

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

### Saturday, June 17, 2023 9:00 AM, Clubhouse Meeting Room

https://teams.microsoft.com/l/meetup-

join/19%3ameeting ZjFhYTkxMmQtZTcxNy00MTEzLWE3NGQtZTAxZmYyZGQ3ODQx% 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 –

May 20, 2023 – Regular Meeting May 27, 2023 – Special Meeting

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 -

Public Works - Limb Cutter

Public Works – John Deere Gators

Public Works – Pintail Park Recreation Pier (northern area)

Public Works – Pintail Park Kayak Launch Gangway and Floating Dock (southern area)

CPI Violations -

None

Unfinished Business -

None

### New Business -

Motion to approve updates to the Financial Policy Manual – Doug Parks

First reading of revisions to Resolution B-08 (Director Ethics and Conduct) - Colette Horn

First reading of revisions to Resolution C-14 (Racquet Sports Advisory Committee) – Colette Horn

Second reading of revisions to Resolution M-06 (Elections & Referendums) - Rick Farr

### Appointments -

Debbie Bennington – 1st Term – Communications Committee Amy Peck – 1st Term – Recreation & Parks Committee Michael Reynolds – 1st Term – Marine Activities Committee Laura Scharle – 2nd Term – Recreation & Parks Committee

### Adjournment



### OCEAN PINES ASSOCIATION, INC. BOARD OF DIRECTORS' REGULAR MEETING Saturday, May 20, 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), 18 Association members, and approximately 20 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 -

Ms. Rakowski moved to accept the agenda, Mr. Farr seconded, all in favor.

Approval of Minutes –

Mr. Jacobs moved to accept the minutes from the April 15, 2023 Regular Meeting, Ms. Rakowski seconded, all in favor.

Mr. Farr moved to accept the minutes from the May 4, 2023 Special Meeting, Mr. Jacobs seconded, all in favor.

### President's Remarks – Doug Parks

Mr. Parks highlighted the recent pedestrian safety post that was in reference to the Maryland law that violators may be subject to a \$50 fine for not walking on the opposite side of roadway facing traffic, and also that bikers cannot wear ear plugs in both ears.

Mr. Parks announced the Memorial Day event that will be held on Monday, May 29, 2023 starting at 11:00 a.m. at Worcester County Veterans Memorial.

The cell tower research, as mentioned during public comments at the last meeting, is underway, with staff reaching out to Verizon for further information.

GM Report – John Viola (attached)

Treasurer's Report – Monica Rakowski (attached)

### Public Comments -

Dutch Oostveen – 12 Lord Guy Terrace Bill Haase – 39 White Horse Drive Amy Peck – 109 White Horse Drive Janneil Bagley – 22 Sandyhook Road

### Capital Requests -

Public Works – Platform Tennis Court #6 (Wind Damage)

Mr. Parks moved to accept the recommendation, Dr. Lakernick seconded, all in favor.

### **CPI Violations - None**

### **Unfinished Business - None**

### New Business -

Motion to approve the contract for legal services – Doug Parks

Discussion: contract will include noted changes as recommended by the Board.

Dr. Lakernick seconded, and the motion passed unanimously.

Motion to declare the existence of open violations in legal – Colette Horn

Discussion: the Board will look into adding language to refer all violations that are sent to legal as in continuing violation.

Mr. Daly seconded, and the motion passed unanimously.

Motion to establish a system of fining property owners for continuing ARC violations – Colette Horn

Discussion: Board recommended to send to Counsel for review.

Mr. Farr seconded, and the motion passed unanimously.

First reading of revisions to Resolution M-06 (Elections and Referendum Voting – Rick Farr

Discussion: Request to refer to the Bylaws & Resolutions Committee for review, with  $2^{nd}$  reading to be held at the June meeting.

Motion to approve voting contractor - Rick Farr

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

Motion to approve changes to Resolution B-02 (Rules of Order for Meetings of the Board of Directors) – Steve Jacobs

Mr. Parks seconded, and the motion passed 4-3, with Mr. Daly, Dr. Horn and Mr. Jacobs opposed.

Motion to approve revisions to Resolution B-03 (Meetings of the Association Members) – Steve Jacobs

Dr. Horn seconded.

Discussion: follow-up from the General Manager is needed to ensure that a process is in place. The motion was tabled to the June meeting.

Motion to approve revisions to Resolution B-05 (Conflicts of Interest) – Steve Jacobs Mr. Farr seconded, and the motion passed unanimously.

Motion to amend revisions to Resolution B-05 (Conflicts of Interest) – Steve Jacobs Mr. Parks seconded, and the motion passed unanimously.

Motion to approve revisions to Resolution B-06 (Indemnification Policy) – Steve Jacobs Mr. Farr seconded, and the motion passed unanimously.

Review of Resolution M-07 (Bulkhead and Waterways Maintenance) – Steve Jacobs Discussion: Reviewed.

### Appointments -

Nancy Radke – 1st Term – Aquatics Committee

Tracy Reddell – 1st Term – Aquatics Committee

Mr. Daly moved to accept the appointments, Mr. Farr seconded, and the appointments were approved unanimously.

Adjournment - Mr. Daly moved to adjourn, Dr, Horn seconded, all in favor.

The meeting adjourned at 11:16 a.m.

Respectfully submitted: Dr. Stuart Lakernick, Secretary



### OCEAN PINES ASSOCIATION, INC. BOARD OF DIRECTORS' SPECIAL MEETING Saturday, May 27, 2023 11:00 a.m., Board Room

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

**Call to Order –** Doug Parks called the meeting to order at 11:00 a.m. with the Pledge of Allegiance.

### Approval of Agenda –

Mr. Daly moved to accept the agenda, Dr. Lakernick seconded, all in favor.

### **Public Comments –**

None

### New Business -

Motion to go into closed session for the purpose of discussion of matters pertaining to employees and personnel –

Mr. Parks moved to go into closed session, Mr. Daly seconded, all in favor.

The meeting went into closed session at 11:01 a.m. The meeting returned to open session at 11:48 a.m.

Adjournment - Mr. Parks moved to adjourn, Mr. Daly seconded, all in favor.

The meeting adjourned at 11:49 a.m.

Respectfully submitted: Dr. Stuart Lakernick, Secretary



# OCEAN PINES ASSOCIATION, INC. BID REQUEST FORM DATE June 5,2023

DEPARTMENT Public Works

ITEM DESCRIPTION Alamo Timbercat Sickle Limb Cutter

FOR REPLACEMENT OF (if applicable) TS 100 Tractor Versa Bar Cutter

**BUDGET AMOUNT** \$ 22,000.00 LINE# 5.06.023 RESERVE STUDY - PAGE # 293

COMMENTS	Tractor was replaced, was told old equipment would fit tractor, but does not fit. John Deere only company to purchase, due to the tractor a John Deere. Staff Recommended	
DIFFERENCE FROM BUDGETED	-\$200.00	19
TOTAL PRICE EACH	\$20,564.45 sales tax: \$1,233.86 Total: \$21,798.31	
BIDDER	Atlantic Tractor LLC 31415 John Deere Drive Salisbury, MD 21801 410-860-0676	

Oli Man	17/	APPROVAL GARD	11/1	
your	6/1/23	the I Bu	6/15/12	
DEPT. НЕАD	DATE	GENERAL MANAGER	DATE	
Spic	6/(3/23	>		
ACCOUNTING	DATE	BOARD	DATE	





### **Quote Summary**

Prepared For:

OCEAN PINES ASSOC INC 239 OCEAN PKWY **BERLIN, MD 21811** Business: 410-641-7717 nviolante@oceanpines.org

Prepared By:

Eddie Frantum Atlantic Tractor LLC 31415 John Deere Drive Salisbury, MD 21804 Phone: 410-860-0676 efrantum@atjd.net

Sourcewell AI 070821-AGI - Pricing

John Deere exclusive Sourcewell pricing through Alamo.

Quote Id:

27493719

Last Modified On:

Created On: 23 September 2022 04 May 2023

Expiration Date: 30 September 2022

<b>Equipment Summary</b>	Suggested List	Selling Price	Qty		Extended
ALAMO Timbercat Sickle Limb Cutter	\$ 24,019.40	\$ 20,564.45 X	1	=	\$ 20,564.45

### **Equipment Total**

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	\$ 20,564.45
Quote Summary	
Equipment Total	\$ 20,564.45
SubTotal	\$ 20,564.45
Est. Service Agreement Tax	\$ 0.00
Total	\$ 20,564.45
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 20,564.45

Salesperson : X \_\_\_\_

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



### Selling Equipment



Quote Id: 27493719

Customer: OCEAN PINES ASSOC INC

*	ALAMO Timbercat	Sickle Limb	Cutter	
Hours:	0			Suggested List
Stock Number:				\$ 24,019.40
				Selling Price
				\$ 20,564.45
Code	Description	Qty	Unit	Extended
02988255	Timbercat Sickle Limb Cutter 60"	1	\$ 23,033.00	\$ 23,033.00
	Other C	harges		
PALIFICATION SEED THE MINE AND	Freight	1	\$ 986.40	\$ 986.40
Augustonia model de la billionia	Other Charges Total			\$ 986.40
	Suggested Price			\$ 24,019.40
	Customer	Discounts		
	<b>Customer Discounts Total</b>		\$ -3,454.95	\$ -3,454.95
Total Selling Pr	rice	7 18 E F	<b>""一个一个一个一个</b>	\$ 20,564.45



### Timber Cat Boom Mower Cutting Head

Boom Mower Cutting Head



**The Timber Cat®** cuts like a hedge trimmer and provides a clean, precise cut every time allowing for debris to fall directly to the ground. Ideal for limb cutting jobs in heavily populated areas where a manicured look and optimal safety is essential.

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3 6	4 1	3 3 0	10 - 10-0	. 14 12	0 9 9 03	2

**Cutting Capacity** 

4 in diameter tree limbs



### LOGIN | REGISTER

Durable	5/8 in thick blades constructed from high strength alloy steel
Versatile	All Alamo Industrial® booms
Available Cutting Widths	5 ft & 7 ft
Power	2,650 lbs of force available to shear material

Mike 410-713-8569

Registered User Login

Find A Dealer

CAREERS
SOURCEWELL
OEM PARTS
ALAMO GROUP
MANUALS

### GENERAL INQUIRIES

Alamo Industrial World Headquarters 1502 East Walnut Street Seguin, TX 78155

Phone: 800-882-5762 Fax: 800-242-5266

customerservice@alamo-industrial.com

CONTACTUS

**NEWSLETTER SIGNUP** 



## OCEAN PINES ASSOCIATION, INC. BID REQUEST FORM

DEPARTMENT Public Works

**DATE** May 23, 2023

ITEM DESCRIPTION (3) New 6 X 4 John Deere Gators

FOR REPLACEMENT OF (if applicable) Cushman Turf Truckster 2-trade in 1- Cushman Sprayer trade in

**BUDGET AMOUNT** \$ 34,000.00 LINE# 5.05.08 RESERVE STUDY - PAGE # 277

BIDDER	TOTAL PRICE EACH	DIFFERENCE FROM BUDGETED	COMMENTS
Atlantic Tractor LLC 31415 John Deere Drive Salisbury, MD 21804 410-860-0676	\$28,725.92 sales tax: \$ 1,723.55 total: \$30,449.47	-\$3,551.00	Had purchased equipment from this company, parts are readily available. Staff Recommended Preferred Vendor
Burke Equipment 11196 East Snake Road Delmar, DE 19940 302-632-8507	\$45,350.72 sales tax: 2721.05 \$48,071.76		Kubota Dealer
Delmarva Power Sports Salisbury, MD 21801			Never sent a quote after numerous telephone calls to sale represenative

Grusera.	4/7/23	APPROVAL GUILL	6/5/12
DEPT. MEAD SPLOS.	DATE COSTS	GENERAL MANAGER	DATE
ACCOUNTING	DATE	BOARD	DATE

\*Please limit 1 item per sheet





ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company 2000 John Deere Run Cary, NC 27513 FED ID: 36-2382580 **UEID: FNSWEDARMK53**  ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Atlantic Tractor LLC 31415 John Deere Drive Salisbury, MD 21804 410-860-0676 admin.cly@atjd.net

### **Quote Summary**

Prepared For:

OCEAN PINES ASSOC INC 239 OCEAN PKWY **BERLIN, MD 21811** Business: 410-641-7717 nviolante@oceanpines.org

**Delivering Dealer: Atlantic Tractor LLC Eddie Frantum** 31415 John Deere Drive Salisbury, MD 21804 Phone: 410-860-0676 efrantum@atjd.net

Quote ID:

28380785

Created On:

13 March 2023

Last Modified On:

04 May 2023

**Expiration Date:** 

28 April 2023

		-				
Equipment Summary	Suggested List	Selling Price		Qty		Extended
JOHN DEERE GATOR™TH 6X4 GAS (Model Year 2023)	\$ 13,558.00	\$ 11,253.14	Χ	2	=	\$ 22,506.28
Contract: Sourcewell Grounds Mainte Price Effective Date: March 12, 2023		PG NB CG 70)				
JOHN DEERE GATOR™ TX (Model Year 2023)	\$ 11,108.00	\$ 9,219.64	Х	1	=	\$ 9,219.64
Contract: Sourcewell Grounds Mainte	nance 031121-DAC (	PG NB CG 70)				

Contract: Sourcewell Grounds Maintenance 031121-DAC (PG NB CG 70)

Price Effective Date: May 3, 2023

\$ 31,725.92 **Equipment Total** 

Trade In Summary	Qty	Each	Extended
2008 CUSHMAN Turf Truckster - 2570335	1	\$ 1,000.00	\$ 1,000.00
PayOff			\$ 0.00
Total Trade Allowance			\$ 1,000.00
2002 CUSHMAN Turf Truckster - LM21421	1	\$ 1,000.00	\$ 1,000.00
PayOff			\$ 0.00
Total Trade Allowance			\$ 1,000.00
2001 CUSHMAN SPRAYTEK - LM8811	1	\$ 1,000.00	\$ 1,000.00
PayOff			\$ 0.00
Salesperson : X		Accepted By	: X





### ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company 2000 John Deere Run Cary, NC 27513 FED ID: 36-2382580 UEID: FNSWEDARMK53

### ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Atlantic Tractor LLC 31415 John Deere Drive Salisbury, MD 21804 410-860-0676 admin.cly@atjd.net

Total Trade Allowance		\$ 1,000.00
Trade In Total		\$ 3,000.00
* Includes Fees and Non-contract items	Quote Summary	
	Equipment Total	\$ 31,725.92
	Trade In	\$ (3,000.00)
	SubTotal	\$ 28,725.92
	Est. Service Agreement Tax	\$ 0.00
19	Total	\$ 28,725.92
	Down Payment	(0.00)
	Rental Applied	(0.00)
	Balance Due	\$ 28,725.92

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



### **Selling Equipment**



Quote Id: 28380785

Customer Name: OCEAN PINES ASSOC INC

ALL PURCHASE ORDERS MUST BE MADE OUT

TO (VENDOR):

Deere & Company 2000 John Deere Run Cary, NC 27513 FED ID: 36-2382580 UEID: FNSWEDARMK53 ALL PURCHASE ORDERS MUST BE SENT

TO DELIVERING DEALER:

Atlantic Tractor LLC 31415 John Deere Drive Salisbury, MD 21804 410-860-0676 admin.cly@atjd.net

### JOHN DEERE GATOR™TH 6X4 GAS (Model Year 2023)

Hours: Suggested List \*

Stock Number:
Contract: Sourcewell Grounds Maintenance 031121-DAC

\$ 13,558.00 Selling Price \*

(PG NB CG 70)

\$11,253.14

Price Effective Date: March 12, 2023

\* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
561EM	GATOR™TH 6X4 GAS (Model Year 2023)	2	\$ 12,999.00	17.00	\$ 2,209.83	\$ 10,789.17	\$ 21,578.34
		Star	dard Option	s - Per Unit			
001A	US/Canada	2	\$ 0.00	17.00	\$ 0.00	\$ 0.00	\$ 0.00
0509	PR - All Terrain Tires	2	\$ 0.00	17.00	\$ 0.00	\$ 0.00	\$ 0.00
1016	AT (All Terrain) Tires	2	\$ 0.00	17.00	\$ 0.00	\$ 0.00	\$ 0.00
2016	Non Adjustable Seat	2	\$ 0.00	17.00	\$ 0.00	\$ 0.00	\$ 0.00
3003	Deluxe Cargo Box with Brake and Taillights and Spray-On Liner	2	\$ 559.00	17.00	\$ 95.03	\$ 463.97	\$ 927.94
3100	Cargo Box Manual Lift	2	\$ 0.00	17.00	\$ 0.00	\$ 0.00	\$ 0.00
4099	Less Front Protection Package	2	\$ 0.00	17.00	\$ 0.00	\$ 0.00	\$ 0.00
4199	Less Rear Protection Package	2	\$ 0.00	17.00	\$ 0.00	\$ 0.00	\$ 0.00
6018	Less Rear Receiver Hitch	2	\$ 0.00	17.00	\$ 0.00	\$ 0.00	\$ 0.00
	Standard Options Total		\$ 559.00		\$ 95.03	\$ 463.97	\$ 927.94
	Value Added Services Total		\$ 0.00			\$ 0.00	\$ 0.00
Total Sell	ina Price		\$ 13,558.00		\$ 2,304.86	\$ 11,253.14	\$ 22,506.28

JOHN DEERE GATOR™ TX (Model Year 2023)



### **Selling Equipment**



Quote Id: 28380785

Customer Name: OCEAN PINES ASSOC INC

ALL PURCHASE ORDERS MUST BE MADE OUT

TO (VENDOR):

Deere & Company 2000 John Deere Run Cary, NC 27513 FED ID: 36-2382580 UEID: FNSWEDARMK53 ALL PURCHASE ORDERS MUST BE SENT

TO DELIVERING DEALER:

Atlantic Tractor LLC 31415 John Deere Drive Salisbury, MD 21804 410-860-0676 admin.cly@atjd.net

Equipment Notes:	Suggested List *
Hours:	\$ 11,108.00
Stock Number:	Selling Price *
Contract: Sourcewell Grounds Maintenance 031121-DAC	\$ 9,219.64

(PG NB CG 70)

Price Effective Date: May 3, 2023

\* Price per item - includes Fees and Non-contract items

		* Price per item - includes Fees and Non-contract i					ems
Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
56A4M	GATOR™ TX (Model Year 2023)	1	\$ 10,549.00	17.00	\$ 1,793.33	\$ 8,755.67	\$ 8,755.67
		Stan	dard Options	s - Per Unit			
001A	US/Canada	1	\$ 0.00	17.00	\$ 0.00	\$ 0.00	\$ 0.00
0509	PR - All Terrain Tires	1	\$ 0.00	17.00	\$ 0.00	\$ 0.00	\$ 0.00
1016	AT (All Terrain) Tires	1	\$ 0.00	17.00	\$ 0.00	\$ 0.00	\$ 0.00
2016	Non Adjustable Seat	1	\$ 0.00	17.00	\$ 0.00	\$ 0.00	\$ 0.00
3003	Deluxe Cargo Box with Brake and Taillights and Spray-On Liner	1	\$ 559.00	17.00	\$ 95.03	\$ 463.97	\$ 463.97
3100	Cargo Box Manual Lift	1	\$ 0.00	17.00	\$ 0.00	\$ 0.00	\$ 0.00
4099	Less Front Protection Package	1	\$ 0.00	17.00	\$ 0.00	\$ 0.00	\$ 0.00
4199	Less Rear Protection Package	1	\$ 0.00	17.00	\$ 0.00	\$ 0.00	\$ 0.00
	Standard Options Total		\$ 559.00		\$ 95.03	\$ 463.97	\$ 463.97
	Value Added Services Total		\$ 0.00			\$ 0.00	\$ 0.00
Total Sell	ing Price		\$ 11,108.00		\$ 1,888.36	\$ 9,219.64	\$ 9,219.64



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Quotes are valid for 30 days from the creation date or upon contract expiration, whichever occurs first.

A Purchase Order (PO) or Letter of Intent (LOI) including the below information is required to proceed with this sale. The PO or LOI will be returned if information is missing.

Vendor: Deere & Company	For any questions, please con-
2000 John Deere Run Cary, NC 27513	Eddie Frantum
Signature on all LOIs and POs with a signature line	Atlantic Tractor LLC 31415 John Deere Drive Salisbury, MD 21804
Contract name or number; or JD Quote ID	Tel: 410-860-0676
<ul><li>☐ Sold to street address (no PO box)</li><li>☐ Ship to street address (no PO box)</li></ul>	Fax: 410-860-1704 Email: efrantum@atjd.net
Bill to contact name and phone number	
Bill to address	
Bill to email address (required to send the invexemption certificate	oice and/or to obtain the tax
Membership number if required by the contract	ct

Quotes of equipment offered through contracts between Deere & Company, its divisions and subsidiaries (collectively "Deere") and government agencies are subject to audit and access by Deere's Strategic Accounts Business Division to ensure compliance with the terms and conditions of the contracts.

Utility Tractors & Mo CE and AG - 040319 Utility Vehicles 122220 Arkansas 4600041718 Delaware GSS-21673 Mississippi (CE Only) 8200056371 Mississippi 8200055841

RTVXG850WLH22 WEB QUOTE #2662085

Date: 5/4/2023 1:03:54 PM -- Customer Information --Violente, Nobie Ocean Pines nviolante@oceanpines.org 410-641-7225

Quote Provided By Burke Equipment - Seaford, Inc. RICHARD MALONE 11196 East Snake Rd. Delmar, DE 19940 email: rmalone@burkeequipment.com phone: 3026328507

-- Standard Features --



**GAS ENGINE** 

RTVXG850WLH22

\* \* \* EQUIPMENT IN STANDARD MACHINE \* \* \*

Subaru 2 Cyl. 51.9 cu in

48.3 Gross Eng HP @5750rpm Suspension 50 Amp Alternator @5000rpm

TRANSMISSION CVT-PLUS Continuously Variable Transmission Forward Speeds: Low 0 - 25.2 mph High 0 - 40 mph Reverse 0 -21.7 mph Limited Slip Differentiall

Rear differential Lock FLUID CAPACITY Fuel Tank Capacity 8.6 Gal Cooling 6.8 gal.

Engine Oil 4 qts Transmission Fluid 2.6 quarts Brake Fluid 9.5 ounces

**CARGO BOX** Width 57.7in Length 40.5 in Depth 11.2 in Load Capacity 1000 lbs Load Capacity CA Models 600

Vol. Capacity 15.2 cu ft

Factory Spray-on Liner "L" Models Only

**DIMENSIONS** 

Width 63.2 in Height 79.5 in Length 119.6 in Wheelbase 80.5 in Tow Capacity 2,000 lbs.-flat, 1,550 lbs.-incline Ground Clearance 9.8in front,

9.9in rear Suspension Travel 9in front / 8.5in rear Turning Radius 12.79 ft. TIRES AND WHEELS ATV Tire 25x10-12

HDWS 25x10-12

**KEY FEATURES** 

Digital Multi-meter Front Independent Adjustable

Rear Independent Adjustable Suspension

Disc Brakes - Front/Rear Rear Brake Lights / Front LED

Headlights 2" Hitch Receiver, Front and Rear Black deluxe 60/40 split bench

Underseat Storage Compartments

Additional Key Features

Worksite Models Tilt Steering Front Bumper Gas Assist Bed Lift Glove Box Cover

Additional Key Features Special Edition Deluxe Graphic Package Alloy Wheels Grey Graphite Seats **Grey Shock Springs** 

SAFETY EQUIPMENT SAE J2194 & OSHA 1928 ROPS Dash-mounted Parking Brake Hom

Spark Arrestor Muffler Retractable 3-point Seat Belts Drivers Side Seatbelt Speed Limiter

Rear Protection Screen

RTVXG850WLH22 Base Price: \$15,799.00

-- Custom Options --

(1) TURN SIGNAL KIT (ROPS or Cab) K7811-99610-TURN SIGNAL KIT (ROPS or Cab)

(1) ELEC/HYDR BED LIFT

K7811-99670-ELEC/HYDR BED LIFT

Configured Price:

Sourcewell Discount:

SUBTOTAL: Dealer Assembly:

Freight Cost:

PDI:

(\$3,794.83)\$13,454.41

\$369.77

\$1,080.47

\$17,249.24

\$550.00 \$712.50

\$400.00

Total Unit Price: \$15,116.91

Final Sales Price: \$45,350.72

Quantity Ordered:

Final pricing will be based upon pricing at the time of final delivery to Sourcewell members. Purchase Order Must Reflect Final Sales Price.

To order, place your Purchase Order directly with the quoting



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

DEPARTMENT Public Works

**DATE** May 24, 2023

ITEM DESCRIPTION Pintail Park Recreation Pier (northern area)

FOR REPLACEMENT OF (if applicable) small dock removed during 2022-23 bulkhead replacement(Pintail Park)

LINE# N/A RESERVE STUDY - PAGE # N/A

BUDGET AMOUNT \$ 44,753.00

BIDDER	TOTAL PRICE EACH	DIFFERENCE FROM BUDGETED	COMMENTS
BoardSafe Docks 604 Crisscross Road Fleetwood, PA 19522 610-899-0286	\$33,605.00 sales tax \$2,016.38 shiipping\$2,320.00 Total: \$37,941.30	-6811.70	
CMI/Gator Dock Marine Inc. 605 Molly Lane, Suite 150 Woodstock, GA 30189 770-933-8166	\$18,330.00 sales tax: \$1,099.80 Total: \$19,429.80	-25,323.20	This company is the same supplier of the new Fuel/Floating docks at the marina. Staff Recommend. Ramp purchased \$9868.00(see attached) Installation cost additional Fisher Marine \$5000.00
A Plus Marine Services EZ Dock 32957 Lighthouse road Selbyville, DE 19975	\$16,595.00 sales tax: \$995.70 shipping/install: \$1500.00 Total:\$19,090.70	-25,662.30	4 2442 60

1.1.2	6/13/21	DATE		DATE
APPROVAL O GALL	Jan 11 1	GENERAL MANAGER	2	BOARD
, ,	6/15/23	$b_{ATE}$	6/15/22	DATE
NOW WILLIAM	The Mill to	DEPT. HEAD	8	ACCOUNTING



### BoardSafe Docks

604 Crisscross Road, Fleetwood, PA 19522 610.899.0286 (O) 484.575.9201 (F)

December 12, 2022

Vista Design, Inc. 11634 Worcester Highway Showell, MD 21862

Attention: Eric Jones

Subject: Pintail Park, Ocean Pines, MD- Adaptive Kayak Launch Proposal Q22-561

Mr. Jones,

We are pleased to submit our budgetary proposal for manufacturing, shipping, and installing a BoardSafe Adaptive Kayak Launch at Pintail Park and a second floating dock in Ocean Pines, MD.

Based on our assessment of the project, work will be completed in accordance with the following work scope and specifications and layout drawing above.

### Work Scope and Specification

### **Southern Improvement Area**

- The following components will be supplied as part of the total assembly.
  - o 32-foot Chute
    - Aluminum Construction
    - Composite Decking slide pads
    - Supplemental Flotation at bottom of chute

### o 32-foot Gangway

- Aluminum Construction
- Railing with intermittent handrail on one side
- Aluminum Decking
- Supplemental Flotation at bottom of gangway

### Pricing

### Southern Improvement Area

### Northern Improvement Area

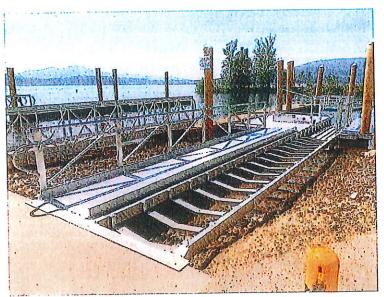
0	Floating Docks- 18-foot gangway, (2) 6'2"' x 16' floating docks\$33,605.00
٥	Shipping\$2,320.00

### Payment Terms

- 50% deposit at time of order
- 40% One week prior to shipping or when manufacturing is completed.
- Balance when installation is completed.

### Miscellaneous

- Landscaping or lawn restoration is not included as part of this proposal.
- The installation of the fixed wooden piers is not included as part of this proposal.
- Pricing valid for 60 days.



Example of BoardSafe Adaptive Kayak Launch

We appreciate the opportunity of providing you with the above proposal and hope to have the pleasure of completing the work. Please let me know if you have questions or require addition information.

Very truly yours,

Scott Tihansky
Sales Engineering and Product Development Northeast
Products and Services, Inc.
www.boardsafedocks.com



605 Molly Lane, Suite 150 Woodstock, GA 30189 770-933-8166 Fax 770-933-8363

Bill Ocean Pines Association, Inc.

To: Berlin, MD 21811

239 Ocean Pkwy

To:

**SALES QUOTATION** 

AND

**ORDER FORM** 

PAGE: Page 1 of 2 QUOTE NUMBER: 110709 **QUOTE DATE: 5/12/2023** 

PO# OR JOB NAME: PINTAIL PARK NORTH DO CUSTOMER: Ocean Pines Association, Inc

Ship

Ocean Pines Association, Inc. 1 Mumford Landing Rd.

Ocean Pines, MD 21811

CONTACT NAME:

Edgar Wells 410-641-7717 FAX NO.:

410-641-5581

OFFICE PHONE: CUSTOMER NO.

SALESPERSON NAME

Terms:

TERMS STRICTLY ENFORCED

991586	Joe Clarkson		Net 30	Days	1 1/2% DELIN	QUENCY CH	ARGES
			Tax Ex	empt No:			
QTY ORDERED	ITEM	Tax	Type	UM	UNIT PRICE	EXT	ENDED PRICE
1	Fltg Dock - PT - Poly	Y	SPA	EA	16,330.00		\$16,330.00
	12' (overall width) x 20' Floating dock, 2x6 PT decking, poly float (20 PSF LL, 19-20" freeboard), 2 X 10 PT Fender w/Vinyl "P" Bumper, Cleats						
4	Dock-Other	Y	SPA	EA	500.00		\$2,000.00
	4-Roller Pile Guide						
Shipping Instruc	tions:					Subtotal	\$18,330.00
						Sales Tax	1,099.80
						Total	\$19,429.80





770-933-8166 Fax 770-933-8363

### SALES QUOTATION AND ORDER FORM

PAGE: Page 2 of 2 QUOTE NUMBER: 110709 QUOTE DATE: 5/12/2023

PO# OR JOB NAME: PINTAIL PARK NORTH DO

CUSTOMER: Ocean Pines Association, Inc

### TERMS and CONDITIONS of SALE

### General

- 1. Quoted Prices: Are valid for 30 Days.
- 2. Change Requests: Must be in writing and acknowledged by the Seller.
- 3. Sales Taxes: For States other than AK, AL, AR, AZ, CA, CO, FL, GA, IA, IL, IN, KY, LA, MA, MD, ME, MI, MN, MS, NC, NE, NJ, NV, NY, OH, OK, PA, RI, SC, TN, TX, UT, VA, WA, AND WV are the responsibility of Purchaser. EXEMPTION CERTIFICATES MUST BE PROVIDED AT THE TIME OF THE ORDER.
- 4. Shipping: FOB Plant. Seller will select method of shipment and routing unless specified by Purchaser. Any additional costs for specified carriers, routing or services will be billed to Purchaser.
- 5. Freight Claims: Purchaser is responsible for unloading and inspecting all materials upon arrival. A driver signature evidencing damages or shortage is required to file a claim with carrier.
- 6. Returns: Stock Inventory Products: Requests for returns must be made in writing within 10 days of receipt and must have prior authorization of Seller. Returns must be shipped back freight prepaid within 10 days of approval and will incur a 25% restocking fee. Credit can only be issued for unused product returned in saleable condition in its original packaging. Custom Products: Custom Products are those requiring special order materials and / or manufacture / fabrication. All sales are final and cannot be returned.
- 7. Credit Card Payments: A 3% fee will be added when payment is made by credit card.
- 8. Payment Terms: Late payments are subject to a 1.5% per month delinquency charge.
- 9. Purchase Orders: Containing any terms or conditions must be submitted and approved by seller with this Order.
- 10. Cancelled Orders: Non-Custom Product: Are subject to a 10% cancellation fee. Custom Products: All charges are calculated based on all costs incurred.
- 11. Deposits / Payments: Custom Products: Deposits and Progress Payments will be required.
- 12. Storage Fees: Charges of 1.5% per month will be billed on Orders held up from shipment by the customer after 30 days.
- 13. Applicable Law: This transaction shall be governed by the laws of the State of Georgia.
- 14. Freight Charges: Quoted freight, unless otherwise noted on quote, are exclusive of any SITE ACCESS costs. Buyer will be billed for all added charges related to site access to deliver to the installation site.
- 15. Freight Estimate: Freight is quoted as an estimate. Actual freight cost will be invoiced at time of shipment.
- 16. Product Claims: Are governed by the expressed written warranty in effect at the time of sale.

### Additional International

- 1. Freight Quoted: CIF
- 2. Shipping Charges: Are quoted separately and subject to change if shipping requirements or container requirements are changed for any reason.
- 3. Freight Forwarder and method of shipment will be selected by Seller unless Purchaser makes specific request in writing. Any additional freight costs for specified freight forwarder, carrier, routing, or services will be charged to Purchaser.
- 4. Seller order acceptance: All orders are subject to CMI receipt of payment, in the case of a pre-payment order option or CMI approval of Letter of Credit. All banking charges for Letters of Credit are the responsibility of the customer.

### **Additional Fabrication**

- 1. Product Design: Seller is responsible for designing the product in accordance with the specifications provided by the Buyer. Seller does not perform project site inspection and testing to determine product selection or criteria and therefore does not assume any Fit for Use responsibilities belonging to buyer's engineers and managers.
- Drawings: Product design drawings will be provided for final customer approval. Customer signature is required to begin fabrication. Changes by Buyer requiring additional charges will require approval before proceeding to fabrication.

### Deposits / Progress Payment for ALL custom fabricated structures

20% Deposit Required to begin design process.

40% Progress Payment Required to commence fabrication

40% Prior to shipment (unless credit has been approved prior to order placement)

CMI is not responsible for site preparation, the foundation nor the installation of the bridge and therefore cannot make recommendations, nor engineer or design any connection apparatus or system.

CMI is strictly a material supplier and is not an on-site project sub-contractor. CMI does not engineer or design structures and is not responsible for any site evaluations or installations.

Purchaser is solely responsible for determining the effectiveness, suitability, and safety of any particular use or application of the product. Seller does not warrant any designs, engineering, or installation of specific structures. Seller is not responsible for delivery delays, installation rates, or any consequential damages. Any claims are governed by the applicable expressed Limited Warranty for each specific product. Seller complies with State and Federal material supply notification requirements on Projects. Buyer is responsible for providing Seller with the product design and engineering specifications and criteria. Seller provided Shop drawings of custom products are for fabrication approval only.

I understand that upon signing, this SALES QUOTATION becomes my ORDER and is a binding contract once it has been accepted by CMI.

x						
	Authorized Customer Signature	Date	Customer PO#	Sales Manager Signature	Date	





### INVOICE



605 Molly Lane Suite 150 Woodstock, GA 30189 77931 Page 1 of 1

3/25/23

BILL TO:

Ocean Pines Association, Inc.

239 Ocean Pkwy Berlin, MD 21811 SHIP TO:

Ocean Pines Association, Inc. Jobsite: 1 Mumford Landing Road

Ocean Pines, MD 21811

ORDER NO	ORDER DATE	CUSTOMER NUMBER	LOCATION	SALES REPRESENTATIVE	ORDER NUN		JOB NUMBER
157551	03/24/2023	991586	SAN	Joe Clarkson	PINTAIL	-	
	NUMBER CRIPTION	QTY ORDERE	D	QTY SHIPPED	UNIT PRICE	UNIT OF MEASURE	EXTENDED PRICE
Sangway DR1 -	Alum - 6' x 18'	1		1	9,310.00	EA	9,310.00

(5.5' Clear), Alum. Decking, Welded Truss Type Rail on each side, Mid & Toe Rail ONLY, Hinge Connection one end,

Rollers w/2' Long Transition Plate opposite end, 50 PSF LL, L/180

COMMENTS: Invoices over 30 days are subject to a 1.5% monthly finance charge
TERMS: Net 30 Days

SALES TAX
S58.60
SUBTOTAL
9,310.00

SALES TAX
SUBTOTAL
9,868.60

Remit address for payments only: CMI LIMITED CO.

BALANCE DUE
9,868.60

PO BOX 746418 ATLANTA GA 30374-6418









605 Molly Lane, Suite 150 Woodstock, GA 30189 770-933-8166 Fax 770-933-8363

Bill

Ocean Pines Association, Inc.

To:

239 Ocean Pkwy Berlin, MD 21811 SALES QUOTATION AND ORDER FORM

PAGE: Page 1 of 2

QUOTE NUMBER: 110033 **QUOTE DATE: 3/23/2023** 

PO# OR JOB NAME: PINTAIL

CUSTOMER: Ocean Pines Association, Inc

Ship

Ocean Pines Association, Inc.

To:

Jobsite: 1 Mumford Landing Road

Ocean Pines, MD 21811

CONTACT NAME: OFFICE PHONE:

**Edgar Wells** 410-641-7717 FAX NO .:

410-641-5581

CUSTOMER NO.

SALESPERSON NAME

Terms:

TERMS STRICTLY ENFORCED

1 1/2% DELINQUENCY CHARGES

Net 30 Days Joe Clarkson 991586 Tax Exempt No: UNIT PRICE EXTENDED PRICE UM Type ITEM Tax **QTY ORDERED** \$9,310.00 Y NON EA 9,310.00 Gangway DR1 - Alum - 6' x 18' 1 (5.5' Clear), Alum. Decking, Welded Truss Type Rail on each side, Mid & Toe Rail ONLY, Hinge Connection one end, Rollers w/2' Long Transition Plate opposite end, 50 PSF LL, L/180 \$9,310.00 Subtotal **Shipping Instructions:** Sales Tax 558.60 \$9,868.60 Total







605 Molly Lane, Suite 150 Woodstock, GA 30189 770-933-8166 Fax 770-933-8363

### SALES QUOTATION AND ORDER FORM

PAGE: Page 2 of 2

QUOTE NUMBER: 110033 QUOTE DATE: 3/23/2023

PO# OR JOB NAME: PINTAIL

CUSTOMER: Ocean Pines Association, Inc

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CMI is strictly a material supplier and is not an on-site project sub-contractor. CMI does not engineer or design structures and is not responsible for any site evaluations or installations.

Purchaser is solely responsible for determining the effectiveness, suitability, and safety of any particular use or application of the product. Seller does not warrant any designs, engineering, or installation of specific structures. Seller is not responsible for delivery delays, installation rates, or any consequential damages. Any claims are governed by the applicable expressed Limited Warranty for each specific product. Seller complies with State and Federal material supply notification requirements on Projects. Buyer is responsible for providing Seller with the product design and engineering specifications and criteria. Seller provided Shop drawings of custom products are for fabrication approval only.

I understand that upon signing, this SALES QUOTATION becomes my ORDER and is a binding contract once it has been accepted by CMI.

Multiportized Customer Signature Date Customer PO# Sales Manager Signature Date

| Language | Date |





### Lisa Jarman

From:

Sent:

.. O

Subject:

Attachments:

Lisa Jarman

Fwd: Pintale Pricing-Kayak Launch

Thursday, May 11, 2023 12:44 PM

Nobie J. Violante

Kayak Launch Drawing.pdf; Kayak Slide.jpg

Sent from my Verizon, Samsung Galaxy smartphone Get Outlook for Android

From: Joe Clarkson < jclarkson@cmilc.com>

Sent: Thursday, May 11, 2023 12:36:20 PM

To: Edgar D. Wells <ewells@oceanpines.org>; Nobie J. Violante <nviolante@oceanpines.org>

Subject: RE: Pintale Pricing-Kayak Launch

Guys, here is the pricing for the North dock. Please use this freight price for both docks. The freight is higher because this dock is oversized.

### North Dock

12' (overall width) x 20' Floating dock, 2x6 PT decking, poly float (20 PSF LL, 19-20" freeboard),

2 x 10 PT fender w/ vinyl "P"-Bumper, cleats

l ea.

4-roller pile guide 4 ea.

\$ 18,330.00 TOTAL

FREIGHT

23,630.00 \$ 5,300.00

# South Dock-Kayak Launch

Southern Improvement Area

Aluminum Gangway (4' x 32') (Connection to Fixed Timber Pier)

Kayak Chute to run alongside Gangway Aluminum Frame and Deck Floating Platform (8'  $\times$  16') and Kayak Launch

Associated connection components and pile Guides 0 0

Joe Clarkson

Regional Sales Manager





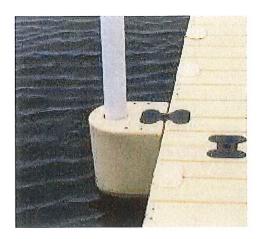
Item			Price	Quantity	Total
60"x10' D	ock Section		\$2,195.00	1	\$2,195.00
80"x10' D	ock Section		\$2,895.00	1	\$2,895.00
Piling Bra	ckets		\$945.00	, 4	\$3,780.00
Couplers			\$75.00	6	\$450.00
Floatation	n Pods		\$225.00	3	\$675.00
18' Alumi	num Gangw	<i>ı</i> ay	\$6,600.00	1	\$6,600.00
Total					\$16,595.00

Item		Price	Quantity	Total
Delivery	and Install	\$1,500.00	1	\$1,500.00
				\$0.00
				\$0.00
Total				\$1,500.00

*Customer is responsible for permits*	
Example Pictures:	
Anchoring:	

•

Two 21' galvanized pipes are jetted in to secure the dock. The Ez Dock will float up and down on the pipes as the tide changes. The galvanized pipe is covered with a PVC sleeve.





Model: Ez Port 2i

Access:

5 Step Aluminum ladder.

\$420.00

Welded construction. Not a unsteady bolted together ladder.



Dock Steps

Add Handrail

1 Step

\$140 n/a

2 Step

\$230 \$120

3 Step

\$325 \$140.00



Evtra	٦	•

\$799
\$899
\$75
\$15



# OCEAN PINES ASSOCIATION, INC. BID REQUEST FORM

DEPARTMENT Public Works

**DATE** May 24, 2023

ITEM DESCRIPTION Pintail Park Kayak Launch Gangway & Floating Dock (southern area)

FOR REPLACEMENT OF (if applicable) ( New) RESERVE STUDY - PAGE # N/A LINE# N/A

BUDGET AMOUNT \$ 68,311.00 1/

RAMP BOCK 48511

Togas Now

BIDDER	TOTAL PRICE EACH	DIFFERENCE FROM BUDGETED	COMMENTS
BoardSafe Docks 604 Crisscross Road Fleetwood, PA 19522 610-899-0286	\$57,500.00 sales tax: \$3,450.00 shipping: \$3,000.00 Total: \$63,950.00	-4361.00	
CMI/Gator Dock Marine Inc. 605 Molly Lane, Suite 150 Woodstock, GA 30189 770-933-8166	\$52,989.56 sales tax: \$3,161.93 shipping: \$5,300.00 Total: \$61,160.49	-7150.51	This company is the supplier of the new C Dock Fuel/Floating docks at the marina. Staff Recommended. Installation cost additional Fisher Marine \$5000.00
A Plus Marine Services EZ Dock 32957 Lighthouse road Selbyville, DE 19975	\$63,998.90 sales tax:3,833.93 shipping/install: \$5,000.00 Total:\$72,832.83	+4521.83	2,000 x

6/15/63	DATE	DATE
APPROVAL BY THE	GENERAL MANAGER	BOARD
6/15/23	GOTE ' G(15/23	DATE
N Gan Ma	DEPT. HEAD	ACCOUNTING

\*Please limit 1 item per sheet



### BoardSafe Docks

604 Crisscross Road, Fleetwood, PA 19522 610.899.0286 (O) 484.575.9201 (F)

April 28, 2023

Ocean Pines 239 Ocean Parkway Ocean Pines, MD 21811

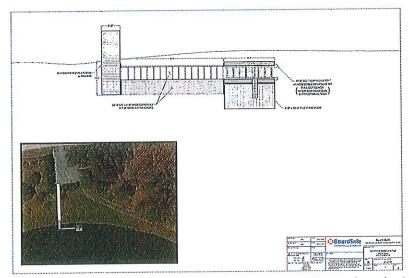
Attention: Mr. Nobie Violante- Public Works Manager

Subject: Pintail Park, Ocean Pines, MD- Adaptive Kayak Launch Proposal Q22-561

Mr. Violante,

We are pleased to submit our proposal manufacturing, shipping, and installing one BoardSafe Adaptive Kayak Launch at Pintail Park in Ocean Pines, MD.

We are also providing pricing for either a  $8' \times 16'$  or  $8' \times 20'$  floating dock. The dock configuration will be the same as the kayak launch floating dock, with the addition of four 12-inch hoop piling guides. We have also included larger floats on the gangway landing side of the dock.



Please note, the cantilevered deck shown on the drawing will be replaced with a wooden pier installed by the customer.

All work will be completed in accordance with the following work scope and specifications and layout drawing above.

### Work Scope and Specification

- Engineering and Design
  - Stamped PE drawings will be provided for the concrete foundation and cantilevered deck.
- The following components will be supplied as part of the total assembly.
  - o 32-foot Chute
    - Aluminum Construction
    - Composite Decking slide pads
    - Supplemental Flotation at bottom of chute
  - o 32-foot Gangway
    - Aluminum Construction
    - Railing with intermittent handrail on one side
    - Aluminum Decking
    - Supplemental Flotation at bottom of gangway
  - o One (1) 8' x 16' Floating dock
    - Aluminum Frame
    - Composite Decking
    - Plastic Encapsulated flotation
    - Toe Kick
  - o One (1) BoardSafe Adaptive Kayak Launch System
    - 16S Clip-A-Launch
      - Aluminum Construction
      - Aluminum Decking
    - Adaptive Boarding Kit
      - Boarding Bench with pullout seat
      - Overhead Grab Bar
      - Instructional Sign
- Shipping
  - All components will be shipped to the worksite and unloaded by our workforce
- Installation
  - A telehandler forklift will be provided
  - All labor and tools will be provided

### Pricing

The cost to complete all work as described above is \$68,000.00 (sixty-eight thousand dollars).

0	Shipping\$3,000.00
0	Installation\$7,500.00

### **Optional floating Docks**

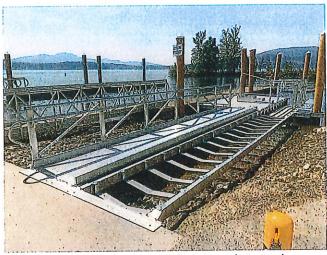
0	8' x 16' floating dock	\$9,900.00
	8' x 20' floating dock	

### Payment Terms

- 50% deposit at time of order
- 40% One week prior to shipping or when manufacturing is completed.
- Balance when installation is completed.

### Miscellaneous

- Landscaping or lawn restoration is not included as part of this proposal.
- The installation of the concrete bulkhead is not included as part of this proposal.
- Pricing valid for 60 days.



Example of BoardSafe Adaptive Kayak Launch

We appreciate the opportunity of providing you with the above proposal and hope to have the pleasure of completing the work. Please let me know if you have questions or require addition information.

### Very truly yours,

Scott Tihansky
Sales Engineering and Product Development
Northeast Products and Services, Inc.
<a href="https://www.boardsafedocks.com">www.boardsafedocks.com</a>



605 Molly Lane, Suite 150 Woodstock, GA 30189

770-933-8166 Fax 770-933-8363

Ocean Pines Association, Inc. To:

Bill

239 Ocean Pkwy

Berlin, MD 21811

**SALES QUOTATION** AND **ORDER FORM** 

PAGE: Page 1 of 2 QUOTE NUMBER: 110710

**QUOTE DATE: 5/12/2023** 

PO# OR JOB NAME: PINTAIL PARK - SOUTH I CUSTOMER: Ocean Pines Association, Inc

Ship

Ocean Pines Association, Inc.

To:

1 Mumford Landing Rd.

Ocean Pines, MD 21811

**CONTACT NAME:** OFFICE PHONE:

**Edgar Wells** 

410-641-7717

FAX NO.:

410-641-5581

CUSTOMER NO.

SALESPERSON NAME

Terms:

TERMS STRICTLY ENFORCED

991586	Joe Clarkson	on Net 30 Days		1 1/2% DELINQUENCY CHARGES		
		Tax Exempt No:				
QTY ORDERED	ITEM	Tax	Type	UM	UNIT PRICE I	EXTENDED PRICE
1	Fltg - Alum - Poly  ~14.83' x 16' Floating dock/kayak launch - Alum. ribbed decking, - Poly float (20 PSF LL, ~18" freeboard) - 2 X 8 PT Fender w/Vinyl "P" Bumper - Alum. Toe Curb (4" High) - *4' high boarding assist cage - Launch Assist rails - *Kayak Launch w/Rollers & Composite Boards	Y	SPA	EA	21,739.49	\$21,739.49
1	Gangway DR1 - Aluminum  4.5' x 32.2' Gangway w/ underhung welded truss, Alum. Ribbed decking, Alum. Toe curb @ one side, 42" 2-Line Alum. Pipe Rail w/ADA grabrail & Toe rail @ Opposite side, Hinge connection both ends, 50 PSF LL, L/180	Y	NON	EA	15,681.60	\$15,681.60
1	Other - Docks 4' - 8" X 32.2' Kayak Chute w/Composite Boards *20 PSF LL or 500 Max. Concentrated LL, L/180	Y	SPA	EA	11,513.57	\$11,513.57
1	Other - Docks  Transfer bench w/Overhead Assist rail	Y	SPA	EA	2,773.40	\$2,773.40
5	Other - Docks 1-Roller Pile Guide	Y	SPA	EA	198.10 52,989.5	\$990.50
1	Freight & Handling*	Y	INV	EA	5,300.00	\$5,300.00
Shipping Instruc	tions:				Subtot Sales Ta Tot	x 3,161.93







605 Molly Lane, Suite 150 Woodstock, GA 30189 770-933-8166 Fax 770-933-8363

### SALES QUOTATION AND ORDER FORM

PAGE: Page 2 of 2 QUOTE NUMBER: 110710 QUOTE DATE: 5/12/2023

PO# OR JOB NAME: PINTAIL PARK - SOUTH  $\Gamma$ 

CUSTOMER: Ocean Pines Association, Inc

### TERMS and CONDITIONS of SALE

#### General

- Quoted Prices: Are valid for 30 Days.
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- 4. Shipping: FOB Plant. Seller will select method of shipment and routing unless specified by Purchaser. Any additional costs for specified carriers, routing or services will be billed to Purchaser.
- 5. Freight Claims: Purchaser is responsible for unloading and inspecting all materials upon arrival. A driver signature evidencing damages or shortage is required to file a claim with carrier.
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- 1. Freight Quoted: CIF
- 2. Shipping Charges: Are quoted separately and subject to change if shipping requirements or container requirements are changed for any reason.
- 3. Freight Forwarder and method of shipment will be selected by Seller unless Purchaser makes specific request in writing. Any additional freight costs for specified freight forwarder, carrier, routing, or services will be charged to Purchaser.
- 4. Seller order acceptance: All orders are subject to CMI receipt of payment, in the case of a pre-payment order option or CMI approval of Letter of Credit. All banking charges for Letters of Credit are the responsibility of the customer.

#### Additional Fabrication

- Product Design: Seller is responsible for designing the product in accordance with the specifications provided by the Buyer. Seller does not perform project site
  inspection and testing to determine product selection or criteria and therefore does not assume any Fit for Use responsibilities belonging to buyer's engineers and
  managers.
- 2. Drawings: Product design drawings will be provided for final customer approval. Customer signature is required to begin fabrication. Changes by Buyer requiring additional charges will require approval before proceeding to fabrication.

### Deposits / Progress Payment for ALL custom fabricated structures

- 20% Deposit Required to begin design process.
- 40% Progress Payment Required to commence fabrication
- 40% Prior to shipment (unless credit has been approved prior to order placement)

CMI is not responsible for site preparation, the foundation nor the installation of the bridge and therefore cannot make recommendations, nor engineer or design any connection apparatus or system.

CMI is strictly a material supplier and is not an on-site project sub-contractor. CMI does not engineer or design structures and is not responsible for any site evaluations or installations.

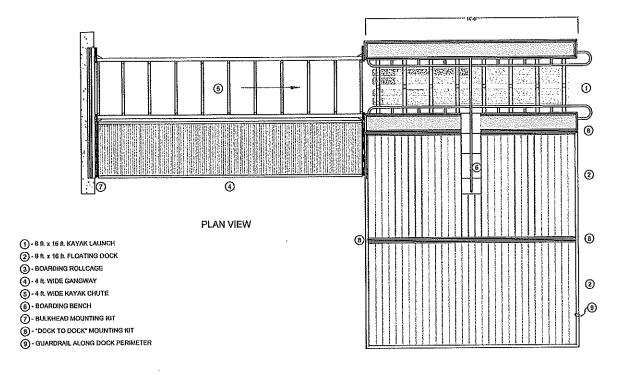
Purchaser is solely responsible for determining the effectiveness, suitability, and safety of any particular use or application of the product. Seller does not warrant any designs, engineering, or installation of specific structures. Seller is not responsible for delivery delays, installation rates, or any consequential damages. Any claims are governed by the applicable expressed Limited Warranty for each specific product. Seller complies with State and Federal material supply notification requirements on Projects. Buyer is responsible for providing Seller with the product design and engineering specifications and criteria. Seller provided Shop drawings of custom products are for fabrication approval only.

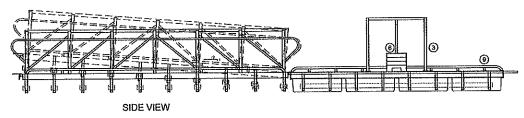
I understand that upon signing, this SALES QUOTATION becomes my ORDER and is a binding contract once it has been accepted by CMI.

x					
Authorized Customer Signature	Date	Customer PO#	Sales Manager Signature	Date	







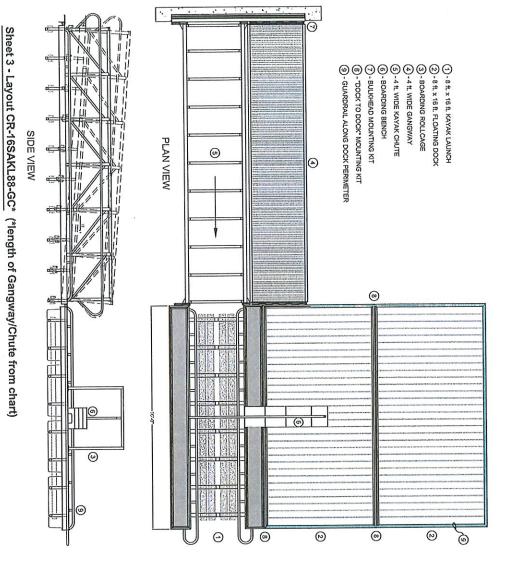


Sheet 3 - Layout CR-16SAKL88-GC\* (\*length of Gangway/Chute from chart)

Assembled Dock Configuration Drawing



Example of Installed Adaptive Kayak Launch



Price - \$52,700.00 Freight- \$2,300.00

Joe Clarkson Regional Sales Manager GatorDock & GatorBridge

# Lisa Jarman

Foa

Sent:

Subject:

ö

Thursday, May 11, 2023 7:14 AM

Nobie J. Violante

Lisa Jarman; Edgar D. Wells

FW: Pintale Pricing-Kayak Launch

From: Joe Clarkson < jclarkson@cmilc.com>

Sent: Thursday, May 11, 2023 6:57 AM

To: Edgar D. Wells <ewells@oceanpines.org>; Nobie J. Violante <nviolante@oceanpines.org>

Subject: Pintale Pricing-Kayak Launch

Hey guys, I hope you are doing well. Here is the pricing for Pintale Kayak Launch. Let me know how we are looking. If we are good, I can send you over a sales order for this project. Thanks

- Southern Improvement Area
- Aluminum Gangway (4' x 32') (Connection to Fixed Timber Pier) 0
  - Kayak Chute to run alongside Gangway 0
- Aluminum Frame and Deck Floating Platform (8' x 16') and Kayak Launch 0 0
  - Associated connection components and pile runners

### Lisa Jarman

Selbyville, DE 19975

(302) 436-5320

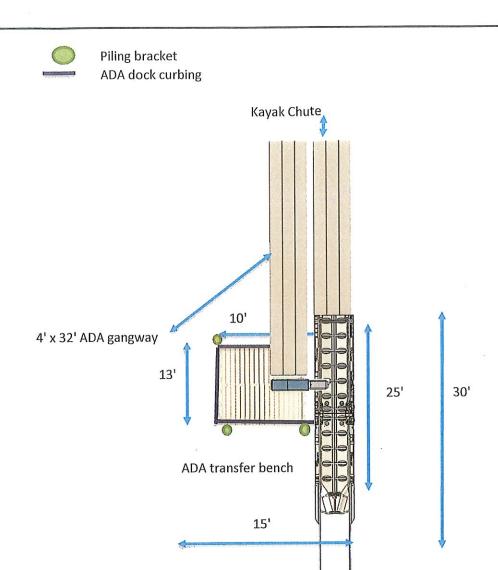
From:	Nobie J. Violante	
Sent:	Tuesday, May 23, 2023 9:33 AM	
То:	Lisa Jarman	
Subject:	Fwd: EZ Dock	
Attachments:	Vista Design op ns project.pdf; Vista Design Northern Area.pdf	
Sent from my Verizon Get <u>Outlook for Andre</u>	Samsung Galaxy smartphone id	
From: John Eleding <sal Sent: Tuesday, May 23, To: Nobie J. Violante <n Subject: EZ Dock</n </sal 		Mariema Asia Asia Asia Asia Asia Asia Asia Asi
To Whom It May Cor	pern,	
These enclosed quotes	are still valid as far as pricing is concerned.	
Please reach out should	d you have any questions.	
Thank You,		
John Elerding		
A Plus Marine Service	s, LLC	
A Plus Ez Dock		
32953 Lighthouse Rd	Unit 10	



Eric Jones Vista Design Southern Area 410.352.3874 12.15.22



Item			Price	Quantity	Total
Adj Adapter Brk	t		\$745.00	1	\$745.00
Coupler			\$75.00	6	\$450.00
80"x10' Dock S	ection		\$2,895.00	2	\$5,790.00
Dock Curbing			\$675.00	1	\$675.00
Hardware for Cu	ırbing		\$295.00	1	\$295.00
ADA EZ Transfe	er Kit		\$6,395.00	1	\$6,395.00
32L x 4"W ADA	Alum	Gangway	/	1	\$16,113.90
Kayak Launch F	Rail Kit		\$3,395.00	1	\$3,395.00
Kayak Rail Ext k	<it td=""  <=""><td></td><td>\$2,395.00</td><td>1</td><td>\$2,395.00</td></it>		\$2,395.00	1	\$2,395.00
Kayak Launch F	Port		\$2,395.00	2	\$4,790.00
Piling Brkts			\$945.00	4	\$3,780.00
Floatation Pods			\$225.00	3	\$675.00
Kayak Chute			\$13,500.00	1	\$13,500.00
Delivery and Ins	tall		\$5,000.00	1	\$5,000.00
Total					\$63,998.90



Quote valid for 120 days.

S/O: Special order items.

Pilings and gangway to be set by Fisher Marine.



# OCEAN PINES ASSOCIATION, INC. PROPOSED MOTION

DATE: June 9, 2023 TOPIC: Financial Policy Manual FOR INCLUSION IN MEETING HELD ON: June 17,2023 SUBMITTED BY: Doug Parks SECOND BY:					
MOTION: To approve updates to	the Financial Policy Manual.				
	ss the dated information in the exist of the financial operation of OPA.				
changed since that time and the to the Budget & Finance commireviewed by the GM, his Finance	<b>BACKGROUND:</b> The Financial Policy Manual was last updated in 2006. Many things have changed since that time and the manual was overdue for an update. The manual was referred to the Budget & Finance committee for their review and comment. The manual was also reviewed by the GM, his Finance team and the Board of Directors. The updates from these reviews have been included in this version of the policy manual.				
		2			
MOTION OUTCOME: PASSED:	MOTION OUTCOME: PASSED: FAILED:				
DIRECTORS IN FAVOR:	DIRECTORS OPPOSED:	DIRECTORS ABSTAINED:			



# OCEAN PINES ASSOCIATION, INC. FIRST READING

DATE: 06/08/23  TOPIC: Revisions to Resolution B-08  FOR INCLUSION IN MEETING HELD ON: 06/17/2023  SUBMITTED BY: Colette Horn SECOND BY:				
MOTION: To approve revisions to	Resolution B-08, Director Ethics a	nd Conduct		
<b>PURPOSE AND EFFECT:</b> To revise R the principles of ethics and cond board.				
BACKGROUND: This revision cam regarding issues of confidentiality governing documents to a satisfo	and conflicts of interest that are	in recent board meetings not presently addressed in other		
DISCUSSION:				
MOTION OUTCOME: PASSED:	FAILED:			
DIRECTORS IN FAVOR:	DIRECTORS OPPOSED:	DIRECTORS ABSTAINED:		

### Resolution B-08

### DIRECTOR ETHICS AND CONDUCT

- 1. <u>Purpose.</u> This Resolution provides policy regarding ethics and conduct for members of the Board of Directors and Officers of the Ocean Pines Association, Inc.
- 2. <u>Authority.</u> Section 5.12(c) of the Bylaws of Ocean Pines Association, Inc. authorizes the Board of Directors to adopt resolutions governing a Director's conduct.
- 3. <u>Policy.</u> Upon a Director's validation by election or appointment, a Director will shall serve in accordance with the following ethical standards and code of conduct. <u>Directors will abide by the procedures for disposition of complaints regarding possible violations of these policies outlined below and in accordance with the Association Bylaws.</u>

### a. Ethical Standards.

- 1. To attend in person, virtually, by phone or by other means approved by the Board of Directors unless sufficient justification causes the absence, and to participate in all meetings and communications in accordance with expectations set forth in the By-Laws (Section 5) and Resolutions (B-02, B-04).
- 2. To maintain a business-like climate in meetings by respecting parliamentary procedure.
- 3. To abide by the Board's decisions, even if they disagree.
- 4. To promote the goals and interests of the Association in a constructive manner and attempt to avoid promotion of unnecessary conflict among Association Members.
- 5. To promote responsible management of the Association's finances when conducting Association business
- 6. To promote uniform enforcement of the various Sections' Declarations of Restrictions and other governing documents when conducting Association business.
- 7. When conducting Association business, to To place the interests of the Association above those of individual Association Members when conducting Association business.
- 8. To always act within the authority given to them by Association Members, the governing documents of the Ocean Pines Association and the State of Maryland when conducting Association business.
- 9. Directors are required to act with proper decorum. When conducting Association business either in meetings or in email or other forms of communication, Directors are to focus on issues, and conduct themselves with courtesy and respect toward each other, Association employees, managing agents, suppliers, and Association members.
- 10. Directors shall act in accordance with Board decisions and shall not act unilaterally or contrary to Board decisions.

### b. Director Conduct:

- 1) <u>Confidential Information.</u> Directors shall are to be responsible for protecting the <del>confidentiality</del> privacy of the Association's confidential information except when its release is duly authorized or legally mandated. For the purposes of this resolution, information that is considered confidential and therefore protected by this resolution includes but is not limited to the following:
  - a. Private Personal information of about fellow Directors or their family members that has been identified by the source as confidential;
  - b. Personal information of Association employees;
  - c. Results of disciplinary actions involving Association employees;
  - d. Information or opinions concerning legal disputes in which the Association is or may be involved without the prior written approval of Association legal counsel;
  - e. Any and all information received during closed meetings which are permissible under Section 11B-111(4) of the Homeowners Association Act, or discussed via hard copy, email or other electronic means before or after the meeting;
  - f. Other information obtained in hard-copy, electronic, or email form which may be designated by the source as confidential, and thereby applicable to this resolution, may only encompass the topics identified in Section 11B-111(4).

Directors shall take reasonable steps to ensure that confidential information and/or documents contained in emails or obtained in hard copy shall remain inaccessible to discovery or disclosure in accordance with this provision during and following the end of their tenure as a Director unless such disclosure or discovery is authorized by legal counsel as part of legal action in which the information is designated as party of the discovery process. This includes providing for confidentiality of board email passwords and other access to director email accounts and contents and confidentiality of any hard-copy materials covered by this resolution that are stored in the director's home, office or other location outside of the Association offices.

- 2) Interaction with Association Employees. A Director may give advice to the General Manager when requested. Directions and assignments to the General Manager will come from the Board. Directions and assignments to the General Manager shall be based on decisions made by Board vote or explicitly designated consensus agreement. In order to ensure efficient management of operations; to avoid conflicting instructions from the Board to management; and to avoid potential legal liability, no director shall
  - a) Give specific direction to management, employees, or suppliers unless authorized or delegated by the Board of Directors or unless consistent with the duties of the Director's role if they are also serving as an officer.
  - b) Directly address employee complaints. Any employee who contacts an individual Director for the purpose of conveying a complaint should be

- instructed to bring the matter to the attention of the General Manager or the Association's designated Human Resources Officer.
- c) Threaten\_or retaliate against an employee who brings information to the Board regarding alleged improper actions of a Director.
- 3) Conflicts of Interest. Directors shall comply with the conflicts of interest policy as set forth in Resolution B-05 and not recommend a course of action or make a decision on behalf of the Association that materially benefits themselves or certain parties that are related to the Director, termed "affiliated persons," with respect to any matter in which they have a material interest. Affiliated persons include the following:
  - a. spouse, domestic partner, child, mother, father, brother, sister; and
  - b. any corporation or organization in which a Director has a managing role participates in management; of which they are a board member, an officer, or a partner; are employed by; are directly or indirectly a debt holder; or are the beneficial owner of any class of equity securities; and
  - c. any trust or other estate in which a Director has a substantial beneficial interest, or in which they serve as a trustee or in a similar capacity; and
  - d. Any relationship where there could be a quid pro quo that could reasonably impact the Director's influence on an issue, input to discussion and/or their vote.

Directors must immediately disclose the existence of any conflict of interest of their own or of affiliated persons to the entire Board of Directors in accordance with the provisions of Resolution B-05.

4. Pursuant to Section 5.12 of the Bylaws of the Association, the Board may choose to reprimand, censure, remove or take no further action pursuant to this Resolution.

### 5. <u>Complaints Regarding Violations of the Ethical Standards and Policies on Director Conduct.</u>

a. Ethics Committee. There shall be created a permanent standing Ethics Committee for the Ocean Pines Association. The purpose of this committee is 1) to expeditiously process, investigate and make determinations as to complaints alleging violation of the provisions of this Policy initiated by the Board, or filed and signed by an Association Member (By Laws Section 1.07), and 2) to receive and respond to written requests from any Director for an opinion, assistance, or guidance in interpreting the requirements of this Policy. Any Director who in good faith relies on an advisory opinion of the Committee shall not be disciplined if the action is found thereafter to be a violation of this Policy. The committee shall be comprised of 5 members in good standing. Member in good standing means a person listed as owner of record on property within Ocean Pines (By Laws Section 1.07), and eligible to vote (By-Laws Section 3.01(e)). Appointments to this committee shall be made by the Board of Directors as soon as practical following adoption of this Policy. The committee appointments shall not be delayed to a time in which there is a complaint that needs review.

The initial Committee member appointments will be for terms of 5, 4, and 3, years. Each subsequent term shall be for 5 years. It is intended to be comprised of individuals who are members of the Association who have substantial human resource/ethics/legal eredentials. A Committee member may be removed by a vote of 2/3 of the Board of Director with or without cause.

Meetings of the Ethics Committee shall be held in closed session if permitted to be closed under Section 11B-111 of the Maryland Homeowners Association Act. For the purpose of determining authority to hold Ethics Committee meetings in closed session, Directors shall be considered Employees of the Association.

- b. Ethics Committee Disposition of Complaints. Timely and in no case more than fourteen (14) business days after receiving a complaint, including a Committee-initiated complaint, the Chair will convene a meeting of the Committee to determine the merits of the complaint and whether further investigation is warranted. If it is determined by a majority vote of the Ethics Committee that there is no reasonable basis to support a violation of the provisions of this Policy, the Committee shall recommend to the Board of Directors that the matter be dismissed. If it is determined that there is basis to suggest that a violation may have occurred the Committee will have the authority to determine whether investigation by a law firm is needed, and refer the matter to a Law Firm pre-selected by the Board to investigate matters of this type. The decision by the Ethics Committee regarding whether or not to go forward with an investigation shall be absolute. Matters that do not require legal investigation will be examined by the Ethics Committee, who will share with the Board their findings and their recommendations for disposition of the matter.
- c. <u>Legal Counsel.</u> An interview and deliberation process that is made public shall be used to select a law firm that is independent of the Association whose role is solely to conduct investigations and issuing opinions on matters referred by the Ethics Committee. The selected firm shall not currently represent nor in the past have represented the Association or been adverse to the Association in any capacity. After selection of the firm, the Association will negotiate a letter of engagement that stipulates the terms of the relationship and payment terms.
- d. <u>Disposition of Legal Opinion</u>. The Law Firm will deliver the results of its investigation and recommendation(s) to the Ethics Committee and the Board of Directors for their consideration. A closed meeting of the Ethics Committee will be held to review and consider the recommendations. The Chair of the Ethics Committee will preside over the meeting. The Ethics Committee will forward its findings, opinion, and recommendation(s) to the Board of Directors. The decision that is provided to the Board shall be a confidential written summary prepared by the Chair or the Chair's designee.

Based on the recommendations of the Law Firm and the Ethics Committee, the Board of Directors will make the final determination on the disposition of the Complaint. The final disposition will be determined by a majority vote of a quorum of the Board that includes the Directors not under investigation. Any recommendation by the Board for removal of a Director must be determined by a super-majority (2/3) of Directors comprising the quorum for the meeting.

e. Remedies. The disposition of violations of these Policies on Ethical Standards and Director Conduct shall be based on recommendations from the Ethics Committee and/or advice of legal counsel. The Board may consider remedies including but not limited to removal from the Board for cause, counseling, public reprimand, or in lieu of removal education. Removal for cause may only be considered for violations of the Policies on Director Conduct. If removal is recommended, the Director shall be notified of the proposed action and granted an opportunity for a hearing at a regular or special meeting of the Board of Directors prior to the final action, per Section 5.12(b) of the Association By-Laws. Lesser remedies may be considered for violations of the Ethical Standards and the Policies on Director Conduct.

While Directors cannot be compelled to accept the recommendation(s) of the Law Firm or the Ethics Committee when determining the remedy, in the event that the results of the Board vote is contrary to the recommendations from legal counsel, the specific objection(s) that the Board has for not adopting them should be substantial.

f. Records. The minutes of the meeting shall state the complaint, the decision regarding its disposition, and the remedy decided upon through Board vote, and the yes/no vote of individual Directors. Should the final Board decision on the matter be not to adopt the recommendations from legal counsel, the specific objections will be stated in the minutes of the meeting. It will be the responsibility of the Association Secretary or designee to gather and summarize these objections and to prepare the minutes. The minutes of the meeting will be disclosed to Association Members.

### 6. Effective Date:

Adopted by the Board of Directors on	·	
President:		
(sign)	Date	
(print)		
Attestation by Secretary:		
(sign)	Date	
(print)		
Review History:		

### Resolution B-08 Page 6

General Manager:		
(sign)	Date:	
(print)		
Legal Counsel:		
(sign)	Date	
(print)		
By-Laws and Resolutions Advisory Comm	ittee Chair:	
(sign)	Date:	- 10
(print)		



# OCEAN PINES ASSOCIATION, INC. FIRST READING

DATE: 6/9/23		
<b>TOPIC: Revisions to Resolutio</b>	n C-14	
FOR INCLUSION IN MEETING H	IELD ON: 06/17/2023	
SUBMITTED BY: Colette Horn	SECOND BY:	

MOTION: To approve revisions to Resolution C-14, Racquet Sports Advisory Committee

**PURPOSE AND EFFECT:** To revise language pertaining to the function of the committee and the membership of the committee.

BACKGROUND: This revision is suggested by the Racquet Sports Advisory Committee based on their review of the function and membership of the committee. It is the goal of the Committee to reflect a function that supports the new racquet sports professional serving as Manager of the racquet facility in his operations role and to remove themselves from operations matters; and to work as a team supporting the best interests of the racquet center from the point of view of individuals committed to the center as reflected in their ownership of membership in one or more of the sports and their commitment to the racquet center's success without regard to their membership in any individual sport. Advocacy for a specific's sport's interests and needs will come to the committee from representatives from the boards of the three sports (Tennis, Platform Tennis and Pickleball). The committee, in turn, will advocate for recommendations to the OPA Board of Directors that support the success of the racquet center as a whole. The following changes are proposed:

- 3. Function. e. monitoring advising the Board on any specific problems or concerns related to the condition, care, and maintenance of the racquet sports facilities and advising the Board and Racquet Sports Professional or concerns;
- 4. Membership. The Committee should have not less fewer than three (3) nor more than nine (9) racquets members. At all times, the members of the Committee appointed by the Board of Directors should represent an equal balance from the three primary racquet sports (Tennis, Platform Tennis, and Pickle Ball Pickleball).

MOTION OUTCOME: PASSED	: FAILED:	
DIRECTORS IN FAVOR:	DIRECTORS OPPOSED:	DIRECTORS ABSTAINED:

# RESOLUTION C-14 RACQUET SPORTS ADVISORY COMMITTEE

- 1. <u>Purpose.</u> The Racquet Sports Advisory Committee advises the Board of Directors on tennis, platform tennis, and pickle ball matters and aids in promoting the successful operation of all racquet sport activities.
- 2. <u>Authority.</u> Article SEVENTH of the Charter and Section 10.01 of the By-Laws of the Ocean Pines Association, Inc. direct the Board of Directors to establish and appoint the members of such committees and other advisory bodies as may be necessary to, or convenient in, the Association's discharging the duties entrusted to it. Resolution C-01, Committee General Policy, provides additional authority and instructions regarding advisory committees of the Association.
- 3. **Functions.** In fulfilling its tasks, the Committee shall perform functions which include but are not necessarily limited to the following:
  - a. advising the Board of Directors on methods of promoting interest in racquet sports;
  - b. advising the Board of Directors regarding racquet sports policy and operation including recommendations for improving the racquet sports operation of the Manklin Meadows Racquet Center;
  - c. advising in the development of budget proposals on programs, activities, facilities, and staff as it pertains to racquet sports activities;
  - d. recommending rules and regulations including conduct and dress codes pertaining to the use of all racquet sports facilities;
  - e. advising the Board on any specific problems or concerns related to monitoring the condition, care, and maintenance of the racquet sports facilities and advising the Board and Racquet Sports Professional of any specific problems or concerns; and
  - f. performing such functions as may from time-to-time, be directed or approved by the Board of Directors.
- 4. <u>Membership</u>. The Committee should consist of have not fewer less than three (3) nor more than nine
- (9) racquets members. At all times, the members of the Committee appointed by the Board of Directors should represent an equal balance from the three primary racquet sports (Tennis, Platform Tennis, and Pickle Ball Pickleball). The Chair of the Committee shall be appointed by the Board of Directors and serve for a two-year term. Every effort should be made to rotate the Chair position to represent the three primary racquet sports.
- 5. **Reports.** Submit annual report by October 31 of each year in the format specified in Resolution C-01.
- 6. Effective Date: January 21, 2023.

Adopted by the Board o	f Directors on	January 21, 2023	
	President	Attest	Secretary
Review History.			
General Manager		Date:	
Legal		Date:	
By-laws and Resolution	s Advisory Commit	tee	
Date			



# OCEAN PINES ASSOCIATION, INC. SECOND READING

DATE: 6/12/23 TOPIC: Revisions to Resolution M-06 FOR INCLUSION IN MEETING HELD ON: 6/17/23 SUBMITTED BY: Rick Farr SECOND BY:				
MOTION: To amend the current Resolution M-06, Elections and Referendums				
PURPOSE AND EFFECT: Accept proposed changes to M-06 from second reading.				
<b>BACKGROUND:</b> These revisions are proposed by the Election Committee after reviewing M-06.				
MOTION OUTCOME: PASSED:FAILED:				
DIRECTORS IN FAVOR:	DIRECTORS OPPOSED:	DIRECTORS ABSTAINED:		

### PREVIOUSLY APPROVED BACKGROUND DOCUMENTS:

M-06 Elections and Referendums Voting Procedures, Attachment A, 11. c.

c. A candidate may request a recount at the annual meeting. The Board is responsible for resolving any request for a recount (Section 5.03(e) By-laws).

### V

### The Board of Directors

Section 5.03. Elections

(e) The Board of Directors shall resolve any request for a recount of the votes. The Chairperson of the Elections Committee shall resolve any final tie vote necessary to determine the results of the election. Tie votes shall be resolved by "chance" at the annual meeting.

### PROPOSED RECOUNT PROCEDURES

Any candidate receiving countable votes (valid ballots per M-06 and Attachments) in an election for the Board of Directors may request a recount. If a recount request is made to the Board of Directors in office on the day of the Annual Meeting, the Board will take the following action:

- A request for a recount must be received in writing from the Board Candidate prior to the Annual Meeting of the Association. This request must be provided to the Board President and to the Elections Committee chairperson.
- 2. A Director, currently completing their first term and a candidate for reelection will recluse recuse themselves from any discussion, process and procedures related to the conductance conduct of a recount. The Director who is a candidate for reelection may request the Board to authorize a recount.
- The Board will request the Elections Committee chairperson to conduct a recount of the valid ballots cast for the election.
- 4. The Elections Committee chairperson will schedule an Elections Committee meeting, including the election committee members, Seantron contractor operating the scanner operator and Association staff as needed. This meeting will be on the day of the Annual Meeting or as soon as possible following the Annual Meeting.
- The recount will be completed in an open session that any Association member can attend in a manner like that specified in M-06 and Attachments.
- The results of the recount will be communicated to the Association President and posted immediately after completion of the recount in the Administration Building of the Association.

Page 1 of 2

- 7. The Board will hold a Special Meeting no sooner than 3 days after the completion of the recount, but as soon as possible.
- 8. The Election Committee Chairperson or their designee will attend the Special Board Meeting and present the results of the recount for acceptance/validation by the Board on behalf of the Association.
- The Election results will then be final and the winning candidates will begin the process of joining the Board.

### ATTACHMENT A ELECTIONS AND REFERENDUMS VOTING PROCEDURES

- 1. <u>Purpose</u>. This Attachment establishes the procedures for the election of members to the Board of Directors and/or voting on referendum issues by members of the Association,
- 2. <u>Voting by Mail and Electronic Transmission</u>. The voting for directors and on issues submitted to a referendum is conducted by mail-in ballots and/or electronic transmission.
  - a. Only a single voting package is sent for each lot or unit eligible to vote. This applies to all joint owners of a lot or unit, including co-tenants, joint tenants, and tenants by the entireties.
  - b. The voting package shall be addressed to all owners of record at the billing address used for the Association annual assessment mailing or, for the purpose of voting by electronic transmission, at an email address provided by the owner of record of the Lot if authorized under Attachment D.
  - c. If an owner submits a vote by electronic transmission, any paper Ballot submitted by that owner will be invalidated.
- 3. <u>Voting Deadline</u>. The deadline for returning Ballot envelopes or submission of the Ballot by electronic transmission for the election of directors, and for referendum issues being voted on at the same time as same Board election, shall be prior to the end of Association regular business hours on the Wednesday before the annual meeting of the members in August.
  - a. The annual meeting is held on the second Saturday in August of each year. The deadline for any other referendum vote will be established by the Committee.
- 4. <u>Elections Materials.</u> The By-laws (Section 4.04) require that the Secretary send a notice of the Annual Meeting to all Members, and Election materials to all eligible members. The Committee, with the Secretary, shall prepare elections materials. This includes, but is not limited to:
  - a. Establishing the information required to be on the ballot for both Board elections and/or referendums. Separate ballots shall be used for the election of directors and referendum issues when both are being voted on at the same time. Ballots shall be suitable for counting using the tabulating and reporting system.
  - b. Ballots for the election of directors will not make provision for write-in candidates.
  - c. Other materials that may be included in the voting package.
    - i. For a Board election, each candidate will provide a written informational/biographical statement not to exceed two hundred (200) words to be included in the voting package. To be included in the election materials, candidates must submit their statement in hard copy and electronically as a Microsoft Word format or PDF file.
    - ii. Proxies, when included in voting packages, shall comply with Section 3.03 of the By-Laws. Directed proxies shall be used for voting on issues included in the meeting notice. Only those proxy forms approved by vote of

- the Board of Directors are valid.
- iii. Proxy forms for establishing a quorum, once approved by the Board of Directors, do not require re-approval for subsequent elections.
- iv. The voting package shall include the ballot and instructions which indicate the marking and return of ballots including the date and time when ballots must be received,
- v. The voting package shall include instructions on how to obtain a duplicate ballot.
- vi. The voting package shall include an elections telephone number through which Association members may communicate with the Committee.
- d. The Committee shall approve all materials for inclusion in voting packages that have been prepared by the Contractor. Copies shall be retained by the Committee for one (1) year,
- 5. <u>Elections Contractor.</u> The Association will employ an independent contractor, via a written contract, to provide services during the election and/or referendum processes. The written contract shall be approved by the Election Committee and signed by the Association General Manager or Association Board President. The Committee shall be responsible for supervising the performance of these services in a manner that supports the election or referendum process. If there are delays or events that may have an adverse effect on the election process, the Board Liaison shall be promptly notified.

### 6. Balloting Process.

- a. The Committee shall submit election materials to the Secretary no later than the first Friday in July, prior to the end of Association regular business hours (Section 5.03(b) of the By-laws).
- b. The Chairperson shall be responsible for delivering to the Contractor the information necessary to mail voting packages to eligible members. This information shall be obtained from the Association's Assessments and Membership Office. The information shall be in a form that supports the mailing of ballots to a member who owns multiple properties. The Committee shall retain a copy of the mailing information delivered to the Contractor.
- c. The Secretary, assisted by the Chairperson, is responsible for ensuring that voting packages are timely mailed by the Contractor in accordance with Section 5.03(b) of the By-laws for elections of directors and referendum issues in the same election and Section 4.08(b) of the Bylaws for referendum issues only.
- d. An elections telephone number shall be established through which Association members may communicate to the Committee their questions or concerns about

- the election or referendum process. The Committee shall maintain a log of communications received and action taken.
- 7. Receipt of Ballots by Contractor. The Contractor shall open all envelopes returned by the deadline and separate the ballots from the envelopes, except for those marked as duplicate (see paragraph 8 below). Ballots shall be stored in a manner that prevents identification of the ballot to the envelope in which it was returned. Envelopes marked as duplicate shall be delivered to the Committee, unopened and separate from other ballots, when ballots and opened envelopes are delivered to the Committee after the deadline for return of ballots.
  - a. At the time designated as the deadline for return of ballots, the Contractor shall make a final collection of ballot envelopes and prepare all ballots for return to the Committee.
  - b. Ballot envelopes returned after the deadline, or in envelopes other than those provided in the voting package, will not be opened or counted toward any vote. These late envelopes shall be date stamped by the Contractor, bundled separately, and delivered to the Committee.
  - c. The Committee may establish secure boxes at Association facilities where ballot envelopes may be deposited without the need for return mailing. These ballot envelopes shall be collected by the Contractor.
- 8. <u>Issues Requiring a Duplicate Ballot.</u> Reports that a voting package has not been received shall be promptly addressed by the Committee. If warranted, a duplicate voting package shall be mailed to the member by first class mail or signed at the Association's administrative office. The return envelope shall be marked to indicate that it is a duplicate. A record of the duplicate voting packages, whether mailed or picked up by the member, shall be maintained by the Committee for one (I) year.
- 9. Counting Ballots. It is the responsibility of the Committee to count the ballots either by the Committee itself or the Committee may delegate this responsibility to an independent contractor hired pursuant to Section 5.A.. The ballot counting operation may be observed remotely by any association member. Association members may witness the ballot counting process remotely but will not be privy to vote totals during the counting process nor engage in any way with the ballot counting process, Election Committee, consultants, or Association staff. The ballot counting will be conducted in a room of sufficient size to accommodate the process and remote viewing of the process for Association Members wishing to observe the count, Said room shall be properly equipped to allow clear remote viewing for Association members wishing to observe the count. The Committee may request the assistance of a computer consultant and designated Association staff.
  - a. A tabulating and reporting system shall be used to count ballots.
  - b. Prior to ballot counting, the Committee shall verify that an original mailing ballot has not been received that matches the propelty of a duplicate ballot. If there is no match, the duplicate envelope is opened and the ballot included with those to be counted. If there is a match, the duplicate envelope remains unopened and the ballot is rejected.
  - c. In the event the tabulating and reporting system fails, a manual count shall be

performed under the direction of the Chairperson. Ballots rejected by the system shall also be manually counted. When ballots are manually counted, only those on which the members' choice(s) are clearly indicated shall be included in the results.

- d. Ballots shall be voided for the following reasons:
  - i. There are votes for more Board candidates than vacancies.
  - ii. The use of an improper ballot return envelope.
  - iii. The ballot is not marked.
  - iv. Extraneous or non-relevant markings on the ballot.
- e. Two original copies of the final vote count shall be prepared, celtified (signed and dated) by the Chairperson. The final vote count will be attested to by the Election Committee members present. Upon attestation of the final vote count the results will be announced live on the OPA internet stream and/or TV, emailed to the Board of Directors, emailed to all candidates, and posted on the Ocean Pines Association website.
- f. Ballots shall be bundled and placed in a secure container with bundles of ballots not counted clearly identified. Ballots and return envelopes shall be retained for one (I) year from the announcement of the election or referendum results.
- 10. <u>Voting at Meetings of Members of the Association</u>. The Committee shall tally the votes at meetings of members in accordance with Section 3.05 of the Bylaws and report the results to the Presiding Officer at the Annual Meeting.
- 11. Presentation of Voting Results at the Association Annual Meeting.
  - a. At the annual meeting of members, the Election Chairperson or designated committee member shall present in person the results for the election of directors and any referendum issue on the ballot. A copy of the certified results shall be included in the minutes of the Annual Meeting. The act of presenting the election results will accomplish the validation required by By-laws 4.02(a).
  - b. If the annual meeting is not held for lack of a quorum or other reasons, the results of the election of directors shall be presented in person by the Election Committee Chairperson or designee to the Board of Directors (Section 4.02(b)). The act of presenting the election results will accomplish the validation required by By-laws 4.02(a).
  - c. A candidate may request a recount at the annual meeting. The Board is responsible for resolving any request for a recount (Section 5.03(e) By-laws).
- 12. <u>Tie Votes.</u> A tie vote for a vacancy on the Board of Directors is to be resolved by chance (Section 5.03(e) of the By-laws), The method of chance used is as follows and shall be conducted by the Chairperson:
  - a. One suit from a standard deck of cards, excluding jokers, shall be selected.

- b. The cards in the suit shall be shuffled and displayed by the Chairperson such that the tied candidates are unable to see the face of the cards.
- c. Each of the tied candidates shall select one (1) card.
- d. The candidate with the high card wins. Ace is high with the remaining cards descending down through deuce.
- 13. If voting by electronic transmission is implemented for a Board election or a referendum, this Attachment A shall be read with Attachment D.

1. Name of Applicant: Debble Bennington				
2. Address: 108 Robin Hood Trail, Ocean Pines, MD 218	311			
3. Email: debbennington4@gmail.com				
4. Telephone: 410-603-8065  5. Committee in which you would like to be invo Aquatics Architectural Review Budget & Finance By-Laws & Resolutions Clubs XX Communications Elections Environment & Natural Assets Golf Marine Activities Racquet Sports Recreation & Parks Search Strategic planning Other  Potential Term: (1st) 2nd 3rd ~ Term will expire: 1 6. Why do you want to be on this Committee? 1	Re-Appointment			
7. What knowledge/input can you offer to this C				
as the length of time I have lived in Ocean Pines willi help promo	ote the positivity and knowledge to the community			
I love living in at this time.				
Signature / When / Server	Date 10-9-2023			
1st Endorsement from Committee Chairperson:  Comment: I AM FULLY SUPPORTIVE OF DEADLE SERVING AGAIN  Check gacobe  Signature Date				
2nd Endorsement from Board Liaison to Committee:  Comment: LXCECLENT FERSON  Signature  Date				
Board Action:	Date:			
President's Signature	Date			

1. Name of Applicant: Amy Peck				
2. Address: 109 White Horse Drive				
3. Email: mrsamy@comcast.net				
4. Telephone: 443 857 8242  5. Committee in which you would like to be involved	Property Owner for 22 (years) ed: Re-Appointment			
Potential Term: 1st 2nd 3rd ~ Term will expire: June 2026  6. Why do you want to be on this Committee? Volunteer for Rec programs for many years. Familiar with collabaration with MD COastal Bays, Worcester Gold, etc. Exp				
7. What knowledge/input can you offer to this Committee? Familiarity with programs, experience as an employee and volunteer with Baltimore				
Amy Peck Signature	June 8, 2023  Date			
1st Endorsement from Committee Chairperson: Comment: Amy will make a great addition to the committee.  Signature  June 13, 2023  Date				
2nd Endorsement from Board Liaison to Committee:  Comment: / Le have circerns about flus individual  Signature Date				
Board Action:	Date:			
President's Signature	Date			

1. Name of Applicant: Michael L. Reynolds		
2. Address: 959 Yacht Club Drive Berlin, MD 21811		
3. Email: mikeocnorthern@gmail.com		
4. Telephone: (302) 540-5622		
5. Committee in which you would like to be in	Property Owner for 12 (years)	
Aquatics		
Architectural Review	Re-Appointment	
Budget & Finance	Re-Appointment	
By-Laws & Resolutions	Re-Appointment	
Clubs	Re-Appointment	
Communications	Re-Appointment	
Elections	Re-Appointment	
Environment & Natural Assets	Re-Appointment	
Golf	Re-Appointment	
✓ Marine Activities	Re-Appointment	
Racquet Sports	Re-Appointment	
Recreation & Parks	Re-Appointment	
Search	Re-Appointment	
Strategic planning	Re-Appointment	
Other	Re-Appointment	
	Re-Appointment	
Potential Term: (1st) 2nd 3rd ~ Term will expire: 6. Why do you want to be on this Committee? in getting Involved with the community.	I'm a full-time resident of Ocean Pines and believe	
7. What knowledge/input can you offer to this	Committee? Larew up on the water own/onersto o	
construction firm and I'm currently serveing on the Pines Point Marine	Board. I believe with my background I could help committee.	
Michael L Regulation		
Signature	5/15/2023 Date	
anness is and semantic control assertance of the Control State of the Control of		
1st Endorsement from Committee Chairperson: Comment: Dong ( ) Receive END	0 ,	
1/11/2/1/	5-71-7072	
Agnature	Date	
2nd Endorsement from Pourd Living to C	engen ag et vilkertide und her einst hydre de det beste beste beste und de einst gewen de beste eine en gewenn His k	
2nd Endorsement from Board Liaison to Comm Commen): Reco	omno J	
Circumstance	6/12/2023	
ordinathie	Date	
Board Action:	Date:	
President's Signature	Date	

1. Name of Applicant: <u>Laura Scharle</u>				
2. Address: 31 Juneway Jane				
3. Email: LBaldwin 1023 e gmail. com	1			
4. Telephone:				
Aquatics	Re-Appointment			
Architectural Review	Re-Appointment			
Budget & Finance	Re-Appointment			
By-Laws & Resolutions	Re-Appointment			
Clubs	Re-Appointment Re-Appointment Re-Appointment			
Communications	Re-Appointment			
Elections				
Environment & Natural Assets	Re-Appointment			
Golf	Re-Appointment			
Marine Activities				
Racquet Sports Recreation & Parks	Re-Appointment			
Search	Re-Appointment Re-Appointment			
Strategic planning	Re-Appointment			
Other	Re-Appointment			
	Ke-Appointment			
Potential Term: 1st (2nd) 3rd ~ Term will expire:				
6. Why do you want to be on this Committee?				
continued member from pres	ious term			
7. What knowledge/input can you offer to this Cor	mmittae?			
1 years in parks + rec fre				
Lander & Selvell	6/12/23			
Signature	Date			
1st Endorsement from Committee Chairperson:	HF			
Comment:				
W 5 Bung)	Tine 12, 2023			
Signature	Date			
2nd Endorsement from Board Liaison to Committee:				
Comment:				
Harry Warls	6/13/23			
Signature	Date /			
Board Action:	Date:			
bodia Action.				
President's Signature	Date			