



THE CITY OF FROSTBURG

Mayor and Council Work Session Agenda

Tuesday, December 10, 2024 at 4:00 PM

Frostburg Municipal Center Meeting Room 100
37 S. Broadway, Frostburg, MD 21532

Mayor Todd J. Logsdon

Donald L. Carter, Jr., Commissioner of Finance

Nina Forsythe, Commissioner of Water, Parks and Recreation

Kevin G. Grove, Commissioner of Public Safety

Adam Ritchey, Commissioner of Public Works

1. Call to Order

2. Roll Call

3. Council Meeting Topics

- A.** Special Garbage and Yard Waste Collection Notice
- B.** Contract for State Lobbying Services: Percy Public Affairs
- C.** Salt Storage Building Change Orders 1, 2, & 3- Lashley Construction
- D.** Roundabout Final Design Contract - Brudis
- E.** Update to Overtime Meal Reimbursement Policy
- F.** Employee Handbook: Overtime, Comp Time, and Vacation Policy for January 1, 2025
- G.** PFAS Litigation Attorney

4. Other Discussion Items

- A.** Rental Housing Program - Proposed Updates and Timeline
- B.** Commercial Property Rehab Tax Credit
- C.** City Employee Year-End Bonus

5. Special Presentation: Student Research on Litter in Frostburg

6. Adjourn to Closed Session

- A.** Under the Annotated Code of Maryland General Provisions Article § 3-305(b) (1), a closed session may be held "To discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of an appointee, employee, or official over whom this public body has jurisdiction; or any other personnel matter that affects one or more specific individuals; ". A closed session is needed to discuss the terms of an employment contract with the Mayor and City Council.



CITY OF FROSTBURG

Adam Ritchey

Commissioner of Public Works

DRAFT: Garbage and Special Collections for 2025

Christmas Tree Curbside Collections

The City will provide curbside collection of **clean** Christmas Trees on Monday, January 6, 2024 and Monday, January 13, 2023.

Regular Garbage Collection

For collection dates falling on these Holidays:

New Years Day – Wednesday, January 1 garbage will be collected on Friday, January 3.

Juneteenth – Thursday, June 19 garbage will be collected on Friday, June 20.

Veterans Day - Tuesday, November 11 garbage will be collected on Monday, November 10.

Thanksgiving - Thursday, November 28 garbage will be collected on Monday, December 1.

Christmas Eve – Wednesday, December 24 garbage will be collected on Monday, December 22.

Christmas Day – Thursday, December 25 garbage will be collected on Friday, December 26.

Yard Waste Collection

Second Monday of each month beginning on April 14 through September 8

Monday, October 6 and Monday, October 20

Monday, November 3 and Monday, November 17

Residents are reminded that yard waste must be set out on the curbside in either biodegradable paper yard waste bags or reusable cans.

Bulk Clean Up

Annual Bulk Pickup will be held on Tuesday, May 20, Wednesday, May 21, and Thursday, May 22 (Note this is the week prior to Memorial Day). Collections will be on the same day as normal garbage collections. The Bulk Pickup is provided for **only City residential garbage customers**. Commercial or dumpster customers are not eligible.

The Street Department will **NOT PICK UP** appliances with Freon-based refrigerants, tires, batteries, televisions or computer monitors with “picture tubes”, paint or other chemicals or hazardous materials.

Notes:

1. Collections subject to weather conditions or unrelated emergencies.
2. All approved requirements apply for each type of waste.
3. Special Pick Ups can be arranged for a pre-paid fee of \$50.

For More Information Call City Hall at 301-689-6000 or the Street Department at 301-689-6111.



Via Email – tlogsdon@frostburgcity.org

The Honorable Todd Logsdon

City of Frostburg

37 S. Broadway

Frostburg, Maryland 21532

November 20, 2024

RE: ***Contract Renewal of Government Relations Representation – Contract Year 2025***

Dear Mayor Logsdon:

Once again, Percy Public Affairs, LLC, is honored for the opportunity to continue our representation for the City of Frostburg, in Annapolis. During the 2024 legislative session, we worked closely with you and your staff on several priorities, most notably the water issue between Frostburg and the Town of Lonaconing. During the interim, we continued our commitment to continuing ongoing discussions with the Governor's Office, MDE, and the Allegany Co. Delegation, to find a reasonable short and long-term resolution.

We firmly believe in the long-standing relationships that we have cultivated within the Executive Branch, the members and staff of the Maryland General Assembly, higher- education, and local elected officials and representatives establish an ongoing link between our team and the City of Frostburg.

We humbly submit this proposal for lobbying services to support your priorities during the 2025 calendar year.

Should you or the city council have any questions or concerns, I will be your primary point of contact moving forward. Please don't hesitate to contact me at any time at rich@percypublicaffairs.com or my cell at 410-279-7684.

Thank you for your consideration and PPA is looking forward to continuing our partnership with the City of Frostburg.

Sincerely,

Richard J. Reinhardt, II, J.D.

Partner

Client Engagement

This Client Engagement Agreement (“Agreement”) formalizes the relationship between Percy Public Affairs LLC (PPA), having an address at 163 Waterfront Street, Suite 440, National Harbor, Maryland 20745 and the City of Frostburg, having an address at 37 S. Broadway, Frostburg, MD 21532 (“Client”). PPA and Client may also be referred to herein as a “Party” or collectively as “Parties.”

The Client hereby engages PPA to provide lobbying and government relations services with the State of Maryland.

1. Terms and Definitions

This Agreement is effective as of December 31, 2024 (the “Effective Date”) and continues through December 31, 2025 (the “Term”) or until either party terminates this relationship pursuant to Section 5 herein.

PPA Primary Point of Contact:

Name: Richard Reinhardt

Email: rich@percypublicaffairs.com

Phone: 410-279-7684 (work cell)

Address: 163 Waterfront Street, Suite 440, National Harbor, Maryland 20745

Client Primary Point of Contact:

Name: Elizabeth Stahlman

Position: City Administrator

Email: estahlman@frostburgcity.org

Phone: 301-697-6149

Address: 37 S. Broadway, Frostburg, MD 21532

Client agrees to pay PPA monthly installments of **ONE THOUSAND SEVEN HUNDRED-FIFTY DOLLARS (\$1,750.00)** (the “Fee”) each with no interest, according to the terms set forth in Section 4 herein.

2. Client Goals

Within one (1) week of the Effective Date, PPA and Client shall meet in person or via video or phone conference to discuss Client’s goals and engage in collaborative strategic planning. PPA and Client will discuss at this goal-setting meeting the goals and tactics that will be used to attain those goals together.

PPA understands that some matters discussed during the annual goal-setting meeting or otherwise disclosed by Client may include Client trade secrets and other proprietary information which Client prefers to keep confidential. It is Client’s sole responsibility to inform PPA if specific information discussed is to remain strictly confidential between Client and PPA. That information will be marked “Trade Secret” in PPA internal files to ensure all PPA employees keep these matters strictly confidential.

PPA will create a written annual strategic plan following the goal-setting meeting (the “Strategic Plan”). Client is encouraged to review the Strategic Plan carefully and provide feedback as soon as

possible and from time to time if Client desires to make any changes therein. PPA will use the Strategic Plan to guide its advocacy on behalf of Client.

3. General Scope of Work

Ethics

Upon Client's signature of this Agreement, PPA will timely enroll its employed lobbyists, as required by law, as registered lobbyists for Client with the Maryland State Ethics Commission and other local governments' ethics registration authorities, as necessary and appropriate. Registration is effective for the lobbying year, which for the State of Maryland, begins on November 1 of each year and terminates on October 31 of the following year (the "State Lobbying Year").

If the Client - PPA relationship begins mid-State Lobbying Year, the registration will be effective for the remainder of the State Lobbying Year. If said relationship begins in the middle of any applicable local government registration term, the registration will remain effective for the remainder of that term. PPA will re-register members of its team for each State Lobbying Year and applicable local government lobbying term during the term of this Agreement on behalf of Client.

If Client or PPA discontinues this relationship, the registration(s) will remain active with the Maryland State Ethics Commission until the end of the State Lobbying Year or other applicable term unless Client expressly requests in writing their active termination.

The Maryland State Ethics Commission charges a fee of \$103 per lobbyist registration per client per year. Client will see this charge reflected on its billing invoice upon execution of this Agreement and in October of each year. Client retains all responsibility and liability for any and all applicable registrations required for all other employees and agents not employed by PPA. PPA prides itself on exceptional ethical standards and strictly complies with state and local regulations.

The Maryland State Ethics Commission requires Activity Reports for each registered lobbyist twice per lobbying year- due May 31 and November 30. PPA will be responsible for timely filing each of these Activity Reports for any and all of its employees registered for Client.

The Maryland State Ethics Commission requires Special Event Reports to be filed following any legislative meal or reception event. PPA will be responsible for timely filing any Special Activity report warranted by PPA's advocacy efforts on behalf of Client.

Communication

Clear, open, frequent and candid communication is the key to any healthy relationship, including the one between Client and PPA. PPA will schedule regular status updates with Client, generally for up to one (1) hour every week by phone or video conference. At a minimum, primary points of contact for PPA shall attend these, with other representatives of PPA participating as necessary.

Email and phone communication are encouraged between Client and PPA between status updates and as often as appropriate. PPA will make every effort to respond to any Client communication within twenty-four (24) hours.

If Client or Client's employees or agents interact with government officials independently of PPA, then PPA respectfully requests that Client communicate with PPA about those interactions, even if they are

in a personal capacity outside of their official work or unrelated to the goals Client is working on with PPA, to maximize PPA's ability to represent Client.

Scope of Engagement

The following is a short list of specific legislative and executive branch advocacy that will continue for Client during our next year of representation:

- *Advocating before the Maryland General Assembly concerning the interests of the Client;*
- *Educating the new Administration and his staff, the Executive Branch, and members of the Maryland General Assembly of Client's legislative agenda and priorities and advancing them during 2025 interim session;*
- *Cultivating new relations between the Client and members of the Maryland General Assembly and strengthening existing relations to create long-term and sustainable support and legislative "champions" to advance the Client's priorities and strategic plan for future years; and*
- *Other matters agreed to by the Client and PPA (collectively, the "Scope of Engagement") including other matters that may arise through the course of business in the general assembly.*

Services

During the Term, PPA will provide the following services ("Services") to the Client related to the Scope of Engagement:

- *Meet with key stakeholders, including House and Senate leadership, respective committee members, executive branch officials, and other legislators of importance to advance the Client's legislative agenda;*
- *Attend relevant meetings and/or hearings either with representatives of the Client or on behalf of the Client;*
- *Conduct ongoing review and tracking of all proposed legislation for the 2025 Legislative Session, and provide real-time updates on developments pertinent to the Scope of Engagement as well as conduct regularly scheduled check-ins;*
- *Schedule specific meetings with the Legislative District representatives and the Western Maryland Delegations regarding the Client's priorities and seek their support;*
- *Provide the Client with major updates each quarter of the interim to discuss the work plan, deliverables and accomplished milestones;*
- *Provide strategic and political advice when requested and within the law related to campaign activities, elections, fundraising requests, and related matters; and*
- *Ethics compliance filings as required.*

Political Contributions

Political contributions are a part of lobbying. PPA lobbyists contribute personally to legislators with whom they have personal and professional relationships. Maryland law prohibits lobbyists from soliciting political contributions from clients or advising clients about political contributions unless the client requests such information.

If Client desires advice about whether making political contributions would be beneficial to building relationships with key legislators, it should send that request to rich@percypublicaffairs.com and PPA will advise in writing.

4. Fee and Payment

Client understands that the nature of government affairs work is cyclical, with workload varying from week to week and month to month. PPA's Fee is not based on an hourly rate or tied to any one member of the team or another, as client success is not based on a set number of hours worked. PPA will always employ its best efforts to achieve Client's goals.

PPA shall invoice Client monthly for PPA services. Invoices are sent on the first day of the invoice month. Payment is due upon receipt of invoice. Maryland law forbids contingency fees in lobbying and government affairs work. PPA is unable to contract for or accept any payment based upon any outcome.

5. Termination

Either party may terminate this relationship at any time and for any reason with thirty (30) days' prior written notice to the other party. Notice should be made in writing and sent to rich@percypublicaffairs.com with the subject line: "Termination of Relationship."

PPA internal files will not be transferred to Client. They will be retained for a period of years pursuant to state law and statute of limitations rules and thereafter destroyed by shredding or certified secure document destruction.

6. Law & Venue

Client and PPA agree that any dispute between them shall be resolved according to Maryland law through the Maryland court system.

7. Severability

If any section of this Agreement is found to be void or unenforceable, the remainder of the Agreement shall stand unimpeded.

8. Entirety

This Agreement represents the full agreement between PPA and Client. There are no oral agreements, other writings, or implied understandings between PPA, Client, or employees or agents of either PPA or Client relating to PPA's representation of Client for lobbying or government relations purposes.

9. Counterparts

Client and PPA may execute this Agreement in counterparts, sending the signed copy to the other party by email or U.S. Mail. This Agreement is effective as of the date set forth herein.

####

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date and year first above written.

PERCY PUBLIC AFFAIRS, LLC

By: *Richard J. Reinhardt, II*
Richard J. Reinhardt, II, Partner

Date: 11/20/2024

THE CITY OF FROSTBURG

By: _____
Todd Logsdon, Mayor

Date: _____

Lashley Construction Co., Inc.

PROPOSED CHANGE ORDER

Section 3, Item C.

16505 Lashley Dr, SW
Frostburg, Md 21532

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

TITLE: Add Alternate

DATE: 5/31/2024

PROJECT: Road Salt Enclosure Replacement

CONTRACT:

TO: City of Frostburg
37 Broadway
Frostburg, MD 21532

ATTN: Hayden Lindsey

DESCRIPTION OF PROPOSAL

Add Alternate

Total: **\$162,000.00**

The contract time will be increased 60 calender days

APPROVAL:

Lashley Construction Co., Inc.

City of Frostburg

By: 

By: _____

Gary Imes

Date: 5/31/24

Date: _____

Lashley Construction Co., Inc.

PROPOSED CHANGE ORDER

Section 3, Item C.

16505 Lashley Dr, SW
Frostburg, Md 21532

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

TITLE: Unsuitable Material
PROJECT: Road Salt Enclosure Replacement
TO: City of Frostburg
37 Broadway
Frostburg, MD 21532
ATTN: Hayden Lindsey

DATE: 11/22/2024

CONTRACT:

DESCRIPTION OF PROPOSAL

Remove unsuitable material to a depth of 2ft and haul off site, replace with stabilization fabric, rip rap, and #57 stone topping to subgrade

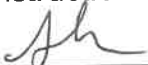
Labor & Equipment	\$19,038.00
GC 15% P&Ohd	2,855.00

Total: **\$21,893.00**

The contract time will be increased 14 calendar days

APPROVAL:

Lashley Construction Co., Inc.

By: 
Gary Imes

Date: 11/22/2024

City of Frostburg

By: _____

Date: _____

Lashley Construction Co., Inc.

PROPOSED CHANGE ORDER

Section 3, Item C.

16505 Lashley Dr, SW
Frostburg, Md 21532

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

TITLE: Add fixture

DATE: 11/22/2024

PROJECT: Road Salt Enclosure Replacement

CONTRACT:

TO: City of Frostburg
37 Broadway
Frostburg, MD 21532

ATTN: Hayden Lindsey

DESCRIPTION OF PROPOSAL

Add (2) fixtures, one to each bay

Stevens Electrical	\$1,329.00
GC 15% P&Ohd	199.00

Total: \$1,528.00

The contract time will be increased _____ calender days

APPROVAL:

Lashley Construction Co., Inc.

City of Frostburg

By: 
Gary Imes

By: _____

Date: 11/22/24

Date: _____

November 25, 2024

Mr. Hayden Lindsey
Director of Public Works
37 S Broadway Street, Frostburg, MD 21532

Subject: MD 736 Roundabout Project Final Design

Dear Mr. Hayden:

Brudis & Associates, Inc. (BAI) is pleased to submit this proposal to provide professional engineering design services for MD 736 (Braddock Road) and Park Avenue Roundabout and associated improvements in Frostburg, Maryland.

Please refer to our Scope of Work Plan (Attachment A), Man-Hour Estimate (Attachment B), and Cost and Price Summary (Attachment C) for detailed information regarding this proposal.

The total proposed fee to perform these services is **\$ 108,621.05** with **\$ 87,250.11** allocated to BAI and **\$ 21,370.94** to CV, Inc.

Should you have any questions, or require any additional information, please do not hesitate to contact me or Ray Dagher, at 410-884-3607. We look forward to working with the City of Frostburg on this project.

Very truly yours,
BRUDIS & ASSOCIATES, INC.



Habeeb Mohammed, P.E.
Senior Project Manager

cc: Ray Dagher, P.E., Operations Manager, Primary Liaison
Puskar Kar, P.E., PTOE, Transportation Director, Secondary Liaison

P:\24-008 District 6 Survey and Engineering (BCS 2023-01C)\Task_ MD 736 Roundabout\Correspondence\Proposals\Drafts\11-25-24

ATTACHMENT A – SCOPE OF SERVICES

Purpose/Overview:

This Task aims to provide professional transportation engineering design services to advance the project to the Final Review and Advertisement. Listed below are the activities of BAI and its sub-consultant CV, Inc.:

PHASE A: FINAL DESIGN PHASE (FINAL REVIEW MILESTONE TO PS&E)

Subtask 1 – Project Coordination Activities

- a. BAI will coordinate, manage, and provide oversight of our sub-consultant, CV Inc., to resurvey the existing trees and additional utility test holes. Please refer to CV's proposal. BAI will provide mark-up plans and target data tables (station, offsets, latitude, longitude) for the utility test hole request. We will also review CV's submittals for accuracy and completeness.

Subtask 2 – Highway Design Activities

The following items will be completed for the Final Review & PS&E milestone submittal:

- a. **Roundabout Design Approval.** Roundabout is considered a form of Traffic Control, and the design of such on a State Highway must be reviewed and approved by SHA. BAI will provide the MicroStation DGN files for the design linework and coordinate with the SHA Office of Traffic & Safety - Traffic Development & Safety Division to review the roundabout design and approval.
- b. **Pedestrian Maintenance of Traffic** – In compliance with the Maryland Manual on Uniform Traffic Control Devices for Streets and Highways, 2011 edition, BAI will prepare detailed pedestrian maintenance of traffic plans. The pedestrian traffic must be maintained throughout construction to retain ADA access to the University of Maryland Frostburg campus. The pedestrian maintenance of traffic may involve developing pedestrian detour plans and the design of temporary ADA-accessible sidewalks and curb ramps. These design elements were not included in the Semi Final Design milestone plans. They were inadvertently missed from the scope of work of the original February 2020 project task proposal submitted to SHA.
- c. **Utility Coordination** - BAI will coordinate with public utility owners, including impacts on the City of Frostburg, Verizon, and Potomac Edison. BAI will review and update the previously prepared utility conflict matrix. This will involve preparing and submitting color-coded utility plans and cross sections with the utility owners, attending meetings with the utility owners, design revisions to minimize utility impacts, and developing a project schedule based on inputs from the utility owners on the timeframes for relocation design and construction. BAI will also seek input from the utility owners regarding utility relocation costs and assemble the third-party (non-city) reimbursement estimates for these relocations.
- d. **FHWA/Appalachian Regional Commission Review** – BAI will submit the Final Review and PS&E milestone plans, itemized cost estimate, and specifications to the City of Frostburg for FHWA and ARC review. It is anticipated that one round of comments will be received, and BAI will need to address these comments, provide a point-by-point response, and then resubmit for concurrence.

Subtask 3 – Lighting Design Activities

BAI will complete the following items for the FR, PS&E milestone submittal:

- a. Address comments from the City of Frostburg on the final roundabout lighting plans, prepare construction details, and update the specifications and itemized cost estimates.

- b. Address all applicable Constructability Review design comments on lighting plans. Revise the plans, cost estimates, and special provisions, provide point-by-point comment responses, QA/QC Review, and complete the lighting PS&E package.

Subtask 4 – Drainage, SWM, and E&SC Design

The following items will be completed for the FR & PS&E milestone submittal:

- a. Based on initial Allegany SCD submittal comments, BAI will revise the plans, cost estimates, special provisions, and SWM report and provide point-by-point comment responses. Although addressing Allegany SCD submittal comments was part of the original February 2020 task proposal submitted to SHA, BAI did not receive any previous comments from the SCD and has already advanced the drainage, SWM, and ESC design to the final design stages. The comments received from the SCD were minimal. However, it will impact the ESC plans and require BAI to provide a point-by-point response.
- b. Review and prepare additional test hole requests to confirm elevations of utility crossings not completed during initial test pits.
- c. Constructability review of SWM design and revisions to plans, reports, profiles, and details as needed. The review will include a compliance check of FHWA requirements associated with SWM, ESC, and drainage design for anticipated federal review.
- d. Revise drainage layout revisions to minimize utility relocation requirements based on available test pit information. Horizontal and vertical alignment revisions will be assessed in coordination with hydraulic requirements.
- e. Coordination and meetings with City/County reviewers as required.
- f. FHWA Reviews - BAI will submit the final package to the City for final approval. Due to ARC funding associated with this task, reviews by FHWA are anticipated. Two rounds of submittals (one round of comments) are anticipated for final approval of drainage and SWM design based on federal review. Major revisions to SWM, ESC, and drainage design are not anticipated.
- g. NOI application: BAI will prepare and submit NOI application to MDE as required for statewide discharge permit under the latest 20-CP requirements effective April 1, 2023.
- h. Per latest coordination, BAI will remove all Filterra SWM facilities from all design plans, report, details, cost estimate, etc. The removal of associated SWM treatment provided by these facilities will result in shortfall of IAT and ESDv/CPv. Due to the limited available right-of-way, urbanized corridor, and advanced milestone phase, providing additional SWM facilities to compensate for lost treatment is not feasible. Thus, design of any additional SWM facilities and associated supplemental survey/geotechnical needs are not anticipated or included within this scope of work. Design services for any additional SWM facilities will be included in a future task modification if required. BAI will coordinate with the City of Frostburg to provide any required waiver or variance requests for SWM shortfalls.

Subtask 5 – Modular Wall Design

The following items will be completed for the Final Review & PS&E milestone submittal:

- a. Verify and update the retaining wall plans to comply with current design codes.
- b. Based on comments from City and SHA reviews, BAI will revise the plans, details, and special provisions and provide point-by-point comment responses.
- c. Update the cost estimate for structural work items to current costs.

Items Not Provided Under This Scope of Services

- Right-of-way services such as appraisal, acquisition, and public involvement activities
- Traffic analysis and Signal Design
- Construction Management and Construction Inspection Services
- Pavement design recommendations (to be completed by the City of Frostburg)
- NEPA documentation
- Baseline stakeout
- Phase V Services
- Public Involvement Services - Property Owners, Taskforce Meetings renderings, attendance or minutes
- Noise Analysis
- Design of light pole foundations
- Reviews by SHA HHD or PRD related to SWM, drainage, and ESC design.
- Design of any additional SWM facilities.

Anticipated Schedule

- Final Review (90%) 12 weeks from NTP
- PS&E (100%) 8 weeks from Final Review
- Advertise 8 weeks from PS&E

**ATTACHMENT B
MANHOOR ESTIMATE**

Section 3, Item D.

City of Frostburg
ESTIMATE OF HOURS
DESCRIPTION OF WORK ACTIONS
TASK NAME: **MD 736 Roundabout**
TASK NUMBER: **1**

Subtask	Task Description	Project Manager	Highway/Traffic/Structural Engineer	Hydrologic/Hydraulic Engineer	Transportation Engineer/Designer	CADD/Draftsman	Total
1	Project Coordination Activities						
a.	Project Coordination Activities	16	16				32
	Total Subtask 1	16	16	0	0	0	32
2	Highway Design Activities						
a.	Roundabout Design Approval.	2	4		6	8	20
b.	Pedestrian Maintenance of Traffic	2	6		12	16	36
c.	Utility Coordination	2	6		6	4	18
d.	FHWA/Appalachian Regional Commission Review	6	16		16	20	58
	Total Subtask 2	12	32	0	40	48	132
3	Lighting Design Activities						
a.	Address comments from the City of Frostburg	4	14		12	12	42
b.	Address all Constructability Review design comments	6	16		20	6	48
	Total Subtask 3	10	30	0	32	18	90
4	Drainage, SWM, and E&SC Design						
a.	Address Allegany SCD Comments	2		10	6	6	24
b.	Review and prepare additional test hole requests	2		6	4		12
c.	Address Constructability review comments.	4		20	10	18	52
d.	Drainage layout revisions	2		12	20	12	46
e.	Coordination and meetings with City/County reviewers	2		12			14
f.	FHWA Review	4		20	24	12	60
g.	NOI application	2		6	6	10	24
h.	Removal of filterra SWM facilities	2		12		10	24
	Total Subtask 4	20	0	98	70	68	256
5	Modular Wall Design						
a.	Comply with current design codes	4	8			6	18
b.	Plan revisions to address SHA review comments	2	4			6	12
c.	Update cost estimate	2	2				4
	Total Subtask 5	8	14	0	0	12	34
TOTAL MAN-HOUR ESTIMATE		66	92	98	142	146	544

City of Frostburg

AVERAGE HOURLY RATE / ESTIMATE OF HOURS

TASK NAME: MD 736 Roundabout
 TASK NUMBER: 1

Bar Chart Review & Verification

Cost Derivation (Office)					
<u>Classification</u>	<u>Hours</u>	<u>Hourly/Rate</u>	<u>Total</u>		
Project Manager	66	@ \$87.30	=	\$	5,761.80
Highway/ Traffic/ Structural Engineer	92	@ \$79.61	=	\$	7,324.12
Hydrologic/ Hydraulic Engineer	98	@ \$60.96	=	\$	5,974.08
Transportation Engineer/ Designer	142	@ \$49.41	=	\$	7,016.22
CADD/ Draftsman	146	@ \$33.34	=	\$	4,867.64
SUBTOTAL	544		=	\$	30,943.86
		Average Hourly Rate	=	\$	56.88

**MARYLAND DEPARTMENT OF TRANSPORTATION
COST AND PRICE SUMMARY - CONSULTANT SERVICES CONTRACT**

Administration City of Frostburg
Contract _____
FMIS No. TBD

Consultant Brudis & Associates, Inc.
Subcontractor CV, Inc.

Task Name MD 736 Roundabout

Task Number 1

Phase or Task Function or Total Summary (if applicable) _____

1. Direct Labor Office:	<u>544</u>	Man Hours	x	<u>\$56.88</u>	Average Hourly Rate	\$ <u>30,943.86</u>	
1a. Direct Labor Field:		Man Hours	x	<u>-</u>	Average Hourly Rate	\$ <u>-</u>	
2. Escalation Office:		% of Item 1				\$ <u>0.00</u>	
2a. Escalation Field:		% of Item 1				\$ <u>-</u>	
2b.					SUBTOTAL	\$ <u>30,943.86</u>	
3. Payroll Additives:		P.B.			% of item 1 & 2: Append Itemization	\$ <u>0.00</u>	
		O.H. Office	<u>159.88</u>		% of item 1 & 2: Append Itemization	\$ <u>49,473.04</u>	
		O.H. Field			% of item 1 & 2: Append Itemization	\$ <u>-</u>	
4. Total of Items 1, 2, and 3 above						\$ <u>80,416.90</u>	
5. Fixed Fee:		a. Dollar amounts to cover Profit and Other Profits				\$ <u>6,498.21</u>	
		b. Line 5a. Represents	<u>21</u>		% of Line 2a.		
6. Direct Expenses:		Append justification as necessary					
a. Local Travel	<u>500</u>	miles at	<u>0.67</u>	cents/mile		\$ <u>335.00</u>	
b. Long Distance Travel, if required						\$ _____	
c. Printing						\$ _____	
d. Other:						\$ _____	
e. Other: (Specify)		Postage/Shipping				\$ _____	
					TOTAL DIRECT COSTS	\$ <u>335.00</u>	
7. Subcontractor:		Separate Cost and price Summary for each form to be appended					
		<u>Name</u>					
a.	<u>CV Inc.</u>					\$ <u>21,370.94</u>	
b.						\$ _____	
c.						\$ _____	
					TOTAL SUBCONTRACTORS	\$ <u>21,370.94</u>	
8. Other:		(Specify)					
a.						\$ _____	
b.						\$ _____	
c.						\$ _____	
					TOTAL OTHER	\$ <u>0.00</u>	
9. Total Proposed Fee for this Task						\$ <u>108,621.05</u>	

10. Will your firm accept this Portion on a lump sum basis? Yes _____ No **X**
If yes, in what amount \$ _____

610 Professional Drive, Suite 108
Gaithersburg, Maryland 20879
Ph: (301) 637.2510
Fax: (240) 252.5612

November 22, 2024

Habeeb Mohammed, P.E.
Project Manager
Brudis & Associates, Inc.
9240 Rumsey Road, Suite C
Columbia, Maryland 21045

E: hmohammed@brudis.com
P: (410) 884-3607 ext. 225

Re: City of Frostburg - MD 736 Roundabout
Frostburg, Allegany County, Maryland

CV Job No. 20221139C.02

Dear Mr. Mohammed:

Pursuant to your request, we are pleased to submit our fee proposal to provide referenced services.

Project Understanding: BAI has been requested to provide additional survey of tree sizes and locations within the original survey limits and five additional test holes for the development of the intersection of East College Avenue and Center Street in the City of Frostburg in Allegany County, Maryland. CV, Inc. is a sub to BAI and is tasked with providing Survey and Testpitting services. Following is our project understanding and scope of work.

Field Surveys\Property Surveys

CV, Inc. will perform survey of existing trees (size and location) in case conditions have changed since the time of the original topographic field survey.

- CV will perform a topographic field survey—limited to tree diameter and locations—for the area highlighted on the attached map.
- The project will be tied to the NAD83\91 horizontal datum and tied vertically to NAVD88. CV will utilize the existing traverse points along MD736 from the previous survey performed by MDSHA.
- The field survey will be done in accordance with MDSHA CAD Standards, using the MDSHA survey feature table.
- The field files will be processed using MDSHA seed file in MicroStation V8i.
- CV will not identify existing trees and will only provide diameter and location.

Utility Testpits:

CV, Inc. will conduct test pits (Quality Level A) and provide test hole reports at up to 5 locations.

- A quantity of 5 test holes is assumed for this project (50% 6' deep max, 50% 8' deep max)
- Client will provide preliminary test hole locations to CV, Inc.
- Apply for digging permit(s) based on preliminary locations

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Mr. Habib Mohammed / Brudis & Associates, Inc.
November 22, 2024 / Page 2 of 5

- Client will provide finalized coordinates for test pits
- Stake out the prescribed locations in the field
- Submit Miss Utility tickets for all test hole locations and apply for utility and MOT permits
- Perform air-vac excavation to expose the target utility
- Test pits at intersection/crossing of multiple utilities will provide only the elevation and confirmation of the uppermost utility. The underlying utilities will require a separate hole to be excavated to ensure accuracy, and safety to the subject utility.
- Complete and provide individual utility test hole reports (TPR). Test hole locations will be surveyed and microstation file of the surveyed test hole locations will be provided.

Sincerely,
CV, INC.



Chinmay G Vyas, PE, CFM, LEED® AP
President

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Mr. Habeeb Mohammed / Brudis & Associates, Inc.
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Limit of Work for Tree Survey

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TASK DESCRIPTION	DETAILED SCOPE	Project Manager	Highway Engineer	Transportation Engineer / Designer	Land/Line Surveyor	Survey Party Chief	Survey Party Instrument Man	TOTAL
SURVEYING		1		4	1	10	10	26
Topographic Survey		1		4	1	10	10	26
	Tree sizes and locations	1		4	1	10	10	26
UTILITY INVESTIGATIONS		6	13	14		8	8	49
Test Pits		6	13	14		8	8	49
	Miss U Ticket & Coordination	1	2	4				7
	Test Pit Reports	1	3	10				14
	Permitting	4	8					12
	Survey Test Hole Locations & Elevations					8	8	16
TOTAL MAN-HOURS		7	13	18	1	18	18	75

MD 736 Roundabout

AVERAGE HOURLY RATES

CLASSIFICATION	AVERAGE HOURLY RATE	MAN-HOURS	EXTENSION
PROJECT MANAGER	\$85.00	X 7	= \$595.00
HIGHWAY ENGINEER	\$56.25	X 13	= \$731.25
TRANSPORTATION ENGINEER / DESIGNER	\$44.71	X 18	= \$804.78
LAND/LINE SURVEYOR	\$67.00	X 1	= \$67.00
SURVEY PARTY CHIEF	\$44.02	X 18	= \$792.36
SURVEY PARTY INSTRUMENT MAN	\$30.75	X 18	= \$553.50
TOTAL		75	\$3,543.89
Average Rate = \$47.252			

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Administration	City of Frostburg				Consultant	Brudis and Associates			
Contract					Subcontractor	CV, Inc.			
Task Name	MD 736 Roundabout				Task Number	Task 06			
Phase or Task Function or Total Summary (if applicable)									
1. Direct Labor Office:	75	Man Hours	x	\$47,252	Average Hourly Rate			\$	3,543.89
2. Escalation Office:	0	% of Item 1						\$	0
2b.								SUBTOTAL	\$ 3,543.89
3. Payroll Additives:		P.B.	154.21%		% of item 1 & 2: Append Itemization			\$	5,465.03
4. Total of Items 1, 2, and 3 above								\$	9,008.92
5. Fixed Fee:		a. Dollar amounts to cover Profit and Other Profits						\$	744.22
		b. Line 5a. Represents			21	% of Line 2b.			
								Total CV Labor Cost =	\$ 9,753.14
6. Direct Expenses:					Append justification as necessary				
a. Local Travel	840	miles at	0.670	\$/mile				562.80	
b. Long Distance Travel, if required			5 persons/2 nights					1,150	
c. Per diem			5 persons/2 days					630	
								TOTAL DIRECT COST	\$ 2,342.80
7. Subcontractor:					Separate Cost and price Summary for each form to be appended				
		Name							
a.									
								TOTAL SUBCONTRACTORS	\$ 0.00
8. Other:									
		Item	Units	Rate				Cost	
		Test Pits							
		Mobilization	1	850			\$	850	
		4.01 to 6.0 ft test pits	2	850			\$	1,700	
		6.01 to 8.0 ft test pits	3	1000			\$	3,000	
		Breaking through Asphalt Patch/Repair	5	85			\$	425	
		MOT for Test Pits	2	1650			\$	3,300	
								TOTAL OTHER	\$ 9,275
9. Total Proposed Fee for this Task								\$	21,370.94
10. Will your firm accept this Portion on a lump sum basis?					Yes			No	X
If yes, in what amount				\$					

CITY OF FROSTBURG

Meal Purchasing Policy for Overtime Work

December 2024 (Resolution 2024-##)

I. Purpose:

The purpose of this policy is to outline and provide direction for meal allowance for the City's field workers when emergency situations require employees of the Water, Street, and/or Parks and Recreation Departments to work longer than their typical 8-hr shift. Overtime shifts may be required to respond to winter storm conditions, water line breaks, sewer backups, facility emergencies, fires, and other events and activities directly related to government services. Generally, during overtime service, City employees are eligible for a meal allowance as follows.

II. Policy:

- A. The meal allowance for City employees is \$11.00 per meal.
- B. On weekends or non-work days, an employee who works at least 5 hours, but less than 8 hours is eligible for one meal allowance.
 - i. Example: An employee works from 6 am to 12 pm on a Saturday, which would entitle them to one meal allowance.
 - ii. Example: An employee works from 9 am to 12 pm on a Saturday. They are called back to work from 6 pm to 9 pm. The employee would be eligible for one meal allowance.
- C. On weekends or non-work days, an employee who works 8 hours or more is eligible for 2 meal allowances.
 - i. Example: An employee works from 6 am to 6 pm on Saturday. The employee would be eligible for 2 meal allowances.
- D. On a scheduled work day, an employee who works at least 3 hours longer than a normal 8-hour shift is eligible for one meal allowance.
 - i. Example: An employee who works a normal shift from 7 am to 3 on and then is held for overtime until 6:00 pm. The employee would be eligible for one meal allowance.
 - ii. Example: An employee works a normal shift from 7 am to 3 pm. The employee is called back to work from 6 to 9 pm. The employee would be eligible for one meal allowance.
- E. On a scheduled work day, an employee who works at least 6 hours longer than a normal 8-hour work day is eligible for 2 meal allowances.
 - i. Example: An employee is called into work early at 5 am, works their normal 7 to 3 pm shift, and then is called back to work from 6 to 10 pm. The employee would be entitled to 2 meal allowances.

ALLEGANY COUNTY, MARYLAND
A RESOLUTION OF THE CITY OF FROSTBURG
AUTHORIZING THE EXECUTION OF THE LEGAL SERVICES' AGREEMENT
RELATED TO AFFF/PFAS LITIGATION SERVICES

WHEREAS, the City of Frostburg (“the City”) is committed to delivering clean drinking water to its customers; and

WHEREAS, the City is also committed to identifying parties and taking reasonable steps to avoid passing on the costs to its consumers for the treatment and remediation of contamination; and

WHEREAS, STAG LIUZZA, L.L.C. has put together a team of uniquely qualified and experienced attorneys (the “Firm”) who have joined together to assist public entities facing the challenges posed by contamination with per- and polyfluoroalkyl substances (“PFAS”); and

WHEREAS, the Firm is comprised of experienced attorneys in both in PFAS litigation and in the representation of public entities and water suppliers in cases involving groundwater contamination; and

WHEREAS, the City has determined it to be in the City’s best interest to enter into the Agreement with the Firm and pursue any claims it may have related to PFAS; and

WHEREAS, the City desires to authorize the execution of the as Exhibit “A”; and

NOW THEREFORE BE IT RESOLVED that the [REDACTED] is hereby authorized to execute the Legal Services’ Agreement with the Firm based upon the terms and conditions set forth herein and, in a manner, substantially similar to the Agreement attached hereto as Exhibit “A.”

[NAME]
[TITLE]

**CONTRACT FOR LEGAL SERVICES
AFFF PFAS LITIGATION**

City of Frostburg, Maryland, represented by _____, (hereinafter the “Client”) hereby retains, STAG LIUZZA, L.L.C., (through attorney Michael Stag, LLC) (hereinafter the “Attorneys”) for the purpose of providing legal services related to the filing of a civil action and/or claims in the pending settlements for recovery of costs associated with damages to the public drinking water system and/or public wastewater system against Defendants who manufactured, marketed, distributed, and/or sold aqueous film-forming foam (“AFFF”), (hereinafter the “Client’s Claims”).

CLIENT DESIGNATES FOR COMMUNICATION PURPOSES THE FOLLOWING:

Water Department: _____
Name Telephone E-mail

Business Matters: _____
Name Telephone E-mail

Client acknowledges and understands that court ordered deadlines and documentation requirements exist for the pending DuPont and 3M settlements. Client agrees to provide the required documentation and assist in performing testing in a timely matter sufficient to allow Attorneys time to process and file the settlement claim within the court ordered deadlines. Any failure of Client to comply with the testing and documentation requirements of the settlement may result in forfeiture of the Client’s right to recover money from 3M and DuPont. Documentation requirements and deadlines may further apply to settlements currently pending court approval or approved in the future.

The Client specifically authorizes the Attorneys to undertake negotiations, file suit, file settlement claims, or institute legal proceedings necessary on the Client’s behalf. The Client further authorizes the Attorneys to retain and employ the services of any experts, as well as the services of other outside contractors, as the Attorneys deem necessary or expedient in representing the interests of the Client. The Client understands and authorizes Attorneys to share attorney fees with any legal counsel Attorneys choose to associate to assist with providing the legal services contracted herein.

Unless otherwise agreed in writing by Client and Attorneys, Attorneys will not provide legal services with respect to (a) defending any legal proceeding or claim against the Client commenced by any person unless such proceeding or claim is filed against the Client in the Action or (b) proceedings before any federal or state administrative or governmental agency, department, or board including, but not limited to, the United States Environmental Protection Agency. With Client’s permission, however, Attorneys may elect to appear at such administrative proceedings to protect Client’s rights. Client acknowledges that the Attorneys are not tax, regulatory, or bankruptcy legal experts. If Client wishes to retain Attorneys to provide any legal services not provided under this Agreement for additional compensation, a separate written agreement between Attorneys and Client will be required.

The Attorneys are not the attorneys for any officials, officers, agents, employees, attorneys, or consultants of the Client regarding this matter, and shall not become so unless the Attorneys specifically agree in the future in writing to undertake such representation. The Attorneys will confer, as needed, with such persons to perform the services specified in this Agreement, but no attorney-client relationship shall be created with such persons merely because the Attorneys work with and/or request or receive information from any such persons during their representation of the Client.

The Client has disclosed all potential adverse parties to the Attorneys, and neither the Attorneys nor the Client perceive any conflict of interest in the Attorneys undertaking this engagement on behalf of the Client. If either the Client or the Attorneys, during the course of the representation, receive information indicating that a potential conflict of interest may develop or exist, the Client and the Attorneys agree to bring such information to the immediate attention of the other, and the Attorneys shall proceed to take such steps as may be appropriate in the circumstances.

1. ATTORNEYS' FEES. As compensation for legal services, the Client agrees to pay the Attorneys for legal services rendered and to be rendered on account of the Client's Claims, the Client shall pay the Attorneys' fees (hereinafter "Attorneys' Fees"). The Attorneys' Fees shall be one-third (1/3) of the Gross Amount Recovered if the Client's Claims. These Attorneys' Fees shall all be calculated before the deduction of costs and expenses, as set forth in Section 2 herein. "Gross amount recovered" herein means principal, interest, penalties, punitive damages, treble damages, attorney's fees, and all other amounts recovered, including the value of any structured settlement, future payments, or other relief achieved, whether by settlement, judgment or otherwise. "Constituent claims" herein means any one or more claims of the Client constituting less than the entirety of the Client's Claims, including a partial settlement or judgment with less than all defendants. The Client agrees to pay all costs and expenses, as set forth in Section 2 herein, which, in the event of a successful recovery, shall be deducted from the Client's share of that recovery. The Client acknowledges that multiple lawsuits have been filed relating to the same subject matter as Client's Claims. The Client acknowledges that these suits, including any suit for the Client's Claims, might be removed to a federal court as part of multi-district litigation. Further, the Client acknowledges that the court governing the multi-district litigation might appoint committees of attorneys to litigate common issues of law and fact to facilitate the resolution of those lawsuits for common benefit of all claimants, including the Client. As a result, the Client might be obliged to pay from any Gross Amount Recovered a share of its recovery to satisfy an assessment of common benefit fees, costs, and expenses in an amount as determined by the court. Neither the Attorneys nor the Client shall have the right, without the written consent of the other, to settle, compromise, release, discontinue, or otherwise dispose of the Client's Claims.

2. COSTS AND EXPENSES. In addition to paying Attorneys' Fees, in the event of a successful recovery, the Client agrees to reimburse all costs and expenses, as set forth herein only in the event of a successful, sufficient recovery, shall be deducted from the Client's share of that recovery. Attorneys shall advance all litigation expenses on behalf of Client, and Client shall not be responsible for incurring or reimbursing costs of the litigation even if the amount of recovery is less than the costs incurred. Client shall only reimburse litigation costs or expenses in the event of a recovery by settlement or judgment. If no recovery is made, Attorneys shall bear all unreimbursed costs and expenses incurred, and client shall not be liable for any such costs or

expenses incurred by Attorneys. Further, if recovery is insufficient to fully reimburse litigation costs, Attorneys shall bear, and Client shall not be liable for, all costs in excess of the amount of recovery. Subject to the foregoing terms, the Client agrees to reimburse the Attorneys' litigation costs and expenses upon receipt of any settlement funds or collected judgment.

The Attorneys shall have the right and authority, without prior approval of the Client, to incur such litigation costs and expenses as may be necessary or advisable in furtherance of Client's Claims. Litigation costs and expenses may include (but are not limited to) the following: filing fees; deposition costs; expert witness fees; transcript costs; witness fees; subpoena costs; sheriff's and service of process fees; trial consultant fees; mock trial costs; shadow jury fees; mediation fees; court costs; trial exhibit costs; copy costs; photographic, electronic or digital evidence production or presentation; investigation fees; travel expenses; and any other case-specific expenses directly related to the representation undertaken. Additionally, the Client specifically authorizes the Attorneys to charge as recoverable costs such items such as: computer legal research charges (e.g. Westlaw and/or Lexis); long distance telephone expenses; postage charges; Federal Express, UPS, and other delivery service charges; internal photocopying at a rate of \$.30 per page; facsimile costs at a rate of \$.25 per page; and mileage and outside courier charges, all of which must be incurred solely for the purposes of the representation undertaken. Finally, the Client acknowledges that Client will not be charged costs and expenses for any overhead costs of the Attorneys' practice, including office rent; utility costs; charges for local telephone service; office supplies; fixed asset expenses; and ordinary secretarial and staff services.

3. NO GUARANTEE. The Client acknowledges that the Attorneys have made no promise or guarantee regarding the outcome of my legal matter. The Client acknowledges that the Client's Claims may be subject to defenses that could lead to dismissal before, at, or after trial, and no recovery. The Client further acknowledge that the Attorneys shall have the right to cancel this agreement and withdraw from this matter if, in the Attorneys' professional opinion, the matter does not have merit, the Client does not have a reasonably good possibility of recovery, the Client refuses to follow the recommendations of the Attorneys, the Client fails to abide by the terms of this agreement, the Client fails to provide requested information or to produce witnesses to appear for deposition or trial, if the Attorneys' continued representation would result in a violation of the Rules of Professional Conduct, or at any other time as permitted under the Rules of Professional Conduct. No guarantee or representation has been made to the Client as to what type or amount of recovery, if any, may be expected on the Client's Claims.

4. ELECTRONIC DATA COMMUNICATION AND STORAGE. In the interest of facilitating our services to the Client, the Attorneys may communicate by facsimile transmission, send data over the internet, store electronic data via computer software applications hosted remotely on the internet, or allow access to data through third-party vendors' secured portals or clouds. Electronic data that is confidential to the Client may be transmitted or stored using these methods. The Attorneys may use third-party service providers to store or transmit this data. In using these data communication and storage methods, the Attorneys employ measures designed to maintain data security. The Attorneys will use reasonable efforts to keep such communications and data access secure in accordance with the Attorneys' obligations under applicable laws and professional standards. The Attorneys also require all of the Attorneys' third-party vendors to do the same. However, the Client acknowledges that some information transmitted to the Attorneys

will be public records, and the Client has no expectation that public records will be confidential. Client acknowledges that the Attorneys have no control over the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by us or our third-party vendors, and the Client consents to our use of these electronic devices and applications and submission of confidential client information to third-party service providers during this engagement.

5. PRIVILEGE. The Client acknowledges that this contract is intended to and does hereby assign, transfer, set over, and deliver unto the Attorneys as its fee for representation of the Client in this matter an interest in the claim(s), the proceeds, or any recovery therefrom under the terms and conditions aforesaid, in accordance with the provisions any state law that applies to this contract.

6. MODIFICATION. It contains the entire and complete understanding between the parties and can only be modified by written amendment signed by all parties.

7. TERMINATION OF REPRESENTATION. The Client acknowledges that the Client has the right to terminate the representation upon written notice to that effect. The Client acknowledges that Client will be responsible for any fees or costs incurred prior to the discharge or termination, based on all the facts and circumstances, including the risk taken by the Attorneys in accepting Client's legal representation on a contingency fee basis. The Client agrees to cooperate with Attorneys and to comply with all reasonable requests of Attorneys. The Client warrants and represents to the Attorneys that all information the Client has provided to, or will in the future provide to, the Attorneys regarding the Client's Claim is true and correct to the best of the Client's knowledge, information, and belief. The Attorneys have the right to withdraw from this representation after giving reasonable notice. If the Attorneys resign, are discharged, or are disqualified or otherwise cease to serve as the Client's legal counsel prior to a settlement or final judgment, then the withdrawing, discharged, or disqualified Attorneys shall receive as compensation for services reasonable fees based on all of the facts and circumstances of its representation. At the conclusion of this matter, the Attorneys will retain the Client's legal files for a period of five (5) years after the Attorneys close their files. At the expiration of the five-year period, the Attorneys may destroy these files unless the Client notifies the Attorneys in writing that the Client wishes to take possession of the files. The Attorneys reserve the right to charge administrative fees and costs associated with retrieving, copying, and delivering such files.

8. ENTIRE AGREEMENT. The undersigned Client Representative has read this agreement, a copy of which he has received, in its entirety and he agrees to and understands the terms and conditions set forth herein. The Client acknowledges that there are no other terms or oral agreements existing between the Attorneys and the Client. This agreement may not be amended or modified in any way without the prior written consent of the Attorneys and the Client.

9. AUTHORITY. The Client acknowledges having been advised to and given the full opportunity to obtain independent representation in the making of this agreement and voluntarily entering into this agreement after such opportunity. The Client representative signing below represents that the Client enters into this agreement with proper authorization and approval under

state and local law, and that the Client representative is specifically authorized to execute this agreement.

EFFECT OF SIGNING

The Client understands that this is a binding legal document. The Client further understands that this Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Date

[SIGNER]

Date

**MICHAEL STAG, LLC FOR STAG LIUZZA,
L.L.C.**

Key Discussion Topics

Revamp Plan for the City of Frostburg Rental Housing Program

1. Program Evaluation & Assessment (January-February 2025)

Objective: Understand current challenges in greater detail, identify areas for improvement, and create a foundation for future changes.

Action Items:

- **Conduct an Audit:** Perform a full program audit to assess the current state of compliance, housing quality, and service delivery.
 - Focus on identifying unlicensed properties and understanding why owners are not complying.
 - Review the inspection process and identify bottlenecks or inefficiencies, such as inconsistent reporting or the reliance on third-party inspectors.
- **Collect Tenant & Landlord Feedback:** Hold structured feedback sessions (surveys, focus groups, or one-on-one meetings) with landlords, property managers, and tenants. This will help gather more qualitative insights on program challenges, such as understanding maintenance responsibilities, licensing concerns, or lead certification issues.

Key Metrics for Audit:

- Number of unlicensed units
 - Inspection compliance rates (e.g., property conditions)
 - Number of temporarily vacant units (1 year or less)
 - Number of permanently vacant units (1 year or more)
-

2. Streamline Operations with Technology (January-February-March 2025)

Objective: Improve efficiency, transparency, and user experience for both tenants and landlords while reducing administrative burden.

Staff Recommendations:

- **Switch to the Rental Housing Module in iWorQ:** Transition from the Licensing module to the full Rental Housing Module in iWorQ, ensuring that all aspects of the rental process, from licensing to inspection tracking, are integrated into one system.
- **Cost:** Additional \$1,500 per FY (pro-rated for FY25)
- **Current Expense:** \$11,700

- **Implementation Steps:**
 - Train staff and inspector(s) on the new module.
 - Ensure the system supports online payments, electronic submission of licensing renewals, and submission of inspection reports.
- **Introduce Online Payment & License Renewal Systems:**
 - Enable online payments for rental licenses via the iWorQ platform to enhance convenience for landlords and ensure faster processing.
 - Create an automated renewal system that sends reminders to landlords before their licenses expire, reducing non-compliance.
- **Centralize Inspection Reporting:** Bring inspections in-house by transitioning the part-time Code Enforcement Officer to be full time and conduct rental housing inspections after completing necessary training and obtaining the appropriate certifications. This will help improve consistency in reports and ensure that all inspection data is recorded digitally in iWorQ.

3. Rental Housing Ordinance Updates

Objective: Update the Rental Housing Ordinance to improve the program's effectiveness, strengthen compliance, and ensure the ordinance aligns with best practices and community needs.

Staff Recommendations:

- **Review and Update the Ordinance:**
 - Revise the existing Rental Housing Ordinance to address gaps and incorporate new policies that reflect current housing challenges and program goals.
 - Key updates may include stricter enforcement measures, clearer guidelines for rental property inspections, and updates related to lead certification compliance.
- **Review Process:**
 - **First Reading:** Present the proposed updates to the Mayor and Council for the first reading and initial discussion. The Council will review the changes, make recommendations, and potentially suggest modifications.
 - **Second Reading:** After reviewing any changes from the first reading, the Mayor and Council will conduct a second reading for approval. Any final adjustments or clarifications will be made during this phase.
 - The Ordinance will become effective **20 days after adoption**, allowing time for public notice and compliance preparations by landlords and tenants.
- **Public Engagement:**
 - Inform the public about the proposed updates through public meetings and outreach materials to ensure that landlords, tenants, and other stakeholders are aware of the upcoming changes and have an opportunity to provide feedback before the final approval.
- **Key Changes in the Ordinance:**
 - Introduce stricter penalties for landlords who fail to comply with registration or inspection requirements.

- Ensure all rental properties are held to consistent safety and maintenance standards, with stricter timelines for compliance.
- Update the lead certification requirements, ensuring alignment with state regulations and reinforcing the importance of tenant safety.
- Bring the rental housing inspector position in-house.

Timeline for Updates:

- **February 2025:** Review and finalize proposed ordinance updates.
 - **March 2025:** Present updates for first reading to the Mayor and Council.
 - **April 2025:** Present updates for second reading and adoption.
 - **May 2025:** Ordinance goes into effect 20 days after adoption.
 - [Please note that this timeline is flexible and can be adjusted, so long as the new regulations can legally be in effect no later than July 1, 2025.]
-

Phase II Goals & Opportunities:

Please note that all items listed below are optional and open for discussion. Staff is seeking guidance on which options the Mayor & Council wish us to pursue in FY26 and beyond. Items listed as "High Importance" will be prioritized.

1. Strengthen Program Compliance

Objective: Increase program compliance among landlords while improving the overall quality of rental housing in the City.

Opportunities:

- **Increase Licensing Enforcement:**
 - High Importance: Implement a more robust system for tracking and following up with landlords who fail to license their properties by the April 1 deadline.
 - Use the iWorQ platform's reporting capabilities to send automated reminders and track the status of each property.
 - Establish penalties for non-compliance, but also create an appeal mechanism for landlords who believe they are exempt (e.g., family members occupying units).
 - **Improve Housing Quality Inspections:**
 - High Importance: **Incorporate Consistent Inspection Standards:** Update Rental Housing Inspection Checklist to ensure consistency, particularly for issues like deferred maintenance and property upkeep.
 - **Enhance Code Enforcement Officer Training:** As the Code Enforcement Officer position expands to handling inspections, ensure that they are properly trained and certified in rental housing inspection standards and lead certification requirements.
-

2. Education & Outreach Campaign

Objective: Improve understanding of the program’s requirements and benefits, and encourage greater participation among landlords and tenants.

Opportunities:

- **Create Educational Materials:**
 - High Importance: Update existing materials and develop easy-to-understand resources (brochures, website content, FAQs) for landlords and tenants that outline their rights and responsibilities.
 - Focus on tenant education about property maintenance, including common responsibilities (e.g., cleaning, reporting maintenance issues) and how to protect their security deposit.
 - Inform landlords about the licensing process, how inspections work, and the benefits of complying with the program.
- **Host Workshops &/or Webinars:**
 - Offer in-person or virtual workshops for landlords to learn more about property maintenance, lead certification, and the inspection process. This can also be an opportunity to address any concerns or questions about the licensing process.
 - Host tenant workshops that cover their rights, maintenance responsibilities, and how to interact with landlords effectively.

3. Improve Housing Quality

Objective: Address the aging housing stock and ensure that properties are well-maintained, safe, and habitable for tenants.

Opportunities:

- **Incentivize Property Improvements:**
 - Work with landlords to encourage property upgrades. Consider offering small financial incentives or linking improvements to tax rebates.
 - Explore potential funding sources (e.g., state or federal grants) to provide low-interest loans or grants for property improvements, especially for landlords of aging rental properties.
- **Introduce Quality Standards:** Implement a tiered system for rental properties based on their quality. Landlords whose properties are deemed to be of higher quality (e.g., based on inspection results) could receive certain incentives or recognition.

- Properties that consistently fail inspections should be flagged for more frequent inspections and may face penalties or additional fees until improvements are made.

4. Develop a Performance Evaluation System

Objective: Measure the success of the program and make data-driven decisions to continuously improve.

Opportunities:

- **Define KPIs (Key Performance Indicators):** Establish key performance indicators to track the success of the revamped program.
 - **Compliance Rate:** Percentage of licensed properties vs. total rental properties.
 - **Inspection Compliance Rate:** Percentage of units that pass inspection on the first visit.
 - **Landlord Participation Rate:** Percentage of landlords who attend educational workshops or engage in outreach efforts.
- **Annual Program Reviews:** Set an annual review of the program's progress to evaluate KPIs, adjust strategies, and incorporate feedback from tenants and landlords.

5. Funding & Resource Mobilization

Objective: Secure additional resources and funding to support program improvements.

Opportunities:

- **Explore Grant Opportunities:** Research state and federal housing grants to support property improvement programs, tenant education, and housing quality enhancements.
 - Considerations: Grant program areas would need to be highly specific, and project criteria would need to be well defined.
- **Consider Fee Adjustments:** Evaluate whether slight adjustments to rental license fees could provide additional resources for program enhancements, such as offering discounts for early payment or larger fees for repeat non-compliance.
- **Partner with Local Organizations:** Collaborate with housing-focused nonprofits, local banks, and developers to explore funding or partnership opportunities aimed at improving housing stock or offering rental subsidies.

6. Staff Capacity Building

Objective: Ensure that your staff is well-equipped to handle the expanded scope and responsibilities of the revamped program.

Opportunities:

- **High Priority: Training for Existing Staff:** Provide additional training to the team, especially the Code Enforcement Officer, on topics such as rental housing inspection standards, lead certification tracking, and customer service in dealing with landlords and tenants.
 - **Role Definition:** As the part-time officer transitions into full-time housing inspections, clearly define their role, responsibilities, and expectations.
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Timeline & Phases

- **Phase 1 (0-6 months):** Program audit, staff training, iWorQ platform transition, Ordinance updates, educational materials creation, and outreach campaign launch.
- **Phase 2 (6-12 months):** Full implementation of in-house inspections, compliance enforcement, and online payment system. Begin tracking KPIs.
- **Phase 3 (12+ months):** Continuous improvement based on KPI results, expanded outreach, and development of property improvement incentives.