



TOWN OF CHEVERLY, MARYLAND  
MAYOR AND TOWN COUNCIL

TOWN MEETING  
Thursday, February 14, 2019

7:00PM

Closed Session:

Pursuant to § C-13 of the Town Charter, the Mayor and Council of the Town of Cheverly will go into a closed session at 7:00PM, Thursday, February 14, 2019 at Cheverly Town Hall, 6401 Forest Road, Cheverly, MD 20785.

Pursuant to Maryland Code, § 3-101 et seq., of the General Provisions Article, the Mayor and Council will vote to close the meeting pursuant to § 3-305(b), to discuss personnel matters, § 3-305(b)(1), and to consult with counsel to obtain legal advice, § 3-305(b)(7).

8:00PM

AGENDA

1. Call to Order
2. Pledge of Allegiance
3. Approval of Agenda
4. Approval of Minutes
  - a. December 13, 2018
  - b. January 10, 2019
5. Ward 2 Vacancy
6. Interim Town Administrator Report
  - a. Kilmer Park Master Plan
  - b. Budget Update
7. Acting Chief of Police Report
8. Committee Reports
  - a. Cheverly Day Committee
  - b. Green Infrastructure Committee
  - c. Planning Board Report
  - d. Recreation Council
9. Citizen Input
10. Air Quality Monitoring Project
11. Awarding Contract for 4 Wheel Drive Dump Truck with Plow and Spreader

12. Stormwater Filtration Project – Cheverly Avenue Bump-Outs
13. Appointments to Planning Board
14. Ordinance 19-01: Amending the Town Code Re: Purchasing Procedures: Second Reader
15. Ordinance 19-02: Revising Procurement Procedures: Second Reader
16. Ordinance 19-03: Revising the Town Code Re: Personnel (Holidays): Second Reader
17. Amending Interim Administrator Contract
18. Council Announcements
19. Adjournment

Next Meetings of the Mayor and Town Council

February 28, 2019	Worksession	7:30pm
March 14, 2019	Town Meeting	8pm

**6. Interim Town Administrator Report**  
**a. Kilmer Park Master Plan MEMO**



## MEMO

Date: February 7, 2019

To: Mayor and Council

From: David J. Deutsch  
Interim Town Administrator

A handwritten signature in blue ink, appearing to read "DJD", is placed over the name "David J. Deutsch" in the "From:" field.

Subject: Kilmer Park

In November 2018 the Mayor and Council approved a \$600 grant to the Green Infrastructure Committee to retain a consultant to prepare a plan for the Food Forest at Kilmer Park. The intended consultant ended up wanting more money than the \$600.

The Green Infrastructure Committee and the Planning Board both endorse a different approach. They are recommending that a Master Plan be prepared for the park. It was suggested that there may be some low cost or even pro bono consulting available. However, it would be useful for the Mayor and Council to allocate up to \$5000, if needed, to retain a consultant to produce a Master Plan for the park.

## 5. Acting Chief Towers Police Department Report



# Memo

**To:** Town Administrator, Mayor and Council  
**From:** Jarod Towers, Acting Chief of Police #1682  
**Date:** February 14, 2019  
**RE:** Crime Report for **January 2019**

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## **Crime/Enforcement Report:**

*For January 2019, there were 13 reported crimes: 1 assault, 2 burglaries (both Residential), and 10 thefts.*

There was one use of force incident.

There were 23 adult arrests and 0 juvenile arrests. Of the 23 adult arrests, 2 were for DUI/DWI, 9 were for open warrants, 1 for fleeing the scene of an accident, 1 for possession of stolen property, 5 for theft (shoplifting), and 5 were for narcotic related offenses.

The department responded to 239 calls for service, completed 42 house checks, 10 elder watch checks, wrote 48 police and 12 accident/collision reports.

The department made 215 traffic stops and issued 177 citations, 193 warnings, and 39 safety equipment repair orders, and 9 parking citations.

## **Community Outreach:**

On Wednesday, January 16, 2019, we hosted our first Coffee with the Chief event. Coffee with the Chief is hosted the 3<sup>rd</sup> Wednesday of every month, from 7am – 10am. The next scheduled Coffee with the Chief is Wednesday, February 20, 2019.

The Cheverly Police Department attended the American Legion's 1<sup>st</sup> Annual Neighbor Meet n' Greet, held on Saturday, January 26, 2019. During the event we were able to assist citizens in signing up for some of the programs provided by the department, including 2 ride-alongs and 2 home security surveys.

We have begun discussions with local schools to gain an understanding of each of their emergency/security plans. On January 30, the department hosted a meeting with the leaders of our schools and will be reaching out to those who could not attend to ensure that conversation continues. Just yesterday, February 13, the department participated in a lock down drill at Gladys Noon Spellman Elementary and provided feedback, to Principal Smith, on what the school can do to improve safety for students and staff. Participation in lockdown drills allows the department to gauge each facilities' strengths and weaknesses to collectively implement improvements.

The search for a mass notification system has been narrowed down to two providers. We began the process of assessing each providers', pricing, features, and ease of usage for community members, to make a final decision.

### **Administrative Report:**

On Friday, January 11, 2019, Detective Kvech #1694 was appointed as the department's new CID detective.

There were three citizen complaints filed, all of which were submitted by one citizen.

There was one complaint filed by a supervisor.

There were two departmental collisions, one of which was found to be avoidable. The other collision, involving a patrol vehicle being struck in the rear, was found to be unavoidable on the part of the officer.

The department received four applications for the position of police officer. Of those four, one is being processed, one was offered employment but declined due for financial reasons, and two were not selected after the oral interview.

2019

# CHEVERLY POLICE DEPARTMENT STATISTICS

## CRIME STATS

[illegible][illegible][illegible]

## CODE ENFORCEMENT

[illegible]



Cheverly Police Department  
CALLS FOR SERVICE TOTALS

1/1/2019

To

2/1/2019

Incident Type	Total
911 DISCONNECT	28
ACCIDENT	25
ANIMAL COMPLAINT	3
ARMED PERSON	1
ASSAULT COMBINED	1
ASSIST	2
ASSIST FIRE EMS	2
BLS COMBINED	1
BREAK IN IN PROGRESS	1
BREAK IN REPORT	1
CHECK WELFARE	4
CHECK WELFARE COMBINED	2
CVA ABUSE	1
DEPT ACCIDENT PD	2
DISORDERLY	17
DISPUTE W/ WEAPONS	1
DOMESTIC	9
DOMESTIC COMBINED	1
DOMESTIC W/ WEAPON	1
DWI DRIVER	1
FAMILY DISPUTE	9
FIGHT	1
FOUND	2
FRAUD	2
GUNSHOTS	5
HIT AND RUN	7
IMPOUND	1
INJURED PERSON	1
LOCK OUT/IN COMBINED	1
LOST PROPERTY	3
MISC POLICE INCIDENT	7
MISSING PERSON	1
NOISE COMPLAINT	1
OPEN DOOR WINDOW	1
PREMISE CHECK	7

PROPERTY ALARM	1
PROPERTY DAMAGE	3
RESIDENTIAL ALARM	15
SHOOTING	1
SHOPLIFTING	2
STOLEN VEH	3
SUBJECT STOP	8
SUSPICIOUS AUTO	4
SUSPICIOUS OCC AUTO	10
SUSPICIOUS PERSON	6
THEFT FROM AUTO	3
THEFT J O	2
THEFT REPORT	5
TRAFFIC COMPLAINT	4
TRAFFIC HAZARD	1
TRESPASSING COMPL	2
UNKNOWN TROUBLE	9
VEHICLE ACCIDENT COMBINED	4
WARRANT INVEST	1
WARRANT SERVICE	2
Total Calls -->	239

**CHEVERLY POLICE DEPARTMENT  
Case Reports Written**

**1/1/2019**

To

**2/1/2019**

Date	Time	Report No.	Subject	Disposition	Workflow Stage	ID
<b>BILO, NICHOLAS # 1701</b>						
01/28/2019	17:03	19-0005593-002	Theft from Auto	Not a Crime/Other Service	Officer	1701
Total for # 1701 >>						1
<b>ECONOMES, MICHAEL # 1687</b>						
01/01/2019	22:59	19-0000230-001	CDS-PWID- Marijuana	Arrest	Work-Complete	1687
01/02/2019	22:13	19-0000487-001	Miscellaneous Police Service	Not a Crime/Other Service	Work-Complete	1687
01/05/2019	14:55	19-0001094-001	Open Door	Not a Crime/Other Service	Work-Complete	1687
01/06/2019	12:45	19-0001266-001	Trespassing	Active	Work-Complete	1687
01/15/2019	16:47	19-0002999-001	Poss-CDS-Marijuana < 10 grams	Not a Crime/Other Service	Work-Complete	1687
01/17/2019	02:27	19-0003329-001	Fleeing & Eluding	Active	Work-Complete	1687
01/20/2019	01:11	19-0003969-001	DUI	Arrest	Work-Complete	1687
01/21/2019	17:37	19-0004220-001	THEFT (Shoplifting)	Criminal Citation / Summons	Work-Complete	1687
01/21/2019	21:16	19-0004247-001	Poss-CDS-Marijuana 10 grams+	Criminal Citation / Summons	Work-Complete	1687
01/29/2019	21:31	19-0006084-001	Theft (Shoplifting)	Arrest	Work-Complete	1687
01/29/2019	21:38	19-0006084-002	False Statement to Peace Officer	Criminal Citation / Summons	Work-Complete	1687
Total for # 1687 >>						11
<b>GENNA, KEVIN # 1704</b>						
01/02/2019	20:28	19-0000466-001	Domestic Dispute	Not a Crime/Other Service	Work-Complete	1704
01/07/2019	01:42	19-0002031-001	Traffic Stop w/ Recovered Marijuana	Not a Crime/Other Service	Work-Complete	1704
01/10/2019	22:10	19-0002213-001	Traffic Stop w/ Recovered Marijuana (12g)	Criminal Citation / Summons	Work-Complete	1704
01/11/2019	23:58	19-0002481-001	DUI/ DWI Arrest	Arrest	Work-Complete	1704
01/15/2019	23:59	19-0003078-001	Injured Person	Not a Crime/Other Service	Work-Complete	1704
01/16/2019	21:54	19-0003283-001	T - Traffic Stop	Not a Crime/Other Service	Work-Complete	1704
01/21/2019	22:14	19-0004258-001	Recovered Stolen Vehicle/ Arrest	Arrest	Work-Complete	1704
01/30/2019	11:06	19-0006155-001	Fraud Report	Active	Work-Complete	1704
Total for # 1704 >>						8
<b>KVECH, ANDREW # 1694</b>						
01/08/2019	01:59	19-0001584-001	Death Investigation	Not a Crime/Other Service	CHVP Records	1694
Total for # 1694 >>						1
<b>LAMB, JASON # 1673</b>						
01/02/2019	14:50	19-0000373-001	Property Damage	Not a Crime/Other Service	Work-Complete	1673
01/19/2019	10:55	19-0003843-001	Warrant Arrest	Arrest	Start	1673
Total for # 1673 >>						2
<b>PYLES, ELIZABETH # 1702</b>						
01/02/2019	14:30	19-0000393-001	Found Property	Not a Crime/Other Service	Work-Complete	1702
01/03/2019	14:30	19-0000635-001	Property Damage	Not a Crime/Other Service	Officer	1702
01/09/2019	15:52	19-0001919-001	Lost Property	Not a Crime/Other Service	Work-Complete	1702
01/24/2019	15:45	19-0004902-001	FRAUD	Active	Work-Complete	1704
01/24/2019	15:46	19-0004903-001	Child Neglect	Active	Work-Complete	1702
01/25/2019	13:50	19-0004903-002	Child Neglect	Active	Work-Complete	1702
Total for # 1702 >>						6
<b>SOARES, MORGAN M # 1705</b>						
01/05/2019	22:44	19-0001164-001	Theft of services	Active	Work-Complete	1705



01/19/2019	14:56	19-0003888-001	Death Report	Not a Crime/Other Service	Work-Complete	1705
01/27/2019	18:51	19-0006666-001	CDS recovery	Not a Crime/Other Service	CHVP Records	1705
01/27/2019	20:50	19-0005633-001	SUBJECT STOP	Active	Work-Complete	1705
01/28/2019	00:36	19-0005675-001	Criminal Citation	Criminal Citation / Summons	CHVP Records	1705
01/28/2019	18:46	19-0005846-001	THEFT FROM AUTO	Active	CHVP Records	1705
01/28/2019	23:38	19-0005891-001	CDS ARREST MARIJUANA 10+	Arrest	Work-Complete	1705
01/31/2019	22:35	19-0006487-001	CDS possession of Marijuana 10+	Arrest	Officer	1705
Total for # 1705 >>						8
TOWERS, JAROD # 1682						
01/30/2019	14:28	19-0006212-001	Disorderly Subject (Persaud)	Active	Work-Complete	1704
Total for # 1682 >>						1
WEBB, FRANCIS # 1674						
01/08/2019	16:49	19-0001700-001	Break and Entering	Active	Work-Complete	1674
01/17/2019	17:42	18-0070756-002	THEFT FROM AUTO Arrest	Arrest	Work-Complete	1674
01/26/2019	10:41	19-0005332-001	Breaking and Entering	Active	Work-Complete	1674
01/27/2019	16:03	19-0005593-001	Theft from Auto	Active	Work-Complete	1674
01/27/2019	16:31	19-0005600-001	THEFT Arrest	Criminal Citation / Summons	Work-Complete	1674
01/31/2019	06:17	19-0006305-001	THEFT FROM AUTO	Active	Work-Complete	1674
01/31/2019	12:45	19-0006390-001	THEFT Arrest	Arrest	Work-Complete	1674
Total for # 1674 >>						7
WHITE, SPENCER A # 1710						
01/09/2019	15:44	19-0001913-001	THEFT	Active	Work-Complete	1710
01/12/2019	20:30	19-0003161-001	HIT AND RUN	Arrest	Start	1682
01/23/2019	21:25	19-0004746-001	T - Traffic Stop	Not a Crime/Other Service	Work-Complete	1710
Total for # 1710 >>						3
Total Reports >>						48

## 11. Awarding Contract for 4 Wheel Drive Dump Truck with Plow and Spreader MEMO

February 7, 2019

## **Memo**

**To:** David Deutsch, Interim Town Administrator

**From:** Juan Luis Torres, Director of Public Works

**Subject:** Recent Public Works Vehicle Bid Results

The Department of Public Works , following the Town's procurement practices, publicly advertised, emailed and hand carried to vendors, the necessary documents and specifications related to the purchase of a **"4 wheel drive, diesel, medium duty dump truck with plow and spreader."**

The Town received one bid from **Ricart Ford – 4255 South Hamilton Road Groveport, Ohio 43125** for **\$86,481.00**; an amount that not exceeding the Mayor and Town Council FY 18 appropriated funds.

Hereby it is recommended that the Mayor and Town Council give consideration to the single bid by awarding it to the one vendor that participated in the procurement process, **Ricart Ford of Ohio.**

## 12. Stormwater Filtration Project – Cheverly Avenue Bump-Outs MEMO

February 7, 2019

## **Memo**

**To:** David Deutsch, Interim Town Administrator

**From:** Juan Luis Torres, Director of Public Works

**Subject:** Letter of Support

The **Low Impact Development Center**, the same entity that designed the storm water cleaning pools at **Boyd Park** is interested in designing a concept to incorporate/install storm water cleaning pools within the existing Cheverly Avenue 'bump outs.'

In order to begin this "design concept," at no cost to the Town, they would like a letter of support in order to obtain a grant from the **Chesapeake Bay Trust**.

Please understand that this grant is not for construction. The grant that the LID center would apply for from the CBT would address the "design concept" only. Afterwards, when the concept is completed it would be presented to the Town's stakeholders and if given the green light, the LID center would then apply for a construction grant from the CBT.

In order to move forward please consider asking that the Mayor and Town Council to provide the necessary signature/s to the accompanying letter.

### 13. Appointments to the Planning Board





## MEMO

Date: February 7, 2019

To: Mayor and Council

From: David J. Deutsch   
Interim Town Administrator

Subject: Planning Board

Councilmember Eldridge recommends the following individuals to be appointed to the Planning Board: Megan Mattaliano Kiel and Joyce Tsepas. Their resumes are attached.

# Megan Mattaliano Kiel AIA, LEED Green Associate

## Architect and Project Manager



### Education

Virginia Tech, Masters of Architecture, 2013

Catholic University, Bachelor of  
Science in Architecture, 2011

### Years in Practice

7

### Registrations

MD Architect License #5211188  
USGBC #10817780- LEED GA

### Professional Affiliations

AIA  
USGBC  
NCARB

Megan brings more than 7 years of experience in Residential and Urban Design. She is particularly adept at fostering collaboration and understanding between design professionals, developers, and the community. Her breadth of experience includes documentation and construction of residential projects, ranging from market-rate to low-income, multi-family to age-restricted, as well as mixed-use and student residences.

### Select Experience

#### Urban Green, Urbana, MD

Urban Green is a multi-family development with a combination of mixed-use residential units and retail space as well as garden style apartment buildings. Equipped with elevators and trash chutes, the mixed-use development is built on a podium slab with four floors of residential units above structured parking garage. The garden style apartments are located toward the rear of the site and are connected with breezeways. Amenities for the new, garden-style development include a clubhouse with a swimming pool and fitness center, walking and jogging trails throughout the site and tot lots for resident use.

#### Jackson Place, Richmond, VA

Mixed-income, mixed-use community development in the history Jackson neighborhood of Richmond, Virginia. The client is Community Preservation and Development Corporation of Washington, DC. The project includes street front retail, affordable housing for seniors and market-rate housing for families with one level of structured parking. The residential components will have separate building entries and amenities. The project includes the rehabilitation of an existing convent structure on one corner of the site and an adjacent historic pocket park.

#### Culpepper Gardens I, Arlington, VA

Culpepper Garden consists of three interconnected properties (CG I, II and III) for elderly low-income seniors in Arlington, Virginia. The significant renovation for Culpepper Garden I allows improvement in comfort, energy efficiency and accessibility of the building.

#### Woodland Hill Senior Housing, Arlington, VA

The 1970's handicap accessible apartments underwent renovation to meet UFAS and ANSI requirements. All building finishes were replaced and the kitchens redesigned. Kitchens were opened in many cases with a pass thru by the removal of walls. All the windows were replaced, large areas of masonry and the building envelope were repointed and replaced respectively. The public and common areas were redesigned and the community room was enlarged. Work was completed with tenants in place, except for the accessible units where complete renovation required the tenants to be relocated during this phase of the work.

#### Lake Anne House, Reston, VA

Lake Anne House is an affordable housing that consists of two 8-story apartment buildings: Senior and Multi-family. The senior apartment building will consist of 237 units and the second phase multi-family unit will have 163 units.

#### Franklin Square Apartments, White Marsh, MD

Franklin Square Apartments is the newest multi-family development on the White Marsh section of Baltimore County. The 22.397 Acre site is located across the street from Essex Community College and in close proximity to services, public transportation and retail. 356 residential units are planned in 8 multi-family buildings. Franklin Square's layout seeks to promote walkability and a sense of urban community; the residential buildings are oriented around a common green space and connected with paths and sidewalks to a 2-story Clubhouse. Living options include 1 & 2 bedroom flats and 1, 2 & 3 bedroom Garden Apartments units, some with lofts. Most buildings include an underground parking garage, elevator access and private tenant storage facilities.

## Joyce Tsepas, AICP

2811 Parkway, Cheverly, MD 20785

Phone: (202) 390-6234, Email: joyce.tsepas@gmail.com

### SUMMARY of EXPERIENCE

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Planning professional with 14 years of experience collaborating with local and federal stakeholders to advance multi-modal transportation projects, neighborhood revitalization, public facilities, and parks and open space. Experience managing multidisciplinary teams and planning contracts between \$10,000 and \$2.2 million in value.

### EMPLOYMENT

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#### **VHB Metro DC: March 2017-Present**

Senior Project Manager: Washington, DC

Consultant in the DC Metro Area working to build VHB's local practice with services including urban design, landscape architecture, site civil, transit planning, transportation engineering, and environmental planning.

- **Business Development:** Led VHB's Planning and Design practice through a strategic planning effort, which resulted in an internal strategy for staff growth and a targeted business development plan.
- **Project Management:** Managed plans including the Crystal City BID's award winning CC2DCA project to build a direct connection between Crystal City and the airport; WMATA's asset study to evaluate bus amenities and wayfinding throughout the system; and VRE's L'Enfant Station study to expand VRE's station.
- **Technical Coordination:** Synthesized technical findings from staff with expertise in engineering, design, transit operations, NEPA planning, cost estimating, and economics/finance.
- **Proposal Development:** Led the development of over a dozen technical proposals for on-call and project-specific RFP's. Prepared for and presented in short list interviews.

#### **AECOM: September 2013-February 2017**

Urban Transportation Planning Manager: Washington, DC (Arlington, VA)

- **Team Management:** Oversaw AECOM's Urban Transportation Planning Group of 15 planners. Managed the group's overall work plan and supported growth opportunities for staff.
- **Project Management:** Managed plans including WMATA's "first mile/last mile" project to prioritize pedestrian/bike projects at 91 stations; NVTA's Long Range Transportation Plan to inform capital program priorities to reduce regional congestion; and DDOT's Dupont Circle North Park place-making project.
- **Stakeholder Engagement:** Developed public involvement plans, applied Title VI requirements, and facilitated outreach (agency coordination, social media, press, ESL activities, workshops, pop-ups, surveys).

#### **District of Columbia Office of Planning (OP): March 2008-August 2013**

Community Planner, Neighborhood Planning Division: Washington, DC

- **Project Management:** Led the Maryland Avenue SW Plan through Council Adoption. The plan developed an implementation strategy to deck a L'Enfant street above the CSXT rail corridor and re-establish the street grid, and build a mixed-use community in DC's federal office enclave through zoning incentives.
- **Agency and Elected Official Coordination:** Briefed Councilmembers and Advisory Neighborhood Commissioners (ANC's), and regularly served on agency teams including OP's Comprehensive Plan Update, OP's Temporary Urbanism Initiative, NPS's National Mall Plan, and NCPC's SW Ecodistrict.

- **Stakeholder Engagement:** Managed the Mid City East Plan covering 5 diverse neighborhoods in DC, and facilitated conversations with over 1,000 residents, property owners, and businesses in a dialog on parks and public facilities, historic preservation, commercial revitalization, and affordable housing.

**American Architectural Foundation:** August 2006-March 2008

Program Coordinator, Great Schools by Design: Washington, DC

- **Program Support:** Helped implement four School Design Institutes, modeled after the Mayors' Institute on City Design, by recruiting school superintendents to participate in a multi-day school facility workshop with expert designers. Organized two national forums about sustainable schools and community planning, through partnerships with the U.S. Green Building Council and University of Berkeley.
- **Grant Management:** Managed a grant program with over 30 applicants for school design recognition projects by establishing a website, developing selection criteria and forming a review panel, and organizing an award ceremony with former U.S. Secretary of Education Richard Riley.

**Urban Studio, Inc., Planning, Urban Design, Architecture:** August 2004-July 2006

Project Coordinator for the Cleveland Avenue Corridor Study: Atlanta, GA

- **Urban Design:** Prepared a land use and urban design strategy for Cleveland Avenue, which included a master plan with design guidelines for a regional hospital hub and commercial corridor in East Point, GA.

## EDUCATION

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**Master's in City and Regional Planning, Specialization in Urban Design:** December 2005

Georgia Institute of Technology

**Bachelor of Science in Architecture, Certificate in City Planning:** December 2003

Georgia Institute of Technology

## PROFESSIONAL DEVELOPMENT

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**Lambda Alpha International:** 2018

Inducted into the George Washington chapter of Lambda Alpha, the organization for Land Economics

**National Capital Area APA Conference:** 2012, 2014, 2018

Award recipient for outstanding firm contribution for the Crystal City BID's CC2DCA project, October 2018  
Mid City East Creative Engagement Strategy Presenter, June 2014 (Award Recipient for Public Involvement)  
Maryland Avenue SW Plan and Southwest Ecodistrict Presenter, November 2012

**ULI's Regional Land Use Leadership Institute:** 2016-2017

Selected to participate in ULI's program for mid-career professionals in the DC Metro Area

**Mass Transit Magazine's Top 40 Under 40 in Transit Planning:** 2015

Selected for leadership in stakeholder engagement (September Issue 2015)

**Climate Ride:** May 2012

Completed a 300 mile bike ride from NYC to DC for pedestrian and bike advocacy

**CityVision at the National Building Museum:** 2011-2012

Volunteer planning instructor and juror for DC Public School middle school students

## Briefing MEMO from the Attorney

From: Town Attorney

To: Mayor and Council

Cc: Town Administrator, Town Clerk

Date: February 9, 2019

Subj: Procurement Ordinance 2019-01 Adding Chapter 28 to the Town Code  
Procurement Ordinance 2019-02 Amending Existing Chapter 24

### **Agenda Packet Briefing Memo**

There are two procurement related ordinances before you on a second reading. They are related, but each will be addressed in turn for ease of reference.

#### **I. Ordinance 2019-01 Adding Chapter 28 to the Town Code.**

The current version of Chapter 24 of the Town Code has a confusing articulation of the procurement process that is not consistent with modern requirements and practices. The minimal procurement requirements set forth therein are also hidden within Chapter 24's discussion of public works contracts.

Ordinance 2019-01 creates a new Chapter 28 dedicated solely to procurement. It modernizes the Town's procurement policies, requires competitive bidding for projects over \$10,000, requires the Town Administrator to meet certain requirements in the contracting process, sets forth specific exceptions to competitive bidding requirements (including setting standards for piggy back contracts), establishes requirements for emergency procurements, and establishes a process for performance and payment bonds.

Proposed Chapter 28 also sets forth procurement standards when federal funds are used. It is envisioned that this section will be used rarely, but the Town should have such language in the event that some form of federal funding is made available to the Town.

#### **II. Ordinance 2019-02 Amending Existing Chapter 24.**

As indicated previously, Chapter 24 is currently a blend of procurement standards and the Town's contracting requirement for public works projects. Due to the creation of Chapter 28 to address the procurement process, an amendment to Chapter 24 was required so as to eliminate the conflicting procurement provisions found therein.

**14. Ordinance 19-01: Amending the Town Code Re: Purchasing Procedures: Second Reader**

**TOWN OF CHEVERLY  
ORDINANCE No.: 2019-01**

**An Ordinance whereby the Mayor and Council of the Town of  
Cheverly establish Chapter 28 of the Town Code for the purpose  
of setting forth procurement procedures.**

**WHEREAS**, pursuant to § C-23 of the Town's Charter, the Mayor and Council are vested  
with the authority to pass ordinances and take such measures as they may deem necessary for the  
good government and improvement of the Town; and

**WHEREAS**, the Mayor and Council have reviewed the Town Code's existing  
procurement provisions and found them to be incomplete and outdated; and

**WHEREAS**, the Mayor and Council have determined that adding a new Chapter to the  
Town of Cheverly Code regarding procurement will modernize the Town's procurement  
procedures and is necessary for the good government and improvement of the Town.

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and Council of the Town of  
Cheverly in regular session assembled, that Chapter 28 of the Town of Cheverly Code is hereby  
adopted as follows:

**CHAPTER 28**

**PROCUREMENT PROCEDURES**

**ARTICLE I**

**PROCUREMENT GENERALLY**

- 28-1. Purposes.
- 28-2. Scope.
- 28-3. Procurement, generally.
- 28-4. Competitive bidding.
- 28-5. Competitive bidding – Exceptions to requirements.
- 28-6. Open market procedures.
- 28-7. Multi-term contracts.
- 28-8. Emergency procurements.
- 28-9. Contract performance and payment bonds.



- 1 28-10 Contract extensions.  
2 28-11 to 28-14. Reserved.

3  
4 **ARTICLE II. PROCUREMENTS INVOLVING FEDERAL FUNDS**

- 5  
6 28-15. Procurements involving federal funds – generally.  
7 28-16. Solicitation protests.  
8 28-17. Contract award protest procedure.  
9

10 **ARTICLE I**  
11 **PROCUREMENT GENERALLY**

12  
13 **Sec. 28-1. Purposes.**

14  
15 The purposes of this chapter are to provide for an efficient, cost-effective and equitable system of  
16 public purchasing by the Town; to obtain the maximum purchasing value of public funds in  
17 procurement; to provide for a procurement system of quality and integrity; and to permit the  
18 continued development of procurement policies and practices.  
19

20 **Sec. 28-2. Scope.**

- 21  
22 A. Except as otherwise provided in the Charter or elsewhere in this chapter, Chapter 28 applies to  
23 every expenditure of public funds by the Town for public purchasing irrespective of its source.  
24 If there is a conflict with another provision in the Town Code, this Chapter controls.  
25  
26 B. When a procurement of disposition involves federal assistance or state funds or is subject to  
27 federal or state regulations for any reason, the procurement or disposition shall be conducted  
28 in accordance with any applicable mandatory federal and/or state laws or regulations.  
29  
30 C. Nothing in this chapter shall be construed as prohibiting or limiting the Town Council's right  
31 to make appointments under the Town's Charter or to authorize any procurement it deems to  
32 be in the best interest of the Town, or the Town's right to employ its own personnel for the  
33 construction or reconstruction of public improvements or for any other purpose without  
34 competitive solicitation.  
35

36 **Sec. 28-3. Procurement, generally.**

- 37  
38 A. The Town Administrator is authorized to purchase or contract for all, materials, supplies,  
39 equipment, services, and construction required by the Town in accordance with purchasing  
40 procedures prescribed by the Town Charter, this Chapter and such procedures and policies as  
41 he shall adopt for the internal management and operation of Town procurement, and such other  
42 rules and regulations which are from time to time prescribed by the Town Council.  
43  
44 B. In addition to any powers and duties prescribed by this chapter, the Town Administrator shall:

(1) Act to procure for the Town the highest quality in supplies and contractual services at the lowest expense to the Town;

(2) Endeavor to obtain as full and open competition as possible on all purchases and sales;

(3) Prescribe and maintain such forms as he shall find reasonably necessary to the operation of this chapter;

(4) Take advantage of the possibilities of buying "in bulk", so as to take full advantage of discounts;

(5) Act so as to procure for the Town all federal and state exemptions to which it is entitled;

(6) Have the authority to declare vendors who default on their quotations, irresponsible bidders, and to disqualify them from receiving any business from the Town for a stated period of time; and

(7) Sign all contracts.

C. The Town Administrator is authorized to adopt procedures and policies consistent with the Town Charter and this chapter governing procurement of all materials, supplies, services, equipment and construction required by the Town.

D. The Town Administrator is authorized to delegate the responsibilities outlined in this section with respect to the administration of procurement and making a written determination with respect to the award thereof to any Town department head or other Town employee if such delegation is deemed appropriate for an effective procurement.

**Sec. 28-4. Competitive bidding.**

A. Any purchase of materials, supplies, equipment, services or construction, when the estimated or known cost thereof exceeds ten thousand dollars (\$10,000.00) shall be authorized by the Town Council and such purchases shall be made after a competitive bidding process, unless a competitive bidding process is not required by the Town Charter.

B. Public notice of all required bidding shall be given in one issue of a newspaper having general circulation within the Town. Notice shall also be given by posting information relating thereto on the Town's website. Where required by law, public notice shall also be given by posting the request for proposals on eMaryland Marketplace. Such public notice shall be published not less than ten (10) days prior to the opening of bids. Copies of the notice shall be mailed to those prospective vendors and contractors who have requested that their names be replaced on

1 the list of potential bidders maintained by the Town for the type of item or service that is the  
2 subject of the bid or RFP. The notice required herein shall include a general description of the  
3 item or service sought to be purchased, shall state where bid specifications may be obtained,  
4 and the time and place for opening bids.  
5

6 C. Bid security if required by the invitation to bid or the request for proposals shall accompany  
7 each bid. In no event shall the amount of the bid security exceed five percent (5%) of the total  
8 amount of the bid or proposal.  
9

10 D. The closing date and time for receiving bids shall be during normal business hours of the Town.  
11 Bids shall be identified as bids on the envelope. Bids shall be publicly opened in a room  
12 suitable for accommodating persons who may wish to be present immediately following the  
13 closing of the time for the receiving of bids and shall be publicly read. All bids received shall  
14 be tabulated and, upon request, a copy of the tabulation shall be furnished to each vendor.  
15

16 E. The Town Administrator or the Town Council shall have the right to reject any or all bids,  
17 parts of all bids, or all bids for any one or more supplies or contractual services included in the  
18 proposed contract, when such action would be in the best interests of the Town.  
19

20 F. For the purchases or contracts for which the taking of competitive bids is required, the Town  
21 Administrator shall furnish the Town Council a tabulation of all bids, the Town  
22 Administrator's recommendation as to award of the bid and such other information as the  
23 Town Council may need or shall require. The Town Council shall award the purchase and  
24 authorize the Town Administrator to enter into a contract with that bidder offering the best bid.  
25

26 G. In determining the best bid, the Town Administrator, and the Town Council shall give  
27 consideration to those items included in the bid documents.  
28

29 H. When the Town Administrator recommends award to other than the lowest bidder, he shall  
30 have caused to be prepared for the Town Council a full and complete statement of the reasons  
31 for placing the order elsewhere.  
32

33 **Sec. 28-5. Competitive Bidding – Exceptions to requirements.**  
34

35 Subject to the approval of the purchase by the Town Council, the requirements for the taking of  
36 competitive bids shall not be required if:  
37

- 38 (1) The Town Council, by resolution, waives the requirement for the taking of competitive  
39 bids and authorizes a negotiated purchase or contract upon its determination that it is  
40 in the best interests of the Town or that an emergency exists;  
41

1 (2) A competitive bid procedure is not required by the Town Charter because the purchase  
2 is for professional services; or  
3

4 (3) It is advantageous for the Town to piggyback on an existing contract entered into by  
5 another governmental entity provided that:  
6

7 a. The existing other governmental contract was competitively procured  
8 within the last eighteen (18) months;  
9

10 b. The Town Administrator obtains three informal quotes and the expense  
11 to the Town of the proposed piggyback contract is lower than the  
12 informal quotes;  
13

14 c. The proposed piggyback contract is for identical goods or services as  
15 are in the existing other governmental contract; and  
16

17 d. The Town Administrator obtains copies of the solicitation document,  
18 scoring sheets and/or bid tabulation, evidence of contract award and the  
19 executed contract relating to the existing other governmental contract or  
20 explains in writing to the Mayor and Council why the piggyback  
21 contract is recommended in the absence of some or all of the  
22 documentation listed in this subparagraph d.  
23

24 **Sec. 28-6. Open market procedures.**  
25

26 All Purchases of materials, equipment, supplies, services and construction, the estimated or known  
27 value of which is such that the approval of the Town Council is not required may be made in the  
28 open market upon the authorization of the Town Administrator, without newspaper advertisement,  
29 all open market purchases shall, whenever possible, be made from the supplier offering the best  
30 quotation and opportunity shall be given to at least three (3) suppliers, when possible, to furnish  
31 the Town with produce or service and price information and to be considered in the making of  
32 purchases.  
33

34 **Sec. 28-7. Multi-term contracts.**  
35

36 A contract for goods, insurance, construction, equipment or services may be entered into for any  
37 period of time deemed to be in the best interest of the Town provided the term of the contract and  
38 conditions of renewal or extension, if any, are included in the solicitation and funds are available  
39 for the first fiscal period at the time of contracting. Contracts, the term of which spans more than  
40 one fiscal year, shall be subject to the appropriation of funds therefore in subsequent fiscal years.  
41 When funds are not appropriated or otherwise made available to support continuation of  
42 performance in a subsequent fiscal period, the contract shall be canceled with no penalty to the  
43 Town.

1  
2 **Sec. 28-8. Emergency procurements.**  
3

4 A. The Town Administrator may authorize emergency procurements of supplies, materials,  
5 equipment, services, insurance, or construction in an amount not to exceed fifty thousand  
6 dollars (\$50,000.00).  
7

8 B. Emergency procurements shall be made with such competition as is practical under the  
9 circumstances.  
10

11 C. As soon as practicable, a record of each emergency procurement shall be made containing the  
12 following:  
13

14 (1) A written explanation of the circumstances of the emergency;  
15

16 (2) A tabulation of bids or quotes received, if any; and  
17

18 (3) The contractor's name, the amount and type of contract, a listing of the items  
19 procured under the contract.  
20

21  
22 **Sec. 28-9. Contract performance and payment bonds.**  
23

24 A. When a construction contract is awarded, the following bonds or other security, in a form  
25 satisfactory to the Town, shall be delivered to the Town and shall become binding on the parties  
26 upon the execution of the contract.  
27

28 (1) A Performance Bond payable to the Town, executed by a surety company  
29 authorized to do business in this state, or the equivalent in cash or other security,  
30 conditioned upon the faithful performance of the contract, including all warranties  
31 and guarantees, the bond or other security shall be in an amount equal to one  
32 hundred percent (100%) of the price specified in the contract; and  
33

34 (2) A Payment Bond, executed by a surety company authorized to do business in this  
35 state, or the equivalent in cash, letter of credit, or other security satisfactory to the  
36 Town, for the protection of all persons supplying labor and materials, including  
37 lessors of equipment to the extent of the fair rental value thereof, to the contractor  
38 or its subcontractors for the performance of the work provided for in the contract.  
39

40 (a) For a contract exceeding one hundred thousand dollars (\$100,000.00) the bond  
41 or other security shall be in an amount equal to one hundred percent (100%) of  
42 the price specified in the contract.

(b) For a contract exceeding twenty-five thousand dollars (\$25,000.00) but not exceeding one hundred thousand dollars (\$100,000.00) the bond or other security shall be in an amount equal to fifty percent (50%) of the price specified in the contract.

(c) No payment bond is required for a contract not exceeding twenty-five thousand dollars (\$25,000.00) unless required by the request for proposals or invitation for bids. Such a bond shall be in an amount not to exceed fifty percent (50%) of the contract price.

B. Any contractor, prior to receiving a progress or final payment under a contract covered hereunder, shall certify in writing that such contractor has made payment from the proceeds of prior payments, and that such contractor will make timely payments from the proceeds of the progress or final payment then due such contractor, to such contractor's subcontractors and suppliers in accordance with such contractor's contractual arrangement with them.

C. The Town Administrator may waive or reduce, in writing, the requirement for performance bonds for construction contracts under twenty-five thousand dollars (\$25,000.00).

D. Contract specifications may require security in an amount determined by the Town Administrator to adequately cover reasonable maintenance, repair, or replacement costs during the contract warranty or guarantee period.

#### **Sec. 28-10. Contract Extensions.**

Nothing herein shall prevent the Town Administrator from extending a contract for an amount not to exceed twenty-five percent (25%) of the original amount of the contract provided that:

- (1) Funding is available;
- (2) The Town Administrator causes the reasons for the extension to be set forth in writing for the Mayor and Council; and
- (3) The Mayor and Council approve the contract extension.

#### **Sec. 28-11 through 28-14. Reserved.**

### **ARTICLE II. PROCUREMENTS INVOLVING FEDERAL FUNDS.**

#### **Sec. 28-15. Procurements involving federal funds – generally.**

1 A. Protests may be filed by an actual or prospective bidder, offeror or contractor who is aggrieved  
2 in connection with a solicitation or award of a formal contract the payment for which involves  
3 federal funds. The term "solicitation" as used herein shall refer to requests for proposals and  
4 requests for bids issued by the Town of Cheverly for goods and/or services to be provided to  
5 the Town, the payment for which involves the use of federal funds. In the event that a  
6 mandatory pre-bid meeting is part of a solicitation, anyone who does not attend the mandatory  
7 pre-bid meeting will not be considered to be a prospective bidder, offeror or contractor.

8  
9 B. All protests must be filed in strict conformance with the provisions of this article. Protests not  
10 conforming to the requirements set forth herein will not be considered. Failure of a protestor  
11 to respond in a timely manner to requests for information shall result in the dismissal of the  
12 protest. In no event shall a protest be submitted or accepted by the Town subsequent to the  
13 execution of a binding contract with the successful bidder. The Town Administrator shall  
14 notify all affected bidders or offerors of the filing of the protest.

15  
16 **Sect. 28-16. Solicitation protests.**

17  
18 A. Protests regarding solicitation or specification documents must be received by the Town in  
19 writing no later than fifteen (15) calendar days prior to the closing date of the solicitation. The  
20 protestor is responsible for obtaining proof of timely delivery. The envelope must be labeled  
21 "Attention: Bid Protest", along with the name of the solicitation. The protest must be mailed  
22 or hand-delivered to the Town Administrator, Town of Cheverly, 6401 Forest Road Cheverly,  
23 Maryland 20785, with a copy to the person identified in the legal notice for the request for  
24 proposals or bids as being the person to contact for further information concerning the request  
25 for proposal or bids. The Town Administrator shall refer the matter to the Director of Public  
26 Works or such other Town employee as he may deem appropriate to address the Town's  
27 response.

28  
29 B. Protests must be fully supported with adequate technical data, test results or other pertinent  
30 information to support the protest. At a minimum, the information shall include the name,  
31 address, and telephone number of the protester; identification number of the project as to which  
32 the protest is being filed; a statement of the reasons for the protest with supporting documents  
33 substantiating the allegations; and a description of the desired relief from the Town.

34  
35 C. The Town's response to protests will be issued at least seven (7) calendar days prior to the  
36 closing date for the receipt of proposals.

37  
38 D. The bidder who filed the protests may appeal the decision of the Town Administrator. An  
39 appeal of the director's or designee's decision by a bidder or an adversely-affected  
40 subcontractor must be in writing and be received no later than five (5) calendar days prior to  
41 the closing date for receipt of proposals. The protester is responsible for obtaining proof of  
42 timely delivery. The notice of the appeal must specifically state that an appeal is being made

1 and identify the decision(s) being appealed. The envelope must be labeled "Attention: Bid  
2 Protests", along with the name of the solicitation. The protest appeal must be mailed to the  
3 Town Administrator, Town of Cheverly, 6401 Forest Road Cheverly, Maryland 20785. The  
4 Town Administrator will render a final decision on the appeal within thirty (30) calendar days  
5 after receipt of appeal. No further appeals are authorized.

6  
7 **Sec. 28-17. Contract award protest procedure.**  
8

9 A. Protests of contract awards must be received by the Town in writing no later than seven (7)  
10 calendar days after the Town mails formal notice to all bidders of the contract award. The  
11 envelope must be labeled "Attention: Contract Award Protest, Along with the name of the  
12 solicitation". The contract award protest shall be mailed to the Town Administrator, Town of  
13 Cheverly, 6401 Forest Road Cheverly, Maryland 20785, with a copy to the person identified  
14 in the legal notice for the request for proposals or bids as being the person to contact for further  
15 information concerning the request for proposals or bids. The Town Administrator shall refer  
16 the matter to the Director of Public Works or such other Town employee as he may deem  
17 appropriate to address the Town's response.

18  
19 B. Contract award protests must be fully supported with adequate technical data, test results, or  
20 other pertinent information to support the protest. At a minimum, the information submitted  
21 must include name, address and telephone number of the protester; identification of the project  
22 for which the protest is being filed; a statement of reasons for the protest; any supporting  
23 exhibits; evidence or documents to substantiate the protest; and a statement of the ruling  
24 desired from the Town.

25  
26 C. The Town's response to protests will be postmarked by certified mail no later than thirty (30)  
27 calendar days after the receipt of the written protest.

28  
29 D. The decision of the Director of Public Works or other designee shall be final except in instances  
30 of violations of state and federal law or regulations. If there is an allegation that such a  
31 violation exists, the bidder may appeal the decision of the director or designee to the Town  
32 Administrator. An appeal of a decision of the director or designee must be in writing and  
33 received by certified mail no later than seven (7) calendar days after the receipt of the decision.  
34 The notice of appeal must specifically state that an appeal is being made and identify which  
35 decision(s) is being appealed. The envelope must be labeled "Attention: Contract Award  
36 Protest", along with the name of the solicitation. The protest appeal must be mailed to Town  
37 Administrator, Town of Cheverly, 6401 Forest Road Cheverly, Maryland 20785.

38  
39 **AND BE IT FURTHER ORDAINED** that this Ordinance shall take effect 30 days from  
40 the date of its adoption;





**15. Ordinance 19-02: Revising Procurement Procedures: Second Reader**

**TOWN OF CHEVERLY  
ORDINANCE No.: 2019-02**

**An Ordinance whereby the Mayor and Council of the Town of Cheverly amend Chapter 24 of the Town Code for the purpose of clarifying the Town's procurement procedures consistent with the establishment of Chapter 28 of the Town Code in Ordinance No.: \_\_\_\_\_.**

**WHEREAS**, pursuant to § C-23 of the Town's Charter, the Mayor and Council are vested with the authority to pass ordinances and take such measures as they may deem necessary for the good government and improvement of the Town; and

**WHEREAS**, the Mayor and Council have reviewed the Town Code's existing procurement provisions and found them to be incomplete and outdated; and

**WHEREAS**, the Mayor and Council have determined that adding a new Chapter to the Town of Cheverly Code regarding procurement will modernize the Town's procurement procedures and is necessary for the good government and improvement of the Town; and

**WHEREAS**, Chapter 24 of the Town Code must be amended in order to be consistent with Chapter 28.

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and Council of the Town of Cheverly in regular session assembled, Chapter 24 of the Town of Cheverly Code is hereby amended as follows:

Sec. 24-1. – Large Public works projects; public contracts.

~~–(a) Definitions:~~

~~–(1) Public works projects~~ (a) Large public works projects shall include all projects, including all public improvements to properties, such as construction of roads, curbs, gutters, sidewalks, catch basins and storm drains in excess of five thousand dollars (\$5,000).

~~–(2) Public contracts shall include all agreements or orders by the town for buying or otherwise obtaining supplies, services, construction, or construction-related services. Services provided by attorneys, accountants, physicians, consultants, professionals who are independent contractors, and insurance companies, including the local government insurance trust and other governmental agencies are not supplies or services covered by such public contracts.~~

~~(b) All public works projects with a total cost of five thousand dollars (\$5,000) or more and all public contracts with a total cost of five thousand dollars (\$5,000) or more shall be fully described as noted below and, where not carried out by employees of the town, shall be carried out under public contract or by agreement with another agency charged with that special service. The mayor and town council or their designated representative shall invite at least three (3) sealed bids from responsible bidders for such public works projects or public contracts. The bids shall be opened only after reasonable public notice at a meeting open to the public and presided over by the town administrator or his or her designee and at least one other town employee or official. The mayor and town council shall award the contract to the lowest responsible bidder or to a bidder that is not the lowest bidder when the mayor and town council find that the financial interest of the town would reasonably be served by such award, with the mayor and town council reserving the right to reject any and all bids. All such public works projects and public contracts which cover improvements, the cost of which is assessable against property owners abutting the improvements, must be authorized by the mayor and town council at a public meeting. At that time there shall be available the specifications and a set of detailed plans prepared by the town engineer or a qualified firm or individual, showing the following:~~

- ~~(1) Right-of-way, name of road, dimensions, relative location of adjacent properties, location map, North point, scale and exiting coordinates.~~
- ~~(2) Catch basins, inlets, pipes, culverts, and other drainage structures, with their dimensions.~~
- ~~(3) Pavement plan, curb and gutter, sidewalks, driveways, and dimensions.~~
- ~~(4) Construction details and a typical cross section of the pavements.~~
- ~~(5) Grading plan, profile and cross sections~~
- ~~(6) Any additional data required by the mayor and town council.~~

~~(c) The specifications and detailed plans for public works projects are to be filed with the town administrator and be available for review during the regular hours that the town administrator's office is open, until the project is completed. After completion, of the project, the specifications and plans shall be made a permanent record of the Town of Cheverly. Inspection service shall be maintained by the town engineer or a duly appointed qualified representative of the mayor and town council, to assure compliance with the specifications and detailed plans on file in the town administrator's office and that minimum standards as contained hereafter are met. The cost of supervision and inspection shall be included in such contracts, in accordance with currently accepted engineering rates to cover the cost of supervision and/or inspection of all public works by the town engineer or a qualified firm or individual, and shall be added to and included in the cost of all such projects.~~

~~Sec. 24-2. -- Procedures for sSmall public works projects.~~

Small public works projects shall include all projects, including all public improvements to properties, such as construction of roads, curbs, gutters, sidewalks, catch basins and storm drains

1 ~~Public works projects~~ with a total cost of less than five thousand dollars (\$5,000). ~~and public~~  
2 ~~contracts with a total cost of less than five thousand dollars (\$5,000).~~ These small public works  
3 projects shall be handled in accordance with procedures issued by the town administrator with the  
4 approval of the mayor and town council.

5  
6 \* \* \*

7  
8 **AND BE IT FURTHER ORDAINED** that this Ordinance shall take effect 30 days from  
9 the date of its adoption;

10 **AND BE IT FURTHER ORDAINED** that a fair summary of this ordinance shall  
11 forthwith be published twice in a newspaper having general circulation in the Town and otherwise  
12 be made available to the public.

13 **INTRODUCED** by the Town Council of the Town of Cheverly, Maryland, at a regular  
14 public meeting on \_\_\_\_\_, 2019.

15 **ADOPTED** by the Town Council of the Town of Cheverly, Maryland, at a regular public  
16 meeting on \_\_\_\_\_, 2019.

17  
Adopted: \_\_\_\_\_

Attest: \_\_\_\_\_

\_\_\_\_\_  
Michael Callahan, Mayor

18  
19  
20 {} indicate deletions

21       /BOLD/CAPS indicate additions

22 Asterisks \* \* \* Indicate matter retained in existing law but omitted herein

16. Ordinance 19-03: Revising the Town Code Re: Personnel (Holidays); Second Reader

**TOWN OF CHEVERLY  
ORDINANCE No.: 2019-\_\_03\_\_**

**An Ordinance whereby the Mayor and Council of the Town of Cheverly amend the Town Code to ensure the decision to close the Town Government is entirely within local control by eliminating reference to holidays observed by the United States Government.**

**WHEREAS**, pursuant to § C-23 of the Town's Charter, the Mayor and Council are vested with the authority to pass ordinances and take such measures as they may deem necessary for the good government and improvement of the Town; and

**WHEREAS**, the Mayor and Council have reviewed the Town Code's provisions regarding holidays; and

**WHEREAS**, the Mayor and Council have determined that the reference in the Code to federal holidays has caused confusion, most recently with respect to the National Day of Mourning for former President of the United States George H.W. Bush as well as the Christmas holiday and the New Year's holiday falling on Tuesdays causing the federal government to close on the Mondays preceding each holiday;

**WHEREAS**, the Mayor and Council have determined that the Town of Cheverly needs to be responsive to local considerations and the decision to close the Town Government should be entirely a local decision unaffected by decisions made by the United States Government.

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and Council of the Town of Cheverly in regular session assembled, that Chapter 21, section 10, subparagraph (h) of the Town of Cheverly Code is hereby amended as follows:

\* \* \*

*(h) Holiday compensation and leave.*

(1) All employees shall be granted holiday leave with regular compensation for the following

holidays: ~~Same holidays as are officially observed by the United States Government; as of January~~

~~1, 1985, these holidays are:~~

New Year's Day.

Martin Luther King, Jr.'s Birthday.

~~Inauguration Day.~~

President's Day.

Memorial Day.

Independence Day.

Labor Day.

Columbus Day.

Veterans Day.

Thanksgiving Day.

The day after Thanksgiving.

Christmas Day.

\* \* \*

**AND BE IT FURTHER ORDAINED** that this Ordinance shall take effect 30 days from the date of its adoption;

**AND BE IT FURTHER ORDAINED** that a fair summary of this ordinance shall forthwith be published twice in a newspaper having general circulation in the Town and otherwise be made available to the public.

**INTRODUCED** by the Town Council of the Town of Cheverly, Maryland, at a regular public meeting on \_\_\_\_\_, 2019.

**ADOPTED** by the Town Council of the Town of Cheverly, Maryland, at a regular public meeting on \_\_\_\_\_, 2019.



1

Adopted: \_\_\_\_\_

Attest: \_\_\_\_\_

\_\_\_\_\_  
Michael Callahan, Mayor

2

3

4 ☐ indicate deletions

5 \_\_\_\_\_/BOLD/CAPS indicate additions

6 Asterisks \* \* \* Indicate matter retained in existing law but omitted herein

7

## 17. Amending Interim Administrator Contract



## MEMO

Date: February 11, 2019  
To: Mayor and Council  
From: David J. Deutsch  
Interim Town Administrator  
Subject: Interim Administrator Agreement

The current Agreement expires on February 28, 2019. This proposed revision (attached) does two things: it extends the Agreement to June 22, 2019, and it adds a seventh work day to each biweekly pay period, in recognition of the scope of work and activity level of the Interim Administrator. Your approval of the proposed revision is requested.

**SECOND ADDENDUM TO EMPLOYEE AGREEMENT  
DAVID DEUTSCH – INTERIM TOWN ADMINISTRATOR**

**DATE OF HIRE: November 12, 2018**

This Second Addendum to the Employee Agreement is made and entered into this \_\_\_\_ day of February 2019, by and between the Town of Cheverly, a municipal corporation duly organized under the laws of the State of Maryland, hereinafter referred to as "Town;" and David Deutsch, hereinafter referred to as "Employee."

**WITNESSETH:**

**WHEREAS**, Employee has provided services to the Town of Cheverly as the Interim Town Administrator since November 12, 2018 pursuant to the Employee Agreement that was set to expire on December 31, 2018; and

**WHEREAS**, the Employee Agreement was extended by a prior Addendum and is scheduled to terminate on February 28, 2019; and

**WHEREAS**, Employee continues to desire to provide services to the Town as the Interim Town Administrator; and

**WHEREAS**, the Town desires to retain Employee as the Interim Town Administrator beyond February 28, 2019; and

**WHEREAS**, the Town and Employee both recognize that the scope of Employee's assigned duties require Employee to expend additional time on Town business necessitating an adjustment to Employee's schedule and compensation.

**NOW THEREFORE**, the Town of Cheverly does hereby extend the services of David Deutsch as its Interim Town Administrator in accordance with the following terms and conditions:

1. Section 2.1 of the Employee Agreement is extended so that termination date is June 22, 2019; and
2. Section 3.1 is amended to reflect that Employee's gross salary is increased by \$557.68 to \$3,903.83 per biweekly period so as to compensate Employee for the additional day's work reflected in paragraph 3 herein.
3. Section 5. Hours of Work is amended to read as follows:

**SECTION 5. HOURS OF WORK**

5.1. Employee shall work normal Town business hours Tuesday through Thursday of each week, or six (6) days every pay period, based at Town Hall, including attendance at Council meetings.

5.2. Employee shall work one (1) additional day, or a seventh (7th) day, every pay period remotely and shall work normal Town business hours while working remotely.

**SECOND ADDENDUM TO EMPLOYEE AGREEMENT  
DAVID DEUTSCH – INTERIM TOWN ADMINISTRATOR**

**DATE OF HIRE: November 12, 2018**

\* \* \*

4. All other terms and conditions of the November 12, 2018, Employee Agreement between the Town and Employee remain unchanged and in effect.

**THE TOWN OF CHEVERLY** has caused this Second Addendum to the Employee Agreement to be signed and executed on its behalf by its Mayor and duly witnessed, and the Employee has signed and executed this Agreement, both in duplicate, the day and year first above written.

Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
David Deutsch

Town of Cheverly

\_\_\_\_\_  
Date

\_\_\_\_\_  
Michael Callahan, Mayor

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date