



TOWN MEETING AGENDA JULY 21, 2022

- I. Call to order and roll call.
- II. Pledge of Allegiance.
- III. Approval of the agenda.
- IV. Public Comment on any item on the agenda.
- V. Approval of the minutes of the June 9, 2022 Town Council Meeting.

Approval of the minutes of the July 11, 2022, Informational Work Session.

Approval of the minutes of the July 11, 2022 Closed Session.
- VI. **Special Presentation** – Hilary Dailey- Bayways Crossing Feasibility Presentation
- VII. **Petitions and Communications**
 - A. Town Administrator’s Report
 - B. Operations Manager Report
 - C. Public Works Administrators Report
 - D. Water Reclamation Treatment Plant Report
 - E. Code Enforcement Report
 - F. Town Treasurer’s Report
 - G. Town Engineer’s Report



H. Deputy's Report

I. North Beach Volunteer Fire Department

J. Mayor's State of Maryland Legislative Report

K. Mayor's Report

VIII. Resolutions & Ordinances

IX. Report of Officers, Boards and Committees

A. Planning & Zoning Commission – Cindy Greengold

B. Board of Appeals – The Board of Appeals has two hearings scheduled for July 18, 2022.

C. Chesapeake Beach Oyster Cultivation Society – Sue Alexander

D. Climate Change Advisory Group – Larry Jaworski

E. Economic Development Committee – Larry Jaworski

F. Green Team – Valerie Beaudin

G. Kellam's Revitalization Committee – Greg Morris

H. Twin Beaches Opioid Abuse Awareness Coalition – Keith Pardieck

I. Walkable Community Advisory Group – Charles Fink

X. Unfinished Business



XI. New Business

1. Town Council to consider executing a contract with Exterior Pros in the amount of \$87,390.00 to remove and replace the roof at the Public Works facility, the Chesapeake Beach Town Hall and replace the sideboards with hardy plank / composite material. The total cost will come from the FY23 General Fund Capital Improvements line item.
2. Town Council to consider authorizing Town staff to purchase a public works vehicle whereas the total amount expended would not exceed \$65,000 from the FY23 General Fund Capital Improvements budget.
3. Town Council to consider authorizing the Mayor to execute a Memorandum of Understanding with the Maryland Department of Transportation State Highway Administration (MDOT SHA) for the 100% design of the Route 261 Safety Upgrades project to install sidewalks from 261 South Beach Elementary School Chesapeake Village Boulevard and from Beach Elementary School along Old Bayside Rd extending within the Town limits to “F” Street.
4. Town Council to consider authorizing the one-time cost of installation of additional holiday lighting displays provided by the American Legion Post 206 in the amount of \$4,750 from the FY23 General Fund budget and a recurring annual cost of \$7,250 in FY24 and FY25.

XII. Public Comment

XIII. Council Lightning Round

XIV. Adjournment



**MINUTES OF THE
TOWN COUNCIL MEETING
JUNE 9, 2022**

I. Patrick J. Mahoney, Mayor, called the meeting to order at 7:00 p.m. In attendance were Dr. Valerie Beaudin, L. Charles Fink, Lawrence P. Jaworski, Margaret P. Hartman, Gregory J. Morris, and Keith L. Pardieck, Council Members, Holly K. Wahl, Town Administrator, Sharon L. Humm, Town Clerk, Brittany Moran, Town Treasurer, Todd Pounds, Town Attorney, Connie O'Dell, Code Enforcement Officer, James Berry, Public Works Manager, Wayne Newton, Acting Town Engineer, and Josh Stinnett, WRTP Manager. Absent was Lieutenant Hollinger.

II. Pledge of Allegiance. The Mayor asked good friend Chuck Ruttkay to lead the Pledge of Allegiance.

III. Approve the Agenda.

MOTION: Councilman Jaworski moved to approve the agenda.
Seconded by Councilman Morris, all in favor.

IV. Public comment on any item on the agenda.

1. Laura Blackwelder, 3256 Cannoncade Court, Chesapeake Beach spoke on Item XI, New Business #6, Immediate term text amendments/zoning map.

V. Approval of the minutes of the May 19, 2022 Public Hearings.

MOTION: Councilwoman Beaudin moved to approve the minutes of the May 19, 2022 Public Hearings. Seconded by Councilman Jaworski, all in favor.

Approval of the minutes of the May 19, 2022 Town Council Meeting.

MOTION: Councilman Jaworski moved to approve the minutes of the May 19, 2022 Town Council meeting. Seconded by Councilwoman Beaudin, all in favor.

Approval of the minutes of the June 6, 2022 Informational Work Session.

MOTION: Councilman Morris moved to approve the minutes of the June 6, 2022 Informational Work Session. Seconded by Councilman Jaworski, all in favor.

VI. Special Presentation – Cadette Journey Take Action Project– Girl Scout Troop #1132 was present and presented a short video presentation on the littering of discarded cigarette butts, the hazards they impose on our aquatic life when finding their way into the bay, and the

unattractive look they leave on our community. Special receptacles can be purchased and placed around town in designated areas. The waste can then be collected, packaged, and shipped away to be recycled for other purposes.

VII. Petitions and Communications –

- A. Town Administrator's Report** – Ms. Wahl submitted the attached written report and was present to address questions from the Council on report items. Ms. Wahl updated the Council on the Safe Routes to School.
- B. Operations Manager Report** – Ms. Richard submitted the attached written report and was present to address the Council.
- C. Public Works Report** – Mr. Berry submitted the attached written report and addressed questions from the Council on report items.
- D. Water Reclamation Treatment Plant Report** – Mr. Stinnett submitted the attached written report and was present to address the Council. The Council welcomed Mr. Stinnett as the new Water Reclamation Treatment Plant Superintendent and expressed sincere appreciation to Mr. Castro for his years of dedicated service with the Town and best wishes on his retirement.
- E. Code Enforcement Report** – Ms. O'Dell submitted the attached written report and was present to address the Council. The Council congratulated Ms. O'Dell on her upcoming retirement and expressed their gratitude for her many years of service to the Town.
- F. Town Treasurer's Report** – No report.
- G. Town Engineer Report** – Mr. Newton submitted the attached written report and was present to address the Council on report items. Councilman Fink requested, if possible, that the Council receive a copy of the punch list for the Heritage when available.
- H. Deputy's Report** – Sergeant Shrawder submitted the attached written report and was present to address the Council.
- I. North Beach Volunteer Fire Department** – The attached written report was submitted.
- J. Mayor' Report** – The Mayor commented, besides December, June is always his favorite meeting. It is the conclusion of the fiscal year, and a time for the Town Council and Town staff to reflect on their accomplishments, prepare for a fun summer, and the upcoming fiscal year. The Town had a great Health Fair, and a tremendous Stars & Stripes Festival with a real down-home all-American picnic. He applauded North Beach Mayor and Town Council as they kicked their summer off with its First Fridays event. The Town, after a two-year pause, will host its fireworks display on July 3rd and the Taste the Beaches on September 17th. However, like all societies, we have social ills to recognize and address. Mental health and domestic safety are real life problems that need to be addressed and not hidden and certainly nothing to be ashamed of. With that being said, the Town will, moving

forward, incorporate mental health awareness in all our Town events, in particular, domestic abuse awareness, suicide prevention, as well as, opioid, alcohol, and gambling addictions. The Mayor ended his report with best wishes for a great summer.

VIII. Resolutions & Ordinances:

IX. Report of Officers, Boards and Committees:

- A. Planning & Zoning Commission** – Mr. Brown submitted the attached written report but was not present. The Mayor stated for the record, that both the Planning Commission, and the Town Council, will hold public hearings on the zoning text amendments/zoning map.
- B. Board of Appeals** – No hearing held.
- C. Chesapeake Beach Oyster Cultivation Society** – Ms. Alexander submitted the attached written report and was present to address the Council. The Council welcomed Ms. Alexander and expressed their appreciation to Mr. Bacon for all his years of service and dedication to the CBOCS.
- D. Climate Change Advisory Committee** – Councilman Jaworski reported the Coastal Resiliency Steering Committee met last evening. The committee discussed their mission and will begin working on public engagement goals as to how they will reach out to the public, and, steps moving forward. Mr. Jaworski noted the Town received a grant from the Department of Natural Resources for the mapping that is associated with this effort. The next meeting is scheduled for July 13th.
- E. Economic Development Committee** – Councilman Jaworski reported a meeting of the Calvert County Economic Development Advisory Commission met yesterday, discussing a number of development issues within the county and events around town. Mr. Jaworski was re-elected as chair for another year and noted there are number of staff positions open if anyone would be interested in serving.
- F. Green Team Committee** – Councilwoman Beaudin reported the Team's next meeting is scheduled for June 23rd at 6:30 pm. The entrance to Bayfront Park has been prepared for planting which will take place October 3rd. Also noted was a tree at the entrance of the Railway Trail needs to be taken out and replaced with something. The paddle & pathway pickup event is scheduled for the Fall.
- G. Kellam's Revitalization Committee** – Councilman Morris reported work continues on the drainage problem at Kellam's and the Town is receiving good public response on the survey. The Town is striving to make improvements there that will bring the public out more and use the facility more. Co-chair Fink added, clearly there is tie-ins when it comes to walkability and Kellam's. They are inevitably linked together.
- H. Twin Beaches Opioid Abuse Awareness Coalition** – Councilman Pardieck reported no meeting was held but subcommittees continue to work. Currently in the works is the

sculpture competition project to raise awareness about opioid abuse and the people it affects. The project to construct sculptures is expected to be announced on August 31st, International Overdose Awareness Day, to local artists. Special thanks to project lead Sandy Mattingly, and Bob Carpenter, President, and Joe Davis, Executive Director of the Calvert Arts Council for lending their support to the project as well.

- I. **Walkable Community Advisory Group** – Councilman Fink reported a number of things are going on. The Town held a public engagement session to receive feedback from the public on walkability projects and open space, with a good response so far. A handful of smaller projects and a few larger, more substantial projects are in progress, but at this stage, in a holding pattern waiting on responses from others. The Group is networking with folks in North Beach and Mr. Fink is looking for networking opportunities at the MML, particularly with other towns that have done walkability projects.

X. **Unfinished Business:** None.

XI. **New Business:**

1. Town Council to consider the appointment of Kelly Huhn to the Chesapeake Beach Planning and Zoning Commission.

MOTION: Councilwoman Beaudin moved to approve the appointment of Kelly Huhn to the Planning Commission. Seconded by Councilman Jaworski. Ayes, Councilwomen Beaudin and Hartman, and Councilmen Fink, Jaworski, and Pardieck. Opposed Councilman Morris. **Motion Passes.**

2. Town Council to consider approving an expenditure of \$9,721.00 from the FY22 Water Reclamation Treatment Plant fund to install a generator access platform.

MOTION: Councilwoman Beaudin moved to approve an expenditure of \$9,721.00 to install a generator access platform. Seconded by Councilman Pardieck, all in favor.

3. Town Council to consider approving a contract with Metro AV for \$10,263.16 from the FY22 General Fund for upgrades to live stream video capabilities in the Town Council chambers.

MOTION: Councilwoman Beaudin moved to approve a contract with Metro AV for \$10,263.16. Seconded by Councilman Jaworski, all in favor.

4. Town Council to consider issuing a contract with Chapman for the HVAC in the amount of \$14,600 for upgrades to the Public Works facility from the FY22 General Fund.

MOTION: Councilman Jaworski moved to approve a contract with Chapman in the amount of \$14,600 for the HVAC upgrades. Seconded by Councilman Fink, all in favor.

5. Town Council to consider authorizing the Mayor to execute an access agreement with State Highway Administration to complete improvements to the ADA ramps at no cost to the Town.

MOTION: Councilman Morris moved to authorize the Mayor to execute access agreement with the State Highway Administration. Seconded by Councilwoman Beaudin, all in favor.

6. Town Council to consider requesting advisement from the Planning and Zoning Commission on immediate term text amendments to provide a recommendation to Town Council.

MOTION: Councilman Morris moved to request advisement from the Planning Commission on immediate term text amendments. Seconded by Councilwoman Beaudin, all in favor.

XII. Public comment was received by: None

XIII. Council Lightning Round:

1. Dr. Beaudin wished everyone a Happy Fourth of July and to enjoy their summer!
2. Mr. Fink told a story of an incident he recently had which reiterates his mantra of "civility." Also, reminder to check out the public engagement for all the really great Town projects we are working on. We want to hear from you!
3. Mr. Jaworski looks forward to seeing everyone Sunday, July 3rd for the fireworks and September 17th for Taste the Beaches! Glad to see our events back!
4. The Mayor followed up on Mr. Fink's story by telling a "Philadelphia sports story" of his own from his youth.
5. Mr. Morris commented this week is the Maryland Municipal League summer conference, thanking the Town and taxpayers for his ability to be able to attend. He commented that the conference is definitely a learning experience where you are able to partner with other municipalities, interacting with them, and learning different perspectives. Shout out to Les King for an excellent job on the Town's landscaping. The Town looks beautiful. Lastly, commented he has been asked to speak at the retirement reception for Dr. Shisler this Saturday night, and is looking forward to seeing the new Beach school constructed.
6. Mr. Pardieck wanted to express his thanks to the Mayor for his words in his Mayor's report and appreciates the efforts to incorporate health services and social awareness in all the Town events going forward. Wished everyone a great evening and will see his colleagues at MML.
7. Ms. Hartman stated, with having to be present remotely tonight, is looking forward to the upgrades to live stream video abilities in the Town Chambers.

XIV. Adjournment

There being no further comments, the meeting adjourned at 8:20 pm on a motion by Councilman Fink. Seconded by Councilman Jaworski, all in favor.

Submitted by,

A handwritten signature in blue ink that reads "Sharon L. Humm". The signature is written in a cursive style with a large initial 'S'.

Sharon L. Humm
Town Clerk



**MINUTES OF THE
TOWN COUNCIL INFORMATIONAL
WORK SESSION
JULY 11, 2022**

- I.** Patrick J. Mahoney, Mayor, called the meeting to order at 6:00 p.m. In attendance were Dr. Valerie Beaudin, L. Charles Fink, Margaret P. Hartman, Lawrence P. Jaworski, and Keith Pardieck, Council Members, Holly K. Wahl, Town Administrator, Sharon L. Humm, Town Clerk, Todd Pounds, Town Attorney, Brittany Moran, Town Treasurer, and James Berry, Public Works Manager. Absent was Gregory J. Morris, Council Member.
- II.** **Pledge of Allegiance** – The Mayor led the Pledge of Allegiance.
- III.** **Informational discussion on the following items:**
1. Public Works & Town Hall roofing – Ms. Wahl stated an RFP was released for sealed proposals for roof repairs for the public works facility and for the town hall roof. A pre-bid meeting was held on July 6, 2022. There were four (4) companies in attendance. Ms. Wahl presented the scope of work for both facilities. Sealed proposals are due on July 14th and staff will provide a recommendation to the Town Council for review during the July 21st Town Council meeting. Solar was suggested for both facilities if feasible.
 2. Purchase of Public Works Vehicle – Public works is requesting to purchase a new truck to replace a 2012 F-250. This truck will be traded in on the new purchase. This is a budgeted item in the FY23 budget. The staff is requesting authorization to purchase the new vehicle in an amount not to exceed \$55,000 from the General Fund budget. Council is suggesting that the not to exceed amount be bumped to \$65,000.
 3. Memorandum of Understanding (MOU) Safe Routes to School (SRTS) – Ms. Wahl gave an overview on this grant funded project stating it is an 80/20 split between the State and the Town. With an estimated cost of \$200,000 for the project, the Town would be responsible for \$40,000 and the State \$160,000. It is required for the Town to enter a Memorandum of Understanding (MOU) with the State to allow the Town to move forward on a release of an RFP for the 100% design and construction drawing phase. This is the next step in the project and vital to the completion of the safe routes to school sidewalk project. Staff is recommending the Council authorize the Mayor to execute the MOU. Ms. Wahl addressed questions and concerns from the Council.

8200 BAYSIDE ROAD, P.O. BOX 400 CHESAPEAKE BEACH, MARYLAND 20732

(410) 257-2230

(301) 855-8398



4. Memorandum of Understanding (MOU) Board of Education – Ms. Wahl stated the Board of Education (BOE) owns the tennis courts at the Beach Elementary school property. With the construction of the new school, the use of the courts is no longer a need for the school. The BOE has presented to the Town their interest in executing an agreement with the Town that would allow the Town to take over the tennis court area for recreational activities for community members. This Memorandum of Understanding (MOU) would hold the Town responsible for the maintenance, upkeep, and operational costs related to the facility. This first draft MOU is being provided to the Council to review and take under consideration. Ms. Wahl and the Town attorney addressed significant concerns from the Council on the content of the MOU agreement. Staff is not recommending any action currently other than review and feedback.
5. Holiday Lighting additions – Ms. Wahl stated that the American Legion Post 206 has approached the Town with an offer regarding the Town’s Holiday Lighting display. They would like to purchase seven (7) displays representing all branches of the U.S. Military and have placed in the RT260 median across from the Post. This request would involve the Town to assemble, install, and maintain the displays with the Town’s current displays. If the Town Council approves, the Town will take on the extra labor and installation expense. Prior to placement of the displays, approval will be required by the Town Administrator.

IV. Council Lightning Round –

1. Dr. Beaudin had no comment.
2. Mr. Fink reported the June 30th meeting was a good meeting with great public feedback. Reporting on walkability projects, there are some expected projects coming up with “shovels in the ground” so to speak, seeing real tangible results from the work that has been done. Check out the public feedback on our website, it involves more than just walkability, and leave your input.
3. Mr. Jaworski congratulated Ms. Wahl and staff on a great fireworks display! Great to see them back this year!
4. Mr. Pardieck had no comment.
5. Ms. Hartman also wanted to express congratulations to Ms. Wahl and staff on a great fireworks show.

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- V. **Closed Session-** Councilman Jaworski moved to close the meeting at 6:58 pm 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”. Seconded by Councilman Fink, all in favor.

The Mayor re-opened the meeting at 7:30 pm.

All members that voted to close the meeting for a closed session were present the entire closed session and the purpose was to consult with counsel to obtain legal advice regarding the Town’s Moratorium and the Oxford House.

VI. **Adjournment:**

There being no further comments the meeting adjourned at 7:31 p.m. on a motion by Councilwoman Hartman. Seconded by Councilwoman Beaudin, all in favor.

Submitted by,

Sharon L. Humm
Town Clerk

Bayways

Destination Assessment Project Outline



**CALVERT
COUNTY**
Maryland





CALVERT
COUNTY
Maryland

Ultimate Goal

A 40-50 person passenger ferry system (no cars) that would loop around the Chesapeake Bay with “stops” in several counties that encircle the bay. This passenger ferry system would enhance public access for residents and tourists all around the bay, and would further develop and connect existing water trails and attractions including the Greater Chesapeake Loop.



Passenger Ferry in Hawaii

Who would ride the ferry?

Example

A person could get on the ferry on the Eastern Shore at a Somerset County “stop/access point”, ride the ferry over to Calvert County, spend money on dinner and ice cream, then pay to stay overnight in a hotel or B&B and ride the ferry back home the next day.

Example

A person could get on the ferry in Calvert County, ride the ferry over to a “stop/access point” in Somerset County on the Eastern Shore in the morning, rent a golf cart to tour around the area, get lunch, do some bird watching and come back home in the afternoon.

What is a Passenger Ferry Access Point?

Definition:

A public access point and/or dock and/or port connected to the Chesapeake Bay and its tributaries.

So far...



Grant #1: EDA Technical Assistance Grant (submitted)

Grant request for a passenger ferry feasibility study (Would a ferry system even make sense for the bay? What type of boat(s) would be needed? What companies might be equipped to run the ferries? Etc.)

Grant #2: EDA Maryland State Tourism Grant(s)

What locations around the Chesapeake Bay could be studied to see if they might make a good location for a ferry “stop/access point”?

- Grant Application Submission Goal: August 20, 2022
- Visit Annapolis would serve as the fiduciary should the grant be awarded. A Memorandum of Understanding would be drafted between participating counties.
- This grant request may be divided into requests organized by Geographic Groups.
- No matching funds required

Geographic Groupings around the Bay



Eastern Shore

- Kent County
- Queen Anne's County
- Talbot County
- Dorchester County

Lower Eastern Shore

- Wicomico County
- Somerset County
- Worcester County

Western Shore

- Baltimore City
- Annapolis/Anne Arundel County
- Calvert County
- St. Mary's County

Upper Bay

- Cecil County
- Harford County
- Baltimore County

What locations might be a good ferry “stop / access point” in Calvert County?

July 2022 Presentations to Potential Calvert County Locations:

- Town of North Beach
- Town of Chesapeake Beach
- Board of County Commissioners (Solomons Island)

At this point, seeking approval to submit potential locations into the current grant application as a “location *to be considered* for study.”

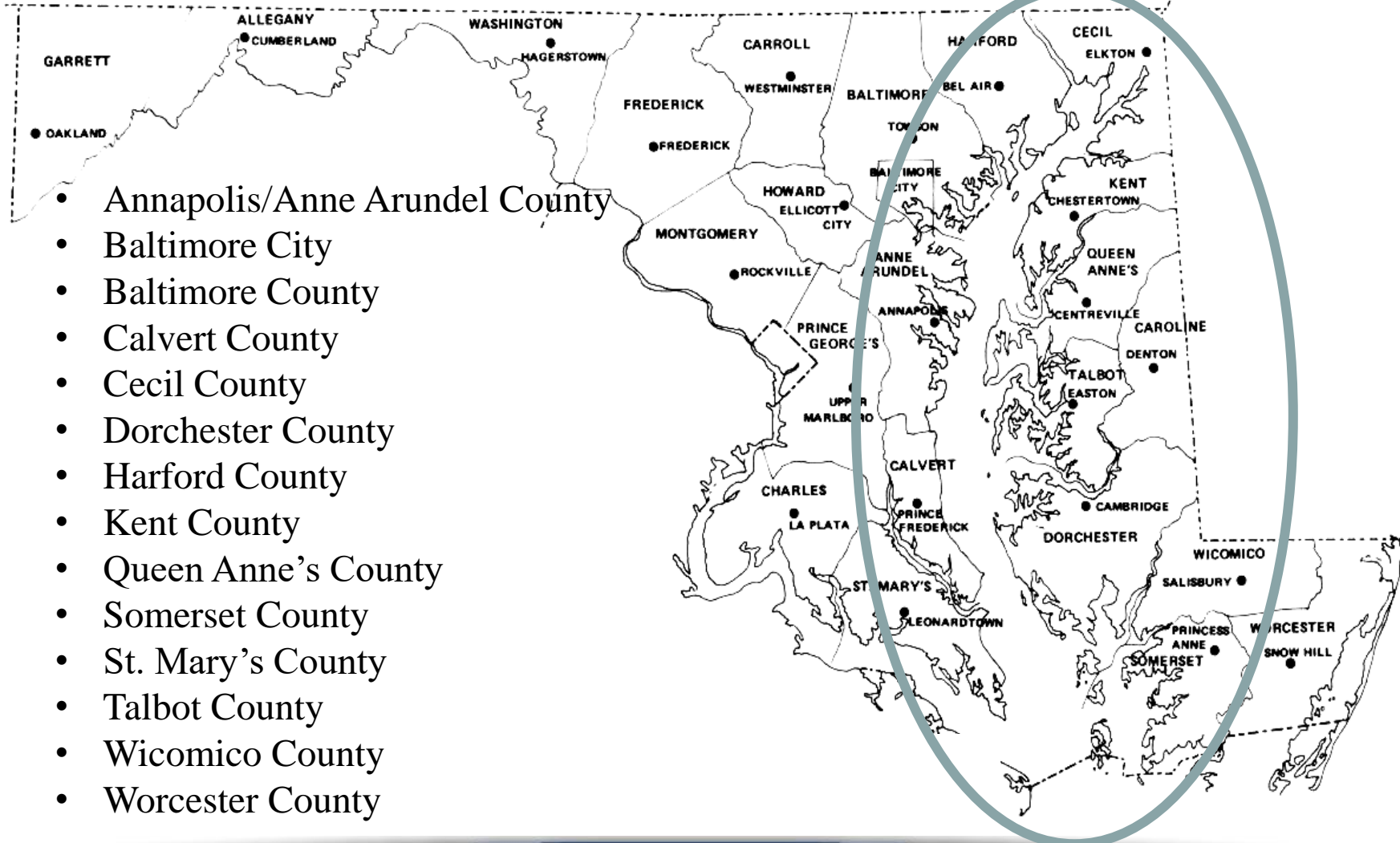
(If submitted, the location still **might not be selected for the study.**)

Geographic Area

(Each county can submit “access points” for potential study)



**CALVERT
COUNTY**
Maryland



- Annapolis/Anne Arundel County
- Baltimore City
- Baltimore County
- Calvert County
- Cecil County
- Dorchester County
- Harford County
- Kent County
- Queen Anne's County
- Somerset County
- St. Mary's County
- Talbot County
- Wicomico County
- Worcester County

What information is needed to submit a location for consideration?

- Access Point Name
- GPS Coordinates
- Description of Site
- Activities & Amenities
- Infrastructure Needs

Example #1

- Kent County
- Eastern Neck Island (Bogles Wharf)
- GPS Coordinates: N 39° 01.937 W 76° 12.581
- Located at the mouth of the Chester River in Kent County. This 2,285 acre island refuge is a major feeding and resting place for migratory and wintering waterfowl. The island is home to many different birds, mammals and other wildlife. Facilities are available to the public.
- Kayaking, Bird watching, hiking, biking, fishing, photography
- Site would need development for: ramp access, restroom facilities, ADA compliance, parking. Access to public transportation.

Example #2

- Annapolis/Anne Arundel County
- City Dock
- GPS Coordinates: N 38.9776°, W 76.4860°
- Located in the heart of Annapolis at the end of Main Street
- Restaurants, attractions, shopping, hotels, water tours, taxis
- Site would need a review of the extensive future City Dock plans

Next Steps...



- Town Council/BOCC approvals to submit Calvert County locations for study
- Grant Application to be submitted on August 20, 2022
- Future grants expected for needed infrastructure development



**CALVERT
COUNTY**
Maryland

Thank you!



Town Administrators Report – July 2022

I. UPCOMING REQUESTS FOR PROPOSALS:

Water Reclamation Treatment Plant Launder Cover RFP: This RFP will be posted on eMaryland Marketplace Advantage eMMA.

Safe Routes to School (SRTS) 100% design phase and construction drawing RFP: This RFP is currently being drafted for final State of MD approval and is expected to be released for the Town to receive bid proposals.

II. FEDERAL DREDGE PREPARATION:

Army Corps of Engineers: The U.S. Corps of Engineers Baltimore District released a Contract Opportunity seeking sources for the **Fishing Creek Jetty Rehab and Maintenance Dredging, Calvert County Maryland** [Notice ID W912DR22B0014](#). The scope includes the rehabilitation of the southern jetty at Fishing Creek to a height of 6 ft MLLW using a 1.5 to 3-ton capstone. The jetty rehabilitation will be segmented into three sections with a total length of approximately 1,000 ft.

Due to no land access at the jetty, an access channel will need to be dredged before construction. The access channel will be no more than 75 ft wide and 10 ft MLLW deep. Dredged material will be placed at an existing nearby upland placement site.

Maintenance dredging will occur at the Fishing Creek federal navigation channel. Approximately 22,000 cubic yards of material will be hydraulically dredged and transported via pipeline to the same existing upland site as the access channel dredged material. No earthwork berm repairs are needed, but the three existing weir boxes will need to be replaced at the current placement site. All plans and documents are available for public view [here](#).

The bid opening is scheduled for Tuesday, July 19th. The Army Corps of Engineers plans to award the project by the end of July 2022. The Contractor could possibly be mobilized by August of 2022 per the Army Corp of Engineers.

III. HIGHLANDS SPECIAL TAX DISTRICT:

Highlands Public Sewer Connectivity Hearing: The Board of County Commissioners of Calvert County held two public hearings related to this project per the community's request to establish a special tax district. The Calvert County Commissioners are moving forward with the project and have agreed to utilize ARPA funding for the design phase of the project. The County Public Works Department conveyed that they expect to be able to provide an updated timeline on the project soon.



Town Administrators Report – July 2022

IV. TOWN ASSETS:

- **Kellam's Field:** a.) the Town continues to work through the permitting process with the Maryland Department of Environment (MDE) to install approximately 430' of 18" HDPE storm drain across the ball field. This will include the installation of a concrete precast storm drain inlet on the receiving south end. A rip rap channel will be discharging into a small sediment pond on the North end. b.) the Town is currently finalizing the [summer maintenance program](#) at the field by overdressing the field with sand to fill in low spots and provide an established base for the Bermuda grass to continue to flourish.
- **Bayfront Park:** Bayfront Park remains closed to the general public. The Park is open to Town guests, NBVFD, Twin Beach Deputies, and guests accompanying them. A small structure will be placed at the entry to the park for staff protection. Citizens are reminded to adhere to the signage restricting access to the cliff areas. To view the entire public safety announcement, click [here](#).

V. ECONOMIC DEVELOPMENT:

The Town is happy to announce the 2022 Taste the Beaches [vendor forms](#) have been released. We look forward to another great event bringing patrons to the center of the Town to visit our local businesses. This year's event will offer a festival at the center of the Town and the opportunity to visit our Twin Beach businesses at their location. Stay tuned for exciting updates on this great event that you will not want to miss!

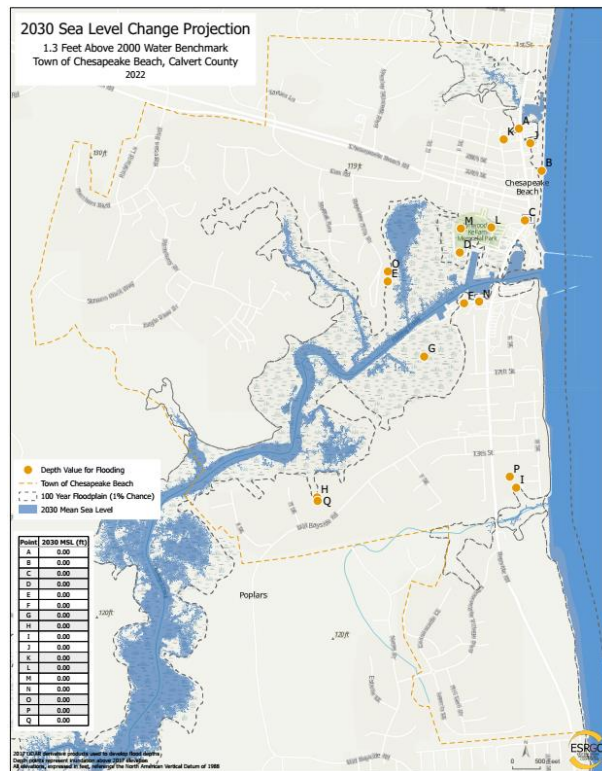




Town Administrators Report – July 2022

VI. GRANTS:

1. **Two public meetings were held in June in coordination with the Town of Chesapeake Beach Walkable Community Advisory Group and the Kellam's Field Revitalization Committee at the Chesapeake Beach Town Hall to discuss feedback received from the public on parks and walkability projects.** Information received will be used to devise a scope of work to complete the projects. To view the presentation of feedback received from public comments please click [here](#).
2. **Safe Routes to School SRTS 100% construction design:** The MOU for this project was reviewed by Town Council during the July 11, 2022, work session and will be before the Town Council at the July 21st Town Council meeting to authorize the Mayor to execute.
3. **Coastal Resiliency Grant:** The Town continues to work through planning for coastal resiliency through the grant funding provided by the Maryland Department of Natural Resources. The Eastern Shore GIS has finalized sea level change projection mapping that is linked to the Towns Coastal Resiliency resident resource page on the [Town website](#).





Town Administrators Report – July 2022

V. TOWN PERMIT ACTIVITY:

Permit #	Address:	Improvement:
2022-61	4026 11th St	24x36 Gravel parking area
2022-64	7952 Stream Walkway	Solar panels
2022-63	8370 Legacy Cir	Fence (deck was approved 5/6/22)
2022-65	3931 16th St.	Fence
2022-66	8387 Legacy Cir.	Address Post
2022-68	3621 30th St.	Deck & Pavilion
2022-69	3621 30th St.	Fence
2022-80	7544 Bayside Rd	Re-Open Daycare
2022-81	3925 14th St.	Replace Deck
2022-88	3931 16th St.	Solar panels
2022-67	8400 D St	Patio Pavers
2022-83	2960 Heritage Dr.	Deck w/steps
2022-72	7609 B St.	Remove dead cherry tree
2022-86	7902 Delores Ct	Fence (after the fact)
2022-85	2937 Heritage Dr.	Fence & Add stairs to the existing deck
2022-71	8323 Bayside Rd.	Move existing dumpster
2022-76	3902 13th St.	Solar Panels
2022-77	4012 17th St.	Deck
2022-78	2997 Heritage Dr.	Solar Panels
2022-79	8365 Legacy Cir.	Decks
Denied	4008 Old Bayside Rd.	Above ground pool
2022-74	7735 C St	Temp Wheelchair Ramp
2022-75	8705 C St	Landscaping etc.
2022-87	8386 Legacy Cir	add 5x5 landing w/ steps to the porch
2022-89	7804 Old Bayside Rd	install 6 antennas
pending	2747 Oak Ridge Dr	Expand driveway
pending	3721 30th St.	Fence
pending	8728 Bayside Rd.	Porch & Pergola
pending	2409 Forest Ridge Ct	Deck & Balcony
n/a	McDonald 7925 Bayside Rd.	Redesign (Interior)



TOWN EVENTS:

The Town of Chesapeake Beach Economic Development Committee announces Taste the Beaches is back! Vendor forms are released! Click [here](#) to submit a vendor application today.





National Night Out - August 2, 2022 from 6:00-8:00pm at Kellam's Field

The Town is a sponsor for the Calvert County Parks and Recreation event again this year. We are looking forward to hosting this event at Kellam's Field!

CALVERT COUNTY PARKS & RECREATION PRESENTS

National NIGHT OUT

Tuesday, Aug. 2 • 6-8 p.m.
at Kellam's Field
 3825 Gordon Stinnett Ave., Chesapeake Beach

GAMES | ARTS AND CRAFTS | RAFFLES | AND MORE!

Join us for a free event you won't want to miss! Parks & Recreation has partnered with local organizations and first responders to offer a fun, safe celebration!

COME GET TO KNOW YOUR COMMUNITY!



Sponsored by the town of Chesapeake Beach, the town of North Beach, and the North Beach Volunteer Fire Department

NEED MORE INFORMATION?
Contact Northeast Community Center at 410-257-2554.





PARKS & RECREATION:

Friday Night Slides!

Join the Chesapeake Beach Water Park for Night Slides in July! Games, music, & splash splashin FUN! Starts Friday, July 8th. Tickets required for all except Season Pass holders. Link to register on our website.

<https://chesapeakebeachwaterpark.com/friday-night-slides/>



Night Slide Themes

- 7/8 Hawaiian Night
- 7/15 WESTERN NIGHT
- 7/22 DISNEY NIGHT
- 7/29 MARYLAND NIGHT

Feel Free to wear any (swim appropriate) attire to match our nightly theme!



Swim Lessons

If you are interested in swim lessons, sign up now before all the spots are full! Only \$90 per child! For more information, visit our site: <https://chesapeakebeachwaterpark.com/swim-lessons/>

Sessions

Session 1: June 20 - July 1

Session 2: July 4 - July 15

Session 3: July 18 - July 29

Session 4: August 1 - August 12

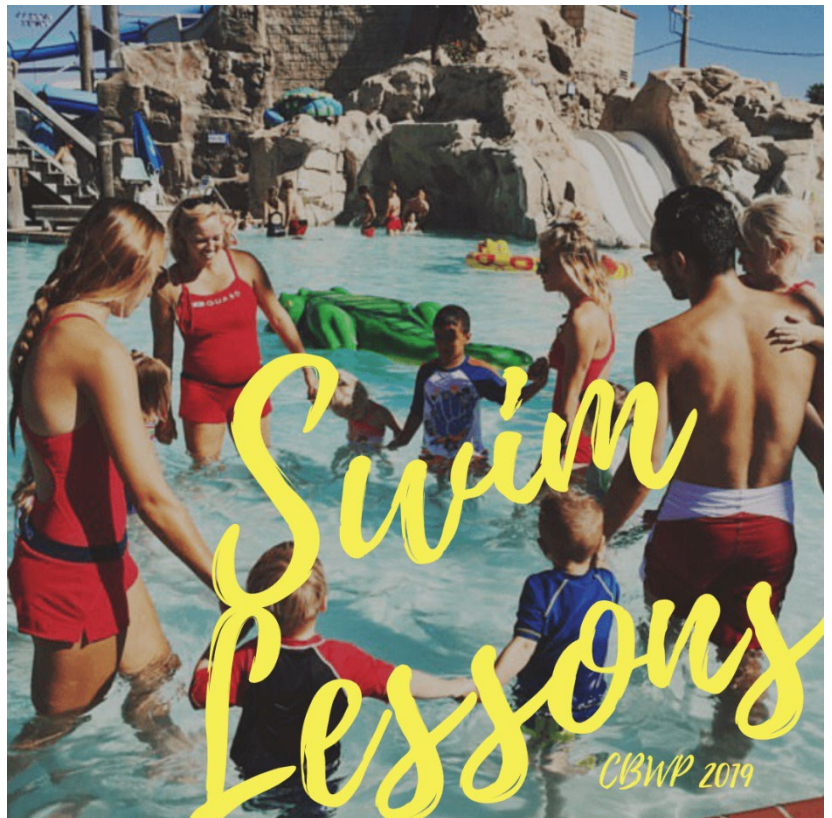
Swim Lessons run 3 days a week for a 2-week period, for a total of 6 mornings. Each lesson is 45 minutes.

Schedule

All Sessions are held Monday, Tuesday, and Friday Mornings

Early Lesson - 8:45am to 9:30am

Late Lesson - 9:45am to 10:30am



Water Park Daily Admissions Tickets are on sale!

Daily admission, season passes, birthday parties, and swim lessons are on sale at the Water Park website: <https://chesapeakebeachwaterpark.com/>



Public Works Administrator's Report

To: Mayor & Town Council

From: James Berry

Subject: Public Works Report

Date: July 21, 2022

Water leak- We had a lateral leak under Route 260 in the area of the Octagon that is now repaired.

Wet wells- Mears Ave, Richfield Station, and Valley View wet wells are scheduled for cleaning and PM's next month.

Water meter/MXU- Meters and MXU's are still on back order.

Flushing- We have completed our second of three flushing's for the year. We included the Heritage Woods for the first time, even though none of this project has been turned over to the Town.

Ball fields – 360 tons of sand have been added to the Bermuda grass fields to level ruts and promote growth of the grass.

Railway Trail – We will start handrail replacement again and keep up with weeds and grass. Nothing new to report.

Water Park – Public Works assisted in the removal and install of the 30 HP propulsion pump #2

Surveys/storm drains – We recently had areas south of Fishing creek added to our survey to capture out falls along the Bay front.

The Heritage – Public Works has completed the first round of walk throughs and has generated a punch list of items.

Emergency calls – We received seven calls and responded to four. Three were trees or debris in town roads after severe storms. One for a water leak on the Homeowners side.



To: Mayor & Town Council

From: Josh Stinnett

Subject: Water Reclamation Plant Report

Date: July 21, 2022

WRTP Staff performed regularly scheduled preventative maintenance checks and services as scheduled through the asset management program, which in turn generated work orders for routine, scheduled, predictive, and corrective repairs for equipment based on readings, pressures, or time in service for equipment in the plant.

WRTP Staff performed routine preventive maintenance for RAS Pump #2 pump bearing lubrication and Influent Channel Bar Screen drive bearing lubrication.

WRTP Staff started the scheduled semi-annual service of the drive units for Clarifiers #1 and 2. This consisted of draining and assessing the quality of oil in the clarifier drives and then refilling the drive units with new oil. Staff is waiting for a break in the weather to conduct the semi-annual service and cleaning for Clarifiers #1 and 2. This work requires an extended period of predicted dry weather to be performed.

WRTP Staff performed corrective maintenance for the Influent Channel Bar Screen Compactor Gear Reducer to address the heavily rusted drain and inspection plugs allowing for adequate access to check the oil levels in the unit. Additional corrective maintenance was performed on Air Scour Blowers #1 and 2 to adjust belt tension, and UV Banks #2 and 3 to replace two ballasts.

WRTP Staff, under the technical guidance of Plant Operator Trainee Randy Wilkerson, fabricated equipment-specific cleaning devices intended to address deficiencies with the existing cleaning brushes for the weirs in Clarifiers #1 and #2. This consisted of a field fabricated double brush on a handle which allows Staff to clean the inner weirs of the clarifiers to remove accumulating algae while the clarifiers are in operation. An additional device was fabricated to address the algae that is dislodged during this cleaning process. This consisted of two expanded mesh screens overlaid and welded to reduce the opening space, and placed into a frame set to a roughly 45-degree slope. This device was fitted with rubber seal material on the sides and bottom to produce a more adequate seal in the effluent channel of the clarifier. When placed in the effluent channel of the clarifier, this allows for the collection of a high percentage of dislodged algae, thereby preventing issues further downstream in the filters.

WRTP Staff identified an increase in the fecal level in the plant effluent. The source was identified as being in the Non-Potable Water Tank, which is a dead-end point in the plant effluent flow stream after the UV banks, and before the effluent sampling point. The Non-Potable Tank was isolated from the effluent stream and work was performed to clean and flush the tank. Testing of the Non-Potable tank confirmed it to be clean and it was placed back in service. Fecal readings did not exceed the plant permit discharge limits.



Hills Electric Motor completed the repair of the 15 HP Filter Influent pump #4 and returned to the Plant. WRTP Staff re-installed the pump in the Denitrification Filter Influent Wetwell and confirmed operation. On a separate date, Hills Electric Motor removed Press Sludge Feed Pump #1 for repairs to the pump shaft as a result of corrosion from a failed seal.

Industrial Monitoring and Control Systems (IMACS) installed a power monitor in the Aeration Blower Building. This was a long-planned project which will now provide the ability to monitor power usage in the Aeration Blower Building where the control systems for the three aeration blowers and twelve basin mixers are located. IMACS tied this power monitor into the Plant SCADA system allowing for real-time monitoring of power usage, along with data logging. It is planned to use this data to assess the power demands of this building and revise the aeration blower control process to minimize the high power demands of these units.

Wheltech was on site to conduct annual calibrations of all of the Plant flowmeters as required by the Plant permit issued by the Maryland Department of the Environment (MDE). Documentation was provided by Wheltech with the parameters for each flowmeter and other pertinent information for inclusion in the asset management program. This information was provided to IMACS to better fine-tune the SCADA system for Plant flows.

The Shellfish Protection Tank was utilized four times during this period for a total of .735 million gallons of flow to the SPT due to 3.45 inches of rain.

The WRTP has overtime for one staff member to return to the Plant on July 9 to check on the Plant operation following heavy rains earlier in the day, which resulted in higher than normal flows as a result of Rain Derived Infiltration and Intrusion from the collection systems.

There were no incidents to report in the plant's Solids and Handling Operation. The present Solids Hauling Contract will expire on August 1, 2022. A bid opening occurred on 5/6, with the vote to award the contract to Synagro at the Town Council meeting on 5/19. Synagro was provided notification of the award of the contract on 5/20.

The WRTP had no SSO spills or Filter Bypasses to report for this month's meeting.

Future Projects:

To complete working setting up an inventory of priority spare parts and increase training on maintenance of plant equipment. All plant SOPs are to be upgraded on plant equipment with illustrations or pictures included in the maintenance and lab procedures. Training on all plant maintenance, lab, and daily operations will be videotaped to store for future reference. The projects noted in the Capital Projects requests are on track for the RFP to be completed in the 2023 budget. Additional work to refine some of the process control systems to make the plant more energy efficient and increase filter operation.



Code Enforcement Case Detail Report

Report Criteria:

Status	Priority	Violation Status	Assigned To	Violation	Property Type	CDBG Eligibility	Open Date Range	Follow up Date Range	Close Date Range	Initiation Type
All Closed	All	All	All	All	All	All	From To	From To	From 06/02/2022 To 07/13/2022	

Report Details

Case#	eFM Case#	Status	Violation(s)	Priority	Street Number	Street Direction	Street Name	Street Type	Unit	Zip	APN	Initiation	Open Date	Follow Up Date	Assigned To
CE22-53		Closed: Unfounded	Property Maintenance - Sanitary Maintenance - Garbage, Trash & Debris - Closed	Medium	2334		Forest Ridge	Ter		20732		Complaint	06/27/2022	07/08/2022	O'Dell, Connie
CE22-47		Closed: Voluntary Compliance	Property Maintenance - Sanitary Maintenance - Grass - Closed	Medium	7536		C	St		20732	0503069559	Complaint	06/06/2022	06/16/2022	O'Dell, Connie
CE22-46		Closed: Voluntary Compliance	Property Maintenance - Sanitary Maintenance - Vehicles - Closed	Medium	3624		27TH	St		20732	0503044475	Self-Initiated	06/01/2022	06/10/2022	O'Dell, Connie
CE22-45		Closed: Voluntary Compliance	Property Maintenance - Sanitary Maintenance - Grass - Closed	Medium	3613		27TH	St		20732	0503044378	Self-Initiated	06/01/2022	06/10/2022	O'Dell, Connie
CE22-44		Closed: Voluntary Compliance	Property Maintenance - Sanitary Maintenance - Grass - Closed	Medium	3600		28TH	St		20732	0503043746	Self-Initiated	06/01/2022	06/10/2022	O'Dell, Connie
CE22-43		Closed: Voluntary Compliance	Property Maintenance - Sanitary Maintenance - Garbage, Trash & Debris - Closed	Medium	2313		CARDINAL	Way		20732	0503174654	Complaint	05/31/2022	06/08/2022	O'Dell, Connie
CE22-42		Closed: Voluntary Compliance	Property Maintenance - Sanitary Maintenance - Grass - Closed	Medium	3447		COX	Rd		20732	0503046834	Self-Initiated	05/24/2022	06/06/2022	O'Dell, Connie
CE22-41		Closed: Voluntary Compliance	Property Maintenance - Minimum Requirements - Closed	Medium	3808		29TH	St		20732	0503074471	Self-Initiated	05/23/2022	06/10/2022	O'Dell, Connie
CE22-40		Closed: Voluntary Compliance	Property Maintenance - Sanitary Maintenance - Grass - Closed	Medium	8203		ELM			20732	0503046737	Complaint	05/20/2022	06/06/2022	O'Dell, Connie
CE22-39		Closed: Voluntary Compliance	Property Maintenance - Sanitary Maintenance - Grass - Closed	Medium	8216		BAYSIDE	Rd		20732	0503048381	Self-Initiated	05/18/2022	06/06/2022	O'Dell, Connie
CE22-31		Closed: Voluntary Compliance	Property Maintenance - Sanitary Maintenance - Grass - Closed	Medium	8421		F	St		20732	0503043541	Self-Initiated	05/04/2022	06/07/2022	O'Dell, Connie
CE22-		Closed:	Minimum Housing	Medium	8718		BAYSIDE	Rd		20732	0503070352	Self-	03/24/2022	06/13/2022	O'Dell,

25	Voluntary Compliance	Standards - Broken or Defective Windows and Door Openings - Closed							Initiated			Connie
CE21-52	Closed: Voluntary Compliance	Constructing an Improvement within Town Rights-of-Way - Closed Zoning Permit Required - Closed	Medium	3242	RECTOR	20732	0503131599	Complaint	07/22/2021	06/27/2022		O'Dell, Connie

Number of Cases: 13



Code Enforcement Summary Report

Report Criteria:

Status	Assigned To	Census Tract	Violation	Initiation	Open Date Range	Follow up Date Range	Close Date Range
All Closed	All		All	All	From To	From To	From 06/02/2022 To 07/13/2022

CE Totals

	Total	Closed Cases	Open Cases
Totals	13	13	0

CE Cases by Employee

Employee	Total	Closed Cases	Open Cases
O'Dell, Connie	13	13	0
Totals	13	13	0

CE Cases by Violation

Violation	Total Violations	Closed Violations	Open Violations
110-15: Steep Slope Construction on or Adjacent to	0	0	0
115-3 Dangerous Buildings - Failure to Comply	0	0	0
200-6 Violations and penalties for Property Maintenance	0	0	0
Constructing an Improvement within Town Rights-of-Way	1	1	0
Exterior Structure - Lack of minimum general maintenance	0	0	0
Failure to maintain a building, structure or premises	0	0	0
Failure to Obtain a Rental License	0	0	0
Fence Over 42"	0	0	0
Foreclosure	0	0	0
Global Stability Analysis/Storm Drain/Stormwater Mgmt Plan Required	0	0	0
Ingress/Egress obstructed by fire hazardous objects	0	0	0
Inoperable climate control unit	0	0	0
Inoperable Vehicle	0	0	0
Littering in the Chesapeake Bay	0	0	0
Mildew/Mold/Damp Interior Surfaces	0	0	0

Minimum Housing Standards - Broken or Defective Windows and Door Openings	1	1	0
Minimum Housing Standards - Condition of the Premises A (3)	0	0	0
Minimum Housing Standards - Exterior Structure B (1)	0	0	0
Minimum Housing Standards - Exterior Structure B (2)	0	0	0
Minimum Housing Standards - Exterior Structure B (3)	0	0	0
Minimum Housing Standards - Exterior Structure B (5)	0	0	0
Minimum Housing Standards - Exterior Structure B (9)	0	0	0
Minimum Housing Standards - Interior Structure	0	0	0
Operating a Business/Activity without a License	0	0	0
Operating a licensed recreational vehicle on public highways	0	0	0
Operating a RV on private property	0	0	0
Operating a short term rental	0	0	0
Operating an unlicensed recreational vehicle on public highways	0	0	0
Operating Restrictions of Recreation Vehicles	0	0	0
Overflow of ground water, public water or sewer	0	0	0
Pool Fencing - Missing or Non-Compliant	0	0	0
Prohibited Animals	0	0	0
Prohibited Parking	0	0	0
Property Maintenance - Minimum Maintenance Requirements	1	1	0
Property Maintenance - Minimum Maintenance Requirements (B)	0	0	0
Property Maintenance - Sanitary Maintenance - Garbage, Trash & Debris	2	2	0
Property Maintenance - Sanitary Maintenance - Grass	7	7	0
Property Maintenance - Sanitary Maintenance - Nuisance, Health or Fire Hazard	0	0	0
Property Maintenance - Sanitary Maintenance - Rodents	0	0	0
Property Maintenance - Sanitary Maintenance - Vehicles	1	1	0
Sanitary Maintenance	0	0	0
Sewer is Backed Up	0	0	0
Sewer/Water Manual Violation	0	0	0
Sign Ordinance	0	0	0
Waste/Sewer Back Up	0	0	0
Zoning Infraction	0	0	0
Zoning Permit Required	1	1	0
Totals	14	14	0



Code Enforcement Case Detail Report

Report Criteria:

Status	Priority	Violation Status	Assigned To	Violation	Property Type	CDBG Eligibility	Open Date Range	Follow up Date Range	Close Date Range	Initiation Type
All Open	All	All	All	All	All	All	From To	From To	From To	

Report Details

Case#	eFM Case#	Status	Violation(s)	Priority	Street Number	Street Direction	Street Name	Street Type	Unit	Zip	APN	Initiation	Open Date	Follow Up Date	Assigned To
CE22-56		Administrative Citation Issued	Failure to Obtain a Rental License - Open	Medium	3911	E	CHESAPEAKE BEACH	Rd		00000	0503048586	Self-Initiated	07/06/2022		O'Dell, Connie
CE22-55		Stop Work Order	Zoning Permit Required - Open	Medium	3905		27TH	St		20732	0503047199	Complaint	07/05/2022	07/29/2022	O'Dell, Connie
CE22-54		Administrative Citation Issued	Failure to Obtain a Rental License - Open	Medium	3919	E	CHESAPEAKE BEACH	Rd		20732	0503048535	Self-Initiated	06/28/2022	07/19/2022	O'Dell, Connie
CE22-52		Administrative Citation Issued	Failure to Obtain a Rental License - Open	Medium	8718		BAYSIDE	Rd	Unit A	20732	0503070352	Self-Initiated	06/23/2022	07/22/2022	O'Dell, Connie
CE22-51		Administrative Citation Issued	Failure to Obtain a Rental License - Open	Medium	3325	E	CHESAPEAKE BEACH	Rd		20732	0503005402	Self-Initiated	06/15/2022	07/28/2022	O'Dell, Connie
CE22-50		Administrative Citation Issued	Operating a Business/Activity without a License - Open	Medium	3605		12TH	St		20732	0503094979	Self-Initiated	06/13/2022	07/19/2022	O'Dell, Connie
CE22-49		Administrative Citation Issued	Operating a Business/Activity without a License - Open	Medium	3907		16TH	St		20732	0503049426	Self-Initiated	06/10/2022	07/19/2022	O'Dell, Connie
CE22-48		Notice of Violation Given	Property Maintenance - Sanitary Maintenance - Grass - Open	Medium	3908		17TH	St		20732	0503069427	Complaint	06/10/2022	07/22/2022	O'Dell, Connie
CE22-38		Inspection	Littering in the Chesapeake Bay - Open	Medium	8501		Bayside	Rd		20732		Complaint	05/13/2022	07/22/2022	O'Dell, Connie
CE22-32		Verbal Warning Given	Property Maintenance - Sanitary Maintenance - Vehicles - Open	Medium	3620		27TH	St		20732	0503043762	Self-Initiated	05/04/2022	07/22/2022	O'Dell, Connie
CE22-20		Notice of Violation Given	Failure to maintain a building, structure or premises - Open Property Maintenance - Minimum Maintenance Requirements - Open	Medium	4004-4024		SEA GATE			20732		Self-Initiated	03/07/2022	07/18/2022	O'Dell, Connie
CE22-19		Notice of Violation Given	Failure to maintain a building, structure or premises - Open Property Maintenance - Minimum Maintenance Requirements - Open	Medium	4024		SEA GATE			20732	0503158535	Self-Initiated	03/07/2022	07/18/2022	O'Dell, Connie
CE22-18		Notice of Violation Given	Failure to maintain a building, structure or	Medium	4020		SEA GATE			20732	0503158527	Self-Initiated	03/07/2022	07/18/2022	O'Dell, Connie

		premises - Open Property Maintenance - Minimum Maintenance Requirements - Open											
CE22-17	Notice of Violation Given	Failure to maintain a building, structure or premises - Open Property Maintenance - Minimum Maintenance Requirements - Open	Medium	4016	SEA GATE		20732	0503158519	Self-Initiated	03/07/2022	07/18/2022	O'Dell, Connie	
CE22-16	Notice of Violation Given	Failure to maintain a building, structure or premises - Open Property Maintenance - Minimum Maintenance Requirements - Open	Medium	4012	SEA GATE		20732	0503158497	Self-Initiated	03/07/2022	07/18/2022	O'Dell, Connie	
CE22-15	Notice of Violation Given	Failure to maintain a building, structure or premises - Open Property Maintenance - Minimum Maintenance Requirements - Open	Medium	4008	SEA GATE		20732	0503158489	Self-Initiated	03/07/2022	07/18/2022	O'Dell, Connie	
CE22-14	Notice of Violation Given	Failure to maintain a building, structure or premises - Open Property Maintenance - Minimum Maintenance Requirements - Open	Medium	4004	SEA GATE		20732	0503158462	Self-Initiated	03/07/2022	07/18/2022	O'Dell, Connie	
CE22-10	Notice of Violation Given	Prohibited Animals - Open	Medium	7669	OLD BAYSIDE	Rd	20732	0503093719	Complaint	02/28/2022	06/10/2022	O'Dell, Connie	
CE22-5	Notice of Violation Given	Zoning Permit Required - Open Zoning Permit Required - Open	Medium	7839	DE FOREST	Dr	20732	0503070603	Self-Initiated	02/18/2022	06/10/2022	O'Dell, Connie	
CE21-84	Administrative Citation Issued	Zoning Permit Required - Open Zoning Infraction - Open	Medium	3605	12TH	St	20732	0503094979	Self-Initiated	12/08/2021	08/02/2022	O'Dell, Connie	
CE21-78	Administrative Citation Issued	Zoning Permit Required - Open Zoning Infraction - Open	Medium	3907	16TH	St	20732	0503049426	Complaint	11/09/2021	08/02/2022	O'Dell, Connie	
CE19-91	Inspection	Property Maintenance - Sanitary Maintenance - Vehicles - Closed Property Maintenance - Sanitary Maintenance - Garbage, Trash & Debris - Open Sanitary Maintenance - Open Property Maintenance - Minimum Maintenance Requirements - Open	Medium	7524	C	St	20732	0503070557	Self-Initiated	11/14/2019	07/22/2022	O'Dell, Connie	
CE19-	Inspection	Zoning Permit	High	7340	G	St	20732	0503095037	Complaint	03/22/2019	07/22/2022	O'Dell,	

17		Required - Closed Global Stability Analysis/Storm Drain/Stormwater Mgmt Plan Required - Closed											Connie
CE18-76	Foreclosure	Property Maintenance - Sanitary Maintenance - Garbage, Trash & Debris - Open Property Maintenance - Sanitary Maintenance - Vehicles - Open	Medium	2541	SHADY OAK	Ct	20732	0503174379	Complaint	10/19/2018	07/22/2022		O'Dell, Connie

Number of Cases: 24



Code Enforcement Summary Report

Report Criteria:

Status	Assigned To	Census Tract	Violation	Initiation	Open Date Range	Follow up Date Range	Close Date Range
All Open	All		All	All	From To	From To	From To

CE Totals

	Total	Closed Cases	Open Cases
Totals	24	0	24

CE Cases by Employee

Employee	Total	Closed Cases	Open Cases
O'Dell, Connie	24	0	24
Totals	24	0	24

CE Cases by Violation

Violation	Total Violations	Closed Violations	Open Violations
110-15: Steep Slope Construction on or Adjacent to	0	0	0
115-3 Dangerous Buildings - Failure to Comply	0	0	0
200-6 Violations and penalties for Property Maintenance	0	0	0
Constructing an Improvement within Town Rights-of-Way	0	0	0
Exterior Structure - Lack of minimum general maintenance	0	0	0
Failure to maintain a building, structure or premises	7	0	7
Failure to Obtain a Rental License	4	0	4
Fence Over 42"	0	0	0
Foreclosure	0	0	0
Global Stability Analysis/Storm Drain/Stormwater Mgmt Plan Required	1	1	0
Ingress/Egress obstructed by fire hazardous objects	0	0	0
Inoperable climate control unit	0	0	0
Inoperable Vehicle	0	0	0
Littering in the Chesapeake Bay	1	0	1
Mildew/Mold/Damp Interior Surfaces	0	0	0
Minimum Housing Standards - Broken or Defective Windows	0	0	0

and Door Openings

Minimum Housing Standards - Condition of the Premises A (3)	0	0	0
Minimum Housing Standards - Exterior Structure B (1)	0	0	0
Minimum Housing Standards - Exterior Structure B (2)	0	0	0
Minimum Housing Standards - Exterior Structure B (3)	0	0	0
Minimum Housing Standards - Exterior Structure B (5)	0	0	0
Minimum Housing Standards - Exterior Structure B (9)	0	0	0
Minimum Housing Standards - Interior Structure	0	0	0
Operating a Business/Activity without a License	2	0	2
Operating a licensed recreational vehicle on public highways	0	0	0
Operating a RV on private property	0	0	0
Operating a short term rental	0	0	0
Operating an unlicensed recreational vehicle on public highways	0	0	0
Operating Restrictions of Recreation Vehicles	0	0	0
Overflow of ground water, public water or sewer	0	0	0
Pool Fencing - Missing or Non-Compliant	0	0	0
Prohibited Animals	1	0	1
Prohibited Parking	0	0	0
Property Maintenance - Minimum Maintenance Requirements	8	0	8
Property Maintenance - Minimum Maintenance Requirements (B)	0	0	0
Property Maintenance - Sanitary Maintenance - Garbage, Trash & Debris	2	0	2
Property Maintenance - Sanitary Maintenance - Grass	1	0	1
Property Maintenance - Sanitary Maintenance - Nuisance, Health or Fire Hazard	0	0	0
Property Maintenance - Sanitary Maintenance - Rodents	0	0	0
Property Maintenance - Sanitary Maintenance - Vehicles	3	1	2
Sanitary Maintenance	1	0	1
Sewer is Backed Up	0	0	0
Sewer/Water Manual Violation	0	0	0
Sign Ordinance	0	0	0
Waste/Sewer Back Up	0	0	0
Zoning Infraction	2	0	2
Zoning Permit Required	6	1	5
Totals	39	3	36



Rental Registration Case by Status Report

Report Criteria:

Case Open From To Case Close From To

Report Details:

<i>Status</i>	<i># of cases with this status</i>
Application received	3
Application reviewed - need more info	1
Inspections in progress	15
Waiting on License Fee	29
License Current	256
License Expired	0
Declaration of Ineligibility	0
Closed: Expired - Will not renew	0
Notification Process	19
Closed	49
Re-Inspection	11
Administrative Citation Filed	3
Total Cases	386



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Town of Chesapeake Beach

Engineer's Report 7-13-22

From: Messick Group, Inc (MGI)
Wayne A. Newton, P.E

Below is the monthly update of projects and upcoming action items to be completed by our office:

Fishing Creek Dredging:

Action: Waiting for update from USACOE for bidding results and project start.

Richfield Station:

Action: M&A signed the final forms of PWA's and forwarded to Town for completion of the Plats on 7/27/21. Waiting for plat processing and start of construction – Minor email traffic about plat signing details in late December, but nothing further. M&A is as-built surveying portions of the sewers to determine slopes and possible inverted sections in preparation for work to re-start to guide the repairs.

261 Sidewalks:

Action: SHA final 30% design review is in progress by SHA. M&A followed up with Office of Structures to gain status of the review. MOU for 100% design received. Town Council to vote on its acceptability. NEPA approval will be received once we can identify the exact impact areas in the final design phase. M&A finalizing MOU for advertisement of design services.

Heritage:

Action: Final walk through planned to develop punch list of remedial items once the project is finished.

Kellams Field:

Action: Draft of phase 1 master plan for Kellam's redevelopment including tot lot, senior exercise amenities, pickle ball, tennis court and walking trails completed for review with the committee. Completed concept plan for tot lot rec equipment with All Rec. Currently Processing second option with Playground Specialists. Both draft design to be forwarded to the committee for review and approval. New storm drain outfall under field to create positive drainage off the site is complete. MDE/USACOE Joint State & Federal Application has been submitted, waiting for on site review meeting.



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WWTP UV Protection RFP

Action: McCrone adjusted plans for final bid documents and incorporated Josh's suggested matt covering. M&A is preparing the RFP package and setting up the bidding forms.

Flood Resiliency Plan

Action: M&A working with Chris Jakubiak and Committee to explore recommendations to address future sea level rise concerns. M&A documented flood levels from 10/29 storm. Created map of areas impacted by 10/29 storm for the committees use. Overall mapping of 4 subareas is complete. They include Harbor Rd, Kellams Field, Seagate & 27th/ C Streets. Detailed surveys of important infrastructure in flood prone areas of Town and all bayfront outfall complete and added to the Flood mapping.

Water Park

Action: M&A working with Town staff to review the integrity of the Water park and creating a report of suggested upgrades. Scanning of the site to create a 3D model of the existing conditions completed in the field – needs compiling.

Pocket Parks

Action: M&A prepared concept plans for B Street, 29th Street & Bayfront (including the connector path), 29th/30th street connector & Kellams Trail Connection. These concepts were based on our walkable community committee meeting on June 30th. M&A will forward for review and comment. Surveys of these areas is commencing as well.



CALVERT COUNTY SHERIFF'S OFFICE

TWIN BEACHES PATROL

Date: July 1, 2022
To: Sharon Humm
From: Sergeant Gary Shrawder
Re: Sheriff's Office Report-Chesapeake Beach

In June of 2022, the Sheriff's Office handled 180 calls for service in Chesapeake Beach. This is up from 168 calls in May of 2022.

Twin Beach deputies had 663 self-initiated (patrol checks, follow-up investigations, traffic stops etc)

Twin Beach deputies received 180 calls for service by other means (citizens, alarm companies, etc)

Call Breakdown for the 180 calls, we handled:

- Fraud
 1. Green Leaf Terr- telephone scam suspect scammed victim out of money- under investigation
- Theft
 1. 27th St- suspect entered unlocked vehicle with windows down and stole wallet that was sitting on the center console- under investigation
 2. Water Park- suspect stole cell phone- 1 arrested
 3. East Chesapeake Beach Rd- victims cat was lost suspect found it and refused to give it back after proof of ownership cat was returned- no further
 4. Lawrin Ct- cleaning crew possibly stole diamond ring while cleaning- under investigation
- Disorderly
 1. East Chesapeake Beach Rd- disorderly subjects in alley behind Tyler's Tackle Shop. Suspect discharged shot gun into air to disperse crowd- 1 arrested
 2. Abner's- 5 subjects fighting for unknown reasons- 1 arrested
 3. 29th & Bayside Rd- suspect passed out in grass- after contacting suspect he became disorderly and ran- resisted arrest had 3 open warrants and assaulted deputies- 1 arrested
- Assault
 1. Twin Beach Market- suspect assaulted customers while walking in to store unprovoked- 1 arrested also mental evaluation ordered
- Burglary
 1. Gordon Stinnett Ave- suspect entered rear of unoccupied residence to smoke narcotics in the middle of the night- under investigation

2. Gordon Stinnett Ave- suspect entered rear of unoccupied residence to smoke narcotics in the middle of the night- under investigation

- Narcotics arrests

1. Rt.260 & D st- Traffic stop- civil marijuana located- 1 arrested
2. Bayside Rd & 13 th St- Traffic stop- civil marijuana located- 1 arrested
3. Bayside Rd & 16th St- Traffic stop-civil marijuana located- 1 arrested
4. Rt.260 & Wesley Stinnett – Traffic stop-civil marijuana located- 1arrested
5. Bayside Rd & 15th St- Traffic stop- civil marijuana located – 1 arrested
6. Bayside RD & 31st St- Traffic stop- unprescribed pills located- 1 arrested

- Other arrest

1. Delores Ct- Violation of order- suspect violated order by texting petitioner- 1 arrested
2. Bayside Rd & 13th St- Traffic stop- driver was intoxicated- 1 arrested
3. Bayside Rd & Mears Ave- Traffic stop- driver was intoxicated- 1 arrested

- Missing person

1. Missing person located approximately 25 yards off of the rail trail back in the woods deceased- no foul play

June 2022 Calls for Service Chesapeake Beach

Call Type	Month	Year	Call Type	Month	Year	Call Type	Month	Year
911 Hang Up	20	155	Firearms Complaint	0	1	Relay	0	3
Abandoned Vehicle	3	10	Fireworks Complaint	0	0	Robbery	0	0
Accident	10	52	Found Property	0	6	Search Warrant	0	1
Alarm	14	39	Fraud	1	9	Sexual Assault	0	1
Alcohol Violation	0	0	Harassment	0	5	Sex Offender Registry	0	0
Animal Complaint	6	22	Illegal Dumping	1	1	Special Assignment	2	20
Assault	0	8	Industrial Accident	1	2	Stalking	0	0
Assist Motorist	10	38	Indecent Exposure	0	0	Stolen Vehicle	0	0
Assist Other Dept	0	19	Intoxicated Person	0	0	Summons Service	2	10
Assist Sick/Injured	9	28	Kidnapping/Abduction	0	0	Suspicious Person	3	38
Attempt to Locate	7	59	Loitering	0	1	Suspicious Vehicle	4	38
Burglary	2	3	Lost Property	0	0	Tampering with MV	0	1
CDS Violation	1	4	Loud Party/ Music	1	2	Telephone Misuse	0	0
Check Welfare	11	42	Mental Subject	0	4	Theft	4	12
Conservor of Peace	0	15	Missing Person	0	3	Traffic Complaint	14	39
Destruction of Property	0	3	Neighborhood Dispute	0	3	Traffice Control	0	4
Death Investigation	1	3	Notification	0	1	Traffic Enforcement	0	4
Disorderly	10	32	Parking Complaint	3	11	Trespassing	5	16
Domestic	7	33	Person with Weapon	0	1	Unauthorized Use MV	0	0
Escort	0	1	Police Information	23	99	Unknown Problem	1	6
Eviction	0	1	Protective/Peace Order	1	12	Violation Protective Order	1	4
Fight	2	5	Prowler	0	0	Warrant Service	0	7
						Total Calls	180	936
	Month	Year		Month	Year		Month	Year
DUI Arrest	2	11	CDS Arrest	1	8	Other Arrest	6	30
Civil Marijuana Citations	5	25	Non Fatal Overdose	0	1	Fatal Overdose	0	0
Patrol Checks	544	3194	Traffic Stops	108	594	Follow Ups	11	33
**** Notes ****								
Deputies assigned to the Twin Beach Patrol handled 214 calls outside of the Twin Beach Patrol Area in this month. (These calls include off duty responses, calls handled to and from work, special events, overtime assignments, special unit assignments, calls while working a shift, etc. The Computer Data System has no way of classifying the on shift or off shift status of an officer when handling a call for service.)								

June 2022 Calls for Service North Beach

Call Type	Month	Year	Call Type	Month	Year	Call Type	Month	Year
911 Hang Up	7	55	Firearms Complaint	0	0	Relay	0	1
Abandoned Vehicle	2	2	Fireworks Complaint	0	0	Robbery	0	1
Accident	5	21	Found Property	2	10	Search Warrant	0	1
Alarm	3	16	Fraud	0	2	Sexual Assault	1	2
Alcohol Violation	0	0	Harassment	2	3	Sex Offender Registry	0	0
Animal Complaint	2	9	Illegal Dumping	1	3	Special Assignment	2	6
Assault	0	2	Industrial Accident	0	0	Stalking	0	0
Assist Motorist	4	14	Indecent Exposure	1	1	Stolen Vehicle	0	0
Assist Other Dept	0	3	Intoxicated Person	0	1	Summons Service	2	7
Assist Sick/Injured	2	18	Kidnapping/Abduction	0	0	Suspicious Person	3	10
Attempt to Locate	12	20	Loitering	0	0	Suspicious Vehicle	1	8
Burglary	0	1	Lost Property	0	0	Tampering with MV	0	0
CDS Violation	0	4	Loud Party/ Music	0	1	Telephone Misuse	0	0
Check Welfare	14	44	Mental Subject	0	1	Theft	1	9
Conservor of Peace	0	6	Missing Person	0	4	Traffic Complaint	4	13
Destruction of Property	1	6	Neighborhood Dispute	1	2	Traffice Control	0	0
Death Investigation	0	0	Notification	0	0	Traffic Enforcement	6	12
Disorderly	6	25	Parking Complaint	4	20	Trespassing	6	11
Domestic	1	18	Person with Weapon	0	1	Unauthorized Use MV	0	2
Escort	0	1	Police Information	7	43	Unknown Problem	1	4
Eviction	4	6	Protective/Peace Order	4	10	Violation Protective Order	0	1
Fight	0	1	Prowler	0	0	Warrant Service	1	4
						Total Calls	113	466
	Month	Year		Month	Year		Month	Year
DUI Arrest	0	1	CDS Arrest	3	7	Other Arrest	4	22
Civil Marijuana Citations	3	11	Non Fatal Overdose	0	1	Fatal Overdose	1	1
Patrol Checks	170	1180	Traffic Stops	23	165	Follow Ups	0	10
**** Notes ****								



June 2022 Town Stats

Fire = 34

AFA = 4

Brush 1

Fire Calls dispatched in the Town of CB = 18

EMS = 16

Fire Calls dispatched in the Town of NB = 16

Fire's = 0

(Chimney, House, Barn, vehicle, ETC)

Hazmat = 0

Fire Drill: tower refresher

Investigation = 0

MVA = 2

Helicopter Landing = 3

Service = 6

Water Rescue = 1

Fundraising: none



EMS =87

Chest Pains= 8

Other Non- Emergent dispatched Calls = 6

Diabetic Emergency = 3

Hemorrhage= 0

Cardiac Arrest - 3

Altered Mental Status =3

Allergic Reaction - 0

Traumatic Injury = 7

Abdominal pains- 3

Sick person = 18

Med Alarm - 3

Fire Standby = 0

MVC = 2

Overdose =3

Psychiatric Emerg. = 6

Respiratory Distress = 8

Seizures = 4

Stroke (CVA) = 4

Unconscious Subj. = 1

Choking = 1

Syncope = 1

Suicide = 2

Gun Shot =0

Head Injury = 1

Hypertension = 0

water rescue =1

Assault =2

pregnancy = 1

Ems calls for Chesapeake Beach = 39

Ems calls for North Beach = 48

Ems Drill=summer emergencies



OFFICE OF THE PLANNING AND ZONING COMMISSION

To: Mayor and Town Council, Chesapeake Beach, MD

From: Cindy Greengold, Chair, Planning and Zoning Commission

Date: July 21, 2022

Re: Town Council Report

The June meeting of Planning and Zoning was as follows:

1. Election of officers:

Cindy Greengold, Chair

Kathleen Berault, Vice-Chair

2. The Zoning Map was approved as follows:

The map reflects comprehensive rezoning, designed to implement the land use plan:

- a. RV district is now RV1 and RV2 to reflect different uses and densities.
- b. Resource Conservation has been expanded to encompass the open space within the boundaries of existing RPC Districts (Residential Planned Communities).
- c. Commercial districts are now five (5) districts, depending on intensity of use: Maritime Commercial (Rod & Reel area), Town Commercial (gateway on 260, Traders), Neighborhood Commercial (Tangled/Ledo Pizza), and Plaza Commercial (current library/light commercial).
- d. The bonus density overlay has been removed from the old map. This overlay gave the Planning and Zoning Commission the ability to approve site plans up to fifty (50) feet. The new height limit in all districts, including the Maritime Commercial, is now thirty-five (35) feet.

3. 290-19N Imposed conditions on new developments over three (3) housing units: 1000 sq feet per unit, with no less than 75 percent improved as recreational area. This open space will be maintained by the HOA to provide park area for their residents. This is to address the findings in the Comprehensive Plan that the Town has an extreme shortage of open space and play areas for all ages.

4. Tourist Homes 290-43 were discussed as a definition and approved. The commission did recommend that Tourist Homes, as defined, not be permitted in any district at this time. The deliberation was centered around the safety issues with respect to residential and school areas in the NC (Neighborhood Commercial) District, and the lack of parking and other conditions such as

over-concentration in the Town Commercial district. Also mentioned was the lack of resident support in questionnaires for Tourist Homes.

5. Resource Conservation District 290-9 -Definition was approved: This area covers a large area of environmentally sensitive areas and reduces the opportunity for intense development and overuse.

In Conclusion,

The Planning & Commission will be holding a Public Hearing on July 27 on the revised zoning map and text amendments that are needed to support the Comprehensive Plan. The commission has added a workshop on August 4 to deliberate further on the Public Hearing comments and prior to final approvals and sending recommendations to the Town Council.

Chesapeake Beach Oyster Cultivation Society Report

July 2022

Chesapeake Beach Town Council Meeting

June was a quiet month.

Sue has made initial introductory contacts with the following organizations:

Stacy Willey – Horn Point Hatchery

Tom Harten – Chespax

Tommy Price – Oyster Recovery Partnership

Lydia Wells – Senior Naturalist CCPR

Initial conversations with Chespax and CCPR staff were held regarding the start of planning for fall field trips.

Activity for CBOCS should pick up later in July as we plan for both 5th grade field trips and delivery of spat on shell from ORP.

Green Team Meeting Minutes

June 23, 2022

Attendees:

Sue Alexander
Linda Draper
Madeleine Blake
Valerie Beaudin
Joan Martin
Sally Bissell
Ken Rasmussen

Meeting came to order at 6:30

Next meeting scheduled for July 28, 2022 at 6:30 pm Pavilions weather permitting; If rain -Town Hall Conference room

Upcoming Community Events:

- Green Team Meeting – July 28
- Paddle & Pathway Pickup – October 1
- BFP garden planting – October 3
- Taste of the Beaches – September 17th

Bayfront Park

- Gardens at BFP have been prepared. Planting will occur October 3
- Jay Berry has offered to help with move and installation of bridge railings to the garden.
- **Action Item:** Linda will work with Jay on bridge railing installation
- **Action Item:** Val will confirm with Holly that plants are purchased/delivered by that date

CB Railway Trail

- Plans for garden at the entryway to the Railway Trail are being developed to include a new tree, plantings, and a bench

Signage

- No current discussion

Pollinator Gardens:

- No current discussion

Education and Outreach

- Melanie is reaching out to several resources to invite a speaker for a discussion on invasive species
- NECC would like to support more workshops of this caliber. They need 6 months to advertise.

Storm Runoff Mitigation

- No current discussion

Tree City USA

- Linda reached out to Berwyn Heights to pick their brain on best practices but received nominal response. She will contact Hyattsville and/or Ellicott City next.
- Tree City Town Committee – recommended that members be comprised of Holly Wahl, Jay Berry, Chris Jakubiak, and two citizens (Sue Alexander volunteered)
- **Action Item:** Valerie will follow up with Holly on setting up Town Committee

Other Issues

- Jan Ruttkay has asked that the traffic island at the intersection of Bayside Rd and Old Bayside Rd across from Beach Elementary be refreshed.
- **Action Item:** Val will include plants/labor in request to town landscaper to complete this when they do BFP on October 1.
- Green Team will support Girl Scouts proposal to install cigarette butt receptacles in town. These receptacles allow the butts to be collected and recycled. Each receptacle costs \$99. **Action Item:** Valerie will check Green Team Budget and take lead on working with scouts to make this happen.
- **Action Item:** Ken Rasmussen will write article about Horseshoe Crabs for town newsletter
- **Action Item:** Valerie will obtain copy of Landscape Contract to share with committee.
- Committee will host a table at Taste of the Beaches.

Other Ongoing Ideas

- Work with Kellam's Field Committee to contribute more rain gardens.
- Jan recommended town provide location for Community sponsored Agriculture (CSA) produce drop offs. Green Committee supports promoting this effort and other CSA projects.
- Michael Pardieck introduced the committee to a search engine called Ecosia. This engine, used in lieu of Google, Firefox, or other commercial engine, donates profits to planting trees around the world.
- Make eradication of Japanese Knotweed a priority
- Install a storage box at pollinator garden for green team supplies and equipment behind spigot – hose, pails, shovels, bags, etc.
- Continue clearing vines on Bayfront Park boardwalk and trail.
- Develop Comprehensive Fishing Creek Trail Maintenance Plan to present to town.
- Holly Wahl is researching cost of updating two (2) signs on the boardwalk that misidentify bird/otter
- Ivy Cleanup Door Hangers – need to identify point of contact for citizens requesting help; mission will be to educate homeowners how and why to remove ivies from trees; possible have team go out and provide one-off lesson on “how to remove.” Sue will continue to work on design of hanger. Public Works can place the hangers once properties are identified.
- Submit recommendations for possible use of \$2.9M Covid Relief Funds to be granted to the town:
 - o Knotweed removal/restoration
 - o B St slope restoration/reinforcement
 - o Goats to clear ivies at Bayfront Park

- Beach replenishment at Bayfront Park
 - Terracing/rebuild of new B St Park Replace town parking lots with pervious materials
 - Purchase lands for future parks.
- Holly has asked that the committee create a video for the town website – to highlight the 17th St gardens (ex what plants are there, why are natives important). Valerie will set up meeting with Holly to discuss scope/purpose. Melanie, Sue, and Sally volunteered to assist this project.
-



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 15, 2022

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 6th. 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. RESULTS:

Bidder	Item #1	Item #2	Item #3	Total
Exterior Pros	\$49,900.00	\$31,990.00	\$5,500	\$87,390.00
The Gutter & Roofing Crew	\$63,700.00	\$38,500.00	\$1,000	\$103,200.00
Benchmark Roofers	\$85,600.00	\$59,850.00	INCLUDED	\$145,450.00

IV. RECOMMENDATION:

It is recommended that Town Council execute a contract with Exterior Pros in the amount of \$87,390.00 to remove and replace the roof at the Public Works facility, the Chesapeake Beach Town Hall and replace the cupola with hardy plank / composite material on the sideboard of the cupola. This cost will come from the FY23 General Fund Capital Improvements line item.



BID FORM
CONTRACTOR'S BID
FOR
CHESAPEAKE BEACH, MARYLAND

Roofing Repairs and Replacement

THIS BID IS SUBMITTED TO: THE TOWN OF CHESAPEAKE
BEACH (OWNER) 8200 BAYSIDE ROAD POST OFFICE BOX 400
CHESAPEAKE BEACH, MARYLAND 20732

BY: BIDDER'S NAME AND ADDRESS:

Name: Exteriorpros

Address: 2910 old Washington Rd
Waldorf, MD 20601

Telephone: 301-632-5111

Email: Roland@exteriorpros.com

Date: July 13, 2022

1 .01 The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the

times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

2.01 BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

3.01 In submitting this Bid, BIDDER represents, as set forth in the Agreement, that:

- A. BIDDER has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all, which is hereby acknowledged:

Addendum No.

1

Addendum Date

July 6, 2022

BID PROPOSAL

4.01 BIDDER further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any individual or entity to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER.

- A. BIDDER acknowledges that BIDDER's price(s) constitutes BIDDER's sole compensation for performing all Work required by the Contract Documents, and if a particular part of the Work is not listed in the Bid Item Descriptions, BIDDER has included that part of the Work in the Bid Item Description which it most logically belongs.

5.01 Schedule of Bid Items

ITEM #1 BIDDER PRICING: Lump sum bidder pricing for Facility #1 Chesapeake Beach Public Works Facility

Forty-Nine Thousand - Nine Hundred - ⁰⁰/₁₀₀ ~

(In writing)

\$ 49,900.00

(In numbers)

ITEM #2 BIDDER PRICING: Lump sum bidder pricing for Facility #2 Chesapeake Beach Town Hall

Thirty-One Thousand Nine Hundred - Ninety dollars ⁰⁰/₁₀₀ ~

(In writing)

\$ 31,990.00

(In numbers)

ITEM #3 BIDDER PRICING: Price to repair or replace louvered cupola @ Town Hall

\$ 5,500.00 to Replace \$ 2,500.00 to repair. 4 paint

Bidders must attach an itemized breakdown of all costs incurred in Item #1 and Item #2.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/22/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Keller Stonebraker Insurance 1120 C Professional Court Hagerstown, MD 21740	CONTACT NAME: Tara Scully PHONE (A/C, No, Ext): (443) 574-1032 FAX (A/C, No): (301) 791-1478 E-MAIL ADDRESS: Tara.Scully@BlueRidgeRiskPartners.com	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Westfield Insurance		24112
INSURER B : Chesapeake Employers' Insurance Company		11039
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			CWP107529C	10/1/2021	10/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CWP107529C	10/1/2021	10/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			CWP107529C	10/1/2021	10/1/2022	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	5073422	7/15/2021	7/15/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Property			CWP107529C	10/1/2021	10/1/2022	Building 321,048
A	Property			CWP107529C	10/1/2021	10/1/2022	BPP 15,435

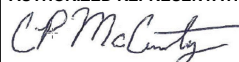
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Verification Of Insurance

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE





Breakdown of Cost

MHIC# 121580 • VA HIC# 2705 135494

Customer Name Holly Wahl		Job Name	Date 07/14/2022
Customer Address 8200 Bayside Road		Job Address 8200 Bayside Road	
Customer City Chesapeake Beach		Job City Chesapeake Beach	
Customer State Maryland	Customer Zip 20732	Job State Maryland	Job Zip 20732
Customer Email Address hwahl@chesapeakebeachmd.gov		Email Address hwahl@chesapeakebeachmd.gov	

<p><u>Labor and Material Cost Break Down</u></p> <p><u>1. Public Works Building</u></p> <p>Labor - 60% of Total Cost of Job - \$29,940</p> <p>Materials - 40% of Total Cost of Job- \$19,960</p> <p>Total Cost - \$49,900</p> <p><u>2. Chesapeake Beach Town Hall</u></p> <p>Labor 40% of Total Job Cost - \$12,796</p> <p>Material- 60% of total job Cost - \$19,194</p> <p>Total Cost - \$31,990</p>



Designer

CROWNE SLATE • ARMOURSHAKE • ROYAL ESTATE

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CLASS **4** IMPACT RESISTANT PERFORMANCE SHINGLES⁶

PERFORMANCE NEVER LOOKED SO GOOD



Before the first lullaby; before training wheels, summer camps and the big job promotion; ahead of summer vacations and high school graduations – there was one thing that mattered most: safeguarding your family members by providing a roof over their heads.



Many of life's most memorable moments unfold under the **UNCOMPROMISING PROTECTION** of your roof.

Since 1951, IKO has been there for North American families just like yours, quietly enduring the elements to protect families, homes and everything dear – while providing the luxury of not having to worry.

Now that it's time to replace your roof, don't take it for granted. Keeping your family comfortable and safe is just as important now as ever. And it's important to choose roofing products that not only look great, but also can go the distance. At IKO, four generations of family-owned-and-operated experience go into every product we make. The result? Beauty you can see. Quality you can feel. And performance you can trust. Because at IKO, it's not just roofing. It's roofing elevated.



When it's time for a new roof, why compromise? With IKO's Designer Collection of shingles, performance never looked so good.



No matter what the architectural style of your home, IKO's Designer Collection of shingles goes above and beyond the beauty, elegance and touch of distinction they impart — because they're engineered for enduring performance. And that's beautiful, too.

IKO Crowne Slate, Armourshake and Royal Estate premium laminated asphalt shingles all offer you outstanding shelter against the elements and the peace of mind that comes from knowing your loved ones are well-protected. Here's why IKO Designer asphalt shingles are an excellent choice:

Eye-catching colors to blend in or stand out from your home's surroundings.

- IKO's exclusive, advanced color-blending technology creates truly stunning color choices.
- They enhance any style of home and beautifully complement other exterior elements.
- We mine and color our own granules. Our proprietary coating helps the shingles resist the sun's ultraviolet rays to inhibit fading and help protect the underlying weathering asphalt from deterioration.
- Algae-resistant granules are embedded in the surface to help prevent the growth of blue-green algae that can cause unattractive black stains, streaks and discoloration.

The heaviest class of laminated asphalt shingles we make.

- Dimensional thickness adds gravitas — substance, weight and texture you can see.
- Heavy weight means they'll lie flat and for longer to help resist wind uplift and blow-off.

IKO's proprietary FastLock® sealant for a superior bonding experience.

IKO's proprietary FastLock® sealant is among the industry's best for resisting wind uplift in hot or cold weather. When activated by the sun's heat, it gets extra-tacky and creates a strong bond to help ensure maximum protection against wind uplift and blow-off.

Oversized shingles with a generous exposure add beauty on a grand scale.

Large size means they go down fast, saving time and labor. It's easy to see how truly gorgeous they are from street level, for tremendous curb appeal.

Class A fire rating:

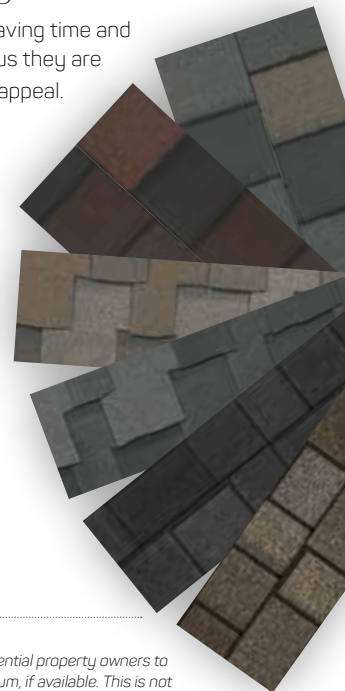
Roof covering fire ratings are Class A, B, C or unrated; with Class A providing the best performance.

Class 4 impact resistance rating.

IKO Crowne Slate and Armourshake shingles qualify for a Class 4 impact resistance rating that may entitle you to a reduction in your home insurance premium.*

*This rating is solely for the purpose of enabling residential property owners to obtain a reduction in their residential insurance premium, if available. This is not a guarantee of impact resistance against hail. Damage from hail is not covered under the Limited Warranty.

We invite you to browse the beautiful options that IKO's Designer Collection has to offer.



Crowne Slate™



Crown your castle with a look inspired by slate and with fortress-like protection!

Whether your home is a classic Victorian or is more contemporary in its architectural style, a roof of IKO Crowne Slate premium asphalt laminated shingles can enhance its curb appeal and make it an awe-inspiring standout in your neighborhood.

Inspired by natural slate, Crowne Slate can breathe new life into your home's appearance while performing brilliantly against the elements, defending your home and family against the ravages of wind and weather in some ways slate never could.

- Sharp definition and precise, square-cut contours impart a luxurious, designer look.
- Our advanced color-blending technology, dimensional thickness and a generous 10-inch exposure create exciting visual appeal and texture, especially on large roof spans. You simply can't achieve this oh-so-impressive look with monochromatic metal roofing or clay tiles.
- Our high-definition color blends plus IKO UltraHP IR capping shingles will give your new roof the final crowning touch.
- Remember it qualifies for a Class 4 impact resistance rating.*

*This rating is solely for the purpose of enabling residential property owners to obtain a reduction in their residential insurance premium, if available. This is not a guarantee of impact resistance against hail. Damage from hail is not covered under the Limited Warranty.

Want to see how Crowne Slate shingles might look on your home? See page 15.



REGAL STONE



REGAL STONE

Classically elegant, charming, refined, yet welcoming.

PERFECT PAIRINGS: Stone, masonry, wood, brick, siding (especially white, beige or grey).

ROYAL GRANITE

Authentic, down-to-earth, unexpectedly dramatic.

PERFECT PAIRINGS: Stone, masonry, wood, brick, siding (especially cream, beige, brown or red).



Crowne Slate™



Color Featured: Royal Granite



ROYAL GRANITE

Built to perform.

HIGHEST IMPACT-RESISTANCE RATING AVAILABLE, CLASS 4.⁶

Crowne Slate's heavy-duty construction, weight and thickness helped these shingles qualify for a Class 4 impact resistance rating, which may entitle you to a reduction in your home insurance premium.*

**This rating is solely for the purpose of enabling residential property owners to obtain a reduction in their residential insurance premium, if available. This is not a guarantee of impact resistance against hail. Damage from hail is not covered under the Limited Warranty.*



HEAVY-DUTY CONSTRUCTION.

A core of two resilient fiberglass mats laminated together for strength and durability are coated top and bottom with weathering asphalt, then surfaced with granules we quarry, crush and color ourselves.

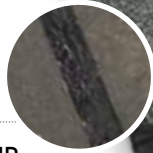


BUILT-IN ALGAE RESISTANCE.

Special algae-resistant granules help inhibit the growth of blue-green algae.

EXCEPTIONALLY STRONG BOND.

When activated by the sun's heat, IKO's FastLock[®] sealant along the shingle's bottom edge gets extra tacky, creating an even stronger bond for maximum protection against wind uplift, blow-off and water infiltration caused by wind-driven rain.



EXTRA COATING OF WEATHERING ASPHALT.

IKO's own modified asphalt provides exceptional flexibility to protect against the harshest elements: high wind, heavy snow, water infiltration from driving rain, temperature extremes — even the impact of punishing hail.⁶

HIGH WIND LIMITED WARRANTY UPGRADE.

High winds and the damage they can cause are on the rise, no matter where you live. You can apply for a High Wind Limited Warranty Upgrade to 130 mph (210 km/h) when your Crowne Slate shingles are installed using IKO's High Wind application method and IKO PROFORMAX roofing accessories.



THE IKO ADVANTAGE^{4,5}

Limited Warranty ¹	Limited Lifetime ³	Length	39 1/2 in (1003 mm)
Iron Clad Protection ¹	15 Years	Width	13 1/4 in (336 mm)
Limited Wind Warranty ¹	110 mph (177 km/h)	Exposure	10 in (254 mm)
Limited High Wind Warranty Upgrade ^{1,2}	130 mph (210 km/h)	Coverage per Bundle	25 ft ² (2.32 m ²)
Blue-Green Algae Resistant ¹	Yes		

ASTM D3462, ASTM D3018, ASTM D3161 — Class F, ASTM D7158 — Class H, ASTM E108/UL 790 — Class A, FM 4473 — Class 4⁶

NOTE: Product and color availability may vary by region. Products with Miami Dade NOA and FBC product approval listings are available. Meets requirements of the Texas Department of Insurance. Please contact IKO for details. ¹See Limited Warranty at IKO.com for complete terms, conditions, restrictions and application requirements. Shingles must be applied in accordance with application instructions and local building code requirements. ²High Wind Application is required. Both roof starter and capping shingles are required with High-Wind Application. ³"Lifetime" means the period of time commencing on the date of the completion of the installation of the shingles on the building and continuing so long as the owner or the first transferee owns the building on which the shingles were installed. ⁴All values shown are approximate. ⁵Products developed with reference to these standards. ⁶This impact rating is solely for the purpose of enabling residential property owners to obtain a reduction in their residential insurance premium, if available. It is not to be construed as any type of express or implied warranty, or guarantee of the impact performance of this shingle by the manufacturer, supplier or installer, and damage from hail is not covered by the Limited Warranty. IKO recommends the use of UltraHP IR, its Class 4 impact resistance rated Hip and Ridge cap shingle, in conjunction with the use of Class 4 impact resistance rated shingles. For further details concerning the FM 4473 standards, visit the FM Approvals website.

Armourshake™



Doesn't a home with the uniqueness of yours deserve a one-of-a-kind shingle?

Armourshake premium asphalt shingles represent IKO's ultimate in design, dimensional thickness, heavy weight and generous exposure, making them exactly the right solution for high-end homes in exclusive neighborhoods. Like yours!

From street level, your roof can account for 40% percent or even more of your home's visual exterior. That's a huge canvas for you to express your home's character and your personality on, from warm and laid-back to stylish and coolly sophisticated.



Color Featured: Weathered Stone

WEATHERED STONE

Timeless and elegant, yet warmly welcoming.

PERFECT PAIRINGS: Stone, masonry, wood, brick, siding (especially white, beige, brown, grey or red).

SHADOW BLACK

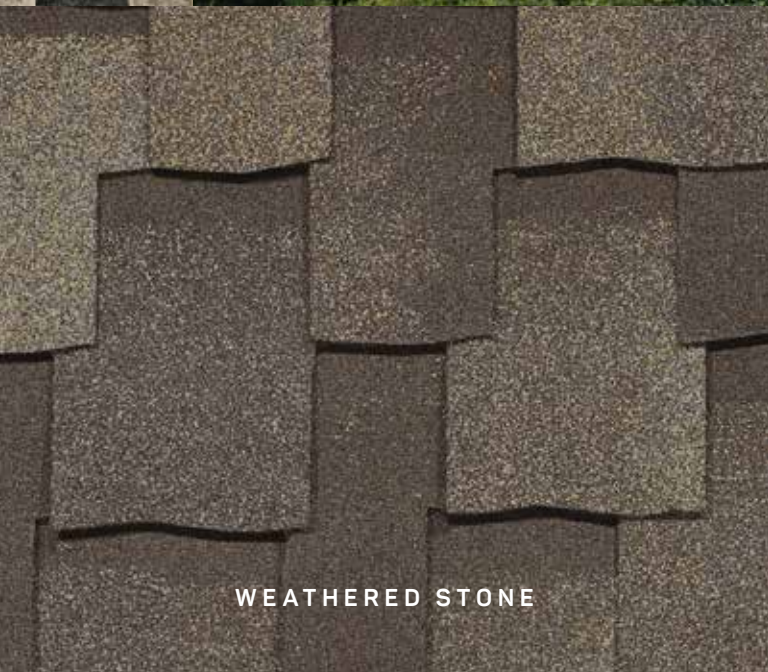
Dramatic, refined, modern minimalist or stately traditional.

PERFECT PAIRINGS: Stone, masonry, siding (especially white or grey).

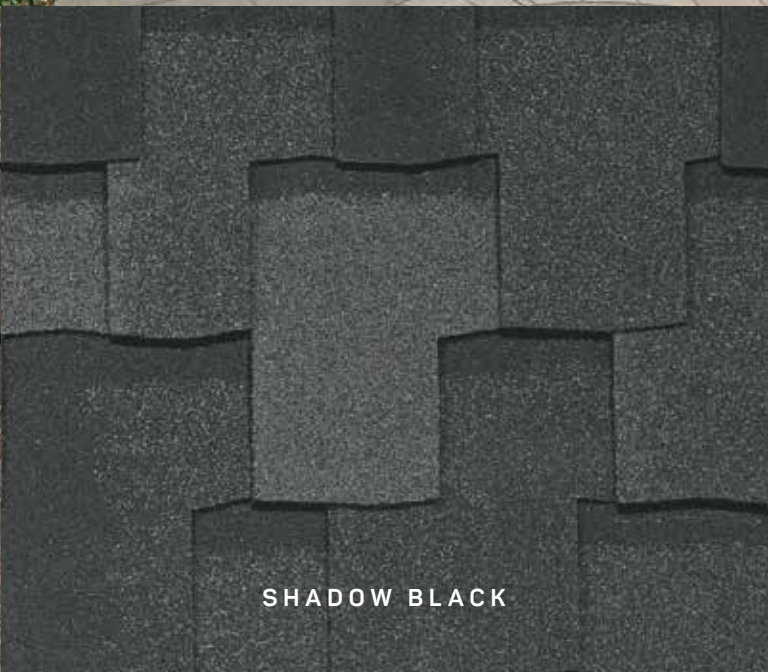
Armourshake™



Color Featured: Weathered Stone



WEATHERED STONE



SHADOW BLACK

GREYSTONE

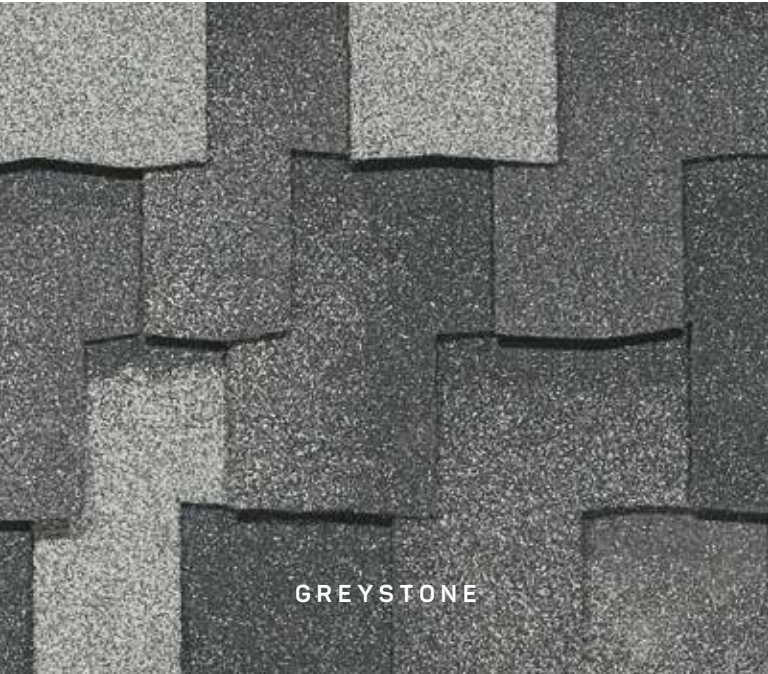
Classically elegant, subtly refined and relaxed.

PERFECT PAIRINGS: Stone, masonry, wood, brick, siding (especially cream, beige or grey).

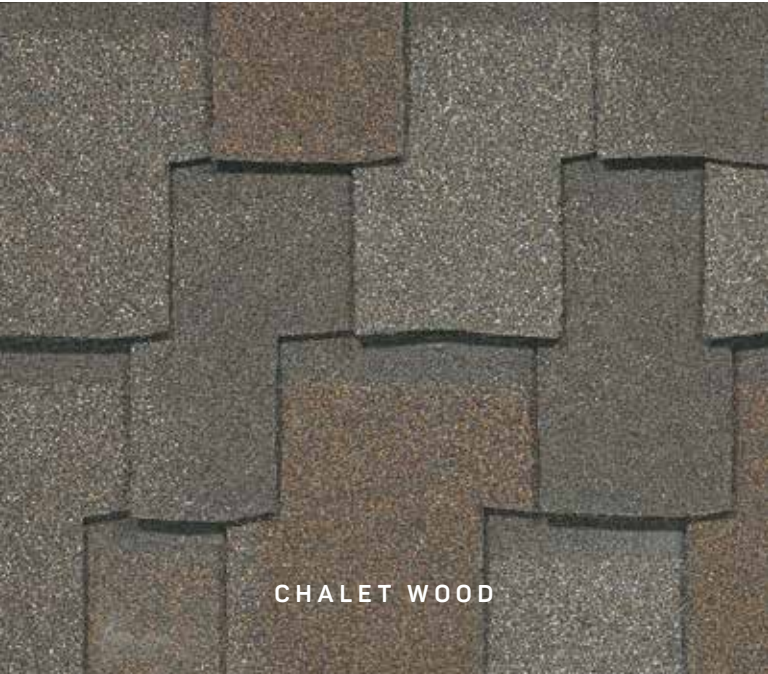
CHALET WOOD

Warm, welcoming and natural.

PERFECT PAIRINGS: Stone, masonry, wood, brick, siding (especially white, red or grey).



GREYSTONE



CHALET WOOD



Color Featured: Shadow Black

- The unique contour, shape and pattern of these shingles are designed to create deep, contrasting shadows while providing maximum visual exposure and scale, especially on steeper slopes. It's sure to draw many admiring looks upward.
- A course of matching Armour Starter strip shingles further enhances their already impressive dimensional thickness.
- IKO PROFORMAX roofing accessories accentuate the roofline and help protect the most vulnerable areas against water infiltration – all while creating an absolutely stunning roofscape.

If you've ever seen an Armourshake roof, you won't soon forget it because it truly is a knockout! Standard architectural shingles, even on estate homes in upscale neighborhoods, can't compare to the look you'll achieve – and deserve – with a new Armourshake roof.

Discover how Armourshake shingles might look on your actual home. See page 15.

Built to perform.

HIGHEST IMPACT RESISTANCE RATING AVAILABLE: CLASS 4.⁶

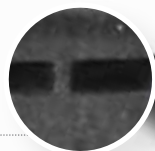
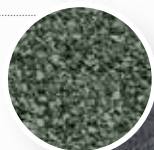
Armourshake's heavy-duty construction, weight and thickness helped these shingles qualify for a Class 4 impact resistance rating, which may entitle you to a reduction in your home insurance premium.*

**This rating is solely for the purpose of enabling residential property owners to obtain a reduction in their residential insurance premium, if available. This is not a guarantee of impact resistance against hail. Damage from hail is not covered under the Limited Warranty.*



BUILT-IN ALGAE-RESISTANCE.

We embed algae-resistant granules into our shingles to help inhibit the growth of blue-green algae.



SUPERIOR SEALING POWER.

Strips of IKO's FastLock® sealant run across the back and along the bottom edge. When activated by the sun's heat, they get extra tacky and create an even stronger bond to help ensure maximum protection against wind uplift, blow-off and water infiltration caused by wind-driven rain.



INNER STRENGTH IS A CORE VALUE.

This shingle is constructed using two resilient fiberglass mats laminated together, then coated top and bottom with weathering asphalt for strength, durability and flexibility even in the coldest weather. Stronger than the shingle material comprising it, this laminated area also contributes to Armourshake's impressive dimensional thickness.



UV-RESISTANT GRANULES.

Our colorfast granules help prevent discoloration from the sun's UV rays.

HIGH WIND LIMITED WARRANTY UPGRADE.

High winds and the damage they can cause are on the rise, no matter where you live. You can apply for a High Wind Limited Warranty Upgrade to 130 mph (210 km/h) when your Armourshake shingles are installed using IKO's High Wind application method and IKO PROFORMAX roofing accessories.

SPECIALLY DESIGNED ACCESSORIES ACCENTUATE INSTALLATION.

Armourshake shingles are installed using a proprietary starter shingle called Armour Starter, which helps give the shingles their luxurious deep profile and dimension, starting at the roof's edge.

THE IKO ADVANTAGE^{4,5}

Limited Warranty ¹	Limited Lifetime ³	Length	37 3/8 in (950 mm)
Iron Clad Protection ¹	15 Years	Width	18 1/2 in (470 mm)
Limited Wind Warranty ¹	110 mph (177 km/h)	Exposure	5 1/2 in (140 mm)
Limited High Wind Warranty Upgrade ^{1,2}	130 mph (210 km/h)	Coverage per Bundle	20 sq ft (1.86 sq m)
Blue-Green Algae-Resistant ¹	Yes		

ASTM D3462, ASTM D3018, ASTM D3161 – Class F, ASTM D7158 – Class H, ASTM E108/UL 790 – Class A, FM 4473 – Class 4⁶

NOTE: Product and color availability may vary by region. Products with Miami Dade NOA and FBC product approval listings are available. Meets requirements of the Texas Department of Insurance. Please contact IKO for details. ¹See Limited Warranty at IKO.com for complete terms, conditions, restrictions and application requirements. Shingles must be applied in accordance with application instructions and local building code requirements. ²High Wind Application is required. Both roof starter and capping shingles are required with High-Wind Application. ³Lifetime* means the period of time commencing on the date of the completion of the installation of the shingles on the building and continuing so long as the owner or the first transferee owns the building on which the shingles were installed. ⁴All values shown are approximate. ⁵Products developed with reference to these standards. ⁶This impact rating is solely for the purpose of enabling residential property owners to obtain a reduction in their residential insurance premium, if available. It is not to be construed as any type of express or implied warranty, or guarantee of the impact performance of this shingle by the manufacturer, supplier or installer, and damage from hail is not covered by the Limited Warranty. IKO recommends the use of its Class 4 impact resistance rated Hip and Ridge cap shingle in conjunction with the use of Class 4 impact resistance rated shingles. For further details concerning the FM 4473 standards, visit the FM Approvals website.



Royal Estate™



Ready to break away from the ordinary?

IKO Royal Estate laminated asphalt shingles offer you a beautiful design solution that's a step up from architectural shingles — actually, more like a quantum leap in terms of their singular, stunning appearance.

Enhance your home's curb appeal and potentially boost its resale value too, with Royal Estate. It truly stands out from other premium shingles in its class.

Color Featured: Harvest Slate



MOUNTAIN SLATE*Traditional, elegant, classic.***PERFECT PAIRINGS:** Stone, masonry, wood, brick, siding (especially white, beige or grey).**HARVEST SLATE***Warm, welcoming, yet majestic and refined.***PERFECT PAIRINGS:** Stone, masonry, wood, brick, siding (especially white, cream or beige).

MOUNTAIN SLATE

TAUPE SLATE



- Precision, random-cut contours create a roofscape of uncommon beauty that will complement the architectural style of any home, whether it's one among many in a subdivision or a custom-built dream home.
- Extra-deep shadow bands provide contrast that gives your new roof an impressive custom look with all the benefits of an asphalt roof and an appearance that alternative materials can't equal.

HARVEST SLATE

TAUPE SLATE

Authentic, down-to-earth, dramatic.

PERFECT PAIRINGS: Stone, masonry, wood, brick, siding (especially cream, beige or grey).

SHADOW SLATE

Traditional, natural, sophisticated.

PERFECT PAIRINGS: Stone, masonry, wood, brick, siding (especially white, beige or grey).



Royal Estate™



SHADOW SLATE

- The Royal Estate shingle is built on a solid core of resilient fiberglass mat that we coat with weathering asphalt for strength, durability and flexibility to help protect against the harshest elements: high winds, heavy snow, water infiltration and temperature extremes. That's performance – and peace of mind.
- Choose from among these high-definition designer color-blend options, all inspired by the hues of natural stone.

Built to perform.



TOUGH TO THE CORE.

This shingle is constructed using two resilient fiberglass mats laminated together, then coated top and bottom with weathering asphalt for strength, durability and flexibility even in the coldest weather. Finally, it's surfaced with IKO's own colored granules.

AN EXCEPTIONAL BONDING EXPERIENCE.

Along the bottom edge of our shingles are strips of IKO's FastLock® sealant. When activated by the sun's heat, it becomes extra tacky to create an even stronger bond for maximum protection against wind uplift, blow-off and water infiltration caused by wind-driven rain.

HIGH WIND LIMITED WARRANTY UPGRADE.

High winds and the damage they can cause are on the rise, no matter where you live. You can apply for a High Wind Limited Warranty Upgrade to 130 mph (210 km/h) when your Royal Estate shingles are installed using IKO's High Wind application method and IKO PROFORMAX roofing accessories.

THE IKO ADVANTAGE ^{4,5}	Limited Warranty ¹	Limited Lifetime ³	Length	40 in (1016 mm)
	Iron Clad Protection ¹	15 Years	Width	13 1/4 in (336 mm)
	Limited Wind Warranty ¹	110 mph (177 km/h)	Exposure	5 5/8 in (143 mm)
	Limited High Wind Warranty Upgrade ^{1,2}	130 mph (210 km/h)	Coverage per Bundle	33 1/3 sq ft (3.1 sq m)
	Blue-Green Algae-Resistant ¹	Yes		
ASTM D3462, ASTM D3018, ASTM D3161 – Class F, ASTM D7158 – Class H, ASTM E108/UL 790 – Class A				
NOTE: Product and color availability may vary by region. Products with Miami Dade NOA and FBC product approval listings are available. Meets requirements of the Texas Department of Insurance. Please contact IKO for details. ¹ See Limited Warranty at IKO.com for complete terms, conditions, restrictions and application requirements. Shingles must be applied in accordance with application instructions and local building code requirements. ² High Wind Application is required. Both roof starter and capping shingles are required with High-Wind Application. ³ "Lifetime" means the period of time commencing on the date of the completion of the installation of the shingles on the building and continuing so long as the owner or the first transferee owns the building on which the shingles were installed. ⁴ All values shown are approximate. ⁵ Products developed with reference to these standards.				

ROOFViewer®



How to choose a color blend you'll keep loving for a long time.

Whether you want your home to blend into its natural surroundings or stand out dramatically, the quality and durability of IKO Designer shingles mean that your new roof will protect your home and family for years to come. It's important to choose your color blend wisely, the way you'd select a paint color for a room inside your home.

Like a paint chip, an actual sample of our shingles will help you make the right decision when you see how the colors change their appearance according to varying degrees of natural light at different times of the day.

Narrow down your choices first, with IKO **ROOFViewer**®.

IKO's exclusive **ROOFViewer** interactive shingle selector tool, available at IKO.com, lets you mix 'n' match IKO shingles based on home style, color of siding and other elements. Or upload a photo of your actual home. Then, ask your contractor or an IKO sales representative to show you our shingle samples.

IMPORTANT! To ensure complete satisfaction, please view several full-size shingles and an actual roof installation prior to final color selection, as the shingle swatches and photography shown online, in our brochures and in our **ROOFViewer** tool may not accurately reflect shingle color and do not fully represent the entire color blend range, nor the impact of sunlight.

PROFORMAX™

INTEGRATED ROOFING ACCESSORIES

Your family deserves the performance, protection and peace of mind that you can put over their heads with a stunning new roof of IKO Designer-class shingles. Ask your contractor or an IKO sales representative to show you all the beautiful options available today.



PROFORMAX ROOFING COMPONENTS	1a 1b 1c DECK PROTECTION	2 SYNTHETIC UNDERLAYMENT	3 ROOF STARTERS	4 CAPPING SHINGLES
Crowne Slate™	IKO GoldSeam™ IKO StormShield®	IKO Stormtite®	IKO Leading Edge Plus™ or IKO EdgeSeal®	IKO UltraHP® IR
Armourshake™	IKO GoldSeam™ IKO StormShield®	IKO Stormtite®	IKO Leading Edge Plus™ or IKO EdgeSeal® and IKO Armour Starter™	IKO UltraHP® IR
Royal Estate™	IKO GoldSeam™ IKO StormShield®	IKO Stormtite®	IKO Leading Edge Plus™ or IKO EdgeSeal®	IKO UltraHP® IKO UltraHP® IR IKO Hip & Ridge 12™

The information in this literature is subject to change without notice. We assume no responsibility for errors that may appear in this literature.



IKO.COM/NA

To find out more about Designer shingles or additional IKO products, please talk to an IKO sales representative or a professional roofing contractor, or contact IKO directly:

United States 1-888-IKO-ROOF (1-888-456-7663)

Canada 1-855-IKO-ROOF (1-855-456-7663)



BID FORM
CONTRACTOR'S BID
FOR
CHESAPEAKE BEACH, MARYLAND

Roofing Repairs and Replacement

THIS BID IS SUBMITTED TO: THE TOWN OF CHESAPEAKE
BEACH (OWNER) 8200 BAYSIDE ROAD POST OFFICE BOX 400
CHESAPEAKE BEACH, MARYLAND 20732

BY: BIDDER'S NAME AND ADDRESS:

Name: Benchmark Roofers
Justin Woodworth

Address: 500 Giddings Ave
Annapolis MD 21401

Telephone: 443 454 1293

Email: justin@benchmarkroofers.com

Date: 7/12/2022

I .01 The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the

times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

2.01 BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

3.01 In submitting this Bid, BIDDER represents, as set forth in the Agreement, that:

- A. BIDDER has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all, which is hereby acknowledged:

Addendum No.

Addendum Date

BID PROPOSAL

4.01 BIDDER further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any individual or entity to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER.

- A. BIDDER acknowledges that BIDDER's price(s) constitutes BIDDER's sole compensation for performing all Work required by the Contract Documents, and if a particular part of the Work is not listed in the Bid Item Descriptions, BIDDER has included that part of the Work in the Bid Item Description which it most logically belongs.

5.01 Schedule of Bid Items

ITEM #1 BIDDER PRICING: Lump sum bidder pricing for Facility #1 Chesapeake Beach Public Works Facility

Eighty five Thousand six hundred $\frac{00}{100}$

(In writing)

\$ 85,600

(In numbers)

ITEM #2 BIDDER PRICING: Lump sum bidder pricing for Facility #2 Chesapeake Beach Town Hall

Fifty Nine Thousand eight hundred fifty $\frac{00}{100}$

(In writing)

\$ 59,850

(In numbers)

* includes cupola repair & paint

Bidders must attach an itemized breakdown of all costs incurred in Item #1 and Item #2.



Benchmark Roofers
500 Giddings Avenue
Annapolis, MD 21401
Phone: 443-454-1293

07/12/2022

Company Representative
Justin Woodworth
Phone: (443) 454-1293
justin@benchmarkroofers.com

Holly Wahl
The Town of Chesapeake Beach
8200 Bayside Road
Chesapeake Beach, MD 20732
(410) 257-2230

Town Hall Roof - GAF Slateline Roof

- Remove existing shingles down to bare wood deck.
 - Remail any loose wood. If bad or rotten wood is discovered, it will be replaced at a price of \$99 per sheet (2 sheets free) OR \$9/LF 1x__
 - Install F style drip edge on eaves and rakes to protect parameter edges
 - Install 3' of GAF Weatherwatch ice and water shield at all gutter lines, eve edges, and valleys.
 - Install GAF FeltBuster Synthetic underlayment.
 - Install GAF ProStart Starter Shingles along all gutter lines and rake edges.
 - Install GAF Slateline Designer Shingles per specifications using 1 1/4" roofing nails (6 nails/shingle). Antique Slate color (same as current design)
 - Install GAF TimberTex Hip & Ridge Shingles.
 - Install new Snow Country ridge vent.
 - Install new pipe and chimney flashings.
 - Clean up and haul away all job related debris
 - Provide owner with GAF Lifetime SYSTEM PLUS WARRANTY
- Our Crews are licensed and insured.
- Crews will maintain safety requirement at all times during the construction process
- Use of tarps, same day trash haul away, gutter blowout, and full magnetic sweep included with all roof installs

* Includes 2-part Base and Cap sheet low slope roofing for small triangular 2/12 sloped area in cent of roof. (same as existing) color to match

\$59,000.00

Cupola repair and paint

- Replace bottom paneling with clear brand PVC paneling to prevent wood rot.
- Cut out and replace rotten wood at corner of cupola railing below louvers. (only bad area on cupola)
- scrape and paint all the white area, leaving metal patina roof as is

\$850.00

TOTAL

\$59,850.00



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Annapolis, MD 21401
Phone: 443-454-1293

07/12/2022

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Holly Wahl
The Town of Chesapeake Beach
8200 Bayside Road
Chesapeake Beach, MD 20732
(410) 257-2230

Public Works Facility

- Remove all existing metal paneling from roof in sections in order of completion, to make water tight each night.
- Leave existing insulation as is to keep R-value, and limit debris inside shop.
- Install new multi ribbed 24ga. steel paneling with external screw system similar to existing. (Galvanized color)
- Install new rake, ridge, and eve flashing. (Eve flashing will be oversized L-bend to support 6" K style gutters)
- Add insulation to fill cavities in-between I-Beams, approx 8" (adding 35 R-Value) from inside with cherry picker or scissor lift (public works employees in charge of moving around items in shop for workspace) Proposed insulation will have same white appearance covering existing insulation from inside. Insulation will be secured with steel hook straps and screw fastened to beams.

* Benchmark Roofers will properly flash any mechanical penetration and remove any unused mechanicals as included in job cost.

\$80,600.00

Gutters Section

- We will remove and dispose of the existing gutters and downspouts.
- New 6" aluminum seamless gutters will be installed. Color selection TBD
- Install new 4x6" oversized downspouts.
- Install Bulldog style screw retained gutter covers to make maintenance free
- Gutters hung with combo of straps and internal brackets.

\$5,000.00

TOTAL

\$85,600.00



500 GIDDINGS AVENUE
ANNAPOLIS, MD 21401
443.454.1293
MHIC#113330

Pre Construction Cost Estimation and Assumptions - Rough Order of Magnitude:

Town Hall Building Roof and Cupola - Labeling as on project as will go hand in hand.

Labor: \$23650

Material Costs: \$33000

72 SQ with waste. Includes Slateline Designer Shingles and full GAF roofing system (Same shingle as on roof), all flashings, 2 sheets free wood (\$99/sheet thereafter), Paneling, and paint needed for cupola . Includes 10% price increase effective 8/1 from our supplier. Delivery before if 8/1 subject to current pricing and 3K discount>.

Disposal Fees: \$2000

Management: \$1200

Pre-Install inspection, material order, and job management 2 days

Service Building

Labor Metal Work: \$19250

Labor Insulation: \$9500

Materials: \$30000

Gutters (Subcontracted): \$5000

Disposal: \$3500

Management: \$3350

OH & P: \$15000

Time, Complexity, and Liability to make worth taking on project (Negotiable)

Estimate

for
Holly Wahl
8536 Bayside Rd
Chesapeake Beach, MD 20732-3311



2905 Leka Drive
Huntingtown, MD 20639
301-741-4286

www.gutterandroofingcrew.com

Estimate No. 1465 Issued on Thu Jul 14, 2022

Qty	Name	Description	Rate	Amount	Tax
1	Material	Material Cost for Item # 1 - Public Works Facility	\$28,977.00	\$28,977.00	NON
1	Service	Labor Cost for Item # 1 - Public Works Facility	\$34,723.00	\$34,723.00	NON
1	Material	Material cost for Item# 2 - Chesapeake Beach Town Hall	\$20,248.00	\$20,248.00	NON
1	Service	Labor Cost for Item# 2 - Chesapeake Beach Town Hall	\$17,272.00	\$17,272.00	NON
1	Service	Dump Fees for Item#2 - Chesapeake Beach Town Hall	\$980.00	\$980.00	NON
1	Material	Material cost for Item# 3 - Chesapeake Beach Town Hall Coupla	\$698.00	\$698.00	NON
1	Service	Labor Cost for Item#3 - Chesapeake Beach Town Hall Coupla	\$302.00	\$302.00	NON
			tax		\$0.00
			estimated total		\$103,200.00

Signature:

Signature Date:

THANK YOU

 for considering The Gutter & Roofing Crew

If these items meet your approval, automatically [approve this estimate now!](#)

QUESTIONS? CONTACT US

info@gutterandroofingcrew.com
301-741-4286

TERMS & CONDITIONS

We accept payment by check, cash and credit. Please send checks to our main address or call with credit card info.

NOTE:

BID FORM
CONTRACTOR'S BID
FOR
CHESAPEAKE BEACH, MARYLAND

Roofing Repairs and Replacement

THIS BID IS SUBMITTED TO: THE TOWN OF CHESAPEAKE
BEACH (OWNER) 8200 BAYSIDE ROAD POST OFFICE BOX 400
CHESAPEAKE BEACH, MARYLAND 20732

BY: BIDDER'S NAME AND ADDRESS:

Name: The Gutter & Roofing Crew

Address: 2905 Leka Drive
Huntingtown, Md. 20639

Telephone: 301-741-4286
Email: info@gutterandroofingcrew.com
Date: 7/13/22

1 .01 The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the

times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

2.01 BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

3.01 In submitting this Bid, BIDDER represents, as set forth in the Agreement, that:

- A. BIDDER has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all, which is hereby acknowledged:

Addendum No.

1

Addendum Date

July 6, 2022

BID PROPOSAL

4.01 BIDDER further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any individual or entity to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER.

- A. BIDDER acknowledges that BIDDER's price(s) constitutes BIDDER's sole compensation for performing all Work required by the Contract Documents, and if a particular part of the Work is not listed in the Bid Item Descriptions, BIDDER has included that part of the Work in the Bid Item Description which it most logically belongs.

5.01 Schedule of Bid Items

ITEM #1 BIDDER PRICING: Lump sum bidder pricing for Facility #1 Chesapeake Beach Public Works Facility

Sixty Three Thousand Seven Hundred

(In writing)

\$ 63,700.00

(In numbers)

ITEM #2 BIDDER PRICING: Lump sum bidder pricing for Facility #2 Chesapeake Beach Town Hall

Thirty eight Thousand five Hundred

(In writing)

\$ 38,500.00

(In numbers)

ITEM #3 BIDDER PRICING: Price to repair or replace louvered cupola @ Town Hall

\$ 1000

Bidders must attach an itemized breakdown of all costs incurred in Item #1 and Item #2.



To: The Honorable Mayor and Town Council
Subject: Public Works Vehicle
Date: July 15, 2022

From: Holly Wahl, Town Administrator

I. BACKGROUND:

Chesapeake Beach Public Works staff provide 24/7 response to Town citizens and requires vehicles to service Town residents. The wear and tear on Public Works vehicles are greater due to conditions they are under with weather, brine, salt, and snow plowing. For these reasons, the Town plans to retire vehicles as necessary to maintain reliable equipment.

II. USE:

Public Works staff is requesting to purchase a new truck that will replace a 2012 F-250 with 121,000. This truck has incurred (10) tens of years of use and salt spreading. The vehicle will be traded in for a new truck to reduce the cost to the Town along with a 2005 GMC pickup that has been out of service for 2 years. We will be looking for the same type of truck to perform day-to-day tasks and that is capable of snowplowing and salt spreading when needed. Public Works will consider 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 whereas the total amount expended would not exceed \$65,000 from the FY23 General Fund Capital Improvements budget.



To: The Honorable Mayor and Town Council
Subject: SHA MOU Safe Routes to School
Date: July 15, 2022

From: Holly Wahl, Town Administrator

I. BACKGROUND:

The Town of Chesapeake Beach has been granted 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.

III. RECOMMENDATION:

It is recommended that the Town Council authorize the mayor to execute the MOU (attached as Exhibit "A") so that the Town can move forward with this project.

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 21st day of July 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 Statutes”), 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
- 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

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

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

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: Christmas Display Lighting Changes
Date: July 15, 2022

From: Holly Wahl, Town Administrator

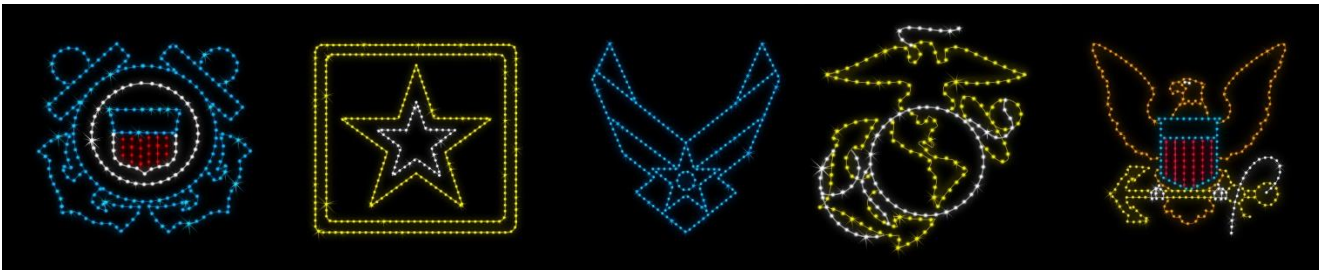
I. BACKGROUND:

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. DISPLAYS:



III. 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.

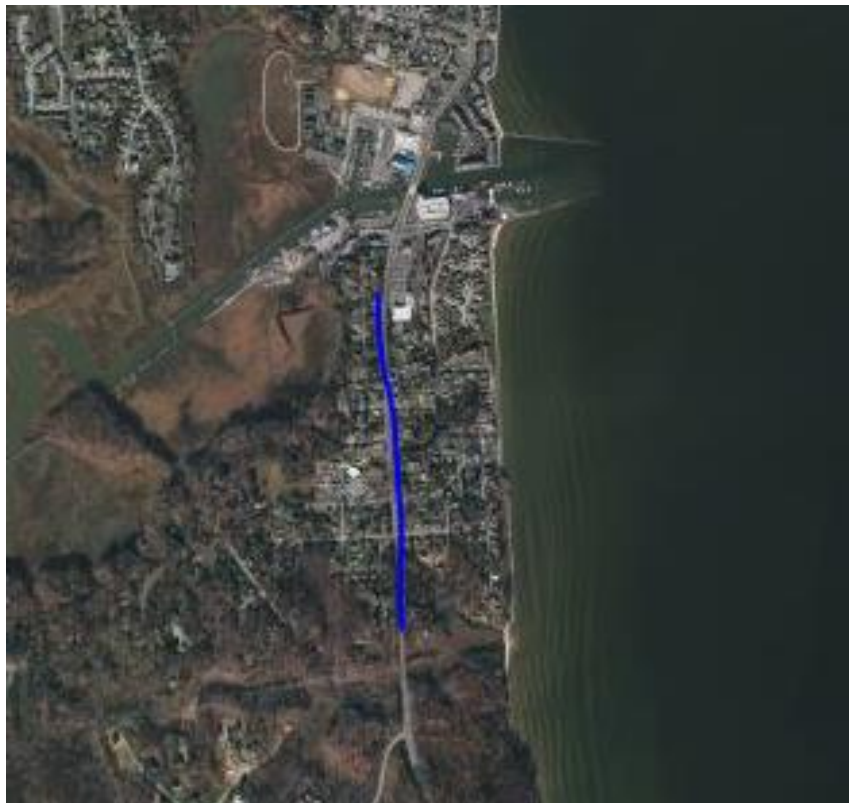
To add labor and installation costs to the current contract to accommodate including these new displays in the Town's annual lighting display.



The proposed area for the new displays purchased by the American Legion Post 206. Town staff will work with the Town contractors to ensure the display is consistent and not overwhelmingly placed in one location.



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. Displays would need to be placed within areas where power exists or is able to be run to the location.





IV. 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 \$4,750 in FY23

Total additional annual costs \$7,250

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
		Total	\$0.00



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

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

Acceptance

Date

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 "TERMS AND CONDITIONS OF SALE", which are incorporated by reference herein.

Subtotal	1780.88
Freight	0.00
Handling	0.00
MD TE	0.00
Total Due	1780.88