



The Jewel of the Chesapeake Bay
North Beach, Maryland

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

410.257.9618 | 301.855.6681
www.northbeachmd.org

**TOWN COUNCIL MEETING
NORTH BEACH TOWN HALL
March 10, 2016**

- I. PLEDGE OF ALLEGIANCE
- II. ROLL CALL
- III. APPROVE AGENDA
- IV. APPROVAL OF MINUTES
 - a. Approval of minutes from the February 11, 2016 Town Council meeting
 - b. Approval of minutes from the March 3, 2016 Work Session
- V. SCHEDULED APPOINTMENTS
- VI. PUBLIC SAFETY REPORT
- VII. REPORTS
 - a. Treasurer
 - b. Public Works Supervisor
 - c. Town Engineer
 - d. Code Enforcement
 - e. Marketing
- VIII. PUBLIC COMMENT
- IX. BOARDS AND COMMISSIONS
- X. BUSINESS ITEMS
 - a. CPH Streetscape Proposal
 - b. Beach Fees

Mark R. Frazer, Mayor

Council Members: Mike Benton Gregory McNeill Mickey Hummel Randy Hummel Gwen Schiada Kenneth Wilcox



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- XI. ORDINANCES AND RESOLUTIONS
 - a. Ordinance 16-01: North Beach Zoning Ordinance -Voting
- XII. MAYOR AND COUNCIL REPORTS
 - a. 2015 State of the Town
- XIII. ADJOURNMENT
- XIV. EXECUTIVE SESSION

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

Upcoming Meetings and Events

- 1) Wednesday, March 23, 2016 - Economic Development Committee Meeting – 7 pm
- 2) Thursday, March 24, 2016 – Planning Commission Meeting – 7 pm
- 3) Friday, March 25, 2016 – Good Friday – Town Government Closed
- 4) Monday, April 4, 2016 – Special Events Committee Meeting – 7 pm
- 5) Tuesday, April 5, 2016 – Environmental Committee Meeting – 7 pm
- 6) Thursday, April 7, 2016 – Special Council Meeting – 7 pm

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Minutes from the February 11, 2016
Town Council Meeting
7:15 pm

X ___ Mayor Frazer	___ Joanne Hunt	X ___ Rick Crump
X ___ Mr. Benton	X ___ Stacy Wilkerson	X ___ John Shay
X ___ Mr. McNeil	X ___ Donnie Bowen	X ___ Dawn Richardson
X ___ Mr. M. Hummel	X ___ John Hofmann	X ___ Sgt. Naughton
X ___ Mr. R. Hummel	___ Richard Ball	
X ___ Ms. Schiada	___ Mr. Wilcox	

APPROVAL OF AGENDA AND MINUTES

- a) **MOTION** made by Randy Hummel to approve the agenda as submitted. Seconded by Mickey Benton. All in favor. **Motion carries.**
- b) **MOTION** made by Gwen Schiada to approve the minutes from the January 14, 2016 Town Council Meeting. Seconded by Mickey Hummel. **Motion carries.**
- c) **MOTION** made by Randy Hummel to approve the minutes from the February 4, 2016 Work Session with two corrections. Seconded by Mickey Hummel. All in favor. **Motion carries.**

SCHEDULED APPOINTMENTS

- a) Nancy Valentine was in attendance and gave an overview of the FY15 financials. The Town is financially good condition. A complete copy of the FY15 report can be found on the Town website at: northbeachmd.org.

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SHERIFF'S DEPARTMENT REPORT

- a) In January 2016 the Sheriff's Department responded to 119 calls for service in North Beach. This is down from 144 calls in December 2016.

TREASURER'S REPORT

- a) Reporting Period: 12/1/2015 – 12/31/2015; Beginning Balance: \$311,398.75; Total Debits: \$348,829.83; Total Credits: \$396,685.05; Ending Balance: \$263,543.53. **MOTION** made by Randy Hummel to accept the Treasurer's Report. Seconded by Mickey Hummel. All in favor. **Motions carries.**

REPORTS

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

ORDINANCES AND RESOLUTIONS

Ordinance No: 16-01: An Ordinance adopting a Codification and Revision of the Zoning Ordinances of the Town of North Beach, County of Calvert, State of Maryland; Providing for the Maintenance of said Ordinance; repealing and saving from repeal certain ordinances; establishing a penalty for altering or tampering with the ordinance; and making certain substantive changes in previously adopted ordinances. Mike Benton introduced Ordinance No: 16-01 incorporated Option A in reference to the R-2 district. Ordinance No:16-01 will be placed on the March 2016 Town Council agenda for action.

MOTION made by Randy Hummel to close the meeting and enter into an Executive Session to discuss a legal matter. at 8:30 p.m. Seconded by Gwen Schiada. All in favor. Meeting adjourn.

Mark R. Frazer, Mayor

Council Members: Mike Benton Gregory McNeill Mickey Hummel Randy Hummel Gwen Schiada Kenneth Wilcox



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Submitted:

Mark R. Frazer, Mayor

Stacy L. Wilkerson, Town Clerk

Mark R. Frazer, Mayor

Council Members: Mike Benton Gregory McNeill Mickey Hummel Randy Hummel Gwen Schiada Kenneth Wilcox



Minutes from the February 4, 2016

Work Session

Attendance: Mike Benton, Ken Wilcox, Greg McNeil, Mickey Hummel, Randy Hummel, Gwen Schiada, John Hofmann, Donnie Bowen, Joanne Hunt, Dawn Richardson and Stacy Wilkerson.

- 1) Kayak launch ramp installation discussion: John Hofmann has done some additional work on the installation of an ADA compliant ramp at the end of the pier. The work involved would include, additional pilings and ramping. The cost could exceed over \$50k. The staff along with the Town individuals John has been working with did not think this was a good solution for the kayak launch site. A second location was to build a ramp along the beach near the play boat down to the water where the current kayaks launch from. Mayor Frazer stated he was not fond of this solution near the 3rd Street finger pier. He would like for the committee to consider the location near the north each of the beach where there is already a gate installed. Mickey Hummel suggested, maybe we as a Town are missing something looking at this project. Maybe there is a company that can come in and look at our waterfront and come up with a better solution for launching kayaks. Mayor Frazer has instruction John Hofmann to prepare an RFP for this project for interested companies to take a look at the project and move forward.
- 2) Economic Development Committee – Banner Installation Proposal – Karen Ankerbrandt and Lisa Payne from the EDC Committee were in attendance and provided a Power Point Presentation on the proposed locations of the custom North Beach banners they would like to install in specific locations in Town. The Town is currently working on a streetscape plan to include landscaping and signage. The EDC feels the banners would fit perfectly in with the street scape design plan. John Hofmann will incorporate the plan the EDC has worked on into the streetscape proposal.
- 3) North Beach Vacation Rental Procedures: Joanne Hunt gave an overview on the vacation rental process in great detail reviewing the application the staff has prepared along with the steps to obtain the application from the Town Hall. All vacation properties will have to go through the process, weather they are in compliance with all current County or Town regulations. The Town will send a letter to vacation property owners 30 days prior to the 1st of June advising them of the new regulations.
- 4) Beach Fee Increase Discussion: Mayor Frazer would like to discuss the possible increase to several beach fees for the 2016 summer season. Joanne Hunt provided an analysis of revenue and expenditures for the Council consideration in the increases. The Council would like to discuss again at the March Council Meeting.

Meeting closed at 8:25 p.m. on a motion made by Randy Hummel to enter into Executive Session to discuss a real estate matter. Seconded by Ken Wilcox. All in favor. Motion carries.

Mark R. Frazer, Mayor

Council Members: Mike Benton Gregory McNeill Mickey Hummel Randy Hummel Gwen Schiada Kenneth Wilcox

Memo



CALVERT COUNTY SHERIFF'S OFFICE TWIN BEACHES PATROL

Date: March 2, 2016
To: Stacy Wilkerson
From: Corporal Thomas S. Phelps
Re: Sheriff's Office Report-North Beach

In February of 2016, the Sheriff's Office handled 120 calls for service in North Beach. This is up from 119 calls in January 2016.

(In February of 2015, the Sheriff's Office handled 138 calls for service in North Beach.)

Call Breakdown for February 2016:

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

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

Of the 120 calls, we handled:

- 1 DUI Arrests

Breakdown of Dispatched/Self Initiated Calls

Accident – 1	Eviction – 2	Traffic Complaint – 3
Alarm – 4	Firearms Complaint – 2	Traffic Control – 1
Animal Complaint – 1	Follow Up – 7	Traffic Enforcement – 2 (Stop Sign Enforcement)
Assault – 1	Found Property – 1	Parking Citations – 5
Assist Other Dept – 7	Notification – 1	
Assist Sick/Injured – 1	Parking Complaint – 6	
Attempt to Locate – 1	Patrol Check – 56	
Check Welfare – 1	Police Information – 2	
Conservor of Peace – 2	Special Assignment – 3	
Destruction of Property – 1	Summons Service – 3	
Disorderly – 4	Suspicious Person – 2	
Domestic – 3	Theft – 2	

****Note – The reportable incident totals on page 1 may differ from the dispatched totals on page 2. The breakdown on page 2 represents all calls dispatched/self-initiated by the sheriff's office. The totals listed on page 1 may be less due to factors the deputy learns upon arrival to the scene****

**TOWN OF NORTH BEACH
TREASURER'S REPORT**

Reporting Period 01/01/2016- 01/31/2016

PNC Bank:

Beginning Balance 01/01/2016	\$ 263,543.53	
Total Debits (+)	\$ 872,871.46	
Total Credits (-)	\$ 561,537.86	
 Ending Balance 01/31/2016	 \$ 574,877.13	 Last Year: \$ 613,058.48
 Investments (MLGIP/General Fund)	 \$ 2,386,729.30	 Last Year: \$2,035,180.93
(MLGIP/Sewer Capital)	\$ 34,015.81	Last Year: \$ 33,990.70
(MLGIP/Water Capital)	<u>\$ 7,431.03</u>	<u>Last Year: \$ 7,425.54</u>
Total Cash	\$ 3,003,053.27	Last Year: \$2,689,655.65

Cash Receipts over \$7,500.00

\$223,186.00- 12-G057 and 13- G066
 \$431,229.19- Dec. 2015
 \$ 80,521.30- State of MD- ACH Pymt.
 \$118,448.45 NFWF GRANT (Living Shore Line)

Cash Disbursements over \$7,500.00

\$ 29,100.34- Payroll W/E 01/02/2016
 \$ 27,529.41- Payroll W/E 01/16/2016
 \$ 91,446.74- Transfer
 \$111,182.57- PNC Bond Pymt.
 \$ 18,735.00- Comptroller of Maryland/MDE Flush Tax
 \$ 99,624.25- Calvert County Treasurer/3rd Qtr. Resident Deputy
 \$ 7,830.00- Southern Maryland Paving & Sealing/Dayton Ave.

To: Mayor Frazer and Town Council Members

From: Don Bowen DPW

Date: 3-10-2016

Subject: Monthly Report

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

- 1) The area experienced a snow event on 2-15-2016 where we received 5 inches of snow accumulation. DPW crew plowed and salt treated street during this event. Temperatures were fairly mild and salt treatment worked well.
- 2) The area experienced heavy rain on 2-16-16, We received 1.25 inches of rain in a short period which caused flooding at 5th street for a short time (5 pm to 7pm). DPW monitored storm water pumps and streets for placement of barricades when streets were flooded. On 2-24-16 the area again experienced heavy rains and high tides. Ninth Street experienced flooding during this event. Water level reached elevation 2.2 during this event. DPW cleaned up areas after each event.
- 3) DPW crew pulled grates and cleaned storm drain catch basins throughout town. Crew also has been working on drain pipes throughout town and will continue this action this month. DPW jetted storm drain collect system on Dayton Ave from 5th to 7thstreet.
- 4) DPW completed work on storm drain pipe extension in the alley between Dayton and Erie Aves. North of 4th street. Crew installed 60 feet of pipe, a new catch basin and two drain inlets at properties located in this area. DPW rebuilt alley to direct drainage to catch basin. System that was installed gave relief to a natural spring in that area, which was causing flooding of properties, located in that block. DPW and residents have observed a noticeable improvement in this area.

- 5) DPW has located all water and sewer connections on Dayton Ave. from 5th to 7th in order to begin work on relocation and replacing in preparation for new sidewalk in that area. Work to begin on this next week. Tree on east side of Dayton has been removed, two remaining are scheduled to be removed next week.
- 6) Replaced broken cleanout at 4012 10th street. Home owner called with sewage backup problem. When arriving at location found cleanout crushed and full of dirt and debris. Dug up cleanout repaired and jetted sewer line to clear blockage. Installed traffic bearing top on sewer cleanout at property that was located in driveway.
- 7) Continue to work with Environmental Concerns and John Hoffman on flood dike design changes. Mr. Hoffman will give further update as part of his report.

Please contact with questions or concerns.

Thanks Don Bowen DPW

MEMORANDUM

TO: Mayor & Town Council
FROM: John A. Hofmann, P.E. Town Engineer & Zoning Administrator JAH
RE: Monthly Report
DATE: March 2016

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

Flood Dike & Living Shoreline Projects

Construction for the Living Shoreline is substantially complete. Environmental Concerns will return to the site in the Spring to reestablish any plantings that do not survive the winter months. Town staff is presently evaluating E.C.'s recommended design revisions and cost impacts prior to them being presented to Town Council for approval.

Zoning Ordinance & Map

The March Council meeting will be the last legislative action to adopt the new Town Zoning Ordinance and Map.

Drainage & Roadway Projects

Design is completed for the Dayton Ave. sidewalk Project. A construction start will be scheduled when suitable weather allows.

The design for the 7th St. Outfall project is underway now that the system has been cleaned and assessment of the existing system is complete.

Maryland SHA Rt. 261 SHA Upgrade Project.

Town staff and the mayor will be meeting the SHA design team on Friday 4/18 to discuss options to address the Town's short comings in the SHA proposed design presented to the Town last fall.

Transient Slip Dredge Project.

Final permits are being prepared by MDE and US A COE. In the meantime we have issued a solicitation for Bids from marine contractors.

Beach Dredge Project

We will be applying for a new permit so the area can be dredged next winter and the sand that is removed from the waterway can be used for beach fill.

RFPs Performing Arts Center Feasibility Study & Streetscape recommendations

The PAC RFP has been issued, Proposals are due on April 18th.

The Town has received a proposal for the streetscape plan. This proposal is being reviewed for adequacy to address the Town's needs .

**CODE ENFORCEMENT REPORT
RESIDENTIAL AND BUSINESS INSPECTION**

1-Mar

	TYPE	ACTION	OUTCOME	COMMENTS
VEHICLES				
	no vehicles tagged in last 30 days			
BOATS				
TRAILERS				

	DATE	ADDRESS	ISSUES	ACTION	DATE FIXED
VIOLATION	3/24/15	4001 2nd Street	trash/debris/cars/shed	complying	on going
NOTICES	7/22/15	9212 Chesapeake	trash/debris/roof	roof completed/	citation
	2/1/16	9214 Bay Ave	retaining wall	letter sent	complied
	1/28/16	3910 2nd	trailer	letter sent	citation
	1/16/16	8933 Dayton	trailer	letter sent	complied
	1/16/16	8828a Erie	trash/unsightly	letter sent	complied
	1/16/16	4114 9th	construction material	letter sent	complied
	1/16/16	8917 Dayton	trash/unsightly	letter sent	complied
	1/15/16	4013 6th	trash/unsightly	letter sent	citation
	1/15/16	4000 6th	trash/unsightly	eviction	complied
	1/8/16	9470 Sea Breeze	outside storage	letter sent	partial
	1/8/16	3932 3rd	tree	letter sent	citation
	1/12/16	9552 Sea gull	maintenance issue	letter sent	complied
	1/12/16	9326 Sea Oat	maintenance issue	letter sent	complied
	1/12/16	9330 Sea Oat	maintenance issue	letter sent	complied
	1/12/16	9336 Sea Oat	maintenance issue	letter sent	complied
	1/12/16	9314 Sea Oat	maintenance issue	letter sent	complied
	1/12/16	9340 Sea Oat	maintenance issue	letter sent	complied
	1/12/16	9332 Sea Oat	maintenance issue	letter sent	complied
	1/12/16	9328 Sea Oat	maintenance issue	letter sent	complied
	1/12/16	9318 Sea Oat	maintenance issue	letter sent	complied
	2/15/16	4010 1st Street	trailer	letter sent	
	2/17/16	8929 Dayton	boat	letter sent	
	2/17/16	4013 7th	shed, overgrowth	letter sent	
	2/21/16	4032 8th	sheds, fence	letter sent	

MEMO

To: Mayor and Town Council
 From: Dawn Richardson
 Date: March 8, 2016
 RE: Monthly Report

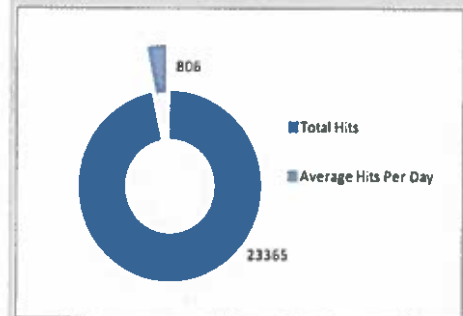


Below you will find the tasks I have performed and any insights that pertain to marketing and public relations for the Town of North Beach during the month of February 2016.

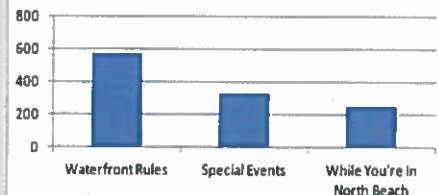
- Gathered information and photos and created the 2015 State of the Town.
- Attended the planning meeting for the End Hunger Dragon Boat Festival.
- Finalized and printed the 2016 Wedding Brochures and Local Vendor lists. These will be given to prospective brides and grooms to promote the pier and parks as wedding venues.
- Created and printed flyers for the annual Spring Community Cleanup to be held on April 16 and 17. The town provides dumpsters for residents to use and they will be located on the visitor's parking lot.
- Created and printed flyers to promote the annual Comcast Cares/Plant the Town to be held on April 23.
- Attended planning meetings for Sunrise: A Celebration of the Arts. This sculpture competition and Art Festival will be held in conjunction with the wine event on July 23. Also, designed the logo, created Call for Artists document, created and ordered postcards and continue to work on planning and begin promoting the event.
- Began working with Comcast on a television commercial to air this Spring.
- Met with members of the North Beach Loop Group about an opportunity to combine the town's Beyond the Boardwalk brochure with their Passport brochure.
- Designed and ordered business cards for town staff.



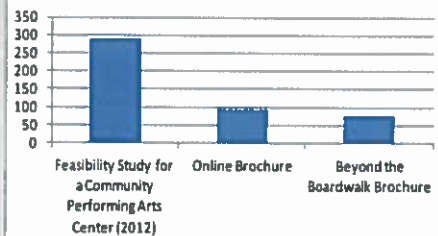
WEBSITE HITS & DOWNLOADS



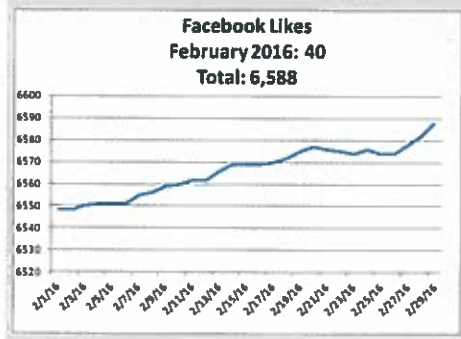
After visiting homepage, top 3 pages visited



Top 3 downloads



FACEBOOK LIKES



MEMO (cont'd)



- Created the Spring ad for the magazine, Southern MD This Is Living.
- Continued working on the RFP for the town website re-design.
- Finalized the 2016 Special Events flyer. Will begin to promote all events on the town website, social media, online event sites and event posters.
- Updated the Beach Pass and Parking Sticker application and uploaded to the website for the 2016 season.
- The main sign for Sunrise Garden is completed and was been installed by DPW.
- Daily tasks: website (updated calendar entries, created graphics for rotating banner, sent out News Around Town email blasts, uploaded council meeting packets and updated applications); Facebook (created posts to promote events and pertinent town information, shared posts from town businesses on North Beach Maryland page).
- Will begin to work on the Spring newsletter. Any submissions or suggestions for articles may be sent to me.



Memo

To: Mayor & Town Council
From: John Hofmann, P.E., Town Engineer
cc:
Date: March 9, 2016
Re: Award of Contract for Streetscape Design

In the process of issuing a RFP for the streetscape design and planning as a follow up to the CPAT recommendations for tree planting, entry way feature and the EDC's recommendation for banners and flags, we have obtained the attached proposal from CPH. CPH which is located in Beltsville, MD was the Town's design consultant at Sunrise Gardens.

The CPH proposal if approved will provide the Town plans and cost estimates which will be the basis for further Town decisions on projects to implements the CPAT's and EDC's recommendations.

Staff has reviewed the CPH proposal and recommend that it be approved for the proposed amount of \$14,970.00.

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
CPH, INC.
AND
TOWN OF NORTH BEACH, MD
FOR
CONCEPTUAL ANALYSIS FOR DOWNTOWN CORRIDOR IMPROVEMENT**



**IN
TOWN OF NORTH BEACH, MARYLAND**

March 8, 2016

This Agreement is composed of Part I and Part II. Part I includes details of the services to be performed, timing of the services, and compensations. Part II (attached) contains the CPH's Standard Hourly Rate Table and Standard Contract Provisions, which are the general terms of the engagement between Town of North Beach, herein after called the "CLIENT", and CPH, Inc., herein after called "CPH".

PART I

PROJECT DESCRIPTION

CLIENT has developed with the assistance of the American Planning Association (APA) a master plan for its business district. CLIENT wishes to obtain concept plans, recommendations, concept layouts and concept opinions of probable cost for following activities: (1) upgrade the appearance of Chesapeake Avenue from First Street to Seventh Street primarily by installing rows of trees along the corridor; (2) enhance the entry feature for the Town gateway at Chesapeake Avenue and First Street. CLIENT also wishes to evaluate the installation of flags and/or banners in areas throughout the downtown corridor.

SCOPE OF SERVICES

A. CONSULTANT

1.0 CONCEPTUAL DESIGN SERVICES

1. CPH will perform a limited assessment of the subject corridor based on site visits, review of aerial maps and other readily-available information. CPH will review the APA report and consult with Town represents to confirm the intent and goals of the project.
2. CPH will prepare up two conceptual designs for the project based on the assessment described above. These concepts may assume overhead utility lines will remain in place. Deliverables will include for each concept: a general layout plan, typical sections, typical plantings, typical hardscape materials and representative renderings. A brief narrative will be submitted explaining the results of the assessment and proposed elements of the concept plans. Conceptual opinions of probable costs, meant to provide ballpark cost ranges for each concept, will also be provided.
3. Pursuant to receiving review comments of the concept plan or plans, and the Mayor and Council's authorization to proceed with the project, CPH can prepare a proposal for Survey, Design Development and Construction Documents.

2.0 BANNER & FLAG ASSESSMENT

1. CPH will coordinate with the County to assess the feasibility of installing flags and/or banners in different areas of the downtown corridor. CPH will provide a preliminary assessment, identify possible obstacles, discuss logistics, impacts to

other facilities and potential high cost aspects of the plan. CPH will assist with making recommendations regarding location and placement of flags and/or banners. This scope does not include any structural engineering design or other final design services at this time.

2. If the Town decides to move forward with the flag and/or banner concept, CPH can prepare a proposal for final design and engineering services related to the accepted concept.

B. GEOTECHNICAL CONSULTANT

Not included in this scope at this time.

C. SURVEY

Not included in this scope at this time.

CLIENT-FURNISHED INFORMATION

It is understood that CPH will perform services under the sole direction of the CLIENT. In the performance of these services, CPH will coordinate its efforts with those of other project team members as required. The CLIENT shall provide CPH with project-related technical data including, but not limited to, the following:

- ❖ Existing drainage plans for the subject area if available.
- ❖ Previous drainage reports or calculations if available.
- ❖ Any existing survey and/or utility information.
- ❖ Any other pertinent information concerning this project to which the CLIENT may have access.

CPH will rely upon the accuracy and completeness of CLIENT-furnished information in connection with the performance of services under this Agreement.

CPH will begin performance of the above services upon verbal authorization followed by written authorization within 7 days of the verbal authorization to proceed is received. The schedule is also subject to timely delivery of information by the CLIENT and is exclusive of CLIENT and local review of interim products. If the CLIENT requests that work under this agreement be stopped, the schedule is subject to renegotiation when written authorization to continue is received.

TERM

This agreement allows the Town to hire CPH through the execution of Work Orders of similar services for future phases of this project, and other related projects throughout the Town of North Beach. Work Orders by the CLIENT shall include a detailed project description with an anticipated completion schedule. Prior to the CLIENT issuing the Work Order, the CLIENT may direct the CONSULTANT to submit to the CLIENT a "Proposal" for the Work Order. The CONSULTANT's Proposal shall include a detailed scope of services for the Work Order, a proposed method of compensation, and the CONSULTANT's proposed schedule of completion, and a listing of special reimbursable expenses. The CONSULTANT shall review Work Orders and notify the CLIENT in writing of inadequacies for CLIENT's correction, if warranted. This Agreement shall be for an initial three (3) year period from its date of execution and shall be automatically renewed annually thereafter unless terminated in writing by either party 30 days prior to the expiration date.

COMPENSATION

Labor

CPH will perform the Scope of Services contained in this Agreement as identified on each task, either lump sum or time and materials. Refer to the Standard Hourly Rate Schedule to be utilized on this project. The following is the break down of fees for each task.

Phase No.	Phase Description	Billing Method	Fee
A.	CONSULTANT		
1.0	Conceptual Design Services	Lump Sum	\$13,870.00
2.0	Banner & Flag Assessment	Lump Sum	\$1,100.00

TOTAL NOT TO EXCEED FEE **\$14,970.00**

Reimbursable Expenses

In addition to the labor compensation outlined above, CPH shall be reimbursed directly for project specific expenditures such as, but not limited to travel, printing and reprographics, meals, hotel stay, rental cars, postage, and telephone usage. Reimbursable expenses will be billed at their actual cost, without increase.

SERVICES NOT INCLUDED

The following services are not anticipated and, therefore, not included in this Agreement at this time:

- ❖ Expert witness for litigation.
- ❖ Public hearings and/or meetings.
- ❖ Construction plan preparation.
- ❖ Preliminary design services.
- ❖ Final design services.
- ❖ Construction staking.
- ❖ Permitting
- ❖ Floodplain compensation
- ❖ Stormwater modeling
- ❖ Environmental studies and coordination of environmental issues with the regulatory agencies.
- ❖ Geotechnical studies and additional testing required by the regulatory agencies.
- ❖ Off-site utility analysis and design.
- ❖ Off-site storm water analysis and design.

- ❖ Expediting the review process of the permits identified herein.
- ❖ Structural Engineering design of retaining walls.
- ❖ Fire Sprinkler System design (requirements for the system will be provided by CPH).
- ❖ Change Order preparation.
- ❖ Pay request review
- ❖ Review of an alternative product in lieu of the product called for on the plans and specifications.
- ❖ Special meetings with agencies, other consultants or CLIENT not normally required to perform the work described in the Scope of Services, except those meetings specifically identified in the above Scope of Work
- ❖ Special requests by lending institutions or other parties not essential to completing the work described in the Scope of Services
- ❖ Permitting efforts relating to obtaining variances for the site development including tree issues, setbacks, parking, etc.
- ❖ Design of Signage
- ❖ Storm water modeling and/or analysis of the existing storm water pond system for retrofitting of the existing site
- ❖ Traffic studies or signalization design
- ❖ Easement or right-of-way vacation or dedication services or platting services
- ❖ Electrical, Mechanical, or Structural Engineering services
- ❖ Design and permitting of buildings and structures including bridges, retaining walls, etc.
- ❖ Design and/or permitting efforts associated with the site improvements (paving, grading, drainage, utilities, etc.) for future phases of the project
- ❖ Services resulting from changes made by CLIENT following the completion of specific project tasks that require re-work by CPH
- ❖ Wetlands Permitting
- ❖ Flood Plain Analyses
- ❖ Site Specific Maintenance of Traffic Plans
- ❖ Any other issues not specifically described in this proposal
- ❖ Irrigation Design

Should work be required in any of these areas, or areas not previously described, CPH will prepare a proposal or amendment, at the CLIENT's request, that contains the Scope of Services, fee, and schedule required to complete the additional work item.

CPH, INC AUTHORIZATION



By:

Joshua Bryant, P.E.

Vice President

Date: 3/8/16

TOWN OF NORTH BEACH AUTHORIZATION

TOWN OF NORTH BEACH agrees with Part I which includes the Scope of Services, Compensation, Schedule, Part II, Standard Provisions, and Exhibits A, (attached hereto and acknowledged as being received). Together they constitute the entire Agreement between CPH, Inc. and TOWN OF NORTH BEACH.

Total Maximum Upset Labor & Lump Sum Fees for services proposed herein: **\$14,970.00 plus reimbursable expenses.**

It is understood that fees for the subject project, including but not limited to, application fees, impact fees, utility connection fees, review fees, etc., will be paid directly by TOWN OF NORTH BEACH.

Payment for services rendered will be due within forty-five (45) days of invoicing. Should TOWN OF NORTH BEACH choose to not complete the project at any phase of the project, CPH will be due any fees for services up to the time TOWN OF NORTH BEACH informs CPH in writing to stop work. Payment for services up to the time of TOWN OF NORTH BEACH'S notice will be due within thirty (30) days of the final invoice. Invoice payments must be kept current for services to continue. CPH reserves the right to terminate or suspend work when invoices become ninety (90) days past due. In event that the work is suspended or terminated as a result of non-payment, TOWN OF NORTH BEACH agrees that CPH will not be responsible for TOWN OF NORTH BEACH's failure to meet project deadlines imposed by governments, lenders, or other third parties. Neither is CPH responsible for other adverse consequences as a result of termination or suspension of work for nonpayment of the invoices.

This proposal is void if not executed and returned to the CONSULTANT within 30 days of the CONSULTANTS execution of the proposal.

By: _____

Title: _____

Date: _____

EXHIBIT A
Standard Provisions to Agreement

Agreement between TOWN OF NORTH BEACH (hereinafter referred to as "OWNER/CLIENT") and CPH, Inc. (hereinafter referred to as "CPH") for professional services which may include engineering, surveying, architecture, landscape architecture, environmental, forestry, planning, transportation/traffic, etc. dated March 8, 2016.

Standard of Care

CPH will endeavor to provide services in a manner consistent with the level of care and skill ordinarily exercised by other professionals under similar circumstances practicing in the same or similar locality. The standard of care shall be exclusively judged at the time services are rendered and not according to later standards. CPH makes no express or implied warranty with regard to its services.

Compensation, Out of Pocket and Subcontract Expenses

"Compensation" as used in the Agreement includes those costs which are connected with the conditions of employment and pay of the employees and include salaries of those employees directly engaged in the performance of the requested services and employer contributions for social security, workers compensation, unemployment and payroll taxes, medical and insurance benefits, retirement benefits, holiday and sick leave pay and other allowed benefits. "Out of Pocket Expenses" as used in the Agreement include such items as travel and subsistence, printing and reproduction, telephone/communications charges, freight, postage, computer and similar costs. "Subcontract Expenses" as used in this Agreement include subcontracts for special consultants such as licensed land surveyors, soils borings and geotechnical and geohydrological services, laboratory services, environmental scientist services and other professional scientific or technical service organizations.

Invoice payments are due upon receipt of the invoice and must be kept current for services to continue. Payment should be mailed to CPH, Inc. at 500 West Fulton Street, Sanford, FL 32771. If the OWNER/CLIENT fails to pay any invoice due within 45 days of the date of the invoice, CPH may, without waiving any other claim or right against OWNER/CLIENT, suspend services under this agreement until CPH has been paid in full all amounts due CPH and/or any of its consultants and subconsultants. OWNER/CLIENT shall pay CPH interest at 12% per annum on all invoices that remain unpaid for more than 45 days.

Additional Services

"Additional Services" of CPH are services which are not considered normal or customary basic services, except to the extent provided in the basic Agreement, and may include such items as preparation of grant or funding applications and supporting documents; additional services or costs resulting from significant changes in the scope or extent of the project or its design or project delays; providing renderings or models for the OWNER/CLIENT's use; preparing documents for alternate bids; furnishing the services of special consultants; resident project representation or resident inspection; services resulting from the award of additional separate contracts; special field surveys; reproducible Record Drawings or original Drawings; providing "as-built" drawings; additional services during construction; serving as a consultant or witness for the OWNER/CLIENT during any litigation, public hearing, etc.; and services normally furnished by the OWNER/CLIENT; or other services not otherwise specifically provided

for in the Agreement. Additional services are not included in the basic payment provisions of the Agreement except to the extent specifically provided herein.

Opinions of Cost

Since CPH has no control over the cost of labor, materials, equipment or services furnished by others, or over the CONTRACTOR(s)' methods of determining prices, or over competitive bidding or market conditions, our opinions of probable project cost and construction cost are made on the basis of our experience and qualifications and represent our best judgment as an experienced and qualified professional, familiar with the construction industry; but CPH cannot and does not guarantee that proposals, bids, or actual project costs or construction costs will not vary from opinions of probable cost prepared by us.

Use of Documents

All documents including Drawings and Specifications prepared by CPH pursuant to this Agreement belong to CPH and are instruments of our service in respect to the project. They are not intended or represented to be suitable for reuse by the OWNER/CLIENT on another project or any extension of this project, or for use by others on this project, any extension, or any other project. Rights to use of the documents by Owner/Client shall terminate in the event that Owner/Client fails to pay invoices as outlined herein.

Underground Utilities and Structures

The locations of all existing utilities shown on the drawings prepared by CPH will be based on surveys of at-grade or above grade physical culture (such as valve boxes, hydrants, utility poles, permanent markers) and surveying to pick up temporary utility locate markings provided by the utility. CPH assumes no responsibility for the accuracy of utilities shown by temporary markings provided by the utility or the locations of utilities based on other non-physical features (such as plans prepared by others including mark-ups of locations provided by the utility). The below grade vertical and horizontal locations of utilities will not be required to be surveyed by CPH, and consequently, CPH assumes no responsibility for the location of below grade utilities. The OWNER/CLIENT agrees to release CPH from any liability to OWNER/CLIENT for the failure to locate any existing utility where its physical location could not have reasonably been known based on the above.

Termination

The obligation to provide further services under this Agreement may be terminated by either party upon fifteen (15) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement through no fault of the terminating party. If the Agreement is terminated during prosecution of the services and prior to the completion of services, CPH shall be compensated by the OWNER/CLIENT for all services performed under this Agreement to the date of termination. In addition, CPH will be paid for all reasonable expenses resulting from such termination.

Construction Administration

Where construction administration is provided as a part of the basic services as outlined in the Agreement, CPH shall not be required to make exhaustive or continuous on-site inspections, but shall make periodic observations as may be outlined in more detail in the basic Agreement. CPH shall not be responsible for the means, methods, techniques, procedures of construction, or schedules selected by the CONTRACTOR or the safety precautions and programs incident to the work of the CONTRACTOR. CPH will

periodically visit the site at intervals outlined in the Agreement to become generally familiar with the progress of the work to keep the Owner advised of the work. CPH will observe the work of the CONTRACTOR to endeavor to determine if the work is in general conformance with the project documents. CPH shall not be responsible for the failure of the CONTRACTOR to perform the construction work in accordance with the Documents. CPH shall provide the OWNER/CLIENT with written notice of any uncorrected defects or deficiencies coming to its attention in the course of the periodic visits above-mentioned. During such visits and on the basis of its on-site observations, CPH may recommend to the OWNER that the CONTRACTOR's work be disapproved or rejected as failing to conform to the Documents. CPH shall not have the right or duty to stop the CONTRACTOR's work.

Professional Services Provided by Others

Surveying, soils, planning, architecture, landscape architecture, legal, accounting, construction inspection and other services may be provided by the OWNER/CLIENT or others on this project and the results furnished to CPH. It is agreed that CPH may rely upon the results of those services by others in performing its work without verification of same. CPH assumes no responsibility for the accuracy or technical adequacy of such professional services provided by others.

CPH's Approval for Payment

Approval of a CONTRACTOR's application for payment is an expression of opinion by CPH and shall at no time be considered as legal obligation on the part of CPH. Neither shall same be considered as an acceptance of any work or materials furnished. CPH's approval for payment is an expression of opinion by CPH that to the best of our knowledge, information and belief, the quality of the work included for payment is in general accordance with the Contract Documents (subject to an evaluation of the work as a functioning improvement upon substantial completion and to the results of any subsequent tests or inspection made). By approving an application for payment, CPH will not be deemed to have represented that we have made any examination of how or for what purpose any CONTRACTOR has used the money paid on any of the CONTRACTOR's work or that title to any of the CONTRACTOR's work, materials or equipment has passed to the OWNER/CLIENT, free and clear of any liens, claims, security interests or encumbrances.

Checking of Shop Drawings

Checking of shop drawings is only for general conformance with the design concept of the project and general compliance with the information given in the Contract Documents. Any action shown is subject to the requirements of the Plans and Specifications. It is the CONTRACTOR's responsibility and not that of the CPH, for dimensions which shall be confirmed and correlated at the job site; fabrication processes and techniques of construction; coordination of his work with that of all other trades and the satisfactory performance of his work.

Pre-existing Contaminants

CPH shall not be considered a generator, transporter, or disposer of materials affected by regulated contaminants. Because involvement with OWNER/CLIENT's contaminated substances can expose CPH to severe risks, OWNER/CLIENT shall, to the fullest extent permitted by law, waive any claim against CPH, and indemnify, defend, and hold CPH harmless from any claim or liability for injury or loss allegedly arising from CPH's involvement with OWNER/CLIENT's contaminated substances. OWNER/CLIENT shall also compensate CPH for any time spent or expense incurred by CPH in defense of

any such claim. Such compensation shall be based on CPH's prevailing fee schedule and expense reimbursement policy.

Site Safety Responsibilities

CPH's site responsibilities are limited solely to the activities of CPH and CPH's employees on the site. These responsibilities shall not be inferred by any party to mean that CPH has responsibility for site safety for any reason. Safety in, on, or about the site is the sole and exclusive responsibility of the Contractor alone. The Contractor's methods of work performance, superintendence of the contractor's employees and subcontractors, and sequencing of construction are also the sole and exclusive responsibility of the Contractor alone. OWNER/CLIENT warrants that: 1) these responsibilities will be made clear in OWNER/CLIENT's agreement with the Contractor; 2) OWNER/CLIENT's agreement with the Contractor shall require the Contractor, to the extent of Contractor's negligence, to indemnify, defend, and hold OWNER/CLIENT and CPH harmless up to a limit of \$1,000,000 from any fine, penalty, claim, or liability for injury or loss arising from OWNER/CLIENT'S or CPH's alleged failure to exercise site safety responsibility; and 3) OWNER/CLIENT's agreement with the Contractor shall require the Contractor to make OWNER/CLIENT and CPH additional insureds under the Contractor's general liability insurance policy, which insurance protection shall be primary protection for OWNER/CLIENT and CPH, and shall hold OWNER/CLIENT and CPH harmless from claims, losses, and defense cost arising from the negligence of contractor or subcontractor on any tier up to a limit of \$1,000,000. Given the foregoing, OWNER/CLIENT also shall, to the fullest extent permitted by law, waive any claim against CPH, and indemnify, defend, and hold CPH harmless up to a limit of \$1,000,000 from any claim or liability for injury or loss arising from CPH's alleged failure to exercise site safety responsibility. OWNER/CLIENT also shall compensate CPH for any time spent and attorney fees and expenses incurred by CPH in defense of any such claim. Such compensation shall be based upon CPH's prevailing fee schedule and expense reimbursement policy. (The term "any claim" above referenced shall include, but not limited to, any claim for breach of contract, tort, or statute alleging negligence, errors, omissions, strict liability, statutory liability, breach of warranty, negligent misrepresentation, or other acts giving rise to liability.)

Governing Law, Venue, Jurisdiction

This instrument is to be interpreted and construed according to the laws of the State of Florida. It is agreed between the parties to this contract that any litigation, lawsuit or court action of any character arising from this agreement shall be filed and/or defended in Seminole County, Florida. All parties under this contract hereby voluntarily submit to the exclusive jurisdiction of the Florida Courts and the exclusive venue in Seminole County, Florida and do hereby waive any objections to either personal or subject matter jurisdiction of the Florida Courts or to said venue.

Attorney Fees and Costs

In connection with any dispute arising out of this Contract, each party shall be responsible for their own attorney's fees and costs incurred for services rendered in connection with such dispute, including appellate proceedings and post judgment proceedings.

Waiver of Consequential Damages

OWNER/CLIENT and CPH mutually agree to waive all claims for consequential damages against each other and each other's respective officers, directors, and employees from any and all claims arising out of the project, including, but not limited to, loss of

use, lost profits, and delay damages, against each other, arising from disputes, claims, or other matters relating to this Agreement.

Delay In Performance

Neither the OWNER/CLIENT nor CPH shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. Such circumstances shall include, but are not limited to, abnormal weather conditions, floods, earthquakes, fire, epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and delay in or inability to procure permits, licenses, and authorizations from any local, state or federal agency; for any supplies, materials, accesses, or services required to be provided by either the OWNER/CLIENT or CPH under this Agreement. A reasonable extension of time for delay in performance caused by any such circumstances shall be granted. Should such circumstances occur, the non-performing party shall within a reasonable time of being prevented from performing give written notice to the other party describing the circumstances preventing continued performance and efforts being made to resume performance under this Agreement.

Project Development, Approvals and Scheduling

CPH will, in the course of its work, attempt to generally identify issues that would adversely affect the development of the site for use as proposed by the Owner/Developer. However, CPH cannot control the regulatory process, actions of others, or unforeseen conditions and does not guarantee that the project can be developed for use as proposed, nor does CPH guarantee the timing of or ultimate regulatory approval of the site for development as proposed.

The local, state, and federal entities and authorities ("Authorities") having jurisdiction over the project may or may not approve the proposed use of the project. Additionally, it is uncertain how long those Authorities will take to consider and to take action on the applications for the proposed use of the project. Said decisions and approvals are subject to the decision making process of those Authorities. Therefore, CPH cannot represent or guarantee that said Authorities will approve, in whole or in part, the requested use of the project or that the decision making process will be timely for the project's use, or that the Authorities will grant variances applicable to the project. Therefore, the OWNER/CLIENT bears the risk of non-approval of the proposed use and the timing thereof. The OWNER/CLIENT needs to consider the ramifications to it if the project is not approved or only approved in part.

Limitation of Liability:

Site Check Studies

OWNER/CLIENT acknowledges that CPH's Site Check Studies pursuant to this Agreement are general in nature and are performed before design is started or completed. OWNER/CLIENT acknowledges the recommendation of CPH that the OWNER/CLIENT should not close on the subject property unless and until all applicable agency approvals are obtained and the permitting process is completed. If OWNER/CLIENT elects to close on the subject property prior to that time, OWNER/CLIENT accepts all risks and liability arising from closing prior to obtaining all applicable agency approvals and completion of the permitting process and releases CPH and CPH's officers, directors, and employees from all claims thereof.

In order to allocate the relative risks and benefits of the project between the parties, the OWNER/CLIENT agrees to limit the liability of CPH and CPH's officers, directors, and employees for any and all claims arising from CPH's or CPH's officers', directors', and employees' professional acts, negligence, errors, omissions, breach of this contract, or indemnity relating to CPH's Site Check Studies under this contract such that the total aggregate liability of CPH and CPH's officers, directors, and employees to the OWNER/CLIENT shall not exceed the fee for the Site Check Study paid by OWNER/CLIENT to CPH under this Agreement or \$10,000, whichever is greater.

Design and Other Professional Services

OWNER/CLIENT acknowledges that CPH's services pursuant to this Agreement are to assist the client and are for the scope of services as outlined in the attached contract. In order to allocate the relative risks and benefits of the project between the parties, the OWNER/CLIENT agrees to limit the liability of CPH and CPH's officers, directors, and employees for any and all claims arising from CPH's or CPH's officers', directors', and employees' professional acts, negligence, errors, omissions, breach of this contract, or indemnity, such that the total aggregate liability of CPH and CPH's officers, directors, and employees to the OWNER/CLIENT shall not exceed the fee paid by OWNER/CLIENT to CPH under this Agreement or \$50,000, whichever is greater.

Standard Hourly Rates

Rates & Reimbursables

MARYLAND RATES	
Category	Rate
Principal	\$175
Sr. Project Manager	\$165
Project Manager	\$153
Professional Engineer	\$145
Sr. Project Engineer	\$140
Project Engineer	\$130
Project Designer	\$125
Principal Traffic Engineer	\$165
Sr. Traffic Engineer	\$150
Traffic Engineer	\$130
Traffic Analyst	\$120
Principal Environmental Scientist	\$165
Senior Environmental Scientist	\$145
Environmental Scientist	\$110
GIS Analyst	\$120
Arborist	\$135
Principal Planner	\$165
Sr. Planner	\$145
Planner	\$115
Principal Architect	\$170
Sr. Architect	\$160
Senior Architectural Manager	\$150
Architect	\$145
Architectural Designer	\$115
Architectural Coordinator	\$105
Senior Structural Engineer	\$165
Structural Engineer	\$130
Principal MEP Engineer	\$165
MEP Project Designer	\$125
MEP Design Technician	\$110
Principal Landscape Architect	\$165
Sr. Landscape Architect	\$135
Landscape Architect	\$120
Sr. Landscape Designer	\$115
Landscape Designer	\$95

MARYLAND RATES	
Category	Rate
Project Coordinator	\$105
Sr. Design Technician	\$125
Design Technician	\$115
Sr. CADD Technician	\$100
CADD Technician	\$90
Senior Graphic Designer	\$140
Graphic Designer	\$75
Administrative	\$80
Clerical II	\$65
Clerical I	\$45
Network Admin. (I)	\$85
Sr. Construction Manager	\$135
Construction Manager	\$125
Construction Field Representative II	\$110
Construction Field Personnel I	\$90
Principal Surveyor	\$145
Sr. Professional Surveyor	\$130
Professional Surveyor and Mapper	\$125
Field Technician/Designer	\$105
Surveyor In Training	\$100
Survey Project Manager/CADD	\$100
Field Crew Coordinator	\$85
Survey Party Chief	\$75
Survey Instrument Man	\$65
Surveying Sr CADD Tech	\$90
Surveying CADD Tech	\$75
Survey Crew (2 Man)	\$135
Survey Crew (Construction Staking - 2 Man)	\$160
Survey Crew (3 Man)	\$165
GPS (1 Man) / Robotics	\$130
GPS (2 Man)	\$165
1 Man Scanner/Laser Survey Crew	\$265
2 Man Scanner/Laser Survey Crew	\$290

Schedule of Reimbursable Charges

Copies (B&W)		Plots (B&W)		Mileage	At Current IRS Rates
8.5 x 11	\$0.05 Each	11 X 17	\$ 0.21 Each	Phone	At Cost
8.5 x 14	\$0.10 Each	12 X 18	\$ 0.24 Each	Postage	At Cost
11 x 17	\$0.20 Each	15 X 21	\$ 0.35 Each	Outside Reimbursables	At Cost
		34 X 22	\$ 0.83 Each		
Copies (Color)		24 X 36	\$ 0.96 Each		
8.5 x 11	\$0.25 Each	30 X 42	\$ 1.42 Each		
8.5 x 14	\$0.30 Each	36 X 48	\$ 1.92 Each		
11 x 17	\$0.35 Each				
		Plots (Color/Bond)			
Mylars		24 x 36	\$24.00 Each		
24 x 36	\$0.00 Each	30 x 42	\$35.00 Each		
32 x 42	\$13.00 Each	36 x 48	\$48.00 Each		

Billing and Reimbursable Rates Are Subject To Periodic Review and Adjustment.
Updated: August 5, 2015



Town of North Beach
8916 Chesapeake Avenue
North Beach, Maryland 20714

ORDINANCE NO: 16-01

AN ORDINANCE ADOPTING A CODIFICATION AND REVISION OF THE ZONING ORDINANCES OF THE TOWN OF NORTH BEACH, COUNTY OF CALVERT, STATE OF MARYLAND; PROVIDING FOR THE MAINTENANCE OF SAID ORDINANCE; REPEALING AND SAVING FROM REPEAL CERTAIN ORDINANCES; ESTABLISHING A PENALTY FOR ALTERING OR TAMPERING WITH THE ORDINANCE; AND MAKING CERTAIN SUBSTANTIVE CHANGES IN PREVIOUSLY ADOPTED ORDINANCES

WHEREAS, the Town of North Beach through the North Beach Planning Commission and the Mayor and Town Council have undertaken a complete review and revision of the Town of North Beach Zoning Ordinance;

WHEREAS, the Planning Commission and the Mayor and Town Council have held numerous public hearings on the revision of the Zoning Ordinance;

NOW, THEREFORE, BE IT ENACTED AND ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF NORTH BEACH, MARYLAND:

§ 1-1. Adoption of Ordinance.

The various chapters and articles of the Zoning Ordinance of the Town of North Beach, Attached hereto, consisting of Articles 1 thru 10 and any appendix are hereby approved, adopted, ordained and enacted as the "Zoning Ordinance of the Town of North Beach," hereinafter known and referred to as the "Ordinance."

§ 1-2. Ordinance supersedes prior ordinances.

This Zoning Ordinance shall supersede all previously adopted Zoning Ordinance of the Town of North Beach except such ordinances as are hereinafter expressly saved from repeal or continued in force.

§ 1-3. When effective; continuation of existing provisions.

A. All provisions of this ordinance shall be in full force and effect on the day of final adoption of this ordinance pursuant to §7-300 et seq. of the zoning ordinance. The Mayor and Town Council specifically find that this Ordinance is consistent with the Town comprehensive plan and find that a proper joint public hearing with the Planning Commission has been held pursuant to the requirements of §7-300 of the 300 et seq. of the Zoning Ordinance.

B. The provisions of the Ordinance, insofar as they are substantively the same as those of the legislation in force immediately prior to the enactment of this Ordinance, are intended as a continuation of such legislation and not as new enactments, and the effectiveness of such provisions shall date from the date of adoption of the prior legislation.

§ 1-4. Copy of Ordinance on file.

A copy of the Zoning Ordinance in loose-leaf or post binder form has been filed in the office of the Town Clerk and shall remain there for use and examination by the public until final action is taken on this ordinance, and if this ordinance shall be adopted, such copy shall be certified to by the Town Clerk by impressing thereon the Seal of the Town of North Beach, and such certified copy shall remain on file in the office of the Town Clerk of the town, to be made available to persons desiring to examine the same during all times while the Ordinance is in effect.

§ 1-5. Amendments to Ordinance.

Any and all additions, amendments or supplements to the Ordinance, when passed and adopted in such form as to indicate the intent of the Town Council to make them a part thereof, shall be deemed to be incorporated into such Ordinance so that reference to the "Zoning Ordinance of the Town of North Beach" shall be understood and intended to include such additions and amendments. Whenever such additions, amendments or supplements to the Ordinance shall be adopted, they shall thereafter be printed and, as provided hereunder, inserted in the loose-leaf or post binder book containing said Ordinance as amendments and supplements thereto.

§ 1-6. Publication and filing.

The Town Clerk of Town of North Beach, pursuant to law, shall cause to be published, in the manner required, a notice of the passage of this ordinance in a newspaper of general circulation in the town. Sufficient copies of the Ordinance shall be maintained in the office of the Town Clerk for inspection by the public at all times during regular office hours. Publication of such notice, coupled with availability of copies of the Ordinance for inspection by the public, shall be deemed, held and considered to be due and legal publication of all provisions of the Ordinance for all purposes.

§ 1-7. Ordinance book to be kept up-to-date.

It shall be the duty of the Town Clerk, or someone authorized and directed by the Town Clerk, to keep up-to-date the certified copy of the book containing the Ordinance required to be filed in the Town Clerk office for the use of the public. All changes in said Ordinance and all ordinances adopted subsequent to the effective date of this codification which shall be adopted specifically as part of the Ordinance shall, when finally adopted, be included therein by reference until such changes or new ordinances are printed as supplements to said Ordinance books, at which time such supplements shall be inserted therein.

§ 1-8. Altering or tampering with Ordinance; penalties for violation.

It shall be unlawful for anyone to improperly change or amend, by additions or deletions, any part or portion of the Ordinance or to alter or tamper with such Ordinance in any manner whatsoever which will cause the law of the Town of North Beach to be misrepresented thereby. Any violation of this section shall be punishable as a misdemeanor, the penalty for which shall be a fine not to exceed \$1,000 or imprisonment for a term not to exceed six months, or both such fine and imprisonment.

§ 1-9. Construction of Ordinance.

A. Titles of sections. The titles of the several sections of the Ordinance are intended as mere catchwords to indicate the contents of the sections and shall not be taken to be a part of such sections.

B. References to the laws of other jurisdictions. Whenever a provision of the Ordinance refers to any portion of a state or county law, the reference includes any subsequent amendment to that law, unless the referring provision expressly provides otherwise.

§ 1-10. Severability.

A. Severability of Ordinance provisions. Each section of the Ordinance and every part of each section is an independent section or part of a section, and the holding of any section or a part thereof to be unconstitutional, void or ineffective for any cause shall not be deemed to affect the validity or constitutionality of any other sections or parts thereof.

B. Severability of ordinance provisions. Each section of this ordinance is an independent section, and the holding of any section or part thereof to be unconstitutional, void or ineffective for any cause shall not be deemed to affect the validity or constitutionality of any other sections or parts thereof.

§ 1-11. Inconsistent ordinances repealed.

All ordinances or parts of ordinances inconsistent with the provisions contained in the Zoning Ordinance adopted by this ordinance are hereby repealed; which is not in conflict with the Zoning Ordinance.

§ 1-12. Changes in previously adopted ordinances.

In compiling and preparing the ordinances for adoption and revision as part of the Zoning Ordinance, certain grammatical changes and other minor changes were made in one or more of said ordinances. It is the intention of the Town Council that all such changes be adopted as part of the Zoning Ordinance as if the ordinances so changed had been previously formally amended to read as such.

§ 1-13. Deposit of copies with state agencies.

Pursuant to Maryland State Law a copy of the Zoning Code of the Town of North Beach shall be deposited with the Maryland Department of Legislative Reference.

§ 1-14. Consistent with Comprehensive Plan.

Mayor and Town Council specifically find that this ordinance is consistent with the Town of North Beach Comprehensive Plan.

AND BE IT FURTHER ORDAINED by the Mayor and Council of the Town of North Beach that upon passage of this Ordinance the same shall be authenticated by the signature of the Mayor and

Town Clerk to be recorded among the Town books kept for that purpose and that a certified copy of this Ordinance shall be posted and advertised pursuant to Sec. 19-311 of the Town Charter.

AND BE IT FURTHER ORDAINED that this Ordinance shall become effective on the 30th of March, 2016 after being read after two (2) consecutive Town Meetings as mandated by Sec. 19-311 of the Town Charter.

By order of the Mayor and Council

Mark R. Frazer, Mayor

ATTEST:

Stacy L. Wilkerson, Town Clerk

VOTE:

_____ Benton
_____ Hummel
_____ Hummel
_____ McNeil
_____ Schiada
_____ Wilcox

CERTIFICATION

I, HEREBY CERTIFY, that as the duly appointed Town Clerk, that the foregoing **ORDINANCE NO: 16-01** was adopted on the 10th day of March 2016, with Council Members present and voting with _____ Aye and _____ Nay votes.

Stacy L. Wilkerson. Town Clerk