



**COUNTY COMMISSIONERS SCHEDULE
TUESDAY, JANUARY 14, 2020
LEGISLATIVE DAY**

1. CALL TO ORDER

5:00 p.m.

Closed Session
Administrative Session
"Boards/Commissions"

5:15 p.m.

Closed Session
"Land Acquisition"

5:30 p.m.

Call to Order,
Pledge of Allegiance,
Moment of Silence,
Approval of Agenda

Accept County Commissioners' Minutes
- Regular Minutes – December 10, 2019
- Special Minutes – January 2, 2020
- Roads Minutes – November 12, 2019
- Sanitary Minutes – November 12, 2019

Press and Public Comments**

2. NEW BUSINESS

5:35 p.m.

Mr. Todd R. Mohn, PE, County Administrator
"Presentation of Documents for Signatures and Weekly
Correspondence"

Correspondence"

Action

1. Housing Study Grant Award
2. FY20 MHAA Capital Grant Agreement – Chesapeake Heritage
& Visitors Center Redesign
3. 2020 NACo membership
4. Property Liens
5. Budget Amendment CC-16 MALPF
6. Budget Amendment CC-17 Rural Legacy

Documents:

[01.14.2020Action.pdf](#)

[01.14.2020Coorespondence.pdf](#)

3. PRESENTATIONS

5:45 p.m.

Ms. Kelly Huber, Character Counts!
Character Counts – "Fairness"

Ms. Patricia Hackleman, Character Counts! and Community
Mentoring Coordinator
Ms. Kat Stork, Consultant for Maryland Mentor and by extension
Mentor National and National Mentoring Resource Center
Ms. Maranda Carlson, from Maryland Mentor
Ms. Sadiq Ali, from Maryland Mentor
Ms. Sara Haile, from Maryland Mentor
"QAC CommUnity Mentoring Proclamation"

Ms. Veronica Standcliff, Support Specialist
Big Brothers and Big Sisters
"Mentoring Month Proclamation"

Ms. Mary Margaret Revell Goodwin
"Mary Edwardine Bourke Foundation/Maryland Museum of
Women's History and the 19th Amendment Proclamation"

6:15 p.m. Public Hearing
County Ordinance 19-17 - the expansion of a use and/or tenant
space in a structure which occupies more than 65,000
square feet of gross floor area in the Urban Commercial Zoning
District Density and Intensity Requirements in
Queen Anne's County

Ms. Kristy Mirando, Director of Victim Services
"National Human Trafficking Awareness Month Proclamation"

Documents:

[ORD 19-17.Pdf](#)

4. LEGISLATION

Legislative Session
County Ordinance 19-18 - Revisions to Chapter 22 of the Code of
Public Local Laws of Queen Anne's County
(Parks and Recreation) (available to be voted on)

County Ordinance 19-19 - Holiday Leave for County Employees
(available to be voted on)

County Ordinance 20-01 – Public Facilities Bond Authorization of
2020 (to be introduced)

Press and Public Comments**

Commissioner's Roundtable

Documents:

[ORD 19-18X.pdf](#)

[ORD 19-19.Pdf](#)

* Please note the scheduled times are subject to change, except for public hearings. PUBLIC COMMENT SIGN-IN SHEET WILL BE AVAILABLE 1 HOUR PRIOR TO THE MEETING.

**Press and Public Comment at the beginning of the meeting will last 15 minutes. Additional time will be available at the end of the meeting for anyone wishing to speak. Comments are limited to 3 minutes in length. Comments longer than 3 minutes must be submitted in writing. PRESS AND

PUBLIC COMMENT SIGN-IN SHEET WILL BE AVAILABLE 1 HOUR PRIOR TO THE MEETING.

***Part of the meeting may be closed to the Public in accordance to the Open Meetings Act procedures.

1/21 Employee & Morale Committee Meeting



**Queen
Anne's
County**

DEPARTMENT OF COMMUNITY SERVICES

Housing and Community Services

104 Powell Street
Centreville, MD 21617

Telephone: (410) 758-3977

Fax: (410) 758-4499

e-mail: DHCS@gac.org

County Commissioners:

James J. Moran, At Large
Jack N. Wilson, Jr., District 1
Stephen Wilson, District 2
Philip L. Dumenil, District 3
Christopher M. Corchiarino, District 4

ACTION ITEM

DATE: January 6, 2020
TO: Queen Anne's County Commission
FROM: Mike Clark, Chief of the Division of Housing & Community Services
SUBJECT: Signatures needed to receive Housing Study Grant Award

In order for the Maryland Department of Housing and Community Development (DHCD) to release funds for the Community Development Block Grant (CDBG) for the Queen Anne's County 2020 Housing Study, the following forms need to be completed and signed. This project is grant funded and requires no additional funds from the County general fund.

Please have President Moran sign, in BLUE INK, where indicated and return the original to Anne Van Benschoten for further processing.

ACTION RECOMMENDED:

I move that President Moran sign the Certification of Exempt or Categorical Exclusion and Request for Release of Funds and Certification as described and recommended by the Department of Community Services – Housing Division.



State of Maryland CD Program ERR Manual
Certification of Exempt or Categorical Exclusion: *Not Subject to 58.5*

Grant Recipient: QAC Department of Housing and Community Services Project Name: QAC 2020 Housing Study

Funding Amount: \$50,000 Grant Number _____

Location: 104 Powell Street, Centreville, MD 21617

Project Description – Include all activities that will be carried out with CDBG and any other funding sources.

Queen Anne's County Housing Study is proposed to evaluate the needs of low to moderate income level households and find viable solutions that can be implemented to reduce the housing crisis in our rural county. Through the evaluation of a community housing needs assessment, blighted areas, opportunity zones, local government owned properties, various housing programs, planning and zoning codes; and consideration of citizens with special housing requirements, this housing study will provide strategies for Queen Anne's County Housing and Community Services to reduce the negative impact of the housing crisis on low to moderate income level citizens and help them to establish a stable living environment.

I hereby certify that the above mentioned project has been reviewed and determined to be Exempt X or Categorically Excluded Not Subject to Part 58.5 _____. I also certify that the review included an inspection of the project location(s).

Compliance with Other (58.6) Laws and Authorities

Indicate below the compliance or conformance determination for each environmental area. Source documentation for all compliance results must be provided and verifiable. Attach appropriate documentation.

Environmental Issue	Project in Compliance If:	Compliance Results	Source Documentation
Airport Runway Clear Zones & Accident Potential Zones	The activity is not in a Runway Protection or accident Potential Zone, defined respectively as: <i>2,500 feet maximum length in the airport design circular, and 15,000 feet is the maximum length a military air installations,</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>If No, see instructions below</i>	
<i>If the project involves the sale or acquisition of property located within a Civil Airport Runway Clear Zone or a Military Airfield Clear Zone, written notice must be provided to the buyer. A sample Notice is provided at page 61 of this manual.</i>			
Coastal Barrier Resources	Is the activity located on a river or stream flowing into or within one-half mile of any Maryland Coastal Areas?	<input type="checkbox"/> Yes <i>If Yes, see below</i> <input checked="" type="checkbox"/> No	

**Maryland Community Development Block Grant Program
Request for Release of Funds and Certification**

This form is to be signed by the grantee when requesting the Release of Funds for their Maryland Community Development Block Grant (CDBG) funded project, and requesting the authority to use such funds. Please submit to the Maryland CDBG Environmental Officer upon completion.

Part 1. Program Description and Request for Release of Funds (to be completed by grantee.)

1. Project Name Queen Anne's County Housing Study	2. Grant Number	3. OMB Catalog Number(s) 14.228
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4. Name and address of responsible grantee
Queen Anne's County Housing and Community Services, 104 Powell Street, Centreville, MD 21617

5. For information about this request contact: (*grantee contact name and phone number*)
Michael R. Clark 410-758-3977 X2160

6. Project Address (*street, city, county, for project location*)
Same as above

7. Brief Project Description:

Queen Anne's County Housing Study is proposed to evaluate the needs of low to moderate income level households and find viable solutions that can be implemented to reduce the housing crisis in our rural county. Through the evaluation of a community housing needs assessment, blighted areas, opportunity zones, local government owned properties, various housing programs, planning and zoning codes; and consideration of citizens with special housing requirements, this housing study will provide strategies for Queen Anne's County Housing and Community Services to reduce the negative impact of the housing crisis on low to moderate income level citizens and help them to establish a stable living environment.

Part 2. Environmental Certification

With reference to the above Project(s)/Activity(s), I, the undersigned officer of this jurisdiction, certify that:

- 1. We have fully carried out the responsibilities for environmental review, decision-making and action pertaining to the project(s) named above.**
- 2. We have assumed responsibility for and complied with and will continue to comply with, the National Environmental Policy Act of 1969, as amended, and the environmental procedures, permit requirements and statutory obligations of the laws cited in 24 CFR 58.5; and also agree to comply with the authorities in 24 CFR 58.6 and applicable state and local laws.**
- 3. We have assumed responsibility for and complied with and will continue to comply with Section 106 of the National Historic Preservation Act, and its implementing regulations 36 CFR 800, including consultation with the State Historic Preservation Officer, Indian tribes and Native Hawaiian organizations, and the public.**

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3. We have assumed responsibility for and complied with and will continue to comply with Section 106 of the National Historic Preservation Act, and its implementing regulations 36 CFR 800, including consultation with the State Historic Preservation Officer, Indian tribes and Native Hawaiian organizations, and the public.

4. After considering the type and degree of environmental effects identified by the environmental review completed for the proposed project described in Part 1 of this request, I have found that the proposal *did* *did not* require the preparation and dissemination of an environmental impact statement.
5. We have disseminated and/or published in the manner prescribed by 24 CFR 58.43 and 58.55 a notice to the public in accordance with 24 CFR 58.70 and as evidenced by the attached copy (copies) or evidence of posting and mailing procedure.
6. The dates for all statutory and regulatory time periods for review, comment or other action are in compliance with procedures and requirements of 24 CFR Part 58.
7. In accordance with 24 CFR 58.71(b), the responsible entity will advise the recipient (if different from the responsible entity) of any special environmental conditions that must be adhered to in carrying out the project.

As the duly designated certifying official of the responsible entity, I also certify that:

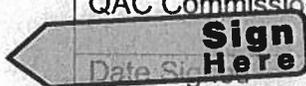
I am authorized to and do consent to assume the status of Federal official under the National Environmental Policy Act of 1969 and each provision of law designated in the 24 CFR 58.5 list of NEPA-related authorities insofar as the provisions of these laws apply to the HUD responsibilities for environmental review, decision-making and action that have been assumed by the responsible entity.

I am authorized to and do accept, on behalf of the jurisdiction personally, the jurisdiction of the Federal courts for the enforcement of all these responsibilities, in my capacity as certifying officer of the responsible entity.

Signature of Chief Elected Official

Title

QAC Commission President



Address

107 North Liberty St., Centreville, MD 21617

Based on form HUD-7015.15
 OMB No. 2506-0087
 (exp. 03/31/2020)

Larry Hogan, Governor
Boyd Rutherford, Lt. Governor



Robert S. McCord, Secretary
Sandy Schrader, Deputy Secretary

Maryland DEPARTMENT OF PLANNING MARYLAND HISTORICAL TRUST

December 11, 2019

Ms. Ashley Chenault
Tourism Development Coordinator
Queen Anne's County Office of Tourism
425 Piney Narrows Road
Chester, MD 21619

Dear Ms. Chenault:

Enclosed please find the FY2020 MHAA Capital Grant Agreement for the project entitled "Chesapeake Heritage & Visitors Center Redesign". This Agreement must be signed where indicated by a person legally authorized to enter into contracts for County Commissioners of Queen Anne's County. Within 30 days, please return this hard copy of the Grant Agreement, with original signatures, to my attention at the Maryland Historical Trust.

As soon as our Attorney and Agency Head sign the Agreement, we will return a fully executed electronic copy of the Agreement to you for your files.

May I also suggest reviewing and familiarizing yourself with the MHAA Grants Manual, which is posted online at <https://mht.maryland.gov/documents/PDF/grants/MHAA%20Grants%20Manual.pdf>. This Manual helps clarify a number of important topics such as policies, reporting requirements, as well as financial documentation requirements.

We look forward to continuing our work with you on this important project.

Sincerely,

Ennis Barbery Smith
Assistant Administrator
Maryland Heritage Areas Program

Enclosures

Maryland Historical Trust • 100 Community Place • Crownsville • Maryland • 21032

Tel: 410.697.9591 • toll free 877.767.6272 • TTY users: Maryland Relay • MHT.Maryland.gov

**MARYLAND HERITAGE AREAS AUTHORITY GRANT PROGRAM
GRANT AGREEMENT**

This Grant Agreement (this “**Agreement**”) is entered into as of the Effective Date (defined in Section 1.b below), by and between the Maryland Heritage Areas Authority, an instrumentality of the State of Maryland as part of the Department of Planning of the State of Maryland (“**MHAA**”) and County Commissioners of Queen Anne's County, a local government, organized and existing under the laws of Maryland, with its principal office located at 107 N. Liberty Street, Centreville, MD 21617 (the “**Grantee**”).

RECITALS

- A. MHAA is authorized under Section 13-1113 of the Financial Institutions Article of the Annotated Code of Maryland, as amended (the “**Act**”) and the regulations set forth in the Title 14, Subtitle 29, Chapter 02 of the Code Of Maryland Regulations (the “**Regulations**”) to make grants from the Maryland Heritage Areas Authority Financing Fund (the “**Fund**”) to local jurisdictions or other eligible entities to develop management plans for certified heritage areas and for planning, design, acquisition, development, preservation, restoration, interpretation marketing, or programming of certified heritage areas (the “**Program**”), as further described in the MHAA Grant Program Guidelines (the “**Guidelines**”), and the MHAA Grant Program Manual (the “**Manual**”), as may be amended from time to time, and which are posted online at <https://mht.maryland.gov/heritageareas.shtml>;
- B. Grantee has applied to MHAA for a grant from the Program for the project described herein (the “**Grant Application**”); and
- C. In reliance upon the information contained in the Grant Application, MHAA has determined that the proposed project is consistent with the provisions of the Act, the Regulations, and the Guidelines, and has approved an award of grant funds for the project on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, MHAA and Grantee agree as follows:

1. Grant and Project Terms.

- a. Grant Purpose. The purpose of this Agreement is to provide the Grantee with funds in an amount not to exceed \$50,000.00 (the “**Grant**”) to assist the property known as the Chesapeake Heritage and Visitors Center, located at 425 Piney Narrows Road, Chester, Maryland 21619 (the “**Property**”), for the activities set forth and described in Exhibit A of this Agreement (the “**Project**”), as further described in the attached Exhibit A – Project Requirements (the “**Scope of Work**”). Grantee shall use the Grant only for the activities authorized in Exhibit A, and shall operate the Project in accordance with the Act, the Regulations, the Guidelines and Manual, and the terms and conditions of this Agreement.
- b. Grant Term. This Agreement is effective as of the date it is executed by MHAA (the “**Effective Date**”), and shall terminate the later of (i) twenty-four months following the Effective Date, or (ii) MHAA’s receipt and approval of the Project Completion Report as set forth in Section 9.c of this Agreement (the “**Termination Date**”).
- c. Project Timetable. Grantee may commence on the Project Commencement Date and shall diligently pursue completion of the Project by the Project Completion Date set forth in the Exhibit A (the “**Project Timetable**”).

- d. Extensions. At its discretion, MHAA may extend any date set forth in the Project Timetable, provided that the Grantee demonstrates to MHAA's satisfaction that the circumstances warrant such extension. An extension may be offered by MHAA in writing or by email, and shall be deemed to be accepted by Grantee if Grantee fails to refuse the extension in writing or by email within ten (10) calendar days from the date the extension is offered. The requirements related to Project Timetable extensions are set out in the Manual.
- e. Project Consultants. Upon MHAA's request, the Grantee shall submit for MHAA's review and approval the professional qualifications of any person or entity contracted or retained to undertake any portion of the Project.

2. **Grantee's Contribution.**

Grantee shall provide an equity contribution to the Project satisfactory to MHAA (the "Grantee's Contribution"), in an amount at least equal to the Grant, either in the form of cash, or a combination of cash in an amount not less than 75% of the Grant and an in-kind contribution equivalent to not less than the remainder of the Grant, as further described in **Exhibit A – Special Conditions: Grantee's Contribution**, and in the budget set forth in **Exhibit B** (the "Project Budget"). Grantee's Contribution shall be used to pay for Project expenses described in the Project Budget. Grantee's Contribution may include funds derived from other non-State public or private sources; provided however, that no State funds may be used for any part of the Grantee's Contribution. If the source of equity comprising Grantee's Contribution is reduced or otherwise becomes unavailable, Grantee shall replenish such equity source in order to remain compliant with the requirements of this Section. As part of Grantee's Project Completion Report, Grantee must provide to MHAA such information and documentation regarding Grantee's Contribution in form and content as may be required or requested by MHAA.

3. **Grant Documents.**

The following documents shall be executed in connection with the Grant, which documents shall be satisfactory in form and substance to MHAA:

- a. This Agreement;
- b. An Assurance of Compliance (Attachment 1), unless Grantee is a religious organization;
- c. If Grantee is a religious organization, a Fair Practices Certification (Attachment 1);
- d. If Grantee is a non-profit entity, a Contract Affidavit (Attachment 2);
- e. If Grant Amount is equal to or more than \$90,000, a Minority Business Enterprise Plan (**Attachment 3**) must be submitted and approved by MHAA; and
- f. Any other document or instrument that may be required by MHAA.

4. Easement and Preservation Requirements for Capital Projects.

If required in **Exhibit A – Special Conditions: Easement and Preservation Requirements**, Grantee shall execute, or cause the owner of the Property to execute an easement or preservation agreement, or a modification of these documents, satisfactory in form and content to the Maryland Historical Trust (“MHT”). The requirements related to easements and preservation are set out in the Guidelines and Manual.

5. Expenditure of Grant Proceeds.

All Grant funds shall be expended on or before the Project Completion Date.

- a. Grantee shall expend the Grant in accordance with the Project Budget. The addition or deletion of line items in the Project Budget must be approved by the MHAA staff member set forth in Section 17.a. of this Agreement, who shall serve as the project monitor for this Project (the “**Project Monitor**”).
- b. All costs incurred by Grantee before the Effective Date of this Agreement and before MHAA’s approval of the release of the Grant funds are incurred voluntarily, at Grantee's risk and upon its own credit and expense. Grantee's rights to be reimbursed with Grant proceeds shall be governed by the provisions of this Agreement. Grantee may incur Project expenses commencing on the Project Commencement Date.
- c. If the Project is completed for an amount less than that reflected in the Project Budget, the amount of the Grant may be reduced and Grantee shall return all unexpended Grant funds to MHAA.
- d. MHAA must approve changes to the Project Budget as noted in Section 5.a above, the Scope of Work, or any other material term of this Agreement as determined by MHAA. The requirements related to amendments to the Project Budget and the Scope of Work are set out in the Manual.

6. Construction Requirements. Historic Properties.

- a. If the Property is listed in or eligible for listing in the Maryland Register of Historic Properties and the Project (i) is being financed by the State, including State tax credits; or (ii) is subject to an existing easement held by MHT; or (iii) will be subject to an easement required in **Exhibit A – Special Conditions: Easement and Preservation Requirements**, then, prior to any construction, reconstruction, improvement, enlargement, alteration, demolition or ground disturbance on the Property (collectively, the “**Work**”), Grantee shall have obtained all required approvals from MHT of the Work and the Project plans and specifications . Grantee shall construct the Project in accordance with any plans and specifications approved by MHT. No changes may be made to the plans and specifications, to the contracts for construction of the Project, or in construction of the Project without the prior written approval from MHT. Grantee shall ensure that all Work performed on historic properties is consistent with the Secretary of the

Interior's Standards for the Treatment of Historic Properties (36 CFR 68), as determined by MHT. The requirements relating to MHT Project review and approvals are set out in the Manual.

- b. Prior to commencing work on the Property
 - (i) Grantee shall obtain all necessary certifications, permits, licenses, and approvals and satisfaction of all requirements otherwise necessary to commence the work.
 - (ii) On or before the Project Completion Date, Grantee shall obtain all necessary certifications, permits, licenses, and approvals and satisfy all requirements necessary to operate the Project.
 - (iii) Grantee shall cause the Property to be insured against loss or damage;
 - (iv) During the term of the Agreement, Grantee shall permit MHAA and MHT, its agents and employees to enter upon and inspect all work performed in connection with the Project. All work performed in connection with the Project is subject to approval by MHAA and MHT;
 - (v) Grantee shall ensure that all work performed in connection with the Project shall be performed in a good and workmanlike manner and shall comply with all applicable local, state and federal laws and ordinances; and
 - (vi) No approvals or inspections by MHAA or MHT of the Project during construction shall constitute a warranty or representation by MHAA or MHT, or any of their agents, representatives, or designees, as to the technical sufficiency or adequacy or safety of the improvements being constructed or any of their components or parts. All acts, including any failure to act, relating to the Project, by any staff, agent representative or designee of MHAA and MHT are performed solely for the benefit of MHAA and MHT to assure the proper expenditure of the Grant and are not for the benefit of any other person.

7. **Disbursement of Grant Proceeds.**

- a. Provided that Grantee is not in default under this Agreement, MHAA shall disburse the Grant to Grantee as the Project progresses, based upon requests for disbursement (a "**Request for Disbursement**") submitted by Grantee through MHT's online grants software system. All Requests for Disbursement shall be satisfactory to MHAA and shall identify all costs incurred for which the disbursement is being sought. Grantee shall provide such additional supporting documentation as may be required by MHAA.
- b. MHAA shall not disburse the Grant until Grantee has complied with the following conditions:

- (i) Grantee has complied with the Special Conditions set forth in **Exhibit A** to this Agreement, and all other terms and conditions of the Grant to MHAA's satisfaction; and
 - (ii) If Grantee is a nonprofit entity, Grantee has submitted its articles of incorporation, bylaws, and a corporate resolution accepting the Grant and authorizing one or more individuals to execute the Grant documents, and be in good standing and duly registered to do business in the State with the Maryland Department of Assessments and Taxation; and
- c. The final disbursement of Grant funds will be disbursed to Grantee in accordance with a Request for Disbursement upon:
- (i) Grantee's completion of the Project to the satisfaction of MHAA;
 - (ii) Grantee's submission of a Project Completion Report (as defined in Section 9) on or before the due date set forth in the Project Timetable (the "**Project Completion Report Due Date**"), acceptable to MHAA in form and content, which includes information evaluating the effectiveness of the Project;
 - (iii) Grantee's submission of final financial documentation of the Grant, in accordance with the Manual. Such submission shall be satisfactory in form and content to MHAA; and
 - (iv) If applicable, Grantee shall have executed, or caused the owner of the Property to execute an easement, a preservation agreement, or a modification of such documents, in the form provided by MHAA.
- d. The requirements related to Requests for Disbursement are set out in the Guidelines and Manual.

8. Default and Remedies.

- a. A default under this Agreement shall occur if:
- (i) Grantee fails to comply with any of the covenants, agreements, or certifications made by the Grantee in this Agreement, or in an easement, a preservation agreement or a modification of these documents with respect to the Property;
 - (ii) At any time any representation or warranty made by Grantee in connection with the Grant, the Agreement, or the Grant Application shall be incorrect in any manner;
 - (iii) Grantee knowingly makes or causes to be made any material misstatement of fact, including an understatement or overstatement of financial condition, in a statement or report required under the Agreement, the Grant Application, for a Request for Disbursement, or affecting the Grant in general;
 - (iv) The Grant funds are not spent in accordance with the terms of this Agreement;

- (v) Grantee is in default under any other agreement related to the Project or, if applicable, the Property which, in MHAA's sole discretion, may have an adverse material impact on the Project;
 - (vi) At any time during the period of the Grant, there is pending or ongoing litigation with respect to Grantee's performance of any duties or obligations in connection with the Project or the Grant which may jeopardize or adversely affect this Agreement or the Project;
 - (vii) With respect to a Project involving any type of construction, before the Project is completed and the final disbursement of the Grant has been made, all or any portion of the Property is sold, leased, subleased, assigned, transferred, disposed of, or otherwise conveyed without the prior written consent of MHAA, if applicable;
 - (viii) At any time an easement or preservation agreement required pursuant to this Agreement is determined, by court finding or otherwise, not to be legally enforceable by MHT for any reason, if applicable.
 - (ix) Grantee is not performing or completing the Project in accordance with the terms of this Agreement, or in a manner satisfactory to MHAA;
 - (x) Grantee has not expended the Grant funds necessary to complete the Project by the Project Completion Date; or
 - (xi) Grantee has not provided the Grantee's Contribution to MHAA's satisfaction.
- b. MHAA shall give Grantee written notice of default, and Grantee shall have thirty (30) days from the date of such notice to cure the default.
- c. Upon the occurrence of a default that continues beyond the 30-day cure period, MHAA shall have the right to:
- (i) Reduce the amount of the Grant or withhold disbursement of the Grant;
 - (ii) Demand repayment of the Grant from Grantee in whole or in part; and/or
 - (iii) Terminate this Agreement by written notice to Grantee.
- d. In the event of MHAA's termination of the Agreement:
- (i) Grantee's authority to request a disbursement shall cease and Grantee shall have no right, title, or interest in or to any of the Grant funds not disbursed;

- (ii) MHAA may exercise any or all of its rights under this Agreement contemporaneously with any or all of its remedies, and all of such rights shall survive the termination of this Agreement;
- (iii) In addition to the rights and remedies contained in this Agreement, MHAA may at any time proceed to protect and enforce all rights available to MHAA by suit in equity, action at law, or by any other appropriate proceedings, which rights and remedies shall survive the termination of this Agreement;
- (iv) Defaults under an easement or preservation agreement required under this Agreement shall be governed by the appropriate provisions of the easement or preservation agreement; and
- (v) Upon the occurrence of a default under this Agreement involving Grantee's bankruptcy, insolvency, or the dissolution or liquidation of Grantee's business organization or assets, MHAA's right to terminate this Agreement shall be immediate.

9. Records and Reports.

- a. Grantee and any contractors or subcontractors of Grantee shall maintain accurate books, accounts, and records in a form acceptable to MHAA of all transactions relating to the receipt and expenditure of the Grant for the Project. All of these books, accounts, and records shall be open to the inspection of MHAA's representatives or other agencies of the State during reasonable working hours before, during, and after the period of time during which the Grant proceeds are expended. Grantee shall make its administrative offices and personnel, whether full-time, part-time, consultants, or volunteers, available to MHAA upon request.
- b. Books, accounts, and records of the Grantee and its contractors and subcontractors related to the Grant and the Project shall be maintained and made available to MHAA or MHAA's representative(s) for inspection for up to 5 years after either the date of Grantee's final expenditure of Grant funds or the termination of this Agreement, whichever is later.
- c. Grantee shall submit a mid-project report (a "**Mid-Project Report**") by the due date set forth in the Project Timetable (the "**Mid-Project Report Due Date**"). Upon request by MHAA, Grantee shall submit progress reports through MHT's online grants software system, or as otherwise directed by the Project Monitor. The requirements related to the Mid-Project Report and the progress reports are set out in the Guidelines and Manual.
- d. Either the Project Monitor or Grantee may request and hold joint meetings for the purpose of reviewing the progress and conduct of the Project.
- e. Should the Grantee at any time determine that the Project will not meet established goals within the Project Timetable, the Grantee shall immediately forward a written report to, or call for a special meeting with the Project Monitor to determine what actions need to be taken.

- f. The Grantee shall submit a project completion report (a “**Project Completion Report**”) by the Project Completion Report Due Date, which report must be approved by MHAA prior to the release of the final disbursement of Grant funds. The requirements related to the Project Completion Report are set out in the Guidelines and Manual.
- g. In addition to the requirements set forth above, Grantee shall provide MHAA with such additional records, reports, and other documentation as may be required by MHAA.

10. **General and Special Covenants.**

- a. In carrying out the Project, Grantee agrees to accept technical assistance from MHAA or MHT if MHAA or MHT deems it necessary.
- b. Grantee agrees that Grantee shall carry out the Project in compliance with the Manual, as may be amended from time to time. Grantee acknowledges receipt of the Manual, which the Manual is hereby incorporated by reference in this Agreement.
- c. The Grantee and/or its agents are responsible for complying with all federal, State, and local laws applicable to the Project. This responsibility may include, but is not limited to, compliance with local zoning, building, and public safety codes, review by local historic preservation commissions, and federal and State licensing, permitting, and environmental requirements.
- d. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW WHICH CANNOT BE WAIVED, AND IN CONSIDERATION FOR THE GRANT PROVIDED UNDER THIS AGREEMENT, GRANTEE IRREVOCABLY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF, RELATING TO OR IN ANY WAY CONNECTED WITH THIS AGREEMENT. THIS WAIVER IS KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY MADE BY THE GRANTEE. AT ANY TIME AFTER AN EVENT OF DEFAULT UNDER THIS AGREEMENT, THE GRANTEE HEREBY AUTHORIZES AND EMPOWERS ANY ATTORNEY OR CLERK OF ANY COURT OF RECORD WITHIN THE STATE OF MARYLAND TO APPEAR FOR GRANTEE IN ANY COURT OF THE STATE OF MARYLAND IN ONE OR MORE PROCEEDINGS OR BEFORE ANY CLERK THEREOF, AND CONFESS JUDGMENT AGAINST THE GRANTEE WITHOUT PRIOR NOTICE OR OPPORTUNITY FOR PRIOR HEARING, IN FAVOR OF MHAA FOR AN AMOUNT EQUAL TO THE GRANT (OR THE DISBURSED PORTION OF THE GRANT IF NOT FULLY DISBURSED), PLUS ALL OTHER AMOUNTS DUE AND PAYABLE BY THE GRANTEE AS SET FORTH HEREIN, COSTS OF SUIT, AND REASONABLE ATTORNEYS' FEES.
- e. The Grantee grants to MHAA and MHT the non-exclusive intellectual property right to use any work that Grantee may create, make or develop that is funded in whole or in part by the Grant, including but not limited to articles, books, papers, reports, drawings, studies, specifications, estimates, maps, photographs, designs, graphics, mechanicals, artwork and computations (collectively, the “**Work**”). MHAA and MHT shall have the right to use the Work without restriction or limitation, and without compensation to Grantee.

1. Grantee's Support Acknowledgments.

With respect to all Project related (i) public events such as interviews, ground breaking ceremonies, dedications, media events; and (ii) materials such as press releases, brochures, video productions, installation of exhibits, signage, web pages, and any other materials which are developed with the assistance of the Fund under the Grant:

- a. Grantee and any consultant hired by Grantee in connection with the Project shall include acknowledgment of MHAA support, along with the MHAA logo, in the following format:

This Project has been financed in part with State Funds from the Maryland Heritage Areas Authority, an instrumentality of the State of Maryland. However, Project contents or opinions do not necessarily reflect the views or policies of the Maryland Heritage Areas Authority.

- b. Grantee and any consultant hired by Grantee in connection with the Project shall include acknowledgment of the local heritage area technical support identifying the name of the local heritage area, along with the logo of the local heritage area.
- c. Grantee shall consult with MHAA if issues arise regarding incorporation of the acknowledgments in the Project materials.
- d. The Grantee shall obtain review and approval of the materials listed above which are funded by the Grant prior to production of such materials.

12. Grantee's Certifications.

By executing the Agreement, Grantee certifies to MHAA that:

- a. Grantee is qualified to do business in the State of Maryland, as either a domestic or foreign corporation, and will take such action as may be necessary from time to time to remain so qualified through the Termination Date.
- b. This Agreement has been duly authorized, executed, and delivered by Grantee in such manner and form as to comply with all applicable laws to make this Agreement the valid and legally binding act and agreement of Grantee;
- c. The representations, statements, and other matters contained in the Grant Application and this Agreement are and remain materially true and complete in all material respects;
- d. If applicable, Grantee has obtained, or has reasonable assurances that it will obtain, all federal, State, and local government approvals, permits, and reviews which may be required for the Project;

- e. None of Grantee's assignees, designees, agents, members, officers, employees, consultants, or members of its governing body, or any local governmental authority exercising jurisdiction over the Project, and no other public official who exercises or has exercised any functions or responsibilities with respect to the Project during such person's tenure, or who is in a position to participate in a decision-making process or gain inside information with regard to the Project, has or shall have any interest, direct or indirect, in any contract or subcontract or the proceeds thereof, for any work or any activity to be performed in connection with the Project, or receive any benefit therefrom, that is part of the Project at any time during or after such person's tenure. No officer, director, or member of Grantee will personally benefit from the Grant or the Project; and
- f. Grantee has not been, nor currently is, the subject of an investigation by any federal, State, or local governmental entity for alleged criminal or civil violations of laws or regulations enforced by these entities.

13. **Nondiscrimination Provisions; Equal Opportunity Compliance.**

- a. Grantee may not discriminate, and certifies that it prohibits discrimination in leasing or otherwise providing dwelling or public accommodations or in any other aspect of the development, administration, or operation of the Project, or in any aspect of employment by the Grantee or contractor of the Project, on the basis of:
 - (i) Age or sex (except with respect to residents in elderly projects or when age or sex constitutes a bona fide occupational qualification); or
 - (ii) Race, color, creed, political or religious opinion or affiliation, national origin, sex, sexual orientation, marital status, or physical or mental handicap of a qualified handicapped individual.
- b. Grantee shall comply with the requirements and provisions of the Maryland Department of Planning Assurance of Compliance, attached to this Agreement as **Attachment 1**.
- c. Grantee shall comply with all applicable federal, State, and local laws and departmental policies and programs regarding discrimination and equal opportunity in employment, housing, and credit practices, including MHAA's Minority Business Enterprise Program, as amended, if Grantee does not have its own minority business participation program which is acceptable to MHAA.
- d. Upon MHAA's request, Grantee will submit to MHAA information relating to its operations, with regard to political or religious opinion or affiliation, sexual orientation, marital status, physical or mental handicap, race, color, creed, sex, age, or national origin on a form to be prescribed by MHAA.

14. Indemnification.

Grantee releases MHAA from, agrees that MHAA shall not have any liability for, and agrees to protect, indemnify, and hold MHAA harmless from and against any and all liabilities, suits, actions, claims, demands, losses, expenses, and costs of every kind and nature incurred by, or asserted or imposed against MHAA as a result of or in connection with the Project. All monies expended by MHAA as a result of such liabilities, suits, actions, claims, demands, losses, expenses or costs, including reasonable attorney's fees, together with interest at a rate not to exceed the maximum interest rate permitted by law, shall constitute an indebtedness of Grantee and shall be immediately and without notice due and payable by Grantee to MHAA. This Section shall survive the term of this Agreement.

15. Environmental Certification and Indemnification. Grantee makes the following certifications and indemnification regarding the environmental conditions on the Property:

- a. Grantee shall (i) not cause or allow any hazardous materials to be placed on the Property in violation of federal, state or local laws; (ii) carry out the Project in compliance with all requirements imposed by any governmental authority with respect to any hazardous materials that may exist on or be placed on the Property; and (iii) ensure that, to the Grantee's best knowledge, the Property is in compliance with all applicable federal and state environmental laws and regulations.
- b. Grantee shall comply with all federal, state, and local laws and requirements concerning the treatment and removal of hazardous materials including lead paint from the Property.
- c. Grantee shall indemnify and hold MHAA, its employees and agents harmless from all loss, liability, damage, costs, and expenses of any kind whatsoever, including as a result of any lawsuit brought or threatened, settlement reached, or governmental order, and including reasonable attorneys' fees, for failure of the Property to comply in all respects with all environmental requirements. Grantee's obligation to indemnify MHAA shall survive the term of this Agreement.

16. Insurance. Grantee shall carry hazard, general commercial liability, general contractor or flood insurance with respect to the Property or the Project. The requirements related to insurance coverages are set out in the Guidelines and Manual. Grantee shall provide satisfactory evidence of such insurance coverages upon request by MHAA.

17. Notices.

All notices, requests, approvals, and consents of any kind made pursuant to this Agreement shall be in writing, or submitted electronically to MHT's online grants software system, pursuant to directions to be provided by MHAA. Any such communication, unless otherwise specified, shall be deemed effective as of the date it is mailed, postage prepaid, addressed as follows:

- a. Communications to MHAA shall be mailed to the Project Monitor or such other person as may be designated by MHAA:

Maryland Heritage Areas Authority
Maryland Historical Trust
100 Community Place
Crownsville, Maryland 21032
Attn: Ennis Barbery Smith, Project Monitor

b. Communications to Grantee shall be mailed to:

Ashley Chenault
Tourism Development Coordinator
Queen Anne's County Office of Tourism
425 Piney Narrows Road
Chester, MD 21619

18. **Further Assurances and Corrective Instruments.** Grantee agrees that it will, from time to time, execute and deliver, or cause to be delivered, such amendments hereto and such further instruments as may be required by MHAA to comply with any existing or future State regulations, directives, policies, procedures, and other requirements, or to further the general purposes of this Agreement.
19. **Amendment.** Except as provided in Section 1.d. above, minor amendments to this Agreement, may be amended from time to time upon written or emailed request for amendment from either party to the Agreement, and written or emailed response agreeing to the amendment from the other party. Significant and material amendments to this Agreement shall be evidenced by a written instrument executed by both of the parties.
20. **Assignment.** This Agreement may not be assigned without MHAA's prior written approval.
21. **Severability.** The invalidity of any section, subsection, clause, or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses, or provisions hereof.
22. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between the parties hereto with respect to the Grant.
23. **Pre-Existing Regulations.** In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, the regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR Title 21) in effect on the Effective Date of this Agreement are applicable to this Agreement.
24. **Governing Law.** This Agreement shall be construed, interpreted, and enforced in accordance with the laws of the State of Maryland (the "State").
25. **Costs.** Grantee shall bear all costs incident to the Grant including, without limitation, if applicable, fees for title insurance, property insurance, or other required insurance coverages, recordation fees, and Grantee's attorneys' fees, if any.

26. **Acceptance.** Grantee's acceptance of this Agreement shall constitute Grantee's unconditional agreement to comply with the terms and provisions herein, and shall be indicated by signing this Agreement in the place provided below and returning it to MHAA to the attention of the Project Monitor.

27. **No Warranty or Representation.** Neither the approval by MHAA, nor any subsequent inspections or approvals of the Project during construction, shall constitute a warranty or representation by MHAA or any of its agents, representatives, or designees, as to the technical sufficiency or adequacy or safety of the improvements being constructed or any of their components or parts. All acts, including any failure to act, relating to the Project, by any agent representative or designee of MHAA are performed solely for the benefit of MHAA to assure the proper expenditure of the Grant and are not for the benefit of any other person.

28. **Voluntary Termination.** MHAA and Grantee shall have the right to terminate this Agreement for any reason upon thirty (30) days written notice to the other party. In the event of voluntary termination by MHAA, Grantee's authority to request disbursements shall cease and Grantee shall have no right, title or interest in or to any of the Grant funds not yet disbursed to Grantee. At the time of termination, Grantee shall return to MHAA any funds disbursed to Grantee but not yet expended by Grantee as authorized by this Agreement.

WITNESS our hands and seals, all as of the Effective Date.

ATTEST/WITNESS:

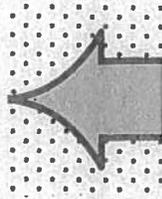
COUNTY COMMISSIONERS OF QUEEN ANNE'S
COUNTY

(Signature)

By: _____ (SEAL)

Name: _____

Title: _____



PLEASE

**SIGN AND
WITNESS
SIGN**

(Signature)

By: _____

Jeffrey Cann
Assistant Secretary of Operations, Department of Planning
Designee for the Chairman
Maryland Heritage Areas Authority

Date of Execution on behalf of MHAA
(Effective Date)

Approved for form and legal
sufficiency this _____ day of
_____, 20__

Assistant Attorney General

Attachments:

- Exhibit A Project Requirements
- Exhibit B Project Budget
- Attachment 1 Assurance of Compliance

EXHIBIT A

PROJECT REQUIREMENTS

SCOPE OF WORK

Grant funds and Grantee's Contribution will be used by the Grantee as follows:

Project Summary:

The Grant and Grantee's Contribution will support the design and planning of a new exhibit space and interpretative panels for the visitor center, including the costs of contractors, furniture, technology updates and building materials. Grantee's Contribution will also include staff project support.

The scope of work is further described in **Exhibit B** – Project Budget.

Property Description:

Chesapeake Heritage & Visitors Center located at 425 Piney Narrows Road Chester, Maryland 21619.

PROJECT TIMETABLE

7/11/2019	“ PROJECT COMMENCEMENT DATE ”: Unless otherwise approved by the Project Monitor in accordance with the terms of the Agreement, Grant funds and Grantee's Contribution may be used for approved Project costs incurred on or after this date.
7/31/2020	“ MID-PROJECT REPORT DUE DATE ”: Grantee must submit online a Mid-Project Report (as described in Section 9 of the Agreement and in the Manual), including all required financial documentation with a completed Request for Disbursement.
7/30/2021	“ PROJECT COMPLETION DATE ”: All work items detailed in <u>Exhibit A</u> completed. All Project costs to be reimbursed by Grant funds must be incurred.
9/30/2021	“ PROJECT COMPLETION REPORT DUE DATE ”: Grantee must submit to Project Monitor a Project Completion Report (as described in Section 9 of the Agreement and in the Manual), including all Project deliverables as well as all required financial documentation, with a completed Final Request for Disbursement. Failure to submit the Project Completion Report may result in the forfeiture and/or recapture of Grant funds.

GRANTEE'S CONTRIBUTION

MHAA GRANT	\$50,000.00
GRANTEE'S REQUIRED CASH CONTRIBUTION	\$37,500.00
GRANTEE'S REQUIRED IN-KIND CONTRIBUTION	\$12,500.00
GRANTEE'S TOTAL REQUIRED CONTRIBUTION	\$50,000.00

Exhibit B

PROJECT BUDGET

Line Item No.	Work Item (Description)	Grant Funds	Grantee Contribution		Other Project Costs	Total Project Cost
			Cash Match	In-Kind Match		
1	CONTRACTORS	\$17,500.00	\$10,000.00	\$10,500.00	\$2,000.00	\$40,000.00
2	FURNITURE COSTS	\$14,500.00	\$14,500.00			\$29,000.00
3	TECHNOLOGY	\$6,000.00	\$1,000.00			\$7,000.00
4	MATERIALS	\$12,000.00	\$12,000.00			\$24,000.00
5	STAFF HOURS			\$2,000.00		\$2,000.00
TOTALS		\$50,000.00	\$37,500.00	\$12,500.00	\$2,000.00	\$102,000.00
			Total Match	\$50,000.00		

ATTACHMENT 1

ASSURANCE OF COMPLIANCE WITH EEO, CIVIL RIGHTS, AND DRUG AND ALCOHOL-FREE WORKPLACE REQUIREMENTS

County Commissioners of Queen Anne's County (hereinafter called "**Grantee**"), having its principal address at 107 N. Liberty Street, Centreville, MD 21617,

HEREBY AGREES THAT IT WILL COMPLY WITH:

A. Executive Order 11246, as amended; Title VI of the Civil Rights Act of 1964, as amended (78 Stat. 252; 42 U.S.C. §§2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973, as amended (87 Stat. 394; 29 U.S.C. §794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. §§6101 et seq.) (collectively, the "Acts"), to the end that, in accordance with the Acts, no person in the United States shall, on the grounds of race, color, sexual orientation, national origin, disabilities, religion, age or sex be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance. Section 504 of the Rehabilitation Act of 1973, as amended, requires that no qualified disabled individual is solely, by reason of disability, excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving federal financial assistance. Guidelines for the implementation of Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, as amended shall be carried out in accordance with relevant Department of the Interior regulations published in 43 CFR 17 and the instructions specified in Chapter 10 of the Historic Preservation Fund Grants Manual.

B. Title VII of the Civil Rights Act of 1964, as amended, to the end that, in accordance with Title VII of that Act, it shall be an unlawful employment practice for an employer:

1. to fail or refuse to hire or to discharge any individual, or otherwise discriminate against any individual with respect to his compensation, terms, conditions, or privileges of employment, because of such individual's race, color, sexual orientation, national origin, disabilities, religion, age or sex; or

2. to limit, segregate, or classify its employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee because of such individual's race, color, sexual orientation, national origin, disabilities, religion, age or sex;

C. Title VIII of the Civil Rights Act of 1968, as amended, to the end that, it is the policy of the United States to provide, within constitutional limitations, for fair housing throughout the United States;

D. State of Maryland Governor's Code of Fair Employment Practices, as amended.

E. Article 49B of the Annotated Code of Maryland, as amended, which establishes the Maryland Human Relations Commission and prohibits discrimination in public accommodations, employment and residential housing practices;

F. State of Maryland Executive Order 01.01.1989.18 relating to drug-free and alcohol-free workplaces for non-State entities, promulgated November 28, 1989;

G. The State Policy on Equal Opportunity in receiving employment (Md. Code Ann., State Gov't Article § 20-602 (2014)), to the end that MHAA shall not knowingly approve grants of financial or technical assistance to recipients who are engaged in discriminatory employment practices;

H. If the Grant is over \$200,000 and for a construction project, any State of Maryland Minority Business Enterprise Program which establishes a program to provide opportunities for minority contractors and vendors to participate in this Program; and the minority business enterprise plan submitted by or on behalf of Grantee as approved by the Department of Planning's Equal Opportunity Officer;

I. To the extent applicable, with local, State and federal laws regarding accessibility, including the Architectural Barriers Act of 1968, as amended (42 U.S.C. 4151 et seq.), and Section 502 of the Rehabilitation Act of 1973 as amended, (29 U.S.C. 792), (87 Stat. 394; 29 U.S.C. §794), which require that buildings designed, constructed, or altered with Federal assistance be made accessible to the physically disabled. These Acts also require that public conveyances procured with Federal assistance be readily accessible to, and usable by, physically disabled persons. Minimum accessibility standards for facilities are contained in "Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Disabled" published by the American National Standards Institute (41 CFR 101-19.6, Appendix A). As well, grantees may follow the standards contained in the Americans with Disabilities Act Accessibility Guidelines (28 CFR 36, Appendix A). These provisions are applicable to building or facilities owned or occupied by grantees/subgrantees which are intended to be accessible to the general public and which receive NMHA grant assistance (Refer to 36 CFR 1150, 1190, and the Historic Preservation Fund Grants Manual);

J. Federal Executive Order 11246 — Equal Employment Opportunity, which appear at 30 FR 12319, 12935, 3 CFR, 1964-1965 Comp., p.339, unless otherwise noted;

K. With all other state and federal laws and regulations prohibiting discrimination on the grounds of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, gender identity, or disability.

GRANTEE HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given this ____ day of _____, 20__, in consideration of and for the purpose of obtaining, and shall continue for the period of, state financial or technical assistance extended after the date hereof to or on behalf of Grantee by MHAA. Grantee recognizes and agrees that such State financial or technical assistance will be extended in reliance on the representations and agreements made in this Assurance. This Assurance is binding on Grantee, its successors, transferees, and assignees. Grantee further warrants that the person or persons whose signatures appear below are authorized to sign this Assurance on behalf of Grantee.

WITNESS:

COUNTY COMMISSIONERS OF QUEEN ANNE'S
COUNTY

(Signature)

By: _____

Name: _____

Title: _____

PLEASE DATE,

**SIGN, AND
WITNESS
SIGN**



COMMISSIONER'S OFFICE
DEC 6 '19 PM 1:56

Thank you so much for your continued NACo membership!

Just like your state association represents you in the state capital, NACo is your national organization, representing counties, parishes and boroughs in Washington, D.C.

NACo delivers unmatched value to our member counties through:

- Federal Policy Advocacy
- Cost-Saving Solutions
- Leadership Experiences
- Idea and Innovation Exchanges

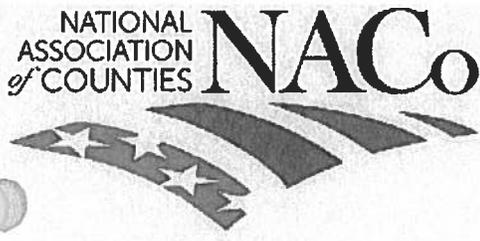
Your NACo membership connects you with an important support network of fellow county government officials and serves as a valuable resource for your county.

Enclosed please find an invoice for your 2020 NACo membership. For questions regarding your membership, please contact the Membership Team at membership@naco.org.

We value your engagement with NACo and will work with you in any way we can to support your needs.

Thank you!

Kimberly A. Hall
Director of Membership
khall@naco.org
202.942.4221



National Association of Counties
PO Box 38059
Baltimore, MD 21297-8059
 Phone: 888.407.NACo (6226)
 Fax: 866.467.1825
 EIN# 53-0190321

Customer ID:24035

Invoice

Lynda Thomas
 Director, Budget and Finance
 Queen Anne's County
 107 N Liberty St
 Centreville, MD 21617-1048

Invoice #: 260117
 Invoice Date: 11/18/2019

Our LockBox address has changed

Description	Quantity	Price	Discount	Amount
County Membership Dues 01/01/2020 - 12/31/2020	1	\$896.00	\$0.00	\$896.00

Thank you so much for your NACo membership!

For billing specific questions or updates, please contact
accountsreceivable@naco.org.

If you would like to learn more about your NACo membership, please visit
www.naco.org/membership for more information or contact the Membership Team at
membership@naco.org.

Invoice Total	\$896.00
Taxes	\$0.00
Amount Paid	\$0.00
PLEASE PAY	\$896.00

National Association of Counties (NACo) is a 501(c)(4). Payments are not deductible as charitable contributions.

◆ PLEASE DETACH AND RETURN WITH PAYMENT ◆

Our LockBox address has changed

Customer ID: 24035

Invoice #: 260117

Lynda Thomas
 Director, Budget and Finance
 Queen Anne's County
 107 N Liberty St
 Centreville, MD 21617-1048

Remit Payment To:
 National Association of Counties
 PO Box 38059
 Baltimore, MD 21297-8059

We encourage you to submit payments electronically by ACH credit
 Capital One Bank Routing# (ABA) -- 065 000 090 Account # 136 129 7942

THE COUNTY COMMISSIONERS OF
QUEEN ANNE'S COUNTY

The Liberty Building
107 North Liberty Street
Centreville, MD 21617

Telephone: (410) 758-4098

Fax: (410) 758-1170

e-mail: QACCommissioners&Administrator@qac.org

County Administrator: Todd R. Mohn, PE

Executive Assistant to County Commissioners: Margie A. Houck

County Attorney: Patrick Thompson, Esquire



*Queen
Anne's
County*

County Commissioners:

James J. Moran, At Large
Jack N. Wilson, Jr., District 1
Stephen Wilson, District 2
Philip L. Dumenil, District 3
Christopher M. Corchiarino, District 4

To: County Commissioners **ACTION ITEM**

From: Vivian Swinson, Zoning Administrator

Subject: Property Lien's

Date: January 14, 2020

Map 59A, Parcel 9, Lot 164, 6303 Main Street, Queenstown (\$220.00)

An independent contractor hired by the Zoning Office to cut grass at the above referenced addresses after the property owner ignored repeated attempts by the Zoning Inspector to get the site to comply with Queen Anne's County Code Chapter 19 Article II §19-2 L. (2) which states: A person may not allow any vegetation to grow higher than 12 inches on any lot or parcel that is: (a) Less than three acres in size; and (b) located in an approved or recorded residential subdivision or any part of which is within 200 feet of a neighboring residence.

Recommended Action:

I move to approve Resolution 20-01 to place a lien on the property listed in the County Zoning Administrator's memorandum dated January 14, 2020 for nuisance violation.

RESOLUTION 20-01

WHEREAS, The County Commissioners of Queen Anne's County are authorized under Section 1-104(p) of the Code of Public Laws of Queen Anne's County (Article 18 of the Code of Public Local Laws of Maryland) "to provide that any valid charges or assessments made against real property within the County shall be liens upon such property to be collected in the same manner as County taxes are collected",

AND WHEREAS, Queen Anne's County Ordinance No. 94-04 ("The Nuisance Ordinance") provides, *inter alia*, that "The County Commissioners of Queen Anne's County shall have the full power and authority to abate any nuisance as set forth herein by an appropriate means and to assess the property owner for the costs thereof. Any damage or assessments made hereunder shall be a lien against the real property benefitted and may be collected in the same manner as County real estate taxes.

AND WHEREAS, pursuant to the authority set forth above, The County Commissioners have abated to have caused to be abated a nuisance on the property described below and have determined that the costs thereof are fair and reasonable and are valid charges and assessments.

NOW THEREFORE IT IS RESOLVED, by The County Commissioners of Queen Anne's County that the amount shown below be assessed as a lien against the property described below and that the same be collected in the same manner as County real estate taxes.

PROPERTY: 6303 Main St.
Queenstown, MD 21658

TAX MAP: 59A GRID: 9 PARCEL: 164 LOT: 3 TAX ID#: 1805031354

OWNER: Essie L. Stills, C/O Cecil L. Merritt

AMOUNT OF ASSESSMENT: \$120.00
ADMINISTRATIVE FEE: \$100.00

WITNESS, the hands and seals of the County Commissioners of Queen Anne's County this 14th
day of January, 2019:20

ATTEST:

THE COUNTY COMMISSIONERS
OF QUEEN ANNE'S COUNTY

DEPARTMENT OF PLANNING & ZONING

110 Vincit St., Suite 104
Centreville, MD 21617



*Queen
Anne's
County*

Telephone Planning: (410) 758-1255
Fax Planning: (410) 758-2905
Telephone Permits: (410) 758-4088
Fax Permits: (410) 758-3972

County Commissioners:

James J. Moran, At Large
Jack N. Wilson, Jr., District 1
Stephen Wilson, District 2
Philip L. Dumenil, District 3
Christopher M. Corchiarino, District 4

To: County Commissioners

ACTION ITEM

From: Vivian J. Swinson
Zoning Administrator

Date: December 9, 2019

RE: Map 59A, Grid 9, Parcel 164 (6303 Main St. Queenstown, MD 21658)

On November 13, 2019, an independent contractor hired by the Zoning Office cut the grass at the above referenced address after the property owner ignored repeated attempts by the Zoning Inspector to get the site to comply with Queen Anne's County Code *Chapter 19 Article II §19-2.L.(2)* which states: *A person may not allow any vegetation to grow higher than 12 inches on any lot or parcel that is : (a) Less than three acres in size; and (b) located in an approved or recorded residential subdivision or any part of which is within 200 feet of a neighboring residence.*

Attached is the Resolution to place a lien on the subject property so the County can be reimbursed for the cost of the grass cutting.

Recommended Action:

I move that we approve the Resolution to place a lien on the property located at 6303 Main St. Queenstown, MD 21658 in the amount of \$220.00.



**Queen
Anne's
County**

County Commissioners:

James J. Moran, At Large
Jack N. Wilson, Jr., District 1
Stephen Wilson, District 2
Philip L. Dumenil, District 3
Christopher M. Corchiarino, District 4

DEPARTMENT OF PLANNING & ZONING

110 Vincit St., Suite 104
Centreville, MD 21617

Telephone Planning: (410) 758-1255
Fax Planning: (410) 758-2905
Telephone Permits: (410) 758-4088
Fax Permits: (410) 758-3972

November 15, 2019

Essie L. Stills
C/O Cecil L. Merritt
P.O. Box 472
Grasonville, MD 21638

RE: Tax Map 59A, Parcel 164 (6303 Main St. Queenstown, MD 21658) Grass

To Whom It May Concern:

Queen Anne's County hired an independent contractor to mow the grass on the property referenced above. Attached is a copy of the bill.

Therefore, you have twenty (20) days from the date of this letter to pay the \$120.00 bill, plus an administrative fee of \$100.00 for a total of \$220.00. Failure to pay the full amount will result in a lien being placed against your property. Please make the *check payable to the Queen Anne's County Commissioners* and mail it to the Dept. of Planning and Zoning 110 Vincit St., Suite 104, Centreville, MD 21617.

I can be reached at 410-758-4088 Monday through Friday from 8:00am to 10:00am if you need to contact me. Thank you for your time in this matter.

Sincerely,

Joe Pippin
Zoning/Nuisance Inspector

check Dec. 5th

Attachments: Invoice: Callahan's Lawn Care

Callahan's Lawn Care

**P.O. Box 241
Queenstown, MD 21658**

Invoice

DATE	INVOICE #
11/14/2019	7216

amount enclosed

BILL TO
Queen Annes County Att. Vivian Swinson 110 Vincit street Suite 104 Centreville , MD 21617

TERMS

ITEM	DESCRIPTION	SERVICED	AMOUNT
cut	6303 Main street cut overgrown lawn	11/13/2019	120.00
Thank you for your business.		Total	\$120.00



Queen
Anne's
County

DEPARTMENT OF PLANNING & ZONING

110 Vincit St., Suite 104
Centreville, MD 21617

Telephone Planning: (410) 758-1255
Fax Planning: (410) 758-2905
Telephone Permits: (410) 758-4088
Fax Permits: (410) 758-3972

County Commissioners:

James J. Moran, At Large
Jack N. Wilson, Jr., District 1
Stephen Wilson, District 2
Philip L. Dumenil, District 3
Christopher M. Corchiarino, District 4

October 24, 2019

Essie L. Stills
C/O Cecil L. Merritt
P.O. Box 472
Grasonville, MD 21638

RE: Tax Map 059A, Parcel 0164 (6303 Main St. Queenstown, MD 21658) Grass

To Whom It May Concern:

During an investigation of a nuisance complaint on your property, I have determined that you are in violation of Queen Anne's County Code *Chapter 19 Article II §19-2 L. (2)* which states: *A person may not allow any vegetation to grow higher than 12 inches on any lot or parcel that is: (a) Less than three acres in size; and (b) located in an approved or recorded residential subdivision or any part of which is within 200 feet of a neighboring residence.*

You have 7 days from the date of this letter to address the violation. **You must mow the entire yard.** If the grass is not cut, you may be issued a citation or Queen Anne's County may hire an independent contractor to cut the grass. Failure to pay the cost of the grass cutting within 15 days will result in a lien being placed against your property.

I can be reached at 410-758-4088 Monday thru Friday from 8am to 10am if you need to contact me.

Sincerely,

Joe Pippin
Zoning and Nuisance Inspector

- check Oct. 31
- ordered to mow. Nov. 6th
- waiting on invoice



QUEEN ANNE'S COUNTY
REQUEST FOR BUDGET AMENDMENT
FY 2020

Table with columns: Description of expenditure/revenue accounts to increase/(decrease), Fund, Account Code, Project, Increase (Decrease) Amount. Includes sections for Ag Transfer fund, MALPF project, and Gen Fund.

Justification:

On January 22, 2019, the County Commissioners approved a commitment of \$750,000 towards the Agricultural Land Preservation Matching Funds Program. The funds will be derived from the Agricultural Transfer Tax Fund (\$48,553), the MALPF program project fund (\$62,193), and also from the General Fund (\$639,254).

- The County portion of the easements purchased with the \$750,000 funding are:
(1) Eaton, 151.603 acres, \$240,115
(2) Knight Farms LLC, 130.81 acres, \$206,263
(3) Bostic, Coleman, and Liskow 105.0 acres, \$166,400
(4) Hayman and Coleman, 141.318 acres, \$137,222

The second section of the amendment provides budget authority in the MALPF project to move the budget from the other charges account to the transfer out account, since the funds will be transferred to the Ag Transfer Tax Fund.

The third section of the amendment provides budget authority in the General Fund to transfer \$639,254 to the Ag Transfer Tax fund. This is being balanced by increasing the income tax revenue budget and also using prior year fund balance of \$266,000 which represents the property tax collected in FY19 for the solar generators.

Requester printed Department: Nichole Hepler, Finance
Requester signature & date: Nichole Hepler 1/3/20
Finance Director signature & date: [Signature] 1/7/20
Approval & date:

6

CC-17

Date 1/3/2020

**QUEEN ANNE'S COUNTY
REQUEST FOR BUDGET AMENDMENT
FY 2020**

Description of expenditure/revenue accounts to increase/(decrease):	Fund	Account Code	Increase (Decrease) Amount
increase Rural Legacy State POS Appropriated Cap Grant	830	830000 33727	2,029,259
increase Rural Legacy Other Expenses	830	830000 8995	2,029,259

Justification:

This amendment will recognize a Rural Legacy program capital grant as per an agreement between the County and the Maryland State Board of Public Works. These grant funds are to purchase the following three (3) easements:

- (1) Charles and Martha Patterson III - \$136,007 including attorney fees - 34.09 acres - approved by County Commissioners on 9/11/18
- (2) HCB Jr. partners Ltd. - \$698,895 including attorney fees - 163.37 acres - approved by County Commissioners on 11/14/17
- (3) Charles and Martha Patterson III - \$1,194,357 including attorney fees - 273.567 acres - approved by County Commissioners on 9/11/18

The approved funding will enable the County to preserve 470 acres of agricultural land, woodland, environmentally sensitive areas, natural habitats and protect environmentally significant tributaries of the Chester and Corsica Rivers.

No County funds are requested.

Requester printed Department: Nichole Hepfer for Rural Legacy

Requester signature & date: Nichole Hepfer 1/7/20

Finance Director Signature & date: Judith A. Sell 1/7/20

Approval & date: _____



Maryland Transportation Authority

Larry Hogan, Governor
Boyd K. Rutherford, Lt. Governor
Pete K. Rahn, Chairman

Board Members:
Peter J. Basso
Dontae Carroll
William H. Cox, Jr.
William C. Ensor, III

W. Lee Gaines, Jr.
Mario J. Gangemi, P.E.
Jeffrey S. Rosen
John F. von Paris

James F. Ports, Jr., Executive Director

December 23, 2019

The Honorable James J. Moran
The Honorable Stephen Wilson
The Honorable Jack N. Wilson, Jr.
The Honorable Philip L. Dumenil
The Honorable Christopher M. Corchiarino
Queen Anne's County Board of County Commissioners
The Liberty Building
107 North Liberty Street
Centreville MD 21617

COMMISSIONER'S OFFICE
DEC 30 '19 PM2:15

Dear Queen Anne's County Commissioners:

Thank you for contacting me regarding the Maryland Transportation Authority's (MDTA) William Preston Lane Jr. Memorial (Bay) Bridge (US 50/301). As Chairman of MDTA, I am honored to respond.

We appreciate your support for all-electronic tolling, commonly referred to as cashless tolling, as expressed in your September 10, 2019, letter. As you know, cashless tolling was recently implemented at the Bay Bridge on Thursdays and Fridays from noon to 8 p.m. for the duration of the Westbound span rehabilitation project. Stopping cashless tolling operations at 8 p.m. versus 10 p.m. allows crews to implement two-way operations on the Eastbound span earlier, traffic volumes permitting, and close the Westbound span for overnight hydro-milling and concrete placement. The MDTA will continue to evaluate traffic patterns and may adjust the timeframe for cashless tolling during the deck project.

I am pleased to report that, pursuant to the Governor's directive, the MDTA is developing an aggressive timeline to implement all-electronic tolling full-time at the Bay Bridge as soon as possible, similar to the phased approach the MDTA used at the Thomas J. Hatem Memorial (US 40) and Francis Scott Key (I-695) bridges. First, workers will demolish specific toll booths to create wider lanes within the plaza and will install overhead tolling gantries to implement cashless tolling full-time next year. Next, additional construction will take place to demolish the entire toll plaza, reconstruct the roadway, and fill in the toll collector access tunnel.

Regarding the comments in your October 11, 2019, letter, the MDTA was pleased that the Commissioners supported MDTA steps to shorten the duration of the Westbound span rehabilitation project that included working through the Thanksgiving holiday and into Spring 2020. Crews are making repairs simultaneously in multiple work zones in different areas of the lane. Additionally, crews installed jersey barriers and cones along the full length of the lane to permit work in all four zones.

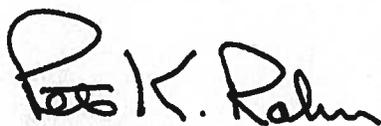
The Honorable James J. Moran
The Honorable Stephen Wilson
The Honorable Jack N. Wilson, Jr.
The Honorable Philip L. Dumenil
The Honorable Christopher M. Corchiarino
Page Two

In planning for this project, there were no plans to operate contraflow on the Westbound bridge. After experiencing severe delays and receiving public input and to mitigate the traffic impact on commuters, visitors, and local residents, however, the MDTA reviewed the feasibility of implementing contraflow on the Westbound bridge span. After a rigorous safety analysis, the MDTA concluded that contraflow could be safely accomplished at reduced speeds and increased law enforcement assistance. I can assure that two-way operations (contraflow) will be reserved for emergency situations and severe backups only. The MDTA will continue to work with Queen Anne's County and Anne Arundel County leaders on finding a balanced approach to Westbound and Eastbound traffic approaching the bridge.

Since the project began, the MDTA responded to hundreds of questions via social media, email, and phone calls and created a new notification system for commercial-vehicle operators. We created an alert specific to Commercial Vehicles. They can sign up for email/text alerts at mdta.maryland.gov and subscribe to #BayBridgeWork Commercial Vehicle Notifications. These notifications alert truckers when the Bay Bridge goes into two-way operations and truck restrictions go into effect on the Westbound span. This is a tremendous resource that enhances our public notification system.

Thank you again for contacting me. I appreciate hearing from you. If you have additional questions or concerns, please contact MDTA Executive Director James F. Ports, Jr. at 410-537-1001 or via email at jports@mdta.maryland.gov. Of course, you may always contact me directly.

Sincerely,



Pete K. Rahn
Chairman

cc: Mr. James F. Ports, Jr., Executive Director, MDTA

December 5, 2019

The Honorable James J. Moran
Queen Anne's County Government
107 N. Liberty Street
Centreville MD 21617

Dear Commissioner Moran:

With the October 1, 2020 federal REAL ID deadline less than a year away, the Maryland Department of Transportation Motor Vehicle Administration (MDOT MVA) remains focused on ensuring all Marylanders are educated about and prepared for REAL ID. We are pleased to provide you with information on how MDOT MVA can assist you and your constituents through this process.

The federal REAL ID Act was passed by Congress after the September 11, 2001, terrorist attacks to create security standards for driver's licenses and identification (ID) cards nationwide. As of October 1, 2020, Marylanders must have documents on file and a REAL ID compliant driver's license or ID card with the REAL ID star in the upper right-hand corner in to use their driver's license or ID card to board an aircraft or access federal facilities. The REAL ID document requirements include: a government-issued birth certificate or U.S. Passport, proof of social security, and two documents proving a Maryland home address.

The MDOT MVA is directly contacting all customers over time to let them know what actions, if any, need to be taken to make their license or ID REAL ID compliant, but customers don't have to wait to hear from us to act. Marylanders can check their REAL ID status online by entering a driver's license or ID card number into the REAL ID Lookup Tool at <https://realid.mva.maryland.gov>. If required to bring in documents, customers should visit www.mva.maryland.gov/odg to guide them in identifying the needed documents and schedule an appointment. With an appointment, customers are guaranteed to be seen within 15 minutes of that scheduled time.

To learn more about REAL ID and help communicate REAL ID to your residents, visit our REAL ID toolkit with fact sheets, educational videos, and more at www.mva.maryland.gov/realid/real-id-toolkit.htm. Look for the link "For Maryland Counties" to get sample social media messages and graphics for your own social media accounts.

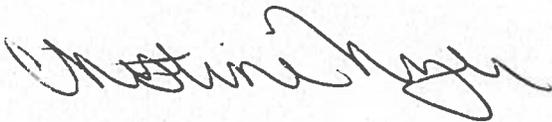
We are making great progress, and we are continuing to look for ways to make meeting the federal REAL ID requirements as accessible and efficient as possible for our customers. Since January we have served more than 548,000 customers with appointments, and over 57 percent of eligible Marylanders, or 2.6 million residents, are now REAL ID compliant.

The Honorable James J. Moran
Page Two

In addition to ongoing communication via direct mail, we continue to provide our customers one-on-one access to answers about REAL ID through outreach at community events. If you would like an MDOT MVA REAL ID Ambassador at a community event in your county, please let me know. Our REAL ID community calendar can be found at <http://www.mva.maryland.gov/realid/realid-outreach-calendar.htm>. I hope this information will be helpful for you and your constituents.

If you have any additional questions, please contact Ms. Ellie Simmons, MDOT MVA Manager of Legislative Services and Policy Development, at 410-768-7205 or esimmons2@mdot.maryland.gov or you can reach me at 410-787-7830 or cnizer@mdot.maryland.gov. Ms. Simmons and I will be happy to assist you.

Sincerely,



Christine Nizer
Administrator

cc: Ms. Ellie Simmons, Manager, Legislative Services and Policy Development, MDOT MVA



REAL ID Milestones

Queen Anne's County

54%

of Queen Anne's County residents are Real ID compliant - they have their documents on file and the Real ID license/ID.

57%

of all Marylanders are Real ID compliant.

576

appointments are available each week at the Easton branch office - the most convenient branch to Queen Anne's County residents. All appointments are guaranteed to be seen in 15 minutes.

**Snapshot as of December 2019*



*Queen
Anne's
County*

BOARD OF APPEALS 3

110 Vincit St., Suite 104
Centreville, MD 21617

Telephone : (410) 758-1255
Fax: (410-758-2905

County Commissioners:

- James J. Moran, At Large
- Jack N. Wilson, Jr., District 1
- Stephen Wilson, District 2
- Philip L. Dumenil, District 3
- Christopher M. Corchiarino, District 4

December 13, 2019

Joseph A. Stevens, Esq.
Stevens Palmer, LLC
114 W. Water St.
Centreville, MD 21617

**RE: BOARD OF APPEALS CASE NO. BOA-19-12-0053
QUEEN ANNE'S CONSERVATION ASSOC., INC.
APPEAL OF PLANNING COMMISSION'S 11/14/19 APPROVAL
OF MAJOR SUBDIVISION/SITE PLAN NO. SP-18-09-0014-C
PHASE II – K. HOVNANIAN'S FOUR SEASONS AT KENT ISLAND LLC**

Dear Mr. Stevens:

This is to advise that on December 13, 2019 an appeal was filed with the Board of Appeals against the above property (Map 49, Parcel 7) by Queen Anne's Conservation Assoc., Inc. A copy of the application is enclosed for your information. You will be notified when the public hearing is scheduled.

If you have any questions, please call me.

Sincerely,

Cathy Maxwell
Clerk

Enc.

**CC: Mike Irons (Four Seasons)
Jesse B. Hammock, Esq.
Peter R. Cotter, Esq.
Jay Falstad (QA Conservation Assoc.)
Robert Foley
Brian Foley
James & Karen Wimsatt**

Hal Fischer & Molly MacGlashan-Fischer

Andrea Prieto

Christopher F. Drummond, Esq.

Barry F .Griffith, Lane Engineering

Patrick E. Thompson, Esq.

Co. Commissioners of QA Co.

Bd. Members

Sager A. Williams, Sr., Esq.

Michael Wisnosky

John Shelton

Vivian Swinson

Steve Cohoon



Davis, Moore, Shearon & Associates, LLC

December 16, 2019

County Commissioners of
Queen Anne's County
107 N. Liberty Street
Centreville, MD 21617

RE: PROPOSED ROYAL FARMS STORE #218 LANDS OF BAY BRIDGE AIRPARK, LIMITED PARTNERSHIP, LOCATED 336 ROMANCOKE ROAD, STEVENSVILLE MD, TAX MAP 56, PARCEL 335, LOTS 3, 4, 5, DMS & ASSOCIATES JOB #2018065

COMMISSIONER'S OFFICE
DEC 16 '19 AM 9:02

To Whom It May Concern:

Attached please find the adjacent property owners Notification Form associated with the above referenced project. As required by the County Code the developer is responsible for notifying adjacent property owners of the project.

If you should have any questions about the project please call me at (443) 262-9130.

Sincerely,

DMS & Associates, LLC

Kevin J. Shearon, P.E., LEED AP
Project Manager

Notification to Adjacent Property Owners



Queen Anne's County Department of Planning and Zoning
110 Vincit Street, Suite 104, Centreville, MD 21617
Telephone: 410-758-1255 Fax: 410-758-2509
E-Mail: devrev@gac.org

Dear Adjacent Property Owner,

In accordance with County regulations, your property has been identified as being adjacent to a proposed project or development. As part of the requirements of Queen Anne's County, this notification is part of the application package required by the Planning Department for any subdivision or site plan approval. This notification must be in writing and prior to the submittal of the application to the County.

The application package will be submitted to the Planning Department on Dec 16, 2019.

Identification of Property:

Tax Map: 56 Block: _____ Parcel: 335 Lot: 3,4,5

Property Address:

(if no street address is available because the property is vacant, provide a description of the location)

336 Romancoke Road
Stevensville, MD 21666

Intent and purpose of the proposed development to be submitted:

Proposed Royal Farms

Applicant Information:

Applicant(s) Name: Two Farms, Inc Jack Whisted
Project Name: Royal Farms Store #218
Applicant(s) Address: 3611 Roland Ave. Baltimore, MD 21211
Applicant Phone/Email: 410-889-0200 jwhisted@royalfarms.com
Applicant's Agent: Kevin Shearon DMS & Associates, LLC
Agent's Address: PO Box 80 Centreville, MD 21617
Agent's Phone/Email: 443-262-9130 Kjs@dmsandassociates.com

Property Owner:

(if not the same as the applicant listed above)

Name: Bay Bridge Airpark Limited Partnership
Address: PO Box 6516 Annapolis, MD 21401

This is a notification and does not require a response. All applications are public information once submitted and may be reviewed at the Department of Planning & Zoning during regular business hours from 8:00am – 4:30 pm. Please see attached information on how to contact the Department of Planning & Zoning.

STATEMENT OF PURPOSE AND INTENT

THE SITE IS LOCATED ON THE NORTH SIDE OF MARYLAND ROUTE 8 (ROMANCOKE ROAD). THERE ARE CURRENTLY THREE (3) PARCELS. A REVISION OF LOT LINES PLAT TO RECONFIGURE THE THREE (3) PARCELS INTO ONE (1) PARCEL WILL BE REQUIRED. ALL EXISTING STRUCTURES AND IMPROVEMENTS WILL BE REMOVED. A NEW 4,649 sq. ft. CONVENIENCE STORE, A 1,248 sq. ft. CAR WASH, THEIR ASSOCIATED PARKING AND SIX (6) FUEL PUMPS ARE PROPOSED FOR THIS DEVELOPMENT.

THE PURPOSE OF THIS CONCEPT PLAN IS TO OBTAIN APPROVAL FROM THE QUEEN ANNE'S COUNTY DEPARTMENT OF PLANNING AND ZONING FOR THE PROPOSED LAYOUT PRIOR TO SUBMITTING DETAILED ENGINEERING DESIGN PLANS.

PAVEMENT SHOWN  SHALL BE 2" HOT MIX ASPHALT SUPERPAVE 12.5 mm FOR SURFACE, PG 64-22, LEVEL 2, ON 8" HOT MIX ASPHALT SUPERPAVE 19.0 mm BASE, PG 64-22 IN 2-3" LIFTS ON 12" BASE COURSE USING GRADED AGGREGATE IN 2-6" LIFTS.

PAVEMENT SHOWN  SHALL BE 5" BITUMINOUS CONCRETE (2" SURFACE COURSE, BAND 9.5 mm ON 3" BASE COURSE, BAND 19.0 mm) ON 8" OF CR-6 ON COMPACTED SUBGRADE. SUBGRADE AND CR-6 ARE TO BE COMPACTED TO 95% MODIFIED PROCTOR DENSITY.

PROPOSED CONCRETE WALK/PAD TYPICAL WHERE SHOWN 

LEGEND

-  DEED POINT
-  EXISTING EDGE OF WOODS
-  EXISTING WOODS TO BE REMOVED
-  SOILS LINE AND TYPE
-  PROPOSED TRAFFIC FLOW

OWNER:
BAY BRIDGE AIRPARK LIMITED PARTNERSHIP
P.O. BOX 6516
STEVENSVILLE, MARYLAND 21666

DEVELOPER:
TWO FARMS, INC.
c/o REAL ESTATE DEPARTMENT
3611 ROLAND AVENUE
BALTIMORE, MARYLAND 21211
PHONE No. 1-410-889-0200

ENGINEER:
DMS & ASSOCIATES, LLC
c/o KEVIN J. SHEARON, P.E., LEED
P.O. BOX 80
CENTREVILLE, MARYLAND 21617
PHONE No. 1-443-262-9130

SITE STATISTICS

CURRENT USE - COMMERCIAL/PRODUCE STAND
PROPOSED USE - COMMERCIAL/CONVENIENCE STORE

GROSS SITE AREA = 5.531 ac± (240,948 sq. ft.±)
NON-CRITICAL AREA = 2.380 ac± (103,890 sq. ft.±)
CRITICAL AREA = 3.151 ac± (137,258 sq. ft.±)
IDA = 1.116 ac± (48,628 sq. ft.±)
LDA = 2.035 ac± (88,630 sq. ft.±)

NON-CRITICAL AREA AND IDA CALCULATIONS:

BASE SITE AREA = 3.497 ac± (152,318 sq. ft.±)
NON-CRITICAL AREA = 2.380 ac± (103,890 sq. ft.±)
IDA = 1.116 ac± (48,628 sq. ft.±)
AREA IN BUFFERYARDS = 0.184 ac± (8,024 sq. ft.±)
AREA WITHIN FLOODPLAIN = 0.000 ac± (0,000 sq. ft.±)

FLOOR AREA (PERMITTED) (40%) = 1.399 ac± (60,927 sq. ft.±)
FLOOR AREA (EXISTING) (0.0%) = 0.000 ac± (0,000 sq. ft.±)
FLOOR AREA (TO BE REMOVED) = 0.000 ac± (0,000 sq. ft.±)
FLOOR AREA (PROPOSED) (3.9%) = 0.135 ac± (5,897 sq. ft.±)
* - INCLUDES CAR WASH

IMPERVIOUS AREA (PERMITTED) (80%) = 2.798 ac±
IMPERVIOUS AREA (EXISTING) (9.5%) = 0.331 ac±
IMPERVIOUS AREA (TO BE REMOVED) = 0.331 ac±
IMPERVIOUS AREA (PROPOSED) (56.8%) = 1.980 ac±

LANDSCAPE AREA (REQUIRED) (20%) = 0.699 ac±
LANDSCAPE AREA (EXISTING) (90.5%) = 3.166 ac±
LANDSCAPE AREA (PROVIDED) (43.4%) = 1.517 ac±

PARKING REQUIREMENTS

PROPOSED: (SECTION 18-1-83.K(1)(g))
1 space/100 sq. ft. CONVENIENCE STORE X 4,649 sq. ft. = 47 SPACES

PARKING SPACES (REQUIRED) = 47 SPACES (2 HANDICAP)
PARKING SPACES (PROVIDED) = 74 SPACES (3 HANDICAP)

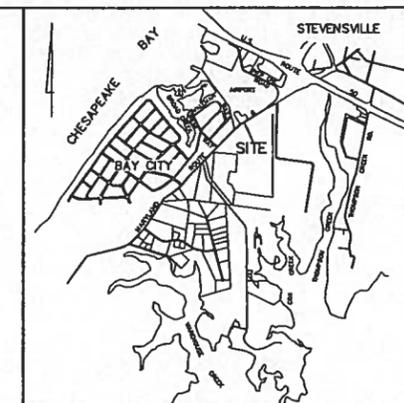
FOREST CONSERVATION REQUIREMENTS

REQUIRED FOREST CONSERVATION IN ACCORDANCE WITH CHAPTER 18.2 OF THE COUNTY CODE:

TOTAL TRACT ACRES = 5.531 AC.
NET TRACT = 2.380 AC.
PROPERTY CONSERVATION THRESHOLDS:
CONSERVATION 15% = 0.36 AC.
AFFORESTATION 15% = 0.36 AC.

EXISTING FOREST = 0.96 AC.
FOREST CONSERVATION REQUIRED = 0.36 AC.
FOREST TO BE DEVELOPED AND/OR CLEARED = 0.90 AC.
FOREST CONSERVATION RETAINED AND PROVIDED = 0.80 AC.
FOREST TO BE RETAINED = 0.06 AC.
AFFORESTATION PROVIDED = 0.74 AC.**

** - DUE TO THE SITE'S CLOSE PROXIMITY TO THE AIRSTRIPS AT THE BAY BRIDGE AIRPORT, FULFILLING THE REQUIREMENTS OF CHAPTER 18.2 FOREST CONSERVATION ACT AND PROVIDING OF 0.74 AC. OF AFFORESTATION IS NOT PREFERABLE. THEREFORE, A FEE-IN-LIEU IS PROPOSED PER CHAPTER 18-2-15.B.



VICINITY MAP
SCALE 1" = 2000'

NOTES

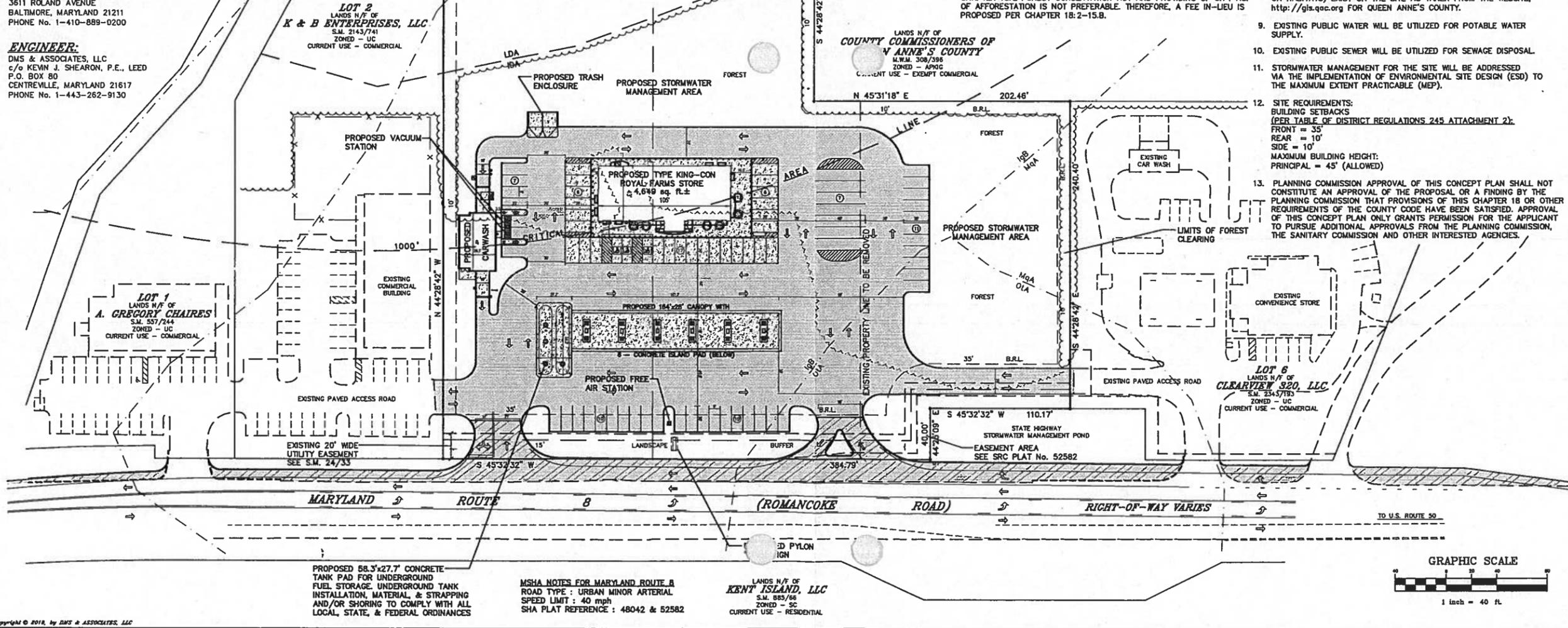
1. PROPERTY LINE INFORMATION SHOWN HEREON IS TAKEN FROM A PLAT ENTITLED "ADMINISTRATIVE SUBDIVISION OF THE LANDS OF BAY BRIDGE AIRPARK LIMITED PARTNERSHIP" PREPARED BY MCCRONE, IN JULY, 1996 AND RECORDED IN PLAT BOOK LIBER S.M. 24, FOLIO 33.
2. FOR DEED REFERENCE, SEE LIBER S.M. 171, FOLIO 625.
3. CURRENT ZONING CLASSIFICATION IS "UC" (URBAN COMMERCIAL).
4. THE PROPERTY IS PARTIALLY LOCATED WITHIN THE CHESAPEAKE BAY CRITICAL AREA DESIGNATIONS - LDA & IDA.
5. SITE IS NOT LOCATED WITHIN THE 100 YEAR FLOODPLAIN AS SCALED FROM FLOOD INSURANCE RATE MAP COMMUNITY PANEL No. 2403503050. (ZONE "X") (UNSHADED) DATED NOVEMBER 14, 2015.
6. SOILS ON SITE ARE SCALED FROM THE WEBSITE: <http://websoil.survey.nrcs.usda.gov> FOR QUEEN ANNE'S COUNTY. "CgA" & "OIA" ARE HYDRIC SOILS.
7. WOODLANDS SHOWN HEREON ARE THE RESULT OF A FIELD RUN SURVEY BY MICHAEL A. SCOTT, INC. IN JANUARY, 2019.
8. NO OTHER NATURAL RESOURCES (i.e., NONTIDAL WETLANDS AND BUFFER, STREAM AND BUFFER, STEEP SLOPES, ENDANGERED SPECIES OR HABITATS) EXIST ON THE SITE AS TAKEN FROM THE WEBSITE, <http://gls.qcc.org> FOR QUEEN ANNE'S COUNTY.
9. EXISTING PUBLIC WATER WILL BE UTILIZED FOR POTABLE WATER SUPPLY.
10. EXISTING PUBLIC SEWER WILL BE UTILIZED FOR SEWAGE DISPOSAL.
11. STORMWATER MANAGEMENT FOR THE SITE WILL BE ADDRESSED VIA THE IMPLEMENTATION OF ENVIRONMENTAL SITE DESIGN (ESD) TO THE MAXIMUM EXTENT PRACTICABLE (MEP).
12. SITE REQUIREMENTS:
BUILDING SETBACKS (PER TABLE OF DISTRICT REGULATIONS 245 ATTACHMENT 2):
FRONT = 35'
REAR = 10'
SIDE = 10'
MAXIMUM BUILDING HEIGHT:
PRINCIPAL = 45' (ALLOWED)
13. PLANNING COMMISSION APPROVAL OF THIS CONCEPT PLAN SHALL NOT CONSTITUTE AN APPROVAL OF THE PROPOSAL OR A FINDING BY THE PLANNING COMMISSION THAT PROVISIONS OF THIS CHAPTER 18 OR OTHER REQUIREMENTS OF THE COUNTY CODE HAVE BEEN SATISFIED. APPROVAL OF THIS CONCEPT PLAN ONLY GRANTS PERMISSION FOR THE APPLICANT TO PURSUE ADDITIONAL APPROVALS FROM THE PLANNING COMMISSION, THE SANITARY COMMISSION AND OTHER INTERESTED AGENCIES.

DAVIS, MOORE, SHEARON & ASSOCIATES, LLC
ENGINEERING, DRAFTING/DESIGN, ENVIRONMENTAL SERVICES & SURVEYING
P.O. BOX 80, CENTREVILLE, MD 21617
PHONE: 1-443-262-9130
FAX: 1-443-262-9148

DATE	REVISION

CONCEPT PLAN FOR THE DEVELOPMENT OF **ROYAL FARMS STORE #218** ON LOTS 3, 4, & 5 OF THE **BAY BRIDGE AIRPARK** NEAR THE VILLAGE OF STEVENSVILLE
TAX MAP - 56, GRID - 4, PARCEL - 335, LOTS - 3, 4 & 5

DATE	SCALE	DRAWN BY
DECEMBER 19, 2018	1" = 40'	
JOB NO.		DESIGNED BY
2018085		KCS
FOLDER NO.		SHEET NO.
58-2018085		
CADD FILE		
10089-09-13-13-18		



Copyright © 2018, by DMS & ASSOCIATES, LLC



January 2, 2020

The County Commissioners
of Queen Anne County
107 Liberty Street
Centreville, MD 21617

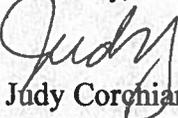
COMMISSIONER'S OFFICE
JAN 6 '20 PM3:24

Thank you for your donations of \$3200 in support of Queen Anne's County Council for Children and Youth, Make a Difference Day, and The Haunted Trap House.

This letter is an official receipt for your contribution for 2019 (thank you!), and verifies that you did not receive goods or services in exchange for your donation. You should retain this letter in your records for tax purposes. The Queen Anne's Advocates for Youth, Inc is a 501c(3) exempt organization for both federal and state tax purposes.

On behalf of the board of directors, I want to extend our deepest gratitude for your support of our community commitment to the children, youth, and their families, in Queen Anne's County.

Sincerely,


Judy Corchiarino
Treasurer

The Queen Anne's Advocates for Youth, Inc. is the fiscal sponsor of and can accept tax deductible gifts for the following groups:

- Queen Anne's County Council for Children and Youth
- Jacki Carter Young People Who Care Award
- Make a Difference Day
- Chesapeake Equestrian Club
- Queen Anne's County Health Dept Car Seat Program
- Queen Anne's County Mentoring Program
- Queen Anne's County Character Counts
- Queen Anne's County Drug Free Coalition
- LMB-Challenge Day
- LMB-Multicultural Proficiency

Non Profit Tax ID#52-1770586 A copy of our current financial statement is available upon request at the below address. Documents and information submitted to the State of Maryland under the Maryland Charitable Solicitation Act are available from the Office of the Secretary of State for the cost of copying and postage.

Queen Anne's Advocates for Youth, Inc

110 Channel Marker Way Suite 101, Grasonville, MD 21638

qaadvocates@gmail.com 202 257 4982

COUNTY ORDINANCE NO. 19-17

A BILL ENTITLED

AN ACT CONCERNING the expansion of a use and/or tenant space in a structure which occupies more than 65,000 square feet of gross floor area in the Urban Commercial Zoning District Density and Intensity Requirements in Queen Anne's County.

FOR THE PURPOSE of establishing specific standards of applicability and supplemental regulations for the expansion of a use and/or tenant space in a structure which occupies more than 65,000 square feet of gross floor area in Chapter 18:1-22.D (3) [Urban Commercial Density/intensity requirements] and Chapter 18:1-58 [Supplemental Uses/Additional uses and regulations] in Queen Anne's County.

BY ADDING an additional exception to Chapter 18:1-22.D (3) and additional standards to Chapter 18:1-58 of the Code of Public Local Laws of Queen Anne's County, Maryland.

SECTION I

BE IT ENACTED BY THE COUNTY COMMISSIONERS OF QUEEN ANNE'S COUNTY, MARYLAND that the following provisions be ADDED to Chapter 18:1-22.D (3) and additional standards to Chapter 18:1-58 of the Code of Public Local Laws:

"Chapter 18:1-22.D (3) Urban Commercial Density/intensity requirements

. . .

Q. Expansion of a use and/or tenant space that occupies more than 65,000 square feet of gross floor area in a structure that existed on or before January 6, 2004; such expansion is limited to 50% of the gross floor area of the use and is subject to supplemental use standards outlined in Chapter 18:1-58.O.

"Chapter 18:1-58 Supplemental Uses/Additional uses and regulations

. . .

O. Expansion of a use and/or tenant space that occupies more than 65,000 square feet of gross floor area in a structure (within the Urban Commercial District).

(1) Expansion of use and/or tenant space which occupies more than 65,000 square feet of gross floor area in a structure shall be

permitted only for uses that were operating on or before January 6, 2004.

(2) The expansion shall not exceed 50% of the gross floor area of the space that existing on January 6, 2004 and is subject to the Town Center and Urban Commercial Design Standards: Commercial and Mixed-Use Development Standards which must be implemented insofar as possible.

SECTION II

BE IT FURTHER ENACTED that this Ordinance shall take effect on the forty-sixth (46th) day following its adoption.

INTRODUCED BY: Commissioner Moran

DATE: November 26, 2019

PUBLIC HEARING HELD: January 14, 2020 @ 6:15 pm

VOTE: Yea Nay

DATE OF ADOPTION:

EFFECTIVE DATE:

COUNTY ORDINANCE NO. 19-18

A BILL ENTITLED

AN ACT CONCERNING Revisions to Chapter 22 of the Code of Public Local Laws of Queen Anne's County (Parks and Recreation);

FOR THE PURPOSE of revising and updating Chapter 22 of the Code of Public Local Laws; correcting the name of the Parks and Recreation Advisory Board; revising the term of office of Board members; providing for a Secretary to the Board; revising the provisions respecting the annual report of the Board and its budget recommendations; clarifying the qualifications of the Director of Parks and Recreation; provide for adoption of regulations by the County Commissioners of Queen Anne's County; providing for approvals and permits in connection with the issuance of certain licenses; eliminating the Code of Conduct Review Board; prohibiting glass containers in all County parks and facilities; clarifying the provisions on use of metal detectors and digging in County parks and on the use of drones; providing for permits for use of artificial turf fields; providing for use of grills and stoves in County parks; prohibiting use of tobacco products; providing for the lack of lifeguards in County parks; providing for use of documented service animals; clarifying provisions on regulation of traffic, parking of large trucks and buses and parking in fire lane and loading areas; revising and updating the provisions on rental and permit fees; and generally revising and updating the provisions of Chapter 22 of the Code of Public Local Laws.

BY REPEALING AND READOPTING Chapter 22 of the Code of Public Local Laws of Queen Anne's County.

SECTION I

BE IT ENACTED BY THE COUNTY COMMISSIONERS OF QUEEN ANNE'S COUNTY, MARYLAND that CHAPTER 22 of the Code of Public Local Laws be and hereby REPEALED and the same is hereby READOPTED to read as set forth on the attached Exhibit A.

SECTION II

BE IT FURTHER ENACTED that this Ordinance shall take effect on the forty-sixth (46th) day after its adoption.

INTRODUCED BY: Commissioner Moran

DATE: November 12, 2019

PUBLIC HEARING HELD: December 10, 2019 @ 6 pm

VOTE: _____ Yea _____ Nay

DATE OF ADOPTION: _____

EFFECTIVE DATE: _____

PARKS AND RECREATION

QUEEN ANNE'S COUNTY CODE

Chapter 22

PARKS AND RECREATION

GENERAL REFERENCES

Definitions – See Ch. 2.

Hucksters and peddlers – See Ch. 16.

Rules of interpretation – See Ch. 3.

Public landings – See Ch. 20.

Animal control – See Ch. 9.



PARKS AND RECREATION

ARTICLE I
Advisory Board of Parks and Recreation

§ 22-1. Definitions.

In this article, the following terms shall have the meanings indicated:

BOARD — The Advisory Board of ~~Recreation and Parks~~. Parks and Recreation.

§ 22-2. Board authorized.

The County Commissioners may establish an Advisory Board of Parks and Recreation with the powers and duties specified in this article.

§ 22-3. Membership; tenure; vacancies.

A. Composition; appointment of members.

- (1) The Board consists of nine members appointed by the County Commissioners.
- (2) Of the nine members of the Board:
 - (a) One shall be first recommended by the County Board of Education from its membership or otherwise; and
 - (b) One shall be a County Commissioner.
- (3) In the appointment of Board members, the County Commissioners shall give due regard to population and geography.

B. Tenure; vacancies.

- (1) Except for the County Commissioner member, the term of a member is ~~four~~ three years and begins on January 1.
- (2) The County Commissioner member may serve for the member's elected term of office as a County Commissioner.
- (3) At the end of a term, a member continues to serve until a successor is appointed.
- (4) Vacancies, except those at the expiration of a term, shall be filled in the same manner as the original appointments.
- (5) A member who is appointed after a term has begun serves only for the rest of the term and until a successor is appointed.

§ 22-4. Officers.

Chairman and Vice Chairman and Secretary. Each year, the Board shall select a Chairman, Vice Chairman and Secretary from the Board's membership.

- A. ~~Secretary and Treasurer~~. The Board shall select a ~~Secretary and Treasurer~~ who may or may not be members of the Board.

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- B. ~~Bond. The Board may require the Treasurer to give bond in the amount that the Board determines.~~

§ 22-5. Meetings; compensation.

- A. Meetings. The Board shall hold the regular and special meetings that the Board considers necessary.
- B. Compensation prohibited. All members of the Board serve without compensation but may be reimbursed for reasonable travel expenses associated with serving on the Board.

§ 22-6. Report.~~budget~~

Annual report. The Board shall submit to the County Commissioners a regular report of the Board's activities, and may recommend further activities and development of the County Parks system and Recreation programs.

- A. ~~Budget. The Board shall review the Department of Parks and Recreation's annual budget submission and make recommendations to the County Commissioners, under the requirements of law, itemizing the appropriations necessary for the performance of the Department's functions and duties. The Board may advocate to the County Commissioners, for budget recommendations that may further the goals and objectives of The Department.~~

§ 22-7. Employees.

- A. In general. The County Commissioners may employ the personnel that the County Commissioners consider necessary to administer properly the functions of the Department of Parks and Recreation.
- B. Director of Parks and Recreation.
- (1) If the County Commissioners employ a Director of Parks and Recreation, the person shall have the training, experience, and capacity to initiate and maintain a public park system and a program of public recreation under the person's general supervision.
- (2) The Director of Parks and Recreation serves at the pleasure of the County Commissioners.
- C. Salaries. The County Commissioners shall fix the salaries of all personnel.

§ 22-8. General powers and duties.

- A. Questions of general policy. The Board shall advise the Department of Parks and Recreation and the County Commissioners on all questions of general policy relating to parks and public recreation in the County. The Board shall furthermore advise the Department of Parks and Recreation as to matters of

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general policy and direction, and, when appropriate, bring matters of public interest to the attention of the Department and The County Administration. The Department shall endeavor to work cooperatively with the Board whenever possible and in case of dispute, the matter shall be addressed to the County Administrator or Commissioners for settlement.

- B. Regulations. The Board may ~~adopt~~ recommend to the County Commissioners any regulation necessary to carry out this chapter or to protect the property under its control.
- C. Expenditure of funds. The Board shall be charged with the responsibility of setting fees and charges for all those properties, programs and activities supervised or controlled by the Department of Parks and Recreation, and these assessments shall be reviewed no less than annually by the Board, subject only to the authority of the County Commissioners to amend or revise such fees and charges in their discretion.
- D. Appointment of advisory committees. The Board may appoint advisory committees or panels to assist in the exercise of the Board's powers and duties.

§ 22-9. Program of public recreation.

- A. Adoption of program. Subject to budgetary policies and appropriations of the County Commissioners, the Board may recommend or cause to be conducted or directed a comprehensive program of public recreation in schools, parks, or other lands or buildings, either publicly or privately owned.
- B. The Board may advise as to the development, operation and maintenance of County parks and recreation facilities, subject to § 22-8 above.
- C. Issuance of permits. The Department may issue permits for the use of any facilities under the control of the Department of Parks and Recreation.

§ 22-10. Control of property.

- A. Agreements. The control of any land, buildings, or other acceptable facilities shall be in accordance with agreements reached between the Department and the person who has jurisdiction over the property.
- B. Power not limited. The power conferred by this section does not limit the power of the County Commissioners, the Board of Education, any governmental agency, or any person to refuse to allow or to limit the use of any ground, building, or facility under their control, ownership, or jurisdiction.

§ 22-11. Committees.

- A. **Authorized.** With the approval of a majority of the members of the Board, the Chairman of the Board may annually appoint committees to collect data and study and make recommendations to the Board on recreation and park issues of particular concern to the Board.
- B. **Reports.** A committee may submit reports to the County Planning Commission when the committee's work or observations relate to planning and zoning.
- C. **Appropriations.** The County Commissioners may appropriate public funds to implement and support the powers and duties under this section.

§ 22-12. Cooperation with other agencies.

The County Commissioners, by and through the Board, may join or cooperate with the federal government, the State of Maryland, any municipality, or other governmental agency in providing, establishing, conducting, and maintaining recreation centers, playgrounds, parks, and other recreation facilities and activities.

ARTICLE II
Beaches, Parks, and Recreation Areas

§ 22-13. License required.

A person may not operate a bathing beach, amusement park, or recreation area in the County, outside the limits of any incorporated municipality, unless the person first obtains a license from the County Commissioners and all appropriate approvals and permits.

§ 22-14. Requirements for license.

- A. Determined by County Commissioners. The County Commissioners shall determine:
- (1) The terms for issuance of a license; and
 - (2) The fee for a license.
- B. Factors for consideration. In making the determination under Subsection A of this section, the County Commissioners shall take into consideration the effect of the issuance of any license on the public health, welfare, or morals of the County.

§ 22-15. Regulations.

The County Commissioners may adopt regulations that are necessary to:

- A. Carry out this article; and
- B. Effectively regulate the beaches, parks, and recreation areas in the County

ARTICLE III
Use of County Parks

§ 22-16. Definitions.

In this article, the following words have the meanings indicated:

DEPARTMENT — The Queen Anne's County Department of Parks and Recreation.

DESIGNEE — Those persons or agencies designated under § 22-24 of this article with responsibility for enforcement of this article.

DIRECTOR — The Director of the Department.

~~CODE OF CONDUCT REVIEW BOARD — A board comprised of selected league representatives, for the purpose of promoting, supporting and enforcing appropriate athletic conduct and behavior.~~

SPORTS CODE OF CONDUCT — Refers to appropriate athletic conduct and behavior as determined and adopted from time to time by the Code of Conduct Review Board.

~~§ 22-17. Code of Conduct Review Board.~~

The Code of Conduct promotes, ~~supports~~ and enforces appropriate athletic conduct and behavior as overseen by the Department of Parks and Recreation and or within the county park system.

- ~~A. Review Board defined. In this article, "Review Board" means the Code of Conduct Review Board.~~
- ~~B. Review Board authorized. The Department may establish the Code of Conduct Review Board with the powers and duties specified in this article.~~
- ~~C. Membership composition; appointment of members. The Queen Anne's County Code of Conduct Review Board will consist of the president (or a designated board member) of each County youth league, the Athletic Director of the Board of Education of Queen Anne's County and a representative from the Department of Parks and Recreation.~~
- ~~D. Tenure. Each league board member will serve a term of one year or until his or her successor is appointed. The start of each member's term will coincide with respective league elections.~~
- ~~E. Meetings. The Board will hold quarterly meetings. Special meetings will be convened at such times as at least three members request a meeting. Board members shall be given a minimum of five days' notice for any special meeting. The primary purpose of special meetings will be to render decisions relating to Code of Conduct violations.~~

~~General powers and duties. The Code of Conduct Review Board~~ *The Director of Parks and Recreation Department has the authority to recommend to the County*

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Commissioners suspend suspension or expel expulsion of leagues, players, coaches and spectators from Queen Anne's County parks and recreation facilities for violations of the Sports Code of Conduct.

§ 22-18. Use of County land and recreational facilities.

- A. Admittance. Park property and park and recreation programs are open to use by all members of the public regardless of race, sex, national origin, color or creed.
- B. Hours of operation.
 - (1) The Department will establish hours of operation for park property under its jurisdiction and will post accordingly.
 - (2) Any park property may be closed by the Director to the public entirely or for certain uses and such closings shall be posted in advance for public notice.
- C. Permits. The Department may issue permits for use of County parks and facilities upon such rules and regulations as may be approved by the County Commissioners of Queen Anne's County.

§ 22-19. General conduct and personal behavior.

- A. Posting notices. Attaching or posting of notices, signs or any other objects on park property is prohibited except by permit (Class e offense).
- B. Audio devices and noise. No person may play an audio device or create excessive noise so as to disturb the peace (Class e offense).
- C. Fireworks and explosives. No person may possess and discharge any fireworks or other explosive pyrotechnics on park property without the expressed written permission of the Director (Class b offense).
- D. Littering, dumping and storage. (See definitions of "garbage," "refuse" and "rubbish" Queen Anne's County Code, Ch. 19, Nuisances; Right-to-Farm, Art. I, Definitions.) [Amended 7-22-2008 by Ord. No. 08-08; 11-24-2009 by Ord. No. 09-25]
 - (1) Garbage, junk, refuse and rubbish must be properly disposed of in trash receptacles (Class b offense).
 - (2) Dumping of household or commercial trash and refuse is prohibited on any County property whether or not said dumping occurs in a trash receptacle (Class b offense).
 - (3) No person may store material of any description on park property except by written authorization from the Director (Class e offense).
 - (4) Glass containers are prohibited in county parks and facilities (Class e offense).

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- E. Destruction of park property. Injury, defacement, disturbance or destruction of any building, sign, equipment, tree, flower, fern, shrub, rock, plant or mineral in a County park is prohibited. (Class c offense).
- F. Wildlife. The intentional disturbance, harassment or injury of any animal or animal habitat is prohibited. (Class c offense).
- G. Vegetation.
 - (1) Planting of vegetation or causing vegetation to be planted on park property is prohibited except by permit (Class e offense).
 - (2) Removal of any vegetation from parklands is prohibited (Class d offense).
- H. Metal detectors; digging. Patrons are prohibited from using metal detectors and/or digging *as in treasure hunting or archeological investigation* into the surface of park property except by permit. (Class e offense).
- I. Gambling. Gambling, games of chance and fortune-telling are prohibited in County Parks, except with the specific permission and a permit issued by the Director. (Class e offense).
- J. Alcohol.
 - (1) Consumption of alcoholic beverages is strictly prohibited except with the specific permission of and a permit issued by the Director (Class d offense).
 - (2) The sale of alcoholic beverages is strictly prohibited without a permit and permission of the Director and proper liquor license (Class d offense).
- K. Projectiles. No person may throw or launch projectile objects in such a way as to annoy, interfere, impede or endanger another park patron (Class e offense).
- L. Breach of peace. No person may perform, engage in, instigate and/or encourage a contention or fight, or assault a person. Every legal order of a park official must be properly obeyed (Class c offense).
- M. Indecent conduct.
 - a. Urinating or defecating on park property other than in the places officially provided is prohibited (Class c offense).
 - b. No person shall engage in any sexual or indecent act on park property (Class c offense).
- N. Powered model airplanes, ~~and~~ rockets and drones. No powered model airplanes, rockets *or drones* shall be flown or launched from any park area except on officially designated areas and by permit (Class d offense).
- O. Erecting structures. The enclosure of any area or erection of any structures on park property is prohibited unless authorized by permit

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(Class e offense).

- P. **Automobile service.** No person may service any automobile on park property, except waxing. Prohibited activities include washing, repairing or performing other work, except in case of an emergency (Class e offense).
- Q. **Weapons.** No person shall carry, possess or discharge a bow and arrow, dart, firearm, knife with blade of more than three inches in length, or other dangerous weapon on park property except where permitted in designated areas. This provision does not apply to firearms carried by law enforcement officers and persons with legal permits (Class b offense).

§ 22-20. Regulation of recreational activities.

The following regulations apply to all property under the supervision or control of the Department:

- A. **Aeronautical activities.** Aeronautical activities are permitted pursuant to airport regulations. Airplanes, helium/hot air balloons, hang gliders, parachutes, ultra-light planes, *drones*, or any other person-operated aircraft shall not be flown or launched from any County property except in officially designated areas by permit (Class e offense).
- B. **Athletics/leagues.**
- (1) Persons reserving an athletic field are entitled to exclusive use of such areas on the dates and between the hours specified by permit. They, and all other users, are prohibited from playing on the fields if the grounds are wet or otherwise unsuitable for play (Class e offense).
 - (2) Any athletic field other than an artificial turf field that is not reserved shall be available on a first- come, first-served basis. Artificial turf fields shall be available only through a permit issued by the Department of Parks and Recreation.
- C. **Bicycling.**
- (1) Bicycle riding is permitted only on roads or on other trails designated for that purpose (Class e offense).
 - (2) Bicycle riding is subject to the following requirements (Class e offense):
 - a. Bicycles must yield to pedestrians and horses along the trail.
 - b. Bicycles shall not be operated at a speed greater than reasonable and prudent for existing conditions. The maximum speed limit on the trails is 15 miles per hour.
 - c. Bicycle trail users shall dismount prior to crossing intersecting

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roadways.

- d. Bicycles and hikers shall keep right except to pass and bicyclists must alert other trail users before passing.

D. Boating. (Violation of below regulations constitute a Class e offense.)

- (1) No boat or other watercraft is allowed on lakes or ponds on County property except by permit.
- (2) Operators and occupants of permitted watercraft will comply with all local, state and federal regulations governing the use and operation of said watercraft.
- (3) Operators and occupants of permitted watercraft will comply with any special regulation promulgated by the Director and posted near watercraft launch sites.

E. Fires. (Violation of below regulations constitute a Class e offense.)

- (1) Fires are permitted only on public campgrounds and picnic areas, and are restricted to established fireplaces constructed for this purpose, and/or privately owned grills or stoves in areas specifically designated by the Director.
- (2) Before leaving the site, persons who have made fires shall wet hot coals until they are thoroughly soaked and cold.
- (3) Building of fires may be prohibited or limited by the Director when a fire hazard exists. ~~Lighted matches, cigars, cigarettes or other burning objects shall be properly extinguished prior to being discarded.~~ The lighting and use of tobacco products are prohibited on county property.
- (4) Ground fires are prohibited.

F. Fishing. Fishing is permitted only in designated areas and in compliance with Maryland state angler's license requirements (Class e offense).

G. Golf. Golf practice is not permitted except at golf courses (Class e offense).

H. Horseback riding. Horses are permitted only in designated areas and trails (Class e offense).

I. Hunting; trapping.

- (1) Hunting and trapping are permitted only for scientific and animal control purposes.
- (2) Hunting is permitted only in areas designated for hunting and upon compliance with federal and/or Maryland state licensing requirements (Class d offense).
- (3) No person may hunt or trap without the required permit issued from the Department.

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- J. Picnicking. Picnicking may be prohibited in areas identified as inappropriate by the Director. Unrestricted picnic areas are operated on a first-come, first-served basis. (Class e offense).
- K. Roller-skating, in-line skating, skateboarding.
Roller-skating and skateboarding are permitted only in areas designated for such use and are prohibited in areas designated for basketball and tennis (Class e offense).
~~(1) Skateboarding is prohibited on all paved trails (Class e offense).~~
- L. Swimming, water sports.
(1) Bathing and swimming are permitted only in places and at times designated by the Department of Parks and Recreation (Class e offense).
(2) Bathers must be properly clad in a bathing suit or appropriate swimming attire (Class e offense).
(3) Lifeguards are not in attendance within county parks. Users assume their own risk.
- M. Winter sports. Ice-skating, sledding, skiing, and snowmobiling or tobogganing are permitted on park property only where authorized by posted notice and only in accordance with special regulations on the posted notice (Class e offense).
- N. Camping. Camping is authorized by permit only in designated areas and within specific periods as indicated on the permit (Class e offense).
- O. Motorized vehicle. Use of any unauthorized motorized vehicle on park property is prohibited. This includes but is not limited to ATVs, minibikes, motor scooters, and dirt bikes (Class a offense). [Amended 4-25-2007 by Ord. No. 07-18]

§ 22-21. Animal control provisions.

- A. All animals must be controlled in accordance with the Queen Anne's County Department of Parks and Recreation Rules and Regulations and abide by all provisions as set forth within the Queen Anne's County Animal Control Ordinance (Chapter 9 of the Code of Queen Anne's County).
- B. Pets are strictly prohibited from Romancoke Pier, and Matapeake Pier (Class e offense).
- C. Non-domesticated animals. Grazing of animals is not allowed on County parklands without special permission (Class e offense).
- D. Domesticated animals.

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- (1) All pets, except for ~~Seeing Eye dogs~~, documented Service animals are prohibited from bathing, picnic or other areas that are specifically restricted and posted (Class e offense).
- (2) All animals must be controlled by a leash or other similar restraining device at all times (Class e offense).
- (3) The owner or custodian of an animal may not allow his or her animal or any animal under his or her care to defecate on public property, unless the owner or custodian of the animal immediately thereafter removes and disposes of any and all waste in a sanitary manner (Class e offense).
- (4) At no time may an animal injure, molest or intimidate another individual or animal, chase vehicles or bicycles (Class b offense).

§ 22-22. Regulation of traffic.

- A. Enforcement. Traffic and parking in County parks, ~~specifically including the area commonly known as the "4-H Park," Route 18, Third Election District, Queen Anne's County, Maryland,~~ is under direction of the Department of Parks and Recreation. All posted signs and the instructions of park officials must be obeyed (Class e offense). [Amended 7-25-2006 by Ord. No. 06-14]
- B. Speed limit. No person shall operate any motorized vehicle in excess of 15 miles per hour unless the speed limit is otherwise posted or directed (Class e offense).
- C. Permissible roadways. No person shall operate any motorized vehicle on park property other than a road or street on which public access is permitted (Class b offense).
- D. Large truck, buses. Trucks over one ton, buses and tractor trailers shall not be operated or parked on park property except by special permit (Class e offense).
- E. Parking regulations.
 - (1) No persons may stop, stand or park a motor vehicle on park property (Class e offense).
 - a. In front of a public driveway;
 - b. Within an intersection;
 - c. Within 20 feet of, or so as to obstruct, a crosswalk, or within 20 feet of an intersection;
 - d. On a bridge;
 - e. Any place an official sign prohibits, or regulates, stopping, standing, parking, or the manner of parking in general;
 - f. On the raveled portion of a roadway or public driveway;
 - g. On, or obstructing the entrance to, any bicycle path, hiker path brindle bridle path or access road;

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- h. So as to obstruct another vehicle or traffic;
 - i. So as to occupy more than one parking space or across painted parking lines;
 - j. During those hours when park property is not open to the public;
 - k. On any grass area unless specifically allowed or so as to injure any tree shrub, plant or vegetation;
 - l. In a *designated* fire lane;
 - m. *In a designated loading area:*
 - n. On park property other than that designated for vehicular parking;
 - o. Within 15 of a fire hydrant;
 - p. Within 30' of the approach to any traffic control device located at the side of a roadway or at an intersection.
- (2) Any vehicle, which receives a permit to park adjacent to any roadway must be removed from the traveled portion of the roadway and parked in the direction of authorized traffic movement, with left wheels parallel to and within 36 inches of the right edge or boundary of the roadway (Class e offense).

§ 22-23. Fees.

Park users shall pay the ~~fixed~~ *rental* fees for permit or use as established by the Department.

- A. *Rental fees or permit for use. All fixed charges or permit for use must be paid in full prior to use or event.*
- B. *Waiver of rental fees or permit for use. No fixed charges or permit for use may be waived without written directive from the Director and/or the County Commissioners.*

§ 22-24. Enforcement.

- A. Enforcement authority. The provisions of this article shall be enforced by any Queen Anne's County employee designated by resolution of the County Commissioners. In addition, these provisions may be enforced by the Department of Natural Resources, Queen Anne's County Sheriff, Maryland State Police and any local law enforcement agencies or agencies designated by the County Commissioners. [Amended 10-11-2016 by Ord. No. 16-09]
- B. Interference with enforcement efforts. It shall be a violation of this article to interfere with the designee in the performance of the designee's duties.

§ 22-25. Civil infractions.

- A. In general. Violation of this article shall be a civil infraction.
- B. Fine; obligation to correct. [Amended 4-25-2007 by Ord. No.07-18]

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- (1) Any person found in violation of any provision of this chapter shall be punishable by a fine not to exceed \$500. Any person convicted of a second or subsequent offense shall be punishable by a fine not to exceed \$1,000.
 - (2) Each day during which a violation continues may be deemed a separate offense.
- C. Amount of fine. Unless another amount for a specific violation has been established by law or regulation, the pre-set civil fine shall be in the minimum amount shown below:

Class of Offense	Minimum Fine	Minimum Suspension	Maximum Suspension
a	\$500.00	1 year	Permanent
b	\$250.00	4 months	1 year
c	\$100.00 1	1 month	3 months
d	\$50.00	1 week	1 month
e	\$50.00	1 day	1 week

- D. Suspension from park facility. The Director has the authority to suspend in addition to fines. In addition to the fines, the Director may suspend park privileges as set forth above.

§ 22-26. Restitution.

In addition to or in lieu of enforcing the provisions of this article, the Department of Parks and Recreation may seek and obtain restitution from any individual for costs incurred by the Department in restoring, repairing, replacing, removing encroachments or otherwise mitigating the loss of or damage to any natural resources or other parkland property destroyed, defaced, damaged, altered or removed by the individual.

§ 22-27. Citations.

- A. Form. Citations shall be in the form designated and promulgated by Queen Anne's County Department of Parks and Recreation and approved by the District Court of Maryland.
- B. Payment of fine. Citations shall be payable within 20 calendar days of receipt of the citation. The preset fine will be the minimum amounts as set forth in § 22-25C.
- C. Right to stand trial.
 - (1) A person receiving a citation for civil infraction may elect to stand trial for the offense by notifying the Queen Anne's County Finance Department of the person's intention to stand trial.
 - (2) The notice of intent to stand trial shall be given in writing within 10 calendar days of receipt of the citation.
 - (3) On receipt of the notice of intent to stand trial, the County Finance Department shall forward to the District Court of Queen Anne's County a copy of the citation and the notice of intent to stand trial.
 - (4) The District Court shall schedule the case for trial and notify the defendant of the trial date.
- D. Fines remitted to County.
 - (1) All penalties, fines, and forfeitures collected by the District Court for violations of this article shall be remitted to the Finance Office of Queen Anne's County.
 - (2) Fines shall be payable to Queen Anne's County Parks and Recreation Department or Finance Office.

§ 22-28. Failure to pay or stand trial.

- A. Notice. If a person who receives a citation for a violation fails to pay the fine by the date of payment set forth on the citation, and fails to file a notice of intention to stand trial, formal notice of the violation shall be sent to the person's last known address.
- B. Additional fine; failure to respond. A person who receives a citation may request adjudication of the case through District Court. The District Court shall schedule the case for trial and summon the defendant to appear.

§ 22-29. Adjudications.

In any proceeding before the District Court, the violation shall be prosecuted in the same manner and to the same extent as set forth for municipal infractions under Article 25B, § 13C, of the Annotated Code of Maryland.

§ 22-30. Court costs and fines.

If the person is found by the District Court to have committed a violation of this article, the person shall be liable for the costs of the proceedings in the District Court and shall be subject to a fine.

COUNTY ORDINANCE NO. 19-19

A BILL ENTITLED

AN ACT CONCERNING Holiday Leave for County Employees;

FOR THE PURPOSE of revising the provisions regarding holiday leave for Queen Anne's County employees; correcting a typographical error; providing the Office of the Sheriff the option of providing a holiday leave accrual bank; providing for proration of holiday leave for new full-time employees; providing for coordination and approval of holiday leave; providing for no carry-over of holiday leave; providing for loss of holiday leave upon termination of employment; and generally revising and updating the provision on holiday leave for County employees;

BY AMENDING Section 27-89 of the Code of Public Local Laws of Queen Anne's County, Maryland.

SECTION I

BE IT ENACTED BY THE COUNTY COMMISSIONERS OF QUEEN ANNE'S COUNTY, MARYLAND that Section 27-89 of the Code of Public Local Laws be and is hereby AMENDED to read as follows:

§27-89 Paid holidays observed.

A. All full-time employees shall receive a maximum of eight hours of regular pay and may not be required to report for duty on those days designated as holidays. The County Administrator retains the right to adjust the holiday schedule prior to the start of each calendar year based on the needs of the County and the employees, provided the number of holidays remains consistent with the number of holidays designated as follows:

- (1) New Year's Day;
- (2) Dr. Martin Luther King, Jr. birthday;
- (3) Presidents' Day;
- (4) Good Friday;

- (5) Memorial Day;
- (6) Independence Day;
- (7) Labor Day;
- (8) Columbus Day;
- (9) Election Day (in years other than 2016 in which a general election is held);
- (10) Veterans Day;
- (11) Thanksgiving Day;
- (12) Day after Thanksgiving; and
- (13) Christmas Day.

B. Saturday or Sunday holidays. Any holiday that falls on Saturday or Sunday shall be observed on the preceding Friday or the following Monday, as determined by the County Administrator.

(1) If Christmas Day falls on a Saturday or Sunday, employees required to work on that day will receive pay in accordance with § 27-89D.

C. If a designated holiday falls on an employee's regularly scheduled day off, the employee shall receive, in lieu of holiday pay, eight hours of holiday leave to be scheduled at the discretion of the appointing authority.

D. Payment of employees required to work on a County designated holiday.

(1) Eligible employees who work all or any part of a designated holiday shall receive at his or her option, in addition to eight hours of holiday pay, either:

(a) Pay at the rate of time-and-one-half the employee's normal rate of pay for every hour actually worked on the designated holiday; or

(b) Compensatory leave computed at time-and-one-half hours for

every hour actually worked on the designated holiday.

[1] Accrued compensatory leave must be taken in accordance with § 27-31D(4) (b) [3].

(2) Department of Emergency Services, Detention Center, Office of the Sheriff, Department of Public Works, Division of Information Technology and employees of other departments/divisions as approved by the County Administrator shall receive, at the discretion of their appointing authority, based on departmental business needs, either:

(a) An equivalent amount of holiday leave which will be observed in accordance with work schedules established by their respective departments; or

(b) Options offered to all other eligible County employees, as stated in § 27-89D(1).

(c) The Office of the Sheriff in selecting option 2(a), is granted the additional option of a holiday leave accrual bank providing for the equivalent hours of holiday leave for full-time employees in January of each year (96 hours or 104 hours respectively). Holiday leave usage shall be coordinated and approved with an employee's supervisor and shall be used in segments of not less than one hour. New full-time employees shall accrue holiday leave in an amount which is prorated on the basis of their date of employment.

E. Holiday leave shall not be carried over from one calendar year to the next. An employee shall not be paid for unused holiday leave in the event of termination of employment.

SECTION II

BE IT FURTHER ENACTED that this Ordinance shall take effect on the forty-sixth (46th) day following its adoption.

INTRODUCED BY: Commissioner J. Wilson

DATE: November 26, 2019

PUBLIC HEARING HELD: December 10, 2019 @ 6:05 pm

VOTE: Yea Nay

DATE OF ADOPTION:

EFFECTIVE DATE: