



TOWN MEETING
August 10, 2023
8:00 PM
Hybrid

AGENDA

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Approval of Agenda**
4. **Consent Agenda**
 - **Approval of Minutes** (Town Meeting – 07/13/23, Work Session 07/27/23)
 - **Grant Requests**
 1. VineCorps
 2. CAACO
5. **Resident Input** – Public comment period for agenda items and other topics. All comments are limited to 3 minutes. Residents are asked to please state their name and ward. There will not be any additional time for resident input.
6. **Committee Reports**
 - Recreation Council–
 - Green Infrastructure Committee–
 - Cheverly Day Committee –
 - Planning Board –
 - Board of Elections –
7. **CPRC Grant Request** – Mayor & Council will review grant request from CPRC
8. **Action Items:**
 - ***Budget Amendment** – Town Administrator will present budget amendments for FY23
 - ***Asphalt and Concrete Agreement from VMP Construction Company** – Mayor and Council will review and vote on two contracts.
 - ***Professional Consulting and Engineering Proposal-** Mayor and council will review proposal from Messick & Associates
9. **Town Administrator Report** – The Town Administrator will provide a report to the Mayor and Council regarding Town operations and a summary of actions taken.
10. **Police Report** – Interim Chief Morris will give a monthly report.
11. **Public Works Report** – Director Brayman will give an update on the Department of Public Works.
12. **Review of September town meeting agenda and future requests** and Town Administrator will offer a forecast of the town meeting agenda. Mayor will seek Council input on agenda items for consideration for future meetings.
13. **Mayor and Council Announcements** – Opportunity for Mayor and Council to share community happenings and events. The mayor will afford each elected official up to five



minutes to speak. Unused time may not be transferred, and formal council business will not be conducted.

14. **Adjourn**

() denotes an agenda item requiring action (typically expressed by a vote) of Mayor and Council.*

Town Meetings do not feature resident input during each individual agenda item.

Please Note: Pursuant to the Annotated Code of Maryland, General Provisions Article, Section 3-305, the Council by majority vote may retire to executive or closed session at any time during the meeting. Should the Council retire to executive or closed session, the mayor will announce the reasons and a report will be issued at a future meeting disclosing the reasons for such session.

Topic: Cheverly Town Meeting

Please click the link below to join the webinar:

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Webinar ID: 840 2598 3118

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US: +1 301 715 8592



TOWN MEETING

July 13, 2023

8:00 PM

Minutes

Meeting called to order at 8:00 pm

In attendance: Vice Mayor Fry, Council Members Wade, Bryner, Dalaker, Garces, Fry

Town Attorney: Todd Pounds

Excused: Mayor Munyeneh, CM Watson

Staff: Dylan Galloway Town Administrator - Public Works Director Steve Brayman, Interim Chief David Morris, Town Clerk Giselle Richards

Pledge of Allegiance

Motion to excuse Mayor Munyeneh and CM Watson made by CM Bryner. 2nd by CM Dalaker Approved Unanimously.

Approval of Agenda

Motion to made by CM Dalaker. 2nd by CM Dalaker. Approved unanimously.

Consent Agenda

Approval of Minutes (Town Meeting 6/8/23, Work Session 05/25/23)

- Motion to approve the minutes by CM Dalaker, 2nd CM Bryner. Approved unanimously.

Closed Meeting Statement – Vice Mayor Fry read statements regarding the closed meetings held 6/8/23, 6/23/23 and 7/6/23.

Resident Input-

- Murry Green – Ward 1 – is not in favor of thru streets from Cheverly to Hospital Hill development.
- Joyce Lang – Ward 4 – Representing the Cheverly Women’s Club. The Women’s Club current goal is to plant seeds of peace, kindness, love and caring. Asks residents to



- Laila Riazi – Ward 1 – Not in favor of the new council rules and procedures regarding resident input. Made recommendation to allow resident input.
- Mathew Well – Ward 1 – Would like the council to consider putting out another survey.
- Nikki Hayes – Ward 1 – Not in favor of opening through access to vehicles on Lockwood to Hospital Hill development. Has the town done an economic study regarding annexation of Hospital Hill Development.
- Dan Smith – Ward 1 – Has questions about the Pac Trust agenda topic. Expressed concerns about Pac Trust development.

Committee Reports

Recreation Council – No report provided.

Green Infrastructure Committee –

Sheila Salo –

- GIC will have a table at the upcoming community event hosted by CM Wade on 7/15/23 at the Cheverly United Methodist Church.
CM Dalaker thanks the GIC for their work on the recommendation for the Pac Trust development.

Planning Board –

Aimee Olivo –

- The planning board voted to make Aimee Olivo Chair at the 7/11/23 meeting.
- Got an overview of the SHA regarding the bicycle access feasibility study from David Tansey.
- Next meeting is 9/5/23, agenda can be found on the town website.

Cheverly Day Committee –

Gary Beale –

- St. Ambrose Men’s Club will host the beer garden at Cheverly Day
- Confirmed Food Trucks:
- The final day for volunteers for the midway is the end of this month. If no one else volunteers, there will be no midway.
- There will be fireworks this year.

Board of Elections – No report provided.

Pac Trust – The Vice Mayor & Council reviewed the recommendations from the Planning Board and Green Infrastructure Committee. Attorney Pounds stated that he did receive comments and will review and draft the final letter including the recommendations to send to the County Planning Board.



CM Dalaker is in favor of the recommendations.

CM Bryner stated that the development is not within town limits and that the recommendations from the town will be as a neighbor only. The developer has the right to build a bigger warehouse but has chosen not to as good neighbors. Is in favor of the recommendations.

VM Fry stated that the mayor has requested Pac Trust to join the local business association and to agree to host an air quality monitor.

CM Wade is in favor of the development with the recommendations from the GIC and Planning Board.

The letter will be drafted as in favor with conditions from the town.

Election Resolution – Vice Mayor Fry read the resolution to add a new member to the Board of Elections Supervisors. R-5-23 appointing Anne-Claire Frank-Seisay for the term of 2023-2025.

Motion to approve resolution R-5-23 made by CM Bryner. 2nd by CM Dalaker. Approved Unanimously.

Community Block Grant Approval – Town Administrator Galloway requests approval for the town to apply for the CDBG is a grant to pave Monroe St, Newton St and 57th St.

CM Wade thanks the previous Council Member Nettles-Simpson for the work she has done to ensure that the named streets get improvements and that they are finally being addressed.

Motion to move forward with the approval to apply for the CDBG made by CM Wade. 2nd by CM Dalaker. Approved Unanimously.

Town Administrator Report –

- Bike Trails update: Working with the Planning Board and thanks David Tansey for his recommendations. Has requested that MDOT attend the Sept. work session to address adding bike trails.
- Booms Update: Has requested from MDE to host a community meeting regarding the booms in August.
- New ethics committee member will be sworn in September.



- Congratulations to Tonya Jones for completing the Public Manager’s program at the University of Baltimore.
- Informed the council that Corporal McCullough has left the Cheverly Police Department to a new job.

Police Report – Interim Chief Morris provided monthly report.

- Will continue to host meetings with residents but will name them Coffee with a Cop and they will be held in different locations in the community.
- Has started reviewing the police department’s policy to ensure they reflect the community’s interest.
- Attended Maryland Police Training and Standards Commission meeting.
- Provided 3 instances where the Cheverly Police Officer’s assisted other departments with calls where various firearms were recovered, and lifesaving skills were used to assist a victim.
- National Night Out 8/1/23 at Cheverly Station Apartment
- Cheverly PD is still working with Metro to provide security at the Cheverly Metro Station.

For **June 2023**, there were **19** reported crimes:

- a. **8** Thefts (**7** Theft from Auto, **1** Stolen Vehicle) **1** Vandalism

There was a total of **10** arrests.

- a. **5** adult arrests **5** Juveniles
 - i. **3** Domestic Assault **1** Warrant **1** DUI
 - ii. **5** stolen vehicles

The department responded to **361** calls for service, **55** premise checks, **2** elder watch checks, and wrote **24** case reports and **7** accident/collision reports.

The department made **(63)** traffic stops, **(111)** citations, and **(39)** warnings.

Public Works Report – Public Work Supervisor Cardenas provided a report:

- Eley Building Updates: Design team awaiting issuance of foundation permit from county. Expect issuance in near future. Working with Keller on finalizing exact mobilization date. Goal is to give at least a few days' notice by News and Announcement before work start date.



- Park Woodchip Deliveries: Playground safety wood chip delivery Friday July 14 to Boyd Park, Gast, and Town Park. Boyd Park parking lot will be used for staging of the bulk delivery.
- Water Woes Update: Comprehensive field meeting with LIDC on narrowing proposed projects for water woes. Postcard mailed 7/10 to addresses that were initially surveyed but did not respond attempting to attain additional information.
- Robert Tucker Jr. Pavilion Ribbon Cutting Ceremony: Friday July 14 at 3:00 pm

Review of July work session agenda and future requests

- Hospital Hill Conversation (Separate Meeting at a later date)
- Vote 16 draft ordinance
- Redistricting
- Advisory Committee
- Redistricting
- Vine Corp Grant

Mayor and Council Announcements –

CM Wade –

- Thanks, the Ward 1 residents that provided input at tonight's meeting.
- Attended MML Summer Conference for the first time and applauds the staff for the level of professionalism. Enjoyed the classes offered and networking.
- Held Ward 1 community walk at Lake Ave for traffic study.
- Thank you to Cheverly United Methodist Church for allowing the Ward 1 Community Day on 7/15/23. Join me for this community engagement opportunity.

CM Bryner –

- Congratulations to Interim Chief Morris.
- The Police Chief's Advisory Board is seeking members.
- Shout out to staff for the outreach to the rest of the municipalities to ensure that Cheverly is well integrated with the rest of the county and state agencies.

CM Dalaker -

- Will be attending CM Wade's community event 7/15/23.



- Ward 4 Civic Association discussed the Robert Tucker Pavilion. The meetings are open to all residents but only ward 4 residents can vote. The meetings are virtual on the 3rd Mondays of the month, and the link can be found in the July newsletter.

CM Garces –

- Planning a pool movie night for Cheverly Station Apartments and the
- Cheverly Station walk will be on 7/26/23 at 6:30 pm

CM Fry –

- Congratulations to CM Wade's son for his gold medal at the Tai Quan Do championship.
- Thanks to Officers Lambirth and Curtis
- Mayor Munyeneh is on the MML At Large Board member, Town Administrator Galloway is on the Engagement Committee and Town Clerk Richards is on the MML Planning Committee.
- Listen regarding volunteers.
- Hosting meeting 7/25/23
- Safe travels to CM Watson and hoping Mayor Munyeneh feels better soon.

Adjourn motion to adjourn at 10:06 PM by CM Bryner. 2nd CM Garces. Approved unanimously.



WORKSESSION

July 27, 2023

7:30 PM

Minutes

Call to Order:

Meeting called to order at 7:30 pm via Hybrid.

In attendance, Mayor Munyeneh, Vice Mayor Fry, Council Members Wade, Watson, Bryner, Dalaker, Garces, Fry

Town Attorney: Jason DeLoach

Staff: Town Administrator -Dylan Galloway, Public Works Director – Steve Brayman, Town Clerk – Giselle Richards

Pledge of Allegiance and Flag

Motion to change sequence of agenda made by CM Bryner. 2nd by CM Fry. CM Wade, Watson, Bryner, Dalaker, Fry voted yes.

1. **Vote 16** – will be introduced at the September town meeting. The completion timeline will be given at that meeting.
2. **Hospital Hill** –
 - The Mayor and Council have not made a decision regarding the through streets.
 - The town will hire a consultant to conduct a survey.
 - TA will be seeking an engineer to make recommendations to the town regarding the redevelopment of that property.
 - **Fred Price – Ward 4** – Encourages residents to attend meetings.
 - **Dan Smith – Ward 1** – Encourages the hiring of an engineer to review the development. Also suggests seeking grant opportunities for funding an engineer.
 - Daniel – Ward 4 – Encourages council to consider widening the search for consultants who will engage the residents.
 - Matthew - Ward 1 – Appreciates that the council is seeking new survey
 - John Freibely – Ward 1 – Concerned about neighbor’s trash cans that have not been emptied at the hospital hill property.
 - Lance Escher – Would like council to take a good approach to the development.



- Town administrator signed MOU to park town vehicles on that property. Therefore, the town will have eyes on the property to ensure it's maintained.
- 3. Grant Requests –**
- **CAACO**
 - Mrs. Barbara Brown presented the grant request from CAACO for their back-to-school event.
 - **VineCorps**
 - Chris Dwyer – presented the request from VineCorps to support their Summer Youth program.
- 4. Redistricting –** Town Administrator Galloway stated that there will be two community meetings, one in Sept and one in October. The Charter Amendment process will begin in November. Mr. Fairfax will be invited to attend a meeting to provide an update on the selected plan.
- 5. Green Infrastructure Chair Update –**
- Karen Moe – Ward 1 – Not in favor of removing Mrs. Salo as GIC Chair.
 - Daniel Daughtry-Weiss - Ward 4 - Not in favor of removing Mrs. Salo as GIC Chair.
 - Joyce Jones - Ward 2 - Not in favor of removing Mrs. Salo as GIC Chair.
 - Joyce Lang – Ward 4 – Recommends mediation between the town and GIC
 - Crystal Lal – Ward 3 - Not in favor of removing Mrs. Salo as GIC Chair.
 - Joani Horchler – Ward 6 - Not in favor of removing Mrs. Salo as GIC Chair.
 - Cathy Smith – Ward 1 - Not in favor of removing Mrs. Salo as GIC Chair.
 - Nick D'Angelo – Ward 2 - Not in favor of removing Mrs. Salo as GIC Chair.
 - Mary Jane Coolen – Ward 2 - Not in favor of removing Mrs. Salo as GIC Chair.
 - Paul Thompson – Ward 1 - Not in favor of removing Mrs. Salo as GIC Chair.
 - Cindy Nell – Ward 1 - Not in favor of removing Mrs. Salo as GIC Chair.
 - Ida Chan – Ward 1 - Not in favor of removing Mrs. Salo as GIC Chair.
 - Diane D'Bernardo – Ward 1 - Not in favor of removing Mrs. Salo as GIC Chair.
 - Gabe Horchler – Ward 6 - Not in favor of removing Mrs. Salo as GIC Chair.
 - Laila Riazi – Ward 1 - Not in favor of removing Mrs. Salo as GIC Chair.
 - Sophia Riazi-Secowski – Ward 1 – Not in favor of removing Mrs. Salo as GIC Chair.
 - RJ Eldridge – Ward 3- Not in favor of removing Mrs. Salo as GIC Chair.
 - Madeline Gold – Ward 1 - Not in favor of removing Mrs. Salo as GIC Chair.
 - Kendra Leslie – Ward 2 - Not in favor of removing Mrs. Salo as GIC Chair.
 - Theresa Williams – Ward 1 - Not in favor of removing Mrs. Salo as GIC Chair.
 - Dan Smith – Ward 1 - Not in favor of removing Mrs. Salo as GIC Chair.
 - Sheila Salo- Ward 1 - Honored and humbled by the show of support.



Mayor Munyeneh thanks everyone who came and encourages resident participation to continue participation on all topics.

Mayor Munyeneh stated that she reached out to the town attorney regarding how the town policies have been managed and requested that all town committees, boards, and organizations submit their bylaws for review and approval of the town council.

On July 8, 2021, Ms. Salo refused to meet with the new Mayor Munyeneh. Mayor Munyeneh requested that Ms. Salo share communication with outside entities with the town.

Mayor Munyeneh requested that the staff assist the volunteers professionalize the boards/committees.

CM Wade – Thanks residents who came to meeting. Thanks to the many volunteer organizations in the town. Made his decision on the removal of Mrs. Salo from a legal standpoint, there must be some sort of accountability on behalf of the town.

CM Watson – Thanks the mayor for the explanation to understand how we got to this point. Policies should be reviewed and deciphered to decide which one is the governing on this topic. Did not agree with the way the meeting went.

CM Dalaker – Does not take away the great work that the GIC and Mrs. Salo have done for the town. Reminds everyone that the GIC is a town organization.

CM Bryner – Would like institutional knowledge to be preserved by having documented bylaws, meeting minutes, and recorded meetings. There are no records of the handshakes and conversations that took place before. The only records are the resolutions signed by the then Mayor & Council.

Margie Burn – Ward 3 – Asked were committee meetings required to be video recording. And is it usual for other towns' volunteer groups to record their meetings.

Motion to suspend Rule regarding resident input in work sessions and to extent meeting to 11pm made by CM Bryner. 2nd by CM Dalaker. Approved unanimously.

Marian Dombroski – Would like the Mayor & Council to work with the GIC to resolve matters.

Karen Moe - Recommended the resources mentioned by Mrs. Lang for mediation between the council and the GIC.

Sheila Salo – Stated that the town clerk has access to all the GIC minutes via a Google Drive. Asked about the memos sent from the town and when do the boards, committees get to weight in on them. Stated that she has never represented herself on behalf of the town.



Norman Oslick – Would like the two parties to try to resolve this matter.

Sophia Riazi-Secowski – Ward 1 – Stated that the two representatives from the town have attended the GIC meetings and they should be able to report back to the mayor.

Fred Price – Ward 4 – Recommends the town uses the town's cable channel.

Laila Riazi – Ward 1 – Does not agree with the points that the mayor stated about the GIC not responding to the mayor's requests.

Mayor Munyeneh stated that everyone needs to know that the town administrator and staff are under the directive of the mayor and council.

CM Watson thinks that there should be some sort of conversation had with both parties with a set timeline.

CM Bryner agrees with CM Watson, recommends they be had within 60 days.

CM Wade agrees with CM Watson, hopes that both parties can move forward.

Town administrator will bring in a facilitator.

Joyce Lang recommends reaching out to Chris Dwyer to bring in the Prince George's County mediation group.

Motion to extend the meeting until 11:30 pm made by CM Bryner. 2nd by CM Watson. Approved unanimously.

6. Advisory Committees – Tabled

Laila Riazi – Requested that the advisory groups be included in the discussion on when policy and rules for them be drafted/discussed.

7. Town Administrator Update –

- The town will host its first National Night Out on 8/1/23.
- CDBG Grant request has been submitted.
- Unifirst recognized the town as the 2023 Legacy Spotlight recipients and asked that the town select two organizations to receive a \$500 donation.

Motion to support the allocation of the funding from Unifirst to be donated to Boy & Girls Club and VineCorps made by CM Bryner. 2nd by CM Dalaker. Approved unanimously. Recused from vote was CM Fry due to her husband being on the board of the Boys & Girls Club.

- The town was awarded the earmark request for flood mitigation in the amount of \$1.6 million dollars.

8. Update by CM Fry & Garces Regarding Cheverly Station Apartments –



- Monthly meeting with property manager was held 7/26/23.
- The walking path from Ward 5 to the rest of the town is currently in the hands of our legal team.

9. Review of August Town Meeting Agenda and Future Requests –

- Speed humps on Kilmer
- Public hearing for traffic calming devices in wards 4 & 6
- Public Hearing for traffic calming on Lake Ave in Ward 1
- Update on Kilmer Park Access
- Cheverly Rec Council meeting rescheduled, pickle ball on 9/17/23

10. Motion to adjourn at 11:14 pm made by CM Bryner. 2nd by CM Dalaker

Approved unanimously.

CHEVERLY GRANT ACQUISITION AGREEMENT FORM

All grants issued by the Mayor and Cheverly Town Council are from appropriated funds of the Town of Cheverly and must be accounted for to specified auditing standards.

Name: Chris Dwyer
Phone: 301-602-4315
Address: 3111 Laurel Ave. Cheverly, MD 20785
Organization: VineCorps

I hereby agree NOT to expend funds allocated to the designated organization for salaries, stipends and/or personal income.

As duly authorized by the above-named organization to accept this grant, I assume full responsibility for the proper expenditure of funds for the requested expenses and will report to the town staff the manner in which expended.

Receipts and a full accounting of all grant funds are required by the end of the given Fiscal Year ending June 30th.

I also understand that the funds provided are not for my own personal use, and that violation of this agreement will result in the reimbursement to the Town of Cheverly of any/all funds spent outside the parameters as denoted in the grant application.

Date: 27 June 2023



Signature of Grant Recipient

PLEASE ATTACH THE FOLLOWING:

- THE PURPOSE OF THE GRANT REQUEST.
- A DETAILED DESCRIPTION OF THE PROJECT/PROGRAM YOU WISH TO EXECUTE WITH THE CHEVERLY GRANT PROGRAM FUNDING.
- A DETAILED ACCOUNTING OF AMOUNTS AND ACTIVITIES/ITEMS FOR WHICH THE GRANT FUNDS SHALL BE UTILIZED.
- A DETAILED TIMELINE FOR THE EXPENDITURE OF FUNDS.
- THE OVERALL BENEFIT TO THE COMMUNITY.

GRANT ACQUISITION AGREEMENT

All grants issued by the Mayor and Cheverly Town Council are from appropriated funds of the Town of Cheverly and must be accounted for to specified auditing standards.

Name: **Barbara Brown** _____ Phone: **202-670-6418** _____

Address: **6452 Forest RD** _____
Cheverly, MD 20785

Organization: **Civic African American Community Organization** _____

- I hereby agree NOT to expend funds allocated to the designated organization for salaries, stipends and/or personal income.
- As duly authorized by the above named organization to accept this grant, I assume full responsibility for the proper expenditure of funds for the requested expenses and will report to the town staff the manner in which expended.
- Receipts and a full accounting of all grant funds are required by the end of the given Fiscal Year ending June 30th

I also understand that the funds provided are not for my own personal use, and that violation of this agreement will result in the reimbursement to the Town of Cheverly of any/all funds spent outside the parameters as denoted in the grant application.

Date: 7/25/2023 _____ Barbara Brown _____

Signature of Grant Recipient

PLEASE ATTACH THE FOLLOWING:

THE PURPOSE OF THE GRANT REQUEST.

A DETAILED DESCRIPTION OF THE PROJECT/PROGRAM YOU WISH TO EXECUTE WITH THE CHEVERLY GRANT PROGRAM FUNDING.

A DETAILED ACCOUNTING OF AMOUNTS AND ACTIVITIES/ITEMS FOR WHICH THE GRANT FUNDS SHALL BE UTILIZED.

A DETAILED TIMELINE FOR THE EXPENDITURE OF FUNDS.

THE OVERALL BENEFIT TO THE COMMUNITY.

GRANT ACQUISITION AGREEMENT

All grants issued by the Mayor and Cheverly Town Council are from appropriated funds of the Town of Cheverly and must be accounted for to specified auditing standards.

Name: CARRIE WELETZ Phone: 412-352-0109

Address: 1702 61st Avenue 1,500
Cheverly, MD 20785

Organization: Cheverly Parent Resource Center (CPRC)

- I hereby agree NOT to expend funds allocated to the designated organization for salaries, stipends and/or personal income.
- As duly authorized by the above named organization to accept this grant, I assume full responsibility for the proper expenditure of funds for the requested expenses and will report to the town staff the manner in which expended.
- Receipts and a full accounting of all grant funds are required by the end of the given Fiscal Year ending June 30th

I also understand that the funds provided are not for my own personal use, and that violation of this agreement will result in the reimbursement to the Town of Cheverly of any/all funds spent outside the parameters as denoted in the grant application.

Date: 6/7/23 Carrie Weletz
Signature of Grant Recipient

PLEASE ATTACH THE FOLLOWING:

THE PURPOSE OF THE GRANT REQUEST.

A DETAILED DESCRIPTION OF THE PROJECT/PROGRAM YOU WISH TO EXECUTE WITH THE CHEVERLY GRANT PROGRAM FUNDING.

A DETAILED ACCOUNTING OF AMOUNTS AND ACTIVITIES/ITEMS FOR WHICH THE GRANT FUNDS SHALL BE UTILIZED.

A DETAILED TIMELINE FOR THE EXPENDITURE OF FUNDS.

THE OVERALL BENEFIT TO THE COMMUNITY.

CPRC Grant Acquisition Agreement (attachment)

CPRC is requesting a grant for the 2023-2024 calendar year of \$1,500. This money will be used to do two distinct programs. First, we would like the money to do a back to school and/or Thanksgiving drive for the food insecure in the community. Either in September or November we would do a drive for supplies and/or food in order to provide backpacks and supplies to Spellman, Robert Gray and other community schools. Typically, not only would we provide these supplies directly to the schools and students, but we also provide coffee and donuts in appreciation of the teachers at that time. If it were to come at Thanksgiving, we would do a drive for money and/or food and provide those supplies and gift cards for a local grocery store to prepare meals for the holiday directly to the community outreach coordinators for the schools. We would also typically bring donuts and coffee for the staff of the school. We are unsure depending on volunteer help whether we would do this at the beginning of school or the Thanksgiving holiday (or both). This project would directly benefit the community and the children that go to school in our community who are unable to buy supplies and families that are food insecure. We believe this is directly in line with the purpose and mission of CPRC.

We also would like to use a portion of this money to help with the community Spring Festival that CPRC has been done the last two years. As you may know, we have had face painting, petting zoo, ponies and bounce obstacles with snacks and other activities. We would use some of the funding to offset the expense of the supplies and the petting zoo for CPRC. This event would occur in April or May of 2024 based on the historical dates. This event not only brings together multiple community organizations which creates synergy and cooperation, but also is just a super fun way for the community to come together to welcome the spring and nicer weather.

Please let me know if you have any additional questions. I can be reached at 412-352-0109 and cweletz@hotmail.com

_____/s/_____
Carrie Weletz



Town of Cheverly
Budget Amendment Request Form

Account	Increase/ Decrease	Description
460.155	Increase - \$760,000 (Revenue)	Bond Proceeds - PW Building
510.120	Increase – \$25,000 (Expenditures)	Red Light Camera Contractor
530.100	Increase – \$75,000 (Expenditures)	Administrative Salaries
530.105	Increase – \$30,000 (Expenditures)	Administrative Overtime
540.100	Increase – \$184,000 (Expenditures)	Debt Service - Municipal Bond Payments
700.181.f	Increase – \$760,000 (Expenditures)	New Public Works Bldg - Bond \$
700.181.a	Decrease – \$314,000 (Expenditures)	New Public Works Building - General Fund

MOTION: _____

SECOND: _____

APPROVED/DENIED: _____

AMENDMENT # : __ FY23 08-10 _____



www.cheverly-md.gov

The Town of Cheverly
6401 Forest Road
Cheverly, MD 20785

Office/Fax:
(301) 773-8360

Memorandum

To: Dylan Galloway, Town Administrator

From: Steve Brayman, Director of Public Works

Date: 8/4/2023

Subject: Contract Agreements between Mayor and Council and VMP Construction Company

The Department of Public Work's is recommending that the Mayor and Town Council approve authorizing you, The Town Administrator, to execute two contracts with VMP for concrete, asphalt, and under-drain work included in the FY2024 Adopted Budget.

The first contract will address concrete, asphalt, and under-drain work associated with the FY2024 Adopted Budget document for General Fund, Highway User Revenue (HUR), and any grant funded (e.g. SHA grants) projects. The FY2024 Adopted Budget includes \$400,000 in General Fund and HUR monies. This contract will also assist in several Water Woes projects using ARPA funding for storm water.

The second contract will address the Town's Community Development Block Grant (CDBG) project that is anticipated to be approved by the County, in the near future. The FY2024 Adopted Budget includes \$267,067 in CDBG funding.

These contracts will largely mimic last year's contracts approved by the Mayor and Town Council and that you executed. Updated pricing will be included accordingly. The Town Attorney will review these contracts and concur for legal sufficiency before they will be submitted to you for signing. Similar to last year's contracts, the department is requesting that the Town Council's approval include the understanding that some pricing may vary due to market conditions and with Town staff's review and concurrence. An example of a price variance would be for the liquid asphalt that can fluctuate with petroleum pricing.

Please find attached Prince George's County award letter for contract No. 958-H (D) and unit price list. Please advise if you have any questions regarding these matters.



PRINCE GEORGE'S COUNTY GOVERNMENT

Department of Public Works and Transportation
Office of Engineering and Project Management



Angela D. Alsobrooks
County Executive

Michael D. Johnson, P.E.
Director

July 3, 2023

Mr. Valter Ramos
President
VMP Construction Co., Inc.
9635 Annapolis Road
Lanham, Maryland 20706

RE: NOTICE TO PROCEED
Contract No. 958-H (D)
MDOT SHA State-Aid Concrete Rehabilitation

Dear Mr. Ramos:

You were advised by letter dated March 17, 2023, that Prince George's County, subject to the Administrative Review Committee approval, intended to accept your bid proposal of \$1,832,300.00 and award your firm Contract No. 958-H (D) MDOT SHA State-Aid Concrete Rehabilitation.

A pre-construction meeting for this contract was held, on June 20, 2023, at 10:00 am. Enclosed with this Notice to Proceed is the fully executed Contract Agreement. The Notice to Proceed date for this contract was established as July 10, 2023. You are hereby directed to proceed with construction in accordance with this contract effective this date. Construction is to begin within ten (10) business days of this Notice to Proceed date.

The contractor is reminded of his obligation under this contract to obtain all required permits, approvals, source of supply, shop plans, submittals or approved schedules required for the commencement of this work.

This Notice to Proceed may be modified, suspended, or cancelled if it is determined to be in the best interest of the County that this contract cannot commence as indicated. The required insurance and bonding must be maintained throughout the life of the Contract.

Should you have any questions concerning this Notice, please contact Hifazat Ahmad, Project Manager, Office of Engineering and Project Management (OE&PM), at (301) 883-5642. We look forward to working with you in the successful accomplishment of this project.

Sincerely,

Dwight Joseph, Chief
Contracts & Construction Division

DJ/jmj

Enclosure

cc: Jonathan R. Butler, Director, Office of Central Services (OCS)
Michael D. Johnson, Director, DPW&T
Oluseyi Olugbenle, Deputy Director, DPW&T
Kate Mazzara, P.E., Associate Director, OE&PM, DPW&T
William Boyd, Associate Director, Office of Highway Maintenance (OHM), DPW&T
Semia Hackett, Associate Director, Office of Transportation (OT), DPW&T
Ebony Gatewood-Crenshaw, Associate Director, Office of Administrative Services
(OAS), DPW&T
Dwight Joseph, Chief, Construction & Contracts Division (C&CD), OE&PM, DPW&T
Adam Jiroun, Chief, Road Construction Division (RCD), OE&PM, DPW&T
Canjor Reed, Chief, Financial Management Division (FMD), OAS, DPW&T
Hifazat Ahmad, Project Manager, RCD, OE&PM DPW&T
Ebony Lane, Contractual Services Officer, C&CD, OE&PM, DPW&T
Harsh Oberoi, Manager, Contracts Administration & Procurement Division,
OCS
Rayann A. Otto-Anderson, Senior Compliance Specialist, Contract Compliance
Unit, OCS

ATTACHMENT G: BID FORM
 Contract No. 958-H (D)
 MDOT SHA State-Aid Concrete Rehabilitation

Prince George's County, Maryland
 Department of Public Works and Transportation
 Office of Project Management
 9400 Peppercorn Place, Suite 310
 Largo, Maryland 20774

Bid Due Date 12/16/2022
Bid Due Time 11:59pm
Bid Number 958-H(D)

(The) VMP CONSTRUCTION COMPANY, INC (name of firm)
 hereby submits the following bid for the **Contract No. 958-H(D) MDOT SHA State-Aid Concrete Rehabilitation**

Having carefully examined the Information/Instructions to Bidders, the General Terms and Conditions of the Contract, the entire bid documents, drawings, specifications, and Addenda No. _____
 Clarifications Numbered _____ and having received clarification on all items of conflict or upon which any doubt arose, the undersigned proposes to furnish all labor, equipment, materials, supervision, etc., required by the documents for the entire work, all in strict accordance with the Contract Documents, for the stipulated sum of:

BASE CONTRACT PRICE: (Total)

One million eight hundred thirty two thousand three hundred dollars and zero cents

(words written out)

\$1,832,300.00

Base Contract Price (Figures)

Item No.	Qty	Unit	Description	Unit Price	Amount
2001	800	CY	Class 1-A Excavation at one dollar & zero cents Per Cubic Yard	\$1.00	\$ 800.00
2002	800	CY	Borrow Excavation at one dollar & zero cents Per Cubic Yard	\$1.00	\$ 800.00
2003	100	CY	Test Pit Excavation at one dollar & zero cents Per Cubic Yard	\$1.00	\$ 100.00
3001	450	LF	Perforated Polyvinyl Chloride (PVC) Underdrain Pipe, 6 Inch Diameter - Sch. 40 : STD 300.13 at forty dollars & zero cents per Linear Foot	\$40.00	\$ 18,000.00
3002	450	LF	Solid Polyvinyl Chloride (PVC) Underdrain Pipe, 6 Inch Diameter - Sch. 40 : STD 300.13 at forty dollars & zero cents per Linear Foot	\$40.00	\$ 18,000.00
3003	5	EA	Furnish and Install 6 Inch (6") Solid Polyvinyl Chloride (PVC) Underdrain Cleanout Assembly (Schedule 40) at four hundred dollars & zero cents per Each	\$400.00	\$ 2,000.00
3004	150	SF	Remove & Replace Reinforced Concrete Inlet Top Slab at fifty dollars & zero cents per Square Foot	\$50.00	\$ 7,500.00
3005	50	LF	Remove & Replace Storm Drain Inlet Throat at forty dollars & zero cents per Linear Foot	\$40.00	\$ 2,000.00
5003	400	SY	Partial Depth Patching up to Eight Inch (8") Depth at sixty dollars & zero cents per Square Yard	\$60.00	\$ 24,000.00
5004	600	SY	Full Depth Patching up to Fifteen Inch (15") Depth at sixty dollars & zero cents per Square Yard	\$60.00	\$ 36,000.00
5006	100	SY	Remove & Replace Concrete Intersection Swale at ninety dollars & zero cents per Square Yard	\$90.00	\$ 9,000.00
5007	2,500	SY	Remove & Replace Residential Driveway Entrances : STD No. 200.01; 200.02 at sixty dollars & zero cents per Square Yard	\$60.00	\$ 150,000.00
5008	400	SY	Remove & Replace Commercial Driveway Entrances : STD No. 200.03; 200.04; 200.05 at eighty dollars & zero cents per Square Yard	\$80.00	\$ 32,000.00
6001	20,500	LF	Concrete Curb and Gutter - All Types (PGC STD. 300.01; 300.02; 300.03; 300.04) at twenty eight dollars & zero cents per Linear Foot	\$28.00	\$ 574,000.00
6002	700	LF	Concrete Header Curb Up to 16 -Inch (16") Height at twenty three dollars & zero cents per Linear Foot	\$23.00	\$ 16,100.00
6003	142,000	SF	Concrete Sidewalk, All Types at five dollars & fifty cents per Square Foot	\$5.50	\$ 781,000.00

ATTACHMENT G: BID FORM
 Contract No. 958-H (D)
 MDOT SHA State-Aid Concrete Rehabilitation

Item No.	Qty	Unit	Description	Unit Price	Amount
6004	10,000	SF	Concrete Handicap Access Ramp at thirteen dollars & zero cents per Square Foot	\$16.00	\$ 160,000.00
7001	500	SY	Shoulder Restoration using Furnished Topsoil, Seed and Curlex-Quick Grass at two dollars & zero cents per Square Yard	\$2.00	\$ 1,000.00
			TOTAL BASE CONTRACT PRICE		\$ 1,832,300.00
CONTINGENT ITEMS (NOT INCLUDED IN THE TOTAL FOR PROPOSAL):					
Item No.	Qty	Unit	Description	Unit Price	Amount
5001	800	Tons	Hot Mix Asphalt SUPERPAVE 12.5 MM, PG 70-22 at ninety dollars & zero cents Per Ton	\$90.00	\$ 72,000.00
5002	800	Tons	Hot Mix Asphalt SUPERPAVE 9.5 MM, PG 64-22 at ninety dollars & zero cents Per Ton	\$90.00	\$ 72,000.00
5005	1000.00	SY	Milling Hot Mix Asphalt Pavement, One Inch to Two Inches (1"-2") Depth (Contingent) at six dollars & zero cents Per Square Yard	6.00	6,000.00
	1,000	LF	Five Inches (5") Yellow Thermoplastic Pavement Markings (Contingent) at three dollars & zero cents Per per Linear Foot	\$3.00	\$ 3,000.00
5010	1,000	LF	Five Inches (5") White Thermoplastic Pavement Markings (Contingent) at three dollars & zero cents Per per Linear Foot	\$3.00	\$ 3,000.00
5011	500	LF	Twenty Four (24) Inch Wide Thermoplastic Stop Bars (Contingent) at twenty dollars & zero cents Per per Linear Foot	\$20.00	\$ 10,000.00
6005	300	SY	Shoulder Restoration using CR-6 Material (Contingent) at seven dollars & zero cents Per Square Yard	\$7.00	\$ 2,100.00
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
			SUB-TOTAL FOR CONTINGENT ITEMS		\$ 168,100.00
			Evaluated Bid Total – (Base Contract Price + Contingent Items)		\$ 2,000,400.00

The above unit prices shall include all labor, supervision, materials, shoring, removal, overhead, profit, insurance, etc. to cover the finished work of the several called for. Changes shall be processed in accordance with the General Conditions.



Messick & Associates
 Consulting Engineers,
 Planners, Surveyors
 & Landscape Architects
 "Designing Success Since 1951"

July 20, 2023

Mr. Dylan O. Galloway, Town Administrator
 Town of Cheverly
 6401 Forest Road
 Cheverly, MD 20785
 Via Email: DGalloway@cheverly-md.gov

Re: Proposal for Professional Consulting and Engineering/Planning Services for the Town of Cheverly

Dear Mr. Galloway,

As requested, Messick and Associates is pleased to provide our proposal for professional consulting and engineering services for the Town of Cheverly, Maryland. Messick and Associates will provide consulting and engineering services for miscellaneous town engineering requirements, including reviewing proposed development plans and working with the town to provide code review on development projects and determine the integrity of certain structures, as requested by the town. All of these services will be provided on an hourly basis, as stated in the rates below. Our Senior Engineer will be the primary team member providing these services.

A. Fee

The work listed as hourly will be billed in accordance with the rates set below on a four-week pay cycle basis.

2023 Hourly Rates

Senior Engineer/Principal.....	\$170.00
Project Manager	\$145.00
Design/Field Engineer	\$125.00
Senior Planner/Landscape Architect.....	\$145.00
Cadd Designer II.....	\$115.00
Cadd Designer.....	\$105.00
Cadd Technician	\$75.00
Surveyor.....	\$160.00
2-Man Survey Crew	\$150.00
1-Man Survey Crew	\$90.00
3-Man Survey Crew	\$175.00
Senior Survey Technician	\$115.00
Survey Technician.....	\$95.00
Support Personnel	\$85.00
Printing/Reproductions/Courier/Out of Pocket Expenses	At Cost

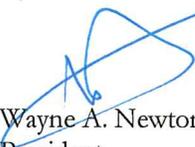


Mr. Dylan O. Galloway
Proposal – Consulting and Engineering Services for Town of Cheverly
July 25, 2023
Page 2

B. The attached Exhibit A, General Provisions, is hereby made a part of this proposal.

Messick & Associates' policy is to provide all planning and engineering services in a timely manner. However, we cannot guarantee a specific schedule for the preparation, submittal, resubmittal or approval of any project as a result of items beyond our control. We appreciate the opportunity to offer our services and to establish a constructive working relationship with you. If I can be of further assistance in this matter, please do not hesitate to call. If this proposal is acceptable, please indicate your acceptance by signing below and returning a copy of the original to our office, along with the new client form.

Sincerely,
MESSICK GROUP, INC.
T/A MESSICK & ASSOCIATES



Wayne A. Newton, P.E.
President

Accepted: _____
Dylan O. Galloway

Date: _____

EXHIBIT A - GENERAL PROVISIONS

Messick & Associates (hereinafter referred to as M&A) hereby agrees that the proposal shall remain effective for a period of 30 days. Acceptance of the conditions stated hereinafter the end of that period shall be valid only upon signed affirmation by M&A.

It is understood that M&A has no liability arising from this agreement or the work involved, except insofar as it may be liable for its own acts or the acts of its employees. Liability of M&A, if any, for back charges arising from construction conditions is wholly dependent upon notification of M&A no later than a time, prior to the initiation of corrective work, which is reasonably sufficient to enable M&A to assess and monitor the intended corrective work. In no case shall the liability of M&A exceed the total amount of the engineering fees for the specific element of the project.

Although it is our policy to complete all engineering and surveying services as promptly as possible, there is no guarantee expressed or implied as to when work will be completed or when plans will be approved by the applicable governing agencies.

Payment is due when invoice is rendered. Invoices are generated from employee time sheets and are checked against our contract. If you have questions or believe the invoice to be inaccurate, please provide written notice to us within ten (10) business days from the date of the invoice. Otherwise, we will deem the invoice acceptable as stated. Payments not received within 30 days of invoice date will cause work stoppage and delays on the project. Certain jurisdictions require mandated resubmittal timeframes. In those cases where payment is not received in a timely manner, the work stoppage may cause M&A to be unable to meet the required resubmittal timeframe. In those cases, the governing jurisdiction will render the project invalid and require a complete new application from the beginning as well as repayment of fees. The client shall be responsible for all delays and expenses resulting from his/her action. Upon a work stoppage or delay caused by the Client, M&A reserves the right to renegotiate the terms of the proposal to account for inflation and scope changes. M&A also reserves the right to adjust hourly rates annually as dictated by market conditions.

Any unpaid balance shall bear interest at the rate of 1-1/2% per month, starting at the end of the month following the month the invoice is dated. Client agrees to and shall pay M&A all costs and expenses for collection including but not limited to Attorney's fees and court costs. Such costs shall be added to the account and bear interest at the rate set forth above.

It is understood that once work is initiated in accordance with the terms of this agreement, only the Client or its duly authorized agent has authority to order the work stopped. Upon receipt of written notice, M&A shall have 5 work days to stop the work in progress and prepare the project for archiving. The Client hereby agrees to pay for all work done and expenses incurred up to, and including the archiving process.

All Documents of Service (i.e. drawings, plans, maps, photographs, data, electronic files, specifications, designs, calculations, or similar documents of any kind) are the property of M&A and subject to its sole discretionary control. The client shall gain an ownership interest in the documents of service by prompt payment of invoices under this agreement as noted herein. Upon failure to pay invoices as required by this agreement, the clients interest in the documents will automatically expire without notice and all rights will revert to M&A. M&A hereby preserves its rights to the Documents of Service under Federal Copyright Law. Client agrees the M&A's documents of service may not under any circumstances be altered by anyone except M&A. Client warrants the M&A's Documents of Service shall be used only for and exactly as intended for the subject project. Any further use of this data is subject to separate renegotiation and fee.

M&A is not responsible for the accuracy or validity of information obtained from others and utilized in the services covered under this Agreement.

In the event Project is sold or transferred while a balance remains due and owed to M&A, Client agrees to direct settlement Attorney to notify M&A of the date and place of settlement and Client hereby authorizes and instructs said settlement Attorney, without the necessity of further authorization or instruction, to withhold from the funds arising out of said sale or transfer sufficient funds to pay said balance due, including interest, and to immediately transfer such payment to M&A upon settlement.

Permits and bonds shall be obtained by Client and their related fees and any processing fees or taxes shall be the responsibility of Client. Reproductions will be billed at cost.

General consulting or coordination services, including but not limited to preparation for and attendance at meetings, will be billed at the standard hourly rates set forth in the proposal.



Messick & Associates
Consulting Engineers,
Planners, Surveyors
& Landscape Architects

7 Old Solomons Island Road • Suite 202 • Annapolis, MD 21401
(410) 266-3212 • Fax (410) 266-3502 • www.messickandassociates.com

Client Contact Information

To Be Completed by Messick:	
Project Number:	Project Name:

Project Contact Information:

Project Contact:		Company:	
Phone:	Cell:	Fax:	
Email:			
Mailing Address:			

Project Owner Information (if different from above):

Project Owner(s):		Company:	
Phone:	Cell:	Fax:	
Email:			
Mailing Address:			

Billing Contact:

Name:		Company:	
Phone:		Fax:	
Email:			
Mailing Address:			
Preferred Method to Receive Invoices: <input type="checkbox"/> Mail <input type="checkbox"/> Email <input type="checkbox"/> Fax			

Please List Any Additional Persons Authorized to Request Work and/or Receive Information, etc.:

Name:		Company:	
Phone:		Email:	
Mailing Address:			
Name:		Company:	
Phone:		Email:	
Mailing Address:			