

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

May 23, 2023

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

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

Public Notices

FY2024 Budget Hearing, June 6, 2023

Proposed Fiscal Year 2024

Notice Of A Proposed Real Property Tax Increase

Code Home Rule Bill No. 2-2023 Industrial Structures In 301 Corridor

Public Hearing Notice

Consent Items

#1 - Regular Session Minutes, May 16, 2023

#2 - Liquor Minutes, May 16, 2023

#3 - Public Hearing Minutes, May 16, 2023

Recognition

Kris Hemstetter, Principal, Kent County High School

2023 Maryland Green School Recognitions

Kent County High School

Galena Elementary School

Julie Handzo, Department of Social Services

Certificate of Appreciation For Robin Hawthorne

Appointments

Calvin Ball, President, and Michael Sanderson, Executive Director, Maryland Association of Counties (MACo)

Annual Visit

Rob Rager, Community Relations Manager, Maryland Department of Transportation

Proposed Weight Restriction MD 299 Bridge Over Jacobs Creek

Judi Olinger, Executive Director, Chesapeake Neighbors

Mission Summary

Frank Cinquegrani, Senior Account Manager, Enterprise Fleet Management

Program Overview

Public Works Director

Mike Moulds, Director, Public Works

Roads Division, FY2023 Roadway Line Striping Contract

Departmental Appointments

Jamie Williams, Director, Economic and Tourism Development

Economic and Tourism Development Commission Appointment Recommendation

Bill Mackey, Director, Planning, Housing, and Zoning

Request To Release Bonds

Jillyn Coleman, Director, Parks and Recreation

Parks and Recreation Advisory Board Appointments

Jillyn Coleman, Director, Parks and Recreation

Betterton Beach Discussion

County Administrator

Maryland Department of Housing and Community Development

2023 Annual Housing Bond Allocation

Request for Waiver of Penalty Fees

Kent Alcohol and Tobacco Enforcement KATE

Bonnie S. Pearsall, Inspector, Kent Alcohol and Tobacco Enforcement

License Update

Bonnie S. Pearsall, Inspector, Kent Alcohol and Tobacco Enforcement

License Update

Bonnie S. Pearsall, Inspector, Kent Alcohol and Tobacco Enforcement

Request to Change Members

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

(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.)



FY2024 Budget Hearing, June 6, 2023
5/23/2023
County Commissioners Meeting

ATTACHMENTS:

Description

05.18.23 Public Notice Proposed Fiscal Year 2024 County Budget



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

**KENT COUNTY PUBLIC NOTICE
PROPOSED FISCAL YEAR 2024 COUNTY BUDGET**

Notice is hereby given that the Commissioners of Kent County will hold a public hearing for the Proposed FY2024 Budget on June 6, 2023, at 6:00 p.m. in the Commissioners' Hearing Room, of the R. Clayton Mitchell Jr., Kent County Government Center, 400 High Street, Chestertown, Maryland. The hearing is open to the public, and the public is encouraged to attend. The County offers three (3) options for the public to provide input in the public hearing process.

1. In-person
2. Email: kentcounty@kentgov.org
3. U.S. Mail: 400 High Street, Chestertown, MD 21620

Please contact the County Commissioners' Office at (410) 778-4600 and press 4 if you need further instructions on how to participate in the public hearing process.

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 05/18/23



**Notice Of A Proposed Real Property Tax Increase
5/23/2023
County Commissioners Meeting**

ATTACHMENTS:

Description

FY24 Constant Yield AD

Constant Yield Ad - 5.18.23 Kent News

**KENT COUNTY, MARYLAND
NOTICE OF A PROPOSED
REAL PROPERTY TAX INCREASE**

The Board of County Commissioners of Kent County, Maryland proposes to increase real property taxes.

1. For the tax year beginning July 1, 2023, the estimated real property assessable base will increase by 2.37%, from \$3,054,226,645 to \$3,126,635,350.

2. If Kent County, Maryland maintains the current tax rate of \$1.012 per \$100 of assessment, real property tax revenues will increase by 2.37% resulting in \$732,776 of new real property tax revenues.

3. In order to fully offset the effect of increasing assessments, the real property tax rate should be reduced to \$.9886, the constant yield tax rate.

4. The County is considering not reducing its real property tax rate enough to fully offset increasing assessments. The County proposes to adopt a real property tax rate of \$1.022 per \$100 of assessment. This tax rate is 3.38% higher than the constant yield tax rate and will generate \$1,044,296 in additional property tax revenues.

A public hearing on the proposed real property tax rate increase will be held at 6:00 p.m. on June 6, 2023, at 400 High Street, Chestertown, MD.

The hearing is open to the public, and public testimony is encouraged. Persons with questions regarding this hearing may call 410-778-7478 for further information.

DEER

From
Page 15

and how many hunters are shooting them. Combined with antler harvest metrics, and records from State Farm for total miles driven and deer collisions, DNR can predict the number of deer per year.

Eyler said that despite popular belief, their data indicates a stable deer population.

"It's definitely too high in some areas," he noted.

Eyler praised the hunters in the room — 80,000

deer are harvested a year, of those hunters remove 40-50,000 female ones.

"The services hunters provide are invaluable."

The fee for licenses hunters need also goes back into the economy.

"That's 400 million dollars to the state," he said.

"We're throwing the kitchen sink at hunting. The season's from early September to February. All our seasons and bag limits encourage harvest of female deer. We allow crossbows, muzzle loaders, everything to keep hunters engaged."

Eyler's solution lies with

the hunters. Allow Sunday hunting statewide perhaps and hunt in areas that have are unhunted.

The second speaker, Luke Macaulay, a wildlife management specialist, showed the kind of damage these "large rats," cause. He portrayed a portion of an alfalfa field fenced in, compared to an unprotected area. The leaves in the fenced area were plump and spreading, but almost skeletal in the unprotected.

That's because a 150 pound deer eats nine to 12 pounds of foliage daily. He agreed with Eyler that le-

thal is the best way to prevent the deer problem, but produced other methods to stave the deer off if that was not an option.

Forage soybeans and other food plot plantings are shown to draw deer away from a main crop. He said fencing helps but could be costly. Plastic mesh works for deer but not rabbits, he added. Some fencing hurt turtles too. Repellents depend on the weather, and you have to reapply after a rain.

Really, lethal is the way to go, he agreed.

Macaulay said they need to encourage high density hunting on a single day. That means getting a large group of hunters out the same day harvesting. Then hunters leave that property for a while to prevent the deer's learning behavior of becoming nocturnal and cunning.

Dr. Colby Ferguson of Maryland Farm Bureau, dove into the financial havoc deer cause. Based on discussions with farmers around the state, the average crop loss from deer is around \$50 per acre per farm, he said. With nearly 1.1 million acres in cropland, this means about \$60 million in losses a year.

There was some help coming from the State Senate, Ferguson pointed out. In the 2023 legislative session, they passed Senate Bill 327: Hunting, Wildlife Conservation, and Outdoor Recreation Funding, Promotion, Management, Licenses, Permits, and Stamps.

A portion of the funding increase goes to the creation and funding of a farmer cost-share program to provide funding for farmers to plant forage crops on private agricultural land to reduce the loss of crops.

Ferguson pointed out more funding is needed to help reduce crop damage.

"It is devastating," he said.

Costs of deer damage escalate because of health concerns to the public, which David Crum, DVM, MPH State Public Health Veterinarian, and Katherine Feldman, DVM, MPH addressed.

Crum talked about zoonosis, diseases which can be transmitted to humans from animals, and referred mainly to deer ticks. Deer are not affected with Lyme disease, Crum said, nor do



Wildlife Management Specialist for the University of Maryland Luke Macaulay was one of the experts at the Deer Summit, speaks about the importance of high density hunting to deter deer's natural survival instincts.

they infect ticks.

There are no human cases of rabies in Maryland either, he pointed out.

Finally, Krum said that deer are not a threat "at this time" to spread Covid-19.

One issue was the federal control over "approved sources," of food. Why can't wild venison be sold commercially, one farmer asked? Dr. Clifford S. Mitchell, MD, said they need to track it for health reasons.

A landowner brought up if the state is willing to compensate for livestock loss due to coyote, and grain due to bear, why weren't they willing to compensate for deer in this region?

Many mentioned Sunday hunting should be allowed statewide. One person in the audience cautioned that approach.

Another said noted state legislation has a tremendous impact on getting policies changed.

One commenter said hunters and farmers are getting older. What's being done to encourage the younger generation to farm and hunt, he asked.

Atticks said, "We're just starting the discussion. Our different departments and university will cooperate and get some recommendations based on what was discussed today."

The report has to go to

the legislature by December.

"We've got our work to do. This is the first of the discussions that will help inform that," Atticks said.

The list of speakers closed on a hopeful note. Josh Wilson relayed his story of how his father came up with Farmers and Hunters Feeding the Hungry. Wilson's father encountered a poor woman on the roadside, struggling to get a deer home and process it before it went bad.

Wilson's father assisted her, then later had the idea to unite hunters and farmers to feed the needy.

From his father's vision, grew a nationwide effort uniting volunteers across America.

Wilson brought up the issue of processing. What good is harvesting a deer if you can't get it processed safely? There is a shortage, and more needs to be done to encourage processing.

Kent County does not have a processing center. The closest one is in Sudlersville in Queen Anne's County. But according to Eyler, this region is not a problem for overpopulation. Kent County has many areas, unsafe for deer to roam. Sunday hunting here is allowed.

It ain't safe for deer here. That's a good thing.

KENT COUNTY, MARYLAND NOTICE OF A PROPOSED REAL PROPERTY TAX INCREASE

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A public hearing on the proposed real property tax rate increase will be held at 6:00 p.m. on June 6, 2023, at 400 High Street, Chestertown, MD.

The hearing is open to the public, and public testimony is encouraged. Persons with questions regarding this hearing may call 410-778-7478 for further information.



Code Home Rule Bill No. 2-2023 Industrial Structures In 301 Corridor 5/23/2023 County Commissioners Meeting

Item Summary:

Public Hearing Notice

ATTACHMENTS:

Description

CHR Bill No. 2-2023 Industrial Structures In 301 Corridor, Public Hearing Notice

CHR Bill No. 2-2023 Industrial Structures In 301 Corridor, DRAFT Legislation



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

May 16, 2023
Legislative Session Day

Legislative Session Day
May 16, 2023

CODE HOME RULE
BILL NO. 2-2023

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 Public Local Laws of Kent County, Maryland, also known as the Kent County Land Use Ordinance, in order to update Article V. District Regulations, Section 11. Commercial District, § 11.5 Density, Area, Height, Width, and Yard Requirements, by adding a new provision to regulate the height of industrial structures in general and by adding a new provision to regulate the permitted height of industrial structures in the 301 Corridor; to update Article V. District Regulations, Section 14. Employment Center District, § 14.5 Density, Height, Width, Bulk, and Fence Requirements, by adding a new provision to regulate the permitted height of industrial structures in the 301 Corridor; to update Article V. District Regulations, Section 15. Industrial District, § 15.5 Density, Height, Width, and Fence Requirements, by adding a new provision to regulate the permitted height of industrial structures in the 301 Corridor; and to update Article XI, Definitions, Section 2. Definitions, by adding a new definition for the Route 301 Corridor, inserted as item #278.25.

A hearing will be held on June 13, 2023, at 10:00 a.m. in the Commissioners' Hearing Room, R. Clayton Mitchell, Jr., Kent County Government Center, 400 High Street, Chestertown, Maryland. The agenda for the meeting will be published online 24 hours in advance of the meeting at www.kentcounty.com/commissioners/meeting-agenda. Citizens are encouraged to participate in the public hearing process. If you require communication assistance, please contact the County Commissioners' Office at (410) 778-4600 and press 4 or visit Maryland Relay at www.mdrelay.org no later than noon on Friday, June 9, 2023.

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

By order of:

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

Sondra M. Blackiston
Clerk

PUBLISH: KCN 05/25/23, 06/01/23

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

May 16, 2023
Legislative Session Day

Legislative Session Day
May 16, 2023

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THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

Ronald H. Fithian, President

INTRODUCED, read the first time, May 16, 2023, ordered posted and public hearing scheduled on June 13, 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 June 13, 2023. Reported favorably [with] [without] amendments; read the second time and ordered to be considered on July 18, 2023, a legislative session day.

BILL NO. 2-2023

1

CAPITALS & BOLD INDICATES MATTER ADDED TO EXISTING LAW.

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

A BILL ENTITLED CHR 2-2023 INDUSTRIAL STRUCTURES IN 301 CORRIDOR

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 11. COMMERCIAL DISTRICT

...

11.5 DENSITY, AREA, HEIGHT, WIDTH, AND YARD REQUIREMENTS

...

Height ¹

- INDUSTRIAL STRUCTURE	45 FEET
- INDUSTRIAL STRUCTURE IN 301 CORRIDOR	60 FEET
- Commercial <i>structure</i>	45 feet
- Residential <i>structure</i>	38 feet
- Fence ²	
- Security	8 feet
- Ornamental	
Front and <i>side yard</i>	4 feet
Rear <i>yard</i>	8 feet

¹ Except in an area defined as the Kent County *Airport* Safety Area, the height limitations do not apply to: belfries; ornamental towers and spires; church spires; public monuments; commercial radio, personal wireless facility, and television towers less than 200 feet in height; stage towers or scenery lofts; tanks; conveyors; silos and corn dryers; elevator bulkheads; fire towers; water towers; standpipes; and flag poles.

² Fences do not need to meet yard requirements.

SECTION 2.ARTICLE V.
DISTRICT REGULATIONS

SECTION 14. EMPLOYMENT CENTER DISTRICT

...

14.5 DENSITY, HEIGHT, WIDTH, BULK, AND FENCE REQUIREMENTS

	STANDARD	INDUSTRIAL SUBDIVISION
...		
Height		
- Industrial <i>structure</i>	45 feet	45 feet
- INDUSTRIAL STRUCTURE IN 301 CORRIDOR	60 FEET	60 FEET
- Residential <i>structure</i>	35 feet	35 feet
- Towers, silos, etc.	150 feet ⁵	150 feet ⁵
- Fence ⁶		
- Security	8 feet	8 feet
- Ornamental		
<i>Front and Side</i>	4 feet	4 feet
<i>Rear</i>	8 feet	8 feet
Maximum building footprint		
- Distribution Center		
- Route 301 Corridor	NA	NA
- Other locations	75,000 sq. ft.	75,000 sq. ft.
- Other industrial <i>buildings</i>		
- Route 301 Corridor	NA	NA
- Other locations	250,000 sq. ft.	250,000 sq. ft.
- Office <i>buildings</i> *	10,000 sq. ft.	10,000 sq. ft.

⁵ Except in the *Airport* Safety Zone

⁶ Fences do not need to meet the yard requirements.

SECTION 3.ARTICLE V.
DISTRICT REGULATIONS

SECTION 15. INDUSTRIAL DISTRICT

...

15.5 DENSITY, HEIGHT, WIDTH, BULK, AND FENCE REQUIREMENTS

...

Height

	STANDARD	INDUSTRIAL SUBDIVISION
- Industrial <i>structure</i>	45 feet	45 feet
- INDUSTRIAL STRUCTURE IN 301 CORRIDOR	60 FEET	60 FEET
- Residential <i>structure</i>	35 feet	35 feet
- Towers, silos, etc.	150 feet ⁵	150 feet ⁵
- Fence ⁶		
- Security	8 feet	8 feet
- Ornamental		
<i>Front and Side</i>	4 feet	4 feet
<i>Rear</i>	8 feet	8 feet

Maximum building footprint

- Distribution Center		
- Route 301 Corridor	NA	NA
- Other locations	75,000 sq. ft.	75,000 sq. ft.
- Other industrial <i>buildings</i>		
- Route 301 Corridor	NA	NA
- Other locations	250,000 sq. ft.	250,000 sq. ft.
- Office <i>buildings</i> *	10,000 sq. ft.	10,000 sq. ft.

⁵ Except in the *Airport* Safety Zone.

⁶ Fences do not need to meet the yard requirements.

SECTION 4.

ARTICLE XI.
DEFINITIONS

SECTION 2. DEFINITIONS

...

278. Rooming House - A *building* where, for compensation and by prearrangement for definite periods, lodging, meals, or lodging and meals are provided for three or more persons but containing no more than five guest rooms or *rental units*.

278.25 ROUTE 301 CORRIDOR - ONE OF TWO GROWTH AREAS IN KENT COUNTY IDENTIFIED BY THE COMPREHENSIVE PLAN, WHICH INCLUDES LAND ADJACENT TO AND ONE MILE EAST AND ONE MILE WEST OF THE NINE-MILE-LONG SECTION OF U.S. ROUTE 301, AS IT PASSES FROM NORTH TO SOUTH THROUGH KENT COUNTY, MARYLAND, AND ADDING THOSE PROPERTIES THAT ARE ZONED EMPLOYMENT CENTER AND INDUSTRIAL, WHICH ARE LOCATED ALONG MD 299 IN MASSEY.

278.5 Rural Inn*** - A facility for the purpose of providing overnight lodging to the general public for compensation and only by prearrangement, and at which dining facilities may also be offered for guests and the general public, in accordance with the following:

...

SECTION 5. 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

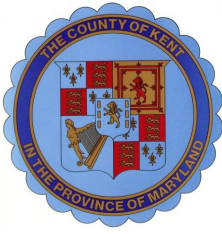
(SEAL)

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.



**#1 - Regular Session Minutes, May 16, 2023
5/23/2023
County Commissioners Meeting**

ATTACHMENTS:

Description



#2 - Liquor Minutes, May 16, 2023
5/23/2023
County Commissioners Meeting

ATTACHMENTS:
Description



**#3 - Public Hearing Minutes, May 16, 2023
5/23/2023
County Commissioners Meeting**

ATTACHMENTS:

Description



Kris Hemstetter, Principal, Kent County High School
5/23/2023
County Commissioners Meeting

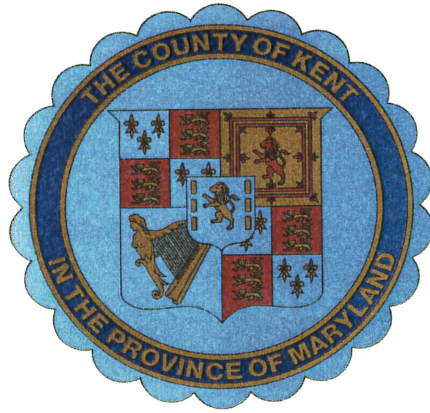
Item Summary:

2023 Maryland Green School Recognitions
Kent County High School
Galena Elementary School

ATTACHMENTS:

Description

05.23.23 Certificate of Recognition, Kent County High School
05.23.23 Certificate of Recognition, Galena Elementary School



Certificate of Recognition

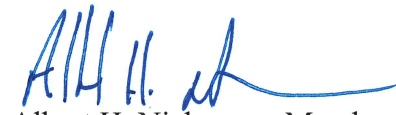
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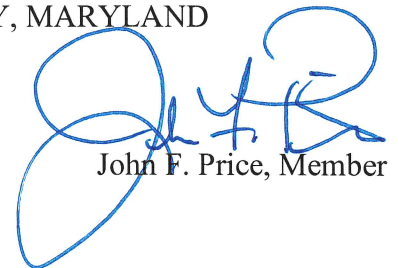
Kent County High School
is hereby recognized

for being named a Maryland Green School in 2023, for their outstanding environmental education programs and significant contributions from students and staff in this endeavor. As a recognized Maryland Green School, Kent County High School is a highly visible model for other Kent County schools and the community. Students and staff have demonstrated how the environment can be integrated into the instructional program, how environmental best management practices can be employed in the building and on the school grounds and how local environmental issues can be explored through partnerships in the community. We, the County Commissioners of Kent County, are pleased to congratulate Kent County High School for this notable achievement of being recognized as one of the outstanding Maryland Green Schools in our county and state.

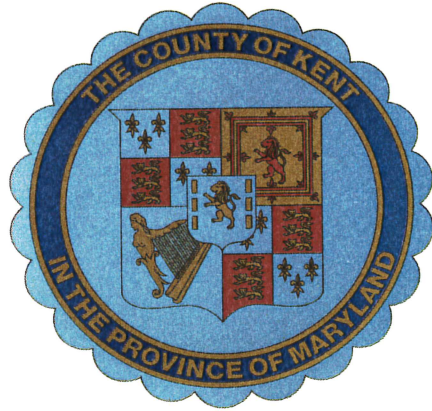
THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND


Ronald H. Fithian, President


Albert H. Nickerson, Member


John F. Price, Member

May 23, 2023



Certificate of Recognition

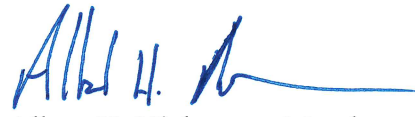
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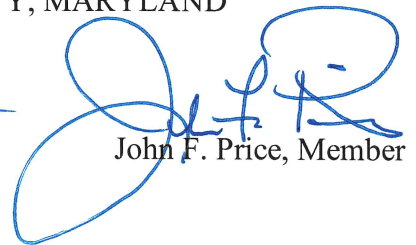
Galena Elementary School
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THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND


Ronald H. Fithian, President


Albert H. Nickerson, Member


John F. Price, Member

May 23, 2023



Julie Handzo, Department of Social Services
5/23/2023
County Commissioners Meeting

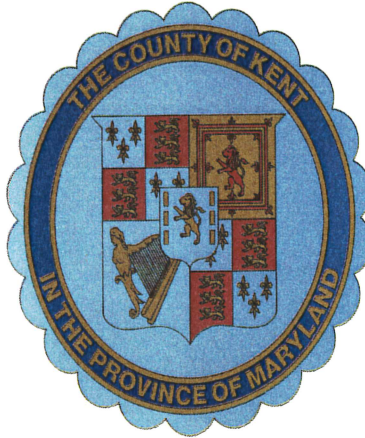
Item Summary:

Certificate of Appreciation For Robin Hawthorne

ATTACHMENTS:

Description

05.23.23 Certificate of Appreciation, Robin Hawthorne



Certificate of Appreciation

This is to certify that

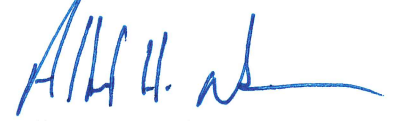
Robin Hawthorne

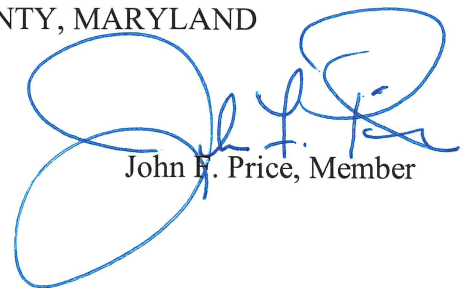
is hereby recognized

for twenty-three (23) years of service as a Family Investment Specialist Supervisor in the Department of Human Services, Kent County Department of Social Services. Such commitment and loyalty are admired and well respected by all those who have had the honor of working with her. We, the County Commissioners of Kent County, Maryland, thank you for your continued devotion and dedication, and public service to Kent County and the community.

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND


Ronald H. Fithian, President


Albert H. Nickerson, Member


John F. Price, Member

May 23, 2023



**Calvin Ball, President, and Michael Sanderson, Executive Director,
Maryland Association of Counties (MACo)**

5/23/2023

County Commissioners Meeting

Item Summary:

Annual Visit

ATTACHMENTS:

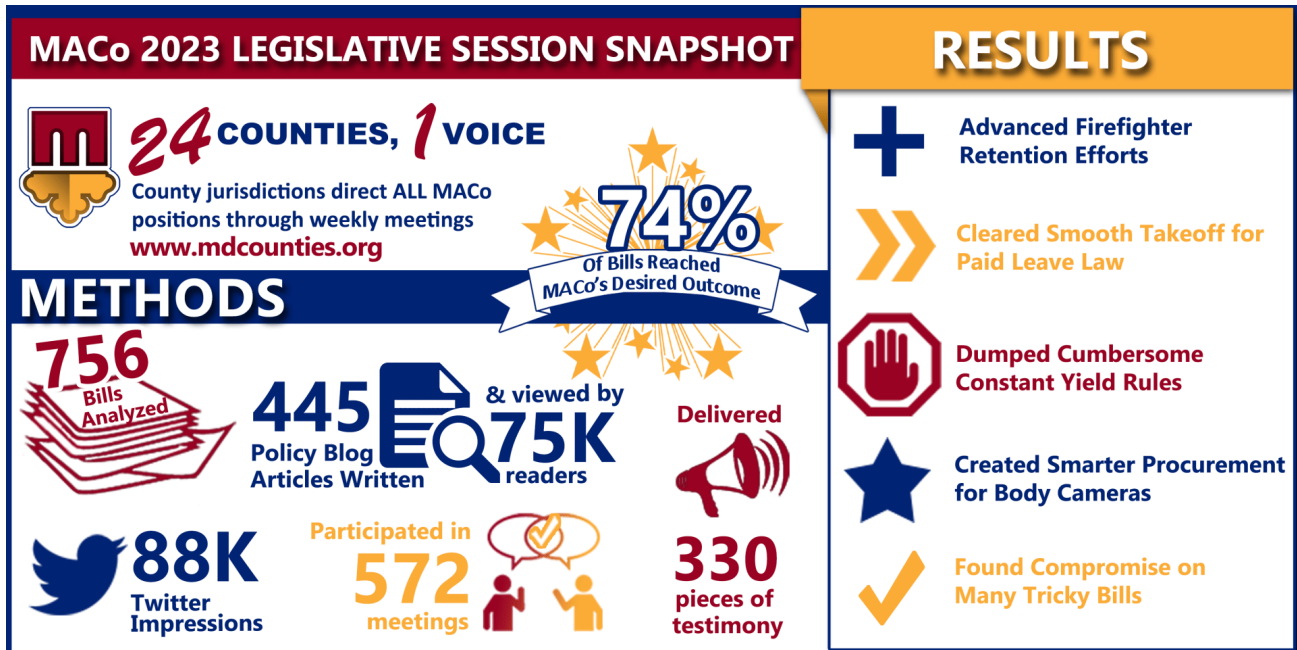
Description

April 2023 Road Trip Handout

Maryland Association of Counties (MACo)

Calvin Ball, Howard County Executive and 2023 MACo President

Michael Sanderson, MACo Executive Director



Some Good Outcomes	Some Hard-Fought Compromises	Some Lingering Issues
State's Budget and Fiscal Plan: - No cost shifts onto counties - No serious service reductions	Forest Conservation Act - Will advance Maryland's policies on tree re-planting - Adds important local flexibility and authority for banking, etc.	State Budget Surplus - Eroded, and a March revenue write-down has Annapolis bracing for tougher times ahead - <i>Carryover to locals?</i>
Constant Yield - Requirement rewritten more sensibly - Should reduce voter confusion	Paid Leave Law - Amended to allow employers clear window to implement/opt out	Adult-use Cannabis: - Modest local revenues - Narrow zoning authority
Firefighters Commission - Will look at tricky recruitment/retention	Buying Body Cameras - Through smarter procurement with State	Body Camera Footage - Still a bad fit under MD's Public Information Act



2023 End of Session Wrap-Up: State Operating Budget

[Kevin Kinnally](#) / April 13, 2023 / [County News](#) / [General Assembly News](#) / [State Budget and Fiscal Issues](#)

The segments below provide a brief overview of MACo's work on State budget policy in the 2023 General Assembly.

County governments receive support through multiple state operating budget programs, and shifts in the State's budget can affect county governments. MACo seeks county budget security by maintaining current State funding levels, new funding programs, and enhancements in areas of growth and need.

In addition to the swearing-in of a new governor, the 445th legislative session kicked off with more relaxed health and safety measures compared to the turbulence of the last few years. This enabled MACo's policy team to dynamically engage with private-sector stakeholders, legislators, and representatives across all levels of government. Under these more conventional circumstances, MACo's advocacy led to a plethora of favorable outcomes for its members.



Follow these links for more coverage on our Conduit Street blog and Legislative Database.

State Operating Budget

The Maryland General Assembly passed a \$63 billion fiscal 2024 budget, which provides \$11.5 billion in aid to local governments — more than \$1 billion over fiscal 2023. The funding increase is driven primarily by an additional \$811 million for K-12 education/libraries.

The budget does not shift any costs to county governments. It fully funds all state-mandated spending formulas, including increases for community colleges, highway user revenues, local health departments, and county disparity grants.

Highlights of the State budget include:

Achieves Structural Balance: Ongoing general fund revenues exceed ongoing expenditures by over \$150 million in fiscal 2024.

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Preserves Reserves: About \$2.85 billion in cash resources are preserved, including \$2.5 billion in the Revenue Stabilization Account (Rainy Day Fund) (10 percent of general fund revenues) and \$351 million in the General Fund. The level of reserves retained for the future exceeds the goals of the Spending Affordability Committee.

Reserves Funds for Tax Relief: The budget plan reserves almost \$200 million of general funds to provide tax relief at roughly the same level as the governor proposed.

Saves Resources to Meet the State's Commitment to Fund the Blueprint: The budget plan appropriates \$900 million to the Blueprint for Maryland's Future Fund to cover the out-year costs of Blueprint implementation.

Increases Funding for Public Schools: Under the committee's budget proposal, State support for public schools will total \$8.7 billion. Direct aid to local school systems will increase an estimated \$660.7 million, or 9.1 percent, including full funding of all fiscal 2024 Blueprint mandates.

General Fund: End-of-year Balances Actions of the Conference Committee Fiscal 2022-2024 (\$ in Millions)

	2022 <u>Actual</u>	2023 <u>Working</u>	2024 <u>Allowance</u>
Total Funds Available	\$26,429	\$30,418	\$27,491
Total Spending	20,931	28,026	27,140
Cash Balance/(Shortfall)	\$5,499	\$2,392	\$351
Structural Balance (Ongoing Revenues Less Ongoing Spending)	\$3,692	\$1,230	\$151
Ratio (Ongoing Revenues/Ongoing Operating Costs)	118.1%	105.3%	100.6%
Estimated Rainy Day Fund Balance – June 30	\$1,662	\$2,924	\$2,511
Available Cash Balance (General Funds + Rainy Day Fund Above 10%)	\$5,499	\$2,967	\$353

Source: DLS

What the Budget Means for Counties

Revising "Net Taxable Income" and Why it Matters

One of the formulaic components to calculate the Disparity Grant and State education aid is each county's income tax revenue from the prior tax year. For the fiscal 2024 allowance, the tax year used for the calculation is 2021.

The Comptroller of Maryland annually produces a report that includes this information. However, delays in processing tax returns led the Comptroller to issue a revised report showing 20 percent increases in county tax revenues rather than the 8.5 percent increase shown in the earlier report. The corrected data became available after the Comptroller received new data, and updating multiple budget components here is attributable to that updated, more complete information.

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The updated information about county net taxable income includes several late-filed returns, which are generally more complicated and often come from higher-income filers. So, the net effect of the updated data is to show jurisdictions with a relatively high density of late-filed returns to appear more wealthy relative to the statewide average.

The State uses this source data, on the taxable income of residents in each county, in multiple ways:

- The Disparity Grant program provides additional funds to counties that generate substantially less revenue from income taxes relative to the Statewide average
- Most State Aid to Education is based on a wealth-equalizing formula, with county net taxable income as one of its two major components, which guides the State/local share of total funding for each jurisdiction.

Disparity Grants

The Disparity Grant Program provides noncategorical State aid to low-wealth jurisdictions. It promotes equity across jurisdictions to overcome disparate tax bases — ensuring that counties, which rely on local income taxes for substantial revenue, can generate sufficient yield to fund schools, public health, public safety, roadway maintenance, and other essential community services.

Recent years have seen State-imposed “caps” in this program that artificially lessen the effective aid for eligible jurisdictions, including those who have exercised the maximum county income tax rate. Over the past five years, cap provisions have reduced state funding under the Disparity Grant Program by hundreds of millions.

Under the Disparity Grant program, each jurisdiction receiving funds is scheduled for a funding increase by recognizing the revised income data, as they (in effect) fell further behind the statewide average. The governor included over \$53 million in a supplemental budget to update those distributions.

The effects of this change are shown below:

Disparity Grant Fiscal 2024			
<u>County</u>	<u>2024 Allowance</u>	<u>2024 Using Updated Tax Data</u>	<u>Difference</u>
Allegany	\$2,191,823	\$5,504,536	\$3,312,713
Baltimore City	72,447,237	79,051,790	6,604,553
Caroline	3,735,016	4,686,791	951,775
Cecil	306,236	1,080,718	774,482
Dorchester	3,576,617	3,934,595	357,979
Garrett	2,024,790	2,131,271	106,481
Prince George's	61,178,750	98,482,132	37,303,382
Somerset	6,186,178	7,229,163	1,042,984
Washington	2,652,060	2,990,075	338,014
Wicomico	12,231,747	15,063,448	2,831,701
Total	\$166,530,455	\$220,154,519	\$53,624,064

Source: DLS

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Education

In Aid to Education, the revisions of wealth data change the State/local funding split for every jurisdiction in different ways. Those jurisdictions that fell further behind the statewide average income tax per pupil would see additional State aid and an offsetting reduction in required local support (unless the county is otherwise subject to its own "Maintenance of Effort" calculation). Other counties that gained relatively more net taxable income would see the reverse – a reduced share of State aid and increased county-required funding.

In fiscal 2024, State support for public schools will total \$8.7 billion. Direct aid to local school systems will increase an estimated \$660.7 million, or 9.1 percent, including full funding of all fiscal 2024 Blueprint mandates.

Total State Aid to Public Schools in Fiscal 2024

County	FTE Enrollment	Total State Education Aid	Per Pupil Amount	Ranking by Per Pupil Aid	
Allegany	7,699.00	\$103,575,368	\$13,453	1.	Somerset \$17,963
Anne Arundel	81,911.50	598,503,281	7,307	2.	Baltimore City 17,009
Baltimore City	69,639.75	1,184,514,938	17,009	3.	Caroline 15,237
Baltimore	106,795.25	996,997,377	9,336	4.	Wicomico 14,613
Calvert	15,011.25	124,579,248	8,299	5.	Dorchester 14,333
Caroline	5,357.00	81,626,236	15,237	6.	Allegany 13,453
Carroll	25,323.25	198,636,534	7,844	7.	Prince George's 13,302
Cecil	14,344.00	149,580,829	10,428	8.	Washington 12,119
Charles	26,637.75	279,332,052	10,486	9.	Charles 10,486
Dorchester	4,212.75	60,379,862	14,333	10.	Cecil 10,428
Frederick	45,219.25	402,792,732	8,908	11.	St. Mary's 9,444
Garrett	3,294.25	29,360,349	8,913	12.	Baltimore 9,336
Harford	36,915.75	327,649,542	8,876	13.	Garrett 8,913
Howard	56,130.75	413,910,191	7,374	14.	Frederick 8,908
Kent	1,650.00	13,273,818	8,045	15.	Harford 8,876
Montgomery	155,523.00	1,100,050,780	7,073	16.	Calvert 8,299
Prince George's	124,660.75	1,658,223,641	13,302	17.	Kent 8,045
Queen Anne's	7,091.00	49,125,854	6,928	18.	Carroll 7,844
St. Mary's	16,853.25	159,165,812	9,444	19.	Howard 7,374
Somerset	2,561.00	46,003,184	17,963	20.	Anne Arundel 7,307
Talbot	4,227.00	24,598,834	5,819	21.	Montgomery 7,073
Washington	21,193.75	256,840,713	12,119	22.	Queen Anne's 6,928
Wicomico	14,211.50	207,670,648	14,613	23.	Talbot 5,819
Worcester	6,330.00	35,531,740	5,613	24.	Worcester 5,613
Unallocated		148,390,831	174		
Total	852,792.75	\$8,650,314,395	\$10,144	State Average	\$10,144

FTE: full-time equivalent

Source: DLS (figures subject to change)



Community Colleges

The budget includes \$476.3 million provided through the Cade formula. This \$40 million annual increase in funding reflects a 12 percent increase in State support for local community colleges.

Transportation

In fiscal 2024, local highway user revenues will total \$331.4 million, representing a \$57.2 million or 20.8 percent increase from the prior year.

Since fiscal 2010, local highway user revenues have increased by \$167.9 million, representing a 5.2 percent average annual increase. Despite this increase, State funding for local highway user revenues remains below the funding provided in fiscal 2007, when funding reached a high of \$554.9 million.

County and municipal shares are based on road mileage and vehicle registration. In fiscal 2024, county governments will receive \$78.6 million, and municipal governments will receive \$51.0 million. Baltimore City has generally received a larger share of local highway user revenues than other jurisdictions because the State does not conduct highway maintenance or construction within the city (except for portions of I-95). As a result, Baltimore City will receive \$201.8 million.

These distributions increase for fiscal 2025 through fiscal 2027. Beginning in fiscal 2028, the allocations revert to the fiscal 2024 distribution, as shown below:

Local Share of Highway User Revenues

	<u>FY 23</u>	<u>FY 24</u>	<u>FY 25</u>	<u>FY 26</u>	<u>FY 27</u>
MDOT	86.5%	84.4%	82.0%	80.0%	80.0%
Baltimore City	8.3%	9.5%	11.0%	12.2%	12.2%
Counties	3.2%	3.7%	4.3%	4.8%	4.8%
Municipalities	2.0%	2.4%	2.7%	3.0%	3.0%

MDOT: Maryland Department of Transportation

Source: Department of Legislative Services

Police Aid

The budget includes \$75.8 million for police aid, a \$0.8 million or 1.1 percent decrease over the prior year. Both county and municipal governments receive funding under the program.

The State gives grants to local governments to help provide police protection services, which are distributed through a formula based on population and population density. Grants are shared between counties and municipalities based on expenditures, and cities receive an additional grant based on the number of police officers.

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The budget also includes \$45.9 million in enhanced funding for police aid to address violent crime, representing the second year that the State budget included additional funding for this purpose. The allocation is based on each jurisdiction's share of violent crimes committed across the state. Violent crime offenses include murder and nonnegligent manslaughter, rape, robbery, and aggravated assault.

Local Health Departments

The budget includes record funding for local health departments, which grows to nearly \$116 million, a 14.3 percent increase over the current year's budget.

Local Health Grants – Funding Trend Fiscal 2020-2024

County	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	Share of Total - FY 24
Allegany	\$1,947,439	\$3,706,930	\$4,527,133	\$4,093,549	\$5,014,251	4.3%
Anne Arundel	4,790,100	5,208,624	5,773,969	8,214,852	9,402,356	8.1%
Baltimore City	8,593,298	8,777,841	8,815,066	10,698,514	11,515,049	9.9%
Baltimore	5,668,282	5,900,513	5,929,538	6,980,878	7,536,946	6.5%
Calvert	880,792	1,113,965	1,930,423	2,722,646	3,265,010	2.8%
Caroline	1,002,659	1,077,620	1,128,797	1,885,926	2,171,057	1.9%
Carroll	2,307,715	2,408,025	2,990,292	3,937,937	4,559,350	3.9%
Cecil	1,608,120	1,769,688	2,288,974	2,877,385	3,313,094	2.9%
Charles	1,667,362	2,832,216	4,275,553	4,476,213	5,110,613	4.4%
Dorchester	976,926	961,725	2,001,033	2,388,424	2,851,211	2.5%
Frederick	2,679,432	2,847,951	3,226,332	4,354,037	5,093,376	4.4%
Garrett	987,173	1,425,495	2,007,810	2,292,896	2,775,793	2.4%
Harford	2,978,815	3,588,948	3,750,671	5,228,171	5,951,476	5.1%
Howard	2,323,989	2,384,303	3,165,133	4,941,872	5,973,991	5.2%
Kent	855,312	1,277,396	1,882,272	2,159,012	2,550,916	2.2%
Montgomery	4,148,406	4,222,528	4,422,260	5,180,241	5,592,428	4.8%
Prince George's	6,708,450	8,049,520	7,707,972	8,385,221	9,139,215	7.9%
Queen Anne's	839,250	830,511	1,283,135	1,905,995	2,205,294	1.9%
St. Mary's	1,347,144	1,393,211	1,897,634	3,331,197	3,925,929	3.4%
Somerset	891,071	934,678	1,654,265	1,795,177	2,058,402	1.8%
Talbot	678,255	743,834	946,887	1,763,920	2,119,360	1.8%
Washington	2,500,689	3,660,594	3,136,281	3,876,777	4,437,154	3.8%
Wicomico	1,859,521	2,214,696	2,851,686	4,465,470	5,182,536	4.5%
Worcester	1,166,801	1,701,539	2,972,626	3,354,279	4,020,764	3.5%
Total	\$59,407,001	\$69,032,351	\$80,565,742	\$101,310,589	\$115,765,571	100.0%

Maryland Association of Counties (MACo): 169 Conduit Street, Annapolis, MD 21401 | <http://conduitstreet.mdcounties.org>



Paid Family and Medical Leave



MACo supported SB 828/HB 988 – Family and Medical Leave Insurance Program – Modifications with amendments to delay implementation of the Family Medical Leave Insurance (FAMLI) program and to clarify the private plan equal benefit application process. The Department of Labor offered similar amendments, delaying regulation publication until January 2024 and contributions until October 1, 2024. The bill also made adjustments to several other aspects of the benefits program. Ultimately, the bill was passed with the Department amendments, satisfying MACo's request, and is now awaiting the Governor's signature.

Pharmacy Benefits



MACo opposed HB 382/SB 895 – Maryland Department of Health and Prescription Drug Affordability Board – Managed Care Organizations and Prescription Drug Claims – Study as originally drafted. As drafted and introduced, would have imposed an additional fee on pharmacy prescriptions negotiated by pharmacy benefits managers (PBMs) on behalf of Medicaid. While counties were not the target of the bill as drafted, they have grave concerns with this shift in policy and its eventual effect on all employee health care coverage. Ultimately, the bill passed after it was amended striking any changes to existing pharmaceutical benefits policy and instead to study similar policies nationwide.



MACo opposed HB 357/SB 898 – Pharmacy Benefits Managers – Definition of Purchaser and Alteration of Application of Law. The bill sought to limit the tools Pharmacy Benefits Managers (PBMs) can use to negotiate pharmaceutical prices on behalf of their clients, including county governments. In doing so, it would have greatly disrupted counties' ability to provide our staff with the best and most fiscally responsible benefits for their public service.

The bill would have done so in several ways, including by restricting the abilities to design all aspects of benefits plans, to have full management over contracting with vendors to provide benefits, and to create the checks and balances employers deem necessary to protect staff and their financial contributions to the plan. In practice, HB 357 would substantially limit, if not negate, PBMs' ability to leverage certain cost-saving tools critical to negotiating the best and fairest prescription drug prices for counties and our staff, like requiring 90-day supplies of certain drugs or requiring mail orders to fill certain prescriptions. The bill did not pass in the 2023 session.



Workers' Compensation



MACo opposed SB 406/HB 335 – Workers' Compensation – Occupational Disease Presumptions – First Responders to classify post-traumatic stress disorder diagnosed in first responders a presumed occupational disease that was suffered in the line of duty or course of employment and therefore compensable under the workers' compensation law. The bill did not pass in the 2023 session.



MACo opposed SB 377/HB 590 – Workers' Compensation – Benefits – Offset and Study expanding hearing benefits compensated under workers' compensation and eliminating offsets for plans that offer service-based injury retirement benefits. Working with the Finance committee and other stakeholders, MACo secured amendments striking hearing benefits from the bill and requiring a study to analyze the impact of changes to offsets to county sponsored benefit plans. The bill passed the 2023 session as amended and is awaiting the Governor's signature.



MACo sent a letter of information on HB 919/SB 538 – Workers' Compensation – Occupational Disease Presumptions – Hypertension, which would have greatly altered existing workers' compensation benefits for volunteer and paid firefighters experiencing hypertension, by expanding eligibility and minimizing current requirements. Current law grants volunteer and professional firefighters hypertension as a presumption for worker's compensation, eligible by death or disability. HB 919 would remove that death and disability eligibility requirement and instead grants the benefit even if the claimant is still able to work and even if they choose to continue doing so – a dramatic rethinking of the core notion of workers' compensation.

Furthermore, the bill would only require a basic physical examination to qualify for the benefit, negating the existing presumption that a diagnosis of hypertension is related to the claimant's line of work in firefighting. In doing so, the bill essentially changes the current statute of limitations to claim benefits, making it near impossible to determine when hypertension started and whether it is attributable to firefighting or other factors like genetics and diet, as growing scientific evidence suggests. The bill did not pass in the 2023 session.



Conduit Street Podcast: Evolving Policy on Public Safety Response

Kevin Kinnally / April 21, 2023 / County News / Emergency Management / Feature / News You Can Use / Public Safety and Corrections



Conduit Street Podcast

Evolving Policy on Public Safety Response



April 21, 2023 Maryland Association of Counties



On the latest episode of the Conduit Street Podcast, Dominic Butchko joins Kevin Kinnally and Michael Sanderson to discuss the evolution of public safety and front-line services in Maryland. Hear about county priorities to bolster 9-1-1, career and volunteer fire services, emergency medical services, and law enforcement by ensuring first responders are equipped with the latest technology and resources to save lives and keep communities safe.

The Conduit Street Podcast is available on major platforms like Spotify, Apple, Google, and more. Episodes are also available on MACo's Conduit Street blog.

Conduit Street Blog: A clearinghouse of information on issues affecting Maryland's county governments.



The **MACo Pooled OPEB Investment Trust Fund** is a vehicle designed to help local governments invest current funds toward future obligations for retiree health insurance, a.k.a. “other post-employment benefits.” Recent accounting rule changes have highlighted these liabilities on government balance sheets, and many counties are amidst plans to save toward these future costs.

Why a Trust?

Investing through the **MACo Pooled OPEB Trust** offers governments an opportunity under state law to invest funds in a manner suitable for longer-term assets, and outside the laws generally governing “public funds.” The Trust arrangement ensures that the funds may not be extracted for purposes other than the intended benefits.

Who Can Join?

Both county and municipal governments, and other county-funded entities are welcome to join the MACo OPEB Trust. Whether you have one-time funds to put toward OPEB costs, or are funding annual contributions, the Trust can put your investment to work for your jurisdiction. There is no minimum deposit to join the Trust and establish an account. Funds may be withdrawn at any time.

What is The Trust's Investment Policy?

Overall, the Trustees have adopted a fairly conservative mixed portfolio, with 65% in equities and 35% in fixed income investments. The target rate of return for the Trust is 7% annually, set generally in keeping with industry trends given the diversified portfolio construction. Members may continue to use their own return assumption embedded in local plan valuations. The trust is currently migrating into active investments using a dollar cost averaging method, with some allocations still in cash during that transition.

Why Pool Together?

Pooling assets together have **multiple potential benefits** for participating governments:

- this is a “ready to go” option for a government who doesn’t have a Trust established
- sharing legal and administrative overhead costs reduces each participant’s share
- pooling assets gain opportunities for lower fees for investment advisors
- greater pooled assets gain access to stronger investment options

Trust Advisors:

- **Davenport & Company** – offering Trust management and administrative services
- **McGuire Woods** – offering legal services to the Trust and its members
- **Boomershine Consulting** – actuarial services to the Trust and its members
- **Wilmington Trust** – custodial and reporting services
- **GYL Financial Synergies** – investment consultant to the Trust
- **Clifton Larson Allen** – independent auditors

Where Can I Find More Information?

Contact MACo Executive Director (and ex-officio Trustee) Michael Sanderson at **410.269.0043** or msanderson@mdcounties.org with any inquiries.

Read more online at: <https://www.mdcountries.org/250/OPEB-Trust>



MACo Summer Conference

PRELIMINARY AGENDA

WEDNESDAY, AUGUST 16, 2023

7:30 am - 3:00 pm	Registration Center
9:00 am - 2:00 pm	Golf Tournament (<i>separate registration required</i>)
10:00 am - 4:00 pm	Tech Expo
10:00 am - 4:00 pm	TRADESHOW
10:00 am - 11:00 am	DEEP DIVE EDUCATIONAL SESSION
11:15 am - 12:15 pm	DEEP DIVE EDUCATIONAL SESSION
Noon - 1:30 pm	BOXED LUNCH BUFFET (<i>ticket required</i>)
1:15 pm - 2:15 pm	DEEP DIVE EDUCATIONAL SESSION
2:15 pm - 2:45 pm	POPCORN BREAK
10:45 am - 11:15 am	Solutions Showcase Session
11:30 am - Noon	Solutions Showcase Session
Noon - 1:30 pm	Working Luncheons (<i>ticket required</i>)
12:30 pm - 1:00 pm	Solutions Showcase Sessions
1:15 pm - 1:45 pm	Solutions Showcase Sessions
1:15 pm - 3:00 pm	Academy for Excellence Core Class
2:00 pm - 2:30 pm	Solutions Showcase Sessions
2:45 pm - 3:15 pm	Solutions Showcase Sessions
3:00 pm - 3:15 pm	Networking & Coffee Break
3:15 pm - 4:45 pm	Academy for Excellence Core Class
3:30 pm - 4:30 pm	MACo Good Government Book Club
3:30 pm - 4:30 pm	Forums and Special Sessions

WEDNESDAY =
60+ Tech Exhibits
3 Tech Deep Dives
MUST ATTEND!

MACo Tech Expo

Join MACo from 10 am – 4 pm Wednesday to for our deep-dive intensive technology sessions and hands-on demonstrations of the latest technology for county governments.

Discover MD tech and cyber vendors at MACo's special Wednesday-only tradeshow.

THURSDAY, AUGUST 17, 2023

7:30 am - 4:00 pm	Registration Center
8:00 am - 9:30 am	Continental Breakfast
8:00 am - 9:00 am	Large County Coalition Breakfast
8:00 am - 9:00 am	Rural County Coalition Breakfast
9:00 am - 10:15 am	Welcoming Session & Keynote Address
10:00 am - 10:30 am	Solutions Showcase Sessions
10:00 am - 4:30 pm	Exhibit Halls Open
10:15 am - 10:30 am	Networking & Coffee Break
10:15 am - 11:15 am	<i>Conduit Street</i> Podcast LIVE!
10:45 am - 11:15 am	Solutions Showcase Sessions
11:30 am - Noon	Solutions Showcase Sessions
11:30 am - 1:30 pm	Buffet Lunch (<i>ticket required</i>)
11:30 am - 12:30 pm	Working Luncheons (<i>ticket required</i>)
11:30 am - 12:30 pm	Diversity Caucus Luncheon (<i>ticket required</i>)
12:15 pm - 12:45 pm	Solutions Showcase Sessions
12:45 pm - 1:45 pm	General Session
1:00 pm - 1:30 pm	Solutions Showcase Sessions
1:45 pm - 2:00 pm	Networking & Coffee Break
2:00 pm - 3:00 pm	Educational Sessions (5 options!)
2:30 pm - 3:30 pm	Ice Cream & Fruit Break (<i>ticket required</i>)
3:00 pm - 3:30 pm	Solutions Showcase Sessions
3:30 pm - 4:30 pm	Educational Sessions (5 options!)
4:30 pm - 6:30 pm	Taste of MD Reception (<i>ticket required</i>)
4:30 pm - 6:30 pm	Kids' Party (<i>pre-registration required</i>)

FRIDAY, AUGUST 18, 2023

7:30 am - 2:30 pm	Registration Center
7:30 am - 8:45 am	County Elected Officials' Forum Breakfast (<i>ticket required</i>)
8:00 am - 9:30 am	Continental Breakfast
9:00 am - 2:00 pm	Exhibit Halls Open
9:00 am - 9:30 am	Solutions Showcase Sessions
9:00 am - 10:00 am	General Session
10:00 am - 10:30 am	Networking & Coffee Break
10:00 am - 10:30 am	Solutions Showcase Sessions
10:30 am - 11:30 am	Town Hall Forum, US Senator Cardin
10:45 am - 11:15 am	Solutions Showcase Sessions
11:30 am - Noon	Solutions Showcase Sessions
11:30 am - 1:00 pm	Buffet Lunch (<i>ticket required</i>)
11:45 am - 12:45 pm	Working Luncheons (<i>ticket required</i>)
11:45 am - 12:45 pm	Women of MACo Lunch (<i>ticket required</i>)
12:15 pm - 12:45 pm	Solutions Showcase Session
1:00 pm - 2:00 pm	Educational Sessions (5 options!)
2:00 pm - 2:15 pm	Networking & Coffee Break
2:15 pm - 3:15 pm	Educational Sessions (5 options!)
2:15 pm - 3:15 pm	Solutions Showcase Session
3:15 pm - 4:15 pm	Governor's Cabinet Reception
5:00 pm - 8:00 pm	Crab Feast (<i>ticket required</i>)

SATURDAY, AUGUST 19, 2023

8:00 am - 10:30 am	Registration Center
8:00 am - 9:30 am	Continental Breakfast
9:30 am - 10:30 am	General Session
9:30 am - 10:00 am	Solutions Showcase Sessions
9:30 am - 10:30 am	Academy for Excellence Core Class
10:00 am - 10:30 am	Solutions Showcase Sessions
11:00 am - 11:15 am	Networking & Coffee Break
11:15 am - 12:15 pm	Governor's Closing Address
Noon	Adjournment



**Rob Rager, Community Relations Manager, Maryland Department of
Transportation**

5/23/2023

County Commissioners Meeting

Item Summary:

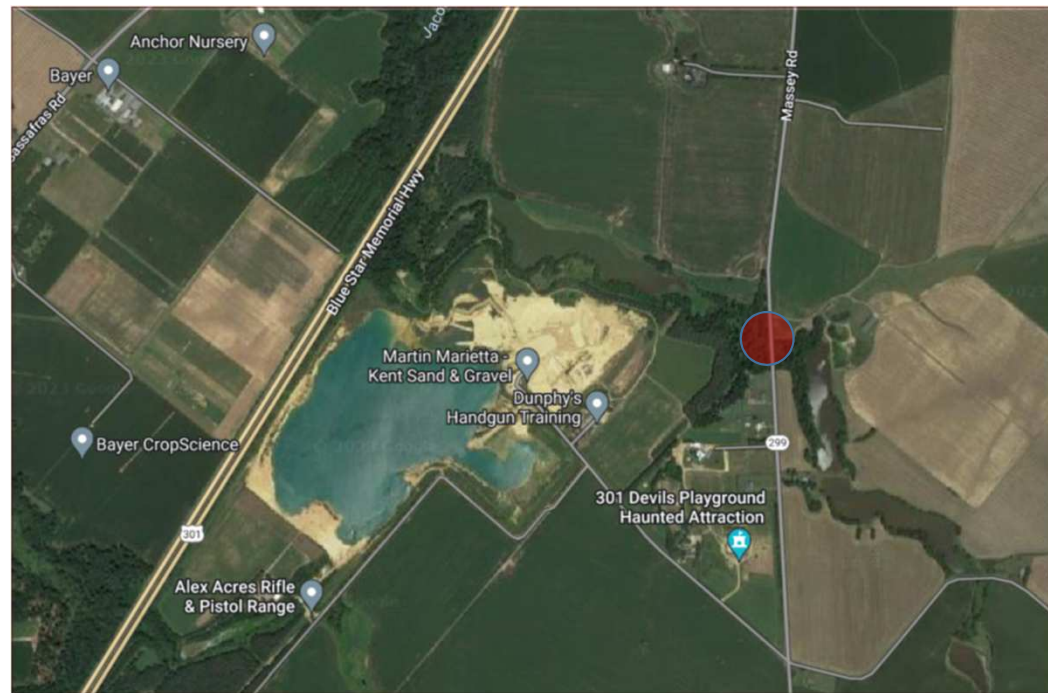
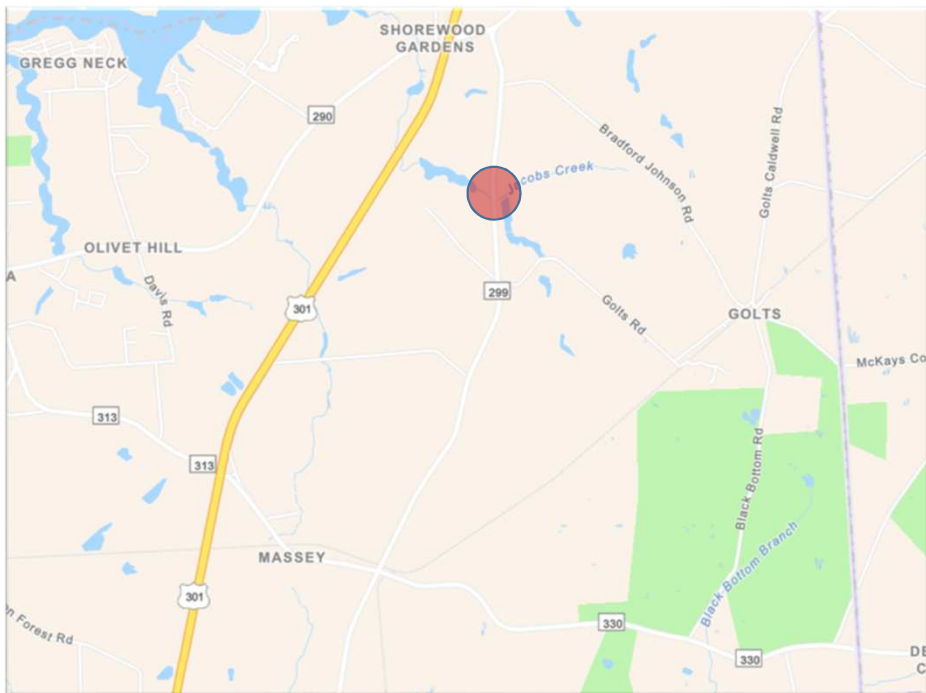
Proposed Weight Restriction MD 299 Bridge Over Jacobs Creek

ATTACHMENTS:

Description

Power Point Presentation 1401800_MD299overJACOBS_CREEK 1.0

MD 299 over JACOBS CREEK



MD 299 over JACOBS CREEK



MD 299 over JACOBS CREEK

- Bridge Constructed 1938
- Mix of Concrete and Timber Construction
- Length of Bridge: 61 feet
- Width of Bridge: 30 feet (26 feet roadway)
- Bridge Last Inspected November 2021
- Overall Bridge Rated In Fair Condition



MD 299 over JACOBS CREEK

- Bridges are weight posted if they are unable to safely carry the maximum weight of a legally loaded vehicle (80,000 pounds for tractor trailers and 70,000 pounds for dump trucks).
- Based on the condition of the timber beams during the last condition inspection, an evaluation of the bridge's load carrying capacity was performed.
- Load Test performed to confirm capacity.
- Continuing to subject bridge to these loads will accelerate the deterioration and may result in the need to close the bridge.

MD 299 over JACOBS CREEK



MD 299 over JACOBS CREEK

- A project to design a replace of the bridge has been started.
- Evaluate the type vehicles used by local farmers and businesses (axle spacing & weights) that may be impacted by the weight posting of the bridge.
- Look into possible actions to reduce the dynamic loading from traffic.
- Timber construction does limit the measures that can be taken to strengthen the bridge.



Judi Olinger, Executive Director, Chesapeake Neighbors
5/23/2023
County Commissioners Meeting

Item Summary:

Mission Summary

ATTACHMENTS:

Description

Chesapeake Neighbors



An Arc Central Chesapeake Region Company



BUILDING THE FUTURE
OF AFFORDABLE HOUSING
IN MARYLAND

HISTORY AND OVERVIEW

Housing is the foundation of everything in a person's life. That's why The Arc Central Chesapeake Region founded Chesapeake Neighbors in 2007. Today, Chesapeake Neighbors develops affordable housing for people of all income levels, focusing on people of low and moderate incomes.

What started as one single-family home has grown to more than 75 units. Chesapeake Neighbors operates in six counties in Maryland and is actively pursuing development opportunities throughout the central Chesapeake region.



MISSION

Chesapeake Neighbors' mission is to develop quality, affordable housing for all.



OUR APPROACH

At Chesapeake Neighbors, we believe access to safe, affordable, and quality housing isn't a luxury—it's a right.

Chesapeake Neighbors develops small, scattered-site, mixed-income projects. Rather than large-scale projects located on the edge of the community, Chesapeake Neighbors prioritizes properties in desirable areas - close to public transportation, grocery stores, and green spaces. We focus on creating opportunities for people to be in the heart of the community, not apart from it, giving access to resources and community amenities that people in low-income areas traditionally do not have.

WHO ARE OUR TENANTS?

Our approach is to develop mixed-income housing by creating units for people with lower incomes first, and then integrating renters with higher incomes at the market-rate rent level to compensate.

Our tenants are people of modest income who want to live in a quality, affordable, safe, and centrally located home. This development philosophy mixes people who wouldn't ordinarily live together, creating true inclusion and fostering an economically diverse community.



CHALLENGE

No community in the state has enough affordable housing to support its residents. While Maryland works hard to create opportunities for its citizens, there is no county in the state where a minimum-wage household can afford to rent a two-bedroom unit.

Even before the pandemic, our state had a shortage of affordable and available rental housing. The pandemic, and inflation, have only made the situation more challenging for renters. Most people spend more than 50% of their incomes on rent, leaving them with little ability to save.

The evolution of telework brought unique challenges to our region. In particular, communities on the Eastern Shore experienced an influx of people moving to the area, purchasing available housing stock, pricing locals out of the market, and driving up the monthly costs of rent.

Housing availability and pricing is a critical issue for our community.

CURRENT PROJECTS

Chesapeake Neighbors is addressing Maryland's affordable housing crisis by bringing 100 new rental units to the market by 2025.

Chesapeake Neighbors is actively working on the following developments:

The Residences at Port Street (Talbot County)

- is located on Port Street in downtown Easton, MD. This development is part of *Port Street Commons* and includes nine 2-and 3-bedroom apartment units. Two units are universally designed, and two are designated as permanent supportive housing through a partnership with the Talbot Interfaith Shelter.

The Primrose (Talbot County) - is located on Aurora Street in downtown Easton, MD. This development is the renovation of a historic Victorian-era boarding house and will have 10-14 units and off-street parking once completed. Two units are designated as permanent supportive housing through a partnership with the Talbot Interfaith Shelter.

The Juliet (Kent County) - is located on High Street in downtown Chestertown, Md. This development is the renovation of a historic home and will have 7 units, one of which will be fully ADA compliant, once completed. The Juliet is located on Chestertown's main thoroughfare.

New Construction (Anne Arundel County)

Chesapeake Neighbors is designing and getting approval to construct 2 new dwellings to build on existing subdividable lots in Severn and Linthicum. Once completed, there will be a total of 3 units.

HOW CAN I SUPPORT CHESAPEAKE NEIGHBORS' WORK?

Chesapeake Neighbors is seeking development opportunities that include renovation and new construction. We are actively soliciting funding to bring more affordable housing to the community. Please contact Judi Olinger, Executive Director, jolinger@chesapeakeneighbors.org, for more information.



**Frank Cinquegrani, Senior Account Manager, Enterprise Fleet
Management**

5/23/2023

County Commissioners Meeting

Item Summary:

Program Overview

ATTACHMENTS:

Description

Kent County Presentation 5-22



FLEET MANAGEMENT



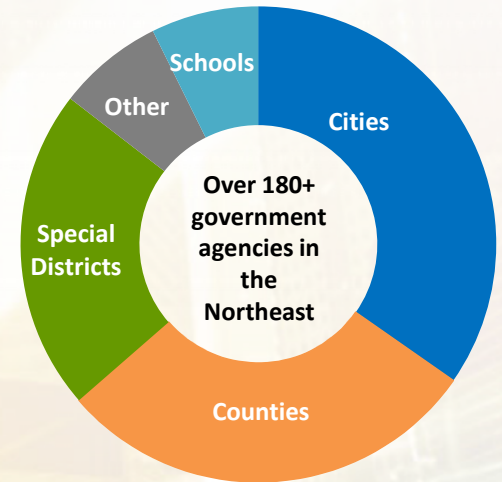
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REFERENCES



BALTIMORE CITY
PUBLIC SCHOOLS



“The partnership with Enterprise Fleet Management has allowed St. Lawrence County to replace a significant portion of the fleet in times when the amount of available capital for expenditures has diminished. Enterprise provided data for estimated fuel, repairs and overall cost of ownership which provided the information needed for the Legislature to make an informed decision.”

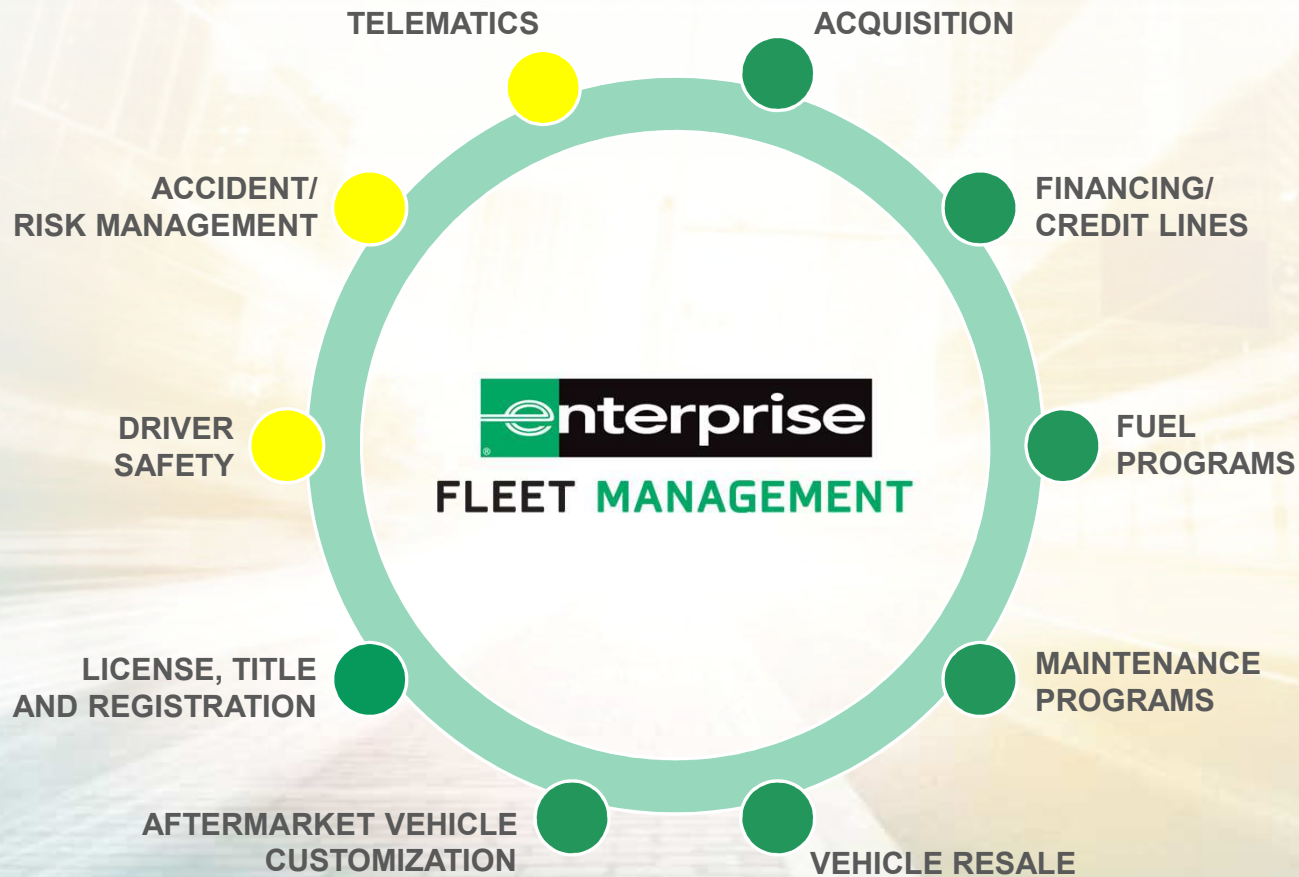
DONALD R. CHAMBERS, ST. LAWRENCE COUNTY SUPERINTENDENT OF HIGHWAYS

APPROVED COOPERATIVE PURCHASING CONTRACTS FOR VEHICLE PROCUREMENT AND FLEET MANAGEMENT:



DELIVERING SOLUTIONS. DRIVING RESULTS.

enterprise
FLEET MANAGEMENT



CONFIDENTIAL AND PROPRIETARY

© 2016 Enterprise Fleet Management, Inc.

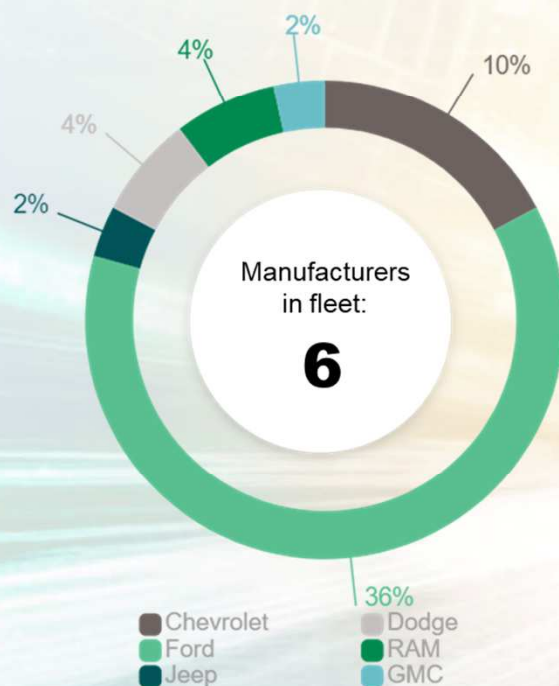
ENTERPRISE PARTNERSHIP SUMMARY

- Partner since May 2018
 - 63 vehicles currently on lease (Sheriff and General Fleet)
- Average Fleet Age (General Fleet)
 - 9.6 model years in 2018 (42 vehicles over 10 years old)
 - 4.5 model years in 2023 (4 vehicles over 10 years old)
 - Average vehicle cycle reduced from 15.10 years to 8 years
- Maintenance Cost (General Fleet)
 - \$110.66 per vehicle in 2018
 - \$50.22 per vehicle last 12 months (April 2022-April 2023)
 - Estimated annual savings of \$54,396!
- Resale (Sheriff and General Fleet)
 - Sold 38 vehicles with average model year age of 2007
 - Average sale price \$2,740.79

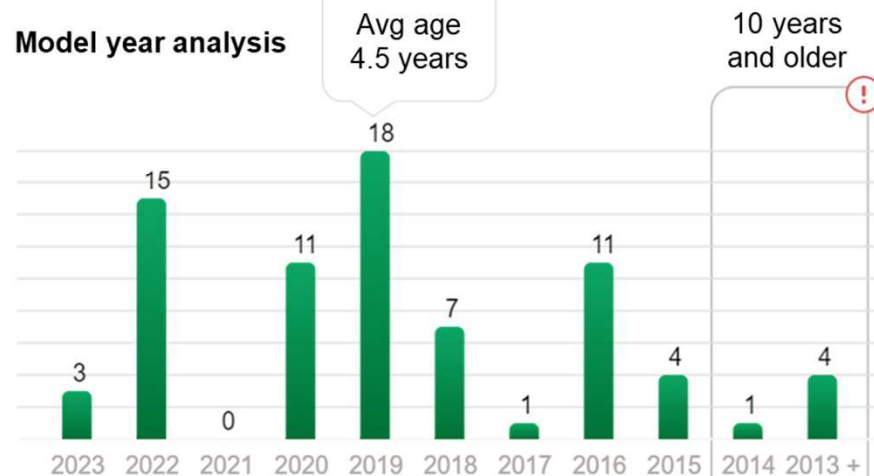
Fleet Profile

Total fleet size: **75** Total fleet value: **\$2,116,663**

Manufacturer breakdown



Model year analysis



Avg holding Period (in years)

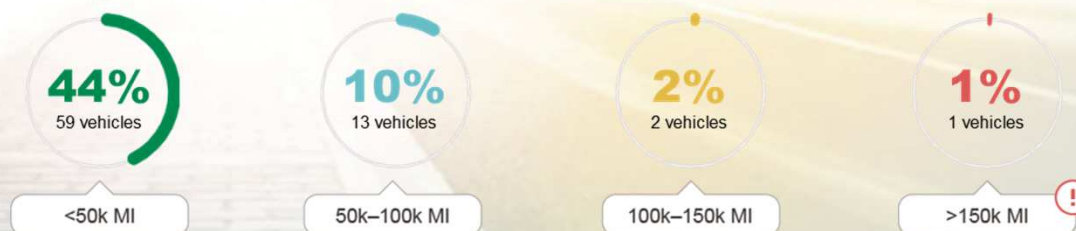
8

Avg annual Acquisitions (Last 5 years)

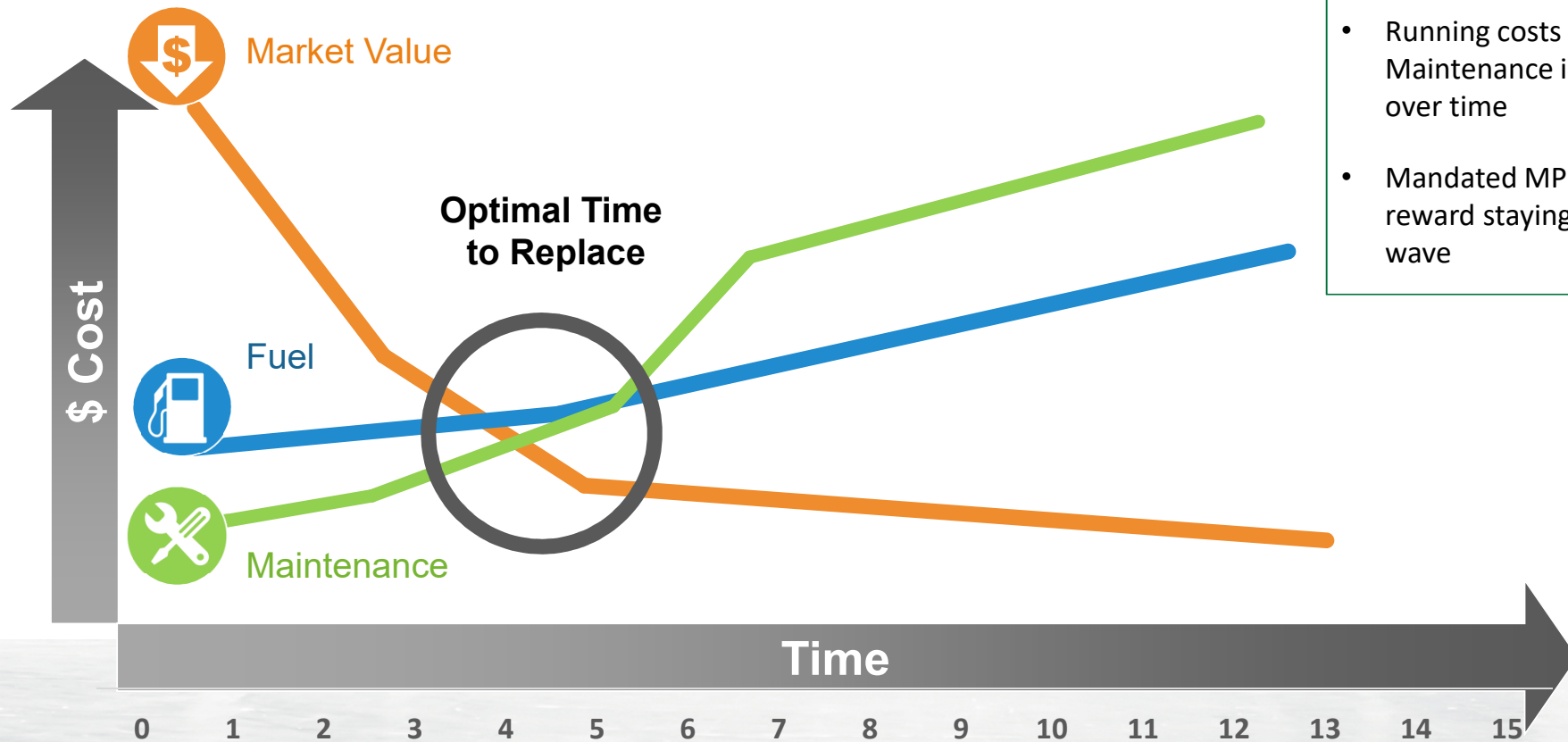
9.4

Odometer distribution

Average Odometer: 18,695



EFFECTIVE VEHICLE LIFECYCLE



Key Observations

- Market Value declines over time
- Running costs of Fuel and Maintenance increase gradually over time
- Mandated MPG efficiencies reward staying on technology wave

GOVERNMENT BUYING POWER



2023 Chevy 1500 Double Cab WT 4x4

MSRP
\$48,430

Market Average
\$46,880

Avg Savings off MSRP
3.2% off

← TrueCar.com



SAMPLE GOVERNMENT BUY

\$37,973

MANHEIM AUCTION RESULTS (TODAY'S MARKET)

VEHICLE	Avg Odometer	Avg Sale Price	Depreciation
2022 Chevy 1500 WT Double Cab 4x4	10,000	\$35,000	\$2,973
2018 Chevy 1500 WT Double Cab 4x4	50,000	\$23,500	\$14,473
2013 Chevy 1500 WT Double Cab 4x4	100,000	\$8,000	\$29,973

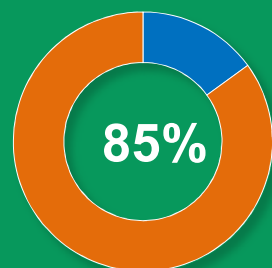
RESALE DIFFERENCE

700 DEDICATED
REMARKETING EMPLOYEES



150 REMARKETING
LOTS IN NORTH AMERICA

IN 2022, ENTERPRISE
SOLD OVER
1,100,000
VEHICLES.



RESALE CHANNELS

■ AUCTION **15%**
■ DIRECT
TO
DEALER **85%**

19,000+
UNIQUE BUYERS



AT AN AVERAGE OF
113% ABOVE
BLACK BOOK (CVI).

Managed Maintenance Program Benefits



A Managed Maintenance Program will identify appropriate repairs, available manufacturer assistance and/or warranties and negotiate pricing.

In 2022, Enterprise Fleet Management Delivered:

- **\$65 MILLION** in total maintenance/repair savings
- **\$86 MILLION** in manufacturer incentives
- **>\$26 MILLION** in negotiated savings for repairs

An outsourced Maintenance Program provides technical assistance to evaluate proper service intervals.

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FUNDING OPTIONS

\$25,000 Pickup Truck

1
Option

Pay Cash

\$25,000 in Year 1



2
Option

Finance

\$5,000 in Each Year



3
Option

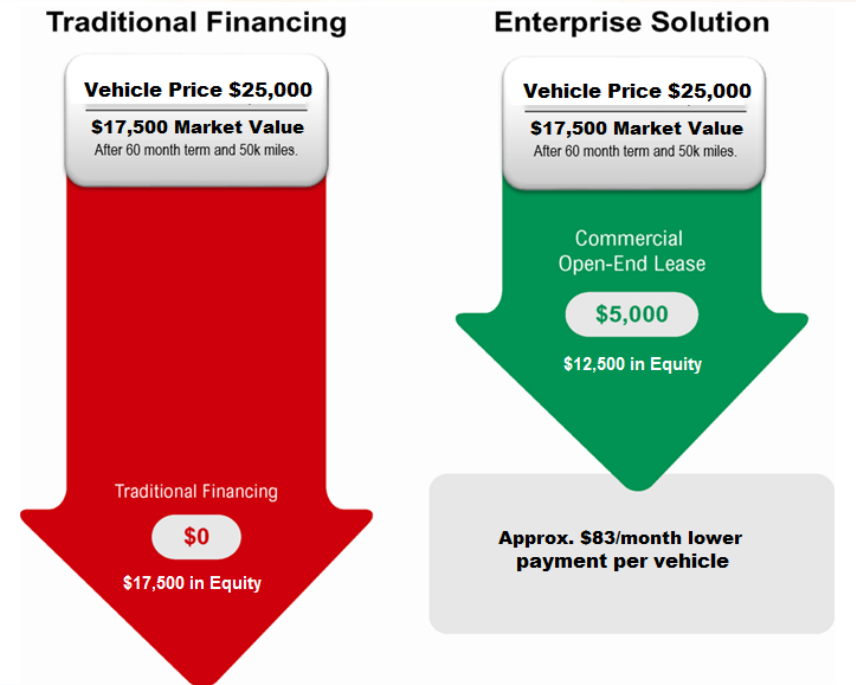
Equity Lease (Market Value Finance)

\$4,000 in Each Year



Open-Ended (Equity) Lease Structure

- Improve cash flow
- No mileage restrictions or wear and tear charges
- Customized terms for use and type of vehicle
- Flexibility of ownership





FLEET MANAGEMENT

Frank Cinquegrani

(410) 609-6418

Frank.J.Cinquegrani@efleets.com



Mike Moulds, Director, Public Works
5/23/2023
County Commissioners Meeting

Item Summary:

Roads Division, FY2023 Roadway Line Striping Contract

ATTACHMENTS:

Description

05.23.23 Contract PA-096-2023, \$50,000.00 by and between Alpha Space Control Company, Inc. and Commissioners of Kent County

CONTRACT

THIS CONTRACT, made this 23rd day of May 2023, by and between the County Commissioners of Kent County, a body corporate and politic of the State of Maryland, hereinafter referred to as the OWNER, and Alpha Space Control Company, Inc., hereinafter referred to as the CONTRACTOR;

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

1. The CONTRACTOR will furnish all of the labor, materials, equipment and transportation necessary to provide/install line striping to Kent County Roads Division, in accordance with the Howard County Department of County Administration Contract PA-096-2023.
2. LIABILITY INSURANCE. CONTRACTOR shall furnish to Owner, before beginning any work hereunder, a Certificate of Insurance certifying that the Contractor carries comprehensive, general liability insurance coverage through a policy which protects the County, and names the County as an Additional Insured in aggregate liability coverage of not less than Two Million (\$2,000,000.00) Dollars.
3. WORKER'S COMPENSATION INSURANCE. CONTRACTOR shall furnish to the County Commissioners, before beginning construction, a Certificate of Workmen's Compensation Insurance covering all employees of said Contract in amounts statutorily required.
4. COMPLETION OF WORK. The CONTRACTOR shall commence the work covered by this contract within fifteen (15) calendar days after the date of receipt of the Notice to Proceed. Contract prices shall be effective through June 30, 2023. This contract shall option of five one-year renewals.
5. CONTRACT SUM. The OWNER shall pay the CONTRACTOR for the performance of said work, subject to additions or deletions provided herein an estimated Fifty thousand dollars (\$50,000) in conformity with Contract No.: PA-096-2023.
6. The contract documents include the following:
 - a. Contract between Howard County Department of County Administration and Alpha Space Control Company, Inc. dated March 23, 2023. Award Letter
 - b. Confirmation Letter from Alpha Space Control Co. Inc. to Kent County
 - c. Line Striping Pricing
7. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the general conditions and in such amounts as required by the Contract

Documents.

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

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

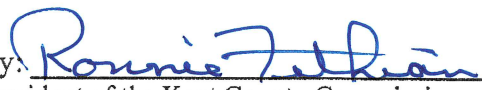
IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in duplicate, on the date first above written.

WITNESS/ATTEST

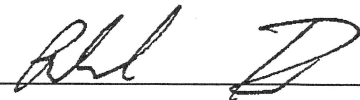

05/23/23



THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

By: 
President of the Kent County Commissioners

ALPHA SPACE CONTROL COMPANY, INC.

By: 

President
Title

25-1582700
Employer Identification Number



Howard County Department of County Administration

6751 Columbia Gateway Drive, Suite 226 ♦ Columbia, Maryland 21046 ♦ 410-313-6370

www.HowardCountyMd.gov/Departments/County-Administration/Procurement-and-Contract-Administration

TDD 410-313-2323

March 23, 2023

rich@alphaspacecontrol.com

Richard Pryor, President
Alpha Space Control Co., Inc.
1580 Gabler Road
Chambersburg, PA 17201

Re: Award Notification, Agreement PA-096-2023
Invitation for Bids No. 2023-36
Roadway Linestriping Services

Dear Mr. Pryor:

Your firm is hereby awarded the contract for the subject solicitation. This award is conditional upon receipt of the following executed document:

1. In accordance with the Insurance Requirements of the solicitation, provide a Certificate of Insurance:
 - a. That identifies **"Howard County, Maryland, its officials, employees, agents and volunteers" as Additional Insured**. It is important that the name appears as noted above in quotes in the description box of the ACORD form.
 - b. That references the following: "Invitation for Bids No. IFB-2023-36, Roadway Linestriping Services, Agreement No. PA-096-2023".

The document must be returned via email no later than April 7, 2023. Please contact Michael Decker at mdecker@howardcountymd.gov or 410-313-6375 with questions. Prompt attention to these documents is appreciated.

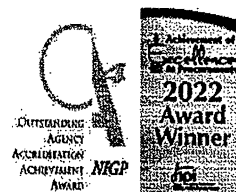
Upon receipt of the complete and proper documents, the County will email the Agreement to you for electronic signature. Upon complete subsequent execution of the Agreement by the County, a service contract will be issued constituting official award. No work shall begin until a purchase order has been issued.

Sincerely,

Dean Hof

Dean P. Hof
Procurement Administrator

DPH:MVD:klb
Attachments





AGREEMENT

BETWEEN

HOWARD COUNTY, MARYLAND

AND

ALPHA SPACE CONTROL, LLC

AGREEMENT NO. PA-096-2023

**HOWARD COUNTY, MARYLAND
AGREEMENT**

PA-096-2023

THIS AGREEMENT (the "Agreement") is made by and between **HOWARD COUNTY, MARYLAND**, a body corporate and politic, (the "County") and **ALPHA SPACE CONTROL, LLC, 1580 GABLER ROAD, CHAMBERSBURG, PENNSYLVANIA 17201**, Federal Employer Identification Number 25-1582700, Telephone Number 717-729-5004 (the "Contractor").

WHEREAS, the said Contractor, in consideration of the payments hereinafter specified and agreed to be made by said County, hereby covenants and agrees to perform all services, in strict and entire conformity with Exhibit I entitled, "Services to be Performed", any Purchase Order subsequently issued, the Invitation for Bids No. 2023-36 Roadway Linestriping Services, the Contractor's response and any amendments or revisions thereto (collectively, the "Bid"), incorporated herein either by reference or attachment, as applicable.

NOW THEREFORE, in consideration of the mutual promises and covenants, the parties hereto agree that the County shall pay the Contractor, an amount as set forth herein, for services rendered in accordance with this Agreement, the other exhibits/attachments hereto, the Bid, and the Purchase Order, all of which are hereby incorporated into and made a part of this Agreement. Notwithstanding any other terms or provisions of this Agreement, in the event the County is temporarily or permanently prevented, restricted or delayed in the performance of any or all of the duties and obligations imposed upon or assumed by it hereunder, by act of the General Assembly of Maryland or the Howard County Council, by a court of competent jurisdiction or by administrative delay not due to the fault of the County (and its members and agents), the County shall not be liable directly or indirectly for any claims caused to or suffered by the Contractor or any other person in connection with or as a result of such prevention, restriction or delay. In addition, the parties hereto agree as follows:

1. Contractor's Duties

The Contractor shall be an independent Contractor and not an employee of the County and the Contractor's employees who are assigned to provide services to the County under this Agreement shall be employees of the Contractor and not the County. The Contractor shall be responsible for the reporting and remittance of all state and federal taxes, compensable worker's compensation claims, and coverage of unemployment claims filed by its employees. The Contractor shall perform the services outlined in Exhibit I hereto. The Contractor's services will be provided with due care and in accordance with all applicable standards. The Contractor shall perform the services for the Director of the Department of Public Works of the County, or Designee, who shall have authority to administer the Agreement.

2. Compensation

2.1 In consideration of the services to be provided by the Contractor, the County shall pay the Contractor in accordance with the unit prices set forth in the Bid.

2.2 In no event shall the compensation paid to the Contractor exceed the sum of Seven Million Dollars (\$7,000,000.00) during the entire term of this Agreement, including renewals thereof, provided, however, that

the County may entertain a request for adjustment in any year subsequent to the first year in accordance with Paragraph 7 of the solicitation.

2.3 The Contractor shall submit invoices to the County monthly. The Contractor's invoices shall reflect the:

- 2.3.1 Contractor's name
- 2.3.2 Address
- 2.3.3 Federal tax identification number
- 2.3.4 Contract number, (the first two digits are 44XXXXXXXXXX)
- 2.3.5 Purchase Order number, (the first digit is 2XXXXXXXXXX)
- 2.3.6 Contract line number
- 2.3.7 Unit price and extended price (the unit price must match a contract line)
- 2.3.8 Description of goods provided and/or services performed

2.4 The proper form of County invoices requires that the information above be included on all invoices.

2.5 All invoices shall be submitted to Department of Public Works, Bureau of Highways, 7125 Riverwood Drive, Suite B, Columbia, Maryland 21045. Invoices in the proper form and approved by the County shall be paid by the County within 30 days of receipt thereof.

2.6 Invoices may be returned for correction. The County reserves the right to approve such invoices, in its sole discretion, and to request such detail and additional information as the County, in its discretion deems appropriate.

3. Term

3.1 This Agreement shall be effective when it has been properly signed by all parties hereto and shall continue through March 31, 2024 (hereinafter defined as the "Initial Term"), at which time the County may exercise its option to renew set forth in Paragraph 3.2 below, unless sooner terminated pursuant to Paragraphs 5 and 6 hereof.

3.2 The County reserves the right, at its sole discretion, to renew this Agreement for five additional one-year periods on the same terms and conditions set forth herein. Unless set forth in a written amendment, the compensation and manner of payment set forth in Paragraph 2 shall remain as is. In the event any renewal changes the terms and conditions set forth herein, the approval of the Howard County Council may be required.

4. Contractor's Representations and Warranties: The Contractor hereby represents the following:

4.1 The Contractor is a limited liability company, duly formed and validly existing under the laws of the Commonwealth of Pennsylvania and is qualified to do business and is in good standing in the State of Maryland.

4.2 The Contractor has the power and authority to consummate the obligations and responsibilities contemplated hereby and has taken all necessary action to authorize the execution, delivery and performance required under this Agreement.

4.3 The person executing this Agreement for the Contractor warrants that he/she is duly authorized by the Contractor to execute this Agreement on the Contractor's behalf.

4.4 The services to be provided under this Agreement shall be performed competently and with due care, and in accordance with all applicable laws, codes, ordinances and regulations and licensing requirements.

4.5 The Contractor has obtained and shall continue to maintain, at its own cost, such licenses and certifications as are necessary to provide the services rendered under this Agreement and shall present such licenses to the County upon its request for the same.

4.6 All representations and warranties made in the Affidavit and the Bid response remain true and correct in all respects.

4.7 If applicable, the Contractor has complied with Sections 14-101 through 14-108 of the Election Law Article of the Annotated Code of Maryland, which requires that every person that enters into, during any 24 month period, one or more contracts, leases, or other agreements with the State, a county, or an incorporated municipality, or their agencies, involving a cumulative consideration of at least \$200,000 (Two Hundred Thousand Dollars) or more, shall file with the State Administrative Board of Election Laws a statement disclosing contributions to a candidate, or a series of such contributions, in a cumulative amount in excess of \$500 (Five Hundred Dollars) made during the reporting period to a candidate for elective office in any primary or general election.

5. Termination

5.1 Termination for Convenience: The County may terminate this Agreement for convenience, in whole or in part, whenever the County determines that such termination is in the best interest of the County, without showing cause, upon giving at least 30 days written notice to the Contractor. The County shall pay all reasonable costs incurred by the Contractor up to the date of termination. However, in no event shall the Contractor be paid an amount which exceeds the price bid for the work performed. The Contractor shall not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.

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

6. Remedies for Default

6.1 The County shall have the right upon the happening of any Default, without providing notice to the Contractor:

6.1.1 In addition to other available rights and remedies, to terminate this Agreement immediately, in whole or in part;

6.1.2 To suspend the Contractor's authority to receive any undisbursed funds; and/or

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

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

7. Remedies Cumulative and Concurrent

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

8. Insurance

The Contractor shall be required to provide insurance required by the County pursuant to the insurance requirements specified in Paragraph 10 of the Invitation for Bids, including naming "Howard County, Maryland, its officials, employees, agents and volunteers" as Certificate Holder and as Additional Insured. The Contractor shall maintain the insurance coverages required by the County while this Agreement is in force and provide documentation of such insurance in a form satisfactory to the County. Such documentation may, in the discretion of the County, be in the form of binders or declarations from the insurance company.

9. Confidential Information

The Contractor shall not disclose any documentation and information disclosed to the Contractor in the course of its performance of duties hereunder with respect to the past, present and future County business, services and clients without the express written consent of the County.

10. Ethics

10.1 The Contractor certifies that the officer of the legal entity who is executing this Agreement has read and understands Exhibit II, entitled Howard County Charter and Code References to Ethics, which contains the provisions of Section 901(a) of the Howard County Charter dealing with conflicts of interest and Section 22.204 of the Howard County Code dealing with conflicts of interest.

10.2 The Contractor certifies that it has (1) not been a party to an agreement to bid a fixed or uniform price; (2) not offered nor will offer any gratuity to any county official or employee; and (3) not violated any of the fair employment provisions of Code Sec. 4.119 Ethics and Fair Employment Practices detailed in Exhibit II.

11. Assignment

Neither the County nor the Contractor shall assign or transfer its interest or obligations under this Agreement to any third party, without the written consent of the other. Nothing herein shall be construed to create any personal or individual liability upon any employee, officer or elected official of the County, nor shall this Agreement be construed to create any rights hereunder in any person or entity other than the parties of this Agreement.

12. Delegation of Duties

The Contractor shall not delegate the Contractor's duties under this Agreement without the prior written consent of the County.

13. Indemnification

13.1 The Contractor shall indemnify, hold harmless and defend the County, its employees, agents and officials from any and all claims, suits, or demands including reasonable attorney fees which may be made against the County, its employees, agents or officials resulting from any act or omission committed in the performance of the duties imposed by and performed under the terms of this Agreement by the Contractor or anyone under agreement with the Contractor to perform duties under this Agreement. The Contractor shall not be responsible for acts of negligence or willful misconduct committed by the County, its employees, agents and officials.

13.2 Any property or work to be provided by the Contractor under this Agreement will remain at the Contractor's risk until written acceptance by the County; and the Contractor will replace, at the Contractor's expense, all property or work damaged or destroyed by any cause whatsoever.

13.3 In the event that there is a conflict between the indemnification provision set forth in the Purchase Order Terms and Conditions and/or the General Conditions of the solicitation and/or this Agreement, the terms set forth in the Agreement shall govern.

14. Integration and Modification

This Agreement sets forth the entire agreement between the parties relative to the subject matter hereof. No representation, promise or condition, whether oral or written, not incorporated herein shall be binding upon either party to this Agreement. No waiver, modification or amendment of the terms of this Agreement shall be effective unless made in writing and signed by an authorized representative(s) of all parties to this Agreement.

15. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland without regard to any choice of law principles that would dictate the laws of any other jurisdiction. The parties agree that the exclusive venue for any and all actions related hereto shall be the appropriate Federal or State court located within the State of Maryland.

16. Conflicting Terms

16.1 The Contractor acknowledges that any Purchase Order issued on or after the effective date of this Agreement is hereby integrated and made a part of this Agreement, provided, however that if a conflict arises between the provisions of this Agreement and the Purchase Order, the provisions of this Agreement shall prevail.

16.2 In the event of a conflict between the Bid and this Agreement, the provisions of this Agreement (without the conflicting terms in the Bid) shall prevail.

17. Severability

If any of the provisions in this Agreement are declared by a court or other lawful authority to be unenforceable or invalid for any reason the remaining provisions hereof shall not be affected thereby and shall remain enforceable to the full extent permitted by law.

18. Time is of the Essence

Time is of the essence with respect to performance of the terms and conditions of this Agreement.

19. Funding

The contractual obligation of the County under this Agreement is contingent upon the availability of appropriated funds from which payment for this Agreement can be made.

20. Notice

Any notice required to be delivered shall be deemed to have been received when the notice has been sent by certified mail, return receipt, overnight carrier, email with a delivery receipt, or hand delivered, and there is written confirmation of delivery or refusal of receipt, to the following address and individual or at such other address and/or such other individual a party may identify in writing to the other party:

FOR THE COUNTY:

Michael V. Decker, CPPB, Senior Contract Analyst; Howard County, Maryland; Office of Procurement and Contract Administration; 6751 Columbia Gateway Drive, Suite 226; Columbia, Maryland 21046; Telephone: 410-313-6375; Email: mdecker@howardcountymd.gov

FOR THE CONTRACTOR:

Richard Pryor, President; Alpha Space Control, LLC; 1580 Gabler Road; Chambersburg, Pennsylvania 17201; Telephone 717-729-5004; Email: rich@alphaspacecontrol.com

21. No Waiver, Etc.

No failure or delay by the County to insist upon the strict performance of any term, condition or covenant of this Agreement, or to exercise any right, power, or remedy consequent upon a breach thereof, shall constitute a waiver of any such term, condition, or covenant or of any such breach, or preclude the County from exercising any such right, power, or remedy at any later time or times.

22. Reports, Audits, Inspections

22.1 At any time during normal business hours and as often as the County may deem necessary, the Contractor shall make available to and permit inspection and copying by the County, its employees or agents, of all records, information and documentation of the Contractor related to the subject matter of this Agreement, including, but not limited to, all contracts, invoices, payroll, and financial audits. The Contractor shall retain all records, information and documentation of the Contractor related to this Agreement, including, but not limited to, all contracts, invoices, payroll, and financial audits for at least three (3) years after the termination of this Agreement.

22.2 All invoices submitted to the County are subject to audit by the County.

22.3 The County may request the Contractor, at the expense of the Contractor, to have performed an independent audit of the Contractor's financial information, including, but not limited to, balance sheets, statement of revenue and expenses, and receipts and disbursements.

23. American Manufactured Goods Required for Public Works.

23.1 The Contractor shall comply with Section 14-416 of the Maryland State Finance and Procurement Article which requires a Contractor or subcontractor to use or supply American Manufactured goods in the performance of a contract for (a) constructing or maintaining a public work; or (b) buying or manufacturing machinery or equipment that is to be installed at a public work site, as the same may be amended from time to time.

23.2 This section does not apply: (a) if the County determines that: (i) the price of the American manufactured goods exceeds the price of a similar manufactured good that is not manufactured in the United States by

an unreasonable amount; (ii) the item or a similar item is not manufactured or available for purchase in the United States in reasonably available quantities; (iii) the quality of the item or a similar item manufactured in the United States is substantially less than the quality of a comparably priced, similar, and available item that is not manufactured in the United States; or (iv) the procurement of a manufactured good would be inconsistent with the public interest; or (b) to emergency life safety and property safety goods.

23.3 The Contractor shall certify to the County whether the offered goods and/or services are provided in the United States.

24. Wage Rate Requirements

The Contractor certifies that the officer of the corporation who is executing this Agreement has read and understands the wage rate section in the solicitation (reference Howard County Code, Sec. 4.122A Wage Requirements).

EXHIBIT I

SERVICES TO BE PERFORMED

The Contractor shall furnish all labor, materials, and equipment to perform the retracing of roadway markings at various locations in the County. The Contractor shall apply nontoxic, fast-dry, lead-free waterborne pavement marking paint of a non-durable material to pavement surfaces as specified in the contract documents or as directed by the County's Engineer. These markings include lines (striping), legends (letter and number) and symbols.

The above are in addition to any other services set forth in the Bid.

EXHIBIT II**HOWARD COUNTY CHARTER AND CODE REFERENCES TO ETHICS*****Charter Section 901. Conflict of Interest.***

(a) **Prohibitions.** No officer or employee of the County, whether elected or appointed, shall in any manner whatsoever be interested in or receive any benefit from the profits or emoluments of any contract, job, work, or service for the County. No such officer or employee shall accept any service or thing of value, directly or indirectly, from any person, firm or corporation having dealings with the County, upon more favorable terms than those granted to the public generally, nor shall he receive, directly or indirectly, any part of any fee, commission or other compensation paid or payable by the County, or by any person in connection with any dealings with the County, or by any person in connection with any dealings with or proceedings before any branch, office, department, board, commission or other agency of the County. No such officer or employee shall directly or indirectly be the broker or agent who procures or receives any compensation in connection with the procurement of any type of bonds for County officers, employees or persons or firms doing business with the County. No such officer or employee shall solicit or accept any compensation or gratuity in the form of money or otherwise for any act or omission in the course of his public work; provided, however, that the head of any department or board of the County may permit an employee to receive a reward publicly offered and paid for, for the accomplishment of a particular task.

(b) **Rules of construction; exceptions by Council.** The provisions of this Section shall be broadly construed and strictly enforced for the purpose of preventing officers and employees from securing any pecuniary advantages, however indirect, from their public associations, other than their compensation provided by law.

In order, however, to guard against injustice, the Council may, by resolution, specifically authorize any County officer or employee to own stock in any corporation or to maintain a business in connection with any person, firm or corporation dealing with the County, if, on full public disclosure of all pertinent facts to the County Council by such officer or employee, the Council shall determine that such stock ownership or connection does not violate the public interest.

The County Council may, by ordinance, delegate to the Howard County Ethics Commission the power to make such determinations and to authorize the ownership or connection. Any ordinance which delegates this power shall provide for procedures including a public hearing, and shall establish criteria for determining when the ownership or connection does not violate the public interest.

(c) **Penalties.** Any officer or employee of the County who willfully violates any of the provisions of this Section shall forfeit his office. If any person shall offer, pay, refund or rebate any part of any fee, commission, or other form of compensation to any officer or employee of the County in connection with any County business or proceeding, he shall, on conviction, be punishable by imprisonment for not less than one or more than six months or a fine of not less than \$100.00 or more than \$1,000.00, or both. Any contract made in violation of this Section may be declared void by the Executive or by resolution of the Council. The penalties in this Section shall be in addition to all other penalties provided by law.

Code Section 4.119. Ethics and Fair Employment Practices.

(a) **Conflict of Interest.** Bidders, vendors, purchasers and county employees involved in the purchasing process shall be governed by the provisions of the Howard County Charter and Howard County law regarding conflict of interest. No vendor shall offer a gratuity to an official or employee of the county. No official or employee shall accept or solicit a gratuity.

(b) **Discouragement of Uniform Bidding.**

(1) It is the policy of the county to discourage uniform bidding by every possible means and to endeavor to obtain full and open competition on all purchases and sales.

(2) No bidder may be a party with other bidders to an agreement to bid a fixed or uniform price.

(3) No person may disclose to another bidder, nor may a bidder acquire, prior to the opening of bids, the terms and conditions of a bid submitted by a competitor.

(c) **Fair Employment Practices**

(1) Bidders, vendors and purchases may not engage in unlawful employment practices as set forth in Subtitle 2 "Human Rights" of Title 12 of the Howard County Code, Subtitle 6 of Title 20 of the State Government Article, Annotated Code of Maryland or Sections 703 and 704 of Title VII of the Civil Rights Act of 1964 as amended. Should any bidders, vendors or purchasers engage in such unlawful employment practices, they shall be subject to being declared irresponsible or being debarred pursuant to the provisions of this subtitle.

(2) The Howard County Office of Human Rights shall notify the county purchasing agent when any bidder is found, by a court of competent jurisdiction, to have engaged in any high unlawful employment practices.

(3) If any bidder has been declared to be an irresponsible bidder for having engaged in an unlawful employment practice and has been debarred from bidding pursuant to this subtitle, the Howard County Office of Human Rights shall review the employment practices of such bidder after the period of debarment has expired to determine if violations have been corrected and shall, within 30 days, file a report with the county purchasing agent informing the agent of such corrections before such bidder can be declared to be a responsible bidder by the County Purchasing agent.

(4) Payment of subcontractors. All contractors shall certify in writing that timely payments have been made to all subcontractors supplying labor and materials in accordance with the contractual arrangements made between the contractor and the subcontractors. No contractor will be paid a second or subsequent progress payment or final payment until such written certification is presented to the county purchasing agent.

Section 22.204. - Prohibited Conduct and Interests.

(a) **Participation Prohibitions.**

- (1) Except as permitted by Commission regulation or opinion, an official or employee may not participate in:
- (i) Except in the exercise of an administrative or ministerial duty that does not affect the disposition or decision of the matter, any matter in which, to the knowledge of the official or employee, the official or employee or a qualified relative of the official or employee has an interest.
 - (ii) Except in the exercise of an administrative or ministerial duty that does not affect the disposition or decision with respect to the matter, any matter in which any of the following is a party:
 - a. A business entity in which the official or employee has a direct financial interest of which the official or employee may reasonably be expected to know;
 - b. A business entity for which the official, employee, or a qualified relative of the official or employee is an officer, director, trustee, partner, or employee;
 - c. A business entity with which the official or employee or, to the knowledge of the official or employee, a qualified relative is negotiating or has any arrangement concerning prospective employment;
 - d. If the contract reasonably could be expected to result in a conflict between the private interests of the official or employee and the official duties of the official or employee, a business entity that is a party to an existing contract with the official or employee, or which, to the knowledge of the official or employee, is a party to a contract with a qualified relative;
 - e. An entity, doing business with the County, in which a direct financial interest is owned by another entity in which the official or employee has a direct financial interest, if the official or employee may be reasonably expected to know of both direct financial interests; or
 - f. A business entity that:
 - 1. The official or employee knows is a creditor or obligee of the official or employee or a qualified relative of the official or employee with respect to a thing of economic value; and
 - 2. As a creditor or obligee, is in a position to directly and substantially affect the interest of the official or employee or a qualified relative of the official or employee.
- (2) A person who is disqualified from participating under paragraph 1. of this subsection shall disclose the nature and circumstances of the conflict and may participate or act if:
- (i) The disqualification leaves a body with less than a quorum capable of acting;
 - (ii) The disqualified official or employee is required by law to act; or
 - (iii) The disqualified official or employee is the only person authorized to act.
- (3) The prohibitions of paragraph 1 of this subsection do not apply if participation is allowed by regulation or opinion of the Commission.

(b) **Employment and Financial Interest Restrictions.**

- (1) Except as permitted by regulation of the commission when the interest is disclosed or when the employment does not create a conflict of interest or appearance of conflict, an official or employee may not:
- (i) Be employed by or have a financial interest in any entity:
 - a. Subject to the authority of the official or employee or the County agency, board, commission with which the official or employee is affiliated; or
 - b. That is negotiating or has entered a contract with the agency, board, or commission with which the official or employee is affiliated; or
 - (ii) Hold any other employment relationship that would impair the impartiality or independence of judgment of the official or employee.
- (2) The prohibitions of paragraph (1) of this subsection do not apply to:
- (i) An official or employee who is appointed to a regulatory or licensing authority pursuant to a statutory requirement that persons subject to the jurisdiction of the authority be represented in appointments to the authority;
 - (ii) Subject to other provisions of law, a member of a board or commission in regard to a financial interest or employment held at the time of appointment, provided the financial interest or employment is publicly disclosed to the appointing authority and the Commission;
 - (iii) An official or employee whose duties are ministerial, if the private employment or financial interest does not create a conflict of interest or the appearance of a conflict of interest, as permitted and in accordance with regulations adopted by the Commission; or
 - (iv) Employment or financial interests allowed by regulation of the Commission if the employment does not create a conflict of interest or the appearance of a conflict of interest or the financial interest is disclosed.

(c) **Post-Employment Limitations and Restrictions.**

- (1) A former official or employee may not assist or represent any party other than the County for compensation in a case, contract, or other specific matter involving the County if that matter is one in which the former official or employee significantly participated as an official or employee.
- (2) For a year after the former member leaves office, a former member of the County Council may not assist or represent another party for compensation in a matter that is the subject of legislative action.

(d) **Contingent Compensation.** Except in a judicial or quasi-judicial proceeding, an official or employee may not assist or represent a party for contingent compensation in any matter before or involving the County.

(e) **Use of Prestige of Office.**

(1) An official or employee may not intentionally use the prestige of office or public position for the private gain of that official or employee or the private gain of another.

(2) This subsection does not prohibit the performance of usual and customary constituent services by an elected official without additional compensation.

(f) **Solicitation and Acceptance of Gifts.**

(1) An official or employee may not solicit any gift.

(2) An official or employee may not directly solicit or facilitate the solicitation of a gift, on behalf of another person, from an individual regulated lobbyist.

(3) An official or employee may not knowingly accept a gift, directly or indirectly, from a person that the official or employee knows or has the reason to know:

- (i) Is doing business with or seeking to do business with the County office, agency, board or commission with which the official or employee is affiliated;
- (ii) Has financial interests that may be substantially and materially affected, in a manner distinguishable from the public generally, by the performance or nonperformance of the official duties of the official or employee;
- (iii) Is engaged in an activity regulated or controlled by the official's or employee's governmental unit; or
- (iv) Is a lobbyist with respect to matters within the jurisdiction of the official or employee.

(4) (i) Subsection (4)(ii) does not apply to a gift:

a. That would tend to impair the impartiality and the independence of judgment of the official or employee receiving the gift;

b. Of significant value that would give the appearance of impairing the impartiality and independence of judgment of the official or employee; or

c. Of significant value that the recipient official or employee believes or has reason to believe is designed to impair the impartiality and independence of judgment of the official or employee.

(ii) Notwithstanding paragraph (3) of this subsection, an official or employee may accept the following:

a. Meals and beverages consumed in the presence of the donor or sponsoring entity;

b. Ceremonial gifts or awards that have insignificant monetary value;

c. Unsolicited gifts of nominal value that do not exceed \$20.00 in cost or trivial items of informational value;

d. Reasonable expenses for food, travel, lodging, and scheduled entertainment of the official or the employee at a meeting which is given in return for the participation of the official or employee in a panel or speaking engagement at the meeting;

e. Gifts of tickets or free admission extended to an elected official to attend a charitable, cultural, or political event, if the purpose of this gift or admission is a courtesy or ceremony extended to the elected official's office;

f. A specific gift or class of gifts that the Commission exempts from the operation of this subsection upon a finding, in writing, that acceptance of the gift or class of gifts would not be detrimental to the impartial conduct of the business of the County and that the gift is purely personal and private in nature;

g. Gifts from a person related to the official or employee by blood or marriage, or any other individual who is a member of the household of the official or employee; or

h. Honoraria for speaking to or participating in a meeting, provided that the offering of the honorarium is not related, in any way, to the official's or employee's official position.

(g) **Disclosure of Confidential Information.** Other than in the discharge of official duties, an official or employee may not disclose or use confidential information, that the official or employee acquired by reason of the official's or employee's public position and that is not available to the public, for the economic benefit of the official or employee or that of another person.

(h) **Participation in Procurement.**

(1) An individual or a person that employs an individual who assists a County, agency or unit in the drafting of specifications, an invitation for bids, or a request for proposals for a procurement, may not submit a bid or proposal for that procurement, or assist or represent another person, directly or indirectly, who is submitting a bid or proposal for the procurement.

(2) The Commission may establish exemptions from the requirements of this section for providing descriptive literature, sole source procurements, and written comments solicited by the procuring agency.

ALPHA SPACE CONTROL, LLC

RESPONSE TO:

**HOWARD COUNTY, MARYLAND
OFFICE OF PROCUREMENT
AND CONTRACT ADMINISTRATION**

INVITATION FOR BIDS NO. 2023-36

ROADWAY LINESTRIPING SERVICES

Bid Results

Bidder Details

Vendor Name Alpha Space Control LLC
Address 1580 Gabler Road
Chambersburg, Pennsylvania 17201
United States
Respondee Richard W Pryor
Respondee Title General Manager
Phone 717-263-0182
Email rich@alphaspacecontrol.com
Vendor Type
License #

Bid Detail

Bid Format Electronic
Submitted 03/22/2023 9:50 AM (EDT)
Delivery Method
Bid Responsive Yes
Bid Status Submitted
Confirmation # 323512

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
AFFIDAVIT.pdf	AFFIDAVIT.pdf	Affidavit
QUALIFICATION.pdf	QUALIFICATION.pdf	Contractor Qualification Information
CONTRACTOR INFO.pdf	CONTRACTOR INFO.pdf	Contractor Information
RECYCLE.pdf	RECYCLE.pdf	Environmentally Preferred Products
EQUAL BUSINESS.pdf	EQUAL BUSINESS.pdf	EBO Participation Form
LIVING WAGE.pdf	LIVING WAGE.pdf	Living Wage Form
VET.pdf	VET.pdf	Veteran Owned Business Program

Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
Section 1							\$999,800.0000		
1	1		Linestriping, 5" Yellow	FT	5000000	\$0.1070	\$535,000.0000	Yes	
2	2		Linestriping, 5" White	FT	4000000	\$0.1070	\$428,000.0000	Yes	
3	3		Linestriping, 10" White	FT	200000	\$0.1840	\$36,800.0000	Yes	

Line Item Subtotals

Section Title	Line Total
Section 1	\$999,800.0000
Grand Total	\$999,800.0000

CONTRACTOR INFORMATION**SOLICITATION NO.:** IFB NO. 2023-36**SOLICITATION TITLE:** ROADWAY LINESTRIPING SERVICES

The undersigned agrees to furnish and deliver the above goods and/or services in accordance with the specifications issued for same, and subject to all terms, conditions, and requirements in the solicitation, and in the various bid documents:

COMPANY NAME: Alpha Space Control LLC**FEDERAL TAX IDENTIFICATION NO./SOCIAL SECURITY NO.:** 25-1582700**ADDRESS:** 1580 Gabler Road Chambersburg PA 17201
(Street) (City) (State) (Zip)**TELEPHONE:** 717-729-5004 **FAX:** 717-263-1192**EMAIL ADDRESS:** rich@alphaspacecontrol.com**REPRESENTATIVE'S NAME:** Richard Pryor**TITLE:** President

If applicable, for Agreements, provide the name and title of the person with legal authority to sign on behalf of the Contractor. If the title of the individual is not "President" or "Vice President", provide verification of the signatory authority with your submittal.

NAME OF COMPANY SIGNATORY (Printed): Richard Pryor**TITLE OF COMPANY SIGNATORY (Printed):** President

Howard County prefers to email Purchase Orders when possible, please provide an **EMAIL ADDRESS FOR RECEIPT OF PURCHASE ORDERS:** rich@alphaspacecontrol.com

Does the company have a written non-discrimination policy (i.e.: race, creed, religion, handicap, color, sex, national origin, age, occupation, marital status, political opinion, sexual orientation, gender identity/expression, personal appearance, familial status, source of income)? ☒ YES ☐ NO

The County reserves the right to request such documentation, if desired, at a later date.

Howard County is exempt from all local, state, and federal taxes, and prices stipulated by the Contractor are considered maximum and are not subject to any increase due to any taxes, or any other reason. The County's Tax Exemption Number is 30001219.

Delivery Time After Receipt of Order: May 1, 2023

If applicable, This delivery time will be considered in determining the award.

Delivery Terms: F.O.B. Destination, Inside Delivery.**The company accepts Visa cards:** ☒ Yes ☐ No

Contractors are not permitted to charge the County any additional fees over and above their bid prices to process payments on procurements cards.

Payment Terms: (The payment terms shall be considered net 30 days unless otherwise indicated.)

CONTRACTOR'S QUALIFICATION INFORMATION

SOLICITATION NO.: IFB No. 2023-36SOLICITATION TITLE: Roadway Linstripping ServicesCOMPANY NAME: Alpha Space Control LLC

1. References: Give name, address, and telephone number of owner or manager of three accounts for which Contractor has provided the specified services during the past three years.

- | | | |
|-----|--|-------------------------------------|
| 1.1 | Account Name | Contract Completion Date |
| | <u>Howard County Road Dept</u> | <u>12-31-2022</u> |
| | Owner/Manager | Telephone |
| | <u>JENNIFER WOO</u> | <u>410-313-5755</u> |
| | Address | Email |
| | <u>7125 Riverwood Dr</u> | <u>JWoo@howardcountymd.gov</u> |
| | <u>Suite B</u> | |
| | <u>Columbia, md 21045</u> | |
| 1.2 | Account Name | Contract Completion Date |
| | <u>Frederick County Division of Public Works</u> | <u>12-31-2023</u> |
| | Owner/Manager | Telephone |
| | <u>Dawnie Jones</u> | <u>301-600-2379</u> |
| | Address | Email |
| | <u>331 Montevue Lane</u> | <u>djones@frederickcountymd.gov</u> |
| | <u>Frederick, md. 21702</u> | |
| 1.3 | Account Name | Contract Completion Date |
| | <u>Montgomery County</u> | <u>10-31-2023</u> |
| | Owner/Manager | Telephone |
| | <u>JAMES LEACH</u> | <u>240-777-9900</u> |
| | Address | Email |
| | <u>255 Rockville Pike</u> | <u>JAMES.LEACH@montgomery</u> |
| | <u>Suite 180</u> | <u>countymd.gov</u> |
| | <u>Rockville, md. 20850</u> | |

2. The Contractor has provided the above services for ____ years.

FORMS

Howard County, Maryland Wage Rate Requirements for Service Contracts

Exemption Status Subtitle 1, Howard County Code Section 4.122A(b)(2)

Prime Contr.	Sub-Contr.	Section 1: Exemptions	Check all that apply, then continue to Section 2. If none of these statements apply to your company or the Subcontractor, check the last box in this section and continue to Section 2.
☐	☐		Contractor or Subcontractor employs fewer than 5 employees at any time during the contract term.
☐	☐		Contractor or Subcontractor received less than \$100,000 from the County in the most recent 12-month period prior to the start date, and will be entitled to receive less than \$100,000 from the County within the next 12-month period.
☐	☐		Contractor or Subcontractor is a nonprofit organization that has qualified for an exemption from federal income taxes under Section 501(c)(3) of the Internal Revenue Code.
☐	☐		Contractor or Subcontractor is expressly precluded from complying with Howard County Code Sec. 4.122A by the terms of any federal, state, or County law, federal or state contract or grant, and the contract falls within that preclusion.
☐	☐		Contractor or Subcontractor is a public entity.
☐	☐		Contractor or Subcontractor participates in a contract awarded under Howard County Code Secs. 4.111 (Emergency), or 4.112 (Expedited).
☐	☐		Contractor or Subcontractor is a regulated public utility.
☐	☐		Contract was awarded under a cooperative procurement with another government or organization of governments.

Check here ☒ if none of the above statements are applicable to your company or the Subcontractor, then continue to Section 2.

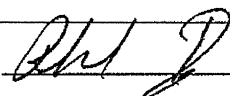
**Section 2:
Certifications**

- If you checked any exemptions in Section 1, skip this section and continue to Section 3.
- If you did not check any exemptions in Section 1, check each box in Section 2 that applies to your company, then complete Section 3 below.

I do hereby certify that I have read and understand the provisions of Section 4.122A of the Howard County Code, that I am an authorized representative of the Contractor named below, and that:

- ☒ As a "covered employer," the Contractor and all Subcontractors will comply with the County's Wage Rate Requirements for Service Contracts (Howard County Code Sec. 4.122A) and will pay all employees not exempt under the wage requirements, and who perform direct measurable work for the County, the applicable wage requirements at the time the work is performed. The Contractor will keep the records necessary to show compliance and will submit such records to the Purchasing Agent on request of the Purchasing Agent; and will publicize the requirements of this law to any employees who may be covered by the law. The Contractor's proposed pricing is sufficient to meet the current living wage rate requirements during the initial term of the agreement and any increases applicable to subsequent renewals.
- ☒ If health insurance is provided to employees, the per employee hourly cost of the premium for health insurance to an employee who provides services to the County that appears in the bid or proposal is correct.

**Section 3:
Contact Information** Provide your contact information in the space below, then sign and date this form and submit it with your bid.

Contractor Name <u>Alpha Space Control LLC</u>	Vendor Federal ID Number <u>25-1582700</u>
Address <u>1580 Gabler Road, Chambersburg, PA, 17201</u>	Phone Number <u>717-729-5004</u>
Authorized Signature 	Email Address <u>rich@alphaspacecontrol.com</u>
Print Name of Signatory <u>Richard Pryor</u>	Date <u>March 21, 2023</u>
	Title of Signatory <u>President</u>

To be completed by the Buyer	Contract Title:		Buyer's Initials:
	Contract #:	Contract Term:	
	Capital Project No:	Renewal #:	

**PURCHASE OF RECYCLED AND ENVIRONMENTALLY PREFERABLE PRODUCTS,
SERVICES AND EQUIPMENT**

(Must be completed, signed, and submitted with the bid.)

This documentation will assist the County in the maximizing the procurement of goods made from recycled, recyclable and environmentally preferred materials when such goods can be reasonably obtained or substituted for products made from virgin materials. Environmentally Preferred Products and Services are defined as products and services that have a lesser or reduced effect on human health and the environment when compared to competing products and services that serve the same purpose. This applies to raw material acquisition, as well as product manufacturing, distribution, use, maintenance and disposal.

Environmentally Preferred Products (EPPs) include, but are not limited to, recycled materials (asphalt, tires, paper), low or no VOC paint, non-toxic dyes, designated green certified cleaning products, low emission vehicles, etc. The County will give a percentage price preference not exceeding 5% for the purchase of environmentally preferable products (EPPs). The percentage price preference will not apply if doing so will cause a denial of Federal or State funding or is inconsistent with Federal or State law. For clarification of any terms used below, please contact the Office of Purchasing, (410) 313-6370.

The goods being bid:

- ☐ are made from recycled materials. Specify total recycled content and what was reused or recycled: _____
- ☐ represent _____% post-consumer waste.
- ☐ represent _____% pre-consumer waste.
- ☐ do not contain any recycled materials.
- ☐ have a 3rd party certification, such as EnergyStar, FSC, ISO 14000 series, Green Label, etc. Please provide dates of completion and certificate numbers as appropriate: _____
- ☐ are in the process of achieving 3rd party certification, such as EnergyStar, FSC, ISO 14000 series, Green Label, etc.
- ☒ have no 3rd party certification.

If the goods specified in this solicitation are new, could the County purchase remanufactured or reusable goods that would perform the same function equally to new goods? ☐ Yes ☒ No

If "yes", please provide specifics as to the remanufactured or reusable substitute goods, including prices for the remanufactured or reusable substitutes _____

If "no", please explain why not: Not Applicable

In the packaging of the goods for delivery to the County:

- ☐ recycled and recyclable packaging materials will be used.
- ☐ recyclable packaging materials will be used.
- ☒ no recycled or recyclable packaging materials will be used.

Does your company have an environmental (and/or social) responsibility statement? ☐ Yes ☒ No

The County Purchasing Agent reserves the right to request such documentation, if desired, at a later date.

SIGNATURE: _____

DATE: March 21, 2023

PRINTED NAME: Richard Pryor

TITLE: President

* The price preference will not apply if doing so will cause a denial of Federal or State funding or is inconsistent with Federal or State law.

Howard County, Maryland

Office of Purchasing



Veteran-Owned Business Enterprise Program Form

In accordance with Section 4.130 of the Howard County Code, it is the policy of Howard County Government to encourage increased participation by Veteran-Owned Business Enterprises in the procurement of all goods and services through all solicitations by the County. The Veteran-Owned Business Enterprise (VOBE) program includes an overall aspirational goal of 1% of the County's total dollar value of procurement contracts to be made directly or indirectly with Veteran-Owned Business Enterprises. Participation may be either on a direct basis in response to this solicitation or on a subcontractor basis.

For the purposes of the Veteran-Owned Business Enterprise Program, a Veteran-Owned Business Enterprise (VOBE) is defined as a business enterprise that is verified by the Center for Verification and Evaluation of the United States Department of Veterans Affairs as a Veteran-Owned Small Business Enterprise. To search the database of business enterprises that are verified by the Center for Verification and Evaluation of the United States Department of Veterans Affairs visit <https://www.vip.vetbiz.gov/>.

Complete this form and return it with your response to the solicitation.

Complete Part 1 below if: Supplier is verified by the Center for Verification and Evaluation of the United States Department of Veterans Affairs as a Veteran-Owned Small Business Enterprise.

Complete Part 2 below if: Supplier is proposing to subcontract with a business that is verified by the Center for Verification and Evaluation of the United States Department of Veterans Affairs as a Veteran-Owned Small Business Enterprise.

Complete Part 3 below if: Supplier proposes NO Veteran-Owned Business Enterprise participation.

Check as applicable

1. ☐ Veteran-Owned Business Enterprise Certification:

Supplier is verified by the Center for Verification and Evaluation of the United States Department of Veterans Affairs

2. ☐ Veteran-Owned Business Enterprise Subcontract Participation:

Supplier proposes to subcontract with a business that is verified by the Center for Verification and Evaluation of the United States Department of Veterans Affairs in the contract as described below:

Name(s) of VOB Subcontractor(s): _____

Description of Work: _____

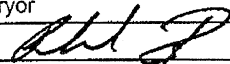
Percentage of Participation: _____ %

3. ☒ NO Veteran-Owned Business Enterprise Subcontract Participation Proposed.

Name of company: Alpha Space Control LLC

Printed name: Richard Pryor

Title: President

Authorized signature: 

Date: March 21, 2023

Email: rich@alphaspacecontrol.com

Phone: 717-729-5004

**HOWARD COUNTY, MARYLAND
OFFICE OF PROCUREMENT
AND CONTRACT ADMINISTRATION**

INVITATION FOR BIDS NO. 2023-36

ROADWAY LINESTRIPING SERVICES

AS ISSUED

INVITATION FOR BIDS

Via eProcurement System

IFB NO. 2023-36 ROADWAY LINESTRIPING SERVICES

OPENING: MARCH 22, 2023 AT 11:00 A.M.

PRE-BID CONFERENCE: FEBRUARY 21, 2023 AT 10:00 A.M.

BUYER: MICHAEL V. DECKER, CPPB

PHONE: 410-313-6375 ▪ EMAIL: mdecker@howardcountymd.gov



HOWARD COUNTY, MARYLAND

OFFICE OF PROCUREMENT AND CONTRACT ADMINISTRATION

6751 Columbia Gateway Drive, Suite 226, Columbia, MD 21046

<https://www.howardcountymd.gov/Departments/County-Administration/Procurement-and-Contract-Administration>



SPECIFICATIONS

- 1 SCOPE: Howard County, Maryland, (the "County"), seeks a qualified firm (the "Contractor"), to furnish all labor, materials and equipment to perform the retraining of roadway markings at various locations in the County. The Contractor shall apply nontoxic, fast-dry, lead free waterborne pavement marking paint of a non-durable material to pavement surfaces as specified in the contract documents or as directed by the County's Engineer. These markings include lines (striping), legends (letter and number) and symbols.
- 2 PRE-BID CONFERENCE:
 - 2.1 A pre-bid conference will be held virtually via WebEx on the date and time specified to discuss objectives and answer questions relating to this solicitation. Contractor's attendance is not required but is strongly encouraged. Additionally, attendance may facilitate the Contractor's understanding and ability to meet the County's Equal Business Opportunity goals. Please see PlanetBids for the meeting link.
 - 2.2 It is recommended that Contractors read the solicitation prior to attending the conference and bring a copy to the conference.
 - 2.3 Please confirm attendance by selecting the RSVP button at the Pre-Bid Meeting Information section in the eBidding system.
 - 2.4 If there is a need for language interpretation and/or other special accommodations, please advise Kristi Sica ksica@howardcountymd.gov so that reasonable efforts may be made to provide special accommodations.
- 3 INQUIRIES AND ADDENDA:
 - 3.1 The Buyer in the Issuing Office is the sole point of contact for this solicitation. Questions must be submitted in the eProcurement system by the date and time specified.
 - 3.2 Addenda to solicitations often occur prior to the bid opening, sometimes within a few hours of the opening. It is the potential Contractor's responsibility to visit the Office of Procurement and Contract Administration eProcurement website to obtain Addenda. Addenda, when issued, must be acknowledged in the eProcurement system.
- 4 CONTRACTOR'S QUALIFICATIONS:
 - 4.1 Contractors must be engaged in roadway linestriping services and must have been actively engaged in roadway linestriping for a period of no less than five years. The experience of owner(s) may be imputed to a newly formed company/contractor provided the owner(s) has/have at least five years of demonstrated experience of reliability and meets the criteria set forth herein.
 - 4.2 The County reserves the right to inspect the Contractor's equipment and to perform such investigations as may be deemed necessary to ensure that competent personnel and management will be utilized in the performance of the Agreement.
 - 4.3 In accordance with Howard County Code Sec. 4.117 (a) (4), the quality of performance of previous contracts or services shall be considered in determining the lowest responsive and responsible bidder. Quality of performance may be determined through contracts or services provided to the County or to other entities. Quality of performance to other entities will be determined from reference checks when references are required. The determination of quality performance includes the Contractor's history of reasonable and cooperative behavior and commitment to customer

satisfaction and the Contractor's businesslike concern for the interests of the customer. The County reserves the right to reject any bid deemed not responsible or non-responsive.

- 5 AGREEMENT PERIOD: The Agreement period shall be for one year commencing on or about May 1, 2023, after approval and proper execution of the Agreement documents, with a renewal option for five additional years in one-year increments, exercisable at the sole discretion of the County.
- 6 COOPERATIVE PURCHASE:
- 6.1 The County reserves the right to extend all of the terms, conditions, specifications, and unit or other prices of any Agreement resulting from this solicitation to any and all public bodies, subdivisions, school districts, community colleges, colleges, and universities including non-public schools. This is conditioned upon mutual agreement of all parties pursuant to special requirements, which may be appended thereto. The Contractor agrees to notify the issuing body of those entities that wish to use any Agreement resulting from this solicitation and will also provide usage information, which may be requested.
- 6.2 The County assumes no authority, liability, or obligation, on behalf of any other public or non-public entity that may use any Agreement resulting from this solicitation. All purchases and payment transactions will be made directly between the Contractor and the requesting entity. Any exceptions to this requirement must be specifically noted in the bid response.
- 7 PRICE ADJUSTMENT:
- 7.1 Prices offered shall be firm against any increase for one year from the effective date of the Agreement. Prior to the commencement of subsequent renewal periods, it shall be the Contractor's responsibility to notify the Issuing Office in advance of any requested price changes.
- 7.2 Requests for price adjustments must be submitted to the Issuing Office, not the User Agency.
- 7.3 The County may entertain requests for escalation in accordance with the current Consumer Price Index at the time of the request or up to a maximum 5% increase on the current pricing, whichever is lower. *(For purposes of this section, "Consumer Price Index" shall be the Mid-Atlantic Consumer Price Index-All Urban Consumers (CPI-U), Baltimore-Columbia-Towson, MD, All Items, Not Seasonally Adjusted, as published by the United States Department of Labor, Bureau of Labor Statistics.)* All written requests shall be issued to the Office of Procurement and Contract Administration and such requests shall include detailed justification for the price adjustment as well as all countermeasures developed by the Contractor to offset cost increases. The County reserves the right to grant or deny the request for a price increase and will do so in writing. If the price increase is approved, the price increase will be effective upon written approval and will remain firm through the renewal period.
- 7.4 If a price increase is requested following Agreement renewal and it has been longer than one year since the last increase, the County may entertain a request for escalation if it is in the County's best interest. If the price increase is granted, the price increase will be effective upon approval and will remain firm through the renewal period, or for one year, at the County's sole discretion.
- 8 NON-EXCLUSIVITY: Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. The contract shall not restrict the County from acquiring similar, equal or like goods and/or services from other entities or sources.
- 9 ESTIMATED QUANTITIES: The estimated annual quantities stated are provided as a general guide for bidding and are not guaranteed. Actual quantities may be more or less than those estimated. The County reserves the right to add, change or delete items as deemed necessary.
- 10 INSURANCE: The Contractor will be required to purchase and maintain during the life of the Agreement, including any subsequent renewal terms, Commercial General Liability Insurance, Automobile Liability Insurance, and Worker's Compensation Insurance with limits of not less than those set forth below:

- 10.1 Commercial General Liability Insurance: Combined Single Liability limits of \$1,000,000 each occurrence and \$1,000,000 aggregate naming "Howard County, Maryland, its officials, employees, agents and volunteers" as Certificate Holder and as Additional Insured.
- 10.2 Automobile Liability Insurance: Combined Single Liability limit of \$1,000,000 any one accident.
- 10.3 Worker's Compensation Insurance: Statutory coverage for Maryland jurisdiction, including Employer's Liability coverage, with a limit of at least \$100,000.
- 10.4 The Contractor shall assure that all subcontractors or independent contractors performing services in accordance with this solicitation carry identical insurance coverage as required of the Contractor, either individually or as an Additional Insured on the policies of the Contractor. Exceptions may be made only with the approval of the County. The Contractor shall indemnify the County for any uninsured losses relating to contractual services involving subcontractors, including workers' compensation claims.
- 10.5 The Contractor shall provide the County with Certificates of Insurance within ten days of award notification, naming "Howard County, Maryland, its officials, employees, agents and volunteers" as Certificate Holder and as Additional Insured on the certificate. Failure to provide the certificates as required shall result in rejection of award by the County. Such certificates shall provide that the County be given at least 30 days prior written notice of any cancellation of, intention to not renew, or material change in such coverage.
- 10.6 The providing of any insurance required herein does not relieve the Contractor of any of the responsibilities or obligations assumed by the Contractor in the Agreement awarded or for which the Contractor may be liable by law or otherwise.
- 10.7 Failure to provide and continue to enforce such insurance as required above shall be deemed a material breach of the Agreement and shall operate as an immediate termination thereof.
- 10.8 Failure to comply with this requirement at any time during the initial term and any subsequent renewals may be sufficient cause for termination for default.
- 11 METHOD OF AWARD: The County intends to make a single award to the lowest responsive and responsible Contractor meeting the specifications.
- 12 WORK SCHEDULE:
 - 12.1 The Contractor's schedule of operations shall be submitted to and approved by the County prior to commencement of any and all work.
 - 12.2 The Contractor shall coordinate his/her operations sequence to minimize any inconvenience to the traveling public. The County reserves the right to restrict the Contractor's operation during peak traffic hours or at any other time on any road where, in the opinion of the Engineer, an undesirable traffic condition exists or could occur. Peak traffic hours for purposes of the contract will be defined by the Engineer.
 - 12.3 At the discretion of the Engineer, work on the contract may be suspended on all Saturdays, Sundays, legal holidays, and the days immediately preceding and following these holidays. All equipment, barricades, etc., shall be removed from the roadway and full traffic capacity maintained throughout these periods.
 - 12.4 The County reserves the right to alter schedules according to need, and the Contractor may be required to paint anywhere within the contract limits. Some night work may be required.
 - 12.5 Upon notification by the Engineer that a roadway is ready to be striped, the Contractor shall begin working on that roadway within a 24-hour period. If the Contractor fails to begin work within this period, or fails to complete the work, the County reserves the right to levy a deduction in the sum of \$500.00 per day for each working day the Contractor fails to commence or complete work. In

addition, if the Contractor fails to start or complete the work as specified; the County may consider the Contractor to be in default and may terminate the contract.

13 BILLING AND PAYMENT:

13.1 The Contractor shall submit separate invoices for each Purchase Order issued. Invoices shall be sent to Department of Public Works, Bureau of Highways, 7125 Riverwood Drive, Suite B, Columbia, Maryland 21045. Invoices in the proper form and approved by the County shall be paid by the County within 30 days of receipt. Invoices without the necessary information may be returned for correction prior to payment.

13.2 Each invoice shall include the following information:

- 13.2.1 Contractor's name;
- 13.2.2 Address;
- 13.2.3 Federal tax identification number;
- 13.2.4 Contract number, if applicable (i.e., 44XXXXXXXXXX);
- 13.2.5 Purchase Order number (i.e., 2XXXXXXXXXX);
- 13.2.6 Contract line number;
- 13.2.7 Unit price and extended price (unit price must match a contract line); and
- 13.2.8 Description of goods provided and/or services performed.

13.3 The County reserves the right to make payments on Visa procurement cards when orders are placed using procurement cards as indicated in the Purchase Order Terms and Conditions, Method of Ordering. Contractors are not permitted to charge the County additional fees over and above their bid prices to process payments on procurement cards.

13.4 The County reserves the right to make payments via electronic funds transfer (a.k.a. ACH).

13.5 Delivery tickets signed by authorized County personnel shall accompany invoice, if applicable.

13.6 Payment shall be made after delivery and upon receipt of proper invoice from Contractor and authorization by the head of the department or their designee.

13.7 All amounts, costs, or prices referred to herein shall be United States of America currency.

13.8 The proper form of County invoices requires that the necessary information be included on all invoices. Invoices without the necessary information may be returned for correction prior to payment. The County reserves the right to approve invoices, in its sole discretion, and to request such detail and additional information as the County, in its discretion deems appropriate.

13.9 All pricing shall be quoted as FOB Destination, Inside Delivery.

14 EXCEPTIONS: If the Contractor cannot meet the terms, conditions and/or specifications of the IFB, the Contractor must furnish a statement on company letterhead giving a complete description of any exceptions to the terms, conditions, and specifications. Failure to furnish the statement shall mean that the Contractor agrees to all terms, conditions, and specifications. Exceptions taken do not obligate the County to change the terms, conditions and/or specifications. Exceptions to the terms and/or conditions may be sufficient cause for rejection of the Contractor's response. The County will not accept any exceptions to the Agreement after the opening date and time of this solicitation.

15 SITE CONDITIONS: The submission of a bid shall be considered representation that the Contractor has carefully investigated all conditions which affect or may, at some future date, affect the performance of the work or services covered by the solicitation, the entire area to be serviced as described in the solicitation and that the Contractor is fully informed concerning the conditions to be encountered, character, quality and quantity of work to be performed, and equipment and materials to be furnished. The Contractor shall also be familiar with all Federal, State, and County laws, all codes, and ordinances of the County which in any way

affect the performance of the work, or persons engaged or employed in the work, or the materials and equipment used in the work.

16 **WARRANTY:**

16.1 The Contractor warrants the linestriping furnished to be of the highest quality, complying with the specifications and free from all defects whatsoever in workmanship and materials, for a period of one year from the date of delivery. Replacements and repairs under this warranty are to be made by the Contractor at no cost and to the satisfaction of the County.

16.2 The material supplied by the Contractor shall carry the manufacturer's standard new material warranty.

17 **TECHNICAL SPECIFICATIONS:** All work on this project shall conform to the Maryland Department of Transportation, State Highway Administration's (MDSHA) Specifications entitled, "Standard Specifications for Construction and Materials Book", revisions thereof, or additions thereto, (see the "Notice to Contractor- Request for Information" for the version applicable to this Contract); and the Special Provisions included in this Invitation for Bids. In case of discrepancy between the Special Provisions and all other provisions contained in the contract, the Engineer will be the sole authority as to the proper procedure to follow.

17.1 **MATERIALS:**

17.1.1 The Contractor shall provide all materials such as paint and glass beads, for this project. The Contractor shall use non-toxic, fast-dry, acrylic waterborne traffic paint. The Contractor shall use only those paints on MDSHA's current approved paint list found elsewhere in this solicitation. Paint shall meet the specifications, also found elsewhere in this solicitation. The cost of glass beads is incidental to each paint item.

17.1.2 At the time of award, the Contractor shall be responsible to have all necessary materials tested and purchased before the start date.

17.1.3 All paint not used in painting lines, such as priming guns prior to line painting, cleanup operations from loading, etc., shall be removed so as not to be unsightly or hazardous to the public. The Contractor shall follow MDSHA guidelines established for handling hazardous materials and waste.

17.1.3.1 All lines shall have standard reflective glass beads installed as per specifications.

17.1.3.2 Prior to beginning work, the Contractor shall submit a Source of Supply for materials to the DPW – Bureau of Highways, Traffic Engineering Division. All applicable materials shall be selected from the Qualified Product List (QPL), unless specifically waived by an attachment to these Contract Provisions. When conformance with NCHRP 350 or Manual for Assessing Safety Hardware (MASH) 2016 is required, applicable materials or devices should be selected from the current QPL and the Contractor shall submit Source of Supply and required certifications to the DPW – Bureau of Highways, Traffic Engineering Division. The specification for all materials to be used shall be in conformance with the Standard Specifications for Construction and Materials

17.2 **EQUIPMENT:**

17.2.1 The Contractor shall use a highway striping truck capable of carrying sufficient materials to paint continuously for 4 hours minimum, conditional to local control by the Engineer. The striping unit shall be capable of painting up to three lines simultaneously and have qualified operators controlling the paint gun stations and driving the paint machine.

- 17.2.2 The Contractor shall supply protection vehicles as needed to conform to the "Manual on Uniform Traffic Control Devices" (MUTCD). All vehicles shall be equipped as specified. All equipment shall be equipped and capable of nighttime operations.
- 17.2.3 Storage Facilities - Facilities for the storage of materials and/or equipment shall be coordinated between the DPW Bureau of Highways and Contractor.
- 17.3 LINESTRIPING APPLICATION:
- 17.3.1 The road surface shall not be painted, after being wet either by rain or heavy dew, for 2 hours after the disappearance of wet surfaces in all areas. Special attention shall be paid to shaded or sheltered areas to guarantee that the road surface is completely dry.
- 17.3.2 Accuracy - Roadway lines shall be retraced as presently painted. No deviation from the existing lines will be allowed, other than 0 to 12 inches longitudinally before or after any one-line segment, and no lateral deviation exceeding 1 1/2 inches.
- 17.3.3 Line widths - All single-width lines shall be a minimum of 5 inches wide, and all double-width lines shall be 10 inches wide, minimum, regardless of roadway type or width of existing markings.
- 17.3.4 Double yellow centerlines shall be separated by a space of 5 inches.
- 17.3.5 Lane line skips on dual highways shall not change to solid lines when approaching signalized intersections, but shall continue as skips up to (but not through) those intersections.
- 17.3.6 Turn lane storage lines shall be painted as solid lines with the appropriate skip line segments.
- 17.3.7 Any linestriping errors committed by the Contractor shall be removed by the Contractor according to the MDSHA's approved method, preferably by waterblasting or sandblasting, at the Contractor's expense. Any pavement damaged by the Contractor's removal method shall be replaced by the Contractor at no cost to the County. Covering up errors with black paint, tape, driveway sealer, or any other material will not be permitted.
- 17.3.8 Any lines painted by the Contractor not meeting the MDSHA's Traffic Paint Specifications shall be retraced correctly at the Contractor's expense.
- 17.4 MAINTENANCE OF TRAFFIC: Maintenance of Traffic shall not be a separate pay item. It shall be considered incidental to the other pay items.
- 17.5 TRAFFIC CONTROL PLAN (TCP):
- 17.5.1 Work Restrictions. The Engineer reserves the right to modify or expand the methods of traffic control or working hours as specified in the Contract Documents. Any request from the Contractor to modify the work restrictions shall require written approval from the Engineer at least 72 hours prior to implementing the change. The Contractor shall submit a copy of the original work restrictions with the written request.
- 17.5.2 Work is not permitted on the following holidays, nor is work permitted on the day immediately preceding and immediately following the holidays indicated below with an "*" - To be determined later for each work assignment location.
- New Year's Day
Martin Luther King's Birthday
President's Day
Good Friday
Easter Weekend*

Memorial Day*
Juneteenth
Independence Day*
Labor Day*
Indigenous People's Day
Veterans Day
Thanksgiving Day*
Day after Thanksgiving*
Christmas Day

- 17.5.3 Work is not permitted on Saturdays and Sundays unless prior written approval is given by the Engineer.

APPENDIX 1
Category 900 Materials
Section 951 - Pavement Marking Materials

CATEGORY 900 MATERIALS

SECTION 951 — PAVEMENT MARKING MATERIALS

951.01 PAVEMENT MARKING PAINT

Pavement marking paint is a non-toxic, ready-mixed pigmented binder emulsified in water, capable of anchoring reflective glass beads applied separately.

951.01.01 Restrictions. Pavement marking paint shall not contain any hazardous material listed in CFR 40, Section 261.24, Table 1.

951.01.02 Physical Requirements. Pavement marking paint shall conform to the manufacturer's formulations as approved and shall be controlled from batch to batch. Paints shall be compatible with cleaning solvents used in equipment cleaning.

Production batch samples will be subject to random tests, such as but not limited to, X-ray spectroscopy, infrared spectroscopy, ultraviolet spectral analysis, and atomic absorption spectroscopy.

Pavement marking paint shall also conform to the following.

- (a) **Viscosity.** D562. The viscosity shall be 85 ± 10 KU.
- (b) **Pigment For Yellow Pavement Marking Paint.** The colorants used to attain the yellow color shall be titanium dioxide and one or more of the following. Pigment Yellow 65, Pigment Yellow 75, and opaque Pigment Yellow 74.
- (c) **Color and Appearance.** AMS-STD-595A; 38907 for yellow or 37925 for white. Evaluate color and appearance using the following: CIE 1976 $L^*a^*b^*$, illuminant D65, and standard observer angle 1931 CIE 2 degrees. The geometry shall be 45/0 or 0/45, or d/8, excluding specular gloss.

Take measurements from samples applied to an opacity chart, e.g., Leneta Form 2A, at a wet film thickness of 15 mils $\pm$ 1 mil. The applied sample shall have been allowed to dry for at least 12 hours before measurements are taken. The evaluation shall be as follows:

- (1) **Production.** The color of the dry paint shall match the $L^*a^*b^*$ values provided, under the specified conditions. For white paint the values are: $L^* = 94.80$, $a^* = -2.35$, $b^* = 3.20$. For yellow paint the values are: $L^* = 80.70$, $a^* = 19.40$, $b^* = 88.65$. The colors shall match when compared instrumentally.

- (2) **Control.** The maximum permissible variation from the specified $L^*a^*b^*$ values shall be $2.0 \Delta E_{cmc}$. Take measurements from a sample applied over the black portion of an opacity chart.

Batches will be approved based on a laboratory visual evaluation for blemishes and irregularities in the test specimen (e.g., cracks, flaking, surface depressions, pooling, etc.) that would interfere with the measurement of color and appearance on the opacity chart. The final decision will be as determined.

- (3) **Reflectance.** The reflectance, without beads and using CIE XYZ Y_{xy} shall be a minimum Y of 80 percent for white batches; and a minimum of 50 percent for yellow batches; with a maximum of 60 percent. Take measurements from a sample applied over the black portion of an opacity chart.
- (4) **Color Difference over Black and White.** The measured color difference between readings taken over the black portion of the opacity chart from those taken over the white portion shall be a maximum value of $1.0 \Delta E_{cmc}$ for white products and $1.3 \Delta E_{cmc}$ for yellow products.
- (5) **Yellowness Index.** E313. Determine the yellowness index of the white paint using Equation 1 and the coefficients for CIE D 65 illumination, 1931 from Table 1. The yellowness index shall not exceed 8.0.
- (6) **No-Track.** Paint shall conform to 60 second no-track requirements. Determine the no track condition by passing over the applied line with a standard passenger car or pickup truck at approximately 30 degrees. The pavement surface shall show no evidence of the paint being picked up and re-deposited on the pavement by the vehicle when viewed from a distance of 50 ft.
- (d) **Flexibility.** TT-P 1952D. The binder shall not display cracking or flaking when subjected to the flexibility test; except the panels shall be 35 to 31 gauge (0.0078 to 0.0112 in.) and the tin plate approximately 3 x 6 in. Tin plates shall be lightly buffed with steel wool and thoroughly cleaned with solvent and dried before use.
- (e) **Weight per Gallon.** D1475. The weight per gallon shall be within ± 0.3 lb/gal of the value obtained on the National Transportation Product Evaluation Program's (NTPEP) North Test Deck. The Administration will stipulate another target value if the NTPEP requirements are waived.
- (f) **Shelf Life.** Paint shall not skin, curdle, settle, be difficult to apply or unusable within 12 months of the manufacture date. The supplier shall replace unacceptable containers of paint as directed. Do not use paint from a batch 12 months beyond the manufacture date.

951.01.03 Qualification. Manufacturers desiring to have their paints approved for Administration use shall have their products evaluated on the NTPEP North Test Deck. Materials meeting the requirements and performing satisfactorily throughout the evaluation period will be placed on the Qualified Products List (QPL) maintained by the Office of Materials Technology. Only NTPEP evaluated formulations will be considered candidates for selection, unless otherwise waived. The Office of Materials Technology will determine qualification.

951.01.04 Material Acceptance. The manufacturer shall provide access to the Administration's representative for collecting production batch samples prior to shipment. The samples shall be sent to the Administration laboratory for QA testing. Each sample shall be accompanied by certification as specified in TC-1.03. Production batch samples will be subject to random tests as specified in 951.01.02. The Administration will determine conformance with the requirements. Approval will be required before a batch or portion of a batch is shipped.

951.01.05 Certification. The manufacturer shall certify that any paint batch supplied conforms to all applicable specifications in accordance with TC-1.03 and as specified; and provide a statement certifying that any paint supplied is identical in composition to the material submitted for NTPEP testing. The same code name used on the test deck must identify the product. Failure to certify will be grounds for product batch rejection.

Certification for yellow paint shall include the name or the type of colorant used to achieve the yellow color. All paint composition and chemical analysis information will keep confidential.

Certification shall also contain the following.

- (a) Manufacturer's name.
- (b) Manufacturer's address.
- (c) Material color.
- (d) Manufacture date f (mm-dd-yy).
- (e) Lot or batch identification number.
- (f) Lot/batch size.
- (g) Recommended paint temperature at the spray gun.
- (h) Material Safety Data Sheets.

951.01.06 Production Facility.

- (a) The producer shall provide a facility capable of producing pavement marking paint in the quantity and quality specified; subject to Administration approval.

- (b) The producer shall provide a laboratory capable of performing the required tests; subject to Administration approval.

951.01.07 Packaging. Label each container with the following information.

- (a) Manufacturer's Name.
- (b) Manufacturer's address.
- (c) Material color and component type, if applicable.
- (d) Manufacture date (mm-yy).
- (e) Lot or batch identification number.

951.02 PAVEMENT MARKING TAPE

Pavement marking tape shall be capable of adhering to new or existing asphalt pavement or Portland cement concrete surfaces. The tape shall be backed with a pressure sensitive adhesive. The tape shall be applied according to the manufacturer's recommendations. A primer may be used to condition the pavement surface prior to placement according to the manufacturer's recommendations.

- (a) The tape shall be permanent, durable, highly retroreflective, and designed to withstand high traffic volumes and severe wear conditions. The tape shall be manufactured as longitudinal tape or legends/symbols and the surface texture may be either flat or patterned.
- (b) The tape shall remain in place on the pavement surface without being displaced by traffic, and shall not be affected by weather conditions.

951.02.01 Categories. Pavement marking tape shall consist of a mixture of polymeric materials, pigments and reflective spheres distributed throughout the base cross-sectional area with retro-reflective spheres bonded to the topcoat surface. Pavement marking tape shall conform to one of the following categories.

- (a) **Inlaid Pavement Marking Tape – Warranty.** The material shall be capable of being inlaid into new asphalt pavement surfaces.
- (b) **Surface-applied Pavement Marking Tape.** The material shall be capable of being applied to existing asphalt or Portland cement concrete pavement surfaces.

- (c) **Contrast Pavement Marking Tape.** The material shall consist of yellow and black or white and black tapes bonded together to form a one piece roll or may be two separate tapes that are placed together on the pavement. The single roll or the separate tapes shall be 3 in. wider than the normal width of the tape. The black portion shall be evenly divided with 1 1/2 in. on each side of the white or yellow tape. The material shall be capable of being applied to Portland cement concrete surfaces.

951.02.02 Restrictions. The combined total of heavy metals listed in the Environmental Protection Agency Code of Federal Regulations (CFR) 40, Section 261.24, Table 1, if present, shall not exceed 100 ppm when tested by X-Ray Fluorescence, ICP, or a comparable method capable of this level of detection.

951.02.03 Physical Requirements. The material shall meet the following:

- (a) **Glass Beads.** Refer to 951.09. Glass beads shall not contain more than 200 parts per million when tested in accordance with EPA Methods 3052, 6010B and 6010C.
- (b) **Retroreflectance.** The manufacturer shall certify that the white and yellow materials have the minimum initial retroreflectance values of 350 mcd/L/m² for white and 250 mcd/L/m² for yellow markings in any 528 ft section. Retro-reflectance shall be measured using a reflectometer with CEN 30-meter geometry (88.76 degree entrance angle and 1.05 degree observation angle).
- (c) **Color.** The color of the material shall match AMS-STD-595A color chips for white (37925), yellow (38907) or black (37038).
- (d) **Frictional Resistance.** E 303. The surface of the retroreflective pliant polymer shall provide a minimum initial average skid resistance value of 45 BPN.
- (e) **Appearance.** The material shall be of good appearance and free from cracks. Edges shall be true, straight and unbroken.
- (f) **Application.** If the markings are to be applied in a specific direction, the material shall be marked as to the application direction.
- (g) **Packaging.** All materials supplied shall be packaged in conformance with accepted commercial standards. Materials manufactured in rolls shall have no more than three splices per 150 ft of length.
- (h) **Shelf life.** Materials shall have a minimum shelf life of one year.

951.02.04 Qualification. Manufacturers desiring to have their materials approved for Administration use shall have their products evaluated on the NTPEP North Test Deck unless otherwise waived. Materials meeting the requirements and performing satisfactorily throughout the evaluation period will be placed on the Administration's Qualified Products List. The Office of Materials Technology will determine qualification.

951.02.05 Certification. The manufacturer shall furnish certification per TC-1.03 and provide Material Safety Data Sheets for all products submitted for use. The manufacturer shall certify that any pavement marking tape supplied conforms to the samples evaluated on the NTPEP test deck. Formulas shall be identified by referring to the code used on the deck.

Submit certification for inlaid pavement marking tape per Section 552.

The manufacturer shall also provide the following:

- (a) A facility capable of producing the tape in the quantities and quality required by the Administration.
- (b) A laboratory capable of performing the tests required in 951.02.03.
- (c) Both facilities will be subject to Administration approval.

951.03 EPOXY PAVEMENT MARKINGS

Epoxy pavement markings consist of a two-component, 100 percent solids system.

951.03.01 Physical Components.

(a) Composition.

COMPONENT A		
	PERCENT BY WEIGHT	
PIGMENT	WHITE	YELLOW
Epoxy Resin	75 - 82	75 - 79
Titanium Dioxide	18 - 25	14 - 17
Organic Yellow	—	7 - 8

- (1) D 476. Component A White shall consist of Type II Rutile Titanium Dioxide only. No extender pigments are permitted. Component A Yellow shall consist of yellow pigments and tinting colors proportioned to produce the color specified in 951.08.02(a). Titanium Dioxide used in Component A Yellow shall conform to Type II Rutile.
- (2) The epoxy system shall contain no volatile solvents. The cured film shall be no less than 99.5 percent of the wet film thickness of the test panel.
- (b) **Epoxide Number.** D1652. The pigment free weight per epoxy equivalent (WPE) for Component A White and Yellow shall conform to a target value of ± 50 as manufactured and as approved.

- (c) **Amine Number.** D2074. The amine value of the curing agent Component B shall consist entirely of stable amines. The total amine value shall conform to a target value ± 50 as provided by the manufacturer and as approved.

951.03.02 Restrictions. The combined total of heavy metals listed CFR 40, Section 261.24, Table 1, shall not exceed 100 ppm when tested by X-Ray Fluorescence, ICP, or comparable method capable of this level of detection.

951.03.03 Mixed Composition.

- (a) **Mixing Ratio.** The mixing ratio for the epoxy pavement marking material shall be proportioned according to the manufacturer's recommendations. The ratio shall not vary more than 2.5 percent.

(b) **Color - White and Yellow.**

- (1) **Production.** The color of the cured epoxy material film of the production sample shall match the specified color chips conforming to AMS-STD-595A when visually compared or by instrumental measurement.

- (2) **Control.** Control color matching determinations will be made using a Pacific Scientific Color Machine at an observation angle of 2 degrees, and the C.I.E. Chromatically Coordinate Color Matching System under light source Illuminate C, with the following tolerances permitted between the standard chip and the cured epoxy film sample:

	WHITE Color No. 37925		YELLOW Color No. 38907	
	X	Y	X	Y
Standard Chip	0.310	0.330	0.480	0.450
Delta Tolerance	± 0.020	± 0.020	± 0.030	± 0.030

- (c) **Yellowing Index.** E313. After curing for 72 hours, the yellowing index of the white material when tested using the C.I.E. Scale Illuminate C and 45/2 degrees geometry shall not exceed 8.0 preceding QUV and shall not exceed 15.0 QUV after 72 hours.
- (d) **Toxicity.** The material shall not exude fumes which are toxic or injurious to persons or property when heated to the application temperature.
- (e) **Directional Reflectance.** E1347. The directional reflectance(s) shall be minimums of 80 for white and 50 for yellow after QUV using the C.I.E. Scale Illuminate C and 45/2 degrees geometry.

- (f) **Abrasion Resistance.** C501. The abrasion resistance of the material (mixed without glass beads) shall be 80 mg maximum loss when tested using a 1000 g load, 1000 cycles, CS-17 wheel and a 15 ± 0.5 mil wet film thickness on a S-16 plain steel plate.
- (g) **Hardness.** D2240. The Type D Durometer Hardness shall be 75 minimum. Cast test films on a suitable substrate at 20 ± 1 mil wet film thickness. The film shall be cured 24 to 72 hours at 75 ± 2 F prior to testing.
- (h) **Tensile Strength.** D638. The average tensile strength shall be a minimum of 6000 psi when tested using Type IV molded specimens. Specimens shall be cured 24 to 72 hours at 75 ± 2 F in relative humidity of 50 ± 3 percent prior to testing.
- (i) **Compressive Strength.** D695. The compressive strength of the material shall be a minimum of 12 000 psi. Test specimens shall be cured 72 hours at 75 ± 2 F in relative humidity of 50 ± 3 percent prior to testing.
- (j) **Adhesion to Concrete.** ACI Method 503. Epoxy pavement markings shall have a 4000 psi minimum adhesion to the concrete surface with 100 percent concrete failure. The prepared specimens shall be conditioned for 24 to 72 hours at 75 ± 2 F prior to testing.
- (k) **Infrared Spectroscopy.** Both component A and component B shall be analyzed to verify for control purposes that materials submitted for use are of an identical formulation as originally approved. Deviations from comparison with the original sample shall be cause for rejection.
- (l) **Curing.** D711. Epoxy marking materials shall be fully cured at a surface temperature of 35 F or above. The pavement marking material shall exhibit a no-tracking time of less than 10 minutes. The manufacturer shall furnish a table depicting typical no-track time versus various temperatures in the recommended application temperature range.

951.03.04 Qualification. Manufacturers desiring to have their materials approved for Administration use shall have their products evaluated on a NTPEP North Test Deck unless otherwise waived. Materials meeting the requirements and performing satisfactorily throughout the evaluation period will be placed on the Administration's Qualified Products List. The Office of Materials Technology will determine qualification.

951.03.05 Material Acceptance. The manufacturer shall provide access to the Administration's representative for collecting samples from each production batch prior to shipment. The samples shall be sent to the Administration's laboratory for QA testing. Each sample shall be accompanied by certification as specified in TC-1.03. Production batch samples will be subject to random tests, such as but not limited to, X-ray spectroscopy, infrared spectroscopy, ultraviolet spectral analysis, and atomic absorption spectroscopy. The Administration will determine conformance with the requirements. Approval will be required before a batch, or a portion of a batch is shipped.

Take random samples on the project according to the Material Quality Assurance Processes and test as specified. Non-conformance may result in the suspension from the certification program until qualification is reestablished.

951.03.06 Certification. TC-1.03. The manufacturer shall certify that any pavement marking batch supplied conforms to all specifications and provide a statement certifying that any paint supplied is identical in composition to the material submitted for NTPEP testing. The same code name used on the test deck must identify the product. Failure to certify will be grounds for product batch rejection.

Certification shall also include the following.

- (a) Manufacturer's name.
- (b) Manufacturer's address.
- (c) Material color.
- (d) Manufacture date f (mm-dd-yy).
- (e) Lot or batch identification number.
- (f) Lot/batch size.
- (g) Material Safety Data Sheets.

951.03.07 Packaging. Label each container with the following:

- (a) Manufacturer's Name.
- (b) Manufacturer's address.
- (c) Material color and component type, if applicable.
- (d) Manufacture date (mm-yy).
- (e) Lot or batch identification number.

951.03.08 Production Facility.

- (a) The manufacturer shall provide a facility capable of producing thermoplastic pavement markings in the quantity and quality specified; subject to Administration approval.
- (b) The manufacturer shall provide a laboratory capable of performing the required tests; subject to Administration approval.

951.04 THERMOPLASTIC PAVEMENT MARKINGS

Thermoplastic pavement markings shall be homogeneously composed of pigment, filler, resins, glass beads and conform to the following.

951.04.01 Composition.

COMPONENT	TEST METHOD	COLOR	
		WHITE	YELLOW
Binder, % min	Certified	18.0	18.0
Premixed Reflective Beads, % min	MSMT 614	30.0	30.0
Titanium Dioxide, % min	X-Ray Fluorescence	10.0	N/A
Calcium Carbonate Inert fillers, % max	D34	42.0	*
Yellow Pigment, % —	—	N/A	*

*Amount of yellow pigment, calcium carbonate and filler shall be at the option of the manufacturer.

- (a) **Restrictions.** Thermoplastic pavement markings shall not contain any hazardous material listed in CFR 40, Section 261.24, Table 1. Diarylide type pigments shall only be used when the pavement marking material application temperature does not exceed 392 F.
- (b) **Binders.** Binder shall be alkyd consisting of maleic modified glycerolester of resin and other plasticizers.
- (c) **Titanium Dioxide.** Rutile type.
- (d) **Inner Mix Glass Beads.** Refer to 951.09. Glass beads shall not contain more than 200 parts per million when tested in accordance with EPA Methods 3052, 6010B and 6010C.

951.04.02 Properties.

(a) Physical Properties.

TEST PROPERTY	TEST METHOD	SPECIFICATION LIMITS
Bond Strength, psi min.	T 250	180
Softening Point, F		215 ± 15
Low Temperature Stress Resistance	T 250	No Cracks
Abrasion Resistance	MSMT 614	0.5 g. Loss, max

- (b) **Specific Gravity.** The specific gravity of the white and yellow pavement marking material shall be 1.7 to 2.2 when tested according to MSMT 614.

(c) **Color.** After heating for 4 ± 0.5 hours at 425 ± 3 F, the thermoplastic shall meet E1347 and the following.

(1) **Production.** The color of the cured thermoplastic material film shall match the AMS-STD-595A Color chips when compared by instrumental measurement.

(2) **Control.** Control color matching determinations will be made using a Pacific Scientific Color Machine, and an observation angle of 2° , and the CIE Chromaticity Coordinate Color Matching System under light source Illuminate C, with the following tolerances permitted between the standard chip and the cured thermoplastic film sample.

	WHITE Color No. 37925		YELLOW Color No. 38907	
	X	Y	X	Y
Standard Chip	0.310	0.330	0.480	0.450
Delta Tolerance	± 0.020	± 0.020	± 0.030	± 0.030

(d) **Reflectance.**

COLOR	TEST METHOD	DAYLIGHT REFLECTANCE at Degree	PERCENT Min.
White	AMS-STD-595A No. 37925	45 - 0	80
Yellow	AMS-STD-595A No. 38907	45 - 0	50

(e) **Yellowing Index.** E313. The yellowing index of the white material shall not exceed 8 prior to QUV and 15 after QUV.

951.04.03 Qualification. Manufacturers desiring to have their products approved for Administration use shall have their products evaluated on the NTPEP North Test Deck. Materials meeting the requirements and performing satisfactorily throughout the evaluation period will be placed on the Administration's Qualified Products List. Only NTPEP evaluated products will be considered candidates for selection, unless otherwise waived. The Office of Materials Technology will determine qualification.

951.04.04 Material Acceptance. The manufacturer shall provide access to the Administration's representative for collecting samples from each production batch prior to shipment. The samples shall be sent to the Administration's laboratory for QA testing. Each sample shall be accompanied by certification as specified in TC-1.03. Production batch samples will be subject to random tests, such as but not limited to, X-ray spectroscopy, infrared spectroscopy, ultraviolet spectral analysis, and atomic absorption spectroscopy. The Administration will determine conformity with the requirements. Approval is required before a batch or a portion of a batch is shipped.

Random samples may be taken on the project and tested for conformance with these specifications. Nonconformance may result in the suspension from the certification program until qualification is reestablished.

951.04.05 Certification. TC-1.03. The manufacturer shall certify that any pavement marking batch supplied conforms to all applicable specifications and shall provide a statement certifying that any material supplied is identical in composition to the material submitted for NTPEP testing. The same code name used in the published report from the test deck must identify the product. Failure to certify will be grounds for batch rejection.

Certification shall also contain the following.

- (a) Manufacturer's name.
- (b) Manufacturer's address.
- (c) Material color.
- (d) Manufacture date f (mm-dd-yy).
- (e) Lot or batch identification number.
- (f) Lot/batch size.
- (g) Material Safety Data Sheets.

951.04.06 Production Facility.

- (a) The manufacturer shall provide a facility capable of producing thermoplastic pavement markings in the quantity and quality specified; subject to approval.
- (b) The manufacturer shall provide a laboratory capable of performing the required tests, subject to approval.

951.04.07 Packaging. Label each container with the following information.

- (a) Manufacturer's Name and Address.
- (b) Material color and component type, if applicable.
- (c) Manufacture date (mm-yy).
- (d) Lot or batch identification number.

951.05 THERMOPLASTIC PAVEMENT MARKINGS - 40-MIL HIGH BINDER

Thermoplastic material shall be composed of a homogeneous mixture of pigment, filler, resins and glass beads and shall conform to the following.

951.05.01.

(a) Composition.

COMPONENT	TEST METHOD	COLOR	
		WHITE	YELLOW
Binder, % min	Certified	25.0	25.0
Premixed Reflective Beads, % min	MSMT 614	25.0	25-40 MIL.0
Titanium Dioxide, % min	X-Ray Fluorescence	10.0	N/A
Calcium Carbonate Inert fillers, % max	D34	42.0	*
Yellow Pigment, % —	—	N/A	*

*Amount of yellow pigment, calcium carbonate and filler shall be at the option of the manufacturer, provided all other requirements are in conformance.

(b) **Restrictions.** Pavement marking paint shall not contain any hazardous material listed in CFR 40, Section 261.24, Table 1. Diarylide type pigments shall only be used when the manufacturer or pavement marking material application temperature does not exceed 392 F.

(c) **Binders.** The binder shall be alkyd consisting of maleic modified glycerolester of resin and other plasticizers.

(d) **Titanium Dioxide.** Rutile type.

(e) **Inner Mix Beads.** Refer to 951.09. Glass beads shall not contain more than 200 parts per million when tested in accordance with EPA Methods 3052, 6010B and 6010C.

951.05.02 Properties.

(a) Physical Properties.

TEST PROPERTY	TEST METHOD	SPECIFICATION LIMITS
Bond Strength, psi min.	T 250	180
Softening Point, F		215 ± 15
Low Temperature Stress Resistance	T 250	No Cracks
Abrasion Resistance	MSMT 614	0.5 g max. loss

(b) **Specific Gravity.** MSMT 614. The specific gravity of the white and yellow pavement marking material shall be 1.7 to 2.2.

(c) **Color.** E1347. After heating for 4 ± 0.5 hours at 425 ± 3 F, the thermoplastic shall be as specified and the following.

- (1) **Production.** The color of the cured thermoplastic material film of the production sample shall match the AMS-STD-595A Color chips specified when compared by instrumental measurement.
- (2) **Control.** Control color matching determinations will be made using a Pacific Scientific Color Machine, and an observation angle of 2° , and the CIE Chromaticity Coordinate Color Matching System under light source Illuminate C, with the following tolerances permitted between the standard chip and the cured thermoplastic film sample.

	WHITE Color No. 37925		YELLOW Color No. 38907	
	X	Y	X	Y
Standard Chip	0.310	0.330	0.480	0.450
Delta Tolerance	± 0.020	± 0.020	± 0.030	± 0.030

(3) **Reflectance.**

COLOR	TEST METHOD	DAYLIGHT REFLECTANCE at Degree	PERCENT MIN
White	AMS-STD-595A No. 37925	45 - 0	80
Yellow	AMS-STD-595A No. 38907	45 - 0	50

(d) **Yellowing Index.** E313. The yellowing index of the white material shall not exceed 8 prior to QUV and 15 after QUV testing.

951.05.03 Qualification. Manufacturers desiring to have their materials approved for Administration use shall have their products evaluated on the NTPEP North Test Deck unless otherwise waived. Materials meeting the requirements and performing satisfactorily throughout the evaluation period will be placed on the Administration's Qualified Products List. The Office of Materials Technology will determine qualification.

951.05.04 Material Acceptance. The manufacturer shall provide access to the Administration's representative for collecting samples from each production batch prior to shipment. The samples shall be sent to the Administration's laboratory for QA testing. Each sample shall be accompanied by certification as specified in TC-1.03. Production batch samples will be subject to random tests, such as but not limited to, X-ray spectroscopy, infrared spectroscopy, ultraviolet spectral analysis, and atomic absorption spectroscopy. The Administration will determine conformance with the requirements. Administration authorization shall be required before a batch, or a portion of a batch is shipped.

Random samples may be taken on the project in conformance with the Sample Frequency Guide and tested for conformance with these specifications. Nonconformance may result in the suspension from the certification program until qualification is reestablished.

951.05.05 Certification. The manufacturer shall certify in accordance with TC-1.03 that any pavement marking batch supplied complies with all applicable specifications and conforms to the formulation identified by the same product code or name placed on the NTPEP test deck from which it was approved. The same code or name as used in the published report from that test deck must identify the product. Failure to certify will be considered grounds for product batch rejection.

Certification shall also include the following.

- (a) Manufacturer's name.
- (b) Manufacturer's address.
- (c) Material color.
- (d) Manufacture date f (mm-dd-yy).
- (e) Lot or batch identification number.
- (f) Lot/batch size.
- (g) Material Safety Data Sheets.

951.05.06 Production Facility.

- (a) The manufacturer shall provide a facility capable of producing thermoplastic pavement markings in the quantity and quality specified; subject to Administration approval.
- (b) The manufacturer shall provide a laboratory capable of performing the required tests; subject to Administration approval.

951.05.07 Packaging. Label each container with the following information.

- (a) Manufacturer's Name.
- (b) Place of Manufacture.
- (c) Color of Material and Component Type, if applicable.
- (d) Date of Manufacture (month-year).
- (e) Batch or Lot Identification Number.

951.06 PREFORMED THERMOPLASTIC PAVEMENT MARKINGS

The material shall be highly durable retroreflective polymeric materials designed for use as transverse lines, numbers, legends, symbols and arrow markings subjected to high traffic volumes and severe wear conditions such as shear action from crossover or encroachment.

- (a) The material shall adhere to all asphalt pavement and Portland cement concrete (PCC) pavement surfaces and any existing pavement markings when applied according to the manufacturer's recommendations.
- (b) The material shall be capable of conforming to pavement contours, breaks and faults, shall not be affected by weather conditions, and shall remain in place on pavement surfaces without being displaced by traffic.
- (c) The material shall have a minimum shelf life of one year.

The material shall conform to the requirements of the MdMUTCD and the following:

- (a) **Composition.** Refer to the relevant sections of M 249. The material shall consist of polymeric materials, pigments, binders and glass beads distributed throughout the entire cross-sectional area.

Restrictions. The combined total of lead, cadmium, mercury and hexavalent chromium shall not exceed 100 ppm when tested by X-ray diffraction, ICP, or comparable method capable. Non-leachable lead based pigments will not be permitted. Diarylide type pigments shall only be used when the manufacturer's recommended application temperature does not exceed 392 F.

- (b) **Color.** AMS-STD-595A color chip Nos. 17886 for white and 13538 for yellow.
- (c) **Frictional Resistance.** E303. The surface of the applied material shall provide a minimum average skid resistance value of 50 BPN when tested as specified.
- (d) **Patching.** The material shall be capable of use for patching worn areas of the same type.
- (e) **Thickness.** The minimum thickness without adhesive shall be 120 mils.
- (f) **Adhesion.** C666, Method B. The material shall retain a minimum of 65 percent adhesive bond after 100 freeze-thaw cycles.
- (g) **Beads.** M 247, Type I.

- (1) **Refractive Index.** MSMT 211.

- (2) **Acid Resistance.** MSMT 211. 15 percent of the beads (maximum) shall show formation of a distinct opaque white layer on the entire surface.

Field Testing. Materials selected for use on Administration projects shall be field tested for performance at AASHTO regional test facilities, such as National Transportation Product Evaluation Program (NTPEP). The materials shall meet a minimum retained reflectance of 100 mcd/m²/lux after evaluation testing.

Materials performing satisfactorily throughout the test period will be placed on the Qualified Products List (QPL) maintained by the Office of Materials Technology.

Certification. TC-1.03. Samples submitted for testing shall be accompanied by the manufacturer's certified analysis. Any marking materials supplied shall be identical in composition to the material submitted for initial testing.

951.07 SNOWPLOWABLE RAISED AND NON-SNOWPLOWABLE RAISED PAVEMENT MARKERS

Snowplowable Raised Pavement Markers (SRPM) include markers installed in steel or polycarbonate holders or by direct application into a groove. Non-Snowplowable Raised Markers (NSRPM) are used with temporary pavement markings.

951.07.01. Pavement Marker Reflector Lenses. Pavement marker reflector lenses shall be 4.00 in. x 2.00 in. x 0.46 in. The slope of the reflecting surface shall be 30 degrees and the area of each reflecting surface shall be 1.7 in.². The outer surface of the shell shall be smooth except in identification areas. All pavement marker reflector lens shall be imprinted with the manufacturer's name and the model number.

- (a) **Lenses for SRPMs with Holders.** D4383. Pavement marker reflector lenses shall be comprised of materials with adequate chemical, water and UV resistance for the intended use capable of being installed in a steel casing or recessed polycarbonate holder and shall conform as specified. The reflector lens shall contain one or two prismatic reflective faces to reflect incident light from opposite directions. The reflector lens shall be in the shape of a shallow frustum of a pyramid. The bottom of the reflector lens shall be equipped with either an elastomeric pad to permit its attachment to the surface of the holder or the manufacturer's recommended adhesive may be used. The surfaces of the lens faces shall provide extremely durable abrasion resistance. Holders for the markers shall be either a steel casting or a plastic holder that is recessed in a groove.
- (b) **Lenses for Direct SRPMs without Holders.** D4383. Pavement marker reflector lenses be comprised of materials with adequate chemical, water and UV resistance for the intended use and shall conform as specified. The reflector lens shall contain one or two prismatic reflective faces to reflect incident light from opposite directions. The reflector lens shall be in the shape of a shallow frustum of a pyramid. The housing for

the lens shall be designed for application directly to the pavement in the specified groove.

951.07.02 SRPM Adhesive. M 237, Type IV. Use to fasten the SRPM holders and Direct SRPMs to the pavement as specified. Rapid set adhesives shall not be used. The surface of all marker lenses shall be free of gloss or substances that will inhibit bonding of the adhesive.

951.07.03 SRPM Holders

- (a) **Polycarbonate.** A polycarbonate plastic material with dimensions of 5.00 in. x 3.00 in. x 0.70 in. capable of holding a SRPM lens recessed in a 1/8 in. groove below the pavement surface. The polycarbonate holder shall have tabs capable of extending out onto the pavement for the purpose of proper positioning. The surface of the housing shall be free of dirt, oil, grease or any other substance that may reduce its bond to the epoxy adhesive.

951.07.04 Reflector Lens Adhesive. Used to fasten the reflector lens to the holder in accordance with the manufacturer's recommendations.

951.07.05 Non Snowplowable Raised Markers. D4280. NSRPMs. shall be comprised of materials with adequate chemical, water and UV resistance for the intended use and shall conform as specified. The reflector lens shall contain one or two prismatic reflective faces to reflect incident light from opposite directions. The reflector lens shall be in the shape of a shallow frustum of a pyramid. The bottom of the reflector lens shall be equipped with either a pressure-sensitive elastomeric pad to permit its attachment to the surface or be capable of being installed using a hot bitumen adhesive according to the manufacturer's recommendations.

951.07.06 Field Evaluation. SRPMs shall be evaluated on the National Transportation Product Evaluation Program's (NTPEP) North Test Deck. NSRPMs may be field evaluated on any NTPEP Test Deck. SRPMs and NSRPMs that perform satisfactorily throughout the evaluation period will be placed on the Administration's Qualified Products List (QPL). Random testing of samples will be performed and conformance will be determined by the Office of Materials Technology (OMT).

951.07.07 Quality Assurance Sampling. Refer to 549.03.02.

951.07.08 Material Shipment. SRPMs and NSRPMs shall be shipped in containers sealed by the manufacturer. The label on each container shall include the following.

- (a) Manufacturer's Name.
- (b) Place of Manufacture.
- (c) Color of Material and Component Type.
- (d) Date of Manufacture (month-year).

(e) Batch and Lot Identification Number.

(f) Size/quantity of lot represented.

951.07.09 Certification. Furnish certification for all SRPMs and NSRPMs as specified in TC-1.03. All SRPMs and NSRPMs supplied shall conform to the identical composition of the samples submitted for NTPEP evaluation. Identify SRPMs and NSRPMs by referring to the code used on the test deck SRPMs and NSRPMs that fail to conform will be rejected.

The manufacturer shall also provide the following.

- (a) Material Safety Data Sheets for all materials submitted for testing and use.
- (b) A facility capable of producing the SRPMs and RPMs in the quantity and quality required.
- (c) A laboratory capable of performing the required tests; subject to Administration approval.

951.08 REMOVABLE PAVEMENT MARKING TAPE

Removable pavement marking tape shall remain in place on the pavement surface without being displaced by traffic or affected by weather conditions. The tape shall be capable of being removed without the use of heat, solvents, grinding, or sand blasting and shall not leave an objectionable residue.

The tape shall be of good appearance and free from cracks. Edges shall be true, straight and unbroken. Line tape shall be in rolls having no more than three splices per 150 ft of length. All tape shall be packaged in conformance with accepted commercial standards and have a minimum shelf life of one year.

Select Removable pavement marking tape from the Qualified Products List (QPL).

Performance Requirements. The tape shall be applied in conformance with the manufacturer's recommendations to provide a neat, durable marking that will not flow or distort due to temperature. The tape shall be weather resistant and show no signs of lifting, tearing, shrinkage or other indications of poor adhesion that may reduce its useful life. The tape shall be capable of being removed without tearing into small pieces.

951.08.01 White and Yellow Tape. Removable pavement marking tape shall conform to the requirements of MdMUTCD and the following:

- (a) **Composition.** The tape shall consist of a mixture of polymeric materials, pigment, and glass beads distributed uniformly throughout the surface.

- (b) **Glass Beads.** 951.09. Glass beads shall not contain more than 200 parts per million when tested in accordance with EPA Methods 3052, 6010B and 6010C.
- (c) **Color.** The color of the tape shall match AMS-STD-595A color number 37925 - White and color number 38907 - Yellow.
- (d) **Retroreflectivity.** The minimum retroreflectivity shall be 500 mcd/lux/sq./m. for white tape and 300 mcd/lux/sq./m. for yellow tape.
- (e) **Frictional Resistance.** E 303. The British Pendulum Number shall be a minimum of 50.

951.08.02 Blackout Tape. Blackout tape shall conform to the requirements of the MdMUTCD and the following:

- (a) **Composition.** Blackout tape shall consist of a mixture of high quality polymeric materials, pigments, and inorganic fillers distributed throughout its cross sectional area, with a matte black non-reflective surface and shall not contain metallic foil. The tape shall be pre-coated with a pressure sensitive adhesive. A nonmetallic medium shall be incorporated to facilitate removal.

Patterned tapes shall have a minimum of 20 percent of the total surface area raised and coated with nonskid particles. The channels between the raised areas shall be substantially free of particles.

- (b) **Color.** The color of the blackout tape shall match AMS-STD-595A color number 37038 – Black, or as approved.
- (c) **Frictional Resistance.** E303. The British Pendulum Number shall be a minimum of 50.

951.08.03 Qualification. Manufacturers desiring to have their tape approved for Administration use shall have their products evaluated on the NTPEP North Test Deck. Materials meeting the requirements and performing satisfactorily throughout the evaluation period will be placed on the QPL. Only NTPEP evaluated products will be considered candidates for selection, unless otherwise waived. The Office of Materials Technology will determine qualification.

951.08.04 Certification. TC-1.03. The manufacture shall certify that any pavement marking material batch supplied conforms to all specifications and that the material supplied conforms to the identical formulation as the samples submitted for evaluation on the NTPEP North test deck. The formulas shall be identified by referring to the code used on the deck. Nonconforming materials will be rejected.

Certification shall also contain the following:

- (a) Manufacturer's name.

- (b) Place (address) of manufacture.
- (c) Color of material.
- (d) Date of manufacture (month-day-year).
- (e) Lot or batch identification.
- (f) Batch/ lot size.
- (g) Material Safety Data Sheets.

951.08.05 Quality Assurance. Random samples may be taken on the project and evaluated for conformance with these specifications. Nonconformance may result in suspension from the certification program until conformance is reestablished.

951.08.06 Production Facility.

- (a) The manufacturer shall have a facility capable of producing the tape in the quantity and quality required; subject to Administration approval.
- (b) The manufacturer shall have a laboratory capable of performing the required tests; subject to Administration approval.

951.08.07 Packaging. Packaging shall conform to the manufacturer's shipping requirements to prevent damage during handling and delivery. Installation instructions shall be included with all shipments. The shipping package shall be marked with the following:

- (a) Description of item.
- (b) Date of manufacture.
- (c) Successful Bidder's Name.
- (d) Purchase Order Number.
- (e) Lot Number.
- (f) Color.

951.09 GLASS BEADS

Glass beads applied to the surface of liquid pavement markings shall conform to the following.

951.09.01 Requirements. M 247, Type I.

- (a) MSMT 211. The refractive index shall be 1.50 minimum.
- (b) D1155. Beads shall have a minimum average roundness of 80 percent.
- (c) EPA Method 3052, 6010B and 6010C. Beads shall contain no more than 200 parts per million arsenic or lead.

951.09.02 Certification. TC-1.03. The manufacturer shall provide certification that the glass beads supplied conform as specified. The manufacturer shall also provide Material Safety Data Sheets for all materials submitted for certification. Certification shall also include the following:

- (a) Manufacturer's name.
- (b) Place (address) of manufacture.
- (c) Specification reference.
- (d) Lot or batch identification.
- (e) Size of lot/batch.

951.10 POLYUREA PAVEMENT MARKING MATERIALS

Polyurea pavement marking materials shall consist of a 100 percent solids two-component system.

951.10.01 Physical Components

- (a) **Composition.** The polyurea coating shall be formed by the reaction of two components (Part A and Part B).
 - (1) At least one component shall be composed of secondary amines, pigments and fillers as needed to meet performance requirements of this specification.
 - (2) The two components shall be formulated so they cure properly when mixed at a volumetric ratio of two volumes of Part A and one volume of Part B (2:1).
 - (3) The components shall not contain appreciable amounts of volatile diluents. The polyurea coating shall be essentially a 100 percent solids product.
 - (4) The polyurea coating materials shall be manufactured without the use of lead chromate pigments or other similar, lead-containing chemicals.
 - (5) The white polyurea shall contain not less than 16 percent by weight rutile titanium dioxide pigment to ensure adequate opacity, hiding power and reflective properties.

Store the binder components in a cool, dry, well ventilated area indoors 40 F to 100 F (4 C to 38 C). Use within 12 months of receipt.

(b) Pigment. D476.

- (1) Component A - White shall consist of Type II Rutile Titanium Dioxide only. No extender pigments are permitted.
- (2) Component A - Yellow shall consist of yellow pigments and tinting colors proportioned to produce the color specified in 951.10.03(b). Titanium dioxide used in Component A -Yellow shall conform to Type II Rutile.

951.10.02 Restrictions. The combined total of heavy metals listed in CFR 40, Section 261.24, Table 1, shall not exceed 100 ppm when tested by X-Ray Fluorescence, ICP, or comparable method capable of this level of detection.

951.10.03 Mixed Composition.

- (a) **Mixing Ratio.** The ratio for mixing the polyurea pavement marking material according to the manufacturer's recommendations is 2:1. The ratio shall not vary more than 2.5 percent.

(b) Color - White and Yellow:

- (1) **Production.** The color of the cured production polyurea material film of the production sample shall match the specified color chips conforming to Federal Standard 595 when compared visually or by instrumental measurement.
- (2) **Control.** Control color matching determinations will be made using a Pacific Scientific Color Machine at an observation angle of 2 degrees, and the C.I.E. Chromatically Coordinate Color Matching System under light source Illuminate C, with the following tolerances permitted between the standard chip and the cured epoxy film sample:

	WHITE		YELLOW	
	Color No. 37925		Color No. 38907	
	X	Y	X	Y
Standard Chip	0.310	0.330	0.480	0.450
Delta Tolerance	± 0.020	± 0.020	± 0.030	± 0.030

951.10.04 Color and Weathering Resistance: The mixed polyurea compounds, both white and yellow, when applied to 3 in. x 6 in. aluminum panels at 15 ±1 mil in thickness with no glass beads or elements and exposed for 500 hours in a Q.U.V. Environmental Testing Chamber, as described

in ASTM-G154, Cycle #1, shall conform to the minimum requirements. Color shall not change appreciably.

951.10.05 Track-Free Time. D711. The polyurea marking material shall reach a track-free condition in 10 minutes or less for a 15 mil thickness when tested as specified. The track-free time shall not increase substantially with temperature decreasing to 30 F.

951.10.06 Adhesion to Concrete. ACI Method 503. The polyurea coating shall have such a high degree of adhesion to the concrete test specimen that the specimen shall exhibit a substantial failure when tested. The prepared specimens shall be conditioned at room temperature (75 F $\pm$ 2 F) for a minimum of 24 hours and maximum of 72 hours prior to testing.

951.10.07 Adhesion to Asphalt. ACI Method 503. The polyurea coating shall have such a high degree of adhesion to the asphalt test specimen that the specimen shall exhibit a 100 percent failure when tested. The prepared specimens shall be conditioned at room temperature (75 F $\pm$ 2 F) for a minimum of 24 hours and maximum of 72 hours prior to testing.

951.10.08 Qualification. Manufacturers desiring to have their materials approved for Administration use shall have their products evaluated on either a NTPEP Northern Test Deck, a test deck in Maryland or other state's test deck data unless otherwise waived. Modifications to previously approved products may be accepted for qualification. The Office of Materials Technology will determine qualification.

951.10.09 Material Acceptance. The manufacturer shall provide access to the Administration's representative for collecting samples from each production batch prior to shipment. The samples shall be sent to the Administration's laboratory for QA testing. Each sample shall be accompanied by certification as specified in TC-1.03. Production batch samples will be subject to random tests, such as but not limited to, X-ray spectroscopy, infrared spectroscopy, ultraviolet spectral analysis, and atomic absorption spectroscopy. The Administration will determine conformance with the requirements. Approval will be required before a batch, or a portion of a batch is shipped.

Take random samples on the project in conformance with the Frequency Guide of the Materials Quality Assurance Manual and test as specified. Non-conformance may result in the suspension from the certification program until qualification is reestablished.

951.10.10 Certification. The manufacturer shall certify that any pavement marking batch supplied conforms to all specifications in TC-1.03 and provide a statement certifying that any paint supplied is identical in composition to the material submitted for NTPEP testing. The same code name used on the test deck must identify the product. Failure to certify will be grounds for product batch rejection.

Certification shall also include the following:

- (a) Manufacturer's name.
- (b) Manufacturer's address.

- (c) Material color.
- (d) Manufacture date (mm-dd-yy).
- (e) Lot or batch identification number.
- (f) Lot/batch size.
- (g) Material Safety Data Sheets.

951.10.11 Production Facility

- (a) The manufacturer shall provide a facility capable of producing thermoplastic pavement markings in the quantity and quality specified; subject to Administration approval.
- (b) The manufacturer shall provide a laboratory capable of performing the required tests, subject to Administration approval.

951.10.12 Packaging. Label each container with the following:

- (a) Manufacturer's Name.
- (b) Manufacturer's address.
- (c) Material color and component type, if applicable.
- (d) Manufacture date (mm-yy).
- (e) Lot or batch identification number.

APPENDIX 2
Category 500 Paving
Section 550 - Pavement Marking Paint

CATEGORY 500

PAVING

SECTION 550 — PAVEMENT MARKING PAINT

550.01 DESCRIPTION

Furnish and apply waterborne pavement marking paint as specified or as directed. Markings include longitudinal lines, legends (letters and numbers) and symbols.

550.02 MATERIALS

Paint is a nontoxic lead free waterborne pavement marking and a non-durable material used for temporary or permanent markings. Select Pavement Marking Paint from the Qualified Products List (QPL).

Pavement Marking Paint	951.01
Glass Beads	951.09

550.03 CONSTRUCTION

Refer to 549.03.

550.03.01 Quality Control. Refer to 549.03.01.

550.03.02 Quality Assurance. Refer to 549.03.02.

550.03.03 Cleaning Pavement Surfaces. Refer to 549.03.07.

550.03.04 Quality Control Test Strip. Refer to 549.03.09.

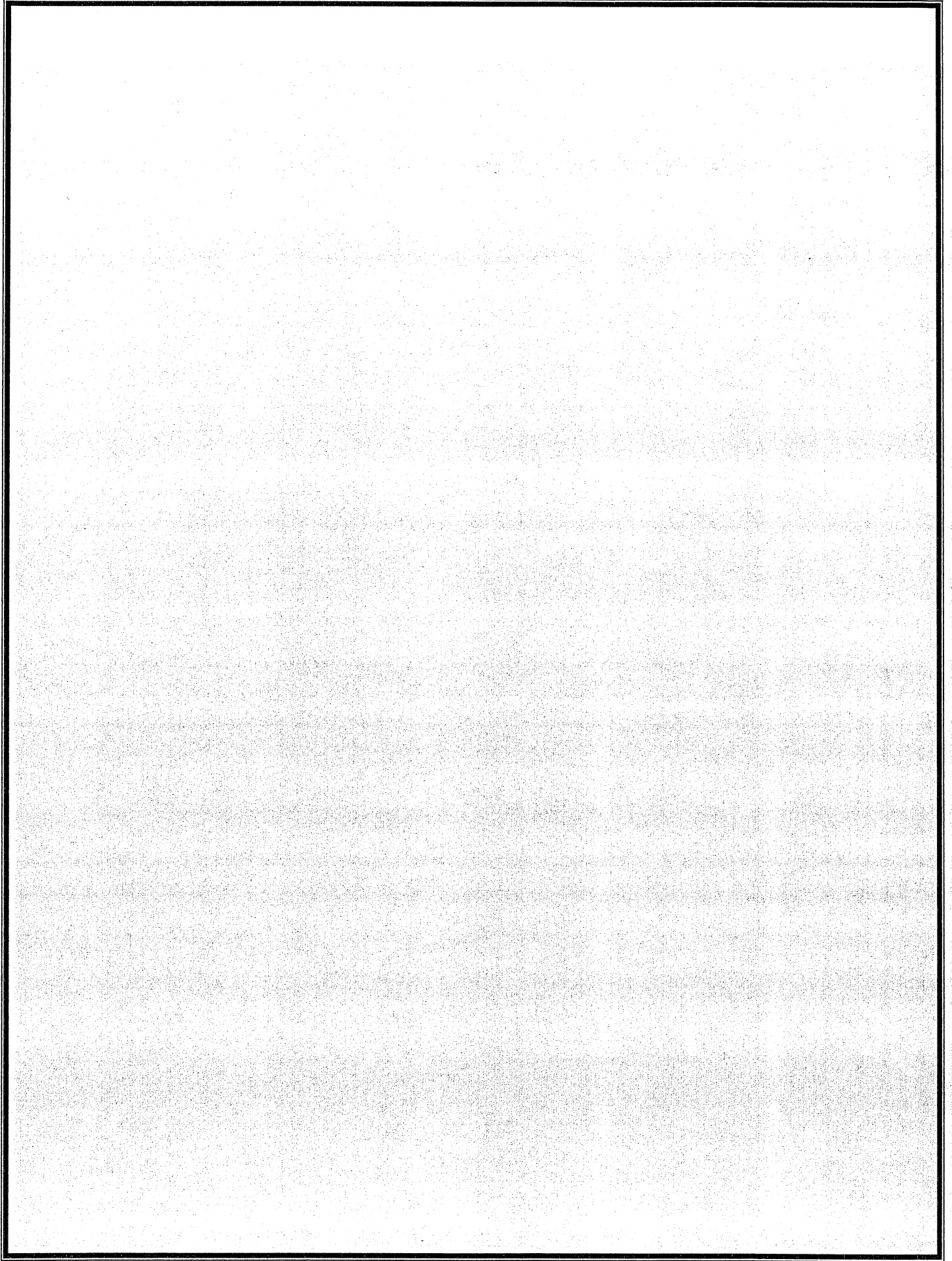
550.03.05 Application Equipment. Use vehicle mounted application equipment capable of applying pavement marking paint as approved. Provide access to the paint application equipment for inspection.

- (a) **Temperature Gauges.** Use temperature gauges that have been calibrated every six months and submit a copy of the calibration certification according to the Quality Control Plan (QCP).
- (b) **Footage Counters.** Use calibrated footage counters to measure pavement markings. Submit notarized certification according to the QCP.

- (c) **Usage Counters.** Use material usage counters and printers or measure tanks manually using equipment manufacturer certified tables. Use beginning and ending quantities to calculate thickness of applied lines. Record the quantities according to the QCP.
- (d) **Bead Dispenser.** Use a pressurized bead dispenser or other mechanical conveying method not dependent upon gravity for uniform application of glass beads for each material dispenser.
- (e) **Material Dispenser.** Use a material dispenser capable of applying all longitudinal markings at multiple width settings ranging from 5 in. to 12 in. and is capable of cleanly cutting off stripe ends. Reapply the quality control strip whenever the guns are repositioned or adjusted.
- (f) **Maneuverability.** Use a vehicle that is mobile and maneuverable enough to produce straight lines and standard curves in true arcs.
- (g) **Cleanliness.** Clean all parts of the equipment of foreign or different colored material prior to introducing a new batch of material.

550.03.06 Application. Apply pavement marking paint at the locations and widths specified and as directed.

- (a) **Ambient Conditions.** Apply material when the ambient and surface temperatures are at least 50 F and rising at the time of application and the relative humidity conforms to the manufacturer's recommendations.
- (b) **Moisture in Pavement.** MSMT 729. Do not apply material if test is positive for moisture.
- (c) **Application Temperature.** Temperature of applied material shall conform to the manufacturer's recommendations.
- (d) **Glass Beads.** MSMT 729. Apply glass beads uniformly across the surface of the stripe at the rate of 7 lb/gal to 9 lb/gal of paint.
- (e) **Thickness.** MSMT 729. Apply paint at a wet film thickness of 15 ± 1 mils.
- (f) **Color.** MSMT 729.
- (g) **Retroreflectance.** MSMT 729. The minimum retroreflectance shall be 150 millicandelas/lux/square meter for yellow and 250 millicandelas/lux/square meter for white.



In Witness Whereof, the parties have executed this Agreement: **PA-096-2023**

Amendment: **Not Applicable**

Approved and Agreed to:

Company: Alpha Space Control, LLC

DocuSigned by:

Richard Pryor

C0E8CBB188224CD...

(SEAL)

Name: Richard Pryor

Title: President

Howard County, Maryland

DocuSigned by:

Brandee Ganz

93C8A39CE92C451...

Chief Administrative Officer

Name: Brandee Ganz

DocuSigned by:

Calvin Ball

0E95BAD4383948F...

County Executive

Name: Calvin Ball

Approved for form and legal sufficiency

DocuSigned by:

Gary Kuc

1B1BC481918B4C5...

County Solicitor

Name: Gary Kuc

DocuSigned by:

Constance Tucker

C5F4844A017B4A7...

Title: Principal Counsel

Name: Constance Tucker

Approved for Sufficiency of Funds

DocuSigned by:

Rafiu Ighile

4BE952E87C78414...

Director of Finance

Name: Rafiu Ighile

Department Head

DocuSigned by:

Yosef Kebede

BB513520E0B84D7...

Name: Yosef Kebede

Department of Public Works

Contract: **PA-096-2023**

Completed: **5/2/2023**

Certificate Of Completion

Envelope Id: 17C574C63BBC4D9EA84DFBD7F1D8873F

Status: Completed

Subject: Proflow Contract Approval

Source Envelope:

Document Pages: 62

Signatures: 7

Certificate Pages: 6

Initials: 0

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proflow@howardcountymd.gov

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4/21/2023 1:53:13 PM

proflow@howardcountymd.gov

Signer Events

Richard Pryor

rich@alphaspacecontrol.com

President

Alpha Space Control, LLC

Security Level: Email, Account Authentication
(None)**Signature**

DocuSigned by:



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Timestamp

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Yosef Kebede

ykebede@howardcountymd.gov

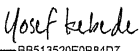
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Rafiu Ighile

righile@howardcountymd.gov

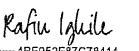
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Constance Tucker

ctucker@howardcountymd.gov

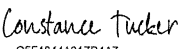
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Signer Events

Gary Kuc

GKuc@howardcountymd.gov

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Brandee Ganz

BGanz@howardcountymd.gov

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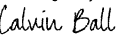
Calvin Ball

Calvin@howardcountymd.gov

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- ii. send us an e-mail to glovelace@howardcountymd.gov and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

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- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Howard County Government as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Howard County Government during the course of my relationship with you.



Alpha Space Control | 1 (717) 263-0182
1580 Gabler Rd | alphaspacecontrol.com
Chambersburg, PA | rich@alphaspacecontrol.com



May 08, 2023

Kent County
709 Morgec Road
Chestertown, Md. 21620

Vickie, please accept this letter as proof that Alpha Space Control is excited to extend pricing to the Kent County. Alpha Space has confirmed a successful contract PA-096-2023 with Howard County Maryland.

We will transfer all the contract benefits to Kent County as long as the contract exists.

Any question or concerns please feel free to contact me.

Sincerely;

ALPHA SPACE CONTROL

A handwritten signature in black ink, appearing to read "Rich Pryor", written in a cursive style.

Rich Pryor: General Manager

Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
Section 1							\$999,800.0000		
1	1		Linestriping, 5" Yellow	FT	5000000	\$0.1070	\$535,000.0000	Yes	
2	2		Linestriping, 5" White	FT	4000000	\$0.1070	\$428,000.0000	Yes	
3	3		Linestriping, 10" White	FT	200000	\$0.1840	\$36,800.0000	Yes	

ALPHA SPACE CONTROL, LLC

1580 GABLER ROAD
CHAMBERSBURG, PA 17201
PH: (717) 263-0182
F: (717) 263-1193
WWW.ALPHASPACECONTROL.COM

Estimate

DATE	PRO/SALES ...
5/9/2023	23-600

NAME / ADDRESS
KENT COUNTY 709 MORGE ROAD SUITE 103 CHESTERTOWN MD 21620 ATTN: VICKIE

JOB:	2023 TRAFFIC MARKINGS 23-600
ADDRESS:	
CITY/ST:	CHESTERTOWN ,MD

TERMS
Net 30

CUSTOMER P.O. NO.	TERMS	SALES REP:
	NET 30	RICH

QTY	DESCRIPTION	COST	TOTAL
390,000	ROAD STRIPING: LF OF 5" SINGLE YELLOW LINE (PAINT)	0.107	41,730.00
75,000	LF OF 5" SINGLE WHITE LINE (PAINT)	0.107	8,025.00
	PER HOWARD COUNTY CONTRACT PA-096-2023 EIN: 25-1582700		
	MARYLAND SALES TAX	6.00%	0.00

IF THE ABOVE IS AGREED TO, PLEASE SIGN, DATE AND RETURN ORIGINAL COPY.
RETAIN DUPLICATE COPY FOR YOUR FILES. WE RESERVE THE RIGHT TO
WITHDRAW THIS PROPOSAL IF NOT ACCEPTED IN 30 DAYS.

TOTAL \$49,755.00

SIGN/DATE



Jamie Williams, Director, Economic and Tourism Development
5/23/2023
County Commissioners Meeting

Item Summary:

Economic and Tourism Development Commission Appointment Recommendation

ATTACHMENTS:

Description



Bill Mackey, Director, Planning, Housing, and Zoning
5/23/2023
County Commissioners Meeting

Item Summary:

Request To Release Bonds

ATTACHMENTS:

Description



Jillyn Coleman, Director, Parks and Recreation
5/23/2023
County Commissioners Meeting

Item Summary:

Parks and Recreation Advisory Board Appointments

ATTACHMENTS:

Description



Jillyn Coleman, Director, Parks and Recreation
5/23/2023
County Commissioners Meeting

Item Summary:

Betterton Beach Discussion

ATTACHMENTS:

Description

Betterton Beach Rules



County Commissioners of Kent County, MD

Department of Parks & Recreation

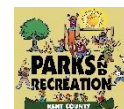
BETTERTON BEACH REGULATIONS



- Parking lot and public landing closed 10:00 pm until 5:00 am.
- Park in designated parking areas only. Violators will be towed at vehicle owner's expense.
- Beach and pavilion closed dusk to dawn.
- Keep the beach clean—deposit trash in proper containers.
When Lifeguards are not on duty, SWIM AT YOUR OWN RISK.
- Swim in designated swimming areas only.
- NO jumping or swimming from jetty or pier.
- NO alcoholic beverages permitted without a permit.
- NO glass containers permitted.
- NO apparatus permitted to be hung from trees.
- NO pets permitted on public bathing beach (sand) during public beach permit season (May-September). Pets must be leashed.
- Gas, propane, and or table top grills not permitted on beach or grass area. Grills not permitted under low hanging trees.
- Pop up tents permitted on beach (sand) only and must be at least ten (10) feet behind lifeguard stand when lifeguards are on duty. Pop up tents not permitted in grass area.
- Groups of ten (10) or less permitted to assemble in grass area and do not require a permit.
- Set up of tables and chairs is restricted to no more than ten (10) fold up chairs and two (2) fold up tables (maximum table size 4'X4') per group. Larger tables not permitted.
- Music content and volume must not cause undue disturbance to others. Portable speakers are not permitted.
- Skateboards, roller skates/blades, and bicycles are not permitted on boardwalk and in picnic pavilion.
- Lifeguards, Parks & Recreation employees and Public Works employees have full authority in the park, on the beach and in the parking lot, and are authorized to enforce regulations.
- Violators who do not comply with regulations will be asked to leave the premises. Failure to leave premises after so directed shall be considered criminal trespassing.
- Kent County Government reserves the right to implement additional regulations as deemed necessary.

**Please call 410-778-1948 or email
info@KentParksAndRec.org for more information.**

11041 Worton Road * P.O. Box 67 * Worton, MD 21678 * 410-778-1948 * info@KentParksAndRec.org



Comisionados del condado de Kent, MD

Departamento de Parques y Recreación

REGULACIONES DE PLAYA DE BETTERTON

SABER ANTES DE IR



- Estacionamiento y aterrizaje público cerrado de 10:00 pm a 5:00 am.
- Se permite a aparcas solo en las áreas de estacionamiento designadas. Los infractores serán remolcados a expensas del propietario del vehículo.
- Playa y pabellón cerrado del anochecer al amanecer.
- Mantenga la playa limpia, deposite la basura en contenedores apropiados.
- Cuando los salvavidas no estén de servicio, NADAR A SU PROPIO RIESGO.
- Nadar solo en las áreas designadas para nadar.
- NO saltar o nadar desde embarcadero o muelle.
- NO se permiten bebidas alcohólicas sin un permiso.
- NO se permiten envases de vidrio.
- NO se permite para colgar de los árboles ningún aparato.
- NO se permiten mascotas en la playa de baño público (arena) durante la temporada de permisos de playa pública (mayo-septiembre). Las mascotas deben tener correa.
- Parrillas de gas, propano o de mesa no permitidas en áreas de playa o césped. Parrillas no permitidas bajo árboles colgantes.
- Las carpas emergentes solo están permitidas en la playa (arena) y deben estar al menos a diez (10) pies detrás del puesto de salvavidas cuando los salvavidas estén de servicio. No se permiten carpas emergentes en el área de césped.
- Grupos de diez (10) personas o menos autorizados para reunirse en el área de césped y no requieren un permiso.
- La configuración de mesas y sillas está restringida a no más de diez (10) sillas plegables y dos (2) mesas plegables (tamaño máximo de tabla 4'X4') por grupo. Mesas más grandes no permitidas.
- El contenido y el volumen de la música no deben causar disturbios indebidos a otros. Los altavoces portátiles no están permitidos.
- No se permiten patinetas, patines de ruedas / cuchillas ni bicicletas en el paseo marítimo y en el pabellón de picnic.
- Los salvavidas, los empleados de Parques y Recreación y los empleados de Obras Públicas tienen plena autoridad en el parque, en la playa y en el estacionamiento, y están autorizados para hacer cumplir las regulaciones.
- A los infractores que no cumplan con las regulaciones se les pedirá que abandonen las instalaciones. La falta de salida de las instalaciones después de lo indicado se considerará entrada ilegal.
- El gobierno del condado de Kent se reserva el derecho de implementar regulaciones adicionales según se considere necesario.

Llame al 410-778-1948 o envíe un correo electrónico a info@KentParksAndRec.org para obtener información.



Maryland Department of Housing and Community Development

5/23/2023

County Commissioners Meeting

Item Summary:

2023 Annual Housing Bond Allocation

ATTACHMENTS:

Description

05.23.23 Maddy Ciulu, Community Development Administration, 2023 Housing Bond Allocation Transfer of \$786,408.00.



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

May 23, 2023

Maddy Ciulu, Director
Single Family Housing
Community Development Administration
Maryland Department of Housing and Community Development
7800 Harkins Road, Room 367
Lanham, Maryland 20706

Dear Ms. Ciulu:

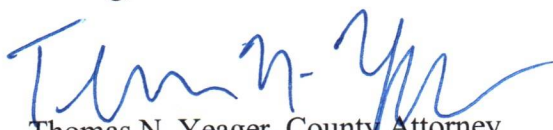
Pursuant to Sections 13-801 through 13-807 of the Financial Institutions Article of the Maryland Annotated Code, Kent County hereby irrevocably transfers to the Community Development Administration, for use in issuing housing bonds or mortgage credit certificates on behalf of this jurisdiction, \$786,408.00 of its total \$786,408.00 tax-exempt housing bond allocation as set forth in 2023 allocation of the Maryland State Ceiling made by the Secretary of Commerce pursuant to the Article.

Very truly yours,
THE COUNTY COMMISSIONERS OF
KENT COUNTY, MARYLAND


Ronald H. Fithian, President

Certificate of Counsel

This transfer of a tax-exempt bond allocation is duly authorized and executed and constitutes the valid, binding, and irrevocable act of Kent County.


Thomas N. Yeager, County Attorney
Attorney for: Kent County

KCC/tlt



Request for Waiver of Penalty Fees
5/23/2023
County Commissioners Meeting

ATTACHMENTS:
Description



Bonnie S. Pearsall, Inspector, Kent Alcohol and Tobacco Enforcement
5/23/2023
County Commissioners Meeting

Item Summary:

License Update

ATTACHMENTS:

Description

24-104. Qualification as a restaurant

Md. ALCOHOLIC BEVERAGES Code Ann. Section 24-104

Statutes current through legislation effective November 6, 2020

- [MD - Annotated Code of Maryland](#)
- [ALCOHOLIC BEVERAGES](#)
- [DIVISION II. PROVISIONS AFFECTING INDIVIDUAL JURISDICTIONS](#)
- [TITLE 24. KENT COUNTY](#)
- [SUBTITLE 1. DEFINITIONS; GENERAL PROVISIONS](#)

Section 24-104. Qualification as a restaurant

To qualify as a restaurant under this title, an establishment shall have average daily receipts from the sale of food that are at least 25% of the total average daily receipts of the establishment.

History

2018, chs. 239 , 240 .



Bonnie S. Pearsall, Inspector, Kent Alcohol and Tobacco Enforcement
5/23/2023
County Commissioners Meeting

Item Summary:

License Update

ATTACHMENTS:

Description

05.23.23 License Update Waterman's Crab House

4881 Waterman's Crab House License



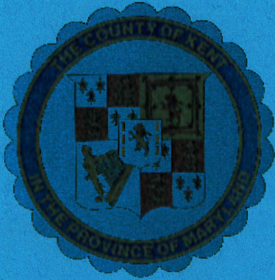
Kent Alcohol and Tobacco Enforcement

To: Commissioners Fithian, Nickerson, and Price
From: Bonnie S. Pearsall, Inspector
Date: May 23, 2023
Subject: License Update Waterman's Hospitality LLC t/a Waterman's Crab House

Memorandum

On April 25, 2023, the Board approved Waterman's Hospitality, LLC trading as Waterman's Crab House for a Class B, Beer, Wine, and Liquor License with Extended Privilege (EXPR), with a contingency. The business has obtained its Food Service Facility License and met its outstanding contingency. Staff is pleased to report the contingency has been met and License No. 4881 was issued on May 10, 2023.

This transaction will be recorded in the monthly report of retail license activity required by the Comptroller of Maryland, Field Enforcement Division.



№ 4881

STATE OF MARYLAND
ALCOHOLIC BEVERAGE LICENSE
BOARD OF LICENSE COMMISSIONERS OF KENT COUNTY

CLASS A

Beer, Wine, Liquor _____
Beer and Wine _____
Beer _____
Wine _____
Extended Privilege (EXPR) _____
BWLT-Tasting:
Beer, Wine, Liquor _____
Beer and Wine _____
Beer _____
Wine _____

CLASS B

Beer, Wine, Liquor X _____
Beer and Wine _____
Beer _____
Bed and Breakfast (BWL) _____
Country Inn (BWL) _____
Brewery (B) _____
Wine Shop and Lounge (W) _____
Caterer's Privilege (CP) _____
Corkage Privilege (CKP) _____
Extended Privilege (EXPR) X _____

CLASS C

Beer, Wine, Liquor _____
Corkage Privilege (CKP) _____

CLASS D

Beer, Wine, Liquor _____
Beer _____
Brewery (B) _____
Extended Privilege (EXPR) _____

THEATER VENUE

Beer, Wine, Liquor _____

This is to certify that:

Christopher J. Golder, Member
William T. Irwin, Member

Corporate name: Waterman's Hospitality, LLC

is licensed by the STATE OF MARYLAND, to keep for sale and sell alcoholic beverages for the class indicated:

T/A: Waterman's Crab House
Located: 21055 Sharp Street
Rock Hall, MD 21661

This license is issued under Authority of the Alcoholic Beverages Article of the Annotated Code of Maryland.

This license continues in force, unless revoked or suspended, until the last day of the month, **April 2024**Cost of license: \$2,000.00 Issued the 10 day of May, 20 23 Registration No. 19848848

Kent County Chief Finance Officer

Revised 11/21

A license holder shall frame the license under glass and display the license conspicuously in the licensed premises.



Bonnie S. Pearsall, Inspector, Kent Alcohol and Tobacco Enforcement
5/23/2023
County Commissioners Meeting

Item Summary:

Request to Change Members

ATTACHMENTS:

Description

05.23.23 KATE License Update, Chestertown Liquors, LLC DBA C-Town Liquors and Deli
Section 4-105. Application on behalf of limited liability company



Kent Alcohol and Tobacco Enforcement

To: Commissioners Fithian, Nickerson, and Price
From: Bonnie S. Pearsall, Inspector
Date: May 2, 2023
Subject: License No. 4774 Chestertown Liquors, LLC trading as C-Town Liquors and Deli

Memorandum

The proposed changes are to remove Amar Kalidindi and Shalendra Cherukuri and to add Navajot Kaur and Sukhpal Singh as members.

Explanation:

Amar Kalidindi and Shalendra Cherukuri sold their ownership interest to Gurinder Singh Kaur and Sukhpal Singh. Proper documentation has been submitted and the applicants have met the requirement to be added to the license. The LLC has four members and has elected the following three members to serve as authorized persons.

1. Sukhpal Singh
2. Sandra D. Krastel
3. Navajot Kaur

Staff recommends approval.

This transaction will be recorded in the monthly report of retail license activity required by the Comptroller of Maryland, Field Enforcement Division.

Md. ALCOHOLIC BEVERAGES Code Ann. Section 4-105

Statutes current through legislation effective November 6, 2020

- [MD - Annotated Code of Maryland](#)
- [ALCOHOLIC BEVERAGES](#)
- [DIVISION I. GENERAL PROVISIONS AFFECTING MULTIPLE JURISDICTIONS](#)
- [TITLE 4. LOCAL LICENSING](#)
- [SUBTITLE 1. APPLICATIONS FOR LOCAL LICENSES](#)

Section 4-105. Application on behalf of limited liability company

(a) In general. --

(1) A license for the use of a limited liability company shall be applied for and issued to authorized persons of the limited liability company, as individuals.

(2)

(i) All of the authorized individuals shall apply for the license, if the limited liability company has fewer than three authorized individuals.

(ii) Three authorized individuals shall apply for the license, if the limited liability company has three or more authorized individuals.

(3) At least one of the authorized individuals shall:

(i) be a resident of the jurisdiction or municipality at the time the application is filed; and

(ii) remain a resident of the jurisdiction or municipality for the duration of time the license is in effect.

(b) Contents of application. -- An application for a limited liability company license shall include:

(1) the name, address, and signature of each authorized individual to whom the license shall be issued; and

(2) the name and address of the limited liability company.

History

An. Code 1957, art. 2B, § 9-101(c)(1)(i), (2), (3)(i), (5)(ii); 2016, ch. 41, § 2; ch. 228 ; 2020, ch. 462, § 1.



Procedures For Public Comment 5/23/2023 County Commissioners Meeting

ATTACHMENTS:

Description

5.23.23 Public Comments Sign In Sheet

Press and Public Comments

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



American Rescue Plan Act (ARPA) Funds Spend Plan 5/23/2023 County Commissioners Meeting

ATTACHMENTS:

Description

5-16-2023 ARPA Fund Commissioner Report

**AMERICAN RESCUE PLAN ACT FUND
AS OF COMMISSIONER MEETING MINUTES DATED
5/16/2023**

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	
Feed the Elderly Year 2 and 3	Local Management Board	204,115	03/08/22	204,115	
Clariflocculator Replacement Project	Water & Wastewater Fund	275,000	08/31/21	275,000	6/28/2022
Clariflocculator Replacement Project Change Order #1		2,817	01/11/22	2,817	6/28/2022
Clariflocculator Replacement Project Change Order #2		90,642	01/11/22	90,642	11/23/2022
AV System	Information Technology	71,254	10/26/21	71,254	
IT Software	Information Technology	27,095	10/26/21	27,095	
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	32,981	03/22/22	32,981	
Worton WWTP Influent Lagoon Engineer Const. Management		43,736	03/08/23	43,736	
Worton WWTP Lagoon Sludge Removal Contract		1,400,500	12/13/22	1,400,500	
Kennedyville Pump Station #2 Relocation Design	Water & Wastewater Fund	52,338	09/27/22	52,338	
Kennedyville Pump Station #2 Relocation Const. Management		<i>Deferred</i>			
Kennedyville Pump Station #2 Construction		<i>Deferred</i>			
Worton/Kennedyville GIS Water and Sewer Facilities Mapping	Water & Wastewater Fund	75,770	09/27/22	75,770	
Worton Vehicle Storage Building & site prep/lighting/heat	Water & Wastewater Fund	40,000	10/25/22	40,000	
Worton WWTP Solids Press Replacement Design	Water & Wastewater Fund	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>\$ 3,878,161</u>		<u>\$ 3,568,161</u>	
Amount of ARPA Funds		3,766,777		3,766,777	
Balance of ARPA Funds Remaining		<u>\$ (111,384)</u>		<u>\$ 198,616</u>	



Contingency and Use of Fund Balance Report 5/23/2023 County Commissioners Meeting

ATTACHMENTS:

Description

5-16-2023 Commissioner Report Contingency

[illegible]