



OCEAN PINES ASSOCIATION, INC.
BOARD OF DIRECTORS
REGULAR MEETING AGENDA

Saturday, May 20, 2023
9:00 AM, Clubhouse Meeting Room

https://teams.microsoft.com/l/meetup-join/19%3ameeting_YTY4ZDEzMjMtNmFhYy00OGUOLTgzNjltNjVhNjEzYzY4ZWMO%40thread.v2/0?context=%7b%22Tid%22%3a%22625a6322-2b2f-40fa-94f8-d7dd44d78153%22%2c%22Oid%22%3a%225fa869f5-01ad-476a-9570-540fe1ce4736%22%7d

Call to Order – Doug Parks, President

Pledge of Allegiance

Approval of Agenda

Approval of Minutes –

April 15, 2023 – Regular Meeting
May 4, 2023 – Special Meeting

President's Remarks

GM Report – John Viola

Treasurer's Report – Monica Rakowski

Public Comments –

Members wishing to make comments must state their name and address.

Capital Requests –

Public Works – Platform Tennis Court #6 (Windstorm Damage)

CPI Violations –

None

Unfinished Business –

None

New Business –

Motion to approve the contract for legal services – Doug Parks

Motion to declare the existence of open violations in legal – Colette Horn

Motion to establish a system for fining property owner for continuing ARC violations – Colette Horn

First reading of revisions to Resolution M-06 (Elections and Referendums Voting Procedures) – Rick Farr

Motion to approve voting contractor – Rick Farr

Motion to approve changes to Resolution B-02 (Rules of Order for Meetings of the Board of Directors) – Steve Jacobs

Motion to approve revisions to Resolution B-03 (Meetings of Association Members) – Steve Jacobs

Motion to amend revisions to Resolution B-05 (Conflicts of Interest) – Steve Jacobs

Motion to approve revisions to Resolution B-05 (Conflicts of Interest) – Steve Jacobs

Motion to approve revisions to Resolution B-06 (Indemnification Policy) – Steve Jacobs

Review of Resolution M-07 (Bulkhead and Waterway Maintenance) – Steve Jacobs

Appointments –

Nancy Radke – 1st Term – Aquatics Committee

Tracy Reddell – 1st Term – Aquatics Committee

Adjournment



OCEAN PINES ASSOCIATION, INC.
BOARD OF DIRECTORS' REGULAR MEETING
Saturday, April 15, 2023
9:00 a.m., Clubhouse Meeting Room

PRESENT: Doug Parks, Rick Farr, Stuart Lakernick, Monica Rakowski, Frank Daly, Colette Horn, and Steve Jacobs.

ALSO PRESENT: John Viola (General Manager), 100 Association members, and approximately 23 attendees through Microsoft Teams.

Call to Order – Doug Parks called the meeting to order at 9:00 a.m. with the Pledge of Allegiance.

Approval of Agenda –

Ms. Rakowski moved to accept the agenda, Dr. Horn seconded, all in favor.

Approval of Minutes –

Dr. Lakernick moved to accept the minutes from the March 18, 2023 Regular Meeting, Mr. Daly seconded, all in favor.

Announcement of Email Votes/Motions – Stuart Lakernick

Dr. Lakernick announced that the Board unanimously voted to approve the edits to the candidate registration form.

President's Remarks – Doug Parks

Mr. Parks noted the passing of Gary Greenberg, who served on the Board of Directors from 1992-1994, and was President in 1994. Condolences and prayers are extended to his family.

Mr. Parks announced that Rick Farr has been elected to the Worcester County Veterans Memorial Association Board of Directors.

GM Report – John Viola (attached)

Treasurer's Report – Monica Rakowski (attached)

Public Comments –

Karen Kaplan – 32 Chatham Court
Jim Lawn – 126 Ocean Parkway
Lora Strauss – 7 The Point
Grace Chow – 23 Easton Avenue
Steve Haffner – 6 & 8 Fairway Lane
Paula Gray – 88 Windjammer Road
Mariann White – 8 Beechnut Court
Pena Chow – 23 Easton Avenue
Mike Leventhal – 32 Chatham Court
Tom Janasek – 17 Lookout Point
Donna McElroy – 6 White Sail Circle

Dave Tanner – 69 Skyline Court
Becky Lehnerd – 18 Birdnest Drive

Capital Requests –

Golf Maintenance – Irrigation System Design

Mr. Daly moved to accept the recommendation, Ms. Rakowski seconded, all in favor.

CPI Violations – None

Unfinished Business – None

New Business –

Motion to approve mosquito control contract – Doug Parks

Dr. Lakernick seconded, and the motion passed unanimously.

Motion to approve contract for legal services – Doug Parks

Mr. Farr seconded, and the motion passed 4-1, with Dr. Horn opposed, and Mr. Daly and Mr. Jacobs abstaining.

First reading of amendments to Resolution B-02 (Rules of Order for Meetings of the Board of Directors) – Steve Jacobs

Discussion: First reading reviewed and accepted.

First reading of amendments to Resolution B-03 (Meetings of Association Members) – Steve Jacobs

Discussion: First reading reviewed and accepted.

First reading of amendments to Resolution B-05 (Conflicts of Interests) – Steve Jacobs

Discussion: After referring to counsel, changes to 3b. will be stricken. First reading reviewed and accepted.

First reading of amendments to Resolution B-06 (Indemnification Policy) – Steve Jacobs

Discussion: First reading reviewed and accepted.

Review of Resolution F-01 (Investment Guidelines) – Steve Jacobs

Discussion: Resolution to be brought forth next month for first reading.

Review of Resolution F-04 (Delinquent Assessments) – Steve Jacobs

Discussion: Reviewed.

Appointments –

Steve Ransdell – 1st Term – Elections Committee

Mr. Daly moved to accept the appointment, Dr. Lakernick seconded, and the appointment was approved 6-0, with Dr. Horn abstaining.

Adjournment – Mr. Jacobs moved to adjourn, Mr. Farr seconded, all in favor.

The meeting adjourned at 11:09 a.m.

Respectfully submitted:
Dr. Stuart Lakernick, Secretary



OCEAN PINES ASSOCIATION, INC.
BOARD OF DIRECTORS' SPECIAL MEETING
Thursday, May 4, 2023
6:30 p.m., Board Room

PRESENT: Doug Parks, Rick Farr, Colette Horn, and Steve Jacobs. Monica Rakowski, Stuart Lakernick, and Frank Daly attended virtually.

Call to Order – Doug Parks called the meeting to order at 6:30 p.m. with the Pledge of Allegiance.

Approval of Agenda –

Dr. Horn moved to accept the agenda, Mr. Jacobs seconded, all in favor.

Public Comments –

None

New Business –

Motion to go into closed session for the purpose of discussion of matters pertaining to employees and personnel –

Mr. Parks moved to go into closed session, Mr. Jacobs seconded, all in favor.

The meeting went into closed session at 6:31 p.m.

Respectfully submitted:
Dr. Stuart Lakernick, Secretary



**OCEAN PINES ASSOCIATION, INC.
 BID REQUEST FORM**

DEPARTMENT Public Works DATE April 18, 2023

ITEM DESCRIPTION Platform Tennis Court #6 (Windstorm damage)

FOR REPLACEMENT OF (if applicable) _____

RESERVE STUDY - PAGE # 186 LINE# 4.18.23 BUDGET AMOUNT \$ _____

SP say repair below, but in reading it seems structural repair would be covered.

BIDDER	TOTAL PRICE EACH	DIFFERENCE FROM BUDGETED	COMMENTS
Total Platform Tennis 6600 Patricia Blvd Goshen, Ohio 45122 513-325-7749	24,900.00 sales tax: \$1,494.00 \$26,394.00		This is the only contractor that does this type of repair work on platform structures. They built the original courts.

<u>[Signature]</u> DEPT. HEAD	<u>5/5/23</u> DATE	<u>[Signature]</u> GENERAL MANAGER	<u>5/9/23</u> DATE
<u>[Signature]</u> ACCOUNTING	<u>5/7/23</u> DATE		



**“Official Court Builder of the 2014, 2015, 2017, 2018 & 2019
Men’s & Women’s National Championships”**

April 10, 2023

Mr. Eddie Wells
Ocean Pines Association, Inc.
239 Ocean Parkway
Ocean Pines, MD 21811

Dear Mr. Wells,

Thank you for the opportunity to provide a quote to repair one (1) wall on a platform tennis court that was damaged by a windstorm. We are pleased to present the following proposal:

Scope of Work

Total Platform Tennis will furnish all materials and labor required for the following:

- Remove the damaged components and remove them from the jobsite.
- Replace the following components:
 - Two (2) 12' powder-coated aluminum “corner” uprights.
 - Ten (10) 12' powder-coated aluminum uprights.
 - Three (3) 20' powder-coated aluminum light poles. Total Platform Tennis will attach the existing lights to the new light poles and will run the wires down the light poles leaving a 2' tail out of the bottom of the poles. **Final connection of the wires in the light poles to the power source is the responsibility of others.**
 - Four (4) 30' powder-coated aluminum tension beams.
 - Four (4) 6' x 12' hexmesh wire screen sections.
 - Two (2) corner strips.
 - Fifteen (15) tension rod assemblies.
- Reattach the wall to the surface.
- Install three (3) 15' powder-coated aluminum outrigger braces to provide additional strength to the wall. Outriggers will be reattached to footers.

Freight and Travel Costs

- Pricing includes all freight costs of delivering materials to the jobsite.
- Pricing includes all travel costs of construction crew.

Pricing

Repair the wall on a platform tennis court
that was damaged by a windstorm \$24,900.00

Mr. Wells
April 10, 2023
Page 2

If you are interested in moving forward with this proposal, please let us know and we will schedule the work.

Regards,
Total Platform Tennis



Mark Kebe



David Dodge

CONTRACT

This Contract is entered into on _____ between Total Platform Tennis, LLC ("CONTRACTOR") and Ocean Pines Association, Inc. ("OWNER") for the purpose of the work specified in the "Scope of Work" section below. Work is to be performed at 239 Ocean Parkway, Ocean Pines, MD 21811.

Scope of Work

CONTRACTOR will furnish all materials, labor and equipment to repair damage to a superstructure on a platform tennis court as follows:

- Remove the damaged components and remove them from the jobsite.
- Replace the following components:
 - Two (2) 12' powder-coated aluminum "corner" uprights.
 - Ten (10) 12' powder-coated aluminum uprights.
 - Three (3) 20' powder-coated aluminum light poles. Total Platform Tennis will attach the existing lights to the new light poles and will run the wires down the light poles leaving a 2' tail out of the bottom of the poles. **Final connection of the wires in the light poles to the power source is the responsibility of others.**
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Freight and Travel

- Pricing includes all freight costs of delivering materials to the jobsite.
- Pricing includes all travel costs of construction crew.

Liability and Workers Compensation Insurance

CONTRACTOR shall maintain such insurance as will protect him from claims under workers' compensation acts and other employee benefits act, from claims for damages because of bodily injury, including death, and from claims or damages to property which may arise out of or results from CONTRACTOR'S operation under this Contract. OWNER shall maintain fire, tornado and other necessary property insurance.

Failure to Pay Contractor

CONTRACTOR may, at CONTRACTOR'S option, stop work and terminate this Contract if OWNER fails to make any payment within seven (7) days after the date fixed for payment, or if OWNER otherwise fails to timely perform OWNER'S responsibility hereunder. All overdue payments shall bear interest at a rate of 1 ½ percent per month. If CONTRACTOR elects to terminate this Contract hereunder, OWNER shall pay CONTRACTOR for the work completed to the date of termination, plus interest on all late payments which shall include CONTRACTOR'S reasonable profit and damages.

If OWNER fails to make payment when due or otherwise breaches this Contract, OWNER shall reimburse CONTRACTOR for any costs or expenses, including attorney's fees, incurred by CONTRACTOR in enforcing the terms of this Contract of affecting a cure of any breach by OWNER. Any and all warranties and guarantees are void if CONTRACTOR is not paid in full.

Change Orders

Any changes to the scope of the Contract that would result in additional costs to OWNER must be approved in writing by OWNER prior to the commencement of the work by CONTRACTOR related to those changes.

Time

All time estimates or completion dates provided by CONTRACTOR are estimates only. CONTRACTOR is not responsible for delays in the completion of the work caused by OWNER, other contractors under contract with OWNER, changes in the Work requested by OWNER, labor disputes, fire, unusual delays in delivery of materials, weather, or other causes beyond the control of the CONTRACTOR.

Pricing – Contract Amount

Repair the superstructure on a platform tennis court that was damaged by a windstorm \$24,900.00

Payment Schedule

- 30% (\$7,470.00) due upon signature
- Balance of the Contract, including any change orders, due upon completion.

Acceptance

The foregoing terms are acceptable as evidenced by the signatures below. The individual executing this Contract on behalf of the OWNER represents and warrants that he is authorized to do so by and on behalf of the Owner.

Ocean Pines Association, Inc.

Total Platform Tennis, LLC



4/19/23

Signature Date

Signature Date

Name

Mark J. Kebe Member
Name Title

Address: _____

6600 Patricia Blvd.

Phone: _____

Goshen, OH 45122

(513) 325-7746

Email: _____

mark@totalplatformtennis.com



Total Platform Tennis, LLC
 6600 Patricia Blvd.
 Goshen, OH 45122

Phone # (513) 325-7746 mark@totalplatformtennis.com

Date	Invoice #
4/19/2023	23043

Bill To

Ocean Pines Association
 239 Ocean Parkway
 Ocean Pines, MD 21811

**WE'VE MOVED!!
 PLEASE UPDATE YOUR
 RECORDS WITH OUR NEW
 ADDRESS:**

**6600 Patricia Blvd.
 Goshen, OH 45122**

P.O. Number	Terms	Project	
14.003487	Due on receipt	2023 Maintenance	
Description			Amount
Contract to repair the superstructure on a platform tennis court that was damaged by a storm - Initial payment due with signed contract			7,470.00
Out-of-state sale, exempt from sales tax			0.00
Thank you for your business!			
			Total \$7,470.00

**If you have any questions please call Mark at (513) 325-7746
 or email mark@totalplatformtennis.com**

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Ocean Pines Association, Inc.

Total Platform Tennis, LLC



4/19/23

Signature Date

Signature Date

Name

Mark J. Kebe Member
Name Title

Address: _____

6600 Patricia Blvd.

Goshen, OH 45122

Phone: _____

(513) 325-7746

Email: _____

mark@totalplatformtennis.com

VIOLATIONS IN LEGAL

SEC/LOT	ADDRESS	VIOLATION
02/0029	72 White Horse Drive	RV Parking - Not in Correct Location
06/0116	268 Windjammer Road	No Permit - Color Change
10/0041	52 Nottingham Lane	No Permit - Trees Removed
10/0120	164 Nottingham Lane	Fence (Placement)
10/0172	10 Footbridge Trail	Placement (Unauthorized Driveway)
10/0175	16 Footbridge Trail	Maintenance
10/0231	47 Nottingham Lane	Unregistered/Junk Vehicle
13/0100	41 Cannon Drive	No Permit - Shed
13/0100	41 Cannon Drive	No Permit - Storage Structure
13/0235	506 Ocean Parkway	Vehicle Parking
14D/0029	66 Wood Duck Drive	Attachment to Bulkhead

PREVIOUSLY APPROVED BACKGROUND DOCUMENTS:

M-06 Elections and Referendums Voting Procedures, Attachment A, 11. c.

- c. A candidate may request a recount at the annual meeting. The Board is responsible for resolving any request for a recount (Section 5.03(e) By-laws).

V

The Board of Directors

Section 5.03. Elections

(e) The Board of Directors shall resolve any request for a recount of the votes. The Chairperson of the Elections Committee shall resolve any final tie vote necessary to determine the results of the election. Tie votes shall be resolved by "chance" at the annual meeting.

PROPOSED RECOUNT PROCEDURES

Any candidate receiving countable votes (valid ballots per M-06 and Attachments) in an election for the Board of Directors may request a recount. If a recount request is made to the Board of Directors in office on the day of the Annual Meeting, the Board will take the following action:

1. A request for a recount must be received in writing from the Board Candidate prior to the Annual Meeting of the Association. This request must be provided to the Board President and to the Elections Committee chairperson.
2. A Director, currently completing their first term and a candidate for reelection will ~~refuse~~ recuse themselves from any discussion, process and procedures related to the ~~conductance~~ conduct of a recount. The Director who is a candidate for reelection may request the Board to authorize a recount.
3. The Board will request the Elections Committee chairperson to conduct a recount of the valid ballots cast for the election.
4. The Elections Committee chairperson will schedule an Elections Committee meeting, including the election committee members, ~~Seatron—contractor operating the scanneroperator~~ and Association staff as needed. This meeting will be on the day of the Annual Meeting or as soon as possible following the Annual Meeting.
5. The recount will be completed in an open session that any Association member can attend in a manner like that specified in M-06 and Attachments.
6. The results of the recount will be communicated to the Association President and posted immediately after completion of the recount in the Administration Building of the Association.

7. The Board will hold a Special Meeting no sooner than 3 days after the completion of the recount, but as soon as possible.
8. The Election Committee Chairperson or their designee will attend the Special Board Meeting and present the results of the recount for acceptance/validation by the Board on behalf of the Association.
9. The Election results will then be final and the winning candidates will begin the process of joining the Board.



ELECTION COMMITTEE (EC) REQUEST FOR CONTRACTOR APPROVAL

Through: OPA VP Rick Farr, EC Board Liaison

To: John Viola, General Manager

Subject: Approval of Voting Contractor

Sourcing a contractor to perform the printing, mailing and handling of election materials is the responsibility of the EC. Prior to the 2022 election (and for years), a contract was awarded to Ace Printing and Mailing a local contractor in Berlin, MD. For the 2022 election, the Board approved a hybrid voting approach - Ace Printing was awarded a contract to print, mail, handle election materials, and additionally, exchange electronic reports with VoteHOA NOW, the company contracted to perform the online voting function.

Ace Printing and Mailing declined to bid on services for the 2023 BOD election, therefore, the EC conducted research to find a national company to perform the full array of election services. After researching five and disregarding three "online only" voting companies, we recommend awarding a contract to **Election Trust**, who will perform printing, mailing, receipt and counting of the paper ballots. Not only do we find Election Trust to be the best value, but they also offer an "Observable Live Count" option. Also, there will be no back-and-forth electronic exchange of election data as was done in 2022 and OPA will no longer have to procure software or equipment for ballot counting purposes. Attached you will find two proposals along with a spreadsheet comparing vendor costs.

Finally, and based on our stated goal to reestablish online voting in 2024, we asked each company to also include costs to conduct a 2023 hybrid election, which would include an envelope with paper ballot and return envelope to each individual lot owner, with additional instructions to vote online. These optional costs are also included in their proposals. The decision to conduct a hybrid election in 2023 rests with the Board.

On behalf of the Elections Committee:

Thomas A. Piatti 5/5/23
Thomas A. Piatti
Elections Committee Chairperson

Voting Vendor Estimates

Company	Election Trust	Survey & Ballot (*,2)	eBallot	Simply Voting	VoteHOA NOW
	Bainbridge Is, WA	Eden Prairie, MIN	Wash, DC	Canada	Portland, OR
List of Services					
By Mail Election Svcs	\$1,975.00		Not considered, online only	Not considered, online only	Not considered, online only
Ballot Design	\$250.00				
Ineligibility letters approx 700 (1)	\$826.00				
Print/Mail approx 7800 Eligible (2)	\$9,438.00				
Ballot Replacement (est of five)	\$37.50				
Incoming Ballot Processing	\$1,161.00				
Hosted Observable Live Count	\$250.00				
Paper Only Contract Cost	\$13,937.50	\$15,600.00			
TOTAL					
Hybrid (paper and online)	\$15,994.50	\$21,885.00			
TOTAL					
1. USPS cost included in est					
2. USPS cost not included in est					
*Did not breakdown individual costs					

Election Trust

4th REVISED

Balloting Services Request
for Proposal



April 20, 2023

Attention:

Tom Piatti

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Company Profile & References	2
Company Services	3
Election Services Description	4
Election Services Estimate Cost	5

Contact

John Bodin, General Manager

600 Ericksen Avenue NE #102
Bainbridge Island, WA 980110

206.465.4475

john.bodin@electiontrust.com

Election Trust

Introduction

Election Trust (ET) understands that the **Ocean Pines Association (OPA)** is seeking the most qualified *3rd Party Authority* capable of delivering balloting services in support of their **2023 Annual Meeting**. ET is confident the following Request for Proposal response would illustrate why it is the firm uniquely qualified to meet and exceed OPA's expectations for the delivery of these balloting services.

Company Profile & Services

Since 2003 Election Trust has provided complete Third-Party Authority election management services to private and public-sector Clients. These election services are delivered utilizing 'Best of Breed' remote and on-site balloting technology, including the *Federally Certified Clear Ballot™* digital paper ballot scanning platform and an *End-to-End Verifiable* online balloting platform, **Powered by Voteegrity™**. Election Trust carries **\$1,000,000** in **Commercial Errors & Omissions** insurance.

Given the opportunity to provide the Third-party administration for the OPA, Election Trust will deliver those services under the direction of:

John Bodin/General Manager

Over more than 20 years, John Bodin has administered nearly 500 balloting events, including a presidential party primary, a congressionally mandated industry 'check-off' referendum, Olympic Committee voting and numerous sovereign tribal elections. He has extensive experience in delivering 'hybrid' balloting services in support of hundreds of Annual Meeting elections for property owner, affinity, service and professional associations across the United States. John, as the lead Account Executive, would be '*buck stops here*' responsible for the satisfactory delivery of end-to-end election services to the Ocean Pines Association.

Tim Manion/Chief Operations Officer

Over his 30+ year career in operational and program management, Tim has focused on the development and practical administration of innovative and reliable election solutions to a wide variety of customers since 2001. That veteran experience includes leading engineering, customer development, and operational teams in the delivery of election technology in support of hundreds of elections across the United States and Internationally for such companies as VoteHere, Democracy Live and now with Voteegrity, in that company's strategic partnership with Election Trust.

Company References (Partial List)

- ❖ **First Colony Community Association | TX**
Contact: Catherine Zeis, Dir. Admin. Services | 281.634.9524 | czeis@firstcolony.org
- ❖ **Harbour Square Cooperative Community | DC**
Contact: Shari Wilson, Ass't Gen. Mgr. | 202.554.3314 | swilson@harboursquare.coop
- ❖ **Maryland State Board of Dental Examiners | MD**
Contact: Dr. Christy Collins, Exec. Dir. | 410.402.8501 | christy.collins1@maryland.gov
- ❖ **National Bar Association | DC**
Contact: Marlon Primes, Election Chair | 216.306.3047 | maprimes@bmdllc.com
- ❖ **Padre Isles Property Owners Association | TX**
Contact: Gary Klepperich, Exec. Dir. | 361.949.7025 | gary@pipoa.net
- ❖ **South Riding Proprietary | VA**
Contact: Kristi Felouzis, GM | 703.327.4390 x107 | kfelouzis@southriding.net
- ❖ **Woodhaven Property Owners Association | IL**
Contact: Amy Ackert, GM Admin | 815.849.5209 x107 | kalthaus@woodhavenassociation.com

Election Trust

Company Platforms

Standard Operating Procedures

Strict adherence to established procedures and protocol, all defined by the context of each balloting event, is at the heart of every well-run election. To that end Election Trust employs an event-tested *Standard Operating Procedures* (SOP) approach to the production, testing and implementation of each election it administers.

Election Trust's SOP practices are conducted through daily status meetings, weekly status reports, and formal project reviews with all required parties involved but ultimately a client *Single-Point-of-Contact*. An election *Scope of Work* plan serves as the key reference document for articulating deliverables, tracking the project's ongoing status, identifying real project risk and combating potential project failure. With regards to proprietary client data (*such as membership lists, membership numbers, any provided client-side documentation, etc.*), Election Trust deploys end-to-end password protection for such files with no proprietary information (*except electronic voting credentials*) residing on any internet-facing servers.

Vote-by-Mail (VBM) Balloting

In executing VBM balloting events, ET utilizes the same administrative template employed for government voting including: 1) flexible, 'postage-friendly' ballot packet design; 2) high-speed digital pre-press and printing capability; 3) CASS-certified mail management; 4) a fully proprietary **Mail-In Ballot Tracker™** Bar Code ballot inventory, audit and canvass system.

A certified **Clear Ballot™** partner, ET deploys **Clear Count™** to digitally scan all incoming (*by-mail*) paper ballots. This 21st Century tabulation and inventory system digitally sorts and catalogs all scanned ballots to allow its patented visual reporting tools to generate sort-able contest, batch, and precinct reports.

For video preview of the tabulation and audit capabilities of Clear Ballot™:

<https://youtu.be/hDGOSckp2FU>

On-line Balloting Platform

ET's remote electronic voting platform is **Powered by Voteegrity**. The Voteegrity Platform™ is designed from the ground up to ensure both voting privacy and ballot integrity and is hosted on Microsoft Azure, one of the most trusted and secure names in the cloud.

To ensure privacy for the voter while casting her ballot, the Voteegrity Platform utilizes Secure Socket Layer (SSL) protocol to transmit data between her voting device and ET's secure voting server. Specifically, all her ballot data is strongly encrypted at the voter's device before sending. Importantly, once the ballot leaves the voter, it is not decrypted until it is an aggregate of the final election tally – this ensures no one except the voter knows how she voted.

Crucial to the integrity of her cast-ballot is **Helios**, the *Open-Source* core of the Voteegrity Platform. Built by one of the leading election security cryptographers and used by millions of voters, Helios allows any voter the opportunity to check that her ballot was counted just the way she cast it. Also known as **End-to-End Verifiability**, this feature of the Voteegrity Platform means – as is not the case with most other systems – the voter is not left to 'hope' her ballot made to the server and was counted correctly...or otherwise tampered with. She has a guarantee her ballot was, in fact, counted-as-cast.

For video preview of the Voteegrity™ balloting experience:

<https://www.voteegrity.net/voting-experience>

Election Trust

Election Services Scope of Work & Terms

Balloting Platform: Hybrid

1. Election would enfranchise approximately **7,800** eligible voting members by secured and auditable **Hybrid Ballot** (*Optional Vote-By-Mail & Online*) voting over a **30-day period**.
2. No later than **June 15, 2023**, the Association would:
 - a. Establish a **Single-Point-of-Contact** (Contact) to work with ET on all Election administration, including ballot content proofing, voter eligibility issues, and replacement ballot issuance, etc.
 - b. Provide ET with an **Eligible Voter List** (*Comma-delimited Excel file, approx. 7,800*) by full name and physical mail (USPS) address for each eligible voter that is qualified to vote a ballot. **NOTE: If available, also provide ET with one (1) working email address for each eligible voter.**
 - c. Provide ET with an **In-Eligible Voter List** (*Comma-delimited Excel file, approx. 700*) by full name and physical mail (USPS) address for each voter that is not qualified to vote a ballot.
 - d. Provide all **Election Ballot Content**, including WORD (text) and JPEG (photos) files.
3. On **July 11, 2023**, ET would design, print and mail (1st Class/Pre-Sort) to each eligible voter an **Outgoing Hybrid Balloting Packet**, including:
 - a. One **#10 Window Delivery Envelope**
 - b. One **#9 Business-Reply Ballot Return Envelope w/ Voter Hybrid Validation PIN**
 - c. One **Clear Ballot™** (8.5" x 11" 1-Sided)
 - d. One **Voter Guide** (8.5" x 11" 4-Sided) w/ **Hybrid** (Option) **Voting Instructions**
4. On **July 11, 2023**, ET would design, print and mail (1st Class/Pre-Sort) to each in-eligible voter an **Outgoing Letter Packet**, including:
 - a. One **#10 Window Delivery Envelope**
 - b. One **Voting Ineligibility Letter** (8.5" x 11" 1-Sided)
5. Paper mail-in ballots returned by voters would be received at ET's secure **USPS PO Box** in Seattle, WA. Online voted ballots would be received on ET's secure Azure based **Voteegrity Platform™**. Both voting channels would close off ballot receipt On *Close of Business* on **August 9, 2023**.

VBM NOTE: During the Voting Window ET will bar-code scan for 'household audit credit' all incoming ballot envelopes upon receipt and regularly report this data to the Contact via email. In addition, all 'undeliverable' outgoing Ballot Packets returned to ET will be reported to the Contact. Given a corrected mailing address, ET will mail a **Replacement Ballot** up until a re-mailing 'Cut-off' date of **July 25, 2023**.

VBI NOTE: Given OP can provide ET with one (1) working email address for any of its eligible voters, during the Voting Window ET will periodically send up to three (3) **Get-Out-the-Vote** (GOTV) email 'blasts' to those eligible voters who have not submitted a paper or electronic ballot. *These emails will contain that voter's PIN and a voting link and can be scheduled 'on the fly' to maximize voter turn-out.*
6. On **August 10, 2023 (Time TBD)** ET can host, at its Bainbridge Island offices, an **Observable VBM Count** (Via Zoom), including ballot extraction, count, adjudication, and **Final Certified Results** reporting. Once ET has reported **Hybrid Final Results**, all Election Collateral, including ballots, return envelopes and reports, will be shipped to the attention of the Contact for Association archiving.
7. During the Election, ET would staff a **Voter Help Desk** (email) between 9am- 8pm (ET) Monday through Friday. ET would also archive all election data and collateral for a period of six months.

Election Trust

Estimate 1127_D

600 Ericksen Ave NE #102
 Bainbridge Island, WA 98110
 425.956.3230
 john.bodin@electiontrust.com



ADDRESS

Tom Piatti
 Ocean Pines Association, Inc.
 39 Ocean Parkway
 Ocean Pines, MD 21811

DATE
 04/20/2023

TOTAL
 \$15,994.50

EXPIRATION
 DATE
 05/20/2023

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Complete Hybrid Election Mgmt	End-to-End Remote 3rd Party Hybrid Election Event Management - Includes Hybrid Voter Help Desk & Up to Three (3) GOTV eMailings .	1	2,450.00	2,450.00
	Hosted Clear Ballot Platform	Clear Count v 2.1 Ballot Design, Tabulate, Audit Scan & Archive System (<i>Federally Certified</i>)	1	250.00	250.00
	Hosted Votegrity Online Voting Platform	'Helios' based E2E Verifiable (<i>Open-Audit</i>) Remote Electronic Balloting (<i>per Host week</i>)	4	435.00	1,740.00
	Notice of Ineligibility	Mailing of One (1) Page Letter Notice to Voter He/She is NOT an Eligible Elector (<i>DOES Includes Pre-Sort 1st Class Postage</i>).	700	1.18	826.00
	VBM Ballot Packet Print & Mail	Per-Outgoing-Packet Paper Ballot Design, Proof, Print & Mail Services (<i>DOES NOT include Pre-Sort 1st Class Postage</i>)	7,800	1.21	9,438.00
	VBM Ballot Replacement	On Request per-VBM Ballot Re-mailing (<i>ESTIMATE DOES Include 1st Class Postage</i>)	5	7.50	37.50
	Incoming BRM Ballot Processing	Per Clear Ballot Returned Voter-Credit Tracking, Processing, Tabulating & Data Archiving Service (<i>ESTIMATE DOES Include Ballot Business Reply Return Postage</i>)	700	1.29	903.00
	Hosted Observable (Live Zoom) Count & Report	Hosted Zoom Session Documenting Ballot Extraction, Count, Adjudication & Hybrid Reporting (<i>OPTIONAL</i>)	1	350.00	350.00

This invoice represents the ESTIMATED* cost of election services as described in the attached DRAFT Statement of Work (SOW) dated 04/20/23. If this Estimate is accepted, Election Trust would finalize an Agreed-to SOW with the Contact and issue an Initial Invoice for 50% of this quote.

TOTAL

\$15,994.50

THANK YOU.

Actual Variable and Optional costs incurred in the administration of the Election would be reconciled on the Final Invoice issued with Certified Final Results reporting.

Accepted By

Accepted Date

***ESTIMATE IS EXCLUSIVE OF OUTGOING VBM POSTAGE.**



SBS ESTIMATE PREPARED FOR
OPHOA
13 APRIL 2023

2023 Ocean Pines HOA Paper Election Estimate

 Survey Ballot
systems

SBS Election Services

You run elections, we provide the tools and resources to make those elections successful. We work with the world's top associations, cooperatives, financial organizations, clubs and member-based organizations to plan and manage their voting needs.



Online Voting



Paper Voting



Hybrid Voting



Telephone Voting



Onsite Voting



Nominations

Transmittal Information

Client:

Ocean Pines HOA (OPHOA)
239 Ocean Parkway
Ocean Pines, MD 21811

Owner:

George Alston
Election Committee
443-614-0615

2023 Annual Election

Date Presented: April 13, 2023

Statement of Confidentiality

This proposal includes data that shall not be disclosed outside the Ocean Pines HOA (OPHOA) and shall not be duplicated, used or disclosed — in whole or in part — for any purpose other than to evaluate this proposal.

Prepared by:

Survey & Ballot Systems (SBS)
7653 Anagram Drive
Eden Prairie, MN 55344-7311
Toll Free (800) 974-8099
Fax (952) 974-2323

Prepared by:

Pete J. Westerhaus
VP of Marketing
(952) 974-2311



OPHOA Hybrid Election

Paper Ballot Service

The official OPHOA ballot will allow up to eight (8) total candidates. The OPHOA ballot package includes SBS printing the following:

- Image Ballot with Instructions
- Outgoing Envelope
- Return Envelope With Property ID Number
- 8,500 eligible voting members and ballot packages.
- All printing in black and white.

Distribution of Paper Ballot Packages

Set-up Laser Print Process

- Receive and sort member database for postal discounts and assign postal barcodes when possible.
- This will consist of member name and address, 2D barcode, election passcode printed on the Ballot Certificate; customized bar/ballot code and printed on the return envelope. The ballot will be anonymous.

Assembly and Mailing of Paper Ballot Packages

- Coordinate the receipt, production and set-up of all mailing materials.
- Assemble and mail ballot packages.

Project Execution

Voting Period for 2023 OPHOA Election

- Open and mail ballot packages on agreed upon date with OPHOA.
- Support: Phone, email and web chat support available Monday-Friday, 8:00 AM-5:00 PM Central Time.

- Receive OPHOA ballots at SBS' office and prepare ballots for scanning.
- Separate any ballots that do not meet OPHOA specific requirements.
- Scan ballots, review and correct questionable marks flagged by scanning software, and infer voter intent.
- Perform quality assurance checks.
- Project execution steps will be documented and auditable per company policies and procedures.
- Provide Response Rate Report daily.

*If SBS needs to process all ballots at close of election, there may be additional costs for this service.

Deliverables

- Produce reports.
 - Summary page: number of eligible members, number of ballots received and percent returned.
 - Results page(s): number of votes by candidate, percent of votes received by candidate, invalid votes, number of ballots cast.

Post-Election — Disposition of Materials

- Archive electronic data for up to three (3) years and hard-copy data for twelve (12) months.
- Continue to collect undeliverable mail packages and late returned ballots for thirty (30) days after close, Beginning thirty-one (31) days after close:
 - Undeliverable Mail will be destroyed;
 - Late Returned Ballots will be stored for eleven (11) more months, after which late return ballots will be destroyed.
- Any extra materials not used for this project will, at the discretion of SBS, be recycled thirty (30) days after the project ends or will be retained by SBS for future projects.



Safeguarding Your Election Data

Since 1990 we have implemented the top technology and security practices to keep client elections safe. Here are a few of the key measures we employ to ensure the safest member voting possible:

Pass-card security system, locked vaults and chain-of-custody procedures to ensure physical safety of materials.

Use of world-class enterprise datacenters (Flexential) for security and storage management.

Online elections hosted in Flexential's datacenter - Flexential's Cloud Service Availability is 99.999%.

Data co-location in redundant datacenters 900 miles apart ensuring power grid distribution protection.

Symantec® TLS industry-leading encryption and authentication protection.

Fully staffed 24/7, 365 days network management — providing immediate response and resolution to any issues.

OPHOA Project Estimates

Product or Service	Cost
Estimated 2023 Paper Election	\$15,600
*Estimated 2023 Hybrid Election	\$21,885
Additional Optional Services	
- Virtual Ballot Tabulation Observation	Priced per Spec
- Onsite Services	
- Advanced Reporting	

*Services included in hybrid project are not listed in this paper election estimate.

Price estimates do not include postage. This is a price estimate and costs may change given final project specifications. Hybrid and Paper estimates does not include postage.

Payments for any additional services requested by the customer will be invoiced during the month such services are delivered — with net thirty (30) days for payment.

Terms and Conditions of Postage Due:

Postage due fifteen (15) days prior to mailing.

Interest:

Interest will be charged at a rate of 1.5% per month on past due balances.



2023 OPHOA Paper Election Preliminary Timeline

Date	Action	Date	Action
April/May 2023	SBS receives authorization for DirectVote™ services from OPHOA.	July 2023	Election Opens: SBS mails election materials.
6 weeks prior to election open	SBS provides OPHOA Election Requirements Checklist.	During Election	SBS provides daily response rates to OPHOA.
5 weeks prior to election open	OPHOA approves Election Requirements Checklist.	During Election	SBS receives paper ballots and scans ballots.
5 weeks prior to election open	OPHOA delivers all voting material and files for SBS to develop the ballot package.	August 2023	Election Closes.
4 weeks prior to election open	OPHOA uses slate template to deliver candidate names and offices that will appear on the ballot.	48 hours after Election Closed	SBS completes tabulates and delivers electronic results by 5:00 PM Central.
4 weeks prior to election open	SBS delivers ballot package design.	12 months after Election Closed	SBS destroys the ballots.
4 weeks prior to election open	OPHOA delivers member database according to the Material Receipt Specification document.		
3-4 weeks prior to election open	SBS delivers laser print proofs to OPHOA for approval.		
3-4 weeks prior to election open	OPHOA approves laser print proofs and SBS prints ballot package materials.		

*Timeline for hybrid project follows a different timeline structure.



RESOLUTION B-02

RULES OF ORDER FOR MEETINGS OF THE BOARD OF DIRECTORS

1. **Purpose.** This Resolution supplements Robert's Rules of Order for the conduct of meetings of the Board of Directors of the Ocean Pines Association, Inc.

2. **Authority.** Section 5.15 of the By-laws of the Ocean Pines Association, Inc. provides that Robert's Rules of Order shall be used to regulate and govern all meetings of the Board of Directors, to the extent they are not inconsistent with the By-laws or Resolutions.

3. **The Chairperson.** The Chairperson shall be the President of the Association. In the event the President is unavailable or unwilling to serve or discharge these duties the Vice President or a Director selected by a majority of the remaining Directors shall act as chairperson. The Chairperson shall:

- a. preside at every meeting of the Board, call the meeting to order at the appointed time, and determine the presence of a quorum;
- b. preserve order and decorum and, in case of disturbance or disorderly conduct by either members of the Board or other attendees, shall take such action as is necessary to restore order; and
- c. decide points of order. The Chairperson may consult the parliamentarian but all points of order shall be decided by the Chairperson.

4. **General Rules**

a. **Decorum and Courtesy.** Board members and attendees shall behave in a courteous and dignified manner during Board meetings. Board members unable to remain until the meeting is adjourned shall inform the Chairperson of their anticipated departure time at the beginning of the meeting.

b. **Authorized Attendees.** Any member of the Association and their agents may attend any open Board meeting. Executive or supervisory employees of the Association and members of the press may also attend unless specifically excluded by a majority vote of the Board members present. Other persons designated by the Board of Directors may be permitted to attend and participate in any open Board meeting.

c. **Public Comments**

(1) **Eligibility.** Any member who desires to address the meeting during Public Comments shall be recognized. **Members must attend the meeting**

in person to make a public comment. When beginning comments, members shall state their name and address.

(2) **Time Limit and Decorum.** Unless otherwise agreed to by the Board, members shall limit their comments to no more than five (5) minutes. Public comments shall be addressed to the Board, delivered courteously, and be pertinent to Ocean Pines Association related issues. At a special meeting of the Board, comments shall be limited to items on the agenda for that meeting. Negative personal comments about or directed to any Board member or member of the Association shall be ruled out of order. If the discourteous comments continue, the member will be asked to leave the meeting by the Chairperson.

d. **Voting.** Voting may be by as designated by the Chairperson.

5. Effective Date: November 19, 2008

Adopted by the Board of Directors on November 19, 2008

President _____ Attest _____ Secretary

Review History:

General Manager _____ Date: _____

By-Laws and Resolutions Advisory Committee _____

Date: _____

RESOLUTION B-03

MEETINGS OF ASSOCIATION MEMBERS

1. **Purpose.** This Resolution supplements Robert's Rules of Order for the conduct of the meetings of the members of the Ocean Pines Association, Inc.
2. **Authority.** Section 4.06 of the By-laws of the Ocean Pines Association, Inc. provides for the use of Robert's Rules of Order to regulate and govern the conduct of meetings of Association members and provides that the Board of Directors may adopt Resolutions for the conduct of meetings.
3. **Meetings of the Members.** Section 4.02 of the By-laws provides that the annual meeting of the members of the Association for the validation of the results of an election of Directors and for the transaction of such other business as may properly come before the meeting shall be held on the second Saturday of August of each year. Section 4.03 of the By-laws provides for special meetings. **Meetings of the Association may be held as Virtual Meeting or a hybrid of a Virtual Meeting and in-person meeting as directed by the Association's President.**
 - a. **Virtual Meeting Requirements.** To hold a Virtual Meeting or a hybrid meeting the following requirements must be met:
 - i. The equipment or system must permit any Member, Board Member or Committee Member in attendance to hear and be heard by all others participating in the meeting.
 - ii. The General Manager shall report to the Board not less than 30 days prior to the annual meeting that the equipment or system is able to ensure that only qualified members of Ocean Pines may be counted toward a quorum, to vote and to fully participate in the meeting.
 - iii. A link or instructions on how to access the Virtual Meeting shall be included in the notice of the meeting
 - b. Any Member attending a Virtual Meeting shall be deemed present for quorum, voting purposes and full participation, as applicable in the particular meeting.
 - c. The inability of a Member to join a meeting due to technical difficulties with the Member's telephone, computer or other electronic device does not invalidate the meeting or any action taken at the meeting.
 - d. **Voting at Member Virtual Meetings.**
 - i. Any matter requiring a vote of the Association (Members) at the meeting, may be set by the President for a vote at the Virtual Meeting of the Members and a ballot may be delivered to Members with notice of the meeting.
 - ii. Only those Members present at the Virtual Meeting shall be authorized to vote a ballot in accordance with the subsection and Section IIB-113.6(c)(1)(i) of the Act and only is to be ballot voting at the Virtual Meeting.
 - iii. Members who are not present at the meeting may:

1. Vote by electronic transmission or
 2. Vote by proxy in accordance with the requirements of the Bylaws and Act; and be considered present for quorum purposes through their proxy.
- iv. The President may set a reasonable deadline for return of a ballot to the Association, including return by electronic transmission, but the deadline for return of the ballot shall be not later than 24 hours after the conclusion of the meeting.

4. **The Presiding Officer.** The Presiding Officer shall be the President of the Association. In the event the President is unavailable or unwilling to serve or discharge these duties, the Vice President or a Director selected by a majority of the remaining Directors shall act as chairperson. The Presiding Officer shall:

- a. take the chair at every meeting of the members at the appointed time and call the meeting to order;
- b. appoint a qualified person to act as recorder under the direction of the Secretary, appoint a qualified person to act as parliamentarian, and appoint a qualified person to act as timekeeper;
- c. preserve order and decorum and, in case of disturbance or disorderly conduct, take such action as is necessary to restore order;
- d. determine the method of voting to be used, in accordance with Section 3.05 of the Bylaws; and
- e. decide points of order. The Presiding Officer may consult the parliamentarian but all points of order shall be decided by the Presiding Officer.

5. **General Rules.**

- a. **Points of Order.** The Presiding Officer's decision on a point of order shall be final unless overruled by a majority vote of the voting members present in person.
- b. **Determination of a Quorum.** The acceptance of the presence of a quorum of voting members either in person or by proxy shall be determined by a report from the Elections Committee.

c. **Decorum and Debate.**

- (1) **Eligibility.** Association members or their agents shall be permitted the use and privilege of the floor. All others must be recognized by the Presiding Officer or obtain permission by a majority vote of the members present in person.
- (2) **Procedure.** A member or member's agent desiring to address the meeting or make any motion shall rise and, on being recognized, proceed to the podium or a microphone and give his or her name and address. Agents shall identify themselves and state the name and address of the member they represent.

Comments shall be delivered courteously. Negative personal comments about or directed to another person shall be ruled out of order.

(3) **Time limits.** Unless otherwise agreed to by the members present, no member may speak longer than five (5) minutes at a time or more than twice on the same question. No member may speak a second time on the same question as long as another member who has not spoken desires the floor, unless he be the mover, proposer or introducer of the matter pending, in which case he shall be permitted to speak in reply to all questions directed through the Presiding Officer.

(4) **Voting.** Voting on substantive issues shall be by proxy and by use of voting cards. Proxy voting shall be cast at the direction of the Presiding Officer but only on those issues qualifying under and in accordance with the provisions of the Bylaws.

d. **Motions.** The following rules apply to all substantive motions.

(1) **Writing.** Every substantive motion shall be reduced to writing and shall be entered in the minutes with the name of the member making it.

(2) **Reading and Seconding.** When a motion has been made, the Presiding Officer shall cause it to be read aloud before being debated. A motion shall require a second before it is debated, and if the motion receives no second, the motion fails.

(3) **Amendments.** No motion on a subject different from that under consideration shall be admitted as an amendment. When a motion is under consideration, a motion to amend and a motion to amend that amendment shall be in order. It shall also be in order to offer a further amendment by the way of substitute, to which one amendment may be offered.

(4) **Calling the Question.** When it appears no additional comments on an issue are forthcoming, the Presiding Officer shall call the question. In addition, there may be a motion to vote on the previous question, which, being ordered by a two-thirds (2/3) affirmative vote of the members voting in person, shall terminate all debate and bring the body to direct vote upon the immediate question or questions on which it has been asked and ordered. All incidental questions of order arising after a motion is made for the previous question, and pending such motion, shall be decided, whether on appeal or otherwise, without debate.

6. **Order of Business.**

a. **For the Annual Meeting of the Members.**

Call to order at the appointed time

Appointments

Recorder

Parliamentarian

Timekeeper

Others

Ascertainment of Quorum

RESOLUTION B-05

CONFLICTS OF INTEREST

1. **Purpose.** This Resolution provides policy regarding conflicts of interest for members of the Board of Directors, officers, employees, and committee members of the Ocean Pines Association, Inc. ("Association").

2. **Authority.** Article ~~TENTH-NINTH~~ of the Charter of the Association requires Directors and officers to disclose a financial or other interest in contracts or transactions of the Association. Article ~~THIRD-SEVENTH~~ of the Charter authorizes the Board of Directors to establish committees and appoint the members of those committees. Article V, Section 5.14(d) of the By-laws of the Association authorizes the Board of Directors to establish conditions of employment for all employees of the Association.

3. **Policy.**

a. **Conflict of Interest.** ~~No Director, officer, employee, or committee member of the Association shall recommend a course of action or make a decision on behalf of the Association with respect to any matter in which he has, or hopes to have, a direct or indirect financial interest or in which a family member or employer (other than the Association) has, or hopes to have, a financial interest. No Director, officer, employee or committee member of the Association shall knowingly misrepresent facts in order to achieve any measure of personal gain in any matter for themselves or any affiliated company from which he or his family member may benefit. All decisions must be made with the best interest of the Association in mind.~~

This policy shall not prohibit the furnishing of unbiased factual information for recommendation or action by others. Directors, officers, employees, and committee members shall be alert to, and sensitive to, any appearance of a conflict of interest and shall avoid such appearances.

b. **Confidential Information.** No Director, officer, employee, or committee member shall use confidential information received in the course of his Association duties to benefit any person, company, corporation, or proprietorship. No Director, officer, employee or committee member shall disclose confidential Association business or information outside of the Board of Directors without the prior approval of the Board of Directors or except as otherwise permitted or necessary in working with the Association's legal counsel.

c. **Gifts and Gratuities.** No Director, officer, employee, or committee member shall accept gifts or gratuities from a corporation, company, proprietorship, or person seeking or doing business with the Association. Exceptions: meals of nominal value during the course of meetings at which Association business is discussed or gifts which are clearly based on relationships not related to the Association such as family or long standing social relationships.

4. **Definitions.**

a. Matter. Matter includes, but is not limited to, a purchase, a contract, any action (such as a resolution or approval of a contract or purchase), a personnel action or disposal of Association assets.

b. Financial Interest. Financial Interest includes, but is not limited to, a partial or total ownership of a company, partnership, or proprietorship involved in a matter, or potentially involved in a matter, either as the prime participant or as a subcontractor or supplier. It also includes a fee, wage, or salary relationship with the prime participant, subcontractor, or supplier whether or not the fee, wage, or salary is directly related to the matter. Financial interest does not include ownership of, or control over, publicly traded securities in which the number of securities held is insufficient to influence the decisions of the issuer.

c. Family Member. A spouse, father, mother, brother, sister, son, daughter, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law or grandchild who has a Financial Interest as defined in paragraph 4.b and the interest is known by the Director, committee member, officer, or employee.

d. Employer. A company, partnership, proprietorship, or individual which furnishes compensation to or which is discussing or negotiating future compensation with a Director, officer, employee, or committee member of the Association whether or not the compensation is related to the matter.

5. Notification. In any situation where any appearance of a conflict of interest could exist, i.e., when a Director, his company, his family member, or friend would be benefited by a decision of the Board of Directors, the conflicted Director must fully disclose the nature of the conflict in writing to the Board of Directors at the earliest opportunity. Any self-dealings or dealings with related parties must be fully disclosed to the Board of Directors. All contracts or decisions in which a Director has a conflict of interest must be approved by the majority of the remaining Directors and must be fair and reasonable to the Association.

Any ~~Director, officer,~~ or committee member of the Association who has or may have a conflict of interest or who has or may have the appearance of a conflict of interest shall notify the Board of Directors and shall refrain from making recommendations or taking action with respect to the matter. Any employee who has or may have a conflict of interest or the appearance of a conflict of interest shall notify the General Manager through normal reporting channels and shall refrain from making recommendations or taking action with respect to the matter.

6. Remedies. Any Director, officer, employee, or committee member of the Association may be removed from his position for violation of this policy.

7. Effective Date: November 19, 2008

Adopted by the Board of Directors on November 19, 2008

/S/ David M. Stevens President Attest: /S/ Les Pureell Secretary

Review History:

General Manager: /S/ Thomas J. Olson

Date: December 4, 2008

RESOLUTION B-06

INDEMNIFICATION POLICY

1. **Purpose.** This Resolution states the policy whereby the Ocean Pines Association, Inc. indemnifies current and past volunteers, employees, and agents who provide services or perform functions on behalf of the Association. While acting on behalf of the Association, these individuals may become subject to claims by third parties seeking to hold them liable for such activities. If they are held liable, it is in the Association's best interest to indemnify them if they were acting in good faith and within the authorized scope of employment, and to indemnify them for their reasonable expenses in defending such claims, to the extent permitted by law.

2. **Authority.** Article ~~EIGHTH-SEVENTH~~ of the Charter states the Association may indemnify a representative of the Association, in addition to Directors and officers, in connection with a proceeding to the fullest extent of Section 2-418 of the Corporations and Associations Article of the Annotated Code of Maryland.

3. **Conditions of Indemnification.** Indemnification ~~shall~~may be given only to those persons who are acting in good faith and within the scope of their designated authority and shall not extend to those persons who exceed the scope of the designated authority or who act outside the authority granted by the Association, who act in bad faith, or who act with active and deliberate dishonesty.

4. **Indemnification of Volunteers.** In the event persons not employed by the Association act as volunteers for official functions of the Association and are acting upon the request of the Association, they ~~shall~~may be indemnified and held harmless by the Association for all activities, actions, and other matters performed within the scope of the requested activity.

5. **Indemnification of Employees and Agents.** Employees and agents of the Association who are acting within the scope of their delegated authority ~~shall~~may be indemnified and held harmless by the Association for all actions performed within the scope of their employment or agency.

6. **Approval of Indemnification.** Indemnification shall be made only for specific proceedings and after a determination that it is permissible under the law. Indemnification shall be approved in accordance with Section 2-418 of the Corporations and Associations Article of the Annotated Code of Maryland and Article EIGHTH of the Charter.

7. **Effective Date:** November 19, 2008

Adopted by the Board of Directors on November 19, 2008

/S/ David M. Stevens President Attest: /S/ Les Purell Secretary

Review History:

General Manager: /S/ Thomas J. Olson Date: December 4, 2008

Legal: _____ Date: _____

By-laws and Resolutions Advisory Committee: /S/ James Trummel

Date: December 5, 2008

ATTACHMENT 2

OPA Board/Advisory Committee Charging Document

Requested for Performance by: Board

Bylaws and Resolutions Advisory Committee

Submitted by: OPA Board Liaison

For inclusion in meeting to be held on: May 20, 2023

Request: The Board requests the Bylaws and Resolutions Advisory Committee to:

The Bylaws and Resolutions Advisory Committee requests the Board to:

Background: Review Resolution M-07, Bulkhead and Waterway Maintenance and enact any changes it deems necessary. This resolution was discussed at the March, 23, 2022 Board meeting however, it appears that no further action has been taken.

Discussion: While it would be timely to review the entirety of Resolution M-07, the Bylaws and Resolutions Committee calls the Boards attention to Section 4(a) Canal Depth. It is possible that any change to canal depth requirements would entail discussions with and perhaps approvals from the appropriate State and Federal agencies. The Bylaws and Resolutions Committee is not recommending any changes to M-07.

Committee Chair: Lora Pangratz Date: 5/12/23

Board Liaison: Steve Jacobs Date: 5/13/23

Board Secretary: _____ Date: _____

385 Ocean Pkwy

OCEAN PINES ASSOCIATION ADVISORY COMMITTEE APPLICATION

1. Name of Applicant: Nancy Radkew
2. Address: 26 Forestal Circle Newark, DE 19711
3. Email: nancadoo@aol.com

4. Telephone: 267-225-4784 Property Owner for 10 (years)

5. Committee in which you would like to be involved:
- | | | |
|---|----------------|-------|
| <input checked="" type="checkbox"/> Aquatics | Re-Appointment | _____ |
| <input type="checkbox"/> Architectural Review | Re-Appointment | _____ |
| <input type="checkbox"/> Budget & Finance | Re-Appointment | _____ |
| <input type="checkbox"/> By-Laws & Resolutions | Re-Appointment | _____ |
| <input type="checkbox"/> Clubs | Re-Appointment | _____ |
| <input type="checkbox"/> Communications | Re-Appointment | _____ |
| <input type="checkbox"/> Elections | Re-Appointment | _____ |
| <input type="checkbox"/> Environment & Natural Assets | Re-Appointment | _____ |
| <input type="checkbox"/> Golf | Re-Appointment | _____ |
| <input type="checkbox"/> Marine Activities | Re-Appointment | _____ |
| <input type="checkbox"/> Racquet Sports | Re-Appointment | _____ |
| <input type="checkbox"/> Recreation & Parks | Re-Appointment | _____ |
| <input type="checkbox"/> Search | Re-Appointment | _____ |
| <input type="checkbox"/> Strategic planning | Re-Appointment | _____ |
| <input type="checkbox"/> Other _____ | Re-Appointment | _____ |

Potential Term: 1st 2nd 3rd ~ Term will expire: _____

6. Why do you want to be on this Committee? Interested in helping our aquatics be all it can be. I attend the pools regularly and am happy to assist the team & members

7. What knowledge/input can you offer to this Committee? Was a lifeguard for 27 countries, ran international operations for 27 countries dealing in consistent improvement.

Signature Nancy Radkew Date 5-5-23

1st Endorsement from Committee Chairperson:
Comment: I strongly suggest that the Board approve
Signature Nancy Radkew Date 5/5/23

2nd Endorsement from Board Liaison to Committee:
Comment: Had to recommend this individual!
Signature Paul Gray Date 5/5/23

Board Action: _____ Date: _____
President's Signature _____ Date _____

**OCEAN PINES ASSOCIATION
ADVISORY COMMITTEE APPLICATION**

1. Name of Applicant: Tracy Reddell

2. Address: 12 Leslie Mews

3. Email: Tracy.Reddell@cbmove.com

4. Telephone: 443-504-4107 Property Owner for _____ (years)

5. Committee in which you would like to be involved:

<input checked="" type="checkbox"/> Aquatics	Re-Appointment	_____
<input type="checkbox"/> Architectural Review	Re-Appointment	_____
<input type="checkbox"/> Budget & Finance	Re-Appointment	_____
<input type="checkbox"/> By-Laws & Resolutions	Re-Appointment	_____
<input type="checkbox"/> Clubs	Re-Appointment	_____
<input type="checkbox"/> Communications	Re-Appointment	_____
<input type="checkbox"/> Elections	Re-Appointment	_____
<input type="checkbox"/> Environment & Natural Assets	Re-Appointment	_____
<input type="checkbox"/> Golf	Re-Appointment	_____
<input type="checkbox"/> Marine Activities	Re-Appointment	_____
<input type="checkbox"/> Racquet Sports	Re-Appointment	_____
<input type="checkbox"/> Recreation & Parks	Re-Appointment	_____
<input type="checkbox"/> Search	Re-Appointment	_____
<input type="checkbox"/> Strategic planning	Re-Appointment	_____
<input type="checkbox"/> Other _____	Re-Appointment	_____

Potential Term: 1st 2nd 3rd ~ Term will expire: _____

6. Why do you want to be on this Committee? I love this community and I want the amenities to be awesome so we can keep people happy and attract new people.

7. What knowledge/input can you offer to this Committee? Former Board Member for Habitat for Humanity

Tracy Reddell _____ 4/17/23
Signature Date

1st Endorsement from Committee Chairperson:
Comment: I strongly recommend that Tracy be approved!

Dary W Miller _____ 4/20/23
Signature Date

2nd Endorsement from Board Liaison to Committee:
Comment: A VERY STRONG AND CAPABLE ADD TO THE COMMITTEE.

Pat Daly _____ 5/9/2023
Signature Date

Board Action: _____ Date: _____

President's Signature Date