

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

February 28, 2023

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

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

Consent Items

#1 - Regular Session Minutes, February 14, 2023

#2 - Liquor Minutes, February 14, 2023

#3 - Closed Session Minutes, February 14, 2023

#4 - The Chestertown Garden Club, Raffle Only, May 5, 2023

Special Class C Licenses

Kent Conservation and Preservation Alliance, Beer and Wine Only, March 31, 2023

Kent Conservation and Preservation Alliance

Kent County Chamber of Commerce, Beer and Wine Only, April 15, 2023

Kent County Chamber of Commerce

Proclamation

Shannon Hannawald, Endo Warriors of the Eastern Shore

Endometriosis Awareness Month Proclamation

Recognition

Joyce T. Dalto, Human Services Assistant Director, Kent County Department of Social Services

Certificate of Recognition

Appointments

Shelly Neal-Edwards, Director, Department of Social Services

Legal Services

Ronnie Edelman, Secretary, Kent Attainable Housing, Inc.

Kent Attainable Housing, Inc.

Greenwill Consulting Group: Ivan Lanier, Jonathon Carpenter, Jacob Moore, Lesly Feliz

Introduction and Discussion

Departmental Appointments

Scott Boone, Director, Information Technology

Verizon Wireless GSA Contract Renewal

Scott Boone, Director, Information Technology

Request to Approve Memorandum of Understanding

Patricia Merritt, Chief Finance Officer, Office of Finance
Fiscal Year 2023 - 6 Month Financial Statements
Patricia Merritt, Chief Finance Officer, Office of Finance
Contingency Request

Human Resources Director

Patricia Merritt, Acting Director, Human Resource Department
Economic and Tourism Development, Administrative Specialist I Vacancy
Patricia Merritt, Acting Director, Human Resource Department
Economic and Tourism Development, Part Time Social Media Specialist
Patricia Merritt, Acting Director, Human Resource Department
Emergency Services, Anticipated Director Vacancy
Patricia Merritt, Acting Director, Human Resource Department
Parks and Recreation, Deputy Director Vacancy

County Administrator

House Bill 0799 / Senate Bill 0912 Education
Letter of Support Discussion
Legislative Discussion
Kent County Representation
Ratified Agreement
Consultant Services Agreement and Request for Contingency Funds
Jillyn Coleman, Director, Parks and Recreation
Parks and Recreation Advisory Board
Shelley Heller, County Administrator
Response Letter

County Administrator Report

Meeting Announcements
Adjusted Meeting Schedule
Work Session Announcement
March 14, 2023 at 1:00 p.m.

Public Comment/Media Review

Procedures For Public Comment

American Rescue Plan Act Funds

American Rescue Plan Act (ARPA) Funds Spend Plan

Contingency Fund

Contingency and Use of Fund Balance Report

Closed Session

Shelley Heller, County Administrator

Personnel

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

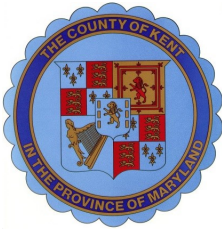
(Meetings are conducted in Open Session unless otherwise indicated. All or part of County Commissioners' meetings can be held in closed session under the authority of the MD Open Meetings Law by vote of the Commissioners. Breaks are at the call of the President. Please note that times listed for specific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



**#1 - Regular Session Minutes, February 14, 2023
2/28/2023
County Commissioners Meeting**

ATTACHMENTS:

Description



**#2 - Liquor Minutes, February 14, 2023
2/28/2023
County Commissioners Meeting**

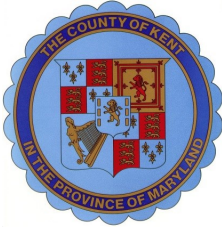
ATTACHMENTS:
Description



**#3 - Closed Session Minutes, February 14, 2023
2/28/2023
County Commissioners Meeting**

ATTACHMENTS:

Description



**#4 - The Chestertown Garden Club, Raffle Only, May 5, 2023
2/28/2023
County Commissioners Meeting**

ATTACHMENTS:

Description

02.28.23 The Chestertown Garden Club Raffle Permit

The County Commissioners of Kent County

RONALD H. FITHIAN
PRESIDENT
ROCH HALL, MD

ALBERT H. NICKERSON
MEMBER
WORTON, MD

JOHN F. PRICE
MEMBER
CHESTERTOWN, 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

MULTIPLE GAMING DEVICE AND RAFFLE PERMIT

PERMIT NO. 2-2023

Name of Organization: THE CHESTERTOWN GARDEN CLUB
P.O. Box 415
CHESTERTOWN, MD 21620

Responsible Person: Nancy Bennington
315 S. Queen Street
Chestertown, MD 21620

Approved by the Board of County Commissioners: February 28, 2023
Activity Permitted:

- | | | |
|-----|--|-------------------------------------|
| (1) | Multiple Gaming Device | ☐ |
| (2) | Combination Multiple Gaming Device/Raffle | ☐ |
| (3) | Raffle Only | ☒ |
| (4) | "50/50" UP TO \$100 per regular business meeting | ☐ |

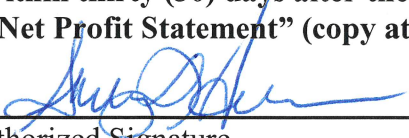
Location of Activity: Memorial Plaza, Chestertown, MD

Date & Time of Activity: May 5, 2023 1:00 p.m.

COMMENTS/CONDITIONS:

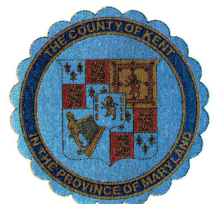
Dates of fundraising – 3/7/2023, 4/4/2023, and 05/05/2023. Raffle tickets to be sold at Member Meetings/Chester River Yacht and Country Club and Memorial Plaza

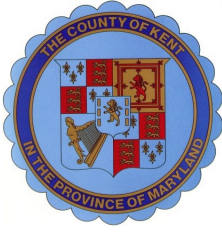
***Within thirty (30) days after the permitted activity, the organization must submit a "Net Profit Statement" (copy attached) to the County Commissioners' Office.**


Authorized Signature

County Administrator
Title

February 28, 2023
Date





**Kent Conservation and Preservation Alliance, Beer and Wine Only,
March 31, 2023
2/28/2023
County Commissioners Meeting**

Item Summary:

Kent Conservation and Preservation Alliance

ATTACHMENTS:

Description

Kent Conservation and Preservation Alliance, Beer and Wine Only, Application

#4863

APPLICATION FOR A SPECIAL CLASS "C" (PER DIEM) LICENSE

Application is made by the undersigned under the provisions of Sections 4-1202, 4-1208, 4-1209, 24-503, 24-1301, 24-1307 and 24-1308 of the Alcoholic Beverages Article, for a Special Class C (Per Diem) License.

Check One: Beer () Beer and Wine (X) Beer, Wine, and Liquor ()

We submit and certify to the following information and statements as required.

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

KENT CONSERVATION & PRESERVATION ALLIANCE

Address 503 WASHINGTON AVE. #256 CHESTERTOWN MD. 21620

Type of Function FUNDRAISER / DOCUMENTARY SCREENING

Location of Function 211 HIGH STREET CHESTERTOWN, MD 21620

2. This function is operated exclusively for a religious, fraternal, civic, veterans', or charitable organization, association, club, or society; or hospital supporting organization.

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

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

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

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

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

8. The license for which this application is made is to be for the following day(s) MARCH 31, 2023
Begin at: 5 PM End at: 9 PM and the applicant tenders herewith the sum of (\$15.00 Per Diem) (\$15.00) in payment for the license.

Please Select One:

(X) Pick Up Janet Lewis - 267-357-0466
() Mail Permit (will be mailed to above address)

9. Applicants

(1) JANET. CHRISTENSEN-LEWIS 3047 RIVER ROAD, MILLINGTON MD
 Name 20 Chair 2673570466 Janet Christensen-Lewis
 Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 21st day of February, 2023, before the subscriber, a Notary of the State of Maryland, personally appeared Janet Christensen-Lewis the applicant(s) named in the foregoing application and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

Eva W. Hickman
 Notary Public
 Kent County, MD
 NOTARY EXPIRES: 5/14/24 (SEAL)

(2) Patricia A. Langenfelder 11974 Blacks Station Rd Kennedyville 21645
 Name 34 yrs. V.P. 410-708-2348 Patricia A. Langenfelder
 Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 21st day of February, 2023, before the subscriber, a Notary of the State of Maryland, personally appeared Patricia A. Langenfelder the applicant(s) named in the foregoing application and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

Eva W. Hickman
 Notary Public
 Kent County, MD
 NOTARY EXPIRES: 5/14/24 (SEAL)

(3) FRANK R. Lewis 30475 River Rd MILLINGTON, MD 21651
 Name 20 yrs. Secretary 215-870-0422 Frank R. Lewis
 Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 21st day of February, 2023, before the subscriber, a Notary of the State of Maryland, personally appeared Frank R. Lewis the applicant(s) named in the foregoing application and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

Eva W. Hickman
 Notary Public
 Kent County, MD
 NOTARY EXPIRES: 5/14/24 (SEAL)

**STATEMENT OF OWNER OF PREMISES REQUIRED IN CONNECTION WITH
ALCOHOLIC BEVERAGES LAWS OF MARYLAND**

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

Jesse G. Parks Signature (s)
KRM Development Corp.

JESSE PARKS Print Name

STATE OF MARYLAND, Kent County:

THIS CERTIFIES, that on the 21st (twenty-first) day of February, 2023, before the subscriber, a Notary of the State of Maryland, personally appeared Jesse G. Parks,
President, KRM Development Corporation and acknowledged the execution of the foregoing statement to be a true act.

WITNESS my hand and official seal.

Victoria E. Luff

(SEAL)



(SEAL)

The Board of License 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 410-778-7435

www.kentcounty.com/alcoholic-beverage

SHELLEY L. HELLER
COUNTY ADMINISTRATOR

THOMAS N. YEAGER
COUNTY ATTORNEY

BONNIE PEARSALL
INSPECTOR

SPECIAL CLASS "C" (PER DIEM) LICENSE AFFIDAVIT

In applying for this Special Class "C" (Per Diem) License it is important that you realize the responsibility that goes with the issuance of the license. All persons or groups using this license as authorized under Sections 4-1202, 4-1208, 4-1209, 24-503, 24-1301, 24-1307, and 24-1308 of the Alcoholic Beverages Article of the Annotated Code of Maryland are covered by all the laws regarding the sale and consumption of alcoholic beverages. Special care should be taken to be sure the following edicts are adhered to:

1. All persons must be 21 years of age or older to sell, purchase, or consume an alcoholic beverage.
2. All sales and the consumption of alcohol must stop promptly at 2:00 a.m.
3. No intoxicated person shall be served any alcoholic beverages.
4. No unnecessary noise or disturbance that could be a nuisance to the community shall occur.
5. The person(s) responsible for the function must see that order and decorum are kept at all times.
6. The application must be completed by three committee members; one member must be a Kent County resident.
7. License must be prominently displayed at the location where alcohol is being served. Failure to comply with the laws of the State of Maryland may make the responsible person(s) subject to a fine.

This license may be issued to a religious, fraternal, civic, veterans', or charitable organization, association, club, or society; or hospital supporting organization. This license shall not be transferred or reassigned.

Cost of a Special Class "C" Per Diem License: **Beer \$5.00, Beer and Wine \$15.00, and Beer, Wine, and Liquor \$25.00.** Make checks payable to: **The County Commissioners of Kent County**, along with the completed application.

Name of organization, club, etc.

KENT CONSERVATION & PRESERVATION Alliance

Address

503 WASHINGTON AVE CHESTERTOWN MD

Name

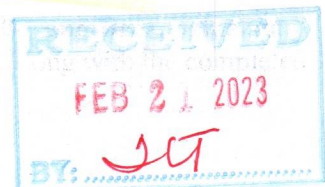
JANET CHRISTENSEN-LEWIS Phone # 267 357 0466

(Please Print)

(Signature)

Date

2/21/2023





**Kent County Chamber of Commerce, Beer and Wine Only, April 15,
2023**

2/28/2023

County Commissioners Meeting

Item Summary:

Kent County Chamber of Commerce

ATTACHMENTS:

Description

02.28.23 Kent County Chamber of Commerce, Beer and Wine Only, April, 15, 2023, Application

APPLICATION FOR A SPECIAL CLASS "C" (PER DIEM) LICENSE

Application is made by the undersigned under the provisions of Sections 4-1202, 4-1208, 4-1209, 24-503, 24-1301, 24-1307 and 24-1308 of the Alcoholic Beverages Article, for a Special Class C (Per Diem) License.

Check One: Beer () Beer and Wine (X) Beer, Wine, and Liquor ()

We submit and certify to the following information and statements as required.

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

Kent County Chamber of Commerce

Address 122 N. Cross Street, Chestertown, MD 21620

Type of Function Beer Fest (Rhythm & Brews)

Location of Function Foot of High Street, Chestertown (from the water to Water St.)

2. This function is operated exclusively for a religious, fraternal, civic, veterans', or charitable organization, association, club, or society; or hospital supporting organization.

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

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

5. Have the applicants ever been adjudged guilty of violating the laws for the prevention of gambling in the State of Maryland and/or adjudged guilty of violating the laws governing the sale of alcoholic beverages in the State of Maryland or the United States? _____

Yes or No No

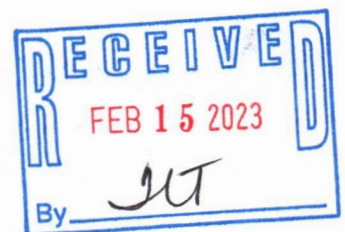
6. The applicants will, if granted a license, conform to all laws and regulations relating to the business with respect to which such license is desired.

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

8. The license for which this application is made is to be for the following day(s) 4/15/23.
Begin at: 11:00am End at: 5:00pm and the applicant tenders herewith the sum of (\$ 15 Per Diem) (\$ _____) in payment for the license.

Please Select One:

(X) Pick Up Sarah King 410-708-2528
() Mail Permit (will be mailed to above address)



9. Applicants

(1) Karyn L Dustin 23150 Old Fairlee Rd Chestertown, MD 21620
Name Residence
2 years Treasurer 410-490-5703 Karyn L Dustin
Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

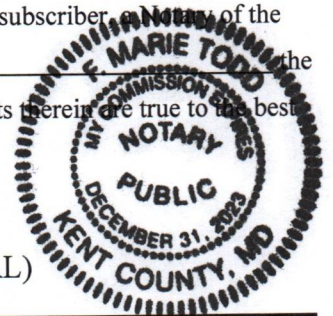
STATE OF MARYLAND

This certifies, that on the 18th day of January, 2023, before the subscriber, a Notary of the State of Maryland, personally appeared Karyn L Dustin the applicant(s) named in the a foregoing application, and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

F Marie Todd

(SEAL)



(2) BARBARA BARRETT FOSTER 17 Byford Ct, Chestertown MD 21620
Name Residence
20 years Not President 410-708-4448 Barbara Barrett Foster
Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 30th day of January, 2023, before the subscriber, a Notary of the State of Maryland, personally appeared Barbara Barrett Foster the applicant(s) named in the a foregoing application, and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

Karyn L Dustin

(SEAL)

my commission expires 1/24/2024

(3) Meghan Livie 10275 Mill Hollow Lane Chestertown MD 21620
Name Residence
42 years President 443-480-1499 [Signature]
Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 7th day of February, 2023, before the subscriber, a Notary of the State of Maryland, personally appeared Meghan Livie the applicant(s) named in the a foregoing application, and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

Karyn L Dustin

(SEAL)

my commission expires 1/24/2024

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

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

W. S. Ingersoll Signature (s)

W. S. INGERSOLL Print Name

STATE OF MARYLAND, Kent:

THIS CERTIFIES, that on the 9th day of February, 2023

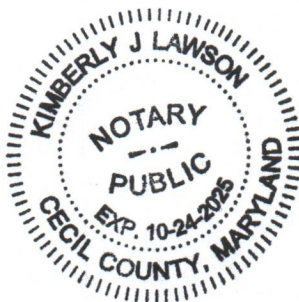
before the subscriber, a Notary of the State of Maryland, personally appeared _____

William Ingersoll and acknowledged the execution of the foregoing statement to be a true act.

WITNESS my hand and official seal.

Kimberly J. Lawson

(SEAL)



The Board of License 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 410-778-7435

www.kentcounty.com/alcoholic-beverage

SHELLEY L. HELLER
COUNTY ADMINISTRATOR

THOMAS N. YEAGER
COUNTY ATTORNEY

J. TERRY OBER
INSPECTOR

SPECIAL CLASS "C" (PER DIEM) LICENSE AFFIDAVIT

In applying for this Special Class "C" (Per Diem) License it is important that you realize the responsibility that goes with the issuance of the license. All persons or groups using this license as authorized under Sections 4-1202, 4-1208, 4-1209, 24-503, 24-1301, 24-1307, and 24-1308 of the Alcoholic Beverages Article of the Annotated Code of Maryland are covered by all the laws regarding the sale and consumption of alcoholic beverages. Special care should be taken to be sure the following edicts are adhered to:

1. All persons must be 21 years of age or older to sell, purchase, to consume an alcoholic beverage.
2. All sales and the consumption of alcohol must stop promptly at 2:00 a.m.
3. No intoxicated person shall be served any alcoholic beverages.
4. No unnecessary noise or disturbance that could be a nuisance to the community shall occur.
5. The person(s) responsible for the function must see that order and decorum are kept at all times.
6. The application must be completed by three committee members; one member must be a Kent County resident.
7. License must be prominently displayed at the location where alcohol is being served. Failure to comply with the laws of the State of Maryland may make the responsible person(s) subject to a fine.

The issuance of this license may be issued to a religious, fraternal, civic, veterans', or charitable organization, association, club, or society; or hospital supporting organization. This license shall not be transferred or reassigned.

Cost of a Special Class "C" Per Diem License: **Beer \$5.00, Beer and Wine \$15.00, and Beer, Wine, and Liquor \$25.00.** Make checks payable to: **The County Commissioners of Kent County**, along with the completed application.

Name of organization, club, etc. Kent County Chamber of Commerce

Address 122 N. Cross Street, Chestertown, MD 21620

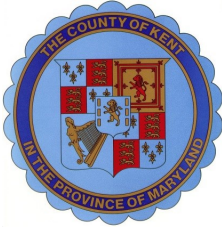
Name Sarah King Phone # 410-708-2528

(Please Print)

[Signature]
(Signature)

Date 11/17/2023





**Shannon Hannawald, Endo Warriors of the Eastern Shore
2/28/2023
County Commissioners Meeting**

Item Summary:

Endometriosis Awareness Month Proclamation

ATTACHMENTS:

Description

02.28.23 Proclamation Endometrious Month March 2023

Kent County, Maryland



Proclamation

ENDOMETRIOSIS AWARENESS MONTH MARCH

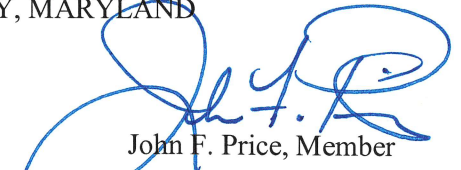
- WHEREAS,** An estimated 200 million women worldwide have been diagnosed with Endometriosis, a disease for which there is no cure and often makes treatments for women problematic; and
- WHEREAS,** The cause of Endometriosis is unknown and helps contribute to the lack of education, understanding, and 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 a better understanding of Endometriosis and the ability to diagnose and treat it; and
- WHEREAS,** Understanding Endometriosis will help guarantee hope for a better future for women and children who continue to battle this disease.

NOW, THEREFORE, We, The County Commissioners of Kent County, Maryland do hereby proclaim March 2023, as "ENDOMETRIOSIS AWARENESS MONTH" in Kent County and recognize and acknowledge the importance of raising awareness of Endometriosis.

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND


Ronald H. Fithian, President


Albert H. Nickerson, Member


John F. Price, Member

February 28, 2023



**Joyce T. Dalto, Human Services Assistant Director, Kent County
Department of Social Services
2/28/2023
County Commissioners Meeting**

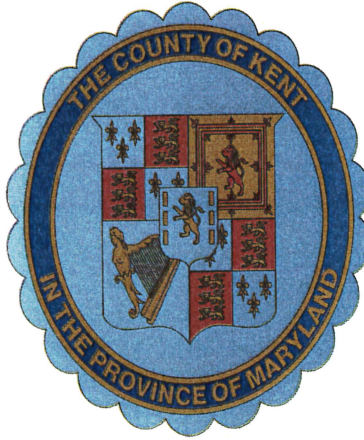
Item Summary:

Certificate of Recognition

ATTACHMENTS:

Description

02.28.23 Joyce T. Dalto, Certificate of Recognition



Certificate of Recognition

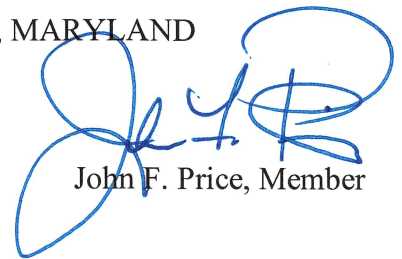
This is to certify that
Joyce T. Dalto
is hereby recognized

for thirty-six (36) years of service as an Assistant Director of Administration in the Department of Human Services, Kent County Department of Social Services. Such commitment and loyalty are admired and well respected by all those who have had the honor of working with her. We, the County Commissioners of Kent County, Maryland, thank you for your continued devotion, dedication, and public service to Kent County and the community.

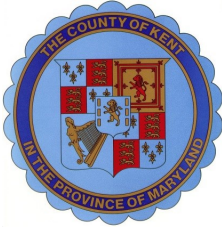
THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND


Ronald H. Fithian, President


Albert H. Nickerson, Member


John F. Price, Member

February 28, 2023



Shelly Neal-Edwards, Director, Department of Social Services
2/28/2023
County Commissioners Meeting

Item Summary:

Legal Services

ATTACHMENTS:

Description

02.28.23 Shelley Neal-Edwards, Director of Department of Social Services KCDSS Legal 24-001 Inter-Governmental Agreement

KCDSS Legal 24-001 Budget, Appendix B Legal Services Breakdown

INTER-GOVERNMENTAL AGREEMENT

BETWEEN

MARYLAND STATE DEPARTMENT OF HUMAN SERVICES

Kent County Department of Social Service
350 High Street, P.O. Box 670
Chestertown, Maryland 21620

AND

The County Commissioner's of Kent County Maryland
400 High Street
Chestertown, Maryland 21620

FOR

Legal Services for Kent County Department of Social Services

THIS AGREEMENT, effective as of July 1, 2023, is made by and between the Maryland State Department of Human Services' Kent County Department of Social Services ("DHS/KCDSS") and the The County Commissioner's of Kent County Maryland, hereinafter referred to as the "CONTRACTOR".

The DHS/KCDSS and the CONTRACTOR do mutually agree as follows:

1. PROGRAM AND SERVICES TO BE PROVIDED

1.1 Subject to the continuing availability of State and /or federal funds, the DHS/KCDSS shall purchase the CONTRACTOR'S services and the CONTRACTOR shall provide legal representation for the agency before the Kent County Courts for the matter of Child Welfare, Adult Services, Adult Guardianship, Adult Protective Services, and Foster Care. These services shall be provided in accordance with the terms and conditions of this Agreement and the following Appendixes which hereby are incorporated as part of this Agreement:

- A. Appendix A: Scope of Work is applicable to this Agreement
- B. Appendix B: Contractor's Proposal and Budget entitled Kent County Department of Social Services Inter-Governmental Agreement KCDSS/23-001 dated July 1, 2023.

2. TERM AND TERMINATION

2.1 Performance under this Agreement shall commence on July 1, 2023, and shall continue until services are completed; but in any case no later than June 30, 2024.

2.2 The parties may agree in writing to an earlier termination date.

2.3 If the CONTRACTOR fails to fulfill its obligations under this Agreement properly and on time, or otherwise violates any provision of the Agreement, the DHS/KCDSS may terminate the Agreement. Prior to terminating this Agreement, the DHS/KCDSS shall give thirty (30) days prior written notice of such default, and if the CONTRACTOR has not cured such default within the thirty (30) day period, the DHS/KCDSS may, by written notice given, within five (5) days after expiration of this period, terminate the contract. The notice shall specify the acts or omissions relied on as cause for termination. The DHS/KCDSS shall pay the CONTRACTOR fair and equitable compensation for satisfactory performance prior to the date of termination, less the amount of damages caused by the CONTRACTOR'S breach.

3. PAYMENT

3.1 The cost to the DHS/KCDSS for the services to be provided by the CONTRACTOR under this Agreement shall not exceed: Forty-four thousand, four hundred dollars (\$44,400.00).

3.2 Payments by the the Local Department's Fiscal Services Division shall be made promptly, and through the Financial Management Information System (FMIS), upon submission of an invoice from the CONTRACTOR. Payments will be made within 30 days after receipt of an acceptable invoice.

3.3 The CONTRACTOR'S Federal Tax Identification Number is: 52-6000974. The CONTRACTOR agrees to include this number on all invoices billed to the the Local Department's Fiscal Services Division. The DHS/KCDSS may withhold payment for failure to comply with this provision.

3.4 (If applicable) Payment of these funds is conditional upon the DHS/KCDSS receiving funds from: Maryland Department of Budget and Management as specified to pay for the total cost of the services set forth in the Appendix. The DHS/KCDSS will give timely notice to the CONTRACTOR in the event the DHS/KCDSS does not receive the funds to pay for the total cost of the services provided under this Agreement.

4. GENERAL PROVISIONS AND CONDITIONS

4.1 The terms of this Agreement and its execution are subject to all applicable Maryland laws and regulations and approval of other agencies of the State of Maryland as required under State laws and regulations.

4.2 Subject to any limitations imposed by law, the parties agree that each party shall be responsible for its own actions and omissions, pursuant to the performance of this Inter-Governmental Agreement, and neither party shall hold the other liable with respect to any matter not arising from the other party's actions or omissions. Furthermore, the liability of the parties shall be governed by the terms and provisions of the applicable Tort Claims Acts and relating funding provisions.

4.3 As a condition of the DHS/KCDSS's obligation to perform under this Agreement, the CONTRACTOR shall comply with all applicable federal, State and local governmental standards and requirements, including licensing and permit laws and ordinances, as are necessary for the lawful providing of the services required of the CONTRACTOR under the terms of this Agreement.

4.4 The persons performing the services as set forth in the Appendix shall be employees of the CONTRACTOR or consultant(s) approved under Paragraph 4.5 or subcontractor(s) assigned under Paragraph 4.9. The CONTRACTOR is responsible for complying with all federal and State laws as to tax and Social Security payments to be withheld from wages paid to said employees. The CONTRACTOR shall notify the Project Officer identified in Paragraph 4.5, in writing, of the substitution of or replacement of said employees, consultants, or subcontractors within five (5) business days of the substitution or replacement. The notice shall contain the last date of service of the personnel and the name of the replacement or substitute personnel.

4.5 The DHS/KCDSS shall designate Nikki Strong, Assistant Director of Services, or designee, 350 High Street, P.O. Box 670, Chestertown, Maryland 21620, Telephone # 410-810-7654, Fax # 410-778-1497, E-mail: Nikki.Strong@Maryland.gov to serve as Project Officer for this Agreement. The CONTRACTOR shall designate Shelley L. Heller Administrator, or designee, 400 High Street, Chestertown, Maryland 21620, Telephone # 410-778-4600, Fax # 410-778-7482, E-mail: SHeller@Kentgov.org to serve as the CONTRACTOR'S Project Manager for this Agreement. All contact between the DHS/KCDSS and the CONTRACTOR regarding all matters relative to this Agreement shall be coordinated through the DHS/KCDSS's designated Project Officer.

The use of funds under this Agreement by the CONTRACTOR to hire consultants shall require the prior approval by the DHS/KCDSS, through its Project Officer, of any such arrangement and the proposed work plan of the consultant(s) involved. (Approval is not required if the Appendix indicates the consultant's use.)

4.6 This Agreement may be amended as the DHS/KCDSS and the CONTRACTOR mutually agree in writing. Except for the specific provision of the Agreement, which is thereby amended, the Agreement shall remain in full force and effect after such amendment.

Adjustments of funds between categories that do not affect the total authorized funding and are consistent with the objectives of this Agreement do not require an amendment to the Agreement. Written approval by the Project Officer, however, is required.

Extensions for Time: The Parties expressly reserve the right to extend the term of the Agreement, without additional cost to the State beyond the not to exceed amount identified in Section 3.1 herein and for services provided beyond the original term of the Agreement, provided the extension is for a reasonable, limited, and defined time, and provided that the scope of work under the extension is the same as the original Agreement. It is also agreed that all such modifications shall be reduced to writing, and signed by the Parties.

4.7 The CONTRACTOR shall operate under this Agreement so that no person, otherwise qualified, is denied employment or other benefits on the grounds of race, color, sex, creed, national origin, age, marital status, sexual orientation, or physical or mental disability which would not reasonably preclude the required performance. Except in subcontracts for standard commercial supplies or raw materials, the CONTRACTOR shall include a clause similar to this clause in all subcontracts and each subcontractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

The CONTRACTOR understands that it will comply fully with provisions of the Americans with Disabilities Act ("ADA"). The CONTRACTOR agrees that it will not directly, or indirectly through

contractual or other arrangements, utilize criteria or methods of administration that have the effect of subjecting qualified individuals with disabilities to discrimination on the basis of disability; or that have the purpose or effect of defeating or substantially impairing accomplishment of the objectives of the DHS/KCDSS's program with respect to individuals with disabilities.

The CONTRACTOR shall:

- A. Have written policies and procedures to accommodate customers that require a reasonable accommodation. The CONTRACTOR shall provide notice to customers that they are entitled to request a reasonable accommodation based upon their disability and such notice must be easily understood by those with low literacy levels.
- B. Document each customer's need for a reasonable accommodation in the customer's case file.
- C. Attend and participate in DHS's periodic training on reasonable accommodation and/or providing services to customers with disabilities. The CONTRACTOR will be advised in advance of the time and location of the training.

4.8 The CONTRACTOR shall provide equal access to public services to individuals with limited English proficiency in compliance with Md. Code Ann., State Government Article §§ 10-1101 *et seq.*, and Policy Guidance issued by the Office of Civil Rights, Department of Health and Human Services.

4.9 Unless otherwise provided in the Appendix, the CONTRACTOR may not, during the term of this Agreement or any renewals or extensions of this Agreement, assign or subcontract all or any part of this Agreement without the prior written consent of the Project Officer.

4.10 Both parties hereby expressly acknowledge the possibility of substantial changes in federal regulations applicable to this Agreement and expressly agree to renegotiate this Agreement as necessary to comply with such changes; provided that any increase in the scope of work or cost of performance will be compensated for by a budget increase or, in the alternative, by modifying the scope of work to reduce the cost of performance.

4.11 The CONTRACTOR shall retain all books, records, and other documents relevant to this Agreement for a period of no less than three years after the date of final payment, a resolution of audit findings, or disposition of non-expendable property, whichever is later, and upon receipt of reasonable written notice thereof, and full access thereto. The right to examine any of said materials shall be afforded federal and/or State auditors who shall have substantiated in writing a need therefore in the performance of their official duties, and such other persons as are authorized by the DHS/KCDSS. The Contractor will provide to the DHS/KCDSS a copy of that part of any audit performed by university, local, State or independent auditors which relates to the performance of this Agreement and the administration of funds provided by the DHS/KCDSS pursuant to this Agreement. Any additional audit information requested by the DHS/KCDSS may be secured by the DHS/KCDSS at its own expense using its own or the CONTRACTOR'S auditors or other State-approved auditors.

4.12 (a) The CONTRACTOR shall obtain prior written approval of the DHS/KCDSS for any purchase of assets with funds paid under this Agreement, excluding ordinary office supplies, unless such purchase is described in the Appendix.

(b) Title to all property furnished by the DHS/KCDSS shall remain in the DHS/KCDSS. Title to equipment purchased with funds available under this Agreement shall vest in the CONTRACTOR; provided, however that title to equipment having an acquisition cost of \$500 or more per unit and a useful life of more than two years ("Capital Equipment") shall vest in the DHS/KCDSS upon acquisition. The CONTRACTOR shall provide a list of Capital Equipment acquired under this Agreement to the DHS/KCDSS upon completion of the Agreement or the last renewal of this Agreement.

4.13 Except in accordance with a court order, neither party shall use or disclose any information concerning a recipient of the services provided under this Agreement for any purposes not directly connected with the administration of such services, except upon written consent of the other party and the recipient or his/her responsible parent, guardian, or legal representative or as required by § 4-101 *et. seq.*, General Provisions Article Maryland Annotated Code.

4.14 This Agreement, together with the Appendix attached hereto and incorporated herein by reference, represents the complete, total and final understanding of the parties, and no other understandings or representations, oral or written, regarding the subject matter of this Agreement, shall be deemed to exist or to bind the parties hereto at the time of execution.

IN WITNESS WHEREOF, the parties have executed this Agreement.

FOR THE CONTRACTOR:

Ronnie Fithian

Signature

Ronald H. Fithian

Name

President

Title

02/28/2023

Date Signed

FOR THE DHS/KCDSS:

Signature

Shelly Neal-Edwards, LCSW-C

Name

KCDSS Director

Title

Date Signed

APPROVED FOR FORM AND LEGAL SUFFICIENCY BY THE OFFICE OF THE ATTORNEY GENERAL



Appendix A

Kent County Department of Social Services

Scope of Work

for

Legal Services for Kent County Department of Social Services

1. Background

Kent County Department of Social Services (KCDSS) is authorized by law to administer social services to Kent County citizens. In the administration of these programs, it is routinely necessary for the Local Department to employ the services of a practicing attorney to represent the KCDSS before the Kent County Courts and the Office of Administrative Hearings in matters involving: Child Welfare such as CPS, Adoption, Foster Care, In- Home Family Services and Adult Services such as APS and APG. The attorney is also responsible for providing general legal advice to approximately 15 KCDSS employees and responding to requests for records via subpoena.

The attorney represents KCDSS in court an average of one day per month for Child Welfare cases and is in court as needed for APG cases. In Fiscal Year 2022, KCDSS twenty-four (24) ongoing active APS cases. As the number of aged adults in Kent County continues to increase, the number of Adult Services cases may expand.

Legal representation during State Fiscal Year 2022 was as follows: twenty-four (24) permanency plan hearings; sixteen (16) voluntary placement hearings and approximately eight (8) children in Foster Care; four (4) APG cases.

NOTE: The numbers indicated above are based on historical data and cannot be guaranteed. The volume of cases may increase or decrease and will vary based on the number of families in need of care. Therefore, the data provided shall be used as guidance only.

2. Scope of Services to Be Provided

County Commissioners of Kent County shall enter into an Inter-Governmental Agreement for legal representation services on behalf of KCDSS. The Contractor shall assign an attorney (s) to represent KCDSS in the following areas: Child Welfare such as CPS, Adoption, Foster Care, In- Home Family Services and Adult Services such as APS and APG. Thomas N. Yeager currently provides legal services on behalf of the County Commissioners of Kent County and will serve KCDSS under this agreement.

2.1 The Assigned Attorney shall:

- A. Be available to represent KCDSS during Normal State Business Hours.

- B. Represent the interests and recommendations of KCDSS in all legal matters before the Kent County courts and the Office of Administrative Hearings. This may include, but is not limited to: matters of child Welfare such as CPS, Adoption, Foster Care, In-Home Family Services and Adult Services such as APS and APS.
- C. Attend all pre-hearing and post-hearing conferences including settlement conferences.
- D. Respond to all subpoenas received by KCDSS.
- E. Provide general legal advice (including the analysis and interpretation of statutes, regulations, and policies) by legal memorandum, assistance and/or consultation to KCDSS staff. All written materials developed must be approved by the DHS Office of the Attorney General prior to implementation.
- F. Represent KCDSS in all guardianship hearings and proceedings, including the preparation of Guardianship petitions in both contested and non-contested cases for child and adult cases.
- G. Provide adequate staff to support the requirements of this Inter-Governmental Agreement and provide a resume and thorough description of the duties and responsibilities of the support staff that will be assigned to this Contract, to include a Paralegal and/or Legal Secretary.
- H. The Assigned Attorney shall determine conflicts and assign appropriate cases to a qualified conflict attorney.
- I. Provide a verifiable emergency contact phone number where the Assigned Attorney can be reached during non-business hours when a situation is deemed to be an emergent situation requiring legal expertise or when an emergency hearing is required.
- J. Represent KCDSS in the juvenile court system in order to protect children at risk and have knowledge of the uniform child custody law and related proceedings.
- K. Review cases with appropriate Child Welfare Services and Adult Services staff prior to the court hearings to review the petition and discuss needed witnesses and reports.
- L. Meet with witnesses and appropriate staff at least one week prior to the court hearing to prepare for court testimony.
- M. Discuss the KCDSS recommendations with other attorneys-of-record prior to court hearings.
- N. Prepare all legal documents necessary for the representation of KCDSS.

- O. Work in conjunction with the Kent County courts to schedule the docket for KCDSS matters and be prepared to appear in court an average of one day per month.
- P. Ensure that all court documents are returned to the appropriate case worker within 30 days.
- Q. Upon request, participate in scheduled meetings with the judges of the Kent County courts.
- R. File KCDSS cases in a timely manner, consistent with State and Federal laws and regulations and rules and within fifteen days from the date of the court hearing.
- S. Provide advice to the Local Director or designee regarding employee grievances.
- T. Participate and/or consult with attorneys from the Office of the Maryland Attorney General when the Department is involved in any appeal (whether it is the plaintiff or defendant) to the Appellate Courts.
- U. Assist, as needed, KCDSS staff in the conduct of Fair Hearings (consumer administrative appeal of KCDSS regulations involving statutory benefits and other social service entitlements).
- V. Conduct a minimum of one in-service training session per year for KCDSS staff to improve the quality of social work practice in judicial and quasi-judicial settings. This training may be coordinated through Office of the Attorney General.
- W. Attend seminars, training workshops and other forms of training conducted annually at KCDSS and other locations when the subject matter impinges on legal issues that bear upon KCDSS' scope, role, mission, function or goals. The Contractor shall be responsible for all costs associated with attending any training workshops.
- X. Appear with the Local Director or designee before local boards, commissions and other quasi-judicial bodies when KCDSS wishes to effect changes in various administrative codes which impact upon program and service delivery.
- Y. Prepare an itemized list of services provided each month to accompany the contractor's monthly invoice.

2.2 Requirements Specific to Child Welfare Services

The Assigned Attorney shall:

- A. Represent KCDSS in all CINA petition hearings, including emergency shelter care hearings (as scheduled), adjudication and disposition hearings.

- B. Represent the KCDSS Child Welfare Division in all legal matters relating to child abuse and neglect as well as Voluntary Placements before the Kent County courts.
- C. Represent KCDSS in all Permanency Plan and review hearings and negotiate consent orders between attorneys involved in TPR cases.
- D. Represent KCDSS in all Guardianship hearings and proceedings and prepare petitions for Guardianship cases, both contested and uncontested.
- E. Attend and participate in court ordered CINA mediation.
- F. Attend and participate in Family Involvement Meetings (FIMs) upon the request of the KCDSS.
- G. Meet with KCDSS staff to prepare for TPR hearings and testimony at least one (1) week prior to the scheduled hearing.

2.3 Requirements Specific to Adult Protective Services

The Assigned Attorney shall:

- A. Represent KCDSS in the courts for authorization for forced entry, emergency APS orders, Temporary Guardianship of the Person for Medical Consent, emergency Guardianship of the Person, and regular Guardianship of the Person.
- B. Consult with APS Workers regarding potential and active court cases.
- C. Prepare, develop and file petitions with courts in APS such as emergency protective services and Guardianship of the Person within the time frames consistent with State and federal laws and regulations.
- D. Review cases with APS workers and other witnesses involved one week prior to the hearing for regular guardianship of the person.
- E. Prepare for and attend court hearings in matters of shelter care, adjudication, disposition, contempt and APG.

2.4 Requirements Specific to Adult Services

The Assigned Attorney shall:

- A. Provide legal memorandum in recovery of overpayments to providers.
- B. Represent KCDSS in suits filed by clients or their relatives for termination of services or payments.
- C. Represent KCDSS on issues involving zoning regulations.
- D. Provide legal assistance to ensure client's income and assets are used for their

benefit.

3. **Minimum Qualifications** Attorneys representing KCDSS shall at a minimum:

- A. Be a member in good standing with the Maryland Court of Appeals.
- B. Possess at least three (3) years of recent experience (within the last five (5) years), in matters of Child Welfare Services such as CPS, Adoption, Foster Care, In -Home Family Services and in matters of Adult Services such as APS, APG, child disability, family law, and/or related legal fields. This is essential to the achievement of timely outcomes for children and their families within the child welfare system.

4. **Conflict Attorney**

- A. The contractor shall identify and secure a qualified Conflict Attorney as a part of this Proposal. The Conflict Attorney shall meet all minimum qualifications and all requirements of the Inter-Governmental Agreement and shall be willing to accept cases from the Assigned Attorney when conflicts of interest arise or when the assigned attorney is on vacation or otherwise unavailable.
- B. All related professional fees required by the conflict attorney shall be paid by the contractor under this Inter-Governmental Agreement.

5. **Insurance Requirements**

- 5.1 The Assigned Attorney shall maintain Commercial General Liability Insurance to cover losses resulting from, or arising out of, Contractor action or inaction in the performance of the Contract by the Contractor, its agents, servants, employees, or subcontractors, with a limit of \$500,000 per occurrence and \$1,000,000 aggregate.
- 5.2 The Assigned Attorney shall maintain Malpractice/Professional Liability insurance with a minimum limit of \$500,000 per claim and annual aggregate.
- 5.3 The Assigned Attorney shall maintain Automobile and/or Commercial Truck Insurance as appropriate with Liability, Collision, and PIP limits no less than those required by the State where the vehicle(s) is registered, but in no case less than those required by the State of Maryland.
- 5.4 The Assigned Attorney shall maintain Crime Insurance to cover employee theft with minimum single loss limit of \$500,000 per loss, and single loss retention not to exceed \$10,000.
- 5.5 Within five (5) Business Days of the Contract begin date, and before any work begins, the Assigned Attorney shall provide the Procurement Officer with current certificates of insurance, and shall update such certificates periodically, but no less than annually in multi-year contracts, as directed by the State Project Manager. Such copy of the assigned attorney's current certificate of insurance shall contain at minimum the following:

- a. Workers' Compensation – The Contractor shall maintain such insurance as necessary and/or as required under Workers' Compensation Acts, the Longshore and Harbor Workers' Compensation Act, and the Federal Employers' Liability Act.
 - b. Commercial General Liability as required in Section 5.1.
 - c. Malpractice/Professional Liability as required in Section 5.2.
 - d. Automobile and/or Commercial Truck Insurance as required in Section 5.3.
 - e. Crime Insurance as required in Section 5.4.
- 5.6 The "State of Maryland, its officers, employees and agents" shall be listed as an additional insured on any Commercial General Liability and Malpractice/Professional with the exception of Worker's Compensation Insurance, which is currently handled by the Chesapeake Employer's Insurance Company (formerly Injured Worker's Insurance Fund). All insurance policies shall be endorsed to include a clause that requires that the insurance carrier provide the State Project Manager, by certified mail, not less than 30 days' advance notice of any non-renewal, cancellation, or expiration. In the event the State Project Manager receives a notice of non-renewal, the Assigned Attorney shall provide the State Project Manager with an insurance policy from another carrier at least 15 days prior to the expiration of the insurance policy then in effect. All insurance policies shall be with a company licensed by the State to do business and to provide such policies.
- 5.7 The Contractor shall require that any subcontractors providing primary services (as opposed to non-critical, ancillary services) under this Contract obtain and maintain the same levels of insurance and shall provide the State Project Manager with the same documentation as is required of the Contractor.

6. Invoicing

6.1 Invoice Format

- The Contractor shall submit monthly invoices to the KCDSS (**Attachment A**). The invoices shall include the amount due for services provided for the period covered by each attorney and shall include services provided by any conflict attorney assigned. Invoices shall include the following:
 - Contractor name and address;
 - Remittance address;
 - Federal taxpayer identification number (or if sole proprietorship, the individual's social security number);
 - State assigned Contract number and Purchase Order number;
 - Invoice date;
 - Invoice period (i.e. time period during which services covered by invoice were performed);
 - Total number of hours
 - Total amount due

A copy of the itemized list of services from each attorney (**Attachment B**) must accompany all invoices.

Invoices submitted without the required information cannot be processed for payment until the Contractor provides the required information.

6.2 Invoice Submission Schedule

The Contractor shall bill the Department monthly, by the 15th calendar day of the succeeding month. Invoices must be addressed to:

Kent County Department of Social Services
Denise Durham Madison, Procurement
350 High Street
P.O. Box 670
Chestertown, MD 21620

6.3 Payment Terms

The Contract will be based on a fully loaded firm fixed price for one year and shall include all general, administrative, and indirect costs necessary to provide all services as described in the Scope of Work. No price adjustments will be allowed during the term of this contract. Each monthly invoice will be for an amount equal to 1/12th of the annual contract amount.

6.4 Contract Term and Options

This Contract is for period July 1, 2023 through June 30, 2024.

The County Commissioner of Kent County Maryland

By: Ronnie Fithian

Ronald H. Fithian, President

Date: 02/28/2023

Kent County Department of Social Services

By: _____

Shelly Neal-Edwards, Director

Date: _____



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

Appendix B

Proposal From
The County Commissioner of Kent
County Maryland To
Kent County Department of Social Services
Inter-Governmental Agreement KCDSS/LEGAL 24-001

The following is a proposal effective July 1, 2023 between County Commissioner of Kent County Maryland, hereinafter, referred to as the "County", and the Kent County Department of Social Services, 350 High Street, P.O. Box 670, Chestertown, MD 21620, hereafter referred to as "KCDSS".

I. Purpose

The County will acquire the services of a practicing attorney, licensed in the State of Maryland with expertise in Child Welfare cases, to represent the KCDSS before the Courts and the Office of Administrative Hearings.

Legal services will include but are not limited to the following:

- Represent KCDSS in all CINA petition hearings, including emergency shelter care hearings (as scheduled), adjudication and disposition hearings.
- Represent the KCDSS Child Welfare Division in all legal matters relating to child abuse and neglect as well as Voluntary Placements before the Kent County courts.
- Represent KCDSS in all Permanency Plan and review hearings and negotiate consent orders between attorneys involved in TPR cases.
- Represent KCDSS in all Guardianship hearings and proceedings and prepare petitions for Guardianship cases, both contested and uncontested.
- Attend and participate in court ordered CINA mediation.
- Attend and participate in Family Involvement Meetings (FIMS) upon the request of the KCDSS.
- Meet with KCDSS staff to prepare for TPR hearings and testimony at least one (1) week prior to the scheduled hearing.
- Represent KCDSS in the courts for authorization for forced entry, emergency APS orders, Temporary Guardianship of the Person for Medical Consent, emergency Guardianship of the Person, and regular Guardianship of the Person.
- Provide advice to the Local Director or designee regarding employee grievances and other related issues.
- Consult with APS Workers regarding potential and active court cases.
- Prepare, develop, and file petitions with courts in APS such as emergency protective services and Guardianship of the Person within the time frames consistent with State and federal laws and regulations.

- Review cases with APS workers and other witnesses involved one week prior to the hearing for regular guardianship of the person.
- Prepare for and attend court hearings in matters of shelter care, adjudication, disposition, contempt and APG.

II. Payment Terms/Billing

The County shall submit an invoice for reimbursement to KCDSS monthly. The total cost to KCDSS shall not exceed the contract amount of \$44,440.

KCDSS shall make monthly payments to the County by the latter of 30 days after receipt of the proper invoice from the County based on 1/12th of the annual amount \$44,440.

III. Contract Term and Options

This proposal is for period July 1, 2023 through June 30, 2024.

The County Commissioner of Kent County Maryland

By: Ronald H. Fithian
Ronald H. Fithian, President

Date: 02/28/2023

Kent County Department of Social Services

By: _____
Shelly Neal-Edwards, Director

Date: _____



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

Appendix B

Kent County Department of Social Services
Legal Services Breakdown
FY 2024

Category:	Percentage of Work	Amount Budgeted
CINA	50%	\$22,200
TPR	20%	\$8,880
Guardianship	15%	\$6,660
General	10%	\$4,440
Custody	5%	\$2,220
TOTAL	100%	\$44,400



The County Commissioners of Kent County

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

Appendix B

Kent County Department of Social Services Legal Services Breakdown FY 2024

Category:	Percentage of Work	Amount Budgeted
CINA	50%	\$22,200
TPR	20%	\$8,880
Guardianship	15%	\$6,660
General	10%	\$4,440
Custody	5%	\$2,220
TOTAL	100%	\$44,400



Ronnie Edelman, Secretary, Kent Attainable Housing, Inc.
2/28/2023
County Commissioners Meeting

Item Summary:

Kent Attainable Housing, Inc.

ATTACHMENTS:

Description

02.28.23 Ronnie Edelman, Secretary, Kent Attainable Housing, Inc., Support Letter



The County Commissioners of Kent County

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

February 28, 2023

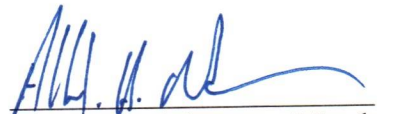
Kent Attainable Housing, Inc.
P.O. Box 501
Chestertown, MD 21620

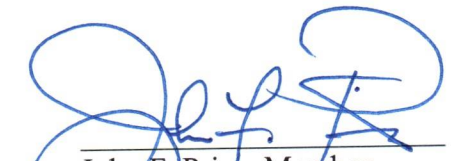
Dear Kent Attainable Housing:

The County Commissioners of Kent County, Maryland, support Kent attainable Housing, Inc's application for funding for the construction of affordable workforce housing in two of Maryland's Priority Funding Areas: Chestertown, Maryland, and Worton, Maryland, just twenty minutes outside of Chestertown. Housing for hard-working families and essential workers in and around Chestertown is in short supply, hampering economic recovery and growth.

Sincerely,
THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND


Ronald H. Fithian, President


Albert H. Nickerson., Member


John F. Price, Member

Cc: Ronnie Edelman, Secretary, Kent Attainable Housing, Inc.
Dawson Hunter, Transportation and Housing Coordinator
Bill Mackey, Director, Planning, Housing, and Zoning



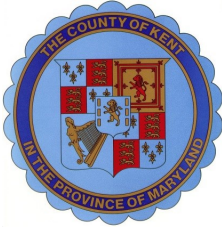
**Greenwill Consulting Group: Ivan Lanier, Jonathon Carpenter, Jacob
Moore, Lesly Feliz**

2/28/2023

County Commissioners Meeting

Item Summary:

Introduction and Discussion



Scott Boone, Director, Information Technology
2/28/2023
County Commissioners Meeting

Item Summary:

Verizon Wireless GSA Contract Renewal

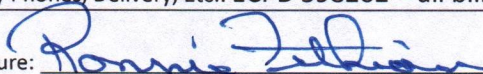
ATTACHMENTS:

Description

02.28.23 Kent County Government GSA-Multiple Award Schedule Purchase Order, Verizon Wireless



Kent County Government GSA-Multiple Award Schedule Purchase Order

Date:	February 28, 2023
Vendor:	Verizon Wireless
Vendor Address:	10170 Junction Drive Annapolis Junction, MD 20701
Vendor Email:	VZWFederal.Implementations@VerizonWireless.com
Phone:	1.800.561.6227
FAX:	1.866.227.4978
Authorized By:	By signing below, I certify that I am have legal authority to bind the listed government agency , that my agency is authorized to purchase under the GSA Multiple Award Schedule and that the use of all products/services purchased is for authorized government use. ANY RESELLING OF PRODUCTS/SERVICES PURCHASED UNDER THIS ORDER ARE STRICTLY PROHIBITED, as the contract and governing regulations require that all MAS purchases will be used for governmental purposes only and will not be resold for personal use. Agency Name: Kent County Government_ Signature of Authorized Official:  Printed or typed name: Ronald H. Fithian Printed or typed title: President
Contact Information:	Email address: itdirector@kentgov.org Phone number: 410.778.5315 FAX number: _____
Billing Information:	<u>Kent County Government</u> <u>400 High St</u> Chestertown MD 21620
Payment Terms:	Net 30
Description of Goods/Services; Pricing:	Cellular service on the accounts listed below (or attached) totaling 45 units in accordance with the rate plans and terms and conditions now or in the future applicable to each of such lines pursuant to GSA Multiple Award Schedule Number 47QTCA20D00B5, Rate Plan(s): various Equipment: various
Term:	February 28th 2023 for 12 months through 2024 (month) (day) (#) (year)
Funds Authorized:	Monthly Access Fees for service on 45 Lines (Estimated) \$2,250.00 Equipment charge(s) on 45 Lines (Estimates) \$3,000.00 Total Access and Equipment Fees on 45 lines (Estimate) \$30,000.00 Plus applicable fees, taxes and charges
Contract #:	GSA Multiple Award Schedule Number 47QTCA20D00B5, all terms and conditions are incorporated by reference.
Equipment (Open Market):	None of the equipment listed are products listed on GSA Multiple Award Schedule Contract No. 47QTCA20D00B5. All devices and/or accessories are "Open Market" items. various
Miscellaneous:	Specify Phones, Delivery, Etc.: ECPD 598202 – all bill levels
Customer Acceptance:	Signature:  Date: _____



Scott Boone, Director, Information Technology
2/28/2023
County Commissioners Meeting

Item Summary:

Request to Approve Memorandum of Understanding

ATTACHMENTS:

Description

02.28.23 Memorandum of Understanding by and between Kent County Chamber of Commerce and County Commi

Memorandum of Understanding

THIS MEMORANDUM OF UNDERSTANDING (this "MOU" or "Agreement") is made as of this ^{14th}~~17th~~ day of February 2023 by and among the County Commissioners of Kent County (the "County") and the Kent County Chamber of Commerce (the "Chamber") collectively referred to in this MOU as the "Parties"

WHEREAS, the Parties are committed to working together for the expressed purpose of providing one ethernet port on the County's Optical Network Terminal ("ONT") that was installed as part of the County's Fiber Optic Network in partnership with Kent Fiber Optics.

WHEREAS, the Parties desire to enter an understanding, thus setting out all necessary working arrangements that both Parties agree shall be necessary to complete this Memorandum of Understanding.

NOW, THEREFORE, in consideration of mutual covenants contained herein, the Parties hereto agree as follows:

Responsibilities of Parties:

The County agrees to provide the following:

- An internet connection at no cost to the Kent County Chamber of Commerce located at 122 N. Cross Street, Chestertown, MD 21620.

The Chamber agrees:

- To provide any additional equipment needs beyond the County internet port.

Indemnification. The Chamber shall indemnify the County from claims by third parties arising from damage to tangible property, personal injury, or death caused by the Chamber's negligence or willful misconduct. Such indemnification shall include, without limitation, awards, settlement, and all costs and expenses associated with the claim (including legal fees and court costs). The County shall indemnify the Chamber from claims by third parties arising from damage to tangible property, personal injury, or death caused by the County's negligence or willful misconduct. Such indemnification shall include, without limitation, awards, settlement, and all costs and expenses associated with the claim (including legal fees and court costs).

Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Maryland, without regard to its conflict of laws principals.

Modification. Modifications to this MOU must be in writing and signed by each Party.

Term and Termination. This Agreement shall become effective on the date hereof and shall terminate on June 30th of each fiscal year. With the consent of both parties, this Agreement may be amended to extend the period of performance prior to the Agreement's termination date and in accordance with the Modification section. This Agreement shall be upheld and remain valid

and in full force and effect unless and until such time as either party terminates the Agreement with 30 days written notice.

IN WITNESS WHEREOF, and intending to be legally bound the parties have executed this Agreement as of the date and year first above written.

WITNESS:

The County Commissioners of Kent County, Maryland

By: Ronnie Fithian

Name Ronald Fithian

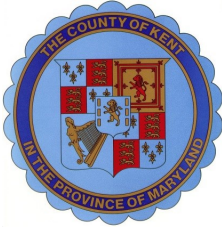
Title President

The Kent County Chamber of Commerce

By: Sarah King

Name Sarah King

Title Executive Director



Patricia Merritt, Chief Finance Officer, Office of Finance
2/28/2023
County Commissioners Meeting

Item Summary:

Fiscal Year 2023 - 6 Month Financial Statements

ATTACHMENTS:

Description

Revenue Administration Division Table 2, 3, and 4

FY2023 - 6 Month Financial Statement

Comptroller of Maryland
Revenue Administration Division
Cumulative Local Income Tax Distributions excluding Cities and Towns (1)
Reconciling Distributions through the Month of January 2023, 2022, and 2021, respectively
Table 2

	<u>Tax Year 2021</u>	<u>\$ Difference</u>	<u>%</u>	<u>Tax Year 2020</u>	<u>\$ Difference</u>	<u>%</u>	<u>Tax Year 2019</u>
Allegany	\$ 46,922,550	\$ 19,645,358	72.0	\$ 27,277,192	\$ 177,287	0.7	\$ 27,099,905
Anne Arundel	682,610,050	69,633,277	11.4	612,976,773	93,410,333	18.0	519,566,440
Baltimore County	960,292,497	131,936,064	15.9	828,356,433	110,203,762	15.3	718,152,671
Baltimore City	381,807,991	31,923,763	9.1	349,884,228	7,011,342	2.0	342,872,886
Calvert	100,304,581	8,654,467	9.4	91,650,114	730,263	0.8	90,919,851
Caroline	19,749,268	1,899,054	10.6	17,850,214	820,508	4.8	17,029,706
Carroll	191,345,902	21,701,712	12.8	169,644,190	5,072,668	3.1	164,571,522
Cecil	74,166,276	7,305,465	10.9	66,860,811	3,489,182	5.5	63,371,629
Charles	140,112,288	6,786,669	5.1	133,325,619	7,025,457	5.6	126,300,162
Dorchester	19,855,138	3,792,358	23.6	16,062,780	3,341,317	26.3	12,721,463
Frederick	287,651,329	38,882,375	15.6	248,768,954	12,869,383	5.5	235,899,571
Garrett	16,944,569	2,803,564	19.8	14,141,005	214,855	1.5	13,926,150
Harford	274,403,914	31,848,126	13.1	242,555,788	5,118,670	2.2	237,437,118
Howard	573,277,296	82,804,956	16.9	490,472,340	11,506,425	2.4	478,965,915
Kent	18,162,571	4,013,968	28.4	14,148,603	1,368,621	10.7	12,779,982
Montgomery	1,842,771,314	276,107,142	17.6	1,566,664,172	25,429,660	1.6	1,541,234,512
Prince George's	613,355,609	22,231,909	3.8	591,123,700	26,483,402	4.7	564,640,298
Queen Anne's	69,557,706	10,666,380	18.1	58,891,326	2,735,174	4.9	56,156,152
St. Mary's	116,242,317	8,561,024	8.0	107,681,293	8,125,098	8.2	99,556,195
Somerset	8,827,791	1,232,661	16.2	7,595,130	191,386	2.6	7,403,744
Talbot	43,028,523	9,162,198	27.1	33,866,325	3,845,110	12.8	30,021,215
Washington	109,047,097	12,973,020	13.5	96,074,077	14,440,943	17.7	81,633,134
Wicomico	60,532,420	6,680,281	12.4	53,852,139	2,496,863	4.9	51,355,276
Worcester	38,432,707	8,880,051	30.0	29,552,656	7,726,704	35.4	21,825,952
	<u>\$ 6,689,401,704</u>	<u>\$ 820,125,842</u>	<u>14.0</u>	<u>\$ 5,869,275,862</u>	<u>\$ 353,834,413</u>	<u>6.4</u>	<u>\$ 5,515,441,449</u>

Note:

(1) Cash Distributions are reduced by receivables and administration expenses.

Comptroller of Maryland
Revenue Administration Division
Tax Returns Processed Through December 31st
For Tax Years 2021, 2020, and 2019

Table 3

	<u>2021</u>	<u>Difference</u>	<u>%</u>	<u>2020</u>	<u>Difference</u>	<u>%</u>	<u>2019</u>
Allegany	28,738	(654)	(2.2)	29,392	673	2.3	28,719
Anne Arundel	285,005	(1,064)	(0.4)	286,069	5,186	1.8	280,883
Baltimore County	407,187	(7,455)	(1.8)	414,642	5,918	1.4	408,724
Baltimore City	255,254	(9,585)	(3.6)	264,839	7,247	2.8	257,592
Calvert	44,951	136	0.3	44,815	596	1.3	44,219
Caroline	15,413	(257)	(1.6)	15,670	312	2.0	15,358
Carroll	85,175	83	0.1	85,092	1,209	1.4	83,883
Cecil	48,167	(195)	(0.4)	48,362	937	2.0	47,425
Charles	81,495	(495)	(0.6)	81,990	2,233	2.8	79,757
Dorchester	15,625	(199)	(1.3)	15,824	371	2.4	15,453
Frederick	137,321	2,522	1.9	134,799	5,094	3.9	129,705
Garrett	13,732	18	0.1	13,714	73	0.5	13,641
Harford	129,833	(17)	(0.0)	129,850	2,163	1.7	127,687
Howard	158,963	457	0.3	158,506	2,709	1.7	155,797
Kent	9,264	13	0.1	9,251	60	0.7	9,191
Montgomery	524,441	(4,079)	(0.8)	528,520	5,905	1.1	522,615
Prince George's	455,456	(15,521)	(3.3)	470,977	10,804	2.3	460,173
Queen Anne's	25,425	357	1.4	25,068	549	2.2	24,519
St. Mary's	53,029	129	0.2	52,900	1,213	2.3	51,687
Somerset	8,964	(203)	(2.2)	9,167	477	5.5	8,690
Talbot	19,342	71	0.4	19,271	290	1.5	18,981
Washington	73,290	(107)	(0.1)	73,397	1,865	2.6	71,532
Wicomico	47,798	(226)	(0.5)	48,024	1,506	3.2	46,518
Worcester	29,882	969	3.4	28,913	(867)	(2.9)	29,780
Non-Resident	257,639	12,490	5.1	245,149	(3,694)	(1.5)	248,843
	<u>3,211,389</u>	<u>(35,302)</u>	<u>(1.1)</u>	<u>3,234,201</u>	<u>56,523</u>	<u>1.8</u>	<u>3,181,372</u>

Comptroller of Maryland
Revenue Administration Division
Local Income Tax Interest and Penalty Distribution
First Half of Fiscal Years 2023, 2022, and 2021
Table 4

	<u>2023</u>	<u>\$ Difference</u>	<u>%</u>		<u>2022</u>	<u>\$ Difference</u>	<u>%</u>		<u>2021</u>
Allegany	\$ 96,668	\$ (9,159)	(8.7)	\$	105,827	\$ 17,637	20.0	\$	88,190
Anne Arundel	3,130,249	736,610	30.8		2,393,639	147,428	6.6		2,246,211
Baltimore County	5,115,791	1,114,136	27.8		4,001,655	424,808	11.9		3,576,847
Baltimore City	3,202,348	57,716	1.8		3,144,632	733,343	30.4		2,411,289
Calvert	424,758	69,821	19.7		354,937	23,463	7.1		331,474
Caroline	112,057	18,290	19.5		93,767	20,581	28.1		73,186
Carroll	560,426	106,399	23.4		454,027	25,823	6.0		428,204
Cecil	469,996	125,656	36.5		344,340	(13,589)	(3.8)		357,929
Charles	1,048,128	60,199	6.1		987,929	181,826	22.6		806,103
Dorchester	102,157	6,804	7.1		95,353	29,099	43.9		66,254
Frederick	998,447	32,433	3.4		966,014	198,259	25.8		767,755
Garrett	81,463	33,504	69.9		47,959	2,800	6.2		45,159
Harford	1,044,449	182,062	21.1		862,387	60,755	7.6		801,632
Howard	2,360,450	654,886	38.4		1,705,564	(117,757)	(6.5)		1,823,321
Kent	115,111	37,669	48.6		77,442	5,454	7.6		71,988
Montgomery	8,721,756	2,148,651	32.7		6,573,105	(258,740)	(3.8)		6,831,845
Prince George's	7,724,288	746,997	10.7		6,977,291	1,259,433	22.0		5,717,858
Queen Anne's	285,351	29,286	11.4		256,065	(3,736)	(1.4)		259,801
St. Mary's	404,095	27,757	7.4		376,338	29,497	8.5		346,841
Somerset	49,447	(11,779)	(19.2)		61,226	15,142	32.9		46,084
Talbot	217,087	71,519	49.1		145,568	(10,094)	(6.5)		155,662
Washington	406,846	100,547	32.8		306,299	53,928	21.4		252,371
Wicomico	364,801	40,270	12.4		324,531	39,523	13.9		285,008
Worcester	189,434	35,310	22.9		154,124	15,875	11.5		138,249
	<u>\$ 37,225,603</u>	<u>\$ 6,415,584</u>	<u>20.8</u>		<u>\$ 30,810,019</u>	<u>\$ 2,880,758</u>	<u>10.3</u>		<u>\$ 27,929,261</u>

General Fund
Statement of Revenues and Expenditures
As of December 31, 2022

	<u>July - Dec</u> <u>Budget</u>	<u>July - Dec</u> <u>Actual</u>	<u>\$</u> <u>Fav/Unfav</u>	<u>%</u> <u>Fav/Unfav</u>
<u>Revenues</u>				
Property Tax	31,140,473	31,966,386	825,913	
Income Tax	4,799,107	5,417,721	618,614	
Recordation Tax	991,484	763,520	(227,964)	
Property Transfer Tax	677,475	471,991	(205,484)	
Other Local Taxes	170,847	198,438	27,591	
Service Charges	310,947	349,644	38,697	
Intergovernmental Revenue	326,067	335,937	9,870	
Licenses & Permits	124,572	125,484	912	
Fines & Forfeitures	2,496	15,863	13,367	
Proceeds from Fixed Assets	-	2,863	2,863	
Proceeds from Capital Leases	39,494	37,609	(1,885)	
Other	113,683	224,269	110,586	
Total Revenue	38,696,645	39,909,725	1,213,080	3%
<u>Expenditures</u>				
Board of Education	9,279,815	9,279,815	-	
Salaries & Benefits	10,773,620	9,779,239	994,381	
Operating Expenditures	3,982,950	3,541,612	441,338	
Allocations	2,134,282	2,115,704	18,578	
Debt Service	311,710	284,505	27,205	
Capital Expenditures	1,023,985	998,485	25,500	
Capital Leases	41,619	43,541	(1,922)	
Transfers to Other Funds	775,002	660,037	114,965	
Contingency	200,000	22,126	177,874	
Total Expenditures	28,522,983	26,725,064	1,797,919	6%
	28,322,983	26,702,938		
Excess/(Deficiency) Revenues				
Over Expenditures	10,173,662	13,184,661	3,010,999	

**General Fund
Explanation of Major Variances
December 31, 2022**

<u>Revenues</u>	<u>Fav/(Unfav)</u>
Property Tax 2% increase over FY22	825,913
Income Tax 36% increase over FY22	618,614
Other Interest income	110,586
Service Charges Recreation, general government, diesel	38,697
Other Local Taxes Lodging taxes, admission & amusement	27,591
Property Transfer Tax 41% decrease from FY22	(205,484)
Recordation Tax 36% decrease from FY22	(227,964)
Other	25,127
Total Revenues	<u><u>1,213,080</u></u>

General Fund

Explanation of Major Variances

December 31, 2022

<u>Expenditures</u>	<u>Fav/(Unfav)</u>
Salaries & Benefits	
CORS	781,839
Full time	336,141
State Retirement Plan	53,547
Election workers salaries & benefits	39,497
FICA & Medicare	35,128
Seasonal	34,194
Health benefits	(54,918)
Salaries G&S-Transfers	(57,312)
Salaries G&S-Overtime	(81,209)
Leave payout	(104,840)
Other	12,314
	994,381
Operating	
Highways & Streets	79,788
OES-Communications Division	54,218
Sheriffs Office	54,004
Planning & Zoning	38,936
Environmental Operations	33,255
Buildings & Grounds	32,590
Insurance	31,219
OES-Emergency Medical Service	22,683
Election Office	21,693
Information Systems	20,058
Other	52,894
	441,338
Contingency	177,874
Transfers to Other Funds	114,965
Capital Expenditures	
Office Emergency Services	17,921
Other	7,579
	25,500
Other	43,861
Total Expenditures	 1,797,919

Water and Wastewater Services
Statement of Revenues and Expenses
As of December 31, 2022

	July - Dec Budget	July - Dec Actual	\$ Fav/(Unfav)	% Fav/(Unfav)
Revenues				
Water Service Charges	350,996	348,750	(2,246)	-0.6%
Sewer Service Charges	852,497	857,269	4,772	0.6%
Septage Service Charges	110,368	102,286	(8,082)	-7.3%
Contracted Services	50,921	47,605	(3,316)	-6.5%
Other	21,586	46,180	24,594	113.9%
Total Revenues	1,386,368	1,402,090	15,722	1.1%
Expenses				
Salaries	394,836	367,760	27,076	6.9%
Benefits	250,398	203,829	46,569	18.6%
Contracted Services (salaries & benefits)	32,963	20,126	12,837	38.9%
Operating	800,731	828,174	(27,443)	-3.4%
Capital	48	48	-	0.0%
Interest Expense	141,324	141,619	(295)	-0.2%
Principal Expense	113,695	115,766	(2,071)	-1.8%
Operating Reserves	30,365	29,395	970	3.2%
Total Expenses	1,764,360	1,706,717	57,643	3.3%
Transfers				
General Fund	377,992	304,627	(73,365)	-19.4%
Total Transfer In/(Out)	377,992	304,627	(73,365)	-19.4%
Subsidy %	21.4%	17.8%		

**Water and Wastewater Services
Explanation of Major Variances
As of December 31, 2022**

	<u>Fav/(Unfav)</u>
Revenues	
Water Service Charges	(2,246)
Sewer Service Charges	4,772
Septage Service Charges	(8,082)
Other (equipment sales, allocation fees)	21,278
	<u>15,722</u>
 Salaries	
Salaries	27,076
 Benefits	
Health deductible	9,991
State Retirement	7,920
Taxes	4,227
Health premiums	22,345
Workmen's Compensation	2,086
	<u>46,569</u>
 Contracted Services	
Galena	8,209
Betterton	861
Nicholson	3,767
	<u>12,837</u>
 Operating Expenses	
Diesel fuel	2,129
Water & Sewer agreement fees	(16,220)
Electric	(13,542)
Other	190
	<u>(27,443)</u>

Capital Projects Fund
Statement of Revenues & Expenditures
As of December 31, 2022

	<u>Annual Budget</u>	<u>July - Dec Actual</u>	<u>Balance</u>
<u>Revenues</u>			
Grant Funding			
Bridge K00015 repair/replace	320,000	-	320,000
Loan Proceeds			
Nicholson wastewater treatment plant upgrade	2,771,978	-	2,771,978
Kent County High School roof	3,195,675	-	3,195,675
Transfer In - General Fund			
Bridge K00015 repair/replace	80,000	22,641	57,359
Computer / Technology Upgrade	30,000	30,000	-
Public safety Complex	972,000	52,976	919,024
Paramedic office	27,262	18,795	8,467
Emergency Services - communications	320,000	-	320,000
Worton maintenance facility	240,000	47	239,953
Galena Elementary targeted renovations	254,844	138,291	116,553
Kent County Public Library roof	75,000	-	75,000
Total Revenue	8,286,759	262,750	8,024,009
<u>Expenses</u>			
Bridge K00015 repair/replace	400,000	22,641	377,359
Nicholson wastewater treatment plant upgrade	2,771,978	-	2,771,978
Public safety Complex	972,000	52,976	919,024
Paramedic office	27,262	18,795	8,467
Emergency Services - communications	320,000	-	320,000
Worton maintenance facility	240,000	47	239,953
Kent County Public Schools Projects			
Galena Elementary targeted renovations	254,844	138,291	116,553
Kent County High School roof	3,195,675	3,101,190	94,485
Kent County Public Library roof	75,000	-	75,000
Total Expenditures	8,256,759	3,333,940	4,922,819
Excess/(Deficiency) Revenues over Expenditures	30,000	(3,071,190)	3,101,190



Patricia Merritt, Chief Finance Officer, Office of Finance
2/28/2023
County Commissioners Meeting

Item Summary:

Contingency Request

ATTACHMENTS:

Description

02.28.23 CentralSquare Quote No. Q-127367 On-Prem Subscription



Quote prepared on:

February 16, 2023

Quote prepared by:

Scott Duffy

scott.duffy@centralsquare.com

Quote #: Q-127367

Primary Quoted Solution: NaviLine PA

Quote expires on: May 16, 2023

Quote prepared for:

Ashley Albia

Kent County

400 High Street

Chestertown, MD 21620

(410) 778-5315

Thank you for your interest in CentralSquare. CentralSquare provides software that powers over 8,000 communities. More about our products can be found at www.centralsquare.com.

WHAT SOFTWARE IS INCLUDED?

	PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
1.	Fusion Proprietary Annual Subscription Fee	1	3,500.00	3,500.00
			Software Total	3,500.00 USD

WHAT SERVICES ARE INCLUDED?

	DESCRIPTION	TOTAL
1.	Public Administration Project Management Services - Fixed Fee	780.00
2.	Public Administration Technical Services - Fixed Fee	1,560.00
		Services Total
		2,340.00 USD



Quote prepared on:

February 16, 2023

Quote prepared by:

Scott Duffy

scott.duffy@centralsquare.com

QUOTE SUMMARY

Software Subtotal

3,500.00 USD

Services Subtotal

2,340.00 USD

Quote Subtotal

5,840.00 USD

Quote Total

5,840.00 USD

WHAT ARE THE RECURRING FEES?

TYPE	AMOUNT
FIRST YEAR MAINTENANCE TOTAL	0.00
FIRST YEAR SUBSCRIPTION TOTAL	3,500.00

The amount totals for Maintenance and/or Subscription on this quote include only the first year of software use and maintenance. Renewal invoices will include this total plus any applicable uplift amount as outlined in the relevant purchase agreement.

The On Premise Subscriptions purchased under this Quote shall be governed by Exhibit A attached hereto.

MORE INFORMATION AT [CENTRAL SQUARE.COM](https://www.centralsquare.com)

BILLING INFORMATION

Fees will be payable within 30 days of invoicing.

Please note that the Unit Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of \$21.37656 will be shown as a Unit Price of \$21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Unit Price displayed above.

Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer on the Quote Form.

PAYMENT TERMS

License Fees & Annual Subscriptions

- 100% Due Upon Contract Execution

Contract Startup

- 100% Due Upon Contract Execution

Hardware & Third-Party Software

- 100% Due Upon Contract Execution

Services

- Fixed Fee: 100% Due Upon Completion
- Time & Material: Due as Incurred
- Services Bundle: Fixed Fee, 100% Due Contract Execution

Third-Party Services

- Fixed Fee: 50% Due Upon Contract Execution; 50% Due Upon Completion

Travel & Living Expenses

- Due as Incurred



Quote prepared on:

February 16, 2023

Quote prepared by:

Scott Duffy

scott.duffy@centralsquare.com

PURCHASE ORDER INFORMATION

Is a Purchase Order (PO) required for the purchase or payment of the products on this Quote Form? (Customer to complete)

Yes [] No []

Customer's purchase order terms will be governed by the parties' existing mutually executed agreement, or in the absence of such, are void and will have no legal effect.

PO Number: _____

Initials: _____

Kent County

Signature: _____

Ronnie Fithian

Name: _____

Ronald Fithian

Date: _____

02/28/2023

Title: _____

President

ATTACHMENT A

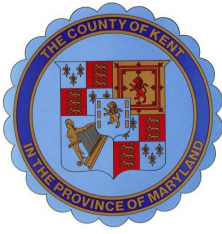
Terms and Conditions for On-Prem Subscriptions

BY INDICATING YOUR ACCEPTANCE, OR BY USING THE SOFTWARE, YOU ACCEPT THE TERMS AND CONDITIONS AS STATED HEREIN.

1. **Subscription Access.** Customer is purchasing subscription priced software under this Quote. So long as Client has paid the annual subscription fees and is current at all times with the subscription fees as stated herein, CentralSquare grants to Client a limited non-exclusive, non-transferable access to use the subscription software granted in this Quote. Client understands and acknowledges no ownership or any form of intellectual property rights transfer under the terms of this Quote.

If customer terminates this Quote in accordance with the termination for convenience provision below, customer shall be entitled to a pro-rata refund of the annual subscription fee, calculated by the remaining months in the applicable annual subscription.

2. **Termination for Convenience.** This Quote may be terminated without cause by either party by providing written notice to the other party thirty (30) days prior to the date of termination.
3. **Termination of Access Rights.** Upon termination of this Quote, (i) all rights granted herein shall terminate immediately and automatically upon the effective date of such termination; (ii) Customer's right to the accessed software granted herein shall terminate; and (iii) Customer will cease using such software and at CentralSquare's direction return or destroy the software and any supplemental confidential information or documentation.
4. **Right to Audit.** Customer shall maintain for a reasonable period, but in no event less than three (3) years after expiration or termination of this Quote, the systems, books and records necessary to accurately reflect compliance with software access and the use thereof under this Quote. Upon request, Customer shall permit CentralSquare and its directors, officers, employees, and agents to have on-site access at Customer's premises (or remote access as the case may be) during normal business hours to audit such systems, books, and records for the purpose of verifying Customer's use of the software to monitor compliance with this Quote no more than once per year. If an audit reveals that Customer has exceeded the restrictions on use or non-compliance with this Quote, Customer shall be responsible for the reimbursement of all costs related to the audit and prompt payment by Customer to CentralSquare of any underpayment.



Patricia Merritt, Acting Director, Human Resource Department
2/28/2023
County Commissioners Meeting

Item Summary:

Economic and Tourism Development, Administrative Specialist I Vacancy

ATTACHMENTS:

Description



Patricia Merritt, Acting Director, Human Resource Department
2/28/2023
County Commissioners Meeting

Item Summary:

Economic and Tourism Development, Part Time Social Media Specialist

ATTACHMENTS:

Description



Patricia Merritt, Acting Director, Human Resource Department
2/28/2023
County Commissioners Meeting

Item Summary:

Emergency Services, Anticipated Director Vacancy



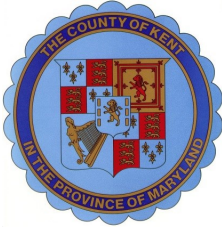
Patricia Merritt, Acting Director, Human Resource Department
2/28/2023
County Commissioners Meeting

Item Summary:

Parks and Recreation, Deputy Director Vacancy

ATTACHMENTS:

Description



**House Bill 0799 / Senate Bill 0912 Education
2/28/2023
County Commissioners Meeting**

Item Summary:

Letter of Support Discussion

ATTACHMENTS:

Description

02.28.23 Support HB0799 SB0912 Education-Low Density Calculation-Mandated Funding District 36
2.28.23 Support SB0912 HB0799 Education-Low Density Calculation-Mandated Funding Hershey
02.28.23 Support SB0912 HB0799 Education-Low Density Calculation-Mandated Funding Feldman
02.28.23 Support HB0799 SB0912 Education-Low Density Calculation-Mandated Funding



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

February 28, 2023

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

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

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

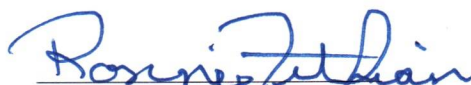
RE: SUPPORT House Bill 0799 / Senate Bill 0912 Education-Low Density Calculation-Mandated Funding

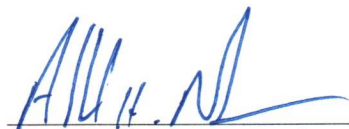
Dear Delegates Jacobs, Arentz, and Ghrist:

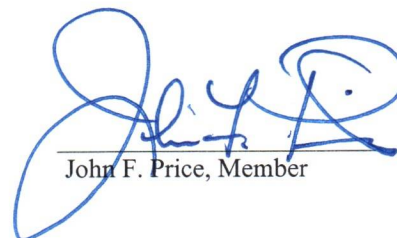
The County Commissioners of Kent County, Maryland support House Bill 0799 / Senate Bill 0912 Education – Low-Density Calculation – Mandated Funding. Kent County is supportive of the programmatic improvements to the public education system outlined in the Blueprint for Maryland's Future. The Blueprint's fiscal mandates disproportionately affect Kent County due to the low student count being such a small school system. Kent County has been identified as one of the local jurisdictions most impacted by the Blueprint for Maryland's Future in terms of increases in per-pupil appropriations relative to local wealth. To fund the Blueprint, Kent County would have to significantly increase property taxes to fund the increased appropriations. The fiscal stress to Kent County is repeatedly noted in the *Local Fiscal Impact of Implementing the Blueprint for Maryland's Future*. Department of Legislative Services, Office of Policy Analysis, January 2022.

We respectfully submit our full support to HB0799 / SB0912.

Sincerely,
THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND


Ronald H. Fithian, President


Albert H. Nickerson., Member


John F. Price, Member

cc: The County Commissioners of Kent County
The Honorable Stephen S. Hershey, Jr.
Dr. Karen M. Couch, Superintendent, Kent County Public Schools



The County Commissioners of Kent County

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

February 28, 2023

The Honorable Stephen S. Hershey, Jr.
Room 420, James Senate Office Building
11 Bladen Street
Annapolis, MD 21401

RE: SUPPORT Senate Bill 0912 / House Bill 0799 Education-Low Density Calculation-Mandated Funding

Dear Senator Hershey:

The County Commissioners of Kent County, Maryland support Senate Bill 0912 / House Bill 0799 Education – Low-Density Calculation – Mandated Funding. Kent County is supportive of the programmatic improvements to the public education system outlined in the Blueprint for Maryland's Future. The Blueprint's fiscal mandates disproportionately affect Kent County due to the low student count being such a small school system. Kent County has been identified as one of the local jurisdictions most impacted by the Blueprint for Maryland's Future in terms of increases in per-pupil appropriations relative to local wealth. To fund the Blueprint, Kent County would have to significantly increase property taxes to fund the increased appropriations. The fiscal stress to Kent County is repeatedly noted in the *Local Fiscal Impact of Implementing the Blueprint for Maryland's Future*. Department of Legislative Services, Office of Policy Analysis, January 2022.

We respectfully submit our full support to SB0912 / HB0799.

Sincerely,
THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

Ronald H. Fithian, President

Albert H. Nickerson., Member

John F. Price, Member

cc: The County Commissioners of Kent County
The Honorable Jay A. Jacobs
The Honorable Steven J. Arentz
The Honorable Jefferson L. Ghrist
Dr. Karen M. Couch, Superintendent, Kent County Public Schools



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

February 28, 2023

The Honorable Brian J. Feldman
2 West, Miller Senate Office Building
Annapolis, MD 21401

RE: SUPPORT Senate Bill 0912 / House Bill 0799 Education-Low Density Calculation-Mandated Funding

Dear Chair Feldman and Members of the Education, Energy and the Environment Committee:

The County Commissioners of Kent County, Maryland support Senate Bill 0912 / House Bill 0799 Education – Low-Density Calculation – Mandated Funding. Kent County is supportive of the programmatic improvements to the public education system outlined in the Blueprint for Maryland's Future. The Blueprint's fiscal mandates disproportionately affect Kent County due to the low student count being such a small school system. Kent County has been identified as one of the local jurisdictions most impacted by the Blueprint for Maryland's Future in terms of increases in per-pupil appropriations relative to local wealth. To fund the Blueprint, Kent County would have to significantly increase property taxes to fund the increased appropriations. The fiscal stress to Kent County is repeatedly noted in the *Local Fiscal Impact of Implementing the Blueprint for Maryland's Future*. Department of Legislative Services, Office of Policy Analysis, January 2022.

We respectfully submit our full support to SB0912 / HB0799.

Sincerely,
THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

Ronald H. Fithian, President

Albert H. Nickerson., Member

John F. Price, Member

cc: The County Commissioners of Kent County
The Honorable Stephen S. Hershey, Jr.
The Honorable Jay A. Jacobs
The Honorable Steven J. Arentz
The Honorable Jefferson L. Ghrist
Dr. Karen M. Couch, Superintendent, Kent County Public Schools



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

February 28, 2023

The Honorable Ben Barnes
Room 121, House Office Building
Annapolis, MD 21401

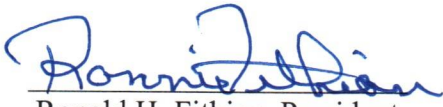
RE: SUPPORT House Bill 0799 / Senate Bill 0912 Education-Low Density Calculation-Mandated Funding

Dear Chair Barnes and Members of the Appropriations Committee:

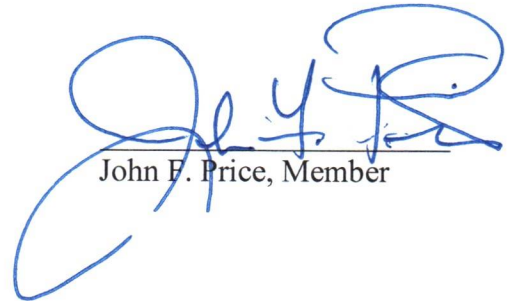
The County Commissioners of Kent County, Maryland support House Bill 0799 / Senate Bill 0912 Education – Low-Density Calculation – Mandated Funding. Kent County is supportive of the programmatic improvements to the public education system outlined in the Blueprint for Maryland's Future. The Blueprint's fiscal mandates disproportionately affect Kent County due to the low student count being such a small school system. Kent County has been identified as one of the local jurisdictions most impacted by the Blueprint for Maryland's Future in terms of increases in per-pupil appropriations relative to local wealth. To fund the Blueprint, Kent County would have to significantly increase property taxes to fund the increased appropriations. The fiscal stress to Kent County is repeatedly noted in the *Local Fiscal Impact of Implementing the Blueprint for Maryland's Future*. Department of Legislative Services, Office of Policy Analysis, January 2022.

We respectfully submit our full support to HB0799 / SB0912.

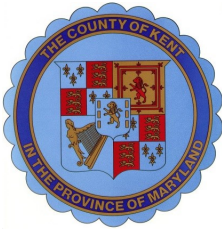
Sincerely,
THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND


Ronald H. Fithian, President


Albert H. Nickerson., Member


John F. Price, Member

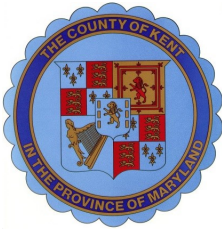
cc: The County Commissioners of Kent County
The Honorable Stephen S. Hershey, Jr.
The Honorable Jay A. Jacobs
The Honorable Steven J. Arentz
The Honorable Jefferson L. Ghrist
Dr. Karen M. Couch, Superintendent, Kent County Public Schools



Legislative Discussion
2/28/2023
County Commissioners Meeting

Item Summary:

Kent County Representation



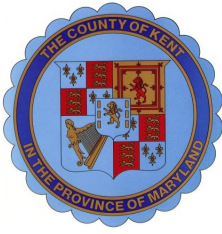
Ratified Agreement
2/28/2023
County Commissioners Meeting

Item Summary:

Consultant Services Agreement and Request for Contingency Funds

ATTACHMENTS:

Description



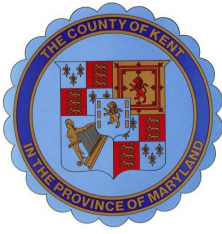
Jillyn Coleman, Director, Parks and Recreation
2/28/2023
County Commissioners Meeting

Item Summary:

Parks and Recreation Advisory Board

ATTACHMENTS:

Description



Shelley Heller, County Administrator
2/28/2023
County Commissioners Meeting

Item Summary:

Response Letter

ATTACHMENTS:

Description



Meeting Announcements

2/28/2023

County Commissioners Meeting

Item Summary:

Adjusted Meeting Schedule

ATTACHMENTS:

Description

Revised Meeting Schedule Snapshot

Welcome to the Kent County Government web site. The Commissioners welcome your input. Please email the Commissioners Office at kentcounty@kentgov.org (<mailto:kentcounty@kentgov.org>) or send a letter to Kent County Commissioners, 400 High Street, Chestertown, MD 21620

Question? Please call - 410-778-4600 and press 4

The County Commissioners will hold meetings on the following dates
January through June (**meeting dates and times are subject to change**)

January 10, 2023	10:00 a.m.
January 10, 2023	2:00 p.m. - WORK SESSION, COMPREHENSIVE REZONING TASK FORCE
January 10, 2023	2:30 p.m. - WORK SESSION, BLUEPRINT FUNDING
January 24, 2023	10:00 a.m.
January 24, 2023	6:00 p.m. - WORK SESSION, MILLINGTON WASTEWATER TREATMENT PLANT UPGRADE FEASIBILITY STUDY
January 31, 2023	10:00 a.m.
February 7, 2023	6:00 p.m.
February 14, 2023	10:00 a.m.
February 28, 2023	10:00 a.m.
March 7, 2023	6:00 p.m. - MOVED TO MARCH 8, 2023 at 10:00 a.m.
March 8, 2023	10:00 a.m.
March 14, 2023	10:00 a.m.
March 14, 2023	1:00 p.m. - WORK SESSION
March 21, 2023	6:00 p.m. - CANCELLED
March 28, 2023	10:00 a.m. - MOVED TO MARCH 29, 2023 at 10:00 a.m.
March 29, 2023	10:00 a.m.
April 4, 2023	10:00 a.m. - TIME CHANGE
April 11, 2023	10:00 a.m. - BUDGET WORK SESSION
April 18, 2023	6:00 p.m.
April 18, 2023	3:00 p.m. - BUDGET WORK SESSION



Work Session Announcement 2/28/2023 County Commissioners Meeting

Item Summary:

March 14, 2023 at 1:00 p.m.

ATTACHMENTS:

Description

02.17.23 Town Of Betterton Work Session Invite
02.17.23 Town Of Chestertown Work Session Invite
02.17.23 Town Of Galena Work Session Invite
02.17.23 Town Of Millington Work Session Invite
02.17.23 Town Of Rock Hall Work Session Invite



The County Commissioners of Kent County

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

February 17, 2023

Mayor Don Sutton
Town of Betterton
100 Main Street
P.O. Box 339
Betterton MD 21610

Dear Mayor Sutton and Council Members:

The County Commissioners of Kent County would like to extend an invitation to attend the March 14, 2023, Budget Work Session at 1:00 p.m. The Town of Chestertown made a request to discuss the tax differential/rebate for the FY2024 budget. The Commissioners would like to discuss the issue with all five municipalities. If you have any questions or concerns, please do not hesitate to contact me. Please confirm your attendance to the following email address: kentcounty@kentgov.org, no later than February 27, 2023. We look forward to hearing from you.

Sincerely,

A handwritten signature in blue ink, appearing to read "Shelley L. Heller", is written over a horizontal line.

Shelley L. Heller
County Administrator

Cc: The County Commissioners of Kent County
Pat Merritt, Chief Finance Officer



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

February 17, 2023

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

Dear Mayor Foster and Council Members:

In response to your tax differential/rebate request at the February 14, 2023, Commissioners Meeting, the County Commissioners of Kent County, would like to extend an invitation to attend the March 14, 2023, Budget Work Session at 1:00 p.m. If you have any questions or concerns prior to the work session, please do not hesitate to contact me. Please confirm your attendance to the following email address: kentcounty@kentgov.org, no later than February 27, 2023. We look forward to hearing from you.

Sincerely,

A handwritten signature in blue ink, appearing to read "Shelley L. Heller", is written over a faint, larger signature.

Shelley L. Heller
County Administrator

Cc: The County Commissioners of Kent County
Pat Merritt, Chief Finance Officer



The County Commissioners of Kent County

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

February 17, 2023

Mayor John T. Carroll, Jr.
Town of Galena
101 South Main Street
P.O. Box 279
Galena, MD 21635

Dear Mayor Carroll and Council Members:

The County Commissioners of Kent County would like to extend an invitation to attend the March 14, 2023, Budget Work Session at 1:00 p.m. The Town of Chestertown made a request to discuss the tax differential/rebate for the FY2024 budget. The Commissioners would like to discuss the issue with all five municipalities. If you have any questions or concerns, please do not hesitate to contact me. Please confirm your attendance to the following email address: kentcounty@kentgov.org, no later than February 27, 2023. We look forward to hearing from you.

Sincerely,

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Shelley L. Heller
County Administrator

Cc: The County Commissioners of Kent County
Pat Merritt, Chief Finance Officer



The County Commissioners of Kent County

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

February 17, 2023

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

Dear Mayor Hemstock and Council Members:

The County Commissioners of Kent County would like to extend an invitation to attend the March 14, 2023, Budget Work Session at 1:00 p.m. The Town of Chestertown made a request to discuss the tax differential/rebate for the FY2024 budget. The Commissioners would like to discuss the issue with all five municipalities. If you have any questions or concerns, please do not hesitate to contact me. Please confirm your attendance to the following email address: kentcounty@kentgov.org, no later than February 27, 2023. We look forward to hearing from you.

Sincerely,

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Shelley L. Heller
County Administrator

Cc: The County Commissioners of Kent County
Pat Merritt, Chief Finance Officer



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

February 17, 2023

Mayor Dawn Jacobs
Town of Rock Hall
5585 Main Street
P.O. Box 367
Rock Hall MD 21661

Dear Mayor Jacobs and Council Members:

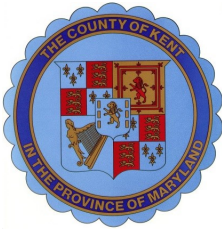
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Sincerely,

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Shelley L. Heller
County Administrator

Cc: The County Commissioners of Kent County
Pat Merritt, Chief Finance Officer



Procedures For Public Comment 2/28/2023 County Commissioners Meeting

ATTACHMENTS:

Description

Press and Public Comments 2022

Press and Public Comments

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

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

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

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

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



American Rescue Plan Act (ARPA) Funds Spend Plan 2/28/2023 County Commissioners Meeting

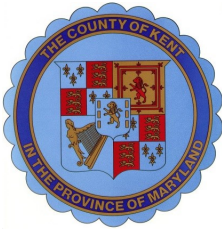
ATTACHMENTS:

Description

2-14-2023 ARPA Fund Commissioner Report

AMERICAN RESCUE PLAN ACT FUND
AS OF COMMISSIONER MEETING MINUTES DATED
2/7/2023

Project	Department	Project Estimate	Date Approved	Amount Approved	Date Completed
Feed the Elderly Year 1	Local Management Board	112,800	08/31/21	112,800	
Feed the Elderly Year 2 and 3	Local Management Board	204,115	03/08/22	204,115	
Clariflocculator Replacement Project	Water & Wastewater Fund	275,000	08/31/21	275,000	6/28/2022
Clariflocculator Replacement Project Change Order #1		2,817	01/11/22	2,817	6/28/2022
Clariflocculator Replacement Project Change Order #2		90,642	01/11/22	90,642	11/23/2022
AV System	Information Technology	67,429	10/26/21	67,429	
IT Software	Information Technology	27,095	10/26/21	27,095	
Neighborhood & Infrastructure Grants	Information Technology	262,227	12/14/21	262,227	
A/V Equipment in EOC	Emergency Operation Center	14,087	02/01/22	14,087	
SCADA Pump Station Monitoring	Water & Wastewater Fund	110,065	02/08/22	110,065	
Millington/RT301 Wastewater Treatment Feasibility Study	Water & Wastewater Fund	57,500	02/08/22	57,500	
Millington/RT301 Wastewater Conveyance System Capacity Study		9,500	09/27/22	9,500	
Tolchester Wastewater-Design Services Influent Screen	Water & Wastewater Fund	52,910	02/08/22	52,910	
Tolchester Wastewater - Bid Services and Const. Management		35,735	09/27/22	35,735	
Tolchester Wastewater Influent Screen Construction		652,897			
Worton WWTP Influent Lagoon Engineer Design & Bid Services	Water & Wastewater Fund	32,981	03/22/22	32,981	
Worton WWTP Influent Lagoon Engineer Const. Management		15,000			
Worton WWTP Lagoon Sludge Removal Contract		1,400,500	12/13/22	1,400,500	
Kennedyville Pump Station #2 Relocation Design	Water & Wastewater Fund	52,338	09/27/22	52,338	
Kennedyville Pump Station #2 Relocation Const. Management		Deferred			
Kennedyville Pump Station #2 Construction		Deferred			
Worton/Kennedyville GIS Water and Sewer Facilities Mapping	Water & Wastewater Fund	75,770	09/27/22	75,770	
Worton Vehicle Storage Building & site prep/lighting/heat	Water & Wastewater Fund	40,000	10/25/22	40,000	
Worton WWTP Solids Press Replacement Design	Water & Wastewater Fund	40,000.00			
Worton WWTP Solids Press Replacement Construction Management		20,000.00			
Worton WWTP Solids Press Replacement		250,000.00			
Total Amount of Funds Committed		<u>\$ 3,901,408</u>		<u>\$ 2,923,511</u>	
Amount of ARPA Funds		3,766,777		3,766,777	
Balance of ARPA Funds Remaining		<u>\$ (134,631)</u>		<u>\$ 843,266</u>	



Contingency and Use of Fund Balance Report 2/28/2023 County Commissioners Meeting

ATTACHMENTS:

Description

2-14-2023 Commissioner Report Contingency

**FY23 CONTINGENCY & USE OF FUND BALANCE
AS OF COMMISSIONERS MEETING MINUTES DATED
February 7, 2023**

[illegible]



Shelley Heller, County Administrator
2/28/2023
County Commissioners Meeting

Item Summary:

Personnel

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