



TOWN MEETING
February 13, 2025
8:00 PM

AGENDA

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Approval of Agenda**
4. **Consent Agenda***
 - **Approval of Minutes:** (Town Meeting – 1/9/25, Closed Meetings 1/9/25 and 1/28/25 and Work Session 1/23/25)
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
 - Cheverly Day Committee
 - Planning Board
 - Board of Elections
 - Ethics Commission
7. **Swearing In** – Mayor Munyeneh will administer the oath of office to a new police officer.
8. **Hospital Hill Development** – Home Team 5 representatives will provide an update on the status of the Hospital Hill development.
9. **Vacant Lot—5600 Newton Street***— Mayor Munyeneh and the Council will vote on a variance to build a small house on this lot.
10. **Black History Month Proclamation *** – Mayor Munyeneh will read the Black History Proclamation
11. **Cable Franchise Ordinance 2025-02*** - Mayor Munyeneh will introduce the ordinance for emergency adoption of the Comcast Cable franchise agreement.
12. **Homestead Tax Credit Ordinance 2025-01** — Councilmember Dalaker will introduce the ordinance updating the Homestead tax credit amount.
13. **Approval of Employment Agreement*** – The Mayor & Council will vote on Police Chief contract
14. **Open Meetings Compliance Board** – Complaint Decision and acknowledgement.
15. **Town Administrator Report** —Town Administrator Galloway will provide the Mayor and Council with a report on Town operations and a summary of actions taken.
16. **Police Report** – Interim Chief Morris will give a monthly report.



17. **Public Works Report** – Director Brayman will give an update on the Department of Public Works.
18. **Review the February work session agenda and future requests, and Town Administrator Galloway will offer a forecast of the agenda.** The mayor will seek Council input on agenda items for consideration for future meetings.
19. **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.
20. **Adjourn**

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

At Town Meetings, resident input is only permitted during the agenda item titled “Resident Input” unless otherwise noted.

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:

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

Webinar ID: 840 2598 3118

Passcode: 213079

Or One tap mobile:

US: +13017158592,84025983118#

Dial (for higher quality, dial a number based on your current location):

US: +1 301 715 8592



**TOWN MEETING
January 9, 2025
8:00 PM**

Minutes

Meeting called to order at 8:30 pm

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

Staff: Town Administrator Dylan Galloway, Public Works Director Steve Brayman, Chief David Morris, Deputy Chief Jennifer Krauss, Town Clerk Giselle Richards

Town Attorney: Jason DeLoach

Pledge of Allegiance

Motion to excuse Mayor Munyeneh and CM Garces from the meeting made by CM Bryner. 2nd by CM Dalaker. Approved Unanimously.

Motion to approve the agenda made by CM Dalaker. 2nd by CM Wade. Approved Unanimously

Consent Agenda

- **Approval of Minutes:** (Town Meeting – 12/12/24, Closed Meetings 12/3/24 & 12/11/24)

Motion to approve consent agenda made by CM Bryner. 2nd by CM Watson. Approved Unanimously.

Resident Input-

Sheila Salo – Ward 2- The Green Infrastructure Committee has united with the elected officials regarding the Bladensburg's attempt to annex the Hospital Hill development and glad that GIC's contributions have been helpful. Since the GIC's recommendations to the Redevelopment Authority have been incorporated into the proposal request to developers, the GIC would like to see them come to fruition in the new development. The committee's interest is a collective interest as Cheverly residents.

Laila Riazi – Ward 1 – Wants to inform the community that several of the residents who were not allowed to enter the 12/19/24 Bladensburg Public Hearing filed an Open Meetings Complaint with the state.

Fred Price – Ward 4 – Thanks Cheverly for the outpouring of support for the Price family during a difficult 2024.

Julia Mosely – Ward 2 – Thanks to town staff for all their hard work. Expressed protest in the limit of citizen input to just the beginning of the meeting. Was hoping to have more information regarding



annexation in the newsletter. Asked if the letter regarding annexation from the Town was voted on and asked why all but 5 council members signed the letter. Thanks to Sheila Salo for her research and help with the annexation of Hospital Hill.

Joyce Jones – Ward 2 – Condolences to Mr. Price. Has not seen information on the website regarding Bladensburg’s attempt to annex the Hospital Hill property. It was concerned that not all council members signed the letter of protest to Bladensburg. Thanks to Sheila Salo for her ongoing efforts to research and provide information regarding the annexation attempt.

Committee Reports

Recreation Council – CM Wade – Nothing to report.

Cheverly Day Committee – CM Watson

- Next Cheverly Day is Saturday, October 4, 2025
- Next parade year is 2026
- Continue to meet 4th Wednesdays of the month.

Planning Board— The planning board is ready to help with annexation upon request.

Board of Elections – Town Clerk – Now that the two supervisors have been re-appointed, they will schedule their first administrative meeting next week.

Ethics Commission –

Resolution R-1-25* – Vice Mayor Fry read the resolution re-appointing election supervisors for the 2025-2027 terms and Resolution R-2-25 appointing the election clerks for the 2025 election. -

Motion to adopt Resolution R-1-25 made by CM Watson. 2nd by CM Bryner. Approved unanimously.

Motion to adopt Resolution R-2-25 made by CM Bryner. 2nd by CM Wade. Approved unanimously.

Restructuring of Command Staff Position in the Cheverly Police Department* – Interim Chief Morris explained the need for the restructuring. The Cheverly Police Department has reached its operational capacity and proposes the restructuring of a critical command staff position. This new position, titled “Lieutenant,” will play a pivotal role in overseeing use-of-force training and other essential responsibilities to enhance departmental efficiency and effectiveness.

Motion to empower the Town Administrator and Interim Chief proceed with the restructuring of the command staff position. Made by CM Watson. 2nd by CM Wade. Approved Unanimously.



Approval of vehicle purchase & upfitting* – Town Administrator & Interim Police Chief seeking approval for the purchase of a new police vehicle due to the increase in the staff. The funds are in the Capital Improvement Budget for 3 vehicles. The three vehicles have been identified and a reasonable place to get them upfitted at a good value.

Motion to approve the purchase of the new police vehicles made by CM Wade. 2nd by CM Dalaker. Approved unanimously.

Revenue Authority – CM Bryner provided an update on the matter with the Revenue Authority. With assistance from the office of Chair Ivey’s office, the town has spoken with the Revenue Authority who have agreed that they did not have the authority to give citations within the town limits. Anyone who has received a citation has the right to contact the Revenue Authority to clear their citation and or receive a refund.

Hospital Hill Annexation update – The Town Administrator provided an update on the status of the Hospital Hill annexation that litigation is imminent and cannot speak to this any further.

Budget Calendar – The Town Administrator presented the FY26 Budget meetings calendar. The calendar will be posted online once approved by the council.

Mayor & Council Retreat – Town Administrator stated that Ms. Janice Taylor is available on 2/22/25 to facilitate the annual Mayor & Council retreat.

Town Administrator Report –Town Administrator Galloway provided the monthly report.

- Illegal dumping has occurred on Trent Street, and I am actively working with Chief Morris on solutions to prevent such incidents in the future. Thanks to Public Works for promptly disposing of the tires.
- Ms. Bigby from Cheverly Stream Restoration has confirmed that her team will attend the February work session to provide an update on the Cheverly Stream Restoration Project.
- The Town has completed and submitted the annual Highway User Revenue report.
- The annual Community Boards and Organizations meeting is virtually scheduled for January 30th at 6:30 PM.
- The Town Hall HVAC project is complete, and staff will receive training on using the new equipment.
- The transition to Nauticon as our new IT service provider is progressing smoothly.
- Resident Appreciation Day will be Monday, January 27th, and will be observed as the Lunar New Year theme.
- The Town will host Blood Drive on January 22nd from 9:00 AM to 3:00 PM



- The selection for the next Cheverly Police Chief has been made. Looking forward to having the swearing in at the February Town Meeting.

Police Report – Interim Chief Morris provided a monthly report.

- The CPD initiated 24/7 police service effective December 30th, 2024. Since then, the CPD has responded to 100% of all calls for service.
- Columbia Park Initiative- CPD continues enforcement efforts on Columbia Park Rd.
- Permit applications have been submitted to SHA for red-light cameras on Columbia Park and Route 50
- Due to several vehicle thefts and suspicious person calls around Cheverly Station, the CPD has focused on stationary enforcement and met with the Property Manager, who advised that they are seeking new security services for the complex. Further training will be established and implemented once the new company is secured. Furthermore, the Manager advised their attorney to draft a letter for CPD to act as agents, enabling the ability for officers to bar trespassers from the property.
- Commencing the week of January 13th, 2025, officers will conduct directed patrols at both schools during drop off and pick up times. Officers are instructed to identify traffic hazards and develop recommendations for both locations
- **2025 Projects, goals, and organizational development**
 - CPD is interested and researching the creation of a 501C3, titled, The Cheverly Police Foundation.
 - CPD is interested in creating a Police Explores/Cadet Program.
 - CPD is formulating a strategic training program that aims to establish itself as the only agency fully trained in Conflict Management/Hostage Negotiations
 - EMT (Emergency Medical Technician) training/certification for select officers to provide emergency medical assistance for town residents suffering medical emergencies
 - Enhanced use of Automatic License Plate Recognition (ALPR) incorporated in cruiser dash cameras
- The 2025 Polar Bear Plunge is right around the corner, and team Cheverly Chivers is ready to take the plunge into the Chesapeake Bay on January 31st.

Public Works Report – Director Brayman provided a report.

- The Department of Public Works staff activated a core crew on Sunday, January 5, 2025, at 8:00 pm. The remainder of the staff activated at 10:00 pm. The State opened the Tuxedo Road salt dome for the Town and contractors to obtain salt. Snow operations concluded Tuesday, January 7, 2025, at 4:00 pm. Thank you to residents for your gratitude and support.
- The Department of Public Works appreciates the patience of residents working with the department on canceling sanitation collection for two days this week. Sanitation crews report that



townwide recycling and townwide trash collections on Wednesday and Thursday respectively, appeared to go well.

- The Department of Public Works previously provided WSSC with feedback on their revised compaction testing standard. We have asked them to join our work session to provide an update.

Review of January work session agenda and future requests

- Final review of the policies
- Hometown Hero recommendation
- Budget update
- Stop sign Camera update

Mayor and Council Announcements –

CM Wade – Honor President Carter on his achievements as a great leader. Recognizes the 114-yr anniversary of Kapa Alpha Psi Fraternity. Challenging everyone to action on MLK Day as it is a day of service. Thanks to the public works department. Happy Birthday to my wife Minty!

CM Watson – American Legion Post 108 is open for the Commanders games and the Ravens Games.

CM Bryner – Wants to bring awareness on the genocide in Gaza. Call on elected leaders in state of federal governments to do something about all that is going on. Reminder about the Revenue Authority.

CM Dalaker – Thanks to the PD for following thru with the request of red-light cameras on Columbia Park Rd. Thanks for addressing the tire situation on Trent St. Thanks to public works for their efforts during the inclement weather.

CM Garces – N/A

CM Fry – Thanks to town leadership. Good luck with the Polar Bear Plunge. Happy Birthday to Former CM Nettles. Happy Korean American Day & Happy National Law Enforcement Day.

Mayor Munyeneh – N/A

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

Town of Cheverly
OPEN to CLOSED MEETING

Minutes
9:00 PM
JANUARY 9, 2025

Call to Order:

Meeting called to order at 9:07 pm via Zoom.

In attendance: Vice Mayor Fry, Council Members Wade, Watson, Bryner, Dalaker; Town Administrator – Dylan Galloway, Town Attorneys – Todd Pounds & Jason Deloach

Motion to go into Closed Session to discuss personnel matters that affect one or more specific individuals, to consider the acquisition of real property for a public purpose and matters directly related thereto, to consult with staff, consultants, or other individuals about pending or potential litigation, and to consult with legal counsel to obtain legal advice: by CM Bryner, seconded by CM Wade. Approved unanimously. 9:08 PM

Town of Cheverly
CLOSED MEETING

Minutes
9:07 PM
JANUARY 9, 2025

Call to Order:

Meeting called to order at 9:07 pm via Zoom.

In attendance: Vice Mayor Fry, Council Members Wade, Watson, Bryner, Dalaker; Town Administrator – Dylan Galloway, Town Attorneys – Todd Pounds & Jason Deloach

The Town Administrator provided an update on the Chief of Police selection process.

The Town Administrator and Town Attorney answered questions related to annexation.

The Town Attorney provided legal advice on the acquisition of real property for a public purpose or matters directly related thereto.

LEGEND	
EXIST. FIRE HYDRANT	
EXIST. UTILITY POLE	
EXIST. GAS VALVE	
SPOT ELEVATION	
EXIST. POWER POLE	
EXIST. PROPERTY LINE	
EXIST. CHAIN LINK FENCE	
EXIST. MAJOR CONTOUR LINE	
EXIST. MINOR CONTOUR LINE	
SETBACKS LINE	
PROP. MAJOR CONTOUR LINE	
PROP. MINOR CONTOUR LINE	
EXIST. SEWER LINE	
EXIST. WATER LINE	
PROP. SEWER HOUSE CONNECTION	
LIMITS OF DISTURBANCE	
OVERHEAD LINES	
PROP. 2-1/2" PIN OAK QUERCUS PALUSTRIS	
PRO. 1-3/4" AMERICAN HOLLY ILEX OPACA	
EXIST. SEWER MANHOLE	

Soil Boundary Type CdB

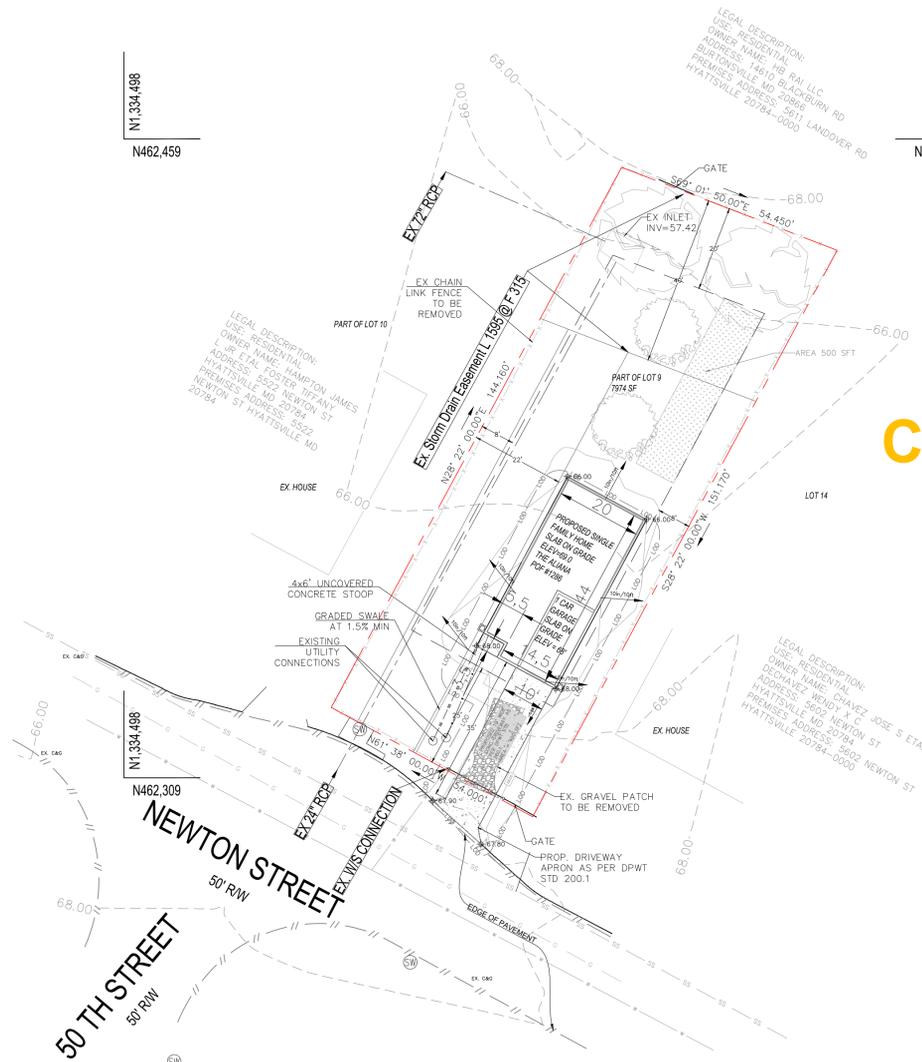
GENERAL NOTES	
1	
2	ZONING: RSF-65 (Residential, Single Family-65 Zone)
3	TAX ACCOUNT: 0150649
4	TAX MAP: 0050; GRID: 00F4; PARCEL: 0000; SUBDIVISION 9400
5	PLAT: A-4999
6	W.S.S.C GRID: 205 NE 05

SITE ANALYSIS		
1	GROSS AREA OF SITE	7,615SF OR 0.17 AC.
2	TOT. DISTURBED AREA	2353 SF OR 0.05 AC.
3	HEIGHT OF DWELLING AT ITS PEAK	24'-0"
4	MAX. COVERAGE BY STRUCTURES	35% OF NET LOT AREA
5	TOT. PROP. COVERAGE BY STRUCTURES	16.70 %
	HOUSE	600 SF
	DECK	0 SF
	PORCH	0 SF
	GARAGE	200 SF
	SIDE WALK	0 SF
	CONC PAD	72 SF
	DRIVEWAY	400 SF
	WALL	0 SF

EARTHWORK		
6	CUT	2.79 C.Y.
	FILL	82.59 C.Y.
	EXPORT/IMPORT	79.80 C.Y.

MINIMUM SETBACKS FOR PRINCIPAL STRUCTURES			
FRONT LOT LINE	25 Ft		
REAR LOT LINE	20 Ft		
SIDE LOT LINE	8 Ft/16 Ft		
CORNER SIDE LOT LINE	25 Ft		
MAX HEIGHT	40 Ft		

SITE PLAN
SCALE 1" = 10'



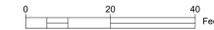
GENERAL NOTES:

- Any underground utilities information shown hereon is taken from available records. The contractor must determine the location and elevation of all existing utilities shown on plans and or identified by field marking. Field marking to be conducted by MISS Utility (1-800-257-7777) prior to trenching. If a conflict is encountered the site manager is to be notified prior to proceeding with construction.
- All tie-in inverts and cross over elevations must be verified prior to start of work.
- Contractor is responsible for removing structures, concrete foundations, and portions of roadways necessary to prepare site for construction of improvements shown hereon. The contractor is to ensure any live utilities are inactive before removal.
- It shall be distinctly understood that failure to specifically mention any work which would normally be required to complete the project shall not relieve the contractor of his responsibility to perform such work.
- All work shall comply with applicable provisions of the Maryland Standards and Specifications for Soil Erosion and Sediment Control.

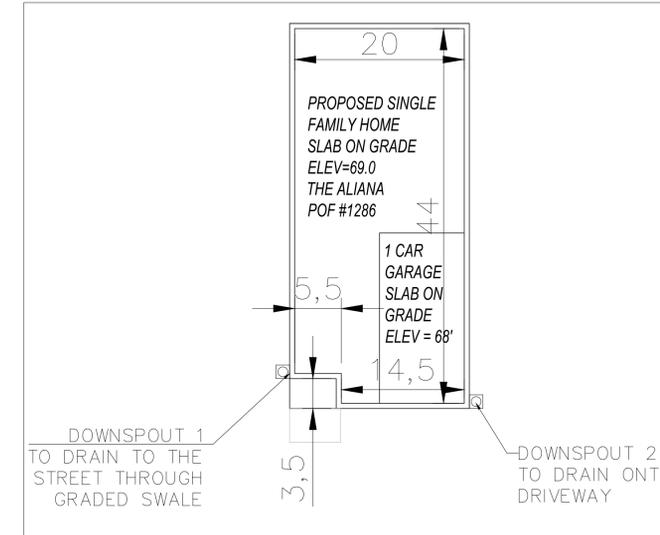


VICINITY MAP
SCALE: 1"=2000'

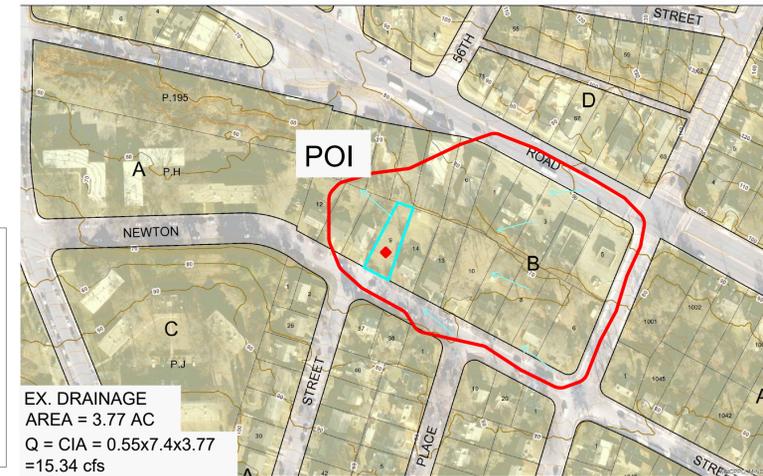
- NOTE:**
- NGVD29 DATUM USED FOR ELEVATIONS
 - NAD 83 DATUM USED AS HORIZONTAL DATUM
 - NO POWERLINES ON THE PROPERTY



TYPICAL HOUSE TEMPLATE
NTS



DA MAP - 5600 NEWTON ST.
SCALE 1" = 150'



EX. DRAINAGE
AREA = 3.77 AC
Q = CIA = 0.55x7.4x3.77
=15.34 cfs

CIVIL ENGINEER

DESIGN

Landscape Architect	Date	Checked By:
Architect	Date	Checked By:
Engineer	Date	Checked By:
S.S.	06/12/2024	S.S.
Drawn by	Date	Checked By:
A.S.	06/12/2024	A.S.

Professional Certification. I hereby certify that these documents were prepared or approved by me, and that I am a duly licensed professional engineer under the laws of the State of Maryland.

License No. **22809**

Expiration Date **10/22/2026**



PROPRIETARY STATEMENT

THE INCLUDED DESIGN, DRAWINGS AND SPECIFICATIONS ARE THE PROPERTY OF CYBORG MANAGEMENT GROUP INC. INSTALLATION CONTRACTOR IS RESPONSIBLE FOR CHECKING ALL DIMENSIONS AND CONDITIONS AT JOB SITE, AS WELL AS BUILDING RULES, CODES AND REGULATIONS PRIOR TO CONSTRUCTION. ALL CLEARANCES AND DIMENSIONS SHOULD BE CHECKED WITH THE ENGINEER PRIOR TO FABRICATION OF SAID WORK. INSTALLATION CONTRACTOR IS RESPONSIBLE FOR CORRECTING THE SAME AT HIS OWN EXPENSE. INSTALLATION CONTRACTOR IS RESPONSIBLE FOR COMPLYING WITH ALL NOTES. USE OF THESE DESIGNS/DRAWINGS FOR ANY OTHER PURPOSE IS UNAUTHORIZED

OWNER/APPLICANT/DEVELOPER

SEPTEMBER PROPERTIES LLC
12138 Central, Ave, Suite 955
Mitchellville, MD 20721
(202) 888-3697

ISSUED ON 06/12/2024

REVISIONS		
Rev. No.	Date	Description

**SITE DEVELOPMENT
CONCEPT PLAN**

5600 NEWTON ST
HYATTSVILLE 20748
Prince George's County, Maryland
SCALE: AS SHOWN Liber: 38654 Folio: 439

RESERVED SPACE FOR DP/E
CONCEPT APPROVAL STAMP,
TECHNICAL APPROVAL STAMP, AND
APPROVED PERMIT SET STAMP.

TRAFFIC CONTROL PLAN NOTES

C-1	All proposed lane closures shall occur between the hours of 9 AM and 3 PM, unless otherwise coordinated with the permitting agency.
C-2	Roadway must be fully restored at end of each workday
C-3	A minimum of 10'lanes must be maintained through the work zone
C-4	Access to all driveways must be maintained.
C-5	If steel plates are used to temporarily restore the roadway, then steel plate warning signs shall be installed on all approaches.
C-6	During the period between November 15 of each year and March 15 of the following year, steel plates are not permitted except in emergency cases. When any steel plate is installed, the permittee shall notify DPWT's dispatcher by phone, at (301) 324-2710 and the DPIE Inspector, within the first 4 hours of installation of said plates. When installed, steel plates shall be appropriately identified by permittee for traffic and pedestrian safety. In addition, a minimum of four 4-foot tall wooden survey stakes (painted bright pink) placed behind the face of curb, or in rural areas, placed beyond road shoulder, shall be required to denote beginning and end of steel plates.
C-7	Any conflicting pavement markings shall be covered and temporary pavement markings installed as necessary.
C-8	Any removal of pavement markings must be done with mill and overlay. Grinding is not permitted.
C-9	Traffic control devices must be in compliance with the latest edition of the MUTCD and the MD SHA Book of Standards
C-10	All warning signs not in use shall be fully covered with opaque material.
C-11	Traffic signs shall not be placed where they will impede the path of pedestrians or motorists.
C-12	All excavation which results in a pavement edge drop-off shall be in accordance with MD STD nos. MD 104.06-15 to MD 104.06-19. On County roads, concrete barrier is to be used when the drop-off is greater than 5 inches and the roadways where work is taking place is classified as a collector, major collector or arterial. Water filled or sand filled barrier is to be used when the drop-off is greater than 5 inches and the roadways where work is taking place is classified as an industrial, primary residential or secondary residential roadway. Only MSHA approved water/sand filled barriers should be used. Channelizing drums may be used when the drop-off is greater than 5 inches and the roadways where work is taking place are classified as primary residential or secondary residential roadways AND the work zone is controlled by a flagger
C-13	This plan approval is only for County maintained roadways. The road work should be coordinated, reviewed and approved by any other jurisdiction impacted.
C-14	Any physical or operational impacts to a traffic signal must be addressed and coordinated with the County DPW&T Signal Shop.
C-15	If the road work impacts the operation of a traffic signal, the contractor may be required to provide additional detection devices to facilitate the maintenance of traffic operations. This shall be determined by the permitting agency and/or the County DPW&T Signal Shop
C-16	Pedestrian facilities must be maintained or a clear, detectable, traversable, safe and handicap accessible alternative path must be provided.
C-17	Flaggers shall be Maryland State Highway Administration or ATSSA approved/certified flaggers. Radio communication shall be required between flaggers if the flaggers cannot see each other or if the lane closure exceeds 200 feet.

Soil Symbol	Soil Description	Hydrologic Soils Group
CdB	Christiana-Downer-Urban Land 5-15% slopes	D

PLANT SCHEDULE AND PLANT LIST

SYMBOL OF EACH TREE/SHRUB	# OF EACH TREE/SHRUB	BOTANICAL NAME	COMMON NAME	SIZE OF EACH TREE/SHRUB
	2 TREES	QUERCUS PALUSTRIS	PIN OAK QUERCUS PLAUSTRIS	6FT
	2 TREES	TREES PRUNUS SERRULATA	FLOWERING CHERRY PRUNUS SP	1 3/4"
	25 SHRUBS	SEMPERVIRENS	EVERGREEN CUPRESSUS SHRUBS	3 FT
	25 SHRUBS	ROSA GALLACIA VAR. OFFICINALIS	OLD RED DAMASK ROSE SHRUBS	3 FT

RESIDENTIAL TYPE ¹	MINIMUM NUMBER OF SHADE TREES	MINIMUM NUMBER OF ORNAMENTAL TREES	MINIMUM AREA OF TOTAL LOT AREA PLANTED WITH SHRUBS, PERENNIALS, AND/OR GROUND-COVER.	COMMON AND GREEN AREA REQUIREMENTS
Single-Family Detached Lots 40,000 sq. ft. or larger	5 per lot	4 per lot	800 S.F.	1 major Shade Tree and 25 plant units of understory per 1,000 square feet of Common Area per 4.1.c.4.
Single-Family Detached Lots 20,000-39,999 sq. ft.	4 per lot	3 per lot	800 S.F.	
Single-Family Detached Lots 9,500-19,999 sq. ft.	3 per lot	2 per lot	550 S.F.	
Single-Family Detached Lots 6,500-9,500 sq. ft.	2 per lot	2 per lot	500 S.F.	
Single-Family Detached Lots smaller than 6,500 sq. ft.	1 per lot	2 per lot	500 S.F.	

SCHEDULE 4.1-1 RESIDENTIAL REQUIREMENTS FOR SINGLE-FAMILY DETACHED LOTS*			
Lot size range	6500-9500	Square Feet	
Number of lots	One		
Area of common Open Space	n/a	# of trees Required	# of trees Provided
PER LOT			
Shade Trees	2 Trees (Height 12-14 Feet)	2 Trees	2 Trees
Evergreen/Ornamental trees	2 Trees (Height 7-9 Feet)	2 Trees	2 Trees
Existing Shade Tree to remain			
COMMON AREA			
Shade Trees (1/1000 s.f.)	25 plants units per 1000 s.f.:		
Evergreen Trees			
Ornamental Trees			
Shrubs, Perennials & Groundcover	500 sft	500 sft	
Existing Shade Trees	1 trees	1 trees	

SAMPLE SCHEDULE 4.9-1 SUSTAINABLE LANDSCAPING REQUIREMENTS				
% OF NATIVE PLANTS				
	#Plants Provided	Total Native	Native % Required	Native % Provided
Shade Trees	2	2	80%	100
Ornamental Trees			70%	
Evergreen Trees	2	2	40%	100
Shrubs	50	50	60%	100
MINIMUM # SPECIES REQUIRED				
	Total # Provided	Predominant Species (Name)	# Predominant Species	% Predominant Species
Shade Trees	2	PIN OAK QUERCUS PLAUSTRIS	2	100
Ornamental Trees				
Evergreen Trees	2	FLOWERING CHERRY PRUNUS	2	100
Shrubs	50 SHRUBS: BOTH DOMINANT: 25 EVERGREEN AND SUMMERSWEET SHRUBS			100
1	Are invasive species proposed?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
2	Are existing on-site invasive species in area proposed to fulfill the requirements of this manual?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
3	If "Yes" is checked in the number 1 or 2 is a note included on the plan requiring removal of invasive species prior to certification in accordance with Section 1.5, Certification of Installation of plant Materials?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
4	Are Trees proposed to be planted on slopes greater than 3:1?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	

MAINTENANCE OF TRAFFIC CHECKLIST (104)

Phase	Requirements
Before Construction	See that: 1. Locations for temporary construction and detours are correct as shown on the Traffic Control Plan crpP). 2. The Office of Materials and Technology (OM) has approved the materials. 3. Necessary traffic control devices are available and in good condition. 4. Approved TCP is approved and implemented. 5. Contractor must submit and get approved a certified Traffic Manager (11M) for project.
During Construction	See that: 1. Temporary structures and roadways are constructed and maintained in accordance with the requirements of the Contract Documents. 2. All traffic control devices have been installed properly and meet the TCP requirements. 3. Temporary and permanent roads and structures, as well as those under construction, are maintained in conformance with the Contract Documents. 4. Traffic Control Devices are reviewed continuously. 5. The TM implements the TCP, maintains an up to date TCP and provides a copy of any approved changes to the TCP to the Project Engineer. 6. The TM on a regular basis monitors the condition of the route traveled through work areas. Submit daily reports for filing.
After Construction	See that: 1. Temporary devices, structures, and roadways are removed and the area is restored to proper condition. 2. Measurements and cross sections are taken as required to document payment for quantities of materials removed (if applicable). 3. Measurements, drawings and computations are made and entered in the sketch book to document quantities of items.

*Stabilization practices on all projects must be in accordance with the requirements of COMAR 26.17.1.09 G regulations by January 9, 2013, regardless of when an erosion and sediment control plan was approved.

Following initial soil disturbance or re-disturbance, permanent or temporary stabilization must be completed within:

a) Three (3) calendar days as to the surface of all perimeter dikes, swales, ditches, perimeter slopes, and all slopes steeper than 3 horizontal to 1 vertical (3:1); and

b) Seven (7) calendar days as to all other disturbed or graded areas on the project site not under active grading.

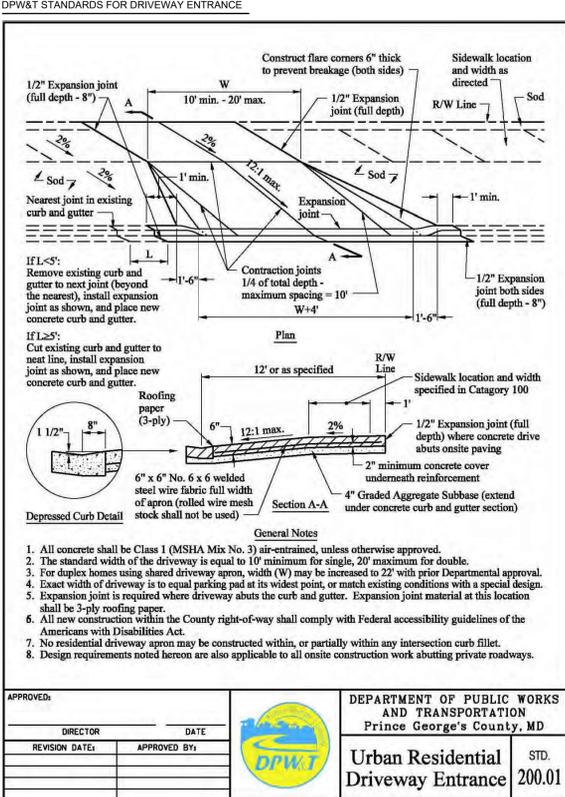
NOTE: Site is exempt from the woodland conservation requirements because the property has no previous TCP approvals and:

- Is less than 40,000 square feet in size; and/or
- Contains less than 10,000 square feet of woodland

NOTE: Site is exempt from the requirements of the Tree Canopy Coverage Ordinance, Section 25-128 of the Prince George's County Code requires a minimum percentage of tree canopy coverage on projects that propose more than 5,000 square feet of disturbance. This site includes less than 5,000 square feet of disturbance.

Tree Canopy Coverage Schedule for Sec. 25-128			
Project Name:	TCP#:	DRD Case #:	Area (acres)
Site Calculations:	Zone 1:	RSF-65	0.17
	Zone 2:		
	Zone 3:		
	Zone 4:		
	Total Acres:		0.17
Total Acres (gross acres)	% of TCC required	TCC Required (Acres)	TCC Required in (SF)
0.17	10.0%	0.02	741
A. TOTAL ON-SITE WC PROVIDED (acres) =	0.02	acres	784.08
B. TOTAL AREA EXISTING TREES (non-WC acres) =	0.02	acres	958.32
C. TOTAL SQUARE FOOTAGE IN LANDSCAPE TREES =			470
D. TOTAL TREE CANOPY COVERAGE PROVIDED =			2212
E. TOTAL SQUARE FOOTAGE REQUIRED =			741
			Requirement Satisfied

Credit Categories for Landscape Trees	TCC Credit per Tree Based on Size at Planting (SF)	Number of Trees	TCC Credit (SF)
Deciduous - columnar shade tree (50' or less height)	2 - 1/2 - 3" = 65 3 - 3 1/2" = 75		0
Deciduous - ornamental tree (20' or less height with equal spread). Minimum planting size 7 - 9' in height	1 - 1/2 - 1 - 3/4" = 75 2 - 2 1/2" = 100 2 - 1/2 - 3" = 110		0
Deciduous - minor shade tree (25-50' height with equal spread or greater). Minimum planting size 8-10' in height	2 - 1/2 - 3" = 160 3 - 3 1/2" = 175	2	220
Deciduous - major shade tree (50' and greater ht. with spread equal to or greater than ht) Minimum planting size 12 to 14' in height	2 - 1/2 - 3" = 225 3 - 3 1/2" = 250	0	0
Evergreen - columnar tree (less than 30' height with spread less than 15')	6 - 8" = 40 8 - 10" = 50 10 - 12" = 75		0
Evergreen - small tree (30-40' height with spread of 15-20')	6 - 8" = 75 8 - 10" = 100 10 - 12" = 125	2	250
Evergreen - medium tree (40-50' height with spread of 20-30')	6 - 8" = 125 8 - 10" = 150 10 - 12" = 175		0
Evergreen - large tree (50' height or greater with spread of over 30')	6 - 8" = 150 8 - 10" = 200 10 - 12" = 250		0
TOTAL NUMBER OF TREES/TCC CREDIT (SF)		4	470
(Manually enter information/figures into shaded areas)			
Syyed Saif Ul Haq		1/15/2025	
Prepared by		Date	
		Revised June 2011	



CIVIL ENGINEER

DESIGN

Landscape Architect	Date	Checked By:
Architect	Date	Checked By:
Engineer	Date	Checked By:
S.S	06/12/2024	S.S
Drawn by	Date	Checked By:
A.S	06/12/2024	A.S

Professional Certification. I hereby certify that these documents were prepared or approved by me, and that I am a duly licensed professional engineer under the laws of the State of Maryland.

PROPRIETARY STATEMENT

THE INCLUDED DESIGN, DRAWINGS AND SPECIFICATIONS ARE THE PROPERTY OF CYBORG MANAGEMENT GROUP INC. INSTALLATION CONTRACTOR IS RESPONSIBLE FOR CHECKING ALL DIMENSIONS AND CONDITIONS AT JOB SITE, AS WELL AS BUILDING RULES, CODES AND REGULATIONS PRIOR TO CONSTRUCTION. ALL CLEARANCES AND DIMENSIONS SHOULD BE CHECKED WITH THE ENGINEER PRIOR TO FABRICATION OF SAID WORK. INSTALLATION CONTRACTOR IS RESPONSIBLE FOR CORRECTING THE SAME AT HIS OWN EXPENSE. INSTALLATION CONTRACTOR IS RESPONSIBLE FOR COMPLYING WITH ALL NOTES. USE OF THESE DESIGNS/DRAWINGS FOR ANY OTHER PURPOSE IS UNAUTHORIZED

OWNER/APPLICANT/DEVELOPER

ISSUED ON 02/21/2024

REVISIONS		
Rev. No.	Date	Description

DEPARTMENT OF PUBLIC WORKS AND TRANSPORTATION
Prince George's County, MD

Urban Residential Driveway Entrance STD. 200.01

SITE DEVELOPMENT CONCEPT PLAN

5600 NEWTON ST
HYATTSVILLE 20748
Prince George's County, Maryland
SCALE: AS SHOWN Liber: 38654 Folio: 439

WSSC Water Long-Form Permit for Abandonment, Service Connection, and Meter Vault Only (External)



Permit Number: SC-1443367-2023 **(Res) New/Upgrade**

Active Holds on the Permit:

Permit Details:

Permit Type:	Service Connection (Res)	Project Record:	Application Date:	07/27/2023
Work Class:	New/Upgrade	DSG Reviewer ID:	Issue Date:	08/04/2023
Permit Status:	Issued	RSG Reviewer ID:	Registration Date:	
Description:		Licensee Name:	Last Connection Date:	
		Licensee ID:	Final Date:	
County Building Permit #:				
Building Certification Release Date:	08/04/2023			
Building Certification Release Expiration Date:	08/04/2026			

Property Info:

Service Address (Number & Street Name):	5600 Newton St		
Property Type:	01 - Single-Family Dwelling	EGIS Property Info:	
Subdivision:	WEST CHEVERLY	Subdivision:	940000
Parcel:	n/a	Parcel:	
Lot:	9	Lot:	
Block:	n/a	Block:	
ADC Map Page:	0000	GIS X Coordinate:	1334582.188242240
ADC Map Grid:	C01	GIS Y Coordinate:	462380.999536680
200' Sheet #:	205NE05	200' Sheet #:	205NE05
County:	P		
Election District:	2	Election District:	02
Current Property Tax Account #:	00150649	Current Property Tax Account #:	00150649
Tax Account # (Other):			
Is Parent Tax Account #?:	No	AIS Property Info:	
City:	HYATTSVILLE	County:	
Zip Code:	20784	Election District:	
Building #:		Current Property Tax Account #:	
Building Name:			
Unit or Suite #:			
Parcel Record Info:	P0200150649		

Owner Info:

Name:	FEROZE ZAHID	Street Address:	5105 CORNELIAS PROSPECT DR	City:	BOWIE
State:	MD-Maryland	Zip:	20720	Telephone:	3014595932

WSSC Water Long-Form Permit for Abandonment, Service Connection, and Meter Vault Only (External)



Permit Number: SC-1443367-2023 (Res) New/Upgrade

Proposed Work:

Job/Tenant Name:	Permit Job Detail:
	Structure Condition (New/Exist): New
Water Supply System:	Sewer Disposal System:
Current Water Supply Type:	Current Sewage Disposal Type:
Proposed Water Service Connection Size: 1-1/2"	Proposed Sewer Serv Conn. Size: 4" Gravity
Water Service Category: W-3	Sewer Service Category: S-3
Water Main Location: In the Public Way	Sewer Main Location: In the Public Way
Water: Job Contract #:	Sewer: Job Contract #:
Existing Water Service Connection Size to be Abandoned:	Existing Sewer Service Connection Size to be Abandoned:
Proposed Meter for Outside Meter Vault/Setting:	
Meter Requested from Applicant:	Sewage Pump Info:
WSSC Meter Location Requested: Inside	Please indicate whether any of these apply. N/A
Meter Size Requested: 1"	Grinder Pump Make:
	Grinder Pump Model:
	Grinder Pump Approval Date:
	Grinder Pump Approved By:
Residential:	Non-Residential:
Who will build/abandon the service connection or outside meter vault? WSSC	Does proposed Service Connection serve MORE THAN ONE building?
ONLY property owned in subdivision or development? Yes	Total Residential Units in Building:
Existing Property Details (Health Hazard) N/A	Water Service Connection serves Fire Suppression System:
Length (in feet) of water service to be installed by plumber on property: 30	Water Service Connection for irrigation purposes only:
Existing service connection(s) to be abandoned in County/State Road:	SU or MSU #:
	SU or MSU Project Name:
ALL structure(s) to be served by the requested service connection(s)/outside meter vault/setting OR were served by service connections(s)/outside meter vault/setting to be abandoned:	
<input checked="" type="checkbox"/> Main House (May include attached garage):	1
<input type="checkbox"/> Garage:	0
<input type="checkbox"/> Pool House:	0
<input type="checkbox"/> Guest House:	0
<input type="checkbox"/> Studio:	0
<input type="checkbox"/> Barn:	0
<input type="checkbox"/> Other:	

**WSSC Water Long-Form Permit
for Abandonment, Service Connection, and Meter Vault Only (External)**



Permit Number: SC-1443367-2023 (Res) New/Upgrade

Deferred Payment Plan Option:

Water Service Connection:	Yes
Sewer Service Connection:	Yes

SEP Mainline Extension Work Class:

New Connection or Abandonment for property not owned by the SEP applicant:
Payment Method Indicated:
Previously generated 'Permit Range' SC or AB permit #:
'Permit Range' permit # (SC or AB type) already exists on approved Job/Contract plans
Previously generated 'Permit Range' permit #:
Overwrite existing permit # with the 'Permit Range' permit #?

WSSC Water Long-Form Permit for Abandonment, Service Connection, and Meter Vault Only (External)



Permit Number: SC-1443367-2023 (Res) New/Upgrade

WSSC Meter/Billing Account Information:

Water Meter Info:			
Water: Proposed Meter Size:	1"	Water: Existing Meter Size:	N/A
Water: Proposed Meter Type:	C - Domestic Main Meter	Water: Existing Meter Type:	N/A
Water: Proposed Meter Location:	Outside	Water: Existing Meter Location:	N/A
WSSC Billing Account Info:			
WSSC Billing Account #:	n/a		
WSSC Meter ID #:	n/a		
Manufacturer:	N/A		

Base Permit Information:

(PPIS) Base Permit #:	0000000	(XREF) SC Base Permit #:	0000000
Meter Base Permit #:		AB Base Permit #:	
Water SC Permit # Serving Property:	0000000	Sewer SC Permit # Serving Property:	0000000
Existing Water Service Connection Size:	N/A	Existing Sewer Service Connection Size:	N/A
Water: Job/Report #:	A15001	Sewer: Job/Report #:	A15001
Availability of Water Main:	Existing	Availability of Sewer Main:	Existing
Water: Main Master Meter Permit #:			
Alternate Billing Account/Meter Service Address:			

Additional Service Connection, Abandonment, and Meter Vault Information:

Water:		Sewer:	
Water Service Connection Contract #:	7368A22	Sewer Service Connection Contract #:	7368A22
Water Service Abandonment Contract #:		Sewer Service Abandonment Contract #:	
Water Outside Meter Vault/Setting Contract #:			
Water Meter Abandonment Contract #:			
Water: Date Permit Assigned to Contract:	11/08/2023	Sewer: Date Permit Assigned to Contract:	11/08/2023
Water: Release for Service Date:	12/01/2023	Sewer: Release for Service Date:	12/01/2023
Water: Substantial Completion Date:		Sewer: Substantial Completion Date:	
Water Abandonment Permit #		Sewer Abandonment Permit #	
Water: AIS Contract # Built From:	1950-0437	Sewer: AIS Contract # Built From:	1951-0364
Water: Built with Mainline Extension?	Improved	Sewer: Built with Mainline Extension?	Improved
Water: Shared Connection?	No	Sewer: Shared Connection?	No
Private System Takeover?	No	Dry Sewer?	No
Water: Ahead of Payment:	No	Sewer: Ahead of Payment:	No

**WSSC Water Long-Form Permit
for Abandonment, Service Connection, and Meter Vault Only (External)**



Permit Number: **SC-1443367-2023** (Res) New/Upgrade

Current Permit Cost Information:

Fee Description	Current Actual Cost	Current Fees Due	Invoice #	Status
Total Permit Fees				

Payment Information:

Payment Transaction #	Invoice #	Payment Amount	Payment Method	Date Paid	Transaction Status
Total Payments					

Required Physical Documents:

Document Name	Required	Received Date

Contacts Associated to this Permit:

NAME	TYPE	PHONE	EMAIL	BILLING CONTACT?



WORKSESSION
January 23, 2025
7:30 PM

Minutes

Call to Order:

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

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

Motion to excuse CM Garces from meeting made by CM Bryner. 2nd by CM Watson. Approved unanimously.

Staff: Town Administrator Dylan Galloway, Chief David Morris, Deputy Chief Krauss, Public Works Director Brayman

Pledge of Allegiance

Financial Review – Town Accountant Diane Mock & Town Administrator provided a financial update.

Hometown Hero recommendation – There was a presentation on Veteran Flag Display on public poles.

Stop Sign Camera update – Interim Chief Morris and representatives from Obvio presented the Let's Drive Safer program, which captures stop sign violations via cameras. Data has already been collected throughout town from their pilot cameras.

- Forest RD & Cheverly Ave. There is an average 86% violation rate.
- 63rd & Kilmer (unincorporated), the average violation rate is 81%

Policy Working Group—The policies regarding community organizations and their benefits (newsletter, grants, facilities usage) were sent to the community organizations/boards, and a request was made to extend the deadline for feedback. The policies will now be voted on at the February work session.



Resolution R-3-25 Election Judges* – Mayor Munyeneh read the resolution appointing election judges for the May 5th town election.

Motion to adopt Resolution R-3-25 appointing made by CM Bryner. 2nd by CM Fry. Approved Unanimously.

Town Administrator Update - Town Administrator Galloway provided a report to the Mayor and Council.

- [Non-Intervention Ordinance](#) – The town has an ordinance which states:
 - No official or employee may inquire into an individual's citizenship or immigration status.
 - No official or employee may utilize or allow to be utilized town resources to support federal civil immigration enforcement operations or activities.
- Cheverly Station apartments will not allow federal agents to enter their units. The agents will need to enter by force if they have a warrant. They will also share resources with their residents for any assistance available.
- The Town Administrator read a memo from the acting deputy attorney general issued on 1/21/25 outlining significant interim policy changes concerning charging citizens and immigration appointments following the current president's inauguration. The document states that multiple agencies will share information. It states that if local government impedes these investigations, they will lose federal funding.
- The cable franchise agreement with Comcast of Maryland must be reviewed and approved at the next town meeting.
- 6207 State St. – The town is working with DPIE to address/demolish the building due to its deteriorating condition.
- Hospital Hill Background – On 1/13/25 the Town of Cheverly filed a lawsuit against the Town of Bladensburg. Details are posted on the town's website. On 1/23/25 the RDA filed a lawsuit against the Town of Bladensburg. Also, on 1/23/25 the RDA and Town of Cheverly filed a temporary restraining order against the Town of Bladensburg. The Town of Cheverly remains committed goal to annex the Hospital Hill property. Both the Town of Cheverly and the developers have had the same goal for Cheverly to annex the property since the beginning of the Town's collaboration with the Redevelopment



Authority and both remain committed. Updates will be posted on the town's website as developments occur.

- 1812 & 1816 64th Ave – The developer has been notified that the Town is not in agreement with their plans to build a 106-unit apartment complex on that site due to its proximity to the park, the size of the lot and concerns about road congestion. The developer is going to seek community feedback in hopes to move forward.
- 5801 Annapolis Rd – The development team would like to present at the February work session.
- The town's boards & committees meeting will be held on 1/31/25 @ 6:30pm via Zoom.
- Cell phone reception update – AT&T is conducting and assessment. Verizon has provided network extenders to improve coverage at town hall, public works and the police department. T-Mobile reviewed the coverage and concluded that the lack of cell towers is a significant issue.
- Met with Mr. Hershel Bagley to get information on the SAS Flood Prediction Solution MDE Flood Grant Program. The grant would be for sensors around town to assist staff with flooding and snow plowing needs. The town will apply for these grants.
- There is an at large dog in town that has caused concern amongst residents. The owner has been issued a citation.
- Kilmer Park - Director Brayman provide an update regarding Kilmer Park Arboretum access. DPWT & the county recommends proceeding with a permit & stormwater. Due to this Director Brayman suggests alternative access to the park. A longer route via 62nd Place and maybe get more assistance from DPWT since it requires less work. Waiting for feedback from the county.
- Resident Appreciation Day 1/27/25

Motion to extend the meeting by 5 minutes made by CM Bryner. 2nd by CM Dalaker. Approved unanimously.

Police Chief Report – Interim Chief Morris and Deputy Chief Krauss provided a report to the Mayor and Council

- Polar Bear Plunge 1/31/25
- Public Safety Day may be moved to May
- The Cheverly Police Department has received a DNA kit related to a 15-year-old burglary case that occurred in town. The victim has been contacted and has requested that the



department proceed with the investigation. A DNA warrant will be executed on the identified suspect.

Update by CM Fry and Garces Regarding Cheverly Station Apartments –

- Conversations will resume with Cheverly Station Apartments. The topics below need to be addressed:
 - Security cameras
 - The water quality needs to be addressed
 - Rodent issues

Review of February Town Meeting Agenda and Future Requests -

- Kilmer Park Accessibility
- 5801 Annapolis Rd developer
- Board of Elections update
- Stop Sign cameras at the apartments
- Hospital Hill update (Town Meeting)
- Hometown Heroes (Work Session)
- Voting on Organization/boards policies
- Black History Proclamation
- Stream Restoration (Work Session)
- 5701 Landover Rd (Work Session)

Motion to adjourn at made by CM Fry. 2nd by CM Garces. Approved unanimously.



Thursday, February 13, 2025

PROCLAMATION

BLACK HISTORY PROCLAMATION

CELEBRATING AFRICAN AMERICANS' ACCOMPLISHMENTS AND RECOGNIZING THE STRUGGLE FOR FREEDOM AND EQUAL OPPORTUNITY

WHEREAS, Carter G. Woodson originally established a “Negro History Week” in 1926 to highlight the contributions of Black and African Americans (hereinafter “Black”) in American Society. Black History Month grew from “Negro History Week” and is an annual celebration of achievements by Black Americans. Each February serves as a time for the nation to remember and recognize the role of Black Americans in U.S. History. Since 1976, every U.S. president has officially designated the month of February as Black History Month. Other countries around the world, including Canada and the United Kingdom, also devote a month to celebrating Black history.

WHEREAS, our community is made up of a diversity of people, but specifically fifty-four percent who identify as Black Americans.

WHEREAS, The Town of Cheverly continues its efforts to acknowledge its past while being forward-thinking for its future. Through civic engagement, Cheverly has removed symbols of supremacy from its town seal, passed the “In Defense of Black Lives” Resolution, established the “Civic African American Community Organization” (CAACO), and honored Historically Black organizations and institutions such as the Fourth Ward Civic Association and Cheverly Divine Nine.

WHEREAS, Black History is American History. While some Black Americans experience tremendous success, wealth, and opportunity, many still struggle to realize America’s promise. The Town of Cheverly recognizes that acknowledging this makes them a stronger municipality, poised to adequately meet the needs of ALL its residents and not just some.

WHEREAS, The Town of Cheverly has embraced every effort to be more inclusive and representational in government and leadership. In July of 2021, Cheverly gained its first Black Mayor in the history of the town, Kayce Munyeneh, who is also a proud member of Delta Sigma Theta Sorority Inc. Additionally, Dylan Galloway serves as the Town's



Thursday, February 13, 2025

PROCLAMATION

first African American Town Administrator and is also a member of Omega Psi Phi Fraternity Inc and Council Member Christopher Wade a member of Alpha. In the past years, Cheverly has signed a proclamation for Juneteenth, had its first representation in Maryland Black Mayors Association, named a town structure after an African American with the William Eley Jr. Building and the Robert Tucker Sr. Town Pavilion, and engaged in reconciliation efforts through community organizations like The Mount Hope Commission and The Forum.

WHEREAS, the theme for Black History Month 2025, "African Americans and Labor" focuses on the various and profound ways that work and working of all kinds – free and unfree, skilled, and unskilled, vocational and voluntary – intersect with the collective experiences of Black people.

WHEREAS, The Town of Cheverly had never proffered a proclamation for Black History Month before 2021. The Town welcomed the opportunity to be a leader for surrounding municipalities in celebrating February as Black History Month. The Town of Cheverly applauds Governor Hogan's first Proclamation for Black History Month in the State of Maryland in 2021.

WHEREAS, The Town of Cheverly is honored to recognize the historic moment of Wes Moore becoming Maryland's First Black Governor on January 18, 2023, serving as the 63rd governor of the state, the third Black person elected as governor of any U.S. state, and as of 2023, the only incumbent black governor of any U.S. state.

NOW, THEREFORE, The Cheverly Mayor and Council, do hereby proclaim the month of February as Black History Month in the Town of Cheverly, to be celebrated and commemorated with appropriate programs, ceremonies, and activities.

Attest: _____

Kayce Munyeneh
Mayor



Thursday, February 13, 2025

PROCLAMATION

Christopher R. Wade
Councilmember

Joseph Dalaker
Councilmember

Micah Watson
Councilmember

Charly Garces
Councilmember

Nicole Bryner
Councilmember

Amy Jean Chung Fry
Councilmember



**TOWN OF CHEVERLY
ORDINANCE 2025-01
CABLE FRANCHISE ORDINANCE**

**AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF CHEVERLY
GRANTING A RENEWAL OF THE CABLE FRANCHISE TO COMCAST OF
MARYLAND, LLC AND AUTHORIZING A FRANCHISE AGREEMENT**

WHEREAS, pursuant to §5-201 et seq. of the Local Government Article, Annotated Code of Maryland, the Town Council of Cheverly (hereinafter, the “Town”) has the power to pass such ordinances as it deems necessary to protect the health, safety, and welfare of the citizens of the municipality;

WHEREAS, the Mayor and Town Council have the power under §5-204(d) of the Local Government Article, Annotated Code of Maryland, to grant non-exclusive cable franchises; and

WHEREAS, the Mayor and Council have adopted a cable ordinance to govern cable franchises that are located within the Town; and

WHEREAS, the Town entered into a cable franchise agreement with Comcast of Maryland, LLC which ended, but has been extended during the negotiation of the renewal of the franchise agreement; and

WHEREAS, the Mayor and Council authorized the negotiation of the renewal of the franchise agreement with Comcast of Maryland, LLC and said proposed agreement has been prepared and presented to the Council; and

WHEREAS, the Mayor and Council have determined that it is in the public interest to renew the cable franchise with Comcast of Maryland, LLC, within the corporate limits of the Town, on condition that Comcast of Maryland, LLC. enter into a franchise agreement in substantially the form as attached to this Ordinance.

Section 1. NOW THEREFORE, BE IT ORDAINED AND ENACTED, by the Mayor and Town Council of Cheverly, authorize the renewal of the non-exclusive right to construct and operate a cable television system along the public rights of way in the Town of Cheverly is hereby granted to Comcast of Maryland, LLC, subject to the provisions of Chapter 26, “Cable Television” of the Town Code and a franchise agreement between the Town and Comcast Cable, LLC in a form substantially similar to that attached to this Ordinance. The Mayor is authorized to endorse the franchise agreement on behalf of the Town.

Section 2. BE IT FURTHER ENACTED that this Ordinance shall take effect within thirty (30) days of adoption.

CAPS
[Brackets]
Asterisks * * *

: Indicate matter added to existing law.
: Indicate matter deleted from law.
: Indicate matter remaining unchanged in existing law but not set forth in Ordinance

TOWN OF CHEVERLY
ORDINANCE No: 2025-02

AN ORDINANCE WHEREBY THE MAYOR AND COUNCIL AMENDS CHAPTER 30, “INCOME BASED TAX CREDIT PROGRAMS” OF THE TOWN CODE TO REVISE THE AMOUNT OF THE HOMEOWNERS’ TAX CREDIT UNDER THE TAX CREDIT PROGRAM

WHEREAS, the Mayor and Town Council of the Town of Cheverly are committed to promoting its values as a welcoming and inclusive Town for all individuals and is a community that seeks to accept everyone, regardless of a person's race, ethnicity, place of origin or immigration status; and

WHEREAS, residents, new and long-time owner-occupants of principal residences, have continued to face the real threat of losing the financial ability to remain in their homes by virtue of the rising market values, inflation, and consequent property tax assessments, which are the hallmarks of the process of neighborhood change; and

WHEREAS, the Town of Cheverly wishes to continue to address displacement and economic hardship caused by the COVID-19 Global Pandemic and consequential inflation; and

WHEREAS, the Town wishes to preserve key aspects of Cheverly's past while looking forward to the future by supporting sustainable growth that protects our natural and historic resources, while preserving our values, qualities, and culture for our new and longtime residents; and

WHEREAS, the Mayor and Council adopted a Strategic Plan in 2022 that lists Growth through economic and business development as a Key Priority for a 5-year plan for the Town’s future; and

WHEREAS, it is the belief of the Mayor and Council that the community is protected by increasing the tax credit under the Town’s Income Based Tax Credit Program to \$150.00; and

NOW THEREFORE, BE IT ORDAINED, by the Mayor and Council of the Town of Cheverly, a new Chapter of the Code, Chapter 30 “INCOME BASED TAX CREDIT PROGRAMS” is repealed, amended, and re-enacted as follows:

CHAPTER 30– INCOME BASED TAX CREDIT PROGRAMS

SEC. 30-1 - Income Based Homeowners’ Municipal Tax Credit

- (a) The Town of Cheverly will issue a rebate if a resident has completed the Maryland State Department of Assessments & Taxation Homeowners’ Property Tax Credit Application, has been granted that tax credit, and can present written proof of that granted tax credit.
- (b) The Town of Cheverly will first apply the tax credit to any debts, fines, and/or tickets issued by the Town.

SEC. 30-2. - Eligibility Requirements.

The applicant must meet the following requirements to qualify:

- (a) An applicant’s combined gross household income does not exceed \$60,000.
- (b) An applicant’s net worth must be less than \$200,000, regardless of the amount a resident pays in tax for THE YEAR PRECEDING THE APPLICATION, excluding the value of the property for which the credit application is being made and the cash value of Individual

Retirement Accounts or qualified retirement savings plans as of December 31ST OF THE YEAR PRECEDING THE APPLICATION.

- (c) The applicant must own or have a legal interest in the property. Land installment sales, contract purchases, holders of life estate, and beneficiaries of certain trusts have sufficient legal interest.
- (d) The dwelling for which the application is being made must be the applicant's principal residence. Applicant resides or expects to reside for more than six (6) months of the tax year, including July 1, 2] OF THE YEAR PRECEDING THE APPLICATION, unless unable to do so for reasons of illness, need of special care, or the property was recently purchased. An individual who permits, pursuant to a court order or separation agreement, a spouse, former spouse, or children of that person's family to reside in a dwelling in which the individual has a legal interest has met the residency requirement. A homeowner may claim credit for only one principal residence.

SEC. 30-3.- Application.

- (a) The applicant must be a current resident of the Town of Cheverly.
- (b) Applicants shall provide to the Treasurer of the Town written proof that they were granted a tax credit FOR THE YEAR PRECEDING THE APPLICATION from the Maryland State Department of Assessments & Taxation
- (c) Initial applications shall be presented to the Town between February 1 and May 15.
- (d) If the applicant meets all requirements, including written proof of approval of the Maryland Homeowners' Property Tax Credit FOR THE YEAR PRECEDING THE APPLICATION, the Treasurer will be directed to issue a reimbursement in the amount of ONE-HUNDRED AND fifty dollars (\$150.00) to the taxpayer.

SEC. 30-4.- Review.

- (a) The utility of this ordinance is to be reviewed every year to ensure that its intended purpose is being honored and modifications, if necessary, to the amount rebated to the taxpayer.

SEC. 30-5.- CONSTRUCTION.

- (a) The provisions of this Chapter shall be construed so as to be effective to the extent that they do not conflict with federal law, state law, this Code, or any Court order.

AND BE IT FURTHER ORDAINED that any provisions of this Ordinance or the application thereof to any person or circumstance is held invalid for any reason, such invalidity shall not affect the other provisions or any other applications of the Ordinance which can be given effect without the invalid provision or applications, and to this end, all the provisions of this Ordinance are hereby declared to be severable;

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 Thursday, February 13, 2025.

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

ADOPTED: ___

Attest: _____

Kaycee Munyeneh
Mayor

Christopher R. Wade
Councilmember

Joseph Dalaker

Councilmember

Micah Watson
Councilmember

Charly Garces
Councilmember

Ted McCann
Councilmember

Amy Jean Chung Fry
Councilmember

Asterisks * * * * Indicate matter remaining unchanged in existing law but not set forth in Ordinance.

CAPS indicate additions.

Strikethrough-indicate matter deleted from the law.

~~[Brackets]~~-indicate matter deleted in the amendment.

EMPLOYMENT AGREEMENT
POLICE CHIEF
DAVID MORRIS

Date of Hire: March 3, 2025

AGREEMENT

THIS AGREEMENT is made this 13th day of February 2025, by and between **THE TOWN OF CHEVERLY**, a municipal corporation of the State of Maryland, hereinafter referred to as the "Town," and **DAVID EMPLOYEE**, hereinafter referred to as "Employee."

RECITALS

WHEREAS, due to the departure of the Town's Chief of Police in 2023, the Town hired Employee as Acting Chief; and

WHEREAS, Employee has demonstrated unequivocally that he is capable of filling the position on a permanent basis; and

WHEREAS, THE Town Administrator and Council have determined that Employee has the experience, education, and skill to serve as Chief; and

WHEREAS, Employee desires to provide services to the Town as the Chief of Police; and

WHEREAS, Employee will serve at the pleasure of the Town Administrator and Town Council; and

WHEREAS, Employee will report to the Town Administrator as his immediate manager; 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.

NOW, THEREFORE, the Town of Cheverly does hereby employ the services of David Morris as its Police Chief under, and in accord with the following terms and conditions:

1. **Employment and Duties:** Employee shall be responsible to the Town Administrator and serve at the pleasure of the Town Administrator and Town Council. Employee shall perform other legally permissible and proper duties and functions as the Town Administrator shall, from time to time, assign.

2. **Work Hours:** Employee agrees to devote that amount of time and energy which is reasonably necessary, excluding sick leave and approved annual leave, to perform his duties as Chief of Police and to perform such other duties as are assigned to him from time to time by the Town Administrator, which may include attendance at regularly scheduled Town Council meetings and work sessions. Employee and the Town understand that a significant part of Employee's work duties and responsibilities may occur outside of normal working hours. To that end, Employee, may take reasonable compensatory time off during normal office hours. Except with prior approval of the Town Administrator, Employee shall use reasonable efforts to avoid scheduling his vacations and other personal business to occur at times that would preclude his attendance at regularly scheduled Town Council meetings and work sessions.
3. **Term:** It is the intention and desire of Employer and Employee to provide stability in the management of the Police Department; accordingly, both Employer and Employee affirm that it is their intention that Employee's term of employment is extended five years to March 3, 2030. This agreement shall, thereafter, continue from year to year until and unless Employer and Employee terminates this Agreement as hereinafter set forth in this agreement. Notwithstanding the term of this Agreement, Employee's employment under this Agreement shall be subject to termination by the Town Administrator with approval by the affirmative vote of a majority of the Town Council.
4. **Performance Evaluation:** The Town Administrator, with input from the Employee, shall annually, at or around the anniversary date of this Agreement, but not later than the 15th day of May of each year, review the performance of Employee. The process at a minimum shall include the opportunity for both parties to: (1) prepare a written evaluation, (2) meet and discuss the evaluation, and (3) present a written summary of the evaluation results. The final written evaluation should be completed and delivered to Employee within thirty (30) days following the evaluation meeting.
5. **Termination and Severance Pay:** In the event of the Town's termination, other than for cause, of the employment of Employee prior to March 3, 2030, Employee shall be entitled to a sum equal to nine (9) months' salary as and for severance compensation. In the event Employee is terminated for cause, then, in that event, the Town shall have no obligation to pay any severance compensation as provided in this paragraph 5. For purposes of this paragraph, other than for cause means, 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.

In the event Employee shall desire to terminate his employment with the Town prior to the end of the initial or any renewal term provided in this Agreement, Employee shall be required to provide the Town sixty (60) days written notice of his intention to so terminate. If Employee terminates his employment with less than sixty (60) days prior written notice, Employee shall forfeit all accrued vacation leave to which Employee otherwise would be entitled to be paid upon termination of his employment.

6. **Salary:** The Town shall pay Employee a gross salary of \$150,000.00 for his services. Payroll taxes will be removed. Employee is eligible for merit increases as approved by the fiscal budget. Cost of living ("COLA") increases will be granted in accordance with any COLA increases granted to all employees.
7. **Annual and Sick Leave:** 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 (15). All Town Regulations regarding using annual leave shall apply to Employee. Employee may carry over from one calendar year to the next the same amount of vacation leave as generally allowed for other Town employees with more than fifteen (15) years of service, or 216 hours.

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.

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.

8. **Holiday Leave:** Employee shall receive the same paid holiday leave as generally is provided to other employees of the Town, except that if Employee is required to work on a holiday as a result of emergency Employee shall be entitled to take an alternate day of leave in lieu of the holiday.
9. **Health and Insurance Benefits:** The Town agrees to make premium payments to Employee for insurance policies equivalent to those provided all classified employees of Employer, which may include accident and medical group insurance and vision at no more than \$600 per month.

The Town shall provide and pay for life insurance for Employee with a payout equal to the amount of his then current annual salary.

10. **Retirement:** Employees' retirement is covered under the Law Enforcement Officer Pension System ("LEOPS").

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

11. **Death During Term of Employment:** 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.
12. **Dues and Subscriptions:** The Town agrees to budget reasonable amounts and to pay for reasonable professional dues and subscriptions of Employee necessary for his continuation

and reasonable participation in national, state, regional, and local associations and organizations necessary and desirable for his continued professional participation, growth, and advancement, and for the good of the Town, including but not limited to the International Association of Chiefs of Police, the Police Executive Research Forum, Maryland Chiefs of Police Association, the Maryland Municipal League, and the Maryland and Prince George's County Municipal Chiefs Associations.

- 13. Professional Development:** The Town hereby agrees to budget reasonable amounts for and to pay reasonable travel and subsistence expenses of Employee for short courses, institutes and seminars, and other professional and official travel, meetings, and occasions, adequate to continue the professional development of Employee and to adequately pursue necessary official and other functions for the Town, including but not limited to the International Association of Chiefs of Police, the Police Executive Research Forum, Maryland Chiefs of Police Association, the Maryland Municipal League, and the Maryland and Prince George's County Municipal Chiefs Associations.
- 14. Local Organizations:** The Town recognizes the desirability of the representation in and before local civic and other organizations, and Employee is authorized to become a member of such civic clubs or organizations that the Town and Employee agree would be mutually beneficial to the Town and Employee, for which Town shall pay Employee' reasonable expenses.
- 15. General Expenses:** The Town recognizes that certain expenses of a non-personal and generally job-affiliated nature may be incurred by Employee, and hereby agrees to reimburse or to pay reasonable general expenses. These expenses are to be reviewed and approved by the Town Administrator prior to reimbursement.
- 16. Outside Employment:** Employee shall not engage in any other security or law enforcement related employment during the term of this Agreement. Employee shall not spend more than 10 hours per week in teaching, consulting, or other non-Town-connected business without the prior approval of the Town Administrator. Employee agrees to report in writing to the Town Administrator 30 days in advance of any outside employment or as soon as he is aware of such commitment if less than 30 days is available. Each report shall include the time and place of the secondary work, and an estimation of the amount of time that Employee will provide to the secondary employer.
- 17. Automobile:** The Town will provide Employee with the exclusive use of a police vehicle at the Town's expense.
- 18. Certification:** As a condition of Employee' continued employment with the Town, Employee shall maintain all certifications required to serve as a law enforcement officer in Maryland, including certification by the Maryland Police Training Commission.
- 19. Equipment:** Town agrees to provide Employee with uniforms, badges, firearms, a computer, and other equipment and accoutrements as reasonably necessary and appropriate for Employee to perform his duties as Police Chief and as a law enforcement officer.

Employee may use the Town-issued computer for occasional reasonable personal use that does not interfere with Employee' performance of his duties and does not incur additional expense for the Town.

Town agrees to reimbursement the Employee a cell phone stipend of not more than \$50 per month.

- 20. Other Terms and Conditions of Employment:** The Town Administrator shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, with the Town Charter or Code, or any other law.
- 21. No Reduction in Benefits:** The Town may not reduce Employee' salary, compensation or financial benefits during the term of this Agreement except to the extent that the Town makes comparable across-the-board adjustments for other Town management employees.
- 22. Non-Renewal, Extension, Removal:** The Town, at its sole discretion, may terminate this Agreement at any time and for any reason. Employee shall be deemed a non-personnel-system employee under Section 21-9(a) of the Town Code, severance payment pursuant to Section 5, **Termination and Severance Pay,** of this agreement.
- 23. Indemnification:** 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.
- 24. Severability:** If any part of this Agreement is ruled unenforceable or invalid, the remainder of the Agreement shall continue to be valid and deemed enforceable against the parties. In the event of a ruling of invalidity or unenforceability of any part of this Agreement, the parties shall work in good faith to modify the Agreement to effectuate the original intent of the parties.
- 25. Other Terms and Conditions of Employment:** 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.

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

The Town: Dylan Galloway
 Town Administrator
 Town of
 Cheverly6401
 Forest Road
 Cheverly, Maryland 20785

Employee: David Morris
 Chief of Police
 Town of Cheverly
 6401 Forest Road
 Cheverly, MD 20785

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

27. Entire Agreement: 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.

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.

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 Town Administrator and duly witnessed; and Employee has signed and executed this Agreement, both in duplicate, the day and year first above written.

Employee:

Date

David Morris
The Town of Cheverly:

Date

Dylan O. Galloway, Town Administrator
Witness:

Date

PUBLIC DISCLOSURE OF OPEN MEETINGS VIOLATION

The Open Meetings Compliance Board issued its ruling on Tuesday, February 11, 2025, on a complaint filed against the Town alleging violations of the Open Meetings Act. The Board found we violated the Act, which we admitted in our formal response, by failing to make certain public disclosures following closed sessions. The Town did not provide enough detail in the disclosures as required by the Act. Specifically, the Board found the disclosures did not state the time and place of the closed sessions, the recorded vote of each member on whether to close the meeting, and the citation to the statutory authority to close the meetings.

The other alleged violation raised in the complaint, which we disputed in our formal response, was resolved in our favor. The Board concluded the Town is not required to make verbal public disclosures, as alleged in the complaint.

By law, we are required to make this public announcement of the violation. We will also sign a copy of the Board's opinion and send it to the Open Meetings Compliance Board, which is also required under the Act.