

Council of the Town of La Plata
La Plata Town Hall
October 23, 2012, 7:00 pm
Council Business Meeting
Agenda

1 Call to Order

2 Pledge of Allegiance

3 Approval of minutes

- a. Review and approval of the September, 2012 Minutes

4 Treasurers Report

- a. Acknowledgement of June 30, 2012 Treasurers Report

5 Petitions, Communications, Appearances and Public Forum

- a. Public Forum
- b. Beautification Grant Presentation - Tommy James
- c. La Plata Police Department monthly report - Chief Gittings
- d. Proclamation - Municipal Government Works Month - November, 2012

6 Legislation

a. **A Resolution concerning Second Amendment of Davis Corporation Annexation Agreement**

(for introduction) - For the purpose of approving and authorizing a second amendment of a certain Annexation Agreement, as amended, originally entered into between the Town of La Plata, Davis Corporation and others; altering certain requirements relating to the provision of a golf course and recreational amenities on certain portions of the property subject to the Annexation Agreement; and all matters generally relating to the amendment of the existing Davis Corporation Annexation Agreement.

- b. **An Emergency Ordinance concerning Amendment to Town of La Plata FY2012-2013 Financial Plan/Budget** (for introduction and consideration of adoption) - For the purpose of amending the Town of La Plata FY2012-2013 Financial Plan/Budget; and all matters generally relating thereto.

- c. **Award of Bid 13-01, FY-2013 Road Overlay & Milling of Willow Lane** (for introduction and consideration of adoption) - For the purpose of accepting and awarding of a certain bid submitted by C.A. Bean, Inc., for the Road Overlay & Milling of Willow Lane; and all matters relating to acceptance of such bid.

7 Unfinished Business

8 New Business

- a. Commission Reports.
- b. Upcoming Events

Veteran's Parade, Sunday, November 11th, 1:00 p.m.

9 Adjournment

Council of the Town of La Plata
Town Hall, La Plata, Maryland
Special Meeting – 7:00 PM
September 11, 2012

Present: Mayor Roy G. Hale, Councilman R. Wayne Winkler, Councilman C. Keith Back,
Councilwoman Paretta D. Mudd, Councilman Joseph W. Norris; Daniel J. Mears, Town
Manager; Danielle Mandley, Town Clerk

Town Staff: Robert W. Oliphant, Treasurer

Minutes:

Mayor Hale called the special meeting to order at 7:00 PM, and led the pledge of allegiance.

► New Business

Emergency Ordinance No. 12-18 Amendment to Town of La Plata FY2012-2013 Financial Plan/Budget (for introduction and consideration of adoption) – For the purpose of amending the Town of La Plata FY2012-2013 Financial Plan/Budget; and all matters generally relating thereto.

Mr. Mears, followed by Mr. Oliphant described the purpose of Emergency Ordinance No. 12-18, which is required to re-appropriate unspent funds from the FY2011-2012 Budget for the Tilghman Lake Park Parking Area.

Councilman Back moved to suspend the provisions of Town Charter § C6-4 Ordinances, to adopt Ordinance No. 12-18 as an emergency ordinance. Councilman Norris seconded the motion. Motion carried by unanimous vote.

Councilman Norris moved to adopt Emergency Ordinance No. 12-18. Councilman Winkler seconded the motion. Motion carried by unanimous vote.

Resolution No. 12-4 Tilghman Lake Park Parking Area (for consideration of adoption) – For the purpose of authorizing the Town Manager to execute and deliver, on behalf of the Town of La Plata, a contract for the construction of a pervious parking lot at Tilghman Lake Park.

Mr. Mears described the contract for construction of the Tilghman Lake Park Parking Area, and associated Resolution No. 12-4.

Councilman Winkler moved to adopt Resolution No. 12-4. Councilwoman Mudd seconded the motion and it passed unanimously.

There being no further business, Councilwoman Mudd moved to adjourn the special meeting and at 7:05 PM. Councilman Winkler seconded the motion and it passed by unanimous vote.

Submitted by:

Danielle Mandley
Town Clerk

Council of the Town of La Plata
Town Hall, La Plata, Maryland
Work Session
September 11, 2012, 7:10 PM

Present: Mayor Roy G. Hale, Councilman R. Wayne Winkler, Councilman C. Keith Back, Councilwoman Paretta D. Mudd, Councilman Joseph W. Norris; Daniel J. Mears, Town Manager; Danielle Mandley, Town Clerk

Town Staff: Robert W. Oliphant, Treasurer

Minutes:

Mayor Hale called the work session to order at 7:10 PM.

► Matters of Council Discussion

- Transfer of County and Town Roads.

Mr. Mears summarized a memorandum regarding road transfers between the County and Town, which was included in the meeting packets. The discussion included information on the necessary research for the annexations for boundary adjustments and recorded plats and/or deeds to get the correct location and area for each road or portion of road proposed to be transferred to the Town.

Council Consensus: Following discussion the Council agreed that staff should research the necessary information and requirements to take dedication of Scroggins Street, Lee Street, and a portion of Oak Avenue from the Charles County Commissioners, and to transfer a portion of Baltimore Street and all of Church Street to the Charles County Commissioners. It was further agreed that dedication of Washington Avenue would not take place at this time.

► Matters of Information

Councilman Winkler and Councilman Back announced that they would not be available to attend the next work session. Following discussion the Council agreed to cancel the September 18, 2012 work session.

Mayor Hale announced that the Main Street Trust will be in Town to interview the local business owners on September 19, 2012.

► Future Work Session Topics

- Heritage Green Amendment to Annexation Agreement.

There being no further business, Councilman Winkler moved to adjourn the work session at 8:03 PM. Councilman Norris seconded the motion and it passed by unanimous vote.

Submitted by:

Danielle Mandley

Town Clerk

DRAFT

Council of the Town of La Plata
La Plata Town Hall
Tuesday, September 25, 2012, 7:00 p.m.
Business Meeting

Present: Mayor Roy G. Hale, Councilman C. Keith Back, Councilwoman Paretta D. Mudd, Councilman Joseph W. Norris; Daniel J. Mears, Town Manager; Danielle Mandley, Town Clerk

Town Staff: Robert W. Oliphant, Treasurer; Cassin B. Gittings, Chief, La Plata Police Department;
David M. Jenkins, Director of Municipal Development; Theresa Dent, Senior Planner;

Guests: See Roster

Minutes:

1. Call to Order

Mayor Hale called the meeting to order at 7:00 PM.

2. Pledge of Allegiance.

Mayor Hale led all attendees in reciting the Pledge of Allegiance.

3. Approval of August Minutes

a. Motion to approve August meeting minutes.

Councilman Norris moved to approve the minutes of the August 14 special meeting, August 14 work session, August 15 closed session, August 21 special meeting, August 21 work session, August 21 closed session, August 28 business meeting and August 28 closed session. Councilman Back seconded the motion and it passed unanimously.

4. Petitions, Communications, Appearances and Public Forum

a. Public Forum *[No speakers.]*

b. La Plata Police Department (LPPD) monthly report – Chief Gittings

Chief Gittings reported on the department's activities during the month of August 2012.

Chief Gittings also reported on a scam by a black top sealing group, officer training, child safety seat check, notice of a new intersection law, the success of National Night Out, and the receipt of a donation to the Explorers Post from Pizza Hot Line.

- c. Proclamation – Trick or Treat Evening, Wednesday, October 31, 2012

Mayor Hale read the Trick or Treat Evening Proclamation.

- d. Proclamation – Civista Medical Center

Mayor Hale read the Proclamation recognizing Civista Medical Center for being named one of the nation's Top Performers on Key Quality Measures.

5. ► Unfinished Business [None]

6. ► New Business

- a. Appointments to Boards and Commissions.

Councilman Norris moved to appoint Reginald Kearney as a regular member of the Design Review Board to fill an unexpired term until June 23, 2013. Councilwoman Mudd seconded the motion and it passed unanimously.

- b. Commission Reports.

Councilman Back reported on the review of Charles Street Overlook and the Public Lands District by the Planning Commission.

Councilwoman Mudd spoke about the Scarecrow Festival and the entry by the Beautification Commission and requested information on the status of the Southbound sign repairs.

Councilman Norris reported on the Design Review Board review and approval of a Master Sign Plan for Colonial Station.

- c. Upcoming Events – Mayor Hale

Mayor Hale thanked Joanne Warden for working the food trailer during concerts and events, and read the list of upcoming events.

Summer Concert
September 28, 7PM to 9PM
John Luskey Band

Community Yard Sale
Saturday, October 6th, 10AM to 12 noon

Harvest Halloween Party
Saturday, October 27th, 10AM to 12 noon

La Plata Fall Festival
Sunday, October 21st, 12 noon to 4PM

7. Adjournment

a. Motion to adjourn.

There being no other business to discuss, Councilman Back moved to adjourn the business meeting at 7:24 PM. Councilman Norris seconded the motion and it passed by unanimous consent.

Submitted by:

Danielle Mandley, CMC, Town Clerk

DRAFT

Town Of La Plata
Treasurer's Report
As of June 30, 2012
Cash & Investments
UNAUDITED

			% of Class	% of Total
Cash & Investments				
Cash in bank				
Operating Checking (PNC)				
Balance as of 05/31/12	\$	312,952.00		
Inflows				
Taxes	321,563.30			
Other Deposits	238,999.09			
Transfer in from MMF	4,185,372.41			
Transfer in from MLGIP				
Bond proceeds				
Grant Proceeds				
Voided checks				
Subtotal		4,745,934.80		
Outflows				
Salary & fringes	273,762.38			
Vendor payments	325,680.66			
Debt service payments	21,547.00			
Capital Projects	362,647.00			
Pass-through grant funds				
Returned Checks				
Transfers to MMF	71,307.28			
Transfers to MLGIP	78,700.00			
Subtotal		1,133,644.32		
Balance as of 6/30/2012		3,925,242.48	98.23%	33.79%
Payroll (PNC)				
Balance as of 05/31/12	\$	5,640.40		
Inflows				
Transfers from Operating	138,463.14			
Interest	0.70			
Subtotal		138,463.84		
Outflows				
Checks	24,469.56			
ACH	112,927.55			
Bank charges	34.00			
Subtotal		137,431.11		
Balance as of 6/30/2012		6,673.13	0.17%	0.06%

Town Of La Plata
Treasurer's Report
As of June 30, 2012
Cash & Investments
UNAUDITED

Savings (CFB)				
Balance as of 05/31/12		9,630.63		
Inflows				
Transfer in from Security Deposit CD	-			
Interest	<u>2.72</u>			
Subtotal		2.72		
Outflows				
Transfer out to Operating	<u>-</u>			
Subtotal		<u>-</u>		
Balance as of 6/30/2012		9,633.35	0.24%	0.08%
Money Market Fund/Sweep Account (PNC)				
Balance as of 05/31/12		4,114,065.13		
Inflows				
Transfer in from Operating	71,307.28			
Interest	<u>645.32</u>			
Subtotal		71,952.60		
Outflows				
Transfer out to Operating	<u>4,185,372.41</u>			
Subtotal		<u>4,185,372.41</u>		
Balance as of 6/30/2012		645.32	0.02%	0.01%
Cash held by Trustee				
Balance as of 05/31/12		63,403.43		
Inflows				
Transfer in from Operating				
Interest	<u>0.62</u>			
Subtotal		0.62		
Outflows				
Administrative services				
Debt Service	<u>-</u>			
Subtotal		<u>-</u>		
Balance as of 6/30/2012		<u>63,404.05</u>	1.59%	0.55%
Total Cash in bank		3,995,964.98	100.00%	34.40%

Town Of La Plata
Treasurer's Report
As of June 30, 2012
Cash & Investments
UNAUDITED

Investments				
Maryland Local Government Investment Pool				
Operating	336,046.00			
Vehicle Replacement Reserves	<u>803,245.28</u>			
MLGIP subtotal		1,139,291.28	14.95%	9.81%
Certificates of Deposit				
County First (CDARs)	6,481,539.06			
PNC	<u>-</u>			
CD subtotal		<u>6,481,539.06</u>	85.05%	55.79%
Total Investments		<u>7,620,830.34</u>	100.00%	65.60%
Total Cash & Investments		<u><u>11,616,795.32</u></u>		

Town Of La Plata
Treasurer's Report
As of June 30, 2012
General Fund
UNAUDITED

	Budgeted	Projected thru 06/30/12	Actual thru 06/30/12	Variance (Actual vs Projected thru 06/30/12)	
				Surplus/ (Deficit)	%
Revenues & Other Financing Sources					
Revenues					
Taxes - local					
Real Property	3,911,630	3,911,630	4,067,593	155,963	4%
Personal Property	158,260	158,260	186,148	27,888	18%
Railroads & Public Utilities	51,525	51,525	90,142	38,617	75%
Property subtotal	4,121,415	4,121,415	4,343,882	222,467	5%
Income	971,910	971,910	1,132,252	160,342	16%
Other	2,500	2,500	2,382	(118)	-5%
Local tax subtotal	5,095,825	5,095,825	5,478,516	382,691	8%
Licenses & permits					
Traders	18,540	18,540	32,743	14,203	77%
Building & Equipment					
Grading Permits	44,000	44,000	3,217	(40,783)	-93%
Building Permits	-	-	92,468	92,468	
Plumbing Permits	-	-	6,418	6,418	
Other Building Permits	-	-	2,838	2,838	
Building & Equipment subtotal	44,000	44,000	104,941	60,941	139%
Miscellaneous Permits	-	-	4,058	4,058	
Cable TV Franchise Fee	150,000	150,000	155,055	5,055	3%
Licenses & permits subtotal	212,540	212,540	296,796	84,256	40%
Intergovernmental					
Federal	-	-	10,874	-	
State					
State Police Aid	40,000	40,000	48,491	8,491	21%
Highway User Tax	17,710	17,710	125,855	108,145	611%
MEA Grant	50,000	50,000	45,994		
CP&P Grant	-	-	-	-	
State subtotal	107,710	107,710	220,340	116,636	108%
County	-	-	-	-	
Intergovernmental subtotal	107,710	107,710	231,213	116,636	108%

Town Of La Plata
Treasurer's Report
As of June 30, 2012
General Fund
UNAUDITED

	Budgeted	Projected thru 06/30/12	Actual thru 06/30/12	Variance (Actual vs Projected thru 06/30/12)	
				Surplus/ (Deficit)	%
Revenues & Other Financing Sources continued					
Service Charges					
General Government					
Administration					
HG STD Fee	3,000	3,000	3,000	-	0%
	<u>3,000</u>	<u>3,000</u>	<u>3,000</u>	-	0%
Zoning & subdivision fees					
Annexation Application	500	500	1,250	750	150%
Subdivision & Site Plan Review	-	-	-	-	
Builders guaranty fee	-	-	(654)	(654)	
Forest Conservation Fee	-	-	-	-	
Parkland Fee	-	-	-	-	
Other Zoning & Subdivision Fees	-	-	865	865	
	<u>500</u>	<u>500</u>	<u>1,461</u>	<u>961</u>	<u>192%</u>
Zoning & subdivision fees subtotal					
Other General Government Fees			5,139		
General Government subtotal	3,500	3,500	9,600	961	
Public Safety					
Rental Inspection Fee	15,840	15,840	18,200	2,360	15%
Public Safety subtotal	15,840	15,840	18,200	2,360	15%
Public Works					
WWTP ENR Upgrade CM fees		-	77,267	77,267	
Public Safety subtotal	-	-	77,267	77,267	
Recreation					
Farmer's Market	150	150	1,968	1,818	1212%
Recreation subtotal	150	150	1,968	1,818	1212%
Service Charges subtotal	19,490	19,490	107,034	82,406	423%
Fines & Forfeitures	2,500	2,500	3,831	1,331	53%

Town Of La Plata
Treasurer's Report
As of June 30, 2012
General Fund
UNAUDITED

	Budgeted	Projected thru 06/30/12	Actual thru 06/30/12	Variance (Actual vs Projected thru 06/30/12)	
				Surplus/ (Deficit)	%
Miscellaneous Revenues					
Interest	2,000	2,000	48,385	46,385	2319%
Sale of assets	-	-	21,385	21,385	
Rent & concessions	20,000	20,000	25,722	5,722	29%
Contributions & donations	-	-	28,334	28,334	
Other	1,000	1,000	24,085	23,085	2308%
Miscellaneous Revenues subtotal	23,000	23,000	147,911	124,911	543%
Revenue subtotal	5,461,065	742,972	6,265,303	792,232	
Other Financing Sources					
Appropriation of Unreserved Fund Balance	-	-	-	-	
Transfers from Water & Sewer Fund	584,130	584,130	584,130	-	0%
Transportation Reserve	85,000	85,000	12,973	(72,028)	-85%
Vehicle Reserve	-	-	-	-	
Parkland Reserve	141,125	141,125	48,408	(92,717)	-66%
HDSTD Reserve	55,780	55,780	-	(55,780)	-100%
Other Financing Sources subtotal	866,035	866,035	645,510	(220,525)	-25%
Total Revenues & Other Financing Sources	6,327,100	6,327,100	6,910,813	571,707	9%

Town Of La Plata
Treasurer's Report
As of June 30, 2012
General Fund
UNAUDITED

	Budgeted	Projected thru 06/30/12	Actual thru 06/30/12	Variance (Actual vs Projected thru 06/30/12)	
				Surplus/ (Deficit)	%
Expenditures & Other Financing Uses					
Expenditures					
General Government					
Mayor & Council	199,150	199,150	184,596	(14,554)	-7%
Elections	-	-	-	-	
Administration	568,755	568,755	421,695	(147,060)	-26%
Finance	484,745	484,745	486,096	1,351	0%
Legal	60,000	60,000	18,075	(41,925)	-70%
HR/Personnel	20,050	20,050	14,745	(5,305)	-26%
Planning & Zoning	394,250	394,250	357,159	(37,091)	-9%
Information Technology	103,425	103,425	76,357	(27,068)	-26%
General Government subtotal	1,830,375	1,830,375	1,558,723	(271,652)	-15%
Public Safety					
Police	1,644,650	1,644,650	1,576,444	(68,206)	-4%
Inspections & Enforcement	183,155	183,155	138,278	(44,877)	-25%
Emergency Preparedness	8,900	8,900	8,640	(260)	-3%
Public Safety subtotal	1,836,705	1,836,705	1,723,362	(113,343)	-6%
Public Works					
Administration	518,990	518,990	533,327	14,337	3%
Maintenance Operations	340,650	340,650	304,854	(35,796)	-11%
Fleet Maintenance	132,010	132,010	93,039	(38,971)	-30%
Streets & Stormways	436,460	436,460	326,755	(109,705)	-25%
Public Works subtotal	1,428,110	1,428,110	1,257,975	(170,135)	-12%
Parks & Recreation					
Operations & Maintenance	376,085	376,085	269,795	(106,290)	-28%
Community Promotion	289,705	289,705	262,206	(27,499)	-9%
Recreation	-	-	-	-	
Parks & Recreation subtotal	665,790	665,790	532,001	(133,789)	-20%
Expenditure subtotal	5,760,980	5,760,980	5,072,061	(688,919)	-12%

Town Of La Plata
Treasurer's Report
As of June 30, 2012
General Fund
UNAUDITED

	Budgeted	Projected thru 06/30/12	Actual thru 06/30/12	Variance (Actual vs Projected thru 06/30/12)	
				Surplus/ (Deficit)	%
Other Financing Uses					
Debt Service					
Bonds	348,905	348,905	349,139	234	0%
Notes	2,000	2,000	2,000	-	0%
Leases	9,020	9,020	6,529	(2,491)	-28%
Debt Service subtotal	359,925	359,925	357,669	(2,256)	-1%
Transfers					
To Vehicle Reserve	18,700	18,700	18,700	-	0%
To Sewer Fund fo WLPS ARRA Loan debt service	231,280	231,280	222,873	(8,407)	-4%
To Sanitation for mosquito spraying	4,080	4,080	3,967	(113)	-3%
To Stormwater management	36,050	36,050	36,050	-	0%
Transfers subtotal	290,110	290,110	281,590	(8,520)	-3%
Other Financing Uses subtotal	650,035	650,035	639,259	(10,776)	-2%
Total Expenditures and Other Financing Uses	6,411,015	6,411,015	5,711,320	(699,695)	-11%
Difference between Revenues & Expenditures	(83,915)	(83,915)	1,199,493	1,271,402	

Town Of La Plata
Treasurer's Report
As of June 30, 2012
Enterprise Funds
UNAUDITED

	Budgeted	Projected thru 06/30/12	Actual thru 06/30/12	Variance (Actual vs Projected thru 06/30/12)	
				Surplus/ (Deficit)	%
Sanitation/Solid Waste Fund					
Income & Other Financing Sources					
Income					
Service Charges					
Trash collection & Disposal	965,560	965,560	948,000	(17,560)	-2%
Account Maintenance Fees	28,080	28,080	58,449	30,369	108%
Recycling	103,000	103,000	105,868	2,868	3%
Service Charges subtotal	1,096,640	1,096,640	1,112,318	15,678	1%
Miscellaneous Revenue	1,470	1,470	2,973	1,503	102%
Income subtotal	1,098,110	1,098,110	1,115,290	17,180	2%
Other Financing Sources					
Transfer from General Fund	4,080	4,080	3,967	(113)	-3%
Appropriation of Fund Balance	351,045	351,045	92,646	(258,399)	-74%
Other Financing Sources subtotal	355,125	355,125	96,613	(258,512)	-73%
Total Income & Other Financing Sources	1,453,235	1,453,235	1,211,903	(241,332)	-17%
Expenses & Other Financing Uses					
Expenses					
Trash collection & Disposal	765,850	765,850	636,831	(129,019)	-17%
Leaf collection/Yard Waste	8,700	8,700	119	(8,581)	-99%
Mosquito spraying	4,200	4,200	3,967	(233)	-6%
Recycling	103,000	103,000	99,835	(3,165)	-3%
Automated Trash Collection System	266,110	266,110	264,747	(1,364)	-1%
Total Expenses	1,147,860	1,147,860	1,005,499	(142,361)	-12%
Other Financing Uses					
Debt Service	98,970	98,970		(98,970)	-100%
Transfer to General Fund for Administration	146,405	146,405	146,405	-	0%
Transfer to Vehicle Reserve Fund	60,000	60,000	60,000	-	0%
Other Financing Uses subtotal	305,375	305,375	206,405	(98,970)	-32%
Total Expenses & Other Financing Uses	1,453,235	1,453,235	1,211,904	(241,331)	-17%
Difference between Income & Expense	-	-	(0)	(0)	

Town Of La Plata
Treasurer's Report
As of June 30, 2012
Enterprise Funds
UNAUDITED

	Budgeted	Projected thru 06/30/12	Actual thru 06/30/12	Variance (Actual vs Projected thru 06/30/12)	
				Surplus/ (Deficit)	%
<u>Sewer Fund</u>					
Income & Other Financing Sources					
Income					
Intergovernmental					
Federal Grants	-	-	32,399	32,399	
State Grants	4,357,680	4,357,680	6,156,998	1,799,318	41%
Other	-	-	-	-	
Intergovernmental subtotal	4,357,680	4,357,680	6,189,397	1,831,717	42%
Service Charges					
Usage Charges	2,473,590	2,473,590	2,375,457	(98,133)	-4%
Account maintenance fees	87,190	87,190	68,106	(19,084)	-22%
Other	2,225	2,225	37,965	35,740	1606%
Major Facility Fees	-	-	212,481	212,481	
Service Charges subtotal	2,563,005	2,563,005	2,694,009	131,004	5%
Interest	8,930	8,930	13,542	4,612	52%
Total Income	6,929,615	6,929,615	8,896,947	1,967,332	28%
Other Financing Sources					
Bond Proceeds	375,910	375,910	323,163	(52,747)	-14%
In from Heritage Green STD Trust	229,160	229,160	222,873	(6,287)	-3%
Major Facility Fee Reserve	525,200	525,200	307,618	(217,582)	-41%
Re-appropriation of Fund Balance	2,852	2,852	-	(2,852)	-100%
Total Other Financing Sources	1,133,122	1,133,122	853,654	(279,468)	-25%
Total Income & Other Financing Sources	8,062,737	8,062,737	9,750,601	1,687,864	21%
Expenses & Other Financing Uses					
Expenses					
Collection & Conveyance					
Operations	699,172	699,172	885,777	186,605	27%
Capital Projects	-	-	18,692	18,692	
Collection & Conveyance subtotal	699,172	699,172	904,469	205,297	29%
Treatment & Disposal					
Operations	1,495,790	1,495,790	1,502,998	7,208	0%
Capital Projects	4,733,590	4,733,590	6,372,276	1,638,686	35%
Treatment & Disposal subtotal	6,229,380	6,229,380	7,875,273	1,645,893	26%
Other	-	-	-	-	
Expense subtotal	6,928,552	6,928,552	8,779,742	1,851,190	27%
Other Financing Uses					
Debt Service	795,330	795,330	742,972	(52,358)	-7%
Transfers	321,120	321,120	398,267	77,147	24%
Other Financing Uses subtotal	1,116,450	1,116,450	1,141,239	24,789	2%
Total Expenses & Other Financing Uses	8,045,002	8,045,002	9,920,981	1,875,979	23%
Difference between Income & Expense	17,735	17,735	(170,380)	(188,115)	

Town Of La Plata
Treasurer's Report
As of June 30, 2012
Enterprise Funds
UNAUDITED

	Budgeted	Projected thru 06/30/12	Actual thru 06/30/12	Variance (Actual vs Projected thru 06/30/12)	
				Surplus/ (Deficit)	%
<u>Water Fund</u>					
Income & Other Financing Sources					
Income					
State Grant	500,000	500,000	410,021	(89,979)	-18%
Service Charges					
Usage Charges	816,890	816,890	832,879	15,989	2%
Account maintenance fees	30,920	30,920	51,202	20,282	66%
Service Charges subtotal	847,810	847,810	884,081	36,271	4%
Miscellaneous Revenue					
Interest	2,300	2,300	2,963	663	29%
Other	-	-	-	-	
Miscellaneous Revenue subtotal	2,300	2,300	2,963	663	29%
Income subtotal	1,350,110	1,350,110	1,297,065	(53,045)	-4%
Other Financing Sources					
Bond Proceeds	500,000	500,000	410,021	(89,979)	-18%
In from Vehicle reserve	-	-	-	-	
Major Facility Fee Reserve	205,400	205,400	129,268	(76,132)	-37%
Re-appropriation of fund balance	9,845	9,845	-	(9,845)	-100%
Other Financing Sources subtotal	715,245	715,245	539,289	(175,956)	-25%
Total Income & Other Financing Sources	2,065,355	2,065,355	1,836,354	(229,001)	-11%
Expenses & Other Financing Uses					
Expenses					
Distribution	661,795	661,795	290,887	(370,908)	-56%
Production & storage	451,705	451,705	473,011	21,306	5%
AMR/Meter Replacement project	700,000	700,000	807,074	107,074	15%
Total Expenses	1,813,500	1,813,500	1,570,971	(242,529)	-13%
Other Financing Uses					
Transfers	116,605	116,605	116,605	-	0%
Debt Service	135,250	135,250	129,268	(5,982)	-4%
Total Debt Service	251,855	251,855	245,873	(5,982)	-2%
Total Expenses & Other Financing Uses	2,065,355	2,065,355	1,816,844	(248,511)	-12%
Difference between Income & Expense	0	0	19,510	19,509	

Town Of La Plata
Treasurer's Report
As of June 30, 2012
Enterprise Funds
UNAUDITED

	Budgeted	Projected thru 06/30/12	Actual thru 06/30/12	Variance (Actual vs Projected thru 06/30/12)	
				Surplus/ (Deficit)	%
<u>Storm Water Fund</u>					
Income & Other Financing Sources					
Federal through State Grant			38,586	38,586	
Account maintenance fees			-	-	
Service charges	46,730	46,730	48,732	2,002	4%
Transfer from General Fund	36,050	36,050	36,050	-	0%
Total Income & Other Financing Sources	82,780	82,780	123,368	40,588	49%
Expenses & Other Financing Uses					
	82,780	82,780	78,393	(4,387)	-5%
Difference between Income & Expense	-	-	44,975	44,975	



Proclamation



of the Council of the
Town of La Plata, Maryland

Municipal Government Works Month November 2012

WHEREAS, the Town of La Plata was incorporated in 1888; and

WHEREAS, Maryland is home to 157 municipalities; and

WHEREAS, municipal government represents the most responsive level of government, allowing citizens to have direct access to elected officials; and

WHEREAS, in an effort to educate citizens about municipal government and the importance of their participation, the Town of La Plata is proud to promote municipal government awareness; and

WHEREAS, municipalities have enhanced the quality of life for their respective residents by maintaining natural and historic sites and structures and helping to make Maryland a great place to live, work, play and explore;

NOW, THEREFORE, WE, THE COUNCIL OF THE TOWN OF LA PLATA do hereby join the Maryland Municipal League in proclaiming November as ***MUNICIPAL GOVERNMENT WORKS MONTH*** in the Town of La Plata, Maryland, and do commend this observance to all of our citizens.

SEAL:

COUNCIL OF THE TOWN OF LA PLATA

Mayor Roy G. Hale

Councilman R. Wayne Winkler

Councilman C. Keith Back

Councilwoman Paretta D. Mudd

ATTEST:

Danielle Mandley, CMC, Town Clerk

Date: _____

Councilman Joseph W. Norris

COUNCIL OF THE TOWN OF LA PLATA
Resolution No. 12-5

Introduced by: Mayor Roy G. Hale

Date Introduced: Scheduled for October 23, 2012

Planning Commission Public Hearing: [not required]

Town Council Public Hearing: Scheduled for December 11, 2012

Amendments Adopted:

Date Adopted:

Date Effective:

1 A RESOLUTION concerning

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Second Amendment of Davis Corporation Annexation Agreement

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FOR the purpose of approving and authorizing a second amendment of a certain Annexation Agreement, as amended, originally entered into between the Town of La Plata, Davis Corporation and others; altering certain requirements relating to the provision of a golf course and recreational amenities on certain portions of the property subject to the Annexation Agreement; and all matters generally relating to the amendment of the existing Davis Corporation Annexation Agreement.

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EXPLANATORY STATEMENT: In conjunction with the annexation of certain land into the Town of La Plata, the Town, and the Davis Corporation, Bruce E. Davis and others entered into an Annexation Agreement and Amendment to Annexation Agreement. The Annexation Agreement, was dated March 20, 1990, and was recorded on June 18, 1990, among the Land Records of Charles County, Maryland in Liber 1475, page 136. The Amendment to Annexation Agreement was dated October 14, 1997, and was recorded on March 19, 1998, among the Land Records of Charles County, Maryland, in Liber 2529, page 193. The Annexation Agreement was approved by the Council of the Town of La Plata pursuant to Resolution No. 89-11 approved by the Town Council on March 20, 1990. The Amendment to Annexation Agreement was approved by the Council of the Town of La Plata pursuant to Resolution No. 97-2 approved by the Town Council on October 14, 1997. The Annexation Agreement and the Amendment to Annexation Agreement collectively hereinafter are referred to as the "Annexation Agreement". Heritage Green Development, LLC, successor in title to 805.691 acres of land, being all of the acreage subject to the Second Amendment to Annexation Agreement, desires to amend certain provisions of the Annexation Agreement and the Town Council desires to authorize and approve such amendment. Now, therefore,

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SECTION I: BE IT RESOLVED BY THE COUNCIL OF THE TOWN OF LA PLATA, that it hereby approves the Second Amendment to Annexation Agreement attached to and incorporated into this Resolution, and authorizes the execution thereof on behalf of the Town.

SECTION II: BE IT FURTHER RESOLVED that the Second Amendment to Annexation Agreement as provided for by this Resolution shall be and become effective on the forty-fifth day following the date of its passage. A complete and exact copy of this Resolution shall be posted in the Town Hall for a period of thirty days from the date of its passage.

SECTION III: BE IT FURTHER RESOLVED that as soon as the Second Amendment to Annexation Agreement shall become effective either as herein provided, the Chief Executive Officer of the Town of La Plata shall cause to be sent, separately by mail, bearing a postmark from the United States Postal Service, to the Department of Legislative Services of Maryland, and to the Clerk of the Circuit Court of Charles County, Maryland, the following information concerning the Resolution:

- A. The complete text of this Resolution as hereby enacted, including the number of votes cast for and against the Resolution by the members of the Town Council.
- B. The effective date of the amendment to the Annexation Agreement.
- C. A statement that there is no change to the boundaries of the Town of La Plata as a result of the enactment of this Resolution.

SECTION IV: BE IT FURTHER RESOLVED that the Chief Executive Officer of the Town of La Plata, as evidence of compliance, shall cause to be filed among the permanent records of the Town a certification from the Town Clerk that the requirements of Sections II and III of this Resolution have been satisfied.

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ADOPTED this _____ day of _____, 201____.

SEAL:

COUNCIL OF THE TOWN OF LA PLATA

Roy G. Hale, Mayor

R. Wayne Winkler, Councilman

C. Keith Back, Councilman

ATTEST:

Paretta D. Mudd, Councilwoman

Danielle Mandley, CMC, Town Clerk
Date: _____

Joseph W. Norris, Councilman

SECOND AMENDMENT TO ANNEXATION AGREEMENT

THIS AMENDMENT TO ANNEXATION AGREEMENT, hereinafter referred to as "this Agreement", entered into this _____ day of _____, 2013, by and between **TOWN OF LA PLATA**, a municipal corporation of the State of Maryland, acting by and through the **TOWN COUNCIL OF THE TOWN OF LA PLATA**, hereinafter referred to collectively as "the Town", party of the first part; **HERITAGE GREEN DEVELOPMENT, LLC**, a Virginia limited liability company, hereinafter referred to as "HGD" or Petitioner", party of the second part; and **MARIA PAGOULATOS AND BRIAN P. GALLAGHER**, Trustees under an Amendment and Restatement of Deed of Trust, Security Agreement and Fixture Filing Statement recorded among the Land Records of Charles County, Maryland, in Book 4814, page 130, party of the third part, hereinafter referred to as "Trustee".

EXPLANATORY STATEMENT: In connection with the annexation of a tract of land, hereinafter referred to as "the Tract", consisting of 805.691 acres, more or less, into the corporate limits of the Town, the Town, the then owners of the Tract, and others entered into an Annexation Agreement dated March 20, 1990, and recorded among the Land Records of Charles County, Maryland, in Liber 1475, page 136. Later the Town, the owners of the Tract, and others, entered into an Amendment to Annexation Agreement dated March 17, 1998, and recorded among the Land Records of Charles County, Maryland in Liber 2529, page 193. The Amendment to Annexation Agreement modified certain provisions of the Annexation Agreement to provide for residential rather than commercial use, for that portion of the tract lying between Washington Avenue and the Conrail Right-of-Way. The Annexation Agreement and the Amendment to Annexation Agreement collectively are referred to as the "Annexation Agreement." This amendment applies only to that portion of the Tract owned by HGD which is referred to herein as "the Property"

When the Annexation Agreement was entered into the Town and the other parties to the Annexation Agreement believed that the development of the Tract should include an 18 hole golf course as a commercial recreational amenity which would have been owned by HGD. As a result of the Town's recently approved 2011 Comprehensive Parks and Recreation Master Plan the parties have determined that a more varied package of recreational amenities for the development and the community-at-large would be appropriate in lieu of a limited market golf course amenity. The parties hereto, which include the Town and HGD, the current owner of the Tract (saving and excepting a 8.786 acres, more or less, portion of the Tract heretofore conveyed pursuant to Deed

dated March 26, 1991, and recorded among the Land Records of Charles County, Maryland, in Liber 1538, page 152) and of the 269 acres, more or less, of land (described in the Annexation Agreement) lying contiguous to the Tract, and the holder of an encumbrance on the Property, desire to amend the Annexation Agreement (as amended by the Amendment to Annexation Agreement) to reflect these changed circumstances and to modify certain requirements of the Annexation Agreement (as amended by the Amendment to Annexation Agreement) consistent therewith. As a consequence, this Agreement eliminates the requirement that a golf course be constructed as part of the development of the Property and provides that other park and recreational amenities be substituted.

The Annexation Agreement provided recreation elements in addition to the golf course. These elements, which would not be changed by this Agreement, include two neighborhood recreation centers that each would include a swimming pool, bathhouse, tennis court, tot lot, and basketball court; and a softball field and soccer field located on the elementary school site, and a separate site for recreational vehicle parking.

On December 13, 2005 and May 9, 2006 the Town approved the TND Designation Plan for Phase One and Phase Two of Heritage Green respectively. The designation provided recreation elements that include Chapman House Community/Professional Center, neighborhood parks, a linear park trail along the proposed La Plata Parkway, and an accessible lake and picnic pavilion in the northeast portion of Phase Two.

A recreational trail along the northern portion of Phase Two parallel to Rosewick Road has already been constructed.

Now, therefore,

WITNESSETH, that for and in consideration of the mutual promises and covenants hereinafter set forth, and other good and valuable considerations, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Amendment of Annexation Agreement.

The Annexation Agreement (as amended by the Amendment to Annexation Agreement) is further amended by renumbering Paragraphs 7(b), (c) and (d) to be Paragraphs 7(c), (d) and (e) and by deleting Paragraph 7(a) thereof and substituting new Paragraphs 7(a) and (b) to stand in the place of the Paragraph so deleted, such new Paragraphs to read as follows:

7. Recreation and Park Facilities.

(a) The development of the Property shall provide for Petitioner to develop, construct, and provide, at its expense, an Outdoor Park System (“Park System”) in accordance with this Paragraph 7. The requirements of this Paragraph 7 are in addition to all other requirements of this Agreement and all other parks and recreation requirements imposed by law.

(b) The Park System shall consist of approximately 295 acres and shall include six elements; a central park, an eco-park within Clark’s Run, an expanded trail system, a building site for a Town recreation center, amenity ponds, and neighborhood parks. The Park System may also, at the Petitioner’s expense, include commercial concessions and businesses that support the objectives of the Park System, such as refreshments, sporting equipment rentals, or other similar offerings. Drawings that illustrate the general concept and intent of the Park System and each of the six elements are attached to this Agreement as Exhibits E1 through E7 and incorporated by reference. Each of these six elements are described in more detail in the remaining provisions of this Paragraph 7. Where an element or sub-element specifies acreage, number or types of facilities, or other unit of measurement of a facility to be provided under that element or sub-element, that specification is a minimum that Petitioner may exceed in its discretion subject to all required approvals by Town officials, boards, and commissions.

(1)

i. Element 1: Central Park - The Central Park conceptually depicted in Exhibit E1 shall consist of approximately 110 acres and shall contain the following sub-elements that describe the type and intensity of infrastructure to be included within the Central Park: 4 tot lots, 6 multi-purpose athletic courts open play fields for field games, 4 outdoor picnic areas, 2 picnic pavilions, trails and hiking paths (exclusive of all sidewalks), community garden areas with individual garden plots, an outdoor amphitheatre, maintained meadows, 3 restored and maintained ponds, 1 large reflecting pond, three urban fountains, and other amenities. If approved by the Town Planning Commission, Petitioner may substitute comparable types and quantities of sub-elements in lieu of those described in this item i.

ii. Element 2: Eco Park Within Clark’s Run - The Eco Park within Clarks Run conceptually depicted in Exhibit E2 shall contain 100 acres. The following sub-elements describe the type and intensity of infrastructure to be included within the Eco Park: 2¼ miles of soft surface trails and paths (exclusive

of all sidewalks, and shall be finished with native gravel, wood mulch, and or wood chips or equivalent) with footbridges, interpretive signs, and exercise stations, 4 outdoor picnic areas, a restored pond combined to meet storm water management needs and to serve as a community amenity, restored wetland habitats, stream restoration and enhancements, and natural meadows. If approved by the Town Planning Commission, Petitioner may substitute comparable types and quantities of sub-elements in lieu of those described in this item ii.

iii. Element 3: Expanded Trail System - The Expanded Trail System conceptually depicted in Exhibit E3 shall contain the following sub-elements that describe the type and intensity of infrastructure to be included within the Expanded Trail System running through the Property: a Clark's Run Trail meandering along Clarks Run within the Property, and a Connecting Network that interconnects neighborhoods, recreation elements, and other trails within and abutting the Property. All off street sections of the Expanded Trail System shall be improved with an asphalt or similar improved surface sufficient and appropriate for walking, jogging, bicycling, and similar types of activities except as noted in other Element 2 that requires soft surface trails and paths. If approved by the Town Planning Commission, Petitioner may substitute comparable types and quantities of sub-elements in lieu of those described in this item iii.

iv. Element 4: Building Site for a Town Recreation Center referred to herein as the "Building Site" – A Building Site for a Town Recreation Center generally depicted in Exhibit E4 shall be a buildable site of not more than 3 acres for a community recreational center to be built by the Town of La Plata. The Building Site shall be located within the Central Park or within 1,800 feet from the perimeter of the school site and be suitable in size, shape, and topography to accommodate the development of a two-story 20,000 square foot building and required parking facilities, taking into account shared parking arrangements with other nearby facilities as may be permitted by the Town zoning code. The Center shall conform to the Property design standards and follow the Property design review process.

v. Element 5: Amenity Ponds - Amenity ponds conceptually depicted in Exhibit E5 shall consist of ponds that serve as an attractive Heritage Green community or public amenity, or as an attractive dual purpose, public amenity and storm water management facility. Designated amenity ponds not within the Eco-Park or Central Park shall be improved with one or more feature such as pavilions, decks, pedestrian overlooks, benches, and similar types of improvements that will enhance the public's ability to use and enjoy the pond amenity. If approved by the Town Planning Commission,

Petitioner may substitute a comparable type and quantity of sub-element in lieu of that described in this item v.

vi. Element 6: Neighborhood Parks Minimum Acreage and Phasing – Neighborhood Parks as provided for in this item vi shall be included in all sub-phases of the development of the Property for which the Town Planning Commission has not approved a final subdivision plat as of December 31, 2011. Neighborhood Parks must be developed at a minimum acreage of , one acre per one hundred dwelling units, and shall be situated to provide a clustering of activities in a particular area.

(2) The Petitioner shall depict the Park System concept, including all of the elements of the Park System concept, on an amended master site development plan (MSDP) for the Property. The amended MSDP must be submitted to and approved by the Town Planning Commission before the Petitioner may apply for, or the Town may approve, any additional residential subdivision plats in the “impacted area” as shown in Exhibit E6. After the Planning Commission approves an amended MSDP that depicts the Park System concept, each subdivision plat and site plan submitted by the Petitioner for approval must be consistent with the amended MSDP and must depict and describe in detail the plans and specifications for each element and sub-element of the Park System that will be included in the area covered by the plat or site plan. Petitioner may not compel the approval of any residential preliminary subdivision plats or site plans in the “impacted area” as depicted on Exhibit E6 until the Planning Commission approves the amended MSDP.

(3) This sub-subparagraph (3) shall govern the phasing of the development and construction of those elements and sub-elements of the Park System as described below:

i. A community park to serve a community-wide function must be developed and constructed at the northwest main lake as conceptually depicted on Exhibits E1 & E7 prior to the issuance of any occupancy permit for residential units on the Property. This community park shall be a part of the Central Park element, must be accessible from Rosewick Road, and must contain a picnic pavilion, parking, a restroom facility, and a trail encircling the lake. This park area shall be approximately 20 acres and must be made available for use by Town residents.

ii. A soft surface trail of 1.5 miles long and running through and part of the Clark’s Run Eco-Park must be developed and constructed prior to the issuance of any occupancy permit for residential uses on the Property.

A conceptual depiction of the location of this trail is set forth on Exhibit E7.

iii. The first segment of the Linear Park Trail, extending from Route 6 to the first round-about, the general location of which is set forth on Exhibit E7 as “Linear Park Trail, Phase 1 (0.25 miles)”, must be constructed prior to the issuance of any occupancy permit for residential uses on the Property.

iv. Construction of the Neighborhood Recreation Center with pool as defined and required in Paragraph 7(c)(2) of the Annexation Agreement shall be started prior to issuance of the 150th residential occupancy permit and shall be completed and available for use for by Town residents as defined in Paragraph 7(c)(2) before the 300th residential occupancy permit is issued for the Property.

v. At a minimum, 40 acres of the Park System, including, but not limited to, the items in i, ii, and iii above generally located on Exhibit E7 as items A, B, C, and D, shall be completed and available for use prior to the issuance of any occupancy permit for residential units on the Property. Thereafter, the Park System shall be constructed and made available for use at the rate of one acre for every ten and one half residential building permits issued by the Town before the Town may issue, or be compelled to issue, occupancy permits that exceed the ten and one half residential building permits per each acre of the completed Park System. As part of this incremental construction: each added trail segment shall be connected to the overall Property network to avoid isolated segments, a minimum of 120 acres of the Park System must be completed and available for use before the Town may issue, or be compelled to issue, occupancy permits for more than 1259 residential units on the Property, and 180 acres of the Park System must be completed and available for use before the Town issues, or may be compelled to issue, occupancy permits for more than 1889 residential units on the Property. Each portion of the Park System located in a phase or subphase of the project must be constructed before the Town may issue, or be compelled to issue, the final residential building permit within the phase or sub-phase of development in which the portion of the Park System is located.

vi. The Building Site for a Town Recreation Center shall be conveyed to the Town within 30 days after final subdivision plat approval for the sub-phase that includes the Building Site or at such other time mutually agreed between Petitioner and the Town. If by the issuance of the 3000th residential building permit construction of the Town Recreation Center has not commenced, HGD, if HGD shall then exist, shall have the personal right to seek reconveyance of the Building Site unless an extension period is mutually agreed between HGD and the Town. Upon agreement between the Town and Petitioner, in lieu of

Petitioner constructing the two neighborhood recreation centers specified in Paragraph 7(c) of the Annexation Agreement, Petitioner may construct on this Building Site at its expense, and convey to the Town, a single combined recreation center for community and neighborhood use of such size and specifications as the Town and Petitioner may agree.

(4) Petitioner shall convey all, or any part, of the Park System, with the exception of those parcels that contain the Neighborhood Parks and Garden Plots, to the Town promptly after request of the Town, unless otherwise mutually agreed by Petitioner and the Town, or unless otherwise expressly provided in this Paragraph 7(a). Any part of the Park System that is to be conveyed to the Town shall be conveyed without cost or expense to the Town, by special warranty deed, bill of sale, or other documentation appropriate to the conveyance, and free and clear of all liens and encumbrances other than Property Design Standards, easements for elements such as environmental preservation, wetland and storm water mitigation, utilities, and similar items. Where Petitioner conveys a part of the Park System on which Petitioner has the right pursuant to Paragraph 7(b) to operate commercial concessions and businesses that support the objectives of the Park System, such as refreshments, sporting equipment rentals, or other similar offerings, the conveyance shall be subject to such rights. The Town shall accept all Park System parcels conveyed to it by the Petitioner. Until conveyance the Petitioner or, at the direction of Petitioner the Property HOA, shall maintain and manage the Park System. Until project completion the Petitioner, with written permission from the Town, may, but is not required to, maintain, and make improvements in, any Park System elements that have been conveyed to the Town.

2. Reaffirmation of Annexation Agreement.

Except as amended by this Agreement, the Annexation Agreement (as amended by the Amendment to Annexation Agreement) remains in full force and effect.

3. Agreement Constituting Covenants Running With the Land.

HGD hereby declares that, from and after the date of this Agreement, the Property shall be held, conveyed, encumbered, sold, leased, rented, used, occupied and improved subject to such covenants, conditions, restrictions, use limitations, obligations and equitable servitudes as are set forth in the Annexation Agreement (as amended by the Annexation Agreement), as amended by this Agreement, all of which covenants, conditions, restrictions, uses limitations, obligations, and

equitable servitudes shall be deemed to run with and bind to the land and be binding on HGD, its successors and assigns, and shall not be construed merely as personal obligations or covenants of HGD; and shall be for the benefit of the Town, its successors and assigns, and enforceable by it at law or in equity. The said covenants, restrictions, conditions, uses, limitations, obligations, and equitable servitudes shall automatically terminate and be of no further force and effect fifty (50) years after the date of this Agreement.

4. Noncontestibility of Agreement.

The parties to this Agreement agree not to challenge or contest, and waive any right to challenge or contest, in any legal or equitable proceeding, in any forum whatsoever, the validity, legality or enforceability of this Agreement or any or all of its provisions, terms or conditions.

5. Interpretation and Enforcement Under Maryland Law.

This Agreement is being executed and delivered, and is intended to be performed, in the State of Maryland, and shall be interpreted, construed and enforced in accordance with the laws of such State, exclusive of its provisions governing conflicts and choice of laws.

6. Gender Based Terminology.

In construing this Agreement, feminine, neuter or plural nouns and pronouns shall be substituted for those masculine of singular in form, and vice versa, in any place in which the context so requires.

7. Agreement Prepared by All Parties.

This Agreement has been prepared by all parties hereto, and the language used in this Agreement shall not be construed in favor of or against any particular party or parties.

8. Explanatory Statement Material.

The provisions stated and contained in the EXPLANATORY STATEMENT above are intended to be a material part of this Agreement and are not merely prefatory in nature.

9. Entire Understanding.

This Agreement contains the entire understanding of the parties and there are no representations, warranties, covenants, or undertakings other than those expressly set forth herein.

10. Scope of Agreement.

All of the promises, stipulations, covenants, and agreements herein contained shall apply to, bind, and be obligatory upon the parties hereto and the heirs, legatees, devisees, executors, administrators, personal representatives, successors, and assigns of each, whether so expressed or not.

11. Modification of Agreement.

An amendment or modification of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement.

12. Severability.

If any provision of this Agreement is held to be invalid or unenforceable, all other provisions hereof shall nevertheless continue in full force and effect.

13. Time of Essence.

Time is of the essence in this Agreement.

14. Attorney's Fees Upon Breach.

If HGD breaches any part of this Agreement, HGD shall pay the reasonable attorney's fees, court costs, cost of suit, and expenses incurred by the Town in enforcing the provisions of this Agreement with respect to said breach or in obtaining damages therefor.

15. Effect of Waiver on Breach.

The waiver by either party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of such breach by the other party, as an amendment of this

Agreement, or as a waiver of any subsequent breach of the same or any other provision of this Agreement by the waiving party or by the other party hereto.

HERITAGE GREEN DEVELOPMENT, LLC, SECOND AMENDMENT TO ANNEXATION AGREEMENT

October 19, 2012

Page 10

16. Recordation of Agreement.

Upon approval of this Agreement by the La Plata Town Council, and the due execution of this Agreement by all parties hereto, the Town shall record this Agreement, among the Land Records of Charles County, Maryland.

17. Duplicate Counterparts.

This Agreement may be executed by the various parties on several separate counterparts hereof, all of which shall together be valid and fully binding upon the parties hereto notwithstanding the fact that the undersigned parties may not have signed the same counterpart.

18. Joinder of Trustee.

The Trustee joins in this Agreement for the purpose of subordinating the lien of its deed of trust to the terms, conditions and effect of this Agreement and for the purpose of consenting thereto.

IN WITNESS WHEREOF, and as of the day and year first hereinabove written, the parties hereto have affixed below their respective signatures and seals to multiple counterparts of this Agreement, any of which shall be deemed to be an original.

ATTEST:

**HERITAGE GREEN DEVELOPMENT,
LLC,
a Virginia limited liability company**

By: _____ (SEAL)
Charis Lapas, Manager

_____ (SEAL)
, Trustee

ATTEST:

TOWN OF LA PLATA:

_____(SEAL)
Roy G. Hale, Mayor

_____(SEAL)
Joseph W. Norris, Councilman

_____(SEAL)
R. Wayne Winkler, Councilman

_____(SEAL)
Paretta D. Mudd, Councilwoman

_____(SEAL)
C. Keith Back, Councilman

_____(SEAL)
Daniel J. Mears, Town Manager

STATE OF _____, _____ COUNTY, to wit:

I, the undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that on this _____, 2013, appeared Charis Lapas, known to me or satisfactorily proven to me to be the Manager of HERITAGE GREEN DEVELOPMENT, LLC, a Virginia limited liability company, and the person whose name is subscribed to the within Second Amendment to Annexation Agreement, and said person acknowledged the within Second Amendment to Annexation Agreement to be said person's act as Managing Member of HERITAGE GREEN DEVELOPMENT, LLC, and, as such, the act of said limited liability company.

AS WITNESS my hand and Notarial Seal.

Notary Public
My Commission Expires:

STATE OF _____, _____ COUNTY, to wit:

I, the undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that on this ____ day of _____, 2013, appeared _____, TRUSTEE, known to me or satisfactorily proven to me to be the person whose name is subscribed to the within Second Amendment to Annexation Agreement, and said person acknowledged the within Second Amendment to Annexation Agreement to be said person's act as Trustee.

AS WITNESS my hand and Notarial Seal.

Notary Public
My Commission Expires:

STATE OF MARYLAND, CHARLES COUNTY, to wit:

I, the undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that on this _____, 2013, appeared ROY G. HALE, MAYOR OF THE TOWN OF LA PLATA, known to me or satisfactorily proven to me to be the person whose name is subscribed to the within Second Amendment to Annexation Agreement, and said person acknowledged the within Second Amendment to Annexation Agreement to be said person's act as Mayor for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

Notary Public
My Commission Expires:

STATE OF MARYLAND, CHARLES COUNTY, to wit:

I, the undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that on this _____, 2013, appeared JOSEPH W. NORRIS, COUNCILMAN OF THE TOWN OF LA PLATA, known to me or satisfactorily proven to me to be the person whose name is subscribed to the within Second Amendment to Annexation Agreement, and said person acknowledged the within Second Amendment to Annexation Agreement to be said person's act as Councilman for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

Notary Public
My Commission Expires:

STATE OF MARYLAND, CHARLES COUNTY, to wit:

I, the undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that on this _____, 2013, appeared R. WAYNE WINKLER, COUNCILMAN OF THE TOWN OF LA PLATA, known to me or satisfactorily proven to me to be the person whose name is subscribed to the within Second Amendment to Annexation Agreement, and said person acknowledged the within Second Amendment to Annexation Agreement to be said person's act as Councilman for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

Notary Public
My Commission Expires:

STATE OF MARYLAND, CHARLES COUNTY, to wit:

I, the undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that on this _____, 2013, appeared PARETTA D. MUDD, COUNCILWOMAN OF THE TOWN OF LA PLATA, known to me or satisfactorily proven to me to be the person whose name is subscribed to the within Second Amendment to Annexation Agreement, and said person acknowledged the within Second Amendment to Annexation Agreement to be said person's act as Councilwoman for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

Notary Public
My Commission Expires:

STATE OF MARYLAND, CHARLES COUNTY, to wit:

I, the undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that on this _____, 2013, appeared C. KEITH BACK, COUNCILMAN OF THE TOWN OF LA PLATA, known to me or satisfactorily proven to me to be the person whose name is subscribed to the within Second Amendment to Annexation Agreement, and said person acknowledged the within Second Amendment to Annexation Agreement to be said person's act as Councilman for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

Notary Public
My Commission Expires:

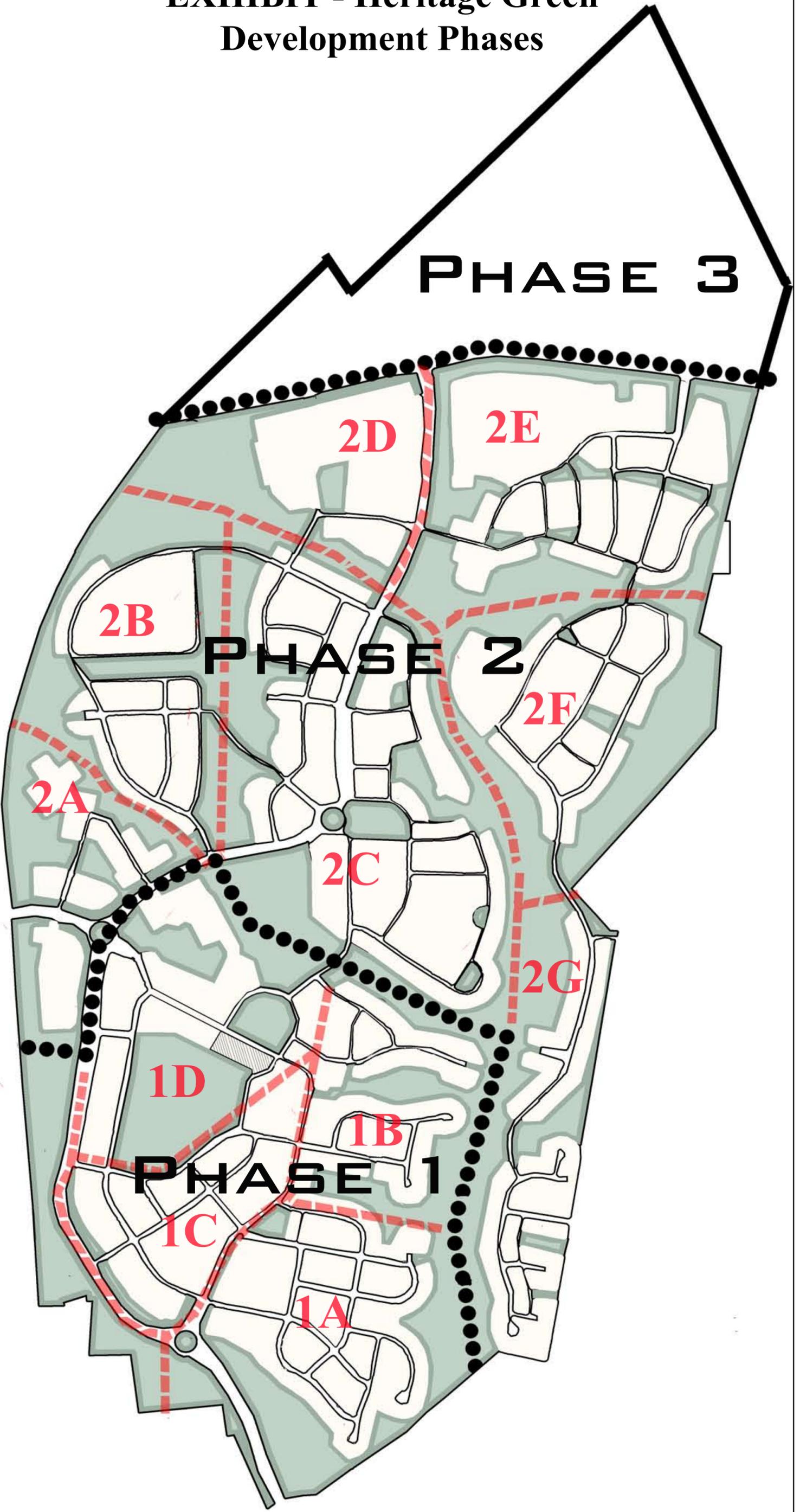
STATE OF MARYLAND, CHARLES COUNTY, to wit:

I, the undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that on this _____, 2013, appeared DANIEL J. MEARS, TOWN MANAGER OF THE TOWN OF LA PLATA, known to me or satisfactorily proven to me to be the person whose name is subscribed to the within Second Amendment to Annexation Agreement, and said person acknowledged the within Second Amendment to Annexation Agreement to be said person's act as TOWN MANAGER for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

Notary Public
My Commission Expires:

EXHIBIT - Heritage Green Development Phases



NOTE: for illustrative purposes only

COUNCIL OF THE TOWN OF LA PLATA
Emergency Ordinance No. 12-19

Introduced By:	Mayor Roy G. Hale (by request)
Date Introduced:	[scheduled for October 23, 2012]
Town Council Public Hearing:	N/A
Amendments Adopted:	N/A
Date Adopted:	[scheduled for October 23, 2012]
Date Effective:	[if adopted October 23, 2012, effective October 23, 2012]

An Emergency Ordinance concerning

Amendment to Town of La Plata FY2012-2013 Financial Plan/Budget

FOR the purpose of amending the Town of La Plata FY2012-2013 Financial Plan/Budget; and all matters generally relating thereto.

WHEREAS, it is the intention of the Council of the Town of La Plata, by this emergency ordinance to reallocate the FY2012-2013 appropriations to more accurately align them with anticipated expenditures; and

SECTION 1: BE IT ENACTED BY THE COUNCIL OF THE TOWN OF LA PLATA that the Town of La Plata FY2012-2013 Financial Plan/Budget be amended as attached hereto as Attachment 1.

SECTION 2: AND BE IT FURTHER ENACTED BY THE COUNCIL OF THE TOWN OF LA PLATA that, at least a majority of the entire Council having determined that an emergency exists, this Ordinance shall become effective on October 23, 2012.

SEAL:

COUNCIL OF THE TOWN OF LA PLATA

Roy G. Hale, Mayor

R. Wayne Winkler, Councilman

C. Keith Back, Councilman

ATTEST:

Paretta D. Mudd, Councilwoman

**Danielle Mandley, CMC
Town Clerk**

Joseph W. Norris, Councilman

Date: _____

EXPLANATION:

CAPITALS INDICATE MATTER ADDED TO EXISTING LAW
((Double Parenthesis)) indicate matter deleted from existing law.

Underlining indicates amendments to bill.

~~Strike-Out~~ indicates matter stricken from bill by amendment or deleted from the law by amendment.

Town of L Plata
 Willow Lane Road & Utility Upgrade Project
 FY13 Appropriation

\$68,156 of project expenses already incurred and booked to FY12

01-320-001-5353	Streets-Prof Svcs-Contractor	34,500.00	
01-000-000-4990	CCBOE transportation Reserve		34,500.00

Remaining \$81,300 to come from FY13 HUR dollars

82-345-001-5350	Sewer-C&C-Prof Svcs-Arch/Eng/Planner	5,000.00	
82-345-001-5353	Sewer-C&C-Prof Svcs-Contractor	218,000.00	
82-000-000-4990	Unappropriated unrestricted fund balance		223,000.00

\$12,410 in FY13 funding for SWM portion to come from already appropriated SWM M&R funds

COUNCIL OF THE TOWN OF LA PLATA
Resolution 10-17

Introduced By:	Mayor Roy G. Hale (by request)
Date Introduced:	[scheduled for October 23, 2012]
Date Adopted:	[scheduled for October 23, 2012]
Date Effective:	[if adopted October 23, 2012, effective October 23, 2012]

1 A RESOLUTION concerning

2

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Award of Bid 13-01, FY-2013 Road Overlay & Milling of Willow Lane.

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FOR the purpose of accepting and awarding of a certain bid submitted by C.A. Bean, Inc., for the Road Overlay & Milling of Willow Lane; and all matters relating to acceptance of such bid.

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* * * * *

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WHEREAS, the Town determined the need to upgrade the utilities along and under Willow Lane, and

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WHEREAS, as part of the Willow Lane Utility Upgrade Project, the Town determined that the Willow Lane Roadway required pavement overlay and milling, and

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WHEREAS, the Town, on September 26, 2012, issued a Notice of Public Bid, seeking proposals from qualified contractors, for the Road Overlay & Milling of Willow Lane Project within the Town. The instructions to bidders for the project provided that sealed bids would be received until October 18, 2012 at 3:00 PM in the La Plata Town Hall, when such bids would be opened and read aloud; and

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WHEREAS, three bidders submitted bids in response to the Notice of Public Bid and were read aloud at the Bid Opening on October 18, 2012. The three bids were in the amount of, \$93,219.60, \$118,747.50 and \$90,793.20; and

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WHEREAS, Section C8-23 of the La Plata Town Charter provides that written contracts shall be awarded to the bidder who offers the lowest or best bid, quality of goods and work, time of delivery or completion and responsibility of bidders being considered. All such written contracts obtained through sealed bids shall be approved by the Council before becoming effective; and

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WHEREAS, The Town Council finds that there was substantial compliance with the

34 3:00 PM October 18, 2012 proposal receipt deadline. The Town Council further finds C.A. Bean,
35 Inc., submitted a bid, and based upon Total Bid Price, which was substantially lower than any
36 other bid. The Town staff has determined that C.A. Bean, Inc., is responsible and has the
37 qualifications to perform and complete the project in a timely manner. For all of these reasons
38 the Town Council has determined that the award of the bid to C.A. Bean, Inc., is in the best
39 interest of the Town; and

40

41 **NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE TOWN**
42 **OF LA PLATA**, that Daniel J. Mears, the Town Manager, is hereby authorized to negotiate,
43 execute and deliver, on behalf of the Town of La Plata, a contract with C.A. Bean, Inc., a copy of
44 the proposed contract is attached hereto as Attachment 1.

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ADOPTED AND APPROVED by the Council of the Town of La Plata on
October 23, 2012.

SEAL:

COUNCIL OF THE TOWN OF LA PLATA

Roy G. Hale, Mayor

R. Wayne Winkler, Councilman

C. Keith Back, Councilman

ATTEST:

Paretta D. Mudd, Councilwoman

Danielle Mandley, CMC, Town Clerk
Date: October 23, 2012

Joseph W. Norris, Councilman

TOWN CONTRACT

AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 201_, by and between **THE TOWN OF LA PLATA**, a municipal corporation of the State of Maryland, hereinafter referred to as the "Town," and _____, hereinafter referred to as "Contractor".

RECITALS

WHEREAS, on _____, the La Plata Town Council authorized the Town Manager to enter into a contract regarding _____ (hereinafter, the "Project", "Good" or "Service").

WHEREAS, the Contractor and the Town pursuant to that authorization are entering into this Agreement for the above (Professional Service) pursuant to a response to the Town's Request for Proposal (hereinafter, the "RFP"), all of the bid documents and responses which are hereby incorporated herein, in exchange for a fee schedule as bid and other valuable consideration.

TERMS.

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein and other good and valuable consideration, the sufficiency of which is hereby mutually acknowledged, the Town and Contractor agree as follows:

ARTICLE I. SCOPE OF SERVICES

The professional service shall include all work, items, processes outlined in the recitals above, in the RFP for the service and related documents, as well as all other work, items, processes as reasonably required by the Town.

ARTICLE II. PERIOD OF PERFORMANCE

Contractor agrees to commence work in accordance with the terms of the RFP immediately upon execution of the Contract and shall perform all other services required by this Agreement or by the Town as expeditiously as is consistent with good professional skill and best industry practice. Time is critical factor in the successful execution of the terms of this Agreement.

ARTICLE III. FEE FOR SERVICES

In exchange for these good and valuable services the Contractor will receive a fee as follows: As Per Bid

ARTICLE IV. THE CONTRACT DOCUMENTS

This Agreement and the following enumerated documents form the Contract. The documents identified below are as fully a part of the Contract as if hereto attached. They constitute the entire understanding of the parties and supersede any prior proposals or agreements:

A. Request for Proposals (RFP).

B. Town of La Plata Bidding Specifications and Standards for Public Works

Construction, Goods or Services.

C. Town of La Plata Specifications and Standards for Public Works Construction

(when appropriate).

D. Contractor's Responses

ARTICLE V. CONTRACTOR SERVICES

As directed by the Town, Contractor shall:

A. Be responsible for the preparation, technical completeness and sufficiency of all

submitted proposals.

B. Comply with the Charles County Code, the Town of La Plata Code and Charter, The

Town of La Plata Specifications and Standards for Public Works Construction, when applicable,

and all pertinent Federal, State, and County laws and regulations.

C. Attend hearing/conferences with Town or persons designated by Town as

necessary for the successful completion of this Agreement.

D. Be responsible directly to the Town Manager or their designee, who is the Town's

agent and duly authorized representative to whom Contractor shall ordinarily direct communication

and submit documents for approval and from whom Contractor shall receive directions concerning

the subject of this Agreement and approval of any documents in writing. For the purposes of

Agreements dealing with Public Works Construction, Goods or Services, the Town Manager's

designee is the Director of Operations (hereinafter, the "Director of Operations"). Any revisions

requiring additional compensation to Contractor shall not be

commenced without the Town's written authorization recommended by the Director of

Operations and approved by the Town Manager.

E. As directed, in the case of public works construction projects, and prior to final

payment to a contractor or a subcontractor, arrange for a final inspection by the Director of Operations and review all outstanding claims which have not been settled during the construction phase of the Project contemplated by this Agreement and prepare a written report outlining the background and status of such claims and making recommendations as to the ultimate disposition of such outstanding claims.

ARTICLE VI. TOWN'S RESPONSIBILITY

The Town shall provide information regarding its requirements, including related budgetary information. However, the Contractor shall notify the Town in writing of any information or requirements provided by the Town, which the Contractor believes to be inappropriate.

ARTICLE VII. COOPERATION

The Contractor agrees to perform its services under this Contract in such manner and at such times so that Town and/or any contractor who has work to perform, or contracts to execute, can do so without unreasonable delay. Contractor further agrees to coordinate its work under this Agreement with any and all other contractors deemed necessary by the Town.

ARTICLE VIII. OWNERSHIP OF DOCUMENTS

A. Town shall have unlimited rights in the ownership of all drawings, designs,

specifications, notes and other work developed in the performance of the Agreement, including the right to use same on any other Town Project without additional cost to Town, and with respect

thereto Contractor agrees to and does hereby grant to Town an exclusive royalty-free license to all data which he or she may cover by copyright and to all designs as to which he or she may assert any rights or establish any claim under the patent or copyright laws. The Town's rights in ownership of documents under this Article shall include any and all electronic files generated by Contractor in the performance of its duties pursuant to this Agreement.

B. In the case of future reuse of the documents, Town reserves the right to negotiate with Contractor for the acceptance of any professional liability.

ARTICLE IX. SPECIAL PROVISIONS

A. Contractor may not assign or transfer any interest in this Agreement except with

Town's written approval.

B. Town may waive specific minor provisions of the Agreement on Contractor's request in the interest of expediting the contract. Waiver shall not constitute a waiver of any liability ensuing there from.

C. Except as otherwise provided in the contract documents, the Town Manager, in consultation with the Director of Operations, shall decide all disputes after consultation with Contractor, and any other appropriate parties. The Town Manager's decision shall be reduced to writing and delivered to Contractor.

D. The Town Manager's decision shall be final and conclusive.

E. Until a dispute is finally resolved, Contractor shall proceed to meet the terms of

this Agreement and comply with Town Manager's orders.

F. Contractor shall not hire or pay any employee of the Town or any department,

commission agency or branch thereof.

ARTICLE X. TERMINATION

A. This Agreement may be terminated by the Town at the Town's convenience upon not

less than thirty (30) days written notice to the Contractor.

B. In the event of termination, which is not, the fault of Contractor, the Town shall pay

to Contractor the compensation properly due for services properly performed or goods properly

delivered prior to the effective date of the termination and for reasonable reimbursable expenses

properly incurred prior to the termination. No expenses for overhead or discontinuation of contract

will be payable by the Town.

C. In the event the Contractor, through any cause fails to perform any of the terms,

covenants, or provisions of this Agreement on his part to be performed, or if Contractor for any

cause, fails to make progress in work hereunder in a reasonable manner, or if the conduct of

Contractor impairs or prejudices the interest of the Town, or if Contractor violates any of the terms,

covenants, or provisions of this Agreement, the Town shall have the right to terminate this

Agreement for cause by giving notice in writing of the termination and date of such termination to

Contractor. The Town shall have the sole discretion to permit the Contractor to remedy the cause of

the contemplated termination without waiving the Town's right to terminate the Agreement. All

drawings, specifications, electronic files and other documents relating to the design of the good,

scope of the service or supervision of work, not in the public domain, shall

be surrendered forthwith by Contractor to the Town as required by the Town. The Town may take over work to be done under this Agreement and prosecute the work to completion, or procure the good or service, by contract or otherwise, and Contractor shall be liable to the Town for all reasonable cost in excess of what the Town would have paid the Contractor had there been no termination. The Town shall not be liable for any damages, overhead costs or equitable adjustments in the event of such termination.

ARTICLE XI. APPLICABLE LAW

The laws of the State of Maryland, excluding conflicts of law rules, shall govern this Agreement as if this Agreement were made and performed entirely within the State of Maryland. Any suit to enforce the terms hereof or for damages or other relief as a consequence of the breach or alleged breach hereof shall be brought exclusively in the courts of the State of Maryland in Charles County, and the parties expressly consent to the jurisdiction thereof and waive any right which they have or may have to bring such elsewhere.

ARTICLE XII. CHANGES

A. The Town Manager, through the Director of Operations, may, at any time, by written order designated or indicated to be a change order, make any change in the work within the general scope of this Agreement.
B. Any other written order from Town, which causes any change, shall be treated as a change order under this clause, provided that Contractor gives Town written notice stating the date, circumstance, and source of the order and the Town consents to regard the order as a change order.

C. Except as herein provided, no order, statement, or conduct of the Town shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment hereunder.

D. If any change under this clause causes an increase or decrease in the cost of, or the time required for, the performance of any part of this Agreement, whether or not changed by any order, an equitable adjustment shall be made and the Agreement modified in writing accordingly. If Contractor intends to assert a claim for an equitable adjustment under this clause, Contractor shall, within thirty (30) days after receipt of a written change order under (A) above, or the furnishing of written notice under (B) above, submit to the Director of Operations a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended by the Director of Operations. The statement of claim hereunder may be included in the notice under (B) above.

E. The amount of any adjustment to the contract sum under this clause shall be a negotiated fixed fee.

F. No claim by Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this Agreement or if made later than thirty (30) days after receipt as required herein.

H. The provisions of the Agreement shall be governed by the laws of the State of Maryland.

I. This Agreement represents the entire and integrated Agreement between the Town and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the duly authorized representatives of the Town and the Contractor.

ARTICLE XIII. SUCCESSORS AND ASSIGNS

The parties each binds itself, its partners, successors, assigns and legal representatives to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither party shall assign, sublet or transfer his interest, including but not limited to the proceeds thereof, in this Agreement, without the written consent of the other party.

ARTICLE XIV. INSURANCE

A. All Contractors shall obtain and maintain liability insurance coverage. The Contractor shall, within ten (10) days of the execution of this Agreement, file with the Town Manager, through the Director of Operations, the Certificate from an insurance company authorized to do business in the State of Maryland and satisfactory to the Town showing issuance of liability insurance in the amount of at least One Million Dollars (\$1,000,000.00) coverage with a deductible no greater than Ten Thousand Dollars (\$10,000.00). Contractor shall be fully and completely responsible to pay the deductible. Unless waived in writing by the Town, the Certificate shall bear an endorsement in words exactly as follows:

The insurance company certifies that the insurance covered by this certificate has been endorsed as follows: "The insurance company agrees that the coverage shall not be canceled, changed, allowed to lapse, or allowed to expire until ten days after notice to: Daniel Mears, 305 Queen Anne Street, La Plata, Maryland 20646 (Town's Representative)."

B. In addition, Contractor shall, throughout the term of this Agreement, maintain comprehensive general liability insurance in the following amounts and shall submit an insurance certificate as proof of coverage prior to final Agreement approval:

1. Personal injury liability insurance with a limit of \$1,000,000.00 for each

occurrence and \$1,000,000.00 aggregate, where insurance aggregates apply; and

2. Property damage liability insurance with limits of \$1,000,000.00 for each

occurrence and \$5,000,000.00 aggregate, where aggregates apply.

C. Comprehensive general liability insurance shall include completed operations and

contractual liability, coverage. The Certificates of Insurance evidencing this insurance shall

provide that the Town shall be given at least thirty (30) days prior written notice of the

cancellation of, intention not to renew, or material change in coverage.

D. Contractor shall comply with the requirements and benefits established by the State of

Maryland for the provision of Workers' Compensation insurance and shall submit an insurance

certificate as proof of coverage prior to beginning work under this Agreement.

E. Contractor shall obtain both performance and restoration bonds, acceptable to the

Town prior to commencing any public works construction project.

ARTICLE XV. INDEMNIFICATION

Each party to this Agreement hereby acknowledges and agrees that each party shall be

responsible for and indemnify, and hold the other party harmless against any claim for loss, personal

injury and/or damage that may be suffered as a result of their own negligence or willful misconduct

in the performance of the services herein contracted for or for any failure to perform the obligations

of this Agreement, including, but not limited to, attorneys fees and any other costs incurred by the

Town in defending any such claim.

ARTICLE XVI. ADA COMPLIANCE

In performance of this Agreement for public works construction projects, or where there is an ADA component involved, the Contractor acknowledges that it is acting on behalf of the Town and warrants to the best of its professional information, knowledge, and belief that its design, product or completed infrastructure, will conform to, and comply with, the applicable provisions of the Americans with Disabilities Act. The Contractor hereby indemnifies and holds harmless the Town from damages and costs arising from any claim that the Contractor's has failed to conform to the applicable provisions of the Americans with Disabilities Act.

ARTICLE XVII. CERTIFICATIONS OF CONTRACTOR

The Contractor and the individual executing this Agreement on the Contractor's behalf warrants it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for it, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this Agreement.

ARTICLE XVIII. SET-OFF

In the event that the Contractor shall owe an obligation of any type whatsoever to the Town at any time during the term hereof, or after the termination of the relationship created hereunder, the Town shall have the right to offset any amount so owed the Contractor against any compensation due to the Contractor for the provision of Construction, Goods or Services covered by the terms of this Agreement.

Bid No. 13-01
 BIDDER'S EXPERIENCE

Name of Bidder/Company

C. A. Bean, Inc.

The following is a list of at least three projects similar in character and scope to the work under this project which have been successfully completed by this bidder in the last 5 years. This information must be furnished by each bidder. The term completed means finally accepted and final payment received from the owner.

Firms which, in the sole opinion of the Town, lack sufficient experience, may be deemed non-responsible, and will not receive consideration for this project.

<u>Project Name/Location</u>	<u>Owner/Address</u>	<u>Contact/Number</u>	<u>Price</u>
Asphalt Paving Red Cloud Rd POACRE 395 Clubhouse Dr Lusby, MD 20657	410-326-3182	\$185,325.00	
Office Complex Pax River Bay Country Contractors PO Box 906	Leonardtown, MD 20650	301-475-3902	\$184,903.00
27. Pegg Road	St. Mary's Count DPW&T PO Box 508	California, MD 20619	301-863-8400
			\$305,149.00

ARTICLE XIX. MISCELLANEOUS

A. This Agreement is subject to audit by the Town, and the Contractor agrees to make all of its records relating to the goods or services provided to the Town available to the Town upon request and to maintain those records for six (6) years following the date of substantial completion of this Agreement; or a longer period, if reasonably requested by the Town.

B. If any term or provision of this Agreement shall be held invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be enforced to the fullest extent permitted by law.

C. The person executing this Agreement on behalf of the Contractor hereby covenants, represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of the Contractor.

D. All representations, warranties, covenants, conditions and agreements contained herein which either are expressed as surviving the expiration and termination of this Agreement or by their nature, are to be performed or observed, in whole or in part, after the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement. This Agreement is entered into as of the day and year first written above.

CONTRACTOR By: _____

THE TOWN MANAGER OF LA PLATA By: _____

APPENDIX 60

HOLIDAY SCHEDULE
TOWN OF LA PLATA

NEW YEAR'S DAY

M. L. KING JR.'S BIRTHDAY

PRESIDENTS' DAY

GOOD FRIDAY

MEMORIAL DAY

INDEPENDENCE DAY

LABOR DAY

COLUMBUS DAY

ELECTION DAY

(When applicable)
VETERANS' DAY

THANKSGIVING DAY

DAY AFTER THANKSGIVING

CHRISTMAS DAY

Date

GUARANTEE FORM

Pursuant to, and in consideration of the benefits received by virtue of acceptance by the Town,

Contract No.:

Does hereby guarantee to the Town of La Plata, hereafter called the Town, its successors, or assigns, that the materials and workmanship in the product does, or products, furnished to the Town pursuant to the terms of the aforesaid contract be free from any defects for a period of one year from the date of final acceptance therefore by the Town. In the event any defect shall become apparent within one year from date of acceptance by the Town,

(Contractor's Name)

does agree to repair the same within thirty (30) days of the mailing of written notice to

(Contractor's Name)

by the Town of La Plata. In the event such repair shall not be commenced within twenty-five (25) days of the mailing of such notice, the Town shall have the right to repair or have repaired the offending product (s) at the sole cost and expense of the contractor.

Signature of Contractor or
Qualified Officer of Firm

G707

Owner
Architect
Contractor
Surety
Other

CONSENT OF
SURETY COMPANY
TO FINAL PAYMENT

TO (Owner)

Town of La Plata 305
Queen Anne St. La
Plata, MD 20646

Contractor: -

Contract Date:

Contract For:

Bond Number
Architect's Project No:

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, (here insert name and address of Surety Company).

, Surety Company

On bond of: (here insert name and address of Contractor)

, Contractor

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall relieve the Surety Company of any of its obligations to (here insert name and address of owner) County Commissioners of Charles County, La Plata, Maryland 20646.

, Owner as

set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,

the Surety Company has hereunto set its hand this _____ day of _____, 2012.

Surety Company

Signature of Authorized Representative

Attest:
(Seal):

Title

Note: This form to be used as a companion document to AIA Document C706, Contracts Affidavit of Release of Liens.
P:\WPFILES\CONSENT

G706A

CONTRACTORS
AFFIDAVIT OF
RELEASE OF LIENS

- Owner
- Architect
- Contractor
- Surety
- Other

TO (Owner) _____ Architect's Project No: _____

Town of La Plata

305 Queen Anne St

La Plata, MD 20646

Contract For:

Project: _____ Contract Date: _____

State of: Maryland

County of: Charles County,

The undersigned, pursuant to Article 9 of the General Conditions of the Contract for Construction, AIA Document A201, hereby certifies that to the best of his knowledge, information and belief, except as listed below, the Release or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of work, labor or services who have or may have liens against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

Exceptions: (If none, write "None." If required by the owner, the contractor shall furnish bond satisfactory to the owner for each exception.)

SUPPORTING DOCUMENTS ATTACHED HERETO: Contractor: _____

1. Contractor's release or waiver of liens, conditional upon receipt of final payment.

Address:

2. Separate Releases or Waivers of Liens from SubContractors and material of equipment suppliers, to the extent required by the Owner, accompanied by a list thereof. -

By:

Subscribed and Sworn to before me
this day of _____, 2012

Notary Public:

My Commission Expires:

F:\WPFILES9\UNRELEASED

APPENDIX 5

RELEASE AND WAIVER OF LIEN TO

Whom It May Concern:

We, the undersigned, who have for the account of _____ furnished materials and/or labor in the construction of _____ located at _____

upon real estate owned by _____, do hereby, in consideration of payment(s) made, the receipt whereof is hereby acknowledged and for other good and valuable consideration, and in accordance of other benefits accruing to us, intending to be legally bound, we do hereby, for ourselves, our employees, our sub-contractors, our material men, and all other persons acting for, on account of, through or under us, waiver, relinquish and release, all manner of liens, claims and demands, including, but not limited, to all right to file or to have filed or to maintain any -mechanics lien or liens per claims against the Property or Owner. This release and Waiver of Lien is executed and given in favor of and for the benefit of each and every party legally or equitably, now or hereafter, owning an interest in the property and to any party who has made or who in the future, makes loan or loans secured on the Property and his, its or their heirs, successors and assigns; and, we do further warrant that we have the full right to execute this Release and Waiver of Lien shall be independent covenant and shall operate and be effective as well with respect to work and labor done and materials furnished under any supplemental contract or contracts, whether oral or written, for extra or additional work, and for any other and further work done or materials furnished at any time with respect to the Property subsequent to the execution of the Release and Waiver of Lien.

The subscriber to this instrument respectfully warrants that all laborers employed by him upon the aforesaid premises have been fully paid and that none such laborers have any claim, demand, or lien against the Property, and further, that no chattel mortgage, conditional bill of sale or retention of title agreement has been given or executed by us, for or in connection with any material, appliances, machinery, fixtures, or furnishing placed upon or installed in the Property.

It is understood and agreed that the signature hereto is for all services rendered, work done and material furnished heretofore and hereafter by the subscriber in any and all capacities.

WITNESS our signature this _____ day of _____, 2008.

Name of Company

Authorized Signatory

Title/Position

APPENDIX 6

RELEASE

We, the undersigned, are subcontractors, material men or other persons furnishing services or labor or materials, as indicated under our respective signatures below, in a construction or repair of the following project:

In consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, we do hereby waive, release, and quit claim, all right that we, or any of us, may now or hereinafter have to a lien upon the land and improvements above described or any and all other claims, including, but not limited to, claims against performance bonds and we do further warrant that we have not an will not claim that we have the right to execute this waiver and release thereof. We, the undersigned, do hereby further acknowledge that we do release and discharge the **Town of La Plata** from any and all liability arising from or relating to the aforementioned contract, to perform the work as is herein set forth.

WITNESS the following signatures and seal this _____ day of _____, 2012.

WITNESS: (Print full name and Sign On top)

Name of Company

Authorized Signatory

Title/Position
