

## **Motion to Authorize the OPA President to Execute the Seacrets Beach Club Lease**

**For Inclusion in Special Meeting to Be Held : March 24, 2016 ---  
Tom Terry**

### **Motion:**

The Board of Directors authorizes the president to execute the Seacrets Beach Club Lease referenced in a June 5<sup>th</sup>, 2015 letter. (Contract and letter attached)

Background: Seacrets leases parking spaces from the OPA to be used in off hours. This has been an ongoing relationship between the OPA and Seacrets.

Impact: Establishes a five year agreement between the parties with an escalation of fees each year as described in the proposed contract.

LAW OFFICES  
WILLIAMS, MOORE, SHOCKLEY & HARRISON, L.L.P.

UNIT 2  
10441 RACETRACK ROAD  
BERLIN, MARYLAND 21811

MARCUS J. WILLIAMS (1923-1995)  
JOSEPH E. MOORE  
RAYMOND C. SHOCKLEY  
JOSEPH G. HARRISON, JR.  
J. RICHARD COLLINS  
REGAN J.R. SMITH  
CHRISTOPHER T. WOODLEY

(410) 641-8080  
TELEFAX (410) 641-8282

MAILING ADDRESS:  
P.O. BOX 1530  
BERLIN, MARYLAND 21811

MAIN OFFICE  
3509 COASTAL HIGHWAY  
OCEAN CITY, MD 21842  
(410) 289-3553  
TELEFAX (410) 289-4157

WILLIAM H. CATHELL

June 5, 2015

OF COUNSEL

EDWARD H. HAMMOND, JR. (1942-2011)

Bob Thompson, General Manager  
Ocean Pines Association, Inc.  
239 Ocean Parkway  
Ocean Pines, MD 21811

RE: Seacrets Beach Club Lease (east side of Coastal Highway)

Dear Bob:

Enclosed please find a copy of the Renewal for the Ocean Pines Beach Club Oceanside Parking Lot Lease that will expire at the end of this season.

I have revised it so that it begins May of next year and is the standard five years with the standing three percent per year increase as per the discussions on the prior renewal of the Bayside Lease.

Please call if there are any questions or concerns regarding this.

Sincerely,

  
Regan J.R. Smith

RJRS/vmp  
Enclosure

## MEMORANDUM OF LEASE

**THIS LEASE**, made this \_\_\_\_ day of \_\_\_\_\_ 2016, by and between **OCEAN PINES ASSOCIATION, INC.**, a Maryland Corporation, hereinafter called "Lessor", and **LEIGHTON'S WEST END, LLC**, a Maryland limited liability company, hereinafter called "Lessee", witnesseth:

The property hereby leased, being designated as the southerly lane of the parking lot used by the patrons of the Ocean Pines Beach Club between 49th and Streets and Ocean Front, Ocean City, Maryland, together with the parking spaces adjacent thereto, same being designated as approximately the southerly 1/4 of the parking lot, with the Lessee having no rights in any other portion of the property used as the Ocean Pines Beach Club, except as hereinafter provided.

1. The term of the lease shall be for a period of five (5) years, beginning on May 1, 2016 and terminating on April 30, 2021 for the daily hours from 4 p.m. to 3 a.m. Provided, however, that during the time of the year when the Ocean Pines Beach Club is not open (in the off season) the Lessee may use the parking area hereby leased during the hours that the Seacrets premises is open. Each lease year shall from May 1<sup>st</sup> to April 30<sup>th</sup>.

2. (a) The rental amount for the period beginning May 1, 2016 shall be Sixty Three Thousand Five Hundred Fourteen Dollars (\$63,514.00) and shall be payable by June 1, 2016.

(b) The rental amount for the period beginning May 1, 2017 shall be Sixty Five Thousand Four Hundred Nineteen Dollars (\$65,419.00) and shall be payable by June 1, 2017.

(c) The rental for the period beginning May 1, 2018 shall be Sixty Seven Thousand Three Hundred Eighty Two Dollars (\$67,382.00), and shall be payable by June 1, 2018.

(d) The rental for the period beginning May 1, 2019 shall be Sixty Nine Thousand Four Hundred Two Dollars (\$69,402.00) and shall be payable by June 1, 2019.

(e) The rental for the period beginning May 1, 2020 shall be Seventy One Thousand Four Hundred Eighty Four Dollars (\$71,484.00) and shall be payable by June 1, 2020.

During the season when the Ocean Pines Beach Club is open, Lessee agrees that it shall maintain an appropriate barrier at the point of access from 49th Street consisting of steel poles, chain and lock, in order to prevent (a) unauthorized access, (b) access beyond the hours of availability to the aforesaid parking lot.

3. Lessee shall be responsible for the removal of all trash from the parking lot on a daily basis. Such removal shall include the parking lot itself, curb and gutter areas, and any landscaping areas adjacent to said lot. Lessee shall also maintain and grade the stone surface in the lot, and also align and straighten the parking bumpers, if necessary.

4. Lessee shall maintain the present sign, subject to the approval of Lessor, informing its patrons and the public of the limitation of use as set forth herein, and shall provide such notice as is required by the Code of Ocean City, so as to advise patrons and the public that any motor vehicles left on the premises after 3 a.m. shall be towed or removed; and Lessee shall be responsible for the removal of all cars on a daily basis remaining after the hour of 3 a.m. (said cars to be removed from the premises prior to 8 a.m.), this requirement being in effect during the season when the Ocean Pines Beach

Club is open. In the event that any governmental agency requires lighting to be erected in the parking area, Lessee shall be responsible for said lighting and shall provide same in a manner acceptable to Lessor; and Lessee shall be solely responsible for the payment of electricity for the sign lighting and for any additional required lighting.

5. Lessee shall provide a security guard for the premises and said guard shall be required to regularly patrol the premises so as to effectively avoid vandalism, malicious mischief, or any other noxious activities and to regulated and control parking by the Lessee on the premises during the hours of 8 p.m. to 3 a.m. The Lessee agrees to make provisions to allow Ocean Pines Association property owners who process and display a current OPA parking permit to park in the lot during the hours of 4:00 p.m. to 3:00 a.m.

6. Lessee shall carry Owner's/Landlord/Tenant's liability insurance in an amount not less than Three Hundred Thousand Dollars (\$300,000.00) per person, and One Million Dollars (\$1,000,000.00) per occurrence, and shall provide proper certificates of insurance to the Lessor. Lessee will hold Lessor harmless for any damages, which may occur to customer's vehicles while parked on the lot during the specified, times contained in paragraphs 1 and 4.

7. The parties agree that nothing herein shall be construed to give Lessee, its agents, servants or invitees, the right to use any portion of the property except the southerly portion of the parking lot as herein above described, and then only for the time period and upon the conditions set forth herein.

8. Lessee agrees that in the event that the use and occupancy of the parking lot, as set forth herein, results in any legal claim being made by Boise Cascade Home and Land

Corporation, or its successors in interest, then Lessee shall upon ten (10) days notice, quit the premises. Lessee shall be refunded a pro-rata share of its rent in this event.

9. Lessee shall, in addition to the payments under this Lease, be solely responsible for the payment of all State and County real estate taxes, which have been assessed as a result of the imposition of this Lease. Lessee shall pay same promptly upon receipt of any tax bill, either directly from the taxing authority, or through the Lessor's notification to Lessee.

10. Lessee shall have the right to provide parking lot illumination in the area of the lot used by it provided it complies with the following:

(a) The type and style of illumination is approved by the Ocean Pines Association, Inc. Board of Directors.

(b) Lessee shall pay for all costs related to the installations or replacements of said light fixtures.

(c) The electricity used for the illumination will be provided by Lessee and the payment of all costs of electricity shall be borne by Lessee.

(d) Lessee shall have the right to remove the light fixture pole and lamp in the event of termination of the Lease but the foundation and wiring of said light fixtures would remain and, upon termination of the lease become the property of the Lessor.

**AS WITNESS** the hands and seals of the parties hereto, all as of the day and year first herein written:

ATTEST:

OCEAN PINES ASSOCIATION, INC.

By: \_\_\_\_\_  
Patrick Renaud, President  
"Lessor"

ATTEST:

LEIGHTON'S WEST END, LLC

\_\_\_\_\_

By: \_\_\_\_\_  
Leighton W. Moore, Jr., General  
Manager  
"Lessee"

STATE OF MARYLAND, WORCESTER COUNTY, TO WIT:

I HEREBY CERTIFY; that on this \_\_\_\_ day of \_\_\_\_\_, 201\_\_, before me the undersigned officer, a Notary Public in and for the State and County aforesaid, personally appeared **PATRICK RENAUD**, who acknowledged himself to be the President of **OCEAN PINES ASSOCIATION, INC.**, a Maryland Corporation, and who made oath, in due form of law, that the within and foregoing Memorandum of Lease is the corporate act and deed of said corporation, and further made oath that he is the duly authorized officer of said corporation for the purpose of making this affidavit.

AS WITNESS my hand and Official Seal

My Commission Expires: \_\_\_\_\_ Notary Public

STATE OF MARYLAND, WORCESTER COUNTY, TO WIT:

I HEREBY CERTIFY, that on this \_\_\_\_ day of \_\_\_\_\_, 201\_\_, before me the undersigned officer, a Notary Public in and for the State and County aforesaid, personally appeared **LEIGHTON W. MOORE, JR.**, who acknowledged himself to be the General Manager of **LEIGHTON'S WEST END, LLC**, a Maryland Limited Liability Company, and who made oath, in due form of law, that the within and foregoing Memorandum of Lease is the act and deed of said company, and further made oath that he is the duly authorized General Manager of said company the purpose of making this affidavit.

AS WITNESS my hand and Official Seal

My Commission Expires: \_\_\_\_\_ Notary Public





Jack Collins

### **Motion**

To write, post and let a request for proposal (RFP) for bids for the renovation of the existing bath house located within the beach club facility. This posting is to occur on or before 4/15/16 stating a deadline of submission of 5/30/16. Construction is to commence by mid October 2016 and completed for the spring/summer season of 2017.

### **Background**

Preliminary information has been provided to the BoD on January 28, 2016 with plans, specifications and cost estimated by and experienced builder who has broad acceptance in the Ocean City business community.

Costs and regulatory requirements for a separate building are excessive as documented by the enclosed report made available to the BoD on or about March 2, 2016.

This venue is one of the most popular amenities and requires immediate attention.

This venue generates positive cash flow of \$125,000+/- per year.

### **Discussion**

Since the fiscal 2016/2017 year budget is approved and monies are allocated for the project and the report indicating the prohibited expense, planning and regulatory requirements of a separate building greatly increase the cost of the project, there is no need to delay the issuance of a RFP.

### **Timeline:**

April 15- Posting/issuing of RFP

May 30- Deadline for response/ Completed bids

June/July- Selection of successful bidder and contract generation

Mid October- Start of renovation/ Construction of the bath house

April 2017- Completion of project

## SENS, INC.

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P.O. BOX 985 BERLIN, MD 21811 (410) 629-0775 FAX (410) 629-0778

February 26, 2016

Mr. Marvin Steen  
Steen Associates, Inc.  
627B Ocean Parkway.  
Ocean Pines, MD 21811

Re: Ocean Pines Beach Club  
49<sup>th</sup> Street  
Ocean City, MD

Mr. Marvin Steen:

I have talked to Blaine Smith, Gayle Blazer, and Kevin Brown about the renovation to the existing Ocean Pines Beach Club lower level bathroom/locker room area and the construction of a new bathroom/locker room building.

The renovation of the existing bathroom/locker room and any renovations in the past 10 years would not be able to exceed 50 % of the current value of the building or the entire building may be required to be brought up to the current codes. No Civil drawings would be required as all the work is within the existing building and no Structural drawing would be required as the existing structure is not being altered. Architectural and MEP drawings would be the only drawings required. The cost of the building permit would be \$7,401.60, the Fire Marshall fee would be \$1,480.32, and the impact fee would be 6 additional fixtures at \$346.00 each or \$2,076.00 for a total of \$10,957.92. The drawing process would be approximately three weeks and the permit proceed would be approximately three weeks.

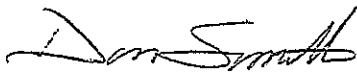
The construction of a new build would require Civil drawings for the area disturbed and storm water management would be included. The new building would require full Architectural, Structural, and MEP drawings for the permit process. Since the building is East of Coastal Highway piling would be required for the foundation. The drawing process would be much longer as existing site would be required to be surveyed and the location of the new building determined before Civil drawings would be able to start. A design would be required for the new building before Architectural, Structural, and MEP

drawings were started. A soil reports would be required to design the piling and foundation for the Structural drawings. The drawings process would be approximately six to eight weeks. The permitting process would be approximately six to eight weeks

This is a quick summary of both options and the approximate time involved in the drawing and permitting process

We look forward to working with you on this project and should you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in cursive script, appearing to read "Don Smith".

Don Smith  
Sens, Inc.

# **SENS, INC.**

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P.O. BOX 985 BERLIN, MD 21811 (410) 629-0775 FAX (410) 629-0778

November 4, 2015

Mr. Marvin Steen  
Steen Associates, Inc.  
627B Ocean Parkway.  
Ocean Pines, MD 21811

Re: Ocean Pines Beach Club  
49<sup>th</sup> Street  
Ocean City, MD

Mr. Marvin Steen:

I would like to thank you for the opportunity to provide a proposal for the complete renovation of the men's and women's changing rooms, bathrooms and showers for the Ocean Pines Beach Club on 49<sup>th</sup> Street in Ocean City, MD. This proposal is to provide all the necessary labor, material, equipment and supervision to renovate the men's and women's changing rooms, bathrooms and showers in accordance with the sketch prepared by Sens, Inc. dated November 4, 2015 and attached Scope of Work dated November 4, 2015. The total cost of the work based on these documents is **Four Hundred Sixty Two Thousand Six Hundred Dollars (\$462,600.00)**.

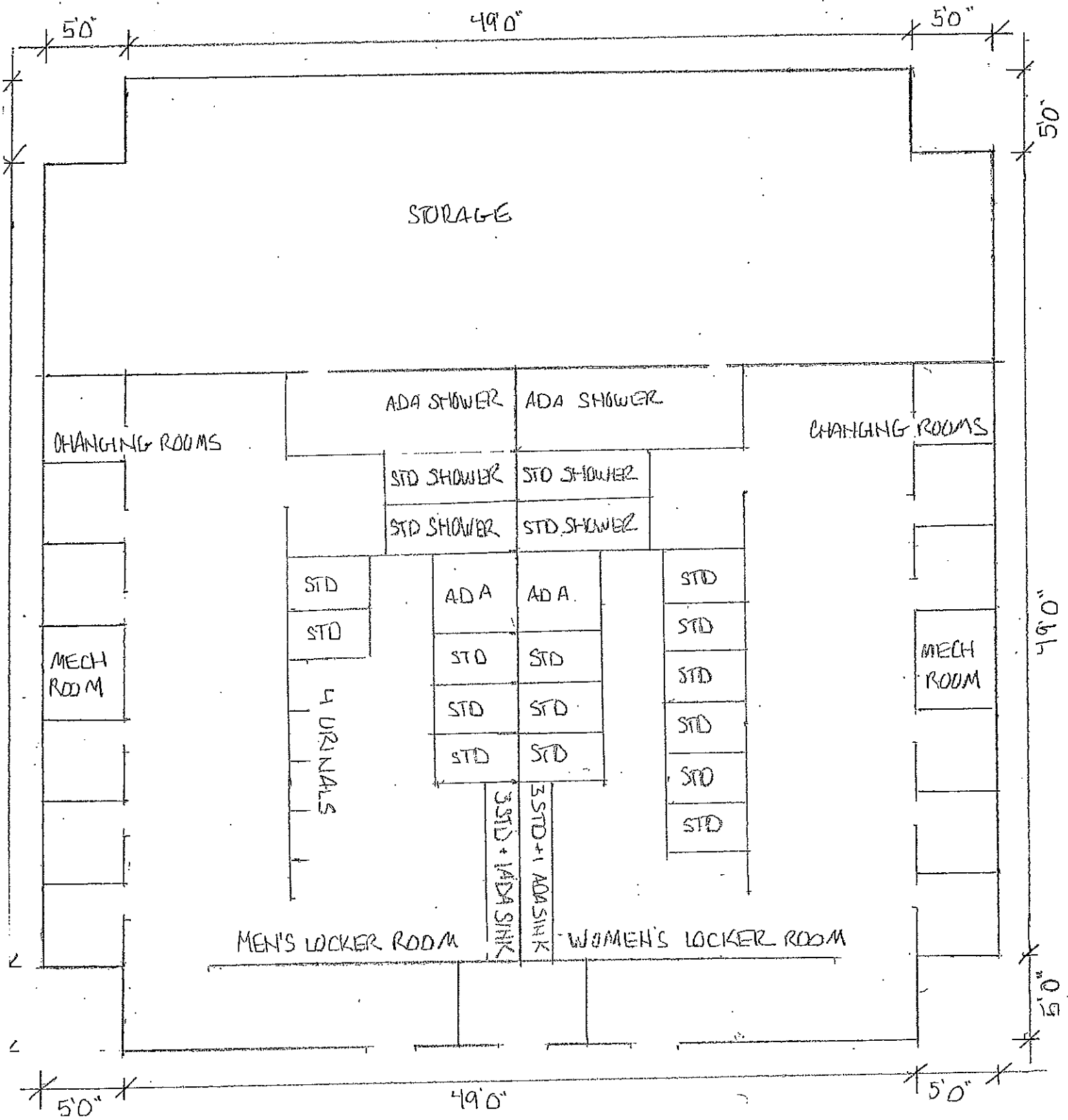
We are utilizing quality, schedule minded Subcontractors such as Eastern Shore Building and Drywall, Inc., East Coat Tile Contractors, Inc., Sens Mechanical, Inc., and Tomey Electric, Inc. so that we can provide a quality product in the allotted timeframe.

We look forward to working with you on this project and should you have any questions, please do not hesitate to contact me.

Sincerely,

Don Smith  
Sens, Inc.

# OCEAN PINES BEACH CLUB



11/04/15

SCALE - 1/8" = 1"

# **SENS, INC.**

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P.O. BOX 985 BERLIN, MD 21811 (410) 629-0775 FAX (410) 629-0778

## **Ocean Pines Beach Club**

### **Scope of Work**

November 4, 2015

**The Scope of work shall supersede the sketch**

#### **General Conditions**

- MEP design drawings
- Onsite Project Superintendent
- On site port-a-johns
- On site dumpster for construction trash
- Testing by an independent testing agency
- Final cleaning

#### **Miscellaneous**

- Demolition and removal of existing concrete floor, framing, sprinkler, plumbing, HVAC, and electrical as required for new changing rooms, bathrooms, and showers
- Domestic water tie-in to existing
- Fire service tie-in to existing
- Sanitary sewer tie-in to existing

#### **Concrete**

- Slab on grade – 4” thick with 6x6 10/10 reinforcing wire over 6 mil poly.

#### **Metals**

- Miscellaneous metals

#### **Woods, Plastics, and Composites**

- Rough carpentry
  - Framing – 2”x4” #2 spruce or equal interior wall framing
  - Blocking – 2”x8” #2 spruce or equal blocking for bathroom accessories
- Vanity tops – solid surface countertop with (3) integral sinks in a standard color and (1) ADA wall hung sink in men’s and women’s bathrooms

#### **Thermal and Moisture Protection**

- Fire stopping as required
- Insulation
  - Interior partition walls – R13 sound batt
- Caulking as required

Ocean Pines Beach Club  
Sens, Inc.

## Openings

- Mechanical room doors – (2) galvanized hollow metal frames and doors with hardware as required

## Finishes

- Drywall
  - 5/8" moisture resistance drywall on new interior walls except behind ceramic tile, dur-a-rock will be used
- Men's and women's changing rooms
  - Floors – 12"x12" tile with 6"x12" tile cove base – \$2.50 material allowance per square foot
  - Existing exterior walls – painted white – color is extra
  - New interior walls – painted white – color is extra
  - Ceiling – exposed structure – painted white – color is extra
- Men's and women's bathrooms
  - Floors – 12"x12" tile with 6"x12" tile cove base – \$2.50 material allowance per square foot
  - Existing interior walls – painted white – color is extra
  - New interior walls – painted white – color is extra
  - Ceiling – exposed structure – painted white – color is extra
- Men's and women's showers
  - Floors – 2"x2" mud set tile – \$2.50 material allowance per square foot
  - Walls – 4"x4" ceramic wall tile – \$2.00 material allowance per square foot
  - Existing interior walls – painted white – color is extra
  - New interior walls – painted white – color is extra
  - Ceiling – exposed structure – painted white – color is extra

## Specialties

- Fire extinguishers – (1) each for men's and women's bathrooms
- Signage – (1) each for men's and women's bathrooms
- Partitions – floor mounted and overhead braced solid poly toilet partitions
  - (4) urinal partitions
  - (16) toilet stalls – (14) standard and (2) ADA
  - (6) shower doors with pilasters
  - (12) changing stalls
- Toilet accessories
  - (6) standard framed mirrors
  - (2) ADA tilt framed mirrors
  - (8) grab bars
  - (2) shower seats
  - (16) toilet paper holders
  - (8) soap dispensers
  - (6) towel bars
  - (18) robe hooks
  - (4) hand dryers

Ocean Pines Beach Club  
Sens, Inc.

### **Fire Sprinkler System**

- New piping will be run to the new sprinkler locations, black steel piping will be utilized, the piping will be elevated at approximately 8" below the existing wood joist, sprinklers will be brass quick response type

### **Mechanical**

- Plumbing
  - (4) standard shower faucets – American Standard – Serin – model T064.501
  - (2) ADA shower faucets – American Standard – Serin – model T065.51 with model 1660.638 – modern 5-function hand shower, with hose and slide bar
  - (6) standard lavatory faucets – American Standard – Serin – model 2064.101 – lever handle
  - (2) ADA sinks – American Standard – model 0355.012 with American Standard – Reliant 3 – model 7385.008 – ADA lever handle
  - (16) toilets – American Standard Madera FloWise 15" height elongated flushometer toilet – model 224.001 with American Standard manual toilet flush valve – model 6047.161.002
  - (4) urinals – American Standard – Washbrook FloWise Universal urinal – model 6590.001 with American Standard manual flush valve – model 6045.101.002
  - (2) wall hydrants – Zurn – model Z135 wall hydrant
  - (1) mop sinks – Fiat molded stone integral drain mop service sinks – model MSBID2424
- HVAC
  - (1) Reznor – model YDMA 150 – outdoor air dx cooling unit with condenser, R410A, digital scroll, exposed spiral duct

### **Electrical**

- It is our understanding that the project will consist of a renovations, remodel and reconfiguration of the existing ground floor bathrooms and locker rooms.
- No work on the second floor or in the pool area is included as part of this bid.
- This Proposal includes rendering the existing electrical systems safe for demolition and removal.
- It is understood that all work in the work areas will be exposed. For all exposed work we will supply and install PVC Schedule 40 conduit or some other type of moisture resistant method.
- This Proposal assumes that the existing electrical service has sufficient capacity and physical space to accept all proposed loads.
- It is our understanding that Sens Mechanical will be installing a unitary (self-contained) make-up air unit to provide cooling of the two (2) locker rooms. Per the provided specifications we will provide a 100 amp, 208 volt, 3-phase branch circuit to the unit.
- The make-up air unit is to be provided with a factory installed service disconnect.
- At the make-up air unit we will supply a weatherproof GFCI protected service receptacle.
- Under this Scope of Work we will supply and install fifteen (15) weatherproof surface mounted 36 watt LED canopy lights through the locker rooms and entry way. These fixtures will be equal to E-conlights #E-CC5L03NW.
- Along the changing area we will supply and install weatherproof LED tape light along the top of the partitions. This lighting will be directed up to the ceiling to provide indirect lighting of the changing area.



Ocean Pines Beach Club  
Sens, Inc.

- In each locker room we will supply and install two (2) emergency lights and one (1) emergency sign/light combo fixture. In the hallway for the lockers we will supply and install two (2) emergency lights.
- The locker room lighting will be controlled by the existing toggle switches.
- We will supply and install exterior lighting around the perimeter of the ground level. It is our recommendation that seven (7) wall mounted lights be installed around the exterior of the building to provide enhanced safety and security. We will supply seven (7) 12 watt LED Wave Lighting #S77WF-LR12-C-BK Black wall fixture. This fixture is constructed of polycarbonate to better withstand the ocean environment. All fixtures will be controlled by the existing exterior lighting controls.
- We will supply and install a dedicated receptacle for each hand dryer. As required we will supply and install ground fault protection for the proposed outlet.
- Provide the coordination, supervision, office support, storage facilities and jobsite general conditions for the project.
- Included under this Proposal are all permits, inspections and trash removal to onsite dumpsters (supplied by others).

### **Specific Exclusions**

- Permits
- Meter and tap fees
- Impact fees
- Performance and payment bond
- Builders risk insurance
- Piling
- Site work
- Accommodations for underground obstructions
- Removal, disposal, and replacement of unsuitable soils
- Removal and disposal of hazardous waste
- Building and ground signage
- Electric, telephone, CATV, and gas service – to be provided by Utility Companies – work to begin at meters and taps. It is the Owners responsibility to communicate with utility companies and pay for the relocation of these utilities if required.
- Relocation of existing utilities including overhead power lines, removing and relocating poles, reguying of poles, transformers, telephone and cable pedestals, etc. It is the Owners responsibility to provide adequate clearance from power lines and utilities in order to reasonable complete the work.
- All telecommunications which includes the voice, cable television, networking or other low voltage provisions.

**Sens, Inc.**  
**May 6, 2015**

Sens, Inc. is a General Contracting firm incorporated in 2011 in order to serve the industrial, commercial, hospitality and institutional construction needs on the Eastern Shore of Maryland, Virginia and Delaware. Although the Corporation is relatively new the partners Dave Rainey and Roy Sens both have over 25 years experience on the Eastern Shore.

In addition to General Contracting Sens, Inc. offers in house Mechanical services from its sister company Sens Mechanical, Inc. This allows the team to not only be more cost effective but also control more of the Construction process. We work together with the Owner and the Design Professionals to provide the most cost effective Building with in the Owner's Design parameters.

Recent Hotel experience in which Sens, Inc. personnel have completed or are in the process of Constructing include the following:

- **Residence Inn – Ocean City, MD**
  - Eight Story High Rise 150 Unit Extended Stay Resort Hotel including indoor and outdoor pool and deck areas with a full service Restaurant and Bar. The second Floor gathering area includes a fireplace and custom seating areas with top level finishes and millwork.
- **Hampton Inn – Rehoboth Beach, DE**
  - Renovation of the Exterior façade to upgrade the Facility to the current Hilton Standards. The project was started and completed during the Spring/Summer “Busy Season” with minimal disruption to a fully functional Hotel. The project was recognized by the Hilton Corporation for its excellence and how the process should be accomplished.
- **Holiday Inn and Suites – West Ocean City, MD**
  - Four Story 84 Unit Hotel with Indoor Pool and Breakfast Area. The project involved an extremely difficult site work package which required a retaining wall at the perimeter of the site and the building pad to be raised 5 feet with structural fill. The entire parking lot utilized pervious pavement to act as the drainage system.
- **Hampton Inn and Suites – Ocean City, MD –**
  - Five Story, 113 Unit Hotel with resort furnishings including indoor and outdoor pools with a Boardwalk and Tiki Hut on the Bay. This hotel features a VRV HVAC System in lieu of the standard PTAC Units which qualified for low interest energy loans and rebates from local electric company.

- **Marriott Courtyard – Ocean City, MD –**
  - Five Story, 91 Unit Hotel and 9 Unit Condominium with resort furnishings including full service Restaurant and Bar, indoor atrium pool with retractable skylight and Brick Paver Deck on the Boardwalk.
- **Sleep Inn – Ocean City, MD –**
  - Five Story, 88 Unit Hotel constructed in the Ocean City “Downtown District” with traditional Eastern Shore details and Architecture.
- **Americana Hotel – Ocean City, MD –**
  - Renovation of existing high rise hotel on the boardwalk. Existing hotel was condemned due to its age and was reconstructed and put back into operation within 10 months.

SENS INC.

## WORK IN PROGRESS &amp; COMPLETED JOBS

Job	Customer	Contract Amount	Progress	Architect
Catch 54 Restaurant 38931 Madison Ave Fenwick Island, DE 19944	Dingo, LLC	\$872,000.00	Complete	Keith Fisher
Clarion 10100 Coastal Hwy Ocean City, MD 21842	Clarion Hotel	\$48,750.00	Complete	
Dollar Tree	Restone Construction	\$182,000.00	Complete	Morand Architects
Dollar Tree Fit Out Shoppes @ Salisbury Tilghman Rd. Salisbury, MD 21804	BLS Salisbury, LLC	\$175,424.72	Complete	
Fat Daddys 216 S. Baltimore Ave. Ocean City, MD 21842	AUS., Inc.	\$796,916.62	Complete	Atlantic Planning
Hampton Inn & Suites 4301 Coastal Highway Ocean City, MD 21842	Island Properties	\$8,990,091.88	Complete	Atlantic Planning
Hampton Inn Tiki Hut 4301 Coastal Highway Ocean City, MD 21842	Island Properties	\$17,303.39	Complete	

Job	Customer	Contract Amount	Progress	Architect
Holiday Inn 12602 Ocean Gateway West Ocean City, MD	Ocean City Limited Partnership	\$4,572,500.00		Atlantic Planning
Ocean Landing 3.3 11416 Ocean Gateway Berlin, MD 21286	West Ocean City Investments, LLC	\$1,224,500.00	Complete	Curry Architects
The Breakers 105 2nd St Rehoboth Beach, DE 19971	Breakers Hotels & Suites	\$126,000.00	Complete	Davis Bowen & Friedel
The View Condominiums 5700 Ocean Highway Ocean City, MD 21842	57th Street Development	\$2,200,000.00	Complete	Atlantic Planning
Tidelands 409 Atlantic Ave Ocean City, MD 21842	Rocco DiFilippo	\$331,647.00	Complete	
Taphouse Boardwalk & Boardwalk Surf Shop 407 Atlantic Ave Ocean City, MD 21842	S & S Properties	\$1,650,000.00	Complete	Iott Architecture & Engineering
Angelo's Restaurant 3303 Coastal Highway Ocean City, MD 21842	Rocco DiFilippo	\$839,267.00	Complete	
West Ocean City Injury & Wellness Center West Bound Route 50 Ocean City, MD 21842	Acute Real Estate Holdings, LLC	\$1,192,000.00	Complete	Becker Morgan Group, Inc.

Job	Customer	Contract Amount	Progress	Architect
Hampton Inn Rehoboth 18826 Coastal Highway Rehoboth Beach, DE 19971	Inns of Rehoboth Beach, LLC	\$553,898.00	Complete	Enviro Architects
Residence Inn 300 Seabay Drive Ocean City, MD 21842	Inns of Ocean City, LLC	\$18,000,000.00	25% Complete	Atlantic Planning
Fairfield Hotel 2501 Philadelphia Avenue Ocean City, MD 21842	25th St. Development of O.C.	\$8,600,000.00		Rick Schoellkopf Architect
46th Street Bldg. Renovation 12501 Coastal Highway Ocean City, MD 21842	45th St. Village LLC			lott Architecture & Engineering
Marina Hotel at Chincoteague 3791 Main Street Chincoteague, Virginia 23336	Bayside Hospitality, L.L.C.	\$5,900,000.00		Ferger Architect

# PROPOSAL NO 11695



10545 Friendship Road Unit 4, Berlin, MD 21811

(410) 629-1579 Fax (410) 629-1946  
MHIC #43302

TO: Steen Associates  
627B Ocean Parkway  
Ocean Pines MD 21811

PHONE 410-641-7050	DATE 11/01/2015
JOB NAME / LOCATION Ocean Pines Beach Club	
JOB NUMBER Estimator - Mike Mocsic	JOB PHONE

We hereby submit specifications and estimates for:

1. Furnish and install Tyvek House Wrap over existing siding.
2. Furnish and install Certaineed Cedar Impression D7 Straight Edge vinyl siding with Excel 5/4" x 4" premade outside corner posts.
3. Existing soffit and fascia to remain as is.
4. Furnish and install Excel 5/4" x 4" trim boards for inside corners and around all windows and doors.
5. Furnish and install Excel 5/4" x 6" trim boards on all windows and doors.
6. Furnish and install Excel 5/4" x 10" trim boards on windows.
7. Caulk all penetrations with appropriate caulking.
8. Builder to obtain all necessary permits.
9. Three year warranty on labor.
10. Shore Siding is not responsible for any damage to hidden electrical, plumbing, telephone or HVAC lines.
11. Shore Siding is not responsible for any damage to interior wall items, exterior wall decorations, screens or patio furniture or any other personal items that are within the tear off/installation area of work being performed that's not removed prior to our arrival.
12. Shore Siding is not responsible for any cracked windows that may occur during the normal nailing process of siding installation.
13. If any rotten wood is discovered, replacement of such will be invoiced at a rate of \$45.00 per man hour plus materials.

\*\*\*NOTE: All quotes are subject to price increases if not accepted and materials delivered by December 31, 2015.\*\*\*

**We Propose** hereby to furnish material and labor — complete in accordance with the above specifications, for the sum of: \_\_\_\_\_ dollars (\$ 58,357.00 )

~~Fifty Eight Thousand Three Hundred Fifty Seven and 00/100 Dollars~~

Payment to be made as follows:

Progress payments as agreed prior to start. All balances due after the due date are subject to a 2% monthly carrying charge (24% per annum). Should we have to obtain the services of an attorney or collection agency to effect the collection of monies owed, we shall be entitled to recover reasonable attorney's fees, costs, charges and expenses expended or incurred.

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

Authorized Signature \_\_\_\_\_

Note: This proposal may be withdrawn by us if not accepted within 15 days.

**Acceptance of Proposal** — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_

# PROPOSAL NO 11694



10545 Friendship Road Unit 4, Berlin, MD 21811

(410) 629-1573 Fax (410) 629-1946  
MHIC #43302

TO: Steen Associates  
627B Ocean Parkway  
Ocean Pines MD 21811

PHONE 410-641-7050	DATE 11/01/2015
JOB NAME / LOCATION Ocean Pines Beach Club	
JOB NUMBER Estimator - Mike Moesle	JOB PHONE

We hereby submit specifications and estimates for:

1. Remove and haul away existing metal roof.
2. Check for rotten wood and replace if necessary at the rate of \$45.00 per man hour plus materials.
3. Furnish and install .032 aluminum 1-3/4" x 16" metal roofing panels over WIP 300HT ice and water with all necessary accessories.
4. Flash all penetrations.

\*\*\*NOTE: All quotes are subject to price increases if not accepted and materials delivered by December 31, 2015.\*\*\*

**We Propose** hereby to furnish material and labor --- complete in accordance with the above specifications, for the sum of: \_\_\_\_\_ dollars (\$) 79,500.00

~~Seventy Nine Thousand Five Hundred and 00/100 Dollars~~  
Payment to be made as follows:

Progress payments as agreed prior to start. All balances due after the due date are subject to a 2% monthly carrying charge (24% per annum). Should we have to obtain the services of an attorney or collection agency to effect the collection of monies owed, we shall be entitled to recover reasonable attorney's fees, costs, charges and expenses expended or incurred.

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control, Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Worker's Compensation insurance.

Authorized Signature \_\_\_\_\_

Note: This proposal may be withdrawn by us if not accepted within 15 days.

**Acceptance of Proposal** — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_



**Motion for Acceptance of F-01 for First Reading**

**For Inclusion in Special Meeting to Be Held: March 24, 2016 ---  
Tom Terry**

**Motion:**

The Board of Directors accepts the revised F- 01 for a second reading and final approval.

## **DRAFT Resolution F-01**

**Purpose:** To provide for changing investment strategies for differing interest rate environments. It is understood that in a normal rate environment intermediate term investments should be rewarded with higher yields. During low interest rate periods little benefit may be gained from longer terms which may not be practical.

**Overview:** Investment cash, referred to as Reserve funds, is primarily received from Ocean Pines Association member assessments as well as fees and revenues generated from OPA operations.

Reserve funds are generally divided into two categories:

1. Funds required for operations during the fiscal year;
2. Restricted funds for long term maintenance of fixed assets, capital improvements and replacements.

The following guidelines are required for the care and maintenance of Reserve funds:

### **I. Preservation of Capital:**

- A. Promote and assure the preservation of principal of all liquid assets.
- B. The following are acceptable liquid asset investment categories:
  1. Bank or financial institution deposits, including checking accounts, savings accounts, money market accounts and certificates of deposit in amounts not to exceed FDIC insurance coverage.
  2. Notwithstanding the aforementioned limitations, deposits that may be in excess of FDIC coverage must be collateralized specifically by securities in the bank's U. S. Governments or Agencies portfolio in an amount that exceeds the uninsured deposit amount by at least five percent (5%).
  3. Deposits under the "Certificate of Deposit Account Registry Service" (CDARS®), are included as FDIC insured deposits.
  4. Individual short and intermediate term General Obligation U.S. Government Bonds, Bills, Notes and U. S. Agency Securities in Investment Grade as defined by Moody's or Standard & Poor's.
  5. All securities must be purchased with the intent to hold to maturity.
  6. When investing in individual U. S. Agency Securities (GSE) the duration period of the security, as well as the reinvestment strategy for prepaid principal, must be identified and considered.
  7. Maturities should not exceed five (5) years.
  8. At no time will derivatives or complex structured securities be purchased, including those derived from U. S. Government securities.

### **II. Investment Liquidity:**

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

**III. Guiding Principles for Asset Investment Performance:**

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

**IV. Financial Services Selection:**

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

**V. Delegation of Authority:**

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

**Motion for Acceptance of C-03 for First Reading**

**For Inclusion in Special Meeting to Be Held : March 24, 2016 ---**

**Tom Terry**

**Motion:**

The Board of Directors accepts the revised C-03 for a second reading and final approval.

**DRAFT RESOLUTION C-03**  
**BUDGET AND FINANCE ADVISORY COMMITTEE**

1. **Purpose:** The Budget and Finance Advisory Committee advises the Board of Directors and assists the General Manager in the preparation of budgets, both operating and capital; reviews financial performance and updates financial forecasts throughout the year; reviews and provides recommendations regarding the annual audit of the Association's financial statements; and develops programs of asset management and investment policies and procedures.
2. **Authority:** Article THIRD of the Charter and Section 10.01 of the By-laws of the Ocean Pines Association, Inc. authorize the Board of Directors to establish and appoint members of such committees and other advisory bodies as may be necessary and/or convenient in the Association's discharging the duties entrusted to it. Resolution C-01, Committee General Policy, provides additional authority and instructions regarding Association committees.
3. **Functions:** In fulfilling its tasks, the Budget and Finance Advisory Committee performs functions which include, but are not necessarily limited to, the following:
  - a. Reviewing budget proposals as prepared by management and submitting recommendations to the Board.
  - b. Reviewing and evaluating all financial statements and, when appropriate, submitting recommendations and analysis to the Board.
  - c. Advising the Board of Directors on the conduct of the Association's annual audit of financial statements, including recommending specific functions to be reviewed as part of the audit.
  - d. Meeting (committee chairman or designee) with auditors to review the audited financial statements.
  - e. Recommending changes in financial policies and in accounting or reporting procedures to the Board and General Manager.
  - f. Advising the Board on the establishment of such reserve accounts, as required in the By-laws, or as the Committee deems appropriate, and aiding in the preparation of the necessary resolutions for their implementation.
  - g. Assisting the Board and the General Manager in financial planning for major capital repairs and replacement or expansion of facilities.
  - h. Conducting presentations on budget proposals, when requested.
  - i. Reviewing monthly, all investment accounts of the Association and submitting reports and recommendations to the Board of Directors and Treasurer, as deemed appropriate;
  - j. Reviewing at least annually all established investment guidelines and procedures and recommending changes to the Board of Directors and General Manager as deemed necessary.
  - k. Performing other functions as directed by the Board of Directors.

4. **Membership:** The committee shall have not less than five (5) or more than nine (9) members.
5. **Reports:** The Chairperson of this Committee shall submit by October 31<sup>st</sup> of each year the annual report of the status of the Committee in the format specified in Resolution C-01. This report is in addition to any report the Chairperson may bring to the Attention of the Board of Directors at any time and on any matter deemed appropriate by the Committee.
6. **Effective Date:** \_\_\_\_\_

Adopted by the Board of Directors on \_\_\_\_\_

\_\_\_\_\_ President      Attest: \_\_\_\_\_ Secretary