

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

December 17, 2024

5:00 PM Call to Order/Pledge of Allegiance/Moment of Silence

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

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.

Shelley Heller, County Administrator

Personnel, Legal Advice, and Public Safety

The meeting was closed under the 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; (7) To consult with counsel to obtain legal advice, and (10) To discuss public security, if the public body determines that public discussion would constitute a risk to the public or to public security, including (i) the deployment of fire and police services and staff; and (ii) the development and implementation of emergency plans.

Public Notices

Code Home Rule 9-2024 Fox Hunting Club Dog Kennel

Public Hearing Notice

Consent Items

#1 - Regular Session Minutes, December 3, 2024

#2 - Liquor Minutes, December 3, 2024

#3 - Public Hearing Minutes, December 3, 2024

#4 - Jill Coleman, Director, Parks and Recreation; Carrie Klein, Deputy Director, Public Works

Ball Field Renaming - Heroes' Field

#5 - Jill Coleman, Director, Parks and Recreation

Approval to utilize the Stack Sports System and Sports Connect Portal

#6 - Thomas N. Yeager, County Attorney

Release of Tax Lien, Shore Erosion Control Project

County Attorney

Thomas N. Yeager, County Attorney

Legislative Session

Bill Mackey, Director, Planning, Housing, and Zoning

First Reading of Code Home Rule Bill 10-2024 Construction Trades Board

County Attorney

Thomas N. Yeager, County Attorney

Alcoholic Beverage Public Hearing Protocol

Public Hearing

Alcoholic Beverage License Hearing

David Blake Eason, Sr., Member

David Blake Eason, Jr., Member

Randall Neil McLennan, Member

Riley's Mill Ale Works, LLC

Class D, Beer, Wine, and Liquor

Recognition

Kent County Public Schools

Certificate of Appreciation, Virginia Walls

Appointments

Dr. Mary McComas, Superintendent, and Alleesa Stewart, Director of Finance, Kent County Public Schools

FY2025 Unrestricted Funds Budget Adjustment #2

Dr. Mary McComas, Superintendent, and Alleesa Stewart, Director of Finance, Kent County Public Schools

FY2024 Financial Statement Audit

Dan Mattson, Deputy Director, Public Works, and KCI Technologies

Millington Wastewater Treatment Plant Status Update

Lesly Feliz, Government Relations, Greenwill Consulting Group

General Update

Public Works Director

Dan Mattson, Director, Public Works

Local Parks and Playground Infrastructure and Program Open Space Funded Upgrades to Kent County Baseball Fields

Dan Mattson, Director, Public Works

Program Open Space Funded Upgrades to Worton Basketball Courts Fields

American Rescue Plan Act Funds

Dan Mattson, Director, Public Works

Worton Wastewater Plant Dewatering Equipment Replacement Installation Construction

Administration Work Assignment No. 5 for Approval

Dan Mattson, Director, Public Works

Convert Control and Alarm Communication Providing Supervisory Control and Data Acquisition

Dan Mattson, Director, Public Works

Worton Wastewater Plant Electrical Wiring Replacement Contract Approval

Dan Mattson, Director, Public Works

Final ARPA (American Rescue Plan Act of 2021) Project Funding Distribution Approval

Departmental Appointments

Rosemary Ramsey Granillo, Director, Kent County Local Management Board

FY2025 Beyond Your Mental Contract

Jill Coleman, Director, Parks and Recreation

Departmental Update

Bill Mackey, Director, Planning, Housing, and Zoning

Contingency Fund Request, Washington College Geographic Information System Intern for Spring Semester

Bill Mackey Director, Planning, Housing, and Zoning

Waiver Request of Five-Year Rezoning Rule, Town of Galena 2024 Annexation Proposal

County Administrator

Lindsay Blume, Court Administrator, Circuit Court for Kent County

Security Project, Contract Proposal

William Albright, KRM Development Corporation

Eighth Amendment to Kent County Board of Elections Lease

Peter P. Rice, III, Executive Director, Echo Hill Outdoor School

Letter of Support

Jennifer Hizer, Assistant Director for Government Grants and Sponsored Programs, Washington College

Letter Of Support Request

Documents for Signature

Dan Mattson, Director, Public Works

Water and Wastewater Division: Sewer Agreement

Dan Mattson, Director, Public Works

Water and Wastewater Division: Sewer Agreement

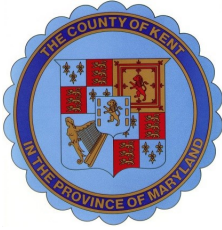
Public Comment/Media Review

Procedures For Public Comment

Contingency Fund

Contingency and Use of Fund Balance Report

(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.)



Bill Mackey, Director, Planning, Housing and Zoning
12/17/2024
County Commissioners Meeting

Item Summary:

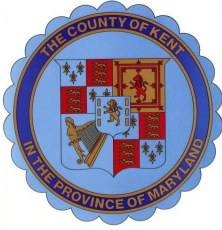
Personnel

The meeting was closed under the Annotated Code of Maryland, General Provisions Article § 3-305(b) (1)

To discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; or any other personnel matter that affects one or more specific individuals.

ATTACHMENTS:

Description

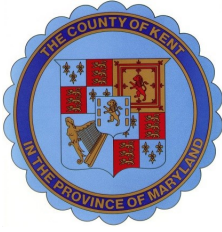


Shelley Heller, County Administrator
12/17/2024
County Commissioners Meeting

Item Summary:

Personnel, Legal Advice, and Public Safety

The meeting was closed under the 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; (7) To consult with counsel to obtain legal advice, and (10) To discuss public security, if the public body determines that public discussion would constitute a risk to the public or to public security, including (i) the deployment of fire and police services and staff; and (ii) the development and implementation of emergency plans.



**Code Home Rule 9-2024 Fox Hunting Club Dog Kennel
12/17/2024
County Commissioners Meeting**

Item Summary:

Public Hearing Notice

ATTACHMENTS:

Description

12.17.24 CHR Bill No. 9-2024 Fox Hunting Club Dog Kennel- Public Notice signed

CHR Bill No. 9-2024 Fox Hunting Club Dog Kennel Draft



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

December 3, 2024
Legislative Session Day

Legislative Session Day
December 3, 2024

CODE HOME RULE
BILL NO. 9-2024

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

AN ACT to amend Chapter 222, Zoning, of the Code of Public Local Laws of Kent County, Maryland, also known as the Kent County Land Use Ordinance, in order to add a new land use and to permit said new land use in a single district as an accessory use: (1) by adding “10. Dog Kennel, Fox Hunting Club” to Article V. District Regulations, Section 2. Resource Conservation District, §2.4 A. Accessory Uses; (2) by adding a definition for “Dog Kennel, Fox Hunting Club” to Article XI. Definitions, Section 2. Definitions; (3) by including one non-codified provision; and (4) by providing for an effective date related to the required Critical Area Commission review and approval of the zoning text, per Md. Code Ann., Natural Resources § 8-1809, as the same may be amended from time to time.

A hearing will be held on January 7, 2025, at 6:00 p.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, January 3, 2025.

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.

By order of:

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

Sondra M. Blackiston
Clerk

PUBLISH: KCN 12/12/24 & 12/19/24

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

**December 3, 2024
Legislative Session Day**

**Legislative Session Day
December 3, 2024**

**CODE HOME RULE
BILL NO. 9-2024**

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

Ronald H. Fithian, President

INTRODUCED, read the first time, December 3, 2023, ordered posted and public hearing scheduled on **Month Day, 2025**, at 10:00 a.m. in the County Commissioners Hearing Room, R. Clayton Mitchell, Jr., Kent County Government Center, 400 High Street, Chestertown, Maryland.

By order of:

Sondra M. Blackiston, Clerk

PUBLIC HEARING

HAVING been posted and notice of the time and place of the hearing and copies having been made available to the public and the press, a public hearing was held on **Month Day, 2025**. Reported favorably **[with]** **[without]** amendments; read the second time and ordered to be considered on **Month Day, 2025**, a legislative session day.

BILL NO. 9-2024

CAPITALS & BOLD INDICATES MATTER ADDED TO EXISTING LAW.

~~Strike through~~ indicates matter deleted from existing law.

A BILL ENTITLED CHR 9-2024 FOX HUNTING CLUB, DOG KENNELS IN RCD

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

SECTION 1.

ARTICLE V.
DISTRICT REGULATIONS

SECTION 2. RESOURCE CONSERVATION DISTRICT (RCD)

...

2.4 ACCESSORY USES

- A. The following accessory uses are allowed on all farms in the Resource Conservation District

...

9. Waste management structures, where not otherwise stipulated in this Ordinance, provided:

- a. Waste management structures shall be a minimum of 600 feet from all property lines.
- b. No waste management structure shall be in the 100-year floodplain.
- c. The operation is managed according to waste and nutrient management plans, approved by the Natural Resources Conservation Service, University of Maryland Extension Service, and the Kent County Health Department.

10. DOG KENNEL, FOX HUNTING CLUB, PROVIDED:

- A. KENNELS ARE 200 FEET FROM ANY SIDE OR REAR LOT LINE OR IN AN EXISTING BUILDING**
- B. WASTE IS PROPERLY MANAGED**

SECTION 2.

ARTICLE XI.
DEFINITIONS

SECTION 2 DEFINITIONS

...

94. Dog Kennel, Commercial - The keeping of any dog or dogs, regardless of number, for breeding, sale, boarding, or treatment purposes, except in an animal hospital, dog parlor,

or pet shop as permitted by these regulations. The keeping of five or more dogs, six months or older, for any purpose.

94.5 DOG KENNEL, FOX HUNTING CLUB. THE KEEPING OF HOUNDS OWNED BY FOX HUNTING CLUB FOR THE PURPOSE OF PARTICIPATING IN THE SPORT OF FOX CHASING, BREEDING OF HOUNDS TO PERPETUATE THE SPORT OF FOX CHASING AND TRAINING THE HOUNDS FOR THE SPORT OF FOX CHASING.

...

SECTION 3.

BE IT FURTHER ENACTED by the County Commissioners of Kent County that the County planning staff are hereby instructed to prepare corresponding text amendments and include them within the body of any proposed legislation related to re-adoption of the Land Use Ordinance via Comprehensive Rezoning, which is to be prepared by County staff following review and comment by the Critical Area Commission.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK.]

SECTION 4.

BE IT FURTHER ENACTED by the County Commissioners of Kent County that this Act shall be adopted on the _____ day of _____, 2025; however, the provisions of this Act shall take effect on the _____ day of _____, 2025, contingent upon review and approval of the Critical Area Commission for the Chesapeake & Atlantic Coastal Bays pursuant to the Md. Code Ann., Natural Resources § 8-1809, as the same may be amended from time to time.

Read Third Time _____

PASSED this _____ day of _____, 2025.

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

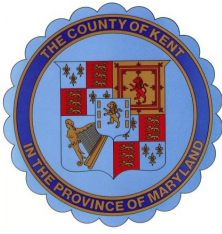
John F. Price, Member

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.

BILL NO. 9-2024

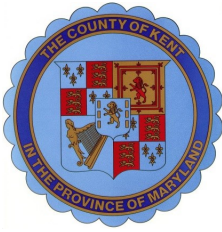
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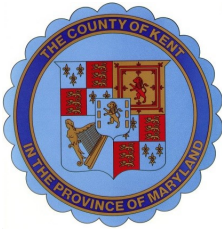
**#1 - Regular Session Minutes, December 3, 2024
12/17/2024
County Commissioners Meeting**

ATTACHMENTS:
Description



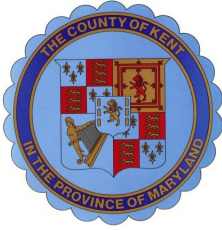
**#2 - Liquor Minutes, December 3, 2024
12/17/2024
County Commissioners Meeting**

ATTACHMENTS:
Description



**#3 - Public Hearing Minutes, December 3, 2024
12/17/2024
County Commissioners Meeting**

ATTACHMENTS:
Description



**#4 - Jill Coleman, Director, Parks and Recreation; Carrie Klein, Deputy
Director, Public Works
12/17/2024
County Commissioners Meeting**

Item Summary:

Renaming B Ball Diamond - Heroes Field

ATTACHMENTS:

Description

Cover Page

Heroes Field Statement



Department of Parks and Recreation

11041 Worton Road

P.O. Box 67

Worton, MD 21678

410-778-1948

info@KentParksAndRec.org

Kent County Parks & Recreation





Department of Parks and Recreation

11041 Worton Road

P.O. Box 67

Worton, MD 21678

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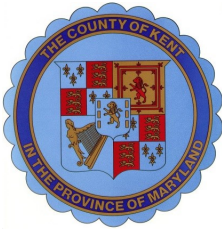
Kent County Parks & Recreation

Renaming B Ball Field – Heroes' Field

Proposing to name B Diamond - Heroes' Field in honor of Kent County's fallen heroes who have selflessly sacrificed their lives for the great good of Kent County.

Kent County heroes whether they served in the armed forces, emergency services, or in other roles of extraordinary bravery deserve to be remembered and celebrated for their courage, dedication, and sacrifice. Naming this field in their honor would provide a lasting tribute to their legacy and serve as a reminder of the profound debt of gratitude we owe to those who have given their all for the safety and freedom of others.

Heroes' Field would not only be a name but a place of inspiration and reflection. I believe this name change would resonate deeply with our community, as many of us have friends, family members, or neighbors who have made significant sacrifices in the line of duty. This act would demonstrate our collective commitment to honoring their memory and ensuring their contributions are not forgotten.



**#5 - Jill Coleman, Director, Parks and Recreation
12/17/2024
County Commissioners Meeting**

Item Summary:

Approval to utilize the Stack Sports System and Sports Connect Portal

ATTACHMENTS:

Description

Cover Page



Department of Parks and Recreation

11041 Worton Road

P.O. Box 67

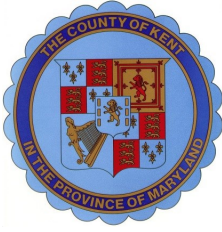
Worton, MD 21678

410-778-1948

info@KentParksAndRec.org

Kent County Parks & Recreation





#6 - Thomas N. Yeager, County Attorney
12/17/2024
County Commissioners Meeting

Item Summary:

Release of Tax Lien, Shore Erosion Control Project

ATTACHMENTS:

Description

12.04.24 Release of Tax Lien, Mark Dybul and Jason Claire

RELEASE OF TAX LIEN

KNOW ALL MEN BY THESE PRESENTS:

That, the Board of County Commissioners of Kent County does hereby acknowledge that the indebtedness secured by a certain Shore Erosion Control Tax Lien on property owned by Mark Dybul and Jason Claire and described in a Deed recorded among the Land Records of Kent County, Maryland in Liber M.L.M. No. 483, folio 47, and assessed as the result of the establishment of a Shore Erosion Control Project, has been fully paid and discharged; that the Notice of Tax Lien dated February 26, 2007, and recorded among the Land Records for Kent County, Maryland in Liber M.L.M. No. 519, folio 335 is hereby Released; and that The Board of County Commissioners of Kent County was, at the time of satisfaction and release, the holder of the Tax Lien.

Witness the hands and seals of the holders of said Tax Lien, this _____ day of _____, 2024.

Attest:

THE BOARD OF COUNTY
COMMISSIONERS
OF KENT COUNTY

Witness

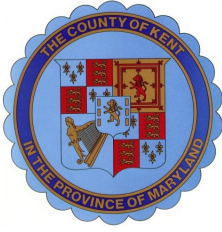
BY: _____
Ronald H. Fithian, President

State of Maryland, County of Kent, to wit:

I hereby certify that on this _____ day of _____, 2024, before me, the subscriber, personally appeared Ronald H. Fithian and represented himself to be the President of the Board of County Commissioners of Kent County, the holder of the Tax Lien referred to above and that as such officer, being authorized to do so, executed the foregoing Release for the purposes therein contained, by signing the name of said corporation as such officer, and that the facts set forth therein are true.

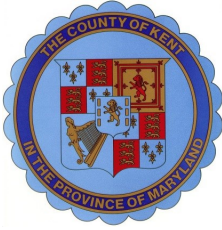
Notary Public

My Commission Expires: _____



Thomas N. Yeager, County Attorney
12/17/2024
County Commissioners Meeting

ATTACHMENTS:
Description



Bill Mackey, Director, Planning, Housing, and Zoning
12/17/2024
County Commissioners Meeting

Item Summary:

AN ACT to amend the Public Local Laws of Kent County, Maryland, by revising Chapter 73, Building Construction; Chapter 192, Housing Standards; and Chapter 210, (Reserved), in order to create a new board in Kent County, Maryland, specifically, the Construction Trades Board, which will incorporate the existing Board of Electrical Examiners and its members, while adding additional members to represent other trades and industry sectors, and to provide membership for the Board of Building Appeals as may be needed, when an appeal is filed pursuant to the International Building Code.

ATTACHMENTS:

Description

DPHZ Cover Page

Proposed DRAFT Legislation for Consideration for Introduction



THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

December 17, 2024
Legislative Session Day

Legislative Session Day
December 17, 2024

CODE HOME RULE
BILL NO. X-2024

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

AN ACT to amend the Public Local Laws of Kent County, Maryland, by revising Chapter 73, Building Construction; Chapter 192, Housing Standards; and Chapter 210, (Reserved), in order to create a new board in Kent County, Maryland, specifically, the Construction Trades Board, which will incorporate the existing Board of Electrical Examiners and its members, while adding additional members to represent other trades and industry sectors, and to provide membership for the Board of Building Appeals as may be needed, when an appeal is filed pursuant to the International Building Code.

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

Ronald H. Fithian, President

INTRODUCED, read first time, December 17, 2024, ordered posted and public hearing scheduled **Month X**, 2025, at **a.m. / p.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 **Month X**, 2025. Reported favorably **[with] [without]** amendments; read a second time and ordered to be considered on **Month X**, 2025, a legislative session day.

BILL NO. X-2024

CAPITALS AND BOLD INDICATE MATTER ADDED TO EXISTING LAW.

~~Strike through~~ indicates matter deleted from existing law.

A BILL ENTITLED CHR X-2024 CONSTRUCTION TRADES BOARD

SECTION 1.

NOW, THEREFORE, BE IT ENACTED by the County Commissioners of Kent County, Maryland that Chapter 73 *Building Construction*, of the Code of Public Local Laws of Kent County, Maryland is hereby amended as follows:

PART II, GENERAL LEGISLATION

Chapter 73

BUILDING CONSTRUCTION

§ 73-1 Adoption of standards; conflicting provisions.

A. WITHIN 18 MONTHS OF THE OFFICIAL DATE OF ITS ADOPTION BY THE STATE OF MARYLAND, KENT COUNTY SHALL ENFORCE THE STATE-ADOPTED VERSIONS OF THE INTERNATIONAL CODE COUNCIL’S (ICC) International Building Code (2009 Edition) (the IBC) as may be modified by the STATE OF Maryland Department of Housing and Community Development, the ICC International Residential Code (2009 Edition) (the IRC) as may be modified by the STATE OF Maryland Department of Housing and Community Development, THE ICC INTERNATIONAL PLUMBING CODE AS MAY BE MODIFIED BY THE STATE OF MARYLAND, THE ICC INTERNATIONAL MECHANICAL CODE AS MAY BE MODIFIED BY THE STATE OF MARYLAND, and the International Energy Conservation Code (2009 Edition) (the IECC) as may be modified by the STATE OF Maryland Department of Housing and Community Development, NFPA 1: FIRE CODE AS MAY BE MODIFIED BY THE STATE OF MARYLAND, NFPA 70: NATIONAL ELECTRIC CODE AS MAY BE MODIFIED BY THE STATE OF MARYLAND, NFPA 855: STANDARD FOR THE INSTALLATION OF STATIONARY ENERGY STORAGE SYSTEMS AS MAY BE MODIFIED BY THE STATE OF MARYLAND, NFPA 101 LIFE SAFETY CODE AS MAY BE MODIFIED BY THE STATE OF MARYLAND, and as amended from time to time. THE AFOREMENTIONED CODES are hereby adopted and incorporated into the PUBLIC LOCAL LAWS of Kent County as if fully set out herein, for the purpose of controlling all matters pertaining to the construction, alteration, addition, removal, demolition, use, location, occupancy, and maintenance of all structures, except as revised or amended herein.

~~B. The International Mechanical Code (2006 Edition), as may be modified by the Maryland Department of Housing and Community Development, and as amended from time to time, is hereby adopted and incorporated into the law of Kent County as if fully set out herein for the purpose of providing minimum requirements for safe mechanical systems in residential buildings and all other buildings wherein mechanical systems are installed.~~

~~C. B. In the event of any conflict between the provisions found in the IBC, IRC, AFOREMENTIONED CODES and the Kent County Land Use Ordinance, the MORE RESTRICTIVE provisions of the Kent~~

BILL NO. X-2024

CAPITALS AND BOLD INDICATE MATTER ADDED TO EXISTING LAW.

~~Strike through~~ indicates matter deleted from existing law.

County Land Use Ordinance shall apply.

§ 73-2 Continuation of existing use.

The legal use and occupancy of any structure existing on the date of adoption of this code ~~or for which it has been heretofore approved shall be continued without change, except as may be specifically covered in this code or as may be deemed necessary by the Building Code Administrator for the general safety and welfare of the occupants and the public~~ **SHALL BE DETERMINED BY THE PROVISIONS OF CHAPTER 222, UNIFIED DEVELOPMENT ORDINANCE.**

...

§ 73-5 Administrator.

The County Commissioners shall designate a **CONTRACTOR TO SERVE AS THE KENT COUNTY BUILDING OFFICIAL** / Building Code Administrator (hereinafter "Code Administrator"). In the event that a Building **OFFICIAL** / **BUILDING CODE** Administrator has not been appointed, the appointing authority shall designate a person or agency to be responsible for enforcing the provisions of the Building Codes.

...

§ 73-8 Inspections.

A. After issuing a building permit, the Code Administrator shall conduct such inspections from time to time during and upon completion of the work for which the permit has been issued. A record of all such examinations and inspections and of all violations of this code shall be maintained by the Code Administrator (or his authorized agent) of its readiness for an inspection of the completed phases of construction as listed below:

- (1) Phase 1. Site review and footing/foundation excavation (in advance of foundation construction, e.g., concrete placement).
- (2) Phase 2. Foundation structure inspection prior to backfilling and framing, including parging, waterproofing and drain tile (where required).
- (3) Phase 3. ~~Completed structural framing. This inspection is not required for single family and duplex dwellings.~~
- (4) ~~Phase 4.~~ Framing inspection at the completion of rough-in plumbing, electrical and heating, ventilating and air-conditioning (HVAC) work, prior to insulation and prior to interior finishes.
- (5) ~~(4)~~ Phase ~~5~~ **4**. Insulation inspection.
- (6) ~~(5)~~ Phase ~~6~~ **5**. Final inspection of the finished building, including compliance with handicap code

BILL NO. **X**-2024

CAPITALS AND BOLD INDICATE MATTER ADDED TO EXISTING LAW.

~~Strike through~~ indicates matter deleted from existing law.

requirements per ~~Section 512.1 of the BOCA National Building Code~~, **THE APPROPRIATE AFOREMENTIONED ICC ADOPTED CODES**, grading and required erosion control measures and the determination that the building is ready for use, safe and substantially complete.

...
§ 73-9.1 Automatic residential fire sprinkler systems in one- and two-family dwellings.

Single-family and two-family dwellings must have an automatic residential fire sprinkler system installed as required by the State of Maryland. Such systems must be designed and installed by a licensed sprinkler contractor with a current license issued by the State of Maryland. Mobile homes that comply with HUD standards and are appropriately documented are not required to have a residential fire sprinkler system.

~~Chapter 3, Section R313.2, of the International Residential Code, which requires automatic fire sprinkler systems in one- and two-family dwellings, is hereby deleted, and new Chapter 3, Section R313.2, provisions are inserted as follows:~~

R 313.2 ~~One- and two-family dwelling automatic fire systems. Effective January 1, 2011, a~~ **An automatic residential fire sprinkler system shall be offered as an option to be installed in all newly constructed one- and two-family dwellings built solely for the owner's own occupancy under the following provisions:**

(a) ~~Option to buyer. A seller of a newly constructed one- or two-family dwelling shall offer the initial buyer or owner an option to install a residential automatic fire sprinkler system.~~

(b) ~~Disclosure of information. The real estate sales contract for the construction or sale of a new one- or two-family dwelling shall disclose the estimated cost of installing a residential automatic sprinkler system and the anticipated estimate to maintain such system. The buyer shall acknowledge receipt of the sprinkler option notification regarding the installation of a residential sprinkler system and shall indicate whether the buyer intends to exercise the option to install a residential sprinkler system to improve the life and safety of the occupants and to reduce property damage from fire.~~

(c) ~~Every home constructed as a spec house, rental or part of a marketing campaign to sell one- or two-family dwellings shall contain a residential automatic sprinkler system.~~

(d) ~~Before issuing a building permit, the Department of Planning, Housing and Zoning shall require the applicant to submit a signed and notarized sprinkler option notification indicating compliance with the provisions of this section.~~

(e) ~~The Department of Planning, Housing and Zoning shall withhold the issuance of a building permit for the construction of a new one- or two-family dwelling that does not meet the provisions of this section in regard to notification to the buyer and submission of all necessary documentation.~~

(f) **Exceptions:**

1. ~~An automatic residential fire sprinkler system shall not be required for additions or alterations to one- or two-family dwellings that are not already provided with an automatic sprinkler system.~~

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~~Strike through~~ indicates matter deleted from existing law.

~~2. Mandatory automatic sprinkler systems may be required for new one or two family dwellings constructed with the boundaries of the incorporated municipalities of Kent County.~~

...

§ 73-12 Board of Building Appeals; **REFERENCE TO CHAPTER 210; ADDITIONAL STANDARDS.**

A. Membership of Board. The Board of Building Appeals, hereinafter referred to as the "Board of Appeals," shall consist of ~~three (3) members appointed by the County Commissioners of Kent County, one (1) member to be appointed for three (3) years, one (1) member for two (2) years and one (1) member for one (1) year, and thereafter each new member shall be appointed for three (3) years or until his/her successor has been appointed.~~ **OF THE CONSTRUCTION TRADES BOARD** An alternate shall be appointed to serve in the absence of a regular member **AS SET FORTH IN CHAPTER 210 OF THE PUBLIC LOCAL LAWS OF KENT COUNTY, MARYLAND.**

B. Qualifications of Board members. At least one (1) **MEMBER** of the ~~three (3) members of the~~ **SEATED** Board of Appeals **DURING AN APPEAL HEARING** shall be a licensed architect or professional engineer, construction superintendent or general contractor with at least ten (10) years' experience.

C. Adjourned meeting. When three (3) members are not present to consider a specific appeal, the hearing shall be postponed if requested by either the appellant, the Code Administrator or their representative(s).

D. Action of the Board. The Board shall affirm, modify or reverse the decision of the Code Administrator by concurring vote of at least two (2) members of the Board.

E. Determining vote. Failure to secure a majority vote of the Board in support of the appellant shall be confirmation of the Code Administrator's decision.

F. Court review. An appeal to the Circuit Court for Kent County from a decision of the Board may be filed in the manner as set forth in **TITLE 7**, Chapter ~~1100~~ **200** of the Maryland Rules.

...

§ 73-16 ~~Modifications to standards~~ **RESERVED.**

~~The present Chapter 192, Part 2, Electrical Standards, and Part 3, Plumbing Standards, shall apply for plumbing and electrical codes, permits and inspections requested. The inspections requested, when possible, should be coordinated by the Building Code Administrator.~~

...

§ 73-18 Enforcement; violations and penalties.

A. WHEN VIOLATIONS OCCUR, THE BUILDING CODE ADMINISTRATOR MAY REFER SUCH VIOLATIONS TO THE KENT COUNTY CODE ENFORCEMENT OFFICE WITHIN THE

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DEPARTMENT OF PLANNING, HOUSING, AND ZONING SO THE OWNER CAN BE CITED.

If the notice of violation is not complied with in the time period stated in the notice of violation, the ~~Building Code Administrator~~ **CODE ENFORCEMENT OFFICE** shall request the County Attorney or any other designated attorney to institute the appropriate proceeding at law or to require the removal or termination of the unlawful use of the building or structure in violation of the provisions of this code or of the order or direction made pursuant thereto.

B. It shall be the duty of the Administrator to enforce the provisions of this chapter and to refuse to ~~issue~~ **APPROVE** any permit which would violate the provisions of this chapter. It shall be the duty of all officers and employees of Kent County to assist the enforcing officer ~~by reporting to him any seeming violation of this chapter,~~ **AS MAY BE NECESSARY FOR THE ENFORCEMENT OF KENT COUNTY LAWS.**

C. The ~~Administrator~~ **CODE ENFORCEMENT OFFICE** is authorized and directed to institute any appropriate action to correct violations of this chapter.

D. Any person, firm, corporation or other legal entity violating any provision of this chapter or any amendment thereto, upon conviction, shall be fined not less than one hundred dollars (\$100.) nor more than five hundred dollars (\$500.) ~~or may be imprisoned for a period of not more than thirty (30) days, or may be subject to both fine and imprisonment, in the discretion of the court.~~ Each and every day during which such violation occurs or continues may be deemed a separate offense.

E. If a person is found by the District Court to have committed a civil violation, in addition to the penalties set forth above, ~~he~~ **SUCH PERSON** shall be liable for the cost of the proceedings in the District Court. All building permits shall be revocable subject to the continued compliance with all requirements and conditions of this and other applicable laws and regulations.

...

§ 73-20 EXEMPTION FOR SOLAR APP+ FROM ELECTRICAL CODE

PURSUANT TO MARYLAND 2024 HOUSE BILL 1265 “LOCAL GOVERNMENT – BUILDING PERMITS FOR RESIDENTIAL SOLAR ENERGY AND RESIDENTIAL ENERGY STORAGE SYSTEMS – REQUIRED PLATFORM AND INSPECTIONS,” ALL APPLICATIONS FOR SOLAR ROOFTOP INSTALLATIONS SUBJECT TO THE REQUIRED REVIEW BY THE WEB-BASED PLATFORM SOLAR APP+ ARE HEREBY EXEMPTED FROM THE REQUIREMENTS FOR COMPLIANCE WITH THE ELECTRICAL CODE IN ORDER TO MEET STATE REQUIREMENTS. SAID EXEMPTION IS LIMITED TO ONLY THOSE REQUIREMENTS WITHIN THE CURRENT ELECTRICAL CODE, WHICH ARE IN DIRECT CONFLICT WITH ADOPTED STATE LAW. ALL OTHER REQUIREMENTS ARE TO BE ENFORCED AND REQUIRED FOR FINAL INSPECTION.

§ 73-21 ADOPTION OF LOCAL DESIGN CRITERIA PER IRC TABLE R301.2.

REFER TO THE CHART BELOW FOR CLIMACTIC AND GEOGRAPHIC DESIGN CRITERIA.

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~~Strike through~~ indicates matter deleted from existing law.

Climatic and Geographic Design Criteria													
Ground Snow Load	Wind Design				Seismic Design Category ^f	Subject to Damage From			Winter Design Temp ^e	Ice Barrier Underlayment Required ^b	Flood hazards ^d	Air Freezing Index ⁱ	Mean Annual Temp ^j
	Speed ^a (mph)	Topographic Effects ^a	Special Wind Region ^l	Wind-borne Debris Zone ^m		Weathering ^k	Frost Line Depth ^b (inches)	Termite ^f					
25	115	138	N/A	No	A	Severe	24	Moderate/heavy	17	No	11/5/2014	<1,500	54.4

For SI: 1 pound per square foot = 0.0479 kPa, 1 mile per hour = 0.447 m/s.

- Weathering may require a higher strength concrete or grade of masonry than necessary to satisfy the structural requirements of this code. The weathering column shall be filled in with the weathering index, "negligible," "moderate" or "severe" for concrete as determined from Figure R301.2(3). The grade of masonry units shall be determined from ASTM C 34, C 55, C 62, C 73, C 90, C 129, C 145, C 216 or C 652.
- The frost line depth may require deeper footings than indicated in Figure R403.1(1). The jurisdiction shall fill in the frost line depth column with the minimum depth of footing below finish grade.
- The jurisdiction shall fill in this part of the table to indicate the need for protection depending on whether there has been a history of local subterranean termite damage.
- The jurisdiction shall fill in this part of the table with the wind speed from the basic wind speed map [Figure R301.2(4)A]. Wind exposure category shall be determined on a site-specific basis in accordance with Section R301.2.1.4.
- The outdoor design dry-bulb temperature shall be selected from the columns of 97 1/2% values for winter from Appendix D of the International Plumbing Code. Deviations from the Appendix D temperatures shall be permitted to reflect local climates or local weather experience as determined by the building official.
- The jurisdiction shall fill in this part of the table with the seismic design category determined from Section R301.2.2.1.
- The jurisdiction shall fill in this part of the table with (a) the date of the jurisdiction's entry into the National Flood Insurance Program (date of adoption of the first code or ordinance for management of flood hazard areas), (b) the date(s) of the Flood Insurance Study and (c) the panel numbers and dates of the currently effective FIRMs and FBFMs or other flood hazard map adopted by the authority having jurisdiction, as amended.
- In accordance with Sections R905.1.2, R905.4.3.1, R905.5.3.1, R905.6.3.1, R905.7.3.1 and R905.8.3.1, where there has been a history of local damage from the effects of ice damming, the jurisdiction shall fill in this part of the table with "YES." Otherwise, the jurisdiction shall fill in this part of the table with "NO."

SECTION 2.

BE IT FURTHER ENACTED by the County Commissioners of Kent County, Maryland, that Chapter 192 *Housing Standards*, of the Code of Public Local Laws of Kent County, Maryland is hereby amended as follows:

PART III, LAND USE LEGISLATION

Chapter 192

HOUSING STANDARDS

Part 2, Electrical Standards

Article III, Electricians

§ 192-32 Board of Electrical Examiners; **REFERENCE TO CHAPTER 210.**

THE BOARD OF ELECTRICAL EXAMINERS IS HEREBY RE-CONSTITUTED AS THE KENT COUNTY CONSTRUCTION TRADES BOARD, AS SET OUT IN CHAPTER 210 OF THE PUBLIC LOCAL LAWS OF KENT COUNTY, MARYLAND

~~A. The Board of County Commissioners of Kent County shall appoint a Board, which Board shall be~~

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~~Strike through~~ indicates matter deleted from existing law.

known as the "Board of Electrical Examiners of Kent County" and which shall consist of three (3) residents of Kent County, for the purpose of examining the qualifications and capabilities of all persons who are engaged or desire to engage in the electrical business as herein defined. The Board so appointed shall consist of at least two (2) master electricians and one (1) other person. The initial appointment shall be one (1) master electrician for one (1) year, one (1) other person for two (2) years and one (1) master electrician for three (3) years. Thereafter, all appointments shall be for three year terms. If any vacancy occurs for any cause during the term of any Board member as herein provided for, the Board of County Commissioners shall fill the vacancy. The Board of County Commissioners shall have full power to remove any member of the Board of Electrical Examiners for incompetency or improper conduct. No member shall serve successive terms.

B. Each member of said Board shall receive such compensation for actual service in attending the meetings of the Board as may, from time to time, be determined by resolution of the County Commissioners.

C. Said Board shall meet at least once each month, shall hold such special meetings as the proper and efficient discharge of its business shall require and said Board shall adopt such rules and regulations for the examination of electricians as herein defined. The term "electrical business" as used herein shall be defined as and shall include any and all persons engaged in the electrical contracting of or holding themselves out to the public as engaged in the business of installing, erecting or repairing or contracting to install, erect or repair electric wires or conductors to be used for the transmission of electrical current for electric light, heat or power purposes. A license of a master electrician issued in accordance with the provisions of this Part 2 shall entitle any such person so licensed to engage in the business of and to hold himself out to the public as engaged in the business of installing, erecting or repairing and of contracting to install, erect or repair any electric wires or conductors, etc.; provided, however, that nothing herein shall apply to any firm or corporation if the person managing and in charge of the electrical work of said firm or corporation is a master electrician licensed under these provisions or if such corporation is a public utility subject to regulation by the Public Service Commission of Maryland.

§ 192-33 License requirements **REGISTRATION REQUIRED.**

No person, firm, or corporation shall contract to perform, hold themselves out to the public to perform (except those who qualify under Section 6-504 of the Business Occupations and Professions Article of the Annotated Code of Maryland) or physically perform any electrical work without first having acquired a license **REGISTRATION FOR A MASTER ELECTRICIAN FROM THE DEPARTMENT OF PLANNING, HOUSING, AND ZONING** as required by this Part 2, except that a homeowner may perform such work himself in his own home after having satisfactorily completed the homeowner's examination.

§ 192-34 Applications.

A. Applications may be procured in person or by mail from the office of the Kent County Building Inspector **DEPARTMENT OF PLANNING, HOUSING, AND ZONING** during normal working hours and, upon submission, must be accompanied with a recognizable photograph of the applicant with all first-time applicants. **THE FOLLOWING:**

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- 1) **PHOTOCOPY OF A CURRENT MARYLAND STATE-WIDE MASTER ELECTRICIAN'S LICENSE.**
- 2) **PHOTOCOPY OF A DRIVER'S LICENSE (OR ANOTHER FORM OF PICTURE IDENTIFICATION).**
- 3) **CURRENT FEE ESTABLISHED BY THE COUNTY**
- 4) **CERTIFICATE OF INSURANCE FOR \$ 1,000,000.00 PER INCIDENT AND \$2,000,000.00 GENERAL AGGREGATE, WHICH SHALL LIST THE CERTIFICATE HOLDER AS:**

**COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND
ATTN: ELECTRICAL OFFICE
400 HIGH STREET
CHESTERTOWN, MD 21620**

B. Application must be made for one (1) of the following license or permits:

- (1) ~~Master electrician. A person who has the experience, knowledge and skill to provide electrical services in all aspects of the electrical trade in a manner that complies with applicable plans, specifications, codes or law.~~
- (2) ~~Restricted residential. A person having this license may engage in the business of electrical work in single family dwellings as defined in the BOCA National Building Code, 1987 Edition, Section 308.5, Use Group R-4 only.~~
- (3) ~~Restricted limited. A person limited to work on equipment in one (1) of the following categories: electrically operated heating, ventilating, air conditioning, refrigeration equipment (HVACR); appliances; petroleum dispensing equipment or security systems. It does not allow the installation of feeders which serve multicircuit panel boxes.~~
- (4) ~~In plant permit. For in plant electrical maintenance, but a permittee may not work on new installations.~~
- (5) ~~Homeowner's permit. A homeowner may perform such work himself on his own single family dwelling used for his personal residence only.~~

§ 192-35 Qualifications **RESERVED.**

A. ~~Only one (1) active license will be issued for any firm or corporation.~~

B. ~~Every applicant for a master's license must be at least twenty four (24) years of age and have had at least seven (7) years' [a year constitutes two thousand (2,000) hours worked] experience under a master electrician in such class or classes of electrical work as in the opinion of the Board of Electrical Examiners shall have properly trained the applicant to be licensed. Technical training in a technical school or college may constitute a percentage of the required experience.~~

C. ~~Restricted residential. Each applicant for a restricted residential license shall be at least twenty one (21) years of age and have had at least four (4) years' [a year constitutes two thousand (2,000) hours worked] experience under the supervision of a master or restricted residential electrician.~~

D. ~~Restricted limited. Each applicant for a restricted limited license shall be at least twenty one (21) years of age and have had at least four (4) years' [a year constitutes two thousand (2,000) hours worked]~~

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~~practical experience with verification of such experience by employer.~~

~~E. In plant permit. Each application for an in plant permit shall be made by an authorized officer of the applicant.~~

~~F. Each applicant for the homeowner's permit must satisfactorily complete the homeowner's examination.~~

§ 192-36 ~~Examinations; appeals~~ **RESERVED.**

~~A. All examinations shall be given by the Board of Electrical Examiners in the months of January, April, July and October.~~

~~B. Examinations shall test the applicant's knowledge of the current edition of the National Electrical Code (NFPA No. 70), along with practical knowledge of circuitry and equipment.~~

~~C. Applicants for examinations will be required to obtain a grade of seventy percent (70%) in order to obtain a license.~~

~~D. Any applicant aggrieved by a decision of the Board of Electrical Examiners on any question relating to the examination shall be given a hearing by a Board of Arbitration, provided that the appeal is made to the Board of Electrical Examiners within thirty (30) days after the decision. Conditions of this appeal are: any person whose application for license shall have been rejected by said Board of Electrical Examiners shall have the right to appeal to a Board of Arbitration, which shall consist of one (1) person selected by the person making the appeal, one (1) person selected by the Board of Electrical Examiners and these two (2) to select a third person, and the decision of said Board of Arbitration or a majority of them shall be final and binding upon all parties to said appeal. The members of the Board shall receive an expense allowance in the amount of twenty dollars (\$20.) for each member, which sum shall be deposited with the Board of Electrical Examiners by the person taking said appeal, and if said Board of Arbitration shall affirm the decision of the Board of Electrical Examiners, the money so deposited shall be used to pay said Board; if, however, such decision is reversed, said Board of Arbitration shall be paid out of county funds, and said deposit of sixty dollars (\$60.) shall be returned.~~

§ 192-37 Fees; insurance.

A. The ~~license~~ **REGISTRATION** fees and renewal fees for electrical ~~licenses~~ **REGISTRATIONS** shall be according to a schedule to be established from time to time by resolution of the Board of County Commissioners.

B. Before the ~~license~~ **REGISTRATION** is issued or reissued, the applicant shall furnish the ~~Board of Electrical Examiners~~ **COUNTY** with prima facie evidence of adequate business liability insurance commensurate with that which is required by the State of Maryland. All ~~classes of licenses stated in § 192-34~~ **REGISTERED MASTER ELECTRICIANS** shall be required to carry coverage equal to or exceeding the requirements by the State of Maryland for master electricians.

§ 192-38 ~~Licenses~~ **REGISTRATIONS** and renewals.

A. All ~~licenses~~ **REGISTRATIONS** when received from the Board of Electrical Examiners shall be displayed in a prominent place in the principal office or establishment of the ~~licensee~~ **REGISTRANT**.

B. No ~~license~~ **REGISTRATION** shall be transferable.

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C. ~~licenses~~ **REGISTRATIONS** shall be issued on a biannual basis and are valid as of the first day of July of the odd year on and prior to issuance. The full fee shall be paid irrespective of the date of issuance.

D. All ~~licensees~~ **REGISTRANTS** shall ~~may~~ display on the vehicles used in the performance of their work the words "~~Licensed~~ **REGISTERED** Electrician - Kent County, Maryland" and the number assigned to them in letters not less than two (2) inches in height. This is to be done within ninety (90) days of issuance of the ~~license~~ **REGISTRATION**.

E. ~~Licenses may be renewed without examination, provided that application for renewal along with applicable provisions of § 192-37 are submitted to the Board within ninety (90) days of the expiration date.~~

F. ~~Application for renewal shall include a complete list of employees, showing date of employment and social security number.~~

G. ~~The Board of Electrical Examiners shall be given written notice of all new employees within thirty (30) days of employment.~~

H. ~~The failure on the part of any licensee to renew his license prior to the expiration date shall not deprive such person the right of renewal without examination for ninety (90) days after the expiration date, but the fees for renewal shall be increased by ten dollars (\$10.) for each month or fraction of a month that a renewal fee is delayed. Nothing in this statement shall infer that the validity of the license is extended through this ninety day period.~~

I. ~~If a license holder does not wish to renew his license, he must submit a written notice of request to shelve the license. This must be accompanied with the fee in effect.~~

§ 192-39 Revocation or suspension of ~~license~~ **REGISTRATION**.

The ~~Board of Electrical Examiners~~ **COUNTY** may, upon at least fifteen (15) days' notice to the ~~licensee~~ **REGISTRANT** by certified mail and after a full hearing of all parties in interest, revoke or suspend the ~~license~~ **REGISTRATION** of any found guilty of:

A. The practice of fraud or deceit in obtaining said ~~license~~ **REGISTRATION**.

B. Permitting any unlicensed person, firm or corporation to apply for inspection of or to perform electrical work under the ~~authority of a license~~ **A COUNTY-ISSUED REGISTRATION**.

C. Performing or permitting the performance of grossly defective or dangerous work.

D. Failure to file application for inspection of such work with the recognized electrical inspection authority for work performed.

E. Failure to make corrections required by a notice issued by the authorized electrical inspector within a reasonable time as ~~interpreted by the Electrical Board~~.

F. Failure to obtain certification of work performed from the authorized inspection agency.

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G. Violations of any of the provisions of this Part 2 or of any regulations adopted pursuant to this Part 2.

H. FAILURE TO MAINTAIN THE REQUIRED BUSINESS INSURANCE AS STATED ABOVE.

I. FAILURE TO MAINTAIN A MARYLAND STATE MASTER ELECTRICIAN'S LICENSE.

§ 192-40 Inspections.

A. All ~~licensees~~ **REGISTRANTS** must file an application for inspection of all electrical work.

~~B. Any firm or corporation which has an in-plant (maintenance) permit for its specific building or buildings under its control and where applicable electrical work is performed shall file application for inspection with the authorized electrical inspector or inspection agency on a biannual basis.~~

~~C. A letter of certification of the annual inspection shall be presented to the Board of Electrical Examiners before the annual permit is issued. Failure to show certification thirty (30) days after the renewal date would automatically cancel the in-plant permit.~~

§ 192-41 Standards.

All electrical work performed by a licensee shall be in accordance with the then-approved current edition of the National Electrical Code (NFPA No. 70) or approved revisions thereof as may be amended by the ~~Board of Electrical Examiners~~ **STATE OF MARYLAND**.

§ 192-42 Inspection authority.

The currently recognized inspection authority shall be the Middle Department Inspection Agency or its successor, subject to the continued authority of the Board of ~~Electrical Examiners~~ **COUNTY COMMISSIONERS** to change, add or delete the recognized inspection authority.

§ 192-43 Advisory representatives.

The County Commissioners shall have the authority to appoint representatives with specialized expertise to assist the ~~COUNTY Board of Electrical Examiners~~ in an advisory capacity where circumstances so warrant.

§ 192-44 ~~Exceptions~~ **RESERVED**.

~~A. An application for inspection is not required for the installation of an outlet under twenty (20) amperes or less than two (2) outlets with recognized inspection authority. Licensees **REGISTRANTS** must obtain a certificate of electrical work performed from the authorized inspection agency.~~

~~B. The provisions of this Part 2 do not apply to: journeymen electricians or apprentices and other persons under the direction and supervision of a licensed master electrician or (life or present) restricted residential electrician, and those performing electrical work for those companies as an integral part of the~~

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~~plant or services of the company in rendering their duly authorized services to the public and those cited in Article 90(2)(b) of the current National Electrical Code.~~

§ 192-45 Cut-in certificate.

No electric light or power company shall attach its power lines or electric meters to any consumer's property within the borders of Kent County unless the work has been installed by an electrician licensed **BY THE STATE OF MARYLAND AND REGISTERED IN KENT COUNTY, MARYLAND** under this Part 2 ~~or the homeowner himself [as defined in § 192-34B(5)]~~ and until a temporary or permanent meter cut-in certificate has been issued by the inspector or an appropriate fifteen-day card issued in accordance with the guidelines of the local utilities.

§ 192-46 Violations and penalties.

A. Any person, firm or corporation who or which shall install, alter or replace any water supply, wiring, appliances or devices for electric light, heat, protective signaling or power without having a valid **AND CURRENT** license **ISSUED BY THE STATE OF MARYLAND AND A VALID AND CURRENT REGISTRATION ISSUED BY KENT COUNTY, MARYLAND**, except under the direct supervision of a person having a ~~SUCH~~ valid license **AND REGISTRATION**, shall be guilty of a misdemeanor and, upon conviction thereof, shall be liable for a fine of not less than one hundred dollars (\$100.) nor more than one thousand dollars (\$1,000.) ~~or to imprisonment of not more than ninety (90) days, or both, in the discretion of the court, and any such conviction shall ipso facto revoke and annul any REGISTRATION that may have been issued to such person. Each day's violation shall constitute a separate offense.~~

B. The County Commissioners of Kent County may enjoin such person, firm or corporation from engaging in electrical work in violation of this Part 2 by action for injunction or other equitable relief in a court of competent jurisdiction or may recover the monetary penalty by civil action in such court.

SECTION 3.

BE IT FURTHER ENACTED by the County Commissioners of Kent County, Maryland, that Chapter 210 (Reserved) is hereby replaced in its entirety.

Chapter 210

CONSTRUCTION TRADES BOARD

§ 210-1. Establishment; membership; terms.

A. Board established.

A board to be styled and known as the "Construction Trades Board" is hereby established. The Board shall have the duty and power to administer the powers and duties of:

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- (1) The Board of Appeals provided for in the international Building Code, the International Residential Code for One- and Two-Family Dwellings, and the International Energy Conservation Code; and
- (2) Replaces the board referred to in Chapter 192 of the County Code, known as the "Board of Electrical Examiners."

B. Number of members designated; qualifications.

The Board shall consist of seven members, who shall be appointed by the County Commissioners, as follows:

- (1) Two Maryland licensed master electricians;
- (2) Two Maryland licensed master plumbers;
- (3) One Maryland licensed master heating, ventilation, air conditioning, and refrigeration contractor;
- (4) One Maryland licensed home improvement contractor or general contractor; and,
- (5) One Maryland licensed design professional (architect, landscape architect, engineer, land surveyor, etc.).

C. Terms.

Members are appointed to staggered terms with the longest term being three years. Members may be reappointed. Members eligible to serve under different categories (e.g., an electrician who is also a plumber) may serve under a different category as membership changes occur.

D. Vacancies.

The County Commissioners shall appoint a replacement member to fill any vacancy on the Board. The vacant position should be filled with an individual qualified for the same member status as the individual previously holding the position. However, at any time, after a diligent search, if no individual qualified for a particular category is found to serve, then the County Commissioners may fill such a vacancy with an at-large appointee.

§ 210-2. Officers; meetings; quorum.

- A. Officers. The Board, at its first meeting in each calendar year, shall elect from its body a member to serve as a Chair and a member to serve as a Vice Chair.
- B. Meetings. The Board may meet as needed and at other times as the Board shall from time to time determine, at a time and place to be determined by the Board. In addition, the Board shall meet as required herein to determine any building permit appeal brought to the Board. Meetings of the Board are subject to Maryland law, including the Open Meetings Act, Title 10, Subtitle 5, of the State Government Article, Annotated Code of Maryland, as from time to time amended. The Board may avail itself of all provisions thereof, including the right to conduct closed sessions, but only when the County Attorney is present at the closed session.

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C. Quorum. A quorum shall consist of five members of the Board.

§ 210-3. Removal.

The County Commissioners may remove any member of the Board from office for misconduct, neglect of duty, excessive absenteeism, or any other cause deemed sufficient by the County Commissioners. The member shall be informed of the reason for the removal and be given an opportunity to be heard.

§ 210-4. Compensation.

Each member of said Board shall receive such compensation for actual service in attending the meetings of the Board as may, from time to time, be determined by the County Commissioners.

§ 210-5. Staffing; counsel; records; minutes.

- A. Staffing, including a clerk for the Board, shall be provided through the Department of Planning, Housing, and Zoning.
- B. Legal counsel, as from time to time requested or needed, shall be provided by the County Attorney.
- C. Records shall be maintained by the Department of Planning, Housing, and Zoning. Documents and records of the Board are subject to Maryland Law, including the Public Information Act, Title 10, Subtitle 6, of the State Government Article, Annotated Code of Maryland, as from time to time amended.
- D. Minutes. Meetings of the Board shall comply with Maryland Law, including the Open Meetings Act, Title 10, Subtitle 5, of the State Government Article, Annotated Code of Maryland, as from time to time amended.

§ 210-6. Appeals.

Any person who feels aggrieved by any action of the Board may appeal within 30 days of notice of such action to the Circuit Court for Kent County, in accordance with the Maryland Rules of Procedure.

§ 210-7. Reserved.

SECTION 4.

BE IT FURTHER ENACTED by the County Commissioners of Kent County that this Act shall be adopted on the _____ day of _____, 2025.

Read Third Time _____

PASSED this _____ day of _____, 2025.

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

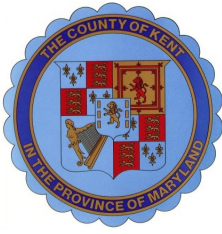
John F. Price, Member

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.

BILL NO. **X**-2024

CAPITALS AND BOLD INDICATE MATTER ADDED TO EXISTING LAW.

~~Strike through~~ indicates matter deleted from existing law.



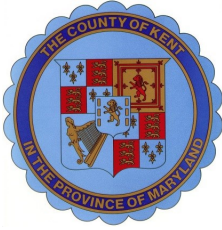
Thomas N. Yeager, County Attorney
12/17/2024
County Commissioners Meeting

Item Summary:

Alcoholic Beverage Public Hearing Protocol

ATTACHMENTS:

Description



Alcoholic Beverage License Hearing 12/17/2024 County Commissioners Meeting

Item Summary:

David Blake Eason, Sr., Member
David Blake Eason, Jr., Member
Randall Neil McLennan, Member
Riley's Mill Ale Works, LLC
Class D, Beer, Wine, and Liquor

ATTACHMENTS:

Description

KATE Cover Page for Novus

12.17.24 Riley's Mill Ale Works LLC, Public Hearing Notice

12.17.24 Testimony Log, Public Hearing, Riley's Mill Ale Works, Class D, Beer, Wine, and Liquor License

BOARD OF LICENSE COMMISSIONERS OF KENT COUNTY, MARYLAND



Bonnie S. Pearsall, Inspector
Kent Alcohol and Tobacco Enforcement
400 High Street, Chestertown, MD 21620
Office: 410-810-2212 ▪ Cell: 443-282-5785



Board of License Commissioners

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

NOTICE

Application has been made by Members David Blake Eason, Sr., David Blake Eason, Jr., and Randall Neil McLennan, representing Riley's Mill Ale Works, LLC, for a Class D, Beer, Wine, and Liquor License on the premises known as:

**Riley's Mill Ale Works
860 High Street
Chestertown, MD 21620**

which shall authorize the holder thereof to keep for sale and to sell Beer, Wine, and Liquor at the place therein described, for on-premises consumption, or elsewhere. A hearing on the application will be held in the County Commissioners' Hearing Room, R. Clayton Mitchell, Jr. Government Center, 400 High Street, Chestertown, MD, on December 17, 2024, at 6:00 p.m., at which time any exceptions to the application will be heard.

By order of:

THE BOARD OF LICENSE COMMISSIONERS
FOR KENT COUNTY, MARYLAND

Sondra M. Blackiston
Clerk/KATE Manager

PUBLISH KCN 11/28/24, 12/05/24

TESTIMONY LOG

PUBLIC HEARING

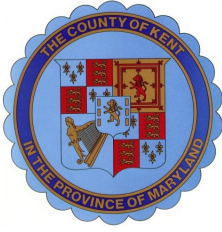
December 17, 2024

**Riley's Mill Ale Works
Class D, Beer, Wine, and Liquor License**

PLEASE SIGN IF YOU WISH TO SPEAK:

NAME (Please Print)

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
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Kent County Public Schools
12/17/2024
County Commissioners Meeting

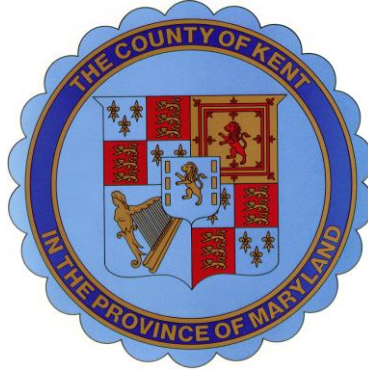
Item Summary:

Certificate of Appreciation, Virginia Walls

ATTACHMENTS:

Description

12.17.24 Virginia Walls Certificate of Appreciation -KCPL



Certificate of Appreciation

This is to certify that

Virginia Walls

is hereby recognized

for fifty-one (51) years of service in the Finance Department of Kent County Public Schools. Such commitment and loyalty are admired and well respected by all those who have had the honor of working with her. We, the County Commissioners of Kent County, Maryland, thank you for your continued devotion, dedication, and public service to Kent County and the community.

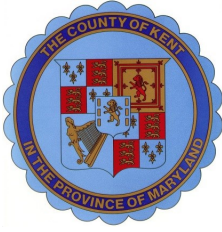
THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

Ronald H. Fithian, President

Albert H. Nickerson, Member

John F. Price, Member

Date December 17, 2024



**Dr. Mary McComas, Superintendent, and Alleesa Stewart, Director of
Finance, Kent County Public Schools
12/17/2024
County Commissioners Meeting**

Item Summary:

FY2025 Unrestricted Funds Budget Adjustment #2

ATTACHMENTS:

Description

Unrestricted Budget Amendment #2 Memo

Unrestricted Budget Amendment Spreadsheet_FY25_Amend #2



Kent County Public Schools

Growing a Community of Leaders

TO: County Commissioners of Kent County, MD

FROM: Dr. Mary Boswell-McComas – Superintendent
Alleesa Stewart, MBA – Director of Finance

RE: Fiscal Year 2025 – Unrestricted Budget Amendment #2

DATE: December 17, 2024

PURPOSE

To request County approval for the Fiscal Year 2025 Unrestricted Budget Amendment #2.

SUMMARY

During the Fiscal Year 2024 Audit, it was brought to Administration's attention that the budget for Kent County Public Schools (KCPS) was imbalanced to the good. In review of the current Fiscal Year 2025 budget it was imbalanced, but it was not to the good. Administration reviewed the Fiscal Year 2025 budget, but was unable to identify how the issue occurred. Budget Amendment #2 will address correcting the imbalance issue and will provide budgets for immediate requests needed to continue supporting our students, addressing instructional needs, as well as, other District responsibilities.

Budget Amendment #2:

- Increase the following:
 - Fund Balance – \$716,566 (This includes carryover for COP and TSI in the amount of \$140,711.12)
 - Instructional Supply - \$140,711.12
 - Other Instructional Costs - \$92,500 (AAEEBB, Girls Mentoring, Arts, Enrichments and Other Student Initiatives, PowerSchool)
 - Transportation - \$30,000 (Late Bus Rus)
 - Fixed Charges - \$63,000 (ESMEC Reserves related to Healthcare)

- Decrease the following:
 - Instructional Salaries - \$179,000
 - Other Instructional Costs - \$6,500

ACTION

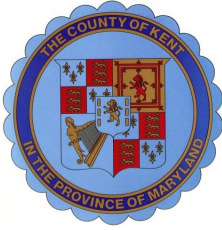
Administration requests County approval of the Fiscal Year 2025 Unrestricted Budget Amendment #2.

**Kent County Public Schools
Fiscal Year 2025
Budget Amendment #2**

Unrestricted Budget Amendment Spreadsheet - Fiscal Year 2025								
	Original Budget	Amendment #1	Amendment #2	Amendment #	Amendment #	Amendment #	Amendment #	Total
Unrestricted Revenue								
Local Appropriation	\$20,382,670							\$20,382,670
Non-Recurring Costs	\$0							\$0
Other	\$375,052							\$375,052
State Share Current Exp	\$11,456,085	\$30,968.00						\$11,487,053
Federal	\$0							\$0
Fund Balance	\$1,704,732		\$716,566					\$2,421,298
Totals	\$33,918,539	\$30,968	\$716,566	\$0	\$0	\$0	\$0	\$34,666,073
Unrestricted Expenditures								
Administration	\$1,704,689							\$1,704,689
Mid-Level	\$2,563,584							\$2,563,584
Instructional Salary	\$11,466,514		-\$179,000					\$11,287,514
Instructional Supply	\$442,064		\$140,711					\$582,775
Instructional Other	\$731,832		\$86,000					\$817,832
Special Education	\$3,512,940	\$30,968						\$3,543,908

**Kent County Public Schools
Fiscal Year 2025
Budget Amendment #2**

Pupil Personnel	\$539,509							\$539,509
Health Service	\$931,230							\$931,230
Transportation	\$2,043,499		\$30,000					\$2,073,499
Operations	\$2,133,803							\$2,133,803
Maintenance	\$689,501							\$689,501
Fixed Charges	\$7,565,178		\$63,000					\$7,628,178
Food Service Transfer	\$0							\$0
Capital Outlay	\$170,052							\$170,052
Total	\$34,494,394	\$30,968	\$140,711	\$0	\$0	\$0		\$34,666,073



**Dr. Mary McComas, Superintendent, and Alleesa Stewart, Director of
Finance, Kent County Public Schools
12/17/2024
County Commissioners Meeting**

Item Summary:

FY2024 Financial Statement Audit

ATTACHMENTS:

Description

2024 Financial Statement Audit_Memo

Kent County Board of Education Financial Statements 6.30.2024



Kent County Public Schools

Growing a Community of Leaders

TO: County Commissioners of Kent County, MD

FROM: Dr. Mary Boswell-McComas, Superintendent
Alleesa Stewart, MBA – Director of Finance

RE: 2024 Financial Statement Audit Report

DATE: December 17, 2024

PURPOSE

Administration is requesting County approval of the 2024 Financial Statement Audit.

SUMMARY

The 2024 Financial Statement Audit for Kent County Board of Education was conducted by UHY, LLP. Kent County Board of Education received an unmodified opinion on the Fiscal Year 2024 Financial Statement Audit; which is the highest level of opinion to receive. In the Auditor's opinion, the financial statements were presented fairly in all material respects.

ACTION

Administration requests County Approval for the 2024 Financial Statement Audit.

**BOARD OF EDUCATION
OF KENT COUNTY, MARYLAND**

AUDITED FINANCIAL STATEMENTS

For the year ended June 30, 2024

BOARD OF EDUCATION OF KENT COUNTY, MARYLAND

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INDEPENDENT AUDITORS' REPORT

Board of Education of Kent County, Maryland
Rock Hall, Maryland

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the Board of Education of Kent County, Maryland, component unit of Kent County, Maryland ("the Board"), as of and for the year ended June 30, 2024, and the related notes to the financial statements, which collectively comprise the Board's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of the Board of Education of Kent County, Maryland, as of June 30, 2024, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of The Board of Education of Kent County, Maryland and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about The Board of Education of Kent County, Maryland's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of The Board of Education of Kent County, Maryland's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about The Board of Education of Kent County, Maryland's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, schedule of revenues, expenditures and encumbrances budget and actual – general fund, schedule of changes in the Board's net OPEB liability and related ratios, schedule of investment returns, schedule of the Board's proportionate share of the net pension liability, and schedule of Board contributions – pensions, as listed in the table of contents, be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied

certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise The Board of Education of Kent County, Maryland's basic financial statements. The accompanying schedule of revenues – general fund, combining balance sheet – nonmajor governmental funds, combining statement of revenues, expenditures, and changes in fund balances – nonmajor governmental funds, schedule of revenues and expenditures – food service fund, and statement of revenues, expenditures and fund balance – school activities fund, are presented for the purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the additional supplementary information as referred to above is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated September 30, 2024, on our consideration of The Board of Education of Kent County Maryland's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of The Board of Education of Kent County, Maryland's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering The Board of Education of Kent County, Maryland's internal control over financial reporting and compliance.

The image shows a handwritten signature in blue ink that reads "UHY LLP". The letters are stylized and cursive.

Salisbury, Maryland
September 30, 2024

**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING
AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL
STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

Board of Education of Kent County, Maryland
Rock Hall, Maryland

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of The Board of Education of Kent County, Maryland, as of and for the year ended June 30, 2024, and the related notes to the financial statements, which collectively comprise The Board of Education of Kent County, Maryland's basic financial statements, and have issued our report thereon dated September 30, 2024.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered The Board of Education of Kent County, Maryland's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of The Board of Education of Kent County, Maryland's internal control. Accordingly, we do not express an opinion on the effectiveness of The Board of Education of Kent County, Maryland's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that have not been identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether The Board of Education of Kent County, Maryland's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

The image shows a handwritten signature in dark ink that reads "UHY LLP". The letters are stylized and cursive, with the "U" and "H" being particularly prominent.

Salisbury, Maryland
September 30, 2024

MANAGEMENT'S DISCUSSION AND ANALYSIS

**THE BOARD OF EDUCATION OF KENT COUNTY
Rock Hall, Maryland**

**Management’s Discussion and Analysis (MD&A)
June 30, 2024**

Our discussion and analysis of the Board of Education of Kent County’s financial performance provides an overview of the Board’s financial activities for the fiscal year ended June 30, 2024. Please read it in conjunction with the financial statements.

The goal of MD&A is for the Board’s financial managers to present an objective and easily readable analysis of the Board’s financial activities based on currently known facts, decisions, or conditions.

Financial Highlights

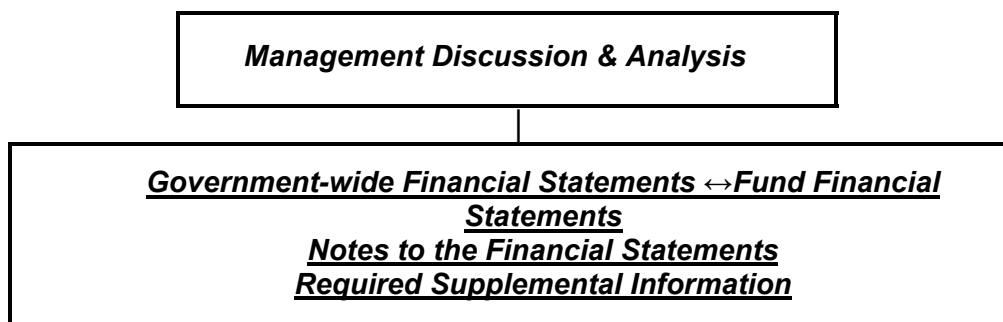
The General Fund unrestricted revenue budget was increased by \$46,473, or 0.10%, during the year from the originally adopted budget. Amounts budgeted for unrestricted expense increased by \$46,473. The final budget for restricted revenues and expense is based on grant award amounts to be received in future years.

The General Fund fund balance increased by \$215,212 on a budgetary basis.

Excluding revenues and expenditures related to restricted federal and state grants, the General Fund budget revenues exceeded the actual revenues by \$261,927; expenditures and encumbrances were \$495,165, or approximately 1.6%, under the amended budget.

Details of the General Fund budget variances can be found on page 54 of the financial statements.

Basic Financial Statements



The illustration above represents the minimum requirements for the Board’s external financial statements.

Government-wide Financial Statements

The government-wide perspective is designed to provide readers with a complete financial view of the entity known as The Board of Education of Kent County. The financial presentation of this perspective is similar to a private sector business.

The *statement of net position* presents information on all of the assets and liabilities of the Board with the difference between the two reported as *net position*. The *statement of activities* presents information showing how the Board's net position changed during the most recent fiscal year.

These statements measure the change in total economic resources during the period utilizing the accrual basis of accounting. This means any change in net position is reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (like earned but unused employee leave), or for which cash has already been expended (depreciation of buildings and equipment already purchased).

The government-wide perspective is unrelated to budget and, accordingly, budget comparisons are not provided.

Fund Financial Statements

A fund is a group of related accounts used to maintain control over resources that have been segregated for specific activities or objectives. The Board of Education of Kent County uses fund accounting to ensure and demonstrate compliance with finance-related requirements. The Board's funds are presented in two categories, governmental funds and fiduciary funds. The Board of Education of Kent County does not operate any enterprise activities that are reported as proprietary funds.

The measurement focus of these statements is current financial resources; therefore the emphasis is placed on the cash flows of the organization within the reporting period or in the near future. Accordingly, the modified accrual basis of accounting that measures these cash flows is used. In the case of The Board of Education of Kent County, open encumbrances are excluded from expenditures. Additionally, the State of Maryland's contribution to the teachers' retirement system are added to revenue and expenditures.

Budgetary presentation of individual fund financial information utilizing the current financial resources measurement focus and the budgetary basis of accounting is presented as part of the Required Supplementary Information. In this presentation, available cash flows of the Board itself are measured, as well as the commitment to acquire goods or services with that cash. Open encumbrances at year-end are included in the expenditures.

This is the legal basis upon which the budget is adopted, so budget comparisons are provided. Governmental Accounting Standards (GASB) requires that we present the original adopted budget as well as the final budget, and discuss the changes between them.

	Government-wide Statements	Fund Statements	Budgetary Fund Statements
Measurement Focus	Economic Resources	Current Financial Resources	Current Financial Resources
Basis of Accounting	Accrual	Modified Accrual	Cash and Commitments
Budget	No	No	Yes

The table above presents the differences in the presentation of the basic financial statements.

Fiduciary Responsibility – Trust and Custodial Funds

Retiree Health Plan Trust

The Board is the trustee, or fiduciary, for its retiree health plan trust. We exclude the activity from Kent County Public Schools' other financial statements because the assets cannot be used to finance the Board's activities. We are responsible for ensuring the assets reported in this fund are used for their intended purposes.

The Board of Education of Kent County as a Whole

Table 1

	June 30, 2024	June 30, 2023	\$ Change	% Change
Current and other assets	\$ 9,171,235	\$ 9,118,865	\$ 52,370	0.57%
Capital assets	25,644,203	26,612,323	(968,120)	-3.64%
Total Assets	<u>34,815,438</u>	<u>35,731,188</u>	<u>(915,750)</u>	<u>-2.56%</u>
Deferred outflows of resources	<u>6,698,743</u>	<u>7,314,724</u>	<u>(615,981)</u>	<u>-8.42%</u>
Current and other liabilities	5,097,112	5,212,567	(115,455)	-2.21%
Long-term liabilities	18,755,998	26,040,341	(7,284,343)	-27.97%
Total Liabilities	<u>23,853,110</u>	<u>31,252,908</u>	<u>(7,399,798)</u>	<u>-23.68%</u>
Deferred inflows of resources	<u>16,604,364</u>	<u>11,292,243</u>	<u>5,312,121</u>	<u>47.04%</u>
Net position:				
Invested in capital assets	25,008,849	25,979,038	(970,189)	-3.73%
Restricted	209,129	306,343	(97,214)	-31.73%
Unrestricted	<u>(24,161,271)</u>	<u>(25,784,620)</u>	<u>1,623,349</u>	<u>-6.30%</u>
Total Net Position	<u>\$ 1,056,707</u>	<u>\$ 500,761</u>	<u>\$ 555,946</u>	<u>111.02%</u>

During the fiscal year ended June 30, 2024, the Board's net position increased by \$555,946. The Board experienced increased expenses of approximately \$921 thousand in the current year. Total revenues decreased during the fiscal year by approximately \$2.0 million. There was a decrease in capital grants and contributions of approximately \$5.5 million which was offset in part by additional funding from the County and State. The increase in expense is primarily attributable to increased instruction and special education expenses as well as increased expenses in administration. These increases were offset by decreases in support services expense.

Capital assets are insured with the Maryland Association of Boards of Education Group Insurance Pool. The capital assets are managed using Sungard Pentamation Fixed Asset software. Inventory is updated annually.

The unrestricted net deficit at June 30, 2024 is \$24,161,271. The Board has the cash flow available to meet all current obligations.

Table 2

	June 30, 2024	June 30, 2023	\$ Change	% Change
Revenues				
Program Revenues				
Charges for services	\$ 270,602	\$ 360,974	\$ (90,372)	-25.04%
Operating grants and contributions	11,854,516	11,069,513	785,003	7.09%
Capital grants and contributions	1,120,480	6,585,836	(5,465,356)	-82.99%
General Revenues				
Kent County	19,654,557	18,559,629	1,094,928	5.90%
State of Maryland	11,563,185	10,002,692	1,560,493	15.60%
Other	301,975	194,001	107,974	55.66%
Total Revenues	44,765,315	46,772,645	(2,007,330)	-4.29%
Expenses				
Instruction and special education	22,512,648	21,567,178	945,470	4.38%
Administration	3,015,959	2,359,294	656,665	27.83%
Support services	16,553,279	17,788,434	(1,235,155)	-6.94%
Depreciation - unallocated	2,127,483	1,573,595	553,888	35.20%
Total Expenses	44,209,369	43,288,501	920,868	2.13%
Change in Net Position	555,946	3,484,144	(2,928,198)	-84.04%
Net Position Beginning	500,761	(2,983,383)	3,484,144	-116.79%
Net Position End of Year	\$ 1,056,707	\$ 500,761	\$ 555,946	111.02%

Fund Performance

Funds are self-balancing sets of accounts used by the Board to control and manage money for particular purposes. As pointed out earlier, fund information is presented in two ways to satisfy two specific purposes.

General Fund

The total unrestricted budget was expended at 98.44% excluding restricted expenditures related to restricted federal and state grants. The variances in the end of year unexpended funds versus budgeted amounts are detailed by category on page 54 of the financial statements. Expenditure changes between major categories occurred to accommodate school system priorities during the fiscal year.

The Board and the County entered into a solar agreement which began in July 2012. The project is located on the school system's Worton campus and currently contains five properties. The waterfall consists of Worton Elementary School, Kent County Community Center, Kent County Parks & Recreation, Transmitter Building, and Kent County High School. The school system then entered into another solar arrangement with the Town of Rock Hall in January 2013. The Board of Education and Rock Hall Elementary School are both participants in this venture. The school system has recognized savings from this project.

A schedule of changes between the original and final budgets for the year ended June 30, 2024 is presented below.

	Original Budget	Final Budget	Total Change
Revenues			
Local	\$ 19,654,557	\$ 19,654,557	\$ -
State of Maryland	11,218,799	11,265,272	(46,473)
Other sources	14,192,488	14,192,488	-
Restricted federal, state and other	336,760	336,760	-
Prior year's fund balance	800,173	800,173	-
	<u>46,202,777</u>	<u>46,249,250</u>	<u>(46,473)</u>
Total Revenues	<u>\$ 46,202,777</u>	<u>\$ 46,249,250</u>	<u>\$ (46,473)</u>
Expenditures and Encumbrances			
Administration	\$ 1,644,686	\$ 1,712,759	\$ (68,073)
Mid-level administration	2,321,701	2,321,701	-
Instructional salaries	10,633,700	10,322,700	311,000
Instructional texts and supplies	333,929	333,929	-
Instructional other costs	642,792	642,792	-
Special education	3,232,416	3,278,816	(46,400)
Student personnel services	500,960	500,960	-
Student health services	764,802	764,802	-
Student transportation	1,846,096	2,139,096	(293,000)
Operation of plant	1,827,561	1,997,561	(170,000)
Maintenance of plant	670,091	758,091	(88,000)
Fixed charges	7,201,502	6,893,502	308,000
Capital outlay	131,760	131,760	-
Restricted programs	14,192,488	14,192,488	-
	<u>45,944,484</u>	<u>45,990,957</u>	<u>(46,473)</u>
Total Expenditures and Encumbrances	<u>\$ 45,944,484</u>	<u>\$ 45,990,957</u>	<u>\$ (46,473)</u>

It is critical for the reader to understand that local and state revenues account for nearly all of the general fund revenue. Both are stable and highly predictable. Additional revenues are neither stable nor predictable, and usually are not budgeted in full in the original budget, but handled as adjustments during the year.

Food Service

The Board's food service program is a special revenue fund. Increased staff costs and related expenses, along with the need to replace kitchen equipment, are ongoing trends of concern. In fiscal year 2024, expenditures exceed revenues by \$100,190, resulting in a decrease in the program's fund balance.

The use of technology in inventory control and basic operations has resulted in tremendous improvements in managing the program. The school system uses a number of best practices in its food service operations and uses certain performance measures to monitor the efficiency of its operations. The system takes advantage of available USDA commodities and maximizes its participation in the National School Meal Program.

The school system has a secure web-based software program that gives parents the convenience to pay for school meals and other activities online by using MySchoolBucks. This software integrates and updates to our current Meal Tracker program eTriton. This allows parents to track their child's meal balance online. This program enabled the school system to collect online parent payments; improving collections and reducing loss of cash. Plans are ongoing to improve the service to parents and improve system efficiency.

Other

School districts in Maryland are in the uncommon position, as they are fully fiscally dependent on the state and county governments, of owning assets but not the debt associated with those facilities. Accordingly, the Board carries no bond rating and does not have a debt policy.

Capital Assets and Debt Administration

Capital assets – By the end of fiscal year 2024, the Board had invested \$74.8 million in a broad range of capital assets, including land, school buildings, athletic facilities, vehicles, and furniture and equipment. Total depreciation expense for the year was approximately \$2.4 million. More detailed information about capital assets can be found in Note 5 to the financial statements.

Long-term liabilities – At year end, the Board had \$19,063,472 in long term liabilities of which \$307,474 is due in the next fiscal year. This amount consists of the following:

- \$16,376,692 in net OPEB obligation
- \$1,818,645 in net pension liability
- \$635,354 in financed purchases
- \$232,781 in intangible right-to-use leases

Factors Bearing on the Board's Future

The most significant factors influencing the Board's future are declining student enrollment trends and its impact on future funding.

The use of fund balance, a one-time funding source, to balance the Board's operating budget creates a long-term sustainability concern. Continuing to use fund balance in this manner presents a future burden for the Board to generate a similar level of funding in subsequent years.

Additional factors that present challenges for the operating budget are that surrounding school systems consistently provide their employees with annual step increases in conjunction with a cost of living adjustment (COLA), underscoring the importance of boosting salaries to remain competitive. Other factors include increases in fixed costs, health care premiums, fuel and utilities that are beyond the Board's control.

The Maryland Commission on Innovation and Excellence in Education, known as the Kirwan Commission, was tasked with updating the State's school financing formula. Based on Commission recommendations, Senate Bill 1030 established The Blueprint for Maryland's Future as current State education policy. The effects on the use of education funding continue to change as the law is being interpreted and implemented.

Funding other post-retirement benefits (OPEB) in accordance with GASB 75 remains a concern. GASB 75 is an accounting standard for all governmental agencies which addresses post-employment benefits, other than pensions, such as health care. Under GASB 75 the District must recognize the present cost and liability of future health care that has been earned by current and retired employees. There is no requirement to fund this obligation, however, it does become a liability against the Board's assets as reported in the Government-wide Statement of Net Position. Currently, health care expenses for retirees and active employees are expensed when paid. This practice is expected to continue especially with the economic conditions our funding entities face at this time. Whether or not this liability is funded in the future may affect our budget, and the bond rating of county and state governments.

During FY 2015 the Board implemented provisions of GASB 68, Accounting and Financial Reporting for Pensions. GASB 68 requires the Board to report their proportionate share of the Maryland State Retirement and Pension System's net pension liability. The Board's proportionate share is calculated by the System's actuary and is reported as a liability on the Board's Government-wide Statement of Net Position. Currently, pension costs for retirees and active employees are expensed when paid.

Contacting the Board of Education of Kent County's Financial Management

Our financial report is designed to provide our citizens, taxpayers, parents, and students with a general overview of the Board's finances and to demonstrate its accountability for the money it receives. If you have questions about this report or wish to request additional financial information, contact the Finance Office, (410) 778-7123, at The Board of Education of Kent County, Maryland.

FINANCIAL STATEMENTS

BOARD OF EDUCATION OF KENT COUNTY, MARYLAND
STATEMENT OF NET POSITION
June 30, 2024

	<u>Governmental Activities</u>
ASSETS	
Cash and investments	\$ 4,733,050
Accounts receivable:	
Federal funds from State of Maryland	3,163,146
State of Maryland	706,436
Local	-
Other	501,097
Inventories, at cost	54,698
Prepaid items	12,808
Non depreciable capital assets	254,729
Depreciable capital assets, net	<u>25,389,474</u>
TOTAL ASSETS	<u>34,815,438</u>
DEFERRED OUTFLOWS OF RESOURCES	
Pensions (see Note 7)	666,832
Other post-employment benefits (see Note 9)	<u>6,031,911</u>
TOTAL DEFERRED OUTFLOWS OF RESOURCES	<u>6,698,743</u>
LIABILITIES	
Accounts payable:	
Vendors	846,466
Accrued payroll	2,391,220
Accrued payroll deductions and withholdings	39,819
Accrued leave	29,320
Unearned revenue	1,482,813
Long-term liabilities:	
Due within one year	307,474
Due in more than one year	<u>18,755,998</u>
TOTAL LIABILITIES	<u>23,853,110</u>
DEFERRED INFLOWS OF RESOURCES	
Pensions (see Note 7)	717,022
Other post-employment benefits (see Note 9)	<u>15,887,342</u>
TOTAL DEFERRED INFLOWS OF RESOURCES	<u>16,604,364</u>
NET POSITION	
Net investment in capital assets	25,008,849
Restricted for:	
Smith Estate	3,155
Food service	205,974
Unrestricted	<u>(24,161,271)</u>
TOTAL NET POSITION	<u><u>\$ 1,056,707</u></u>

BOARD OF EDUCATION OF KENT COUNTY, MARYLAND
STATEMENT OF ACTIVITIES
Year Ended June 30, 2024

	<u>Expenses</u>	<u>Program Revenues</u>			<u>Net (Expenses) Revenues and changes in Net Position</u>
		<u>Charges for Services</u>	<u>Operating Grants and Contributions</u>	<u>Capital Grants and Contributions</u>	
Governmental Activities					
Current:					
Administration	\$ 3,015,959	\$ -	\$ 1,172,374	\$ -	\$ (1,843,585)
Mid-level administration	2,320,709	-	98,349	-	(2,222,360)
Instructional salaries and wages	13,693,302	-	3,371,759	-	(10,321,543)
Textbooks and instructional supplies	838,140	-	575,290	-	(262,850)
Other instructional costs	1,229,573	-	646,582	-	(582,991)
Special education	4,430,924	-	1,152,268	-	(3,278,656)
Pupil personnel services	492,413	-	-	-	(492,413)
Health services	799,584	-	52,518	-	(747,066)
Pupil transportation	2,414,448	-	153,363	-	(2,261,085)
Operation of plant	1,679,413	-	130,715	-	(1,548,698)
Maintenance of plant	760,163	-	2,410	-	(757,753)
Fixed charges	6,362,375	-	822,230	-	(5,540,145)
Community services	396,142	-	396,142	-	-
Capital outlay	9,294	-	-	1,120,480	1,111,186
Food service	1,729,207	103,864	1,523,953	-	(101,390)
School activity expenditures	153,677	166,738	-	-	13,061
Unallocated depreciation	2,127,483	-	-	-	(2,127,483)
On-behalf Kent County contributions	167,182	-	167,182	-	-
On-behalf State Retirement contributions	1,589,381	-	1,589,381	-	-
Total Governmental Activities	\$ 44,209,369	\$ 270,602	\$ 11,854,516	\$ 1,120,480	(30,963,771)

General Revenues

Kent County Appropriations	19,654,557
State of Maryland - unrestricted	11,563,185
Investment earnings	51,306
Miscellaneous	250,669
Total General Revenues	31,519,717
Change in Net Position	555,946
Net Position Beginning of Year	500,761
Net Position End of Year	<u>\$ 1,056,707</u>

BOARD OF EDUCATION OF KENT COUNTY, MARYLAND
BALANCE SHEET
GOVERNMENTAL FUNDS
June 30, 2024

	<u>MAJOR FUNDS</u>			<u>Total Governmental Funds</u>
	<u>General Fund</u>	<u>Capital Projects Fund</u>	<u>Nonmajor Governmental Funds</u>	
ASSETS				
Cash and investments	\$ 4,453,307	\$ -	\$ 279,743	\$ 4,733,050
Accounts receivable:				
Federal funds from State of Maryland	3,084,681	-	78,465	3,163,146
State of Maryland	697,755	-	8,681	706,436
Other Board of Education funds	14,704	-	245,683	260,387
Local	-	-	-	-
Other	497,103	1,914	2,080	501,097
Prepaid items	12,808	-	-	12,808
Inventories, at cost	-	-	54,698	54,698
TOTAL ASSETS	\$ 8,760,358	\$ 1,914	\$ 669,350	\$ 9,431,622
LIABILITIES AND FUND BALANCES				
Accounts payable:				
Vendors	\$ 757,343	\$ -	\$ 89,123	\$ 846,466
Other Board of Education funds	258,473	1,914	-	260,387
Accrued payroll	2,307,943	-	83,277	2,391,220
Accrued payroll deductions and withholdings	39,819	-	-	39,819
Accrued leave	29,320	-	-	29,320
Unearned revenue - Federal	1,223,103	-	-	1,223,103
Unearned revenue - State	164,588	-	33,529	198,117
Unearned revenue - USDA commodities	-	-	2,782	2,782
Unearned revenue - other	58,811	-	-	58,811
TOTAL LIABILITIES	4,839,400	1,914	208,711	5,050,025
COMMITMENTS AND CONTINGENCIES				
FUND BALANCES				
Nonspendable	-	-	54,698	54,698
Restricted	-	-	209,129	209,129
Committed	2,204,732	-	-	2,204,732
Assigned	-	-	196,812	196,812
Unassigned	1,716,226	-	-	1,716,226
TOTAL FUND BALANCES	3,920,958	-	460,639	4,381,597
TOTAL LIABILITIES AND FUND BALANCES	\$ 8,760,358	\$ 1,914	\$ 669,350	\$ 9,431,622

Total Governmental Funds Balances		\$ 4,381,597
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**Amounts reported for governmental activities
in the statement of net position are different because**

Capital assets used in governmental activities are not financial resources and therefore are not reported in the funds		25,644,203
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Deferred outflows of resources not reported in the fund financial statements

Pension (see Note 7)	666,832	
Other post-employment benefits (see Note 9)	<u>6,031,911</u>	6,698,743

Long-term liabilities are not due and payable in the current period and therefore are not reported in the funds

Financed purchases	(635,354)	
Long-term leases	(232,781)	
Net pension liability	(1,818,645)	
Post-employment benefits	<u>(16,376,692)</u>	(19,063,472)

Deferred inflows of resources not reported in the fund financial statements

Pension (see Note 7)	(717,022)	
Other post-employment benefits (see Note 9)	<u>(15,887,342)</u>	<u>(16,604,364)</u>

Net Position of Governmental Activities		<u><u>\$ 1,056,707</u></u>
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BOARD OF EDUCATION OF KENT COUNTY, MARYLAND
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
Year Ended June 30, 2024

	MAJOR FUNDS			
	General Fund	Capital Projects Fund	Nonmajor Governmental Funds	Total Governmental Funds
REVENUES				
County Appropriation	\$ 19,654,557	\$ 8,080	\$ -	\$ 19,662,637
State of Maryland	11,563,185	-	28,868	11,592,053
Federal sources	-	-	1,463,963	1,463,963
Restricted Federal revenues	6,934,037	-	-	6,934,037
Restricted State and other revenues	1,671,085	1,112,400	-	2,783,485
On-behalf Kent County contributions	167,182	-	-	167,182
On-behalf State Retirement contributions	1,589,381	-	-	1,589,381
Other sources:				
Sales of food	-	-	103,864	103,864
School activity revenues	-	-	166,738	166,738
Other	300,775	-	1,200	301,975
TOTAL REVENUES	41,880,202	1,120,480	1,764,633	44,765,315
EXPENDITURES				
Current:				
Administration	2,816,550	-	-	2,816,550
Mid-level administration	2,320,709	-	-	2,320,709
Instructional salaries and wages	13,693,302	-	-	13,693,302
Instructional textbooks and supplies	838,140	-	-	838,140
Other instructional costs	1,229,573	-	-	1,229,573
Special education	4,430,924	-	-	4,430,924
Student personnel services	492,413	-	-	492,413
Student health services	799,584	-	-	799,584
Student transportation	2,447,825	-	-	2,447,825
Operation of plant	2,145,735	-	-	2,145,735
Maintenance of plant	760,163	-	-	760,163
Fixed charges	7,581,350	-	-	7,581,350
Community services	396,142	-	-	396,142
Capital outlay	98,580	1,120,480	-	1,219,060
Food services	31,122	-	1,698,085	1,729,207
School activity expenditures	-	-	153,677	153,677
On-behalf Kent County contributions	167,182	-	-	167,182
On-behalf State Retirement contributions	1,589,381	-	-	1,589,381
TOTAL EXPENDITURES	41,838,675	1,120,480	1,851,762	44,810,917
EXCESS OF REVENUES OVER EXPENDITURES	41,527	-	(87,129)	(45,602)
OTHER FINANCING SOURCES				
Proceeds from financed purchases	156,180	-	-	156,180
Proceeds from long-term leases	17,505	-	-	17,505
TOTAL OTHER FINANCING SOURCES	173,685	-	-	173,685
Net change in fund balances	215,212	-	(87,129)	128,083
Fund balances, beginning	3,705,746	-	547,768	4,253,514
Fund balances, ending	\$ 3,920,958	\$ -	\$ 460,639	\$ 4,381,597

Net change in fund balances-total Governmental Funds \$ 128,083

Amounts reported for governmental activities in the statement of activities are different because

Governmental funds report capital outlays as expenditures. However, in the statement of activities, the cost of those assets is allocated over their estimated useful lives as depreciation expense.

Fixed asset additions	1,497,011	
Current year depreciation	<u>(2,448,848)</u>	
Total		(951,837)

Proceeds from financed purchases and long-term leases are revenues in the governmental funds but increases in liabilities in the statement of net position.

Financed purchases	(156,180)	
Long-term leases	<u>(17,505)</u>	
Total		(173,685)

In governmental fund financial statements, proceeds from a sale are shown as an increase in financial resources. In government wide financial statements, gain or loss is calculated and reported.

(16,283)

Some expenses reported in the statement of activities do not require the use of current financial resources and therefore are not reported as expenditures in governmental funds.

Decrease in pension expense due to deferred financing outflow		259,934
Increase in pension expense due to net pension liability		(320,930)
Decrease in pension expense due to deferred financing inflows		293,794
Increase in post-employment benefits expense due to deferred financing outflow		(875,915)
Decrease in post-employment benefits expense due to net OPEB liability		7,468,007
Increase in post-employment benefits expense due to deferred financing inflow		(5,605,915)

Repayment of financed purchases and long-term leases are expenditures in the governmental funds, but the repayment reduces long-term liabilities in the statement of net position.

Financed purchases	154,111	
Long-term leases	<u>196,582</u>	
Total		<u>350,693</u>

Change in net position of Governmental Activities

\$ 555,946

BOARD OF EDUCATION OF KENT COUNTY, MARYLAND
STATEMENT OF FIDUCIARY NET POSITION
June 30, 2024

	<u>Retiree Benefit Trust Fund</u>
ASSETS	
Investments	<u>\$ 1,450,345</u>
TOTAL ASSETS	<u><u>\$ 1,450,345</u></u>
NET POSITION	
Held in trust for other post-employment benefits	<u><u>\$ 1,450,345</u></u>

BOARD OF EDUCATION OF KENT COUNTY, MARYLAND
STATEMENT OF CHANGES IN FIDUCIARY NET POSITION
RETIREE BENEFIT TRUST FUND
Year Ended June 30, 2024

	Retiree Benefit Trust Fund
ADDITIONS	
Contributions	\$ -
Investment Income	99,719
TOTAL ADDITIONS	<u>99,719</u>
DEDUCTIONS	
Administrative expenses	7,337
TOTAL DEDUCTIONS	<u>7,337</u>
Change in net position	92,382
Net position held in trust for other post-employment benefits beginning of year	<u>1,357,963</u>
Net position held in trust for other post-employment benefits end of year	<u><u>\$ 1,450,345</u></u>

BOARD OF EDUCATION OF KENT COUNTY, MARYLAND
NOTES TO FINANCIAL STATEMENTS
For the year ended June 30, 2024

Note 1. Description of the Board of Education of Kent County, Maryland

The Board of Education of Kent County (the "Board") is empowered by Title 13A of the Code of Maryland Regulations to fulfill the elementary and secondary educational needs of students in Kent County, Maryland (the "County").

Financial Reporting Entity

The Board is the basic level of government which has financial accountability and control over all activities related to public school education in Kent County, Maryland. The Board receives funding from local, State and Federal government sources and must comply with the requirements of these funding source entities.

The Board is a component unit of Kent County, Maryland and is included in the County's reporting entity. This conclusion has been reached based on the following criteria: 1) the County is responsible for approving the Board's budget and establishing spending limitations and 2) the Board cannot issue bonded debt, but the County can and does issue bonds to finance school system operations. In addition, there are no component units which are included in the Board's reporting entity.

Note 2. Summary of Significant Accounting Policies

The financial statements of the Board have been prepared in conformity with generally accepted accounting principles (GAAP) as applied to local government units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial principles.

The most significant of the Board's accounting policies are described below.

A. Basis of Presentation

The Board's basic financial statements consist of government-wide statements, including a statement of net position and a statement of activities, and fund financial statements which provide a more detailed level of financial information.

GOVERNMENT-WIDE FINANCIAL STATEMENTS

The statement of net position and the statement of activities display information about the Board as a whole. These statements include the financial activities of the Board. The statements distinguish between those activities of the Board that are governmental and those that are considered business-type activities. The activities of the General Fund (Current Expense Fund), Special Revenue Fund (Food Service Fund), Capital Projects Fund (School Construction Fund), and permanent fund (Smith Estate Fund) have been presented as governmental activities in the government-wide financial statements. There were no business-type activities. Internal activity between funds is eliminated from the statements.

The statement of net position presents the financial condition of the governmental activities of the Board at year-end, excluding fiduciary funds. The statement of activities presents a comparison between direct expenses and program revenues for each program or function of the Board's governmental activities. Direct expenses are those that are specifically associated with a service,

BOARD OF EDUCATION OF KENT COUNTY, MARYLAND
NOTES TO FINANCIAL STATEMENTS
For the year ended June 30, 2024

Note 2. Summary of Significant Accounting Policies (Continued)

A. Basis of Presentation (continued)

program or department and therefore clearly identifiable to a particular function. Program revenues include charges paid by the recipient of the goods or services offered by the program, grants and contributions that are restricted to meeting the operational or capital requirements of a particular program and interest earned on grants that is required to be used to support a particular program. Revenues which are not classified as program revenues are presented as general revenues of the Board, with certain limited exceptions. The comparison of direct expenses with program revenues identifies the extent to which each business segment or governmental function is self-financing or draws from general revenues of the Board.

FUND FINANCIAL STATEMENTS

During the year, the Board segregates transactions related to certain Board functions or activities in separate funds in order to aid financial management and to demonstrate legal compliance. Fund financial statements are designed to present financial information of the Board at a more detailed level. The focus of governmental fund financial statements is on major funds. Each major fund is presented in a separate column and non-major governmental funds are reported combined in a separate column in the fund financial statements.

B. Fund Accounting

The Board uses funds to maintain its financial records during the year. A fund is defined as a fiscal and accounting entity with a self-balancing set of accounts. There are three categories of funds: governmental, proprietary and fiduciary (the Board has no proprietary funds).

GOVERNMENTAL FUND TYPES

Governmental funds are those through which most governmental functions typically are financed. Governmental fund reporting focuses on the sources, uses and balances of current financial resources. Expendable assets are assigned to the various governmental funds according to the purpose for which they may or must be used. Current liabilities are assigned to the fund from which they will be paid. The difference between governmental fund assets and liabilities is reported as fund balance. The following are the Board's major and non-major governmental funds:

Major funds:

General Fund (Current Expense Fund) - The General Fund is the general operating fund of the Board. All general revenues and other receipts that are not allocated by law or contractual agreement to another fund and general operating expenditures are accounted for in this fund.

Capital Projects Fund (School Construction Fund) – School Construction Funds are used to account for financial resources to be used for the acquisition or construction of major capital facilities. The Board administers the construction and repair of public schools and uses the School Construction Fund to record the revenues from the County and other governmental units and the expenditures in connection therewith.

BOARD OF EDUCATION OF KENT COUNTY, MARYLAND
NOTES TO FINANCIAL STATEMENTS
For the year ended June 30, 2024

Note 2. Summary of Significant Accounting Policies (Continued)

B. Fund Accounting (continued)

Non-major funds:

Special Revenue Fund (Food Service Fund) – Special revenue funds are used to account for the proceeds of specific revenue sources (other than major capital projects) that are legally restricted to expenditures for specified purposes. The Food Service Fund is used to account for and report all activities of the Board’s nonprofit food service operation.

Smith Estate Fund – The Smith Estate fund is a permanent fund resulting from a bequest of funds that provides for payment of library expenses to the extent of investment income.

Special Revenue Fund (School Activity Fund) – The School Activity Fund is used to account for revenues and expenditures at the schools for, among other things, student insurance and pictures, athletics, clubs and other student activities, and principals’ miscellaneous expenses.

FIDUCIARY FUND TYPES

Retiree Benefit Trust Fund – This fund consists of contributions of the Board to establish a reserve to pay for health and welfare benefits of future retirees. Contributions to the trust qualify as contributions and are reported using the economic resource measurement focus and the accrual basis of accounting under which expenses are recorded when the liability is incurred. Fiduciary funds are not reported in the government-wide financial statements.

C. Measurement Focus

Government-wide financial statements – The government-wide financial statements are prepared using the economic resources measurement focus. All assets and liabilities associated with the operation of the Board are included on the statement of net position.

Fund financial statements – All governmental funds are accounted for using a flow of current financial resources measurement focus. With this measurement focus, only current assets and current liabilities generally are included on the balance sheet. The statement of revenues, expenditures and changes in fund balances reports on the sources (i.e., revenues and other financing sources) and uses (i.e., expenditures and other financing uses) of current financial resources. This approach differs from the manner in which the governmental activities of the government-wide financial statements are prepared. Governmental fund financial statements therefore include a reconciliation with brief explanations to better identify the relationship between the government-wide statements and the statements for government funds.

D. Basis of Accounting

Basis of accounting determines when transactions are recorded in the financial records and reported on the financial statements. Government-wide financial statements are prepared using the accrual basis of accounting. Governmental funds use the modified accrual basis of accounting. Fiduciary funds also use the accrual basis of accounting. Differences in the accrual and the modified accrual basis of accounting arise in the recognition of revenue, the recording of unearned revenue, and in the presentation of expenses versus expenditures.

BOARD OF EDUCATION OF KENT COUNTY, MARYLAND
NOTES TO FINANCIAL STATEMENTS
For the year ended June 30, 2024

Note 2. Summary of Significant Accounting Policies (Continued)

D. Basis of Accounting (continued)

Revenues-Exchange and Non-exchange Transactions – Revenue resulting from exchange transactions, in which each party gives and receives essentially equal value, is recorded on the accrual basis when the exchange takes place. On a modified accrual basis, revenue is recorded in the fiscal year in which the resources are measurable and become available. Available means that the resources will be collected within the current fiscal year or are expected to be collected soon enough thereafter to be used to pay liabilities of the current fiscal year.

Non-exchange transactions, in which the Board receives value without directly giving equal value in return, include primarily grants. Revenue from grants is recognized in the fiscal year in which all eligibility requirements have been satisfied. Eligibility requirements include timing requirements, which specify the year when the resources are required to be used or the year when use is first permitted, matching requirements, in which the Board must provide local resources to be used for a specified purpose, and expenditure requirements, in which the resources are provided to the Board on a reimbursable basis. On a modified accrual basis, revenue from non-exchange transactions must also be available before it can be recognized.

Under the modified accrual basis, the following revenue sources are considered to be both measurable and available at year end: interest, tuition, grants, fees and rentals.

Unearned revenue – Unearned revenue arises when assets are recognized before revenue recognition criteria have been satisfied.

Grants received before the eligibility requirements are met are also recorded as unearned revenue.

On governmental fund financial statements, receivables that will not be collected within the available period have also been reported as unearned revenue.

Expenses/Expenditures – On the accrual basis of accounting, expenses are recognized at the time they are incurred.

The measurement focus of governmental fund accounting is on decreases in net financial resources (expenditures) rather than expenses. Expenditures are generally recognized in the accounting period in which the related fund liability is incurred, if measurable. Allocations of cost, such as depreciation and amortization, are not recognized in governmental funds.

The fair value of donated commodities used during the year is reported as an expenditure with a like amount reported as donated commodities revenue. Unused donated commodities are reported as unearned revenue.

E. Budgetary Data

All funds, other than agency funds, are legally required to be budgeted and appropriated. The budget is prepared on the budgetary basis of accounting. The budget establishes a limit on the amounts that the Board may appropriate and sets annual limits as to the amount of expenditures at a level of control selected by the Board. The legal level of control has been established by the Board at the category level within each fund.

BOARD OF EDUCATION OF KENT COUNTY, MARYLAND
NOTES TO FINANCIAL STATEMENTS
For the year ended June 30, 2024

Note 2. Summary of Significant Accounting Policies (Continued)

E. Budgetary Data (continued)

The budget may be amended during the year if projected increases or decreases in revenue are identified. The amounts reported as the original budgeted amounts in the budgetary statements reflect the amounts when the original budget was adopted. The amounts reported in the final budgeted amounts reflect amendments approved by the County government during the year between categories and those approved by the Board within categories. Unexpended appropriations lapse at the end of each fiscal year.

The expenditures under state and federal restricted programs may exceed budgeted amounts. The grants included in this category are not part of budget categories subject to the spending limitations of the operating budget. Expenditures under these programs are limited to the amounts of the respective grants.

Annual budgetary comparisons to actual expenditures are not presented in the financial statements for the capital projects fund. School construction is budgeted on a project basis with funds primarily provided by Kent County and State of Maryland. State funds are approved by the State's interagency committee.

F. Inventory

On government-wide financial statements and the fund financial statements, inventories are presented at the lower of cost or market on a first-in, first-out basis and are expensed when used. Inventory consists of expendable food and supplies held for consumption. Food received from the USDA is included at values stated by the USDA and is offset by a deferred credit until consumed.

G. Capital Assets

General capital assets are those assets not specifically related to activities reported in proprietary funds. These assets generally result from expenditures in the governmental funds. These assets are reported in the governmental activities column of the government-wide statement of net position but are not reported in the fund financial statements.

All capital assets are capitalized at cost (or estimated historical costs) and updated for additions and retirements during the year. Donated capital assets are recorded at their fair market values as of the date received. The Board maintains a capitalization threshold of \$5,000. The Board does not possess any infrastructure. Improvements are capitalized; the costs of normal maintenance and repairs that do not add value to the asset or materially extend an asset's life are not.

All reported capital assets except land and construction in progress are depreciated. Improvements are depreciated over the remaining useful lives of the related capital assets. Property, plant and equipment is depreciated using the straight-line method over estimated useful lives of 20 to 50 years for buildings and land improvements and 5-20 years for equipment.

Assets that have been acquired with funds received through federal grants must be used in accordance with the terms of the grant. Federal regulations require, in some cases, that the Board must reimburse the federal government for any assets which the Board retains for its own use after the termination of the grant unless otherwise provided by the grantor.

BOARD OF EDUCATION OF KENT COUNTY, MARYLAND
NOTES TO FINANCIAL STATEMENTS
For the year ended June 30, 2024

Note 2. Summary of Significant Accounting Policies (Continued)

H. Compensated Absences

As of June 30, 2024, the value of accumulated unused sick leave has not been determined. It is not practical to estimate the portion of such values which will ultimately be paid because payment is contingent upon employees’ future illnesses or retirement. The Board expects its commitment to provide sick leave to be met during the normal course of activities over the working lives of the present employees.

Any accumulated unused sick leave at retirement will ultimately be taken into consideration and paid through retirement benefits by the State of Maryland.

Twelve-month employees earn annual leave at varying rates dependent upon position and length of service. Annual leave generally must be taken by June 30 each year. For support staff, up to 15 days may be transferred to the next fiscal year. For administrative staff, up to three days may be transferred to the first week of July, and they can contribute 10 unused days to their 403(b) plans at the end of the fiscal year.

At June 30, 2024, a total of \$29,320 in unused annual leave is available, which has been recorded as accrued leave payable in the Statement of Net Position.

Expenditures in the Statement of Revenues and Expenditures for such items are the amounts accrued during the year that normally would be liquidated with expendable available financial resources. All accrued compensated absences are recorded in the government-wide financial statements.

I. Unearned Revenues

Unearned revenues consist of federal and state grants, USDA commodities and other refundable advances that have not been expended as of June 30, 2024 and consist of the following:

Restricted federal, state and other grant programs	\$ 1,421,220
USDA commodities	2,782
Other unearned revenue	58,811
Total	\$ 1,482,813

J. Accrued Liabilities and Long-Term Obligations

All payables, accrued liabilities and long-term obligations are reported in the government-wide statements.

In general, governmental fund payables and accrued liabilities that, once incurred, are paid in a timely manner and in full from current financial resources are reported as obligations of the funds. However, claims and judgments and compensated absences that will be paid from governmental funds are reported as a liability in the fund financial statements only to the extent that they are due for payment during the current year.

BOARD OF EDUCATION OF KENT COUNTY, MARYLAND
NOTES TO FINANCIAL STATEMENTS
For the year ended June 30, 2024

Note 2. Summary of Significant Accounting Policies (Continued)

K. Net Position

In the government-wide financial statements, net position represents the difference between assets plus deferred outflows of resources and liabilities plus deferred inflows of resources. Net investment in capital assets consists of capital assets, net of accumulated depreciation, reduced by the outstanding balances of any borrowings used for the acquisition, construction or improvement of those assets. Net position is reported as restricted when there are limitations imposed on their use either through the enabling legislation adopted by the Board or through external restrictions imposed by grantors, creditors or laws or regulations of other governments.

The Board applies restricted resources first when an expense is incurred for purposes for which both restricted and unrestricted net position is available. Furthermore, committed fund balances are reduced first, followed by assigned amounts, and then unassigned amounts when expenditures are incurred for purposes for which amounts in any of those unrestricted fund balance classifications can be used.

L. Deferred Outflows and Inflows of Resources

In addition to assets, the statement of net position reports a separate section for deferred outflows of resources. Deferred outflows of resources represent a consumption of net position that applies to a future period and so will not be recognized as an outflow of resources (expense/expenditure) until that period. The Board has two items that qualify for reporting in this category. The Board recognizes a deferred outflow of resources related to its pension liability (Note 7) and OPEB liability (Note 9) for changes in assumptions, the difference between actual and expected experience, the net difference between projected and actual investment earnings on plan investments, and contributions subsequent to the measurement date. These amounts are deferred and recognized as an outflow from resources in the period that the amounts become available.

In addition to liabilities, the statement of net position reports a separate section for deferred inflows of resources. Deferred inflows of resources represent an acquisition of net position that applies to a future period and so will not be recognized as an inflow of resources (revenue) until that time. The Board has two items that qualify for reporting in this category. The Board recognizes a deferred inflow of resources related to its pension liability (Note 7) and OPEB liability (Note 9) for changes in assumptions, the difference between actual and expected experience, the net difference between projected and actual investment earnings on plan investments, and change in the proportion and share of contributions. These items are deferred and recognized as an inflow from resources in the period that the amounts become available.

The deferred outflows and inflows of resources represent reconciling items between the governmental fund financial statements and the government-wide financial statements.

BOARD OF EDUCATION OF KENT COUNTY, MARYLAND
NOTES TO FINANCIAL STATEMENTS
For the year ended June 30, 2024

Note 2. Summary of Significant Accounting Policies (Continued)

M. Fund Balance

Fund balances are reported separately within classifications based on a hierarchy of the constraints placed on the use of those resources. The classifications are based on the relative strength of the constraints that control how the specific amounts can be spent. The classifications are nonspendable (i.e. inventory or long term receivables), restricted (by external parties or legislation), committed (by resolution of the Board of Education), assigned (by management approval for specific purposes) and unassigned. Nonspendable fund balance cannot be spent because of its form. Restricted fund balance has limitations imposed by creditors, grantors, or contributors or by enabling legislation or constitutional provisions. Committed fund balance is a limitation imposed by the Board. Assigned fund balances is a limitation imposed by a designee of the Board. Unassigned fund balance in the General Fund is the net resources in excess of what can be properly classified in one of the above four categories.

N. Estimates

The preparation of financial statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results may differ from those estimates.

O. Cash and Cash Equivalents

The Board considers highly liquid investments to be cash equivalents if they have a maturity of three months or less when purchased.

P. Interfund Receivables and Payables and Transfers

Activities between funds that are representative of lending or borrowing arrangements outstanding at the end of the fiscal year are referred to as due to/from other funds. Transfers are fund balance amounts reserved and/or designated in the prior year that received County approval to be spent on capital projects.

Q. Encumbrance Accounting

Encumbrances for goods or purchased services are documented by purchase orders or contracts. Encumbrances are reported as assigned fund balance in the governmental fund financial statements. There were no General fund unrestricted encumbrances outstanding at June 30, 2024 that were provided for in the current year's budget for the budgetary basis of accounting but will be accounted for under generally accepted accounting principles in the subsequent year.

R. On-behalf Payments

The Board recognizes as revenue and expenditures amounts expended on its behalf during the fiscal year for amounts paid by third parties. During fiscal year 2024, the Board recognized \$1,589,381 for amounts expended on its behalf by the State of Maryland for retirement contributions and \$167,182 for amounts expended on its behalf by Kent County for school resource officers, information technology services, and ground maintenance.

BOARD OF EDUCATION OF KENT COUNTY, MARYLAND
NOTES TO FINANCIAL STATEMENTS
For the year ended June 30, 2024

Note 3. Cash and Investments

At June 30, 2024, the reported amount of the Board's deposits was \$4,733,050 and the bank balance was \$6,245,826. As required by law, each depository is to pledge securities at least equal to the amount on deposit at all times in addition to insurance provided by the Federal Deposit Insurance Corporation (FDIC). These collateralization requirements are established to reduce custodial risk which is the risk that in the event of a bank failure, the Board's deposits may not be returned to it. As of June 30, 2024, the bank deposits were fully insured or collateralized.

The Board's exposure to investment rate and credit risk is minimal as all investments are in cash and are thus precluded from having to sell below original cost. Custodial credit risk is mitigated by attempting to have all investments fully collateralized by securities.

Investment in External Investment Pool

The Board has funds designated for Other Postemployment Benefits (OPEB) that are held by the Maryland Association of the Boards of Education (MABE) in the MABE Pooled OPEB Investment Trust (MABE Trust). The MABE Trust is administered by MABE, and is a wholly-owned instrumentality of its members. The ten members who are the sole contributors to the MABE Trust are the Allegany Fiduciary Fund and the boards of education of the following counties in Maryland: Allegany, Caroline, Cecil, Charles, Harford, Kent, Prince George's, St. Mary's and Washington.

The investments of the MABE Trust are stated at fair value and are deposited with Fidelity at June 30, 2024. Investments consist of money market funds, U.S. government and agency fixed income and asset backed securities, equity securities, mutual funds, and corporate bonds and corporate asset backed securities. The MABE Trust categorizes its fair value measurements within the fair value hierarchy established by GAAP. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted market prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; and Level 3 are significant unobservable inputs. All investments of the MABE Trust are considered Level 1 or Level 2, the Board's membership investment in the MABE Trust are considered Level 2. For investments in mutual funds, there are no unfunded commitments and investments are able to be fully redeemed on a daily basis. At June 30, 2024, the pooled position of the MABE Trust was \$694,650,255 in total, of which the Board's allocated investment balance was \$1,450,345. The Board may terminate its membership interest in the MABE Trust and withdraw its allocated investment balance by providing written notice six months prior to the intended date of withdraw.

The MABE Trust is audited annually by an independent CPA firm and issues a publicly available audited report. The report may be obtained by sending a request to the Administrator of the MABE Pooled OPEB Investment Trust, 621 Ridgely Avenue, Suite 300, Annapolis, Maryland 21401-1112 or by calling (410) 841-5414.

BOARD OF EDUCATION OF KENT COUNTY, MARYLAND
NOTES TO FINANCIAL STATEMENTS
For the year ended June 30, 2024

Note 4. Interfund Receivables and Payables

	Due From Other Funds	Due To Other Funds
General Fund	\$ 1,914	\$ 245,683
School Construction Fund	-	1,914
Food Services Fund	245,569	-
Smith Estate	114	-
	<u>\$ 247,597</u>	<u>\$ 247,597</u>

Due to/from other funds represent advances of cash for operating needs. There were no transfers during the year.

Note 5. Capital Assets

Capital asset activity for the year ended June 30, 2024, was as follows:

	Balance June 30, 2023	Additions	Deductions	Transfers	Balance June 30, 2024
Governmental Activities					
Capital Assets, not being depreciated					
Construction in progress	\$ 6,480,531	\$ -	\$ -	\$ (6,347,827)	\$ 132,704
Land	122,025	-	-	-	122,025
Total capital assets, not being depreciated	<u>6,602,556</u>	<u>-</u>	<u>-</u>	<u>(6,347,827)</u>	<u>254,729</u>
Capital assets, being depreciated					
Land improvements	726,079	66,632	-	153,247	945,958
Buildings, furniture, fixtures and equipment	63,438,638	1,143,133	-	6,194,580	70,776,351
Vehicles	1,769,634	269,740	(145,533)	-	1,893,841
Total capital assets, being depreciated	<u>65,934,351</u>	<u>1,479,505</u>	<u>(145,533)</u>	<u>6,347,827</u>	<u>73,616,150</u>
Less accumulated depreciation:					
Land improvements	(504,630)	(46,761)	-	-	(551,391)
Buildings, furniture, fixtures and equipment	(44,964,090)	(2,057,062)	-	-	(47,021,152)
Vehicles	(850,773)	(153,659)	129,250	-	(875,182)
Total accumulated depreciation	<u>(46,319,493)</u>	<u>(2,257,482)</u>	<u>129,250</u>	<u>-</u>	<u>(48,447,725)</u>
Total capital assets, being depreciated, net	<u>19,614,858</u>	<u>(777,977)</u>	<u>(16,283)</u>	<u>6,347,827</u>	<u>25,168,425</u>
Intangible right-to-use assets:					
Leased equipment	861,696	17,506	-	-	879,202
Less accumulated amortization	(466,787)	(191,366)	-	-	(658,153)
Total intangible right-to-use assets, net	<u>394,909</u>	<u>(173,860)</u>	<u>-</u>	<u>-</u>	<u>221,049</u>
Governmental activities capital assets, net	<u>\$ 26,612,323</u>	<u>\$ (951,837)</u>	<u>\$ (16,283)</u>	<u>\$ -</u>	<u>\$ 25,644,203</u>

BOARD OF EDUCATION OF KENT COUNTY, MARYLAND
NOTES TO FINANCIAL STATEMENTS
For the year ended June 30, 2024

Note 5. Capital Assets (Continued)

Depreciation expense was charged to governmental functions as follows:

Administration	\$	199,409
Pupil transportation		121,956
Unallocated		<u>2,127,483</u>
 Total depreciation expense	 \$	 <u>2,448,848</u>

Note 6. Long-Term Liabilities

A summary of long-term liabilities for the year ended June 30, 2024 is as follows:

	Balance June 30, 2023	Increases	Decreases	Balance June 30, 2024	Due within one year
Financed purchases	\$ 633,285	\$ 156,180	\$ 154,111	\$ 635,354	\$ 199,412
Intangible right-to-use leases	411,858	17,505	196,582	232,781	108,062
Net pension liability (Note 7)	1,497,715	320,930	-	1,818,645	-
Net OPEB liability (Note 9)	23,844,699	-	7,468,007	16,376,692	-
	<u>\$ 26,387,557</u>	<u>\$ 494,615</u>	<u>\$ 7,818,700</u>	<u>\$ 19,063,472</u>	<u>\$ 307,474</u>

Long-term liabilities are normally paid from the General Fund.

Note 7. Pension Plans

Plan Description

The State Retirement Agency is the administrator of the Maryland State Retirement and Pension System (the System). The System was established by the State Personnel and Pensions Article of the Annotated Code of Maryland to provide retirement allowances and other benefits. The System is comprised of the Teachers' Retirement and Pension Systems, Employees' Retirement and Pension Systems, State Police Retirement System, Judges' Retirement System, and the Law Enforcement Officers' Pension System. Responsibility for the System's administration and operation is vested in a 15 member Board of Trustees. The State Retirement Agency issues a publicly available financial report that includes financial statements and required supplementary information for the System. That report may be obtained by writing to the State Retirement and Pension System of Maryland, 120 E. Baltimore Street, Suite 1660, Baltimore, Maryland 21202-1600 or on-line at www.sra.maryland.gov.

The System's financial statements are prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America. For purposes of measuring net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the System and additions to/deductions from the System's fiduciary net position have been determined on the same basis as they are reported by the System. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with benefit terms. Investments are reported at fair value.

BOARD OF EDUCATION OF KENT COUNTY, MARYLAND
NOTES TO FINANCIAL STATEMENTS
For the year ended June 30, 2024

Note 7. Pension Plans (Continued)

Generally, all regular employees of the Board participate in the Employees' Retirement and Pension Systems (Employee's Systems). Teachers employed by the Board generally participate in the Teachers' Retirement and Pensions Systems (Teachers' Systems). Both the Employees' Systems and the Teachers' Systems (collectively the Systems) are cost sharing multiple-employer defined benefit pension plans.

Teachers' and Employees' Retirement Systems and the Teachers' and Employees' Pension Systems

General Plan Policies

The Teachers' Retirement System of the State of Maryland was established on August 1, 1927 and is administered in accordance with the State Personnel and Pensions Article of the Annotated Code of Maryland for the purpose of providing retirement allowances and other benefits to teachers in the State. In addition, on January 1, 1980, the Teachers' Pension System of the State of Maryland was established. In this regard, teachers hired on or after January 1, 1980 become members of the Teachers' Pension System, unless they elect to join an optional retirement program. Until December 31, 2004, existing members of the Teachers' Retirement System had the option of remaining in the Teachers' Retirement System or transferring to the Teachers' Pension System.

On October 1, 1941, the Employees' Retirement System was established to provide retirement allowances and other benefits to State employees, elected and appointed officials and the employees of participating governmental units. Effective January 1, 1980, the Employees' Retirement System was essentially closed to new members and the Employees' Pension system was established. Until December 31, 2004, existing members of the Employees' Retirement System had the option of remaining in the Employees' Retirement System or transferring to the Employees' Pension System.

Significant Plan Benefits and Policies

The following is a general description of the significant plan benefits and related contribution requirements for the Teachers' and Employees' Retirement Systems and the Teachers' and Employees' Pension Systems:

Teachers' and Employees' Retirement Systems

Retirement Benefits:

A member may retire with full benefits after attaining the age of 60, or after completing 30 years of creditable service regardless of age. The annual retirement allowance is equal to 1/55 of a member's average final compensation (i.e. average of the member's three highest years of annual earnable compensation) multiplied by the number of years and months of accumulated creditable service. A member may retire with reduced benefits after completing 25 years of creditable service regardless of age. Retirement allowances are adjusted each year based on the Consumer Price Index. Cost-of-living adjustments (COLAs) are applied to all allowances payable for the year, however, the method by which the COLA is computed depends upon elections made by members and is tied to member contributions.

BOARD OF EDUCATION OF KENT COUNTY, MARYLAND
NOTES TO FINANCIAL STATEMENTS
For the year ended June 30, 2024

Note 7. Pension Plans (Continued)

Teachers' and Employees' Retirement Systems (continued)

Vested Allowance:

A member terminating employment before attaining retirement age but after completing 5 years of creditable service becomes eligible for a vested retirement allowance, provided the member lives to the age of 60 and does not withdraw his or her accumulated contributions. Members terminating employment before attaining retirement age and before completing 5 years of creditable service are refunded their accumulated contributions plus earned interest.

Employee Contributions:

Members of the Teachers' and Employees' Retirement System are required to contribute to the systems a fixed percentage of their regular salaries and wages (e.g. 7% or 5%, depending on the COLA option selected). The contributions are deducted from each member's salary and wage payment and are remitted to the systems on a regular, periodic basis.

Teachers' and Employees' Pension Systems

Pension Benefits:

A member may retire with full benefits after completing 30 years of eligibility service regardless of age, or at age 62 or older with specified years of eligibility service. On retirement from service, a member shall receive an annual service pension allowance. The annual pension allowance is equal to 1.2% of average compensation for the three highest consecutive years as an employee for years of creditable service accrued prior to July 1, 1998 and 1.8% of average compensation for the three highest consecutive years as an employee for years of creditable service accrued on or after July 1, 1998. Members are eligible for early service pension allowances upon attaining age 55 with at least 15 years of eligibility service.

Vested Allowance:

A member terminating employment before attaining retirement age, but after completing 5 years of eligibility service, becomes eligible for a vested pension allowance provided the member lives to age 62. Members terminating employment before attaining retirement age and before completing 5 years of eligibility service are refunded their accumulated contributions plus earned interest.

Employee Contributions:

Effective July 1, 2011, members of the Teachers' and Employees' Pension Systems are required to contribute to the systems 7% of their regular salaries and wages up to the social security wage base in the year ending June 30, 2024. The contributions are deducted from each member's salary and wage payments and are remitted to the systems on a regular, periodic basis.

For members enrolled on and after July 1, 2011, the employee contribution is 7%; vesting requires ten years of eligible service; service retirement is at age 65 with ten years of eligibility service or based on the Rule of 90 (age and service must equal 90); early service retirement is age 60 with 15 years of eligibility service; average final compensation is a five year average; and the benefit multiplier per year is 1.5%.

BOARD OF EDUCATION OF KENT COUNTY, MARYLAND
NOTES TO FINANCIAL STATEMENTS
For the year ended June 30, 2024

Note 7. Pension Plans (Continued)

Teachers' and Employees' Retirement Systems and the Teachers' and Employees' Pension Systems

Employer Contributions:

For the year ended June 30, 2024 the Board's total payroll for all employees was \$23,380,018. Total covered payroll was \$20,570,196. Covered payroll refers to all compensation paid by the Board to active employees covered by either the Teachers' Systems or Employees' Systems.

During fiscal year 2024, the State of Maryland contributed \$1,589,381 to the Systems on behalf of the Board. The Board has recognized the State on-behalf payments as both a revenue and expense in the General Fund.

Teachers' Retirement and Pension Systems:

In accordance with Maryland Senate Bill 1301, *Budget Reconciliation and Financing Act of 2012*, the Board is required to pay the State 100% of the normal cost portion of the total pension cost for teachers. The normal cost is the portion of the total retirement benefit cost that is allocated to the current year of the employee's service. As contractually required, during fiscal year 2024, the Board contributed \$818,003 to the Teachers' Retirement and Pension System.

Employees' Retirement and Pension Systems:

During fiscal year 2024, the Board contributed \$213,089 to the Employees' Retirement and Pension System.

Pension Liabilities, Pension Expense, Deferred Outflows of Resources, and Deferred Inflows of Resources Related to Pensions

Because the State of Maryland pays the unfunded liability for the Teachers' Systems and the Board pays the normal cost for the Teachers' Systems, the Board is not required to record its' share of the unfunded pension liability for the Teachers' Systems, the State of Maryland is required to record that liability. The Board is required to record a liability for the Employees' Systems.

At June 30, 2024, the Board reported a liability for its proportionate share of the net pension liability that reflected a reduction for State pension support provided to the Board. The amount recognized by the Board as its proportionate share of the net pension liability, the related State support, and the total portion of the net pension liability that was associated with the Board were as follows:

	2024
Board's proportionate share of the net pension liability (Employees' Systems)	\$ 1,818,645
State's proportionate share of the net pension liability (Teachers' Systems)	<u>14,383,545</u>
Total	<u><u>\$ 16,202,190</u></u>

BOARD OF EDUCATION OF KENT COUNTY, MARYLAND
NOTES TO FINANCIAL STATEMENTS
For the year ended June 30, 2024

Note 7. Pension Plans (Continued)

The net pension liability was measured as of June 30, 2023, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The Board's proportion of the net pension liability was based on a projection of the Board's long-term share of contributions to the pension plan relative to the projected contributions of all participating governmental units, actuarially determined. As of June 30, 2023 the Board's proportion of the net pension liability was .007%, which was substantially the same as its proportion measured as of June 30, 2022.

For the year ended June 30, 2024, the Board recognized pension expense of \$798,294 in the government-wide financial statements. \$1,031,092 was recognized in the fund financial statements. At June 30, 2024, the Board reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Changes in assumptions	\$ 124,990	\$ 6,457
Net difference between projected and actual investment earnings on		
pension plan investments	162,676	-
Differences between expected and actual experience	63,920	77,637
Change in proportion and share of contributions	102,157	632,928
Board contributions subsequent to measurement date	213,089	-
	<hr/>	<hr/>
Total	\$ 666,832	\$ 717,022

The \$213,089 of deferred outflows of resources resulting from the Board's contributions to the Employees' Systems subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ending June 30, 2025. The deferred inflows and outflows related to non-investment activity are being amortized over the remaining service life ranging from 5.44 to 5.68 years. The net difference in investment earnings is being amortized over a closed five-year period. The following table shows the amortization of these balances:

Year Ending June 30,	Amortization of Pension Expense
2025	\$ (186,448)
2026	(210,151)
2027	55,679
2028	64,781
2029	12,860
	<hr/>
	\$ (263,279)

BOARD OF EDUCATION OF KENT COUNTY, MARYLAND
NOTES TO FINANCIAL STATEMENTS
For the year ended June 30, 2024

Note 7. Pension Plans (Continued)

Actuarial Assumptions

The total pension liability in the June 30, 2023 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Actuarial	Entry age normal
Amortization method	Level percentage of payroll, closed
Inflation	2.25% general, 2.75% wage
Salary increases	2.75% to 11.25%, including wage inflation
Discount rate	6.80%
Investment rate of return	6.80%
Mortality	Various versions of the Pub-2010 Mortality Tables for males and females with projected generational mortality improvements based on the MP-2018 fully generational mortality improvements scale for males and females.

Investments

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighing the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. Best estimates of geometric real rates of return were adopted by the Board of Trustees after considering input from the System’s investment consultant(s) and actuary(s). For each major asset class that is included in the System’s target asset allocation, these best estimates are summarized in the following table:

Asset Class	Target Allocation	Long-Term Expected Real Rate of Return
Public Equity	34%	6.90%
Private Equity	16%	8.60%
Rate Sensitive	20%	2.60%
Credit Opportunity	9%	5.60%
Real Assets	15%	5.40%
Absolute Return	6%	4.40%
Total	100%	

BOARD OF EDUCATION OF KENT COUNTY, MARYLAND
NOTES TO FINANCIAL STATEMENTS
For the year ended June 30, 2024

Note 7. Pension Plans (Continued)

Discount rate

A single discount rate of 6.80% was used to measure the total pension liability. The single discount rate was based on the expected rate of return on pension plan investments of 6.80%. The projection of cash flows used to determine this single discount rate assumed that plan member contributions will be made at the current contribution rate and that employer contributions will be made at rates equal to the difference between actuarially determined contribution rates and the member rate. Based on these assumptions, the pension plan’s fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Sensitivity of the Boards Proportionate Share of the Net Pension Liability to Changes in the Discount Rate

The following presents the System’s proportionate share of the net pension liability calculated using the discount rate of 6.80%, as well as what the proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1% point lower or 1% point higher than the current rate:

	<u>Discount Rate</u>	<u>Board's Net Pension Liability</u>
1% decrease	5.80%	\$ 2,696,683
Current discount rate	6.80%	\$ 1,818,645
1% increase	7.80%	\$ 1,090,026

Note 8. Risk Management

The Board is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. In 1986, the Maryland Association of Boards of Education Group Insurance Pool (the “Pool”) was formed when several Maryland boards of education joined together to pool their casualty risks. Property insurance coverage was added in 1988 and workers compensation in fiscal year 2000. The Board pays an annual premium to the Pool each year which is calculated by an actuary. It is intended that the Pool be self-sustaining through member premiums. Reinsurance is carried through commercial companies for claims which exceed coverage limits as specified in the agreement. Should the Pool encounter deficits in its casualty and/or property funds, such deficits may be made up from assessments of the participating boards on a pro rata basis.

The Board continues to carry commercial insurance for all other risks of loss, including employee health and accident insurance. The Board purchases health insurance from a provider through a modified retrospective rating arrangement agreement. Settled claims have not exceeded insurance coverage for each of the past three fiscal years.

BOARD OF EDUCATION OF KENT COUNTY, MARYLAND
NOTES TO FINANCIAL STATEMENTS
For the year ended June 30, 2024

Note 8. Risk Management (Continued)

The Board is a member of the Eastern Shore of Maryland Educational Consortium (ESMEC) Health Alliance Trust, a public entity risk pool operating as a common risk management and insurance program for health insurance coverage. It is intended that ESMEC be self-sustaining through member premiums. Callable deficits, which are paid to ESMEC to cover potential shortfalls, are 5% of total premiums for medical and 7% of total premiums for drug, dental and vision. Currently, ESMEC keeps on hand a recommended conservative reserve of 7.5% for medical and 10.5% for drug, dental and vision. As of March 2024, the Boards' funds held by ESMEC exceeded the recommended conservative reserve by \$209,732. All funds held by ESMEC are restricted to being used only for health care expenses.

Note 9. Post-Employment Health Care Benefits

Plan Description

The Board of Education of Kent County, Maryland administers a single-employer defined benefit healthcare plan, The Kent County Public Schools Retiree Health Plan ("the Plan"), that is used to provide postemployment benefits other than pensions (OPEB) for eligible retirees, their spouses and other dependents. The Plan does not issue a publicly available report.

Plan Administration

A trust account was established and the Board became a member of the Maryland Association of Boards of Education Pooled OPEB Investment Trust (MABE Trust). It is a member owned trust that provides the Board and nine other members a structure to pool assets to reduce investment costs and share administrative expenses. The Board reserves the right to establish and amend the provisions of its relationship with the MABE Trust with respect to participants, and benefits provided thereunder, or its participation therein, in whole or in part at any time, by resolution of the governing body and upon advance notice to the Trustees of the MABE Trust.

The MABE Trust was established to pool assets of its members for investment purposes only. Each member of the MABE Trust is required to designate a member trustee. The member trustees of the MABE Trust shall ensure that the MABE Trust keep such records as are necessary in order to maintain a separation of the assets of the MABE Trust from the assets of trusts maintained by other government employers. Assets of the member trusts are reported in the respective financial statements using the economic resources measurement focus and the accrual basis of accounting under which expenses are recorded when the liability is incurred. Employer contributions are recorded in the accounting period in which they are earned and become measurable. Investments are reported at fair value and are based on published prices and quotations from major investment brokers at current exchange rates, if available. The MABE Trust prohibits any part of the trust to be used for or diverted to purposes other than providing benefits to participants and beneficiaries under the Plan. The MABE Trust provides that in no event will the assets of the trust be transferred to an entity that is not a state, a political subdivision, or an entity the income of which is excluded from taxation under Section 115 of the IRS Code.

The MABE Trust issues a publicly available audited GAAP-basis report that includes the financial statements and required supplementary information for the MABE Trust. This report may be obtained by writing to the Trust Administrator, Maryland Association of Boards of Education, 621 Ridgely Avenue, Suite 300, Annapolis, Maryland 21401 or by calling (410) 841-5414.

BOARD OF EDUCATION OF KENT COUNTY, MARYLAND
NOTES TO FINANCIAL STATEMENTS
For the year ended June 30, 2024

Note 9. Post-Employment Health Care Benefits (Continued)

Plan Membership

At April 1, 2023 (valuation date), the following employees were covered by the benefit terms:

Inactive plan members or beneficiaries currently receiving benefits	160
Inactive plan members or beneficiaries entitled but not yet receiving benefits	-
Active plan members	270
	430

Benefits Provided

The Plan provides medical, prescription drug, dental, and vision benefits to eligible retirees, their spouses and eligible dependents. Any employee who retires with an unreduced service retirement benefit from the Maryland Retirement System can purchase health insurance from the County. The Board provides a subsidy for employees with at least five years of service with Kent County Public Schools. The Plan provides for the payment of a portion or all of the health insurance premiums for eligible retired employees depending on their position with Kent County Public Schools and length of service. The Board of Education has the authority to establish and amend benefit provisions of the Plan. Plan members receiving benefits contribute a percentage of the monthly insurance premium. The Kent County Public Schools Retiree Health Plan pays 45% of the individual premium for each insured retiree who was a teacher, 55% for administrative and support services employees with under 30 years of service, and 100% for administrative and support services employees with 30 or more years of service. Spouses and other dependents are eligible for coverage, but the employee is responsible for the entire cost of such coverage if they retired on or after January 1, 1998. If they retired prior to January 1, 1998 the Board pays 45% of the premiums.

Participants must meet the eligibility requirements of the Maryland State Teachers'/Employees' pension system (EPS). For members hired before July 1, 2011, the earliest retirement eligibility is age 55 with 15 years of service, age 62 with 5 years of service, age 63 with 4 years of service, age 64 with 3 years of service, age 65 with 2 years of service, or 30 years of service regardless of age. For members hired after July 1, 2011, the earliest eligibility is age 60 with 15 years of service, age 65 with 10 years of service, or age plus service is at least 90 (Rule of 90).

Contributions

The employer's contributions are financed on a pay-as-you-go basis, and the future payment of these benefits is contingent upon annual approval of the operating budget.

BOARD OF EDUCATION OF KENT COUNTY, MARYLAND
NOTES TO FINANCIAL STATEMENTS
For the year ended June 30, 2024

Note 9. Post-Employment Health Care Benefits (Continued)

Investment Policy

The MABE Trust’s policy in regard to the allocation of invested assets is established and may be amended by the Trustees by a majority vote of its members. It is the policy of the Trust to pursue an investment strategy that emphasizes growth of principal while avoiding excess risk. Short-term volatility will be tolerated inasmuch as it is consistent with volatility of a comparable market index. The MABE Trust’s investment policy discourages the use of cash equivalents, except for liquidity purposes, and aims to refrain from dramatically shifting asset class allocations over short time spans. The following was the Board’s adopted asset allocation policy as of June 30, 2024:

<u>Asset Class</u>	<u>Target Allocation</u>
Equity	53.45%
Fixed income	42.39%
Cash	4.16%
Total	<u>100.00%</u>

Rate of Return

Best estimates of real rates of return for each major asset class included in the target asset allocations as of June 30, 2024, are summarized in the following table:

<u>Asset Class</u>	<u>Long-Term Expected Real Rate of Return</u>
Equity	4.89%
Fixed income	3.27%
Cash	0.98%

For the year ended June 30, 2023, the total rate of return, net of investment expense, was 8.22%. The total rate of return represents a hypothetical return on capital balance invested in the Trust during the entire year. Actual return rates may vary due to the timing of capital contributions and redemptions.

Net OPEB Liability

The Board’s net OPEB liability was measured as of June 30, 2023. The total OPEB liability used to calculate the net OPEB liability was determined by an actuarial valuation as of April 1, 2023. The methods, assumptions, and participant data used are detailed in the fiscal year 2023 GASB 74 valuation report dated September 18, 2023. The discount rate was 3.69% as of June 30, 2022 and 3.86% as of June 30, 2023.

Actuarial Assumptions

Projections of benefits for financial reporting are based on the substantive plan and include the types of benefits provided at the time of each valuation and the historical pattern of sharing benefit costs between the employer and Plan members to that point. The projection of benefits for financial reporting purposes does not explicitly incorporate the potential effects of legal or contractual funding limitations on the pattern of cost sharing between the employer and Plan members in the future. The actuarial methods and assumptions used include techniques that are designed to reduce the effects of short-term volatility in actuarial accrued liabilities and actuarial value of significant valuation methods and assumptions are as follows:

BOARD OF EDUCATION OF KENT COUNTY, MARYLAND
NOTES TO FINANCIAL STATEMENTS
For the year ended June 30, 2024

Note 9. Post-Employment Health Care Benefits (Continued)

Valuation date	April 1, 2023
Measurement date	June 30, 2023
Actuarial cost method - GASB 75	Entry age normal
Asset valuation method	Market value of assets
Actuarial Assumptions:	
Discount rate - June 30, 2022	3.69%
Discount rate - June 30, 2023	3.86%
Payroll growth	3.00%
Inflation rate	2.50%
Rate of growth in real income	1.40%
Medical trend	Based on the Society of Actuaries (SOA) Getzen Long-Term Healthcare Cost Trend Model. The current valuation uses the 2022 version of the model released in October 2021. The initial rate assumed is 7.50% and decreases to 4.64% in 2050 ultimately leveling off at 3.94% in 2075.
Mortality	The mortality rates for healthy pre - retirees was calculated using the Pub-2010 Teacher Employees Headcount-Weighted Mortality Projected with Fully Generational MP2021 Mortality Improvement Scale. The mortality rates for healthy post - retirees was calculated using the Pub-2010 Teacher Retirees Headcount-Weighted Mortality Projected with Fully Generational MP2021 Mortality Improvement Scale. The mortality rates for disabled individuals was calculated using the Pub-2010 Teacher Disabled Retirees Headcount-Weighted Mortality Projected with Fully Generational MP2021 Mortality Improvement Scale.

Discount Rate

The discount rate used when OPEB plan investments are insufficient to pay for future benefit payments is selected from a range of 20-Year Municipal Bond Indices and include the Bond Buyer 20-Bond GO Index, the S&P Municipal Bond 20-Year High Grade Rate Index and the Fidelity 20-Year GO Municipal Bond Index. The final equivalent single discount rate used for this year's valuation is 3.86% as of June 30, 2023. The rate has been adjusted from 3.69% as of June 30, 2022.

BOARD OF EDUCATION OF KENT COUNTY, MARYLAND
NOTES TO FINANCIAL STATEMENTS
For the year ended June 30, 2024

Note 9. Post-Employment Health Care Benefits (Continued)

Change in Net OPEB Liability

	Total OPEB Liability (a)	Plan Fiduciary Net Position (b)	Net OPEB Liability (a) - (b)
Balance as of June 30, 2022	\$ 25,099,782	\$ 1,255,083	\$ 23,844,699
Changes for the Year			
Service Cost	746,636	-	746,636
Interest	912,127	-	912,127
Changes of Benefit Terms	-	-	-
Experience Losses/Gains	(7,812,672)	-	(7,812,672)
Trust Contributions - Employer	-	630,660	(630,660)
Net Investment Income	-	109,749	(109,749)
Changes in Assumptions	(580,558)	-	(580,558)
Benefit Payments (net of retiree contribution)	(630,660)	(630,660)	-
Administrative Expense	-	(6,869)	6,869
Net Changes	<u>(7,365,127)</u>	<u>102,880</u>	<u>(7,468,007)</u>
Balance as of June 30, 2023	<u>\$ 17,734,655</u>	<u>\$ 1,357,963</u>	<u>\$ 16,376,692</u>

Plan fiduciary net position as a percentage of the total OPEB liability at June 30, 2023 is approximately 7.66%.

Sensitivity of the Net OPEB Liability to Changes in the Discount Rate

The following presents the net OPEB liability of the Board using the discount rate of 3.86%, as well as what the net OPEB liability would be if it were calculated using a discount rate that is 1% point lower or 1% point higher than the current rate:

	Discount Rate	Net OPEB Liability
1% decrease	2.86%	\$ 19,309,968
Current discount rate	3.86%	\$ 16,376,692
1% increase	4.86%	\$ 14,019,025

BOARD OF EDUCATION OF KENT COUNTY, MARYLAND
NOTES TO FINANCIAL STATEMENTS
For the year ended June 30, 2024

Note 9. Post-Employment Health Care Benefits (Continued)

Sensitivity of the Net OPEB Liability to Changes in the Healthcare Trend Rates

The following presents the net OPEB liability of the Board, as well as what the net OPEB liability would be if it were calculated using a healthcare trend rate that is 1% point lower or 1% point higher than the current rate:

	Healthcare Cost Trend Rate	Net OPEB Liability
1% decrease	2.94%	\$ 13,753,066
Current healthcare cost trend rate	3.94%	\$ 16,376,692
1% increase	4.94%	\$ 19,746,138

OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources

For the year ended June 30, 2024, the Board will recognize OPEB expense in the amount of \$208,972 on the government-wide statements. At June 30, 2024, the Board reported deferred outflows of resources and deferred inflows of resources related to the OPEB plan from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Changes in assumptions	\$ 3,773,128	\$ 7,695,475
Net difference between projected and actual investment	87,881	-
Differences between expected and actual experience	1,606,413	8,191,867
Board's contributions subsequent to measurement date	564,489	-
Total	<u>\$ 6,031,911</u>	<u>\$ 15,887,342</u>

The \$564,489 of deferred outflows of resources resulting from the Board's contributions to the plan subsequent to the measurement date of June 30, 2023 will be recognized as a reduction of the net OPEB liability in the year ending June 30, 2025.

BOARD OF EDUCATION OF KENT COUNTY, MARYLAND
NOTES TO FINANCIAL STATEMENTS
For the year ended June 30, 2024

Note 9. Post-Employment Health Care Benefits (Continued)

Amounts reported as differences between projected and actual earnings on OPEB plan investments will be amortized and expensed over a closed five-year period. Amounts reported as differences between expected and actual experience will be amortized and expensed over a period equal to the average remaining service lives of all employees that are provided with other post-employment benefits through the plan. Amounts reported as changes in assumptions will be amortized and expensed over a period equal to the average remaining service lives of all employees that are provided with other post-employment benefits through the plan. Amortization expense related to net deferred inflows and outflows of resources over the next five years is expected to be as follows:

<u>Year Ending June 30,</u>	<u>Amortization</u>
2025	\$ (1,368,729)
2026	(1,065,558)
2027	(1,015,851)
2028	(1,641,296)
2029	(2,068,727)
Thereafter	<u>(3,259,759)</u>
	<u>\$ (10,419,920)</u>

GASB 74 Information

Plan Membership

At April 1, 2023 (valuation date), the following employees were covered by the benefit terms:

Inactive plan members or beneficiaries currently receiving benefits	160
Inactive plan members or beneficiaries entitled but not yet receiving bene	-
Active plan members	<u>270</u>
	<u>430</u>

Contributions

The employer's contributions are financed on a pay-as-you-go basis, and the future payment of these benefits is contingent upon annual approval of the operating budget.

Rate of Return

For the year ended June 30, 2024, the total rate of return, net of investment expense, was 6.80%. The total rate of return represents a hypothetical return on capital balance invested in the Trust during the entire year. Actual return rates may vary due to the timing of capital contributions and redemptions.

BOARD OF EDUCATION OF KENT COUNTY, MARYLAND
NOTES TO FINANCIAL STATEMENTS
For the year ended June 30, 2024

Note 9. Post-Employment Health Care Benefits (Continued)

GASB 74 Information (continued)

Actuarial Assumptions

The total OPEB liability is based on April 1, 2023 valuation data rolled forward to June 30, 2024. The methods, assumptions and participant data used are detailed below:

Valuation date	April 1, 2023
Measurement date - GASB 74	June 30, 2024
Actuarial cost method - GASB 74	Entry age normal
Asset valuation method	Market value of assets
Actuarial Assumptions:	
Discount rate - June 30, 2023	3.86%
Discount rate - June 30, 2024	3.97%
Payroll growth	3.00%
Inflation rate	2.50%
Rate of growth in real income	1.40%
Medical trend	Based on the Society of Actuaries (SOA) Getzen Long-Term Healthcare Cost Trend Model. The current valuation uses the 2022 version of the model released in October 2021. The initial rate assumed is 7.50% and decreases to 4.64% in 2050 ultimately leveling off at 3.94% in 2075.
Mortality	The mortality rates for healthy pre - retirees was calculated using the Pub-2010 Teacher Employees Headcount-Weighted Mortality Projected with Fully Generational MP2021 Mortality Improvement Scale. The mortality rates for healthy post - retirees was calculated using the Pub-2010 Teacher Retirees Headcount-Weighted Mortality Projected with Fully Generational MP2021 Mortality Improvement Scale. The mortality rates for disabled individuals was calculated using the Pub-2010 Teacher Disabled Retirees Headcount-Weighted Mortality Projected with Fully Generational MP2021 Mortality Improvement Scale.

Discount Rate

The discount rate used when OPEB plan investments are insufficient to pay for future benefit payments is selected from a range of 20-Year Municipal Bond Indices and include the Bond Buyer 20-Bond GO Index, the S&P Municipal Bond 20-Year High Grade Rate Index and the Fidelity 20-Year GO Municipal Bond Index. The final equivalent single discount rate used for this year’s valuation is 3.97% as of June 30, 2024. The rate has been adjusted from 3.86% as of June 30, 2023.

BOARD OF EDUCATION OF KENT COUNTY, MARYLAND
NOTES TO FINANCIAL STATEMENTS
For the year ended June 30, 2024

Note 9. Post-Employment Health Care Benefits (Continued)

GASB 74 Information (continued)

Change in Net OPEB Liability

	Total OPEB Liability (a)	Plan Fiduciary Net Position (b)	Net OPEB Liability (a) - (b)
Balance as of June 30, 2023	\$ 17,734,655	\$ 1,357,963	\$ 16,376,692
Changes for the Year			
Service Cost	591,092	-	591,092
Interest	672,880	-	672,880
Changes of Benefit Terms	-	-	-
Experience Losses/Gains	(40,563)	-	(40,563)
Trust Contributions - Employer	-	564,489	(564,489)
Net Investment Income	-	99,719	(99,719)
Changes in Assumptions	(294,574)	-	(294,574)
Benefit Payments (net of retiree contributic	(564,489)	(564,489)	-
Administrative Expense	-	(7,337)	7,337
Net Changes	364,346	92,382	271,964
Balance as of June 30, 2024	\$ 18,099,001	\$ 1,450,345	\$ 16,648,656

Plan fiduciary net position as a percentage of the total OPEB liability at June 30, 2024 is approximately 8.01%.

Sensitivity of the Net OPEB Liability to Changes in the Discount Rate

The following presents the net OPEB liability of the Board using the discount rate of 3.97%, as well as what the net OPEB liability would be if it were calculated using a discount rate that is 1% point lower or 1% point higher than the current rate:

	Discount Rate	Net OPEB Liability
1% decrease	2.97%	\$ 19,608,969
Current discount rate	3.97%	\$ 16,648,656
1% increase	4.97%	\$ 14,266,411

BOARD OF EDUCATION OF KENT COUNTY, MARYLAND
NOTES TO FINANCIAL STATEMENTS
For the year ended June 30, 2024

Note 9. Post-Employment Health Care Benefits (Continued)

GASB 74 Information (continued)

Sensitivity of the Net OPEB Liability to Changes in the Healthcare Trend Rates

The following presents the net OPEB liability of the Board, as well as what the net OPEB liability would be if it were calculated using a healthcare trend rate that is 1% point lower or 1% point higher than the current rate:

	Healthcare Cost Trend Rate	Net OPEB Liability
1% decrease	2.94%	\$ 13,848,073
Current healthcare cost trend rate	3.94%	\$ 16,648,656
1% increase	4.94%	\$ 20,260,182

Note 10. Financed Purchases

The Board has entered into a non-cancelable contracts that transfers ownership at the end of the contract term, thus the Board has recorded the related obligations and related assets in the appropriate funds.

Financed purchase obligations at June 30, 2024 consist of the following:

Vehicles, bank, interest at 2.31%; payable in annual installments of approximately \$141,425, including interest through 2027	\$ 338,370
Vehicle, bank, interest at 4.64%; payable in annual installments of approximately \$17,362, including interest through 2027	62,085
Vehicle, bank, interest at 5.65%; payable in annual installments of approximately \$27,630, including interest through 2031	156,180
Vehicle, bank, interest at 3.75%; payable in annual installments of approximately \$12,945, including interest through 2031	78,719
	\$ 635,354

Future minimum payments under these obligations, which will be funded from the General Fund, are as follows:

2025	\$ 199,412
2026	199,412
2027	127,626
2028	57,987
2029	40,625
Thereafter	81,250
	706,312
Less amounts representing interest	70,958
Present value of net minimum purchased finance payments	\$ 635,354

BOARD OF EDUCATION OF KENT COUNTY, MARYLAND
NOTES TO FINANCIAL STATEMENTS
For the year ended June 30, 2024

Note 10. Financed Purchases (Continued)

Interest expense on financed purchases was approximately \$17,600 for the year ended June 30, 2024.

The cost of items acquired under the capital lease arrangement, as included in capital assets totaled \$1,560,092 and the related accumulated depreciation was \$605,919 at June 30, 2024.

Note 11. Intangible Right-to-Use Assets

The Board implemented the guidance of GASB No. 87, *Leases*, at July 1, 2021 for accounting and reporting leases that had previously been reported as operating leases and recognized the value of copiers leased under long-term contracts along with a related liability (see also Note 13).

As of July 1, 2022 the Board had a variety of lease agreements in place for equipment and vehicles. Payments under these leases totaled approximately \$92,000 for leases expiring during fiscal year 2026. For purposes of discounting future payments on these leases the Board used its incremental borrowing rate in place at the time of lease inception of approximately 4.00%.

During fiscal year 2023, the Board entered into additional lease agreements. Payments under these leases total approximately \$4,000 for leases expiring during fiscal year 2026 and \$15,000 per year for leases expiring during fiscal year 2027. For purposes of discounting future payments on these leases the Board used its incremental borrowing rate in place at the time of lease inception of 3.75%.

During fiscal year 2024, the Board entered into additional lease agreements. Payments under these leases total approximately \$2,000 for leases expiring during fiscal year 2026 and \$2,000 per year for leases expiring during fiscal year 2029. For purposes of discounting future payments on these leases the Board used its incremental borrowing rate in place at the time of lease inception of 3.75%.

The leased equipment and accumulated amortization of the right-to-use assets are outlined in Note 5.

Minimum lease payments over the next five years include:

Lease Payments to Maturity									
Equipment Leases			Vehicle Leases			Total			
Principal	Interest	Total	Principal	Interest	Total	Principal	Interest	Total	
2025	\$ 82,299	\$ 4,825	\$ 87,124	\$ 25,763	\$ 2,499	\$ 28,262	\$108,062	\$ 7,324	\$115,386
2026	78,178	1,686	79,864	26,730	1,534	28,264	104,908	3,220	108,128
2027	2,201	175	2,376	14,150	531	14,681	16,351	706	17,057
2028	2,285	91	2,376	-	-	-	2,285	91	2,376
2029	1,175	12	1,187	-	-	-	1,175	12	1,187
Total	\$166,138	\$ 6,789	\$172,927	\$ 66,643	\$ 4,564	\$ 71,207	\$232,781	\$ 11,353	\$244,134

Interest expense on the above intangible right-to-use assets was approximately \$15,000 for the year ended June 30, 2024.

BOARD OF EDUCATION OF KENT COUNTY, MARYLAND
NOTES TO FINANCIAL STATEMENTS
For the year ended June 30, 2024

Note 12. Fund Balances

As of June 30, 2024, fund balances are composed of the following:

	Major Fund		Nonmajor Governmental Funds	Total Governmental Funds
	General Fund	Capital Projects Fund		
Nonspendable:				
Inventories	\$ -	\$ -	\$ 54,698	\$ 54,698
	-	-	54,698	54,698
Restricted:				
By Federal law for nonprofit food service fund	-	-	205,974	205,974
By Smith Estate bequest for library expenses	-	-	3,155	3,155
	-	-	209,129	209,129
Committed:				
Budget reserve	1,704,732	-	-	1,704,732
Contingency	500,000	-	-	500,000
	2,204,732	-	-	2,204,732
Assigned:				
School activities	-	-	196,812	196,812
	-	-	196,812	196,812
Unassigned	1,716,226	-	-	1,716,226
Total fund balance	\$ 3,920,958	\$ -	\$ 460,639	\$ 4,381,597

Note 13. Commitments and Contingencies

The Board regularly enters into contracts for goods and services during the normal course of operations. The contracts often extend over fiscal years. In the opinion of the Board, there are no approved contracts that would have a material effect on the financial statements.

The Board receives a substantial amount of its support from Federal, State and local agencies in the form of grants. The disbursement of funds received under these programs generally requires compliance with terms and conditions specified in the grant agreements and are subject to audit by the grantor agencies. Any disallowed claims resulting from such audits could become a liability of the general fund or other applicable funds.

There are various claims pending against the Board that arise in the normal course of the Board's activities. In the opinion of legal counsel and management, the ultimate disposition of these various claims will have no adverse impact on the financial position of the Board.

REQUIRED SUPPLEMENTARY INFORMATION

BOARD OF EDUCATION OF KENT COUNTY, MARYLAND
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF REVENUES, EXPENDITURES, AND ENCUMBRANCES BUDGET AND ACTUAL -
GENERAL FUND
Year Ended June 30, 2024

	Budgeted Amounts		Actual	Variance with Final Budget Favorable (Unfavorable)
	Original	Final		
REVENUES				
Kent County	\$ 19,654,557	\$ 19,654,557	\$ 19,654,557	\$ -
State of Maryland	11,218,799	11,265,272	11,563,185	297,913
Restricted federal, state and other	14,192,488	14,192,488	8,794,333	(5,398,155)
Other sources	336,760	336,760	300,774	(35,986)
TOTAL REVENUES	45,402,604	45,449,077	40,312,849	(5,136,228)
EXPENDITURES AND ENCUMBRANCES				
Administration	1,644,686	1,712,759	1,644,176	68,583
Mid-level administration	2,321,701	2,321,701	2,222,360	99,341
Instructional salaries	10,633,700	10,322,700	10,321,543	1,157
Instructional texts and supplies	333,929	333,929	262,848	71,081
Instructional other costs	642,792	642,792	582,991	59,801
Special education	3,232,416	3,278,816	3,278,657	159
Student personnel services	500,960	500,960	492,413	8,547
Student health services	764,802	764,802	747,066	17,736
Student transportation	1,846,096	2,139,096	2,138,282	814
Operation of plant	1,827,561	1,997,561	1,997,516	45
Maintenance of plant	670,091	758,091	757,752	339
Fixed charges	7,201,502	6,893,502	6,759,121	134,381
Capital outlay	131,760	131,760	98,579	33,181
Restricted programs	14,192,488	14,192,488	8,794,333	5,398,155
TOTAL EXPENDITURES AND ENCUMBRANCES	45,944,484	45,990,957	40,097,637	5,893,320
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING USES	(541,880)	(541,880)	215,212	757,092
OTHER FINANCING SOURCES (USES)				
Fund balance appropriated	800,173	800,173	-	(800,173)
TOTAL OTHER FINANCING SOURCES (USES)	800,173	800,173	-	(800,173)
EXCESS (DEFICIENCY) OF REVENUES AND OTHER FINANCING SOURCES OVER EXPENDITURES AND OTHER FINANCING USES	\$ 258,293	\$ 258,293	\$ 215,212	\$ (43,081)

BOARD OF EDUCATION OF KENT COUNTY, MARYLAND
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF CHANGES IN THE NET OPEB LIABILITY AND RELATED RATIOS
Year Ended June 30, 2024

As of June 30, Measurement date:	<u>2015</u> <u>6/30/2015</u>	<u>2016</u> <u>6/30/2016</u>	<u>2017</u> <u>6/30/2017</u>	<u>2018</u> <u>6/30/2018</u>	<u>2019</u> <u>6/30/2019</u>	<u>2020</u> <u>6/30/2020</u>	<u>2021</u> <u>6/30/2021</u>	<u>2022</u> <u>6/30/2022</u>	<u>2023</u> <u>6/30/2023</u>	<u>2024</u> <u>6/30/2024</u>
Total OPEB liability										
Service cost			\$ 753,715	\$ 638,329	\$ 655,921	\$ 891,513	\$ 1,133,075	\$ 1,224,342	\$ 746,636	\$ 591,092
Interest			629,260	727,068	753,845	819,833	745,291	628,433	912,127	672,880
Changes of benefit terms			-	-	-	-	-	-	-	-
Differences between expected and actual experience			-	82,431	3,983,544	183,953	(1,956,360)	(177,406)	(7,812,672)	(40,563)
Changes of assumptions			(2,500,064)	(157,212)	548,092	3,270,908	3,091,431	(9,114,239)	(580,558)	(294,574)
Benefit payments			(620,000)	(768,569)	(568,072)	(893,676)	(733,079)	(561,833)	(630,660)	(564,489)
Net change in OPEB liability			(1,737,089)	522,047	5,373,330	4,272,531	2,280,358	(8,000,703)	(7,365,127)	364,346
Total OPEB liability - beginning			22,389,308	20,652,219	21,174,266	26,547,596	30,820,127	33,100,485	25,099,782	17,734,655
Total OPEB liability - ending (a)			<u>\$ 20,652,219</u>	<u>\$ 21,174,266</u>	<u>\$ 26,547,596</u>	<u>\$ 30,820,127</u>	<u>\$ 33,100,485</u>	<u>\$ 25,099,782</u>	<u>\$ 17,734,655</u>	<u>\$ 18,099,001</u>
Plan fiduciary net position										
Contributions - employer			\$ 620,000	\$ 768,569	\$ 568,072	\$ 893,676	\$ 733,079	\$ 561,833	\$ 630,660	\$ 564,489
Net investment income			103,414	74,466	76,954	33,610	284,054	(193,341)	109,749	99,719
Benefit payments			(620,000)	(768,569)	(568,072)	(893,676)	(733,079)	(561,833)	(630,660)	(564,489)
Administrative expenses			(7,642)	(5,938)	(6,132)	(6,497)	(6,645)	(6,810)	(6,869)	(7,337)
Net change in plan fiduciary net position			95,772	68,528	70,822	27,113	277,409	(200,151)	102,880	92,382
Plan fiduciary net position - beginning			915,590	1,011,362	1,079,890	1,150,712	1,177,825	1,455,234	1,255,083	1,357,963
Plan fiduciary net position - ending (b)			<u>\$ 1,011,362</u>	<u>\$ 1,079,890</u>	<u>\$ 1,150,712</u>	<u>\$ 1,177,825</u>	<u>\$ 1,455,234</u>	<u>\$ 1,255,083</u>	<u>\$ 1,357,963</u>	<u>\$ 1,450,345</u>
Board's net OPEB liability - ending (a) - (b)			<u>\$ 19,640,857</u>	<u>\$ 20,094,376</u>	<u>\$ 25,396,884</u>	<u>\$ 29,642,302</u>	<u>\$ 31,645,251</u>	<u>\$ 23,844,699</u>	<u>\$ 16,376,692</u>	<u>\$ 16,648,656</u>
Plan fiduciary net position as a percentage of the total OPEB liability			4.90%	5.10%	4.33%	3.82%	4.40%	5.00%	7.66%	8.01%
Covered employee payroll			13,848,985	17,303,337	17,862,417	16,742,974	16,547,970	16,785,809	20,049,352	20,570,196
Board's net OPEB liability as a percentage of covered employee payroll			141.82%	116.13%	142.18%	177.04%	191.23%	142.05%	81.68%	80.94%
Expected Average Remaining Service Years of All Participants			8	8	8	8	8	8	8	8

This schedule is presented to illustrate the requirements to show information for 10 years. However, until a full 10-year trend is compiled, OPEB plans should present information for those years for which information is available.

BOARD OF EDUCATION OF KENT COUNTY, MARYLAND
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF INVESTMENT RETURNS
Year Ended June 30, 2024

	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
Annual money-weighted rate of return, net of investment			10.46%	6.77%	6.56%	2.36%	23.55%	-13.29%	8.22%	6.80%

This schedule is presented to illustrate the requirements to show information for 10 years. However, until a full 10-year trend is compiled, OPEB plans should present information for those years for which information is available.

BOARD OF EDUCATION OF KENT COUNTY, MARYLAND
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF THE PROPORTIONATE SHARE OF THE NET PENSION LIABILITY
Year Ended June 30, 2024

Fiscal Year	Measurement Date	Board's Proportion (Percentage) of the NPL A	Board's Proportionate Share of the NPL B	State's Proportionate Share of the NPL C	Total (B+C)	Board's Covered Payroll D	Board's Proportionate Share as a Percentage of Covered Payroll (B / D)	Plan's Total Fiduciary Net Position E	Plan's Total Pension Liability F	Plan's Fiduciary Net Position as a Percentage of Total Pension Liability (E / F)
2015	June 30, 2014	0.0113256%	\$ 2,009,929	\$ 16,219,599	\$ 18,229,528	\$ 13,696,066	14.68%	\$ 45,339,988,000	\$ 63,086,719,000	71.87%
2016	June 30, 2015	0.0122061%	\$ 2,536,630	\$ 18,627,177	\$ 21,163,807	\$ 14,025,709	18.09%	\$ 45,789,840,000	\$ 66,571,552,000	68.78%
2017	June 30, 2016	0.0124563%	\$ 2,938,934	\$ 24,758,151	\$ 27,697,085	\$ 13,848,985	21.22%	\$ 45,365,927,000	\$ 68,959,954,000	65.79%
2018	June 30, 2017	0.0121455%	\$ 2,626,298	\$ 19,958,700	\$ 22,584,998	\$ 17,303,337	15.18%	\$ 48,987,184,000	\$ 70,610,885,000	69.38%
2019	June 30, 2018	0.0121397%	\$ 2,547,095	\$ 17,219,703	\$ 19,766,798	\$ 17,862,417	14.26%	\$ 51,827,233,000	\$ 72,808,833,000	71.18%
2020	June 30, 2019	0.0130984%	\$ 2,701,620	\$ 17,366,822	\$ 20,068,442	\$ 16,742,974	16.14%	\$ 53,943,420,000	\$ 74,569,030,000	72.34%
2021	June 30, 2020	0.0133386%	\$ 3,014,694	\$ 17,970,399	\$ 20,985,093	\$ 16,547,970	18.22%	\$ 54,586,037,000	\$ 77,187,397,000	70.72%
2022	June 30, 2021	0.0072021%	\$ 1,080,481	\$ 11,384,403	\$ 12,464,884	\$ 16,785,809	6.44%	\$ 67,604,500,000	\$ 82,606,805,000	81.84%
2023	June 30, 2022	0.0074854%	\$ 1,497,715	\$ 14,991,335	\$ 16,489,050	\$ 20,049,352	7.47%	\$ 64,310,991,000	\$ 84,319,523,000	76.27%
2024	June 30, 2023	0.0078967%	\$ 1,818,645	\$ 14,383,545	\$ 16,202,190	\$ 20,570,196	8.84%	\$ 64,892,973,000	\$ 87,923,284,000	73.81%

BOARD OF EDUCATION OF KENT COUNTY, MARYLAND
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF CONTRIBUTIONS
Year Ended June 30, 2024

Fiscal Year	Measurement Date	Contractually Required Contribution A	Actual Contribution B	Contribution Deficiency (Excess) (A - B)	Board's Covered Payroll C	Actual Contribution as a Percentage of Covered Payroll (B / C)
2015	June 30, 2014	\$ 257,272	\$ 257,272	\$ -	\$ 13,696,066	1.88%
2016	June 30, 2015	\$ 242,658	\$ 242,658	\$ -	\$ 14,025,709	1.73%
2017	June 30, 2016	\$ 247,202	\$ 247,202	\$ -	\$ 13,848,985	1.78%
2018	June 30, 2017	\$ 242,074	\$ 242,074	\$ -	\$ 17,303,337	1.40%
2019	June 30, 2018	\$ 268,975	\$ 268,975	\$ -	\$ 17,862,417	1.51%
2020	June 30, 2019	\$ 285,986	\$ 285,986	\$ -	\$ 16,742,974	1.71%
2021	June 30, 2020	\$ 158,701	\$ 158,701	\$ -	\$ 16,547,970	0.96%
2022	June 30, 2021	\$ 170,840	\$ 170,840	\$ -	\$ 16,785,809	1.02%
2023	June 30, 2022	\$ 192,595	\$ 192,595	\$ -	\$ 20,049,352	0.96%
2024	June 30, 2023	\$ 213,089	\$ 213,089	\$ -	\$ 20,570,196	1.04%

BOARD OF EDUCATION OF KENT COUNTY, MARYLAND
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION
For the year ended June 30, 2024

Note 1. Budgetary Comparison Schedule

The Board of Education annually adopts a budget for the General Fund (Current Expense Fund). All appropriations are legally controlled at the categorical level for the General Fund.

The budget is integrated into the accounting system, and the budgetary data compares the expenditures with the amended budget. All budgets are presented on the modified accrual basis of accounting. Accordingly, the accompanying Schedule of Revenues, Expenditures and Encumbrances – Budget and Actual for the General Fund presents actual expenditures in accordance with the accounting principles generally accepted in the United States on a basis consistent with the legally adopted budgets as amended. Unexpended appropriations on annual budgets lapse at the end of each fiscal year.

Adjustments necessary to convert the results of operations and fund balances at the end of the year on the GAAP basis to the budgetary basis are as follows:

	June 30, 2024 GENERAL FUND		
	Revenues and other financing sources	Expenditures and other financing uses	Fund Balance
GAAP BASIS	\$ 42,053,887	\$ 41,838,675	\$ 3,920,958
Encumbrances at June 30, 2023	(96,640)	(96,640)	-
Encumbrances at June 30, 2024	285,850	285,850	-
Proceeds from financed purchases	(156,180)	(156,180)	
Proceeds from right-to-use assets	(17,505)	(17,505)	
Payments made on-behalf of the Board by Kent County	(167,182)	(167,182)	-
Payments made on-behalf of the Board by the State of Maryland	(1,589,381)	(1,589,381)	-
BUDGETARY BASIS	\$ 40,312,849	\$ 40,097,637	\$ 3,920,958

Note 2. Pension Plans

Changes in Benefit Terms

There were no benefit changes during the year.

Changes in Assumptions

There were no changes in assumptions during the year.

BOARD OF EDUCATION OF KENT COUNTY, MARYLAND
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION
For the year ended June 30, 2024

Note 2. Pension Plans (Continued)

Method and Assumptions used in Calculations of Actuarially Determined Contributions

Actuarial	Entry age normal
Amortization method	Level percentage of payroll, closed
Remaining amortization period	15 years for State system
Asset valuation method	5-year smoothed market; 40% recognized in 2021; 15% equally over next four valuations
Inflation	2.25% general, 2.75% wage
Salary increases	2.75% to 11.25%, including wage inflation
Investment rate of return	6.80%
Retirement age	Experience-based table of rates that are specific to the type of eligibility condition. Last updated for 2019 valuation pursuant to the 2018 experience study for the period July 1, 2014 to June 30, 2018.
Mortality	Various versions of the Pub-2010 Mortality Tables for males and females with projected generational mortality improvements based on the MP-2018 fully generational mortality improvements scale for males and females.

Note 3. Post-Employment Health Care Benefits

Changes in Benefit Terms

There were no significant benefit changes during the year.

Changes in Assumptions

- The discount rate changes year to year at June 30, 2018, 2019, 2020, 2021, 2022, 2023 and 2024 was 3.62%, 3.13%, 2.45%, 1.92%, 3.69%, 3.86% and 3.97%, respectively.

BOARD OF EDUCATION OF KENT COUNTY, MARYLAND
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION
For the year ended June 30, 2024

Note 3. Post-Employment Health Care Benefits (Continued)

Method and Assumptions used in Calculations of Actuarially Determined Contributions

Valuation date	April 1, 2023
Measurement date - GASB 74	June 30, 2024
Actuarial cost method - GASB 74	Entry age normal
Asset valuation method	Market value of assets
Actuarial Assumptions:	
Discount rate - June 30, 2023	3.86%
Discount rate - June 30, 2024	3.97%
Payroll growth	3.00%
Inflation rate	2.50%
Rate of growth in real income	1.40%
Medical trend	Based on the Society of Actuaries (SOA) Getzen Long-Term Healthcare Cost Trend Model. The current valuation uses the 2022 version of the model released in October 2021. The initial rate assumed is 7.50% and decreases to 4.64% in 2050 ultimately leveling off at 3.94% in 2075.
Mortality	The mortality rates for healthy pre - retirees was calculated using the Pub-2010 Teacher Employees Headcount-Weighted Mortality Projected with Fully Generational MP2021 Mortality Improvement Scale. The mortality rates for healthy post - retirees was calculated using the Pub-2010 Teacher Retirees Headcount-Weighted Mortality Projected with Fully Generational MP2021 Mortality Improvement Scale. The mortality rates for disabled individuals was calculated using the Pub-2010 Teacher Disabled Retirees Headcount-Weighted Mortality Projected with Fully Generational MP2021 Mortality Improvement Scale.

ADDITIONAL SUPPLEMENTARY INFORMATION

BOARD OF EDUCATION OF KENT COUNTY, MARYLAND
SCHEDULE OF REVENUES
GENERAL FUND
Year Ended June 30, 2024

KENT COUNTY FUNDS	
Annual appropriation	19,654,557
On-behalf payments	167,182
Total Kent County Funds	<u>19,821,739</u>
STATE OF MARYLAND FUNDS	
Compensatory education	3,157,980
Foundation	2,941,142
On-behalf payments	1,589,381
Student transportation	2,015,583
Special education - formula	1,219,456
Blueprint transition	1,000,071
Career and college readiness	18,656
Blueprint coordinator	43,073
English learners	286,914
Concentration of poverty	559,733
Transitional supplemental instruction	61,710
Pre-Kindergarten	236,274
Infant and toddler	16,517
Career ladder	6,076
Total State of Maryland Funds	<u>13,152,566</u>
OTHER SOURCES	
Miscellaneous	75,744
E-rate reimbursement	7,260
Excise tax refund	25,539
Interest income	51,306
Out of county living	73,527
MABE grant	22,000
Sports events	16,013
WKHS	27,345
Building space rental	2,041
Total Other Sources	<u>300,775</u>
TOTAL REVENUES	<u><u>\$ 33,275,080</u></u>

BOARD OF EDUCATION OF KENT COUNTY, MARYLAND
COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS
June 30, 2024

	FOOD SERVICES	SCHOOL ACTIVITIES	SMITH ESTATE	Total Nonmajor Governmental Funds
ASSETS				
Cash and investments	\$ 79,890	\$ 196,812	\$ 3,041	\$ 279,743
Accounts receivable:				
Federal funds from State of Maryland	78,465	-	-	78,465
State of Maryland	8,681	-	-	8,681
Other receivables	2,080	-	-	2,080
Other Board of Education funds	245,569	-	114	245,683
Inventories, at cost	54,698	-	-	54,698
TOTAL ASSETS	\$ 469,383	\$ 196,812	\$ 3,155	\$ 669,350
LIABILITIES AND FUND BALANCES				
Accounts payable:				
Vendors	\$ 89,123	\$ -	\$ -	\$ 89,123
Accrued payroll	83,277	-	-	83,277
Unearned revenue - State	33,529	-	-	33,529
Unearned revenue - USDA commodities	2,782	-	-	2,782
TOTAL LIABILITIES	208,711	-	-	208,711
COMMITMENTS AND CONTINGENCIES				
FUND BALANCES				
Nonspendable				
Inventory	54,698	-	-	54,698
Restricted				
Fund purpose	205,974	-	3,155	209,129
Assigned to:				
School activities	-	196,812	-	196,812
TOTAL FUND BALANCES	260,672	196,812	3,155	460,639
TOTAL LIABILITIES AND FUND BALANCES	\$ 469,383	\$ 196,812	\$ 3,155	\$ 669,350

BOARD OF EDUCATION OF KENT COUNTY, MARYLAND
COMBINING STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
NONMAJOR GOVERNMENTAL FUNDS
Year Ended June 30, 2024

	<u>FOOD SERVICES</u>	<u>SCHOOL ACTIVITIES</u>	<u>SMITH ESTATE</u>	Total Nonmajor Governmental <u>Funds</u>
REVENUES				
State of Maryland	\$ 28,868	\$ -	\$ -	\$ 28,868
Federal sources	1,463,963	-	-	1,463,963
Other sources:				
Sales of food	103,864	-	-	103,864
School activity revenues	-	166,738	-	166,738
Other	1,200	-	-	1,200
TOTAL REVENUES	<u>1,597,895</u>	<u>166,738</u>	<u>-</u>	<u>1,764,633</u>
EXPENDITURES				
Food services	1,698,085	-	-	1,698,085
School activity expenditures	-	153,677	-	153,677
TOTAL EXPENDITURES	<u>1,698,085</u>	<u>153,677</u>	<u>-</u>	<u>1,851,762</u>
Net change in fund balances	(100,190)	13,061	-	(87,129)
Fund balances, beginning	<u>360,862</u>	<u>183,751</u>	<u>3,155</u>	<u>547,768</u>
Fund balances, ending	<u>\$ 260,672</u>	<u>\$ 196,812</u>	<u>\$ 3,155</u>	<u>\$ 460,639</u>

BOARD OF EDUCATION OF KENT COUNTY, MARYLAND
SCHEDULE OF REVENUES AND EXPENDITURES
FOOD SERVICE FUND
Year Ended June 30, 2024

REVENUES

Cafeteria sales	\$ 103,864
Federal assistance	1,463,963
State assistance	28,868
Miscellaneous	<u>1,200</u>
TOTAL REVENUES	<u>1,597,895</u>

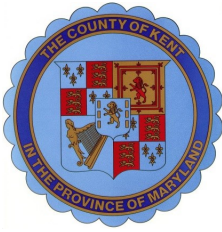
EXPENDITURES

Salaries and wages	596,580
Contracted services	62,430
Supplies and materials	917,321
Other charges	57,104
Capital outlay	<u>64,650</u>
TOTAL EXPENDITURES	<u>1,698,085</u>

EXCESS OF EXPENDITURES OVER REVENUES \$ (100,190)

BOARD OF EDUCATION OF KENT COUNTY, MARYLAND
STATEMENT OF REVENUES, EXPENDITURES AND FUND BALANCE - SCHOOL ACTIVITIES FUND
SCHOOL ACTIVITIES FUND
For the Year Ended June 30, 2024

	Balance July 1, 2023	Receipts	Disbursements	Balance June 30, 2024
Galena Elementary School	\$ 19,998	\$ 38,966	\$ 19,907	\$ 39,057
H.H. Garnett Elementary School	3,906	7,957	8,920	2,943
Rock Hall Elementary School	5,143	3,604	5,327	3,420
Kent County Middle School	21,021	25,593	26,669	19,945
Kent County High School	133,683	90,618	92,854	131,447
Total	<u>\$ 183,751</u>	<u>\$ 166,738</u>	<u>\$ 153,677</u>	<u>\$ 196,812</u>



Dan Mattson, Deputy Director, Public Works, and KCI Technologies
12/17/2024
County Commissioners Meeting

Item Summary:

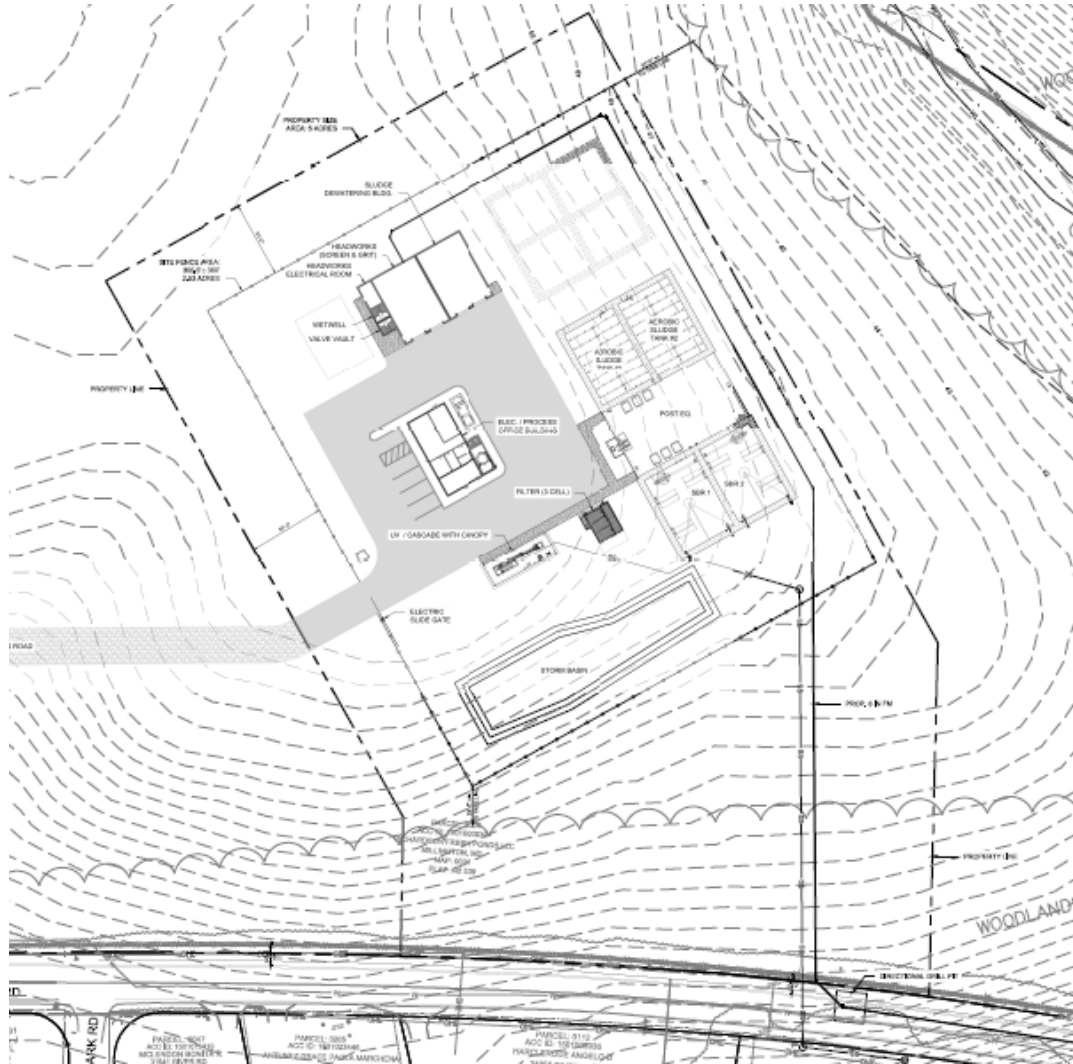
Millington Wastewater Treatment Plant Status Update

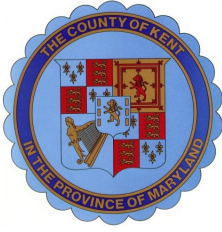
ATTACHMENTS:

Description

Cover Sheet

Millington WWTP Status Update





Lesly Feliz, Government Relations, Greenwill Consulting Group
12/17/2024
County Commissioners Meeting

Item Summary:

General Update

ATTACHMENTS:

Description

12.17.2024 Greenwill Consulting Group, General Update - Overview of Legislative Session and Recently Passed Bills



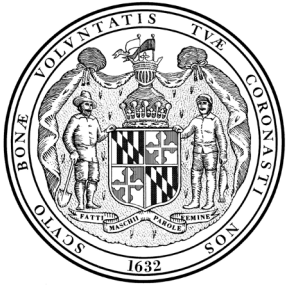
Kent County Agenda
Tuesday, December 17, 2024

- **Introduction and Legislative Session Overview**
 - Discussion of expected key legislative and policy issues.
 - Review of the current budget situation.
- **Elections**
 - Update on general elections.
- **Progress on Ongoing Initiatives**
 - Overview of ongoing initiatives and tasks.
- **Legislation Updates**
 - Review of recently passed bills (effective from October 1, 2024).
- **Upcoming Key Dates**
 - Summary of critical upcoming dates for events, deadlines, and legislative activities.
- **Q&A with the Commission**
 - Open floor for questions and discussions with commissioners.



Enacted Bills (Effective October 1, 2024)

- **HB 1032 – Tourist Area and Corridor Signage Program**
Summary: Establishes a signage system for directing motorists to attractions.
- **SB 475/HB 583 – Center for Firearm Violence Prevention and Intervention**
Summary: Establishes a center focused on reducing firearm violence.
- **SB 1099 – AED and Naloxone Co-location Initiative**
Summary: Requires co-location of naloxone with AEDs in public buildings.
- **HB 7 – Housing Innovation Fund and Pilot Program Initiative**
Summary: Establishes a fund and pilot program to support local housing authorities and counties in developing mixed-income housing and addressing housing scarcity, with a potential \$5,000,000 appropriation by the Governor.
- **SB 747 – Local Government Audit Reporting Requirements**
Summary: Requires discontinuation of 20% of State aid for highway user revenues and disparity grants if local governments fail to submit required audit reports within two years of the deadline, effective fiscal year 2024.
- **• HB 183 – Food Supplement Program and Human Services Careers Scholarships**
Summary: Updates administration of food supplement benefits, authorizes matching funds for counties to supplement benefits, and revises eligibility and requirements for the Human Services Careers Scholarships Pilot Program.
- **SB 1074 – Agriculture Food Processing Residuals Utilization Permit**
Summary: Establishes a permit for utilizing food processing residuals, requires notification to counties, and creates a fund for administration and oversight of utilization sites.
- **SB 783 – Brighter Tomorrow Act (Solar Energy Systems and Programs)**
Summary: Mandates inclusion of wildlife barriers in solar system contracts, requires software for tracking residential solar permits, and supports residential energy upgrades.
- **HB 576 – Mental Health Assisted Outpatient Treatment Programs**
Summary: Allows counties to establish assisted outpatient treatment programs by July 1, 2026, with state implementation in counties that do not opt in, and mandates support from the Maryland Department of Health.
- **HB 823 – Melanie Nicholle Diaz Fire Safety Act**
Summary: Sets fire safety requirements for rental high-rise buildings, authorizes property tax credits for compliance, and creates a workgroup to develop fire safety best practices for older apartment buildings.



Department of Legislative Services
General Assembly of Maryland
Dates of Interest
2025 SESSION
 447th Session

JANUARY						
			1 H	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20 H	21	22	23	24	25
26	27	28	29	30	31	

FEBRUARY						
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17 H	18	19	20	21	22
23	24	25	26	27	28	

MARCH						
						1
2	3	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					

APRIL						
		1	2	3	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			

- January 8** GENERAL ASSEMBLY CONVENES (*noon, Wednesday*)
- 15** Final date for the Governor to introduce budget bill
- 15** Final Date for the Governor to introduce capital budget bill
- 17** 10th Day – SENATE AND HOUSE BILL REQUEST GUARANTEE DATE
- 20** 13th Day – Administration bills introduced in the Senate after this date referred to Senate Rules Committee
- TBD** Governor delivers the State of the State Address (*noon*)
- February 3** 27th Day – SENATE BILL INTRODUCTION DATE
Senate bills introduced after this date referred to the Senate Rules Committee
- 6** Day before House Bill Introduction Date; “Hopper” will close at 5:00 P.M.
- 7** 31st Day – HOUSE BILL INTRODUCTION DATE
House bills introduced after this date referred to the House Rules and Executive Nominations Committee
- 16** 40th Day – “Green Bag” appointments submitted by Governor (*Delivered on Friday, February 14*)
- March 3** 55th Day – Final date for introduction of bills without suspension of Rules
- 11** 63rd Day – Committee Reporting Courtesy Date
Each Chamber’s committees to report their own bills by this date
- 17** 69th Day – Opposite Chamber Bill Crossover Date
Each Chamber to send to other Chamber those bills it intends to pass favorably
Opposite Chamber bills received after this date subject to referral to Rules Committees (Senate Rule 32(c), House Courtesy Date)
- 31** 83rd Day – Budget bill to be passed by both Chambers
- April 7** 90th Day – ADJOURNMENT “SINE DIE” (*Monday*)
- May 7** Final date for an extended session (*Wednesday*)

POST-SESSION

- April 27** 20th Day after adjournment — Final date for presentment of bills to the Governor.
- May 27** 30th Day after presentment — Governor to sign/veto bills by this date
- June 1** Other than emergency bills and as otherwise provided, earliest date for bills to take effect.
- July 1** Budgetary, tax, and revenue bills to take effect
- October 1** Usual effective date for bills

HOLIDAYS AND OTHER OBSERVANCES

- | | |
|--|--|
| <ul style="list-style-type: none"> January 1 New Year’s Day* 20 Martin Luther King, Jr. Day* February 12 Lincoln’s Birthday 17 Presidents’ Day* 22 Washington’s Birthday | <ul style="list-style-type: none"> March 25 Maryland Day April 12 Passover 18 Good Friday 20 Easter May 26 Memorial Day* |
|--|--|

*State Holiday

2025 SESSION DATES

Session dates are established by the Maryland Constitution, statute, rule, and custom as follows:

Convening

Article III, Section 14 of the Maryland Constitution requires the General Assembly to convene on the “second Wednesday of January.”

Budget

Article III, Section 52(3) of the Maryland Constitution requires the Governor to submit the proposed budget for the next fiscal year to the General Assembly by the “third Wednesday in January.”

Green Bag Appointments

Article II, Section 13 of the Maryland Constitution requires the Governor to submit nominations of civil officers (Green Bag appointments) to the “Senate within forty days” from the beginning of each regular session.

Introduction of Legislation

The introduction of legislation is governed by Constitutional provision, rule, and custom. Article III, Section 27 of the Maryland Constitution prohibits the introduction of legislation “during the last thirty-five calendar days” of a regular session, unless permitted by two-thirds vote of the members. This allows 55 days for the normal introduction of bills.

Senate Rule 32(b) and (d)(1) and House Rule 32(b) materially alter the 55/35 day situation. Senate Rule 32(b) requires Senate bills and joint resolutions introduced “after the twenty-seventh calendar day” of the session to be referred to the Senate Rules Committee. Senate Rule 32(d)(1) provides that Senate bills and joint resolutions introduced after the “13th calendar day” of session on behalf of the Administration, i.e., the Governor, be referred to the Senate Rules Committee. House Rule 32(b) requires that all House bills and joint resolutions introduced “during the last fifty-nine calendar days” of the session (after the thirty-first day) be referred to the House Rules and Executive Nominations Committee. The Senate Rules and House Rules contain further provisions concerning the requirements for forcing legislation out of these committees.

Adoption of Budget Bill

Article III, Section 52(10) of the Maryland Constitution specifies that, if the budget bill has not been acted upon by the legislature at least “seven days before the expiration” of a regular session, the Governor is required to issue a proclamation extending the session for whatever period in the Governor’s judgment is necessary for the passage of the bill. Section 52(10) further stipulates that no matter other than the budget bill is to be considered during the extended session, except a provision for the cost of the extended session.

Reorganization of Executive Branch

Article II, Section 24 of the Maryland Constitution permits the Governor to reorganize the Executive Branch of the State Government through Executive Orders submitted to the General Assembly “within the first ten days” of a regular session. The Executive Orders become effective on the date designated in the Orders, unless the majority of all members of either Chamber specifically concurs in a resolution of disapproval “within fifty days” after the Orders are submitted.

Limitation on Length of Session

Article III, Section 15(1) of the Maryland Constitution permits the General Assembly to continue its session for a period “not longer than ninety days” each year. The General Assembly or the Governor may extend the session for up to thirty days.

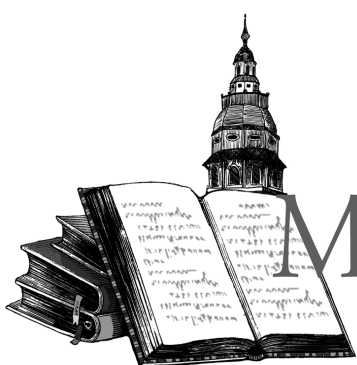
Presentment and Signing of Bills

Article III, Section 30 of the Maryland Constitution requires all bills passed during a regular or special session to be presented to the Governor for approval “no later than 20 days after adjournment.” The Governor is required to sign a bill within a maximum of “30 days after presentment” if the Governor approves it.

Effective Date of Bills

Article III, Section 31 of the Maryland Constitution requires, unless otherwise provided, that laws passed by the General Assembly take effect on June 1 after the session during which the laws passed. June 1 is the effective date for capital budget/bond initiatives, and July 1 is the effective date for budgetary, tax, and revenue bills. By custom, October 1 is the usual effective date for legislation.

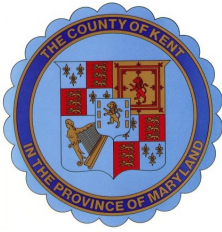
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Maryland
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21401-1991

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TTY: 410-946/301-970-5401
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<http://mgaleg.maryland.gov>
Department of Legislative Services Web site: <http://dls.maryland.gov>



Dan Mattson, Director, Public Works
12/17/2024
County Commissioners Meeting

Item Summary:

Local Parks and Playground Infrastructure and Program Open Space Funded Upgrades to Kent County
Baseball Fields

ATTACHMENTS:

Description

Cover

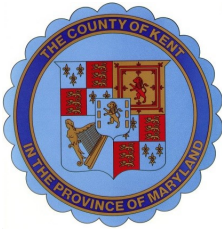


Kent County
MARYLAND

Public Works

Kent County Baseball Fields Backstops, Dugouts and Bleachers Upgrades





Dan Mattson, Director, Public Works
12/17/2024
County Commissioners Meeting

Item Summary:

Program Open Space Funded Upgrades to Worton Basketball Courts Fields

ATTACHMENTS:

Description

Cover

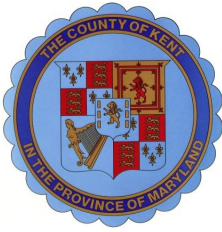


Kent County
MARYLAND

Public Works

Worton Basketball Court Lighting Project





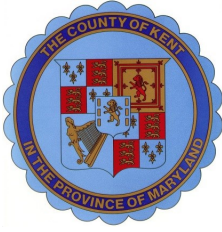
Dan Mattson, Director, Public Works
12/17/2024
County Commissioners Meeting

Item Summary:

Worton Wastewater Plant Dewatering Equipment Replacement Installation Construction Administration Work
Assignment No. 5 for Approval

ATTACHMENTS:

Description



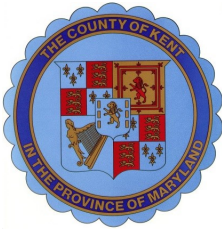
Dan Mattson, Director, Public Works
12/17/2024
County Commissioners Meeting

Item Summary:

Contract awards to continue to convert control and alarm communication providing Supervisory Control and Data Acquisition (SCADA) for remote wastewater pump stations from cellular to a more reliable fiber network as it becomes available at several pump stations in the County.

ATTACHMENTS:

Description



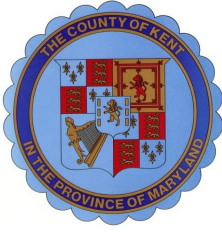
Dan Mattson, Director, Public Works
12/17/2024
County Commissioners Meeting

Item Summary:

Worton Wastewater Plant Electrical Wiring Replacement Contract Approval

ATTACHMENTS:

Description



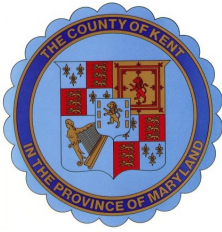
Dan Mattson, Director, Public Works
12/17/2024
County Commissioners Meeting

Item Summary:

Final ARPA (American Rescue Plan Act of 2021) Project Funding Distribution Approval

ATTACHMENTS:

Description



**Rosemary Ramsey Granillo, Director, Kent County Local Management
Board
12/17/2024
County Commissioners Meeting**

Item Summary:

FY2025 Beyond Your Mental Contract

ATTACHMENTS:

Description

Cover Sheet

FHG Beyond Your Mental Contract

FHG Exhibits

Beyond Your Mental

at Kent County High School



Brainstorming Curriculum Topics:

"What Do 9th Graders Need To Know?"

- Stay Motivated
- Sports Eligibility
- Importance of GPA
 - Do Your Work on Time
 - Focus on Your Grades
- Credits
 - Deciding what classes to take
- Available Clubs and Groups
- Role of Your Friend Group
 - Find the Right People to Surround Yourself With
 - Try not to get influenced by older kids not doing age appropriate things
 - Dealing with Social Pressure



Local Management Board

MEMORANDUM OF AGREEMENT
by and between
KENT COUNTY LOCAL MANAGEMENT BOARD
And
FINDLAY HOUSE GLOBAL

THIS MEMORANDUM OF AGREEMENT (MOA) dated the ___ day of _____, 2024 is between Kent County Local Management Board, hereafter referred to as “KCLMB”, located at 400 High Street, Chestertown, Maryland 21620, and the organization known as Findlay House Global, hereafter referred to as “Vendor”.

WHEREAS, the parties desire to work together to operate and implement the Student Behavioral Health Wellness “Beyond Your Mental” Program and to evaluate the outcomes funded and administered by KCLMB;

WHEREAS, KCLMB received funding to be utilized towards this program from the Children’s Cabinet Interagency Fund and the Kent County Commissioners,

WHEREAS, the program is to be funded in whole or in part by KCLMB under this MOA, the details of which are more fully described in Exhibit A, which is attached hereto and incorporated herein; and

WHEREAS, the Contract Documents are to include multiple attachments, herein referred to as “Exhibits”, and shall include:

- Exhibit A – Program Summary
- Exhibit B –
 - B-1 Approved Budget
 - B-2 Modification Template
 - B-3 Expenditure Report
- Exhibit C – Reporting Template
- Exhibit D – Background Affidavit
- Exhibit E – General Terms and Conditions

NOW THEREFORE, the parties hereto agree as follows:

SECTION I. SCOPE OF RELATIONSHIP

- A. The Partnership. This MOA has been formed as a collaborative partnership in which KCLMB has invited the Vendor to implement the Beyond Your Mental Program, as further described in Exhibit A. The amount of funding to the Vendor under this MOA shall be renegotiated in the event that funding to KCLMB from the State is decreased for this program during the term of this MOA.

B. Vendor Covenants. In addition to providing the program, project, and/or services described in Exhibit A, the Vendor agrees to:

- (1) Track and report financial records and program information, including outcomes that are, in a manner, consistent with State and local KCLMB reporting requirements as stipulated in Exhibit A.
- (2) Provide KCLMB and select State agencies full access to all records and information related to services provided under this MOA, including client records.
- (3) Report financial and program information, including outcomes (Ex. C), at the end of the MOA period to KCLMB in a form acceptable to the KCLMB.
- (4) Note the support of KCLMB in any press releases, promotional materials, or publicly accessible reports regarding the project, program and/or services provided for under this MOA. Promotional materials include advertisements, brochures, annual reports, etc.

C. Independent Status. The Vendor shall always be considered an independent contractor. The Vendor is not an employee of KCLMB and shall not be entitled to any benefits as an employee. The Vendor is responsible for all income-related taxes.

SECTION II. FUNDING AMOUNT, TERM AND CONDITIONS

A. Funding Amount. Vendor shall provide services over the course of the MOA term. The maximum amount of funding available to provide services under the MOA is **ninety-seven thousand dollars (\$97,000)**.

Unless otherwise provided herein, this is a cost-reimbursement agreement under which allowable and reasonable costs incurred by the Vendor in the fulfillment of this MOA are reimbursed in accordance with the terms and conditions of this MOA.

B. Term. This MOA extends for 10 months, from August 13, 2024 through June 30, 2025. One or both parties may terminate this MOA with at least thirty (30) days written notice. Termination may be without cause. If the MOA is terminated before the end of the term as provided herein, an accounting of the current and year-to-date expenses shall be made within a time frame established by the KCLMB.

C. Renewal. At the sole discretion of the KCLMB, this MOA may be renewed in one (1) year increments. The terms and conditions of any renewal are subject to community needs, funding availability, Vendor performance, and any negotiations between the parties. KCLMB reserves the right to solicit alternative vendors prior to any renewal.

- D. KCLMB Manual. Funding under this MOA is conditional upon compliance with the Local Management Board Policies and Procedures Manual, issued January 1st, 2021 by the Governor's Office for Children (the "LMB Manual"), and incorporated herein by reference. A copy of the KCLMB Manual is available for review in hardcopy by request.
- E. Background Checks. Consistent with Section II, Subsection 50.B. (page 19) of KCLMB Manual, all of the Vendor's employees and volunteers who work directly with children shall be covered by the provisions of §5-561 of the Family Law Article of the Annotated Code of Maryland, as amended, requiring criminal background checks.
- F. Budget Modifications. Any material modification to the Vendor's budget and/or program(s) funded under this MOA must be requested in writing (Exhibit G) and approved by KCLMB. All modifications should be submitted as soon as possible, not necessarily with quarterly reports. If the program budget expects to be underspent, KCLMB must be notified of an approximate amount and receive a budget modification by the third quarter reporting deadline (April 14th). KCLMB reserves the right to deny funding or reimbursement for Vendor modifications that are inconsistent with this provision.
- G. Service Records.
- (1) Upon completion of services, service records will either be retained by the KCLMB or returned to and retained by the lead agency that referred the child to the program or the Board, as applicable.
 - (2) Service records will be retained for at least five years (5).
 - (3) Service records in any form, generated or created from the use of State funds provided under this contract, are the sole and exclusive property of the State.
- H. Limitations – Sectarian Activities. Funding provided under this MOA is conditional upon the Vendor's agreement that all eligible activities, services, or programs will be provided in a

manner that is free from religious influences and in accordance with the following principles:

- (1) Vendor will not discriminate against any employee and/or any person applying for participation in any eligible activity or program funded under this MOA on the basis of religion, and will not limit such activities or programs or give preference to persons (participants) on the basis of religion; and
- (2) Vendor will NOT: provide religious instruction or counseling; conduct religious services or worship (not including voluntary nondenominational prayer before meetings or other events); engage in religious proselytizing; and exert any other religious influence in the provision of eligible activities or programs under this MOA.
 - I. Lobbying Activities. The costs of influencing and lobbying activities associated with obtaining grants, contracts, cooperative agreements, or loans are unallowable expenses under this MOA.

SECTION III. DISTRIBUTION AND REPORTING REQUIREMENTS

- A. Frequency. Unless otherwise agreed to by the KCLMB, funds shall be distributed to the Vendor on a monthly basis following submission to KCLMB of an invoice(s) for services, as provided. The Vendor shall request funding distributions in writing, accompanied by quarterly reports (as detailed in Exhibit A) which details all services and outcomes related to the MOA that are eligible for funding or reimbursement. The Vendor may request an advance of funding provided under this MOA at the time the MOA is executed. Such funding advance must be requested in writing and is subject to all reporting requirements under this MOA.
- B. Changes in Vendor Personnel. Vendor shall notify KCLMB in writing within fourteen (14) days of a vacancy or new hire in any employment position funded in whole or in part by this MOA.
- C. Final Report. At the end of the term of this MOA, the Vendor may be requested by KCLMB to submit a report detailing the services performed, outcomes identified, and recommended actions, if any. In the case of closing a Vendor account, a final report shall be submitted by the Vendor within thirty (30) days from conclusion of the MOA. Vendor's failure to timely file a report(s) required by KCLMB may result in the withholding of funding and/or reimbursement.

SECTION IV. CONFIDENTIALITY

The information and records related to the services performed under this MOA shall be confidential and shall not be disclosed by the Vendor without the express written consent of the program participants or, if a minor, the minor's parents or guardian, except where the information and records are being examined in conjunction with the administration of the program and/or services provided for under this MOA; or as may be required under State or federal law.

SECTION V. MISCELLANEOUS

- A. Governing Law. This MOA shall be governed, construed, and interpreted by, through, and under the Laws of the State of Maryland.
- A. Non-Waiver. No indulgence, waiver, election, or non-election by KCLMB under this MOA shall affect the Vendor's duties and responsibilities hereunder.

[SIGNATURES ON NEXT PAGE]

IN WITNESS THEREOF, the above parties affix hereto their signatures on the day and year first above written. Signing this MOA indicates that each person has read the above terms and agrees to adhere to these terms. Any amendment made to this MOA requires the authorized signatures of both KCLMB and Vendor representatives.

Witness our hand and seals:

KENT COUNTY COMMISSIONERS

Name: Ronald H. Fithian
Title: President, Kent County Commissioners

Date

Findlay House Global

Name:
Title: Director

Date

FEIN/Employer ID

EXHIBIT A: Program Summary

The vendor, Findlay House Global is contracted by Kent County Local Management Board (KCLMB) to implement, operate, and gather evaluation data on the Student Behavioral Health Wellness Program “Beyond Your Mental”, a student designed and led peer mentoring program between Kent County High School students and Kent County Middle School students.

Specific goals for the FY25 program year include full implementation of a peer mentoring program that aims to reduce levels of depression and anxiety among Kent County High School students and to facilitate successful transitions between middle and high school. Goals and deliverables include:

- A Community Situation Appraisal (through surveys and interviews at the outset of the year) to successfully integrate the BYM program into the school calendar, week, and schedule
- Preparing KCPS to be the long-term organizational home of the program while preserving the student led approach.
- Refining evaluation practices and metrics and youth led evaluation sessions
- KCPS hire/FHG on-boarding of a Program Coordinator
- Comprehensive training sessions for staff and mentors (program components and human-centric approach)
- A student designed ‘peer mentorship curriculum’
- Marketing to staff, parents, students and sustained student recruitment
- Successful mentor – mentee pairing
- At least 8 mentor – mentee sessions

The program will utilize the funds awarded under this contract as specified in the budget attached hereto as Exhibit B-1.

The program will collect evaluation data through evaluation tools developed in cooperation with the KCLMB and report on a quarterly basis as specified in Exhibit C.

Duration of Program Services

The services described will be carried out during the period of August 13th, 2024, to June 30, 2025.

Vendor will notify the KCLMB if services are not active for 14 business days or more during this period.

Reporting Requirements:

All narrative and data reports are due quarterly unless otherwise indicated. The quarterly reporting periods are: July 1-September 30; October 1-December 31; January 1- March 31; April 1- June 30. **All narrative and data reports are due the 10th business day of the month following the end of the quarter (October 15th, January 21st, April 14th, and July 15).** Reports may be submitted prior to these dates. Reimbursements will be processed once all of the reporting elements for that quarter have been received, unless otherwise indicated. Please send electronic copies of the reports, signed to lmb@kentgov.org.

Exhibit B – Expenditure Report

- i. Summary of Monthly Expenditures (Exhibit B-3) signed, accompanied by a detailed general ledger report, electronic copies only (due monthly to KCLMB).
 - ii. A copy of receipts charged to this agreement or a detailed report on each line item must be kept as backup to support the Exhibit B summary expenditure report. Receipts must be organized by budget line item, and must tie to the Exhibit B budget line item totals. KCLMB will review these files including supporting documentation during site visits.
 - iii. A copy of signed time sheets or time management software charged to this agreement must be kept as backup to support the Exhibit B summary expenditure report. KCLMB will review these files including supporting documentation during site visits. A statement of employee hourly rate rates and the benefits rate will be verified as a separate document.
 - iv. Back up documentation will be submitted as requested by KCLMB and will otherwise be kept on site by the Vendor.
1. Exhibit C, Narrative and Data Report. Please complete Exhibit C each quarter. Please see attached spreadsheet and directions detailing the information to be reported in the excel template provided.

Additional Contract Requirements:

1. Vendors must operate this program within a culturally competent environment. Broadly speaking, cultural competence is an environment in which participants feel welcomed and respected, in which they feel their ideas are welcomed and they can be successful regardless of their race, gender, age, socio-economic and education levels, or location of their home. Further training and engagement with racial equity and racial justice models is highly encouraged.
2. KCLMB reserves the right to modify reporting requirements, pending the terms of the final donor agreement.
2. **Compliance with reporting requirements.** KCLMB reserves the right to withhold reimbursement from the contract payment if reports are not received on a timely basis, or if performance measure data is incomplete.

Other Documentation:

- Complete and return Background Certification (Exhibit D) within 90 days of signing this MOA.

- Budget Modification Request Form (Exhibit B-2). Budget modifications can be requested at any time, but no later than May 15th 2025.
- Budget approval and documentation must be submitted if equipment is purchased for the program. All fixed assets are property of the State of Maryland and must be inventoried and labeled as such.

Monitoring Schedule:

KCLMB will monitor programmatic contract compliance during the fiscal year. Programmatic monitoring may encompass file reviews and/or on-site reviews. A copy of the monitoring tool used by the KCLMB will be provided to the vendor prior to the visit of the Program Monitor. In addition, the KCLMB Fiscal Agent may conduct a fiscal review of documents and/or invoices that support the reimbursement requests for one or more quarters during the funding cycle.

Vendor's Acknowledgement:

Name:
Title:

Date

**KCLMB Ex B-1 Approved Budget
Fiscal Year 2025**

DESCRIPTION				Budget Narrative
	Children's Cabinet Interagency Fund	Kent County Commissioners	Total	For each Column C line item where funding is proposed, enter below the calculations that show how the expense was derived. No entries are required for shaded lines.
Student Behavioral Health Program / Beyond Your Mental (Findlay House Global)				
Personnel	36,431.00	27,000.00	\$63,431	
Salaries	36,431.00	20,969.00	\$57,400	CCIF \$36,431, KCC \$20,969: 1 PTE Program Coordinator (KCPS hire) \$36,400, 404 FHG hrs (between 3 staff) * 52/hr=\$21,000
Fringe Costs	0.00	6,031.00	\$6,031	KCC \$6,031: 28% Fringe for FHG staff
Operating Expenses	2,450.00	0.00	\$2,450	
Communications	500.00	0.00	\$500	\$50/mo * 10 mo: CRM software, email blasts
Postage	0.00	0.00	\$0	
Utilities	0.00	0.00	\$0	
Advertising	0.00	0.00	\$0	
Office Supplies	150.00	0.00	\$150	\$25/month * 6 months
Insurance	0.00	0.00	\$0	
Rent/Mortgage	300.00	0.00	\$300	\$300, YMCA Event Rental for culminating event: space and supplies
Printing/Duplication	1,000.00	0.00	\$1,000	Color prints @ \$0.70/pg *1,429 pages (25 pages/student for mentor/mentee packets, itineraries)
Information System	500.00	0.00	\$500	\$50/mo * 10 months, Live Polling Software \$500
Vehicle Operating (other than Insurance)	0.00	0.00	\$0	
Travel	12,900.00	0.00	\$12,900	
Business Travel	12,900.00	0.00	\$12,900	3 ATL-MD trips for FHG staff (\$1,000*3staff*3trips)\$9,000; KCPS transport between KCHS&KCMS for 8 sessions*\$300=\$2,400, Leadership Trip Bus \$1,500
Conferences/Conventions	0.00	0.00	\$0	
Contractual Services	2,686.00	0.00	\$2,686	
Training	2,686.00	0.00	\$2,686	Student Leadership Teach In : all inclusive package
Consultant (other than Legal & Accounting/Auditing)	0.00	0.00	\$0	
Legal	0.00	0.00	\$0	
Accounting/Auditing	0.00	0.00	\$0	
Equipment	0.00	0.00	\$0	
Office Equipment/Furniture	0.00	0.00	\$0	
Other	15,533.00	0.00	\$15,533	
Vehicle purchase and lease	0.00	0.00	\$0	
Program Supplies	4,410.00	0.00	\$4,410	YMCA incentive memberships \$29/mox6mo*15mentees=\$2,610; Mental Health BackPacks (\$35ea) and T-Shirt (\$25ea) for each participant (30 students*\$60)\$1,800
Professional Dues/Publications/Subscriptions	0.00	0.00	\$0	
Food	3,380.00	0.00	\$3,380	\$6/student*30*8session=\$1,480, Holiday party (\$500)and Culminating Event(\$1,400) for students and families
Other (Indirect)	7,743.00	0.00	\$7,743	9% indirect
Other (specify)	0.00	0.00	\$0	
TOTAL budget for Student Behavioral Health Program / Beyond Your Mental (Findlay House	\$70,000	\$27,000	\$97,000	

KCLMB Exhibit B-2 Modification #

Program:	Children's Cabinet			Kent County Commissioners				Budget Narrative For each line item where a change is proposed, enter below a description of the expense and the calculations that show how the expense was derived. No entries are required for shaded lines.
	Approved Budget	Change + or -	New Children's Cabinet Total	Approved Budget	Change + or -	New Commissioners Total	New Total (Children's Cabinet + Kent Commissioners)	
Student Behavioral Health Program (Findlay House Global)								
Personnel	36,431.00	0.00	36,431.00	27,000.00	0.00	27,000.00	63,431.00	
Salaries	36,431.00	0.00	36,431.00	20,969.00	0.00	20,969.00	57,400.00	
Fringe Costs	0.00	0.00	0.00	6,031.00	0.00	6,031.00	6,031.00	
Operating Expense	2,450.00	0.00	2,450.00	0.00	0.00	0.00	2,450.00	
Communications	500.00	0.00	500.00	0.00	0.00	0.00	500.00	
Postage	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Utilities	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Advertising	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Office Supplies	150.00	0.00	150.00	0.00	0.00	0.00	150.00	
Insurance	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Rent/Mortgage	300.00	0.00	300.00	0.00	0.00	0.00	300.00	
Printing/Duplication	1,000.00	0.00	1,000.00	0.00	0.00	0.00	1,000.00	
Information System Repair/Maintenance	500.00	0.00	500.00	0.00	0.00	0.00	500.00	
Vehicle Operating (other than Insurance)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Travel	12,900.00	0.00	12,900.00	0.00	0.00	0.00	12,900.00	
Business Travel	12,900.00	0.00	12,900.00	0.00	0.00	0.00	12,900.00	
Conferences/Conventions	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Contractual Services	2,686.00	0.00	2,686.00	0.00	0.00	0.00	2,686.00	
Training	2,686.00	0.00	2,686.00	0.00	0.00	0.00	2,686.00	
Consultant (other than Legal & Accounting/Auditing)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Legal	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Accounting/Auditing	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Equipment	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Office Equipment	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Other	15,533.00	0.00	15,533.00	0.00	0.00	0.00	15,533.00	
Vehicle purchase and lease	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Program Supplies	4,410.00	0.00	4,410.00	0.00	0.00	0.00	4,410.00	
Professional Dues/Publications/Subscriptions	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Food	3,380.00	0.00	3,380.00	0.00	0.00	0.00	3,380.00	
Other (specify)	7,743.00	0.00	7,743.00	0.00	0.00	0.00	7,743.00	
Other (specify)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
TOTAL Budget	\$70,000	\$0.00	\$70,000.00	\$27,000	\$0.00	\$27,000.00	\$97,000.00	

Kent County Local Management Board - Exhibit B-3

Vendor: Student Behavioral Health Program (Findlay House Global)

Vendor #: 11684

		<u>Initial</u>	<u>Actual Expenses</u>												<u>TOTAL</u>	<u>Balance</u>
		<u>Budget</u>	July	August	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	<u>Year to Date</u>	
Expense																
Personnel:	Salary Expenses	57,400.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$57,400.00
	Fringe	6,031.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,031.00
Operating Expenses:	Communications	500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500.00
	Postage	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Utilities	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Advertising	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Office Supplies	150.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$150.00
	Insurance	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Rent/Mortgage	300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300.00
	Printing/Duplication	1,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000.00
	Information System Repair/Maintenan	500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500.00
	Vehicle Operating (other than insuranc	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Travel	Business Travel	\$12,900.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$12,900.00
	Conferences/Conventions	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Contractual	Training	\$2,686.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,686.00
Services:	Consultant (other than Legal & Account	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Legal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Accounting/Auditing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Equipment:	Office Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other:	Vehicle purchase and lease	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Program supplies	\$4,410.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,410.00
	Professional Dues/Publications/Subscri	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Food	\$3,380.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,380.00
	Other (specify)	\$7,743.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,743.00
	Other (specify)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Expense		\$97,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$97,000.00

Fiscal Agent Signature: _____ Date: _____ Month: _____

A signature must accompany all requests for funds.

* Please note that financial disbursements will not be processed without the narrative, data reports or other required information.
If you expect line items to be over or underspent, please submit a budget modification as soon as possible.

EXHIBIT C - Kent County Local Management Board Data and Narrative Report
Program: Beyond Your Mental

Performance Measure*	For Percentages, provide the Numerator and Denominator (NUM/DEN) to be used	Q1	Q2	HY1	Q3	Q3	HFY 2	Data Discussion: Definitions, Notes about how Data is collected	Story Behind: Explain trends in data, why are numbers going up or down?	Narrative Field: Other notes or questions about a measure. Include detail like names and dates of trainings, or challenges facing program	
		Due Oct. 16		Due Jan 15 Total Unduplicated Count	Due April 12		Due July 15 Total Unduplicated Count for the Year				
What/How Much We Do:											
# of mentors and mentees								attends 60% of meetings 5 of 8	Half Year 1: Half Year 2:		
# of mentor/mentee sessions									Half Year 1: Half Year 2:		
How Well We Do It:											
#% of associated staff trained in trauma informed approaches	NUM: # of associated staff trained in trauma informed approaches									Half Year 1: Half Year 2:	Who are the associated staff, their roles, and what trainings have they done, and when.
	DEN: # of associated staff (Staff paid by KCLMB working on BYM)										
#% of youth successfully completing the program	NUM: # of students successfully completing the program							Successful completion consists of a minimum of 75% attendance; both mentors and mentees	Half Year 1: Half Year 2:		
	DEN: # of students enrolled										
Is Anyone Better Off?											
% of students reporting strong well-being indicators	NUM: # of mentors and mentees doing okay, doing good, or doing great across 4 of the 9 domains									Half Year 1: Half Year 2:	
	DEN: # of mentors and mentees evaluated with the Well Being Indicator Tool for Youth (U of Minn)										
#% of positive change from initial baseline survey to exit survey	NUM: # of demonstrating a positive change between pre and post Well Being Indicator Tool									Half Year 1: Half Year 2:	
	DEN: # of mentors and mentees evaluated with the Well Being Indicator Tool for Youth (U of Minn)										

Partnerships: Describe partnerships that support program.

Enrichment: List dates and highlights of enrichment trips or presentations, include student feedback :

Services: How many students have been referred to and have enrolled in outside services like counseling?

Case Vignette: Highlight a success story about an individual student or dynamics among several students

EXHIBIT D

Criminal Background Check Certification Affidavit

Consistent with Section II-D of the signed Memorandum of Agreement (MOA) between _____ and Kent County Local Management Board; as well as Section II, Subsection 30.3.I. of the LMB Manual as adopted by Kent County, all of Contractor’s employees and volunteers who work directly with children shall be covered by the provisions of §5-561 of the Family Law Article of the Annotated Code of Maryland requiring criminal background checks. Please sign and verify the following:

- 1. I am over eighteen (18) years of age and competent to testify in a Court of law.
- 2. I verify that the following employees and volunteers of this organization who have direct contact with children have a completed criminal background check on file.

Employee/volunteer Name	Date of Application for Background Check	Date Completed Background Check Report Received

Signature

Date

Print Name

Title



GENERAL TERMS & CONDITIONS OF CONTRACT BETWEEN COUNTY & CONTRACTOR

1. ACCOUNTING SYSTEM AND AUDIT, ACCURATE INFORMATION

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

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

2. AMERICANS WITH DISABILITIES ACT

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

3. APPLICABLE LAWS

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

4. ASSIGNMENTS AND SUBCONTRACTS

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

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

5. CHANGES

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

6. CONTRACT ADMINISTRATION

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

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

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

7. COST & PRICING DATA

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

8. DISPUTES DURING CONTRACT PERFORMANCE

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

9. DOCUMENTS, MATERIALS AND DATA

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

10. DURATION OF OBLIGATION

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

11. ENTIRE AGREEMENT

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

12. ETHICS REQUIREMENTS/ POLITICAL CONTRIBUTIONS

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

13. GUARANTEE

- A. Contractor guarantees for one (1) year from acceptance, or for such other period of time as may have been expressly stated in the contract or the County's written solicitation, all goods, services, and construction offered, including those used in the course of providing the goods, services, and/or construction. This includes a guarantee that all products offered (or used in the installation of those products) carry a guarantee against any and all defects for such period. The Contractor must correct any and all defects in material and/or workmanship which may appear during the guarantee period, or any defects that occur within one (1) year of acceptance even if discovered more than one (1) year after acceptance, by repairing (or replacing with new items or new materials, if necessary) any such defect at no cost to the County and to the County's satisfaction;

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

14. HAZARDOUS AND TOXIC SUBSTANCES

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

15. IMMIGRATION REFORM AND CONTROL ACT

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

16. PROVISIONS

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

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

- A. Any term or condition specifically provided for within a signed agreement or exhibit to a contract, other than terms and conditions provided by the Contractor;

- B. Terms and Conditions specified by the County in any Request For Proposal, Request For Qualifications, Invitation For Bid, or any other solicitation document, specifying with particularity the County's General Terms and Conditions; and
- C. These General Terms and Conditions.

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

17. INDEMNIFICATION

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

18. INDEPENDENT CONTRACTOR

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

19. INFRINGEMENT

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

20. INSPECTIONS

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

21. INSURANCE

Prior to execution of the contract, the Contractor must obtain, at its own cost and expense, and must keep in force and effect during the term of this contract (including all extensions) the insurance specified in the contract. This must include any applicable table or attachment with an insurance company licensed or qualified to do business in the State of Maryland and with an A. M. Best rating of not less than A-. The Contractor must submit a certificate of insurance prior to award of this contract and prior to any contract modification extending the term of the contract, as evidence of compliance with this provision. The County must be named as an additional insured on all liability policies. Forty-five (45) days written notice to the County of cancellation or material change in any of the policies is required. In no event may the insurance coverage be less than that

shown on the applicable table, attachment, or contract provision for required insurance. Subject to applicable law, the County Administrator may waive or modify the requirements of this section 21 in whole or in part.

22. NON-CONVICTION OF BRIBERY

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

23. NONDISCRIMINATION IN EMPLOYMENT

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

24. PAYMENTS

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

If this contract provides for an additional contract term, or for work in any period beyond the end of the County's fiscal year in which the contract is executed, continuation of this contract beyond the end of that fiscal year is contingent upon the subsequent appropriation of funds and encumbrance of those appropriated funds for payments under this contract. If funds are not appropriated and encumbered to support continued performance in a subsequent fiscal period, this contract terminates without further notice from, or cost to, the County. The Contractor acknowledges that the County Commissioners have no obligation to appropriate funds for this contract in subsequent fiscal years. Furthermore, the County has no obligation to encumber funds to this contract in subsequent fiscal years. Accordingly, for each subsequent contract term, the Contractor must take appropriate action to verify that such funds have been appropriated and encumbered. See Local Government Article §1-403.

25. PERSONAL PROPERTY

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

26. TERMINATION FOR CAUSE

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

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

C. Endangering the performance of this contract.

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

27. TERMINATION FOR CONVENIENCE

This contract may be terminated by the County, in whole or in part, upon written notice to the Contractor, when the County determines termination to be in the County's best interest. The termination is effective ten (10) days after the notice is issued, unless a different time is given in the notice. The County is liable only for payment for acceptable performance prior to the effective date of the termination, and for costs reasonably incurred as of the date of termination, including costs or items acquired by such costs that cannot be economically retained by the Contractor for other or future use of the Contractor.

28. TIME

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

29. TITLE

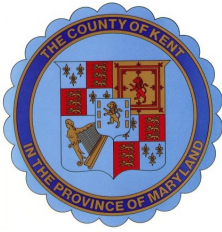
All goods delivered or provided to the County or otherwise pursuant to the contract, and the title thereto, shall be free of any security interest, lien, contract restriction, or other form of encumbrance. Title shall pass to the County at the place of delivery to the County, subject to the County's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

30. WORK UNDER THE CONTRACT

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

31. FORCE MAJEUR

Neither party shall be deemed in default of this Agreement or any Order to the extent that any delay or failure in the performance of its obligations (other than the payment of monies) results, without its fault or negligence, from any cause beyond its reasonable control. These causes include acts of God (such as fires, explosions, earthquakes, floods, adverse weather conditions, etc.), acts of civil and/or military authority, government actions in response to societal impacts such as embargoes, insurrections, war, riots, changes in laws, statutes, regulations, or ordinances, and epidemic, pandemic, infectious disease outbreak (e.g. COVID-19) and/or quarantine guidelines.



Jill Coleman, Director, Parks and Recreation
12/17/2024
County Commissioners Meeting

Item Summary:

Departmental Update

ATTACHMENTS:

Description

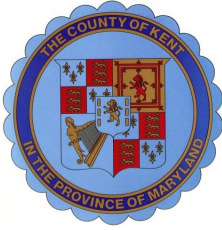
Cover Page



**PARKS &
RECREATION**

● **KENT COUNTY** ●

MARYLAND



Bill Mackey, Director, Planning, Housing, and Zoning
12/17/2024
County Commissioners Meeting

Item Summary:

DPHZ is requesting contingency funds to support a Washington College intern in mapping the fire hydrants in Rock Hall. This is part of the ongoing program to provide useful data for the Towns and other agencies. The student would work 10 hours per week for 12 weeks during the Spring 2025 academic semester. DPHZ would provide supervision by a Planner as well as peer-to-peer mentoring by the County's GIS Specialist.

ATTACHMENTS:

Description

Student GIS Intern Proposal



Proposal for Leveraging GIS Intern Support for the Department of Planning, Housing, and Zoning in Kent County

INTRODUCTION

The Washington College Geospatial Innovation Program (GIP), formerly the GIS Program, is deeply committed to fostering experiential learning that empowers students with hands-on experience in GIS technologies. Founded in 2007, GIP prides itself on providing students with opportunities to engage in real-world problem-solving, equipping them with the skills necessary to excel in the rapidly growing field of GIS. Our commitment to experiential learning is evident in our history of supporting over 800 students, many of whom have gone on to occupy leadership roles in both the public and private sectors.

GIP has had the privilege of partnering with Kent County in the past, contributing to projects that enhance local planning, environmental management, and public safety. We are pleased to continue collaborating on projects that benefit the county and its residents through deploying a GIS intern at the Department of Planning, Housing, and Zoning (DPHZ). This partnership aligns with our mission to create meaningful, positive changes through impactful solutions and strong collaborations with the community.

INTERN RESPONSIBILITIES

The GIS intern will be engaged in various tasks that DPHZ needs. These tasks shall provide the intern with a comprehensive understanding of the practical applications of GIS in a government setting and include, but are not limited to:

- Data collection and management
- Preliminary mapping and spatial analysis
- Assistance in the preparation of GIS reports and presentations
- Testing and refining GIS workflows under the joint supervision of DPHZ and GIP staff

MANAGEMENT AND OVERSIGHT

The management and oversight of the intern's work will be a collaborative effort between Kent County and the GIP. Theresa Barker, GIS Program Coordinator, will oversee the overall management and coordination of the internship, ensuring that the intern's work aligns with the needs of Kent County. Emily Lifs, an experienced GIS professional within the GIP, will provide technical oversight, ensuring the intern's work meets the high standards expected by both Kent County and Washington College.



Email:

gis@washcoll.edu



Address:

210 S. Cross St., Suite #201
Chestertown, MD 21620
USA

In addition, the Department of Planning, Housing, and Zoning (DPHZ) in Kent County will assign a dedicated supervisor to the intern. This supervisor will work closely with the intern to guide their day-to-day activities, provide feedback, and ensure that their contributions are effectively integrated into the department's ongoing projects. The supervisor will also serve as the primary point of contact within the DPHZ, facilitating communication and collaboration between the intern and the broader team.

RESOURCE ALLOCATION AND BUDGET

Budget Details

Category	QTY (Weeks)	Hrs/Week	Rate/Hr	Amount
Student Intern Effort	12	10	\$17	\$ 2,040.00
Admin Oversight & IDC (20%)				\$ 408.00
Total Resource Cost (per semester)				\$ 2,448.00

Budget Justification

- **Student Intern Effort:** The intern will work 10 hours per week over 12 weeks per semester, ensuring sufficient engagement in the project. The hourly rate of \$17 reflects the standard compensation for junior or senior-level student interns at Washington College.
- **Administrative Oversight and Indirect Costs:** This allocation covers necessary administrative support, professional consultation with GIP technical supervision, progress tracking, payroll processing, communication, reporting, and maintaining a productive educational environment for the intern.
- **Total Cost Per Semester (\$2,448.00).**

RESOURCE ALLOCATION CALENDAR

For the Fall Semester

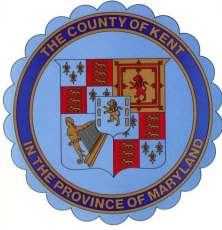
Date	Period
September 3 – December 6, 2024	Fall Semester
Week of October 7, 2024	Fall Break
Week of November 25, 2024	Thanksgiving Break

For the Spring Semester

Date	Period
January 21 – May 2, 2025	Spring Semester
Week of March 10, 2025	Spring Break

TERMS OF PAYMENT

Payment terms are structured to facilitate the smooth operation of the project. Kent County will be invoiced at the end of each semester for the hours worked by the intern, plus the associated administrative oversight costs. Payments should be made within 30 days of receiving the invoice to ensure the continuity of the internship and support services provided by GIP.



Bill Mackey Director, Planning, Housing, and Zoning
12/17/2024
County Commissioners Meeting

Item Summary:

On November 6, 2024, the Town of Galena forwarded its 2024 Galena Annexation Proposal for County review, requesting a waiver of the five-year rezoning rule.

On December 5, 2024, the Planning Commission met to review the proposal. A letter of recommendation from the Planning Commission is attached.

The Town of Galena held its public hearing on this matter on December 2 2024, at 7:00 p.m.

ATTACHMENTS:

Description

Cover Display Page for Galena Annexation Item

12.17.24 Favorable Recommendation Letter - Town of Galena, Proposed Annexation of Tax Map 15, Parcel 3

Letter from the Planning Commission re Galena Annexation

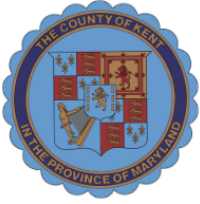
Request from Town of Galena

Developers Draft Concept Plan for Development

Town of Galena Comp Plan excerpted map



Source: <https://townofgalena.com/>



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

December 17, 2024

DRAFT

John Carroll, Mayor
Town of Galena
101 South Main Street
Galena, MD 21635

RE: Proposed Annexation of a 78.32-acre portion of Tax Map 15, Parcel 3

Dear Mayor Carroll,

The County Commissioners of Kent County, Maryland, have reviewed the proposed annexation and are pleased to provide a favorable recommendation and the following comments:

- The Board of County Commissioners hereby grants the five-year zoning waiver.

While we were unable to attend the public hearing or designate a County representative to attend on our behalf, the County Commissioners of Kent County willingly send their approval of the Town of Galena's request for annexation.

Sincerely,
THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

Ronald H. Fithian, President

Albert H. Nickerson, Member

John F. Price, Member

cc: Amber Englebach, Zoning Coordinator, Town of Galena



Planning Commission
Department of Planning, Housing, and Zoning

December 5, 2024

The Honorable Ronald H. Fithian, President
Kent County Board of County Commissioners
400 High Street
Chestertown, MD 21620

RE: Town of Galena's Request for Waiver of the five-year zoning rule

Dear President Fithian:

At its meeting on December 5, 2024, the Planning Commission reviewed a request from the Town of Galnea for a waiver of the five-year rezoning rule for a 78.32-acre portion of Tax Map 15, Parcel 3, which is being proposed by the subject property's owner to allow for commercial and residential development.

Following its discussion, the Planning Commission voted 6-1 to provide a favorable recommendation to the County Commissioners for a waiver of the five-year rezoning term to permit immediate action by the Town to accomplish the goal of annexation.

Sincerely,

Kent County Planning Commission

A handwritten signature in black ink, appearing to read "Joe Hickman". The signature is written in a cursive style.

Joe Hickman
Chairman

c: Shelley L. Heller, County Administrator

John T. Carroll, Jr.

Mayor

Sarah E. Merrell

Council Member

Justinian M. Dispenza.

Council Member

Tyler J. Carpenter

Council Member

Cheryl Richwine

Council Member



Warren S. Walters
Maintenance & Facilities Coordinator

Caitlyn Smith

Town Clerk

Amber Englebach

Zoning Coordinator

Audrey M. Erschen

Grants & Technology

Thomas N. Yeager

Attorney

Chuck Woodall

Maintenance

Mayor and Council of Galena

101 S. Main Street, Galena, Maryland 21635

www.townofgalena.com • 410-648-5151 • info@townofgalena.com

County Commissioners for Kent County
c/o William A. Mackey, AICP
Director of Planning, Housing and Zoning
400 High St.
Chestertown, MD, 21620

RE: Town of Galena, MD Proposed Annexation

Dear Commissioners:

The Mayor and Council of Galena have introduced a resolution to annex 78.32 acres, more or less, of land lying contiguous to the southern corporate boundary of the Town of Galena (the "Town"). This property (the "Annexation Property") is part of a 103.53 acres, more or less, tract of land, of which 25.21 acres, more or less, already lie within the corporate boundary of the Town. The land is more particularly described on a plat entitled "SIVID, LLC" as prepared by Becker Morgan dated May 10, 2024, attached to the Petition for Annexation that was submitted by the Developer.

The Town of Galena would like to include a request for a waiver of the 5-year zoning rule, for the purpose of rezoning for future development. As you may know, the Town of Galena has a proposed development opportunity that will create more affordable housing options within the corporate limits. The waiver would allow the Town to rezone this proposed property to achieve such goals.

The Town intends to work with the Developer petitioning this annexation to develop this parcel with mixed use commercial and attached and detached single family residential homes. Proposals of extending existing streets and infrastructure have been discussed and will be further addressed in a Developer's Rights and Responsibilities Agreement, as well as a Public Works Agreement at a later date as stated in the attached Annexation Agreement. The Town of Galena anticipates working closely with the property owners, developers and county to create the most beneficial annexation plan for our town.

Sincerely,

Amber Englebach

Town of Galena

Zoning Coordinator & Historic Resource Coordinator

John T. Carroll, Jr.

Mayor

Sarah E. Merrell

Council Member

Justinian M. Dispenza.

Council Member

Tyler J. Carpenter

Council Member

Cheryl Richwine

Council Member



Warren S. Walters
Maintenance & Facilities Coordinator

Audrey M. Erschen

Grants & Technology

Amber Englebach

Zoning Coordinator

Chuck Woodall

Maintenance

Marisa Pisapia

Finance & Administrative Clerk

Thomas N. Yeager

Attorney

Mayor and Council of Galena

101 S. Main Street, Galena, Maryland 21635

www.townofgalena.com • 410-648-5151 • info@townofgalena.com

County Commissioners for Kent County
c/o William A. Mackey, AICP
Director of Planning, Housing and Zoning
400 High St.
Chestertown, MD, 21620

RE: Town of Galena, MD Proposed Annexation

Included:

Cover letter

Package contents

Public Hearing Notice

Galena Planning Commission Recommendation Letter

Legal Description of Lands

Petition

Annexation Plan

Annexation Resolution 2024-03

Annexation Agreement

Annexation Plat

John T. Carroll, Jr.
Mayor

Sarah E. Merrell
Council Member

Justinian M. Dispenza.
Council Member

Tyler J. Carpenter
Council Member

Cheryl A. Richwine
Council Member



Warren S. Walters
Maintenance & Facilities Coordinator

Marisa R. Pisapia
Finance & Administrative Clerk

Audrey M. Erschen
Grants & Technology

Amber E. Englebach
Zoning Coordinator

Chuck M. Woodall
Maintenance

Thomas N. Yeager
Attorney

Mayor and Council of Galena

101 S. Main Street, Galena, Maryland 21635

www.townofgalena.com • 410-648-5151 • info@townofgalena.com

Contact: Amber Englebach

Zoning & Historic Resource Coordinator

(410) 648-5151 Ext. 305

Run: November 4, 2024

**PUBLIC HEARING NOTICE
RESOLUTION 2024-03
TOWN OF GALENA**

The Mayor and Council will hold a Public Hearing on the adoption of the Resolution 2024-03 for the Annexation of SIVAD, LLC Property. This meeting is open to the public and will be held on Monday, December 2, 2024, at 7:00 p.m. at Town Hall, 101 S. Main Street, Galena, MD 21635. A copy of the proposed resolution is available for review and inspection during normal business hours at the Town Hall.

FOR THE MAYOR AND COUNCIL

Amber E. Englebach
Zoning & Historic Resource Coordinator

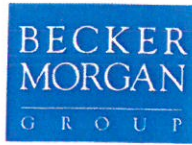
Beginning for this description at a Found Iron Rod with Cap, said Iron Rod with cap being a common corner for the lands, now or formerly, of Sivad, LLC, and described in a deed among the Land Records of Kent County, MD in Liber 449; Folio 187, and shown on a plat entitled "Boundary Survey Of The Lands Of Sivad, LLC" as parcel 66, and the lands, now or formerly, of Anibal I. Diaz, and described in a deed among the land records of Kent County, MD in Liber 1302; Folio 130, thence, from said Point of Beginning;

S 75° 04' 38" E for a distance of 379.09 feet to a point along the Right of Way of Olivet Circle, a public road, thence following the aforementioned road,

S 9° 17' 16" W for a distance of 463.37 feet to a point on the line of the lands, now or formerly, of Stanley R. & Ellen W. Walters, and described in a deed among the Land Records of Kent County, MD in Liber 985; Folio 22, thence following the Walters' line N 86° 37' 58" W for a distance of 839.03 feet to a point, said point being a common corner for the lands of the aforementioned Sivad, LLC, and shown on a plat entitled "Boundary Survey Of The Lands Of Sivad, LLC" as Parcel 3, and the lands of the aforementioned Stanley & Ellen Walters, thence, S 31° 16' 25" W for a distance of 213.57 feet to a point, thence, S 73° 14' 37" for a distance of 119.80 feet to a point, said point being a common corner for the lands of the aforementioned Stanley & Ellen Walters and the lands, now or formerly, of Christopher B & Louise G. Megahan, and described in a deed among the Land Records of Kent County, MD in Liber 1019; Folio 270, thence, S 73° 15' 06" W for a distance of 565.39 feet to the beginning of a curve to the left, and passing over an Iron Pipe at 529.86 feet, said curve having a radius of 309.92 feet, a chord bearing of S 80° 57' 54" W for a distance of 86.50 feet and an arc length of 86.78 feet to a point on the Right of Way of Jim Davis Road, a public road, thence following the aforementioned road, S 72° 56' 36" W for a distance of 577.84 feet to a point, thence S 73° 05' 13" W for a distance of 88.05 feet to a point, thence, N 16° 54' 47" W for a distance of 25.00 feet to a point, thence, S 73° 05' 13" W for a distance of 173.83 feet to a point at the intersection of Jim Davis Road and S. Main Street, a public road, thence, N 65° 49' 29" W for a distance of 83.71 feet to a point, thence, following the line of S. Main Street, N 23° 53' 28" W for a distance of 788.56 feet to a point at the beginning of a curve to the left, said curve having a radius of 25 feet, a chord bearing of N 87° 44' 10" E for a distance of 11.89 feet and an arc length of 12.00 feet to a point, said point being a common corner for the lands of the aforementioned Sivad, LLC, and the lands, now or formerly, of Ralph M. & Virginia N. Buckingham, and described in a deed among the land records of Kent County, MD in Liber 485; Folio 99, thence, N 73° 59' 06" E for a distance of 36.31 feet to a point where the line of the aforementioned Buckinghams intersects the Municipal Boundary separating Kent County and the Town of Galena, thence, following the Municipal Boundary line, N 85° 29' 27" E for a distance of 863.03 to a point, thence, N 4° 30' 35" W for a distance of 1255.33 feet to a point at the beginning of a curve to the left where the Municipal Boundary line intersects the aforementioned Sivad, LLC's property line, said curve having a radius of 3944.72 feet, a chord bearing of S 77° 49' 20" W for a distance of 300.50 feet and an arc length of 300.58 feet to a point, thence, N 75° 02' 55" E for a distance of 40.43 feet to a point, thence, N 74° 51' 19" E for a distance of 40.44 feet to a point, thence, N 74° 39' 19" E for a distance of 40.44 feet to a point, thence, N 74° 27' 19" E for a distance of 40.44 feet to a point, thence, N 74° 15' 19" E for a distance of 40.43 feet to a point, thence, N 74° 09' 20" E for a distance of 53.65 feet to a point, thence, S 75° 03' 23" E for a distance of 54.70 feet to a point, thence, S 78° 38' 55" E for a distance of 99.12 feet to a point, thence, S 56° 43' 25" E for a distance of 97.66 feet to a point, thence, S 60° 30' 40" E for a distance of 44.32 feet to a point, thence, N 29° 29' 20" E for a distance of 35.49 to a point on the Right of Way of Olivet Hill Road, a public road, thence, following the line of Olivet Hill Road, S 55° 54' 15" E for a distance of

70.97 feet to the beginning of a curve to the left, said curve having a radius of 550.15 feet, a chord bearing of S 61° 14' 31" E for a distance of 102.36 feet and an arc length of 102.51 feet to a point, thence, S 66° 34' 46" E for a distance of 99.57 feet to the beginning of a curve to the right, said curve having a radius of 650.94 feet, a chord bearing of S 60° 09' 12" E for a distance of 145.70 feet and an arc length of 146.01 feet to a point, thence, S 53° 43' 43" E for a distance of 36.47 feet to the beginning of a curve to the left, said curve having a radius of 863.21 feet, a chord bearing of 58° 06' 36" E for a distance of 131.91 feet and an arc length of 132.04 to a point, thence, S 62° 29' 33" E for a distance of 76.08 feet to the beginning of a curve to the right, said curve having a radius of 389.09 feet, a chord bearing of S 51° 58' 39" E for a distance of 142.01 feet and an arc length of 142.81 to a point, thence, S 41° 27' 48" E for a distance of 71.10 feet to the beginning of a curve to the left, said curve having a radius of 496.30 feet, a chord bearing of S 50° 11' 06" E for a distance of 150.52 and an arc length of 151.10 feet to a Found Iron Rod with Cap, thence, S 12° 25' 21" W for a distance of 407.50 feet to a point, thence, S 75° 04' 39" E for a distance of 213.14 feet to the Point and Place of Beginning. Contained within these metes and bounds 3,411,503.91 square feet or 78.32 acres±.

Petition



ARCHITECTURE
ENGINEERING

PLANNING OUR
CLIENTS' SUCCESS

August 19, 2024

John T. Carroll Jr., Mayor
Galena Town Office
101 South Main Street
Galena, MD 21635

RE: **SIVAD, LLC**
Annexation Petition

Dear Mayor Carroll:

I am hereby submitting this petition on behalf of SIVAD, LLC, the owner of 78.32 acres of property located at the corner of East Cross Street and S. Main Street. The following members represent SIVAD, LLC:

1. Jarman Wilson Davis
2. Frances Davis Ward

Jarman Wilson Davis is the managing member of the LLC. As a result, the members of the ownership request the Town of Galena Annex the property into town limits.

Please accept the following as part of our application.

- Completed application form signed.
- Filing fee of \$1,000.00.
- Annexation Petition
- The metes and bounds survey and legal description of the parcel to be annexed.

If you have any questions, don't hesitate to contact me.

Signed

BECKER MORGAN GROUP, INC.

A handwritten signature in blue ink, appearing to read "Gregory V. Moore".

Gregory V. Moore, P.E.
Civil Engineer

/rlh

Enclosures

202407000ab-annex-ltr.docx

BECKER MORGAN GROUP, INC.

309 SOUTH GOVERNORS AVENUE
DOVER, DELAWARE 19904
302.734.7950

THE TOWER AT STAR CAMPUS
100 DISCOVERY BOULEVARD, SUITE 102
NEWARK, DELAWARE 19713
302.369.3700

PORT EXCHANGE
312 WEST MAIN STREET, SUITE 300
SALISBURY, MARYLAND 21801
410.546.9100

3333 JAECKLE DRIVE, SUITE 120
WELMINGTON, NORTH CAROLINA 28403
910.341.7600

615 SOUTH COLLEGE STREET, SUITE 9-112
CHARLOTTE, NORTH CAROLINA 28202
980.270.9100

314 EAST MAIN STREET
CLAYTON, NORTH CAROLINA 27520
919.243.1332

www.beckermorgan.com

SIVAD LLC

Operating Agreement

Prepared by

Ronald R. Holden
Attorney at Law

Law Office of Ronald R. Holden
705 Melvin Avenue, Suite 105
Annapolis, Maryland 21401
410- 263-1667

Baltimore line: 410-269-7552
D.C. line: 301-858-5959
Fax: 410-263-4157

SIVAD LLC

Operating Agreement

This Operating Agreement (this "Agreement") is entered into this 16 day of June, 2007, by and among the signatories hereto.

Explanatory Statement

The Members of SIVAD LLC ("the LLC"), have decided to set forth in writing an Operating Agreement for the purpose of establishing the management structure of the LLC and to govern all other aspects of its operation.

NOW, THEREFORE, for good and valuable consideration, the parties hereto, intending legally to be bound, agree as follows:

Section I.
Defined Terms

The following capitalized terms shall have the meanings specified in this Section I. Other terms are defined in the text of this Agreement; and, throughout this Agreement, those terms shall have the meanings respectively ascribed to them.

"Act" means the Maryland Limited Liability Company Act, as amended from time to time.

"Adjusted Book Value" means, with respect to any asset, such asset's adjusted basis for federal income tax purposes, with the following exceptions and adjustments:

(i) The initial Adjusted Book Value of any asset contributed to the Company by a Member shall be the fair market value of such asset (unreduced by liabilities secured by such asset) as determined by the contributing Interest Holder and the Manager;

(ii) The Adjusted Book Values of all Company assets may be adjusted to equal their respective fair market values (unreduced by liabilities secured by such assets), as determined by the Manager, as of the following times: (a) the acquisition of an additional interest in the Company by any new or existing Interest Holder in exchange for more than a de minimis Capital Contribution; (b) the distribution by the Company to an Interest Holder of more than a de minimis amount of Company Property as consideration for an interest in the Company if the Manager reasonably determines that such adjustment is necessary or appropriate to reflect the relative economic interests of the Interest Holders in the Company; and (c) the liquidation of the Company within the meaning of Regulations Section 1.704-1(b)(2)(ii)(g);

(iii) The Adjusted Book Value of any Company asset distributed to any Interest Holder shall be the fair market value (unreduced by liabilities secured by such assets) of such asset on the date of distribution as determined by the Manager;

(iv) The Adjusted Book Values of Company assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to Sections 734(b) or 743(b) of the Code, but only to the extent that such adjustments are taken into account in

Petition

“Capital Transaction” means any transaction not in the ordinary course of business which results in the Company’s receipt of cash or other consideration other than Capital Contributions, including, without limitation, proceeds of sales or exchanges or other dispositions of property not in the ordinary course of business, financings, refinancings, condemnations, recoveries of damage awards, and insurance proceeds.

“Cash Flow” means all cash funds derived from operations of the Company (including interest received on reserves), without reduction for any non-cash charges, but less cash funds used to pay current operating expenses and to pay or establish reasonable reserves for future expenses, debt payments, capital improvements, replacements and future investment as determined by the Manager. Cash Flow shall not include Capital Proceeds but shall be increased by the reduction of any reserve previously established.

“Code” means the Internal Revenue Code of 1986, as amended, or any corresponding provision of any succeeding law.

“Company” means the limited liability company formed in accordance with this Agreement.

“Family Member” means FRANCES DAVIS WARD and JARMAN WILSON DAVIS the descendants of both of them, and the current spouses of both of them, namely: DAVID CHARLES WARD or SUSAN PATTERSON DAVIS.

“Interest” means a Person’s share of the Profits and Losses of, and the right to receive distributions from, the Company.

“Interest Holder” means any Person who holds an Interest, whether as a Member or as an unadmitted assignee of a Member or other Interest Holder.

“Involuntary Withdrawal” means, with respect to any Interest Holder, the occurrence of any of the following events:

- (i) the Interest Holder makes an assignment for the benefit of creditors;
- (ii) the Interest Holder files a voluntary petition in bankruptcy;
- (iii) the Interest Holder is adjudged bankrupt or insolvent or there is entered against the Interest Holder an order for relief in any bankruptcy or insolvency proceeding;
- (iv) the Interest Holder files a petition or answer seeking for the Interest Holder any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law, or regulation;
- (v) the Interest Holder seeks, consents to, or acquiesces in the appointment of a trustee for, receiver for, or liquidation of the Interest Holder or of all or any substantial part of the Interest Holder’s properties;
- (vi) the Interest Holder files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against the Interest Holder in any proceeding described in Subsections (i) through (v);
- (vii) the continuation of any proceeding against the Interest Holder seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law, or regulation, for one hundred twenty (120) days after the commencement thereof, or the appointment of a trustee, receiver, or liquidator for the Interest Holder or all or any substantial part of the Interest Holder’s properties without the Interest Holder’s agreement or acquiescence, which appointment is not vacated or stayed for one hundred twenty (120) days or, if the appointment is stayed, for one hundred twenty (120) days after the expiration of the stay during which period the appointment is not vacated;

(i) all items of income, gain, loss, deduction, or credit required to be stated separately pursuant to Code Section 703(a)(1) shall be included in computing taxable income or loss;

(ii) any tax-exempt income of the Company, not otherwise taken into account in computing Profit or Loss, shall be included in computing taxable income or loss;

(iii) any expenditures of the Company described in Code Section 705(a)(2)(B) (or treated as such pursuant to Regulation Section 1.704-1(b)(2)(iv)(i)) and not otherwise taken into account in computing Profit or Loss, shall be subtracted from taxable income or loss;

(iv) gain or loss resulting from any taxable disposition of Company property shall be computed by reference to the Adjusted Book Value of the property disposed of, notwithstanding the fact that the Adjusted Book Value differs from the adjusted basis of the property for federal income tax purposes;

(v) in lieu of the depreciation, amortization, or cost recovery deductions allowable in computing taxable income or loss, there shall be taken into account the depreciation computed based upon the Adjusted Book Value of the asset; and

(vi) notwithstanding any other provision of this definition, any items which are specially allocated pursuant to Section 4.3 hereof shall not be taken into account in computing Profit or Loss.

“Regulation” means the income tax regulations, including any temporary regulations, from time to time promulgated under the Code.

“SDAT” means the State Department of Assessments and Taxation of Maryland.

“Transfer”, when used as a noun, means any voluntary sale, hypothecation, pledge, assignment, gift, bequest, or other transfer, and, when used as a verb, means voluntarily to sell, hypothecate, pledge, assign, give, bequeath, or otherwise transfer.

Section II.

Formation and Name; Office; Purpose; Term

2.1. Organization. The parties shall organize a limited liability company pursuant to the Act and the provisions of this Agreement. For that purpose, Articles of Organization were filed for record with SDAT on June 27, 2005. A copy of the Articles of Organization is attached hereto as a part of **Exhibit B** and made a part hereof.

2.2. Name of the Company. The name of the Company shall be “SIVAD LLC.” The Company may do business under that name and under any other name or names upon which the Manager selects. If the Company does business under a name other than that set forth in its Articles of Organization, then the Company shall file a trade name certificate as required by law.

be determined by an independent appraiser who shall be selected by the General Manager. The Profit or Loss for each unsold asset shall be determined as if the asset had been sold at its fair market value, and the Profit or Loss shall be allocated as provided in Section 4.2 and shall be properly credited or charged to the Capital Accounts of the Interest Holders prior to the distribution of the assets in liquidation pursuant to Section 4.4.


4.5.3. All Profit and Loss shall be allocated, and all distributions shall be made to the Persons shown on the records of the Company to have been Interest Holders as of the last day of the taxable year for which the allocation or distribution is to be made. Notwithstanding the foregoing, unless the Company's taxable year is separated into segments, if there is a Transfer or an Involuntary Withdrawal during the taxable year, the Profit and Loss shall be allocated between the original Interest Holder and the successor on the basis of the number of days each was an Interest Holder during the taxable year; provided, however, the Company's taxable year shall be segregated into two or more segments in order to account for Profit, Loss, or proceeds attributable to a Capital Transaction or to any other extraordinary non-recurring items of the Company.

4.5.4. The General Manager is hereby authorized, upon the advice of the Company's tax counsel, to amend this Section IV to comply with the Code and the Regulations promulgated under Code Section 704(b); provided, however, that no amendment shall substantially affect distributions to an Interest Holder without the Interest Holder's prior written consent.

Section V.

Management: Rights, Powers and Duties

5.1. Manager.

5.1.1. **Manager.** The Company shall be managed by a Manager, who may, but need not, be a Member. JARMAN WILSON DAVIS is hereby designated to serve as the initial Manager. 

5.1.2. **General Powers.** The Manager shall have full, exclusive, and complete discretion, power, and authority, subject in all cases to the other provisions of this Agreement and the requirements of applicable law, to manage, control, administer, and operate the business and affairs of the Company for the purposes herein stated, and to make all decisions affecting such business and affairs, including without limitation, for Company purposes, the power to:

5.1.2.1. acquire by purchase, lease, or otherwise, any real or personal property, tangible or intangible;

5.1.2.2. construct, operate, maintain, finance, and improve, and to own, sell, convey, assign, mortgage, or lease any real estate and any personal property;

5.1.2.3. sell, dispose, trade, or exchange Company assets in the ordinary course of the Company's business;

IN WITNESS WHEREOF, this Agreement has been executed under seal as of the date set forth hereinabove.

MEMBERS:

Susan P. Davis
WITNESS

Laura P. Davis
WITNESS

Jarman Wilson Davis (SEAL)
JARMAN WILSON DAVIS

Frances Davis Ward (SEAL)
FRANCES DAVIS WARD

**SIVAD LLC
Operating Agreement**

**EXHIBIT A
List of Members, Capital, and Percentages**

<u>Name and Address</u>	<u>Initial Capital Contribution</u>	<u>Percentages</u>	<u>Taxpayer Identification Number (TIN)</u>
FRANCES D. WARD 9466 BLACK VELVET LN., COLUMBIA, MD 21046	½ undivided interest contributed by each Member in real property described in a Deed dated Nov. 26, 2005 and recorded at Liber 0449, folio 187, Kent County, MD, Land Records Dec. 2, 2005	50%	
JARMAN W. DAVIS 996 MELVIN RD. ANNAPOLIS, MD 21403		50%	



Application for
Annexation Application

ANX
2/09

Town of Galena

Application Fee: **Less than 24.9 Acres \$500**
Greater than 25 Acres \$1000

101 S. Main St. Galena, Md 21635

Phone: 410-648-5151 • E-mail: info@townofgalena.com • Web site: www.townofgalena.com

Please Print Clearly or Type

Property Address Information S Main Street Galena, MD 21635
 Subdivision 0000 Lot(S) 0 N/A Block N/A
 Zoning RC-Kent County Tax Account (S) _____
 Property Size (in square feet) Total 3,411,504 SF/18.32
 Property's Use Existing (to include office, industrial, residential, commercial) Farmland/Agricultural

Applicant Information:

Please supply Name, Address, Phone Number and E-mail Address

Applicant SIVAD LLC
996 Melvin Road. Annapolis, MD 21403
 Property Owner SIVAD LLC 996 Melvin Rd
Annapolis, MD 21403
 Architect Becker Morgan Group, Inc.
312 West Main Street, Salisbury, MD 21801
 Engineer Becker Morgan Group, Inc.
312 West Main Street, Salisbury, MD 21801
 Attorney _____

Property Current Zoning In the Town of Galena _____

STAFF USE ONLY

Application Acceptance:

Application # _____
 Date Accepted _____
 Staff Contact _____

Application Intake:

OR Date Received _____
 Reviewed by _____
 Date of Checklist Review _____
 Deemed Complete: Yes No

Project Name SIVAD Subdivision

Metes and Bonds Description "Attached"

A letter of authorization from the owner must be submitted if this application is filed by anyone other than the owner. I hereby certify that I have the authority to make this application, that the application is complete and correct and that I have read and understood all procedures for filing this application.

Please sign here Jaman Wilson / AVIS 8/14/24

Application Checklist:

The following documents are to be furnished as part of this application:

Submitted

- Complete Application
- Filing Fee
- Petition
- Metes and Bonds description and graphic plan prepared and certified by a professional engineer.
Twelve (3) printed full size copies
 - Electronic Copy

Comments on Submittal: (For Staff Use Only)

The Town of Galena, Maryland

Annexation Plan
2024 Annexation
SIVAD, LLC Property

WHEREAS, Sivad, LLC filed a petition for Annexation with regard to certain property contiguous and adjoining to the boundary of the Town of Galena, comprised of seventy-eight and thirty-two hundredths (78.32) acres, more or less, and more commonly known as the Sivad, LLC property located on south of Cross Street and East of Main Street, as shown on tax map 0015 as parcel 0003 (the “Annexation Property”).

WHEREAS, on the 7th day of October, 2024, the Mayor and Council of Galena introduced Resolution No. 2024-03 proposing a municipal annexation petitioned by Sivad, LLC.

A. Introduction

This plan has been prepared by the Town of Galena pursuant to Section 4-415 of the Local Government Article of the Annotated Code of Maryland. It is a plan for the extension of services for development purposes and for public use of property.

B. Land Use Pattern for the Annexation Property

- 1) The Annexation Property is located on the southern boundary and eastern boundary of the Town of Galena on the south side of Main Street. The Annexation Property is more particularly described on a plat prepared by Becker Morgan, dated May 10, 2024, which is attached to Annexation Resolution No. 2024-03 as Exhibit A. The Annexation Property is shown on as parcel 0003 on tax map 0015.
- 2) The existing land use to the north and west of the Annexation Property are mix of residential, commercial, and governmental, with most of such use being residential.
- 3) This annexation and the proposed subsequent development are consistent with the Comprehensive Plan for the Town of Galena.

C. Proposed Use of Annexation Property

The proposed use of the Annexation Property is primarily residential, with some commercial use, and some use reserved for town governmental purposes including a town park.

D. Availability of Land for Public Facilities

The Annexation Property contains sufficient land for such public facilities as may be required as a result of its annexation and development. The Town may require the dedication of land for the construction, expansion and extension of public facilities as a condition to any development approvals. All necessary infrastructure and improvements, including, but not limited to, road systems, storm water management systems, water and sewer systems expansion and/or extensions and utility delivery systems, and all other facilities necessary to serve the residents and occupants of the Annexation Property, shall be installed in accordance with sound engineering principles, and shall be subject to location, design, and construction approvals by the Galena Planning Commission, Town staff, and professional consultants of the Town of Galena.

E. Municipal Water and Sewer

The Annexation Property will be served by the Town of Galena's water-and-sewer system.

F. Municipal Facilities

The Annexation Property shall pay the water-and-sewer allocation fees and all other applicable fees in accordance with the Town's Water and Sewer Ordinance and associated Resolutions set forth establishing water and sewer fees and rates that are in effect at the time services are requested, as well as any Annexation Agreements, Public Works Agreements, and Development Rights and Responsibilities Agreements as may be entered into by the Town and Sivad, LLC, and its successors and assigns (the "Owner" and/or "Developer"). Any such agreements shall be incorporated as if fully set forth herein. In addition, said owner and/or developer shall comply with all provisions of the Town's Water and Sewer Ordinance and related policies with respect to physically connecting to the Town's water-and-sewer lines.

G. Other Town Services

- 1) Emergency Service. The Galena Volunteer Fire Department presently provides fire protection and emergency medical services to the Annexation Property. Kent County also provides emergency medical services. Such services will continue after annexation, using existing personnel and equipment, at the same or similar level of service now being provided.
- 2) Police Service. The Annexation Property is presently served by the Kent County Sheriff's office for purposes of police protection. Such services will continue after annexation, using existing personnel and equipment, at the same or similar level of service provided.
- 3) Street Maintenance. The Annexation property is located off Main Street and Cross Street, which are State Highways. Access to the aforementioned streets shall require

approval of the State Highway Administration (“SHA”). Any extensions and improvements of public roadways to, or within the Annexation Property shall be made at the expense of the property owner in accordance with the Town regulations prior to any development. It is anticipated that existing Town streets, including Phelps Avenue and Jarman Avenue, will be extended into the Annexation Property when such property is developed.

- 4) Refuse Collection. Presently, the Town of Galena offers residential trash collection. The Town charges a fee for such collection. It is expected that such trash collection will be available to the Annexation Property and that the rate schedule in place for such collection will be applicable to the Annexation Property.

WITNESS

Mayor and Council of the Town of Galena, MD

Amber E. Englebach,
Zoning Coordinator

John T. Carroll, Jr., Mayor

Sarah E. Merrell, Councilmember

Justinian M. Dispenza, Councilmember

Tyler J. Carpenter, Councilmember

Cheryl A. Richwine, Councilmember

RESOLUTION NO. 2024-03

2024 ANNEXATION
SIVAD, LLC PROPERTY

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF GALENA, MARYLAND ENLARGING THE CORPORATE BOUNDARIES OF THE TOWN OF GALENA BY ANNEXING LAND CONTIGUOUS AND ADJOINING THE EXISTING CORPORATE AREA OF THE TOWN CONSISTING OF A PARCEL OF LAND CONTAINING APPROXIMATELY SEVENTY-EIGHT AND THIRTY TWO HUNDRETHS (78.32) ACRES, MORE COMMONLY KNOWN AS THE SIVID, LLC, SOUTH OF CROSS STREET AND EAST OF MAIN STREET, AS SHOWN ON TAX MAP 0015 AS PARCEL 0003, SUBJECT TO THE TERMS AND CONDITIONS CONTAINED IN ANY CONTRACTS AND ANNEXATION AGREEMENTS BY AND BETWEEN THE TOWN AND THE CURRENT OWNER OF THE PROPERTY; AMENDING THE CHARTER OF THE TOWN OF GALENA FOR THE PURPOSES OF INCLUDING THE ANNEXED PROPERTY WITHIN THE LEGAL DESCRIPTIONS AND PLATS DEPICTING THE CORPORATE LIMITS OF THE TOWN; AND CONCERNING ALL MATTERS RELATED TO SAID ANNEXATION.

WHEREAS, the Mayor and Council of the Town of Galena, Maryland, a municipal corporation of the State of Maryland, has determined to enlarge and extend the limits of the Town by including therein contiguous and adjoining parts of Kent County in accordance with the procedures contained in Section 4-401 of the Local Government Article of the Annotated Code of Maryland (2013 Rep. Vol.); and

WHEREAS, the proposed annexation has been requested by and consented to by the owner of the property to be annexed, SIVAD, LLC; and

WHEREAS, based upon the aforesaid consent, the Mayor and Council of the Town have determined to initiate a Resolution, to enlarge and extend the limits of the Town to include the hereinafter described area and to make applicable to that area all laws which are now in force and effect or which may be hereinafter enacted, in the Town, specifically subject to any Contracts and Annexation Agreements which are incorporated herein by reference.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Council of the Town of Galena, Maryland, in legislative session assembled:

Section 1. That there is hereby annexed into the corporate boundaries of the Town of Galena, a municipal corporation of the State of Maryland, all of that land contiguous and adjoining the existing Town of Galena in Kent County, Maryland, consisting of a 78.32 acre +/- parcel of land located in Kent County, Maryland, as more particularly and fully described on the plat attached hereto as “Exhibit A” and by a survey of courses and distances attached hereto as “Exhibit B”, and incorporated herein by reference as it fully set forth in the body of this Resolution;

Section 2. That the annexation of the land described in Exhibits “A” and “B” will not create any unincorporated area which is bounded on all sides by real property presently within the corporate limits of the Town, real property proposed to be within the corporate limits of the Town, or any combination of such properties;

Section 3. That from and after the effective date of this Resolution, all provisions of the Constitution of Maryland, all laws of the State of Maryland applicable to the Town of Galena, and all duly adopted Charter and Ordinance provisions of the Town of Galena, (except as altered by the terms and conditions contained in any Annexation Agreement) shall be and the same are hereby extended and made applicable to such portion of Kent County as is, under the provision of this Resolution, annexed to and made a part of the Town of Galena, Maryland. Nothing herein or elsewhere in the Resolution shall affect the power of the Mayor and Council of the Town of Galena to amend or to repeal any Charter provision or Ordinance existing at the date of passage of this Resolution, or to enact and ordain any Ordinance which, at the date of passage of this Resolution, or hereinafter, it may be authorized to enact or ordain;

Section 4. The Mayor and Council is authorized to execute an Annexation Agreement, and agreement for the extension of the public services and facilities, and/or other agreements of a similar nature with regard to the property being annexed, provided that the terms of this Resolution shall prevail over any inconsistent term in any such agreement.

Section 5. That the inhabitants of the territory annexed to the Town of Galena by this Resolution and the owners of all property therein shall, in all respects and to all intents and purposes, be subject to the powers, jurisdiction and authority vested, or to be vested by law, in the Mayor and Council of the Town of Galena, so far as the same may be consistent with the provisions of this Resolution, and the territory so annexed shall, in all respects be taken and considered as part of the municipal corporation of the Town of Galena, expressly subject, however, to the terms and conditions of any Annexation Agreements between the Town and SIVAD, LLC. (“SIVAD”) A copy of the Annexation Agreement between the Town and SIVAD is attached hereto as “Exhibit C”. SIVAD is the sole owner of the land to be annexed and has consented to such annexation. A copy of the SIVAD’s written consent is attached hereto and incorporated herein as “Exhibit D”. A copy of the Annexation Plan is attached hereto and incorporated herein as “Exhibit E”.

Section 6. The Charter of the Town of Galena shall be amended to add “2024 Annexation” to read as follows: “The land described in the Resolution of The Mayor and Council of the Town of Galena, Maryland enlarging the corporate boundaries of the Town of Galena by annexing land contiguous and adjoining the existing corporate area of the Town consisting a parcel of land containing approximately 78.32 acres and located on the south side of Cross Street and the east side of Main Street, more commonly known as the SIVAD property, subject to the terms and conditions contained in those certain agreements for annexation by and between the Town and SIVAD be and is hereby added to, taken into and made part of the Town of Galena.

Section 7. In accordance with Section 4-406 of the Local Government Article of the Annotated Code of Maryland, the Mayor of Galena and the Town Clerk of Galena shall cause a public notice to be published not fewer than four (4) times at not less than weekly intervals in a newspaper having general circulation in the Town of Galena and in the area to be annexed which briefly and accurately describes the proposed change in the conditions and circumstances applicable thereto. The public notice shall further specify that a public hearing will be held on this Resolution by the Mayor and Council of the Town of Galena, Maryland at 7:00 p.m. in the Town Hall, 101 Main Street, Galena, MD 21635, on the 2nd day of December 2024. Immediately following the first publication of the public notice, a copy of the notice shall be provided to

County Commissioners of Kent County, the Kent County Planning Commission, the Maryland Department of Planning, and any regional or State planning agency having jurisdiction in Kent County;

Section 8. This Resolution shall become effective forty-five (45) days from January 6, 2025, provided it is adopted by the Mayor and Council of the Town of Galena, Maryland, on that date and, unless within forty-five (45) days the Town receives a Petition for Referendum filed in accordance with the provisions of Sections 4-408 to 4-413 of the Local Government Article of the Annotated Code of Maryland (2013 Rep. Vol.);

AND, BE IT FURTHER RESOLVED, by the Mayor and Council of the Town of Galena, Maryland, that the Mayor and Town Clerk shall, within ten (10) days, register both the original and new corporate boundaries of the Town of Galena with the Town Clerk, the Clerk of the Circuit Court for Kent County, the Kent County Planning Commission, and the Department of Legislative Reference for the State of Maryland, when this Resolution takes effect.

INTRODUCED, by the Mayor and Council of the Town of Galena, Maryland, at a regular legislative session on October 7, 2024.

PASSED, by the Mayor and Council of Galena, Maryland, at a legislative session on January 6, 2025.

WITNESS:

THE TOWN OF GALENA,
MARYLAND

Amber Englebach, Zoning Coordinator

By: _____
John T. Carroll, Jr., Mayor

APPROVED AS TO FORM:

Thomas N. Yeager, Town Attorney

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT (this “Agreement”) made this _____ day of _____, 2024, by THE MAYOR & COUNCIL of GALENA, a Maryland municipal corporation (hereinafter referred to as the “Town”); and SIVAD, LLC (the “Developer”)

RECITALS

WHEREAS, the Developer is the owner of a tract of land in the First Election District of Kent County, Maryland containing 103.53 acres of land, more or less, of which 25.21 acres, more or less, lie within the corporate boundaries of the Town and 78.32 acres, more or less, are proposed for annexation into and lying contiguous to the southern corporate boundary to the Town of GALENA (the “Annexation Property”), and more particularly described on a plat entitled “SIVAD, LLC” as prepared by Becker Morgan, dated May 10, 2024, attached to the Petition for Annexation submitted by the Developer, and incorporated herein as part of Exhibit A; and

WHEREAS, the Town is concerned with the future use and development of land lying to the east of its boundaries and wishes to exercise control over such use and development through the means of annexing the same; and

WHEREAS, the Annexation Property consists of 78.32 of land, more or less, adjacent to and contiguous with the present boundary of the Town, and is the property proposed for annexation in the Petition for Annexation; and

WHEREAS, Annexation Resolution 1-2024-01 (the “Resolution”) proposing the annexation of the Annexation Property into the Town was introduced by the Mayor and Council on October 7, 2024, and a public hearing regarding said Resolution was held on December 2, 2024. The Resolution is attached hereto as Exhibit B; and

WHEREAS, the Developer is agreeable to and consents to the annexation by the Town of the Annexation Property, subject to the terms, circumstances and conditions set forth in this Agreement; and

WHEREAS, the Town believes the annexation of the Property into the Town is desirable so long as the terms and conditions of this Agreement are met.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, the sufficiency of which is expressly acknowledged, Developer and the Town mutually agree as follows:

Section 1. Land Use and Zoning. Developer shall develop the Annexation Property in compliance with all zoning regulations and according to site plans approved by the Town Planning Commission. The zoning classification requested for the Annexed Property shall be R-1 C-2 Commercial District, conditioned upon the Town obtaining a waiver from the County Commissioners of Kent County of the requirements of Section 4-416(b) of the Local Government Article of the Annotated Code of Maryland. All statutory requirements for the zoning of the

Annexation Property shall be satisfied, including, but not necessarily limited to, the prior review and recommendations of the Town Planning Commission before a zoning classification can be adopted. Furthermore, the parties agree and understand that the Annexation Property shall be developed as a mostly residential development, with approximately 7 acres as commercial (the “Development”). The parties acknowledge that duplexes or multifamily housing units are not permitted under the current zoning regulations in the portion of the proposed development that is currently within the Town limits. A re-zoning or the enactment of a zoning text amendment would be required for such use.

Section 2. Conditions. This Agreement is contingent in its entirety upon successful and final annexation of the Property into the Town of GALENA in accordance with Section 4-401 *et seq.* of the Local Government Article of the Annotated Code of Maryland and the reclassification of the zoning for the Annexation Property in accordance with the provisions of Section 1 herein.

Section 3. Use Restrictions, Design Standards and Land Dedications. Developer agrees that once the Property is annexed and zoned in accordance with its Petition for Annexation (including the adoption of the Zoning Text Amendments, if necessary) that the use of the Annexation Property shall be limited to residential development, and shall be developed, used and maintained in general accordance with the “Area Diagram” and “Boundary and Topographical Survey” Exhibit Plat of the Lands of SIVID, LLC, prepared by Becker Morgan, dated May 10, 2024, and attached hereto as Exhibits C and D.

Section 4. Public Facilities, Infrastructure and Financial Contributions.

(a) Public Works Agreement(s). The Town and Developer shall enter into a Public Works Agreement (“PWA”) that provides for the design and construction of sewer and water system improvements to serve the Annexation Property. The sewer and water system improvements shall be designed and constructed according to specifications and standards established by the Town. Said PWA shall be in a form acceptable to the Town Attorney.

(b) Development Rights and Responsibilities Agreement. The Town intends to introduce legislation to enable the Mayor and Council to enter into Development Rights and Responsibilities Agreements (DRRAs). In the event such legislation results in the enactment of a code provision allowing the Mayor and Council to enter into such agreements, the parties anticipate that they will negotiate and execute a DRRA. If impacts to the Town regarding services such as public safety, fire protection, and rescue response are not addressed in a DRRA, such matters shall be addressed in a separate agreement between the Town and the Developer.

(c) Town services will be available upon annexation, subject to compliance with the conditions of the Annexation Resolution and this Agreement. Sanitary sewer and water service will be contingent upon (i) approval of an improvements construction plan, (ii) the payment to the Town by Developer of all required fees and charges, and (iii) the completion of the construction necessary to so serve the Annexation Property.

(d) The cost of the utility improvements necessary to accommodate development of the Annexation Property and the extension of the Town sewer lines to the

Annexation Property as well as the construction of any necessary lift station thereon, and any necessary upgrade to the downstream sewer lift/pumping stations as required to service the development of the Annexation Property shall be paid by the Developer. The installation of water lines, hydrants, meters, taps and laterals and sewer lines within the Annexation Property shall be paid for by Developer. Once the utility lines and related appurtenant items are constructed to the Town's requirements, Developer shall give, convey and dedicate same to Town. The specific improvements shall be set forth in the PWA and in any Development Rights and Responsibilities Agreements (DRRA) that may be entered between the Developer and the Town.

(e) Residential Water Hookups. The Town agrees to approve water utility hookup connections to the Town's municipal water system for each dwelling unit in the Development. Developer shall pay to the Town water utility connection fee in accordance with the Town's rate schedule that is in effect at the time the allocation is granted.

(f) Residential Sewer Hookups. The Town agrees to approve sewer utility hookup connections to the Town's municipal sewer system for each dwelling unit in the Development. Developer shall pay to the Town sewer utility connection fee in accordance with the Town's rate schedule that is in effect at the time the allocation is granted.

(g) In addition to the connection fees specified in Section 4(d) and (e) above, Developer will contribute an amount to be determined and set forth in the PWA and/or DRRA to the Town for public infrastructure improvements deemed necessary and appropriate by the Town.

(h) Impact Contribution. Developer agrees to pay to the Town for each residential lot created by the Developer \$2,000 per such lot, and for each commercial lot created by the Developer and for any pre-existing commercial lots, \$5,000 per such lot. This payment shall be for all lots created for the development regardless of whether such lot is located in land already within the Town's municipal boundaries or in the land that is being annexed. The proceeds from such payments may be used by the Town as the Town shall determine. Such per lot fees are in addition to any permit, connection, or similar fees. In lieu of a homeowners association, it is anticipated that a special tax district shall be formed to fund the long-term maintenance of any common elements such as storm water management ponds and special landscaping areas.

(i) Stormwater Management. The stormwater management system will meet all applicable Town, Kent County and State of Maryland standards. The maintenance of the stormwater management facility to be located in the proposed development and upon the deeded open space area will be the responsibility of the Town. The Developer shall dedicate the land upon which all such facilities are located via a deed that shall be in a form acceptable to the Town.

(j) Public Streets, Lighting and Pedestrian Walkways.

(i) The development shall include a walking trail for accessibility and connectivity to existing and future Town parks.

(ii) At the Town's request, the Developer may be required to re-route the drainpipe that currently runs under East Cross Street (MD Route 290).

(iii) The specifics of the aforementioned walking trail and of streets and lighting shall be addressed in a DRRA, PWA, and/or similar agreements entered into between the Town and the Developer.

Section 6. Open Space. The Developer shall provide for approximately twenty-two (22) acres of Open Space in the proposed development. The existing pond and the proposed 3.7-acre park may be included in this open space. Upon the effective date of the Annexation Resolution or as soon as practicable thereafter, the Developer shall dedicate such land to the Town and shall present the Town with a Deed in a form acceptable to the Town.

Section 7. Town Hall Expansion and Access Lands.

(a) At such time that the Developer has completed its preliminary engineering, the Developer shall convey to the Town a parcel or tract of land sufficient to provide vehicular access to the Town Hall from the proposed expansion of Phelps Avenue and such land sufficient for parking and reasonable expansion of the Town's existing buildings located at 101 South Main Street.

(b) At such time that the Developer has completed its preliminary engineering, the Developer shall convey to the Town, a parcel or tract of land which encompasses an existing 50' Right of Way or access way to South Main Street, along with the land inside a line extending from the eastern boundary of the Town Hall property to the southern boundary of the aforementioned 50' Right of Way.

Section 8. Easement and Rights-of-Ways. Developer and Town agree to grant to the other upon request, at **no cost**, rights-of-way or easements over their respective property in the event that such rights-of-way or easements shall be necessary for the installation, maintenance, replacement and/or removal of infrastructure related to the Development, including without limitation, roads, utility lines, and drainage improvements. If the Developer is unable to obtain off-site easements and rights-of-way as may be necessary for the development of the Annexation Property, the Town agrees to assist Developer, solely at the expense of Developer, in obtaining such easements and rights-of-way.

Section 9. Exhibits Incorporated by Reference.

Exhibit A - Petition for Annexation and Plat

Exhibit B - Annexation Resolution No. 1-2024

Exhibit C - Exhibit Plat – Area Diagram

Exhibit D - Exhibit Plat – Boundary and Topographic Survey

Section 10. Other Provisions.

(a) Applicable Law. It is the intention of the parties that all questions with respect to the construction of this Agreement and rights and liabilities of the parties hereunder shall be determined in accordance with the laws of the State of Maryland.

(b) Entire Agreement. This Agreement embodies and constitutes the entire understanding between the parties with respect to the transaction contemplated herein, and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement.

(c) Scope of Agreement. This Agreement is not intended to limit the exercise of police powers of the Town, to limit the operation of the Town government, or to guarantee the outcome of any administrative process. Unless otherwise specifically provided in writing, this Agreement shall be subject to all properly enacted laws, and properly adopted governmental regulations, now or hereafter existing and applicable. This Agreement shall not be rendered invalid by reason of the enactment or amendment of any law or the adoption or amendment of any regulation, which law or regulation is either (1) enacted or adopted in the exercise of a governmental power for a valid governmental purpose; or (2) enacted or adopted by the Town as the result of a mandate by the State of Maryland or the U.S. Government. This Agreement is not contingent upon, the Town has not offered or promised to take or refrain from taking, and the Developer has not requested or paid any consideration for, any legislative, administrative or other action by the Town to limit, deny or discourage development on the property of any person who is not a party to this Agreement. Modification. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged or terminated except by an instrument in writing signed by the party against which the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.

(d) Modification. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged or terminated except by an instrument in writing signed by the party against which the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.

(e) Headings. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

(f) Binding Effect. The terms of this Agreement shall be binding upon and shall inure to the benefits of the parties, any successor municipal authorities of the Town, successor owners of record of the Annexation Property and the successors and assigns of Developer, it being expressly understood and agreed that Developer may assign their benefits, rights, duties and obligations hereunder either as part of the conveyance of the Annexation Property as an entirety or severally as part of the conveyances of portions of the Annexation Property.

(g) Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

(h) Enforceability. This Agreement shall be specifically enforceable in any court of competent jurisdiction by any of the parties hereto by any appropriate action or suit at law or in equity to secure the performance of the covenants herein contained.

(i) Survival. The terms and conditions of this Agreement shall survive the effective date of the Annexation Resolution.

(j) Notices. Any notice to be given or served hereunder or under any documents or instrument executed pursuant hereto shall be in writing and shall be: (a) delivered personally, with a receipt requested therefore; or (b) sent by telecopy facsimile; or (c) sent by a recognized overnight courier service; or (d) delivered by United States registered or certified mail, return receipt requested, postage prepaid. All notices shall be addressed to the parties at their respective addresses set forth below, and the same shall be effective: (a) upon receipt or refusal if delivered personally or by telecopy facsimile; (b) one (1) business day after depositing with such an overnight courier service; or (c) two (2) business days after deposit in the mails, if mailed. A party may change its address for receipt of notices by service of a notice of such change in accordance herewith. All notices by telecopy facsimile shall be subsequently confirmed by United States, certified or registered mail.

If to Town: Mayor & Council
Town of Galena
101 S. Main Street
Galena, Maryland 21635

With a copy to: Thomas N. Yeager, Esquire
Attorney for Town of Galena
203 Maple Avenue
Chestertown, Maryland 21620

If to Developer: SIVAD, LLC
996 Melvin Road
Annapolis, Maryland 21403

With a copy to:

(k) Time. Time is of the essence of this Agreement and of each and every provision thereof.

(l) Mutual Assistance. The parties shall do all things reasonably necessary or appropriate to carry out and to expedite the terms and provisions of this Agreement and to aid and assist each other in carrying out the terms and provisions of this Agreement and the intentions of the parties as reflected by said terms including, without limitation, the giving of such notices, the holding of such public hearings, the enactment by the Town of such resolutions and ordinances and the taking of such other actions as may be necessary to enable the parties' compliance with

the terms and provisions of this Agreement and as may be necessary to give effect to the terms and objectives of this Agreement and the intentions of the parties as reflected by said terms. The Developer and the Town agree to promptly execute all permit applications needed by Developer for permits or approvals from various agencies and departments or any other public or private agencies from whom a permit is required to develop the Annexation Property, provided that such permit applications are prepared in accordance with applicable laws, ordinances, rules, regulations. The parties each further agree to cooperate in the securing of such permits or approvals from such agencies

Section 11. Costs of Proceedings. Developer agrees that it shall reimburse the Town for all reasonable costs it incurs as a result of the review and proceedings associated with the Petition for Annexation including, but not limited to, advertising costs, professional consultants and reasonable attorney's fees. Such costs may extend beyond the time of adoption of an annexation resolution. In this regard, it is anticipated and understood that the Town will obtain the services of a Planning Consultant for review of and management of the project through completion. Developer shall be responsible for such related costs whether or not said annexation is approved by the Town at large; it being understood by Developer that the Town does not in any way guarantee said annexation. Furthermore, Developer understands and agrees that should it abandon its Petition for Annexation for any reason Developer shall nevertheless be responsible for all costs, expenses and miscellaneous charges related to said annexation incurred by the Town up to the point of abandonment by Developer and a reasonable time thereafter as needed to terminate and close out the matter.

IN WITNESS WHEREOF, the parties have executed and sealed this Annexation Agreement as of the day and year first above written, provided, however, that for the purposes of determining the date hereof, as used in this Agreement, such date shall be the last date any of the parties hereto executes this Agreement.

THE MAYOR & COUNCIL OF THE
TOWN OF GALENA, MARYLAND

John T. Carroll, Jr., Mayor

WITNESS:

Amber E. Englebach, Zoning Coordinator

APPROVED AS TO FORM:

Thomas N. Yeager, Attorney

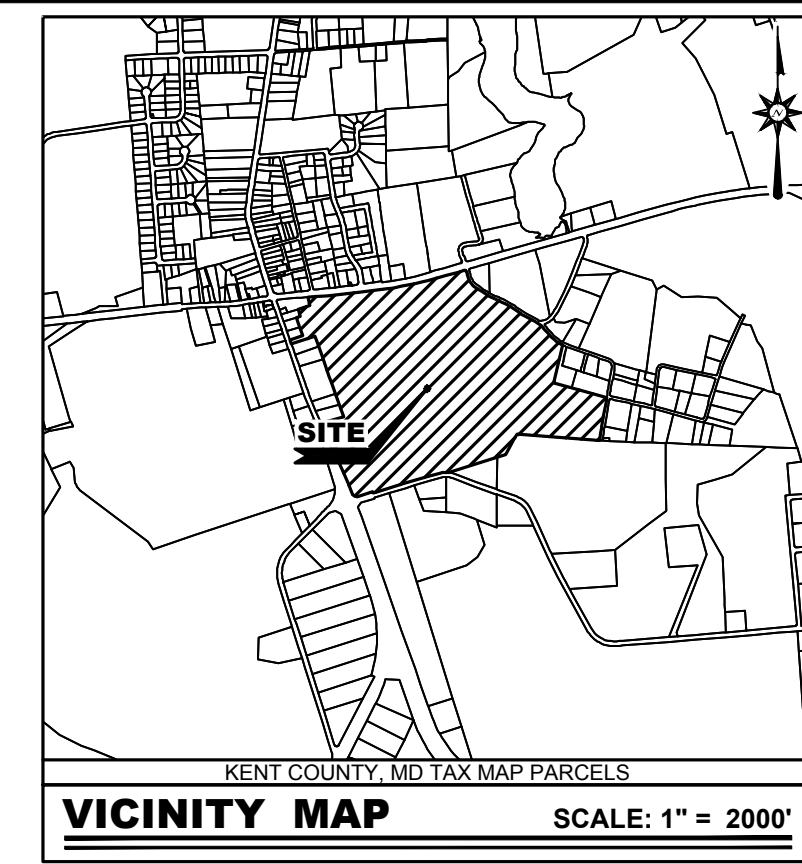
Date: _____

SIVAD, LLC

Authorized Member

Authorized Member

Date: _____



I HEREBY CERTIFY THAT THESE DOCUMENTS WERE PREPARED OR APPROVED BY ME AND THAT I AM A DAILY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MARYLAND.
LICENSE NUMBER: 30331
EXPIRATION DATE: 09/23/24

PROJECT TITLE

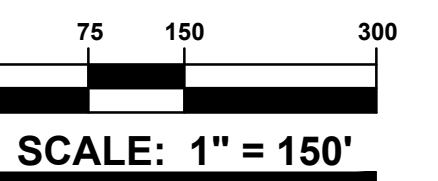
LANDS OF

SIVAD, LLC

GALENA-SASSAFRAS RD.
GALENA
KENT COUNTY, MD

SHEET TITLE

ANNEXATION PLAT



ISSUE BLOCK

MARK	DATE	DESCRIPTION

PROJECT NO.: 2024070.00

DATE: 08/16/2024

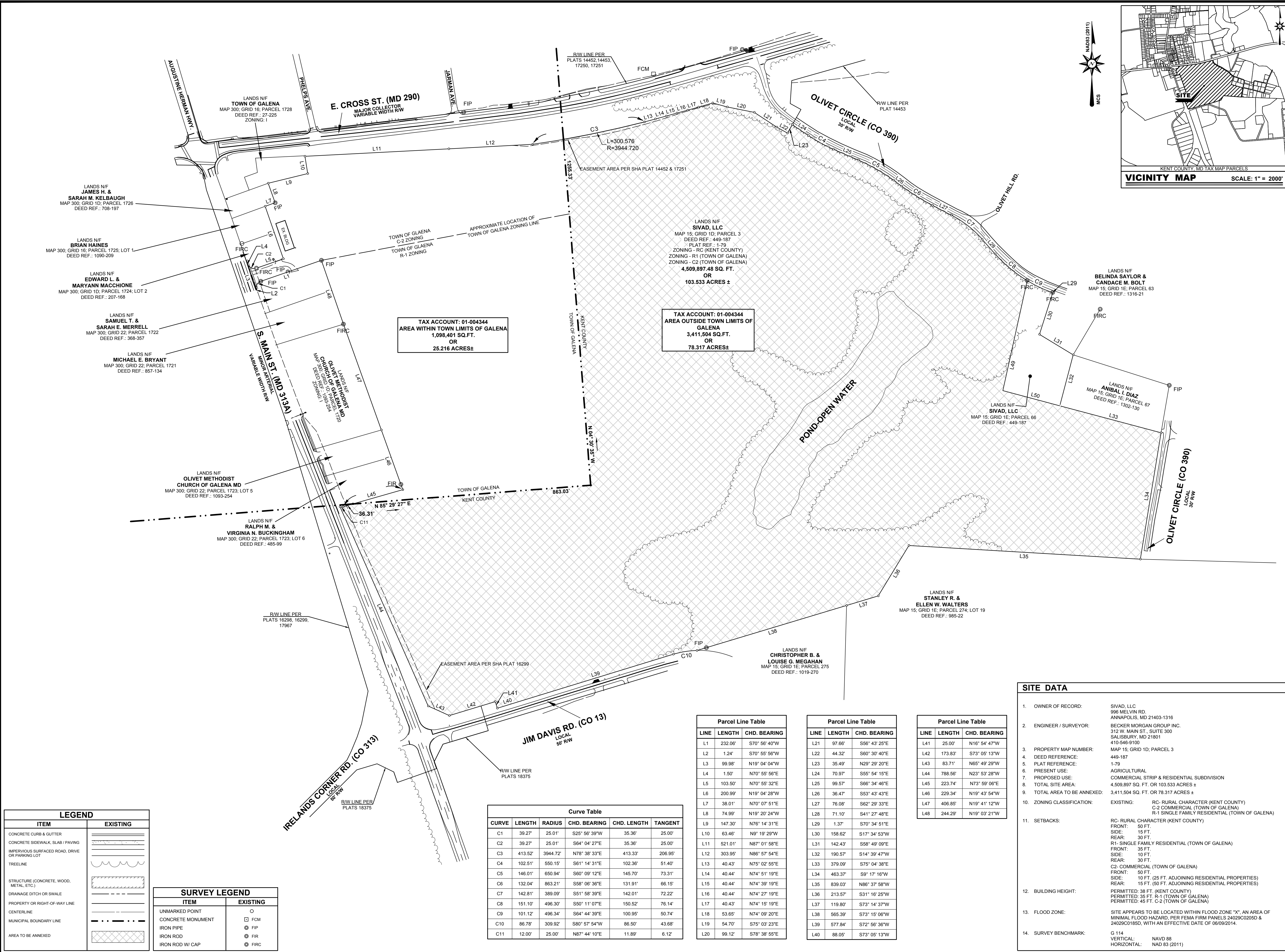
SCALE: 1" = 150'

DRAWN BY: M.R.S. / PROJ. MGR.: C.G.D.

SHEET

1 OF 1

COPYRIGHT 2024



TAX ACCOUNT: 01-004344
AREA WITHIN TOWN LIMITS OF GALENA
1,098,401 SQ.FT.
OR
25.216 ACRES±

TAX ACCOUNT: 01-004344
AREA OUTSIDE TOWN LIMITS OF GALENA
3,411,504 SQ.FT.
OR
78.317 ACRES±

LANDS N/F
JAMES H. &
SARAH M. KELBAUGH
MAP 300, GRID 1D, PARCEL 1726
DEED REF.: 708-197

LANDS N/F
BRIAN HAINES
MAP 300, GRID 16, PARCEL 1725, LOT 1
DEED REF.: 1090-209

LANDS N/F
EDWARD L. &
MARYANN MACCHIONE
MAP 300, GRID 1D, PARCEL 1724, LOT 2
DEED REF.: 207-168

LANDS N/F
SAMUEL T. &
SARAH E. MERRELL
MAP 300, GRID 22, PARCEL 1722
DEED REF.: 368-357

LANDS N/F
MICHAEL E. BRYANT
MAP 300, GRID 22, PARCEL 1721
DEED REF.: 857-134

LANDS N/F
OLIVET METHODIST
CHURCH OF GALENA MD
MAP 300, GRID 22, PARCEL 1723, LOT 5
DEED REF.: 1093-254

LANDS N/F
RALPH M. &
VIRGINIA N. BUCKINGHAM
MAP 300, GRID 22, PARCEL 1723, LOT 6
DEED REF.: 485-99

LANDS N/F
SIVAD, LLC
MAP 15, GRID 1D, PARCEL 3
DEED REF.: 449-187
PLAT REF.: 1-79
ZONING - RC (KENT COUNTY)
ZONING - R1 (TOWN OF GALENA)
ZONING - C2 (TOWN OF GALENA)
4,509,897.48 SQ. FT.
OR
103.533 ACRES ±

LANDS N/F
SIVAD, LLC
MAP 15, GRID 1E, PARCEL 68
DEED REF.: 449-187

LANDS N/F
BELINDA SAYLOR &
CANDACE M. BOLT
MAP 15, GRID 1E, PARCEL 63
DEED REF.: 1316-21

LANDS N/F
ANIBAL L. DIAZ
MAP 15, GRID 1E, PARCEL 67
DEED REF.: 1302-130

LANDS N/F
STANLEY R. &
ELLEN W. WALTERS
MAP 15, GRID 1E, PARCEL 274, LOT 19
DEED REF.: 985-22

LANDS N/F
CHRISTOPHER B. &
LOUISE G. MEGAHAN
MAP 15, GRID 1E, PARCEL 275
DEED REF.: 1019-270

LEGEND	
ITEM	EXISTING
CONCRETE CURB & GUTTER	
CONCRETE SIDEWALK, SLAB / PAVING	
IMPERVIOUS SURFACED ROAD, DRIVE OR PARKING LOT	
TREELINE	
STRUCTURE (CONCRETE, WOOD, METAL, ETC.)	
DRAINAGE DITCH OR SWALE	
PROPERTY OR RIGHT-OF-WAY LINE	
CENTERLINE	
MUNICIPAL BOUNDARY LINE	
AREA TO BE ANNEXED	

SURVEY LEGEND	
ITEM	EXISTING
UNMARKED POINT	○
CONCRETE MONUMENT	□ FCM
IRON PIPE	○ FIP
IRON ROD	● FIR
IRON ROD W/ CAP	⊙ FIR

Curve Table					
CURVE	LENGTH	RADIUS	CHD. BEARING	CHD. LENGTH	TANGENT
C1	39.27'	25.01'	S25° 56' 39"W	35.36'	25.00'
C2	39.27'	25.01'	S64° 04' 27"E	35.36'	25.00'
C3	413.52'	3944.72'	N78° 38' 33"E	413.33'	206.95'
C4	102.51'	550.15'	S61° 14' 31"E	102.36'	51.40'
C5	146.01'	650.94'	S60° 09' 12"E	145.70'	73.31'
C6	132.04'	863.21'	S58° 06' 36"E	131.91'	66.15'
C7	142.81'	389.09'	S51° 58' 39"E	142.01'	72.22'
C8	151.10'	496.30'	S50° 11' 07"E	150.52'	76.14'
C9	101.12'	496.34'	S64° 44' 39"E	100.95'	50.74'
C10	86.78'	309.92'	S80° 57' 54"W	86.50'	43.68'
C11	12.00'	25.00'	N87° 44' 10"E	11.89'	6.12'

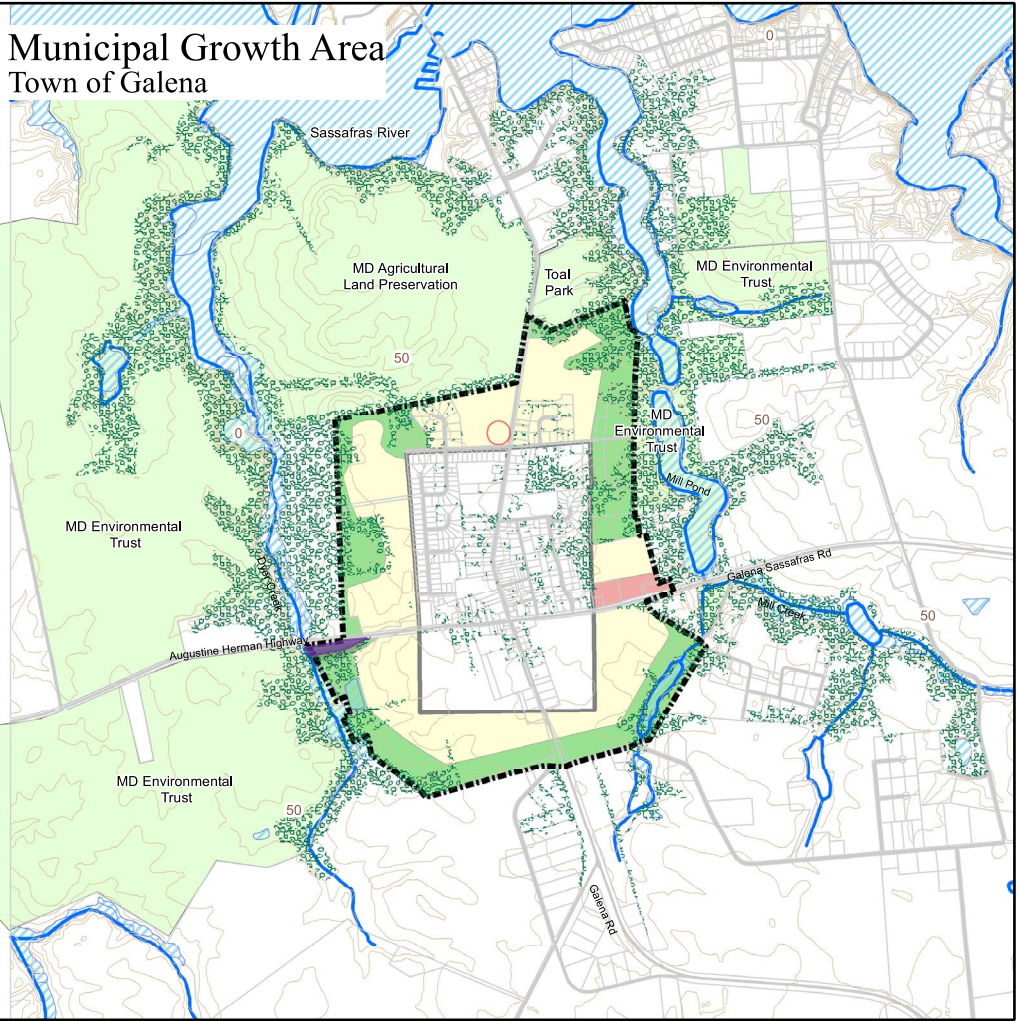
Parcel Line Table		
LINE	LENGTH	CHD. BEARING
L1	232.06'	S70° 56' 40"W
L2	1.24'	S70° 55' 56"W
L3	99.98'	N19° 04' 04"W
L4	1.50'	N70° 55' 56"E
L5	103.50'	N70° 55' 32"E
L6	200.99'	N19° 04' 28"W
L7	38.01'	N70° 07' 51"E
L8	74.99'	N19° 20' 24"W
L9	147.30'	N76° 14' 31"E
L10	63.46'	N9° 19' 29"W
L11	521.01'	N87° 01' 58"E
L12	303.95'	N86° 57' 54"E
L13	40.43'	N75° 02' 55"E
L14	40.44'	N74° 51' 19"E
L15	40.44'	N74° 39' 19"E
L16	40.44'	N74° 27' 19"E
L17	40.43'	N74° 15' 19"E
L18	53.65'	N74° 09' 20"E
L19	54.70'	S75° 03' 23"E
L20	99.12'	S78° 38' 55"E

Parcel Line Table		
LINE	LENGTH	CHD. BEARING
L21	97.66'	S56° 43' 25"E
L22	44.32'	S60° 30' 40"E
L23	35.49'	N29° 29' 20"E
L24	70.97'	S55° 54' 15"E
L25	99.57'	S66° 34' 46"E
L26	36.47'	S53° 43' 43"E
L27	76.08'	S62° 29' 33"E
L28	71.10'	S41° 27' 48"E
L29	1.37'	S70° 34' 51"E
L30	158.62'	S17° 34' 53"W
L31	142.43'	S58° 49' 09"E
L32	190.57'	S14° 39' 47"W
L33	379.09'	S75° 04' 38"E
L34	463.37'	S9° 17' 16"W
L35	839.03'	N86° 37' 58"W
L36	213.57'	S31° 16' 25"W
L37	119.80'	S73° 14' 37"W
L38	565.39'	S73° 15' 06"W
L39	577.84'	S72° 56' 36"W
L40	88.05'	S73° 05' 13"W

Parcel Line Table		
LINE	LENGTH	CHD. BEARING
L41	25.00'	N16° 54' 47"W
L42	173.83'	S73° 05' 13"W
L43	83.71'	N65° 49' 29"W
L44	788.56'	N23° 53' 28"W
L45	223.74'	N73° 59' 06"E
L46	229.34'	N19° 43' 54"W
L47	406.65'	N19° 41' 12"W
L48	244.29'	N19° 03' 21"W

SITE DATA	
1. OWNER OF RECORD:	SIVAD, LLC 996 MELVIN RD. ANNAPOLIS, MD 21403-1316
2. ENGINEER / SURVEYOR:	BECKER MORGAN GROUP INC. 312 W. MAIN ST., SUITE 300 SALISBURY, MD 21801 410-546-9100
3. PROPERTY MAP NUMBER:	MAP 15, GRID 1D, PARCEL 3
4. DEED REFERENCE:	449-187
5. PLAT REFERENCE:	1-79
6. PRESENT USE:	AGRICULTURAL
7. PROPOSED USE:	COMMERCIAL STRIP & RESIDENTIAL SUBDIVISION
8. TOTAL SITE AREA:	4,509,897 SQ. FT. OR 103.533 ACRES ±
9. TOTAL AREA TO BE ANNEXED:	3,411,504 SQ. FT. OR 78.317 ACRES ±
10. ZONING CLASSIFICATION:	EXISTING: RC-RURAL CHARACTER (KENT COUNTY) C-2 COMMERCIAL (TOWN OF GALENA) R-1 SINGLE FAMILY RESIDENTIAL (TOWN OF GALENA)
11. SETBACKS:	RC-RURAL CHARACTER (KENT COUNTY) FRONT: 50 FT. SIDE: 15 FT. REAR: 30 FT. R1-SINGLE FAMILY RESIDENTIAL (TOWN OF GALENA) FRONT: 35 FT. SIDE: 10 FT. REAR: 30 FT. C2-COMMERCIAL (TOWN OF GALENA) FRONT: 50 FT. SIDE: 10 FT. (25 FT. ADJOINING RESIDENTIAL PROPERTIES) REAR: 15 FT. (50 FT. ADJOINING RESIDENTIAL PROPERTIES)
12. BUILDING HEIGHT:	PERMITTED: 38 FT. (KENT COUNTY) PERMITTED: 35 FT. R-1 (TOWN OF GALENA) PERMITTED: 45 FT. C-2 (TOWN OF GALENA)
13. FLOOD ZONE:	SITE APPEARS TO BE LOCATED WITHIN FLOOD ZONE "X", AN AREA OF MINIMAL FLOOD HAZARD, PER FEMA FIRM PANELS 24029C0205D & 24029C0185D, WITH AN EFFECTIVE DATE OF 06/09/2014.
14. SURVEY BENCHMARK:	G 114 VERTICAL: NAVD 88 HORIZONTAL: NAD 83 (2011)





Growth Area Recommended Land Use

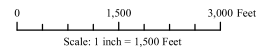
- Commercial
- Resource Conservation
- Town Residential
- Potential for Commercial
- Industrial - Critical Area

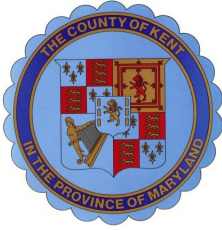
- Municipal Growth Area
- Galena Municipal Boundary
-

MAP 4

rea

Map Created: July 8, 2022
 Mapping Data Sourced: Maryland iMap, Maryland Department of Planning, Maryland MDOT, the Chesapeake Conservancy
 Conservation Innovation Center's 1m resolution land cover data, and Kent County.





Lindsay Blume, Court Administrator, Circuit Court for Kent County
12/17/2024
County Commissioners Meeting

Item Summary:

Security Project, Contract Proposal

ATTACHMENTS:

Description

Atlantic Security Quote

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 Courthouse
103 N. Cross Street
Chestertown, MD 21620

ATTN: Kailee Dirker
JOB NAME: Courthouse Security Additions
JOB SITE: 103 N. Cross St., Chestertown

TEL: 410-778-7985 **Email:** kailee.dierker@mdcourts.gov **Salesman:** Dan Wagner **DATE:** 11/21/2024

Proposal for Additions to Existing Security System, CCTV, and Access Control System

- A. One [1] new supervised wireless panic button to replace existing unit at Circuit Court Judge's Bench.
- B. Four [4] new interior cameras to be added to existing CCTV system.
- C. Six [6] new exterior cameras to be added to existing CCTV system.
- D. Three [3] pairs of wireless camera links for parking lot cameras.
- E. One [1] 24" LED monitor at front entrance metal detector table.
- F. One [1] USB extension for mouse control at new monitor.
- G. Customer to provide 110 volt outlet (*not GFI*) to be located on customer provided poles for mounting at each camera location.
- H. Eight [8] expandable control processing units.
- I. Two [2] magnetic door lock power supply.
- J. Eight [8] proximity readers.
- K. One [1] double door to be fitted with two [2] magnetic locks.
- L. One [1] daytime bypass key switch to disable magnetic locks during public hours. Note: panic lockdown pull station will always lock doors regardless of key switch status.
- M. One [1] existing powered door opener to be fitted with automatic bypass relay to disable opener function when locks are engaged.
- N. The system or equipment installed under this Proposal are 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.
- O. 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.

- P. 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, except for loss or damage, irrespective of cause or origin,

that 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. 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 the provisions as described on the Certificate of Liability Insurance form, attached hereto and made part of this Proposal.

- Q. 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:

\$36,985.00 [Thirty-six Thousand Nine Hundred Eighty-five & 00/100 Dollars]

(Total payment based on selection of available options.)

- ◆ **This is an outright purchase of equipment.**
- ◆ **PAYMENT TERMS: 50% DOWN, BALANCE DUE ON COMPLETION.**
- ◆ **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 until February 15, 2025, unless substantial supply cost increases occur.

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:

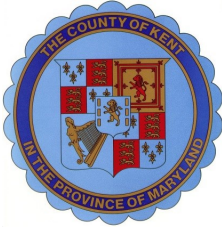
Signature/Date

Atlantic Security Representative/Date

PRINTED NAME

Dan Wagner

PRINTED NAME



William Albright, KRM Development Corporation
12/17/2024
County Commissioners Meeting

Item Summary:

Eighth Amendment to Kent County Board of Elections Lease

ATTACHMENTS:

Description

12.17.24 Kent County Board of Elections Lease, Eighth Amendment

K R M – GSM, LLC

EIGHTH AMENDMENT TO LEASE

THIS EIGHTH AMENDMENT TO LEASE, dated as of this 3rd day of December, 2024 by and between KRM – GSM, LLC, (“Landlord”) and Kent County Commissioners for the Kent County Board of Elections, (“Tenant”).

WITNESSETH:

WHEREAS, Landlord and Tenant have heretofore entered into a Lease dated April 22, 2003 (the “Lease”), and an Amendment to the Lease (“First Amendment to Lease”) dated July 15, 2003, and an Amendment to the Lease (“Second Amendment to Lease”) dated April 1, 2008, and an Amendment to the Lease (“Third Amendment to Lease”) dated June 10, 2013, and an Amendment to the Lease (“Fourth Amendment to Lease”) dated August 7, 2018, and an Amendment to the Lease (“Fifth Amendment to Lease”) dated August 6, 2019, and an Amendment to the Lease (“Sixth Amendment to Lease”) dated June 2, 2020, and an Amendment to the Lease (“Seventh Amendment to Lease”) dated July 24, 2024, for certain premises located in the GSM Building at 135 Dixon Drive, Chestertown, MD 21620, as more particularly described in the Lease; and

WHEREAS, Landlord and Tenant desire to extend the term of the lease on a month-to-month basis.

NOW, THEREFORE, Landlord and Tenant hereby agree that the Lease shall be and is hereby amended as follows:

- 1) Month-to-Month Lease - 3,000 square feet

$$1/1/25 - 6/30/25 \text{ 3,000 sf} \times \$15.00 \text{ sf/yr} = \$45,000/\text{yr} = \$3,750.00/\text{mo}$$

Tenant will notify Landlord of the intent to continue the Lease on a month-to-month basis for a period no more than six (6) months at the rate above. This month-to-month Lease may be cancelled by either Landlord or Tenant upon thirty (30) days prior written notice.

- 2) Additional Rent**:

$$2024* - \text{CAM } \$0.48 \text{ sf/year} = \$1,440.00/\text{year} = \$120.00/\text{month}$$

$$2024* - \text{PTAX } \$28/\text{month}$$

*To be adjusted annually by Landlord. See Article IV, B. Tenant’s Responsibilities in Addition to Rent.

**Tenant is responsible for adding this amount to their monthly lease payment and Landlord will reconcile account at the end of each calendar year. See Article IV, B. Tenant’s Responsibilities in Addition to Rent.

EXCEPT as herein above specifically modified all of the terms and provisions of the Lease are and shall remain in full force and effect, and the Lease, as amended hereby, if ratified by both parties.

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Eighth Amendment to Lease the day and year first written above.

LANDLORD

KRM – GSM, LLC

By: KRM Development Corporation managing member

TENANT

KENT COUNTY COMMISSIONERS

Jesse G. Parks, President

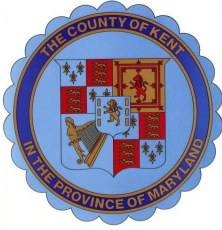
Ronald H. Fithian, President

Albert H. Nickerson, Member

John F. Price, Member

ATTEST/WITNESS

205 Cannon Street, Suite 1 ~ Chestertown, MD 21620
410-810-1574 FAX: 410-810-1571



**Peter P. Rice, III, Executive Director, Echo Hill Outdoor School
12/17/2024
County Commissioners Meeting**

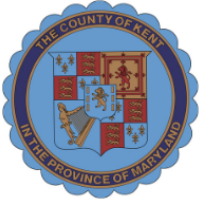
Item Summary:

Letter of Support

ATTACHMENTS:

Description

12.17.24 Letter of Support, Nicole Carlozo, Section Chief, Chesapeake & Coastal Service, Maryland Department of Natural Resources, Echo Hill Outdoor School Shoreline Restoration Project



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

December 17, 2024

DRAFT

Nicole Carlozo
Section Chief, Waterfront & Resource Planning
Chesapeake & Coastal Service
Maryland Department of Natural Resources
580 Taylor Avenue, E-2
Annapolis, Maryland 21401

RE: Letter of Support, Echo Hill Outdoor School

Dear Ms. Carlozo,

The County Commissioners of Kent County supports the Shoreline Restoration Project at Echo Hill Outdoor School. Echo Hill Outdoor School has a longstanding history of providing educational services to the State of Maryland. This project aims to protect Echo Hill's shoreline from increasing erosion on its sandy beaches. Not only will it safeguard the shoreline, but it will also prevent a historic building from collapsing into the Chesapeake Bay. Additionally, it will serve as a valuable resource for the ongoing education of the participants. Echo Hill Outdoor School plans to use it as a teaching tool to educate children about the Chesapeake Bay ecosystem. These enhancements will enrich the curriculum and educate numerous participants about using nature-based solutions to fix shoreline erosion problems. Therefore, the Board wholeheartedly supports Echo Hill Outdoor School and the Shoreline Restoration Project.

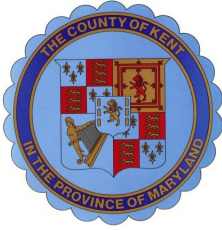
Sincerely,
THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

Ronald H. Fithian, President

Albert H. Nickerson, Member

John F. Price, Member

cc: Peter Rice, Senior Educator, Echo Hill Outdoor School



**Jennifer Hizer, Assistant Director for Government Grants and
Sponsored Programs, Washington College
12/17/2024
County Commissioners Meeting**

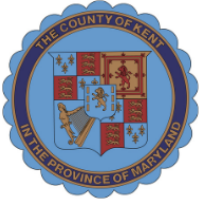
Item Summary:

Letter Of Support Request

ATTACHMENTS:

Description

12.17.24 Washington College Support Letter Maryland Department of Commerce



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

December 17, 2024

DRAFT

Maryland Department of Commerce
Build Our Future Grant Pilot Program
401 E. Pratt Street
Baltimore, MD 21202

To Whom It May Concern,

We, the Kent County Commissioners, express support for Washington College's funding request to develop a Food Entrepreneurship and Agricultural Sustainability Technologies (FEAST) initiative within its Innovation Plant. As ongoing supporters of the Innovation Plant and its efforts to enhance our region's opportunities, we are excited about the promise this initiative holds for fostering local entrepreneurship and unlocking new potential for economic growth.

The FEAST initiative builds upon a well-established partnership between Washington College and the community of Kent County, reflecting years of collaboration and engagement. Local food and agricultural entrepreneurs have consistently needed resources to enhance their production, distribution, research, and marketing efforts. By addressing these critical gaps, the initiative will not only strengthen our local economy but also support sustainable practices that align with Kent County's values and priorities.

We are encouraged by this initiative's transformative potential and look forward to seeing the Innovation Plant continue to drive progress and opportunity in our region.

Thank you for your time and careful consideration of this request.

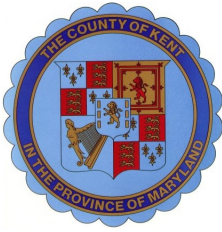
Sincerely,
THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

Ronald H. Fithian, President

Albert H. Nickerson, Member

John F. Price, Member

cc: Jennifer Hizer, Assistant Director for Government Grants and Sponsored Programs, Washington College



Dan Mattson, Director, Public Works
12/17/2024
County Commissioners Meeting

Item Summary:

Water and Wastewater Division: Sewer Agreement

ATTACHMENTS:

Description

Agreement LOC 1758

AGREEMENT

THIS AGREEMENT is made and executed this 21st day of November 2024, by and between the County Commissioners of Kent County, Maryland, hereinafter referred to as "Commissioners," and Trustees, Patrick E. McLaughlin and Lori A. McLaughlin, of Kent County, State of Maryland, sometimes hereinafter referred to as "Owner" or "Developer."

WHEREAS, Owner owns certain property in Kent County, Maryland, more particularly described in a Deed recorded among the Land Records for Kent County, Maryland in Liber 1375, No. 173, shown on Tax Map 035C, Parcel 0881, made by John T. Craig, Jr. & Barbara W. Craig, dated 6/20/2024, a copy of which is attached hereto;

WHEREAS, Commissioners have agreed to grant to owner certain additional sewer allocations as more particularly set forth herein.

NOW, THEREFORE, WITNESSETH: that for and in consideration of the sums set forth herein and paid by Owner to Commissioners, and other good and valuable considerations, the receipt of which is hereby acknowledged, the parties herein agree as follows;

1. Owner will pay the Commissioners the sum of Five-thousand, nine-hundred (\$5,900.00) Dollars for acquiring one additional half (0.5) sewer allocation(s) in the Tolchester Area for sewer services (the "Allocation(s)"). The Allocation(s) shall be used for Residential Use.
2. The Allocation(s) granted hereunder will remain valid only if the original conditions of this Agreement remain unchanged. The Owner cannot propose changing the project without risking the loss of the allocation(s). Allocation(s) are considered to be granted when an Agreement has been executed between the Commissioners and the Developer/Owner.

The Allocation(s) fee must be paid on execution of this Agreement; thereafter, the Developer/Owner will be assessed the minimum quarterly charges for vacant lots established by the Commissioners until the earlier of connection of the project to Kent County's sewer lines or two (2) years from the date of this Agreement. After the earlier of connection to Kent County's sewer lines, or the passage of two years from the date of this Agreement, Developer/Owner shall be charged the full quarterly charges for the improvements on the property unless, additional arrangements are specified herein:

ADDITIONAL ARRANGEMENTS: (NONE)

3. The Commissioners reserve the right to review and recapture any allocations that have not been connected to Kent County's water and/or sewer lines if the Wastewater Plant in the district for which they were approved is within 85% of its design capacity. Owner acknowledges the Commissioners' right to recapture any unconnected allocations subject to this Agreement subject to the conditions stated in this paragraph. The owner further acknowledges that allocation fees for any recaptured allocation are NON-REFUNDABLE. The failure of the Commissioners to undertake the review and recapture at a time when the Wastewater Plant is within 85% of its design capacity shall not constitute a waiver of the provisions of this paragraph in the event that the Commissioners decide to conduct a review and recapture during a subsequent time when the plant is within 85% of capacity.

4. The Owner will be responsible for the installation of any water and/or sewer appurtenances necessary for service to the property, for obtaining all necessary permits, and for the payment to the Commissioners of all associated inspection fees.
5. Owner shall guarantee the construction for a period of two (2) years from final acceptance by the Department.

WITNESS the execution hereof by the parties hereto the day and year first above written.

WITNESS:

Carol L. Schweitzer
Carol L. Schweitzer

PROPERTY OWNER(S):

Patrick E. McLaughlin
Trustee, Patrick E. McLaughlin
Lori A. McLaughlin
Trustee, Lori A. McLaughlin

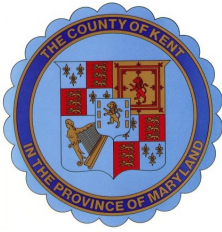
ATTEST:

THE COUNTY COMMISSIONERS OF
KENT COUNTY, MARYLAND

By: _____
Ronald H. Fithian, President

By: _____
Albert H. Nickerson, Member

By: _____
John F. Price, Member



Dan Mattson, Director, Public Works
12/17/2024
County Commissioners Meeting

Item Summary:

Water and Wastewater Division: Sewer Agreement

ATTACHMENTS:

Description

PWA LOC 12404

THIS AGREEMENT is made and executed this 19th day of November, 2024, by and between the County Commissioners of Kent County, Maryland, hereinafter referred to as Commissioners, and Harry T. & Elizabeth H. & Bryan Williams, Trustees, of Kent County, State of Maryland, sometimes hereinafter referred to as Owner.

WHEREAS, Owner owns certain property in Kent County, Maryland, known as 25367 Lambs Meadow Rd., more particularly described in a Deed recorded among the Land Records for Kent County, Maryland in Liber 646, No. , Folio 294, shown on Tax Map 0020, Parcel 0052.

WHEREAS, Commissioners have agreed to grant to owner one additional sewer allocation at no charge and an additional one-fifth sewer allocation as more particularly set forth herein.

NOW, THEREFORE, WITNESSETH: that for and in consideration of the sums set forth herein and paid by Owner to Commissioners, and other good and valuable considerations, the receipt of which is hereby acknowledged, the parties herein agree as follows;

- Owner will pay the Commissioners the sum of Two-thousand-three-hundred-sixty (\$2,360.00) Dollars for acquiring one-fifths (1/5th) sewer allocation(s) in the Worton Area for sewer services (the "Allocation(s)"). The Allocation(s) shall be used for Commercial Use in their barn on location to provide catered parties for gatherings of up to one hundred (100) persons.
- The Allocation(s) granted hereunder will remain valid only if the original conditions of this Agreement remain unchanged. The owner cannot propose changing the project without risking the loss of the allocation(s). Allocation(s) are considered granted when an Agreement has been executed between the

Commissioners and the Developer/Owner.

The Allocation(s) fee must be paid on execution of this Agreement, thereafter the Developer/Owner will be assessed the minimum quarterly charges for vacant lots established by the Commissioners until the earlier of connection of the project to Kent County's water and/or sewer lines or two (2) years after the execution of this Agreement. After connection to Kent County's sewer lines, the Developer/Owner shall be charged the full quarterly charges based on a total of 2.5 EDU's for the existing and improvements to the property.

ADDITIONAL ARRANGEMENTS: (NONE)

- The Commissioners reserve the right to review and recapture any allocations that have not been connected to Kent County's water and/or sewer lines in the event that the Wastewater Plant in the district for which they were approved is within 85% of its design capacity. Owner acknowledges the Commissioners' right to recapture any unconnected allocation subject to this Agreement subject to the conditions stated in the paragraph. The Owner further acknowledges that allocation fees for any recaptured allocation are NON-REFUNDABLE. The failure of the Commissioners to undertake the review and recapture at a time when the Wastewater Plant is within 85% of its design capacity shall not constitute a waiver of the provisions of this paragraph in the event that the Commissioners decide to conduct a review and recapture during a subsequent time when the plant is within 85% of capacity.
- The Owner will be responsible for the installation of any water or sewer appurtenances necessary for service to the property, for obtaining all necessary permits, and for the payment to the Commissioners of all associated inspection fees.
- The Owner shall guarantee the construction for a period of two (2) years from final acceptance by the Department.

WITNESS the execution hereof by the parties hereto the day and year first above written.

WITNESS:

PROPERTY OWNER (S):

Deceased

Harry T. Williams, Trustee

Elizabeth H. Williams

Elizabeth H. Williams, Trustee

Bryan Williams

Bryan Williams, Trustee

ATTEST:

THE COUNTY COMMISSIONERS OF
KENT COUNTY, MARYLAND

BY:

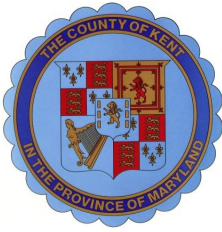
Ronald H. Fithian, President

BY:

Albert H. Nickerson, Member

BY:

John F. Price, Member



Procedures For Public Comment 12/17/2024 County Commissioners Meeting

ATTACHMENTS:

Description

Procedures for Public Comment

12.17.24 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.

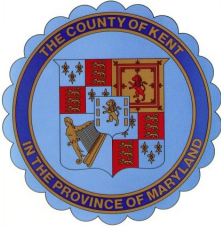
Interested parties may address the Commissioners in writing at any time about any matter of County business. Written statements can be hand-delivered or mailed to:

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

**PUBLIC COMMENTS
SIGN IN SHEET
December 17, 2024**

NAME (please print)	ADDRESS	TOPIC

ADDITIONAL SPACES ARE PROVIDED ON THE BACK SIDE; PLEASE FLIP OVER.



Contingency and Use of Fund Balance Report 12/17/2024 County Commissioners Meeting

ATTACHMENTS:

Description

12-3-2024 Commissioner Report Contingency

