

MAYOR AND CITY COUNCIL OF FROSTBURG



Mayor W. Robert Flanigan
Donald L. Carter, Jr., Commissioner of Finance
Kevin G. Grove, Commissioner of Public Safety
Nina Forsythe, Commissioner of Water, Parks and Recreation
Adam Ritchey, Commissioner of Public Works

AGENDA

MAYOR AND COUNCIL WORK SESSION

Thursday, February 9, 2023 at 3:00 PM

Frostburg Municipal Center Meeting Room - 37 Broadway

	Page
1. CALL TO ORDER	
2. ROLL CALL	
3. COUNCIL MEETING TOPICS	
3.1. Budget FY 24	4 - 9
• Schedule to be presented at Council Meeting	
• Priorities & challenges	
Budget Prep Schedule for FY 24	
Budget Discussion February	
3.2. FY 23 Budget Amendments	
3.3. LEOPS Valuation, Process, Discussion	
SB276	
HB792	
3.4. American Rescue Plan	10 - 21
• Project approvals	
○ Police Department equipment replacement/upgrades	
○ Design for Mechanic Street Parking Lot	
○ Centennial Street Water Line replacement	
○ Review of past approvals	
• Review Project Priority List	
Priority 02-01-2023	
Taser Quote	
Dell Quote	
3.5. Body Camera Update - Police Reform	22 - 23
Frostburg Police Professional Service Agreement (BWCCOMS)	

3.6.	Change Orders for Public Works Projects	24 - 43
	<ul style="list-style-type: none"> • CSO Phase IX • Roof at Frostburg Street Department • Tank replacement at WTP 	
	Change order #2 5287 Phase IX-B Change Order 2 5287 Phase IX-B Change Order 3-closeout Street Dept Roof Change Order 1 Street Dept Roof Change Order 2 Chlorine Tank Change order 1 Chlorine Tank Change order 2 RFQ-03 Day Tank Upgrades (1)	
3.7.	Engineering and Design Service Contracts	
	<ul style="list-style-type: none"> • Mechanic Street Downtown Parking Lot Project (ARPA Funded) • CSO Phase X-B / X-C (CSO Surcharge) 	
3.8.	Fire Department Hold Harmless Agreement for Training Exercises in Acquired Structures	44 - 55
	<ul style="list-style-type: none"> • 167 Bowery Street • 28-32 W. Mechanic Street TEMPLATE: Hold Harmless and Release Agreement - FFD Center St	
3.9.	Text Amendment relating to restaurant uses in the T-LI zoning district	56 - 57
	2023-01 Text Amendments Ordinance.v1	
3.10.	Reappoint Members to the Recreation Commission Appoint Member to Planning Commission	58 - 59
	Recreation Commission Planning Commission	
3.11.	Public Hearings and Second Readings:	60 - 75
	<ul style="list-style-type: none"> • ORDINANCE 2022-08 Amending City Code Article II, Section II (The City of Frostburg Ethics Law) • ORDINANCE 2022-09 Amending the City Code to Provide for the Adoption of Regulations Pertaining to Solicitors and Mobile Business Vehicles 	
	Ordinance 2022-08 Ethics Code 2022 Ordinance 2022-09 Solicitors Registration	
4.	DISCUSSION ITEMS	
4.1.	Project Updates:	
	<ul style="list-style-type: none"> • Frostburg Childcare Center • Building Improvement Program (Façade Grant) 	
4.2.	Opioid Settlement Fund	
4.3.	Policies for Consideration:	
	<ul style="list-style-type: none"> • Per Diem • Mileage Reimbursement • Credit Card Holders 	
4.4.	General Discussion: Mayor and Council	

5. CLOSING STATEMENT

Under the Annotated Code of Maryland Article § 3-305(b)(1) and (3), a closed session may be held "to discuss the appointment, employment, assignment, promotion, discipline, demotion, remove, resignation, or performance evaluation of appointees, employees, or officials over who this public body has jurisdiction", and to "consider the acquisition of real property for a public purpose and matters directly related to the acquisition." A closed session is needed to review the specific job titles and compensation for select individual employees and for the purpose of discussing properties considered for a real property acquisition to remove blight and to protect the City's bargaining power in a real estate transaction, respectively.

MOTION TO ADJOURN TO CLOSED SESSION

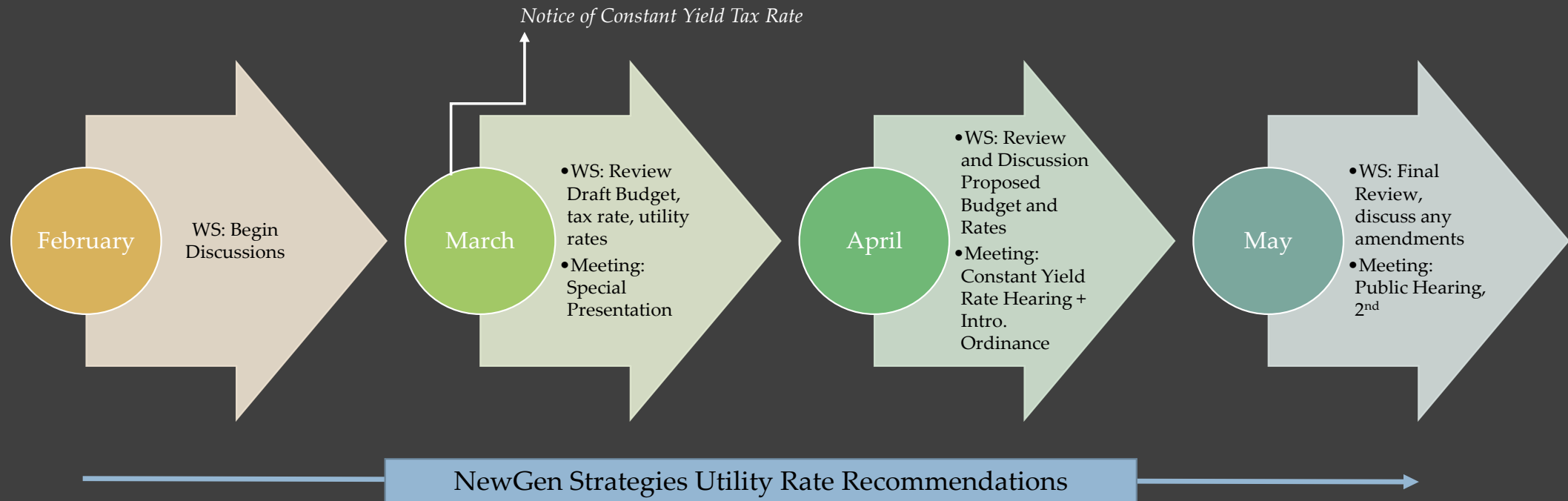
City of Frostburg
Fiscal Year 2023-24
Budget Preparation Schedule

February 3, 2023	Staff Budget Process <ul style="list-style-type: none">• Departmental Requests Due; Requests must be prepared in consultation with Commissioners
February 9, 2023	Work Session <ul style="list-style-type: none">• Presentation of Budget Schedule• Presentation of Requests from Departments/Commissioners• Discussion of Council's Budget Priorities• Council Discussion on Tax and Utility Rates - in consultation with Utility Rate Study Consultant NewGen•
February 16, 2023	Monthly City Council Meeting <ul style="list-style-type: none">• Hotel/Motel Tax Revenue request (no meeting hearing)
March 9, 2023	Work Session <ul style="list-style-type: none">• Council Review and Discussion on Draft Budget• Council Discussion on Setting the Tax Rate• Council Discussion on Setting Utility Rates and Other Fees - in consultation with Utility Rate Study Consultant NewGen
March 16, 2023	Monthly City Council Meeting <ul style="list-style-type: none">• Special Presentation on Tax and Utility Rates• Presentation of Draft Budget• Public Comment on Draft Budget
April 13, 2023	Work Session <ul style="list-style-type: none">• Council Review and Discussion of Budget Ordinance
April 20, 2023	Monthly City Council Meeting <ul style="list-style-type: none">• Constant Yield Tax Rate Public Hearing• Introduction of Budget Ordinance – Public Comment
May 11, 2023	Work Session <ul style="list-style-type: none">• Final Review of Budget Ordinance• Discussion of any Proposed Amendments
May 18, 2023	Monthly City Council Meeting <ul style="list-style-type: none">• Public Hearing on the Budget Ordinance - Advertised• Second Reading, Public Comment and Vote to Approve; Ordinance becomes effective in 20 Days

Budget Discussion

July 2023 – June 2024

Budget Preparation Timeline



External Forces

- Inflation
 - Material costs
 - Equipment costs
 - Material and equipment availability (timing of purchases/projects)
 - Cost of living
 - ...everything
- Allegany County Salary Study
- Other area Law Enforcement Agencies
- Workforce availability
- Property assessments by SDAT

Priorities

- Maintain level of services to community
 - Operational and capital improvements where possible
- Safe drinking water, reliable sanitation, good streets and sidewalks
- Retain professional & capable staff
 - Minimize turnover
 - Equitable pay and benefits within region
- Positive organizational culture and pride in work
- Safe and efficient work environments
- Fiscal responsibility & adequate reserves

Areas of Focus for FY 24

- Water and Sewer Rates – Study Recommendations from NewGen Strategies
- Salaries
- LEOPS Pension System for Police Officers
- Large Equipment Purchase: Plow Truck
- ARPA Projects continuing
- CSO Projects (multiple phases)
- Strategic replacement plans
 - (computers, other equipment, etc.)

Total Award		\$ 8,382,767.67		
PROJECT/ PROGRAM NAME	EST. TOTAL PROJECT COST	EST. ARPA ALLOCATION	Status (C-Complete, A- Approved, S- Started, NA- No Action)	
Completed Projects		\$ 861,745.52		
Priority Project- Immediate Need				Spent to date
COVID sick leave for employees - Isolation/Quarantine	\$ -	\$ 28,549.64	A/S	\$ 28,549.64
Centennial Hill Pump Station and Force Main Replacement	\$ 895,000.00	\$ 822,813.00	A/S	\$ 272,187.67
General Sewer	\$ 450,000.00	\$ 450,000.00	A/S	\$ 103,490.93
General Water	\$ 450,000.00	\$ 450,000.00	A/S	\$ 145,334.81
General Water Treatment Plant	\$ 450,000.00	\$ 450,000.00	A/S	\$ 116,329.97
Qualified Census Tract (QCT) Project: Childcare/Day Camp Building Design	\$ 68,035.00	\$ 68,035.00	A/S	\$ 54,354.00
Radio Read Meter Replacement	\$ 400,000.00	\$ 400,000.00	A/S	\$ 153,570.21
Disinfectant tank repair/replacement at Water Treatment Plant	\$ 145,460.00	\$ 145,460.00	A/S	\$ 121,963.63
Savage Well Rehab	\$ 25,000.00	\$ 25,000.00	A/NA	\$ -
Rental Housing Relief Program	\$ -	\$ -	A/NA	
Piney Dam Upgrades and Repairs	\$ 400,000.00	\$ 400,000.00	A/S	\$ 51,487.90
Water Treatment Plant System Upgrade	\$ 255,367.00	\$ 255,367.00	A/NA	\$ -
Street Paving	\$ 900,000.00	\$ 400,000.00	A	\$ 86,454.74
Comprehensive Plan	N/A	\$ 150,000.00	A/NA	\$ -
Vacuum Truck Dry Bed	\$ 25,000.00	\$ 25,000.00	A/NA	\$ -
Water Department Roof	\$ 45,000.00	\$ 45,000.00	A/S	\$ -
Street Department Roof	\$ 173,700.00	\$ 173,700.00	A/S	\$ 134,200.00
Utility Rate Consultant	\$ 44,900.00	\$ 44,900.00	A/S	\$ 21,564.92
Salt Dome Design	\$ 25,000.00	\$ 25,000.00	A/NA	\$ -
Sewer - Smoke testing, Rain leader &/or backflow preventer installation program	\$ 247,400.00	\$ 247,400.00	S	\$ 14,013.00
Recreation Maintenance Building	\$ 24,000.00	\$ 24,000.00	A/S	\$ 15,831.00
Coal Miner Memorial Park	\$ 350,000.00	\$ 50,000.00	Earmarked	\$ -
Accessible Fishing Pier at Piney Dam Design	\$ 8,620.00	\$ 8,620.00	A/S	\$ -
LED Street Lighting Upgrades	\$ 28,662.00	\$ 28,662.00	A/S	\$ -
Lions Park LED Upgrade	\$ 24,000.00	\$ 8,345.19	A	\$ -
Piney Dam Valve Rebuild	\$ 30,250.00	\$ 30,250.00	Earmarked	\$ -
Police Live scan Fingerprinting	\$ 16,891.00	\$ 16,891.00	A	\$ -
Hoffman Disc Golf Course	\$ 8,500.00	\$ 8,500.00	A	\$ -
Frostburg Fire Department- Ladder Truck	\$ 1,600,000.00	\$ 500,000.00	A, Earmarked	\$ -
	Cumulative Total	\$ 6,143,238.35		
Remaining Funds		\$ 2,239,529.32		
Priority Project - Need				Remaining Funds, if project approved
Childcare Facility Construction	\$ 998,000.00	\$ 45,000.00		\$ 2,194,529.32
Police Tasers	\$ 60,492.00	\$ 60,942.00		\$ 2,133,587.32
CSO Phase X-A	\$ 1,600,000.00	\$ 800,000.00		\$ 1,333,587.32
Police IT	\$ 30,638.00	\$ 30,638.00		\$ 1,302,949.32
Parking Lot Design	\$ 50,000.00	\$ 50,000.00		\$ 1,252,949.32
Corporate Funds Expenses	\$ 400,000.00	\$ 400,000.00		\$ 852,949.32
Parking Lot Construction	\$ 400,000.00	\$ 400,000.00		\$ 452,949.32
Welcome Sign	\$ 10,000.00	\$ 10,000.00		\$ 442,949.32
Centennial Hill Water Line Replacement	\$ -	\$ -		
Salt Facility Construction	\$ -	\$ -		
Gateway Enhancement Project	TBD	\$ 500,000.00		
Standish/Beals Lane Sidewalk and Road	\$ 100,000.00	\$ 100,000.00		
Raw Water Transmission Main Project	\$ 800,000.00	\$ 600,000.00		
Raw Water Transmission Main Project Water Tank (4 million) 2 tanks	\$ -	\$ -		
	Cumulative Total	\$ 9,139,818.35		
Potential Project/Idea				
Complete Utility replacement in areas where infrastructure is aging (Meadow Road, Grandview)	\$ 500,000.00	\$ 500,000.00		
Parks and Recreation Upgrades and Repairs	\$ 113,000.00	\$ 80,000.00		
	Cumulative Total	\$ 9,719,818.35		



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-449087-44939.653NR

Issued: 01/13/2023

Quote Expiration: 06/30/2023

Estimated Contract Start Date: 08/01/2023

Account Number: 149902

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Business;Delivery;Invoice-37 S Broadway 37 S Broadway Frostburg, MD 21532-1731 USA	Frostburg Police Dept. - MD 37 S Broadway Frostburg, MD 21532-1731 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Nick Roche Phone: 6466611266 Email: nroche@axon.com Fax:	Chris Mullaney Phone: 301-689-3000 Email: cmullaney@frostburgcity.org Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$63,369.00
ESTIMATED TOTAL W/ TAX	\$63,369.00

Discount Summary

Average Savings Per Year	\$1,263.60
TOTAL SAVINGS	\$6,318.00

Payment Summary

Date	Subtotal	Tax	Total
Jul 2023	\$11,699.95	\$0.00	\$11,699.95
Jul 2024	\$12,168.05	\$0.00	\$12,168.05
Jul 2025	\$12,654.05	\$0.00	\$12,654.05
Jul 2026	\$13,159.75	\$0.00	\$13,159.75
Jul 2027	\$13,687.20	\$0.00	\$13,687.20
Total	\$63,369.00	\$0.00	\$63,369.00

Quote Unbundled Price: \$69,687.00
Quote List Price: \$63,369.00
Quote Subtotal: \$63,369.00

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
T7Cert	Taser 7 Certification Bundle	15	60	\$77.43	\$70.41	\$70.41	\$63,369.00	\$0.00	\$63,369.00
Total							\$63,369.00	\$0.00	\$63,369.00

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
Taser 7 Certification Bundle	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	15	07/01/2023
Taser 7 Certification Bundle	20018	TASER 7 BATTERY PACK, TACTICAL	18	07/01/2023
Taser 7 Certification Bundle	20160	TASER 7 HOLSTER - SAFARILAND, RH+ CART CARRIER	15	07/01/2023
Taser 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	45	07/01/2023
Taser 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	30	07/01/2023
Taser 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	45	07/01/2023
Taser 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	30	07/01/2023
Taser 7 Certification Bundle	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	30	07/01/2023
Taser 7 Certification Bundle	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	30	07/01/2023
Taser 7 Certification Bundle	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	15	07/01/2023
Taser 7 Certification Bundle	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	15	07/01/2023
Taser 7 Certification Bundle	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	07/01/2023
Taser 7 Certification Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	07/01/2023
Taser 7 Certification Bundle	74200	TASER 7 6-BAY DOCK AND CORE	1	07/01/2023
Taser 7 Certification Bundle	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1	07/01/2023
Taser 7 Certification Bundle	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	1	07/01/2023
Taser 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	30	07/01/2024
Taser 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	30	07/01/2024
Taser 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	30	07/01/2025
Taser 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	30	07/01/2025
Taser 7 Certification Bundle	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	30	07/01/2025
Taser 7 Certification Bundle	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	30	07/01/2025
Taser 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	30	07/01/2026
Taser 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	30	07/01/2026
Taser 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	30	07/01/2027
Taser 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	30	07/01/2027

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Taser 7 Certification Bundle	20248	TASER 7 EVIDENCE.COM LICENSE	15	08/01/2023	07/31/2028
Taser 7 Certification Bundle	20248	TASER 7 EVIDENCE.COM LICENSE	1	08/01/2023	07/31/2028

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Taser 7 Certification Bundle	80374	EXT WARRANTY, TASER 7 BATTERY PACK	18	07/01/2024	07/31/2028
Taser 7 Certification Bundle	80395	EXT WARRANTY, TASER 7 HANDLE	15	07/01/2024	07/31/2028
Taser 7 Certification Bundle	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1	07/01/2024	07/31/2028

Payment Details

Jul 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	T7Cert	Taser 7 Certification Bundle	15	\$11,699.95	\$0.00	\$11,699.95
Total				\$11,699.95	\$0.00	\$11,699.95

Jul 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	T7Cert	Taser 7 Certification Bundle	15	\$12,168.05	\$0.00	\$12,168.05
Total				\$12,168.05	\$0.00	\$12,168.05

Jul 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	T7Cert	Taser 7 Certification Bundle	15	\$12,654.05	\$0.00	\$12,654.05
Total				\$12,654.05	\$0.00	\$12,654.05

Jul 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	T7Cert	Taser 7 Certification Bundle	15	\$13,159.75	\$0.00	\$13,159.75
Total				\$13,159.75	\$0.00	\$13,159.75

Jul 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	T7Cert	Taser 7 Certification Bundle	15	\$13,687.20	\$0.00	\$13,687.20
Total				\$13,687.20	\$0.00	\$13,687.20

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

1/13/2023





Your Quote Is Ready

Your Personalized quote created by your sales representative is available for purchase.

Quickly and easily complete your order now through our secure online checkout before the expiration date on the Quote.

[Order Now](#)

Quote No. 3000142506051.1
Total \$30,637.76
Customer # 530030648392
Quoted On Jan. 25, 2023
Expires by Jan. 30, 2023

Sales Rep SARAH WRIGHT1
Phone (800) 456-3355, 512-513-9555
Email Sarah_Wright1@Dell.com
Billing To ELEINE JONES
CITY OF FROSTBURG POLICE DPT
37 S BROADWAY
FROSTBURG, MD 21532-1731

Message from your Sales Rep

Thank you for your quote request! Dell is now offering services to set up your new system and/or to help migrate your data to your new device. Please let me know if you'd like to see an updated quote reflecting these services. I'd be happy to answer any questions you may have. I can be reached at: Sarah_Wright1@dell.com 512-513-9555

Regards,
SARAH WRIGHT1

Additional Comments

60% of Small Businesses fail after a cyber attack. Are you protected? Ask me about Security.

Shipping Group

Shipping To	Shipping Method
ELEINE JONES CITY OF FROSTBURG POLICE DPT 37 S BROADWAY FROSTBURG, MD 21532-1731 (301) 697-2824	Expedited Delivery

Product	Unit Price	Quantity	Subtotal
Dell Latitude 5430 Rugged	\$2,175.61	10	\$21,756.10
Havis DS-DELL-426-3 - Docking station - GigE - for Dell Latitude 12, 14, 5414, 5420, 5424, 7214, 7424	\$731.26	10	\$7,312.60

DBC as low as \$920 / month^

Subtotal:	\$29,068.70
Shipping:	\$0.00
Environmental Fee:	\$0.00
Non-Taxable Amount:	\$2,917.70
Taxable Amount:	\$26,151.00
Estimated Tax:	\$1,569.06
<hr/>	
Total:	\$30,637.76

Special Financing Offers Available
[Learn more](#) about Dell Business Credit offers

Shipping Group Details

Shipping To

ELEINE JONES
CITY OF FROSTBURG POLICE DPT
37 S BROADWAY
FROSTBURG, MD 21532-1731
(301) 697-2824

Shipping Method

Expedited Delivery

			Quantity	Subtotal
Dell Latitude 5430 Rugged		\$2,175.61	10	\$21,756.10
Estimated delivery if purchased today: Feb. 06, 2023				
Description	SKU	Unit Price	Quantity	Subtotal
Dell Latitude 5430 Rugged	210-BCFW	-	10	-
Intel Core Processor i5-1135G7, (QC, 2.4 to 3.8 GHz, 28W, non-vPro)	379-BERT	-	10	-
Windows 11 Pro, English, French, Spanish	619-AQLP	-	10	-
Intel® Core™ non-vPro i5-1135G7 with Iris Xe Graphics	338-CCRK	-	10	-
ME Lockout MOD - Manageability	631-ADED	-	10	-
16GB, 2x8GB, 3200 MHz DDR4 Non-ECC	370-AGTH	-	10	-
512GB M.2 PCIe NVMe Class 35 Solid State Drive	400-BMRW	-	10	-
14" Non-touch 400 nits WVA FHD (1920 x 1080) 100% sRGB Anti-Glare	391-BGGF	-	10	-
English US RGB Backlit Sealed Internal keyboard	583-BILF	-	10	-
Intel AX210 WLAN Driver	555-BHCC	-	10	-
Intel AX210 Wireless Card with Bluetooth	555-BHCH	-	10	-
Hot surface warning label	389-ECGC	-	10	-
Primary 3 Cell 53.5 Whr ExpressCharge Capable Battery	451-BCWC	-	10	-
65W Type-C EPEAT Adapter	492-BCXP	-	10	-
Full Security - Fingerprint Reader, Contacted Smartcard Reader, Contactless Smartcard Reader	346-BHQJ	-	10	-
E4 Power Cord 1M for US	537-BBBL	-	10	-
Setup and Features Guide	340-CXCE	-	10	-
Dummy Airbay Cover	325-BEIV	-	10	-
ENERGY STAR Qualified	387-BBPC	-	10	-
Custom Configuration	817-BBBB	-	10	-
Mix Ship, Notebook, 5430 Rugged	340-CYJC	-	10	-
Microphone + RGB HD camera; Non-touch; WLAN/WWAN antennae; Pogo vehicle docking and RF passthrough	319-BBHS	-	10	-
EPEAT 2018 Registered (Silver)	379-BDTO	-	10	-
No Option Included	340-ACQQ	-	10	-
Additional USB-A rear port	590-TFHR	-	10	-
No additional TBT/Type-C port, w/ FPR	325-BEKF	-	10	-
Rigid handle	750-ADPK	-	10	-
Mail In Service 36 Months	709-BCVV	-	10	-
Prosupport Plus and Accidental Damage Service, 60 Month(s)	127-BBEM	-	10	-

ProSupport Plus and Next Business Day Onsite Service Extension, 24 Month(s)	199-BHJD	-	10	-
ProSupport Plus and Next Business Day Onsite Service Initial, 36 Month(s)	199-BHJG	-	10	-
ProSupport Plus and Keep Your Hard Drive, 60 Month(s)	711-BCEU	-	10	-
No Microsoft Office License Included	658-BCSB	-	10	-
Dell Applications for Windows 11	658-BFIP	-	10	-

			Quantity	Subtotal
Havis DS-DELL-426-3 - Docking station - GigE - for Dell Latitude 12, 14, 5414, 5420, 5424, 7214, 7424		\$731.26	10	\$7,312.60

Estimated delivery if purchased today:
Oct. 11, 2023

Description	SKU	Unit Price	Quantity	Subtotal
Havis DS-DELL-426-3 - Docking station - GigE - for Dell Latitude 12, 14, 5414, 5420, 5424, 7214, 7424	AB913619	-	10	-

Subtotal:	\$29,068.70
Shipping:	\$0.00
Environmental Fee:	\$0.00
Estimated Tax:	\$1,569.06
Total:	\$30,637.76

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

^DELL BUSINESS CREDIT (DBC): Offered to business customers by WebBank, who determines qualifications for and terms of credit. Taxes, shipping and other charges are extra and vary. The Total Minimum Payment Due is the greater of either \$20 or 3% of the New Balance shown on the statement rounded up to the next dollar, plus all past due amounts. Dell and the Dell logo are trademarks of Dell Inc.



Frostburg Police: Professional Service Agreement (BWC/COMS)

Quote created on May 17, 2022 - Reference: 20220517-100449208

FROSTBURG MD Police
37 South Broadway, PO BOX 440
Frostburg, MD 21202
United States

C Mullaney
Sergeant
cmullaney@frostburgcity.org

Comments

The pricing in this proposal represents the total turn-key price for a 5 year term.

*40% down first year while years two through five are paid equal annual payments.

*NO CAD Integration or Activation

Troy Bacon - Business Manager at Utility Associates, Inc.



Products & Services

BodyWorn and Rocket IoT Communications Bundle

10 x \$9,710.00

SKU BWC-H/S-4005

for 5 years

BodyWorn Camera and Mount, Holster Sensor, Media Controller, Rocket IoT for high speed data communication, OBD 2, AVaiL Web SaaS, Warranty, and 24/7 Technical Support, Installation, Training.

BodyWorn Bundle

7 x \$6,320.00

SKU BW-H/S-4005

for 5 years

BodyWorn Camera and Mount, Holster Sensor, Media Controller, AVaiL Web SaaS, Warranty, and 24/7 Technical Support, Installation, Training.

One-time subtotal \$141,340.00

Marquee Customer Discount \$28,260.00

Total **\$113,080.00**

This quote expires on August 15, 2022.

Purchase Terms

Payment Schedule:

Year 1: \$45,232.00

Year 2: \$16,962.00

Year 3: \$16,962.00

Year 4: \$16,962.00

Year 5: \$16,962.00

Total: \$113,080.00

Signature

Signature

Date

Printed name

Questions? Contact me



Troy Bacon

Business Manager

tbacon@utility.com



Utility Associates, Inc.

250 E. Ponce de Leon Ave, Suite 700

Decatur, GA 30030

US

Lashley Construction Co., Inc.

16505 Lashley Dr, SW
Frostburg, Md 21532

Phone: 301-689-9642
Fax: 301-689-2565

PROPOSED CHANGE ORDER No. 00003

TITLE: Time extension

DATE: 12/6/2022

PROJECT: Frostburg IX-B Stoyer Street

CONTRACT:

TO: City of Frostburg
37 Broadway Street
Frostburg, MD 21532

ATTN: Mike Femi

DESCRIPTION OF PROPOSAL

Time extension request:

Bad weather days - 24 calendar days

04/18/2022, 04/19/2022, 04/20/2022, 04/21/2022, 04/22/2022, 04/26/2022, 05/06/2022, 05/13/2022, 05/24/2022, 05/27/2022,
06/07/2022, 06/27/2022, 07/18/2022, 07/25/2022, 07/29/2022, 08/05/2022, 08/22/2022, 08/30/2022, 09/05/2022, 09/7/2022,
09/08/2022, 09/19/2022, 10/13/2022, 11/15/2022

Extension of water lines on Stoyer Street from Maple to Beall Street - 30 days

Additional sidewalks and steps - 12 days

Additional undercutting on Maple & Beall Streets - 14 days

Additional time waiting on concrete - 10 days

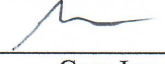
Additional time waiting on water line supplies - 62 days

Total: \$0.00

The contract time will be increased 152 calendar days

APPROVAL:

Lashley Construction Co., Inc.

By: 
Gary Imes

Date: 12/6/22

City of Frostburg

By: _____
Mike Femi

Date: _____

Original Completion Date	September 06, 2021
Previous time request	282 days
This time request	152 days
Total time request	434 days
Revised completion date	November 15, 2022



1830 Craig Park Court
St. Louis, MO 63146

DUPLICATE
INVOICE

Invoice # R329008
Invoice Date 8/30/22
Account # 156128
Sales Rep MARK STERLING
Phone # 304-263-6986
Branch #514 Martinsburg, WV
Total Amount Due \$9,547.47

Remit To:
CORE & MAIN LP
PO BOX 28330
ST LOUIS, MO 63146

LASHLEY CONSTRUCTION CO INC
16505 LASHLEY DR SW
FROSTBURG MD 21532-3458

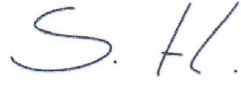
Shipped To:
LASHLEY CONSTRUCTION CO INC
Ship To Frostburg Shop
to replace material borrowed
FROSTBURG, MD

CUSTOMER JOB- FROSTBG FROSTBURG CSO IX

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice#
8/02/22	8/29/22	GARY	FROSTBURG CSO IX	FROSTBG		CORE & MAIN LP	R329008

Product Code	Description	Quantity		B/O	Price	UM	Extended Price
		Ordered	Shipped				
531606DAD	16X6 AD MJ TAP SLV F/DI	1	1		8507.05000 EA		8,507.05

Proof of Delivery
Signed by: 
Shawn Headley
08/29/2022 13:48

Freight	Delivery	Handling	Restock	Misc
\$500.00				

Terms: NET 30
Ordered By: MARK STERLING

Subtotal: 8,507.05
Other: 500.00
Tax: 540.42
Invoice Total: \$9,547.47

This transaction is governed by and subject to Core & Main's standard terms and conditions, which are incorporated by reference and accepted.
To review these terms and conditions, please visit: <http://tandc.coreandmain.com/>



1830 Craig Park Court
St. Louis, MO 63146

DUPLICATE
INVOICE

Invoice # P285441
Invoice Date 8/12/21
Account # 156128
Sales Rep MARK STERLING
Phone # 304-263-6986
Branch #514 Martinsburg, WV
Total Amount Due \$21,829.34

Remit To:
CORE & MAIN LP
PO BOX 28330
ST LOUIS, MO 63146

LASHLEY CONSTRUCTION CO INC
16505 LASHLEY DR SW
FROSTBURG MD 21532-3458

Shipped To:
16505 LASHLEY DR SW
FROSTBURG, MD

CUSTOMER JOB- FROSTBG FROSTBURG CSO IX

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice#
7/21/21	8/10/21	GARY	FROSTBURG CSO IX	FROSTBG		CORE & MAIN LP	P285441

Product Code	Description	Quantity		B/O	Price	UM	Extended Price
		Ordered	Shipped				
3907C4433NL	C44-33NL 3/4" NO LEAD CPLG PJ CTS BID SEQ# 350	6	6		21.25000 EA		127.50
390507C4413NL	C44-13NL 1/2X3/4 PJCTS CPLG (NO LEAD) BID SEQ# 360	2	2		22.00000 EA		44.00
3907I51	#51 3/4 SS INSERT F/CTS PE BID SEQ# 370	30	30		2.82000 EA		84.60
21T06T060M	6 MJ TEE C153 USA BID SEQ# 400	2	2		196.32000 EA		392.64
21T06R04M	6X4 MJ RED C153 USA BID SEQ# 410	2	2		79.37000 EA		158.74
21T06R03M	6X3 MJ RED C153 USA BID SEQ# 420	1	1		88.55000 EA		88.55
21T08X060M	8X6 MJ CROSS C153 USA BID SEQ# 430	1	1		378.43000 EA		378.43
0920E200C1	2X100' CTS PE TUBING 200PSI PE3408 NSF SDR-9 D2737 BID SEQ# 440	100	100		1.89000 FT		189.00
51082508MLA	8 AFC 2508MM MJ RW GV OL L/ACC DI BODY BID SEQ# 450	2	2		1094.73000 EA		2,189.46
59V562SD	562-S VLV BOX W/LID DOM 144946/145011/145325 16T, 24B, WATER DROP IN LID BID SEQ# 460	1	1		154.13000 EA		154.13
54FTSS178006A	FTSS-1780-6A 16X6 SS TAP SLV CARBON STL FLG OD 17.40-17.80 BID SEQ# 470	1	1		1204.53000 EA		1,204.53

for
1204.53
72.27
1276.80

CONTINUED... Page: 2

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SPECS, INC

105 S CENTRE STREET
CUMBERLAND, MD 21502
301.777.2510

PROJECT Phase IX-B
PROJECT NO. 4783
Date:

28-Nov-22

CHANGE ORDER 2

Extension of Water Lines on Stoyer Street from Maple to Beall Street. Part of this work was originally scheduled for Phase IX-C, but because of failed water line an inability of water utility to shut it off while maintiang service to customers, work was moved to Phase IX-B. Time requested for the Change Order was 30 days.

No	Item	Description	Quantity	Units	Unit Price	Total Price
1	8014	6 INCH WATERLINE	300	LINEAR FEET	\$ 75.00	\$ 22,500.00
2	8016	6 INCH GATE VALVE AND VALVE BOX	1	EACH	\$ 1,300.00	\$ 1,300.00
3	5002	HOT MIX ASPHALT SUPERPAVE 12.5mm FOR SURFACE, PG64-22,	70	TON	\$ 101.00	\$ 7,070.00
4	5003	HOT MIX ASPHALT SUPERPAVE 19.0mm FOR BASE, PG64-22,	133	TON	\$ 86.00	\$ 11,438.00
5	5007	GRINDING ASPHALT PAVEMENT 0 INCH TO 2 INCH	1088	SQUARE YARDS	\$ 8.00	\$ 8,704.00
6	8011	3/4 INCH WATERLINE	126	LINEAR FEET	\$ 40.00	\$ 5,040.00
7						
		Time requested: 30 days				

Material change of tapping sleeve from stainless steel to cast iron on College Avenue (sheet C1.0) at demand of water utility.

6	8018.1	16X6 TAPPING SLEEVE AND VALVE	1	EACH	\$ 3,500.00	\$ 3,500.00
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Additional sidewalk on Stoyer street At inlet I-57, I-56 and XI-10

7	6001	5 INCH REINFORCED CONCRETE SIDEWALK	625	SQUARE FEET	\$ 13.00	\$ 8,125.00
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Time requested: 12

SUBTOTAL \$ 67,677.00

Additional time Requested - Concrete Delays: 10 days
Additional Time Requested- Rain days: 24 days
Additional Time Requested- material delays : 62 days
Additional Time Requested: Maple Street Undercut: 14 days


Total This Change Order	\$ 67,677.00
Contract Sum Modifications by Previous Change Orders	\$ 459,146.25
Contract Sum Modification this Change Order	\$ 67,677.00
Revised Contract Sum of all Change Order	\$ 526,823.25

Original Contract Sum \$ 1,591,140.00

Final Contract Sum Including All Change Orders \$ 2,117,963.25

Contract Time Charge Start Date:	September 11, 2020
Original Time to Completion (Calendar Days)	360
Original Completion Date	September 6, 2021
Time Requested Per Previous Change Orders	282
Time Requested This Change Order	152
Total Time Requested	434


Revised Completion Date November 14, 2022

RECOMMENDED BY: 
President
SPECS, Inc.

DATE: Jan 3, 2023

ACCEPTED BY: 
Title:
Lashley Construction Co.

DATE: Jan 5, 2023

APPROVED BY: 
Director of Engineering
City of Frostburg

DATE: Jan 3, 2023












5287 Phase IX-B Change Order 2

Final Audit Report

2023-01-05

Created:	2023-01-03
By:	Raymond Rase (rrase@specseng.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAX9nkfQGS7X3NjrIbcGx_xpWORFJctQ0

"5287 Phase IX-B Change Order 2" History

-  Document created by Raymond Rase (rrase@specseng.com)
2023-01-03 - 7:37:26 PM GMT
-  Document emailed to lashleyconst@atlanticbb.net for signature
2023-01-03 - 7:38:53 PM GMT
-  Document emailed to Raymond Rase (rrase@specseng.com) for signature
2023-01-03 - 7:38:53 PM GMT
-  Document emailed to Hayden Lindsey (hlindsey@frostburgcity.org) for signature
2023-01-03 - 7:38:53 PM GMT
-  Document e-signed by Raymond Rase (rrase@specseng.com)
Signature Date: 2023-01-03 - 7:39:00 PM GMT - Time Source: server
-  Email viewed by Hayden Lindsey (hlindsey@frostburgcity.org)
2023-01-03 - 8:50:50 PM GMT
-  Document e-signed by Hayden Lindsey (hlindsey@frostburgcity.org)
Signature Date: 2023-01-03 - 8:51:00 PM GMT - Time Source: server
-  Email viewed by lashleyconst@atlanticbb.net
2023-01-03 - 9:06:51 PM GMT
-  Signer lashleyconst@atlanticbb.net entered name at signing as Gary Imes
2023-01-05 - 5:50:02 PM GMT
-  Document e-signed by Gary Imes (lashleyconst@atlanticbb.net)
Signature Date: 2023-01-05 - 5:50:04 PM GMT - Time Source: server
-  Agreement completed.
2023-01-05 - 5:50:04 PM GMT



Adobe Acrobat Sign

SPECS, INC

105 S CENTRE STREET
CUMBERLAND, MD 21502
301.777.2510

PROJECT Phase IX-B
PROJECT NO. 5287
Date:

14-Dec-22

CHANGE ORDER 3- CLOSEOUT

This change order addresses contract quantity closeouts. Explanation is provided for quantities that exceed 10% of the estimated quantity. It also includes work for part of Add alternate No. 2 which was added back into the project.

Base Bid

No	Item	Description	Quantity	Units	Unit Price	Total Price
1	1006	CR-6 AGGREGATE FOR MAINTENANCE OF TRAFFIC Additional needed for ped safety and hillside.	40	TONS	\$ 29.00	\$ 1,160.00
2	1007	HOT MIX ASPHALT FOR MAINTENANCE OF TRAFFIC Owner requested for trench patching	17.38	TONS	\$ 100.00	\$ 1,738.00
3	1009	TEMPORARY ORANGE CONSTRUCTION FENCE Not used.	-150	LINEAR FEET	\$ 3.50	\$ (525.00)
4	1010	REMOVE AND RESET TEMPORARY ORANGE CONSTRUCTION Note Used	-150	LINEAR FEET	\$ 3.00	\$ (450.00)
5	2001	BORROW EXCAVATION Not Used.	-150	CUBIC YARDS	\$ 35.00	\$ (5,250.00)
6	2002	TEST PIT EXCAVATION Extra test pitting on Stoyer- Gas interference	3.97	CUBIC YARDS	\$ 59.00	\$ 234.23
7	2003	CLASS 1 EXCAVATION	272.83	CUBIC YARDS	\$ 25.00	\$ 6,820.75
8	2004	CLASS 1-A EXCAVATION Undercut on Beall and Maple Streets	59.46	CUBIC YARDS	\$ 30.00	\$ 1,783.80
9	2005	GEOSYNTHETIC STABILIZED SUBGRADE USING GRADED AGG Maple and Beal Undercut	13.82	CUBIC YARDS	\$ 70.00	\$ 967.40
10	2006	REMOVE EXISTING MASONRY OR CONCRETE Older inlets had filled bottoms and were bigger than anticipated.	6.47	CUBIC YARDS	\$ 240.00	\$ 1,552.80
11	3001	FILTER SOCK-12 INCH Not Used	-50	LINEAR FEET	\$ 9.00	\$ (450.00)
12	3002	REMOVE AND RESET FILTER SOCK Not Used	-400	LINEAR FEET	\$ 8.00	\$ (3,200.00)
13	3003	INLET PROTECTION Required for Sediment control sequencing	4	EACH	\$ 180.00	\$ 720.00
14	3004	TEMPORARY ASPHALT BERM Not used. Additional HMA for MOT used instead	-30	TONS	\$ 150.00	\$ (4,500.00)
14	3005	4 INCH CORRUGATED POLYETHYLENE PIPE	-25	LINEAR FEET	\$ 30.00	\$ (750.00)
15	3006	6 INCH CORRUGATED POLYETHYLENE PIPE	49	LINEAR FEET	\$ 35.00	\$ 1,715.00
16	3007	12 INCH CORRUGATED POLYETHYLENE PIPE, TYPE S	-28	LINEAR FEET	\$ 65.00	\$ (1,820.00)
17	3008	15 INCH CORRUGATED POLYETHYLENE PIPE, TYPE S	-20	LINEAR FEET	\$ 75.00	\$ (1,500.00)
18	3009	18 INCH CORRUGATED POLYETHYLENE PIPE, TYPE S	-20	LINEAR FEET	\$ 115.00	\$ (2,300.00)
19	3010	24 INCH CORRUGATED POLYETHYLENE PIPE, TYPE S	-20	LINEAR FEET	\$ 120.00	\$ (2,400.00)
20	3019	SINGLE WR INLET-VERTICAL DEPTH	1	LINEAR FEET	\$ 405.00	\$ 405.00
21	3022	STORM LATERAL CONNECTION	-5	EACH	\$ 300.00	\$ (1,500.00)
22	3023	BRICK MASONRY FOR MISCELLANEOUS STRUCTURES Required to brick up several pipes which were abandoned in place.	14.56	CUBIC YARDS	\$ 750.00	\$ 10,920.00
23	3024	MIX 3 CONCRETE FOR PIPE ENCASEMENT	-2	CUBIC YARDS	\$ 290.00	\$ (580.00)
24	3025	CL3 EXCAV/INCLD CONSTR	-16.3	CUBIC YARDS	\$ 45.00	\$ (733.50)
25	3027	MIX 3 CONCRETE FOR MISCELLANEOUS STRUCTURES Required for additional steps for grade transitions	22.5	CUBIC YARDS	\$ 440.00	\$ 9,900.00
26	3028	ROOF LEADER CONNECTION	-7	EACH	\$ 500.00	\$ (3,500.00)
27	3029	STABILIZED CONSTRUCTION ENTRANCE	-1	EACH	\$ 500.00	\$ (500.00)

SPECS, INC

105 S CENTRE STREET
CUMBERLAND, MD 21502
301.777.2510

PROJECT Phase IX-B
PROJECT NO. 5287
Date:

14-Dec-22

CHANGE ORDER 3- CLOSEOUT

28	5001	HOT MIX ASPHALT SUPERPAVE 9.5mm WEDGE AND LEVEL	-2.26	TON	\$	120.00	\$	(271.20)
29	5002	HOT MIX ASPHALT SUPERPAVE 12.5mm FOR SURFACE, PG64-2	-78.75	TON	\$	101.00	\$	(7,953.75)
30	5003	HOT MIX ASPHALT SUPERPAVE 19.0mm FOR BASE, PG64-22, Not used	-134.44	TON	\$	86.00	\$	(11,561.84)
31	5004	4 INCH CRUSHER RUN AGGREGATE CR-6	-16.65	SQUARE YARDS	\$	10.00	\$	(166.50)
32	5005	6 INCH CRUSHER RUN AGGREGATE GAB	-51.68	SQUARE YARDS	\$	13.65	\$	(705.43)
33	5006	12 INCH CRUSHER RUN AGGREGATE GAB (2-6 INCH LIFTS)	-10	SQUARE YARDS	\$	27.00	\$	(270.00)
34	5007	GRINDING ASPHALT PAVEMENT 0 INCH TO 2 INCH Milling on College avenue to force water into inlets.	3440.58	SQUARE YARDS	\$	8.00	\$	27,524.64
35	5008	12 INCH WHITE THERMOPLASTIC PAVEMENT MARKINGS	215	LINEAR FEET	\$	12.00	\$	2,580.00
36	6001	5 INCH REINFORCED CONCRETE SIDEWALK	185	SQUARE FEET	\$	13.00	\$	2,405.00
37	6002	DETECTABLE WARNING SURFACES	-46	SQUARE FEET	\$	50.00	\$	(2,300.00)
38	6003	MODIFIED TYPE D CURB	-80	LINEAR FEET	\$	39.00	\$	(3,120.00)
39	6004	TYPE C CURB	30	LINEAR FEET	\$	45.00	\$	1,350.00
40	7001	TEMPORARY SEEDING & MULCHING	-5	LBS	\$	45.00	\$	(225.00)
41	7002	PERMANENT SEEDING	-28.88	SQUARE YARDS	\$	2.00	\$	(57.76)
42	7003	PLACING FURNISHED TOPSOIL 4 INCH DEPTH	-12.07	SQUARE YARDS	\$	7.00	\$	(84.49)
43	8001	6 INCH PVC SDR 35 SANITARY SEWER Laterals field verified and some were eliminated.	-225	LINEAR FEET	\$	70.00	\$	(15,750.00)
44	8002	8 INCH PVC SDR 35 SANITARY SEWER	46	LINEAR FEET	\$	72.00	\$	3,312.00
45	8003	12 INCH PVC SDR 35 SANITARY SEWER	-6	LINEAR FEET	\$	105.00	\$	(630.00)
46	8004	15 INCH PVC SDR 35 SANITARY SEWER	-5	LINEAR FEET	\$	120.00	\$	(600.00)
47	8006	6 INCH CLEANOUT WITH PLASTIC COVER	-14	EACH	\$	140.00	\$	(1,960.00)
48	8007	6 INCH CLEANOUT WITH CAST IRON COVER	-29	EACH	\$	155.00	\$	(4,495.00)
49	8008	48 INCH DIAMETER MANHOLE - MODIFIED FOR SANITARY - MIN	-1	EACH	\$	3,450.00	\$	(3,450.00)
50	8009	48 INCH DIAMETER MANHOLE - MODIFIED FOR SANITARY - VER	2	LINEAR FEET	\$	360.00	\$	720.00
51	8010	8 INCH LAMP HOLE lines extended past manholes that were dead-ended. Allesys 39 and 40	3	EACH	\$	400.00	\$	1,200.00
52	8012	2 INCH WATER LINE	28	LINEAR FEET	\$	60.00	\$	1,680.00
53	8019	WATER SERVICE LATERAL	7	EACH	\$	900.00	\$	6,300.00
54	8021	SMOKE TESTING ALLOWANCE Only partially used. Remander to be tested in Phase IX-C	1	LUMP SUM	\$	(18,583.00)	\$	(18,583.00)
55	8014	6 INCH WATERLINE CO 2	0	LINEAR FEET	\$	75.00	\$	-
56	8016	6 INCH GATE VALVE AND VALVE BOX CO 2	0	EACH	\$	1,300.00	\$	-
57	8011	3/4 INCH WATERLINE CO 2	0	LINEAR FEET	\$	40.00	\$	-
					Total Base Bid \$			(17,153.85)

SPECS, INC

105 S CENTRE STREET
CUMBERLAND, MD 21502
301.777.2510

PROJECT Phase IX-B
PROJECT NO. 5287
Date:

14-Dec-22

CHANGE ORDER 3- CLOSEOUT

ADD Alt No. 1

No	Item	Description	Quantity	Units	Unit Price	Total Price
58	1006.1	CR-6 AGGREGATE FOR MAINTENANCE OF TRAFFIC	65.6	TONS	29	\$ 1,902.40
59	1007.1	HOT MIX ASPHALT FOR MAINTENANCE OF TRAFFIC	13	TONS	100	\$ 1,300.00
60	2001.1	BORROW EXCAVATION Not used.	-200	CUBIC YARDS	35	\$ (7,000.00)
61	2002.1	TEST PIT EXCAVATION	2.87	CUBIC YARDS	59	\$ 169.33
62	2003.1	CLASS 1 EXCAVATION Not used.	-59.62	CUBIC YARDS	25	\$ (1,490.50)
63	2004.1	CLASS 1-A EXCAVATION	-35	CUBIC YARDS	30	\$ (1,050.00)
64	3001.1	FILTER SOCK	-100	LINEAR FEET	9	\$ (900.00)
65	3002.1	REMOVE AND RESET FILTER SOCK	-50	LINEAR FEET	8	\$ (400.00)
66	3003.1	INLET PROTECTION	-10	EACH	180	\$ (1,800.00)
67	3004.1	TEMPORARY ASPHALT BERM	-5	TONS	150	\$ (750.00)
68	3006.1	6 INCH CORRUGATED POLYETHYLENE PIPE	-85	LINEAR FEET	35	\$ (2,975.00)
69	3007.1	12 INCH CORRUGATED POLYETHYLENE PIPE, TYPE S	-51	LINEAR FEET	65	\$ (3,315.00)
70	3028.1	ROOF LEADER CONNECTION	-4	EACH	500	\$ (2,000.00)
71	5001.1	HOT MIX ASPHALT SUPERPAVE 9.5mm WEDGE AND LEVEL	1.44	TON	120	\$ 172.80
72	5002.1	HOT MIX ASPHALT SUPERPAVE 12.5mm FOR SURFACE, PG64-22	-12	TON	101	\$ (1,212.00)
73	5003.1	HOT MIX ASPHALT SUPERPAVE 19.0mm FOR BASE, PG64-22,	-30.97	TON	86	\$ (2,663.42)
74	5005.1	6 INCH CRUSHER RUN AGGREGATE GAB	-53.89	SQUARE YARDS	13.65	\$ (735.60)
75	5006.1	12 INCH CRUSHER RUN AGGREGATE GAB (2-6 INCH LIFTS)	-53.33	SQUARE YARDS	27	\$ (1,439.91)
76	5007.1	GRINDING ASPHALT PAVEMENT 0 INCH TO 2 INCH Cobble stone on Charles (thought to have been previously removed)	4535.56	SQUARE YARDS	8	\$ 36,284.48
77	5008.1	12 INCH WHITE THERMOPLASTIC PAVEMENT MARKINGS	-40	LINEAR FEET	12	\$ (480.00)
78	6001.1	6 INCH REINFORCED CONCRETE SIDEWALK Beall Street Sewer taps. Driveway apron to church (owner did not want HMA)	684.4	SQUARE FEET	13	\$ 8,897.20
79	6002.1	DETECTABLE WARNING SURFACES	-36	SQUARE FEET	50	\$ (1,800.00)
80	6003.1	MODIFIED TYPE D CURB	-52	LINEAR FEET	39	\$ (2,028.00)
81	6004.1	TYPE C CURB	-11	LINEAR FEET	45	\$ (495.00)
82	7001.1	TEMPORARY SEEDING & MULCHING	-10	LBS	45	\$ (450.00)
83	8001.1	6 INCH PVC SDR 35 SANITARY SEWER Upsized to 8"	-107	LINEAR FEET	70	\$ (7,490.00)
84	8002.1	8 INCH PVC SDR 35 SANITARY SEWER Line extensions on Beall Street and Charles.	54	LINEAR FEET	72	\$ 3,888.00

SPECS, INC

105 S CENTRE STREET
CUMBERLAND, MD 21502
301.777.2510

PROJECT Phase IX-B
PROJECT NO. 5287
Date:

14-Dec-22

CHANGE ORDER 3- CLOSEOUT

85	8004.1	15 INCH PVC SDR 35 SANITARY SEWER	-10	LINEAR FEET	120	\$	(1,200.00)
86	8005.1	6 INCH PVC SANITARY SEWER CONNECTION	1	EACH	250	\$	250.00
87	8006.1	6 INCH CLEANOUT WITH PLASTIC COVER	5	EACH	140	\$	700.00
88	8010.1	8 INCH LAMP HOLE	-1	EACH	400	\$	(400.00)
89	8011.1	3/4 INCH WATERLINE	44	LINEAR FEET	40	\$	1,760.00
90	8014.1	6 INCH WATERLINE	-1	LINEAR FEET	75	\$	(75.00)
91	8019.1	WATER SERVICE LATERAL	3	EACH	900	\$	2,700.00
92	8018.1	16X6 TAPPING SLEEVE AND VALVE Change order No 2	0	EACH	3500	\$	-
Total Alt 1						\$	15,874.78

SPECS, INC


105 S CENTRE STREET
CUMBERLAND, MD 21502
301.777.2510

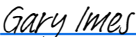
PROJECT Phase IX-B
PROJECT NO. 5287
Date:


14-Dec-22

CHANGE ORDER 3- CLOSEOUT

Total This Change Order		\$	(1,279.07)
Contract Sum Modifications by Previous Change Orders	\$	526,823.25	
Contract Sum Modification this Change Order	\$	(1,279.07)	
Revised Contract Sum of all Change Orders	\$	525,544.18	
Original Contract Sum		\$	1,591,140.00
Final Contract Sum Including All Change Orders		\$	2,116,684.18
Time Requested This Change Order (Days)			0
Contract Time Charge Start Date:	September 11, 2020		
Original Time to Completion (Calendar Days)	360		
Original Completion Date	September 6, 2021		
Time Requested Per Previous Change Orders	434		
Time Requested This Change Order	0		
Total Time Requested	434		
Revised Completion Date		November 14, 2022	

RECOMMENDED BY:  DATE: Jan 3, 2023
President
SPECS, Inc.

ACCEPTED BY:  DATE: Jan 5, 2023
Title: Gary Imes (Jan 5, 2023 12:51 EST)
Lashley Construction Co.

APPROVED BY:  DATE: Jan 3, 2023
Director of Engineering
City of Frostburg












5287 Phase IX-B Change Order 3-closeout

Final Audit Report

2023-01-05

Created:	2023-01-03
By:	Raymond Rase (rrase@specseng.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAYzQtCXXZ2FVhmj3LurStPaU-Lemvo4wo

"5287 Phase IX-B Change Order 3-closeout" History

-  Document created by Raymond Rase (rrase@specseng.com)
2023-01-03 - 7:40:05 PM GMT
-  Document emailed to lashleyconst@atlanticbb.net for signature
2023-01-03 - 7:40:42 PM GMT
-  Document emailed to Raymond Rase (rrase@specseng.com) for signature
2023-01-03 - 7:40:42 PM GMT
-  Document emailed to Hayden Lindsey (hlindsey@frostburgcity.org) for signature
2023-01-03 - 7:40:42 PM GMT
-  Document e-signed by Raymond Rase (rrase@specseng.com)
Signature Date: 2023-01-03 - 7:40:54 PM GMT - Time Source: server
-  Email viewed by Hayden Lindsey (hlindsey@frostburgcity.org)
2023-01-03 - 8:51:37 PM GMT
-  Document e-signed by Hayden Lindsey (hlindsey@frostburgcity.org)
Signature Date: 2023-01-03 - 8:51:45 PM GMT - Time Source: server
-  Email viewed by lashleyconst@atlanticbb.net
2023-01-03 - 9:07:54 PM GMT
-  Signer lashleyconst@atlanticbb.net entered name at signing as Gary Imes
2023-01-05 - 5:51:00 PM GMT
-  Document e-signed by Gary Imes (lashleyconst@atlanticbb.net)
Signature Date: 2023-01-05 - 5:51:02 PM GMT - Time Source: server
-  Agreement completed.
2023-01-05 - 5:51:02 PM GMT



Adobe Acrobat Sign

Change Order

Vertex Roofing Contractors Inc.

12050 Cadet Ct

Manassas VA

20109

Date: 01/10/2023

Owner: City of Frostburg

Contractor: Vertex Roofing Contractors

Project name: Replacement of Roof at City Street Buidling

Change order number: 1

Original contract date: October 24, 2022

You are directed to make the following changes in this contract:

Remove and replace 1 roof drain

The original contract sum was:

\$ 131,400.00

Net amount of previous change orders:

0.00

Total original contract amount plus net change orders: Total

\$131,400.00

amount of this change order:

\$2,800.00

The new contract amount including this change order will be:

\$134,200.00

The contract time will be changed by the following number of days:

(1)Days

The date of completion as of the date of this change order is:

01/16/2023

Contractor:

Vertex Roofing Contractors Inc.

Owner:

Company name
12050 Cadet Ct

Name

Address
Manassas VA 20109

Address

City, State, Zip

City, State, Zip

01/10/2023

Date

Date

Signature Jonathan Zimmer President

Signature

Change Order

Vertex Roofing Contractors Inc.

12050 Cadet Ct

Manassas VA

20109

Date: 01/16/2023

Owner: City of Frostburg

Contractor: Vertex Roofing Contractors

Project name: Replacement of Roof at City Street Building

Change order number: 2

Original contract date: October 24, 2022

You are directed to make the following changes in this contract:
Original Contract: Prepare roof area for 2nd layer roof installation. Install new 1/2" cover board, install new TPO membrane to include perimeter.
Change to Contract: Fully remove and discard 2 layers of roofing material down to concrete deck. Install new 4" roof drain. Prepare concrete deck surface for new insulation. Install new tapered insulation system to provide proper drain flow to drain.

The original contract sum was:	\$ 131,400.00
Net amount of previous change orders:	2,800.00
Total original contract amount plus net change orders: Total	\$134,200.00
amount of this change order:	\$39,500.00
The new contract amount including this change order will be:	\$173,700.00
The contract time will be changed by the following number of days:	(5)Days
The date of completion as of the date of this change order is:	01/23/2023

Contractor:

Vertex Roofing Contractors Inc.

Company name
12050 Cadet Ct

Address
Manassas VA 20109

City, State, Zip

01/18/2023

Date

Signature Jonathan Zimmer President

Owner:

Name

Address

City, State, Zip

Date

Signature

Com-Bro Contracting
5968 Avalon Dr
Elkridge, MD 21075 US
443-812-3531
james.compton@com-bro.com
www.com-bro.com



INVOICE

BILL TO
City Of Frostburg Public Works
37 Broadway Street
Frostburg, MD 21532

INVOICE # 1038
DATE 08/30/2022
DUE DATE 09/29/2022
TERMS Net 30

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
08/30/2022	Sales	Please see attached schedule of values	1	90,967.25	90,967.25

BALANCE DUE **\$90,967.25**

Replacement of Bulk Chlorine Tank
 Jobette Address: 19400 National Highway NW Frostburg, MD 21532
 PO #: 2105
 Contract #

Com-Bro Contracting, Inc.
 Com-Bro Address: 8968 Avalon Drive Ellicott, MD 21075
 Tax ID #: 03-3145828

Schedule of Values

ITEM NO.	ACTIVITY DESCRIPTION	QTY.	UNIT PRICE	BUDGETED VALUE	PREVIOUS AMOUNT COMPLETE	% COMPLETE PREVIOUS	% COMPLETE THIS MONTH	AMOUNT THIS MONTH	AMOUNT COMPLETE TO DATE	BALANCE TO COMPLETE
BID ITEMS										
A-1	Mobilization	1	\$ 20,000.00	\$ 20,000.00	\$ 10,000.00	50.00%	50.00%	\$ 10,000.00	\$ 20,000.00	\$ -
A	Project Management	1	\$ 8,800.00	\$ 8,800.00	\$ 2,960.00	33.18%	33.18%	\$ 2,960.00	\$ 8,800.00	\$ -
B	Mobilization	1	\$ 7,000.00	\$ 7,000.00	\$ 4,900.00	70.00%	70.00%	\$ 2,100.00	\$ 7,000.00	\$ -
C	Insurance	1	\$ -	\$ -	\$ -	0.00%	0.00%	\$ -	\$ -	\$ -
A-2	Replace Bulk Chlorine Tank	1	\$ 18,000.00	\$ 18,000.00	\$ -	0.00%	0.00%	\$ -	\$ -	\$ -
A	Removal of existing bulk chlorine tank	1	\$ 60,000.00	\$ 60,000.00	\$ -	0.00%	100.00%	\$ 60,000.00	\$ 60,000.00	\$ -
B	Furnish and install new bulk chlorine tank	1	\$ 4,000.00	\$ 4,000.00	\$ -	0.00%	100.00%	\$ 4,000.00	\$ 4,000.00	\$ -
C	Replacement of in-kind items to replace tank	1	\$ 4,000.00	\$ 4,000.00	\$ -	0.00%	80.00%	\$ 3,200.00	\$ 3,200.00	\$ 800.00
D	Replacement of ladder	1	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	100.00%	0.00%	\$ -	\$ 4,000.00	\$ -
TOTAL FOR PART A - BASE BID ITEMS				\$ 116,800.00	\$ 21,450.00			\$ 84,860.00	\$ 116,800.00	\$ 800.00
PART C - CHANGE ORDERS										
	Viton Gasket Upgrade	1	\$ 1,855.00	\$ 1,855.00	\$ -	0.00%	100.00%	\$ 1,855.00	\$ 1,855.00	\$ -
	Level Sensor Credit	1	\$ (450.00)	\$ (450.00)	\$ -	0.00%	100.00%	\$ (450.00)	\$ (450.00)	\$ -
	Causc 90 Bend Repair	1	\$ 3,220.00	\$ 3,220.00	\$ -	0.00%	0.00%	\$ -	\$ -	\$ 3,220.00
TOTAL FOR PART C - CHANGE ORDER TOTALS				\$ 4,425.00	\$ -			\$ 1,205.00	\$ 1,205.00	\$ 3,220.00
PROJECT TOTALS				\$ 121,225.00	\$ 21,450.00			\$ 95,765.00	\$ 117,205.00	\$ 4,020.00
AMOUNT COMPLETE THIS MONTH:				\$ 95,765.00	AMOUNT COMPLETE TO DATE: \$ 117,205.00					
RETENTION FOR THIS MONTH (5%):				\$ 4,787.75	RETENTION TO DATE: \$ 5,880.25					
NET DUE THIS MONTH:				\$ 90,977.25	PAID TO DATE: \$ 111,344.75					
TOTAL PERCENT COMPLETE PREVIOUSLY BILLED:									17.69%	
TOTAL PERCENT COMPLETE TO DATE:									98.88%	

I hereby certify, to the best of my knowledge and believe that -

- The amounts requested are only for performance in accordance with the Specifications, terms and conditions of the Contract Documents;
- Payments to all subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification; and
- This request for progress payments does not include any amounts that the contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract.

(Signature) [Signature]
 James Compton
 (Name)
 Project Manager
 (Title)
 8/30/22
 (Date)



October 9, 2022

City of Frostburg
City Hall Municipal Center
Frostburg, MD 21532

ATTN: Hayden Lindsey, Public Works Director
RE: RFQ 2 Frostburg Chlorine Tank Replacement – Caustic Tank & Chlorine Supply Line

Per your request, please find the attached proposed change order costs for the Chlorine Tank supply line and Caustic Day Tank and alternatives.

Change Order Scope:

- Item 1 – Bulk Chlorine Tank Supply Line - \$3,230
 - Install new chlorine supply line from day tank room flange to new tank pipe.
- Item 2 – Caustic Day Tank Replacement – \$17,960
 - Pipe connections to existing pipe only.
 - 200gal HDLPE for 25% caustic with bulk fittings to match existing
 - New Level Sensor and Panel Modifications included
- Item 3 – Caustic Day Tank Fill Line and Solenoid Replacement - \$1,490
 - New valve, actuator, pipe and valves for bypass
- Item 4 – Caustic Discharge Control Valve Manifold Replacement - \$1,555
 - New valves for manifold, tubing to existing pumps and pipe. To reuse site glass and gauges.

Com-Bro reserves it's right to adjust the price and/or the additional days required to complete the work if written approval of this RFQ is not provided within one (1) weeks of receipt of this letter. Please provide written approval of this additional cost and direction on which changes you wish to pursue for Com-Bro to proceed with the work associated with this proposal.

Sincerely,
James Compton
Com-Bro Contracting, Inc.
james.compton@com-bro.com

Com-Bro Contracting, Inc. 6030 Marshalee Dr, Suite 412 Elkridge, MD 21075

Item #	Description	Qty.	Unit	Labor rate	Prod. rate	mh	Labor	Unit Matl.	Material	Unit Equip.	Equip.	Unit Sub	Sub.	SubTotal	OW/Profit	Tax	Total
Frostburg PCO 2																	
1	Chlorine Tank Supply Pipe	1	ea	65	16	16	\$1,040.00	\$1,500.00	\$1,500.00	\$0.00	\$0.00		\$0.00	\$2,540.00	\$508.00	\$192.88	\$3,238.88
2	Caustic Tank Replacement (pipe as needed)	1	ea	65	48	48	\$3,120.00	\$3,500.00	\$3,500.00	\$500.00	\$500.00	\$1,000.00	\$1,000.00	\$14,120.00	\$2,824.00	\$1,016.84	\$17,948.84
3	Caustic Solenoid Valve and fill line Replacement	1	ea	65	8	8	\$520.00	\$600.00	\$600.00	\$50.00	\$50.00	\$0.00	\$0.00	\$1,170.00	\$234.00	\$84.24	\$1,488.24
4	Caustic Discharge Control Valve Replacement	1	ea	65	12	12	\$780.00	\$400.00	\$400.00	\$50.00	\$50.00	\$0.00	\$0.00	\$1,230.00	\$246.00	\$88.56	\$1,564.56



February 8, 2023

City of Frostburg
City Hall Municipal Center
Frostburg, MD 21532

ATTN: Hayden Lindsey, Public Works Director
RE: RFQ 3 Frostburg Chlorine Tank Replacement – Day Tank Upgrades

Per your request, please find the attached proposed change order costs for the Chlorine Tank Day Tank and Stern Pac Day Tank with alternatives.

Change Order Scope:

- **Item 1** – Install new 120gal Chlorine Day Tank with containment and two valves and pipe - \$11,950
 - **Item 2** – ADD ALT Upgraded Banjo Bulkhead Fittings to Chlorine Tank \$2,035
- **Item 3** – Test and reinstall Stern Pac Tank (blindflange and install fill line only) - \$7,825
 - **Item 4** –ADD ALT Purchase new 120gal Stern Pac Tank (if used leaks)- \$3,900
- **Item 5** – Install new transmitters on Stern Pac Tanks - \$13,400
 - BUDGET only need to investigate sensor functions and panel modifications that may be required. Also need to verify MTD scope for controls upgrade.

Com-Bro reserves it's right to adjust the price and/or the additional days required to complete the work if written approval of this RFQ is not provided within one (1) weeks of receipt of this letter. Please provide written approval of this additional cost and direction on which changes you wish to pursue for Com-Bro to proceed with the work associated with this proposal.

Sincerely,

James Compton

Com-Bro Contracting, Inc.
james.compton@com-bro.com

Com-Bro Contracting, Inc.

6030 Marshalee Dr, Suite 412

Elkridge, MD 21075

Item #	Description	Qty.	Unit	labor rate	Prod. rate	mh	Labor	Unit Matl.	Material	Unit Eqpt.	Equip.	Unit Sub	Sub.	SubTotal	OH/Profit	Tax	Total
Frostburg PCO																	
1	Chlorine Day Tank w/ Containmen	1	ea	65	60	60	\$3,900.00	\$4,750.00	\$4,750.00	\$750.00	\$750.00	\$0.00	\$0.00	\$9,400.00	\$1,880.00	\$676.80	\$11,956.80
2	Add PP Banjo Bulkhead to Chlorine Day Tank	1	ea	65	0	0	\$0.00	\$1,600.00	\$1,600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,600.00	\$320.00	\$115.20	\$2,035.20
3	Reuse Stern Pac/Test Tank	1	ea	65	60	60	\$3,900.00	\$1,500.00	\$1,500.00	\$750.00	\$750.00	\$0.00	\$0.00	\$6,150.00	\$1,230.00	\$442.80	\$7,822.80
4	Add to install new Stern pac	1	ea	65	8	8	\$520.00	\$2,500.00	\$2,500.00	\$50.00	\$50.00	\$0.00	\$0.00	\$3,070.00	\$614.00	\$221.04	\$3,905.04
5	Install new transmitters on Stern Pac Tanks	1	ea	65	8	8	\$520.00	\$400.00	\$0.00	\$50.00	\$50.00	\$9,964.00	\$9,964.00	\$10,534.00	\$2,106.80	\$758.45	\$13,399.25

HOLD HARMLESS AND RELEASE AGREEMENT

THIS HOLD HARMLESS AND RELEASE AGREEMENT ("Agreement") is made this ____ day of _____, 2019, by and between **Frostburg Fire Department No. 1, Inc.** ("FFD") and **The City of Frostburg** (the "City"), a Maryland municipal corporation.

RECITALS

WHEREAS, the City owns the real property and the improvements thereon located at 234, 240, and 244 Center Street, Frostburg, MD 21532 (the "Properties"), which improvements include 3 buildings (collectively, the "Buildings");

WHEREAS, the Buildings are vacant;

WHEREAS, the FFD is a volunteer fire company, doing business principally within the City's municipal boundaries;

WHEREAS, the firefighters of the FFD train so that they can better provide services to the City's citizens; and

WHEREAS, in furtherance of the foregoing, the FFD requested that it be permitted to conduct such training on the Properties and in the Buildings and the City agreed to grant that request subject to the terms and conditions set forth herein.

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants of the parties hereto set forth below and for other good and valuable considerations, the receipt and sufficiency of which both parties acknowledge, the parties hereto agree as follows:

1. Recitals. The recitals set forth above are not merely prefatory but are intended by the parties hereto to be incorporated in the body of this Agreement as if fully set forth again herein.

2. Permitted Activities. The City shall permit the FFD to conduct the following activities in the Buildings and on the Properties during the term of this Agreement. The FFD shall not use the Buildings or the Properties for any purpose other than those specifically described in this section.

2.1. No Notice Required. During the term of this Agreement, the FFD may conduct the following activities in the Buildings and on the Properties without providing the City with advance notice.

- (a) Hose line advancement training;

- (b) Search and rescue practices;
- (c) Thermal imagery search;
- (d) Air management;
- (e) Rapid intervention scenarios;
- (f) Ladder drills and window bailouts; and
- (g) Auto extrication in rear parking area.

2.2. Approval Required. The FFD may conduct the following activities in the Buildings and on the Properties so long as the City Administrator and Chief of Police grant written permission therefor:

- (a) All activities which will result in rescue equipment on Center Street; and
- (b) All activities which involve exercises visible from Center Street (e.g. ladder drills and window bailouts).

2.3. Activities Prohibited. Exercises using real smoke (e.g., smoke barrels) are prohibited except as provided for in Section 2.4 below.

2.4. October 18-20 Training. The FFD training currently scheduled for October 18-20 is subject to the following conditions, all of which require the written approval of the City Administrator and Chief of Police:

- 2.4.1.** Rescheduling of the event.
- 2.4.2.** More than 50 persons' participation in the event.
- 2.4.3.** The use of smoke barrels.
- 2.4.4.** Any training which takes place on the exterior of the Buildings.
- 2.4.5.** The use of more than one (1) truck for any portion of the training.

This training is also contingent upon the approval of Frostburg State University and its police department with respect to traffic flow (including, but not limited to, necessary detours) and parking issues. Written proof of this approval must be provided to the City Administrator and Chief of Police.

2.5. Removal of Parts of Buildings.

2.5.1. Removal. Any removal or dismantling of any part of the Buildings must be approved in writing by the City Administrator before any such work is conducted.

2.5.2. Windows, Doors & Roof Openings. Windows and doors from the Buildings and portions of the roof may be cut out during and in furtherance of the training exercises contemplated by the terms of this Agreement. No such removal or openings shall be performed on the front sides of the Buildings. s. Any window door or roof opening must be sealed before training concludes on the day the opening the was made. Doors and windows must be sealed with plywood boards and openings in roofs must be sealed in such a manner as to ensure that the Buildings will not be exposed to the elements. Any glass or other debris on the outside of the Buildings must be cleaned up daily.

2.5.3. Advance Notice. The FFD shall provide the City with no less than two (2) business days' advance notice of the prior to the commencement of any activities referenced in the preceding section.

2.5.4. Replacement/Repair Obligations. Once the training contemplated by the terms of this Agreement concludes, the methods used to seal the openings must be sufficient to last no less than one and a half years.

2.6. Hours for Activities. The activities described in this section may be conducted Monday through Saturday as early as 8 a.m. but not later than 10 p.m. and Sunday as early as 12:30 p.m. but not later than 6 p.m. These activities may only be conducted during the periods of time specifically set forth in the form Request and Response for FFD's Use of Center Street Properties attached hereto. FFD must obtain the City's approval before conducting exercises in the Buildings or on the Properties.

3. Term. The term of this Agreement shall commence September 15, 2019 and, unless earlier terminated, it shall expire March 30, 2020.

4. Termination. The City reserves the right to terminate this Agreement upon five (5) days' notice.

5. Permitted Occupancy.

5.1 FFD's & Allied Agencies' Occupancy. During the term of this Agreement, the FFD shall not allow any person(s) in the Buildings or on the Properties other than its officers and other personnel except for City police officers, City employees and persons accompanying City police officers and employees, and officers and personnel from other Allegany County fire departments ("Allied Agencies"). Before the

commencement of the activities contemplated by the terms of this Agreement, the FFD shall provide the City with a list of all persons it expects to be entering the Buildings during the term of this Agreement, the said list to be amended from time-to-time, as needed. Only those officers and personnel of the FFD and Allied Agencies who sign the release identified in section 6.3 below shall be permitted to enter the Building during the term of this Agreement. Before an Allied Agency's officers and employees are permitted to enter the Buildings, that Allied Agency's authorized representative must sign the Allied Agency Release and Indemnification Form attached hereto. Its officers and employees who satisfy the requirements set forth in this section and elsewhere in this Agreement, shall be entitled to utilize the Buildings for the same purposes as FFD officers and employees as are set forth in Sections 2.1 and 2.2 of this Agreement subject to the same terms and conditions applicable to the FFD, but they shall not be entitled to use the Buildings for any other purpose. No officers or employees of Allied Agencies shall be permitted entry into the Buildings unless, by name, the City's City Administrator approves their entry in a written notice to the FFD.

5.2. City's Right of Entry. The City and its invitees (e.g., prospective purchasers of the Properties) shall have the right to enter the Properties and the Buildings at any time and for any purpose or no purpose at all. The City and its invitees shall not be included on the list identified in section 5.1, nor shall they be required to execute the release identified in that section.

6. Required Signage. The FFD shall, at its expense, have a sign prepared which includes language to the following effect: "This Temporary Training Site of Frostburg Volunteer Fire Dept. is made possible by Cooperation from the City of Frostburg to Provide for the Safety of Everyone Who Lives in the Mountain City." Any change in the verbiage shall be subject to the written approval of the City Administrator. (It should be noted that the word "partnership" or any derivatives thereof may not be included in the wording).

The sign shall be no less than 3' x 5' in size and shall be placed prominently within the front yard of the Property at 240 Center Street for the duration of the term of this Agreement. The FFD shall be responsible for complying with the sign standards set forth in the City of Frostburg Zoning Ordinance. In that regard, its representatives should confer with City staff to ensure that the sign size, design, location, etc. comply with those standards.

7. Release of Claims & Indemnification.

7.1. Release of Claims. The FFD hereby holds the City harmless and fully and forever releases, acquits, and fully discharges the City and its successors, assigns, officials, officers, agents, employees and independent contractors for and from any and all claims, demands, judgments, damages, expenses, actions and causes of action the FFD has or may have for, arising out of, in relation to, or as an incident to FFD's activities and training exercises which are the subject of this Agreement.

7.2. Indemnification. The FFD shall indemnify and defend the City, its successors and assigns, and hold it, its officers, officials, agents and employees harmless, from and against any and all claims, demands, judgments, damages, expenses (including reasonable attorneys' fees), actions and causes of action of every kind and description the FFD or any one or more of its officers, agents, and employees has or may have, or may cause one or more third parties to have, for damages from personal injury and property loss, arising out of, as an incident to, or as a result of the terms of this Agreement and/or the activities and training exercises contemplated by its terms.

7.3. Releases for Persons Entering Buildings. All officers and personnel of the FFD and Allied Agencies shall be required to fill out the form Release attached hereto before being permitted entry into the Buildings. The FFD shall oversee the execution and collection of these documents. Copies must be provided to the City's City Administrator prior to individuals' entry into the Buildings,

8. Insurance requirements. The FFD shall maintain or shall be required to maintain commercial general liability insurance coverages during the term of this Agreement. The type of insurance and the particulars relative thereto are set forth in this section.

8.1. Liability Coverage. Prior to the commencement of the activities which are the subject off this Agreement, the FFD shall procure such insurance as will provide protection from claims set forth below which may arise out of, as an incident to, or as a result of the terms of this Agreement and/or the activities and training exercises contemplated by its terms. The protections to be provided by such insurance coverage include, but are not limited to, the following:

- (i) Claims under workers' compensation, disability benefits, and other similar employee benefit acts;
- (ii) Claims for damages because of bodily injury, occupational sickness or disease, or the death of the FFD's employees;
- (iii) Claims for damages because of bodily injury, sickness or disease, or death of any person other than FFD's employees;
- (iv) Claims for damages insured by reasonably available personal injury liability coverage which are sustained: by any person as a result of an offense directly or indirectly related to the employment of such person by the FFD, or by any other person for any other reason;
- (v) Claims for damages, other than to the work itself, because of injury to or destruction of tangible property

wherever located, including loss of use resulting therefrom;
and

- (vi) Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

If the protections required herein can be met utilizing existing policies maintain by the FFD or any Allied Agency, that individual entity shall not be required to procure separate policies.

8.2. Requirements for All Policies. The following terms shall apply to all insurance policies required by the terms of this Agreement:

- (i) The City shall be named as an additional insured on all policies.
- (ii) Other than the workers' compensation coverage, the insurance policies shall be written on an occurrence basis, include the City as an additional insured and include coverage for the respective officers, directors, members, partners, employees, agents and consultants of each insured and additional insured, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby.
- (iii) The policies shall include at least the specific coverages and be written for not less than the limits of liability set forth hereinafter.
- (iv) If allowed by the insurer(s), each policy shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until thirty (30) days' prior written notice has been given to the City and the FFD. If the insurer(s) will not provide such an endorsement for the said thirty (30) days, the endorsement shall provide for such notice for the maximum number of days the insurer will give such notice, provided the endorsement allows for no less than ten (10) days' notice.
- (v) The insurance policies identified herein will provide primary coverage for the City for all losses and damages caused by the perils or causes of loss covered thereby.

- (vi) Prior to the execution of this Agreement and from time-to-time thereafter, the FFD shall provide the City with certificates provided by the insurer(s) showing that the coverages required under the terms of this section have been procured.

8.3. Policy Amounts. The FFD shall provide coverage for not less than the following amounts, with the City named as an additional insured:

Public Liability (Bodily Injury):

Each person \$1,000,000

Each occurrence \$1,000,000

Public Liability (Property Damage):

Each occurrence \$2,000,000

Worker's Compensation:

In accordance with the requirements of the federal, state, and local laws for the protection of all persons performing the activities and training exercises contemplated by the terms of this Agreement.

9. Survival. The terms of sections 2.5.4 and 7 of this Agreement shall survive the expiration or termination of this Agreement.

10. Notices. Notices and other communications under this Agreement must be in writing hand-delivered to the parties at their respective physical addresses set forth below.

If to the City, to:

Elizabeth Stahlman
City Administrator
City of Frostburg
58 E. Main Street
Frostburg, MD 21532

If to the FFD, to:

Chris Wainright, Assistant Chief/Chief Training Officer
Frostburg Fire Department No. 1, Inc.
75 South Water Street
Frostburg, MD 21532

11. Sole Keyholder. The City will provide Chris Wainright with keys to the Buildings which he may use for the purposes of this Agreement. Under no circumstances shall he relinquish the keys to any persons other than the City's City Administrator or Chief of Police. He shall not copy or permit the copying of these keys at any time or by

any person. The FFD shall be directly responsible for compliance with the terms of this section.

12. Miscellaneous Provisions.

12.1. Binding Effect of Agreement. This Agreement is binding upon the parties hereto as well as their respective successors and assigns.

12.2. Gender/Tense/Conjugation. The use of any gender, tense, or conjugation herein shall be applicable to all genders, tenses and conjugations. The use of the singular shall include the plural and the plural shall include the singular.

12.3. Captions. The marginal captions of this Agreement are for convenience and in no way define or limit the intents, rights or obligations of the parties hereunder.

12.4. Entire Agreement. This Agreement constitutes and contains the entire agreement and understanding among the parties and may not be modified except in a subsequent writing signed by both parties.

12.5. Severability. Should any provision of this Agreement be found, held or deemed to be unenforceable, voidable or void, as contrary to law or public policy under the laws of Maryland or any other state of the United States, the parties intend that the remaining provisions of this Agreement shall nevertheless continue in full force and be binding upon the parties and their respective personal representatives, heirs, executors, administrators, successors and assigns.

12.6. Maryland Law Applies. This Agreement, having been executed in the State of Maryland, shall be construed, interpreted and enforced under the laws of the State of Maryland. Any legal action pertaining to or arising out of this Agreement and the activities conducted pursuant to its terms shall be commenced and maintained exclusively in the Circuit Court for Allegany County, Maryland or the District Court of Maryland for Allegany County. Each of the parties waive the right to assert that these courts lack jurisdiction or constitute inconvenient forums.

12.7. No Construction Against Draftsmen. The parties acknowledge that this is a negotiated agreement and that in no event shall the terms hereof be construed against any party on the basis that such party, or its counsel, drafted this Agreement.

12.8. Jury Trial Waiver. The parties hereto waive trial by jury in any action or proceeding to which any of them may be parties arising out of or in any way pertaining to this Agreement. It is agreed and understood that this waiver constitutes a waiver of trial by jury of all claims against all parties to such actions or proceedings, including claims against parties who are not parties to this agreement.

12.9. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

12.10. Enforcement Costs. If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement or otherwise brought by a party against another party, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, court costs and all expenses even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegals' fees, investigative fees, administrative costs, and all other charges billed by the attorneys to the prevailing party.

12.11. Timeliness. Time is of the essence with respect to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties acknowledge that this Agreement is their act and that they have executed and sealed this Agreement the day and year first above written.

WITNESS/ATTEST:

**FROSTBURG FIRE DEPARTMENT
NO. 1, INC.**

By: _____ (SEAL)
Bill Price, President

THE CITY OF FROSTBURG

By: _____ (SEAL)
W. Robert Flanigan, Mayor

**REQUEST AND RESPONSE FOR FFD'S
USE OF CENTER STREET PROPERTIES**

Request

The FFD requests that it be permitted to use the real property and improvements thereon for the following purposes:

The dates and times such uses will be conducted are as follows:

This request is made by [state name and position]:

(signature)

(date)

(printed name & position)

Response

The foregoing request is [] granted [] denied.

If applicable, the following conditions shall apply:

Elizabeth Stahlman,
City Administrator

(date)

Nicholas K. Costello, Chief,
Frostburg Police Department

(date)

RELEASE FOR ENTRY INTO CENTER STREET BUILDINGS

In consideration of being allowed to enter into the buildings located at 234, 240 and 244 Center Street, Frostburg, MD pursuant to the terms of a Hold Harmless and Release Agreement entered into by and between The City of Frostburg (the "City") and Frostburg Fire Department No. 1, Inc., the undersigned hereby holds the City harmless and fully and forever releases, acquits, and fully discharges the City and its successors, assigns, officials, officers, agents, employees and independent contractors for and from any and all claims, demands, judgments, damages, expenses, actions and causes of action he/she has or may have for, arising out of, in relation to, or as an incident to my entry into the aforesaid buildings.

witness signature

fire dept. member signature

printed name of witness

printed name

Date

ALLIED AGENCY RELEASE AND INDEMNIFICATION FORM

In consideration of The City of Frostburg permitting the officers and employees of the below-named volunteer fire department to enter into the buildings located at 234, 240 and 244 Center Street, Frostburg, MD for the purposes set forth in the Hold Harmless and Release Agreement (the "Agreement") between The City of Frostburg and Frostburg Fire Department No. 1, Inc., the

[printed name of volunteer fire department]

hereby agrees as follows:

- (1) It shall hold the City harmless and fully and forever release, acquit, and fully discharge the City and its successors, assigns, officials, officers, agents, employees and independent contractors for and from any and all claims, demands, judgments, damages, expenses, actions and causes of action it has or may have for, arising out of, in relation to, or as an incident to its activities and training exercises which are the subject of the Agreement.

- (2) It shall indemnify and defend the City, its successors and assigns, and hold it, its officers, officials, agents and employees harmless, from and against any and all claims, demands, judgments, damages, expenses (including reasonable attorneys' fees), actions and causes of action of every kind and description it or any one or more of its officers, agents, and employees has or may have, or may cause one or more third parties to have, for damages from personal injury and property loss, arising out of, as an incident to, or as a result of the terms of the Agreement and/or the activities and training exercises contemplated by its terms.

I hereby certify under the penalties of perjury that I am duly authorize by the above-named volunteer fire department to execute this Allied Agency Release and Indemnification Form on its behalf.

[signature]

[printed name]

[title]

ORDINANCE 2023-01

AN ORDINANCE TO AMEND THE CITY'S ZONING ORDINANCE (APPENDIX A OF THE FROSTBURG CODE) TO ADD RESTAURANTS AS SPECIAL EXCEPTION USES IN THE T-LI (TECHNOLOGY/LIGHT INDUSTRIAL) ZONING DISTRICT, SUBJECT TO SPECIFIED CONDITIONS.

WHEREAS, the City of Frostburg is a municipal corporation of the State of Maryland, organized and operating under a charter ("Charter") adopted in accordance with Article XI-E of the Constitution of Maryland and Article 23-A of the Annotated Code of Maryland, as amended;

WHEREAS, Article V, Sections 501 and 502 of the Charter empowers the City to regulate matters of zoning within the City;

WHEREAS, the City of Frostburg Zoning Ordinance (the "Zoning Ordinance") is set forth in Appendix A of the Frostburg Code;

WHEREAS, the Department of Community Development proposed text changes, to add all types of restaurants as special exception uses in the T-LI District, but only if they are on lots with front lot lines abutting arterial or collector streets, as defined in Section 4.2 of the Frostburg Subdivision and Land Development Regulations (Appendix B of the Frostburg Code);

WHEREAS, the recommended changes would necessitate renumbering Subsection (6) of Section 3.11(C) of the Zoning Ordinance as Subsection (7) and inserting a new Subsection (6) to read as follows:

- (6) Restaurants. Special Exception use applies only to lots with a front lot line abutting an arterial or collector street, as defined by Article IV, Definitions, of the Frostburg Subdivision and Land Development Regulations.

WHEREAS, the Frostburg Planning Commission reviewed the proposed text changes during its January 11, 2023 public meeting and voted to recommend to the Mayor and Council that it adopt them; and

WHEREAS, by this Ordinance, the Mayor and Council are accepting those recommendations, subject to amendments, and are amending the Zoning Ordinance as set forth below.

NOW, THEREFORE,

SECTION 1: BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF FROSTBURG, that the Mayor and Council, having introduced the amendments to the Zoning Ordinance, having conducted one advertised Public Meeting, and having determined that additional special exception uses shall be permitted in the "T-LI"

Technology Light Industrial Zoning District, do hereby amend Section 3.11(C) of the Zoning Ordinance by renumbering Subsection (6) as Subsection (7) and inserting a new Subsection (6) to read as follows:

(6) Restaurants, Drive-In or Drive-Through, Fast Food, and Standard, but only if they are on lots with front lot lines abutting arterial or collector streets, as defined in Section 4.2 of the Frostburg Subdivision and Land Development Regulations (see Appendix B of the Frostburg Code).

SECTION 2: AND BE IT FURTHER ORDAINED, that this Ordinance shall take effect twenty (20) days from the date of its passage.

MAYOR AND CITY COUNCIL OF FROSTBURG

By: _____
W. Robert Flanigan, Mayor

Elizabeth Stahlman, City Administrator

Introduced: _____, 2023
1st Hearing: _____, 2023
Adopted: _____, 2023
Effective: _____, 2023



Elizabeth Stahlman <estahlman@frostburgcity.org>

Recreation Commission Reappointments

Brian Vought <bvought@frostburgcity.org>

Tue, Jan 31, 2023 at 8:09 AM

To: Liz Stahlman <estahlman@frostburgcity.org>, Nina Forsythe <nforsythe@frostburgcity.org>

Nina & Liz,

The current terms of Recreation Commission members Mark Roque, Dottie Turner, and Sean White will be expiring in February, 2023. All three have served the City well over the past several years and have indicated they would like to continue serving on the Recreation Commission. Therefore, I recommend reappointing all three to another 2-year term on the commission. Please let me know if you have any questions or concerns.

Thank you,

Brian P. Vought
Director of Parks & Recreation,
City of Frostburg



W. Robert Flanigan
Mayor

Commissioners

Donald L. Carter, Jr.
*Commissioner of
Finance*

Kevin G. Grove
*Commissioner of
Public Safety*

Nina Forsythe
*Commissioner of
Water, Parks and
Recreation*

Adam Ritchey
*Commissioner of
Public Works*

Elizabeth Stahlman
City Administrator

City of Frostburg

MEMORANDUM

To: Mayor, City Council, and Elizabeth Stahlman, City Administrator
From: Bethany Fife, Interim Community Development Director *ybf*
Date: February 7, 2023
Subject: Frostburg Planning Commission Appointment

The Frostburg Planning Commission has one position that recently expired in August of 2022. Board member Kristan Carter has indicated that she would prefer to not be reappointed for another five year term. Community Development advertised the opening and performed recruitment for a new volunteer.

Among the three applications received, Mr. Eric Stevens has provided his credentials and has been found to be the most qualified applicant to fill the vacancy. Staff recommends that he be appointed to a five year term beginning February 17, 2023 and ending on February 17, 2028.

Please provide staff with recommendations for the Frostburg Planning Commission vacancy, request staff to solicit additional letters of interest, or appoint Mr. Stevens to the FPC during your February Mayor and Council meeting.

The Mayor and Council have the authority to appoint individuals of their choice to this board.

If you have any questions or concerns, please advise.

ORDINANCE 2022-08

AN ORDINANCE TO AMEND THE CITY CODE ARTICLE II, SECTION II (THE CITY OF FROSTBURG ETHICS LAW)

WHEREAS, The City of Frostburg is a municipal corporation of the State of Maryland, organized and operating under a Charter adopted in accordance with Article XI-E of the Constitution of Maryland and the Local Government Article of the Annotated Code of Maryland, as amended from time to time;

WHEREAS, Article II, Section II of the City Code of The City of Frostburg establishes the Frostburg Ethics Commission and sets forth rules and regulations relative to public ethics;

WHEREAS, from the Maryland General Assembly passed legislation effective October 1, 2011 (Md. State Govt. Code Ann. §§ 15-804(b) & 15-805(b)(2) requiring that local governments enact public ethics regulations for elected local officials relative to conflicts of interest and financial disclosure that are equivalent to or exceed State law standards;

WHEREAS, from time to time, the Maryland General Assembly passes legislation mandating changes to public ethics laws consistent with the standards set in the aforesaid 2011 enactments;

WHEREAS, in accordance with the regulations promulgated pursuant to the State law enactments, the City provided the State Ethics Commission with a draft of the revisions to the City of Frostburg's Ethics Code for its review and approval;

WHEREAS, by correspondence dated September 21, 2018, the State Ethics Commission notified the City Attorney that it reviewed the aforesaid revisions to the and determined that they comply with applicable State law provisions; and

WHEREAS, the City Code has been rewritten and recodified and, upon the passage of an ordinance adopting the City Code as rewritten and recodified, the City of Frostburg Ethics Law will appear in the City Code as Section 3.2. That is why the reenacted provisions are referred to as Section 3.2 rather than Article II, Section 2.

NOW THEREFORE:

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF FROSTBURG, MARYLAND, that Article 3, Section 3-2 is repealed and re-enacted with amendments and shall read as follows:

Sec. 3-2. - City of Frostburg Ethics Code.

(a) *Short title/applicability.*

(1) This section may be cited as the City of Frostburg Public Ethics Law.

- (2) The provisions of this section apply to all City elected officials, employees, and appointees to boards and commissions of the City.

(b) *Definitions.*

(1) *Designated second home* means:

- a. If an individual owns one (1) second home, the individual's second home; or
- b. If an individual owns more than one (1) second home, any one (1) second home the individual identifies to the Commission as the individual's designated second home.

(2) *Home address* means the address of an individual's:

- a. Principal home; and
- b. Designated second home, if any.

(3) *Interest* means a legal or equitable economic interest, whether or not subject to an encumbrance or a condition, that is owned or held, in whole or in part, jointly or severally, directly or indirectly.

- a. For purposes of this section, interest includes any interest held at any time during the reporting period.
- b. Interest does not include:
 1. An interest held in the capacity of a personal agent, custodian, fiduciary, personal representative, or trustee, unless the holder has an equitable interest in the subject matter;
 2. An interest in a time or demand deposit in a financial institution;
 3. An interest in an insurance policy, endowment policy, or annuity contract under which an insurer promises to pay a fixed amount of money either in a lump sum or periodically for life or a specified period;
 4. A common trust fund or a trust which forms part of a pension or profit sharing plan which has more than twenty-five (25) participants and which has been determined by the Internal Revenue Service to be a qualified trust under the Internal Revenue Code;
 5. A college savings plan under the Internal Revenue Code; or
 6. A mutual fund or exchange-traded fund that is publicly traded on a national scale unless the mutual fund or exchange-traded fund is composed primarily of holdings of stocks and interests in a specific sector or area that is regulated by the individual's governmental unit.

(4) *Principal home* means the sole residential property that an individual occupies as the individual's primary residence, whether owned or rented by the individual.

(5) *Qualified relative* means a spouse, parent, child, brother, or sister.

(6) *Quasi-governmental entity* means an entity that is created by state statute, that performs a public function, and that is supported in whole or in part by the state but is managed privately.

(7) *Second home* means a residential property that:

- a. An individual occupies for some portion of the filing year; and
- b. Is not a rental property or a time share.

(c) *The Ethics Commission.*

- (1) There is a Frostburg Ethics Commission (the "Commission") that consists of five (5) members appointed by the Mayor and City Council. The Commission shall be the advisory body

responsible for interpreting this section and advising persons subject to this section as to its application.

- (2) The Commission shall:
 - a. Devise, receive and maintain all forms required by this section;
 - b. Develop procedures and policies for advisory opinion requests and provide published advisory opinions to persons subject to this section as to the applicability of the provisions of this section to them;
 - c. Develop procedures and policies for the processing of complaints and make appropriate determinations regarding complaints filed by any person alleging violations of this section;
 - d. Conduct a public information program regarding the purposes and application of this section;
 - e. Determine if changes to this Section are required to be in compliance with the requirements of General Provisions Article, Title 5, Subtitle 8, Annotated Code of Maryland, and forward any recommended amendments to the City Council; and
 - f. Certify to the State Ethics Commission on or before October 1 of each year that the City is in compliance with the requirements of Ann. Code of Md., General Provisions Article, Title 5, Subtitle 8, for elected officials.
- (3) The City attorney shall advise the Commission.
- (4) The Commission may adopt other policies and procedures to assist in the implementation of its programs established in this section.

(d) *Conflicts of interest.*

- (1) *[Applicability.]* This subsection applies to all City elected officials, officials appointed to boards and commissions, and employees.
- (2) *Participation prohibitions.* Except as permitted by Commission regulation or opinion, a City official or employee may not participate, except in a ministerial or administrative capacity that does not affect the disposition of the matter, in any matter in which:
 - a. To the knowledge of the official or employee, the official or employee or a qualified relative of the official or employee has an interest.
 - b. Any of the following is a party:
 - 1. A business entity in which the official or employee has a direct financial interest of which he or she may reasonably be expected to know;
 - 2. A business entity of which the official, employee, or qualified relative of the official or employee is an officer, director, trustee, partner, or employee;
 - 3. A business entity with which the official or employee or, to the knowledge of the official or employee, a qualified relative is negotiating employment or has made any arrangement regarding prospective employment;
 - 4. A business entity that is a party to an existing contract with the official or employee or, to the knowledge of the official or employee, a qualified relative, to the extent that the contract could reasonably be expected to create a conflict between the private interests and official duties of the official or employee;
 - 5. An entity doing business with the City, in which a direct financial interest is owned by another entity in which the official or employee has a direct financial interest, if the official or employee could reasonably be expected to know of both direct financial interests; or

6. A business entity that the official or employee knows is a creditor or obligee of the official or employee or a qualified relative of the official or employee with respect to a thing of economic value and that is in a position to directly and substantially affect the interest of the official or employee or qualified relative.
- c. An official or employee who is disqualified from participation pursuant to paragraphs a or b of this subsection shall disclose the nature of the conflict and may participate or act if:
 1. The disqualification leaves a body with less than a quorum capable of acting;
 2. The disqualified official or employee is required by law to act; or
 3. The disqualified official or employee is the only person authorized to act.
 - d. A former regulated lobbyist who is or becomes subject to this section as an employee or official, other than an elected official or an appointed official, may not participate in a case, contract, or other specific matter as an employee or official, other than an elected official or appointed official, for one (1) calendar year after the termination of the registration of the former regulated lobbyist if the former regulated lobbyist previously assisted or represented another party for compensation in the matter.
- (3) *Employment and financial interest restrictions.*
- a. Except as permitted by regulation of the Commission when the interest is disclosed or when the employment does not create a conflict of interest or appearance of conflict, an official or employee may not:
 1. Be employed by or have a financial interest in any entity:
 - A. Subject to the authority of the official or employee or the City agency, board, commission with which the official or employee is affiliated; or
 - B. That is negotiating or has entered a contract with the agency, board, or commission with which the official or employee is affiliated; or
 2. Hold any other employment relationship that would impair the impartiality or independence of judgment of the official or employee.
 3. Hold any outside employment that impairs the employee's ability to perform or availability for the performance of the employee's job duties with the City,
 4. Wear the uniform of another employer or any other clothing with the name, logo or any other reference to the other employer.
 5. Solicit work for the employee's outside employer.
 - b. The prohibitions of paragraph a of this subsection do not apply to:
 1. An official or employee who is appointed to a regulatory or licensing authority pursuant to a statutory requirement that persons subject to the jurisdiction of the authority be represented in appointments to the authority;
 2. Subject to other provisions of law, a member of a board or commission in regard to a financial interest or employment held at the time of appointment, provided the financial interest or employment is publicly disclosed to the appointing authority and the Commission;
 3. An official or employee whose duties are ministerial, if the private employment or financial interest does not create a conflict of interest or the appearance of a conflict of interest, as permitted by and in accordance with regulations adopted by the Commission; or
 4. Employment or financial interests allowed by regulation of the Commission if the employment does not create a conflict of interest or the appearance of a conflict of interest or the financial interest is disclosed.

- (4) *Post-employment limitations and restrictions.*
- a. A former official or employee may not assist or represent any party other than the City for compensation in a contract, case, or other matter involving the City if that matter is one in which the former official or employee significantly participated as an official or employee.
 - b. A former elected official may not assist or represent another party for compensation in a matter that is the subject of legislative action for one (1) calendar year after the elected official leaves office.
- (5) *Contingent compensation.* Except in a judicial or quasi-judicial proceeding, an official or employee may not assist or represent a party for contingent compensation in any matter before or involving the City.
- (6) *Use of prestige of office.* Except for the performance of usual and customary constituent services by an elected official without additional compensation:
- a. An official or employee may not intentionally use the prestige of office or public position for the private gain of himself or herself or the private gain of another, or to influence the award of a state or local contract to a specific person.
 - b. An official may not directly or indirectly initiate a solicitation for a person to retain the compensated services of a particular regulated lobbyist or lobbying firm.
 - c. An official, other than an elected official, or employee may not use public resources or the title of the official or employee to solicit a contribution as that term is defined in the Election Law Article.
 - d. An elected official may not use public resources to solicit a contribution as that term is defined in the Election Law Article.
- (7) *Solicitation and acceptance of gifts.*
- a. An official or employee may not solicit any gift.
 - b. An official or employee may not directly solicit or facilitate the solicitation of a gift, on behalf of another person, from an individual regulated lobbyist.
 - c. An official or employee may not knowingly accept a gift, directly or indirectly, from a person who the official or employee knows or has reason to know:
 1. Is doing business with or seeking to do business with the City office, agency, board, or commission with which the official or employee is affiliated;
 2. Has financial interests that may be substantially and materially affected, in a way distinguishable from the general public, by the performance or nonperformance of the duties of the official or employee;
 3. Is engaged in an activity regulated or controlled by the official's or employee's governmental unit;
 4. Is a lobbyist with respect to matters within the jurisdiction of the official or employee; or
 5. Is an association, or any entity acting on behalf of an association that is engaged only in representing counties or municipal corporations.
 - d. Paragraph e of this subsection does not apply to a gift:
 1. That would tend to impair the impartiality and independence of judgment of the official or employee receiving the gift;
 2. Of significant value that would give the appearance of impairing the impartiality and independence of judgment of the official or employee; or

3. Of significant value that the recipient official or employee believes or has reason to believe is designed to impair the impartiality and independence of judgment of the official or employee.
- e. Notwithstanding paragraph c of this subsection, an official or employee may accept the following:
1. Meals and beverages consumed in the presence of the donor or sponsoring entity;
 2. Unsolicited gifts of nominal value, not exceeding \$20.00 in cost or trivial items of informational value;
 3. Ceremonial gifts or awards with insignificant monetary value;
 4. Reasonable expenses for food, travel, lodging, and scheduled entertainment given in return for the participation of the official or employee in a panel or speaking engagement;
 5. Free tickets or admission to a charitable, cultural, or political event extended as a courtesy to an elected official's office;
 6. A specific gift or class of gifts exempted by the Commission upon a written finding that the gift or class of gifts is purely personal and private in nature and that acceptance of the gift or class of gifts would not be detrimental to the impartial conduct of the business of the City;
 7. Gifts from a person related to the official or employee by blood or marriage, or any other individual who is a member of the household of the official or employee; or
 8. Honoraria for speaking to or participating in a meeting, provided that the offering of the honorarium is not related in any way to the official's or employee's official position.
- (8) *Disclosure of confidential information.* Other than in the discharge of official duties, an official or employee or former official or employee may not disclose or use confidential information, that the official or employee acquired by reason of the individual's public position or former public position and that is not available to the public, for the economic benefit of the official or employee or that of another person.
- (9) *Participation in procurement.* An individual or a person that employs an individual who assists a City agency in the drafting of specifications, an invitation for bids, or a request for proposals for a procurement may not submit a bid or proposal for that procurement or assist or represent another person, directly or indirectly, who is submitting a bid or proposal for the procurement. The Commission may establish exemptions from the requirements of this paragraph for providing descriptive literature, sole source procurements, and written comments solicited by the procuring agency.
- (10) *Retaliation prohibited.* An official or employee may not retaliate against an individual for reporting or participating in an investigation of a potential violation of the local ethics law or ordinance.
- (e) *Financial disclosure—Elected officials and candidates to be elected officials.*
- (1) *Applicability/financial disclosure statements.*
- a. This subsection applies to all local elected officials and candidates to be local elected officials.
 - b. A local elected official or a candidate to be a local elected official shall file the financial disclosure statement required under this section:
 1. On a form provided by the City Administrator;
 2. Under oath or affirmation; and

3. With the City Administrator, who shall forward a copy of the financial statement to the Commission.

(2) *Deadlines for filing statements.*

- a. An incumbent local elected official shall file a financial disclosure statement annually no later than April 30 of each year for the preceding calendar year.
- b. An individual who is appointed to fill a vacancy in an office for which a financial disclosure statement is required and who has not already filed a financial disclosure statement shall file a statement for the preceding calendar year within thirty (30) days after appointment.
- c. An individual who, other than by reason of death, leaves an office for which a statement is required shall, within sixty (60) days after leaving the office, file a statement that covers the calendar year immediately preceding the year in which the individual left office, unless a statement covering that year has already been filed by the individual; and the portion of the current calendar year during which the individual held the office.

(3) *Candidates to be local elected officials.*

- a. Except for an official who has filed a financial disclosure statement under another provision of this subsection for the reporting period, a candidate to be an elected local official shall file a financial disclosure statement each year beginning with the year in which the certificate of candidacy is filed through the year of the election.
- b. The statement shall be filed:
 1. In the year the certificate of candidacy is filed, no later than the filing of the certificate of candidacy;
 2. In the year of the election, on or before the earlier of April 30 or the last day for the withdrawal of candidacy; and
 3. In all other years for which a statement is required, on or before April 30.
- c. A candidate to be an elected official shall file the statement required under paragraph (3) of this subsection with the City Administrator.
- d. If a statement required to be filed by a candidate is overdue and not filed within eight (8) days after written notice of the failure to file is provided by the City Administrator, the candidate shall be deemed to have withdrawn the candidacy.
- e. The City Administrator may not accept any certificate of candidacy unless a statement has been filed in proper form.
- f. Within thirty (30) days of the receipt of a statement required under this section, the City Administrator shall forward the statement to the Commission.

(4) *Public record.*

- a. The City Administrator shall maintain all financial disclosure statements filed under this section.
- b. Financial disclosure statements shall be made available during normal office hours for examination and copying by the public subject to reasonable fees and administrative procedures established by the City.
- c. If an individual other than a Commission member examines or copies a financial disclosure statement, the City Administrator shall record:
 1. The name and home address of the individual reviewing or copying the statement; and
 2. The name of the person whose financial disclosure statement was examined or copied.

- d. Upon request by the official or employee whose financial disclosure statement was examined or copied, the City Administrator shall provide the official with a copy of the name and home address of the person who reviewed the official's financial disclosure statement.
- e. For statements filed after January 1, 2019, the City Administrator may not provide public access to an individual's home address that the individual has designated as the individual's home address.
- f. The City Administrator shall not provide public access to information related to consideration received from:
 - 1. The University of Maryland Medical System;
 - 2. A governmental entity of the State or a local government in the State; or
 - 3. A quasi-governmental entity of the State or local government in the State.
- g. Retention requirements. The City Administrator shall retain financial disclosure statements for four (4) years from the date of receipt.
- h. An individual who is required to disclose the name of a business under this section shall disclose any other names that the business is trading as or doing business as.

(5) *Contents of Statement.*

- a. *Interests in real property.* A statement filed under this section shall include a schedule of all interests in real property wherever located. For each interest in real property, the schedule shall include:
 - 1. The nature of the property and the location by street address, mailing address, or legal description of the property;
 - 2. The nature and extent of the interest held, including any conditions and encumbrances on the interest;
 - 3. The date when, the manner in which, and the identity of the person from whom the interest was acquired;
 - 4. The nature and amount of the consideration given in exchange for the interest or, if acquired other than by purchase, the fair market value of the interest at the time acquired;
 - 5. If any interest was transferred, in whole or in part, at any time during the reporting period, a description of the interest transferred, the nature and amount of the consideration received for the interest, and the identity of the person to whom the interest was transferred; and
 - 6. The identity of any other person with an interest in the property.
- b. *Interests in corporations and partnerships.* A statement filed under this subsection shall include a schedule of all interests in any corporation, partnership, limited liability partnership, or limited liability corporation, regardless of whether the corporation or partnership does business with the City. For each interest reported under this paragraph, the schedule shall include:
 - 1. The name and address of the principal office of the corporation, partnership, limited liability partnership, or limited liability corporation.
 - 2. The nature and amount of the interest held, including any conditions and encumbrances on the interest.
 - 3. With respect to any interest transferred, in whole or in part, at any time during the reporting period, a description of the interest transferred, the nature and amount of the

consideration received for the interest, and, if known, the identity of the person to whom the interest was transferred.

4. With respect to any interest acquired during the reporting period, the date when, the manner in which, and the identity of the person from whom the interest was acquired; and the nature and the amount of the consideration given in exchange for the interest or, if acquired other than by purchase, the fair market value of the interest at the time acquired.
 5. An individual may satisfy the requirement to report the amount of the interest held under item (b)(ii) of this paragraph by reporting, for an equity interest in a corporation, the number of shares held, and unless the corporation's stock is publicly traded, the percentage of equity interest held; or for an equity interest in a partnership, the percentage of equity interest held.
- c. *Interests in business entities doing business with the City.* A statement filed under this subsection shall include a schedule of all interests in any business entity that does business with the City, other than interests reported under paragraph b of this subsection. For each interest reported under this paragraph, the schedule shall include:
1. The name and address of the principal office of the business entity;
 2. The nature and amount of the interest held, including any conditions to and encumbrances on the interest;
 3. With respect to any interest transferred, in whole or in part, at any time during the reporting period, a description of the interest transferred, the nature and amount of the consideration received in exchange for the interest, and, if known, the identity of the person to whom the interest was transferred; and
 4. With respect to any interest acquired during the reporting period; when, how, and from whom the interest was acquired; and the nature and the amount of the consideration given in exchange for the interest or, if acquired other than by purchase, the fair market value of the interest at the time acquired.
- d. *Gifts.* A statement filed under this section shall include a schedule of each gift in excess of \$20.00 in value or a series of gifts totaling \$100.00 or more received during the reporting period from or on behalf of, directly or indirectly, any one (1) person who does business with or is regulated by the City or from an association, or any entity acting on behalf of an association that is engaged only in representing counties or municipal corporations. For each gift reported, the schedule shall include:
1. A description of the nature and value of the gift; and
 2. The identity of the person from whom, or on behalf of whom, directly or indirectly, the gift was received.
- e. *Employment with or interests in entities doing business with the City.* A statement filed under this section shall include a schedule of all offices, directorships, and salaried employment by the individual or member of the immediate family of the individual held at any time during the reporting period with entities doing business with the City. For each position reported under this paragraph, the schedule shall include:
1. The name and address of the principal office of the business entity;
 2. The title and nature of the office, directorship, or salaried employment held and the date it commenced; and
 3. The name of each City agency with which the entity is involved.
- f. *Indebtedness to entities doing business with or regulated by the individual's City unit or department.* A statement filed under this section shall include a schedule of all liabilities, excluding retail credit accounts, to persons or entities doing business with or regulated by

the individual's City unit or department owed at any time during the reporting period by the individual or by a member of the immediate family of the individual if the individual was involved in the transaction giving rise to the liability. For each liability reported under this paragraph, the schedule shall include:

1. The identity of the person to whom the liability was owed and the date the liability was incurred;
 2. The amount of the liability owed as of the end of the reporting period;
 3. The terms of payment of the liability and the extent to which the principal amount of the liability was increased or reduced during the year; and
 4. The security given, if any, for the liability.
- g. *Employment of immediate family members.* A statement filed under this section shall include a schedule of the immediate family members of the individual employed by the City in any capacity at any time during the reporting period.
- h. *Sources of earned income.* A statement filed under this section shall include:
1. A schedule of the name and address of each place of employment and of each business entity of which the individual or a member of the individual's immediate family was a sole or partial owner and from which the individual or member of the individual's immediate family received earned income, at any time during the reporting period.
 2. A minor child's employment or business ownership need not be disclosed if the agency that employs the individual does not regulate, exercise authority over, or contract with the place of employment or business entity of the minor child.
 3. For a statement filed on or after January 1, 2019, if the individual's spouse is a lobbyist regulated by the City, the individual shall disclose the entity that has engaged the spouse for lobbying purposes.
- i. *Relationship with University of Maryland Medical System, State or Local Government, or Quasi-Governmental Entity.*
1. An individual shall disclose the information specified in General Provisions Article §5-607(j)(1), Annotated Code of Maryland, for any financial or contractual relationship with:
 - (i) The University of Maryland Medical System;
 - (ii) A governmental entity of the State or a local government in the State; or
 - (iii) A quasi-governmental entity of the State or local government in the State.
 2. For each financial or contractual relationship reported, the schedule shall include:
 - (i) A description of the relationship;
 - (ii) The subject matter of the relationship; and
 - (iii) The consideration.
- j. *[Additional interests disclosure.]* A statement filed under this section may also include a schedule of additional interests or information that the individual making the statement wishes to disclose.
- k. *[Interests of individual for consideration.]* For the purposes of subsection (E)(5)(a), (b), and (c), of this section, the following interests are considered to be the interests of the individual making the statement:

1. An interest held by a member of the individual's immediate family, if the interest was, at any time during the reporting period, directly or indirectly controlled by the individual.
 2. An interest held, at any time during the applicable period, by:
 - (i) A business entity in which the individual held a 10% or greater interest;
 - (ii) A business entity described in item (i) of this subsection in which the business entity held a 25% or greater interest;
 - (iii) A business entity described in item (ii) of this subsection in which the business entity held a 50% or greater interest; and
 - (iv) A business entity in which the individual directly or indirectly, through an interest in one or a combination of other business entities, holds a 10% or greater interest.
 3. An interest held by a trust or an estate in which, at any time during the reporting period, the individual held a reversionary interest or was a beneficiary; or, if a revocable trust, the individual was a settlor.
- (6) *Compliance.*
- a. The City Administrator shall review the financial disclosure statements submitted under this subsection for compliance with the provisions of this subsection and shall notify an individual submitting the statement of any omissions or deficiencies.
 - b. The City Administrator or the Commission may take appropriate enforcement action to ensure compliance with this subsection.
- (f) *Financial disclosure—Employees and appointed officials.*
- (1) This subsection applies only to the following appointed officials and employees:
 - a. City Administrator.
 - b. Director of Community Development.
 - c. Chief of Police.
 - d. Director of Finance.
 - e. Director of Public Works.
 - (2) A statement filed under this section shall be filed with the Commission under oath or affirmation.
 - (3) On or before April 30 of each year during which an official or employee holds office, an official or employee shall file a statement disclosing gifts received during the preceding calendar year from any person that contracts with or is regulated by the City, including the name of the donor of the gift and the approximate retail value at the time of receipt.
 - (4) An official or employee shall disclose employment and interests that raise conflicts of interest or potential conflicts of interest in connection with a specific proposed action by the employee or official sufficiently in advance of the action to provide adequate disclosure to the public.
 - (5) The Commission shall maintain all disclosure statements filed under this subsection as public records available for public inspection and copying as provided in subsection (e)(4) of this section.
- (g) *Lobbying.*
- (1) A person shall file a lobbying registration statement with the Commission if the person:
 - a. Personally appears before a City official or employee with the intent to influence that person in the performance of the official duties of the official or employee; and

- b. In connection with the intent to influence, expends or reasonably expects to expend in a given calendar year in excess of \$200.00 on food, entertainment, or other gifts for officials or employees of the City.
- (2) A person shall file a registration statement required under this section on or before the later of January 15 of the calendar year or within five (5) days after first performing an act that requires registration in the calendar year.
- (3) The registration statement.
 - a. The registration statement shall identify:
 - 1. The registrant;
 - 2. Any other person on whose behalf the registrant acts; and
 - 3. The subject matter on which the registrant proposes to make appearances specified in paragraph (1)a. of this subsection.
 - b. The registration statement shall cover a defined registration period not to exceed one (1) calendar year.
- (4) Within thirty (30) days after the end of any calendar year during which a person was registered under this section, the person shall file a report with the Commission disclosing:
 - a. The value, date, and nature of any food, entertainment, or other gift provided to a City official or employee; and
 - b. If a gift or series of gifts to a single official or employee exceeds \$100.00 in value, the identity of the official or employee.
- (5) The City Administrator shall maintain the registrations and reports filed under this section as public records available for public inspection and copying for four (4) years after receipt by the City Administrator.
- (h) *Exemptions and modifications.* The Commission may grant exemptions and modifications to the provisions of subsections (d) and (f) of this section to employees and to appointed members of City boards and commissions when the Commission finds that an exemption or modification would not be contrary to the purposes of this section, and the application of this section would:
 - (1) Constitute an unreasonable invasion of privacy; and
 - (2) Significantly reduce the availability of qualified persons for public service.
- (i) *Enforcement.*
 - (1) The Commission or the City Administrator may:
 - a. Assess a late fee of \$5.00 per day up to a maximum of \$500.00 for a failure to timely file a financial disclosure statement required under subsection (e) or (f) of this section;
 - b. Assess a late fee of \$10.00 per day up to a maximum of \$1,000.00 for a failure to file a timely lobbyist registration or lobbyist report required under subsection (g) of this section; and
 - c. Issue a cease and desist order against any person found to be in violation of this section.
 - (2) Upon a finding of a violation of any provision of this section, the Commission or City Administrator may:
 - a. Issue an order of compliance directing the respondent to cease and desist from the violation;
 - b. Issue a reprimand; or
 - c. Recommend to the appropriate authority other appropriate discipline of the respondent, including censure or removal if that discipline is authorized by law.

- (3) If the Commission or City Administrator finds that a respondent has violated subsection (f) of this section, the Commission or City Administrator may:
 - a. Require a respondent who is a registered lobbyist to file any additional reports or information that is reasonably related to the information that is required under subsection G of this section;
 - b. Impose a fine not exceeding \$5,000.00 for each violation; and
 - c. Suspend the registration of an individual registered lobbyist if the Commission or City Administrator finds that the lobbyist has knowingly and willfully violated subsection (g) of this section or has been convicted of a criminal offense arising from lobbying activities.
- (4) Upon request by the Commission or City Administrator, the City Attorney may file a petition for injunctive or other relief in the Circuit Court for Allegany County, Maryland, or in any other court having proper venue for the purpose of requiring compliance with the provisions of this section.
 - a. The court may:
 - 1. Issue an order to cease and desist from the violation;
 - 2. Except as provided in subparagraph b. of this paragraph, void an official action taken by an official or employee with a conflict of interest prohibited by this section when the action arises from or concerns the subject matter of the conflict and if the legal action is brought within ninety (90) days of the occurrence of the official action, if the court deems voiding the action to be in the best interest of the public; or
 - 3. Impose a fine of up to \$5,000.00 for any violation of the provisions of this section, with each day upon which the violation occurs constituting a separate offense.
 - b. A court may not void any official action appropriating public funds, levying taxes, or providing for the issuance of bonds, notes, or other evidences of public obligations.
- (5) In addition to any other enforcement provisions in this section, a person who the Commission, the City Administrator or a court finds has violated this section:
 - a. Is subject to termination or other disciplinary action; and
 - b. May be suspended from receiving payment of salary or other compensation pending full compliance with the terms of an order of the Commission, City Administrator or a court.
- (6) A City official or employee found to have violated this section is subject to disciplinary or other appropriate personnel action, including removal from office, disciplinary action, suspension of salary, or other sanction.
- (7) Violation of subsection (g) of this section shall be a misdemeanor subject to a fine of up to \$10,000.00 or imprisonment of up to one (1) year.
- (8) A finding of a violation of this section by the Commission or the City Administrator is public information.

[NOTE: A document showing the text changes to the City of Frostburg Ethics Code effected by this Ordinance is attached hereto for reference purposes]

SECTION 2: AND BE IT FURTHER ORDAINED BY THE MAYOR AND CITY COUNCIL OF FROSTBURG, MARYLAND, that this Ordinance shall take effect from the date of its passage.

Introduced:
Second Hearing:
Adopted:
Effective:

FROSTBURG MAYOR AND CITY COUNCIL

By: _____
W. Robert Flanigan, Mayor

ATTEST:

Elizabeth Stahlman, City Administrator

ORDINANCE 2022-09

AN ORDINANCE TO AMEND THE CITY CODE OF FROSTBURG TO PROVIDE FOR THE ADOPTION OF REGULATIONS PERTAINING TO SOLICITORS AND MOBILE BUSINESS VEHICLES.

WHEREAS: The City of Frostburg is a municipal corporation of the State of Maryland, organized and operating under a charter ("Charter") adopted in accordance with Article XI-E of the Constitution of Maryland and Article 23-A of the Annotated Code of Maryland, as amended; and,

WHEREAS: Article VI, Section I of the City Code contains antiquated regulations regarding food and beverage sales upon or above any sidewalks; and,

WHEREAS: The Mayor and City Council have indicated their desire to change the way door-to-door solicitors are regulated by changing the authorization process from permit issuance to registration, increasing the amount of information acquired from solicitors, and enhancing the penalties for persons who violate these provisions on more than two (2) occasions, all for the purpose of protecting the public.

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of Frostburg, in consideration of the foregoing do hereby amend the City Code of the City of Frostburg by repealing Subsections (a)(c)(d) and (e) of Section 7-1 in their entirety and reenacting them to read as follows:

(a) *Solicitor registration.*

(1) *Activities regulated.* Before engaging in the following activities, persons must register with the City:

- (i) Door-to-door solicitation or canvassing of orders for any goods, wares or merchandise, for subscriptions to magazines or periodicals, or for the rendition of any service;
- (ii) Door-to-door purchase and/or sale of goods, wares or merchandise; and
- (iii) Door-to-door solicitation of business or contributions, monetary or non-monetary, for any cause or purpose, charitable or non-charitable, but excluding religious purposes or fundraising solicitations by school age children.

(2) *Information to be provided.* At the time of registration, a registrant must fill out a form that requires the production of the following information:

- (i) The registrant's name, home address, home and cell phone numbers, and all email addresses, whether personal or work-related;
- (ii) If the registrant plans to engage in solicitations on behalf of an organization or employer, the organization's name, address, telephone number and website address and the name, telephone number and email address of the solicitor's employer; and
- (iii) A registrant must produce a copy of the registrant's driver's license or age of majority card for copying.

(3) *Annual registration.* Registrations are effective from the date of registration through the balance of the calendar year.

....

- (c) *Permit fees.* The fees for the permits and registrations described in this section shall be established in the Schedule of Municipal Fees in the annual budget ordinance.
- (d) *Compliance with other laws.* Permit holders and registrants under this section are required to comply with all applicable local, State and federal laws and regulations applicable to their businesses. Registration or issuance of a permit under this section shall not constitute or be deemed to be evidence of such compliance.
- (e) *Violations.* Any person who violates the provisions of this section shall be guilty of a municipal infraction and shall be subject to the penalties provided in this Code. Additionally, any person failing to register under subsection (a) on more than two (2) occasions shall be banned from engaging in door-to-door solicitation for the balance of the then-current calendar year and for the entire following calendar year and such persons shall be guilty of a misdemeanor punishable by ten (10) days incarceration and a five hundred (\$500.00) fine for each day solicitation activities are conducted without registration. These penalties are in addition to any civil or criminal penalties which may be imposed under other laws.

Introduced:
Public Hearing:
Adopted:
Effective:

MAYOR AND CITY COUNCIL OF FROSTBURG

by _____
W. Robert Flanigan, Mayor

ATTEST

Elizabeth Stahlman, City Administrator