

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, July 14, 2022 at 3:00 PM

Frostburg Municipal Center Meeting Room - 37 Broadway

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1. CALL TO ORDER	
2. ROLL CALL	
3. COUNCIL MEETING TOPICS	
3.1. Lions Club Tax Abatement	3
Tax Abatement Request	
3.2. Community Legacy Grant Application	
3.3. Center Street Letter of Intent	4 - 7
LOI - City Of Frostburg Center Street Redevelopment 7-5-2022	
3.4. Tax Sale Foreclosure Properties, owned by City of Frostburg:	8
<ul style="list-style-type: none">• 45 Ormand Street• 42 N. Water Street	
45 Ormand Property Line Sketch	
3.5. Public Works Projects and Financing	
<ul style="list-style-type: none">• CSO - current funding/shortfalls, future loan requirement?• LCCR Revisions - competitive grants expected to be available	
3.6. Paving Project Update	
3.7. BOZA Reappointment	
3.8. ARPA Project Discussion/Updates	9
<ul style="list-style-type: none">• Website: https://www.frostburgcity.org/administration/page/american-rescue-plan-act-arpa• General updates• Subrecipient Requests:<ul style="list-style-type: none">○ Additional Information/Recommendations○ Fire Department Request○ Frostburg State University Request for Regional Science Education Center/Challenger Center	
Welcome Sign Concept	
4. DISCUSSION ITEMS	
4.1. Public Works - Work Order Management System	10 - 16
iWorQ Systems Proposal -- Frostburg 6-1-22	
4.2. COVID Leave Policy Review	
4.3. General Discussion: Mayor and Council	

5. ADJOURNMENT

UPCOMING MEETINGS AND EVENTS

1. Council Meeting: Thursday, July 21, 2022 at 7 pm

Frostburg Lions Club
P.O. Box 371
Frostburg, MD 21532

6/18/22

Mayor and City Council
City of Frostburg
P.O. Box 440
Frostburg, MD 21532

RE: Tax Credit 7/1/22 – 6/30/23
Account No. 11000819

Dear Council Members,

Frostburg Lions Club is requesting a tax credit for the above mentioned account based on the authority granted by Section 9-302(b) of the Tax Property Article of the Annotated Code of Maryland.

Your approval each year is greatly appreciated. Please contact me at (301) 689-6776 if you have any questions regarding this request.

Sincerely,



Linda Baker, Club President



~~March 25~~ July 6, 2022

City of Frostburg
37 S Broadway,
Frostburg, MD 21532

Re: Center Street Redevelopment (Project) Offer to Purchase – 8 Lots – 52,500 SQFT Center St & American Ave – Center St & Oak St

Premises: 8 Lots – 52,500 SQFT Center St & American Ave – Center St & Oak St (Exhibit A)

Seller: City of Frostburg

Buyer: Opportunity Street, LLC and/or assigneds

Purchase Price: One Dollar (\$1.00) for 8 Lots owned by the City of Frostburg; Property owned by Frostburg State University to be determined

Study Period: Three Hundred Sixty-Five (365) Days, (Exhibit B for benchmarks/timeline)

Contingences: 1. Environmental Inspection & Financing
2. A master lease with Frostburg State University and/or directly with the food service vendor to FSU for the 1st floor of the Project

Settlement: Upon the ratification of a master lease with Frostburg State University and city approval of MEP drawings for the Project

Commissions: Buyer to Pay

Other Conditions: Buyer to include 12-month lease provisions and other means to encourage tenants that seek year-round housing, with the understanding that the residential component of this project is to be geared toward professionals at Frostburg State University and various other employers in the region.

Cross Street: Buyer & Seller to coordinate with The City of Frostburg to close American Ave and combine the Center Street Redevelopment with 7 American Ave, Frostburg, MD 21532 & 150 Park Ave, Frostburg, MD 21532.

Adjacent Parcel: Buyer & Seller to coordinate with Frostburg State University to include 7 American Ave, Frostburg, MD 21532 & 150 Park Ave, Frostburg, MD 21532 as a part of the



project that includes the purchase of the 8 lots at the Center Street Redevelopment.

City of Frostburg
Accepted:

Name: _____ Date _____
Authorized Person

Exhibit A

4 Lots – 19,733SQFT Market & Camden Streets, Parking Lot #15

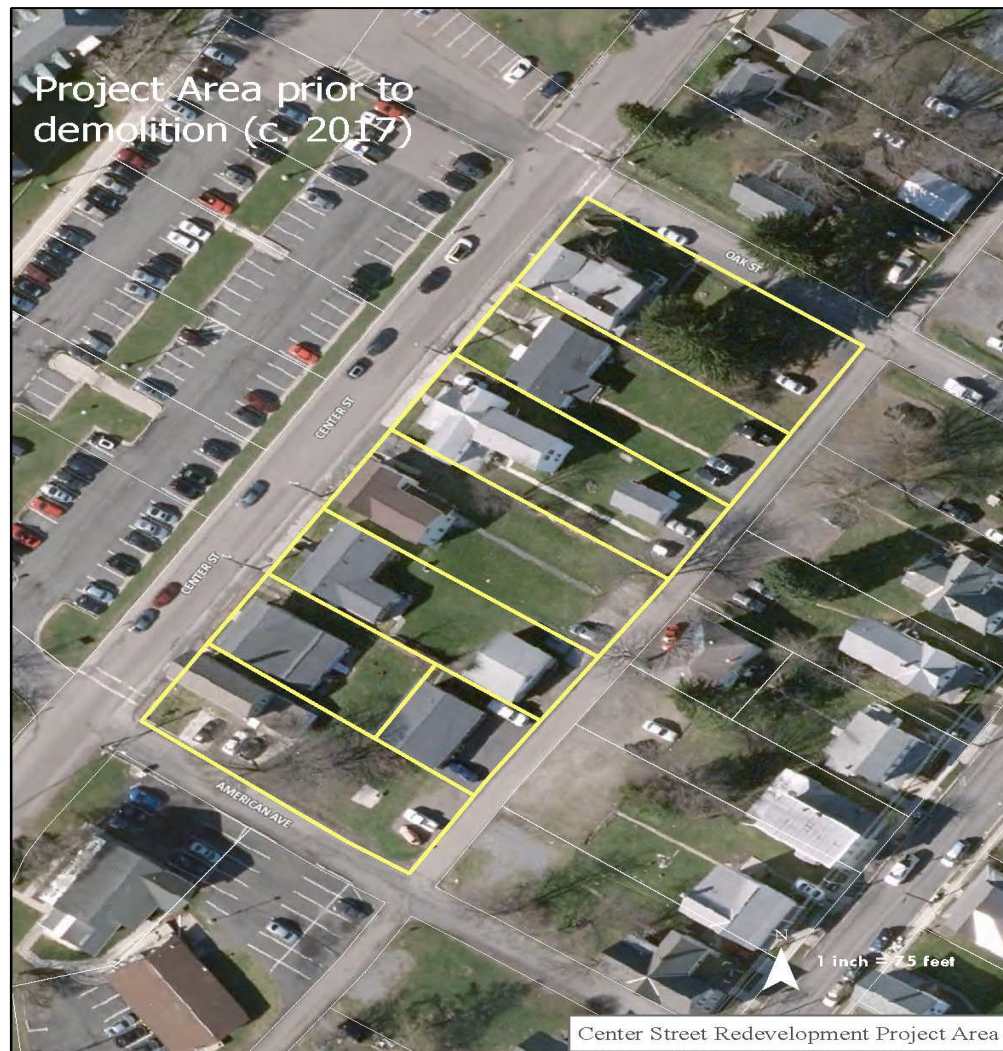


Exhibit B



Exhibit D Conceptual Timeline

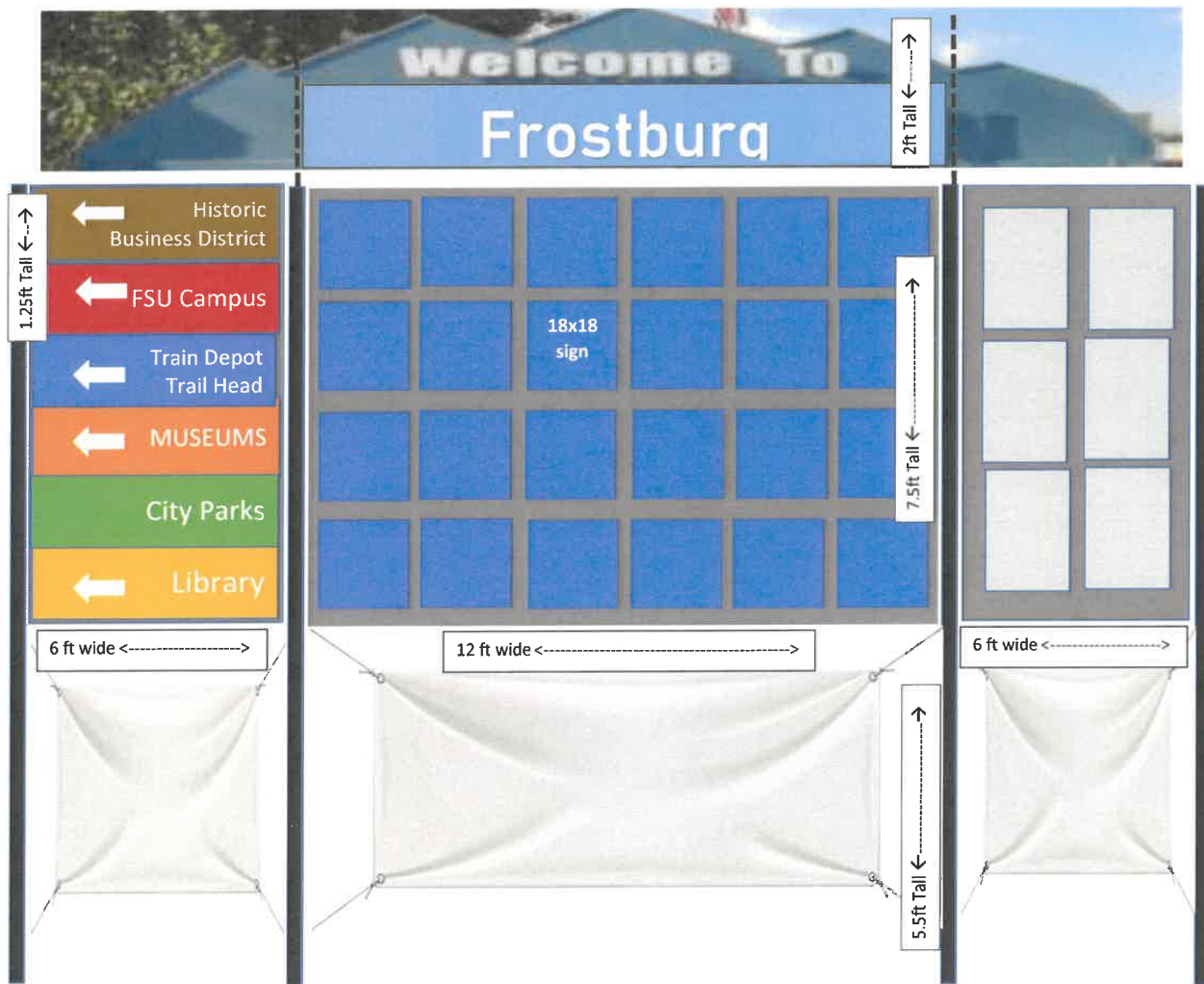
The timeline assumes all requests from Opportunity Street LLC Inc. to Tenant for information, feedback and input are addressed within 5 business days. Any and all delays from Tenant or Landlord will result in damages to be defined in the Lease. The below timeline reflects the Center Street Redevelopment (Project) contract being awarded to Opportunity Street LLC Inc.:

July 2022	Fully Executed Letter of Intent for Center Street Redevelopment (Project)
August 2022	Opportunity Street LLC and/or assigneds to provide 2-4 conceptual site drawings
November 2022	City of Frostburg, Frostburg State University, Opportunity Street LLC and/or assigneds to review and agree upon 1 site drawing
December 2022	Opportunity Street LLC to provide reasonably estimated costs of development for chosen conceptual site drawing; City of Frostburg, Frostburg State University, Opportunity Street LLC and/or assigneds to review and finalize costs projections and next steps
Q1, 2023	Pending conceptual site drawing approval, Landlord to submit for concept site plan approval to Planning and Zoning
Q2, 2023	Full execution of contract between Opportunity Street LLC and/or assigneds and City of Frostburg for Center Street Redevelopment (Project)
Q2, 2023	Opportunity Street LLC and/or assigneds to submit for building permit based on approved drawings
Q3-Q4, 2023	Ongoing attainment of varied licensing, inspections, regulatory components
Q1, 2024	All commercial, third-party lease agreements to be fully executed
Q1-Q2, 2024	Break Ground
Q2-Q3, 2025	Substantial Completion



BRADLEY GILLIS
PRINCIPAL | DEVELOPMENT





IWORQ SERVICE AGREEMENT

For iWorQ applications and services

Frostburg here after known as ("Customer"), enters into THIS SERVICE AGREEMENT ("Agreement") with iWorQ Systems Inc. ("iWorQ") with its principal place of business 1125 West 400 North, Suite 102, Logan, Utah 84321.

1. SOFTWARE AS A SERVICE (SaaS) TERMS OF ACCESS:

iWorQ grants Customer a non-exclusive, non-transferable limited access to use iWorQ service(s), application(s) on iWorQ's authorized website for the fee(s) and terms listed in Appendix A. This agreement will govern all application(s) and service(s) listed in the Appendix A.

2. CUSTOMER RESPONSIBILITY:

Customer acknowledges that they are receiving only a limited subscription to use the application(s), service(s), and related documentation, if any, and shall obtain no titles, ownership nor any rights in or to the application(s), service(s), and related documentation, all of which title and rights shall remain with iWorQ. Customer shall not permit any user to reproduce, copy, or reverse engineer any of the application(s), service(s) and related documentation.

iWorQ is not responsible for the content entered into iWorQ's database or uploaded as a document or image. Access to iWorQ cannot be used to record personal or confidential information such as driver license numbers, social security numbers, financial data, credit card information or upload any images or documents considered personal or confidential.

3. TRAINING AND IMPLEMENTATION:

Customer agrees to provide the time, resources, and personnel to implement iWorQ's service(s) and application(s). iWorQ will assign a senior account manager and an account management team to implement service(s) and application(s). Typical implementation will take less than 60 days. iWorQ account managers will call twice per week, provide remote training once per week, and send weekly summary emails to the customer implementation team. iWorQ can provide project management and implementation documents upon request. iWorQ will do ONE import of the Customer's data. This import consists of importing data, sent by the Customer, in an electronic relational database format. Customer must have clear ownership of all forms, letters, inspections, checklists, and data sent to iWorQ.

Data upload and storage is provided to every Customer. This includes uploading files up to 3MB and 10 GB of managed data storage on AWS GovCloud. Additional upload file sizes and managed data storage sizes can be provided based on the application(s) and service(s) listed in Appendix A.

4. CUSTOMER DATA:

Customer data will be stored on AWS GovCloud. iWorQ will use commercially reasonable efforts to backup, store and manage Customer data. iWorQ does backups twice per week and offsite backups twice per week. The subscription will renew each year on the anniversary date of this Agreement unless terminated (see 7. TERMINATION).

Customer can run reports and export data from iWorQ application(s) at any time.

Customer can pay iWorQ for additional data management service(s), onsite backups, application(s) and other service(s).

Data upload and storage is provided to every Customer. This includes uploading files up to 3MB and 10 GB of managed data storage on AWS GovCloud. Additional upload file sizes and managed data storage sizes can be provided based on the application(s) and service(s) listed in Appendix A.

5. CUSTOMER SUPPORT:

Customer support and training are FREE and available Monday-Friday, from 6:00 A.M. to 5:00 P.M. MST, for any authorized user with a login. iWorQ provides unlimited remote Customer training (through webinars), phone support, help files, and documentation. Basic support request is typically handled the same day. iWorQ provides "Service NOT Software".

6. BILLING:

iWorQ will invoice Customer on an annual basis. iWorQ will send invoice by mail and by email to the address(s) listed in Appendix A. Terms of the invoice are net 30 days. Any billing changes will require that a new Service(s) Agreement be signed by Customer.

Any additional costs imposed by the Customer including business licenses, fees, or taxes will be added to the Customer's invoice yearly.

7. TERMINATION:

Either party may terminate this agreement, after the initial 3-YEAR TERM, without cause if the terminating party gives the other party sixty (60) days written notice. Should Customer terminate any application(s) and or service(s) the remaining balance will immediately

become due. Should Customer terminate any part of the application(s) and or service(s) a new Service(s) Agreement will need to be signed.

Upon termination (7. TERMINATION), iWorQ will discontinue all application(s) and or service(s) under this Agreement; iWorQ will provide customer with an electronic copy of all of Customer's data, if requested by the Customer (within 3-5 business days).

During the term of the Agreement, the Customer may request a copy of all of Customer's data for a cost of no more than \$2,500; and all provisions of this Agreement will continue.

8. ACCEPTABLE USE:

Customer represents and warrants that the application(s) and service(s) will only be used for lawful purposes, in a manner allowed by law, and in accordance with reasonable operating rules, and policies, terms and procedures. iWorQ may restrict access to users upon misuse of application(s) and service(s).

9. MISCELLANEOUS PROVISIONS:

This Agreement will be governed by and construed in accordance with the laws of the State of Utah.

10. CUSTOMER IMPLEMENTATION INFORMATION:

Primary Implementation Contact _____ Title _____

Office Phone _____ Cell _____

Email _____

Secondary Implementation Contact _____ Title _____

Office Phone _____ Cell _____

Email _____

11. CUSTOMER BILLING INFORMATION:

Billing Contact _____ Title _____

Billing Address: _____

Office Phone _____ Cell _____

Email _____

PO# _____ (if required) Tax Exempt ID # _____

12. ACCEPTANCE:

The effective date of this Agreement is listed below. Authorized representative of Customer and iWorQ have read the Agreement and agree and accept all the terms.

Signature _____

Effective Date: _____

Printed Name _____

Title _____

Office Number _____

Cell Number _____

iWorQ Service(s) Agreement
APPENDIX A

iWorQ Price Proposal

Frostburg	Population- 8,505
59 E Main Street, Frostburg, MD 21532	Prepared by: Devon Bartlett

Annual Subscription Fees

Application(s) and Service(s)	Package Price	Billing
Public Works Package (Basic) Package includes: *Work Management *Sign Management *Pavement Management -Available on any computer, tablet, or mobile device using Chrome browser -Track and manage work by location using OpenStreetMap -Work order scheduling and templates -Track inventory, parts, material -Sign and Pavement Management with OpenStreetMap -Quarterly GIS Updates	\$5,000	Annual
Subscription Fee Total (This amount will be invoiced each year)	\$5,000	Annual

One-Time Setup, GIS integration, and Data Conversion Fees

Service(s)	Full Price Cost	Package Price	Billing
Implementation and Setup cost year 1	\$3,400	\$3,400 INCLUDED	Year One
Up to 5 hours of GIS integration and data conversion	\$1,000	Included	Year One
Data Conversion	\$4,900	Included	Year One
One-Time Setup Total (This amount will be added year 1)	\$9,300	\$3,400 INCLUDED	Year One
Grand Total Due Year 1	\$14,300	\$5,000	Year One

NOTES AND SERVICE DESCRIPTION

- I. Invoice for the (Annual Subscription Fee Total + One-Time Total) will be sent out 2 weeks after signature and Effective Date
- II. This subscription Fee and Agreement have been provided at the Customer's request and is valid for 25 days
- III. This cost proposal cannot be disclosed or used to compete with other companies.