



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

Saturday, April 15, 2023
9:00 AM, Clubhouse Meeting Room

https://teams.microsoft.com/l/meetup-join/19%3ameeting_NThINzBmMDQtODAzNS00ZmRmLWEwOWMtNGlwNDliYjZhOGNi%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 – Doug Parks, President

Pledge of Allegiance

Approval of Agenda

Approval of Minutes –

March 18, 2023 – Regular Meeting

Announcement of Email Votes/Motions - Stuart Lakernick

President's Remarks

GM Report – John Viola

Treasurer's Report – Monica Rakowski

Public Comments –

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

Capital Requests –

Golf Maintenance – Irrigation System Design

CPI Violations –

None

Unfinished Business –

None

New Business –

Motion to approve mosquito control contract – Doug Parks

Motion to approve contract for legal services – Doug Parks

First reading of amendments to Resolution B-02 (Rules of Order for Meetings of the Board of Directors) – Steve Jacobs

First reading of amendments to Resolution B-03 (Meetings of Association Members) – Steve Jacobs

First reading of amendments to Resolution B-05 (Conflicts of Interest) – Steve Jacobs

First reading of amendments to Resolution B-06 (Indemnification Policy) – Steve Jacobs

Review of Resolution F-02 (Investment Guidelines) – Steve Jacobs

Review of Resolution F-04 (Delinquent Assessments) – Steve Jacobs

Appointments –

Steve Ransdell – 1st Term – Elections Committee

Adjournment



OCEAN PINES ASSOCIATION, INC.
BOARD OF DIRECTORS' REGULAR MEETING
Saturday, March 18, 2023
9:00 a.m., Clubhouse Meeting Room

PRESENT: Doug Parks, Rick Farr, Stuart Lakernick, Monica Rakowski, Frank Daly, Colette Horn, and Steve Jacobs.

ALSO PRESENT: John Viola (General Manager), 23 Association members, and approximately 28 attendees through Microsoft Teams.

Call to Order – Doug Parks called the meeting to order at 9:00 a.m. with the Pledge of Allegiance.

Approval of Agenda –

Mr. Parks moved to accept the agenda, Mr. Farr seconded.

Mr. Parks moved to amend the agenda to include the motion to approve a defined contribution plan for the Police Department. The motion passed unanimously.

Approval of Minutes –

Mr. Jacobs moved to accept the minutes from the February 18, 2023 Regular Meeting, Mr. Farr seconded, all in favor.

President's Remarks – Doug Parks

Mr. Parks read a statement into record regarding the Do It for Gavin group.

GM Report – John Viola (attached)

Treasurer's Report – Monica Rakowski (attached)

Public Comments –

Richard Malone – 45 Nottingham Lane
Jack Levering – 6 Weeping Willow Court
Lora Pangratz – 2 Harpoon Road
Sherrie Clifford – 103 Teal Circle
Tim Eisenhuth – 10 Lookout Point

Capital Requests – None

CPI Violations – None

Unfinished Business – None

New Business –

Motion on Approval of Election Committee Recommendations – Rick Farr

Dr. Lakernick seconded, and the motion passed 4-2, with Dr. Horn and Mr. Jacobs opposed, and Mr. Daly abstaining.

Update on Delinquent Accounts Report – Monica Rakowski

Discussion: Report reviewed.

Second reading of revisions to Resolution B-07 (Petitions) – Steve Jacobs

Dr. Horn seconded, all in favor of approving revisions to Resolution B-07.

Second reading of revisions to Resolution F-03 (Financial Reserve Accounts) – Steve Jacobs

Dr. Horn seconded, all in favor of approving revisions to Resolution F-03.

Second reading of revisions to Resolution M-05 (Animal Control) – Steve Jacobs

Dr. Lakernick seconded, all in favor of approving revisions to Resolution M-05.

Review of Resolution B-02 (Rules of Order for Board Meetings) – Steve Jacobs

Discussion: will revise c.1 of resolution to exclude virtual attendees, then submit for first reading.

Review of Resolution B-03 (Meetings of Association Members) – Steve Jacobs

Discussion: Resolution to be brought forth next month for a first reading.

Review of Resolution B-05 (Conflict of Interest) – Steve Jacobs

Discussion: resolution to be forwarded to counsel for review.

Review of Resolution B-06 (Indemnification Policy) – Steve Jacobs

Discussion: resolution to be forwarded to counsel for review.

Review of Convenience Fee Resolution – Steve Jacobs

Discussion: Board to review then inform Bylaws & Resolutions Committee.

First reading of Resolution B-09 (Video Recordings and Record Retention Policy) – Steve Jacobs

Discussion: counsel to review to determine if retention policy is dependent upon data that is collected.

Motion to approve a defined contribution plan for the Police Department – Doug Parks

Ms. Rakowski seconded. Mr. Daly amended the motion to include \$175,000 transfer from realized retained earnings from the previous year. Dr. Horn seconded, all in favor.

Appointments –

Patricia Benner – 2nd Term – Environmental & Natural Assets Committee

Mr. Jacobs moved to accept the appointment, Mr. Daly seconded, all in favor.

Sherrie Clifford – 1st Term and Chair – Search Committee

Dr. Horn move to accept the appointment, Mr. Jacobs seconded. The appointment was not accepted (3-4), with Mr. Parks, Mr. Farr, Dr. Lakernick, and Ms. Rakowski opposed.

Angela Hunter – 1st Term – Racquet Sports Committee

Dr. Horn moved to accept the appointment, Ms. Rakowski seconded, all in favor.

Helen Johnson – 2nd Term – Strategic Planning Committee

Dr. Horn moved to accept the appointment, Dr. Lakernick seconded, all in favor.

Gary Miller – Chair – Aquatics Committee

Mr. Daly moved to accept the appointment, Dr. Horn seconded, all in favor.

Susan Morris – 2nd Term – Golf Committee

Ms. Rakowski moved to accept the appointment, Mr. Daly seconded, all in favor.

Adjournment – Mr. Daly moved to adjourn, Ms. Rakowski seconded, all in favor.

The meeting adjourned at 11:14 a.m.

Respectfully submitted:
Dr. Stuart Lakernick, Secretary



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

DEPARTMENT Golf Maintenance DATE 4/4/2023
 ITEM DESCRIPTION Irrigation System Design
 FOR REPLACEMENT OF (if applicable) Existing Irrigation System
 RESERVE STUDY - PAGE # 148 LINE# 3.07.23 BUDGET AMOUNT \$ 20,000.00
 FY 23/24 Budget

BIDDER	TOTAL PRICE EACH	DIFFERENCE FROM BUDGETED	COMMENTS
Hydro Designs Inc.	\$20,550.00	\$550.00	Staff recommended County recommended for a preferred vendor Already initiated 1st step of design with Hydro

DEPT HEAD <u>Art At</u> ACCOUNTING <u>SN</u>	DATE <u>3/30/23</u> DATE <u>4/13/23</u>	APPROVAL <u>[Signature]</u> GENERAL MANAGER	DATE <u>4/13/2023</u> DATE
		BOARD	DATE

*Please limit 1 item per sheet

Hydro Designs inc.

IRRIGATION ▾ PUMPING SYSTEMS ▾ AUTOMATIC CONTROLS

AGREEMENT BETWEEN CLIENT AND HYDRO DESIGNS, INC.

This Agreement, effective as of December 15, 2022, is between Ocean Pines Golf Club, ("Client"), 100 Clubhouse Dr, Ocean Pines, Maryland, 21811, and Hydro Designs, Inc. ("HDI"), 3 College Avenue, Suite 8, Frederick, Maryland, 21701, for irrigation consulting and design services associated with a new irrigation system for Ocean Pines Golf Club (the "Project").

The scope of work described herein is based on the schematic level design of the proposed irrigation system executed by HDI for the Worcester County Department of Public Works in 2021.

Article 1 HDI's Services

A. HDI's Services are:

1. Construction Documents Phase:
 - a. HDI will, upon approval by Client to proceed, produce a set of documents that are suitable for construction bid solicitation and construction of the project.
 - b. The Construction Documents will include a plan view of the irrigated site with schematic representation of all of the features of the irrigation system including the sprinklers, pipe, wire, valves and other appurtenances, and the control system. Detail drawings and written technical specifications will be included in this phase.
 - c. Also included may be an invitation to bid on the project, instructions to bidders, and the bid form.
 - d. HDI will send the Construction documents to the Client electronically as PDF files.
 - e. HDI's attendance at no more than one (1) meeting is allocated for the Construction Documents phase.
2. Construction Procurement Phase:
 - a. HDI will assist Client to obtain and evaluate construction proposals.
 - b. HDI will provide a list of recommended contractors, and will work with contractors of the Client's choice. HDI will prepare multiple copies of the bidding documents, and distribute them to the interested parties, attend a



3 College Avenue, Suite 8 ▾ Frederick, MD 21701
301/704-3102
michaelkrones@hydrodesigns.com

pre-bid conference, and respond to requests for clarifications, substitutions, and modifications to the irrigation system design.

B. Excluded Services

The following Excluded Services are not a part of HDI's Services and are the responsibility of others. Excluded Services include, but are not limited to, the following:

- a. Design of potable water systems;
- b. Design of landscape drainage systems;
- c. Design of foundations, buildings, electrical distribution systems, and HVAC systems, including but not limited to those features of an irrigation pumping plant building;
- d. Topographic and existing feature surveys;
- e. Plans showing existing and/or proposed landscaping, hardscape, buildings, easements, etc.;
- f. Existing site engineering and utility base information;
- g. Professional engineering certification;
- h. Permit application associated with construction and use of project, including water appropriations, pump building, and electrical system;
- i. Sub-contracting with other design consultants;
- j. Ground water well siting and testing;
- k. Design or specification of structural waterproofing liner; structural waterproofing; structural and landscape drainage; structural support; and maintenance of any structure, particularly one on which landscape irrigation is placed.

C. The work performed by HDI will be performed according to the requisite professional standard of care and will conform to the requirements of this Agreement. .

Article 2 Client's Responsibilities

- A. Client will provide HDI with all accurate and complete information, surveys, reports, and professional recommendations and any other related items requested by HDI in order to provide its professional services. HDI may rely on the accuracy and completeness of these items.
- B. Client will advise HDI of any known or suspected contaminants at the Project site. Client shall be solely responsible for all subsurface soil conditions.
- C. Client agrees to provide the items described in this Article and to render decisions in a timely manner so as not to delay the orderly and sequential progress HDI's services.



Article 3 Estimated Schedule and Project Budget

- A. HDI shall render its services as expeditiously as is consistent with the requisite professional skill and care. During the course of the Project, anticipated and unanticipated events may impact any Project schedule.
- B. As of the date of this Agreement, Client’s Project budget is unknown. The nature of the design contemplated by this Agreement is significantly dependent on the Client’s expectations of the construction and operational costs of the irrigation system. It is a goal of the initial discussions to determine the budget. Client agrees to promptly notify Irrigation Consultant of changes in the schedule or budget. Client acknowledges that significant changes to the construction schedule or budget, or to the Project’s scope may require Additional Services of HDI.

Article 4 Compensation and Payments

- A. Services shall be provided on a fixed fee basis, as indicated in the Fee Schedule, below. Services not otherwise included in the scope described above will be provided on a time basis of \$195.00/hour or for a negotiated fixed fee.
- B. Fee Schedule

<u>Service</u>	<u>Fixed Fee</u>
Construction Documents Phase	\$16,550.00
<u>Construction Procurement Phase</u>	<u>\$4,000.00</u>
Total:	\$20,550.00

- C. If the Client is in breach of this Agreement, or any other Agreement, with HDI, or if any timely payment is not made for any reason when payment is due and owing, HDI may, at its sole discretion, stop work on the project until Client makes all outstanding payments or until the Client cures its breach.
- D. Client agrees to pay HDI interest in the amount of 18% per annum (1 1/2% per month) on any balance which is unpaid from the date the payment is due and owing. This interest rate applies to outstanding fees due both before and after judgment, and this rate will be substituted for the statutory prejudgment and post-judgment interest rate to the extent allowable by law.
- E. Reimbursable Expenses are subject to a multiple of 1.15 and include, but are not limited to: reproduction, postage, and handling of documents; authorized travel; and Client requested renderings and models.
 - 1. Company and private automobile mileage will be invoiced at the prevailing GSA mileage reimbursement rate, portal to portal, for all travel from our office.
 - 2. Reimbursable expenses associated with all Services are estimated to not exceed \$850.00.



F. HDI shall bill Client for Services and Reimbursable Expenses once a month.

Article 5 Termination or Suspension of Agreement

- A. HDI may terminate this Agreement for any reason seven (7) calendar days after written notice is delivered via hand delivery, overnight delivery from a commercial service (e.g. Federal Express) and/or e-mail, to the undersigned Client or agent of the Client.
- B. If, however, the Client is in breach of this Agreement, or any other Agreement, with HDI, or if any timely payment is not made for any reason when payment is due and owing, HDI may, at its sole discretion, terminate this Agreement and/or suspend the performance of its services. HDI shall have no liability because of such suspension of services or termination due to Client's nonpayment or breach of any Agreement with HDI.
- C. If this Agreement is suspended or terminated, Client agrees to immediately pay HDI for all Services rendered and Reimbursable Expenses incurred up to the date of the suspension or termination of this Agreement.

Article 6 Use and Ownership of HDI's Documents

- A. Upon the parties signing this Agreement, HDI grants Client a nonexclusive license to use HDI's documents as described in this Agreement, provided Client performs in accordance with the terms of this Agreement. No other license is implied or expressly granted under this Agreement. All instruments of professional service prepared by HDI, including but not limited to drawings and specifications, are the property of HDI for use on this project only. These documents shall not be reused on other projects without HDI's written permission. HDI retains all rights, including copyrights, in its documents.
- B. The Client agrees to waive any and all claims against the HDI and to defend, indemnify and hold HDI harmless from and against any and all claims, losses, liabilities and damages arising out of or resulting from the unauthorized use, reuse or alteration of the HDI's designs, drawings and specifications.

Article 7 Miscellaneous Provisions

A. Governing Law

This Agreement shall be governed by and construed under the laws of the State of Maryland, exclusive of its conflict of law rules.

B. Forum Selection Clause

Each party agrees that the Circuit Court of Frederick County, Maryland or the U.S. District Court for the District of Maryland, Northern Division, shall have exclusive jurisdiction to hear and determine any claim or dispute between or amongst the parties arising out of this Agreement. Each party hereby waives any objection that



he/she/it may have based upon lack of personal jurisdiction of the aforementioned courts, improper venue and/or *forum non conveniens*.

C. Attorney's Fees

If HDI prevails in an action against the Client for a breach of any covenant, provision or condition, or for any other action otherwise arising out of this Agreement, the Client shall pay to HDI reasonable attorneys' fees, losses and costs incurred by HDI, in addition to any other relief to which it may be entitled. HDI prevails if:

1. it hires legal counsel to pursue the collection of any amount that the client has failed to pay, and the client ultimately pays all, or part, of the amount sought;
2. it initiates litigation and substantially obtains the relief it sought, either through a judgment or the Client's voluntary action (e.g., mediation or settlement) before arbitration, trial, or judgment;
3. the other party withdraws its action without substantially obtaining the relief it sought; or
4. it does not initiate litigation and judgment is entered for either party, but without substantially granting the relief sought.

D. Integration Clause and Modifications

This Agreement, any Exhibits thereto, or any other agreements expressly, by writing, incorporated herein, is/are the entire and integrated agreement between Client and HDI and supersedes all prior negotiations, statements or agreements, either written or oral. The parties may amend this Agreement only by a written instrument signed by both Client and HDI.

E. Severability

In the event that any term or provision of this Agreement is found to be unenforceable or invalid for any reason, the remainder of this Agreement shall continue in full force and effect, and the parties agree that any unenforceable or invalid term or provision shall be amended to the minimum extent required to make such term or provision enforceable and valid.

F. Assignment

Neither Client nor HDI shall assign this Agreement without the written consent of the other.

G. HDI's Non-Control of Work on the Project

Irrespective of any other term in this Agreement, HDI shall not control or be responsible for construction means, methods, techniques, schedules, sequences or procedures; for construction safety or any other related programs; or for other parties' errors or omissions or for other parties' failure to complete their work or services in accordance with HDI's documents.



H. Indemnification

Client agrees to indemnify and hold HDI harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including, but not limited to, reasonable attorneys' fees and all legal expenses and fees incurred through appeal, and all interest thereon, accruing or resulting to any and all persons, firms or any other legal entities on account of any damages or losses to property or persons, including injuries or death, or economic losses, relating to or arise from HDI's performance of its work on the Project.

I. Waiver of Consequential Damages

Client waives consequential damages for any claims, disputes or other matters in question arising out of or relating to this Agreement.

J. Waiver of Rights if Covered by Insurance

To the extent damages are covered by property insurance during construction, Client and HDI waive all rights against each other and against the contractors, consultants, agents and employees of the other for such damages. Client or HDI, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties described in this paragraph.

K. Acknowledgment of Proper Project Maintenance

Client acknowledges and agrees that proper Project maintenance is required after the Project is complete. A lack of or improper maintenance in areas such as, but not limited to: winterization to prevent freeze damage; regular inspection of components for proper operation; and regular review of soil moisture requirements and controller scheduling; may result in damage to property or persons. Client further acknowledges and agrees that, as between the parties to this Agreement, Client is solely responsible for the results of any lack of or improper maintenance.

L. Maximum Liability of HDI

To the fullest extent permitted by law, the total liability in the aggregate, of HDI and HDI's officers, directors, employees, agents, and independent professional associates, and any of them, to Client and any one claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of in any way related to HDI's services, the project, or this Agreement, from any cause or causes whatsoever, including but not limited to, the negligence, errors, omissions, strict liability, breach of contract, misrepresentation, or breach of warranty of HDI or HDI's officers, directors, employees, agents or independent professional associates, or any of them, shall not exceed the total compensation received by HDI under this agreement.



M. HDI Not Liable for Irrigation Construction

HDI will not be responsible for issues resulting from construction of irrigation on top of a structure, including but not limited to, water seepage, infiltration, and drainage. To the fullest extent permitted by law, the Client agrees to indemnify and hold the HDI harmless from and against any liabilities, claims, damages, losses, attorneys' fees and costs arising out of or resulting from the construction of irrigation on top of a structure.

M. Third-Party Beneficiaries

Nothing in this Agreement shall create a contractual relationship for the benefit of any third party.

N. Signature Required

If this Agreement is not signed and returned to HDI within sixty (60) days, the offer to perform the described services may, in HDI's sole discretion, be withdrawn and be null and void.

HDI

Hydro Designs, Inc.



By: Michael J. Krones, Ph.D.
Its: President

Date: December 15, 2022

CLIENT

Ocean Pines Golf Club

By: _____

(Print Name)

Its: _____
(Print Title)

Date: _____





Maryland Department of Agriculture
Office of Plant Industries and Pest Management
Mosquito Control

The Wayne A. Cawley Jr. Building
50 Harry S. Truman Parkway
Annapolis, MD 21401
www.mda.maryland.gov
T: (410) 841-5960

March 6, 2023

Ocean Pines Association, Inc.
Attn: General Manager
239 Ocean Parkway
Berlin, Maryland 21811

Dear General Manager:

The Maryland Department of Agriculture, Mosquito Control Section, has prepared an estimate of operating expenses for mosquito control in the Town of Ocean Pines during the 2023 season. This budget estimate is based on previous years' expenditures and anticipated costs for the upcoming season.

The proposed mosquito control budget for the 2023 season in the Town of Ocean Pines is enclosed. If these amounts are acceptable, please sign and return two copies. If you wish to revise the suggested amounts, please line through the typed amount, write the new amount, initial and return two signed two copies of the document to the Maryland Department of Agriculture. Please note that if the local and/or county share is reduced, there will be a proportional reduction of State funds allotted. Once the copies are received by the Department, both copies will be signed, one will be returned to you, and one will remain in the Department file.

Please give this matter prompt attention as mosquito control activities will be starting soon in many areas. Thank you for your continued support. I trust that our cooperative efforts will result in a successful mosquito control program in the Town of Ocean Pines. Please call me if you have any questions

Sincerely,

Brian Prendergast
Program Manager

BFP/mes
Enclosure

cc: Kevin Conroy, Assistant Secretary

PROPOSED BUDGET
TOWN OF OCEAN PINES-MOSQUITO CONTROL
CALENDAR YEAR 2023
(FY 2024 SETTLEMENT)

TEMPORARY WORK	LOCAL	COUNTY	STATE	TOTAL WORKING BUDGET
Integrated Mosquito Management	\$1,500	None	\$1,000	\$2,500
Adult Mosquito Surveillance and Control	16,500	None	None	16,500
Total	\$18,000	None	\$1,000	\$19,000

*The State appropriation is comprised of services, equipment and materials, only. Any balance in the State appropriation, after expenses, is not payable and cannot be invoiced to offset local expenses.

APPROVED BY TOWN:

Name/Title

Signature

Date

APPROVED BY STATE:

Kevin Conroy, Assistant Secretary

Name/Title

Signature

Date

PROPOSED BUDGET
TOWN OF OCEAN PINES-MOSQUITO CONTROL
CALENDAR YEAR 2023
(FY 2024 SETTLEMENT)

TEMPORARY WORK	LOCAL	COUNTY	STATE	TOTAL WORKING BUDGET
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Total	\$18,000	None	\$1,000	\$19,000

*The State appropriation is comprised of services, equipment and materials, only. Any balance in the State appropriation, after expenses, is not payable and cannot be invoiced to offset local expenses.

APPROVED BY TOWN:

APPROVED BY STATE:

Kevin Conroy, Assistant Secretary

Name/Title

Name/Title

Signature

Signature

Date

Date

RESOLUTION B-02

RULES OF ORDER FOR MEETINGS OF THE BOARD OF DIRECTORS

1. **Purpose.** This Resolution supplements Robert's Rules of Order for the conduct of meetings of the Board of Directors of the Ocean Pines Association, Inc.

2. **Authority.** Section 5.15 of the By-laws of the Ocean Pines Association, Inc. provides that Robert's Rules of Order shall be used to regulate and govern all meetings of the Board of Directors, to the extent they are not inconsistent with the By-laws or Resolutions.

3. **The Chairperson.** The Chairperson shall be the President of the Association. In the event the President is unavailable or unwilling to serve or discharge these duties the Vice President or a Director selected by a majority of the remaining Directors shall act as chairperson. The Chairperson shall:

- a. preside at every meeting of the Board, call the meeting to order at the appointed time, and determine the presence of a quorum;
- b. preserve order and decorum and, in case of disturbance or disorderly conduct by either members of the Board or other attendees, shall take such action as is necessary to restore order; and
- c. decide points of order. The Chairperson may consult the parliamentarian but all points of order shall be decided by the Chairperson.

4. **General Rules**

a. **Decorum and Courtesy.** Board members and attendees shall behave in a courteous and dignified manner during Board meetings. Board members unable to remain until the meeting is adjourned shall inform the Chairperson of their anticipated departure time at the beginning of the meeting.

b. **Authorized Attendees.** Any member of the Association and their agents may attend any open Board meeting. Executive or supervisory employees of the Association and members of the press may also attend unless specifically excluded by a majority vote of the Board members present. Other persons designated by the Board of Directors may be permitted to attend and participate in any open Board meeting.

c. **Public Comments**

(1) **Eligibility.** Any member who desires to address the meeting during Public Comments shall be recognized. **Members must attend the meeting in person to make a public comment.** When beginning comments, members shall state their name and address.

(2) **Time Limit and Decorum.** Unless otherwise agreed to by the Board, members shall limit their comments to no more than five (5) minutes. Public comments shall be addressed to the Board, delivered courteously, and be pertinent to Ocean Pines Association related issues. At a special meeting of the Board, comments shall be limited to items on the agenda for that meeting. Negative personal comments about or directed to any Board member or member of the Association shall be ruled out of order. If the discourteous comments continue, the member will be asked to leave the meeting by the Chairperson.

d. **Voting.** Voting may be by as designated by the Chairperson.

5. Effective Date: November 19, 2008

Adopted by the Board of Directors on November 19, 2008

President _____ Attest _____ Secretary

Review History:

General Manager _____ Date: _____

By-Laws and Resolutions Advisory Committee _____

Date: _____

RESOLUTION B-03

MEETINGS OF ASSOCIATION MEMBERS

1. **Purpose.** This Resolution supplements Robert's Rules of Order for the conduct of the meetings of the members of the Ocean Pines Association, Inc.
2. **Authority.** Section 4.06 of the By-laws of the Ocean Pines Association, Inc. provides for the use of Robert's Rules of Order to regulate and govern the conduct of meetings of Association members and provides that the Board of Directors may adopt Resolutions for the conduct of meetings.
3. **Meetings of the Members.** Section 4.02 of the By-laws provides that the annual meeting of the members of the Association for the validation of the results of an election of Directors and for the transaction of such other business as may properly come before the meeting shall be held on the second Saturday of August of each year. Section 4.03 of the By-laws provides for special meetings. Meetings of the Association may be held as Virtual Meeting or a hybrid of a Virtual Meeting and in-person meeting as directed by the Association's President.
 - a. **Virtual Meeting Requirements.** To hold a Virtual Meeting or a hybrid meeting the following requirements must be met:
 - i. The equipment or system must permit any Member, Board Member or Committee Member in attendance to hear and be heard by all others participating in the meeting.
 - ii. The General Manager shall report to the Board not less than 30 days prior to the annual meeting that the equipment or system is able to ensure that only qualified members of Ocean Pines may be counted toward a quorum, to vote and to fully participate in the meeting.
 - iii. A link or instructions on how to access the Virtual Meeting shall be included in the notice of the meeting
 - b. Any Member attending a Virtual Meeting shall be deemed present for quorum, voting purposes and full participation, as applicable in the particular meeting.
 - c. The inability of a Member to join a meeting due to technical difficulties with the Member's telephone, computer or other electronic device does not invalidate the meeting or any action taken at the meeting.
 - d. **Voting at Member Virtual Meetings.**
 - i. Any matter requiring a vote of the Association (Members) at the meeting, may be set by the President for a vote at the Virtual Meeting of the Members and a ballot may be delivered to Members with notice of the meeting.
 - ii. Only those Members present at the Virtual Meeting shall be authorized to vote a ballot in accordance with the subsection and Section IIB-113.6(c)(1)(i) of the Act and only is to be ballot voting at the Virtual Meeting.
 - iii. Members who are not present at the meeting may:

1. Vote by electronic transmission or
 2. Vote by proxy in accordance with the requirements of the Bylaws and Act; and be considered present for quorum purposes through their proxy.
- iv. The President may set a reasonable deadline for return of a ballot to the Association, including return by electronic transmission, but the deadline for return of the ballot shall be not later than 24 hours after the conclusion of the meeting.

4. **The Presiding Officer.** The Presiding Officer shall be the President of the Association. In the event the President is unavailable or unwilling to serve or discharge these duties, the Vice President or a Director selected by a majority of the remaining Directors shall act as chairperson. The Presiding Officer shall:

- a. take the chair at every meeting of the members at the appointed time and call the meeting to order;
- b. appoint a qualified person to act as recorder under the direction of the Secretary, appoint a qualified person to act as parliamentarian, and appoint a qualified person to act as timekeeper;
- c. preserve order and decorum and, in case of disturbance or disorderly conduct, take such action as is necessary to restore order;
- d. determine the method of voting to be used, in accordance with Section 3.05 of the Bylaws; and
- e. decide points of order. The Presiding Officer may consult the parliamentarian but all points of order shall be decided by the Presiding Officer.

5. **General Rules.**

- a. **Points of Order.** The Presiding Officer's decision on a point of order shall be final unless overruled by a majority vote of the voting members present in person.
- b. **Determination of a Quorum.** The acceptance of the presence of a quorum of voting members either in person or by proxy shall be determined by a report from the Elections Committee.

c. **Decorum and Debate.**

(1) **Eligibility.** Association members or their agents shall be permitted the use and privilege of the floor. All others must be recognized by the Presiding Officer or obtain permission by a majority vote of the members present in person.

(2) **Procedure.** A member or member's agent desiring to address the meeting or make any motion shall rise and, on being recognized, proceed to the podium or a microphone and give his or her name and address. Agents shall identify themselves and state the name and address of the member they represent.

Comments shall be delivered courteously. Negative personal comments about or directed to another person shall be ruled out of order.

(3) **Time limits.** Unless otherwise agreed to by the members present, no member may speak longer than five (5) minutes at a time or more than twice on the same question. No member may speak a second time on the same question as long as another member who has not spoken desires the floor, unless he be the mover, proposer or introducer of the matter pending, in which case he shall be permitted to speak in reply to all questions directed through the Presiding Officer.

(4) **Voting.** Voting on substantive issues shall be by proxy and by use of voting cards. Proxy voting shall be cast at the direction of the Presiding Officer but only on those issues qualifying under and in accordance with the provisions of the Bylaws.

d. **Motions.** The following rules apply to all substantive motions.

(1) **Writing.** Every substantive motion shall be reduced to writing and shall be entered in the minutes with the name of the member making it.

(2) **Reading and Seconding.** When a motion has been made, the Presiding Officer shall cause it to be read aloud before being debated. A motion shall require a second before it is debated, and if the motion receives no second, the motion fails.

(3) **Amendments.** No motion on a subject different from that under consideration shall be admitted as an amendment. When a motion is under consideration, a motion to amend and a motion to amend that amendment shall be in order. It shall also be in order to offer a further amendment by the way of substitute, to which one amendment may be offered.

(4) **Calling the Question.** When it appears no additional comments on an issue are forthcoming, the Presiding Officer shall call the question. In addition, there may be a motion to vote on the previous question, which, being ordered by a two-thirds (2/3) affirmative vote of the members voting in person, shall terminate all debate and bring the body to direct vote upon the immediate question or questions on which it has been asked and ordered. All incidental questions of order arising after a motion is made for the previous question, and pending such motion, shall be decided, whether on appeal or otherwise, without debate.

6. **Order of Business.**

a. **For the Annual Meeting of the Members.**

Call to order at the appointed time

Appointments

Recorder

Parliamentarian

Timekeeper

Others

Ascertainment of Quorum

Approval of Agenda
Approval of Minutes
Reports
Pending Business
Election Committee Report
Public Comments
Adjournment

b. **For a Special Meeting of the Members.**

Call to order at the appointed time
Appointments
Recorder
Parliamentarian
Timekeeper
Others
Ascertainment of Quorum
Comments by the Presiding Officer
Introduction and discussion of items(s) contained in the call of the meeting.
Public Comments
Adjournment

7. **Effective Date:** November 19, 2008

Adopted by the Board of Directors on November 19, 2008.

/S/ David M. Stevens President Attest: /S/ Les Purcell Secretary Review

History:

General Manager: /S/ Thomas J. Olson Date: December 4, 2008

Legal: _____ Date: _____

By-laws and Resolutions Advisory Committee: /S/ James Trummel Date:

December 5, 2008

RESOLUTION B-05

CONFLICTS OF INTEREST

1. **Purpose.** This Resolution provides policy regarding conflicts of interest for members of the Board of Directors, officers, employees, and committee members of the Ocean Pines Association, Inc. ("Association").

2. **Authority.** Article ~~TENTH-NINTH~~ of the Charter of the Association requires Directors and officers to disclose a financial or other interest in contracts or transactions of the Association. Article ~~THIRD-SEVENTH~~ of the Charter authorizes the Board of Directors to establish committees and appoint the members of those committees. Article V, Section 5.14(d) of the By-laws of the Association authorizes the Board of Directors to establish conditions of employment for all employees of the Association.

3. **Policy.**

a. **Conflict of Interest.** ~~No Director, officer, employee, or committee member of the Association shall recommend a course of action or make a decision on behalf of the Association with respect to any matter in which he has, or hopes to have, a direct or indirect financial interest or in which a family member or employer (other than the Association) has, or hopes to have, a financial interest. No Director, officer, employee or committee member of the Association shall knowingly misrepresent facts in order to achieve any measure of personal gain in any matter for themselves or any affiliated company from which he or his family member may benefit. All decisions must be made with the best interest of the Association in mind.~~

This policy shall not prohibit the furnishing of unbiased factual information for recommendation or action by others. Directors, officers, employees, and committee members shall be alert to, and sensitive to, any appearance of a conflict of interest and shall avoid such appearances.

b. **Confidential Information.** No Director, officer, employee, or committee member shall use confidential information received in the course of his Association duties to benefit any person, company, corporation, or proprietorship. ~~No Director, officer, employee or committee member shall disclose confidential Association business or information outside of the Board of Directors without the prior approval of the Board of Directors or except as otherwise permitted or necessary in working with the Association's legal counsel.~~

c. **Gifts and Gratuities.** No Director, officer, employee, or committee member shall accept gifts or gratuities from a corporation, company, proprietorship, or person seeking or doing business with the Association. Exceptions: meals of nominal value during the course of meetings at which Association business is discussed or gifts which are clearly based on relationships not related to the Association such as family or long standing social relationships.

4. **Definitions.**

a. **Matter.** Matter includes, but is not limited to, a purchase, a contract, any action (such as a resolution or approval of a contract or purchase), a personnel action or disposal of Association assets.

b. **Financial Interest.** Financial Interest includes, but is not limited to, a partial or total ownership of a company, partnership, or proprietorship involved in a matter, or potentially involved in a matter, either as the prime participant or as a subcontractor or supplier. It also includes a fee, wage, or salary relationship with the prime participant, subcontractor, or supplier whether or not the fee, wage, or salary is directly related to the matter. Financial interest does not include ownership of, or control over, publicly traded securities in which the number of securities held is insufficient to influence the decisions of the issuer.

c. **Family Member.** A spouse, father, mother, brother, sister, son, daughter, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law or grandchild who has a Financial Interest as defined in paragraph 4.b and the interest is known by the Director, committee member, officer, or employee.

d. **Employer.** A company, partnership, proprietorship, or individual which furnishes compensation to or which is discussing or negotiating future compensation with a Director, officer, employee, or committee member of the Association whether or not the compensation is related to the matter.

5. **Notification.** In any situation where any appearance of a conflict of interest could exist, i.e., when a Director, his company, his family member, or friend would be benefited by a decision of the Board of Directors, the conflicted Director must fully disclose the nature of the conflict in writing to the Board of Directors at the earliest opportunity. Any self-dealings or dealings with related parties must be fully disclosed to the Board of Directors. All contracts or decisions in which a Director has a conflict of interest must be approved by the majority of the remaining Directors and must be fair and reasonable to the Association.

Any ~~Director, officer,~~ or committee member of the Association who has or may have a conflict of interest or who has or may have the appearance of a conflict of interest shall notify the Board of Directors and shall refrain from making recommendations or taking action with respect to the matter. Any employee who has or may have a conflict of interest or the appearance of a conflict of interest shall notify the General Manager through normal reporting channels and shall refrain from making recommendations or taking action with respect to the matter.

6. **Remedies.** Any Director, officer, employee, or committee member of the Association may be removed from his position for violation of this policy.

7. **Effective Date:** ~~November 19, 2008~~

Adopted by the Board of Directors on November 19, 2008

/S/ David M. Stevens _____ President Attest: /S/ Les Purell _____ Secretary

Review History:

General Manager: /S/ Thomas J. Olsen _____

Date: December 4, 2008

RESOLUTION B-06

INDEMNIFICATION POLICY

1. **Purpose.** This Resolution states the policy whereby the Ocean Pines Association, Inc. indemnifies current and past volunteers, employees, and agents who provide services or perform functions on behalf of the Association. While acting on behalf of the Association, these individuals may become subject to claims by third parties seeking to hold them liable for such activities. If they are held liable, it is in the Association's best interest to indemnify them if they were acting in good faith and within the authorized scope of employment, and to indemnify them for their reasonable expenses in defending such claims, to the extent permitted by law.

2. **Authority.** Article ~~EIGHTH-SEVENTH~~ of the Charter states the Association may indemnify a representative of the Association, in addition to Directors and officers, in connection with a proceeding to the fullest extent of Section 2-418 of the Corporations and Associations Article of the Annotated Code of Maryland.

3. **Conditions of Indemnification.** Indemnification ~~shall may~~ be given only to those persons who are acting in good faith and within the scope of their designated authority and shall not extend to those persons who exceed the scope of the designated authority or who act outside the authority granted by the Association, who act in bad faith, or who act with active and deliberate dishonesty.

4. **Indemnification of Volunteers.** In the event persons not employed by the Association act as volunteers for official functions of the Association and are acting upon the request of the Association, they ~~shall may~~ be indemnified and held harmless by the Association for all activities, actions, and other matters performed within the scope of the requested activity.

5. **Indemnification of Employees and Agents.** Employees and agents of the Association who are acting within the scope of their delegated authority ~~shall may~~ be indemnified and held harmless by the Association for all actions performed within the scope of their employment or agency.

6. **Approval of Indemnification.** Indemnification shall be made only for specific proceedings and after a determination that it is permissible under the law. Indemnification shall be approved in accordance with Section 2-418 of the Corporations and Associations Article of the Annotated Code of Maryland and Article EIGHTH of the Charter.

7. **Effective Date:** November 19, 2008

Adopted by the Board of Directors on November 19, 2008

/S/ David M. Stevens President Attest: /S/ Les Pureell Secretary

Review History:

General Manager: /S/ Thomas J. Olson Date: December 4, 2008

Legal: _____ Date: _____

By-laws and Resolutions Advisory Committee: /S/ James Trummel

Date: December 5, 2008

OPA Board/Advisory Committee Charging Document

Request for Performance by: Board
 _____ Advisory Committee

Date: June 17, 2022

Submitted By: Jim Trummel

For Inclusion in Meeting to be Held on: _____, 20____

Request: The Board requests the _____ Advisory Committee to:

The By-laws and Resolutions Advisory Committee requests the Board to:

Review resolution F-01 (Investment Guidelines) to determine if it meets current Association policies and requirements.

Background: (Explain the environment of why the Board/Committee wants and/or needs the actions performed)

The resolution is currently due for a review. A review of this resolution is scheduled for every two years.

Discussion: (Topics for discussion by the Board/Committee to assure full understanding of what is expected):

The Committee suggests that consideration be given to the following provisions in particular:

1. Paragraph 2.a(ii): Is the degree of specificity currently necessary?
2. Paragraph 2.d: Are the requirements of approval, review and reporting of findings currently in effect?
3. Paragraph 2.e: Is the delegation of investment authority currently in effect?

Committee Chair: Jim Trummel Lora Pangratz Date: June 10, 2022-January 13, 2023

Board Liaison: Stephen Jorat Date: 4/10/23

Board Secretary: _____ Date: _____

RESOLUTION F-01
INVESTMENT GUIDELINES

1. **Purpose.** To provide for changing investment strategies for differing interest rate environments. It is understood that in a normal rate environment intermediate term investments should be rewarded with higher yields. During low interest rate periods little benefit may be gained from longer terms which may not be practical.
 2. **Overview:** Investment cash, referred to as Reserve funds, is primarily received from Ocean Pines Association member assessments as well as fees and revenues generated from OPA operations. Reserve funds are generally divided into two categories:
 - a. Funds required for operations during the fiscal year;
 - b. Restricted funds for long term maintenance of fixed assets, capital improvements and replacements.
2. **Guidelines:** The following guidelines are required for the care and maintenance of Reserve funds:
- a. **Preservation of Capital:**
 - i. Promote and assure the preservation of principal of all liquid assets.
 - ii. The following are acceptable liquid asset investment categories:
 1. Bank or financial institution deposits, including checking accounts, savings accounts, money market accounts and certificates of deposit in amounts not to exceed FDIC insurance coverage.
 2. Notwithstanding the aforementioned limitations, deposits that may be in excess of FDIC coverage must be collateralized specifically by securities in the bank's U. S. Governments or Agencies portfolio in an amount that exceeds the uninsured deposit amount by at least five percent (5%).
 3. Deposits under the "Certificate of Deposit Account Registry Service" (CDARS®), are included as FDIC insured deposits.
 4. Individual short and intermediate term General Obligation U.S. Government Bonds, Bills, Notes and U. S. Agency Securities in Investment Grade as defined by Moody's or Standard & Poor's.
 5. All securities must be purchased with the intent to hold to maturity.
 6. When investing in individual U. S. Agency Securities (GSE) the duration period of the security, as well as the reinvestment strategy for prepaid principal, must be identified and considered.
 7. Maturities should not exceed five (5) years.
 8. At no time will derivatives or complex structured securities be purchased, including those derived from U. S. Government securities.
 - b. **Investment Liquidity:**

- i. Maturities must be structure to ensure that assets will be liquid for anticipated needs.
- ii. A laddering strategy by maturity should be employed.

c. Guiding Principles for Asset Investment Performance:

- i. Achieve short and intermediate term investment performance appropriate for the asset class selected.
- ii. Except for funds required for liquidity, assets must be invested in an appropriate manner for yield while simultaneously adhering to the principles associated with credit risks and interest rate risks.
- iii. Interest from Restricted Reserve Investments must be reinvested into the same or similar reserve category to help ensure the growth and sustainability of replacement reserves.

d. Financial Services Selection:

- i. Financial institutions providing general banking and/or investment services to the Ocean Pines Association shall be approved by written resolution of the Board of Directors. The condition and qualifications of these financial institutions shall be reviewed at least annually by the Budget and Finance Advisory Committee which will report their findings to the Board of Directors and the General Manager.

e. Delegation of Authority:

- i. Responsibility for conducting investment transactions for the Ocean Pines Association resides with the Treasurer and the General Manager.

Effective Date: March 24, 2016

Approved by the Board of Directors on: March 24, 2016

President: /S/ Patrick Renaud Attest: /S/ Tom Herrick Secretary

Review History

General Manager: _____ Date: _____

Legal _____ Date: _____

By-Laws & Resolutions Adv. Committee: /S/ Doug Parks Date: 3/26/16

OPA Board/Advisory Committee Charging Document

Request for Performance by: Board

_____ Advisory Committee

Date: June 17, 2022

Submitted By: Jim Trummel, chair, By-laws and Resolutions Advisory Committee

For Inclusion in Meeting to be Held on: _____, 20____

Request: The Board requests the _____ Advisory Committee to:

The By-laws and Resolutions Advisory Committee requests the Board to:

Review resolution F-04 (Delinquent Assessments) to determine whether it continues to establish an effective policy for the collection of annual charges.

Background: (Explain the environment of why the Board/Committee wants and/or needs the actions performed)

This resolution was due for review in May 2022.

Discussion: (Topics for discussion by the Board/Committee to assure full understanding of what is expected)

It is noted that paragraph 3.a.6 of the resolution requires a review of the effectiveness of the assessment collection effort be provided to the Board. There is no indication in Board meetings that this review has been accomplished for 2022.

Committee Chair: Jim Trummel-Lora Pangratz Date: June 10, 2022 January 13, 2023

Board Liaison: Stephen Jacob Date: 4/10/23

Board Secretary: _____ Date: _____

RESOLUTION F-04

DELINQUENT ASSESSMENTS

1. **Purpose.** To establish policy for the collection of delinquent annual charges (assessments).
2. **Authority.** The Association's Declarations of Restrictions and Articles of Restatement cite actions that the Board of Directors is authorized to take for the collection of delinquent annual charges (assessments) including the establishment of the annual rate of interest to be assessed on unpaid charges from the date of delinquency.
3. **Policy.** The Association, through its General Manager, will take the following actions to ensure delinquent annual charges are paid:
 - a. **During First Year of Delinquency**
 - (1) **By July 1.** A letter is sent notifying member of delinquency with request for payment, which will include interest calculated at the annual rate established each year by the Board of Directors, notice of suspension of recreation/amenity privileges, and a timetable of future actions that will be taken should payments not be forthcoming. The letter is signed by the Assessment Supervisor.
 - (2) **By August 1.** A letter is sent notifying member to contact OPA Membership office to pay annual charge or to make arrangements for special payments. Notify member a lien shall be placed on the property and additional steps may be taken if a response is not received by September 1. The letter is sent by certified mail and signed by the Assessment Supervisor.
 - (3) **By September 30.** A letter is sent notifying member lien action is being started and this matter is being forwarded to our attorney for appropriate legal action which may include foreclosure. The letter is sent by certified mail and signed by the Assessment Supervisor.
 - (4) **By October 31.** File a lien against the property and send notice of that filing.
 - (5) **By November 30.** A letter sent from our attorney's office.
 - (6) **By March 1.** A review meeting including the Treasurer, a member of the Budget and Finance Advisory Committee, the General Manager, the Director of Finance and the Assessment Supervisor will take place to review the process to determine the effectiveness of the Association's current assessment collections strategy and determine what, if any, further actions should be taken by the Association. An update will be provided to the Board of Directors on the overall assessment status, and to make any recommendations to improve or change our policy.
 - b. **During Subsequent Years of Delinquency.** Foreclose on the properties of delinquent members except for those properties where the Association considers it in our interest not to do so. This decision shall be made by the Board of Directors based on the recommendation from the review conducted during March of each year.

4. Effective Dat : June 1, 2019

Approved by the Board of Directors on: June 1, 2019

President: CU::, Attest: _____ (lf+- Secretary

Reviehistory

General Manager: -kS---: J.J. ?{.....-- Date: _____

Legal [Signature] Date: _____

By-Laws & Resolutions Adv. Committee: O J. L. 1/4 W - i, J Date: J) < ' - = / : 2 . y 7

OCEAN PINES ASSOCIATION ADVISORY COMMITTEE APPLICATION

1. Name of Applicant: Steve Ransdell

2. Address: 128 Boston Dr.

3. Email: srsdell@comcast.net

4. Telephone: 301-537-4408 Property Owner for 30 (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 checked="" 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 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: 1st 2nd 3rd - Term will expire: _____

6. Why do you want to be on this Committee? Safeguarding our elections are vital to maintaining confidence in our Board of Directors. We must restore faith in our elections and end this bickering.

7. What knowledge/input can you offer to this Committee? I am well-versed in Parliamentary procedure and have Served as election teller (monitor) for many clubs and organizations.

Steve P. Ransdell 3/22/23
Signature Date

1st Endorsement from Committee Chairperson:
Comment: I have interviewed Mr. Ransdell and recommend BOB approval.
Thomas A. Batten 3/23/23
Signature Date

2nd Endorsement from Board Liaison to Committee:
Comment: MR. RANSDELL will be a outstanding member on this committee. Highly Recommended
Ransdell 4/4/2023
Signature Date

Board Action: _____ Date: _____

President's Signature _____ Date _____