



**TOWN COUNCIL INFORMATIONAL  
WORK SESSION AGENDA  
Starting at 6:00 PM  
July 11, 2022**

**I. Call to Order and Roll Call**

**II. Pledge of Allegiance**

**III. Informational discussion on the following:**

1. Public Works & Town Hall roofing
2. Purchase of Public Works Vehicle
3. Memorandum of Understanding (MOU) Safe Routes to School (SRTS)
4. Memorandum of Understanding (MOU) Board of Education
5. Holiday Lighting additions

**IV. Council Lightning Round:**

- V. Closed Session** – Motion to close the regular meeting to go into a closed session under the Statutory Authority of the Md. Annotated Code, pursuant to General Provisions Article, §3-305(b), subsection (7) “to consult with counsel to obtain legal advice”.

**VI. Adjournment**



To: The Honorable Mayor and Town Council

From: Holly Wahl, Town Administrator

Subject: Roofing Repairs and Replacements Town Hall and Public Works Facility

Date: July 8, 2022

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## **I. BACKGROUND:**

The Town of Chesapeake Beach requires roofing repairs at the Public Works Facility listed as Facility #1 and the Chesapeake Beach Town Hall listed as Facility #2. The Town released an RFP for sealed proposals and held a pre-bid meeting at Town Hall on July 6<sup>th</sup>. There were four (4) local companies in attendance, and each was provided the opportunity to inspect the Town Hall and Public Works facility roof.

## **II. SCOPE OF WORK:**

### **Facility #1: Public Works Facility**

1. Remove existing 70 x 50-foot metal roof, underlayment, and insulation.
2. Replace the underlayment with Titanium UDL 30 or equivalent
3. Replace the insulation with an R-10 white-faced interior
4. Replace the roof with 24-gauge corrugated steel. Color = steel/mill
5. Remove existing steel gutters and downspouts.
6. Replace gutters with 6-inch aluminum. Two sections 75' each 150 feet total. Color = White
7. Replace 4 Down Spouts with 4x6 inch aluminum. Color= White

### **Facility #2: Chesapeake Beach Town Hall**

1. Remove existing roof in kind with slate appearance shingles.
2. All valleys and roof edges at the gutter will have 1 layer of ice shield installed in addition to felt paper.
3. All pipe collars will be replaced.
4. All ridge vents will be installed as they currently exist.
5. Replace step flashing where needed.
6. For any wood needing replacing from water damage, provide a price per 4'x 8' (32 square feet.)
7. Include warranty of product and your company warranty
8. The contractor is responsible for obtaining their own measurement.
9. Additional pricing is requested to repair or replace the louvered cupola at Town Hall.

## **III. UPCOMING TOWN COUNCIL MEETING:**

Sealed proposals are due on July 14<sup>th</sup> at 9:00 AM. Staff will provide a recommendation to the Town Council for review during the July 21<sup>st</sup> Town Council meeting.



To: The Honorable Mayor and Town Council  
Subject: Public Works Vehicle  
Date: July 6, 2022

From: Holly Wahl, Town Administrator

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**I. BACKGROUND:**

Chesapeake Beach Public Works staff provide 24/7 response to Town citizens and requires vehicles to provide services to residents. The Town Council budgeted funds for the purchase of a public works vehicle in the FY23 general fund.

**II. USE:**

Public Works staff is requesting to purchase a new truck to replace a 2012 F-250 with 121,000 miles on it. This truck has suffered from 10 years of use and salt spreading. This vehicle will be traded in on the purchase of a new vehicle along with a 2005 GMC pickup that has been out of service for 2 years. The new vehicle will be the same type of truck that will perform day-to-day tasks and is capable of snowplowing and salt spreading when needed. Makes being considered are Ford, Chevy, or GMC depending on availability and value.

**III. FISCAL IMPACT:**

**Town Council to consider authorizing Town staff to purchase a public works vehicle in the amount not to exceed \$55,000 from the General Fund budget.**



To: The Honorable Mayor and Town Council  
Subject: SHA MOU Safe Routes to School  
Date: July 8, 2022

From: Holly Wahl, Town Administrator

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**I. BACKGROUND:**

The Town of Chesapeake Beach is awarded grant funding through the Maryland Department of Transportation (MDOT) State Highway Administration (SHA) Safe Routes to School program. In coordination with MDOT SHA, the Town has completed a 30% design for sidewalks from Chesapeake Village to Beach Elementary School and from Beach Elementary school along a portion of Old Bayside Rd. The Town has received funding for 100% design and construction drawings to bring this project to the full construction phase.

**II. MEMORANDUM OF UNDERSTANDING (MOU):**

The Town is required to enter an MOU with the State to release an RFP for the 100% design and construction drawing phase. This is the next stage in the project and vital to the completion of the safe routes to school sidewalk project.

**III. RECOMMENDATION:**

It is recommended that the Town Council authorize the mayor to execute the MOU (attached as Exhibit "A").

**MEMORANDUM OF UNDERSTANDING**  
**for**  
**Town of Chesapeake Beach Route 261 Safety Upgrades Design Project**

**THIS MEMORANDUM OF UNDERSTANDING (MOU)** executed in two originals made and entered into this 21<sup>st</sup> day of June 2022, by and between the Maryland Department of Transportation acting for and on behalf of the State of Maryland by and through the Maryland Department of Transportation State Highway Administration, hereinafter called “**MDOT SHA,**” and the Town of Chesapeake Beach, located in Calvert County, Maryland, hereinafter called the “**PROJECT SPONSOR.**”

**WHEREAS,** certain funds have been set aside in the Federal funding authorization bill Fixing America’s Surface Transportation Act (FAST Act) for the purpose of providing funding for alternatives to the transportation system, hereinafter called the “**TRANSPORTATION ALTERNATIVES (TA) PROGRAM**”; and

**WHEREAS,** in accordance with FAST Act, the Maryland Department of Transportation may reimburse the PROJECT SPONSOR up to an amount not to exceed eighty (80) percent of the eligible expenses of a project that is part of the TA PROGRAM, as those terms are hereinafter defined; and

**WHEREAS,** the PROJECT SPONSOR will complete design plans for a sidewalk connection on MD 261 to Chesapeake Village Boulevard.

**WHEREAS,** reimbursement of expenses for a PROJECT under the TA PROGRAM is subject to meeting State and Federal requirements; and

**WHEREAS,** the PROJECT SPONSOR is required to provide certain funding for the PROJECT; and

**WHEREAS,** the PROJECT SPONSOR and MDOT SHA acknowledge the need to define the responsibilities and obligations of each party with regard to the PROJECT; and

**WHEREAS,** the construction of the PROJECT described in this MOU is in the mutual interest of the parties and of the citizens of Calvert County and the State of Maryland.

**WHEREAS,** MDOT SHA is responsible for the oversight and assistance to the PROJECT SPONSOR’s project financed with federal funds in accordance with Title 23 U.S.C; 23CFR 635.105; containing regulations (general and permanent rules published in the Federal Register) relating to highways including 2 CFR200. Regulations based on Civil Rights requirements in 49 CFR Part 21, the Uniform Relocation Assistance and Real Property Policies, and other Federal laws and regulations set forth procedures

whereby services and facilities of the PROJECT SPONSOR may be utilized on federally aided projects and require that an agreement be executed between MDOT SHA and the PROJECT SPONSOR setting forth the conditions under which any project would be implemented; MDOT SHA determines a sub-recipient of Federal funds is able to satisfy the following under (23 U.S.C. 106(g)(4)); and

**WHEREAS,** the PROJECT SPONSOR has adequate project delivery systems and sufficient accounting controls to properly manage projects; and

**WHEREAS,** the PROJECT SPONSOR is staffed and equipped to perform work satisfactory cost-effectively actively and adequate staffing and supervision exists to manage the Federal project; and

**WHEREAS,** All parties to this MOU shall comply with the requirements of **APPENDIX A** (2 pages) and **APPENDIX E** (1 page) of MDOT SHA's Standard Title VI/Non-Discrimination Assurances DOT Order No. 1050.2A which is generally set forth non-discriminatory regulations and other civil rights-related regulations. **APPENDIX A** and **APPENDIX E** are attached hereto and incorporated herein as substantive parts of this document. The term "Acts" in Appendix A refers to Title VI of the Civil Rights Act of 1964. The term "Regulations" in Appendix A refers to 49 CFR Part 21 and 28 CFR Section 50.3. The term "Recipient" in Appendix A refers to MDOT SHA.

**WHEREAS,** the PROJECT SPONSOR desires to cooperate with MDOT SHA in carrying out the PROJECT in accordance with the regulations, policies and procedures of the Federal Highway Administration (FHWA), with the provisions of MDOT SHA's, USDOT Order dated August 14, 2014 and Stewardship Agreement between MDOT SHA/FHWA dated May 21, 2015, where applicable.

**NOW, THEREFORE,** in consideration of the premises and of the mutual promises between MDOT SHA and the PROJECT SPONSOR, as set forth herein, the adequacy of which is hereby acknowledged, the parties hereby agree to the following:

**I. DEFINITIONS**

- A. "ACTUAL PROJECT COST" is the total actual cost to design the PROJECT. The ACTUAL PROJECT COST may be more or less than the ESTIMATED PROJECT COST and will be determined after the PROJECT has been completed.
- B. "APPLICATION" is the written document submitted by the PROJECT SPONSOR describing the PROJECT.
- C. "AWARD" is the amount of TA PROGRAM funds allocated for this PROJECT which is MDOT SHA's contribution toward the ACTUAL PROJECT COST.

- D. “ESTIMATED PROJECT COST” is the total estimated cost to design the entire PROJECT. The ESTIMATED PROJECT COST includes, but is not limited to, design, construction, utility relocation, and required right-of-way acquisitions.
- E. “MATCH” is the monetary contribution toward activities directly related to the ACTUAL PROJECT COST. MATCH includes contributions by the PROJECT SPONSOR and can include partners and funding sources other than the TA PROGRAM. The MATCH shall be at least twenty percent (20%) of the ACTUAL PROJECT COST.

## **II. DESCRIPTION OF PROJECT**

The Transportation Alternatives Program is a reimbursable, federally funded program for transportation-related community projects designed to strengthen the intermodal transportation system. TA Program supports communities in their development of projects that improve residents’ quality of life and enhance their travel experience, regardless of travel mode. The program fosters more choices for travel by providing funding for projects that enhance the cultural, aesthetic, historic and environmental aspects of the intermodal transportation system. The program can also assist with funding for projects that do the following:

- Create pedestrian and bicycle facilities;
  - Infrastructure and non-infrastructure improvements, within a two (2) mile radius to aid elementary and middle schools.
- A. The PROJECT shall consist of Completing design plans from thirty (30) to one hundred (100) percent for a sidewalk connection on MD 261 from the existing sidewalk terminus at Chesapeake Beach Elementary School extending within the Town limits to “F” Street along Old Bayside Road and extending South along MD 261 to Chesapeake Village Boulevard.
- B. PROJECT activities include planning, and engineering design from thirty (30) percent to one hundred (100) percent.
- C. Although PROJECT activities under MOU do not include construction, the Federal Highway Administration requires that construction of the Federal-Aid PROJECT will be underway within ten (10) years of the execution date of this MOU, on property owned in fee simple by or on perpetual easements held by the PROJECT SPONSOR and in compliance with MDOT SHA and Federal guidelines. The constructed Federal Aid PROJECT will be owned and maintained by the PROJECT SPONSOR.

## **III. PROJECT FUNDING**

- A. The PROJECT term will be a total of 60 months or 5 years.
- i. All PROJECT activities must be completed on or before the end of the PROJECT term set out above.

- B. The AWARD shall not exceed the lesser of **ONE HUNDRED SIXTY THOUSAND DOLLARS (\$160,000)** or eighty percent (80%) of eligible ACTUAL COSTS, whichever is the lesser amount.
- C. The ESTIMATED PROJECT COST for the PROJECT is **TWO HUNDRED THOUSAND DOLLARS (\$200,000)**. The basis for determining the ESTIMATED PROJECT COST is contained in the APPLICATION, included herein by reference.
- D. Only approved activities as stated within this MOU directly related to eligible TA Program activities are eligible for TA Program funding.
- E. If the ACTUAL PROJECT COST *exceeds* the ESTIMATED PROJECT COST, the PROJECT SPONSOR shall be solely responsible for such additional costs. The AWARD shall not be increased to reflect the higher ACTUAL PROJECT COST.
- F. If the ACTUAL PROJECT COST is *less* than the ESTIMATED PROJECT COST, the AWARD may be reduced to eighty percent (80%).
- G. the PROJECT term shall begin on the date of the execution of the MOU and shall end on the same month and day *five years later*.
- H. All project activities must be completed on or before the end of the PROJECT term.
- I. If MDOT SHA denies the PROJECT SPONSOR's request to extend the advertisement date for all or any part of the PROJECT, MDOT SHA shall not be liable for any expenses of any kind incurred by the PROJECT SPONSOR with respect to all or any part of the PROJECT.
- J. If the PROJECT cannot be completed as described in MOU then the AWARD will be withdrawn and the PROJECT SPONSOR shall return to MDOT SHA all AWARD monies previously paid to the PROJECT SPONSOR, immediately upon request by MDOT SHA. If the PROJECT SPONSOR fails to return the AWARD monies due to project non-completion, as stated herein, then MDOT SHA may make a deduction from the PROJECT SPONSOR's share of Highway User Revenues in an amount equal to the AWARD monies previously paid to the PROJECT SPONSOR.
- K. If any part of the TA Program FUNDING AWARD funds obligated by this MOU will be used to purchase Educational Materials (including booklets, brochures, posters, fact sheets, book covers, book marks, materials designed to be distributed to the public at large), incentive items (including pens, mugs, and materials designed to be distributed to the public at large), and paid media (including TV, radio, and print PSAs, as well as press items), separate written approval (in addition to the Project Agreement) shall be obtained from TA Program Manager prior to initiating the purchase. The Pre-Approval Request shall be submitted using the Educational Material/Incentive Item/Media Request.



- i. Once approval is obtained, the SRTS and MDOT SHA logo will be provided to be included with equipment, fliers, newsletter, and incentive/media items.
- L. All educational material to be provided shall include reasonable accommodations for people who are hearing impaired and who have limited English proficiency in compliance with the Americans with Disabilities Accessibility Guidelines as established in pursuant to the Americans with Disabilities Act of 1990 (ADA), as amended. Requests for reimbursement for any such items not previously approved in writing will be denied.
- M. If any part of the TA Program FUNDING AWARD funds obligated by this MOU will be used to cover Travel not specified in the MOU (location/purpose/name(s)/position(s)/number of days), a Pre-Approval Request for travel shall be submitted prior to initiating the expense. Approval by the TA Program Manager is required prior to initiating the expense. Requests for reimbursement for any such travel not previously approved in writing will be denied.
- N. In making requests for reimbursement, Project Sponsor must comply with the cost principles set forth in [2 CFR Part 225 - Cost Principles for State, Local and Indian Tribal Governments \(OMB Circular A-87\)](#), [2 CFR Part 220 - Cost Principles for Educational Institutions \(OMB Circular A-21\)](#), or [2 CFR Part 230 - Cost Principles for Nonprofit Organizations \(OMB Circular A-122\)](#) , as applicable.

#### IV. PROJECT MATCH

- A. The MATCH is estimated to be **FOURTY THOUSAND DOLLARS (\$40,000)**. All match activities must be directly related to the proposed TA Program project.
- B. The MATCH shall include non-federal cash towards ACTUAL PROJECT COST equal to at least twenty percent (20%) of the final AWARD, as contributed towards TA Program-funded construction activities.
- C. With the exception of National Recreational Trail funds, any funds, grants, or activities paid for in whole or part by the United States Department of Transportation, shall not be used as or considered to be a part of the cash portion of the MATCH. (e.g. Sidewalk Retrofit Program funds, Community Safety and Enhancement funds, Urban Street Reconstruction funds)
- D. The amount of MATCH required for any other funds, grants, or activities paid by MDOT SHA, the Maryland Department of Transportation, or the United States Department of Transportation, may not be used as MATCH for the PROJECT.
- E. Maintenance activities, maintenance equipment and other non-essential PROJECT activities do not qualify as MATCH and are not eligible for reimbursement.

#### V. PROJECT PAYMENT

- A. MDOT SHA shall use the AWARD to reimburse the PROJECT SPONSOR for MDOT SHA's share of the ACTUAL PROJECT COST.
- B. Request for reimbursement shall be limited to those expenditures made consistent with the provisions of the MOU stated in *Section II. Project Description, paragraph A* and the cost principles set forth with the TA program.
- C. Reimbursement extends only to those costs incurred during the period of the PROJECT and for which periodic reimbursement reports are submitted no later than one month after the end of the reporting period and in the case of the final reimbursement report, one month after the PROJECT period end date.
- D. The PROJECT SPONSOR shall submit to the TA Program Manager copies of paid invoices to show ACTUAL PROJECT COSTS incurred in performing the PROJECT. Invoices shall contain sufficient documentation and proof of payment, in the MDOT SHA's sole discretion, to evidence actual expenses of items eligible for reimbursement.
- E. ACTUAL PROJECT COSTs deemed not eligible for reimbursement by law and/or by MDOT SHA shall be deducted from each invoice by the amount of the non-eligible portion of the expenses. All such non-eligible ACTUAL PROJECT COSTs shall be borne solely by the PROJECT SPONSOR.
- F. If any other funds, grants, or activities paid for by MDOT SHA, the Maryland Department of Transportation, or the United States Department of Transportation, are used for ACTUAL PROJECT COSTs, separate invoices must be submitted to MDOT SHA.
- G. The PROJECT SPONSOR shall keep written documentation of all ACTUAL PROJECT COSTs and make the documents available upon request by MDOT SHA.
- H. Reimbursement claims received after the MOU end date will be considered for payment on a case-by-case basis with prior written justification explaining the expected delay submitted by the PROJECT SPONSOR.
- I. Prior to the final payment of the AWARD by MDOT SHA, the PROJECT SPONSOR shall certify in writing (a) that the MATCH has been satisfied, and (b) the actual amount of the MATCH.
- J. MDOT SHA shall remit payment to the PROJECT SPONSOR within thirty (30) days following receipt of each invoice, provided:
  - i. the invoice contains all necessary information for processing, in MDOT SHA's discretion,
  - ii. no charges are disputed by MDOT SHA,

- iii. the invoice does not cause the AWARD amount to exceed the actual MATCH amount, and
  - iv. the payment of the invoice does not cause the maximum AWARD to be exceeded.
  
- K. The PROJECT SPONSOR shall invoice MDOT SHA on a monthly OR quarterly basis (after activities have begun) for actual costs incurred and paid by the PROJECT SPONSOR in accomplishing the PROJECT activities. Each invoice shall be accompanied by sufficient documentation, in the sole discretion of MDOT SHA, to evidence actual cost incurred. A sample template is provided as Exhibit B and is submit to change. In addition, the following conditions apply:
  - i. A fully executed MOU needs to be in place prior to any work beginning. Work started prior to a fully executed MOU will be denied.
  
  - ii. The final invoice for reimbursement shall include a written certification from the PROJECT SPONSOR to MDT SHA that all activities associated with the TA funding AWARD have been completed in accordance with State and Federal law and this MOU.
  
- L. MDOT SHA will incur no additional responsibility for reimbursement of ACTUAL PROJECT COSTS after the PROJECT closeout package has been accepted and processed.
  
- M. Funding of the PROJECT is not a guarantee of future TA funding for any future phases of the PROJECT.

## **VI. PROJECT REPORTING**

- A. The PROJECT SPONSOR will provide monthly electronic progress reports to MDOT SHA in the format that will be supplied by MDOT SHA. The report is due to MDOT SHA by email the fifth business day of each month. Right-of-way only project monthly progress reports are required until settlement has occurred.
  
- B. The requirements of MDOT SHA as required in the 2CFR Part 200.501 “Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal awards, issued December 26, 2014 and the Federal Single Act must be followed by those PROJECT SPONSORS receiving \$750,000 or more in federal funds. The Single Audit Act of 1984, PL 98 502 amended by PL 104 156, described in “Office of Management and Budget Circular A-133” requires PROJECT SPONSOR to obtain an audit that includes internal controls and compliance with Federal laws and regulations of all federally fund programs in which the PROJECT SPONSOR participates.

## **VII. DESIGN OF PROJECT**

- A. Prior to the advertising the PROJECT, prepare and submit to MDOT SHA in a timely manner all environmental studies and environmental documentation required for the PROJECT under applicable State and/or Federal law, including but

not limited to those required for National Environmental Policy Act (NEPA) approval.

- i. Environmental Permits – Prior to the commencement of PROJECT work, apply for and obtain all permits required by State and/or Federal authorities, including but not limited to Erosion and Sediment Control, Storm Water Management, Critical Areas and Wetlands.
  - ii. Other permits – Prior to the commencement of PROJECT work, apply for and obtain all permits required by federal, state or local authorities including Utility Permits, Traffic Control Plans and any required permit issued by the MDOT SHA’s District Office, if any part of the PROJECT is located within or along MDOT SHA right-of-way.
- B. Coordinate and conduct any required public hearings or requests for public input.
- C. If seeking AWARD funding for design, the project sponsor must adhere to all State and Federal regulations pertaining to hiring a design consultant or project manager. Obtain approval from MDOT SHA prior to hiring a design consultant or project manager.
- D. Prior to issuance of any Request for Proposal (RFP), submit any proposed RFP to MDOT SHA for review and approval.
- E. PROJECT SPONSOR must comply with the State and Federal procurement requirements as set forth in Section 18.36 Procurement of [49 CFR Part 18 - Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments](#) or [49 CFR Part 19 - Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and other Non-Profit Organizations](#), as applicable.
- F. Design the PROJECT to be accessible to individuals with physical disabilities in accordance with Federal and State requirements.
- G. PROJECT SPONSOR, to the indemnity and save harmless the State of Maryland, the MDOT SHA, and their respective members, officers, agents, employees and contractors from and against any and all claims, actions, damages, liability and expenses, including reasonable attorneys’ and other professional fees, in connection with the loss of life, personal injury, or damage to property arising out of or in any way connected to the PROJECT or caused by any act or failure to act by the PROJECT SPONSOR, its contractors, or its agents, unless claims, actions, damages or liability arises out of the negligent acts of the MDOT SHA, or its agents or contractors. The PROJECT SPONSOR’s liability under this paragraph is subject to, limited by, and contingent upon the appropriation and availability of funds, as well as the notice requirements and damages limitations stated in the Local Government Tort Claims Act.Md.Code Ann..Cts&Jud.Proc.Sec.5-301.et seq.(the “LGTCA”): and Md.CodeAnn..Cts.&Jud.Proc.&5-5A-02.(together the “County Indemnification Statues”), all as amended from time to time. This indemnification is not intended to create any rights or causes in any third parties or

to increase the Project Sponsor's liability over and above the caps provided in the Indemnification Statutes, as applicable.

- H. Notify the TA Program Manager at least 60 days before PROJECT is complete to schedule a closeout meeting.

## **VIII. PROJECT SPONSOR SHALL**

- A. In the event that MDOT SHA undertakes future highway-related improvements within MDOT SHA's right-of-way that impact the PROJECT, the PROJECT SPONSOR shall be responsible for the redesign and relocation of the PROJECT, at the PROJECT SPONSOR's sole expense.
- B. Perform, at the PROJECT SPONSOR's sole responsibility and cost, all maintenance of the PROJECT, both during and after completion of the PROJECT. This includes, but is not limited to, structural repair, storm water management, aesthetic treatments, safety amenities, graffiti removal, painting, cleaning, trash removal, security, and enforcement of regulations and laws affecting the PROJECT.
- C. If a public event is scheduled for the PROJECT, notify MDOT SHA's Office of Communications at least thirty (30) days prior to the event. Public events must be coordinated with the MDOT SHA's Office of Communications prior to proceeding with the event. Failure to do so will jeopardize future TA Program funding for the PROJECT SPONSOR.
- D. The PROJECT SPONSOR, to the maximum extent permitted by law and in accordance with conditions and procedures in the Local Government Tort Claims Act, hereby agrees to indemnify, defend and save harmless the State of Maryland, the SHA, and their respective members, officers, agents, employees and contractors from and against any and all claims, actions, damages, liability and expenses, including reasonable attorneys' and other professional fees, in connection with the loss of life, personal injury, or damage to property arising out of or in any way connected to the PROJECT or caused by any act or failure to act by the PROJECT SPONSOR, its contractors, or its agents.

## **XII. MDOT SHA SHALL:**

- A. Provide review and comment on the PROJECT design plans, specifications and estimates submitted by the PROJECT SPONSOR at major design milestones.
- B. Following receipt of all PROJECT documents requiring MDOT SHA approval, provide written certification of acceptance of the PROJECT in accordance with Title 23 of Federal requirements, <http://www.fhwa.dot.gov/legsregs/directives/cfr23toc.htm>.
- C. Provide the AWARD as the PROJECT SPONSOR fulfills its obligations pursuant to this MOU and submits invoices to MDOT SHA for ACTUAL PROJECT COSTS, as determined solely by MDOT SHA.

- F. Process the request from the PROJECT SPONSOR for final payment after receiving the completed closeout package from the PROJECT SPONSOR.
- G. Upon receipt and approval of the closeout package, reimburse within 30 days to the PROJECT SPONSOR the five (5) percent withholding of the ACTUAL PROJECT COST.

### **XIII. GENERAL**

- A. This PROJECT is subject to the TA Program Milestone Policy, which is included herein by reference and located online at [http://roads.maryland.gov/OPPEN/Milestones\\_Policy.pdf](http://roads.maryland.gov/OPPEN/Milestones_Policy.pdf)
- B. In the event that the PROJECT does not meet the provisions of the Milestone Policy and funding is withdrawn,
  - i. all obligations of the MDOT SHA with regard to the PROJECT or any withdrawn portion of the PROJECT will cease;
  - ii. MDOT SHA shall not be liable for any expenses of any kind incurred by the PROJECT SPONSOR with respect to all or any part of the PROJECT;
  - iii. If the PROJECT does not meet the provision of the Milestone Policy and cannot be completed as described in the MOU, then the AWARD will be withdrawn and the PROJECT SPONSOR shall return any disbursed funds to MDOT SHA, immediately upon request. If the project sponsor fails to return the disbursed AWARD monies as stated herein, then MDOT SHA may make a deduction from the PROJECT Sponsor's share of Highway User Revenues in an amount equal to the AWARD monies previously paid to the PROJECT SPONSOR.
- C. The AWARD for the PROJECT shall be used for the purposes stated in this MOU only and shall not be redirected by the PROJECT SPONSOR for any other purpose.
- D. At the time of the PROJECT close out, any portion of the AWARD not used or needed for the PROJECT shall revert to MDOT SHA for distribution to other TA PROGRAM projects in MDOT SHA's sole discretion.
- E. This MOU shall ensure to and be binding upon the parties hereto, their respective agents, successors, and assigns. However, the PROJECT SPONSOR shall not assign its interests in this MOU without prior written consent of MDOT SHA, which may be reasonably withheld.
- F. This MOU and the rights and liabilities of the parties hereto shall be governed in accordance with Maryland law.

- G. Pursuant to the requirement of the State Finance and Procurement Article of the Annotated Code of Maryland and any amendments thereto; the Maryland Governor's Executive Order barring discrimination; Section 22(a) of the Federal Aid Highway Safety Act of 1968 (23 USC 22(a)); and Section 504 of the Rehabilitation Act of 1973 as amended (29 USC 794), employment in connection with this project will be provided without regard to political or religious opinion or affiliation, race, color, creed, sex, national origin, or physical or mental handicap.
- H. The PROJECT SPONSOR is subject to and shall comply with the above cited requirements and with Title VI of the Civil Rights Act of 1964 (PL88-352), to the end that no person shall, on the ground of political or religious opinion of affiliation, race, creed, sex, national origin or physical/mental handicap, be excluded from participation in, be denied benefits of, or be otherwise subject to any discrimination under this project.
- I. Only steel, iron and manufactured items produced in the United States shall be used in carrying out this PROJECT, in accordance with the provisions of the Buy America act (23 USC 101 Note).
- J. The signatories for the PROJECT SPONSOR and Fund Recipient certify that the PROJECT SPONSOR and Fund Recipient will provide a drug-free workplace in accordance with the Federal Drug-Free Workplace Act of 1988 ([49 CFR Part 29 Subpart F](#)).
- K. The PROJECT SPONSOR shall not, nor will it make any award or permit any award (sub-grant or contract) at any tier to any party which is **debarred or suspended** or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 – Debarment and Suspension.
- L. With regard to Federal contracts, grants, loans and cooperative agreements, the signatories for the PROJECT SPONSOR and Fund Recipient certify to the best of their knowledge and belief that pursuant to 31 USC 1352, they are in compliance with the Lobbying Restrictions placed on the use of federal funds.
- M. None of the funds under this MOU will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., “grassroots”) lobbying activities, with one exception. This does not preclude a state official whose salary is supported with FHWA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, such as invited testimony before a legislative body, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.
- N. In accordance with Section 4 of [Executive Order 13513 – Federal Leadership On Reducing Text Messaging While Driving](#), the signatories for the PROJECT SPONSOR and Fund Recipient will seek to adopt and enforce policies that ban text

messaging while driving government-owned vehicles when on official project business or when performing any work for or on behalf of the PROJECT. This includes PROJECT SPONSOR employees and contractors or consultants hired by the PROJECT SPONSOR to perform work on the project.

- O. Pursuant to the requirements of [49 CFR Part 18, Section 18.42 – Retention and Access Requirements for Records](#), the PROJECT activities covered by this MOU are subject to audit. Therefore, all documents and records subject to audit shall be retained by SHA and PROJECT SPONSORS for a minimum of seven (7) years after the final payment has been received. If there is an action resulting from an audit or other action started before the expiration of the seven-year period, the records shall be retained until completion of the action and resolution of all issues or the end of the seven-year period, whichever is later.
- P. All notices and/or invoices, if to the Town, shall be addressed to:

Ms. Holly Kamm Wahl  
Town Administrator  
Town of Chesapeake Beach  
8200 Bayside Road  
P.O. Box 400  
Chesapeake Beach, MD 20732  
Phone: 301-938-4061  
E-mail: [hwahl@chesapeakebeachmd.gov](mailto:hwahl@chesapeakebeachmd.gov)

If to MDOT SHA:

Mr. Ron Ergott, District Engineer, District 5  
MDOT SHA  
138 Defense Hwy  
Annapolis, MD 21401  
Phone 410-841-1031  
E-mail: [regott@mdot.maryland.gov](mailto:regott@mdot.maryland.gov)

All invoices for TA FUNDING approved for payment shall be forwarded for processing to:

Ms. Christy Bernal, TA Program Manager  
Regional and Intermodal Planning Division  
MDOT SHA  
Mail Stop C-502  
707 N. Calvert Street  
Baltimore MD 21202  
Phone: 410-545-5659  
Fax: 410-209-5025  
E-mail: [cbernal@mdot.maryland.gov](mailto:cbernal@mdot.maryland.gov)





**IN WITNESS WHEREOF**, the parties hereto have caused this Memorandum of Understanding to be executed by their proper and duly authorized officers, on the day and year first above written.

**MARYLAND DEPARTMENT OF TRANSPORTATION  
STATE HIGHWAY ADMINISTRATION**

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Tim Smith, P.E. Date  
Administrator

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

RECOMMENDED FOR APPROVAL

\_\_\_\_\_  
Dayna Pachman  
Assistant Attorney General

\_\_\_\_\_  
C. Scott Pomento, P.E.,  
Director of Office of Planning and Preliminary  
Engineering

\_\_\_\_\_  
William J. Bertrand  
Director of Office of Finance

**MAYOR and TOWN OF CHESAPEAKE BEACH**

**ATTEST:**

\_\_\_\_\_

BY : \_\_\_\_\_  
Patrick J. Mahoney, Mayor

BY : \_\_\_\_\_  
Lawrence P. Jaworksi, Council Vice President

BY : \_\_\_\_\_  
Keith L. Pardieck, Councilman

BY : \_\_\_\_\_  
Gregory J. Morris, Councilman

BY : \_\_\_\_\_  
Valerie Beaudin, Councilwoman

BY : \_\_\_\_\_  
Charlie Fink, Councilman

BY : \_\_\_\_\_  
Margaret Hartman, Councilwoman

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:**

\_\_\_\_\_

**RECOMMENDED FOR APPROVAL**

\_\_\_\_\_

## APPENDIX A OF THE TITLE VI ASSURANCES

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or the Federal Highway Administration as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the Contractor under the contract until the Contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

## APPENDIX E OF THE TITLE VI ASSURANCES

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

### Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).



To: The Honorable Mayor and Town Council  
Subject: Board of Education MOU  
Date: July 8, 2022

From: Holly Wahl, Town Administrator

---

## **I. BACKGROUND:**

The Calvert County Board of Education owns a tennis court that has been historically utilized as an open space for the community when it is not in use by the school.

As part of the new school construction, the Town Administration has coordinated with the Director of Construction for Calvert County Public Schools. Through this coordination, the Town has become aware that the Board of Education is interested in executing an agreement with the Town related to taking over the maintenance of the tennis court area.



## **II. MEMORANDUM OF UNDERSTANDING:**

The Board of Education has provided the attached draft MOU for Town Council consideration (attached as Exhibit A).

## **III. RECOMMENDATION:**

It is recommended that Town Council review the MOU and provide any feedback so that the Town can coordinate with the BOE on the details of the agreement to determine if there is a solution that is workable for both entities.

**AGREEMENT**

**THIS MEMORANDUM OF UNDERSTANDING** (hereinafter referred to as “MOU”) entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Board of Education of Calvert County, a body politic and corporate of the State of Maryland, (hereinafter referred to as the “BOE”) and the Town of Chesapeake Beach (hereinafter referred to as the “Town”). Throughout this MOU, the BOE and the Town may also be referred to as party or parties to this MOU.

**RECITALS**

The term of this MOU shall terminate on June 30, 2025, at which time either party has the right to renew, subject to any revisions, as agreed upon by both parties.

**WHEREAS**, the purpose and intent of this MOU is to memorialize the agreement of the parties hereto with regard to the use of the Tennis Courts located on the Beach Elementary School property, (hereinafter referred to as the “Facility”, and,

**WHEREAS**, the BOE and the Town desire to establish a partnership to allow the Town to use the Facility for the benefit and enjoyment of the community, and,

**WHEREAS**, the BOE and the Town desire to enter into this MOU to establish terms and conditions for the use of the Facility;

**WITNESSETH**

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein, the parties hereby agree as follows:

**USE OF TENNIS COURTS AT BEACH ELEMENTARY SCHOOL (The Facility)**

The BOE policy and administrative procedures, which have been developed to guide the use of school facilities by community groups, shall apply to the Town, with the following exceptions:



Usage of the Facility located at Beach Elementary School, by the Town after 4:30PM, Monday through Friday, and all day on Saturdays, Sundays, and Holidays. Non-school sponsored requests for use during the designated times that the Town is in control, shall be submitted directly to the Town for consideration, and if available, will be referred back to the BOE for approval.

**THE TOWN AGREES TO:**

1. Pay for repairs noted in **Exhibit A – Beach Elementary School Tennis Court Repairs Proposal**, prior to use of the Facility.
2. Designate an approved representative to coordinate the use of the Facility, any required scheduling and supervision of formal activities and the participants engaged in such formal activities.
3. Comply with the provisions of Policy 8120 of the BOE. The Town will provide the BOE a list of organizations that are sanctioned to use the Facility. All groups and individual users shall operate in compliance with all BOE and Town policies and procedures during any Town activities conducted on BOE property.
4. Install signage at the entrance to the Facility, noting rules for use of Facility in compliance with BOE and Town policies. Signage shall be mutually agreed upon by both parties, prior to installation. Signage shall be installed prior to use of the Facility.
5. Be responsible for notifying the public of all cancellations and changes in Town activities.
6. Bear all responsibility for maintenance, upkeep, and operational costs related to the Facility. Operation & Maintenance Recommendations noted in **Exhibit B – O&M for Tennis Courts**, shall be followed.
7. In cases of inclement weather (rain, snow, ice, etc.), to make every effort to prevent damage to the Facility; including, if necessary, the cancellation of all activities on affected Facility.
8. Ensure that the operations, programs and events held at the Facility shall in no way interfere with the BOE's operations, nor any simultaneous BOE or outside group activities occurring on the Beach Elementary School property. BOE-sponsored activities are paramount and take priority over all Town or third-party individual/group activities

occurring on the Beach Elementary School property. Moreover, it may be necessary to temporarily halt the use of the Beach Elementary School property by Town or third-party individuals/groups whenever BOE-sponsored activities are scheduled.

9. Provide a sufficient number of volunteers to staff any formal programs or events.

10. Remove trash from the Facility following use and on a weekly basis.

### **FACILITY MAINTENANCE**

1. Maintenance shall be in accordance with **Exhibit B – O&M for Tennis Courts**

2. Permanent structures and equipment of any kind shall not be permitted or installed by the Town, any of its associates or affiliates, on BOE property without prior written BOE approval. Extensive maintenance or renovations to the Facility shall be scheduled in advance and may deviate from the general schedule. No maintenance shall be performed while students are present, unless approved by the BOE in advance.

### **CERTIFICATE OF INSURANCE**

1. **Certificate** - The Town shall be required to obtain at its own expense and keep in full force and effect during the period of this MOU, a policy or policies of comprehensive general liability insurance, with a minimum limit of one million dollars (\$1,000,000) bodily injury and one million dollars (\$1,000,000) property damage. The BOE and its elected or appointed officials, agents and employees are to be named as an additional insured under all coverages except Worker's Compensation, business automobile liability and construction manager's errors and omissions liability, and the certificate of insurance, or the certified policy, if requested, must so state this. Coverage afforded under this paragraph shall be primary as respects the Board of Education of Calvert County, its elected or appointed officials, agents and employees. All insurance shall include the following provision: "It is agreed that this policy is not subject to cancellation, non-renewal, material change, or reduction in coverage until sixty (60) days prior written notice has been given to the Board of Education of Calvert County. The phrases "endeavor to" and "...but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents, or representatives" are to

be eliminated from the cancellation provision of standard ACORD certificates of insurance. A copy of the insurance policy shall be provided to the BOE yearly.

**2. Waiver of Subrogation** - To the fullest extent permitted by law, the Town and its employees, officials, volunteers, agents and representatives waive any right of recovery against the BOE and their elected and appointed officials, officers, volunteers, consultants, agents and employees for any and all claims, liability, loss, damage, costs or expense (including attorneys' fees) arising out of the Town's use or occupancy of the Facility or arising out of the Town's operations on, at or adjacent to the Facility. Such waiver shall apply regardless of the cause of origin of the loss or damage, including the negligence of the Town and its elected and appointed officials, officers, volunteers, consultants, agents and employees. The Town shall advise its insurers of the foregoing and such waiver shall be provided under the Town's commercial property and liability insurance policies and the Town's workers compensation insurance policy, if any.

### **RELATIONSHIP OF PARTIES**

Both parties agree that nothing in this MOU shall be construed as creating an employment agreement, a partnership agreement or a lease agreement, nor does this MOU create any relationship, other than that of a licensee and licensor between the BOE and the Town.

## **NON-DISCRIMINATION POLICY**

The BOE and the Town do not discriminate on the basis of race, color, religion, sex, age, ancestry or national origin, familial status, marital status, physical or mental disability, sexual orientation, genetic information or age in its programs and activities and provides equal access to other designated youth groups. The following persons have been designated to handle inquiries regarding the non-discrimination policies:

For BOE:

Director of Human Resources  
Director of Student Services  
1305 Dares Beach Road  
Prince Frederick, MD. 20678  
443-550-8000

For Town:

## **EMPLOYMENT OF SEX OFFENDERS**

Maryland Law requires certain sex offenders to register with the State and with the local law enforcement agency in the county in which they reside work, and/or attend school. Section 11-722 (c) & (d) of the Criminal Procedure Article of the Annotated Code of Maryland states, "A person who enters into a contract with a county board of education or a nonpublic school may not knowingly employ an individual to work at a school if the individual is a registrant." A person who violates this section is guilty of a misdemeanor and on conviction is subject to imprisonment not exceeding 5 years, or a fine not exceeding \$5,000, or both. If a registered sex offender, as determined by the definition contained in the Criminal Procedures Article of the Annotated Code of Maryland, is employed or contracted by the Town, then the Town is prohibited from assigning that employee or contractor to perform management, delivery, installation, repair, construction, or any type of services on any Board property. Violation of this provision may result in Termination for Cause.

## **CRIMINAL BACKGROUND**

Section 6-113 of the Education Article of the Maryland Code requires that a contractor/vendor or subcontractor for a local school system may not knowingly assign an employee to work on school property with direct, unsupervised, and uncontrolled access to children if the employee has been convicted of or pled guilty or nolo contendere to a crime involving a sexual offense, child sexual abuse, and crimes of violence. The contractor/vendor shall require of its employees and any employee of a subcontractor or agent, who will have direct, unsupervised and uncontrolled access to children on school premises, to be fingerprinted and undergo a criminal history records check, as required by Section 5-560 of the Family Law Article, Annotated Code of Maryland. The vendor/contractor will not knowingly assign an employee, or permit any employee of a subcontractor or agent, to work with direct unsupervised and uncontrolled access to children on school premises if the employee has been convicted of or pled guilty or entered a plea of nolo contendere to child sexual abuse, a crime of violence, or a sexual offense in the third or fourth degree under the criminal laws of the State of Maryland. Violation of this provision may result in Termination for Cause.

## **TERMINATION FOR CAUSE**

Violation of any material provision of this MOU shall entitle the non-breaching party to terminate this MOU immediately for cause. Examples of material breaches include but are not limited to the failure to obtain and maintain adequate insurance, the failure to supervise the use of the facilities, and permitting of registered sex offenders to perform services on BOE property. Notice of termination for cause shall be given in writing by the Superintendent of CCPS to the Town Mayor, or vice versa as the case may be.

## **FORCE MAJEURE**

In the instance of events beyond the responsible control of either party, such as war, riots, fire, flood, hurricane, typhoon, earthquake, lightning, explosion, or strikes, parties shall not be liable for any failure of or delay in the performance of this agreement for the period that such failure or delay.

### **MODIFICATIONS**

This MOU represents the entire understanding between the parties. None of the conditions or propositions of this MOU shall be held as having been waived or modified in any way by any act or knowledge of the parties hereto, or their agents, except on the evidence of any instrument in writing signed by all the signatories to this MOU. This MOU supersedes any and all prior understandings or agreements, either oral or written, between the BOE, or its agents or employees, and the Town concerning the terms, conditions, and services rendered under this MOU. Both parties will review above schedules and uses annually and amend this contract as necessary.

### **MARYLAND LAW PREVAILS**

The provisions of this MOU shall be governed by the laws of Maryland, and Calvert County shall be the exclusive venue for any disputes arising under this MOU. The parties hereby waive the right to a jury trial on any dispute arising under this MOU.

**IN WITNESS WHEREOF**, the parties have executed this AGREEMENT on the date first written above.

**For the Town of Chesapeake Beach, Maryland:**

---

Pat Mahoney, Mayor  
Town of Chesapeake Beach

**For the Board of Education of Calvert County:**

---

Dr. Andraé Townsel  
Superintendent of Schools

BEACH ELEMENTARY SCHOOL  
TENNIS COURTS MOU  
EXHIBIT A



**FORMERLY AMERICAN TENNIS COURTS**

04-07-2022

Ms. Shuchita Warner  
Calvert County Public Schools  
1305 Dares Beach Road  
Prince Frederick, MD 20678

**RE: Tennis Court Refurbishment at Beach Elementary School –Two (2) Tennis Courts**

Dear Ms. Warner

We are please to submit to **Calvert County Public Schools** ("the Customer") the following lump sum price of **\$220,087.75** , to perform the following work at the above referenced project. All the prices are based on items from The National Cooperative Purchasing Alliance Concract NCPA#08-18.

Item 71	MODIFIED - Asphalt Milling Up to 8"	\$9.30	6,160	Square Yards	\$	57,288.00
Item 15	Add Up to 100 Tons Stone and Fine Grade Existing Stone. Includes disposal fo Millings ( <b>Replacement of existing stone base is EXCLUDED</b> )	\$55.45	935	Tons	\$	51,845.75
Item 13	Base Asphalt-2 inches compacted	\$15.55	1,540	Square Yards	\$	23,947.00
Item 14	Surface Asphalt- 2 inches compacted	\$15.55	1,540	16	\$	23,947.00
Item 24	Remove and Replace Fencing Completely	\$4.75	4,800	Sqaure Feet	\$	22,800.00
Item 25	Furnish and Install Middle Rail	\$7.55	480	Linear Feet	\$	3,624.00
Item 25	Furnish and Install Bottom Rail	\$7.55	480	Linear Feet	\$	3,624.00
Item 19	Remove and Replace Pedestrian Gate	\$803.25	2	Each	\$	1,606.50
Item 16	Remove & Replace Net Post Footer	\$1,349.25	4	Each	\$	5,397.00
Item 17	Remove & Replace Center Anchor	\$10.00	2	Each	\$	20.00
Item 11	Install Saw Cuts	\$47.90	80	Cubic Yards	\$	3,832.00
Item 1	Crack Filling Saw Cuts	\$3.70	235	Linear Feet	\$	869.50
Item 2	Crack Repair Saw Cuts	\$11.20	235	Linear Feet	\$	2,632.00
Item 3	Resurfacer-Acrylic	\$3.95	1,540	Square Yards	\$	6,083.00
Item 4	Color Coat Application-Acrylic	\$6.60	1,540	Square Yards	\$	10,164.00
Item 6	Playing Line Application	\$1.05	960	Linear Feet	\$	1,008.00
Item 32	Remove and Replace Pickleball Net Posts	\$400.00	2	Set	\$	800.00
Item 33	Furnish and install Pickleball Net	\$300.00	2	Each	\$	600.00
						<b>\$ 220,087.75</b>

**NOTE: ABOVE PRICE IS BASED ON PAVING TO EXISTING PITCH AND GRADE. REPLACEMENT OF EXISTING STONE BASE IS EXCLUDED AND ABOVE PRICE BASED ON A PROPER EXISTING STONE BASE IN GOOD CONDITION AND AT PROPER**



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**THICKNESS. ELECTRIC TO MARKED AND REMOVED BY OTHERS. PROPER ACCESS TO BE PROVIDED BY OTHERS.**

We hope firm consideration will be given to our proposal so that we may have the opportunity to assist you in maintaining a quality facility. If you have any questions, or if I can be of further service to you, now or in the future, please do not hesitate to contact me at 1-410-477-4400 EXT.117.

Very Truly Yours,

Nick Rouhana  
ATC CORP

BEACH ELEMENTARY SCHOOL  
TENNIS COURTS MOU  
EXHIBIT A  
EST. 1945



**FORMERLY AMERICAN TENNIS COURTS**

04-07-2022

Ms. Shuchita Warner  
Calvert County Public Schools  
1305 Dares Beach Road  
Prince Frederick, MD 20678

**RE: Tennis Court Repairs Proposal at Beach Elementary School – Two (2) Tennis Courts**

Dear Ms. Warner,

We are please to submit to **Calvert County Public Schools** ("the Customer") the following lump sum price of **\$24,246.00**, to perform the following work at the above referenced project. All the prices are based on items from The National Cooperative Purchasing Alliance Concract NCPA#08-18.

	<u>Unit Price</u>	<u>Amount</u>	<u>Unit</u>	<u>Total</u>
Item 30 Hot water pressure washing of surface	\$1.65	1,540	Square Yards	\$ 2,541.00
Item 1 Crack Filling	\$3.70	420	Linear Feet	\$ 1,554.00
Item 8 Leveling Compound Patch Low Areas	\$6.25	460	Square Feet	\$ 2,875.00
Item 2 Crack Repair	\$11.20	420	Linear Feet	\$ 4,704.00
Item 4 Color Coat Application-Acrylic	\$6.60	1,540	Square Yards	\$ 10,164.00
Item 6 Playing Line Application-Tennis Court	\$1.05	960	Linear Feet	\$ 1,008.00
Item 32 Remove and Replace Tennis Net Posts	\$400.00	2	Set	\$ 800.00
Item 33 Furnish and install Tennis Net and Strap Assembly	\$300.00	2	Each	\$ 600.00
				<b><u>\$ 24,246.00</u></b>

**NOTE: THE ABOVE PRICING IS FOR THE LISTED ITEMS ONLY. NO OTHER ITEMS ARE INFERRED OR IMPLIED AND NO OTHER ITEMS, WHETHER IN THE SPECIFICATIONS OR DRAWINGS, WILL BE PERFORMED FOR THESE ITEM PRICES. PRICING BASED ON NON PREVAILING WAGES.**

We hope firm consideration will be given to our proposal so that we may have the opportunity to assist you in maintaining a quality facility. If you have any questions, or if I can be of further service to you, now or in the future, please do not hesitate to contact me at 1-410-477-4400 EXT.117.

Very Truly Yours,

Nick Rouhana  
ATC CORP

BEACH ELEMENTARY SCHOOL  
TENNIS COURTS MOU  
EXHIBIT B

**EST. 1945**

**ATC**  
**C O R P**

**FORMERLY AMERICAN TENNIS COURTS**

February 17, 2022

Ms. Shuchita Warner  
Calvert County Public Schools  
1305 Dares Beach Road  
Prince Frederick, MD 20678

**RE: O&M for Tennis Courts**

Dear Ms. Warner,

- A) All loose dirt and debris shall be cleaned from the courts at least twice a year, before season begins and prior to winter, utilizing a commercial grade mechanical air blower. This will remove excess dirt and debris from the tennis court surface to prevent undue wear from debris being worn into the surface.
- B) No bikes, roller blades or skateboards are to be used on the courts. The tennis courts are not for roller hockey or any other games other than tennis.
- C) Grass bordering the inside and outside edges of the courts needs to be trimmed, edged and treated with an herbicide to prevent the grass from encroaching onto the court surface.
- D) The nets on the tennis courts should be loosened late fall through the winter until early spring. This will relieve the tension off of the net posts during the colder months.
- E) Courts should be squeegeed after rain events to prevent disintegration of the coating.
- F) Courts should be recoated every 4-6 years, depending on usage. Cracks or damaged areas should be repaired prior to recoating.

If you have any questions, or if I can be of further service to you, now or in the future, please do not hesitate to contact me at 1-410-477-4400 EXT.117.

Very Truly Yours,

Nick Rouhana  
**ATC CORP**



To: The Honorable Mayor and Town Council  
Subject: Christmas Display Lighting Changes  
Date: July 8, 2022

From: Holly Wahl, Town Administrator

---

## **I. BACKGROUND:**

The Town of Chesapeake Beach contracts the holiday lighting display design, labor, installation, and electrical connection each year.

The Town has contracted Windmill Farms with the labor and installation and Wires Inc for the electrical connection.

The American Legion Post 206 Chesapeake Beach, MD would like to purchase seven (7) displays to represent all branches of the U.S military and a red, white, and blue Christmas tree for inclusion in the Town's holiday lighting display as approved by the Town. The American Legion Post 206 is requesting that the Town assemble, install and maintain the displays with the Town's current set of Town-owned displays.

## **II. SCOPE OF WORK:**

The additional displays provided by the American Legion Post 206 would be required to be approved by Town Administration prior to placement to ensure they are consistent with the Town's current Christmas displays and would be installed in the RT260 median strip. This opportunity will allow the Town to move the displays currently in the RT260 median to the south side of the Town where displays are currently lacking.

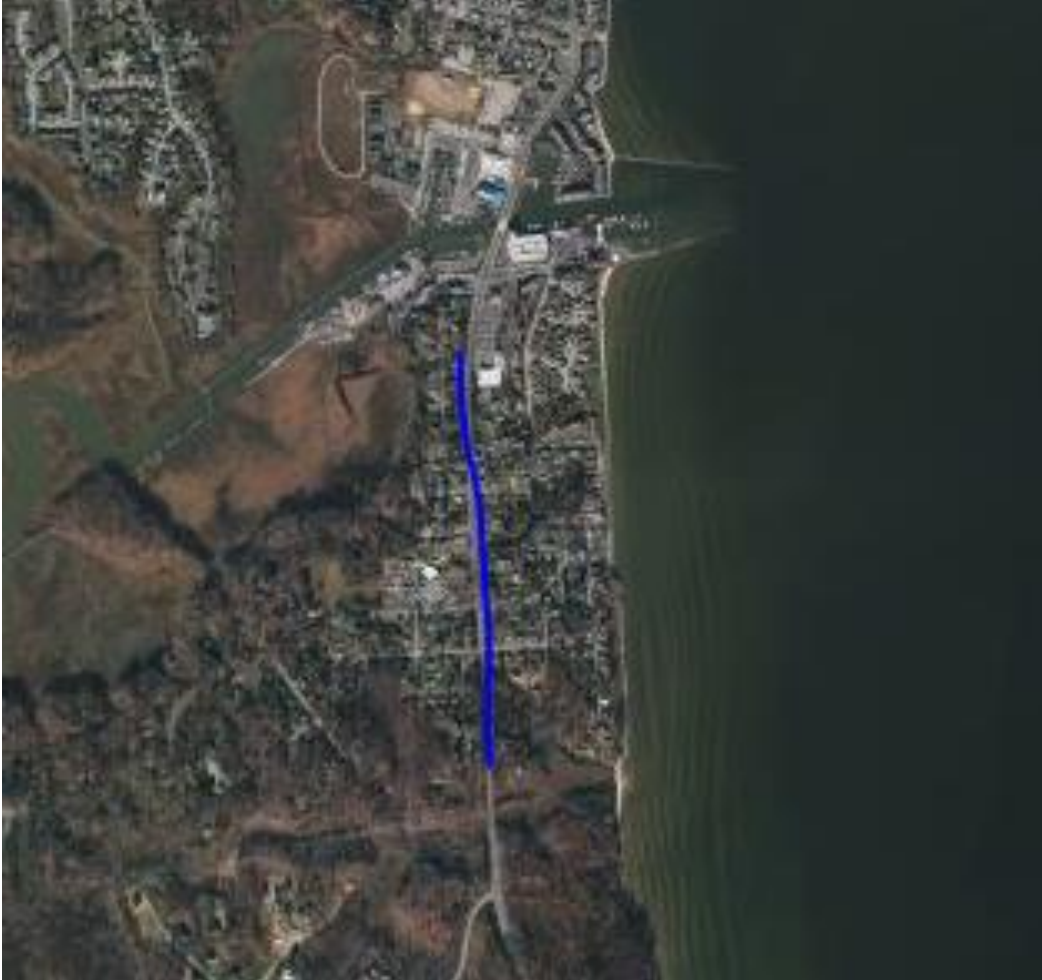
To add labor and installation costs to the current contract to accommodate including these new displays in the Town's annual lighting display.

The proposed area for the new displays purchased by the American Legion Post 206:





The proposed area for the displays that will be available with this addition is to place along the South Side of Town, south of Mears Ave and Harbor Rd.



### III. RECOMMENDATION:

It is recommended that the Town Council consider partnering with the American Legion Post 206 to add seven (7) Town approved displays to the Town's Christmas display inventory. The additional displays installed in the center of RT 260 will provide the opportunity to move the displays historically placed at this location to the south side of the Town.

Assembly & Installation cost \$7,550  
The annual installation cost \$5,500  
Electrical equipment expense \$1,780  
Electrical connection annual cost \$1,750

**Total one-time costs \$3,750**

**Total annual costs \$7,250**



4870 Sadler Rd. Suite 300 Glen Allen VA 23060

Phone: 804-380-2705

Fax: 919-954-0203

# Price Quote

## Contract / Price Quote

Bill to: American Legion SAL  
3330 Chesapeake Beach Rd.  
Chesapeake Beach MD 20732-4518

Date: 5/25/22  
F.O.B.: Bill Customer  
Shipping Date: ASAP  
Via: Best Available

Ship To: 410-257-9878

Sales Tax Exemption # \_\_\_\_\_

Quantity	Size	Description	Price	Unit	Amount
ALL DISPLAYS MADE WITH LED LIGHTS. PURE WHITE WHERE APPLICABLE					
1	8X12'	SS-Space Force Logo			\$2,871
1	12.5x12'	SS-Army Logo			\$5,903
1	12.5x14'	SS-Marine Logo			\$9,749
1	12.5x12'	SS-US Air Force Logo			\$5,175
1	13x12'	SS-US Coast Guard Logo			\$9,279
1	12.5x12'	SS-US Navy Logo			\$10,507
1	25'	SS-409 Tree of Lights (alternating colors: Red, pure white, and blue) Includes American Flag Tree Topper (TTLF-79)			\$6,800
Less Seasonal Discount					-\$11,565
Less Additional Discount long term customer / quantity discount					-\$1,500

Freight Additional and Billed Upon Delivery. Estimate: \$2,000

Total Merchandise	\$ 37,219
Applicable Sales Tax	\$ n/a
Installation	\$ n/a
Balance Due	\$ 39,219

Joel Mosca  
Mosca Design Representative

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

By signing above purchaser agrees to the terms of the price quote and authorizes Mosca Design, Inc. to place order accordingly. Quote good for 90 days and while supplies last.  
or mail price quote to Mosca Design, Inc.

# Windmill Farms, LLC

*P. O. Box 549*

*1025 Chesapeake Beach Rd E.*

*Owings, MD 20736*

410-257-9343

410-286-7477-fax

[windmillfarmslc@aol.com](mailto:windmillfarmslc@aol.com)

July 6, 2022

**Town of Chesapeake Beach**

**Attn: Holly Wahl**

**Ref: Christmas Light Display – VFW – First Year**

The following is a proposal to supply all labor, equipment, materials and supervision necessary to unpack and assemble seven (7) Christmas displays and erect in the Route 260 median. Ready all displays for electrician. After Christmas holiday, dismantle, transport and store in Town garage.

**Total Cost: \$7,550.00 – first year**

**Second and following years:**

Remove from storage, transport and assemble seven (7) Christmas displays. Ready displays for electrician. After Christmas holiday, dismantle, transport and store in Town garage.

**Total Cost - \$5,500.00 - annually**

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**Acceptance**

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**Date**



Wires Inc

3801 Chesapeake Ave  
Chesapeake Beach, MD 20732

# Estimate

Date	Estimate #
7/6/2022	125

Name / Address
Town of Chesapeake Beach PO Box 400 Chesapeake Beach MD 20732 Attn: Jay Berry

			Project
Description	Qty	Rate	Total
Christmas Lighting  Provide labor to install new temporary wiring with outlets (Provided by the Town) in custom cut lengths for the 2022 Holiday Lighting new displays at VFW and where existing displays will be installed. Provide labor to remove cords at the end of the year.  Additional costs for 2022- \$2720.00  Price for years 2023 and 2024 of contract (Due to Cords being made this year there will only be an increase of \$1750.00)  2023- \$17,380.00 ( Increase of \$1750 ) 2024- \$17,380.00		0.00	0.00
		0.00	0.00
<b>Total</b>			\$0.00

# DOMINION

ELECTRIC SUPPLY COMPANY INC.  
 5380-B EISENHOWER AVE.  
 ALEXANDRIA VA 22304  
 703-823-6603



## Quotation

QUOTE DATE	QUOTE NUMBER
07/06/2022	S104546957
ORDER TO: YES / DOMINION ELECTRIC 5380-B EISENHOWER AVE. ALEXANDRIA VA 22304	PAGE NO.  1 of 1

Printed 16:04 07/06/2022

QUOTE TO:  
 TOWN OF CHESAPEAKE BEACH\*  
 8200 BAYSIDE ROAD  
 PO BOX 400  
 CHESAPEAKE BEACH, MD 20732

SHIP TO:  
 TOWN OF CHESAPEAKE BEACH\*  
 8200 BAYSIDE ROAD  
 PO BOX 400  
 CHESAPEAKE BEACH, MD 20732  
 410-257-2230

ORDERED BY		CUSTOMER PO NUMBER		JOB / RELEASE NUMBER	
WRITER		SHIP VIA		TERMS	
LN#	ORDER QTY	DESCRIPTION	NET PRG	UOM	EXT PRG
MIKE WADE		CHRISTMAS LIGHTS			
Joey Obarr		OUR TRUCK		PA	
				07/06/2022	
1	3ea	SQD QO230 Mini circuit breaker, QO, 30A, 2 pole, 120/240 VAC, 10 kA, plug in mount	25.600	ea	76.80
2	1000ft	NM-10/3-CU 1000' WI10/3NMR SW#63948401	1332.150	m	1332.15
3	6ea	MUL 30595 2G 5H WP ALUM BOX DEEP 3/4IN cs=10 BWF DTB75V MUL8925L	1791.910	c	107.51
4	12ea	LEV TWR20-W 20A 120V NEMA 5-20R Tamper Resistant Duplex Receptacle Weather Resistant, Side-Wired, Self Grounding, White cs=50	1040.000	c	124.80
5	6ea	TAY MM2420C 2G WP EXT DUTY 55IN1 2-3/4 DEEP CLEAR IN-USE COVER CS=6 Meets or Exceeds Extra Duty Specifications	23.270	ea	139.62

**This is a Quotation. Applicable taxes extra.**  
 Inbound Freight Terms as per manufacturer. Prices are invalid after thirty days and are subject to change without notice. Local Delivery fee applies for cash, check and credit card orders under \$500. 30% minimum restocking fee on all special order cancellations or returns. All transactions are subject to our terms and conditions as stated at [www.dominionelectric.com](http://www.dominionelectric.com) "TERMS AND CONDITIONS OF SALE", which are incorporated by reference herein.

Subtotal	1780.88
Freight	0.00
Handling	0.00
MD TE	0.00
<b>Total Due</b>	<b>1780.88</b>