



Mayor and Town Council
Town of Friendsville
Founded 1765

P.O Box 9,
Friendsville MD 21531
Ph: 301-746-5919
info@friendsville.org
www.friendsville.org

Friendsville Mayor & Town Council Minutes
August 18, 2025

Attendance:

Spencer R. Schlosnagle, Mayor

Council Members: Michael Artice, James Hook, Pam Humberson, & Edward Kelley

Citizens/Guests: Terry Spear, Jamie Spano, Colleen O'Dea, Sheryl MacLane, Jennifer Uphold & Jenn Resh.

Call to Order: Pamela Humberson, Council President, convened the general meeting of the Mayor and Town Council on August 18, 2025, at 6:00 p.m.

Openings: All attending the meeting recited the Lord's Prayer and the Pledge of Allegiance to the Flag of the United States of America.

Approval of the Agenda – August 18, 2025

Motion #1: (Council member Artice/Council member Hook) Motion to approve August 18, 2025.
4 in favor/0 opposed/0 abstention. Motion carries.

Approval of the General Meeting Minutes – August 4, 2025

Motion #2: (Council member Kelley/Council member Hook) Approval of accepting the general meeting minutes for August 4, 2025, with no corrections.
4 in favor/0 opposed/0 abstention. Motion carries.

To The Floor

Jamie Spano, Garrett County Health Department, Community Health Outreach Worker

This month's prevention message is "Quit Blowing Smoke" The Maryland Clean Indoor Air Act prohibits smoking and vaping in all public spaces and workplaces. Secondhand smoke causes the premature death of 41,000 adults and more than 400 infants in the United States each year. Children exposed to secondhand smoke are more likely to develop ear and respiratory infections. More information can be found at [Live Healthy GC](#)

The Friendsville Community Watch will be sponsoring Back to School Movie Night on August 23, 2025, starting at 6:30 p.m. at Pavilion #1/Stage area in the Friendsville Community Park. The movie Lilo & Stitch (Live Action Movie) will begin at dusk.

Motion #3: (Council member Kelley/Council member Artice) Approval is granted to use Pavilion #1 and Pavilion #2, along with the stage and sound equipment, and to waive the rental fee for the Back-to-School Movie Night scheduled for August 23, 2025.

4 in favor/0 opposed/0 abstention. Motion carries

Sheryl MacLane

Sheryl noted that on July 7, 2025, minutes under the Mayor's Report, the information regarding Jarrett Mahoney and 93 open cases for the Town of Friendsville may need to be verified. Mayor Schlosnagle will confirm the accuracy of this information and report back.

She also expressed concern about the recent council discussion on surveying Alley 14 for removal of a tree, as this matter had previously been addressed. Wanda provided the August 4th minutes referencing the earlier discussion regarding the alley.

Terry Spear

Terry reported that the electrical boxes at the Community Park are unlocked and unattended, and the breakers are not labeled. This issue needs to be addressed, as someone flipped the breakers, causing the power to the concession stand building to be turned off. Mayor Schlosnagle will discuss this matter with the maintenance team.

Additionally, for future improvements, the building should have proper ventilation to help keep it cool. Currently, the appliances are sweating, and condensation is forming inside the building.

Jennifer Uphold

Jennifer provided a report on behalf of the Greater Friendsville Business Association. She shared that Kelsey Artice of Mt. Peak Soap and Heather Umbel, the dog grooming business, will soon be opening in the Town of Friendsville on Maple Street.

The Association will be sponsoring the following upcoming events:

- Fall Tour – October 18, 2025
- Winter Market – December 5, 2025, from 3:00 p.m. to 7:00 p.m.

Unfinished Business

Recreational Parking Lot Pavilion

Jose with AB Enhancement, LLC completed the construction, and the tables will be moved under the pavilion later this week. Final payment of \$8,450.00 was issued to AB Enhancement today, leaving a grant balance of \$5,920.83.

Softball Restroom/Utility/Storage Room Update

Work is currently underway on the softball restroom, electrical, and storage facility by Beitzel Corporation. Today, Jeremy Gordan met with the Mayor and Councilmember Sines to review the exterior block color for the building. The originally requested color was unavailable, but an alternative was selected that works with the existing buildings.

Friend Family Museum/Library Repairs

- Memorial Monument – nothing more at this time.
- Steps – Rick Beal will repair the steps at same time as the monument work is done.

Beitzel Corporation – Sidewalk Proposals (Appendix A & B)

Motion #4: (Council member Kelley/Council member Hook) Approval is granted for proposal P930211-01 \$40,941.00 funded through the streets & sidewalk budget.

4 in favor/0 opposed/0 abstention. Motion carries

Motion #5: (Council member Kelley/Council member Hook) Approval is granted for proposal P930211-02 \$30,523.00 funded through the streets & sidewalk budget.

4 in favor/0 opposed/0 abstention. Motion carries

Yough Bridge Update

Mayor Schlosnagle shared the bridge is open; the sand blasting under the bridge will be done in the Spring, March/April 2026.

Alley 14 Tree Update

Mayor Schlosnagle shared Wolf Land Surveying report of survey dated 8/18/2025 to council.

(Appendix C)

Council President Humberson reiterated that the tree was struck by lightning and is unsafe. She stated that she is tired of being patient and accommodated. She noted that the Paugh property was deemed unsafe, and the Town spent money to remove the house. If the tree were to fall on her garage, it would cause serious problems. She emphasized that the tree must be removed and that leaving it unaddressed will not end well. She also expressed concern that Alley 14 is not being properly maintained by the Town.

Motion #6: (Council member Kelley/Council member Artice) Approval was granted to send a letter to the homeowner, including documentation from DNR, Katherine Phillips' report on the tree, stating that the homeowner is responsible for half of the cost, following review with the Town's attorney.

4 in favor/0 opposed/0 abstention. Motion carries

Traffic Advisory Committee Update (4-Way Stop Request)

Nothing has been received to date.

MML Fall Conference – October 12-14, 2025, The Wisp Resort, McHenry, MD

Council members Kelley, Artice, Humberson and the Mayor will be attending the MML Fall Conference.

Heritage Area Mini Grants

Town of Friendsville is not interested in applying at this point.

New Business

Planning Commission

Letter of resignation was received from Phil Smith.

Streetlights Request

Motion #7: (Council member Hook/Council member Artice) Approval was granted to move forward with Potomac Edison installation of streetlights, one on Maple Street (Pole 2VZ8) and one on First Avenue (Pole 1012A) by the post office.

4 in favor/0 opposed/0 abstention. Motion carries

Mayor's Report

Mayor Schlosnagle shared with the council members the August 18, 2025, email from Alicia Paradise Garza; "the Friendsville Pickleball Players have voted to use the net proceeds of \$1,100 from the Friendsville Days Tournament towards the heavy duty portable pickleball net if the town is able to secure the additional funds. Cost: \$2,599 Donation \$1,100 \$1,499 Balance." After discussion, they concurred to reevaluate the Town's financial situation in the Spring and revisit the purchase of the portable pickleball net at that time.

Skyline Excavating & Tree Service LLC Invoice (Appendix D)

Motion #8: (Council member Artice/Council member Kelley) Approval to pay invoice for hauling two loads of chips for playground at the Community Park. Skyline donated the first load that he hauled.

4 in favor/0 opposed/0 abstention. Motion carries

Mayor Schlosnagle reviewed the Mayor's Report from Tuesday, August 5 to Monday, 18, 2025

(Appendix E)

The maintenance team and community service workers painted the inside and outside of the Community Park restroom buildings.

Rick Beal's original proposal was \$1,500.00; however, the final invoice was only \$700.00, as the work was not as extensive as he initially anticipated.

Mayor Schlosnagle reported that Lynn Aycock was unable to attend tonight's meeting but expressed concerns regarding the draft zoning ordinance map and the designation of protected "State" land. He explained that this issue will need to be reviewed by the zoning ordinance and planning commission.

Siera Wigfield will be assisting the Town of Friendsville in applying for a grant to fund radar speed limit signs. Wanda expressed her concerns to the Mayor and Council about the potential for issuing tickets and fines. Councilmember Kelley recommended gathering additional information about the maintenance requirements of the signs before proceeding.

Committee's Reports

- **Buildings:** Nothing
- **Safety:** Nothing
- **Streets & Sidewalks:** Nothing
- **Community Park:** Nothing
- **Trees & Shrub:** Council Member Artice reported that Andrea Croskey expressed concerns about the pine tree at the "square," noting that its roots are causing the brick sidewalk to lift and that an invasive vine is beginning to overtake the tree.
- **Economic Development:** Nothing

Concerns of Council Members

Important Dates

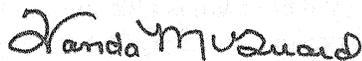
- Mayor & Town Council Meeting – September 8, 2025, at 6:00 p.m.
 - Guest Speaker: Connor Norman, Garrett Co. Business Development Specialist
- Zoning Ordinance Revision Work Session – September 9, 2025, at 5:30 p.m.

Adjournment

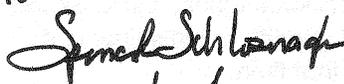
Motion #9 (Council member Artice/Council member Kelley): Approval of adjourning the meeting.
4 in favor/0 opposed/0 abstention. Motion carries.

The meeting was adjourned for 7:29 p.m.

Respectfully Submitted,



Wanda M. Guard,
Administrative Assistant, Clerk-Treasurer

Approved:

9/15/2025



PROPOSAL: P930211-01 08/14/2025

333 Corporate Drive – Grantsville, MD 21536 – 301-245-4108 – BEITZELCORP.COM

QUOTE NAME: Friendsville - Sidewalk Replacement

SUBMITTED TO: Friendsville, Town of – PO Box 9, Friendsville, MD, 21531

ATTENTION: Spencer Schlosnagle – info@friendsville.org – 301-501-1605

PREPARED BY: Jared Beitzel – Project Manager

CONTACT: Jared Beitzel – jaredbeitzel@beitzelcorp.com – 301-616-2958

SCOPE:

1. Removal and replacement of approximately 648 SF (144 LF) of existing sidewalk located along Maple St from First Ave to Alley.
 - General conditions and mobilization of equipment, tools, and crew.
 - Excavations incidental to new concrete and forms.
 - Cut asphalt at Alley if required for sidewalk removal and reinstall cold patch asphalt.
 - Demolition and removal of existing sidewalk.
 - Excavations of sub-base for 5" of concrete and 3" of stone if stone is not present or if 5" of depth is not present.
 - Provide and install up to 3" of stone if stone is not present.
 - Provide, install, and strip concrete forms and bracing.
 - Provide and install welded 6x6 wire mesh.
 - Provide, place, and finish 4000 psi concrete to a 5" depth.
 - Cure concrete with a liquid curing compound.
 - Installation of contraction joints at 5' intervals.
 - Installation of expansion joints and smooth dowels at 20' intervals.
 - Installation of (1) ADA detectable warning surface at Alley.
 - Backfilling of new sidewalk.
 - Provide and place seed & mulch at disturbed areas.

Price: \$33,519.00

2. Removal and replacement of approximately 65 SF (13 LF) of existing sidewalk located along Chestnut St beside Root Cafe .
 - General conditions and mobilization of equipment, tools, and crew.
 - Excavations incidental to new concrete and forms.
 - Cut asphalt at Alley if required for sidewalk removal and reinstall cold patch asphalt.
 - Demolition and removal of existing sidewalk.
 - Excavations of sub-base for 5" of concrete and 3" of stone if stone is not present or if 5" of depth is not present.
 - Provide and install up to 3" of stone if stone is not present.
 - Provide, install, and strip concrete forms and bracing.
 - Provide and install welded 6x6 wire mesh.

- Provide, place, and finish 4000 psi concrete to a 5" depth.
- Cure concrete with a liquid curing compound.
- Installation of contraction joints at 5' intervals.
- Installation of expansion joint and smooth dowels at sidewalk tie in.
- Installation of (1) ADA detectable warning surface at Alley.
- Backfilling of new sidewalk.
- Provide and place seed & mulch at disturbed areas.

Price: \$7,422.00

NOTES & CLARIFICATIONS:

Notes:

- Beitzel's offer assumes no access restrictions to work zones; and, is based on a 10 hour per day workday; with work schedule of Monday-Thursday. In the event that Beitzel Corporations work is interrupted for any reason beyond our control, Beitzel shall be compensated per hour for standby of the crew and equipment.
- Beitzel has assumed we can leave our tool trailer and equipment on the job site property during non-working hours for the construction duration.
- Beitzel's offer includes removal of excavated and demoed materials from work locations to a town designated dump location within 3 miles of the work sites.
- Beitzel assumes the town will have a designated dumpster available for small debris and trash.
- Beitzel assumes the town has been provided permission from landowners for Beitzel to access their properties to stage materials, work, and install sidewalks where indicated by the town.
- Beitzel's offer includes widening the sidewalk along Maple St from 4'6" to 5'.
- Beitzel's offer assumes both sidewalk replacements on Maple St and Chestnut St will be awarded and completed at the same time. If both repairs are not awarded, additional mobilization and equipment costs will apply.

Exclusions:

- Any permits required to perform work
- Third party inspections and testing
- Painting of walkways, roadways, or structures
- Surveying
- Traffic control
- Concrete winterization
- Hard rock excavations
- Dumpsters or dump site for excavated and demoed materials
- Relocating electrical, or any unforeseen underground utilities
- Removal of trees, roots, etc
- Removal or relocation of any concrete structures present under existing sidewalks

PRICING

Price: \$40,941.00

Payment to be made as follows: Net 30 days

**Proposal is valid for 30 days*

TERMS & CONDITIONS

1. **General.** Customer's acceptance of these Terms shall be conclusively presumed from Customer's acceptance of all or any part of the Services or from payment to Seller for all or any part of the Services provided. These Terms supersede and will govern in place of any additional or conflicting terms on Customer's purchase order, other correspondence, or documentation submitted to Seller. Seller hereby expressly limits its acceptance of Customer's purchase order to these Terms, and hereby gives notice of objection to any additional or conflicting terms. No amendment to these Terms will be effective unless in signed writing by the parties.
2. **Purchase Orders.** Customer's authorized representative shall purchase Services by issuing a written purchase order indicating the specific Services requested, including but not limited to, material quantity and type, shipping dates, bill-to and ship-to addresses, tax exempt certifications (if applicable), and other pertinent information. The parties will mutually agree on the scope and scheduling of the Services. If Customer's purchase order is for a fixed scope of Services, and Customer requests Seller to provide additional Services outside of the fixed scope, Seller may elect to do so at its then existing time-and-materials rates.
3. **Service Records.** If Seller submits daily, weekly, or monthly records indicating the Services performed therein, Customer shall promptly inspect and compare the actual Services and the recorded Services, and Customer's signature or failure to object to the recorded Services shall constitute acceptance of the Services as recorded.
4. **Payment.** The following payment terms apply to Services:
 - a. **Invoices.** Seller may submit invoices on a weekly, monthly, or other agreed upon basis, and Customer shall make payment within 30 days of the invoice date. All invoices not timely paid will accrue interest at a rate of 1.5% per month. Customer shall pay all sales and use taxes pursuant to any applicable state codes or regulations.
 - b. **Time and Material Rates.** Any Services provided on a time and material basis will be at Seller's then existing time and material rates. Seller may modify its time and material rates following notice to Customer.
 - c. **Acceptance.** In the absence of Customer's express acceptance, Customer will be deemed to have accepted the Services upon the earlier of (i) payment of the invoice amount, (ii) receipt and review of Seller's service records, or (iii) ten (10) days after Seller's notice of completion of the Services.
5. **Material Escalation.** The parties hereby agree that certain Services are subject to unforeseen market fluctuations. Accordingly, certain portions of Services comprised of steel or aluminum will be subject to price adjustments based on the 20-city average Material Cost Index ("MCI") as recorded in the Construction Weekly Publication "Engineering News-Record ("ENR"). The fixed prices or unit price for the above referenced portions of Services are subject to adjustment as follows:
 - a. If necessary, Seller shall include in its invoices a line item detailing any escalation payment due. Any adjustment will be based on the percent difference of the most recently published MCI prior to Seller's invoice date (each an "Invoice MCI"), and the most recently published MCI prior to the date on the face of Seller's proposal ("Baseline MCI"). Each applicable Invoice MCI and the Baseline MCI are made a part of this Purchase Agreement and are hereby incorporated by reference.
 - b. The following circumstances determine whether an adjustment to Service prices comprised of steel or aluminum are required.
 - i. **No Adjustment.** If the percentage change (either as an increase or decrease) in the applicable Invoice MCI and the Baseline MCI is equal to or less than 5%, then no adjustment will occur.
 - ii. **Escalation Payment.** If the percentage change between the applicable Invoice MCI and the Baseline MCI increases by more than 5%, Customer shall issue a change order to cover the increased cost based on the percentage in excess of the 5% increase. Seller shall be responsible for the first 5% increase and Customer shall be responsible for the remainder of the total increase after the initial 5% increase. Customer shall make said payment on the next regularly scheduled payment date.
 - iii. **Fuel.** The parties further agree that in addition to the above, Seller may add a reasonable surcharge to reflect increased fuel costs. Seller will separately state the increased surcharge on each applicable invoice.
6. **Customer's Responsibility.**
 - a. **Worksite Condition.** If Customer is to prepare the worksite for Seller's performance, Customer represents and warrants that such worksite will be provided in a condition fit and suitable for Seller to perform its Services. Seller may inspect such worksite and require additional preparation or changes to be performed by Customer if the worksite is not safe or fit for Seller's performance. Customer shall provide Seller with all relevant reports, designs, drawings, and all other applicable material. If Seller informs Customer of any subsurface or latent conditions at the worksite differing materially from those indicated in the purchase order and its exhibits, or physical conditions at the site of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in work of a similar nature, Customer shall grant an equitable adjustment to the Service price and schedule. Customer further represents that the worksite has sufficient electric power to support the work provided by Seller.
 - b. **Third Party Work.** If Customer performs work at the worksite directly or by others, Customer shall coordinate, and shall require each separate contractor to coordinate, the activities to avoid interfering with Seller's schedule and performance of Services. Seller will receive an equitable adjustment to the Service price and schedule for any delay due to interfering on-site work.
7. **Warranty.**
 - a. **Seller Warranty.** Seller solely warrants that it will fabricate the Services and associated goods in accordance with the Customer's written specifications. To the fullest extent permitted by applicable law, Seller hereby expressly disclaims all warranties, whether express or implied warranties, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. Except as otherwise set forth in this Section 7(a), all Services are provided AS-IS.
 - b. **Customer Representation.** Customer represents that all Seller may rely on the accuracy of all Customer supplied drawings, specifications, and other written directives.
8. **Risk of Loss.** If the Services require Seller to use tools, equipment, or materials ("Customer Equipment") supplied by Customer, Customer shall bear the entire risk of loss, theft, damage to, or destruction of ("Risk") all Customer Equipment from any cause from the time the Customer Equipment is delivered to Seller until it is returned to Customer, except to the extent caused by Seller's sole negligence.
9. **Indemnity.**
 - a. **Seller Indemnity.** Seller shall indemnify, defend, and hold Customer harmless from and against all losses, including costs and reasonable attorneys' fees (whether from in-house or outside counsel) to the extent caused by the negligence of Seller or its material breach of these Terms.
 - b. **Customer Indemnity.** Customer shall indemnify, defend, and hold Seller harmless from and against all losses, including costs and reasonable attorneys' fees (whether from in-house or outside counsel) to the extent caused by the negligence of Customer or third parties under its control, or due to Customer's material breach of these Terms.
10. **Insurance.** Each party shall purchase at their respective expense and maintain throughout the course of the Services insurance with customary coverage and sufficient minimum amounts to support their respective obligations under these Terms. Each party further agrees to waive, and to cause their respective insurers to waive, any right to subrogate a claim arising out of these Terms and Services. Such coverages, minimum amounts, and waiver will be evidenced on certificates of insurance, as requested.
11. **Termination.**

- a. **Termination for Convenience.** Either party may terminate all or part of the Services without cause and for its own convenience following thirty (30) days written notice to the other party. If Customer terminates the Services, Seller shall cease operations as directed in Customer's notice and take reasonable actions to protect and preserve the Work. In case of such termination, Customer shall pay Seller for all Services performed up to the date of termination and all reasonable expenses incurred as a result of such termination, plus ten percent.
 - b. **Termination for Cause.** Either party may terminate all or part of the Services for a material breach by the other if such breach is not cured within fifteen (15) days of receipt of written notice. In such event, the non-breaching party may recover its reasonable, actual direct damages due to such breach, subject to Section 14.
12. **Independent Contractor.** Seller is an independent contractor with respect to the Services for Customer, and neither Customer nor anyone used or employed by Customer is an agent, employee, or joint venture of Seller. To the extent that Seller provides crane services, Customer acknowledges and agrees that Seller will retain exclusive control of all crane equipment at all times. Seller will provide crane services for a specific task or set of tasks as agreed to in a purchase order, and Seller shall retain exclusive control and discretion over the operation of crane equipment and manner of completion. Customer acknowledges that Seller's cranes are not furnished for Customer's discretionary use and that the form of purchase order pricing neither determines the substance of the transaction nor Seller's control over the crane equipment.
13. **Force Majeure.** Neither party will be liable to the other for any failure to perform (except payment obligations) or delay arising out of causes unforeseen and reasonably beyond the affected party's control.
14. **Limitation of Liability.** Neither party shall be liable to the other for any indirect, incidental, special, punitive, or consequential damages in any manner in connection with or arising out of these Terms, regardless of the form of the action or the basis of the claim, or whether or not such party has been advised of the possibility of such damages. To the extent permitted by applicable law, Seller's aggregate liability to Customer under these Terms or otherwise is limited to no more than the total annual dollar amount paid to Seller for the particular Services giving rise to the liability under the particular purchase order.
15. **Severability.** If any term of this Agreement is held invalid or unenforceable, such term will be excluded to the extent of such invalidity or unenforceability. All other terms will remain in full force and effect.
16. **Waiver.** A delay or failure in enforcing any right or remedy in these Terms or provided by law will not prejudice or operate to waive that right or remedy.
17. **Negotiated Terms.** These Terms are the result of negotiations between Customer and Seller. Accordingly, these Terms will not be construed in favor of or against either Party.
18. **Claims.** Any claims by Customer, whether in contract, tort, or under any other theory of law, and arising out of these Terms must be submitted to Seller in writing within 1 year from the date of Customer's knowledge of such claim. Customer's failure to do so will constitute a waiver by Customer of any legal or equitable rights with respect to the claim or dispute.
19. **Governing Law and Venue.** The laws of the State of Maryland shall govern all matters arising out of or relating to these Terms and Services, excluding conflict of law principles. Any party bringing legal action or proceeding against any other party shall only bring the legal action in a court in the State of Maryland. The parties hereby irrevocably consent to jurisdiction and venue exclusively in the State of Maryland, and hereby waive any claim of forum nonconveniens.

Entire Agreement. These terms constitute the complete, entire, and fully integrated understanding of the parties with respect to the Services.

License Numbers: Control # 11384881 00078256

Customer's Name: _____

By: _____

Its: _____

Date: _____



PROPOSAL: P930211-02 08/14/2025

333 Corporate Drive – Grantsville, MD 21536 – 301-245-4108 – BEITZELCORP.COM

QUOTE NAME: Friendsville - Sidewalk Replacement

SUBMITTED TO: Friendsville, Town of – PO Box 9, Friendsville, MD, 21531

ATTENTION: Spencer Schlosnagle – info@friendsville.org – 301-501-1605

PREPARED BY: Jared Beitzel – Project Manager

CONTACT: Jared Beitzel – jaredbeitzel@beitzelcorp.com – 301-616-2958

SCOPE:

1. Removal and replacement of approximately 225 SF (45 LF) of existing sidewalk located along 243 Maple St.
 - General conditions and mobilization of equipment, tools, and crew.
 - Excavations incidental to new concrete and forms.
 - Demolition and removal of existing sidewalk.
 - Excavations of sub-base for 5" of concrete and 3" of stone if stone is not present or if 5" of depth is not present.
 - Provide and install up to 3" of stone if stone is not present.
 - Provide, install, and strip concrete forms and bracing.
 - Provide and install welded 6x6 wire mesh.
 - Provide, place, and finish 4000 psi concrete to a 5" depth.
 - Cure concrete with a liquid curing compound.
 - Installation of contraction joints at 5' intervals.
 - Installation of expansion joints as needed and smooth dowels at sidewalk tie ins.
 - Backfilling of new sidewalk.
 - Provide and place seed & mulch at disturbed areas.

Price: \$14,510.00

2. Removal and replacement of approximately 180 SF (40 LF) of existing sidewalk located along First Ave by the school.
 - General conditions and mobilization of equipment, tools, and crew.
 - Excavations incidental to new concrete and forms.
 - Cut asphalt if required for sidewalk removal and reinstall cold patch asphalt.
 - Demolition and removal of existing sidewalk.
 - Excavations of sub-base for 5" of concrete and 3" of stone if stone is not present or if 5" of depth is not present.
 - Provide and install up to 3" of stone if stone is not present.
 - Provide, install, and strip concrete forms and bracing.
 - Provide and install welded 6x6 wire mesh.
 - Provide, place, and finish 4000 psi concrete to a 5" depth.
 - Cure concrete with a liquid curing compound.

- Installation of contraction joints at 5' intervals.
- Installation of expansion joint and smooth dowels at sidewalk tie in.
- Backfilling of new sidewalk.
- Provide and place seed & mulch at disturbed areas.

Price: \$16,013.00

NOTES & CLARIFICATIONS:

Notes:

- Beitzel's offer assumes no access restrictions to work zones; and, is based on a 10 hour per day workday; with work schedule of Monday-Thursday. In the event that Beitzel Corporations work is interrupted for any reason beyond our control, Beitzel shall be compensated per hour for standby of the crew and equipment.
- Beitzel has assumed we can leave our tool trailer and equipment on the job site property during non-working hours for the construction duration.
- Beitzel's offer includes removal of excavated and demoed materials from work locations to a town designated dump location within 3 miles of the work sites.
- Beitzel assumes the town will have a designated dumpster available for small debris and trash.
- Beitzel assumes the town has been provided permission from landowners for Beitzel to access their properties to stage materials, work, and install sidewalks where indicated by the town.
- Beitzel's offer includes widening the sidewalk along First Ave from 4'6" to 5'.
- Beitzel's offer assumes both sidewalk replacements on Maple St and First Ave will be awarded and completed at the same time. If both repairs are not awarded, additional mobilization and equipment costs will apply.

Exclusions:

- Any permits required to perform work
- Third party inspections and testing
- Painting of walkways, roadways, or structures
- Surveying
- Traffic control
- Concrete winterization
- Hard rock excavations
- Dumpsters or dump site for excavated and demoed materials
- Relocating electrical, or any unforeseen underground utilities
- Removal of trees, roots, etc
- Removal or relocation of any concrete structures present under existing sidewalks

PRICING

Price: \$30,523.00

Payment to be made as follows: Net 30 days

**Proposal is valid for 30 days*

TERMS & CONDITIONS

1. **General.** Customer's acceptance of these Terms shall be conclusively presumed from Customer's acceptance of all or any part of the Services or from payment to Seller for all or any part of the Services provided. These Terms supersede and will govern in place of any additional or conflicting terms on Customer's purchase order, other correspondence, or documentation submitted to Seller. Seller hereby expressly limits its acceptance of Customer's purchase order to these Terms, and hereby gives notice of objection to any additional or conflicting terms. No amendment to these Terms will be effective unless in signed writing by the parties.
2. **Purchase Orders.** Customer's authorized representative shall purchase Services by issuing a written purchase order indicating the specific Services requested, including but not limited to, material quantity and type, shipping dates, bill-to and ship-to addresses, tax exempt certifications (if applicable), and other pertinent information. The parties will mutually agree on the scope and scheduling of the Services. If Customer's purchase order is for a fixed scope of Services, and Customer requests Seller to provide additional Services outside of the fixed scope, Seller may elect to do so at its then existing time-and-materials rates.
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 - a. **Invoices.** Seller may submit invoices on a weekly, monthly, or other agreed upon basis, and Customer shall make payment within 30 days of the invoice date. All invoices not timely paid will accrue interest at a rate of 1.5% per month. Customer shall pay all sales and use taxes pursuant to any applicable state codes or regulations.
 - b. **Time and Material Rates.** Any Services provided on a time and material basis will be at Seller's then existing time and material rates. Seller may modify its time and material rates following notice to Customer.
 - c. **Acceptance.** In the absence of Customer's express acceptance, Customer will be deemed to have accepted the Services upon the earlier of (i) payment of the invoice amount, (ii) receipt and review of Seller's service records, or (iii) ten (10) days after Seller's notice of completion of the Services.
5. **Material Escalation.** The parties hereby agree that certain Services are subject to unforeseen market fluctuations. Accordingly, certain portions of Services comprised of steel or aluminum will be subject to price adjustments based on the 20-city average Material Cost Index ("MCI") as recorded in the Construction Weekly Publication "Engineering News-Record" ("ENR"). The fixed prices or unit price for the above referenced portions of Services are subject to adjustment as follows:
 - a. If necessary, Seller shall include in its invoices a line item detailing any escalation payment due. Any adjustment will be based on the percent difference of the most recently published MCI prior to Seller's invoice date (each an "Invoice MCI"), and the most recently published MCI prior to the date on the face of Seller's proposal ("Baseline MCI"). Each applicable Invoice MCI and the Baseline MCI are made a part of this Purchase Agreement and are hereby incorporated by reference.
 - b. The following circumstances determine whether an adjustment to Service prices comprised of steel or aluminum are required.
 - i. **No Adjustment.** If the percentage change (either as an increase or decrease) in the applicable Invoice MCI and the Baseline MCI is equal to or less than 5%, then no adjustment will occur.
 - ii. **Escalation Payment.** If the percentage change between the applicable Invoice MCI and the Baseline MCI increases by more than 5%, Customer shall issue a change order to cover the increased cost based on the percentage in excess of the 5% increase. Seller shall be responsible for the first 5% increase and Customer shall be responsible for the remainder of the total increase after the initial 5% increase. Customer shall make said payment on the next regularly scheduled payment date.
 - iii. **Fuel.** The parties further agree that in addition to the above, Seller may add a reasonable surcharge to reflect increased fuel costs. Seller will separately state the increased surcharge on each applicable invoice.
6. **Customer's Responsibility.**
 - a. **Worksite Condition.** If Customer is to prepare the worksite for Seller's performance, Customer represents and warrants that such worksite will be provided in a condition fit and suitable for Seller to perform its Services. Seller may inspect such worksite and require additional preparation or changes to be performed by Customer if the worksite is not safe or fit for Seller's performance. Customer shall provide Seller with all relevant reports, designs, drawings, and all other applicable material. If Seller informs Customer of any subsurface or latent conditions at the worksite differing materially from those indicated in the purchase order and its exhibits, or physical conditions at the site of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in work of a similar nature, Customer shall grant an equitable adjustment to the Service price and schedule. Customer further represents that the worksite has sufficient electric power to support the work provided by Seller.
 - b. **Third Party Work.** If Customer performs work at the worksite directly or by others, Customer shall coordinate, and shall require each separate contractor to coordinate, the activities to avoid interfering with Seller's schedule and performance of Services. Seller will receive an equitable adjustment to the Service price and schedule for any delay due to interfering on-site work.
7. **Warranty.**
 - a. **Seller Warranty.** Seller solely warrants that it will fabricate the Services and associated goods in accordance with the Customer's written specifications. To the fullest extent permitted by applicable law, Seller hereby expressly disclaims all warranties, whether express or implied warranties, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. Except as otherwise set forth in this Section 7(a), all Services are provided AS-IS.
 - b. **Customer Representation.** Customer represents that all Seller may rely on the accuracy of all Customer supplied drawings, specifications, and other written directives.
8. **Risk of Loss.** If the Services require Seller to use tools, equipment, or materials ("Customer Equipment") supplied by Customer, Customer shall bear the entire risk of loss, theft, damage to, or destruction of ("Risk") all Customer Equipment from any cause from the time the Customer Equipment is delivered to Seller until it is returned to Customer, except to the extent caused by Seller's sole negligence.
9. **Indemnity.**
 - a. **Seller Indemnity.** Seller shall indemnify, defend, and hold Customer harmless from and against all losses, including costs and reasonable attorneys' fees (whether from in-house or outside counsel) to the extent caused by the negligence of Seller or its material breach of these Terms.
 - b. **Customer Indemnity.** Customer shall indemnify, defend, and hold Seller harmless from and against all losses, including costs and reasonable attorneys' fees (whether from in-house or outside counsel) to the extent caused by the negligence of Customer or third parties under its control, or due to Customer's material breach of these Terms.
10. **Insurance.** Each party shall purchase at their respective expense and maintain throughout the course of the Services insurance with customary coverage and sufficient minimum amounts to support their respective obligations under these Terms. Each party further agrees to waive, and to cause their respective insurers to waive, any right to subrogate a claim arising out of these Terms and Services. Such coverages, minimum amounts, and waiver will be evidenced on certificates of insurance, as requested.
11. **Termination.**

- a. **Termination for Convenience.** Either party may terminate all or part of the Services without cause and for its own convenience following thirty (30) days written notice to the other party. If Customer terminates the Services, Seller shall cease operations as directed in Customer's notice and take reasonable actions to protect and preserve the Work. In case of such termination, Customer shall pay Seller for all Services performed up to the date of termination and all reasonable expenses incurred as a result of such termination, plus ten percent.
 - b. **Termination for Cause.** Either party may terminate all or part of the Services for a material breach by the other if such breach is not cured within fifteen (15) days of receipt of written notice. In such event, the non-breaching party may recover its reasonable, actual direct damages due to such breach, subject to Section 14.
- 12. Independent Contractor.** Seller is an independent contractor with respect to the Services for Customer, and neither Customer nor anyone used or employed by Customer is an agent, employee, or joint venture of Seller. To the extent that Seller provides crane services, Customer acknowledges and agrees that Seller will retain exclusive control of all crane equipment at all times. Seller will provide crane services for a specific task or set of tasks as agreed to in a purchase order, and Seller shall retain exclusive control and discretion over the operation of crane equipment and manner of completion. Customer acknowledges that Seller's cranes are not furnished for Customer's discretionary use and that the form of purchase order pricing neither determines the substance of the transaction nor Seller's control over the crane equipment.
- 13. Force Majeure.** Neither party will be liable to the other for any failure to perform (except payment obligations) or delay arising out of causes unforeseen and reasonably beyond the affected party's control.
- 14. Limitation of Liability.** Neither party shall be liable to the other for any indirect, incidental, special, punitive, or consequential damages in any manner in connection with or arising out of these Terms, regardless of the form of the action or the basis of the claim, or whether or not such party has been advised of the possibility of such damages. To the extent permitted by applicable law, Seller's aggregate liability to Customer under these Terms or otherwise is limited to no more than the total annual dollar amount paid to Seller for the particular Services giving rise to the liability under the particular purchase order.
- 15. Severability.** If any term of this Agreement is held invalid or unenforceable, such term will be excluded to the extent of such invalidity or unenforceability. All other terms will remain in full force and effect.
- 16. Waiver.** A delay or failure in enforcing any right or remedy in these Terms or provided by law will not prejudice or operate to waive that right or remedy.
- 17. Negotiated Terms.** These Terms are the result of negotiations between Customer and Seller. Accordingly, these Terms will not be construed in favor of or against either Party.
- 18. Claims.** Any claims by Customer, whether in contract, tort, or under any other theory of law, and arising out of these Terms must be submitted to Seller in writing within 1 year from the date of Customer's knowledge of such claim. Customer's failure to do so will constitute a waiver by Customer of any legal or equitable rights with respect to the claim or dispute.
- 19. Governing Law and Venue.** The laws of the State of Maryland shall govern all matters arising out of or relating to these Terms and Services, excluding conflict of law principles. Any party bringing legal action or proceeding against any other party shall only bring the legal action in a court in the State of Maryland. The parties hereby irrevocably consent to jurisdiction and venue exclusively in the State of Maryland, and hereby waive any claim of forum nonconveniens.

Entire Agreement. These terms constitute the complete, entire, and fully integrated understanding of the parties with respect to the Services.

License Numbers: Control # 11384881 00078256

Customer's Name: _____

By: _____

Its: _____

Date: _____



Appendix C

Michael S. Wolf, PS

August 18, 2025

Town of Friendsville
Friendsville, MD 21531
info@friendsville.org

Report of Survey

Wolf Land Surveying performed a survey on Friday August 8th 2025 in regards to the alley between the property owned by Herschel & Wendy Allen and Randy & Pamela Humberson. The corners were found and located and the line was marked with wooden stakes. The tree in question was found to be both partly on the alley and partly on the Allens's property.

Invoice



Skyline Excavating & Tree Service LLC

4162 Blooming Rose Rd.

Friendsville, MD 21531

Phone/Fax: 301-746-5249

Date 8/18/2025

Invoice # 3386

Bill To

Town of Friendsville
 P.O. Box 9
 Friendsville, MD 21531
 info@friendsville.org

18% per annum for late payment

Item	Date	Description	Qty	Price	Amount
Hauling	8/18/2025	Hauling two loads of chips for playground at Town Park.		700.00	700.00

Please include invoice number on check.

Total	\$700.00
Payments/Credits	\$0.00
Balance Due on Receipt	\$700.00

Skyline Excavating & Tree Service LLC
 skylineexcavatingllc@gmail.com

Mayor's Report

From Tuesday, August 5, 2025 to Monday, August 18, 2025

- On Tuesday morning, August 5th I met with Jared Beitzel, of Beitzel Corporation, about some additional sidewalks that the Town Council would like proposals on.
- On Wednesday, August 6th in the afternoon I attended the Tri County Council Board Meeting in Accident in the afternoon. I am one of the two representatives for the Garrett County Municipalities.
- On Wednesday, August 6th in the evening I went to Oakland to attend the Garrett County Municipalities meeting. I serve as Chairman of the group.
- On Thursday, August 7th in the afternoon I had a conference call with members of the Maryland Municipal League to discuss the upcoming Fall Conference that will be held here in Garrett County.
- On Monday afternoon I met with George Edwards at his request in Grantsville to meet with a couple representatives from Nextera Energy, about the transmission lines. They were inquiring about any questions or concerns that we may have received at the Town Hall. They hosted a meeting in the spring at the Friendsville Fire and Rescue Department.
- I met with folks at the Chamber of Commerce on Wednesday afternoon about several projects going on here in town.
- The week of Monday, August 11th through Friday, August 15th I assisted the Maintenance team along with inmates and several correctional officers and a couple young students who were doing their service learning hours in the park, at our cemeteries and helping set up for the Friendsville Day's Festival.
- Monday, August 18th Councilman Bob Sines and I met with Jeremy Gordon from Beitzel Corporation about the color of the block for on the outside of the Softball/Restroom/Electrical and Storage Room. They didn't have the original block that we requested was available.