

TOWN OF CHEVERLY, MARYLAND
MAYOR AND TOWN COUNCIL

TOWN MEETING
December 9, 2021
8:00 PM

AGENDA

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Approval of Agenda**
- 4. Approval of Consent Agenda**
 - * (November 10, 2021, November 12, 2021, November 13, 2021, December, 2,2021)
 - * Woodworth Park Design
- 5. Resident Input**

Public comment period. All comments are limited to 3 minutes.
Residents are asked to please state name and ward.
- 6. Committee Reports**
 - a. Recreation Council
 - b. Green Infrastructure Committee
 - c. Cheverly Day Committee
 - d. Planning Board
 - e. Board of Elections
- 7. Employment Agreement ***

Mayor and Council will approve employment agreements for Director of Public Works, Stephen Brayman and Town Administrator, Dylan Galloway.
- 8. Town Administrator Report**

Town Administrator Galloway – will provide a report to the Mayor and Council regarding the status of Town operations and a summary of actions taken under the COVID-19 state of emergency.
- 9. Police Report**

Chief Miller - will give monthly report.
- 10. Public Works Report**

Director Brayman - will give update on the Department of Public Works.

11. DC Circulator Update – Mayor Munyeneh will provide an update of the status.

12. Review of January Town Meeting agenda and future requests

Mayor and Town Administrator will offer a forecast of the January 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.

14. Adjourn

You are invited to a Zoom webinar.

When: Dec 9, 2021 08:00 PM Eastern Time (US and Canada)

Topic: Cheverly Town Meeting

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/84025983118?pwd=cEhsbmU2aEs5MGViaGJnWVh6c1h6UT09>

Webinar ID: 840 2598 3118

Passcode: 213079

Or One tap mobile : US: +13017158592,,84025983118# or +13126266799,,84025983118#

Or Telephone: US: +1 301 715 8592 or +1 312 626 6799 or +1 646 558 8656 or +1 669 900 9128 or +1 253 215 8782 or +1 346 248 7799

Town of Cheverly
Town Meeting Minutes
November 10, 2021

Meeting called to order at 8:01 pm via Zoom.

Call to Order: Mayor Munyeneh, Council Members Nettles, Watson, and Fry. CM McCann joined at 8:03 pm. CM Dalaker joined at 8:05 pm. CM Garces was absent. Town Attorney – Todd Pounds. Attorney Jason DeLoach joined later. Staff: Town Administrator – Dylan O. Galloway, Interim Chief of Police – Carl Miller, Director of Public Works - Steve Brayman, Town Accountant – Mike Lightfield, and Town Clerk – TC Hegeman.

Pledge of Allegiance led by Priscilla and Luke Robson.

Motion Approval of Agenda: CM Watson, seconded by CM Nettles. Approved unanimously.

Motion to Approve Consent Agenda: CM Fry, seconded by CM Watson. Approved unanimously.

Items on the Consent Agenda include:

- A. Minutes (October 14 – Town Meeting, October 28 – Worksession, October 29 – Public Hearing and Charter Amendment Introduction, November 4 – Public Hearing and Second Reader)

Committee Reports

Green Infrastructure *Shelia Salo* discussed the ways to recycle autumn leaves.

Board of Elections *Robin Kaye* gave an update on election 2022 improvements that the board is working on.

Cheverly Native Planting Project – Diane Beedle detailed the grant request and what the funds will be used for.

Motion to Approve Grant for \$2,000 for the Cheverly Native Planting Project: CM Dalaker, seconded by CM Nettles. Approved unanimously.

Final Reader and Public Hearing – Mayor Munyeneh read the Ward Boundary Charter Amendment in its entirety.

Mayor and council discuss the verbiage concern expressed by Board of Elections member Robin Kaye.

Motion All in Favor of the Charter Amendment which reads with the Newest Edit “In all Regular Elections, Councilmembers from all Wards Shall be Elected for a Two-Year”: CM Watson, seconded by CM Fry. *Motion passes CM Nettles, Watson, McCann, Dalaker, and Fry all favor.*

Motion to Close the Public Hearing: CM Nettles, seconded by CM Watson. Approved unanimously.

Police Complaints Board: Ganesha Martin gave an update on the police complaints board and discussed the application process.

Audit Update – Mike Lightfield gave an update on the audit and explained the process of cleaning up the balance sheet.

Town Administrator Report – Administrator Galloway gave his bi-weekly Covid-19 report. He also gave an update on the cabling project, HVAC installation, community organizations and the calendar.

Police Report – Interim Chief Miller gave a brief update.

Public Works Report – Director Brayman discussed the BRIC application that he to the county for storm drainage funding. He also discussed catch basins, tree and fall plantings.

Review of December Worksession Agenda and Future Requests

ARP Funds	Bike Trail	Finance update
Town Seal update	Youth development	Caring and Sharing event
Woodworth Park playground	Public Works building proposal	
MOU with county for storm drainage		

Mayor Munnyeh the Caring and Sharing event is scheduled for the first Friday in December it will start around 5:00 pm.

Mayor and Council Announcements

CM Watson Veterans Day ceremony is scheduled for 6:00 pm at the Legion.

Motion to Excuse CM Garces: CM Nettles, seconded by CM Fry. Approved unanimously.

Motion to Adjourn: CM McCann, seconded by CM Fry. Approved unanimously.

10:27 p.m.

Town of Cheverly
Town Retreat Minutes
November 12, 2021

Meeting called to order by Mayor Munyeneh 4:15pm

Present: Mayor Munyeneh, Council Members Nettles, Watson, McCann, Dalaker, Garces, and Fry. Town Administrator – Dylan Galloway Town Attorney – Jason DeLoach

Facilitator Janice Taylor - Icebreaker.

Attorney DeLoach and Administrator Galloway – Discussed and answered questions on roles and procedures.

Facilitator Janice Taylor – Facilitated a team dynamic session

Motion to adjourn by CM Nettles, Second by CM McCann, All Council Members were in favor.
7:20pm

Town of Cheverly
Town Retreat Minutes
November 13, 2021

Meeting called to order by Mayor Munyeneh 9:30am

Present: Mayor Munyeneh, Council Members Nettles, Watson, McCann, Dalaker, Garces, and Fry. Town Administrator – Dylan Galloway

Facilitator Janice Taylor conducted Myers-Briggs Type training.

Tia L. Blount – Provided and update of Timeline for the Stratgegeic planning.

Motion to adjourn Watson Second by CM Nettles All in favor. 5:20pm

Town of Cheverly
Worksession
Minutes
December 2, 2021

Call to order:

Meeting called to order at 7:48 pm via Zoom.

In attendance: Mayor Munyeneh, Council Members Watson, McCann, Dalaker, Garces and Fry.

Town Attorney: Jason DeLoach

Staff: Town Administrator – Dylan Galloway, Director of Public Works – Steve Brayman, Town Accountant – Mr. Mike Lightfield, and Acting Town Clerk -Tonya Jones.

Motion to Excuse CM Nettles from the Worksession by CM Fry, seconded by CM Watson. Approved unanimously

Pledge of Allegiance led by CM Micah Watson

Town Administrators Report – Town Administrator Dylan Galloway gave his bi-weekly Covid-19 Report. New Variant of COVID-19, Omicron Variant, in the US. Prince George’s County extended mask mandates to January 23, 2022. The County is offering booster shots. There will be a kids vaccination clinic, Saturday, 9 am – 4 pm, December 4, 2021, at the Wayne K. Curry Sports and Learning Center. The County is hosting a COVID-19 Vaccine Town Hall, Tuesday, December 7, 2021, at 6:00 pm.

Gym update: The roof has been repaired and painted. Contractors will return to paint another layer. The wall above the stage has been repaired and painted.

Alzheimer’s Association Update: On yesterday there was a joint planning call with the Town Administrator, CM Fry and CM Nettles regarding a community outreach event with the organization on January 11, 2022, at 7 pm. Other community organizational involvement will be solicited. A flyer will be presented later.

CM McCann asked about the timeline for reopening the gym. Town Administrator Galloway responded that the gym is still a minor construction zone. We are anticipating the indoor HVAC system will be completed by mid-January and the facility should be open.

Strategic Planning – Tia Blount, Founder of Saving Solutions, LLC, discussed the strategic plan process and timeline. Over the next few months, we will be developing the Strategic plan. The Strategic plan is an organizational management activity used

to create a vision over the next five years and to set priorities, strengthen operations, and ensure that the Town's leadership, staff, residents, and other stakeholders are working toward common goals.

Stage 1: Background Research and Preparation (October 18, 2021 – November 19, 2021)

Stage 2: Staff and Community Input Sessions (December 2, 2021 – January 5, 2022)

Stage 3: Strategic Planning Retreat (January 22, 2022)

Stage 4: Strategic Plan Development for 5-year Roadmap (January 24, 2022 – February 4, 2022)

COMMUNITY SESSIONS:

December 8, 2021, Community Session #1, 3608 Legion Dr. Cheverly, MD 20785, Registration is REQUIRED.

December 16, 2021, Community Session #2, Zoom

December 17 – 30, 2021, Community Input Survey

Woodworth Park Playground Update – Director Steve Brayman gave a brief recap on the Woodworth Park Playground project. Amanda McGuire gave final options for renovating the park to an inclusive playground.

Amanda McGuire presented the final equipment selection options. She outlined 4 possibilities for the left side of the playground as the right side of the playground has already been supported by the community. The following list is equipment included in the discussion: the ADA Ramp structure Arrow Glider, Sunshade, Play Town Truck, Cozy Cocoon Spinner, free standing panels, PlayCubes 4.0, Palmetto Saucer Swing, Home Dome, and Unity Dome.

Mayor Munyeneh asked which of the four designs option gave the most accessibility. Ms. McGuire stated for wheelchair accessibility, the Unity Dome or the Palmetto Sauce. Mayor Munyeneh noted that in the previous session people who would use the park the most wanted a slide a or a swing. She asked that this information be used when contemplating what to do next.

CM McCann asked which design was the chosen the most on the survey that went out. Ms. McGuire stated the Home Dome was on the original design and the other pieces are new for this meeting. CM McCann asked about the slide. Ms. McGuire stated that big concern was insuring wheelchair accessibility. She presented the only option for a ramp and deck. CM McCann asked, “so, there was not a choice for a slide?” Ms. McGuire replied, “No.” CM McCann stated he was open to a lot of different options depending on what others wanted to do.

CM Fry, Watson, Dalaker, and Garces stated they were in favor of the 5-Unity Dome. Mayor Munyeneh stated if it the Unity Dome worked for everyone it could be

added to the Consent Agenda and that a vote will be made at the next session.

Town Seal – Sophie Morley and Marita Ross, Neighborhood Design Center, were present. Ms. Morley gave updates on the Town Seal. Based on the community survey taken after the last meeting the design has been narrowed to three concepts: natural language, physical town, and Cheverly script. The committee will take the most popular three designs to and create two final options. One of the options will include the Cheverly script. Both options will incorporate the values of the Town: community, diversity, inclusion, celebration of nature, and must be timeless.

Ms. Morley raised Questions for Council, who can use the seal, how does the seal get the final approval, can a more cohesive branding/logo be used for Cheverly from this process? Ms. Morley stated they would mockup the design in letterhead and a flag. Mayor Munyeneh stated she would like to see the design done in a T-shirt.

Bike Trail – Margaret MacDonnell and RJ Eldridge presented on bike trails. Ms. MacDonnell gave an overview of possible bike trail options from Cheverly to Bladensburg Waterfront Park. Mr. Eldridge gave updated cost estimates for original plan design from Euclid Park to Bladensburg Waterfront Park of \$2.4 million. He noted most of this is in the county.

Mayor Munyeneh mentioned partnering with Bladensburg might be the least expensive and quickest options costing and estimated the cost to be between \$300,000 - \$400,000.

CM McCann asked about the involvement of state highways. Mr. Eldridge stated both designs will involve state highways. CM McCann raised putting money towards the effort may help to get the process moving forward. Mayor Munyeneh suggest that the Town put together a feasibility study and link to transportation routes for federal funding, funding efforts for physical and mental health, and its ability to increase commerce along the route. Mr. Eldridge spoke about environmental justice issues that the trail can address.

CM McCann asked if this would fall under Bill Grants. Mr. Eldridge stated portions of this could fall under Bill Grants.

Youth Development – Mayor Munyeneh discussed the Youth Development Coordinator position. This is an hourly position that will provide a touch point individual for Vine Corp, The Cheverly Youth Commission, and other youth organizations in Town. They will also help with the creation of the Youth Council.

Zora Heneghan spoke on the Cheverly Youth Commission. She stated she will bring the youth coordinator and Youth Council positions up at her next meeting.

CM McCann asked how much of the budget is taken up by the coordinator? Mayor Munyeneh stated the coordinator will work 2-4 hours per week at \$50 per hour. The budget will mostly go toward programing.

CM Watson asked if the person would work for Mr. Galloway and if they will be a parttime employee of the Town. Mayor Munyeneh stated they will work for Mr. Galloway, but as an hourly employee and less than parttime. CM Watson had concerns about a municipal government providing some of services mentioned to be provided.

CM McCann had concerns about youth telling our Town employees things they wouldn't tell their parents. He also asked if we have done any programing with the budgeted money. Mayor Munyeneh stated that we could not do a lot in the middle of a pandemic with youth and children that could not get vaccinated. CM McCann asked when we budgeted the money, did we have a thought to what the programing is going to be? Mayor Munyeneh stated money was not allocated to a certain organization. We have other organizations that work with youth and new organizations forming.

Zora Heneghan asked if her organization could make suggestion on the Youth Coordinators Role? Mayor Munyeneh stated the positions has some pre-advertised specific requirements, but youth should be able to say what they need. Part of the coordinators job will be to collect the information and bring it back to Mayor and Council. The coordinator will help set up the Youth Council. The Youth Council will then be the voice of their respective wards.

CM Fry stated the coordinator would be a liaison between the different organization to help coordinate efforts between them and spot where there might be holes, ie. Programs we need to offer youth. Mayor Munyeneh stated these would be some of the initial duties of the Youth Coordinator.

Mayor Munyeneh stated it is an important step for our youth to have a larger voice in our community.

ARP Funds – Town Administrator Galloway presented the results of the American Rescue Plan Survey. The Town of Cheverly will receive a total of \$5,394,863.50. We had 56 responses. Of the 56 three were also local business owners. There was an overwhelming majority of votes to where to invest the funds. Strom water/water woes/water management was number one at 26% and Infrastructure was number tow at 24%. The number one priority for the funds (33%) was necessary investments in storm water and sewer infrastructure. The area the community felt that was not being addressed in the ARP guidelines that needs funding were burying utility lines, increase demands for public parks and green space, town building infrastructure, sidewalks, storm water, and traffic control. Other recommendations were

improvements in the water and sewer infrastructure.

Mr. Galloway stated that there are reimbursable funds to consider: the HVAC system we are installing now, the \$220,000 for storm water mitigation and the \$150,000 of storm water mitigation/road improvements.

Mr. Galloway referred to Mike Lightfield to address the loss revenue of 2020-2021. Mr. Lightfield stated the ARPA money can be used by the Town for loss revenue. In the FY 18 year there was a \$2.8 million loss. In FY16 \$6.2 million, FY 17 \$6.7 Million, FY 18 \$3.5 million. If we can take out the big loss, we are looking at \$300,000 of loss revenue allocated money that can be used. He stated before recommending this he will need to get some additional clarification.

Mr. Galloway requested the council submit a potential draft spending plan or priorities plan on how they would like to see how the first \$2.6 million of the ARP funds spent by close of business Wednesday, December 8th.

Financial Update – Mike Lightfield, Town Accountant, gave the financial update. Mr. Lightfield presented a Chart of account with updated numbers which was created by using the account headers for each group and was based on FY 22 budget. This spread sheet uses only currently active accounts. This will be distributed to department heads for use on their bills.

The transition from SAGE to QuickBooks has been completed and synced to bills.com.

There has been some progress made with the Audit. The November deadline was missed, but it is anticipated that it will be submitted within the week.

CM McCann asked if Mr. Lightfield knew what the timeline was for getting the audited financial back? Mr. Lightfield stated because of the holiday he cannot say, but he presented a cleaner version and hopes to get something back by mid-January.

Community Caring and Sharing – Mayor Munyeneh state that Community Caring and Sharing is tomorrow. There will be hot chocolate and apple cider from Starbucks who partnered with this initiative. CPRC volunteered to work the ornament table. Due to the new COVID-19 variant a public works staff person will be responsible for the lighting. This is a masked event even though it is an outside event.

Review of December Town Meeting agenda and future requests –

CM McCann wanted to discuss cost associated with extending service. Mayor Munyeneh stated it would not be for the next Town Meeting. Town Administrator Galloway asked if it could be pushed to the January Worksession. CM McCann agreed.

CM Watson asked when the next Boom meeting was to be held. Town Administrator Galloway said he would let him know the meeting date.

CM McCann – Inquired about having the first budget meeting in quarter one.

CM Dalaker – Will send his list. Mayor Munyeneh stated they will need to be submitted by 5:00 tomorrow.

Mayor Munyeneh wants to discuss next steps with on the DC Circulator. She stated the next meeting should wrap up some administrative information and have updates on new hires.

Motion to Adjourn: CM McCann, seconded by CM Dalaker. Approved anonymously. 10:11 pm

**EMPLOYMENT AGREEMENT
STEPHEN A. BRAYMAN- DIRECTOR OF PUBLIC WORKS
AGREEMENT**

THIS AGREEMENT is made this ____ day of December, 2021, by and between **THE TOWN OF CHEVERLY**, a municipal corporation of the State of Maryland, hereinafter referred to as the "Town," and **STEPHEN A. BRAYMAN**, hereinafter referred to as "Employee,"

RECITALS

WHEREAS, Employee desires to provide services to the Town as the Director of Public Works; and

WHEREAS, the Mayor and Council previously appointed Employee to be the Director of Public Works in May of 2019 and have authorized the Mayor to enter into this agreement to continue his employment with the Town; and

WHEREAS, Employee will continue to serve at the pleasure of the Mayor and Town Council; and

WHEREAS, the Town and Employee agree that it is appropriate to memorialize the conditions and terms of his continued employment without modifying the at-will nature of the employment.

TERMS

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

SECTION 1. DUTIES

I.1. Employee shall work under the direct supervision of the Town Administrator and be responsible to the Mayor and Town Council.

1.2, Employee shall perform other legally permissible and proper duties and functions as the Town Administrator shall, from time to time, assign, as well as those duties specified in the Town Code of Ordinances.

1.3, Employee shall devote his entire time to the discharge of official duties and shall not engage in outside employment; however, the term "outside employment" shall not be construed to include occasional teaching, writing or consulting performed on Employee's time off as long as such activities do not conflict with, or in any way interfere with or impede, Employee's ability to perform his duties as an employee of the Town.

SECTION 2. TERM

- 2.1. The provisions in this Agreement shall commence on the date of execution of this agreement by both parties
- 2.2. Employee agrees to provide at least thirty (30) days written notice to the Town Administrator prior to resignation or retirement.
- 2.3 Employee's employment agreement shall be retroactive to July 1, 2021.

SECTION 3. SALARY

- 3.1. The Town shall pay Employee a gross salary of \$120,000.00 annually for his services or prorated portion thereof. Payroll taxes will be removed. Employee is eligible for merit increases at the discretion of the Mayor and Council. Cost of living ("COLA") increases will be granted in accordance with any COLA increases granted to all employees.
- 3.2 The Town shall provide a municipally owned vehicle for Employee's business use.
- 3.3 That Town shall provide a Town cellular telephone for Employee's business use.

SECTION 4. PERFORMANCE EVALUATION

- 4.1. The Town Administrator shall do a written review and evaluation of the performance of Employee at least once annually, but no later than the 15th day of May of each year. Employee shall be entitled to discuss the evaluation with the Town Administrator.

SECTION 5. HOURS OF WORK

- 5.1. Employee is a full-time employee who shall perform all duties reasonably necessary for Employee to faithfully perform his duties as required by the Mayor and Town Council and Town Administrator, including attendance at Council meetings.

SECTION 6. ANNUAL AND SICK LEAVE

- 6.1. Employee shall accrue annual leave with the same accrual schedules and limitations as those of a classified employee of the Town, but Employee shall accumulate leave at the same rate as an employee who has been with the Town for more than fifteen years. All Town Regulations regarding using annual leave shall apply to Employee.
- 6.2 Employee shall accrue sick leave with the same accrual schedules and limitations as those of a classified employee of the Town. All Town Regulations regarding using sick leave shall apply to Employee.
- 6.3. If Employee resigns or retires from employment, Employee shall be paid for accrued Annual Leave pursuant to the Town's policy and regulations for its employees.

SECTION 7. HEALTH AND LIFE INSURANCE

- 7.1. The Town agrees to put into force and to make premium payments for Employee for

insurance policies equivalent to those provided all classified employees of Employer, which may include life, accidental and medical group insurance.

SECTION 8. RETIREMENT

8.1. This position is covered under the Maryland State Retirement and Pension System (hereinafter "SRPS"), which requires a seven percent (7%) employee contribution.

8.2. The Town agrees to make contributions into SRPS on Employee's behalf, in equal propionate amounts each pay period, on the same basis as it does for all other employees of the Town.

8.3. Employee is eligible to participate in the Town's 457 deferred compensation plan. The Town will match Employee's contribution at 50%.

SECTION 9. DEATH DURING TERM OF EMPLOYMENT

9.1. If Employee dies during his employment, the Town shall pay to Employee's estate all the compensation that would otherwise be payable to Employee up to the date of Employee's death.

SECTION 10. NON-RENEWAL, EXTENSION, REMOVAL

10.1. The Town, at its sole discretion, may terminate this Agreement at any time and for any reason.

10.2. In the event the Employee is terminated by the Town, the Town agrees to pay Employee a lump sum cash payment equal to 9 months base salary then in effect, or Employee shall be entitled to receive continuation of salary and all benefits including deferred compensation payments for not less than 9 months. No additional accrual of leave time shall occur during this time.

Notwithstanding the foregoing, no severance payment shall be made if the Employee is terminated due to conviction of a felony, conviction of a misdemeanor involving moral turpitude, or the entry of a plea of nolo contendere or a plea bargain to either such crime or crimes.

SECTION 11. INDEMNIFICATION

11.I. The Town, but only to the degree that its insurance allows and in accordance with applicable law, shall defend, save harmless and indemnify Employee in the same manner and according to the same conditions as any municipal official and/or employee, against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring within the scope of and in the performance of Employee's duties for the Town, such duties to include all obligations and commitments as articulated in this Agreement. Town or its insurance company may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon but only pursuant to the insurance agreement and terms; provided, however, that nothing herein shall obligate the Town to pay the costs of defending any criminal action brought by any Municipal, County, State or Federal authority.

SECTION 12. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

12.1. The Town, in consultation with Employee, may modify, amend or fix such other terms and conditions of employment as may be determined, from time to time, to benecessary or

appropriate, provided that such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Town Charter or any other law. Further, all provisions of the Town Charter and the Town Code and the Personnel Manual of the Town and all applicable policies relating to annual and sick leave, retirement and pension system contributions, holidays, and other fringe benefits and working conditions as they now exist or hereafter may be amended, shall also apply to Employee as they would to other employees of the Town.

SECTION 13. NO REDUCTION IN BENEFITS

13.1 The Town shall not at any time during this Agreement reduce the salary, compensation, or other financial benefits of Employee, except to the degree of such reduction across-the-board for all employees of the Town.

SECTION 14. NOTICES

14.1. Notices pursuant to this Agreement shall be given by United States Mail, postage pre-paid, addressed as follows:

The Town:	Mayor Town of Cheverly 640 I Forest Road Cheverly, Maryland 20785
Employee:	Stephen A. Brayman 3404 Duke Street College Park, Maryland 20740

14.2. Alternatively, notices required pursuant to this Agreement may be personally served on the Employee.

14.3. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice into the United States Mail Service.

SECTION 15. ENTIRE AGREEMENT

15.1. This Agreement shall constitute the entire agreement of the parties. No oral agreement or arrangement, not put in writing **AND SIGNED BY BOTH PARTIES**, shall have any force and effect: provided, however, that any Ordinance or Charter provision or Amendment thereto shall automatically be incorporated, except as otherwise expressed herein, into the terms and provisions of this Agreement after proper adoption by the Town; and provided further that this Agreement shall be binding upon and insure to the benefit of the heirs at law and personal representatives of Employee.

This Agreement shall become effective commencing the date of signature. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portions thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

15.2. The recitals above are hereby incorporated into this Agreement.

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

Employee:

Date

Stephen A. Brayman

The Town of Cheverly:

Date

Kayce Munyeneh, Mayor

Witness:

Date

**EMPLOYMENT AGREEMENT
DYLAN O. GALLOWAY – TOWN ADMINISTRATOR**

Date of Hire: July 29, 2019

AGREEMENT

THIS AGREEMENT is made this ____ day of December, 2021, by and between **THE TOWN OF CHEVERLY**, a municipal corporation of the State of Maryland, hereinafter referred to as the “Town,” and **DYLAN O. GALLOWAY**, hereinafter referred to as “Employee.”

RECITALS

WHEREAS, Employee desires to provide services to the Town as the Town Administrator; and

WHEREAS, the Mayor and Council appointed Employee to be the Town Administrator and authorized the Mayor to enter into this agreement; and

WHEREAS, Employee serves at the pleasure of the Mayor and Town Council; and

WHEREAS, the Town and Employee agree that it is appropriate to memorialize the conditions and terms of employment without modifying the at-will nature of the employment.

TERMS

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

SECTION 1. DUTIES

1.1. Employee shall be responsible to the Mayor and Town Council.

1.2. Employee shall competently perform all duties as Town Administrator as provided by law consistent with direction, consent, and authority of Employer, and duties consistent with the work plan of the Town Administrator, and any other lawful duties as may be assigned and directed to him from time to time.

SECTION 2. TERM

2.1. Employment commenced on July 29, 2019.

2.2. Employee agrees to provide at least forty-five (45) days written notice to the Mayor and Council prior to resignation or retirement.

2.3. It is the intention and desire of Employer and Employee to provide stability in the

management of the Town; accordingly, both Employer and Employee affirm that it is their intention that Employee's term of employment is extended three (3) years to at least May 1, 2024. This agreement shall, thereafter, continue from year to year until and unless Employer or Employee terminates this Agreement as hereinafter set forth in this agreement.

2.4 Employee's employment agreement shall be retroactive to July 1, 2021.

SECTION 3. COMPENSATION

3.1 The Town shall pay Employee a gross salary of \$130,000.00 annually for his services or prorated portion thereof. Payroll taxes will be removed. Employee is eligible for merit increases at the discretion of the Mayor and Council. Cost of living ("COLA") increases will be granted in accordance with any COLA increases granted to all employees.

3.2 Employee's duties require that he shall use a vehicle to conduct Town business during his employment with Employer. Employer agrees to provide said Employee a monthly automobile expense of \$500.00 per month. The amount will be evaluated every year by the Mayor and Town Council and increased if cost related to the operations of an automobile is increased due to other factors that were not contributed to by said Employee (such inflation in gas, increase in insurance costs from natural occurrence, etc.).

3.3 The Town shall provide a Town cellular telephone for Employee's business use.

3.4 The Town shall pay Employee's dues for ICMA and MML, and for attending annual conferences of the same.

SECTION 4. PERFORMANCE EVALUATION

4.1. The Mayor and Council shall do a written review and evaluation of the performance of Employee at least once annually, but no later than the 15th day of May of each year. Employee shall be entitled to discuss the evaluation with the Mayor and Council.

SECTION 5. HOURS OF WORK

5.1. Employee is a full-time employee who shall perform all duties reasonably necessary for Employee to faithfully perform his duties as required by the Mayor and Town Council, including attendance at Council meetings. Due to the unique nature of this employment, it is recognized that Employee will be required to devote time outside the normal office hours of business of Employer.

The employment provided for by this Agreement shall be the Employee's primary employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the Employer and the community, the Employee may elect to accept limited teaching, consulting, or other business opportunities with the understanding that such arrangements shall not constitute interference with nor a conflict of interest with his responsibilities under this Agreement. Employee agrees that any outside employment shall be reported to two (2) councilmembers determined by

Employer from time to time

SECTION 6. ANNUAL AND SICK LEAVE

6.1. Employee shall accrue annual leave with the same accrual schedules and limitations as those of a classified employee of the Town, but Employee shall accumulate leave at the same rate as an employee who has been with the Town for more than fifteen years. All Town Regulations regarding using annual leave shall apply to Employee.

6.2 Employee shall accrue sick leave with the same accrual schedules and limitations as those of a classified employee of the Town. All Town Regulations regarding using sick leave shall apply to Employee.

6.3. If Employee resigns or retires from employment, Employee shall be paid for accrued Annual Leave pursuant to the Town's policy and regulations for its employees.

SECTION 7. HEALTH AND LIFE INSURANCE

7.1. The Town agrees to put into force and to make premium payments for Employee for insurance policies equivalent to those provided all classified employees of Employer, which may include accident and medical group insurance.

7.2 The Town shall provide payment for a private life insurance policy secured by Employee with a payout equal to the amount of three times Employee's current annual salary.

SECTION 8. RETIREMENT

8.1. This position is covered under the Maryland State Retirement And Pension System (hereinafter "SRPS"), which requires a seven percent (7%) employee contribution.

8.2. The Town agrees to make contributions into SRPS on Employee's behalf, in equal proportionate amounts each pay period, on the same basis as it does for all other non-law enforcement employees of the Town.

8.3. Employee is eligible to participate in the Town's 457 deferred compensation plan. The Town will match Employee's contribution at 50%.

SECTION 9. DEATH DURING TERM OF EMPLOYMENT

9.1. If Employee dies during his employment, the Town shall pay to Employee's estate all the compensation that would otherwise be payable to Employee up to the date of Employee's death.

SECTION 10. NON-RENEWAL, EXTENSION, REMOVAL

10.1. The Town, at its sole discretion, may terminate this Agreement at any time and for any reason.

10.2 Employer may terminate this Agreement as provided herein at any time, with or without cause. Likewise, nothing in this Agreement shall prevent, limit or otherwise interfere with

the right of Employee to resign, at any time, from his position with Employer. However, if Employer terminates this agreement prior to July 1, 2024 without cause, other than it being the will and pleasure of Employer, and Employee is willing and able to perform his duties under this Agreement, Employer shall pay to Employee, in one lump sum, all compensation and benefits remaining for one-year. In addition thereto, Employer shall pay 7% of the lump sum payment into the Local Government Retirement System on Employee's behalf and Employer shall make a 8% payment into Employee's Deferred Compensation Account, which shall not be deducted from the lump sum payment due Employee. Employee shall also receive medical and dental benefits as outlined above. Notwithstanding the foregoing, no severance payment shall be made if Employee is terminated due to conviction of a felony, conviction of a misdemeanor involving moral turpitude, or the entry of a plea of nolo contendere or a plea bargain to either such crime or crimes.

SECTION 11. INDEMNIFICATION

11.1. The Town, but only to the degree that its insurance allows and in accordance with applicable law, shall defend, save harmless and indemnify Employee in the same manner and according to the same conditions as any municipal official and/or employee, against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring within the scope of and in the performance of Employee's duties for the Town, such duties to include all obligations and commitments as articulated in this Agreement. Town or its insurance company may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon but only pursuant to the insurance agreement and terms; provided, however, that nothing herein shall obligate the Town to pay the costs of defending any criminal action brought by any Municipal, County, State or Federal authority.

SECTION 12. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

12.1. The Town, in consultation with Employee, may modify, amend or fix such other terms and conditions of employment as may be determined, from time to time, to be necessary or appropriate, provided that such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Town Charter or any other law. Further, all provisions of the Town Charter and the Town Code and the Personnel Manual of the Town and all applicable policies relating to annual and sick leave, retirement and pension system contributions, holidays, and other fringe benefits and working conditions as they now exist or hereafter may be amended, shall also apply to Employee as they would to other employees of the Town.

SECTION 13. NO REDUCTION IN BENEFITS

13.1 The Town shall not at any time during this Agreement reduce the salary, compensation, or other financial benefits of Employee, except to the degree of such reduction across-the-board for all employees of the Town.

SECTION 14. NOTICES

14.1. Notices pursuant to this Agreement shall be given by United States Mail, postage pre-paid, addressed as follows:

The Town: Mayor
Town of
Cheverly 6401
Forest Road
Cheverly, Maryland 20785

Employee: Dylan O. Galloway
PO Box 652
Severn, MD 21144

14.2. Alternatively, notices required pursuant to this Agreement may be personally served on the Employee.

14.3. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice into the United States Mail Service.

SECTION 15. ENTIRE AGREEMENT

15.1. This Agreement shall constitute the entire agreement of the parties. No oral agreement or arrangement, not put in writing **AND SIGNED BY BOTH PARTIES**, shall have any force and effect: provided, however, that any Ordinance or Charter provision or Amendment thereto shall automatically be incorporated, except as otherwise expressed herein, into the terms and provisions of this Agreement after proper adoption by the Town; and provided further that this Agreement shall be binding upon and insure to the benefit of the heirs at law and personal representatives of Employee.

This Agreement shall become effective commencing the date of signature. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portions thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

15.2. The recitals above are hereby incorporated into this Agreement.

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

Employee:

Date

Dylan O. Galloway

The Town of Cheverly:

Date

Kayce Munyeneh, Mayor

Witness:

Date



Woodworth Park- Cheverly, MD
Final Design

playground
Specialists Inc.

800.385.0075
www.playspec.com
sales@playspec.com

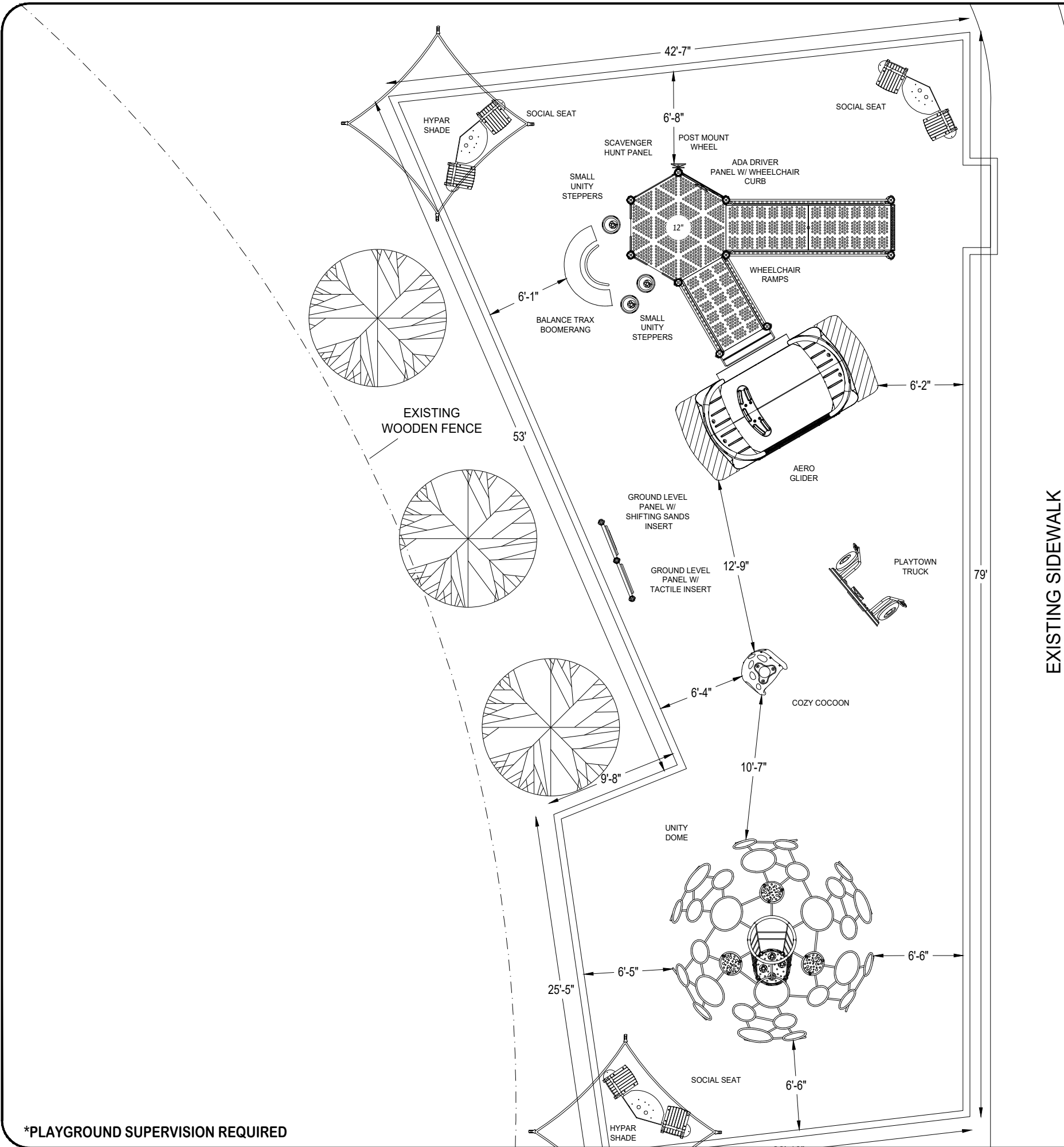


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*PLAYGROUND SUPERVISION REQUIRED



PLAYGROUND SPECIALISTS INC
 29 APPLES CHURCH ROAD
 THURMONT, MD 21788
 WWW.PLAYSPEC.COM

EQUIPMENT SIZE:
X' x Y' x Z'

USE ZONE:
X' x Y'

AREA: **2309 SqFt.** PERIMETER: **237 Ft.**

FALL HEIGHT:
7 Ft.

USER CAPACITY: **50** AGE GROUP: **2-12**

ADA SCHEDULE	Total Elevated Play Activities: X		
	Total Ground-Level Play Activities: X		
	Accessible Elevated Activities	Accessible Ground-Level Activities	Accessible Ground-Level Play Types
Required	X	X	X
Provided	X	X	X

- ✓ ASTM F1487-17
- ✓ CPSC #325



PROJECT NO: P120121-15A	SCALE: 1/8"=1'-0"
DRAWN BY: AMCGUIRE	Paper Size B
DATE: 07-DEC-21	

Woodworth Park- Town of Cheverly
 Final Design