

MAYOR AND CITY COUNCIL

CHRISTOPHER G. MILLER
MAYOR

JAMES L. MCCARRON
MAYOR PRO TEM

JAMES A. WIEPRECHT
CITY MANAGER

BARRI R. AVALLONE
TREASURER

CLARA KALMAN
CLERK



COUNCIL MEMBERS

JUDITH K. FULLER

DIANE A. FOSTER

ELIZABETH W. CHANEY

CHRISTOPHER R. TILLMAN

AGENDA MAYOR AND CITY COUNCIL MEETING MONDAY, MAY 13, 2024 7:30 PM

Opening: Pledge of Allegiance and roll call

Approval of Minutes: Approval of the minutes of the April 3, 2024 and April 8, 2024 regular meetings and the April 8, 2024 closed session.

Council member statement regarding conflicts of interest on agenda items

Resolution, Ordinances and Agreements:

Introduction:

Ordinance 04 – 2024 - Establishment of Information Technology Department

Adoption:

Ordinance 01 – 2024 – Fiscal Year 2024 – 2025 Operating Budget

Ordinance 02 – 2024 - Fiscal Year 2024 - 2025 Water and Sewer Rate

Ordinance 03 – 2024 - Fiscal Year 2024 – 2025 Tax Rate

Resolution 2024 – 07 – Water allocation for May

City Manager Report

Department Reports

Legal Report

New Business

1. Monthly Financial Report
2. Accounts Payables
3. Approval of lead and copper rule proposal
4. Approval of Proposal – Cunningham Recreation for Memorial Park Tot Lot playground replacement
5. Contract Award – THS Park athletic field lighting installation
6. Approval of Special Event Permit – Good News Club – July 1 through 5th, 2024
7. FY 25 – FY 30 Capital Improvement Program
8. Approval of Comprehensive plan consulting proposal
9. Approval of Proposal for Westview Drive water line replacement design
10. Nomination to Board of Zoning Appeals – Stephen “Nick” Kalinock

Council member Reports

Reading of Presiding Officers Closing Statement

Closed Session: pursuant to § 3 – 305 (b) (7) of the General Provisions Article of the Maryland Annotated Code, to consult with counsel to obtain legal advice and § 3 – 305 (b) (1) (i) (ii) to discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of an appointee, employee, or official over whom it has jurisdiction; or any other personnel matter that affects one or more specific individuals.

Mayor and Council will not return to open session following the closed meeting

**CITY OF TANEYTOWN
ORDINANCE 05-2023**

AMENDMENT TO CITY DEPARTMENTS

WHEREAS, Article IV, Powers of Council Section C-401 of the Charter of the City of Taneytown grants the Mayor and City Council the authority to create, change or abolish offices, departments or agencies; and

WHEREAS, the Mayor and City Council of Taneytown have adopted Code Chapter 11 Article I General Provisions regarding Departments which in part allows for designation of City departments and department heads by the Mayor and City Council; and

WHEREAS, City has employed an information technology specialist since 2014 and has become aware of the growing reliance on information technology services; and

WHEREAS, after considering the matter, the Mayor and City Council have decided it is in the best interests of the citizens of Taneytown to create an Information Technology department.

NOW THEREFORE, BE IT ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF TANEYTOWN THAT:

That Section 11-1 and 11-3 be amended as follows:

[new text in red]

11-1 Designation.

The departments of the City shall include the following:

A.

Administration:

(1)

General.

(2)

Finance.

(3)

Economic Development.

(4)

Information Technology

B.

Public Works:

(1)

Water.

(2)

Sewer.

(3)

Streets.

C.

Police.

D.

Planning and Zoning.

E.

Parks and Recreation:

(1)

Parks.

(2)

Recreation.

F.

Code Enforcement.

§ 11-3 Department heads; organizational chart.

A.

There may be appointed by the Mayor, with the approval of the Council, department heads, including a Chief of Police, Public Works Director, Director of Planning and Zoning, Director of Parks and Recreation, Director of Economic Development, Code Enforcement Officer, Director of Information Technology, City Clerk, and Treasurer. One individual may serve as head of more than one department if the City Manager shall so organize and direct. Only the City Manager, Mayor and department head may give direct orders to City employees.

INTRODUCED THIS ____ DAY OF _____, 2024

CLARA KALMAN, CITY CLERK

PASSED THIS ____ DAY OF _____ 2024 BY A VOTE OF
____ COUNCILMEMBERS IN FAVOR AND ____
COUNCILMEMBERS OPPOSED.

CLARA KALMAN, CITY CLERK

APPROVED THIS ____ DAY OF _____ 2024.

CHRISTOPHER G MILLER, MAYOR

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
THIS ____ DAY OF _____, 2024.

BY: _____

JACK A. GULLO, JR., CITY ATTORNEY

ORDINANCE NO. 01 - 2024
FISCAL YEAR 2024 - 2025 OPERATING BUDGET

PURSUANT to Article VII, §C-702 and C-703 of the Charter of the City of Taneytown, the Mayor and City Council shall adopt an annual budget that provides a complete financial plan for the budget year and contains estimates of anticipated revenues and proposed expenditures.

WHEREAS, a budget fulfilling the requirements of the Charter has been prepared; and

WHEREAS, pursuant to the provisions of §C-703, a public hearing on said budget has been held on _____, after the required two weeks notice was given in the Carroll County Times pursuant to §C-703 of the Charter of the City of Taneytown; and

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF TANEYTOWN:

Section One: That the budget attached hereto and incorporated herein is hereby adopted as the budget for the City of Taneytown for Fiscal Year July 1, 2024 through June 30, 2025

INTRODUCED THIS ____ DAY OF _____, 2024

CLARA KALMAN, CITY CLERK

PASSED THIS ____ DAY OF _____, 2024

CLARA KALMAN, CITY CLERK

APPROVED THIS ____ DAY OF _____, 2024

CHRISTOPHER MILLER, MAYOR

ORDINANCE NO. 02 - 2024
FISCAL YEAR 2024 - 2025 WATER AND SEWER RATE

PURSUANT to Section C-1013 of the Charter of the City of Taneytown, the Mayor and City Council have the authority to charge and collect such services rates, water rents and ready-to-serve charges as it deems necessary for water supplied and for removal of sewage.

WHEREAS, the Operating Budget for fiscal year 2024-2025 calculates the revenue necessary to operate the water and sewer system; and

WHEREAS, due to the effective management of the system, reduction in operational costs, increase in the accuracy of the metering system, and modest growth in the City, the rate needed to balance the water/sewer budget can be maintained at the prior year's rate.

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF TANEYTOWN:

Section One: That water and sewer rate for water and sewer consumed and used for Fiscal Year July 1, 2024 through June 30, 2025 shall be billed per quarter as follows:

Water	\$7.25/1,000 gallons
Sewer	\$14.24/1,000 gallons
Water Hydrant Meter	\$16.38/1,000 gallons
Bay Restoration Fund	\$15.00

INTRODUCED THIS ____ DAY OF _____ 2024

CLARA KALMAN, CITY CLERK

PASSED THIS ____ DAY OF _____, 2024

CLARA KALMAN, CITY CLERK

APPROVED THIS ____ DAY OF _____, 2024

CHRISTOPHER MILLER, MAYOR

ORDINANCE NO. 03 - 2024
FISCAL YEAR 2024 - 2025 TAX RATE

PURSUANT to Article VII, §C-709 and C-710 of the Charter of the City of Taneytown, the Mayor and City Council shall determine the amount of the tax levy for the fiscal year as determined by the amount of property tax stated in the budget; and

WHEREAS, the Mayor and City Council desire to maintain the real property tax rate of \$.37 per 100 of assessed real property value and the personal property tax rate of \$.80 per 100 of assessed property value from the prior fiscal year; and

WHEREAS, this existing real property rate exceeds the Constant Yield Tax Rate for the Fiscal Year 2023-2024, as calculated by the Maryland Department of Assessment and Taxation, thus the City has complied with the notice and public hearing requirements of §6-308 of the Tax Property Article of the Maryland Annotated Code.

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF TANEYTOWN:

Section One: That real property tax rate for the City of Taneytown shall be \$.37 per 100 of assessed real property value for Fiscal Year July 1, 2024 through June 30, 2025.

Section Two. That the personal property tax rate for the City of Taneytown shall be \$.80 per 100 of assessed property value for Fiscal Year July 1, 2024 through June 30, 2025.

INTRODUCED THIS ____ DAY OF _____ 2024

CLARA KALMAN, CITY CLERK

PASSED THIS ____ DAY OF _____, 2024

CLARA KALMAN, CITY CLERK

APPROVED THIS ____ DAY OF _____, 2024

CHRISTOPHER MILLER, MAYOR

CITY OF TANEYTOWN
RESOLUTION NO. 2024-07

WHEREAS, the Charter of the City of Taneytown gives the City Council power to operate and maintain a water system and take all necessary steps for the efficient operation thereof; and

WHEREAS, the Charter of the City of Taneytown gives the City Council the powers to exercise planning and zoning authority, under which the City has established a process for granting zoning certificates and building permits which serves to regulate construction and development within the City; and

WHEREAS, from time to time the City, based on water usage demand, improvements made to the water system, and other related factors, shall reassess the formula and calculations used to calculate available water capacity; and

WHEREAS, such a re-evaluation was conducted in August 2017 by the City and its Engineer and have used such findings in the creation of Exhibit A attached hereto; and

WHEREAS, the City Council of the City of Taneytown makes the following findings:

- A. The City of Taneytown has a limited water supply. The amount of water available for allocation to new or expanded uses is provided on Exhibit A, attached hereto and made a part hereof.
- B. It is necessary for the City of Taneytown to protect its limited water supply to allocate water capacity to existing, pending and future development within its jurisdictional boundaries to ensure the continuing economic development and stability of the City, and to ensure that development will not generate water demands which exceed available capacity.
- C. Substantial harm to the public health, safety and general welfare of the City in the form of premature exhaustion of its water supply and economic hardships will result from the issuance of unlimited development approvals.
- D. Under the mandate of State law the City has adopted a Water Capacity Management Plan to guide the development, use and allocation of drinking water appropriate for use by the City and its residents. The terms of the Water Capacity Management Plan require that the City give specific attention to water allocation.
- E. This Resolution is a fair and reasonable means of achieving, and substantially advances a public purpose and has been adopted to provide the controls necessary to accomplish this purpose.
- F. In making these findings the City Council has reviewed the background documentation and presentations by City staff and concludes that it reasonably supports these findings.

WHEREAS, the Mayor and City Council deem it in the best interest of the citizens of the City of Taneytown to use an allocation process for water currently available for new and expanded uses.

NOW THEREFORE, BE IT ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF TANEYTOWN that:

1. An allocation shall be made of the existing water supply for any existing lot of record where the owner has made application for a zoning certificate for improvements to said lot and the lot conforms in all ways to the Code of the City of Taneytown, or has already received the necessary waivers, variances, or special exceptions.
2. An allocation shall be made of the existing water supply for any development project that has received approval from the Taneytown Planning and Zoning Commission and has recorded plats.
3. An allocation shall be made of the existing water supply for any development to which water capacity was addressed under the terms of a Development Rights and Responsibilities Agreement.
4. The calculations used in forming this allocation plan are provided on Exhibit A.
5. This Resolution shall become effective upon passage of this Resolution.
6. This Resolution for the allocation of water supply shall expire as provided on Exhibit A.
7. Upon the expiration of this Resolution all allocations made under this Resolution, but not utilized shall be null and void. A reallocation of any existing water supply shall be made after that date by action of the Council.
8. This Resolution and the water allocation made thereunder does not in any way create a contract, agreement or other promise by the City to any party, to provide the water allocated beyond the effective dates of this Resolution. Any plans, decisions or determinations made in reliance of the allocations made in this Resolution or on the available water shown in Exhibit A are made at the parties own risk.
9. The City Staff is hereby empowered to enact policies necessary for the effective administration and enactment of the goals contained in the Resolution.

INTRODUCED THIS ____ DAY OF _____, 2024

CLARA J. KALMAN, CITY CLERK

PASSED THIS _____ DAY OF _____ 2024 BY A VOTE OF
_____ COUNCILMEMBERS IN FAVOR AND _____
COUNCILMEMBERS OPPOSED.

CLARA J. KALMAN, CITY CLERK

APPROVED THIS _____ DAY OF _____ 2024.

CHRISTOPHER G MILLER, MAYOR

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
THIS _____ DAY OF _____, 2024.

BY: _____

Exhibit A.

Resolution 2024-07
May 13, 2024
Water Allocation Plan

	<u>EDU</u>	<u>GPD</u>
Available Gallons per Day (GPD)		39,085
Allocated		
Infill	1 @ 250 gpd	250
Recovery 180	1 @ 250 gpd	250
Taney View	2 @ 250 gpd	500
Total Allocated		1,000
Available GPD Less Allocated		38,085
Projects with Preliminary Plan Approval		<u>0</u>
Remaining GPD		38,085

This allocation plan shall expire on June 10, 2024

City of Taneytown
Statement of Revenues and Expenditures
1 - General Fund
000 - Non Applicable
From 4/1/2024 Through 4/30/2024
(In Whole Numbers)

		Current FY24 Period Actual	Current FY24 Year Actual	Total Budget - Revised	YTD Budget Variance - Revised	Percent Total Budget Remaining - Revised	Encumbrances (07/01/2023 - 04/30/2024)
Operating Revenue							
Tax Revenue	70						
Local Revenue	700	264,448	2,732,716	3,260,443	(527,727)	(16)%	0
State Tax Revenue	710	0	677,066	805,000	(127,934)	(16)%	0
Total Tax Revenue		264,448	3,409,783	4,065,443	(655,660)	(16)%	0
County Revenue	80						
County Revenue	800	26,525	610,476	626,364	(15,888)	(3)%	0
Total County Revenue		26,525	610,476	626,364	(15,888)	(3)%	0
Local Revenue	90						
Clerk	120	2	81	232	(151)	(65)%	0
Zoning	200	227	5,411	5,100	311	6 %	0
Code Enforcement	210	170	1,420	2,000	(580)	(29)%	0
City Hall	400	0	957	0	957	0 %	0
Roberts Mill - Head Start	430	0	450	600	(150)	(25)%	0
Police	500	1,161	98,949	127,700	(28,751)	(23)%	0
Streets	600	0	235,994	427,852	(191,858)	(45)%	0
Parks & Recreation	610	2,377	18,623	25,505	(6,882)	(27)%	0
Local Revenue	700	0	102,113	70,750	31,363	44 %	0
Total Local Revenue		3,937	463,998	659,739	(195,741)	(30)%	0
Grant Revenue	95						
Police	500	0	72,374	72,374	0	0 %	0
Parks & Recreation	610	0	7,330	527,658	(520,328)	(99)%	0
Total Grant Revenue		0	79,704	600,032	(520,328)	(87)%	0
Fund Wide	99						
Fund Wide	999	0	0	4,004,352	(4,004,352)	(100)%	0
Total Fund Wide		0	0	4,004,352	(4,004,352)	(100)%	0
Total Operating Revenue		294,909	4,563,961	9,955,930	(5,391,969)	(54)%	0
Expenditures							
Administration	10						
Mayor and Council	100	13,881	125,898	91,871	(34,027)	(37)%	0
Finance	105	17,428	221,718	256,466	34,748	14 %	0

City of Taneytown
Statement of Revenues and Expenditures
1 - General Fund
000 - Non Applicable
From 4/1/2024 Through 4/30/2024
(In Whole Numbers)

		Current FY24 Period Actual	Current FY24 Year Actual	Total Budget - Revised	YTD Budget Variance - Revised	Percent Total Budget Remaining - Revised	Encumbrances (07/01/2023 - 04/30/2024)
City Manager	110	7,339	81,630	96,599	14,969	15 %	0
IT Dept	115	17,310	157,236	226,946	69,710	31 %	0
Clerk	120	8,176	87,416	112,213	24,797	22 %	0
Total Administration		64,135	673,898	784,095	110,197	14 %	0
Zoning & Code Enforcement	20						
Zoning	200	6,470	60,072	70,019	9,947	14 %	0
Planning and Zoning Commission	202	405	5,200	8,550	3,350	39 %	0
Code Enforcement	210	0	990	12,172	11,182	92 %	0
Total Zoning & Code Enforcement		6,875	66,263	90,741	24,478	27 %	0
Economic Development	30						
Economic Development	300	5,967	86,440	116,614	30,174	26 %	0
Total Economic Development		5,967	86,440	116,614	30,174	26 %	0
City Hall	40						
City Hall	400	8,483	284,355	483,041	198,686	41 %	0
City Hall - Annex	420	246	7,269	8,860	1,591	18 %	0
Roberts Mill - Head Start	430	1,543	1,936	2,360	424	18 %	0
Total City Hall		10,272	293,560	494,261	200,701	41 %	0
Public Safety	50						
Police	500	109,994	1,676,229	2,409,753	733,524	30 %	160,702
Police Secretary	510	4,478	45,214	63,626	18,412	29 %	0
Crossing Guard	520	687	6,513	14,507	7,994	55 %	0
Total Public Safety		115,159	1,727,956	2,487,886	759,930	31 %	160,702
Public Works	60						
Streets	600	72,993	1,065,830	2,821,142	1,755,312	62 %	0
Storm Water Management	605	51	2,245	750,500	748,255	100 %	0
Parks & Recreation	610	60,327	383,379	2,410,691	2,027,312	84 %	0
Total Public Works		133,371	1,451,454	5,982,333	4,530,879	76 %	0
Total Expenditures		335,778	4,299,569	9,955,930	5,656,361	57 %	160,702
Net Revenue Over Expenditures		(40,868)	264,392	0	264,392	0 %	(160,702)

City of Taneytown
Statement of Revenues and Expenditures
1 - General Fund
230 - O'Brien Street Bridge
From 4/1/2024 Through 4/30/2024
(In Whole Numbers)

		Current FY24 Period Actual	Current FY24 Year Actual	Total Budget - Revised	YTD Budget Variance - Revised	Percent Total Budget Remaining - Revised	Encumbrances (07/01/2023 - 04/30/2024)
Expenditures							
Public Works	60						
Streets	600	0	2,000	0	(2,000)	0 %	0
Total Public Works		0	2,000	0	(2,000)	0 %	0
Total Expenditures		0	2,000	0	(2,000)	0 %	0
Net Revenue Over Expenditures		0	(2,000)	0	(2,000)	0 %	0

City of Taneytown
Statement of Revenues and Expenditures
1 - General Fund
231 - Roberts Mill & Broad St Street Reconstruction
From 4/1/2024 Through 4/30/2024
(In Whole Numbers)

		Current FY24 Period Actual	Current FY24 Year Actual	Total Budget - Revised	YTD Budget Variance - Revised	Percent Total Budget Remaining - Revised	Encumbrances (07/01/2023 - 04/30/2024)
Expenditures							
Public Works	60						
Streets	600	4,558	735,653	0	(735,653)	0 %	0
Total Public Works		4,558	735,653	0	(735,653)	0 %	0
Total Expenditures		4,558	735,653	0	(735,653)	0 %	0
Net Revenue Over Expenditures		<u>(4,558)</u>	<u>(735,653)</u>	<u>0</u>	<u>(735,653)</u>	<u>0 %</u>	<u>0</u>

City of Taneytown
Statement of Revenues and Expenditures
1 - General Fund
235 - DPW Maintenance Facility
From 4/1/2024 Through 4/30/2024
(In Whole Numbers)

		Current FY24 Period Actual	Current FY24 Year Actual	Total Budget - Revised	YTD Budget Variance - Revised	Percent Total Budget Remaining - Revised	Encumbrances (07/01/2023 - 04/30/2024)
Expenditures							
City Hall	40						
City Hall	400	0	2,400	0	(2,400)	0 %	0
Total City Hall		0	2,400	0	(2,400)	0 %	0
Public Works	60						
Streets	600	0	20,000	0	(20,000)	0 %	0
Total Public Works		0	20,000	0	(20,000)	0 %	0
Total Expenditures		0	22,400	0	(22,400)	0 %	0
Net Revenue Over Expenditures		0	(22,400)	0	(22,400)	0 %	0

City of Taneytown
Statement of Revenues and Expenditures
1 - General Fund
255 - Roberts Mill & Broad Street Stormwater
From 4/1/2024 Through 4/30/2024
(In Whole Numbers)

		Current FY24 Period Actual	Current FY24 Year Actual	Total Budget - Revised	YTD Budget Variance - Revised	Percent Total Budget Remaining - Revised	Encumbrances (07/01/2023 - 04/30/2024)
Expenditures							
Public Works	60						
Storm Water Management	605	4,558	763,167	0	(763,167)	0 %	0
Total Public Works		4,558	763,167	0	(763,167)	0 %	0
Total Expenditures		4,558	763,167	0	(763,167)	0 %	0
Net Revenue Over Expenditures		<u>(4,558)</u>	<u>(763,167)</u>	<u>0</u>	<u>(763,167)</u>	<u>0 %</u>	<u>0</u>

City of Taneytown
Statement of Revenues and Expenditures
1 - General Fund
256 - Riffles Lane Stormwater
From 4/1/2024 Through 4/30/2024
(In Whole Numbers)

		Current FY24 Period Actual	Current FY24 Year Actual	Total Budget - Revised	YTD Budget Variance - Revised	Percent Total Budget Remaining - Revised	Encumbrances (07/01/2023 - 04/30/2024)
Expenditures							
Public Works	60						
Storm Water Management	605	113	3,148	0	(3,148)	0 %	0
Total Public Works		113	3,148	0	(3,148)	0 %	0
Total Expenditures		113	3,148	0	(3,148)	0 %	0
Net Revenue Over Expenditures		(113)	(3,148)	0	(3,148)	0 %	0

City of Taneytown
Statement of Revenues and Expenditures
1 - General Fund
304 - Parks - Bollinger Park
From 4/1/2024 Through 4/30/2024
(In Whole Numbers)

		Current FY24 Period Actual	Current FY24 Year Actual	Total Budget - Revised	YTD Budget Variance - Revised	Percent Total Budget Remaining - Revised	Encumbrances (07/01/2023 - 04/30/2024)
Expenditures							
Public Works	60						
Parks & Recreation	610	67,689	1,241,372	0	(1,241,372)	0 %	0
Total Public Works		67,689	1,241,372	0	(1,241,372)	0 %	0
Total Expenditures		67,689	1,241,372	0	(1,241,372)	0 %	0
Net Revenue Over Expenditures		(67,689)	(1,241,372)	0	(1,241,372)	0 %	0

City of Taneytown
Statement of Revenues and Expenditures
1 - General Fund
317 - Memorial Park Expansion
From 4/1/2024 Through 4/30/2024
(In Whole Numbers)

		Current FY24 Period Actual	Current FY24 Year Actual	Total Budget - Revised	YTD Budget Variance - Revised	Percent Total Budget Remaining - Revised	Encumbrances (07/01/2023 - 04/30/2024)
Expenditures							
Public Works	60						
Parks & Recreation	610	0	78,820	0	(78,820)	0 %	0
Total Public Works		0	78,820	0	(78,820)	0 %	0
Total Expenditures		0	78,820	0	(78,820)	0 %	0
Net Revenue Over Expenditures		0	(78,820)	0	(78,820)	0 %	0

City of Taneytown
Statement of Revenues and Expenditures
1 - General Fund
333 - Wine Fest
From 4/1/2024 Through 4/30/2024
(In Whole Numbers)

		Current FY24 Period Actual	Current FY24 Year Actual	Total Budget - Revised	YTD Budget Variance - Revised	Percent Total Budget Remaining - Revised	Encumbrances (07/01/2023 - 04/30/2024)
Operating Revenue							
Local Revenue	90						
Parks & Recreation	610	2,625	3,745	0	3,745	0 %	0
Total Local Revenue		2,625	3,745	0	3,745	0 %	0
Total Operating Revenue		2,625	3,745	0	3,745	0 %	0
Expenditures							
Public Works	60						
Parks & Recreation	610	0	4,499	0	(4,499)	0 %	0
Total Public Works		0	4,499	0	(4,499)	0 %	0
Total Expenditures		0	4,499	0	(4,499)	0 %	0
Net Revenue Over Expenditures		2,625	(754)	0	(754)	0 %	0

City of Taneytown
Statement of Revenues and Expenditures
1 - General Fund
334 - Harvest Fest
From 4/1/2024 Through 4/30/2024
(In Whole Numbers)

		Current FY24 Period Actual	Current FY24 Year Actual	Total Budget - Revised	YTD Budget Variance - Revised	Percent Total Budget Remaining - Revised	Encumbrances (07/01/2023 - 04/30/2024)
Operating Revenue							
Local Revenue	90						
Parks & Recreation	610	0	990	0	990	0 %	0
Total Local Revenue		0	990	0	990	0 %	0
Total Operating Revenue		0	990	0	990	0 %	0
Expenditures							
Public Works	60						
Parks & Recreation	610	0	5,311	0	(5,311)	0 %	0
Total Public Works		0	5,311	0	(5,311)	0 %	0
Total Expenditures		0	5,311	0	(5,311)	0 %	0
Net Revenue Over Expenditures		0	(4,321)	0	(4,321)	0 %	0

City of Taneytown
Statement of Revenues and Expenditures
2 - Utility Fund
000 - Non Applicable
From 4/1/2024 Through 4/30/2024
(In Whole Numbers)

		Current FY24 Period Actual	Current FY24 Year Actual	Total Budget - Revised	YTD Budget Variance - Revised	Percent Total Budget Remaining - Revised	Encumbrances (07/01/2023 - 04/30/2024)
Operating Revenue							
Public Works	60						
Water	620	9,648	1,249,475	2,039,465	(789,990)	(39)%	0
Sewer	630	0	1,497,519	5,148,748	(3,651,229)	(71)%	0
Total Public Works		9,648	2,746,994	7,188,213	(4,441,219)	(62)%	0
Total Operating Revenue		9,648	2,746,994	7,188,213	(4,441,219)	(62)%	0
Expenditures							
Public Works	60						
Water	620	47,470	595,312	2,039,465	1,444,153	71 %	0
Sewer	630	226,286	1,731,213	5,148,748	3,417,535	66 %	21,220
Total Public Works		273,756	2,326,525	7,188,213	4,861,688	68 %	21,220
Total Expenditures		273,756	2,326,525	7,188,213	4,861,688	68 %	21,220
Net Revenue Over Expenditures		(264,108)	420,470	0	420,470	0 %	(21,220)

City of Taneytown
Statement of Revenues and Expenditures
2 - Utility Fund
602 - Water General Capital
From 4/1/2024 Through 4/30/2024
(In Whole Numbers)

		Current FY24 Period Actual	Current FY24 Year Actual	Total Budget - Revised	YTD Budget Variance - Revised	Percent Total Budget Remaining - Revised	Encumbrances (07/01/2023 - 04/30/2024)
Operating Revenue							
Public Works	60						
Water	620	0	15,330	0	15,330	0 %	0
Total Public Works		0	15,330	0	15,330	0 %	0
Total Operating Revenue		0	15,330	0	15,330	0 %	0
Net Revenue Over Expenditures		0	15,330	0	15,330	0 %	0

City of Taneytown
Statement of Revenues and Expenditures
2 - Utility Fund
615 - Roberts Mill & Broad St Water Reconstruction
From 4/1/2024 Through 4/30/2024
(In Whole Numbers)

		Current FY24 Period Actual	Current FY24 Year Actual	Total Budget - Revised	YTD Budget Variance - Revised	Percent Total Budget Remaining - Revised	Encumbrances (07/01/2023 - 04/30/2024)
Expenditures							
Public Works	60						
Water	620	4,558	506,660	0	(506,660)	0 %	0
Total Public Works		4,558	506,660	0	(506,660)	0 %	0
Total Expenditures		4,558	506,660	0	(506,660)	0 %	0
Net Revenue Over Expenditures		<u>(4,558)</u>	<u>(506,660)</u>	<u>0</u>	<u>(506,660)</u>	<u>0 %</u>	<u>0</u>

City of Taneytown
Statement of Revenues and Expenditures
2 - Utility Fund
616 - Well 8 Generator
From 4/1/2024 Through 4/30/2024
(In Whole Numbers)

		Current FY24 Period Actual	Current FY24 Year Actual	Total Budget - Revised	YTD Budget Variance - Revised	Percent Total Budget Remaining - Revised	Encumbrances (07/01/2023 - 04/30/2024)
Expenditures							
Public Works	60						
Water	620	0	12,733	0	(12,733)	0 %	0
Total Public Works		0	12,733	0	(12,733)	0 %	0
Total Expenditures		0	12,733	0	(12,733)	0 %	0
Net Revenue Over Expenditures		0	(12,733)	0	(12,733)	0 %	0

City of Taneytown
Statement of Revenues and Expenditures
2 - Utility Fund
630 - Sewer General Capital
From 4/1/2024 Through 4/30/2024
(In Whole Numbers)

		Current FY24 Period Actual	Current FY24 Year Actual	Total Budget - Revised	YTD Budget Variance - Revised	Percent Total Budget Remaining - Revised	Encumbrances (07/01/2023 - 04/30/2024)
Operating Revenue							
Public Works	60						
Sewer	630	0	23,370	0	23,370	0 %	0
Total Public Works		0	23,370	0	23,370	0 %	0
Total Operating Revenue		0	23,370	0	23,370	0 %	0
Net Revenue Over Expenditures		0	23,370	0	23,370	0 %	0

City of Taneytown
Statement of Revenues and Expenditures
2 - Utility Fund
636 - Roberts Mill & Broad St Sewer Reconstruction
From 4/1/2024 Through 4/30/2024
(In Whole Numbers)

		Current FY24 Period Actual	Current FY24 Year Actual	Total Budget - Revised	YTD Budget Variance - Revised	Percent Total Budget Remaining - Revised	Encumbrances (07/01/2023 - 04/30/2024)
Expenditures							
Public Works	60						
Sewer	630	4,558	541,194	0	(541,194)	0 %	0
Total Public Works		4,558	541,194	0	(541,194)	0 %	0
Total Expenditures		4,558	541,194	0	(541,194)	0 %	0
Net Revenue Over Expenditures		<u>(4,558)</u>	<u>(541,194)</u>	<u>0</u>	<u>(541,194)</u>	<u>0 %</u>	<u>0</u>

City of Taneytown
Statement of Revenues and Expenditures
2 - Utility Fund
637 - Taneytown Elem/Fairground Sewer
From 4/1/2024 Through 4/30/2024
(In Whole Numbers)

		Current FY24 Period Actual	Current FY24 Year Actual	Total Budget - Revised	YTD Budget Variance - Revised	Percent Total Budget Remaining - Revised	Encumbrances (07/01/2023 - 04/30/2024)
Expenditures							
Public Works	60						
Sewer	630	0	117,182	0	(117,182)	0 %	0
Total Public Works		0	117,182	0	(117,182)	0 %	0
Total Expenditures		0	117,182	0	(117,182)	0 %	0
Net Revenue Over Expenditures		0	(117,182)	0	(117,182)	0 %	0

City of Taneytown
Statement of Revenues and Expenditures
2 - Utility Fund
638 - W Balt Mem Pk Sewer
From 4/1/2024 Through 4/30/2024
(In Whole Numbers)

		Current FY24 Period Actual	Current FY24 Year Actual	Total Budget - Revised	YTD Budget Variance - Revised	Percent Total Budget Remaining - Revised	Encumbrances (07/01/2023 - 04/30/2024)
Expenditures							
Public Works	60						
Sewer	630	19,272	20,543	0	(20,543)	0 %	0
Total Public Works		19,272	20,543	0	(20,543)	0 %	0
Total Expenditures		19,272	20,543	0	(20,543)	0 %	0
Net Revenue Over Expenditures		<u>(19,272)</u>	<u>(20,543)</u>	<u>0</u>	<u>(20,543)</u>	<u>0 %</u>	<u>0</u>

City of Taneytown
Statement of Revenues and Expenditures
2 - Utility Fund
641 - Sewer - Equipment Purchases
From 4/1/2024 Through 4/30/2024
(In Whole Numbers)

		Current FY24 Period Actual	Current FY24 Year Actual	Total Budget - Revised	YTD Budget Variance - Revised	Percent Total Budget Remaining - Revised	Encumbrances (07/01/2023 - 04/30/2024)
Expenditures							
Public Works	60						
Sewer	630	219,110	352,341	0	(352,341)	0 %	0
Total Public Works		219,110	352,341	0	(352,341)	0 %	0
Total Expenditures		219,110	352,341	0	(352,341)	0 %	0
Net Revenue Over Expenditures		(219,110)	(352,341)	0	(352,341)	0 %	0

City of Taneytown
Check/Voucher Register
From 4/1/2024 Through 4/30/2024

Document Date	ID	Check Number	Payee	Transaction Description	Check Amount
4/4/2024	ALS000	31127	ALS Group USA Corp.	Sewer Contract	<u>869.50</u>
4/4/2024		Total 31127			869.50
4/4/2024	ATL010	31128	Atlantic OccuPsych	Evaluation -D Myers	<u>450.00</u>
4/4/2024		Total 31128			450.00
4/4/2024	BIO000	31130	BioReference Laboratories, Inc.	Drug Test - D Myers	<u>101.00</u>
4/4/2024		Total 31130			101.00
4/4/2024	BRA010	31131	Branch of Hope	Health Assessment - March	<u>800.00</u>
4/4/2024		Total 31131			800.00
4/4/2024	CAR015	31132	Carroll County Chamber of Commerce	Legislative Wrap Up - Meashey	30.00
4/4/2024	CAR015		Carroll County Chamber of Commerce	Legislative Wrap Up - Miller	30.00
4/4/2024		Total 31132			<u>60.00</u>
4/4/2024	CDM000	31133	CDM Smith, Inc.	Developer Review Consultant	<u>1,866.00</u>
4/4/2024		Total 31133			1,866.00
4/4/2024	COL000	31134	Colonial Life	Supplemental Insurance	<u>1,204.64</u>
4/4/2024		Total 31134			1,204.64
4/4/2024	COL010	31135	College Publications	1/2 Page - McDaniel college Yearbook	<u>695.00</u>
4/4/2024		Total 31135			695.00
4/4/2024	CON010	31136	Conewago Enterprises Inc	Sewer Dewatering Project	<u>186,329.57</u>
4/4/2024		Total 31136			186,329.57
4/4/2024	CRO000	31137	Crouse Ford Sales, Inc.	Car Maintanance	<u>67.59</u>
4/4/2024		Total 31137			67.59
4/4/2024	ECH000	31138	Trevor Echols	K9 Patches	37.56

City of Taneytown
Check/Voucher Register
From 4/1/2024 Through 4/30/2024

Document Date	ID	Check Number	Payee	Transaction Description	Check Amount
4/4/2024	ECH000		Trevor Echols	Police Uniform - Boots	<u>100.00</u>
4/4/2024		Total 31138			137.56
4/4/2024	FER000	31139	Fern Rodkey Electric, Inc.	MP Field 1 - Scoreboard and Pa	340.00
4/4/2024	FER000		Fern Rodkey Electric, Inc.	Water M&R	<u>443.40</u>
4/4/2024		Total 31139			783.40
4/4/2024	FUE000	31140	Fuelman	Police Fuel	<u>1,387.85</u>
4/4/2024		Total 31140			1,387.85
4/4/2024	GUL000	31141	Jack A. Gullo, Jr.	Legal - Mar 2024	<u>4,587.50</u>
4/4/2024		Total 31141			4,587.50
4/4/2024	IED000	31142	IEDC	Dues 2024	<u>303.33</u>
4/4/2024		Total 31142			303.33
4/4/2024	JUL000	31143	Julie Parker Communications	Training -Engels	<u>618.81</u>
4/4/2024		Total 31143			618.81
4/4/2024	K9G000	31144	K9 Guardian, Inc	Temp Control/Safety System	<u>2,325.00</u>
4/4/2024		Total 31144			2,325.00
4/4/2024	KLI000	31145	Kline's Services, LLC	Sewer Contract	<u>6,137.25</u>
4/4/2024		Total 31145			6,137.25
4/4/2024	LBW000	31146	L.B. Water Service, Inc.	Water <&S	106.40
4/4/2024	LBW000		L.B. Water Service, Inc.	Water M&S	<u>1,295.00</u>
4/4/2024		Total 31146			1,401.40
4/4/2024	LEE000	31147	Aaron Leeks	Fuel with at training	<u>57.00</u>
4/4/2024		Total 31147			57.00
4/4/2024	MAR018	31148	Maryland Board of Waterworks and Waste Systems Operators	Certification Renewal	<u>50.00</u>

City of Taneytown
Check/Voucher Register
From 4/1/2024 Through 4/30/2024

Document Date	ID	Check Number	Payee	Transaction Description	Check Amount
4/4/2024		Total 31148			50.00
4/4/2024	MED005	31149	MEDA Foundation	Membership Dues	175.00
4/4/2024		Total 31149			175.00
4/4/2024	ONE000	31150	One Call Concepts, Inc.	Miss Utility Tickets	160.05
4/4/2024		Total 31150			160.05
4/4/2024	SMI010	31151	Smith's Port A Pots	Portlet Disposal	1,060.00
4/4/2024		Total 31151			1,060.00
4/4/2024	TRI010	31152	Triad Engineering	Sewer Dewatering	1,483.00
4/4/2024		Total 31152			1,483.00
4/4/2024	WAN005	31153	Wantz Chevrolet, Inc.	Towing to City Impound	210.00
4/4/2024		Total 31153			210.00
4/4/2024	WBM000	31154	W.B. Mason Co., Inc.	Name Plate	33.59
4/4/2024	WBM000		W.B. Mason Co., Inc.	Notary Stamp	38.89
4/4/2024		Total 31154			72.48
4/4/2024	WES030	31155	Rippeon Equipment	Street Snow/Ice	1,497.74
4/4/2024		Total 31155			1,497.74
4/5/2024	MAR068	EP0000000013405	Maryland State Retirement Agency	PGU Employee Contributions	2,606.70
4/5/2024		Total EP0000000013405			2,606.70
4/5/2024	KTB000	INV 703706	KTBS Payroll	KTBS Payroll Processing	204.72
4/5/2024		Total INV 703706			204.72
4/5/2024	KTB000	KTBS PR 4.5.24	KTBS Payroll	Net Payroll	70,159.87
4/5/2024	KTB000		KTBS Payroll	PAYROLL PPE -	30,155.68

City of Taneytown
Check/Voucher Register
From 4/1/2024 Through 4/30/2024

Document Date	ID	Check Number	Payee	Transaction Description	Check Amount
4/5/2024		Total KTBS PR 4.5.24			100,315.55
4/5/2024	CHE015	PPE 3.28.24 #84527	Chesapeake Employers	Worker's Comp Disbursement	3,544.62
4/5/2024		Total PPE 3.28.24 #84527			3,544.62
4/11/2024	ADV020	31156	Advanced Auto Parts	Parks M&S	91.99
4/11/2024		Total 31156			91.99
4/11/2024	ATL000	31157	Atlantic Tactical	Police M&S	781.75
4/11/2024		Total 31157			781.75
4/11/2024	BES005	31158	The Law Office Of Kevin J Best	Legal	4,380.60
4/11/2024		Total 31158			4,380.60
4/11/2024	BLA	31159	Dillion Blais	Police Uniform	22.95
4/11/2024		Total 31159			22.95
4/11/2024	CAR002	31160	The Carlsen Group, Inc.	Monthly Page Uploads	95.00
4/11/2024		Total 31160			95.00
4/11/2024	CAS001	31161	CASH	Petty Casy - Police - 4/5/2024	129.72
4/11/2024		Total 31161			129.72
4/11/2024	COM015	31162	COMPTROLLER OF MARYLAND-BAY RESTORATION	Bay Restoration Fee - 1QTR2024	49,924.50
4/11/2024		Total 31162			49,924.50
4/11/2024	DEP010	31163	STATE TREASURER OF MARYLAND	Police: Data Center Network	42.00
4/11/2024		Total 31163			42.00
4/11/2024	ECK000	31164	Ecker's Lawn Service, LLC	Mowing - Parks	5,000.00

City of Taneytown
Check/Voucher Register
From 4/1/2024 Through 4/30/2024

Document Date	ID	Check Number	Payee	Transaction Description	Check Amount
4/11/2024		Total 31164			5,000.00
4/11/2024	FRA005	31165	Fraternal Order of Police	FOP Dues for 2022- 4QTR	612.00
4/11/2024		Total 31165			612.00
4/11/2024	GET000	31166	GETTLE	Water - IT Equipment	9,590.00
4/11/2024		Total 31166			9,590.00
4/11/2024	HAN025	31167	HANKEY'S RADIO, INC.	Radio Programming	150.00
4/11/2024		Total 31167			150.00
4/11/2024	HOB000	31168	Hobb's Excavating LLC	Bollinger park	67,443.58
4/11/2024	HOB000		Hobb's Excavating LLC	Memorial Park Bleachers	8,200.00
4/11/2024	HOB000		Hobb's Excavating LLC	Pavilion 4	9,683.00
4/11/2024	HOB000		Hobb's Excavating LLC	Pavilion 5	9,683.00
4/11/2024	HOB000		Hobb's Excavating LLC	Roth Ave Park	8,750.00
4/11/2024		Total 31168			103,759.58
4/11/2024	KEL005	31169	Kelly & Associates Insurance Group	Health Insurance	30,725.90
4/11/2024		Total 31169			30,725.90
4/11/2024	KIN003	31170	Kings III of America, LLC	Emergancy Elevator Phone	195.00
4/11/2024		Total 31170			195.00
4/11/2024	KLI000	31171	Kline's Services, LLC	Sewer Contract	1,223.25
4/11/2024		Total 31171			1,223.25
4/11/2024	LEA000	31172	Leaf	Printer Lease	664.00
4/11/2024		Total 31172			664.00
4/11/2024	LIT000	31173	Littlestown Ace Hardware	Various	423.77
4/11/2024		Total 31173			423.77
4/11/2024	LOW000	31174	Lowe's	M&S and Bollinger	624.42

City of Taneytown
Check/Voucher Register
From 4/1/2024 Through 4/30/2024

Document Date	ID	Check Number	Payee	Transaction Description	Check Amount
4/11/2024		Total 31174			624.42
4/11/2024	MUL000	31175	Multicorp, Inc.	Monthly Office Cleaning	1,432.08
4/11/2024		Total 31175			1,432.08
4/11/2024	POT000	31178	Potomac Edison	108 Wildflower St - Street Lights	33.22
4/11/2024	POT000		Potomac Edison	119 YORK STREET ELECTRIC	965.23
4/11/2024	POT000		Potomac Edison	160 Colbert -Street Electric	34.56
4/11/2024	POT000		Potomac Edison	4140 SELLS MILL ROAD	794.64
4/11/2024	POT000		Potomac Edison	Colbert St Lot 270 -Street Lights	56.39
4/11/2024	POT000		Potomac Edison	Electric - 2 Canoe	9.83
4/11/2024	POT000		Potomac Edison	Electric - 1 W Taney Ct	10.08
4/11/2024	POT000		Potomac Edison	Electric - 107 E Baltimore St	163.69
4/11/2024	POT000		Potomac Edison	Electric - 168 Bentley St	48.13
4/11/2024	POT000		Potomac Edison	Electric - 171 Grand Dr - Street Light Meter	18.88
4/11/2024	POT000		Potomac Edison	Electric - 176 Carnival Dr - Street Lights	28.37
4/11/2024	POT000		Potomac Edison	Electric - 199 Bentley St	25.04
4/11/2024	POT000		Potomac Edison	Electric - 212 Morning Frost St	42.57
4/11/2024	POT000		Potomac Edison	Electric - 3A Hayride Ln	655.85
4/11/2024	POT000		Potomac Edison	Electric - 5 Warehouse Aly	4.80
4/11/2024	POT000		Potomac Edison	Electric - 545 Trevanion Ter	11.10
4/11/2024	POT000		Potomac Edison	Electric - 722 Clubside Dr - Pump Station Carroll Vista	1,100.13
4/11/2024	POT000		Potomac Edison	Electric - 9 Bowie Mill Ave	18.27
4/11/2024	POT000		Potomac Edison	Electric - Dunkle Ct	12.97
4/11/2024	POT000		Potomac Edison	Electric - Monocacy Cir	39.68
4/11/2024	POT000		Potomac Edison	Electric - Street Lights - Kenan St	55.96
4/11/2024	POT000		Potomac Edison	Electric - WWTP/3200 WHIPPOORWILL DR	688.43
4/11/2024	POT000		Potomac Edison	McCullough St	46.18
4/11/2024	POT000		Potomac Edison	STREET ELECTRIC	16.62
4/11/2024	POT000		Potomac Edison	Street Electric -307 Hibiscus St	6.66
4/11/2024	POT000		Potomac Edison	THP Park	31.48
4/11/2024	POT000		Potomac Edison	Water Run St- Street Electric	58.61
4/11/2024	POT000		Potomac Edison	WHIPPORWILL DRIVE	10,374.10
4/11/2024		Total 31178			15,351.47
4/11/2024	STA011	31179	STAPLES INC.	Office M&S	53.78

City of Taneytown
Check/Voucher Register
From 4/1/2024 Through 4/30/2024

Document Date	ID	Check Number	Payee	Transaction Description	Check Amount
4/11/2024		Total 31179			53.78
4/11/2024	SYN005	31180	Synagro Technologies, Inc	Sewer Contract	945.00
4/11/2024		Total 31180			945.00
4/11/2024	TAN005	31181	Taneytown Auto Parts, Inc.	Street & Parks	165.96
4/11/2024		Total 31181			165.96
4/11/2024	UNI025	31182	University of Maryland	FY24CapWin	2,528.00
4/11/2024		Total 31182			2,528.00
4/11/2024	VAC000	31183	Lorena Vaccare	Bollinger Park Ceremony	75.65
4/11/2024		Total 31183			75.65
4/11/2024	VER015	31184	Verizon Connect Inc.	Verizon Connect	226.85
4/11/2024		Total 31184			226.85
4/11/2024	WBM000	31185	W.B. Mason Co., Inc.	Office M&S	46.18
4/11/2024		Total 31185			46.18
4/15/2024	COR020	533552	Flores & Associates, LLC	April HRA Admin Fee	130.35
4/15/2024		Total 533552			130.35
4/18/2024	ARR005	31186	Arro Consulting, Inc.	Water Contract	1,194.00
4/18/2024		Total 31186			1,194.00
4/18/2024	BOL010	31188	Bollinger Gunsmithing & Sales, LLC	Finger printing - D Myers	65.00
4/18/2024		Total 31188			65.00
4/18/2024	CAR022	31189	Carroll County Commissioners	Refuse Removal	11,969.43
4/18/2024		Total 31189			11,969.43
4/18/2024	CIN000	31190	CINTAS CORPORATION	Rental & Maintenance - First Aid Kit	496.99

City of Taneytown
Check/Voucher Register
From 4/1/2024 Through 4/30/2024

Document Date	ID	Check Number	Payee	Transaction Description	Check Amount
4/18/2024		Total 31190			496.99
4/18/2024	DEN000	31191	Dennis Sales & Services, Inc.	Sewer M&R	421.50
4/18/2024	DEN000		Dennis Sales & Services, Inc.	Water M&R	<u>2,109.50</u>
4/18/2024		Total 31191			2,531.00
4/18/2024	ECO000	31192	Ecology Services Refuse & Recycling	Street Solid Waste/Recycling	29,806.87
4/18/2024		Total 31192			<u>29,806.87</u>
4/18/2024	ENV015	31193	Environmental Services and Equipment Co., Inc.	Sewer M&R	19,076.00
4/18/2024		Total 31193			<u>19,076.00</u>
4/18/2024	FAR000	31194	Farm & Home Service, Inc.	Sewer M&S	149.99
4/18/2024		Total 31194			<u>149.99</u>
4/18/2024	FLO005	31195	Flowserve	Sewer M&R	500.00
4/18/2024		Total 31195			<u>500.00</u>
4/18/2024	FUE000	31196	Fuelman	Police Fuel	1,233.07
4/18/2024		Total 31196			<u>1,233.07</u>
4/18/2024	GET000	31197	GETTLE	Sewer M&R	1,719.72
4/18/2024	GET000		GETTLE	Sewer MR	<u>2,696.57</u>
4/18/2024		Total 31197			4,416.29
4/18/2024	GRE000	31198	GreatAmerica Financial Services	Printers returned	<u>30.03</u>
4/18/2024		Total 31198			30.03
4/18/2024	HOM006	31199	Home Paramount	Office M&R	<u>2,028.00</u>
4/18/2024		Total 31199			2,028.00
4/18/2024	JET000	31200	J.E. Turnbaugh Plumbing	Police Building	<u>496.75</u>

City of Taneytown
Check/Voucher Register
From 4/1/2024 Through 4/30/2024

Document Date	ID	Check Number	Payee	Transaction Description	Check Amount
4/18/2024		Total 31200			496.75
4/18/2024	KEN005	31201	William Kennedy	MRPA Conference	179.86
4/18/2024		Total 31201			179.86
4/18/2024	KLI000	31202	Kline's Services, LLC	Sewer Contract	2,446.50
4/18/2024		Total 31202			2,446.50
4/18/2024	LOC000	31203	Local Government Insurance Trust	Bollinger Park	357.00
4/18/2024		Total 31203			357.00
4/18/2024	MAR008	31204	JARED T MARSHALL	Police Uniform - Boots	95.94
4/18/2024		Total 31204			95.94
4/18/2024	POT000	31205	Potomac Edison	Headstart & Park Electric	995.04
4/18/2024	POT000		Potomac Edison	WATER ELECTRIC	3,337.42
4/18/2024		Total 31205			4,332.46
4/18/2024	SOU000	31206	Southern States Coop., Inc.	Headstart Electric Fuel	777.32
4/18/2024	SOU000		Southern States Coop., Inc.	Streets Electric/Fuel	288.86
4/18/2024		Total 31206			1,066.18
4/18/2024	STA011	31207	STAPLES INC.	Office M&S	135.31
4/18/2024		Total 31207			135.31
4/18/2024	TEX000	31208	TextMyGov	Annual 2023-2024	1,800.00
4/18/2024		Total 31208			1,800.00
4/18/2024	TRI010	31209	Triad Engineering	Sewer Dewatering	2,132.00
4/18/2024		Total 31209			2,132.00
4/18/2024	UNI005	31210	Univar USA, Inc.	Sewer M&R	16,715.93
4/18/2024	UNI005		Univar USA, Inc.	Sewer M&S	23,992.60
4/18/2024		Total 31210			40,708.53

City of Taneytown
Check/Voucher Register
From 4/1/2024 Through 4/30/2024

Document Date	ID	Check Number	Payee	Transaction Description	Check Amount
4/18/2024	UPS000	31211	UPS	Return Meter	<u>9.84</u>
4/18/2024		Total 31211			9.84
4/18/2024	USA000	31212	USA Blue Book	Sewer M&S	<u>1,054.68</u>
4/18/2024		Total 31212			1,054.68
4/18/2024	VAC000	31213	Lorena Vaccare	MRPA Conference	<u>375.04</u>
4/18/2024		Total 31213			375.04
4/18/2024	WAN005	31214	Wantz Chevrolet, Inc.	Towing to City Impound	<u>125.00</u>
4/18/2024		Total 31214			125.00
4/18/2024	WBM000	31215	W.B. Mason Co., Inc.	Police M&S	<u>274.24</u>
4/18/2024		Total 31215			274.24
4/18/2024	WES025	31216	Westminster Security Company, Inc.	Monitoring Fee- City @ 17 East Baltimore	599.88
4/18/2024	WES025		Westminster Security Company, Inc.	Monitoring Fee- Park @ 4501 Stumptown	551.88
4/18/2024		Total 31216			<u>1,151.76</u>
4/18/2024	WEX000	31217	Wex Bank	Public Works Fuel	<u>1,833.57</u>
4/18/2024		Total 31217			1,833.57
4/18/2024	WIN005	31218	SmartSights LLC	SCADA Software 1 Yr	<u>1,450.00</u>
4/18/2024		Total 31218			1,450.00
4/18/2024	DEL025	9004511900	Deluxe	Deluxe Deposit Slips	<u>221.77</u>
4/18/2024		Total 9004511900			221.77
4/19/2024	MAR068	EP0000000013610	Maryland State Retirement Agency	PGU Employee Contributions	<u>2,646.71</u>
4/19/2024		Total EP0000000013610			2,646.71

City of Taneytown
Check/Voucher Register
From 4/1/2024 Through 4/30/2024

Document Date	ID	Check Number	Payee	Transaction Description	Check Amount
4/19/2024	KTB000	INV 705774	KTBS Payroll	KTBS Payroll Processing	<u>171.52</u>
4/19/2024		Total INV 705774			171.52
4/19/2024	KTB000	KTBS PR 4.19.24	KTBS Payroll	Net Payroll	73,796.82
4/19/2024	KTB000		KTBS Payroll	PAYROLL PPE -	<u>30,958.61</u>
4/19/2024		Total KTBS PR 4.19.24			104,755.43
4/19/2024	CHE015	PPE 4.11.24 #84527	Chesapeake Employers	Worker's Comp Disbursement	<u>3,586.50</u>
4/19/2024		Total PPE 4.11.24 #84527			3,586.50
4/25/2024	ALB005	31219	Carter Machinery company, Inc.	Contracted Service : Carroll Vista	566.00
4/25/2024	ALB005		Carter Machinery company, Inc.	Contracted Service : Police	566.00
4/25/2024	ALB005		Carter Machinery company, Inc.	Contracted Service : Sells Mill Rd	673.00
4/25/2024	ALB005		Carter Machinery company, Inc.	Contracted Service : WWTP	1,200.00
4/25/2024	ALB005		Carter Machinery company, Inc.	Contracted Service : York St	603.00
4/25/2024	ALB005		Carter Machinery company, Inc.	Sewer Service : Creekside	<u>621.00</u>
4/25/2024		Total 31219			4,229.00
4/25/2024	AMO000	31220	Jason Amoss	Water Uniform	<u>154.99</u>
4/25/2024		Total 31220			154.99
4/25/2024	AQU000	31221	Aqua-Aerobic Systems, Inc.	Sewer M&R	<u>15,001.17</u>
4/25/2024		Total 31221			15,001.17
4/25/2024	ARB005	31222	Arboreality Tree Experts LLC	RMP - Willow Tree	<u>450.00</u>
4/25/2024		Total 31222			450.00
4/25/2024	BAL005	31223	THE BALTIMORE SUN MEDIA GROUP	Hearing advertisement	<u>119.20</u>
4/25/2024		Total 31223			119.20
4/25/2024	BIO000	31224	BioReference Laboratories, Inc.	Drug Test - Buntley	<u>424.25</u>

City of Taneytown
Check/Voucher Register
From 4/1/2024 Through 4/30/2024

Document Date	ID	Check Number	Payee	Transaction Description	Check Amount
4/25/2024		Total 31224			424.25
4/25/2024	BRO035	31225	Bradley Brown	Planning Commission	30.00
4/25/2024		Total 31225			30.00
4/25/2024	BUI000	31226	Kelly Buie	Park and Rec Advisory Board	20.00
4/25/2024		Total 31226			20.00
4/25/2024	CDM000	31227	CDM Smith, Inc.	Baltimore St/ Memorial park	15,999.07
4/25/2024	CDM000		CDM Smith, Inc.	Dewatering	29,165.00
4/25/2024	CDM000		CDM Smith, Inc.	General Services	14,148.00
4/25/2024	CDM000		CDM Smith, Inc.	Roberts Mill & Broad St	18,231.64
4/25/2024	CDM000		CDM Smith, Inc.	W. Baltimore/ Memorial Park	3,273.00
4/25/2024		Total 31227			80,816.71
4/25/2024	GAR005	31228	Barry Garner	Planning Commission	30.00
4/25/2024		Total 31228			30.00
4/25/2024	HAR020	31229	Emmanuel Harvey	Park and Rec Advisory Board	20.00
4/25/2024		Total 31229			20.00
4/25/2024	HOB005	31230	Jerry Hobbs	Park and Rec Advisory Board	20.00
4/25/2024		Total 31230			20.00
4/25/2024	ISE000	31231	William Isenberg	Planning Commission	30.00
4/25/2024		Total 31231			30.00
4/25/2024	KEN005	31232	William Kennedy	Park and Rec Advisory Board	20.00
4/25/2024		Total 31232			20.00
4/25/2024	KIL000	31233	Makensie Kilby	Park and Rec Adisory Board	20.00
4/25/2024		Total 31233			20.00
4/25/2024	KLI000	31234	Kline's Services, LLC	Sewer Contract	6,116.25

City of Taneytown
Check/Voucher Register
From 4/1/2024 Through 4/30/2024

Document Date	ID	Check Number	Payee	Transaction Description	Check Amount
4/25/2024		Total 31234			6,116.25
4/25/2024	MCI000	31235	MCI COMM SERVICE	Telephone - 410-756-2498 - Sewer -Carroll Vista Pump Station	35.40
4/25/2024	MCI000		MCI COMM SERVICE	Telephone - 410-756-6204 - Water - Well# 17	35.05
4/25/2024		Total 31235			70.45
4/25/2024	MTB000	31236	M & T Bank, Trustee for CDA	CDA 2004 Series A	19,837.67
4/25/2024		Total 31236			19,837.67
4/25/2024	MTB000	31237	M & T Bank, Trustee for CDA	CDA 2014 Series A	583,435.20
4/25/2024		Total 31237			583,435.20
4/25/2024	MYE020	31238	Dan Myers	Planning Commission	30.00
4/25/2024		Total 31238			30.00
4/25/2024	PAR000	31239	James Parker	Planning Commission	30.00
4/25/2024		Total 31239			30.00
4/25/2024	REI005	31240	REILLY SWEEPING INCORPORATED	Street Sweeping	1,166.22
4/25/2024		Total 31240			1,166.22
4/25/2024	SCH010	31241	Schott Nursey, LLC	Memorial Tree - Christopher	18.00
4/25/2024		Total 31241			18.00
4/25/2024	SOU000	31242	Southern States Coop., Inc.	Streets Electric/Fuel	153.14
4/25/2024	SOU000		Southern States Coop., Inc.	Streets Gas	391.72
4/25/2024		Total 31242			544.86
4/25/2024	TIL000	31243	Christopher Tillman	Planning Commission	30.00
4/25/2024		Total 31243			30.00

City of Taneytown
Check/Voucher Register
From 4/1/2024 Through 4/30/2024

Document Date	ID	Check Number	Payee	Transaction Description	Check Amount
4/25/2024	UPS000	31244	UPS	Shipping DR200 to be fixed	<u>127.64</u>
4/25/2024		Total 31244			127.64
4/25/2024	VAC000	31245	Lorena Vaccare	Earth Day Clean up - Meal For Volunteers	<u>165.00</u>
4/25/2024		Total 31245			165.00
4/25/2024	VER000	31246	Verizon	CreekSide Pump Station	84.08
4/25/2024	VER000		Verizon	Telephone Charges	<u>969.47</u>
4/25/2024		Total 31246			1,053.55
4/25/2024	VER010	31247	Verizon Wireless	Cell phones	550.61
4/25/2024	VER010		Verizon Wireless	MDT Data	<u>520.13</u>
4/25/2024		Total 31247			1,070.74
4/25/2024	VER016	31248	Verizon	City Fiber Connect	<u>1,231.78</u>
4/25/2024		Total 31248			1,231.78
4/25/2024	WAN005	31249	Wantz Chevrolet, Inc.	Towing to City Impound	<u>125.00</u>
4/25/2024		Total 31249			125.00
4/25/2024	WBM000	31250	W.B. Mason Co., Inc.	Water Cooler Rental	<u>6.99</u>
4/25/2024		Total 31250			6.99
Report Total					<u><u>1,512,301.94</u></u>

PROFESSIONAL SERVICES AGREEMENT

0424-PW04 Revision No. 1

City of Taneytown
17 East Baltimore Street
Taneytown, MD 21787

and

ARRO Consulting, Inc.
201 Thomas Johnson Dr., Suite 207
Frederick, MD 21702

April 8, 2024

The purpose of this Agreement is to form the basis for ARRO Consulting, Inc. (ARRO) to provide consulting engineering services to assist City of Taneytown (Client) with compliance with the service line inventory requirements of the United States Environmental Protection Agency (USEPA) Lead and Copper Rule Revisions (LCRR) dated January 2021. ARRO will provide the services identified in the Scope of Services below.

SCOPE OF SERVICES

1. Attend one (1) kick-off meeting with the Client representatives to discuss details of the distribution system, known information about service lines, and availability of site records to be provided to ARRO for further investigation.
2. Review all records provided by the Client to determine the materials, age, and location of all services lines as defined above.
3. Communicate findings of records review with Client representatives. Discussion will include what additional information is needed, location of visual inspections, and schedule coordination.
4. Develop GIS service line tracking layer.
5. Perform a site visit in coordination with Client representatives, to verify the information provided by the Client. Site visit will include discussion and planning of additional investigation (excavation, etc.) that may be required to adequately determine service line materials.

This agreement is based on the verification under this task being limited to what can readily be visually observed at the site.

6. Perform additional services including coordination, performance of, and site visits related to, mechanical excavation, if a records review and site visit are unable to adequately determine the material of the entire service line,
7. Complete service line inventory form.
8. Submit service line inventory form in electronic format to the Client for review and submission to Maryland Department of the Environment (MDE).

SPECIFIC SERVICES EXCLUDED

Services not set forth within the Scope of Services are specifically excluded, including:

1. Evaluation of any piping inside or outside of any buildings not defined as a service line.

2. Design, engineering, or permitting for repair or replacement of any service lines, regardless of materials.
3. Obtaining (or costs related to) permitting required for excavation or other work required to determine service line materials.
4. Additional engineering and/or services resulting from the presence of sinkholes, unsuitable soil conditions or other unforeseen geological conditions.
5. Attendance at any additional meetings/site visits.
6. Services resulting from any revision or update to USEPA or MDE regulations or guidance related to the LCRR released or communicated after the date of this agreement.
7. Services resulting from significant changes to Scope of Services beyond reasonable control of ARRO. Such revisions include, but are not limited to, additional meetings, changes in the size, complexity, scheduling, or character of services required to complete this project.

SCHEDULE

ARRO will commence work upon receipt of written Notice-to-Proceed and will endeavor to submit to MDE by October 1, 2024, if written authorization to proceed is provided by May 31, 2024.

CLIENT'S RESPONSIBILITIES

1. Designate a person to act as its representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, and interpret and define the Client's policies and decisions pertaining thereto within a responsible amount of time so as not to delay the services of ARRO.
2. Arrange for access to and make all provisions for ARRO to enter upon public and private property as required by ARRO to perform its services.
3. Obtain approvals and permits from and pay fees of all governmental authorities having jurisdiction over the project, and such approvals and consents from others as may be necessary for completion of the project.
4. Assist ARRO by placing at its disposal all available information pertinent to the project including previous reports and any other data relative to the work covered herein.
5. Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by ARRO, obtain advice of an attorney, insurance counselor, and other consultants as the Client deems appropriate for such examination, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ARRO.
6. Provide such accounting, legal, and insurance counseling services as may be required by the Client for the project or as ARRO may reasonably request with regard to legal, accounting, and insurance issues pertaining to the project including any that may be raised by the contractor.

7. Give prompt written notice to ARRO when the Client observes or otherwise becomes aware of any development that affects the scope or timing of ARRO's services or becomes aware of any unsatisfactory performance by ARRO.
8. Provide site records and other available applicable information.

COMPENSATION


In consideration of the services performed by ARRO in accordance with this Agreement, the Client shall pay ARRO on a time and expenses basis in accordance with ARRO's 2024 "Schedule of Hourly Rates and Charges for Professional Services" which is attached. Work done in subsequent years shall be at the rates and charges applicable to that year, a copy of which will be furnished to the Client at their request.

These services shall be provided for an estimated time and material fee of Twenty Thousand Dollars (\$20,000.00). ARRO shall notify the Client if the total fee will significantly vary from this estimate.

Invoices shall be rendered monthly and shall be paid within thirty (30) days of the date of the invoice.

THE TERMS OF THIS AGREEMENT SHALL REMAIN OPEN FOR ACCEPTANCE FOR A PERIOD OF SIXTY (60) DAYS FROM THE ABOVE DATE, AFTER WHICH TIME ARRO RESERVES THE RIGHT TO REVIEW, REVISE, OR WITHDRAW THIS AGREEMENT.

THE ATTACHED STANDARD TERMS AND CONDITIONS ARE INCORPORATED INTO AND A PART OF THIS AGREEMENT.

City of Taneytown		ARRO Consulting, Inc.	
BY:	_____	BY:	
PRINTED NAME:	_____	PRINTED NAME:	Nate J. Merkel, GISP
TITLE:	_____	TITLE:	Vice President
DATE:	_____	DATE:	April 8, 2024
CLIENT'S DESIGNATED REPRESENTATIVE:	_____		_____

ARRO CONSULTING, INC.
SCHEDULE OF HOURLY RATES AND CHARGES FOR PROFESSIONAL SERVICES

Calendar Year 2024

I. COMPENSATION FOR PERSONNEL SHALL BE IN ACCORDANCE WITH THE FOLLOWING HOURLY RATES:

CLASS	POSITIONS	HOURLY RATE
1	OFFICE & FIELD SUPPORT CADD Clerk, Engineering Intern, Secretary I, Secretary II, Secretary III, Secretary IV	\$61.00
2	TECHNICIANS Administrative Assistant I, Administrative Assistant II, CADD Operator I, CADD Operator II, Engineering Technician I, GIS Technician I, Operations Consultant I, Resident Project Representative I	\$82.00
3	DESIGNERS Administrative Manager, Designer I, Engineering Technician II, Resident Project Representative II	\$105.00
4	PROJECT TECHNICIANS Designer II, Engineer I, Engineering Technician III, GIS Analyst I, GIS Technician II, Grant Specialist, Planner I, Project Administrator, Resident Project Representative III, Scientist I	\$139.00
5	PROFESSIONALS, SPECIALISTS Engineer II, GIS Analyst II, Planner II, Scientist II, Designer III, Engineering Technician IV, Operations Consultant II, Resident Project Representative IV	\$170.00
6	PROJECT PROFESSIONALS, SENIOR PROJECT TECHNICIANS Engineer III, GIS Analyst III, Planner III, Scientist III, Designer IV, Engineering Technician V, Operations Consultant III, Specifications Writer	\$181.00
7	SENIOR PROJECT PROFESSIONALS, PROJECT SPECIALISTS Engineer IV, GIS Analyst IV, Planner IV, Project Manager I, Scientist IV, Computer Services Manager, Design Manager, Engineering Specialist, Operations Consultant IV	\$191.00
8	SENIOR PROFESSIONALS, SENIOR PROJECT SPECIALISTS Engineer V, GIS Analyst V, Planner V, Project Manager II, Scientist V, Senior Engineering Specialist, Operations Consultant V	\$197.00
9	MANAGING PROFESSIONALS Assistant Vice President, Chief Engineer, Engineer VI, GIS Manager, Operations Consultant VI, Senior Planner, Senior Project Manager, Scientist VI	\$199.00
10	MANAGING PRINCIPALS Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President	\$199.00

II. COMPENSATION FOR EXPENSES AND OTHER CHARGES SHALL BE AS FOLLOWS:

MILEAGE	FEDERAL ALLOWABLE VEHICLE REIMBURSEMENT RATE
COMMERCIAL TRAVEL/LIVING EXPENSES	NET COST
DATA PROCESSING & DUPLICATING WORK	SCHEDULE SUPPLIED UPON REQUEST
OUTSIDE SERVICES	NET COST PLUS 15%

III. TECHNOLOGY SURCHARGE WILL BE APPLIED TO COVER LICENSING FEES/ UPGRADES FOR COMPUTER-RELATED SERVICES (GIS, CADD, GPS, SURVEYING, HYDRAULIC MODELING, AND OTHER PROPRIETARY SOFTWARE).

IV. STATEMENTS WILL BE RENDERED MONTHLY AND ARE PAYABLE UPON RECEIPT.

V. CERTIFICATES OF INSURANCE COVERAGE WILL BE SUPPLIED UPON REQUEST.

VI. EXCEPTIONS TO OR DEVIATION FROM ANY OF THE FOREGOING TERMS SHALL BE VALID ONLY AS SPECIFICALLY AND MUTUALLY AGREED UPON.

VII. CHARGES ARE SUBJECT TO REVISION.

All services performed by ARRO are performed in accordance with and subject to the attached Standard Terms and Conditions. ARRO expressly rejects any other terms and conditions which may be presented to it, including any presented as part of a municipal appointment. Any changes to these Standard Terms and Conditions shall be mutually agreed to in writing.

**ARRO HOLDINGS, LLC; THE ARRO GROUP & SUBSIDIARIES,
ARRO CONSULTING, INC., CKS ENGINEERS, INC., CASTLE VALLEY CONSULTANTS, INC.
STANDARD TERMS AND CONDITIONS**

1. OPINION OF PROBABLE COSTS

Opinions of probable construction and related costs, financing and acquisition of land and rights-of-way prepared by ARRO represent its judgment as a design professional and are supplied for the general guidance of the Client. Since ARRO has no control over cost of labor, materials, equipment or services furnished by others, over contractors' methods of determining prices, over costs of financing, acquisition of land or rights-of-way or over competitive bidding, market or negotiating conditions, ARRO does not guarantee that any such opinions will not vary from actual costs or contractors' bids to the Client.

2. INSTRUMENTS OF SERVICE

All reports, plans, specifications, drawings, field data, notes, formulae, calculations, codes, computer programs and any other documents used in the preparation of the work hereunder or delivered to the Client hereunder, including electronic or digitized versions thereof, are instruments of service of ARRO and shall remain the property of ARRO. Client has the right to use the work delivered hereunder for an indefinite period of time for the purposes outlined in this Agreement. However, the work furnished by ARRO hereunder, whether in document form or electronic or digitized versions thereof, are not to be reused by the Client or any other person or entity for extensions of the project for which they were prepared or on any other project. Any reuse of the documents or their electronic or digitized versions without specific written verification or adaptation by ARRO will be at the Client's sole risk and without liability to ARRO, and Client shall hold ARRO harmless from any claims or damages resulting from such reuse, including claims of infringement of proprietary information.

3. CHANGED CONDITIONS

ARRO has used its professional judgment in establishing the scope of services and fee for this project, given the information provided by the Client or known to ARRO about the project's nature and risks and current laws, codes, regulations, standards and permit conditions in effect thirty (30) days prior to the date of this proposal/Agreement. Occurrences or discoveries that were not originally contemplated by or known to ARRO shall constitute changed conditions and shall require an equitable adjustment in scope, schedule and/or fee under this Agreement. If ARRO should request an adjustment to this Agreement, ARRO shall identify the changed conditions and the Client shall promptly and in good faith enter into a renegotiation of this Agreement. If the Client refuses to renegotiate, ARRO may terminate this Agreement.

4. ADDITIONAL WORK

The Client or ARRO may, from time to time, during the course of the work request changes or modifications in the "Scope of Services" to be performed hereunder. Such changes and/or modifications, including any increase or decrease in the amount of ARRO's compensation, which are mutually agreed upon between the Client and ARRO, shall be incorporated in written amendments to this Agreement. In the event the Client desires additional work performed, which is not covered by the proposal and/or Agreement, the parties shall execute an amendment to this Agreement, and ARRO shall be paid for the additional work in accordance with the terms and conditions for extra work as set forth in the Agreement.

5. DELAYS

In the event of delays through no fault of ARRO, the Client shall pay all costs which have been reasonably incurred by ARRO in suspending the services including all costs incurred in reactivating the services. This is in addition to compensation for services performed and costs incurred prior to suspension.

6. WARRANTY AND REMEDY

ARRO warrants that it shall exert the degree of care and skill in the performance of its services normally exercised by similar professionals under similar circumstances. This warranty is in lieu of and excludes all other warranties whether express or implied, by operation of law or otherwise, including any warranty of fitness for particular purpose.

ARRO's liability to the Client for losses, injuries, damages or expenses arising from ARRO's services under this Agreement and which are covered by ARRO's liability insurances shall be limited to the then remaining limits of ARRO's applicable liability insurance coverage(s). For any other losses, injuries, damages or expenses arising from ARRO's services, Client agrees that ARRO's total aggregate liability therefore shall not exceed the amount of ARRO's service revenue under this Agreement.

In addition, the Client agrees to extend any and all liability limitations and indemnifications provided by the Client to ARRO to those individuals and entities ARRO retains for performance of the services under this Agreement, including ARRO's subconsultants and their assigns.

For purposes of this Agreement the term "liable" and "liability" shall mean liability of any kind that may be found to rest upon ARRO, whether arising from the negligence of ARRO, its subcontractors, agents or employees, breach of warranty, breach of contract, strict or absolute liability and/or any other cause.

7. CONSEQUENTIAL DAMAGES

Neither ARRO nor Client shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by ARRO or the Client, their employees, agents, subconsultants or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

8. TERMS OF PAYMENT

In the event that payment is not made within thirty (30) days from date of billing, interest will be charged at the rate of one percent (1%) per month, or the maximum amount permitted by law.

9. PATENTS

ARRO will not conduct patent searches in the performances of its services and assumes no responsibility or liability for any patent or copyright infringement arising therefrom. Nothing contained herein shall be construed as a warranty or representation that anything made, used or sold arising out of the services provided for the project will be free from infringement of patents.

10. SUSPENSION OF SERVICES

If payment of ARRO's invoices is not maintained as per the Terms of Payment set forth herein, ARRO may by seven (7) days written notice to the Client suspend further services without liability until the Client has paid in full all amounts due ARRO on account of services rendered and expenses incurred, including interest on past due invoices. Suspension exceeding ninety (90) days shall, at ARRO's option, make this Agreement subject to renegotiation or termination. Any suspension shall extend the time schedule for performance in a manner that is satisfactory to ARRO.

11. TERMINATION

This Agreement for ARRO's services may be terminated by either party upon thirty (30) days prior written notice to the other party. In the event of termination, ARRO shall be compensated for services performed and expenses incurred up to the date of termination, plus reasonable actual costs incurred by ARRO as a result of a termination by the Client.

12. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the parties and their respective successors and assigns. ARRO may employ such independent consultants, associates and subcontractors as it may deem appropriate. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the parties.

13. SEVERABILITY AND REFORMATION

Any provision or part thereof of this Agreement held to be void or unenforceable under any law or order of court shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Client and ARRO. In addition, the parties agree that this Agreement shall be reformed to replace such stricken provision(s) or part(s) thereof with a valid and enforceable provision(s) which comes as close as possible to expressing the intention of the stricken provision(s).

14. EMPLOYEE LIABILITY

The Client acknowledges that ARRO is a corporation and agrees that any claim made by the Client arising out of any act or omission of any director, officer or employee of ARRO in the execution or performance of this Agreement, shall be made against ARRO and not against such director, officer or employee.

15. FORCE MAJEURE

Client and ARRO agree that there shall be no liability on the part of either party for any failure or delay in the performance of any obligations hereunder resulting from any cause beyond their reasonable control, including, but not limited to: acts of God; acts or omissions of civil or military authority; acts or omissions of contractors or suppliers; fires; floods; epidemics; quarantine restrictions; severe weather; strikes; embargoes; wars; political strife; riots; delays in transportation; compliance with any regulations or directives of any national, state, local, or municipal governments or any department thereof; fuel, power, materials or labor shortages.

16. ENTIRE AGREEMENT

This Agreement, upon its acceptance by the Client, shall constitute the entire and integrated understanding between the parties and supersedes all prior and contemporaneous negotiations and agreements, whether oral or written, with respect to the subject matter herein. This Agreement may be amended only by a written instrument signed by both parties.

17. ASBESTOS OR HAZARDOUS OR TOXIC MATERIALS

ARRO's scope of services does not include any services related to asbestos or hazardous or toxic materials. ARRO shall have no responsibility under this Agreement to determine the existence, location, quantity, type or composition of any hazardous or toxic materials that may exist at the site. In the event ARRO or any other party encounters asbestos or hazardous or toxic materials at the site, or should it become known in any way that such materials may be present at the site or any adjacent areas that may affect the performance of ARRO's services, ARRO may, at its option and without liability for consequential or other damages, suspend performance of services on the project until the Client retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrant that the site is in full compliance with applicable laws and regulations.

18. PHASE I & PHASE II ENVIRONMENTAL SERVICES

In consideration of the substantial risks to ARRO in performing Phase I and Phase II environmental assessment services, the Client agrees, to the maximum extent permitted by law, to indemnify and hold harmless from any damage, liability or cost, including reasonable attorneys' fees and costs of defense, arising out of or resulting from the performance of services under this Agreement or related in any manner whatsoever to the existence, identification, release or disposal of hazardous or toxic substances, except those damages, liabilities or costs arising directly from the sole negligence or willful misconduct of ARRO.

a. REGULATED CONTAMINANTS

The Phase II environmental assessment is being conducted solely to permit ARRO to render a professional opinion on the likelihood of regulated contaminants being present on, in, or beneath the site identified in the Agreement at the time the services are rendered. Client acknowledges and understands that the findings derived from a Phase II environmental assessment are limited and that ARRO cannot know or state as an absolute fact that the site is unaffected by reportable quantities of regulated contaminants. Furthermore, even if ARRO believes, in its professional opinion, that reportable quantities of regulated contaminants are not present at the site, Client still bears the risk that such contaminants may be present or may migrate to the site after the study is completed. Client's acceptance of this Agreement shall evidence that Client understands the risks associated with the Phase II environmental assessment and, in consideration of ARRO agreeing to provide these services, Client agrees, to the maximum extent permitted by law, to waive any claim against ARRO and agrees to defend, indemnify, and hold ARRO harmless from any damage, claim, liability, or cost, including reasonable attorneys' fees and costs of defense, for injury or loss which may arise out of or result from any alleged contamination or existence of hazardous material discovered at the site or performance of services under this Agreement or related in any manner whatsoever to the existence, identification, release or disposal of hazardous or toxic substances, except those damages, liabilities or costs arising directly from the sole negligence or willful misconduct of ARRO.

b. SAMPLING BYPRODUCTS

All substances on, in, or beneath the Client's site identified in the Agreement, or obtained from the site as samples or as byproducts of the sampling process are, and shall remain, the Client's property. Any samples or byproducts of the sampling process that are, or are assumed to be regulated contaminants, or in ARRO's opinion, may be affected by a regulated contaminant, will be packaged in accordance with applicable law and these materials will be promptly turned over to the Client and the Client will be responsible for legal disposal of them. ARRO shall not have any responsibility under this Agreement to arrange for disposal, or dispose, of materials that are, or are suspected to be, affected by regulated contaminants. Client shall sign all manifests for the disposal of regulated contaminants or suspected regulated contaminants. ARRO will not, under any circumstances, be considered a generator, transporter, or disposer of the materials affected by regulated contaminants. Because involvement with the Client's contaminated samples can expose ARRO to considerable risks, Client agrees, to the maximum extent permitted by law, to waive any claim against ARRO and agrees to defend, indemnify, and hold ARRO harmless from any damage, claim, liability, or cost, including reasonable attorneys' fees and costs of defense, for injury or loss which may arise out of or result from ARRO containing, labeling, transporting, testing, temporarily storing, and other handling of the Client's contaminated samples or performance of services under this Agreement or related in any manner whatsoever to the existence, identification, release or disposal of hazardous or toxic substances, except those damages, liabilities or costs arising directly from the sole negligence or willful misconduct of ARRO.

c. CROSS CONTAMINATION

Sampling may result in unavoidable cross-contamination of subsurface areas, such as when a probe or boring penetrates through a contaminated area into an aquifer, underground stream, or other hydrous body not previously contaminated. Client acknowledges and understands that ARRO cannot, despite exercising due care, completely eliminate this risk. Because sampling is an essential element of the Phase II environmental services covered by this Agreement and can expose ARRO to considerable risks, Client agrees, to the maximum extent permitted by law, to waive any claim against ARRO and agrees to defend, indemnify, and hold ARRO harmless from any damage, claim, liability, or cost, including reasonable attorneys' fees and costs of defense, for injury or loss which may arise out of or result from any cross-contamination allegedly caused by sampling or performance of services under this Agreement or related in any manner whatsoever to the existence, identification, release, or disposal of hazardous or toxic substances, except those damages, liabilities or costs arising directly from the sole negligence or willful misconduct of ARRO.

19. THIRD PARTY BENEFICIARY

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or ARRO. ARRO's services under this Agreement are being performed solely for the Client's benefit, and no other entity shall have any claim against ARRO because of this Agreement or the performance or nonperformance of services hereunder. The Client agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of this paragraph.

20. GOVERNING LAW

The laws of the Commonwealth of Pennsylvania shall govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the Courts of Common Pleas of Pennsylvania having jurisdiction.



City of Taneytown

Memo

To: Mayor Pro Tem James McCarron, Council Member Elizabeth Chaney, Council Member Diane Foster, Council Member Judith Fuller, Council Member Christopher Tillman

From: Lorena Vaccare, Director of Parks & Recreation Department

cc: Mayor Christopher Miller, City Manager James Wieprecht, Parks and Recreation Advisory Board Members

Date: 5/8/24

Re: Memorial Park – Tot Lot Playground Replacement;
Recommendation for Proposal Acceptance

After requesting and receiving proposals from OMNIA and Sourcewell playground equipment vendors for the City's Memorial Park Tot Lot Playground Replacement project, and advising them of our budget, the attached proposal is offered for your consideration and acceptance.

Summary:

<u>Cunningham Recreation (OMNIA Partner / Contract #2017001134)</u>	
Playground Equipment, Surfacing, Installation, etc.	= \$122,826.60
OMNIA Contract Discount	= (\$15,211.63)
Freight	= \$ 2,797.49
Subtotal	= \$110,412.46
Program Open Space Grant Funding	= (\$99,832.50)
Balance by City	= \$ 10,579.96

Visits to other municipal playgrounds installed by Cunningham Recreation were conducted to determine quality of equipment, materials, and safety surfacing (i.e., poured in place surfacing). Inspection results indicated that the afore-referenced met all industry safety standards, were age-group appropriate, and aesthetically pleasing.

Based on the above, and on the advice of the Parks and Recreation Advisory Board, we herein recommend that the City accept the presented proposal from Cunningham Recreation for the amount of \$110,412.46.

Please let me know if you have any questions or require additional documentation regarding this proposal.

Proposal for

**City of Taneytown
Taneytown, MD**

Prepared by



4.26.24
165634-01-03
Memorial Park-Opt.2



800-438-2780 | cunninghamrec.com

Hello!

We are excited for the opportunity to work with you on your upcoming exciting new playground project! For almost 60 years, Cunningham Recreation has designed and built thousands of playgrounds for children of all ages and all abilities. We partner with municipalities, schools, architects and youth organizations to plan, design and build their vision from the ground-up.

Cunningham Recreation is the exclusive representative for GameTime park and playground equipment in North Carolina, South Carolina, Virginia, West Virginia, Arkansas, Kansas, Missouri, Illinois, Oklahoma, Texas, Tennessee, Iowa, Nebraska, North Dakota, South Dakota, Delaware, Maryland, and DC.

The following pages will provide greater detail about our proposal(s), more information on Cunningham Recreation and GameTime and how we can meet the goals of your project.

Please reach out with any questions or additional details. I look forward to working with you.

Sincerely,



Brandon Orff
Sales Associate
410-708-5090
brandon@cunninghamrec.com



About Cunningham Recreation and GameTime



Since 1929, GameTime has been a pioneer in the commercial playground equipment industry. GameTime has continued to bring meaningful research around the importance of play to the design, engineering, manufacture, and delivery of play equipment. GameTime Play Equipment's work has elevated industry standards on safety, physical and mental development, inclusion, and intergenerational interaction.

GameTime play systems, site furnishings and amenities are constructed from the highest quality materials and are backed by the industry's best warranty and customer service. Equipment is manufactured to meet current ASTM, CPSC and ADA guidelines for playground safety and accessibility.

For almost 60 years, Cunningham Recreation has been providing commercial park and playground equipment from design to construction. We are proud to serve as GameTime Play Equipment's exclusive representative in North Carolina, South Carolina, Virginia, West Virginia, Arkansas, Kansas, Missouri, Illinois, Oklahoma, Tennessee, Texas, Iowa, Nebraska, North Dakota, South Dakota, Delaware, Maryland, and DC.

Cunningham Recreation has adequate coverage in each territory to ensure our customers receive professional assistance and excellent customer service.

Range of Installation and Services

GameTime holds an ISO 9001 certification, which validates our high-quality manufacturing standards and our commitment to excellence in the design, production, installation, inspection and testing of our products. Our ISO 14001 certification supports our dedication to environmental sustainability and our commitment to eliminating waste, implementing recycling practices in our manufacturing facility, and offering recycled and recyclable products to our customers.

Cunningham Recreation specializes in complete park and playground solutions. We offer a full range of commercial park and play equipment for children of all ages and all abilities, and we have completed thousands of installations.

Cunningham Recreation offers a variety of resources and design approaches for planning and maintaining parks and playgrounds.



Both Cunningham Recreation and GameTime are considered leaders in the playground industry. Why not partner with a leader? Our research, design principles, innovative products and available resources are at your disposal.



SIGNATURE PROJECTS



Veteran's Memorial Park – Westminster, MD

This GameTime Altus Tower is taking play to a higher level. The playground also includes an Arch Swing, Fusion Spinner, and is completed with poured-in-place rubber safety surfacing. For added comfort and style there is also a RCP picnic shelter with tables right next to the playground.

Total Cost: \$180,000

Carroll County Farm Museum – Westminster, MD

This custom farm themed playground includes a barn, silo, corn cob climbers functionally linked to a tractor play component for loads of fun. The play area is completed with engineered wood fiber (EWF), and a farm fun facts educational sign.

Total Cost: \$250,000



Creamery Park – Walkersville, MD

Creamery Park in Walkersville now has an inclusive GameTime playground fully wheelchair accessible by ramp. The playground also features high back swings, shade, spin-with-me and one of the industries first inclusive net structures, the GT Splash. Poured-in-place rubber safety surfacing and park benches complete the play space.

Total Cost: \$365,000



City of Taneytown Memorial Park REV

Design • Build • PLAY!

Color Palette: Deep Space



Alternate
View



Memorial Park Option 2

Design • Build • PLAY!



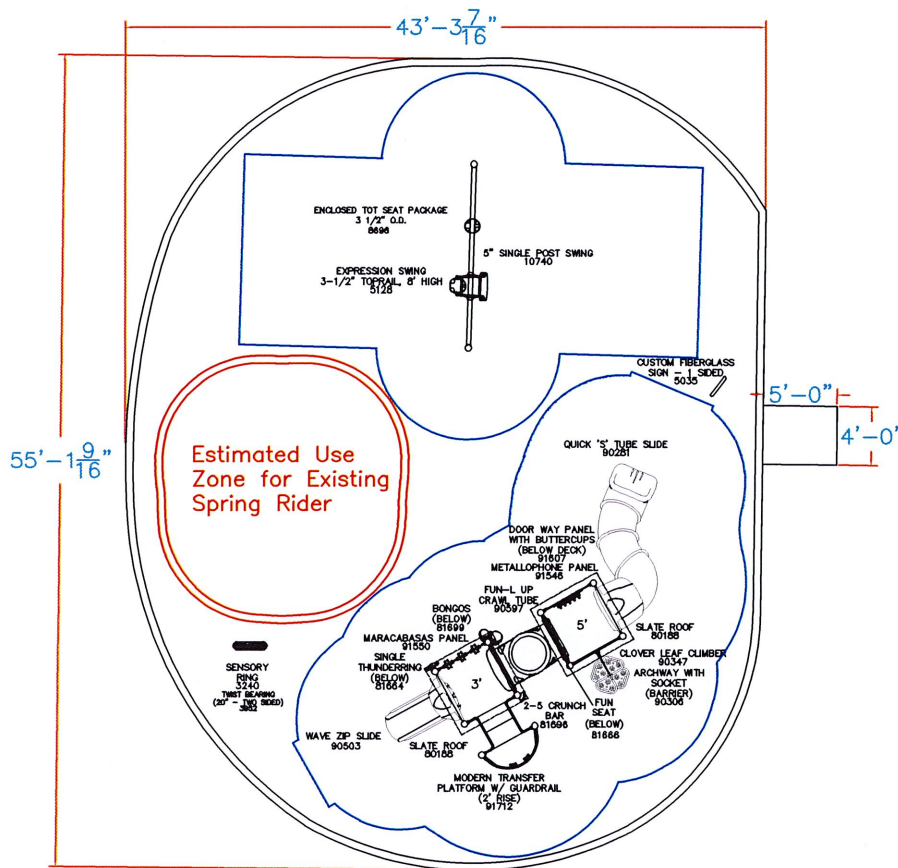
View 2



View 3



**Rendered in Deep Space Color Palette*



SURFACING	
TYPE	PIP
SQ. FT.	2035
DEPTH	3.75"

1	5
0	2

SCALE IN FEET



GameTime c/o Cunningham Recreation
 PO Box 240981
 Charlotte, NC 28224
 800.438.2780
 704.525.7356 FAX

05/08/2024
 Quote #
 165634-01-04

Memorial Park Playground- Rev 1 - Option 2

City of Taneytown
 Attn: Lorena Vaccare
 Memorial Park-Park Dr
 Taneytown, MD 21787
 Phone: 410-751-1100 Ext. 108
 lvaccare@taneytownmd.gov

Ship to Zip 21787

Quantity	Part #	Description	Unit Price	Amount
1	RDU	GameTime - Powerscape Modular 5-12 Structure [Deck:Pvc:_____] [Roof:_____] [RotoPlastic:_____] [Tube:_____] [Accent:_____] [Basic:_____] [Arch:_____] [2ColorHDPE:_____] [HDPE:_____] [Accent2:_____] (2) 80000 -- 49" Sq Punched Steel Deck (2) 80188 -- Slate Roof (1) 81664 -- Single Thundering (1) 81666 -- Fun Seat (1) 81696 -- Crunch Bar (Ps 2-5) (1) 81699 -- Bongos (2) 90266 -- 8' Upright, Alum (4) 90271 -- 13' Upright, Alum (4) 90272 -- 14' Upright, Alum (1) 90281 -- 5' Quick 'S' Tube Slide, Std, 30" D (1) 90306 -- Climber Archway W/Socket & Barrier (1) 90347 -- 5' & 5'-6" Clover Leaf Climber (1) 90503 -- 2'-6"/3' Single Wave Zip Slide (1) 90597 -- Fun-L Up Crawl Tube Link (1) 91546 -- Metallophone Panel (1) 91550 -- Maracabasas Panel (1) 91607 -- Door Way Panel with Buttercups (1) 91712 -- Modern Transfer w/Guardrail 2' Rise	\$40,486.00	\$40,486.00
1	178749	GameTime - Owner's Kit	\$89.00	\$89.00
1	RDU	GameTime - Single Post Swing Frame with (1) Expression Swing; (1) Enclosed Tot Seat [Basic:_____] (1) 10740 -- Single Post Swing F/S, 5" Od (1) 5128 -- Expression Swing 3 1/2" X 8' (1) 8696 -- Encl Seat 3 1/2"(8696)	\$4,092.00	\$4,092.00
1	3240	GameTime - Sensory Ring [Accent:_____] [Roto Plastic:_____] (1) 10740 -- Single Post Swing F/S, 5" Od (1) 5128 -- Expression Swing 3 1/2" X 8' (1) 8696 -- Encl Seat 3 1/2"(8696)	\$826.00	\$826.00



GameTime c/o Cunningham Recreation
 PO Box 240981
 Charlotte, NC 28224
 800.438.2780
 704.525.7356 FAX

05/08/2024
 Quote #
 165634-01-04

Memorial Park Playground- Rev 1 - Option 2

Quantity	Part #	Description	Unit Price	Amount
1	3952	GameTime - Twist Bearing 20" 2S	\$1,131.00	\$1,131.00
1	5035	GameTime - Custom Fiberglass Sign 1S [Basic: _____]	\$2,585.00	\$2,585.00
1	RCURB	GT-Impax - J Rubber Curbs- Qty of 24 Curbs	\$1,626.00	\$1,626.00
1	INSTALL	MISC - Installation of Above Equipment and Curbing- <ul style="list-style-type: none"> Includes reinstallation of existing dino spring rider. 	\$21,605.00	\$21,605.00
2035	INSTALL	MISC - Supply and Installation of 4" Stone Sub-Base, per Sq Ft- *Pricing includes stone for PIP ramp.	\$3.37	\$6,857.95
2035	POURED	GT-Impax - Poured In Place Safety Surfacing at 3.75" Thick for 8' CFH, per Sq Ft- <ul style="list-style-type: none"> 50% standard color / 50% black 4'x5' ADA ramp Dumpster Freight Installation 	\$21.39	\$43,528.65
Contract: OMNIA #2017001134			Sub Total	\$122,826.60
			Discount	(\$15,211.63)
			Freight	\$2,797.49
			Total	\$110,412.46

Comments

*Site must be clear, level, free of obstructions and accessible.

*Taxes may be applicable or tax exempt certificate will be required at time of purchase.



GameTime c/o Cunningham Recreation
PO Box 240981
Charlotte, NC 28224
800.438.2780
704.525.7356 FAX

05/08/2024
Quote #
165634-01-04

Memorial Park Playground- Rev 1 - Option 2

GAMETIME - TERMS & CONDITIONS:

- **PRICING:** Due to volatile economic demand, pricing is valid for 30 days. Pricing is subject to change. Request updated pricing when purchasing from quotes more than 30 days old.
- **TERMS OF SALE:** For equipment & material purchases, Net 30 days from date of invoice for governmental agencies and those with approved credit. All others, full payment for equipment, taxes and freight up front. Balance for services & materials due upon completion or as otherwise negotiated upon credit application review. Pre-payment may be required for equipment orders totaling less than \$5,000. Payment by VISA, MasterCard, or AMEX is accepted (**If you elect to pay by credit card, GameTime charges a 2.50% processing fee that is assessed on the amount of your payment. This fee is shown as a separate line item and included in the total amount charged to your credit card. You have the option to pay by check, ACH or Wire without any additional fees.**). Checks should be made payable to Playcore Wisconsin, Inc. d/b/a GameTime unless otherwise directed. **Any order exceeding \$300,000 will require progress payments during the course of completion.**
- **CREDIT APPLICATION:** Required for all non-governmental agencies and those entities who have not purchased from GameTime within the previous twelve calendar months.
- **FINANCE CHARGE:** A 1.5% monthly finance charge (or maximum permitted by law) will be added to all invoices over 30 days past due.
- **CASH WITH ORDER DISCOUNT:** Orders for GameTime equipment paid in full at time of order via check or electronic funds transfer (EFT) are eligible for a 3% cash-with-order (CWO) discount.
- **ORDERS:** All orders shall be in writing by purchase order, signed quotation or similar documentation. Purchase orders must be made out to Playcore Wisconsin, Inc. d/b/a GameTime.
- **FREIGHT CHARGES:** Shipments shall be F.O.B. destination. Freight charges prepaid and added separately.
- **SHIPMENT:** Standard Lead time is 10-12 weeks (some items may take longer) after receipt and acceptance of purchase order, credit application, color selections and approved drawings or submittals.
- **PACKAGING:** All goods shall be packaged in accordance with acceptable commercial practices and marked to preclude confusion during unloading and handling.
- **RECEIPT OF GOODS:** Customer shall coordinate, receive, unload, inspect and provide written acceptance of shipment. Any damage to packaging or equipment must be noted when signing delivery ticket. If damages are noted, receiver must submit a claim to Cunningham Recreation within 15 Days. Receiver is also responsible for taking inventory of the shipment and reporting any concealed damage or discrepancy in quantities received within 60 days of receipt.
- **RETURNS:** Returns are only available on shipments delivered within the last 60 days. A 25% (min.) restocking fee will be deducted from any credit due. Customer is responsible for all packaging & shipping charges. Credit is based on condition of items upon return. All returns must be in unused and merchantable condition. GameTime reserves the right to deduct costs associated with restoring returned goods to merchantable condition. Uprights & custom products cannot be returned.
- **TAXES:** Sales tax is shown as a separate line item when included. A copy of your tax exemption certificate must be submitted at time of order or taxes will be added to your invoice.

INSTALLATION CONDITIONS:

- **ACCESS:** Site should be clear, level and allow for unrestricted access of trucks and machinery.
- **STORAGE:** Customer is responsible for providing a secure location to off-load and store the equipment during the installation process. Once equipment has delivered to the site, the owner is responsible should theft or vandalism occur unless other arrangements are made and noted on the quotation.
- **FOOTER EXCAVATION:** Installation pricing is based on footer excavation through earth/soil only. Customer shall be responsible for unknown conditions such as buried utilities (public & private), tree stumps, rock, or any concealed materials or conditions that may result in additional labor or materials cost.
- **UTILITIES:** Installer will contact 811 to locate all public utilities prior to layout and excavation of any footer holes. Owner is responsible for locating any private utilities.
- **ADDITIONAL COSTS:** Pricing is based on a single mobilization for installation unless otherwise noted. Price includes ONLY what is stated in this quotation. If additional site work or specialized equipment is required, pricing is subject to change.



GameTime c/o Cunningham Recreation
PO Box 240981
Charlotte, NC 28224
800.438.2780
704.525.7356 FAX

05/08/2024
Quote #
165634-01-04

Memorial Park Playground- Rev 1 - Option 2

ACCEPTANCE OF QUOTATION:

Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.

Accepted By (printed): _____ Title: _____

Telephone: _____ Fax: _____

P.O. Number: _____ Date: _____

Purchase Amount: **\$110,412.46**

SALES TAX EXEMPTION CERTIFICATE #: _____

(PLEASE PROVIDE A COPY OF CERTIFICATE)

Salesperson's Signature

Customer Signature

BILLING INFORMATION:

Bill to: _____

Contact: _____

Address: _____

Address: _____

City, State: _____ Zip: _____

Tel: _____ Fax: _____

E-mail: _____

SHIPPING INFORMATION:

Ship to: _____

Contact: _____

Address: _____

Address: _____

City, State: _____ Zip: _____

Tel: _____ Fax: _____

E-mail: _____



City of Taneytown

Memo

To: Mayor Pro Tem James McCarron, Council Member Elizabeth Chaney, Council Member Diane Foster, Council Member Judith Fuller, Council Member Christopher Tillman

From: Lorena Vaccare, Director of Parks & Recreation Department

cc: Mayor Christopher Miller, City Manager James Wieprecht, Parks and Recreation Advisory Board Members

Date: 5/7/24

Re: Taneytown High School Park – Athletic Field Lighting;
Recommendation for Contract Award

After requesting proposals for the City's Taneytown High School Park Athletic Field Lighting project, two (2) contractors requested and received the Request for Proposals. Both were present at the Mandatory Pre-Bid Site Meeting. Both contractors submitted their respective bids in the following amounts:

<u>Fern Rodkey Electric, Inc.</u>	-	\$83,499.00
<u>Fresh Air Concepts, LLC</u>	-	\$124,000.00

The Program Open Space grant funding we are receiving for this project equals \$51,085.50. Thus, the balance that the City will need to fund is as follows (listed by respective bidders):

<u>Contract Award to Fern Rodkey Electric, Inc.</u>	-	\$32,413.50
<u>Contract Award to Fresh Air Concepts, LLC</u>	-	\$72,914.50

Based on the above, and considering Fern Rodkey Electric, Inc.'s quality service to the City on many of its other projects, it is herein recommended that the City award the contract to Fern Rodkey Electric, Inc. for the amount of \$83,499.00.

Note: This information was presented to the Parks and Recreation Advisory Board for consideration, and Board members have also recommended the contract be awarded to Fern Rodkey Electric, Inc.

Please let me know if you have any questions or require additional documentation regarding this contract award.



CITY OF TANEYTOWN

17 E. Baltimore Street
Taneytown, MD 21787
410-751-1100 Telephone
410-751-1608 Fax
info@taneytown.org Email



SPECIAL EVENT PERMIT APPLICATION

Use this application form for any event in City-owned parks:

- Requiring more facility use than a standard pavilion reservation;
- Open to the public (certificate of insurance required; see below).

Attach additional information as necessary to include all event details (i.e., location, entertainment, etc.).

Name of Applicant Child Evangelism Fellowship Inc and Taneytown Baptist Church

Street Address 180 Elmwood Ave

City Hanover State PA Zip 17331

Telephone 717-542-4999 Email CefCarrollco@gmail.com

Name of Organization Same as above

Street Address Same as above

City / State / Zip /

Telephone / Email /

Nonprofit? ☒ Yes ☐ No If Yes, Nonprofit Status / ID No. /

Type of Gathering / Name of Event 5 DAY Club / Good News Club

Location Both Ave Park

Map of proposed location with event perimeters outlined must be included with application.

Date(s) July 1st - July 5th Time(s) 4pm - 8pm (includes Setup + Clear up)

Anticipated Number of Persons Attending 600-800 people

Plans for Crowd Control / Traffic Control / Parking Parent drop off

Will food be served? ☒ Yes ☐ No
[If yes, Applicant must have approval from Health Department.]

Will alcoholic beverages be served?
☐ Yes ☒ No
Beverage License No. /

Will entertainment be provided? ☒ Yes ☐ No

If yes, entertainment type (music, magic, face painting, etc.) and performance time(s) /

music, face painting, games, puppet

Name of Performer/Agent/Representative Child Evangelism Fellowship and Taneytown Baptist Church

Street Address P.O. Box 682

City Mount Airy State MD Zip 21771

Telephone 717-542-4999 Email CefCarrollco@gmail.com

Athletic Field Reservation Request [Rental Rate: \$30.00 per Hour, per Field]

Field(s) Requested / Park /

Date(s) / Purpose /

OFFICIAL USE ONLY Field(s) Available? ☐ Yes ☐ No Initialed /

REVIEWS AND APPROVALS – OFFICIAL USE ONLY

<u>Taneytown Department of Parks and Recreation Use</u>	
Permit Fee Paid _____	Form of Payment/Number _____
Security Deposit Paid _____	Form of Payment/Number _____
Permit No. Issued _____ (if approved by Mayor and City Council)	
Post-Event Inspection Date / Initials _____ / _____	
Inspection Notes: _____	
Security Deposit Eligible for Return? _____	Date Returned _____

<u>Taneytown Department of Public Works Use</u> <u>Police Department</u>	
Reviewed by: <u>MAJ. Robert S. Mitchell</u>	Date: <u>4-17-24</u>
Signature: <u>MAJ. Robert S. Mitchell</u>	
Comments: _____	

<u>Taneytown Police Department Use</u> <u>Public Works</u>	
Reviewed by: <u>Karen Smith</u>	Date: <u>4/17/24</u>
Signature: <u>K. Smith</u>	
Comments: _____	

<u>Taneytown Mayor and City Council Use</u>	
Approved? _____ Yes _____ No	Date of Council Meeting: _____
Signature: _____, Mayor of Taneytown	
Comments / Conditions: _____	



DRAFT

Water Projects

Page #	Project	Description	FY 25	FY 26	FY 27	FY 28	FY 29	FY 30	Project Total Cost	ARPA	Fund Balance	Loan/Grant
1	New Public Works Facility	Site and Building plans	\$2,800,000						\$2,800,000		\$2,800,000	To Be Determined
2	Westview Drive Water	Replace Water Main	\$777,636						\$777,636	\$777,636	\$0	
3	Antrim Boulevard water main extension	Install approximately 1,107-LF of eight-inch ductile iron pipe.		\$409,925					\$409,925	\$409,925	\$0	
4	Memorial Dr Water Main	Replace 2,530 LF transite water line		\$887,397					\$887,397	\$0	\$887,397	
5	George St Water Main	Replace 1,750 LF of 6" cast Iron pipe with 8" ductile iron main			\$647,500				\$647,500		\$647,500	
6	Middle Street Water Main	Replace 1,055 LF of cast iron with ductile iron			\$390,350				\$390,350		\$390,350	
7	New Water Storage Tank	Procure land & construct new 500,000 gallon water storage tank				\$2,000,000			\$2,000,000		\$0	\$2,000,000
8	Well 13 Demolition	Close well and demolish well house			\$212,513			\$0	\$212,513		\$212,513	
	Totals		\$3,577,636	\$1,297,322	\$1,250,363	\$2,000,000	\$0	\$0	\$8,125,321	\$1,187,561	\$4,937,760	\$2,000,000

Inflation Adjusted Totals: projected 3% increase after FY 2023 for budget considerations

\$3,795,514

\$1,417,619

\$1,407,295

\$2,318,548

\$8,938,976

DRAFT

Sewer Projects

Page No.	Project	Description	FY 25	FY 26	FY 27	FY 28	FY 29	FY 30	Project Total Cost	ARPA	Fund Balance	Loan or Grand Funding
10	New Public Works Facility	site and building plans	\$1,400,000						\$1,400,000		\$1,400,000	TBD
11	Windy Hills Sewer pumping station rehabilitation	Replace pumps, wiring and apparatus as needed.	\$40,180						\$40,180	\$40,180	\$0	
12	West Baltimore Sewer Replacement	Replace or line 1,880 LF of terracotta sewer	\$360,000						\$360,000	\$360,000	\$0	
13	Memorial Park Sewer line replacement	replace 2,183 LF of terracotta sewer	\$440,000						\$440,000	\$440,000	\$0	
14	George St Sewer Main	Replace 1,750 LF of TC sewer			\$757,613				\$757,613		\$757,613	
15	Middle Street Sewer Main	Replace 1,055 LF of TC Sewer			\$456,733				\$456,733		\$456,733	
	Totals		\$2,240,180	\$0	\$1,214,346	\$0	\$0		\$3,454,526	\$840,180	\$2,614,346	\$0

Inflation Adjusted Totals: projected 3% increase after FY 2023 for budget considerations

\$2,376,607

\$0

\$1,366,757

\$0

\$3,743,364

\$3,454,526

DRAFT

Storm Water Projects

[illegible]

DRAFT

STREET PROJECTS

Page No.	Project	Description	FY 25	FY 26	FY 27	FY 28	FY 29	FY 30	Project Total Cost	ARPA	City Fund Balance	HUR Funding	Grant or loan
19	Street Repair	Riffles Lane partial reconstruction	\$40,000						\$40,000		\$0	\$40,000	
20	Westview Drive	Reconstruct street	\$1,079,400						\$1,079,400	\$269,614	\$0	\$809,786	
21	Memorial Drive	Rebuild portions disturbed for water line replacement, pave entire street		\$48,703									
22	George Street	Reconstruct street			\$899,500				\$899,500		\$0	\$899,500	
23	Middle Street	Reconstruct street			\$542,270				\$542,270		\$0	\$542,270	
24	New DPW Shop	Design & construct new site for DPW office, shop and storage	\$2,800,000						\$2,800,000		\$2,900,000		To Be Determined
25	Downtown Parking	Create additional public parking lot within the Main Street area	\$250,000						\$250,000		\$250,000		
26	Antrim Blvd	Acquire Right of Way	\$500,000		\$500,000		\$500,000		\$1,000,000		\$1,000,000		
			\$4,669,400	\$48,703	\$1,941,770	\$0	\$500,000	\$0	\$6,611,170	\$269,614	\$4,150,000	\$2,291,556	\$0

Inflation Adjusted Totals: projected 3% increase after FY 2023 for budget considerations

\$4,953,766

\$53,219

\$2,185,479

\$0

\$7,192,465

DRAFT

POLICE PROJECTS

Page No.	Project	Description	FY 25	FY 26	FY 27	FY 28	FY 29	FY 30	Project Total Cost	City Fund Balance	Grant or Loan	Funding Totals
28	Police Station Renovation	New Addition			\$1,212,000				\$1,212,000	TBD	\$12,000	\$1,212,000
	Totals		\$0	\$0	\$1,212,000	\$0	\$0		\$1,212,000	\$0	\$12,000	\$1,212,000

Inflation Adjusted Totals: projected 3% increase after FY 2023 for
budget considerations

\$0 \$0 \$1,324,385 \$0 \$0 \$1,324,385

DRAFT

CITY HALL PROJECTS

Page No.	Project	Description	FY 25	FY 26	7	FY 28	FY 29	FY 30	Project Total Cost	City Fund Balance	ARPA	Grant or Loan
30	Reroof City Hall and replace Cupola	Replicate cupola with modern, durable materials, replace shingled and rubber roofs	\$150,000						\$150,000	\$150,000		
31	Creamery Building	Enable higher use of the Creamery site		\$100,000					\$100,000	\$100,000		
			\$150,000	\$100,000	\$0	\$0	\$0		\$250,000	\$250,000	\$0	\$0

Inflation Adjusted Totals: projected 3% increase for budget
considerations

\$154,500 \$106,090 \$0 \$0 \$0 \$260,590

DRAFT

Parks and Recreation Projects

Page No.	Project	Description	FY 25	FY 26	FY 27	FY 28	FY 29	FY 30	Project Total Cost	Grant Funding	City Fund Balance
33	Memorial Park Expansion	Construct parking lot, multipurpose fields, multipurpose building, electric, lighting, stormwater	\$1,729,562						\$1,729,562	\$864,781	\$864,781
34	Memorial Park Tot Lot	Replace tot lot playground	\$110,925						\$110,925	\$99,833	\$11,092
35	THS Park Softball Field Lighting	Install field lights for (2) fields	\$60,000						\$60,000	\$51,086	\$8,914
36	Memorial Park Splash Pad	Install interactive splash pad	\$640,000						\$640,000		\$640,000
37	Roberts Mill Park Lighting	Retrofit field lighting to LED fixtures		\$125,000					\$125,000		\$125,000
38	Roberts Mill Park Playground	Replace playground at Roberts Mill Park		\$175,000					\$175,000	\$85,000	\$90,000
39	Memorial Park Baseball Expansion	Construct (2) t-ball fields		\$150,000					\$150,000		\$150,000
40	Flickinger Park Playground	Replace playground at Flickinger Park			\$165,000				\$165,000		\$165,000
41	Festival Park - Engineering	Engineer park development				\$120,000			\$120,000		\$120,000
42	Festival Park - Construction	Construct new event-gear park					\$2,000,000		\$2,000,000		\$2,000,000
43	Roth Avenue Park Playground	Replace playground at Roth Avenue Park						\$175,000	\$175,000		\$175,000
		Totals	\$2,540,487	\$450,000	\$165,000	\$120,000	\$2,000,000	\$175,000	\$5,450,487	\$1,100,700	\$4,349,787

Inflation Adjusted Totals: projected 3% increase for budget considerations

\$2,616,702 \$477,405 \$180,300 \$135,061 \$2,251,018 \$196,964 \$5,660,485

6 Year
Capital Project Summary

		<i>Inflation Adjusted</i>
Water	\$8,125,321	\$8,938,976
Sewer	\$3,454,526	\$3,743,364
Utility Fund Capital Projects Sum	\$11,579,847	\$12,682,340
Storm Water	0	\$41,200
Streets	\$6,611,170	\$7,192,465
Police	\$1,212,000	\$1,324,385
City Hall	\$250,000	\$260,590
Parks & Rec	\$5,450,487	\$5,660,485
General Fund Capital Projects Sum	\$13,523,657	\$14,479,125
Total Capital Projects	\$25,103,504	\$27,161,465

FY24 - 25 Changes

W eliminated Stumptown water main extension

W moved water storage tank to FY 28

W moved Antrim Blvd water line to FY 26

S removed Stumptown Sewer Maain extension

Str moved Creamery to FY 26

TPD moved building addition to FY 26

PR moved Memorial Park Expansion to FY 25

PR moved Memorial Park Tot Lot to FY 25

PR moved THS Park Softball Field Lighting to FY 25

DPW Facilities – as apportioned to Water

Mission Category: Stewardship of Assets

Project Summary



Currently the DPW utilizes 1.25 acres of land at (2) different locations in Memorial Park. The salt barn is undersized. Current storage, when full, provides only (1.5) salt applications to all City streets. The storage areas are over capacity, which includes vehicles, equipment, and inventory. Current buildings have been utilized for over 40+ years without additions to accommodate growth of the City.

Anticipated Outcomes: Design and build a new DPW facility to accommodate the existing and future growth of the City.

Project Funding and Scheduled Year(s)						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
Source						
Grant*						
ARPA						
General Fund Balance						
Restricted Funds*	\$2,800,000					

* Specify grant source or restricted funds category.

Westview Drive Water Main Replacement

Mission Category: Stewardship of Assets

Project Summary



Replace 2,100' of 6" ductile iron pipe that was installed incorrectly with 8" ductile iron pipe.

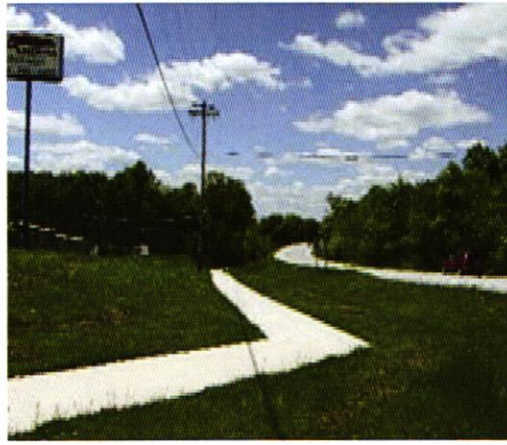
Anticipated Outcomes: To help with flow and replacing of deteriorating pipe that is susceptible to leaks. Current main is not installed to proper depth nor does it have adequate bedding for the main. Main is laying directly on rock.

Project Funding and Scheduled Year(s)							
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	
Source							
Grant*							
ARPA	\$777,636						
General Fund Balance							
Restricted Funds*							

Antrim Boulevard Water Main Extension

Mission Category: Stewardship of Assets

Project Summary



Extending the water main 1,107' from its current dead-end location in front of the storage locker facility on Antrim Boulevard to Trevanion Road, completing a loop in the distribution system. Currently, when the need to shut down the water main occurs on the east side of the city, the Shopping Center, Lorien Nursing Home, as well as other businesses and homes experience water service interruptions.

Anticipated Outcomes: Looping the system will eliminate this concern and improve distribution flows and pressures.

Project Funding and Scheduled Year(s)							
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	
Source							
Grant*							
ARPA		\$409,925					
General Fund Balance							
Restricted Funds*							

Memorial Drive Water Main

Mission Category: Stewardship of Assets

Project Summary



2,530 of old cast-iron and asbestos-cement (transite) water mains need to be replaced. These two mains are running side by side. This project will combine these mains into one single main.

Anticipated Outcomes: To help with flow and replacing of deteriorating pipe that is susceptible to leaks.

	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	
Source							
Grant*							
ARPA							
General Fund Balance							
Restricted Funds*		\$964,600					
				28500 blacktop			

* Specify grant source or restricted funds category: Utility Savings, Water

George Street Water Main

Mission Category: Stewardship of Assets

Project Summary



Replace 1,750' of 6" cast iron pipe with interior encrustation with an 8" ductile water main.

Anticipated Outcomes: The enlarging of this main will increase water flow in the area to help with any fire flows and add some capacity to the distribution system.

Project Funding and Scheduled Year(s)						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
Source						
Grant*						
ARPA						
General Fund Balance						
Restricted Funds*			\$647,500			

* Restricted Funds: Utility Savings, Water

Middle Street Water Main

Mission Category: Stewardship of Assets

Project Summary



Replace 1,055' of old cast iron pipe for adequate water flow through the distribution system.

Anticipated Outcomes: To help with flow and replacing of deteriorating pipe that is susceptible to leaks.

Project Funding and Scheduled Year(s)							
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	
Source							
Grant*							
ARPA							
General Fund Balance							
Restricted Funds*			\$390,350				

* Restricted Funds: Utility Savings, Water

New 500,000 Gallon Water Storage Tank

Mission Category: Stewardship of Assets

Project Summary



Procure land and erect a new 500,000-gallon water storage tank.

Anticipated Outcomes: With the growth of Taneytown, the addition of a third water storage tank is needed for a dequate water supply and storage.

	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	
Source							
Grant / Loan*				\$2,000,000			
ARPA							
General Fund Balance							
Restricted Funds*							

* Specify grant source or restricted funds category. Local Gov't Infrastructure Financing Program

Well #13 Demolition

Mission Category: Stewardship of Assets

Project Summary



Demolish well house and abandon well. This well has been offline for 10+ years. The space constraints of the well location prohibits the addition of treatment to remove contaminants in the well.

Anticipated Outcomes: The closing of this well will eliminate paying for an electric service to heat the building, which costs the city approximately \$300 a month.

Project Funding and Scheduled Year(s)							
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	
Source							
Grant*							
ARPA							
General Fund Balance							
Restricted Funds*			\$212,513				

* Restricted Funds: Utility Savings, Water

Sewer Projects

DPW Facilities – as apportioned to Sewer

Mission Category: Stewardship of Assets

Project Summary



Currently the DPW utilizes 1.25 acres of land at (2) different locations in Memorial Park. The salt barn is undersized. Current storage, when full, provides only (1.5) salt applications to all City streets. The storage areas are over capacity, which includes vehicles, equipment, and inventory. Current buildings have been utilized for over 40+ years without additions to accommodate growth of the City.

Anticipated Outcomes: Design and build a new DPW facility to accommodate the existing and future growth of the City.

Project Funding and Scheduled Year(s)						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
Source						
Grant*	\$1,400,000					
ARPA						
General Fund Balance						
Restricted Funds*						

* Specify grant source or restricted funds category.

Windy Hills Pumping Station Rehabilitation

Mission Category: Stewardship of Assets

Project Summary



Built in 1988. Upgrades needed for control panel and pumps. Replace pumps, wiring and apparatus as needed. Two pumps in wet well, with weatherproof control panel box. No building.

Anticipated Outcomes: Updated pumps and controls to facilitate continued use of this station. Current control panel has obsolete electronic components that are getting harder to find replacement parts.

Project Funding and Scheduled Year(s)							
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	
Source							
Grant*							
ARPA	\$40,180						
General Fund Balance							
Restricted Funds*							

West Baltimore Street (Odd side) Sewer Main Replacement / Lining

Mission Category: Stewardship of Assets

Project Summary

Replace/line 1,880' of terracotta sewer main running from 4 Frederick Street to Memorial Park in rear of West Baltimore Street properties.

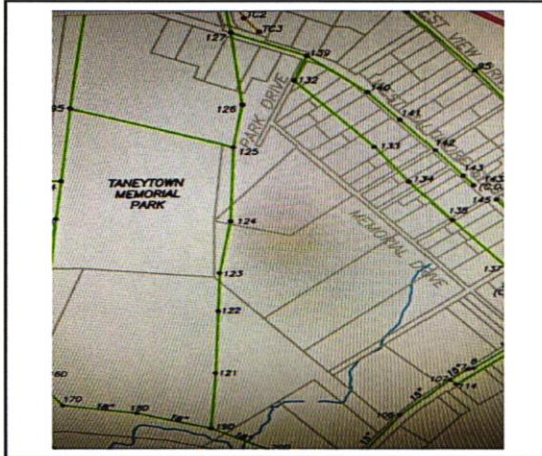
Anticipated Outcomes: With the replacement/lining of this main the City should see a significant reduction in I&I to the collection system on the west side of town. This will help reduce the possibility of sewer overflows due to heavy rains and eliminate excess flows to the WWTP during wet weather events.

Project Funding and Scheduled Year(s)						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
Source						
Grant*						
ARPA	\$360,000					
General Fund Balance						
Restricted Funds*						

Memorial Park Sewer Main Replacement / Lining

Mission Category: Stewardship of Assets

Project Summary



Replace/line 2,183' of terracotta sewer main running from W. Baltimore St./Harney Rd. intersection to sewer interceptor on the north side of Memorial Park 22 acres.

Anticipated Outcomes: With the replacement/lining of this main the City should see a significant reduction in I&I to the collection system on the west side of town. This will help reduce the possibility of sewer overflows due to heavy rains and eliminate excess flows to the WWTP during wet weather events.

Project Funding and Scheduled Year(s)						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
Source						
Grant*						
ARPA						
General Fund Balance						
Restricted Funds*	\$440,000					

Restricted Funds: Utility savings

George Street Sewer Main

Mission Category: Stewardship of Assets

Project Summary



Replace 1,750' of 6" cast iron pipe with interior encrustation with an 8" ductile water main.

Anticipated Outcomes: The enlarging of this main will increase water flow in the area to help with any fire flows and add some capacity to the distribution system.

Project Funding and Scheduled Year(s)						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
Source						
Grant *						
ARPA						
General Fund Balance						
Restricted Funds *			\$757,613			

* Restricted Funds: Utility Savings, Water

Middle Street Sewer Main

Mission Category: Stewardship of Assets

Project Summary



Replace 1,055 linear feet of Terra Cotta pipe

Anticipated Outcomes: Reduce inflow and infiltration by replacing or lining deteriorating pipe that is susceptible to leaks.

Project Funding and Scheduled Year(s)							
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	
Source							
Grant*							
ARPA							
General Fund Balance							
Restricted Funds*			\$456,733				

* Restricted Funds: Utility Savings, Water

Storm Water Management Projects

Riffles Ln to York St Storm Drain Replacement

Mission Category: Stewardship of Assets

Project Summary



Replace 334' storm sewer pipe between Riffles Lane and York Street, and provide a direct connection to SHA storm drain system in York Street.

Anticipated Outcomes: Storm sewer is deteriorated and unable to maintain flow to prevent ponding along Riffles Lane. Replacement will ensure storm water flows will be conveyed away from Riffles Lane and nearby properties.

Project Funding and Scheduled Year(s)							
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	
Source		0					
Grant*							
ARPA	\$40,000						
General Fund Balance							
Restricted Funds*							

Project Total: \$80,000

* Specify grant source or restricted funds category.

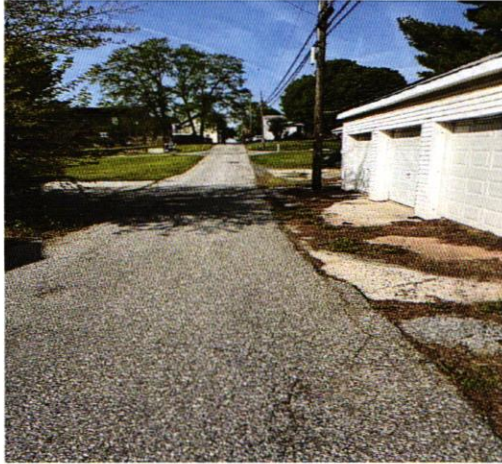
Streets Projects

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Riffles Lane Partial Rebuild

Mission Category: Stewardship of Assets

Project Summary



Reconstruct a small segment (approximately 35') of Riffles Lane between Roberts Mill Rd and Fairview Avenue to better facilitate stormwater drainage.

Anticipated Outcomes: Road reconstruction is necessitated by the replacement of storm water infrastructure for this street. The project will reduce ponding by relocating a stormwater inlet and modifying the road grade to ensure flow reaches the inlet.

Project Funding and Scheduled Year(s)							
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	
Source							
Grant*							
ARPA							
General Fund Balance							
Restricted Funds*	\$40,000						

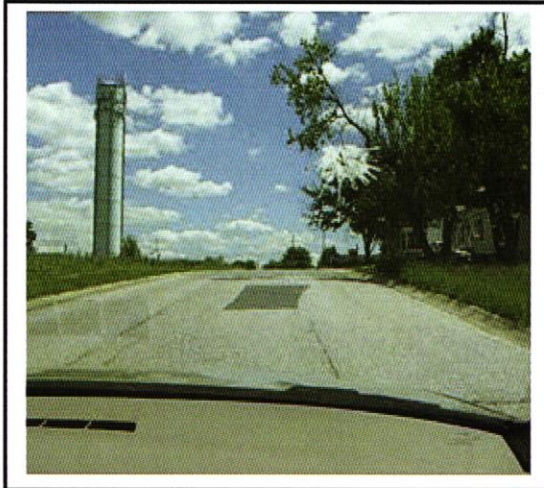
Project Total: \$80,000

* Specify grant source or restricted funds category: Highway User Revenue

Westview Drive Reconstruction

Mission Category: Stewardship of Assets

Project Summary



Coordinating with the replacement of 2,100' of 6" ductile iron pipe that was installed incorrectly with 8" ductile iron pipe, Westview Drive will be reconstructed.

Anticipated Outcomes: Westview Drive has suffered numerous water main leaks and breaks, and the road integrity has been compromised as a result. Rather than a simple mill and overlay, portions of the street should be reconstructed to ensure pavement holds up over time.

Project Funding and Scheduled Year(s)							
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	
Source							
Grant*							
ARPA	269,614						
General Fund Balance							
Restricted Funds*	809,786						

Project Total: \$1,079,400

* Specify grant source or restricted funds category: Highway User Revenue

Memorial Drive Reconstruction / Overlay

Mission Category: Stewardship of Assets

Project Summary



Repair Street surface following water line replacement project. With the unknown factor of the exact location of the existing parallel water lines under the street, this 2,700 linear foot project will repair any trenching necessary to replace the existing lines with a single water main. Rather than a simple mill and overlay, portions of the street should be reconstructed to ensure pavement holds up over time.

Anticipated Outcomes: To help with flow and replacing of deteriorating pipe that is susceptible to leaks.

	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	
Source							
Grant*							
ARPA							
General Fund Balance							
Restricted Funds*		\$964,600					
				28500 blacktop			

* Specify grant source or restricted funds category: Utility Savings, Water

George Street Reconstruction

Mission Category: Stewardship of Assets

Project Summary



Coordinating with the replacement of the water main, George Street will be reconstructed.

Anticipated Outcomes. With the water line replacement, a portion of George Street will need to be overlaid, however rather than a simple mill and overlay, portions of the street should be reconstructed to ensure pavement holds up over time.

Project Funding and Scheduled Year(s)							
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2029	
Source							
Grant*							
ARPA							
General Fund Balance							
Restricted Funds*			\$899,500				

* Specify grant source or restricted funds category: Highway User Revenue

Middle Street Reconstruction

Mission Category: Stewardship of Assets

Project Summary



Coordinating with the replacement of the water main, Middle Street will be reconstructed.

Anticipated Outcomes: With the water line replacement, a portion of Middle Street will need to be overlaid, however rather than a simple mill and overlay, portions of the street should be reconstructed to ensure pavement holds up over time.

Project Funding and Scheduled Year(s)							
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	
Source							
Grant*							
ARPA							
General Fund Balance							
Restricted Funds*			\$542,270				

* Specify grant source or restricted funds category: Highway User Revenue

Memorandum

To: Mayor, and Council

From: Jim Wieprecht

Date: May 2, 2024

Re: Comprehensive plan consulting services

Several months ago, the City issued a Request for Qualifications (RFQ) seeking firms interested in working with the City to update our 2010 Community Comprehensive Plan. Three firms submitted responses, and of those two were selected for in person discussions regarding the update Process.

To aid in this process, I requested Planning Commission Chairman Jim Parker, Planning Commission ex-officio member Councilman Chris Tillman, and Director of Planning and Zoning Hale to review submittals and ultimately make a recommendation for approving a proposal.

This review group initially vetted the RFQ responses received and identified the proposal from Mead and Hunt as having the strongest qualifications to facilitate the update of our plan. The review group met with Members of the Mead & Hunt team, with the prospective project manager in person and other members of the team joining virtually. We were advised that the team was not entirely Mead & Hunt. The Mead & Hunt team consisted of some employees of the firm, and some brought in from other entities such as the Center for Watershed Protection. The project manager advised that he was leaving Mead & Hunt's employ but was maintaining affiliation with them as a consultant. While the structure of the team wasn't as initially expected, the firm and team members have considerable experience in comprehensive planning and have worked with several Maryland municipalities on their plans. Mead & Hunt was asked to provide a full proposal for our review, and that is included in your packet. Mead & Hunt suggested a phased approach and billing structure as detailed in the proposal, rather than a fixed price approach. This approach was viewed as positive by some of the review group. The Mead & Hunt estimated total for our update is \$90,000.

While Mead & Hunt's RFQ response listed the most experience with Maryland specific comprehensive planning, we wanted to have more than one full proposal so we could compare cost and update methodology and complete a 'reasonableness check' before deciding.

We chose to meet with a second RFQ respondent, Arro Consulting. Arro is currently engaged with the City for our Memorial Park expansion and has been assisting DPW on matters related to PFAS (our latest grant application) and the EPA's Lead and Copper Rule (proposal for that service is also in this month's packet). Arro also has extensive planning experience though they have less experience specifically in Maryland as compared with Mead & Hunt. The interaction during our meeting with Arro also went well, and we requested a full proposal, also included in the packet, from them. Arro's proposal was a bit more specific, though the two proposals contain many similarities. Arro's proposal includes a price of \$ 98,845. Among favorable factors for Arro are the inclusion of an Arro employee on the project team who is a Taneytown resident, and some of our group felt their approach towards community interaction and input was a better fit for Taneytown. Arro, having more local staff did not seem as reliant on virtual interaction, though I've no doubt

some virtual meetings, at least at the staff level, will be a part of the process for whoever we work with. Some of the group noted concern with extensive reliance on virtual interactions. The review group was split on the fixed price compared with Mead & Hunt's estimate by phase approach. Some anticipated the estimated pricing to end up higher, others saw the fixed price as a harbinger to change orders.

Ultimately the review group was confident that either Arro or Mead & Hunt could produce a good plan for the City, and preferences for one over the other were not strong. Both planned a similar number of meetings to obtain public input and work with our Comprehensive Plan Committee (which is thus far our Planning Commission, Planning Director Hale, and me) The majority supported the Arro proposal, though it wasn't unanimous, but again, no one expressed strong opposition to either proposal. For me, the idea that the Mead & Hunt team was more an assemblage of consultants as compared to Arro, while not a problem for developing the plan itself, was more a longer-term concern. Thinking of our last comp plan, and other longer-range plans, we do at times reach out to either CDM Smith or Carroll County to revisit certain aspects of these plans (not necessarily as official plan updates). Should we wish to revisit or update some portion of the plan, say for example we decide we need a more detailed downtown plan (a small area plan), or to update some aspect of the transportation element, while I recognize turn over in staff happens, I'd prefer to go back to the firm we worked with expecting that baseline knowledge of Taneytown from the original planning effort, and I anticipate that being more likely with Arro. Parks and Recreation and DPW have both provided positive reports from their experiences with Arro, so we recommend approving the Arro proposal for updating our Comprehensive Plan at the cost of \$98,845.

Taneytown Comprehensive Plan Development

Overview

The process to complete a comprehensive plan and code updates is necessarily fluid. Our intent is to facilitate a planning process that is inclusive, asks strategic questions, and drives towards clarity in answering them. By the end of the process, we will produce a framework for continuing and improving on the high quality of life that exists in Taneytown; that provides City leaders with sufficient direction on how to get there; and, gives county and state agencies and private partners clear direction for how they should engage with the City on key issues over next ten to twenty years.

This scope of work is intended to be flexible with a “re-scoping” at the conclusion of Phase 1 to reflect the issues of greatest importance.

Phase 1: Initiation, Engagement and Research

The first phase of preparing the comprehensive plan update is for Mead & Hunt, City leaders, and stakeholders to take stock of what has occurred and been accomplished since the last comprehensive plan was adopted; understand the work that has been done in the previous “false start” efforts to update the comprehensive plan; then to identify and frame issues for consideration over the next 10 to 20 years. Based on our discussion at the City offices on February 28th, we will also use the research and initiation phase to further develop our understanding of the “friction points” or key questions that may exist within the community or among various levels of government regarding the City’s future development patterns, public services and facilities, transportation improvements, etc.:

- Conduct one-on-one and small group meetings with key stakeholders including members of the City Council, Planning Commission, and relevant county agencies. Up to 12 such meetings are anticipated; the City shall assist in scheduling the meetings.
- Facilitate one community open house or town hall meeting; the City shall coordinate meeting logistics and community notifications.
- Review the county comprehensive plan, transportation plan, water and sewer master plan, land preservation, recreation and parks master plan, and other documents having relevance to Taneytown and environs.
- Review open-source real estate market; demographic and economic projections from the Maryland Department of Planning; and prepare base mapping/GIS files for use in plan development.
- Provide a project StoryMap website using ArcGIS Online that allows for public review and comment on planning ideas and themes.

Phase 1 Deliverables:

Phase 1 will conclude with a presentation that recommends to the Planning Commission the major issues, themes, and guiding principles for the comprehensive plan. The Commission’s concurrence with the material presented is foundational to developing the comprehensive plan and will be the basis of the scope for Phase 2.

Schedule/Fee:

The fee for Phase 1 shall be \$17,000 with an estimated duration of 60 – 90 days from Notice to Proceed.

Phase 2: Comprehensive Plan Development

State law defines nine subject matter elements which must be included in a municipal comprehensive plan. Some elements require more study and analysis than others depending on the municipal context. For example, the municipal growth element takes on great importance if there are growth opportunities as any areas to be annexed into the city must first be included in the comprehensive plan; however, if all or most of the adjacent land is in preservation then a municipal growth element may not be necessary. Mead & Hunt will work with the city staff and stakeholders to determine the best allocation of effort and resources among the elements so that comprehensive plan adds value to City governance, and not just another report that must be filed with the state.

Attachment 1 provides examples of work that may be performed in a typical comprehensive plan development process; however, a specific scope for Phase 2 will be developed for approval by the City Manager as Phase 1 concludes.

Phase 2 Deliverables:

Mead & Hunt will prepare chapters of the comprehensive plan for review by the Planning Commission, support additional public engagement activities related thereto, culminating in a full plan for state clearinghouse review and Planning Commission approval.

Schedule/Fee:

The fee for Phase 2 is anticipated to be not to exceed \$60,000 with an estimated duration of 6 months from the approval of the Phase 2 scope of work.

Phase 3: Plan Adoption

Once all the elements of the comprehensive plan have been vetted by the Planning Commission, the City Manager forwards the plan to Maryland Department of Planning (MDP) Clearinghouse for state and county agency review; and the Planning Commission announces a date for a public hearing on the draft plan. Mead & Hunt will reach out to MDP and county Planning Department staff to offer a briefing on the draft plan and answer any questions that may speed or assist in their review.

Once comments are received back from the Clearinghouse, Mead & Hunt will prepare a response to those comments and make edits or request guidance from the City Manager or Planning Commission prior to the public hearing. Following the public hearing, Mead & Hunt will make any final edits as directed in the Planning Commission's approval. We will repeat this process through review and adoption by the City Council.

Phase 3 Deliverables:

Mead & Hunt will prepare the full comprehensive plan and associated maps in publishable format, distribute the to the state clearinghouse, and guide the final review, adjustment and approval process through the Planning Commission and City Council.

Schedule/Fee:

The fee for Phase 3 is proposed at \$13,000 with an estimated duration of 5 months from the date on which the comprehensive plan is approved for release to the State clearinghouse.

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25
Initiation Research Engagement Comprehensive Plan Elements Adoption																
Presentation to Planning Commission; Update Phase 2 scope				anticipated 4 - 6 meetings with Planning Commission to review key policy/planning issues in each element; public "check-in" to occur in Oct/Nov and prior to release by PC.							Clearinghouse review		PC hearing/adoption		Council hearing/adoption	

ATTACHMENT #2 – PAYMENT SCHEDULE

Phase	Amount	Milestone	Est Date	Total	FY
Initiation, Engagement and Research	\$ 7,500	upon contract execution	Apr-24	\$ 17,000	24
	\$ 5,000	45 days thereafter	May-24		
	\$ 4,500	Presentation to PC and agreement on scope of work for Phase 2	Jun-24		
Plan Development	\$ 60,000	TBD	TBD	\$ 68,000	25
Adoption	\$ 5,000	end of 60 day clearinghouse comment period	Mar-24		
	\$ 3,000	Planning Commission approval	May-25		
	\$ 5,000	Council action	Jul-25	\$ 5,000	26

In addition to the above, Mead & Hunt is authorized to spend up to \$4,500 on direct expenses such as but not limited to website hosting, travel and lodging, printing and presentation boards, etc. which shall be reimbursed at the following invoice period.

ATTACHMENT #3 – TYPICAL WORK ELEMENTS

Land Use Element

Our work on the land use element of the comprehensive plan will build from existing land use categories, zoning code, and overlay districts. Examples of work to be performed in preparing the land use element may include:

- Assessing the effectiveness of current land use and development practices in supporting the goals established in prior plans.
- Identifying any gaps in the zoning code, areas of special interest or concern, or emerging development types or industries which may warrant detailed analysis in development of the comprehensive plan.
- Working with the City to establish a process for property owners to request changes to the zoning map as part of the comprehensive plan process if the City desires to do so.

Transportation Element

Taneytown's transportation network is largely defined by two state roads (MD 140 and MD 194) run through the city and carry a substantial volume of traffic through the City's historic downtown. Mead & Hunt examined these roadways as part of Carroll County's transportation master plan in 2019 and can bring to bear knowledge of operational improvements that would improve operations and mitigate adverse community impacts.

In developing the transportation element in other municipalities, our approach has been to continue advocacy for major projects, but to place greater emphasis on goals and strategies related to safety, bicycle and pedestrian facilities and maintenance of the existing roadway infrastructure.

Examples of work to be performed in preparing the transportation element may include:

- Analyzing select links of the road network under various development scenarios.
- Analyzing data from the Maryland Highway Safety Office to identify high crash locations in or nearby to Taneytown.
- Documenting missing links in the sidewalk and bicycle network.
- Defining the Town's roadway infrastructure maintenance needs.

Water Resources Element

The water resources element (WRE) must address both water quantity and quality issues. Local jurisdictions must identify drinking water and other water resources needed to adequately address the needs of existing and future development proposed in the land use element of the plan. It also must identify suitable receiving waters (where stormwater and treated wastewater can be discharged) and land areas for non-point source management and wastewater treatment. Pollutant loads from both stormwater and septics must be addressed. The WRE must indicate pollutant reductions, where needed, from both existing development and future growth.

Examples of work to be performed in preparing the water resources element may include:

- Updating calculations of water supply and wastewater treatment capacity under the historical growth rate and full buildout scenarios.
- Identifying additional capacity or use mitigation for water supply and wastewater treatment, if necessary, including coordination with other municipalities and Carroll County government.
- Developing a priority system for water allocations

Municipal Growth Element

The municipal growth element of the comprehensive plan will determine if and whether there will be a “next frontier(s)” of growth for Taneytown and identify the conditions under which such growth occur. The value of such growth emanates from the development of key issues in Phase 1 of the project and includes the potential benefits of growth (tax base, employment, housing diversity, etc.) relative to the costs (infrastructure, services, environmental preservation etc.).

Examples of work to be performed in preparing the municipal growth element may include:

- Determining the true holding capacity in the Town (net of existing and permitted but unbuilt development, environmentally sensitive areas, and lands dedicated for public infrastructure) and planning areas.
- Evaluating the potential infill development and potential annexation scenarios to measure potential infrastructure impacts and constraints through the related plan elements (transportation, water resources, etc.)
- Developing growth management tools that may facilitate desired development in growth areas.

Natural Resources & Sensitive Areas Element

The existing comprehensive plan documents all the sensitive areas in the city as defined in state law: streams and their buffers, 100-year floodplains, habitats for threatened and endangered species, steep slopes, forests, hydrogeology, critical areas and historical sites. Each of these resources is protected in some form in the City’s development code or other ordinances or county or state laws.

Examples of work performed in preparing the sensitive areas element may include:

- Refining natural resource and sensitive areas inventories.
- Documenting any changes in state or federal law that may need to be reflected in the plan.
- identifying additional properties that may be desirable for preservation.

Community Facilities Element

The community facilities element of a municipal comprehensive plan is typically an open-ended opportunity to review existing and future public services and needs such as police and fire protection, parks, recreation, and open spaces, health and social services, and general government administration. While Carroll County provides for schools and libraries and many general government functions, the Town has its own set of facilities and services which are supplemented by community and civic organizations, private and non-profit service providers.

If there is to be significant growth in Taneytown, then the community facilities element will identify other services or facilities which may be needed. Examples of work to be performed in preparing the community facilities element may include:

- Working with the public safety officials to understand how both geographic and population growth may affect service needs and response times.
- Evaluating city staffing needs for planning and zoning, public safety, and other services.
- Reviewing the adequacy of school capacity, albeit provided by Carroll County.

Housing Element

This update of the comprehensive plan will need to comply with the requirements of HB 90 enacted as Chapter 751 of the Acts of 2021 General Assembly. Heretofore, state law only required that a housing element “address the need for affordable housing” within the jurisdiction, including workforce housing and low-income housing (defined as less than 60% of the area median income). Under the new law, a local comprehensive plan that is enacted or amended on or after January 1, 2023, must include a housing element. The element must include an assessment of fair housing to ensure that the local jurisdiction is affirmatively furthering fair housing. The bill does not require a local jurisdiction to take, or prohibit a local jurisdiction from taking, a specific action to affirmatively further fair housing.

Examples of work to be performed in preparing the housing element may include:

- Identifying the range of housing needs for current and prospective residents of Taneytown through statistical analysis of market availability, income distribution, etc., as well as community-identified needs.
- Documenting existing policies, practices and investments that contribute to the diverse housing needs of Taneytown or act as barriers to same.
- Identifying policies and practices that promote “aging in place” for senior citizens, and preservation, and rehabilitation of existing housing stock, etc.

Implementation Element

The implementation strategy for most municipal comprehensive plans is a recap of the recommended goals, objectives, and strategies. Unless Town staff feels differently, we will follow such a format. Each recommendation will be classified as:

CONSIDERATION	DESCRIPTORS
Budget Type	Operating, Capital
Budget Amount	None, Low, Medium, High*
Timeframe	Ongoing, Near-Term, Mid-Term, Long-Term*
Responsible Agency	Public Works, Police, Planning & Zoning, Development, etc.
Related Actions	Note other goals, objectives, strategies

EXCLUSION: Detailed review and drafting of zoning code updates is not a typical element of a comprehensive plan and not included in the proposed fee.

MEAD AND HUNT, INC.
MASTER PROFESSIONAL SERVICES TERMS AND CONDITIONS OF AGREEMENT

These Terms and Conditions of Agreement form the Agreement under which services are to be performed by Mead and Hunt, Inc. (hereinafter "Consultant") upon execution by the Client. The Scope of Work, Project Cost and Project Schedule sections of the subsequent Task Orders are incorporated by reference into these Terms and Conditions of Agreement and are part of the Agreement.

Article 1. Scope of Work

It is understood that the Scope of Work and the Project Schedule defined in the Task Orders are based, in part, on the information provided by the Client. If this information is incomplete or inaccurate, or if site conditions are encountered which materially vary from those indicated by the Client, or if the Client directs Consultant to change the original Scope of Work established by the Task Order, a written amendment to this Agreement equitably adjusting the costs and/or performance time thereunder, shall be executed by the Client and Consultant as soon as practicable in accordance with Article 30 below. In the event that the Client and Consultant cannot agree upon the terms and conditions of such amendment, either party may terminate this Agreement immediately upon written notice to the other in accordance with Article 10, Termination.

Consultant shall perform only the services specified in the Scope of Work portion of the Task Order or an amendment thereto as referenced above. Services provided by Consultant shall be subject to the provisions of this Agreement, including these Terms and Conditions of Agreement, any supplemental conditions incorporated herein, and any written amendments as referenced above. Consultant shall invoice its costs, and Client shall provide payment for all services provided in accordance with Article 2 below.

Article 2. Fees, Billing and Payment

Unless otherwise limited in the Proposal, purchase order, or Task Order, Consultant's fee estimate is effective for thirty (30) days from the date of the Proposal. Thereafter, Consultant shall have the right to modify its fee estimate.

The fees stated in a Proposal, purchase order, or Task Order constitute an estimate of the tasks and fees required to perform the Scope of Work. The Scope of Work often cannot be fully defined during the initial planning stages of a project. As the Project progresses, facts uncovered may reveal a change in direction, which may alter the Scope of Work. If Client requests modifications or changes in the Scope of Work related to the Project, or if the during Project development the Scope of Work changes resulting in changes to the estimated tasks and fees required to perform the Scope of Work, then the time of performance of the services by Consultant and the fees associated therewith shall be revised and accepted in accordance with Article 30 before Consultant undertakes any additional work beyond the originally defined Scope of Work.

The Client recognizes that Consultant's fee estimate does not include potentially applicable sales and use taxes. Tax-exempt certificates are to be provided by the Client in connection with the acceptance of the

Proposal or the applicable purchase order or work order. Taxes will be added to all invoices as applicable, unless/until a properly completed and valid tax-exemption form is received.

To the extent applicable, the Client recognizes meal costs will be charged based on per diem basis and construction managers and site engineers will charge hotel and meal costs on a per diem basis.

The Client recognizes that time is of the essence with respect to payment of Consultant's invoices, and that timely payment is a material part of the consideration of this Agreement.

Invoices will be submitted by Consultant monthly, and shall be due and payable within thirty (30) calendar days of the invoice date. If the Client objects to all or any portion of an invoice, the Client shall so notify Consultant within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice, if any, not in dispute. In the event that Consultant and the Client cannot resolve the dispute regarding invoiced amounts within thirty (30) days after receipt by Consultant of the aforementioned notice, the dispute shall be submitted to dispute resolution pursuant to Article 12, below.

Payment shall be made via electronic means (EFT/ACH) directly to Consultant. A remittance advice or payment notification to accountsreceivable@meadhunt.com is required. Where electronic means are not available or not feasible, payment shall be mailed to:

Mead and Hunt, Inc.
Attn: Accounts Receivable, Mead & Hunt
2440 Deming Way
Middleton, WI 53562

The Client shall pay an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by law, whichever is lower) of the invoiced amount per month for any payment received by Consultant more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute or resolved in favor of Client. Payment of invoices is in no case subject to unilateral discounting or setoffs by the Client.

Application of the percentage rate indicated above as a consequence of the Client's late payments does not constitute any willingness on Consultant's part to finance the Client's operation and no such willingness should be inferred.

If the Client fails to pay undisputed invoiced amounts within thirty (30) calendar days of the date of the invoice, Consultant may at any time, without waiving any other claim against the Client or the right to pursue any other remedy against the Client and without thereby incurring any liability to the Client, suspend this Agreement, as provided for in Article 9, Suspension, or terminate this Agreement, as provided for in Article 10, Termination.

Article 3. Confidentiality

Consultant and Client shall hold confidential all business or technical information marked as confidential or proprietary obtained from the other or its affiliates under this Agreement for a period of five (5) years after obtaining such information, and during that period shall not disclose such information without the other's consent except to the extent required for (1) performance of services under this Agreement; (2) compliance with professional standards of conduct for preservation of the public safety, health and welfare; (3) compliance with any law, regulation, ordinance, subpoena, court order or governmental request; or (4) protection of the disclosing party against claims or liabilities arising from performance of services under this Agreement. In the event disclosure may be required for any of the foregoing reasons, the disclosing party will, except where immediate notification is required by law or regulation or is, in the judgement of the receiving party's counsel required to limit that party's liability, notify the other party in advance of disclosure. The confidential information does not include any data or information which the receiving party can prove (a) was in the receiving party's lawful possession prior to its disclosure by the disclosing party; (b) is later lawfully obtained by the receiving party from a third party without notice to the receiving party of any obligation of confidentiality or other restrictions with respect to use thereof; (c) is independently developed by the receiving party; (d) is, or later becomes, available to the public through no breach of an obligation of confidentiality by the receiving party; or (e) is approved for disclosure in writing by the disclosing party. Notwithstanding anything to the contrary herein, one archive copy of confidential information or documents containing confidential information may be retained by legal counsel of receiving party for the sole purpose of identifying its obligations under this Agreement and any copy may be retained pursuant to any statute, regulation, administrative opinion or any similar legal requirement or to evidence compliance with a professional duty.

Article 4. Independent Contractor Relationship

The relationship between the Client and Consultant created under this Agreement is that of principal and independent contractor. Consultant shall serve as an independent contractor to the Client and shall be responsible for selecting the means and methods that services will be provided under this Agreement. It is specifically understood that, irrespective of any assignability provisions, Consultant may retain subcontractors to perform services usually and customarily performed by subcontractors. Should Consultant determine it appropriate or necessary to rely on a subcontractor where it is not customary to do so, Consultant shall obtain prior written approval or subsequent written confirmation from the Client.

Article 5. Standard of Care

Consultant will perform the Services in accordance with the standards of care and diligence normally practiced by consulting firms performing services of a similar nature in the same locale.

Article 6. Opinions on Cost

Consultant may be asked to provide opinions of probable Project or construction cost costs as part of the professional services under this Agreement. Consultant's opinions of cost are based on Consultant's

experience and judgment. Provided, however, Consultant cannot and does not guarantee that construction proposals, bids or actual construction Project costs will not exceed estimates provided by Consultant. Consultant is not responsible for variations between actual construction bids or costs and Consultant's opinions regarding probable construction costs.

Article 7. Timeliness of Performance

Consultant acknowledges that timely performance of its services is an important element of this Agreement. Consultant will put forth reasonable efforts to complete the work according to the schedule attached in the Task Order.

If Consultant discerns that the schedule shall not be met for any reason, it shall so notify the Client as soon as practically possible so that a mutually agreed on revised schedule can be established.

Article 8. Force Majeure

Consultant shall not be considered in default because of any delays in the completion of the work due to causes beyond the control and without the fault or negligence of Consultant or its subcontractors, including but not restricted to, an act of God or of a public enemy, civil unrest, fire, flood, area-wide strike, freight embargo, unusually severe weather, governmental action, pandemic, epidemic or supplier delay. In the event Consultant has knowledge of any actual or potential delay, Consultant shall notify Client in writing of such cases of delay and their probable extent and, upon such notification, Consultant's performance obligations hereunder shall be suspended.

Article 9. Suspension

Upon fourteen (14) calendar days written notice to Consultant, the Client may suspend Consultant's work.

If payment of Consultant's invoices is not maintained on a thirty (30) calendar-day current basis by the Client, Consultant may, by fourteen (14) calendar days' written notice to the Client, suspend further work until payment is restored to a current basis.

Suspension for any reason exceeding forty-five (45) calendar days shall, at Consultant's option, make this Agreement subject to renegotiation or termination, as provided for elsewhere in this Agreement. Any suspension shall extend the time schedule for performance in a manner that is satisfactory to both the Client and Consultant, and Consultant shall be compensated for services performed and charges incurred prior to the suspension date, regardless of the reason for the suspension.

Article 10. Termination

The Client or Consultant may terminate this Agreement with or without cause, and such termination shall be effective upon fourteen (14) days' written notice to the other party.

Either party may also terminate this Agreement upon written notice to the other party in the event that the other party becomes insolvent files a petition in bankruptcy is adjudicated bankrupt has an assignee, referee, receiver or trustee appointed in any creditor action has a petition in bankruptcy filed against it which is not vacated within thirty (30) days or suffers any action analogous thereto.

In the event such termination becomes necessary, the party effecting termination shall so notify the other party, and termination will become effective fourteen (14) calendar days after receipt of the termination notice. Irrespective of which party shall effect termination or the cause therefor, the Client shall within thirty (30) calendar days of termination remunerate Consultant for services rendered and costs reasonably incurred, in accordance with Consultant's fee schedule. Costs shall include those incurred up to the time of termination.

Article 11. Notice to Parties

All notices required or permitted under this Agreement shall be in writing and shall be made to the parties' below:

Consultant's Project Manager:

Name

Address

Address 2

Email

Client Project Manager:

Name

Address

Address 2

Email

For Notices made pursuant to Article 12:

Legal Department: Mead and Hunt, Inc.

6737 W Washington Street, Suite 3500

West Allis, WI 53214

Sonya.Simon@meadhunt.com

For Notices made pursuant to Article 12:

Client Legal Department (optional)

Address

Address 2

Email

Article 12. Dispute Resolution

Client and Consultant shall provide written notice of a dispute within a reasonable time after the event giving rise to the dispute. Client and Consultant agree to negotiate any dispute between them in good faith for a period of thirty (30) days following such notice. Client and Consultant may agree to submit any dispute to mediation, but such mediation shall not be required as a prerequisite to initiating a lawsuit to enforce this Agreement. Either party shall have the right to litigate the claim, dispute or other matter in question in any state or federal court in the State in which the Project is located. In connection therewith, each party agrees to submit to the jurisdiction of such court.

In the event that legal action is brought by either party against the other in the Courts (including action to enforce or interpret any aspect of this agreement), each party shall be responsible for its own legal costs.

Client and Consultant agree to seek recourse only against each other as incorporated (or similar business entities) and not each other's officers, employees, directors or shareholders.

Article 13. Choice of Law

This Agreement shall be governed and construed in accordance with the laws of the State in which the Project is located, without reference to conflicts of law principles. Each party hereto consents to the exclusive jurisdiction of the state and federal courts in the State in which the Project is located for any actions, suits or proceedings arising out of or relating to this Agreement.

Article 14. Indemnification

Subject to the limitations provided in Article 15, Consultant agrees to indemnify and hold harmless Client, its directors, officers, stockholders, employees, agents, successors and assigns from and against any and all claims, demands, causes of action, liability and costs which arise out of or result from any negligent act, omissions or willful misconduct of Consultant or Consultant's employees, agents or subcontractors in the performance of services under this Agreement; provided, however, Consultant will not be obligated to indemnify Client with respect to costs or damages to the extent such costs or damages are caused by or incurred as a result of negligence or intentional misconduct of Client or Client's subcontractors, agents or employees.

Subject to the limitations provided in Article 15, Client agrees to indemnify and hold harmless Consultant, its directors, officers, stockholders, employees, agents, successors and assigns from and against any and all claims, demands, causes of action, liability and costs which arise out of or result from any negligent act, omissions or willful misconduct of Client or Client's subcontractors, employees or agents; provided, however, Client will not be obligated to indemnify Consultant with respect to costs or damages to the extent such costs or damages are caused by or incurred as a result of negligence or intentional misconduct of Consultant or Consultant's agents, employees or subcontractors.

Article 15. Limitation of Liability

NEITHER PARTY WILL BE LIABLE FOR OR REQUIRED TO INDEMNIFY THE OTHER FOR SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, DELAY OR LIQUIDATED DAMAGES, LOSS OF INVESTMENT OR BUSINESS INTERRUPTION, REGARDLESS OF HOW CHARACTERIZED AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHICH ARISE FROM THE PERFORMANCE OF THIS AGREEMENT OR IN CONNECTION WITH THIS AGREEMENT, AND REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE).

CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS SO, TO THE FULLEST EXTENT PERMITTED BY LAW, CONSULTANT'S LIABILITY, AND THAT OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND

SUBCONTRACTORS, ARISING OUT OF BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR ANY OTHER CAUSE OF ACTION, SHALL BE LIMITED TO \$100,000 OR CONSULTANT'S FEE, WHICHEVER IS GREATER.

Article 16. Insurance

Consultant shall maintain the following insurance coverage during the time it is performing services hereunder. Consultant disclaims any duty to defend Client. Client agrees that it shall not tender the defense of any claim arising out of or related to this Agreement to Consultant.

- A. Worker's Compensation:
of a form and in an amount as required by state law
- B. Employer's Liability:
\$1,000,000 each accident
\$1,000,000 disease, each employee
\$1,000,000 disease, policy limit
- C. Automobile Liability (including all owned, hired and non-owned vehicles):
\$1,000,000 each accident
- D. Commercial General Liability (bodily injury and property damage — combined single limit):
\$1,000,000 each incident
\$2,000,000 annual aggregate
- E. Errors and Omissions:
\$5,000,000 each incident
\$10,000,000 annual aggregate

Article 17. Review of Contractors Work

In the course of performing services under this Agreement, Consultant may be asked to review drawings, specifications, or pay applications from contractors engaged to perform work in connection with the project for which the Proposal is submitted or to observe such contractor's construction as it progresses. Any such review shall be limited to a review of the general conformance with the design concept of the project and the general compliance with information given in the contractor's documents and as may otherwise be noted by Consultant on such drawings and specifications. Such review shall in no way limit the liability of the contractor or be deemed an indication that Consultant has accepted or approved the drawings, specifications or work in any manner.

Article 18. Construction Means and Methods, Safety, and Conduct

Unless otherwise expressly stated in Consultant's Task Order, this Agreement shall not be construed as

imposing upon or providing to Consultant the responsibility or authority to direct or supervise construction means, methods, techniques, sequence or procedures of construction selected by the parties or subcontractors or the safety precautions and programs incident to the work of the parties or subcontractors.

Consultant shall be responsible for providing personal protective equipment and safety training for its own employees.

Client and Consultant understand their respective obligations to provide a respectful work environment for their employees. Both parties agree that harassment on the job (unwelcome verbal, physical or other behavior that is related to sex, race, age or other protected class status) will not be tolerated and will be addressed in a timely manner and in compliance with anti-harassment laws.

Article 19. Ownership and Use of Documents and Concepts

Client acknowledges that Consultant reports, drawings, boring logs, field data, field notes, laboratory test data, calculations, estimates and other similar documents ("Records") are instruments of professional services, not products.

Consultant will retain these Records for a period of three (3) years following completion of this Project. During this time, Consultant will reasonably make available these records to the Client.

Electronic files may contain viruses which can be inadvertently transmitted. It is the sole responsibility of Client to check for viruses before loading the files, and Client is solely responsible for intercepting and disabling any viruses which could be inadvertently transmitted with the electronic files. Client hereby agrees to indemnify and hold Consultant harmless against all claims of any nature resulting from viruses transmitted with the electronic files.

Consultant shall not be responsible for any deviations, alterations, modifications or additions in the electronic data in comparison to the documents originally released by the Consultant to the Client. Consultant shall not be responsible for any reuse of the electronic data by Client or any other party for this Project, or any other Project without the prior express written consent of Consultant. Client shall defend, indemnify and hold completely harmless Consultant against any claims, damages or losses arising out of any deviations, alterations, modifications or additions in the electronic data in comparison to the documents originally released by the Consultant to the Client or any reuse of the electronic data without prior express written consent of Consultant.

All documents, including the electronic files that are transferred by Consultant to Client, are Instruments of Service of Consultant created for this Project only, and are not intended to be deemed a sale of the files and data, and NO REPRESENTATION OR WARRANTY IS MADE, EITHER EXPRESS OR IMPLIED, CONCERNING THE MERCHANTABILITY OF THE FILES AND DATA OR THEIR FITNESS FOR A PARTICULAR PURPOSE.

Copies of documents that may be relied upon by Client are limited to the originally released documents that

contain signatures and seals of the professional employee(s) of Consultant. Any damages resulting from deviations from such originally released and signed or sealed electronic files will be at the Client's sole risk.

Consultant is not responsible for damages arising out of the use by the Client or the Client's agents of any Consultant data or report for any purpose other than its original purpose as defined in the Proposal.

While Client agrees that any patentable or copyrightable concepts developed by Consultant as a result of this Agreement shall remain the sole and exclusive property of Consultant, Client shall retain a right, without the right to grant sublicenses under any patents or copyrights of Consultant, to use any information or recommendations generated by Consultant during the performance of this Agreement. Client shall have the right to assign such right to any party who buys from client the assets of Client relating to the information or recommendations generated by Consultant under this Agreement. Nothing in this Article 19 shall restrict Consultant from using any methods, techniques or concepts developed by it under this Agreement for its benefit or the benefit of any third party.

Article 20. Subsurface Exploration

In those situations where Consultant performs subsurface exploration, the Client, to the extent of its knowledge, will furnish to Consultant information identifying the type and location of utilities and other human-made objects beneath the surface of the Project site. Consultant will take reasonable precautions to avoid damaging these utilities or objects. Prior to penetrating the site's surface, Consultant will furnish Client a plan indicating the locations intended for penetration. Consultant will not be responsible for damages arising out of contact with unidentified subsurface utilities or objects.

Article 21. Extent of Study

Client recognizes that actual environmental or geological conditions may vary from conditions encountered at locations where Consultant makes visual observations, obtains samples or performs other explorations as part of its services under this Agreement. Consultant's failure to discover potential environmental contamination, geological conditions or other conditions through appropriate techniques does not guarantee the absence of environmental contamination, geological conditions or other conditions at a site.

Article 22. Hazardous Substances

In the event that services performed under this Agreement involve hazardous substances, as defined in 40 CFR Part 302, including hazardous waste, whether or not such involvement was known or contemplated at the time this Agreement was made or when services performed by Consultant commenced under this Agreement, the following additional terms and conditions shall apply to this Agreement.

Any and all samples collected or received by Consultant or its subcontractors on behalf of Client which contain hazardous substances including hazardous waste will be, after completion of testing and at Client's expense, either returned to Client, or using a manifest signed by Client as a generator, be transported to a location selected by Client for final disposal. Client shall pay all costs associated with the storage, transport

and disposal of all such samples. Client agrees and recognizes that Consultant is acting as a bailee and at no time assumes title to any such samples or substances.

Consultant warrants that when making hazardous waste determinations on behalf of Client, Consultant will use the standard of care and diligence normally practiced by consulting firms performing similar services in the same locale. Consultant, if requested by Client, will gather bids from various hazardous waste transporters and/or treatment, storage or disposal facilities (TSDFs) that are appropriately licensed or permitted by state, federal and/or local authorities to accept the waste generated by the Client. Client acknowledges that although Consultant may gather bids from various hazardous waste transporters or TSDFs, that Client has ultimately selected such transporter or TSDF. Client understands that Consultant has not conducted regulatory compliance audits on such transporters or TSDFs nor does Consultant make any other warranties or representations other than expressly written in this paragraph related to such transporters or TDSFs. Client acknowledges that Consultant at no time assumes title to waste generated from Client's facility or site.

Client acknowledges that Consultant has no responsibility as an operator, arranger, generator, treater, storer, transporter, disposer, emitter, discharger or releaser of hazardous substances, air or water pollutants or other contaminants found or identified in conjunction with work performed hereunder.

Article 23. Third Party Rights

Except as specifically stated in this Agreement, this Agreement does not create any rights or benefits to parties other than Client and Consultant. The services provided by Consultant hereunder are for the Client only.

Article 24. Assignment

Neither party to this Agreement shall assign its duties and obligations hereunder without the prior consent of the other party except as provided in Article 4.

Article 25. Lien Notice

Consultant hereby notifies Client that persons or companies performing, furnishing or procuring labor, services, materials, plans or specifications for construction on Client's land may have lien rights on Client's land and buildings if not paid.

Article 26. Waiver

No waiver by either party of any term or condition set forth herein or the breach by the other party of any such term or condition, whether by conduct or otherwise, in any one or more instances, shall be deemed or construed as a further or continuing waiver of any such term, condition or breach or a waiver of any other term, condition or breach.

Article 27. Headings

The subject headings in this Agreement are for convenience only and are not determinative of the substance of the subject clause.

Article 28. Entire Agreement

The parties agree that this Agreement, together with the Task Orders and attachments as referenced or incorporated herein, represents the entire and integrated agreement between the Client and Consultant and supersedes all prior communications, negotiations, representations, quotations, offers or agreements, either written or oral between the parties hereto, with respect to the subject matter hereof, and no agreement or understanding varying or extending this Agreement shall be binding upon either Party, other than by a written agreement signed by both the Client and Consultant. If additional documents represent the agreement of the parties, such documents must be itemized in Consultant's proposal. The parties agree that the provisions of these terms and conditions of this Agreement shall control over and govern as to any subsequent form or document signed by the Parties, such as Client's purchase orders, work orders, task orders, etc. and that such documents may be issued by Client to Consultant as a matter of convenience to the parties without altering any of the terms or provisions hereof.

Article 29. Severability

If any provision or part of a provision of this Agreement is declared to be invalid by any tribunal of competent jurisdiction, such part shall be deemed automatically adjusted, if possible, to conform to the requirements for validity, but if such adjustment is not possible, it shall be deemed deleted from this Agreement as though it had never been included herein. In either case, the balance of any such provision and of this Agreement shall remain in full force and effect.

Article 30. Contract Amendments

Any amendments to the subsequent Task Orders or these Terms and Conditions of Agreement shall be executed by means of a written contract amendment, signed by the Client and Consultant. Changes to the Agreement will not become effective until the contract amendment has been signed by both parties. The contract amendment will document the specific changes to the Agreement along with any resulting adjustment in cost and/or schedule.

IN WITNESS WHEREOF, the parties have executed this Agreement. This Agreement may be executed in counterparts, each of which shall constitute an original, but both of which when taken together shall constitute one and the same agreement. The parties agree that a counterpart of this Agreement may be executed by a party and then delivered to the other party by facsimile or other electronic means, and such facsimile or other electronic copy will constitute an original counterpart. The signatories below represent that they are duly authorized by the business entities they represent to sign this Agreement. The effective date of this Agreement is the later of the signature dates below.

Client:

_____	_____	_____
Name:	Title	Date

Mead and Hunt, Inc.:

_____	_____	_____
Name:	Title	Date

PROFESSIONAL SERVICES AGREEMENT

0124-QC01

City of Taneytown
17 East Baltimore Street
Taneytown, MD 21787

and

ARRO Consulting, Inc.
201 Thomas Johnson Drive
Suite 207
Frederick, MD 21702

April 24, 2024

The purpose of this Agreement is to form the basis for ARRO Consulting, Inc. (ARRO) to provide consulting services to the City of Taneytown (Client) to update the Taneytown Community Comprehensive Plan, last adopted in March of 2010. ARRO will provide the services identified in the Scope of Services below.

SCOPE OF SERVICES

The comprehensive plan update process will comply with the requirements of Maryland Code Annotated Land Use Article 3-203. As discussed at our meeting, the plan will be designed as a frequently referenced resource rather than a document that sits on a shelf. The plan will update the current Comprehensive Plan adopted in 2010 and will include the items as detailed below.

1. Introduction, Plan Scope, and Timetable

- a. Meet with the Client Manager and other Client Staff to review the scope, timetable, and expectations of the Plan Update. *(1 meeting)*
- b. Attend an orientation “kick-off” meeting with the Plan Update Committee to discuss the Plan Scope and establish the Timetable for completion, and meeting times/dates. *(1 meeting)*
- c. Prepare and send a summary of the meeting to the Client Staff for distribution to the Committee.

2. Public Survey and Key Person Interviews

- a. Design, develop, and implement an interactive, event-based survey to be accessible on the Client’s website. This survey will be accessible to the public, and results will be made available to Client Management. A “paper” survey will also be prepared to accommodate audiences and participants without sufficient internet access, or who prefer to submit traditional paper copy survey results.
- b. Submit an electronic copy in PDF format of the Draft Survey to the Client to send to the Committee.
- c. Attend a meeting with the Committee to discuss the Draft Survey. *(1 meeting)*
- d. Place the link to the survey on the Client’s website, once survey is approved. The Client will provide paper public surveys as needed. The public survey will be made available for a one (1) month timeframe. The appropriate public notice shall be given prior to the posting of the public survey.

- e. Collect the returned survey, prepare a summary of the results, and add findings to applicable Plan sections. Include a Survey Summary within an appendix.
- f. Perform up to ten (10) key person interviews with community stakeholders identified by the Client.

3. Goals and Objectives

- a. Prepare updated Goals and Objectives for each Plan Element required by the Maryland Land Use Article. The Goals and Objectives will address current issues facing the Client such as: growth and development, water supply resources, transportation, environment, park and recreation, open space, and sewage disposal.
- b. Submit an electronic copy in PDF format of the Draft Goals and Objectives to the Client for distribution to the Committee.
- c. Attend a meeting with the Committee to discuss the Draft Goals and Objectives. *(1 meeting)*
- d. Prepare and send a summary of the meeting to the Client to send to the Committee.
- e. Revise the Draft Goals and Objectives based upon input from the Committee and deliver the revision to the Client.

4. Community Background

- a. Coordinate, with the Client, the collection of updated data and prepare background information regarding topics listed below including a summary of relevant Client, Carroll County and State planning documents, and any other items from the applicable “background chapters” of the 2010 Plan.
 - Population Characteristics and Trends.
 - Socio-Economic Conditions and Profiles.
 - Housing Conditions and Opportunities.
 - Natural Features and Environmental.
 - Agricultural, Historic and Cultural Resources and Land Preservation Efforts.
 - Parks/Recreation Facilities and Opportunities including Trails, Active and Passive Recreation Areas.
 - Community Services, Public Infrastructure and Stormwater Management.
 - Transportation and Traffic Issues.
 - Regional Relationships.
- b. Submit an electronic copy in PDF format of the Draft Community Background to the Client to send to the Committee.
- c. Attend a meeting with the Committee to discuss the Draft Community Background. *(1 meeting)*
- d. Prepare and send a summary of the meeting to the Client to send to the Committee.
- e. Hold a status meeting to inform the public of the Draft Plan Update to date. *(1 meeting)*

- f. Revise the Draft Community Background based upon input from the Committee and public meeting and deliver the revision to the Client.

5. Plan for Community Facilities and Services

- a. Prepare a Draft Plan for Community Facilities and Services that incorporates the Goals and Objectives stated above and the applicable Background elements, including an update to the Public Sewer and Water Infrastructure Maps. This will include a section devoted to the Water Resources Element requirements and will draw upon the water resources work currently being updated by the County.
- b. Revise the Draft Plan for Community Facilities and Areas of Critical State Concern based upon input from the Committee and deliver the revision to the Client.

6. Plan for Transportation and Circulation

- a. Coordinate, with Carroll County, an update of projects (i.e., resurfacing, widening, new connections), classifications, maintenance, and funding sources as part of the Plan for Transportation and Circulation including an update to the Transportation Map. This will include revisiting the alignment and classification of the Taneytown Greenway referenced in the 2010 plan.
- b. Submit an electronic copy in PDF format of the Draft Transportation and Circulation Plan and Draft Plan for Community Facilities and Services to the Client to send to the Committee.
- c. Attend a meeting with the Committee to discuss the Draft Transportation and Circulation Plan and Draft Plan for Community Facilities and Services. *(1 meeting)*
- d. Prepare and send a summary of the meeting to the Client to send to the Committee.
- e. Revise the Draft Transportation and Circulation Plan based upon input from the Committee and deliver the revision to the Client.

7. Plans for Parks and Recreation, Natural Features and Resources and Historic and Cultural Resources

- a. Prepare a Draft Plan for Parks and Open Space Preservation based upon Goals and Objectives stated above and the applicable Background elements.
- b. Prepare a Draft Plan for Natural Features and Resources based upon Goals and Objectives stated above and the applicable Background elements. Update Natural Features Map as needed.
- c. Prepare a Draft Plan for Historic and Cultural Resources based upon Goals and Objectives stated above and the applicable Background elements.
- d. These plan element sections will also recognize certain areas that require special consideration due to their environmental, cultural, or historic status. These Areas of Critical State Concern will be considered in land use planning and development decisions to ensure the long-term sustainability of the community.

- e. Submit an electronic copy in PDF format of the Draft Plans to Client for distribution to the Committee.
- f. Attend a meeting with the Committee to discuss the Draft Plans. *(1 meeting)*
- g. Prepare and send a summary of the meeting to the Client to send to the Committee.
- h. Hold a status meeting to inform the public of the Plan Update to date. *(1 meeting)*
- i. Revise the Draft Plans based upon input from the Committee and the public meeting and deliver the revision to the Client as part of the overall Plan Update.

8. Plan for Land Use

- a. Prepare a Draft Plan for Land Use that includes the following:
 - An update of existing land uses,
 - Evaluates existing zoning and Growth Area Boundary,
 - Relationship to the Carroll County land use plans.
 - Mapping within this section to include Existing Land Use and Future Land Use
- b. This section to include the development capacity analysis and the municipal growth element.
- c. Submit an electronic copy in PDF format of the Draft Plan for Land Use to the Client to send to the Committee.
- d. Attend a meeting with the Committee to discuss the Draft Plan for Land Use and maps. *(1 meeting)*
- e. Prepare and send a summary of the meeting to the Client to send to the Committee.
- f. Hold a status meeting to inform the public of the Plan Update to date. *(1 meeting)*
- g. Revise the Draft Plan for Land Use based upon input from the Committee and PC and deliver the revision to the Client.

9. Implementation Strategies, Interrelationship of Plan Elements And Action Plan

- a. Prepare short term (1-5 years), midrange (6-9 years), and long term (10-15 years) Plan Implementation Strategies for each Plan Element. Included will be the following categories:
 - Description of the proposed task or function,
 - Prioritization of each item,
 - Time frame for completion,
 - Committee, commission, department, or group responsible,
 - Best method of implementation, and
 - Funding methods as applicable.
- b. Prepare a statement about the Interrelationships of the Plan Elements, detailing any environmental, fiscal, energy conservation, or economic development consequences on the Client.

- c. Evaluate and document the compatibility of existing and proposed development with that of adjacent jurisdictions and Carroll County.
- d. Prepare an Action Plan summarizing the implementation strategies including descriptions, prioritization, time frame for completion, responsible group, funding methods as applicable and best method of implementation.
- e. Submit an electronic copy in PDF format of the Implementation Strategies and Action Plan to the Client to send to the Committee.
- f. Prepare and send a summary of each meeting to the Client to send to the Committee.
- g. Revise the Implementation Strategies and Action Plan based upon input from the Committee and deliver the revisions to the Client.

10. Public Engagement – Meetings, Visioning Sessions, Social Media

- a. The public engagement component includes the following elements:
 - Attendance at eleven (11) public meetings to present plan elements as identified above.
 - Attendance at plan visioning session.
 - Attendance at up to two (2) pop-up meetings (i.e. fireman's carnival, community day).
 - Preparation of ESRI StoryMap to be linked from Client website.

SPECIFIC SERVICES EXCLUDED

Services not set forth within the Scope of Services are specifically excluded, including:

- 1. Services resulting from significant changes to the general Scope of Services beyond the reasonable control of ARRO. Such revisions include, but are not limited to, changes in size, complexity, scheduling, or character of engineering design and bidding services required to complete projects.
- 2. Advertising costs.
- 3. Fees associated with reserving public meeting space(s).
- 4. Engineering and legal fees.
- 5. Attendance at additional meetings/workshops.
- 6. Additional copies of documents/deliverables in excess of quantity listed in Scope of Services.

SCHEDULE

ARRO will commence work upon receipt of written Notice-to-Proceed, and will endeavor to complete the project as outlined below:

Months from Start	1	2	3	4	5	6	7	8	9	10	11	12	13
Introduction, Plan Scope, and Timetable													
Public Survey and Key Person Interviews													
Goals and Objectives													
Community Background													
Plan for Community Facilities and Services													
Plan for Transportation and Circulation													
Plan for Parks and Recreation, Natural Features and Resource Protection, and Historical and Cultural Resources													
Plan for Land Use													
Implementation Strategies													
Public Engagement													
Plan Adoption													

CLIENT'S RESPONSIBILITIES

1. Designate a person to act as its representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, and interpret and define the Client's policies and decisions pertaining thereto within a responsible amount of time so as not to delay the services of ARRO.
2. Arrange for access to and make all provisions for ARRO to enter upon public and private property as required by ARRO to perform its services.
3. Obtain approvals and permits from and pay fees of all governmental authorities having jurisdiction over the project, and such approvals and consents from others as may be necessary for completion of the project.
4. Assist ARRO by placing at its disposal all available information pertinent to the project including previous reports and any other data relative to the work covered herein.
5. Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by ARRO, obtain advice of an attorney, insurance counselor, and other consultants as the Client deems appropriate for such examination, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ARRO.
6. Provide such accounting, legal, and insurance counseling services as may be required by the Client for the project or as ARRO may reasonably request with regard to legal, accounting, and insurance issues pertaining to the project including any that may be raised by the contractor.
7. Give prompt written notice to ARRO when the Client observes or otherwise becomes aware of any development that affects the scope or timing of ARRO's services or becomes aware of any unsatisfactory performance by ARRO.


COMPENSATION

In consideration of the services performed by ARRO in accordance with this Agreement, the Client shall pay to ARRO a lump sum fee of Ninety-Eight Thousand, Eight Hundred Forty-Five Dollars (\$98,845.00). In the event that such services are altered by a modification of this Agreement, the parties hereto, shall, at the time of such modification, also agree to an equitable adjustment in the lump sum stated above.

Invoices shall be rendered monthly based on the percentage of work completed to date and shall be paid within thirty (30) days of the date of the invoice.

THE TERMS OF THIS AGREEMENT SHALL REMAIN OPEN FOR ACCEPTANCE FOR A PERIOD OF SIXTY (60) DAYS FROM THE ABOVE DATE, AFTER WHICH TIME ARRO RESERVES THE RIGHT TO REVIEW, REVISE, OR WITHDRAW THIS AGREEMENT.

THE ATTACHED STANDARD TERMS AND CONDITIONS ARE INCORPORATED INTO AND A PART OF THIS AGREEMENT.

	City of Taneytown		ARRO Consulting, Inc.
BY:	_____	BY:	
PRINTED NAME:	_____	PRINTED NAME:	<u>Michael A. Schober, P.E., BCEE</u>
TITLE:	_____	TITLE:	<u>Vice President</u>
DATE:	_____	DATE:	<u>April 24, 2024</u>
CLIENT'S DESIGNATED REPRESENTATIVE:	_____		_____

**ARRO HOLDINGS, LLC; THE ARRO GROUP & SUBSIDIARIES,
ARRO CONSULTING, INC., CKS ENGINEERS, INC., CASTLE VALLEY CONSULTANTS, INC.
STANDARD TERMS AND CONDITIONS**

1. OPINION OF PROBABLE COSTS

Opinions of probable construction and related costs, financing and acquisition of land and rights-of-way prepared by ARRO represent its judgment as a design professional and are supplied for the general guidance of the Client. Since ARRO has no control over cost of labor, materials, equipment or services furnished by others, over contractors' methods of determining prices, over costs of financing, acquisition of land or rights-of-way or over competitive bidding, market or negotiating conditions, ARRO does not guarantee that any such opinions will not vary from actual costs or contractors' bids to the Client.

2. INSTRUMENTS OF SERVICE

All reports, plans, specifications, drawings, field data, notes, formulae, calculations, codes, computer programs and any other documents used in the preparation of the work hereunder or delivered to the Client hereunder, including electronic or digitized versions thereof, are instruments of service of ARRO and shall remain the property of ARRO. Client has the right to use the work delivered hereunder for an indefinite period of time for the purposes outlined in this Agreement. However, the work furnished by ARRO hereunder, whether in document form or electronic or digitized versions thereof, are not to be reused by the Client or any other person or entity for extensions of the project for which they were prepared or on any other project. Any reuse of the documents or their electronic or digitized versions without specific written verification or adaptation by ARRO will be at the Client's sole risk and without liability to ARRO, and Client shall hold ARRO harmless from any claims or damages resulting from such reuse, including claims of infringement of proprietary information.

3. CHANGED CONDITIONS

ARRO has used its professional judgment in establishing the scope of services and fee for this project, given the information provided by the Client or known to ARRO about the project's nature and risks and current laws, codes, regulations, standards and permit conditions in effect thirty (30) days prior to the date of this proposal/Agreement. Occurrences or discoveries that were not originally contemplated by or known to ARRO shall constitute changed conditions and shall require an equitable adjustment in scope, schedule and/or fee under this Agreement. If ARRO should request an adjustment to this Agreement, ARRO shall identify the changed conditions and the Client shall promptly and in good faith enter into a renegotiation of this Agreement. If the Client refuses to renegotiate, ARRO may terminate this Agreement.

4. ADDITIONAL WORK

The Client or ARRO may, from time to time, during the course of the work request changes or modifications in the "Scope of Services" to be performed hereunder. Such changes and/or modifications, including any increase or decrease in the amount of ARRO's compensation, which are mutually agreed upon between the Client and ARRO, shall be incorporated in written amendments to this Agreement. In the event the Client desires additional work performed, which is not covered by the proposal and/or Agreement, the parties shall execute an amendment to this Agreement, and ARRO shall be paid for the additional work in accordance with the terms and conditions for extra work as set forth in the Agreement.

5. DELAYS

In the event of delays through no fault of ARRO, the Client shall pay all costs which have been reasonably incurred by ARRO in suspending the services including all costs incurred in reactivating the services. This is in addition to compensation for services performed and costs incurred prior to suspension.

6. WARRANTY AND REMEDY

ARRO warrants that it shall exert the degree of care and skill in the performance of its services normally exercised by similar professionals under similar circumstances. This warranty is in lieu of and excludes all other warranties whether express or implied, by operation of law or otherwise, including any warranty of fitness for particular purpose.

ARRO's liability to the Client for losses, injuries, damages or expenses arising from ARRO's services under this Agreement and which are covered by ARRO's liability insurances shall be limited to the then remaining limits of ARRO's applicable liability insurance coverage(s). For any other losses, injuries, damages or expenses arising from ARRO's services, Client agrees that ARRO's total aggregate liability therefore shall not exceed the amount of ARRO's service revenue under this Agreement.

In addition, the Client agrees to extend any and all liability limitations and indemnifications provided by the Client to ARRO to those individuals and entities ARRO retains for performance of the services under this Agreement, including ARRO's subconsultants and their assigns.

For purposes of this Agreement the term "liable" and "liability" shall mean liability of any kind that may be found to rest upon ARRO, whether arising from the negligence of ARRO, its subcontractors, agents or employees, breach of warranty, breach of contract, strict or absolute liability and/or any other cause.

7. CONSEQUENTIAL DAMAGES

Neither ARRO nor Client shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by ARRO or the Client, their employees, agents, subconsultants or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

8. TERMS OF PAYMENT

In the event that payment is not made within thirty (30) days from date of billing, interest will be charged at the rate of one percent (1%) per month, or the maximum amount permitted by law.

9. PATENTS

ARRO will not conduct patent searches in the performances of its services and assumes no responsibility or liability for any patent or copyright infringement arising therefrom. Nothing contained herein shall be construed as a warranty or representation that anything made, used or sold arising out of the services provided for the project will be free from infringement of patents.

10. SUSPENSION OF SERVICES

If payment of ARRO's invoices is not maintained as per the Terms of Payment set forth herein, ARRO may by seven (7) days written notice to the Client suspend further services without liability until the Client has paid in full all amounts due ARRO on account of services rendered and expenses incurred, including interest on past due invoices. Suspension exceeding ninety (90) days shall, at ARRO's option, make this Agreement subject to renegotiation or termination. Any suspension shall extend the time schedule for performance in a manner that is satisfactory to ARRO.

11. TERMINATION

This Agreement for ARRO's services may be terminated by either party upon thirty (30) days prior written notice to the other party. In the event of termination, ARRO shall be compensated for services performed and expenses incurred up to the date of termination, plus reasonable actual costs incurred by ARRO as a result of a termination by the Client.

12. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the parties and their respective successors and assigns. ARRO may employ such independent consultants, associates and subcontractors as it may deem appropriate. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the parties.

13. SEVERABILITY AND REFORMATION

Any provision or part thereof of this Agreement held to be void or unenforceable under any law or order of court shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Client and ARRO. In addition, the parties agree that this Agreement shall be reformed to replace such stricken provision(s) or part(s) thereof with a valid and enforceable provision(s) which comes as close as possible to expressing the intention of the stricken provision(s).

14. EMPLOYEE LIABILITY

The Client acknowledges that ARRO is a corporation and agrees that any claim made by the Client arising out of any act or omission of any director, officer or employee of ARRO in the execution or performance of this Agreement, shall be made against ARRO and not against such director, officer or employee.

15. FORCE MAJEURE

Client and ARRO agree that there shall be no liability on the part of either party for any failure or delay in the performance of any obligations hereunder resulting from any cause beyond their reasonable control, including, but not limited to: acts of God; acts or omissions of civil or military authority; acts or omissions of contractors or suppliers; fires; floods; epidemics; quarantine restrictions; severe weather; strikes; embargoes; wars; political strife; riots; delays in transportation; compliance with any regulations or directives of any national, state, local, or municipal governments or any department thereof; fuel, power, materials or labor shortages.

16. ENTIRE AGREEMENT

This Agreement, upon its acceptance by the Client, shall constitute the entire and integrated understanding between the parties and supersedes all prior and contemporaneous negotiations and agreements, whether oral or written, with respect to the subject matter herein. This Agreement may be amended only by a written instrument signed by both parties.

17. ASBESTOS OR HAZARDOUS OR TOXIC MATERIALS

ARRO's scope of services does not include any services related to asbestos or hazardous or toxic materials. ARRO shall have no responsibility under this Agreement to determine the existence, location, quantity, type or composition of any hazardous or toxic materials that may exist at the site. In the event ARRO or any other party encounters asbestos or hazardous or toxic materials at the site, or should it become known in any way that such materials may be present at the site or any adjacent areas that may affect the performance of ARRO's services, ARRO may, at its option and without liability for consequential or other damages, suspend performance of services on the project until the Client retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrant that the site is in full compliance with applicable laws and regulations.

18. PHASE I & PHASE II ENVIRONMENTAL SERVICES

In consideration of the substantial risks to ARRO in performing Phase I and Phase II environmental assessment services, the Client agrees, to the maximum extent permitted by law, to indemnify and hold harmless from any damage, liability or cost, including reasonable attorneys' fees and costs of defense, arising out of or resulting from the performance of services under this Agreement or related in any manner whatsoever to the existence, identification, release or disposal of hazardous or toxic substances, except those damages, liabilities or costs arising directly from the sole negligence or willful misconduct of ARRO.

a. REGULATED CONTAMINANTS

The Phase II environmental assessment is being conducted solely to permit ARRO to render a professional opinion on the likelihood of regulated contaminants being present on, in, or beneath the site identified in the Agreement at the time the services are rendered. Client acknowledges and understands that the findings derived from a Phase II environmental assessment are limited and that ARRO cannot know or state as an absolute fact that the site is unaffected by reportable quantities of regulated contaminants. Furthermore, even if ARRO believes, in its professional opinion, that reportable quantities of regulated contaminants are not present at the site, Client still bears the risk that such contaminants may be present or may migrate to the site after the study is completed. Client's acceptance of this Agreement shall evidence that Client understands the risks associated with the Phase II environmental assessment and, in consideration of ARRO agreeing to provide these services, Client agrees, to the maximum extent permitted by law, to waive any claim against ARRO and agrees to defend, indemnify, and hold ARRO harmless from any damage, claim, liability, or cost, including reasonable attorneys' fees and costs of defense, for injury or loss which may arise out of or result from any alleged contamination or existence of hazardous material discovered at the site or performance of services under this Agreement or related in any manner whatsoever to the existence, identification, release or disposal of hazardous or toxic substances, except those damages, liabilities or costs arising directly from the sole negligence or willful misconduct of ARRO.

b. SAMPLING BYPRODUCTS

All substances on, in, or beneath the Client's site identified in the Agreement, or obtained from the site as samples or as byproducts of the sampling process are, and shall remain, the Client's property. Any samples or byproducts of the sampling process that are, or are assumed to be regulated contaminants, or in ARRO's opinion, may be affected by a regulated contaminant, will be packaged in accordance with applicable law and these materials will be promptly turned over to the Client and the Client will be responsible for legal disposal of them. ARRO shall not have any responsibility under this Agreement to arrange for disposal, or dispose, of materials that are, or are suspected to be, affected by regulated contaminants. Client shall sign all manifests for the disposal of regulated contaminants or suspected regulated contaminants. ARRO will not, under any circumstances, be considered a generator, transporter, or disposer of the materials affected by regulated contaminants. Because involvement with the Client's contaminated samples can expose ARRO to considerable risks, Client agrees, to the maximum extent permitted by law, to waive any claim against ARRO and agrees to defend, indemnify, and hold ARRO harmless from any damage, claim, liability, or cost, including reasonable attorneys' fees and costs of defense, for injury or loss which may arise out of or result from ARRO containing, labeling, transporting, testing, temporarily storing, and other handling of the Client's contaminated samples or performance of services under this Agreement or related in any manner whatsoever to the existence, identification, release or disposal of hazardous or toxic substances, except those damages, liabilities or costs arising directly from the sole negligence or willful misconduct of ARRO.

c. CROSS CONTAMINATION

Sampling may result in unavoidable cross-contamination of subsurface areas, such as when a probe or boring penetrates through a contaminated area into an aquifer, underground stream, or other hydrous body not previously contaminated. Client acknowledges and understands that ARRO cannot, despite exercising due care, completely eliminate this risk. Because sampling is an essential element of the Phase II environmental services covered by this Agreement and can expose ARRO to considerable risks, Client agrees, to the maximum extent permitted by law, to waive any claim against ARRO and agrees to defend, indemnify, and hold ARRO harmless from any damage, claim, liability, or cost, including reasonable attorneys' fees and costs of defense, for injury or loss which may arise out of or result from any cross-contamination allegedly caused by sampling or performance of services under this Agreement or related in any manner whatsoever to the existence, identification, release, or disposal of hazardous or toxic substances, except those damages, liabilities or costs arising directly from the sole negligence or willful misconduct of ARRO.

19. THIRD PARTY BENEFICIARY

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or ARRO. ARRO's services under this Agreement are being performed solely for the Client's benefit, and no other entity shall have any claim against ARRO because of this Agreement or the performance or nonperformance of services hereunder. The Client agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of this paragraph.

20. GOVERNING LAW

The laws of the Commonwealth of Pennsylvania shall govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the Courts of Common Pleas of Pennsylvania having jurisdiction.



280 Granite Run Drive, Suite 160
Lancaster, PA 17601
tel: 717-560-7500
fax: 717-560-7525

May 3, 2024

Mr. James A. Wieprecht
City Manager
City of Taneytown
17 East Baltimore Street
Taneytown, MD 21787

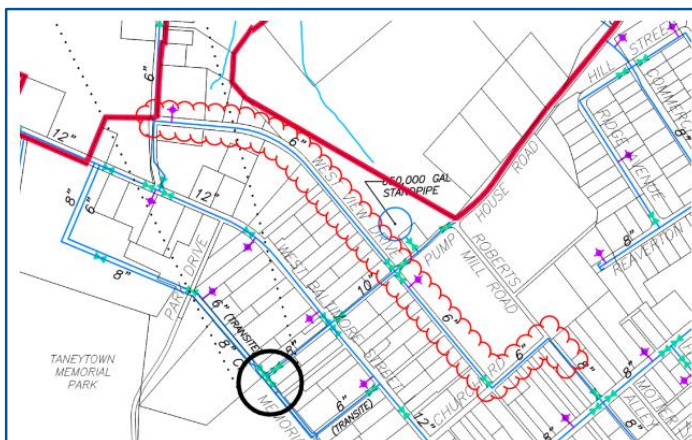
Subject: Taneytown Westview Drive Water Main
Design and Construction Services Proposal

Dear Mr. Wieprecht:

CDM Smith is pleased to provide the City of Taneytown (the City) with this proposal for engineering design and construction services associated with support of the Westview Drive Water Main Replacement project. This agreement is subject to the terms and conditions defined in the attached Exhibit A.

Background

The City's 6" cast iron and ductile iron water main along Westview Drive, Church Street, and Roberts Mill Road from Harney Road to transition to 8" main along Roberts Mill Road (approximately 2,550 feet) has historic problems with leaks and breaks, and the City desires to replace this main to reduce water loss and frequent, costly maintenance. The project also includes replacement of the approximately 15 water services, up to the curb stops, with 1" copper lines. The limits of the main to be replaced are shown clouded below.



Scope

CDM Smith proposes the following scope of work through design, permitting, bidding and construction as described below.



Task 1. Site Survey and Basis of Design

- 1) Review available existing information, including index mapping, record plans, and maintenance records.
- 2) Conduct depth-to-rock determination program along proposed alignment. Test pits are proposed in the grass shoulder every 50 feet of the alignment for a total of approximately 50 locations. Test pits will extend to a depth of 5 feet or bedrock. A subcontractor allowance of \$15,000 and one day of oversight has been allocated for this task.
- 3) Conduct topographic and utility survey. Survey will include a 60' wide detailed survey path, including all utilities and rock survey test pit locations. The survey will also include building and pavement outlines for the full extent of the properties and GIS-based property lines.
- 4) Site visit with City staff to review water main alignment and identify any complicating factors.
- 5) Identify permitting requirements. It is assumed that disturbance will be more than one acre, and will therefore require coverage under the MDE General Permit for Stormwater Associated with Construction. It is assumed that the project will not impact any wetlands or waterways, and that the Contractor will be responsible for obtaining the Grading Permit.
- 6) Prepare basis of design memo, including conducting independent internal technical review.
- 7) Conduct virtual basis of design review meeting with the City.

Task 2. Design of Water Main Replacement

- 1) It is assumed that the scope will include approximately 2,550 linear feet of 8" ductile iron water main replacement.
- 2) Prepare a construction sequence with maintenance of flow considerations.
- 3) Develop 50% design plans and specification table of contents. The drawing set is assumed to consist of the following 13 sheets:
 - a) Cover Sheet
 - b) General Notes & Abbreviations
 - c) Erosion & Sediment Control and Water Main Replacement Plan & Profile (6 sheets total at 1"=20' scale)
 - d) Erosion & Sediment Control Notes
 - e) Erosion & Sediment Control Details
 - f) General Civil Details (3 sheets total)
- 4) Conduct internal technical review of the 50% design.
- 5) Conduct an in-person meeting with the City to review the 50% design.

- 6) Address review comments from internal technical review and City.
- 7) Prepare 90% design documents, including drawings and technical and bidding specifications. Bidding specifications will be prepared using the City's standard RFP document and references to the City's Standard Specifications for Water Construction.
- 8) Submit plans to Carroll Soil Conservation District (CSCD) and Carroll County Development Review for review.
- 9) Submit NOI for NPDES General Permit coverage.
- 10) Prepare a 90% design opinion of probable construction cost.
- 11) Conduct a virtual meeting with the City to review the 90% design.
- 12) Conduct internal final quality review of the 90% design (draft bid documents).
- 13) Finalize bid documents.

Task 3. Water Main Replacement Bidding and Construction Services (CS)

- 1) Assist the City in bidding, including planning for and attending the pre-bid meeting, responding to requests for information (RFIs), and preparation of one addendum. It is assumed that the City will handle bid advertisement and electronic bid document and addendum distribution.
- 2) Review of construction bids and recommendation of award.
- 3) Plan and attend a pre-construction meeting with the City and Contractor.
- 4) Plan and attend construction progress meetings (assumed two virtual and two in-person).
- 5) Review Contractor Shop Drawings, Requests for Information, Change Order Requests, and Applications for Payment.
- 6) Construction Observation: For the purpose of this proposal, CDM Smith assumes it will provide a total of 40 full days (8 hours per day) of construction observation.
- 7) Final construction review and development of a punchlist.
- 8) Preparation of Record Drawings.

Task 4. Project Management

The above phases include the following Project/Quality Management tasks:

- 1) Conduct a kick-off meeting with the City to review project goals, team members, communication procedures, schedule, identify any additional available data, and determine design criteria.

- 2) CDM Smith's project manager shall provide monthly updates on project status to the City project manager. Monthly status reports shall be provided with CDM Smith invoices.

Assumptions

- 1) City will mark out water, sewer, and storm drain utilities within the survey area.
- 2) No wetland evaluations are included.
- 3) Any easements (temporary/construction or permanent) will be handled by the City and are not included in CDM Smith's services.
- 4) Road restoration will include full curb-to-curb surface mill and overlay.
- 5) Adequate fire flow capacity is assumed. No water modeling or capacity calculations are included.
- 6) The existing road drainage design is a mixture of open and closed (curbed) drainage. No changes to the road drainage are proposed.
- 7) Carroll County and Carroll Soil Conservation District permitting reviews will be completed within 30 days of receipt and a maximum of two rounds of reviews are assumed.

Schedule

If the City authorizes CDM Smith to proceed with this work in May 2024, we envision the following as a reasonable project schedule:

- Survey: June 2024
- Planning: June - July 2024
- Design: July – September 2024
- Permitting: August – October 2024
- Bidding: November 2024
- Award: December 2024
- Construction: February – April 2025
- Closeout/Record Drawings: May 2025

Fee

The estimated fee to perform the services as outlined above is \$168,800, broken down as follows:

Task 1. Site Survey and Basis of Design	\$36,200
Task 2. Preliminary & Final Design	\$54,800



Mr. James A. Wieprecht
May 3, 2024
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Task 3. Bidding and Construction Services	\$63,600
<u>Task 4. Project Management</u>	<u>\$14,200</u>
Total:	\$168,800

Monthly invoices will be submitted with a description of the work performed for each task. Invoices will be prepared in accordance with the on-call contract and approved billing rate sheet. CDM Smith will add a 5% fee for costs incurred by subcontractors (i.e. for survey). Other direct costs (i.e. mileage, tolls, lodging, etc.) will be billed at their direct cost to CDM Smith with no additional fee.

The fee presented above shall not be exceeded except in the event of a written increase in the scope of work as described herein. CDM Smith will invoice for only the quantity of work performed.

We look forward to the opportunity to serve you in this role and assist with completion of this project. If you have questions or need any clarification, please contact me at 215-239-6522.

If acceptable, please sign below and return one copy to my attention.

Sincerely,

Approved:

John O. Hammell, P.E.
Client Service Leader
CDM Smith Inc.

City Manager
City of Taneytown



EXHIBIT A
TERMS AND CONDITIONS
TO THE AGREEMENT BETWEEN
CDM Smith Inc. (CDM Smith)
AND City of Taneytown, MD (CLIENT)

1. *Authorization to Proceed* - Execution of this AGREEMENT by the CLIENT and CDM Smith will be authorization for CDM Smith to proceed with the work, unless otherwise provided for in this AGREEMENT. Use of Purchase Order to authorize work will not alter the terms of this AGREEMENT.

2. *Use of Documents* - The CLIENT agrees that CDM Smith's services are on behalf of, and for the exclusive use of, the CLIENT for this Project and that all documents furnished to the CLIENT are instruments of service and shall be utilized solely for this Project. Any reuse without written verification or adaptation by CDM for other than the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to CDM Smith or CDM Smith's independent consultants from, all claims, damages, losses and expenses including all attorney's fees arising from such reuse.

3. *Limitation of Liability* - Notwithstanding any provision to the contrary contained in this AGREEMENT, CDM Smith's total liability for any and all injuries, claims, losses, expenses or damages whatsoever from any cause or causes, including but not limited to CDM Smith's negligence, errors, omissions, strict liability or breach of contract, or breach of warranty, shall not exceed the total amount of \$50,000.

4. *Consequential Damages* - Notwithstanding any language to the contrary contained in this AGREEMENT, neither party shall be liable to the other for lost profits or any consequential, special, or indirect damages in any way arising out of this AGREEMENT however caused under a claim of any type or nature based on any theory of liability (including but not limited to contract, tort, or warranty) even if the possibility of such damages has been communicated.

5. *Independent Contractor* - CDM Smith is an independent contractor and is responsible for the means and methods used in performing its services under this AGREEMENT.

6. *Standard of Care* - The standard of care applicable to CDM Smith services will be the degree of skill and diligence normally employed by professional engineers or consultants performing similar services at the same time, in the same locale, and under similar circumstances. The CLIENT agrees that services provided will be rendered without any other warranty, expressed or implied.

7. *Payment to CDM Smith* - CDM Smith will submit monthly invoices for services rendered and expenses incurred. The invoices will be based upon CDM Smith's total services actually completed at the time of billing. The CLIENT shall make payment within thirty (30) days in response to CDM Smith's monthly invoice. Successive invoices may include interest charges of one and one-half percent (1-1/2%) per month on unpaid balances. CLIENT agrees to pay all charges including attorney's fees involved in collection of unpaid balances.

8. *Termination* - The obligation to provide further services under this AGREEMENT may be terminated by either party for cause in the event of failure by the other party to perform in accordance with the terms thereof. Such termination by either party requires seven (7) days' written notice. In the event of termination, CDM Smith shall be paid for services rendered to date of termination.

9. *Severability and Reformation* - Any provision of this AGREEMENT held to be void or unenforceable shall be deemed stricken. All remaining provisions shall continue to be valid and binding. The parties agree that this AGREEMENT may be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

MAYOR AND CITY COUNCIL

CHRISTOPHER G. MILLER
MAYOR

JAMES L. McCARRON
MAYOR PRO TEM

JAMES A. WIEPRECHT
CITY MANAGER

BARRI R. AVALLONE
TREASURER

CLARA KALMAN
CLERK



COUNCIL MEMBERS

JUDITH K. FULLER

DIANE A. FOSTER

ELIZABETH W. CHANEY

CHRISTOPHER R. TILLMAN

Notice of Closed Session May 13, 2024 following the 7:30 PM Mayor and Council Meeting

Closed Session: pursuant to § 3 – 305 (b) (7) of the General Provisions Article of the Maryland Annotated Code, to consult with counsel to obtain legal advice and § 3 – 305 (b) (1) (i) (ii) to discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of an appointee, employee, or official over whom it has jurisdiction; or any other personnel matter that affects one or more specific individuals.

The Mayor and City Council will NOT reconvene in public session after the discussion.