



The Jewel of the Chesapeake Bay
North Beach, Maryland

8916 Chesapeake Avenue | Post Office Box 99
North Beach, MD 20714

410.257.9618 | 301.855.6681
www.northbeachmd.org

**TOWN COUNCIL MEETING
NORTH BEACH TOWN HALL
MARCH 9, 2017
7:00 PM**

- I. PLEDGE OF ALLEGIANCE
- II. ROLL CALL
- III. APPROVE AGENDA
- IV. APPROVAL OF MINUTES
 - a. Approval of the minutes from the February 9, 2017 Town Council meeting
 - b. Approval of the minutes from the February 23, 2017 Work Session
 - c. Approval of the minutes from the March 2, 2017 Work Session
- V. SCHEDULED APPOINTMENTS
 - a. Twin Beach Opioid Abuse Awareness Committee – Anthony Greene
- VI. PUBLIC SAFETY REPORT
- VII. REPORTS
 - a. Treasurer
 - b. Public Works Supervisor
 - c. Town Engineer
 - d. Code Enforcement
 - e. Marketing
 - f. Circuit Rider
- VIII. PUBLIC COMMENT
- IX. BOARDS AND COMMISSIONS

Mark R. Frazer, Mayor

Council Members: Mike Benton Jane Hagen Mickey Hummel Randy Hummel Gwen Schiada Paul Troncione



X. BUSINESS ITEMS

- a. Bid discussion for the Chesapeake Avenue Streetscape Project
- b. Bid discussion for the fencing at Callis Park
- c. Bid discussion for Ground Care Service and Flower Bed Maintenance
- d. Streetscape Lighting for Chesapeake Avenue

XI. ORDINANCES AND RESOLUTIONS

- a. Resolution 17-01: Fee Schedule - **Vote**
- b. Resolution 17-02: A Resolution of the Mayor and Town Council of the Town of North Beach, Maryland adopting a Public Works mutual aid agreement - **Vote**
- c. Ordinance 17-03: An Ordinance of the Mayor and Council of the Town of North Beach, Maryland to approve the Town of North Beach Critical Area map provided by the Department of Natural Resources and the Critical Area Commission - **Introduction**

XII. MAYOR AND COUNCIL REPORTS

XIII. ADJOURNMENT

XIV. EXECUTIVE SESSION IF NEEDED

All agendas are subject to change up until the time of the meeting

Upcoming Meetings and Events

- 1) Sunday, March 12, 2017 – Bayside History Museum Lecture Series – Entertaining the Troops at The North Beach Town Hall – 2 – 3 pm
- 2) Monday, March 20, 2017 – 7pm – Board of Appeals Meeting
- 3) Wednesday, March 22, 2017 – 7 pm – Economic Development Meeting
- 4) Thursday, March 23, 2017 – 7 pm – Planning Commission Meeting
- 5) Sunday, March 26, 2017 – Bayside History Museum Lecture Series – Pirate Radio Series c. 1960 at the North Beach Town Hall – 2-3 pm
- 6) Monday, April 3, 2017 - 7pm – Special Events Committee Meeting
- 7) Tuesday, April 4, 2017 – 7 pm - Environmental Committee Meeting
- 8) Thursday, April 6, 2017 – 7 pm – Work Session

Mark R. Frazer, Mayor



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Minutes from the February 9, 2017
Town Council Meeting
7:00 pm

- | | | |
|---------------------|-----------------------|-----------------------|
| X ___ Mayor Frazer | X ___ Joanne Hunt | X ___ Rick Crump |
| X ___ Mr. Benton | X ___ Stacy Wilkerson | X ___ John Shay |
| X ___ Ms. Hagen | X ___ Donnie Bowen | X ___ Dawn Richardson |
| X ___ Mr. M. Hummel | X ___ John Hofmann | X ___ Sgt. Naughton |
| X ___ Mr. R. Hummel | ___ Richard Ball | ___ Corporal Phelps |
| X ___ Ms. Schiada | ___ Vacant | X ___ Kelley Osbourne |
| | | X ___ Marsha Stiner |

APPROVAL OF AGENDA AND MINUTES

MOTION made by Randy Hummel to approve the agenda as presented. Seconded by Gwen Schiada. All in favor. **Motion carries.**

MOTION made by Mickey Hummel to approve the minutes from the January 12, 2017 Town Council meeting as presented. Seconded by Gwen Schiada. All in favor. **Motion carries.**

MOTION made by Randy Hummel to approve the minutes from the February 2, 2017 Work Session as presented. Seconded by Mickey Hummel. All in favor. **Motion carries.**

SCHEDULED APPOINTMENT

- a) Election to fill Council Vacancy: **MOTION** made by Randy Hummel to appoint Paul Tronccone to fill the term of Ken Wilcox to resigned his position on the Council effective 12/31/2016. Seconded by Mickey Hummel. All in favor. **Motion carries.**
- b) Presentation of check to Calvert Hospice from Polar Bear Plunge Proceeds. A check in the amount of \$2,500.00 was presented to them.
- c) Nancy Valentine was in attendance and gave an overview of the FY16 Financials.

SHERIFF'S DEPARTMENT REPORT

In January 2017 the Sheriff's Department responded to 155 calls for service in North Beach. This is down from 193 calls in December 2016.

TREASURER'S REPORT

Reporting Period: 12/1/2016 – 12/31/2016; Beginning Balance: \$853,481.47; Total Debits: \$103,184.08; Total Credits: \$597,708.09; Ending Balance: \$358,957.46. **MOTION** made by Mickey



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Hummel to accept the Treasurer's Report. Seconded by Gwen Schiada. All in favor. **Motions carries.**

REPORTS

Staff Reports: The following reports are attached: Public Works Department, Town Engineer, Code Enforcement, Marketing and Circuit Rider.

BUSINESS ITEMS

- 1) Bid discussion for the Chesapeake Avenue Streetscape Project: **MOTION** made by Randy Hummel to reject the bids received and re-bid the job. The bids received are over the budgeted amount for the job. Seconded by Gwen Schiada. **Motion carries.**
- 2) Bid discussion for the Chesapeake Avenue Reconstruction between 3rd – 5th Street: **MOTION** made by Randy Hummel to award the contract to Stanley Concrete in the amount of \$79,535.00. Seconded by Gwen Schiada. **Motion carries.**

ORDINANCES AND RESOLUTIONS

- 1) Ordinance 17-01: Budget Adjustment FY-17 **MOTION** made by Mickey Hummel to pass Ordinance 17-01 as presented. Seconded by Randy Hummel. All in favor. **Motion carries.**
- 2) Ordinance 17-02: Ordinance to Amend the Town of North Beach Rental Housing License: **MOTION** made by Randy Hummel to pass Ordinance 17-02 as presented. Seconded by Gwen Schiada. All in favor. **Motion carries.**

MOTION made by Randy Hummel to close the meeting at 9:00 p.m. Seconded by Jane Hagen. All in favor. Meeting adjourn.

Submitted:

Mark R. Frazer, Mayor

Stacy L. Wilkerson, Town Clerk



Minutes from the February 23, 2017

Work Session

7:00 p.m.

Meeting opened at 7:00 p.m.

Attendance: Mayor Frazer, Mike Benton, Jane Hagen Mickey Hummel, Randy Hummel, Gwen Schiada, Paul Troncone, John Hofmann, Donnie Bowen, Joanne Hunt, Dawn Richardson and Stacy Wilkerson.

- 1) Update on the Chesapeake Avenue Streetscape Project: John Hofmann and Donnie Bowen provided a Streetscape project budget sheet with estimated cost for each line item. Currently out to bid are the Fencing around Callis Park and the Streetscape (hardscape and paving). These bids are due in Town Hall on March 6th.
- 2) North Beach Pier T-Section Canopy: The Town has been approved for the installation for a 1000 square foot structure on the t-section of the pier. John Hofmann provided a preliminary sketch of this structure. The staff feels this structure would benefit being constructed on the left-hand side of the pier so the installation of the 40x60 tent can still be accommodated on the pier. The town still needs to apply for MDE permits with the Critical Area Commission.
- 3) America in Bloom Program: The Town has submitted paperwork and we are officially in the program. Stacy Wilkerson has spoken to our liaison with the Program and the Town should be judged in July. To begin the process, the Town needs to form a committee of core individuals who will help the Town with the Program. Greenstreet Gardens will assist the Town. A list of individuals was discussed and Stacy will be in contact with them to seek their interest and set up a meeting to start the process.
- 4) Beach Dredge: The Town awarded the contract on February 2, 2017 to Crandall for the beach dredge. The Town still does not the permit in hand to start the dredge project.
- 5) Discussion on the Performing Arts Center: The Performing Arts Center Committee held a meeting on the 18th of February with the consultants and reviewed the feasibility study. At this time the consultants feel a performance arts center is not feasible as a stand-alone center. The consultant's opinion on this project is this project should not be tied to the construction of the planned Hotel/Conference Center Development from RAR Associates, Inc. It may be beneficial to the Town to solicit a private developer to construct a black box theatre for the Town. The Town is still waiting on the final report from the firm.

MOTION made by Randy Hummel to enter into Executive Session to discuss a real estate matter. Seconded by Jane Hagen. All in favor. Motion carries. Meeting closed at 8:33 p.m.



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Minutes from the March 2, 2017

Work Session

7:00 p.m.

Meeting opened at 7:00 p.m.

Attendance: Mickey Hummel, Mike Benton, Jane Hagen, Randy Hummel, Gwen Schiada, Paul Troncone, John Hofmann, Donnie Bowen, Rick Crump, Dawn Richardson and Stacy Wilkerson.

- 1) Follow up discussion on Wedding in North Beach with Economic Development Committee: Discussed the bullet points in the power point presentation provided from the EDC committee. The Town will notify the residents via email blast and hand deliver the residents and town businesses on the waterfront when there are street closures for events such as; Dragon Boat, Drink Maryland, or any potential street closure for weddings as we grow for these events. Sandwich Board directional signs can be used at the ends of streets to direct car for additional parking. A suggested future wedding featuring our Town businesses on the end of the pier was discussed. Council has requested a spreadsheet of revenues versus expenses for a wedding and also revenues versus expenses for an event (i.e. a Farmers Market night)
- 2) San Francisco HOA Request for Speed Humps: The Town received an email from the association requesting speed humps. Donnie has requested if this work is completed, the work is done when the contractor is in town working on Chesapeake Avenue. The Town still needs to receive documentation from the majority of homeowners requesting the speed humps.
- 3) Parking in North Beach: After a lengthy discussion regarding the upcoming parking season and enforcement in the residential zone, the consensus of the Council was not to hire a parking enforcement officer and not to enforce the parking restrictions we have in place. Leave the signs up, but no enforcement.
- 4) Fee Schedule: The Council reviewed the proposed fee schedule. The following changes were made. Beach umbrellas will increase by five dollars and all rental and business licenses will increase by 10%.

MOTION made by Randy Hummel to closed the meeting at 8:33 pm. Seconded by Jane Hagen. All in favor. Motion carries.

Memo



CALVERT COUNTY SHERIFF'S OFFICE TWIN BEACHES PATROL

Date: March 2, 2017
To: Stacy Wilkerson
From: Sergeant Thomas S. Phelps
Re: Sheriff's Office Report-North Beach

In February of 2017, the Sheriff's Office handled 134 calls for service in North Beach. This is down from the 155 calls in January 2017.

(In February of 2016, the Sheriff's Office handled 120 calls for service in North Beach.)

Call Breakdown for February 2017:

68 calls were self-initiated (patrol checks, follow-up investigations, etc)

66 calls were received by other means (citizens, alarm companies, etc)

Of the 134 calls, we handled:

- 2 DOP
 - Vehicle Scratched/ Dayton Ave (Under Investigation)
 - Fence Damaged/ 4th Street (Under Investigation)
- 1 Civil Marijuana Citation
- 1 Heroin Overdose

February 2017 Calls for Service

| Call Type | Month | Year | Call Type | Month | Year | Call Type | Month | Year |
|-------------------------|-------|------|------------------------|-------|------|----------------------------|-------|------|
| 911 Hung Up | 3 | 5 | Fireworks Complaint | 0 | 0 | Robbery | 0 | 0 |
| Abandoned Vehicle | 2 | 2 | Follow Up | 1 | 7 | Search Warrant | 0 | 0 |
| Accident | 3 | 5 | Found Property | 0 | 0 | Sexual Assault | 0 | 0 |
| Alarm | 12 | 15 | Fraud | 1 | 1 | Special Assignment | 0 | 2 |
| Animal Complaint | 0 | 0 | Harassment | 0 | 1 | Stolen Vehicle | 0 | 0 |
| Assault | 0 | 1 | Illegal Dumping | 0 | 0 | Summons Service | 1 | 1 |
| Assist Motorist | 0 | 2 | Industrial Accident | 0 | 0 | Suspicious Person | 3 | 5 |
| Assist Other Dept | 0 | 0 | Indecent Exposure | 0 | 0 | Suspicious Vehicle | 3 | 7 |
| Assist Sick/Injured | 3 | 4 | Intoxicated Person | 0 | 0 | Tampering with MV | 0 | 1 |
| Attempt to Locate | 3 | 4 | Loitering | 0 | 0 | Telephone Misuse | 0 | 0 |
| BioChem/ Susp Package | 0 | 0 | Lost Property | 0 | 0 | Theft | 1 | 6 |
| Burglary * | 2 | 4 | Loud Party/ Music | 3 | 9 | Traffic Complaint | 2 | 3 |
| CDS Violation | 0 | 1 | Mental Subject | 0 | 0 | Traffic Control | 0 | 0 |
| Check Welfare | 6 | 11 | Missing Person | 0 | 2 | Traffic Enforcement | 0 | 1 |
| Conservor of Peace | 1 | 3 | Neighborhood Dispute | 0 | 0 | Trespassing | 0 | 0 |
| Destruction of Property | 4 | 7 | Notification | 0 | 0 | Unauthorized Use MV | 0 | 1 |
| Death Investigation | 0 | 0 | Parking Complaint | 1 | 1 | Unknown Problem | 0 | 0 |
| Disorderly | 2 | 2 | Patrol Check | 67 | 155 | Violation Protective Order | 1 | 2 |
| Domestic | 1 | 2 | Person with Weapon | 0 | 0 | Warrant Service | 2 | 4 |
| Escort | 0 | 0 | Police Information | 5 | 10 | | | |
| Eviction | 0 | 0 | Protective/Peace Order | 1 | 1 | | | |
| Fight | 0 | 0 | Prowler | 0 | 0 | | | |
| Firearms Complaint | 0 | 1 | Relay | 0 | 0 | Total Calls | 134 | 289 |

| | Month | Year | | Month | Year | | Month | Year |
|---------------------------|-------|------|--------------------|-------|------|----------------|-------|------|
| DUI Arrest | 0 | 3 | CDS Arrest | 0 | 3 | Other Arrest | 0 | 2 |
| Civil Marijuana Citations | 1 | 2 | Non Fatal Overdose | 1 | 1 | Fatal Overdose | 0 | 0 |

Notes

2 Burglaries Unfounded;

TOWN OF NORTH BEACH
TREASURER'S REPORT
Reporting Period 01/01/2017- 01/31/2017

PNC Bank:

| | | | |
|----------------------------------|--------------------|---------------|-----------------|
| Beginning Balance 01/01/2017 | \$ 358,957.46 | | |
| Total Debits (+) | \$ 795,960.99 | | |
| Total Credits (-) | \$ 609,225.68 | | |
| | | | |
| Ending Balance 01/31/2017 | \$ 545,692.77 | Last Year: \$ | 574,877.13 |
| | | | |
| Investments (MLGIP/General Fund) | \$ 3,196,154.35 | Last Year: \$ | 2,386,729.30 |
| (MLGIP/Sewer Capital) | \$ 34,143.62 | Last Year: \$ | 34,015.81 |
| (MLGIP/Water Capital) | <u>\$ 7,458.96</u> | Last Year: \$ | <u>7,431.03</u> |
| Total Cash | \$ 3,783,449.70 | Last Year | \$3,003,053.27 |
| | | | |
| Calvert County Hotel Tax Payment | \$325.25 | Last Year | -0- |
| State Business Licenses Revenue | \$16.56 | Last Year | -0- |

Cash Receipts over \$7,500.00

- \$200,000.00- MLGIP Transfer to Gen
- \$ 8,500.00- Sale of 2006 Ford F-250 to Car Max
- \$ 40,811.75- Transfer from Credit Card Account to Gen Fund
- \$436,562.90- Calvert County Tax Payment- December
- \$ 92,609.55- AAQ2FY17 / Gaming Revenue

Cash Disbursements over \$7,500.00

- \$ 35,000.00- Payroll W/E 12/31/2016
- \$ 28,600.00- Payroll W/E 01/14/2017
- \$ 30,721.27- Payroll W/E 01/28/2017
- \$ 51,140.21- PNC Debt Service Payment (2012 Land Acquisition)
- \$112,215.80- PNC Debt Service Payment (2012 Land Acquisition)
- \$ 19,644.00- PNC Debt Service Payment (2012 Land Acquisition)
- \$ 13,169.00- Maryland Country Caterers / New Year's Eve Party
- \$ 12,451.62- Southern Maryland Recycling- Trash Contract
- \$ 17,825.84- Comptroller of Maryland/MDE Flush Tax
- \$ 10,650.00- WABC- Auditors
- \$ 8,182.78- State of Maryland Department of Budget & Management
- \$ 24,805.92- Town of Chesapeake Beach- WWTP Operation and Maint.
- \$171,481.82- Transfer from Gen/Water Quality Payment for Shellfish/Outfall and ENR
- \$ 11,188.49- BGE thru 01/31/2017

To: Mayor Frazer and Town Council Members

From: Don Bowen DPW

Date: 3-9-2017

Subject: Monthly Report

The following is a list of items the Public Works Department has been working on in addition to routine task.

- 1) Chesapeake Ave road raising project- Contract has been signed and notice to proceed date was March 1. DPW has removed fence from around existing sewage pumping station and started backfilling area to bring it up to new grade. DPW raised storm drain that was in grass area to new grade elevation. Removed and relocated water hydrant that needed to be relocated for new design of area. Contractor is expected to be on site 3-13-2017.
- 2) Streetscape project- The town rebid the hardscape portion of the streetscape project without the crosswalks. Bids were received on 3-6-2017. Staff will make a recommendation later in the meeting. Continue to checkout crosswalk options for the project and will update at April work session. Have been working on lighting options for the project and have Mr. Derrick Marshall from Bright View Lighting at the meeting to give a short overview and answer any questions council may have. Staff has provided pictures of poles bases and down lighting style fixture to review. Town has received bids for new fencing for project and will make recommendation for award. Currently working with Mr. Hoffman on a bid spec for landscaping associated with project.
- 3) Had a tree contractor in town to trim dead and dangerous limbs located in town right of ways. Went through town and tried to address as many as possible. Did two days of trimming as a trial to see how much could be addressed at a daily rate. Would like to add an amount to budget in order to routine maintenance.

- 4) Attended a meeting with wetland permit agencies to receive an update on progress with the flood dike modification. Mayor will give an update later in meeting.
- 5) Attended a meeting at state highway headquarters in Annapolis on 261 road project. Progress seems to be moving along. Mr. Hoffman will give further update.
- 6) Continue to work on replacing stop signs. Currently have most all replaced up to 9th street.

Any questions or concerns please contact me.

Thanks Don Bowen DPW

MEMORANDUM

TO: Mayor & Town Council
FROM: John A. Hofmann, P.E. Town Engineer & Zoning Administrator
RE: Monthly Report JAH
DATE: March 2017

The following is the status of activities that are being worked on:

Living Shoreline Project & Flood Dike project

Construction on the Flood Dike is will now be restarting as the revised wetlands permit has obtained from the ACOE.

Maryland SHA Rt. 261 SHA Upgrade Project.

SHA's environment al and highway design work is progressing. . The elevated walkway on the west side is not included in the current design efforts. SHA recognizes that the potential for this item exists. Efforts for the Town to apply for grant funding for the walkway are planned for the Spring of 2017.

Beach Dredge Project

The Project has been rebid to only include work on the South side of the Town pier, We are continuing with the Federal & State permit process before work can start,

Pier Pavilion Project

MDE has told us that the a 2500sf structure does not qualify for approval by MDE and the Board of Public Works under State Code Article 16-104 . We are proceeding with the permitting process for a 1000sf Pavilion which is allowed under Article 16-104 on the north side of the Tee section.

Streetscape Chesapeake Ave

Bids were received for the Hardscape work in Chesapeake Ave. on March 6, 2017 Town Council will review the bids and a path forward at the March meeting

I am working with Town staff on bids for street lighting and landscape work.

Flooding Chesapeake Ave.

The Stanley Concrete Contract to raise Chesapeake Ave. Is underway,

**CODE ENFORCEMENT REPORT
RESIDENTIAL AND BUSINESS INSPECTION**

1-Mar

| | TYPE | ACTI | OUTCOME | COMMENTS |
|-----------------|--------------------------------------|---------------|---------|----------|
| VEHICLES | 1 truck towed | 2 cars tagged | | |
| BOATS | zero boats | | | |
| TRAILERS | 3 trailers moved out of right of way | | | |

| | ADDRESS | ISSUES | ACTION | OUTCOME |
|------------------|----------------|--------------------------|--------------------------|----------|
| VIOLATION | 8806 Dayton | untagged vehicles | letter sent | complied |
| NOTICES | 8820 Dayton | Trailer on right of way | letter sent | complied |
| | 8925 Frederick | Trailer on right of way | letter sent | complied |
| | 3903 4th | Furniture in yard | letter sent | on bulk |
| | 8812 frederick | trash, furniture/yard | letter sent | complied |
| | 3916 2nd | cars in yard | letter sent | complied |
| | 3942 2nd | trash and debris | letter sent | complied |
| | 3916 7th | trash/furniture | letter sent | complied |
| | 3902 4th | Furniture in yard | letter sent | complied |
| | 4000 6th | truck/ trash/debris | letter sent | partial |
| | 4013 6th | trash, debris, structure | spoke with agent | pending |
| | 8905 Erie | Abandoned property | certified letter sent | |
| | 4006 2nd | Abandoned property | certified letter sent | |
| | 4008 8th | Abandoned property | certified letter sent | |
| | 4012 8th | Abandoned property | certified letter sent | |
| | 4036 3rd | Abandoned property | certified letter sent | |
| | 4032 8th | Abandoned property | certified letter sent | |
| | 8807 Frederick | Furniture | letter sent/tagged house | |
| | 8818 Frederick | vehicle | letter sent/tagged house | |
| | 3920 2nd | vehicle | letter sent/tagged house | |
| | 8916 Frederick | equipment, trash, | letter sent | |
| | 3930 Frederick | Shed | letter sent | |
| | 4013 3rd | trash accumulation | letter sent | |
| | 8916 Erie | vehicles/boats/trash | letter sent | |
| | 4012 2nd | shed | certified letter sent | |

**CODE ENFORCEMENT REPORT
RESIDENTIAL AND BUSINESS INSPECTION**

| | | | | |
|-----------|--|-------------------|-----------------------|--|
| 3932 3rd | | house, shed, deck | certified letter sent | |
| 3909 6th | | shed | letter sent | |
| 3901 7th | | vehicle | letter sent | |
| 4006 7th | | vehicle | letter sent | |
| 40014 6th | | shed, liveability | letter sent | |
| 3903 4th | | shed, liveability | letter sent | |
| 4013 7th | | shed | letter sent | |
| | | | | |

1-Mar

ADDRESS

P/F

NOTES

| | | | | | | | |
|--|--|--|--|--|--|--|--|
| No rental inspections completed for this report. | | | | | | | |
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| 5 door tags for misc | | | | | | | |
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MEMO

To: Mayor and Town Council
 From: Dawn Richardson
 Date: March 6, 2017
 RE: Monthly Report



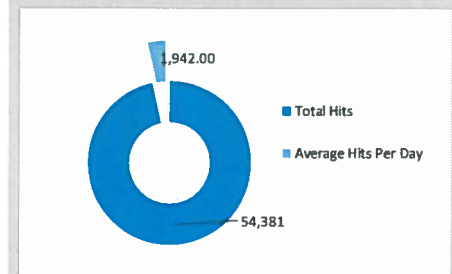
Below you will find the tasks I have performed and any insights that pertain to marketing and public relations for the Town of North Beach during the month of February 2017.

- Continued working on the town website re-design. This entails daily contact with the website host, making decisions on layout, content, department pages, etc. Attended on-line training and conference calls. Re-design work will be ongoing until the "go-live" date which is scheduled to be mid-March.
- Created advertisements to promote the Town of North Beach and Weddings by the Bay.
- Began work on the 2017 town brochures.
- Prepared the 2016 State of the Town presentation.
- Gathered material and provided information and giveaways for the Job Fair that Richard Ball attended at NECC.
- Prepared handouts for Mayor Frazer's meeting with Holland Point Citizens' Association.
- Attended End Hunger, Special Events, Work Session and Council Meetings.
- Daily tasks: current website (updated calendar entries, sent out News Around Town email blasts); Facebook (created posts to promote events and pertinent town information, shared posts from town businesses on North Beach Maryland page).

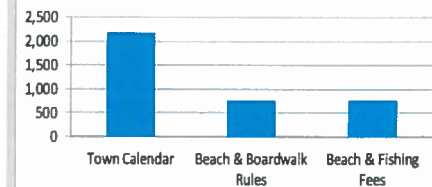
UPCOMING EVENTS

- APR 8 & 9 | 8 AM TO 4 PM Community Clean Up
- APR 22 | 8 AM TO 1 PM Comcast Cares Day | Plant the Town
- APR 22 | 11:30 AM Sally Donaldson Welcome Center Dedication
- APR 22 | 12:30 PM Louis Claggett Remembrance at Sunrise Garden
- APR 23 Welcome Center & Beach Open for Season
- MAY 5 -OCT 6 | Every Friday Night | 6 TO 9 PM Farmers' Market, Classic Car Cruise-In & Art Fair
- MAY 20 | DUSK Movie on the Beach
- MAY 26 | 6 PM Concert on the Pavilion
- MAY 27 Bicycle, Kayak, Stand Up Paddleboard Rentals Begin

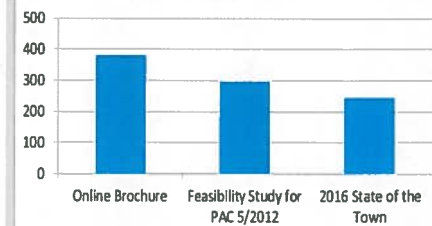
WEBSITE HITS & DOWNLOADS



After visiting homepage, top 3 pages visited



Top 3 downloads



FACEBOOK LIKES





Revitalization Toolbox

FEBRUARY 2017
CIRCUIT GRANT RIDER

Veronica Owens

Creating tools for the residents of North Beach to improve the quality of life through economic development activities, projects, funding and programs.



FEBRUARY 2017 CIRCUIT GRANT RIDER REPORT

State Highway

**Arts & Entertainment Building &
District**

Sustainable Maryland designation

Grant Funding

State Highway

Continue to work with John on funding sources for Streetscape. State Highway funds are offered in April timeframe.

Arts & Entertainment Building & District

Attended the presentation from the consultants to the Mayor and Council along with the community to hear final recommendations on the Arts & Entertainment building.

Sustainable Maryland

Working with the Environmental team and staff to coordinate all documentation towards the Sustainable Maryland application. A first draft of the application has been prepared along with a draft Action plan for consideration. The committee will discuss any changes towards a submission of the Sustainable Maryland designation. Plans are underway to meet an April deadline or earlier.

Grant Funding

Applications Submitted in February:

North Beach Goes Electric

This application is for one electric vehicle for code enforcement and one battery operated vehicle for the waterfront. It also includes a public dual electric charging station. The proposal amount requested is: \$40,000.00.

Pending Applications:

1 - Town of North Beach Eco-Living Home Program \$426,515.00

This program will assist low-to-moderate income, seniors, and veteran's homeowners with energy efficient appliances, furnaces, central air conditioners, window air conditioners, water heaters, stoves, refrigerators, washers, weatherization and insulation. These energy upgrades will assist people to

reduce their carbon footprint within North Beach and the entire Calvert County.
- Benefits the Calvert County

2 - Town of North Beach Eco-Living Home Program \$45,000.00

This program will assist low-to-moderate income homeowners with energy efficient appliances, furnaces, central air conditioners, window air conditioners, water heaters, stoves, refrigerators, washers, weatherization and insulation. These energy upgrades will assist people to reduce their carbon footprint within North Beach. Benefits North Beach residents only.

Study:

Completed a study on sources and uses of funding towards an Arts & Entertainment building strategies - Draft 1

Upcoming:

- SHA Funding towards Green streets
- Sustainable Maryland certification application - ongoing
- Arts & Entertainment Building funding
- Chesapeake Bay Conservation Corps Intern

\$ 161,612.50

**BID FORM
STREETSCAPE PROJECT
TOWN OF NORTH BEACH**

MADE this 6th day of March, 2017,
By Stanley Concrete
Business Address 11035 Guilford Road
Annapolis Junction, MD 20701
Telephone No. 240.508.5029

I/WE, the undersigned bidder, declare that the only person, firm or corporation, or persons, firms or corporations, that has or have any interest in this proposal, or in the Contracts proposed to be taken, is or are the undersigned; that this proposal is made without any connection or collusion with any person, firm, or corporation making a proposal for the same work; that the attached specifications and form of contract and the drawings therein referred to, have been carefully examined and are understood; that as careful an examination has been made as is necessary to become informed as to the character and extent of the work required; and that it is proposed and agreed if the proposal is accepted, to contract with the Town of North Beach, in the form in the specifications and as shown by the drawings.

The following bid price(s) include and cover the furnishing of all materials and labor requisite and proper, and the providing of all necessary machinery, tools, apparatus and means for performing the work, and the doing of all the above mentioned work, in the manner set forth, described and shown in the specifications and on the contract drawings, within the prescribed time:

| NO. | ITEM | UNIT MEAS | QUANTITY | BID UNIT PRICE | BID AMOUNT |
|-----|----------------------------------|-----------|----------|----------------|---------------------|
| 1 | Cutting Ex. Pgmt. Surf. | lf... | 1300 | - 2.80 | 3,640.00 |
| 2 | Asphalt Surface Removal | S.Y, | 300 | 1.64 | 492.00 |
| 3 | Concrete Curb Removal | L. F. | 50 | 4.00 | 200.00 |
| 4 | Conc. Walk removal | sf. | 800 | 1.50 | 1,200.00 |
| 5. | Excavation | cy. | 120 | 31.00 | 3,720.00 |
| 6 | 8" Header Curb | lf | 1200 | 16.00 | 19,200.00 |
| 7 | Std Conc. sidewalk | sf, | 800 | 4.85 | 3,880.00 |
| 8 | Conc. Sidewalks for ped ramps | sf. | 80 | 4.85 | 388.00 |
| 9 | Asphalt milling | sy. | 8100 | 3.80 | 30,780.00 |
| 10 | Surface asphalt overlay | ton | 1150 | 81.50 | 93,725.00 |
| 11 | Place topsoil in planter islands | cy. | 150 | 29.25 | 4,387.50 |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | TOTAL | \$161,612.50 |

The BIDDER hereby acknowledges receipt of the following addenda:

ADDENDA NUMBER

ISSUE DATE

No successful Bidder may withdraw his bid.

Contractor will begin work within 10 calendar days after Notice to Proceed.

Respectfully submitted,

Gary M. Abernathy
Signature

Gary M Abernathy
Printed Name

Vice Pres.
Title

3-6-17
Date

Fencing at Callis Park

March 6, 2017

| | A | B | C | D |
|----|-----------------------------------|--------|-----------|--------|
| 1 | Bidder Name | | | |
| 2 | Long Fence | | | |
| 3 | | | | |
| 4 | Item 1 - Type A | Total | | |
| 5 | 5' 3 Rail Ornamental | 19,437 | | |
| 6 | | | | |
| 7 | Item 2 - Type B | Total | | |
| 8 | 6' PVS Fencing | 13,445 | | |
| 9 | | | Bid Total | 32,882 |
| 10 | Bidder Name | | | |
| 11 | | | | |
| 12 | Abel Fence, LLC | | | |
| 13 | Item 1 - Type A | Total | | |
| 14 | 5' 3 Rail Ornamental | 14,200 | | |
| 15 | Item 2 - Type B | Total | | |
| 16 | 6' PVS Fencing | 15,400 | | |
| 17 | | | Bid Total | 29,600 |
| 18 | Bidder Name | | | |
| 19 | | | | |
| 20 | Talbert Fence and Deck | | | |
| 21 | Item 1 - Type A | Total | | |
| 22 | 5' 3 Rail Ornamental | 14,975 | | |
| 23 | Item 2 - Type B | Total | | |
| 24 | 6' PVS Fencing | 17,480 | | |
| 25 | | | Bid Total | 32,455 |
| 26 | | | | |
| 27 | Bidder Name | | | |
| 28 | | | | |
| 29 | Phoenix Fence Supply, Inc. | | | |
| 30 | Item 1 - Type A | Total | | |
| 31 | 5' 3 Rail Ornamental | 43,800 | | |
| 32 | Item 2 - Type B | Total | | |
| 33 | 6' PVS Fencing | 16,800 | Bid Total | 60,600 |

| NO. | Location | | Annual Maintenance Cost | Mulch Qty/Cost | Total Cost (Add from left to right) |
|-------------|---|---|-------------------------|--------------------------|-------------------------------------|
| FB-20 | New triangle bed SE corner 5 th & Chesapeake municipal lot | | 334.00 | 0 | 334.00 |
| FB-21 | Triangle NE corner 5 th & Chesapeake Ave | | 181.00 | 0 | 181.00 |
| FB-22 26 | Triangle SW corner 5 th & Chesapeake Ave. | | 573.00 | 0 | 573.00 |
| FB-22 | 4014 11 th Street (Overlook Park) | X | 629.00 | 3252 sq. ft. 2674.00 | 8878.00 |
| FB-23 | 4030 11 th Street (Public Works Bldg) | | 2491.00 | 1325 sq. ft. 1,073.00 | 3,564.00 |
| FB-24 | 8930 Bay Ave (Sunrise Gardens) | X | 8285.00 | 4340 sq. ft. 3570.00 | 11,855.00 |
| FB-25 | 9070 Bay Ave (MTA Lot) | | 573. | 300 sq. ft. 282. | 855.00 |
| P1~ | Pots Bay Avenue (25) | | 950. | 600.00 | 1550.00 |
| P2~ | Pots Chesapeake Avenue (11) | | 418. | 264.00 | 682.00 |
| P3~ | Pots 8930 Bay Ave (6) / Sunrise Gardens | | 228. | 144.00 | 372.00 |
| P4~ | Pots 4025 4 th Street/BHM (4) | | 152. | 96.00 | 248.00 |

X = Beds that have an automated sprinkler system.

Please verify the calculation of your math and be aware that in the event of errors in computation, unit price will be the determining factor for the total.

TOTAL LUMP SUM BID BASED ON ESTIMATED QUANTITIES

(TOTAL Flower Bed Maintenance)

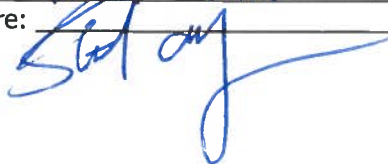
\$ 60,862.00

Bidding Firm: GARNEY ENTERPRISES

Date: 3/6/2017

Authorized Signature: _____

Page | 8



BID NUMBER - PURCH 2017-01
GROUNDS CARE SERVICES/FLOWER BED MAINTENANCE
TOWNWIDE

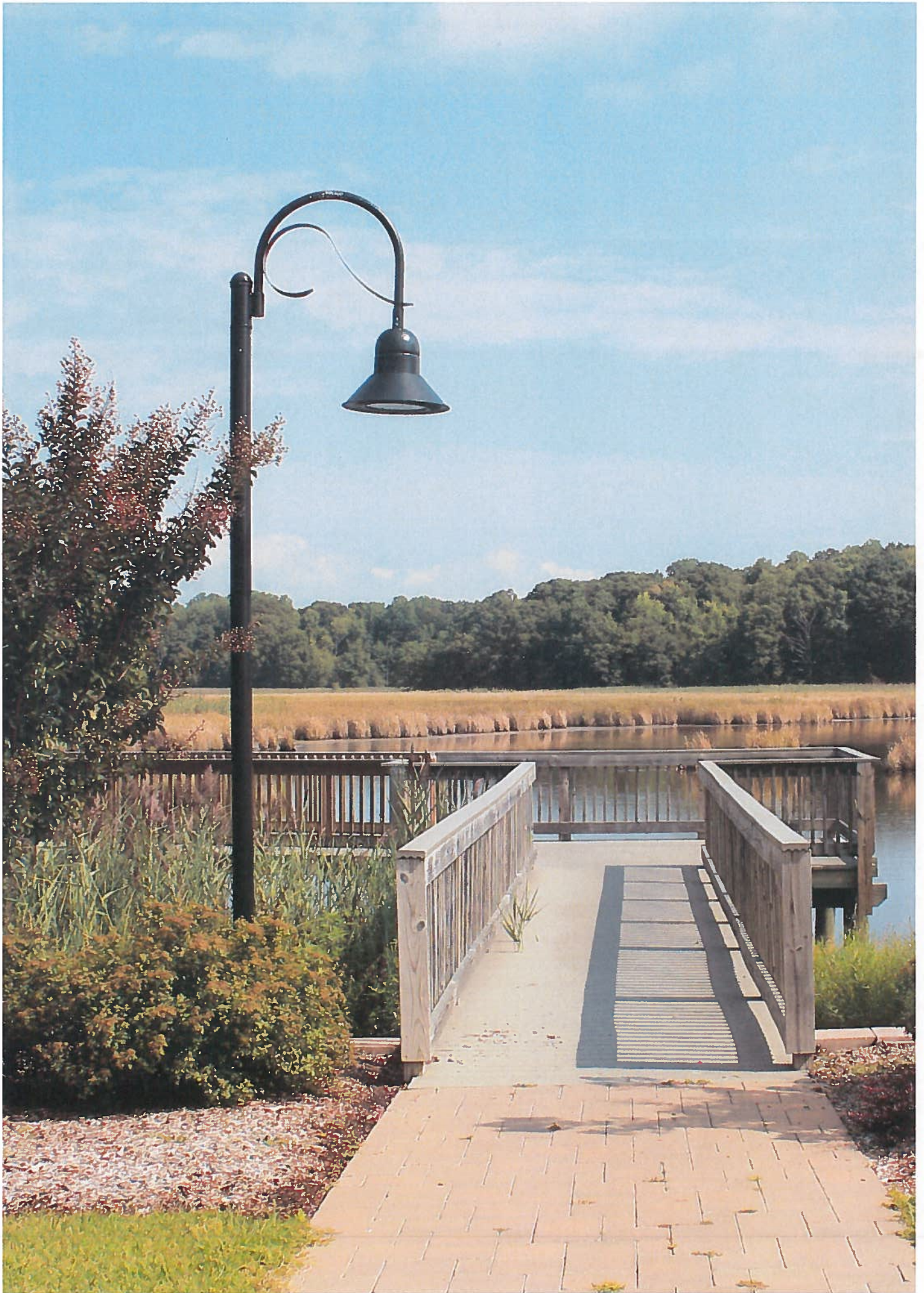
PROPOSAL

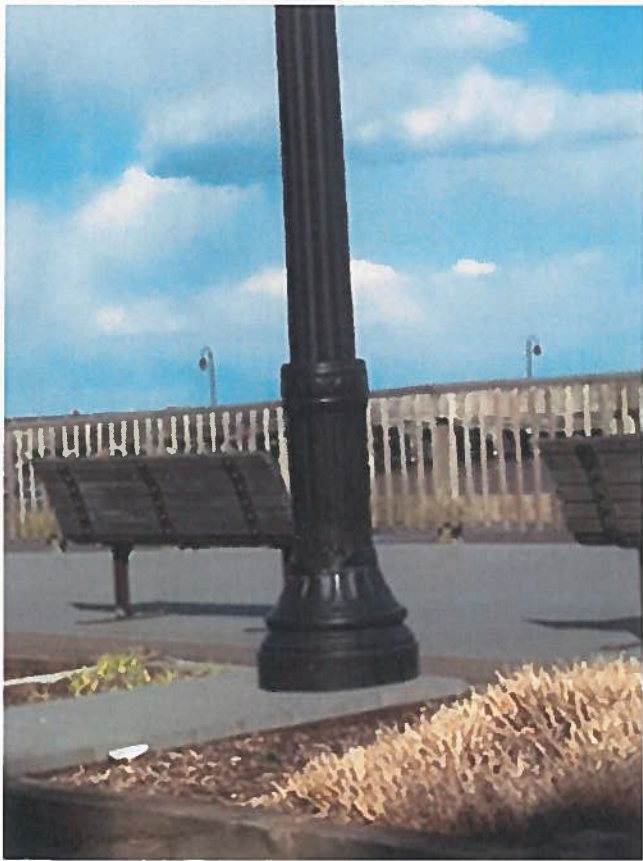
TO THE TOWN OF NORTH BEACH, MARYLAND: The undersigned agrees to provide GROUNDS CARE SERVICES - TOWN OF NORTH, as specified, in accordance with ATTACHED SPECIFICATIONS (See work to be performed) and other documents herein and at the following price(s):

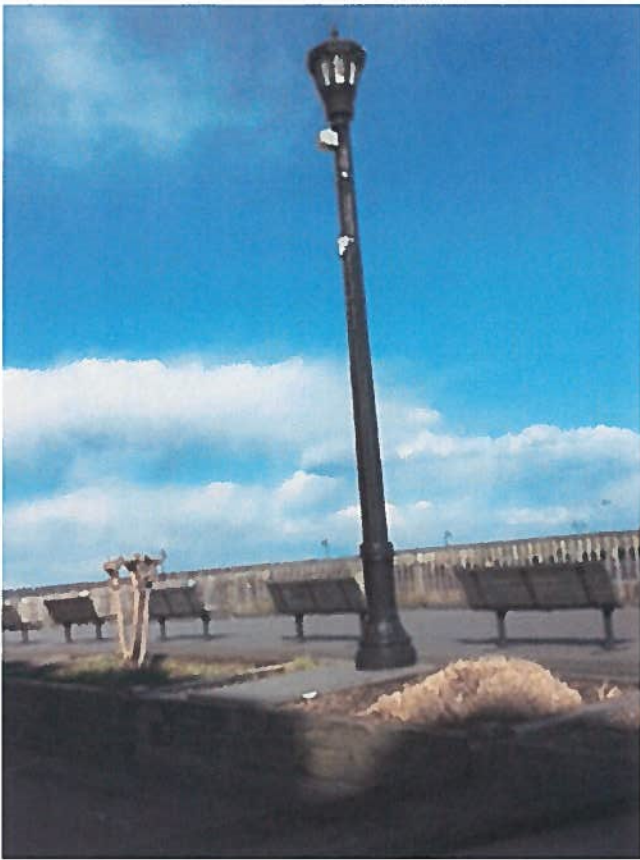
Flower Beds (See work to be performed for details)

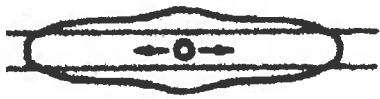
| NO. | Location | | Annual Maintenance Cost | Mulch Qty/Cost for Spring & Fall mulching | Total Cost (Add from left to right) |
|------|---|---|-------------------------|---|-------------------------------------|
| FB-1 | 1 st Street between Chesapeake & Bay Avenue (raised flower boxes) | X | 2558.00 | 1340 sq FT 1,103.00 | 3,661.00 |
| FB-2 | Bay Avenue 1 st Street to 7 th Street (raised flower boxes) | X | 13,517.00 | 7080 sq FT 5,824.00 | 19,341.00 |
| FB-3 | 1 st Street (town sign area) | | 573.00 | 300 sq FT 247.00 | 820.00 |
| FB-4 | Boardwalk (flower bed #1/in front 9141 Atlantic on boardwalk) | | 115.00 | 0 | 115.00 |
| FB-5 | Boardwalk (flower bed #2/ runs along 9111 Bay Ave) | x | 611.00 | 0 | 611.00 |
| FB-6 | Boardwalk (flower Box #3/Triangle) | x | 497.00 | 0 | 497.00 |
| FB-7 | Boardwalk (flower bed #4/Sharons) | x | 1145.00 | 0 | 1145.00 |
| FB-8 | 5 th Street (town sign) | | 69.00 | 36 sq FT 40.00 | 109.00 |

| NO. | Location | Annual Maintenance Cost | Mulch Qty/Cost | Total Cost (Add from left to right) |
|-------|---|-------------------------|-----------------------|--|
| FB-9 | Chesapeake Avenue/2 nd Street (in front 8905 Chesapeake Ave) | 286.00 | 0 | 286.00 |
| FB-10 | Chesapeake Avenue/3 rd Street (beside 4100 3 rd Street) | 687.00 | 0 | 687.00 |
| FB-11 | 8916 Chesapeake Avenue (Town Hall) | 468.00 | 245 sq. ft. 230.00 | 698.00 |
| FB-12 | 8924 Chesapeake (TBHC) | 286.00 | 150 sq. ft. 140.00 | 426.00 |
| FB-13 | 4025 4 th /BHM | 382.00 | 200 sq. ft. 400.00 | 782.00 |
| FB-14 | 9021 Dayton/Raised flower box | 267.00 | 140 sq. ft. 280.00 | 547.00 |
| FB-15 | 9125 Chesapeake 7 th /Chesapeake Municipal Lot | 879.00 | 0 | 879.00 |
| FB-16 | 7 th /Atlantic (corner) | 258.00 | 0 | 258.00 |
| FB-17 | Parking lot 7 th /Annapolis Avenue/sign triangle | 725.00 | 0 | 725.00 |
| FB-18 | Flower Bed/9200 Bay Ave | 40.00 | 0 | 40.00 |
| FB-19 | 9 th /Atlantic (corner) | 153.00 | 0 | 153.00 |









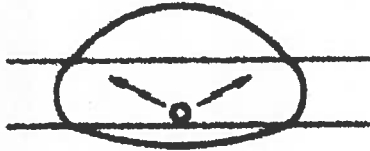
Type I



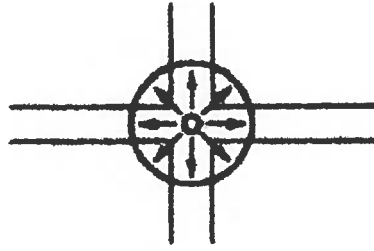
Type II



Type III



Type IV



Type V

TOWN OF NORTH BEACH
8916 Chesapeake Avenue
North Beach, Maryland 20714

RESOLUTION NUMBER: 17-01

A RESOLUTION TO ESTABLISH TOWN OF NORTH BEACH FEES

WHEREAS, The Mayor and the Town Council recognize its responsibility to issue building permits, business licenses, rental licenses and other related services for its citizens.

WHEREAS, Ordinances of the Town of North Beach require that fees for services and use of public facilities be established by resolution of the Town Council.

NOW, THEREFORE BE IT RESOLVED, that the Mayor and Town Council of the Town of North Beach, Maryland establish and set the fees delineated as Enclosure 1, of this resolution, as the fees to be paid for specific services, permits, licenses and inspection.

READ AND ADOPTED THIS 9th DAY OF MARCH 2017.

EFFECTIVE THE 9TH DAY OF MARCH 2017.

By Order of the Town Council
Of the Town of North Beach, Maryland

Mark R. Frazer, Mayor

CERTIFICATION

I, **HEREBY CERTIFY**, that as the duly appointed Town Clerk, that the foregoing **RESOLUTION 17-01** as adopted on the 9th day of March with _____ Council Members present and voting with _____ Aye and _____ Nay votes.

Stacy L. Wilkerson, Town Clerk

March 2017

Town of North Beach
8916 Chesapeake Avenue
PO Box 99
North Beach, Maryland 20714

SCHEDULE OF FEES

RENTAL LICENSE

Renewal every three years with an inspection done within the three-year cycle. Additional inspections can be required if complaints are received for substandard conditions.

| | |
|------------------------------|----------------------------------|
| Per Unit with one inspection | \$55.00 (\$150.00 every 3 years) |
| One re-inspection | \$75.00 |
| Second re-inspection | \$100.00 |
| Vacation Rentals | \$150.00 (every 3 years) |

BUSINESS LICENSE

Annual

Annual Inspection

All Fees include one Inspection

\$25.00 per day penalty for failure to complete inspections
\$50.00 per day for each day in violation for operating without a license

Business may require several licenses based on operation. Any person or persons engaged in any business for profit within the Town limits not hereinbefore specified shall pay an annual license fee of not less than \$50.00 or such amount as the Town Council may determine.

| | |
|--|---------|
| Alcoholic Beverages (On-Sale) (Not including Beer & Wine) | \$80.00 |
| Alcoholic Beverages (Off-Sale) (Not including Beer & Wine) | \$55.00 |
| Antique | \$55.00 |

| | |
|---|--|
| Artist Studio | \$55.00 |
| Auctioneer | \$55.00 |
| Auto Sales | \$55.00 |
| Bakery | \$55.00 |
| Barber Shop | \$55.00 |
| Beauty Parlor | \$55.00 |
| Bed & Breakfast | \$55.00 1 st Room \$35.00 each additional room |
| Beer & Wine, only (On-Sale) | \$80.00 |
| Beer & Wine, only (Off-Sale) | \$80.00 |
| Billiard Parlor | \$105.00 |
| Boarding/Rooming House | \$55.00 1 st Room \$35.00 each additional room |
| Boats & Jet Skis (Power for hire) | \$1,650 per season for the First three. Additional \$150.00 for each after that. |
| Boats (non-power) rafts, skis - for hire | |
| Carnival License (case by case set by Town Council) | \$50.00 to \$250.00 |
| Coin operated vending/amusement machines (Special License) per machine (candy, soda, laundry type machines) | \$20.00 |
| Contractors and Builders (Carpenters, brick layers, masons, roofers, electricians. All building & landscaping trades) | \$55.00 |
| Crafts (hobby crafts, ceramics, etc.) | \$55.00 |
| Delicatessens | \$55.00 |
| Drug Stores | \$55.00 |
| Dry Cleaning and Laundry Services | \$55.00 |

| | |
|---|--------------------|
| Entertainment License | \$105.00 per event |
| Firearms, Sales | \$220.00 |
| Filling and Service Station | \$55.00 |
| Food Stands | \$55.00 |
| Furniture Stores | \$55.00 |
| Garage & Repair Shops | \$55.00 |
| Garden and Plant Shops | \$55.00 |
| Gift Shops | \$55.00 |
| General Merchandise or Notions | \$55.00 |
| Grocery and/or meat dealers | \$55.00 |
| Hardware Stores | \$55.00 |
| Hotels (per room) | \$55.00 |
| Hucksters and Produce dealers | \$55.00 |
| Jewelry Store | \$55.00 |
| Motels (per room) | \$40.00 |
| Moving pictures and other performing theaters | \$105.00 |
| Parking lot (private) | \$55.00 |
| Photographers | \$55.00 |
| Pool Hall | \$105.00 |
| Pool/Billiard Table (per table) | \$25.00 |
| Public Garages & repair shops | \$55.00 |
| Real Estate Brokers | \$55.00 |

| | |
|---|---|
| Restaurant or lunchroom | \$55.00 |
| Rooming House | \$55.00 1 st room \$35.00 each additional |
| Seafood (fresh) | \$55.00 |
| Shoe repair and valet service | \$55.00 |
| Stands, amusement | \$55.00 |
| Tavern | \$55.00 |
| Taxicabs and other vehicles for hire (First two vehicles, \$20.00 for each additional) | \$55.00 |
| TV sales/service | \$55.00 |
| Wholesale merchandise dealers | \$55.00 |

BUILDING PERMITS

Permit VOID if work is not started within 90 days

All work must be completed one year from the date of issuance.

Any person who commences to work which requires a Building Permit before obtaining the necessary permit, shall be subject to a penalty of 100% of the usual permit fee in addition to required permit fee.

Penalties for Failure to Comply with BOCA Codes and the Town of North Beach Codes

Penalties for Failure to Comply with the Codes

A Municipal Citation not to exceed \$1,000 may be imposed for each Conviction of a municipal infraction. The fine is payable within 20 Calendar days of receipt of the citation.

| | |
|--|----------|
| Moving Fee (for the moving of any building or structure) | \$100.00 |
| Demolition of existing structure | \$100.00 |
| Miscellaneous Zoning Permit | |
| 1. Fences | \$30.00 |
| 2. Sheds | \$30.00 |
| 3. Tree Removal | \$30.00 |

| | |
|---|--------------------------|
| 4. Roofing, remodeling, repairs to home | \$30.00 |
| 5. Swimming Pools (above ground) | \$30.00 |
| 6. PODS | \$50.00 |
| Zoning Permit (County building permit required) | |
| 1. New Construction | \$250.00 |
| 2. Addition | \$150.00 |
| 3. Garage | \$150.00 |
| Use and Occupancy | |
| Change in Use or Tenant | \$100.00 |
| New Building or Structure | \$100.00 per use or unit |

ZONING PERMIT APPLICATIONS

CATEGORY II SITE PLAN (COMMERICAL AND MULTI-FAMILY UNITS):

| | |
|--|------------|
| 1 unit, minimum fee | \$250.00 |
| 2-15 units, or up to \$500,000 value | \$450.00 |
| 16-30 units, or \$500,000 to \$1,000,000 | \$850.00 |
| 31-45 units, or \$1,000,000 to \$1,500,00 | \$1,250.00 |
| 45-60 units | \$2,050.00 |
| 61-75 units | \$2,850.00 |
| 76-90 units | \$4,850.00 |
| Larger numbers of units (estimates upon request) | |

PLANNING COMMISSION/BOARD OF APPEALS

| | |
|--|-----------|
| Special Exception | \$350.00 |
| Departure from parking requirements | \$225.00 |
| Zoning Variance (Deviation from the Ordinance) | \$200.00 |
| Appeals (Zoning decision or interpretation) | \$200.00 |
| Re-zoning (Filing to change an existing zoning) | \$1500.00 |
| Nonconforming use (Alterations or expansion) | \$150.00 |
| Zoning Ordinance Amendment (filed from the public) | \$350.00 |

| | |
|---|----------|
| Home Occupation | \$125.00 |
| Vacation Rental Special Exception and License Per Unit | \$350.00 |

SIGN PERMIT

| | |
|-------------|---------|
| Sign Permit | \$50.00 |
|-------------|---------|

SUB-DIVISION

| | |
|--|----------|
| Re-platting of lots (not creating a new lot) | \$125.00 |
| Re-platting of lots (creating a new lot) | \$250.00 |

FISHING PIER FEES

| | |
|--------------------------------|---------|
| Out of Calvert County | |
| First Pole | \$7.00 |
| Second Pole | \$5.00 |
| Two pole maximum | |
| Season Pass (non-transferable) | \$65.00 |

BEACH FEES

| | |
|--------------------------------|-----------|
| Calvert County Residents | |
| Adults (ages 12-54) | \$7.00 |
| Children (ages 3-11) | \$4.00 |
| Seniors (ages 55 & up) | \$4.00 |
| Children 2 and under | FREE |
| Adult Season Pass (12 -54) | \$50.00 |
| Children Season Pass (3 - 11) | \$25.00 |
| Family Pass (5 people) | \$200.00 |
| Out of Calvert County Visitors | |
| Adults (ages 12-54) | \$17.00 |
| Children (ages 3-11) | \$9.00 |
| Seniors (ages 55 & up) | \$9.00 |
| Children 2 and under | FREE |
| Adult Season Pass (12-54) | \$120.00 |
| Children Season Pass (3-11) | \$ 100.00 |
| Family Pass (5 people) | \$400.00 |

RENTAL FEES

| | |
|----------------------|---------|
| Umbrellas | \$15.00 |
| Chairs | \$10.00 |
| Chaise Lounge Chairs | \$15.00 |
| Fisherman Chairs | \$15.00 |
| Boat Slips | FREE |

ATM MACHINE & CREDIT CARD FEE

| | |
|--|--------|
| ATM machine service charge | \$3.00 |
| Credit Card Usage service charge (on-line web pay) | \$2.00 |

WATER AND SEWER FEES

| | |
|--------------------------------|-------------------|
| Water Connection Fee (at cost) | \$2000.00 deposit |
| Water Tap Fee | \$3500.00 |
| Sewer Connection Fee (at cost) | \$2000.00 deposit |
| Sewer Tap Fee | \$17,250.00 |

As per Section 2.2 in the Water and Sewer Manual

2.2 APPLICATION AND PERMIT. When the property owner is ready to connect to the water and sewer system, he shall complete an "Application and Permit for Water or Sewer Connection" in duplicate and make a payment to the Town in an amount equal to the Capital Connection Charge the estimated Connection Fee and the Permit Fee. At the time of application, the Town will estimate the cost of the Connection Fee. The applicant will pay to the Town the full estimated cost of the connection prior to the permit being issued. After the Town has completed the connection any amount of the estimated Connection Fee in excess of the actual cost to the Town will be returned to the applicant. Similarly, any actual costs in excess of the estimated connection fee must be paid by the applicant. The actual cost to the Town to make the connection shall include but not be limited to labor, equipment, materials, subcontract services, engineering fees or any other cost directly incurred by the Town in making the required installation.

WATER AND SEWER USAGE SCHEDULE

| | |
|----------------------|----------------------|
| Water: | |
| First 10,000 Gallons | \$42.20 |
| Next 15,000 Gallons | \$2.00 Per Thousand |
| Next 25,000 Gallons | \$1.50 Per Thousand |
| Over 50,000 | \$ 1.00 Per Thousand |

| | |
|----------------------|---------------------|
| Sewer: | |
| First 10,000 Gallons | \$91.00 |
| Next 15,000 Gallons | \$2.80 Per Thousand |
| Next 25,000 Gallons | \$2.07 Per Thousand |
| Over 50,000 Gallons | \$1.39 Per Thousand |
| Water Turn Off Fee: | \$40.00 |
| Meter Test Deposit | \$40.00 |

Turn On Charge: If a delinquent water and sewer bill has not been paid by the close of business by the date specified on the Water Turn Off Notice, the water will be shut off and the customer account will automatically be charged an additional \$40.00 Turn Off Fee. If for any reason the Town is unable to turn off the water by the designated date, the account will still be assessed the \$40.00 Turn Off Fee. Water will not be reconnected until the account is paid in full. During the period when the water and sewer is shut off, the owner will still be responsible for the payment of minimal water and sewer use fees, as well as, sewer and water benefit fees.

WATER AND SEWER RATE SCHEDULE

| | | |
|----------------------|----------|--------------------------------------|
| Water Benefit Annual | \$110.10 | (Special Assessment) |
| Water Use Minimum | \$42.20 | |
| Sewer Benefit Annual | \$221.20 | (Special Assessment) |
| Sewer Use Minimum | \$91.00 | |
| Total Minimum | \$133.20 | (New/Does not include the Flush Tax) |
| MD Flush Tax | \$15.00 | |

ADMINISTRATIVE TIME

| | |
|--|-------------------------------|
| Xeroxed documents | \$.25 per copy/per sheet |
| Preparation and Search Fee (per Md Annotated Code Public Information Act: 10-621: Fees | \$ 25.00 1 st hour |
| | \$ 20.00 each add. Hour |

Note: All requested items must be in writing. Fees will occur after two hours of administrative work has been done.

RETURN CHECK FEE

Any check returned will be charged a fee of \$40.00.

MISCELLANEOUS FEES

Tax Rate FY2017

.06325 per assessed \$100 value

Refuse Fee / Annual Fee \$295.00 (Utility Tax Rate

\$1.80 per assessed \$100 value

CODE ENFORCEMENT/PARKING FINES

Illegal Parking Fine

- | | |
|---------------------------------|---------|
| a) 2-hour parking | \$35.00 |
| b) All other parking violations | \$50.00 |

Grass Cutting Fine

This fine is for individual homeowners who do not cut their grass once it exceeds the 8-inch growth mark.

| |
|---------------------------------------|
| \$75.00 1 st offense |
| \$250.00 2 nd offense |
| \$500.00 3 rd & subsequent |

Hazardous Abatement Administrative Fee

15% of Bill Per Incident

PUBLIC FACILITIES SPACE PERMIT APPLICATION

This application is used to reserve space at the following locations to use at an hourly rate for an event other than a wedding; pier, pavilion, Callis Park, Wetlands Overlook Park. This application can be modified from time to time and rates adjusted as needed. This application is referred to as attachment "A" in this schedule.

WEDDING APPLICATION

This application is used to reserve space at the following locations; T-Section of the pier, Wetlands Overlook Park; Sunrise Gardens and the Pavilion. This application can be modified from time to time and the rates adjusted as needed. This application is referred to as attachment "B" in this schedule.

Office Use Only:

Total: \$ _____

25% Deposit to hold date: \$ _____

Amount Owed: \$ _____
 Due 30 days prior to event date.

Paid: _____
 Check
 Credit Card



TOWN OF NORTH BEACH
 PO BOX 99
 NORTH BEACH, MD 20714

PUBLIC SPACE PERMIT APPLICATION

Date Submitted: _____ Date Facility is Needed: _____
 Time Facility is Needed (start to finish): _____

The undersigned hereby applies for a license to use a public facility of the Town of North Beach, Maryland.

Name of person/organization applying: _____

Address: _____

Telephone Number: _____

Description of Event: _____

Facility to be used: (Complete reverse side): _____

.....

It is understood that all costs, including electricity and clean up shall be our responsibility. The Town Staff shall compute costs on reverse side of this form.

REPRESENTATIVE: (Printed) _____

REPRESENTATIVE: (Signature) _____

Contact Number for Day of Event: _____

Email address: _____

.....

Fees Paid \$ _____

Permit No: _____

 Stacy Wilkerson, Town Clerk

 Richard Ball, Waterfront Manager

TOWN OF NORTH BEACH

Facility to be used:

_____ T- Section of Pier _____ Sunrise Gardens
_____ Pavilion _____ Wetlands Overlook Park
_____ Callis Park _____ Other

FEE SCHEDULE
FOR USE OF PUBLIC FACILITIES
Maximum 4 hours per location

_____ Usage (\$175.00 per hour for each location) \$ _____
_____ Electric Requirement (\$50.00 for connection) \$ _____
_____ Tent
_____ 10x20 \$350.00 \$ _____
_____ 20x20 \$450.00 \$ _____
_____ 20x40 \$650.00 \$ _____
_____ Chairs (\$1.00 each) 250 available \$ _____
_____ Tables (\$10.00 each) \$ _____
60' inch rounds (20)
6' banquet (7)
8' banquet (4)
_____ Pop Ups (\$25.00 each) 4 available \$ _____
TOTAL \$ _____

Town of North Beach Agreement

- 1) Free movement on other parts of the pier, boardwalk, beach and park will not be impeded.
2) RESERVATIONS: Reservations will be processed when a signed contract and the appropriate reservation deposit are received and countersigned by The Town of North Beach representative. For events, the reservation deposit is 25% of the total. Verbal reservations will be held for 10 days to allow a client to submit a credit card or check. Due to the volume of requests, dates will not be held for more than 10 days. The balance of the event fee is due thirty (30) days prior to the scheduled event.

- 3) **CANCELLATION** : There shall be NO refund of deposit 48 hours from the signing of agreement and 25% deposit is received. If the event is cancelled within 90 DAYS of the event date, the client shall pay the balance of the contract due to the high probability that The Town of North Beach will not be able to further book that date. Once a balance is paid, it is **NONREFUNDABLE**. Cancellation must be in writing even if a phone call was made to inform The Town of North Beach of the cancellation.
- 4) **INCLEMENT WEATHER POLICY**: In order to protect the safety and well-being of all concerned, The Town of North Beach reserves the right to cancel the event in the face of a major act of God, such as, but not limited to hurricanes, floods, blizzards and severe rain storms with a full refund of all deposits to the client. If the client has elected the Large Wedding Package on the pier for 150 people, the rental of the tent will not be refunded. It is recommended that each wedding party have a sufficient indoor wedding plan in case of inclement weather.
- 5) **TRANSPORT SERVICE**: The undersign agrees to hold harmless the Town of North Beach for any items damages during transport, i.e: wedding cakes, decorations, catering food and items, all beverages. Any item that is the property of the party and hired contractors by the wedding partying that will be transported by the Town of North Beach. The undersign also agrees to hold harmless any personal injuries resulting from the transport of persons to and from the restroom facilities on Town approved golf carts.
- 6) The undersign agrees to assume the risk of loss to any property, whether from breakage, damage, loss, theft, and disappearance of any other cause, for the duration of the event, including set up and closing. Further, I agree to indemnify and hold The Town of North Beach harmless from any and all claims, actions, damages, liability and expense including attorney's fees in connection with loss of life, personal injury and /or damage that may be done or suffered by reason of my fault and their guest or negligence in the performance of or failure to perform my responsibilities.

Representative signature

Printed name

Office Use Only:

Total: \$ _____

25% Deposit to hold date: \$ _____

Amount Owed: \$ _____
 Due 30 days prior to event date.

Paid: _____
 _____ Check
 _____ Credit Card



TOWN OF NORTH BEACH
 PO BOX 99
 NORTH BEACH, MD 20714

WEDDING APPLICATION

Date Submitted: _____ Date Facility is Needed: _____
 Time Facility is Needed (start to finish): _____

The undersigned hereby applies for a license to use a public facility of the Town of North Beach, Maryland.

Name of person applying: _____

Address: _____

Telephone Number: _____

Email Address: _____

Description of Event: _____

REPRESENTATIVE: (Printed) _____

REPRESENTATIVE: (Signature) _____

Contact Number for Day of Event: _____

.....

Fees Paid \$ _____

Permit No: _____

 Stacy Wilkerson, Town Clerk

 Richard Ball, Waterfront Manager

** If your event requires specialized services, from other agencies and/or clean up, additional fees will be assessed and they will be calculated based on the impact of the community.

Facility to be used:

- _____ T- Section of Pier (Ceremony & Package)
- _____ Wetlands Overlook Park (Ceremony & Package)
- _____ Sunrise Gardens (Ceremony Only)
- _____ Pavilion (Ceremony Only)

**FEES SCHEDULE
FOR USE OF PUBLIC FACILITIES**

Ceremony Only:

| | |
|---|-----------------------|
| _____ Usage - \$175.00 per hour | \$ _____ |
| _____ Electric Requirement (\$50.00 for connection) | \$ _____ |
| _____ Tent - White Canopy | |
| _____ 10x20 (350.00) | |
| _____ 20x20 (\$450.00) | |
| _____ 20x40 (\$650.00) | |
| | \$ _____ |
| _____ Chairs (\$1.00 each) 250 available | \$ _____ |
| _____ Tables - \$10.00 each | |
| 60' inch rounds (20) | |
| 6' banquet (7) | |
| 8' banquet (4) | |
| | \$ _____ |
| _____ Pop Ups (\$25.00 each) 4 available | \$ _____ |
| | TOTAL \$ _____ |

_____ Complete Wedding and Reception Package - Pier Only
Can accommodate up to 200 people

6 hours to include:

40 x 60 white tent with lights, 20 round white tables (seats 10 per table),
200 Chairs, 4 - Eight foot banquet tables, Electric, Water, Set up and
Breakdown of tables and chairs, transport of guest to restrooms,
transport assistance of food and beverage

Total **\$7500.00**

_____ Complete Wedding and Reception Package – Pier and Wetlands Park
Can accommodate up to 80 people

6 hours to include:

40x20 tent with lights, 10 round white tables (seats 8 per table), 100 chairs, 4 – Eight foot banquet tables, Electric, Water, Set up and Breakdown of tables and chairs and town attendants

Total **\$4,000.00**

Town of North Beach Wedding Agreement

- 1) Free movement on other parts of the pier, boardwalk, beach and park will not be impeded.
- 2) **RESERVATIONS:** Reservations will be processed when a signed contract and the appropriate reservation deposit are received and countersigned by The Town of North Beach representative. For wedding ceremonies and receptions, the reservation deposit is 25% of the total. Verbal reservations will be held for 10 days to allow a client to submit a credit card or check. Due to the volume of requests, dates will not be held for more than 10 days. The balance of the event fee is due thirty (30) days prior to the scheduled event.
- 3) **CANCELLATION :** There shall be NO refund of deposit 48 hours from the signing of agreement and 25% deposit is received. If the event is cancelled within 90 DAYS of the event date, the client shall pay the balance of the contract due to the high probability that The Town of North Beach will not be able to further book that date. Once a balance is paid, it is **NONREFUNDABLE**. Cancellation must be in writing even if a phone call was made to inform The Town of North Beach of the cancellation.
- 4) **INCLEMENT WEATHER POLICY:** In order to protect the safety and well-being of all concerned, The Town of North Beach reserves the right to cancel the event in the face of a major act of God, such as, but not limited to hurricanes, floods, blizzards and severe rain storms with a full refund of all deposits to the client. If the client has elected the Large Wedding Package on the pier for 150 people, the rental of the tent will not be refunded. It is recommended that each wedding party have a sufficient indoor wedding plan in case of inclement weather.
- 5) **TRANSPORT SERVICE:** The undersign agrees to hold harmless the Town of North Beach for any items damages during transport, i.e: wedding cakes, decorations, catering food and items, all beverages. Any item that is the property of the wedding party and hired contractors by the wedding partying that will be transported by the Town of North Beach. The undersign also agrees to hold harmless any personal injuries resulting from the transport of persons to and from the restroom facilities on Town approved golf carts.
- 6) The undersign agrees to assume the risk of loss to any property, whether from breakage, damage, loss, theft, and disappearance of any other cause, for the duration of the event, including set up and closing. Further, I agree to indemnify and hold The Town of North Beach harmless from any and all claims, actions, damages, liability and expense including attorney's fees in connection with loss of life, personal injury and /or damage that may be

done or suffered by reason of my fault and their guest or negligence in the performance of or failure to perform my responsibilities.

Representative signature

Printed name

RESOLUTION 17-02

**A RESOLUTION OF THE MAYOR AND COUNCIL
OF THE CITY OF NORTH BEACH, MARYLAND,
ADOPTING A PUBLIC WORKS MUTUAL AID AGREEMENT**

WHEREAS, the Federal Government, by virtue of the Federal Department of Homeland Security through its Federal Emergency Management Agency, has recommended and actively encourages the formation of mutual aid agreements between local jurisdictions and/or taxing districts for reciprocal disaster response and recovery assistance; and

WHEREAS, the State of Maryland, by virtue of directives from the Governor through the Maryland Emergency Management Agency and the State of Maryland Core Plan for Emergency Operations has fully endorsed the formation and execution of such mutual aid arrangements between public agencies and political subdivisions within the State; and

WHEREAS, in the case of an emergency or disaster that exceeds the resources of the City's Public Works Department it is often desirable and necessary to request additional public works personnel, equipment and/or material from other jurisdictions; and

WHEREAS, in the case of an emergency or disaster that exceeds the resources of another municipality's Public Works Department it is often desirable and appropriate that the City provide public works personnel, equipment and/or material assistance to that municipality; and

WHEREAS, the Mayor and Council recognize that such an emergency or disaster is likely to arise and desire to agree in advance to a system of mutual aid and assistance to meet such a situation, and at the same time to allocate risk and responsibility; and

WHEREAS, it is in the public interest to enhance, foster and maintain a positive working relationship with other local governments as part of the City's emergency management plan.

WHEREAS, the Maryland Municipal Public Works Association has developed an agreement for the purpose of establishing a mutual aid and assistance plan, a copy of which is attached; and

WHEREAS, the Mayor and Council have determined that it is in the public interest that the City enter into such an agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of The Town of North Beach that the City shall enter into a Public Works Mutual Aid Agreement, in substantially the form attached, and that the Mayor be and he is hereby authorized to sign said Agreement.

ADOPTED, by the Mayor and Council of Town of North Beach, Maryland at a regular meeting and effective on the _____ day of _____, 2017.

TOWN OF NORTH BEACH,
MARYLAND

Stacy Wilkerson, Town Clerk

Mark R Frazer, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

John F. Shay
Town Attorney

**THE MARYLAND MUNICIPAL PUBLIC WORKS ASSOCIATION
PUBLIC WORKS MUTUAL AID AGREEMENT**

THIS AGREEMENT is entered into this ____ day of, _____ 20____, by and between the undersigned municipalities, hereinafter collectively referred to as the "municipalities" or the "Parties".

WHEREAS, the staff of the Department of Public Works of the Parties are charged with providing public work services to the residents within their respective jurisdictions; and

WHEREAS, the Federal Government, by virtue of the Federal Department of Homeland Security through its Federal Emergency Management Agency, has recommended and actively encourages the formation of mutual aid agreements between local jurisdictions and/or taxing districts for reciprocal disaster response and recovery assistance; and

WHEREAS, the State of Maryland, by virtue of directives from the Governor through the Maryland Emergency Management Agency and the State of Maryland Core Plan for Emergency Operations, has fully endorsed the formation and execution of such mutual aid arrangements between public agencies and political subdivisions within the State, and

WHEREAS, in the case of an emergency or disaster arising within the jurisdictional limits of a signatory municipality hereto, it is often desirable and necessary to require additional public works personnel, equipment and/or material, beyond that which each individual public works department is able to furnish from its own resources, to combat such an emergency or disaster, and

WHEREAS, the signatory municipalities hereto recognize that such an emergency or disaster is likely to arise and desire to agree in advance to a system of mutual aid and assistance to meet such a situation, and at the same time to allocate risk and responsibility among themselves, and

WHEREAS, it is the mutual desire of each of these municipalities to enhance, foster and maintain the positive working relationship currently existing between them.

NOW THEREFORE, in consideration of the foregoing premises and other covenants and conditions herein contained, the adequacy and sufficiency of which is hereby acknowledged, the Parties, by their undersigned officials, do hereby agree as follows:

ARTICLE I – DEFINITIONS

1. **REQUESTING PUBLIC WORKS DEPARTMENT** - This term shall collectively refer to the Party, its authorized agents, employees, volunteers, officers, representatives and servants which requests or requires additional public works resources to combat an emergency or disaster within its jurisdictional limits.

2. RESPONDING PUBLIC WORKS DEPARTMENT – This term shall collectively refer to the Party, its authorized agents, employees, volunteers, officers, representatives and servants from whom aid or assistance is requested.

3. PUBLIC WORKS RESOURCES – This term shall refer to any personnel, equipment or material, employed or owned by the political subdivision or public agency, used in the performance of public works activities.

4. DISASTER – This term shall mean an occurrence or threat of widespread or severe damage, injury or loss of life or property resulting from any natural, technological or manmade cause, including but not limited to fire, flood, earthquake, wind, storm, hazardous materials spill or water contamination requiring emergency action to avert danger or damage, epidemic, air contamination, blight, extended periods of severe and inclement weather, drought, infestation, critical shortages of essential fuels and energy, explosion, riot or hostile military or paramilitary action.

5. EMERGENCY – This term shall refer to any situation that requires immediate response by the jurisdiction's first response departments or agencies to save lives, protect property and public health, or to lessen or avert the threat of a disaster. This includes but is not limited to a major disaster or emergency declared by the President, a state of emergency declared by the Governor of the State of Maryland, or the declaration of a local emergency by the chief operating officer of a municipality, or their designees.

ARTICLE II- SCOPE OF AGREEMENT

1. The Governor of Maryland's Homeland Security Declaration #5 (HSD5) provides, in part, that the governing body of any municipality may enter into reciprocal agreements in order to establish and carry into effect a plan to provide mutual aid through furnishing of the services of its public works staff together with all necessary equipment in the event of an emergency, disaster or terrorist threat situation as provided in the Federal Homeland Security Act of 2002, Presidential Directives HSPD 2 through HSPD 12 and the Governor of Maryland's Homeland Security Directive #2 (HSD2). Article 23A, Section 8C, of the Annotated Code of Maryland also authorizes municipal corporations in Maryland to lend or provide the use of tools, vehicles, implements, materials, consultants, services and other assistance to another political subdivision for public purposes that are of benefit to the municipal corporation and the other political subdivision.

2. Pursuant to authorities stated in Article II, Section 1, above, the undersigned, as the governing bodies, have determined by their adoption of this Agreement that when an emergency or disaster situation exists and the Department of Public Works for any or all of the Parties, shall have committed, or shall foresee the need to commit, all of their readily available resources to provide reasonable and responsive action to any present or future incident or event, the mutual aid provided herein may be utilized.

ARTICLE III – JURISDICTION

1. In the event of an emergency or disaster, public works staff from the responding public works agencies shall take operational direction from the senior public works official, or his or her designee, of the requesting jurisdiction through the designated representatives of the

responding agencies while operating within the jurisdictions of any other signatory municipality.

2. Mutual aid may be provided under this Agreement when an emergency or disaster situation arises and the public works department of a signatory municipality shall have committed, or shall foresee the need to commit, all of its readily available resources to any present or future incident or event.

ARTICLE IV – AUTHORITY

1. Pursuant to the legislative action approving this Agreement the undersigned, as the governing bodies, as confirmed by the Municipal Resolutions or Ordinances attached hereto, and in accordance with the Governor of Maryland's Homeland Security Directive #5 (HSD5) and Article 23A, Section 8C, of the Annotated Code of Maryland, and by the execution of this Agreement, the public works staff of each signatory municipality shall comply with the following procedures with respect to public works operations and actions within the jurisdiction of any other signatory municipality during any emergency or disaster situation.

2. All calls for service concerning emergency or disaster situations having occurred or presently occurring within the jurisdiction of a public works department of a signatory municipality shall be referred to that department.

3. Pursuant to the terms of this Agreement, public works staff of the public works department of any signatory municipality will function in their normal work descriptions and capacities within the jurisdiction of the public works department of any other signatory municipality in emergency or disaster situations. The designated senior public works officials of the responding public works departments will coordinate with the senior public works official of the requesting public works department to ensure that appropriate and available staff, equipment and/or material is rendered for the most effective recovery from the emergency or disaster.

4. The requesting public works department shall make a joint request for reimbursement on behalf of itself and all responding public works departments, when appropriate, to County, State, Federal or private agencies under a declaration of a State of Emergency or when otherwise available. All documentation required for incident management and reimbursement shall be done in the format, manner and timeliness prescribed by the requesting public works department.

5. Pursuant to the terms of this Agreement, no public works staff of the public works department of a signatory municipality shall engage in any operations or service provision within the boundaries of any other signatory municipality not associated directly with the emergency or disaster for which assistance has been requested. Each public works department must forward copies of any documentation regarding staff, equipment or materials used, or caused to be used, within the jurisdiction of any other signatory municipality to the public works department of that municipality in accordance with the reporting provisions of Article IV, subsection 4 of this Agreement.

6. The requesting public works department shall attempt to use direct radio communications with the responding public works department or departments, if the

technology exists and is operational. In the absence of direct radio communications, responding public works staff shall communicate directly with their respective communications centers that in turn shall communicate directly with the requesting public works department's communication center.

ARTICLE V - USE OF RESOURCES

1. Pursuant to the terms of this Agreement, the senior, on-duty public works official of a public works department of a signatory municipality in charge of any emergency or disaster situation within that jurisdiction is authorized to determine the need for additional public works resources in an emergency or disaster.
2. Once the determination of the need for additional public works resources has been made, said official may request from the senior on-duty public works official of any other public works department of a signatory municipality such resources as may be necessary and available to meet the need. Whenever possible, this request shall be in writing.
3. Pursuant to the terms of this Agreement, the Public Works Director or designee of any public works department of a signatory municipality may determine the need for additional public works resources as may be necessary for any future emergency or disaster situation within that jurisdiction.
4. Once the determination of the need for additional public works resources as may be necessary to address any future emergency or disaster situation has been made, said official may request from the Public Works Director of any other signatory public works department such resources as may be necessary and available to meet that anticipated future need. This request shall be in writing.
5. When a request for aid is made under this Agreement, the Public Works Directors of the responding public works departments of signatory municipalities have the responsibility, the terms of this Agreement notwithstanding, to determine the extent of aid available from their departmental resources which are not required for adequate protection or regular day to day operations of their own jurisdictions.
6. In the event that a request for additional public works resources is made pursuant to Article V, Sections 2 or 4 of this Agreement, the following procedures shall be followed:
 - a. All requests for resources shall include:
 1. The name and position of the public works official making the request,
 2. The nature and location of the emergency or disaster,
 3. The number and type(s) of personnel requested,
 4. The type(s) of equipment and/or material needed, and
 5. The name, title and location of the public works official to whom assisting personnel shall report.
 - b. The public works official receiving such a request shall communicate the request immediately to that official's Public Works Director or designee, who shall consider the circumstances of the request and the capability of the Director's department to provide the

requested assistance. If the Public Works Director determines that the request can be met, the Director shall provide such assistance, including necessary personnel, equipment and/or material, as is consistent with the request, and shall promptly notify the requestor of the number of personnel, and the amount and type of equipment and/or material being provided.

c. If a Public Works Director or designee who receives a request determines that the request cannot be met, the Director has the absolute right to refuse any public works assistance to the requesting department consistent with the responding department's primary responsibility of providing emergency assistance and routine day to day operations to the responding department's own jurisdiction. Such decision shall be final.

d. Nothing contained herein shall be construed to impose a duty on the public works department of any signatory municipality, its staff, employees or agents, to provide public works resources to a requesting public works department under the terms of this Agreement, and no liability shall attach for a failure to do so. In addition, once public works resources have been provided, no liability shall attach for withdrawing such resources, or portions thereof, which withdrawal shall be in the sole and unfettered discretion of the responding public works department.

e. Subject to Article IV of this Agreement, assisting personnel from the responding public works department, together with their equipment and/or materials, shall be under the sole control and direction of the responding public works department. The responding public works department shall designate a representative on the scene to exercise that control and direction including the absolute discretionary right to remove such resources from the emergency or disaster site at any time, but shall not so withdraw the aid without first orally notifying the requesting public works department. All operational directives issued by the requesting public works department on the scene of the emergency or disaster shall be communicated through the responding public works departments' designated representatives.

f. The use, deployment, direction and control of resources under this section shall generally conform to the applicable related sections for the most current version of State of Maryland Core Plan for Emergency Operations.

7. No public works department of a signatory municipality shall send any personnel or other assistance to an incident or event in another signatory municipality unless it is expressly requested pursuant to this Agreement.

8. The public works department of each signatory municipality shall maintain an up-to-date list of available personnel, equipment and material resources which shall be attached as an appendix to this Agreement.

ARTICLE VI – MISCELLANEOUS PROVISIONS

1. Notwithstanding the provisions of this Agreement, nothing herein shall prevent the Public Works Directors of each of the Parties from mutually agreeing upon such operational arrangements or establishing such procedures as may be necessary to carry out the intent of this Agreement.

2. The Public Works Department of any Party, upon receiving any written complaint against its personnel from any other signatory municipality for failure to comply with this Agreement, shall take the necessary action to ensure compliance and, where appropriate, to notify the initiator of the complaint of any action taken as a result of such complaint.

3. A central file shall be maintained by each Public Works Department documenting all actions taken within any other signatory municipality's jurisdiction. The Public Works Directors for the Parties shall meet at least once annually to review actions taken under this Agreement and make such recommendations as may be authorized by their respective municipalities required to advance the goals of this Agreement in accordance with applicable directives, regulations and laws.

4. Each public works department of each signatory municipality shall provide the others with sufficient copies of all manuals, directives, memoranda, training bulletins and any other materials necessary to assist the public works staff of each department in the delivery of its public works services and preparation of written reports pursuant to the terms of this Agreement. All such materials should be updated when necessary to keep the other public works agencies informed of changes in procedure.

5. Each signatory municipality to this Agreement:

a. Assumes responsibility and liability for the acts and omissions of that municipality's public works staff, agents and employees when acting as a requesting public works department or a responding public works department under this Agreement, and, except in the case of gross negligence or intentionally wrongful conduct, waives any and all claims against all other signatory municipality to this Agreement for injury or death to persons or damage to property which may arise out of the activities of any of the public works staff, agents and employees of signatory municipality under this Agreement and,

b. Agrees to indemnify and save harmless the other signatory municipality to this Agreement, and their respective officials, employees and agents, from all claims by third parties for property damage or injury or death to persons which may arise out of the activities of that municipality's public works department's staff, employees and agents; provided, however, that the municipality need not save harmless and indemnify the another signatory municipality if (1) the other municipality or its public works department does not cooperate in defending against claims by third parties, or (2) the third party claims arise out of the grossly negligent or intentionally wrongful act or omission of the other municipality's staff, employees or agents. The provisions of this Section 5.b. shall in no way be construed to constitute a waiver of any immunity or defense to which any municipality or person may be entitled or enjoy or to the protections of §5-301, *et seq.*, of the Local Government Tort Claims Act, Courts and Judicial Proceedings Article of the Annotated Code of Maryland.

c. Shall make no claims for expenditure regarding any actions taken or services received pursuant to this Agreement against any other signatory municipality, except where a joint request for reimbursement is made to County, State, Federal or private agencies under a declaration of a State of Emergency.

6 The signatory municipalities acknowledge that their public works staff, agents and employees, when acting pursuant to the authority of this Agreement beyond the territorial

limits of the municipality in which they are appointed or employed, at all times remain employees or agents of the municipality in which they are appointed or employed, and are entitled to all applicable immunities from liability and exemptions from laws, ordinances, and regulations and are entitled to worker's compensation, disability, death benefits, life insurance, pension, and other benefits enjoyed by them while performing their respective duties within the territorial limits of the municipality in which they are appointed or employed.

ARTICLE VII – EFFECTIVENESS

This Agreement shall be in full force and effect upon receipt of a copy of: (1) the resolutions or ordinances adopted by the respective governing bodies authorizing participation in this Agreement, and; (2) a copy of the signature page containing the duly authorized signatures of the named municipal officials thereon. Additional municipalities may become Parties to this Agreement upon receipt of a copy of: (1) the resolutions or ordinances adopted by their respective governing bodies authorizing participation in this Agreement, and; (2) a copy of the signature page containing the duly authorized signatures of the named municipal officials thereon.

ARTICLE VIII – TERMINATION

1. This Agreement shall be in effect for a term of one (1) year from the date of signature hereof and shall automatically renew for successive one (1) year terms unless terminated in accordance with this Section.
2. Any signatory municipality may withdraw from this Agreement at any time, at its option, by resolution of its governing body.
3. Copies of such resolution withdrawing from this Agreement shall be provided to the remaining signatory municipalities within thirty (30) business days of its passage and approval.

IN WITNESS WHEREOF, this Agreement has been duly executed by the following parties:

WITNESS:

MUNICIPALITY

Title: _____

Memo

To: Mayor & Town Council
From: John Hofmann, Zoning Administrator *JAH*
CC: Stacy Wilkerson,
Date: March 8, 2017
Re: Remapping Critical Area Overlay District

Over the past few years the Critical Area Commission and the Maryland Department of Natural Resources have updated the mapping that was originally completed in the 1980's that was the basis of what areas of the Town are located in the Critical Area. The Critical Area as defined is that area which is 1000ft. landward of the limit of State and private tidal wetlands.

Because the limits of tidal wetlands change with time and increased sophistication used to locate the tidal boundaries, the Critical area boundaries show on the new State maps are different from those established in the 1980's.

The Town is now required by state law to both adopt the new State Mapping and to adjust its Zoning Critical Area Overlay District Map to reflect the new boundaries established by the Commission and DNR.

There are two areas which I will explain where sections of Town has been added to the Critical Area because of the change in State Mapping from the 1980's.

The Town will be introducing an Ordinance to adopt the new State Map and to amend the Town Overlay District Map at the Council meeting for March, 2017.

I will explain the new mapping as part of the introduction of the new Ordinance.

ATTACHMENT Town CA District Overlay map rev. 3/7/17

ORDINANCE NO. 17-03

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE TOWN OF NORTH BEACH, MARYLAND TO APPROVE THE TOWN OF NORTH BEACH SUMMARY CRITICAL AREA MAP PROVIDED BY THE DEPARTMENT OF NATURAL RESOURCES AND THE CRITICAL AREA COMMISSION

WHEREAS, in accordance with Md. Code Ann. Natural Resources Article 8-1808, the Town of North Beach has adopted a Critical Area Program, which is set forth in Chapter 45 of the Town of North Beach Town Code; and

WHEREAS, in accordance with Md. Code Ann. Natural Resources Article 8-1808(c)(1)(iii)(1), the Town of North Beach has adopted a map designating the critical area land within the Town of North Beach, which is reflected in Chapter 117 of the Town of North Beach Town Code; and

WHEREAS, in accordance with COMAR 27.011.06, the Department of Natural Resources (“DNR”) and the Critical Area Commission for the Chesapeake and Atlantic Coastal Bays (“Commission”) have provided the Town of North Beach with an updated critical area map titled “Town of North Beach Summary Draft Critical Area Map” created April, 10 2015, which is attached hereto and incorporated by reference herein, which identifies the shoreline and landward boundary of tidal wetlands by use of the most recent aerial imagery; and endures that the 1,000- foot Critical Area boundary is accurate to a scale of 1 inch equals 100 feet; and

WHEREAS, the Mayor and Council of the Town of North Beach have reviewed the Draft Critical Area Map, created April 10, 2015 and have held a public hearing on the Map in accordance with COMAR 27.01.11.06, and have determined that the Draft Critical Area Map is accurate and should be adopted.

NOW, THEREFORE, the Mayor and Council of the Town of North Beach hereby ordain as follows:

Section 1. The Critical Area Map titled “Town of North Beach Summary Draft Critical Area Map” created April 10, 2015, prepared by the DNR and the Commission, which is attached hereto an incorporated by reference herein, is hereby **APPROVED and ADOPTED**.

Section 2. The Town of North Beach Critical Area Overlay District Map shall be forwarded to the Critical Area Commission for final approval in accordance with COMAR Upon Commission approval , the Map shall be deemed to be the adopted Official Critical Area Map for the Town of North Beach as referenced in Section Chapter 117 of the Town of North Beach Town Code,

Section 3. In case any one or more of the provisions of this Ordinance shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceable shall not affect any other provision hereof; and this Ordinance shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

| | YEA/NAY |
|----------------|---------|
| Mark R. Frazer | _____ |
| Mike Benton | _____ |
| Gwen Schiada | _____ |
| Randy Hummel | _____ |
| Mickey Hummel | _____ |
| Jane Hagen | _____ |
| Paul Trancone | _____ |

I hereby certify that the above Ordinance was passed by a yea and nay vote of the Council this _____ day of _____, 2017.

Mark R. Frazer, Mayor

Delivered by the Mayor and recorded by me in the Minute Books of the Mayor and Council of the Town of North Beach this _____ day of _____, 2017.

Stacy Wilkerson, Town Clerk

Approved as to form:

John Shay, Town Attorney