

AGENDA
WORCESTER COUNTY COMMISSIONERS

Worcester County Government Center, Room 1101, One West Market Street, Snow Hill, Maryland 21863

The public is invited to view this meeting live online at - <https://worcestercountymd.swagit.com/live>

September 5, 2023

- | | Item # |
|---|---------------------|
| 9:00 AM - Vote to Meet in Closed Session in Commissioners' Conference Room – Room 1103
Government Center, One West Market Street, Snow Hill, Maryland | |
| 9:01 - Closed Session
(Discussion regarding a personnel update, requests to hire an Office Assistant IV, Recycling Crew Leader, Vehicle and Equipment Mechanic, Road Workers, Plant Operator Trainee, and Emergency Specialist Trainees, and certain personnel matters with Human Resources, receiving legal advice, and performing administrative functions) | |
| 10:00 - Call to Order, Prayer, Pledge of Allegiance | |
| 10:01 - Report on Closed Session; Review and Approval of Minutes from August 15, 2023 | |
| 10:02 - Proclamations (2) | 1 |
| 10:03 - Consent Agenda
(Buas Mini Storage Turnover Documents, Out of State Travel Request NRPA Event Management, Out of State Travel Request NRPA Maintenance Management, Out of State Travel Request IAEM Conference, Ocean City Chamber of Commerce Tax Credit, Request to Bid FY24 Pipe, Request to Award BZA Legal Services, Request for Public Hearing Rezoning Case 444, Request to Use South Point Boat Ramp, Request for Letter of Support OPA Cell Phone Service) | 2-11 |
| 10:05 - Chief Administrative Officer: Administrative Matters
(BOE Budget Transfers, Request to Purchase Bulk Water Meter Repair Parts, Request to Purchase FY24 Trucks, Request to Contract Pocomoke Library Design Services, Inlet Corps Request Letter, Request for Public Hearing and Public Comment Redistricting, Cannabis Guidance, Board Appointments, Request to Accept Donated Trailer, MOU School Resource Deputy Program) | 12-19; 21-22 |
| 10:30 - Public Hearing Rezoning Case 440 | 20 |
| 12:00 PM - Questions from the Press; County Commissioner's Remarks | |
| Lunch | |
| 1:00 PM - Chief Administrative Officer: Administrative Matters (if necessary) | |

AGENDAS ARE SUBJECT TO CHANGE UNTIL THE TIME OF CONVENING

Hearing Assistance Units Available – see County Administration Office Please be thoughtful and considerate of others. *Turn OFF all cell phones and notification during the meeting!*
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Minutes of the County Commissioners of Worcester County, Maryland

August 15, 2023

Anthony W. Bertino, Jr., president
Madison J. Bunting, Jr., vice president
Caryn G. Abbott
Theodore J. Elder
Eric J. Fiori (Absent)
Joseph M. Mitrecic
Diana Purnell

Following a motion by Commissioner Elder, seconded by Commissioner Purnell, with Commissioner Fiori absent, the commissioners unanimously voted to meet in closed session at 9:00 a.m. in the Commissioners' Conference Room to discuss legal and personnel matters permitted under the provisions of Section 3-305(b)(1) and (7) of the General Provisions (GP) Article of the Annotated Code of Maryland and to perform administrative functions permitted under the provisions of Section GP 3-104. Also present at the closed session were Chief Administrative Officer Weston Young, Deputy Chief Administrative Officer Candace Savage, County Attorney Roscoe Leslie, Procurement Officer Nicholas Rice, Public Information Officer Kim Moses, Human Resources Director Stacey Norton, and Deputy Director Pat Walls. Topics discussed and actions taken included the following: receiving legal advice from counsel; and performing administrative functions.

Commissioner Fiori was absent from the meeting.

Following a motion by Commissioner Bunting, seconded by Commissioner Purnell, the commissioners unanimously voted to adjourn their closed session at 10:05 a.m.

After the closed session, the commissioners reconvened in open session. Commissioner Bertino called the meeting to order, and following a morning prayer by Reverend Eloise Henry Gordy of Zoar United Methodist Church and pledge of allegiance, announced the topics discussed during the morning closed session.

The commissioners reviewed and approved the open and closed session minutes of their August 1, 2023 meeting as presented.

The commissioners presented years-of-service commendations to retiring Sergeant David Smith of the County Jail (20 years) and Parks Worker IV Phillip McCary (10 years) for their outstanding service to the County.

Upon a motion by Commissioner Bunting, the commissioners unanimously approved by consent agenda item numbers 2-5 and 7 as follows: a \$20,000 FY24 PRAR grant; Triple Crown Phase II Small Project Agreement; scheduling Citizen Scrap Tire Day for October 7, 2023; bid specifications for the Northern Worcester Athletic Complex parking lot; and the low bid from D.W. Burt Concrete Construction, Inc. of \$48,878 for the Bishopville Recycling Center concrete

pad project.

Pursuant to the recommendation of Procurement Officer Nicholas Rice and upon a motion by Commissioner Mitrecic, the commissioners unanimously approved bid specifications for phase I and phase II of the South Point bulkhead replacement project.

Colonel Doug Dods of the Sheriff's Office presented a request to purchase a used, thirty-two-foot, enclosed trailer at a cost of \$25,000 for use within the Sheriff's Office. Following some discussion and upon a motion by Commissioner Elder, the commissioners agreed to table the request until Colonel Dods provides them with information on the weight of the trailer and the towing capacity of the truck that will be used to transport it.

The commissioners conducted a public hearing to provide information on the progress of Housing Rehabilitation Grant MD-23-CD-25, which was funded under the Maryland Community Development Block Grant (CDBG) Program in the amount of \$300,000 to rehabilitate 18 owner-occupied homes. Housing Program Coordinator Davida Washington reviewed the program, noted that six home projects have been completed, another five are currently under construction, and bid packages are being prepared for another five homes. To date \$265,148.66 of the combined CDBG grant and program income funding has been committed. Commissioner Purnell thanked Ms. Washington and noted that this program has been lifechanging for those served through this County program.

Commissioner Bertino opened the floor to receive public comments.

There being no public comments, Commissioner Bertino closed the public hearing. Upon a motion by Commissioner Bunting, the commissioners unanimously concurred with the scheduled expenditure of Housing Rehabilitation Grant MD-23-CD-25 as presented.

Pursuant to the recommendation of Emergency Services Deputy Director James Hamilton in response to a request from the Pocomoke City Police Department (PCPD) and upon a motion by Commissioner Mitrecic, the commissioners unanimously authorized Emergency Services to perform dispatch operations for the PCPD from midnight to 8 a.m. daily. Mr. Hamilton reviewed the request, advised that there are typically only two calls daily to the PCPD during this time period, and advised that the County currently provides this same daily service, 24 hours per day to the Snow Hill Police Department.

Pursuant to the request of Procurement Officer Nicholas Rice and Public Works Director Dallas Baker and upon a motion by Commissioner Bunting, the commissioners unanimously agreed to piggyback off Howard County's contract with Slurry Pavers for slurry seal on County roads at \$3.08 per square yard for a one-year period, with five, one-year renewal options.

Pursuant to the recommendation of Mr. Rice and Mr. Baker and upon a motion by Commissioner Abbott, the commissioners unanimously accepted the best proposal for the Ocean Pines biosolids dewatering equipment and building design to Davis, Bowen, & Friedel, Inc. at a cost of \$426,942.96.

Pursuant to the recommendation of Mr. Rice and Recreation and Parks Director Kelly

Rados and upon a motion by Commissioner Elder, the commissioners unanimously accepted the best proposal for Public Landing Engineering Services to J. Stacy Hart & Associates, Inc. at a cost of \$18,000.

Pursuant to the request of Deputy Chief Administrative Officer Candace Savage and upon a motion by Commissioner Bunting, the commissioners unanimously approved the purchase of two additional software modules to the County's current financial software at a total cost of \$63,370, with recurring fees of \$8,563, with funding from the Local Assistance and Tribal Consistency Fund to cover the one-time fees and FY24 recurring fees.

Pursuant to the recommendation of Human Resources Director Stacey Norton and upon a motion by Commissioner Mitrecic, the commissioners unanimously authorized retired Board of Education (BOE) and County staff to utilize the fitness room at the Worcester County Recreation Center at no cost in conjunction with the County's wellness program. Ms. Norton advised that this service is already provided the current BOE and County staff.

Pursuant to the recommendation of Ms. Norton and upon a motion by Commissioner Elder, the commissioners unanimously approved the 2024 Medicare Advantage Recommendation to remain with CareFirst Medicare Advantage Plan in partnership with Retiree First under a one-year contract, as the rate will remain flat.

County Attorney Roscoe Leslie reviewed a written request from Attorney Hugh Cropper, IV to quitclaim any interest that the County may have in a portion of an unimproved platted road known as Seventh Street o Giovanni Paolo Goseco David and Jennifer M. David, as tenants by the entireties, their heirs, personal representatives and assigns. In response to concerns raised by Commissioner Bunting, Mr. Leslie confirmed that, regardless of whether surrounding residents have been using this road, the County does not have any rights on this property and could not require the owner to allow public access to this road as a condition of the quitclaim.

Following some discussion, a motion by Commissioner Mitrecic to move forward with the requested quitclaim failed 3-3, with Commissioners Elder, Mitrecic, and Purnell voting in favor and Commissioners Abbott, Bertino, and Bunting voting in opposition.

Pursuant to the recommendation of Mr. Leslie and upon a motion by Commissioner Mitrecic, the commissioners voted 4-2, with Commissioners Bertino and Bunting voting in opposition, to adopt revised Bill 23-06 amending the County ordinance regulating activity at County landings to allow commercial use and to relegate commercial users to two parking spots, provided such uses does not interfere with recreational use.

At the request of Colonel Dods and upon a motion by Commissioner Abbott, the commissioners agreed to table further discussions on the request to purchase a used trailer for use within the Sheriff's Office until their next meeting on September 5, 2023.

The commissioners met with Recreation and Parks Director Kelly Rados to review a request from Tony Morris of Pop Warner Football to accept the donation of the Stephen Decatur High School (SDHS) scoreboard and to reinstall it at the Northern Worcester Athletic Complex

for Pop Warner programs during home games. Ms. Rados advised that it would cost approximately \$17,500, plus additional costs for electrical work to ready the scoreboard for use.

Following some discussion, a motion by Commissioner Mitrecic to accept the donation of the SDHS scoreboard and to relocate and install it at the Northern Worcester Athletic Complex as requested failed 3-3, with Commissioners Elder, Mitrecic, and Purnell voting in favor and Commissioners Abbott, Bertino, and Bunting voting in opposition. Following further discussion and upon a motion by Commissioner Abbott, the commissioners unanimously authorized staff to research the costs to purchase and install a new scoreboard at the Northern Worcester Athletic Complex for use by Pop Warner.

Chief Administrative Officer Weston Young advised that the Bureau of Ocean Energy Management (BOEM), serving as lead Federal agency under the National Historic Preservation Act (NHPA) and the National Environmental Policy Act (NEPA), is preparing an Environmental Assessment (EA) to determine whether the issuance of commercial leases within the Central Atlantic Wind Energy Areas (WEAs) would lead to reasonably foreseeable significant impacts on the environment and, thus, whether an environmental impact statement should be prepared before leases are issued; and the County has been invited to serve as a consulting party to this project.

Upon a motion by Commissioner Mitrecic, the commissioners unanimously agreed to participate as a consulting party in this study.

The commissioners answered questions from the press, after which they adjourned to meet in closed session.

Following a motion by Commissioner Purnell, seconded by Commissioner Bunting, with Commissioner Fiori absent, the commissioners unanimously voted to meet in closed session at 11:21 a.m. in the Commissioners' Conference Room to discuss legal and personnel matters permitted under the provisions of Section 3-305(b)(1) and (7) of the General Provisions (GP) Article of the Annotated Code of Maryland and to perform administrative functions permitted under the provisions of Section GP 3-104. Also present at the closed session were Chief Administrative Officer Weston Young, Deputy Chief Administrative Officer Candace Savage, County Attorney Roscoe Leslie, Public Information Officer Kim Moses, Human Resources Director Stacey Norton, and Deputy Director Pat Walls. Topics discussed and actions taken included the following: receiving a personnel update, hiring Kyle Jarmon as a recreation program manager II within Recreation and Parks, Gilbert Gaxiola as a GIS analyst I/technician within Development Review and Permitting, Carol Birmingham as an office assistant IV within Human Resources, Lineya Amaya as an emergency communications specialist trainee within Emergency Services, and Felix Paradis as a correctional officer trainee within the County Jail; promoting Davion J. Ayres from transfer station attendant to Utility Mechanic II within the Solid Waste Division, receiving legal advice from counsel; and performing administrative functions.

Following a motion by Commissioner Bunting, seconded by Commissioner Purnell, the commissioners unanimously adjourned their closed session at 11:57 a.m. to meet again on September 5, 2023.

TEL: 410-632-1194
FAX: 410-632-3131
WEB: www.co.worcester.md.us



OFFICE OF THE
COUNTY COMMISSIONERS

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

WESTON S. YOUNG, P.E.
CHIEF ADMINISTRATIVE OFFICER
CANDACE I. SAVAGE, CGFM
DEPUTY CHIEF ADMINISTRATIVE OFFICER
ROSCOE R. LESLIE
COUNTY ATTORNEY

COMMISSIONERS
ANTHONY W. BERTINO, JR., PRESIDENT
MADISON J. BUNTING, JR., VICE PRESIDENT
CARYN G. ABBOTT
THEODORE J. ELDER
ERIC J. FIORI
JOSEPH M. MITRECIC
DIANA PURNELL

PROCLAMATION

WHEREAS, September 17, 2023 marks the 236th anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention. It is the privilege and duty of all Americans to commemorate the anniversary of this magnificent document, which outlines the fundamental principles by which our nation is governed; and

WHEREAS, we celebrate Constitution Day, September 17, within the framework of Constitution Week, September 17-23, 2023, and we honor the Daughters of the American Revolution for petitioning Congress in 1955 to set this week aside to formally commemorate the Constitution, which is the basis for America's great heritage and way of life.

NOW, THEREFORE, we the County Commissioners of Worcester County, Maryland, join with members of the General Levin Winder Chapter of the National Society Daughters of the American Revolution to proclaim September 17-23, 2023 as **Constitution Week** in Worcester County.

Executed under the Seal of the County of Worcester, State of Maryland, this 5th day of September, in the Year of Our Lord Two Thousand and Twenty-Three.



Anthony W. Bertino, Jr., President

Madison J. Bunting, Jr., Vice President

Caryn G. Abbott

Eric J. Fiori

Theodore J. Elder

Joseph M. Mitrecic

Diana Purnell

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THEODORE J. ELDER
ERIC J. FIORI
JOSEPH M. MITRECIC
DIANA PURNELL

PROCLAMATION

WHEREAS, this September, National Suicide Prevention Month, we highlight the work of the Jesse Klump Memorial Fund (JKMF), Life Crisis, and Worcester County Health Department (WCHD) to promote the tools, programs, and resources that empower people battling mental illness and depression to choose hope; and

WHEREAS, each of us are impacted by suicide in Worcester County, and by engaging in conversations that promote programs and activities, like the JKMF’s Community Awareness Rallying to End Suicide, that offer help and support we can promote hope, recovery, and resilience.

NOW, THEREFORE, we the County Commissioners of Worcester County, Maryland, do hereby recognize September as **Suicide Prevention Month** and encourage participation in *Jesse’s Paddle* on September 16, *Power of Expression* on September 21, and *Out of the Darkness Walk* on September 23 to continue the conversation about suicide prevention.

Executed under the Seal of the County of Worcester, State of Maryland, this 5th day of September, in the Year of Our Lord Two Thousand and Twenty-Three.

Anthony W. Bertino, Jr., President

Madison J. Bunting, Jr., Vice President

Caryn G. Abbott

Eric J. Fiori

Theodore J. Elder

Joseph M. Mitrecic

Diana Purnell



TEL: 410-632-5623
FAX: 410-632-1753
WEB: co.worcester.md.us



Worcester County
DEPARTMENT OF PUBLIC WORKS
6113 TIMMONS ROAD
SNOW HILL, MD 21863

DALLAS BAKER JR., P.E.
DIRECTOR

CHRISTOPHER CLASING, P.E.
DEPUTY DIRECTOR

TO: Weston Young, P.E., Chief Administrative Officer
Candace Savage, Deputy Chief Administrative Officer
FROM: Chris Clasing, P.E. Deputy Director of Public Works *Cms Cf*
DATE: August 28, 2023
SUBJECT: Riddle Farm Service Area
Buas Mini Storage Turnover Documents

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Public Works is recommending approval of the Buas Mini Storage Project, Parcel 107, 108, 114, 116, and 258, and accepting the public water utilities into the County's Riddle Farm Service Area system for operation.

Enclosed are the turnover documents including: Deed; Bill of Sale and Assignment form executed by the owner for turnover of the facilities; Release of Liens from the prime contractor; Release of Liens from the design engineer. These documents have been reviewed by the County Attorney and found to be acceptable. A maintenance bond is on file for this phase in the amount of \$113,980.00 to warrant the public water utilities for the next 2-years. As-Built record drawings are on file in the Water and Wastewater Office.

Should you have any questions, please feel free to let me know.

cc: Roscoe Leslie, County Attorney
Dallas Baker Jr., P.E., Director
Tony Fascelli, Water/Wastewater Superintendent

Enclosures

DEED, BILL OF SALE
AND
ASSIGNMENT

This Deed, Bill of Sale and Assignment made this 1st day of August, 2023,
by and between Papa and Nana Buas LLC,
"Developer" and County Commissioners of Worcester County, Maryland, "Commissioners".

WHEREAS, Developer, pursuant to all required permits, has constructed a certain Sanitary Facility, "Facility" pursuant to Section 5-307 of Public Works Article, the Code of Public Local Laws of Worcester County, Maryland on property generally described as Buas Mini Storage – MD RT. 50 Water Main Extension Parcel 107, 108, 114, 116, and 258. and;

WHEREAS, Facility is now complete, free and clear of all mechanics and materialman's liens and encumbrances and ready to be transferred to Commissioners in accordance with prior Agreements and Section 5-307 as aforesaid, and;

WHEREAS, Facility is fully operational in accordance with all required permits and;

WHEREAS, all real or personal property lien holders have joined in herein or executed separate documents for the purpose of releasing any and all right, title and interest they may have in and to any of the property herein described.

NOW THEREFORE THIS DEED, BILL OF SALE, AND ASSIGNMENT WITNESSETH:

That for good and valuable consideration, receipt and sufficiency which is hereby acknowledged, the parties do hereby agree as follows:

1. All of the following described components, rights, permits, licenses, personal property, real property, easements and being all of the right title and interest of Developer associated with, in, and to Facility are hereby granted, conveyed and transferred unto Commissioners. Approximately 1,585 LF of 8” C900 PVC Water Main, quantity 6 Fire Hydrants, and quantity 9 8” Valves.
2. Commissioners agree that the final inspection has been conducted of Facility and it is approved and accepted.
3. Commissioners hereby accept operational control and ownership of the Facility as herein set forth.
4. Developer warrants and agrees that construction of the Facility is in accordance with all permits and approvals.
5. Developer warrants for a period of two (2) years that the Facility is constructed in a workmanlike manner, in accordance with industry standards, is free and clear of all faulty materials, is properly designed for its intended use, is free of imperfections, and will operate in accordance with its design and further that it is free and clear of all liens and encumbrances and that written releases of all workers and suppliers have been delivered.

- 6. Lienholder hereby releases its lien upon any property hereby transferred.
- 7. Developer shall execute such other and further assurances hereof as Commissioners may require.

IN WITNESS WHEREOF, the hands and seals of the parties hereto, as of the date and year first above written.

DEVELOPER

Myler

By: *[Signature]* (SEAL)

ON BEHALF OF
COUNTY COMMISSIONERS OF
WORCESTER COUNTY

By: _____ (SEAL)
Weston Young, P.E., Chief Administrative Officer

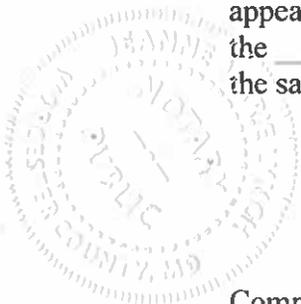
LIENHOLDER

Brian Abbott

By: *[Signature]* (SEAL)

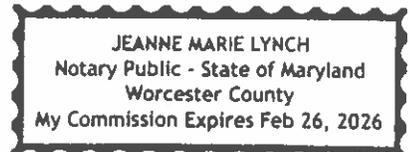
STATE OF MARYLAND, WORCESTER COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 1 day of August, 2023, before the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared *Spiro Oxias*, known to me (or satisfactorily proven) to be the *person, Developer*, named in the foregoing instrument, and executed the same in the capacity stated and for the purposes herein contained.



[Signature]
Notary Public

Commission Expires: 2-26-26



STATE OF MARYLAND, WORCESTER COUNTY, TO WIT:

ITEM 2

I HEREBY CERTIFY, that on this _____ day of _____, 2023, before the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared _____, known to me (or satisfactorily proven) to be the Chief Administrative Officer of Worcester County, and executed the same as such Chief Administrative Officer for the purposes herein contained.

Notary Public

Commission Expires: _____

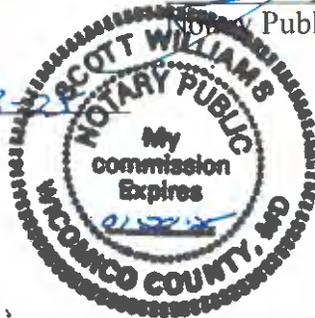
STATE OF MARYLAND, WORCESTER COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 3 day of August, 2023, before the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Douglas Cook, known to me (or satisfactorily proven) to be Chief Leading Officer, TB, Lienholder, and executed the same in the capacity stated and for the purposes herein contained.

[Signature]

Notary Public

Commission Expires: 01-28-24



RELEASE OF MECHANIC'S LIENS

The undersigned, general or sub-contractor, has provided services and/or materials for construction and improvements at the property owned by Papa & Nana Buas LLC, and described as follows: Resident, property and improvements located at 11750 Ocean Gateway, Ocean City, MD 21842 described as Water Main Extension.

In consideration of the sum of \$1.00 in hand paid, receipt whereof is acknowledged, and other benefits accruing to me, I do hereby waive, release and quit-claim a right that I now have or may hereafter have to lien upon the land and improvements above-described, by virtue of the laws of the State wherein said land is situate, or any amendments of said law; and I do further warrant that I have not and will not assign my claim for payment, not my right to perfect a lien against said property, and that I have the right to exercise this waiver and release thereof.

The subscriber of this instrument respectively warrants that all laborers employed by me have been fully paid and that none of such laborers have any claim, demand, or lien against said premises; and further, that no chattel, mortgage, conditional bill of sale of retention of title agreement has been given or executed by the said owner or any general contractor or other party or any of us, for in or in connection with any material, appliances, machinery, fixtures or furnishings placed on or installed in the aforesaid premises.

It is understood and agreed that the signature(s) affixed hereto are for all services rendered, work done and materials furnished heretofore and hereafter by the signer in any and all capacities, and is not only for a particular item against which the signature is affixed.

WITNESS the following signatures and seals this 31 day of July, ²⁰²³~~2014~~

WITNESS:

Goody Hill Groundwork, Inc.

BY: [Signature] (SEAL)
Scott A. Savage, President

[Signature]

(SEAL)

(SEAL)

RELEASE OF MECHANIC'S LIENS

The undersigned, general or sub-contractor, has provided services and/or materials for construction and improvements at the property owned by Papa & Nana Buas, LLC, and described as follows: Resident, property and improvements located at 11750 Ocean Gateway, Ocean City, Maryland 21842, also known as, Buas Mini Storage.

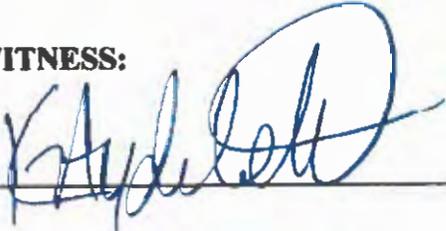
In consideration of the sum of \$1.00 in hand paid, receipt whereof is acknowledged, and other benefits accruing to me, I do hereby waive, release and quit-claim a right that I now have or may hereafter have to lien upon the land and improvements above-described, by virtue of the laws of the State wherein said land is situate, or any amendments of said law; and I do further warrant that I have not and will not assign my claim for payment, not my right to perfect a lien against said property, and that I have the right to exercise this waiver and release thereof.

The subscriber of this instrument respectively warrants that all laborers employed by me have been fully paid and that none of such laborers have any claim, demand, or lien against said premises; and further, that no chattel, mortgage, conditional bill of sale or retention of title agreement has been given or executed by the said owner or any general contractor or other party or any of us, for in or in connection with any material, appliances, machinery, fixtures or furnishings placed on or installed in the aforesaid premises.

It is understood and agreed that the signature(s) affixed hereto are for all services rendered, work done and materials furnished heretofore and hereafter by the signer in any and all capacities, and is not only for a particular item against which the signature is affixed.

WITNESS the following signatures and seals this 31 day of JULY, 2023.

WITNESS:







Worcester County Recreation & Parks
 6030 Public Landing Road | Snow Hill MD 21863 | (410) 632-2144 | www.PlayMarylandsCoast.org

TO: Weston S. Young, Chief Administrative Officer
 Candace Savage, Deputy Chief Administrative Officer
 FROM: Kelly Rados, Director of Recreation & Parks
 DATE: August 22, 2023
 RE: Out of State Travel Request - NRPA Event Management School

Out of State Travel Request

Recreation	3	100.1601.400.7000.040
Department	# of Attendees	GL Account Code
Wheeling, West Virginia	1/14/2024	1/19/2024
Destination	Depart	Return

Purpose of Travel:

I am requesting authorization for Recreation staff to attend the National Recreation & Parks Association - Event Management School held at the Oglebay Resort in Wheeling, West Virginia, January 14 - 19, 2024. This school is designed for Recreation & Parks professionals responsible for the design, development, and execution of events of any size. Package cost is \$2,348.08, and includes tuition, lodging and all meals. County vehicle will be used for travel. Funding was reserved in the FY24 budget for this school.

Estimated Costs: Airfare	\$0
Lodging	included
Meals	included
Registration Fees	\$7,044
Car Rental	0
Other Transportation	
Other	
Total	\$7,044



Worcester County Recreation & Parks
 6030 Public Landing Road | Snow Hill MD 21863 | (410) 632-2144 | www.PlayMarylandsCoast.org

TO: Weston S. Young, Chief Administrative Officer
 Candace Savage, Deputy Chief Administrative Officer
 FROM: Kelly Rados, Director of Recreation & Parks
 DATE: August 22, 2023
 RE: Out of State Travel Request - NRPA Park Maintenance Management School

Out of State Travel Request

Parks	2	100.1602.500.7000.040
Department	# of Attendees	GL Account Code
Wheeling, West Virginia	1/28/2024	2/2/2024
Destination	Depart	Return

Purpose of Travel:

I am requesting authorization for Parks staff to attend the National Recreation & Parks Association - Park and Recreation Maintenance Management School held at the Oglebay Resort in Wheeling, West Virginia, January 28 - February 2, 2024. This school is designed to teach park and recreation professionals how to develop and manage a wide variety of maintenance. This will be year 2 for both Parks staff. Package cost is \$1,964.62 per person, and includes tuition, lodging, and all meals. County vehicle will be used for travel. Funding was reserved in the FY24 budget for this school.

Estimated Costs:	Airfare	\$0
	Lodging	included
	Meals	included
	Registration Fees	\$3,929
	Car Rental	0
	Other Transportation	
	Other	
	Total	\$3,929



EMERGENCY SERVICES

Worcester County

GOVERNMENT CENTER
 ONE WEST MARKET STREET, ROOM 1002
 SNOW HILL, MARYLAND 21863-1193
 TEL:410.632.1311 FAX: 410.632.4686

To: Weston Young, Chief Administrative Officer
 From: Billy Birch, Director of Emergency Services
 Re: Out of State Travel Request – 2023 IAEM Conference
 Date: August 23, 2023

Out of State Travel Request

<u>Emergency Services</u>	<u>1</u>	<u>100.1102.044.7000.100</u>
Department	# of Attendees	GL Account Code
<u>Long Beach, CA</u>	<u>11/2/2023</u>	<u>11/10/2023</u>
Destination	Depart	Return

Purpose of Travel: I am requesting authorization for Emergency Services staff to attend the 2023 International Association of Emergency Managers 71st Annual Conference – Emergency Management Turning the Tide. This conference will enable our staff member to gain up to date educational content, various training sessions, and networking opportunities. Funding was reserved in the FY24 budget for this conference.

Estimated Costs:	Airfare& Baggage fees	<u>\$900</u>
	Lodging	<u>\$2200</u>
	Meals	<u>\$675</u>
	Registration Fees	<u>\$675</u>
	Car Rental	<u>0</u>
	Other Transportation	<u>\$150</u>
	Other (Parking Fees)	<u>0</u>
	Total	<u>\$4,600.00</u>



OFFICE OF THE TREASURER

Worcester County

GOVERNMENT CENTER

ONE WEST MARKET STREET, ROOM 1105

P.O. Box 248

SNOW HILL, MARYLAND

21863

TEL: 410-632-0686
FAX: 410-632-3003

PHILLIP G. THOMPSON, CPA
FINANCE OFFICER

JESSICA R. WILSON, CPA
DEPUTY FINANCE OFFICER

TO: Weston Young, P.E. - Chief Administrative Officer
FROM: Phillip G. Thompson, Finance Officer *PGT*
RE: Tax Credit
DATE: August 14, 2023

I would like to request the County Commissioners authorize 100% County tax credits totaling \$12,272.79 for the three Ocean City Chamber of Commerce properties attached pursuant to Section 9-325 of the Tax Property Code. Included with this request is a copy of the letter from the Chamber requesting the credit.

If you have any questions or require any other follow-up, please do not hesitate to contact me.



Ocean City, Maryland Chamber of Commerce

410-213-0144 info@oceancity.org
oceancity.org 12320 Ocean Gateway, Ocean City, MD 21842

July 5, 2023

Worcester County Board of County Commissioners
Anthony Bertino, Jr., President
Room 1103 – Government Center
One West Market Street
Snow Hill, Maryland 21863

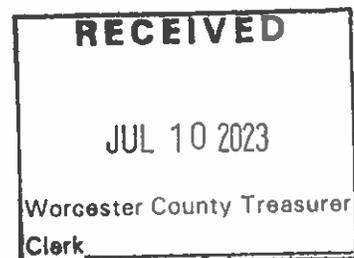
Dear President Bertino:

We are in receipt of our property tax bills for 2023-2024, copies of which are enclosed for your convenience. I would like to request that the Board of County Commissioners grant property tax credits for the Greater Ocean City Chamber of Commerce for account numbers 10-012139, 10-011108, and 10-012147 pursuant to Tax-Property Article §9-325(a)(5) and reissue adjusted bills if necessary.

If you have any questions or require any additional information, please feel free to contact me at 410-213-0144 x102. Thank you for your assistance in this matter.

Sincerely,

Amy R. Thompson
Executive Director
Greater Ocean City, MD Chamber of Commerce



ITEM 6

2012 - 14 formula	\$0.00	2019 - 23 formula	\$0.00
2015 - 18 formula	\$0.00		

ity Orga (a) (iv)

2023 Commu nization Credits - 9-325 a 1

<u>PROPERTY ID</u>	<u>Co. Credit</u>	<u>Year</u>	<u>Co. Asmt Dec.</u>	<u>Co. Tax Dec.</u>	<u>OWNER</u>	<u>AUTHORITY</u>	<u>Tax Yr</u>	<u>Bill#</u>	<u>Munis#</u>	<u>Entry Date</u>	<u>Journal</u>
10011108		2023	-\$283,500.00	(\$2,395.58)	OC MD Chamber	Resolution		27580			
10012139		2023	-\$1,155,600.00	(\$9,764.82)	OC MD Chamber	Resolution	2023/2024	27662			
10012147		2023	-\$13,300.00	(\$112.39)	OC MD Chamber	Resolution		27663			
TOTALS			(\$1,452,400.00)	(\$12,272.79)							

DETACH AND KEEP THIS PORTION

Worcester County
Office of the Treasurer

Principal Residence or Commercial

(410) 632-0686 Ext. 3
www.co.worcester.md.us

PROPERTY ID	BILL YEAR	LEVY PERIOD	LIBER/FOLIO	CHARGES	ASSESSMENT	RATE	AMOUNT
10011108	2023	07/01/23 - 06/30/24	6234 / 329	State Real Property	283,500	.112000	317.52
				County Real Property	283,500	845000	2,395.56
MAP 0026 GRID 0006	PARCEL 0392	BILL # 27580	BILL DATE 07/01/23	IF CHECKED CALL (410) 632-0686 EXT. 3			
CONSTANT YIELD RATE INFORMATION				PRIOR YEAR TAXES DUE			
COUNTY RATE - CONSTANT YIELD = DIFFERENCE \$.8450 - \$.8197 = \$.0253				TAX SALE			
TOTAL TAXES							2,713.10
PROPERTY DESCRIPTION							
OCEAN CITY MARYLAND CHAMBER OF COM							
12320 OCEAN GATEWAY							
OCEAN CITY, MD 21842							
LOTS 1 37 38 39 40 S SIDE R-50 PL C LEWIS FARM							



MAKE CHECK PAYABLE TO WORCESTER COUNTY
P.O. BOX 64390
BALTIMORE, MD 21264-4390

ENCLOSE THIS PORTION WITH ANNUAL PAYMENT

(410) 632-0686 Ext. 3
www.co.worcester.md.us

PROPERTY ID	BILL YEAR	BILL #	BILL DATE	IF PAID IN	DISC/INT	PAY THIS AMOUNT			
10011108	2023	27580	07/01/2023	Jul	-11.98	2,701.12			
LOTS 1 37 38 39 40 S SIDE R-50 PL C LEWIS FARM			LEVY PERIOD 07/01/23 - 06/30/24	Aug	0.00	2,713.10			
				Sep	0.00	2,713.10			
				Oct	13.57	2,726.67			
				Nov	27.14	2,740.24			
				Dec	40.69	2,753.79			
				Jan	67.83	2,780.93			
				Feb	94.97	2,808.07			
				MAIL WITH FULL ANNUAL PAYMENT					

Payment Enclosed

OCEAN CITY MARYLAND CHAMBER OF COM

12320 OCEAN GATEWAY
OCEAN CITY, MD 21842

02402082023000027580000002701126

MAKE CHECK PAYABLE TO WORCESTER COUNTY
P.O. BOX 64390
BALTIMORE, MD 21264-4390

ENCLOSE THIS PORTION WITH SECOND SEMI-ANNUAL PAYMENT

(410) 632-0686 Ext. 3
www.co.worcester.md.us

PROPERTY ID	BILL YEAR	BILL #	BILL DATE	IF PAID IN	DISC/INT	PAY THIS AMOUNT			
10011108	2023	27580	07/01/2023	Jul	-5.99	1,350.56			
LOTS 1 37 38 39 40 S SIDE R-50 PL C LEWIS FARM			LEVY PERIOD 07/01/23 - 06/30/24	Aug	0.00	1,356.55			
				Sep	0.00	1,356.55			
				Oct	0.00	1,356.55			
				Nov	0.00	1,356.55			
				Dec	0.00	1,356.55			
				MAIL WITH SECOND SEMI-ANNUAL PAYMENT					

Payment Enclosed

OCEAN CITY MARYLAND CHAMBER OF COM

12320 OCEAN GATEWAY
OCEAN CITY, MD 21842

02402082023000027580000001350560

MAKE CHECK PAYABLE TO WORCESTER COUNTY
P.O. BOX 64390
BALTIMORE, MD 21264-4390

ENCLOSE THIS PORTION WITH FIRST SEMI-ANNUAL PAYMENT

(410) 632-0686 Ext. 3
www.co.worcester.md.us

PROPERTY ID	BILL YEAR	BILL #	BILL DATE	IF PAID IN	DISC/INT	PAY THIS AMOUNT			
10011108	2023	27580	07/01/2023	Jul	-5.99	1,350.56			
LOTS 1 37 38 39 40 S SIDE R-50 PL C LEWIS FARM			LEVY PERIOD 07/01/23 - 06/30/24	Aug	0.00	1,356.55			
				Sep	0.00	1,356.55			
				Oct	13.57	1,370.12			
				Nov	27.14	1,383.69			
				Dec	40.69	1,397.24			
				MAIL WITH FIRST SEMI-ANNUAL PAYMENT					

Payment Enclosed

OCEAN CITY MARYLAND CHAMBER OF COM

12320 OCEAN GATEWAY
OCEAN CITY, MD 21842

02402082023000027580000001350560

DETACH AND KEEP THIS PORTION

Worcester County
Office of the Treasurer

Principal Residence or Commercial

(410) 632-0686 Ext. 3
www.co.worcester.md.us

PROPERTY ID	BILL YEAR	LEVY PERIOD	LIBER/FOLIO	CHARGES	ASSESSMENT	RATE	AMOUNT
10012139	2023	07/01/23-06/30/24	3471 / 564	State Real Property	1,155,600	.112000	1,294.27
MAP	GRID	PARCEL	BILL #	BILL DATE	IF CHECKED CALL (410) 632-0686 EXT. 3		
0026	0006	0392	27662	07/01/23	County Real Property	845000	9,764.82
CONSTANT YIELD RATE INFORMATION				COUNTY RATE - CONSTANT YIELD = DIFFERENCE \$.8450 - \$.8197 = \$.0253			
				PRIOR YEAR TAXES DUE			
				TAX SALE			
TOTAL TAXES							11,059.09
PROPERTY DESCRIPTION							
OCEAN CITY MARYLAND CHAMBER OF COMMERCE INC 12320 OCEAN GATEWAY OCEAN CITY, MD 21842							PARCEL A 15965 SQ FT LANDS OF OCEAN CITY CHAM OF COMMERCE PR SUR

 **COPY**

MAKE CHECK PAYABLE TO WORCESTER COUNTY
P.O. BOX 64390
BALTIMORE, MD 21264-4390

ENCLOSE THIS PORTION WITH ANNUAL PAYMENT

(410) 632-0686 Ext. 3
www.co.worcester.md.us

PROPERTY ID	BILL YEAR	BILL #	BILL DATE	IF PAID IN	DISC/INT	PAY THIS AMOUNT
10012139	2023	27662	07/01/2023	Jul	-48.82	11,010.27
PARCEL A 15965 SQ FT LANDS OF OCEAN CITY CHAM OF COMMERCE PR SUR			LEVY PERIOD	IF CHECKED CALL (410) 632-0686 EXT. 3	Aug	0.00
			07/01/23 - 06/30/24	Sep	0.00	11,059.09
				Oct	55.29	11,114.38
				Nov	110.59	11,169.68
				Dec	165.88	11,224.97
				Jan	276.48	11,335.57
				Feb	387.07	11,446.16
MAIL WITH FULL ANNUAL PAYMENT						

Payment Enclosed

OCEAN CITY MARYLAND CHAMBER OF COMMERCE INC
12320 OCEAN GATEWAY
OCEAN CITY, MD 21842

02402082023000027662600011010279

MAKE CHECK PAYABLE TO WORCESTER COUNTY
P.O. BOX 64390
BALTIMORE, MD 21264-4390

ENCLOSE THIS PORTION WITH SECOND SEMI-ANNUAL PAYMENT

(410) 632-0686 Ext. 3
www.co.worcester.md.us

PROPERTY ID	BILL YEAR	BILL #	BILL DATE	IF PAID IN	DISC/INT	PAY THIS AMOUNT
10012139	2023	27662	07/01/2023	Jul	-24.41	5,505.13
PARCEL A 15965 SQ FT LANDS OF OCEAN CITY CHAM OF COMMERCE PR SUR			LEVY PERIOD	IF CHECKED CALL (410) 632-0686 EXT. 3	Aug	0.00
			07/01/23 - 06/30/24	Sep	0.00	5,529.54
				Oct	0.00	5,529.54
				Nov	0.00	5,529.54
				Dec	0.00	5,529.54
MAIL WITH SECOND SEMI-ANNUAL PAYMENT						

Payment Enclosed

OCEAN CITY MARYLAND CHAMBER OF COMMERCE INC
12320 OCEAN GATEWAY
OCEAN CITY, MD 21842

02402082023000027662600005505136

MAKE CHECK PAYABLE TO WORCESTER COUNTY
P.O. BOX 64390
BALTIMORE, MD 21264-4390

ENCLOSE THIS PORTION WITH FIRST SEMI-ANNUAL PAYMENT

(410) 632-0686 Ext. 3
www.co.worcester.md.us

PROPERTY ID	BILL YEAR	BILL #	BILL DATE	IF PAID IN	DISC/INT	PAY THIS AMOUNT
10012139	2023	27662	07/01/2023	Jul	-24.41	5,505.14
PARCEL A 15965 SQ FT LANDS OF OCEAN CITY CHAM OF COMMERCE PR SUR			LEVY PERIOD	IF CHECKED CALL (410) 632-0686 EXT. 3	Aug	0.00
			07/01/23 - 06/30/24	Sep	0.00	5,529.55
				Oct	55.29	5,584.84
				Nov	110.59	5,640.14
				Dec	165.88	5,695.43
MAIL WITH FIRST SEMI-ANNUAL PAYMENT						

Payment Enclosed

OCEAN CITY MARYLAND CHAMBER OF COMMERCE INC
12320 OCEAN GATEWAY
OCEAN CITY, MD 21842

02402082023000027662600005505144

DETACH AND KEEP THIS PORTION

Worcester County
Office of the Treasurer

Principal Residence or Commercial

(410) 632-0686 Ext. 3
www.co.worcester.md.us

PROPERTY ID	BILL YEAR	LEVY PERIOD	LIBER/FOLIO	CHARGES	ASSESSMENT	RATE	AMOUNT
10012147	2023	07/01/23-06/30/24	546 / 40	State Real Property	13,300	112000	14.90
MAP	GRID	PARCEL	BILL #	BILL DATE	IF CHECKED CALL (410) 632-0686 EXT 3		
0026	0006	0392	27663	07/01/23	County Real Property	13,300	.845000
CONSTANT YIELD RATE INFORMATION	COUNTRY RATE - CONSTANT YIELD * DIFFERENCE				PRIOR YEAR TAXES DUE		112.39
	\$.8450 - \$.8197 = \$.0253				TAX SALE		

TOTAL TAXES 127.29

PROPERTY DESCRIPTION

OCEAN CITY MD CHAMBER OF
COMMERCE INC THE
12320 OCEAN GATEWAY
OCEAN CITY, MD 21842

PARCEL B 833 SQ FT
LANDS OF OCEAN CITY
CHAM OF COMMERCE PR SUR

MAKE CHECK PAYABLE TO WORCESTER COUNTY
P.O. BOX 64390
BALTIMORE, MD 21264-4390

ENCLOSE THIS PORTION WITH
ANNUAL PAYMENT

(410) 632-0686 Ext. 3
www.co.worcester.md.us

COPY

PROPERTY ID	BILL YEAR	BILL #	BILL DATE	IF PAID IN	DISC/INT	PAY THIS AMOUNT					
10012147	2023	27663	07/01/2023	Jul	-0.56	126.73					
PARCEL B 833 SQ FT LANDS OF OCEAN CITY CHAM OF COMMERCE PR SUR			LEVY PERIOD 07/01/23 - 06/30/24	IF CHECKED CALL (410) 632-0686 EXT 3	PRIOR YEAR TAXES DUE	Aug	0.00	127.29			
						Sep	0.00	127.29			
						Oct	0.63	127.92			
						Nov	1.27	128.56			
						Dec	1.91	129.20			
						Jan	3.18	130.47			
						Feb	4.45	131.74			
						MAIL WITH FULL ANNUAL PAYMENT					

Payment Enclosed

OCEAN CITY MD CHAMBER OF
COMMERCE INC THE
12320 OCEAN GATEWAY
OCEAN CITY, MD 21842

02402082023000027663400000126730

MAKE CHECK PAYABLE TO WORCESTER COUNTY
P.O. BOX 64390
BALTIMORE, MD 21264-4390

ENCLOSE THIS PORTION WITH SECOND
SEMI-ANNUAL PAYMENT

(410) 632-0686 Ext. 3
www.co.worcester.md.us

PROPERTY ID	BILL YEAR	BILL #	BILL DATE	IF PAID IN	DISC/INT	PAY THIS AMOUNT					
10012147	2023	27663	07/01/2023	Jul	-0.28	63.36					
PARCEL B 833 SQ FT LANDS OF OCEAN CITY CHAM OF COMMERCE PR SUR			LEVY PERIOD 07/01/23 - 06/30/24	IF CHECKED CALL (410) 632-0686 EXT 3	PRIOR YEAR TAXES DUE	Aug	0.00	63.64			
						Sep	0.00	63.64			
						Oct	0.00	63.64			
						Nov	0.00	63.64			
						Dec	0.00	63.64			
						MAIL WITH SECOND SEMI-ANNUAL PAYMENT					

Payment Enclosed

OCEAN CITY MD CHAMBER OF
COMMERCE INC THE
12320 OCEAN GATEWAY
OCEAN CITY, MD 21842

0240208202300002766340000063362

MAKE CHECK PAYABLE TO WORCESTER COUNTY
P.O. BOX 64390
BALTIMORE, MD 21264-4390

ENCLOSE THIS PORTION WITH FIRST SEMI-
ANNUAL PAYMENT

(410) 632-0686 Ext. 3
www.co.worcester.md.us

PROPERTY ID	BILL YEAR	BILL #	BILL DATE	IF PAID IN	DISC/INT	PAY THIS AMOUNT					
10012147	2023	27663	07/01/2023	Jul	-0.28	63.37					
PARCEL B 833 SQ FT LANDS OF OCEAN CITY CHAM OF COMMERCE PR SUR			LEVY PERIOD 07/01/23 - 06/30/24	IF CHECKED CALL (410) 632-0686 EXT 3	PRIOR YEAR TAXES DUE	Aug	0.00	63.65			
						Sep	0.00	63.65			
						Oct	0.63	64.28			
						Nov	1.27	64.92			
						Dec	1.91	65.56			
						MAIL WITH FIRST SEMI-ANNUAL PAYMENT					

Payment Enclosed

OCEAN CITY MD CHAMBER OF
COMMERCE INC THE
12320 OCEAN GATEWAY
OCEAN CITY, MD 21842

0240208202300002766340000063370



Worcester County Government
One West Market Street | Room 1103 | Snow Hill MD 21863-1195
(410) 632-1194 | (410) 632-3131 (fax) | admin@co.worcester.md.us | www.co.worcester.md.us

MEMORANDUM

TO: Worcester County Commissioners
FROM: Nicholas W. Rice, Procurement Officer
DATE: September 5, 2023
RE: Request to Bid – FY24 Corrugated Metal and Plastic Pipe

Attached for your review and approval are bid documents for the purchase of corrugated metal and plastic pipe for the Roads Division of Public Works. Once the Commissioners have had the opportunity to review these documents, it is requested that authorization be provided to solicit bids for these goods.

Funding in the amount of \$120,000 for this purchase was approved in the current FY24 operating budget in account 100.1202.6140.040, Public Works Roads Division Road Maintenance Materials Pipe.

Should you have any questions, please feel free to contact me.

**Worcester County Administration
1 West Market Street, Room 1103
Snow Hill, Maryland 21863**



INVITATION FOR BID

PROJECT: Corrugated Metal and Plastic Pipe

DEPARTMENT: Public Works – Roads Division

VENDOR:

NAME: _____

ADDRESS: _____

BID OPENING:

DATE: _____

TIME: _____

TABLE OF CONTENTS

SECTION I: INTRODUCTION.....3

 A. **PURPOSE**3

 B. **CLARIFICATION OF TERMS**.....3

 C. **QUESTIONS AND INQUIRES**3

 D. **FILLING OUT BID DOCUMENTS**.....3

 E. **SUBMISSION OF BID DOCUMENTS**.....4

 F. **OPENING OF BIDS**.....4

 G. **ACCEPTANCE OR REJECTION OF BIDS**4

 H. **QUALIFICATIONS**.....5

 I. **DESCRIPTIVE LITERATURE**5

 J. **NOTICE TO VENDORS**6

 K. **PIGGYBACKING**.....6

SECTION II: GENERAL INFORMATION.....7

 A. **ECONOMY OF BID**7

 B. **PUBLIC INFORMATION ACT (PIA)**7

 C. **CONTRACT AWARD**.....7

 D. **AUDIT**7

 E. **NONPERFORMANCE**.....7

 F. **MODIFICATION OR WITHDRAWL OF BID**8

 G. **DEFAULT**8

 H. **COLLUSION/FINANCIAL BENEFIT**8

 I. **TAX EXEMPTION**8

 J. **CONTRACT CHANGES**.....9

 K. **ADDENDUM**9

 L. **EXCEPTIONS/ SUBSTITUTIONS**9

 M. **APPROVED EQUALS**10

 N. **DELIVERY**10

 O. **INSURANCE**10

 P. **BID EVALUATION**10

SECTION III: BID SPECIFICATIONS11

 A. **SCOPE**.....11

 B. **CONTRACT PRICING**11

 C. **CONTRACT PERIOD RENEWAL OPTION**.....11

 D. **SUMMARY**.....11

 E. **GENERAL REQUIREMENTS**.....11

 F. **PAYMENT**.....11

 G. **QUESTIONS**.....11

 H. **AWARD**11

FORM OF BID12

REFERENCES15

EXCEPTIONS16

INDIVIDUAL PRINCIPAL17

VENDOR’S AFFIDAVIT OF QUALIFICATION TO BID18

NON-COLLUSIVE AFFIDAVIT19

EXHIBIT A20

SECTION I: INTRODUCTION**A. PURPOSE**

1. The purpose of this Invitation for Bid Document is for Worcester County (“County”) to contract for the purchase of Galvanized Steel Corrugated Metal Pipe and HDPE Double Wall Plastic Pipe for the Roads Division of Public Works in conformity with the requirements contained herein (“Bid Document(s”).

B. CLARIFICATION OF TERMS

1. Firms or individuals that submit a bid for award of a contract (“Contract”) are referred to as vendors (“Vendors”) in this document. The Vendor that is awarded the Contract is herein referred to as the (“Successful Vendor”).

C. QUESTIONS AND INQUIRES

1. Questions must be addressed in writing to the Worcester County Procurement Officer at nrice@co.worcester.md.us.
2. The last date to submit questions for clarification will be _____.
3. Addenda are posted on the County website at <https://www.co.worcester.md.us/> under County Info: Bid Board: at <https://www.co.worcester.md.us/commissioners/bids> at least five calendar days before bid opening.
4. It is the Vendors responsibly to make sure all addenda are acknowledged in their bid. Failure to do so could result in the bid being disqualified.

D. FILLING OUT BID DOCUMENTS

1. Use only forms supplied by the County.
2. One unbound original and two bound copies of the bid form and any required attachments must be submitted in the solicitation and can be submitted in the same envelope unless otherwise instructed.
3. Bid Documents should be compiled as follows: (1) Cover letter, (2) Form of Bid, (3) References, (4) Exceptions Document and Signed addenda, if necessary (5) Individual Principal Document, (6) Vendor’s Affidavit of Qualification to Bid, and (7) Non-Collusive Affidavit
4. Where so indicated by the make-up of the Bid Documents, sums will be expressed in both words and figures, and in the case of a discrepancy between the two, the amount written in words will govern. In the event there is a discrepancy between the unit price and the extended totals, the unit prices will govern.
5. Any interlineation, alteration, or erasure will be initialed by the signer of the Bid Documents.
6. Each copy of the Bid Documents will be signed by the person(s) legally authorized to bind the Vendor to a contract, using the legal name of the signer. Bid Documents submitted by an agent will have a current Power of Attorney attached certifying the agent’s authority to bind the Vendor.
7. Vendor will supply all information and submittals required by the Bid Documents to constitute a proper and responsible completed Bid Document package.
8. Any ambiguity in the Bid Documents as a result of omission, error, lack of clarity or non-compliance by the Vendor with specifications, instructions, and/or all conditions of bidding will be construed in the light most favorable to the County.

E. SUBMISSION OF BID DOCUMENTS

1. All copies of the Bid Documents and any other documents required to be submitted with the Bid Documents will be enclosed in a sealed envelope. The envelope will be addressed to the Worcester County Commissioners and will be identified with the project name: **CORRUGATED METAL AND PLASTIC PIPE** and the Vendor's name and address. If the Bid Documents are sent by mail, the sealed envelope will be enclosed in a separate mailing envelope with the notation "SEALED BID DOCUMENTS ENCLOSED" on the face thereof.
2. Bids must be mailed or hand carried to the **Worcester County Administration Office, 1 West Market Street, Room 1103, Snow Hill, MD 21863**, in order to be received **prior** to the announced bid deadline. *Bids received after said time or delivered to the wrong location will be returned to the Vendor unopened.*
3. **Bids are due and will be opened at the time listed on the front of this Bid Document.**
4. If you are delivering a bid in person please keep in mind to allow time to get through security and into the Administration Office. It is fully the responsibility of the Vendor to ensure that the bid is received on time.
5. The County will not speculate as to reasonableness of the postmark, nor comment on the apparent failure of a public carrier to have made prompt delivery of the bid.
6. Vendors, or their authorized agents, are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting Bid Documents; failure to do so will be at the Vendor's own risk.
7. A fully executed Affidavit of Qualification to Bid will be attached to each Bid Document.
8. Minority vendors are encouraged to participate.
9. All Vendor submitted Bid Documents will be valid for a minimum of sixty days from the date of Bid Document opening.
10. Electronically mailed bids are **not** considered sealed bids and will **not** be accepted.

F. OPENING OF BIDS

1. Bid Documents received on time will be opened publicly and Vendor's names and total costs will be read aloud for the record.
2. The Contract will be awarded or all Bid Documents will be rejected within sixty days from the date of the Bid Document opening.

G. ACCEPTANCE OR REJECTION OF BIDS

1. Unless otherwise specified, the Contract will be awarded to the most responsible and responsive Vendor complying with the provisions of the Bid Documents, provided the bid does not exceed the funds available, and it is in the best interest of the County to accept it. The County reserves the right to reject the Bid Documents of any Vendor who has previously failed to perform properly in any way or complete on time contracts of a similar nature; or a Bid Document from a Vendor who, investigation shows, is not in a position to perform the Contract; or Bid Documents from any person, firm, or corporation which is in arrears or in default to the County for any debt or contract.
2. Completed Bid Documents from Vendors debarred from doing business with the State of Maryland or the Federal Government will not be accepted.
3. In determining a Vendor's responsibility, the County may consider the following qualifications, in addition to price:

- a. Ability, capacity, and skill to provide the commodities or services required within the specified time, including future maintenance and service, and including current financial statement or other evidence of pecuniary resources and necessary facilities.
 - b. Character, integrity, reputation, experience and efficiency.
 - c. Quality of past performance on previous or existing contracts, including a list of current and past contracts and other evidence of performance ability.
 - d. Previous and existing compliance with laws and ordinances relating to contracts with the County and to the Vendor's employment practices.
 - e. Evidence of adequate insurance to comply with Contract terms and conditions.
 - f. Statement of current work load and capacity to perform/provide the Goods and/or Services.
 - g. Explanation of methods to be used in fulfilling the Contract.
 - h. The Vendor, if requested, will be prepared to supply evidence of its qualifications, listed above, and its capacity to provide/perform the Goods and/or Services; such evidence to be supplied within a specified time and to the satisfaction of the County.
4. In determining a Vendor's responsiveness, the County will consider whether the Bid Document conforms in all material respects to the Bid Documents. The County reserves the right to waive any irregularities that may be in its best interest to do so.
 5. The County will have the right to reject any and all Bid Documents, where applicable to accept in whole or in part, to add or delete quantities, to waive any informalities or irregularities in the Bid Document received, to reject a Bid Document not accompanied by required Bid security or other data required by the Bid Documents, and to accept or reject any Bid Document which deviates from specifications when in the best interest of the County. Irrespective of any of the foregoing, the County will have the right to award the Contract in its own best interests.

H. QUALIFICATIONS

1. The Vendor must be in compliance with the laws regarding conducting business in the State of Maryland.
All Vendors shall provide a copy Certificate of Status from the Maryland Department of Assessments and Taxation, evidencing the Vendor is in good standing with the State of Maryland. See https://sdatcert1.resiusa.org/certificate_net/ for information on obtaining the Certificate of Status. *Certificates of status are not available for trade names, name reservations, government agencies, sole proprietorships, and some other accounts as these are not legal entities and thus are not required for these categories of Vendors.* For more information on the Certificate of Status please see <http://www.dat.state.md.us/sdatweb/COSinfo.html> .
2. Worcester County reserves the right, at its sole discretion, to extend the date this documentation must be provided. The Vendor's inability to provide this documentation could result in the bid being rejected.

I. DESCRIPTIVE LITERATURE

1. The proposed descriptive literature fully describing the product bid is what is intended to be included as the price. Failure to do so may be cause for rejection of the bid.
2. Any items, systems or devices supplied in this bid that are proprietary in nature relative to maintenance, repair, servicing or updating must be disclosed on the bid form.

J. NOTICE TO VENDORS

1. Before a Vendor submits the Bid Documents it will need to become fully informed as to the extent and character of the Goods and/or Services required and are expected to completely familiarize themselves with the requirements of this Bid Document's specifications. Failure to do so will not relieve the Vendor of the responsibility to fully perform in accordance therewith. No consideration will be granted for any alleged misunderstanding of the material to be furnished or the Services to be performed, it being understood that the submission of a Bid Document is an agreement with all of the items and conditions referred to herein.

K. PIGGYBACKING

1. Worcester County may authorize, upon request, any governmental entity (hereafter Authorized User) within the County to purchase items under the contract awarded pursuant to this bid solicitation.
2. All purchase orders issued against the contract by an authorized User shall be honored by the Successful Vendor in accordance with all terms and conditions of this contract.
3. The issuance of a purchase order by an Authorized User pursuant to this provision shall constitute an express assumption of all contractual obligations, covenants, conditions and terms of the contract. A breach of the contract by any particular Authorized User shall neither constitute nor be deemed a breach of the contract as a whole which shall remain in full force and effect, and shall not affect the validity of the contract nor the obligations of the Successful Vendor thereunder respecting the County.
4. The County specifically and expressly disclaims any and all liability for any breach by an Authorized User other than the County and each such Authorized User and Successful Vendor guarantee to save the County, its officers, agents and employees harmless from any liability that may be or is imposed by the Authorized User's failure to perform in accordance with its obligations under the contract.

END OF SECTION

SECTION II: GENERAL INFORMATION**A. ECONOMY OF BID**

1. Bid Documents will be prepared simply and economically, providing straightforward and concise description of the Vendor's capabilities to satisfy the requirements of the Bid Documents. Emphasis should be on completeness and clarity of content. Elaborate brochures and other representations beyond that sufficient to present a complete and effective Bid Document are neither required nor desired.

B. PUBLIC INFORMATION ACT (PIA)

1. Worcester County is subject to the Maryland Public Information Act and may be required to release bid submissions in accordance with the Act.
2. Any materials the Vendor deems to be proprietary or copyrighted must be marked as such; however, the material may still be subject to analysis under the Maryland Public Information Act.
 - a. The Vendor may invoke proprietary information or trade secret protection for submission of any data/material by (1) identifying the data/material in a written description, (2) clearly marking the data/material as proprietary, and (3) providing a written statement detailing the reasons why protection is necessary. The County reserves the right to ask for additional clarification prior to establishing protection.

C. CONTRACT AWARD

1. A written award by the County to the Successful Vendor in the form of a Purchase Order or other contract document will result in a binding Contract without further action by either party. If the Successful Vendor fails or refuses to sign and deliver the Contract and the required insurance documentation, the County will have the right to award to the next responsible and responsive Vendor. Contract will be executed by the Successful Vendor within fourteen calendar days of receipt of the Contract.
2. Bid Documents and Contracts issued by the County will bind the Vendor to applicable conditions and requirements herein set forth, unless otherwise specified in the Bid Documents, and are subject to all federal, state, and municipal laws, rules, regulations, and limitations.
3. County personal property taxes ("Taxes") must be on a current basis; if any such Taxes are delinquent, they must be paid before award of Contract. Failure to pay will result in the award of Contract to another Vendor.
4. The County reserves the right to engage in individual discussions and interviews with those Vendors deemed fully qualified, responsible, suitable and professionally competent to provide the required Goods and/or Services should the project size warrant it. Vendors will be encouraged to elaborate on their qualifications, performance data, and staff expertise.

D. AUDIT

1. The Successful Vendor agrees to retain all books, records, and other documents relative to the awarded Contract for five years after final payment, or until audited. The County, its authorized agents, and/or State auditors will have full access to and the right to examine any of said materials during said period.

E. NONPERFORMANCE

1. The County reserves the right to inspect all operations and to withhold payment for any goods not performed or not performed in accordance with the specifications in this Bid Document. Errors, omissions or mistakes in performance will be corrected at no cost to the County. Failure to do so

will be cause for withholding of payment for that Goods and/or Services. In addition, if deficiencies are not corrected in a timely manner, the County may characterize the Successful Vendor as uncooperative, which may jeopardize future project order solicitations.

F. MODIFICATION OR WITHDRAWAL OF BID

1. A Bid Document may not be modified, withdrawn, or cancelled by the Vendor during the stipulated time period following the time and date designated for the receipt of Bid Documents, and each Vendor so agrees in submitting Bid Documents.

G. DEFAULT

1. The Contract may be cancelled or annulled by the County in whole or in part by written notice of default to the Successful Vendor upon non-performance, violation of Contract terms, delivery failure, bankruptcy or insolvency, any violation of state or local laws, or the making of an assignment for the benefit of creditors. An award may then be made to the next most highly rated Vendor, or when time is of the essence, similar commodities and/or service may be purchased on the open market. In either event, the defaulting Vendor (or his surety) will be liable to the County for cost to the County in excess of the defaulted Contract price.
2. If a representative or warranty of either Party to the Contract is false or misleading in any material respect, or if either Party breaches a material provision of the Contract (“Cause”), the non-breaching Party will give the other Party written notice of such cause. If such Cause is not remedied within fifteen calendar days (“Cure Period”) after receipt of such notice, (unless, with respect to those Causes which cannot be reasonably corrected or remedied within the Cure Period, the breaching Party will have commenced to correct or remedy the same within such Cure Period and thereafter will proceed with all due diligence to correct or remedy the same), the Party giving notice will have the right to terminate this Contract upon the expiration of the Cure Period.

H. COLLUSION/FINANCIAL BENEFIT

1. The Vendor certifies that his/her Bid is made without any previous understanding, agreement, or connection with any person, firm, or corporation making a Bid Document for the same project; without prior knowledge of competitive prices; and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.
2. Upon signing the Bid Document, Vendor certifies that no member of the governing body of the County, or members of his/her immediate family, including spouse, parents or children, or any other officer or employee of the County, or any member or employee of a Commission, Board, or Corporation controlled or appointed by the County Commissioners has received or has been promised, directly or indirectly, any financial benefit, related to this Bid Document and subsequent Contract.

I. TAX EXEMPTION

1. In buying products directly from a Vendor, Worcester County is exempt from being *directly* charged Federal excise and Maryland sales tax. A copy of an exemption certificate shall be furnished upon request.
2. According to the Office of the Comptroller of Maryland, a *Contractor is responsible for paying sales tax* on his/her purchases relating to any projects or services and should incorporate it into their bid.
3. Successful Vendors **cannot** use the County tax exemption to buy materials or products used on County projects.

J. CONTRACT CHANGES

1. No claims may be made by anyone that the scope of the project or that the Vendor's Goods and/or Services have been changed (requiring changes to the amount of compensation to the Vendor or other adjustments to the Contract) unless such changes or adjustments have been made by an approved written amendment (Change Order) to the Contract signed by the Chief Administrative Officer (and the County Commissioners, if required), prior to additional Goods and/or Services being initiated. Extra Goods and/or Services performed without prior, approved, written authority will be considered as unauthorized and at the expense of the Vendor. Payment will not be made by the County.
2. No oral conversations, agreements, discussions, or suggestions, which involve changes to the scope of the Contract, made by anyone including any County employee, will be honored or valid. No written agreements or changes to the scope of the Contract made by anyone other than the Procurement Officer (with the Chief Administrative Officer and/or County Commissioners approval, if required) will be honored or valid.
3. If any Change Order in the Goods and/or Services results in a reduction in the Goods and/or Services, the Vendor will neither have, nor assert any claim for, nor be entitled to any additional compensation for damages or for loss of anticipated profits on Goods and/or Services that are eliminated.

K. ADDENDUM

1. No oral statements of any person will modify or otherwise affect or interpret the meaning of the Contract specifications, or the terms, conditions, or other portions of the Contract. All modifications and every request for any interpretation must be addressed to Worcester County's Procurement Officer and to be given consideration, must be received no later than the last day for questions listed in Section I, Subsection C.2.
2. Any and all interpretations, corrections, revisions, and amendments will be issued by the Procurement Officer to all holders of Bid Documents in the form of written addenda. Vendors are cautioned that any oral statements made by any County employee that materially change any portion of the Bid Documents cannot be relied upon unless subsequently ratified by a formal written amendment to the Bid Document.
3. All addenda will be issued so as to be received at least five days prior to the time set for receipt of Bid Documents, and will become part of the Contract and will be acknowledged in the Bid Document form. Failure of any Vendor to receive any such addenda will not relieve said Vendor from any obligation under the Bid Document as submitted.
4. Vendors are cautioned to refrain from including in their Bid Document any substitutions which are not confirmed by written addenda. To find out whether the County intends to issue an amendment reflecting an oral statement made by any employee, contact Worcester County's Procurement Officer during normal business hours.
5. The Worcester County Procurement Officer reserves the right to postpone the Bid Document opening for any major changes occurring in the five-day interim which would otherwise necessitate an Addendum.

L. EXCEPTIONS/ SUBSTITUTIONS

1. Any exceptions or substitutions to the specifications requested should be marked on the bid form and listed on a separate sheet of paper attached to the bid.

2. An exception to the specifications may disqualify the bid. The County will determine if the exception is an essential deviation or a minor item.
3. In the case of a minor deviation, the County maintains the option to award to that Vendor if it determines the performance is not adversely affected by the exception.

M. APPROVED EQUALS

1. In all specifications where a material or article is defined by describing a proprietary product or by using the name of a Vendor or manufacturer, it can be assumed that an approved equal can be substituted.
2. The use of a named product is an attempt to set a particular standard of quality and type that is familiar to the County. Such references are not intended to be restrictive.
3. However, the County shall decide if a product does in fact meet or exceed the quality of the specifications listed in the solicitation. It shall be the responsibility of the Vendor that claims his product is an equal to provide documentation to support such a claim.

N. DELIVERY

1. All items shall be delivered F.O.B. destination and delivery costs and charges included in the bid unless otherwise stated in the specifications or bid form.

O. INSURANCE

1. If required by the General Conditions or Terms and Conditions, the Successful Vendor shall provide the County with Certificates of Insurance within ten calendar days of bid award notification evidencing the required coverage.
2. Successful Vendor must provide Certificates of Insurance before commencing work in connection with the Contract.

P. BID EVALUATION

1. Bid tabulations will be posted on the County website at <https://www.co.worcester.md.us/commissioners/bids>. Click on the Expired Bids & Results tab and find the bid tabulation for the bid you are interested in. Bid tabulations will be posted as soon as reasonably possible after the Bid opening.

END OF SECTION

SECTION III: BID SPECIFICATIONS

A. SCOPE

1. The County is seeking bids from qualified Vendors for the purchase of Galvanized Steel Corrugated Metal Pipe and HDPE Double Wall Plastic Pipe in accordance with the terms and conditions and specifications set forth in this solicitation.

B. CONTRACT PRICING

1. Contract pricing will be valid for the term of one (1) year from the Notice to Proceed date, ("Contract Period").
2. Pricing must include all labor, materials, tools, and equipment to perform Work.
3. Pricing will not change during the Contract Period.

C. CONTRACT PERIOD RENEWAL OPTION

1. The County reserves the right to extend the Contract Period for two additional one-year terms, provided the Successful Vendor agrees there will be no increase in price for the additional Contract Period(s). The Successful Vendor will notify the County's Administration Office in writing within sixty (60) calendar days of each subsequent year regarding the Successful Vendor's decision to hold prices firm for an additional year. The County will then have the option to either extend the Contract Period or re-bid.

D. SUMMARY

1. Riveted Galvanized Steel Corrugated Metal Pipe or Helically Corrugated Pipe with Two Annular Corrugations on each end of pipe.
2. HDPE Double Wall without Bell End Plastic Pipe.
3. No dimple bands, no individual lugs, only bands with angles across width of band or approved equal will be accepted for pipe sizes larger than 18".
4. All pipes cut to meet size requirements must be re-rolled.
5. All pipe deliveries shall be F.O.B. Destination - Worcester County Department of Public Works, Roads Division, Snow Hill Shop, 5764 Worcester Highway, Snow Hill, MD 21863.
 - a. Delivery charges shall be included in the bid price.
6. Worcester County reserves the right to adjust the amount of pipe depending on varying circumstances.

E. GENERAL REQUIREMENTS

1. The Successful Vendor must be licensed to perform Work in the state of Maryland.

F. PAYMENT

1. The County will make payment(s) to the Successful Vendor within thirty calendar days from the receipt of a proper invoice for delivered goods.

G. QUESTIONS

1. The last day for questions is listed under Section I, Subsection C.2.

H. AWARD

1. The County intends to award to the lowest Responsive and Responsible Vendor meeting the specifications.

END OF SECTION

THIS AND PREVIOUS SECTIONS, OTHER THAN THE COVER PAGE, DO NOT NEED TO BE RETURNED WITH SUBMITTAL

FORM OF BID

To whom it may concern:

We hereby submit our Bid Documents for “CORRUGATED METAL AND PLASTIC PIPE” as indicated in the Bid Documents. Having carefully examined the Bid Documents and having received clarification on all items of conflict or upon which any doubt arose, the undersigned hereby requests consideration of our Vendor for award of the referenced Bid.

<u>ITEM</u>	<u>PIPE</u>	<u>GAUGE</u>	<u>DIAMETER</u>	<u>LENGTH</u>	<u>QTY</u>	<u>UOM</u>	<u>UNIT PRICE</u>	<u>TOTAL (LENGTH*QTY*UNIT PRICE)</u>
1	GCCMP	12	60"	20'	5	LF	\$	\$
2	BANDS		60"		5	EA	\$	\$
3	GCCMP	12	48"	20'	2	LF	\$	\$
4	GCCMP	12	48"	16'	2	LF	\$	\$
5	GCCMP	12	48"	14'	1	LF	\$	\$
6	GCCMP	12	48"	12'	4	LF	\$	\$
7	BANDS		48"		11	EA	\$	\$
8	GCCMP	12	36"	20'	8	LF	\$	\$
9	GCCMP	12	36"	16'	3	LF	\$	\$
10	GCCMP	12	36"	14'	3	LF	\$	\$
11	GCCMP	12	36"	12'	4	LF	\$	\$
12	BANDS		36"		1	EA	\$	\$
13	BANDS		30"		4	EA	\$	\$
14	GCCMP	14	24"	12'	3	LF	\$	\$
15	GCCMP	14	24"	10'	1	LF	\$	\$
16	BANDS		24"		2	EA	\$	\$
17	GCCMP	16	18"	20'	6	LF	\$	\$
18	GCCMP	16	18"	16'	1	LF	\$	\$
19	GCCMP	16	18"	12'	5	LF	\$	\$
20	GCCMP	16	18"	10'	6	LF	\$	\$
21	BANDS		18"		2	EA	\$	\$

ITEM 7

<u>ITEM</u>	<u>PIPE</u>	<u>GAUGE</u>	<u>DIAMETER</u>	<u>LENGTH</u>	<u>QTY</u>	<u>UOM</u>	<u>UNIT PRICE</u>	<u>TOTAL (LENGTH*QTY*UNIT PRICE)</u>
22	GCCMP	16	15"	20'	1	LF	\$	\$
23	GCCMP	16	15"	16'	2	LF	\$	\$
24	GCCMP	16	15"	14'	1	LF	\$	\$
25	GCCMP	16	15"	12'	1	LF	\$	\$
26	GCCMP	16	12"	20'	30	LF	\$	\$
27	GCCMP	16	12"	14'	2	LF	\$	\$
28	GCCMP	16	12"	12'	4	LF	\$	\$
29	GCCMP	16	12"	10'	7	LF	\$	\$
30	BANDS		12"		45	EA	\$	\$
31	HDPE Double Wall Plastic		36"	20'	4	LF	\$	\$
32	HDPE Double Wall Plastic		30"	20'	4	LF	\$	\$
33	HDPE Double Wall Plastic		24"	20'	3	LF	\$	\$
34	HDPE Double Wall Plastic		18"	20'	10	LF	\$	\$
35	HDPE Double Wall Plastic		15"	20'	5	LF	\$	\$
36	HDPE Double Wall Plastic		12"	20'	18	LF	\$	\$
<u>TOTAL (INCLUDING ALL PIPE)</u>								

Vendor agrees to deliver within 30 calendar days from the date of order. (Yes)____ (No)____ Check One.

If unable to meet delivery timeframe listed above due to supply chain issues, please indicate a reasonable lead time for delivery. _____ days

Have you included your certificate of good standing with the State of Maryland? (See Section I, Subsection H.1 for more information.) (Yes)____ (No)____ Check One.

Is your company currently involved in any active litigation? (Yes)____ (No)____ Check One.

Is your company currently involved in any mergers or acquisitions? (Yes)____ (No)____ Check One.

ITEM 7

The Vendor agrees that their bid will be good for at least sixty days unless otherwise indicated in the bid specifications.

Note: This bid form must be signed by an officer of your company or an authorized agent for this bid to be considered valid by the county.

Sign for Identification

Printed Name

Title

Email

REFERENCES

List three references for which the Vendor has provided Goods/Services similar to those requested in the Bid Document within the last 12-36 months. Include contact name, address, telephone number, email address and services provided.

Company Name:		Company Name:	
Type of Project:		Type of Project:	
Address:		Address:	
Town, State, Zip Code:		Town, State, Zip Code:	
Contact Person:		Contact Person:	
Telephone Number:		Telephone Number:	
Email:		Email:	
Date of Service:		Date of Service:	
Company Name:			
Type of Project:			
Address:			
Town, State, Zip Code:			
Contact Person:			
Telephone Number:			
Email:			
Date of Service:			

Sign for Identification

Printed Name

EXCEPTIONS

The undersigned hereby certifies that, except as listed below, or on separate sheets attached hereto, the enclosed Completed Bid Document covers all items as specified.

EXCEPTIONS:

(If none, write none) _____

How did you hear about this solicitation?

- Worcester County's Website
- eMaryland Marketplace Advantage (eMMA)
- Newspaper Advertisement
- Direct email
- Other _____

The vendor hereby acknowledges receipt of the following addenda.

<u>Number</u>	<u>Date</u>	<u>Initials</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Sign for Identification

Printed Name

INDIVIDUAL PRINCIPAL

Vendor Name: _____

Signed By: _____ In the presence of: _____

Address of Vendor: _____ Town, State, Zip _____

Telephone No.: _____ Fax: _____ Email: _____

CO-PARTNERSHIP PRINCIPAL

Name of Co-Partnership: _____

Address: _____ Town, State, Zip _____

Telephone No.: _____ Fax: _____

Signed By: _____ In the presence of: _____
Partner Witness

Signed By: _____ In the presence of: _____
Partner Witness

Signed By: _____ In the presence of: _____
Partner Witness

CORPORATE PRINCIPAL

Name of Corporation: _____

Address: _____ Town, State, Zip _____

Telephone No.: _____ Fax: _____

Signed By: _____ In the presence of: _____
President Witness

Attest: _____
Corporate Secretary

Affix Corporate Seal

VENDOR’S AFFIDAVIT OF QUALIFICATION TO BID

I HEREBY AFFIRM THAT:

I, _____ am the _____
(Printed Name) (title)
and the duly authorized representative of the Vendor of
_____ whose address is
(name of corporation)

_____ and that I possess the legal authority to make this affidavit on behalf of myself and the Vendor for which I am acting.

Except as described in paragraph 3 below, neither I nor the above Vendor, nor to the best of my knowledge and of its officers, directors or partners, or any of its employees directly involved in obtaining contracts with the State or any county, bi-county or multi-county agency, or subdivision of the State have been convicted of, or have pleaded nolo-contendere to a charge of, or have during the course of an official investigation or other proceeding admitted in writing or under oath acts or omissions which constitute, bribery, attempted bribery, or conspiracy to bribe under the provisions of Article 27 of the Annotated Code of Maryland or under the laws of any state or federal government (conduct prior to July 1, 1977 is not required to be reported).

(State “none” or, as appropriate, list any conviction, plea or admission described in paragraph 2 above, with the date, court, official or administrative body, the individuals involved and their position with the Vendor, and the sentence or disposition, if any.)

I acknowledge that this affidavit is to be furnished to the County, I acknowledge that, if the representations set forth in this affidavit are not true and correct, the County may terminate any Contract awarded and take any other appropriate action. I further acknowledge that I am executing this affidavit in compliance with section 16D of Article 78A of the Annotated Code of Maryland, which provides that certain persons who have been convicted of or have admitted to bribery, attempted bribery or conspiracy to bribe may be disqualified, either by operation of law or after a hearing, from entering into contracts with the State or any of its agencies or subdivisions.

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

Sign for Identification

Printed Name

NON-COLLUSIVE AFFIDAVIT

_____ being first duly sworn,
deposes and says that:

1. He/she is the _____, (Owner, Partner, Officer, Representative or Agent) of _____, the Vendor that has submitted the attached Bid Documents;
2. He/she is fully informed respecting the preparation and contents of the attached Bid Document and of all pertinent circumstances respecting such Bid Documents;
3. Such Bid Document is genuine and is not a collusive or sham Bid Document;
4. Neither the said Vendor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Vendor, firm, or person to submit a collusive or sham Bid Document in connection with the Work for which the attached Bid Document has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Vendor, firm, or person to fix the price or prices in the attached Bid Document or of any other Vendor, or to fix any overhead, profit, or cost elements on the Bid Document price or the Bid Document price of any other Vendor, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any disadvantage against (Recipient), or any person interested in the Work;
5. The price or prices quoted in the attached Bid Document are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Vendor or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

Witness

Witness

By: _____
Signature

Printed Name

Title

EXHIBIT A

WORCESTER COUNTY MARYLAND
STANDARD TERMS AND CONDITIONS

The provisions below are applicable to all Worcester County (“County”) contracts. These provisions are not a complete agreement. These provisions must be attached to an executed document that identifies the work to be performed, compensation, term, incorporated attachments, and any special conditions (“Contract”). If the Standard Terms and any other part of the Contract conflict, then the Standard Terms will prevail.

1. **Amendment.** Amendments to the Contract must be in writing and signed by the parties.
2. **Bankruptcy.** If a bankruptcy proceeding by or against the Contractor is filed, then:
 - a. The Contractor must notify the County immediately; and
 - b. The County may cancel the Contract or affirm the Contract and hold the Contractor responsible for damages.
3. **Compliance with Law.** Contractor must comply with all applicable federal, state, and local law. Contractor is qualified to do business in the State of Maryland. Contractor must obtain, at its expense, all licenses, permits, insurance, and governmental approvals needed to perform its obligations under the Contract.
4. **Contingent Fee Prohibition.** The Contractor has not directed anyone, other than its employee or agent, to solicit the Contract and it has not promised to pay anyone a commission, percentage, brokerage fee, contingent fee, or other consideration contingent on the making of the Contract.
5. **Counterparts and Signature.** The Contract may be executed in several counterparts, each of which may be an original and all of which will be the same instrument. The Contract may be signed in writing or by electronic signature, including by email. An electronic signature, a facsimile copy, or computer image of the Contract will have the same effect as an original signed copy.
6. **Exclusive Jurisdiction.** All legal proceedings related to this Contract must be exclusively filed, tried, and maintained in either the District Court of Maryland for Worcester County, Maryland or the Circuit Court of Worcester County, Maryland. The parties expressly waive any right to remove the matter to any other state or federal venue and waive any right to a jury trial.
7. **Force Majeure.** The parties are not responsible for delay or default caused by fire, riot, acts of God, County-declaration-of-emergency, or war beyond their reasonable control. The parties must make all reasonable efforts to eliminate a cause of delay or default and must, upon cessation, diligently pursue their obligations under the Contract.
8. **Governing Law.** The Contract is governed by the laws of Maryland and the County.
9. **Indemnification.** The Contractor must indemnify the County and its agents from all liability, penalties, costs, damages, or claims (including attorney’s fees) resulting from personal injury, death, or damage to property that arises from or is connected to the performance of the work or failure to perform its obligations under the Contract. All indemnification provisions will survive the expiration or termination of the Contract.

10. Independent Contractor.

- a. Contractor is an “Independent Contractor”, not an employee. Although the County may determine the delivery schedule for the work and evaluate the quality of the work, the County will not control the means or manner of the Contractor’s performance.
- b. Contractor is responsible for all applicable taxes on any compensation paid under the Contract. Contractor is not eligible for any federal Social Security, unemployment insurance, or workers’ compensation benefits under the Contract.
- c. Contractor must immediately provide the County notice of any claim made against Contractor by any third party.

11. Insurance Requirements.

- a. Contractor must have Commercial General Liability Insurance in the amounts listed below. The insurance must include coverage for personal injury, discrimination, and civil rights violation claims. All insurance must name County, its employees, and agents as “ADDITIONAL INSURED”. A copy of the certificate of insurance must be filed with the County before the Contract is executed, providing coverage in the amount of \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$500,000 for property damage.
- b. Contractor must have automobile insurance on all vehicles used in the Contract to protect Contractor against claims for damages resulting from bodily injury, including wrongful death, and property damage that may arise from the operations in connection with the Contract. All insurance must name County, its employees, and agents as “ADDITIONAL INSURED”.
- c. Contractor must provide the County with a certification of Workers’ Compensation Insurance, with employer’s liability in the minimum amount required by Maryland law in effect for each year of the Contract.
- d. All insurance policies must have a minimum 30 days’ notice of cancellation. The County must be notified immediately upon cancellation.
- e. When insurance coverage is renewed, Contractor must provide new certificates of insurance prior to expiration of current policies.

12. **Nondiscrimination.** Contractor must not discriminate against any worker, employee, or applicant because of religion, race, sex, age, sexual orientation, physical or mental disability, or perceived disability. This provision must be incorporated in all subcontracts related to the Contract.

13. Ownership of Documents; Intellectual Property.

- a. All documents prepared under the Contract must be available to the County upon request and will become the exclusive property of the County upon termination or completion of the services. The County may use the documents without restriction or without additional compensation to the Contractor. The County will be the owner of the documents for the purposes of copyright, patent, or trademark registration.
- b. If the Contractor obtains, uses, or subcontracts for any intellectual property, then it must provide an assignment to the County of ownership or use of the property.
- c. The Contractor must indemnify the County from all claims of infringement related to

the use of any patented design, device, materials, or process, or any trademark or copyright, and must indemnify the County, its officers, agents, and employees with respect to any claim, action, costs, or infringement, for royalties or user fees, arising out of purchase or use of materials, construction, supplies, equipment, or services covered by the Contract.

14. **Payments.** Payments to the Contractor under the Contract will be within 30 days of the County's receipt of a proper invoice from the Contractor. If an invoice remains unpaid 45 days after the invoice was received, interest will accrue at 6% per year.
15. **Records.** Contractor must maintain fiscal records relating to the Contract in accordance with generally accepted accounting principles. All other relevant records must be retained by Contractor and kept accessible for at least three years after final payment, termination of the Contract, or until the conclusion of any audit, controversy, or litigation related to the Contract. All subcontracts must comply with these provisions. County may access all records of the Contractor related to the Contract.
16. **Remedies.**
 - a. **Corrections of errors and omissions.** Contractor must perform work necessary to correct errors and omissions in the services required under the Contract, without undue delays and cost to the County. The County's acceptance will not relieve the Contractor of the responsibility of subsequent corrections of errors.
 - b. **Set-off.** The County may deduct from any amounts payable to the Contractor any back-charges, penalties, or damages sustained by the County, its agents, or employees caused by Contractor's breach. Contractor will not be relieved of liability for any costs caused by a failure to satisfactorily perform the services.
 - c. **Cumulative.** These remedies are cumulative and without waiver of any others.
17. **Responsibility of Contractor.**
 - a. The Contractor must perform the services with the standard of care, skill, and diligence normally provided by a Contractor in the performance of services similar the services.
 - b. Notwithstanding any review, approval, acceptance, or payment for the services by the County, the Contractor will be responsible for the accuracy of any work, design, drawings, specifications, and materials furnished by the Contractor under the Contract.
 - c. If the Contractor fails to conform with subparagraph (a) above, then it must, if required by the County, perform at its own expense any service necessary for the correction of any deficiencies or damages resulting from the Contractor's failure. This obligation is in addition to any other remedy available to the County.
18. **Severability/Waiver.** If a court finds any term of the Contract to be invalid, the validity of the remaining terms will not be affected. The failure of either party to enforce any term of the Contract is not a waiver by that party.
19. **Subcontracting or Assignment.** The Contractor may not subcontract or assign any part of the Contract without the prior written consent of the County. The County may withhold consent for any reason the County deems appropriate.

20. **Termination.** If the Contractor violates any provision of the Contract, the County may terminate the Contract by written notice. All finished or unfinished work provided by the Contractor will, at the County's option, become the County's property. The County will pay the Contractor fair compensation for satisfactory performance that occurred before termination less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the County can affirmatively collect damages.
21. **Termination of Contract for Convenience.** Upon written notice, the County may terminate the Contract when the County determines termination is in the County's best interest. Termination for convenience is effective on the date specified in the County's written notice. The County will pay for reasonable costs allocable to the Contract for costs incurred by the Contractor up to the date of termination. But the Contractor will not be reimbursed for any anticipatory profits that have not been earned before termination.
22. **Termination of Multi-year Contract.** If funds are not available for any fiscal period of the Contract after the first fiscal period, then the Contract will be terminated automatically as of the beginning of unfunded fiscal period. Termination will discharge the Contractor and the County from future performance of the Contract, but not from their rights and obligations existing at the time of termination.
23. **Third Party Beneficiaries.** The County and Contractor are the only parties to the Contract and are the only parties entitled to enforce its terms. Nothing in the Contract gives any benefit or right to third persons unless individually identified by name and expressly described as intended beneficiaries of the Contract.
24. **Use of County Facilities.** Contractor may only County facilities that are needed to perform the Contract. County has no responsibility for the loss or damage to Contractor's personal property which may be stored on County property.
25. **Whole Contract.** The Contract, the Standard Terms, and attachments are the complete agreement between the parties and supersede all earlier agreements, proposals, or other communications between the parties relating to the subject matter of the Contract.



Worcester County Government
One West Market Street | Room 1103 | Snow Hill MD 21863-1195
(410) 632-1194 | (410) 632-3131 (fax) | admin@co.worcester.md.us | www.co.worcester.md.us

MEMORANDUM

TO: Worcester County Commissioners
FROM: Nicholas W. Rice, Procurement Officer
DATE: September 5, 2023
RE: Board of Zoning Appeals Legal Services

The Department of Development, Review and Permitting along with the County’s Procurement Officer released a request for proposals for the Board of Zoning Appeals Legal Services. Proposals were due and opened on May 9, 2023. Two proposals were received. I have attached the proposal tabulation along with their respective hourly rates to this memo. Both firms were interviewed by the Commissioners in closed session on Tuesday, August 15, 2023. We are requesting approval to award these services to David C. Gaskill, Esquire at \$125 per hour.

In addition, we are requesting to increase the rate of pay for all attorney’s representing the County boards and commissioners from \$100 to \$125. The last increase was made in February 2008, see the attached memo.

Funding for these services was approved in the budget under account 100.1008.6510.010 Legal Services – Board/Commission Attorney.

Should you have any questions, please feel free to contact me.

Board of Zoning Appeals - Legal Services	
Tuesday, May 9, 2023	
Proposal Tabulation	
<u>Vendor Name</u>	<u>Hourly Rate</u>
David C. Gaskill, Esquire	\$125.00
Webb, CornBrooks, Wilbur, Douse, Mathers & Illuminati, LLP	\$225.00

County Administration Office
1 West Market Street, Room 1103
Snow Hill, MD 21863
Phone: 410-632-1194
Fax: 410-632-3131



TEL: 410-632-1194
FAX: 410-632-3131
E-MAIL: admin@co.worcester.md.us



OFFICE OF THE
COUNTY COMMISSIONERS

GERALD T. MASON
CHIEF ADMINISTRATIVE OFFICER
EDWARD H. HAMMOND, JR.
COUNTY ATTORNEY

COMMISSIONERS
JAMES L. PURNELL, JR., PRESIDENT
LOUISE L. GULYAS, VICE PRESIDENT
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VIRGIL L. SHOCKLEY

Worcester County
GOVERNMENT CENTER

ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

February 21, 2008

TO: Edward A. Tudor, Director of Development Review & Permitting
Patti Jackson, Election Director

FROM: Gerald T. Mason, Chief Administrative Officer *gtm*

SUBJECT: Attorney Fees

Please be advised that at their meeting of February 19, 2008, the Worcester County Commissioners discussed the rate of pay for local attorneys who represent the various County boards and commissions. For quite some time these attorneys have been paid a fee of \$75 per hour for their services to the County boards and commissions. The Commissioners understand that the Circuit Court of Worcester County authorizes an attorney fee of \$100 per hour for those attorneys who are appointed by the court to represent parties in various cases. Therefore, the County Commissioners have agreed to increase the rate of pay for all attorneys representing the County boards and commissions from \$75 per hour to \$100 per hour effective immediately.

Thank you for your cooperation and assistance with regard to this matter. If you should have any questions or concerns, please feel free to contact me at this office.

GTM/KS:dd

cf: Kathy Whited, Budget Officer
Sonny Bloxom, County Attorney
Ed Weilbacher, Bingo Board Attorney
Jeff Cropper, Elections Board Attorney
Thomas K. Coates, Board of License Commissioners' Attorney
Heather Stansbury, Shoreline Commission Attorney
David C. Gaskill, Board of Zoning Appeals Attorney
CCBOARDS/Attorney Fees



DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET, ROOM 1201
SNOW HILL, MARYLAND 21863
TEL:410.632.1200 / FAX: 410.632.3008

<http://www.co.worcester.md.us/departments/drp>

ADMINISTRATIVE DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

ZONING DIVISION
BUILDING DIVISION
DATA RESEARCH DIVISION

MEMORANDUM

To: Weston S. Young, Chief Administrative Officer
From: Jennifer K. Keener, AICP, Director
Date: August 28, 2023
Re: Rezoning Case No. 444 – Black Water Relics, LLC, applicant, Hugh Cropper, IV, Esquire attorney for the applicants

.....

I am requesting that the Worcester County Commissioners schedule the required public hearing associated with Rezoning Case No. 444. A draft public hearing notice is attached.

Mr. Cropper, on behalf of his client, has filed Rezoning Case No. 444, seeking to rezone approximately 0.78 acres of land located on the east side of Market Street, approximately 0.25 miles north of Moat Road, from A-1 Agricultural District to C-2 General Commercial District. The case was reviewed by the Planning Commission at its meeting on August 3, 2023, and was given a favorable recommendation. In addition, the Planning Commission also recommended that the adjacent Parcel 89 (1.01 acres) also owned by Black Water Relics, LLC, which is also currently zoned A-1 District, be considered for a C-2 District zoning designation, since it would serve as the land area needed for septic replacement, and potential parking area for a commercial use. Mr. Cropper has confirmed that his clients wish to include this parcel in their amended request.

Attached you will also find the Planning Commission’s written Findings of Fact and Recommendation as prepared by Matthew Laick, Deputy Director. Please advise our department at your earliest convenience as to the public hearing date so that our department can ensure that the mandatory public notice of 15 days is met via posting on the site and mailings to adjoining property owners.

Thank you for your attention to this matter. Should you have any questions or require additional information, please do not hesitate to contact me.

**NOTICE
OF
PROPOSED CHANGE IN ZONING**

**EAST SIDE OF MARKET STREET
NORTH OF MOAT ROAD**

**SECOND TAX DISTRICT
WORCESTER COUNTY, MARYLAND**

Pursuant to Section 1-113 of the Worcester County Zoning Ordinance, Rezoning Case No. 444 has been filed by Hugh Cropper, IV on behalf of Black Water Relics, LLC, property owner, for an amendment to the Official Zoning Maps to change approximately 1.79 acres of land located on the east side of Market Street, approximately 0.25 miles north of Moat Road, in the Second Tax District of Worcester County, Maryland, from A-1 Agricultural District to C-2 General Commercial District. The Planning Commission has given a favorable recommendation to the rezoning application as amended.

Pursuant to Sections 1-113 and 1-114 of the Worcester County Zoning Ordinance, the County Commissioners will hold a

PUBLIC HEARING

on

TUESDAY,

AT

**IN THE COUNTY COMMISSIONERS' MEETING ROOM
WORCESTER COUNTY GOVERNMENT CENTER – ROOM 1101
ONE WEST MARKET STREET
SNOW HILL, MARYLAND 21863**

At said public hearing the County Commissioners will consider the rezoning application, the staff file on Rezoning Case No. 444 and the recommendation of the Planning Commission, any proposed restrictions on the rezoning, other appropriate restrictions, conditions or limitations as may be deemed by them to be appropriate to preserve, improve, or protect the general character and design of the lands and improvements being zoned or rezoned or of the surrounding or adjacent lands and improvements, and the advisability of reserving the power and authority to approve or disapprove the design of buildings, construction, landscaping or other improvements, alterations and changes made or to be made on the subject land or lands to assure conformity with the intent and purpose of applicable State laws and regulations and the County Zoning Ordinance.

Maps of the petitioned area, the staff file on Rezoning Case No. 444 and the Planning Commission's recommendation, which will be entered into record at the public hearing, are on file and available to view electronically by contacting the Department of Development, Review and Permitting, Worcester County Government Center, One West Market Street, Room 1201, Snow Hill, Maryland 21863 Monday through Friday from 8:00 A.M. and 4:30 P.M. (except holidays), at (410) 632-1200 as well as at www.co.worcester.md.us.

THE WORCESTER COUNTY COMMISSIONERS

**PLANNING COMMISSION
FINDINGS OF FACT
AND
RECOMMENDATION**

REZONING CASE NO. 444

APPLICANTS:

**Black Water Relics LLC
537 Old Westminster Road
Hanover, MD 17331**

ATTORNEY FOR THE APPLICANTS:

**Hugh Cropper, IV
9927 Stephen Decatur Highway, F-12
Ocean City, Maryland 21842**

August 3, 2023

WORCESTER COUNTY PLANNING COMMISSION

TABLE OF CONTENTS

I.	Introductory Data	Pages 3 - 4
II.	Testimony Before the Planning Commission	Pages 5
III.	Findings and Conclusions	Pages 6 - 7
IV.	Planning Commission Recommendation	Page 7
V.	Exhibits	Pages 8 - 10
VI.	Related Material and Attachments	
A.	Copy of Written Staff Report	Pages 11 - 15
B.	Attachments to the Staff Report:	
1.	Application for Amendment of Official Zoning Map with attachment	Pages 16 - 23
2.	Maps of petitioned area	Pages 24 - 32
3.	Town of Snow Hill de-annexation request for zoning Classification	Pages 33 - 34
4.	Town of Snow Hill – Summerfield De-Annexation, Aka detachment	Pages 35 - 39
5.	Comments of Robert J. Mitchell, Worcester County Environmental Programs Director	Pages 40
6.	Comments of Aws Ezzat, Maryland Department of Transportation State Highway Administration Regional Engineer, Access Management	Pages 41
7.	Memo requesting comments	Pages 42 - 43

I. INTRODUCTORY DATA

- A. CASE NUMBER: Rezoning Case No. 444, filed on May 25, 2023.
- B. APPLICANT: Black Water Relics LLC
537 Old Westminster Road
Hanover, MD 17331
- APPLICANT’S ATTORNEY: Hugh Cropper, IV
9923 Stephen Decatur Highway, F-12
Ocean City, Maryland 21842
- C. TAX MAP/PARCEL INFO: Tax Map 63, Parcels 89 &106, Tax District 02
- D. SIZE: The petitioned area is Approximately 1.79 acres in size.
- E. LOCATION: 4432 Market St Snow Hill, MD (Approximately 0.25 Miles north of Moat Rd)
- F. CURRENT USE OF PETITIONED AREA: The property is currently improved with an 11,200 square foot storage warehouse with a concrete pad.
- G. CURRENT ZONING CLASSIFICATION: A-1 Agricultural District.
- H. REQUESTED ZONING CLASSIFICATION: C-2 General Commercial District.
- I. APPLICANT’S BASIS FOR REZONING: The application indicates that a mistake was made in zoning the property A-1. This property was not considered for rezoning in 2009 but this was a mistake in the 1992 Rezoning.
- J. ZONING HISTORY: At the time zoning was first established in 1964, the petitioned area was given a B-2 General Business District classification, and the B-2 zoning was retained in comprehensive rezoning held in 1978. In the 1992 rezoning the property was given a zoning of A-1 Agricultural District. In 2006 the property was annexed by the Town of Snow Hill as part of the Summerfield Annexation and remained in the town until 2019. When this property was de-annexed in 2019 it reverted to the same zoning classification as which it left. This property was not rezoned in the 2009 rezoning because it was part of the Town of Snow Hill. Attached are the memos which discuss this topic in more detail.
- K. SURROUNDING ZONING: Adjoining properties on the East side of Market St are zoned A-1 Agricultural District. Properties on the West side of Market St are zoned R-1 Rural Residential District and 1,300 ft to the South is zoned R-2

Suburban Residential District. The Town of Snow Hill is approximately 3,700 feet to the North.

- L. **COMPREHENSIVE PLAN:** According to the 2006 Comprehensive Plan and associated land use map, the petitioned area lies within the Growth Area Category.
- M. **WATER AND WASTEWATER:** According to the response from Mr. Mitchell, the property is not currently connected to public sewer and/or water at this time. The subject property has a designation of a Sewer and Water Service Category of S-1/W-1 (Immediate to 2 years) in the Master Water and Sewerage Plan.
- N. **EMERGENCY SERVICES:** Fire and ambulance service will be available from the Snow Hill Volunteer Fire Company approximately four minutes from the subject property. Police protection will be available from the Maryland State Police Barracks in Berlin, approximately twenty-four minutes away, and the Worcester County Sheriff's Office in Snow Hill, approximately four minutes away.
- O. **ROADWAYS AND TRANSPORTATION:** The petitioned area has frontage on US Business Route 113 (West Market Street), The Maryland Department of Transportation State Highway Administration (MDOT SHA) has no objection to the request.
- P. **SCHOOLS:** The petitioned area is within Zone 4 of the Worcester County Public School Zones
- Q. **CHESAPEAKE/ATLANTIC COASTAL BAYS CRITICAL AREAS:** The petitioned area is located outside of the Chesapeake Bay Critical Area (CBCA). And is not subject to the Forest Conservation Law, Per NR 1-403(a).
- R. **FLOOD ZONE:** The FIRM map (24047C0242H, effective July 16, 2015) indicates that this property is located outside of the floodplain in Zone X (Area of Minimal Flood Hazard).
- S. **PRIORITY FUNDING AREAS:** The petitioned area is not within a designated Priority Funding Area (PFA).
- T. **INCORPORATED TOWNS:** This property is within 3,500 feet of the incorporated town of Snow Hill.

II. APPLICANT'S TESTIMONY BEFORE THE PLANNING COMMISSION

- A. Hugh Cropper, IV, applicant's attorney, and Howard and Amy Kelly (Black Water Relics LLC), were present for the review. Mr. Cropper reviewed the zoning history of the property including the annexation into the Town of Snow Hill. When it was annexed into Snow Hill, the former property owner petitioned to the County Commissioners that it be rezoned to a Residential designation which was granted. When it was de-annexed, it was requested by Mr. Cropper that it retain a residential zoning classification, as described in a letter submitted as Applicant's Exhibit #1. However, it reverted to the same zoning classification as which it left – A-1 Agricultural District. Mr. Cropper then stated that this property was not considered during the 2009 comprehensive rezoning, as it was annexed into the town at the time. Therefore, he is arguing that there was a mistake in the March 10, 1992 rezoning that changed the designation from B-2 General Business District to A-1 Agricultural District, and that the property should go back to C-2 General Commercial District.

Mr. Gregory Wilkins, land surveyor, and Mr. Cropper presented Applicant's Exhibit #2 which is the plat of the property. Mr. Wilkinson then described the property as containing asphalt from the building up to the road. The building is large with doors on the front facade and the property has a small rear yard with a septic tank that is on the property by less than 8 inches. The septic lines were unable to be located.

The petitioned property is identified as within a Growth Area on the Land Use Map as described in the comprehensive plan. Mr. Cropper therefore claimed that the existing zoning was a mistake because it is in a growth area and is now directly across from 200 acres that are zoned residential. This parcel, because of its size, cannot be used for agricultural purposes, making it unusable under the current zoning designation. Mr. Cropper described how this road was an extension of Business 113 and any commercial development would be used by residents of Snow Hill.

Mrs. Wimbrow raised concerns about traffic flow, parking requirements for commercial uses and septic capacity. Mr. Cropper explained that Black Water Relics, LLC also owned parcel 89 which is adjacent to the petitioned area, and consists of 1.01 acres. Mr. Mitchell stated that adequate septic replacement area was found on adjoining parcel 89. Mr. Church noted that he was originally concerned about the rezoning, but in reviewing the site and surrounding area, he thought commercial would be a good use for the property. The Planning Commission also found that the use of the adjoining parcel 89 for services such as septic replacement and parking for the large commercial building on the petitioned area would be appropriate, and should also be considered as part of the rezoning request.

III. PLANNING COMMISSION'S FINDINGS AND CONCLUSIONS

- A.* Regarding the definition of the neighborhood: The Planning Commission noted that this was not applicable since Mr. Cropper's testimony was based solely on a mistake in the current zoning classification.
- B.* Regarding population change: The Planning Commission concluded that population change in the immediate area has been minimal since the last comprehensive rezoning that occurred on November 3, 2009, nor would this application contribute to an increase in population.
- C.* Regarding availability of public facilities: The Planning Commission found that there would be no impact upon public facilities as it pertains to wastewater disposal and the provision of potable water, since this property would be served by private sewer and a private well. Mr. Mitchell's memo stated that the subject property has a designation of a Sewer Service Category of S-1 (Immediate to 2 years) in the Master Water and Sewerage Plan. Additionally, fire and ambulance service will be available from the Snow Hill Fire Company, approximately four minutes away. No comments were received from the fire company with regard to this review. Police protection will be available from the State Police Barracks in Berlin, approximately twenty-four minutes away, and the Worcester County Sheriff's Office in Snow Hill, approximately four minutes away. No comments were received from either the Maryland State Police or the Worcester County Sheriff's Department. The petitioned area is served by the following schools: Snow Hill Elementary School, Snow Hill Middle School, and Snow Hill High School. As a commercial use, there will be no impact on the school system. In consideration of its review, the Planning Commission found that there will be no negative impacts to public facilities and services resulting from the proposed rezoning.
- D.* Regarding present and future transportation patterns: The Planning Commission found that the petitioned area has access to West Market St, a state-maintained road. The Maryland Department of Transportation State Highway Administration (MDOT SHA) District 1 stated that they have no objection to the rezoning and that development would require review and approval from District 1 Access Management and obtain any permits as needed.
- E.* Regarding compatibility with existing and proposed development and existing environmental conditions in the area, including having no adverse impact to waters included on the State's impaired waters list or having an established total maximum daily load requirement: The Planning Commission found that a rezoning of the subject property to C-2 would be compatible with existing and proposed development. The Planning Commission also found that the proposed rezoning would not have an impact on environmental regulations as the property is already paved. As for any future sewer expansion the property owners also own parcel 89 and could be used for obtaining additional sewer flow.

- F. Regarding compatibility with the Comprehensive Plan: The Planning Commission found that according to the Comprehensive Plan and associated land use map, the petitioned area lies within the Growth Area (GA) Land Use Category. This category designates areas outside incorporated areas that are suitable and desirable for future planned growth. The Planning Commission found that the proposed rezoning of the petitioned area from A-1 Agricultural District to C-2 General Commercial District is compatible with the Comprehensive Plan and in keeping with its goals and objectives.

IV. PLANNING COMMISSION RECOMMENDATION

- A. In consideration of its findings and testimony provided to the Commission, the Planning Commission concluded that there was a mistake in the existing zoning of the petitioned area. The Commission found that the 1992 comprehensive rezoning from B-2 General Business District to A-1 Agricultural District created an unsuitable lot for agricultural uses. The Planning Commission acknowledged that the petitioned area was not considered as part of the 2009 comprehensive rezoning as it was annexed into the Town of Snow Hill at the time. Based upon its review, the Planning Commission concluded that the C-2 zoning would be more desirable in terms of the Comprehensive Plan and gave a favorable recommendation to Rezoning Case No. 444, seeking a rezoning of the petitioned area from A-1 Agricultural District to C-2 General Commercial District. In addition, the Planning Commission recommended that the adjoining Parcel 89 also be included for rezoning to C-2 General Commercial District.

V. RELATED MATERIALS AND ATTACHMENTS

- A. Exhibit 1
- B. Exhibit 2

LAW OFFICES

CURTIS H. BOOTH
 BRYNJA MCDIVITT BOOTH
 HUGH CROPPER IV
 THOMAS C. MARRINER*
 ELIZABETH ANN EVINS
 LYNDESEY J. RYAN

*ADMITTED IN MD & DC

**BOOTH BOOTH
 CROPPER & MARRINER P.C.**

9923 STEPHEN DECATUR HIGHWAY, #D-2
 OCEAN CITY, MARYLAND 21842
 (410) 213-2681
 EMAIL: hcropper@bbcmlaw.com

EASTON OFFICE
 130 NORTH WASHINGTON ST.
 EASTON, MD 21601
 (410) 822-2929
 FAX (410) 820-6586

WEBSITE
 www.bbcmlaw.com

January 30, 2019

Ms. Jennifer K. Keener
 Zoning Administrator
 Worcester County Department of
 Development, Review & Permitting
 One West Market Street, Room 1201
 Snow Hill, Maryland 21863

Dear Jennifer:

I represent Matthew J. Odachowski and Denise Odachowski, his wife, owners of several parcels on the west side of Market Street, currently in the town limits of Snow Hill. The properties are designated on Worcester County Tax Map 63, Parcels 88, 183, 5, 90, and 25, and comprise approximately 305.06 acres.

I also represent the Powell Family and Holland Family, owners of several parcels on the east side of Market Street.

These property owners have proposed a de-annexation of their property out of the Town of Snow Hill limits. Preliminarily, the Town of Snow Hill has agreed to de-annex these properties. The Town of Snow Hill is represented by Kevin Karpinski, and he is working on a proposed Charter Amendment for the Town of Snow Hill.

These properties were originally zoned agricultural (for the most part) by Worcester County. At the time they were annexed, they were brought into the Town of Snow Hill in a residential zone.

As you know, the law with respect to annexation states that if a property is rezoned as a result of an annexation within five years, it requires the concurrence of the County Commissioners. In this case, the Worcester County Commissioners did agree to the reclassification of these properties from agricultural to residential as part of the annexation process.

January 30, 2019
Page Two

Many of the properties appear as a Growth Area in the Worcester County Comprehensive Land Use Map.

The Odachowski Family would like to retain the residential zoning when the properties are de-annexed. I think this is appropriate, since the Worcester County Commissioners voted affirmatively (and unanimously, if I remember correctly) to agree to the residential zoning.

The purpose of this letter is two-fold. First, I wanted to give you a heads up with respect to the de-annexation process. I do not have anything right now, except the affirmative vote of the Town of Snow Hill. As soon as I see any draft documents, I will forward them to you and Maureen Howarth for further review and comment. Second, I would like to address the residential zoning issue, sooner as opposed to later. It seems to be clear that the properties should come back to Worcester County in a residential zone, because the Worcester County Commissioners voted affirmatively to agree to the rezoning of these properties. If there is some disagreement, I need to know that now, because that may impact my clients' decision to cooperate with the de-annexation.

Thank you, and have a great day.

Very truly yours,

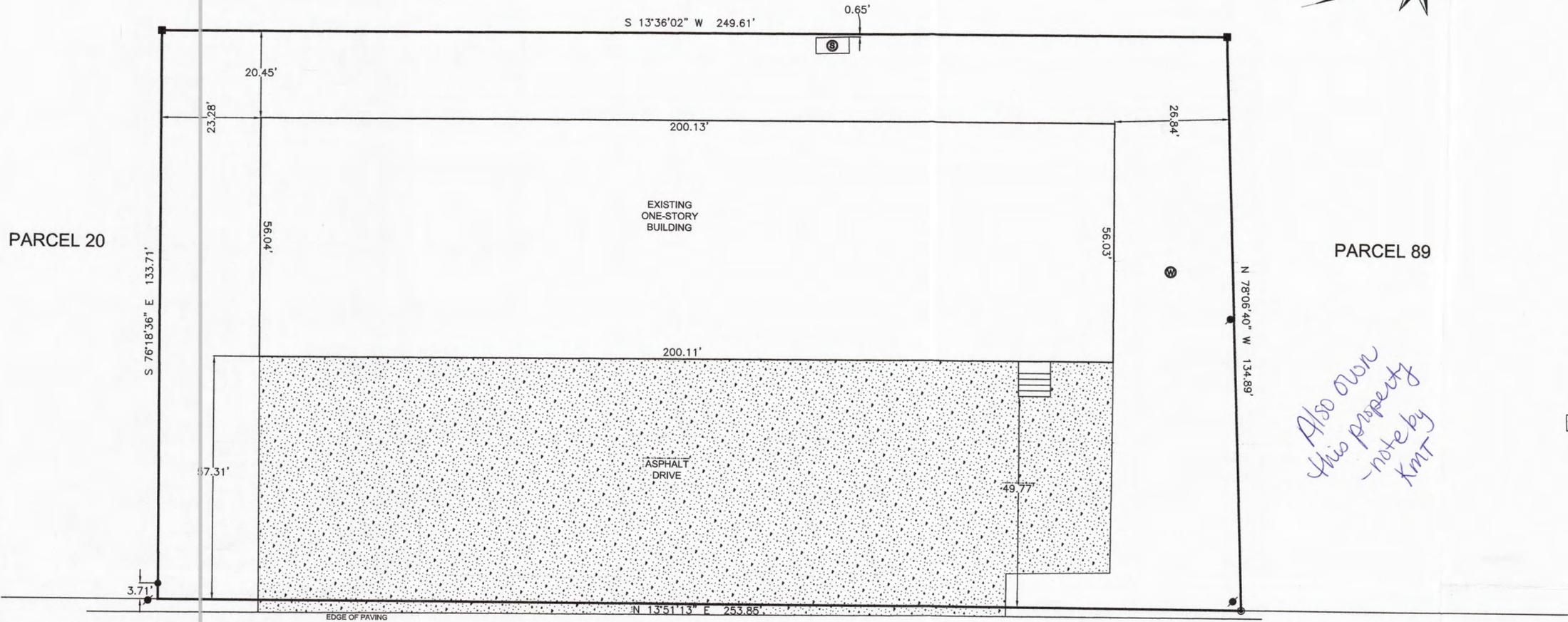


Hugh Cropper IV

HC/tgb

CC: Maureen F.L. Howarth, Esquire
Ed Tudor
Phyllis Wimbrow
Harold Higgins
Kelly Shannanhan
Matthew J. Odachowski
Annette Powell
James Holland

PARCEL 20



*Also own
this property
- note by
KMT*

LEGEND

- These standard symbols will be found in the drawing.
- FOUND CONCRETE MONUMENT
 - FOUND IRON ROD
 - ⊙ IRON ROD TO BE SET
 - ⦿ UTILITY POLE
 - ⊕ WELL
 - Ⓢ SEPTIC TANK

MARYLAND ROUTE 394
(40' R.O.W. - MINOR COLLECTOR)

**BOUNDARY SURVEY
WITH
LOCATION OF IMPROVEMENTS**

NO. 4432
LANDS OF BLACK WATER RELICS, LLC
SECOND TAX DISTRICT
WORCESTER COUNTY, MARYLAND
TAX MAP 63, P/O PARCEL 106
LOT AREA = 33,798 SQ. FT.± (AS COMPUTED)
CURRENTLY ZONED: A-1
FLOOD ZONE X
DEED REFERENCE: 8534/184

I CERTIFY THE BOUNDARY SURVEY WITH LOCATION OF IMPROVEMENTS AS SHOWN HEREON IS A TRUE REPRESENTATION OF THE EXISTING VISIBLE IMPROVEMENTS AT THE DATE OF THIS SURVEY. NO TITLE SEARCH PROVIDED OR STIPULATED.

PROFESSIONAL CERTIFICATION
I HEREBY CERTIFY THAT THESE DOCUMENTS WERE PREPARED BY ME OR UNDER MY RESPONSIBLE CHARGE, AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MARYLAND LICENSE NO. 21523, EXPIRATION DATE 07-13-2023.



**GREGORY P. WILKINS
SURVEYOR, INC.**
12626 OLD BRIDGE ROAD
OCEAN CITY, MD 21842
(410)213-0222

SCALE:	1" = 20'	DATE:	06/27/2023
DRAWN BY:	GPW8	JOB NO.:	9030

STAFF REPORT**REZONING CASE NO. 444**

PROPERTY OWNER: Black Water Relics LLC
537 Old Westminster Toad
Hanover, MD 17331

ATTORNEY: Hugh Cropper, IV
9927 Stephen Decatur Highway, F-12
Ocean City, Maryland 21842

TAX MAP/PARCEL INFO: Tax Map 63, Parcel 106, Tax District 02

SIZE: The petitioned area is Approximately 0.78 acres in size.

LOCATION: 4432 Market St Snow Hill, MD (Approximately 0.25 Miles north of Moat Rd)

CURRENT USE OF PETITIONED AREA: The property is currently improved with an 11,200 square foot storage warehouse with a concrete pad. Historically the structure is thought to have been an agricultural storage building. Most recently a stop work order was placed on the building for work not being done with a permit. We also believe that the building is being used on weekends as an indoor yard sale, which is not allowed under its current zoning. This use was confirmed in the applicants' reason for rezoning.

CURRENT ZONING CLASSIFICATION: A-1 Agricultural District.

As defined in the Zoning Code, the intent of this district is to preserve, encourage and protect the County's farms and forestry operations and their economic productivity and to ensure that agricultural and forestry enterprises will continue to have the necessary flexibility to adjust their production as economic conditions change. The Code also states, in part, that this district is also intended to protect the land base resources for the County's agricultural and forestry industries from the disruptive effects of major subdivision or nonagricultural commercialization.

REQUESTED ZONING CLASSIFICATION: C-2 General Commercial District.

As defined in the Zoning Code, the intent of this district is to provide for more intense commercial development serving populations of three thousand or more within an approximate ten- to twenty-minute travel time. These commercial centers generally have higher parking demand and greater visibility. The Code also states, in part, that site layout and design features within this district shall be compatible with the community and the County's character.

APPLICANT'S BASIS FOR REZONING: The application indicates that a mistake was made in zoning the property A-1 on November 3, 2009.

ZONING HISTORY: At the time zoning was first established in 1964, the petitioned area was given a B-2 General Business District classification, and the B-2 zoning was retained in comprehensive rezoning held in 1978. In the 1992 rezoning the property was given a zoning of A-1 Agricultural District. In 2006 the property was annexed by the Town of Snow Hill as part of the Summerfield Annexation and remained in the town until 2019. When this property was de-annexation in 2019 it went back to the same zoning classification as which it left. This property was not rezoned in the 2009 rezoning because it was part of the Town of Snow Hill. Attached are the memos which discuss this topic in more detail.

SURROUNDING ZONING: Adjoining properties on the East side of Market St are zoned A-1 Agricultural District. Properties on the West side of Market St are zoned R-1 Rural Residential District and 1,300 ft to the South is zoned R-2 Suburban Residential District. The Town of Snow Hill is approximately 3,700 feet to the North.

COMPREHENSIVE PLAN:

The County’s Comprehensive Plan was adopted by the County Commissioners on March 7, 2006, and is intended to be a general guide for future development in the County. Whether a proposed rezoning is compatible with the recommendations of the Comprehensive Plan is one of the criteria that is considered in all rezoning requests, as listed in § ZS 1-113(c)(3) and as summarized at the end of this Staff Report.

According to Chapter 2 – Land Use of the Comprehensive Plan and the associated land use map, the petitioned area lies within the Growth Area (GA) Land Use Category. With regard to the Growth Area Land Use Category, the Comprehensive Plan states the following:

“This category designates areas outside incorporated areas that are suitable and desirable for future planned growth.” (Page 14)

Pertinent objectives cited in Chapter 2 – Land Use state the following:

2. Continue the dominance of agriculture and forestry uses throughout the county’s less developed regions.
3. Maintain the character of the county’s existing population centers.
4. Provide for appropriate residential, commercial, institutional, and industrial uses.
9. Minimize conflicts among land uses due to noise, smoke, dust, odors, lighting, and heavy traffic.
10. Locate employment centers close to the potential labor force.
15. Balance the supply of commercially zoned land with anticipated demand of year-round residents and seasonal visitors.
19. Limit rural development to uses compatible with agriculture and forestry.

(Pages 12 & 13)

In Chapter 4, Economy, pertinent objectives under the heading Commercial Services state the following:

1. Locate commercial and service centers in major communities; existing towns should serve as commercial and service centers.
2. Provide for suitable locations for commercial centers able to meet the retailing and services needs of population centers.
3. Encourage mixed-use commercial, office and residential development.
4. Bring into balance the amount of zoned commercial locations with the anticipated need, with sufficient surplus to prevent undue land price escalation.
5. Locate commercial uses so they have arterial roadway access and are designed to be visually and functionally integrated into the community.

(Page 60)

WATER AND WASTEWATER: According to the attached response memo from Mr. Mitchell, the property is not currently connected to public sewer and/or water at this time. The subject property has a designation of a Sewer and Water Service Category of S-1/W-1 (Immediate to 2 years) in the Master Water and Sewerage Plan. Mr. Mitchell's well and septic records indicate a septic tank serves the existing building for the property with a very old driven well. A survey would be needed to confirm if the septic system were on the property and the well will need to be replaced for any future uses. The property was included in the proposed Summerfield development area that was not built. It has been annexed and de-annexed by the Town of Snow Hill. There are no current plans we are aware of that would re-annex this property back into the corporate boundaries of Snow Hill which would provide eligibility to connect to public water and sewer.

The primary soil types on the petitioned area according to the Worcester County Soil Survey are as follows:

FmB - Fort Mott loamy sand (56.1% of site), moderate limitations to on-site wastewater disposal
 HbB - Hambrook sandy loam (35.7% of site), severe limitations to on-site wastewater disposal
 SadA - Sassafras sandy loam (8.2% of site), severe limitations to on-site wastewater disposal

EMERGENCY SERVICES: Fire and ambulance service will be available from the Snow Hill Volunteer Fire Company approximately four minutes from the subject property. No comments were received from the fire companies with regard to this review. Police protection will be available from the Maryland State Police Barracks in Berlin, approximately twenty-four minutes away, and the Worcester County Sheriff's Office in Snow Hill, approximately four minutes away. No comments were received from the Maryland State Police Barracks or from the Sheriff's Office.

ROADWAYS AND TRANSPORTATION: The petitioned area has frontage on US Business Route 113 (West Market Street), a State-owned and maintained road. It is considered a two-lane secondary highway. This location is 3,200 feet south of Coulbourne Lane. The Maryland Department of Transportation State Highway Administration (MDOT SHA) has no objection to the request. They note in their comments that any future development proposal will require review and approval from District 1 Access Management and any permitting as needed. As this parcel is not located on a county owned and maintained road, no comments were received from the County Roads Division of the Department of Public Works.

SCHOOLS: The petitioned area is within Zone 4 of the Worcester County Public School Zones and is served by the following schools: Snow Hill Elementary, Middle and High Schools. No comments were received from the Worcester County Board of Education (WCBOE).

CHESAPEAKE/ATLANTIC COASTAL BAYS CRITICAL AREAS: Mr. Mitchell also notes in his memorandum that the petitioned area is located outside of the Chesapeake Bay Critical Area (CBCA). This property is not subject to the Forest Conservation Law, Per NR 1-403(a), as the property is less than 40,000 square feet in size. No comments were received from the State Critical Area Commission relative to this request.

FLOOD ZONE: The FIRM map (24047C0242H, effective July 16, 2015) indicates that this property is located outside of the floodplain in Zone X (Area of Minimal Flood Hazard).

PRIORITY FUNDING AREAS: The petitioned area is not within a designated Priority Funding Area (PFA). The closest PFA is Snow Hill (including several parcels that were subject to the de-annexation of the Summerfield development that was never built) about 1,000 feet away

INCORPORATED TOWNS: This property is within 3,500 feet of the incorporated town of Snow Hill.

ADDITIONAL COMMENTS RECEIVED: N/A



Worcester County Commissioners
Worcester County Government Center
One W. Market Street, Room 1103
Snow Hill, Maryland 21863

APPLICATION FOR AMENDMENT OF THE OFFICIAL ZONING MAP

(For Office Use Only – Please Do Not Write in this Space)

Rezoning Case No. 444

Date Received by Office of the County Commissioners 5/25/23

Date Received by Development Review and Permitting _____

Date Reviewed by the Planning Commission _____

I. Application: Proposals for amendments to the Official Zoning Maps may be made only by the property owner, contract purchaser, option holder, lease, or their attorney or agent of the property to be directly affected by the proposed amendment. Check applicable status below:

- A. Governmental Agency: _____
- B. Property Owner: _____
- C. Contract Purchaser: _____
- D. Option Holder: _____
- E. Leasee: _____
- F. Attorney for X (insert A, B, C, D or E) B
- G. Agent for _____ (insert A, B, C, D or E) _____

II. Legal Description of Property

- A. Tax Map/Zoning Map Number(s): 63
- B. Parcel Number(s): 106
- C. Lot Number(s), if applicable: N/A
- D. Tax District Number: 02

III. Physical Description of Property

- A. Located on east side of Market Street, approximately ±1300 feet (0.25 miles) to the north side of Moat Road.
- B. Consisting of a total of 0.78 acres of land.
- C. Other descriptive physical features or characteristics necessary to accurately locate the petitioned area: currently improved by an 11,200 square foot structure as a storage warehouse with a concrete pad. The property is surrounded by farmland.
- D. Petitions for map amendments shall be accompanied by a plat drawn to scale showing property lines, the existing and proposed district boundaries and other such information as the Planning Commission may need in order to locate and plot the amendment on the Official Zoning Maps.

IV. Requested Change to Zoning Classification(s)

- A. Existing zoning classification(s): A-1, Agricultural District
(name and zoning district)
- B. Acreage of zoning classification(s) in “A” above: 0.78
- C. Requested zoning classification(s): C-2, General Commercial District
(name and zoning district)
- D. Acreage of zoning classification(s) in “C” above: 0.78

V. Reasons for Requested Change

The County Commissioners may grant a map amendment based upon a finding that there: (a) has been a substantial change in the character of the neighborhood where the property is located since the last zoning of the property, or (b) is a mistake in the existing zoning classification and a change in zoning would be more desirable in terms of the objectives of the Comprehensive Plan.

- A. Please list reasons or other information as to why the zoning change is requested, including whether the request is based upon a claim of change in the character of the neighborhood or a mistake in existing zoning:

This rezoning is based upon a mistake in the original November 3, 2009, Comprehensive Rezoning, per the attached.

VI. Filing Information and Required Signatures

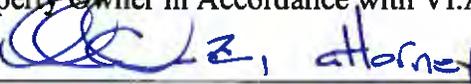
A. Every application shall contain the following information:

1. If the application is made by a person other than the property owner, the application shall be co-signed by the property owner or the property owner's attorney.
2. If the applicant is a corporation, the names and mailing addresses for the officers, directors and all stockholders owning more than 20 percent of the capital stock of the corporation.
3. If the applicant is a partnership, whether a general or limited partnership, the names and mailing addresses of all partners who own more than 20 percent of the interest in the partnership.
4. If the applicant is an individual, his/her name and mailing address.
5. If the applicant is a joint venture, unincorporated association, real estate investment trust or other business trust, the names and mailing addresses of all persons holding an interest of more than 20 percent in the joint venture, unincorporated association, real estate investment trust or other business trust.

B. Signature of Applicants in Accordance with VI.A. above.

Signature(s): 
 Printed Name(s): Hugh Cropper IV and Kristina L. Watkowski
 Mailing Address: 9927 Stephen Decatur Hwy, F-12, Ocean City, MD 21842
 Phone Number: 410-213-2681 Email: hcropper@bbcmlaw.com
 Date: May 24, 2023

C. Signature of Property Owner in Accordance with VI.A. above.

Signature(s): 
 Printed Name(s): Black Water Relics LLC
 Mailing Address: 537 Old Westminster Road, Hanover, Maryland 17331
 Phone Number: 410-259-3652 Email: akelly537@gmail.com
 Date: May 24, 2023

D. Signature of Attorney in Accordance with VI.A. above.

Signature(s): 
 Printed Name(s): Hugh Cropper IV and Kristina L. Watkowski
 Mailing Address: 9927 Stephen Decatur Hwy, F-12, Ocean City, MD 21842
 Phone Number: 410-213-2681 Email: hcropper@bbcmlaw.com
 Date: May 24, 2023

(Please use additional pages and attach to the application if more space is required.)

VII. General Information Relating to the Rezoning Process

- A. Applications shall only be accepted from January 1st to January 31st, May 1st to May 31st, and September 1st to September 30th of any calendar year.
- B. Applications for Map Amendments shall be addressed to and filed with the Office of the County Commissioners. The required filing fee must accompany the application.
- C. Any officially filed amendment or other change shall first be referred by the County Commissioners to the Planning Commission for an investigation and recommendation. The Planning Commission may make such investigations as it deems appropriate or necessary and for the purpose may require the submission of pertinent information by any person concerned and may hold such public hearings as are appropriate in its judgment.

The Planning Commission shall formulate its recommendation on said amendment or change and shall submit its recommendation and pertinent supporting information to the County Commissioners within 90 days after the Planning Commission's decision of recommendation, unless an extension of time is granted by the County Commissioners.

After receiving the recommendation of the Planning Commission concerning any such amendment, and before adopting or denying same, the County Commissioners shall hold a public hearing in reference thereto in order that parties of interest and citizens shall have an opportunity to be heard. The County Commissioners shall give public notice of such hearing.

- D. Where the purpose and effect of the proposed amendment is to change the zoning classification of property, the County Commissioners shall make findings of fact in each specific case, including but not limited to the following matters: population change; availability of public facilities; present and future transportation patterns; compatibility with existing and proposed development and existing environmental conditions for the area including having no adverse impact on waters included on the State's Impaired Waters List or having an established total maximum daily load requirement; the recommendation of the Planning Commission; and compatibility with the County's Comprehensive Plan. The County Commissioners may grant the map amendment based upon a finding that (a) there was a substantial change in the character of the neighborhood where the property is located since the last zoning of the property or (b) there is a mistake in the existing zoning classification and a change in zoning would be more desirable in terms of the objectives of the Comprehensive Plan.

The fact that an application for a map amendment complies with all of the specific requirements and purposes set forth above shall not be deemed to create a presumption that the proposed reclassification and resulting development would in fact be compatible with the surrounding land uses and is not, in itself, sufficient to require the granting of the application.

- E. No application for a map amendment shall be accepted for filing by the office of the County Commissioners if the application is for the reclassification of the whole or any part of the land for which the County Commissioners have denied reclassification within the previous 12 months as measured from the date of the County Commissioners' vote of denial. However, the County Commissioners may grant reasonable continuance for good cause or may allow the applicant to withdraw an application for map amendment at any time, provided that if the request for withdrawal is made after publication of notice of public hearing, no application for reclassification of all or any part of the land which is the subject of the application shall be allowed within 12 months following the date of such withdrawal, unless the County Commissioners specify by formal resolution that the time limitation shall not apply.

REZONING FINDINGS OF FACT FORM

Applicant shall provide information with regard to the following items:

- A. Is the request for rezoning based upon a claim that there has been a change in the character of the neighborhood where the property is located since the last zoning of the property or upon a claim that there is a mistake in the existing zoning and that a change in zoning would be more desirable in terms of the objectives of the Comprehensive Plan.

The request for the rezoning is based upon a mistake in the existing zoning.

- B. What is the definition of the neighborhood in which the subject property is located, as determined by the applicant.

In terms of the neighborhood, the property is located on the east side of Market Street just outside of the Town of Snow Hill. To the west are properties zoned R-1, Rural Residential. To the north, east and south are large parcels of farmland zoned A-1, Agricultural. The Snow Hill municipality is less than a mile north on Market Street. The subject property, as well as the R-1 zoned parcels across the street, were once annexed into the Town of Snow Hill. The properties were subsequently de-annexed. Less than a mile to the north there are various commercial properties zoned B-2, General Commercial, by the Town of Snow Hill. These properties include a medical office building, governmental offices, a convenience store, and a gas station.

- C. Findings of Fact as to Section 1-113(c)(3) of the Zoning Code:

1. Relating to population change: A rezoning from A-1, Agricultural District, to C-2, General Commercial District, of the property less than 1 acre by itself is not expected to change the year-round population in the surrounding community.
2. Relating to the availability of public facilities: A rezoning of the property from A-1, Agricultural District to C-2, General Commercial District will not limit or affect the availability of public facilities.
3. Relating to present and future transportation patterns: It is anticipated that a rezoning of the property from A-1, Agricultural District, to C-2, General Commercial District, will not adversely impact present or future transportation patterns. Market Street has been an outlet to Route 113 that serves the population and community well as it currently exists.

4. Relating to the compatibility with existing and proposed development and existing environmental conditions for the area: A rezoning of the property from A-1, Agricultural District, to C-2, General Commercial District, will be compatible with the existing development, as well as the environmental conditions. Whether Agricultural, Residential, or Commercial, the surrounding community would not be adversely affected either way.

5. Relating to compatibility with the Comprehensive Plan: A rezoning of the property from A-1, Agricultural District, to C-2, General Commercial District, is compatible with the Comprehensive Plan. The rezoning allows the property to contribute to the expansion of the local economy with respect to employment, business and tourism. The rezoning would do so without compromising the county's rural character and its sustainability. A commercial use on this property has close access to an arterial roadway and could be designed to be visually and functionally integrated into the community. The Comprehensive Plan acknowledges that activities like antiquing broaden the county's allure with respect to the tourism industry.

Attachment in Support of Rezoning Application

This is a request to rezone Worcester County Tax Map 63, Parcel 106, 0.78 acres, from A-1, Agricultural District to C-2, General Commercial District, based upon a mistake in the November 3, 2009, Comprehensive Rezoning.

The property is located on the east side of Market Street just outside of the Town of Snow Hill. To the west are properties zoned R-1, Rural Residential District. To the north, east and south are large parcels of farmland zoned A-1, Agricultural District. The Snow Hill municipality is less than a mile north on Market Street.

The property is currently improved with an 11,200 square foot storage warehouse with a concrete pad. Historically the structure is thought to have been built as a potato storage building. At some point the property was believed to have been an icehouse for distribution, a grocery outlet, a t-shirt factory, and even a storage for airplane parts. Most recently the property was used as an “indoor yard sale” location on weekends. According to SDAT, the property is assessed as Commercial.

Considering the size of the parcel, 0.78 acres, it is not suitable for the A-1, Agricultural District. Many of the permitted principal uses and structures enumerated in the Code under A-1, Agricultural District have lot requirements that far exceed the 0.78 acres of this parcel. It is not suitable for agriculture, poultry operations, or aquaculture as the lot does not meet the minimum requirements of five (5) acres. Also, the property does not meet the 40,000 square foot minimum requirement for a single-family dwelling, or manufactured home.

The subject property, as well as the R-1, Rural Residential zoned parcels across the street, were once annexed into the Town of Snow Hill. The properties were subsequently de-annexed. Less than a mile to the north there are various commercial properties zoned B-2, General Commercial, by the Town of Snow Hill. These properties include a medical office building, governmental offices, a convenience store, and a gas station.

The Comprehensive Plan recognizes Snow Hill's transition from "Main Street" to an antiquing center with restaurants and other services. As C-2, General Commercial District, this small property would enhance the community, while being consistent with the Plan. The Land Use Plan Map indicates this property is located within a designated Growth Area in Worcester County.

Due to the small size of the parcel, less than 1 acre, and the fact that the existing structure of approximately 11,200 square feet with a history of commercial use, the property is more suited as C-2, General Commercial District. Improvements to the property and its use would be compatible with the community and the County's character. An antique shop, or other small retail, would blend visually into the surrounding community. Market Street is a common ingress and egress out of town; thus, a commercial use offers convenience to the surrounding community. Again, given the size of the parcel and the existing structure, a retail store such as an antique shop really would be the best use of this property and would require C-2, General Commercial zoning.

The rezoning of the property to C-2, General Commercial District, would be consistent with the Land Use Plan Map, as well as the written Comprehensive Plan. The property owner and applicant respectfully request the rezoning be granted.

Respectfully submitted,


Kristina L. Watkowski, Attorney for Owners
Black Water Relics, LLC

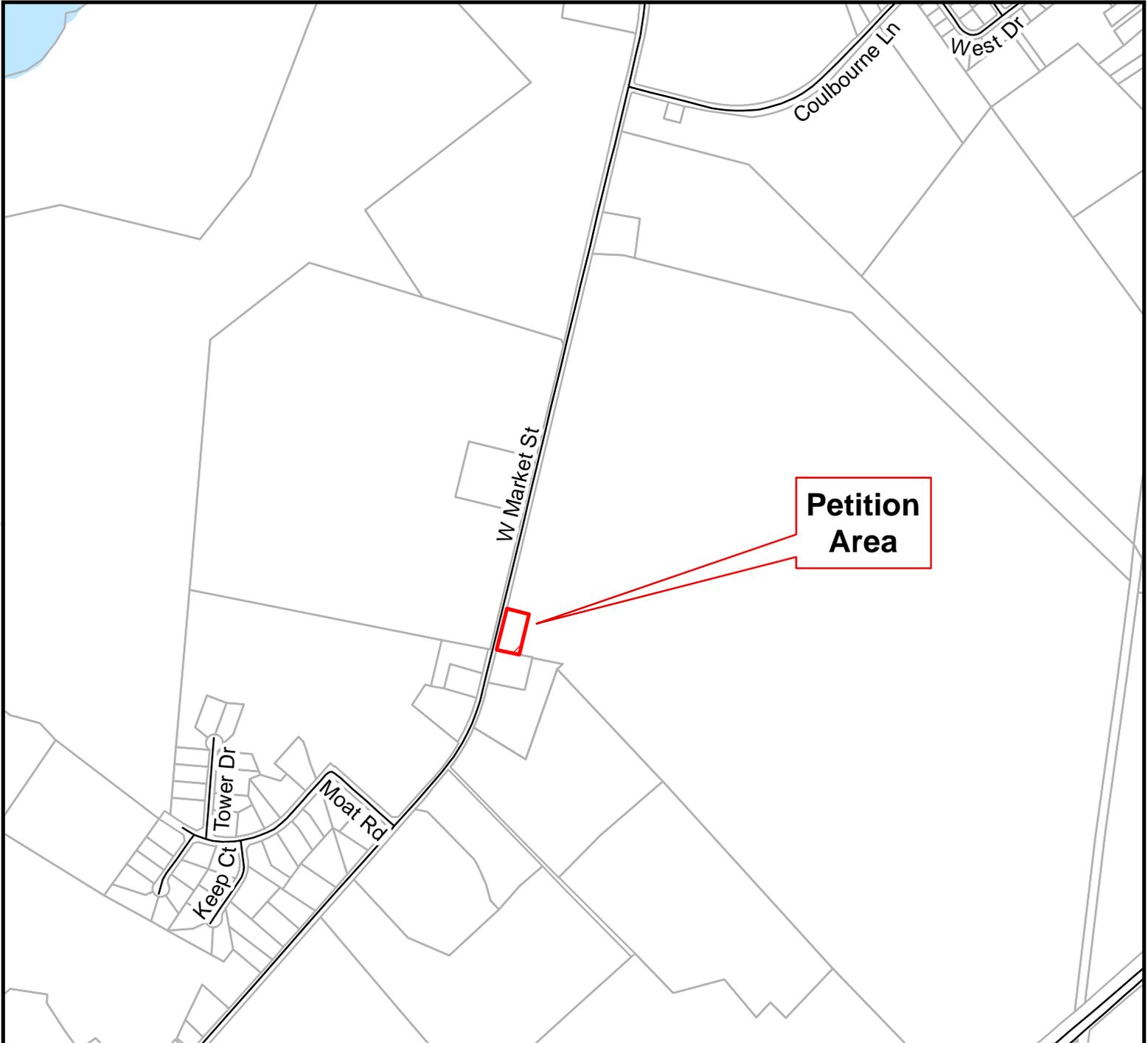
WORCESTER COUNTY, MARYLAND



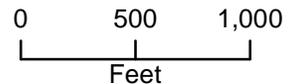
REZONING CASE NO. 444
A-1 Agricultural to C-2 General Commercial
Tax Map: 63, Parcel 106



LOCATION MAP



DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING
Technical Services Division - Prepared June 2023



Source: GIS Data Layers
This map is intended to be used for illustrative purposes only and is not to be used for regulatory action.

Drawn By: KLH Reviewed By: ML

WORCESTER COUNTY, MARYLAND



REZONING CASE NO. 444
A-1 Agricultural to C-2 General Commercial
Tax Map: 63, Parcel 106



AERIAL IMAGERY



**Petition
Area**

W Market St

DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING
Technical Services Division - Prepared June 2023



Source: 2022 Aerial Imagery
This map is intended to be used for illustrative purposes only and is not to be used for regulatory action.

Drawn By: KLH Reviewed By: ML

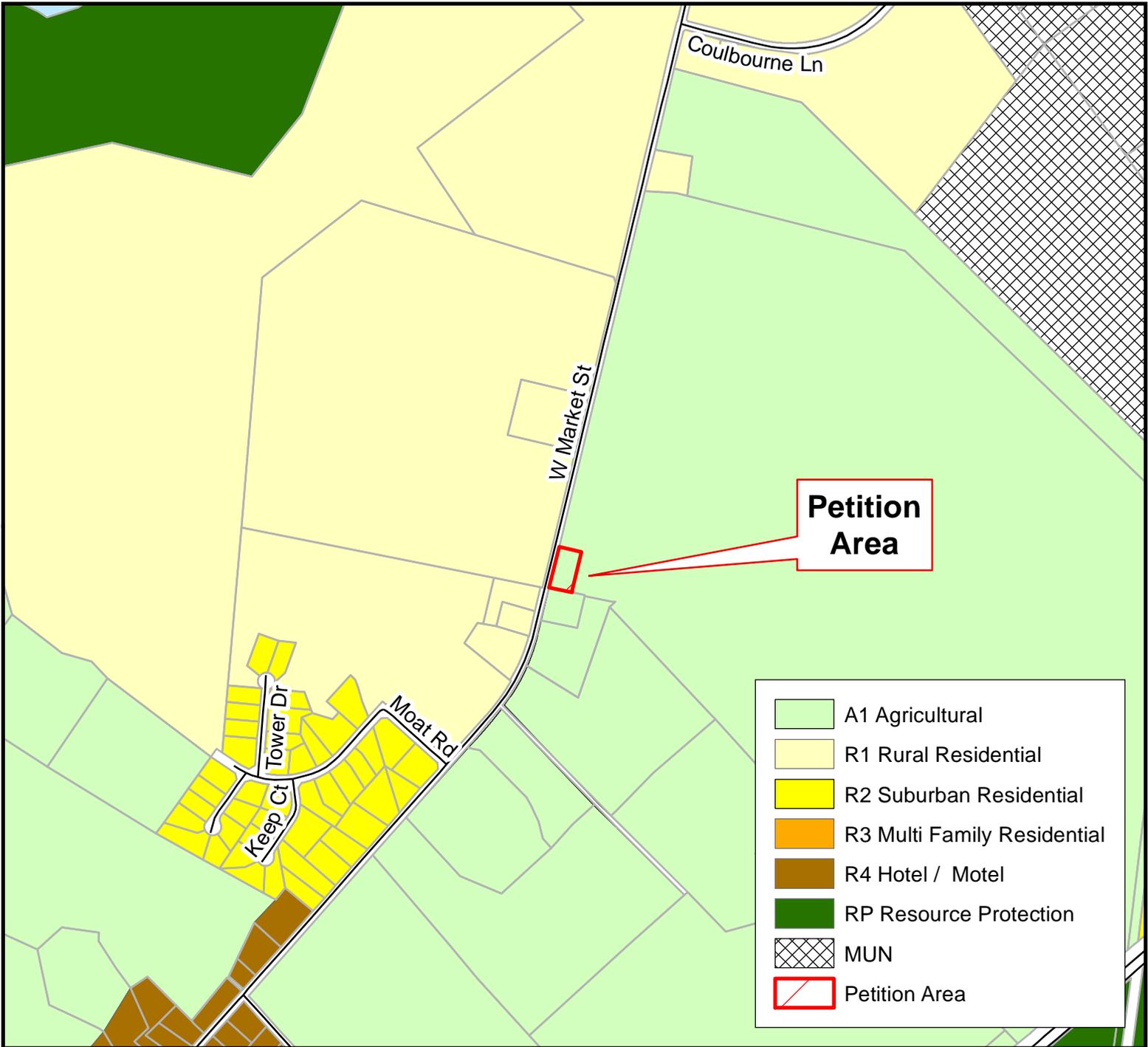
WORCESTER COUNTY, MARYLAND



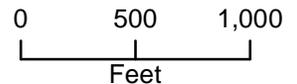
REZONING CASE NO. 444
A-1 Agricultural to C-2 General Commercial
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ZONING MAP



DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING
Technical Services Division - Prepared June 2023



Source: 2009 Official Zoning Map
This map is intended to be used for illustrative purposes only and is not to be used for regulatory action.

Drawn By: KLH Reviewed By: ML

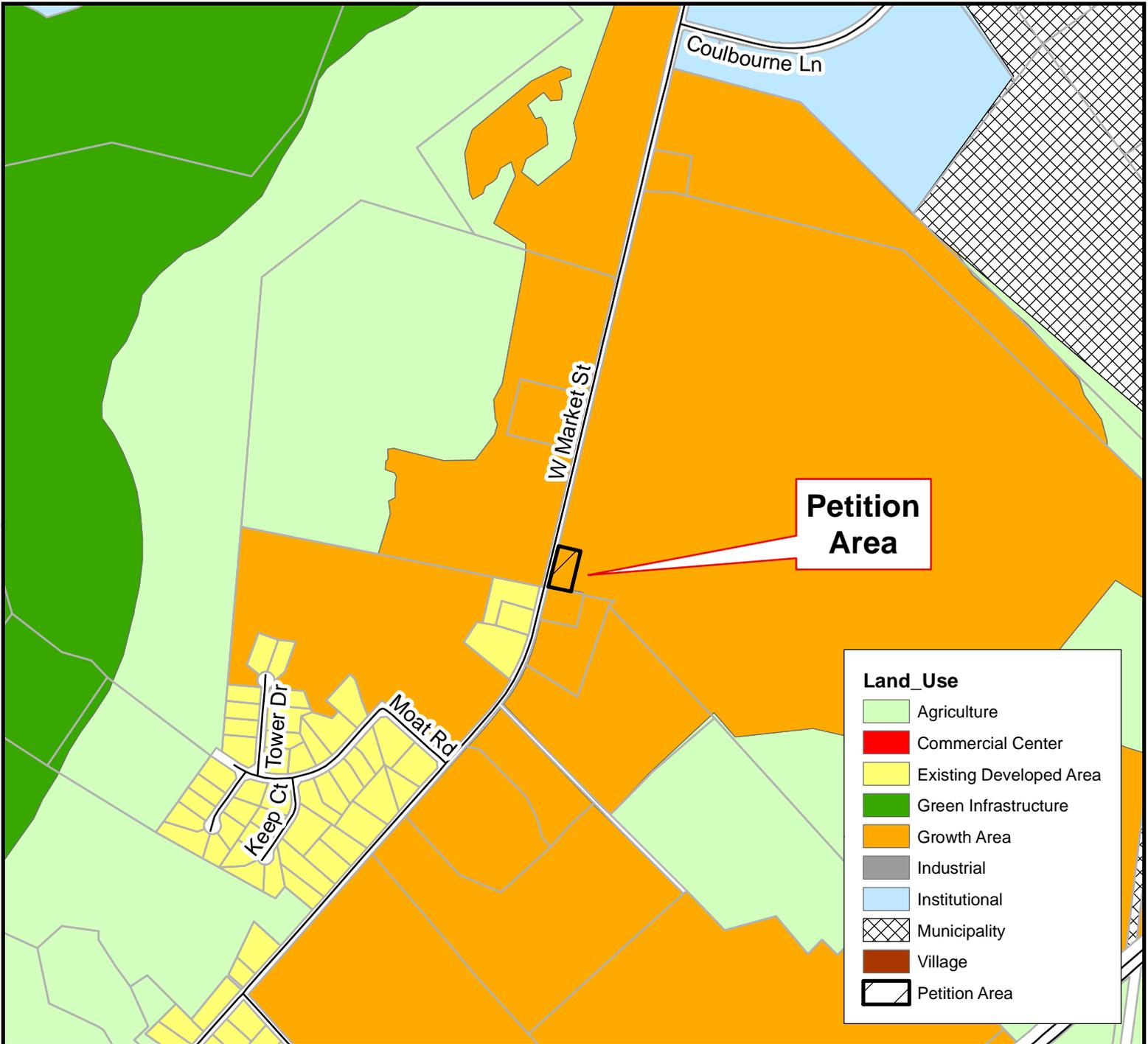
WORCESTER COUNTY, MARYLAND



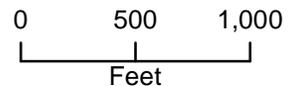
REZONING CASE NO. 444
A-1 Agricultural to C-2 General Commercial
Tax Map: 63, Parcel 106



LAND USE MAP



DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING
Technical Services Division - Prepared June 2023



Source: 2006 Land Use Map
This map is intended to be used for illustrative purposes only and is not to be used for regulatory action.

Drawn By: KLH Reviewed By: ML

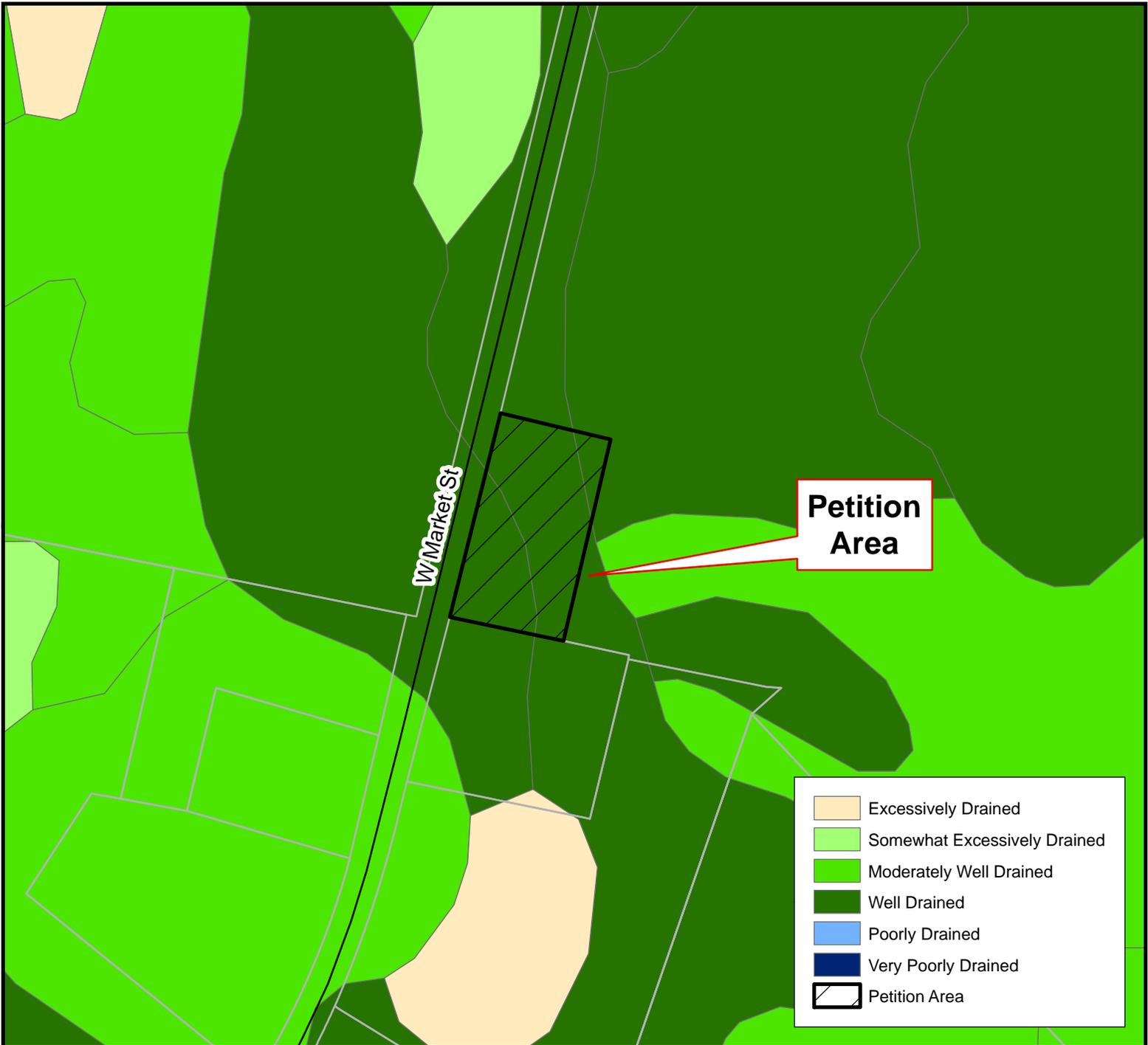
WORCESTER COUNTY, MARYLAND



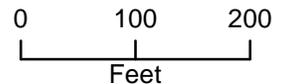
REZONING CASE NO. 444
A-1 Agricultural to C-2 General Commercial
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SOILS MAP



DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING
Technical Services Division - Prepared June 2023



Source: 2007 Soil Survey
This map is intended to be used for illustrative purposes only and is not to be used for regulatory action.

Drawn By: KLH Reviewed By: ML

WORCESTER COUNTY, MARYLAND



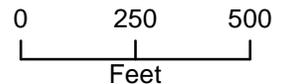
REZONING CASE NO. 444
A-1 Agricultural to C-2 General Commercial
Tax Map: 63, Parcel 106



HYDRIC SOILS MAP



DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING
Technical Services Division - Prepared June 2023



Source: 2007 Soil Survey
This map is intended to be used for illustrative purposes only and is not to be used for regulatory action.

Drawn By: KLH Reviewed By: ML

Soil Map—Worcester County, Maryland



Soil Map may not be valid at this scale.

Map Scale: 1:498 if printed on A portrait (8.5" x 11") sheet.



Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 18N WGS84



MAP LEGEND

Area of Interest (AOI)

 Area of Interest (AOI)

Soils

 Soil Map Unit Polygons

 Soil Map Unit Lines

 Soil Map Unit Points

Special Point Features

-  Blowout
-  Borrow Pit
-  Clay Spot
-  Closed Depression
-  Gravel Pit
-  Gravelly Spot
-  Landfill
-  Lava Flow
-  Marsh or swamp
-  Mine or Quarry
-  Miscellaneous Water
-  Perennial Water
-  Rock Outcrop
-  Saline Spot
-  Sandy Spot
-  Severely Eroded Spot
-  Sinkhole
-  Slide or Slip
-  Sodic Spot

-  Spoil Area
-  Stony Spot
-  Very Stony Spot
-  Wet Spot
-  Other
-  Special Line Features

Water Features

 Streams and Canals

Transportation

-  Rails
-  Interstate Highways
-  US Routes
-  Major Roads
-  Local Roads

Background

 Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:12,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
 Web Soil Survey URL:
 Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Worcester County, Maryland
 Survey Area Data: Version 20, Sep 14, 2022

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: May 30, 2022—Jul 4, 2022

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
FmB	Fort Mott loamy sand, 2 to 5 percent slopes	0.5	56.1%
HbB	Hambrook sandy loam, 2 to 5 percent slopes	0.3	35.7%
SadA	Sassafras sandy loam, 0 to 2 percent slopes, Northern Tidewater Area	0.1	8.2%
Totals for Area of Interest		0.9	100.0%



DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET, ROOM 1201
SNOW HILL, MARYLAND 21863
TEL: 410-632-1200 / FAX: 410-632-3008
www.co.worcester.md.us/drp/drpindex.htm

ZONING DIVISION
BUILDING DIVISION
DATA RESEARCH DIVISION

ADMINISTRATIVE DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICE DIVISION

February 13, 2019

Booth, Booth, Cropper & Marriner, P.C.
c/o Hugh Cropper, IV, Esquire
9923 Stephen Decatur Hwy, #D-2
Ocean City, MD 21842

Re: Town of Snow Hill de-annexation request for zoning classification

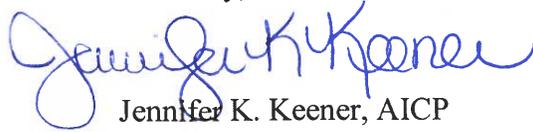
Dear Hugh:

I have reviewed your letter dated January 30, 2019 regarding the potential de-annexation of certain properties in the southerly portion of the town limits of Snow Hill. In discussion of this matter with Ed Tudor, Director, and Maureen Howarth, County Attorney, we are of the opinion that if there is a de-annexation of land, any property so included shall be received into the county with the county zoning designation that they had at the time of annexation.

As you should be aware, the properties were annexed prior to the most recent Comprehensive Rezoning and updated Zoning ordinance. Therefore, the applicable zoning designations are as shown on the official 1992 Zoning Maps (Map No. 63 and 71). Market Street is the boundary for the two main zoning classifications. Those properties on the easterly side of Market Street, including those owned by the Powell Family and the Holland Family, were zoned A-1 Agricultural District. Those properties on the westerly side of Market Street, including those now owned by Mr. and Mrs. Odachowski, were zoned R-1 Rural Residential District. In addition, there are small portions of land that were in the former C-1 Conservation District, which is the equivalent to the reclassified RP Resource Protection District, therefore those segments of land would be assigned to the RP District. I have attached copies of the 1992 zoning maps with the identified properties outlined and their associated zoning district for your reference.

While I appreciate your offer to forward any draft documents to me relative to the de-annexation process, these would best be addressed directly to my director, Ed Tudor. If you have any questions relative to this information or the attached zoning maps, please do not hesitate to contact me at (410) 632-1200, extension 1123.

Sincerely,



Jennifer K. Keener, AICP
Zoning Administrator

Enclosure

cc: Ed Tudor, Director
Phyllis Wimbrow, Deputy Director
Maureen Howarth, County Attorney
Harold Higgins, CAO
Kelly Shannahan, Asst. CAO
file



DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET, ROOM 1201
SNOW HILL, MARYLAND 21863
TEL: 410-632-1200 / FAX: 410-632-3008
www.co.worcester.md.us/drp/drpindex.htm

ZONING DIVISION
BUILDING DIVISION
DATA RESEARCH DIVISION

ADMINISTRATIVE DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICE DIVISION

MEMORANDUM

To: Harold Higgins, Chief Administrative Officer
From: Edward A. Tudor, Director, DRP *EAT*
Date: July 11, 2019
Re: Town of Snow Hill – Summerfield Deannexation, aka detachment

I am in receipt of the attached resolution of the Mayor and Council of Snow Hill whereby they have officially detached from the Town limits all of the lands that were annexed by the Town in the 2006 Summerfield Annexation. This action returns all the lands to the County’s jurisdiction for planning and zoning purposes, etc. I have confirmed with the County Attorney that these lands come back to the County’s jurisdiction in the same zoning categories in which they left. This is also consistent with the zoning of all the surrounding properties. I believe the Town will be taking future action to ask for revision to the County Water and Sewer Plan to remove their planned service for the detached area. No action is required by the County Commissioners at this time.

If you have any questions please let me know.

Attachment

cc: Maureen Howarth, County Attorney
Phyllis Wimbrow, Deputy Director
Jennifer Keener, Zoning Administrator
Bob Mitchell, Director, Department of Environmental Programs



MAYOR AND COUNCIL OF SNOW HILL

**RESOLUTION NO. 2019- 01
CHARTER AMENDMENT**

**FOR THE PURPOSE OF AMENDING THE DESCRIPTION OF THE CORPORATE
BOUNDARIES OF THE TOWN OF SNOW HILL BY DELETING §3(e)
TO DETACH CERTAIN PROPERTIES
FROM THE CORPORATE BOUNDARIES**

A RESOLUTION BY THE MAYOR AND COUNCIL OF SNOW HILL, a municipal corporation in the State of Maryland (hereinafter "the Town of Snow Hill"), which Resolution is adopted pursuant to the authority of Article XI-E of the Constitution of Maryland and Subtitle 3, Title 4 of the Local Government Article of the Annotated Code of Maryland for the purpose of amending §3 of the Charter of the Town of Snow Hill (hereinafter "the Town Charter").

WHEREAS, pursuant to Maryland Code Annotated, Local Government Article § 4-103(b)(3), the Council of the Town of Snow Hill (hereinafter "the Town Council") has been granted the authority to enact and adopt ordinances, resolutions or bylaws necessary to exercise the authority of the municipality; and

WHEREAS, the Town has received a request for deannexation, also known as detachment (hereinafter "detachment"), of certain parcels of property (hereinafter "the Detached Property," more particularly described below) lying within the property currently described within the Town's corporate boundaries by description set forth in §3(e) of the Town Charter, known as "the Summerfield Annexation;" and

WHEREAS, the Attorney General of Maryland has stated that Maryland municipalities are authorized by Article XIE of the Maryland Constitution to revise their boundaries in order to detach real property lying within municipal boundaries, See 72 Opinion of the Attorney General 200 (1987); 41 Opinion of the Attorney General 133; and

WHEREAS, neither Town water nor Town sewer services have been extended to the Detached Property; and

WHEREAS, the Town Council has determined that the passage of this Resolution will benefit the general welfare of the Town of Snow Hill;

WHEREAS, the Town Council gave at least twenty-one (21) days advance notice of the public hearing held on adoption of this Resolution and the amendment to the Charter contained herein;

NOW, THEREFORE, BE IT RESOLVED, by the Town Council, in regular session assembled:

SECTION I: That §3(e), be repealed and reenacted as follows (with the capitalized and underlined language inserted as amended language and the boldened and struck-through language deleted through this amendment):

~~On December 13, 2005, a resolution of the Mayor and Council of Snow Hill was passed which annexed a certain area of land situated contiguous to and binding upon the southerly corporate limits of the Town of Snow Hill. The effective date of the resolution is January 27, 2006. This land known as the "Summerfield Annexation" is described as follows: [Added 12-13-2005 by Res. No. 2005-5]~~

ON May 14, 2019, A RESOLUTION OF THE MAYOR AND COUNCIL OF SNOW HILL WAS PASSED WHICH DETACHED A CERTAIN AREA OF LAND SITUATED CONTIGUOUS TO AND BINDING UPON THE SOUTHERLY CORPORATE LIMITS OF THE TOWN OF SNOW HILL. THE EFFECTIVE DATE OF THE RESOLUTION IS May 14, 2019. THIS LAND KNOWN AS THE "SUMMERFIELD ANNEXATION" IS DESCRIBED AS FOLLOWS: [ADDED 12-13-2005 BY RES. NO. 2005-5; WHICH RESOLUTION WAS SUPERSEDED AND WHICH PARCEL WAS DETACHED BY RES. NO. 2019-]

Beginning for this description at a point on the southeasterly shoreline of the Pocomoke River, said point being the northwesterly corner of lands now or formerly of Mark R. Odachowski, deed reference: Liber S. V. H. 4269, Folio 25 et. seq.; thence along the lands now or formerly of Mark R. Odachowski, the following sixteen courses: 1) S 31° 53' 17" E - 851.13' to a point; thence 2) N 80° 21' 43" E - 1430.88' to a point; thence 3) S 71° 00' 17" E - 706.86' to a found concrete monument; thence 4) N 26° 51' 54" E - 643.50' to a point; thence 5) N 22° 36' 54" E - 937.20' to a point; thence 6) N 16° 23' 27" E - 791.35' to a found concrete monument; thence 7) N 81° 23' 27" E - 453.75' to a point; thence 8) N 36° 06' 31" E - 135.34' to the center of a branch and the present Snow Hill corporate limit line; thence 9) S 35° 22' 46" E - 21.69' to a point; thence 10) N 73° 55' 17" E - 30.52' to a point; thence 11) S 47° 48' 54" E - 38.61' to a point; thence 12) S 71° 28' 27" E - 39.41' to a point; thence 13) S 89° 11' 09" E - 48.09' to a point; thence 14) S 31° 21' 48" E - 55.83' to a point; thence 15) S 54° 44' 25" E - 57.81' to a point; thence 16) S 10° 14' 42" E - 45.76' to a point; thence by with lands now or formerly of Mark R. Odachowski, deed reference Liber S. V. H. 4044, Folio 484, the following twelve courses: 1) N 45° 32' 36" E - 96.47' to a twin maple tree; thence 2) S 17° 42' 11" E - 296.27' to an iron axle found, passing through an iron pipe found a distance of 106.22' from said twin maple tree; thence 3) S 41° 42' 19" E - 271.50' to a found concrete monument, passing through an iron rod found a distance of 194.58' from said iron axle; thence 4) N 81° 02' 30" E - 346.21' to a found concrete monument at or near the northwesterly line of Maryland Route 394; thence 5) along said Maryland Route 394, with a curve to the right, having a radius of 1870.00', with an arc length of 21.26' to a point, thence 6) S 01° 12' 06" W - 13.80' to a point; thence 7) S 81° 00' 56" W - 265.50' to a point; thence 8) S 16° 27' 36" W - 170.30' to a point; thence 9) S 46° 00' 56" W - 104.50' to a point; thence 10) S 05° 24' 56" W - 173.00' to a point; thence 11) S 23° 33' 56" W - 25.00' to a point; thence 12) S 73° 12' 44" E - 417.30' to a found concrete monument; thence along the northwesterly line of Maryland Route 394, N 01° 12' 06" E - 561.18' to a point; thence across said Maryland Route 394 along the present Snow Hill corporate limit line the following three courses: 1) S 32° 27' 31" E - 77.33' to a point; thence 2) N 84° 09' 29" E - 41.30' to a point; thence 3) S 68° 35' 31" E - 1522.77' to a point; thence by with lands of the Board of Education of Worcester County, Maryland, deed reference Liber F. W. H. 466, Folio 516 et. seq., the following two courses: 1) S 35° 27' 52" E - 742.10' to a point; thence 2) S 37° 19' 14" W - 988.81' to a found concrete monument; thence along the lands now or formerly of Mark Reid Odachowski., deed reference Liber S. V. H. 3918, Folio 428 et. seq., S 45° 24' 44" E - 2260.26' to a found concrete monument; thence along the lands now or formerly of Edwin M. and Gail M. Shockley, deed reference Liber 2080, Folio 495; thence S. 82° 23' 30" E - 3.00' to a point; thence along the lands now or formerly of Mark Reid Odachowski, deed reference Liber S. V. H. 3918, Folio 428, S. 07° 36' 30" W. - 2785.22' to a point on the northwesterly line of U. S. Route 113; thence along the northwesterly line of U.S. Route 113 the following nineteen courses: 1) S. 49° 38' 53" W - 529.96 to a point; thence 2) S 45° 04' 27" W - 150.48' to a point; thence 3) S 52° 10' 01" W - 156.31' to a point; thence 4) N 43° 32' 02" W - 122.56' to an iron bar found; thence 5) S 48° 01' 58" W - 510.18' to a point; thence 6) S 03° 13' 02" E - 103.47' to a point; thence 7) S 52° 09' 59" W - 128.13' to a point; thence 8) S 52° 03' 28" W - 132.73' to a point; thence 9) S 47° 48' 55" W - 292.89' to a point;

thence 10) S 55° 45' 26" W - 683.83' to a point; thence 11) S 68° 51' 27" W - 366.42' to a point; thence 12) S 68° 51' 28" W - 74.38' to a point; thence 13) S 50° 14' 33" W - 152.16' to a point; thence 14) S 73° 11' 33" W - 683.46' to a point; thence 15) S 73° 58' 44" W - 146.00' to a point; thence 16) N 69° 44' 25" W - 70.56' to a point; thence 17) N 68° 24' 09" W - 50.30' to a point; thence 18) N 42° 27' 55" W - 98.00' to a point; thence 19) N 53° 25' 39" W - 57.89' to the northeasterly line of Castle Hill Drive; thence along the northeasterly line of Castle Hill Drive, the following four courses: 1) N 42° 06' 32" W - 485.89' to a point; thence 2) N 42° 00' 21" W - 634.96' to a point; thence 3) N 42° 29' 03" W - 922.95' to a point; thence 4) N 42° 13' 14" W - 274.33' to a point; thence across Maryland Route 394 to the northwesterly line of Maryland Route 394, N 42° 13' 14" W - 40.25' to a point; thence along the northwesterly line of Maryland Route 394, the three following courses: 1) N 41° 25' 03" E - 919.28' to a point; thence 2) N 41° 31' 54" E - 882.66' to a point; thence 3) N 41° 21' 39" E - 60.90' to a point; thence along the lands now or formerly of Summerfield Farms, L.L.C., deed reference Liber S. V. H. 4352, Folio 418 et. seq., and along the northerly line of Castle Way, the five following courses: 1) S 86° 32' 15" W - 44.80' to a point; thence 2) N 48° 27' 45" W - 455.00' to a point; thence 3) S 41° 32' 15" W - 5.00' to a point; thence 4) N 48° 27' 45" W - 29.96' to a point; thence 5) S 41° 35' 27" W - 125.17' to a point; thence continuing along the lands of said Summerfield Farms, L.L.C. and Castle Hill Estates Subdivision the following ten courses: 1) N 21° 49' 28" W - 96.79' to a point; thence 2) N 17° 00' 02" W - 89.87' to a point; thence 3) N 21° 02' 57" W - 47.58' to a point; thence 4) N 43° 40' 28" W - 39.27' to an iron rod found; thence 5) S 41° 35' 27" W - 210.81' to a point; thence 6) S 48° 24' 33" E - 94.65' to a point; thence 7) S 41° 35' 27" W - 55.00' to an iron rod found; thence 8) N 72° 25' 33" W - 123.03 to an iron rod found; thence 9) N 21° 33' 30" W - 132.34' to a point; thence 10) N 85° 20' 18" W - 203.47' to an iron rod found on the easterly line of Tower Drive; thence along the easterly line of Tower Drive, N 04° 39' 53" E - 1.93' to a point; thence along the line of Tower Drive, with a curve to the left, with a radius of 50.00' and an arc of 52.70' to an iron rod found; thence along the lands now or formerly of Thomas W. Stevenson, Jr., deed reference Liber S.V.H. 2949, Folio 6 et. seq., the following three courses: 1) N 48° 11' 04" E - 81.71' to an iron rod found; thence 2) N 19° 33' 44" E - 189.87' to an iron rod found; thence 3) N 85° 22' 59" W - 103.61' to an iron rod found; thence along the lands now or formerly of Robert Rider and William Farlow, deed reference Liber F.W.H. 438, folio 334, the three following courses: 1) N 70° 18' 58" W - 124.37' to a found concrete monument; thence 2) S 19° 39' 38" W - 199.69' to an iron rod found; thence 3) S 50° 51' 56" E - 95.76' to a point; thence along the northwesterly line of Tower Drive with a curve to the right, having a radius of 50.00' and an arc distance of 82.12' to a point; thence along the said Castle Hill Estates Subdivision, N 85° 23' 30" W - 200.00' to a point; thence along the lands now or formerly of Mark R. Odachowski, deed reference Liber S.V.H. 4269, Folio 25 et. seq., the eleven following courses: 1) S 04° 36' 30" W - 400.00' to a found concrete monument; thence 2) N 56° 14' 17" W - 571.29' to a point; thence 3) N 47° 06' 17" W - 231.00' to a point; thence 4) N 72° 06' 17" W - 195.52' to a point; thence 5) N 49° 36' 17" W - 320.10' to a point; thence 6) N 28° 28' 17" W - 165.00' to a point; thence 7) N 33° 46' 17" W - 330.00' to a point; thence 8) N 37° 31' 17" W - 198.00' to a point; thence 9) N 48° 01' 17" W - 80.86' to an iron pipe found; thence 10) N 87° 56' 17" W - 1223.64' to a point; thence 11) N 59° 06' 17" W - 481.73' to the easterly shoreline of the Pocomoke River; thence along the easterly shoreline of the Pocomoke River in a northeasterly direction to the place of beginning, said point of beginning bearing N 23° 28' 38" E - 2669.73' From the last point.
Containing 966.66 acres more or less.

BE IT FURTHER RESOLVED that the aforementioned and described land being detached from the corporate boundaries of the Town of Snow Hill shall be zoned by Worcester County.

BE IT FURTHER RESOLVED that the aforementioned and described land shall upon the effective date of this resolution no longer receive any services from the Town of Snow Hill.

SECTION II: That the date of the adoption of this Resolution is May 14, 2019 and that the amendment to the Town Charter of the Town of Snow Hill hereby proposed by this enactment, shall be and

become effective on May 19, 2019 or, forty (40) days from the date of adoption, unless a petition for a referendum satisfying the requirements of Maryland Code Annotated, Local Government Article § 4-304(d) shall be filed by May 19, 2019 or, within forty (40) days from the date of adoption. An exact copy the Amendment shall be posted in the Town offices for forty (40) days following adoption of this Resolution and a fair summary of this Resolution shall be published in a newspaper having general circulation in the Town not less than four (4) times at weekly intervals within forty (40) days of the date of adoption.

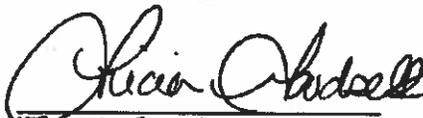
SECTION III: That, within ten (10) days after the Charter Amendment hereby enacted becomes effective, either as herein provided or following a referendum, the Clerk shall send separately to the Department of Legislative Services, the following information concerning the Charter Amendment: (1) the complete text of this Resolution; (2) the date of referendum election, if any, held with respect thereto; (3) the number of votes cast for and against this Resolution by the Town Council or in a referendum; and (4) the effective date of the Charter Amendment.

SECTION IV: That the Clerk be, and he/she is specifically enjoined and instructed to carry out the provisions of Sections II and III, and as evidence of compliance herewith, the said Clerk shall cause to be affixed to the Minutes of this meeting: 1) an appropriate certificate of publication of the newspaper in which the fair summary of the Amendment shall have been published; and, 2) records of mailing referred to in Section 3 and shall further complete and execute a Certificate of Compliance.

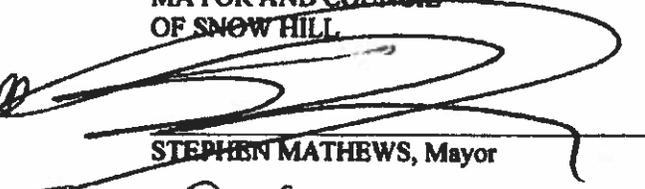
INTRODUCED by the Town Council, at a Regular Meeting on May 14, 2019, at which meeting copies were available to the public for inspection.

ADOPTED by the Town Council, at a Regular Meeting on May 14, 2019, at which meeting copies were available to the public for inspection.

ATTEST:


Patricia Goodsell
Asst Town Manager

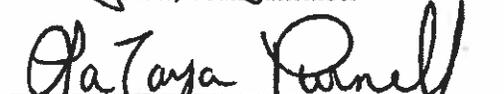
MAYOR AND COUNCIL
OF SNOW HILL



STEPHEN MATHEWS, Mayor


ALISON GADOUA, Councilmember


JENNY HALL, Councilmember


LATOYA PURWELL, Councilmember



Worcester County Department of Environmental Programs

Worcester County Government Center, 1 West Market Street, Rm 1306 | Snow Hill MD 21863

Tel: (410) 632-1220 | Fax: (410) 632-2012

Memorandum

To: Matt Laick, Deputy Director, DDRP

From: Robert J. Mitchell
Director, Environmental Programs

Subject: **EP Staff Comments on Rezoning Case No. 444**
Worcester County Tax Map 63, Parcels 106
Reclassify approximately 0.78 Acres of A-1 Agricultural District to
C-2 General Commercial District

Date: 7/21/23

This response to your request for comments is prepared for the map amendment application associated with the above referenced property. The Worcester County *Zoning and Subdivision Control Article*, Section §ZS 1-113(c)(3), states that the applicant must affirmatively demonstrate that there has been a substantial change in the character of the neighborhood since the last zoning of the property or that a mistake has been made in the existing zoning classification. The application argues that there was a mistake in the last Comprehensive Rezoning that was approved by the County Commissioners on November 3, 2009. The Code requires that the Commissioners find that the proposed “change in zoning” would be more desirable in terms of the objectives of the *Comprehensive Plan*.

The Department of Environmental Programs has the following comments:

1. This property has a Growth Area land use designation in the Land Use Map in the Worcester County Comprehensive Plan (*Comprehensive Plan*), as do properties to the west and south. This category designates areas outside incorporated areas that are suitable and desirable for future planned growth. The properties in these areas were situated to be cost-effectively served with adequate public sanitary and other services.
2. The existing property is not connected to public sewer and/or water at this time. The subject property has a designation for a Sewer Service Planning Category of S-1/W-1 (Immediate to 2 years) in the *Master Water and Sewerage Plan*. Our well and septic records indicate a septic tank serves the existing building for the property with a very old driven well. A survey would be needed to confirm if the septic system were on the property and the well will need to be replaced for any future uses. The property was included in the proposed Summerfield development area that was not built. It has been annexed and de-annexed by the Town of Snow Hill. There are no current plans we are aware of that would re-annex this property back into the corporate boundaries of Snow Hill which would provide eligibility to connect to public water and sewer.
3. This proposed rezoning is located outside of the Chesapeake Bay Critical Area (CBCA). This property is not subject to the Forest Conservation Law, Per NR 1-403(a), as the property is less than 40,000 square feet in size.

If you have any questions on these comments, please do not hesitate to contact me.

From: Aws Ezzat <AEzzat@mdot.maryland.gov>
Sent: Wednesday, June 21, 2023 8:11 AM
To: April Mariner <amariner@co.worcester.md.us>
Cc: Jeffrey Fritts <JFritts@mdot.maryland.gov>
Subject: Re: Rezoning Case #444

Hello April,

After a review of Rezoning Case #444, MDOT SHA has no objection to the rezoning as proposed. If this parcel is proposed to be developed in the future, the proposed development will require review and approval from District 1 Access Management and need to obtain permitting, as necessary.

As reflected in our aforementioned comments, MDOT SHA has no objections to the proposed rezoning as determined by Worcester County. I would highly appreciate if you can copy/inform me in the future for any rezoning submissions.

Thank you,



Aws Ezzat, P.E.
Regional Engineer, Access Management
District 1
660 West Road
Salisbury, MD 21801
AEzzat@mdot.maryland.gov
(410) 677-4048 (office)

MEMORANDUM

TO: Robert Mitchell, Director, Worcester County Environmental Programs
 Billy Birch, Director, Worcester County Emergency Services
 Matthew Crisafulli, Sheriff, Worcester County Sheriff’s Office
 Dallas Baker, P.E., Director, Worcester County Public Works Department
 Chris Classing, P.E., Deputy Director, Worcester County Public Works Department
 Kevin Lynch, Roads Superintendent, Worcester County Public Works Department
 Matt Owens, Fire Marshal, Worcester County Fire Marshal’s Office
 Melanie Pursel, Director of Tourism & Economic Development
 Louis H. Taylor, Superintendent, Worcester County Board of Education
 Aws Ezzat, Regional Engineer, Access Management, Maryland State Highway Administration
 Daniel Wilson, Assistant District Engineer - Traffic, Maryland State Highway Administration
 Lt. Earl W. Starner, Commander, Barracks V, Maryland State Police
 Rebecca L. Jones, Health Officer, Worcester County Health Department
 Luke Marcek, Project Manager, Maryland Forest Service
 Garth McCabe, District Conservationist, Worcester County NRCS

FROM: Matthew Laick, Deputy Director

DATE: June 13, 2023

RE: Rezoning Case No. 444 – Black Water Relics LLC, Property Owners and Hugh Cropper, IV,
 Attorney – 4432 Market St Snow Hill, MD (Approximately 0.25 Miles north of Moat Rd)

This application seeks to rezone approximately 0.78 Acres acres of land shown on Tax Map 63, Parcel 106 from A-1 Agricultural District to C-2 General Commercial District.

For your reference I have attached a copy of the rezoning application package, location and zoning maps showing the property requested to be rezoned.

The applicant is alleging a **mistake was made** as the justification for the proposed rezoning from A-1 Agricultural District to C-2 General Commercial District. The Planning Commission must consider if: There was a mistake made in assigning the property a A-1 Agricultural District zoning classification .

By Friday, July 21, 2023, the Planning Commission is requesting any comments, thoughts or insights that you or your designee might offer with regard to past and present conditions in the delineated neighborhood, as well as the effect that this application and potential subsequent development of the site under the proposed zoning classification may have on plans, facilities, or services for which your

agency is responsible. Your response is requested even if you determine that the proposed rezoning will have no effect on your agency, that the application is compatible with your agency's plans, and that your agency has or will have adequate facilities and resources to serve the property and its potential land uses. ***If no comments are received, we will document such and assume that you have no objection to the Planning Commission stating this information in its report to the Worcester County Commissioners.***

General Zoning Information:

The purpose and intent of the A-1 Agricultural District is "is intended to preserve, encourage and protect the County's farms and forestry operations and their economic productivity and to ensure that agricultural and forestry enterprises will continue to have the necessary flexibility to adjust their production as economic conditions change."

The A-1 District allows uses such as Agriculture, including feeding lots, dairy barns, stables, agricultural lagoons, hog houses, and noncommercial grain dryers. Roadside stands offering for sale fresh agricultural products, fresh seafood and processed dairy products from locally raised livestock, operated by the property owner or tenant of the premises upon which such stand is located. For a complete list, please use the following link: <https://ecode360.com/14019225>

The purpose and intent of the C-2 General Commercial District is to provide for more intense commercial development serving populations of three thousand or more within an approximate ten- to twenty-minute travel time. These commercial centers generally have higher parking demand and greater visibility. Consequently, design standards and careful attention to signage, landscaping, perimeter buffers, site layout and architectural design are imperative. Commercial structures and uses must be compatible with the community and the County's character. Strip commercial forms of development are strongly discouraged. For a complete list, please use the following link: <https://ecode360.com/14019708>

If you have any questions or require further information, please do not hesitate to reach me by phone at (410) 632-1200, ext. 1613 or via email at miaick@co.worcester.md.us. On behalf of the Planning Commission, thank you for your attention to this matter.

Attachments



Worcester County Recreation & Parks
6030 Public Landing Road | Snow Hill MD 21863 | (410) 632-2144 | www.PlayMarylandsCoast.org

MEMORANDUM

TO: Weston S. Young, Chief Administrative Officer
Candace Savage, Deputy Chief Administrative Officer
FROM: Kelly Rados, Director of Recreation & Parks
DATE: August 28, 2023
SUBJECT: Special Use – South Point Boat Ramp

We received a request from Maryland Coastal Bays to utilize South Point Boat Ramp to dismantle their nesting platform September 11 – 15, 2023. This project is in partnership with the Maryland DNR, the Maryland Coastal Bays Program and Audubon Mid-Atlantic, and consists of an artificial nesting island made up of wooden rafts that gets rolled in and out each spring and fall.

The request is for the week of September 11, but should only take a half a day. The exact day will be determined by weather. Dismantling of the platform will be handled by a small team of DNR, Maryland Coastal Bays staff and volunteers. This activity will not interfere with public boating activities.

The use of South Point Boat Ramp for this project has been approved by the Commissioners in 2021, 2022, and 2023. Our Department has reviewed this request and do not have any conflicts or concerns.

Attachments

cc: Jacob Stephen, Parks Superintendent
Robert Mitchell, Director Environmental Programs
David Bradford, Deputy Director Environmental Programs



Worcester County Department of Environmental Programs

Worcester County Government Center, 1 West Market Street, Rm 1306 | Snow Hill MD 21863

Tel: (410) 632-1220 | Fax: (410) 632-2012

Memorandum

To: Kelly Rados,
Director, Recreation and Parks

From: Robert J. Mitchell, LEHS, REHS/RS
Director, Environmental Programs 

Subject: Request for Special Use Permit
South Point Boat Ramp

Date: 8/28/23

Maryland DNR, working with the Maryland Coastal Bays Program, Audubon Maryland-DC, and local volunteers has previously built a wooden nesting platform in the Coastal Bays at a location on the western shore of Assateague Island. The site was chosen to minimize disruptions to the existing wetland areas and in areas shielded somewhat from high wave energy areas in the open bay. This was a conservation project designed to benefit state listed endangered birds in order to provide safe nesting sites for the *Common Tern* and *Black Skimmer*. The results for the initial installation were very successful and they have repeated those installations in successive years.

Accordingly, the use of the South Point Boat Ramp is requested to utilize the ramp to retrieve this constructed vessel. The use of County boat landings for any use not specifically listed under § CG 4-406 (c) are allowed under the discretion of the Worcester County Commissioners by issuance of a special use permit under § CG 4-406 (f). The attached letter from the Bird Habitat Coordinator of the MD Coastal Bays Program requests the use of the small portion of the ramp parking lot to retrieve and dismantle that vessel for storage over the winter.

The Department of Environmental Programs offers our support for the use of the boat ramp for this purpose. This vessel is getting more nesting sites year after year and is a great tourism draw to the Atlantic Coastal Bays and Worcester County. We would also request that you ask for approval for the use of the boat ramp to launch and disassemble this vessel year-after-year, provided no problems occur from this temporary usage of the ramp.

Attachment

cc: David Bradford
Katherine Munson
Jesse Long



MARYLAND COASTAL BAYS PROGRAM

8219 Stephen Decatur Highway
 Berlin, Maryland 21811
 (410) 213-2297 - PHONE
 (410) 213-2574 - FAX
 mcbp@mdcoastalbays.org
 www.mdcoastalbays.org

August 16, 2023
 Ms. Kelly Rados
 Director of Recreation and Parks
 6030 Public Landing Road
 Snow Hill, MD 21863

Dear Director Rados,

This letter is to inform you of our intent to dismantle our nesting platform from its location in Chincoteague Bay to the South Point Boat ramp the week of September 11th-15th, 2023. This project is benefiting the state-listed endangered Common Tern and is completing its third year of operation. This project, a partnership with the Maryland DNR, the Maryland Coastal Bays Program and Audubon Mid-Atlantic, is an artificial nesting island made up of wooden raft units in Chincoteague Bay that get rolled in and out each spring and fall. This is a stop-gap measure to provide a nesting site for the state-endangered Common Tern due to the rapid erosion of their natural nesting islands.

The Worcester County Commissioners have approved the use of the South Point Boat Ramp for this project in 2021, 2022, and 2023. The last three year's results were very encouraging as we had 23 pairs in 2021, increased to 155 pairs in 2022, and this year, 2023, an astounding 322 nests so far. We have now recovered almost 30% of the number of Common Terns that historically had been nesting only fifteen years ago. Prior to this project, three years ago, we were down to less than 30 pairs in the coastal bays.

Dismantling of the artificial platform is expected to occur the week of September 11th but should only take one day to return to land. Last year we began at 8 a.m. and were completed by 1 p.m. Dismantling of the rafts is weather dependent, and the exact day will be determined by weather. The platforms are stored on private property adjacent to the South Point Boat Launch. Platforms will be moved from the boat ramp and will quickly be stored the same day. We are expecting this to take less than a full day but will leave room for two days for any unexpected weather event.

The rafts will be towed by boat from our site in Chincoteague Bay to South Point. The dismantling of the rafts will be undertaken by a small team of DNR, Maryland Coastal Bays staff and a small number of volunteers who have worked with us before. We do not expect this activity to interfere with public boating activities in any way. In the past, we have made sure that boaters who wish to launch vessels were able to do so during the raft dismantling. We will certainly continue to provide them with the right-of-way.

Citizens joining with local, state, and federal governments to develop common sense solutions to the bays' most pressing environmental problems.

We welcome any concerns you may have in this matter and look forward to our continued partnership working with you on this important conservation project. Please contact me or the project staff listed below if you have any questions.

Sincerely,



Kim Abplanalp
Bird Habitat Coordinator
Maryland Coastal Bays Program
kabplanalp@marylandcoastalbays.org

Project Staff contacts:

Kim Abplanalp, Maryland Coastal Bays Program: kabplanalp@mdcoastalbays.org 410-651-5999

David Brinker, Maryland DNR: dave.brinker@maryland.gov 410-375-6431

Roman Jesien, Maryland Coastal Bays Program: rjesien@mdcoastalbays.org 410-213-2279



Worcester County Government

One West Market Street | Room 1103 | Snow Hill MD 21863-1195

(410) 632-1194 | (410) 632-3131 (fax) | admin@co.worcester.md.us | www.co.worcester.md.us

MEMORANDUM

TO: Worcester County Commissioners
FROM: Weston S. Young, Chief Administrative Officer
DATE: August 30, 2023
RE: OPA Cellular Tower Letter of Support

We have received a request from the Ocean Pines Association to write a letter of support to assist them in their efforts to reach out to cellular companies to improve service in the region. We have drafted a letter of support for your consideration.



Worcester County Administration
One West Market St. Room 1103 | Snow Hill MD 21863 | (410) 632-1194 | www.co.worcester.md.us

August 30, 2023

[insert name
and address]

Dear _____:

Worcester County is the home of the Ocean Pines Association (OPA), a community of over 8,000 homes on the Eastern Shore of Maryland. The County Commissioners have received multiple complaints from Ocean Pines residents about the poor quality of service from your cellular facilities. We understand that there may be a focus in supporting the high utilization from subscribers traveling in the Route 90 corridor, a major route providing access to Ocean City, Maryland. You may not be aware of the substandard service that the remainder of the community receives.

As you know, more and more people have abandoned paying for landline phones and are dependent on their cellular services. The service degradation in our community has continued as our citizens are increasingly using their homes in Ocean Pines and the surrounding area as full-time residents or working from those locations.

The initial solution discussed by many is the addition of towers. We are aware of the challenge of finding locations for additional towers. Land availability and construction governance are challenges to overcome.

However, multiple towers exist in the area that could have equipment added to them to focus on home and business locations. Existing equipment might be refocused or upgraded with new software. Further, Worcester County has water towers in the community that have some availability for carriers to utilize on a first-come/first served basis.

We are communicating with you on behalf of our residents and businesses to assure you are aware of the service problem. We look forward to hearing from you and your company, or to have a discussion, so we can inform our residents and businesses on your awareness of the problem and your potential solutions.

Sincerely,



The Board of Education of Worcester County
 6270 Worcester Highway | Newark, Maryland 21841
 Telephone: (410) 632-5000 | Fax: (410) 632-0364
www.worcesterk12.org

Board Members

TODD A. FERRANTE
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WILLIAM E. BUCHANAN
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Chief Operations & Human Relations
Officer

DENISE R. SHORTS
Chief Academic Officer, Gr. PK-8

VINCENT E. TOLBERT, CPA
Chief Financial Officer

ANNETTE E. WALLACE, Ed.D.
Chief Safety & Academic Officer, Gr. 9-12

August 22, 2023

Mr. Anthony W. Bertino, Jr.
 Worcester County Commissioners
 Worcester County Government Center
 One W. Market Street, Room 1103
 Snow Hill, Maryland 21863-1195

Dear President Bertino:

As a result of several factors including the increased cost related to transporting our students, increased costs of utilities and the increased costs of the supplies, materials and equipment needed to maintain our school buildings, several of our FY23 budget categories had actual expenditures that exceeded the original budgeted allocations. The budget category of Textbooks and Classroom Supplies had actual expenditures that exceeded the original budgeted amount due to the refresh of our student and teacher devices. This difference was funded by additional revenues related to the sale of the older iPads and the refresh of our devices. To address these increased costs, the Board of Education is requesting your approval of the categorical budget transfers described in the attached Inter-category Budget Transfers and Budget Amendment for the year ended June 30, 2023. Included in the attached document under each category is a brief description explaining the primary items driving the higher than budgeted costs. As shown in the attachment, the categorical increases will be offset by reductions in the categories of Instructional Salaries and Fixed Charges and by the additional revenues. After review, the Board of Education approved these transfers at their meeting on August 15, 2023.

These budgetary transfers are necessary to align our budget with actual FY 2023 categorical expenditures as we complete our year-end closeout process. We deeply appreciate your continued support of the Worcester County Public School System. Should you have any questions or concerns, please contact me.

Sincerely,

Louis H. Taylor

Superintendent of Schools
 pc: Members of the Board of Education
 Mr. Vince Tolbert

BOARD OF EDUCATION OF WORCESTER COUNTY

INTER-CATEGORY BUDGET TRANSFERS and BUDGET AMENDMENT

FY 2023 - JUNE 30, 2023

Five categories of the FY 2023 Unrestricted Operating Budget have actual expenditures that exceed the original amount allocated. In order to properly account for this variance, the following transfers are being submitted to the Board of Education at their meeting on August 15, 2023. In compliance with Maryland law, these transfers will also be submitted to the Worcester County Commissioners for approval.

REDUCE THE FOLLOWING EXPENDITURE CATEGORIES:

	APPROVED <u>AMOUNT</u>	AMENDED <u>AMOUNT</u>	<u>CHANGE</u>
INSTRUCTIONAL SALARIES	50,670,916	49,680,916	-990,000
FIXED CHARGES	26,702,964	26,186,184	-516,780
TOTAL OPERATING BUDGET REDUCTIONS			-\$1,506,780

INCREASE IN TOTAL OPERATING BUDGET - Additional Revenues

In FY23, the Board of Education approved a system-wide refresh of our student and teacher devices. This involved the sale of our current student and teacher devices to a third party. The proceeds from the sale were utilized to fund the last year payment of the original lease and the first year payment of the new lease. These payments resulted in an overage in the budget category of Textbooks & Classroom Supplies. The overage in Textbooks & Classroom Supplies is offset by the proceeds from the sale of the iPads. The Board of Education is requested to approve an increase in the total operating budget revenues and to correspondingly increase the expenditure level in the operating budget of \$1,348,387 based upon the receipt of these additional revenues.

FY23 SUPPLEMENTAL APPROPRIATION	\$0
ADDITIONAL REVENUES	1,348,387
TOTAL OPERATING BUDGET INCREASE	1,348,387
ORIGINAL APPROVED OPERATING BUDGET	<u>123,065,601</u>
REVISED TOTAL OPERATING BUDGET	\$124,413,988

BOARD OF EDUCATION OF WORCESTER COUNTY

INTER-CATEGORY BUDGET TRANSFERS and BUDGET AMENDMENT

FY 2023 - JUNE 30, 2023

INCREASE THE FOLLOWING EXPENDITURE CATEGORIES:

	<u>ORIGINAL AMOUNT</u>	<u>AMENDED AMOUNT</u>	<u>CHANGE</u>
INSTRUCTIONAL SUPPORT	\$8,634,329	\$8,705,329	\$71,000
Costs in the area of Instructional Support were higher than budgeted in the area of our high school commencement ceremonies as a result of holding these events outside in our stadiums.			
TEXTBOOKS & CLASSROOM SUPPLIES	\$2,727,738	\$4,076,125	\$1,348,387
This transfer is necessary as a result of the refresh of our Apple iPads. The original Apple lease was paid off early and the first payment on the new lease was also paid in FY23. Proceeds from the sale of the old iPads were utilized to fund the overage in this category.			
STUDENT TRANSPORTATION	\$7,324,165	\$7,816,265	\$492,100
Areas in this category experiencing increased costs include the fuel supplement paid to our bus contractors due to rising fuel prices, additional time paid to our bus contractors to clean their buses due to COVID protocols, after-school programs transportation, transportation for our homeless students and higher costs for bus aides.			
OPERATION OF PLANT	\$8,773,995	\$9,394,995	\$621,000
This transfer is necessary due to increasing utility costs and the increasing cost of custodial and other supplies. Utility costs were approximately 17% higher than the previous year.			
MAINTENANCE OF PLANT	\$1,173,873	\$1,496,553	\$322,680
This transfer is necessary due to the increasing price of HVAC supplies and materials and other costs necessary to maintain our school buildings.			

SUMMARY OF TOTAL INCREASES IN EXPENDITURE CATEGORIES:

TOTAL OPERATING BUDGET CATEGORY INCREASES	\$2,855,167
LESS TRANSFERS FROM OTHER CATEGORIES	<u>-1,506,780</u>
INCREASE IN OPERATING BUDGET	\$1,348,387
ORIGINAL APPROVED OPERATING BUDGET FY 2023	<u>123,065,601</u>
TOTAL REVISED OPERATING BUDGET FY 2023	\$124,413,988

TEL: 410-632-5623
 FAX: 410-632-1753
 WEB: co.worcester.md.us



Worcester County
 DEPARTMENT OF PUBLIC WORKS
 6113 TIMMONS ROAD
 SNOW HILL, MD 21863

DALLAS BAKER JR., P.E.
 DIRECTOR

CHRISTOPHER CLASING, P.E.
 DEPUTY DIRECTOR

**TO: Weston Young P.E., Chief Administrative Officer
 Candace Savage, Deputy Chief Administrative Officer**
FROM: Christopher S. Clasing, P.E., Deputy Director *ChsCj*
DATE: August 29, 2023
**SUBJECT: Bulk Water Meter Repair Parts Purchase
 Public Works Water & Wastewater Division**

As was done the last several years, Public Works is requesting Commissioner approval to use \$205,090 in funding for the sole source, bulk purchase of Neptune water meter repair parts for the Water & Wastewater Division. These are sole source materials since all of our water meters and reading equipment are Neptune brand and will not interchange with other meter brands. \$205,090 was budgeted for the purchase and is available in the FY 24 operating budgets for the Ocean Pines, Riddle Farm, Landings, Newark, Edgewater Acres and Mystic Harbour service areas in account number 6500.020.

Last year's purchase of just over \$189,900 worth of meter repair parts made a significant improvement in the meter reading process in both reading speed and accuracy. Purchasing the supplies in bulk also allows the Division to have ample stock in the inventory for new installs and repairs throughout the fiscal year.

This order would include 12 Neptune water meters and 830 replacement registers and radios from Core & Main (see attached quote). Core & Main are the regional suppliers for Neptune meter parts in our area.

If you have any questions, please feel free to contact me.

Attachment

cc: Dallas Baker Jr., P.E., Director
 Tony Fascelli, Water & Wastewater Superintendent

Gary Serman

From: Hennage, Deborah <Deborah.Hennage@coreandmain.com>
Sent: Wednesday, August 16, 2023 2:12 PM
To: Gary Serman
Cc: Latchum, Jay
Subject: 1" & 2" T-10 Meters and 5/8" & 1" T-10 Registers ,WORCESTER

Your Cost:

1. **2" T-10 meter (flange type) with ProCoder register with the R900i radio and 6' antenna wire \$1,150.00 each**
2. **1' T-10 meter with ProCoder register with the R900i radio and 6' antenna wire \$525.00 each**
3. **5/8 x 3/4 ProCoder register with the R900i radio and 6' antenna wire \$238.00 each**
4. **1" ProCoder register with R900i radio and 6' antenna wire \$238.00 each**

Yes, on large orders we will cover the shipping cost.

Thank you.

Due to increasing costs of raw materials, production, shipping and other factors, Pricing & Delivery Times are subject to change without notice. We strive to maintain adequate inventory, and keep price increases to a minimum. Please help us by forecasting your future needs 90 days out if possible, and place orders ASAP. We can then order & allocate materials to you, and ship when you're ready.

Debbie Hennage

Inside Sales Specialist

Core & Main



842 Panorama Road

Meter and Register order 2023

Ocean Pines	(25) 1" registers with R900i radio and 6' antenna cable	\$5,950.00
	(605) 5/8" x 3/4" registers with R900i radios and 6' antenna cable	\$143,990
	cost code 555.8002.6500.020	total \$149,940.00
Mystic Harbour	(2) 2" T-10 complete meters with R900i radio and 6' antenna cable	\$2,300.00
	(10) 1" T-10 complete meters with R900i radios and 6' antenna cable	\$5,250
	(10) 1" registers with R900i radios and 6' antenna cable	\$2,380.00
	(126) 5/8" x 3/4" registers with R900i radios and 6' antenna cable	\$29,988.00
	cost code 545.6500.020	total \$39,918.00
Riddle Farm	(34) 5/8" x 3/4" registers with R900i radios and 6' antenna cables	\$8,092.00
	cost code 570.6500.020	total \$8,092.00
Newark	(10) 5/8" x 3/4" registers with R900i radios and 6' antenna cable	\$2,380.00
	cost code 550.6500.020	total \$2,380.00
Nantucket Point	(10) 5/8" x 3/4" registers with R900i radios and 6' antenna cable	\$2,380.00
	cost code 530.6500.020	total \$2,380.00
Landings	(10) 5/8" x 3/4" registers with R900i radios and 6' antenna cable	\$2,380.00
	cost code 535.6500.020	total \$2,380.00
Total for order		\$205,090.00

TEL: 410-632-5623
 FAX: 410-632-1753
 WEB: co.worcester.md.us



Worcester County
 DEPARTMENT OF PUBLIC WORKS
 6113 TIMMONS ROAD
 SNOW HILL, MD 21863

DALLAS BAKER JR., P.E.
 DIRECTOR

CHRISTOPHER CLASING, P.E.
 DEPUTY DIRECTOR

MEMORANDUM

TO: Weston S. Young, Chief Administrative Officer
 Candace Savage, CGFM, Deputy Chief Administrative Officer
FROM: Dallas Baker, Jr., P.E., Director *Dallas Baker Jr*
DATE: August 21, 2023
SUBJECT: FY 24 Truck Purchase

Public Works is requesting Commissioner approval to place an order for three trucks, all are ¾ ton series or above and the ordering window is currently open. We are also requesting approval to begin searching for off-the-lot purchases for two small/mid-sized trucks. Government contract fleet vehicle quotes were requested from Ford, Dodge, and Chevy dealerships, responses were requested within a three-week time frame. Dodge and Chevy did not respond, multiple Ford dealerships did but only for ¾ ton trucks and higher. Public Works recommends placing the following order:

Vehicle	Dealership	Budgeted Amount	Quote
1. (1) – 1 ½ Ton 4x4 Crew Cab Truck with Dump Body	Chesapeake Ford Baltimore, MD	\$120,000.00	\$84,895.00
2. (1) – ¾ Ton 4x4 Full Size Crew Cab Pickup Truck	Apple Ford Columbia, MD	\$60,000.00	\$50,043.64
3. (1) – ¾ Ton 4x4 Full Size Crew Cab Pickup Truck	Apple Ford Columbia, MD	Assigned Fund \$51,000.00	\$50,043.64

The Ford fleet division has indicated the ordering window for these vehicles could close at any time. Delivery time is expected to be 6-9 months. Below is a summary of the responsive quotes received, the vehicle specs and dealership responses are attached to this memo.

**#3 Vehicle Type: (1) – 1 ½ Ton 4x4 Crew Cab Truck with Dump Body
(DPW / Roads)**

<i>Chesapeake Ford <u>Baltimore, MD</u></i>	2024 Ford F550 Crew Cab 4x4	\$84,895.00
<i>Apple Ford <u>Columbia, MD</u></i>	2024 Ford F550 Crew Cab 4x4	\$89,056.70
<i>Lindsay Ford <u>Wheaton, MD</u></i>	2024 Ford F550 Crew Cab 4x4	\$90,800.00
<i>Criswell Fleet <u>Gaithersburg, MD</u></i>	2024 Ford F550 Crew Cab 4x4	\$95,675.00
<i>Preston AutoPlex <u>Hurlock, MD</u></i>	No quote	

**#4 Vehicle Type: (1) – ¾ Ton 4x4 Full Size Crew Cab Pickup Truck
(DPW / Roads)**

<i>Apple Ford <u>Columbia, MD</u></i>	2024 Ford F250 Crew Cab 4x4	\$50,043.64
<i>Lindsay Ford <u>Wheaton, MD</u></i>	2024 Ford F250 Crew Cab 4x4	\$52,400.00
<i>Chesapeake Ford <u>Baltimore, MD</u></i>	2024 Ford F550 Crew Cab 4x4	\$55,200.00
<i>Preston AutoPlex <u>Hurlock, MD</u></i>	2024 Ford F250 Crew Cab 4x4	\$56,025.00
<i>Criswell Fleet <u>Gaithersburg, MD</u></i>	No quote	

**#5 Vehicle Type: (1) – ¾ Ton 4x4 Full Size Crew Cab Pickup Truck (Fire Marshal)
APPROVED IN ASSIGNED FUNDS**

<i>Apple Ford <u>Columbia, MD</u></i>	2024 Ford F250 Crew Cab 4x4	\$50,043.64
<i>Lindsay Ford <u>Wheaton, MD</u></i>	2024 Ford F250 Crew Cab 4x4	\$52,400.00
<i>Chesapeake Ford <u>Baltimore, MD</u></i>	2024 Ford F550 Crew Cab 4x4	\$55,200.00
<i>Preston AutoPlex <u>Hurlock, MD</u></i>	2024 Ford F250 Crew Cab 4x4	\$56,025.00
<i>Criswell Fleet <u>Gaithersburg, MD</u></i>	No quote	

In addition, quotes were requested for the following small/mid-sized trucks. However, Public Works was informed by dealerships that government contract fleet versions of compact extended cab 4x2 trucks will not be built by Ford, Chevy, or Dodge for 2024. Public Works is

requesting Commissioner approval to begin searching for off-the-lot purchases for the remaining 2 small/mid-sized trucks.

#1 Vehicle Type: (1) – Compact Extended Cab 4x2 Pickup Truck (DPW / Mosquito Control)

No quote (Ford/Chevy/Dodge small extended cab not available 2024)

#2 Vehicle Type: (1) – Compact Extended Cab 4x2 Pickup Truck (Parks)

No quote (Ford/Chevy/Dodge small extended cab not available 2024)

Please let me know if there are any questions.

Attachments

cc: Nick Rice
Chris Clasing
Derrick Babcock

#1 / #2

WORCESTER COUNTYVEHICLE SPECIFICATIONS – Compact Extended Cab 4x2 Pickup Truck – (Mosquito Control) (Parks)

Two (2) New Compact Extended Cab 4x2 Pickup Truck's to be equipped as follows:

Extended cab	
Bed size:	Long bed with wheel well inside body
Drive type:	2-wheel rear drive
Wheelbase:	126.8" minimum
Engine:	Four cylinder, 2.3L turbo minimum, gasoline, Fuel injected
Transmission:	Automatic
Battery:	Standard
Alternator:	Standard
Suspension:	To meet payload
Air bags:	Driver and passenger
Shock absorbers:	Front and rear
Wheels:	16" steel minimum
Tires:	All season radial to meet payload with spare wheel and tire
Brakes:	Power with anti-lock system
Steering:	Power
Fuel tank:	Standard
Mirrors:	Manual folding black side view mirrors
Bumpers:	Matching painted front and rear
Interior:	Vinyl Front bucket seats, Vinyl/Rubber flooring
Power Group:	Power windows, door locks, mirrors, and keyless entry
Cruise Control	
Air Conditioning:	Factory installed
Fresh air type heater and defroster	
Windshield Wipers:	Washer with intermittent action
Halogen Headlights	
Directional signals	
Power Point or Power Outlet	
AM-FM Radio equipped with Bluetooth for cellphone linking	
Exterior Color:	White
Spray in bed liner	
Front tag bracket	
Front Tow Hooks	
Vinyl/Rubber flooring	
Fleet Free Maintenance Credit (If applicable)	

Acceptable Models: Chevrolet Colorado, Ford Ranger or comparable model.

#3

WORCESTER COUNTYVEHICLE SPECIFICATIONS – 1 ½ Ton 4X4 Crew Cab Truck with Dump Body (DPW/Roads)

One (1) New 1 ½ Ton 4x4 Crew Cab Truck with Dump Body to be equipped as follows:

One- and one-half ton crew cab four door truck chassis

Dual rear wheels

Payload: 10,000 lbs. minimum

GVWR: 17,000 lbs. minimum

Wheelbase: 176" minimum

Engine: 6.6L Turbo diesel minimum

Transmission: Automatic with overdrive and auxiliary transmission oil cooler

Battery: Dual Batteries

Alternator: Standard

Axle and springs: To meet payload

Air Bags: Driver and passenger

Shock absorbers: Front and rear

Tires: Manufacturer's standard to meet Payload with conventional spare wheel and tire – black wall

Brakes: Power with four (4) wheel ABS

Steering: Power

Fuel tank: 40 gallon minimum

Mirrors: Manual telescoping or camper style retractable mirror

Bumpers: Front only

Interior: Vinyl seats with vinyl/rubber flooring

Towing Package: Class V trailer hitch, 7 spade RV and four pin Plug

Power Group: Power windows, door locks, mirrors, and keyless entry

Factory air conditioning

Integrated trailer brake controller

Fresh air type heater and defroster

Directional signals

Windshield washer/wipers with intermittent action feature

Dual sun visors

Power point or power outlets

AM-FM Radio equipped with Bluetooth for cellphone linking

Front tow hooks

White exterior color

Daytime running lights

Front tag bracket

Rubber flooring

Snowplow Prep Package

Running boards

Fleet Free Maintenance Credit (If applicable)

ADDITIONAL DUMP BODY SPECIFICATIONS

Nine feet long dump body with 16" sides
¼ Cab Shield
Backup Alarm
Body Prop
Dirt shedding top rail
Forward Tailgate release
Full-width rear apron
Dual wall tailgate with chain slips
Single lever drop down tailgate release
Full-depth rear corner posts with chain holders
Full-height front radii corner posts
Heavy duty tailgate hardware with grease fittings
10 gauge high strength steel floor
Recessed shock mounted LED lights
7 gauge interlaced high strength steel understructure with 3" structural steel cross sills
Double acting electrical hydraulic scissor hoist
Single stage cylinder
Electric/Hydraulic power unit assembly
Self contained hydraulic reservoir
In cab tethered handheld control to raise and lower dump body
Ground crank arm style mesh tarp system mounted on cab shield
Ground crank to be mounted on side of body behind driver's side rear door
Trailer towing package mounted on rear of truck
Structure shall be structural steel and electrically welded in place
One combination pintle hook with 2 5/16" ball
7 prong light socket
Powder coat body to match factory exterior color of vehicle.
LED strobe light mounted with self-leveling bracket on cab shield

Acceptable Models: Ford F-550, Ram 5500, or comparable model

#4 / #5

WORCESTER COUNTYVEHICLE SPECIFICATIONS – ¾ Ton 4X4 Full Size Crew Cab Pickup Truck (Roads)

One (1) New ¾ Ton 4x4 Full Size Crew Cab Pickup Truck to be equipped as follows:

4 Door Crew Cab	
Bed Size:	Short bed with wheel well inside body
Drive Type:	4-wheel drive
Wheelbase:	149" Minimum
Engine:	Eight-cylinder, gasoline, fuel injected 6.6 liter or equivalent
Towing package:	Class IV trailer hitch receiver with reducers, 7 spade + 4 pin
Transmission:	Automatic with overdrive and auxiliary transmission oil cooler
Alternator:	Extra heavy-duty alternator
Air Bags:	Driver and passenger
Shock Absorbers:	Front and Rear
Wheels:	17" Steel minimum
Tires:	All season radial to meet payload with conventional spare wheel and tire
Brakes:	Power with anti-lock system
Steering:	Power
Fuel Tank:	Standard
Mirrors:	Dual 6" x 9" side view mirrors
Bumpers:	Matching painted front bumper and rear step bumper
Interior:	Vinyl front and Rear seats. Interior color (Black or Ebony) Vinyl/Rubber flooring
Power Group:	Power windows, door locks, mirrors, and keyless entry
Cruise Control	
Air Conditioning:	Factory installed
Windshield Wipers:	Washer with intermittent action
Locking Rear Differential	
Snowplow Prep package	
Factory installed upfitter electric switches	
Front Tow Hooks	
Halogen Headlights	
Fresh air type heater and defroster	
Directional signals	
Power Point or Power Outlet	
AM-FM Radio equipped with Bluetooth for cellphone linking	
Exterior Color:	White
Spray in bed liner	
Factory Running Boards	
Integrated Trailer Brake Controller	
Front tag bracket	
Vinyl/Rubber flooring	
Fleet Free Maintenance Credit (If applicable)	

Acceptable Models: Chevrolet Silverado 2500, Ford F-250, Ram 2500 or comparable model

ITEM 14

CHESAPEAKE FORD

2024 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)

Price Level: 420

Client Proposal

Prepared by:

STEVE ABBOTT

Office: 410-682-3156

Date: 08/16/2023



Chesapeake Ford | 8540 Pulaski Hwy, BALTIMORE, Maryland, 21237

Office: 410-682-3156

14 - 8 1



Prepared by: STEVE ABBOTT
08/16/2023

Chesapeake Ford | 8540 Pulaski Hwy BALTIMORE Maryland | 21237

2024 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)

Price Level: 420

Warranty

Standard Warranty

Basic Warranty

Basic warranty 36 months/36,000 miles

Powertrain Warranty

Powertrain warranty 60 months/60,000 miles

Corrosion Perforation

Corrosion perforation warranty 60 months/unlimited

Roadside Assistance Warranty

Roadside warranty 60 months/60,000 miles

Additional Warranty

Diesel Engine Warranty

Diesel engine warranty 60 months/100,000 miles

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: STEVE ABBOTT

08/16/2023

Chesapeake Ford | 8540 Pulaski Hwy BALTIMORE Maryland | 21237

2024 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)

Price Level: 420

As Configured Vehicle

Description	MSRP
-------------	------

Base Vehicle

Base Vehicle Price (W5H)	\$59,690.00
--------------------------	-------------

Packages

Order Code 660A	N/C
-----------------	-----

Includes:

- Transmission: TorqShift 10-Speed Automatic
10R140 with neutral idle. Includes SelectShift and selectable drive modes: normal, tow/haul, eco, slippery roads and off-road.
- GVWR: 18,000 lbs Payload Package
- Tires: 225/70Rx19.5G BSW A/P
- Wheels: 19.5" x 6" Argent Painted Steel
Hub covers/center ornaments not included.
- HD Vinyl 40/20/40 Split Bench Seat
Includes center armrest, cupholder, storage, 2-way adjustable driver/passenger headrests and driver's side manual lumbar.
- Radio: AM/FM Stereo w/MP3 Player
Includes 6 speakers.
- SYNC 4 Communications & Entertainment System
Includes enhanced voice recognition, 911 Assist, 8" LCD center stack screen, AppLink, 1 smart-charging USB port and trailer brake controller.

Powertrain

Engine: 6.7L 4V OHV Power Stroke V8 Turbo Diesel B20	\$9,995.00
--	------------

Includes Operator Commanded Regeneration (OCR), Diesel Exhaust Fluid (DEF) tank, intelligent oil-life monitor and manual push-button engine-exhaust braking.

Includes:

- Dual 68 AH/65 AGM Battery

Transmission: TorqShift 10-Speed Automatic	Included
--	----------

10R140 with neutral idle. Includes SelectShift and selectable drive modes: normal, tow/haul, eco, slippery roads and off-road.

Limited Slip w/4.10 Axle Ratio	\$395.00
--------------------------------	----------

GVWR: 18,000 lbs Payload Package	Included
----------------------------------	----------

Wheels & Tires

Tires: 225/70Rx19.5G BSW A/P	Included
------------------------------	----------

Wheels: 19.5" x 6" Argent Painted Steel	Included
---	----------

Hub covers/center ornaments not included.

Seats & Seat Trim

HD Vinyl 40/20/40 Split Bench Seat	Included
------------------------------------	----------

Includes center armrest, cupholder, storage, 2-way adjustable driver/passenger headrests and driver's side manual lumbar.

Other Options

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: STEVE ABBOTT

08/16/2023

Chesapeake Ford | 8540 Pulaski Hwy BALTIMORE Maryland | 21237

2024 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)

Price Level: 420

As Configured Vehicle (cont'd)

Description	MSRP
Monotone Paint Application	STD
179" Wheelbase	STD
Radio: AM/FM Stereo w/MP3 Player <i>Includes 6 speakers.</i>	Included
<i>Includes:</i> - SYNC 4 Communications & Entertainment System <i>Includes enhanced voice recognition, 911 Assist, 8" LCD center stack screen, AppLink, 1 smart-charging USB port and trailer brake controller.</i>	
Snow Plow Prep Package	\$250.00
<i>Includes pre-selected springs (see order guide supplemental reference for springs/FGAWR of specific vehicle configurations). Note 1: Restrictions apply; see supplemental reference or body builders layout book for details. Note 2: Also allows for the attachment of a winch. Note 3: Highly recommended to add (86M) dual battery on 7.3L gas engine. Adding (67B) 410 amp dual alternators for diesel engine is highly recommended for max power output.</i>	
<i>Includes:</i> - 350 Amp Dual Alternators <i>Includes 190 Amp + 160 Amp.</i>	
Engine Block Heater	\$100.00
Dual 68 AH/65 AGM Battery	Included
350 Amp Dual Alternators <i>Includes 190 Amp + 160 Amp.</i>	Included
Platform Running Boards	\$445.00
Center High-Mounted Stop Lamp (CHMSL)	N/C
Front License Plate Bracket	N/C
Standard in states requiring 2 license plates and optional to all others.	
Exterior Backup Alarm (Pre-Installed)	\$175.00

Fleet Options

Fleet Customer Powertrain Limited Warranty

N/C

Requires valid FIN code.

Ford is increasing the 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles. Only Fleet purchasers with a valid Fleet Identification Number (FIN code) will receive the extended warranty. When the sale is entered into the sales reporting system with a sales type fleet along with a valid FIN code, the warranty extension will automatically be added to the vehicle. The extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains. Dealers can check for the warranty extension on eligible fleet vehicles in OASIS. Please refer to the Warranty and Policy Manual section 3.13.00 Gas Engine Commercial Warranty. This change will also be reflected in the printed Warranty Guided distributed with the purchase of every new vehicle.

Emissions

50-State Emissions System

STD

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

ITEM 14



Prepared by: STEVE ABBOTT

08/16/2023

Chesapeake Ford | 8540 Pulaski Hwy BALTIMORE Maryland | 21237

2024 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)

Price Level: 420

As Configured Vehicle (cont'd)

Description	MSRP
Exterior Color	
Oxford White	N/C
Interior Color	
Medium Dark Slate w/HD Vinyl 40/20/40 Split Bench Seat	N/C
SUBTOTAL	\$71,050.00
Destination Charge	\$1,995.00
TOTAL	\$73,045.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: STEVE ABBOTT
08/16/2023

Chesapeake Ford | 8540 Pulaski Hwy BALTIMORE Maryland | 21237

2024 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)

Price Level: 420

Pricing Summary - Single Vehicle

	MSRP
<i>Vehicle Pricing</i>	\$73,045.00
Total	\$73,045.00

*Dump Body \$11,850.00
Installed \$84,895.00*

Customer Signature

Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

DEJANA

Truck and Utility Equipment



QUOTE

New York, New England, Mid Atlantic
& Greater Philadelphia
490 Pulaski Rd Kings Park, NY 11754
Phone(631)544-9000 Fax(631)544-3501
WWW.DEJANA.COM

QUOTE #	BC004141
DATE	8/17/2023

BILL TO: NORRIS CHESAPEAKE FORD
John Brice
8400B Westphalia Road
Upper Marlboro MD 20774

SHIP TO: NORRIS CHESAPEAKE FORD
John Brice
8400B Westphalia Road
Upper Marlboro MD 20774

Phone: 240 455-1800
Fax:
Email: jbrice@norrisautogroup.com

Phone: 240 455-1800
Fax:

NOTE: Re-quoting may be required, dependent upon chassis availability

SALESPERSON	REFERENCE	P.O. REQUIRED	QUOTE VALID UNTIL
Dave Schoennagel	Worcester County, MD	Yes	10/16/2023

MAKE:	FORD	MODEL:	F-550	YEAR:	2024	SRW/DRW:	DRW
CAB TO AXLE:	60.0	WHEELBASE:	179.0	VIN:			
STOCK/ORDER NUMBER:	Dealer Chassis			TOTAL WEIGHT (LBS) OF ALL QUOTED ITEMS:			

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	RUGBY 9' 3/4 YARD RUGBY ELIMINATOR LP DUMP BODY * For a DRW Ford chassis with an 60"CA * Side Height: 17" * Tail Gate Height: 23" * 10GA High grade steel construction * Double wall (10GA / 12GA) sides with 2 vertical braces * Dirt shedding rails; fully boxed top & sloped bottom rails * Double wall, fully boxed perimeter tail gate with 2 vertical braces * 5" Structural steel Long Sills * 3" I-Beam Cross Members on 16" centers * Patented Rugby EZ-Latch tail gate access * Rear rubber Mud Flaps with Anti-Sail Brackets installed * LED Marker Light Kit, includes S/T/T in rear corner posts		
1	* 1/4 Cab Shield (15"), for 3/4 yard Rugby Eliminator Dump Body		
1	* Supply & Install rear Tarp Bar Hooks for Steel Dump Body		
1	* Body Finish: Single Stage White Paint, to match the Cab		
1	SUPPLY & INSTALL DONOVAN MANUAL TARP AND ROLLER KIT * Fits 8' to 11' bodies & includes a standard Mesh Tarp * Includes a Ratcheting Handle & Rear Tarp Retention Bar * NOTE: Ratchet Handle to be mounted on Driver Side of the body		

ITEM 14

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	RUGBY DOUBLE ACTING ELEC / HYD HOIST, MODEL SR-4020ED * NTEA Class 40 sub-frame scissor hoist, 11.7 ton capacity with 9' body * Hoist includes a Safety Prop & cab mounted Body Up Warning Light * Controller is loose in the cab, with 2' additional wire lead <i>(This enables use of controller from outside the truck, if so desired)</i>		
1	* Hoist Power Unit Cable for Crew Cab chassis (Ford, Ram or GM)		
1	FULL PLATE ICC BUMPER WITH COMBO HITCH, PINTLE & 2-5/16" BALL * Bumper includes 2 heavy duty D-Rings for safety chains		
1	TRAILER PLUG RECEPTACLE, 7 PRONG RV TYPE (2020 & Up Ford)		
1	SUPPLY & INSTALL BACK UP ALARM (97db)		
1	SUPPLY & INSTALL AMBER, LED BEACON STROBE LIGHT * To be mounted on a Self-Leveling Bracket, on front of Cab Shield * Wired to factory up-fitter switch in the cab		
1	* Self-Leveling Bracket for Strobe Light Mounting		
1	DELIVER FINISHED TRUCK TO DEALER		

SUBTOTAL	\$11,850.00
SALES TAX	\$0.00
TOTAL	\$11,850.00

Suggested Items:

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE	CIRCLE "YES" TO ADD
				Yes

Customer must fill out the information below before the order can be processed...

Quote #**BC004141**

Accepted by:		Date:		PO#:	
Please Fill In All Truck Information					
Dejana Pool Chassis	<input type="checkbox"/>	Dealer Chassis	<input type="checkbox"/>	Dealer Drop Ship Chassis	<input type="checkbox"/>
Make	_____	Model	_____	Color	_____
Stock #	_____	Factory Order #	_____	VIN	_____
Year	_____	Ready for Pickup (if dealer chassis)	Yes <input type="checkbox"/>	No	<input type="checkbox"/>

IF THIS WILL BE A DEALER CHASSIS, PLEASE ATTACH DORA/SPEC SHEET OR FACTORY INVOICE.

- ◆ **PLEASE SIGN THE QUOTE & INCLUDE A COPY OF THE MUNI P.O.**
- ◆ **Return the signed Quote to Dave Schoennagel dschoennagel@dejana.com**
- ◆ Labor and installation are included in all pricing, unless otherwise noted.
- ◆ Quoted price does not include any applicable taxes.
- ◆ Terms: Net Due Upon Receipt, unless credit arrangements were made previously.
- ◆ Note: If chassis is furnished, it is a convenience & terms remain Net Due Upon Receipt.
- ◆ To our valued Open Account Customers: This invoice amount is for Cash, Check or ACH Payment. *A 2% processing fee will be applied to credit card payments.*

Due to unforeseen increases in supplier lead times on all bodies & equipment, dealers should use 180 days floor plan expense (from receipt of chassis) in their final cost calculations.

**REFERENCE: Worcester County, MD
RFQ, 9' Dump Truck**

ITEM 14

CHESAPEAKE FORD

2024 F-250 4x4 SD Crew Cab 6.75' box 160" WB SRW XL (W2B)

Price Level: 420



Client Proposal

Prepared by:

STEVE ABBOTT

Office: 410-682-3156

Quote ID: 816233

Date: 08/18/2023



Chesapeake Ford | 8540 Pulaski Hwy, BALTIMORE, Maryland, 21237

Office: 410-682-3156

14 - 17₁



Prepared by: STEVE ABBOTT

08/18/2023

Chesapeake Ford | 8540 Pulaski Hwy BALTIMORE Maryland | 21237

2024 F-250 4x4 SD Crew Cab 6.75' box 160" WB SRW XL (W2B)

Price Level: 420 | Quote ID: 816233

Warranty

Standard Warranty

Basic Warranty

Basic warranty

36 months/36,000 miles

Powertrain Warranty

Powertrain warranty

60 months/60,000 miles

Corrosion Perforation

Corrosion perforation warranty

60 months/unlimited

Roadside Assistance Warranty

Roadside warranty

60 months/60,000 miles

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: STEVE ABBOTT

08/18/2023

Chesapeake Ford | 8540 Pulaski Hwy BALTIMORE Maryland | 21237

2024 F-250 4x4 SD Crew Cab 6.75' box 160" WB SRW XL (W2B)

Price Level: 420 | Quote ID: 816233

As Configured Vehicle

Description	MSRP
-------------	------

Base Vehicle

Base Vehicle Price (W2B)	\$51,560.00
--------------------------	-------------

Packages

Order Code 600A	N/C
-----------------	-----

Includes:

- Engine: 6.8L 2V DEVCT NA PFI V8 Gas
Flex fuel.

- Transmission: TorqShift-G 10-Speed Automatic

Includes SelectShift and selectable drive modes: normal, eco, slippery roads, tow/haul and off-road.

- GVWR: 10,000 lb Payload Package

- Tires: LT245/75Rx17E BSW A/S

Spare may not be the same as road tire.

- Wheels: 17" Argent Painted Steel

Includes painted hub covers/center ornaments.

- HD Vinyl 40/20/40 Split Bench Seat

Includes center armrest, cupholder, storage and driver's side manual lumbar.

- Radio: AM/FM Stereo w/MP3 Player

Includes 4 speakers.

- SYNC 4

Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with app catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owner's manual.

Powertrain

Engine: 6.8L 2V DEVCT NA PFI V8 Gas	Included
-------------------------------------	----------

Flex fuel.

Transmission: TorqShift-G 10-Speed Automatic	Included
--	----------

Includes SelectShift and selectable drive modes: normal, eco, slippery roads, tow/haul and off-road.

Electronic-Locking w/3.73 Axle Ratio	\$430.00
--------------------------------------	----------

GVWR: 10,000 lb Payload Package	Included
---------------------------------	----------

Wheels & Tires

Tires: LT245/75Rx17E BSW A/S	Included
------------------------------	----------

Spare may not be the same as road tire.

Wheels: 17" Argent Painted Steel	Included
----------------------------------	----------

Includes painted hub covers/center ornaments.

Seats & Seat Trim

HD Vinyl 40/20/40 Split Bench Seat	Included
------------------------------------	----------

Includes center armrest, cupholder, storage and driver's side manual lumbar.

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: STEVE ABBOTT

08/18/2023

Chesapeake Ford | 8540 Pulaski Hwy BALTIMORE Maryland | 21237

2024 F-250 4x4 SD Crew Cab 6.75' box 160" WB SRW XL (W2B)

Price Level: 420 | Quote ID: 816233

As Configured Vehicle (cont'd)

Description	MSRP
Other Options	
160" Wheelbase	STD
Monotone Paint Application	STD
Radio: AM/FM Stereo w/MP3 Player <i>Includes 4 speakers</i>	Included
<i>Includes:</i> - SYNC 4 <i>Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with app catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owner's manual.</i>	
190 Amp Alternator	Included
Platform Running Boards	\$445.00
Tough Bed Spray-In Bedliner <i>Includes tailgate-guard, black box bed tie-down hooks and black bed attachment bolts.</i>	\$595.00
120V/400W Outlet <i>Includes 1 in-dash mounted outlet.</i>	\$175.00
Fleet Options	
Fleet Customer Powertrain Limited Warranty	N/C
Requires valid FIN code.	
<i>Ford is increasing the 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles. Only Fleet purchasers with a valid Fleet Identification Number (FIN code) will receive the extended warranty. When the sale is entered into the sales reporting system with a sales type fleet along with a valid FIN code, the warranty extension will automatically be added to the vehicle. The extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains. Dealers can check for the warranty extension on eligible fleet vehicles in OASIS. Please refer to the Warranty and Policy Manual section 3.13.00 Gas Engine Commercial Warranty. This change will also be reflected in the printed Warranty Guided distributed with the purchase of every new vehicle.</i>	
Emissions	
50-State Emissions System	STD
Exterior Color	
Oxford White	N/C
Interior Color	
Medium Dark Slate w/HD Vinyl 40/20/40 Split Bench Seat	N/C
SUBTOTAL	\$53,205.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

ITEM 14



Prepared by: STEVE ABBOTT
08/18/2023

Chesapeake Ford | 8540 Pulaski Hwy BALTIMORE Maryland | 21237

2024 F-250 4x4 SD Crew Cab 6.75' box 160" WB SRW XL (W2B)

Price Level: 420 | Quote ID: 816233

As Configured Vehicle (cont'd)

Description	MSRP
Destination Charge	\$1,995.00
TOTAL	\$55,200.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: STEVE ABBOTT

08/18/2023

Chesapeake Ford | 8540 Pulaski Hwy BALTIMORE Maryland | 21237

2024 F-250 4x4 SD Crew Cab 6.75' box 160" WB SRW XL (W2B)

Price Level: 420 | Quote ID: 816233

Pricing Summary - Single Vehicle

	MSRP
<i>Vehicle Pricing</i>	
Base Vehicle Price	\$51,560.00
Options	\$1,645.00
Colors	\$0.00
Upfitting	\$0.00
Fleet Discount	\$0.00
Fuel Charge	\$0.00
Destination Charge	\$1,995.00
Total	\$55,200.00

Customer Signature

Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Fleet/Government Sales

8800 Stanford Blvd. Columbia, MD 21045

08/15/2023

Worcester County

Quote for 2024 Ford F-550 Crew Cab 4x4 179" WB.

Vehicle	2024 Ford F-550 Crew Cab 4x4" 179 WB	\$66,734.70
EQ	660A XL Trim-Power Equip Group, Bluetooth, Backup Camera, Trailer Tow Package, Trailer Tow Mirrors (INC Brake Controller)	
99T	6.7L V8 Diesel Engine	
44U	10 Speed Auto Trans	
X4N	4.10 Limited Slip Rear	
18B	Platform Running Boards	
41H	Engine Block Heater	
473	Snowplow Prep	
66S	Upfitter Switches	
67A	350 Amp Alt	
86M	Dual Batteries	
153	Front Tag Bracket	
IBQ	Intercon Body Quote (See Attached)	\$23,322.00
GPC	Ford Price Concession	(\$1,000.00)
***	Apple Meets Or Exceeds All Specs	***
Color	Oxford White	
Interior	40/20/40 Vinal	
Delivery Days	195	
	Net Price Per (1) Unit:	\$89,056.70

Please contact me with any questions, changes, or to finalize your order. I look forward to hearing from you. You can reach me at 443-539-1223 or by e-mail at: jskipper@appleford.com.

Thank you,
Justin Skipper



Quote

INTERCON TRUCK of BALTIMORE, INC.

1200 Pauls Lane
 Joppa, MD. 21085
 Tel (410) 679-4900 Fax (410) 679-3117
 Intercontruck.com

Quote Number: 0029973
 Order Date: 8/14/2023
 Terms: NET 10 DAYS

Quoted By: CW
 Customer Number: APP100
 Work Order #:

Sold To:
 APPLE FORD
 8800 STANFORD BOULEVARD
 COLUMBIA, MD 21045

Ship To:
 APPLE FORD
 8800 STANFORD BOULEVARD
 COLUMBIA, MD 21045

Attention: JUSTIN SKIPPER

F.O.B.

QTY	DESCRIPTION	Unit Price	Amount
1.00	* WORCESTER COUNTY DPW DUMP BODY PROJECT ----- FURNISH AND INSTALL THE FOLLOWING TRUCK EQUIPMENT PRODUCTS: ----- Class V trailer hitch, 7 spade RV and four pin plug - Nine feet long Air-Flo Pro-Class dump body with 17in sides and 23in tailgate 1/4 cab shield Backup alarm Body prop EXCEPTION Top rail is flat where sideboard would be placed, then is rounded downward toward outside of body Forward tailgate release Full-width rear bolt-on spreader apron EXCEPTION Single wall tailgate with chain slips Single lever drop down tailgate release Full-depth rear corner posts with chain holders Full-height front radii corner posts Heavy duty tailgate hardware with grease fittings 10 gauge high strength steel floor Recessed shock mounted LED lights EXCEPTION 5in structural steel long-sills with 3in structural steel cross sills (stacked) Double-acting electrical hydraulic scissor hoist Single stage cylinder Electric/hydraulic power unit assembly Self-contained hydraulic reservoir In-cab tethered handheld control to raise and lower dump body Ground crank arm style mesh tarp system mounted on cab shield Ground crank mounted on side of body behind driver side rear door	23,322.00	23,322.00

Continued



Quote

INTERCON TRUCK of BALTIMORE, INC.

1200 Pauls Lane
 Joppa, MD. 21085
 Tel (410) 679-4900 Fax (410) 679-3117
 Intercontruck.com

Quote Number: 0029973
 Order Date: 8/14/2023
 Terms: NET 10 DAYS

Quoted By: CW
 Customer Number: APP100
 Work Order #:

Sold To:
 APPLE FORD
 8800 STANFORD BOULEVARD
 COLUMBIA, MD 21045

Ship To:
 APPLE FORD
 8800 STANFORD BOULEVARD
 COLUMBIA, MD 21045

Attention: JUSTIN SKIPPER

F.O.B.

QTY	DESCRIPTION	Unit Price	Amount
	Trailer towing package mounted on rear of truck Fabricated from structural steel plate and electrically welded in place One combination pintle hook with 2 5/16in ball (inserted into above stated Class V trailer hitch with hitch pin) 7 prong light socket (stated above as 7 spade RV and four pin plug) EXCEPTION Powder coat black with white paint top coat to match factory exterior color of vehicle. LED strobe light mounted with self-leveling bracket on cab shield ----- ----- 29973 -----		

<p>Please Circle Any Desired Options.</p> <p>Prices good for 15 days. <i>Federal or state taxes apply unless tax exempt.</i></p> <p>THERE IS A 3% PROCESSING FEE ON ALL CREDIT CARD ORDERS OVER \$3000.00 All equipment requiring computer reprogramming at vehicle dealership is customers responsibility. A 20% Restocking Fee will be applied to returns of ALL special order merchandise and parts.</p>	<p>Net Order: 23,322.00 Freight: 0.00 Sales Tax: 0.00 Order Total: 23,322.00</p>
--	--

Order Confirmation - Email all signed orders to MDORDERS@INTERCONTRUCK.COM

Signature _____ Date _____
 Stock/VIN #: _____ PO #: _____



Fleet/Government Sales

8800 Stanford Blvd. Columbia, MD 21045

08/15/2023

Worcester County

Quote for 2024 Ford F-250 Crew Cab 4x4 6 1/2ft bed.

Vehicle	2024 Ford F-250 Crew Cab 4x4 160" WB	\$51,043.64
EQ	600A XL Trim-Power Equip Group, Bluetooth, Backup Camera, Trailer Tow Package, Trailer Tow Mirrors (INC Brake Controller)	
996	6.8L V8 Gas Engine	
44U	10 Speed Auto Trans	
X37	3.73 Rear End E-Locking	
18B	Platform Running Boards	
473	Snow Plow Prep	
66S	Upfitter Switches	
67E	250 AMP ALT	
85S	ToughBed Spray In Bed Liner (FORD)	
153	Front Tag Bracket	
GPC	Ford Price Concession	(\$1,000.00)
***	Apple Meets Or Exceeds All Specs	***
Color	Oxford White	
Interior	40/20/40 Vinal	
Delivery Days	195	
	Net Price Per (1) Unit:	\$50,043.64

Please contact me with any questions, changes, or to finalize your order. I look forward to hearing from you. You can reach me at 443-539-1223 or by e-mail at: Jskipper@AppleFord.com.

Thank you,
Justin Skipper

LINDAY

CNGP530

VEHICLE ORDER CONFIRMATION

07/31/23 11:10:47

==>

Dealer: F27016

2024 F-SERIES SD

Page: 1 of 1

Order No: 5000 Priority: L1 Ord FIN: QS133 Order Type: 5B Price Level: 41

Ord PEP: 660A Cust/Flt Name: WORCESTER PO Number:

	RETAIL		RETAIL
W5H	F550 4X4 CRW CC \$59690	18B	PLAT RUNNING BD \$445
	179" WHEELBASE		18000# GVWR PKG
Z1	OXFORD WHITE	425	50 STATE EMISS NC
A	VNYL 40/20/40	473	SNOW PLOW PREP 250
S	MED DARK SLATE	512	SPARE TIRE/WHL2 350
660A	PREF EQUIP PKG	61J	JACK NC
	.XL TRIM	65Z	AFT AXLE TANK NC
572	.AIR CONDITIONER NC	67A	350 AMP ALTRNTR NC
	.AMFM/MP3/CLK		
99T	6.7L V8 DIESEL 9995		TOTAL BASE AND OPTIONS 72725
44G	10-SPD AUTOMATC NC		TOTAL 72725
TGJ	225 BSW AP 19.5		*THIS IS NOT AN INVOICE*
X41	4.10 REG AXLE NC		
	FLEET SPCL ADJ NC		* MORE ORDER INFO NEXT PAGE *
	FRT LICENSE BKT NC		F8=Next

F2=Return to Order

F3/F12=Veh Ord Menu

CNGP530

VEHICLE ORDER CONFIRMATION

07/31/23 11:12:3

==>

Dealer: F2701

2024 F-SERIES SD

Page: 2 of 2

Order No: 5000 Priority: L1 Ord FIN: QS133 Order Type: 5B Price Level: 41

Ord PEP: 660A Cust/Flt Name: WORCESTER PO Number:

	RETAIL		RETAIL
86M	DUAL BATTERY NC		
	SP DLR ACCT ADJ		
	SP FLT ACCT CR		
	FUEL CHARGE		
B4A	NET INV FLT OPT NC		
	DEST AND DELIV 1995		

Delivered w/upfit : \$90,800

* NOTE exceptions on Body Quote *

TOTAL BASE AND OPTIONS 72725

TOTAL 72725

THIS IS NOT AN INVOICE

F7=Prev

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit

F5=Add to Library

S099 - PRESS F4 TO SUBMIT



Quote

Page: 1

INTERCON TRUCK of BALTIMORE, INC.

1200 Pauls Lane
Joppa, MD. 21085

Tel (410) 679-4900 Fax (410) 679-3117
intercontruck.com

Quote Number: 0029859
Order Date: 8/2/2023
Terms: NET 30 DAYS

Quoted By: CW
Customer Number: LIN108
Work Order #:

Sold To:
LINDSAY FORD
11250 VEIRS MILL ROAD
Silver Spring, MD 20902

Ship To:
LINDSAY FORD
11250 VEIRS MILL ROAD
Silver Spring, MD 20902

Attention: DAN PADEROSKY

F.O.B. WHEATON, MD

QTY	DESCRIPTION	Unit Price	Amount
1.00	<p>* WORCESTER COUNTY DPW DUMP BODY PROJECT ----- FURNISH AND INSTALL THE FOLLOWING TRUCK EQUIPMENT PRODUCTS: ----- Class V trailer hitch, 7 spade RV and four pin plug - Nine feet long Air-Flo Pro-Class dump body with 17in sides and 23in tailgate 1/4 cab shield Backup alarm Body prop EXCEPTION Top rail is flat where sideboard would be placed, then is rounded downward toward outside of body Forward tailgate release Full-width rear bolt-on spreader apron EXCEPTION Single wall tailgate with chain slips Single lever drop down tailgate release Full-depth rear corner posts with chain holders Full-height front radii corner posts Heavy duty tailgate hardware with grease fittings 10 gauge high strength steel floor Recessed shock mounted LED lights EXCEPTION 5in structural steel long-sills with 3in structural steel cross sills (stacked) Double-acting electrical hydraulic scissor hoist Single stage cylinder Electric/hydraulic power unit assembly Self-contained hydraulic reservoir In-cab tethered handheld control to raise and lower dump body Ground crank arm style mesh tarp system mounted on cab shield Ground crank mounted on side of body behind driver side rear door</p>	23,322.00	23,322.00
			Continued



Quote

INTERCON TRUCK of BALTIMORE, INC.

1200 Pauls Lane
 Joppa, MD. 21085
 Tel (410) 679-4900 Fax (410) 679-3117
 Intercontruck.com

Quote Number: 0029859
 Order Date: 8/2/2023
 Terms: NET 30 DAYS

Quoted By: CW
 Customer Number: LIN108
 Work Order #:

Sold To:
 LINDSAY FORD
 11250 VEIRS MILL ROAD
 Silver Spring, MD 20902

Ship To:
 LINDSAY FORD
 11250 VEIRS MILL ROAD
 Silver Spring, MD 20902

Attention: DAN PADEROFSKY F.O.B. WHEATON, MD

QTY	DESCRIPTION	Unit Price	Amount
	Trailer towing package mounted on rear of truck Fabricated from structural steel plate and electrically welded in place One combination pintle hook with 2 5/16in ball (inserted into above stated Class V trailer hitch with hitch pin) 7 prong light socket (stated above as 7 spade RV and four pin plug) EXCEPTION Powder coat black with white paint top coat to match factory exterior color of vehicle. LED strobe light mounted with self-leveling bracket on cab shield ----- ----- 29859 -----		

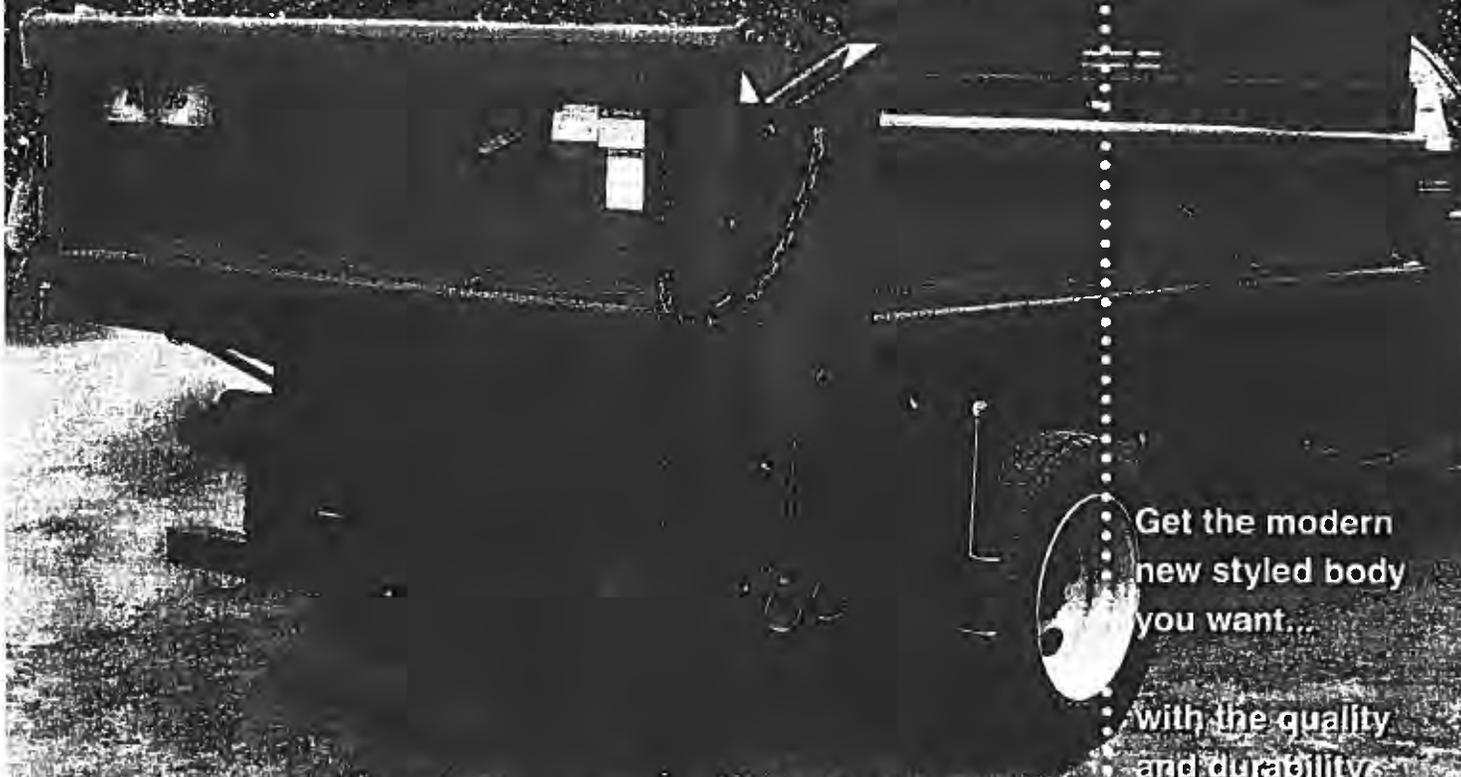
Please Circle Any Desired Options. Prices good for 15 days. Federal or state taxes apply unless tax exempt.	Net Order: 23,322.00
THERE IS A 3% PROCESSING FEE ON ALL CREDIT CARD ORDERS OVER \$3000.00	Freight: 0.00
All equipment requiring computer reprogramming at vehicle dealership is customers responsibility.	Sales Tax: 0.00
A 20% Restocking Fee will be applied to returns of ALL special order merchandise and parts.	Order Total: 23,322.00

Order Confirmation - Email all signed orders to MDORDERS@INTERCONTRUCK.COM

Signature _____ Date _____
 Stock/VIN #: _____ PO #: _____

Dump Bodies & Scissor Hoists

Model PCS



Get the modern
new styled body
you want...

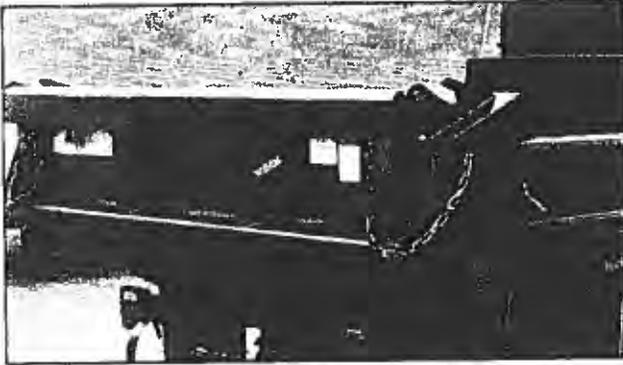
with the quality
and durability
you need...

With a *Pro-Class*[®]
Series body - only
from Air-Flo!

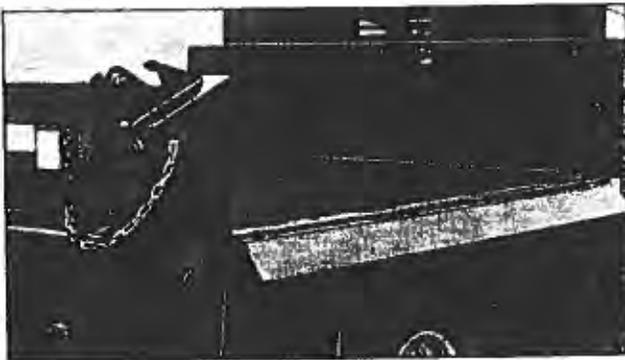
Air-flo[®]
TRUCK BODIES

Pro-Class[®] Dump Body

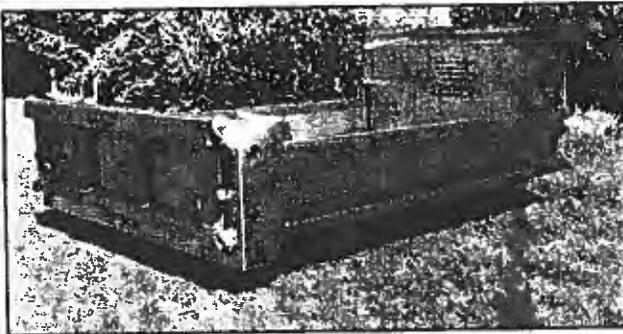
Pro-Class® Series



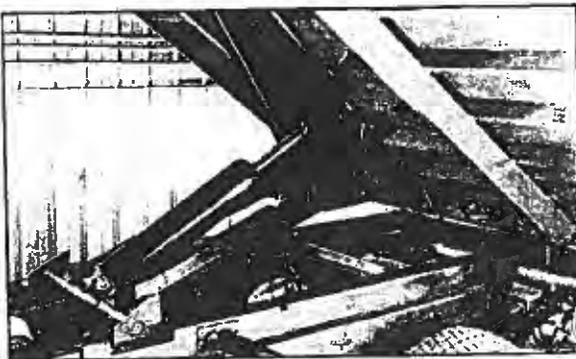
The single handle tailgate latching system allows for fast and convenient tailgate lowering.



Pro-Class® body with drop side option. Hinged sides drop completely vertical. Sides can be easily removed to convert your dump body to a flat bed type body.



Stainless Steel Pro-Class® Option. Crossmemberless floor and single sheet side wall design with polished 201 stainless steel construction will keep this body shining for years.



The advanced designed scissor hoist provides unmatched load lifting power with load dumping stability. The entire floor is supported by 3" structural channel cross members on 12" centers.

Features

All of the body's horizontal lines and gussets have smooth rounded corners for a classy modern appearance.

The body sides are constructed of (2) sheets of 10 ga. steel for unsurpassed strength and durability.

The double wall sides form a fully boxed top rail and include 45 sloped, dirt shedding subrails.

The 94" wide body is fully welded and made of 10 ga. steel throughout.

The passenger side mounted single handle tailgate latching system makes tailgate operations simple, safe and easy.

The body under structure is built with 3" structural steel channels spaced every 12" and supported by 5" structural channel longitudinals.

The high lift capacity scissor hoist with factory installed body prop is standard equipment.

Body Specifications

8'	12"	2 Yd.	PCS-8-2	12 Ton	1395
8'	17"	3 Yd.	PCS-8-3	12 Ton	1498
9'	12"	2.3 Yd.	PCS-9-2	11 Ton	1488
9'	17"	3.2 Yd.	PCS-9-3	11 Ton	1604
10'	12"	2.5 Yd.	PCS-10-2	10 Ton	1594
10'	17"	3.5 Yd.	PCS-10-3	10 Ton	1698
11'	12"	3 Yd.	PCS-11-2	9 Ton	1688
11'	17"	4 Yd.	PCS-11-3	9 Ton	1797
12'	12"	3.2 Yd.	PCS-12-2	9 Ton	1788
9-SS*	17"	3.2 Yd.	PCS-9-3-SS-U	11 Ton	1650
11-SS*	17"	4 Yd.	PCS-11-3-SS-U	9 Ton	2040

Hoist capacity rating is based on a 12" body overhang. Tonage capacity will be reduced if overhang is less than 12". *Stainless Steel Option Drop side option is not available on stainless steel or 12' bodies.

Hoist Specifications

20 / 40
5" x 16" / 5" x 20"
2"
3200 PSI
9.5"
510 lbs.

The combined weights of the truck chassis, hoist, body and cargo must not exceed the gross vehicle weight rating of the truck.

Air-Flo Manufacturing reserves the right to change design specifications and furnish products so altered without prior notice.

flo®

Air-Flo Manufacturing

365 Upper Oakwood Avenue, Elmira, NY 14903

phone. 607.733.8284

fax. 607.733.8397

www.airflo.com

ITEM 14

CNGP530

VEHICLE ORDER CONFIRMATION

07/31/23 10:55:09

==>

Dealer: F27016

2024 F-SERIES SD

Page: 1 of 1

Order No: 5000 Priority: L1 Ord FIN: QS133 Order Type: 5B Price Level: 415

Ord PEP: 600A Cust/Flt Name: WORCESTER

PO Number:

RETAIL		RETAIL	
W2B	F250 4X4 CREW/C \$51560	18B	PLAT RUNNING BD \$445
	160" WHEELBASE		10000# GVWR PKG
Z1	OXFORD WHITE	425	50 STATE EMISS NC
A	VNYL 40/20/40	473	SNOW PLOW PREP 250
S	MED DARK SLATE		JACK
600A	PREF EQUIP PKG	665	UPFITTER SWTCH 165
	.XL TRIM	67B	410 AMP ALTRNTR 115
572	.AIR CONDITIONER NC	85S	TOUGH BED 595
	.AMFM/MP3/CLK	86M	DUAL BATTERY 210
99A	.6.8L DEV V8 ENG NC		SP FLT ACCT CR
44F	10-SPD AUTOMATC NC		FUEL CHARGE
TD8	.LT245 BSW AS 17		DEST AND DELIV 1995
X3E	3.73 ELOCKING 430	TOTAL	BASE AND OPTIONS 55765
	JOB #1 BUILD	TOTAL	55765
	FRT LICENSE BKT NC	*THIS IS NOT AN INVOICE*	

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit F5=Add to Library

S099 - PRESS F4 TO SUBMIT

QC05710

Delivered: \$52,400

CRISWELL

CRISWELL AUTOMOTIVE
FLEET SALES



503 QUINCE ORCHARD ROAD, GAITHERSBURG, MD 20878
Scott Silverman • Fleet Sales Manager • fleet-man@msn.com • Direct: 301-948-5460 • Cell: 240-876-8233

August 17, 2023

Derrick Babcock
Worcester County Department of Public Works
6113 Timmons Road
Snow Hill Md, 21863

Proposal

1 ½ Ton 4x4 Crew Cab Truck with Dump Body
As per attached specifications
2024 Ford F-550 Super Duty Crew Cab XL
Body and Equipment by Dejana as attached.

\$95,675.00 Delivered to your location.

Vendor Is Criswell Ford of Woodstock LLC
430 Hover Rd
Woodstock, VA 22664

Tax ID# 84-4220321

Submitted by,

Scott Silverman
Fleet Sales Manager

**Criswell Fleet Sales**

Scott Silverman | 301-948-5460 | fleet-man@msn.com

Vehicle: [Fleet] 2024 Ford Super Duty F-550 DRW (W5H) XL 4WD Crew Cab 179" WB 60" CA (✓
Complete)

Weight Ratings**WEIGHT RATINGS**

Front Gross Axle Weight Rating:	6000 lbs
Rear Gross Axle Weight Rating:	13660 lbs
Gross Vehicle Weight Rating:	18000.00 lbs

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Data Version: 20210. Data Updated: Aug 16, 2023 6:40:00 PM PDT.



Criswell Fleet Sales

Scott Silverman | 301-948-5460 | fleet-man@msn.com

Vehicle: [Fleet] 2024 Ford Super Duty F-550 DRW (W5H) XL 4WD Crew Cab 179" WB 60" CA (✓
Complete)

Technical Specifications

Powertrain

Transmission

Drivetrain	Four Wheel Drive	Trans Order Code	44G
Trans Type	10	Trans Description Cont.	Automatic w/OD
Trans Description Cont. Again	N/A	First Gear Ratio (:1)	4.62
Second Gear Ratio (:1)	2.92	Third Gear Ratio (:1)	2.13
Fourth Gear Ratio (:1)	1.77	Fifth Gear Ratio (:1)	1.52
Sixth Gear Ratio (:1)	1.28	Reverse Ratio (:1)	4.70
Clutch Size	N/A	Trans Power Take Off	Yes
Final Drive Axle Ratio (:1)	N/A	Transfer Case Model	Electronic
Transfer Case Gear Ratio (:1), High	N/A	Transfer Case Gear Ratio (:1), Low	N/A
Transfer Case Power Take Off	Yes	Seventh Gear Ratio (:1)	1.00
Eighth Gear Ratio (:1)	0.85	Ninth Gear Ratio (:1)	N/A
Tenth Gear Ratio (:1)	N/A		

Mileage

EPA Fuel Economy Est - Hwy	N/A	Cruising Range - City	N/A
EPA Fuel Economy Est - City	N/A	Fuel Economy Est-Combined	N/A
Cruising Range - Hwy	N/A	Estimated Battery Range	N/A

Engine

Engine Order Code	99T	Engine Type	Intercooled Turbo Diesel V-8
Displacement	6.7 L/406	Fuel System	Diesel Direct Injection
SAE Net Horsepower @ RPM	330 @ 2200	SAE Net Torque @ RPM	950 @ 1800
Engine Oil Cooler	None		

Electrical

Cold Cranking Amps @ 0° F (Primary)	750	Cold Cranking Amps @ 0° F (2nd)	750
Cold Cranking Amps @ 0° F (3rd)	N/A	Maximum Alternator Capacity (amps)	190 & 160

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Scott Silverman | 301-948-5460 | fleet-man@msn.com

Vehicle: [Fleet] 2024 Ford Super Duty F-550 DRW (W5H) XL 4WD Crew Cab 179" WB 60" CA (Complete)

Powertrain

Cooling System

Total Cooling System Capacity N/A

Vehicle

Emissions

Tons/yr of CO2 Emissions @ 15K mi/year N/A EPA Greenhouse Gas Score N/A

Chassis

Weight Information

Standard Weight - Front	0.00 lbs	Standard Weight - Rear	0.00 lbs
Base Curb Weight	8146 lbs	Gross Axle Wt Rating - Front	6000 lbs
Gross Axle Wt Rating - Rear	13660 lbs	Curb Weight - Front	4209 lbs
Curb Weight - Rear	3189 lbs	Option Weight - Front	594.00 lbs
Option Weight - Rear	154.00 lbs	Reserve Axle Capacity - Front	1197.00 lbs
Reserve Axle Capacity - Rear	10317.00 lbs	As Spec'd Curb Weight	8146.00 lbs
As Spec'd Payload	9854.00 lbs	Maximum Payload Capacity	10602.00 lbs
Gross Combined Wt Rating	34500 lbs	Gross Axle Weight Rating	19660.00 lbs
Curb Weight	7398.00 lbs	Reserve Axle Capacity	11514.00 lbs
Total Option Weight	748.00 lbs	Payload Weight Front	0 lbs
Payload Weight Rear	0 lbs	Gross Vehicle Weight Rating	18000.00 lbs

Trailer

Dead Weight Hitch - Max Trailer Wt.	5000 lbs	Dead Weight Hitch - Max Tongue Wt.	500 lbs
Wt Distributing Hitch - Max Trailer Wt.	18500 lbs	Wt Distributing Hitch - Max Tongue Wt.	1850 lbs
Fifth Wheel Hitch - Max Trailer Wt.	24900 lbs	Fifth Wheel Hitch - Max Tongue Wt.	6225 lbs
Maximum Trailering Capacity	18500 lbs		

Frame

Frame Type	N/A	Sect Modulus Rails Only	N/A
Frame RBM	N/A	Frame Strength	N/A
Frame Thickness	N/A		

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Vehicle: [Fleet] 2024 Ford Super Duty F-550 DRW (W5H) XL 4WD Crew Cab 179" WB 60" CA (Complete)

Chassis

Suspension

Suspension Type - Front	Other	Suspension Type - Rear	Leaf
Spring Capacity - Front	6000 lbs	Spring Capacity - Rear	13660 lbs
Axle Type - Front	Non-Independent	Axle Type - Rear	Rigid Axle
Axle Capacity - Front	7000 lbs	Axle Capacity - Rear	13660 lbs
Axle Ratio (:1) - Front	4.10	Axle Ratio (:1) - Rear	4.10
Shock Absorber Diameter - Front	N/A	Shock Absorber Diameter - Rear	N/A
Stabilizer Bar Diameter - Front	N/A	Stabilizer Bar Diameter - Rear	N/A

Tires

Front Tire Order Code	TGJ	Rear Tire Order Code	TGJ
Spare Tire Order Code	512	Front Tire Size	LT225/70SR19.5
Rear Tire Size	LT225/70SR19.5	Spare Tire Size	Full-Size
Front Tire Capacity	7500 lbs	Rear Tire Capacity	15000 lbs
Spare Tire Capacity	N/A	Revolutions/Mile @ 45 mph - Front	647
Revolutions/Mile @ 45 mph - Rear	647	Revolutions/Mile @ 45 mph - Spare	N/A

Wheels

Front Wheel Size	19.5 X 6 in	Rear Wheel Size	19.5 X 6 in
Spare Wheel Size	Full-Size in	Front Wheel Material	Steel
Rear Wheel Material	Steel	Spare Wheel Material	Steel

Steering

Steering Type	Re-Circulating Ball	Steering Ratio (:1), Overall	N/A
Steering Ratio (:1), On Center	N/A	Steering Ratio (:1), At Lock	N/A
Turning Diameter - Curb to Curb	51.1 ft	Turning Diameter - Wall to Wall	N/A

Brakes

Brake Type	4-Wheel Disc	Brake ABS System	4-Wheel
Brake ABS System (Second Line)	4-Wheel	Disc - Front (Yes or)	Yes
Disc - Rear (Yes or)	Yes	Front Brake Rotor Diam x Thickness	15.4 in

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Vehicle: [Fleet] 2024 Ford Super Duty F-550 DRW (W5H) XL 4WD Crew Cab 179" WB 60" CA (Complete)

Chassis

Brakes

Rear Brake Rotor Diam x Thickness	15.8 in	Drum - Rear (Yes or)	N/A
Rear Drum Diam x Width	N/A		

Fuel Tank

Fuel Tank Capacity, Approx	40 gal	Aux Fuel Tank Capacity, Approx	N/A
Fuel Tank Location	N/A	Aux Fuel Tank Location	N/A

Dimensions

Interior Dimensions

Passenger Capacity	6	Front Head Room	40.8 in
Front Leg Room	43.9 in	Front Shoulder Room	66.7 in
Front Hip Room	62.5 in	Second Head Room	40.4 in
Second Leg Room	43.6 in	Second Shoulder Room	65.9 in
Second Hip Room	64.7 in		

Exterior Dimensions

Wheelbase	179 in	Length, Overall w/o rear bumper	N/A
Length, Overall w/rear bumper	N/A	Length, Overall	265.2 in
Width, Max w/o mirrors	80 in	Height, Overall	81.8 in
Overhang, Front	38.3 in	Overhang, Rear w/o bumper	47.2 in
Front Bumper to Back of Cab	N/A	Cab to Axle	60 in
Cab to End of Frame	107.2 in	Ground to Top of Load Floor	N/A
Ground to Top of Frame	N/A	Frame Width, Rear	34.2 in
Ground Clearance, Front	8.2 in	Ground Clearance, Rear	8.2 in
Body Length	0.00 ft	Cab to Body	N/A

Cargo Area Dimensions

Cargo Box Width @ Top, Rear	N/A	Cargo Box Width @ Floor	N/A
Cargo Box Width @ Wheelhousings	N/A	Cargo Box (Area) Height	N/A
Tailgate Width	N/A	Cargo Volume	N/A

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Vehicle: [Fleet] 2024 Ford Super Duty F-550 DRW (W5H) XL 4WD Crew Cab 179" WB 60" CA (Complete)

Dimensions

Cargo Area Dimensions

Ext'd Cab Cargo Volume N/A

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Vehicle: [Fleet] 2024 Ford Super Duty F-550 DRW (W5H) XL 4WD Crew Cab 179" WB 60" CA (Complete)

Selected Model and Options

MODEL

CODE	MODEL
W5H	2024 Ford Super Duty F-550 DRW XL 4WD Crew Cab 179" WB 60" CA

COLORS

CODE	DESCRIPTION
Z1	Oxford White

OPTIONS

CODE	DESCRIPTION
153	Front License Plate Bracket
18B	Platform Running Boards
44G	Transmission: TorqShift 10-Speed Automatic -inc: 10R140 w/neutral idle, SelectShift and selectable drive modes: normal, tow/haul, eco, slippery roads and off-road (STD)
473	Snow Plow Prep Package -inc: pre-selected springs (see order guide supplemental reference for springs/FGAWR of specific vehicle configurations), Note 1: Restrictions apply; see supplemental reference or body builders layout book for details, Note 2: Also allows for the attachment of a winch, Note 3: Highly recommended to add (86M) dual battery on 7.3L gas engine, Adding (67B) 410 amp dual alternators for diesel engine is highly recommended for max power output
512	Spare Tire & Wheel -inc: Excludes carrier, 6-Ton Hydraulic Jack
61J	6-Ton Hydraulic Jack
660A	Order Code 660A
67A	350 Amp Dual Alternators -inc: 190 Amp + 160 Amp
86M	Dual 68 AH/65 AGM Battery
99T	Engine: 6.7L 4V OHV Power Stroke V8 Turbo Diesel B20 -inc: Operator Commanded Regeneration (OCR), Diesel Exhaust Fluid (DEF) tank, intelligent oil-life monitor and manual push-button engine-exhaust braking, 4.10 Axle Ratio, Dual 68 AH/65 AGM Battery
AS	Medium Dark Slate, HD Vinyl 40/20/40 Split Bench Seat -inc: center armrest, cupholder, storage, 2-way adjustable driver/passenger headrests and driver's side manual lumbar
TGJ	Tires: 225/70Rx19.5G BSW A/P (STD)
X41	4.10 Axle Ratio
Z1	Oxford White

Options Total

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Vehicle: [Fleet] 2024 Ford Super Duty F-550 DRW (W5H) XL 4WD Crew Cab 179" WB 60" CA (✓
Complete)

Standard Equipment

Mechanical

Engine: 7.3L 2V DEVCT NA PFI V8 Gas (STD)

Transmission: TorqShift 10-Speed Automatic -inc: 10R140 w/neutral idle, SelectShift and selectable drive modes: normal, tow/haul, eco, slippery roads and off-road (STD)

4.88 Axle Ratio (STD)

50-State Emissions System

Transmission w/Oil Cooler

Electronic Transfer Case

Part-Time Four-Wheel Drive

78-Amp/Hr 750CCA Maintenance-Free Battery w/Run Down Protection

HD 250 Amp Alternator

Towing Equipment -inc: Brake Controller and Trailer Sway Control

Trailer Wiring Harness

10600# Maximum Payload

GVWR: 18,000 lbs Payload Package

HD Shock Absorbers

Front And Rear Anti-Roll Bars

Firm Suspension

Hydraulic Power-Assist Steering

40 Gal. Fuel Tank

Single Stainless Steel Exhaust

Dual Rear Wheels

Auto Locking Hubs

Front Suspension w/Coil Springs

Solid Axle Rear Suspension w/Leaf Springs

4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control

Upfitter Switches

Exterior

Wheels: 19.5" x 6" Argent Painted Steel -inc: Hub covers/center ornaments not included

Tires: 225/70R19.5G BSW A/P (STD)

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Vehicle: [Fleet] 2024 Ford Super Duty F-550 DRW (W5H) XL 4WD Crew Cab 179" WB 60" CA (Complete)

Exterior

Clearcoat Paint

Black Front Bumper w/Black Rub Strip/Fascia Accent and 2 Tow Hooks

Black Fender Flares

Black Side Windows Trim and Black Front Windshield Trim

Black Door Handles

Black Power Heated Side Mirrors w/Convex Spotter, Manual Folding and Turn Signal Indicator

Manual Extendable Trailer Style Mirrors

Fixed Rear Window

Light Tinted Glass

Variable Intermittent Wipers

Aluminum Panels

Front Splash Guards

Black Grille

Autolamp Auto On/Off Aero-Composite Halogen Daytime Running Lights Preference Setting Headlamps w/Delay-Off

Cab Clearance Lights

Perimeter/Approach Lights

Entertainment

Radio w/Seek-Scan, Clock and Speed Compensated Volume Control

Radio: AM/FM Stereo w/MP3 Player -inc: 6 speakers

Fixed Antenna

SYNC 4 Communications & Entertainment System -inc: enhanced voice recognition, 911 Assist, 8" LCD center stack screen, AppLink, 1 smart-charging USB port and trailer brake controller

2 LCD Monitors In The Front

Interior

4-Way Driver Seat -inc: Manual Recline and Fore/Aft Movement

4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement

60-40 Folding Split-Bench Front Facing Fold-Up Cushion Rear Seat

Manual Tilt/Telescoping Steering Column

Gauges -inc: Speedometer, Odometer, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Engine Hour Meter, Trip Odometer and Trip Computer

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Vehicle: [Fleet] 2024 Ford Super Duty F-550 DRW (W5H) XL 4WD Crew Cab 179" WB 60" CA (✓
Complete)

Interior

Power Rear Windows

FordPass Connect 4G Mobile Hotspot Internet Access

Rear Cupholder

Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button

Cruise Control w/Steering Wheel Controls

Manual Air Conditioning

HVAC -inc: Underseat Ducts

Illuminated Locking Glove Box

Interior Trim -inc: Chrome Interior Accents

Full Cloth Headliner

Urethane Gear Shifter Material

HD Vinyl 40/20/40 Split Bench Seat -inc: center armrest, cupholder, storage, 2-way adjustable driver/passenger headrests and driver's side manual lumbar

Day-Night Rearview Mirror

Passenger Visor Vanity Mirror

Full Overhead Console w/Storage and 2 12V DC Power Outlets

Fade-To-Off Interior Lighting

Front And Rear Map Lights

Full Vinyl/Rubber Floor Covering

Smart Device Remote Engine Start

Instrument Panel Covered Bin and Dashboard Storage

Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down

Delayed Accessory Power

Power Door Locks

Driver Information Center

Trip Computer

Outside Temp Gauge

Digital/Analog Appearance

Seats w/Vinyl Back Material

Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints

Securilock Anti-Theft Ignition (pats) Immobilizer

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 20210. Data Updated: Aug 16, 2023 6:40:00 PM PDT.



Criswell Fleet Sales

Scott Silverman | 301-948-5460 | fleet-man@msn.com

Vehicle: [Fleet] 2024 Ford Super Duty F-550 DRW (W5H) XL 4WD Crew Cab 179" WB 60" CA (Complete)

Interior

2 12V DC Power Outlets

Air Filtration

Safety-Mechanical

Driveline Traction Control

Safety-Exterior

Side Impact Beams

Safety-Interior

Dual Stage Driver And Passenger Seat-Mounted Side Airbags

Pre-Collision Assist with Automatic Emergency Braking (AEB)

Lane Departure Warning

Collision Mitigation-Front

Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters

Safety Canopy System Curtain 1st And 2nd Row Airbags

Dual Stage Driver And Passenger Front Airbags

Rear Child Safety Locks

WARRANTY

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Corrosion Years: 5

Corrosion Miles/km: Unlimited

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

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Data Version: 20210. Data Updated: Aug 16, 2023 6:40:00 PM PDT.



Criswell Fleet Sales

Scott Silverman | 301-948-5460 | fleet-man@msn.com

Vehicle: [Fleet] 2024 Ford Super Duty F-550 DRW (W5H) XL 4WD Crew Cab 179" WB 60" CA (Complete)



Note:Photo may not represent exact vehicle or selected equipment.

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 20210. Data Updated: Aug 16, 2023 6:40:00 PM PDT.

CRISWELL

DEJANA

Truck and Utility Equipment



QUOTE

New York, New England, Mid Atlantic
& Greater Philadelphia
490 Pulaski Rd Kings Park, NY 11754
Phone(631)544-9000 Fax(631)544-3501
WWW.DEJANA.COM

QUOTE #	BC004143
DATE	8/17/2023

BILL TO: CRISWELL AUTO
Scott Silverman
503 Quince Orchard Road
Gaithersburg, MD 20878

Phone: 301 948-0880
Fax: 301 948-1381
Email: fleet-man@msn.com

SHIP TO: CRISWELL AUTO
Scott Silverman
503 Quince Orchard Road
Gaithersburg, MD 20878

Phone: 301 948-0880
Fax: 301 948-1381

NOTE: Re-quoting may be required, dependent upon chassis availability

SALESPERSON	REFERENCE	P.O. REQUIRED	QUOTE VALID UNTIL
Dave Schoennagel	Worcester County, MD	Yes	10/16/2023

MAKE:	Ford / Chevrolet	MODEL:	F-550 / 5500	YEAR:	2024	SRW/DRW:	DRW
CAB TO AXLE:	60.0	WHEELBASE:		VIN:			
STOCK/ORDER NUMBER:	Dealer Chassis			TOTAL WEIGHT (LBS) OF ALL QUOTED ITEMS:			

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	RUGBY 9' 3/4 YARD RUGBY ELIMINATOR LP DUMP BODY * For a DRW chassis with a 60"CA * Side Height: 17" * Tail Gate Height: 23" * 10GA High grade steel construction * Double wall (10GA / 12GA) sides with 2 vertical braces * Dirt shedding rails; fully boxed top & sloped bottom rails * Double wall, fully boxed perimeter tail gate with 2 vertical braces * 5" Structural steel Long Sills * 3" I-Beam Cross Members on 16" centers * Patented Rugby EZ-Latch tail gate access * Rear rubber Mud Flaps with Anti-Sail Brackets installed * LED Marker Light Kit, includes S/T/T in rear corner posts		
1	* 1/4 Cab Shield (15"), for 3/4 yard Rugby Eliminator Dump Body		
1	* Supply & Install rear Tarp Bar Hooks for Steel Dump Body		
1	* Body Finish: Single Stage White Paint, to match the Cab		
1	SUPPLY & INSTALL DONOVAN MANUAL TARP AND ROLLER KIT * Fits 8' to 11' bodies & includes a standard Mesh Tarp * Includes a Ratcheting Handle & Rear Tarp Retention Bar * NOTE: Ratchet Handle to be mounted on Driver Side of the body		

ITEM 14

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	RUGBY DOUBLE ACTING ELEC / HYD HOIST, MODEL SR-4020ED * NTEA Class 40 sub-frame scissor hoist, 11.7 ton capacity with 9' body * Hoist includes a Safety Prop & cab mounted Body Up Warning Light * Controller is loose in the cab, with 2' additional wire lead <i>(This enables use of controller from outside the truck, if so desired)</i>		
1	* Hoist Power Unit Cable for Crew Cab chassis (Ford, Ram or GM)		
1	FULL PLATE ICC BUMPER WITH COMBO HITCH, PINTLE & 2-5/16" BALL * Bumper includes 2 heavy duty D-Rings for safety chains		
1	TRAILER PLUG RECEPTACLE, 7 PRONG RV TYPE (Specify Ford or Chevy)		
1	SUPPLY & INSTALL BACK UP ALARM (97db)		
1	SUPPLY & INSTALL AMBER, LED BEACON STROBE LIGHT * To be mounted on a Self-Leveling Bracket, on front of Cab Shield * Wired to factory up-fitter switch in the cab		
1	* Self-Leveling Bracket for Strobe Light Mounting		
1	DELIVER FINISHED TRUCK TO DEALER		

SUBTOTAL	\$11,850.00
SALES TAX	\$0.00
TOTAL	\$11,850.00

Suggested Items:

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE	CIRCLE "YES" TO ADD
				Yes

Customer must fill out the information below before the order can be processed...

Quote : **BC004143**

Accepted by:		Date:		PO#:	
Please Fill In All Truck Information					
Dejana Pool Chassis <input type="checkbox"/>		Dealer Chassis <input type="checkbox"/>		Dealer Drop Ship Chassis <input type="checkbox"/>	
Make _____		Model _____		Color _____	
Stock # _____		Factory Order # _____		VIN _____	
Year _____		Ready for Pickup (if dealer chassis)		Yes <input type="checkbox"/> No <input type="checkbox"/>	

IF THIS WILL BE A DEALER CHASSIS, PLEASE ATTACH DORA/SPEC SHEET OR FACTORY INVOICE.

- ◆ **PLEASE SIGN THE QUOTE & INCLUDE A COPY OF THE MUNI P.O.**
- ◆ **Return the signed Quote to Dave Schoennagel dschoennagel@dejana.com**
- ◆ Labor and installation are included in all pricing, unless otherwise noted.
- ◆ Quoted price does not include any applicable taxes.
- ◆ Terms: Net Due Upon Receipt, unless credit arrangements were made previously.
- ◆ Note: If chassis is furnished, it is a convenience & terms remain Net Due Upon Receipt.
- ◆ To our valued Open Account Customers: This invoice amount is for Cash, Check or ACH Payment. *A 2% processing fee will be applied to credit card payments.*

Due to unforeseen increases in supplier lead times on all bodies & equipment, dealers should use 180 days floor plan expense (from receipt of chassis) in their final cost calculations.

**REFERENCE: Worcester County, MD
RFQ, 9' Dump Truck**



Preview Order K003 - W2B 4x4 Crew Cab SRW: Order Summary Time of Preview: 08/17/2023 14:32:35 Receipt: NA

Dealership Name: Preston Ford

Sales Code : F27547

Dealer Rep.	Keith Jerman	Type	Retail	Vehicle Line	Superduty	Order Code	K003
Customer Name	X XXXXX	Priority Code	19	Model Year	2024	Price Level	420

DESCRIPTION	MSRP	DESCRIPTION	MSRP
F250 4X4 CREW CAB PICKUP/160	\$51560	FRONT LICENSE PLATE BRACKET	\$0
160 INCH WHEELBASE	\$0	PLATFORM RUNNING BOARDS	\$445
OXFORD WHITE	\$0	10000# GVWR PACKAGE	\$0
VINYL 40/20/40 SEATS	\$0	50 STATE EMISSIONS	\$0
MEDIUM DARK SLATE	\$0	120V/400W OUTLET	\$175
PREFERRED EQUIPMENT PKG.600A	\$0	SNOW PLOW PREP PACKAGE	\$250
.XL TRIM	\$0	JACK	\$0
.AIR CONDITIONING -- CFC FREE	\$0	WHEEL WELL LINERS FRONT & REAR	\$325
.AM/FM STEREO MP3/CLK	\$0	UPFITTER SWITCHES	\$165
.6.8L DEVCT NA PFI V8 ENGINE	\$0	250 AMP ALTERNATOR	\$85
10-SPEED AUTO TORQSHIFT-G	\$0	TOUGH BED SPRAY IN BEDLINER	\$595
.LT245/75R17E BSW ALL-SEASON	\$0	FUEL CHARGE	\$0
3.73 ELECTRONIC-LOCKING AXLE	\$430	PRICED DORA	\$0
JOB #1 ORDER	\$0	DESTINATION & DELIVERY	\$1995
CV LOT MANAGEMENT	\$0		
TOTAL BASE AND OPTIONS			MSRP \$56025
DISCOUNTS			NA
TOTAL			\$56025

Customer Name:
Customer Address:

Customer Email:

Customer Phone:

Customer Signature

Date

This order has not been submitted to the order bank.

This is not an invoice.



Worcester County Government
One West Market Street | Room 1103 | Snow Hill MD 21863-1195
(410) 632-1194 | (410) 632-3131 (fax) | admin@co.worcester.md.us | www.co.worcester.md.us

MEMORANDUM

TO: Worcester County Commissioners
FROM: Nicholas W. Rice, Procurement Officer
DATE: September 5, 2023
RE: Request to Contract – Pocomoke Library Design Services

The Worcester County Library is requesting approval to proceed with detailed design for a new library in the City of Pocomoke. The library is proposed to be 12,500sf including stacks, staff office space, community meeting rooms, children’s library, and reading spaces. JSD, Inc. proposes to provide professional services to develop detailed building, site and utility plans and specifications for future bidding of a new facility. The fee for services is \$468,301 and is inclusive of detailed design, construction documentation, bidding support and construction administration. The proposed AIA contract agreement is attached.

The attached document provided by the estimating firm includes a narrative of the steps that have been taken by the project team to reduce the overall project cost. The new construction total, based on 10% design, is \$7,426,254 or \$592.54 per square foot. This amount does included \$274,500 for the demolition of the existing building.

In order to proceed with 100% design documents, County Commissioner approval is requested for the attached proposal in the amount of \$468,301. The Library is applying for matching grant funds through the Maryland State Library Capital Grant program. There is \$5.3 million currently available for this project in assigned funds, which currently covers all design costs as well as the required 50% county match.

Should you have any questions, please feel free to contact me.

G.W.C. WHITING
(1883-1974)

WILLARD HACKERMAN
(1918-2014)

TIMOTHY J. REGAN
PRESIDENT & CEO

FOUNDED 1909

THE WHITING-TURNER CONTRACTING COMPANY

ENGINEERS AND CONTRACTORS

CONSTRUCTION MANAGEMENT
GENERAL CONTRACTING
DESIGN-BUILD
SPECIALTY CONTRACTING
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BUILDING INFORMATION MODELING
INTEGRATED PROJECT DELIVERY

100 WEST MAIN STREET
SALISBURY, MARYLAND 21801
410-677-3253

INSTITUTIONAL
COMMERCIAL
CORPORATE
TECHNOLOGY
INDUSTRIAL/PROCESS
INFRASTRUCTURE
SUSTAINABILITY

August 25, 2023

Jennifer Ranck, Director – Worcester County Libraries
Worcester County Government
1 West Market Street
Snow Hill, MD 21863

Re: Worcester County Pocomoke Library – Cost Estimate Narrative

Dear Jennifer,

Thank you for the opportunity to work with Worcester County and the entire project team on the preconstruction efforts for the Worcester County Pocomoke Library. Below is a narrative detailing the approach taken on the schematic design cost estimates for this project.

1) General Note:

- a. For the Worcester County Pocomoke Library (WCPL) the County Commissioners have provided a target construction project cost of **\$600 / SF**. The project is currently designed at the existing library location of 301 Market Street and includes razing the existing structure and building a modern replacement library on the same site. The following notes outline value management efforts made to align the project costs with the target budget. As the County establishes their comprehensive budget for this project, careful consideration needs to be taken regarding market inputs such as material and labor availability in coordination with concurrent local projects, bid timing, material cost escalation, and inflation which can have immediate and long-term impacts on cost estimates and bid results. Understanding what metrics are included in the construction costs is also critical, especially when comparing unit pricing to similar projects.
- b. Cost of Work versus Total Construction Project Costs: Cost of Work refers to hard costs or direct costs associated with labor, materials, and equipment for the trades / subcontracts which are necessary for the physical construction of the facility. Total project costs or soft costs include any expenses beyond the physical construction of the building such as permitting, professional services, furnishings, etc.

2) Scope Adjustments & Value Management:

- a. Reference the WCPL Cost Estimate Comparison Worksheet, **Exhibit 1**. This document shows a comparison of cost estimates dated **1/17/2023 (Exhibit 3)** to the most recent estimate dated **8/11/2023 (Exhibit 4)** for the Pocomoke Library. These are benchmark estimates which represent the evolution of

ITEM 15

the project design and cost. The variance column represents the cost changes between the two estimates on each line item, which captures steps taken by the project team to reduce project cost. Key changes are highlighted below, although this list is not comprehensive.

- b. Reduction of building gross square footage (GSF) by **-567** square feet reduced the overall cost of the project, noting that this has no impact on the unit price (\$/SF), but is a value management strategy when looking at total project cost.
- c. Geothermal – This scope was removed from the estimate which eliminates the initial installation cost for the wellfield. Once this system is omitted from the design, there is no opportunity to revert to a geothermal system because the equipment design variations are drastic, so the decision to remove this from the budget must be heavily considered against the lifecycle costs of alternate systems. A detailed analysis of this, including potential rebate programs for geothermal systems, can be provided by the Mechanical Engineer as they have historical cost data and performance information for the same. Also consider the possibility of additional design fees needed to re-analyze alternate system types in conjunction with energy modeling.
- d. Photovoltaic (PV) – This scope was removed from the estimate as there is an initial installation cost for the PV system and equipment. Provisions to make the building ‘PV Ready’ are a low-cost recommendation if there is a future desire to add this system, and a similar approach was taken at the Berlin Library. A more detailed analysis of this recommendation can be provided by the Electrical Engineer as they have historical cost data and performance information for the same.
- e. Cost Escalation year over year has been trending downward and stabilizing to pre-pandemic levels and is expected to track at 4% for 2023, 3-4% for 2024, and 4-5% for 2025. It should be noted that the current cost estimate carries an escalation contingency of only 3% which needs to be a consideration when established owner contingencies to cover potential shortfalls.

3) Estimate Review:

- a. The current estimated value of the Pocomoke library is **\$7,426,254 for construction, \$592.54 / GSF**. See notes below on how this compares to similar local projects.
- b. Estimates have been done using schematic design documents which require a high level of assumptions based on knowledge of this project type and having prior experience working with Worcester County. The level of detail and accuracy of cost estimates is improved as the design develops.
- c. With feedback from the project team, Whiting-Turner will need to further adjust this estimate to capture project components which will be funded by the County with funds dedicated for the construction project, and those costs which are funded separately. For example, on the 8/11/23 estimate, there are no Design Fees carried, as those are traditionally not considered a part of the

ITEM 15

construction cost. This differentiation needs to be understood when comparing \$ / SF numbers for different projects since this unit cost can be easily skewed.

4) Comparable Projects:

- a. **Worcester County Berlin Library (WCPL):** If we escalate the **\$576/SF (2018)** completion cost of the Berlin Library using an average inflation rate of only 5%, the Berlin Library would cost **\$735.74 / SF** to construction in today.
- b. **Selbyville Public Library (SPL):** Competitively bid in July of 2023, with a total construction cost of \$11,774,579.00 and a total of 14,686 SF, equaling **\$801.76 / SF**. Please make a detailed review of the attached estimate comparison worksheet, **Exhibit 2**, which compares the most current Pocomoke Library estimate to the Selbyville Public Library bid results from July of 2023. Pay particular attention to the '**\$ Variance**' column to see the differences in cost between the two projects.
 - i. Selbyville Library is a wage rate project, and the labor rate in Delaware is higher than what we see in Worcester / Wicomico. To make the adjustment for this wage differential, you would increase the **\$735.74 / SF (adjusted cost of the Berlin Library)** by 5% which equals **\$771.75 / SF**, and you will notice that this puts you closer to the unit cost of the Selbyville Library. One other comment is that bidding climate is much different now than it was 5 years ago, with a steady amount of work ongoing and bidding, the subcontractors have a healthy backlog, which results in higher bid results.
- c. Comparing a library project to a K-12 school project is not recommended due to the vastly different construction type, variations in program and usage, and overall project size.
- d. **Clarification on terminology:**
 - i. *Construction Cost includes bond, insurance, fee, CM contingency, General Conditions & General Requirements. **Construction Cost excludes owner related permitting, artwork, design fees, owner contingency, FFE, FFE Design.

Very Truly Yours,
THE WHITING-TURNER CONTRACTING COMPANY

Adam Leonard
Project Manager

ITEM 15

Worcester County Pocomoke Branch Library



EXHIBIT 1: ESTIMATE COMPARISON WORKSHEET

COST SUMMARY

DIVISION	13,100 GSF WCPL Estimate Dated 1/17/23			12,533 GSF WCPL Estimate Dated 8/11/23			\$ VARIANCE
	COST	\$/SF	% COW	COST	\$/SF	% COW	
1 General Requirements	\$ 322,903	\$ 24.65	5.42%	\$ 219,803	\$ 17.54	4.03%	= \$ (103,100)
2 Existing Conditions	\$ 34,500	\$ 2.63	0.58%	\$ 311,000	\$ 24.81	5.70%	= \$ 276,500
3 Concrete	\$ 396,659	\$ 30.28	6.66%	\$ 356,022	\$ 28.41	6.53%	= \$ (40,637)
4 Masonry	\$ 275,680	\$ 21.04	4.63%	\$ 174,000	\$ 13.88	3.19%	= \$ (101,680)
5 Metals	\$ 97,660	\$ 7.45	1.64%	\$ 97,660	\$ 7.79	1.79%	= \$ -
6 Wood, Plastics, and Composites	\$ 199,030	\$ 15.19	3.34%	\$ 193,664	\$ 15.45	3.55%	= \$ (5,366)
7 Thermal & Moisture Protection	\$ 873,278	\$ 66.66	14.67%	\$ 783,010	\$ 62.48	14.36%	= \$ (90,268)
8 Openings	\$ 223,660	\$ 17.07	3.76%	\$ 196,160	\$ 15.65	3.60%	= \$ (27,500)
9 Finishes	\$ 694,557	\$ 53.02	11.67%	\$ 672,032	\$ 53.62	12.32%	= \$ (22,525)
10 Specialties	\$ 70,985	\$ 5.42	1.19%	\$ 55,985	\$ 4.47	1.03%	= \$ (15,000)
11 Equipment	\$ 13,750	\$ 1.05	0.23%	\$ 13,750	\$ 1.10	0.25%	= \$ -
12 Furnishings	\$ 129,504	\$ 9.89	2.18%	\$ 124,968	\$ 9.97	2.29%	= \$ (4,536)
13 Special Construction	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	= \$ -
14 Conveying Systems	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	= \$ -
21 Fire Suppression	\$ 72,050	\$ 5.50	1.21%	\$ 68,932	\$ 5.50	1.26%	= \$ (3,119)
22 Plumbing	\$ 131,000	\$ 10.00	2.20%	\$ 125,330	\$ 10.00	2.30%	= \$ (5,670)
23 HVAC	\$ 1,023,250	\$ 78.11	17.19%	\$ 755,730	\$ 60.30	13.86%	= \$ (267,520)
25 Integrated Automation	\$ 45,850	\$ 3.50	0.77%	\$ 43,866	\$ 3.50	0.80%	= \$ (1,985)
26 Electrical	\$ 714,758	\$ 54.56	12.01%	\$ 670,499	\$ 53.50	12.30%	= \$ (44,259)
27 Communications	\$ 140,820	\$ 10.75	2.37%	\$ 106,631	\$ 8.51	1.96%	= \$ (34,189)
28 Electronic Safety & Security	\$ 62,350	\$ 4.76	1.05%	\$ 62,350	\$ 4.97	1.14%	= \$ -
31 Earthwork	\$ 128,202	\$ 9.79	2.15%	\$ 129,726	\$ 10.35	2.38%	= \$ 1,524
32 Exterior Improvements	\$ 172,857	\$ 13.20	2.90%	\$ 162,817	\$ 12.99	2.99%	= \$ (10,040)
33 Site Utilities	\$ 129,205	\$ 9.86	2.17%	\$ 129,205	\$ 10.31	2.37%	= \$ -
SUBTOTAL - COST OF WORK	\$ 5,952,507	\$ 454.39	100.00%	\$ 5,453,140	\$ 435.10	100.00%	\$ (499,367)
Preconstruction Services (Separate Funding)	\$ 38,000	\$ 2.90		\$ -	\$ -		= \$ (38,000)
Design and Estimating Contingency	\$ 501,964	\$ 38.32		\$ 178,767	\$ 14.26		= \$ (323,197)
Construction/CM Contingency	\$ 328,875	\$ 25.10		\$ 179,344	\$ 14.31		= \$ (149,531)
General Conditions	\$ 865,363	\$ 66.06		\$ 577,118	\$ 46.05		= \$ (288,245)
Liability Insurance	\$ 77,262	\$ 5.90		\$ 64,574	\$ 5.15		= \$ (12,688)
Whiting-Turner Bond	\$ 73,845	\$ 5.64		\$ 63,422	\$ 5.06		= \$ (10,422)
Whiting-Turner Fee	\$ 261,040	\$ 19.93		\$ 192,169	\$ 15.33		= \$ (68,871)
Builder's Risk Insurance	\$ 9,356	\$ 0.71		\$ 7,995	\$ 0.64		= \$ (1,361)
CONSTRUCTION TOTALS	\$ 8,108,213	\$ 618.95 / GSF		\$ 6,716,529	\$ 535.91 / GSF		\$ (1,391,683)
FF&E, Artwork, and AV	\$ 600,000	\$ 45.80		\$ 500,000	\$ 39.89		= \$ (100,000)
Permitting Fees	\$ 25,000	\$ 1.91		\$ 25,000	\$ 1.99		= \$ -
Escalation Contingency	\$ 478,068	\$ 36.49		\$ 184,725	\$ 14.74		= \$ (293,343)
CONSTRUCTION PROJECT TOTALS	\$ 9,211,281	\$ 703.15 / GSF		\$ 7,426,254	\$ 592.54 / GSF		\$ (1,785,027)
Owner's Costs (Below the line items)							
Architectural / Engineering Fees (Separate Funding)	\$ 520,000	\$ 39.69		\$ -	\$ -		= \$ (520,000)
Owner Contingency	\$ 178,575	\$ 13.63		\$ 109,063	\$ 8.70		= \$ (69,512)
FF&E Design	\$ 25,000	\$ 1.91		\$ 25,000	\$ 1.99		= \$ -
Testing & Inspection Costs	\$ 50,000	\$ 3.82		\$ 50,000	\$ 3.99		= \$ -
GRAND TOTAL PROJECT COST	\$ 9,984,856	\$ 762.20 / GSF		\$ 7,610,317	\$ 607.22 / GSF		\$ (2,374,539)



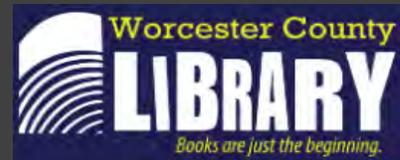
EXHIBIT 2: ESTIMATE COMPARISON WORKSHEET

COST SUMMARY

DIVISION	14,686 GSF Selbyville Bid Results			12,533 GSF WCPL Estimate Dated 8/11/23			\$ VARIANCE
	COST	\$/SF	% COW	COST	\$/SF	% COW	
1 General Requirements	\$ -	\$ -	0.00%	\$ 219,803	\$ 17.54	4.03%	= \$ 219,803
2 Existing Conditions	\$ 341,618	\$ 23.26	3.42%	\$ 311,000	\$ 24.81	5.70%	= \$ (30,618)
3 Concrete	\$ 499,300	\$ 34.00	5.00%	\$ 356,022	\$ 28.41	6.53%	= \$ (143,278)
4 Masonry	\$ -	\$ -	0.00%	\$ 174,000	\$ 13.88	3.19%	= \$ 174,000
5 Metals	\$ 823,008	\$ 56.04	8.25%	\$ 97,660	\$ 7.79	1.79%	= \$ (725,348)
6 Wood, Plastics, and Composites	\$ 1,382,037	\$ 94.11	13.85%	\$ 193,664	\$ 15.45	3.55%	= \$ (1,188,373)
7 Thermal & Moisture Protection	\$ 1,575,791	\$ 107.30	15.79%	\$ 783,010	\$ 62.48	14.36%	= \$ (792,782)
8 Openings	\$ 638,170	\$ 43.45	6.39%	\$ 196,160	\$ 15.65	3.60%	= \$ (442,010)
9 Finishes	\$ 1,139,808	\$ 77.61	11.42%	\$ 672,032	\$ 53.62	12.32%	= \$ (467,776)
10 Specialties	\$ 264,382	\$ 18.00	2.65%	\$ 55,985	\$ 4.47	1.03%	= \$ (208,397)
11 Equipment	\$ 11,000	\$ 0.75	0.11%	\$ 13,750	\$ 1.10	0.25%	= \$ 2,750
12 Furnishings	\$ 128,000	\$ 8.72	1.28%	\$ 124,968	\$ 9.97	2.29%	= \$ (3,032)
13 Special Construction	\$ 158,000	\$ 10.76	1.58%	\$ -	\$ -	0.00%	= \$ (158,000)
14 Conveying Systems	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	= \$ -
21 Fire Suppression	\$ 59,980	\$ 4.08	0.60%	\$ 68,932	\$ 5.50	1.26%	= \$ 8,952
22 Plumbing	\$ 156,000	\$ 10.62	1.56%	\$ 125,330	\$ 10.00	2.30%	= \$ (30,670)
23 HVAC	\$ 654,750	\$ 44.58	6.56%	\$ 755,730	\$ 60.30	13.86%	= \$ 100,980
25 Integrated Automation (Included in Div. 23)	\$ -	\$ -	0.00%	\$ 43,866	\$ 3.50	0.80%	= \$ 43,866
26 Electrical	\$ 726,452	\$ 49.47	7.28%	\$ 670,499	\$ 53.50	12.30%	= \$ (55,953)
27 Communications (Included in Div. 28)	\$ -	\$ -	0.00%	\$ 106,631	\$ 8.51	1.96%	= \$ 106,631
28 Electronic Safety & Security	\$ 543,667	\$ 37.02	5.45%	\$ 62,350	\$ 4.97	1.14%	= \$ (481,317)
31 Earthwork	\$ 855,696	\$ 58.27	8.57%	\$ 129,726	\$ 10.35	2.38%	= \$ (725,970)
32 Exterior Improvements	\$ 23,885	\$ 1.63	0.24%	\$ 162,817	\$ 12.99	2.99%	= \$ 138,932
33 Site Utilities	\$ -	\$ -	0.00%	\$ 129,205	\$ 10.31	2.37%	= \$ 129,205
SUBTOTAL - COST OF WORK	\$ 9,981,544	679.66	100.00%	\$ 5,453,140	\$ 435.10	100.00%	\$ (4,528,404)
Preconstruction Services (Separate Funding)	\$ -	\$ -		\$ -	\$ -		= \$ -
Design and Estimating Contingency	\$ -	\$ -		\$ 178,767	\$ 14.26		= \$ 178,767
Construction/CM Contingency	\$ 299,446	\$ 20.39		\$ 179,344	\$ 14.31		= \$ (120,102)
General Conditions	\$ 997,622	\$ 67.93		\$ 577,118	\$ 46.05		= \$ (420,504)
Liability Insurance	\$ 98,281	\$ 6.69		\$ 64,574	\$ 5.15		= \$ (33,707)
Whiting-Turner Bond	\$ 113,783	\$ 7.75		\$ 63,422	\$ 5.06		= \$ (50,361)
Whiting-Turner Fee	\$ 249,927	\$ 17.02		\$ 192,169	\$ 15.33		= \$ (57,758)
Builder's Risk Insurance	\$ 13,974	\$ 0.95		\$ 7,995	\$ 0.64		= \$ (5,979)
CONSTRUCTION TOTALS	\$ 11,754,577	\$ 800.39 / GSF		\$ 6,716,529	\$ 535.91 / GSF		\$ (5,038,048)
FF&E, Artwork, and AV	\$ 488,755	\$ 33.28		\$ 500,000	\$ 39.89		= \$ 11,245
Permitting Fees	\$ 211,617	\$ 14.41		\$ 25,000	\$ 1.99		= \$ (186,617)
Escalation Contingency	\$ 20,000	\$ 1.36		\$ 184,725	\$ 14.74		= \$ 164,725
CONSTRUCTION PROJECT TOTALS	\$ 12,474,949	\$ 849.44 / GSF		\$ 7,426,254	\$ 592.54 / GSF		\$ (5,048,695)
Owner's Costs							
Architectural / Engineering Fees (Separate Funding)	\$ -	\$ -		\$ -	\$ -		= \$ -
Owner Contingency	\$ 300,000	\$ 20.43		\$ 109,063	\$ 8.70		= \$ (190,937)
FF&E Design	\$ 33,000	\$ 2.25		\$ 25,000	\$ 1.99		= \$ (8,000)
Testing & Inspection Costs	\$ 45,000	\$ 3.06		\$ 50,000	\$ 3.99		= \$ 5,000
GRAND TOTAL PROJECT COST	\$ 12,852,949	\$ 875.18 / GSF		\$ 7,610,317	\$ 607.22 / GSF		\$ (5,242,632)



The Whiting-Turner Contracting Company
 100 West Main Street
 Salisbury, MD 21804
 410-677-3253
www.whiting-turner.com



Project Name: Worcester County Pocomoke Branch Library
Type of Estimate: Schematic Design Estimate
Estimate Date: January 17, 2023
Project Location: Pocomoke City, MD 21851
Owner: Worcester County Government
Whiting-Turner Contact: Adam Leonard
Whiting-Turner VP: Scott Saxman
Architect/Engineer: The Design Group
Document Set: Schematic Design Documents - dated 1.05.2023

Project Description: Construction of a new 13,000 square foot single story public library located on an adaptive reuse site in downtown Pocomoke City, MD.





Worcester County Pocomoke Branch Library
Schematic Design Estimate - 01/17/2023

MASTERFORMAT SUMMARY

DIVISION	BUILDING			SITE DEVELOPMENT			PROJECT TOTAL		
	13,100	GSF	BLDG	1.1	ACRE	SITE	13,100	GSF	
	COST	\$/SF	% COW	COST	\$/ACRE	% COW	COST	\$/SF	% COW
1 General Requirements	\$ 300,903	\$ 22.97	5.53%	\$ 22,000	\$ 19,557.55	4.29%	\$ 322,903	\$ 24.65	5.42%
2 Existing Conditions	\$ -	\$ -	0.00%	\$ 34,500	\$ 30,669.80	6.73%	\$ 34,500	\$ 2.63	0.58%
3 Concrete	\$ 396,659	\$ 30.28	7.29%	\$ -	\$ -	0.00%	\$ 396,659	\$ 30.28	6.66%
4 Masonry	\$ 275,680	\$ 21.04	5.07%	\$ -	\$ -	0.00%	\$ 275,680	\$ 21.04	4.63%
5 Metals	\$ 97,660	\$ 7.45	1.80%	\$ -	\$ -	0.00%	\$ 97,660	\$ 7.45	1.64%
6 Wood, Plastics, and Composites	\$ 199,030	\$ 15.19	3.66%	\$ -	\$ -	0.00%	\$ 199,030	\$ 15.19	3.34%
7 Thermal & Moisture Protection	\$ 873,278	\$ 66.66	16.05%	\$ -	\$ -	0.00%	\$ 873,278	\$ 66.66	14.67%
8 Openings	\$ 223,660	\$ 17.07	4.11%	\$ -	\$ -	0.00%	\$ 223,660	\$ 17.07	3.76%
9 Finishes	\$ 694,557	\$ 53.02	12.77%	\$ -	\$ -	0.00%	\$ 694,557	\$ 53.02	11.67%
10 Specialties	\$ 60,985	\$ 4.66	1.12%	\$ 10,000	\$ 8,889.80	1.95%	\$ 70,985	\$ 5.42	1.19%
11 Equipment	\$ 13,750	\$ 1.05	0.25%	\$ -	\$ -	0.00%	\$ 13,750	\$ 1.05	0.23%
12 Furnishings	\$ 129,504	\$ 9.89	2.38%	\$ -	\$ -	0.00%	\$ 129,504	\$ 9.89	2.18%
13 Special Construction	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
14 Conveying Systems	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
21 Fire Suppression	\$ 72,050	\$ 5.50	1.32%	\$ -	\$ -	0.00%	\$ 72,050	\$ 5.50	1.21%
22 Plumbing	\$ 131,000	\$ 10.00	2.41%	\$ -	\$ -	0.00%	\$ 131,000	\$ 10.00	2.20%
23 HVAC & Geothermal	\$ 1,023,250	\$ 78.11	18.81%	\$ -	\$ -	0.00%	\$ 1,023,250	\$ 78.11	17.19%
25 Integrated Automation	\$ 45,850	\$ 3.50	0.84%	\$ -	\$ -	0.00%	\$ 45,850	\$ 3.50	0.77%
26 Electrical & Solar	\$ 699,258	\$ 53.38	12.85%	\$ 15,500	\$ 13,779.18	3.03%	\$ 714,758	\$ 54.56	12.01%
27 Communications	\$ 140,820	\$ 10.75	2.59%	\$ -	\$ -	0.00%	\$ 140,820	\$ 10.75	2.37%
28 Electronic Safety & Security	\$ 62,350	\$ 4.76	1.15%	\$ -	\$ -	0.00%	\$ 62,350	\$ 4.76	1.05%
31 Earthwork	\$ -	\$ -	0.00%	\$ 128,202	\$ 113,968.99	25.03%	\$ 128,202	\$ 9.79	2.15%
32 Exterior Improvements	\$ -	\$ -	0.00%	\$ 172,857	\$ 153,666.49	33.74%	\$ 172,857	\$ 13.20	2.90%
33 Site Utilities	\$ -	\$ -	0.00%	\$ 129,205	\$ 114,860.61	25.22%	\$ 129,205	\$ 9.86	2.17%
SUBTOTAL - COST OF WORK	\$ 5,440,243	\$ 415.29	100.00%	\$ 512,264	\$ 455,392.42	100.00%	\$ 5,952,507	\$ 454.39	100.00%
Preconstruction Services	\$ 35,000	\$ 2.67	Fixed	\$ 3,000	\$ 2,666.94	Fixed	\$ 38,000	\$ 2.90	
Design and Estimating Contingency	\$ 476,201	\$ 36.35	8.00%	\$ 25,763	\$ 22,902.97	5.00%	\$ 501,964	\$ 38.32	
Construction/CM Contingency	\$ 303,262	\$ 23.15	5.00%	\$ 25,613	\$ 22,769.62	5.00%	\$ 328,875	\$ 25.10	
General Conditions	\$ 865,363	\$ 66.06	Fixed	\$ -	\$ -	Fixed	\$ 865,363	\$ 66.06	
Liability Insurance	\$ 71,898	\$ 5.49	0.90%	\$ 5,364	\$ 4,768.54	0.90%	\$ 77,262	\$ 5.90	
Whiting-Turner Bond	\$ 68,143	\$ 5.20	1.00%	\$ 5,702	\$ 5,068.52	1.00%	\$ 73,845	\$ 5.64	
Whiting-Turner Fee	\$ 240,886	\$ 18.39	3.50%	\$ 20,155	\$ 17,917.21	3.50%	\$ 261,041	\$ 19.93	
Builder's Risk Insurance	\$ 8,634	\$ 0.66	0.12%	\$ 722	\$ 641.53	0.12%	\$ 9,356	\$ 0.71	
CONSTRUCTION TOTALS	\$ 7,509,630	\$ 573.25 / GSF		\$ 598,583	\$ 532,127.74 / ACRE		\$ 8,108,213	\$ 618.95 / GSF	
FF&E, Artwork, and AV	\$ 600,000	\$ 45.80	Fixed	\$ -	\$ -	Fixed	\$ 600,000	\$ 45.80	
Permitting Fees	\$ 25,000	\$ 1.91	Fixed	\$ -	\$ -	Fixed	\$ 25,000	\$ 1.91	
Escalation Contingency	\$ 445,795	\$ 34.03	7.00%	\$ 32,273	\$ 28,689.72	6.00%	\$ 478,068	\$ 36.49	
CONSTRUCTION PROJECT TOTALS	\$ 8,580,425	\$ 654.99 / GSF		\$ 630,855	\$ 560,817.46 / ACRE		\$ 9,211,281	\$ 703.15 / GSF	
Owner's Costs									
Architectural / Engineering Fees	\$ 520,000	\$ 39.69	Fixed	\$ -	\$ -		\$ 520,000	\$ 39.69	
Owner Contingency	\$ 178,575	\$ 13.63	3.00%	\$ -	\$ -		\$ 178,575	\$ 13.63	
FF&E Design	\$ 25,000	\$ 1.91	Fixed	\$ -	\$ -		\$ 25,000	\$ 1.91	
Testing & Inspection Costs	\$ 50,000	\$ 3.82	Fixed	\$ -	\$ -		\$ 50,000	\$ 3.82	
GRAND TOTAL PROJECT COST	\$ 9,354,000	\$ 714.05 / GSF		\$ 630,855	\$ 560,817.46 / ACRE		\$ 9,984,856	\$ 762.20 / GSF	

BUILDING

DESCRIPTION	QTY	UNIT	UNIT \$	TOTAL	COMMENTS
01 GENERAL REQUIREMENTS					
01 50 00 Temporary Facilities and Controls					
General Requirements	1	ls	\$ 300,903.00	\$ 300,903	See GR tab for breakdown and more detail
01 70 00 Execution and Closeout Requirements					
TOTAL - DIV 1				\$ 300,903	
02 EXISTING CONDITIONS					
TOTAL - DIV 2				\$ -	
03 CONCRETE					
03 30 00 Cast in Place Concrete					
<u>Standard Foundations</u>					
Concrete Foundations	1	ls	\$ 146,355.00	\$ 146,355	
Rebar	1	ls	\$ 27,500.00	\$ 27,500	
Foundation Wall- Building Perimeter	103	cy	\$ 700.00	\$ 72,204	
<u>Slab on Grade</u>					
Slab on Grade - 4"	12,100	sf	\$ 11.00	\$ 133,100	Incl concrete, stone base, vapor barrier
Broom Finish Concrete	-	ls	\$ -	\$ -	See division 31
<u>Walls and Columns</u>					
Mock-Up of Site wall	1	ls	\$ 7,500.00	\$ 7,500	Concrete only
<u>Miscellaneous</u>					
Housekeeping Pads	500	sf	\$ 20.00	\$ 10,000	
03 40 00 Precast Concrete					
Precast Concrete - Architectural					
TOTAL - DIV 3				\$ 396,659	
04 MASONRY					
04 20 00 Unit Masonry					
CMU Foundation Walls - Building Shell	-	sf	\$ 46.00	\$ -	
Brick Veneer	6,892	sf	\$ 40.00	\$ 275,680	
04 40 00 Stone Assemblies					
Stone Cladding		sf	\$ -	\$ -	
TOTAL - DIV 4				\$ 275,680	
05 METALS					
05 10 00 Structural Metal Framing					
Structural Steel Material	10	ton	\$ 4,200.00	\$ 42,000	
Structural Steel Decking and Joist Material	1,344	sf	\$ 15.00	\$ 20,160	1.5" B roof deck(22 ga) Galvanized G60 decking on bar joists
Fabrication	1	ls	\$ -	inc.	
Erection	1	ls	\$ -	inc.	
Detailing and Engineering	1	ls	\$ 5,000.00	\$ 5,000	
05 40 00 Cold Formed Metal Framing					
See Division 9 - Structural Studs included in wall systems costs					

BUILDING

DESCRIPTION	QTY	UNIT	UNIT \$	TOTAL	COMMENTS
05 50 00 Metal Fabrications					
<u>Miscellaneous Metals</u>					
Allowance for Miscellaneous Metals	1	allow	\$ 7,500.00	\$ 7,500	
Metal Roof Ladders	-	vlf	\$ -	\$ -	
Ships Ladder	-	ea	\$ 6,500.00	\$ -	
Overhead Support Steel - Toilet Partitions	50	lf	\$ 100.00	\$ 5,000	
Overhead Support Steel - Projection Screens	50	lf	\$ 100.00	\$ 5,000	
Overhead Support Steel - Projector Mounts	25	lf	\$ 100.00	\$ 2,500	
Pipe Railings Type	-	lf	\$ 150.00	\$ -	
<u>Canopies</u>					
Canopy Framing	-	sf	\$ -	\$ -	Canopy framing included in structural metal framing and division 06.
<u>Egress Stairs and Railings</u>					
Metal Pan Stairs / Landings	18	rsr	\$ 400.00	\$ 7,200	Includes concrete infill
Center Stair Railings - steel handrail, 1/2" pickets, typ.	-	lf	\$ 100.00	\$ -	
Hand Railings, Wall Mounted - Type 3	44	lf	\$ 75.00	\$ 3,300	
TOTAL - DIV 5				\$ 97,660	
06 WOOD, PLASTICS, AND COMPOSITES					
06 10 00 Rough Carpentry					
Rough Carpentry (In wall Strapping / Blocking)	13,100	sf	\$ 1.50	\$ 19,650	
Roof Blocking	2,228	lf	\$ 13.00	\$ 28,964	Includes blocking for gutters, perimeter 3 rows of 2"x8"
PT Exterior Blocking	2,785	lf	\$ 15.00	\$ 41,775	1 row of 2"x8" at window, curtain wall, and storefront locations. Continuous blocking at soffit
Soffit Infill Framing	3,027	sf	\$ 10.00	\$ 30,270	Supplemental Soffit Infill Framing
2x12 exterior exposed wood joists - soffit system	400	sf	\$ 24.00	\$ 9,600	2x12 joists #1 or better S4S Douglas Fir
2x12 interior exposed wood joists - high ceilings	1,800	sf	\$ 24.00	\$ 43,200	At high ceiling of Adult Stacks
Plywood decking at exterior entrance canopies / low slope roofs	3,501	sf	\$ 6.70	\$ 23,457	
Plywood @ Elec or Mech Rm Com Rm for mounting 4x8 sheet	2	ea	\$ 500.00	\$ 1,000	presumed 8' Height, two walls
06 40 00 Architectural Woodwork					
Wood Base - Paint Grade	557	lf	\$ 2.00	\$ 1,114	
Wood Base - Clear Finish	-	lf	\$ -	\$ -	
Wood Veneer Wall Paneling	-	lf	\$ -	\$ -	
Casework, Cabinets, Countertops, Etc. - see Div 12					
TOTAL - DIV 6				\$ 199,030	

BUILDING

DESCRIPTION	QTY	UNIT	UNIT \$	TOTAL	COMMENTS
07 THERMAL & MOISTURE PROTECTION					
07 10 00 Damp proofing & Waterproofing					
Damp proofing at Foundation Wall	2,785	sf	\$ 1.25	\$ 3,481	
Waterproofing - Fluid Applied Membrane	4,758	sf	\$ 2.00	\$ 9,516	
Vertical Wall Drainage Board	2,785	sf	\$ 1.75	\$ 4,874	
07 20 00 Thermal Protection/Weather Barriers					
Below grade Sips	-	sf	\$ 14.00	\$ -	
Exterior Wall Rigid Insulation - Foundation Wall	2,785	sf	\$ 2.00	\$ 5,570	
Air/Vapor Barrier - SPF	11,650	sf	\$ 5.25	\$ 61,163	Assumed Henry Air-Bloc 31MR and Blueskin SA - Includes lifts
Air Barrier Testing	-	sf	\$ -	\$ -	See general requirement for Envelope consultant
07 40 00 Roofing and Siding Panels					
Standing Seam Metal Roofing	14,122	sf	\$ 30.00	\$ 423,660	
Metal Wall Panel System - Exterior	4,122	sf	\$ 35.00	\$ 144,270	
Metal Panel Wall System Testing	-	ls	\$ -	\$ -	See general requirement for Envelope consultant
Metal Panel Wall System Mock-up	1	ls	\$ 1,500.00	\$ 1,500	
Building Envelope Performance Testing	-	allow	\$ -	\$ -	See general requirement for Envelope consultant
Fiber Cement Panel	3,309	sf	\$ 10.00	\$ 33,090	Fascia & Soffit System
07 50 00 Membrane Roofing					
TPO Membrane	3,501	sf	\$ 20.00	\$ 70,020	
07 60 00 Flashing and Sheet Metal					
Flashing/Penetrations	1	Allow	\$ 5,000.00	\$ 5,000	
07 70 00 Roof and Wall Specialties and Accessories					
Coping - typ. bent metal	339	lf	\$ 20.00	\$ 6,780	
Walkway Pads (Precast 2' x 2')	-	ea	\$ 80.00	\$ -	
Scuppers	-	ea	\$ -	\$ -	Included in gutter and downspout
Collection Boxes	-	ea	\$ -	\$ -	Included in gutter and downspout
Gutters	339	lf	\$ 26.00	\$ 8,814	
Downspouts	270	lf	\$ 32.00	\$ 8,640	18 locations assuming 15 height
Fall Arrest Anchorage Devices	-	ea	\$ -	\$ -	None assumed
Roof Hatches	-	ea	\$ 3,000.00	\$ -	None assumed
Roof - Expansion Joints	-	lf	\$ 45.00	\$ -	None assumed
Roof Curbs - Mechanical Eqpt	-	lf	\$ 48.00	\$ -	None assumed
07 80 00 Fire and Smoke Protection					
<u>Penetration Fire Stopping</u>					
Fire Sealants	1	allow	\$ 5,000.00	\$ 5,000	Based on Building SF
<u>Spray Applied Fireproofing & Intumescent Paint</u>					
Spray Applied Fireproofing	-	sf	\$ -	\$ -	None assumed
Intumescent Fireproofing	-	sf	\$ -	\$ -	None assumed

BUILDING

DESCRIPTION	QTY	UNIT	UNIT \$	TOTAL	COMMENTS
07 90 00 Joint Protection					
Interior Architectural Caulking	13,100	sf	\$ 2.00	\$ 26,200	Based on Building SF
Exterior Caulking	13,925	sf	\$ 4.00	\$ 55,700	Based on SF of envelope
Expansion Joints - Vertical Building Façade		lf	\$ -	\$ -	None assumed
Expansion Joints - Interior Floors, Walls, Ceilings		lf	\$ -	\$ -	None assumed
TOTAL - DIV 7				\$ 873,278	

08 OPENINGS

08 10 00 Doors and Frames

Exterior Doors

Exterior HM/HM - Single - 3' 0" x 7' 0"		ea	\$ 1,900.00	\$ -	Furnish Only
Exterior HM/HM - Single - 4' 0" x 8' 0"	1	ea	\$ 1,900.00	\$ 1,900	Furnish Only
Exterior HM/HM - Double - 6' 0" x 7' 0"		ea	\$ 2,430.00	\$ -	Furnish Only
Exterior HM/HM - Double - 6' 0" x 7' 2"	1	ea	\$ 2,430.00	\$ 2,430	Furnish Only
Exterior HM/HM - Single - 4' 0" x 8' 0" - Non electrified	1	ea	\$ 550.00	\$ 550	Install Only
Exterior HM/HM - Double - 6' 0" x 7' 0" - Non electrified	1	ea	\$ 700.00	\$ 700	Install Only
Exterior HM/HM - Single - 3' 0" x 7' 0" - Electrified		ea	\$ 500.00	\$ -	Install Only
Exterior HM/HM - Double - 6' 0" x 7' 0" - Electrified	4	ea	\$ 800.00	\$ 3,200	Install Only

Interior Doors

Interior HM/HM - Single - 3' 6" x 7' 0"		ea	\$ 1,000.00	\$ -	Furnish Only
Interior HM/HM - Single - 3' 0" x 7' 2"	2	ea	\$ 1,000.00	\$ 2,000	Furnish Only
HM/HM - Double - 6' 0" x 7' 0"		ea	\$ 2,100.00	\$ -	Furnish Only
Sliding Rite Slide Doors SCWD - Single - 3' 4" x 8' 0"	1	ea	\$ 2,500.00	\$ 2,500	Furnish Only
Sliding Rite Slide Doors SCWD - Double - 6' 0" x 8' 0"	2	ea	\$ 2,500.00	\$ 5,000	Furnish Only,
Interior SCWD/HM - Single - 3' 0" x 7' 0"		ea	\$ 1,220.00	\$ -	Plastic laminate (std laminate) at LPDL doors + Prefinished Red Oak at SCWD doors Finish Hardware for above and cylinders only for alum doors - Furnish Only
Interior LPDL/HM - Single - 3' 0" x 7' 10"	14	ea	\$ 1,220.00	\$ 17,080	Furnish Only
Interior SCWD/HM - Single - 3' 4" x 7' 2"	1	ea	\$ 1,220.00	\$ 1,220	Furnish Only
Interior SCWD/HM - Single - 3' 6" x 7' 10" Vision Glass	1	ea	\$ 1,220.00	\$ 1,220	
Interior SCWD/HM - Single - 3' 0" x 7' 0" Full Glass	1	ea	\$ 1,220.00	\$ 1,220	
Interior SCWD/HM - Double - 6' 0" x 7' 0"	1	ea	\$ 2,150.00	\$ 2,150	Furnish Only
Interior SCWD/HM - Double - 6' 0" x 7' 0" Vision Glass		ea	\$ -	\$ -	
Interior SCWD/HM - Single - 4' 0" x 7' 10"	24	ea	\$ 550.00	\$ 13,200	Install only
Premium for Fire Rating (per leaf)	4	ea	\$ 50.00	\$ 200	
Premium for Card Readers		ea	\$ 560.00	\$ -	Division 28

08 30 00 Specialty Doors and Frames

Exterior Overhead Doors - 8' x 8'		ea	\$ -	\$ -	none assumed
Access Panels	25	ea	\$ 150.00	\$ 3,750	
Vertical Fire and Smoke Curtain		sf	\$ -	\$ -	none assumed

08 40 00 Entrances, Storefronts, and Curtainwalls

Exterior Storefront Curtainwall/Doors

Interior Glass Doors

Interior Storefront Door - Single 3' 0" x 7' 0"		ea	\$ -	\$ -	
Interior Storefront Door - Double 6' 0" x 7' 0"		pr	\$ -	\$ -	
Interior Frameless Glass Door - Single 3' 0" x 8' 0"	2	ea	\$ 3,950.00	\$ 7,900	
Interior Frameless Glass Door - Single 3' 3" x 8' 0"	1	ea	\$ 3,950.00	\$ 3,950	
Interior Frameless Glass Door - Double 6' 0" x 8' 0"	1	pr	\$ 5,950.00	\$ 5,950	
Interior Frameless Glass Door - Single 4' 0" x 8' 0"	4	ea	\$ 3,950.00	\$ 15,800	
Premium for Full Glass Fire-Rated Doors		ea	\$ -	\$ -	
Auto Operators Single - Interior - just operator	1	ea	\$ 2,800.00	\$ 2,800	
Auto Operators Double - Interior	1	ea	\$ 4,000.00	\$ 4,000	
Auto Operators Single - Exterior	2	ea	\$ 2,800.00	\$ 5,600	
Auto Operators Double - Exterior	1	ea	\$ 4,000.00	\$ 4,000	
Card Readers		ea	\$ -	\$ -	See security

BUILDING

DESCRIPTION	QTY	UNIT	UNIT \$	TOTAL	COMMENTS
<u>Exterior Curtainwall / Storefront Systems</u>					
Curtainwall - CW-1	250	sf	\$ 120.00	\$ 30,000	
Storefront - SF-1	250	sf	\$ 82.00	\$ 20,500	
<u>Interior Glass Walls</u>					
Interior Storefront - GW-1	10	sf	\$ 419.00	\$ 4,190	
08 50 00 Windows and Glass					
<u>Exterior Windows</u>					
Aluminum Windows	500	sf	\$ 110.00	\$ 55,000	
<u>Interior Glass and Glazing</u>					
Interior Glazing - Premium for Fire Rated Glass		sf	\$ -	\$ -	none assumed
Mirrors - Frameless	25	sf	\$ 50.00	\$ 1,250	none assumed
08 90 00 Louvers and Vents					
Louvers - Prefinished Aluminum to Match Metal Panels	40	sf	\$ 110.00	\$ 4,400	none assumed
TOTAL - DIV 8				\$ 223,660	

09 FINISHES

09 20 00 Plaster and Gypsum Board

Structural Stud Wall Assemblies

Wood Framing System - Exterior Back-up, Building Shell & Core. 13,100 sf \$ 38.00 \$ 497,800 Wood Framing, insulated sheathing, inwall insulation, drywall and finishing

Exterior Soffit System 3,027 sf \$ 5.00 \$ 15,135

Interior GWB Wall Assemblies

Included in Wood Framing System

Premium for STC Rating 13,100 sf \$ 0.50 \$ 6,550

Premium for Level 5 Finish sf \$ - \$ - none assumed

Premium for Abuse Resistant 13,100 sf \$ 1.00 \$ 13,100

Premium for Impact Resistant sf \$ - \$ - none assumed

Interior GWB Ceiling Assemblies

GWB Ceilings - Metal framing - sf \$ 15.00 \$ - Included in Wood Framing System

GWB Ceilings - Moisture Resistant - sf \$ - \$ - Included in Wood Framing System

Acoustical Ceiling Panels - Moisture Resistant - sf \$ - \$ - Included in Wood Framing System

GWB Bulkheads - lf \$ 60.00 \$ - Included in Wood Framing System

BUILDING

DESCRIPTION	QTY	UNIT	UNIT \$	TOTAL	COMMENTS
09 30 00 Tiling (See finish matrix)					
<u>Tile/Stone Flooring</u>					
Porcelain Tile - Floor		sf	\$ 13.50	\$ -	None assumed
Porcelain Tile - Base		lf	\$ 20.00	\$ -	None assumed
Ceramic Tile - Floor	411	sf	\$ 9.25	\$ 3,802	
Ceramic Tile - Base		lf	\$ 7.75	\$ -	None assumed
Quarry Tile Floor		sf	\$ -	\$ -	None assumed
Quarry Tile Base		lf	\$ -	\$ -	None assumed
Natural Stone Floor		sf	\$ -	\$ -	None assumed
Natural Stone Base		lf	\$ -	\$ -	None assumed
Schluter Strip Threshold	7	ea	\$ 25.00	\$ 175	
<u>Tile/Stone Wall Finish</u>					
Porcelain Tile - Wall		sf	\$ 13.50	\$ -	None assumed
Ceramic Tile - Wall	2,250	sf	\$ 9.25	\$ 20,813	
<u>Misc. Tile Supplementary Components</u>					
Waterproofing Membrane - fleece polyethylene grid (under tile floors)		sf	\$ 3.00	\$ -	
Anti-Fracture Membrane		sf	\$ 3.00	\$ -	None assumed
Sealer for Natural Stone Tile		sf	\$ -	\$ -	None assumed
Epoxy grout		sf	\$ 2.50	\$ -	None assumed
09 50 00 Ceilings					
<u>Acoustical Panel Ceilings</u>					
ACT Ceilings	2,955	sf	\$ 5.00	\$ 14,775	
Wood Veneer Acoustic Panels	142	sf	\$ 12.00	\$ 1,704	
09 60 00 Flooring (See finish matrix)					
<u>Resilient Flooring, Base and Accessories</u>					
VCT- Vinyl Tile	-	sf	\$ 2.00	\$ -	
Resilient Sheet Flooring		sf	\$ -	\$ -	
LVT	1,139	sf	\$ 5.00	\$ 5,695	
Sealed Concrete	493	sf	\$ 2.00	\$ 986	
Rubber Base	2,509	lf	\$ 2.50	\$ 6,273	
<u>Carpet</u>					
Carpet Tile - moderate price	1,033	sy	\$ 40.00	\$ 41,333	
Carpet Tile - high end price	-	sy	\$ 50.00	\$ -	
Walk Off Mat	101	sy	\$ 7.50	\$ 758	
Floor prep	605	sf	\$ 3.50	\$ 2,118	
Moisture Mitigation	10,540	sf	\$ 1.00	\$ 10,540	
09 70 00 Wall Finishes					
Natural Stone Veneer		sf	\$ -	\$ -	
Vinyl Wall Coverings		sy	\$ -	\$ -	
09 80 00 Acoustic Treatment					
Acoustic Wall Panels	285	lf	\$ 40.00	\$ 11,400	
09 90 00 Painting and Coating					
<u>Exterior Façade Painting</u>					
Exterior Painting	1	ls	\$ 3,500.00	\$ 3,500	
<u>Interior Painting</u>					
Painted GWB Walls	27,225	sf	\$ 0.90	\$ 24,503	Spray work
Painted CMU Walls	100	sf	\$ 1.00	\$ 100	
Painted GWB Ceilings	550	sf	\$ 0.50	\$ 275	Spray work
Painted Exposed MEP and bar joists in Ceilings	6,372	sf	\$ 0.40	\$ 2,549	Flat dryfall
Paint - GWB bulkhead	24	sf	\$ 0.65	\$ 16	
Paint Frames	18	ea	\$ 65.00	\$ 1,170	
Paint Doors	18	ea	\$ 55.00	\$ 990	
Paint Stairs / Stair Railings	-	fts	\$ 300.00	\$ -	
Misc. Painted Finishes	1	allow	\$ 8,500.00	\$ 8,500	
TOTAL - DIV 9				\$ 694,557	

BUILDING

DESCRIPTION	QTY	UNIT	UNIT \$	TOTAL	COMMENTS
10 SPECIALTIES					
10 10 00 Information Specialties					
<u>Visual Display Units</u>					
Whiteboards - 4' x 3'	2	ea	\$ 195.00	\$ 390	Polyvision
Whiteboards - 4' x 6'	2	ea	\$ 235.00	\$ 470	Polyvision
Tack boards 4'x4'	-	ea	\$ 185.00	\$ -	Polyvision
 <u>Display Cases</u>					
Glass Display Case, in wall / flush	-	ea	\$ 2,150.00	\$ -	
Glass Display Case, wall mounted	-	ea	\$ 1,750.00	\$ -	
 <u>Directories</u>					
Directory, wall mounted	-	ea	\$ -	\$ -	None Assumed
 <u>Signage</u>					
Code Required Signs (ADA, Fire, Address, etc.)	4	allow	\$ 115.00	\$ 460	Life Safety
Exterior Signage on Building	2	ea	\$ 15,000.00	\$ 30,000	
Interior Signage, Room ID Plaque	25	ea	\$ 115.00	\$ 2,875	
Interior Signage, 12" Metal Pin Letters Cast Aluminum	10	ea	\$ 180.00	\$ 1,800	
 10 20 00 Interior Specialties					
<u>Operable Partition</u>					
Operable Panel Partition	-	sf	\$ 85.75	\$ -	
 <u>Wall and Door Protection</u>					
Corner Guards - Resilient, Plastic Type	24	ea	\$ 90.00	\$ 2,160	Include corner guards in book sorting
Fiberglass Reinforced Panels	-	sf	\$ -	\$ -	None assumed
 <u>Toilet, Bath, and Laundry Accessories</u>					
18" Grab Bar	7	ea	\$ 75.00	\$ 525	Bobrick
24" Grab Bar	7	ea	\$ 79.00	\$ 553	Bobrick
36" Grab Bar	7	ea	\$ 86.00	\$ 602	Bobrick
Changing Table	2	ea	\$ 350.00	\$ 700	Koala Kare
Single Coat Hook	11	ea	\$ 75.00	\$ 825	Bobrick
Paper Towel Dispenser	6	ea	\$ 250.00	\$ 1,500	Bobrick electrified unit
Paper Towel Dispenser with trash receptacle	7	ea	\$ 450.00	\$ 3,150	Bobrick - Combo unit - Electrified per meeting on 7/21/21
Sanitary Napkin Disposal	7	ea	\$ 85.00	\$ 595	Bobrick
Soap Dispenser	13	ea	\$ 95.00	\$ 1,235	Bobrick
Toilet Seat Cover Dispenser	7	ea	\$ 65.00	\$ 455	Bobrick
Toilet Tissue Dispenser	7	ea	\$ 65.00	\$ 455	Bobrick
Bathroom Mirrors - Framed	7	ea	\$ 225.00	\$ 1,575	Bobrick
Janitor's Closet Accessories - Mop rack	1	ea	\$ 300.00	\$ 300	per janitor's closet
 10 40 00 Safety Specialties					
<u>Fire Extinguishers and Cabinets</u>					
Fire Extinguishers and cabinets (non rated)	5	ea	\$ 315.00	\$ 1,575	
 10 50 00 Storage Specialties					
<u>Lockers</u>					
Exterior Lockers - Metal	-	ea	\$ -	\$ -	None assumed
	-	ea	\$ -	\$ -	None assumed
 <u>Janitor Closet Wire Shelving</u>					
Shelving, High Volume, Vertical or Horizontal	1	ea	\$ 285.00	\$ 285	Assumed in janitors closet
	-	sf	\$ -	\$ -	See Division 12
 10 70 00 Exterior Specialties					
Flagpole	1	ea	\$ 8,500.00	\$ 8,500	
TOTAL - DIV 10				\$ 60,985	
11 EQUIPMENT					
11 30 00 Residential Equipment					
Refrigerator	1	ea	\$ 2,000.00	\$ 2,000	Furnish and install
Microwave - Counter top	1	ea	\$ 150.00	\$ 150	Furnish and install
Dishwasher	1	ea	\$ 1,400.00	\$ 1,400	Furnish and install
Vending Machines	-	ea	\$ -	\$ -	Assumed provided by library's existing vender/lease so none included

BUILDING

DESCRIPTION	QTY	UNIT	UNIT \$	TOTAL	COMMENTS
11 50 00 Educational and Scientific Equipment					
TV Monitors - 55" TV	4	ea	\$ 800.00	\$ 3,200	
Electrically Operated Projection Screen and Controls	1	ea	\$ 5,000.00	\$ 5,000	
AV Eqpt - Projectors	1	ea	\$ 2,000.00	\$ 2,000	
TOTAL - DIV 11				\$ 13,750	
12 FURNISHINGS					
12 20 00 Window Treatments					
Window Treatment - Manual shades	336	sf	\$ 14.00	\$ 4,704	Chain driven with valence, below the ceiling.
Window Treatment - Motorized Shades	500	sf	\$ 40.00	\$ 20,000	Power and control wiring by others, intelligent motor middle of the road.
12 30 00 Casework					
Interior casework & millwork	13,100	sf	\$ 8.00	\$ 104,800	
12 50 00 Furniture					
All non-fixed furniture	-	sf	\$ 55.00	\$ -	
Artwork	-	ls	\$ -	\$ -	See FF&E, Artwork, and AV
Security Mirrors	-	lf	\$ -	\$ -	Assume in furniture budget
TOTAL - DIV 12				\$ 129,504	
13 SPECIAL CONSTRUCTION					
13 10 00 Special Facility Components					
Fountains		ea	\$ -	\$ -	None assumed
TOTAL - DIV 13				\$ -	
14 CONVEYING SYSTEMS					
TOTAL - DIV 14				\$ -	

BUILDING

DESCRIPTION	QTY	UNIT	UNIT \$	TOTAL	COMMENTS
21 FIRE SUPPRESSION					
21 10 00 Water Based Fire Suppression Systems					
Sprinklers	13,100	sf	\$ 5.50	\$ 72,050	Seismic not assumed
21 30 00 Fire Pumps					
Fire Pumps	-	ea	\$ -	-	Not assumed, if needed add \$35,000
TOTAL - DIV 21				\$ 72,050	
22 PLUMBING					
22 00 00 Plumbing Insulation					
Plumbing Insulation	1	sf	\$ -	-	Included with plumbing and piping number
22 10 00 Plumbing Piping					
Plumbing System	13,100	sf	\$ 10.00	\$ 131,000	Included with plumbing and piping number
Sanitary Piping	1	sf	\$ -	-	Included with plumbing and piping number
Gas Piping	1	sf	\$ -	-	Included with plumbing and piping number
22 30 00 Plumbing Equipment					
Plumbing Equipment	1	ea	\$ -	-	Included with plumbing and piping number
22 40 00 Plumbing Fixtures					
Plumbing Fixtures, WH, Drains, Permit, ETC	1	ls	\$ -	-	Included with plumbing and piping number
TOTAL - DIV 22				\$ 131,000	
23 HVAC					
23 10 00 Facility Fuel Systems					
Natural Gas Piping	50	lf	\$ 75.00	\$ 3,750	None assumed
23 00 00 HVAC					
Rough Material for piping, ductwork, and plumbing	1	ls	\$ 50,000.00	-	Inc.
Geothermal wellfield and distribution system	4,200	lf	\$ 40.00	\$ 168,000	12 wells @ 350' Depth
23 30 00 HVAC					
Heating & A/C Equipment	13,100	sf	\$ 65.00	\$ 851,500	
Air Outlets and Inlets	-	sf	\$ -	-	
Testing and balancing	-	sf	\$ -	-	
23 40 00 HVAC Air Cleaning Devices					
Air Filtration System	-	gsf	\$ -	-	None assumed
TOTAL - DIV 23				\$ 1,023,250	
25 INTEGRATED AUTOMATION					
25 50 00 Integrated Automation Facility Controls					
Automated Building Controls	13,100	sf	\$ 3.50	\$ 45,850	Assumed packaged control system
TOTAL - DIV 25				\$ 45,850	
26 ELECTRICAL					
26 10 00 Medium Voltage Electrical Distribution					
Site power tie in	1	ea	\$ 10,000.00	\$ 10,000	
Site power	1	ls	\$ 25,000.00	\$ 25,000	
Electrical Labor	5,040	hrs	\$ 60.00	\$ 302,400	
Temporary Power & Lighting	1	ls	\$ 5,000.00	\$ 5,000	
Electrical permits and inspections	1	ls	\$ 5,000.00	\$ 5,000	
Independent testing & studies	1	ls	\$ 10,000.00	\$ 10,000	
Mobilization and equipment	1	ls	\$ 10,000.00	\$ 10,000	

BUILDING

DESCRIPTION	QTY	UNIT	UNIT \$	TOTAL	COMMENTS
26 20 00 Low Voltage Electrical Distribution					
Lighting Controls	13,100	sf	\$ 1.71	\$ 22,401	
Branch Power	13,100	sf	\$ 4.23	\$ 55,413	
Switchgear & Panels	13,100	sf	\$ 2.00	\$ 26,200	
Feeders	-	sf	\$	-	
Mechanical Connections	13,100	sf	\$ 3.49	\$ 45,719	
Raceways for other trades	90	ea	\$ 100.00	\$ 9,000	
Power for paper towel dispensers and faucets	10	ea	\$ 275.00	\$ 2,750	
26 30 00 Facility Power Generating and Storing Equipment					
Emergency Generators	-	sf	\$ -	-	none assumed
Battery Equipment	-	sf	\$ -	-	none assumed
Power Filtering and Conditioning	-	sf	\$ -	-	none assumed
Transfer Switches	-	sf	\$ -	-	none assumed
26 40 00 Electrical Protection					
Grounding	13,100	sf	\$ 0.90	\$ 11,790	
Lightning Protection	13,100	sf	\$ 1.10	\$ 14,410	
26 50 00 Lighting					
Lighting	13,100	sf	\$ 7.25	\$ 94,975	for fixtures
Site Lighting	4	ea	\$ 6,300.00	\$ 25,200	
Electronic Message Board	1	ea	\$ 4,000.00	\$ 4,000	
26 90 00 Photovoltaic					
Roof mounted solar arrays	10,000	W	\$ 2.00	\$ 20,000	none assumed
TOTAL - DIV 26				\$ 699,258	
27 COMMUNICATIONS					
27 10 00 Structured Cabling					
Structured Cabling	13,100	sf	\$ 7.00	\$ 91,700	
27 20 00 Data Communications					
Data Cabling and wall and floor boxes	1	ls	\$ 40,000.00	\$ 40,000	
Wireless Access Points(WAPS)	1	ls	\$ 9,120.00	\$ 9,120	
27 40 00 Audio-Video Communications					
Audio-Video Communications	-	sf	\$ -	-	Included \$10,000 with the FF&E, Artwork, and AV line item.
27 60 00 Computer Equipment					
Computers and accessories	-	sf	\$ -	-	By ESRL, none assumed.
TVs	-	sf	\$ -	-	See division 11
Cabling - HDMI	-	sf	\$ -	-	By ESRL, none assumed.
Mobile TV station	-	ls	\$ -	-	Included in AV
Printers	-	sf	\$ -	-	By ESRL, none assumed.
TOTAL - DIV 27				\$ 140,820	
28 ELECTRONIC SAFETY & SECURITY					
28 10 00 Access Control					
Access Control - Single Door	7	ea	\$ 3,000.00	\$ 21,000	Included card readers, per door schedule. Per 6/24/21 meeting add a card reader to room 111/1 so all reading rooms have a card reader
Access Control - Double Door	1	ea	\$ 5,000.00	\$ 5,000	Included card readers, door 100/1
Access Control - Intercom	1	ea	\$ 1,200.00	\$ 1,200	Included card readers, door 139/2
28 20 00 Video Surveillance					
Video Surveillance - CCTV cabling	1	ls	\$ 3,450.00	\$ 3,450	Assumed 15 camera locations to wire to.
CCTV Equipment - Outdoor Camera	5	ea	\$ 1,800.00	\$ 9,000	Assumed 5 camera locations
CCTV Equipment - Indoor Camera	10	ea	\$ 1,500.00	\$ 15,000	Assumed 10 camera locations
28 40 00 Life Safety					
Fire Detection and Alarm	14,000	sf	\$ 0.55	\$ 7,700	
TOTAL - DIV 28				\$ 62,350	
TOTAL BUILDING				\$ 5,440,243	

SITE DEVELOPMENT

DESCRIPTION	QTY	UNIT	UNIT \$	TOTAL	COMMENTS
01 GENERAL REQUIREMENTS					
01 50 00 Temporary Facilities and Controls					
Perimeter Fencing & Barricades - Chain link	1,500	lf	\$ 4.00	\$ 6,000	Temp Chain link Fence
Perimeter Fencing & Barricades - Gates	3	sets	\$ 5,000	\$ 15,000	Temp Chain link Fence Type
01 70 00 Execution and Closeout Requirements					
Final Cleaning	1	allow	\$ 1,000	\$ 1,000	Site Cleaning/Road Wash down
TOTAL - DIV 1				\$ 22,000	
02 EXISTING CONDITIONS					
02 40 00 Demolition and Structure Moving					
<u>Site Demolition</u>					
Existing Sitework Demolition	49,000	sf	\$ 0.50	\$ 24,500	
<u>Site Utility Demolition</u>					
Demo Geothermal	-	ea	\$ -	\$ -	
<u>Building Demolition</u>					
Building Demolition		cf	\$ -	\$ -	By Pocomoke City - Grant Funded
<u>Site Remediation</u>					
Hazardous Materials Remediation	-	allow	\$ -	\$ -	None included.
TOTAL - DIV 2				\$ 24,500	
10 SPECIALTIES					
10 10 00 Information Specialties					
Site Signage	1	ea	\$ -	\$ -	Included with building
10 70 00 Exterior Specialties					
Ground Set Flag Poles	1	ea	\$ -	\$ -	See Division 10 70 00
Exterior Garden Shed	1	allow	\$ 10,000.00	\$ 10,000	
TOTAL - DIV 10				\$ 10,000	
26 ELECTRICAL					
26 50 00 Lighting					
Site Lighting - Parking Lot	1	allow	\$ 10,000.00	\$ 10,000	
Entrance Sign power	1	ls	\$ 5,500.00	\$ 5,500	
TOTAL - DIV 26				\$ 15,500	
31 EARTHWORK					
31 10 00 Site Clearing					
Clear and Grub	1	acres	\$ 1,100.00	\$ 1,237	
Remove Large Tree	0	ea	\$ 500.00	\$ -	
31 20 00 Earth Moving					
<u>Excavation - Mass Site Operation</u>					
Bulk Earthwork	1	ls	\$ 66,394.00	\$ 66,394	
Fine Grade Site	1	acres	\$ 1,500.00	\$ 1,687	
Unforeseen Conditions or Hazardous Materials Allowance		cy	\$ -	\$ -	None included.
Utility Locating - Test pits / Potholing	1	allow	\$ 10,000.00	\$ 10,000	
<u>Dewatering</u>					
Dewatering (Rainwater Only)		allow	\$ -	\$ -	None included.
<u>Sediment and Erosion Control</u>					
Silt Fence	-	ls	\$ -	\$ -	
Construction Entrance - Fabric and Stone	1	ea	\$ 10,000.00	\$ 10,000	
Dust Control/Street Cleaning	13	mths	\$ 1,000.00	\$ 13,000	
Temporary Seeding	5,444	sy	\$ 3.00	\$ 16,333	
SEC Maintenance	13	mths	\$ 1,000.00	\$ 13,000	

SITE DEVELOPMENT

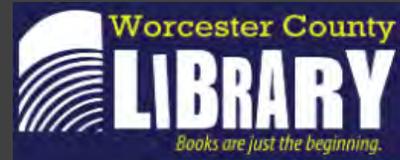
DESCRIPTION	QTY	UNIT	UNIT \$	TOTAL	COMMENTS
31 30 00 Earthwork Methods					
Termite Control Soil Treatment	13,100	sf	\$ 0.50	\$ 6,550	Bldg. Footprint one application only
TOTAL - DIV 31				\$ 138,202	
32 EXTERIOR IMPROVEMENTS					
31 10 00 Bases, Ballasts, and Paving					
<u>Asphalt Paving</u>					
Asphalt Pavement - Light Duty (Parking Lots)	787	sy	\$ 45.00	\$ 35,417	
<u>Concrete Paving</u>					
Concrete curb, gutter, and sidewalk	1	ls	\$ 25,000.00	\$ 25,000	Includes broom finish sidewalks
Stamped concrete sidewalks	-	sf	\$ 15.75	\$ -	
<u>Paving Specialties</u>					
Parking Bumpers	38	ea	\$ 75.00	\$ 2,850	
Pavement Markings & Signage	787	sy	\$ 0.50	\$ 394	Included in asphalt paving
Bollards	-	ea	\$ -	\$ -	None included.
32 30 00 Site Improvements					
<u>Chain Link Fences and Gates - Permanent</u>					
Steel and picket site fence	57	lf	\$ 170.00	\$ 9,690	
Steel and picket fence gates	3	ea	\$ 1,500.00	\$ 4,500	
Cedar Site Fence	-	lf	\$ 112.69	\$ -	
<u>Site Concrete</u>					
Transformer Pad	1	allow	\$ 2,500.00	\$ 2,500	
<u>Site Retaining / Screen Walls</u>					
Site Walls - Concrete	-	ls	\$ 82,000.00	\$ -	
Site Wall - Children's Area Projection Wall Steel Support	-	ls	\$ 5,000.00	\$ -	
Site Wall - Children's Area Projection Wall Parklex	-	sf	\$ 53.00	\$ -	
Exterior Benches and Monument Sign	1	ls	\$ 18,507.00	\$ 18,507	
Concrete Base for Lockers	-	ea	\$ 300.00	\$ -	
Raised Planters / Concrete Retaining Wall	1	ea	\$ 17,500.00	\$ 17,500	
<u>Site Furnishings</u>					
Bicycle Racks	4	ea	\$ 1,500.00	\$ 6,000	
Benches	-	ea	\$ -	\$ -	Included with concrete
Trash Receptacles	1	allow	\$ 500.00	\$ 500	
Table and Chairs	-	allow	\$ -	\$ -	See Division 14
32 80 00 Irrigation					
<u>Landscape Irrigation</u>					
Sprinkler Irrigation including power feed	1	sf	\$ -	\$ -	None assumed
32 90 00 Planting					
<u>Turf and Grasses</u>					
Seed Disturbed Areas	-	sy	\$ -	\$ -	Included with Earth work
<u>Plants</u>					
Landscaping	1	allow	\$ 50,000.00	\$ 50,000	
TOTAL - DIV 32				\$ 172,857	

SITE DEVELOPMENT

DESCRIPTION	QTY	UNIT	UNIT \$	TOTAL	COMMENTS
33 UTILITIES					
33 10 00 Water Utilities					
Domestic Water					
Water Utilities	1	ls	\$ 20,000.00	\$ 20,000	
33 30 00 Sanitary Sewerage					
Sanitary Sewerage, piping, and manholes	1	ls	\$ 19,205.00	\$ 19,205	
33 40 00 Stormwater Utilities					
Storm utility / infiltrations system	1	allow	\$ 90,000.00	\$ 90,000	
33 70 00 Electrical Utilities					
Electric - Power Tie Into Main Utilities	1	ea	\$	-	Included with building
33 80 00 Communications Utilities					
Communication - Telecomm Tie in to Main Utilities	1	ea	\$	-	Included with building
TOTAL - DIV 33				\$ 129,205	
TOTAL SITE DEVELOPMENT				\$ 512,264	



The Whiting-Turner Contracting Company
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 Salisbury, MD 21804
 410-677-3253
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Project Name: Worcester County Pocomoke Branch Library
Type of Estimate: Schematic Design Estimate (*Existing Site*)
Estimate Date: August 11, 2023
Project Location: 301 Market Street, Pocomoke City, MD 21851
Owner: Worcester County Government - County Commissioners
Whiting-Turner Contact: Adam Leonard
Whiting-Turner VP: Scott Saxman
Architect/Engineer: The Design Group
Document Set: Schematic Design Documents - dated 05.17.2023
(Existing Site)
Project Description: Demolition of the existing building followed by the construction of a new 12,500 square foot single story public library located on the current library site on Market Street. Scope includes existing site and utility upgrades, along with a high performance building envelope for increased energy efficiency and end user comfort.



ITEM 15

col1 col2 Description GSF Floor Ht (FT) Perimeter (LF) Skin SF Spaces Site SF Acres

PROJECT ATTRIBUTES

BUILDING

GSF Analysis by Floor

LOCATION	GSF	FLOOR HT (FT)	PERIMETER (LF)	SKIN SF
Level 1	11,367	25.00	522	13,050
Level 2	1,166	Inc.	Inc.	Inc.
BUILDING - GBSF TOTAL	12,533	25.00	522	13,050

SITE DEVELOPMENT

LOCATION	SPACES	SITE SF	ACRES
Site Development - LOD		53,600	1.23
SITE DEVELOPMENT - GBSF TOTAL	-	53,600	1.2



Worcester County Pocomoke Branch Library
Schematic Design Estimate (Existing Site) - 08/11/2023

Cost Summary

DIVISION	BUILDING			SITE DEVELOPMENT			PROJECT TOTAL		
	12,533	GSF	BLDG	1.2	ACRE	SITE	12,533	GSF	
	COST	\$/SF	% COW	COST	\$/ACRE	% COW	COST	\$/SF	% COW
1 General Requirements	\$ 197,803	\$ 15.78	4.00%	\$ 22,000	\$ 17,879.10	4.35%	\$ 219,803	\$ 17.54	4.03%
2 Existing Conditions	\$ 274,500	\$ 21.90	5.55%	\$ 36,500	\$ 29,663.06	7.22%	\$ 311,000	\$ 24.81	5.70%
3 Concrete	\$ 356,022	\$ 28.41	7.20%	\$ -	\$ -	0.00%	\$ 356,022	\$ 28.41	6.53%
4 Masonry	\$ 174,000	\$ 13.88	3.52%	\$ -	\$ -	0.00%	\$ 174,000	\$ 13.88	3.19%
5 Metals	\$ 97,660	\$ 7.79	1.97%	\$ -	\$ -	0.00%	\$ 97,660	\$ 7.79	1.79%
6 Wood, Plastics, and Composites	\$ 193,664	\$ 15.45	3.91%	\$ -	\$ -	0.00%	\$ 193,664	\$ 15.45	3.55%
7 Thermal & Moisture Protection	\$ 783,010	\$ 62.48	15.83%	\$ -	\$ -	0.00%	\$ 783,010	\$ 62.48	14.36%
8 Openings	\$ 196,160	\$ 15.65	3.96%	\$ -	\$ -	0.00%	\$ 196,160	\$ 15.65	3.60%
9 Finishes	\$ 672,032	\$ 53.62	13.58%	\$ -	\$ -	0.00%	\$ 672,032	\$ 53.62	12.32%
10 Specialties	\$ 45,985	\$ 3.67	0.93%	\$ 10,000	\$ 8,126.87	1.98%	\$ 55,985	\$ 4.47	1.03%
11 Equipment	\$ 13,750	\$ 1.10	0.28%	\$ -	\$ -	0.00%	\$ 13,750	\$ 1.10	0.25%
12 Furnishings	\$ 124,968	\$ 9.97	2.53%	\$ -	\$ -	0.00%	\$ 124,968	\$ 9.97	2.29%
13 Special Construction	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
14 Conveying Systems	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
21 Fire Suppression	\$ 68,932	\$ 5.50	1.39%	\$ -	\$ -	0.00%	\$ 68,932	\$ 5.50	1.26%
22 Plumbing	\$ 125,330	\$ 10.00	2.53%	\$ -	\$ -	0.00%	\$ 125,330	\$ 10.00	2.30%
23 HVAC	\$ 755,730	\$ 60.30	15.28%	\$ -	\$ -	0.00%	\$ 755,730	\$ 60.30	13.86%
25 Integrated Automation	\$ 43,866	\$ 3.50	0.89%	\$ -	\$ -	0.00%	\$ 43,866	\$ 3.50	0.80%
26 Electrical	\$ 654,999	\$ 52.26	13.24%	\$ 15,500	\$ 12,596.64	3.06%	\$ 670,499	\$ 53.50	12.30%
27 Communications	\$ 106,631	\$ 8.51	2.16%	\$ -	\$ -	0.00%	\$ 106,631	\$ 8.51	1.96%
28 Electronic Safety & Security	\$ 62,350	\$ 4.97	1.26%	\$ -	\$ -	0.00%	\$ 62,350	\$ 4.97	1.14%
31 Earthwork	\$ -	\$ -	0.00%	\$ 129,726	\$ 105,426.93	25.65%	\$ 129,726	\$ 10.35	2.38%
32 Exterior Improvements	\$ -	\$ -	0.00%	\$ 162,817	\$ 132,319.49	32.19%	\$ 162,817	\$ 12.99	2.99%
33 Site Utilities	\$ -	\$ -	0.00%	\$ 129,205	\$ 105,003.17	25.55%	\$ 129,205	\$ 10.31	2.37%
SUBTOTAL - COST OF WORK	\$ 4,947,391	\$ 394.75	100.00%	\$ 505,749	\$ 411,015.26	100.00%	\$ 5,453,140	\$ 435.10	100.00%
Preconstruction Services (Separate Funding)	\$ -	\$ -	#N/A	\$ -	\$ -	#N/A	\$ -	\$ -	
Design and Estimating Contingency	\$ 163,594	\$ 13.05	3.00%	\$ 15,172	\$ 12,330.46	3.00%	\$ 178,767	\$ 14.26	
Construction/CM Contingency	\$ 164,172	\$ 13.10	3.00%	\$ 15,172	\$ 12,330.46	3.00%	\$ 179,344	\$ 14.31	
General Conditions	\$ 577,118	\$ 46.05	Fixed	\$ -	\$ -	Fixed	\$ 577,118	\$ 46.05	
Liability Insurance	\$ 59,551	\$ 4.75	0.90%	\$ 5,024	\$ 4,082.57	0.90%	\$ 64,574	\$ 5.15	
Whiting-Turner Bond	\$ 58,057	\$ 4.63	1.00%	\$ 5,365	\$ 4,360.46	1.00%	\$ 63,422	\$ 5.06	
Whiting-Turner Fee	\$ 175,911	\$ 14.04	3.00%	\$ 16,257	\$ 13,212.20	3.00%	\$ 192,169	\$ 15.33	
Builder's Risk Insurance	\$ 7,319	\$ 0.58	0.12%	\$ 676	\$ 549.24	0.12%	\$ 7,995	\$ 0.64	
CONSTRUCTION TOTALS	\$ 6,153,113	\$ 490.95 / GSF		\$ 563,416	\$ 457,880.64 / ACRE		\$ 6,716,529	\$ 535.91 / GSF	
FF&E, Artwork, and AV	\$ 500,000	\$ 39.89	Fixed	\$ -	\$ -	Fixed	\$ 500,000	\$ 39.89	
Permitting Fees	\$ 25,000	\$ 1.99	Fixed	\$ -	\$ -	Fixed	\$ 25,000	\$ 1.99	
Escalation Contingency	\$ 169,097	\$ 13.49	3.00%	\$ 15,628	\$ 12,700.37	3.00%	\$ 184,725	\$ 14.74	
CONSTRUCTION PROJECT TOTALS	\$ 6,847,210	\$ 546.33 / GSF		\$ 579,044	\$ 470,581.01 / ACRE		\$ 7,426,254	\$ 592.54 / GSF	
Owner's Costs									
Architectural / Engineering Fees (Separate Funding)	\$ -	\$ -	Fixed	\$ -	\$ -		\$ -	\$ -	
Owner Contingency	\$ 109,063	\$ 8.70	2.00%	\$ -	\$ -		\$ 109,063	\$ 8.70	
FF&E Design	\$ 25,000	\$ 1.99	Fixed	\$ -	\$ -		\$ 25,000	\$ 1.99	
Testing & Inspection Costs	\$ 50,000	\$ 3.99	Fixed	\$ -	\$ -		\$ 50,000	\$ 3.99	
GRAND TOTAL PROJECT COST	\$ 7,031,273	\$ 561.02 / GSF		\$ 579,044	\$ 470,581.01 / ACRE		\$ 7,610,317	\$ 607.22 / GSF	
County contribution after \$2.2M State Funding							\$ 5,410,317	\$ 431.69 / GSF	

ITEM 15

BUILDING

DESCRIPTION	QTY	UNIT	UNIT \$	TOTAL	COMMENTS
01 GENERAL REQUIREMENTS					
01 50 00 Temporary Facilities and Controls					
General Requirements	1	ls	\$ 197,803.00	\$ 197,803	See GR tab for breakdown and more detail
01 70 00 Execution and Closeout Requirements					
TOTAL - DIV 1				\$ 197,803	
02 EXISTING CONDITIONS					
02 40 00 Demolition and Structure Moving					
Demo Existing Library	9,150	gsf	\$ 30.00	\$ 274,500	Demo of exiting building and footings
TOTAL - DIV 2				\$ 274,500	
03 CONCRETE					
03 30 00 Cast in Place Concrete					
<u>Standard Foundations</u>					
Concrete Foundations	1	ls	\$ 126,355.00	\$ 126,355	
Rebar	1	ls	\$ 27,500.00	\$ 27,500	
Foundation Wall- Building Perimeter	85	cy	\$ 700.00	\$ 59,630	
<u>Slab on Grade</u>					
Slab on Grade - 4"	11,367	sf	\$ 11.00	\$ 125,037	Incl concrete, stone base, vapor barrier
Broom Finish Concrete	-	ls	\$ -	\$ -	See division 31
<u>Walls and Columns</u>					
Mock-Up of Site & Foundation wall	1	ls	\$ 7,500.00	\$ 7,500	Concrete only
<u>Miscellaneous</u>					
Housekeeping Pads	500	sf	\$ 20.00	\$ 10,000	
03 40 00 Precast Concrete					
Precast Concrete - Architectural					
TOTAL - DIV 3				\$ 356,022	
04 MASONRY					
04 20 00 Unit Masonry					
CMU Foundation Walls - Building Shell	-	sf	\$ 46.00	\$ -	
Brick Veneer	4,350	sf	\$ 40.00	\$ 174,000	
04 40 00 Stone Assemblies					
Stone Cladding		sf	\$ -	\$ -	
TOTAL - DIV 4				\$ 174,000	
05 METALS					
05 10 00 Structural Metal Framing					
Structural Steel Material	10	ton	\$ 4,200.00	\$ 42,000	
Structural Steel Decking and Joist Material	1,344	sf	\$ 15.00	\$ 20,160	1.5" B roof deck(22 ga) Galvanized G60 decking on bar joists
Fabrication	1	ls	\$ -	inc.	
Erection	1	ls	\$ -	inc.	
Detailing and Engineering	1	ls	\$ 5,000.00	\$ 5,000	
05 40 00 Cold Formed Metal Framing					
See Division 9 - Structural Studs included in wall systems costs					

BUILDING

DESCRIPTION	QTY	UNIT	UNIT \$	TOTAL	COMMENTS
05 50 00 Metal Fabrications					
<u>Miscellaneous Metals</u>					
Allowance for Miscellaneous Metals	1	allow	\$ 7,500.00	\$ 7,500	
Metal Roof Ladders	-	vlf	\$ -	\$ -	
Ships Ladder	-	ea	\$ 6,500.00	\$ -	
Overhead Support Steel - Toilet Partitions	50	lf	\$ 100.00	\$ 5,000	
Overhead Support Steel - Projection Screens	50	lf	\$ 100.00	\$ 5,000	
Overhead Support Steel - Projector Mounts	25	lf	\$ 100.00	\$ 2,500	
Pipe Railings Type	-	lf	\$ 150.00	\$ -	
<u>Canopies</u>					
Canopy Framing	-	sf	\$ -	\$ -	Canopy framing included in structural metal framing and division 06.
<u>Egress Stairs and Railings</u>					
Metal Pan Stairs / Landings	18	rsr	\$ 400.00	\$ 7,200	Includes concrete infill
Center Stair Railings - steel handrail, 1/2" pickets, typ.	-	lf	\$ 100.00	\$ -	
Hand Railings, Wall Mounted - Type 3	44	lf	\$ 75.00	\$ 3,300	
TOTAL - DIV 5				\$ 97,660	
06 WOOD, PLASTICS, AND COMPOSITES					
06 10 00 Rough Carpentry					
Rough Carpentry (In wall Strapping / Blocking)	12,533	sf	\$ 1.50	\$ 18,800	
Roof Blocking	2,088	lf	\$ 13.00	\$ 27,144	Includes blocking for gutters, perimeter 3 rows of 2"x8"
PT Exterior Blocking	2,610	lf	\$ 15.00	\$ 39,150	1 row of 2"x8" at window, curtain wall, and storefront locations. Continuous blocking at soffit
Soffit Infill Framing	3,027	sf	\$ 10.00	\$ 30,270	Supplemental Soffit Infill Framing
2x12 exterior exposed wood joists - soffit system	400	sf	\$ 24.00	\$ 9,600	2x12 joists #1 or better S4S Douglas Fir
2x12 interior exposed wood joists - high ceilings	1,800	sf	\$ 24.00	\$ 43,200	At high ceiling of Adult Stacks
Plywood decking at exterior entrance canopies / low slope roofs	3,501	sf	\$ 6.70	\$ 23,457	
Plywood @ Elec or Mech Rm Com Rm for mounting 4x8 sheet	2	ea	\$ 500.00	\$ 1,000	presumed 8' Height, two walls
06 40 00 Architectural Woodwork					
Wood Base - Paint Grade	522	lf	\$ 2.00	\$ 1,044	
Wood Base - Clear Finish	-	lf	\$ -	\$ -	
Wood Veneer Wall Paneling	-	lf	\$ -	\$ -	
Casework, Cabinets, Countertops, Etc. - see Div 12					
TOTAL - DIV 6				\$ 193,664	

BUILDING

DESCRIPTION	QTY	UNIT	UNIT \$	TOTAL	COMMENTS
07 THERMAL & MOISTURE PROTECTION					
07 10 00 Damp proofing & Waterproofing					
Damp proofing at Foundation Wall	2,610	sf	\$ 1.25	\$ 3,263	
Waterproofing - Fluid Applied Membrane	4,758	sf	\$ 2.00	\$ 9,516	
Vertical Wall Drainage Board	2,610	sf	\$ 1.75	\$ 4,568	
07 20 00 Thermal Protection/Weather Barriers					
Below grade Sips	-	sf	\$ 14.00	\$ -	
Exterior Wall Rigid Insulation - Foundation Wall	2,610	sf	\$ 2.00	\$ 5,220	
Air/Vapor Barrier - SPF	11,650	sf	\$ 5.25	\$ 61,163	Assumed Henry Air-Bloc 31MR and Blueskin SA - Includes lifts
Air Barrier Testing	-	sf	\$ -	\$ -	See general requirement for Envelope consultant
07 40 00 Roofing and Siding Panels					
Standing Seam Metal Roofing	13,925	sf	\$ 28.00	\$ 389,900	Reduced from \$30 / SF on 3/27/23
Metal Wall Panel System - Exterior	4,122	sf	\$ 32.00	\$ 131,904	Reduced from \$35 / SF on 3/27/23
Metal Panel Wall System Testing	-	ls	\$ -	\$ -	See general requirement for Envelope consultant
Metal Panel Wall System Mock-up	1	ls	\$ 1,500.00	\$ 1,500	
Building Envelope Performance Testing	-	allow	\$ -	\$ -	See general requirement for Envelope consultant
Fiber Cement Panel	3,309	sf	\$ 10.00	\$ 33,090	Fascia & Soffit System
07 50 00 Membrane Roofing					
TPO Membrane	3,501	sf	\$ 20.00	\$ 70,020	
07 60 00 Flashing and Sheet Metal					
Flashing/Penetrations	1	Allow	\$ 5,000.00	\$ 5,000	
07 70 00 Roof and Wall Specialties and Accessories					
Coping - typ. bent metal	339	lf	\$ 20.00	\$ 6,780	
Walkway Pads (Precast 2' x 2')	-	ea	\$ 80.00	\$ -	
Scuppers	-	ea	\$ -	\$ -	Included in gutter and downspout
Collection Boxes	-	ea	\$ -	\$ -	Included in gutter and downspout
Gutters	339	lf	\$ 26.00	\$ 8,814	
Downspouts	270	lf	\$ 32.00	\$ 8,640	18 locations assuming 15 height
Fall Arrest Anchorage Devices	-	ea	\$ -	\$ -	None assumed
Roof Hatches	-	ea	\$ 3,000.00	\$ -	None assumed
Roof - Expansion Joints	-	lf	\$ 45.00	\$ -	None assumed
Roof Curbs - Mechanical Eqpt	-	lf	\$ 48.00	\$ -	None assumed
07 80 00 Fire and Smoke Protection					
<u>Penetration Fire Stopping</u>					
Fire Sealants	1	allow	\$ 5,000.00	\$ 5,000	Based on Building SF
<u>Spray Applied Fireproofing & Intumescent Paint</u>					
Spray Applied Fireproofing	-	sf	\$ -	\$ -	None assumed
Intumescent Fireproofing	-	sf	\$ -	\$ -	None assumed

BUILDING

DESCRIPTION	QTY	UNIT	UNIT \$	TOTAL	COMMENTS
07 90 00 Joint Protection					
Interior Architectural Caulking	12,533	sf	\$ 1.00	\$ 12,533	Based on Building SF
Exterior Caulking	13,050	sf	\$ 2.00	\$ 26,100	Based on SF of envelope
Expansion Joints - Vertical Building Façade		lf	\$ -	\$ -	None assumed
Expansion Joints - Interior Floors, Walls, Ceilings		lf	\$ -	\$ -	None assumed
TOTAL - DIV 7				\$ 783,010	

08 OPENINGS

08 10 00 Doors and Frames

Exterior Doors

Exterior HM/HM - Single - 3' 0" x 7' 0"		ea	\$ 1,900.00	\$ -	Furnish Only
Exterior HM/HM - Single - 4' 0" x 8' 0"	1	ea	\$ 1,900.00	\$ 1,900	Furnish Only
Exterior HM/HM - Double - 6' 0" x 7' 0"		ea	\$ 2,430.00	\$ -	Furnish Only
Exterior HM/HM - Double - 6' 0" x 7' 2"	1	ea	\$ 2,430.00	\$ 2,430	Furnish Only
Exterior HM/HM - Single - 4' 0" x 8' 0" - Non electrified	1	ea	\$ 550.00	\$ 550	Install Only
Exterior HM/HM - Double - 6' 0" x 7' 0" - Non electrified	1	ea	\$ 700.00	\$ 700	Install Only
Exterior HM/HM - Single - 3' 0" x 7' 0" - Electrified		ea	\$ 500.00	\$ -	Install Only
Exterior HM/HM - Double - 6' 0" x 7' 0" - Electrified	4	ea	\$ 800.00	\$ 3,200	Install Only

Interior Doors

Interior HM/HM - Single - 3' 6" x 7' 0"		ea	\$ 1,000.00	\$ -	Furnish Only
Interior HM/HM - Single - 3' 0" x 7' 2"	2	ea	\$ 1,000.00	\$ 2,000	Furnish Only
HM/HM - Double - 6' 0" x 7' 0"		ea	\$ 2,100.00	\$ -	Furnish Only
Sliding Rite Slide Doors SCWD - Single - 3' 4" x 8' 0"	1	ea	\$ 2,500.00	\$ 2,500	Furnish Only
Sliding Rite Slide Doors SCWD - Double - 6' 0" x 8' 0"	2	ea	\$ 2,500.00	\$ 5,000	Furnish Only,
Interior SCWD/HM - Single - 3' 0" x 7' 0"		ea	\$ 1,220.00	\$ -	Plastic laminate (std laminate) at LPDL doors + Prefinished Red Oak at SCWD doors Finish Hardware for above and cylinders only for alum doors - Furnish Only
Interior LPDL/HM - Single - 3' 0" x 7' 10"	14	ea	\$ 1,220.00	\$ 17,080	Furnish Only
Interior SCWD/HM - Single - 3' 4" x 7' 2"	1	ea	\$ 1,220.00	\$ 1,220	Furnish Only
Interior SCWD/HM - Single - 3' 6" x 7' 10" Vision Glass	1	ea	\$ 1,220.00	\$ 1,220	
Interior SCWD/HM - Single - 3' 0" x 7' 0" Full Glass	1	ea	\$ 1,220.00	\$ 1,220	
Interior SCWD/HM - Double - 6' 0" x 7' 0"	1	ea	\$ 2,150.00	\$ 2,150	Furnish Only
Interior SCWD/HM - Double - 6' 0" x 7' 0" Vision Glass		ea	\$ -	\$ -	
Interior SCWD/HM - Single - 4' 0" x 7' 10"	24	ea	\$ 550.00	\$ 13,200	Install only
Premium for Fire Rating (per leaf)	4	ea	\$ 50.00	\$ 200	
Premium for Card Readers		ea	\$ 560.00	\$ -	Division 28

08 30 00 Specialty Doors and Frames

Exterior Overhead Doors - 8' x 8'		ea	\$ -	\$ -	none assumed
Access Panels	25	ea	\$ 150.00	\$ 3,750	
Vertical Fire and Smoke Curtain		sf	\$ -	\$ -	none assumed

08 40 00 Entrances, Storefronts, and Curtainwalls

Exterior Storefront Curtainwall/Doors

Interior Glass Doors

Interior Storefront Door - Single 3' 0" x 7' 0"		ea	\$ -	\$ -	
Interior Storefront Door - Double 6' 0" x 7' 0"		pr	\$ -	\$ -	
Interior Frameless Glass Door - Single 3' 0" x 8' 0"	2	ea	\$ 3,950.00	\$ 7,900	
Interior Frameless Glass Door - Single 3' 3" x 8' 0"	1	ea	\$ 3,950.00	\$ 3,950	
Interior Frameless Glass Door - Double 6' 0" x 8' 0"	1	pr	\$ 5,950.00	\$ 5,950	
Interior Frameless Glass Door - Single 4' 0" x 8' 0"	4	ea	\$ 3,950.00	\$ 15,800	
Premium for Full Glass Fire-Rated Doors		ea	\$ -	\$ -	
Auto Operators Single - Interior - just operator	1	ea	\$ 2,800.00	\$ 2,800	
Auto Operators Double - Interior	1	ea	\$ 4,000.00	\$ 4,000	
Auto Operators Single - Exterior	2	ea	\$ 2,800.00	\$ 5,600	
Auto Operators Double - Exterior	1	ea	\$ 4,000.00	\$ 4,000	
Card Readers		ea	\$ -	\$ -	See security

BUILDING

DESCRIPTION	QTY	UNIT	UNIT \$	TOTAL	COMMENTS
<u>Exterior Curtainwall / Storefront Systems</u>					
Curtainwall - CW-1	250	sf	\$ 120.00	\$ 30,000	
Storefront - SF-1	250	sf	\$ 82.00	\$ 20,500	
<u>Interior Glass Walls</u>					
Interior Storefront - GW-1	10	sf	\$ 419.00	\$ 4,190	
08 50 00 Windows and Glass					
<u>Exterior Windows</u>					
Aluminum Windows	250	sf	\$ 110.00	\$ 27,500	
<u>Interior Glass and Glazing</u>					
Interior Glazing - Premium for Fire Rated Glass		sf	\$ -	\$ -	none assumed
Mirrors - Frameless	25	sf	\$ 50.00	\$ 1,250	none assumed
08 90 00 Louvers and Vents					
Louvers - Prefinished Aluminum to Match Metal Panels	40	sf	\$ 110.00	\$ 4,400	none assumed
TOTAL - DIV 8				\$ 196,160	

09 FINISHES

09 20 00 Plaster and Gypsum Board

Structural Stud Wall Assemblies

Wood Framing System - Exterior Back-up, Building Shell & Core. 12,533 sf \$ 38.00 \$ 476,254 Wood Framing, insulated sheathing, inwall insulation, drywall and finishing

Exterior Soffit System 3,027 sf \$ 5.00 \$ 15,135

Interior GWB Wall Assemblies

Included in Wood Framing System

Premium for STC Rating 12,533 sf \$ 0.50 \$ 6,267

Premium for Level 5 Finish sf \$ - \$ - none assumed

Premium for Abuse Resistant 12,533 sf \$ 1.00 \$ 12,533

Premium for Impact Resistant sf \$ - \$ - none assumed

Interior GWB Ceiling Assemblies

GWB Ceilings - Metal framing - sf \$ 15.00 \$ - - Included in Wood Framing System

GWB Ceilings - Moisture Resistant sf \$ - \$ - - Included in Wood Framing System

Acoustical Ceiling Panels - Moisture Resistant sf \$ - \$ - - Included in Wood Framing System

GWB Bulkheads - lf \$ 60.00 \$ - - Included in Wood Framing System

BUILDING

DESCRIPTION	QTY	UNIT	UNIT \$	TOTAL	COMMENTS
09 30 00 Tiling (See finish matrix)					
<u>Tile/Stone Flooring</u>					
Porcelain Tile - Floor		sf	\$ 13.50	\$ -	None assumed
Porcelain Tile - Base		lf	\$ 20.00	\$ -	None assumed
Ceramic Tile - Floor	411	sf	\$ 9.25	\$ 3,802	
Ceramic Tile - Base		lf	\$ 7.75	\$ -	None assumed
Quarry Tile Floor		sf	\$ -	\$ -	None assumed
Quarry Tile Base		lf	\$ -	\$ -	None assumed
Natural Stone Floor		sf	\$ -	\$ -	None assumed
Natural Stone Base		lf	\$ -	\$ -	None assumed
Schluter Strip Threshold	7	ea	\$ 25.00	\$ 175	
<u>Tile/Stone Wall Finish</u>					
Porcelain Tile - Wall		sf	\$ 13.50	\$ -	None assumed
Ceramic Tile - Wall	2,250	sf	\$ 9.25	\$ 20,813	
<u>Misc. Tile Supplementary Components</u>					
Waterproofing Membrane - fleece polyethylene grid (under tile floors)		sf	\$ 3.00	\$ -	
Anti-Fracture Membrane		sf	\$ 3.00	\$ -	None assumed
Sealer for Natural Stone Tile		sf	\$ -	\$ -	None assumed
Epoxy grout		sf	\$ 2.50	\$ -	None assumed
09 50 00 Ceilings					
<u>Acoustical Panel Ceilings</u>					
ACT Ceilings	2,955	sf	\$ 5.00	\$ 14,775	
Wood Veneer Acoustic Panels	142	sf	\$ 12.00	\$ 1,704	
09 60 00 Flooring (See finish matrix)					
<u>Resilient Flooring, Base and Accessories</u>					
VCT- Vinyl Tile	-	sf	\$ 2.00	\$ -	
Resilient Sheet Flooring		sf	\$ -	\$ -	
LVT	1,139	sf	\$ 5.00	\$ 5,695	
Sealed Concrete	493	sf	\$ 2.00	\$ 986	
Rubber Base	2,509	lf	\$ 2.50	\$ 6,273	
<u>Carpet</u>					
Carpet Tile - moderate price	1,033	sy	\$ 40.00	\$ 41,333	
Carpet Tile - high end price	-	sy	\$ 50.00	\$ -	
Walk Off Mat	101	sy	\$ 7.50	\$ 758	
Floor prep	568	sf	\$ 3.50	\$ 1,989	
Moisture Mitigation	10,540	sf	\$ 1.00	\$ 10,540	
09 70 00 Wall Finishes					
Natural Stone Veneer		sf	\$ -	\$ -	
Vinyl Wall Coverings		sy	\$ -	\$ -	
09 80 00 Acoustic Treatment					
Acoustic Wall Panels	285	lf	\$ 40.00	\$ 11,400	
09 90 00 Painting and Coating					
<u>Exterior Façade Painting</u>					
Exterior Painting	1	ls	\$ 3,500.00	\$ 3,500	
<u>Interior Painting</u>					
Painted GWB Walls	27,225	sf	\$ 0.90	\$ 24,503	Spray work
Painted CMU Walls	100	sf	\$ 1.00	\$ 100	
Painted GWB Ceilings	550	sf	\$ 0.50	\$ 275	Spray work
Painted Exposed MEP and bar joists in Ceilings	6,372	sf	\$ 0.40	\$ 2,549	Flat dryfall
Paint - GWB bulkhead	24	sf	\$ 0.65	\$ 16	
Paint Frames	18	ea	\$ 65.00	\$ 1,170	
Paint Doors	18	ea	\$ 55.00	\$ 990	
Paint Stairs / Stair Railings	-	fts	\$ 300.00	\$ -	
Misc. Painted Finishes	1	allow	\$ 8,500.00	\$ 8,500	
TOTAL - DIV 9				\$ 672,032	

BUILDING

DESCRIPTION	QTY	UNIT	UNIT \$	TOTAL	COMMENTS
10 SPECIALTIES					
10 10 00 Information Specialties					
<u>Visual Display Units</u>					
Whiteboards - 4' x 3'	2	ea	\$ 195.00	\$ 390	Polyvision
Whiteboards - 4' x 6'	2	ea	\$ 235.00	\$ 470	Polyvision
Tack boards 4'x4'	-	ea	\$ 185.00	\$ -	Polyvision
 <u>Display Cases</u>					
Glass Display Case, in wall / flush	-	ea	\$ 2,150.00	\$ -	
Glass Display Case, wall mounted	-	ea	\$ 1,750.00	\$ -	
 <u>Directories</u>					
Directory, wall mounted	-	ea	\$ -	\$ -	None Assumed
 <u>Signage</u>					
Code Required Signs (ADA, Fire, Address, etc.)	4	allow	\$ 115.00	\$ 460	Life Safety
Exterior Signage on Building	1	ea	\$ 15,000.00	\$ 15,000	
Interior Signage, Room ID Plaque	25	ea	\$ 115.00	\$ 2,875	
Interior Signage, 12" Metal Pin Letters Cast Aluminum	10	ea	\$ 180.00	\$ 1,800	
 10 20 00 Interior Specialties					
<u>Operable Partition</u>					
Operable Panel Partition	-	sf	\$ 85.75	\$ -	
 <u>Wall and Door Protection</u>					
Corner Guards - Resilient, Plastic Type	24	ea	\$ 90.00	\$ 2,160	Include corner guards in book sorting
Fiberglass Reinforced Panels	-	sf	\$ -	\$ -	None assumed
 <u>Toilet, Bath, and Laundry Accessories</u>					
18" Grab Bar	7	ea	\$ 75.00	\$ 525	Bobrick
24" Grab Bar	7	ea	\$ 79.00	\$ 553	Bobrick
36" Grab Bar	7	ea	\$ 86.00	\$ 602	Bobrick
Changing Table	2	ea	\$ 350.00	\$ 700	Koala Kare
Single Coat Hook	11	ea	\$ 75.00	\$ 825	Bobrick
Paper Towel Dispenser	6	ea	\$ 250.00	\$ 1,500	Bobrick electrified unit
Paper Towel Dispenser with trash receptical	7	ea	\$ 450.00	\$ 3,150	Bobrick - Combo unit - Electrified per meeting on 7/21/21
Sanitary Napkin Disposal	7	ea	\$ 85.00	\$ 595	Bobrick
Soap Dispenser	13	ea	\$ 95.00	\$ 1,235	Bobrick
Toilet Seat Cover Dispenser	7	ea	\$ 65.00	\$ 455	Bobrick
Toilet Tissue Dispenser	7	ea	\$ 65.00	\$ 455	Bobrick
Bathroom Mirrors - Framed	7	ea	\$ 225.00	\$ 1,575	Bobrick
Janitor's Closet Accessories - Mop rack	1	ea	\$ 300.00	\$ 300	per janitor's closet
 10 40 00 Safety Specialties					
<u>Fire Extinguishers and Cabinets</u>					
Fire Extinguishers and cabinets (non rated)	5	ea	\$ 315.00	\$ 1,575	
 10 50 00 Storage Specialties					
<u>Lockers</u>					
Exterior Lockers - Metal	-	ea	\$ -	\$ -	None assumed
	-	ea	\$ -	\$ -	None assumed
 <u>Janitor Closet Wire Shelving</u>					
Shelving, High Volume, Vertical or Horizontal	1	ea	\$ 285.00	\$ 285	Assumed in janitors closet
	-	sf	\$ -	\$ -	See Division 12
 10 70 00 Exterior Specialties					
Flagpole	1	ea	\$ 8,500.00	\$ 8,500	
TOTAL - DIV 10				\$ 45,985	
11 EQUIPMENT					
11 30 00 Residential Equipment					
Refrigerator	1	ea	\$ 2,000.00	\$ 2,000	Furnish and install
Microwave - Counter top	1	ea	\$ 150.00	\$ 150	Furnish and install
Dishwasher	1	ea	\$ 1,400.00	\$ 1,400	Furnish and install
Vending Machines	-	ea	\$ -	\$ -	Assumed provided by library's existing vender/lease so none included

BUILDING

DESCRIPTION	QTY	UNIT	UNIT \$	TOTAL	COMMENTS
11 50 00 Educational and Scientific Equipment					
TV Monitors - 55" TV	4	ea	\$ 800.00	\$ 3,200	
Electrically Operated Projection Screen and Controls	1	ea	\$ 5,000.00	\$ 5,000	
AV Eqpt - Projectors	1	ea	\$ 2,000.00	\$ 2,000	
TOTAL - DIV 11				\$ 13,750	
12 FURNISHINGS					
12 20 00 Window Treatments					
Window Treatment - Manual shades	336	sf	\$ 14.00	\$ 4,704	Chain driven with valence, below the ceiling.
Window Treatment - Motorized Shades	500	sf	\$ 40.00	\$ 20,000	Power and control wiring by others, intelligent motor middle of the road.
12 30 00 Casework					
Interior casework & millwork	12,533	sf	\$ 8.00	\$ 100,264	
12 50 00 Furniture					
All non-fixed furniture	-	sf	\$ 55.00	-	
Artwork	-	ls	-	-	See FF&E, Artwork, and AV
Security Mirrors	-	lf	-	-	Assume in furniture budget
TOTAL - DIV 12				\$ 124,968	
13 SPECIAL CONSTRUCTION					
13 10 00 Special Facility Components					
Fountains		ea	\$ -	-	None assumed
TOTAL - DIV 13				\$ -	
14 CONVEYING SYSTEMS					
TOTAL - DIV 14				\$ -	

BUILDING

DESCRIPTION	QTY	UNIT	UNIT \$	TOTAL	COMMENTS
21 FIRE SUPPRESSION					
21 10 00 Water Based Fire Suppression Systems					
Sprinklers	12,533	sf	\$ 5.50	\$ 68,932	Seismic not assumed
21 30 00 Fire Pumps					
Fire Pumps	-	ea	\$ -	-	Not assumed, if needed add \$35,000
TOTAL - DIV 21				\$ 68,932	
22 PLUMBING					
22 00 00 Plumbing Insulation					
Plumbing Insulation	1	sf	\$ -	-	Included with plumbing and piping number
22 10 00 Plumbing Piping					
Plumbing System	12,533	sf	\$ 10.00	\$ 125,330	Included with plumbing and piping number
Sanitary Piping	1	sf	\$ -	-	Included with plumbing and piping number
Gas Piping	1	sf	\$ -	-	Included with plumbing and piping number
22 30 00 Plumbing Equipment					
Plumbing Equipment	1	ea	\$ -	-	Included with plumbing and piping number
22 40 00 Plumbing Fixtures					
Plumbing Fixtures, WH, Drains, Permit, ETC	1	ls	\$ -	-	Included with plumbing and piping number
TOTAL - DIV 22				\$ 125,330	
23 HVAC					
23 10 00 Facility Fuel Systems					
Natural Gas Piping	50	lf	\$ 75.00	\$ 3,750	
23 00 00 HVAC					
Rough Material for piping, ductwork, and plumbing	1	ls	\$ 50,000.00	-	Inc.
Geothermal wellfield and distribution system	-	lf	\$ 40.00	-	12 wells @ 350' Depth (Total 4,200LF)
23 30 00 HVAC					
Heating & A/C Equipment	12,533	sf	\$ 60.00	\$ 751,980	
Air Outlets and Inlets	-	sf	\$ -	-	
Testing and balancing	-	sf	\$ -	-	
23 40 00 HVAC Air Cleaning Devices					
Air Filtration System	-	gsf	\$ -	-	None assumed
TOTAL - DIV 23				\$ 755,730	
25 INTEGRATED AUTOMATION					
25 50 00 Integrated Automation Facility Controls					
Automated Building Controls	12,533	sf	\$ 3.50	\$ 43,866	Assumed packaged control system
TOTAL - DIV 25				\$ 43,866	
26 ELECTRICAL					
26 10 00 Medium Voltage Electrical Distribution					
Site power tie in	1	ea	\$ 10,000.00	\$ 10,000	
Site power	1	ls	\$ 25,000.00	\$ 25,000	
Electrical Labor	5,040	hrs	\$ 60.00	\$ 302,400	
Temporary Power & Lighting	1	ls	\$ 5,000.00	\$ 5,000	
Electrical permits and inspections	1	ls	\$ 5,000.00	\$ 5,000	
Independent testing & studies	1	ls	\$ 10,000.00	\$ 10,000	
Mobilization and equipment	1	ls	\$ 10,000.00	\$ 10,000	

BUILDING

DESCRIPTION	QTY	UNIT	UNIT \$	TOTAL	COMMENTS
26 20 00 Low Voltage Electrical Distribution					
Lighting Controls	12,533	sf	\$ 1.71	\$ 21,431	
Branch Power	12,533	sf	\$ 4.23	\$ 53,015	
Switchgear & Panels	12,533	sf	\$ 2.00	\$ 25,066	
Feeders	-	sf	\$	-	
Mechanical Connections	12,533	sf	\$ 3.49	\$ 43,740	
Raceways for other trades	90	ea	\$ 100.00	\$ 9,000	
Power for paper towel dispensers and faucets	10	ea	\$ 275.00	\$ 2,750	
26 30 00 Facility Power Generating and Storing Equipment					
Emergency Generators	-	sf	\$ -	-	none assumed
Battery Equipment	-	sf	\$ -	-	none assumed
Power Filtering and Conditioning	-	sf	\$ -	-	none assumed
Transfer Switches	-	sf	\$ -	-	none assumed
26 40 00 Electrical Protection					
Grounding	12,533	sf	\$ 0.90	\$ 11,280	
Lightning Protection	12,533	sf	\$ 1.10	\$ 13,786	
26 50 00 Lighting					
Lighting	12,533	sf	\$ 6.25	\$ 78,331	for fixtures
Site Lighting	4	ea	\$ 6,300.00	\$ 25,200	
Electronic Message Board	1	ea	\$ 4,000.00	\$ 4,000	
26 90 00 Photovoltaic					
Roof mounted solar arrays	-	W	\$ 2.00	-	Removed on 3/27/23
TOTAL - DIV 26				\$ 654,999	
27 COMMUNICATIONS					
27 10 00 Structured Cabling					
Structured Cabling	12,533	sf	\$ 7.00	\$ 87,731	
27 20 00 Data Communications					
Data Cabling and wall and floor boxes	1	ls	\$ 10,000.00	\$ 10,000	
Wireless Access Points(WAPS)	1	ls	\$ 8,900.00	\$ 8,900	
27 40 00 Audio-Video Communications					
Audio-Video Communications	-	sf	\$ -	-	Included \$10,000 with the FF&E, Artwork, and AV line item.
27 60 00 Computer Equipment					
Computers and accessories	-	sf	\$ -	-	By ESRL, none assumed.
TVs	-	sf	\$ -	-	See division 11
Cabling - HDMI	-	sf	\$ -	-	By ESRL, none assumed.
Mobile TV station	-	ls	\$ -	-	Included in AV
Printers	-	sf	\$ -	-	By ESRL, none assumed.
TOTAL - DIV 27				\$ 106,631	
28 ELECTRONIC SAFETY & SECURITY					
28 10 00 Access Control					
Access Control - Single Door	7	ea	\$ 3,000.00	\$ 21,000	Included card readers, per door schedule. Per 6/24/21 meeting add a card reader to room 111/1 so all reading rooms have a card reader
Access Control - Double Door	1	ea	\$ 5,000.00	\$ 5,000	Included card readers, door 100/1
Access Control - Intercom	1	ea	\$ 1,200.00	\$ 1,200	Included card readers, door 139/2
28 20 00 Video Surveillance					
Video Surveillance - CCTV cabling	1	ls	\$ 3,450.00	\$ 3,450	Assumed 15 camera locations to wire to.
CCTV Equipment - Outdoor Camera	5	ea	\$ 1,800.00	\$ 9,000	Assumed 5 camera locations
CCTV Equipment - Indoor Camera	10	ea	\$ 1,500.00	\$ 15,000	Assumed 10 camera locations
28 40 00 Life Safety					
Fire Detection and Alarm	14,000	sf	\$ 0.55	\$ 7,700	
TOTAL - DIV 28				\$ 62,350	
TOTAL BUILDING				\$ 4,947,391	

SITE DEVELOPMENT

DESCRIPTION	QTY	UNIT	UNIT \$	TOTAL	COMMENTS
01 GENERAL REQUIREMENTS					
01 50 00 Temporary Facilities and Controls					
Perimeter Fencing & Barricades - Chain link	1,500	lf	\$ 4.00	\$ 6,000	Temp Chain link Fence
Perimeter Fencing & Barricades - Gates	3	sets	\$ 5,000	\$ 15,000	Temp Chain link Fence Type
01 70 00 Execution and Closeout Requirements					
Final Cleaning	1	allow	\$ 1,000	\$ 1,000	Site Cleaning/Road Wash down
TOTAL - DIV 1				\$ 22,000	
02 EXISTING CONDITIONS					
02 40 00 Demolition and Structure Moving					
<u>Site Demolition</u>					
Existing Sitework Demolition	53,000	sf	\$ 0.50	\$ 26,500	
<u>Site Utility Demolition</u>					
Demo Geothermal	-	ea	\$ -	\$ -	
<u>Building Demolition</u>					
Building Demolition		cf	\$ -	\$ -	See 'Building Tab'
<u>Site Remediation</u>					
Hazardous Materials Remediation	-	allow	\$ -	\$ -	None included.
TOTAL - DIV 2				\$ 26,500	
10 SPECIALTIES					
10 10 00 Information Specialties					
Site Signage	1	ea	\$ -	\$ -	Included with building
10 70 00 Exterior Specialties					
Ground Set Flag Poles	1	ea	\$ -	\$ -	See Division 10 70 00
Exterior Garden Shed	1	allow	\$ 10,000.00	\$ 10,000	
TOTAL - DIV 10				\$ 10,000	
26 ELECTRICAL					
26 50 00 Lighting					
Site Lighting - Parking Lot	1	allow	\$ 10,000.00	\$ 10,000	
Entrance Sign power	1	ls	\$ 5,500.00	\$ 5,500	
TOTAL - DIV 26				\$ 15,500	
31 EARTHWORK					
31 10 00 Site Clearing					
Clear and Grub	1	acres	\$ 1,100.00	\$ 1,354	
Remove Large Tree	0	ea	\$ 500.00	\$ -	
31 20 00 Earth Moving					
<u>Excavation - Mass Site Operation</u>					
Bulk Earthwork	1	ls	\$ 66,394.00	\$ 66,394	
Fine Grade Site	1	acres	\$ 1,500.00	\$ 1,846	
Unforeseen Conditions or Hazardous Materials Allowance		cy	\$ -	\$ -	None included.
Utility Locating - Test pits / Potholing	1	allow	\$ 10,000.00	\$ 10,000	
<u>Dewatering</u>					
Dewatering (Rainwater Only)		allow	\$ -	\$ -	None included.
<u>Sediment and Erosion Control</u>					
Silt Fence	-	ls	\$ -	\$ -	
Construction Entrance - Fabric and Stone	1	ea	\$ 10,000.00	\$ 10,000	
Dust Control/Street Cleaning	13	mths	\$ 1,000.00	\$ 13,000	
Temporary Seeding	5,956	sy	\$ 3.00	\$ 17,867	
SEC Maintenance	13	mths	\$ 1,000.00	\$ 13,000	

SITE DEVELOPMENT

DESCRIPTION	QTY	UNIT	UNIT \$	TOTAL	COMMENTS
31 30 00 Earthwork Methods					
Termite Control Soil Treatment	12,533	sf	\$ 0.50	\$ 6,267	Bldg. Footprint one application only
TOTAL - DIV 31				\$ 139,726	
32 EXTERIOR IMPROVEMENTS					
31 10 00 Bases, Ballasts, and Paving					
<u>Asphalt Paving</u>					
Asphalt Pavement - Light Duty (Parking Lots)	604	sy	\$ 45.00	\$ 27,167	
<u>Concrete Paving</u>					
Concrete curb, gutter, and sidewalk	1	ls	\$ 25,000.00	\$ 25,000	Includes broom finish sidewalks
Stamped concrete sidewalks	-	sf	\$ 15.75	\$ -	
<u>Paving Specialties</u>					
Parking Bumpers	-	ea	\$ 75.00	\$ -	
Pavement Markings & Signage	604	sy	\$ 1.00	\$ 604	Included in asphalt paving
Bollards	-	ea	\$ -	\$ -	None included.
32 30 00 Site Improvements					
<u>Chain Link Fences and Gates - Permanent</u>					
Steel and picket site fence	62	lf	\$ 170.00	\$ 10,540	
Steel and picket fence gates	3	ea	\$ 1,500.00	\$ 4,500	
Cedar Site Fence	-	lf	\$ 112.69	\$ -	
<u>Site Concrete</u>					
Transformer Pad	1	allow	\$ 2,500.00	\$ 2,500	
<u>Site Retaining / Screen Walls</u>					
Site Walls - Concrete	-	ls	\$ 82,000.00	\$ -	
Site Wall - Children's Area Projection Wall Steel Support	-	ls	\$ 5,000.00	\$ -	
Site Wall - Children's Area Projection Wall	-	sf	\$ 53.00	\$ -	
Exterior Benches and Monument Sign	1	ls	\$ 18,507.00	\$ 18,507	
Concrete Base for Lockers	-	ea	\$ 300.00	\$ -	
Raised Planters / Concrete Retaining Wall	1	ea	\$ 17,500.00	\$ 17,500	
<u>Site Furnishings</u>					
Bicycle Racks	4	ea	\$ 1,500.00	\$ 6,000	
Benches	-	ea	\$ -	\$ -	Included with concrete
Trash Receptacles	1	allow	\$ 500.00	\$ 500	
Table and Chairs	-	allow	\$ -	\$ -	See Division 14
32 80 00 Irrigation					
<u>Landscape Irrigation</u>					
Sprinkler Irrigation including power feed	1	sf	\$ -	\$ -	None assumed
32 90 00 Planting					
<u>Turf and Grasses</u>					
Seed Disturbed Areas	-	sy	\$ -	\$ -	Included with Earth work
<u>Plants</u>					
Landscaping	1	allow	\$ 50,000.00	\$ 50,000	
TOTAL - DIV 32				\$ 162,817	

SITE DEVELOPMENT

DESCRIPTION	QTY	UNIT	UNIT \$	TOTAL	COMMENTS
33 UTILITIES					
33 10 00 Water Utilities					
Domestic Water					
Water Utilities	1	ls	\$ 20,000.00	\$ 20,000	
33 30 00 Sanitary Sewerage					
Sanitary Sewerage, piping, and manholes	1	ls	\$ 19,205.00	\$ 19,205	
33 40 00 Stormwater Utilities					
Storm utility / infiltrations system	1	ls	\$ 90,000.00	\$ 90,000	
33 70 00 Electrical Utilities					
Electric - Power Tie Into Main Utilities	1	ea	\$	-	Included with building
33 80 00 Communications Utilities					
Communication - Telecomm Tie in to Main Utilities	1	ea	\$	-	Included with building
TOTAL - DIV 33				\$ 129,205	
TOTAL SITE DEVELOPMENT				\$ 505,749	

8/11/2023
Proposed Pocomoke Library Cash Flow Estimate

		Est. Cash Flow	Cumulative Total
	Precon Est	\$ 35,000.00	
			35,000

		Est. Cash Flow	Cumulative Total
FY 2024	Construction	\$ 7,610,316.55	
Jan		\$ 426,894.56	\$ 426,894.56
Feb		\$ 972,013.93	\$ 1,398,908.49
Mar		\$ 764,054.42	\$ 2,162,962.90
Apr		\$ 684,671.20	\$ 2,847,634.11
May		\$ 798,993.38	\$ 3,646,627.49
Jun		\$ 644,625.72	\$ 4,291,253.20
	FY 2024	\$ 4,291,253.20	

		Est. Cash Flow	Cumulative Total
FY 2025	Construction		
Jul		\$ 101,360.93	\$ 4,392,614.13
Aug		\$ 441,450.75	\$ 4,834,064.88
Sep		\$ 350,705.34	\$ 5,184,770.22
Oct		\$ 419,403.66	\$ 5,604,173.88
Nov		\$ 482,439.92	\$ 6,086,613.80
Dec		\$ 425,933.32	\$ 6,512,547.11
Jan		\$ 231,109.21	\$ 6,743,656.33
Feb		\$ 89,275.74	\$ 6,832,932.07
Mar		\$ 287,661.47	\$ 7,120,593.54
Apr		\$ 489,724.79	\$ 7,610,318.33
	FY 2025	\$ 3,319,065.13	
	TOTAL construction	\$ 7,610,318.33	


AIA® Document B133® – 2019
Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition

AGREEMENT made as of the 28 day of June in the year 2023
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address, and other information)

County Commissioners of Worcester County, MD
1 West Market St., Room 1103
Snow Hill, MD
21863

and the Architect:
(Name, legal status, address, and other information)

JSD, Inc
PO Box 237
Warren, VT
05674

for the following Project:
(Name, location, and detailed description)

Worcester County Pocomoke Library
Pocomoke, MD **12,500** *sq*
New construction of building of ~~13,000~~sf including stacks, offices, community spaces,
children's library, and reading spaces.

The Construction Manager (if known):
(Name, legal status, address, and other information)

TBD

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A201–2017™, General Conditions of the Contract for Construction; A133–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price; and A134–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price. AIA Document A201™–2017 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

1. Pre design report by JSD dated 1.28.23
2. Subconsultant proposals
 - a. MEP FP Gipe 6/2/23
 - b. Civil EA Associates 6/1/2023
 - c. Structural GMB 6/10/2022 verified 6/1/2023

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

see program dated 5.31.23 attached

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Full block to be cleared except for trees identified to be preserved and protected. Bounded by Market, 3rd, and 4th streets and Cemetery alley. All public utilities available.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

approximately \$9,300,000

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§ 1.1.4 The Owner’s anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Schematic Design	August 2023
Design Development	September-November
Construction Documents	December- January
Permit	February- March
Bid	April- May 2024

.2 Construction commencement date:

June 2024

.3 Substantial Completion date or dates:

July 2025

.4 Other milestone dates:

Construction Manager RFP	July 2023
Construction Manager retained by	September 2023

§ 1.1.5 The Owner intends to retain a Construction Manager pursuant to the following agreement:

(Indicate agreement type.)

- AIA Document A133–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.
- AIA Document A134–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price.

§ 1.1.6 The Owner’s requirements for accelerated or fast-track design and construction, or phased construction are set forth below:

(List number and type of bid/procurement packages.)

n/a

(Paragraphs deleted)

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:

(List name, address, and other contact information.)

Bill Bradshaw
County Engineer

§ 1.1.9 The persons or entities, in addition to the Owner’s representative, who are required to review the Architect’s submittals to the Owner are as follows:

(List name, address, and other contact information.)

Jennifer Ranck
Director, Worcester County Libraries

§ 1.1.10 The Owner shall retain the following consultants and contractors:

(List name, legal status, address, and other contact information.)

.1 Construction Manager:

(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1)

TBD

.2 Land Surveyor:

n/a

.3 Geotechnical Engineer:

Paul Till
Hardin Kite

.4 Civil Engineer:

n/a

.5 Other consultants and contractors:

(List any other consultants and contractors retained by the Owner.)

n/a

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:

(List name, address, and other contact information.)

Jeff Schoellkopf, AIA, LEED AP
President, JSD, Inc

§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:

(List name, legal status, address, and other contact information.)

§ 1.1.12.1 Consultants retained under Basic Services:

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.1 Structural Engineer:

George , Miles, and Buhr (GMB)
Salisbury MD

Reggie Mariner, PE, Senior Vice President

.2 Mechanical Engineer:

Gipe Associates, Inc
Easton, MD

David Hoffman, PE, President

.3 Electrical Engineer:

Gipe Associates, Inc
Easton, MD

David Hoffman, PE, President

§ 1.1.12.2 Consultants retained under Supplemental Services:

EA Associates, civil engineering and survey Steven Lemasters, PE, Project manager

§ 1.1.13 Other Initial Information on which the Agreement is based:

n/a

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

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ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in the agreement identified in Section 1.1.5. The Architect shall not be responsible for actions taken by the Construction Manager.

§ 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.6 **Insurance.** The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.6.1 Commercial General Liability with policy limits of not less than one million (\$ 1,000,000) for each occurrence and one million (\$ 1,000,000) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than three hundred thousand (\$ 300,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.6.1 and 2.6.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.6.4 Workers' Compensation at statutory limits.

§ 2.6.5 Employers' Liability with policy limits not less than one million (\$ 1,000,000) each accident, one million (\$ 1,000,000) each employee, and one million (\$ 1,000,000) policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than one million (\$ 1,000,000) per claim and two million (\$ 2,000,000) in the aggregate.

§ 2.6.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6.

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ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit, for the Construction Manager's review and the Owner's approval, a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the Construction Manager's review, for the performance of the Construction Manager's Preconstruction Phase services, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

§ 3.1.5 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming work, made or given without the Architect's written approval.

§ 3.1.6 The Architect shall, in coordination with the Construction Manager, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.7 The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.8 Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, or the Owner's approval of the Construction Manager's Control Estimate, as applicable, the Architect shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the Architect. The Architect and Construction Manager shall include the Owner in communications related to substitution requests, clarifications, and interpretations.

§ 3.2 Review of the Construction Manager's Guaranteed Maximum Price Proposal or Control Estimate

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare, for review by the Owner and Architect, and for the Owner's acceptance or approval, a Guaranteed Maximum Price proposal or Control Estimate. The Architect shall assist the Owner in reviewing the Construction Manager's proposal or estimate. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager.

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7

§ 3.2.2 Upon authorization by the Owner, and subject to Section 4.2.1.14, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 3.3 Schematic Design Phase Services

§ 3.3.1 The Architect shall review the program, and other information furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.3.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.3.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.3.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, to the Owner and Construction Manager, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.3.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for Construction Manager's review and the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.3.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.

§ 3.3.5.2 The Architect shall consider with the Owner and the Construction Manager the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.3.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 3.3.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

§ 3.3.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

§ 3.4 Design Development Phase Services

§ 3.4.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Construction Manager's review and the Owner's approval. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building

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8

systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.4.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.4.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 3.5 Construction Documents Phase Services

§ 3.5.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Construction Manager's review and the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Construction Manager will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.5.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.5.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and Construction Manager in the development and preparation of (1) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) and (2) a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include sample forms.

§ 3.5.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.5.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner's approval of the Construction Documents.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Construction Manager modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 3.6.1.2 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Owner's approval of the Construction Manager's Control Estimate, or by a written agreement between the Owner and Construction Manager which sets forth a description of the Work to be performed by the Construction Manager prior to such acceptance or approval. Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.1.3 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be

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responsible for the Construction Manager's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager or of any other persons or entities performing portions of the Work.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Construction Manager, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Construction Manager. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Construction Manager, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Construction Manager designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall render initial decisions on Claims between the Owner and Construction Manager as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Construction Manager

§ 3.6.3.1 The Architect shall review and certify the amounts due the Construction Manager and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Construction Manager's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Construction Manager is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Construction Manager's right to payment, or (4) ascertained how or for what purpose the Construction Manager has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

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10

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Construction Manager's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Construction Manager's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Construction Manager's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Construction Manager to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Construction Manager's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Construction Manager in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Construction Manager; and
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Construction Manager, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Construction Manager: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Construction Manager under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

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12

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Assistance with Selection of Construction Manager	Owner primary with Arch support
§ 4.1.1.2 Programming	complete
§ 4.1.1.3 Multiple Preliminary Designs	complete
§ 4.1.1.4 Measured drawings	n/a
§ 4.1.1.5 Existing facilities surveys	n/a
§ 4.1.1.6 Site evaluation and planning	Architect- see EA proposal
§ 4.1.1.7 Building Information Model management responsibilities	Not required
§ 4.1.1.8 Development of Building Information Models for post construction use	Not required
§ 4.1.1.9 Civil engineering	Architect- see EA proposal
§ 4.1.1.10 Landscape design	Architect
§ 4.1.1.11 Architectural interior design	Architect- beyond basic finishes
§ 4.1.1.12 Value analysis	Not offered
§ 4.1.1.13 Cost estimating	Construction Manager
§ 4.1.1.14 On-site project representation	Not required
§ 4.1.1.15 Conformed documents for construction	MEP – see Gipe proposal
§ 4.1.1.16 As-designed record drawings	Architect if requested as additional
§ 4.1.1.17 As-constructed record drawings	Architect if requested as additional
§ 4.1.1.18 Post-occupancy evaluation	Not offered
§ 4.1.1.19 Facility support services	Not required
§ 4.1.1.20 Tenant-related services	n/a
§ 4.1.1.21 Architect’s coordination of the Owner’s consultants	Architect
§ 4.1.1.22 Telecommunications/data design	Owner- see Gipe proposal
§ 4.1.1.23 Security evaluation and planning	Owner- see Gipe proposal
§ 4.1.1.24 Commissioning	Owner
§ 4.1.1.25 Sustainable Project Services pursuant to Section 4.1.3	Not required
§ 4.1.1.26 Historic preservation	n/a
§ 4.1.1.27 Furniture, furnishings, and equipment design	Owner w Architect support
§ 4.1.1.28 Other services provided by specialty Consultants	As requested as additional
§ 4.1.1.29 Other Supplemental Services	As requested as additional

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect’s responsibility is provided below.

(Describe in detail the Architect’s Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect’s Services documents that can be included as an exhibit to describe the Architect’s Supplemental Services.)

See EA and Gipe proposals as noted above

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner’s responsibility is provided below.

(Describe in detail the Owner’s Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

Owner shall provide rfp, run the bid process, and make the final selection of the CM with the architects review and support, and attendance at interviews. Owner shall provide commissioning, possibly from Gipe as per the Berlin Library project, all cost estimating is to be by the CM, employed by the owner Owner shall select all furniture, with support and review by the architect.

(Paragraph deleted)

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or bid packages in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work, Guaranteed Maximum Price proposal, or Control Estimate exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes, or equipment;
- .3 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service that occur after the Construction commencement date;
- .4 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .6 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner- authorized recipients;
- .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
- .8 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .9 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect;
- .12 Services necessitated by replacement of the Construction Manager or conversion of the Construction Manager as constructor project delivery method to an alternative project delivery method;
- .13 Services necessitated by the Owner's delay in engaging the Construction Manager;
- .14 Making revisions to the Drawings, Specifications, and other documents resulting from agreed-upon assumptions and clarifications included in the Guaranteed Maximum Price Amendment or Control Estimate; and
- .15 Making revisions to the Drawings, Specifications, and other documents resulting from substitutions included in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice:

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14

- .1 Reviewing a Construction Manager's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Construction Manager's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Construction Manager from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Construction Manager-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders, and Construction Change Directives that require evaluation of the Construction Manager's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or
- .5 Evaluating substitutions proposed by the Owner or Construction Manager and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager
- .2 fifteen (15) visits to the site by the Architect during construction
- .3 two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 two (2) inspections for any portion of the Work to determine final completion

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within twenty four (24) months of the milestones described in § 1.1.4, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services if the Architect has incurred actual costs because of the delay.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties, and responsibilities as described in the agreement selected in Section 1.1.5.

§ 5.3 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect and Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Construction Manager to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

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15

§ 5.4 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.5 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.6 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.7 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.8 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 5.9 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.10 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.11 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.12 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.13 The Owner shall include the Architect in all communications with the Construction Manager that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.14 The Owner shall coordinate the Architect's duties and responsibilities set forth in the Agreement between the Owner and the Construction Manager with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Construction Manager, including the General Conditions of the Contract for Construction.

§ 5.15 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.16 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Construction Manager's general conditions costs, overhead, and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the compensation of the Construction Manager for Preconstruction Phase services; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in the Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work together to reconcile the cost estimates.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 terminate in accordance with Section 9.5;
- .3 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by the Construction Manager's subsequent cost estimates, the Guaranteed Maximum Price proposal, or Control Estimate that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due, pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Construction Manager, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise within the period specified by applicable law.

(Paragraph deleted)

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Architect's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

§ 8.1.4 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of

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18

performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

n/a

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

n/a

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction, except as modified in this Agreement. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

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§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner’s rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect’s promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect’s materials shall not include the Owner’s confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner’s promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days’ notice to the other party, when required by law, arbitrator’s order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties’ intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect’s Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)
\$468,301 – per attached fee summary

.2
(Paragraphs deleted)

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§ 11.2 For the Architect’s Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

hourly plus reimbursables

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

hourly plus reimbursables per the attached rate sheet and subconsultant agreements

§ 11.4 Compensation for Supplemental and Additional Services of the Architect’s consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect
(Paragraphs deleted)
 if approved by Owner.

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	\$30,621	percent (6.5	%)
Design Development Phase	\$97,112	percent (20.7	%)
Construction Documents Phase	\$176,246	percent (37.6	%)
Construction Phase	\$109,276	percent (23.3	%)
Bid and Permit	\$33,189		7.1	\
MDOT permitting	\$8,626		1.8	
Conformed MEP	\$5,513		1.2	
DPL incentive modelling	\$7,718		1.7	
Total Basic Compensation		one hundred percent (100	%)

The Owner acknowledges that with an accelerated Project delivery, multiple bid package process, or Construction Manager as constructor project delivery method, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner’s most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner’s budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect’s consultants are set forth below. The rates shall be adjusted in accordance with the Architect’s and Architect’s consultants’ normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

see The Design Group rate and service sheet, and subconsultant proposals

Employee or Category	Rate (\$0.00)
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§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect’s consultants directly related to the Project, as follows:

- .1 Authorized transportation and authorized out-of-town travel and subsistence;
- (Paragraph deleted)*
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner;
- (Paragraph deleted)*
- .9 All taxes levied on professional services and on reimbursable expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and
- .12 Other similar Project-related expenditures.

(Paragraph deleted)

§ 11.9 Architect’s Insurance. If the types and limits of coverage required in Section 2.6 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.6, and for which the Owner shall reimburse the Architect.)

n/a

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner’s account in the final invoice.

(Paragraph deleted)

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect’s invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

one percent per month % 1%

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect’s compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B133™–2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below, if completed, or the following:
(Insert the date of the E203-2013 incorporated into this agreement.)

n/a

- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition dated as indicated below.
(Insert the date of the E234-2019 incorporated into this agreement.)

n/a

Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

n/a

- .4 Other documents:
(List other documents, if any, forming part of the Agreement.)

MEP Agreement- Gipe Associates
Structural Agreement- GMB, Inc
Civil Proposal- EA Associates

This Agreement entered into as of the day and year first written above.

Jeff Schoellkopf

OWNER *(Signature)*

ARCHITECT *(Signature)*

Jeff Schoellkopf, President JSD, Inc 6/30/23

(Printed name and title)

(Printed name, title, and license number, if required)



THE DESIGN GROUP

ARCHITECTURE PLANNING INTERIOR DESIGN

JIM EDGCOMB, ARCHITECT

Airport Road Warren VT 05674 tel 802-496-5255

JEFF SCHOELLKOPF, ARCHITECT

2023 RATE SHEET

JSD/ THE DESIGN GROUP offers the following design services: Architecture, Landscape Architecture, Land, Site, and Master Planning, Sustainable Design, and Interior Design. Engineering Services may be provided by subconsultants. Rates for Design services are described below.

Design Services

Hourly Rate

- Principal \$ 165.00
- Project Architect / Sr. Planner \$ 115-145.00
- Designer / Project Manager / Planner \$ 95-105.00
- Draftsperson / Technician / Asst. Project Manager \$ 85-95.00
- Administration \$ 55.00

All design services can be provided on a fixed fee basis with a clearly defined Scope of Services. Billing occurs monthly and is due upon receipt. Interest on unpaid balances accrues at a rate of 1 1/2% / mo. Other services, including pre-design, permitting, model making, rendering, project management, cost estimating, and product research, are available as requested.

Reimbursable Expenses

Travel, transportation, lodging, and meals are charged on jobs more than a half an hour from our offices.

Transportation Costs

Auto at \$0.70 per mile
 Air travel tickets billed at cost
 Travel time billed at ½ hourly billable rate

Lodging and meals

At cost up to allowed IRS per diem

Printing/Plots	30 x 42	\$3.50
	24 x 36	\$2.50
	18 x 24	\$2.00
	12 x 18	\$1.50
	11 x 17	\$1.00

Color Copies 11x17 \$1.00 each

All other direct job expenses including consultants, engineering, telephone, postage, photography, and video recording is billed at cost plus 5% overhead.

Visit our website at www.tdgv.com

Additions and Deletions Report for AIA® Document B133® – 2019

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

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PAGE 1

AGREEMENT made as of the 28 day of June in the year 2023

...

County Commissioners of Worcester County, MD
1 West Market St., Room 1103
Snow Hill, MD
21863

...

JSD, Inc
PO Box 237
Warren, VT
05674

...

Worcester County Pocomoke Library
Pocomoke, MD
New construction of building of 13,000sf including stacks, offices, community spaces, children's library, and reading spaces.

...

TBD
PAGE 2

1. Pre design report by JSD dated 1.28.23
2. Subconsultant proposals
 - a. MEP FP Gipe 6/2/23
 - b. Civil EA Associates 6/1/2023
 - c. Structural GMB 6/10/2022 verified 6/1/2023

...

see program dated 5.31.23 attached

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User Notes:

(895703617)

...

Full block to be cleared except for trees identified to be preserved and protected. Bounded by Market, 3rd, and 4th streets and Cemetery alley. All public utilities available.

...

approximately \$9,300,000

PAGE 3

<u>Schematic Design</u>	<u>August 2023</u>
<u>Design Development</u>	<u>September-November</u>
<u>Construction Documents</u>	<u>December- January</u>
<u>Permit</u>	<u>February- March</u>
<u>Bid</u>	<u>April- May 2024</u>

...

June 2024

...

July 2025

...

<u>Construction Manager RFP</u>	<u>July 2023</u>
<u>Construction Manager retained by</u>	<u>September 2023</u>

...

AIA Document A133–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.

...

n/a

~~§ 1.1.7 The Owner’s anticipated Sustainable Objective for the Project:
(Identify and describe the Owner’s Sustainable Objective for the Project, if any.)~~

~~§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E234™ 2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner’s Sustainable Objective. If E234-2019 is incorporated into this Agreement, the Owner and Architect shall incorporate the completed E234-2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.~~

...

Bill Bradshaw
County Engineer
PAGE 4

Jennifer Ranck
Director, Worcester County Libraries

...

TBD

...

n/a

...

Paul Till
Hardin Kite

...

n/a

...

n/a

...

Jeff Schoellkopf, AIA, LEED AP
President, JSD, Inc
PAGE 5

George , Miles, and Buhr (GMB)
Salisbury MD

...

Reggie Mariner, PE, Senior Vice President

...

Gipe Associates, Inc
Easton, MD

...

David Hoffman, PE, President

...

Gipe Associates, Inc
Easton, MD

...

David Hoffman, PE, President

...

EA Associates, civil engineering and survey Steven Lemasters, PE, Project manager

...

n/a

PAGE 6

§ 2.6.1 Commercial General Liability with policy limits of not less than one million (\$ 1,000,000) for each occurrence and one million (\$ 1,000,000) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than three hundred thousand (\$ 300,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

...

§ 2.6.5 Employers' Liability with policy limits not less than one million (\$ 1,000,000) each accident, one million (\$ 1,000,000) each employee, and one million (\$ 1,000,000) policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than one million (\$ 1,000,000) per claim and two million (\$ 2,000,000) in the aggregate.

PAGE 13

§ 4.1.1.1	Assistance with Selection of Construction Manager	<u>Owner primary with Arch support</u>
§ 4.1.1.2	Programming	<u>complete</u>
§ 4.1.1.3	Multiple Preliminary Designs	<u>complete</u>
§ 4.1.1.4	Measured drawings	<u>n/a</u>
§ 4.1.1.5	Existing facilities surveys	<u>n/a</u>
§ 4.1.1.6	Site evaluation and planning	<u>Architect- see EA proposal</u>
§ 4.1.1.7	Building Information Model management responsibilities	<u>Not required</u>
§ 4.1.1.8	Development of Building Information Models for post construction use	<u>Not required</u>
§ 4.1.1.9	Civil engineering	<u>Architect- see EA proposal</u>
§ 4.1.1.10	Landscape design	<u>Architect</u>
§ 4.1.1.11	Architectural interior design	<u>Architect- beyond basic finishes</u>
§ 4.1.1.12	Value analysis	<u>Not offered</u>
§ 4.1.1.13	Cost estimating	<u>Construction Manager</u>
§ 4.1.1.14	On-site project representation	<u>Not required</u>
§ 4.1.1.15	Conformed documents for construction	<u>MEP – see Gipe proposal</u>
§ 4.1.1.16	As-designed record drawings	<u>Architect if requested as additional</u>
§ 4.1.1.17	As-constructed record drawings	<u>Architect if requested as additional</u>
§ 4.1.1.18	Post-occupancy evaluation	<u>Not offered</u>
§ 4.1.1.19	Facility support services	<u>Not required</u>
§ 4.1.1.20	Tenant-related services	<u>n/a</u>
§ 4.1.1.21	Architect’s coordination of the Owner’s consultants	<u>Architect</u>
§ 4.1.1.22	Telecommunications/data design	<u>Owner- see Gipe proposal</u>
§ 4.1.1.23	Security evaluation and planning	<u>Owner- see Gipe proposal</u>
§ 4.1.1.24	Commissioning	<u>Owner</u>
§ 4.1.1.25	Sustainable Project Services pursuant to Section 4.1.3	<u>Not required</u>
§ 4.1.1.26	Historic preservation	<u>n/a</u>
§ 4.1.1.27	Furniture, furnishings, and equipment design	<u>Owner w Architect support</u>
§ 4.1.1.28	Other services provided by specialty Consultants	<u>As requested as additional</u>
§ 4.1.1.29	Other Supplemental Services	<u>As requested as additional</u>

...

See EA and Gipe proposals as noted above

PAGE 14

Owner shall provide rfp, run the bid process, and make the final selection of the CM with the architects review and support, and attendance at interviews. Owner shall provide commissioning, possibly from Gipe as per the Berlin Librry project, all cost estimating is to be by the CM, employed by the owner Owner shall select all furniture, with support and review by the architect.

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E234™ 2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

...

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- .3 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of ~~Service~~; Service that occur after the Construction commencement date;

PAGE 15

- .1 two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager
- .2 fifteen (15) visits to the site by the Architect during construction
- .3 two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 two (2) inspections for any portion of the Work to determine final completion

...

§ 4.2.5 If the services covered by this Agreement have not been completed within twenty four (24) months of the ~~date of this Agreement, milestones described in § 1.1.4,~~ through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as ~~Additional Services~~; Services if the Architect has incurred actual costs because of the delay.

PAGE 18

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or ~~otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and otherwise~~ within the period specified by applicable law, ~~but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.law.~~

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.

...

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. ~~If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.~~

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

~~§ 8.2.3~~ The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

~~§ 8.2.4~~ If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

— Arbitration pursuant to Section 8.3 of this Agreement

— Litigation in a court of competent jurisdiction

— Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

~~§ 8.3 Arbitration~~

~~§ 8.3.1~~ If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

~~§ 8.3.1.1~~ A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

~~§ 8.3.2~~ The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

~~§ 8.3.3~~ The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

~~§ 8.3.4 Consolidation or Joinder~~

~~§ 8.3.4.1~~ Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

~~§ 8.3.4.2~~ Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

~~§ 8.3.4.3~~ The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

~~§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.~~

PAGE 19

n/a

...

n/a

PAGE 20

\$468,301 – per attached fee summary

~~.2 Percentage Basis
 — (Insert percentage value)~~

~~() % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.~~

~~.3 Other
 — (Describe the method of compensation)~~

PAGE 21

hourly plus reimbursables

...

hourly plus reimbursables per the attached rate sheet and subconsultant agreements

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect ~~plus percent (—%), or as follows:~~
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

if approved by Owner.

...

Schematic Design Phase	<u>\$30,621</u>	percent (<u>6.5</u>	%)
Design Development Phase	<u>\$97,112</u>	percent (<u>20.7</u>	%)
Construction Documents Phase	<u>\$176,246</u>	percent (<u>37.6</u>	%)
Construction Phase	<u>\$109,276</u>	percent (<u>23.3</u>	%)
<u>Bid and Permit</u>	<u>\$33,189</u>		<u>7.1</u>	↓
<u>MDOT permitting</u>	<u>\$8,626</u>		<u>1.8</u>	
<u>Conformed MEP</u>	<u>\$5,513</u>		<u>1.2</u>	
<u>DPL incentive modelling</u>	<u>\$7,718</u>		<u>1.7</u>	

...

see The Design Group rate and service sheet, and subconsultant proposals

PAGE 22

- ~~.1 Transportation Authorized transportation and authorized out-of-town travel and subsistence;~~
- ~~.2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;~~

...

~~.5 Postage, handling, and delivery;~~

...

.7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project; Owner;

~~.8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;~~

.9 All taxes levied on professional services and on reimbursable expenses;

~~.10 Site office expenses;~~

...

~~§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus percent (%) of the expenses incurred.~~

...

n/a

...

§ 11.10.1.1 An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

~~§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.~~

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

...

one percent per month % 1%

PAGE 23

n/a

...

n/a

...

n/a

...

MEP Agreement- Gipe Associates
Structural Agreement- GMB, Inc
Civil Proposal- EA Associates

...

Jeff Schoellkopf

...

Jeff Schoellkopf, President JSD, Inc 6/30/23

...



THE DESIGN GROUP

ARCHITECTURE PLANNING INTERIOR DESIGN

JIM EDGCOMB, ARCHITECT

Airport Road Warren VT 05674 tel 802-496-5255

JEFF SCHOELLKOPF, ARCHITECT

2023 RATE SHEET

ISD/ THE DESIGN GROUP offers the following design services: Architecture, Landscape Architecture, Land, Site, and Master Planning, Sustainable Design, and Interior Design. Engineering Services may be provided by subconsultants. Rates for Design services are described below.

<u>Design Services</u>	<u>Hourly Rate</u>
• Principal	\$ 165.00
• Project Architect / Sr. Planner	\$ 115-145.00
• Designer / Project Manager / Planner	\$ 95-105.00
• Draftsperson / Technician / Asst. Project Manager	\$ 85-95.00
• Administration	\$ 55.00

All design services can be provided on a fixed fee basis with a clearly defined Scope of Services. Billing occurs monthly and is due upon receipt. Interest on unpaid balances accrues at a rate of 1 1/2% / mo. Other services, including pre-design, permitting, model making, rendering, project management, cost estimating, and product research, are available as requested.

Reimbursable Expenses

Travel, transportation, lodging, and meals are charged on jobs more than a half an hour from our offices.

<u>Transportation Costs</u>	<u>Auto at \$0.70 per mile</u>
	<u>Air travel tickets billed at cost</u>
	<u>Travel time billed at ½ hourly billable rate</u>

<u>Lodging and meals</u>	<u>At cost up to allowed IRS per diem</u>
--------------------------	---

<u>Printing/Plots</u>	<u>30 x 42</u>	<u>\$3.50</u>
	<u>24 x 36</u>	<u>\$2.50</u>
	<u>18 x 24</u>	<u>\$2.00</u>
	<u>12 x 18</u>	<u>\$1.50</u>
	<u>11 x 17</u>	<u>\$1.00</u>

<u>Color Copies</u>	<u>11x17</u>	<u>\$1.00 each</u>
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All other direct job expenses including consultants, engineering, telephone, postage, photography, and video recording is billed at cost plus 5% overhead.

Visit our website at www.tdgv.com

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(895703617)

Certification of Document's Authenticity
AIA® Document D401™ – 2003

I, Jeff Schoellkopf, AIA, LEED AP, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:58:47 ET on 07/11/2023 under Order No. 2114385612 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B133™ – 2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)



Worcester County Department of Environmental Programs

Worcester County Government Center, 1 West Market Street, Rm 1306 | Snow Hill MD 21863

Tel. (410) 632-1220 | Fax: (410) 632-2012

Memorandum

To: Weston S. Young, P.E., Chief Administrative Officer

From: Robert J. Mitchell, LEHS, REHS/RS
Director, Environmental Programs

A handwritten signature in blue ink, appearing to be "R. Mitchell", is written over the name and title of the sender.

Subject: Ocean City Inlet

Potential for Refreshing the 1998 *Ocean City, Maryland, and Vicinity, Water Resources Study, Feasibility Report and Integrated Environmental Impact Statement (EIS)*

Date: 8/28/23

We were given ample opportunity during the recent MACo Convention to raise the urgency of the Ocean City Inlet issue with State and Federal officials who have committed to assisting with both the short and long-term solutions and keeping the pressure on the Army Corps of Engineers. This effort benefitted from two inlet boat trips organized by Senator Carozza to allow officials to view firsthand the conditions in the inlet. Both trips were done to bring attention to the continuing shoaling issue in the inlet and the decision earlier this year by the Corps to not fund the inlet jetty improvement project. We have an opportunity to move on one of our potential long-term solutions and are requesting approval for that action.

While the shoaling has been occurring in the inlet since its creation, the pace of the accumulating sands has been accelerated after Hurricane Sandy in 2013. Some of the short-term solutions we are exploring include a more aggressive dredging schedule, more material being removed from the shoals near the wester inlet navigational buoys, direct placement of the sand on the northern part of Assateague Island, relocation of buoys from time to time to get the best location for navigation thru the 11 and 12 buoys to match the best waters to reach the Ocean City Harbor. This informs the Corps dredge visits for material removal during their visits. We also realize our area needs to compete against the whole of the mid-Atlantic region for any additional use of these two dredges. Not only do we compete for time with other areas, the dredges are utilized for emergency storm repairs and they do need maintenance as well. In fact, the Murden is due to leave from Ocean City and has a scheduled shipyard visit immediately after it completes its work on the 30th. The Corps has plans for the Murden to be back in Ocean City around the 3rd week of October, barring any emergencies or delays.

There are longer term strategies also being considered, and those would include exploring the potential for a third Corps dredge for the region and a refreshment of the *1998 Ocean City, Maryland, and Vicinity, Water Resources Study, Feasibility Report and Integrated Environmental Impact Statement (EIS)*. That study recommended numerous projects, including long-term sand management for the northern portion (ocean surf zone) of Assateague Island, ecosystem restoration projects in the coastal bays, and navigation improvements. The Corps Long-Term Sand Management (LTSM) Project for Assateague Island, cost-shared with the NPS, was implemented in 2004. The project dredges sand from multiple sources, including the Ocean City Inlet, to compensate for sediment starvation at Assateague Island caused by the jetties at the inlet. The project is anticipated to continue through the year 2029 and will be renewed.

ITEM 16

Navigation and physical environment conditions have notably changed since the recommendations included in the *1998 EIS*. Based on recent issues in the Ocean City area, we are looking at the potential to update our *1990s Ocean City Water Resources Study*. This would allow us to look at the issues experienced in the inlet more holistically. We could use the upcoming Sand Management Plan that the Coastal Bays Program is working with all local partners on to line up projects or programs to maximize the beneficial use of dredged material in the area. There are issues of flooding in the area, particularly on the bayside of Ocean City and the mainland that could utilize materials for future restoration and restoration projects. We have other future improvements to our shorelines that incorporate habitat enhancement with storm resiliency features that can also use dredged materials. In other words, there are a lot of issues that should probably be looked at again 25-30 years later with a refreshed report. This report informs future project work and even assists with Corps maintenance priorities. It can be used and referenced in applications for follow-up grant funding for projects utilizing federal or state programs.

The Corps has reached out to us regarding a proposed update of the prior report. They have already put together a tentative budget package so they can request funding through the federal budget. These packages require a letter of intent from a potential sponsor. They note that increased funding is possible and in-kind credits are available. This package would be for federal fiscal year 2026, but a complete package would make us potentially eligible for funding before that time through discretionary funding that Congress typically adds to the Corps budget, or as a line-item add to their budget. This is a project that could have local partners along with us like MD DNR, the Town of Ocean City, and the National Park Service.

We would like to respectfully request approval to express interest in this intent to initiate a study partnership to address an update of the 1998 study to review the increasing water resource issues in the inlet and the opportunities for solutions. I have taken the liberty of attaching a prepared letter that expresses our interest in investigating problems related to flooding, ecosystem restoration, and navigation. The letter is non-binding, but expresses that there is interest locally for this study update.

Should you have any questions, please do not hesitate to contact me.

Attachment

September , 2023

Colonel Estee Pinchasin
Commander, Baltimore District
US Army Corps of Engineers
2 Hopkins Plaza
Baltimore, MD 21201

RE: Continuing Authorities Program Section 107
Ocean City Inlet & Harbor
Design and Implementation

Dear Colonel Pinchasin-

The Worcester County Commissioners recently reviewed an opportunity to be Based on recent issues in the Ocean City area, we are looking at the potential to update our *1998 Ocean City, Maryland, and Vicinity, Water Resources Study, Feasibility Report and Integrated Environmental Impact Statement (EIS)*. Navigation and physical environment conditions have notably changed in the Ocean City Inlet since the recommendations included in the original study, and shoaling impacts are increasing at an alarming rate since Hurricane Sandy in 2013.

We write on behalf of Worcester County to express our willingness to participate as the sponsor for the update of the *1998 Water Resources Study* in partnership with the U.S. Army Corps of Engineers (USACE). Our partnership will provide an opportunity for us to cooperatively conduct an update of the prior ecosystem restoration feasibility study and an integrated environmental assessment for the inlet. Worcester County understands that a study cannot be initiated unless it is selected as a New Start study with associated allocation of federal funds provided through the annual congressional appropriations process. If selected, we intend to sign a Feasibility Cost Sharing Agreement (FCSA) to initiate the study with USACE which targets completion of the feasibility study within three years.

After signing the FCSA, a Project Management Plan will be developed and agreed upon by Worcester County, our local and state partners and USACE. The study will be conducted and managed by USACE. The cost-share for the study is based on a 50 percent contribution by the federal government with local and state partners providing 50 percent contribution provided in cash or by a combination of cash and in-kind services. This letter constitutes only an expression of intent to initiate a study partnership to address the specified water resources problems and is not a contractual obligation. We acknowledge and understand that work on the study cannot commence until it is included in the administration's budget request, until funds are appropriated by congress, and until an FCSA is signed. Likewise, our participation as the sponsor of the study is subject to state and local funding appropriations. It is also our understanding that we or USACE may opt to discontinue the study at any time after the FCSA is signed. If it is determined that additional time or funding is necessary to support decisions to be made in order to complete the study, Worcester County and our local and state partners will work with USACE to determine the appropriate course of action.

Thank you for your consideration of this request. If you should have any questions, please feel free to contact either me or Weston S. Young, Chief Administrative Officer, at this office.

Sincerely,

Anthony W. Bertino, Jr
President

cc: Congressman Andy Harris
Senator Mary Beth Carozza
Delegate Wayne Hartman
Delegate Charles J. Otto
Christine Conn, MD DNR
Paul Ellington



DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET, ROOM 1201
SNOW HILL, MARYLAND 21863
TEL: 410.632.1200 / FAX: 410.632.3008

<http://www.co.worcester.md.us/departments/drp>

ZONING DIVISION
BUILDING DIVISION
DATA RESEARCH DIVISION

ADMINISTRATIVE DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

MEMORANDUM

TO: Weston S. Young, Chief Administrative Officer
FROM: Jennifer K. Keener, AICP, Director
DATE: August 28, 2023
RE: Worcester County Redistricting

As we have discussed in prior County Commissioner’s meetings, DRP has utilized redistricting software to prepare five draft election district maps. Currently, I am requesting that the Commissioners schedule a public hearing to obtain public input. I would also recommend establishing a public comment window following the hearing in which to receive additional written comments.

All draft versions utilized the following parameters for redistricting:

- Data used is based on the 2020 Census population figures. The population of Worcester County grew by 1,059 residents (2%) since the 2010 Census to 52,607 residents total.
- Boundaries are established at the census block level, and not the individual parcel level.
- Districts should be of nearly equal population (7,515), with minimal deviation between the highest and lowest total population by district to ensure equal representation (no more than 10%).
- A majority minority district must be maintained (currently Central District – No. 2).
- Contiguity must be maintained; districts should also be compact where possible.
- Minimize modifications to the existing district boundaries to the extent possible.

The maps are ready to be made public on the County website in an interactive format where constituents can view each map individually, or in a side-by-side comparison view of the current map and each respective draft. They will be able to search for their property address to see how the various drafts affect their placement in an election district. Alternatively, they can schedule an appointment with DRP staff during regular business hours to obtain assistance in reviewing their particular property or to obtain a copy of the maps for their property.

Following the public hearing and comment window, all public comments received will be submitted for Commissioner consideration at a work session to select and finalize a draft map. A legislative bill will then be prepared for introduction that will formally describe the district boundaries in detail and adopt the map in accordance with § CG 2-102 at another public hearing.

As always, if you or the County Commissioners have any questions, I will be available to discuss this matter at your convenience.

**NOTICE OF
PUBLIC HEARING FOR
REVISIONS TO THE
COUNTY COMMISSIONER DISTRICTS
WORCESTER COUNTY, MARYLAND**

The Worcester County Commissioners will hold a public hearing to receive public input on the proposed revisions to the County Commissioner Election Districts pursuant to Section 2-102 of the Worcester County Government Article. The County Commissioners will hold a

PUBLIC HEARING

on

TUESDAY, _____

AT _____

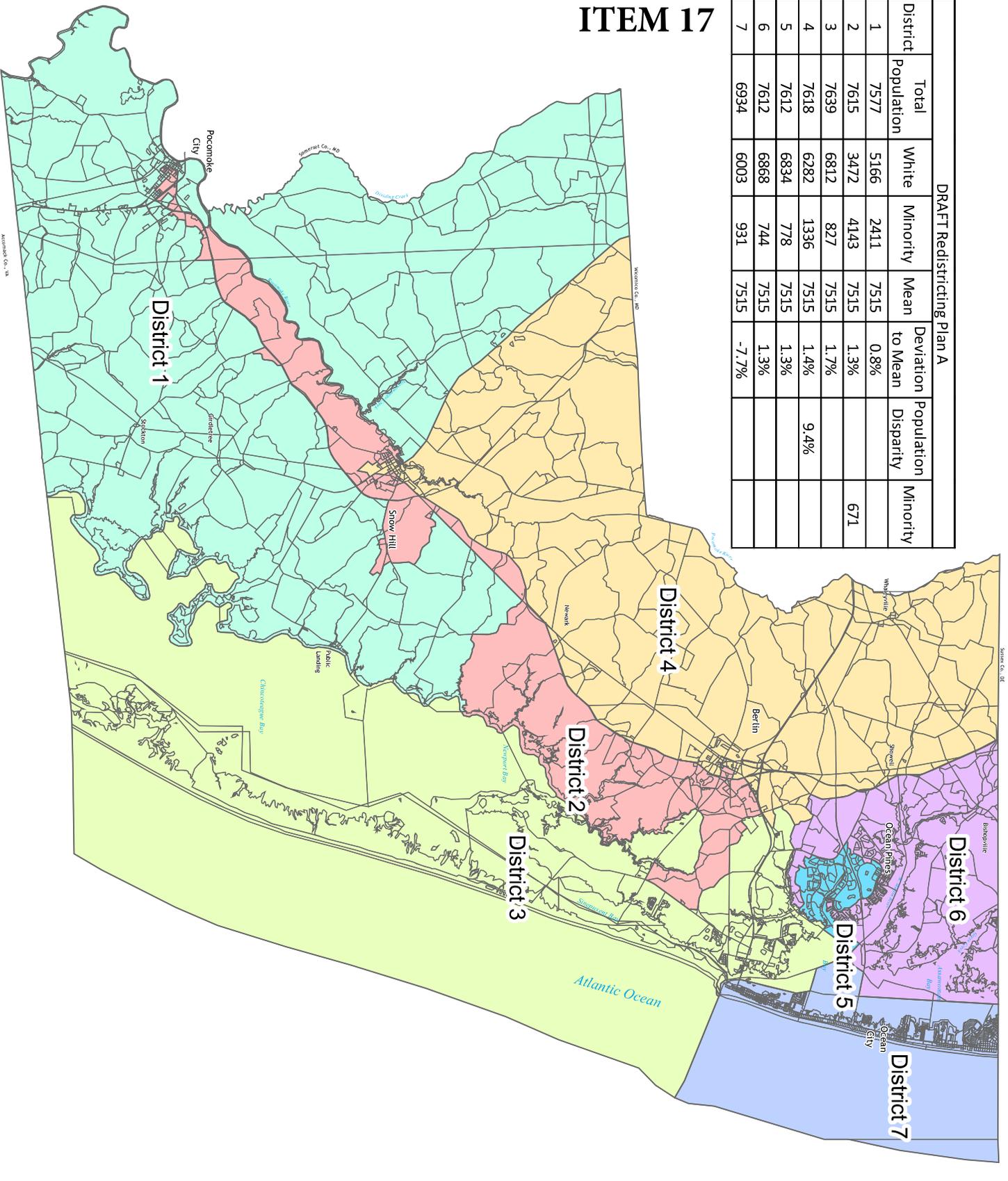
**IN THE COUNTY COMMISSIONERS' MEETING ROOM
WORCESTER COUNTY GOVERNMENT CENTER – ROOM 1101
ONE WEST MARKET STREET
SNOW HILL, MARYLAND 21863**

Maps are available to view electronically by visiting www.co.worcester.md.us or contacting the Department of Development, Review and Permitting, Worcester County Government Center, One West Market Street, Room 1201, Snow Hill, Maryland 21863 Monday through Friday from 8:00 A.M. and 4:30 P.M. (except holidays), at (410) 632-1200.

THE WORCESTER COUNTY COMMISSIONERS

ITEM 17

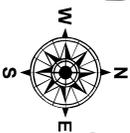
DRAFT Redistricting Plan A						
District	Total Population	White	Minority	Mean	Deviation to Mean	Population Disparity
1	7577	5166	2411	7515	0.8%	
2	7615	3472	4143	7515	1.3%	671
3	7639	6812	827	7515	1.7%	
4	7618	6282	1336	7515	1.4%	9.4%
5	7612	6834	778	7515	1.3%	
6	7612	6868	744	7515	1.3%	
7	6934	6003	931	7515	-7.7%	



DRAFT Worcester County Redistricting Project - Plan A

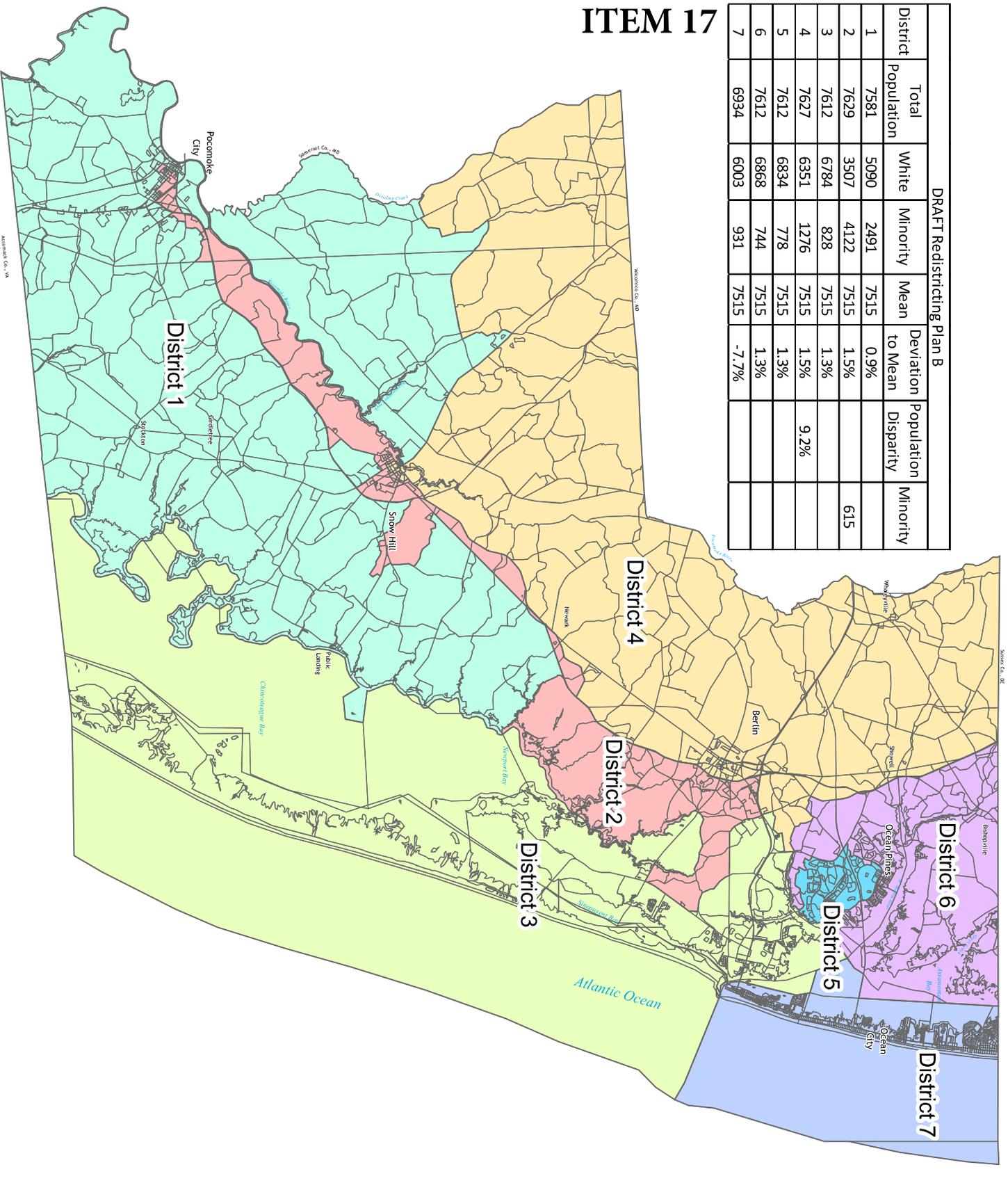
Development Review & Permitting - Technical Services Division - 2023

Source: US Census Bureau - 2020 Census Population & Maryland's 2020 Adjusted Population



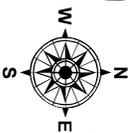
ITEM 17

DRAFT Redistricting Plan B						
District	Total Population	White	Minority	Mean	Deviation to Mean	Population Disparity
1	7581	5090	2491	7515	0.9%	
2	7629	3507	4122	7515	1.5%	615
3	7612	6784	828	7515	1.3%	
4	7627	6351	1276	7515	1.5%	9.2%
5	7612	6834	778	7515	1.3%	
6	7612	6868	744	7515	1.3%	
7	6934	6003	931	7515	-7.7%	



DRAFT Worcester County Redistricting Project - Plan B

Development Review & Permitting - Technical Services Division - 2023

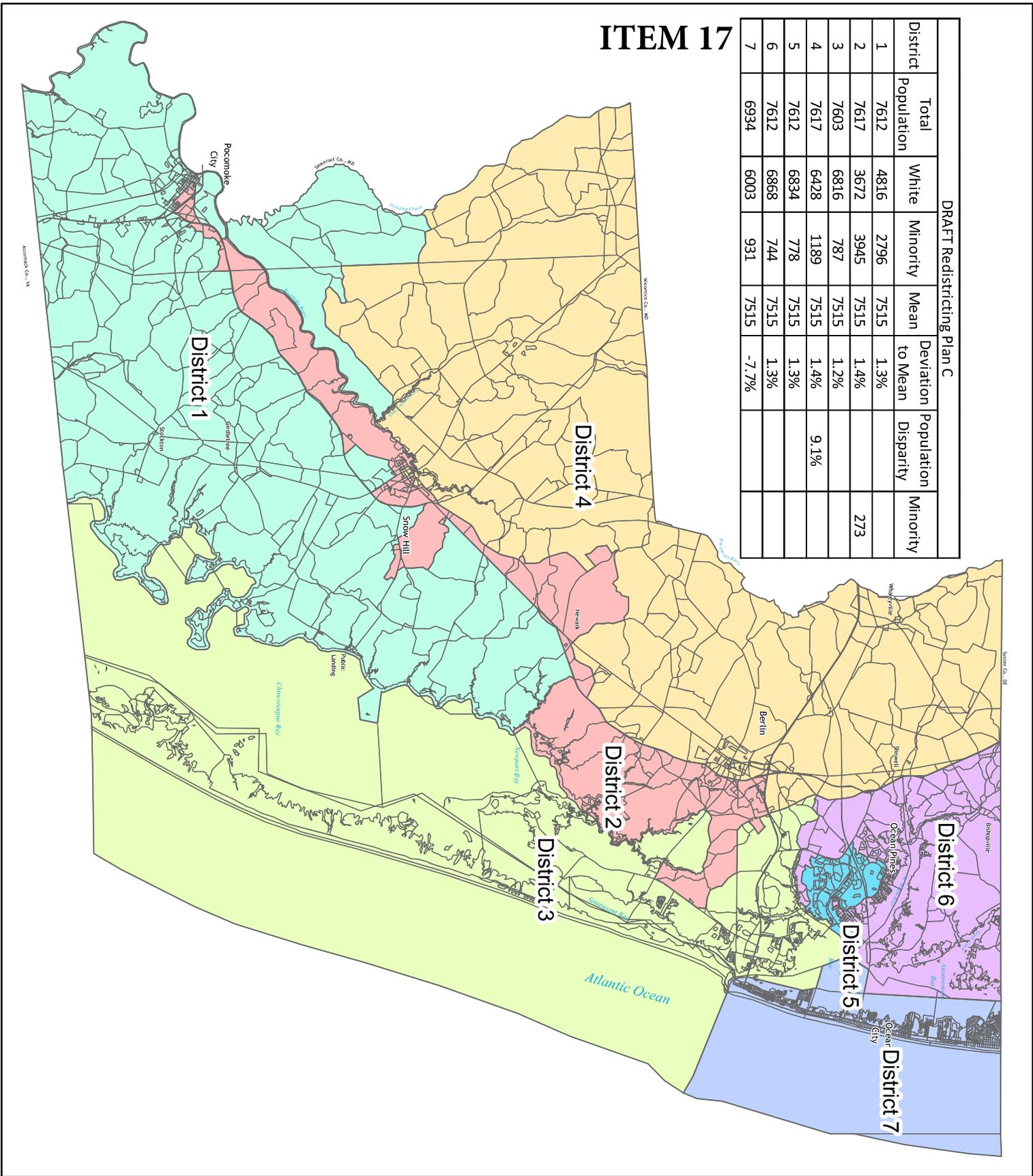


Source: US Census Bureau - 2020 Census Population & Maryland's 2020 Adjusted Population

ITEM 17

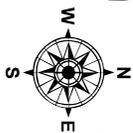
DRAFT Redistricting Plan C

District	Total Population	White	Minority	Mean	Deviation to Mean	Population Disparity	Minority
1	7612	4816	2796	7515	1.3%		
2	7617	3672	3945	7515	1.4%		273
3	7603	6816	787	7515	1.2%		
4	7617	6428	1189	7515	1.4%		9.1%
5	7612	6834	778	7515	1.3%		
6	7612	6868	744	7515	1.3%		
7	6934	6003	931	7515	-7.7%		



DRAFT Worcester County Redistricting Project - Plan C

Development Review & Permitting - Technical Services Division - 2023

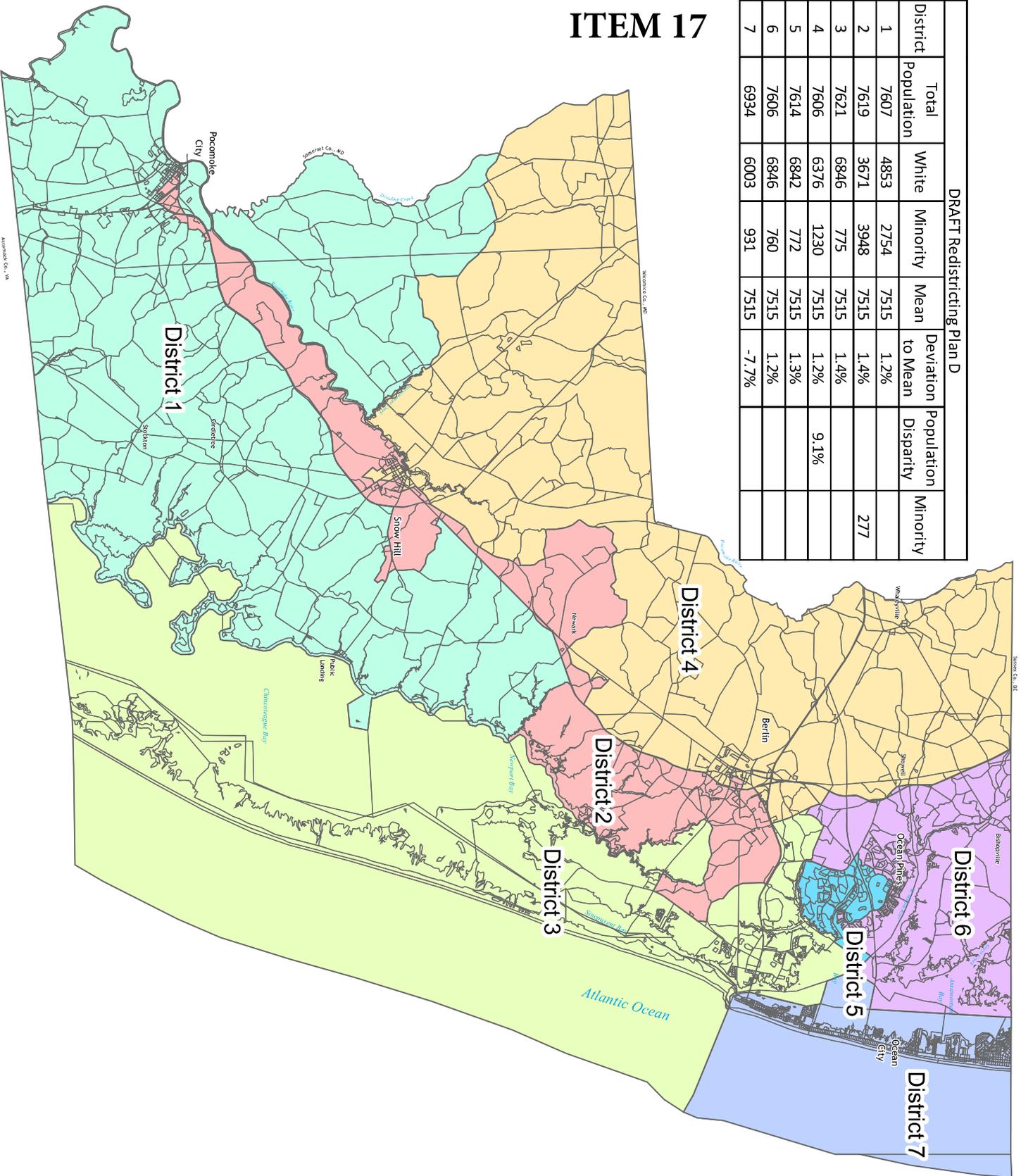


Source: US Census Bureau - 2020 Census Population & Maryland's 2020 Adjusted Population

ITEM 17

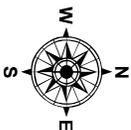
DRAFT Redistricting Plan D

District	Total Population	White	Minority	Mean	Deviation to Mean	Population Disparity	Minority
1	7607	4853	2754	7515	1.2%		
2	7619	3671	3948	7515	1.4%		277
3	7621	6846	775	7515	1.4%		
4	7606	6376	1230	7515	1.2%	9.1%	
5	7614	6842	772	7515	1.3%		
6	7606	6846	760	7515	1.2%		
7	6934	6003	931	7515	-7.7%		



DRAFT Worcester County Redistricting Project - Plan D

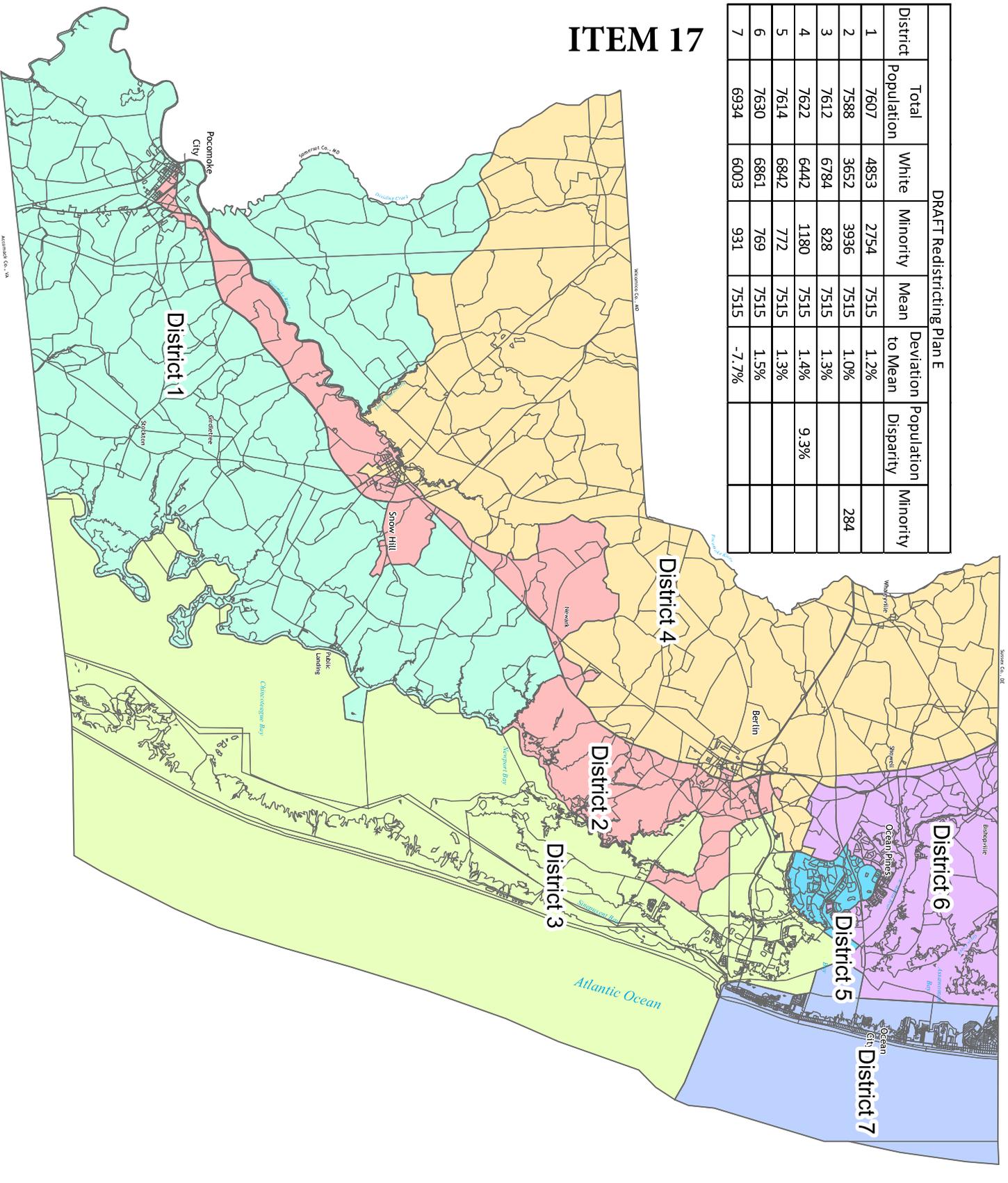
Development Review & Permitting - Technical Services Division - 2023



Source: US Census Bureau - 2020 Census Population & Maryland's 2020 Adjusted Population

ITEM 17

DRAFT Redistricting Plan E							
District	Total Population	White	Minority	Mean	Deviation to Mean	Population Disparity	Minority
1	7607	4853	2754	7515	1.2%		
2	7588	3652	3936	7515	1.0%		284
3	7612	6784	828	7515	1.3%		
4	7622	6442	1180	7515	1.4%		9.3%
5	7614	6842	772	7515	1.3%		
6	7630	6861	769	7515	1.5%		
7	6934	6003	931	7515	-7.7%		



DRAFT Worcester County Redistricting Project - Plan E

Development Review & Permitting - Technical Services Division - 2023



Source: US Census Bureau - 2020 Census Population & Maryland's 2020 Adjusted Population



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MEMORANDUM

TO: Weston S. Young, Chief Administrative Officer
FROM: Jennifer K. Keener, AICP, Director
DATE: August 28, 2023
RE: Cannabis regulations

This memo serves as a follow-up from our brief discussion in April 2023 relative to the recently adopted state legislation on adult-use cannabis. Since then, the state has implemented the conversion licenses for existing medical cannabis license holders and will begin to accept new applications this fall. The first round is expected to be issued no later than January 1, 2024. To be prepared for these licenses, I am requesting that the County Commissioners consider several provisions related to cannabis uses in Worcester County.

1. Zoning Approach to Cannabis. I am recommending that we continue to apply the same zoning approach as we have since 2017 for medical cannabis establishments, wherein the growing of the plant is considered an agricultural use permitted by right, the processing of the plant is an industrial use permitted by right, and the sale of the product at dispensaries is a retail use permitted by right. These establishments would continue to follow the same regulatory process for review and approval as similar non-cannabis establishments.
2. Separation Distances for New Dispensaries. There is an option in state law to allow the County Commissioners to adopt an ordinance to reduce or eliminate separation distances for new dispensaries. The law currently requires new dispensaries to be:
 - Five-hundred feet from a pre-existing primary or secondary school, a licensed childcare center or registered family childcare home, or a playground, recreation center, library, or public park.
 - One thousand feet from another licensed dispensary.

Local jurisdictions cannot “unduly burden” cannabis businesses when compared to other establishments with a similar impact, therefore increasing separation distances could be construed as unduly burdensome. These separation distances would not apply to the existing dispensaries. A determination should be made on whether to keep, reduce or eliminate the separation distances for new dispensaries.

3. On-site consumption establishments. These establishments will be included in the second round of licensing on or around May 1, 2024. On-site consumption establishments authorize the consumption of cannabis as an edible, in a vape both indoors and outdoors, or to smoke outdoors

on the premises of the establishment. A business wherein 50% of its average daily receipts are baked goods may also apply for an on-site consumption establishment license.

Pursuant to Section § 36-407, a local jurisdiction may:

- Prohibit the operation of on-site consumption establishments.
- Prohibit or restrict the smoking or vaping of cannabis at such establishments.
- Adopt zoning and planning requirements for on-site consumption establishments.

I am requesting the decision of the County Commissioners with respect to one of these three options so that we can draft the appropriate amendments.

As always, I will be available to discuss these matters at an upcoming meeting.

(2) SET ASIDE OPERATING HOURS OR DEDICATED SERVICE LINES TO SERVE ONLY QUALIFYING PATIENTS AND CAREGIVERS; AND

(3) ENSURE THAT ~~SHELF SPACE~~ AT LEAST 25% OF CANNABIS AND CANNABIS PRODUCTS IN THE DISPENSARY ~~IS AVAILABLE FOR CANNABIS AND CANNABIS PRODUCTS~~ ARE FROM SOCIAL EQUITY LICENSEES AND GROWERS AND PROCESSORS THAT DO NOT SHARE COMMON OWNERSHIP WITH THE DISPENSARY.

***Separation Distances for New Dispensaries**

(B) EXCEPT AS PROVIDED IN SUBSECTION (D) OF THIS SECTION, A LICENSED DISPENSARY MAY NOT LOCATE WITHIN:

(1) 500 FEET OF:

(I) A PRE-EXISTING PRIMARY OR SECONDARY SCHOOL IN THE STATE, OR A LICENSED CHILD CARE CENTER OR REGISTERED FAMILY CHILD CARE HOME UNDER TITLE 9.5 OF THE EDUCATION ARTICLE; OR

(II) A PLAYGROUND, RECREATION CENTER, LIBRARY, OR PUBLIC PARK; OR

(2) 1,000 FEET OF ANOTHER DISPENSARY UNDER THIS TITLE.

(C) A POLITICAL SUBDIVISION MAY ADOPT AN ORDINANCE REDUCING THE DISTANCE REQUIREMENTS UNDER SUBSECTION (B) OF THIS SECTION.

(D) THE DISTANCE REQUIREMENTS UNDER SUBSECTION (B) OF THIS SECTION DO NOT APPLY TO A DISPENSARY LICENSE THAT WAS:

(1) CONVERTED UNDER § 36-401(B)(1)(II) OF THIS SUBTITLE; AND

(2) PROPERLY ZONED AND OPERATING BEFORE JULY 1, 2023.

SUBTITLE 5. AGENT, OWNER, AND LICENSE TRANSFER REQUIREMENTS.

36-501.

(A) ~~EACH~~ A CANNABIS AGENT SHALL BE REGISTERED WITH THE ~~DIVISION~~ ADMINISTRATION BEFORE THE AGENT MAY VOLUNTEER OR WORK FOR A CANNABIS LICENSEE OR CANNABIS REGISTRANT.

(B) A CANNABIS AGENT REGISTRATION IS VALID FOR 2 YEARS.

(C) ~~TO BE ELIGIBLE TO~~ REGISTER AS A CANNABIS AGENT WITH THE ~~DIVISION~~ ADMINISTRATION, A CANNABIS AGENT AN INDIVIDUAL MUST:

GOVERNOR'S OFFICE OF SMALL, MINORITY, AND WOMEN BUSINESS AFFAIRS, THE GENERAL ASSEMBLY, AND THE OFFICE OF THE ATTORNEY GENERAL, DETERMINES THAT A DISPARITY STUDY DEMONSTRATES A STRONG BASIS IN EVIDENCE OF BUSINESS DISCRIMINATION AGAINST FIRMS OWNED BY MINORITIES AND WOMEN IN THE MARYLAND CANNABIS MARKET.

(1) (1) TO THE EXTENT PRACTICABLE AND AUTHORIZED BY THE U.S. CONSTITUTION, A CANNABIS LICENSEE SHALL COMPLY WITH THE STATE'S MINORITY BUSINESS ENTERPRISE PROGRAM.

(2) THE ADMINISTRATION, IN CONSULTATION WITH THE CERTIFICATION AGENCY DESIGNATED BY THE BOARD OF PUBLIC WORKS UNDER § 14-303(B) OF THE STATE FINANCE AND PROCUREMENT ARTICLE, THE GOVERNOR'S OFFICE OF SMALL, MINORITY, AND WOMEN BUSINESS AFFAIRS, THE GENERAL ASSEMBLY, AND THE OFFICE OF THE ATTORNEY GENERAL, SHALL REVIEW THE DISPARITY STUDY REQUIRED BY CHAPTER 26 OF THE ACTS OF 2022 TO EVALUATE WHETHER APPLICATION OF THE STATE'S MINORITY BUSINESS ENTERPRISE PROGRAM TO CANNABIS LICENSES WOULD COMPLY WITH THE CITY OF RICHMOND V. J.A. CROSON CO., 488 U.S. 469, AND ANY SUBSEQUENT FEDERAL OR CONSTITUTIONAL REQUIREMENTS.

(3) ON OR BEFORE 6 MONTHS AFTER THE ISSUANCE OF A CANNABIS LICENSE UNDER § 36-401 OF THE ALCOHOLIC BEVERAGES AND CANNABIS ARTICLE, THE GOVERNOR'S OFFICE OF SMALL, MINORITY, AND WOMEN BUSINESS AFFAIRS, IN CONSULTATION WITH THE OFFICE OF THE ATTORNEY GENERAL AND THE OFFICE OF SOCIAL EQUITY WITHIN THE ALCOHOL, TOBACCO, AND CANNABIS COMMISSION AND THE CANNABIS LICENSEE, SHALL ESTABLISH A CLEAR PLAN FOR SETTING REASONABLE AND APPROPRIATE MINORITY BUSINESS ENTERPRISE PARTICIPATION GOALS AND PROCEDURES FOR THE PROCUREMENT OF GOODS AND SERVICES RELATED TO CANNABIS, INCLUDING THE CULTIVATION, MANUFACTURING, AND DISPENSING OF CANNABIS.

(4) TO THE EXTENT PRACTICABLE, THE GOALS AND PROCEDURES SPECIFIED IN PARAGRAPH (3) OF THIS SUBSECTION SHALL BE BASED ON THE REQUIREMENTS OF TITLE 14, SUBTITLE 3 OF THE STATE FINANCE AND PROCUREMENT ARTICLE AND THE REGULATIONS IMPLEMENTING THAT SUBTITLE.

***Local Authority**
36-405.

(A) A LOCAL JURISDICTION POLITICAL SUBDIVISION MAY:

(1) ESTABLISH REASONABLE ZONING REQUIREMENTS FOR CANNABIS BUSINESSES; AND

(2) DECIDE HOW TO DISTRIBUTE ITS ALLOCATION OF REVENUE UNDER § 2-1302.2 OF THE TAX – GENERAL ARTICLE.

(B) ~~A LOCAL JURISDICTION~~ POLITICAL SUBDIVISION MAY NOT:

~~(1) IMPOSE A TAX ON CANNABIS;~~

~~(2)~~ (1) ESTABLISH ZONING OR OTHER REQUIREMENTS THAT UNDULY BURDEN A CANNABIS LICENSEE;

~~(3)~~ (2) IMPOSE LICENSING, OPERATING, OR OTHER FEES OR REQUIREMENTS ON A CANNABIS LICENSEE THAT ARE DISPROPORTIONATELY GREATER OR MORE BURDENSOME THAN THOSE IMPOSED ON OTHER BUSINESSES WITH A SIMILAR IMPACT ON THE AREA WHERE THE CANNABIS LICENSEE IS LOCATED;

(3) PROHIBIT TRANSPORTATION THROUGH OR DELIVERIES WITHIN THE ~~LOCAL JURISDICTION~~ POLITICAL SUBDIVISION BY CANNABIS ~~ESTABLISHMENTS~~ BUSINESSES LOCATED IN OTHER ~~JURISDICTIONS~~ POLITICAL SUBDIVISIONS;

(4) PREVENT AN ENTITY WHOSE LICENSE MAY BE CONVERTED UNDER § 36-401(B)(1)(II) OF THIS SUBTITLE AND THAT IS IN COMPLIANCE WITH ALL RELEVANT MEDICAL CANNABIS REGULATIONS FROM BEING GRANTED THE LICENSE CONVERSION; OR

(5) NEGOTIATE OR ENTER INTO AN AGREEMENT WITH A CANNABIS ~~ESTABLISHMENT OR A CANNABIS ESTABLISHMENT APPLICANT~~ LICENSEE OR AN APPLICANT FOR A CANNABIS LICENSE REQUIRING THAT THE CANNABIS ~~ESTABLISHMENT~~ LICENSEE OR APPLICANT PROVIDE MONEY, DONATIONS, IN-KIND CONTRIBUTIONS, SERVICES, OR ANYTHING OF VALUE TO THE ~~LOCAL JURISDICTION~~ POLITICAL SUBDIVISION.

(C) THE USE OF A FACILITY BY A CANNABIS LICENSEE IS NOT REQUIRED TO BE SUBMITTED TO, OR APPROVED BY, A COUNTY OR MUNICIPAL ZONING BOARD, AUTHORITY, OR UNIT IF ~~IT~~ THE FACILITY:

(1) WAS PROPERLY ZONED AND OPERATING ON OR BEFORE JANUARY 1, 2023; OR

(2) IS USED BY A GROWER, PROCESSOR, OR DISPENSARY THAT:

(I) HELD A STAGE ONE PREAPPROVAL FOR A LICENSE BEFORE OCTOBER 1, 2022; AND

(II) WAS NOT OPERATIONAL BEFORE OCTOBER 1, 2022.

(D) A POLITICAL SUBDIVISION OR SPECIAL TAXING DISTRICT MAY NOT IMPOSE A TAX ON CANNABIS.

36-406.

(A) ~~THE DIVISION ADMINISTRATION~~ MAY ISSUE INCUBATOR SPACE LICENSES AUTHORIZING ~~AN~~ A NONPROFIT ENTITY TO OPERATE A LICENSED PREMISES IN WHICH MICRO LICENSEES MAY OPERATE A CANNABIS BUSINESS.

(B) SUBJECT TO SUBSECTION ~~(C)~~ (D) OF THIS SECTION, THE MARYLAND ECONOMIC DEVELOPMENT CORPORATION, IN CONSULTATION WITH THE ~~DIVISION ADMINISTRATION~~, SHALL ACQUIRE AND CONSTRUCT OR REFURBISH AT LEAST ONE FACILITY TO OPERATE AN INCUBATOR SPACE.

(C) AFTER THE COMPLETION OF THE CONSTRUCTION OR REFURBISHMENT OF A FACILITY ACQUIRED UNDER SUBSECTION (B) OF THIS SECTION, OWNERSHIP OF THE FACILITY SHALL BE TRANSFERRED TO THE DEPARTMENT OF GENERAL SERVICES.

~~(C) (D) THE MARYLAND ECONOMIC DEVELOPMENT CORPORATION MAY ENTER INTO A MEMORANDUM OF UNDERSTANDING~~ DEPARTMENT OF GENERAL SERVICES SHALL CONTRACT WITH A NONPROFIT ORGANIZATION TO OPERATE A FACILITY UNDER SUBSECTION (B) OF THIS SECTION ~~IF THE DIVISION AND THE CORPORATION PROVIDE OVERSIGHT OF THE FACILITY.~~

(E) AN INCUBATOR SPACE LICENSEE MAY PURCHASE EQUIPMENT TO BE USED BY OTHER INCUBATOR SPACE LICENSEES IN THE SAME INCUBATOR SPACE.

~~(D)~~ (F) THE DIVISION ADMINISTRATION SHALL ADOPT REGULATIONS TO ESTABLISH A MARYLAND INCUBATOR PROGRAM BASED ON THE BEST PRACTICES IN OTHER STATES.

***On-Site Consumption Establishments**

36-407.

(A) (1) A PERSON SHALL OBTAIN AN ON-SITE CONSUMPTION LICENSE FROM THE ADMINISTRATION BEFORE OPERATING A PREMISES WHERE CANNABIS MAY BE CONSUMED.

(2) THE ~~DIVISION~~ ADMINISTRATION MAY ISSUE ON-SITE CONSUMPTION LICENSES AUTHORIZING AN ENTITY TO OPERATE A LICENSED PREMISES ~~IN~~ ON WHICH CANNABIS MAY BE CONSUMED, BUT NOT SMOKED *INDOORS*, IN ACCORDANCE WITH THIS TITLE AND ANY REGULATIONS ADOPTED UNDER THIS TITLE.

~~(2)~~ (3) AN ON-SITE CONSUMPTION ESTABLISHMENT MAY OPERATE ONLY IF THE COUNTY AND, IF APPLICABLE, THE MUNICIPALITY, WHERE THE BUSINESS IS LOCATED HAVE ISSUED A PERMIT OR LICENSE THAT EXPRESSLY ALLOWS THE OPERATION OF THE ON-SITE CONSUMPTION ESTABLISHMENT.

(B) SUBJECT TO THE LIMITATIONS IN § 36-405 OF THIS SUBTITLE, A COUNTY AND, IF APPLICABLE, A MUNICIPALITY MAY:

(1) PROHIBIT THE OPERATION OF ON-SITE CONSUMPTION ESTABLISHMENTS;

(2) PROHIBIT OR RESTRICT THE *SMOKING OR* ~~SMOKING OR~~ VAPING OF CANNABIS AT ON-SITE CONSUMPTION ESTABLISHMENTS; OR

(3) ADOPT ZONING AND PLANNING REQUIREMENTS FOR ON-SITE CONSUMPTION ESTABLISHMENTS.

(C) (1) AN ON-SITE CONSUMPTION LICENSE AUTHORIZES AN ENTITY TO DISTRIBUTE CANNABIS OR CANNABIS PRODUCTS FOR ON-SITE CONSUMPTION.

(2) AN ON-SITE CONSUMPTION LICENSE DOES NOT AUTHORIZE THE HOLDER OF THE LICENSE TO:

(I) CULTIVATE CANNABIS;

(II) PROCESS CANNABIS OR CANNABIS-INFUSED PRODUCTS; OR

(III) ADD CANNABIS TO FOOD PREPARED OR SERVED ON THE PREMISES.

(D) A BUSINESS THAT HAS AVERAGE DAILY RECEIPTS FROM THE SALE OF BAKERY GOODS THAT ARE AT LEAST 50% OF THE AVERAGE DAILY RECEIPTS OF THE BUSINESS MAY APPLY FOR A LICENSE TO OPERATE AN ON-SITE CONSUMPTION ESTABLISHMENT. A FOOD SERVICE FACILITY, AS DEFINED IN § 21-301 OF THE HEALTH GENERAL ARTICLE, MAY APPLY FOR A LICENSE TO OPERATE AN ON-SITE CONSUMPTION ESTABLISHMENT.

~~(E)~~ (E) THE ~~DIVISION~~ ADMINISTRATION SHALL:

(1) MAINTAIN A LIST OF ALL ON-SITE CONSUMPTION ESTABLISHMENTS IN THE STATE; AND

(2) MAKE THE LIST AVAILABLE ON ITS WEBSITE.

~~(F)~~ ~~(E)~~ (F) AN ON-SITE CONSUMPTION ESTABLISHMENT MAY NOT:

(1) ALLOW ON-DUTY EMPLOYEES OF THE BUSINESS TO CONSUME CANNABIS ON THE LICENSED PREMISES;

(2) DISTRIBUTE OR ALLOW THE DISTRIBUTION OF FREE SAMPLES OF CANNABIS ON THE LICENSED PREMISES;

(3) ALLOW THE CONSUMPTION OF ALCOHOL ON THE LICENSED PREMISES;

(4) ALLOW THE SMOKING OR VAPING OF TOBACCO OR TOBACCO PRODUCTS ON THE LICENSED PREMISES;

(5) ALLOW AN ACTIVITY ON THE LICENSED PREMISES THAT WOULD REQUIRE AN ADDITIONAL LICENSE UNDER THIS TITLE, INCLUDING GROWING, PROCESSING, OR DISPENSING;

(6) ALLOW THE INDOOR SMOKING OF CANNABIS OR CANNABIS PRODUCTS ON THE LICENSED PREMISES;

(7) ALLOW THE USE OR CONSUMPTION OF CANNABIS BY A PATRON WHO DISPLAYS ANY VISIBLE SIGNS OF INTOXICATION; OR

~~(7)~~ (8) ADMIT ONTO THE LICENSED PREMISES AN INDIVIDUAL WHO IS UNDER THE AGE OF 21 YEARS.

~~(G)~~ ~~(F)~~ (G) AN ON-SITE CONSUMPTION ESTABLISHMENT SHALL:

(1) REQUIRE ALL EMPLOYEES TO SUCCESSFULLY COMPLETE AN ANNUAL RESPONSIBLE VENDOR TRAINING PROGRAM AUTHORIZED UNDER THIS TITLE; AND

(2) ENSURE THAT THE DISPLAY AND CONSUMPTION OF CANNABIS OR CANNABIS PRODUCTS ARE NOT VISIBLE FROM OUTSIDE OF THE LICENSED PREMISES.

~~(H)~~ ~~(G)~~ (H) (1) AN ON-SITE CANNABIS ESTABLISHMENT SHALL EDUCATE CONSUMERS BY PROVIDING INFORMATIONAL MATERIALS REGARDING THE SAFE CONSUMPTION OF CANNABIS.

(2) THE EDUCATIONAL MATERIALS PROVIDED UNDER PARAGRAPH (1) OF THIS SUBSECTION MUST BE BASED ON THE REQUIREMENTS ESTABLISHED BY THE CANNABIS PUBLIC HEALTH ADVISORY COUNCIL ESTABLISHED UNDER § 13-4502 OF THE HEALTH – GENERAL ARTICLE.

~~(I)~~ ~~(H)~~ (I) THIS SECTION DOES NOT PROHIBIT A COUNTY OR MUNICIPALITY FROM ADOPTING ADDITIONAL REQUIREMENTS FOR EDUCATION ON THE SAFE CONSUMPTION OF CANNABIS ON THE PREMISES OF A LICENSED ON-SITE CONSUMPTION ESTABLISHMENT.

~~(J)~~ ~~(H)~~ (J) A PERSON MAY HAVE AN OWNERSHIP INTEREST IN OR CONTROL OF, INCLUDING THE POWER TO MANAGE AND OPERATE, TWO ON-SITE CONSUMPTION ESTABLISHMENTS LICENSED UNDER THIS SECTION.

36-408.

(A) (1) THE ~~DIVISION~~ ADMINISTRATION SHALL REGISTER AT LEAST ONE INDEPENDENT TESTING LABORATORY TO TEST CANNABIS AND CANNABIS PRODUCTS THAT ARE TO BE SOLD IN THE STATE.

(2) THE ~~DIVISION~~ ADMINISTRATION SHALL HOLD MEDICAL AND ADULT-USE CANNABIS TESTING TO THE SAME STANDARDS.

(B) TO BE REGISTERED AS AN INDEPENDENT TESTING LABORATORY, A LABORATORY MUST:

(1) MEET THE APPLICATION REQUIREMENTS ESTABLISHED BY THE ~~DIVISION~~ ADMINISTRATION;

(2) PAY AN APPLICATION FEE DETERMINED BY THE ~~DIVISION~~ ADMINISTRATION; AND

(3) MEET THE STANDARDS AND REQUIREMENTS FOR ACCREDITATION, INSPECTION, AND TESTING ESTABLISHED BY THE ~~DIVISION~~ ADMINISTRATION.

(C) (1) AN INDEPENDENT TESTING LABORATORY LICENSE IS VALID FOR 2 YEARS ON INITIAL LICENSURE.

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WESTON S. YOUNG, P.E.
CHIEF ADMINISTRATIVE OFFICER
CANDACE I. SAVAGE
DEPUTY ADMINISTRATIVE OFFICER
ROSCOE R. LESLIE
COUNTY ATTORNEY

August 22, 2023

TO: Worcester County Commissioners
FROM: Karen Hammer, Administrative Assistant V
SUBJECT: Upcoming Board Appointments - Terms Beginning January 1, 2023

Attached, please find copies of the Board Summary sheets for all County Boards or Commissions (11), which have current or upcoming vacancies (19).

President Bertino – You have One (1) positions open:

- George Solyak – Term Ending – Agricultural Reconciliation Bd.

Commissioner Purnell – You have fulfilled all board positions, Thank you!

Commissioner Bunting - You have Two (2) positions open:

- David Deutsch - Term Ending - Dec. 21 - Ethics Board.
- Susan Childs – Resigned – April, 2022 – Commission For Women

Commissioner Abbott – You have fulfilled all board positions, Thank you!

Commissioner Mitrecic - You have One (1) position open:

- Jake Mitrecic – Resigned – Housing Review Bd.

Commissioner Elder - You have Two (2) positions open:

- George Dix – Term Ending – Solid Waste Advisory Bd.
- Hope Carmean – Tenure Expires – Commission For Women - Not a Reappointment

Commissioner Fiori - You have Eight (8) positions open: See attached Interest Letter

- Elena Ake – Released – non-active member – Tourism Advisory Committee
- Martin Kwesko - Term Ended - Dec. 21-Water & Sewer Advisory Council, Mystic Harbour
- Matthew Kraeuter - Term Ended - Dec. 21-Water & Sewer Advisory Council, Mystic Harbour
- Joseph Weitzell – passed - Water & Sewer Advisory Council, Mystic Harbour
- Richard Jendrek- passed- Water & Sewer Advisory Council, Mystic Harbour
- Bruce Burns -passed- Water & Sewer Advisory Council, Mystic Harbour
- Keith Swanton -Term Ended-Dec. 21- Water & Sewer Advisory Council, West Ocean City
- Elizabeth Rodier -Term Ending-Dec. 21- Commission for Women- Not a Reappointment

All Commissioners:

- **(1)-Adult Public Guardianship Board-**
(1) Term Expired - Ms. Wessels, (Roberta Baldwin will potentially help search for a viable replacement, if necessary).
- **(1) -Drug and Alcohol Abuse Council - 4 Positions – (1)** (Passing of Dr. Cragway, Jr),
- **(2) - Local Development Council For the Ocean Downs Casino-4 yr.-**
Mark Wittmyer At-Large, David Massey (At-Large-Business O.P.),
- **(5) - Water and Sewer Advisory Council - Mystic Harbour (3)** (Passing of Richard Jendrek, Bruce Burns and Joseph Weitzell) **(2)**-Term E n d e d -Martin Kwesko and Matthew Kraeuter
- **(1)- Water and Sewer Advisory Council- West Ocean City-(1)** Term Ended-Dec. 21 - Keith Swanton
- **(4 Total) - Commission for Women- (3) Resigned** -Elizabeth Rodier, (Fiori) not a reappointment resignation of Susan Childs (Bunting) and the resignation of Kris Heiser
(1) Tenure Ending - Hope Carmean (Elder)

Pending Board Appointments - By Commissioner

District 1 – Abbott Thank You, all of your boards are complete.

District 2 –Purnell Thank You, all of your boards are complete.

District 3 – Fiori

- p.13 Elena Ake – Released – Tourism Advisory Committee (See Attached Resume)
- p.15 Martin Kwesko - Term Ending - Dec. 21-Water & Sewer Adv. Mystic Harbor
- p.15 Matthew Kraeuter - Term Ending - Dec. 21-Water & Sewer Adv. Mystic Harbor
- p.15 Joseph Weitzell – passed - Water & Sewer Advisory Council, Mystic Harbor p.
- p. 15 Richard Jendrek- passed- Water & Sewer Advisory Council, Mystic Harbor p.
- p. 15 Bruce Bums -passed- Water & Sewer Advisory Council, Mystic Harbor
- p. 16 Keith Swanton -Term Ended- Water & Sewer Adv., West Ocean City
- p. 17 Elizabeth Rodier -Term Ended- Commission for Women

District 4 -Elder

- p.12 George Dix – Term Ended – Solid Waste Adv. Bd.
- p.17 Hope Carmean – Term Ended – Comm. For Women

District 5 – Bertino p.6 George Solyak – Term Ending – Ag. Reconciliation Bd.

District 6- Bunting

- p. 9 David Deutsch– Ethics Board
- p. 17 Susan Childs - resigned– Commission For Women

District 7-Mitrecic p.10 Jake Mitrecic – Resigned – Housing Review Bd.

All Commissioners:

- p. 4 - (1)-Adult Public Guardianship Board -** Term Expired -Ms. Wessels.
- p. 7 - (1) -Drug and Alcohol Abuse Council – (1)** (Passing of Dr. Cragway, Jr),
- p. 11 - (2) -Local Development Council For the Ocean Downs Casino-4 yr.-**
Mark Wittmyer At-Large, David Massey (At-Large-Business O.P.)
- p. 15 - (5) - Water and Sewer Advisory Council - Mystic Harbour** (Passing of Richard Jendrek, Bruce Burns and Joseph Weitzell) (1)-Term Endings - Martin Kwesko and Matthew Kraeuter.
- p. 16- (1)- Water and Sewer Advisory Council-West Ocean City- -Keith Swanton**
- p. 17 - (4 Total) - Commission for Women (3) Resigned** -Elizabeth Rodier, (Fiori)
Resignation of Susan Childs (Bunting) and the resignation of Kris Heiser.
- (1) Tenure Ending** - Hope Carmean (Elder)

ADULT PUBLIC GUARDIANSHIP BOARD

Reference: PGL Family Law 14-402, Annotated Code of Maryland

Appointed by: County Commissioners

Function: Advisory
Perform 6-month reviews of all guardianships held by a public agency.
Recommend that the guardianship be continued, modified or terminated.

Number/Term: 11/3 year terms
Terms expire December 31st

Compensation: None, travel expenses (under Standard State Travel Regulations)

Meetings: Semi-annually

Special Provisions: 1 member must be a professional representative of the local department
1 member must be a physician
1 member must be a psychiatrist from the local department of health
1 member must be a representative of a local commission on aging
1 member must be a representative of a local nonprofit social services organization
1 member must be a lawyer
2 members must be lay individuals
1 member must be a public health nurse
1 member must be a professional in the field of disabilities
1 member must be a person with a physical disability

Staff Contact: Department of Social Services - Roberta Baldwin (410-677-6872)

Current Members:

<u>Member's Name</u>	<u>Representing</u>	<u>Years of Term(s)</u>
Connie Wessels	Lay Person	*15-16-19, 19-22 (Term Expired)
Brandy Trader	Non-profit Soc. Service Rep.	*15-17, 17-20, 20-23
LuAnn Siler	Commission on Aging Rep.	17-20, 20-23
Jack Ferry	Professional in field of disabilities	*14-14-17-20, 20-23
Thomas Donoway	Person with physical disability	17-20, 20-23
Roberta Baldwin	Local Dept. Rep. - Social Services	03-06-09-12-15-18-21-24
Melissa Banks	Public Health Nurse	*02-03-06-09-12-15-18-21-24
Dr. Ovais Khalid	Psychiatrist	23-26
Dr. William Greer	Physician	07-10-13-16-19-22-25
Richard Collins	Lawyer	95-16-19-22-25
Nancy Howard	Lay Person	*17-19, 19-22-25

* = Appointed to fill an unexpired term

ADULT PUBLIC GUARDIANSHIP BOARD
(Continued)

Prior Members:

Dr. Donald Harting
Maude Love
Thomas Wall
Dr. Dorothy Holzworth
B. Randall Coates
Kevin Douglas
Sheldon Chandler
Martha Duncan
Dr. Francis Townsend
Luther Schultz
Mark Bainum
Thomas Mulligan
Dr. Paul FloryBarbara Duerr
Craig Horseman
Faye Thornes
Mary Leister
Joyce Bell
Ranndolph Barr
Elsie Briddell
John Sauer
Dr. Timothy Bainum
Ernestine Bailey
Terri Selby (92-95)
Pauline Robbins (92-95)
Darryl Hagey
Dr. Ritchie Shoemaker (92-95)
Barry Johansson (93-96)
Albert Straw (91-97)
Nate Pearson (95-98)
Dr. William Greer, III (95-98)
Rev. Arthur L. George (95-99)
Irvin Greene (96-99)
Mary Leister (93-99)
Otho Aydelotte, Jr. (93-99)
Shirley D'Aprix (98-00)
Theresa Bruner (91-02)
Tony Devereaux (93-02)
Dr. William Krone (98-02)
David Hatfield (99-03)
Dr. Kimberly Richardson (02-03)
Ina Hiller (91-03)
Dr. David Pytlewski (91-06)
Jerry Halter (99-06)
Dr. Glenn Arzadon (04-07)
Madeline Waters (99-08)
Mimi Peuser (03-08)
Dr. Gergana Dimitrova
(07-08)Carolyn Cordial (08-13)
June Walker (02-13)
Bruce Broman (00-14)
Lori Carson (13-14)

Since 1972

Pattie Tingle (15-16)
The Rev. Guy H. Butler
(99-17)Debbie Ritter (07-17)
Dean Perdue (08-17)
Dr. Dia Arpon *(10-18)
Dr. Kenneth Widra (18-21)

* = Appointed to fill an unexpired term

Reference: Public Local Law § ZS 1-346 (Right to Farm Law)

Appointed by: County Commissioners

Function: Regulatory
 Mediate and arbitrate disputes involving agricultural or forestry operations conducted on agricultural lands and issue opinions on whether such agricultural or forestry operations are conducted in a manner consistent with generally accepted agricultural or forestry practices and to issue orders and resolve disputes and complaints brought under the Worcester County Right to Farm Law.

Number/Term: 5 Members/4-Year Terms - Terms expire December 31st

Compensation: None - Expense Reimbursement as provided by County Commissioners

Meetings: At least one time per year, more frequently as necessary

Special Provisions: - All members must be County residents
 - Two Members chosen from nominees of Worcester County Farm Bureau
 - One Member chosen from nominees of Worcester County Forestry Board
 - Not less than 2 but not more than 3 members shall be engaged in the agricultural or forestry industries (**At-Large members - non-ag/forestry**)

Staff Contact: Dept. of Development Review & Permitting
 - Jennifer Keener (410-632-1200)
 County Agricultural Extension Agent - As Consultant to the Board
 - Doug Jones, District Manager, Resource Conservation District - (632-3109, x112)

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Ag/Forest Industry</u>	<u>Resides</u>	<u>Years of Term(s)</u>
George Solyak	At-Large	No	Ocean Pines	18-22
Stacey Esham	Forestry Bd.	Yes	Berlin	12-16-20, 20-24
Brooks Clayville	Farm Bureau	Yes	Snow Hill	00-04-08-12-16-20, 20-24
Dean Ennis	Farm Bureau	Yes	Pocomoke	06-10-14-18-22-26
Tom Babcock	At-Large	No	Whaleyville	14-18-22-26

Prior Members: Since 2000

- Michael Beauchamp (00-06)
- Phyllis Davis (00-09)
- Richard G. Holland, Sr. (00-12)
- Rosalie Smith (00-14)
- Betty McDermott *(09-17)

* = Initial terms staggered

Reference: PGL Health-General, Section 8-1001

Appointed by: County Commissioners

Functions: Advisory
Develop and implement a plan for meeting the needs of the general public and the criminal justice system for alcohol and drug abuse evaluation, prevention and treatment services.

Number/Term: At least 18 - At least 7 At-Large, and 11 ex-officio (also several non-voting members)
At-Large members serve 4-year terms; Terms expire December 31

Compensation: None

Meetings: As Necessary

Special Provisions: Former Alcohol and Other Drugs Task Force was converted to Drug and Alcohol Abuse Council on October 5, 2004.

Staff Contact: Regina Mason, Council Secretary, Health Department (410-632-1100)
Doug Dods, Council Chair, Sheriff's Office (410-632-1111)

Current Members:

<u>Name</u>	<u>Representing</u>	<u>Years of Term(s)</u>
	<u>At-Large Members</u>	
Jaclyn Sturgis	Knowledgeable on Substance Abuse Issues	*22-23
Jim Freeman, Jr.	Knowledgeable on Substance Abuse Issues	04-11-15, 15-19, 19-23
Mimi Dean	Substance Abuse Prevention Provider	*18-19, 19-23
Kim Moses	Knowledgeable on Substance Abuse Issues	08-12-16-20, 20-24
Dr. Roy W. Cragway, Jr.	Knowledgeable on Substance Abuse Issues	*17-20, 20-24
Rev. James Jones	Knowledge of Substance Abuse Issues	*21-25
Tina Simmons	Knowledge of Substance Abuse Treatment	21-25
Eric Gray (Christina Purcell)	Substance Abuse Treatment Provider	*15-18-22-26
Sue Abell-Rodden	Recipient of Addictions Treatment Services	10-14-18-22-26
Colonel Doug Dods	Knowledgeable on Substance Abuse Issues	04-10 (adv)-14-18-22-26

Ex-Officio Members

Rebecca Jones	Health Officer	Ex-Officio, Indefinite
Roberta Baldwin	Social Services Director	Ex-Officio, Indefinite
Spencer Lee Tracy, Jr.	Juvenile Services, Regional Director	Ex-Officio, Indefinite
Trudy Brown	Parole & Probation, Regional Director	Ex-Officio, Indefinite
Kris Heiser	State's Attorney	Ex-Officio, Indefinite
Burton Anderson	District Public Defender	Ex-Officio, Indefinite
Sheriff Matt Crisafulli	County Sheriff	Ex-Officio, Indefinite
William Gordy (Eloise Henry Gordy)	Board of Education President	Ex-Officio, Indefinite
Diana Purnell	County Commissioners	Ex-Officio, Indefinite
Judge Brian Shockley (Jen Bauman)	Circuit Court Administrative Judge	Ex-Officio, Indefinite
Judge Gerald Purnell (Tracy Simpson)	District Court Administrative Judge	Ex-Officio, Indefinite
Donna Bounds	Warden, Worcester County Jail	Ex-Officio, Indefinite

* Appointed to a partial term for proper staggering, or to fill a vacant term

Advisory Members

Lt. Earl W. Starner	Maryland State Police	Since 2004
Charles "Buddy" Jenkins	Business Community - Jolly Roger Amusements	
Chief Ross Buzzuro (Lt. Rick Moreck)	Ocean City Police Dept.	
Leslie Brown	Hudson Health Services, Inc.	
James Mcquire, P.D.	Health Care Professional - Pharmacist	Since 2018
Shane Ferguson	Wor-Wic Community College Rep.	Since 2018
Jessica Sexauer, Director	Local Behavioral Health Authority	Since 2018

Prior Members:

Since 2004

Vince Gisriel	Peter Buesgens
Michael McDermott	Aaron Dale
Marion Butler, Jr.	Garry Mumford
Judge Richard Bloxom	Sharon Smith
Paula Erdie	Jennifer Standish
Tom Cetola	Karen Johnson (14-17)
Gary James (04-08)	Rev. Bill Sterling (13-17)
Vickie Wrenn	Kat Gunby (16-18)
Deborah Winder	William McDermott
Garry Mumford	Sheriff Reggie Mason
Judge Theodore Eschenburg	Colleen Wareing (*06-19)
Andrea Hamilton	Rev. Matthew D'Amario(*18-21)
Fannie Birkhead	Donna Nordstron *(19-21)
Sharon DeMar Reilly	Jennifer LaMade (*12-22)
Lisa Gebhardt	
Jenna Miller	
Dick Stegmaier	
Paul Ford	
Megan Griffiths	
Ed Barber	
Eloise Henry-Gordy	
Lt. Lee Brumley	
Ptl. Noal Waters	
Ptl. Vicki Fisher	
Chief John Groncki	
Chief Arnold Downing	
Frank Pappas	
Captain William Harden	
Linda Busick (06-10)	
Sheriff Chuck Martin	
Joel Todd	
Diane Anderson (07-10)	
Joyce Baum (04-10)	
James Yost (08-10)	
Ira "Buck" Shockley (04-13)	
Teresa Fields (08-13)	
Frederick Grant (04-13)	
Doris Moxley (04-14)	
Commissioner Merrill Lockfaw	
Kelly Green (08-14)	
Sheila Warner - Juvenile Services	
Chief Bernadette DiPino - OCPD	
Chief Kirk Daugherty -SHPD	
Mike Shamburek - Hudson Health	
Shirleen Church - BOE	
Tracy Tilghman (14-15)	
Marty Pusey (04-15)	
Debbie Goeller	

* Appointed to a partial term for proper staggering, or to fill a vacant term

ETHICS BOARD

Reference: Public Local Law, Section CG 5-103

Appointed by: County Commissioners

Function: Advisory
 Maintain all Ethics forms; develop procedures and policies for advisory opinions to persons subject to the Ethics Law and for processing complaints alleging violations of the Ethics Law; conduct a public information program regarding the purpose and application of the Ethics Law; annually certify compliance to the State; and recommend any changes to the Commissioners in order to comply with State Ethics Law.

Number/Term: 7/4 years
 Terms expire December 31st

Compensation: \$100 per meeting

Meetings: As Necessary

Special Provisions:

Staff Contact: Roscoe Leslie, County Attorney (410-632-1194)

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
David Deutsch	D-6, Bunting	Ocean Pines	17-21
Frank Knight	D-7, Mitrecic	Ocean City	*14-19, 19-23
Judy Giffin	D-5, Bertino	Ocean Pines	*21-24
Joseph Stigler	D-4, Elder	Berlin	16-20, 20-24
Bruce Spangler	D-3, Fiori	Berlin	*02-05-09-13-17-21-25
Iola Tariq	D-2, Purnell	Berlin	*22-26
Mickey Ashby	D-1, Abbott	Pocomoke	14-18-22-26

Prior Members: (Since 1972)

- | | |
|-----------------------------|-------------------------------|
| J.D. Quillin, III | Walter Kissel (05-09) |
| Charles Nelson | Marion Chambers (07-11) |
| Garbriel Purnell | Jay Knerr (11-14) |
| Barbara Derrickson | Robert I. Givens, Jr. (98-14) |
| Henry P. Walters | Diana Purnell (09-14) |
| William Long | Kevin Douglas (08-16) |
| L. Richard Phillips (93-98) | Lee W. Baker (08-16) |
| Marigold Henry (94-98) | Richard Passwater (09-17) |
| Louis Granados (94-99) | Jeff Knepper (16-21) |
| Kathy Philips (90-00) | Faith Mumford (14-22) |
| Mary Yenny (98-05) | |
| Bill Ochse (99-07) | |
| Randall Mariner (00-08) | |
| Wallace D. Stein (02-08) | |
| William Kuhn (90-09) | |

* = Appointed to fill an unexpired term

HOUSING REVIEW BOARD

Reference: Public Local Law §BR 3-104

Appointed by: County Commissioners

Function: Regulatory/Advisory
To decide on appeals of code official's actions regarding the Rental Housing Code. Decide on variances to the Rental Housing Code. Review Housing Assistance Programs.

Number/Term 7/3-year terms
Terms expire December 31st

Compensation: \$100 per meeting (policy)

Meetings: As Needed

Special Provisions: Immediate removal by Commissioners for failure to attend meetings.

Staff Support: Development Review & Permitting Department
Davida Washington, Housing Program Administrator - 410-632-1200
Ext: 1171

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Terms(s)</u>
Scott Tingle	D-4, Elder	Snow Hill	14-17-20, 20-23
Maria Campione-Lawrence	D-5, Bertino	Ocean Pines	*22-23
Felicia Green	D-2, Purnell	Ocean Pines	*21-24
Jake Mitrecic	D-7, Mitrecic	Ocean City	15-18-21, 21-24(resigning)
Keri-Ann F. Byrd	D-1, Abbott	Pocomoke	22-25
Debbie Hileman	D-6, Bunting	Ocean Pines	10-13-16-19-22-25
Don Furbay	D-3, Fiori	Ocean Pines	23-26

Prior Members:

Phyllis Mitchell	Wardie Jarvis, Jr. (96-03)	C.D. Hall 10-22
William Lynch	Albert Bogdon (02-06)	Chase Church (*19-22)
Art Rutter	Jamie Rice (03-07)	
William Buchanan	Howard Martin (08)	
Christina Alphonsi	Marlene Ott (02-08)	
Elsie Purnell	Mark Frostrom, Jr. (01-10)	
William Freeman	Joseph McDonald (08-10)	
Jack Dill	Sherwood Brooks (03-12)	
Elbert Davis	Otho Mariner (95-13)	
J. D. Quillin, III (90-96)	Becky Flater (13-14)	
Ted Ward (94-00)	Ruth Waters (12-15)	
Larry Duffy (90-00)	John Glorioso (*06-19)	
Patricia McMullen (00-02)	Sharon Teagle (00- 20)	
William Merrill (90-01)	Davida Washington (*21-21)	
Debbie Rogers (92-02)	Donna Dillion (08-22)	

* = Appointed to fill an unexpired term

**LOCAL DEVELOPMENT COUNCIL
FOR THE OCEAN DOWNS CASINO**

ITEM 19

Reference: Subsection 9-1A-31(c) - State Government Article, Annotated Code of Maryland

Appointed by: County Commissioners

Function: Advisory
Review and comment on the multi-year plan for the expenditure of the local impact grant funds from video lottery facility proceeds for specified public services and improvements; Advise the County on the impact of the video lottery facility on the communities and the needs and priorities of the communities in the immediate proximity to the facility.

Number/Term: 15/4-year terms; Terms Expire December 31

Compensation: None

Meetings: At least semi-annually

Special Provisions: Membership to include State Delegation (or their designee); one representative of the Ocean Downs Video Lottery Facility, seven residents of communities in immediate proximity to Ocean Downs, and four business or institution representatives located in immediate proximity to Ocean Downs.

Staff Contacts: Kim Moses, Public Information Officer, 410-632-1194
Roscoe Leslie, County Attorney, 410-632-1194

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Represents/Resides</u>	<u>Years of Term(s)</u>
Mark Wittmyer	At-Large	Business - Ocean Pines	15-19
David Massey ^c	At-Large	Business - Ocean Pines	09-13-17, 17-21
Bobbi Sample	Ocean Downs Casino	Ocean Downs Casino	17-indefinite
Mary Beth Carozza	Indefinite	Maryland Senator	14-indefinite
Wayne A. Hartman	Indefinite	Maryland Delegate	18-indefinite
Charles Otto	Indefinite	Maryland Delegate	14-indefinite
Roxane Rounds	Dist. 2 - Purnell	Resident - Berlin	*14-15-19, 19-23
Michael Donnelly	Dist. 7 - Mitrecic	Resident - Ocean City	*16-19, 19-23
Steve Ashcraft	Dist. 6 - Bunting	Resident - Ocean Pines	*19-20, 20-24
Kerrie Bunting	Dist. 4 - Elder	Resident - Snow Hill	*22-24
Mayor Rick Meehan ^c	At-Large	Business - Ocean City	*09-12-16-20-24
Bob Gilmore	Dist. 5 - Bertino	Resident - Ocean Pines	*19-21, 21-25
Matt Gordon	Dist. 1 – Abbott	Resident - Pocomoke	19-22, 22-26
Ivy Wells	Dist. 3 - Church	Resident - Berlin	22-26
Cam Bunting ^c	At-Large	Business - Berlin	*09-10-14-18-22-26

Prior Members:

J. Lowell Stoltzfus^c (09-10)
 Mark Wittmyer^c (09-11)
 John Salm^c (09-12)
 Mike Pruitt^c (09-12)
 Norman H. Conway^c (09-14)
 Michael McDermott (10-14)
 Diana Purnell^c (09-14)
 Linda Dearing (11-15)
 Todd Ferrante^c (09-16)

Since 2009

Joe Cavilla (12-17)
 James N. Mathias, Jr.^c (09-18)
 Ron Taylor^c (09-14)
 James Rosenberg (09-19)
 Rod Murray^c (*09-19)
 Gary Weber (*19-21)

Charlie Dorman (12-19)
 Gee Williams (09-21)

* = Appointed to fill an unexpired term/initial terms staggered
^c = Charter Member

Reference: County Commissioners' Resolution 5/17/94 and 03-6 on 2/18/03

Appointed by: County Commissioners

Function: Advisory
Review and comment on Solid Waste Management Plan, Recycling Plan, plans for solid waste disposal sites/facilities, plans for closeout of landfills, and to make recommendations on tipping fees.

Number/Term: 11/4-year terms; Terms expire December 31st.

Compensation: \$100 per meeting expense allowance, subject to annual appropriation

Meetings: At least quarterly

Special Provisions: One member nominated by each County Commissioner; and one member appointed by County Commissioners upon nomination from each of the four incorporated towns.

Staff Support: Solid Waste - Solid Waste Superintendent – David Candy - (410-632-3177)
Solid Waste - Recycling Coordinator - Mike McClung - (410-632-3177)
Department of Public Works - Dallas Baker- (410-632-5623)

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
George Dix	D-4, Elder	Snow Hill	*10-10-14-18, 18-22
John O'Brien	D-6, Bunting	Bishopville	*22-23
Granville Jones	D-7, Mitrecic	Berlin	*15-16-20, 20-24
Michelle Beckett-El Soloh	Town of Pocomoke City		*19-20, 20-24
Michael Pruitt	Town of Snow Hill		*22-24
Don Furbay	D-3, Fiori	Berlin	20-24
James Charles	Town of Berlin		21-25
Brain Scarborough	Town of Ocean City		21-25
Vaughn White	D-2, Purnell	Berlin	*19-21, 21-25
Bob Gilmore	D-5, Bertino	Ocean Pines	*21-22, 22-26
George Linvill	D-1, Abbott	Pocomoke	14-18-22-26

Prior Members: (Since 1994)

Ron Cascio (94-96)	Hugh McFadden (98-05)	Bob Donnelly (11-15)
Roger Vacovsky, Jr. (94-96)	Dale Pruitt (97-05)	Howard Sribnick (10-16)
Lila Hackim (95-97)	Frederick Stiehl (05-06)	Dave Wheaton (14-16)
Raymond Jackson (94-97)	Eric Mullins (03-07)	Wendell Purnell (97-18)
William Turner (94-97)	Mayor Tom Cardinale (05-08)	George Tasker (*15-20)
Vernon "Corey" Davis, Jr. (96-98)	William Breedlove (02-09)	Rodney Bailey *19
Robert Mangum (94-98)	Lester D Shockley (03-10)	Steve Brown *10-19
Richard Rau (94-96)	Woody Shockley (01-10)	Bob Augustine 16-19
Jim Doughty (96-99)	John C Dorman (07-10)	Michael Pruitt *15-19
Jack Peacock (94-00)	Robert Hawkins (94-11)	James Rosenburg (*06-19)
Hale Harrison (94-00)	Victor Beard (97-11)	Jamey Latchum *17-19
Richard Malone (94-01)	Mike Gibbons (09-14)	Hal Adkins (*20-21)
William McDermott (98-03)	Hank Westfall (00-14)	Mike Poole (11-22)
Fred Joyner (99-03)	Marion Butler, Sr (00-14)	
	Robert Clarke (11-15)	

* = Appointed to fill an unexpired term

Reference: County Commissioners’ Resolution of May 4, 1999 and 03-6 of 2/18/03

Appointed by: County Commissioners

Function: Advisory
 Advise the County Commissioners on tourism development needs and recommend programs, policies and activities to meet needs, review tourism promotional materials, judge tourism related contests, review applications for State grant funds, review tourism development projects and proposals, establish annual tourism goals and objectives, prepare annual report of tourism projects and activities and evaluate achievement of tourism goals and objectives.

Number/Term: 7/4-Year term - Terms expire December 31st

Compensation: \$100 per meeting expense allowance

Meetings: At least bi-monthly (6 times per year), more frequently as necessary

Special Provisions: One member nominated by each County Commissioner

Staff Contact: Tourism Department – Melanie Pursel, Director of Tourism 410-632-3110

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)²</u>
Ruth Waters	D-6, Bunting	Bishopville	19-23
Elena Ake	D-3, Fiori	West Ocean City	*16-20, 20-24 (Released)
Josh Davis	D-5, Bertino	Berlin	*19-21, 21-25
Lauren Taylor	D-7, Mitrecic	Ocean City	13-17-21, 21-25
Kerrie Anne Bunting	D-4, Elder	Snow Hill	21-25
Gregory Purnell	D-2, Purnell	Berlin	14-18-22-26
Nola Tullar	D-1, Abbott	Pocomoke	23-27

Prior Members: Since 1972

Isaac Patterson ¹	Klein Leister (99-03)	Michael Day *19-21
Lenora Robbins ¹	Bill Simmons (99-04)	Barbara Tull (03-23)
Kathy Fisher ¹	Bob Hulburd (99-05)	
Leroy A. Brittingham ¹	Frederick Wise (99-05)	
George “Buzz” Gering ¹	Wayne Benson (05-06)	
Nancy Pridgeon ¹	Jonathan Cook (06-07)	
Marty Batchelor ¹	John Glorioso (04-08)	
John Verrill ¹	David Blazer (05-09)	
Thomas Hood ¹	Ron Pilling (07-11)	
Ruth Reynolds (90-95)	Gary Weber (99-03, 03-11)	
William H. Buchanan (90-95)	Annemarie Dickerson (99-13)	
Jan Quick (90-95)	Diana Purnell (99-14)	
John Verrill (90-95)	Kathy Fisher (11-15)	
Larry Knudsen (95)	Linda Glorioso (08-16)	
Carol Johnsen (99-03)	Teresa Travatello (09-18)	
Jim Nooney (99-03)	Molly Hilligoss (15-18)	
Barry Laws (99-03)	Denise Sawyer (*18-19)	
	Isabel Morris (11-19)	

* = Appointed to fill an unexpired term
 1 = Served on informal ad hoc committee prior to 1990, Committee abolished between 1995-1999
 2 = All members terms reduced by 1-year in 2003 to convert to 4-year terms

Worcester County Commissioners
1 West Market Street, Room 103
Snow Hill, Maryland 21863

July 16, 2023

Dear County Commissioners,

I understand there may be a vacancy on the Worcester County Tourism Advisory Committee from District 3. Karen Hammer of your staff has forwarded information about the Advisory Committee and suggested I submit a letter of interest and a resume for consideration.

I would welcome the opportunity to serve on the committee should an appointment be available. I believe I have some personal experience and local knowledge of the opportunities and potential facing the tourism and hospitality industry here in Worcester County.

In my previous role as Director of Recreation and Parks for Ocean City, I had the opportunity to work closely in developing recreation, parks and tourism experiences here in Worcester County. I have had good working relations with previous County Tourism Directors and County Recreation and Parks Directors. I served as support staff to the Ocean City Tourism Committee where I had the opportunity to work with representatives of the tourism and hospitality industry including OCMRA, Chamber of Commerce and local business leaders.

I have lived in West Ocean City for 25 years and appreciate the benefits and challenges of living and working in a tourist destination community. I believe I may be able to bring some of my experiences and insights into the work of the Worcester County Tourism Advisory Committee. I would be honored to serve the Commissioners and the people of Worcester County.

I am available if you require more information. Thanks for your consideration.

Tom Shuster

A large black rectangular redaction box covering the signature and any handwritten notes or dates that might have been present.

WATER AND SEWER ADVISORY COUNCIL MYSTIC HARBOUR SERVICE AREA

Reference: County Commissioners' Resolutions of 11/19/93 and 2/1/05

Appointed by: County Commissioners

Function: Advisory
Advise Commissioners on water and sewer needs of the Service Area; review amendments to Water and Sewer Plan; make recommendations on policies and procedures; review and recommend charges and fees; review annual budget for the service area.

Number/Term: 7/4-year terms
Terms Expire December 31

Compensation: \$100.00/meeting

Meetings: Monthly or As-Needed

Special Provisions: Must be residents of Mystic Harbour Service Area

Staff Support: Department of Public Works - Water and Wastewater Division
Chris Clasing - (410-641-5251)

Current Members:

<u>Member's Name</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Martin Kwesko	Mystic Harbour	13-17, 17-21 (Resigned)
Richard Jendrek ^C	Bay Vista I	05-10-14-18, 18-22 (deceased)
Matthew Kraeuter	Ocean Reef	*19-22 Available for Re-app.
Joseph Weitzell ^C	Mystic Harbour	05-11-15-19, 19-23 (deceased)
Bruce Burns	Deer Point	19-23 (deceased)
David Dypsky	Teal Marsh Center	*10-12-16, 16-20, 20-24
Stan Cygam	Whispering Woods	*18-20, 20-24

Prior Members: (Since 2005)

John Pinnero ^C (05-06)	Carol Ann Beres (14-18)
Brandon Phillips ^C (05-06)	Bob Hunt (*06-19)
William Bradshaw ^C (05-08)	
Buddy Jones (06-08)	
Lee Trice ^C (05-10)	
W. Charles Friesen ^C (05-13)	
Alma Seidel (08-14)	
Gerri Moler (08-16)	
Mary Martinez (16-18)	

^C = Charter member - Initial Terms Staggered in 2005
* = Appointed to fill an unexpired term

**WATER AND SEWER ADVISORY COUNCIL
WEST OCEAN CITY SERVICE AREA**

Reference: County Commissioners' Resolution of November 19, 1993

Appointed by: County Commissioners

Function: Advisory
Advise Commissioners on water and sewer needs of the Service Area; review amendments to Water and Sewer Plan; make recommendations on policies and procedures; review and recommend charges and fees; review annual budget for the service area.

Number/Term: 5/4-year terms
Terms Expire December 31

Compensation: \$100.00/Meeting

Meetings: Monthly

Special Provisions: Must be residents/ratepayers of West Ocean City Service Area

Staff Support: Department of Public Works - Water and Wastewater Division
Chris Clasing - (410-641-5251)

Current Members:

<u>Member's Name</u>	<u>Resides/Ratepayer of</u>	<u>Terms (Years)</u>
Keith Swanton	West Ocean City	13-17, 17-21
Deborah Maphis	West Ocean City	95-99-03-07-11-15-19, 19-23
Gail Fowler	West Ocean City	99-03-07-11-15-19,19-23
Blake Haley	West Ocean City	*19-20, 20-24
Todd Ferrante	West Ocean City	13-17-21-25

Prior Members: (Since 1993)

Eleanor Kelly^c (93-96) Andrew Delcorro (*14-19)

John Mick^c (93-95)

Frank Gunion^c (93-96)

Carolyn Cummins (95-99)

Roger Horth (96-04)

Whaley Brittingham^c (93-13)

Ralph Giove^c (93-14)

Chris Smack (04-14)

COMMISSION FOR WOMEN

Reference: Public Local Law CG 6-101

Appointed by: County Commissioners

Function: Advisory

Number/Term: 11/3-year terms; Terms Expire December 31

Compensation: None

Meetings: At least monthly (3rd Tuesday at 5:30 PM - alternating between Berlin and Snow Hill)

Special Provisions: 7 district members, one from each Commissioner District
 4 At-large members, nominations from women's organizations & citizens
 4 Ex-Officio members, one each from the following departments: Social Services, Health & Mental Hygiene, Board of Education, Public Safety
 No member shall serve more than six consecutive years

Contact: Tamara White and Coleen Colson, Co-Chair
 Worcester County Commission for Women - P.O. Box 1712, Berlin, MD 21811

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Elizabeth Rodier	D-3, Fiori	Bishopville	18-21(Resigned)
Hope Carmean	D-4, Elder	Snow Hill	*15-16-19, 19-22
Tamara White	D-1, Nordstrom	Pocomoke City	17-20, 20-23
Kris Heiser	Public Safety – State Attorney Office		21-24 (Resigned)
Susan Childs	D-6, Bunting	Berlin	21-24(Resigned)
Terri Shockley	At-Large	Snow Hill	17-20, 20-23
Laura Morrison	At-Large	Pocomoke	*19-20, 20-23
Crystal Bell, MPA	Health Department		*22-23
Judith Giffin	D-5, Bertino	Ocean Pines	*22-23
Dr. Darlene Jackson- Bowen	D-2, Purnell	Pocomoke	*19-21, 21-24
Kimberly List	D-7, Mitrecic	Ocean City	18- 21, 21-24
Gwendolyn Lehman	At-Large	OP, Berlin	*19-21, 21-24
Jocelyn Briddell	At-Large	Berlin	23-26
Coleen Colson	Dept of Social Services		19-22-25
Windy Phillips	Board of Education		19-22-25

Prior Members: Since 1995

Ellen Pilchard ^c (95-97)	Patricia Ilczuk-Lavanceau (98-99)	Catherine W. Stevens (02-04)
Helen Henson ^c (95-97)	Lil Wilkinson (00-01)	Hattie Beckwith (00-04)
Barbara Beaubien ^c (95-97)	Diana Purnell ^c (95-01)	Mary Ann Bennett (98-04)
Sandy Wilkinson ^c (95-97)	Colleen McGuire (99-01)	Rita Vaeth (03-04)
Helen Fisher ^c (95-98)	Wendy Boggs McGill (00-02)	Sharyn O'Hare (97-04)
Bernard Bond ^c (95-98)	Lynne Boyd (98-01)	Patricia Layman (04-05)
Jo Campbell ^c (95-98)	Barbara Trader ^c (95-02)	Mary M. Walker (03-05)
Karen Holck ^c (95-98)	Heather Cook (01-02)	Norma Polk Miles (03-05)
Judy Boggs ^c (95-98)	Vyoletus Ayres (98-03)	Roseann Bridgman (03-06)
Mary Elizabeth Fears ^c (95-98)	Terri Taylor (01-03)	Sharon Landis (03-06)
Pamela McCabe ^c (95-98)	Christine Selzer (03)	Vanessa Alban (17-22)
Teresa Hammerbacher ^c (95-98)	Linda C. Busick (00-03)	
Bonnie Platter (98-00)	Gloria Bassich (98-03)	
Marie Velong ^c (95-99)	Carolyn Porter (01-04)	
Carole P. Voss (98-00)	Martha Pusey (97-03)	
Martha Bennett (97-00)	Teole Brittingham (97-04)	

* = Appointed to fill an unexpired term

^c = Charter member

Prior Members: Since 1995 (continued)

Dr. Mary Dale Craig (02-06)	Michelle Bankert *(14-18)
Dee Shorts (04-07)	Nancy Fortney (12-18)
Ellen Payne (01-07)	Cristi Graham (17-18)
Mary Beth Quillen (05-08)	Alice Jean Ennis (14-17)
Marge SeBour (06-08)	Lauren Mathias Williams *(16-18)
Meg Gerety (04-07)	Teola Brittingham *(16-18)
Linda Dearing (02-08)	Jeannine Jerscheid *(18-19)
Angela Hayes (08)	Shannon Chapman (*17-19)
Susan Schwarten (04-08)	Julie Phillips (13-19)
Marilyn James (06-08)	Bess Cropper (15-19)
Merilee Horvat (06-09)	Kelly Riwniak *(19-20)
Jody Falter (06-09)	Kelly O'Keane (17-22)
Kathy Muncy (08-09)	Mary Mumford (*16-22)
Germaine Smith Garner (03-09)	
Nancy Howard (09-10)	
Barbara Witherow (07-10)	
Doris Moxley (04-10)	
Evelyne Tyndall (07-10)	
Sharone Grant (03-10)	
Lorraine Fasciocco (07-10)	
Kay Cardinale (08-10)	
Rita Lawson (05-11)	
Cindi McQuay (10-11)	
Linda Skidmore (05-11)	
Kutresa Lankford-Purnell (10-11)	
Monna Van Ess (08-11)	
Barbara Passwater (09-12)	
Cassandra Rox (11-12)	
Diane McGraw (08-12)	
Dawn Jones (09-12)	
Cheryl K. Jacobs (11)	
Doris Moxley (10-13)	
Kutresa Lankford-Purnell (10-12)	
Terry Edwards (10-13)	
Dr. Donna Main (10-13)	
Beverly Thomas (10-13)	
Caroline Bloxom (14)	
Tracy Tilghman (11-14)	
Joan Gentile (12-14)	
Carolyn Dorman (13-16)	
Arlene Page (12-15)	
Shirley Dale (12-16)	
Dawn Cordrey Hodge (13-16)	
Carol Rose (14-16)	
Mary Beth Quillen (13-16)	
Debbie Farlow (13-17)	
Corporal Lisa Maurer (13-17)	
Laura McDermott (11-16)	
Charlotte Cathell (09-17)	
Eloise Henry-Gordy (08-17)	

* = Appointed to fill an unexpired term

c = Charter member



Worcester County Administration
One West Market St. Room 1103 | Snow Hill MD 21863 | (410) 632-1194 | www.co.worcester.md.us

TO: The Salisbury Daily Times and The Ocean City Today Group
FROM: Candace Savage, Deputy Chief Administrative Officer
DATE: August 31, 2023
SUBJECT: Worcester County Public Hearing Notice

Please print the below Public Hearing Notice in The Salisbury Daily Times and Ocean City Digest/Ocean City Today on August 17, 2023 and August 24, 2023. Thank you.

NOTICE OF
PROPOSED CHANGE IN ZONING

NORTHWEST SIDE OF JARVIS ROAD
AND EAST OF WORCESTER HIGHWAY (US ROUTE 113)

FIFTH TAX DISTRICT
WORCESTER COUNTY, MARYLAND

Pursuant to Section 1-113 of the Worcester County Zoning Ordinance, Rezoning Case No. 440 has been filed by Hugh Cropper, IV on behalf of Nicholas & Virginia Borodulia, property owners, for an amendment to the Official Zoning Maps to change an approximately 8.905 acres of land located on the northwest side of Jarvis Road, approximately 175 feet north of Bunting Road and 400 feet east of US Route 113 (Worcester Highway), in the Fifth Tax District of Worcester County, Maryland, from A-1 Agricultural District to A-2 Agricultural District. The Planning Commission has given a favorable recommendation to the rezoning application.

Pursuant to Sections 1-113 and 1-114 of the Worcester County Zoning Ordinance, the County Commissioners will hold a

PUBLIC HEARING

on

TUESDAY, September 5th, 2023

AT 10:30 A.M.

IN THE COUNTY COMMISSIONERS' MEETING ROOM
WORCESTER COUNTY GOVERNMENT CENTER - ROOM 1101
ONE WEST MARKET STREET
SNOW HILL, MARYLAND 21863

At said public hearing the County Commissioners will consider the rezoning application, the staff file on Rezoning Case No. 440 and the recommendation of the Planning Commission, any proposed restrictions on the rezoning, other appropriate restrictions, conditions or limitations as may be deemed by them to be appropriate to preserve, improve, or protect the general character and design of the lands and improvements being zoned or rezoned or of the surrounding or adjacent lands and improvements, and the advisability of reserving the power and authority to approve or disapprove the design of buildings, construction, landscaping or other improvements, alterations and changes made or to be made on the subject land or lands to assure conformity with the intent and purpose of applicable State laws and regulations and the County Zoning Ordinance.

Maps of the petitioned area, the staff file on Rezoning Case No. 440 and the Planning Commission's recommendation, which will be entered into record at the public hearing, are on file and available to view electronically by contacting the Department of Development, Review and Permitting, Worcester County Government Center, One West Market Street, Room 1201, Snow Hill, Maryland 21863 Monday through Friday from 8:00 A.M. and 4:30 P.M. (except holidays), at (410) 632-1200 as well as at www.co.worcester.md.us.



ITEM 20
APPROVED

WSY 08/01/23

DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET, ROOM 1201
SNOW HILL, MARYLAND 21863
TEL:410.632.1200 / FAX: 410.632.3008

<http://www.co.worcester.md.us/departments/drp>

ZONING DIVISION
BUILDING DIVISION
DATA RESEARCH DIVISION

ADMINISTRATIVE DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

MEMORANDUM

To: Weston S. Young, Chief Administrative Officer
From: Jennifer K. Keener, AICP, Director
Date: July 24, 2023
Re: Rezoning Case No. 440 – Nicholas & Virginia Borodulia, applicants, Hugh Cropper, IV,
Esquire attorney for the applicants

I am requesting that the Worcester County Commissioners schedule the required public hearing associated with Rezoning Case No. 440. A draft public hearing notice is attached.

Mr. Cropper, on behalf of his client, has filed Rezoning Case No. 440, seeking to rezone approximately 8.905 acres of land located on the northwest side of Jarvis Road, approximately 175 feet north of Bunting Road and 400 feet east of US Route 113 (Worcester Highway), from A-1 Agricultural District to A-2 Agricultural District. The case was reviewed by the Planning Commission at its meeting on July 6, 2023, and was given a favorable recommendation. Attached you will also find the Planning Commission's written Findings of Fact and Recommendation as prepared by Matthew Laick, Deputy Director.

Please advise our department at your earliest convenience as to the public hearing date so that our department can ensure that the mandatory public notice of 15 days is met via posting on the site and mailings to adjoining property owners.

Thank you for your attention to this matter. Should you have any questions or require additional information, please do not hesitate to contact me.

**NOTICE
OF
PROPOSED CHANGE IN ZONING**

**NORTHWEST SIDE OF JARVIS ROAD
AND EAST OF WORCESTER HIGHWAY (US ROUTE 113)**

**FIFTH TAX DISTRICT
WORCESTER COUNTY, MARYLAND**

Pursuant to Section 1-113 of the Worcester County Zoning Ordinance, Rezoning Case No. 440 has been filed by Hugh Cropper, IV on behalf of Nicholas & Virginia Borodulia, property owners, for an amendment to the Official Zoning Maps to change an approximately 8.905 acres of land located on the northwest side of Jarvis Road, approximately 175 feet north of Bunting Road and 400 feet east of US Route 113 (Worcester Highway), in the Fifth Tax District of Worcester County, Maryland, from A-1 Agricultural District to A-2 Agricultural District. The Planning Commission has given a favorable recommendation to the rezoning application.

Pursuant to Sections 1-113 and 1-114 of the Worcester County Zoning Ordinance, the County Commissioners will hold a

PUBLIC HEARING

on

TUESDAY, _____

AT _____

**IN THE COUNTY COMMISSIONERS' MEETING ROOM
WORCESTER COUNTY GOVERNMENT CENTER – ROOM 1101
ONE WEST MARKET STREET
SNOW HILL, MARYLAND 21863**

At said public hearing the County Commissioners will consider the rezoning application, the staff file on Rezoning Case No. 440 and the recommendation of the Planning Commission, any proposed restrictions on the rezoning, other appropriate restrictions, conditions or limitations as may be deemed by them to be appropriate to preserve, improve, or protect the general character and design of the lands and improvements being zoned or rezoned or of the surrounding or adjacent lands and improvements, and the advisability of reserving the power and authority to approve or disapprove the design of buildings, construction, landscaping or other improvements, alterations and changes made or to be made on the subject land or lands to assure conformity with the intent and purpose of applicable State laws and regulations and the County Zoning Ordinance.

Maps of the petitioned area, the staff file on Rezoning Case No. 440 and the Planning Commission's recommendation, which will be entered into record at the public hearing, are on file and available to view electronically by contacting the Department of Development, Review and Permitting, Worcester County Government Center, One West Market Street, Room 1201, Snow Hill, Maryland 21863 Monday through Friday from 8:00 A.M. and 4:30 P.M. (except holidays), at (410) 632-1200 as well as at www.co.worcester.md.us.

THE WORCESTER COUNTY COMMISSIONERS

**PLANNING COMMISSION
FINDINGS OF FACT
AND
RECOMMENDATION**

REZONING CASE NO. 440

APPLICANT:

**Nicholas N. & Virginia H. Borodulia
12036 S. Piney Point Rd.
Bishopville, MD 21813-1542**

ATTORNEY FOR THE APPLICANT:

**Hugh Cropper, IV
9927 Stephen Decatur Highway, F-12
Ocean City, Maryland 21842**

July 6, 2023

WORCESTER COUNTY PLANNING COMMISSION

TABLE OF CONTENTS

I.	Introductory Data	Pages 3 - 4		
II.	Testimony Before the Planning Commission	Pages 4 - 6		
III.	Findings and Conclusions	Pages 6 - 7		
IV.	Planning Commission Recommendation	Page 7		
V.	Exhibits	Pages 8 - 11		
VI.	Related Material and Attachments			
	A.	Copy of Written Staff Report	Pages 12 - 16	
	B.	Attachments to the Staff Report:		
		1.	Application for Amendment of Official Zoning Map with attachment	Pages 17 - 23
		2.	Maps of petitioned area	Pages 24 - 31
		3.	Comments of Robert J. Mitchell, Worcester County Environmental Programs Director	Pages 32 - 33
		4.	Memo requesting comments	Pages 34 - 35

I. INTRODUCTORY DATA

- A. CASE NUMBER: Rezoning Case No. 440, filed on September 30, 2022.
- B. APPLICANT: Nicholas N. & Virginia H. Borodulia
12036 S. Piney Point Rd.
Bishopville, MD 21813-1542

APPLICANT'S ATTORNEY: Hugh Cropper, IV
9923 Stephen Decatur Highway, F-12
Ocean City, Maryland 21842
- C. TAX MAP/PARCEL: Tax Map 9 - Parcel 359 - Lot 1 - Tax District 5
- D. SIZE: The petitioned area is 8.905 acres in size.
- E. LOCATION: The petitioned area is located on the northwest side of Jarvis Road approximately 175 feet north of Bunting Road and 400 feet East of US 113. The property is addressed as 12219 Jarvis Road.
- F. CURRENT USE OF PETITIONED AREA: The property contains a residence with several accessory structures and a yard area that covers approximately two acres, with the remainder of the property in agricultural use.
- G. CURRENT ZONING CLASSIFICATION: A-1 Agricultural District.
- H. REQUESTED ZONING CLASSIFICATION: A-2 Agricultural District.
- I. APPLICANT'S BASIS FOR REZONING: The application indicates that there is a mistake in the existing A-1 zoning that justifies the rezoning to A-2.
- J. ZONING HISTORY: At the time zoning was first established in the 1960's, the petitioned area was given an A-1 Agricultural District classification. The A-1 zoning has remained in place during each subsequent comprehensive rezoning, held in 1978, 1992 and most recently in 2009.
- K. SURROUNDING ZONING: Adjoining properties are also zoned A-1 Agricultural. I-1 Light Industrial and I-2 Heavy Industrial zoning are located west of US 113, and I-1 and C-2 General Commercial zoning are located approximately one-half mile north of the subject property on the east side US 113, near Bishopville Road. The closest A-2 zoning is located approximately 4,000 feet to the south of the subject property on the south side of Peerless Road, west of US 113.

As pointed out in the response memo from Robert J. Mitchell, Director of the Department of Environmental Programs (copy attached), the nearest A-2 zoning to the south at Peerless Road were used for spray irrigation related to the former poultry processing plant at Showell, and were adjacent to the plant's hatchery and were screened with landscaping. Mr. Mitchell notes that the closest A-2 zoning to the north is approximately two miles away, between US 113 and the railroad.

- L. COMPREHENSIVE PLAN: According to the 2006 Comprehensive Plan and associated land use map, the petitioned area lies within the Agriculture Land Use Category.
- M. WATER AND WASTEWATER: According to the response memo from Mr. Mitchell, the subject property has a designation of a Sewer and Water Service Category of S-6 and W-6 (No Planned Service) in the Master Water and Sewerage Plan. Mr. Mitchell also notes that the property is served with a private well and septic system.
- N. ROAD ACCESS: The petitioned area has frontage on Jarvis Road, a County-owned and maintained road with a 30 foot-wide ROW and an 18 foot-wide pavement width. Worcester Highway (US 113) is located approximately 400 feet to the west.

II. APPLICANT'S TESTIMONY BEFORE THE PLANNING COMMISSION

- A. Hugh Cropper, IV, applicant's attorney, Frank Lynch, Jr., professional land surveyor, and Nicholas N. Borodulia, property owner were present for the review. The property owner purchased the petitioned area in 2006, which is identified as lot 1 located in the bottom left corner on Applicant's Exhibit No. 4. The petitioned area is separated from the US Route 113 highway by a small sliver of land. When the 5-lot subdivision was platted in 1992, lot 2 did not perc and is designated for agricultural purposes only. The perc sites for lots 1 and 5 are at the southwesterly corner as described on the plat.

Mr. Cropper stated that they could not find any meaningful change in the character of the neighborhood. The Comprehensive Plan identifies the Village of Showell as a planned growth area which was never developed but was envisioned to contain 600 to 700 units near this property. Therefore, the property owner and Mr. Cropper are basing the rezoning on a good faith mistake.

Mr. Cropper then described the property as poor quality farmland that is hard to access due to a continually collapsing culvert pipe and a hedgerow with about 6 acres that are tillable. Mr. Cropper described the extent of the similarity between

the A-1 and A-2 Agricultural Districts and highlighted some of the minor differences between the two districts.

Mr. Cropper called Mr. Lynch to testify. Mr. Lynch concurred that the zoning of the property to A-1 Agricultural District in 2009 was a good faith mistake. He agreed that the primary uses in the A-1 District are farming, timber and agricultural related uses as shown on Applicant's Exhibit No. 1, which are not suitable for this property. In addition to the problems accessing the farmland, there are major wet spots, described as poorly drained, hydraulic soils and tilled prior converted wetlands. Therefore, the petitioned area was not suitable for crops or timber.

With respect to the location of the petitioned area, Mr. Lynch concurred that the location was within a triangle between Jarvis Road and US 113 which is a major dual highway. Based on the location of the petitioned area, the dwelling that is located on the lot is not a suitable location in which to live, particularly with the truck traffic and headlights along Route 113.

Mr. Cropper asked Mr. Lynch if the A-2 Agricultural District would be more desirable in terms of the Comprehensive Plan, to which he agreed. In reviewing Applicant's Exhibit No. 3 which was a combined copy of Tax Maps 9 and 15, he agreed that all the major intersections along US Route 113 have A-2 zoning, commercial zoning or some other type of zoning. Mr. Lynch further explained that at the intersection of US Route 113 and Bishopville Road, there is industrial and commercial zoned property. Near Pitts Road there is industrial and commercial zoning as well. In summary, just about all the intersections with US Route 113 shown on the exhibit have higher density or commercial zoning than the petitioned area.

Mr. Cropper asked if Mr. Lynch agreed that the A-1 and A-2 Agricultural Districts have more uses in common than dissimilar uses. He concurred. He also agreed that there has been a moderate increase in population, but not the big increase that was expected within Showell, as well as a moderate increase in traffic along US Route 113. Though acknowledging that a finding of a mistake does not set a precedence for future rezoning cases as they are site specific, Mr. Cropper compared the requested rezoning to Rezoning Case No. 434 for Raynes Sand and Gravel at the US Route 113 intersection at Downs Road, south of Berlin. Both Mr. Cropper and Mr. Lynch discussed the shape and general nature of that property, where the Planning Commission gave a favorable recommendation to a rezoning request from A-1 to A-2 which was approved by the Worcester County Commissioners.

Submitted as Applicant's Exhibit No. 2 was the SDAT sheet for the property showing a high assessment value for the land and improvements. The petitioned

area is improved with a 1,500 square foot dwelling used for rental purposes. Mr. Cropper reiterated that the A-2 District uses will give the property owner more flexibility. Mr. Bob Mitchell, Director, Department of Environmental Programs, stated that this property was clearly farmed with the congruent fields on the adjoining lots. There may be future consideration for the rezoning of the petitioned area after the Comprehensive Plan is reevaluated, but that it is not currently a legitimate mistake.

Mrs. Wimbrow stated that a rezoning can be compatible with the Comprehensive Plan, but still be considered spot zoning. Therefore, she made a motion to find that there was no mistake and forward an unfavorable recommendation to the rezoning request. The motion died for lack of a second.

Mrs. Knight made a motion to find that there was a mistake in the zoning and that the A-2 District would be more desirable in terms of the Comprehensive Plan. Ms. Smith seconded the motion, and it was carried 4 to 1 with Mrs. Wimbrow in opposition.

III. PLANNING COMMISSION'S FINDINGS AND CONCLUSIONS

- A. Regarding the definition of the neighborhood: The Planning Commission found that because Mr. Cropper was basing his argument for rezoning solely upon a claim of mistake in existing zoning, a definition of the neighborhood was not applicable.
- B. Regarding population change: The Planning Commission concurred with Mr. Cropper's testimony that there has been a general increase in population not the big increase that was expected from the development of the planned Village of Showell.
- C. Regarding availability of public facilities: The Planning Commission found that there would be no impact upon public facilities as there are none in this area.
- D. Regarding present and future transportation patterns: The Planning Commission found that the petitioned area fronts on Jarvis Road, a County-owned and -maintained roadway. There would not be any adverse effects from rezoning the petitioned area from A-1 to A-2 Agricultural District.
- E. Regarding compatibility with existing and proposed development and existing environmental conditions in the area, including having no adverse impact to waters included on the State's impaired waters list or having an established total maximum daily load requirement: The Planning Commission found that the petitioned area is currently occupied by a single-family home. Redevelopment of

the petitioned area would require more protections for the non-tidal wetlands under the A-2 Agricultural District uses.

- F. Regarding compatibility with the Comprehensive Plan: The Planning Commission found that according to the Comprehensive Plan Land Use Map, there is only one land use category for agricultural, which would encompass both the A-1 and A-2 Agricultural zoning districts.

IV. PLANNING COMMISSION RECOMMENDATION

- A. In consideration of its findings and testimony provided to the Commission, the Planning Commission concluded that there has been a mistake in the 2009 Comprehensive Plan and rezoning and recommends that this property be rezoned from A-1 to A-2 to be more desirable with the Comprehensive Plan.

V. RELATED MATERIALS AND ATTACHMENTS

- A. Exhibit 1
- B. Exhibit 2
- C. Exhibit 3
- D. Exhibit 4

Subtitle ZS1:II

PRIMARY DISTRICT REGULATIONS

- § ZS 1-201. A-1 Agricultural District.
- § ZS 1-202. A-2 Agricultural District.
- § ZS 1-203. E-1 Estate District.
- § ZS 1-204. V-1 Village District.
- § ZS 1-205. R-1 Rural Residential District.
- § ZS 1-206. R-2 Suburban Residential District.
- § ZS 1-207. R-3 Multi-family Residential District.
- § ZS 1-208. R-4 General Residential District.
- § ZS 1-209. C-1 Neighborhood Commercial District.
- § ZS 1-210. C-2 General Commercial District.
- § ZS 1-211. C-3 Highway Commercial District.
- § ZS 1-212. I-1 Light Industrial District.
- § ZS 1-213. I-2 Heavy Industrial District.
- § ZS 1-214. CM Commercial Marine District.
- § ZS 1-215. RP Resource Protection District.

[HISTORY: Adopted by the Board of County Commissioners of Worcester County 11-3-2009 as Subtitle II of Title 1 of Bill No. 09-1. Amendments noted where applicable.]

§ ZS 1-201. A-1 Agricultural District.

- (a) Purpose and intent. This district is intended to preserve, encourage and protect the County's farms and forestry operations and their economic productivity and to ensure that agricultural and forestry enterprises will continue to have the necessary flexibility to adjust their production as economic conditions change. Furthermore, it is the intent that in this district there shall be no basis, under this Title, for recourse against the effects of any normal farming or forestry operation as permitted in this district, including but not limited to noise, odor, vibration, fumes, dust or glare. This district is also intended to protect the land base resources for the County's agricultural and forestry industries from the disruptive effects of major subdivision or nonagricultural commercialization.
- (b) Permitted principal uses and structures. The following uses and structures shall be permitted in the A-1 District:
 - (1) Agriculture, including feeding lots, dairy barns, stables, agricultural lagoons, hog houses, and noncommercial grain dryers. No lot requirements shall apply for field, vegetable and nursery crops and grazing pastures. For other activities and principal structures, minimum lot requirements shall be: lot area, five acres; lot width, two hundred feet; front yard setback, thirty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, twenty feet; and rear yard setback, twenty feet. See § ZS 1-305(r) hereof. [Amended 4-25-2017 by Bill No. 17-3]

Real Property Data Search ()
 Search Result for WORCESTER COUNTY

[View Map](#)

[View GroundRent Redemption](#)

[View GroundRent Registration](#)

Special Tax Recapture: AGRICULTURAL TRANSFER TAX

Account Identifier: District - 05 Account Number - 018854

Owner Information

Owner Name: BORODULIA VIRGINIA H & NICHOLAS N BORODULIA
 Mailing Address: 12036 S PINEY POINT RD BISHOPVILLE MD 21813-1542
 Use: AGRICULTURAL NO
 Principal Residence:
 Deed Reference: /04817/ 00430

Location & Structure Information

Premises Address: 12219 JARVIS RD BISHOPVILLE 21813-0000
 Legal Description: LOT 1 8.905 ACS JARVIS RD BUNTINGS NURSERIES SUBDIV

Map:	Grid:	Parcel:	Neighborhood:	Subdivision:	Section:	Block:	Lot:	Assessment Year:	Plat No:	Plat Ref:
0009	0021	0359	5010001.24	1187			1	2022	134020	

Town: None

Primary Structure Built	Above Grade Living Area	Finished Basement Area	Property Land Area	County Use
1993	1,568 SF		8,905 AC	C

Stories	Basement	Type	Exterior	Quality	Full/Half Bath	Garage	Last Notice of Major Improvements
1	NO	STANDARD UNIT	SIDING	3	2 full		

Value Information

	Base Value	Value As of	Phase-in Assessments As of	As of
Land:	66,400	71,900	7/01/2022	07/01/2023
Improvements	90,600	175,300		
Total:	157,000	247,200	78,067	217,133
Preferential Land:	1,900	1,900		

Transfer Information

Seller: NICHOLS THOMAS E & Type: ARMS LENGTH IMPROVED	Date: 11/14/2006 Deed1: SVH /04817/ 00430	Price: \$415,000 Deed2:
Seller: BUNTINGS NURSERIES INC Type: ARMS LENGTH IMPROVED	Date: 1/20/1993 Deed1: SVH /04466/ 00295	Price: \$349,000 Deed2:
Seller: Type:	Date: Deed1:	Price: Deed2:

Exemption Information

Partial Exempt Assessments:	Class	07/01/2022	07/01/2023
County:	000	0.00	
State:	000	0.00	
Municipal:	000	0.00 0.00	0.00 0.00

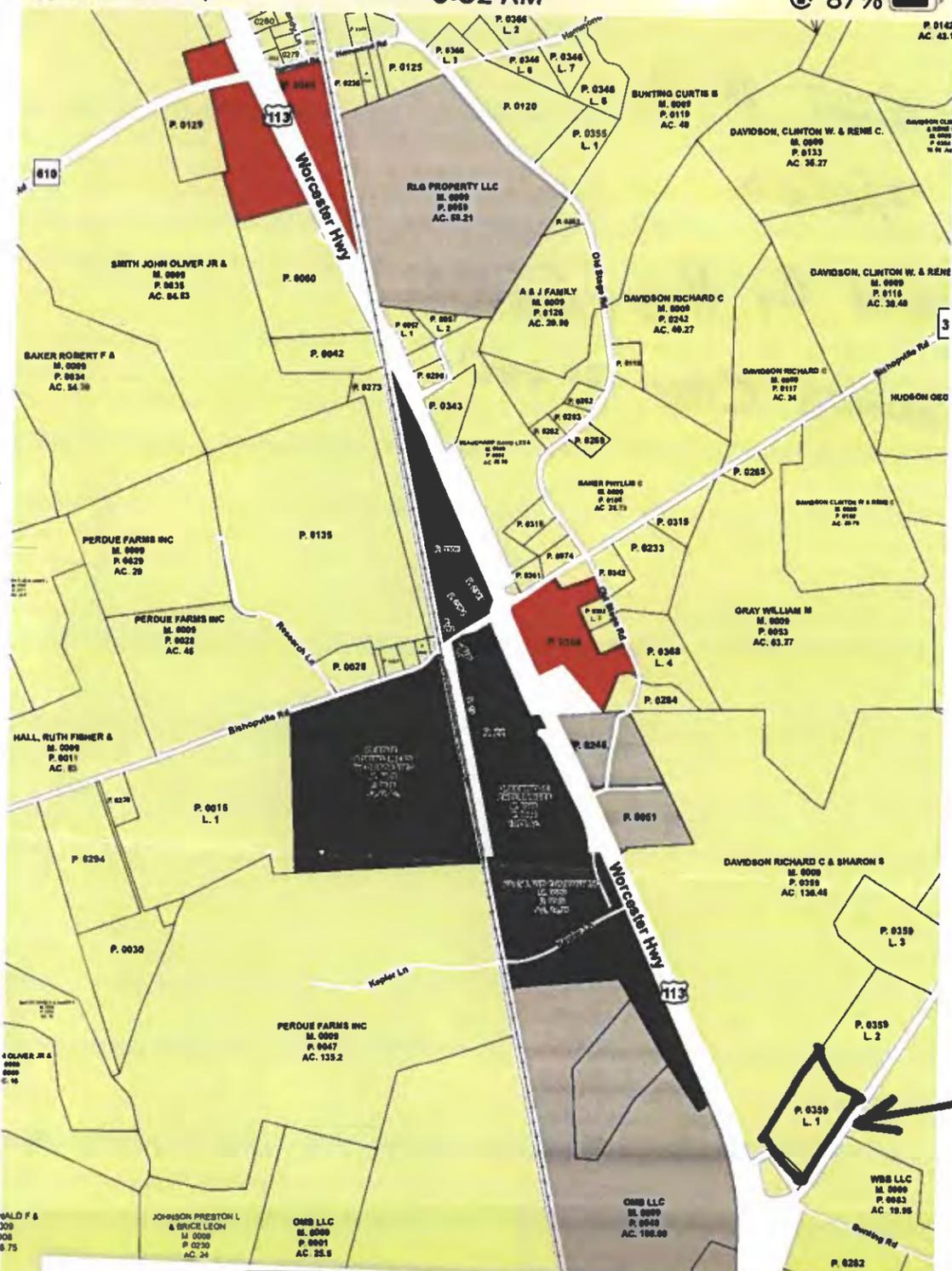
Special Tax Recapture: AGRICULTURAL TRANSFER TAX

Homestead Application Information

Homestead Application Status: No Application

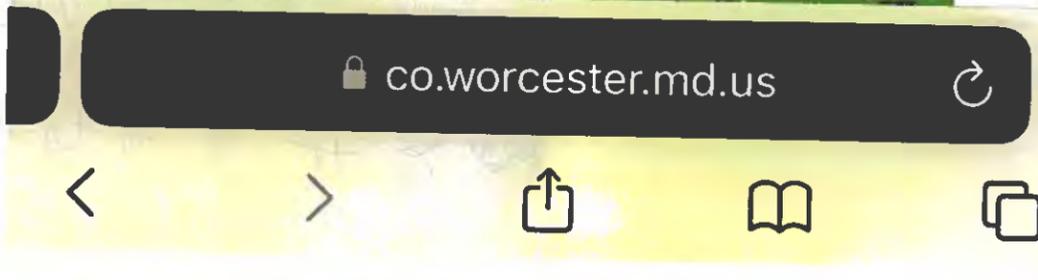
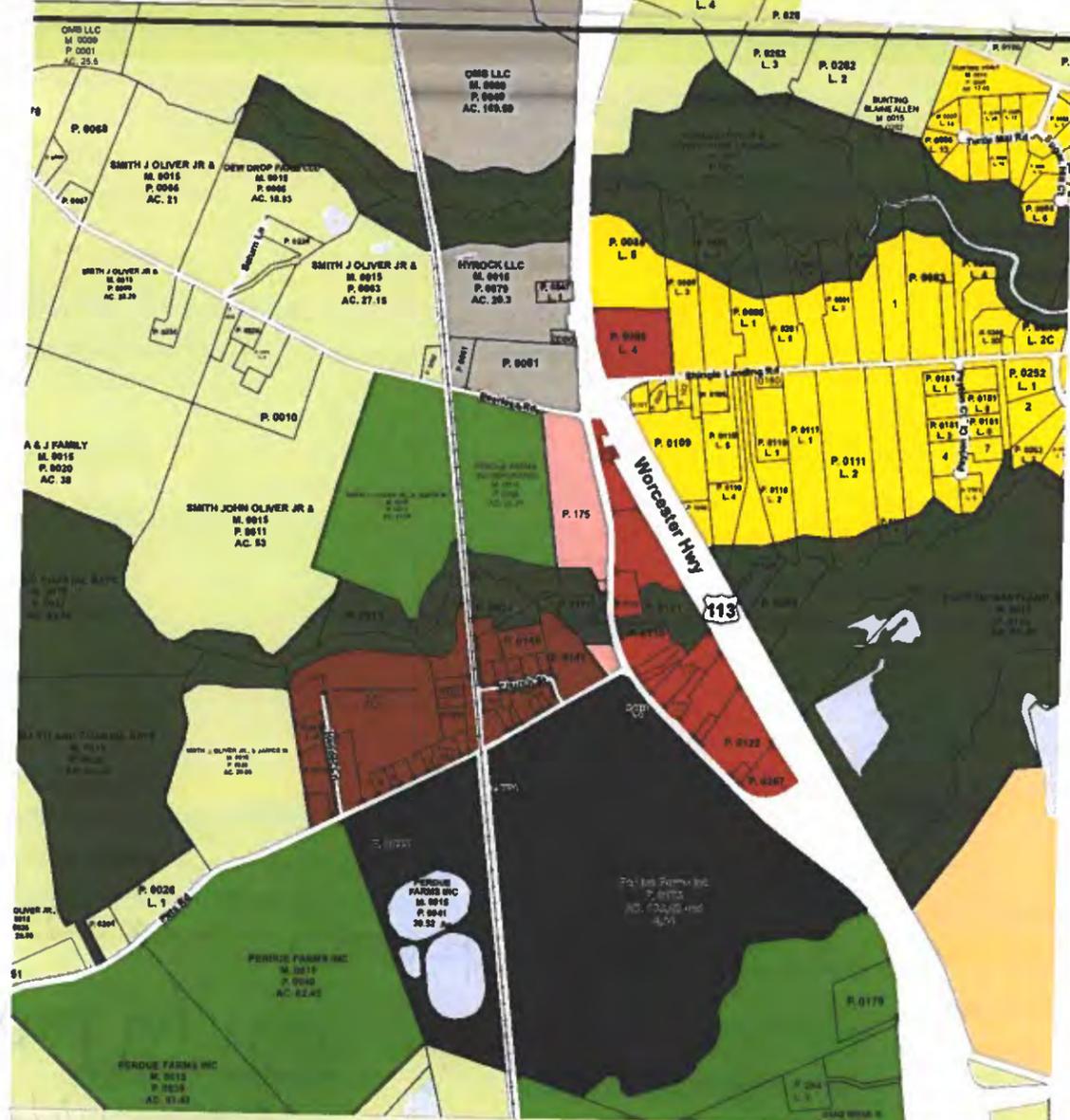
Homeowners' Tax Credit Application Information

Homeowners' Tax Credit Application Status: No Application Date:



3
5814 x 3

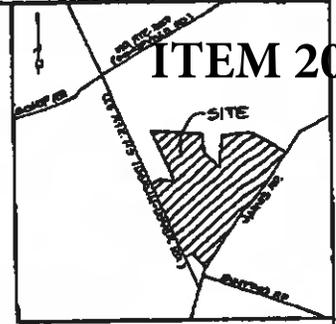
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B.M. 134/20 ✓

220 134/20

ITEM 20



WORCESTER COUNTY ENVIRONMENTAL PROGRAMS

THE LAND USE APPROVED FOR THIS PROJECT IS CONSIDERED TO BE COMPATIBLE WITH THE COUNTY DEVELOPMENT PLAN AND ZONING PLAN. THE APPLICANT HAS PROVIDED ALL NECESSARY INFORMATION TO THE COUNTY ENGINEER AND TO THE COUNTY COMMISSIONER TO VERIFY THAT THE PROJECT IS IN ACCORDANCE WITH THE COUNTY DEVELOPMENT PLAN AND ZONING PLAN. THE COUNTY ENGINEER HAS REVIEWED THE PROJECT AND HAS DETERMINED THAT THE PROJECT IS IN ACCORDANCE WITH THE COUNTY DEVELOPMENT PLAN AND ZONING PLAN. THE COUNTY COMMISSIONER HAS REVIEWED THE PROJECT AND HAS DETERMINED THAT THE PROJECT IS IN ACCORDANCE WITH THE COUNTY DEVELOPMENT PLAN AND ZONING PLAN.

Robert J. Lynch
REGISTERED PROFESSIONAL LAND SURVEYOR

NOTED:

1. FOR GENERAL ENVIRONMENTAL INFORMATION (SEE) PLEASE REFER TO THE COUNTY DEVELOPMENT PLAN AND ZONING PLAN.
2. ENVIRONMENTAL IMPACT STATEMENT (EIS) FOR THE PROJECT IS AVAILABLE AT THE COUNTY ENGINEER'S OFFICE.
3. SMALL AREA - 100' X 100'.
4. ROAD 41'.
5. ROAD 41'.
6. ROAD 41'.
7. ROAD 41'.
8. ROAD 41'.
9. ROAD 41'.
10. ROAD 41'.

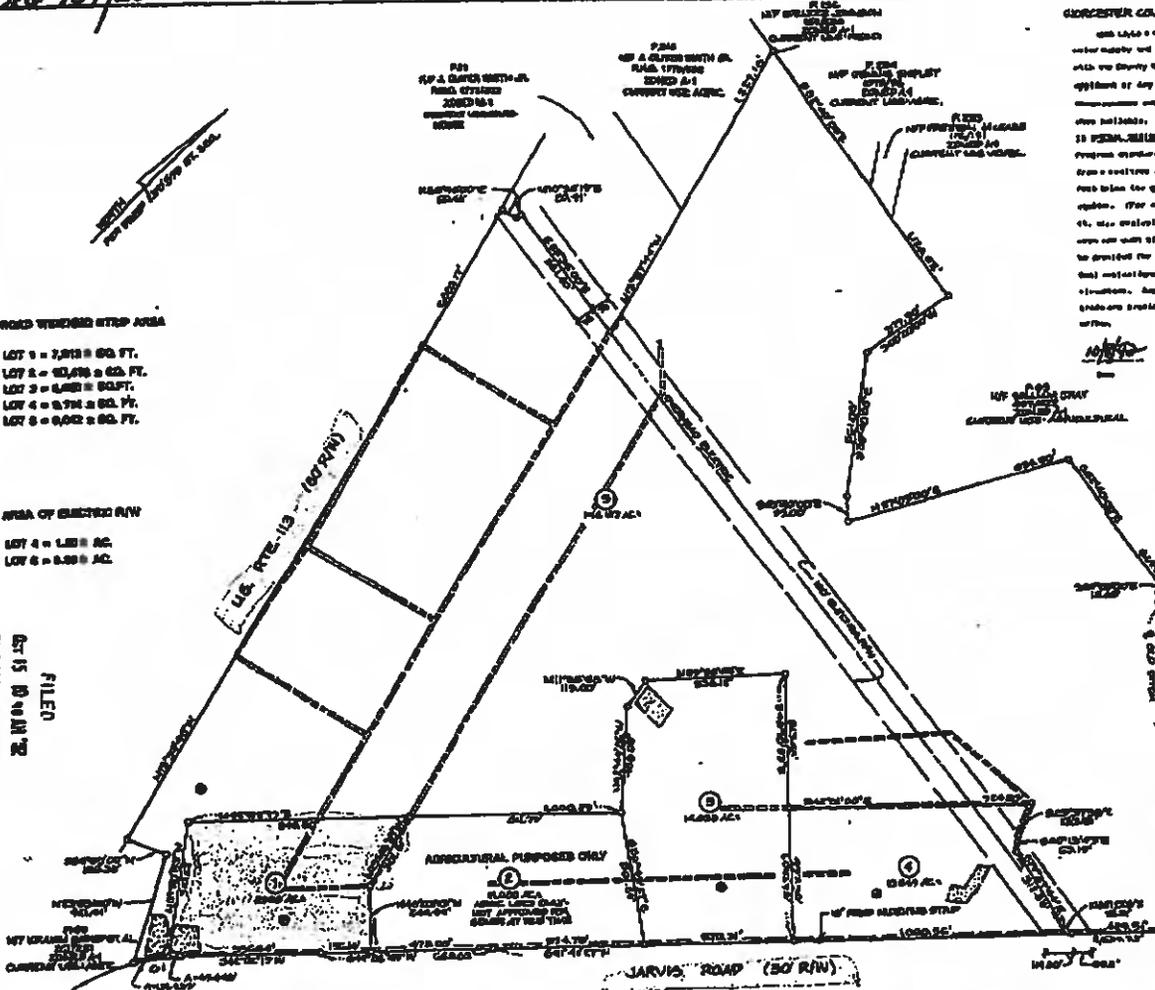
ROAD WIDENED STRIP AREA

- LOT 1 = 2,813 ± SQ. FT.
- LOT 2 = 13,478 ± SQ. FT.
- LOT 3 = 8,482 ± SQ. FT.
- LOT 4 = 8,794 ± SQ. FT.
- LOT 5 = 8,042 ± SQ. FT.

AREA OF EXISTING R/W

- LOT 4 = 1.51 ± AC.
- LOT 6 = 0.89 ± AC.

FILED
GAYLOR & ASSOCIATES
INC. 11/11/92



WORCESTER COUNTY PLANNING COMMISSION

The plan of a portion or approval of this subdivision shall not constitute a recommendation or approval of any kind by the Worcester County Planning Commission. The Commission's role is to review the plan and to advise the applicant of any deficiencies or conditions which may be necessary for the plan to conform with the County Development Plan and Zoning Plan. The Commission's review is limited to the plan and does not constitute an endorsement or approval of any kind by the Commission.

Christine J. Lynch
10-19-92
Worcester County Planning Commission

OWNERS AND SURVEYORS CERTIFICATE

WE, THE UNDERSIGNED, THE OWNERS AND SURVEYORS OF THE ABOVE DESCRIBED LAND, HEREBY CERTIFY THAT THE INFORMATION CONTAINED IN THIS PLAN IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF.

Robert J. Lynch
REGISTERED PROFESSIONAL LAND SURVEYOR



**CROPPER FARM ESTATES
MINOR SUBDIVISION**

LANDS OF BUNTINGS NURSERIES, INC.

TAX MAP 6, PARCEL 59
DEED REFERENCE: 277806
FIFTH ELECTION DISTRICT
WORCESTER COUNTY, MA.

FRANK G. LYNCH JR. & ASSOCIATES, INC.

SURVEYING - LAND PLANNING
10635 RACETRACK ROAD
BERLIN, MARYLAND 21811
PHONE (301) 641-5773 641-5853
FAX (301) 208-0227

SCALE: 1" = 300' DATE: 6/25/92 DRAWN BY: GPM FILE NO.: 4195/92

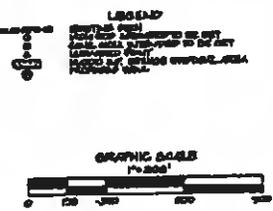


EXHIBIT #4

STAFF REPORT

REZONING CASE NO. 440

PROPERTY OWNER: Nicholas N. & Virginia H. Borodulia
12036 S. Piney Point Rd.
Bishopville, MD 21813-1542

ATTORNEY: Hugh Cropper, IV
9927 Stephen Decatur Highway, F-12
Ocean City, Maryland 21842

TAX MAP/PARCEL INFO: Tax Map 9 - Parcel 359 - Lot 1 - Tax District 5

SIZE: The petitioned area is 8.905 acres in size.

LOCATION: The petitioned area is located on the northwest side of Jarvis Road approximately 175 feet north of Bunting Road and 400 feet west of US 113. The property is addressed as 12219 Jarvis Road.

CURRENT USE OF PETITIONED AREA: The property contains a residence with several accessory structures and a yard area that covers approximately two acres, with the remainder of the property in agricultural use.

CURRENT ZONING CLASSIFICATION: A-1 Agricultural District.

As defined in the Zoning Code, the intent of this district is to preserve, encourage and protect the County's farms and forestry operations and their economic productivity and to ensure that agricultural and forestry enterprises will continue to have the necessary flexibility to adjust their production as economic conditions change. The Code also states, in part, that this district is also intended to protect the land base resources for the County's agricultural and forestry industries from the disruptive effects of major subdivision or nonagricultural commercialization.

REQUESTED ZONING CLASSIFICATION: A-2 Agricultural District.

As defined in the Zoning Code, the intent of this district is to foster the County's agricultural heritage and uses while also accommodating compatible uses of a more commercial nature that require large tracts of land. In addition, this district may also be used for limited residential development through consolidated development rights and as a place marker for future annexations only where adjacent to existing municipalities.

APPLICANT'S BASIS FOR REZONING: The application indicates that there is a mistake in the existing A-1 zoning that justifies the rezoning to A-2.

ZONING HISTORY: At the time zoning was first established in the 1960's, the petitioned area was given an A-1 Agricultural District classification. The A-1 zoning has remained in place during each subsequent comprehensive rezoning, held in 1978, 1992 and most recently in 2009.

SURROUNDING ZONING: Adjoining properties are also zoned A-1 Agricultural. I-1 Light Industrial and I-2 Heavy Industrial zoning are located west of US 113, and I-1 and C-2 General Commercial zoning are located approximately one-half mile north of the subject property on the east side US 113, near Bishopville Road. The closest A-2 zoning is located approximately 4,000 feet to the south of the subject property on the south side of Peerless Road, west of US 113.

As pointed out in the response memo from Robert J. Mitchell, Director of the Department of Environmental Programs (copy attached), the nearest A-2 zoning to the south at Peerless Road were used for spray irrigation related to the former poultry processing plant at Showell, and were adjacent to the plant's hatchery and were screened with landscaping. Mr. Mitchell notes that the closest A-2 zoning to the north is approximately two miles away, between US 113 and the railroad.

COMPREHENSIVE PLAN:

The County's Comprehensive Plan was adopted by the County Commissioners on March 7, 2006, and is intended to be a general guide for future development in the County. Whether a proposed rezoning is compatible with the recommendations of the Comprehensive Plan is one of the criteria that is considered in all rezoning requests, as listed in Section 1-113(c)3 of the Zoning Ordinance and as summarized at the end of this Staff Report.

According to Chapter 2 – Land Use of the Comprehensive Plan and the associated land use map, the petitioned area lies within the Agriculture Land Use Category. With regard to the Agriculture Land Use Category, the Comprehensive Plan states the following:

“The importance of agriculture to the county cannot be overstated. Its significance is economic, cultural, environmental, and aesthetic. Agriculture is simply the bedrock of the county's way of lifeThe county must do all it can do to preserve farming as a viable industry. This category is reserved for farming, forestry and related industries with minimal residential and other incompatible uses permitted. Large contiguous areas of productive farms and forest shall be maintained for agricultural uses**Residential and other conflicting land uses, although permitted, are discouraged Also as a general policy, the practice of not rezoning agricultural land for other uses should continue.**” (Page 18)

Pertinent objectives cited in Chapter 2 – Land Use state the following:

2. Continue the dominance of agriculture and forestry uses throughout the county's less developed regions.
4. Provide for appropriate residential, commercial, institutional, and industrial uses.
5. Locate new development in or near existing population centers and within planned growth centers.
8. Regulate development to minimize consumption of land, while continuing the county's rural and coastal character.
9. Minimize conflicts among land uses due to noise, smoke, dust, odors, lighting, and heavy traffic.
11. Set high environmental standards for new development, especially in designated growth areas.

19. Limit rural development to uses compatible with agriculture and forestry. **ITEM 20**
(Pages 12 & 13)

East of Worcester Highway, the area immediately surrounding the subject property is also designated “Agriculture” on the Land Use Plan. Farther east along Collins Road, South Piney Point Road, and Bunting Road east of Collins Road are lands designated “Existing Developed Area,” which recognizes existing residential development. West of Worcester Highway and south of Bishopville Road is an area designated “Institutional” straddling both sides of the railroad tracks that contains a variety of agri-business and light industrial uses, along with agricultural land.

In Chapter 7 – Transportation, the Plan states that the County’s highest transportation project priority is the complete dualization of US 113, and since the Plan’s adoption in 2006, this project has been completed. The subject property does not have frontage on US 113, but is located only 500 feet to the east with access.

Chapter 7 includes a section on US 113 and identifies it as a Multilane and Two Lane Divided Primary Highway/Arterial Highway and contains the following recommendations (Page 85):

- Complete dualization project from Berlin to south of Snow Hill [Note – this has been completed since the Plan’s 2006 adoption date].
- Implement access control plan to maintain its status as a limited access roadway.
- Complete scenic and transportation corridor planning for remainder of US 113.

The Plan’s Transportation element also states that “[t]he county’s rural road system continues to have an excellent service record. Local car and truck traffic share this system with farm machinery. On-going maintenance will remain the primary need for these roads. Due to their configuration, rural roads within this plan’s growth areas will require improvements to handle the expected additional traffic.” (Page 80)

In this same chapter, under the heading General Recommendations – Roadways, it states the following (page 87):

1. Acceptable Levels of Service—It is this plan’s policy that the minimal acceptable level of service for all roadways be LOS C. Developers shall be responsible for maintaining this standard.
3. Traffic studies--Developers should provide traffic studies to assess the effect of each major development on the LOS for nearby roadways.
4. Impacted Roads--Roads that regularly have LOS D or below during weekly peaks are considered “impacted.” Areas surrounding impacted roads should be planned for minimal development (infill existing lots). Plans and funding for improving such roads should be developed.
5. Impacted Intersections--Upgrade intersections that have fallen below a LOS C, for example, the intersection of US 13 and MD 756 Old Snow Hill Road, intersection of MD 589 and US 50.

WATER AND WASTEWATER: According to the response memo from Mr. Mitchell, the subject property has a designation of a Sewer and Water Service Category of S-6 and W-6 (No Planned Service) in the Master Water and Sewerage Plan. Mr. Mitchell also notes that the property is served with a private well and septic system. No comments were received from the County’s Public Works Department.

is located? (Not applicable if request is based solely on a claim of mistake in existing zoning.)

ITEM 20

2. Does the Planning Commission concur with the applicant's definition of the neighborhood? If not, how does the Planning Commission define the neighborhood?
3. Relating to population change.
4. Relating to availability of public facilities.
5. Relating to present and future transportation patterns.
6. Relating to compatibility with existing and proposed development and existing environmental conditions in the area, including having no adverse impact on waters included on the State's impaired waters list or having an established total maximum daily load requirement.
7. Relating to compatibility with the Comprehensive Plan.
8. Has there been a substantial change in the character of the neighborhood where the property is located since the last zoning of the property (November 3, 2009) or is there a mistake in the existing zoning of the property?
9. Would a change in zoning be more desirable in terms of the objectives of the Comprehensive Plan?

Worcester County Commissioners
Worcester County Government Center
One W. Market Street, Room 1103
Snow Hill, Maryland 21863

PLEASE TYPE
OR PRINT IN
INK

APPLICATION FOR AMENDMENT OF OFFICIAL ZONING MAP

(Office Use One - Please Do Not Write In This Space)

Rezoning Case No. _____

Date Received by Office of County Commissioners: _____

Date Received by Development, Review and Permitting: _____

Date Reviewed by Planning Commission: _____

I. Application

Proposals for amendment of the Official Zoning Maps may be made only by a governmental agency or by the property owner, contract purchaser, option holder, leasee, or their attorney or agent of the property to be directly affected by the proposed amendment. Check applicable status below:

- A. _____ Governmental Agency
- B. _____ Property Owner
- C. _____ Contract Purchaser
- D. _____ Option Holder
- E. _____ Leasee
- F. XXX Attorney for B (Insert A, B, C, D, or E)
- G. _____ Agent of _____ (Insert A, B, C, D, or E)

II. Legal Description of Property

- A. Tax Map/Zoning Map Number(s): 9
- B. Parcel Number(s): 359
- C. Lot Number(s), if applicable: _____
- D. Tax District Number: 05

III. Physical Description of Property

- A. Located on Jarvis Road.
- B. Consisting of a total of 8.905 acres of land.
- C. Other descriptive physical features or characteristics necessary to accurately locate the petitioned area:

-
- D. Petitions for map amendments shall be accompanied by a plat drawn to scale showing property lines, the existing and proposed district boundaries and such other information as the Planning Commission may need in order to locate and plot the amendment on the Official Zoning Maps.

IV. Requested Change to Zoning Classification(s)

- A. Existing zoning classification(s): **A-1, Agricultural District**
(Name and Zoning District)
- B. Acreage of zoning classification(s) in "A" above: **8.905**
- C. Requested zoning classification(s): **A-2, Agricultural District**
(Name and Zoning District)
- D. Acreage of zoning classification(s) in "C" above: **8.905**

V. Reasons for Requested Change

The County Commissioners may grant a map amendment based upon a finding that there: (a) has been a substantial change in the character of the neighborhood where the property is located since the last zoning of the property, or (b) is a mistake in the existing zoning classification and that a change in zoning would be more desirable in terms of the objectives of the Comprehensive Plan.

- A. Please list reasons or other information as to why the rezoning change is requested, including whether the request is based upon a claim of change in the character of the neighborhood or a mistake in existing zoning:

This rezoning is based upon a mistake. A more detailed summary is attached.

IV. Filing Information and Required Signatures

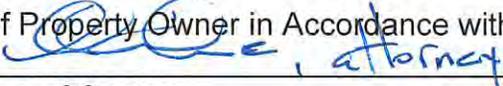
- A. Every application shall contain the following information:
 - 1. If the application is made by a person other than the property owner, the application shall be co-signed by the property owner or the property owner's attorney.

2. If the applicant is a corporation, the names and mailing addresses of the officers, directors and all stockholders owning more than 20 percent of the capital stock of the corporation.
3. If the applicant is a partnership, whether a general or limited partnership, the names and mailing addresses of all partners who own more than 20 percent of the interest of the partnership.
4. If the applicant is an individual, his/her name and mailing address.
5. If the applicant is a joint venture, unincorporated association, real estate investment trust or other business trust, the names and mailing addresses of all persons holding an interest of more than 20 percent in the joint venture, unincorporated association, real estate investment trust or other business trust.

B. Signature of Applicant in Accordance with VI.A. above.

Signature: 
 Printed Name of Applicant: Hugh Cropper, IV, Attorney for Property Owner
 Mailing Address: 9927 Stephen Decatur Hwy., F-12, Ocean City, MD 21842 Phone Number: 410-213-2681
 E-Mail: hcropper@bbcmlaw.com
 Date: September 30, 2022

C. Signature of Property Owner in Accordance with VI.A. above

Signature: 
 Printed Name of Owner: Nicholas N. and Virginia H. Borodulia
 Mailing Address: c/o Hugh Cropper IV, 9927 Stephen Decatur Highway, F-12, Ocean City, MD 21842
 Phone Number: 410-430-4433
 E-Mail: hcropper@bbcmlaw.com
 Date: September 30, 2022

(Please use additional pages and attach to application if more space is required.)

VII. General Information Relating to the Rezoning Process

- A. Applications shall only be accepted from January 1st to January 31st, May 1st to May 31st, and September 1st to September 30th of

any calendar year.

- B. Applications for map amendments shall be addressed to and filed with the Office of the County Commissioners. The required filing fee must accompany the application.
- C. Any officially filed amendment or other change shall first be referred by the County Commissioners to the Planning Commission for an investigation and recommendation. The Planning Commission may make such investigations as it deems appropriate or necessary and for the purpose may require the submission of pertinent information by any person concerned and may hold such public hearings as are appropriate in its judgment.

The Planning Commission shall formulate its recommendation on said amendment or change and shall submit its recommendation and pertinent supporting information to the County Commissioners within 90 days after the Planning Commission's decision of recommendation, unless an extension of time is granted by the County Commissioners.

After receiving the recommendation of the Planning Commission concerning any such amendment, and before adopting or denying same, the County Commissioners shall hold a public hearing in reference thereto in order that parties of interest and citizens shall have an opportunity to be heard. The County Commissioners shall give public notice of such hearing.

- D. Where the purpose and effect of the proposed amendment is to change the zoning classification of property, the County Commissioners shall make findings of fact in each specific case including but not limited to the following matters:

population change, availability of public facilities, present and future transportation patterns, compatibility with existing and proposed development and existing environmental conditions for the area, including no adverse impact on waters included on the State's Impaired Waters List or having an established total maximum daily load requirement, the recommendation of the Planning Commission, and compatibility with the County's Comprehensive Plan. The County Commissioners may grant the map amendment based upon a finding that (a) there a substantial change in the character of the neighborhood where the property is located since the last zoning of the property, or (b) there is a mistake in the existing zoning classification and that a change in zoning would be more desirable in terms of the objectives of the Comprehensive

Plan.

The fact that an application for a map amendment complies with all of the specific requirements and purposes set forth above shall not be deemed to create a presumption that the proposed reclassification and resulting development would in fact be compatible with the surrounding land uses and is not, in itself, sufficient to require the granting of the application.

- E. No application for map amendment shall be accepted for filing by the office of the County Commissioners if the application is for the reclassification of the whole or any part of the land for which the County Commissioners have denied reclassification within the previous 12 months as measured from the date of the County Commissioners' vote of denial. However, the County Commissioners may grant reasonable continuance for good cause or may allow the applicant to withdraw an application for map amendment at any time, provided that if the request for withdrawal is made after publication of the notice of public hearing, no application for reclassification of all or any part of the land which is the subject of the application shall be allowed within 12 months following the date of such withdrawal, unless the County Commissioners specify by formal resolution that the time limitation shall not apply.



ATTACHMENT TO REZONING APPLICATION

This is a request to rezone Worcester County Tax Map 9, Parcel 359, Lot 1, 8.905 acres, from A-1, Agricultural District to A-2, Agricultural District, based upon a mistake in the November 3, 2009 Comprehensive Rezoning.

The property is located across Worcester Highway, or US Route 113, to the east, from a 169.69 acre parcel zoned I-1, Light Industrial District. To the north are properties zoned I-2, Heavy Industrial District.

On the same side of Worcester Highway, or US Route 113, one property to the north is additional property zoned I-1, Light Industrial District, and north of that property is zoned C-2, General Commercial District.

According to the Land Use Map associated with the Worcester County Comprehensive Plan, dated March 7, 2006, the property is directly across from the largest industry designation (except possibly for the area south of Pocomoke City).

Given the size of this parcel, 8.9 acres, and the fact that it is located in the triangle between Jarvis Road and Worcester Highway and US Route 113, it is not suitable for the agricultural uses listed in the A-1, Agricultural zone.

The A-2, Agricultural District in Section ZS 1-202(a) states: "This District is intended to foster the County's agricultural heritage and uses while also accommodating compatible uses of a more commercial nature that require large tracts of land." That description describes the subject property; it is the easterly lot of a five lot subdivision, yet it is 8.9 acres. It is in the corner of the intersection of US Route 113 and Jarvis Road, which basically creates a triangle. It is located directly across from over 200 acres of industrial zoned land, both I-1, and I-2. As

such, it should be eligible for quasi-commercial uses, such as those permitted in the A-2, Agricultural District, both as a permitted use and by special exception.

The property is improved by a small single-family dwelling, and only a portion of it is farmed. The area is generally very low, and the property does not contain any prime agricultural soils. Directly across Jarvis Road is a large stormwater pond, constructed in association with the widening of US Route 113. Just north of the property in the adjacent ag fields are low lying areas and ponding, indicating poor soils with respect to farming. The uses permitted by special exception in the A-2 Zone, such as roadside stands are garden centers, agritourism facilities, and other similar uses, are an appropriate utilization for the property.

Single family dwellings are permitted in the A-1, Agricultural District, but given the proximity to the now widened US Route 113, as well as being directly across from one of the largest contiguous areas of industrial zoning in the County, the property is really no longer suitable for a single-family dwelling.

The property should be rezoned from A-1, Agricultural District to A-2, Agricultural District. Both designations are consistent with the underlying agricultural designation in the Land Use Map.

Respectfully Submitted,



Hugh Cropper IV, Attorney for Owners
Nicholas N. Borodulia and
Virginia H. Borodulia

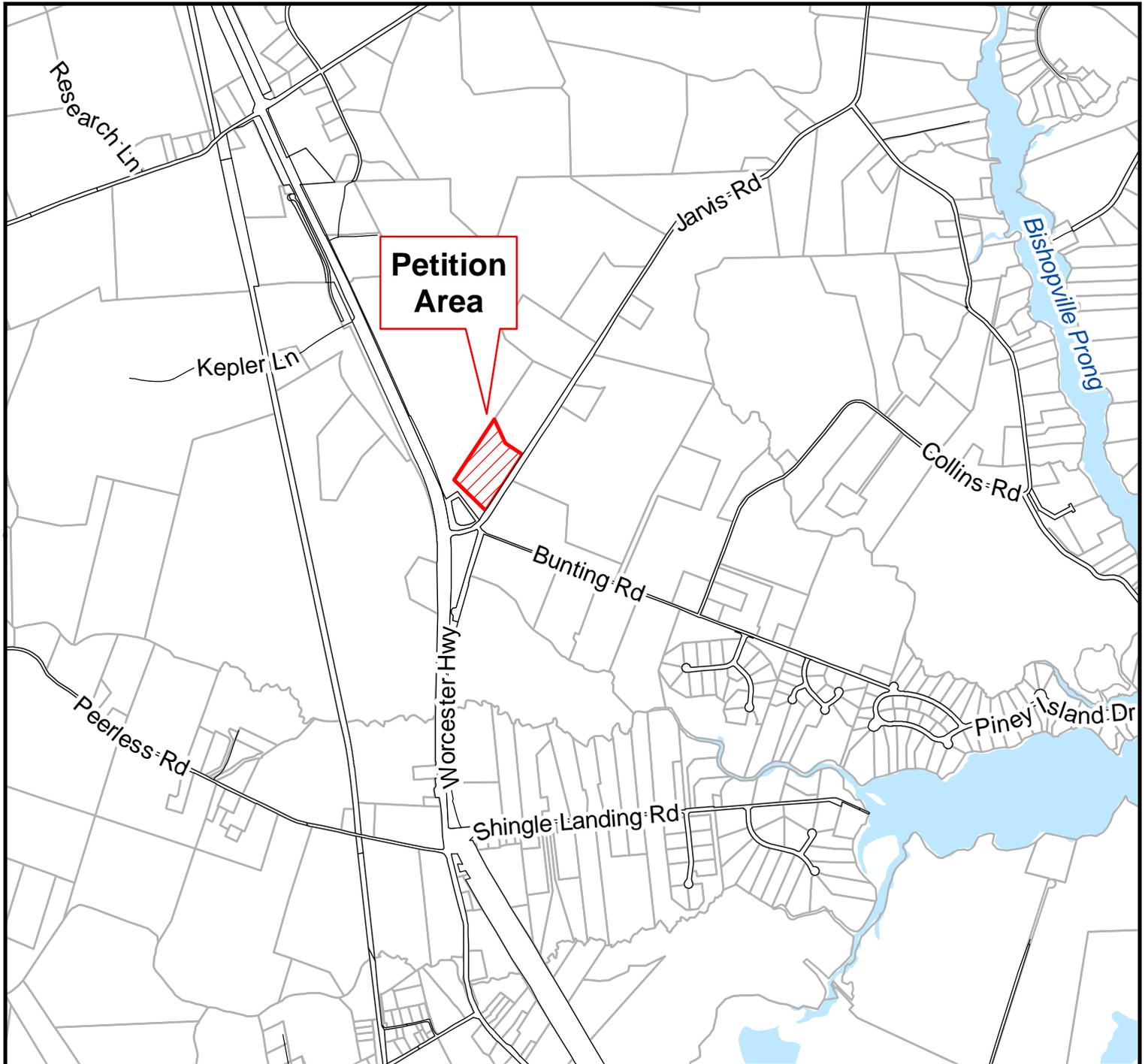


WORCESTER COUNTY, MARYLAND

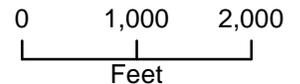


REZONING CASE NO. 440
A-1 Agricultural District to A-2 Agricultural District
Tax Map: 9, Parcel 359, Lot 1

LOCATION MAP



DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING
Technical Services Division - Prepared October 2022



Source: Worcester County GIS Data Layers

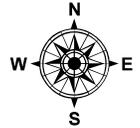
Drawn By: KLH Reviewed By: GP

This map is intended to be used for illustrative purposes only and is not to be used for regulatory action.



WORCESTER COUNTY, MARYLAND

ITEM 20

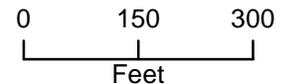


REZONING CASE NO. 440
A-1 Agricultural District to A-2 Agricultural District
Tax Map: 9, Parcel 359, Lot 1

AERIAL MAP



DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING
Technical Services Division - Prepared October 2022



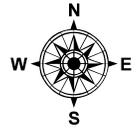
Source: Worcester County GIS Data Layers, 2019 Aerial Imagery
This map is intended to be used for illustrative purposes only and is not to be used for regulatory action.

Drawn By: KLH Reviewed By: GP



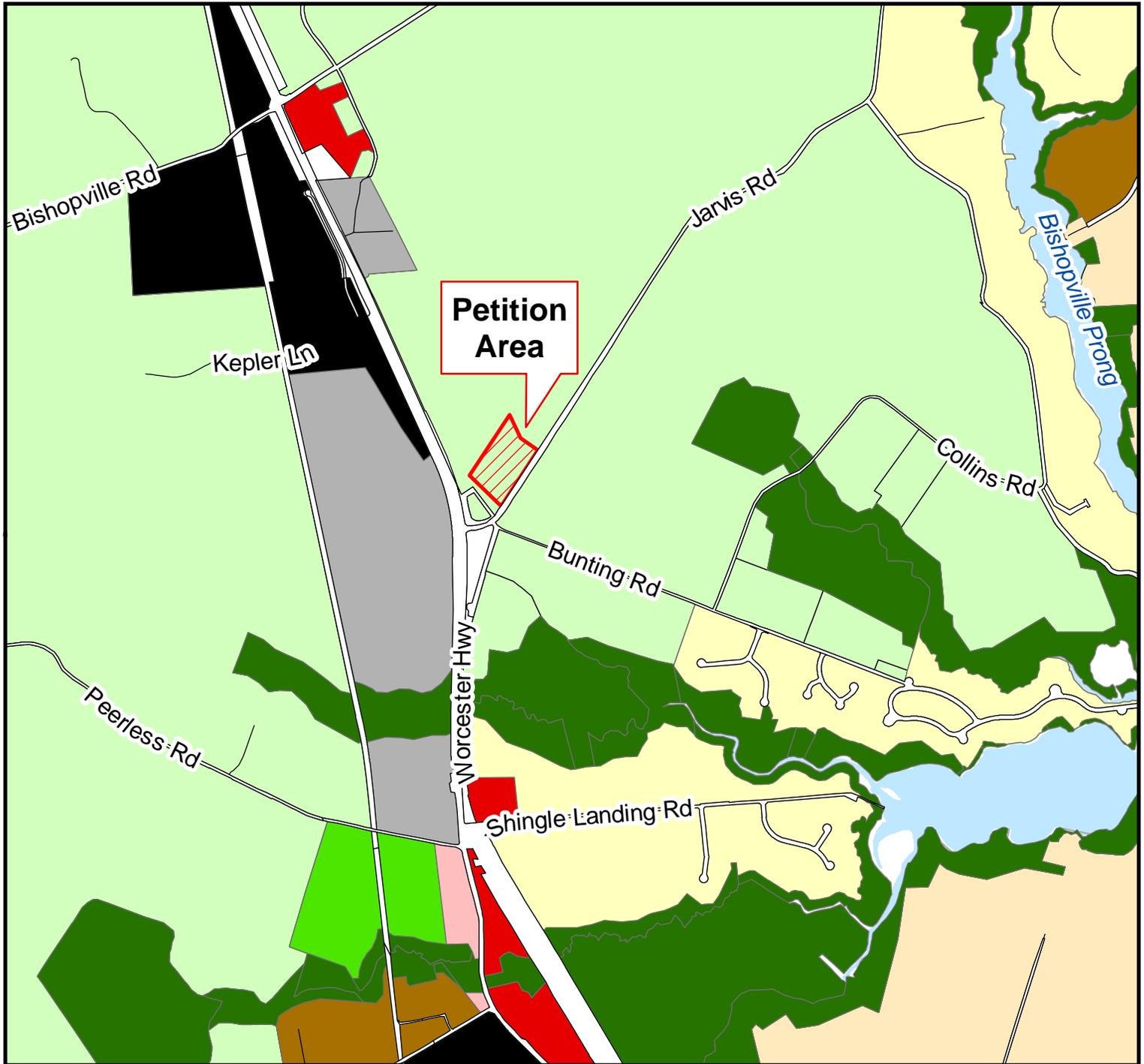
WORCESTER COUNTY, MARYLAND

ITEM 20

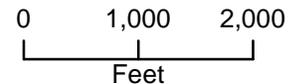


REZONING CASE NO. 440
A-1 Agricultural District to A-2 Agricultural District
Tax Map: 9, Parcel 359, Lot 1

ZONING MAP



DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING
Technical Services Division - Prepared October 2022

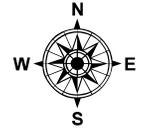


Source: Worcester County GIS Data Layers, 2009 Official Zoning Map
This map is intended to be used for illustrative purposes only and is not to be used for regulatory action.

Drawn By: KLH Reviewed By: GP

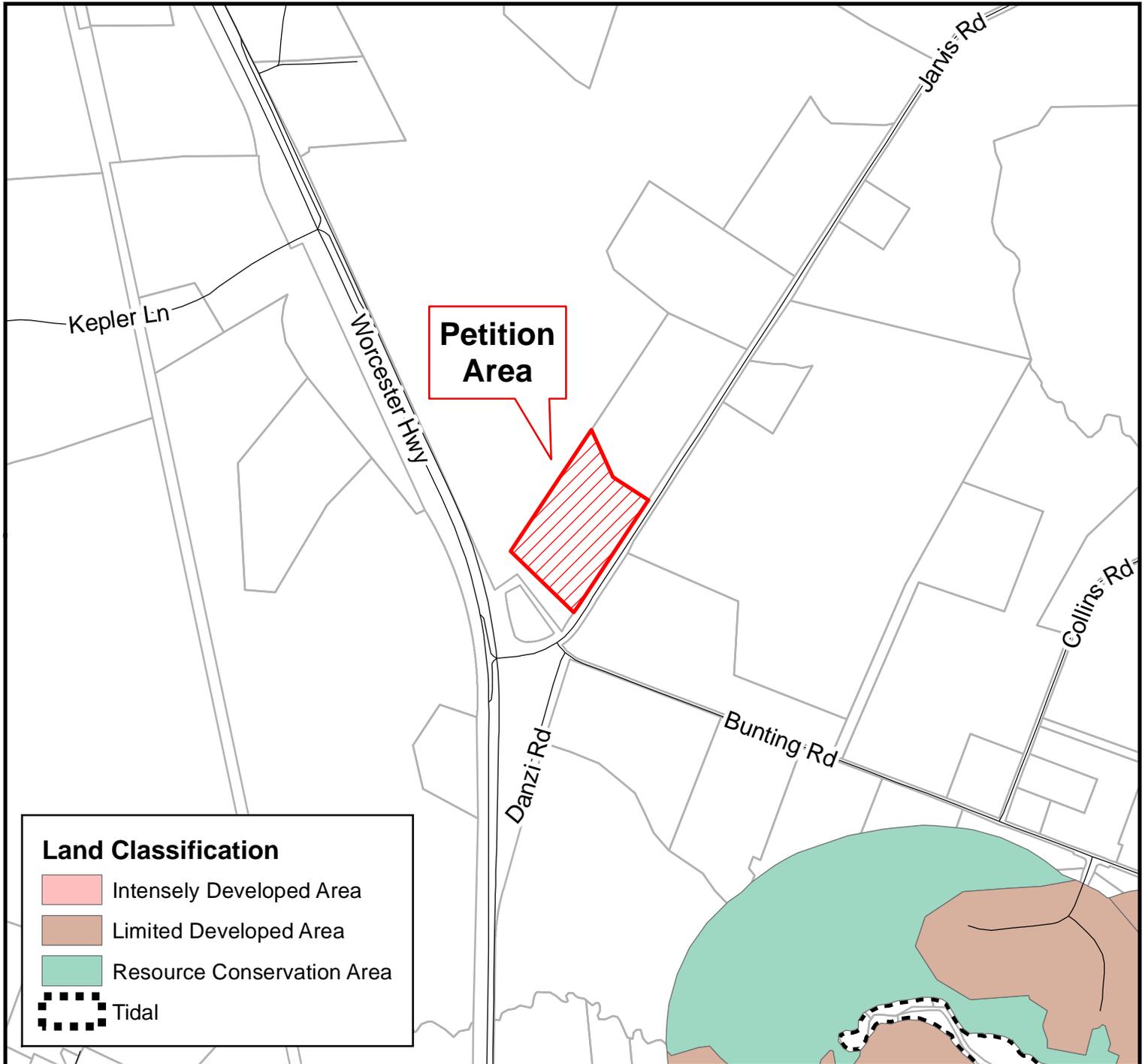


WORCESTER COUNTY, MARYLAND

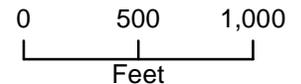


REZONING CASE NO. 440
A-1 Agricultural District to A-2 Agricultural District
Tax Map: 9, Parcel 359, Lot 1

CRITICAL AREA MAP



DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING
Technical Services Division - Prepared October 2022

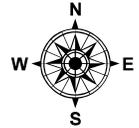


Source: Worcester County GIS Data Layers, Atlantic Coastal Bay Critical Area
This map is intended to be used for illustrative purposes only and is not to be used for regulatory action.

Drawn By: KLH Reviewed By: GP

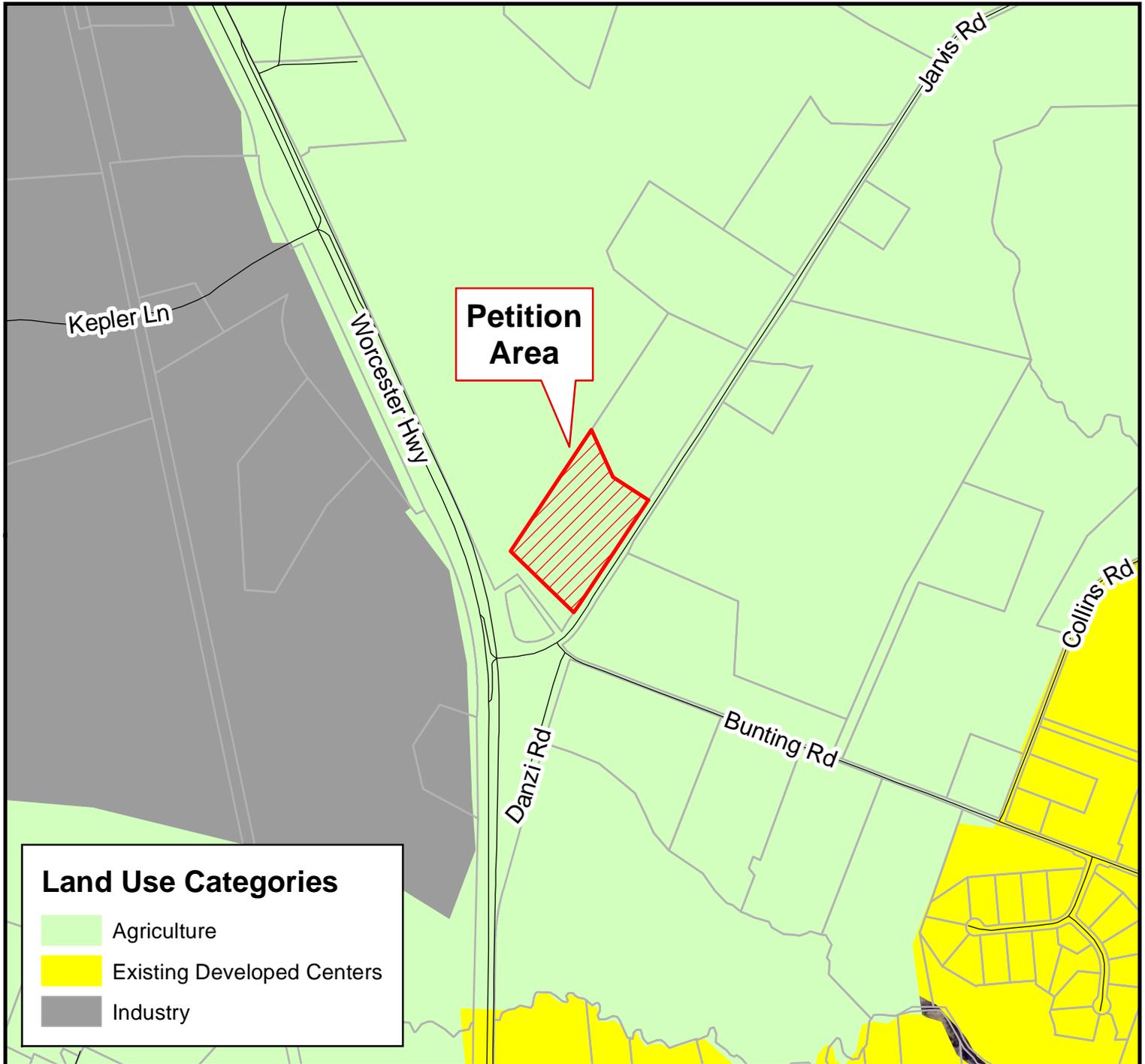


WORCESTER COUNTY, MARYLAND

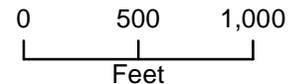


REZONING CASE NO. 440
A-1 Agricultural District to A-2 Agricultural District
Tax Map: 9, Parcel 359, Lot 1

LAND USE MAP



DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING
Technical Services Division - Prepared October 2022

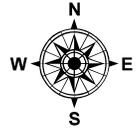


Source: Worcester County GIS Data Layers, 2006 Official Land Use Plan
This map is intended to be used for illustrative purposes only and is not to be used for regulatory action.

Drawn By: KLH Reviewed By: GP



WORCESTER COUNTY, MARYLAND

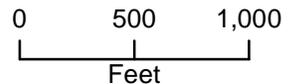


REZONING CASE NO. 440
A-1 Agricultural District to A-2 Agricultural District
Tax Map: 9, Parcel 359, Lot 1

FLOODPLAIN MAP



DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING
Technical Services Division - Prepared October 2022

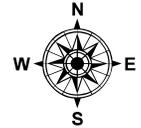


Source: Worcester County GIS Data Layers, 2015 FEMA Flood Insurance Rate Map
This map is intended to be used for illustrative purposes only and is not to be used for regulatory action.

Drawn By: KLH Reviewed By: GP



WORCESTER COUNTY, MARYLAND

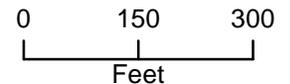


REZONING CASE NO. 440
A-1 Agricultural District to A-2 Agricultural District
Tax Map: 9, Parcel 359, Lot 1

SOILS MAP



DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING
Technical Services Division - Prepared October 2022



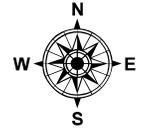
Source: Worcester County GIS Data Layers, 2007 Soil Survey

Drawn By: KLH Reviewed By: GP

This map is intended to be used for illustrative purposes only and is not to be used for regulatory action.

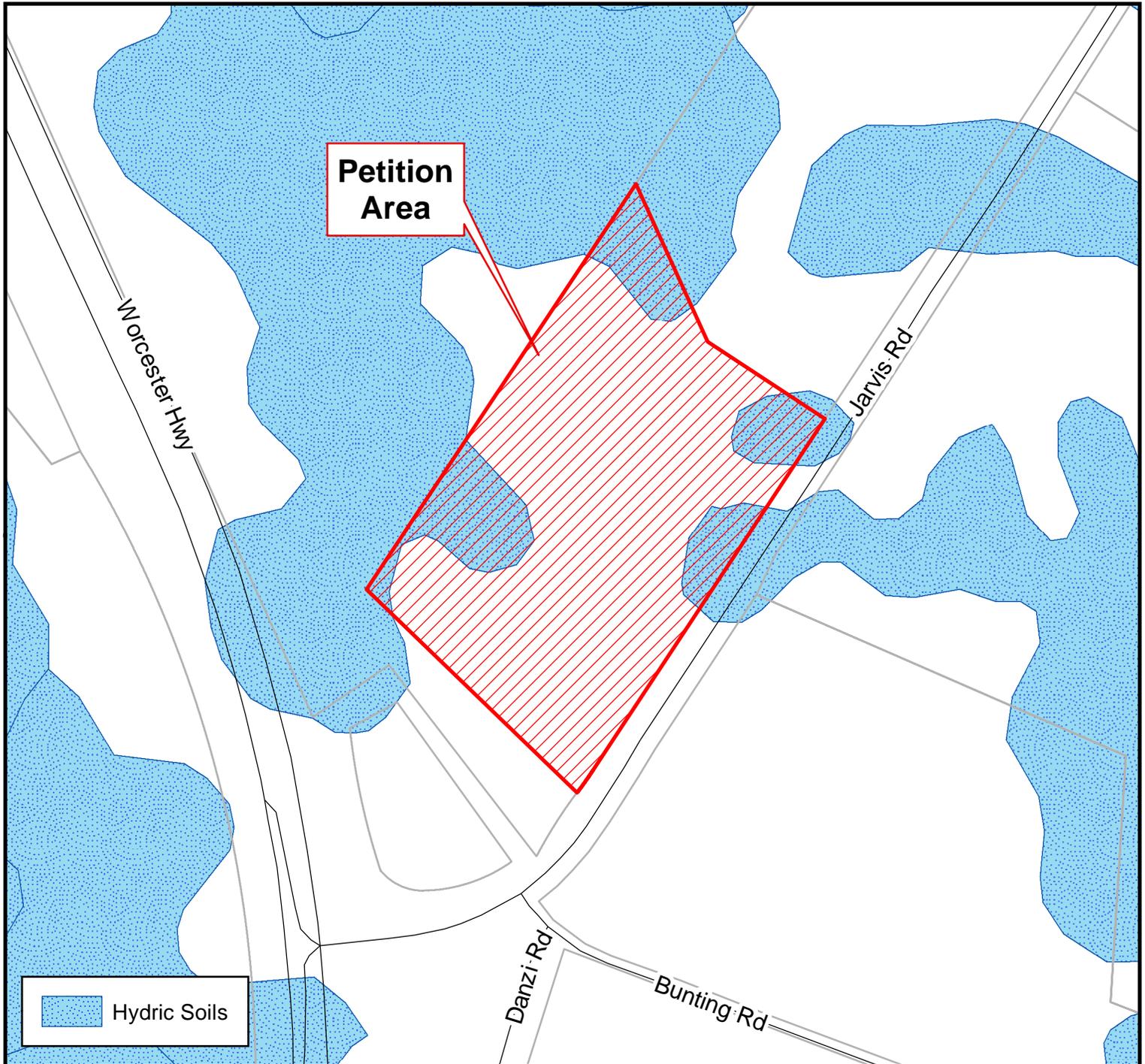


WORCESTER COUNTY, MARYLAND

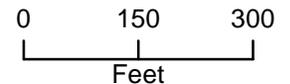


REZONING CASE NO. 440
A-1 Agricultural District to A-2 Agricultural District
Tax Map: 9, Parcel 359, Lot 1

HYDRIC SOILS MAP



DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING
Technical Services Division - Prepared October 2022



Source: Worcester County GIS Data Layers, 2007 Soil Survey
This map is intended to be used for illustrative purposes only and is not to be used for regulatory action.

Drawn By: KLH Reviewed By: GP



Worcester County
Department of Environmental Programs

Memorandum

To: Gary Pusey, Deputy Director, DDRP

From: Robert J. Mitchell, LEHS , REHS/RS
Director, Environmental Programs

Subject: **EP Staff Comments on Rezoning Case No. 440**
Worcester County Tax Map 9, Parcel 359
Reclassify approximately 8.905 Total Acres of
A-1 Agricultural District to A-2 Agricultural District

Date: 11/9/22

This response to your request for comments is prepared for the map amendment application associated with the above referenced property. The Worcester County *Zoning and Subdivision Control Article*, Section ZS1-113(c)(3), states that the applicant must affirmatively demonstrate that there has been a substantial change in the character of the neighborhood since the last zoning of the property or that a mistake has been made in the existing zoning classification. The application argues that there was a mistake in the Comprehensive Rezoning that was approved by the County Commissioners on November 3, 2009, and also notes a change in the character of the neighborhood. The Code requires that the Commissioners find that the proposed “change in zoning” would be more desirable in terms of the objectives of the *Comprehensive Plan*.

The Department of Environmental Programs has the following comments:

1. This property has an agricultural land use designation in the Land Use Map in the Worcester County Comprehensive Plan (*Comprehensive Plan*). The Agricultural land use designation is reserved for farming, forestry and related industries with minimal residential and other incompatible uses permitted. It is expected that residential and other conflicting land uses although permitted, are discouraged within this district. The adjacent properties to the east, north, and south are entirely covered within an Agricultural land use designation while there is a zone of designated institutional land use across US Rt 113 to the west between the highway and the railway.

2. The existing property is improved with a residential structure at the present time and the majority of the land is farmed. The subject property has a designation of a Sewer and Water Service Category of S-6/W-6 and (No Planned Service) in the *Master Water and Sewerage Plan*. The property is improved with well and septic typical of
3. This rezoning is located outside the Atlantic Coastal Bays Critical Area (ACBCA) and therefore will be subject to the Forest Conservation Law (FCL). The property has not been subject to the FCL, however, any project requiring site plan approval, a grading or sediment control permit, or subdivision approval will require compliance with the Worcester County Forest Conservation Law. A zoning change from A-1 to A-2 would not change the thresholds when/if the property is further developed to the point that compliance with the FCL is required. The afforestation threshold will remain at 20 percent and reforestation threshold will remain at 50 percent.
4. This property is plainly within the A-1 zoning district. One would have to travel 2 miles to the north and approximately 1 mile to the south to find A-2 zoning designations. The southerly properties were utilized for spray irrigation related to the former poultry processing plant in the Village of Showell, were adjacent to the plant's hatchery and were improved with extensive screening around the fields. The nearest A-2 properties that are 2 miles to the north from the subject property, have frontage on US Rt 113, and are sandwiched between the highway and the railway. Is additional flexibility a reason to change the zoning classification for the subject property that is so clearly in concert with the neighboring A-1 district properties? Allowing uses inconsistent with A-1 would not be appropriate here. The subject property is clearly farmed in congruent patterns along with the neighboring properties in adjacent fields with no fencing or barriers.

If you have any questions on these comments, please do not hesitate to contact me.

MEMORANDUM

TO: Robert Mitchell, Director, Worcester County Environmental Programs
 Billy Birch, Director, Worcester County Emergency Services
 Matthew Crisafulli, Sheriff, Worcester County Sheriff’s Office
 Dallas Baker, P.E., Director, Worcester County Public Works Department
 Chris Classing, P.E., Deputy Director, Worcester County Public Works Department
 Kevin Lynch, Roads Superintendent, Worcester County Public Works Department
 Matt Owens, Fire Marshal, Worcester County Fire Marshal’s Office
 Melanie Pursel, Director of Tourism & Economic Development
 Louis H. Taylor, Superintendent, Worcester County Board of Education
 Aws Ezzat, Regional Engineer, Access Management, Maryland State Highway Administration
 Daniel Wilson, Assistant District Engineer - Traffic, Maryland State Highway Administration
 Lt. Earl W. Starner, Commander, Barracks V, Maryland State Police
 Rebecca L. Jones, Health Officer, Worcester County Health Department
 Luke Marcek, Project Manager, Maryland Forest Service
 Garth McCabe, District Conservationist, Worcester County NRCS

FROM: Matthew Laick, Deputy Director

DATE: May 18, 2023

RE: Rezoning Case No. 440 – Nicholas N. and Virginia H. Borodulia, Property Owners and Hugh Cropper, IV, Attorney – 12219 Jarvis Rd., Bishopville, MD (Approximately 500’ east of the Jarvis Road/Worcester Highway intersection)

This application was preciously sent out but did not contain the justification from the applicant. That is now attached to the application PDF. Please pervade up to date comments.

This application seeks to rezone approximately 8.905 acres of land shown on Tax Map 9, Parcel 359, Lot 1 from A-1 Agricultural District to A-2 Agricultural District. These two districts are the County’s primary agricultural districts. The requested A-2 District allows additional commercial uses that are not permitted in the A-1 District, primarily by Special Exception from the Board of Zoning Appeals, such as marine yards for the construction and repair of watercraft, and buildings and storage yards for watercraft and recreational vehicle storage, and for contractors’ shops and materials, among other uses.

For your reference I have attached a copy of the rezoning application package, location and zoning maps showing the property requested to be rezoned.

The applicant is alleging a **mistake was made during the 2009 Comprehensive Rezoning** as the justification for the proposed rezoning from A-1 Agricultural District to A-2 Agricultural District. The Planning Commission must consider if: There was a mistake made in assigning the property a A-1 District zoning classification in 2009 at the time of the last Comprehensive Rezoning.

By Friday, June 23, 2023, the Planning Commission is requesting any comments, thoughts or insights that you or your designee might offer with regard to past and present conditions in the delineated neighborhood, as well as the effect that this application and potential subsequent development of the site under the proposed zoning classification may have on plans, facilities, or services for which your agency is responsible. Your response is requested even if you determine that the proposed rezoning will have no effect on your agency, that the application is compatible with your agency's plans, and that your agency has or will have adequate facilities and resources to serve the property and its potential land uses. ***If no comments are received, we will document such and assume that you have no objection to the Planning Commission stating this information in its report to the Worcester County Commissioners.***

General Zoning Information:

The purpose and intent of the A-1 Agricultural District is "is intended to preserve, encourage and protect the County's farms and forestry operations and their economic productivity and to ensure that agricultural and forestry enterprises will continue to have the necessary flexibility to adjust their production as economic conditions change."

The A-1 District allows uses such as Agriculture, including feeding lots, dairy barns, stables, agricultural lagoons, hog houses, and noncommercial grain dryers. Roadside stands offering for sale fresh agricultural products, fresh seafood and processed dairy products from locally raised livestock, operated by the property owner or tenant of the premises upon which such stand is located. For a complete list, please use the following link: <https://ecode360.com/14019225>

The purpose and intent of the A-2 Agricultural District is "to foster the County's agricultural heritage and uses while also accommodating compatible uses of a more commercial nature that require large tracts of land. The A-2 district may also be used for limited residential development through consolidated development rights and as a place marker for future annexations only where adjacent to existing municipalities.

The A-2 District allows uses such as Agriculture, including feeding lots, dairy barns, stables, agricultural lagoons, poultry and hog houses and noncommercial grain dryers. Roadside stands offering for sale fresh agricultural products, fresh seafood and processed dairy products from locally raised livestock, Single-family dwellings, manufactured homes and Minor subdivisions are allowed. For a complete list, please use the following link: <https://ecode360.com/14019291>

If you have any questions or require further information, please do not hesitate to reach me by phone at (410) 632-1200, ext. 1613 or via email at miaick@co.worcester.md.us. On behalf of the Planning Commission, thank you for your attention to this matter.

Attachments

Worcester County Sheriff's Office

Matthew Crisafulli
Sheriff



Nathaniel J. Passwaters
Chief Deputy

August 16, 2023

16 AUG 2023 AM 11:22

Mr. Weston Young
Chief Administrative Officer
Worcester County, Maryland

RE: UPDATE - Memorandum to the Commissioners regarding donated enclosed trailer

Sir,

On August 15, 2023, the Worcester County Commissioners presented questions to the Sheriff's Office regarding Sheriff Crisafulli's request to accept a donation of an enclosed trailer, as described in my original memorandum. As a result of these questions from the Commissioners and at the request of the Sheriff's Office, this decision to accept this enclosed trailer was tabled in order for the Sheriff to fully investigate the answers to the Commissioners questions. As you are aware, Commissioners asked questions regarding to the weight of this enclosed trailer and whether we currently have a vehicle in the Sheriff's Office fleet that could pull this trailer to events. Also they wanted to ensure that the trailer in question along with the fleet vehicle that would be towing this trailer did not require the operator to obtain a CDL and subject to DOT inspections. Members of the Sheriff's Office have contacted the manufacture of this enclosed trailer at which time we were advised that upon completion of construction of this enclosed trailer the total weight was 6,160 lbs. This enclosed trailer is currently rated at a Gross Vehicle Weight, hereinafter known as GVW, of 10,000 lbs. and the Sheriff's Office currently has a fleet vehicle, described as a Chevrolet 2500, that is rated at 10,000 lbs GVW as well. A CDL driver is required when the combined GVW exceeds 26,000 lbs. The current vehicle in the Sheriff's Office fleet designated to pull this enclosed trailer is sufficient. In the event that the Sheriff's Office fleet vehicle that is able to pull this enclosed trailer in not available, we have consulted with emergency services who advised that we would also be able to utilize their vehicle as well. It should be noted however, that emergency vehicles are exempt from weight restrictions. Members of the Sheriff's Office consulted with subject matter experts for the State of Maryland along with referencing Maryland Motor Vehicle Law in researching this matter.

As indicated in my previous memorandum, this enclosed trailer will be utilized in various community events and act as a unified command platform for major incidents and/or events. A part of the community outreach for this trailer is to provide various drug abuse education and

prevention events. Sheriff Crisafulli recognizes the importance of his responsibility to the tax payers of Worcester County and ensures that the upfit, markings and continued maintenance of this enclosed trailer will be funded through asset forfeiture. Also in the event that we would need to replace the current fleet vehicle that is designated to pull this trailer, the replacement cost of that vehicle would also be funded through asset forfeiture as well.

Sheriff Crisafulli is respectfully requesting Commissioners approval to accept this trailer as a donation to the Worcester County Sheriff's Office. If you have any questions or concerns, please feel free to contact me.

Respectfully,



Nathaniel J. Passwaters
Chief Deputy
Worcester County Sheriff's Office





**MEMORANDUM OF UNDERSTANDING
SCHOOL RESOURCE DEPUTY (SRD) PROGRAM**

THIS MEMORANDUM OF UNDERSTANDING (MOU) is between the Worcester County Board of Education, Worcester County Public Schools, (hereinafter WCPS), Worcester County Sheriff's Office, (hereinafter WCSO) and the Worcester County Commissioners; collectively the "Parties".

WHEREAS the Parties have agreed to work collaboratively to provide a School Resource Deputy program for the benefit of WCPS, its students, staff, parents, and citizens of Worcester County, and in compliance with the Maryland Safe to Learn Act of 2018. NOW, THEREFORE, the Parties agree as follows:

I. MISSION STATEMENT

The School Resource Deputy (SRD) program provides the WCPS with valuable law enforcement resources to ensure the safety and security of students, staff, and visitors in schools and on school premises. The partnership between WCPS and WCSO promotes an environment where education, student and staff well-being are the primary focus every day.

II. INNOVATIVE APPROACHES TO CHANGING SCHOOL ENVIRONMENTS

The experience of SRDs as Deputy Sheriffs, combined with their specialized training focused on working in a school setting, puts them in a unique position to enhance safety and security of WCPS by engaging with students and staff on a regular basis. As sworn law enforcement officers, SRDs serve as mentors for students and a resource for school staff.

The WCPS Student Code of Conduct is the primary means for addressing student conduct, and it is the responsibility of the School Administrator to administratively resolve any violations of the Student Code of Conduct of the WCPS.

The WCSO and its SRD's retain lawful authority to investigate crimes and delinquent acts, effect arrests and employ other alternative interventions for criminal violations and delinquent acts.

III. DEFINITIONS

- A. WCPS Staff: Any individual(s) working on a full-time, part-time, or contractual basis for the WCPS to contribute to the functioning of its school system. These individuals include but are not limited to administrators, principals, teachers, counselors, nurses, support staff, bus drivers, coaches, and maintenance personnel.

- B. **School Resource Deputy:** A Deputy Sheriff of the Worcester County Sheriff's Office who has received specialized training in school resource duties and has been assigned to those duties by the WCSO. SRD may also include other Deputy Sheriffs of the WCSO who respond to calls for service and become involved in investigations arising out of events at WCPS.

IV. SRD SELECTION & ASSIGNMENT

- A. SRDs are employees of the WCSO, and the selection of the SRD's by the Sheriff is a critical aspect of the program. The WCSO will determine SRD assignments taking into consideration the unique needs of each school. The WCSO will have sole discretion in the selection and assignment of SRD's and will attempt, to the extent possible, to select Deputy Sheriffs who have demonstrated the skills necessary to work with youth, school staff and the public.
- B. SRDs will be assigned to all Worcester County public schools while in session and during WCSO approved after-hours school activities and events. In the event an SRD cannot be at his/her assigned school due to vacation, training, illness, etc., reasonable efforts will be made by the WCSO to staff that school for that day.
- C. All SRDs must be certified through the Maryland Center for School Safety (MCSS) training program as required by Maryland law.

V. ROLES & RESPONSIBILITIES

- A. **School Resource Deputy (SRD)**
1. Collaborate with WCPS staff working in WCPS facilities.
 2. Facilitate positive interactions with students and staff.
 3. Serve as the liaison between the WCSO and students, parents, staff, and the school community.
 4. Set a positive example for acceptable behavior by showing respect and consideration of others and modeling methods for handling stressful situations and resolving conflicts.
 5. Develop positive, mentoring relationships with students to help reduce the risk of criminal behavior.
 6. Serve as a resource for classroom instruction and school activities, e.g., event planning, law enforcement education.
 7. Maintain competency in assigned duties by attending training relevant to his/her assignment as an SRD.

8. Engage in proactive law enforcement measures designed to deter and prevent crime and delinquent acts committed by students.
9. Attend meetings with WCPS Staff concerning matters of safety, to include, but not be limited to:
 - a. Threat Assessments to include both initial and return to school assessments
 - b. Safety Plans
 - c. Reports of code of conduct violations per the “required external notifications” as outlined in the WCPS Administrator’s Guide to Offense Codes.
 - d. Daily Check-Ins
 - e. Matter(s) involving referrals to outside services such as Departments of Social Services or Juvenile Services
 - f. Matters that have impacted or could potentially impact school and student safety.
10. Participate in the planning process for all large events at the school.
11. Participate in the planning and administration of emergency drills at the school.
12. Respond to health and safety emergencies on school premises.
13. Investigate all crime and delinquent acts occurring on school premises or committed by a student and serve as the main point of contact for calls for law enforcement service that originate from WCPS.
14. Witness unscheduled administrative searches conducted by WCPS staff.
15. Perform searches and seizures only as permitted by Maryland law.
16. Participate in all WCPS threat assessments.
17. Appear in court when notified.
18. Act as an advisor to WCPS staff in matters of safety, violence reduction strategies, legal aspects of student activities and facilities physical security matters.
19. Maintain high visibility by actively patrolling Worcester County public schools.
20. Provide training to WCPS staff on matters of law enforcement and safety.
21. Confer with WCPS staff a minimum of two (2) times per day to share information and discuss any issues that have occurred as described in this memorandum of understanding.

B. WCPS Staff

1. Provide a safe, supportive learning environment where students are encouraged to grow emotionally, socially, and intellectually.
2. Ensure that the WCPS Student Code of Conduct is disseminated to students and parents at the start of every school year.

3. Promptly report to SRD's all crimes, delinquent acts, and violations of the WCPS Code of Conduct as outlined in the WCPS Administrator's Guide to Offense Codes "required external notifications" coming to their attention whether occurring on or away from the school premises.
4. Communicate the role and responsibilities of the SRD to all WCPS staff, and students.
5. Confer with SRD's a minimum of two (2) times per day to share information and discuss any issues that have occurred as described in this memorandum of understanding.
6. As needed, meet with the SRD Supervisor to facilitate communications between WCPS staff and the WCSO.
7. Provide feedback to the SRD Supervisor(s) regarding the SRD's performance.
8. Lead all WCPS threat assessments.
9. Request the presence of an SRD to act as a witness during all unscheduled administrative searches.
10. Provide the SRD with appropriate workspace, furniture, telephone, computer equipment, printer, and location for secure firearms storage at each school, and when possible, in a secure area to maintain confidentiality.
11. Appear in court when notified.
12. Provide statements as requested and cooperate with law enforcement during investigations.

C. SRD Supervisor(s)

1. Assign, schedule, train, supervise, and evaluate SRD performance.
2. Ensure that each SRD completes mandated School Resource Officer training as prescribed by Maryland law.
3. Implement and enforce WCSO policies and procedures.
4. Meet with their SRDs regularly at schools to observe their performance of duty.
5. Ensure that appropriate staffing for each school is provided, when possible, if an assigned SRD is absent.
6. Assist in resolving conflicts between the SRD and WCPS Administration in circumstances where there is disagreement regarding policy, procedures, or terms of this memorandum of understanding.

VI. PERSONNEL COMPLAINTS

- A. All complaints concerning SRD job performance shall be directed to the Sheriff or the designee of the Sheriff. The WCSO will investigate all complaints made against an SRD in accordance with WCSO policy and Maryland law.

- B. All complaints concerning WCPS staff job performance shall be directed to the WCPS Chief Safety Officer. The WCPS Chief Safety Officer will investigate all complaints made against WCPS staff in accordance with WCPS policy and Maryland law.
- C. All personnel complaints shall be submitted in writing.

VII. STUDENT DATA ACCESS

The Family Education Rights and Privacy Act (FERPA) allows schools to disclose "directory" information as defined in 34 CFR Part 99 without parental consent and allows schools to disclose information without parental consent in cases where it has been determined that disclosing that information is necessary to address health and safety emergencies in accordance with FERPA.

- A. WCPS shall provide student information without parental permission and consent to SRD's if:
 1. The information is considered "directory information"
 2. Access to that information is necessary to protect the health or safety of a student or other person in an emergency situation, or
 3. The WCSO presents WCPS with a search warrant, subpoena, or other valid court order requiring the release of student records.
- B. WCPS shall NOT make notification to parents/guardians when student information is shared with law enforcement if:
 1. Law enforcement determines it necessary to protect children in cases of alleged child abuse or neglect, or
 2. When dictated by a judicial order.

VIII. LAW ENFORCEMENT ACCESS TO WCPS SECURITY CAMERAS

- A. WCPS will grant SRD's access to the security cameras, stored video images and recordings through computer systems maintained by the WCPS with the ability to view live streaming from cameras.
- B. WCPS will grant law enforcement access to stored video images and recordings through computer systems maintained by the WCPS.

- C. All video images and recordings are the property of WCPS, and only WCPS personnel may download images and recordings or make copies of the images and recordings.
- D. Whenever law enforcement requires a copy of the images/recordings, a request must be made to the WCPS Coordinator of Safety. The WCPS Coordinator of Safety shall fulfill the request in a timely manner.

IX. BODY WORN CAMERAS (BWC)

- A. Maryland law requires the WCSO to deploy body-worn cameras to be worn by Deputy Sheriffs who regularly interact with citizens. SRDs shall utilize issued BWCs as required by, and in compliance with Maryland law and applicable WCSO policies.
- B. Upon request from the WCPS School Safety Manager, WCSO will allow WCPS staff, for administrative purposes, to view audio/video recordings of incidents/events that occurred in WCPS facilities or on WCPS property.

X. QUESTIONING of STUDENTS

- A. SRD's will conduct questioning of students in accordance with Maryland law. A school official should be present during any questioning of students when the questioning by law enforcement is being conducted on WCPS property.
- B. Questioning of students will not be conducted on school premises unless:
 1. In connection with a crime or delinquent act committed on the premises, or
 2. In connection with a law enforcement investigation which, if not immediately permitted, would compromise the success of that investigation, as determined by law enforcement or
 3. In connection with a law enforcement investigation which, if not immediately permitted, would endanger the lives or safety of the students or other persons as determined by law enforcement.
 4. In connection with an investigation involving suspected child neglect or suspected child abuse under Maryland law, in which case WCPS shall permit personnel from the local department of social services and/or law enforcement to question a student on school premises during the school day.
- C. Except as provided in "D" below in this section, whenever investigative questioning of students is permitted on the premises, WCPS staff shall promptly advise the parent or guardians and the Superintendent of the nature of the investigation and such other details as may be required.

- D. WCPS staff shall NOT notify parent(s) or guardian(s) of investigations or questioning of students:
1. When the parent(s) / guardian(s) are suspects in allegations of child neglect and/or child abuse of a student, or
 2. When the parent(s) / guardian(s) are suspects in any criminal investigation.
- E. In the absence of an arrest, WCPS staff may not authorize the removal of a student from school for the purpose of investigative questioning without the consent of the parent or guardians, except as provided below:
1. A student may be removed from school premises if that student is a suspected victim of child abuse or neglect and the local department of social services has guardianship of the child or a court order to remove the child;
 2. The Superintendent or the Superintendent's designee shall ensure that prompt notification of a student's removal from school under this section is made to the student's parent(s) or guardian(s).

XI. SRD INTERVENTIONS

As a result of a criminal investigation, the SRD shall utilize appropriate law enforcement interventions to include custodial arrest, non-custodial interventions, and referrals to outside resources, and mental health services. SRD's shall comply with the criminal charging guidelines found within the WCSO policies and procedures.

A. Non-Custodial Intervention

SRD's have the ability to use other resources for juveniles below the age of criminality. These intervention options may be used at any age level, or in combination with custodial arrest situations and include:

1. CINS referral
2. Emergency Petition
3. Peace Order
4. Extreme Risk Protective Order
5. Juvenile Referral to Department of Juvenile Services (WCSO Form 87 - Request for Juvenile Charges)
6. Referral to the Worcester County Bureau of Investigation (WCBI)
7. Referral to Children's Advocacy Center (CAC)
8. Referral to Office of the State's Attorney

B. Custodial Arrest

1. Arrests on school premises for offenses that did not occur on school grounds or during school hours must be coordinated with the WCPS Coordinator of Safety. Arrests will be made consistent with WCSO policy and Maryland law.
2. When possible and appropriate, arrests should be made during non-school hours and away from the school premises. Arrests on school premises during school hours shall be effectuated in such a manner as to avoid both embarrassment to the student being arrested and without jeopardizing the safety and welfare of other students.
3. School Administrators may not permit questioning of a student under arrest on the school premises and shall request the arresting SRD to remove the student from the premises as soon as practicable after the arrest is made. This excludes matters of exigency or threats to public safety as determined by the SRD.
4. When an arrest on school premises during school hours is necessary, the School Administrator shall ascertain the facts from the arresting SRD which will enable the School Administrator to fully advise the parent or guardians and other school officials of the nature of the charge, the identity of the arresting SRD, and the location of the student.
5. When an arrest has taken place on school premises or during school hours, every effort shall be made by school officials to inform the parent(s) or guardian(s) immediately and thereafter promptly to advise the WCPS Superintendent.

XII. REPORTS

- A. The WCSO will submit reports to the Board of Education detailing statistics of all SRD Investigations, arrests, referrals for charges, and citations. These reports will be submitted annually or upon request.
- B. The WCPS will submit the "Monthly Board Report" as required.

XIII. INDEMNIFICATION

- A. Subject to the provisions of the Local Government Tort Claims Act and the Maryland Tort Claims Act as applicable, and the provisions of the Maryland Education Article, with its limitations and immunities, all parties to this Agreement shall mutually defend, indemnify, and hold harmless the other for negligence claims, which may arise out of the negligent acts of their respective employees or agents, including those brought by third parties. The County's indemnification is also subject to the County's appropriation of funds.
- B. Additionally, all parties shall cooperate, consistent with law, with the other in the defense against third party claims or suits arising out of any activities undertaken under the authority of this MOU. Nothing in this agreement shall be read to in any way to waive or alter the obligations, liabilities, privileges, immunities, or defenses of either party.
- C. Nothing in this Agreement is intended to in any way impact or minimize any immunities, privileges, or exemptions from liability that police officers of this State are entitled to under applicable federal, state, or local law.

XIV. TERM OF MEMORANDUM

This memorandum shall continue from the date of the final authorized signature of this MOU for a period of one (1) year. This agreement may be reopened based on circumstances or changes in legal requirements at the request of any of the parties.

XV. TERMINATION

Any party may terminate this Memorandum by serving written notice upon the other parties at least sixty (60) days in advance of such termination.

XVI. COMPLETE AGREEMENT

This memorandum is the complete agreement of all parties; it may be amended or modified only in writing, and supersedes, cancels, and terminates any and all prior agreements or understandings of the parties, whether written or oral, concerning the subject matter hereof.

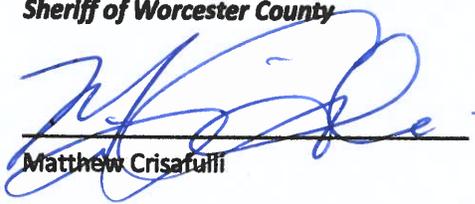
XVII. SIGNATURES

President of the Worcester County Commissioners

Anthony W. Bertino, Jr.

____/____/____
Date

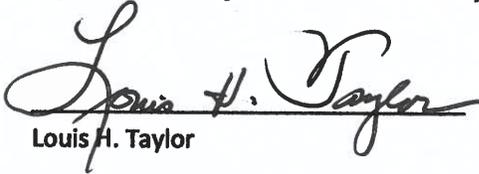
Sheriff of Worcester County



Matthew Crisafulli

08/31/23
Date

Superintendent of the Worcester County Public Schools



Louis H. Taylor

8/29/23
Date

President of the Worcester County Board of Education

Todd A. Ferrante

____/____/____
Date