



OCEAN PINES ASSOCIATION, INC.  
BOARD OF DIRECTORS  
REGULAR MEETING AGENDA

Saturday, October 28, 2023  
9:00 AM, Clubhouse Meeting Room

[https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_ODhiYjVhZmUtMWJkMy00MWUyLWFIMzQtNjM0NmMyMjlkNzJk%40thread.v2/0?context=%7b%22tid%22%3a%22625a6322-2b2f-40fa-94f8-d7dd44d78153%22%2c%22oid%22%3a%225fa869f5-01ad-476a-9570-540fe1ce4736%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_ODhiYjVhZmUtMWJkMy00MWUyLWFIMzQtNjM0NmMyMjlkNzJk%40thread.v2/0?context=%7b%22tid%22%3a%22625a6322-2b2f-40fa-94f8-d7dd44d78153%22%2c%22oid%22%3a%225fa869f5-01ad-476a-9570-540fe1ce4736%22%7d)

Call to Order – Rick Farr, President

Pledge of Allegiance

Approval of Agenda

Approval of Minutes –

September 30, 2023 – Regular Meeting

President's Remarks

Offshore Wind Project Presentation – Dave Wilson, U.S. Wind

GM Report – John Viola

Treasurer's Report – Monica Rakowski

Public Comments –

*Members wishing to make comments must state their name and address.*

Capital Requests –

Public Works – 2023 Secondary Road Rehabilitation

Golf Maintenance – Spray Rig

Golf Maintenance – Triplex Mower

Golf Maintenance – Utility Carts

CPI Violations –

None

Unfinished Business –

None

New Business –

First reading of revisions to Resolution C-02 (Architectural Review Committee) – Elaine Brady

First reading of revisions to Resolution M-01 (Policy and Compliance Procedures for Declaration of Restrictions and ARC Guidelines Violations) – Elaine Brady

Approval for an additional part-time position in the Police Department – John Viola

Appointments –

Doug Parks – Chair – Budget & Finance

Tim Peck – Chair – Environmental & Natural Assets

Patsy Workman – 1<sup>st</sup> Term – Racquet Sports

Adjournment



OCEAN PINES ASSOCIATION, INC.  
BOARD OF DIRECTORS' REGULAR MEETING  
Saturday, September 30, 2023  
9:00 a.m., Clubhouse Meeting Room

PRESENT: Rick Farr, Stuart Lakernick, Monica Rakowski, John Latham, Elaine Brady, Jeff Heavner, and Steve Jacobs.

ALSO PRESENT: John Viola (General Manager), 18 Association members, and approximately 20 attendees through Microsoft Teams.

**Call to Order** – Rick Farr called the meeting to order at 9:00 a.m. with the Pledge of Allegiance.

**Approval of Agenda –**

Dr. Lakernick moved to accept the agenda, Ms. Rakowski seconded, all in favor.

**Approval of Minutes –**

Dr. Lakernick moved to accept the minutes from the July 15, 2023 Regular Meeting, Ms. Rakowski seconded, and the motion passed 4-0-3, with Mr. Latham, Ms. Brady, and Mr. Heavner abstaining.

Mr. Jacobs moved to accept the minutes from the August 1, 2023 Special Board Meeting, Ms. Rakowski seconded, and the motion passed 4-0-3, with Mr. Latham, Ms. Brady, and Mr. Heavner abstaining.

Mr. Jacobs moved to accept the minutes from the September 9, 2023 Organization Meeting, Mr. Farr seconded, all in favor.

**Announcement of Email Votes/Motions –**

Mr. Latham noted that the Board approved unanimously through email the extension of the General Manager's spending authority to \$25,000.00.

**President's Remarks – Rick Farr**

Mr. Farr thanked the owners of the Association for voting for the three new Directors. The Board will be considering the best interest of the entire Ocean Pines community in any decisions made, as there is a lot that needs to be approved this year.

Mr. Farr thanked Doug Parks for his leadership over the past year, and also thanked John Viola and his team.

**GM Report – John Viola (attached)**

**Treasurer's Report – Monica Rakowski (attached)**

**Public Comments –**

Colette Horn – 35 Sundial Circle  
Jack Levering – 6 Weeping Willow Court  
Paul Rogers – 305 Sunrise Court  
Dutch Oostveen – 12 Lord Guy Terrace

**Capital Requests –**

Public Works – Clubhouse Bridge Wingwalls Replacement  
Dr. Lakernick moved to accept the recommendation, Mr. Jacobs seconded, all in favor.

**CPI Violations – None**

**Unfinished Business – None**

**New Business – None**

**Appointments –**

Dr. Lakernick moved to accept the following appointments, Ms. Rakowski seconded, and the appointments were all approved unanimously:

Michael Alpaugh – 1<sup>st</sup> Term – Marine Activities  
Timothy Connolly – 1<sup>st</sup> Term – Marine Activities  
Karen Detter – 3<sup>rd</sup> Term – Environmental & Natural Assets  
Colette Horn – 1<sup>st</sup> Term – Budget & Finance  
Kenneth Karr – 1<sup>st</sup> Term – Marine Activities  
Donna McElroy – 3<sup>rd</sup> Term – Marine Activities  
Doug Parks – 1<sup>st</sup> Term – Budget & Finance  
Christine Slattery – 1<sup>st</sup> Term – Racquet Sports  
Karen Steinberger – 1<sup>st</sup> Term – Marine Activities  
Kathy Toth – 1<sup>st</sup> Term – Recreation & Parks

**Adjournment** – Mr. Jacobs moved to adjourn, Mr. Farr seconded, all in favor.

The meeting adjourned at 10:00 a.m.

Respectfully submitted:  
John Latham, Secretary



**OCEAN PINES ASSOCIATION, INC.  
BID REQUEST FORM**

DEPARTMENT Public Works DATE September 11, 2023

ITEM DESCRIPTION 2023 Secondary Road Rehabilitation

FOR REPLACEMENT OF (if applicable) \_\_\_\_\_

RESERVE STUDY - PAGE # \_\_\_\_\_ LINE# \_\_\_\_\_ BUDGET AMOUNT \$ \$350,000.00 Road Reserves

BIDDER	TOTAL PRICE EACH	DIFFERENCE FROM BUDGETED	COMMENTS
Asphalt Maintenance LLC 31379 Mt. Herman Road Salisbury, MD 21804	\$356,618.20	+\$6,618.20	This is the only bidder on the road rehabilitation for this year. We have taken off roads to get closer to the budget amount.
Terra Firma of Delmarva 36393 Sussex Highway Delmar, Delaware 19940			No bid submitted, due to health reasons
Morris McNeil 10565 Sunnyside Road Bridgeville, Delaware 19933			No bid submitted, due to took large job in Delaware.

DEPT. HEAD <i>[Signature]</i>	APPROVAL <i>[Signature]</i>	DATE <u>10/10/23</u>	DATE <u>10/23/23</u>
ACCOUNTING <i>[Signature]</i>	GENERAL MANAGER <i>[Signature]</i>	BOARD	DATE

# ASPHALT MAINTENANCE LLC

**PAVING MAINTENANCE & REPAIR SPECIALISTS**

(443) 880-8911 • MHIC #111766 • theasphaltguys@gmail.com

31739 Mount Hermon Road Salisbury, MD 21804

## Proposal

October 9, 2023

Ocean Pines Association, Inc  
239 Ocean Parkway  
Ocean Pines, MD 21811

Attn: Eddie wells

RE: Revision of Bid Quantities 2023- 2024 Paving

Scope of Work:

The following table represents the adjustments to the bid quantities

	Ocean Pines 2023-2024 Paving							
	Revision to Bid Quantities 10/9/2023							
Original Bid Item Number	Road Name	Patch h SY	Patch Unit Price	Patch Total	Overlay Tons	Overlay Unit Price	Total Overlay	Total Bid
1	Battersa Road	2	\$79.4 0	\$158.80	530	\$140.50	\$74,465.0 0	\$74,623.80
2	Canal Road	5	\$79.4 0	\$397.00	340	\$140.50	\$47,770.0 0	\$48,167.00
4	Deerfield Court	0	\$79.4 0	\$0.00	150	\$140.50	\$21,075.0 0	\$21,075.00
6	Driftwood Lane	4	\$79.4 0	\$317.60	300	\$140.50	\$42,150.0 0	\$42,467.60

9	Mooneaker	60	\$79.4 0	\$4,764.0 0	450	\$140.50	\$63,225.0 0	\$67,989.00
12	St Martin Lane 2.0 inch Overlay	25	\$79.4 0	\$1,985.0 0	390	\$140.50	\$54,795.0 0	\$56,780.00
13	Waters Edge Court	2	\$79.4 0	\$158.80	130	\$140.50	\$18,265.0 0	\$18,423.80
15	Wharf Court	5	\$79.4 0	\$397.00	190	\$140.50	\$26,695.0 0	\$27,092.00
	<b>Bid Totals</b>	<b>103</b>		<b>\$8,178.2 0</b>	<b>2480</b>		<b>\$348,440. 00</b>	<b>\$356,618.20</b>

**Total Cost** ..... \$ 356,618.20

**Payment:**

- Terms are net 15 for work completed and billed from the schedule above.

**Work Schedule and time of completion:**

Depending on weather work completed in 2023 or Spring of 2024.

**Exclusions:**

We exclude the following unless specified above:

Engineering, stakeout, proof rolling, undercutting , backfilling, patching, maintenance of traffic, wage rates, repair of our work damaged by others, and clean up from other trades.

**Warranty:**

All materials and workmanship are warranted for a period of one year providing payment terms are met. Our warranty does not include damage caused by acts of God, chemical or petroleum products, other trades, heavy equipment, plants, trees or vegetation. Positive drainage not guaranteed on grades with less than 2% fall.

Asphalt Maintenance LLC by \_\_\_\_\_ Date \_\_\_\_\_  
Kevin L Bowie/Managing Member

**Acceptance:**

**Owner by** \_\_\_\_\_ **Date** \_\_\_\_\_



OCEAN PINES ASSOCIATION, INC.  
 BID REQUEST FORM

DEPARTMENT Golf Maintenance DATE 10/6/23 \*Fully depreciated

ITEM DESCRIPTION 300 GALLON SPRAY RIG Recently Budgeted for FY25

FOR REPLACEMENT OF (if applicable) 300 GALLON SPRAY RIG 80 - FY25 Budget

RESERVE STUDY - PAGE # \_\_\_\_\_ LINE# 3.06.41 BUDGET AMOUNT \$ \$59,873 - Reserve Study Amount

\* (In FY25 Schedule) Replacement

BIDDER	TOTAL PRICE EACH	DIFFERENCE FROM BUDGETED <u>Reserve Study</u>	COMMENTS
JOHN DEERE (DIESEL)	\$39,561.21	20,311.79 UNDER BUDGET	* RECOMMENDED * WILL BE A DIRECT MATCH TO OUR CURRENT DIESEL AND IS PRICED VERY WELL.
JOHN DEERE (GAS)	\$27,076.08		
TURF EQUIPMENT	\$92,102.00		

DEPT. HEAD [Signature] DATE 10/6/23 APPROVAL [Signature] DATE 10/23/23  
 ACCOUNTING [Signature] DATE 10/23/23 GENERAL MANAGER \_\_\_\_\_ DATE \_\_\_\_\_  
 BOARD \_\_\_\_\_ DATE \_\_\_\_\_

\* Please limit 1 item per sheet



**Quote Summary**

**Prepared For:**  
 OCEAN PINES COUNTRY CLUB  
 100 CLUBHOUSE DR  
 BERLIN, MD 21811  
 Business: 410-641-6057

**Prepared By:**  
 Joey Wolff  
 Finch Turf, Inc.  
 9 Venture Way  
 Eldersburg, MD 21784  
 Phone: 800-783-3373  
 jwolff@finchturf.com

**Quote Id:** 29721444  
**Created On:** 03 October 2023  
**Last Modified On:** 03 October 2023  
**Expiration Date:** 03 November 2023

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE 2700 E-Cut Hybrid Triplex Mower (Model Year 2024)	\$ 55,207.97 X	1 =	\$ 55,207.97
JOHN DEERE ProGator 2030A (Diesel) FOR HD300 SPRAYER	\$ 39,561.21 X	1 =	\$ 39,561.21
JOHN DEERE HD300 SelectSpray (For ProGators 2020A, 2020 and 2030A, 2030)	\$ 27,076.08 X	1 =	\$ 27,076.08
JOHN DEERE Gator GS	\$ 14,004.06 X	6 =	\$ 84,024.36
JOHN DEERE 2400 PrecisionCut Triplex Mower (Model Year 2024)	\$ 46,548.58 X	1 =	\$ 46,548.58
<b>Equipment Total</b>			<b>\$ 252,418.20</b>

Quote Summary	
Equipment Total	\$ 252,418.20
SubTotal	\$ 252,418.20
Est. Service Agreement Tax	\$ 0.00
<b>Total</b>	<b>\$ 252,418.20</b>
Down Payment	(0.00)
Rental Applied	(0.00)
<b>Balance Due</b>	<b>\$ 252,418.20</b>

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_

October 5, 2023

Mr. Justin Hartshorne, Superintendent  
Ocean Pines Golf Club  
Email: [jhartshorne@oceanpines.org](mailto:jhartshorne@oceanpines.org)

Dear Justin,

As requested, I am pleased to quote you the following prices. All prices include full service set up and delivery but no applicable state sales tax and are good through November 30, 2023. Terms are 1% 10 days, net 30 or financed.

With the impact of inflation and worldwide supply chain issues, we have experienced volatility in pricing, finance rates and availability due to factors beyond our control. These adjustments may even occur from the time the order is entered in our system through the expected equipment delivery date. Any adjustments will be communicated as soon as possible on orders in our system as we get closer to confirmed 2024 pricing. Therefore, all prices and payments in the following proposal are for **2024 budgetary purposes**. In the event that equipment ordered becomes unavailable, we will try to secure an acceptable alternative. Pricing includes set up and delivery, but applicable sales tax is not included. A 2.5% processing fee will be added if a credit card is used to purchase.

- Double walled poly bed with tailgate
- Canopy with folding windshield
- Adjustable coil over shocks on all four wheels
- Front brush guard

\$16,983 ea

\$101,898 total

1 - Toro Multipro 5800 sprayer with:

- 50 HP Kubota gas engine
- 300 gallon low profile tank
- Excelerate rate controller
- Hardi 6 diaphragm piston pump
- Foam marking kit
- Pivoting hose reel
- Chemical premix kit

\$92,102

1 - Toro Greensmaster 3300 triflex with:

- 21 HP B&S Vanguard gas engine
- 8 bladed DPA cutting units with edge series reels
- Hydraulic driven cutting units
- Front wide wheel rollers
- LED light kit

\$53,369

If you have any questions or need any additional information please don't hesitate to contact me.

Best regards,

Mike Minard, TSPC  
Territory Manager



OCEAN PINES ASSOCIATION, INC.  
 BID REQUEST FORM

DEPARTMENT Golf Maintenance DATE 10/6/23

ITEM DESCRIPTION TRIPLEX MOWER

FOR REPLACEMENT OF (if applicable) JOHN DEERE TRIPLEX MOWER

RESERVE STUDY - PAGE # \_\_\_\_\_ LINE# 3,06,52 BUDGET AMOUNT \$ \$19,907

*Replacement # (F225)*

BIDDER	TOTAL PRICE EACH	DIFFERENCE FROM BUDGETED	COMMENTS
JOHN DEERE	\$55,207.97	\$35,300.97 MORE THAN BUDGET	* RECOMMENDED * MATCHES OUR FLEET WITH WOULD ALLOW US TO USE PARTS WE ALREADY HAVE.
TURF EQUIPMENT	\$53,369.00		
JAROBSEN	-		NO LONGER HAS FACILITIES OPEN IN U.S.

DEPT/HEAD <u>AA GHA</u>	DATE <u>10/6/23</u>	APPROVAL <u>[Signature]</u>	DATE <u>10/23/23</u>
ACCOUNTING <u>SNOE</u>	DATE <u>10/23/23</u>	GENERAL MANAGER	BOARD



**Quote Summary**

**Prepared For:**  
OCEAN PINES COUNTRY CLUB  
100 CLUBHOUSE DR  
BERLIN, MD 21811  
Business: 410-641-6057

**Prepared By:**  
Joey Wolff  
Finch Turf, Inc.  
9 Venture Way  
Eldersburg, MD 21784  
Phone: 800-783-3373  
jwolff@finchturf.com

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JOHN DEERE ProGator 2030A (Diesel) FOR HD300 SPRAYER	\$ 39,561.21 X	1 =	\$ 39,561.21
JOHN DEERE HD300 SelectSpray (For ProGators 2020A, 2020 and 2030A, 2030)	\$ 27,076.08 X	1 =	\$ 27,076.08
JOHN DEERE Gator GS	\$ 14,004.06 X	6 =	\$ 84,024.36
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Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_

October 5, 2023

Mr. Justin Hartshorne, Superintendent  
Ocean Pines Golf Club  
Email: [jhartshorne@oceanpines.org](mailto:jhartshorne@oceanpines.org)

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- Double walled poly bed with tailgate
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- Front brush guard

\$16,983 ea

\$101,898 total

1 - Toro Multipro 5800 sprayer with:

- 50 HP Kubota gas engine
- 300 gallon low profile tank
- Excelerate rate controller
- Hardi 6 diaphragm piston pump
- Foam marking kit
- Pivoting hose reel
- Chemical premix kit

\$92,102

1 - Toro Greensmaster 3300 triflex with:

- 21 HP B&S Vanguard gas engine
- 8 bladed DPA cutting units with edge series reels
- Hydraulic driven cutting units
- Front wide wheel rollers
- LED light kit

\$53,369

If you have any questions or need any additional information please don't hesitate to contact me.

Best regards,

Mike Minard, TSPC  
Territory Manager



OCEAN PINES ASSOCIATION, INC.  
 BID REQUEST FORM

DEPARTMENT Golf Maintenance DATE 10/6/23

ITEM DESCRIPTION UTILITY CARS (6)  
 FOR REPLACEMENT OF (if applicable) CUSHMAN HAWKER (S) AND CLUB CAR RENTAL (1)

RESERVE STUDY - PAGE # LINE# 3.06.81 BUDGET AMOUNT \$ \$71,777.44  
3.06.82  
3.06.84

*Fees Replaced*

BIDDER	TOTAL PRICE EACH	DIFFERENCE FROM BUDGETED	COMMENTS
CAPITOL GOLF CARS	\$ 86,874.00		
JOHN DEERE (6)	\$ 84,024.36	\$ 12,806.92 MORE THAN BUDGET	* RECOMMENDED * GOOD PRICE AND EASY TO GET PARTS FOR SERVICE
TURF EQUIPMENT	\$ 101,898.00		

APPROVAL [Signature] 10/23/23  
 GENERAL MANAGER DATE

DEPT. HEAD [Signature] 10/6/23  
 ACCOUNTING DATE

BOARD DATE

\*Please limit 1 item per sheet





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**Prepared For:**

OCEAN PINES COUNTRY CLUB  
100 CLUBHOUSE DR  
BERLIN, MD 21811  
Business: 410-641-6057

**Prepared By:**

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Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_



**CAPITOL GOLF CARS**  
& UTILITY VEHICLES

1569 Tilco Drive • Frederick, Maryland 21704 • Telephone (301) 948-2000 • Fax (301) 662-8883

**PREPARED FOR:** Justin Hartshorne  
Golf Course Superintendent  
Ocean Pines Golf Club  
Ocean Pines, MD 21811

**DATE OF QUOTE:** September 12, 2023  
**QUOTED BY:** David Burke  
703-283-4054

WE ARE PLEASED TO SUBMIT THE FOLLOWING QUOTATION:

QTY	DESCRIPTION	MSRP PRICE	PRICE WITH CGC DISCOUNT
6	<p><b>2024 Club Car Carryall 502 Gas Utility Vehicle</b></p> <ul style="list-style-type: none"> <li>▪ 14 HP Pedal-Start Overhead Cam Gas Engine with Electronic Fuel Injection</li> <li>▪ 4-Wheel Brakes</li> <li>▪ Heavy-Duty Front Suspension</li> <li>▪ 12-Volt PowerPoint</li> <li>▪ Fuel Gauge / Hour Meter</li> <li>▪ LED Headlights</li> <li>▪ Premium Tread 6-Ply 18x8.5-8 Front Tires</li> <li>▪ Extra-Traction 6-Ply 18x8.5-8 Rear Tires</li> <li>▪ Differential Guard</li> <li>▪ Heavy-Duty Front Brush Guard</li> <li>▪ Heavy-Duty Trailer Hitch</li> <li>▪ Cargo Box with Tailgate Tethers – Manual Dump Bed</li> <li>▪ Front Cowl Color – Dark Green</li> <li>▪ Clear Hinged Windshield</li> <li>▪ Canopy - Black</li> <li>▪ Passenger Side Cup Holder</li> </ul>	<b>\$ 86,874.00</b>	<p><b>\$ 76,500.00</b> <b>Plus Tax</b></p> <p><b><u>Additional Discount</u></b></p> <p><b>Purchase of 4 or more vehicles will receive an additional discount of \$425.00 per vehicle.</b></p>
	MARYLAND STATE TAX ADDITIONAL WHERE APPLICABLE	APPROXIMATE DELIVERY DATE: TBD	CASH PAYMENT TERMS: NET 30 DAYS

Prices quoted are those in effect at the time of quotation and are guaranteed for a period of thirty (30) days. Delivery lead time of (TBD) to (TBD) weeks required for delivery. All credit terms must be approved by Capitol Golf Cars prior to delivery.

Accepted By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Date: \_\_\_\_\_

David Burke  
Turf Utility Sales Manager  
Capitol Golf Cars & Utility Vehicles LLC  
David.burke@capitolgolfcars.net

October 5, 2023

Mr. Justin Hartshorne, Superintendent  
Ocean Pines Golf Club  
Email: [jhartshorne@oceanpines.org](mailto:jhartshorne@oceanpines.org)

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\$53,369

If you have any questions or need any additional information please don't hesitate to contact me.

Best regards,

Mike Minard, TSPC  
Territory Manager



**OCEAN PINES ASSOCIATION, INC.**  
**Proposed Topic for Discussion**  
**by Board of Directors**

**DATE: 10/20/2023**

**TOPIC: Changes to C02**

**FOR INCLUSION IN MEETING HELD ON: 10/28/2023**

**SUBMITTED BY: Elaine Brady**

**TOPIC:** First Reading for revisions to C02

**CONCISE STATEMENT:** Document revised to conform with HB11B-110.10 and HB615, 11B-111.10 B2 & B3

**BACKGROUND:**

Revisions made to align to board requirements in M01.

**RESOLUTION C-02**  
**ARCHITECTURAL REVIEW COMMITTEE**

- I. **Purpose.** The purpose of the Architectural Review Committee is to enhance and protect the environment, architectural quality, and economic value of all properties in Ocean Pines.
2. **Authority.**
  - a. **The Charter of the Ocean Pines Association, Inc., and the By-Laws of the Association.** These documents direct the Board of Directors to establish and appoint the members of committees and other advisory bodies as may be necessary to, or convenient in, the Association's discharging the duties entrusted to it.
  - b. **Declarations of Restrictions.** These Declarations are recorded separately for each Section of the Association and establish an Architectural Review Committee (ARC) (also known as the Environmental Control Committee (ECC)).
  - c. **The 1975 Supplemental Turnover Agreement between OPA and Boise Cascade** states that ECC shall act under the rules, regulations, and procedures as may be established by the OPA Board of Directors.
  - e. **Resolution C-01, Committee General Policy.** provides additional authority and instructions regarding committees of the Association.
3. **Membership.**
  - a. The Board of Directors shall appoint all Committee members.
  - b. The Committee shall have three (3) regular members and two (2) alternate members.
  - c. The Board of Directors shall appoint a regular member as Chairperson. If the Chairperson is unable to attend a meeting, the Chairperson shall designate a regular member to Chair the meeting.
  - d. If a regular member is unable to attend a meeting, the Chair shall designate an alternate member to act as a regular member for the meeting.
4. **Duties.** The duties of the Committee shall include:
  - a. developing, reviewing, and publishing Guidelines which delineate the criteria to be applied by the Committee in accordance with the Declarations of Restrictions;
  - b. consistently applying the Declarations of Restrictions and the Guidelines, in regard to matters coming before the ARC;
  - c. establishing a schedule of meetings and review sessions and making the schedule available to the members of the Association; and
  - ~~d. assisting the General Manager and the Department of Compliance, Permitting and Inspection in implementing a program to enforce the Declarations of Restrictions with courtesy, respect, and professionalism;~~
  - ~~e. reviewing possible violations of the Declarations of Restrictions identified by the Department of Compliance, Permitting and Inspection and referring the violation to the General Manager for action in accordance with Board policy; and~~
  - f.d. performing other tasks as requested by the Board of Directors.

5. **Reports.** Regular annual reports ~~required by Resolution C-01~~ are not required; however reports may be submitted to the Board at any time deemed necessary or appropriate by the ARC, or as requested by the Board.

6. **Effective Date:** May 2, 2020\_\_\_\_\_.



**OCEAN PINES ASSOCIATION, INC.**  
**Proposed Topic for Discussion**  
**by Board of Directors**

**DATE:** 10/20/2023

**TOPIC:** Changes to M01

**FOR INCLUSION IN MEETING HELD ON:** 10/28/2023

**SUBMITTED BY:** Elaine Brady

**TOPIC:** First Reading for revisions to M01

**CONCISE STATEMENT:** Document revised to conform with HB11B-110.10 and HB615, 11B-111.10 B2 & B3

**BACKGROUND:**

Revisions made to conform to state law and has been reviewed by counsel, clearly stating the responsibilities of homeowners, required board actions and duties of OPA operations including required timelines for notifications, hearings and compliance.



## RESOLUTION M-01

### POLICY AND COMPLIANCE PROCEDURES FOR DECLARATION OF RESTRICTIONS AND ARC GUIDELINES VIOLATIONS

1. **Purpose.** This Resolution establishes practice and policy, assigns responsibilities, and provides procedures to be followed by the Architectural Review Committee (hereinafter referred to as "ARC"), General Manger (hereinafter referred to as "GM"), the Ocean Pines Association (hereinafter referred to as "OPA") and the Board of Directors (hereinafter referred to as "the Board" or "BOD") for enforcing the Association's Declarations of Restrictions (sometimes hereinafter referred to as "DRs") and the ARC Guidelines, and compelling compliance therewith.

2. **Authority.** The OPA Board derives its authority to adopt this Resolution through and from the OPA Charter and and DRs.

3. **Policy.** The appeal of Ocean Pines depends on the cooperation of residents, property owners, and any other legally responsible parties in creating and maintaining clean and aesthetically pleasing homes and surrounding property. Therefore, membership and residing in OPA comes with certain responsibilities.

A. It is the policy of OPA to rigorously and proactively enforce its DRs, ARC Guidelines and any other applicable rules and restrictions. The enforcement authority shall be exercised, to the extent practicable, in a generally uniform and fair manner based on the approved process and procedures outlined in this Resolution. Further, enforcement shall be conducted with due regard to:

1. Courteous and respectful interchanges that encourage voluntary compliance, and
2. Timely and effective notification of all pending actions related to the issue under consideration.

#### 4. Definitions

A. **Complaint:** The notification to or identification by the Compliance, Permitting and Inspections Department (hereinafter referred to as CPI) that a violation of the DRs or ARC Guidelines may exist.

B. **Complainant:** An individual or entity that brings a potential violation of the DRs or ARC Guidelines to the attention of the CPI.

C. **Responsible Party:** A Responsible Party is an owner (including without limitation individual, corporation, limited liability company, limited partnership, , Trust, and Estate) of a lot or unit within the OPA, which owner is a member of OPA as defined in SIXTH Section, Paragraph 1 of the Ocean Pines Association, Inc., Articles of Amendment and Restatement (the OPA Charter).

D. **Substantial Progress:** Substantial Progress is progress toward compliance pursuant to a signed contract between the Responsible Party and licensed contractor and/or between the Responsible Party and OPA, to complete work that corrects the Violation, which contract shall have start and completion dates and a dollar amount or estimate for completing the work or, in the case of the Responsible Party self-performing the work, a project plan approved by CPI with a start date, completion date and project milestones that can be inspected and verified by CPI. Substantial Progress is determined to exist or not exist in the absolute discretion of CPI, subject to GM approval.

E. **Violation:** A Violation is a condition on an OPA property/lot that has been determined or confirmed by the CPI, after a Complaint or based on CPI's independent identification, to be in non-compliance with the DRs or ARC Guidelines.

F. First Notice: A written notification to a Responsible Party of a Violation conveyed by an appropriate method to the owner/member address on record with OPA, which, in conformance with Section 11b-111.10(b)(2) of the *Real Property* Article of the Maryland Code: 1) describes the nature of the Violation; 2) demands that the Violation(s) be corrected or abated and describes the action needed to correct or abate the Violation; and 3) states the beginning and ending of the fifteen (15) day period during which the condition must be abated or corrected.

G. Second Notice: A written notification to a Responsible Party of the continuation of the Violation referenced in the First Notice. The Second Notice will be delivered by an appropriate method to the owner/member address on record with OPA and will otherwise conform to the requirements of Maryland Code, *Real Property* Article, Section 11b-111.10(b)(3).

H. Repeat Violation: A Repeat Violation is a Violation of the same or substantially similar type as previously documented and cited at the same property address. The process to enforce a Repeat Violation will begin with Paragraph 6, Step 4 below.

## 5. Responsibilities

A. The BOD: The BOD has oversight and other responsibility, as dictated by the OPA governing documents and applicable Maryland law, in regard to Violations.

B. The GM: The GM is designated as the individual having general oversight responsibility as to the compliance program to be administered hereunder.

C. CPI: CPI shall be the point of contact for Violations and shall be the investigating department in regard to Violations, subject to GM oversight. CPI activities shall include, but not be limited to, receipt and investigation of Complaints, determining if a Violation exists, which may include entering lots to conduct the visual inspections and documentation of subject properties, preparation and issuance of notices of Violations to lot owner and any other Responsible Party, maintenance of records of Complaints and Violations, making recommendations for the disposition of Violations, and preparation of reports and records of Violations.

D. The ARC: As further set forth in this Resolution, the ARC shall:

1. Upon reasonable request for a variance/exception by a Responsible Party, ARC shall review the request to determine if sufficient justification exists to grant a variance to the DRs or exception to ARC Guidelines.

2. Be able to enter onto a lot to conduct an inspection, with the purpose of entry limited to observation and/or documentation, when necessary, and after attempting to obtain the owner's permission.

3. Otherwise perform duties as specified herein and in the OPA governing documents.

## 6. General Procedures

A. Records: OPA records pertaining to each Complaint and all actions related thereto are to be maintained by CPI.

B. Inspections: The General Manager shall establish procedures for inspections to be followed by CPI.

C. Responsible Party Notification/Subsequent Enforcement: The following steps will be followed by the OPA when a Complaint is received by CPI or a Violation is otherwise identified by CPI:

**Step 1.** Complaint is received by CPI or a Violation is otherwise identified by CPI.

**Step 2.** Review of Complaint and Violation Determination: CPI determines if the condition complained of or otherwise identified by CPI constitutes a Violation of the DRs or ARC Guidelines. In determining whether a Violation exists, CPI may consult with the ARC, the GM, or (with the consent of the GM) OPA legal counsel. This may include, if necessary and permitted under the circumstances, entering onto a lot to conduct an inspection, with the purpose of entry limited to observation and/or documentation of the subject condition(s). Upon determining that the condition complained of or otherwise identified by CPI constitutes a Violation, CPI will notify the GM and then proceed to Step 3. If CPI determines that a Violation does not exist, such determination will be reflected in the record of the Complaint and the case will be closed. CPI will arrive at its determination as soon as practicable.

**Step 3.** First Notice of Violation: If CPI determines that the condition complained of or otherwise identified by CPI constitutes a Violation, the CPI will send the First Notice of Violation, as defined above, to the Responsible Party. If the Violation is not corrected, or Substantial Progress has not been made toward correcting the Violation, within 15 days from the date of the First Notice, OPA will proceed to Step 4. If the Violation is corrected within the 15-day period, this will be reflected in the record of the Complaint and the case will be closed. If Substantial Progress is achieved by the owner/Responsible Party, the case may be suspended for a period as determined by CPI in its freely exercised discretion (subject to the approval of the GM), not to exceed Sixty (60) Days (subject to paragraph 9 below). If the subject condition is not corrected within such suspension period, the case will proceed to Step 4.

NOTE: Any suspension of the 15-day period, as referenced above, must be documented in writing, in the OPA file, and in a letter to the owner/Responsible Party. The letter to the owner should: 1) state the period of the suspension of the case that has been granted (not to exceed 60 days, subject to paragraph 9 below); 2) advise the owner that the suspension of the case may be revoked at any time in the discretion of the OPA; and 3) make clear what must be accomplished during the suspension of the case, in order to avoid further enforcement action.

**Step 4.** If the owner/Responsible Party fails to comply with the First Notice of Violation by the end of the Fifteen Day (15) period or any suspension period as referenced in Step 3, a Second Notice of Violation, as defined above, will be sent notifying the Responsible Party that continued failure to correct the Violation may result in the filing of a judicial action against the owner/member (to obtain damages, attorney's fees, and/or an injunction), the imposition of sanctions against the owner/member, or both. This Second Notice will comply and be consistent with Section 11b-111.10(b)(3) of the *Real Property* Article of the Maryland Code, including without limitation, providing the owner/member with notice of the owner/member's right (exercisable within ten days) to request a hearing on the matter to be held before the OPA Board in executive session. The request for hearing must be submitted to OPA in writing within ten days from the date of the Second Notice of Violation. The Second Notice of Violation to be provided pursuant to this Step 4 must be sent within twelve (12) months after the date of the First Notice of Violation.

**If hearing is requested by owner within ten (10) days (from date of Second Notice):**

If a proper and timely hearing request is submitted to the OPA by the owner of the subject property, then a hearing shall be scheduled and held before the Board in a manner consistent with Section 11b-111.10(b)(4) of the *Real Property* Article of the Maryland Code. If a hearing is requested, the Board shall provide the owner/member with written notice of the time and place of the hearing, which must be held at least 10 days after the date the owner/member submitted their written request for a hearing. Depending on the timing, the hearing could be held at either a special meeting of the Board or the next regular meeting

of the Board. The outcome of such hearing and steps to be taken following such hearing shall be consistent with Section 11b-111.10(b)(4) of the *Real Property* Article of the Maryland Code.

**If a hearing is not requested by owner:**

If the owner does not request a hearing in conformance with the Second Notice of Violation, consistent with Section 11b-111.10(b)(4) of the *Real Property* Article of the Maryland Code, and the Violation continues (is not corrected or abated), the Board, at its next meeting, shall deliberate as to whether the Violation occurred and decide whether judicial action will be taken and/or sanctions will be imposed.

**If owner requests a hearing, but does so late:**

If the owner requests a hearing but does not do so on a timely basis, OPA shall notify the owner that the request was untimely and therefore ineffective and, consequently, the owner has waived their right to a hearing; and if the Violation continues (is not corrected or abated), the Board, at its next meeting, shall deliberate as to whether the Violation occurred and decide whether judicial action will be taken and/or sanctions will be imposed.

**Step 5:**

Consistent with Section 11b-111.10(b)(4)-(5) of the *Real Property* Article of the Maryland Code, following decision of the Board (and announcement thereof) at or after a hearing requested by the owner, or after deliberations by the Board in the absence of a hearing requested by the owner, if the Board finds that the Violation has occurred and has not been corrected or abated, i.e., is continuing, the Board shall determine and announce the action to be taken and sanction(s) to be imposed, including the following:

- 1) Filing of a judicial action to seek damages, injunctive relief, and/or associated attorney's fees and other costs (as allowed by law);
- 2) Suspension of the member's voting rights so long as the Violation continues; and/or
- 3) Suspension of the member's right to use OPA amenities so long as the Violation continues.

Consistent with the DRs, in the context of a continuing Violation found by at least a two-third majority of the Board to exist, which Violation constitutes a failure to maintain the property and/or improvements thereon in a manner satisfactory to (a super-majority of) the Board, OPA personnel or contractors, upon authorization by (a super-majority of) the Board, may enter upon the property and repair, maintain, and restore the property including exterior of improvements. In that event, the cost of such repair, maintenance, and restoration work shall be added to and become part of the member's annual assessment (and may otherwise be sought as damages, along with attorney's fees, in a judicial action, if any, pursued by the OPA against the owner/member).

If directed to do so by the Board and/or GM, upon receiving a case for judicial action, OPA legal counsel may issue a final warning letter to the member/owner before filing suit, indicating the judicial action to be taken and remedies to be sought in the event that the Violation is not corrected/abated within a specified time period.

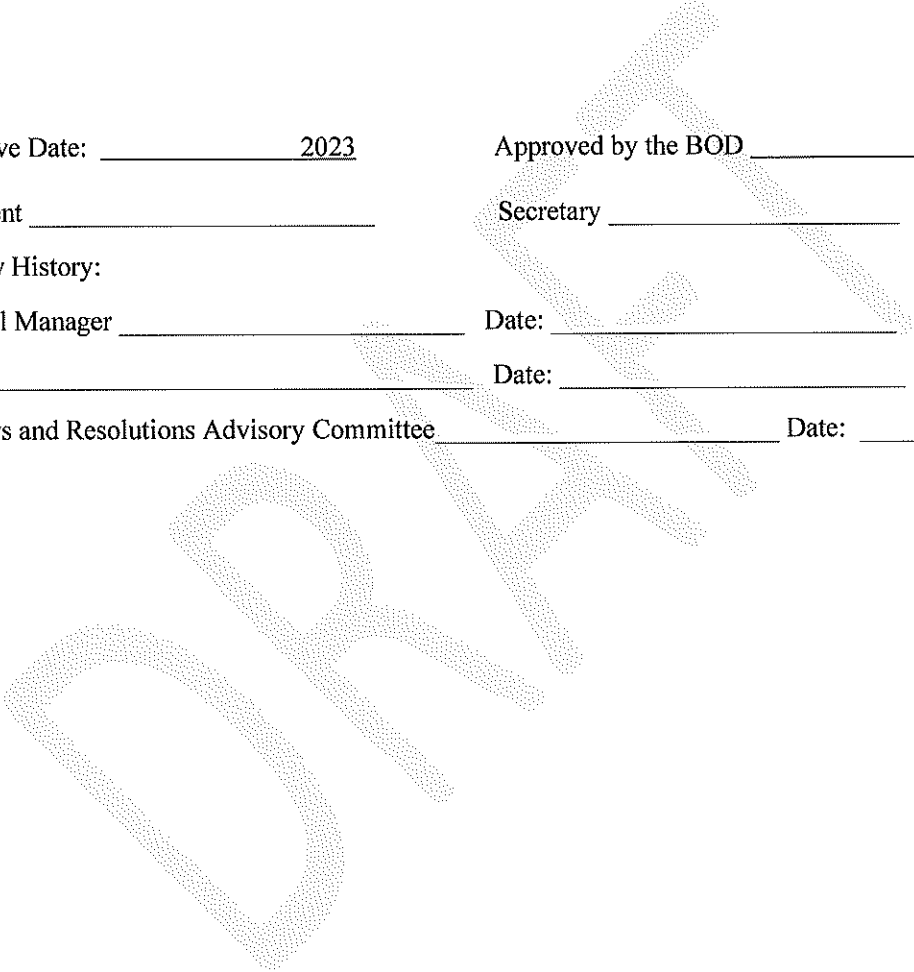
**7. GM Reporting:** The GM will regularly report to the BOD as to the number and status of pending and unresolved Complaints and Violations.

**8. Other Enforcement Action:** Nothing in this Resolution shall limit OPA's other enforcement powers contained in the DRs or at law.

**9. Required ARC/County Approval.** If, at any point in the enforcement process, ARC approval or Worcester County approval is required for any necessary corrective action, by virtue of the nature of the corrective action, the Responsible Party shall seek and obtain such approval, at the Responsible Party's expense. In that event, CPI (subject to GM approval) and/or the Board may suspend the case beyond the 60-day period referenced in paragraph 6, Step 3, above.

**10. Non-Waiver of OPA Rights.** The failure of the BOD, GM, CPI, or other personnel of the OPA to enforce OPA governing documents or exercise rights under the HOA Act in regard to a Violation, or delay in doing so, shall not constitute or be deemed a waiver of the OPA's right to enforce the governing documents and/or exercise rights under the HOA Act in regard to any other Violation.

Effective Date: \_\_\_\_\_ 2023                      Approved by the BOD \_\_\_\_\_ 2023  
President \_\_\_\_\_                                      Secretary \_\_\_\_\_  
Review History:  
General Manager \_\_\_\_\_ Date: \_\_\_\_\_  
Legal \_\_\_\_\_ Date: \_\_\_\_\_  
By-laws and Resolutions Advisory Committee \_\_\_\_\_ Date: \_\_\_\_\_



## OCEAN PINES ASSOCIATION ADVISORY COMMITTEE APPLICATION

1. Name of Applicant: Timothy Peck - Nomination for committee Chairperson

2. Address: 109 White Horse Drive, Ocean Pines

3. Email: golfertim@yahoo.com

4. Telephone: 410-629-9889 Property Owner for 21 (years)

5. Committee in which you would like to be involved:

- |  |                |                          |
|--|----------------|--------------------------|
| <input type="checkbox"/> Aquatics                                | Re-Appointment | <input type="checkbox"/> |
| <input type="checkbox"/> Architectural Review                    | Re-Appointment | <input type="checkbox"/> |
| <input type="checkbox"/> Budget & Finance                        | Re-Appointment | <input type="checkbox"/> |
| <input type="checkbox"/> By-Laws & Resolutions                   | Re-Appointment | <input type="checkbox"/> |
| <input type="checkbox"/> Clubs                                   | Re-Appointment | <input type="checkbox"/> |
| <input type="checkbox"/> Communications                          | Re-Appointment | <input type="checkbox"/> |
| <input type="checkbox"/> Elections                               | Re-Appointment | <input type="checkbox"/> |
| <input checked="" type="checkbox"/> Environment & Natural Assets | Re-Appointment | <input type="checkbox"/> |
| <input type="checkbox"/> Golf                                    | Re-Appointment | <input type="checkbox"/> |
| <input type="checkbox"/> Marine Activities                       | Re-Appointment | <input type="checkbox"/> |
| <input type="checkbox"/> Racquet Sports                          | Re-Appointment | <input type="checkbox"/> |
| <input type="checkbox"/> Recreation & Parks                      | Re-Appointment | <input type="checkbox"/> |
| <input type="checkbox"/> Search                                  | Re-Appointment | <input type="checkbox"/> |
| <input type="checkbox"/> Strategic planning                      | Re-Appointment | <input type="checkbox"/> |
| <input type="checkbox"/> Other _____                             | Re-Appointment | <input type="checkbox"/> |

Potential Term:  1<sup>st</sup>  2<sup>nd</sup>  3<sup>rd</sup> ~ Term will expire: 10/15/25

6. Why do you want to be on this Committee? To continue my membership as the Chairperson.  
With my interest in environmental issues for over 40 years including past memberships in Sierra Club and Save Our Streams I want to further the enhancement and preservation of the environmental assets in Ocean Pines.

7. What knowledge/input can you offer to this Committee? As a current registered geologist with a career in environmental compliance for over 35 years, I have high expertise in assessing and researching environmental issues. With this expertise I want to bring success and leadership to the committee. 10/15/23

Signature Tim Peck Date \_\_\_\_\_

1<sup>st</sup> Endorsement from Committee Chairperson:  
 Comment: Tim will be great!  
Sharon L Santacrose 10/16/23  
 Signature Date

2nd Endorsement from Board Liaison to Committee:  
 Comment: I BELIEVE TIM WILL PROVIDE GOOD LEADERSHIP.  
Joseph W. Houtman 10-16-23  
 Signature Date

Board Action: \_\_\_\_\_ Date: \_\_\_\_\_

President's Signature \_\_\_\_\_ Date \_\_\_\_\_

**OCEAN PINES ASSOCIATION  
ADVISORY COMMITTEE APPLICATION**

1. Name of Applicant: Patsy Workman

2. Address: 14 Quarter Staff, Ocean Pines Md 21811

3. Email: patsyw.31358@gmail.com

4. Telephone: 717 418 8994 Property Owner for 9 (years)

5. Committee in which you would like to be involved:

<input type="checkbox"/> Aquatics	Re-Appointment	<input type="checkbox"/>
<input type="checkbox"/> Architectural Review	Re-Appointment	<input type="checkbox"/>
<input type="checkbox"/> Budget & Finance	Re-Appointment	<input type="checkbox"/>
<input type="checkbox"/> By-Laws & Resolutions	Re-Appointment	<input type="checkbox"/>
<input type="checkbox"/> Clubs	Re-Appointment	<input type="checkbox"/>
<input type="checkbox"/> Communications	Re-Appointment	<input type="checkbox"/>
<input type="checkbox"/> Elections	Re-Appointment	<input type="checkbox"/>
<input type="checkbox"/> Environment & Natural Assets	Re-Appointment	<input type="checkbox"/>
<input type="checkbox"/> Golf	Re-Appointment	<input type="checkbox"/>
<input type="checkbox"/> Marine Activities	Re-Appointment	<input type="checkbox"/>
<input checked="" type="checkbox"/> Racquet Sports	Re-Appointment	<input type="checkbox"/>
<input type="checkbox"/> Recreation & Parks	Re-Appointment	<input type="checkbox"/>
<input type="checkbox"/> Search	Re-Appointment	<input type="checkbox"/>
<input type="checkbox"/> Strategic planning	Re-Appointment	<input type="checkbox"/>
<input type="checkbox"/> Other _____	Re-Appointment	<input type="checkbox"/>

Potential Term: 1<sup>st</sup> 2<sup>nd</sup> 3<sup>rd</sup> ~ Term will expire: \_\_\_\_\_

6. Why do you want to be on this Committee?  
I want platform terms to be represented. Currently we do not have a representative.

7. What knowledge/input can you offer to this Committee?  
I am the Treasurer, therefore I know our members.

Signature: Patsy Workman Date: 9-2-23

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1<sup>st</sup> Endorsement from Committee Chairperson:  
 Comment: I would like to have Patsy Workman added to committee.  
 Signature: Christy Nabl Date: 10/19/2023

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2<sup>nd</sup> Endorsement from Board Liaison to Committee:  
 Comment: I Approve  
 Signature: [Signature] Date: 10/23/23

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Board Action: \_\_\_\_\_ Date: \_\_\_\_\_

President's Signature \_\_\_\_\_ Date \_\_\_\_\_