



Town Council AGENDA

Tuesday, June 20, 2023 - 5:30 PM
Council Chambers, Easton Town Office
14 S Harrison Street

5:30 PM: Call to Order by Acting President Abbatiello.

Opening remarks and Pledge of Allegiance by Councilmember Curry.

Approval of Minutes.

Minutes of the June 12, 2023 Council Meeting and Workshop.

Municipal Official Items.

Items by Town Manager

Public Assembly Event: Annual Elk's Parade, June 25, 2023 3pm

Approval for North Easton Park Field Lights.

Approval for Hunters Mill Playground Equipment from Gametime.

Items by Town Attorney.

Legislation.

Res. 6166, "A RESOLUTION OF THE TOWN OF EASTON APPROVING THE APPLICATION OF BUILDING AFRICAN AMERICAN MINDS, INC., FOR A GRANT IN THE AMOUNT OF \$600,000 FROM THE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT MARYLAND COMMUNITY LEGACY PROGRAM."

Res. No. 6167, "A RESOLUTION OF THE TOWN OF EASTON APPROVING THE APPLICATION OF ARC CENTRAL CHESAPEAKE REGION FOR A GRANT IN THE AMOUNT OF \$250,000 FROM THE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT MARYLAND COMMUNITY LEGACY PROGRAM STATE REVITALIZATION PROGRAM."

Public Participation/Comments.

Items by Members of the Council:

Adjournment.

The public can access the meeting as follows:

<https://www.eastonmd.gov/129/Agendas-Minutes>

If you are an Easton Cable subscriber, you can view the meeting through TV-Channel 98.

Please note: There is a possibility of all or part of the meeting may be held in Closed Session.

EASTON POLICE DEPARTMENT

"With Pride We Serve"

UPCOMING PUBLIC ASSEMBLY EVENT

TO: Mayor Cook and Don Richardson
DATE: June 19, 2023
PREPARED BY: 1st Sgt. P. Sally 0135
PAP #: 23-030
Received: 06/13/23

EVENT: Annual Elk's Parade

APPLICANT: Larry Britt – IBPOE of the World

LOCATION: Glenwood / West Street and surrounding area

DATE/TIME: June 25, 2023 3pm

ATTENDANCE: 200

PURPOSE: Annual parade

DETAILS:

- Parade start will be Easton Elementary School, proceed east on Glenwood Ave, south on Jowite St, east on Port St, north on Washington St, west on Glenwood Ave, end at District Court parking lot off of Glenwood Ave.
- Grandstand will be located at Glenwood Ave and West St intersection

SPECIAL REQUESTS:

- Request "No Parking" and barricades be posted along West Street from Glenwood Ave to Lot 3 to allow for parking of Elks members
- Request EPD to provide traffic control and security during the parade

EPD CONCERNS:

- EPD anticipates keeping a contingent of overtime officers on-duty after the parade to provide security and address quality of life issues, as necessary and depending on crowd size.

APPROXIMATE COST:

- 20 officers to provide traffic control and security **during the parade** (2 hrs @ \$65.00/hr) = **\$2,600**
- Posting of No Parking signs and staging of barricades will be handled by on-duty personnel

RECOMMENDATIONS: Approve



TOWN OF
EASTON
ENGINEERING DEPARTMENT

DATE: June 15, 2023
TO: Don Richardson – Town Manager
cc: Mayor Cook
FROM: Rick Van Emburgh, P.E. – Town Engineer
SUBJECT: North Easton Park - Field Lights Recommendation

The Town of Easton allocated \$550,000 for the North Easton Park Field Lights (Hatcher & Acorn Fields) using 2020 Bond Funds for Project #23-53.

We recently met with Musco Lighting who have installed lights at one (1) baseball, one (1) softball, and two (2) multipurpose fields at North Easton Park over the last several years.

Musco and the Town of Easton are members of the Keystone Purchasing Network (KPN), which is a cooperative purchasing group. KPN publicly bids and negotiates contract pricing for State, County, and local government agencies. Musco lighting was awarded the contract (KPN-201901-01) for sports field lighting in 2019 and the contract has been extended annually through February 28, 2024.

Town Procurement Policy Section 2-16(C)(iv) indicates the Town is not required to use Public Bidding for "Contracts in which the Town receives a contract price negotiated by the State, County, or other government entity pursuant to a valid contract." The Engineering Department has worked with Musco Lighting on the several projects listed above and have been very satisfied with their work. In addition, the existing North Easton Park field lights and controllers are Musco products and our goal is to have consistent lighting and controllers at the park.

The following is a summary of the quote for this project:

	Quote
Base Bid	\$521,652
Allowance for Unsuitable Soils (if needed)	\$20,000
TOTAL	\$541,652

In conclusion, I have reviewed the proposal and recommend awarding the project to Musco Lighting for the Total Bid of \$541,652.

END OF RECOMMENDATION

P.O. Box 520, Easton, Maryland 21601
410-820-8822
Engineering@EastonMD.gov - www.EastonMD.gov

Date: May 30, 2023
To: Rick Van Emburgh

Project: North Easton Sports Complex Ph2 & Ph 3
Easton, MD
Ref: 209135 & 209133

Keystone Purchasing Network
Master Project: 195255, Contract Number: KPN-201901-01, Expiration: 02/28/2024
Commodity: Athletic Field/Court & Parking Lot Lighting

All purchase orders should note the following:
Keystone Purchasing Network purchase – contract number: KPN-201901-01

Quotation Price – Materials Delivered to Job Site and Installation

Field 3 & Field 4 (330'x200') 30 FC (foundations and poles sized for 50 FC)\$521,652
Allowance - Unsuitable Soils\$20,000

Sales tax and bonding are not included.

Pricing furnished is effective for 60 days unless otherwise noted and is considered confidential.

Light-Structure System™ with Total Light Control – TLC for LED™ technology

Guaranteed Lighting Performance

- Guaranteed light levels of 30 foot-candles outfield and uniformity of 3:1 for Field 3 & Field 4.

System Description Ph 3 Field 4

- (8) Pre-cast concrete bases with integrated lightning grounding
- (8) Galvanized 50' steel poles
- Factory wired and tested remote electrical component enclosures
- Pole length, factory assembled wire harnesses
- (8) Factory wired poletop luminaire assemblies
- (44) Factory aimed and assembled luminaires (including (4) for parking lot lighting)
- UL Listed assemblies
- FAA aviation lights for each of the (8) poles

Control Systems and Services

- Control-Link® control and monitoring system to provide remote on/off and dimming (high/medium/low) control and performance monitoring with 24/7 customer support

Operation and Warranty Services

- Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs for 25 years
- Support from Musco's Lighting Services Team – over 170 Team members dedicated to operating and maintaining your lighting system – plus a network of 1800+ contractors

Installation Services Provided

Customer Responsibilities:

1. Complete access to the site for construction utilizing standard 2-wheel drive rubber tire equipment.
2. Locate existing underground utilities not covered by your local utilities. (i.e., water lines, electrical lines, irrigation systems, and sprinkler heads). Musco or Subcontractor will not be responsible for repairs to unmarked utilities.
3. Locate and mark field reference points per Musco supplied layout. (i.e., home plate, center of FB field)



4. Pay for extra costs associated with foundation excavation in non-standard soils (rock, caliche, high water table, collapsing holes, etc.) or soils not defined in geo-technical report. Standard soils are defined as soils that can be excavated using standard earth auguring equipment.
5. Pay any power company fees and requirements.
6. Pay any geotechnical and compaction testing fees and requirements.
7. Pay all permitting fees and obtain the required electrical permitting.
8. Provide area on site for disposal of spoils from foundation excavation.
9. Provide area on site for dumpsters.
10. Provide sealed Electrical Plans. (If required)

Musco Responsibilities:

1. Provide required foundations, poles, electrical enclosures, luminaires, wire harnesses, and control cabinets.
2. Provide layout of pole locations and aiming diagram.
3. Provide Contract Management as required.
4. Provide stamped foundation designs based on soils that meet or exceed those of a Class 5 material as defined by 2018 IBC Table 1806.2.
5. Assist our installing subcontractor and ensure our responsibilities are satisfied.

Subcontractor Responsibilities

General:

1. Obtain any required permitting.
2. Contact your local utility for locating underground public utilities and then confirm they have been clearly marked.
3. Contact the facility owner/manager to confirm the existing private underground utilities and irrigation systems have been located and are clearly marked to avoid damage from construction equipment. Notify owner and repair damage to marked utilities. Notify owner and Musco regarding damage which occurred to unmarked utilities.
4. Provide labor, equipment, and materials to off load equipment at jobsite per scheduled delivery.
5. Provide storage containers for material, (including electrical components enclosures), as needed.
6. Provide necessary waste disposal and daily cleanup.
7. Provide adequate security to protect Musco delivered products from theft, vandalism, or damage during the installation.
8. Keep all heavy equipment off playing fields when possible. Repair damage to grounds which exceeds that which would be expected. Indentations caused by heavy equipment traveling over dry ground would be an example of expected damage. Ruts and sod damage caused by equipment traveling over wet grounds would be an example of damage requiring repair.
9. Provide startup and aiming as required to provide complete and operating sports lighting system.
10. Installation to commence upon delivery and proceed without interruption until complete. Notify Musco immediately of any breaks in schedule or delays.

Foundations, Poles, and Luminaires:

1. Mark and confirm pole locations per the aiming diagram provided. If there are any issues, immediately notify your Musco Project Manager.
2. Provide labor, materials, and equipment to install (8) LSS foundations as specified on Layout and per the stamped foundation drawings, if applicable.
3. Remove spoils to owner designated location at jobsite.



4. Provide labor, materials, and equipment to assemble Musco TLC-LED luminaires, electrical component enclosures, poles, and pole harnesses.
5. Provide labor, equipment, and materials to erect (8) dressed LSS Poles and aim utilizing the pole alignment beam.

Electrical:

1. Provide labor, materials, and equipment to install new 480 electrical service panels as required.
2. Provide labor, materials, and equipment to update the electric room to have all of the fields controlled via Musco with relays in the LED cabinet controlling the existing contactors.
3. Provide labor, materials, and equipment to install all underground conduit, wiring, pull boxes etc. and terminate wiring as required.
4. Provide as-built drawings on completion of installation, **(if required)**.

Control-Link Control and Monitoring:

1. Provide labor, equipment, and materials to install two (2) Musco control and monitoring cabinet and terminate all necessary wiring. Reuse existing control and monitoring cabinet if possible.
2. Provide a dedicated 120 V 20 A controls circuit or a step-down transformer for 120 V control circuit if not available.
3. Check all zones to make sure they work in both auto and manual mode.
4. Commission Control-Link® by contacting Control-Link Central™ at 877-347-3319.

Payment Terms

Musco's Credit Department will provide payment terms.

Email or fax a copy of the Purchase Order to Musco Sports Lighting, LLC & KPN:

Musco Sports Lighting, LLC
Attn: Taylor Knoot
Fax: 800-374-6402
Email: musco.contracts@musco.com

Keystone Purchasing Network
Attn: Mark Carollo
Fax: 570-524-5600
Email: mcarollo@csiu.org

All purchase orders should note the following:

Keystone Purchasing Network purchase – Contract Number: KPN-201901-01

Delivery Timing

8 - 12 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole locations.

Due to the built-in custom light control per luminaire, pole locations need to be confirmed prior to production. Changes to pole locations after the product is sent to production could result in additional charges.

Notes

Quote is based on:

- Shipment of entire project together to one location.
- 480 Volt, 3 Phase electrical system requirement.
- Structural code and wind speed = 2018 IBC, 115mph, Exposure C, Importance Factor II.
- Owner is responsible for getting electrical power to the site, coordination with the utility, and any power company fees.



Quote

- Standard soil conditions – rock, bottomless, wet, or unsuitable soil may require additional engineering, special installation methods and additional cost.
- Confirmation of pole locations prior to production.

Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.

John Windsor

Field Representative

Musco Sports Lighting, LLC

Phone: 410-688-4297

E-mail: John.Windsor@musco.com





TOWN OF
EASTON
ENGINEERING DEPARTMENT

DATE: June 16, 2023
TO: Don Richardson – Town Manager
cc: Mayor Cook
FROM: Rick Van Emburgh, P.E. – Town Engineer
SUBJECT: Hunters Mill - Playground Equipment Recommendation

The Town of Easton allocated \$250,000 for new playground equipment in Hunters Mill using 2020 Bond Funds for Project #23-74.

We recently met with GameTime who provided a proposal for playground equipment at Hunters Mill. The equipment has separate components for 2-5 year olds, and 5-12 year olds, and can accommodate up to 60 children at one time. The playground surfacing is a poured in place rubber surface, designed to minimize annual maintenance requirements.

GameTime is a member of Omnia Partners, which is a cooperative purchasing group. Omnia Partners publicly bids and negotiates contract pricing for State, County, and local government agencies. GameTime was awarded a contract (#2017001134) for Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing and Related Products and Services in 2017 and the contract has been extended bi-annually through June 30, 2024.

Town Procurement Policy Section 2-16(C)(iv) indicates the Town is not required to use Public Bidding for "Contracts in which the Town receives a contract price negotiated by the State, County, or other government entity pursuant to a valid contract." The Engineering Department has worked with GameTime on projects in the past and we have been very satisfied with their work.

GameTime provided a quote for \$218,763.73 to complete the project, which is within budget.

In conclusion, I have reviewed the proposal and recommend awarding the project to GameTime for the Total Bid of \$218,763.73.

END OF RECOMMENDATION

Proposal for
Town of Easton

05-30-2023
Job # 165820-01

Hunters Mill Playground



800.235.2440 | gametime.com



*Colors Shown: Brown Posts, Spring Green Accents, Brown Decks,
Green Plastics, Green Swings, Brown Benches, Green PIP*

800.438.2780 - www.cunninghamrec.com



Colors Shown: Brown Posts, Spring Green Accents, Brown Decks, Green Plastics, Granite Rock, Green Swings, Brown Benches, Green PIP

800.438.2780 - www.cunninghamrec.com



*Hunters Mill Playground
Easton, MD*





GameTime c/o Cunningham Recreation
 PO Box 240981
 Charlotte, NC 28224
 800.438.2780
 704.525.7356 FAX

05/30/2023
 Quote #
 165820-01-01

Hunters Mill Playground

Town of Easton
 Attn: Lorraine Gould
 14 S. Harrison St.
 Easton, MD 21601
 Phone: 410-822-2525 Ext. 154
 Fax: 410-820-8016
 lgould@town-eastonmd.com

Ship to Zip 21601

Quantity	Part #	Description	Unit Price	Amount
1	RDU	GameTime - 2-5 Yr Old Primetime Structure [Basic: _____] [Accent: _____] [Accent2: _____] [Deck:Pvc: _____] [Arch: _____] [RotoPlastic: _____] [Roof: _____] [Roof2: _____] [2ColorHDPE: _____]	\$25,002.00	\$25,002.00
		(2) 12023 -- 3 1/2" Uppt Ass'Y Alum 8'		
		(3) 12024 -- 3 1/2" Uppt Ass'Y Alum 9'		
		(1) 12055 -- Handhold Transfer		
		(4) 12077 -- 3 1/2" Uppt Ass'Y Alum 15'		
		(1) 12437 -- 12" Barrier		
		(1) 12729 -- Turning Bar P/T		
		(1) 18200 -- 36" Sq Punched Deck P/T 1.3125		
		(2) 18201 -- 36" Tri Punched Deck P/T		
		(1) 18235 -- Mini-Arch Bridge W/Barrier		
		(1) 18319 -- Single Steering Wheel		
		(1) 19001 -- Entry Way		
		(1) 19106 -- Clover Leaf (3' & 3'-6")		
		(2) 19122 -- Wave Zip Slide (2'-6" & 3')		
		(1) 19757 -- Umbra Square Roof		
		(4) 19762 -- Umbra Roof Plug		
		(1) 19832 -- Flower Spinner Panel		
		(1) 19917 -- Modern Transfer w/Guardrail 2' Rise		
		(2) 38110 -- Small Mushroom Red		
		(1) G12023 -- 3 1/2"Uppt Ass'Y Galv 8'		



GameTime c/o Cunningham Recreation
 PO Box 240981
 Charlotte, NC 28224
 800.438.2780
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05/30/2023
 Quote #
 165820-01-01

Hunters Mill Playground

Quantity	Part #	Description	Unit Price	Amount
1	RDU	GameTime - 5-12 Yr Old Powerscape Structure [Deck:Pvc:_____] [Accent:_____] [Accent2:_____] [Handgrip:_____] [Wallcano:_____] [Basic:_____] [RotoPlastic:_____] [Roof:_____] [Roof2:_____] (2) 80000 -- 49" Sq Punched Steel Deck (6) 80001 -- 49"Tri Punched Steel Deck (1) 80687 -- Handhold/Kick Plate Pkg (1) 81670 -- Crunch Bar (1) 90021 -- 2'-0" Transfer System W/ Barrier (1) 90139 -- 8' Vert Wall Climber (1) 90150 -- 3'/4' Single Vine Climber (1) 90186 -- Ashiko & Djembe Panel (2) 90266 -- 8' Upright, Alum (2) 90268 -- 10' Upright, Alum (5) 90269 -- 11' Upright, Alum (2) 90270 -- 12' Upright, Alum (2) 90271 -- 13' Upright, Alum (4) 90273 -- 15' Upright, Alum (1) 90366 -- Sloped Funnel Climber W/Barrier (1) 90506 -- 6' Single Wave Zip Slide (1) 90578 -- Swerve Slide (1) 90633 -- Stego Climber (5'-0" & 5'-6") (1) 90842 -- Single Spiral (1) 91139 -- Entryway - Barrier (1) 91183 -- 6' 0" Plank Climber - Timbers (4) 91209 -- Climber Entryway - Barrier (1) 91321 -- Erratic Climber 4'0"-5'0" (1) 91340 -- Timbers Enclosure W/ Thunderring (Abov (1) 91663 -- Umbra Square Roof (4) 91687 -- Umbra Roof Cap (4) 91701 -- Umbra Roof Extension 3'-0" (1) 91714 -- Modern Transfer w/Guardrail 3' Rise	\$64,242.00	\$64,242.00



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 PO Box 240981
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05/30/2023
 Quote #
 165820-01-01

Hunters Mill Playground

Quantity	Part #	Description	Unit Price	Amount
1	RDU	GameTime - PrimeTime Swings [Basic:_____]	\$6,089.00	\$6,089.00
		(1) 5128 -- Expression Swing 3 1/2" X 8'		
		(1) 12583 -- Ada Primetime Swing Frame, 3 1/2" Od		
		(1) 12584 -- Ada Primetime Swing Aab, 3 1/2" Od		
		(1) SS8696 -- Encl Tot Seat 3 1/2"/8' High W/Clevis		
		(2) SS8910 -- Belt Seat 3 1/2" /8' W/Clevis		
1	7702	GT-Site - 7 Position Loop Bike Rack [Basic:_____]	\$395.00	\$395.00
3	28009	GT-Site - 6' P/S Bench W/Back Inground [Basic:_____] [Coated Site:_____]	\$978.00	\$2,934.00
1	INSTALL	MISC - Installation of Above Equipment	\$32,375.00	\$32,375.00
3250	PIP	GT-Impax - Per SF Poured in Place Rubber- • Price includes materials, shipping, installation, and trash removal. • 3.75" thick for up to 8' CFH • 50/50 Black/Standard Color: _____ • Aromatic binder included. Selected colors may amber. • 5 Year standard warranty	\$22.00	\$71,500.00
1	INSTALL	MISC - Site Security for PIP	\$925.00	\$925.00
3250	INSTALL	MISC - Supply 4" Stone Subbase	\$4.95	\$16,087.50
265	INSTALL	MISC - Per LF Supply Concrete Curb	\$37.00	\$9,805.00
1	INSTALL	MISC - Supply & Install perforated pipe on back side of playground; trench with stone under curb to daylight	\$925.00	\$925.00
1	INSTALL	MISC - Supply 4' High Black Chainlink Fence w/ 10 ft Dbl Maintenance Gate	\$12,099.00	\$12,099.00
1	INSTALL	MISC - Ancillary Services- Receive, offload, inventory, deliver to site, trash disposal, seed & straw	\$618.00	\$618.00
1	178749	GameTime - Owner's Kit	\$84.00	\$84.00
Contract: OMNIA #2017001134			Sub Total	\$243,080.50
			Discount	(\$28,559.67)
			Freight	\$4,242.90
			Total	\$218,763.73

Comments

- Site must be clear, level, free of obstructions and accessible.
- Customer responsible for all site prep and for concrete sidewalk to play area.



GameTime c/o Cunningham Recreation
PO Box 240981
Charlotte, NC 28224
800.438.2780
704.525.7356 FAX

05/30/2023
Quote #
165820-01-01

Hunters Mill Playground

GAMETIME - TERMS & CONDITIONS:

- **PRICING:** Due to volatile economic demand, pricing is valid for 30 days. Pricing is subject to change. Request updated pricing when purchasing from quotes more than 30 days old.
- **TERMS OF SALE:** For equipment & material purchases, Net 30 days from date of invoice for governmental agencies and those with approved credit. All others, full payment for equipment, taxes and freight up front. Balance for services & materials due upon completion or as otherwise negotiated upon credit application review. Pre-payment may be required for equipment orders totaling less than \$5,000. Payment by VISA, MasterCard, or AMEX is accepted (**If you elect to pay by credit card, GameTime charges a 2.50% processing fee that is assessed on the amount of your payment. This fee is shown as a separate line item and included in the total amount charged to your credit card. You have the option to pay by check, ACH or Wire without any additional fees.**). Checks should be made payable to Playcore Wisconsin, Inc. d/b/a GameTime unless otherwise directed.
- **CREDIT APPLICATION:** Required for all non-governmental agencies and those entities who have not purchased from GameTime within the previous twelve calendar months.
- **FINANCE CHARGE:** A 1.5% monthly finance charge (or maximum permitted by law) will be added to all invoices over 30 days past due.
- **CASH WITH ORDER DISCOUNT:** Orders for GameTime equipment paid in full at time of order via check or electronic funds transfer (EFT) are eligible for a 3% cash-with-order (CWO) discount.
- **ORDERS:** All orders shall be in writing by purchase order, signed quotation or similar documentation. Purchase orders must be made out to Playcore Wisconsin, Inc. d/b/a GameTime.
- **FREIGHT CHARGES:** Shipments shall be F.O.B. destination. Freight charges prepaid and added separately.
- **SHIPMENT:** Standard Lead time is **12-14 weeks** (some items may take longer) after receipt and acceptance of purchase order, credit application, color selections and approved drawings or submittals.
- **PACKAGING:** All goods shall be packaged in accordance with acceptable commercial practices and marked to preclude confusion during unloading and handling.
- **RECEIPT OF GOODS:** Customer shall coordinate, receive, unload, inspect and provide written acceptance of shipment. Any damage to packaging or equipment must be noted when signing delivery ticket. If damages are noted, receiver must submit a claim to Cunningham Recreation within 15 Days. Receiver is also responsible for taking inventory of the shipment and reporting any concealed damage or discrepancy in quantities received within 60 days of receipt.
- **RETURNS:** Returns are only available on shipments delivered within the last 60 days. A 25% (min.) restocking fee will be deducted from any credit due. Customer is responsible for all packaging & shipping charges. Credit is based on condition of items upon return. All returns must be in unused and merchantable condition. GameTime reserves the right to deduct costs associated with restoring returned goods to merchantable condition. Uprights & custom products cannot be returned.
- **TAXES:** Sales tax is shown as a separate line item when included. A copy of your tax exemption certificate must be submitted at time of order or taxes will be added to your invoice.

INSTALLATION CONDITIONS:

- **ACCESS:** Site should be clear, level and allow for unrestricted access of trucks and machinery.
- **STORAGE:** Customer is responsible for providing a secure location to off-load and store the equipment during the installation process. Once equipment has delivered to the site, the owner is responsible should theft or vandalism occur unless other arrangements are made and noted on the quotation.
- **FOOTER EXCAVATION:** Installation pricing is based on footer excavation through earth/soil only. Customer shall be responsible for unknown conditions such as buried utilities (public & private), tree stumps, rock, or any concealed materials or conditions that may result in additional labor or materials cost.
- **UTILITIES:** Installer will contact 811 to locate all public utilities prior to layout and excavation of any footer holes. Owner is responsible for locating any private utilities.
- **ADDITIONAL COSTS:** Pricing is based on a single mobilization for installation unless otherwise noted. Price includes ONLY what is stated in this quotation. If additional site work or specialized equipment is required, pricing is subject to change.



GameTime c/o Cunningham Recreation
PO Box 240981
Charlotte, NC 28224
800.438.2780
704.525.7356 FAX

05/30/2023
Quote #
165820-01-01

Hunters Mill Playground

ACCEPTANCE OF QUOTATION:

Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.

Accepted By (printed): _____ Title: _____

Telephone: _____ Fax: _____

P.O. Number: _____ Date: _____

Purchase Amount: **\$218,763.73**

SALES TAX EXEMPTION CERTIFICATE #: _____

(PLEASE PROVIDE A COPY OF CERTIFICATE)

Salesperson's Signature

Customer Signature

BILLING INFORMATION:

Bill to: _____

Contact: _____

Address: _____

Address: _____

City, State: _____ Zip: _____

Tel: _____ Fax: _____

E-mail: _____

SHIPPING INFORMATION:

Ship to: _____

Contact: _____

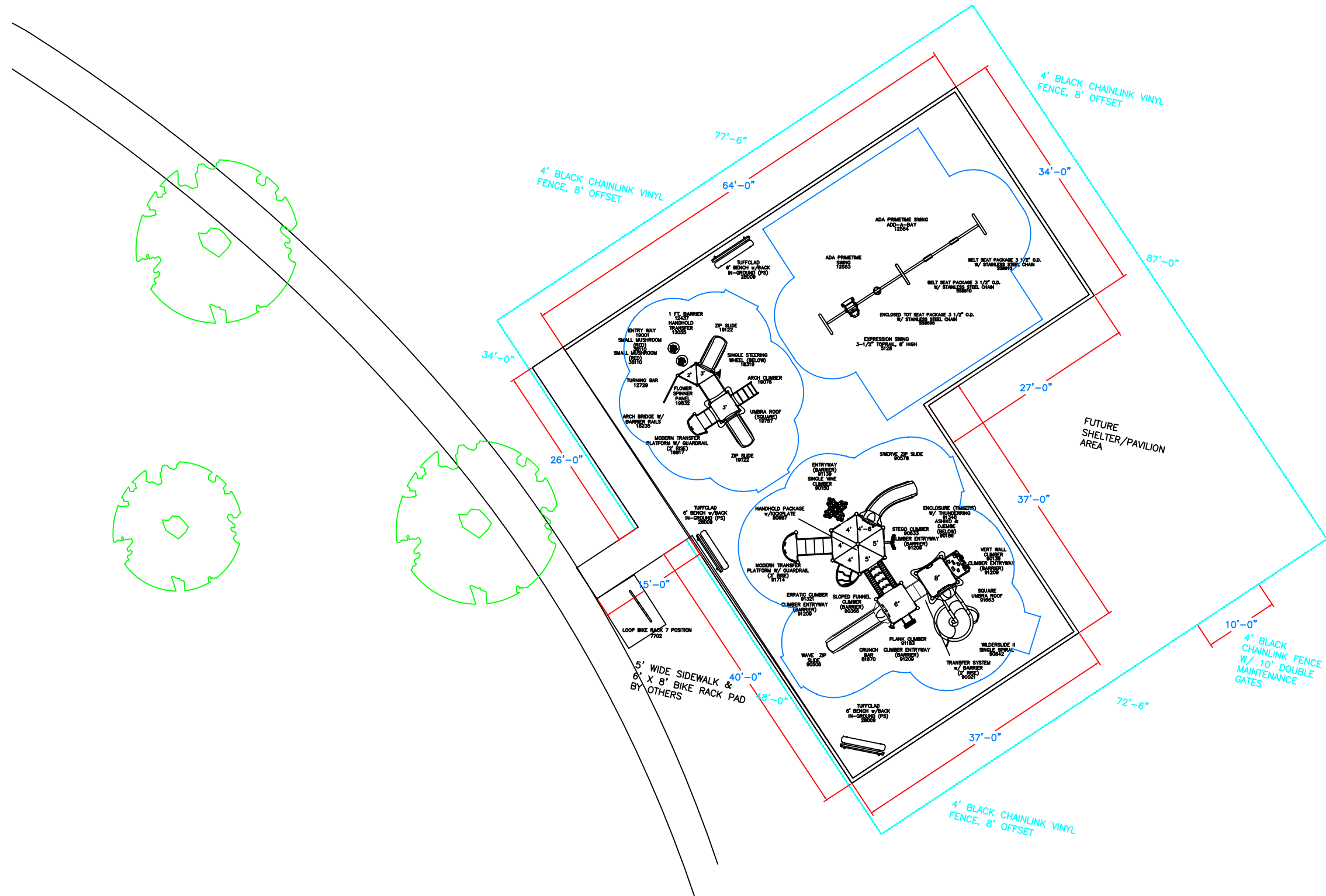
Address: _____

Address: _____

City, State: _____ Zip: _____

Tel: _____ Fax: _____

E-mail: _____







POURED IN PLACE RUBBER

A durable, accessible surface with creative color and design options.

DESCRIPTION

A popular unitary surface choice, GT Impax PIP provides a seamless, accessible play surface, with many color choices that can be laid in patterns, or mixed to create different shades and tones of color.

GT Impax PIP Rubber requires trained installation crews to produce a surface that is as attractive as it is durable.

The final product will be long-lasting, attenuating, and inclusive.

BASIC SPECIFICATIONS

Product is comprised of two layers consisting of an impact layer made of clean, recycled rubber and a wear layer, comprised of virgin EPDM or TPV granules. Binder is a basic single component aromatic or aliphatic polyurethane agent. Product is to be installed over asphalt, concrete, or compacted sub base aggregate. Temperature should be minimum of 40-45 degrees and a maximum of 95 degrees Fahrenheit during installation. Thicknesses will vary to meet specific playground equipment fall height. This product meets ASTM standards for playground surfaces. For more information, please refer to our complete product specification.

AT A GLANCE



Maintenance: Mid Low

Access: High

Warranty: 5-7 years

Color Options: 12+

BENEFITS

- One of the most accessible options available
- Uniform, stable route of travel
- Lower maintenance
- Ideal for themed graphics to add play value and color

TIPS

- Mixing black granules with your color choices will help reduce costs
- Some binders may amber initially but eventually return to colorless
- Preventative top-coats are recommended every 12-18 months

COMPLIANCE

Industry standards set a minimum level that playground manufacturers must meet. We meet or exceed those standards, because we understand that the ultimate playground offers peace of mind, as well as playful experiences.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

Several key people at GameTime, including our Manager of Compliance and Standards, serve on the ASTM committee that sets the standards for the entire playground industry. GameTime products conform to that standard, ASTM F1487- 07, the Standard Consumer Safety Performance Specification for Playground Equipment for Public Use.

CPSC

The Consumer Product Safety Commission is an independent agency within the United States Federal Government with the authority to inform the public of current product safety performance information and recommended practices. The CPSC first published their guidelines for public playgrounds in 1981 and have updated their publication since then. The current CPSC Handbook for Public Playground Safety, publication #325, is an excellent guide for owners and operators of public play environments.

IPEMA EQUIPMENT CERTIFICATION

GameTime is one of the founding members of IPEMA, and several of our people serve as board members, committee members and chairpersons of the association. In the interest of public playground safety, IPEMA provides a 3rd party certification, to validate conformance to established standards. Our use of the IPEMA seal is your assurance that GameTime has received written validation from an independent lab that the products associated with the seal conform with the ASTM standard, as well as the Canadian CSA standard CAN Z-614. A list of our validated products may be found on the IPEMA website, www.ipema.org.

IPEMA SURFACING CERTIFICATION

GameTime's GT Impax product provides you with the assurance that our surfacing has been certified as compliant to the appropriate ASTM standard. In the interest of public playground safety, IPEMA provides a third party certification to validate a manufacturer's conformance to the ASTM F-1292-99 Standard Specification for Impact Attenuation of Surface Systems Under And Around Playground Equipment. The use of the IPEMA Certification Seal signifies that the manufacturer has received written validation from the independent laboratory that the product associated with the use of the seal conforms with the requirements of ASTM F1292-99. A complete list of our validated products may be found on the IPEMA website at www.ipema.com.

ADA

GameTime is the only manufacturer to have a lab partnership with an Institute for children with special needs, so that we can develop and test our accessible products before bringing them to market. GameTime is the only manufacturer to meet accessibility guidelines on all of its pre-designed PowerScape and PrimeTime playground plans. We also recommend accessible surfacing options. For more information, log on to www.access-board.gov

ISO 9001:2000

GameTime is the first playground manufacturer to obtain the ISO9001:2000 standard. In order to obtain this certification, the company's manuals, policies, objectives and quality procedures are closely examined during a surveillance audit by ISO representatives. Strict attention is paid to policies and procedures in manufacturing, communication channels, system monitoring, customer relations and order processing, which are reviewed for consistency and standards. Companies who meet the standard are awarded the ISO designation.

TUV

An international organization that is a European Union Notified and Competent Body, providing testing and certification. Use of the TUV seal demonstrates that products have passed a comprehensive testing procedure based upon the European Harmonized Standard for Commercial Playground Equipment, and that the GameTime plant is regularly monitored by TUV.



- 1 100% recyclable plastics are manufactured using efficient processes
- 2 Steel tubing is 100% recyclable and contains 50% post-consumer recycled materials
- 3 100% recycled plastic lumber
- 4 Aluminum uprights are 100% recyclable and contain 65% pre-consumer and 10% post-consumer recycled content
- 5 100% recyclable plastics
- 6 Steel decks and stairs are 100% recyclable and contain 30% pre-consumer and 68% post-consumer recycled content
- 7 100% recycled plastic curbs



ENVIRONMENTAL RESPONSIBILITY

Environmentally responsible play systems that last for decades, not years.

OUR PLAYGROUNDS ARE DESIGNED FOR FAMILIES AND TO MINIMIZE THE IMPACT ON THE PLANET WHERE WE PLAY.

It's our responsibility to act as stewards of our planet and its natural resources. It's also our mission to create fun, active, and innovative places for families to gather and play. Our environmental sustainability efforts are intended to help ensure children of today can take their grandchildren to playgrounds in the future. Our approach to stewardship and sustainability encompasses every aspect of our company - from the way we manufacture our products to how we do business. Children learn many valuable life skills on playgrounds. We've learned some important lessons, too. We continuously strive to be environmentally responsible and to make sure future generations benefit from our efforts.

RECYCLING (ANNUAL)

Cardboard: 28.55 tons	Fork lift batteries: 48 lbs.
Paper: 12.25 tons	PVC trimmings: 1,681 lbs.
Scrap plastics: 37,586 lbs.	Steel: 2,791,275 lbs.
Computer equipment: 5,526 lbs.	Aluminum: 27,965 lbs.
Plastic bottles: 23,850	Cartridges: 260
Fluorescent bulbs: (4') 428	Trash can lids: 220 lbs.
Ballasts: 83 lbs.	Polyurea (liquid): 100 gal.

125,000 INDIVIDUAL PARTS 400,000 SQUARE FEET ONE ENVIRONMENTAL COMMITMENT

- We work with our suppliers to source the most environmentally preferable materials for our products.
- We include as much pre-consumer and post-consumer recycled content in our products as possible – without compromising the quality, durability, and performance.
- We're updating light fixtures, upgrading air compressors, and conducting energy audits because every small improvement leads to significant reductions in our overall environmental impact.
- We've implemented a variety of initiatives to reduce water consumption in our facilities, including the use of high-efficiency technology for product painting and washing.
- We recycle the vast majority of waste at our manufacturing facility, including 100% of manufacturing process waste like scrap metal, rotationally molded plastic and paper. We recycle the majority of our administrative waste, too.

INSURANCE

GameTime has \$51 Million in product liability insurance.

		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 08/02/2019															
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).																			
PRODUCER Marsh USA, Inc. Two Alliance Center 3560 Lenox Road, Suite 2400 Atlanta, GA 30326 Attn: Atlanta.CertRequest@marsh.com / Fax: 212-948-4321 CN102326389-CAS-GAUWX-19-20			CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS:																
INSURED GameTime A Division of PlayCore WI, Inc. 150 PlayCore Drive SE Fort Payne, AL 35967			<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Evanston Insurance Company</td> <td>35378</td> </tr> <tr> <td>INSURER B : Travelers Property Casualty Company Of America</td> <td>25674</td> </tr> <tr> <td>INSURER C : ACE Property And Casualty Ins Co</td> <td>20699</td> </tr> <tr> <td>INSURER D : The Travelers Indemnity Company of America</td> <td>25666</td> </tr> <tr> <td>INSURER E : National Union Fire Ins Co. of Pittsburgh PA</td> <td>19445</td> </tr> <tr> <td>INSURER F : The Charter Oak Fire Insurance Co.</td> <td>25615</td> </tr> </tbody> </table>			INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Evanston Insurance Company	35378	INSURER B : Travelers Property Casualty Company Of America	25674	INSURER C : ACE Property And Casualty Ins Co	20699	INSURER D : The Travelers Indemnity Company of America	25666	INSURER E : National Union Fire Ins Co. of Pittsburgh PA	19445	INSURER F : The Charter Oak Fire Insurance Co.	25615
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COVERAGES CERTIFICATE NUMBER: ATL-004720415-32 REVISION NUMBER: 12																			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.																			
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR VWR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS												
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☐ SIR \$250,000 Per Occ. GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			MKL V2PBC000367	08/01/2019	08/01/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/PO/AGG \$ 4,000,000 POLICY AGGREGATE \$ 10,000,000												
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☐ AUTOS ONLY			TJ-CAP-9D897065TIL-19	08/01/2019	08/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp./Coll. Ded.: \$1,000 \$												
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 25,000			XOOG71549501 001	08/01/2019	08/01/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$												
F	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ Y ☐ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB-2N106953-19-51-R UB-2N159031-19-51-K UB-7J602089-19-14-G (See Additional Page.)	08/01/2019 08/01/2019 08/01/2019	08/01/2020 08/01/2020 08/01/2020	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000												
E	Excess Umbrella			BE 015899319	08/01/2019	08/01/2020	Each Occurrence 15,000,000 Aggregate 15,000,000												
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) For Information Only																			
CERTIFICATE HOLDER GameTime A Division of PlayCore Wisconsin, Inc. 150 PlayCore Drive SE Fort Payne, AL 35967				CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>															

ACORD 25 (2016/03)

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GameTime's per occurrence insurance policy is one of the strongest in the industry. By definition, a Per Occurrence policy provides coverage for an accident that occurred during the term of the policy, even if the policy is subsequently changed or terminated. This is superior to a Claims Made policy, which does not provide such coverage. The certificate pictured is for informational purposes only, and may not be current. A copy of the current certificate is available on request.

WARRANTY

GameTime offers a comprehensive warranty on all of our products.

For the purpose of this warranty, “lifetime” encompasses no specific term of years, but rather that the Seller warrants to its original customer for as long as the original customer owns the product, and uses the product for its intended purpose, that the product and all its parts will be free from defects in material and manufacturing workmanship.

- **Lifetime limited warranty** on PowerScape®, PrimeTime®, Xscape® & IONiX® and Modern City® uprights.
- **Lifetime limited warranty** on Tru-Loc® connections and upright bolt-through connections.
- **Lifetime limited warranty** on all hardware.
- **Twenty-Year limited warranty** on Timber Décor & Timbers recycled plastic lumber.
- **Fifteen-Year limited warranty** on metal decks, pipes, rungs, rails, loops, braces, and footbucks.
- **Fifteen-Year limited warranty** on rotationally-molded products.
- **Fifteen-Year limited warranty** on VistaRope™ nylon bearings and ring junction pieces.
- **Ten-Year limited warranty** on GTFit®, THRIVE® and Challenge Course posts & bars.
- **Ten-Year limited warranty** on site furnishings against structural failure.
- **Ten-Year limited warranty** on SunBlox products.
- **Ten-Year limited warranty** on fiberglass and DHPL signage.
- **Ten-Year limited warranty** on VistaRope™ WeaveTech™ cables.
- **Five-Year limited warranty** on Tuff Forms® structures, including TuffCrete and PolyShield.
- **Five-Year limited warranty** on nylon-covered cable net climbers and components.
- **Five-Year limited warranty** on GT Symphony Freenotes™ Harmony Park components.
- **Five-Year limited warranty** on Super Seats.
- **Five-Year limited warranty** on premature wear of VistaRope cables.
- **Three-Year limited warranty** on EveryBODY Plays® polyurea coated foam & rubber strips.
- **Three-Year limited warranty** on SaddleMates rubber and “C”-springs.
- **Three-Year limited warranty** on rubber seat and rubber mats for net events.
- **One-Year limited warranty** on Challenge Course timing components.
- **One-Year limited warranty** on all other GameTime products.

TO THE EXTENT PERMITTED BY LAW, THESE WARRANTIES ARE EXPRESSLY IN LIEU OF ANY OTHER IMPLIED OR EXPRESSED WARRANTIES OR REPRESENTATIONS BY ANY PERSON, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS. Warranties do not cover damage caused by vandalism or abuse. Warranty claims must be filed within the applicable warranty period and accompanied by a copy of the original invoice or GameTime invoice number.

RESOLUTION NO. 6166

A RESOLUTION OF THE TOWN OF EASTON APPROVING THE APPLICATION
OF BUILDING AFRICAN AMERICAN MINDS, INC. FOR A GRANT IN THE
AMOUNT OF \$600,000 FROM THE DEPARTMENT OF HOUSING AND
COMMUNITY DEVELOPMENT MARYLAND COMMUNITY LEGACY PROGRAM

INTRODUCED BY: _____

WHEREAS, Building African American Minds, Inc. is making application for a Community Legacy grant of \$600,000 to be used by Building African American Minds, Inc. to construct a 3-story building to house current after school and summer programs focused on youth, as well as parents and young adults seeking employment services (the “Project”);

WHEREAS, the Town approves the application and receipt of financing for a Community Legacy grant for the Project and further described in the application to be submitted via online portal no later than June 29, 2023 and to be financed either directly by the Department of Housing and Community Development (the “Department”) of the State of Maryland or through other departments or agencies of the State of Maryland;

WHEREAS, the Town recognizes that there is a significant need for reinvestment and revitalization of the communities in the Town of Easton; and

WHEREAS, the Department, either through Community Legacy, Community Legacy-Neighborhood Intervention, Strategic Demolition Fund, Baltimore Regional Neighborhood Initiative [or other State Revitalization Programs], or through other Programs of the Department, or in cooperation with other State departments or agencies,

may provide some or all of the financing for the Project (the “Project Financing”) in order to assist in making it financially feasible; and

WHEREAS, the Project is located within a priority finding area under Section 5-7B-02 of the Smart Growth Act, and the Project will conform to the local zoning code; and

WHEREAS, the applicable law and regulations require approval of the Project and the Project Financing by the Town Council and the Mayor of the Town of Easton;

NOW, THEREFORE, the Town of Easton hereby resolves as follows:

Section 1. The recitals set forth above are incorporated herein by reference and made a part of this Resolution.

Section 2. The Town hereby endorses the Project in the Sustainable Community Area, and hereby approves the request for financial assistance in the form of a grant or loan, up to the amount of \$600,000.

Section 3. The Mayor is hereby requested to endorse this Resolution, thereby indicating her approval thereof; and

Section 4. The Mayor is hereby authorized to execute and deliver any documents necessary to carry out the intent of this resolution, including a Subrecipient Agreement if the grant is awarded;

Section 5. The Mayor is hereby authorized to take whatever additional actions are reasonably necessary to effectuate the terms of this Resolution;

Section 6. Copies of this Resolution shall be sent to the Secretary of the Department

of Housing and Community Development of the State of Maryland.

Section 7. This Resolution shall become effective upon approval by the Mayor after adoption by the Town Council.

Curry	-
Abbatiello	-
Montgomery	-
Davis	-

I hereby certify that the above Resolution was passed by a ye and nay vote of the Council this _____ day of _____, 2023.

Don Abbatiello, Acting Town Council President

Delivered to the Mayor by me this _____ day of _____, 2023.

Kathy M. Ruf, Town Clerk

APPROVED:

Date: _____
Megan J. M. Cook, Mayor

EFFECTIVE DATE: _____, 2023

MEMO

TO: Mayor Cook and Don Richardson

CC: Council Members

FROM: Dawn Hutchison, Grants Clerk

DATE: June 15, 2023

RE: Community Legacy Grant Applications

All,

BAAM and The Arc have requested that The Town of Easton support their projects by means of Submission of Application for DHCD State Revitalization Program Grant funding. The applications are to be submitted via online portal no later than June 29, 2023.

- You are being provided with a draft application for BAAM Academic Center. BAAM has been the subrecipient of funding in 2022 & 2023 at \$500,000 each year. The State Revitalization Program favors project funding in phases, hence the reason for multiple requests to support their project.
- The Arc was approached by Secretary Day at their ribbon cutting (June 6th) and encouraged to apply for funding. They have provided Narrative that will be included in their application, for your consideration. This information was pulled together in less than 48 hours after our meeting on Tuesday June 13.

The Arc and BAAM will each have a representative present at the June 20th meeting to answer any questions from The Council. This application does not require a public hearing; however, we are requesting approval from The Council to move forward with the application submissions.

Unlike the Community Development Block Grant, this particular program does not provide a limit on total funding requests of applications submitted in a single round.

As always, please do not hesitate to reach out with any questions.

Respectfully,

Dawn

**Town of Easton/BAAM
DHCD-Community Legacy Application FY 2024**

Application Information:

Enter a Name for this application's Program or Project:

BAAM Academic Center

Enter a brief Description for this application's Program or Project:

Build a 3-story building to house all of BAAM's programs and staff: current afterschool and summer programs, educational & career focused programs for the youth as well as parents, young adults seeking employment services and the public.

Yes-Phase

Application Request Amounts

Capital funding

Capital amount requested \$600,000

Total amount requested- \$600,000

Total Program/Project Cost: \$9,498,017

Leverage: \$1,000,000

Address: 31 Jowite Street, Easton, MD 21601, Talbot County

APPLICATION PROGRAM/PROJECT BUDGET TABLE

Capital Amount Requested:	\$600,000
Operating/non-capital amount requested	0
Total Amount Requested	\$600,000
Total Program/Project Cost:	\$9,498,017

ESTIMATED TOTAL COST OF THE COMPETED PROGRAM/PROJECT

Estimated Total Completed Cost: \$9,498,017

APPLICATION PROGRAM/PROJECT BUDGET NARRATIVE:

RAUCH, Inc, has been contracted to provide the architecture & engineering work for this project. Willow Construction has been selected to build the facility. As of April 2023, Willow provided an estimated budget of \$7,843,620 to build the BAAM Academic Center. Additionally, RAUCH Inc. has indicated that approximately \$1,654,397 will be needed to cover the design, impact fees, testing fees, environmental assessment fee, permits and furniture. RAUCH has completed the design of the building and is currently working on acquiring all the necessary permits needed to begin constructions. The site permit approval was received in May 2023 and we are currently working on the building permit, which we estimate we will have by early June 2023.

For the purpose of applying for Community Legacy Funds over three consecutive fiscal years, the project has been divided into two stages

Stage One

Phase 1- Design, Permitting

Phase 2a -Demolition of Existing Structure, sediment & erosion control, construction (to commence including footings, foundation walls, slab on grade, etc.).

Stage Two

Construction-this application cycle

Phase 1- Construction (metals-structural steel, elevator, metal studs, stairs, railing, architectural metal, entry canopy, etc.)

Community Legacy funds would cover the construction phase of the project. Other funding that has been raised will cover the other construction expenses.

APPLICATION PROGRAM/PROJECT FINANCING:

As of April 2023, the estimated total cost of the project is \$9,498,017 (\$7,843,620 construction with \$1,654,397 for permits, impact/assessment fees, testing, furniture, etc.). Through donations, capital campaign and grant applications, BAAM has raised \$7,497,839 and the remaining balance of \$2,000,178 will be raised through grant applications and through our capital campaign. BAAM organization and Board feels confident that BAAM will be able to raise this funding through donors and other grant opportunities without incurring debt.

As stated above BAAM has raised over \$7.4M and is seeking grants, such as this to cover the remaining costs. Additionally, BAAM has submitted a Congressionally Directed Spending funding request for FY 2024 in the amount of \$1.5M through Sens Van Hollen and Cardin's Office. Senators Van Hollen and Cardin have selected BAAM's project to move forward and we are awaiting a final budgetary decision.

APPLICATION SOURCE(S) OF FUNDS:

BAAM purchased the building located at 31 Jowite Street, Easton, MD 21601 for \$196,500 on 8/1/2016. This amount is not noted in the above budget table.

OTHER SOURCE(S) OF FUNDS:

- James & Alice B. Clark Foundation-\$1,500,000 -Currently in hand
- Mr. and Mrs. William Ryan-\$2,150,000 Currently in hand
- DHCD Community Legacy grant (through town of Easton, MD) -\$1,000,000 (cost reimbursable)
- State of MD Capital Budget & Bond Bill- \$1,250,000 (cost reimbursable)
- Congressional Spending Funding FY 2023-\$1,000,000 (cost reimbursable)
- Ryan Family Foundation-\$300,000 in hand
- Goldman Sachs Philanthropy Fund-\$100,000 in hand
- The Darby Foundation-\$40,000 in hand
- Dock Street Foundation\$100,000 (\$63,000 in hand)
- Mr. and Mrs. Derick Daly-\$10,000 in hand
- Drs. Dennis & Mary DeShields \$10,000 in hand
- Laura Ayers \$10,057 in hand
- JACK Resources, LLC. \$5,000 in hand
- NAIMA Ventures, LLC \$5,000 in hand
- Small donations -\$2,605 in hand
- Net Interest Income/fees-\$5,177
- **Total: \$7,487,839**

APPLICATION PROGRAM/PROJECT TIMELINE(SCHEDULE)

Activity	Start Date	End Date
Design & Construction Development Phase	7/28/2020	9/7/2022
General Contractor Bid/Award	7/28/2022	9/14/2022
Construction of Facility	7/5/2023	8/02/2024
Punch List/Occupancy	7/24/204	8/14/2024

READINESS TO PROCEED

The town of Easton's Planning Commission has approved the Academic Center's building design and the site permit was acquired on May 2023. We are currently working through the building permit process with the town of Easton as well as the Housing and Urban Development (HUD) Environment Assessment requirement as part of the Congressional Spending Funding FY 2023 award. The HUD Environmental Assessment was completed and submitted to HUD on

April 25, 2023 and we are awaiting final approval. BAAM anticipates having all required approvals completed by mid-late June 2023 to allow construction to begin by 7/5/2023.

COMMUNITY CONDITIONS

Describe the Community Investment Needs that will be addressed by this program or project. What baseline analysis/measures describe these community needs or conditions relative to other communities.

Building African American Minds (BAAM), Inc. is an integral part of the Talbot County community and is vital to its growth and revitalization. BAAM is located in the town of Easton and within a neighborhood where historically, most residents are renters and whose children qualify for free and reduced meals. Most of the students served live in single family households or are being raised by grandparents. Additionally, many of the students and family who attend BAAM programming and use the facilities are from the surrounding neighborhoods. As pandemic restrictions begin to lower, the usage of the athletic facility continues to increase, demonstrating the value of accessibility to a safe and nurturing environment. Although BAAM accepts all into its programs, BAAM serves mostly Black or African American youth who are at risk of academic failure, school suspension and/or arrest.

BAAM provides various programs and services to County residents that live in the 10-20% poverty rate as shown in the HUD 2021 Choice of Neighborhood map. Talbot County has the 11th highest percentage of children living in poverty in the State of Maryland as indicated in the Advocates for Children and Youth (ACY) 2020 report. Census data from 2020 shows a population of 37,526 with 18.2% under 18 years of age. 83.3% are White and 12.8% are Black or African American. However, ACY reports that 36.6% of those suspended in school are Black or African American students and Black youth are 4 times more likely than White youth to be arrested.

The services are provided to predominantly African American youth and families who live in a majority minority and economically disadvantaged (poverty rate of 12%, which is 3% higher than State of MD of 9%) community in Talbot County MD. The Center sits on Jowite Street, Easton, MD, which is a designated Opportunity Zone area as indicated by Census Tract 9603, Easton, MD. The median household income ranges from \$44,000-\$50,000 which is 43% lower than the median household income for the state of Maryland of \$87,000.

The new Academic Center, will serve as a place where older youth, parents and community can come to learn new skills while their children are next door at the Athletic Center playing sports or participating in other social activities in a safe and nurturing

environment. The "BAAM Campus" is seen as a community place where all individuals are welcome to participate in programming that is designed to enhance their lives. The investment in the Academic Center facility will allow BAAM to continue and expand services for the area students and residents. Poverty areas are the hardest hit by Covid-19 and with the construction of a new Academic Center facility, BAAM will be able to assist these youth, families and young adults who were the hardest hit by this pandemic

Describe any significant public and private investment that has contributed to the revitalization of the community over the last five years.

Housing on the Hill initiative will revitalize six houses in an area where blight is apparent. The goal is to preserve historical significance of the neighborhood and provide livable workforce housing. A Community Development Block Grant (CDBG) totaling \$800,000 is the funding source for the Housing on the Hill rehabilitation initiative. Easton has recently expanded the designated Main Street area to stabilize and revitalize this area.

Easton Affordable Housing Board Renovation Program, the Town's Affordable Housing Board, created and administers a Grant/Low interest Loan Program for residents who occupy homes as their primary residence to provide funding assistance for approved renovations that improve the energy efficiency, safety, and livability for "Moderate Income" home applicants. This established vision for the redevelopment of Easton Point and Port Street are within walking distance to Jowite Street and BAAM.

BAAM's new Academic Center will become the learning hub for residents in the area as it will offer training/workshops for youth and adults who aspire to better themselves. The Athletic Center which sits next to the Academic Center, was built in December 2019, and offers youth and parents a safe place to play basketball, soccer and other indoor sports activities. Parents and children will be learning in the Academic Center, while their children are cared for in a safe environment next door in the Athletic Center. The Academic Center and Athletic Center will become the "BAAM Campus" within the neighborhood where family gatherings and community outreach activities can take place for the low to moderate income families.

Describe the program/project's alignment with local plans and public support.

Currently there are many projects for the Sustainable Community of Easton. Based on the study of the Master Plan, it is expected that the majority of the population growth in Talbot County over the next 15 years will occur in the town of Easton. Port Street and Easton Point have the potential to absorb much of that growth while providing residents with public waterfront access, a new park, affordable housing, new jobs and improved streetscapes.

BAAM's properties on Jowite Street sit between Glenwood Avenue and Port Street. The facilities are a "hub" for neighborhood ceremonies and celebrations, as well as a place for sports and wellness activities. In order to provide and expand its services, BAAM's current Academic Center needs to be torn down and replaced with a larger 3 story facility that will allow BAAM to hold all of its programming and expand services to parents, youth and others in the community. This project will meet the goals of growth plans for the community as there are several

examples of revitalization projects that have been completed or are currently underway not only on Port Street but also on Jowite and Clay Streets.

There has been support for this project from the town of Easton, as well as Talbot County Council, Federal & State elected officials, community partners and the community we serve. BAAM provides updates on the project on a regular basis to its supporters, partners and consumers through our regular community events, newsletters as well as through our social media websites (Facebook & Instagram). Letters of support are provided.

PROGRAM/PROJECT IMPACT

Describe the overarching Strategy the program/project employs to address the community needs. Then detail the specific program/project Activities and how they will assist in implementing the strategy.

BAAM'S Athletic Center was built in December 2019 and it provides a hub for community meetings to take place, as well as a place to accommodate family gatherings and community outreach activities. Two community meetings were held in January and February 2020 and from those meetings, the Board of Directors met and developed a strategic plan with action steps to address the community needs that were identified through those discussions.

Building a new Academic Center that would offer its current programming and expand services was clearly communicated by over the 230 individuals who attended those two meetings. The Board began to fundraise and within a year had secured \$3.9M of the estimated cost of \$59M needed to build a new Academic Center.

The new Academic Center will have sufficient classrooms to accommodate its current students (Boys and Girls) as well as a Workforce Development Program and our Wellness Matters! Program which offers health and mental health workshops for our program participants and the community. Educational courses/training programs through partners such as the Talbot County Free Library, Chesapeake College, For All Seasons, Choptank Community Health Systems, Horn Point, and other partners will also be offered at our new Academic Center. The Center will have a library/media center where course can take place for youth as well as adults in the evenings. A kitchen and cafeteria/meeting area will also be built to allow BAAM to provide a nutritious meal to its students/participants. BAAM's Board of Directors and staff have met extensively with community leaders and partners to strengthen its programming and maintain the integrity of the family and those we serve.

The Board is fully aware that the Port Street Corridor is a historic and stable area and Easton will be expanding their redevelopment opportunities. BAAM is committed to doing its part to support the neighborhood and will continue to expand its partnership to ensure that the community has access to as many services as available and has access to affordable venues.

List and describe the specific Outputs that will result from the investment in this strategy and set of activities. What quantifiable measures will you use to track progress and determine the success of the investment? Examples of measure include but are not

limited to: the number of buildings acquired, rehabilitated, built, or demolished; the number of program activities completed; and/or the number of people served.

BAAM is limited on the available space to provide its current programming and the expanding programming such as Workforce Development and Wellness Matters! Programming. As a hub in the community, BAAM is often unable to accommodate and provide services to the population that is in the 10-20% poverty range. A larger and updated facility will allow BAAM to not only serve its current population but expand to offer services to the broader populations. This newly built Academic Center will allow for learning and social activities to be enjoyed by people of all ages in a safe environment.

Briefly list and describe the broader Outcomes you anticipate will result from this investment? What impact will this investment have on the community need(s) identified above?

A new Academic Center will enable BAAM to provide programming at its own facility and enable more community members of all age groups to meet in a safe environment. More classes will be offered, at any given time, a cafeteria will allow BAAM to provide more meals to participants and those who attend programming there. New programming and services will be available and provided to the community. A new facility will increase parental involvement in their children's programming as well as participate in programming that will be offered to them. The parents will engage in services at the Academic Center while their children are safely being cared for as they participate in sports and other activities held next door at the Athletic Center.

List and describe how the program/project applicant(s) will collaborate with government, and public or private organizations to achieve these outputs and outcomes.

BAAM is an integral part of the Town of Easton and Talbot County. BAAM has partnerships with various state agencies and nonprofit organizations. BAAM is already providing services to youth, parents and the general population; however, this new facility will enable BAAM to provide more services and space to the community for any events/functions.

ORGANIZATIONAL CAPACITY

Describe the applicant's experience in administering similar programs/projects. What are the key strengths of the organization and its partners to accomplish this program/project?

The Town of Easton has been the recipient of previous grants over the years. The Town of Easton has a team from different branches in our local government such as Engineering, Planning, Building Permits & Inspections, Finance, and Administration, that work together with the ultimate goal of completing projects in a timely fashion while adhering to local, state, and federal guidelines.

Describe any zoning, building code, or any other regulatory review issues that may affect the program/project readiness:

For each known property listed in this application, describe the status of MHT review (initiated or approved), or explain why an MHT review may not be required. Describe any historical review issues that may affect the program/project readiness?

BAAM is the recipient of Congressional Spending Funding FY 2023 and therefore must complete and Environmental Assessment and received approval from Housing and Urban Development (HUD) prior to any construction activity. This environmental assessment was completed and submitted to HUD on 4/25/2023 and has received its first level review and is in the sign off stage. As part of the HUD Environmental Assessment, an MHT review was conducted and approval has been received. We anticipate receiving final approval by mid-June 2023 to allow construction to begin by 7/5/2023.

IMPACT DATA QUESTIONS:

1. **"As is" tax value of the property(ies) per SDAT:**
Exempt from taxation-Non-Profit
2. **"As completed" tax value of the property(ies) as assessed by SDAT:**
3. **Number of existing housing units that will be renovated**
4. **Number of new housing units that will be created**
5. **Number of new homeowners**
6. **Percentage of State Revitalization Program funds that will be repaid within 5 years**
7. **Number of existing clients to be served annually at the projected locations: 326**
Description: Afterschool boys & girls 70, Middle School 20, Parents/Siblings 220, Nonprofit school 16
8. **Number of new clients to be served annually at the project location 960**
Description: Afterschool boys-60, Afterschool girls 60, middle school 25, High school 20, nonprofit school 60, parents and siblings 705, workforce development 20
9. **Number of Commercial facades that will be improved. 2**
10. **Number of linear feet of streetscapes that will be improved 242 feet**
11. **Number of linear feet of water/sewer line that will be added or improved.**
12. **Estimated additional neighborhood investment that will result from this project over the next three years.**
13. **Annual Increase in sales (for retail and commercial activities)**
Description: New Academic/Education Center will be developed.
14. **Number of vacant/underutilized buildings that will be put back into operation N/A**
15. **Square footage of vacant/underutilized space; N/A**
16. **Length of time (in years) building(s)/space referenced above has been vacant N/A**
17. **Number of blighted properties to be removed N/A**
18. **Increase in inventory of developable lots N/A**
19. **Number of Full Time Equivalent (FTE) direct permanent employees 23 FTE**

Description: 15.5 FTE in day program and 2 FTE in the Boys/Girls afterschool program, 1 Finance/HR position, .5 Adm Support, and 1 FTE Building Manager, 1 workforce development staff and 1 FTE Exec Director

20. Number of FTE temporary employees (e.g. construction).

21. Number of FTE direct permanent employees that are Maryland residents. 15.5

Description: All employees are MD residents

22. Number of FTE temporary employees that are Maryland residents

23. Annual wages/salaries of direct permanent employees \$1,590,550

Description: School will have 15 staff (\$790,000) and afterschool and workforce development will have 11.5 staff (\$411,000)

24. Annual wages/salaries of temporary employees \$84,000

Description: 14 part-time tutors average of \$6,000/year.

25. Annual project operating expenditures including wages/salaries \$1,545,550

Description: Operating budget include wages/salary for programs staff, as well as electricity, maintenance and supplies needed for programs and facility.

26. (a) number of new annual day-trip patrons N/A

(b) number of new annual overnight patrons N/A

(c) Admission fee (per entry) N/A

DRAFT



Type of Funding: Community Legacy Program - State Revitalization Program

Amount Request: \$250,000

Narrative draft:

The Arc Central Chesapeake Region (The Arc) believes all people, regardless of income, have the right to live in quality, affordable homes. The Arc created Chesapeake Neighbors, a wholly-owned subsidiary, in 2007 to separate housing and services for people with intellectual and developmental disabilities (IDD). Chesapeake Neighbors' mission, however, extends past providing housing to people receiving services from The Arc. Chesapeake Neighbors mission is to develop quality, affordable housing for all.

Since 2007, The Arc and Chesapeake Neighbors has been committed to creating affordable housing opportunities for people with incomes at or below 60% Area Median Income (AMI). Rather than building large-scale developments located on the fringe of a community, The Arc partners with Chesapeake Neighbors, to develop properties located in desirable areas close to public transportation, grocery stores, parks, and economic activity. Developing small, scattered-site, affordable and mixed income properties creates opportunities for people of low or moderate income to be included in the heart of the community—not apart from it.

The need for high-quality affordable housing is particularly apparent on Maryland's Eastern Shore. The December 2020 Maryland Housing Needs Assessment and 10-Year Strategic Plan found that in Eastern Maryland (Caroline, Cecil, Dorchester, Kent, Queen Anne's, Somerset, Talbot, Wicomico, and Worcester counties), even though rent and home prices are lower than average, cost burdens for renters and owners remain constant. Combined with the fact that these counties have high percentages of seniors on fixed incomes, people with disabilities, and people with incomes at or below the poverty rate according to the Assessment, the critical need for affordable housing cannot be denied.

Furthermore, the March 2021 US Department of Commerce Mid-Shore Comprehensive Economic Development Strategy cited the low inventory of affordable housing for middle-income workers as one of the top three barriers to success in these same counties. No community in Maryland has enough affordable housing to support its residents, and this lack of options has left many people with moderate and low incomes desperate.

Our goal is to significantly increase access to high quality, affordable housing for people with low and moderate income in and around Easton, MD in Talbot County. Port Street Commons is part of The Arc and Chesapeake Neighbors of achieving this goal.

Port Street Commons will be a first-of-its-kind 24,000-square-foot office, community, and living space that incorporates universal design, eco-friendly standards, and accessibility. Port Street

Commons will host both The Arc at Port Street and The Residences at Port Street. While The Arc at Port Street will include offices, community spaces, and a behavioral health suite to support The Arc's programs and services on the Mid-Shore, The Residences at Port Street will include nine 2- and 3-bedroom apartment units for local residents at or below 60% AMI.

Port Street Commons will be built in the Port Street District, a desirable area being redeveloped close to the heart of Easton. The Port Street Small Area Master Plan, developed by the Town of Easton and the Easton Economic Development Corporation, is meant to guide future development for the area known as Easton Point, and the Port Street corridor connecting Easton Point to downtown Easton. Through its redevelopment, Port Street will become a vibrant gateway into Easton, which boasts many unique cultural, recreational, culinary, outdoor, and retail spaces.

The completion of this project means people with limited incomes can live in quality, affordable housing located in the thriving town of Easton—an opportunity that is out of reach for many right now. Nationwide data shows only 36 affordable and available homes exist for every 100 extremely low-income renter households, and projects like Port Street Commons demonstrate the kind of innovative, forward-thinking solutions communities across the country can replicate. Creating flexible, inclusive spaces for those in our communities who need support is the way of the future—and The Arc and Chesapeake Neighbors are ready to move the needle forward.

Once construction is complete, Chesapeake Neighbors will support the property management and long-term maintenance of the units within The Residences at Port Street through their own annual budgeted resources.

The Eastern Shore of Maryland has a distinct history, culture, and opportunities, making it an incredible place for the families that call it home. Constructing The Residences at Port Street will provide quality, affordable housing to those most vulnerable to the rising costs of living on the Eastern Shore, especially those making less than 60% AMI. Now is the time to transform our region and offer more affordable housing for low- and moderate-income households not receiving services from The Arc.

RESOLUTION NO. 6167

A RESOLUTION OF THE TOWN OF EASTON APPROVING THE APPLICATION
OF ARC CENTRAL CHESAPEAKE REGION FOR A GRANT IN THE AMOUNT
OF \$250,000 FROM THE DEPARTMENT OF HOUSING AND COMMUNITY
DEVELOPMENT MARYLAND COMMUNITY LEGACY PROGRAM STATE
REVITALIZATION PROGRAM

INTRODUCED BY: _____

WHEREAS, Arc Central Chesapeake Region (“Arc”) is making application for a Community Legacy Program State Revitalization grant of \$250,000 to be used by Arc to construct a 24,000 square foot office, community and living space to support the Arc’s programs and services on the Mid-Shore and including nine 2- and 3-bedroom apartment units for local residents at or below 60% AMI (the “Project”);

WHEREAS, the Town approves the application and receipt of financing for a Community Legacy State Revitalization grant for the Project and further described in the application to be submitted via online portal no later than June 29, 2023 and to be financed either directly by the Department of Housing and Community Development (the “Department”) of the State of Maryland or through other departments or agencies of the State of Maryland;

WHEREAS, the Town recognizes that there is a significant need for reinvestment and revitalization of the communities in the Town of Easton; and

WHEREAS, the Department, either through Community Legacy, Community

Legacy-Neighborhood Intervention, Strategic Demolition Fund, Baltimore Regional Neighborhood Initiative [or other State Revitalization Programs], or through other Programs of the Department, or in cooperation with other State departments or agencies, may provide some or all of the financing for the Project (the “Project Financing”) in order to assist in making it financially feasible; and

WHEREAS, the Project is located within a priority finding area under Section 5-7B-02 of the Smart Growth Act, and the Project will conform to the local zoning code; and

WHEREAS, the applicable law and regulations require approval of the Project and the Project Financing by the Town Council and the Mayor of the Town of Easton;

NOW, THEREFORE, the Town of Easton hereby resolves as follows:

Section 1. The recitals set forth above are incorporated herein by reference and made a part of this Resolution.

Section 2. The Town hereby endorses the Project in the Sustainable Community Area, and hereby approves the request for financial assistance in the form of a grant or loan, up to the amount of \$250,000.

Section 3. The Mayor is hereby requested to endorse this Resolution, thereby indicating her approval thereof; and

Section 4. The Mayor is hereby authorized to execute and deliver any documents necessary to carry out the intent of this resolution, including a Subrecipient Agreement if the grant is awarded;

Section 5. The Mayor is hereby authorized to take whatever additional actions are reasonably necessary to effectuate the terms of this Resolution;

Section 6. Copies of this Resolution shall be sent to the Secretary of the Department of Housing and Community Development of the State of Maryland.

Section 7. This Resolution shall become effective upon approval by the Mayor after adoption by the Town Council.

Curry	-
Abbatiello	-
Montgomery	-
Davis	-

I hereby certify that the above Resolution was passed by a ye and nay vote of the Council this _____ day of _____, 2023.

Don Abbatiello, Acting Town Council President

Delivered to the Mayor by me this _____ day of _____, 2023.

Kathy M. Ruf, Town Clerk

APPROVED:

Date: _____

Megan J. M. Cook, Mayor

EFFECTIVE DATE: _____, 2023