

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

March 9, 2021

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

Kent County Government Operations, Dial 1-872-239-8359 and enter Conference ID 835 591 522#

Procedures for Public Comment

Public Notices

Code Home Rule Bill No. 4-2021 Economic and Tourism Development

Public Hearing Notice

Code Home Rule Bill No. 5-2021 Bond Issuance Procedure

Public Hearing Notice

Consent Items

#1 - Regular Session Minutes, March 2, 2021

#2 - Liquor Minutes, March 2, 2021

Proclamation

Shannon Hannawald, Ambassador, Endometriosis Association

Endometriosis Awareness Month

Departmental Appointments

April Bitter, Project Manager, and Chris Bannister, Network Engineer, Information Technology

Contingency Fund Request

Patricia Merritt, Chief Finance Officer, Office of Finance

Request to Engage Realauction.com LLC to Conduct 2021 Tax Sale

Patricia Merritt, Chief Finance Officer, Office of Finance

FY2021 Financial Statements - as of 12/31/20

Human Resources Director

Office of Emergency Services

Full-Time Paramedic Vacancy

County Administrator

Disposal of Real County Property

Agreement for the Purchase and Sale of Property, Kelleys Park Road

Citizen Concern

Kent County Public Library

Richard Keaveney, Executive Director, The Animal Care Shelter for Kent County

Letters of Support

County Administrator Report

Shore United Bank

Investment Accounts

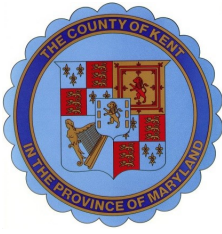
Public Comment/Media Review Dial 1-872-239-8359 and enter Conference ID 835 591 522#

Procedures for Public Comment

Contingency Fund

Contingency and Use of Fund Balance Report

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



Procedures for Public Comment 3/9/2021 County Commissioners Meeting

ATTACHMENTS:

Description

Procedures for Public Comment

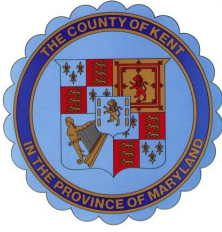
BOARD OF COUNTY COMMISSIONERS OF KENT COUNTY PROCEDURES FOR PUBLIC COMMENT

In response to the State of Emergency due to COVID-19, and in lieu of public appearance, the meeting is being held virtually, via teleconference and viewable on the County website at www.kentcounty.com/government.

It is our desire that everyone who wishes to comment be given a fair and uninterrupted opportunity to express their views to the County Commissioners during this public comment period.

- Comments will be limited to three (3) minutes in length.
- Comments longer than three (3) minutes will be required to be submitted in writing.
- The Board President will open the meeting to Public Comments, citizens are asked to state their name, address, and the topic of interest. Citizens are to ask that all views be expressed in a respectful and civil manner. The Board respects your desire and right to convey your message freely. We ask as a courtesy to the Board and our citizens that you respect the Commissioners' request to refrain from naming citizens and name calling when offering any critique.

The County staff will acknowledge each caller, in the order they called in, announce the last 4 digits of the phone number that was used to call in, and will ask the caller to unmute their phone allowing them to comment.



Code Home Rule Bill No. 4-2021 Economic and Tourism Development 3/9/2021 County Commissioners Meeting

Item Summary:

Public Hearing Notice

ATTACHMENTS:

Description

Code Home Rule Bill No. 4-2021 Economic and Tourism Development Public Hearing Notice

Code Home Rule Bill No. 4-2021 Economic and Tourism Development DRAFT Legislation

The County Commissioners of Kent County

P. THOMAS MASON
PRESIDENT
CHESTERTOWN, MD

RONALD H. FITHIAN
MEMBER
ROCK HALL, MD

ROBERT N. JACOB, JR.
MEMBER
WORTON, MD

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

SHELLEY L. HELLER
COUNTY ADMINISTRATOR

THOMAS N. YEAGER
COUNTY ATTORNEY

March 2, 2021
Legislative Session Day

Legislative Session Day
March 2, 2021

CODE HOME RULE **BILL NO. 4-2021**

INTRODUCED BY: P. Thomas Mason, President of the Board of County Commissioners for Kent County, Maryland.

AN ACT to amend Chapter 21, Economic and Tourism Development, of the Code of Public Local Laws of Kent County, Maryland. The purpose of this chapter is to provide a Director of Economic and Tourism Development, merge the existing Economic Development Commission and Tourism Development Advisory Board to create a single Economic and Tourism Development Commission consisting of seven (7) to nine (9) members, and provide for the duties and terms of the Members.

A public hearing will be held on March 16, 2021, at 6:00 p.m. in the Commissioners' Hearing Room, R. Clayton Mitchell, Jr., Kent County Government Center, 400 High Street, Chestertown, Maryland. In response to the State of Emergency, and in lieu of public appearance, the meeting will be held remotely, via video teleconference and viewable on the County website at www.kentcounty.com/government. Hearings are open to the public and written comments will be accepted until noon on March 19, 2021.

Public comments can be submitted prior to hearing by the following methods: email kentcounty@kentgov.org, letters sent to The County Commissioners of Kent County, 400 High Street, Chestertown, MD 21620, and by phone during public comment using the call-in option 1-872-239-8359 Conference ID 368 656 892 then press #.

A complete copy of the proposed legislative bill is available on the County's website at www.kentcounty.com/commissioners/draft-legislation or by calling 410-778-4600.

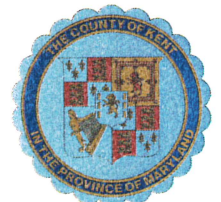
By order of:

THE COUNTY COMMISSIONERS OF KENT
COUNTY, MARYLAND



Sondra M. Blackiston
Clerk

PUBLISH: KCN 3/11/21



THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

**March 2, 2021
Legislative Session Day**

**Legislative Session Day
March 2, 2021**

**CODE HOME RULE
BILL NO. 4-2021**

INTRODUCED BY: P. Thomas Mason, President of the Board of County Commissioners for Kent County, Maryland.

AN ACT to amend Chapter 21, Economic and Tourism Development, of the Code of Public Local Laws of Kent County, Maryland. The purpose of this chapter is to provide a Director of Economic and Tourism Development, merge the existing Economic Development Commission and Tourism Development Advisory Board to create a single Economic and Tourism Development Commission consisting of seven (7) to nine (9) members, and provide for the duties and terms of the Members.

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

P. Thomas Mason, President

INTRODUCED, read first time, March 2, 2021, ordered posted and public hearing scheduled on March 16, 2021 at 6:00 p.m. in the County Commissioners Hearing Room, R. Clayton Mitchell, Jr., Kent County Government Center, 400 High Street, Chestertown, Maryland.

By order of:

Sondra M. Blackiston, Clerk

PUBLIC HEARING

HAVING been posted and notice of time and place of hearing and copies having been made available to the public and the press, a public hearing was held on March 16, 2021. Reported favorably [with] [without] amendments; read second time and ordered to be considered on April 6, 2021, a legislative session day.

A BILL ENTITLED CHR 4-2021 ECONOMIC AND TOURISM DEVELOPMENT

NOW THEREFORE BE IT ENACTED BY THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND that Chapter 21, Article I Economic Development is hereby amended, and Article II Tourism is hereby deleted as follows:

Article I Economic **AND TOURISM** Development

§ 21-1. Director.

~~The Director shall serve at the pleasure of the County Commissioners and receive such compensation as may be from time to time determined by resolution of the County Commissioners.~~ **THE COUNTY COMMISSIONERS OF KENT COUNTY MAY APPOINT A DIRECTOR OF ECONOMIC AND TOURISM DEVELOPMENT WHO SHALL SERVE AT THE PLEASURE OF THE COUNTY COMMISSIONERS AND RECEIVE SUCH COMPENSATION AS MAY BE FROM TIME TO TIME DETERMINED BY THE COUNTY COMMISSIONERS.**

~~§ 21-2. Powers and duties of Director.~~

~~The Director shall have the following powers and duties:~~

- ~~A. To facilitate the activities of the Economic Development Commission.~~
- ~~B. To promote the economic development of the county by attracting additional industry, commerce, and tourism.~~
- ~~C. To gather, maintain and disseminate information concerning industrial sites and commercial sites throughout the county.~~
- ~~D. To gather and disseminate information concerning the historical and cultural aspects of the county.~~
- ~~E. To act as the County's official liaison agent with persons interested in expanding existing businesses currently in the County or with persons interested in locating businesses in the County.~~
- ~~F. To form partnerships of industry, city, state and national and private agencies in promoting the purposes of economic development.~~
- ~~G. To serve as ombudsman for all businesses and industries in the County in the resolution of any community problems they may have, and to encourage the management of the same to have a constructive interest in the County.~~
- ~~H. To confer with and inform the County Commissioners, the Economic Development Commission, and municipal governing bodies on all matters relative to the economic development in the County.~~

- ~~I. To periodically survey the overall status of the county and municipalities to determine if the county and municipalities furnish such services and facilities that are conducive to economic expansion.~~
- ~~J. To render annually, or as requested, a summary of activities to the County Commissioners.~~
- ~~K. To meet with existing businesses to ensure retention and keep a pulse on their business activities.~~
- ~~L. Network and stay involved with state and other regional economic development professionals.~~
- ~~M. To serve as an ex officio member of the Tourism Development Advisory Board.~~

§ 21-2. ESTABLISHMENT OF AN ECONOMIC AND TOURISM DEVELOPMENT COMMISSION.

THERE SHALL BE AN ECONOMIC AND TOURISM DEVELOPMENT COMMISSION. THE MEMBERS OF THE COMMISSION SHALL BE APPOINTED BY THE COUNTY COMMISSIONERS OF KENT COUNTY AS SET FORTH IN THIS CHAPTER.

§ 21-3. Composition and compensation of Commission.

- A. The Commission shall consist of AT LEAST seven AND members, NO MORE THAN NINE MEMBERS, excluding the Director, who shall serve as an A NON-VOTING ex officio member. AT LEAST ONE MEMBER SHALL BE FROM THE TOURISM INDUSTRY.**
- B. The members of the Commission shall serve without compensation but shall be reimbursed for such expenses incurred in the performance of their duties as may be approved by the County Commissioners.**

§ 21-4. Terms.

- A. Commission members shall serve for terms of three years, OR UNTIL A SUCCESSOR IS APPOINTED. No member MEMBERS may serve NOT BE APPOINTED for more than two successive full terms. (Filling a vacant position during the term shall not be construed as a full term.)**
- B. IF A MEMBER IS CURRENTLY SERVING ON THE ECONOMIC DEVELOPMENT COMMISSION OR TOURISM DEVELOPMENT ADVISORY BOARD, THAT MEMBER MAY FINISH THEIR TERM AS A MEMBER OF THE ECONOMIC AND TOURISM DEVELOPMENT COMMISSION. IF THAT MEMBER IS SERVING IN THEIR FIRST TERM, THAT MEMBER MAY BE REAPPOINTED FOR A SECOND TERM.**
- C. A MEMBER MAY BE RECOMMENDED BY THE COMMISSION TO THE COUNTY COMMISSIONERS FOR REMOVAL. A MEMBER MISSING THREE CONSECUTIVE MEETINGS MAY BE RECOMMENDED FOR REMOVAL.**

§ 21-5. Officers.

- A. At the first meeting of the **ECONOMIC AND TOURISM DEVELOPMENT COMMISSION, AND EACH YEAR THEREAFTER, AT THE FIRST MEETING OF THE CALENDAR YEAR, THE MEMBERS OF THE COMMISSION SHALL ELECT FROM THEIR MEMBERS A CHAIRPERSON, AND SUCH OTHER OFFICERS AS THEY MAY DEEM NECESSARY.** ~~calendar year, the members of the Commission shall elect from their members a Chairperson, and such other officers as they may deem necessary. The terms of the officers shall be determined by the commission.~~
- B. ~~The chairperson of the economic development commission shall serve as an ex-officio member of the tourism development advisory board.~~

§ 21-6. Meetings.

The Commission shall ~~meet in regular sessions at least once a month. Special meetings shall be at the call of the chairperson in conjunction with the director~~ **HOLD SUCH REGULAR MEETINGS AS NECESSARY TO DISCHARGE ITS DUTIES.**

§ 21-7. Duties of Commission.

- A. Support and assist the Director in the performance of his or her duties.
- B. Meet with the County Commissioners annually, and as requested, to review and evaluate economic policies and issues, ~~and advise the commissioners on the performance of the county revolving loan fund.~~
- C. Recommend proposed policies and legislation to the Director to promote a healthy business climate.
- D. Promote cooperation between County departments, municipal and state governments.
- E. Provide an annual review of the County economic development strategic plan, ~~which will include benchmarks for retaining and growing existing businesses. The plan will promote economic growth in the county for the short term (one to three year) and long term (four to ten year) horizons.~~
- F. Assist the Director with the retention, expansion, and attraction of businesses in the County.
- G. Assist the ~~Director~~ with dissemination of information in the interest of economic **AND TOURISM** development. ~~by publication, advertising, or other means.~~
- H. As needed, attend public meetings regarding local and regional economic **AND TOURISM** development.
- I. Assist the Director to ensure local businesses are aware of any local, state, and federal government funding sources (loans and grants) for business growth and retention.

- J. Perform and/or support other duties as requested by the County Commissioners or the Director.

~~§ 21-8. Nature of Commission.~~ **SUBCOMMITTEES.**

~~The powers and duties of the Director and the Commission are of an advisory nature only. Neither the Director, the Commission, nor any member thereof shall incur any obligations in the name of the county.~~ **THE COMMISSION MAY ESTABLISH SUB-COMMITTEES AT ITS DISCRETION TO FURTHER THE MISSION OF THE COMMISSION.**

§ 21-9. NATURE OF COMMISSION.

THE POWERS AND DUTIES OF THE DIRECTOR AND THE COMMISSION ARE OF AN ADVISORY NATURE ONLY. NEITHER THE DIRECTOR, THE COMMISSION, NOR ANY MEMBER THEREOF SHALL INCUR ANY OBLIGATIONS IN THE NAME OF THE COUNTY.

ARTICLE II
Tourism Development

~~§ 21-9. Director.~~

~~The position of Tourism Development Director is hereby created. The Director shall serve at the pleasure of the County Commissioners and receive such compensation as may be from time to time determined by resolution of the County Commissioners.~~

~~§ 21-10. Powers and duties of Director.~~

~~The Director shall have the following powers and duties:~~

- ~~A. To work with the Tourism Development Advisory Board.~~
- ~~B. To adopt a progressive program to promote the tourism in the county.~~
- ~~C. To gather, maintain and disseminate information relative to marketing programs and advertising programs and coordinating the same with state and private promotions.~~
- ~~D. To gather and disseminate information concerning the historical and cultural aspects of the county.~~
- ~~E. To act as the county's official liaison agent at state and regional agency meetings.~~
- ~~F. To enlist the cooperation of federal and state agencies in promoting tourism in the county.~~
- ~~G. To confer with and inform the County Commissioners and the Tourism Development Advisory Board and municipal governing bodies on all matters relative to tourism in the county.~~

~~H. To periodically survey the overall status of the county and municipalities to determine if the county and municipalities furnish such services and facilities that are conducive to the expansion of tourism in the county.~~

~~I. To render annually a brief summary of activities to the County Commissioners.~~

~~§ 21-11. Composition and compensation of Board.~~

~~A. The Advisory Board shall consist of seven members, excluding the Director, who shall serve as an ex-officio member.~~

~~B. The members of the Advisory Board shall serve without compensation but shall be reimbursed for such expenses incurred in the performance of their duties as may be approved by the County Commissioners.~~

~~§ 21-12. Terms.~~

~~A. Advisory Board members shall serve for terms of three years, which terms shall be staggered. No member may serve for more than two successive full terms. (Filling a vacant position during the term shall not be construed as a full term.)~~

~~B. The initial appointments shall be for three persons to serve one-year terms, two persons to serve two-year terms and two persons to serve three-year terms.~~

~~§ 21-13. Officers.~~

~~Within 30 days after their appointment, the members of the Advisory Board shall meet and organize by electing from their members a Chairperson and such other officers as they may deem necessary. The terms of the officers shall be determined by the Board.~~

~~§ 21-14. Meetings.~~

~~The Advisory Board shall meet in regular sessions at least once a month. Special meetings shall be at the call of the Chairperson in conjunction with the Director.~~

~~§ 21-15. Duties of Board.~~

~~The Advisory Board shall assist the Director in the performance of his duties.~~

~~§ 21-16. Nature of Board.~~

~~The powers and duties of the Director and the Advisory Board are of an advisory nature only. Neither the Director, the Advisory Board nor any member thereof shall incur any obligations in the name of the county.~~

BE IT FURTHER ENACTED by the County Commissioners of Kent County that this Act shall take effect on the _____ day of _____, 2021.

Read Third Time _____

PASSED this _____ day of _____, 2021.

Failed of Passage _____

By order of:

Sondra M. Blackiston, Clerk

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

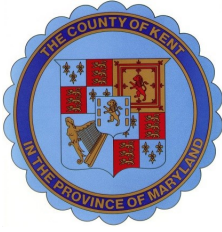
(SEAL)

P. Thomas Mason, President

Ronald H. Fithian, Member

Robert N. Jacob, Jr., Member

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



Code Home Rule Bill No. 5-2021 Bond Issuance Procedure 3/9/2021 County Commissioners Meeting

Item Summary:

Public Hearing Notice

ATTACHMENTS:

Description

Code Home Rule Bill No. 5-2021 Bond Issuance Procedure Public Hearing Notice

Code Home Rule Bill No. 5-2021 Bond Issuance Procedure DRAFT Legislation

The County Commissioners of Kent County

P. THOMAS MASON
PRESIDENT
CHESTERTOWN, MD

RONALD H. FITHIAN
MEMBER
ROCK HALL, MD

ROBERT N. JACOB, JR.
MEMBER
WORTON, MD

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

SHELLEY L. HELLER
COUNTY ADMINISTRATOR

THOMAS N. YEAGER
COUNTY ATTORNEY

March 2, 2021
Legislative Session Day

Legislative Session Day
March 2, 2021

CODE HOME RULE **BILL NO. 5-2021**

INTRODUCED BY: P. Thomas Mason, President of the Board of County Commissioners for Kent County, Maryland.

AN ACT to amend Chapter 3, Administration of Government, Article II Finances of the Code of Public Local Laws of Kent County, Maryland. The purpose of the amendment to this Chapter is to allow an exemption regarding bond issuance as permitted in the Local Government Article.

A public hearing will be held on March 16, 2021, at 6:00 p.m. in the Commissioners' Hearing Room, R. Clayton Mitchell, Jr., Kent County Government Center, 400 High Street, Chestertown, Maryland. In response to the State of Emergency, and in lieu of public appearance, the meeting will be held remotely, via video teleconference and viewable on the County website at www.kentcounty.com/government. Hearings are open to the public and written comments will be accepted until noon on March 19, 2021.

Public comments can be submitted prior to hearing by the following methods: email kentcounty@kentgov.org, letters sent to The County Commissioners of Kent County, 400 High Street, Chestertown, MD 21620, and by phone during public comment using the call-in option 1-872-239-8359 Conference ID 368 656 892 then press #.

A complete copy of the proposed legislative bill is available on the County's website at www.kentcounty.com/commissioners/draft-legislation or by calling 410-778-4600.

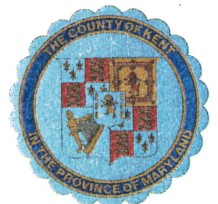
By order of:

THE COUNTY COMMISSIONERS OF KENT
COUNTY, MARYLAND



Sondra M. Blackiston
Clerk

PUBLISH: KCN 3/11/21



THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

March 2, 2021
Legislative Session Day

Legislative Session Day
March 2, 2021

CODE HOME RULE
BILL NO. 5-2021

INTRODUCED BY: P. Thomas Mason, President of the Board of County Commissioners for Kent County, Maryland.

AN ACT to amend Chapter 3, Administration of Government, Article II Finances of the Code of Public Local Laws of Kent County, Maryland. The purpose of the amendment to this Chapter is to allow an exemption regarding bond issuance as permitted in the Local Government Article.

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

P. Thomas Mason, President

INTRODUCED, read first time, March 2, 2021, ordered posted and public hearing scheduled on March 16, 2021, at 6:00 p.m. in the County Commissioners Hearing Room, R. Clayton Mitchell, Jr., Kent County Government Center, 400 High Street, Chestertown, Maryland.

By order of:

Sondra M. Blackiston, Clerk

PUBLIC HEARING

HAVING been posted and notice of time and place of hearing and copies having been made available to the public and the press, a public hearing was held on March 16, 2021. Reported favorably [with] [without] amendments; read second time and ordered to be considered on April 6, 2021, a legislative session day.

A BILL ENTITLED CHR 5-2021 BOND ISSUANCE PROCEDURE

NOW THEREFORE BE IT ENACTED BY THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND that Chapter 3, Administration of Government, Article II Finance is hereby amended to add §3-10.1.F. as follows:

Article II
Finances

.....

§ 3-10.1 Borrowing authorized.

.....

- F. THE PROVISIONS OF LOCAL GOVERNMENT ARTICLE §19-205 OF THE ANNOTATED CODE OF MARYLAND, AS AMENDED FROM TIME TO TIME, DO NOT APPLY TO THIS SECTION.**

BE IT FURTHER ENACTED by the County Commissioners of Kent County that this Act shall take effect on the ____ day of _____, 2021.

Read Third Time _____

PASSED this _____ day of _____, 2021.

Failed of Passage _____

By order of:

Sondra M. Blackiston, Clerk

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

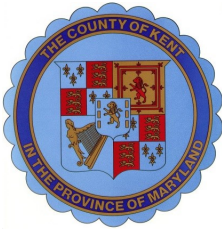
(SEAL)

P. Thomas Mason, President

Ronald H. Fithian, Member

Robert N. Jacob, Jr., Member

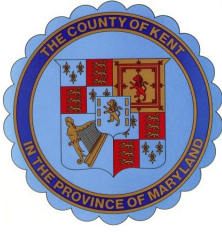
ORDERED a fair summary thereof of the entire bill shall be published in at least one newspaper of general circulation in the County, not less than three times at weekly intervals within a four-week period.



**#1 - Regular Session Minutes, March 2, 2021
3/9/2021
County Commissioners Meeting**

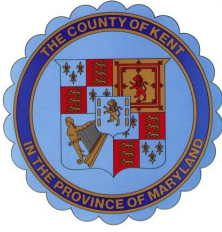
ATTACHMENTS:

Description



**#2 - Liquor Minutes, March 2, 2021
3/9/2021
County Commissioners Meeting**

ATTACHMENTS:
Description



Shannon Hannawald, Ambassador, Endometriosis Association
3/9/2021
County Commissioners Meeting

Item Summary:

Endometriosis Awareness Month

ATTACHMENTS:

Description

03.09.21 Endometriosis Awareness Month Proclamation

Kent County Maryland

Proclamation

ENDOMETRIOSIS AWARENESS MONTH

- WHEREAS,** an estimated 200 million women worldwide have been diagnosed with Endometriosis, a disease for which there is no cure; and
- WHEREAS,** the cause of Endometriosis is unknown and helps contribute to the lack of education, understanding, awareness, and social acceptance of those who constantly have to battle Endometriosis; and
- WHEREAS,** Endometriosis has caused women to face discrimination from employers, friends, family, and doctors due to this unpredictable disease; and
- WHEREAS,** the local support group, Endo Warriors of the Eastern Shore, have joined together with others to promote awareness, support, and education for Endometriosis; and
- WHEREAS,** understanding Endometriosis will help guarantee hope for a better future for women who continue to battle this disease.

NOW, THEREFORE, We, The County Commissioners of Kent County, Maryland do hereby proclaim March 2021, as “ENDOMETRIOSIS MONTH” in Kent County and recognize and acknowledge the importance of raising awareness of Endometriosis.

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

P. Thomas Mason

P. Thomas Mason, President

Ronald H. Fithian

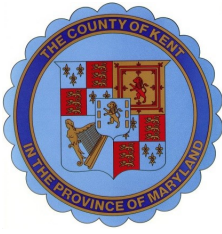
Ronald H. Fithian, Member

Robert N. Jacob, Jr.

Robert N. Jacob, Jr., Member



March 9, 2021



**April Bitter, Project Manager, and Chris Bannister, Network Engineer,
Information Technology**

3/9/2021

County Commissioners Meeting

Item Summary:

Contingency Fund Request

ATTACHMENTS:

Description

UPS Quote



Hardware
Software
Networking
Cabling
Supplies

Core Values, Experience ...
Partnerships

712 N. East Street
Frederick, MD 21701
301-846-9901 PH
301-846-9902 FX



Thank you for the opportunity. We realize there are many vendors from which to choose. Thank you for selecting En-Net.

Quote Information:

Quote #: 042131
Version: 1
Quote Date: 02/24/2021
Terms: Net 30
Delivery: 1-30 Days ARO
FOB: Destination
Quote Name: KCG-SB0224-APC UPS
Expiration Date: 03/26/2021

Prepared for:

MD - Kent County Government
Scott Boone
sboone@kentgov.org

Prepared by:

En-Net
Tax ID: 52-1977379
Cage Code #: 08LC5
Duns #: 947383410
CCR #: 1997J167284
E-Rate Spin #: 143034194
MD SBR #: SB12-22227
PA SB #: 342458-2014-05-SB
VA SWAM #: 626984

Rep Information:

Greg Gordon
SLED Sales Manager
301-846-9901 x7673
ggordon@en-netservices.com

Items

Line #	Qty	MFG Name	Description	Part #	Price	Ext. Price
1	1	Schneider Electric SA	CTO APC Symmerta with the items below:	ISX0001887489-0003-EC	\$29,158.47	\$29,158.47
2	1	Schneider Electric SA	APC Symmetra LX 12kVA Rackmountable UPS - 6 Minute Full Load - 12kVA - SNMP Manageable	SYA12K16RMP	\$0.00	\$0.00
3	1	Schneider Electric SA	APC Symmetra LX Extended Run Rack-mount with 3 SYBT5 - Spill Proof, Maintenance Free Sealed Lead Acid Hot-swappable	SYARMXR3B3	\$0.00	\$0.00
4	1	Schneider Electric SA	APC Symmetra LX 9 Battery Tower XR Frame - Spill Proof, Maintenance Free Sealed Lead Acid Hot-swappable	SYBFXR9	\$0.00	\$0.00
5	4	Schneider Electric SA	APC Symmetra LX Battery Module - Maintenance-free Lead Acid Hot-swappable	SYBT5	\$0.00	\$0.00
6	1	Schneider Electric SA	APC by Schneider Electric Service/Support - Service - 8 x 5 - On-site - Technical - Labor - Physical	WSTRTUP-SY-00	\$0.00	\$0.00
7	1	Schneider Electric SA	APC by Schneider Electric Service/Support Upgrade - Service - 24 x 7 - Technical - Labor - Physical	WUPGSTRTUP7-UG-01	\$0.00	\$0.00
8	1	Schneider Electric SA	APC by Schneider Professional Services/UPS Replacement	QWINSTALL-QBED71654-00	\$0.00	\$0.00
9	1	Trucking	See below for special delivery instructions.	Freight	\$135.45	\$135.45



Hardware
Software
Networking
Cabling
Supplies

Core Values, Experience ...
Partnerships

712 N. East Street
Frederick, MD 21701
301-846-9901 PH
301-846-9902 FX



Thank you for the opportunity. We realize there are many vendors from which to choose. Thank you for selecting En-Net.

Items

Line #	Qty	MFG Name	Description	Part #	Price	Ext. Price
<u>Scope of Work as listed below:</u>						
INCLUSIONS						
1. Project management and supervision.						
2. Adequate labor to achieve mutually agreed upon project schedule.						
3. Daily clean-up of debris to on-site dumpster provided by others.						
4. Work shall be performed during off peak working hours on a predetermined maintenance window, excluding Sundays and holidays.						
ELECTRICAL						
a. Disconnect and salvage the existing Input branch circuit feeder currently serving the failing UPS.						
i. Feeder shall be utilized for the new unit In Its entirety.						
b. Disconnect and remove from site one (1) existing APC Symmetra LX UPS consisting of the following components.						
i. Serial #5D1627T50860						
ii. Serial #5D1814T50805						
iii. Serial #QD0718350237						
iv. Rack shall remain In place to be utilized for the new components.						
c. Connect one (1) new 16 kVA UPS frame populated to 12kVADay one.						
i. Reconnect abandoned and salvaged electrical input power feed and disconnecting means.						
d. Properly dispose of old UPS and associated batteries, in accordance with EPA Regulations.						

Quote Summary

Total	\$29,293.92
-------	-------------

Manufacturer/Distributor Return and Warranty Policies Apply. Build to order products are non-cancellable and non-returnable without special exception.

Contracts Available

MD-DoIT Hardware #060B2490022	City of Baltimore #B500004091	PEPPM CA - 2015 / PEPPM PA - 2015
MD-DoIT PC #060B5400007	City of Baltimore HW/SW #B500001422	TIPS-Cabling #1082715
MD-DoIT Software #060B2490021	COSTARS-003-418	TIPS-Hardware #2062515
MD-MJUD Hardware #K18-0016-25L	COSTARS-006-151	TIPS-Networking #180501
MD-MJUD Software #K18-0002-25L	MEEC - #UMD-972016	TIPS-Software #180503



APC UPS installation for Kent County Public Works Department

Installation Assumptions

- * Installation of equipment to occur during normal business hours, Monday - Friday.
- * Installation scheduling may not coincide with the declared Promise Ship Date (PSD) of hardware
- * Equipment installed on ground floor or elevator rated for weight capacity of equipment, and standard dock access.
- * If union labor or Davis Bacon wage scale is required extra labor charges will apply.
- * Adequate space is available to complete the work required.
- * All work to be installed as per NEC, State, and local codes and manufacturer's specifications.
- * Adequate ampacity and circuit breaker space available in existing panel to supply input feeder
- * Modifications to correct existing code/building violations or upgrade of electrical, mechanical or fire systems to comply with State or City codes expressly excluded.
- * All work to be performed in a workmanlike manner
- * Labor and materials are included to perform the Scope of Work (SOW) only as listed above
- * Labor and materials covered by a one-year warranty. All equipment is subject to original manufacturer's warranty.
- * APC/Schneider Electric is not responsible for the performance of third-party load bank equipment. In the event of malfunctioning or failure to perform of this equipment, APC/Schneider Electric will not be held liable for damages.
- * APC/Schneider Electric is not acting as the general contractor or construction management company on any entities' behalf notwithstanding the fact that we may resell the services of one or more contracted installation services.
- * Any and all services performed by Schneider Electric will be governed exclusively by Schneider Electric standard terms and conditions of service.

Schneider Electric reserves the right to amend, withdraw or otherwise alter this submission without penalty or charge as a result of any event beyond its control arising from or due to the current Covid-19 epidemic or events subsequent to this epidemic / pandemic including changes in laws, regulations, by laws or direction from a competent authority

Exclusions

- | | |
|---|---|
| * Firewall Penetrations | * Underground trenching or boring |
| * Concrete/asphalt cutting or patching | * Equipment relocation |
| * Architectural or Structural Engineering | * Load bearing calculations or reinforcement |
| * Engineered stamped drawings | * Bonds |
| * Cutting, patching, painting | * Handling or disposal of any hazardous materials |
| * Core Drilling or cutting any structural element | * Load Bank or other Testing |
| * Fire Alarm or Suppression Systems Work | * Structural X-ray or GPR Testing |
| * Utility Company Fees | * Schneider Electric Project Management Services |
| * Overtime or holiday labor | * APC by Schneider Electric equipment, start-up or assembly |
| * Equipment Transportation fees | * Temporary Power, Cooling or Lighting |
| * Removal/disposal or demo of equipment | * Security Systems |
| * Seismic Anchoring | * Server Migration/Cabling |
| * Water Quality Testing | * Cable Tray |
| * Permit Fees | * Demolition and/or construction of walls, doors, ceilings, |
| windows, etc. | |
| * Requirements due to permitting jurisdiction (i.e. fencing, bollards, landscaping, sound attenuating enclosures, etc.) | |

Delays

The schedule will be reasonably extended and the charges adjusted, if necessary, if we are delayed in the progress of work by:

1. Acts of or omissions/neglect by:

APC UPS installation for Kent County Public Works Department

- a. The Client or Client's employees
 - b. Other contractors employed by the Client
2. Additional requirements imposed by the Client or any government agencies
3. Labor disputes
4. Fire
5. Unusual delays in transportation
6. Adverse weather conditions which we can not reasonably anticipate
7. Unavoidable casualties
8. Concealed or unforeseen conditions
9. Other causes beyond our control
10. Other causes which we both agree are justifiable

Change Orders

All work to be performed is limited to the activities and provisions as stated in the Scope of Work within this proposal. Any work requested outside of the Scope of Work will require a Change Order via a Project Change Document.

The Project Change document will describe the change in work and will specify any charges for additional work performance. If authorized, the Client will sign the change document, which will constitute approval for the Change Order charges. Schneider Electric will invoice the Client for any such charges.

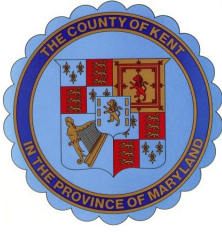
Schneider Electric will not provide nor charge the Client with any additional services, outside the scope of services described in this Statement of Work, unless a written project change document is executed by both authorized parties.

Special Shipping / Deliver Instructions

Dock-to-Dock delivery via Pitt Ohio Express (PITD)

Includes:

- Site must accommodate a 53' tractor trailer
- Palletized freight delivered to a dock-level facility on a 53' tractor trailer during regular business hours.
 - o Unloading not included.
 - o Ground unloading / delivery with Lift Gate not included
- Certain product lines determined by Schneider Electric will require a Premium Dock-to-Dock carrier.



Patricia Merritt, Chief Finance Officer, Office of Finance
3/9/2021
County Commissioners Meeting

Item Summary:

Request to Engage Realauction.com LLC to Conduct 2021 Tax Sale

ATTACHMENTS:

Description

03.09.21 Agreement for Services, By and Between Kent County and Realauction.com, L.L.C., Real Tax Lien Service, Kent County Property Tax Sale



REALAUCTION.COM, LLC

861 SW 78TH AVENUE SUITE 102, PLANTATION FLORIDA 33324

AGREEMENT FOR SERVICES

This Agreement made this 9th day of March, 2021 between Kent County, a municipal subdivision of the State of Maryland ("County"), and Realauction.com, L.L.C. ("Contractor"), for Internet-based electronic processing of bid information related to the auction sale of County's Tax Certificates, on the following terms:

1. Length of Agreement; Cancellation; Termination Upon Default.

A. The term of this Agreement shall terminate three years from the above date.

B. Termination for Default or Breach: This Agreement may be terminated by either party upon the failure of the other to comply with any provision or requirement of this Agreement, provided that written notice of such failure is given to the defaulting party and is not cured within thirty (30) days of the date of receipt of written notice. A party's decision not to take action upon failure of the other party to perform shall not be construed as a waiver of the ability of non-breaching party to take additional action at a later date and time.

C. This agreement may be terminated for convenience by either party for any reason provided the party seeking termination gives 90 days' notice to the other party.

2. Services to be Provided by Contractor.

A. The Contractor shall furnish Internet Auction Services for Tax Certificates for Kent County, MD. The County provides no guarantee of quantity.

B. The Contractor shall provide a host server for the Web Site. As used herein, the term "Web Site" shall mean an Internet web site that Contractor will make available to County under this Agreement. The Web Site will utilize Contractor's proprietary software, which is capable of accepting and processing competitive bids for Tax Certificates to be issued by Client. The County

acknowledges that the Contractor's Server may not be dedicated exclusively to the Web Site. The Contractor shall use its best efforts to make the Web Site available during all business hours and shall not schedule planned maintenance downtime to occur during business hours.

C. During each auction, the Contractor shall provide Auction Administrator(s) and the technical support necessary to facilitate the County's conduct of online auction sales of tax certificates.

D. Contractor will assist County with the following:

- i. Auction set-up. County will select the auction format; e.g., sealed, proxy, etc., to be used, auction start date, end date and batch size as well as the auction's administration and execution, including but not limited to management or retrieval of user registration information and auction results.
- ii. Granting and denying various degrees of access privileges to users and County's employees to the Web Site. Before any County representative is given privileges to access the Web Site and its information, County must provide Contractor with written authorization directing Contractor to give such employees such authority.
- iii. Monitoring network performance while auctions are in progress.
- iv. Providing technical support to resolve questions related to hardware, software or network problems encountered by the County or third party users.
- v. Providing telephone and online webinar training sessions for County personnel designated by the County as having a thorough knowledge of the transactions to be consummated through the use of the Web Site at times to be mutually determined.
- vi. Providing personal and telephonic support during normal business hours for the handling of bidder and County questions relating to the general operation of the Web Site.

E. Contractor will include on the Web Site terms and conditions, with appropriate disclaimers, which third party users (i.e., participants in

auctions/bidders) will be required to give assent. Each party will have the right to reasonably approve the terms and conditions or disclaimers that are included within the Web Site.

F. The Contractor may, in its sole discretion, provide additional ancillary services through the Web Site to third party users that are intended to assist such third party users in evaluating any or all of the Tax Certificates to be sold. Such services may include without limitation:

- i. Hyperlinks on the Web Site to third party sites that contain additional information about the delinquent accounts or properties that are the subject tax sale; and
- ii. Analytical tools, such as search, sort, upload, download and other report customization features. If such services are offered by Contractor thru Web Site, these services shall be provided **at no charge** to the bidders and auction participants.

G. Contractor shall record and maintain records of all activity occurring on the Web Site, and shall retain these records for a period of 5 years from the date of each auction.

H. Contractor shall ensure that the Web Site is capable of providing the following functions:

- i. Accepting, processing and displaying bid information and other data related to auctions of tax certificates.
- ii. Accepting, processing and maintaining an ID number and password from users before users enter any auction, which they may obtain free of charge by simply registering on the Site.
- iii. Providing users with the means for reviewing the list of all Tax Certificates being offered for sale, along with, to the extent available, tax roll data and appraiser information with respect to the applicable properties.
- iv. Providing users with the means to bid and to withdraw bids on tax certificates.
- v. Permitting the use, at the County's election, a proxy bidding system, whereby a user will submit the minimum rate that he/she

would be willing to receive for the applicable tax certificate. The Contractor's software will act on the bidder's behalf, submitting only the maximum rate necessary to win the bidding for any given Certificate, but in no event less than the minimum rate specified by the bidder. When the auction is over, third party users will see only the higher of the minimum rate submitted by each bidder or their winning bid.

- vi. Allowing users to view auction results after they are approved for release by County.
- vii. Allowing Contractor's Auction Administrators and County's internal auction administrators (the "County Auctioneers") to observe auctions in progress and retrieve information immediately upon completion of each auction, and to release the final results of auctions so that they can be viewed by all users with authorized access to the Web Site.
- viii. Enabling the County's Auction Administrators, or the Contractor Auction Administrator at County's direction, to establish and modify auction parameters; to modify registration information pertaining to a particular third party user or County user; and to limit or prohibit a user's access privileges to the site. County will provide Contractor with the names of County personnel who are permitted to access and/or authorize modifications. In the event County directs Contractor to effect such modifications, County will be required to give Contractor reasonable advance notice before such modifications are to go into effect.

3. Cooperation by County. Notwithstanding any other provision herein, the County shall:

- A. Notify Contractor of the actual date scheduled for each tax certificate sale on the Web Site at least 45 days prior to such date, and provide Contractor with all information concerning the properties for which tax certificates are being offered at auction at least 30 days prior to the date of each auction.

B. Providing Contractor with the names, titles and contact information for all County employees who will have decision-making authority of any kind in the auction process or access to the Contractor's Web Site, as well as the names and contact information of all County employees who are responsible for processing Contractor's requests for payment and supporting documentation.

C. The Web Site shall bear County's name and such other trade dress (e.g., logos, introductory statement from the County etc.) as reasonably directed by the County. The County acknowledges and agrees that every page of the Web Site may display the Contractor's name and company logo.

D. County will reasonably cooperate with Contractor to ensure that Contractor has access to and is provided with all the information it needs to effectuate the tax certificate auctions described in this Agreement and for preparation and delivery of the Contractor's requests for payment. The information provided will include the initial data load and timely updates of certificates that have been redeemed, purchased or transferred.

4. Payment for Services.

A. The Contractor will be paid for the Contract amount upon invoices submitted to the County by the Contractor on a monthly basis.

B. In consideration of the Services set forth in this Agreement, County shall pay (or cause to be paid) the following fees to Contractor in the manner described:

- i. For each individual Tax Certificate sold during an auction on the Web Site, County shall pay to Contractor ten dollars (\$10.00).
- ii. For each individual Tax Certificate that is unsold, sold in error or cancelled, Contractor will receive no fee.

C. The Contractor's request for payment shall be supported by reports or other documents reasonably required by the County, and shall show the Contractor's County Contract number, and the Contractor's federal identification number, in addition to any other information that may be required by the County. Additionally, all requests for payment shall have attached a copy of the original bill, containing an original signature of an authorized representative of the Contractor. Requests for payment shall be submitted not more than once every thirty days, to an address, department and/or individual designated by the County.

D. Unless otherwise provided on Contractor's invoice or other Instructions that Contractor provides subsequent to the execution of this Agreement, payments shall be made to:

Realauction.com, LLC
Attn: Finance Department
861 SW 78th Ave., Suite 102
Plantation FL, 33324

E. Contractor shall not be obligated to provide any Services hereunder in the event County is more than 60 days delinquent in paying any invoices, provided, however, that Contractor has advised the County Treasurer in writing that it will cease performing services unless delinquent invoices are paid in full.

5. Limited Warranty; Disclaimer of Implied Warranties; Limitation of Liability; Consequential Damages or Incidental Damages.

A. Contractor warrants that the Web Site, when provided with accurate and properly formatted data by County and other third party users, and when accessed by properly functioning software and equipment of third party users, will perform substantially as required in order to facilitate County's online auction sales of tax certificates. Contractor will, at no charge to County, make corrections to the Web Site so that the Web Site performs substantially as required, and will use its best efforts to make such corrections available within 24 hours, provided that County reports to Contractor any failures or defects in the Web Site and provides Contractor with information sufficient to correct such failure or defect. In the event Contractor is not able to make such corrections available within 24 hours, the Contractor's chief executive officer and/or chief operating officer will confer with County to advise County with respect to the status of problem resolution and anticipated time of correction.

B. Except for the express limited warranty set forth in the preceding section of this Contract, Contractor makes no warranty, representation, promise or guarantee, either express or implied, statutory or otherwise, with respect to the Web Site or the Services provided hereunder, including their quality, performance, merchantability or fitness for a particular purpose, or whether any of the transactions to be conducted using the Web Site comply with any applicable federal, state, county or other law or regulations. Contractor will have no responsibility for any actual or purported loss resulting from damages associated with the auction format (e.g., Proxy Bidding) selected by County for any particular auction conducted on the Web Site. In no event will Contractor be liable for indirect, special, incidental, economic, cover, consequential, tort or other damages (including without limitation damages or costs relating to the loss of profits, business, goodwill, data or computer programs, even if advised of the possibility of such damages), without regard to the legal theory of such damages, arising out of the use of or inability to use the Web Site or the services provided hereunder. Except as provided in this paragraph, in no event will Contractor's liability to County arising out of or related to this Contract exceed the fees earned by Contractor under this Contract during the twelve month period immediately preceding the date that the event giving rise to Contractor's liability occurred. Notwithstanding the foregoing, Contractor's liability to County arising out of claims brought against Contractor pursuant to Paragraph (a) above will be no greater than \$1,000,000 in the aggregate.

6. Confidentiality; Proprietary Information.

A. The format in which Contractor stores data provided by County will be proprietary to Contractor. County's retrieval and use of the data compiled by Contractor on the Web Site shall be limited to County's internal use only, and County agrees that it will not, unless otherwise required by law, transmit to third parties, or permit other third parties to access the data in the format and compilation created by Contractor. **The parties acknowledge that this agreement is subject to the provisions of the Maryland Public Information Act.**

B. County acknowledges that with respect to bidders who provide minimum bids as part of the Web Site's proxy bidding feature, Contractor will be deemed the agent of such bidders in so far as bidders have provided such minimum bids. Such minimum bids will be the confidential information of the bidder, which Contractor will be required to maintain, and which contractor will not release except as required by law.

C. Except upon prior written approval by the County, the Contractor, or its subcontractors, shall not furnish or disclose to any person and/or organization, any non-public information that County designates as confidential.

D. It is expressly understood and agreed that the software used to develop and operate the Web Site; any related materials and documentation provided by Contractor, including without limitation information related to security or other technical aspects of the Web Site; and the non-public pages of the Web Site constitute a valuable proprietary product and trade secret of Contractor embodying substantial creative efforts and confidential information, ideas, and expressions (collectively for the purposes of this section "Contractor's Confidential Information"). County agrees to hold all such Contractor's Confidential Information in strictest confidence and take such steps as are reasonably necessary to protect the confidentiality of the Contractor's Confidential Information and other materials designated by Contractor as confidential. Such steps shall include, without limitation, refraining from taking any action in derogation of Contractor's ownership rights and taking actions similar to those taken by County with respect to protecting other third party confidential information in its possession. County shall not disclose or otherwise make available the Contractor's Confidential Information in any form to any person except to those employees of County or Contractor who need

access to the information to facilitate County's authorized use of the Web Site. Nothing herein shall be construed, however, to prohibit County from making any disclosures required of County pursuant to any legal process or request from any governmental authority having jurisdiction over County, or from making disclosure required by Maryland law, provided however that prior to disclosure to any such governmental authority, County shall provide notice to Contractor in order to enable Contractor to seek relief.

E. Each party agrees to treat any information they receive that is submitted to the Web Site by third party users, including without limitation, deposit amounts, social security numbers, federal tax identification numbers, etc., in accordance with applicable law and the "privacy policy" set forth in the related link on the Web Site. Contractor will not change the "privacy policy" without County's consent, which will not be unreasonably withheld.

7. Limited Agency Created; No Third Party Beneficiaries Intended.

For the purpose of providing auction services for the delinquent tax auction and other services specifically described herein, Contractor shall be an agent of the county and shall be required to take direction from the county as to the mechanism and effectuation of the sale. Other than with the respect to the handling of the delinquent tax auction and other services described here in, Contractor acknowledges that it does not have the authority to act on behalf of the County or its agencies. Contractor's personnel shall not be employees of the County. There are no intended third party beneficiaries, including without limitation any users of the Web Site described herein.

8. Force Majeure. Delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is caused by force majeure. For purposes of this Contract, "force majeure" shall mean any cause or agency preventing performance of an obligation which is beyond the reasonable control of either party hereto, including without limitation, fire, flood, sabotage, embargo, strike, explosion, labor trouble, accident, riot, acts of governmental authority (including, without limitation, acts based on laws or regulations now in existence as well as those enacted in the future), and delays or failure in obtaining raw materials or transportation, acts of God, telephone line outages, Internet traffic slowdowns (including any Internet transmission problems incurred by either County's or Contractor's Internet service provider), down computer networks, down hardware, (head crashes, operating system hang-ups and the like),

software or operating systems failure caused by a virus or other denial of service attack, and electricity outages. A party affected by a force majeure shall, upon notice to it of the force majeure, promptly notify the other party by the quickest means available, explaining the nature and expected duration thereof, and shall act diligently to remedy the interruption or delay if it is reasonably capable of being remedied.

9. Entire Understanding; Amendments. This Agreement constitutes the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes all prior or contemporaneous agreements, representations, warranties and understandings of such parties, whether oral or written. This Agreement may only be amended by a separate document, signed by both parties.

10. Place of Execution; Governing Law; Venue. This Agreement shall be deemed to be executed in Kent County, State of Maryland, regardless of the Contractor's domicile, and shall be interpreted and construed in accordance with the laws of the State of Maryland. The Contractor agrees that the venue for any and all claims between the parties arising from this Agreement shall be in the federal courts for the Southern District of Maryland or in the state courts in and for Kent County, Maryland.

11. Severability. If this Contract contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Contract without affecting the binding force of this Contract as it shall remain after omitting such provision.

IN WITNESS WHEREOF, the parties have executed this Agreement this 9th day of March, 2021.

For Realauction.com, L.L.C.: _____

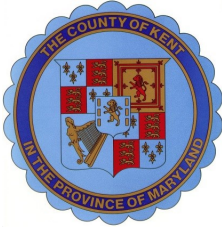
Printed Name: _____

Title: _____

For Kent County: P. Thomas Mason

Printed Name: P. Thomas Mason

Title: President



Patricia Merritt, Chief Finance Officer, Office of Finance
3/9/2021
County Commissioners Meeting

Item Summary:

FY2021 Financial Statements - as of 12/31/20

ATTACHMENTS:

Description

FY2021 Financial Statements - as of 12.31.20

General Fund

Statement of Revenues and Expenditures

As of December 30, 2020

	July - Dec Budget	July - Dec Actual	\$ Fav/Unfav	% Fav/Unfav
<u>Revenues</u>				
Property Tax	30,410,489	30,467,835	57,346	
Income Tax	4,934,298	4,886,747	(47,551)	
Recordation Tax	649,015	968,683	319,668	
Property Transfer Tax	357,398	643,892	286,494	
Other Local Taxes	162,855	156,901	(5,954)	
Service Charges	308,274	181,712	(126,562)	
Intergovernmental Revenue	283,643	306,468	22,825	
Licenses & Permits	118,576	129,504	10,928	
Fines & Forfeitures	8,196	3,299	(4,897)	
Lease Proceeds	368,814	368,814	-	
Transfers In	-	-	-	
Other	93,660	93,031	(629)	
Total Revenue	37,695,218	38,206,886	511,668	1%
<u>Expenditures</u>				
Board of Education	9,279,810	9,279,810	-	
Salaries & Benefits	9,277,083	8,932,005	345,078	
Operating Expenditures	3,534,388	2,950,495	583,893	
Allocations	1,863,391	1,833,837	29,554	
Debt Service	515,910	548,640	(32,730)	
Capital Expenditures	500,276	504,293	(4,017)	
Capital Leases	39,182	44,916	(5,734)	
Transfers to Other Funds	1,557,152	1,595,754	(38,602)	
Contingency	400,000	61,243	338,757	
Total Expenditures	26,967,192	25,750,993	1,216,199	5%
Excess/(Deficiency) Revenues Over Expenditures	10,728,026	12,455,893	1,727,867	

**General Fund
Explanation of Major Variances
December 31, 2020**

<u>Revenues</u>	<u>Fav/(Unfav)</u>
Recordation Tax 80% increase from prior year	319,668
Property Transfer Tax 91% increase from prior year	286,494
Property Tax	57,346
Income Tax	(47,551)
Service Charges Diesel sales, recreation services	(126,600)
Other	22,311
Total Revenues	<u><u>511,668</u></u>

General Fund
Explanation of Major Variances
December 31, 2020

<u>Expenditures</u>	<u>Fav/(Unfav)</u>
Salaries & Benefits	
Full time	202,951
Election workers salary & benefits	113,510
Health	107,586
Retirement	45,050
Seasonal	28,632
Overtime	(66,574)
Leave payout	(103,863)
Other	17,786
	345,078
Operating	
Highways & Streets	116,661
Tourism Development	63,669
Sheriff's Office	62,386
Communications	57,139
Buildings & Grounds	57,097
Environmental Operations	52,112
Information Technology	43,013
County Commissioners	28,935
Detention Center	21,847
Parks	20,403
Recreation	19,891
Other	40,740
	583,893
Contingency	338,757
Other	
Transfers, Debt Service	(51,529)
Total Expenditures	<u><u>1,216,199</u></u>

Water and Wastewater Services
Statement of Revenues and Expenses
As of December 31, 2020

	July - Dec Budget	July - Dec Actual	\$ Fav/(Unfav)	% Fav/(Unfav)
Revenues				
Water Service Charges	330,725	322,397	(8,328)	-2.5%
Sewer Service Charges	807,970	811,201	3,231	0.4%
Septage Service Charges	83,124	101,198	18,074	21.7%
Contracted Services	46,140	42,649	(3,491)	-7.6%
Other	8,697	8,287	(410)	-4.7%
Total Revenues	1,276,656	1,285,732	9,076	0.7%
Expenses				
Salaries	368,081	392,950	(24,869)	-6.8%
Benefits	193,856	191,616	2,240	1.2%
Contracted Services (salaries & benefits)	46,140	24,001	22,139	48.0%
Operating	1,063,902	1,080,137	(16,235)	-1.5%
Capital	-	-	-	0.0%
Interest Expense	146,146	148,774	(2,628)	-1.8%
Principal Expense	105,292	105,452	(160)	-0.2%
Operating Reserves	34,143	34,959	(816)	-2.4%
Total Expenses	1,957,560	1,977,889	(20,329)	-1.0%
Transfers				
General Fund	680,904	692,157	11,253	1.7%
Total Transfer In/(Out)	680,904	692,157	11,253	1.7%
Subsidy %	34.8%	35.0%		

**Water and Wastewater Services
Explanation of Major Variances
As of December 31, 2020**

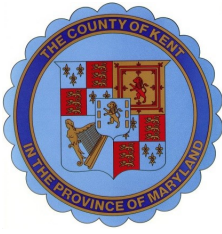
	<u>Fav/(Unfav)</u>
Revenues	
Septic Service Charges	18,074
Water Service Charges	(8,328)
Other	(670)
	<u>9,076</u>
 Salaries	
Salaries	(13,050)
Overtime	(8,532)
Other	(3,287)
	<u>(24,869)</u>
 Contracted Services	
Galena	18,280
Rock Hall	1,190
Betterton	3,038
Nicholson	(369)
	<u>22,139</u>
 Operating Expenses	
Chemicals	5,833
Electric	2,471
Rental - Copiers	2,008
Sewer agreement fees - Towns of Rock Hall & Millington	(14,329)
expenses increased 25%	
Repair & Maintenance Other - septic hauler pumpouts	(11,646)
of lagoons/Contingency	
Other	(572)
	<u>(16,235)</u>

Capital Projects Fund
Statement of Revenues & Expenditures
As of December 31, 2020

	Annual Budget	July - Dec Actual	Balance
<u>Revenues</u>			
Quaker Neck network extension	198,399	181,972	16,427
Eastern Neck network extension	189,689	63,121	126,568
Fairlee Landing network extension	122,050	99,864	22,186
Jim David Rd network extension	89,818	76,138	13,680
Langford Rd network extension	94,396	72,314	22,082
Pentridge Lane network extension	90,733	75,303	15,430
Shadding Reach network extension	125,730	96,905	28,825
Vansant Corner network extension	66,415	60,517	5,898
Turner's Creek bulkhead	488,300	-	488,300
Turner's Creek boat ramp	246,200	8,791	237,409
Quaker Neck pier	222,750	222,655	95
Cliff City rip rap	178,000	-	178,000
Nicholson wastewater treatment plant upgrade	2,630,335	-	2,630,335
Worton maintenance facility	40,000	27,578	12,422
Betterton Beach bathhouse	81,571	60,000	21,571
Kent County Public Schools Projects			
Rock Hall Elementary roof	4,000	4,000	-
Rock Hall Elementary targeted renovations	439,589	311,180	128,409
Galena Elementary targeted renovations	2,559,210	176,276	2,382,934
Total Revenue	7,867,185	1,536,614	6,330,571
<u>Expenses</u>			
Quaker Neck network extension	198,399	181,972	16,427
Eastern Neck network extension	189,689	63,121	126,568
Fairlee Landing network extension	122,050	99,864	22,186
Jim David Rd network extension	89,818	76,138	13,680
Langford Rd network extension	94,396	72,314	22,082
Pentridge Lane network extension	90,733	75,303	15,430
Shadding Reach network extension	125,730	96,905	28,825
Vansant Corner network extension	66,415	60,517	5,898
Turner's Creek bulkhead	488,300	-	488,300
Turner's Creek boat ramp	246,200	8,791	237,409
Quaker Neck pier	222,750	222,655	95
Cliff City rip rap	178,000	-	178,000
Nicholson wastewater treatment plant upgrade	2,630,335	10,061	2,620,274
Worton maintenance facility	40,000	27,578	12,422
Betterton Beach bathhouse	81,571	60,000	21,571
Kent County Public Schools Projects			
Rock Hall Elementary roof	4,000	4,000	-
Rock Hall Elementary targeted renovations	439,589	311,180	128,409
Galena Elementary targeted renovations	2,559,210	1,155,052	1,404,158
Total Expenditures	7,867,185	2,525,451	5,341,734
Excess/(Deficiency) Revenues over Expenditures	-	(988,837)	988,837

**Water and Wastewater Services Capital Projects
Statement of Revenues and Expenditures
As of December 31, 2020**

	<u>Annual Budget</u>	<u>July - Dec Actual</u>	<u>Balance</u>
<u>Revenues</u>			
Millington - preliminary engineering report	1,305	-	1,305
Galena - wastewater treatment plant upgrade	27,685	27,045	640
Galena - collection system upgrade	<u>169,117</u>	<u>108,994</u>	<u>60,123</u>
Total Revenue	198,107	136,039	62,068
<u>Expenses</u>			
Millington - preliminary engineering report	1,305	-	1,305
Galena - wastewater treatment plant upgrade	27,685	27,045	640
Galena - collection system upgrade	<u>169,117</u>	<u>108,994</u>	<u>60,123</u>
Total Expenditures	198,107	136,039	62,068
Excess/(Deficiency) Revenues over Expenditures	<u><u>-</u></u>	<u><u>-</u></u>	<u><u>-</u></u>



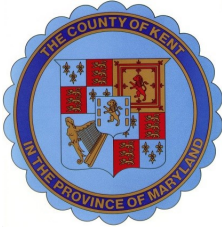
Office of Emergency Services
3/9/2021
County Commissioners Meeting

Item Summary:

Full-Time Paramedic Vacancy

ATTACHMENTS:

Description



Disposal of Real County Property 3/9/2021 County Commissioners Meeting

Item Summary:

Agreement for the Purchase and Sale of Property, Kelleys Park Road

ATTACHMENTS:

Description

03.09.21 Agreement, Purchase and Sale of Property By and Between the County Commissioners and Ashmore, Kelleys Park Road 1

AGREEMENT FOR THE PURCHASE AND SALE OF PROPERTY

THIS Agreement for the Purchase and Sale of Property ("Contract" or "Agreement") is made this 9th day of March, 2021 ("Effective Date") by and between The County Commissioners of Kent County, Maryland, a body politic and political subdivision of the State of Maryland("Seller" or "Sellers"), and William R. Ashmore and Valerie L. Ashmore (collectively "Purchaser" or "Purchasers").

WHEREAS, Seller is the owner of the Property (as hereinafter defined) and has determined that it wishes to sell same to Purchaser, and Purchaser desires to purchase the Property; and

NOW, THEREFORE, WITNESSETH, that in consideration of the mutual promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Agreement of Purchase and Sale. Subject to the provisions of this Agreement, and for the consideration herein stated, Seller agrees to sell to Purchaser and Purchaser agrees to buy from Seller all of the following described property (collectively, the "**Property**"):

(A) ALL that part or parcel of land, situate, lying and being in the fifth election district of Kent County, Maryland, being a part of the Public Landing at Skinners Neck, being 2,054.00 square feet, more or less, as fully shown and described "2,054 sq. ft To Be Conveyed From Commissioners to William R. Ashmore, et ux." on the plat entitled, "Lot Line Adjustment Between the Lands of William R. Ashmore et ux. And County Commissioners of Kent County" dated January 28, 2021, prepared by Extreme Measures Land Surveyors and attached hereto as **Exhibit A**, reference being made thereto for a more complete metes and bounds, courses and distances of the Property description, together with the buildings and improvements thereupon erected, made or being and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging or anyway appertaining (herein the "Property").

(B) All of the property, parcel of land, fixtures and other items of the Seller are being transferred to Purchasers "AS IS". The parties hereby agree and acknowledge that the Seller has not made and shall not be deemed to have made any express or implied representation or warranty regarding the physical nature or physical condition of the Property or the capabilities thereof, notwithstanding the express representations and warranties contained herein this Agreement.

(C) **The parties agree that, in addition to a deed, the Property shall be transferred unto Purchaser by virtue of a boundary line adjustment whereby the Property is transferred from Seller's public landing parcel located at Tax Map 55, Parcel 240 and thereafter becomes a part of Purchaser's property located at 21979 Kelleys Park Road, Rock Hall, Maryland 21661, Tax Map 55, Parcel 5. The parties shall operate in good faith to achieve the boundary line adjustment approval. Purchaser shall be responsible for all survey fees, application fees and other fees associated with obtaining the boundary line adjustment approval through the Kent County Department of Planning, Housing and Zoning. Purchaser shall make prompt application for the boundary line adjustment approval shown in Exhibit A within ten (10) days of the date of this Agreement.**

2. Purchase Price and Deposit.

(A) The Purchase Price for the Property (the "**Purchase Price**") shall be Eight Thousand (\$8,000.00) Dollars. Purchasers shall pay the Purchase Price in cash, by wire transfer of federal funds or by other immediately available funds on the date of Closing. The sum of One Hundred (\$100.00) Dollars is being paid commensurate herewith the execution of this Agreement and will be held in escrow as a Deposit (hereinafter "**Deposit**") by MacLeod Law Group, LLC ("**Escrow Agent**").

(B) The Deposit shall be held by Escrow Agent in a noninterest bearing account, and the Deposit shall be applied against the Purchase Price at Closing or, in the event of termination of this Agreement, shall be disbursed as contemplated herein. The Escrow Agent shall not be liable for any mistakes of facts, errors of judgment, or acts or omissions in regard to its escrow duties, except that the Escrow Agent shall be liable for any willful malfeasance or gross negligence on its part. Sellers and Purchasers shall, jointly and severally, indemnify and hold harmless the Escrow Agent against any expense incurred by the Escrow Agent arising out of or relating to its escrow duties. Purchasers shall provide Escrow Agent with its Federal Tax I.D. number. In the event that Escrow Agent is unable to determine at any time to whom the Deposit should be paid or if a dispute develops between the parties concerning to whom the Deposit should be paid, or if Escrow Agent receives conflicting demands for the Deposit, then, unless Escrow Agent has received written instructions signed by both Sellers and Purchasers authorizing Escrow Agent to disburse the Deposit in accordance with such written instructions within ten (10) days after Escrow Agent has served a written request for instructions upon the parties, Escrow Agent will have the right by bill of interpleader to pay the Deposit into the Circuit or District Court for Kent County, Maryland (as may be applicable) and interplead the parties in respect thereof, and thereafter Escrow Agent will be discharged of any obligations in connection with this Agreement.

(C) **Purchaser agrees to make an application on behalf of Seller for a living shoreline grant for the Public Landing parcel owned by Seller located at Tax Map 55, Parcel 240 and Purchaser shall contribute up to One Thousand, Two Hundred (\$1,200.00) Dollars toward the preliminary engineering costs associated with one such grant application for a living shoreline grant. Seller shall be responsible for any other expenses and fees associated with the living shoreline grant application and living shoreline construction, maintenance or operation. Seller's participation in any such living shoreline grant or construction is at the sole and absolute discretion of Seller, however, in the event Seller elects to move forward with said grant application, Seller shall cooperate in good faith with Purchaser. Purchaser shall have the obligation to make application for the living shoreline grant, if desired by Seller, and to facilitate such grant application, however Purchaser's monetary obligation is limited to up to One Thousand, Two Hundred Dollars (\$1,200.00) toward the engineering costs associated with one grant application. This obligation to make the grant application and payment stated herein shall survive closing and settlement, however, this obligation shall expire two (2) years after the effective date of this Agreement.**

3. Closing.

(A) **Closing** shall occur on a date mutually acceptable to the parties, within thirty (30) days after the boundary line adjustment approval from the Kent County Department of Planning, Housing and Zoning to transfer the Property from Seller to Purchaser as shown in Exhibit A. Closing shall occur at MacLeod Law Group, LLC, 110 N. Cross Street, Chestertown, Maryland or other location chosen by the Purchasers. **Closing is contingent upon the Purchaser obtaining boundary line adjustment approval. In the event Purchaser is unable to obtain boundary line adjustment approval as stated herein, Purchasers shall notify Seller in writing and in which case, Purchaser shall not be required to complete the purchase contemplated by this Agreement, this Agreement shall become null and void and of no further legal force or effect, and any deposit shall be returned to Purchaser.**

(B) At the Closing, Sellers will execute and deliver to Purchasers: (i) a special warranty deed conveying the Property, free and clear of all liens and encumbrances, except those matters deemed Permitted Exceptions (as defined herein); (ii) an assignment of each lease applicable to and affecting the Property; (iii) a certificate, dated the date of the settlement and duly executed by Seller, certifying that all of the representations and warranties of the Seller set forth in this Agreement are true as of the date of Closing; and (iv) such other deeds, assignments, certificates, affidavits and instruments as may be reasonably necessary or desirable to consummate the purchase and sale contemplated herein and to obtain the issuance of the title insurance policy insuring the fee simple title to the Property as of the date of the Closing. All of the foregoing documents shall be in form and content

reasonably satisfactory to Sellers and Purchasers.

(C) Title. Sellers agree to convey to Purchasers, good and marketable fee simple title to the Real Property at Closing by special warranty deed, subject only to the Permitted Exceptions. Purchaser may obtain, at Purchaser's sole option and at its sole cost and expense: (i) a Commitment for Title Insurance (the "Title Commitment") for issuance of a ALTA owner's title insurance policy (the "Title Policy") by the title company or agent of Purchaser's choice (the "Title Insurer") offering to insure fee simple title to the Real Property for the benefit of Purchaser subject to the requirements and exceptions to coverage described therein, and at its standard rates; (ii) a copy of all instruments creating title exceptions described in the Title Commitment (the "Exception Documents"), with a duplicate set of the Exception Documents to be provided to the Seller at its expense; and (iii) a copy of a survey of the Property prepared by a Maryland licensed surveyor (the "Survey") and certified true and correct to the Purchasers, the Purchasers' lender, if any, and the Title Insurer. Purchasers shall have until thirty (30) days after the Effective Date of this Agreement, to provide the Sellers with a letter setting forth all of the Purchasers' objections, if any (the "Title Objections") to the Sellers' title to the Real Property and Sellers shall have seven (7) days after receipt of such letter to cure the defects in title objected to by Purchasers. If Sellers are unwilling or unable to cure any such defect within such seven (7) day period, Purchasers will have the option to waive such defect or to terminate this Agreement by written notice to the Sellers delivered by the Purchasers and obtain a refund of the Deposit. The title exceptions identified in the Exception Document and/or Survey which are either: (a) not identified by the Purchasers as Title Objections; or (b) identified as Title Objections, but subsequently cured by the Sellers or waived by the Purchasers as provided above, are hereafter collectively referred to as the "Permitted Exceptions." The Sellers covenant that Sellers will not voluntarily create or cause or permit a lien or encumbrance to attach to the Property between the date of this Agreement and Closing. Any lien or encumbrance so attaching, as well as any lien or encumbrance which is a mortgage, deed of trust, judgment lien or similar lien against the Property created or suffered to exist by the Seller or as a result of the actions or omissions of the Sellers and which can be discharged by the payment of money, shall be discharged by the Sellers or bonded against in a manner acceptable to the Purchasers' lender, if any, and the Title Insurer at or prior to Closing.

4. Inspections, Access to Property, Study Period.

(A) From the Effective Date of this Agreement until Closing, Purchasers shall have the right (during business hours and after providing the Seller reasonable notice) to access and study the Property for the purpose of performing inspections and studies, including but not limited to, engineering tests, soil borings, septic and water systems test; environmental conditions evaluations, financial investigations, physical inspections, and such other tests, investigations and/or studies as Purchasers deem, in Purchasers' sole discretion. Purchasers reserve the right to initiate and/or review all aspects of the Property, including but not limited to, existing utility services, tests for the presence of hazardous waste, debris or toxic chemicals, and existing improvements and their operation. The costs and expenses of all studies, tests and inspections shall be borne solely by Purchasers.

(B) Purchaser agrees to indemnify, protect, defend and hold harmless the Seller, and the against any losses, damages, claims, causes of action, judgments, that Seller suffers or incurs as a result of, or in connection with, Purchaser's related to inspection of the Property.

5. Condition of Property; Operation of Property.

(A) Until the date of Closing, Seller expressly warrants and represents that Sellers will (i) keep and maintain the Property in substantially the same condition which exists as of Effective Date and refrain from taking any action which may materially alter the condition of the Property or materially alter the Property existing as of the Effective Date of this Agreement; (ii) not commit or knowingly permit to be committed any waste with respect to the Property; (iii) not enter into any agreement or allow any action which would constitute an encumbrance on the Property or which would bind Purchasers or the Property after the Closing Date, without the

prior written consent of Purchasers; (iv) continue the insurance currently carried by Sellers, on the Property; and (v) continue to pay when due all applicable mortgage, fees and cost to its current lender.

(B) Unless otherwise provided between the date of this Agreement and Closing, Sellers shall not permit occupancy of, or enter into any lease for, any part of the Property which is presently vacant or which may become vacant without first obtaining the written consent of Purchasers.

6. Risk of Loss, Condemnation. Risk of loss or damage from fire or other casualty not related to or arising out of actions of Purchasers is assumed by Sellers until Closing. In the event any portion of the Property is condemned by any governmental authority under its power of eminent domain, or is the subject of any notice of condemnation, (a) Purchasers may elect to terminate this Agreement, in which event the Deposit and all interest accrued, if any, thereon shall be returned to Purchasers and the parties shall have no further liability to each other hereunder, or (b) Purchasers may elect to complete Closing hereunder, in which event Sellers shall assign to Purchasers at Closing all of Seller's rights, title and interest in and to any condemnation awards, whether pending or already paid.

7. Warranties and Representations.

(A) Sellers hereby warrant and represent to the Purchasers, (A)(i) through (ix), and that such warranties and representations shall survive Closing:

(i) Sellers own the Property in fee simple, free of all liens, claims or encumbrances, leases, tenancies, licenses or other rights of occupancy or use for any portion of the Property, other than those liens and encumbrances which will be terminated at Closing and those tenancies disclosed herein. Sellers possess the requisite authority to enter into and perform this Agreement and has the absolute right to sell, assign and transfer the Property pursuant to this Agreement.

(ii) This Agreement has been duly executed by Sellers and constitutes a valid and binding obligation of Sellers enforceable against Sellers in accordance with its terms. Sellers have full capacity, right, power and authority to execute, deliver and perform this Agreement and all documents to be executed by Sellers pursuant hereto, and all required action and approvals therefore have been fully taken and obtained.

(iii) No option, right of first refusal or other contractual opportunity to purchase the Property, which may be enforceable against the Property, Sellers or Purchasers, has been granted to or executed with a third party so as to give such third party a right to purchase and/or acquire an interest in the Property. Sellers are not a party to any contracts relating to the Property that are not terminable at will.

(iv) There are no mechanics' or materialmen's liens encumbering the Property and there are no commitments for work or services and no unpaid charges for labor or materials, which, if not paid could form the basis of any mechanics' or materialmen's liens encumbering the Property.

(v) No hazardous wastes or substances are located on, under or about the Property. The Sellers have no knowledge of any litigation, claim, proceeding, or investigation pending, or threatened, related to hazardous substances on or about adjoining lands. "**Hazardous wastes**" and "**hazardous substances**" include: (i) any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976, as amended from time to time, and regulations promulgated thereunder; (ii) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended from time to time, and regulations promulgated thereunder; (iii) any "oil, petroleum products, and their by-products" as defined by the Maryland Code, as amended from time to time; (iv) any asbestos; (v) any "hazardous substances" as defined by the Maryland Code, as amended from time to time, and regulations promulgated thereunder; and (vi) any substance the presence of which on the Property is prohibited by any law similar to those set forth in this Section.

(vi) There is not pending now, nor to Seller's best knowledge has there been threatened before, any actions, suits or proceedings, at law or in equity, affecting the Seller or the Property by any federal or state court, commission, regulatory body, administrative agency, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign. No bankruptcy or similar action, whether voluntary or involuntary, is pending or is threatened against Sellers and Sellers have no intention of filing or commencing any such action from the Effective Date of this Agreement through the ninety (90) days succeeding the date of Closing.

(vii) Seller has not received a written notice in the five (5) years preceding the Effective Date of this Agreement wherein Sellers have been advised of any violation of any building, zoning, subdivision, health, fire, environmental or other law, ordinance, resolution, statute or regulation of any government, or governmental agencies and whereupon such violation remains outstanding or uncured.

(viii) Seller has not, and to the best of Seller's knowledge and belief no predecessor in title to Sellers has, executed or caused to be executed, any contract or other document restricting the development, use or occupancy of the Property which would not reasonably be anticipated to appear on a title report.

(ix) Seller will not take or cause to be taken any action, or fail to perform any obligation, which would cause any of the foregoing representations or warranties to be untrue as of closing. The Seller shall promptly (but in no event later than closing) notify the Purchaser in writing of any event or condition known to the Seller which occurs prior to closing hereunder which causes a material change in the facts relating to, or the truth of, any of the foregoing representations or warranties.

(B) Purchasers hereby warrant and represent to Seller as follows:

(i) Purchasers have the full right, power and authority to enter into this Agreement and complete this transaction.

(ii) This Agreement has been duly executed by Purchasers and constitutes a valid and binding obligation of Purchasers enforceable against Purchasers in accordance with its terms.

8. Brokerage Commission. Purchasers and Sellers each warrant, represent, agree and acknowledge that no real estate brokers or other intermediaries were involved in the connection with the transactions, warranties, terms and conditions as provided in this Agreement. The parties agree to defend and hold harmless each other from and against any claims, causes of action, demands or damages related to any real estate agent or brokerage related to this Contract of Sale.

9. Taxes, Expenses.

(A) Any ad valorem real property taxes on the Property, special assessments and utility charges will be prorated as of the date of Closing with the Sellers paying all taxes, special assessments and utility charges up to and including the date of Closing. If actual tax bills for the calendar year of Closing are not available, said taxes will be prorated based on tax bills for the previous calendar year and the parties agree to cause a re-proration of said taxes upon the receipt of tax bills for the calendar year of Closing.

(B) **Purchaser will pay for the cost of its inspection of the Property and any survey of the property if so desired by Purchaser. Purchaser shall pay the costs of the Purchaser's title examination, preparation of the Title Commitment, the title insurance premium with respect to any owner's policy and**

lender's policy of title insurance obtained by Purchasers and all other settlement costs attributable to Purchaser, including title examination, preparation of title commitment, title insurance premium, or any other expense or cost of Purchasers, to the extent permitted by Purchaser's lender, if any. Purchaser shall pay all costs associated with the boundary line adjustment, application, closing and settlement on the transfer.

(C) Stamps, Recordation, and Transfer Taxes. The following notice is provided pursuant to Section 14-104 of the Real Property Article of the Annotated Code of Maryland: *Unless otherwise negotiated in the Agreement or provided by local law, the cost of any recordation tax or any state or local transfer tax shall be shared equally between the Purchaser and Seller.* **The parties agree that the recordation fees and all state and local transfer taxes imposed in connection with the recordation of the deed delivered at Closing shall be paid entirely by Purchaser.**

(D) Except as otherwise provided herein each party will pay its respective costs and expenses of legal representation.

10. Default and Remedies.

(A) If Seller shall fail or refuse to close on the transaction contemplated herein, and Purchasers are ready, willing and able to perform, or if Sellers materially breach this Agreement or otherwise default as to the performance of Sellers' obligations hereunder, and such breach or default shall continue uncured for a period of ten (10) days after Sellers' receipt of written notice from Purchasers specifying the nature of the breach or default (hereinafter "**Seller's Default**"), then in any such event of Seller's Default, Purchasers shall have the right to: (a) terminate this Agreement and receive a return of its Deposit and all interest accrued thereon, if any; (b) seek and obtain equitable relief to enforce this Agreement through a decree for specific performance of the sale of the Property from Sellers to Purchasers and any other terms or conditions of this Agreement; and/or pursue any and all legal remedies available, including damages.

(B) If Purchasers shall fail or refuse to close on the transaction contemplated herein and Sellers are ready, willing and able to perform, or if Purchasers materially breaches this Agreement or defaults on any other provision of this Agreement, and such breach or default shall continue uncured for a period of ten (10) days after Purchasers receive written notice from Sellers specifying the nature of the breach or default, (hereinafter "**Purchaser's Default**") then the Deposit and any interest accrued thereon shall be paid to Sellers as complete and liquidated damages, and as Sellers' sole remedy. In the event of Purchaser's Default, this Agreement shall terminate and Purchasers and Sellers shall be relieved of further liability hereunder or thereunder, at law or in equity, and this Agreement shall automatically become null and void after the Deposit has been remitted to Sellers. Sellers expressly waive all rights of action against Purchasers, at law or in equity, for any Purchaser's Default and shall not pursue Purchasers, in any form or manner, for damages or for specific performance arising out of this Agreement or Purchaser's Default, unless such action is solely for the receipt of the Deposit.

(C) In any action or proceeding between the parties, related to the performance or non-performance of any of the terms or provision to this Agreement, the prevailing party shall be entitled to receive reasonable attorney's fees and costs (including any expert's fees) as determined by the court.

11. No Waiver. No action or failure to act by any party hereto will constitute a waiver of any right or duty afforded to such party under this Agreement, nor will any such action or failure to act constitute an approval of or acquiescence in any breach of this Agreement except as may be specifically agreed in writing.

12. Governing Law. This Agreement shall be governed by the laws of the State of Maryland.

13. Notice. All notices and other communications hereunder shall be in writing and shall be deemed

to have been duly given: (i) upon receipt, if delivered by hand, or (ii) two (2) business days after mailing, if mailed, postage prepaid, by certified mail, return receipt requested, or (iii) upon the earlier of the business day following sending or actual delivery if sent by Federal Express or other nationally recognized overnight courier service or Express Mail.

14. Entire Agreement. This Agreement contains the entire agreement among the parties hereto with respect to the subject matter hereof and cannot be amended or supplemented except by further written agreement signed by the parties.

15. Captions. The captions in this Agreement are for convenience and reference only and are not part of the substance hereof.

16. Severability. In the event that any one or more of the provisions, paragraphs, words, clauses, phrases or sentences contained in this Agreement, or the application thereof in any circumstance is held invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such provision, paragraph, word, clause, phrase or sentence in every other respect and of the remaining provisions, paragraphs, words, clauses, phrases or sentences of this Agreement, will not be in any way impaired, it being the intention of the parties that this Agreement will be enforceable to the fullest extent permitted by law.

17. Duplicate Originals. This Agreement shall be executed in duplicate originals, both of which will be construed as original documents.

18. Binding Effect. This Agreement will bind the parties hereto and their respective heirs, legal representatives, successors and assigns, it being expressly agreed that the Purchaser may assign this Agreement.

19. Time of Essence. **TIME IS OF THE ESSENCE** as to all terms of this Agreement.

20. Saturdays, Sundays, Holidays. If the final date of any time period of limitation set out in any provision of this Agreement falls on a Saturday, Sunday or a legal holiday under the laws of the state in which the Property is situated, then the time of such period shall be extended to the next day which is not a Saturday, Sunday or legal holiday.

21. Incorporation of Exhibits. All exhibits referred to herein are hereby incorporated in this Agreement by this reference.

22. Counterparts. This Agreement may be executed in counterparts, all of which shall constitute one agreement which shall be binding on all of the parties, notwithstanding that all of the parties are not signatory to the original or the same counterpart.

23. Confidentiality. The parties hereby agree that the terms of this Agreement shall be kept confidential, and that they will not disclose any of the terms of this Agreement to any other party, other than the parties' agents associated with completing the settlement, at any time prior to Closing, however, the parties acknowledge that the Seller is a governmental body in the State of Maryland and as such, this Agreement is subject to the Maryland Public Information Act.

24. Combined Drafting. This Agreement represents the results of bargaining and negotiations between the parties and of a combined drafting effort. Consequently, Seller and Purchaser expressly waive and disclaim, in connection with the interpretation of this Agreement, any rule of law requiring that ambiguous or conflicting terms be construed against the party whose attorney prepared this Agreement, or any earlier draft of this Agreement.

25. Gender. As used herein, the singular shall include the plural, the plural the singular, and the use of

any gender shall be applicable to all genders.

26. Effective Date. The Agreement shall be effective on the date on which it has been fully executed by both the Sellers and Purchasers.

IN WITNESS WHEREOF, this Agreement has been duly executed, sealed and delivered by the parties hereto the day and year first above written.

WITNESS/ATTEST:

SELLER:

Sami Watson

P. Thomas Mason (SEAL)
The County Commissioners of Kent County, Maryland
By: P. Thomas Mason
Title: President
Date: March 9, 2021

WITNESS/ATTEST:

PURCHASERS:

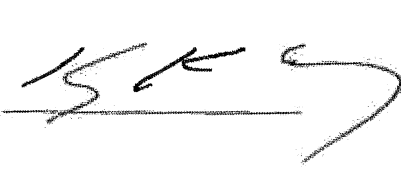
_____(SEAL)
William R. Ashmore
Date: _____

_____(SEAL)
Valerie L. Ashmore
Date: _____

Date: _____

WITNESS/ATTEST:

PURCHASERS:

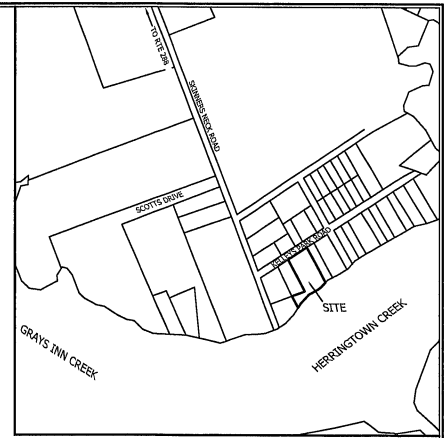


(SEAL)
William E. Ashmore
Date: 3/3/2021



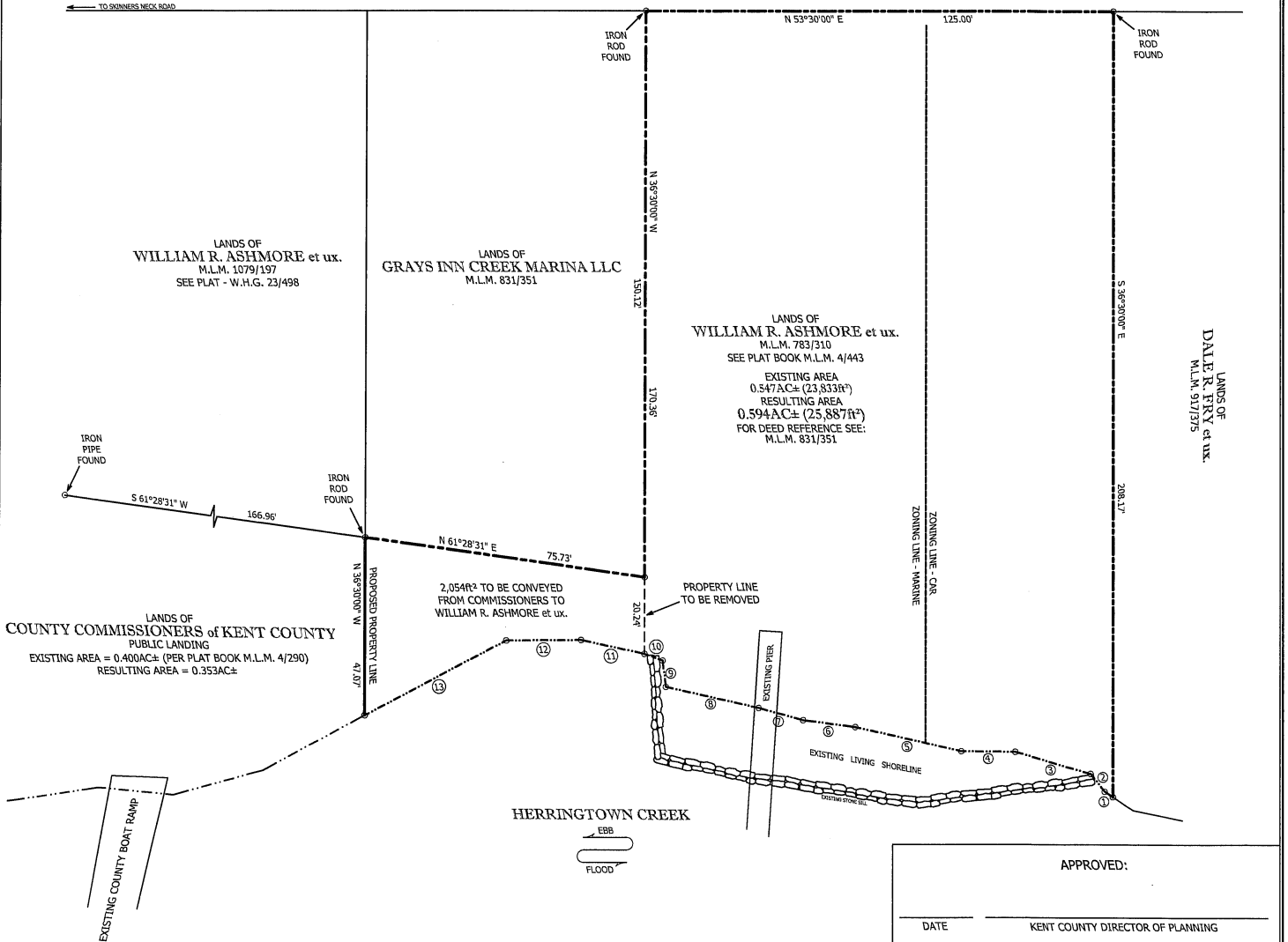
(SEAL)
Valerie L. Ashmore
Date: 3/3/2021

EXHIBIT
Flat
Page 9 of 9



KELLEYS PARK ROAD 40' WIDE

VICINITY MAP



PROPERTY ADDRESS: 21979 KELLEYS PARK ROAD
ROCK HALL, MD 21661

CURRENT ZONING DESIGNATION - MARINE

THIS LOT LINE ADJUSTMENT WAS EITHER PREPARED BY A
LICENSED LAND SURVEYOR OR A LICENSED LAND SURVEYOR
WAS IN RESPONSIBLE CHARGE OVER ITS PREPARATION AND
THE SURVEYING WORK REFLECTED IN IT, ALL IN COMPLIANCE
WITH REQUIREMENTS SET FORTH IN COMAR 09.13.06.12.



COURSES & DISTANCES ALONG
APPROXIMATE MEAN HIGH WATER LINE

LINE	BEARING	DISTANCE
1	S 86°33'00" W	2.65'
2	N 75°21'48" W	6.00'
3	S 69°36'21" W	20.84'
4	S 54°16'03" W	14.34'
5	S 66°04'53" W	29.12'
6	S 61°01'34" W	13.94'
7	S 68°43'52" W	12.36'
8	S 66°07'30" W	25.38'
9	N 43°57'58" W	7.04'
10	S 73°46'16" W	5.15'
11	S 65°33'32" W	17.33'
12	S 53°06'10" W	20.09'
13	S 25°36'44" W	42.81'

APPROVED:

DATE KENT COUNTY DIRECTOR OF PLANNING

APPROVED:

DATE KENT COUNTY WATER & WASTE WATER

APPROVED:

DATE KENT COUNTY HEALTH DEPT. APPROVING AUTHORITY

LOT LINE ADJUSTMENT

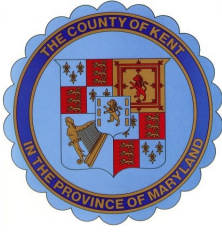
BETWEEN THE LANDS OF,

**WILLIAM R. ASHMORE et ux. &
COUNTY COMMISSIONERS of KENT COUNTY**

FIFTH ELECTION DISTRICT, KENT COUNTY, MARYLAND
TAX MAP 55, PARCEL 190 & SKINNERS NECK PUBLIC LANDING

SCALE
1"=20'
DRAWN BY
RAN
DATE
1-28-21
JOB NO.
441a
REVISIONS

EXTREME
MEASURES
LAND SURVEYORS
Chestertown, MD 21620 PHONE 410-778-0147
www.extrememeasuresllc.com



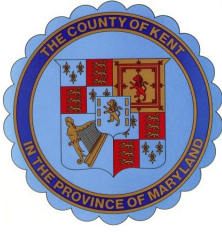
Citizen Concern
3/9/2021
County Commissioners Meeting

Item Summary:

Kent County Public Library

ATTACHMENTS:

Description



**Richard Keaveney, Executive Director, The Animal Care Shelter for
Kent County
3/9/2021
County Commissioners Meeting**

Item Summary:

Letters of Support

ATTACHMENTS:

Description

03.09.21 Letter of Support, Nathaniel Boan, Program Coordinator, Maryland Department of Agriculture, Feral Cat Grant Program, Human Society Feral Cat Project

03.09.21 Letter of Support, Nathaniel Boan, Program Coordinator, Maryland Department of Agriculture, Spay and Neuter Grants Program, Humane Society Pet-Focused Spay and Neuter Project

The County Commissioners of Kent County

P. THOMAS MASON
PRESIDENT
CHESTERTOWN, MD

RONALD H. FITHIAN
MEMBER
ROCK HALL, MD

ROBERT N. JACOB, JR.
MEMBER
WORTON, MD

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

SHELLEY L. HELLER
COUNTY ADMINISTRATOR

THOMAS N. YEAGER
COUNTY ATTORNEY

March 9, 2021

Nathanial Boan, Program Coordinator
Maryland Department of Agriculture
50 Harry S. Truman Parkway
Annapolis, MD 21401

RE: Letter of Support – Feral Cat Project

Dear Mr. Boan:

The Commissioners of Kent County are pleased to endorse the Feral Cat-Focused Spay and Neuter Project for The Animal Care Shelter for Kent County to continue their efforts in reducing the feral and community cat population using trap, neuter, release (TNR) efforts. It is important that free roaming animals in Kent County are spayed/neutered and receive a rabies vaccination. The County supports the efforts of The Animal Care Shelter for Kent County in reducing the number of unwanted animals in our community and appreciates that the Department of Agriculture is willing to provide funds to assist with accomplishing this goal.

We thank the Maryland Department of Agriculture for its consideration of this much needed project and look forward to supporting The Animal Care Shelter for Kent County in its implementation.

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

P. Thomas Mason

P. Thomas Mason, President

Ronnie Fithian

Ronald H. Fithian, Member

Robert N. Jacob, Jr.

Robert N. Jacob, Jr., Member

cc: Richard Keaveney, Executive Director, The Animal Care Shelter for Kent County



The County Commissioners of Kent County

P. THOMAS MASON
PRESIDENT
CHESTERTOWN, MD

RONALD H. FITHIAN
MEMBER
ROCK HALL, MD

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400 High Street
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E-MAIL kentcounty@kentgov.org
www.kentcounty.com

SHELLEY L. HELLER
COUNTY ADMINISTRATOR

THOMAS N. YEAGER
COUNTY ATTORNEY

March 9, 2021

Nathaniel Boan, Program Coordinator
Maryland Department of Agriculture
50 Harry S. Truman Parkway
Annapolis, MD 21401

RE: Letter of Support - Pet-Focused Spay and Neuter Project

Dear Mr. Boan:

The Commissioners of Kent County are pleased to endorse the Pet-Focused Spay and Neuter Project for The Animal Care Shelter for Kent County to continue its efforts in reducing the dog and cat population in Kent County by aiding low-income residents for spay/neuter surgeries. The County supports the efforts of The Animal Care Shelter for Kent County in reducing the number of unwanted animals in our community and appreciates the Department of Agriculture's willingness to provide funds to assist with accomplishing this goal.

We thank the Maryland Department of Agriculture for its consideration of this much needed project and look forward to supporting The Animal Care Shelter for Kent County in its implementation.

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



P. Thomas Mason, President



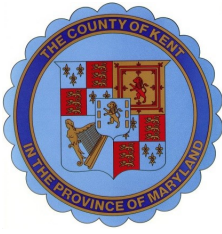
Ronald H. Fithian, Member



Robert N. Jacob, Jr., Member

cc: Richard Keaveney, Executive Director, The Animal Care Shelter for Kent County





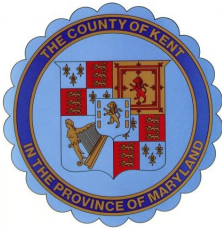
Shore United Bank
3/9/2021
County Commissioners Meeting

Item Summary:

Investment Accounts

ATTACHMENTS:

Description



Procedures for Public Comment 3/9/2021 County Commissioners Meeting

ATTACHMENTS:

Description

Procedures for Public Comment

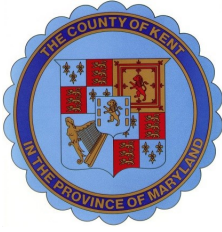
BOARD OF COUNTY COMMISSIONERS OF KENT COUNTY PROCEDURES FOR PUBLIC COMMENT

In response to the State of Emergency due to COVID-19, and in lieu of public appearance, the meeting is being held virtually, via teleconference and viewable on the County website at www.kentcounty.com/government.

It is our desire that everyone who wishes to comment be given a fair and uninterrupted opportunity to express their views to the County Commissioners during this public comment period.

- Comments will be limited to three (3) minutes in length.
- Comments longer than three (3) minutes will be required to be submitted in writing.
- The Board President will open the meeting to Public Comments, citizens are asked to state their name, address, and the topic of interest. Citizens are to ask that all views be expressed in a respectful and civil manner. The Board respects your desire and right to convey your message freely. We ask as a courtesy to the Board and our citizens that you respect the Commissioners' request to refrain from naming citizens and name calling when offering any critique.

The County staff will acknowledge each caller, in the order they called in, announce the last 4 digits of the phone number that was used to call in, and will ask the caller to unmute their phone allowing them to comment.



Contingency and Use of Fund Balance Report 3/9/2021 County Commissioners Meeting

ATTACHMENTS:

Description

2-23-2021 Commissioner Report Contingency

**FY21 CONTINGENCY & USE OF FUND BALANCE
AS OF COMMISSIONERS MEETING MINUTES DATED
February 23, 2021**

CONTINGENCY			
DATE APPROVED	DEPARTMENT	AMOUNT APPROVED	DESCRIPTION
9/29/20	Capital Projects	\$ 17,750	Quaker Neck Public Landing Pier and Mooring
10/6/20	Planning and Zoning	15,000	Task Force Support - Comprehensive Rezoning Update
10/20/20	Commissioners Office	30,000	Workstations and items to complete security configuration
10/27/20	Environmental Operations	16,600	Accrued penalties for effluent violations at Nicholson Landfill
11/17/20	Detention Center	4,000	Control Panel System
12/8/20	Capital Projects	65,900	Tuner's Creek Bulkhead & Boat Ramp Replacement
1/26/21	Water/Wastewater Services	85,000	Repairs & Maintenance Services Worton Lagoon
TOTAL		<u>\$ 234,250</u>	
BEGINNING CONTINGENCY BUDGET		\$ 800,000	
ENDING CONTINGENCY BALANCE		<u>\$ 565,750</u>	
USE OF FUND BALANCE			
DATE APPROVED	DEPARTMENT	AMOUNT APPROVED	DESCRIPTION
09/08/2020	Alcoholic Beverage Inspector	\$ 11,732	Full-time equivalent hours increased from .50 to .70
09/29/2020	The Health Department	\$ 59,611	COLA Increase from prior years
12/08/2020	Commissioner's Office	\$ 1,380	Maintenance on Hearing Room audio/visual equip
TOTAL		<u>\$ 72,723</u>	
USE OF FUND BALANCE			
Note: If expenses are not reduced or offset by the same amount of fund balance used, this will result in a decrease in fund balance below our 7.5% target.			