COUNTY COMMISSIONERS SCHEDULE
TUESDAY, FEBRUARY 26, 2019
LEGISLATIVE DAY

1. CALL TO ORDER
   4:00 p.m. Patrick Thompson, Esquire, County Attorney
   Mr. Lance Richardson, State’s Attorney
   Mr. Rob Penny, Chief of Administration
   Closed Session
   “Consult With Counsel”

   4:30 p.m. Closed Session
   "Personnel"

   5:00 p.m. Administrative Session
   “Consideration Of Preliminary Budget Matters”

   5:30 p.m. Call To Order,
   Pledge Of Allegiance,
   Moment Of Silence,
   Approval Of Agenda

   Accept County Commissioners’ Minutes
   - Regular Minutes – February 12, 2019
   - Closed Session – February 12, 2019

   Press And Public Comments**

2. NEW BUSINESS
   5:35 p.m. Mr. Gregg Todd, County Administrator
   “Presentation of Documents for Signatures and Weekly Correspondence’
   Action
   1. Purchase Of Sale Agreement, The Gardens Of Queen Anne, LLC
   2. Request For Transfer Of Funding From BRIDGE To Economic Development
   3. Engineering Services For Corsica River Dredging Project
   4. Liberty Building Window Replacement: Contract Award
   5. Board Of Education – Major State Categories Transfers
   6. Board Of Education – Use Of Additional Fund Balance As A Funding source
   7. Budget Amendment CC-14 – Department Of Emergency Services
   8. QAC Legacy Foundation State Grant Support Letter
   9. Proposed Wall Of Remembrance Funding For Those Killed In Action During the During the Korean War
   10. Agriculture Awareness Day
   11. Citizen Sponsored Petition For Text Amendment
   12. TACO 19-04 – Revisions To Chapter 18 – Truck Stop & Travel Plaza definition
   13. Map Amendment 19-05 – Buffer Exempt Area

   Documents:
   02.26.2019Correspondence.pdf

3. PRESENTATIONS
   5:45 p.m. Public Hearing
   Comprehensive Water and Sewer Plan
   - Ponchock Property

   5:55 p.m. Public Hearing
   County Ordinance 18-11: Uses Allowed in Connection with High Commercial Uses in Queen Anne’s County

   Ms. Catherine R. Willis, Department of Community Services Director
   “Community Service Update”

   Ms. Elaine Butler, Character Counts!
   Character Counts – “Respect”

   Ms. Nancy Sozzari, Parks and Resource Planner
   “Conquest Preserve Master Land Use Plan Update”

   Ms. Megan DelGaudio, IT Manager/GIS Specialist II
   Broadband Advisory Committee Members
   “Broadband Committee Update”

   Mr. Jonathan Seeman, Budget & Finance & IT Director
   “TIF Presentation”

   Ms. Helen Spinelli, AICP, Principal Planner
   Mr. Brian Ambrette
   Eastern Shore Climate Adaptation Partnership (ESCAP)
   “Sea Level Rise Report Presentation”
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Press And Public Comments**
ORD 18-11.Pdf
ORD 18-11 Public Hearing Notice.pdf
02.26.2019DPW.pdf
4. REPORTS
Commissioner’s Roundtable
* Please note that Schedule times are subject to change, except for public hearings.
** Press and Public Comments at the beginning of the meeting will last 15 minutes. Additional time will be available at the end of the meeting for anyone wishing to speak. Comments are limited to 3 minutes in length. Comments longer than 3 minutes must be submitted in writing.
*** Part of the meeting may be closed to the Public in accordance to the Open Meetings Act procedures.
****Agendas will be posted by 4:30 pm the Friday prior to the meeting. The meeting attachments will be posted on the agenda by 4:30 pm the Monday prior to the meeting.
Three or more of the County Commissioners will be attending the following events in the next few weeks:
2/25 An Evening in Annapolis with District 36
2/27 EDC Meeting
3/7 FEC Meeting
MEMORANDUM

TO: Queen Anne’s County Commissioners

FROM: Gregg A. Todd, County Administrator

RE: Purchase of Sale Agreement, The Gardens of Queen Anne, LLC

DATE: February 26, 2019

Attached, please find the final Purchase of Sale Agreement for Phase II of the Gardens of Queen Anne property. As you may recall we discussed at your closed session discussion on January 22, and we were able to finalize all of the outstanding issues. We did end up end extending the outside closing date to allow for all approvals as we foresee the FAA process taking some time.

The agreement has been reviewed and approved by Searle Mitnick our legal counsel on this.

Motion: I move to sign the Purchase of Sale Agreement between The Gardens of Queen Anne, LLC and Queen Anne’s County
PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this “Agreement”) is made as of the ___ day of February, 2019 (the “Effective Date”), by THE GARDENS OF QUEEN ANNE, LLC a Maryland limited liability company (“Purchaser”), and QUEEN ANNE’S COUNTY, MARYLAND, a political subdivision of the State of Maryland (“Seller”).

RECITALS

A. Seller is the owner of a parcel of land which is in the process of being subdivided and which shall consist of approximately 8.3 acres, including, and subject to, without limitation, all easements, covenants and other rights appurtenant to such land and any land lying in the bed of any street, road, avenue or alley adjoining such land (the “Property”); as more particularly shown on Exhibit A attached hereto and incorporated herein and described on Exhibit B attached hereto and incorporated herein. Previously, Seller, as Landlord, and Purchaser, as Tenant, were parties to that certain Amended and Restated Ground Lease dated March 26, 2014 and Amended and Restated First Amendment to Lease dated April 25, 2017 (the “Ground Lease”), whereby Seller leased the Property to Purchaser.

B. Seller has agreed to sell the Property to Purchaser, and Purchaser has agreed to purchase the Property from Seller, under all of the terms set forth herein.

NOW, THEREFORE, in consideration of the mutual promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Incorporation of Recitals. The foregoing Recitals are hereby incorporated herein by reference as a substantive part of this Agreement.

2. Purchase and Sale of the Property. Subject to the terms and conditions set forth in this Agreement, Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, the Property in accordance with the terms of this Agreement.

3. Purchase Price; Terms of Payment; Duties of Escrow Agent.

3.1. Purchase Price. The aggregate purchase price for the Property (“Purchase Price”) is Two Million Nine Hundred Eighty Five Thousand 00/100 Dollars ($2,985,000.00) subject to adjustments and prorations as set forth below and in Section 5. In addition, at Closing (as hereinafter defined), or as elsewhere provided in this Agreement, Purchaser shall pay to Seller the amount of One Hundred Fifteen Thousand and 00/100 Dollars ($115,000.00) (the “Liquidated Rent Amount”) representing an agreed upon payment for past due rents under the Ground Lease.

3.2. Terms of Payment. The Purchase Price shall be paid by Purchaser as follows:

3.2.1. Within three (3) days of the Effective Date, Purchaser shall deposit One Hundred Twenty Five Thousand 00/100 Dollars ($125,000.00) (the “Deposit”) and the Liquidated
Rent Amount with Eagle Title, LLC (the "Escrow Agent"), which Deposit and Liquidated Rent Amount shall be held by the Escrow Agent in a non-interest bearing account insured by federal deposit insurance, and paid out according to the terms hereof.

3.2.2. Upon Closing under this Agreement, Liquidated Rent Amount and the remainder of the Purchase Price, less the Deposit, subject to adjustments and prorations provided herein, shall be paid by wire transfer of funds to the Escrow Agent for disbursement at Closing in accordance with the settlement statement.

3.3. Duties of Escrow Agent. The Escrow Agent agrees to hold all sums constituting the Deposit and the Liquidated Rent Amount if and when made, as escrowee, in strict compliance with the provisions of this Agreement. In the event that the Escrow Agent shall receive conflicting instructions or in the event of any dispute between Seller and Purchaser, Escrow Agent shall be and is hereby authorized, but not obligated, to pay the entire amount of the Deposit into court, and any expenses to Escrow Agent for so doing shall be payable out of the Deposit. However, in the event of conflicting instructions or a dispute between Seller and Purchaser, Escrow Agent shall not disburse the Deposit or Liquidated Rent Amount except upon joint written instructions of Seller and Purchaser or a valid and binding order of a court of competent jurisdiction, with all times of appeal having expired.

4. Closing. The closing of the purchase and sale of the Property (the "Closing") shall be held at the offices of the Escrow Agent at 1:00 p.m. on the date which is thirty (30) days following the date that the conditions set forth in Section 13 have been satisfied in full (the "Closing Date"). In the event that the conditions set forth in Section 13 have not been satisfied on or before December 31, 2019 (the "Outside Closing Date"), Purchaser or Seller may terminate this Agreement upon sixty (60) days' notice to the other, unless such conditions are satisfied during such sixty (60) day period. Because all of the Conditions Precedent set forth in Section 13 hereof are satisfied by actions of Seller and/or other state and federal agencies, in the event any of the Conditions Precedent are not satisfied by the Outside Closing Date, despite Purchaser's diligent, good faith efforts to have achieved satisfaction thereof, the Outside Closing Date will be extended until thirty (30) days following satisfaction of all of such Conditions Precedent. Notwithstanding anything contained in this Agreement to the contrary, if the Outside Closing Date does not occur by June 30, 2020, Purchaser or Seller may terminate this Agreement upon thirty (30) days' notice to the other, unless such conditions are satisfied during such thirty (30) day period. If such conditions are satisfied during such thirty (30) day period, Closing shall take place on or before August 10, 2020.

4.1. Seller’s Closing Deliverables. At the Closing, Seller shall deliver the following documents (collectively the "Closing Documents"): (i) a special warranty deed to the Property including a covenant of further assurances duly executed and acknowledged by Seller and in proper form for recording, conveying the Real Property to Purchaser in accordance with this Agreement (the "Deed"); (ii) a FIRPTA affidavit; (iii) a settlement statement conforming to the proration and other relevant provisions of this Agreement; and (iv) an owner’s affidavit of title and other documents and instruments required to effect Closing, all on forms prepared or approved by the Escrow Agent and reasonably acceptable to the parties.
4.2. **Purchaser’s Closing Deliverables.** At the Closing, Purchaser shall deliver the following: (i) the Purchase Price as adjusted pursuant to the terms hereof; (ii) the Liquidated Rent Amount; (iii) a settlement statement conforming to the proration and other relevant provisions of this Agreement and (iv) such affidavits and other documents and instruments required to effect Closing, all on forms prepared or approved by the Escrow Agent and reasonably acceptable to the parties.

5. **Closing Adjustments/Costs.**

5.1. **Expense Adjustments.** The following items of expense shall be adjusted as of 11:59 p.m., of the day immediately preceding the Closing Date such that Seller shall be responsible for all days prior to the Closing Date and Purchaser shall be responsible for the Closing Date and all days thereafter:

5.1.1. **Taxes.** All county ad valorem taxes and similar impositions levied or imposed upon or assessed against the Property, for the year in which Closing occurs shall be prorated as of the Closing Date on a tax year basis. Notwithstanding anything set forth herein to the contrary, Seller shall pay any agricultural transfer taxes in connection with the transfer of the Property, if applicable.

5.2. **Final Reconciliation.** The adjustments described in this Section 5 shall be paid on the Closing Date. If the amount of any of the adjustments described in this Section 5 cannot be determined on the Closing Date, the adjustment therefor shall be made within thirty (30) days after the Closing Date by cashier’s check. In making the adjustments required by this subsection, Seller shall be given credit for all amounts prepaid for the Closing Date and any period thereafter, and Seller shall be charged with any unpaid charges for the period prior to the Closing Date.

5.3. **Closing Costs.** Purchaser shall pay all expenses of examination of title, title insurance commitment and title premiums as well as any costs or fees associated with Purchaser’s financing documents and recordation thereof. All state, county, city, local, and municipal transfer and recordation taxes, if any, owing with respect to the sale of the Property, if any, shall be split equally by Purchaser and Seller. Each of Purchaser and Seller shall pay their own attorneys’ fees and expenses incurred in connection with the negotiation of this Agreement and the Closing of the transactions contemplated hereby.

6. **Due Diligence.**

6.1. **Feasibility Period/Right to Terminate.** For the period beginning on the Effective Date and continuing through 5:00 p.m. on the date which is sixty (60) days from the later of (i) delivery of all Inspections Documents (as hereinafter defined) to Purchaser or (ii) the Effective Date (“Feasibility Period”), Purchaser shall have the right, at its sole cost and expense, subject to all of the conditions of this Agreement, to inspect, conduct testing and review of the Property, the physical and environmental condition thereof (collectively, the “Inspections”). “Inspections Documents” shall include all engineering, wetlands and environmental studies and any other information that is relevant to Purchaser’s analysis of the Property and in Seller’s possession or control. If Purchaser is satisfied, in its sole and absolute discretion, with the results of Purchaser’s Inspections, Purchaser shall advise Seller that Purchaser intends to proceed to Closing (the “Notice to Proceed”) by giving written notice thereof to Seller on or before 5:00 p.m. of the last day of the Feasibility Period. If Purchaser
fails to send the Notice to Proceed, the Escrow Agent shall promptly deliver the Deposit to Purchaser, the Liquidated Rent Amount shall be paid to Seller, and this Agreement shall be deemed terminated and of no further force or effect. From and after the termination of this Agreement as aforesaid, neither Seller nor Purchaser shall have any further rights or liabilities hereunder (except for such rights and liabilities as expressly survive the termination of this Agreement). In the event this Agreement is terminated for any reason, Purchaser shall deliver to Seller copies of any and all non-privileged third-party reports obtained by Purchaser including, but not limited to, property condition reports, title commitments, surveys, environmental and engineering reports, without any representation or warranty. In the event Purchaser delivers the Notice to Proceed on or before the end of the Feasibility Period (time being of the essence), the Deposit shall become non-refundable except only in the event of a Seller default or a failure of a Condition Precedent (as hereinafter defined). Purchaser shall also have the right to terminate this Agreement for any reason or for no reason by written notice to Seller at any time prior to 5:00 p.m. on the last day of the Feasibility Period whereupon the Deposit will be refunded to Purchaser and the Liquidated Rent Amount will be paid to Seller.

6.2. Environmental. During the Feasibility period, Purchaser shall have the right to conduct a Phase I environmental assessment of the Property and, if warranted by Purchaser’s Phase I environmental assessment, a Phase II environmental assessment and to take physical samples from the Property without the prior consent of Seller.

6.3. Title. During the Feasibility Period and as part of Purchaser’s Inspections, Purchaser shall have the right to inspect the status of title to the Property and the presence of any liens or encumbrances relating to the Property. Purchaser, at its sole expense, shall obtain a title report or title commitment (“Commitment”) and bankruptcy, judgment, tax and lien searches with respect to Seller and the Property. Title to the Property shall be marketable, and insurable subject to: (i) the lien of real estate taxes and sewer and water rents not yet due and payable; (ii) all legal requirements applicable to the Property; and (iii) all matters of record related to title to the Property, and all matters that would be shown on an accurate survey of the Property unless objected to by Purchaser by notice to Seller during the Feasibility Period. Any such matters not objected to shall be “Permitted Exceptions”. Purchaser shall take title subject to the FAA Deed of Avigation and Clearance Easement as set forth Exhibit C attached hereto and incorporated herein (the “Deed of Avigation”), except that such Deed of Avigation shall not by virtue of this Agreement, apply to that certain parcel leased by Chesapeake Bay Beach Club from Seller dated as of November 1, 2012. Purchaser’s acceptance of the Deed of Avigation shall not constitute a waiver of Purchaser’s right to object to changes in the law relating to the Deed of Avigation. There shall be no monetary liens encumbering the Property except those paid in full by Seller at Closing. Notwithstanding any provisions of this Agreement, Seller shall have no obligation to cure or remove any matters of record related to title to the Property (except with respect to monetary liens, as aforesaid), or any matters that would be shown on an accurate survey of the Property.

6.4. Conditions of Conducting Due Diligence. Purchaser’s right to conduct due diligence on, at or otherwise with respect to the Property prior to the Closing Date shall be subject to Purchaser’s continuing compliance with each and all of the following conditions: (i) Seller shall permit Purchaser, and its agents, representatives and contractors, to have reasonable access to the Property during normal business hours; (ii) Purchaser shall at all times comply with all laws, ordinances, rules and regulations applicable to the Property; (iii) promptly after entry onto the Property, Purchaser shall
restore or repair (to substantially the same condition it existed prior to the entry) any damage thereto caused by or otherwise arising from any act or omission by Purchaser, its agents, representatives or contractors; and (iv) prior to any entry upon the Property by Purchaser, its agents, representatives or contractors, Purchaser shall furnish to Seller satisfactory evidence that Purchaser and its agents and contractors have procured comprehensive liability insurance from an insurer authorized to do business in the State of Maryland which is reasonably acceptable to Seller protecting Seller from claims for bodily injury or death in single limit amount of not less than One Million 00/100 Dollars ($1,000,000.00) naming Seller as an additional insured. Purchaser shall indemnify, defend, reimburse, and hold and save Seller harmless from and against any and all loss, cost, damage, injury or expense arising out of or in any way related to the acts or omissions of Purchaser, its agents, representatives and contractors, relating to any entry on any part of the Property.

6.5. **Survive Termination.** The obligations of the parties pursuant to this Section 6 shall survive termination of this Agreement.

7. **Representations and Warranties of Seller.** Seller hereby makes the following representations and warranties, which are made to the actual (not constructive) knowledge of Gregg A. Todd and the Director of the Queen Anne’s County Department of Planning, and no other person or entity whatsoever, all of which are made as of the Effective Date and shall be true and correct in all material respects on and as of the Closing Date.

7.1. **Enforceability: Authorization.** This Agreement and the documents, affidavits, certificates and other instruments to be executed and delivered by Seller pursuant hereto are, or will be when executed and delivered by Seller, the legal, valid and binding obligations of Seller. Seller has obtained all consents necessary for and possesses full authority and legal right to authorize Seller’s entry into and performance of this Agreement, the documents, affidavits, certificates and other instruments to be executed and delivered by Seller pursuant hereto and/or the transactions contemplated hereby or thereby. Notwithstanding the foregoing, Seller makes no representation or warranty regarding requisite or necessary approvals, consents, or authorizations from FAA and/or MAA (both as hereinafter defined) for Seller’s entry into and performance of this Agreement.

7.2. **No Violations.** Seller has not sent or received written notice of any existing violations of any applicable laws with respect to the Property.

7.3. **Condemnation.** Seller is not aware of and has received no notice of any condemnation affecting the Property or the Project.

7.4. **As-Is Purchase.** Purchaser hereby agrees and acknowledges that, except as otherwise expressly set forth in this Agreement, neither Seller nor any principal (direct or indirect), affiliate, agent, attorney, employee or representative of Seller has made any representation or warranty whatsoever regarding the subject matter of this transaction, or any part thereof, including (without limiting the generality of the foregoing) representations as to the physical nature or physical condition of the Property or the capabilities thereof, and that Purchaser, in executing, delivering and/or performing this Agreement, does not rely upon any statement and/or information to whomever made or given, directly or indirectly, orally or in writing, by any individual, firm or entity.
8. **Representations and Warranties of Purchaser.** Purchaser hereby represents and warrants to Seller that: (i) Purchaser is a Maryland limited liability company and is in good standing in the State of Maryland; (ii) this Agreement and the documents, affidavits, certificates and other instruments to be executed and delivered by Purchaser pursuant hereto are, or will be when executed and delivered by Purchaser, the legal, valid and binding obligations of Purchaser. Purchaser has obtained all consents necessary for and possesses full authority and legal right to authorize Purchaser’s entry into and performance of this Agreement, the documents, affidavits, certificates and other instruments to be executed and delivered by Purchaser pursuant hereto and/or the transactions contemplated hereby or thereby; and (iii) neither the execution of this Agreement nor the consummation of the transactions contemplated hereby will conflict with, or result in a breach of, the terms, conditions or provisions of, or constitute a default under, any agreement or instrument to which Purchaser is a party.

9. **Condemnation.** If prior to the Closing Date Seller receives written notice of any pending or threatened condemnation proceedings or actions, Seller shall promptly notify Purchaser thereof in writing. In the event there occurs any actual or pending condemnation of any portion of the Property, Purchaser shall have the right to terminate this Agreement by giving notice to Seller within ten (10) days after receipt of Seller’s notice advising Purchaser of the occurrence of any such condemnation. If (i) Purchaser fails to notify Seller of Purchaser’s election to terminate this Agreement within such ten (10) day period or is otherwise not permitted to terminate; or (ii) Purchaser elects to proceed to Closing and not terminate this Agreement, then Purchaser shall proceed to Closing, without adjustment of the Purchase Price, subject to such condemnation, in which event at Closing, Seller shall, as applicable, assign to Purchaser any condemnation award or rights thereto paid or payable or otherwise accruing to Seller on account of such condemnation. If Purchaser timely elects to terminate this Agreement as aforesaid, Escrow Agent shall return the Deposit to Purchaser, shall pay the Liquidated Rent Amount to Seller, and neither Purchaser nor Seller shall have any further rights or liability under this Agreement except for such rights and liabilities as expressly survive termination hereof.

10. **Breach/Termination.**

10.1. **Breach by Seller.** If Seller shall fail to perform its covenants or agreements required to be performed hereunder and such failure shall continue for fifteen (15) days after written notice from Purchaser, or if any of Seller’s representations and warranties set forth in this Agreement are not true and correct in all material respects on the date hereof or on the Closing Date, Purchaser shall have the right, at its sole and exclusive options, to either: (i) terminate this Agreement and receive a refund of the Deposit and the Liquidated Rent Amount, and, upon receipt of the Deposit and the Liquidated Rent Amount, neither party shall have any further rights or obligations to the other under this Agreement except such rights and obligations as expressly survive termination of this Agreement; or (ii) enforce specific performance of Seller’s obligations hereunder. Purchaser expressly waives its rights to seek damages in the event of Seller’s default hereunder. In the event of a successful specific performance action by Purchaser, the full Purchase Price and the Liquidated Rent Amount shall be paid to Seller at the time of Closing.

10.2. **Breach by Purchaser.** If Purchaser shall fail to perform any of the covenants or agreements to be performed by it hereunder and such failure shall continue for fifteen (15) days after
written notice from Seller, or if any of Purchaser’s representations and warranties set forth herein shall not be true and correct in all material respects as of the date made or deemed made, Seller’s sole and exclusive remedy shall be to terminate this Agreement and receive the entire Deposit as liquidated damages for Purchaser’s default and payment of the Liquidated Rent Amount (Escrow Agent to pay the Deposit and Liquidated Rent Amount to Seller upon Seller’s request), all other claims for losses, damages, costs and expenses being waived hereby (except claims relating to Purchaser’s obligations under Section 6.4 hereof). Purchaser and Seller hereby acknowledge and agree that the actual damages suffered by Seller as a result of such breach by Purchaser would be impracticable, extremely difficult or impossible to determine and the parties agree that the amount of the Deposit shall be the amount of damages to which Seller is entitled in such event and that the amount of such liquidated damages is reasonable and does not constitute a penalty.

10.3. **Litigation Costs.** In the event of any litigation between the parties with respect to this Agreement, including any action for specific performance that may be brought by Purchaser as provided above, the prevailing party shall be entitled to recover reasonable attorneys’ fees and expenses.

11. **Brokers.** Each party hereto represents and warrants to the other that it has dealt with no brokers or finders for the sale of the Property. Each of the parties hereto hereby represents and warrants that neither has authorized any real estate broker, agent or finder to act on its/their behalf for the sale of the Property, nor does it have any knowledge of any other broker, agent or finder purporting to act on its behalf in respect to the sale of the Property to be made pursuant hereto, and that the other party hereto shall have no liability to any broker for compensation, commission or otherwise. Each party agrees that it shall indemnify, defend and save the other harmless from and against any cost, expense, claim, loss, liability or damages, including reasonable attorneys’ fees, and court costs, resulting from a breach of the foregoing representation and warranty by such party. The provisions of this Section shall survive Closing or termination of this Agreement.

12. **Entire Agreement/Modification.** This Agreement, including the exhibits attached hereto, and the Closing Documents contain the entire agreement between the parties relating to the conveyance of the Property. All prior negotiations between the parties are merged into this Agreement and there are no promises, agreements, conditions, undertakings, warranties or representations, oral or written, express or implied, between them other than as set forth in this Agreement, including the exhibits attached hereto, and the Closing Documents. Seller’s and Purchaser’s representations or warranties shall survive the Closing for a period of six (6) months and no representations and warranties shall be deemed to merge into the Deed. No change or modification of this Agreement or any of the Closing Documents shall be valid unless the same is in writing and signed by each of the parties hereto or thereto. No waiver of any of the provisions of this Agreement or any of the Closing Documents executed or to be executed in connection herewith shall be valid unless in writing and signed by the party against whom it is sought to be enforced. Notwithstanding the foregoing, in the event that Purchaser and Seller agree to and execute any written amendment or other document modifying this Agreement, which does not directly modify the obligations of the Escrow Agent hereunder, the Escrow Agent shall not be required to execute such amendment or other agreement in order for the document to be fully effective and enforceable.

13. **Conditions Precedent to Purchaser’s Obligation to Purchase.** The obligation of
Purchaser to acquire the Property and to perform the other covenants and obligations to be performed by it on the Closing Date shall be subject to the following conditions precedent ("Conditions Precedent"), (which Conditions Precedent shall inure solely to the benefit of Purchaser as a default hereunder, and no other person or entity, including without limitation, Seller, shall have any right to waive or defer any of such conditions, in whole or in part and Purchaser shall retains its rights set forth in Section 10.1 herein):

13.1. The Property shall be one or more subdivided lots, with no conditions reasonably unacceptable to Purchaser which are imposed after the Feasibility Period, the subdivision plat of which shall have been duly approved and recorded in the land records of Queen Anne’s County and Seller shall have provided Purchaser with an ALTA survey of the Property.

13.2. The zoning code of Queen Anne’s County, Maryland currently permits and will continue to permit age restricted residential rental housing on the Property at Closing and will permit the sale of age restricted residential housing on the Property.

13.3. Purchaser shall have received all County, State and Federal (including without limitation site plan, water and sewer, Maryland Aviation Administration and Federal Aviation Administration) permits and approvals (excepting any building permits for the construction of improvements) for Purchaser’s intended development of the Property and all applicable appeals periods with respect to the granting of such permits and approvals shall have expired and with no conditions reasonably unacceptable to Purchaser. If Purchaser fails to diligently apply for and pursue any or all of such permits and approvals, receipt thereof shall not be construed as a Condition Precedent, and such failure shall constitute a breach of this Agreement by Purchaser. The parties acknowledge that Purchaser intends to file two (2) separate site plans for consideration by applicable Queen Anne’s County agencies, each site plan covering approximately four (4) acres. Approval of one (1) of such plans shall be deemed satisfaction of the condition relating to site plan approval.

13.4. Seller shall have approved Purchaser’s adequate facilities study for the Property.

13.5. Seller shall have mitigated all wetlands on the Property and removed any trees required to be removed by the Federal Aviation Administration ("FAA"), the Maryland Aviation Administration ("MAA") or any other County, State or Federal agency.

Purchaser agrees to file for site plan, MAA and FAA approvals within ninety (90) days of the Effective Date. The failure of Purchaser to file for such approvals by such date shall constitute a breach of this Agreement by Purchaser. Such filing date shall be extended by force majeure. Force majeure shall be defined as any delay not within the reasonable control of the parties hereto. Seller and Purchaser shall cooperate in the pursuit of the completion of all Conditions Precedent to Closing, and each shall execute all documents reasonably required in connection therewith.

In the event any of the foregoing conditions are not satisfied by the Closing Date, Purchaser may terminate this Agreement by written notice to Seller, the Escrow Agent shall return the Deposit to Purchaser and shall pay the Liquidated Rent Amount to Seller, and neither Seller nor Purchaser shall have any further rights or liabilities hereunder (except for such rights and liabilities as expressly survive the termination of this Agreement).

14.1. Binding Effect. This Agreement shall be binding upon, and inure to the benefit of and be enforceable by, the respective personal representatives, successors and permitted assigns of the parties hereto.

14.2. Governing Law; Venue. The provisions of this Agreement shall be governed by the laws of the State of Maryland, without regard to the conflicts of laws provisions thereof. Other than an action for specific performance which shall be brought in the Circuit Court for Queen Anne’s County, any other suit involving any dispute or matter arising under this Agreement may only be brought the Circuit Court for Queen Anne’s County, Maryland. All of the parties hereto hereby consent to the exercise of personal jurisdiction by any such court with respect to any such proceeding.

14.3. Notices. Any notice, demand, consent, election, offer, approval, request, or other communication (collectively a “notice”) required or permitted under this Agreement must be in writing and delivered by a nationally recognized overnight courier. A notice must be addressed to a party as indicated below. Any notice hereunder shall be deemed duly delivered (i) when delivered by nationally recognized overnight courier, (ii) or upon refusal of delivery. Any party may designate, by notice to all of the others, substitute addresses or addressees for notices; and, thereafter, notices are to be directed to those substitute addresses or addressees.

Purchaser’s notice address:
The Gardens of Queen Anne, LLC
Attn: John H. Wilson
500 Marina Club Road, Stevensville, Maryland 21666

With a copy to:
Yumkas, Vidmar, Sweeney & Mulrenin, LLC
Attn: Thomas J. Mulrenin
185 Admiral Cochrane Drive, Suite 130, Annapolis, Maryland 21401

Seller’s notice address:
County Administrator, Queen Anne’s County
Attn: Mr. Gregg A. Todd
107 N. Liberty Street, Centreville, Maryland 21617

With a copy to:
Gordon Feinblatt, LLC
Attn: Searle Mitnick
233 E. Redwood Street, Baltimore, Maryland 21202

Escrow Agent’s notice address:
Eagle Title, LLC
181 Harry S. Truman Parkway, Suite 200
Annapolis, Maryland 21401

14.4. **Incorporation.** Each and all of the exhibits and schedules attached hereto are hereby incorporated into this Agreement by reference.

14.5. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument; provided, however, in no event shall this Agreement be effective unless and until signed by all parties hereto. Facsimile or email copies of this Agreement shall be sufficient for all purposes.

14.6. **Risk of Loss.** Risk of loss or damage from fire or other casualty is assumed by Seller until Purchaser’s or Escrow Agent’s receipt of the Deed conveying the Property to Purchaser.

14.7. **Rules of Construction.** Section captions used in this Agreement are for convenience only and shall not affect the construction of the Agreement. All references to “Sections”, without reference to a document other than this Agreement are intended to designate articles and sections of this Agreement, and the words “herein,” “hereof,” “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular Section, unless specifically designated otherwise. The use of the term “including” shall mean in all cases “including but not limited to,” unless specifically designated otherwise. The masculine shall include the feminine and neuter, the singular shall include the plural and the plural shall include the singular, as the context may require. No rules of construction against the drafter of this Agreement shall apply in any interpretation or enforcement of this Agreement, any documents or certificates executed pursuant hereto, or any provisions of any of the foregoing.

14.8. **Assignment.** This Agreement and all rights and obligations hereunder shall not be assignable by any party without the prior written consent of the other party. Notwithstanding the foregoing, Purchaser shall be permitted to assign this Agreement to an entity in which John Wilson or Coastal South, Inc. has a controlling interest or any individual or entity with a net worth in excess of Five Million Dollars ($5,000,000.00) and substantial successful experience in developing and owning mixed use projects.

14.9. **Independent Representation.** Each party to this Agreement has been represented or has had the opportunity to be represented by counsel in the negotiation and preparation of this Agreement and the exhibits to this Agreement; therefore, no rule of construction will be invoked respecting the authorship of this Agreement.

14.10. **Computation of Time.** In computing any period of time pursuant to this Agreement, the day of the act or event from which the designated period of time begins to run will not be included. The last day of the period so computed will be included, unless it is a Saturday, Sunday or legal holiday in Maryland, in which event the period runs until the end of the next day which is not a Saturday, Sunday or such legal holiday.

14.11. **Time of the Essence.** Time shall be of the essence under this Agreement.
14.12. No Third-Party Beneficiaries. None of the rights or obligations provided hereunder shall inure to the benefit of any third party.

14.13 Cross Easements. Seller agrees that Seller, as owner of that certain parcel adjacent to the Property which parcel is leased by Seller to Chesapeake Bay Beach Club, shall execute such easements as may reasonably be necessary for cross access, slope and utilities between such parcel and the Property. This obligation shall survive Closing. Prior to Closing, Purchaser shall submit pro forma copies of such easements to Seller for approval, such approval not to be unreasonably withheld, conditioned or delayed.

14.14 Re-Subdivision. Seller agrees that in the event Purchaser elects to further subdivide the Property following Closing, Seller shall cooperate with such application provided all applicable laws and regulations in connection with such re-subdivision are met, but Seller shall have no obligation to change any such laws or regulations. In the event Purchaser advises Seller of a desire to further subdivide the Property into two (2) or more parcels on or before sixty (60) days prior to the Closing Date, Seller shall process such re-subdivision prior to the Closing Date provided all applicable laws and regulations in connection with such re-subdivision are met, but in no event will Closing be delayed. This obligation shall survive Closing.

14.15 Ground Lease. Upon delivery of the Liquidated Rent Amount to Seller, the Ground Lease shall be deemed null and void and of no further force or effect. Until Closing, it shall remain in full force and effect.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]
IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year first above written.

WITNESS:

SELLER:

QUEEN ANNE'S COUNTY, MARYLAND
a political subdivision of the State of Maryland

By: THE COUNTY COMMISSIONERS
OF QUEEN ANNE'S COUNTY

WITNESS:

PURCHASER:

THE GARDENS OF QUEEN ANNE, LLC
a Maryland limited liability company

By: John H. Wilson, Manager

JOINDER

Eagle Title, LLC joins herein to evidence its agreement to fulfill any and all obligations of Escrow Agent set forth in this Agreement.

Eagle Title, LLC

By: __________________________
Name: _________________________
Title: __________________________
EXHIBIT B
LEGAL DESCRIPTION

TO BE ATTACHED DURING THE FEASIBILITY PERIOD
MEMORANDUM

TO: County Commissioners
   Gregg A. Todd, County Administrator

FROM: Michael Whitehill, Chairman, Economic Development Incentive Fund Commission
       By: Jean Fabi, Economic Development Manager

CC: Economic Development Incentive Fund Commission

DATE: February 20, 2019

SUBJECT: Request for Transfer of Funding from BRIDGE to Economic Development Incentive Fund

The Economic Development Incentive Fund (EDIF) Commission, met at their regularly scheduled meeting on February 19, 2020 and, as part of its agenda, reviewed the Bylaws and the overall performance of the program. It was noted the EDIF program has been very successful in administering small amounts of conditional loan incentive monies to projects that support investment, growth and full time job generation. To date awarded $2.5 Million to support $35 Million in private investment and retained 671 jobs with total new full time 205 jobs to be created from 2014 through 2018. The current balance of the EDIF is $146,378 with a current project pipeline of $200,000 +/- to date. The EDIF commission has received a request for funding for expansion of Corsica Technologies. The request exceeds the amount currently available in EDIF fund. The additional funding is needed to support this company’s requests and other such future requests to the program.

The BRIDGE Fund was authorized as an incentive program to be administered for the attraction of a development project to support extraordinary economic impact for the county. Neither incentive funds have dedicated sources of revenues. The EDIF Commission recommends assigning the BRIDGE Fund balance of $288,000 to the EDIF Fund and making these monies available to be awarded in smaller increments. When the county attracts a significant development project, requiring a substantial incentive, the EDIF Commission and the Department will propose that project to the Board of Commissioners, for their review, and request discretionary funds be made available for the project, perhaps leveraged with state participation, based on the economic impact to the county tax base, as a result of the proposed project investment and employment.

SUGGESTED MOTION: I recommend the BRIDGE Fund monies totaling $288,000 be reauthorized to the EDIF and for the combined total monies to be used in the manner now authorized by the EDIF Bylaws.
MEMORANDUM

Date: February 26, 2019

To: County Commissioners

From: Steve Chandlee, Director, Department of Parks and Recreation
       James Wood, Public Landings Supervisor, Department of Parks and Recreation

Subject: Engineering Services for Corsica River Dredging Project

The Department of Parks and Recreation seeks approval to contract with BayLand Consultants & Designers, Inc. to provide engineering services for Design, Permits, Construction Documents, Contract Administration and Inspection for the Corsica River Dredging project.

A Request for Proposals (RFP) was advertised in accordance with Queen Anne’s County’s procurement procedures on February 5, 2019. A pre-bid meeting was held on February 12, 2019. Two bids were received and read aloud at a Bid Opening on February 19, 2019.

As noted in the table 1, BayLand Consultants & Designers, Inc. submitted the lowest qualifying base bid with a cost of $46,500. County staff and the MD-Department of Natural Resources (MD-DNR) dredging coordinator reviewed the proposals. BayLand recently provided engineering services for the successful Kent Narrows Dredging project. There is concurrence BayLand as the low bidder has the required experience and personnel to effectively complete this project as requested.

Funding for this contract will come from the approved CORSICA RIVER DREDGING project (#330001) budget that has ample funds available for this expense, see table 2. The project is primarily funded by a $300,000 FY2017 State of Maryland Waterway Improvement grant. Therefore the Local Vendor Preference was not applied. Furthermore, none of the vendors qualify for Local Vendor Preference.

REQUESTED ACTION/MOTION:

I move to authorize the Department of Parks and Recreation enter into a contractual agreement with BayLand Consultants & Designers, Inc. for engineering services. This contract will be for the base bid of $46,500 with options to execute add alternates and change orders, as necessary, up to a total of $68,300 for services described in the request for proposal, addendums and bid proposal. Funding will be provided by MD-DNR grant funds as identified in the Corsica River Dredging Capital Project #330001.

cc: Jon Seeman
Table 1: Corsica Dredging RFP for Engineering Services - BID OPENING RESULTS

<table>
<thead>
<tr>
<th>COMPANY NAME</th>
<th>Bid Amounts</th>
<th>Subtotals</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>BASE BID AMOUNT</td>
<td>ADD ALTERNATE #1 DMPS(^1) REMEDIATION BID AMOUNT</td>
</tr>
<tr>
<td>BayLand Consultants &amp; Designers, Inc. 7455 New Ridge Road, Suite T Hanover, MD 21076</td>
<td>$46,500</td>
<td>$18,800</td>
</tr>
<tr>
<td>Davis, Bowen &amp; Friedel, Inc. 106 N. Washington St Easton, MD 21601</td>
<td>$61,800</td>
<td>$21,100</td>
</tr>
</tbody>
</table>

\(^1\) Dredge Material Placement Site (DMPS)

Table 2: Corsica River Dredging Project Funding Status

<table>
<thead>
<tr>
<th>PARKS AND RECREATION DEPARTMENT - PUBLIC LANDING DIVISION</th>
</tr>
</thead>
<tbody>
<tr>
<td>CORISCA RIVER DREDGING</td>
</tr>
<tr>
<td>Approved FY17 DNR Waterway Improvement Grant</td>
</tr>
<tr>
<td>Proposed Expenditures:</td>
</tr>
<tr>
<td>BayLand - Engineering Services</td>
</tr>
<tr>
<td>Total FY19 Expenditures</td>
</tr>
<tr>
<td>Remaining Budget with Proposed Expenditure</td>
</tr>
</tbody>
</table>
Date: February 26, 2019
To: County Commissioners
From: Lee E. Edgar, P.E.
Re: Liberty Building Window Replacement: Contract Award

Sealed bids were received and opened on Thursday, February 7, 2019 for the Liberty Building Window Replacement construction contract. The contract consists of the removal and replacement of seventy original windows units with premium, custom-fitted aluminum clad units with 30-year warranty. The windows will be designed and fabricated to be mounted from the building exterior, thereby preserving original interior trim work. Project Bids were solicited in accordance with the County Procurement Policy. Five (5) bids were received, publicly opened and read as follows:

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Location</th>
<th>Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Patuxent Renovations, Inc.</td>
<td>Prince Frederick, MD</td>
<td>$219,832.00</td>
</tr>
<tr>
<td>The Mullan Contracting Company</td>
<td>Lutherville, MD</td>
<td>$261,175.00</td>
</tr>
<tr>
<td>VKM Contracting</td>
<td>Alexandria, VA</td>
<td>$265,000.00</td>
</tr>
<tr>
<td>Harper &amp; Sons, Inc.</td>
<td>Easton, MD</td>
<td>$274,500.00</td>
</tr>
<tr>
<td>J.A.K. Construction</td>
<td>Baltimore, MD</td>
<td>$348,000.00</td>
</tr>
</tbody>
</table>

Patuxent Renovations, Inc.’s bid is the lowest responsive and responsible bid and exceeds the approved FY2019 Capital Project #400893 Liberty Building Window Replacement budget by $19,832.00; however, adequate funding is available in the FY2019 County Facility Program to fulfill the remainder of the contract as shown within the attached Capital Budget funding and expenditures summary. Based on the above, staff recommends award of the contract to Patuxent Renovations, Inc. of Prince Frederick, Maryland.

If you agree with this recommendation, please make a motion similar to the following:

I move to award the Liberty Building Window Replacement construction contract to Patuxent Renovations, Inc. of Prince Frederick, Maryland in the amount of $219,832.00 and authorize the Director of Public Works to issue the Notice of Award and execute the Contract on behalf of the County Commissioners.
## ENGINEERING AND GENERAL SERVICES DIVISION
### FY 2019 - LIBERTY BUILDING WINDOW REPLACEMENT CAPITAL BUDGET

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>Approved FY 2019 - Project 400893 Capital Budget</td>
<td>$200,000.00</td>
</tr>
<tr>
<td>Approved FY 2019 - Project 400003 County Facility Program</td>
<td>$19,832.00</td>
</tr>
<tr>
<td><strong>Total Available Funds</strong></td>
<td><strong>$219,832.00</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Expenditures</td>
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</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Remaining Balance</strong></td>
<td><strong>$219,832.00</strong></td>
</tr>
</tbody>
</table>
Thank you for your consideration in approving this request. If you need further information, please do not hesitate to contact me.

Sincerely,

[Signature]

Andrea M. Kane, Ph.D.
Superintendent

CC: Capt. Beverly Kelley
   Board of Education Members
February 6, 2019

Mr. Stephen Wilson, President
Queen Anne’s County Commissioners
The Liberty Building
107 North Liberty Street
Centreville, MD 21617

Dear Mr. Wilson,

In accordance with Section 5-105(b) of the Annotated Code of Maryland, the Board of Education requests County Commissioner approval of the transfers listed below between major state categories, for the period January 1, 2019 to January 31, 2019.

Major Category: Administration – Addition $21,998
Contracted Services - $20,898
- Mandatory upgrade the Financial and Human Resources Management Systems Equipment - $1,100
- Laptop Purchase for Finance Office

Major Category: Fixed Charges – Reduction ($21,998)
Retirement – ($21,998)
- Anticipated savings to offset mandatory upgrade the Financial and Human Resources Management Systems and laptop for Finance Office

Major Category: Instruction – Reduction ($132,000)
Salaries & Wages – ($132,000)
- Anticipated salary lapse to offset increased salaries in Health Services ($23,000) and Transportation ($109,000)

Major Category: Health Services – Addition $23,000
Salaries - $22,500
- Adjust budgets to reflect anticipated salary expenditures
Other Charges - $500
- Adjust budget to reflect actual expenditures in Meetings & Conferences

Major Category: Transportation – Addition $109,000
Salaries - $95,000
- Adjust budgets to reflect anticipated salary expenditures
Other Charges - $14,000
- Adjust budget to reflect actual expenditures in Vehicle Insurances
February 8, 2019

Mr. Stephen Wilson, President
Queen Anne’s County Commissioners
The Liberty Building
107 North Liberty Street
Centreville, MD 21617

Dear Mr. Wilson,

In accordance with Section 5-101 of the Annotated Code of Maryland, the Board of Education requests County Commissioner approval of the use of additional Fund Balance as a funding source for the FY2020 Operating Budget, effective July 1, 2018.

On June 20, 2018, the Board of Education approved the use of Fund Balance in the amount of $234,000 to balance its FY 2019 Operating Budget. This amount is shown as Committed Fund Balance, as included in the Board of Education’s Financial Statements for the period ending June 30, 2018.

Thank you for your consideration in approving this request.

If you need further information, please do not hesitate to contact me.

Sincerely,

Andrea M. Kane, Ph.D.
Superintendent

AMK/jmp
# CC-18

QUEEN ANNE'S COUNTY
REQUEST FOR BUDGET AMENDMENT
FY2019

<table>
<thead>
<tr>
<th>Description of expenditure/revenue accounts to increase/(decrease):</th>
<th>Fund</th>
<th>Activity</th>
<th>Account</th>
<th>Project</th>
</tr>
</thead>
<tbody>
<tr>
<td>Decrease Emergency Equipment</td>
<td>410</td>
<td>411000</td>
<td>39910</td>
<td>400753</td>
</tr>
<tr>
<td>Decrease Emergency Equipment</td>
<td>410</td>
<td>411000</td>
<td>9050</td>
<td>400753</td>
</tr>
<tr>
<td>Total Decrease In Project</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Increase Public Safety Network</td>
<td>410</td>
<td>411000</td>
<td>39910</td>
<td>400857</td>
</tr>
<tr>
<td>Increase Public Safety Network</td>
<td>410</td>
<td>411000</td>
<td>9050</td>
<td>400857</td>
</tr>
<tr>
<td>Total Increase In Project</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

This budget amendment transfers budget authority from the Medication Storage & Dispenser project to the Public Safety Network project.

The Medication storage & Dispenser will not be purchased in FY19.

No New County Funds Are Requested.

Requester printed Department: Nichole Hepfer for DES
Requester signature & date: 2/4/19
Finance Director signature & date: 2/4/19
Approval & date: 2/4/19
February 26, 2019

Ms. Jennifer Ruffner, Administrator
Maryland Heritage Areas Authority
Maryland Historical Trust
100 Community Place
Crownsville, MD 21032-2023

Dear Ms. Ruffner:

The Board of County Commissioners of Queen Anne's County hereby supports the FY 2019 Maryland Heritage Area Authority grant application from the Queen Anne's County Legacy Foundation.

This grant will support expansion of the Queen Anne's County Candlelight Tour of Historic Homes & Caroling Festival which is a heritage tourism and economic development project in Queen Anne's County. The Candlelight tour is an historic Eastern Shore tradition renewed in 2018 with considerable success, interpreting eleven historic venues. This grant will support expansion of the Candlelight tour to add a Caroling Festival to the events and activities of the weekend December 6th 2019.

The Queen Anne’s County Legacy Foundation is requesting $5000 from the Maryland Heritage Areas Authority grant program to support the above event and to expand the event to include a caroling festival. Matching funds of $3750 and in-kind labor of $1250 will be provided by Queen Anne’s County Legacy Foundation in support of the grant application.

Sincerely,

THE COUNTY COMMISSIONERS OF
QUEEN ANNE'S COUNTY

James J. Moran, President
Jack N. Wilson, Jr.
Stephen Wilson
Philip L. Dumenil
Christopher M. Corchiarino
QAC Candlelight Tour of Historic Homes
December 6, 2019 12-5 pm

An Evening with Benjamin Franklin
September 14, 2019 7-10 PM

Chesapeake Bay Motoring Festival
in Historic Centreville
June, 22, 2019

The Chesapeake Farmers Market
local produce, family activities,
cooking lessons, music (in planning)
MISSION

The Legacy Foundation’s mission is to foster quality of life for the residents of Queen Anne’s County and to help revitalize the economy of our historic towns through cultural, historical and educational events which attract visitors to our local businesses and build community spirit and fun for our hometown families. QACLFS also provides matching grants for restoration of our historic museums to ensure an ideal cultural experience for our visitors.

QACLFS is dedicated to building each event on proactive economic development principles, active community feedback, disciplined research & data collection and excellence in event planning and guest services.

Events and Community Activities for 2019

An Evening with Benjamin Franklin, September 12, 2019 - Spend an evening in the mind of a genius and one of the framers of our constitution with one of our countries finest reenactors. Join us at Wye River Upper School, decorated as a ballroom at Versailles, France with an “all things Chesapeake” gourmet menu.

QAC Candlelight Tour of Historic Homes - December 6, 2019 12-5 pm. A 35 year old tradition returns to QAC with a new caroling festival to ring in the cheer of the holidays. This event was so popular in 2018 it sold out 10 days early. We have a range of beautiful homes already lined up for a day of merriment!

The Chesapeake Farmer’s Market in the Centreville downtown. Local produce, family activities, cooking lessons, music. Come help us plan for the long awaited return of our farmers market with new features, activities and attractions. In planning now, the location at the the Chesapeake Farmers Market is at Pennsylvania Avenue Park is pending completion of the Centreville infrastructure and roadwork in 2019.

Chesapeake Bay Motoring Festival in Historic Centreville, 2020, will bring a time honored Eastern Shore tradition back to the Centreville downtown. Come spend an afternoon strolling the historic town square and viewing classic cars.

The QAC Legacy Foundation is an all volunteer organization.

100% of the proceeds from our activities & events go to future community activities and local historic restoration projects. We do not have an office or overhead so we are genuinely efficient in the way we use your generous donations.

Your generosity makes our events and activities possible. Our early achievements have renewed beloved time honored traditions and have brought great joy and vibrance to our hometown community.

Your generous donation is greatly appreciated! We cannot do it without you!

Come join us as a volunteer.

WWW.QACLFS.ORG, 410-671-5317, QACLegacyFoundation@Gmail.com
To Commissioner Jack Wilson
107 North Liberty Street
Centreville, Md. 21617

RE: Request for a letter of support for an MHAA Grant

Dear Commissioner Wilson,

My name is Elaine Studley and I am writing on behalf of the Queen Anne's County Legacy Foundation to request a letter of support required for a 2019 Maryland Heritage Areas Grant application.

**QACL F Mission:** The Legacy Foundation’s mission is to foster quality of life for the residents of Queen Anne’s County and to help revitalize the economy of our historic towns through cultural, historical and educational events which attract visitors to our local businesses and build community spirit. QACL F also provides matching grants for restoration of our historic museums to ensure an ideal cultural experience for our visitors. QACL F is dedicated to building each event on proactive economic development principles, active community feedback, disciplined research & data collection and excellence in event planning and guest services.

**Background/Grant information:**

**QAC Candlelight Tour of Historic Homes & Caroling Festival** - December 6, 2019 12-5 pm. A 35 year old tradition returns to Queen Anne’s County with a new caroling festival to ring in the cheer of the holidays and bring new visitors and cultural tourists to our community.

This grant will assist us in expanding upon the **Candlelight Tour of Historic Homes** which was extremely successful in 2018 with a %96 consumer rating, 400 new visitors to our downtown 50% visitors from outside of our county and 12% new visitors from the Western Shore of Maryland. Our goal is to build upon this tradition and success in support of QAC tourism.

**Fiscal Impact:**
QACL F is requesting $5000 from the MHAA grant program to support the above event and to expand the event to include a **Caroling festival**. Matching funds of $3750 and in-kind labor of $1250 will be provided by Queen Anne’s County Legacy Foundation in support of the grant application.

**Requested letter:**
Below is a sample letter to Maryland Heritage Areas Grant program in support of the QAC Candlelight Tour grant request.

Maryland Heritage Areas Authority Maryland Historical Trust
100 Community Place Crownsville, MD 21032
Attention: Jennifer Ruffner Administrator
410-697-9586 jen.ruffner@maryland.gov

Dear Ms. Ruffner,

The Commissioners of Queen Anne’s County support the FY 2019 Maryland Heritage Area Authority grant application from the Queen Anne’s County Legacy Foundation.

This grant will support expansion of the QAC Candlelight Tour of Historic Homes & Caroling Festival which is a heritage tourism and economic development project in Queen Anne’s County. The Candlelight tour is an historic Eastern Shore tradition renewed in 2018 with considerable success, interpreting eleven historic venues. This grant will support expansion of the Candlelight tour to add a Caroling Festival to the events and activities of the weekend December 6th 2019.

Fiscal Impact:
QACLF is requesting $5000 from the MHAA grant program to support the above event and to expand the event to include a caroling festival. Matching funds of $3750 and in-kind labor of $1250 will be provided by Queen Anne’s County Legacy Foundation in support of the grant application.

Sincerely,

Elaine Studley

Elaine Studley MBA
President of the Board of Directors
Queen Anne’s County Legacy Foundation
# FY 2020 MHAA Non-Capital Grant Application

## Instructions

### Overview

<table>
<thead>
<tr>
<th>Organization Name</th>
<th>Queen Anne's County Legacy Foundation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grant Project Title</td>
<td>Queen Anne's County Candlelight Tour and Caroling Festival</td>
</tr>
</tbody>
</table>

## FY2020 MARYLAND HERITAGE AREAS PROGRAM NON-CAPITAL GRANT APPLICATION

Application Deadline (online submission):
11:59 pm on your local heritage area's deadline (see page 17 of the Grant Guidelines).

The Maryland Heritage Areas Program Non-Capital Grant promotes planning, interpretation and programming projects that support and create heritage tourism resources within the 13 Certified Heritage Areas.

Please read the following instructions before beginning your application:

- This grant application is for **non-capital projects**, rather than capital, or construction projects.
- Funds awarded in this application round will be available no sooner than July 11, 2019.
- Please review the program guidelines before beginning your grant application. The guidelines contain important information about grant amounts, project selection criteria, matching requirements, eligible costs, eligible applicants, and project timeline.
- We strongly recommend that you contact your local heritage area staff before applying to be sure your project is eligible and to obtain appropriate guidance.
- The grant application must be submitted online with all attachments by **11:59 p.m. on your local heritage area's deadline (see the Grant Guidelines)**.
- Please note that all questions with a red asterisk (*) require answers. You will not be allowed to submit your application without first answering these questions, or uploading the required documents.
- When you have submitted your application successfully, you will see a confirmation message on the screen, and you will receive a confirmation e-mail.

### Notes on completing the online application:

- Please review the "Quick Start" guide available HERE before beginning your grant application. This document will give you valuable tips on how to use the online application system.
- For assistance with the online application process, please contact mht.grants@maryland.gov.
7. Creation of advertising,
   - 1 billboard Route 50,
   - 5 advertisements on the Eastern Shore,
   - 3 advertisements on the Western Shore
   - entries in all community calendars, local and adjacent Western Shore
   - Radio spots on two stations with a reach to the Western Shore, Baltimore and Washington DC
   - Local flyers, cards and signage outdoor and in local businesses
   - Creation of a tour video in cooperation with QACTV
8. Photography of all historic homes outside and inside
9. Creation of a paper map and an electronic tour map
10. Printing of 500+ tour programs with maps
11. Purchase of docent historic and period outfits
11. Docent training program, 1 informational evening with assignments, house data, instruction, gloves & costumes
12. Reservation of 3 or 4 - 15 person passenger buses to travel from the square to the agricultural property
13. Creation of outdoor signage for the homes, and tour points
14. Creation of wristbands and or hand stamps to identify visitors
15. Creation of an online ticketing system and paper tickets along with an adjunct hand stamp
16. Creation of a database system to capture visitor information
17. Creation of an online post tour survey to evaluate visitor experience and satisfaction

**What will be the results of this project? What tangible and intangible deliverables do you anticipate?**

For tangible deliverables, specify the anticipated number of products, i.e. 1,500 square feet of exhibits, 5,000 brochures; for intangible deliverables, provide estimates, i.e. 500 new visitors, 150 new interactions with the public, 750 additional page views on your website.

The Legacy Foundation project team and local community expect:

- 500 tour visitors, 200 carolers, 700 visitors to this event 50% of which will be new to historic Centreville Downtown
- 2000+ web views to the Centreville Calendar, QAC Historical Society website and Candlelight tour websites
- partnering with 501(c)3 organizations, QAC Historical Society, QAC Arts Council and Centreville Main Street program
- increased foot traffic and awareness to all of the partnering organizations
- partnering & specials with local retailers including the local restaurants for complimentary fare for the tour
- 1000+ visitors to the historic downtown among the partnering organizations
- 500 commemorative brochures, 1000 commemorative giclee prints of the Centreville Historic Downtown
- quantifiable increase in consumer traffic to the downtown restaurants and local businesses
- the creation of a database of cultural & historic tourists for future marketing of cultural and historic events
- a warming of the Centreville historic district to the benefits and appropriate economic fit of cultural tourism
- contribution to the economic development and cultural tourism of Centreville and Queen Anne's County
- the inherent benefits of cultural tourism community, respectful visitors, community fit, inclination to contribute

**Grant Project Start Date**
• Please note that ALL applicants are REQUIRED to provide a dollar-for-dollar match to the grant, which must be at least 75% cash and no more than 25% in-kind match.
• ALL applicants must provide documentation that the proposed match is committed or in-hand. Applicants that have their match documented by June 1, 2019 will receive extra points; if awarded a grant, all match documentation must be received by October 31, 2019 in order to receive a grant.
• All match MUST be expended during the grant period, which will commence no earlier than July 11, 2019.
• The total of required cash and in-kind match should not exceed the amount of the grant request.
• Before completing the budget fields below on this page, complete your detailed budget using the Excel spreadsheet which you can download and complete by clicking HERE. You must use this form.
• You will use the numbers from the Excel spreadsheet to fill out the fields below, on this page.
• For a sample budget, please see sample budget tab in the Excel budget document.

Detailed Project Budget
Using the line items from your "Grant Project Scope of Work" answer on the previous tab, provide a detailed project budget. The required form is available HERE. Once you have completed the project budget, upload it here as an Excel file.
QACLF Budget Detail.xlsx

Grant Funds Requested

The maximum amount you can request for an MHAA Capital Grant project is $100,000. The minimum is $5,000. Round up to the nearest dollar.

5000.00

Matching Funds

Proposed Cash Match
What is the dollar amount of the cash funds that you will provide for your required match? You must provide at least 75% of the amount you are requesting for the grant.
3750.00

Upload proof of your cash match here.
If you are not able to provide documentation of your match at the time of submission, please email your match documentation to MHT.grants@maryland.gov by June 1, 2019 in order to get extra points during the review, and no later than October 31, 2019 in order to receive a grant award.
2019-02-15 QA Legacy.pdf

Proposed In-Kind Match
What is the dollar amount of the cash value of your proposed in-kind match?
1250.00
What's Up & Capital Gazette
- Local, Western Shore, DC calendar entries - This is all volunteer work
- 2 Radio spots - This is NFP Radio spots on the Baltimore and Eastern Shore specific stations
- Local flyers, cards and signage - These are flyers to be hanged everywhere permissible in public and retail spaces
- Creation of a tour video in cooperation with QACTV - in conjunction TV this is a creative visit to the tour homes on video
- Photography of all historic homes outside and inside - this is a service donated by Elaine Studley a QACLF Volunteer
- Design of a paper map and an electronic tour map - This is a printed map and a tour app (GPSMyCity)
- Printing of 500+ tour programs with maps & Giclee - This is the day of program, design donated, printing billable and a memento of the tour in a single print to be purchased.
- Purchase of docent historic and period outfits - These are outfits to be worn by the docents working in the historic homes
- Docent training program online - This is a training video online. Videography will be donated and editing will be paid.
- Passenger buses (3-4) - These are the 15 passenger buses which will go to the historic farm
- Outdoor signage for the homes, and tour points - These are signs designating the location and explaining the history
- Wristbands and or hand stamps to identify visitors - These identify visitors as tour participants
- Online ticketing system and paper tickets - Eventbrite will be used for ticketing along with traditional paper tickets
- Database system to capture visitor information - This is donated volunteer labor downloaded from Eventbrite
- Post tour visitor survey - This is a SurveyChimp - survey which will be emailed within 24 hours of the tour to each visitor

Please upload any supporting documentation for your budget (e.g. estimates, correspondence containing pricing options, list prices for items described in the budget). If you need to upload multiple documents, you can upload the first document here, and any others on the Attachments page.

Ongoing Maintenance

How will ongoing maintenance costs be paid for in future years (if applicable)?
This is a recurring event. All materials, supplies, uniforms and designs will be retained for the next year. Future purchasing will be done from revenues from the previous year.

Urgency

Urgency and Significance

Is this project urgent?
Why does this project need to proceed at this time? What will happen if it does not? What part of the project needs to be completed most urgently?
This project is the signature event of the Queen Anne's County Legacy Foundation and important part of an economic development plan to bolster cultural and historic tourism in support of an
Sustaining Regional Identity. You can find more about the areas of focus and the overall goals of the Maryland Heritage Areas Program in our strategic plan, which can be found HERE.

The primary component of the QACLF Mission Statement is to help revitalize the economy of our historic towns through cultural, historical, and educational events which attract cultural visitors to our historic sites, local communities, and museums. We believe that cultural tourism is consistent with the value system of the Eastern Shore and helps to support shore traditions and lifestyle.

Each QACLF project seeks to support and partner with the local NFP cultural and historic organizations. Our belief is that community partnerships are the most successful way to build cultural tourism and economic health.

QACLF is dedicated to building community by sustaining and supporting the Regional "Legacy" passed down to us. All of our events are derived from the historic traditions and practices of our Eastern Shore community and are consistent with the value system of the Eastern Shore.

**Does your project support or highlight the diverse history and cultural traditions of Maryland? If so, please provide details.**

Diversity could refer to any group of people who have been underrepresented in the historical and cultural record: women, people of color, immigrants, LGBTQ communities, people with disabilities. Embracing diversity is an evolving experience on the Eastern Shore and a very important priority for our foundation. One of the most exciting developments in our community is the preservation and recent restoration of sites such as the Kennard Historic High School and Cultural Center and the Hope School both historic sites of African American Education. These cultural centers and museums have helped bring our community together and offered education on history and cultural traditions. Our goal is to continue to partnering with these organizations in our future projects.

Our foundation is new and we have begun working with our diverse community. It is a deeply held value for us and will be an ongoing commitment as we develop new projects in the coming years, welcome new volunteers to our community and new board members to lead us collaborative community projects.

### Access & Outreach

#### Access and Outreach

**Describe the benefit of the completed project to the general public.**

The Candlelight Tour of Homes and the Caroling Festival is a day of fun for our community as part of a weekend of cultural activities. The benefit is in bringing visitors to enjoy our sites and local community out to remember our sites and their own cultural experiences. For those who have lived here for generations our tour is a chance to reconnect with their own family history, to share their stories of the neighborhoods of the past and to engage new comers in the traditions of our town.

For a visitor, the tour is a step inside the life of a community that is often described as "Mayberry" like. Queen Anne's County and Centreville are a respite from the busy lifestyle of the Eastern Shore. Our traditions, as we live them everyday harken back to a quieter more peaceful time in history when life meant walking to the neighborhood church, museum, retail shop or restaurant and sharing the day chatting with your neighbors.

**What provisions exist or will be made for physical or programmatic access by individuals with disabilities?**
boards
John Cvach CPA & Treasurer - Longstanding history with Centreville and member of the Centreville Economic Development Authority
Penny Lins - Board Secretary - 28 years on Planning and Zoning in public service to Centreville
Sharon Cooke - Board Member and 30 years in the community with 2 businesses
Rebecca Marquardt - Board Historian serving on the QAC Historical Society, Museum of Eastern Shore Life, Stories of the Chesapeake, and Historic Kennard School boards.
Coleman Sellers, renown photographer serving on the Kent Island Federation of Artists in QAC
Judith Geggis - member of the QAC Historical Society and longstanding docent and docent coordinator and trainer in the community
Debra Karembellas - 30 year Army Veteran with a service connected disability, worked for Veteran's Administration, Masters in Education and a Masters in Emergency Management, new board member 2019.
Bettina Gilbert, Board of Directors Finance Committee, board member of the QAC Arts Council

Upload the resume of the lead member of the organization's project team.
You can upload additional resumes of team members on the Attachments page.
E_Studley_Resume.pdf

Consultants and Partners

Identify any key individuals outside of the applicant organization who were consulted in the development of this grant application or who will be involved in this project (i.e. contractors, consultants or partners).
Include the name, title, company name, and the role they will play.
This project was created in consultation with, Queen Anne's County Historical Society, Queen Anne's County Commissioner Jack Wilson, Centreville Town Council and the Centreville Mainstreet Program, Centreville Economic Development Authority, and the Queen Anne's County Historic Court House, clerk of the court Scott McGlashan.
Upload the resume of the key partner or consultant you will be working with.
You can upload additional resumes of team members on the Attachments page.

Support

Support for the Project

Federal Legislative Districts
Please indicate the Federal legislative district in which your project property (not your organization) is located. To look it up, click HERE.
1

State Legislative Districts
Please indicate the Maryland state legislative district in which your project property (not your organization) is located. To look it up, click HERE.
36

Please list the elected officials and other individuals from whom you have requested
Organization Type
nonprofit organization

Tax ID / Federal Employer Identification Number (EIN)
For non-profit organizations and government agencies, this is generally a 9-digit number, e.g. 52-1234567.
52-1782373

Mailing Address
201 South Liberty Street

City          State
Centreville   MD

Zip Code
21617

Organization General Phone Number
410-671-5317

Extension

Organization General Email Address
QACLegacyFoundation@Gmail.com

Website Address
www.QACLF.org

Organizational Documents
Non-profit organizations must upload copies of their organizational documents. For most organizations this will include the filed Articles of Incorporation or Articles of Organization, and Bylaws or an Operating Agreement. Government entities do not need to upload organizational documents.

You can upload one document in each upload box. If you need to upload additional documents, you can add them on the Attachments page at the end of the application.
QACLF.org MidShore Community Foundation Fund.pdf

Additional Organizational Document
Articles of Incorporation.pdf

Proof of Non-Profit Status (if applicable)
If your organization is a non-profit, you must upload a copy of the Determination Letter from the Internal Revenue Service.
02 - IRS Determination Letter_VER_1.pdf
Organizational Background

This section provides us with basic information about your organization, how it operates, and baseline statistics about your operations. It is primarily for informational purposes, and will not be part of your overall application score.

**What is your organization’s annual operating budget?**
The Legacy Foundation will have its first anniversary in March. Our first year budget was $13,000 used to open the fund with MidShore Community Foundation and provide a single $1000 grant to the QAC Historical Society to support matching funds needed for their 2018 Md Heritage Area Grant to install a museum ventilation system in Historic Tucker House.

**How many staff members and volunteers does your organization have?**
Indicate how many are full-time and how many are part-time.
Queen Anne’s Legacy Foundation is an all volunteer organization including a board of directors of 12 and 42 volunteer docents for our community projects. We partner with a range of local organizations and boards.

**Does your organization have board and staff members from diverse backgrounds? If not, have you taken steps to increase your organization’s diversity over time?**
Our board has gender and ethnic diversity. Our committees and venues reflect significant diversity. We presently have an invitation to a local director to add greater depth and diversity to our activities and events.
**Legal Authorization**

I certify that all the information contained in this application is true and accurate and that I am legally authorized to submit this application on behalf of the applicant organization.

Yes

**Full Name of Legally Authorized Submitter**

This must be someone legally authorized to sign for your organization.

Elaine M. Studley

---

**Attachments**

<table>
<thead>
<tr>
<th>Title</th>
<th>File Name</th>
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</thead>
<tbody>
<tr>
<td>QACLFF Organization Mission</td>
<td>QACLFF Grant Strategy Sheet 2019 C2.jpg</td>
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<tr>
<td>Foundation Activities Sheet</td>
<td>QACLFF Grant Strategy Sheet 2019 C.jpg</td>
</tr>
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<td>Historic Courthouse</td>
<td>Tour Program_3.jpg</td>
</tr>
<tr>
<td>The Hermitage</td>
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<td>Historic Wright's Chance</td>
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<td>The Thomas Wright House</td>
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<td>Tucker House</td>
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<tr>
<td>Turpin House - home of QACLFF.org</td>
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<tr>
<td>The Stolle Home</td>
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<td>Tour Map online and in paper</td>
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<td>Photograph Listing Candlelight Tour of Homes</td>
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Files attached to this form may be deleted 120 days after submission.
February 11, 2019

The Honorable James Moran
President, Board of Commissioners
107 North Liberty Street
Centreville, MD 21617

RE: Proposed Wall of Remembrance Funding for Those Killed in Action During the Korean War

Dear Mr. Moran,

I hope this letter finds you well and surviving the cold winter months. First of all, I just wanted to thank you for your dedication to the Maryland Association of Counties and our legislative work in Annapolis.

During my inaugural speech in Cambridge last month, I mentioned that Harford County was the first county in the nation to fund the inscription of our fallen heroes from the Korean War. The Korean Veterans are adding a wall to the monument area in Washington which will list all the names of those killed in action during the Korean conflict.

I would love to see Maryland be the first state in the nation to fully fund the names of its fallen heroes. One of my goals as President of MACo is to see if we can join together from each of our jurisdictions to get this done. I have attached an approximate cost and the number of KIAs from your jurisdictions. Additional information can be attained from Richard W. Dean II, Vice-Chairman, Korean War Veterans Memorial Foundation, Inc., 8354 K Dunham Court, Springfield, VA 22152, along with his cell 202-207-5418.

Thank you for your attention to this matter and always if you have any questions please do not hesitate to give me a call.
With every good wish, I remain

Very truly yours,

Barry Glassman
Harford County Executive

BG/ses
## Proposed Wall of Remembrance Funding Goals and Monitors for Maryland (2018NOV04)

<table>
<thead>
<tr>
<th>County + B-City</th>
<th>KIAs</th>
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1/ Number of KIAs times $410.00

2/ RB - Robert Banker, RD - Rick Dean, RG - Ray Glock, SF - Sam Fielder, WA - William Alli

wealli, 240.441.9611, billali39@gmail.com
Dear County Commissioner,

Agriculture is Maryland’s number one industry. This industry is constantly shrinking, while our population continues to grow. Meaning we have to supply more food on less land. With this in mind agriculture is crucial for our survival. In 2017, a coalition of agriculture educators and professionals joined together to host “Agriculture Awareness Day” for all 7th grade students across Queen Anne’s County. This event has been very well received by students, educators, parents and the agriculture community.

This coalition will again be hosting an “Agriculture Awareness Day” April 9 & 10, 2019. We will use Next Generation Science and Maryland Environmental Literacy Standards to educate all areas of agriculture. With the use of five educational stations throughout the day, we look forward to covering Technology & Equipment, Crops, Farm Animals, Nursery/Landscape, Greenhouse/Produce, Aquaculture & AG Careers. Agriculture is very diverse and we plan to reach all aspects.

This educational experience will be held at the Queen Anne’s County 4-H Park, located outside of Centreville, during school hours.

We are once again seeking partners to financially support this agriculture education event. Funding is needed to support transportation of students, as well as supplies for the educational stations. If you are interested in partnering with us to support this event, please submit your contribution as indicated below by March 1, 2019.

Thank you in advance for your support. We look forward to hearing back from you, so that we can continue creating an adventurous and educational day. If you have questions, please feel free to contact us. You can reach us at Jenell Eck, jenell.eck@gmail.com, Jenny Rhodes, jrhodes@umd.edu, Jessica Clarke, jclarke7@mix.wvu.edu or Kim Kempel, kkempel@live.com.

Sincerely,

Agriculture Awareness Day Committee

Name: _____________________________________________
Address: __________________________________________
City: ___________________ ST _______ ZIP___________
E-mail ________________________________

I would like my company/business to be listed in the passports handed out during Agriculture Awareness Day QAC TV and Social Media Sites:

_____ YES _____ NO

(Please mail business card or email logo to be used)

Please accept my donation of
$1,000+ Gold Sponsor $500-999 Silver Sponsor
$100-499 Bronze Sponsor Other: $____

Payment Method:
Check #________
Made payable to: Queen Anne’s County Farm Bureau

I would like a receipt. _____ YES _____ NO

Mail to:
Queen Anne’s County Farm Bureau Attn: Agriculture Awareness Day P.O. Box 459 Centreville, MD 21617
Wednesday, February 13, 2019

Margie A. Houck, Clerk
The County Commissioners for Queen Anne’s County
107 North Liberty Street
Centreville, Maryland 21617

Re: Petition for Text Amendment

Dear Ms. Houck:

Please find enclosed two “Petition for Text Amendment” requesting amendment to the provisions to Chapter 18 of the County Code, Sections

18: 1-4 of the Code of Public Local Laws of Queen Anne’s County Relating to year of the Comprehensive Plan. We request the following change to correctly relating Planning and Zoning determinations to the proper Comprehensive Plan we recommend modifying Code of Public Law from 2002 Queen Anne’s Comprehensive Plan to 2010 and subsequent legal amendments.

and

18: 1-108 of the Code of Public Local Laws of Queen Anne’s County Relating to MPDU Moderately priced dwelling units. We request the following changes to facilitate the implementation the intentions of the citizens of Queen Anne’s County to increase the number of moderately priced dwelling units in Queen Anne’s County. It is recommended to set reasonable price and time frame for the construction of MPDU’s within the county. It is recommended that paying fees in lieu of constructing MPDUs have a set price. This price per unit should be the average price of the last 10 homes sold 12 months. It is also recommended that the fees collected be placed in a lock box and use for the sole purpose of purchasing land and building MPDU’s within 3 years of the last payment as set forth in the following ordinance.

We are filing the petitions as residents of Queen Anne’s County, property owners. We respectfully request that these Petitions for Text Amendments be processed in accordance with Section 18:1-218 of the County Code and forwarded to the Planning Commission for its review and recommendations.

If you have any questions, please do not hesitate to contact any of us. Thank you in advance for your kind assistance.

Mike Koval, kovalbuild@atlanticbb.net, (443) 324-7507
Robert Buckey, rbuckey@verizon.net, (240) 619-6509
Helen Bennett, helen.anita.bennett@gmail.com, (571) 277-6964
Ann Williams, amwilliams6302@hotmail.com, (410) 739-6302
COUNTY ORDINANCE NO. 09 -

A BILL ENTITLED AN ACT CONCERNING MPDU - Moderately priced dwelling units

For Amendments to Chapter 18: 1-108 of the Code of Public Local Laws of Queen Anne’s County Relating to MPDU Moderately priced dwelling units.

FOR THE PURPOSE of Implementing the intentions of the citizens of Queen Anne’s County to allow development in the County as long as there is a balance in socio-economic growth. It is recommended to set reasonable price and time frame for the construction of MPDU’s within the county. It is recommended that paying fees in lieu of constructing MPDUs have a set price. This price per unit should be the average of the last 10 homes sold in the past 12 months. It is also recommended that the fees collected be placed in a lock box and use for the sole purpose of purchasing land and building MPDU’s within 3 years of the last payment as set forth in the following ordinance.

Current Law

§ 18:1-108 Moderately priced dwelling units

A. -C.

D. Compliance.

(1) At least 10% of the units in a residential development subject to this article shall be designated as MPDUs and meet all requirements of this article.

(2) Compliance with this section may be achieved through either of or a combination of the following options as prioritized below:

(a) Constructing MPDUs. Compliance may be achieved by constructing MPDUs on the site where the residential development is to occur or off the site where the residential development is to occur if the Planning Commission has approved the off-site location based on the location’s access to public amenities and compatibility of surrounding uses and densities.

(b) Paying fees in lieu of constructing MPDUs.

[1] Compliance with this section may be achieved by contributing to the Moderately Priced Housing Fund where the Planning Commission finds that:

[a] In the project or subdivision originally proposed by the applicant, an indivisible package of residents and facilities to be provided to all households would cost the occupants of the MPDUs so much that it is likely to make the MPDUs effectively unaffordable by eligible persons; or
The dedication required by Subsection D(2)(b)[1][a] above is unsuitable or impracticable due to size, topography, drainage, site configuration, or other physical site characteristic; and

The public benefits of paying a fee outweigh the benefits of constructing MPDUs in each subdivision throughout the County, and acceptance of applicant's fee in lieu will achieve the objective of providing a broad range of housing opportunities throughout the County] The amount of fees due under this section shall be calculated yearly by subtracting the maximum allowable price of an MPDU from the median price of the same size unit, with comparable number of rooms, sold in the County in the preceding year.

Payment of fees in lieu shall be made to the County according to the time schedule below.

<table>
<thead>
<tr>
<th>Percentage of Market Rate Units</th>
<th>Percentage of Payment in Lieu</th>
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</thead>
<tbody>
<tr>
<td>Up to 30%</td>
<td>None required</td>
</tr>
<tr>
<td>30% plus 1 unit</td>
<td>At least 10%</td>
</tr>
<tr>
<td>Up to 50%</td>
<td>At least 30%</td>
</tr>
<tr>
<td>Up to 75%</td>
<td>At least 50%</td>
</tr>
<tr>
<td>75% plus 1 unit</td>
<td>At least 70%</td>
</tr>
<tr>
<td>Up to 90%</td>
<td>100%</td>
</tr>
</tbody>
</table>

Donation of land to the County.

The County may accept donations of land in fee simple, on- or off-site, that the Housing Department determines are suitable for the construction of MPDUs. The value of donated land shall be equal to or be greater than the value of the fee-in-lieu payment required by this section. The Housing Department may require, prior to accepting land as satisfaction of the requirements of this article, that the applicant submit appraisals of the land in question, as well as other data relevant to the determination of equivalent value. The land shall be donated into the Moderately Priced Housing Fund.

The procedures for considering and implementing alternatives other than constructing MPDUs on the site shall be established by the Planning Commission. To implement an alternative, the applicant must sign an agreement with the County not later than a time provided by the Planning Commission in its approval of the alternative.

Compliance with this article also shall require that:

(a)
The applicant provides covenants, recorded among the land records of the County, that states that the unit will continue to be a MPDU for the control period, in compliance with this article; and

(b)
The applicant signs a moderately priced dwelling unit (MPDU) agreement, which includes a calculation of MPDUs, required to comply with this article in which the applicant agrees to meet the requirements of this article. This form shall be kept on file at the Planning Department.

E. Adjustments for MPDU qualification.

(1) If the Planning Commission finds that conditions of the design, construction, pricing, or amenity package of an MPDU project will lessen the ability of eligible persons to afford the MPDUs, the Planning Commission may eliminate or modify those conditions or other costs that reduce the affordability of the MPDUs.

(2) If the County Commissioners find that impact fees required to be paid pursuant to Chapter 18:3 will substantially lessen the ability of eligible persons to afford the MPDUs, the County Commissioners, upon written petition, may subsidize, exempt or adjust such impact fees upon such terms and conditions as the County Commissioners, in their discretion, shall find necessary in order to implement the housing goals of the Queen Anne's County Comprehensive Plan Land Use Policy.

F. Construction of MPDUs.

(1) Integration.

(a) MPDUs within market rate developments shall be integrated with the overall development plan and shall be generally consistent in exterior design and appearance with other units in the proposed development. The following criteria may be considered in determining whether the requirements of this subsection have been met.

[1] Whether there are existing or proposed physical barriers between market rate units and MPDUs.

[2] Whether the MPDUs are located within reasonable proximity of proposed market-rate units.

[3] Whether the MPDUs of a particular housing type (e.g., multifamily or single-family) are reasonably blended with market rate units of the same type.

(b) Consistent with the purpose and intent of this article, the Planning Commission may authorize an applicant to increase the sale price of a MPDU by no more than 10%. However, no increase shall be allowed unless the Planning Commission finds, in exceptional cases, that a price increase is necessary to achieve compliance with Subsection F(1) above.

(2) Phasing. Where feasible, MPDUs shall be provided coincident to the development of market-rate units, but in no event shall the development of MPDUs be delayed beyond the schedule below.

<table>
<thead>
<tr>
<th>Percentage of Market Rate Units</th>
<th>Percentage of MPDUs</th>
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</thead>
<tbody>
<tr>
<td>Percentage Range</td>
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<td>Up to 30%</td>
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<td>30% plus 1 unit</td>
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<tr>
<td>Up to 90%</td>
<td>100%</td>
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</table>
PROPOSED COUNTY ORDINANCE NO. 09 -

A BILL ENTITLED AN ACT CONCERNING Statement of purpose as it relates to the Comprehensive Plan

For Amendments to Chapter 18:1-4 of the Code of Public Local Laws of Queen Anne's County Relating to year of the Comprehensive Plan

FOR THE PURPOSE of correctly relating Planning and Zoning determinations to the proper Comprehensive Plan we recommend modifying Code of Public Law from 2002 Queen Anne's Comprehensive Plan to 2010 and subsequent legal amendments.

SECTION I

BE IT ENACTED BY THE COUNTY COMMISSIONERS OF QUEEN ANNE'S COUNTY, MARYLAND that Section 18:1-4 A(1) of the Code of Public Local Laws be amended to read as follows:

§ 18:1-4 Statement of purpose; interpretation.
A. Purpose.(1)

The purpose of this Chapter 18:1 is to implement the 2010 Queen Anne's County Comprehensive Plan and subsequent additions and promote the health, safety and general welfare of the present and future inhabitants of the County by:
DEPARTMENT OF PLANNING & ZONING
110 Vincit Street, Suite 104
Centreville, MD 21617

Telephone Planning: (410) 758-1255
Fax Planning: (410) 758-2905
Telephone Permits: (410) 758-4088
Fax Permits: (410) 758-3972

Helen M. Spinelli, AICP
Principal Planner

ACTION ITEM

TO: BOARD OF COUNTY COMMISSIONERS
FROM: HElEN M. SPINELLI, AICP, PRINCIPAL PLANNER
MEETING DATE: FEBRUARY 26, 2019
RE: TEXT AMENDMENT/COUNTY ORDINANCE #19-04 REVISIONS TO CHAPTER 18
APP: APPENDIX A: GLOSSARY TRUCK STOP AND TRAVEL PLAZA DEFINITION.

Chapter 18 contains provisions for text and map amendments. Amendments to sections of Chapter 18 that are not part of the Subdivision Regulations (§ 18:1-158 through §18:1-192) may be initiated by the County Commissioners or the Planning Commission at any time. The Queen Anne's County Planning Commission reviewed TA/CO 19-04 at their February 14, 2019 meeting and sends a favorable recommendation to the Board of County Commissioners.

COUNTY COMMISSIONER ACTION

Action requested:
• Schedule a Public Hearing on Text Amendment/County Ordinance # 19-04

BACKGROUND

The recent review and recommendation with amendments of Text Amendment/County Ordinance 18-11 by the Planning Commission concerning the definition of High Commercial Uses as it relates to Gas Stations with Convenience Stores and Gasoline Service Stations brought further review of the definition of Truck Stops and Travel Plazas. TA-CO 19-04 adds specific language to the definition in Chapter 18 App: Appendix A: Glossary pertaining to Truck Stop and Travel Plaza with the intention of further defining truck fueling stations.

OBJECTIVE

Text Amendment /County Ordinance # 19-04 adds specific language to Chapter 18 App: Appendix a. Glossary to clarify what constitutes a truck stop which would include uses intended to service trucks and their ancillary uses at a truck stop and travel plaza such as truck parking, restaurants, convenience store and fast food service.
PROPOSED TEXT AMENDMENT TO CHAPTER 18 APP: APPENDIX A. GLOSSARY

Text Amendment/County Ordinance # 19-04 would modify Chapter 18 App: Appendix a: Glossary and those changes are represented as follows: underlined and yellow highlighted text for new wording, strikethrough for text being removed and Chapter 18 App: Appendix: Glossary text in italics:

CHAPTER 18 App: Appendix a: Glossary

TRUCK STOP AND TRAVEL PLAZA
A facility primarily intended for commercial trucks, tractor trailers and recreational vehicles and truck service facility that consists of fuel sales and restaurant facilities, a fast-food restaurant and/or convenience store on one lot or adjacent lots, and may also include vehicle service and repairs, ancillary retail overnight lodging activities and shower and locker room facilities, all managed as a unit with off-street parking provided on the property.

DISCUSSION

The Queen Anne's County Board of County Commissioners and the Planning Commission have been reviewing various ways to specifically determine where high speed diesel fuel pumps and service stations for use by trucks are appropriate in Queen Anne's County. TA/CO 18-11, which was introduced by the County Commissioners in October 2018, and given a favorable recommendation by the Queen Anne’s County Planning Commission in December 2018, seeks to restrict high speed diesel fuel pumps, truck stops and travel plazas, truck parking and vehicle overnight parking in the definition of High Commercial Use in Chapter 18 Glossary. TA/CO 19-04 will enhance the definition of Truck Stop and Travel Plaza to insure a clear understanding of where this use is allowed in Queen Anne’s County.

DECISION

The Planning Commission sends a favorable recommendation to the Board of County Commissioners on TA-CO 19-04.

Attachments: Text Amendment/County Ordinance 19-04
COUNTY ORDINANCE NO. 19-04

A BILL ENTITLED

AN ACT CONCERNING the Definition of "Truck Stop and Travel Plaza" under Chapter 18 of the Code of Public Local Laws of Queen Anne's County, Maryland;

FOR THE PURPOSE or revising and clarifying the definition of Truck Stop and Travel Plaza in Chapter 18 of the Code of Public Local Laws;

BY AMENDING the definition of Truck Stop and Travel Plaza in Chapter 18 App: Appendix a: Glossary of the Code of Public Local Laws.

SECTION I

BE IT ENACTED BY THE COUNTY COMMISSIONERS OF QUEEN ANNE'S COUNTY, MARYLAND that the definition of Truck Stop and Travel Plaza in Chapter 18 App: Appendix a: Glossary be and is hereby AMENDED to read as follows:

TRUCK STOP AND TRAVEL PLAZA

A facility primarily intended for commercial trucks, tractor trailers and recreational vehicles; and truck service facility that consists of fuel sales and a restaurant, facilities a fast-food restaurant and/or convenience store on one lot or adjacent lots, and may also include vehicle service and repairs, ancillary retail overnight lodging activities and shower and locker room facilities, all managed as a unit with off-street parking provided on the property.

SECTION II

BE IT FURTHER ENACTED that, upon introduction, this Ordinance shall be referred to the Queen Anne's County Planning Commission for investigation and recommendation.

SECTION III

BE IT FURTHER ENACTED that this Ordinance shall take effect on the forty-sixth (46th) day following its enactment.
Queen Anne's County

DEPARTMENT OF PLANNING & ZONING
110 Vincit Street, Suite 104
Centreville, MD 21617

Telephone Planning: (410) 758-1255
Fax Planning: (410) 758-2905
Telephone Permits: (410) 758-4088
Fax Permits: (410) 758-3972

Helen M. Spinelli, AICP
Principal Planner

TO: BOARD OF COUNTY COMMISSIONERS
FROM: HELEN M. SPINELLI, AICP, PRINCIPAL PLANNER
SAM STANTON, GIS COORDINATOR
MEETING DATE: FEBRUARY 26, 2019
RE: MAP AMENDMENT #19-05 – WILL REPLACE THE BUFFER EXEMPT AREA (BEA) WITH A MODIFIED BUFFER AREA (MBA) TO BE INCORPORATED INTO THE COMPREHENSIVE CRITICAL AREA BOUNDARY LINE ADJUSTMENTS AND TO ESTABLISH THE DIGITALLY GENERATED, GEO-REFERENCED MODIFIED BUFFER AREA (MBA) WITHIN THE 1,000 FOOT CRITICAL AREA OVERLAY DESIGNATIONS THAT DELINEATE INTENSELY DEVELOPED AREAS (“IDA”), LIMITED DEVELOPMENT AREAS (“LDA”) AND RESOURCE CONSERVATION AREAS (“RCA”).

COUNTY COMMISSIONER ACTION

Action requested:

• Request Patrick Thompson, Esq. draft an omnibus bill to repeal the Buffer Exempt Area (BEA) maps and replace them with the digitally generated, geo-referenced Modified Buffer Area (MBA) mapping.
• Schedule on Commissioners meeting to conceptually approve Map Amendment # 19-05 and forward it to the Chesapeake Critical Area Commission for review and approval as a program refinement.

In 2008 the State of Maryland amended its Environmental Article and determined that the Critical Area Commission, a division of the Department of Natural Resources, would update the Chesapeake Bay Critical Area boundary maps as it pertains to those counties with coastal areas within one thousand feet (1,000) of tidal waters.

BACKGROUND

The process of updating the Critical Area Overlay Map in Queen Anne’s County occurred over a number of years with draft maps presented to the county and reviewed by Critical Area Commission and county staff.
MA19-05 – replace the Buffer Exempt Area (BEA) with the Modified Buffer Area (MBA) on Critical Area Maps in Queen Anne’s County

The overall Critical Area Maps were updated and adopted by the Queen Anne’s Board of County Commissioners and the Critical Area Commission in 2018. As part of that update, the county and Critical Area Commission reviewed the area known as the Buffer Exempt Area (BEA) separately, which was recommended by the Critical Area Commission. The BEA areas were established with the original Critical Area Mapping and intended to provide buffer exemption for developed lots along the shoreline that were established prior to the Critical Area law that became effective in December of 1985. As with the original Critical Area Mapping, the BEA line was based on the 1972 Maryland State Wetland maps which was represented on Mylar Maps and have many inaccuracies. The Critical Area Commission contracted with Salisbury State University Geographic Information System (GIS) Department and revised the BEA area in Queen Anne’s County using digitally generated geo-referenced information to create a new designation known as the Modified Buffer Area (MBA). The BEA and newly established MBA has specific reduced buffer provisions and other standards which are found in Section 14:1-53 of Chapter 14, the Chesapeake Bay Critical Area Act (section attached).

OBJECTIVE

To adopt the Comprehensive update of the Critical Area Buffer Exempt Area (BEA) Maps to a digitally generated geo-referenced overlay layer of the Critical Areas designations of Intensely Developed Areas (IDA), Limited Development Areas (LDA) and Resource Conservation Areas (RCA) renamed as the Modified Buffer Area (MBA) Maps.

DISCUSSION

The proposed Comprehensive Map Amendment to replace the Buffer Exempt Area (BEA) Mylar Maps with the digitally generated geo-referenced Modified Buffer Area (MBA) mapping as part of the Queen Anne’s Critical Area Overlay maps are a necessary step to providing the most accurate, up-to-date and accessible information to the citizens of Queen Anne’s County and all those who choose to conduct business in the county. Please use this link to view the MBA maps: https://gis.qc.gov/cbca. Once the map has loaded each area can be viewed by clicking on the bookmark buttons on the home panel located to the left. Also attached is a screenshot that may help navigate the map.

DECISION

The Planning Commission requests the Board of County Commissioners draft an ordinance in accordance with Chapter 14, the Chesapeake Bay Critical Areas Act, to approve Map Amendment 19-05 that will replace the Buffer Exempt Area (BEA) with a Modified Buffer Area (MBA) to be incorporated into the comprehensive Critical Area Boundary Line adjustments and to establish the digitally generated, geo-referenced Modified Buffer Area (MBA) within the 1,000 foot critical area overlay designations that delineate Intensely Developed Areas (“IDA”), Limited Development Areas (“LDA”) and Resource Conservation Areas (“RCA”).

            Screenshot that will help navigate the MBA mapping
Specific provisions for Buffer Exempt Areas:

A. Intent. The following provisions are intended to accommodate limited use of shoreline areas that have been mapped as Buffer Exempt Areas (BEAs) under the provisions of this Chapter 14:1 while protecting water quality and wildlife habitat to the extent possible.

B. Applicability. This section applies only to new development or redevelopment within 100 feet of tidal waters, tidal wetlands and tributary streams on lots of record as of December 1, 1985, and located in mapped Buffer Exempt Areas as shown on the Critical Area maps.

C. The following special provisions apply to development and redevelopment in mapped BEAs in the IDA, LDA and RCA:

1) New development or redevelopment activities, including structures, roads, parking areas and other lot coverage including septic systems, will not be permitted in the Buffer Exempt Area unless the applicant can demonstrate and the Planning Director finds that there is no feasible alternative. Such findings shall document that the intrusion is the least necessary. A copy of the Planning Director's findings in this regard shall be available to the Critical Area Commission upon request.

2) New development or redevelopment shall minimize the shoreward extent of intrusion into the Buffer Exempt Area and shall not exceed the shoreward extent of existing structures located on the property. In no case shall the intrusion into the Buffer Exempt Area encroach into a required yard under the terms of the underlying zone unless a variance therefor has been first granted.

3) Development may not impact any Habitat Protection Area (HPA) as defined in Section VI of the Queen Anne's County Critical Area Program.

4) No natural vegetation may be removed in the Buffer except that required by the proposed construction, and any other natural vegetation in the Buffer shall be maintained.

D. The following special provisions apply to development and redevelopment in mapped BEAs in the LDA and RCA:

1) If a parcel or lot 1/2 acre or less in size was a lot of record on or before December 1, 1985, then lot coverage associated with that use is limited to 25% of the parcel or lot.

2) If a parcel or lot 1/4 acre or less in size was in nonresidential use on or before December 1, 1985, then lot coverage associated with that development is limited to 25% of the parcel or lot. If a parcel or lot 8,000 square feet or less in size was a lot of record on or before December 1, 1985, then lot coverage on the lot area is limited to 25% of the parcel or lot, plus 500 square feet, provided:

   a. New lot coverage on the parcel or lot has been minimized;
   b. Stormwater quality impacts have been minimized through site design and/or use of best management practices agreed on by the County and the Critical Area Commission; and

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(c) On-site mitigation is performed or payment of a fee-in-lieu is made to offset adverse water quality impacts.

(3) If a parcel or lot greater than 8,000 square feet but less than or equal to 21,780 square feet was a lot of record on or before December 1, 1985, then lot coverage on the lot is limited to 31.25% of the parcel or lot, provided the requirements of § 14:1-38D(8)(b)(1), (2) and (3) are met.

(4) If a parcel or lot greater than 21,780 square feet but less than or equal to 36,300 square feet was a lot of record on or before December 1, 1985, then lot coverage on the lot is limited to 5,445 square feet, provided the requirements of § 14:1-38D(8)(b)(1), (2) and (3) are met.

(5) If an individual lot one acre or less in size is part of a subdivision approved after December 1, 1985, the lot coverage of the lot may not exceed 25% of the lot. However, the total lot coverage on the entire subdivision may not exceed 15%.

(6) These provisions do not apply to a legally existing manufactured home park that was in residential use on or before December 1, 1985.

(7) The Board of Appeals may grant a variance from the provisions of this subsection in accordance with Part 7 of this Chapter 14:1.

1. Buffer mitigation

(1) Any development in the Buffer Exempt Areas approved under the provisions of this subsection shall be mitigated as follows:

(a) The extent of the lot or parcel shoreward of the new development or redevelopment shall be required to remain, or shall be established and maintained, in natural vegetation; and

(b) Natural vegetation of an area twice the extent of the lot coverage must be created on the property or other similar location approved by the Planning Director.

(2) Any required reforestation, mitigation or offset areas shall be designated under a development agreement or other instrument and recorded among the land records of Queen Anne's County.

(3) If a person demonstrates to the satisfaction of the Planning and Zoning Office that mitigation requirements, on-site or off-site, cannot be reasonably accomplished, the person shall contribute money (a fee-in-lieu), at a rate to equal the total cost of creating forest land.

(4) The fees-in-lieu collected may only be used for projects within the Critical Area for the benefit of wildlife habitat, water quality improvement or environmental education. These sites will be planted with more than one native species and will remain in a forest management plan held with the Maryland Forest Service.
Dear Mr. Wilson:

The purpose of this Letter of Map Revision (LOMR) is to remove the Coastal Barrier Resources System (CBRS) unit boundaries from the effective Flood Insurance Rate Maps (FIRMs) for your community. Historically, the CBRS unit boundaries and flood insurance prohibition date for each area were included on FIRMs for informational purposes.

To address potential inconsistencies between published FIRMs and the official maps maintained by the USFWS, FEMA will no longer provide CBRS boundary data on effective FIRMs. The removal of the CBRS boundary data from FIRMs does not affect the CBRS status of these areas or change the restrictions that apply in these areas. USFWS will continue to be the source for official CBRS property determinations, and documentation for those determinations can only be provided by USFWS. The CBRS boundary data from the USFWS website will also be displayed on the National Flood Hazard Layer (NFHL) Viewer at msc.fema.gov/nfhl and included on the interactive and dynamic flood maps available through the FEMA Map Service Center. The NFHL can be used to view effective flood hazard information, such as SFHAs, in a map viewer or to download it for use in a Geographic Information Systems (GIS) application. More information on the NFHL is available at fema.gov/national-flood-hazard-layer-nfhl.

If you have any questions regarding floodplain management regulations for your community or the National Flood Insurance Program (NFIP) in general, please contact the Consultation Coordination Officer for your community. If you have any technical questions regarding this LOMR, please contact the Director, Mitigation Division of the Department of Homeland Security’s Federal Emergency Management Agency (FEMA) in Philadelphia, Pennsylvania, at (215) 931-5512, or the FEMA Map Information eXchange (FMIX) toll free at 1-877-336-2627 (1-877-FEMA MAP). Additional information about the NFIP is available on our website at https://www.fema.gov/national-flood-insurance-program.

Sincerely,

Patrick “Rick” F. Sacbibit, P.E., Branch Chief
Engineering Services Branch
Federal Insurance and Mitigation Administration

List of Enclosures:
Letter of Map Revision Determination Document
Attachment to LOMR 19-03-0349P

cc: Mr. John Kling, CFM
Floodplain Manager
Queen Anne's County
LETTER OF MAP REVISION
DETERMINATION DOCUMENT

<table>
<thead>
<tr>
<th>COMMUNITY INFORMATION</th>
<th>PROJECT DESCRIPTION</th>
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<tr>
<td>STATE</td>
<td>Maryland</td>
<td>CBRS REMOVAL</td>
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<tr>
<td>IDENTIFIER</td>
<td>CBRS Removal for Maryland</td>
<td>APPROXIMATE LATITUDE AND LONGITUDE: 38.452-76.378</td>
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FLOODING SOURCE AND REACH DESCRIPTION

Atlantic Ocean - various areas along the coastline of Maryland

COUNTIES WITHIN MARYLAND AFFECTED BY THIS REQUEST

Calvert County
Dorchester County
Kent County
Queen Anne's County
Somerset County
St. Mary's County
Talbot County
Wicomico County
Worcester County

This document provides the determination from the Department of Homeland Security's Federal Emergency Management Agency (FEMA) regarding a request for a Letter of Map Revision (LOMR) for the area described above. This document revises the effective National Flood Insurance Program (NFIP) map, as indicated in the National Flood Hazard Layer (NFHL).

This determination is based on the flood data presently available. The enclosed documents provide additional information regarding this determination. If you have any questions about this document, please contact the FEMA Map Information eXchange toll free at 1 877 336 2627 (1 877 FEMA MAP) or by letter addressed to the LOMC Clearinghouse, 3601 Eisenhower Avenue, Suite 500, Alexandria, VA 22304-6426. Additional Information about the NFIP is available on our website at https://www.fema.gov/national-flood-insurance-program.

Patrick "Rick" F. Sachibit, P.E., Branch Chief
Engineering Services Branch
Federal Insurance and Mitigation Administration

19-03-0349P 102-D
Federal Emergency Management Agency  
Washington, D.C. 20472

LETTER OF MAP REVISION  
DETERMINATION DOCUMENT (CONTINUED)

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<tr>
<td>240064</td>
<td>St. Mary's County (Unincorporated Areas)</td>
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Patrick "Rick" F. Sacbbit, P.E., Branch Chief  
Engineering Services Branch  
Federal Insurance and Mitigation Administration
LETTER OF MAP REVISION DETERMINATION DOCUMENT (CONTINUED)

COMMUNITIES WITHIN TALBOT COUNTY AFFECTED BY THIS REQUEST

CID Number: 240066 Name: Talbot County (Unincorporated Areas)
CID Number: 240068 Name: Town of Oxford

COMMUNITIES WITHIN WICOMICO COUNTY AFFECTED BY THIS REQUEST

CID Number: 240078 Name: Wicomico County (Unincorporated Areas)

COMMUNITIES WITHIN WORCESTER COUNTY AFFECTED BY THIS REQUEST

CID Number: 240083 Name: Worcester County (Unincorporated Areas)

This determination is based on the flood data presently available. The enclosed documents provide additional information regarding this determination. If you have any questions about this document, please contact the FEMA Map Information eXchange toll free at 1 877 336 2627 (1 877 FEMA MAP) or by letter addressed to the LOMC Clearinghouse, 3601 Eisenhower Avenue, Suite 500, Alexandria, VA 22304-6426. Additional Information about the NFIP is available on our website at https://www.fema.gov/national-flood-insurance-program.

Patrick "Rick" F. Sacbibit, P.E., Branch Chief
Engineering Services Branch
Federal Insurance and Mitigation Administration
The purpose of this Letter of Map Revision (LOMR) is to remove the Coastal Barrier Resources System (CBRS) unit boundaries from the effective Flood Insurance Rate Maps (FIRMs) for your communities. Historically, the CBRS unit boundaries and flood insurance prohibition date for each area were included on FIRMs for informational purposes.

Please note that no new coastal analysis was conducted; this LOMR only removes the CBRS boundary data. Other effective flood hazard information, such as Special Flood Hazard Areas (SFHAs), Base (1-percent-annual-chance) Flood Elevations, and floodway delineations, is unchanged. This LOMR does not invalidate any prior flood hazard determinations or supersede any effective Letters of Map Change (Letters of Map Amendment, LOMRs, etc.). To complete the Standard Flood Hazard Determination Form, access CBRS boundary data from the Department of the Interior’s U.S. Fish and Wildlife Service (USFWS). Please note that no annotated FIRM or Flood Insurance Study (FIS) report attachments are enclosed. Future revisions to FIRMs and FIS reports will not supersede this LOMR; rather, this LOMR will be incorporated into those revised or updated FIRMs and FIS reports. The LOMR will continue to be effective for the remaining FIRMs until they all reflect this change.

The USFWS is responsible for maintaining and updating the official CBRS maps and the CBRS digital boundary data. Aside from minor exceptions, only Congress has the authority to modify the boundaries of the CBRS. Historically, CBRS boundary data have been shown on effective FIRMs because of their relevance to the availability of Federal flood insurance. The official CBRS maps and digital boundary data (including the flood insurance prohibition dates) are available at fws.gov/cbra or through the online CBRS Mapper at fws.gov/cbra/maps/Mapper.html.

To address potential inconsistencies between published FIRMs and the official maps maintained by the USFWS, FEMA will no longer provide CBRS boundary data on effective FIRMs. The removal of the CBRS boundary data from FIRMs does not affect the CBRS status of these areas or change the restrictions that apply in these areas. USFWS will continue to be the source for official CBRS property determinations, and documentation for those determinations can only be provided by USFWS. The CBRS boundary data from the USFWS website will also be displayed on the National Flood Hazard Layer (NFHL) Viewer at msc.fema.gov/nfhl and included on the interactive and dynamic flood maps available through the FEMA Map Service Center. The NFHL can be used to view effective flood hazard information, such as SFHAs, in a map viewer or to download it for use in a Geographic Information Systems (GIS) application. More information on the NFHL is available at fema.gov/national-flood-hazard-layer-nfhl.

This determination is based on the flood data presently available. The enclosed documents provide additional information regarding this determination. If you have any questions about this document, please contact the FEMA Map Information eXchange toll free at 1 877 336 2627 (1 877 FEMA MAP) or by letter addressed to the LOMC Clearinghouse, 3501 Eisenhower Avenue, Suite 500, Alexandria, VA 22304-6426. Additional information about the NFIP is available on our website at https://www.fema.gov/national-flood-insurance-program.

Patrick "Rick" F. Sacbibit, P.E., Branch Chief
Engineering Services Branch
Federal Insurance and Mitigation Administration
Case No. 19-03-0349P 102-D
Federal Emergency Management Agency
Washington, D.C. 20572

LETTER OF MAP REVISION
DETERMINATION DOCUMENT (CONTINUED)

**Calvert County, MD (All Jurisdictions)**

| TYPE: FIRM | NO.: 24009C0204G | DATE: November 19, 2014 |
| TYPE: FIRM | NO.: 24009C0219G | DATE: November 19, 2014 |

| TYPE: FIRM | NO.: 24019C0045E | DATE: March 16, 2015 |
| TYPE: FIRM | NO.: 24019C0135E | DATE: March 16, 2015 |
| TYPE: FIRM | NO.: 24019C0145E | DATE: March 16, 2015 |
| TYPE: FIRM | NO.: 24019C0150E | DATE: March 16, 2015 |
| TYPE: FIRM | NO.: 24019C0410E | DATE: March 16, 2015 |

| TYPE: FIRM | NO.: 24029C0380D | DATE: June 09, 2014 |
| TYPE: FIRM | NO.: 24029C0390D | DATE: June 09, 2014 |

| TYPE: FIRM | NO.: 24035C0165D | DATE: November 05, 2014 |
| TYPE: FIRM | NO.: 24035C0305D | DATE: November 05, 2014 |


| TYPE: FIRM | NO.: 24032C0204G | DATE: November 19, 2014 |
| TYPE: FIRM | NO.: 24032C0219G | DATE: November 19, 2014 |

| TYPE: FIRM | NO.: 24019C0045E | DATE: March 16, 2015 |
| TYPE: FIRM | NO.: 24019C0135E | DATE: March 16, 2015 |
| TYPE: FIRM | NO.: 24019C0145E | DATE: March 16, 2015 |
| TYPE: FIRM | NO.: 24019C0150E | DATE: March 16, 2015 |
| TYPE: FIRM | NO.: 24019C0410E | DATE: March 16, 2015 |

| TYPE: FIRM | NO.: 24029C0380D | DATE: June 09, 2014 |
| TYPE: FIRM | NO.: 24029C0390D | DATE: June 09, 2014 |


This determination is based on the flood data presently available. The enclosed documents provide additional information regarding this determination. If you have any questions about this document, please contact the FEMA Map Information eXchange toll free at 1-877-336-2627 (1-877-FEMA-MAP) or by letter addressed to the LOMC Clearinghouse, 3601 Eisenhower Avenue, Suite 500, Alexandria, VA 22304-6426. Additional information about the NFIP is available on our website at https://www.fema.gov/national-flood-insurance-program.

Patrick "Rick" F. Sacbibit, P.E., Branch Chief
Engineering Services Branch
Federal Insurance and Mitigation Administration

19-03-0349P 102-D
### LETTER OF MAP REVISION DETERMINATION DOCUMENT (CONTINUED)

**AFFEC TED MAP PANELS (CONTINUED)**

**St. Mary’s County, MD (All Jurisdictions)**

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This determination is based on the flood data presently available. The enclosed documents provide additional information regarding this determination. If you have any questions about this document, please contact the FEMA Map Information eXchange toll free at: 877 336 2827 (1 877 FEMA MAP) or by letter addressed to the LOMC Clearinghouse, 3801 Eisenhower Avenue, Suite 500, Alexandria, VA 22304-6426. Additional information about the NFIP is available on our website at https://www.fema.gov/national-flood-insurance-program.

Patrick "Rick" F. Sacbibi, P.E. Branch Chief Engineering Services Branch Federal Insurance and Mitigation Administration
Federal Emergency Management Agency  
Washington, D.C. 20472

LETTER OF MAP REVISION  
DETERMINATION DOCUMENT (CONTINUED)

COMMUNITY INFORMATION

APPLICABLE NFIP REGULATIONS/COMMUNITY OBLIGATION

We have made this determination pursuant to Section 206 of the Flood Disaster Protection Act of 1973 (P.L. 93 234) and in accordance with the National Flood Insurance Act of 1968, as amended (Title XIII of the Housing and Urban Development Act of 1968, P.L. 90 448), 42 U.S.C. 4001 4128, and 44 CFR Part 65. Pursuant to Section 1361 of the National Flood Insurance Act of 1968, as amended, communities participating in the National Flood Insurance Program (NFIP) are required to adopt and enforce floodplain management regulations that meet or exceed NFIP criteria. These criteria, including adoption of the FIS report and FIRM, and the modifications made by this LOMR, are the minimum requirements for continued NFIP participation and do not supersede more stringent State/Commonwealth or local requirements to which the regulations apply.

COMMUNITY REMINDERS

We have determined that removing CBRS boundary data by this LOMR is consistent with FEMA’s mapping policy and guidance and therefore meets the minimum floodplain management criteria of the NFIP. With this LOMR, the CBRS boundary data have been removed from the FIRM, but can still be viewed on FEMA’s NFHL Viewer. USFWS should be consulted for official CBRS determinations.

We encourage state and local officials to consider including CBRS information in building permit forms, planning documents, and outreach materials. Such voluntary actions can help to increase awareness of the CBRS and the associated prohibitions on federal expenditures, which will help stakeholders make informed decisions about areas affected by the Coastal Barrier Resources Act (CBRA). Additional information on the CBRA can be found at the USFWS website fws.gov/cbra and questions may be sent to cbra@fws.gov.

If you have any questions about this document, please contact the FEMA Map Information eXchange (FMIX) toll free at 877-336-2627 (877-FEMA-MAP) or by letter addressed to the LOMC Clearinghouse, 3601 Eisenhower Avenue, Suite 500, Alexandria, VA 22304-6426. Additional information about the NFIP is available on our website at fema.gov/national-flood-insurance-program.

This determination is based on the flood data presently available. The enclosed documents provide additional information regarding this determination. If you have any questions about this document, please contact the FEMA Map Information eXchange toll free at 1 877 336 2627 (1 877 FEMA MAP) or by letter addressed to the LOMC Clearinghouse, 3601 Eisenhower Avenue, Suite 500, Alexandria, VA 22304-6426. Additional information about the NFIP is available on our website at https://www.fema.gov/national-flood-insurance-program.

Patrick "Rick" F. Sacchit, P.E., Branch Chief  
Engineering Services Branch  
Federal Insurance and Mitigation Administration  
19-03-0349P  
102-D
COMMUNITY INFORMATION (CONTINUED)

We have designated a Consultation Coordination Officer (CCO) to assist your community. The CCO will be the primary liaison between your community and FEMA. For information regarding your CCO, please contact:

Ms. Janice Barlow
Director, Mitigation Division
Federal Emergency Management Agency, Region III
One Independence Mall, Sixth Floor
615 Chestnut Street
Philadelphia, PA 19106-4404
(215) 931-5512

STATUS OF COMMUNITY NFIP MAPS

We will not physically revise and republish the FIRM for your community to reflect the modifications made by this LOMR at this time. When changes to the previously cited FIRM panels warrant physical revision and republication in the future, we will incorporate the modifications made by this LOMR at that time. This document revises the effective NFIP map, as indicated in the National Flood Hazard Layer (NFHL).

PUBLIC NOTIFICATION OF REVISION

This LOMR revises the CBRS information for your community. No flood hazards are being revised. Therefore, this LOMR is effective as of the date of this letter.

This determination is based on the flood data presently available. The enclosed documents provide additional information regarding this determination. If you have any questions about this document, please contact the FEMA Map Information eXchange toll free at 1 877 336 2627 (1 877 FEMA MAP) or by letter addressed to the LOMC Clearinghouse, 3601 Eisenhower Avenue, Suite 500, Alexandria, VA 22304-6426. Additional Information about the NFIP is available on our website at https://www.fema.gov/national-flood-insurance-program.
Attachment to LOMR 19-03-0349P

With this Letter of Map Revision (LOMR), we are removing the Coastal Barrier Resource System (CBRS) information shown on the Flood Insurance Rate Map (FIRM) Panels listed within this LOMR’s Determination Document. The CBRS information will not be removed from the downloadable version of the FIRM panels available on the Federal Emergency Management Agency (FEMA) Flood Map Service Center, but will no longer be included in FEMA’s National Flood Hazard Layer (NFHL). The NFHL is a (FEMA) digital database that contains flood hazard mapping data for the National Flood Insurance Program (NFIP). The NFHL is for community officials and residents looking to view effective flood hazard information in a map viewer or download for use in a Geographic Information System (GIS) application. More information on the NFHL is available at: https://www.fema.gov/national-flood-hazard-layer-nfhl.
IMPORTANT NEWS: Beginning February 15, 2019, Coastal Barrier Resources System (CBRS) boundaries will no longer be depicted on static, legacy Flood Insurance Rate Maps (FIRMs) issued by the Federal Emergency Management Agency (FEMA), but will be available through the National Flood Hazard Layer (NFHL) Viewer. This change to the FIRM will not impact CBRS property determinations nor any applicable prohibitions. FEMA and the U.S. Fish and Wildlife Service (USFWS) are working together to update how customers access the most up-to-date information on CBRS boundaries.

WHAT IS THE COASTAL BARRIER RESOURCES ACT?
The Coastal Barrier Resources Act (CBRA) was passed by Congress in 1982 to encourage conservation of hurricane-prone, biologically rich coastal barriers. CBRA prohibits most new federal expenditures that encourage development or modification of coastal barriers. Therefore, most new or substantially improved residences, businesses, or other developments in the CBRS are not eligible for certain federal funding and financial assistance, including coverage under the National Flood Insurance Program (NFIP). Development can still occur within the CBRS, as long as private developers or other non-federal parties bear the full cost.

CBRS boundaries are shown on maps that were originally adopted by Congress, and with few exceptions, only Congress can change the CBRS boundaries. The official CBRS maps are maintained by the USFWS.

HOW WILL THESE CHANGES AFFECT FLOOD INSURANCE RATE MAPS?
FEMA has historically shown CBRS boundaries on coastal FIRMs as a courtesy to FIRM users. Many coastal communities use the FIRM to locate CBRS boundaries in addition to understanding information about flood zones.

However, FEMA does not maintain the official CBRS maps and is not the most up-to-date source of information about them. The authoritative source for CBRS boundaries is FWS. Static, legacy FIRMs should not be used to make determination decisions regarding CBRS boundaries. Using out-of-date information to find out whether a property is eligible for flood insurance under the NFIP can have serious financial impacts.

WHERE CAN I FIND CBRS BOUNDARIES AND MORE INFORMATION?
- The official CBRS maps may be downloaded on the USFWS website at https://fws.gov/cbra/maps/index.html
- The most up-to-date CBRS boundaries can be found via the USFWS's online CBRS Mapper tool (Figure 2) at https://fws.gov/cbra/maps/Mapper.html
- Although CBRS boundaries will be removed from the National Flood Hazard Layer (NFHL), the CBRS live map service from the USFWS will be delivered along with the NFHL map service on the NFHL viewer at https://msc.fema.gov/nfhl
- FEMA’s Flood Insurance Manual contains information to help determine whether a building is eligible for NFIP coverage. Park-related structures within OPAs and structures that existed prior to the flood insurance prohibition date for any given area may be eligible. The manual is available at https://www.fema.gov/flood-insurance-manual
WHAT ARE OTHERWISE PROTECTED AREAS (OPAS)?

- The CBRS contains two types of units, System Units and Otherwise Protected Areas (OPAs). OPAs are denoted with a "P" at the end of the unit number (e.g., FL-64P).
- OPAs are predominantly comprised of conservation and/or recreation areas such as national wildlife refuges, state and national parks, local conservation areas, and private conservation areas, although they may also contain private areas that are not held for conservation and/or recreation.
- The only federal spending prohibition within OPAs is on federal flood insurance (System Units carry additional restrictions).

DISCLOSURE OF A CBRS DESIGNATION

Property owners are generally made aware of the CBRS designation affecting their property when they obtain a mortgage that requires flood insurance. However, there is no federal mandate for the disclosure of a CBRS designation by state and/or local officials or realtors at the time of purchase or construction. FEMA and USFWS encourage federal, state, and local officials to integrate CBRS data (available at fws.gov/cbra/maps/boundaries.html) into their GIS platforms and other information systems so it is readily available to community officials, developers, property owners, prospective buyers, and others.

We also encourage state and local officials to consider including CBRS information in building permit forms, planning documents, and outreach materials. Such voluntary actions can help to increase awareness of the CBRS and the associated prohibitions on federal expenditures, which will help stakeholders make informed decisions about areas affected by the CBRA.

Figure 2: The image above shows how CBRS units are currently depicted on the USFWS CBRS Mapper.

For more information on the CBRS, please visit the USFWS website at fws.gov/cbra. Additional information can also be found on the FEMA website at fema.gov/coastal-barrier-resources-system.
Public Notices

MARYLAND DEPARTMENT OF THE ENVIRONMENT
WATER AND SCIENCE ADMINISTRATION
1800 WASHINGTON BOULEVARD
BALTIMORE, MARYLAND 21230

Notice of Applications Received for State Permits

February 15, 2019

The Water and Science Administration has received the applications listed below. A preliminary review has indicated that the listed projects may be subject to the opportunity for a public hearing once the application is substantially complete. Projects may be significantly altered during the review process. The applications and related information are available for inspection and copying. You may also request written notice of any hearing opportunity by having your name placed on the interested persons list for each project in which you are interested. To inspect the file or to have your name placed on the interested persons list, contact the assigned division at the telephone number indicated below no later than March 15, 2019, unless otherwise noted in the Public Notice.

Tidal Wetlands Division - (410) 537-3837

Queen Anne's County

201960211/19-WL-0150: KENT NARROWS MARINA LLC, at 100 Piney Narrows Road, Chester, Maryland has applied to construct a 20-foot long by 8-foot wide floating pier with a 10-foot long by 200-foot wide floating platform extending a maximum 30 feet channelward from the mean high water line. The purpose of this project is to improve navigation and create a mooring area for the marina customers. The proposed project is located within the tidal waters on Kent Narrows at 100 Piney Narrows Road, Chester, Queen Anne's County, MD 21619. For more information, please contact Matthew Parson at matthew.parsons@maryland.gov or at 410-537-3541.

201960271/: MEARS POINT ASSOCIATES, at 600 Kent Narrows Way North, Grasonville, Maryland 21638 has applied to mechanically maintenance dredge a 220-foot long by 140-foot wide entrance and slip area, totaling approximately 15,242 square feet to a depth of -8.0 feet at mean low water and to deposit a maximum 1,100 cubic yards of dredged material to an approved upland disposal site located at 501 4H Park Road, Queenstown, MD. The purpose of this project is to improve navigation. The proposed project is located within the tidal waters on Kent Narrows at 600 Kent Narrows Way North, Grasonville, Queen Anne's County, MD 21638. For more information, please contact Matthew Parsons at matthew.parsons1@maryland.gov or at 410-537-3541. Comments for the Public Notice will not be accepted after March 1, 2019 at the close of business.
January 15, 2019

Mr. Stephen Wilson, President
Queen Anne’s County Commissioners
The Liberty Building
107 North Liberty Street
Centreville, MD 21617

Dear Mr. Wilson,

In accordance with Section 5-105(b) of the Annotated Code of Maryland, the Board of Education reports the following transfers within major state categories, for the period December 1, 2018 to December 31, 2018.

**Major Category: Instruction**
- Contracted Services to Equipment - $7,140
  - To purchase cafeteria tables for Church Hill Elementary School.

**Major Category: Special Education**
- Salaries to Materials of Instruction - $7,600
  - To purchase additional special education classroom materials for the district.

**Major Category: Operation of Plant**
- Contracted Services to Other Charges - $10,800
  - To allow staff to attend the national conference for the Student Information System.

If you need further information, please do not hesitate to contact me.

Sincerely,

John M. Pfister
Chief Financial Officer

CC: Andrea M. Kane, Ph.D.
    Capt. Beverly Kelley
    Board of Education Members

202 Chesterfield Avenue * Centreville, MD 21617 * 410-758-2403 * qacps.org
MEMORANDUM

TO: County Commissioners
    Gregg A. Todd, County Administrator

CC: Planning Commission
    Economic Development Commission

FROM: E. Michael Wisnosky, AICP, Director

DATE: February 20, 2019

SUBJECT: Monthly Department Report – January 2019

The following information is compiled by the staff of the Department of Planning and Zoning. The information provided is current as of January 31, 2019

Planning:

- Long-Range Planning/Community Planning/Text Amendments/ Environmental/Critical Area Planning:
  - Presentation to Queen Anne’s County League of Women Voters on the Comprehensive Plan and the history of planning in Queen Anne’s County.
  - Review zoning issues with developer for county owned property.
  - Attended Climate Academy classes for certification as Climate Professional.
  - Met with DPW concerning Critical Area issues related to bulkhead replacement at Kent Narrows Heritage Center wharf and public landing.

- Development Review/Site Plans/Subdivision Plats/Growth Allocations/Adequate Public Facilities:
  - Administrative Subdivision plat reviews, with for final approval
    Four Administrative Subdivisions were received:
    * SUB-19-01-0087, Devore Farms LLC
    * SUB-19-01-0088, Gibson’s Grant
    * SUB-19-01-0089, Angel Clark
    * SUB-19-01-0090, Charles Story
  
  - Minor Subdivision plat reviews
    Two Minor Subdivisions were received:
    * SUB-19-01-86, Devore Farms LLC
* SUB-19-01-0088, Gibson's Grant

- **Major Subdivision plat reviews**
  One Major Subdivision was received:
  * SUB-19-01-0092, The Enclave at Prospect Bay

- **Concept plan reviews**
  * SP-19-01-0017, Grasonville 7-11

- **Major Site plan review**
  * SP-19-01-0018, Grasonville Assisted Living

- **STAC meetings**
  One STAC Meeting was held January 16, 2019
  * SP-18-10-0015, Blue Grass Solar

- **Planning Commission meeting**
  No PC was scheduled for January

- **Board of Appeals**
  January 28, 2019
  BOA-19-01-0021, Jones Farm Solar (extension approved)

**Zoning:**

- Building Permit Information (Source: Energov & Sungard):

![Bar chart showing building permits by year and category](image)

![Cost of construction chart](image)
Building Permit Tracking 2019

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- **Highlights of Commercial Permits Issued in January:**
  - **Use Permits:**
    - 1339 Roberts Station Rd, Church Hill, Ronald Dell, Use Permit for "Donald's Quality Automotive Service" 0 employees
    - 101 Castle Marina Rd, Chester, SMO Inc., Food Trailer "Shore Good Eats"
  - **New Commercial:**
    - 210 Fallen Horse Circle, Queenstown, Slippery Hill Inc., Construct a 4-story Mixed Use building. 1st floor - 4 Commercial Units, Community Room & porch. Remaining floors are apartments.
    - 201 Wells Cove Rd, Grasonville, Jetty Properties, LLC, Construct a 20'9 x 30' Pavillion over existing wooden walkway.
  - **Commercial Renovations:**
    - 3101 Main St, Grasonville, Seema Hospitality, Install glass enclosures on existing balconies on the north side of existing building.

- **Inspection and Enforcement Activity for January:**
  - **Citations Issued:** 4  YTD Issued: 4
  - **Total fines issued:** $2,000  (YTD Issued: $2000; YTD Paid: $2000)
  - **Nuisance Complaints/Code Violation Inspections Conducted:** 30 (0 of which in Critical Area) (YTD: 30/0)
  - **Zoning Inspections Conducted:** 207 (83 of which within Critical Area) (YTD: 207/83)
  - **Liquor Law Compliance Inspections:** 71 (YTD: 71)

**Zoning Boards:**

- **Board of Appeals**
  - **Meeting Date:** January 30, 2019
  - **Applications Heard:**
    - BOA-19-01-0021 – Jones Farm Lane Solar, LLC – conditional use extension of time- approved
    - BOA-18-12-0018 – Nicholas Wood – variance for pole bldg. in front yard – approved
    - BOA-18-12-0019 – Jeffrey Pulford – variance for front yd. setback and garage in front yd. – approved
    - BOA-18-12-0020 – Patrick Grezeszkiewicz – variance for rear yd. setback for deck – approved
    - BOA-18-12-0017 – Joseph Hudson – conditional use for pole barn in SE zoning dist. – approved

- **License Commission (Liquor Board):**
  - **Meeting Date:** January 4, 2019
  - **Temporary licenses issued to:**
    - Chesapeake Bay Environmental Center – Date of event – January 24, February 21, March 21, April 25
  - **Smoke, Rattle & Roll – New Class “B” beer, wine & liquor license – approved for advertising**
  - **Red Eyes Dock Bar 20 – Transfer of Class “D” beer, wine & liquor license – approved for advertising**

EMW:mes
February 15, 2019

Board of County Commissioners
Mr. James Moran
Mr. Jack Wilson
Mr. Philip Dumenil
Mr. Stephen Wilson
Mr. Christopher Corchiarino
107 North Liberty Street
Centreville, MD 21617

RE: Comprehensive Zoning Plan

Dear County Commissioners:

The upcoming Comprehensive Plan is an important blueprint for the County’s future: To preserve and improve the QAC quality of life, while simultaneously providing smart economic development.

Currently as a Planning Commissioner I utilize my 40 years of extensive planning and real estate experience/knowledge. In the upcoming Comprehensive Plan, I wish to participate and provide a leading role in creating an unparalleled Comprehensive Plan.

Education and Experience

Princeton and Cornell Universities\(^1\), with a degree in architecture and planning. My education and experience, besides master planning of communities, includes the development of a variety of different product types: multi-family, retail, office, and hotels. I’m a licensed architect, licensed principal real estate broker and appraiser (expired license) in Maryland. The largest master plan I completed was the development of a 7 million sq. ft. community (substantially larger than all QAC existing commercial sq. ft.). The master plan changed the zoning, and product types included: multi-family, a shopping center, offices, hotels, townhouses, detached houses, parks, community centers and an elementary school. The planning commission and County Council both voted 9 to 0 for approval of the plan at their first hearings on the master plan. (The 9 to 0 votes were a result of minimizing/alleviating stakeholder/public concerns).

QAC Quality of Life

I travel internationally extensively and have yet to find a community as rewarding as QAC. There are numerous qualities than make QAC very special and a satisfying place to live. The Comprehensive plan needs to promote and ensure this quality of life. While simultaneously encouraging growth, (in the appropriate areas and minimizing additional QAC services), resulting in the increase of QAC’s commercial tax base.

I look forward to discussing my participation. I’m available to meet with each of you to discuss your and my vision for the future of QAC!

Sincerely yours,

David B. Douglas

The County Commissioners of Queen Anne's County
107 North Liberty Street
Centreville, Maryland 21617

February 11, 2019

Dear Commissioners:

The undersigned are parents and past-parents of children attending Shine Like Stars Preschool ("SLS") located in the Christ Church building in Stevensville.

Last year, the Star Democrat reported the County was considering "deeding" the entire church premises and parsonage to an informal group, Friends of Christ Church ("Friends"). The reason given for the County disposing of the property, was the financial burden upon the taxpayers.

We were told the plan was to terminate the only rent paying tenant, SLS Preschool, and replace this income with rent from events to be conducted in the sanctuary and church hall. An example cited by Friends for replacement of the present revenue, was to let the sanctuary/church hall for weddings/receptions and charge $1,300 per event.

Our corporate charter as a Maryland non-profit entity has been accepted by the Maryland Department of Assessments and Taxation. Our purpose is to see that the use of Christ Church by the public is maximized, and a prudent fiscal plan developed in order to reduce or eliminate the present economic burden to the County.

To that end, we would like to open a dialogue towards achieving the above.
Sincerely,

The Children’s Center for Learning & Arts, Inc.

Shelly Baird, Secretary                Jessica Ruff, Vice-President
Allison Barba, Treasurer               Kathryn Singer, Director
Meredith Braden, President             William Hemsley, Director
February 7, 2019

Board of County Commissioners
107 N. Liberty Street
Centreville, MD 21617

Commissioners:

On January 25, 2019, a hunter discharged a shotgun from a duck blind adjacent to our community which broke a window of one of our homes at 330 Narrows Pointe Drive. The duck blind is 209 yards SSE from this dwelling. Maryland Natural Resources Police responded to the incident (DNR report NRP-19=00153), but declined to shut down the blind. The hunters continued shooting.

The Narrows Pointe Council of Unit Owners requests that this duck blind located in approximate position 38°58'26.6"N 76°14'22.5"W be removed due to repeated unsafe activity at that site. Apparently, this duck blind does not carry a permit even though it is standing in the water off the point of the property owned by Long Point LLC, Easton, MD.

While we understand that duck blinds must be located at least 150 yards from a dwelling, the activity from this blind has been demonstrated as unsafe. The wind was from the west (an opposing direction) at approximately seven knots and would not have carried the shot to the dwelling. It's unknown whether a standard or non-standard shotgun load was used. The fact is that the impact was powerful enough to break a window and therefore powerful enough to do bodily harm.

This is not an isolated incident with this blind. In mid-January shotgun pellets struck the dwelling at 338 Narrows Pointe Drive. In early January shotgun pellets struck the dwelling at 312 Narrows Pointe Drive (190 yards from the blind). Hunters have also shot wounded birds in the water by boat within 150 yards of our dwellings.

We are not against hunting but we are against our community being at risk. Please immediately resolve this safety issue before a member of our community is injured.

Respectfully,

Scott Davies, President

Narrows Pointe Council of Unit Owners
504 Narrows Pointe Dr., Grasonville MD 21638
Phone: 301-641-5590

Cc: Steven Levin, Sentry Management, Inc
601 Locust Street # 302, Cambridge MD 21613
February 12, 2019

Nancy (Grimshaw) Bucher
402 Front Street – PO Box 366
Crumpton, MD 21628

Commissioners of Queen Anne’s County
107 N. Liberty Street
Centreville, MD 21617

Dear Commissioners,

I write to you today to ask that you act upon multiple unfit structures in our town (Crumpton). Our little village is experiencing something of a renaissance lately which is very encouraging and helpful to our property values. That said, there are several properties prominently on Broad Street that are abandoned and in terrible, unsafe condition.

The 2 properties I am writing about are 325 Broad Street and 218 Broad Street. Pictures and property ownership are attached. Both properties have been vacant for years, and (unlike other nearby vacant properties) there has been no sales activity visible.

325 Broad Street is particularly galling because as you will see in the attachment, the owners are a Florida LLC. Whatever possible business interest this LLC could be pursuing in a building that has been boarded-up for years, they are not very successful at it!

218 Broad Street is an example of the harm blighted properties do to our community and property values. The house next door to it was for sale this year. While that home did sell, you can certainly imagine that it would have sold more quickly and/or for more money if it was not next to the hazardous eyesore shown on the picture attached.

I request legal action and/or destruction of these properties. Our community should not be burdened with these blighted properties for years on end.

Broad Street is our main road that many people use as their basis of opinion about Crumpton. In addition, it is where multiple neighbors walk to the post office, children board school busses, etc. and so multiple people are exposed every day to the likely hazards of rodent infestation, lead paint and asbestos exposure and even possible partial collapse of these buildings.

Last, I have included a picture of the roadway next to 325 Broad Street which has repeatedly been impassable due to flooding. While I do not think it’s related to that property, this stormwater problem should be addressed as well.

Thank you for your attention to this matter,

Nancy (Grimshaw) Bucher
410-916-5474
Unfit structure: 218 Broad Street, Crumpton MD 21628

| Owner Name:          | ROGERS EDGARS C & SARA B TRUSTEE
|                     | OF THE SARA BRISTOW ROGERS TRUST |
| Mailing Address:    | 320 S IVY STREET
|                     | ARLINGTON VA 22204-1735 |

| Use:                | COMMERCIAL/RESIDENTIAL |
| Principal Residence:| NO |
| Deed Reference:     | /00408/ 00427 |

Large puddle covering all of 2nd street, at intersection with Broad St in Crumpton 21628
Unfit structures: 325 Broad Street, Crumpton MD 21628

Left side of 325 Broad St

Front of 325 Broad St.

Owner Name: 325 BROAD STREET LLC

Mailing Address: 2600 N FLAGLER DR
APT 1003
WEST PALM BEACH FL 33407

Use: RESIDENTIAL
Principal Residence: NO
Deed Reference: /02301/ 00488
February 15, 2019

Queen Anne's County Commissioners
107 N. Liberty Street
Centreville, MD 21617

Gentlemen,

I am writing to you today to express my concern for, and frustration with, the way in which the K. Hovnanian company of Matawan, New Jersey, is conducting the construction of the entrance circle to its Four Seasons development on Castle Marina Road in Chester, Maryland.

K. Hovnanian’s conduct in constructing a new traffic circle 100 yards from an existing circle has been poorly managed from the start of construction. For the last 6 months or more, Castle Marina Road has been blighted with orange roadwork barrels, construction vehicles, lane diversions, and flagging operations. Hovnanian behaves as if the public road were its own property, operating without regard to the residents of Castle Marina Road. Any other road construction project would have been required to complete work by a date certain but Hovnanian just changes the roadwork dates on its variable message sign when a deadline passes, seemingly without constraint or oversight. Hovnanian should be given a stop work order for this construction until such time as they present to the county a binding deadline for completion.

The idea of a second circle so close to the main, well-designed circle at Main Street and Castle Marina Road is in itself worthy of close scrutiny. The execution of the circle, however, makes it clear that it is intended as nothing less than a grand, ceremonial entrance to the Hovnanian development, at the expense of those living north of their circle. It prioritizes and agrandizes the approach to the Hovnanian development, while giving those exiting the circle to the north the distinct impression of entering a second-class neighborhood. The circle should never have been approved as currently designed. It has turned public property into an advertisement for the housing development, and a mechanism for funneling traffic into the sales office. At a minimum, the north and south approaches to the circle should be equal in every aspect, including the width of the medians and the scope, type, and number of the plantings.

In addition to the clearly implied insult that the circle represents, it is also poorly designed, and at wide disparity from the design standard established by the State of Maryland, and represented by the circle at Main Street and Castle Marina Road. The clearest evidence of this deficiency is the absurdly inadequate width of the lanes approaching and departing the Hovnanian circle. Unlike the State’s circle design, these approach lanes are contained within curbs, and those curbs are so close together that tractor-trailers have difficulty negotiating the circle. Tires marks over the curbs make this design error only too easy to see. The curbs should be removed, and the lanes approaching and bordering the circle redesigned to the correct width.
In addition, the constant and continuing construction of the circle has made access to the Cross Island Trail difficult and dangerous for those of us living north of the Hovnanian circle. The roadwork and the orange barrels force pedestrians and bicyclists off of the shoulders and into the travel lanes, which are now quite busy thanks to the Hovnanian project. Access to the paved trail provided by Hovnanian is possible only by negotiating a drainage ditch and hopping the sediment fences, until one is at the circle. This severely decreases our access to the Cross Island Trail, and diminishes public safety. We have been unable to access the Trail directly since the summer, due entirely to the difficulty of negotiating the construction zone.

The Hovnanian circle project shows flagrant disregard for the current residents of the area, and contempt for the laws and regulations of Queen Anne's County. The county should stop all work on the circle until such time as the design can be reviewed by an independent party, and the current work corrected accordingly.

Thank you for taking the time to read this letter, and for your attention to the issues it raises.

Sincerely,

Michael Bright

Susan Bright

C. Michael and Susan Bright
200 Schooner Way
Chester, MD 21619
COUNTY ORDINANCE NO. 18-11

A BILL ENTITLED

AN ACT CONCERNING Uses Allowed in Connection with High Commercial Uses in Queen Anne’s County;

FOR THE PURPOSE of amending the definition of “High Commercial Uses” in Chapter 18 App of the Code of Public Local Laws of Queen Anne’s county, Maryland to clarify that high speed diesel fuel pumps, truck parking, overnight vehicle parking, truck stops and travel plazas are not permitted in the High Commercial Use of convenience stores with gas pumps and gasoline stations.

BY AMENDING the definition of High Commercial Uses in Chapter 18 App: Appendix a; Glossary of the Code of Public Local Laws.

SECTION I

BE IT ENACTED BY THE COUNTY COMMISSIONERS OF QUEEN ANNE’S COUNTY, MARYLAND that Chapter 18 App; Appendix A; Glossary be and is hereby AMENDED to read as follows:

CHAPTER 18 App: Appendix a: Glossary

COMMERCIAL USE
Any development approved by the County or a municipal corporation that involves the retail or wholesale marketing of goods and services. Commercial uses shall be categorized as follows:

A. HIGH COMMERCIAL USES
Include the following and other similar uses of comparable intensity, scope, character, and impact: bowling alleys; package stores/stores selling liquor, beer or soft drinks (in sealed containers, not for consumption on-premises); retail sales or stores; recreational vehicle sales; convenience stores; convenience stores with gas pumps (does not include high speed diesel fuel pumps, truck parking, overnight vehicle parking, truck stops, travel plazas); fast-food restaurants; gasoline service stations (does not include high speed diesel pumps, truck parking, overnight vehicle parking, truck stops, travel plazas); taverns; bars; shopping centers; regional shopping centers; new and used vehicle sales/service and repair with exterior storage and/or repair areas; light manufacturing and assembling of goods in conjunction with retail or wholesale sales (provided that all manufacturing and assembling activities are conducted indoors and such activities are clearly subordinate to the principal commercial use of the property).

...
SECTION II

BE IT FURTHER ENACTED that this Ordinance shall take effect on the forty-sixth (46th) day following its adoption.

INTRODUCED BY: Commissioner Moran

DATE: October 23, 2018

PUBLIC HEARING HELD: February 26, 2019 @ 5:55 pm

VOTE: ___________ Yea ____________ Nay

DATE OF ADOPTION: ______________________

EFFECTIVE DATE: _________________
NOTICE OF PUBLIC HEARING

At their regular meeting held on October 23, 2018, Commissioner Moran introduced County Ordinance No. 18-11, A BILL ENTITLED AN ACT CONCERNING Uses Allowed in Connection with High Commercial Uses in Queen Anne’s County; FOR THE PURPOSE of amending the definition of “High Commercial Uses” in Chapter 18 App of the Code of Public Local Laws of Queen Anne’s county, Maryland to clarify that high speed diesel fuel pumps, truck parking, overnight vehicle parking, truck stops and travel plazas are not permitted in the High Commercial Use of convenience stores with gas pumps and gasoline stations. BY AMENDING the definition of High Commercial Uses in Chapter 18 App: Appendix a; Glossary of the Code of Public Local Laws.

The County Commissioners hereby give notice that a public hearing will be held on the Ordinance on Tuesday, February 26, 2019 at 5:55 p.m. in the County Commissioners Meeting Room, The Liberty Building, 107 North Liberty Street, Centreville, Maryland. The Queen Anne’s County Planning Commission has issued a favorable recommendation with respect to the proposed Ordinance and has recommended two proposed amendments.

Copies of the proposed Ordinance may be obtained at the County Commissioners Office, 107 North Liberty Street, Centreville, Maryland 21617, prior to the hearing during the hours of 8:00 a.m. to 4:30 p.m. or on-line at www.qac.org.

Speakers will be limited to three minutes each. Written testimony of any length may be submitted on or before the hearing date to the County Commissioners, 107 North Liberty Street, Centreville, Maryland 21617.

All hearing sites are accessible to individuals with disabilities. Sign language interpreters and assistive listening systems will be available for individuals with disabilities. If any such assistance is necessary, please contact Mrs. Tina Miles at 410-758-4406 or TDD 410-758-2126 at least seven (7) days before the scheduled hearing.

By Authority of

THE COUNTY COMMISSIONERS
OF QUEEN ANNE’S COUNTY

Margie A. Houck
Executive Assistant to Commissioners
MEMORANDUM

Date: February 26, 2019

To: County Commissioners

From: Alan Quimby

Re: 2011 Comprehensive Water and Sewerage Plan (CWSP)
Amendment 11-13 – Public Hearing

We have a public hearing scheduled for 5:45 p.m. on Tuesday, February 26, 2019 to discuss the following project. Attached is a finding of consistency with the County’ Comprehensive Land Use Plan from County Planning staff.

From the advertisement (in italics):

PONCHOCK PROPERTY – The property is an existing vacant lot of record located at 900 Broad Creek Drive within the Bay City subdivision in Stevensville. It is shown on Tax Map 56 as Parcel 196 and is approximately 3 acres in size. The property is zoned Neighborhood Conservation 20,000-ft2 minimum (NC-20). The proposal is to subdivide the property into as many as 6 residential lots. The amendment request is to upgrade the sewer service designation from S-3 to S-2 (which equates to immediate service). Flows from the use are anticipated to be approximately 1500 gpd. Sewer service will be provided via the existing Collection Station ‘R’.

This property is ‘surrounded’ by the Bay City subdivision but is not technically part of the subdivision. When sewer (and water) was installed in Bay City in the mid 1990s, the property owner requested to be exempted from the project. Given the large lot size, and the well-drained soils on the property, Environmental Health made the determination that it did not constitute a current, or near term, health hazard. As such the property owner’s desire to not connect was honored.

The home then suffered a devastating house fire in January 2014 and the property has remained vacant ever since. As noted in the advertisement, there is now a desire (by a contract purchaser) to subdivide the property which will require sewer (and water) service.
Page Two
February 26, 2019

Re: 2011 Comprehensive Water and Sewerage Plan (CWSP)
Amendment 11-13 – Public Hearing

In regards to public comment, as of this writing the following comments have been made:

- Ms. Patricia Mager spoke during press and public comment during the February 12 Commissioner’s meeting indicating she had just learned of the proposal and requested more time to prepare a response.
- The Sanitary District received two phone calls – one just to ask questions and the other was a voice mail, that was returned that day, but no contact was subsequently made.

Should the Commissioners wish to approve the amendment requests immediately following the hearing (which is not necessary – however a decision is required within 60-days of the hearing or the amendment request is deemed to be denied), please make a motion similar to the following:

I move to approve the sewer service map upgrade for the Ponchock Property from S-3 to S-2.
MEMORANDUM

Date: February 12, 2019

To: County Commissioners

From: Rob Gunter, Senior Planner

Re: Comprehensive Water and Sewerage Plan ("CWSP") Amendment Consistency Report – Ponchock Property

GENERAL INFORMATION:

Owner: John Ponchock
Tax Map / Parcels: 56 / 196
Location: 900 Broad Creek Drive, Stevensville
Zoning District: NC-20 (Neighborhood Conservation)
Critical Area: LDA (Limited Development Area)
Sewer Service Designation: S-3

REQUESTED ACTION:

The applicant requests an amendment to the Comprehensive Water and Sewerage Plan to change the existing sewer service from S-3 to S-2 (which equates to immediate service).

SITE INFORMATION:

The property is approximately 3 acres and was improved with a 7,200 sq. ft. single family home which was destroyed by a fire in 2014. It is located within the Chester/Stevensville Growth Area and is surrounded by the Bay City community, although not a part of the original subdivision. All surrounding properties of Bay City are served by public sewer. When Bay City was originally served with public sewer the then owner chose not to have this property connected.

CONSISTENCY WITH THE COUNTY PLANS:

The 2007 Chester/Stevensville Community Plan, Map 5-1, identifies the subject property as being in the planning area in 1987/1988 as well as in 2005 when the current plan was being developed.

The 2011 CWSP, on page 96, clearly identifies the entire Bay City community as S1 current service area, as well as showing the subject property as S3, sewer service within 4 to 10 years ('14-’20).
• Map LU-6, the property is shown as being in a priority funding area,
• Map LU-7A, the property is shown as being located within a county/town planning area,
• Map LU-7B, the property is shown as being located within the Chester/Stevensville Planning Area and is further identified as medium density residential (2-8 units per acre),
• Map ESA -10 Priority Preservation Areas – shows that the property identified in this proposed amendment is not located in a Priority Preservation Area, and
• Section 2.0 Sensitive Areas - Table 2-8 Summary of Best Management Practices, Tools, Techniques and Strategies represents that a BMP for a suburban landscape includes the “septic elimination through the connection to public sewer and innovative nutrient reduction technology”.

RECOMMENDATION:
Based upon the information presented above, Planning & Zoning makes a favorable recommendation to the County Commissioners for the request to amend the 2011 Comprehensive Water and Sewerage Plan which would allow the subject property to be designated S-2 and connect to public sewer.
Stevensville Growth Area
Sewer Service Area

Amendments
11-04 Reconfiguration of Kent Manor Inn Service Area
11-06 TM56 P1.77 - Camp Wright No Service to S3
11-13 TM56 P1.96 - Ponchuck Property S3 to S2

LEGEND
Sewer Service
- Current Service Area
- 1 to 3 years (10' - 13')
- 4 to 10 years (14' - 20')
- 11 to 20 years (21' - 30')
- Beyond 20 years
- No Planned Service
- Properties with Limited Sewer Allocation
- Public Health Concern

Map Amendment
- Proposed New Service Area
- Proposed Denied Access Line
- County/Town Planning Area
- Collection Station
- Pump Station
- Proposed Pump Station
- Proposed Collection Station
- Waste Water Treatment Plant

NOTES
1) It is anticipated that all collection and transmission systems to serve planned service areas will be entirely funded by private developers.
2) Service Area Maps should be used for planning purposes only.