



*Queen
Anne's
County*

DEPARTMENT OF ANIMAL SERVICES

201 Clay Drive
Queenstown, MD 21658

Telephone: (410) 827-7178

Fax: (410) 827-7098

www.qac.org

County Commissioners:

- James J. Moran, At Large
- Jack N. Wilson, Jr., District 1
- Stephen Wilson, District 2
- Philip L. Dumenil, District 3
- Christopher M. Corchiarino, District 4

MEMORANDUM

Date: August 11, 2020

To: County Commissioners

INFORMATIONAL ITEM

From: Ramon Villatoro

Re: Animal Services- Operations Update

First, I would like to thank Todd Mohn and the County Commissioners for taking on the Animal Services contract for Queen Anne's County. I know this was not an easy undertaking, and on behalf of the staff and animals, thank you.

I am here to give you an update on how operations are since March 7th, 2020. We have had 442 animals come into our shelter. We have had 280 adoptions, 60 animals returned to their owners, and 24 animals transferred to other animal welfare agencies. We have euthanized 16 animals for medical reasons. We are currently holding a live release number of 96%.

COVID 19 brought on many challenges for our shelter; we wanted to house as many dogs in foster care during the pandemic. To date, we have sent 200 animals into foster care. We are continuing to push for more foster parent recruitment, especially for our Doggie Day foster program. This program is designed for the public to take shelter dogs out for a short period of time. This could be for a trip to the park, boat ride, hike, or a drive. This program gives our dogs out of kennel time and also gives us valuable information we could provide to our adopters. Our adoption rates have continued to rise during the past few months. Last year our average length of stay for our animals was 18-24 days, this year it is 10-14 days. We also had adoption success in May when, for the first time, we had an empty dog kennel due to every dog finding a forever home.

Our shelter veterinarian, Dr. Caitlyn Neal, has performed 251 surgeries; this includes Spay/Neuter, dental procedures, and mass removals. Our Animal Care Team has administered 1,361 vaccinations to ensure high standards of care.

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We received an estate donation of \$91,000.00; this will go towards our operating budget and improve the quality of life for the animals under our care. We have also been awarded a grant for 35 Cat Portals (value \$3,000.). The portals are used to expand single cat kennels into two by installing a portal on the kennel wall. The portals will significantly improve the quality of life for the cats in our care by reducing stress and illness.



*Queen
Anne's
County*

**DEPARTMENT OF PUBLIC WORKS
SANITARY DISTRICT**

310 Bateau Drive
Stevensville, MD 21666

Telephone: (410) 643-3535
Fax: (410) 643-7364
www.qac.org

County Commissioners:

- James J. Moran, At Large
- Jack N. Wilson, Jr., District 1
- Stephen Wilson, District 2
- Philip L. Dumenil, District 3
- Christopher M. Corchiarino, District 4

MEMORANDUM

Date: August 11, 2020

ACTION ITEM

To: County Commissioners

From: Alan Quimby

Re: Department of Emergency Services – Storage Building
Procurement Bid

Due to the ongoing COVID-19 pandemic, and the need to store PPE and other supplies into the foreseeable future, Public Works was directed to solicit prices for a storage building adequate in size to store PPE, as well as other necessary ‘emergency sheltering’ supplies which are currently stored at rentals units throughout the County. The building proposed is a 60-foot by 190-foot insulated ‘pole barn’ building to be located adjacent to the DES operations building. The building will have a concrete floor and eight ‘garage’ doors.

Four local builders were contacted – being the same four that bid on the previously constructed General Services/Roads warehouse - and supplied prices as indicated below.

<u>Company</u>	<u>Amount Bid</u>
Clow Ventures – Queenstown	\$494,600
Bob Breeding – Denton	\$499,292
Willow Construction - Easton	\$534,000
Harper & Sons - Easton	\$599,600

Note we attempted to locate other rental storage area in the immediate vicinity and the most cost-efficient rate we could find was almost of \$50,000 per year for 6000-ft2.

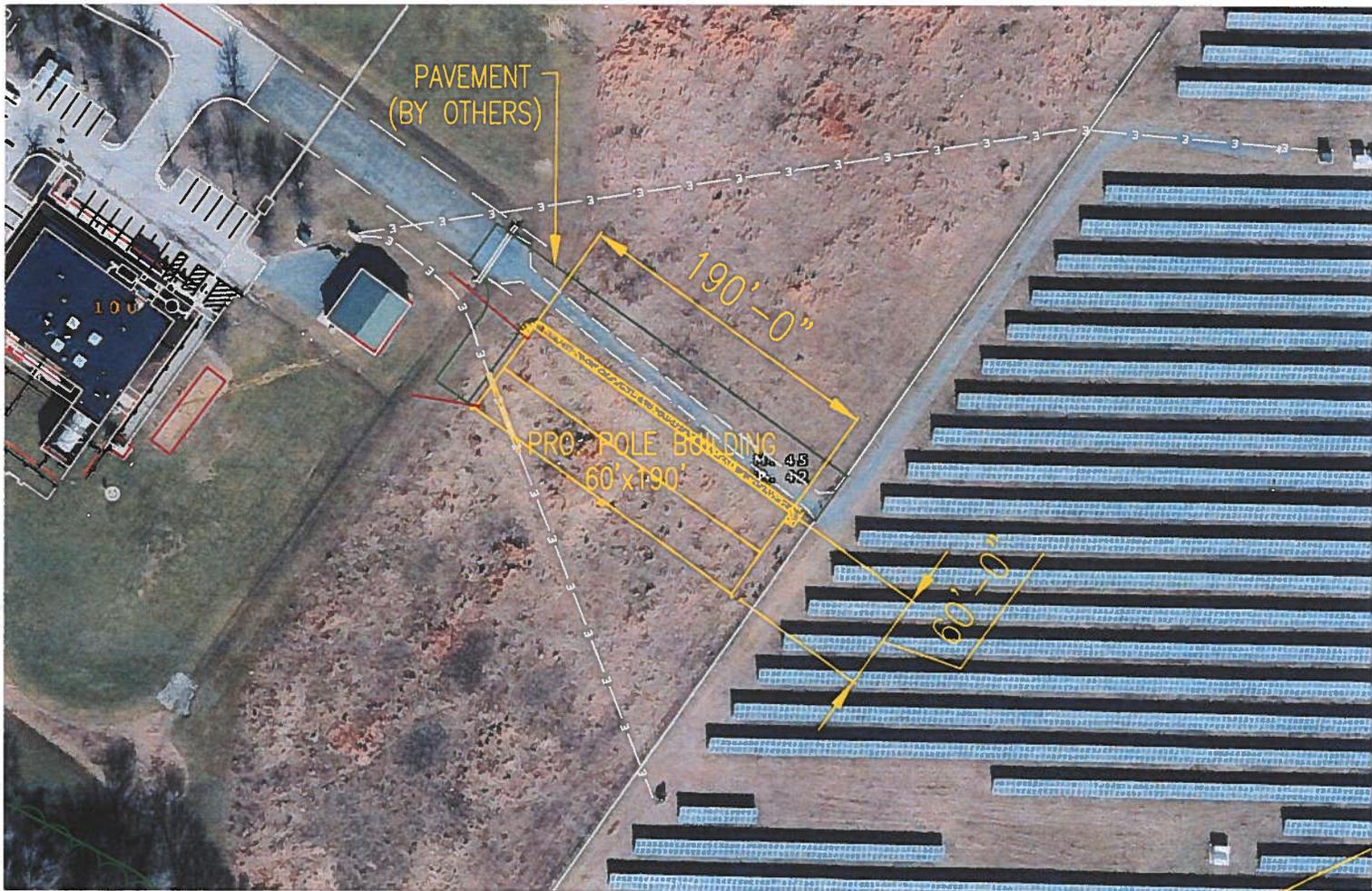
If agreeable, please make a motion similar to the following:

I move to award the bid of the construction of a 11,400-ft2 Department of Emergency Services storage building in the amount of \$494,600 to Clow Ventures utilizing CARES federal money for its construction.

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LOCATION PLAN
 (PRO. DES WAREHOUSE BUILDING)

REVISIONS:	QUEEN ANNE'S COUNTY DEPARTMENT OF PUBLIC WORKS		
	DES WAREHOUSE LOCATION PLAN		
	DATE: 07/16/20	SCALE: 1"=100'	DWG: 1 OF 1



**Queen
Anne's
County**

DEPARTMENT OF PUBLIC WORKS

312 Safety Drive
Centreville, MD 21617

Telephone: (410) 758-0925

Fax: (410) 758-3341

www.qac.org

County Commissioners:

- James J. Moran, At Large
- Jack N. Wilson, Jr., District 1
- Stephen Wilson, District 2
- Philip L. Dumenil, District 3
- Christopher M. Corchiarino, District 4

MEMORANDUM

Date: August 11, 2020

ACTION ITEM

To: County Commissioners

From: Dave MacGlashan

Subject: Grant Agreement / Shine Like Stars Pre-School

Ms. Diane Ryan, Director of Shine Like Stars Preschool, sent a letter to the Board requesting a grant in the amount \$25,000 to assist with modifications to a new rental facility in order to meet licensing regulations of the Maryland State Department of Education.

In the Boards March 10th, 2020 meeting a motion was made by Commissioner Moran, seconded by Commissioner Dumenil, Commissioner J. Wilson opposed, the Board agreed to the grant in the amount of \$25,000 in order to assist with Ms. Ryan's request, with the following conditions:

- 1) A signed rental lease agreement (signed ratified rental lease has been received from Ms. Ryan)
- 2) A building permit (permit #BC20-07-0053 has been made and is in the permitting process)
- 3) If Shine Like Stars Preschool closes its doors before the end of the five years phase in period, it will be the responsibility of Ms. Ryan to pay back the county, \$5,000.00 for each year the business closes early (this condition is stipulated in the attached grant agreement)

Recommended Motion:

I move to execute the Grant Agreement with Ms. Ryan of Shine Like Stars Pre-School, LLC in the amount of \$25,000 dollars.



GRANT AGREEMENT

This **GRANT AGREEMENT** made this _____ day of _____, 2020 by and between **THE COUNTY COMMISSIONERS OF QUEEN ANNE'S COUNTY** (the "County") and **SHINE LIKE STARS PRESCHOOL, LLC** (the "Grantee");

WHEREAS, the Grantee has requested that the County award a grant in the amount of Twenty-Five Thousand Dollars (\$25,000.00) to the Grantee to assist Grantee in certain repairs and renovations necessary to facilitate Grantee's relocation of its preschool program to new premises located in Suites 110, 120 and 130 of a building located 1712 Main Street, Chester, Maryland 21619 (the "Premises");

AND WHEREAS, the County has agreed to award the grant in the amount requested upon the terms and conditions set forth herein;

AND WHEREAS, the foregoing is not merely prefatory but is a substantive part of this Agreement;

NOW THEREFORE, this Grant Agreement WITNESSETH that for and in consideration of the mutual promises, agreements and undertakings hereinafter expressed, the County and the Grantee do covenant, contract and agree as follows:

1. The County shall award a grant to the Grantee in the amount of Twenty-Five Thousand Dollars (\$25,000.00).

2. The Grantee shall use the grant proceeds for actual costs of improvements to the Premises and for no other purpose. Grantee shall provide the County with proof of expenditures of the grant proceeds in conformity with this Paragraph, no later than 6 months from the date hereof.

3. The Grantee shall vacate its current location in the old Christ Church building, Main Street, Stevensville, Maryland within seven (7) days of the date of this Agreement and shall complete the improvements and construction on the Premises within six (6) months of the date hereof. Grantee shall thereafter operate a preschool program on the Premises for a continuous period of five (5) years.

4. Should Grantee cease its operations on the Premises at any time within the five year period after construction is completed, Grantee shall repay the County the sum of Five Thousand Dollars (\$5,000.00) for each year or part of a year remaining in such five year period at the time Grantee ceases operations.

5. Grantee further agrees to pay all costs of collection of any sums due under Paragraph 4, including fifteen percent (15%) of the amount due as attorney's fees for collection of same and authorizes any attorney of record to appear in court and confess

judgment for any sums due after default and to forthwith issue execution for the amount thereof, costs and all exceptions waived.

6. This Grant Agreement shall be governed under the laws of the State of Maryland and may not be amended or modified except in writing signed by both parties. Any proceeding for enforcement of this Grant Agreement shall be brought in the District or Circuit Court of Queen Anne’s County, Maryland.

WITNESS the hands and seals of the parties the day and year first above written:

ATTEST:

THE COUNTY COMMISSIONERS
OF QUEEN ANNE’S COUNTY

_____(SEAL)
James J. Moran, President

_____(SEAL)
Jack N. Wilson, Jr.

_____(SEAL)
Stephen Wilson

_____(SEAL)
Philip L. Dumenil

_____(SEAL)
Christopher M. Corchiarino

ATTEST:

SHINE LIKE STARS PRESCHOOL, LLC

_____(SEAL)
By: Diane Ryan, Authorized Member

LEASE AGREEMENT

THIS LEASE is made this 15 day of July, 2020, by and between BAY AREA ASSOCIATION OF REALTORS, INC. (hereinafter referred to as "Owner"); and SHINE LIKE STARS PRESCHOOL, LLC, a Maryland Limited Liability Company, whose address is 112 Jean Road, Stevensville, Maryland, 21666 (hereinafter referred to as "Lessee").

WHEREAS, Owner owns certain improved real property located at 1712 Main Street (a/k/a 100 Helfenbien Lane), Chester, Maryland, 21619 ("the Building"), and hereby leases Suites 110, 120, and 130 of the Building (hereinafter "the Premises") to the Lessee subject to the terms of this Lease.

WITNESSETH, that for and in consideration of the mutual covenants contained herein, the parties agree as follows:

1. GRANT - In consideration of the rents, covenants and agreements hereinafter set forth, Owner leases to Lessee and Lessee rents from Owner, the Premises, which are more particularly described in Paragraph 2, below.

2. DESCRIPTION OF THE PREMISES - The Premises consist of the space designated as Suites 110, 120, and 130 on the first floor of the Building, said Premises consisting of approximately 2,600 square feet.

3. TERM - The term of this Lease shall be for a period of Eighty-Four (84) consecutive months, which shall commence on the 1st day of JULY, 2020, and shall terminate on the 30th day of JUNE, 2027.

4. RENT

4.1. Base Rent - Lessee agrees to pay to Owner monthly Rent to commence on SEPTEMBER 1, 2020. Monthly payments of rent are due on the 1ST day of each month, and shall be made payable to Owner and mailed or delivered to Owner at 1712 Main Street, Chester, Maryland, 21619, or to such other person, or at such other place, as Owner may, from time to time, designate in writing, as follows:

9/1/2020 – 6/30/2021	\$3,000.00 per month
7/1/2021 – 6/30/2022	\$3,090.00 per month
7/1/2022 – 6/30/2023	\$3,183.00 per month

7/1/2023 – 6/30/2024	\$3,278.00 per month
7/1/2024 – 6/30/2025	\$3,376.00 per month
7/1/2025 – 6/30/2026	\$3,477.00 per month
7/1/2026 – 6/30/2027	\$3,581.00 per month

4.2. Payment of Rent. It is agreed and understood by all parties to this Lease that any rental payment not received by the Owner within five (5) days of the due date shall be subject to imposition of a late charge of ten percent (10%) of the monthly rental. Said late charge, if not remitted with the delinquent rental payment shall be due and payable with the following rental payment and shall constitute Additional Rent.

5. USE - The Premises are to be used solely as a preschool consistent with the licensing provisions then in effect for the State of Maryland. Lessee shall, at his/her own cost and expense, obtain any and all licenses and permits required for his/her occupation, and the operation of the business upon the Premises, and shall satisfy any and all rules, regulations, and ordinances applicable thereto.

6. UTILITIES – All utilities, to include electric, well water, and sewer, shall be paid by Lessee, exclusive of the Rent.

7. MAINTENANCE AND RESTRICTIONS ON USE OF PREMISES

7.1. General Maintenance. Lessee, at Lessee's expense, shall keep and maintain the interior of the Premises in good order and repair, and shall return same to Owner at the termination of this Lease in the same condition as received, reasonable wear and tear excepted.

7.2. Pets. Except for legitimate service animals, no pets shall be permitted inside the Premises or the Common Areas.

7.3. Candles. The use by Lessee, or Lessee's guests or invitees, of any candle or other open flames in the Premises or the Common Areas is strictly prohibited.

7.4. Common Area Storage. Lessee shall refrain from storing or otherwise placing any items within the Common Area hallways.

7.5. Repairs. Lessee shall be solely responsible for the first \$750.00 of any repair to, or required replacement of, any part of the Premises, to include windows, doors, flooring, lighting, electrical, plumbing, mechanical, and appliances. Any repair or replacement

necessitated by the abuse, neglect, and/or misuse of the Premises by the Lessee, or the Lessee's agents or invitees, shall be borne solely by the Lessee. All repairs to, or replacement of, any component(s) of the HVAC system serving the Premises shall be the responsibility of the Owner, inclusive of the first \$750.00.

8. PLAYGROUND AREA – Lessee shall have use of the grass play area behind the Building for playground purposes. Improvements made by Lessee to the playground shall remain the property of the Lessee, and upon termination of this Lease, Lessee shall restore the playground area to its initial condition, reasonable wear and tear excepted.

9. TRASH AND TRASH REMOVAL

9.1. Lessee shall remove all trash from the Premises as reasonably necessary to maintain a clean and orderly space free of insects, rodents, odors, and/or leakage. Lessee shall have use of a common dumpster at no additional cost.

10. INTENTIONALLY BLANK

11. INTENTIONALLY BLANK

12. INTENTIONALLY BLANK

13. PARKING

13.1. Lessee and Lessee's guests and invitees, shall during regular business hours, have access to and use of the parking lot associated with the Building on a first-come first-served basis. Owner retains the right to amend this provision of the Lease as is necessary, in the sole discretion of the Owner, to provide for the reasonable and necessary use of the Building as a whole, so long as any reduction in parking spaces does not materially alter Lessee's reasonable use of the Premises for its stated purpose.

14. SNOW REMOVAL

14.1. Weekday Snow Removal. Owner shall be responsible for the reasonable and necessary removal of snow and ice from the parking lot and walkways of the Building, including treatment with ice-melt or other similar products, during regular business hours on

weekdays only (i.e. Monday through Friday). at no expense to Lessee.

14.2. Weekend or After-Hours Snow Removal. Owner shall not be responsible for the removal and/or treatment of snow and/or ice from the parking lot and walkways of the Building on Saturdays or Sundays, or otherwise before the hour of 8:00 A.M. or after the hour of 5:00 P.M. on any weekday (collectively "Non-Business Hours"). Should Lessee require the removal of snow or ice, or the treatment thereof, during Non-Business Hours, it shall coordinate the same through the Owner, at the Lessee's sole risk and expense.

15. ALTERATIONS, ADDITIONS AND IMPROVEMENTS

15.1. By executing this Lease, Lessee acknowledges that, Lessee has inspected the Premises, that they are in good order and repair, and that Lessee accepts them "as is" and waives any defects therein.

15.2. Lessee shall not make any alterations, additions or improvements which permanently affect the walls, ceilings or floors without the prior written approval of Owner.

15.3. If any mechanics lien, materialmen's lien or other lien is filed against the Premises, the Building, the property upon which the Building is located and/or any portions thereof, by reason of any work, labor, equipment, materials and/or services, furnished and/or alleged to have been furnished to or for Lessee or for any changes alterations, additions, improvements and/or repairs made by Lessee, Lessee shall cause said lien to be released of record within five (5) days after the filing of such lien. Lessee shall further indemnify and hold Owner harmless from any and all claims, demands, suits, actions, losses, liability and damages arising out of and/or relating to any such lien or claim of lien.

16. TRADE AND OTHER FIXTURES - Lessee may, at Lessee's expense, install or cause to be installed such equipment, machinery, trade and/or other fixtures as are reasonably necessary for the operation and conduct of Lessee's business. Any such trade fixtures shall remain Lessee's personal property and may be removed by Lessee, provided that Lessee shall repair at Lessee's expense any damage to the Premises resulting from the installation and/or removal of such trade fixtures.

17. CASUALTY DAMAGE - Upon the occurrence of any casualty, damage or destruction affecting the Premises, Lessee shall give immediate notice to Owner. If, in the opinion of Owner, the Premises is rendered substantially unfit for occupancy or use by any such casualty, damage or destruction, or Owner should decide not to rebuild or remodel the Premises,

this Lease shall cease and Base Rent and Additional Rent shall abate from the occurrence of such casualty or vacation of the Premises, whichever is later. If, in the opinion of Owner, the Premises is not thereby rendered substantially unfit for occupancy or use, Owner shall promptly and diligently restore so much of the Premises as was damaged to its condition at the commencement of this Lease, exclusive of the Lessee Improvement Items, with no abatement of rent. Under no circumstances shall Owner be liable to Lessee for any consequential damages claimed as a result of any "casualty damage," including any claim for lost profits, or business interruption.

18. INSURANCE AND LIABILITY

11.1. Lessee, at Lessee's sole expense, shall maintain in force continuously throughout the term of this Lease a comprehensive general liability policy with respect to the Premises and Lessee's occupancy, use and/or operations of, on and/or about the Premises, in such amounts as Owner may require from time to time but in no event less than \$500,000.00 for any one person and \$1,000,000.00 for any one occurrence with respect to death, bodily injury and/or personal injury and \$500,000.00 for each occurrence with respect to damage and/or destruction of property; such insurance shall be with an insurer satisfactory to Owner and shall include coverage for and/or against assumed and/or contractual liability under this Lease. Such insurance shall include Owner and Owner's management agent (if any) as named insured and Lessee shall promptly furnish Owner with a Certificate from the insurer that such insurance is in effect. In the event that the insurer imposes any premium charge on Owner and/or Owner pays the premium for such insurance, Lessee shall reimburse Owner for such charges; Lessee shall pay such charges as Additional Rent.

18.2 Lessee, at Lessee's sole expense, shall maintain in force continuously throughout the term of this Lease, if required by law, a workers' compensation policy with respect to any employee of Lessee. Lessee shall indemnify and hold harmless the Owner from any injuries and claims of an employee of the Lessee.

18.3. Owner and its management agent (if any) shall not be liable and/or responsible for, and Lessee shall indemnify and hold Owner and its management agent harmless against any and all damages and claims for damages, including but not limited to damages and/or claims for damages for the death, bodily injury and/or personal injury to any person and/or any injury, loss and/or damage to any property occurring on and/or relating to or arising out of Lessee's occupancy and/or use of the Premises, the Building and/or their appurtenances, unless such death, bodily injury, personal injury and/or injury, loss or damage to property and other damage was proximately caused by the negligent and/or intentionally tortious act or omission of

the Owner, its management agent (if any) and/or some agent, servant, and/or employee for whose conduct they are legally responsible. Notwithstanding the foregoing, Owner and its management agent (if any) shall not be liable and/or responsible for any such damages and/or claims for damages for any such injury, loss and/or damage occurring on or about the Premises, the Building and/or their appurtenances, regardless of whether such injury, loss and/or damage was proximately caused by the negligent act or omission of Owner and its management agent and/or an agent, servant, and/or employee for whose conduct they are legally responsible where such Premises, Building and/or appurtenances are within the exclusive control of Lessee.

18.4. Lessee further agrees that Owner shall not be liable and/or responsible for, and to hold Owner harmless against any and all intentionally tortious and/or negligent acts and/or omissions of the Lessee's agents, servants, employees, contractors, invitees, and/or visitors.

19. COMPLIANCE WITH LAWS - Lessee agrees to promptly comply with all applicable and valid laws, ordinances and regulations of any and all Federal, State, County, Municipal or other lawful authorities pertaining to the use and occupancy of the Premises.

20. ASSIGNMENT AND SUBLETTING - Lessee shall not assign this Lease or allow the same to be assigned by operation of law or otherwise, or sublet the Premises or any part thereof, or use or permit same to be used for any purpose other than as above specified, without Owner's prior written consent, which consent shall not be unreasonably withheld. Any such assignment or sublease without Owner's consent shall be void and of no force and effect. Any such assignment or sublease shall be subject to all of the terms and conditions of this Lease and Lessee shall remain primarily liable for the payment of the rent and the performance of all of the terms and conditions hereof. Lessee acknowledges that Owner retains the right to assign this Lease, and that any such assignment shall not be deemed a breach of this Lease.

21. BANKRUPTCY - Should Lessee make an assignment for benefit of creditors, file for bankruptcy, or have any involuntary petition in bankruptcy filed against them, such action shall constitute a breach of the Lease, which shall automatically terminate all rights of Lessee under this Lease. Upon the filing of a petition by or against Lessee under the Federal Bankruptcy Code (or any successor federal bankruptcy statute), Lessee, as debtors and/or as debtors in possession, and any trustee who may be appointed, agree to perform each and every obligation of Lessee under this Lease, including, but not limited to, the payment of all monetary obligations hereunder, until such time as this Lease is either rejected or assumed by order of a United States Bankruptcy Court, or other federal court having jurisdiction over bankruptcy matters.

22. EMINENT DOMAIN - If all or any part of the Premises are taken under power of

eminent domain or conveyed under threat of condemnation proceedings and Owner shall determine that the remainder of the Premises is inadequate or unsatisfactory for the purpose of this Lease, then this Lease shall terminate effective as of the date Lessee is required to give up the right to occupy or use the Premises. Lessee shall have no right to make any claim against Owner because of such termination, nor to participate in any awards.

23. ATTORNEYS FEES - Lessee shall pay Owner all costs, expenses and charges incurred by Owner in collecting any sums due Owner under this Lease, and/or enforcing any provisions of this Lease, and/or recovering any damages and/or losses from Lessee to which Owner is legally entitled, including, but not limited to reasonable attorney's fees.

24. DEFAULT

24.1. In the case of any default by Lessee in any of the terms and/or conditions of this Lease (other than any default occasioned by the institution of bankruptcy proceedings and/or an assignment for the benefit of creditors which shall be governed by Section 15 of this Lease), Owner, at Owner's option, may recover the Premises if such default continues uncured for a period of thirty (30) days after Owner notifies Lessee of such default and of Owner's intention to recover the Premises. Upon the giving of such notice and the expiration of such thirty (30) day period, unless Lessee shall have cured the default during that time, Owner shall be entitled to the benefit, without further notice (all statutory notice requirements being hereby expressly waived), of all the provisions of law for speedy recovery of lands and tenements as now are in force or which may hereafter be enacted and/or to reenter, repossess and/or relet the Premises as the agent of Lessees for any balance of the then term and collect rent therefor. And in any event, the Owner may distrain, by any legal means, for any overdue installment of rent or rental payment and may enter the property for such purpose by force if necessary without liability, which liability is hereby expressly waived. In the event of reletting by the Owner as agent for the Lessees, the reletting shall be on such terms, conditions and rentals as the Owner deems proper, and the proceeds that may be collected from same, less the expense of reletting, including any broker's commission and costs for the repair, restoration and/or preparation of the Premises for reletting, shall be applied against the rental to be paid by Lessee, and Lessee shall be liable for any balance that may be due under this Lease or any renewal, and such reletting shall not operate as termination of this Lease or any renewal or as a waiver or postponement of any right of the Owner against the Lessee. Any recovery of the Premises, institution of proceedings to recover the Premises, reentry, repossession and/or reletting hereunder shall not operate as, nor shall it be interpreted or construed as a termination of this Lease or any renewal, and shall not relieve Lessee of their liability and obligations under this Lease and Lessee shall in all events remain liable for the full amount of Base Rent and Additional Rent provided for in this Lease and for any

deficiency or loss of such rent: Owner, at Owner's option, may recover such rent and/or damages for the loss of rent in separate actions from time to time as Lessee's liability and/or obligation to pay rent accrue or would have accrued had Lessee not defaulted. Any such recovery, institution of legal proceedings, reentry, repossession, and/or reletting shall be in addition to and without prejudice to any rights and/or remedies which Owner may otherwise have.

24.2. Notwithstanding any provision of Section 18.1. to the contrary, Owner shall be entitled, immediately upon a default by Lessee, to avail itself of all rights and remedies afforded Owner by this Lease and/or law, without any notice to Lessee and without giving Lessee any grace period if such default arises under Section 15 of this Lease, or if Lessee has defaulted in and/or breached the same and/or any other term and/or condition of this Lease during the term such current default and for which notice was given (whether or not subsequently cured), or if such default is of such a nature as to give rise to an emergency situation which, in Owner's reasonable judgment, requires Owner to take immediate action to cure such default.

25. HOLDING OVER - Should Lessee continue to occupy the Premises, or any portion thereof, after the termination of this Lease (and/or any renewal) and unless otherwise agreed in writing, Lessee shall pay Owner on demand, as liquidated damages and not as a penalty, an amount equal to two hundred percent (200%) of the rent due for the last full month of the term of this Lease for each month or portion thereof that Lessee continues to occupy all or any part of the Premises. Such payments shall not be deemed to be rent and acceptance of any such payments by Owner shall not be deemed or construed to convert Lessee into a month to month Lessee or otherwise grant Lessee any right to remain in possession of the Premises or so as to otherwise impair Owner's right to the immediate possession of the Premises. Similarly, any such payments shall be in addition to and without prejudice to Owner's right to recover any damage to which Owner otherwise would be entitled as a result of Lessee's holding over.

26. RIGHT OF ENTRY - Notwithstanding any other provisions of this Lease to the contrary, Owner and its agents shall have the right to enter the Premises at any reasonable times to inspect the Premises, to exhibit the Premises to any existing or prospective purchasers, Lessees and/or mortgagees, to make any alterations, improvements and/or repairs, or for any other purpose relating to the operation and/or maintenance of the Premises and/or Building. Unless it would otherwise be impractical because of any emergency, Owner shall give Lessee at least twenty-four (24) hours notice of Owner's intention to enter the Premises and Owner shall use reasonable efforts to avoid interfering with Lessee.

27. SIGNS

27.1. Lessee shall maintain interior and exterior signs and lettering as required by the Owner. Owner shall install and maintain said signs and lettering at Lessee's expense. The

cost of installing and maintaining signs and lettering will be billed separately by the Owner to the Lessee, and payment shall be immediately due in full, and shall constitute Additional Rent.

28. SUBORDINATION - This Lease is subject and subordinate to all mortgages, deeds of trust, or other debt instruments which may now or hereafter affect such Lease, the Building, site or other improvements thereon. The foregoing provisions shall be self operative and no further instrument of subordination shall be required by any mortgagee or other interested party, provided, however, that in confirmation of such subordination Lessee shall, upon request of Owner, execute and deliver, in recordable form, any instrument of subordination required by Owner, and Lessee hereby does constitute and appoint Owner as Lessee's attorney-in-fact to execute any such subordination instrument on behalf of Lessee.

29. CONTINUOUS USE AND HOURS OF OPERATION

29.1. Lessee shall maintain regular hours of operation consistent with the use of the Premises as stated herein.

29.2. Anything herein to the contrary notwithstanding, this Lease shall be deemed in default if Lessee shall discontinue the business referred to in Paragraph 5 herein, and Premises shall become or appear vacant, or Lessee abandons or appears to abandon the Premises. Under any of the aforesaid conditions, the Owner may exercise its rights as stated in Paragraph 19 herein.

30. NO PARTNERSHIP - By execution of this Lease, Owner does not in any way become for any purpose a partner, principal, master, agent, servant, and/or employee of the Lessee in the operation and/or conduct of Lessee's business, nor does Owner assume, nor become subject to any responsibility or liability therefore and Lessee agrees to indemnify and hold Owner harmless against any and all claims or demands, of whatever nature, arising out of the operation and conduct of Lessee's business.

31. NOTICES - Any notice required or permitted hereunder shall be in writing and delivered either in person against hand receipt to the other party or other party's authorized agent, or by the United States Certified Mail Return Receipt Requested, postage fully paid, to the addresses set forth hereinafter, or to such other address as either party may designate in writing and delivered as herein provided.

LESSEE: Shine Like Stars Preschool, LLC
c/o Diane Ryan
112 Jean Road
Stevensville, Maryland 21666

OWNER: Bay Area Association of Realtors, Inc.
c/o E. Sean Poltrack, Esq.
Braden, Thompson, Poltrack & Mundy, LLP
102 St. Claire Place, Suite 202
Stevensville, Maryland 21666

32. SEVERABILITY - No determination by any court, governmental body or otherwise that any provision of and/or amendment to this Lease is invalid or unenforceable in any instance shall affect the validity or enforceability of such provision and/or amendment in any other instance not controlled by such determination and no such determination as to any provision and/or amendment shall affect the validity or enforceability of any other provisions, the terms and conditions of this Lease being severable.

33. COMPLETE AGREEMENT - This Lease constitutes the complete agreement between the Owner and Lessee and supersedes any and all other agreements, understandings, representations, and/or statements between them as to the subject matter of this Leas

34. WAIVER - Any waiver of any term or condition of this Lease shall extend to the particular case only, and only in the manner specified and shall not be construed as applying to or in any way waiving any further rights under this Lease. No waiver of any term or condition of this Lease by Owner shall be effective unless in writing and signed by Owner and/or its management agent.

35. AMENDMENTS - This Lease may be amended or modified only by written agreement signed by all parties.

36. SECURITY DEPOSIT - Owner hereby acknowledges receipt from Lessee of THREE THOUSAND DOLLARS (\$3,000.00) to be held by Owner, in a non-interest bearing account, as security for the payment of rent and the performance of Lessee's other obligations under this Lease. Said deposit shall be returned to Lessee upon the termination of this Lease if all obligations hereunder are performed to the date of termination. If Lessee defaults in the payment of rent or in the performance or observance of any obligation on their part under this Lease, Owner may apply the deposit to payment of rent in default or other money arrearage and/or to the damages and costs incurred by Owner as a result of any default and/or to costs incurred by Owner in rectifying said default and/or to the repayment of minimum rent for any subsequent period of the term; and Lessee shall promptly thereafter restore the security deposit to the original amount above specified. The right of Owner to apply the security deposit as above specified shall not be construed as a limitation upon Owner's right to invoke any other remedy available under this Lease or at law or in equity for breach of this Lease, or to collect the full amount of damages owing by Lessee on account of such breach.

37. HEIRS AND ASSIGNS - This Lease shall be binding upon the parties hereto and their respective heirs, personal representatives, administrators, successors in interest and assigns.

38. VENUE AND JURISDICTION - Owner and Lessee agree that any claim and/or controversy arising out of and/or relating to this Lease shall be brought only in the District Court of Maryland for Queen Anne's County and/or Circuit Court for Queen Anne's County, Maryland, to whose jurisdiction the parties hereby agree and submit; nothing in this Section however, shall preclude either party from bringing any appropriate Third Party Claim, Cross Claim or other claim against the other in any action or suit instituted in any other Court by anyone not a party to this Lease. Owner and Lessee hereby mutually waive any right to trial by jury in any action instituted by or against the other arising out of this Lease.

39. QUIET ENJOYMENT - Owner covenants that Lessee, so long as he/she complies with the terms hereof, shall peaceably and quietly hold and enjoy the Premises for the term of this Lease.

WITNESS the hands and seals of the parties hereto as of the day and year first above written.

WITNESS:

LESSEE:

SHINE LIKE STARS PRESCHOOL, LLC

Shine Like Stars Preschool LLC

(SEAL) 7-14-2020

Diane Ryan, Authorized Person

BAY AREA ASS'N OF REALTORS, INC.

OWNER:

[Signature] 7/15/20

(SEAL)

BY: Ed Beres, President



*Queen
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DEPARTMENT OF PUBLIC WORKS

312 Safety Drive
Centreville, MD 21617

Telephone: (410) 758-0925

Fax: (410) 758-3341

www.qac.org

County Commissioners:

- James J. Moran, At Large
- Jack N. Wilson, Jr., District 1
- Stephen Wilson, District 2
- Philip L. Dumenil, District 3
- Christopher M. Corchiarino, District 4

MEMORANDUM

Date: August 11, 2020

ACTION ITEM

To: County Commissioners

From: Alan Quimby

Re: Comprehensive Solid Waste Plan Text Amendment

The Proposed Text Amendment was introduced at the June 9, 2020 County Commissioner's Meeting. The Proposed Text Amendment is for:

- Senate Bill 370, Environment – Recycling – Office Buildings requires by October 1, 2021, each owner of a building that has 150,000 square feet or greater of office space to provide collection and recycling of recyclable materials. The law also requires each county to update its plan by October 1, 2020, to address the office building recycling.

The Public Hearing was held on July 14, 2020 at 5:50 PM to receive public testimony regarding the proposed text amendments to the Comprehensive Solid Waste Plan.

Subsequent to the hearing, a draft resolution and a letter to the Maryland Department of the Environment has been provided to officially adopt the text amendment as written to the Comprehensive Solid Waste Plan.

If agreeable, please make a motion similar to the following:

I move to execute the Resolution for the Comprehensive Solid Waste Plan Text Amendment and the letter to MDE stating the Text Amendment was adopted.

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**Queen
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**THE COUNTY COMMISSIONERS OF
QUEEN ANNE'S COUNTY**

The Liberty Building
107 North Liberty Street
Centreville, MD 21617

e-mail: QACCommissioners&Administrator@gac.org

County Administrator: Todd R. Mohn, PE
Executive Assistant to County Commissioners: Margie A. Houck
County Attorney: Patrick Thompson, Esquire

County Commissioners:

James J. Moran, At Large
Jack N. Wilson, Jr., District 1
Stephen Wilson, District 2
Philip L. Dumenil, District 3
Christopher M. Corchiarino, District 4

August 11, 2020

Ms. Kaley Lalaker, Director
Land and Material Administration
Maryland Department of the Environment
1800 Washington Boulevard
Baltimore, MD 21230-1719

Dear Ms. Lalaker:

Re: Statement of Text Amendments, Queen Anne's County Comprehensive Solid Waste Plan

We hereby submit one (1) copy of the revision to the Queen Anne's County Comprehensive Solid Waste Plan for Office Building Recycling. This document has been prepared in accordance with the Administration's regulations as contained in COMAR TITLE 26 SUBTITLE 03 CHAPTER 03 titled "Development of County Comprehensive Solid Waste Management Plans."

A formal public hearing on the proposed revisions was held by the County Commissioners on July 14, 2020. Notice of this public hearing was given by publication in a local newspaper for three weeks preceding the hearing. This plan has been officially adopted by the County Commissioners on this date.

QUEEN ANNE'S COUNTY
BOARD OF COUNTY COMMISSIONERS

James J. Moran, President

Stephen Wilson

Jack N. Wilson, Jr.

Philip L. Dumenil

Christopher M. Corchiarino

ATTEST:

Margie A. Houck
Executive Assistant to the Commissioners

RESOLUTION NO. 20-07

A RESOLUTION OF THE COUNTY COMMISSIONERS OF QUEEN ANNE'S COUNTY, MARYLAND AMENDING THE QUEEN ANNE'S COUNTY SOLID WASTE PLAN.

WHEREAS, in compliance with the Annotated Code of Maryland, Environment Article, Section 9-1714, Queen Anne's County is required to mandate recycling in any office building containing 150,000 square feet or greater of office space;

AND WHEREAS, after publication of Notice of the same, a public hearing was held on _____, 2020 with regard to this proposed amendment.

NOW THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSIONERS OF QUEEN ANNE'S COUNTY, MARYLAND this _____ day of _____, 2020, as follows:

That a new Section entitled "Office Building Recycling Plan" be added to Chapter III of the Queen Anne's County Solid Waste Plan to read as follows:

Office Building Recycling Plan

A. Collection and Marketing

In 2019, the Maryland General Assembly passed Senate Bill 370, Environment-Recycling-Office Building, requiring the collection of recyclable materials from office buildings that have 150,000 square feet or greater of office space. Per Section 9-1714 of the Environment Article, Annotated Code of Maryland, each owner of the participating office building must provide, by October 1, 2021, recycling receptacles for the collection of paper and cardboard, metals and plastic materials and for the removal for further recycling of recyclable materials deposited into the recycling receptacles.

B. Stakeholders

Stakeholders include the owners and tenants of applicable office buildings.

C. Participants

At the time of the implementation of this requirement, no applicable properties were identified.

D. Schedule of Implementation

If at any time a 150,000 square foot office building is built in Queen Anne's County, Economic Development will advise the owner and/or tenants of the

Office Building Recycling Law. Recycling will be required as soon as the building has a tenant.

E. Program Monitoring

Monitoring of recyclable materials bins will be carried out by office building owners and/or tenants.

Queen Anne's County may require the office building owner and/or tenant to report to the County metrics associated with the office building recycling program.

F. Enforcement

The County is not required to manage or enforce the recycling activities of an office building located within the boundaries of one of its municipalities; however, an enforcement agent of the County or municipality may conduct inspections in order to enforce this program.

The County Solid Waste Division will notify the office building owners of the implementation requirements in accordance with Section 9-1714 of the Environment Article, Annotated Code of Maryland. The County Attorney's Office will determine if a County should enforce the law and what level of enforcement actions should be used.

WITNESS the hands and seals of the County Commissioners of Queen Anne's County, Maryland the day and year above written.

ATTEST:

THE COUNTY COMMISSIONERS OF
QUEEN ANNE'S COUNTY

James J. Moran, President

Jack N. Wilson, Jr.

Margie Houck
Executive Assistant

Stephen Wilson

Philip L. Dumenil

Christopher M. Corchiarino



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**DEPARTMENT OF PUBLIC WORKS
SANITARY DISTRICT**

310 Bateau Drive
Stevensville, MD 21666

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Fax: (410) 643-7364
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County Commissioners:

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- Jack N. Wilson, Jr., District 1
- Stephen Wilson, District 2
- Philip L. Dumenil, District 3
- Christopher M. Corchiarino, District 4

MEMORANDUM

Date: August 11, 2020

ACTION ITEM

To: Sanitary Commission

From: Alan Quimby

Re: FY 21 Trucks – F-550 1-Ton Crew Cab – Construction Division

The Sanitary District's approved budget had a total of \$348,000 for eight ¾ ton 4WD pick-up trucks (two with snow plows, one with a utility body) as well as a 1-ton 4WD crew cab (with a utility body and snow plow) for the construction division. The pick-ups were approved last month at a total cost of \$248,675 leaving a balance available of \$99,325.

If you will recall, we were unable to get a complete price for the 1-ton truck in time for that agenda. We still do not have a final price due to the lack of responsiveness of the dealer. We had a price of \$73,005 but the price did not include a pipe rack and a master lock system for the utility body (only need to unlock once for all cabinets). The truck is 180 days out so we feel we really need to get it ordered. As such we request consideration of a 'not to exceed' price of \$75,000.

If agreeable, please make a motion similar to the following:

I move to purchase a 1-ton, 4WD 1-ton truck with utility body and snow plow for construction division from Apple Ford, via the Montgomery County contract, in the aggregate amount not to exceed \$75,000.

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Sanitary District

FY 21 Capital Equipment Budget

Approved FY 21 Budget Item (Water and Sewer Combined) \$348,000.00

Expenditures	Quantity	Item	Unit Price	
	8	F-250 3/4 Ton 4WD Regular Cab Pick-ups	previsouly approved	<u>\$ 248,675.00</u>
			Available Balance	\$ 99,325.00
	1	F-550 1 ton 4WD Crew Cab	not to exceed	<u>\$75,000.00</u>
			Remaining Balance	\$ 24,325.00



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Philip L. Dumenil, District 3
Christopher M. Corchiarino, District 4

MEMORANDUM

Date: August 11, 2020

ACTION ITEM

To: Sanitary Commission

From: Alan Quimby

Re: Fisherman's Village Hotel
Public Works Agreement

Kent Narrows Enterprises LLC (formerly Schulz Development LLC) is proposing a 120-room hotel with a 2725-ft² restaurant and 4689-ft² of banquet floor area, while retaining the existing 22 commercial boat slips. The allocation total need is 8,511-gpd which was granted in two requests with the most recent request being this past March. The previous proposal (a 99-room hotel) has an executed Public Works Agreement in place so an amendment is required for the additional allocation granted in March,

The Agreement's format has been approved by the County Attorney.

If agreeable, please make a motion similar to the following:

I move to execute the Public Works Agreement with Kent Narrows Enterprises, LLC to allow for the construction of a 120-room hotel.

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AMENDMENT
TO
PUBLIC WORKS AGREEMENT - No. 1

THIS AGREEMENT, made this _____ day of _____, 2020, by and between the **COUNTY COMMISSIONERS OF QUEEN ANNE'S COUNTY**, a body corporate and politic of the State of Maryland, herein referred to as "County", party of the first part; and **KENT NARROWS ENTERPRISES, LLC**, a limited liability company of the State of Maryland, party of the second part, herein after referred to as "Owner".

WHEREAS, Owner entered into a Public Works Agreement (PWA) with the County dated June 25, 2015 (designated internally by the Department of Public Works as PWA 15-12) and recorded amongst the Land Records of Queen Anne's County in Liber 2470 Folio 109; and

WHEREAS, said Public Works Agreement authorized, among other things, the construction of a 99-room hotel with an 1816-ft² restaurant and 6915-ft² banquet hall, and

WHEREAS, the Owner and the County intend to amend the PWA to memorialize the purchase of an additional **1160-gpd** of capacity in the Kent Narrows/Stevensville/Grasonville Area Water and Wastewater systems, for revisions to the previously approved hotel complex.

NOW THEREFORE WITNESSETH, that for and in consideration of the mutual covenants and promises herein contained, the parties agree to the following amendments to the PWA:

- I. The property of **OWNER**, recorded among the Land Records of Queen Anne's County as Tax Map **57**, Parcel **333**, currently holds allocation for a 99-room hotel with an 1816-ft² restaurant and 6915-ft² banquet hall with an aggregate allocation of 7,351-gpd.
- II. The **OWNER** intends to revise the design of the hotel complex such that it will now consist of 120-rooms, 2725-ft² of restaurant, 4,689-ft² of banquet hall, and 22 boat slips needing an aggregate amount of allocation of 8,511-gpd.
- III. **OWNER** will pay the **COUNTY** the sum of **FORTY-ONE THOUSAND FIVE HUNDRED TWENTY-FOUR dollars (\$41,524.00)** as a connection for acquiring **1160-gpd** of capacity in the Kent Narrows/Stevensville/Grasonville Area Wastewater System, and **TWENTY-THREE THOUSAND ONE HUNDRED SIXTY-SEVEN dollars (\$23,167.00)** for acquiring **1160-gpd** of capacity in the Kent Narrows/Stevensville/Grasonville Area Water System.
- IV. **The property owner will pay the County the aforesaid sum of \$64,691.00, less a previously paid deposit of \$6,469, over a period of Seven (7) years at 7.00% annual interest payable in twenty-eight (28) equal quarterly payments of \$2,648.01.** The quarterly payments shall be due January 1, April 1, July 1, and October 1 of each successive year **beginning October 1, 2021.** Past due amounts will be subject to 1-1/2% per month late charge.

Except as modified herein the previously executed Public Works Agreement and amendments are ratified and confirmed.

WITNESS the hands of the parties hereto.

WITNESS:

Olivia L. Clark
(Print) Olivia L. Clark

KENT NARROWS ENTERPRISES, LLC

By: [Signature] (SEAL)
Jody J. Schulz, Authorized Member

ATTEST:

**COUNTY COMMISSIONERS OF
QUEEN ANNE'S COUNTY**

(Print) _____

By: _____ (SEAL)
James J. Moran
President

WITNESS:

(Print) _____

Alan L. Quimby, Director
Department of Public Works

Approved as to Form and Legal Sufficiency:

This document was prepared by, or under the supervision of, the undersigned, an attorney admitted to practice before the Court of Appeals of Maryland.

Patrick E. Thompson
County Attorney

This instrument is being recorded by Queen Anne's County and is exempt from recording fees pursuant to Section 3-603 of the Real Property Article of the Annotated Code of Maryland.

Tax Map 57 Parcel 333

Account Number: KH-34

3028 Kent Narrows Way South



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- Stephen Wilson, District 2
- Philip L. Dumenil, District 3
- Christopher M. Corchiarino, District 4

MEMORANDUM

Date: August 11, 2020

INFORMATIONAL ITEM

To: County Commissioners

From: Alan Quimby

Re: 2011 Comprehensive Water and Sewerage Plan (CWSP)
Amendment 11-15 – Informational Meeting - Wheatlands

We have a public hearing scheduled for 6:00 p.m. on Tuesday, August 25, 2019 to discuss the referenced project. This Informational Meeting allows the Commissioners to ask any questions of the applicant (if present) or staff in preparation for that hearing. In regards to Wheatlands, which resides within the incorporated limits of the Town of Queenstown, also attached is a finding of consistency from the Town's Planning Commission.

From the advertisement (in *italics*):

***WHEATLANDS** – This property, owned by the Waterman Family Limited Partnership, is predominately vacant agricultural lands which reside within the incorporated limits of the Town of Queenstown. It is shown on Tax Map 59A as Parcels 36 and 141, is approximately 79 acres in size (combined), and is zoned Planned Regional Commercial. The proposal is to allow for the construction of a mixed-use development with Phase 1 consisting of 202 residential units and approximately 50,000-sq-ft of highway and neighborhood related businesses. The property currently holds a sewer and water service designation of S-3/W-3. The amendment request is to upgrade the sewer and water service designation to S-2/W-2 (which equates to immediate service). Flows from the use are anticipated to be approximately 66,750 gpd. Sewer and water service will be provided via the Town of Queenstown's sewer and water system.*

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The second amendment is a requirement from MDE which was generated by their review of the proposed Four Seasons' water treatment plant. If you will recall, in accordance with the DRRRA, Four Seasons is required to construct a 750-gpm potable water treatment plant and a well into the lower Patapsco aquifer, in lieu of paying water allocation fees (we had no capacity to sell them), and to have both in operation prior to the issuance of the 400th building permit. The plant will be built immediately adjacent to the existing Stevensville water treatment plant, which is already serviced by a well, hence the Four Seasons' well being a 'back-up'. This milestone is thought to occur in early 2023.

STEVENSVILLE WATER TREATMENT PLANT – Add the following sentence to section 3.3.2.9:

"A back-up well into the lower Patapsco aquifer, comparable to the existing well, is planned to be constructed on this site by 2023."

PUBLIC NOTICE

The County Commissioners of Queen Anne's County will hold a public hearing at 6:00 p.m. on Tuesday, August 25, 2020, in the Commissioner's meeting room located in the Liberty Building, 107 North Liberty Street, Centreville, Maryland 21617. The purpose of the hearing is to consider amending the Queen Anne's County 2011 Comprehensive Water and Sewerage Plan. The following proposals will be considered:

WHEATLANDS – This property, owned by the Waterman Family Limited Partnership, is predominately vacant agricultural lands which reside within the incorporated limits of the Town of Queenstown. It is shown on Tax Map 59A as Parcels 36 and 141, is approximately 79 acres in size (combined), and is zoned Planned Regional Commercial. The proposal is to allow for the construction of a mixed-use development with Phase 1 consisting of 202 residential units and approximately 50,000-ft² of highway and neighborhood related businesses. The property currently holds a sewer and water service designation of S-3/W-3. The amendment request is to upgrade the sewer and water service designation to S-2/W-2 (which equates to immediate service). Flows from the use are anticipated to be approximately 66,750 gpd. Sewer and water service will be provided via the Town of Queenstown's sewer and water system.

STEVENSVILLE WATER TREATMENT PLANT – Add the following sentence to section 3.3.2.9:

“A back-up well into the lower Patapsco aquifer, comparable to the existing well, is planned to be constructed on this site by 2023.”

Copies of the proposed amendment are available at the office of the County Commissioners of Queen Anne's County, 107 N. Liberty Street, Centreville, Md. 21617 or may be obtained electronically by sending a request to aquimby@qac.org.

Testimony at the hearing will be accomplished remotely via the following forums:

Email - www.qac.org/publiccomment

Live Video - <https://www.qac.org/1430/Public-Comment-During-Live-County-Meetin>
Meeting ID: 555 628 1401, Password: QACPublic

Audio Only - Call: 646-558-8656 or 301-715-8592, Meeting ID: 555 628 1401,
Password: 490721

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 a hearing impairment. Please contact Tina M. Miles at (410) 758-4406 or TDD (410) 758-2126 seven (7) days before the hearing date if the above assistance is needed for the meeting. Persons who wish to comment on the proposed amendments may do so at the hearing. Speakers will be limited to three minutes each, but written testimony of any length may be submitted before the hearing date to the Director of Public Works, 312 Safety Drive, Centreville, Maryland 21617.

(Record Observer on August 7th and 14th, 2020)

QUEENSTOWN PLANNING COMMISSION RESOLUTION – 20-104

**A RESOLUTION OF THE QUEENSTOWN PLANNING COMMISSION GRANTING
CONCEPT PLAN APPROVAL TO THE CONCEPT MASTER DEVELOPMENT PLAN
FOR WHEATLANDS SUBMITTED BY THE WATERMAN FAMILY LIMITED
PARTNERSHIP AND RECEIVED BY TOWN ON JUNE 17, 2020.**

WHEREAS, in September of 2014, the Town of Queenstown annexed certain property referred to in the Comprehensive Plan as the “Wheatland Farm” and classified the property in the Planned Regional Commercial (“PRC”) Floating Zone District; and

WHEREAS, on June 17, 2020, the Queenstown Commissioners and Queenstown Planning Commission held a joint meeting to review the Wheatlands Concept Plan that was submitted to the Town on May 29, 2020; and

WHEREAS, after completing a preliminary review of the Concept Plan at the joint meeting, the Applicant submitted an application for a Planned Development Master Plan; and

WHEREAS, on June 17, 2020, the Waterman Family Limited Partnership submitted an application for a Planned Development (PD) Master Plan (“Application”), for certain real property owned by the Waterman Family Limited Partnership (“WFLP”) consisting of approximately 148.212 acres of land located immediately south of U.S. Route 50 (the “Property”) to the Queenstown Commissioners; and

WHEREAS, on June 24, 2020, in accordance with Section 26 of the Queenstown Zoning Ordinance, the Queenstown Commissioners reviewed the Application and referred the Application to the Planning Commission for its review and recommendation; and

WHEREAS, the Planning Commission has completed a preliminary review of the Application and has made the following findings:

- development depicted in the Concept Master Development Plan for Wheatlands, as submitted and subject to Final Master Plan approval in accordance with the provisions of § 26.E of the Queenstown Zoning Code, is consistent with the *Queenstown Comprehensive Plan*, the stated purposes and intent of the PRC District, the requirements of the Zoning Ordinance, and is compatible with adjoining land uses; and
- an interim concept plan approval of the proposed development is necessary to advance the review and approval process given the nature of the site, the uncertainties concerning the final development form, for Planned Development applicable to this site.

NOW THEREFORE BE IT RESOLVED the Planning Commission grants approval of the Concept Master Development Plan for Wheatlands subject to the understanding that the

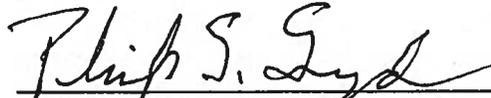
Applicant must address the following requirements and conditions in order to obtain Planning Commission recommendation for Master Development Plan:

1. The applicant submits and have approved a final Master Development Plan as provided in § 26.E of the Queenstown Zoning Code;
2. The Planning Commission conducts a public hearing as is required in § 26.F.
3. Development disturbance is confined to the areas shown on the Conceptual Master Development Plan for Wheatlands except for any improvements associated with providing public access to the water;
4. The total gross commercial floor area is limited to 50,000 square feet (exclusive of the “reserve area” depicted on the Concept Master Development Plan);
5. The applicant’s traffic study demonstrates that traffic impacts on proposed entrances on existing public (state, county, and town) roads and major existing intersections within one (1) mile of the project are acceptable to SHA;
6. The applicant provides detailed plans reflecting the Town’s preference for:
 - Buildings designed around public commons and/or greens with public amenities;
 - Leadership in Energy and Environmental Design (LEED) certification for buildings and site design;
 - Existing forest and developed woodlands retained to the maximum extent possible;
 - Renewable energy sources to the maximum extent practical;
 - Dark sky lighting Fixtures;
 - Pervious surfaces where feasible;
 - One and two story buildings with varied heights and setbacks and varied roof and façade treatments;
 - Uses including office, food/grocery store, restaurants;
 - Facilities for public transportation, e.g., sheltered bus stop; and
 - Measures to reduce bird versus window collisions.
7. Prior to final subdivision/site plan approval the Applicant and the Town enter into a Developers Rights and Responsibilities Agreement (DRRA) that addresses among other things, public benefits that will accrue to Town residents as a result of project development.

The Planning Commission further recommends that the Town Commissioners file a request with the County Commissioners to amend the Comprehensive Water and Sewer Plan to reclassify the Property from W-3/S-3 to W-2/S-2 and for a "project amendment" if applicable.

Signed this 1st day of July, 2020:

QUEENSTOWN PLANNING COMMISSION



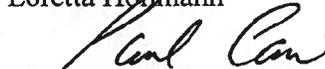
Philip S. Snyder, Chairman



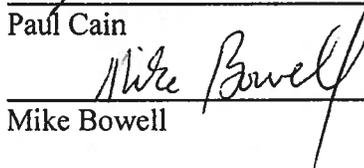
Matthew Reno



Loretta Hohmann



Paul Cain



Mike Bowell