



AGENDA FOR THE TOWN MEETING
December 10, 2018
7:00 p.m.

PLEDGE TO THE FLAG

CALL TO ORDER

CONSENT AGENDA

- [Town Meeting Cancellations for 2019](#)
- [Joint Meetings Schedule for 2019](#)
- Town Meeting Minutes
 - [November 26, 2018 – Town Meeting](#)

Red Indicates – Action Item
Green Indicates – Ordinance Introduction
Blue Indicates – Discussion Item with Links

PERSONAL REQUESTS FOR AGENDA:

UNFINISHED BUSINESS:

- [Ordinance 18-10-01 – Microbreweries Text Amendment](#)
- [Ordinance 18-11-01 – Bed & Breakfast Text Amendment](#)
- [Wayfinding Signs](#)
- [MOU for Banner Display at Richland Golf – Tentative Design](#)

REPORT OF COMMITTEES:

Water/Sewer	Commissioner Falcinelli
Public Works	Commissioner Bussard
Sustainability	Commissioner Dietrick
Planning Commission Liaison	Commissioner Catania
Parks & Recreation	Commissioner Goodman
Public Information	Commissioner Falcinelli

NEW BUSINESS:

- Posting of Town Parking Lots – Not to Allow Storage of RV Equipment
- Mowing Contract Offer – Ruppert Landscaping
- Tree City USA Designation – Application
- Appointment of Temporary Alternate to the Planning Commission

PUBLIC COMMENTS:

ANNOUNCEMENTS:

- *Town Offices will be Closed:*
 - *Friday, December 21, 2018 at 11:30AM*
 - *Monday, December 24, 2018 – ALL DAY*
 - *Tuesday, December 25, 2018 – ALL DAY*

ADJOURNMENT



MEMORANDUM

DATE: November 28, 2018

TO: Burgess and Commissioners

FROM: Andrew J. Bowen, Town Administrator

SUBJECT: 2019 Town Meeting Cancellations

I have reviewed the 2019 Town Meeting calendar. Below are the following Town Meetings that will be cancelled:

- **May 27, 2019 – Town Meeting CANCELLED (*Memorial Day*)**
- **June 24, 2019 – Town Meeting CANCELLED (*MML Convention*)**
- **July 4, 2019 – Town Workshop CANCELLED (*July 4th*)**
- **December 23, 2019 – Town Meeting CANCELLED (*Christmas*)**

These meeting cancellations will be reflected on the Town's website calendar.



Middletown

MEMORANDUM

DATE: November 5, 2018

TO: Burgess and Commissioners, Planning Commission

CC: Andrew J. Bowen, Town Administrator

FROM: Cindy Unangst, Staff Planner

SUBJECT: 2019 Joint Meeting Workshop Dates

Attached are the dates for the Joint Meetings between the Town Board and Planning Commission for 2019:

Monday, January 7, 2019	6:30PM
Monday, May 6, 2019	6:30PM
Monday, August 5, 2019	6:30PM
Monday, October 7, 2019	6:30PM

These are the only months where there is a week between the town board workshop and the second Monday of the month.

If you should have any questions, please do not hesitate to contact Drew at 301.371.6171 or by e-mail at abowen@ci.middletown.md.us.

BURGESS AND COMMISSIONERS OF MIDDLETOWN MARYLAND

TOWN MEETING MINUTES

REGULAR MEETING

November 26, 2018

The second monthly meeting of the Burgess and Commissioners of Middletown was called to order on November 26, 2018, by Burgess John Miller at 7:00 p.m. in the Middletown Municipal Center, 31 W. Main Street, Middletown, Maryland. Present were: Commissioners Larry Bussard, Rick Dietrick, Jennifer Falcinelli, Tom Catania and Chris Goodman.

CONSENT AGENDA

*Town Meeting Minutes – November 1, 2018 – Town Workshop
November 12, 2018 – Town Meeting*

Commissioner Bussard motioned to accept this consent agenda as presented, seconded by Commissioner Goodman and passed unanimously.

PERSONAL REQUESTS FOR AGENDA:

Unfinished Business:

Street Name Approval for Memar Development – Burgess Miller stated that there was some miscommunication from the County regarding the approved street names for this development. The County would like any street name ending in Circle to be used in conjunction with either a public rotary, or when a street has a large loop with no through movement. Harvest View Circle does not meet either of those guideline conditions. The Planning Commission is recommending we change it to Harvest View Run. Commissioners Bussard and Falcinelli who were on the Committee to pick the street names don't really like Harvest View Run. Planning Commission member David Lake was present and stated the Planning Commission just picked Run out of the air.

After some discussion, motion by Commissioner Bussard to change Harvest View Circle to Harvest View Way, seconded by Commissioner Falcinelli. Motion carried 6-0.

Introduction of Ordinance 18-11-01 – Bed & Breakfast in R-1 Zoning District by Special Exception (First Reading) – Burgess Miller stated that this is the first reading of this. Burgess Miller stated this is basically an administrative clean up of the code. Burgess Miller stated that one section of the code allowed for bed & breakfast and another section did not allow so, we are cleaning up the code. Public hearing is scheduled for December 6, 2018 at 7pm.

Introduction of Ordinance 18-10-01 – Microbreweries (Second Reading) – Burgess Miller stated that this is the second reading of this Ordinance.

David Lake, 24 East Green Street – has a concern with the definition of "Microbrewery".

"Microbrewery" means a facility which is used for the production of no more than one thousand (1,000) barrels of beer annually and where such beverages are brewed either for consumption at an on-site tasting room or to be sold as packaged goods for off-site consumption or for wholesale distribution and which facility is properly licensed by the State of Maryland for such use and activity. Mr. Lake has a concern with the part "packaged goods". Mr. Lake stated that generally people bring in growlers to be filled and those growlers are usually a screw top, not sealed or considered package goods.

After some discussion the Board agreed to remove “as packaged goods”. Public Hearing will be held on December 6, 2018 at 7pm.

Wayfinding Signs – Burgess Miller presented the Commissioners with draft mock-ups of the proposed Wayfinding signs. Burgess Miller asked the Commissioners to review and bring any changes to the December 6, 2018 workshop.

Natelli Field – Drainage Update - The Johnson’s who live in the Glenbrook neighborhood came before the Burgess & Commissioners about some drainage issues on Natelli field. Burgess Miller stated that he had one of our engineers (JR Hawkins) go out and look at this field to see what we could do with the drainage problems. Mr. Hawkins inspected the field and he stated that we have had an over abundance of rain this year more than normal and the field is too wet at the current time. Mr. Hawkins recommends that we wait to late spring or early summer when hopefully the field is dried out to investigate solutions. Drew Bowen stated most of this field is in the flood plain. Commissioner Goodman stated that whatever crown that was on this field is gone. Commissioner Falcinelli asked if we could get grant money to make improvements? Burgess Miller stated that we could apply for grant money through Community Parks & Playgrounds (CP&P) Burgess Miller stated that with the extreme wet conditions that we’ve had this year he recommends waiting to late spring or early summer to revisit. The Board agreed. Staff is directed to send a letter to the Johnson’s informing them of the Town Board’s decision.

NEW BUSINESS:

Proposal for Walking Trail from Middletown Glen to High School – Burgess Miller presented the Commissioners with two (2) different proposed trails from the High School to Middletown Glen development. Burgess Miller stated that he, Drew and JR went out and looked at this one day when the kids were getting out of school and after watching the kids the shorter of the 2 proposed trails is how the kids walk. Burgess Miller stated that the developer of Middletown Glen will pay \$12,000 toward the proposed trail. Burgess Miller stated that the cost is approximately \$20,700. Burgess Miller suggested going to the FCPS with a proposal that the Town will pay half of the \$8,000 after the developer’s portion. Commissioner Falcinelli asked about going to the County and asking the to pay for this? Commissioner Falcinelli suggested meeting with County Executive Jan Gardner and County Councilman Jerry Donald to discuss this.

Commissioner Bussard stated that he has a problem with using tax payer money on property that the Town does not own, we would be setting a precedence.

Burgess Miller will talk to County Councilman Donald about having the County fund the remaining balance of this proposed walking trail and Burgess Miller will invite County Executive Jan Gardner and County Councilman Jerry Donald to either the December or January workshop to discuss.

MOU for Banner Display at Richland Golf Course - Burgess Miller stated that the Town approached the owners of Richland Golf Course about moving our banner poles from the North side of Alt. 40 to the South side at the intersection of Middletown Parkway on the Golf Course property. The owners of Richland Golf Course agreed to allow the Town to place the banner poles on their property. We have to work out the exact location and materials and cost. Burgess Miller stated the Bruce Carbaugh should have this information at either the December of January workshop.

PUBLIC COMMENT:

ANNOUNCEMENTS:

- *Christmas in the Valley – Saturday, December 1, 2018 from 4-8pm. in the Downtown on Main Street*

ADJOURNMENT

Meeting adjourned at 8:00pm.

Respectfully submitted,

Ann Griffin
Office Manager

ORDINANCE NO. 18-10-01

AN ORDINANCE TO AMEND TITLE 17, CHAPTER 17.04 TO ESTABLISH MICROBREWERIES AS A PERMITTED USE IN THE GC GENERAL COMMERCIAL AND TC TOWN COMMERCIAL ZONING DISTRICTS; TO PROVIDE A DEFINITION FOR THE TERM "MICROBREWERY"; TO AMEND SECTION 17.02.080 TO CLARIFY THE DATE BEFORE WHICH A STRUCTURE MUST BE IN EXISTENCE IN ORDER TO USE THE STRUCTURE FOR FABRICATION, LIGHT ASSEMBLY AND STORAGE.

SECTION I. BE IT ORDAINED AND ENACTED by the Burgess and Commissioners of Middletown that Title 17, Chapter 17.04, Section 17.04.030 of the Middletown Municipal Code be, and hereby is, amended as follows. The amendment shall add only the definition stated, and the remaining provisions and definitions of Section 17.04.030 shall remain unaltered. New language is designated by being in **BOLD CAPITAL LETTERS**:

TITLE 17 ZONING

Chapter 17.04 - ADOPTION, PURPOSE AND DEFINITIONS

17.04.030 - Definitions.

For the purpose of this title certain terms or words used in this chapter shall be interpreted as follows:

"MICROBREWERY" MEANS A FACILITY WHICH IS USED FOR THE PRODUCTION OF NO MORE THAN ONE THOUSAND (1,000) BARRELS OF BEER ANNUALLY AND WHERE SUCH BEVERAGES ARE BREWED EITHER FOR CONSUMPTION AT AN ON-SITE TASTING ROOM OR TO BE SOLD FOR OFF-SITE CONSUMPTION OR FOR WHOLESALE DISTRIBUTION AND WHICH FACILITY IS PROPERLY LICENSED BY THE STATE OF MARYLAND FOR SUCH USE AND ACTIVITY.

SECTION II. BE IT ORDAINED AND ENACTED by the Burgess and Commissioners of the Town of Middletown, Maryland that Title 17, Chapter 17.20, Sections 17.20.010 and 17.20.020 of the Middletown Municipal Code be, and hereby are amended as follows. New language is designated by being in **BOLD CAPITAL LETTERS**:

TITLE 17 ZONING

Chapter 17.20 – COMMERCIAL DISTRICTS

17.20.010 - TC town commercial district.

A. *{Unchanged}*

B. Uses Permitted in the Town Commercial District. No building or structure may be erected or used or occupied except for one or more of the following principal uses subject to site plan approval in accordance with Section 17.20.050 of this Code:

1. – 8. *{Unchanged}*

9. Light assembly and fabricating: clothing, draperies, curtains, furniture and cabinets, tool and die, bakery, electrical components, toys, books, **MICROBREWERIES**. (subject to Section 17.20.080);

10. – 16. *{Unchanged}*

C. *{Unchanged}*

17.20.020 - GC general commercial district.

A. *{Unchanged}*

B. Uses Permitted in the GC District. No building or structure may be erected or used and no land may be used or occupied except for one or more of the following principal uses:

1. – 10. *{Unchanged}*

11. Light assembly and fabricating: clothing, draperies, curtains, furniture and cabinets, tool and die, bakery, electrical components, toys, books, **MICROBREWERIES**. (subject to Section 17.20.080)

12. – 16. *{Unchanged}*

C. *{Unchanged}*

SECTION III. BE IT ORDAINED AND ENACTED by the Burgess and Commissioners of the Town of Middletown, Maryland that Title 17, Chapter 17.20, Section 17.20.080 of the Middletown Municipal Code be, and hereby is amended as follows. Language being deleted is designated by being ~~in brackets and stricken through.~~ New language is designated by being in **BOLD CAPITAL LETTERS**:

TITLE 17 ZONING

Chapter 17.20 – COMMERCIAL DISTRICTS

17.20.080 - Fabrication, light assembly and storage uses.

A. Fabrication, light assembly and storage uses are permitted in the town commercial and general commercial zoning districts only in structures existing, ~~{provided the following}~~ **SUBJECT TO THE FOLLOWING SUB-SECTIONS 1 AND 2.** ~~{New structures may be allowed only upon the grant of a special exception by the Middletown Board of Appeals.}~~

~~{A}~~ 1. A site plan is approved by the Middletown Planning Commission in accordance with Section 17.20.050;

~~{B}~~ 2. During the site plan process, an engineer's certificate may be required regarding noise, dust, vibration and odor for review. The certificate shall certify that the proposed operation will not increase the impacts from the above noise, dust, vibration and odor beyond other permitted uses detectable at the property line. Hours of operation may be restricted by the planning commission due to noise, light and pedestrian or vehicle traffic.

B. FABRICATION, LIGHT ASSEMBLY AND STORAGE USES IN THE TOWN COMMERCIAL AND GENERAL COMMERCIAL ZONING DISTRICTS ARE PERMITTED IN NEW STRUCTURES BUILT ONLY UPON THE GRANT OF A SPECIAL EXCEPTION BY THE MIDDLETOWN BOARD OF APPEALS.

SECTION IV. BE IT FURTHER ENACTED AND ORDAINED that this Ordinance shall take effect twenty (20) calendar days following its approval by the Burgess and Commissioners.

INTRODUCED ON THE _____ DAY OF _____, 2018

PASSED ON THE _____ DAY OF _____, 2018

EFFECTIVE DATE: _____, 2018

ATTEST:

**BURGESS AND COMMISSIONERS
OF MIDDLETOWN**

Andrew J. Bowen, Town Administrator

By: _____
John D. Miller, Burgess

ORDINANCE NO. 18-11-01

AN ORDINANCE TO AMEND TITLE 17, CHAPTER 17.16, SECTIONS 17.16.020 AND 17.16.030 OF THE MIDDLETOWN MUNICIPAL CODE TO AUTHORIZE THE USE OF PROPERTY AS A BED AND BREAKFAST IN THE R-1 ZONING DISTRICT BY SPECIAL EXCEPTION AUTHORIZED BY THE BOARD OF APPEALS; TO DELETE THE REFERENCE TO BED AND BREAKFAST BY SPECIAL EXCEPTION IN THE R-2 DISTRICT AS SUPERFLUOUS.

SECTION I. BE IT ORDAINED AND ENACTED by the Burgess and Commissioners of the Town of Middletown, Maryland that Title 17, Chapter 17.16, Sections 17.16.020 and 17.16.030 of the Middletown Municipal Code be, and hereby are amended as follows. Language being repealed and deleted is designated by being in ~~{brackets and stricken through}~~. New language is designated by being in **BOLD CAPITAL LETTERS OR NUMBERS**:

TITLE 17 ZONING

17.16.020 - R-1 district.

- A. *{Unchanged}*
- B. *{Unchanged}*
- C. Special Exception in the R-1 District. The board of appeals may authorize the following principal uses as special exceptions in accordance with the provisions of Section 17.44.060:
 - 1. Any special exception use in the R-20 district except active adult communities;
 - 2. Barber shops, beauty parlors;
 - 3. Professional office (physician, dentist, architect, engineer, attorney or similar profession).
 - 4. **BED AND BREAKFAST**

17.16.030 - R-2 medium residential district.

A. *{Unchanged}*

B. *{Unchanged}*

C. Special Exceptions in the R-2 District. The board of appeals may authorize the following principal uses as special exceptions in accordance with the provisions of Section 17.44.060:

1. Any special exception use in the R-1 district except active adult communities;

2. Convalescent or nursing home;

~~{3. Bed and breakfast;}~~

~~{4.}~~ 3. Multifamily dwellings, such as apartments containing no more than twelve (12) individual residential units within a single building;

~~{5.}~~ 4. Townhouses;

~~{6.}~~ 5. Parking lots.

SECTION II. BE IT FURTHER ENACTED AND ORDAINED that this Ordinance shall take effect twenty (20) calendar days following its approval by the Burgess and Commissioners.

INTRODUCED ON THE _____ DAY OF _____, 2018

PASSED ON THE _____ DAY OF _____, 2018

EFFECTIVE DATE: _____, 2018

ATTEST:

**BURGESS AND COMMISSIONERS
OF MIDDLETOWN**

Andrew J. Bowen, Town Administrator

By: _____
John D. Miller, Burgess



www.shannonbaum.com

Artwork Approval

105 Competitive Goals Dr. Eldersburg, MD 21784 1-800-368-2295

Customer Name

Middletown

File

32x48 downtown wayfinding 102018

Date

Designer

Joe Weber

Color Matching 

Providing Specific PMS Colors is the Easiest Way to Match Colors. Unless Provided, Colors will be Matched as Close as Possible.

Thank you for choosing Shannon-Baum Signs & Graphics Inc. Your business is greatly appreciated!



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Customer Approval

Approval Date

 Please verify the specifications carefully. A SIGNED APPROVAL is necessary to proceed with your order.

X

Memorandum of Understanding

between

The Town of Middletown and Richland Golf Club, LLC.

This Memorandum of Understanding (“MOU”) is made as of the date of the last signature below between Richland Golf Club, LLC (Richland) AND the Town of Middletown (the Town).

WHEREAS, the sign promoting Town and affiliated 501-C3 activities is a benefit to the entire Middletown Community and whose purpose and mission is to enhance the business district, foster community involvement and increase awareness of Middletown events;

WHEREAS, many of the events provide vendors, entertainment and historical activities which serve to enhance the Town and its historic business district;

WHEREAS, the parties desire to promote a clear understanding between the parties regarding location of the sign and posts and the expectations of each party’s role in the maintenance of the sign and posts; and

WHEREAS, the parties understand that this MOU is not intended nor does it attempt to address all of the existing and potential issues that may arise out of their collaboration. The provisions of this MOU may be altered or modified by mutual agreement of the parties.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the Town of Middletown and Richland Golf, LLC agree to:

I. EXPECTATIONS OF THE PARTIES

The expected roles and duties of each party are as follows:

- A. The sign promoting community events will be placed by the Town of Middletown (the Town) on property belonging to Richland Golf, LLC..
- B. Electricity and other intended and unintended services or costs for the sign will be the responsibility of the Town.
- C. All signs to be hung are coordinated through the Town office.
- D. Each party to the MOU shall have the right to change the location and/or remove the sign having given prior notice of 1 year to the parties involved, and
- E. Each party to the MOU shall have the right to conduct their business as “usual”. Richland Golf may make use of the sign when it is not being used by the Town providing it schedules available times with the Town office.
- F. Exhibit A identifies the site and location of the sign. The town requests the right to enter the site to service the sign, hang signs and perform any repairs as needed.

II. **Resolution of Disputes.** Disputes that arise regarding any provision of this MOU, or in matters regarding the collaboration of the organizations in general, shall be discussed by the parties in good faith with the goal of resolving such disputes. Any dispute not resolved by the parties shall be referred to the Circuit Court of Frederick County.

III. **Limitations on the Nature of the MOU.** This MOU does not constitute or create a joint venture, partnership or formal business organization or any kind, other than collaboration for the purposes of the signage promoting Town events, and the rights and obligations of the parties shall be only those expressly set forth therein. No party shall have authority to bind another party. Nothing herein shall be construed as providing for the sharing of profits or losses with respect to the Town or Richland Golf, LLC.

The parties, by and thorough their duly authorized representatives, have executed this Memorandum of Understanding on the dates listed next to their signatures below.

Richland Golf Club, LLC Middletown, MD

By: _____
Printed Name

Signature
Richland Golf Club, LLC

_____ 2018
Date

Town of Middletown

By: _____
Printed name

Signature
John Miller, Burgess Town of Middletown

_____ 2018
Date

Proposed Materials for use on Middletown Sign

1. All hanging banners will be commercially produced.
2. Posts will be placed in concrete pads and have guy wires to provide extra stability.
3. Poles will have a similar appearance to the light poles and banner poles in Middletown



Town of Middletown Municipal Parking Lot

- Parking for visitors and customers of Middletown only
- 4 Hour limit from 8am – 12am
- No 24-hour storage of RV's, vehicles, trailers or equipment

Please lock your vehicle

Violators will be prosecuted, and towing enforced at owner's expense.

Towing enforced by XYZ Towing

24 HOUR PARKING

ALL CITY

OWNED PARKING LOTS

UNLESS OTHERWISE MARKED

SEC 211-19.5 OF CITY ORDINANCE

NOTICE

VEHICLES WHICH EXCEED
21'-2" LENGTH AND/OR 6'-8" WIDTH
ARE PROHIBITED FROM PARKING
ON ANY CITY STREET, ALLEY
OR MUNICIPAL PARKING LOT
JUNE 1 TO SEPTEMBER 15



**BURGESS & COMMISSIONERS OF MIDDLETOWN MARYLAND
SIGNATURE TO BID**

2019 -2021 Mowing & Snow Removal Bid

**NOTE: WHEN SUBMITTING YOUR BID, PLEASE USE THIS PAGE AS A
COVER SHEET**

Each bid must show the full business address and telephone number of the bidder and be signed by the person legally authorized to sign contracts. All correspondence concerning the bid and contract, including notice of award, copy of contract and purchase order, will be mailed or delivered to the address shown on the bid in the absence of written instructions from the bidder or contractor to the contrary. Bids by partnerships must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing, who shall also state the names of the individuals composing the partnership. Bids by corporations must be signed with the name of the corporation, followed by the signature and designation of the officer having authority to sign. When requested, satisfactory evidence of authority of the officer signing in behalf of the corporation shall be furnished. Anyone signing the bid as agent shall file satisfactory evidence of his authority to do so.

All documents, materials, or data developed as a result of this contract are the Town's property. The Town has the right to use and reproduce any documents, materials, and data, including confidential information, used in or developed as a result of this contract. The Town may use this information for its own purposes or use it for reporting to Federal agencies. The contractor warrants that it has title to or right of use of all documents, materials, or data used or developed in connection with this contract. The contractor must keep confidential all documents, materials, and data prepared or developed by the contractor or supplied by the Town. All erasures and/or changes shall be initialed by the individual making modifications to the proposal.

**BIDDER MUST SIGN HERE AND RETURN THIS PAGE AND THE PROPOSAL PAGE IN
ADDITION TO SUBMITTING ANY DOCUMENTS CALLED FOR BY THE
SPECIFICATIONS.**

By signing here, bidder does hereby attest that he/she has read fully the instructions, conditions and general provisions and does understand them and will furnish and deliver all labor and materials in accordance with the specifications for the price as listed on the proposal sheet(s).

COMPANY

ADDRESS:

AUTHORIZED
SIGNATURE:

TITLE:

PHONE NO.

DATE:

**TOWN OF MIDDLETOWN MARYLAND
TOWN PARKS MOWING & SNOW REMOVAL BID**

The Town of Middletown is accepting bid proposals for mowing and snow removal services at various locations throughout the town. It is generally described as mowing town property, trimming, weedwacking and clearing sidewalks and streets of grass clippings, ice and snow.

THE BID PROPOSAL WILL COVER BOTH MOWING AND SNOW REMOVAL FOR THE REMAINDER OF CALENDAR YEAR 2019 PLUS BOTH MOWING AND SNOW REMOVAL FOR CALENDAR YEARS 2020 AND 2021. The contract will begin with mowing in April 2019.

The scope of work for mowing and snow removal has been separated for clarity of what is required.

**MOWING
SPECIAL TERMS AND CONDITIONS**

SCOPE: The Burgess and Commissioners, herein called Town, request bids from qualified Mowing Contractor's for the Town's requirements of grass mowing of Town Property. The Town has several locations that are to be covered by this bid. *See attached map for location.*

Wiles Branch Park- Approximately 16 acres located along the south side of West Main Street (US Alt. 40). This area also includes trimming around the pedestrian bridge and up to Eastern Circle along the guardrail and tree line.

Wiles Branch SHA SWM Pond – Approximately 2 acres on the north side of West Main St (US Alt 40) that is a SWM Pond.

Brookridge South SWM Pond- Approximately 1.5 acres adjacent to the Wiles Branch Park includes the SWM Pond and an access trail from Wiles Branch Park.

North Pointe - Five locations (SWM Pond, SWM Quality Structure, Slope along Main St, Playground Lot, Open space across from Wiles Creek Circle) within North Pointe, approximately 5.5 acres located on the north side of West Main Street (US Alt. 40).

West Wastewater Treatment Plant & Dog Park - Approximately 5.35 acres located adjacent to Wiles Branch Park. Includes areas inside and outside fences, weedwacking fence lines and cutting the right of way into the woods.

Memorial Park - Approximately 4 acres (total includes non-grass areas) located between South Church Street (MD Route 17) and Franklin Street. This area also includes the War Memorial at the intersection of South Church Street and Franklin Street.

Jefferson Village – Approximately 2.6 acres of open space playground area and two out lots of approximately 0.5 acre along Elm Street and Washington Street.

Washington Street SWM – Approximately 0.44 acre located at 307 Washington Street (includes mowing bottom).

Lamar Lot & Elm Street Parking Area- Approximate 0.24 acres rear lot of the Lamar Center located next to the Elm St Parking Lot (from Washington St up to garage). The area from the steps to the utility pole located behind the cluster mailboxes at the parking lot is included in this item (typically weedwacked).

Willow St Yard and Gladhill Slope- Slope located at Walnut and Main St. (triangle) and the small yard at 301 W Main St (Willow St garage – yard behind building and parking area (0.23 Ac total).

Water Tank and Green St ROW's- The water tank is located behind the high school and there are two locations on East Green St. The tank location includes mowing inside and outside the fence and weedwacking (.59 Ac). The Green St locations include mowing small areas along the street and the future Library Lot (4.45 Ac +/-) and the PRV lot at Schoolhouse and E Green St (0.07Ac).

Cone Branch Drive Area – Area includes the large SWM Pond (1.18Ac), SWM Small Pond (0.6 Ac), SWM pond across from Caroline Dr and the area from the subdivision sign to the Caroline Drive SWM Pond (0.5Ac) and the Cone Branch Park (0.4Ac). No bottom mowing in these ponds (mow to water line or planting line).

Various SWM Ponds and Misc Areas – Areas included: Cone Branch Ct. Pond (0.75Ac no bottom mowing) include mowing two passes behind PVC fence, Coblenz Farm Pond (0.4Ac no bottom mowing) and the SWM Pond at Foxfield Pass (1.1 Ac no bottom mowing). Also included in this area is the grass median strip on Foxfield Pass from Coblenz to Manda Dr.

Foxfield SWM Ponds – Two locations; Coblenz Road (1.2 Ac no bottom mowing); Smithfield Drive (1.1 Ac. Limited bottom mowing).

Layla Drive and Well Fields- Slopes and open space along Layla Drive and Hollow Road near Hollow Road (1.25 Ac) and the Well Fields (2.0 Ac) on Hollow Road. Well field 1 includes areas inside and outside the fence, grass ROW's extending from the well field, SWM Pond behind the Foxfield PS (3.8 ac, limited bottom mowing) and weedwacking the fence line. Well Field 2 includes areas along the stone parking area and up the ROW into the upper well field.

Foxfield Reforestation- 4.4 acres of area planted with tree seedlings to be mowed twice a year to a height of approximately 4" and weedwacked, July and October. Extends down behind Foxfield PS.

Foxfield Walking Trail & PS- 1.7 acres 3-4 mower widths along trail and in front of Foxfield PS and along Hollow Road.

Reservoir- Mowing the area inside the fence and outside the entrance gate and 6 feet outside the fence, weedwacking slopes that cannot be mowed (1.38Ac). Avoid blowing grass onto reservoir covers and take care in mowing adjacent areas to the covers.

Glenbrook Soccer Field and Parking Area – Approximately 2.2 acres including area inside and outside of fence and the grass area around the stone parking lot. No ponds to be mowed under this contract.

Glenbrook ROW- 0.18 acres area located on Wagon Shed Drive. The area is a future road connection but will remain a grass yard mowed under this contract. Weedwack around any structures / utilities on the property.

Middletown Parkway - Approximately 6.4 acres of roadside right-of-way area and adjacent

slopes on the street side of the PVC fence. Weedwacking will be required around all landscaping and fences in the right of way. Mulching of the landscaping will be performed by the Town as needed.

East Wastewater Treatment Plant - Approximately 4.9 acres located at 7320 Holter Road. Weedwack fence lines. Includes SWM pond outside the fence.

Walnut Pond SWM and ROW- 1.32 Ac of mowing the SWM pond, bottom, adjacent areas, utility ROW to the Cone Branch PS, the Pump Station and along the driveway to the pump station. Weedwack the edge of the driveway.

Resmberg Park Fields & SWM- 28.8 acres of park lands, playing fields & SWM. 3-4 mower widths along trail from corn field.

Remsburg Park ROW – 0.96 acres of area located along Holter Road to Cone Branch PS. Mowed every other week at 4” and no weedwacking required.

Remsburg Park Reforestation Areas -1.7 acres behind corn field to be mowed every week, 3.2 acres to be mowed twice a year.

Primary School Walking Path – From Main Street to Linden Blvd. and area located along stream bed from Linden Blvd. to Primary School; located on Franklin Street.

Heritage Park- 0.05 ac across from Town Hall

Drainage Ditch Rt. 17- 0.03 acres on island parcel along drainage ditch across from West Broad St. dead end on Rt. 17.

Rain Drop Use Indicator- 0.02 acres located just past Ivy Hill Drive on the South side of Alt. Rt. 40.

Trunkline ROW- 0.5 acres located off Walnut St. accessible by the access ramp located on the west side of the street just before the bridge. Area is located from Walnut St. to the Wiles Branch Park access road.

Maintenance Shop- 0.12 acres located behind the Town’s maintenance shop.

Stated areas may include pond bottoms and pavement and are only an estimate of the area to be maintained.

MOWING SPECIFICATIONS

The scope of work is to include 31 cuts per growing season, unless noted otherwise on the bid form and include weekly trimming, unless noted otherwise, around equipment, sidewalks, fences, and buildings. The season is defined as being from April through October. The Town may require additional cuts as needed and will utilize the unit price per cut if an additional cut is required. These additional cuts would be authorized by the Town. Should extreme weather, drought or rains, cause or prevent the areas from being mowed then no payment will be made until mowing resumes.

All work is to be performed in a manner consistent with good safety procedures, especially as they apply to the protection of individuals, vehicles, buildings, and adjacent properties from flying debris. Do not blow grass into any facility especially water and wastewater treatment areas. Mowing is to be done to height of 3 +/- inches with a finish type mower. Sidewalks, pavements and structures shall be weed wacked. All grass clippings shall be removed from all walks and driveways by power blower. All structures, mulch beds, trees, etc. shall be trimmed each week. Fences shall be weed

wacked every week and herbicides are permitted to be used on the fence lines; **not too exceed a kill width of 8 inches. No herbicide or pesticides will be permitted in or around the Dog Park!** Parks shall be mowed on Thursday or Friday of every week without exception unless grass has not grown since last cutting. **Mowing after dark is not permitted.** The Contractor shall be responsible for arranging and paying for mowing should equipment breakdowns or scheduling conflicts cause delay in mowing more than 5 calendar days from the normal mowing schedule. Damage to structures or drainage cleanouts etc shall be repaired by the Contractor.

Initially the successful bidding contractor will work under a 1-month probation period. During the period the Town will evaluate the performance of the contractor and provide written correspondence for issues that need to be resolved. If during the probation period, the contractor does not resolve the written issues the Town may at its sole discretion void the contract for the remaining contract period. If the contractor successfully completes the probation period, he will be removed from probation and the Town will evaluate performance after each season. If for any reason the Town believes that the work is not being performed adequately, the Town will have the right to void the contract for the remaining years. Non-performance, in the sole judgment of the Town, shall be reason for immediate termination of this contract.

SNOW REMOVAL SPECIAL TERMS AND CONDITIONS

SCOPE: The Burgess and Commissioners, herein called Town, request bids from qualified Contractor's for the Town's requirements of snow removal from sidewalks from on Town Property. The Town has several locations that are to be covered by this bid. *See attached map for location.*

Wiles Branch Park- Sidewalks along Knoll Side Drive from W. Main St. to first private property and along the south side of West Main St from Eastern Circle to Rudy's Welding.

Wiles Branch SHA Stormwater Pond w/ PVC Fence – Sidewalks along Alt. Rt. 40 from tree line down around the pond.

North Pointe - Sidewalks along North Pointe Terrace and Main St, along North Pointe Terrace at the open lot and Park.

Memorial Park – Sidewalks along Franklin St and South Church Street from the Memorial Point to the end of the park property and the sidewalk that joins the two through the park. Does not include the Memorial Circle.

Jefferson Village – Sidewalk from Washington St up the hill to the first parking area.

Washington Street SWM – Short section of sidewalk at the driveway to the SWM pond.

Lamar Lot & Elm Street Parking Area- Front sidewalk at sitting area and rear of Lamar lot on Washington St.

Willow St – 301 West Main St. Sidewalk in front of building and alongside to first garage door and at the intersection of West Green St. and Willow St. west to the next property.

Cone Branch Drive Area – Sidewalks along both sides of East Green St adjacent to the

SWM ponds and to Cone Branch Drive. Sidewalk along Woodmere Circle to the property line of the SWM pond. West side of Cone Branch to Main St and to the end of the SWM area near Caroline. Sidewalk from Cone Branch west along Main across the pedestrian bridge and the same on the south side of Main St from Lombardy.

Foxfield SWM Ponds and path –Smithfield Drive sidewalk next to SWM Pond, Sidewalk along Foxfield Pass next to SWM Pond. Walk path from Manda Ct across Town Maintenance property to the shopping center parking lot.

Layla Drive - Both sides of Layla Drive from the last private property to Hollow Road

Glenbrook Soccer Field and Parking Area – Sidewalk from the parking area across the culvert to the first private property on the south side only.

Glenbrook ROW- sidewalk along Wagon Shed Drive across reserved ROW.

Town Hall- 31 West Main St.- Sidewalk in front of the building.

Heritage Park, Lot 30 – Across from Town Hall, Sidewalk, front and side, associated with the Park.

19-21 West Main St. – In front of the Middletown Main St building.

SNOW REMOVAL SPECIFICATIONS

The scope of work is to remove ice and snow from various sidewalks owned by the Town; during the winter months from October 31 thru March 31 for the duration of the contract. Sidewalks with accumulation of over 1 inch shall be cleared of ice and snow within 24 hours after the event has stopped. Since storm event and accumulations can vary; the contractor can contact the Town Representative via cell in the event there is any question of accumulation or the need for snow removal. Snow may be removed by snow blower, shovel, backpack blower, ATV or other equipment that may be used on the sidewalks weighing less than 3000 lbs. and a width no wider than the concrete sidewalk. Snow shall be blown or piled onto the Town property, careful attention shall be afforded so snow is not blown or piled onto private property. Sidewalks and handicap ramps shall be cleared to the concrete limits except in storm events that accumulate more than 12 inches (3 +/- feet wide path is acceptable). Removal may occur at any time of the day or night. Ice melt (calcium chloride) shall be spread one time per event after the area is cleared of snow.

General terms and conditions of the Mowing and Snow removal Contract

Basis of Bid Contractor shall provide a list of anticipated labor, equipment and materials detailing the unit price per hour or per bag (lbs.) for material. The list shall include equipment that may not or may not be used in every event but could be used in events ranging from 1” to 12”+ snow events.

Independent Contractor. Contractor shall be an independent contractor, and all persons working under the direction of Contractor shall be employees of Contractor and not of Town. Contractor, and not Town shall be liable for the payment of their wages, benefits and all taxes with respect thereto, and Contractor shall comply with all applicable federal, state and local laws, regulations, codes, rules and ordinances with respect to (a) the hiring, employment, compensation, health and safety of employees and (b) the environment. Contractor agrees that Town shall not be liable for any loss of or damage to Contractor’s materials or equipment located on the Property.

Indemnification. Contractor assumes the entire responsibility and liability for, and agrees to pay, indemnify, defend and hold harmless the Town, managers, employees, (collectively, the “Indemnified Parties”) from and against any loss, expense, liability, damage or cost (including, without limitation, judgments, attorneys’ fees and costs, court costs and the cost of appellate proceedings) which any of the Indemnified Parties incur because of injury to or death of any person or on account of damage to property (including, but not limited to, damage to buildings, curbs, sidewalks, light poles, signs, landscaping, or equipment used in connection therewith), including the loss of use thereof, or any other claim arising out of, in connection with or as a consequence of the performance of, or the failure to perform, the Services by Contractor, its agents, employees, subcontractors or any one for whose acts Contractor may be liable with respect to the Services. Contractor, for itself and its agents, employees and subcontractors, and any party claiming through any of them, also waives all right of recovery, claim, action or cause of action against the Indemnified Parties for any matters described in the preceding sentence. This indemnity shall not be limited by any limitation on amount or type of damages, compensation or benefits payable by contract or by any federal or state law.

Basis of Payment Contractor shall submit a monthly invoice to Town at the address set forth above for the amounts properly due under this Agreement. Subject to the conditions for payment and limitations on liability set forth herein, Town shall pay Contractor, within thirty (30) days after receipt of an invoice. Invoices shall include a detailed, itemized statement of all charges for which payment is sought, specifying for each date Services were rendered. For snow removal events, submit “Time & Material”; the amount of materials used and the unit price charged therefor, and the start and stop times for each piece of snow removal equipment used and its applicable hourly rate. If Town contests any invoice or portion thereof, the contested part of the invoice shall not be due until the dispute has been resolved.

Contractor phone number(s) must be available 24/7 during the duration of the contract.

After award of bid and execution of contract documents, all direction will come from the Town’s Director of Public Works or a designated representative.

This Mowing and Snow Removal bid is for three (3) years.

Renewal option. Under the renewal option, the contract shall be for a one-year period but may be extended for an additional year at the sole discretion of the Town of Middletown; under the terms and conditions of submitted proposal.

All bidders must have at least \$1 million dollars in liability insurance coverage. A copy of proof of coverage is required to be included with the bid package. The Town shall be named as an additional insured on the policy.

Bidders are required to use the attached bid sheet(s) when submitting bids.

BID OPENING: Bids will be received by the Town Office, **31 W. Main Street, Middletown, Maryland, 21769** until **2:00 P.M. local time February 6, 2019.** At this time, they will be opened publicly and read out loud. Bidders who mail their bids prior to the bid opening should address the bid to:

Burgess and Commissioners
31 West Main Street
Middletown, MD 21769
Marked: Mowing Contract Bid Enclosed

Bid envelopes must be clearly marked with the time, and date of the opening. The Town assumes no liability for mailed Bids. **No facsimile bids will be accepted.** Any bids received after the opening time will be rejected and returned unopened to the bidder.

Any questions regarding this specification can be directed to J.R. Hawkins PE, CIP Project Manager at 301-371-6171. Bidders are free to inspect the areas covered by these specifications at their discretion. **A mandatory Pre-Bid conference will be held on January 30, 2019 at 10:00 AM at 31 W. Main St.** Town will not accept a bid from any contractor not listed on the pre-bid attendance sheet.

Town of Middletown
Mowing Contract w/ Per HR Snow Services
Calendar Years 2019, 2020 & 2021

Current 2018 Pricing

Item	Description	Unit	AC	Quantity	2019		2020		2021		
					Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	
1	Wiles Branch Park		\$263.68	16	31	\$ 271.50	\$ 8,416.50	\$ 277.00	\$ 8,587.00	\$ 281.00	\$ 6,711.00
2	Wiles Branch SHA SWM Pond		\$71.07	2	31	\$ 73.00	\$ 2,263.00	\$ 74.00	\$ 2,294.00	\$ 76.00	\$ 2,356.00
3	Brookings South SWM Pond		\$27.81	1.5	31	\$ 28.50	\$ 883.50	\$ 29.00	\$ 899.00	\$ 32.00	\$ 992.00
4	North Point Area: Slope, SWM Pond and Water Utility Pond, 2 Outlots		\$134.93	5.5	31	\$ 139.00	\$ 4,309.00	\$ 142.00	\$ 4,402.00	\$ 144.00	\$ 4,464.00
5	West Wastewater Treatment Plant, ROW, Dog Park		\$91.67	5.35	31	\$ 94.00	\$ 2,914.00	\$ 96.00	\$ 2,976.00	\$ 97.00	\$ 3,007.00
6	Memorial Park & War Memorial		\$49.44	4	31	\$ 51.00	\$ 1,581.00	\$ 52.00	\$ 1,612.00	\$ 53.00	\$ 1,643.00
7	Jefferson Village, Out Lots, Washington St. -now includes Wash. St.		\$113.30	3.1	31	\$ 123.00	\$ 3,813.00	\$ 125.00	\$ 3,875.00	\$ 127.00	\$ 3,937.00
8	Washington St SWM		\$27.81	0.44	31	\$ 29.00	\$ 899.00	\$ 30.00	\$ 930.00	\$ 30.00	\$ 930.00
9	Lamar Rear Lot (Elm St) and mailbox area		\$27.81	0.24	31	\$ 29.00	\$ 899.00	\$ 30.00	\$ 930.00	\$ 30.00	\$ 930.00
10	Willow St Yard		\$27.81	0.13	31	\$ 29.00	\$ 899.00	\$ 30.00	\$ 930.00	\$ 30.00	\$ 930.00
11	Gladhill Slope (Walnut Street)		\$27.81	0.1	31	\$ 29.00	\$ 899.00	\$ 30.00	\$ 930.00	\$ 30.00	\$ 930.00
12	Water Tank		\$49.44	0.59	31	\$ 51.00	\$ 1,581.00	\$ 52.00	\$ 1,612.00	\$ 53.00	\$ 1,643.00
13	E Green St ROW's			4.45	31	\$ 82.50	\$ 2,867.50	\$ 84.30	\$ 2,814.30	\$ 86.00	\$ 2,976.00
14	Cone Branch SWM Large Pond & Caroline Dr. SWM Pond		\$71.07	1.68	31	\$ 73.00	\$ 2,263.00	\$ 74.00	\$ 2,294.00	\$ 76.00	\$ 2,356.00
15	Cone Branch SWM Small Pond		\$49.44	0.6	31	\$ 51.00	\$ 1,581.00	\$ 52.00	\$ 1,612.00	\$ 53.00	\$ 1,643.00
16	Cone Branch Park		\$27.81	0.4	31	\$ 29.00	\$ 899.00	\$ 30.00	\$ 930.00	\$ 30.00	\$ 930.00
17	Cone Branch Court SWM Pond		\$27.81	0.75	31	\$ 29.00	\$ 899.00	\$ 30.00	\$ 930.00	\$ 30.00	\$ 930.00
18	Coblentz Farm SWM Pond		\$71.07	0.4	31	\$ 73.00	\$ 2,263.00	\$ 74.00	\$ 2,294.00	\$ 76.00	\$ 2,356.00
19	Coblentz Road SWM Pond		\$49.44	1.2	31	\$ 51.00	\$ 1,581.00	\$ 52.00	\$ 1,612.00	\$ 53.00	\$ 1,643.00
20	Foxfield Pass SWM Pond and Median Strip		\$49.44	2.5	31	\$ 51.00	\$ 1,581.00	\$ 52.00	\$ 1,612.00	\$ 53.00	\$ 1,643.00
21	Smithfield Drive SWM		\$49.44	1.1	31	\$ 51.00	\$ 1,581.00	\$ 52.00	\$ 1,612.00	\$ 53.00	\$ 1,643.00
22	(Foxfield walking trail) & Foxfield PS			1.7	31	\$ 66.00	\$ 2,046.00	\$ 67.50	\$ 2,077.50	\$ 68.00	\$ 2,108.00
23	Lyla Dove Slippes and Open Space		\$91.67	1.25	31	\$ 95.00	\$ 2,945.00	\$ 97.00	\$ 3,007.00	\$ 98.00	\$ 3,038.00
24	Well Field 1 & Foxfield SWM - currently mowing with no price >			3.8	31	\$ 82.50	\$ 2,557.50	\$ 84.00	\$ 2,656.00	\$ 85.00	\$ 2,635.00
25	Well Field 2		\$27.81	0.6	31	\$ 29.00	\$ 899.00	\$ 30.00	\$ 930.00	\$ 30.00	\$ 930.00
26	Reservoir		\$49.44	1.38	31	\$ 51.00	\$ 1,581.00	\$ 52.00	\$ 1,612.00	\$ 53.00	\$ 1,643.00
27	Glenbrook Soccer Field and Parking Area		\$71.07	2.2	31	\$ 73.00	\$ 2,263.00	\$ 74.00	\$ 2,294.00	\$ 76.00	\$ 2,356.00
28	Glenbrook ROW		\$27.81	0.18	31	\$ 29.00	\$ 899.00	\$ 30.00	\$ 930.00	\$ 30.00	\$ 930.00
29	Middletown Parkway		\$145.23	6.4	31	\$ 150.00	\$ 4,650.00	\$ 153.00	\$ 4,743.00	\$ 155.00	\$ 4,805.00
30	East Wastewater Treatment Plant (includes former Addendum 14.6%)			4.9	31	\$ 175.00	\$ 5,425.00	\$ 178.50	\$ 5,533.50	\$ 181.00	\$ 5,811.00
31	Walnut Pond SWM, ROW and Cone Branch PS		\$49.44	1.32	31	\$ 51.00	\$ 1,581.00	\$ 52.00	\$ 1,612.00	\$ 53.00	\$ 1,643.00
32	Rensberg Park Fields & SWM (includes former Addendum 85.6%)			28.8	31	\$ 338.00	\$ 10,478.00	\$ 345.00	\$ 10,895.00	\$ 350.00	\$ 10,850.00
33	Foxfield Reforestation			4.4	2	\$ 625.00	\$ 1,250.00	\$ 637.50	\$ 1,275.00	\$ 647.00	\$ 1,294.00
34	Rensberg Park ROW			0.96	16	\$ 13.00	\$ 208.00	\$ 13.00	\$ 208.00	\$ 13.50	\$ 216.00
35	Primary School Walking Path		\$27.81	1.84	31	\$ 29.00	\$ 899.00	\$ 30.00	\$ 930.00	\$ 30.00	\$ 930.00
36	Heritage Park			0.05	31	\$ 18.50	\$ 571.50	\$ 17.00	\$ 527.00	\$ 17.00	\$ 527.00
37	Drainage Ditch Rt. 17			0.03	31	\$ 31.00	\$ 961.00	\$ 32.00	\$ 992.00	\$ 32.00	\$ 992.00
38	Rain Drop Water Use Indicator			0.02	31	\$ 31.00	\$ 961.00	\$ 32.00	\$ 992.00	\$ 32.00	\$ 992.00
39	Rensberg Park Reforestation			3.2	2	\$ 750.00	\$ 1,500.00	\$ 765.00	\$ 1,530.00	\$ 778.00	\$ 1,552.00
40	Trunkline ROW			0.5	18	\$ 82.00	\$ 992.00	\$ 83.00	\$ 1,008.00	\$ 84.00	\$ 1,024.00
41	Maintenance Shop			0.12	31	\$ 31.00	\$ 961.00	\$ 32.00	\$ 992.00	\$ 32.00	\$ 992.00
42	PRV at School Entrance - currently mowing with no price >			0.07	31	\$ 16.00	\$ 496.00	\$ 16.00	\$ 496.00	\$ 17.00	\$ 527.00
43	Rensberg Park Reforestation 2			1.7	31	\$ 23.00	\$ 713.00	\$ 23.00	\$ 713.00	\$ 24.00	\$ 744.00
44	Truck with plow & operator	HR			1	\$ 145.00	\$ 145.00	\$ 155.00	\$ 155.00	\$ 160.00	\$ 160.00
45	Truck with spreader & operator	HR			1	\$ 260.00	\$ 260.00	\$ 270.00	\$ 270.00	\$ 278.00	\$ 278.00
46	Skid Loader with operator	HR			1	\$ 140.00	\$ 140.00	\$ 150.00	\$ 150.00	\$ 155.00	\$ 155.00
47	Dump Truck with operator	HR			1	\$ 195.00	\$ 195.00	\$ 205.00	\$ 205.00	\$ 210.00	\$ 210.00
48	Hand Laborer with shovel-steps & walks	HR			1	\$ 65.00	\$ 65.00	\$ 67.00	\$ 67.00	\$ 70.00	\$ 70.00
49	Hand Laborer with backpack blower	HR			1	\$ 65.00	\$ 65.00	\$ 67.00	\$ 67.00	\$ 70.00	\$ 70.00
50	Hand Laborer with snow blower	HR			1	\$ 75.00	\$ 75.00	\$ 78.00	\$ 78.00	\$ 80.00	\$ 80.00
51	Hand laborer for Ice Control Application	HR			1	\$ 65.00	\$ 65.00	\$ 67.00	\$ 67.00	\$ 70.00	\$ 70.00
52	Ice Control Materials	Bag			1	\$ 50.00	\$ 50.00	\$ 52.50	\$ 52.50	\$ 54.00	\$ 54.00
53	Rock Salt	bulk /ton			1	\$ 195.00	\$ 195.00	\$ 200.00	\$ 200.00	\$ 205.00	\$ 205.00
Contract Year Total (Mowing Only)							\$ 89,649.50		\$ 91,487.50		\$ 92,932.00
3 Year Contract Total (Mowing)					117						\$ 274,069.00

Summary of Pricing

Items 33 & 39 reduced the previous biweekly mowing to 2X per year as requested by C. Unangst. Added costs for reduced mowing for added crew and different equipment \$2329.96

Blue Highlighted items represent the original contract items (past 3 years). There is generally a 3.5% increase in these items from 2018 to 2019, a 2% increase for 2020 and a 1.6% increase for 2021.

2018 cost per mow of all blue items \$1798.38

2019 cost per mow of all blue items \$ 1862.00

Large Yellow highlighted items are new areas to the contract

Small Yellow Highlights - item 33 and 39 revised frequency of mowing

Tree City USA[®]

Take Pride in a Greener Community

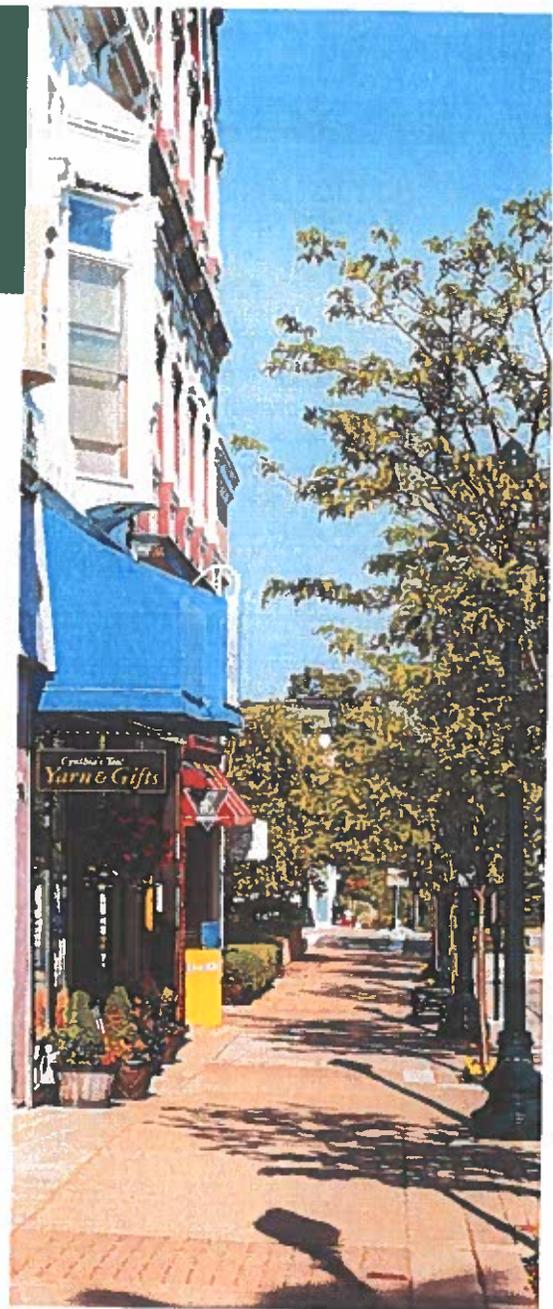
You have seen the signs along the road and perhaps a Tree City USA flag flying at city hall in other communities. Towns and cities that have received their Tree City USA recognition take pride in this distinction. And the people who live there enjoy the valuable benefits of having a greener, healthier community.

Tree City USA is a national recognition program that began in 1976 and is sponsored by the Arbor Day Foundation in partnership with the U.S. Forest Service and National Association of State Foresters. By meeting four fundamental standards, an incorporated municipality of any size can qualify.

Applying for the Tree City USA award is easy and the recognition is outstanding. There are now thousands of communities that proudly receive roadside signs, fly the flag of Tree City USA and — knowing the value of participation — renew their application every year.

“Tree City USA is a great way to get the community involved in green space. A community that feels involved will take better care of their environment.”

—ALISON LITCHY, FORT SMITH, AR



FUNDAMENTAL COMPONENTS OF TREE CITY USA

■ STANDARD 1: A TREE BOARD OR DEPARTMENT

The formation of a tree board or department often stems from a group of citizens. In some cases a mayor or city officials have started the process. Either way, the benefits are immense. Involving residents and business owners creates wide awareness of what trees do for the community and provides broad support for better tree care.

■ STANDARD 2: A TREE CARE ORDINANCE

City ordinances reflect the values of a community. That is, they speak about what its residents believe are worth protecting to create or maintain their quality of life and an environment that is both safe and pleasant. Trees are certainly worthy of this formal attention for the common good.

A public tree care ordinance encourages beautification, air cooling and purification, noise abatement, property

value enhancement, and all the other attributes of trees in cities of all sizes. It also enables city government to prevent and control destructive insects and diseases, avoid unnecessary costs and liability from hazardous trees and tree-related accidents, and protect residents from unscrupulous or careless operators.

■ STANDARD 3: A COMMUNITY FORESTRY PROGRAM WITH AN ANNUAL BUDGET OF AT LEAST \$2 PER CAPITA

Most communities probably already spend at least \$2 per capita. Also, community trees — when cared for — can actually save money. A managed program can ensure benefits that surely outweigh costs. It does require dollars to plant and keep trees in healthy condition, but this should not be a barrier to becoming a Tree City USA.

■ STANDARD 4: AN ARBOR DAY PROCLAMATION AND OBSERVANCE

The importance of this tree-planting holiday provides an excellent opportunity to educate about trees and tree care. It also creates pride within the community and can help garner public support for the city's entire urban forestry program.

Part of the fun of Arbor Day is creating something that will be enjoyed by the whole community. Visit arborday.org/celebrate for ways to make your community celebration a memorable one.



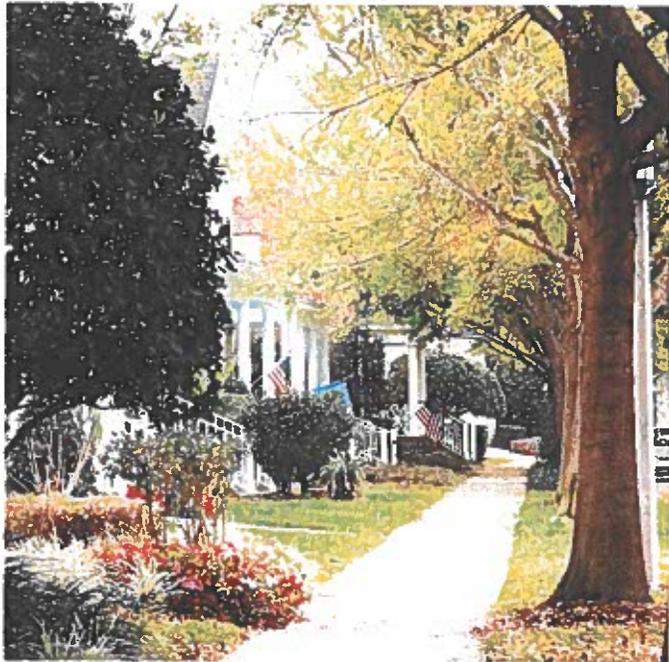
Arbor Day Foundation
100 Arbor Avenue • Nebraska City, NE 68410

HOW TO EARN TREE CITY USA RECOGNITION

1. Get Your Community Interested — Find Allies and Partners
2. Contact Your State Urban and Community Forestry Coordinator
3. Work Together to Fulfill the Four Tree City USA Standards
4. Celebrate Arbor Day!
5. Submit your Application

Communities that receive Tree City USA recognition receive support that helps make the celebration easy to plan and conduct. Here is some of what you will receive in your first year:

- Two road signs.
- A 4' x 6' Tree City USA flag.
- Beautiful wall plaque.



With a bit of organizing, virtually any community — large or small — can qualify for Tree City USA recognition. The end result will be safer community trees, better informed citizens, and a higher quality of life for residents and businesses.



TREE CITY USA®: *Your Community Is Ready*

As the first step in helping your town or city become a Tree City USA community, an important person for you to contact is the urban and community forestry coordinator in your state forester's office.

Visit arborday.org/coordinators for your contact's information and a directory list of all states.

Your state coordinator is the resource for beginning your Tree City USA application. He or she will have answers to your questions and will be more than happy to help your community become a Tree City USA.

How to Apply

Simplicity is one of the principles of the Tree City USA application and annual recertification process. Experience has shown that getting started as a Tree City USA often results from a single individual or a small group taking the lead. Here is all you have to do:

A Talk with the person in your community currently responsible for trees (city forester, park superintendent, public works director, etc.). Also discuss with your mayor, city manager, city clerk, a key council person, or whomever else in your city government should be informed and whose support you will need.

B Go to portal.arborday.org. The Tree City USA application can easily be completed online.

C The application is normally completed by the city forester or other person responsible for trees, or the tree board chair. Once your application is submitted, it's reviewed at a state level and then it will be reviewed by the Arbor Day Foundation at a national level. To learn more about applying and your state's deadlines visit arborday.org/treecityusa.

