

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

October 3, 2023

6:00 PM Call to Order/Pledge of Allegiance/Moment of Silence

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

Public Notices

Code Home Rule Bill No. 3-2023 Arts and Entertainment District Property Tax Credit

Adoption Notice

Code Home Rule Bill No. 4-2023 Residential Sprinkler Property Tax Credit Extension

Adoption Notice

Consent Items

#1 - Regular Session Minutes, September 26, 2023

#2 - Liquor Minutes, September 26, 2023

#3 - Public Hearing Minutes, September 26, 2023

#4 - Closed Session Minutes, September 26, 2023

#5 - Bill Mackey, Director, Planning, Housing and Zoning

Maryland Community Development Block Grant MD-22-CD-1

Special Class C Licenses

Sgt. Preston Ashley American Legion Auxiliary, Beer Only, October 15, 2023

Proclamation

Elizabeth Hill, 4-H Educator and Principal Agent Associate, University of Maryland
Extension

National 4-H Week

County Attorney

Thomas N. Yeager, County Attorney

Legislative Session Protocol

Legislative Session

Bill Mackey, Director, Planning, Housing and Zoning

Code Home Rule Bill 5-2023 Outdoor Retreats In RC, RR, and CR - First Reading

Appointments

Sherise Kennard, Clerk, and Kailee McCoy Dierker, Chief Deputy Clerk, Circuit Court Kent
County

Request For Security Enhancements

Departmental Appointments

Pete Landon, Director, Office of Emergency Services
Kent County Automated External Defibrillator (AED) Program

Human Resources Director

Jim Miller, Director, Human Resources
Update - Retiree Health Insurance

County Administrator Report

Dennis Hickman, Sheriff, Kent County Sheriff's Office
Enterprise Fleet Management
State of Maryland Department of Transportation Programs (CTP) Tour Invitations
Maryland Department of Transportation, Annual Consultation Meeting
Henry Highland Garnet Alumni
Certificates of Appreciation

Letters for Signature

Thomas N. Yeager, County Attorney
Notification Letter

Public Comment/Media Review

Procedures For Public Comment

American Rescue Plan Act Funds

American Rescue Plan Act (ARPA) Funds Spend Plan

Contingency Fund

Contingency and Use of Fund Balance Report

Closed Session

Ronald Fithian, President

Personnel

The meeting was closed under the Annotated Code of Maryland, General Provisions Article § 3-305(b) (1) To discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; or any other personnel matter that affects one or more specific individuals.

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



**Code Home Rule Bill No. 3-2023 Arts and Entertainment District
Property Tax Credit
10/3/2023
County Commissioners Meeting**

Item Summary:

Adoption Notice

ATTACHMENTS:

Description

CHR Bill No. 3-2023, Arts and Entertainment District Property Tax Credit, Adoption Notice

CHR Bill No. 3-2023 Arts and Entertainment District Property Tax Credit Legislation



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

PUBLIC NOTICE

Adoption of Code Home Rule Bill No. 3-2023 Arts and Entertainment District Property Tax Credit

AN ACT to amend Chapter 152 Taxation to add Article XI Arts and Entertainment District Property Tax Credit to the Code of Public Local Laws of Kent County, Maryland for the purpose of authorizing a certain property tax credit for certain business entities that obtain certain new, improved, or expanded premises in a certain Arts and Entertainment District in Kent County; providing for the amount and duration of the property tax credit; authorizing the County Commissioners of Kent County to provide, by law, for certain matters relating to the tax credit; defining certain terms; providing for the application of this Act; and generally relating to a property tax credit in Kent County for real property located in a certain Arts and Entertainment District.

This legislation was adopted on September 19, 2023, without amendments; and the provisions of this Act shall take effect on November 3, 2023. This bill in its entirety is on file at the Commissioners' Office, 400 High Street, Chestertown, Maryland, Monday through Friday, 8:30 a.m. to 4:30 p.m., and on the County's website at www.kentcounty.com.

By order of:

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

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

Sondra M. Blackiston, Clerk

PUBLISH: KCN 09/28/23, 10/05/23, 10/12/23

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

July 18, 2023
Legislative Session Day

Legislative Session Day
July 18, 2023

CODE HOME RULE
BILL NO. 3-2023

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

AN ACT to amend Chapter 152 Taxation to add Article XI Arts and Entertainment District Property Tax Credit to the Code of Public Local Laws of Kent County, Maryland for the purpose of authorizing a certain property tax credit for certain business entities that obtain certain new, improved, or expanded premises in a certain Arts and Entertainment District in Kent County; providing for the amount and duration of the property tax credit; authorizing the County Commissioners of Kent County to provide, by law, for certain matters relating to the tax credit; defining certain terms; providing for the application of this Act; and generally relating to a property tax credit in Kent County for real property located in a certain Arts and Entertainment District.

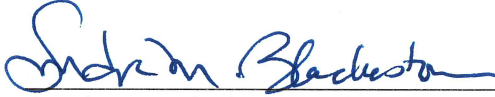
RECEIVED
CLERK, CIRCUIT COURT
2023 SEP 28 P 2:46
KENT COUNTY

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND


Ronald H. Fithian, President

INTRODUCED, read the first time, July 18, 2023, ordered posted and public hearing scheduled on August 8, 2023, 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 August 8, 2023. Reported favorably [with] without amendments; read the second time and ordered to be considered on September 19, 2023, a legislative session day.

**A BILL ENTITLED CHR 3-2023 ARTS AND ENTERTAINMENT DISTRICT PROPERTY
TAX CREDIT**

SECTION 1. NOW THEREFORE BE IT ENACTED BY THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND that Chapter 152, Taxation is hereby amended to add Article XI Arts and Entertainment District Property Tax Credit as follows:

ARTICLE XI

ARTS AND ENTERTAINMENT DISTRICT PROPERTY TAX CREDIT

152-41 DEFINITIONS

IN THIS ARTICLE, "ARTS AND ENTERTAINMENT DISTRICT," "ARTS AND ENTERTAINMENT ENTERPRISE," AND "QUALIFYING RESIDING ARTIST" HAVE THE MEANINGS STATED IN § 4-701 OF THE ECONOMIC DEVELOPMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND.

152-42 TAX CREDIT GRANTED

- A. KENT COUNTY GRANTS A TAX CREDIT AGAINST THE COUNTY REAL PROPERTY TAX IMPOSED ON A MANUFACTURING, COMMERCIAL, OR INDUSTRIAL BUILDING THAT:**
- (1) IS LOCATED IN AN ARTS AND ENTERTAINMENT DISTRICT DESIGNATED AS SUCH UNDER § 4-704 OF THE ECONOMIC DEVELOPMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND; AND**
 - (2) IS WHOLLY OR PARTIALLY CONSTRUCTED OR RENOVATED, AFTER THE DATE OF THE DESIGNATION DESCRIBED ABOVE, TO BE CAPABLE FOR USE BY A QUALIFYING RESIDING ARTIST OR AN ARTS AND ENTERTAINMENT ENTERPRISE.**
- B. THE REAL PROPERTY TAX CREDIT SHALL BE APPLIED TO THE INCREASE IN ASSESSMENT RESULTING FROM CONSTRUCTION OR RENOVATION AND SHALL BE 100% IN EACH OF THE FOLLOWING FISCAL YEARS NOT TO EXCEED MORE THAN 10 YEARS.**
- C. AN APPLICATION FOR THE TAX CREDIT CREATED BY THIS ARTICLE SHALL BE FILED BY THE PROPERTY OWNER ON OR BEFORE THE JUNE 1 PRECEDING THE FISCAL YEAR FOR WHICH THE TAX CREDIT IS SOUGHT.**

D. KENT COUNTY MAY DESIGNATE AN ARTS AND ENTERTAINMENT DISTRICT MANAGER WHO MAY PROMULGATE FORMS FOR APPLICATIONS FOR THE TAX CREDIT HEREUNDER AND MAY REQUIRE SUCH VERIFICATION OF QUALIFICATIONS HEREUNDER AS SUCH OFFICE MAY DEEM APPROPRIATE.

SECTION 2. BE IT FURTHER ENACTED by the County Commissioners of Kent County that this

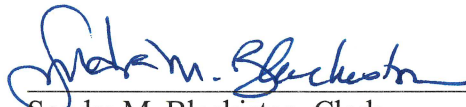
Act shall take effect on the 3rd day of November, 2023.

Read Third Time September 19, 2023

PASSED this 19th day of September, 2023.

Failed of Passage _____

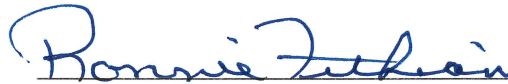
By order of:


Sondra M. Blackiston, Clerk

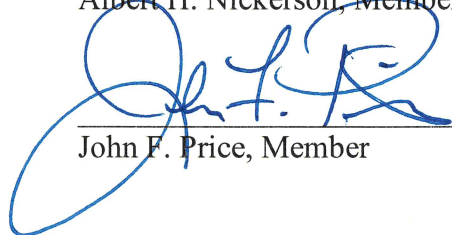
(SEAL)



THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND


Ronald H. Fithian, President


Albert H. Nickerson, Member


John F. Price, Member

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



**Code Home Rule Bill No. 4-2023 Residential Sprinkler Property Tax
Credit Extension
10/3/2023
County Commissioners Meeting**

Item Summary:

Adoption Notice

ATTACHMENTS:

Description

CHR Bill No. 4-2023, Residential Sprinkler Property Tax Credit Extension, Adoption Notice

CHR Bill No. 4-2023 Residential Sprinkler Property Tax Credit Extension Legislation



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

PUBLIC NOTICE

Adoption of Code Home Rule Bill No. 4-2023 Residential Sprinkler Property Tax Credit Extension

AN ACT to amend Chapter 152 Taxation, Article X. Residential Sprinkler Property Tax Credit of the Code of Public Local Laws of Kent County, Maryland. The purpose of this amendment is to extend the expiration date of a real property tax credit when a sprinkler system is installed.

This legislation was adopted on September 19, 2023, without amendments; and the provisions of this Act shall take effect on November 3, 2023. This bill in its entirety is on file at the Commissioners' Office, 400 High Street, Chestertown, Maryland, Monday through Friday, 8:30 a.m. to 4:30 p.m., and on the County's website at www.kentcounty.com.

By order of:

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

A handwritten signature in blue ink that reads "Sondra M. Blackiston".

Sondra M. Blackiston, Clerk

PUBLISH: KCN 09/28/23, 10/05/23, 10/12/23

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

August 1, 2023
Legislative Session Day

Legislative Session Day
August 1, 2023

CODE HOME RULE
BILL NO. 4-2023

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

AN ACT to amend Chapter 152 Taxation, Article X. Residential Sprinkler Property Tax Credit of the Code of Public Local Laws of Kent County, Maryland. The purpose of this amendment is to extend the expiration date of a real property tax credit when a sprinkler system is installed.

RECEIVED
CLERK, CIRCUIT COURT
2023 SEP 28 P 2:46
KENT COUNTY

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND


Ronald H. Fithian, President

INTRODUCED, read the first time, August 1, 2023, ordered posted and public hearing scheduled on August 22, 2023, 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 August 22, 2023. Reported favorably ~~[with]~~ without amendments; read the second time and ordered to be considered on September 19, 2023, a legislative session day.

**A BILL ENTITLED CHR 4-2023 RESIDENTIAL SPRINKLER
PROPERTY TAX CREDIT EXTENSION**

SECTION 1. NOW THEREFORE BE IT ENACTED BY THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND that Chapter 152 Taxation, Article X is hereby amended to extend the expiration date of qualified properties and provisions as follows:

Article X
Residential Sprinkler Property Tax Credit

§ 152-38 Statutory authorization.

Pursuant to authorization contained in § 9-232 of the Tax-Property Article, Annotated Code of Maryland, Kent County may grant, by law a property tax credit against the County property tax imposed on improvements to real property if there is installed in the improvements a complete automatic fire protection sprinkler system, installed in accordance with accepted codes and standards established by the Maryland State Fire Prevention Commission.

§ 152-39 Definitions.

In this article, the following words have the meanings indicated.

QUALIFIED PROPERTIES - Residential properties that:

- A. Include a complete automatic fire protection sprinkler system; and
- B. Are used as a principal residence of the homeowner; and
- C. Have completed construction between January 1, 2020, and December 31, ~~2023~~ **2027**.

§ 152-40 Tax credit granted; expiration of provisions.

- A. Kent County grants a tax credit against the County real property tax imposed on qualified properties.
- B. The tax credit allowed under this section is the lesser of:
 - (1) The total cost of the sprinkler system; or
 - (2) Five thousand dollars.
- C. Application of credit:
 - (1) The amount of the credit applied in a tax year may not exceed the amount of the County property tax imposed on the property in that tax year.

- (2) Any amount of the credit not taken in the tax year in which the application is granted may be carried over for an additional two years.
- D. An application for a tax credit shall be submitted to the Chief Finance Officer on the form that the Chief Finance Officer designates.
- E. A tax credit granted under this article may not be transferred to any subsequent owner.
- F. This article expires on December 31, ~~2023~~ **2027**.

SECTION 2. BE IT FURTHER ENACTED by the County Commissioners of Kent County that this

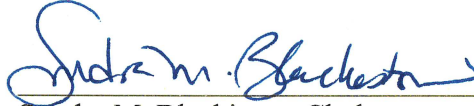
Act shall take effect on the 3rd day of November, 2023.

Read Third Time September 19, 2023

PASSED this 19th day of September, 2023.

Failed of Passage _____

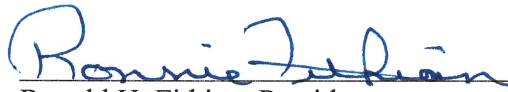
By order of:

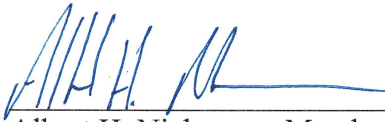

Sondra M. Blackiston, Clerk

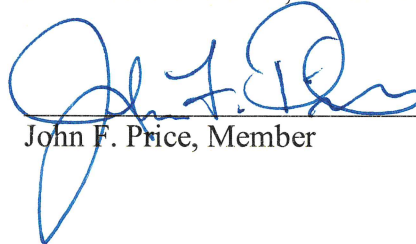
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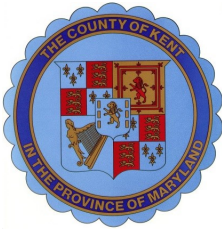
THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND


Ronald H. Fithian, President


Albert H. Nickerson, Member


John F. Price, Member

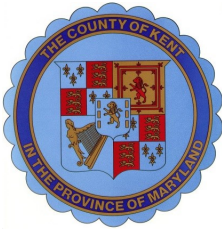
ORDERED a fair summary thereof or the entire bill shall be published in at least one newspaper of general circulation in the County, not less than three times at weekly intervals within a four-week period.



**#1 - Regular Session Minutes, September 26, 2023
10/3/2023
County Commissioners Meeting**

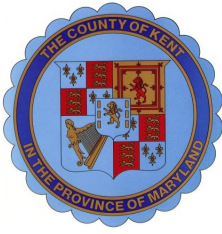
ATTACHMENTS:

Description



**#2 - Liquor Minutes, September 26, 2023
10/3/2023
County Commissioners Meeting**

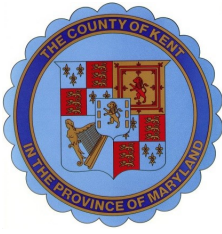
ATTACHMENTS:
Description



**#3 - Public Hearing Minutes, September 26, 2023
10/3/2023
County Commissioners Meeting**

ATTACHMENTS:

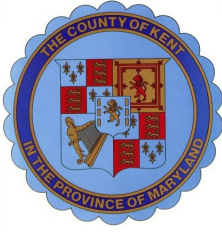
Description



**#4 - Closed Session Minutes, September 26, 2023
10/3/2023
County Commissioners Meeting**

ATTACHMENTS:

Description



#5 - Bill Mackey, Director, Planning, Housing and Zoning
10/3/2023
County Commissioners Meeting

Item Summary:

Maryland Community Development Block Grant MD-22-CD-1

ATTACHMENTS:

Description

10.03.23 Cindy Stone, Director, Maryland Department of Housing & Community Development,
Neighborhood Revitalization, Request to Waive Deadline Requirement for Final Closure, MD CDBG No.
MD-22-CD-1



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

October 3, 2023

Cindy Stone
Director, Community Development Programs
Maryland Department of Housing & Community Development
Neighborhood Revitalization
7800 Harkins Road
Lanham, MD 20706

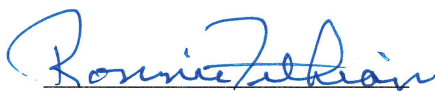
RE: Request to Waive Deadline Requirement for Final Closure Maryland Community Development Block Grant Program Grant No.: MD-22-CD-1

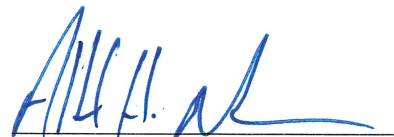
Dear Ms. Stone:

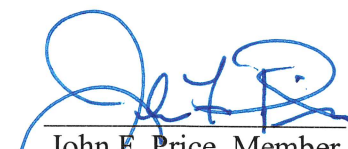
This letter is to request a waiver of the current deadline that requires grantees to expend 100% of grant funds related to the subject grant funded by the Maryland Community Development Block Grant (CDBG) Program. The agreement for Grant No. MD-22-CD-1 was executed on November 3, 2021, and the grant approval date is August 24, 2020. The deadline for 100% of expenditures is identified as August 31, 2023. This request is to extend the deadline for twelve months to August 31, 2024, to provide needed services.

Kent County is working with subrecipient Maryland Rural Development Corporation (MRDC) to support provisions of the Housing Counseling program. Expenditure request documents are being assembled by MRDC, and the County is working with Department of Housing and Community Development (DHCD) to identify the issues regarding submittal of documentation by MRDC. Kent County hopes to begin spending CDBG funds to reimburse subrecipient MRDC for the Housing Counseling function soon.

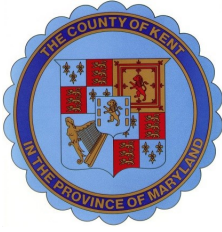
Sincerely,
THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND


Ronald H. Fithian, President


Albert H. Nickerson, Member


John F. Price, Member

Cc: Shelley L. Heller, Kent County Administrator
Bill Mackey, Director, Department of Planning, Housing, and Zoning



**Sgt. Preston Ashley American Legion Auxiliary, Beer Only, October 15,
2023
10/3/2023
County Commissioners Meeting**

ATTACHMENTS:

Description

Sgt. Preston Ashley American Legion Auxiliary, Beer Only, October 15, 2023

#4902



Alcoholic Beverages Law
APPLICATION FOR A SPECIAL CLASS "C" LICENSE

Application is made by the undersigned under the provisions of Article 2B, as amended, title "Alcoholic Beverages", for a Special Class C License.

(Check One): **Beer** ☒ **Beer and Wine** () **Beer, Wine and Liquor** ().

We submit and certify to the following information and statements as required by said Article 2B.

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

Sgt. Preston Ashley American Legion Auxiliary
 Address: 21423 E. Sharp St. Rock Hall, Md. 21661

Type of Function

Bike Fest

Location of Function

Rock Hall Bulkhead

2. This function is operated exclusively for a bona fide religious, fraternal, civic, veteran's hospital, or charitable club, society, association, or organization.

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

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

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

Yes or No

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

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

8. The license for which this application is made is to be for the following day(s) rain date 10/15/23 or 10/22/23
 Begin at: 12:00PM End at: 5:00PM and the applicant tenders herewith the sum of (\$ 5 Per Day) (\$ 5) in payment for the license.

Please Select One:

☒ **Pick Up**

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

9. Applicants

① Chelsie Blackiston 4982 Piney Neck Rd. Rock Hall, Md. 21661
Name Residence
27 years President 443 480-6501
Length of Residence in Kent Co. Committee Title Phone No. Chelsie Blackiston
(Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 21st day of September, 20 23 before the subscriber, a Notary of the State of Maryland, personally appeared Chelsie Blackiston the applicant(s) named in the a foregoing application, and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

Melissa L Mann



(SEAL)

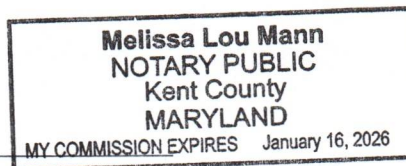
② Cynthia Crouch 5036 Crosby Rd. Rock Hall, Md. 21661
Name Residence
71 years Secretary 410 639-2609
Length of Residence in Kent Co. Committee Title Phone No. Cynthia Crouch
(Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 21st day of September, 20 23 before the subscriber, a Notary of the State of Maryland, personally appeared Cynthia Crouch the applicant(s) named in the a foregoing application, and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

Melissa L Mann



(SEAL)

③ Cheryl Bish 915 N. Meadowview Dr. Chestertown, Md. 21620
Name Residence
8 years Treasurer 443 480-2156
Length of Residence in Kent Co. Committee Title Phone No. Cheryl Bish
(Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 21st day of September, 20 23 before the subscriber, a Notary of the State of Maryland, personally appeared Cheryl Bish the applicant(s) named in the a foregoing application, and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

Melissa L Mann



(SEAL)

STATEMENT OF OWNER OF PREMISES REQUIRED IN CONNECTION WITH
ALCOHOLIC BEVERAGES LAW OF MARYLAND

(I, WE) HEREBY CERTIFY, That (I am, we are) the owner(s) of the property named in the a foregoing application made to the aforesaid licensing authority for said county under the Alcoholic Beverages Law of Maryland and assent to the granting of the license applied for, and hereby authorize the State Comptroller, his duly authorized deputies, inspectors and clerks, the Board of License Commissioners (if any) of said county, its duly authorized agents and employees, and any peace officer of such county, to inspect and search, without warrant, the premises upon which the business is to be conducted, and any and all parts of the building in which said business is to be conducted, at any and all hours.

Ronnie Fithian (Signature)

Ronnie Fithian (Print Name)

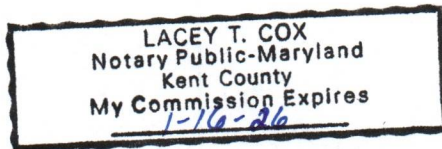
STATE OF MARYLAND, County of Kent:

THIS CERTIFIES, That on the 26th day of September, 2023,
before the subscriber, a Notary of the State of Maryland, personally appeared Ronnie Fithian
and acknowledged the execution of the a foregoing
statement to be true act.

WITNESS my hand and official seal.

Lacey J. Cox

(SEAL)



The County Commissioners of Kent County

#4902

WILLIAM W. PICKRUM
PRESIDENT
CHESTERTOWN, MD

RONALD H. FITHIAN
MEMBER
ROCK HALL, MD

WILLIAM A. SHORT
MEMBER
STILL POND, MD

R. Clayton Mitchell, Jr.
Kent County Government Center
400 High Street
Chestertown, Maryland 21620
TELEPHONE 410-778-4600
FACSIMILE 410-778-7482
E-MAIL kentcounty@kentgov.org
www.kentcounty.com

SHELLEY L. HERMAN
COUNTY ADMINISTRATOR

THOMAS N. YEAGER
COUNTY ATTORNEY

SPECIAL CLASS "C" LICENSE AFFIDAVIT

In applying for this Special Class "C" License it is important that you realize the responsibility that goes with the issuance of the license. All persons or groups using this license as authorized under Section 7-101 of Article 2B of the Annotated Code of Maryland are covered by all the laws regarding the sale and consumption of alcoholic beverages. Special care should be taken to be sure the following edicts are adhered to:

1. All persons must be 21 years of age or older to purchase or to consume an alcoholic beverage.
2. All sales and the consumption of alcohol must stop promptly at 2:00 a.m. (Except on Saturday when it must stop at 1:00 a.m. on Sunday).
3. No intoxicated person may be served any alcoholic beverage.
4. No unnecessary noise or disturbance that could be a nuisance to the community shall occur.
5. The person responsible for the function must see that order and decorum are kept at all times.
6. The application must be completed by at least one Kent County resident.
7. License must be prominently displayed at the location where alcohol is being dispensed.

Failure to comply with the laws of the State of Maryland may make the responsible person subject to a fine.

The issuance of this license is to be for a bona fide religious, fraternal, civic, veterans, hospital, or charitable club, society, association or organization. This license is for the use of your organization only any may not be transferred or reassigned.

The cost of a one day license is: **Beer \$5.00, Beer & Wine \$15.00, and Beer, Wine, & Liquor \$25.00.** Please submit your check made out to **The County Commissioners of Kent County**, along with the completed application.

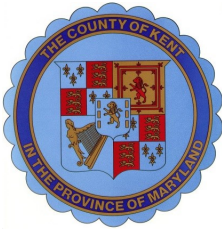
Name of organization, club, etc. Sgt. Preston Ashley American Legion Auxiliary

Address 21423 E. Sharp Street Rock Hall, Md. 21661

Name Chelsie Blackiston Phone # 443-480-6501
(Please Print)

Chelsie Blackiston Date 9/21/2023
(Signature)





**Elizabeth Hill, 4-H Educator and Principal Agent Associate, University
of Maryland Extension**

10/3/2023

County Commissioners Meeting

Item Summary:

National 4-H Week

ATTACHMENTS:

Description

10.03.23 Proclamation, National 4-H Week

Kent County, Maryland



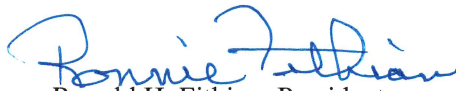
Proclamation

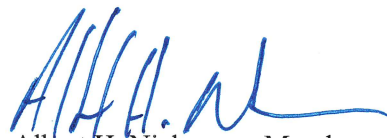
**NATIONAL 4-H WEEK
OCTOBER 1-7, 2023**

- WHEREAS,** 4-H is America's largest youth development organization, empowering nearly six million young people with the skills to lead for a lifetime; and
- WHEREAS,** 4-H has helped over 120 Kent County youth in club and clover programs to become confident, independent, resilient, and compassionate leaders; and
- WHEREAS,** 4-H is delivered by Cooperative Extension, a community of more than 100 public universities across the nation that provides experiences where young people learn by doing hands-on projects in areas including health, science, agriculture, and civic engagement; and
- WHEREAS,** National 4-H Week showcases the incredible experience that 4-H offers young people, and highlights the remarkable 4-H youth and volunteers in Kent County who work each day to make a positive impact on those around them; and
- WHEREAS,** 4-H's network of over 500,000 volunteers and 3,500 professionals provides caring and supportive mentoring to all 4-H'ers, helping them to grow into true leaders, entrepreneurs and visionaries; and

NOW, THEREFORE, WE, THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND, do hereby proclaim October 1 - 7, 2023 as **National 4-H Week** in Kent County. We encourage all of our citizens to recognize 4-H for the significant impact they have made and continue to make by empowering youth with the skills they need to learn to lead for a lifetime.

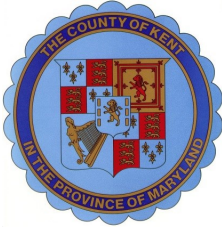
THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND


Ronald H. Fithian, President


Albert H. Nickerson, Member


John F. Price, Member

October 3, 2023



Thomas N. Yeager, County Attorney
10/3/2023
County Commissioners Meeting

Item Summary:

Legislative Session Protocol



Bill Mackey, Director, Planning, Housing and Zoning
10/3/2023
County Commissioners Meeting

Item Summary:

AN ACT to amend Chapter 222, Zoning, of the Public Local Laws of Kent County, Maryland, also known as the Kent County Land Use Ordinance, in order to add a new land use and to permit said new use in certain districts as a special exception: (1) by adding "14.5 Outdoor Retreat" to Article V. District Regulations, Section 3. Rural Character, §3.3 Special Exceptions; (2) by adding "15.5 Outdoor Retreat" to Article V. District Regulations, Section 4. Rural Residential, §4.3 Special Exceptions; (3) by adding "12.5 Outdoor Retreat" to Article V. District Regulations, Section 6. Community Residential, §6.3 Special Exceptions; (4) by adding "25.5 Outdoor Retreat" to Article VII. Special Exceptions, Section 6 Procedures; (6) by adding a specific conditions for said new land use "34.5 Outdoor Retreat" to Article VII. Special Exceptions, Section 7 Special Exceptions; by adding a new definition under "227.5 Outdoor Retreat" to Article XI. Definitions, Section 2. Definitions; and including one non-codified provision.

On July 6, 2023, and August 3, 2023, the Kent County Planning Commission held a public hearing, reviewed the proposed applicant-initiated zoning text amendment, and made recommendations to the County Commissioners. A letter from the Planning Commission is attached.

On September 6, 2023, the Kent County Agriculture Advisory Commission reviewed the proposed zoning text amendment and made recommendations to the County Commissioners. A letter from the Agriculture Advisory Commission is attached.

This item is presented for introduction and to schedule a public hearing before the County Commissioners at a future date.

Staff recommends approval, in order to schedule the public hearing.

ATTACHMENTS:

Description

DRAFT Code Home Rule Bill 5-2023 Outdoor Retreat In RC, RR, and CR

Letter from the Planning Commission

Letter from the Agriculture Advisory Commission

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

October 3, 2023
Legislative Session Day

Legislative Session Day
October 3, 2023

CODE HOME RULE
BILL NO. 5-2023

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

AN ACT to amend Chapter 222, Zoning, of the Code of Public Local Laws of Kent County, Maryland, also known as the Kent County Land Use Ordinance, in order to add a new land use and to permit said new use in certain districts as a special exception: (1) by adding “14.5 Outdoor Retreat” to Article V. District Regulations, Section 3. Rural Character, §3.3 Special Exceptions; (2) by adding “15.5 Outdoor Retreat” to Article V. District Regulations, Section 4. Rural Residential, §4.3 Special Exceptions; (3) by adding “12.5 Outdoor Retreat” to Article V. District Regulations, Section 6. Community Residential, §6.3 Special Exceptions; (4) by adding “25.5 Outdoor Retreat” to Article VII. Special Exceptions, Section 6 Procedures; (5) by adding specific conditions for said new land use “34.5 Outdoor Retreat” to Article VII. Special Exceptions, Section 7 Special Exceptions; (6) by adding a new definition under “227.5 Outdoor Retreat” to Article XI. Definitions, Section 2. Definitions; and including one non-codified provision.

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

Ronald H. Fithian, President

INTRODUCED, read the first time, October 3, 2023, ordered posted and public hearing scheduled on November 14, 2023, at 10:00 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 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 November 14, 2023. Reported favorably [with] [without] amendments; read the second time and ordered to be considered on December 19, 2023, a legislative session day.

BILL NO. 5-2023

1

CAPITALS & BOLD INDICATES MATTER ADDED TO EXISTING LAW.

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

DRAFT

**A BILL ENTITLED CHR 5-2023 OUTDOOR RETREATS IN
RURAL CHARACTER, RURAL RESIDENTIAL, AND COMMUNITY RESIDENTIAL**

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 3. RURAL CHARACTER

...

3.3 Special Exceptions

...

13. Golf course, public or private

14. More than four horses and mules on land less than 20 acres in size

14.5 OUTDOOR RETREAT

15. Personal wireless facility tower

...

SECTION 2.

**ARTICLE V.
DISTRICT REGULATIONS**

SECTION 4. RURAL RESIDENTIAL

...

4.3 Special Exceptions

...

13. Golf course, public or private

14. Houses of worship

15. More than four horses and mules on land less than 20 acres in size

15.5 OUTDOOR RETREAT

16. *Private clubs*

...

BILL NO. 5-2023

3

CAPITALS & BOLD INDICATES MATTER ADDED TO EXISTING LAW.

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

SECTION 3.

ARTICLE V. DISTRICT REGULATIONS

SECTION 6. COMMUNITY RESIDENTIAL

...

6.3 Special Exceptions

...

11. Golf course, public or private

12. Houses of worship

12.5 OUTDOOR RETREAT

13. *Private clubs*

...

SECTION 4.

ARTICLE VII. SPECIAL EXCEPTIONS

SECTION 6. PROCEDURES

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

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

1. Accessory storage structures

...

The Planning Commission shall review and send a recommendation to the Board of Appeals on the following special exceptions:

1. Aquaculture

...

24. Outdoor entertainment

25. Outdoor recreation, miniature golf, but not golf courses

25.5 OUTDOOR RETREAT

26. Personal wireless facility tower

BILL NO. 5-2023

CAPITALS & BOLD INDICATES MATTER ADDED TO EXISTING LAW.

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

...

SECTION 5.

ARTICLE VII. SPECIAL EXCEPTIONS

SECTION 7. SPECIAL EXCEPTIONS

...

33. Outdoor entertainment in IV and IVCA

34. Outdoor recreation, miniature golf, but not golf courses, in V, IV, and IVCA.

34.5 OUTDOOR RETREAT IN RC, RR, AND CR PROVIDED:

- A. THE PROJECT SHALL BE LOCATED ON A PARCEL OF AT LEAST TEN ACRES.**
- B. THE NUMBER OF GUEST UNITS PROVIDED ON THE SITE IS LIMITED TO FIFTEEN EXCLUDING RESIDENT MANAGEMENT QUARTERS. THERE SHALL BE A MAXIMUM OF TWENTY STRUCTURES, INCLUDING THE GUEST UNITS, ON ANY PERMITTED SITE.**
- C. DINING SERVICES MAY BE PROVIDED ONLY TO GUESTS.**
- D. THE SITE HAS ACCESS TO A PUBLIC ROAD. THIS ACCESS MUST BE CAPABLE OF SUPPORTING THE PASSAGE OF EMERGENCY VEHICLES. THE BOARD MAY REQUIRE IMPROVEMENTS TO EXISTING ACCESS ROADS.**
- E. THERE SHALL BE SUFFICIENT ACREAGE FOR THE PROPOSED USE AND ACTIVITIES.**
- F. ADEQUATE LANDSCAPING SHALL BE PROVIDED TO SCREEN ALL PARKING AREAS FROM ADJOINING RESIDENTIAL PROPERTIES. LANDSCAPING OR SCREENING PROPOSED SHALL BE SHOWN ON A SITE PLAN AS REQUIRED BY THIS ORDINANCE.**
- G. THE USE AND OCCUPANCY OF THE GUEST UNITS IS INHERENTLY TRANSIENT AND GUEST OCCUPANCY SHALL BE LIMITED TO TWO WEEKS. THERE SHALL BE A MAXIMUM OCCUPANCY OF TWO ADULT GUESTS, AND TWO ADDITIONAL CHILDREN GUESTS, IN EACH GUEST UNIT.**
- H. ALL NEW ACCESSORY USES AND OUTDOOR RETREAT STRUCTURES SHALL BE SETBACK A MINIMUM OF 100 FEET FROM ANY ADJACENT PROPERTY LINE.**
- I. THE PLANNING COMMISSION AND BOARD OF APPEALS SHALL PLACE CONDITIONS OR RESTRICTIONS ON EVENTS AS MAY BE APPROPRIATE TO ASSURE THE COMPATIBILITY OF THE USE WITHIN A DISTRICT OR LOCATION.**
- J. ALL STRUCTURES SHALL MEET ALL APPLICABLE KENT COUNTY CODES, INCLUDING THE BUILDING CODE, AND HEALTH DEPARTMENT REGULATIONS.**

35. Personal wireless facility tower in AZD, RCD, RC, CC, C, CCA, EC, and I provided:
...

SECTION 6.

ARTICLE XI.
DEFINITIONS

SECTION 2. DEFINITIONS

...

227. Open Space – Those areas suitable ...

227.5 **OUTDOOR RETREAT** – A LOT, TRACT, OR PARCEL OF LAND CONTAINING UP TO FIFTEEN GUEST UNITS, DESIGNED FOR AND UTILIZED FOR PERIODIC, TRANSIENT OCCUPANCY AND NOT AS A PERMANENT RESIDENCE, AND WHICH MAY CONTAIN OUTDOOR RECREATIONAL ACCOMMODATIONS, DINING FACILITIES FOR GUESTS, AND BATHROOM ACCOMMODATIONS FOR GUESTS.

228. Overbank Flood Protection Volume – The volume controlled by ...

...

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

SECTION 7. **BE IT FURTHER ENACTED** by the County Commissioners of Kent County that this Act shall take effect on the _____ day of _____, 2023.

Read Third Time _____

PASSED this _____ day of _____, 2023.

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.



Planning Commission
Department of Planning, Housing, and Zoning

August 3, 2023

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

RE: Zoning Text Amendment regarding new use: Outdoor Retreat

Dear President Fithian:

At its meeting on August 3, 2023, the Planning Commission reviewed an application by Sandra Donnely for a zoning text amendment to amend the Kent County Land Use Ordinance to add a new special exception for an Outdoor Retreat in the Agricultural Zoning District, Rural Character, Rural Residential, Community Residential, and Village districts.

Following discussion, the Planning Commission voted 4-1 to provide a favorable recommendation to the County Commissioners on the proposed zoning text amendment with the following recommended amendments:

- The proposed use not be allowed in the Village district.
- Standard "a" be changed to "the project shall consist of a parcel of at least ten acres."
- Standard "h" be changed to "all new accessory uses and outdoor retreat structures shall be setback a minimum of 100 feet from any adjacent property line."
- Standard "i" be changed to "the Planning Commission and Board of Appeals shall place conditions or restrictions on events as may be appropriate to assure the compatibility of the use within a district or location."

Sincerely,

Kent County Planning Commission

Joe Hickman, Chairman

c: Shelley L. Heller, County Administrator



Agriculture Advisory Commission

Department of Planning, Housing, and Zoning

September 6, 2023

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

RE: Text Amendment regarding new use: Outdoor Retreat

Dear President Fithian:

At its meeting on September 6, 2023, the Agriculture Advisory Commission reviewed an application for a zoning text amendment to amend the Kent County Land Use Ordinance to add a new special exception for an Outdoor Retreat in the Agricultural Zoning District, Rural Character, Rural Residential, Community Residential, and Village districts.

Following discussion, Agriculture Advisory Commission recommended removal of the AZD from the proposed ZTA.

If you have any questions, kindly contact a team member within the Department of Planning, Housing, and Zoning.

Sincerely,

Jennifer Debnam, Chair

c: Shelley L. Heller, County Administrator



**Sherise Kennard, Clerk, and Kailee McCoy Dierker, Chief Deputy
Clerk, Circuit Court Kent County
10/3/2023
County Commissioners Meeting**

Item Summary:

Request For Security Enhancements

ATTACHMENTS:

Description

2024 Security Items Request

ADDENDA A, Courthouse Security System (Items) Request

Attachment 1 - Atlantic Security Cost Estimate #1 - Front Door

Attachment 2 -Atlantic Security Estimate - Access Points - Clerk's Office

Attachment 3 - Atlantic Security Cost Estimate #2 - Cameras

Attachment 4 - Atlantic Security Estimate - Cameras - Clerks Office

Attachment 5 - Atlantic Security Cost Estimate #3 - Panic Button

Attachment 6 - Diagram New Outside Cameras

Attachment 7 - Kontek Quote

MOU Modification Extension E21-0012-25k

Courthouse Security Items Request 2024

MOU Partner: County Commissioners of Kent County
Court: Circuit Court for Kent County
Court Address: 103 N. Cross St.
Chestertown, MD 21620

Please complete the following:

- Choose Tier
- Complete the Subtotal in the Sub-Category
- Complete the Total

Tier I		Subtotal	Funded (AOC ONLY)
	X-ray Machine		
	Magnetometer		
	Access Control System	\$24,830	
	Duress Alarms	\$245	
	Camera System	\$10,690	
	Audio Visual Intercom		
Tier II			
	Building Alarms		
	Bullet Resistant Barriers	\$35,772.49	
	Fenced/Restricted Judges Parking		
	Security Blast Film		
Tier III			
	Emergency Intercom		
		Total: \$71,537.49	Total Funded:

Numbers and any quotes provided are estimates, based upon initial market research. Actual expenditures may differ, based upon the results of a formal procurement process.

- Provide a description of each item requested and reason for request

Tier I	
X-ray Machine	
Magnetometer	
Access Control System	See Addenda A
Duress Alarms	See Addenda A
Camera System	See Addenda A
Audio Visual Intercom	
Tier II	
Building Alarms	
Bullet Resistant Barriers	See Addenda A
Fenced/Restricted Judges Parking	
Security Blast Film	
Tier III	
Emergency Intercom	

- Form must be signed and dated:

Submitted by Authorized Signature:
Date:
Print Name and Title: Harris P. Murphy, Administrative Judge
*MOU Partner: County Commissioners of Kent County
*Address: 400 High Street
*Address: Chestertown, MD 21620
Telephone #: 410-778-7440
Email Address: harris.murphy@mdcourts.gov
Federal Tax identification #: 52-60000974

**Name and Address of MOU Partner should be the same as the Name and Address used on the Request for Reimbursement for county/city*

ADDENDA A

TIER I

Access Control System – Items requested to improve security while entering the building and to secure offices.

- A. Two expandable control processing units. (Attachment 1)
- B. Three access control processing units. (Attachment 2)
- C. Two magnetic door lock power supply. (Attachment 1)
- D. Eight proximity readers. (Attachment 1&2)
- E. One double door to be fitted with two magnetic locks. (Attachment 1)
- F. One daytime bypass key switch to disable magnetic locks during public hours. (Attachment 1)
- G. One existing powered door opener to be fitted with automatic bypass relay to disable opener function when locks are engaged. (Attachment 1)

Duress Alarms – to replace existing alarm on Judge’s Bench.

- A. One new supervised wireless panic button to replace existing unit at Circuit Court Judge’s Bench. (Attachment 5)

Camera System – To provide views of customer access areas.

Outside camera diagram

(Attachment 6)

- A. Ten new cameras to be added to existing CCTV system.
 - a. Two at front parking lot entrance and lot. (Attachment 3)
 - b. One facing rear parking lot. (Attachment 3)
 - c. One at main courthouse entry door. (Attachment 3)
 - d. Two on South corner of courthouse. (Attachment 3)
 - e. One directed towards Clerk’s Office safe. (Attachment 4)
 - f. One in the judicial customer room. (Attachment 4)
 - g. One in the ceremony room. (Attachment 4)
 - h. One in the Land Records vault. (Attachment 4)
- B. Three pairs of wireless camera link for parking lot cameras. (Attachment 3)
- C. One 24” LED monitor at front entrance metal detector table. (Attachment 3)
- D. One USB extension for mouse control at new monitor. (Attachment 3)

TIER II

Bullet Resistant Barriers – To protect areas with Domestic Violence victims and Land Records customer/clerk interaction counter with safe located below.

- A. UL 752 Level 2 storefront reception window (Attachment 7)
- B. 15mil, clear blast film (Attachment 7)

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: Marina Fevola
JOB NAME: Courthouse Access Control Additions
JOB SITE: 103 N. Cross St., Chestertown

TEL: 410-778-7440 **Email:** marina.fevola@mdcourts.gov **Salesman:** Dan Wagner **DATE:** 8/31/2023

Proposal for Additions to an Existing Access Control System:

- A. Two [2] expandable control processing units.
- B. Two [2] magnetic door lock power supply.
- C. Two [2] proximity reader.
- D. One [1] double door to be fitted with two [2] magnetic locks.
- E. 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.
- F. One [1] existing powered door opener to be fitted with automatic bypass relay to disable opener function when locks are engaged.
- G. 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.
- H. There are no provisions within this Proposal for any necessary additional work that may be caused by change orders, unscheduled site visits, damages to wiring etc., and/or failure of scheduled progress notification. Additionally, delays or complications arising from weather, strikes, floods, riots, or acts of God, changes to the scope of the work proposed, method of installation or unforeseen complications, whether caused by existing or new construction or unforeseen site conditions are not covered in the scope of this proposal. Any such work shall be appropriately charged (*time & material*) under prevailing rates following the issuance of a change order to be authorized by both parties in advance of any such work being performed.
- I. Atlantic Security, Inc. does not represent or warrant that Owner's System cannot be circumvented or compromised or that it will in all cases provide protection from the hazards that it is designed to detect or avert. It is understood that Atlantic Security, Inc. is not an insurer, that insurance, if any, shall be obtained by Owner and that the amounts payable to Atlantic Security, Inc. hereunder are based upon the value of the services and the scope of liability as herein set forth and are unrelated to the value of Owner's property or the property of others located in Owner's premises. Owner does not intend or expect that this proposal will provide for full liability of Atlantic Security, Inc. and agrees that Atlantic Security, Inc. shall be exempt from any liability for loss or damage due directly or indirectly to occurrences, or consequences therefrom, which Owner's System is designed to detect or avert, 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.

- L. 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:

\$7,845.00 [Seven Thousand Eight Hundred Forty-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.

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

PRINTED NAME

Atlantic Security Representative/Date

Dan Wagner

PRINTED NAME

ATLANTIC

SECURITY INC.

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

CHANGE ORDER REQUEST SUMMARY

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

CHANGE REQUEST OVERVIEW	
DESCRIPTION OF CHANGES NEEDED	
REASON FOR CHANGE	
NOTES	

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

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

ATLANTIC

SECURITY INC.

944 Washington Ave. • P.O. Box 214 • Chestertown, MD 21620

410-778-6112 • 800-252-7622

www.atlanticsecurityinc.com • info@atlanticsecurityinc.com

SUBMITTED TO: Kent County Courthouse
103 N. Cross Street
Chestertown, MD 21620

ATTN: Sherise Kennard
JOB NAME: Court Hs. Access Control Additions
JOB SITE: 103 N. Cross St., Chestertown

TEL: 410-778-7440 **Email:** sherise.kennard@mdcourts.gov **Salesman:** Dan Wagner **DATE:** 9/14/2023

Proposal for Additions to an Existing Access Control System:

- A. Three [3] access control processing units.
- B. Six [6] proximity readers.
- C. 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.
- D. 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.
- E. 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.

- F. 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:

\$16,985.00 [Sixteen 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.

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

PRINTED NAME

Atlantic Security Representative/Date

Dan Wagner

PRINTED NAME

ATLANTIC

SECURITY INC.

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

CHANGE ORDER REQUEST SUMMARY

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

CHANGE REQUEST OVERVIEW	
DESCRIPTION OF CHANGES NEEDED	
REASON FOR CHANGE	
NOTES	

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

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

ATLANTIC

SECURITY INC.

944 Washington Ave. • P.O. Box 214 • Chestertown, MD 21620

410-778-6112 • 800-252-7622

www.atlanticsecurityinc.com • info@atlanticsecurityinc.com

SUBMITTED TO: Kent County Courthouse
103 N. Cross Street
Chestertown, MD 21620

ATTN: Marina Fevola
JOB NAME: Courthouse CCTV Additions
JOB SITE: 103 N. Cross St., Chestertown

TEL: 410-778-7440 **Email:** marina.fevola@mdcourts.gov **Salesman:** Dan Wagner **DATE:** 8/31/2023

Proposal for Additions to an Existing Camera System:

- A. Six [6] new cameras to be added to existing CCTV system:
 - 1. Two [2] at front parking lot entrance and lot
 - 2. One [1] facing rear parking lot
 - 3. One [1] at main courthouse entry door
 - 4. Two [2] on South corner of courthouse
- B. Three [3] pairs of wireless camera link for parking lot cameras.
- C. One [1] 24" LED monitor at front entrance metal detector table.
- D. One [1] USB extension for mouse control at new monitor.
- E. Customer to provide 110 volt outlet (*not GFI*) to be located on customer provided poles for mounting at each camera location.
- F. The system or equipment installed under this Proposal is guaranteed to be free from defects in material and workmanship for a period of one [1] year from the date of completion. Atlantic Security, Inc. shall not be obligated to warranty, repair or replace equipment which has been furnished or repaired by others, abused, altered or otherwise misused or damaged in any way.
- G. There are no provisions within this Proposal for any necessary additional work that may be caused by change orders, unscheduled site visits, damages to wiring etc., and/or failure of scheduled progress notification. Additionally, delays or complications arising from weather, strikes, floods, riots, or acts of God, changes to the scope of the work proposed, method of installation or unforeseen complications, whether caused by existing or new construction or unforeseen site conditions are not covered in the scope of this proposal. Any such work shall be appropriately charged (*time & material*) under prevailing rates following the issuance of a change order to be authorized by both parties in advance of any such work being performed.
- H. Atlantic Security, Inc. does not represent or warrant that Owner's System cannot be circumvented or compromised or that it will in all cases provide protection from the hazards that it is designed to detect or avert. It is understood that Atlantic Security, Inc. is not an insurer, that insurance, if any, shall be obtained by Owner and that the amounts payable to Atlantic Security, Inc. hereunder are based upon the value of the services and the scope of liability as herein set forth and are unrelated to the value of Owner's property or the property of others located in Owner's premises. Owner does not intend or expect that this proposal will provide for full liability of Atlantic Security, Inc. and agrees that Atlantic Security, Inc. shall be exempt from any liability for loss or damage due directly or indirectly to occurrences, or consequences therefrom, which Owner's System is designed to detect or avert. However, Owner agrees that if Atlantic Security, Inc. should be found liable for loss or damage due to a failure of Owner's System in any respect, Atlantic Security, Inc. liability shall be limited to a sum equal to fifty percent [50%] of the Annual Charge or Two Hundred Fifty

Dollars [\$250.00] whichever is greater. The provisions of this Section shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to person or property from performance or nonperformance of obligations imposed by this proposal or from negligence, active or otherwise, of Atlantic Security, Inc., its agents or employees. Owner will indemnify and hold Atlantic Security, Inc. harmless from and against any and all liability (*including attorney's fees*) and claims brought by parties other than the parties hereto, regardless of cause.

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

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

\$6,995.00 [Six Thousand Nine Hundred Ninety-five and 00/100 Dollars
(Total payment based on selection of available options.)

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

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

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

Signature/Date

PRINTED NAME

Atlantic Security Representative/Date

Dan Wagner

PRINTED NAME

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www.atlanticsecurityinc.com • info@atlanticsecurityinc.com

SUBMITTED TO: Kent County Courthouse
103 N. Cross Street
Chestertown, MD 21620

ATTN: Sherise Kennard
JOB NAME: Court House CCTV Additions
JOB SITE: 103 N. Cross St., Chestertown

TEL: 410-778-7440 **Email:** sherise.kennard@mdcourts.gov **Salesman:** Dan Wagner **DATE:** 9/14/2023

Proposal for Additions to an Existing Camera System:

- A. Four [4] new cameras to be added to existing CCTV system:
- B. Customer to provide 110 volt outlet (*not GFI*) to be located on customer provided poles for mounting at each camera location.
- C. The system or equipment installed under this Proposal is guaranteed to be free from defects in material and workmanship for a period of one [1] year from the date of completion. Atlantic Security, Inc. shall not be obligated to warranty, repair or replace equipment which has been furnished or repaired by others, abused, altered or otherwise misused or damaged in any way.
- D. 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.
- E. Atlantic Security, Inc. does not represent or warrant that Owner's System cannot be circumvented or compromised or that it will in all cases provide protection from the hazards that it is designed to detect or avert. It is understood that Atlantic Security, Inc. is not an insurer, that insurance, if any, shall be obtained by Owner and that the amounts payable to Atlantic Security, Inc. hereunder are based upon the value of the services and the scope of liability as herein set forth and are unrelated to the value of Owner's property or the property of others located in Owner's premises. Owner does not intend or expect that this proposal will provide for full liability of Atlantic Security, Inc. and agrees that Atlantic Security, Inc. shall be exempt from any liability for loss or damage due directly or indirectly to occurrences, or consequences therefrom, which Owner's System is designed to detect or avert. However, Owner agrees that if Atlantic Security, Inc. should be found liable for loss or damage due to a failure of Owner's System in any respect, Atlantic Security, Inc. liability shall be limited to a sum equal to fifty percent [50%] of the Annual Charge or Two Hundred Fifty Dollars [\$250.00] whichever is greater. The provisions of this Section shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to person or property from performance or nonperformance of obligations imposed by this proposal or from negligence, active or otherwise, of Atlantic Security, Inc., its agents or employees. Owner will indemnify and hold Atlantic Security, Inc. harmless from and against any and all liability (*including attorney's fees*) and claims brought by parties other than the parties hereto, regardless of cause.

F. 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:

\$3,695.00 [Three Thousand Six Hundred Ninety-five and 00/100 Dollars
(Total payment based on selection of available options.)

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

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

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Signature/Date

PRINTED NAME

Atlantic Security Representative/Date

Dan Wagner

PRINTED NAME

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www.atlanticsecurityinc.com • info@atlanticsecurityinc.com

SUBMITTED TO: Kent County Courthouse
103 N. Cross Street
Chestertown, MD 21620

ATTN: Marina Fevola
JOB NAME: Courthouse Security Additions
JOB SITE: 103 N. Cross St., Chestertown

TEL: 410-778-7440 **Email:** marina.fevola@mdcourts.gov **Salesman:** Dan Wagner **DATE:** 8/31/2023

Proposal for Additions to an Existing Security System:

- A. One [1] new supervised wireless panic button to replace existing unit at Circuit Court Judge's Bench.
- B. Upon activation of the system, a specific and unique signal shall be sent to a U.L. Listed Central Station, which shall notify the applicable governmental authority (*Fire Department, Police Department, etc.*) and, in turn, will notify a designated responsible person. (*Back-up persons may also be listed.*)
- C. The system or equipment installed under this Proposal is guaranteed to be free from defects in material and workmanship for a period of one [1] year from the date of completion. Atlantic Security, Inc. shall not be obligated to warranty, repair or replace equipment which has been furnished or repaired by others, abused, altered or otherwise misused or damaged in any way.
- D. 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.
- E. Atlantic Security, Inc. does not represent or warrant that Owner's System cannot be circumvented or compromised or that it will in all cases provide protection from the hazards that it is designed to detect or avert. It is understood that Atlantic Security, Inc. is not an insurer, that insurance, if any, shall be obtained by Owner and that the amounts payable to Atlantic Security, Inc. hereunder are based upon the value of the services and the scope of liability as herein set forth and are unrelated to the value of Owner's property or the property of others located in Owner's premises. Owner does not intend or expect that this proposal will provide for full liability of Atlantic Security, Inc. and agrees that Atlantic Security, Inc. shall be exempt from any liability for loss or damage due directly or indirectly to occurrences, or consequences therefrom, which Owner's System is designed to detect or avert. However, Owner agrees that if Atlantic Security, Inc. should be found liable for loss or damage due to a failure of Owner's System in any respect, Atlantic Security, Inc. liability shall be limited to a sum equal to fifty percent [50%] of the Annual Charge or Two Hundred Fifty Dollars [\$250.00] whichever is greater. The provisions of this Section shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to person or property from performance or nonperformance of obligations imposed by this proposal or from negligence, active or otherwise, of Atlantic Security, Inc., its agents or employees. Owner will indemnify and hold Atlantic Security, Inc. harmless from and against any and all liability (*including attorney's fees*) and claims brought by parties other than the parties hereto, regardless of cause.

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

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

\$245.00 [Two Hundred Forty-five and No/100 Dollars]
(Total payment based on selection of available options.)

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

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

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

Signature/Date

PRINTED NAME

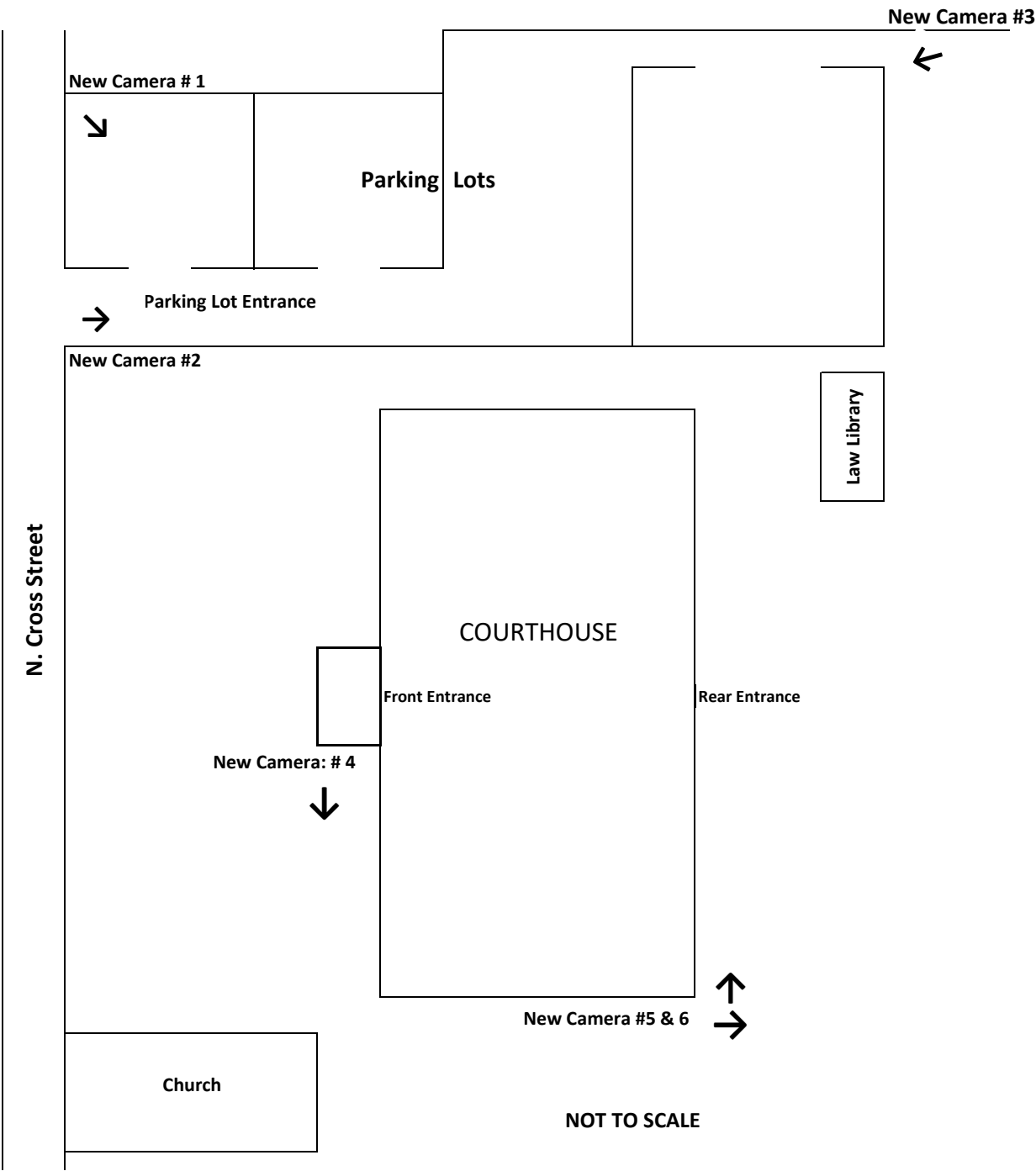
Atlantic Security Representative/Date

Dan Wagner

PRINTED NAME

ATTACHMENT 6

COURTHOUSE SECURITY CAMERAS





KONTEK

THE FOREFRONT OF FORCE PROTECTION

DETER.

DETECT.

DENY.

DELAY.

DEFEND.



A KONTEK PROPOSAL

CHASE TOBIN

CTOBIN@KONTEKINDUSTRIES.COM

WWW.KONTEKINDUSTRIES.COM

Target Hardening

Kontek creates, designs, manufactures and implements wholistic target hardening solutions to protect structures from physical attacks. Our solutions will help prevent, deter and protect against ballistic, blast or vehicle impact threats to your facility. Kontek will review your security objectives and design a custom plan to harden your facility. Target hardening is designed to keep law enforcement and government facilities, schools, places of worship and public venues safe from attack.

Features:

- Ballistic glass upgrades & modular retrofit kits, all NIJ and UL752 levels
- Ballistic up-armor to existing walls, desks, counters, both covert & overt options
- Ballistic, blast & fire rated doors
- Crash rated gates & bollards
- Anti-cut, anti-climb fencing
- Custom designs and construction options



Benefits:

- Custom solutions that provide covert and overt protection to project a culture of safety and target resilience
- Protect personnel and assets from physical attacks
- Kontek's modular retrofit kits allow you to use your existing infrastructure and maintain many of the benefits from existing commercial materials
- Modular design reduces overall project cost and reduces construction & installation time

Ballistic Glass – Custom Solutions

Kontek is a leader in ballistic glass & windows with protection for UL 752 and NIJ standards up to and including .50 caliber armor piercing projectiles.

Features:

- New installations (interior & exterior windows)
- Replacement solutions
- Complete window replacement
- Retrofit weapons port and window replacement
- Weapons port integrated in glass (shoot through glass)
- Variety of tinting options to include reflective mirror tint
- Decorative window furnishings available (decals, engraving, etc.)



Benefits:

- Provides lifesaving countermeasures for projectiles up to .50 cal AP
- New and existing window installations are furnished quickly and affordably by trained professionals
- Improve the safety and survivability of people within the buildings and structures that you look to protect
- Advanced level installations into existing windows and ports make use of existing infrastructure to save you time and money



KONTEK PROPOSAL

230919-1

QUOTE TO:	SHIP TO:
Kailee Dierker Chief Deputy Clerk Kent County Circuit Court 103 N. Cross St Chestertown, MD 21260 410-778-7985 kailee.dierker@mdcourts.gov	Kailee Dierker Chief Deputy Clerk Kent County Circuit Court 103 N. Cross St Chestertown, MD 21260 410-778-7985 kailee.dierker@mdcourts.gov
DATE:	9/22/2023
PRODUCT:	15mil, Clear, Security Film KENT COUNTY CIRCUIT COURT

PRODUCT	QTY	PRICE EACH	SALE TOTAL
15mil, Clear, Blast Film with Gullwing Attachment System DV ROOM	1	\$2,937.50	\$2,937.50
SERVICES			
INSTALLATION			INCLUDED
SUBTOTAL			
			\$2,937.50
GRAND TOTAL			
			\$2,937.50
COMMENTS			
Shipping: N/A Lead Time: 10 weeks from receipt of approved purchase order Payment Terms: NET 30 Proposal Validity: 21 days from receipt of proposal Kontek will notify the customer one week prior to shipment. Shipping/freight costs are estimates. True shipping cost will be invoiced upon product delivery.		Kontek's standard Terms and Conditions for Material Purchases are incorporated as part of the Proposal and Proposal is based on those Terms and Conditions being utilized in any resulting Purchase Order. If these are not acceptable, please notify Dominic Longo (dlongo@kontekindustries.com) as soon as possible with your proposed Terms and Conditions. No Purchase Order will be accepted by Kontek until there are Terms and Conditions that are acceptable to Kontek in place. If a Purchase Order is issued to Kontek based on this Proposal, please send it to Dominic Longo (dlongo@kontekindustries.com).	

Please note that proposal 230919-1 does not include engineering. If you would like an engineering package, please inform Kontek to update the proposal on options, cost and lead time.

QUOTE #230919-1 IS BASED ON ANY RESULTING PURCHASE ORDER CONTAINING THE FOLLOWING PROVISIONS:

- No firm delivery date should be provided. If one is provided it does not control over the delivery schedule provided for below:
 - The delivery schedule for this Purchase Order is based on Kontek's acceptance of the Purchase Order and receipt of approved drawings from KENT COUNTY CIRCUIT COURT. Fabrication does not commence until Rev 0 drawings are issued (which means KENT COUNTY CIRCUIT COURT has approved a final set of drawings for the work). The first assembly will be ready to ship 10 weeks from the start of fabrication.
- The engineering scope of work includes one review cycle. A draft set of drawings will be provided for review to clarify the exact configuration desired. Comments provided on a document comment resolution form (DCRF) that is approved by the project manager and site responsible engineer will then be incorporated into the final set of drawings, which will need to be approved by KENT COUNTY CIRCUIT COURT before fabrication and manufacturing will begin.
- All engineering deliverables and the use of Kontek's engineering package are contingent on Kontek performing the work provided for in such deliverables. If Kontek does not perform the work then KENT COUNTY CIRCUIT COURT cannot make use of the Kontek provided engineering.
- Payment terms are NET 30 days from invoice date.
- Prices are based on payment milestones as provided for below:
 - Twenty percent (20%) payment to Kontek upon acceptance of the Purchase Order.
 - Twenty percent (20%) payment to Kontek upon receipt of materials to be used for fabrication.
 - Remaining balance invoiced upon shipment of product.
- If shipment of any item or other performance by Kontek is delayed at the request of or due to the fault of KENT COUNTY CIRCUIT COURT, Kontek may at its option hold the item at the place of manufacture at the risk and expense of KENT COUNTY CIRCUIT COURT from the time it is ready for shipment. In the event of any such delay in shipment, full and final payment of an item shall be due and payable thirty (30) days after KENT COUNTY CIRCUIT COURT is notified that the item is ready for shipment. If Kontek is unwilling to accommodate KENT COUNTY CIRCUIT COURT by holding such item, KENT COUNTY CIRCUIT COURT shall accept shipment immediately.
- Construction or installation services provided within this proposal does not include Kontek holding a general contractor's license for the state in which the work is to be performed. If a general contractor's license is required, notify Kontek to allow for proper accommodations to be made.



KONTEK PROPOSAL

230919-1

QUOTE TO:	SHIP TO:
Kailee Dierker Chief Deputy Clerk Kent County Circuit Court 103 N. Cross St Chestertown, MD 21260 410-778-7985 kailee.dierker@mdcourts.gov	Kailee Dierker Chief Deputy Clerk Kent County Circuit Court 103 N. Cross St Chestertown, MD 21260 410-778-7985 kailee.dierker@mdcourts.gov
DATE:	9/22/2023
PRODUCT:	UL 2 RECEPTION STOREFRONT LAND RECORDS ROOM

PRODUCT	QTY	PRICE EACH	SALE TOTAL
UL 752 LEVEL 2 STOREFRONT RECEPTION WINDOW DEAL TRAY AND SPEAKER PORT INCLUDED UL2 WALL ARMOR INCLUDED	1	\$8,334.90	\$8,334.90
SERVICES			
MOBILIZATION	1	\$5,500.00	\$5,500.00
DEMO/INSTALLATION	3	\$5,500.00	\$16,500.00
SERVICES TOTAL			\$22,000.00
FREIGHT *ESTIMATE			
FREIGHT TOTAL * estimate			\$2,000.00
MD SALES TAX (if applicable)			
6%			\$500.09
GRAND TOTAL			\$32,834.99
COMMENTS			
Shipping: Freight prepaid and added to invoice Lead Time: 16 weeks from receipt of approved purchase order Payment Terms: NET 30 Proposal Validity: 21 days from receipt of proposal Kontek will notify the customer one week prior to shipment. Shipping/freight costs are estimates. True shipping cost will be invoiced upon product delivery.	Kontek's standard Terms and Conditions for Material Purchases are incorporated as part of the Proposal and Proposal is based on those Terms and Conditions being utilized in any resulting Purchase Order. If these are not acceptable, please notify Dominic Longo (dlongo@kontekindustries.com) as soon as possible with your proposed Terms and Conditions. No Purchase Order will be accepted by Kontek until there are Terms and Conditions that are acceptable to Kontek in place. If a Purchase Order is issued to Kontek based on this Proposal, please send it to Dominic Longo (dlongo@kontekindustries.com).		

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 - The delivery schedule for this Purchase Order is based on Kontek's acceptance of the Purchase Order and receipt of approved drawings from KENT COUNTY CIRCUIT COURT. Fabrication does not commence until Rev 0 drawings are issued (which means KENT COUNTY CIRCUIT COURT has approved a final set of drawings for the work). The first assembly will be ready to ship 10 weeks from the start of fabrication.
- The engineering scope of work includes one review cycle. A draft set of drawings will be provided for review to clarify the exact configuration desired. Comments provided on a document comment resolution form (DCRF) that is approved by the project manager and site responsible engineer will then be incorporated into the final set of drawings, which will need to be approved by KENT COUNTY CIRCUIT COURT before fabrication and manufacturing will begin.
- All engineering deliverables and the use of Kontek's engineering package are contingent on Kontek performing the work provided for in such deliverables. If Kontek does not perform the work then KENT COUNTY CIRCUIT COURT cannot make use of the Kontek provided engineering.
- Payment terms are NET 30 days from invoice date.
- Prices are based on payment milestones as provided for below:
 - Twenty percent (20%) payment to Kontek upon acceptance of the Purchase Order.
 - Twenty percent (20%) payment to Kontek upon receipt of materials to be used for fabrication.
 - Remaining balance invoiced upon shipment of product.
- If shipment of any item or other performance by Kontek is delayed at the request of or due to the fault of KENT COUNTY CIRCUIT COURT, Kontek may at its option hold the item at the place of manufacture at the risk and expense of KENT COUNTY CIRCUIT COURT from the time it is ready for shipment. In the event of any such delay in shipment, full and final payment of an item shall be due and payable thirty (30) days after KENT COUNTY CIRCUIT COURT is notified that the item is ready for shipment. If Kontek is unwilling to accommodate KENT COUNTY CIRCUIT COURT by holding such item, KENT COUNTY CIRCUIT COURT shall accept shipment immediately.
- Construction or installation services provided within this proposal does not include Kontek holding a general contractor's license for the state in which the work is to be performed. If a general contractor's license is required, notify Kontek to allow for proper accommodations to be made.

Terms and Conditions for Material Purchases

Terms and Conditions for Material Purchases

1. DEFINITIONS

The following terms shall have the following meanings:

- A. *Agreement* means these Terms and Conditions, the document called the Purchase Order executed by the parties, and all of the documents listed in the Purchase Order, which are specifically incorporated into this Agreement.
- B. *Buyer* is Company's purchasing representative whose name appears on the face of the Purchase Order and/or Contract and who is the only Company representative authorized to issue Change Orders.
- C. *Company* means the _____ entity stated on the first page of the Purchase Order and/or Contract.
- D. *Change Order* is the document, issued by Buyer, and accepted in writing by Seller, that alters, amends or modifies the Agreement.
- E. *Seller* means KONTEK Industries, Inc., with whom Company has entered into the Agreement.
- F. *Materials* means the materials, goods, equipment, stock, other tangible items or non-stock, and/or services covered by the Agreement, and includes all parts, portions, items, attachments, repairs, replacements and substitutions thereof.

2. ENTIRE AGREEMENT

- A. The Purchase Order, together with these Terms and Conditions and all documents referenced and specifically incorporated into the Purchase Order are the entire agreement between the Parties. No modification of the Agreement shall be effective unless by a Change Order issued by Buyer and accepted in writing by Seller. Any agreements, negotiations or understandings of the Parties prior or contemporaneous to the date of the Agreement, whether written or oral, are superseded hereby.
- B. Any document submitted by Seller (including any Seller document referenced in the Agreement) is

used solely for the purpose of describing the Materials and, to the extent containing any terms in addition to or inconsistent with the terms of the Agreement, or a rejection of any terms of the Agreement, shall be deemed to be a counter offer to Company and shall not be binding upon Company unless specifically accepted in writing by Buyer. In the absence of written acceptance of such counter offer by Company, commencement of performance by Seller shall be deemed to be an agreement by Seller to perform in accordance with the terms of the Agreement and an acceptance hereof, notwithstanding any prior dealings or usage of trade.

3. SCOPE OF SALE AND PURCHASE

Seller agrees to sell to Company, and Company agrees to purchase from Seller, the Materials identified on the Purchase Order at the stated price, quantity, ship to location and specifications.

4. TERM OF AGREEMENT

This Agreement shall be effective and terminate on the dates specified in the Purchase Order.

5. DELIVERY AND ACCEPTANCE OF MATERIALS

All Materials shall be delivered by Seller and accepted by Company according to the time period stated in the Purchase Order. Time is of the essence for this Agreement and both parties shall achieve on-time delivery and acceptance.

6. INSPECTION AND ACCEPTANCE OF GOODS

- A. Seller shall provide, at Company's sole cost and expense, such engineering or quality assurance tests, inspections, demonstrations and reports that Company shall require. In this regard, Company expressly agrees that Seller shall have no obligation to perform any engineering or quality assurance tests, inspections, demonstrations or reports other than those specifically required by a Purchase Order unless specifically agreed to by Seller in writing and in its sole discretion, which exercise of sole discretion shall include Seller's agreeing to an additional

amount of compensation it shall receive in advance relating to the performance of such tests, inspections, demonstrations and reports. Seller shall maintain adequate records of all inspections and tests that shall indicate the nature and number of observations made, the number and type of nonconforming or defective Materials, the quantities approved and rejected, and the corrective action taken. Such records shall be made available to Company at all times and, unless otherwise agreed to by Company, shall be retained by Seller for a period of at least five (5) years.

B. Company shall have the right to reject the Materials in the event such Materials fail to conform with the specifications and testing results provided to Company by Seller. At Company's sole cost and expense at all reasonable times during the period of Seller's performance under the Agreement upon prior notice, including the period of manufacture, Company may inspect and/or test the Materials to be furnished under the Agreement at the locations where the work is being performed, including those of Seller's suppliers. At Company's request, and sole cost and expense, Seller shall provide reasonable facilities and assistance for safe and convenient inspection and testing. Company may, at its cost and expense under this Section 6B, choose to conduct inspection of one hundred percent (100%) of the Materials, any lot of the Materials or samples thereof. Company shall have the right to reject all or any portion of the Materials if any such inspection reveals that any materials are defective or nonconforming. Neither Seller nor Seller's suppliers shall change the location where the Materials are being manufactured, without the prior written consent of Buyer.

C. The parties agree that in the event any Materials delivered pursuant to the Agreement are nonconforming in any manner at such time, Company shall promptly inform Seller of the same. As Company's sole remedy, it may return the Materials, at Seller's cost and expense, and demand from Seller a refund or repair of the Materials to make them conforming. If Company opts to demand the repair of the Materials, Seller shall have the sole discretion to evaluate the Materials and determine to repair or replace the Materials. Any acceptance by Company is not a release or waiver of any of its rights under this Agreement.

7. TITLE AND RISK OF LOSS

Title and risk of loss to all Materials shall transfer from Seller to Company upon delivery of the Materials. Any loss or damage to the Materials prior to delivery shall be Seller's sole risk.

8. RESERVED

9. LICENSE, PATENTS AND COPYRIGHTS

Seller represents and warrants that it has authority to manufacture, sell, and transfer the Materials to Company for their intended purposes. Notwithstanding anything in the Agreement to the contrary, all the intellectual property rights in the Materials and created, obtained, or used in the course of the performance of this Agreement shall be solely owned by Seller.

10. OWNERSHIP OF INFORMATION

Except as specifically authorized in writing by the disclosing party, information and any other data developed or furnished by the disclosing party to the other party in the performance of this Agreement shall be used only in connection with this Agreement. All such information and any other data shall be and remain the exclusive property of the disclosing party.

11. WARRANTY

A. Seller warrants that it has good and marketable title at the time the Materials are loaded for delivery to Company and that the Materials are not subject to any liens, charges, claims or encumbrances by any person or entity. Seller shall defend and hold harmless Company, its successors and assigns from and against any such liens, charges, claim or encumbrances. Seller warrants that, at the time of delivery to Company, the content of the Materials conforms to the specifications stated in the Agreement.

B. Seller warrants that the Materials furnished hereunder shall be free from defects in material, workmanship and title, conform in all material respects to the terms of Agreement, be new and of commercially reasonable quality. The warranties hereunder shall survive delivery of the Materials for a period of: (i) one year warranty on all Materials; and (ii) manufacturer warranty transfers to Company on

purchased components (collectively (i) through (ii) are the "Warranty Period"). If the Materials or any part thereof do not conform to these warranties during the applicable Warranty Period and Company so notifies Seller within a reasonable time after such discovery, Seller, at its sole expense, shall promptly correct such nonconformity or replace the nonconforming Materials. The warranty period for such corrected or replaced Materials shall be the remainder of the original warranty period.

C. Seller's warranty excludes remedy for damage or defect caused by abuse, modifications not performed by Seller, improper or insufficient maintenance, or improper operation. The warranties specified in this Section 11 are in lieu of and exclude all other warranties, express or implied, arising by operation of law or otherwise, including without limitation, merchantability and fitness for a particular purpose, whether or not the purpose or use has been disclosed to Seller, and whether or not the Materials are specifically designed and/or manufactured by Seller for Company's use or purpose.

D. Seller shall promptly provide Buyer and the Contract Administrator (a) notice of any defects (latent or otherwise) in the Materials; (b) any warnings concerning defects (latent or otherwise) in the Materials; (c) any recall notices or safety bulletins related to the Materials; and (d) details including corrective action requirements. The provisions of this Section shall survive termination, cancellation or expiration of the Purchase Order.

12. WARRANTY AND INDEMNITY - PATENTS, TRADEMARKS, AND PROPRIETARY RIGHTS

A. Seller warrants that all Materials, and processes used or supplied and any work performed in Seller's performance of the Agreement are free from any infringement of any third-party patent, trademark, copyright or trade secret.

B. Seller shall indemnify and defend any action brought against Company by a third-party based on a claim or allegation that any process or method used, Material supplied or service performed pursuant to the Agreement constitutes an infringement or violation of any patent, trademark, copyright or trade

secret. Company shall, without expense, give reasonable information and assistance for the defense of same, and Seller shall pay all of Company's actual costs and expenses of such action, including any damages awarded. If an infringement or violation is determined or held to exist and the use of such process, method, Materials or service is enjoined, Seller shall, at its own expense and option, either (1) procure for Company the right to continue using said process, Materials or service; (2) replace it with non-infringing process, Materials or service reasonably acceptable to Company; or (3) modify it in a manner reasonably acceptable to Company so that it becomes non-infringing.

13. PRICE AND PAYMENT

A. Company shall pay Seller the prices indicated in the Agreement for all Materials purchased under this Agreement. Unless otherwise agreed to by a Change Order issued by Buyer, Seller shall not increase the price stated in the Agreement. Invoices for Materials delivered shall be submitted on a timely basis, in the manner, frequency and form, and with such supporting documentation, as required by the Agreement. Seller shall promptly pay its subcontractors and/or suppliers upon receipt of each payment, the respective amounts allowed Seller to the extent of each such subcontractor and/or supplier's interest therein. Company shall pay approved invoices in accordance with the payment terms specified in the Agreement.

B. Seller shall defend, indemnify and hold harmless Company from any and all claims, demands, causes of action and/or costs, including reasonable attorney fees, attributable to Seller's failure to make any payments required by this Section. Nothing in this Section or Agreement shall imply or infer an obligation of Company to make payment to any party other than Seller.

14. CHANGES

A. Company may make changes to the Agreement, including without limitation, changes to any one or more of the following: (a) the specifications of the Materials, (b) the addition or deletion of Materials; (c) the method of shipment of the Materials and (d) the place or time of inspection, delivery or acceptance of the Materials. If such

change causes an increase or decrease in the cost of, or time required for performance of, the Agreement, an equitable adjustment may be made by Change Order issued by Buyer and accepted by Seller. Nothing in this Section shall excuse Seller from proceeding with performance of the Agreement as changed subsequent to Seller's acceptance. No price increases, costs, charges or other amounts, extensions of time for delivery or other changes shall be binding on a party unless evidenced by a Change Order executed by such party.

B. Where the cost of Materials related to a change is included in Seller's claim for adjustment, Company shall have the right to take title thereto and prescribe the manner of disposition thereof.

15. FORCE MAJEURE

A. Except as otherwise provided herein, Seller shall not be liable for a reasonable delay or default in furnishing Materials hereunder and Company shall not be liable for failure to perform any of its obligations hereunder, to the extent due to fire, flood, storm, other natural disaster, national emergency or war, and not due to labor problems, inability to obtain financing, negligence or other similar condition of such party, provided that either party has given the other prompt notice of such occurrence. Notwithstanding the foregoing, this provision shall not apply to Company's payment obligations pursuant to the Agreement.

B. Within seven (7) days of the commencement of any excusable delay, Seller must notify Buyer in writing of the nature, cause, date of commencement and expected impact of the event. Seller must exercise reasonable due diligence in proceeding to meet its performance obligations hereunder, notwithstanding the delay. Upon Seller satisfying these conditions, Company shall extend the schedule for the period of time equal to the time actually lost by reason of the delay.

16. RESERVED

17. CANCELLATION FOR DEFAULT

Seller shall be in default hereunder if: (a) Seller refuses, neglects or fails in any respect to materially prosecute the Agreement hereunder or any material

portion thereof in accordance with the provisions set forth herein; (b) Seller refuses, neglects, or fails to perform any other material obligations under this Agreement or provide adequate assurance of performance; (c) Seller makes an assignment for the benefit of creditors or bankruptcy or insolvency proceedings are instituted by or against Seller; or (d) at any time in Company's reasonable judgment, Seller's financial or other condition or progress on the Agreement shall be such as to endanger timely performance. Upon any default hereunder, Company may exercise any one or more of the following remedies: (a) cancel all or any portion of the Agreement without liability, except the obligation to pay the purchase price for conforming Materials completed or in the process of manufacture prior to cancellation and not previously paid for, (b) require Seller to, in Seller's sole discretion, repair or replace nonconforming Materials, (c) require Seller to pay all Material transportation charges directly arising from Seller's breach, and (d) recover attorneys' fees and costs of suit, plus interest. No waiver by Company in the enforcement of any provision of the Agreement shall constitute a waiver of any other provision. Upon Company's payment to Seller of all amounts due under the Agreement, Seller shall deliver all Materials.

18. TECHNICAL DATA

A copy of all materials and documents prepared or developed by Seller solely and exclusively for the performance of the Agreement, including all manuals, data, designs, drawings, plans, specifications, reports, calculations and summaries, shall, together with any materials and documents furnished to Seller by Company, be delivered to Company upon request.

19. RESERVED

20. LIMITATION ON LIABILITY

Except as may be expressly stated elsewhere in this Agreement, neither party shall be liable to the other party for incidental, indirect, or consequential or punitive damages, including, but not limited to, loss of profits or revenue, business interruption, loss of use, or damage to reputation.

21. INDEMNIFICATION

A. Seller covenants and agrees that it shall defend, indemnify and hold Company, and all of its officers, agents and employees (collectively, the "Indemnified Parties") harmless for any third-party claim, loss, damage, cost, charge, expense, lien, settlement or judgment, including interest thereon (collectively, "Claims"), arising directly from Seller's performance of the Agreement, to which the Indemnified Parties may be subject or put by reason of any act, action, neglect or omission on the part of Seller, or its respective officers, agents and employees; provided, however, Seller's indemnification obligations shall not apply to the extent any Claim is caused in whole or in part by the negligent acts or omissions of Buyer or Company, including, without limitation, Seller's reliance on the requirements (including performance specifications) supplied by Company to Supplier or Company's misuse, modification, maintenance or failure to maintain the Materials.

B. In the event a claim covered by Seller's foregoing indemnity should be brought against an Indemnified Party, Seller hereby covenants and agrees to assume the defense thereof and defend the same at Seller's own expense and to pay any and all costs, charges, attorney's fees, and other expenses, and any and all judgments that may be incurred by or obtained against such Indemnified Party. In the event of any judgment or other lien being placed upon the property of Company in such suits or other proceedings, Seller shall at once cause the same to be dissolved and discharged by giving bond or otherwise.

C. Notwithstanding anything in this Agreement to the contrary, including without limitation those provisions contained in Section 12 and this Section 21, regardless of the form of the Claim (whether based in contract, infringement, negligence, strict liability, other tort or otherwise), in no event shall Seller's liability to indemnify the Indemnified Parties exceed the purchase price paid by Company to Seller for the specific Material provided by Seller giving rise to the Claim.

22. INGREDIENTS AND HAZARDOUS MATERIALS

A. Prior to delivery, Seller shall promptly furnish to Company a Material Safety Data Sheet ("MSDS") for any chemicals or hazardous materials or products to be delivered to Company, which includes at a minimum: (a) a list of all ingredients in the products and materials to be brought by Seller or its subcontractor or supplier to Company's property, (b) the quantity of all such ingredients and (c) information concerning any changes in or additions to such ingredients. Company shall require the immediate removal of any substance from its property if Seller fails to provide a MSDS. Any damage or delays caused by the removal of such substance shall be at Seller's expense.

B. Prior to and during the shipment of any products or materials, Seller shall furnish Company and any carriers with sufficient written warnings and notices (including appropriate labels on the products, materials, containers and packaging) of any hazardous material that is an ingredient or a part of any of the products or materials, together with all special handling instructions, safety measures and precautions necessary to comply with all applicable laws, to inform Company and any carriers of any applicable legal requirements and prevent bodily injury or property damage in the handling, transportation, processing, use or disposal of the products, materials, containers and packaging.

23. CONFIDENTIALITY

A. The parties acknowledge and agree that all information disclosed or to which the other party may have access during the parties' performance of the Agreement is considered proprietary and confidential by the disclosing party, unless designated otherwise. This information is and shall, at all times, remain the property of the disclosing party. The receiving party shall limit the disclosure of the information or any portion thereof to those of its employees and subcontractors and suppliers who are required to perform the Agreement and who have a strict need to know such information. The receiving party shall advise such persons of the existence of this Agreement, of the confidential nature of the information and of receiving party's obligations regarding same under this Agreement. The receiving

party, its employees, subcontractors and suppliers and their employees shall not, without permission of the disclosing party, disclose such proprietary or confidential information to any third party for any reason or purpose whatsoever. In the event of a breach or threatened breach of this Section by the receiving party or those under its control, the disclosing party shall be entitled to seek an injunction restraining such conduct. Nothing herein shall be construed as prohibiting the disclosing party from pursuing any other remedies available to the disclosing party for such breach or threatened breach.

B. The receiving party and its employees shall not be required to protect or hold in confidence any such information which (1) is or becomes known to the public through no act or omission of the receiving party or its employees; (2) is ordered to be disclosed by a court or administrative agency; or (3) is thereafter developed independently by the receiving party. In the event that the receiving party is requested or required under compulsion of legal process to disclose such information, the receiving party shall not, unless required by law, disclose the information until the disclosing party has first (i) received prompt written notice of such request or requirements to disclose and (ii) had an adequate opportunity to seek a protective order or other reliable assurance that confidential treatment shall be accorded to the information. The receiving party shall not oppose actions by the disclosing party to assure such confidential treatment.

C. No publications or advisements concerning the subject matter of the Agreement, the parties' names and/or logos, or photographs of the parties' property and materials or portions thereof shall at any time be made by or on behalf of the other party, its subcontractors, or suppliers, unless prior written authorization therefore is obtained.

D. Notwithstanding anything herein to the contrary, except as reasonably necessary to comply with applicable securities laws, each party to this Agreement (and each employee, representative, or other agent of such party) may (i) consult any tax advisor regarding the U.S. federal income tax treatment or tax structure of a possible transaction, and (ii) disclose to any and all persons, without limitation of any kind, the U.S. federal income tax

treatment and tax structure of any such possible transaction and all materials of any kind (including opinions or other tax analyses) that are provided to the taxpayer relating to such tax treatment and tax structure; provided that clause (ii) shall not apply until the earliest of (x) the date of the public announcement of discussions relating to a possible transaction, (y) the date of the public announcement of a possible transaction or (z) the date of the execution of an agreement, with or without conditions, to enter into a possible transaction. For this purpose, "tax structure" is limited to any facts relevant to the U.S. federal income tax treatment of the transaction and does not include information relating to the identity of the parties.

24. LAWS, REGULATIONS AND PERMITS

Seller shall keep itself fully informed of and shall observe and comply with all federal, state and local laws, ordinances, codes and regulations including, but not limited to environmental and pollution control laws; orders and decrees of bodies or tribunals having any jurisdiction or authority over the Materials; and any rules or regulations of Company relating to health, safety or performance of the Agreement which in any manner affect those engaged or employed on any work, the Materials used in any work, or the performance of the Agreement. If any discrepancy or inconsistency should be discovered between the Agreement and any such law, ordinance, code, regulation, order or decree, Seller shall immediately report the same in writing to Buyer. Seller shall be responsible for the compliance by its subcontractors and suppliers of all tiers with the above provisions and shall be liable for all fines levied in violation of any laws, ordinances, codes and/or regulations. Notwithstanding anything herein to the contrary, Seller shall incur no obligation or liability to the extent non-compliance is due to Company's use or misuse of the Materials.

25. FEDERAL CONTRACTING REQUIREMENTS

As a federal Contractor, Company requires that Seller agree to be bound by and comply with the following clauses which are incorporated by reference herein and have the same force and effect as if set forth in full text:

A. The following Federal Acquisition Regulation ("FAR") and Code of Federal Regulations ("CFR") clauses, as amended, are incorporated by reference in these terms and conditions unless Seller is exempt thereunder: Equal Opportunity, FAR 52.222-26 (applies to all orders); Prohibition on Segregated Facilities, FAR 52.222-21 (applies to all orders); Affirmative Action for Workers with Disabilities-FAR 52.222-36 (applies to orders of \$10,000 or more); Anti-Kickback Procedures, FAR 52.203-7 (applies to all orders over \$100,000); Notice of Employee Rights Concerning Payment of Union Dues and Fees, 29 CFR Part 470 (applies to all orders over \$100,000); Affirmative Action for Special Disabled and Vietnam Era Veterans-FAR 52.222-35 (applies to orders of \$25,000 or more); and Employment Reports on Disabled Veterans and Veterans of the Vietnam Era-FAR 52.222-37 (applies to orders of \$25,000 or more). The terms "Contractor," "Government," and "Contracting Officer" as used in the FAR clauses shall be deemed to refer to "Seller," "Company" and "Contract Administrator."

B. Except to the extent that this Agreement is exempt from any of the requirements set out below, Seller agrees to be bound by and comply with the clauses set forth at 48 CFR 52.219-8 (Utilization of Small Business Concerns) (only if this Agreement exceeds \$100,000) and 48 CFR 52.219-9 (Small Business Subcontracting Plan) (only if this Agreement exceeds \$500,000 and if Company requests submission of a Small Business Subcontracting Plan).

26. NETWORK SECURITY/VIRUS PROTECTION

A. If Company's access to Seller's system or Seller's access to Company's system requires a network connection between Company's wide area network (WAN) and Seller's WAN, Seller and Company shall take reasonable and customary precautions to prevent unauthorized access to or use of the Network Connection through their respective networks. The parties agree, however, that each party is responsible for the security of its own network. Neither party shall be liable to the other for unauthorized access to the network connection, so long as such party shall have taken reasonable and customary precautions to prevent such unauthorized access.

B. Neither Company or Seller shall knowingly engage in creating or transmitting computer virus software or other programs which could contaminate or otherwise cause the malfunction of any system (i.e., viruses, trojan horses, trap doors, worms, etc.). When providing electronic materials (any electronic media method, including but not limited to diskette or CD-ROMs) to Company or Seller under this Agreement, both parties agree to exercise the same standard of care that it uses to safeguard against the transfer of known computer viruses or other system errors which could contaminate or otherwise cause the malfunction of its own computer system.

27. ELECTRONIC MEDIA TOOL VIRUS PROTECTION

A. Any electronic media tool, including, but not limited to, diskettes, CD-Roms, laptops, or any other form of software or hardware provided or used by Seller, shall be free from any virus, or any other system error that may contaminate or otherwise cause harm to Company's computer environment. Seller warrants that any software, and related documentation in electronic form, shall not contain, or result in the creation or insertion of, any disabling device (i.e., any virus, timer, clock, counter, time lock, time bomb, or other limiting design, instruction, or routine) that would erase data or programming, cause any resource to become inoperable or otherwise incapable of being used in the full manner for which such resource was intended to be used, or cause any software or documentation, any portion thereof, or any other programs, hardware, equipment, or data to become inoperable or otherwise become incapable of being used in the full manner for which it was designed, intended, and created.

B. Seller further warrants that any software and related documentation in electronic form, shall not contain any computer code that would: (i) disable the software or impair its use or operation in any way based on the elapsing of a period of time, the exceeding of an authorized number of copies, users, or other relevant metric, or the advancement to a particular date or other numeral (referred to as "time bombs", "time locks", or "drop dead" devices); (ii) permit Seller or any third party to remotely, and without Company's knowledge or approval, access the software through a device such as those referred to as a "trap," "access code," or "trap door"; or

(iii) permit Seller or any third party to track, monitor, or otherwise report on the use or operation of such software.

C. If such virus or other contaminant is brought into Company's computer environment, by or through Seller, Seller shall reimburse Company for all labor and materials costs incurred by Company to identify, contain and correct the effects of such virus. The hourly rate paid by Seller for the identification, containment and correction of the effects of such virus shall be at the prevailing hourly rate incurred by Company.

28. RECORDS AND AUDITS

Company or its authorized representative shall, upon reasonable prior notice, be provided reasonable access to Seller's records related to this Agreement for audit and legal compliance purposes for a period of three (3) years after completion of the Agreement. Copies of any material shall be made for Company at its reasonable request and any reasonable cost of reproduction shall be borne by Company.

29. NONWAIVER

None of the provisions of the Agreement shall be considered waived by either party unless such waiver is given in writing by the other party. No such waiver shall be a waiver of any past or future default, breach or modification of any of the terms, provisions, conditions or covenants of the Agreement unless expressly set forth in such waiver.

30. NOTICES

Notices and other written communications are to be made in writing to the address stated in the Agreement. Such notices and other written communications must reference the Purchase Order appearing in the Agreement.

31. SAVING CLAUSE - INDEPENDENT TERMS

Each term and condition of this Agreement is deemed to have an independent effect and the

invalidity of any partial or whole paragraph or section shall not invalidate the remaining paragraphs or sections. The obligation to perform all of the terms and conditions shall remain in effect regardless of the performance of any invalid term by the other party.

32. ASSIGNMENT

No assignment of this Agreement or any of its rights or obligations hereunder shall be made by Seller without first obtaining the written consent of Company. This Agreement shall be binding upon and inure to the benefit of the respective successors and permitted assigns of the parties hereto.

33. GOVERNING LAW AND JURISDICTION

The Agreement, and the rights, obligations and liabilities of the parties hereto shall be construed in accordance with the law of the State of Missouri, without regard to its conflict of law principals. The parties agree that any action with respect to this Agreement shall be brought in a court of competent subject matter jurisdiction located in the State of Missouri and the parties hereby submit themselves to the exclusive jurisdiction and venue of such court for the purpose of such action.

34. SURVIVAL

All of the terms of this Agreement which by their nature extend beyond (a) the termination or cancellation of this Agreement or (b) the completion of the delivery of Materials shall survive and remain in full force and effect and apply to respective successors and assigns.

35. RESERVED

36. CONSTRUCTION OF TERMS

The terms of this Agreement have been arrived at after mutual negotiation and the parties agree that its terms shall not be construed against any party by reason of the fact that this Agreement was prepared by one of the parties.

MEMORANDUM OF UNDERSTANDING MODIFICATION #1
Administrative Office of the Courts

Modification No.: 1

County Commissioners of Kent County, Maryland
E21-0012-25K

Effective Date of Modification: _____, 20__ Effective MOU Date: June 10, 2021

Between the Administrative Office of the Courts (AOC) and the County Commissioners of Kent County, Maryland,

WHEREAS, on June 10, 2021, the County Commissioners of Kent County, Maryland entered into a Memorandum of Understanding (“MOU”) with the AOC to provide funding for security enhancements to the Circuit Court for Kent County.

NOW THEREFORE, in consideration of the Recitals which are hereby made a substantive part hereof, and the promises and the covenants herein contained, the adequacy and sufficiency of which are duly acknowledged, the parties agree as follows:

1. Revise Article I, Scope of Work to replace the requirements in Exhibit A with:
 - a. Tier II:
 - i. The following is requested for improved security while assisting the public.
 1. Level 3 ballistic glass in "L" shaped pattern.
 2. 1 arched transaction window with stainless steel recessed deal tray with bullet trap.
 3. 1 full vision wide stile aluminum door.
 4. 1 custom laminate countertop lined with level 3 fiberglass.
 5. 2 opaque armor panels with custom plastic laminate finish.

The 2023 Courthouse Security Items Request is hereby incorporated into this MOU as Exhibit B. The quote from Mistral, Inc. dated June 9, 2023, is hereby incorporated into this MOU as Attachment 1.

2. Revise Article II, Compensation and Method of Payment to replace item A with:
 - a. Name and address of AOC contact: Sean Wolcöff, Security Administration, 580 Taylor Avenue, Annapolis, MD 21401
3. Revise Article III, Term to extend the termination date to June 30, 2024 to spend the allocated fiscal year 2021 funds.

IN WITNESS WHEREOF, the parties have caused this MOU Modification No. 1 to be executed by their respective duly authorized officers, agents or officials as of the above-referenced date.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

County Commissioners of Kent County, Maryland:

By: _____ Date: _____
Ronald H. Fithian
President

By: _____ Date: _____
Albert H. Nickerson
Member

By: _____ Date: _____
John F. Price
Member

Circuit Court for Kent County:

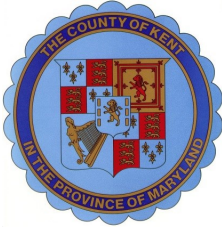
By: _____ Date: _____
Harris P. Murphy
Administrative Judge

Administrative Office of the Courts

By: _____ Date: _____
Whitney S. Williams
Director, Procurement, Contract & Grant Administration

Approved for form and legal sufficiency this ____ day of _____, 20__.

Stephane J. Latour
Managing Legal Counsel



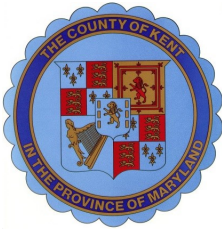
Pete Landon, Director, Office of Emergency Services
10/3/2023
County Commissioners Meeting

Item Summary:

The County Commissioners of Kent County and the Office of Emergency Services are pleased to announce the expansion of publicly available automated external defibrillators (AEDs) on certain county owned properties. AEDs are used to help anyone, regardless of age, experiencing sudden cardiac arrest. AEDs are an easy to use medical device the can analyze anyone's heart rhythm and, if necessary, deliver a defibrillation (an electric shock) to help someone's heart to re-establish an effective rhythm. This is truly a tried and tested life saving device that has been used effectively until paramedics can arrive.

ATTACHMENTS:

Description



Jim Miller, Director, Human Resources
10/3/2023
County Commissioners Meeting

Item Summary:

Update - Retiree Health Insurance



Dennis Hickman, Sheriff, Kent County Sheriff's Office
10/3/2023
County Commissioners Meeting

Item Summary:

Enterprise Fleet Management

ATTACHMENTS:

Description

09.28.23 Enterprise Fleet Management Open-End (Equity) Lease Quote 7519438 4 Vehicles

Prepared For: Kent County-Sheriff Department
Moulds, Michael SDate 09/27/2023
AE/AM J4G/BK2

Unit

Year 2023 Make Chevrolet Model Tahoe

Series Special Service Vehicle 4x4

(x 4 vehicles)

Vehicle Order Type In-Stock Term 60 State MD Customer# 590838

\$ 73,710.52	Capitalized Price of Vehicle ¹
\$ 0.00 *	License and Certain Other Charges <u>5.5000%</u> State <u>MD</u>
\$ 280.00 *	Initial License Fee
\$ 0.00	Registration Fee
\$ 250.00	Other: (See Page 2)
\$ 12,142.76 *	Capitalized Price Reduction
\$ 0.00 *	Tax on Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00 *	Tax on Gain On Prior
\$ 0.00 *	Security Deposit
\$ 0.00 *	Tax on Incentive (Taxable Incentive Total : \$0.00)

\$ 61,817.76	Total Capitalized Amount (Delivered Price)
\$ 927.27	Depreciation Reserve @ <u>1.5000%</u>
\$ 353.53	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²
\$ 1,280.80	Total Monthly Rental Excluding Additional Services

Additional Fleet Management

	Master Policy Enrollment Fees
\$ 0.00	Commercial Automobile Liability Enrollment
	Liability Limit <u>\$0.00</u>

\$ 0.00	Physical Damage Management
---------	----------------------------

\$ 0.00	Full Maintenance Program ³ Contract Miles <u>0</u>
	Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>

Additional Services SubTotal

\$ 0.00	Use Tax <u>0.0000%</u>
---------	------------------------

Total Monthly Rental Including Additional Services

\$ 6,181.56	Reduced Book Value at <u>60</u> Months
\$ 400.00	Service Charge Due at Lease Termination

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	Kent County TBD
Exterior Color	(0 P) Black
Interior Color	(0 I) Jet Black w/Cloth Seat Trim
Lic. Plate Type	Government
GVWR	0

Comp/Coll Deductible	<u>0 / 0</u>
OverMileage Charge	<u>\$ 0.0000</u> Per Mile
# Tires <u>0</u>	Loaner Vehicle Not Included

Quote based on estimated annual mileage of 20,000

(Current market and vehicle conditions may also affect value of vehicle)

(Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

LESSEE Kent County-Sheriff Department

BY: *Ronnie Johnson*TITLE *President*DATE *09/28/2023*

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.

² Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
Prisoner Transport - BAMS HOOK AND HOSE FIRE EQUIPMENT LLC Police Upfit	C	\$ 24,285.52
Total Aftermarket Equipment Billed		\$ 0.00
Total Aftermarket Equipment Capitalized		\$ 24,285.52
Aftermarket Equipment Total		\$ 24,285.52

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	C	\$ 60.00
Pricing Plan Delivery Charge	C	\$ 190.00
Courtesy Delivery Fee	C	\$ 0.00
Total Other Charges Billed		\$ 0.00
Total Other Charges Capitalized		\$ 250.00
Other Charges Total		\$ 250.00

VEHICLE INFORMATION:

2023 Chevrolet Tahoe Special Service Vehicle 4x4 - US

Series ID: CK10706

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$48,009.5	\$50,750.00
Total Options	\$1,756.30	\$1,930.00
Destination Charge	\$1,895.00	\$1,895.00
Total Price	\$51,660.80	\$54,575.00

SELECTED COLOR:

Exterior: GBA-(0 P) Black

Interior: H1T-(0 I) Jet Black w/Cloth Seat Trim

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
1FL	Preferred Equipment Group 1FL	NC	NC
5J0	Front Only Park Assist Calibration Disable	NC	NC
5J3	Surveillance Mode Calibration Interior Lighting	Included	Included
5W4	Special Service Vehicle Identifier	NC	NC
6C7	SEO: Red & White Front Auxiliary Dome Lighting	\$154.70	\$170.00
6E2	SEO: Fleet Calibration (6E2)	\$22.75	\$25.00
AMF	Remote Keyless Entry Package (SEO)	\$68.25	\$75.00
ATD	3rd Row Passenger Seat Delete	Included	Included
AU7	Fleet Common Key	Included	Included
AZ3	Front 40/20/40 Split-Bench Seat	STD	STD
BTV	Remote Start	\$273.00	\$300.00
C6H	GVWR: 7,500 lbs (3,402 kgs)	STD	STD
DELUE1	OnStar & Chevrolet Connect Services Delete	Included	Included
DELVV4	4G LTE Wi-Fi Hot Spot Delete	Included	Included
GBA_01	(0 P) Black	NC	NC
GU5	3.23 Rear Axle Ratio	STD	STD
H1T_02	(0 I) Jet Black w/Cloth Seat Trim	NC	NC
IOR	Radio: Chevrolet Infotainment 3 System	STD	STD
JL1	Integrated Trailer Brake Controller	Included	Included
K47	High-Capacity Air Cleaner	Included	Included
K6K	760 Cold-Cranking Amps Auxiliary Battery	Included	Included
KX4	250 Amps Alternator	Included	Included
L84	Engine: 5.3L EcoTec3 V8	STD	STD
MHU	Transmission: Electronic 10-Speed Automatic w/OD	STD	STD
NHT	Max Trailering Package	\$318.50	\$350.00
NQH	2-Speed Active Electronic Autotrac Transfer Case	Included	Included
PNTTBL01	Paint Table : Solid Paint	\$0.00	\$0.00
QAE	Tires: 275/60R20SL AT BW	\$91.00	\$100.00
R6J	Ship-Thru Verification Code	NC	NC
RC1	Front Skid Plate	Included	Included
RD4	Wheels: 20" x 9" Painted Aluminum	\$728.00	\$800.00
STD TM	Cloth Seat Trim	STD	STD
UDA	OnStar Deactivated	\$-77.35	\$-85.00



CODE	DESCRIPTION	INVOICE	MSRP
UN9	SEO: Radio Suppression Package	\$86.45	\$95.00
UQF	6-Speaker Audio System Feature	Included	Included
UT7	SEO: Ground Wires	Included	Included
UTQ	SEO: Content Theft-Deterrent Disable System	\$45.50	\$50.00
V03	Extra Capacity Cooling System	Included	Included
V53	Luggage Rack Side Rails Delete	Included	Included
V76	2 Front Frame-Mounted Black Recovery Hooks	\$45.50	\$50.00
VPV	Ship-Thru: Kerr Industries	Included	Included
ZL6	Advanced Trailering Package	Included	Included
ZW7	Premium Smooth Ride Suspension Package	STD	STD
ZY1	Solid Paint	STD	STD

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
Rear Cargo Door Type: liftgate
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors
Spoiler: rear lip spoiler
Skid Plates: skid plates
Side Steps: yes
Door Handles: body-coloured
Front And Rear Bumpers: body-coloured front and rear bumpers
Rear Step Bumper: rear step bumper
Front Tow Hooks: 2 front tow hooks
Body Material: galvanized steel/aluminum body material
: class IV trailering with harness, hitch, brake controller
Body Side Cladding: black bodyside cladding
Grille: grille with chrome bar

Convenience Features:

Air Conditioning: automatic dual-zone front air conditioning
Air Filter: air filter
Rear Air Conditioning: rear air conditioning with separate controls
Cruise Control: cruise control with steering wheel controls
Power Windows: power windows with front and rear 1-touch down
1/4 Vent Rear Windows: power rearmost windows
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Passive Entry: Keyless Open and Start proximity key
Trunk FOB Controls: keyfob trunk/hatch/door release
Remote Engine Start: remote start - keyfob
Steering Wheel: steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Driver and Passenger Vanity Mirror: illuminated auxiliary driver and passenger-side visor mirrors
Emergency SOS: OnStar and Chevrolet connected services capable
Front Cupholder: front and rear cupholders
Overhead Console: mini overhead console
Glove Box: locking glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Seatback Storage Pockets: 2 seatback storage pockets
IP Storage: covered bin instrument-panel storage
Driver Footrest: driver's footrest
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 1 12V DC power outlet
AC Power Outlet: 2 120V AC power outlet

Entertainment Features:

radio: AM/FM stereo with seek-scan
Voice Activated Radio: voice activated radio
Speed Sensitive Volume: speed-sensitive volume
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 6 speakers
1st Row LCD: 2 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: window grid antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off aero-composite LED low/high beam headlamps
Front Wipers: variable intermittent Rainsense rain detecting wipers wipers

Rear Window wiper: fixed interval rear window wiper
Rear Window Defroster: rear window defroster
Tinted Windows: deep-tinted windows
Front Reading Lights: front and rear reading lights
Ignition Switch: ignition switch light
Variable IP Lighting: variable instrument panel lighting
Display Type: analog appearance
Tachometer: tachometer
Voltmeter: voltmeter
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Park Distance Control: Rear Park Assist rear parking sensors
Trip Computer: trip computer
Trip Odometer: trip odometer
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Engine Hour Meter: engine hour meter
Clock: in-radio display clock
Systems Monitor: driver information centre
Check Control: redundant digital speedometer
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Low Oil Level Warning: low-oil-level warning
Low Coolant Warning: low-coolant warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Door Ajar Warning: door-ajar warning
Trunk Ajar Warning: trunk-ajar warning
Brake Fluid Warning: brake-fluid warning
Turn Signal On Warning: turn-signal-on warning
Transmission Fluid Temperature Warning: transmission-fluid-temperature warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: full-size spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: curtain 1st, 2nd and 3rd row overhead airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Rear Child Safety Locks: rear child safety locks
Ignition Disable: PASS-Key III immobilizer
Panic Alarm: panic alarm
Electronic Stability: electronic stability
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 2 rear head restraints

Break Resistant Glass: break resistant glass

Seats And Trim:

Seating Capacity max. seating capacity of 6
Front Bucket Seats: front split-bench 40-20-40 seats
Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments
Reclining Driver Seat: power reclining driver and passenger seats
Driver Lumbar: power 2-way driver and passenger lumbar support
Driver Height Adjustment: power height-adjustable driver and passenger seats
Driver Fore/Aft: power driver and passenger fore/aft adjustment
Driver Cushion Tilt: power driver and passenger cushion tilt
Front Centre Armrest Storage: front centre armrest
Rear Seat Type: rear manual reclining 60-40 split-bench seat
Rear Seat Fore/Aft: manual rear seat fore/aft adjustment
Rear Folding Position: rear seat tumble forward
Rear Seat Armrest: rear seat centre armrest
Leather Upholstery: cloth front and rear seat upholstery
Headliner Material: full cloth headliner
Floor Covering: full vinyl/rubber floor covering
Interior Accents: chrome/metal-look interior accents
Cargo Space Trim: carpet cargo space
Trunk Lid: plastic trunk lid/rear cargo door
Cargo Light: cargo light
Concealed Cargo Storage: concealed cargo storage

Standard Engine:

Engine 355-hp, 5.3-liter V-8 (regular gas)

Standard Transmission:

Transmission 10-speed automatic w/ OD and auto-manual

BAM'S BAMS HOOK AND HOSE FIRE EQUIPMENT LLC

35155 Battlemixer Dr
Lewes, DE 19958

FIRE EQUIPMENT
410-310-1695

Phone # 4103101695

jbambary@gmail.com

Estimate

Date	Estimate #
9/27/2023	1625

Name / Address

kent County Sheriff's Office
104 Vickers Dr # B
Chestertown, MD 21620

P.O. No.	Terms
	Due on receipt

Description	Qty	Rate	Total
5yr NetCloud Mobile Essentials Pan and IBR900 router with wifi	1	1,805.00	1,805.00
GPSD=/C29/C32/C23/CABLE KIT	1	275.00	275.00
FME(FTD) MPL (ftd) CS23 CABLE	1	15.00	15.00
ANTENNA MOULDED FLEXI-762-870MHZ	1	12.00	12.00
freight	1	31.14	31.14
		Total	\$2,138.14

East Coast Emergency Lighting, Inc

732-940-2211
200 Meco Drive
Millstone Twp, NJ 08535

Estimate

Date	Estimate #
8/30/2023	37908

Name / Address
Kent County Sheriff Office Attention: Sheriff Dennis Hickman 104 Vickers Drive Unit B Chestertown MD 21620

Ship To
Kent County Sheriff Office Attention: Sheriff Dennis Hickman 104 Vickers Drive Unit B Chestertown, MD 21620

P.O. No.	FOB	Rep	Created By:
		MJ	MJ

Item	Description	Qty	Cost	Total
	WHELEN			
BSFW54Z	I-E FST WCX S/D 10-LT 2021 TAHOE	1	2,999.95	2,999.95
ISDE	INNER EDGE FST/RST DUO BLU/WHT	5	0.00	0.00
ISDD	INNER EDGE FST/RST DUO RED/WHT	5	0.00	0.00
BS54Z	I-E RST WCX 10-LT S/D 21 TAHOE	1	0.00	0.00
ISDK	INNER EDGE FST/RST DUO RED/AMB	4	0.00	0.00
ISDM	INNER EDGE FST/RST DUO BLU/AMB	4	0.00	0.00
ISDJ	INNER EDGE FST/RST DUO RED/BLU	2	0.00	0.00
C399	CENCOM CORE WCX CONTROL CENTER	1	0.00	0.00
CCTL6	Whelen WeCanX KNOB/SLIDE CONTROL HEAD	1	0.00	0.00
C399K6	OBD II CANPORT KIT 2021 TAHOE/SUB	1	0.00	0.00
SA315P	SA315P SPEAKER, BLACK PLASTIC	1	0.00	0.00
SAK70	SA-315 MT KIT 2021 TAHOE	1	0.00	0.00
CV2V	VEHICLE-TO-VEHICLE SYNC MODULE	1	175.64	175.64
TCRWX6	WeCanX TRACER 6-LAMP HOUSING	2	647.70	1,295.40
TCRB54A	TRACER MTG KIT 2021 TAHOE OVER	2	51.40	102.80
TCRWXPD	WCX TRACER PRIMARY DUO LT R/W	2	27.45	54.90
TCRWXSD	WCX TRACER SECONDARY DUO R/W	4	27.45	109.80
TCRWXSE	WCX TRACER SECONDARY DUO B/W	6	27.45	164.70
CEM16	WeCanX 16 OUTPUT EXPANSION MOD	2	138.22	276.44
TLI3JC	WHELEN; ION T-SERIES LINEAR TRIO R/B/W	4	104.29	417.16
I3JC	TRIO ION R/B W/ WHT OVERRIDE	2	115.27	230.54
TLI2J	ION T-SERIES LINEAR DUO R/B	2	94.31	188.62
PSJ02FCR	STRIPLITE+ DUO FLASHER RED/BLU	2	102.79	205.58
PSBKT90	STRIP-LITE+ 90 DEG MT KIT	2	14.97	29.94
Total				

East Coast Emergency Lighting, Inc

732-940-2211
200 Meco Drive
Millstone Twp, NJ 08535

Estimate

Date	Estimate #
8/30/2023	37908

Name / Address
Kent County Sheriff Office Attention: Sheriff Dennis Hickman 104 Vickers Drive Unit B Chestertown MD 21620

Ship To
Kent County Sheriff Office Attention: Sheriff Dennis Hickman 104 Vickers Drive Unit B Chestertown, MD 21620

P.O. No.	FOB	Rep	Created By:
		MJ	MJ

Item	Description	Qty	Cost	Total
	PRO-GARD			
CSC57T21	Steel Cargo Security Cover	1	436.15	436.15
PB57T21HD	PRO-GARD ; CHEVY TAHOE PPV 2021- 2022; HD Push Bumper includes wire covers	1	356.85	356.85
P1300T21AOSB-R	Single Compartment, Pro-Cell, 1/3 Partition, w/ Passenger Side Only Retractable Outboard Seat Belts	1	2,291.25	2,291.25
GPC5715D-H	Tri-Lock Pro-Cell Vertical Mount Gun Rack	1	432.90	432.90
	HAVIS			
PKG-VSX-1800-TAH-PM	Package - Wide VSX Console with Front Printer Mount, Cup Holder and Fuse Block for 2021 Chevrolet Tahoe PPV & SSV Part # PKG-VSX-1800-TAH-PM	1	720.85	720.85
C-EBX-WHE-1	Havis Equipment Bracket Kit For VSX Consoles Front Tray Siren Light Control – Whelen	1	6.50	6.50
C-HDM-224	8.5" Heavy-Duty Telescoping Pole Kit for Wide VSX Console with Front Printer Mount for 2021 Chevrolet Tahoe PPV & SSV Part # C-HDM-224	1	121.55	121.55
C-FLW-4055-STR	Flashlight Charger Internal Mount Pocket For Wide Console 3.3" Mounting Space	1	84.50	84.50
EB25-XTL-1P	Havis Bracket	1	0.00	0.00
C-ARM-109	Internal Mount Armrest	1	213.85	213.85
C-USB-3	HAVIS USB-C & USB Type A Dual Port Charger	2	64.35	128.70
C-FPW-6	6" Filler Plate for Wide VSW Consoles	1	7.15	7.15
C-FPW-5	5" Filler Plate for Wide VSW Consoles	1	5.85	5.85
C-FP-5	5" Filler Plate	1	9.75	9.75
C-FP-25	2-1/2" Filler Plate	1	8.45	8.45

Total

East Coast Emergency Lighting, Inc

732-940-2211
200 Meco Drive
Millstone Twp, NJ 08535

Estimate

Date	Estimate #
8/30/2023	37908

Name / Address
Kent County Sheriff Office Attention: Sheriff Dennis Hickman 104 Vickers Drive Unit B Chestertown MD 21620

Ship To
Kent County Sheriff Office Attention: Sheriff Dennis Hickman 104 Vickers Drive Unit B Chestertown, MD 21620

This estimate shall be valid for 60 Days. Any verbal changes to the estimate are not binding unless agreed to by all parties in writing.

P.O. No.	FOB	Rep	Created By:
		MJ	MJ

Item	Description	Qty	Cost	Total
DS-PAN-1115-2	HAVIS Docking Station For Panasonic TOUGHBOOK 33 2-In-1 With Standard Port Replication & Dual Pass-Through Antenna Connections With LIND Power Supply	1	1,066.50	1,066.50
C-MD-112	11" Slide Out Locking Swing Arm with Motion Adapter	1	247.73	247.73
SBX-PK1-C01-01	HAVIS Classic Electronics Mounting Package for 2021-2022 Chevrolet Tahoe Part # SBX-PK1-C01-01	1	1,053.68	1,053.68
				
Total				\$13,443.68

BAM'S BAMS HOOK AND HOSE FIRE EQUIPMENT LLC

35155 Battlemixer Dr
Lewes, DE 19958

FIRE EQUIPMENT
410-310-1695

Phone # 4103101695

jbambary@gmail.com

Estimate

Date	Estimate #
8/25/2023	1607

Name / Address

kent County Sheriff's Office
104 Vickers Dr # B
Chestertown, MD 21620

P.O. No.	Terms
	Due on receipt

Description	Qty	Rate	Total
Bams Will install the following Customer Provided Lighting package from East Coast Emergency Lighting Console, Prisoner 1/3 transport with poly and cage, Push Bumper Gun lock, Extinguisher mount, stop stick mount (customer provided) Rear cover and Electronic Storage box. Stalker Radar unit front and rear antennas, Cradle Point shark fin antenna system, Customer will provide radio, 2 magnetic Mic Bar code scanner, Printer, install Customer Provide Axon Camera system		4,125.00	4,125.00
Stringer flashlight with Charger	1	160.00	160.00
Honeywell Barcode scanner 3320G 2D	1	410.00	410.00
Brother PJ-823A4 Mobile thermal Printer with Vehicle Kit	1	799.00	799.00
Fire Extinguisher mount	1	79.50	79.50
Stalker DSR enhanced radar unit with front antenna	1	3,034.20	3,034.20
Freight	1	96.00	96.00
		Total	

BAM'S BAMS HOOK AND HOSE FIRE EQUIPMENT LLC35155 Battlemixer Dr
Lewes, DE 19958FIRE EQUIPMENT
410-310-1685

Phone # 4103101695

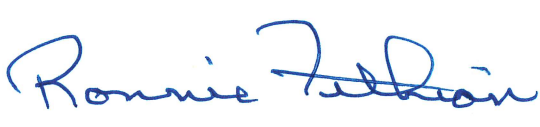
jbambary@gmail.com

Estimate

Date	Estimate #
8/25/2023	1607

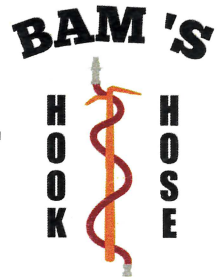
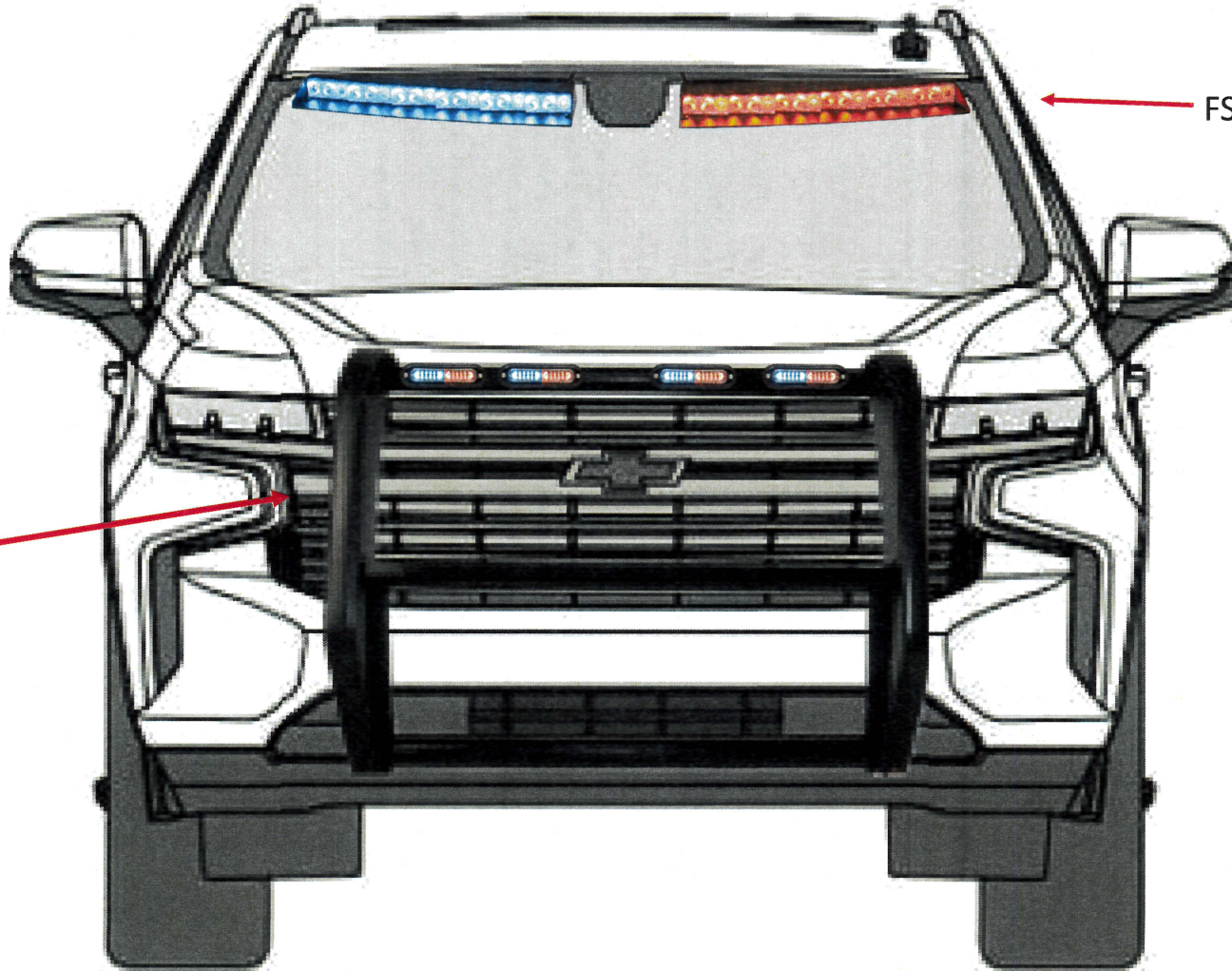
Name / Addresskent County Sheriff's Office
104 Vickers Dr # B
Chestertown, MD 21620

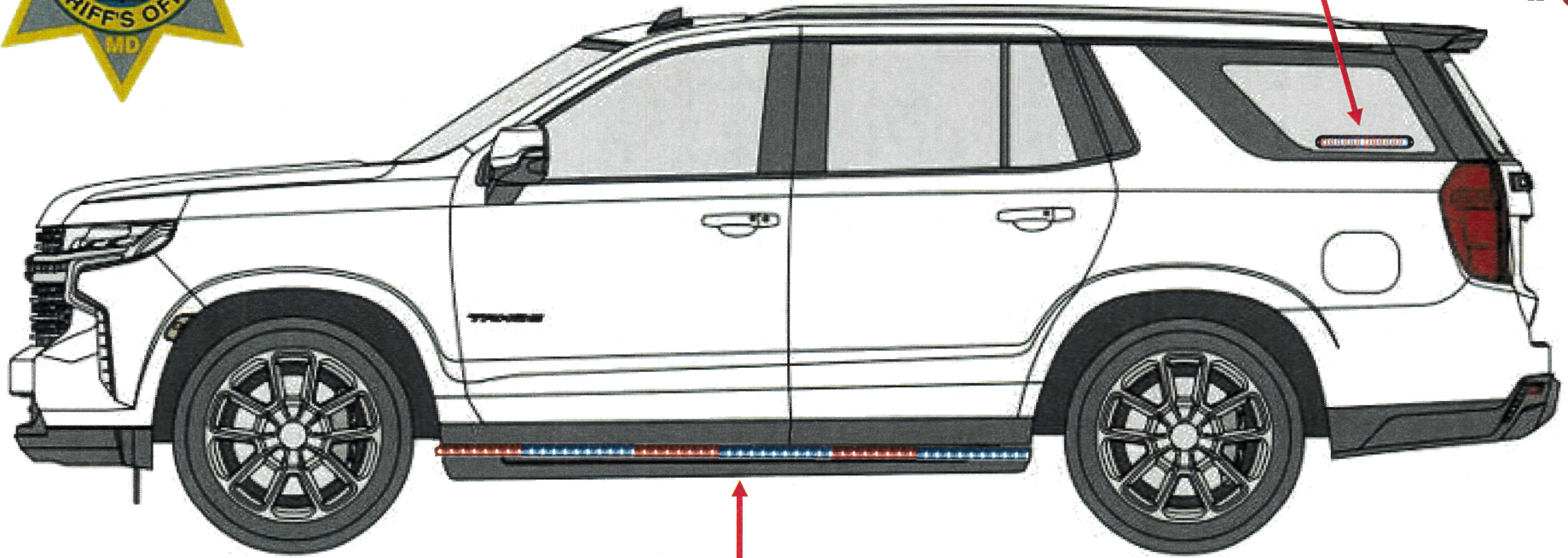
P.O. No.	Terms
	Due on receipt

Description	Qty	Rate	Total
All work to be preformed at Bams Hook and Hose Denton Location Estimate for time of work approximately 10 Business days Customer Supplied equipment must be included when vehicles arrival at Bam's shop. Customer will approve layout of lights before install.		0.00	0.00
Lights will carry Whelen Manufacture warranty 18 Months on the Labor.		0.00	0.00
		Total	\$8,703.70



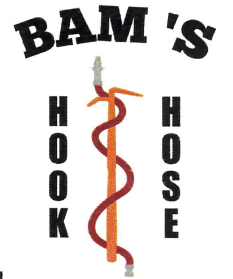
Pro-gard Push
Bumper
(4) ION-T R/B/W
(2) ION-T R/B/W on
Side





(2) Strip Lite Plus R/B

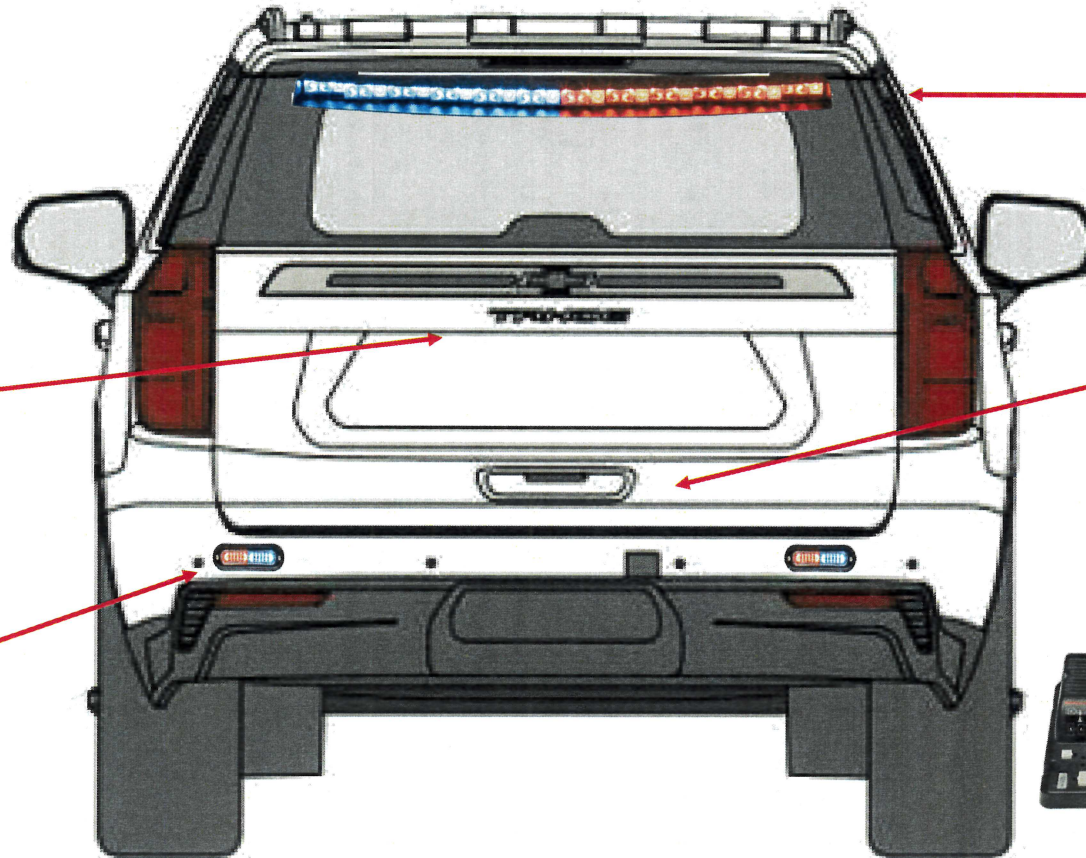
6 Lamp Tracer
(3) R/W
(3) B/W





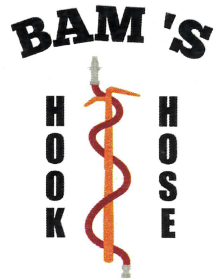
(1) Mini ION-T R/A
(2) Mini ION-T B/A
Facing out Hatch Open

(2) ION-T R/B/W



RST R/B/A

(2) WSLB WorkSide
Compartment Light
Inside Hatch facing In





**State of Maryland Department of Transportation Programs (CTP) Tour
Invitations
10/3/2023
County Commissioners Meeting**

Item Summary:

Maryland Department of Transportation, Annual Consultation Meeting

ATTACHMENTS:

Description

09.28.23 State of Maryland, Maryland Department of Transportation, Consolidation Transportation Programs (CTP) Tour Invitations

09.28.23 Maryland Department of Transportation Annual Consultation Meeting Invitation Enclosures



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

September 28, 2023

Senator Stephen S. Hershey, Jr.
District 36
James Senate Office Building, Room 420
11 Bladen St.
Annapolis, MD 21401

RE: Maryland Department of Transportation, Annual Consultation Meeting

Dear Senator Hershey:

An invitation has been extended to you regarding the annual Maryland Department of Transportation overview of the Consolidated Transportation Programs (CTPs) for Kent County. It is an opportune time to discuss the transportation needs of Kent County. You can attend the meeting virtually, in person, or by calling in. If you would like to attend the meeting virtually, please provide an email address to the Commissioners' Office at the email address listed below. An invitation will be sent with a link just prior to the meeting date. If you would like to call in by phone, please dial 1-872-239-8359 and enter the conference id number 757864133 followed by the pound (#) symbol.

Kent County is now accepting State legislative proposals for revisions or additions to Maryland law or a Legislative Bond Initiative request. Please see the attached notices for more information.

On behalf of the County Commissioners of Kent County, I hope to see you at the Kent County Commissioners' regularly scheduled meeting on Tuesday, October 24, 2023, at 10:00 a.m. If you would, please kindly confirm your attendance by October 12, 2023, with the Commissioners' Office at kentcounty@kentgov.org.

Very truly yours,

A handwritten signature in black ink, appearing to read "Shelley L. Heller".

Shelley L. Heller
County Administrator

SLH:tlt

Enclosures

cc: The County Commissioners of Kent County, Maryland
The Honorable Jay A. Jacobs
The Honorable Steven J. Arentz
The Honorable Jefferson L. Ghrist



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

September 28, 2023

The Honorable Jay A. Jacobs
Lowe House Office Building, Room 321
6 Bladen Street
Annapolis, MD 21401-1912

The Honorable Steven J. Arentz
Lowe House Office Building, Room 308
6 Bladen Street
Annapolis, MD 21401-1912

The Honorable Jefferson L. Ghrist
Lowe House Office Building, Room 430
6 Bladen Street
Annapolis, MD 21401-1912

RE: Maryland Department of Transportation, Annual Consultation Meeting

Dear Delegates Jacobs, Arentz and Ghrist:

An invitation has been extended to you regarding the annual Maryland Department of Transportation overview of the Consolidated Transportation Programs (CTPs) for Kent County. It is an opportune time to discuss the transportation needs of Kent County. You can attend the meeting virtually, in person, or by calling in. If you would like to attend the meeting virtually, please provide an email address to the Commissioners' Office at the email address listed below. An invitation will be sent with a link just prior to the meeting date. If you would like to call in by phone, please dial 1-872-239-8359 and enter the conference id number 757864133 followed by the pound (#) symbol.

Kent County is now accepting State legislative proposals for revisions or additions to Maryland law or a Legislative Bond Initiative request. Please see the attached notices for more information.

On behalf of the County Commissioners of Kent County, I hope to see you at the Kent County Commissioners' regularly scheduled meeting on Tuesday, October 24, 2023, at 10:00 a.m. If you would, please kindly confirm your attendance by October 12, 2023, with the Commissioners' Office at kentcounty@kentgov.org.

Very truly yours,

A handwritten signature in black ink, appearing to read "Shelley L. Heller".

Shelley L. Heller
County Administrator

SLH:tl

Enclosures

cc: The County Commissioners of Kent County, Maryland
The Honorable Stephen S. Hershey, Jr.

R. Clayton Mitchell, Jr. Kent County Government Center

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



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

September 28, 2023

Mayor Donald E. Sutton and Council
Town of Betterton
100 Main Street
P.O. Box 339
Betterton, MD 21610

RE: Maryland Department of Transportation, Annual Consultation Meeting

Dear Mayor Sutton and Council Members:

An invitation has been extended to you regarding the annual Maryland Department of Transportation overview of the Consolidated Transportation Programs (CTPs) for Kent County. It is an opportune time to discuss the transportation needs of Kent County. You can attend the meeting virtually, in person, or by calling in. If you would like to attend the meeting virtually, please provide an email address to the Commissioners' Office at the email address listed below. An invitation will be sent with a link just prior to the meeting date. If you would like to call in by phone, please dial 1-872-239-8359 and enter the conference id number 757864133 followed by the pound (#) symbol.

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Shelley L. Heller
County Administrator

SLH:tlt

Enclosures

cc: The County Commissioners of Kent County, Maryland



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

September 28, 2023

Mayor Kevin Hemstock and Council
Town of Millington
402 Cypress Street
P.O. Box 330
Millington, MD 21651

RE: Maryland Department of Transportation, Annual Consultation Meeting

Dear Mayor Hemstock and Council Members:

An invitation has been extended to you regarding the annual Maryland Department of Transportation overview of the Consolidated Transportation Programs (CTPs) for Kent County. It is an opportune time to discuss the transportation needs of Kent County. You can attend the meeting virtually, in person, or by calling in. If you would like to attend the meeting virtually, please provide an email address to the Commissioners' Office at the email address listed below. An invitation will be sent with a link just prior to the meeting date. If you would like to call in by phone, please dial 1-872-239-8359 and enter the conference id number 757864133 followed by the pound (#) symbol.

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Shelley L. Heller
County Administrator

SLH:tl

Enclosures

cc: The County Commissioners of Kent County, Maryland



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

September 28, 2023

Mayor David Foster and Council
Town of Chestertown
118 N. Cross Street
Chestertown, MD 21620

RE: Maryland Department of Transportation, Annual Consultation Meeting

Dear Mayor Foster and Council Members:

An invitation has been extended to you regarding the annual Maryland Department of Transportation overview of the Consolidated Transportation Programs (CTPs) for Kent County. It is an opportune time to discuss the transportation needs of Kent County. You can attend the meeting virtually, in person, or by calling in. If you would like to attend the meeting virtually, please provide an email address to the Commissioners' Office at the email address listed below. An invitation will be sent with a link just prior to the meeting date. If you would like to call in by phone, please dial 1-872-239-8359 and enter the conference id number 757864133 followed by the pound (#) symbol.

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Shelley L. Heller
County Administrator

SLH:tlt

Enclosures

cc: The County Commissioners of Kent County, Maryland



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

September 28, 2023

Mayor John T. Carroll and Council
Town of Galena
101 S. Main Street
Galena, MD 21635

RE: Maryland Department of Transportation, Annual Consultation Meeting

Dear Mayor Carroll and Council Members:

An invitation has been extended to you regarding the annual Maryland Department of Transportation overview of the Consolidated Transportation Programs (CTPs) for Kent County. It is an opportune time to discuss the transportation needs of Kent County. You can attend the meeting virtually, in person, or by calling in. If you would like to attend the meeting virtually, please provide an email address to the Commissioners' Office at the email address listed below. An invitation will be sent with a link just prior to the meeting date. If you would like to call in by phone, please dial 1-872-239-8359 and enter the conference id number 757864133 followed by the pound (#) symbol.

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Shelley L. Heller
County Administrator

SLH:tl
Enclosures

cc: The County Commissioners of Kent County, Maryland



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

September 28, 2023

Mayor James Cook and Council
Town of Rock Hall
5585 Main Street
P.O. Box 367
Rock Hall, MD 21661

RE: Maryland Department of Transportation, Annual Consultation Meeting

Dear Mayor Cook and Council Members:

An invitation has been extended to you regarding the annual Maryland Department of Transportation overview of the Consolidated Transportation Programs (CTPs) for Kent County. It is an opportune time to discuss the transportation needs of Kent County. You can attend the meeting virtually, in person, or by calling in. If you would like to attend the meeting virtually, please provide an email address to the Commissioners' Office at the email address listed below. An invitation will be sent with a link just prior to the meeting date. If you would like to call in by phone, please dial 1-872-239-8359 and enter the conference id number 757864133 followed by the pound (#) symbol.

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Shelley L. Heller
County Administrator

SLH:tlt
Enclosures

cc: The County Commissioners of Kent County, Maryland



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

PUBLIC NOTICE

Kent County Is Accepting State Legislative Proposals Until October 10, 2023

The Kent County Commissioners have established a timeline in preparation for the County Commissioners' 2024 State Legislative Package. Any member of the public interested in submitting a legislative proposal for a revision or addition to Maryland law or submitting a Legislative Bond Initiative Request is invited to submit a written request to the Board of Kent County Commissioners by submitting proposal documentation to the Office of the County Commissioners by October 10, 2023 or if mailed to the address below postmarked by October 6, 2023:

County Commissioners of Kent County, Maryland
R. Clayton Mitchell, Jr. Kent County Government Center
400 High Street
Chestertown MD 21620

All legislative proposals will be linked to the County website for viewing by the public and presented to the County Commissioners during a public hearing on October 24, 2023. Anyone submitting a proposal is asked to attend the public hearing to provide a brief synopsis of the proposal and answer any questions the Board members or public may have. If the hearing is to take place virtually, further instruction will be provided regarding virtual or call-in participation.

Thereafter, all proposals will be compiled into a preliminary legislative package and reviewed by the County Commissioners at a work session on November 7, 2023, where they will determine which of the proposals will be included in the Kent County Commissioners' 2024 State Legislative Package and forwarded to the Kent County Delegation in November.

For more information, contact the County Commissioners' Office at 410-778-4600 x 4. Members of the public with special needs may contact the Maryland Relay Service at 711, or Relay Service TDD: 800-735-2258.

By order of:

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

Sondra M. Blackiston
Clerk

PUBLISH: KCN 09/28/23



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

NOTICE OF PUBLIC HEARING

The County Commissioners of Kent County, Maryland will hold a public hearing on Tuesday, October 24, 2023, at 10:00 a.m., in the Commissioners' Hearing Room, R. Clayton Mitchell, Jr. Kent County Government Center, 400 High Street, Chestertown, MD 21620. The purpose of the hearing is to review and receive comments on the proposed revisions or additions to Maryland law or Legislative Bond Initiative Requests for consideration to the County Commissioners.

The meeting is open to the public. The agenda will be published at <https://www.kentcounty.com/commissioners/meeting-agenda> 24 hours in advance of the hearing. 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, October 20, 2023.

By order of:

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

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

Sondra M. Blackiston
Clerk

PUBLISH: KCN 10/19/23



Henry Highland Garnet Alumni 10/3/2023 County Commissioners Meeting

Item Summary:

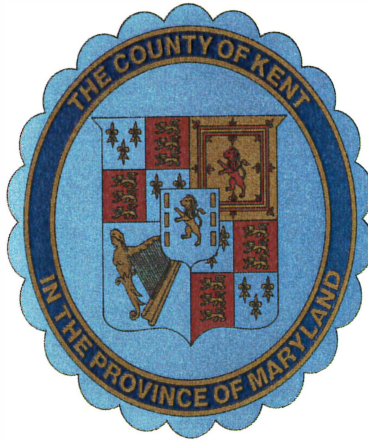
Certificates of Appreciation

ATTACHMENTS:

Description

09.19.23 Henry Highland Garnet Alumni 2023, Patricia Alexander, Certificate of Appreciation

09.19.23 Henry Highland Garnet Alumni 2023, Elizabeth Lively, Certificate of Appreciation



Certificate of Appreciation

Patricia Alexander

WHEREAS, The County Commissioners of Kent County, Maryland, are proud to help promote and recognize the Accomplishments of people in our community; and

WHEREAS, we recognize the faithfulness that Patricia Alexander has shown within the community of Kent County, Maryland; and

WHEREAS, you have continuously committed to the community of Kent County, Maryland, to which you have rendered outstanding services and support.

NOW, THEREFORE, We, the County Commissioners of Kent County, Maryland, are pleased to join the Henry Highland Garnet Alumni in expressing our deep appreciation of your efforts.

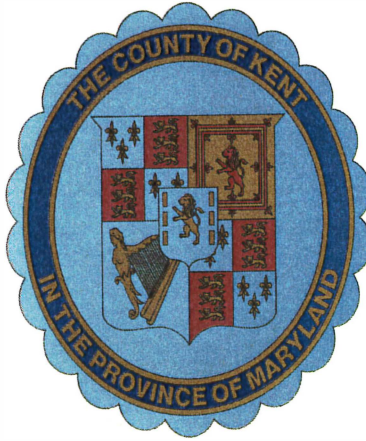
THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND


Ronald H. Fithian, President


Albert H. Nickerson, Member


John F. Price, Member

September 19, 2023



Certificate of Appreciation

Elizabeth Lively

WHEREAS, The County Commissioners of Kent County, Maryland, are proud to help promote and recognize the Accomplishments of people in our community; and

WHEREAS, we recognize the faithfulness that Elizabeth Lively has shown within the community of Kent County, Maryland; and

WHEREAS, you have continuously committed to the community of Kent County, Maryland, to which you have rendered outstanding services and support.

NOW, THEREFORE, We, the County Commissioners of Kent County, Maryland, are pleased to join the Henry Highland Garnet Alumni in expressing our deep appreciation of your efforts.

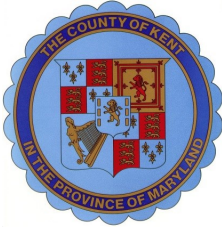
THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND


Ronald H. Fithian, President


Albert H. Nickerson, Member


John F. Price, Member

September 19, 2023



Thomas N. Yeager, County Attorney
10/3/2023
County Commissioners Meeting

Item Summary:

Notification Letter

ATTACHMENTS:

Description

10.03.23 Paul Tue III and Doncella Wilson, Minary's Dream Alliance, Inc., Per Diem License



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

October 3, 2023

Paul Tue III, Co-Founder
Doncella Wilson, Co-Founder
Minary's Dream Alliance, Inc.
9155 American Legion Road
Chestertown, MD 21620

Re: Special Class C Per Diem Licenses

Mr. Tue III and Ms. Wilson:

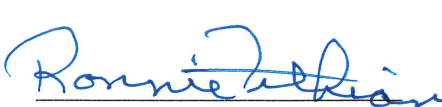
We hope your special fundraising event on September 16, 2023, was successful. We are also pleased to hear that Bonnie S. Pearsall, Inspector, Kent Alcohol and Tobacco Enforcement (KATE) received the full cooperation of the event staff of Minary's Dream Alliance during her site inspection on the day of the event.

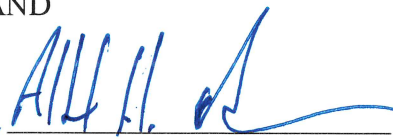
Unfortunately, the Board received numerous complaints by phone call and in person at its meeting on September 19, 2023, during public comment. The complainants stated the noise during the event was unnecessary, primarily too loud, and disturbed community members in proximity to the event. The main concern raised was the volume of the live music. If Minary's Dream Alliance chooses to apply for a per diem license in the future, the Board may not be able to consider granting it because of the issues that were raised.

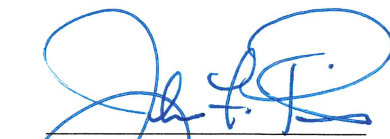
Item Number 4 of the Special Class C License states as follows: *"No unnecessary noise or disturbance that could be a nuisance to the community shall occur."*

As for guidance, the Board suggests that if live music is planned for future events in which an alcoholic beverage license is sought, such events should be held indoors to reduce the risk of disturbance to the neighborhood.

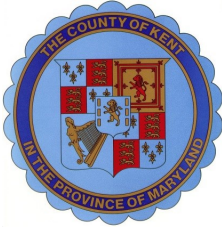
Sincerely,
THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND


Ronald H. Fithian, President


Albert H. Nickerson, Member


John F. Price, Member

Cc: Thomas N. Yeager, County Attorney



Procedures For Public Comment 10/3/2023 County Commissioners Meeting

ATTACHMENTS:

Description

Press and Public Comments

10.03.2023 Public Comments Sign In Sheet

Press and Public Comments

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

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

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

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

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

**PUBLIC COMMENTS
SIGN IN SHEET
October 3, 2023**

NAME (please print)	ADDRESS	TOPIC
Doncella Wilsm	BUSINESS. 9155 American Legion Rd, Chestertown MD.	- Public Comment
Jaquessa Hallaway Truxon	9155 American Legion - Chestertown MD	Public Comment.
Robert Thomas	502 Kathryn Ct Denton MD	Public Comment
Daron Teat	201 Roosevelt Dr. Chestertown, MD	public comment
KRISTINA HERMAN	27982 REDMILL ST KENNEDYVILLE MD 21645	PUBLIC COMMENT
Pat Nugent	225 Richard Dr	Public Comment



American Rescue Plan Act (ARPA) Funds Spend Plan 10/3/2023 County Commissioners Meeting

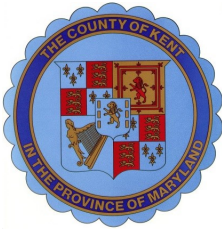
ATTACHMENTS:

Description

9-26-2023 ARPA Fund Commissioner Report

AMERICAN RESCUE PLAN ACT FUND
AS OF COMMISSIONER MEETING MINUTES DATED
9/26/2023

Project	Department	Project Estimate	Date Approved	Amount Approved	Date Completed
Feed the Elderly Year 1	Local Management Board	112,800	08/31/21	112,800	9/30/2022
Feed the Elderly Year 2 and 3	Local Management Board	204,115	03/08/22	204,115	
Clarifloculator Replacement Project	Water & Wastewater Fund	275,000	08/31/21	275,000	6/28/2022
Clarifloculator Replacement Project Change Order #1		2,817	01/11/22	2,817	6/28/2022
Clarifloculator Replacement Project Change Order #2		90,642	01/11/22	90,642	11/23/2022
AV System	Information Technology	71,254	10/26/21	71,254	5/17/2023
IT Software	Information Technology	27,095	10/26/21	27,095	8/10/2022
Neighborhood & Infrastructure Grants	Information Technology	258,402	12/14/21	258,402	
A/V Equipment in EOC	Emergency Operation Center	14,087	02/01/22	14,087	
SCADA Pump Station Monitoring	Water & Wastewater Fund	110,065	02/08/22	110,065	
Millington/RT301 Wastewater Treatment Feasibility Study	Water & Wastewater Fund	57,500	02/08/22	57,500	
Millington/RT301 Wastewater Conveyance System Capacity Study		9,500	09/27/22	9,500	
Tolchester Wastewater-Design Services Influent Screen	Water & Wastewater Fund	52,910	02/08/22	52,910	
Tolchester Wastewater - Bid Services and Const. Management		35,735	09/27/22	35,735	
Tolchester Wastewater Influent Screen Construction		600,914	04/25/23	600,914	
Worton WWTP Influent Lagoon Engineer Design & Bid Services	Water & Wastewater Fund	33,076	03/22/22	33,076	
Worton WWTP Influent Lagoon Engineer Const. Management		43,736	03/08/23	43,736	
Worton WWTP Lagoon Sludge Removal Contract		1,400,725	12/13/22	1,400,725	
Worton WWTP Lagoon Sludge Removal Contract Change Order #1		30,000	06/13/23	30,000	
Worton WWTP Lagoon Sludge Removal Contract Change Order #2		(486,784)	08/08/23	(486,784)	
Kennedyville Pump Station #2 Relocation Design	Water & Wastewater Fund	52,338	09/27/22	52,338	
Kennedyville Pump Station #2 Relocation Const. Management		Deferred			
Kennedyville Pump Station #2 Construction		Deferred			
Worton/Kennedyville GIS Water and Sewer Facilities Mapping	Water & Wastewater Fund	75,770	09/27/22	75,770	
Worton Vehicle Storage Building & site prep/lighting/heat	Water & Wastewater Fund	40,000	10/25/22	40,000	
Worton WWTP Solids Press Replacement Design	Water & Wastewater Fund	40,000.00			
Worton WWTP Solids Press Replacement Construction Management		20,000.00			
Worton WWTP Solids Press Replacement		250,000.00			
Total Amount of Funds Committed		<u>\$ 3,421,697</u>		<u>\$ 3,111,697</u>	
Amount of ARPA Funds		3,766,777		3,766,777	
Balance of ARPA Funds Remaining		<u>\$ 345,080</u>		<u>\$ 655,080</u>	



Contingency and Use of Fund Balance Report 10/3/2023 County Commissioners Meeting

ATTACHMENTS:

Description

9-26-2023 Commissioner Report Contingency

**FY24 CONTINGENCY & USE OF FUND BALANCE
AS OF COMMISSIONERS MEETING MINUTES DATED
September 26, 2023**

[illegible]



Ronald Fithian, President
10/3/2023
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.