



**Town Council
Regular Meeting**
May 26, 2026, 6:00 PM
Council Chambers, La Plata Town Hall
305 Queen Anne St.
La Plata MD

Agenda

1. Call to Order

1.1. Meeting Attendance and Decorum

Attendees, please use meeting courtesy. Virtual attendees are asked to mute microphones when joining the meeting. Participants may be muted by the Town Clerk and meetings will be recorded.

In accordance with the Open Meetings Act, the public has the right to view/listen to the discussion only. At their discretion, the Town Council may allow participants to voice questions or provide comments on the topics under discussion. Written comments may be submitted via email to Legislative@townoflaplata.org. Individuals wishing to address the Town Council may sign up in advance on the Town's website ([Public Communications](#)) or on the meeting sign-up sheet.

Join on your computer, mobile app, or room device.

[Join the meeting now](#)

Meeting ID: 271 095 028 035 62

Passcode: vp3Sh6j2

(Calendar Year 2026)

1.2. Roll Call

1.3. Pledge of Allegiance

1.4. Approval of the Meeting Agenda

2. Consent Agenda

2.1. Approval of Minutes from Regular Meeting on April 14, 2026, and April 28, 2026.

2.2. Adoption of Resolution 26-31 OpenGov Budgeting Software

3. Petitions, Communications, Appearances and Public Comment

3.1. Public Comment

3.2. Junior Mayor Recognition

4. Matters of Council Discussion

4.1. Finance Committee

4.2. Authority to Correct Scrivener's Errors

4.3. Wills Memorial Park Walkway Upgrade

4.4. Boards and Commissions Interview Process (Johnson)

5. Legislation

5.1. Ordinance 26-11 Revision of Employee Handbook (Second Reading; For Consideration of Adoption)

AN ORDINANCE concerning

Revision of Employee Handbook

FOR the purpose of amending certain personnel rules and regulations regarding policies on Civility in the Workplace, Gift Acceptance, Workplace Communication, Vacation Accrual, Sale of Leave, and Heat-Related Illness Prevention and Management in the Town's Employee Handbook; and all matters generally relating thereto.

5.2. Ordinance 26-12 Finance Committee (First Reading; For Introduction)

AN ORDINANCE concerning

Chapter 21 – Finance Committee

FOR the purpose of amending Chapter 21 of the Code of the Town of La Plata, formalizing the role of the Finance Committee in providing analytical review, advisory opinions, and ongoing monitoring of the Town's financial condition; and all matters generally relating thereto.

5.3. Ordinance 26-13 Authority to Correct Scrivener's Errors (First Reading; For Introduction)

AN ORDINANCE concerning

Authority to Correct Scrivener's Errors

FOR the purpose of authorizing the Town Attorney and Town Clerk to correct scrivener's errors in the Town Code and in ordinances, resolutions, and other official documents adopted by the Council without the need for readoption of such legislation or documents; and all matters generally relating thereto.

5.4. Resolution 26-32 Wills Memorial Park Walkway — Award of Contract (For Introduction and

Consideration of Adoption)

A RESOLUTION concerning

Wills Memorial Park Walkway Upgrade - Award of Contract

FOR the purpose of authorizing the Town Manager to enter into a contract agreement for the replacement of the concrete walkway at Wills Memorial Park; and all matters generally relating thereto.

5.5. Resolution 26-33 Board, Commission, and Committee Appointments – Interview and Selection Process (For Introduction and Consideration of Adoption)

A RESOLUTION concerning

Board, Commission, and Committee Appointments – Interview and Selection Process

FOR the purpose of establishing a formal, consistent, and transparent process for the review and appointment of volunteer members to Town Boards, Commissions, and Committees; and all matters generally relating thereto.

6. New Business

6.1. Reports from the Town Council

7. Adjourn

7.1. Adjournment



TOWN OF LA PLATA
Town Council Minutes
April 14, 2026, 5:00 PM
Special Meeting
Council Chambers, La Plata Town Hall
305 Queen Anne St.
La Plata MD

PRESENT: Mayor Jeannine James
Councilman Paul Guttenberg
Councilman Patrick McCormick
Councilman Gregory Sampson, Jr.
Councilman Tyjon Johnson

ABSENT:

TOWN STAFF: Chuck Stevens, Town Manager
Michelle Miner, Assistant Town Manager
Todd Pounds, Town Attorney
Kelly Phipps, Director of Legislative Services
Karina Larsen, Town Treasurer
Matt Norris, Chief of Police (virtual)
Shelby Pritchett, Town Clerk

GUESTS: Jacob Dyer, Director, Charles County Department of Fiscal and Administrative Services

1. Call to Order

1.1. Meeting Attendance and Decorum

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[Join the meeting now](#)

Meeting ID: 256 465 964 981 77

Passcode: eU9Er9Pi

Mayor James called the meeting to order at 5:00 PM.

1.2. Roll Call

The Town Clerk conducted Roll Call.

1.3. Pledge of Allegiance

Mayor James led all assembled in the Pledge of Allegiance.

1.4. Approval of the Meeting Agenda

Councilman McCormick moved to approve the meeting agenda as presented.

Moved By: Patrick McCormick, seconded by Paul Guttenberg.

Ayes: Mayor James, Councilman Guttenberg, Councilman McCormick, Councilman Sampson, Councilman Johnson

Nays: None

Abstained: None

Absent:

Passed

2. Matters of Council Discussion

2.1. Charles County Tax Differential

Jacob Dyer, Director, Charles County Department of Fiscal and Administrative Services, provided the Town Council with a brief overview of the projected tax differential for Town of La Plata residents and answered questions from the Council. The Town Council reached a consensus to have the Town Manager & Town Treasurer officially represent in support of the .118 proposed tax differential for the Town of La Plata at the Charles County Board of Commissioners Meeting on April 29, 2026, to address the Tax Differential. Mayor James and Councilman McCormick stated their intent to attend.

3. Adjourn

3.1. Adjournment

Mayor James adjourned the meeting at 5:46 PM.

Submitted by:

Shelby Pritchett, Town Clerk



TOWN OF LA PLATA
Town Council Minutes
April 14, 2026, 6:00 PM
Regular Meeting
Council Chambers, La Plata Town Hall
305 Queen Anne St.
La Plata MD

PRESENT: Mayor Jeannine James
Councilman Paul Guttenberg
Councilman Patrick McCormick
Councilman Gregory Sampson, Jr.
Councilman Tyjon Johnson

ABSENT:

TOWN STAFF: Chuck Stevens, Town Manager
Michelle Miner, Assistant Town Manager
Todd Pounds, Town Attorney
Monica Kennedy, Director of Human Resources (virtual)
Karina Larsen, Town Treasurer
Matt Norris, Chief of Police (virtual)
Mike Payne, Major
Kelly Phipps, Director of Legislative Services
Shelby Pritchett, Town Clerk

GUESTS:

1. Call to Order

1.1. Meeting Attendance and Decorum

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Meeting ID: 271 095 028 035 62

Passcode: vp3Sh6j2

(Calendar Year 2026)

In accordance with the Code of Maryland, General Provisions, Section 3-302 (Open Meetings Act), notice is hereby given that a portion of this meeting will be held in closed session.

Mayor James called the meeting to order at 6:00 PM.

1.2. Roll Call

The Town Clerk conducted Roll Call.

1.3. Pledge of Allegiance

Mayor James led all assembled in the Pledge of Allegiance.

1.4. Approval of the Meeting Agenda

Councilman Guttenberg moved to approve the agenda as presented.

Moved By: Paul Guttenberg, seconded by Gregory Sampson.

Ayes: Mayor James, Councilman Guttenberg, Councilman McCormick, Councilman Sampson, Councilman Johnson

Nays: None

Abstained: None

Absent:

Passed

2. Consent Agenda

Councilman Guttenberg moved to approve the consent agenda as presented.

Moved By: Paul Guttenberg, seconded by Patrick McCormick.

Ayes: Mayor James, Councilman Guttenberg, Councilman McCormick, Councilman Sampson

Nays: Councilman Johnson

Abstained: None

Absent:

Passed

2.1. Board of Appeals Appointment - Hawkins

2.2. Design Review Board Appointment - McCourt

2.3. Ethics Commission Appointments

2.4. Adoption of Resolution 26-15 Public Works Department Trash Truck Purchase

2.5. Adoption of Resolution 26-23 Wastewater Treatment Plant Compliance Support Services

3. Petitions, Communications, Appearances and Public Comment

3.1. Public Comment

No public speakers were present at this meeting.

3.2. Arbor Day Proclamation

Councilman Guttenberg conducted a reading of the Arbor Day Proclamation on behalf of the Town Council.

4. Matters of Council Discussion

4.1. Charles County Tax Differential

The Town Manager verified there were no further questions or discussions from the Town Council and recommended closing out the agenda item as it was previously discussed at the 5:00 PM Special Meeting on April 14, 2026. The Town Council concurred.

4.2. Agenda Item Request: Boards and Commissions Interview Process (Johnson)

Councilman Johnson gave a brief overview of the agenda item request and answered questions from Council. The Town Council reached a consensus to place the item on a future agenda.

4.3. Agenda Item Request: Public Hearing Notification Process (Johnson)

Councilman Johnson gave a brief overview of the agenda item request and answered questions from Council. The Town Council reached a consensus to refer the agenda item request to the Town Manager, directing the use of the Town of La Plata's regular social media platforms in addition to the legally required Public Hearing Notification methods to ensure maximum public outreach.

4.4. Governance Documents

The Town Council reviewed three draft governance documents: the Rules of Procedure, the Code of Conduct, and Resign to Run.

Council directed the Town Manager to implement multiple edits to the Rules of Procedure.
Council directed the Town Manager to dismantle the draft Code of Conduct, retain only the Civility Code as a standalone resolution, and extract the anti-harassment provisions for presentation as a standalone ordinance with the requested edits.
Council directed the Town Manager to update the Resign to Run policy to include all Council-requested edits.

5. Legislation

5.1. Ordinance 26-03 Resign to Run (First Reading; For Introduction)

AN ORDINANCE concerning

Resign to Run

FOR the purpose of amending Chapter 17 – Elections, requiring current officials, elected or otherwise, of the Town of La Plata seeking candidacy through any Board of Elections for a position other than re-election to the same office, to resign from their current position with the Town; and all matters generally relating thereto.

Ordinance No. 26-03 Resign to Run was presented for consideration. Mayor James asked if there was a motion to adopt the ordinance. No motion was made. Without a motion, no action was taken, and the ordinance was not adopted.

5.2. Resolution 26-21 Revision of Town Council Rules of Procedure (For Introduction and Consideration of Adoption)

A RESOLUTION concerning

Revision of Town Council Rules of Procedure

FOR the purpose of revising the rules and guidelines by which the Council of the Town of La Plata (Town Council) operates; and all matters related thereto.

Resolution No. 26-21, Town Council Rules of Procedure, was presented for consideration. Mayor James asked if there was a motion to adopt the resolution. No motion was made. Without a motion, no action was taken, and the resolution was not adopted.

5.3. Resolution 26-22 Code of Conduct (For Introduction and Consideration of Adoption)

A RESOLUTION concerning

Code of Conduct

FOR the purpose of formally adopting a Code of Conduct to govern the conduct of elected officials, appointed officials, staff, applicants, and members of the public participating in the

affairs of the Town of La Plata; affirming standards of respectful engagement in the conduct of Town business; and all matters generally relating thereto.

Resolution No. 26-22, Town Council Rules of Procedure, was presented for consideration. Mayor James asked if there was a motion to adopt the resolution. No motion was made. Without a motion, no action was taken, and the resolution was not adopted.

6. New Business

6.1. Town Manager's Operational Report

The Town Manager gave a brief operational report. The Council reached a consensus to direct the Town Manager to prepare a proclamation for presentation at the May 12th, 2026 regular meeting in support of Bike to Work Day on May 15th, 2026.

6.2. Treasurer's Report (Written Only)

6.3. Cash Disbursement Report (Written Only)

6.4. Future Agenda Forecast (Written Only)

6.5. Reports from the Mayor and Town Council

The Mayor and Town Council reported on activities in their respective boards and commissions, and on current and upcoming events and activities in the town.

7. Motion for a Closed Session

7.1. Statutory Authority to Close Session: § 3-305(b)(7) to consult with counsel to obtain legal advice

Topic: Maryland Department of the Environment litigation

Reason for Closure: Discussion involves communications regarding litigation, not appropriate for public disclosure

Councilman Guttenberg moved to enter closed session under statutory authority § 3-305(b)(7) to consult with counsel to obtain legal advice.

Moved By: Paul Guttenberg, seconded by Gregory Sampson.

Ayes: Mayor James, Councilman Guttenberg, Councilman McCormick, Councilman Sampson, Councilman Johnson

Nays: None

Abstained: None

Absent:

8. Adjourn

8.1. Adjournment

Mayor James adjourned the meeting at 11:07 PM.

Submitted by:

Shelby Pritchett, Town Clerk

**PRESIDING OFFICER'S WRITTEN STATEMENT FOR CLOSING A MEETING ("CLOSING STATEMENT") UNDER THE
OPEN MEETINGS ACT (General Provisions Article § 3-305)**

This Certification Must Be Completed Before a Closed Session May Be Held

Date: 04/14/2026 Time: 6:00 PM Location: La Plata Town Hall at this meeting, a motion was made by Paul Guttenberg and seconded by Gregory Sampson, Jr. to conduct a closed session of the Council of the Town of La Plata.

Recorded vote to close the meeting:

<u>Members</u>	<u>IN FAVOR</u>	<u>OPPOSED</u>	<u>ABSTAINING</u>	<u>ABSENT</u>
Mayor Jeannine E. James	☒	☐	☐	☐
Councilman Paul Guttenberg	☒	☐	☐	☐
Councilman Patrick McCormick	☒	☐	☐	☐
Councilman Gregory Sampson Jr.	☒	☐	☐	☐
Councilman Tyjon Johnson	☒	☐	☐	☐

(Note: If any member of the public objects to conducting the closed session, a copy of this certification must be sent to the Maryland Open Meetings Law Compliance Board.)

STATUTORY AUTHORITY TO CLOSE SESSION, State Government Article §3-305(b) (check all that apply):

- ☐ (1) To discuss:
 - ☐ (i) the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of an appointee, employee, or official over whom it has jurisdiction; or
 - ☐ (ii) any other personnel matter that affects one or more specific individuals;
- ☐ (2) protect the privacy or reputation of an individual with respect to a matter that is not related to public business;
- ☐ (3) consider the acquisition of real property for a public purpose and matters directly related to the acquisition;
- ☐ (4) consider a matter that concerns the proposal for a business or industrial organization to locate, expand, or remain in the State;
- ☐ (5) consider the investment of public funds;
- ☐ (6) consider the marketing of public securities;
- ☒ (7) consult with counsel to obtain legal advice;
- ☐ (8) consult with staff, consultants, or other individuals about pending or potential litigation;
- ☐ (9) conduct collective bargaining negotiations or consider matters that relate to the negotiations;
- ☐ (10) discuss public security, if the public body determines that public discussion would constitute a risk to the public or to public security, including:
 - ☐ (i) the deployment of fire and police services and staff; and
 - ☐ (ii) the development and implementation of emergency plans;
- ☐ (11) prepare, administer, or grade a scholastic, licensing, or qualifying examination;
- ☐ (12) conduct or discuss an investigative proceeding on actual or possible criminal conduct;
- ☐ (13) comply with a specific constitutional, statutory, or judicially imposed requirement that prevents public disclosures about a particular proceeding or matter;
- ☐ (14) discuss, before a contract is awarded or bids are opened, a matter directly related to a negotiating strategy or the contents of a bid or proposal, if public discussion or disclosure would adversely impact the ability of the public body to participate in the competitive bidding or proposal process; or
- ☐ (15) discuss cybersecurity, if the public body determines that public discussion would constitute a risk to:
 - ☐ (i) security assessments or deployments relating to information resources technology;
 - ☐ (ii) network security information, including information that is:
 - ☐ 1. related to passwords, personal identification numbers, access codes, encryption, or other components of the security system of a governmental entity;
 - ☐ 2. collected, assembled, or maintained by or for a governmental entity to prevent, detect, or investigate criminal activity; or
 - ☐ 3. related to an assessment, made by or for a governmental entity or maintained by a governmental entity, of the vulnerability of a network to criminal activity; or
 - ☐ (iii) deployments or implementation of security personnel, critical infrastructure, or security devices.

**PRESIDING OFFICER'S WRITTEN STATEMENT FOR CLOSING A MEETING ("CLOSING STATEMENT") UNDER THE
OPEN MEETINGS ACT (General Provisions Article § 3-305)**

This Certification Must Be Completed Before a Closed Session May Be Held

For each citation checked the reasons for closing and topics to be discussed:

- (7) **Topic:** Maryland Department of the Environment litigation
Reason for Closure: Discussion involves communication regarding litigation, not appropriate for public disclosure

Persons attending closed session:

Mayor Jeannine James

Councilman Tyjon Johnson

Councilman Paul Guttenberg

Town Manager Chuck Stevens

Councilman Patrick McCormick

Assistant Town Manager Michelle Miner

Councilman Gregory Sampson Jr.

Town Attorney Todd Pounds

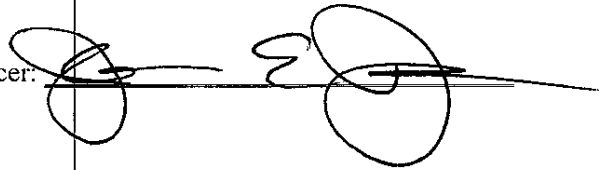
Action(s) Taken:

- (7) **Legal Consultation:** The Town's Special Counsel provided legal updates and consultation on matters within attorney-client privilege. The discussion involved communications regarding litigation with the Maryland Department of the Environment, not appropriate for public disclosure.

Time closed session opened: **11:08 PM**

Time closed session adjourned: **11:27 PM**

This statement is made by Mayor Jeannine James, Presiding Officer:





TOWN OF LA PLATA
Town Council Minutes
April 28, 2026, 6:00 PM
Regular Meeting
Council Chambers, La Plata Town Hall
305 Queen Anne St.
La Plata MD

PRESENT: Mayor Jeannine James
Councilman Paul Guttenberg
Councilman Patrick McCormick
Councilman Gregory Sampson, Jr.
Councilman Tyjon Johnson

ABSENT:

TOWN STAFF: Chuck Stevens, Town Manager
Michelle Miner, Assistant Town Manager
Don Dooley, Director of Planning
Monica Kennedy, Director of Human Resources (virtual)
Karina Larsen, Town Treasurer
Matt Norris, Chief of Police
Kelly Phipps, Director of Legislative Services
Shelby Pritchett, Town Clerk

GUESTS: Matthew Stark, Representative, Baker Tilley (virtual)
Kitty Powell, Representative, Washington Square Development

1. Call to Order

1.1. Meeting Attendance and Decorum

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Meeting ID: 271 095 028 035 62
Passcode: vp3Sh6j2
(Calendar Year 2026)

In accordance with the Code of Maryland, General Provisions, Section 3-302 (Open Meetings Act), notice is hereby given that a portion of this meeting will be held in closed session.

Mayor James called the meeting to order at 6:00 PM.

1.2. Roll Call

The Town Clerk conducted Roll Call.

1.3. Pledge of Allegiance

Mayor James led all assembled in the Pledge of Allegiance.

1.4. Approval of the Meeting Agenda

Councilman Guttenberg moved to approve the agenda with amendments to conduct item 3.2 prior to 3.1.

Moved By: Paul Guttenberg, seconded by Tyjon Johnson.

Ayes: Mayor James, Councilman Guttenberg, Councilman McCormick, Councilman Sampson, Councilman Johnson

Nays: None

Abstained: None

Absent:

Passed

2. Disclosure of Closed Session

2.1. Disclosure of Closed Session on April 14, 2026

In accordance with the Open Meetings Act, Mayor James disclosed the conduct of a closed session on April 14, 2026.

3. Petitions, Communications, Appearances and Public Comment

3.1. Financial Forecast Presentation (Baker/Tilly)

Matthew Stark, Senior Analyst, Baker Tilly, provided the Town Council with a Financial Forecast Presentation.

3.2. Neighborhood Grant Presentation

On behalf of the Town Council, Councilman Guttenberg presented a neighborhood grant to Kitty

Powell, representative for Washington Square Development.

3.3. Proclamation: Professional Municipal Clerks Week

On behalf of the Council, Mayor James presented the Municipal Clerks week Proclamation acknowledging the La Plata Town Clerk during the presentation.

3.4. Public Comment

No public speakers were present.

4. Public Hearing - Fiscal Year 2027 Financial Plan/Budget

4.1. Call to Order (Presiding Officer)

Mayor James called the public hearing to order at 7:11 PM.

4.2. Review of Public Notices (Town Clerk)

The Town Clerk conducted a review of public notices.

4.3. Summary of Town Staff Report and Recommendation

The Town Manager gave a brief summary of the Fiscal Year 2027 Financial Plan/ Budget, Tax Rate and Fee Schedule. The Town Manager stated the staff recommendation to proceed with legislation and adopt the FY 2027 Financial Plan, Budget, Tax Rate and Fee Schedule.

4.4. Questions by the Town Council to Town Staff

The Town Manager answered questions from the Town Council. The Town Manager acknowledged Councilman Guttenberg's request to revise the value assigned to the Historic Firehouse within the Capital Budget. The proposed correction allocated only the funding necessary to preserve the building in the absence of a community partner that would provide additional value to the Town of La Plata.

4.5. Written Documents Entered into the Record (Town Clerk)

No written documents were entered into the record.

4.6. Speakers from the Public

No public speakers were present at this public hearing.

4.7. Additional Questions by the Town Council

There were no additional questions from the Town Council.

4.8. Closing of Public Hearing

The Town Council reached a consensus to proceed with legislation. Mayor James closed the public hearing at 7:24 PM.

5. Public Hearing - Fiscal Year 2027 Fee Schedule

5.1. Call to Order (Presiding Officer)

Mayor James called the public hearing to order at 7:25 PM.

5.2. Review of Public Notices (Town Clerk)

The Town Clerk conducted a review of public notices.

5.3. Summary of Town Staff Report and Recommendation

The Town Manager re-stated the staff recommendation to proceed with legislation and adopt the FY 2027 Financial Plan, Budget, Tax Rate, and Fee Schedule.

5.4. Questions by the Town Council to Town Staff

The Town Manager and the Town Treasurer answered questions from the Town Council.

5.5. Written Documents Entered into the Record (Town Clerk)

No written documents were entered into the record.

5.6. Speakers from the Public

No public speakers were present at this public hearing.

5.7. Additional Questions by the Town Council

There were no additional questions from the Town Council.

5.8. Closing of Public Hearing

The Town Council reached a consensus to proceed with legislation. Mayor James closed the public hearing at 7:34 PM.

6. Public Hearing - Zoning Ordinance Amendments (Adequate Public Facilities)

6.1. Call to Order (Presiding Officer)

Mayor James called the public hearing to order at 7:35 PM.

6.2. Review of Public Notices (Town Clerk)

The Town Clerk conducted a review of public notices.

6.3. Summary of Town Staff Report and Recommendation

The Town Manager and Director Dooley conducted a brief overview of Zoning Ordinance Amendments (Adequate Public Facilities).

6.4. Questions by the Town Council to Town Staff

The Town Manager and Director Dooley answered questions from the Town Council.

6.5. Written Documents Entered into the Record (Town Clerk)

No written documents were entered into the record.

6.6. Speakers from the Public

Renata Rhodes gave public comment in support of Zoning Ordinance Amendments (Adequate Public Facilities).

6.7. Additional Questions by the Town Council

The Town Manager and Director Dooley answered additional questions from the Town Council.

6.8. Closing of Public Hearing

The Town Council reached a consensus to proceed with legislation. Mayor James closed the public hearing at 8:31 PM.

7. Consent Agenda

7.1. Approval of Minutes from March meetings:

- March 10, 2026 - Regular Meeting
- March 17, 2026 - Special Meeting
- March 24, 2026 - Regular Meeting

Councilman Johnson moved to approve the consent agenda as presented.

Moved By: Tyjon Johnson, seconded by Paul Guttenberg.

Ayes: Mayor James, Councilman Guttenberg, Councilman McCormick, Councilman Sampson, Councilman Johnson

Nays: None

Abstained: None

Absent:

Passed

8. Matters of Council Discussion

8.1. Governance Documents

The Town Manager gave a brief overview of Governance Documents. The Town Council reached a consensus to proceed with legislation.

8.2. Law Enforcement Officers' Pension System (LEOPS)

The Town Manager gave a brief overview of the transition to the Law Enforcement Officers' Pension System (LEOPS). The Town Council reached a consensus to proceed with legislation. Mayor James voted in opposition.

8.3. Realignment of Beautification Commission and Keep La Plata Beautiful

Director Phipps provided an overview of the Realignment of the Beautification Commission and Keep La Plata Beautiful. Councilman Johnson requested the Town Council's consensus to change the legislation language to indicate that there is no requirement for the Council to have a representative on the Sustainability Advisory Committee. The Town Council reached a consensus to not change the language of the pending legislation. Councilman McCormick and Councilman Johnson voted aye to make the change. The Town Council reached a consensus to proceed with legislation. Councilman Johnson voted in opposition.

8.4. Flag Protocol

The Town Manager gave a brief overview of the Town Flag Protocol. The Town Council reached a consensus to proceed with legislation including an amendment to the General Guidelines section to include the word governmental in reference to other flags.

8.5. Water Conservation Policies

The Town Manager gave a brief overview of water conservation and gauged the Council's interest in moving the item to the Planning Commission for research. The Town Council reached a consensus to refer the item to the Planning Commission for development.

9. Legislation

9.1. Ordinance 26-04 Sustainability Advisory Committee (Green Team)(First Reading; For Introduction)

AN ORDINANCE concerning

Sustainability Advisory Committee (Green Team)

FOR the purpose of creating a Sustainability Advisory Committee (Green Team); and all matters generally relating thereto.

The Town Manager conducted a first reading for introduction.

9.2. Ordinance 26-05 Anti-Harassment Policy for Elected Officials (First Reading; For Introduction)

AN ORDINANCE concerning

Anti-Harassment Policy for Elected Officials

FOR the purpose of adopting an Anti-Harassment Policy applicable to elected officials of the Town of La Plata; establishing a framework for responding to complaints of harassment made against elected officials; providing standards of conduct; and generally relating to the protection of Town officials, employees, and others from harassing conduct in connection with Town business.

The Town Manager conducted a first reading for introduction.

9.3. Ordinance 26-06 Town of La Plata Fiscal Year 2027 Financial Plan/Budget (First Reading; For Introduction)

AN ORDINANCE concerning

Town of La Plata Fiscal Year 2027 Financial Plan/ Budget

FOR the purpose of adopting the Town of La Plata Fiscal Year 2027 Financial Plan/Budget; and all matters generally relating thereto.

The Town Manager conducted a first reading for introduction.

9.4. Ordinance 26-07 Town of La Plata Fiscal Year 2027 Fee Schedule (First Reading; For Introduction)

AN ORDINANCE concerning

Town of La Plata Fiscal Year 2027 Fee Schedule

FOR the purpose of adopting the Fee Schedule, dealing with fees set by the Town of La Plata; and all matters generally relating thereto.

The Town Manager conducted a first reading for introduction.

9.5. Ordinance 26-08 Town of La Plata Fiscal Year 2027 Tax Rate (First Reading; For Introduction)

AN ORDINANCE concerning

Town of La Plata Fiscal Year 2027 Tax Rate

FOR the purpose of adopting the Town of La Plata Fiscal Year 2027 Tax Rate; and all matters generally relating thereto.

The Town Manager conducted a first reading for introduction.

9.6. Ordinance 26-09 Chapter 191 – Zoning Ordinance for the Town of La Plata, Maryland (First Reading; For Introduction)

AN ORDINANCE concerning

Chapter 191 – Zoning Ordinance for the Town of La Plata, Maryland

FOR the purpose of amending the Zoning Ordinance to comprehensively update the Town Zoning Ordinance, requiring the demonstration of adequate public infrastructure capacity prior to development approval; and all matters generally relating thereto.

The Town Manager conducted a first reading for introduction.

9.7. Ordinance 26-10 Chapter 173 - Subdivision and Land Development (First Reading; For Introduction)

AN ORDINANCE concerning

Chapter 173 – Subdivision and Land Development

FOR the purpose of amending Chapter 173, Subdivision and Land Development, redefining the process by which annual school seat allocations are calculated and establishing a formal Development Agreement process; and all matters generally relating thereto.

The Town Manager conducted a first reading for introduction.

9.8. Resolution 26-20 Town Flag Protocol (For Introduction and Consideration of Adoption)

A RESOLUTION concerning

Town Flag Protocol

FOR the purpose of adopting the Town Flag Protocol; and all matters relating thereto.

Councilman McCormick moved to adopt Resolution 26-20 with amendments.

Moved By: Patrick McCormick, seconded by Tyjon Johnson.

Ayes: Mayor James, Councilman Guttenberg, Councilman McCormick, Councilman Sampson, Councilman Johnson

Nays: None

Abstained: None

Absent:

Passed

9.9. Resolution 26-21 Revision of Town Council Rules of Procedure (For Introduction and Consideration of Adoption)

A RESOLUTION concerning

Revision of Town Council Rules of Procedure

FOR the purpose of revising the rules and guidelines by which the Council of the Town of La Plata (Town Council) operates; and all matters related thereto.

Councilman Johnson moved to adopt Resolution 26-21 as presented.

Moved By: Tyjon Johnson, seconded by Patrick McCormick.

Ayes: Mayor James, Councilman Guttenberg, Councilman McCormick, Councilman Sampson, Councilman Johnson

Nays: None

Abstained: None

Absent:

Passed

9.10. Resolution 26-24 Keep La Plata Beautiful (For Introduction and Consideration of Adoption)

A RESOLUTION concerning

Keep La Plata Beautiful

FOR the purpose of repealing Resolution 19-18, establishing the Keep La Plata Beautiful (KLB) Committee and the composition of the membership; and all matters related thereto.

Councilman Guttenberg moved to adopt Resolution 26-24 as presented.

Moved By: Paul Guttenberg, seconded by Patrick McCormick.

Ayes: Mayor James, Councilman Guttenberg, Councilman McCormick, Councilman Sampson

Nays: Councilman Johnson

Abstained: None

Absent:

Passed

9.11. Resolution 26-25 Code of Civility (For Introduction and Consideration of Adoption)

A RESOLUTION concerning

Code of Civility

FOR the purpose of formally adopting a Code of Civility to govern the conduct of elected

officials, appointed officials, staff, applicants, and members of the public participating in the affairs of the Town of La Plata; affirming standards of respectful engagement in the conduct of Town business; and all matters generally relating thereto.

Councilman Guttenberg moved to adopt Resolution 26-25 as presented.

Moved By: Paul Guttenberg, seconded by Tyjon Johnson.

Ayes: Mayor James, Councilman Guttenberg, Councilman McCormick, Councilman Sampson, Councilman Johnson

Nays: None

Abstained: None

Absent:

Passed

9.12. Resolution 26-26 Law Enforcement Officers' Pension System Pick-Up (For Introduction and Consideration of Adoption)

A RESOLUTION concerning

Law Enforcement Officers' Pension System Pick-Up

FOR the purpose of confirming the Town of La Plata as an approved employer with respect to the Law Enforcement Officers' Pension System ("LEOPS"), and that the Town of La Plata shall pick up all of the mandatory employee contributions for La Plata officers participating in the LEOPS, in accordance with Annotated Code of Maryland, State Personnel and Pensions Article; and all matters generally relating thereto.

Councilman Guttenberg moved to adopt Resolution 26-26 as presented.

Moved By: Paul Guttenberg, seconded by Tyjon Johnson.

Ayes: Councilman Guttenberg, Councilman McCormick, Councilman Sampson, Councilman Johnson

Nays: Mayor James

Abstained: None

Absent:

Passed

9.13. Resolution 26-27 Transfer to the Law Enforcement Officers' Pension System (For Introduction and Consideration of Adoption)

A RESOLUTION concerning

Transfer to the Law Enforcement Officers' Pension System

FOR the purpose of withdrawing eligible law enforcement officers employed by the La Plata Police Department from the Employees' Pension System and transferring such officers to the Law Enforcement Officers' Pension System; and all matters generally relating thereto.

Councilman Guttenberg moved to adopt Resolution 26-27 as presented.

Moved By: Paul Guttenberg, seconded by Patrick McCormick.

Ayes: Mayor James, Councilman Guttenberg, Councilman McCormick, Councilman Sampson, Councilman Johnson

Nays: None

Abstained: None

Absent:

Passed

10. New Business

10.1. Reports from the Mayor and Town Council

The Mayor and Town Council reported on activities in their respective boards and commissions, and on current and upcoming events and activities in the town.

10.2. Future Agenda Forecast (Written Only)

11. Adjourn

11.1. Adjournment

Mayor James adjourned the meeting at 9:56 PM.

Submitted by:

Shelby Pritchett, Town Clerk



Town of La Plata

Review of General Fund Projections

April 28, 2026

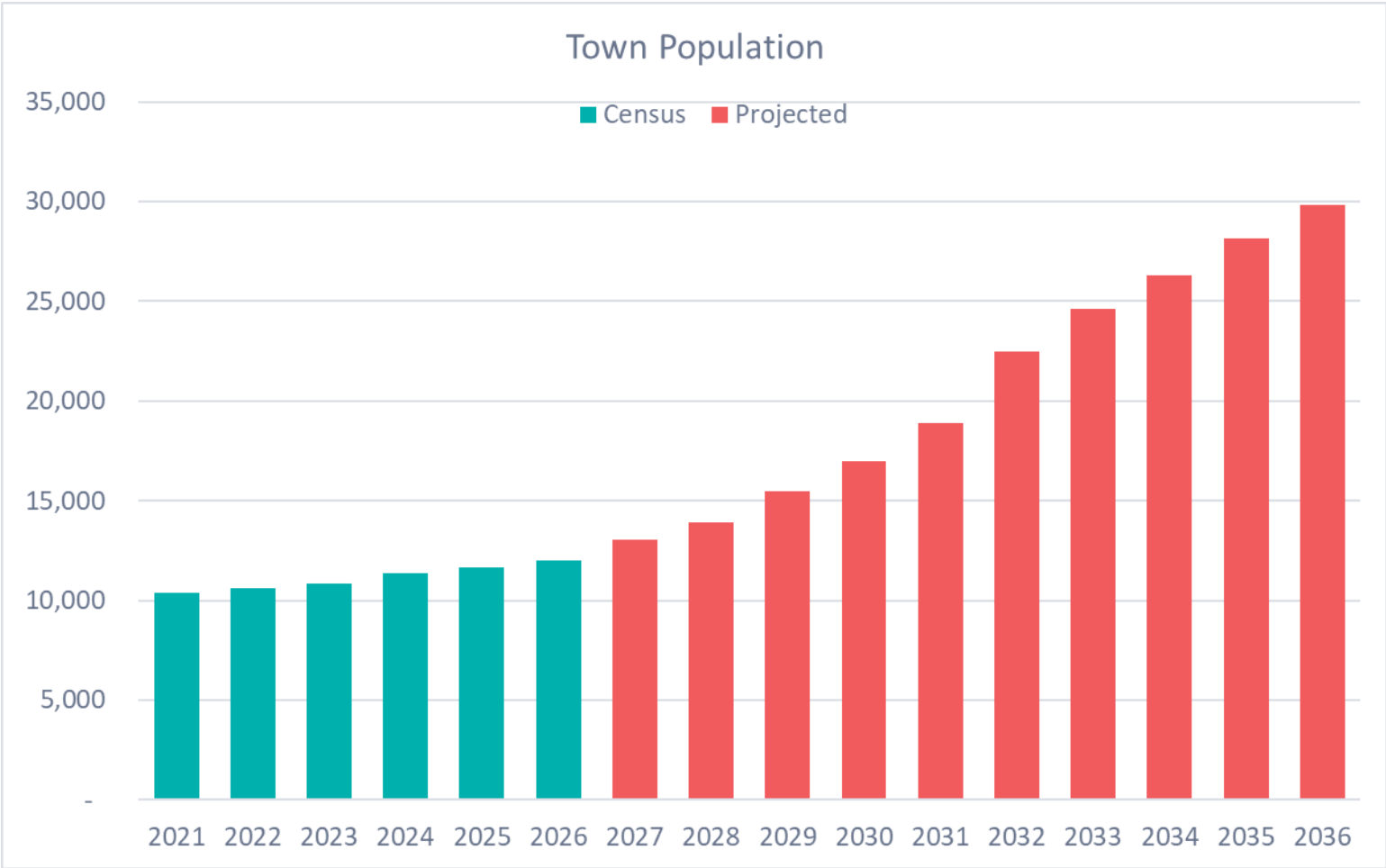
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Background

Growth and Development

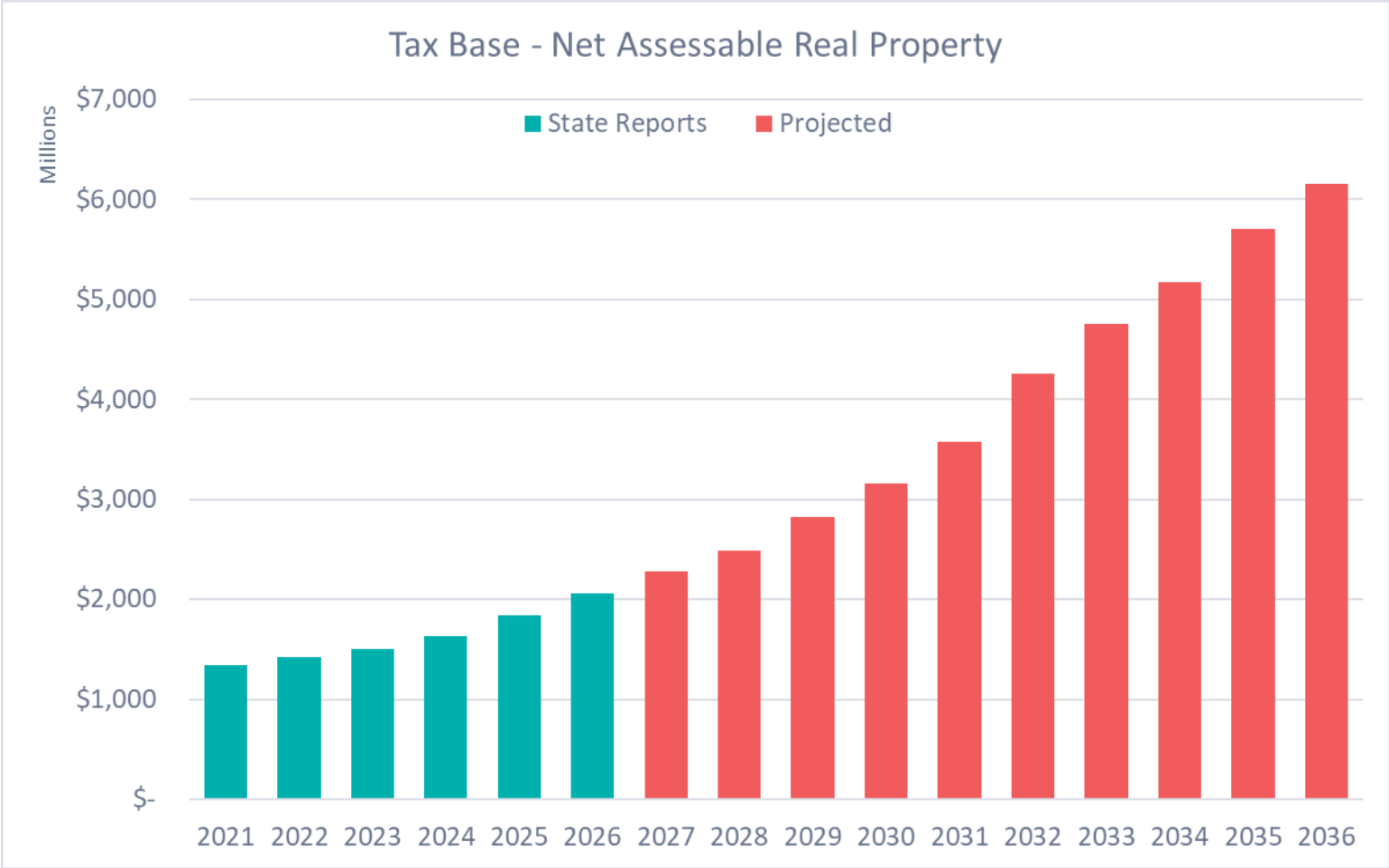
- Town has been growing rapidly
 - Rapid growth expected to continue for next decade
- Growth brings opportunities and challenges

Population Growth



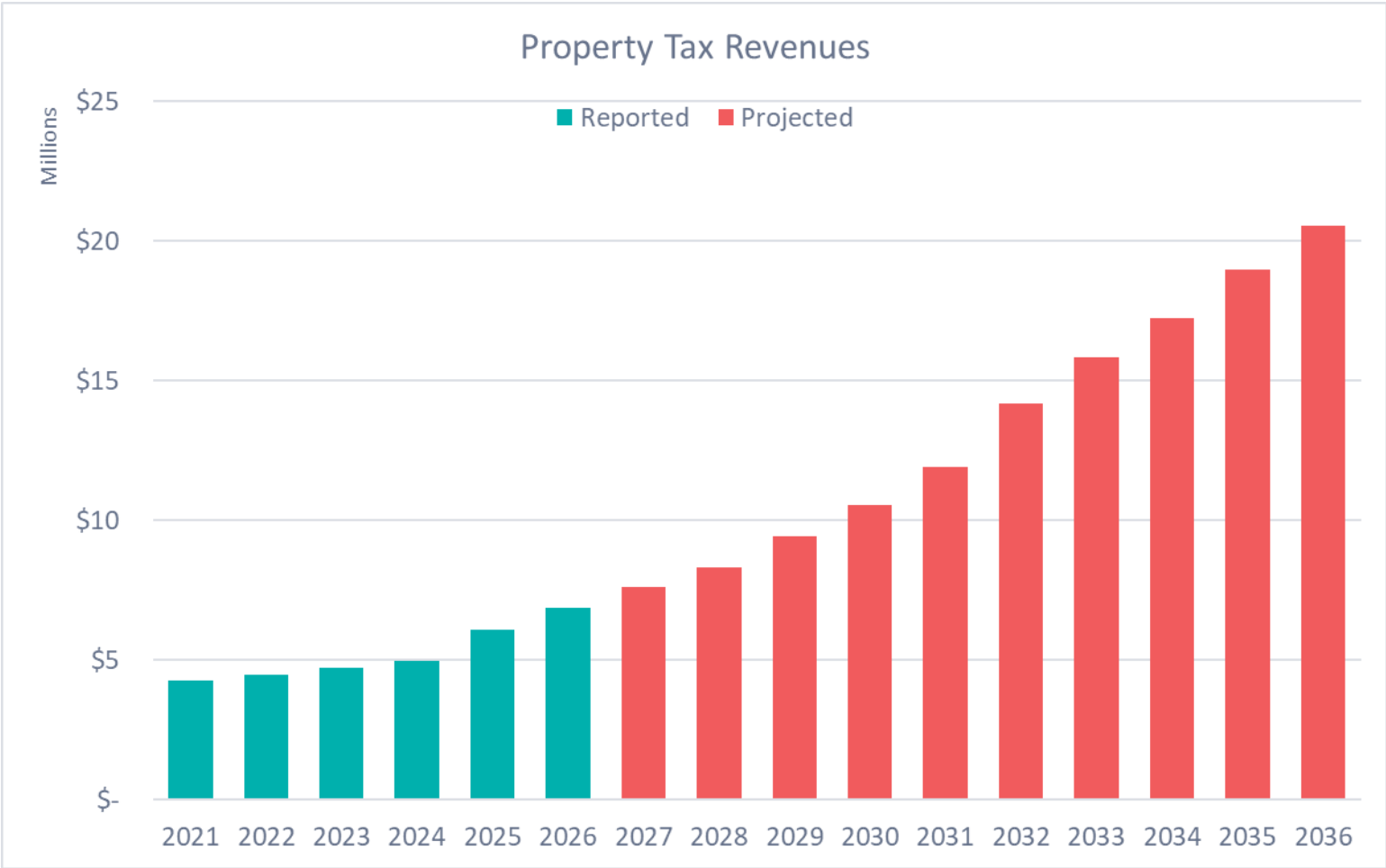
- Census estimates nearly 12,000 residents for 2026.
- Population expected to double by 2033.
- Population expected to grow to nearly 30,000 by 2036.

Tax Base Growth



- Tax base grew 50% between 2021 and 2026.
- Development is expected to accelerate in coming years.
- Tax base likely to double in next 5-6 years.

Property Tax Growth

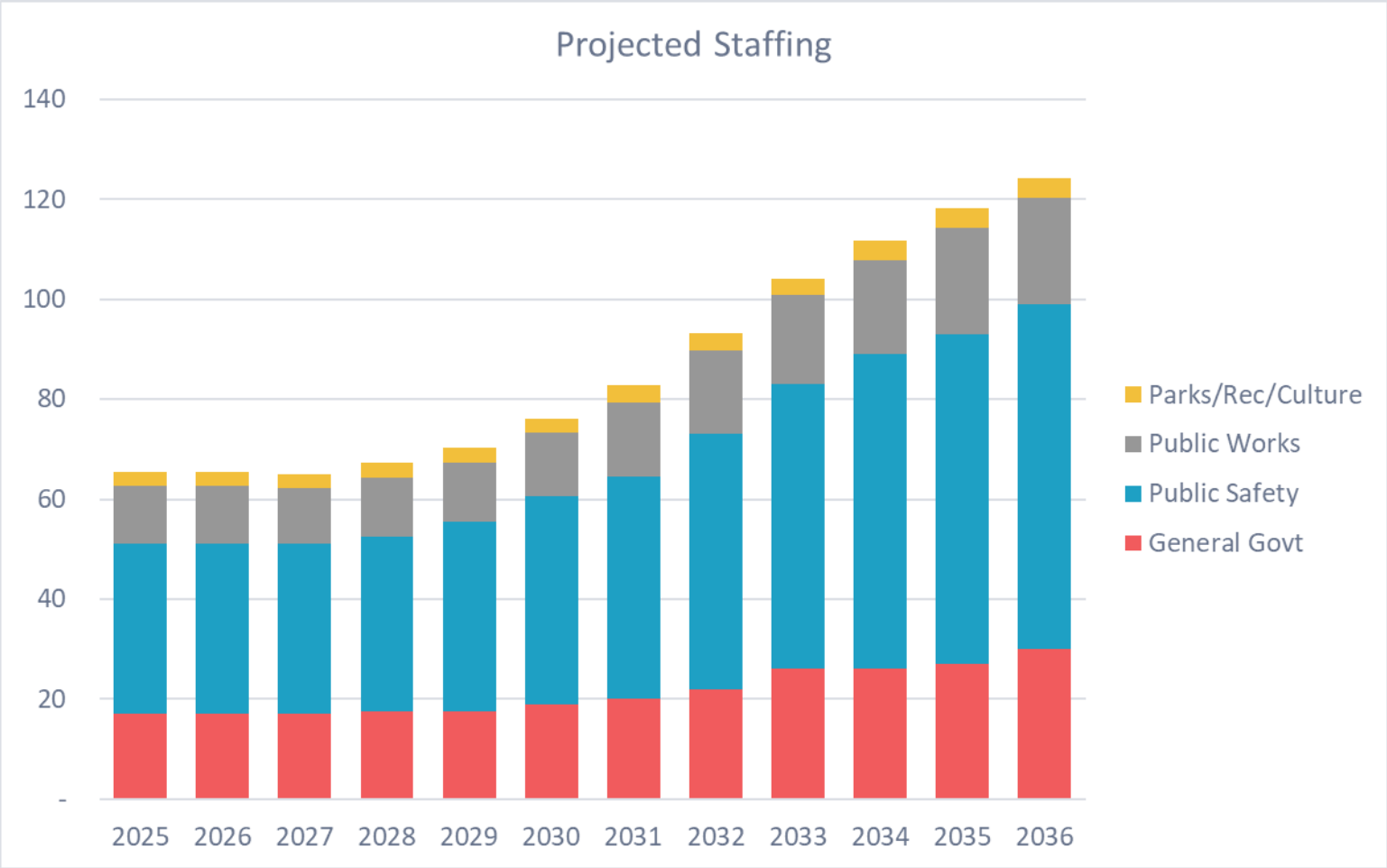


- Assuming that the Town holds its levy rate at current level, property tax revenues are expected to rise in proportion to new tax base.
- Property tax revenue expected to double in next 5-6 years.

Growth and Development *(cont.)*

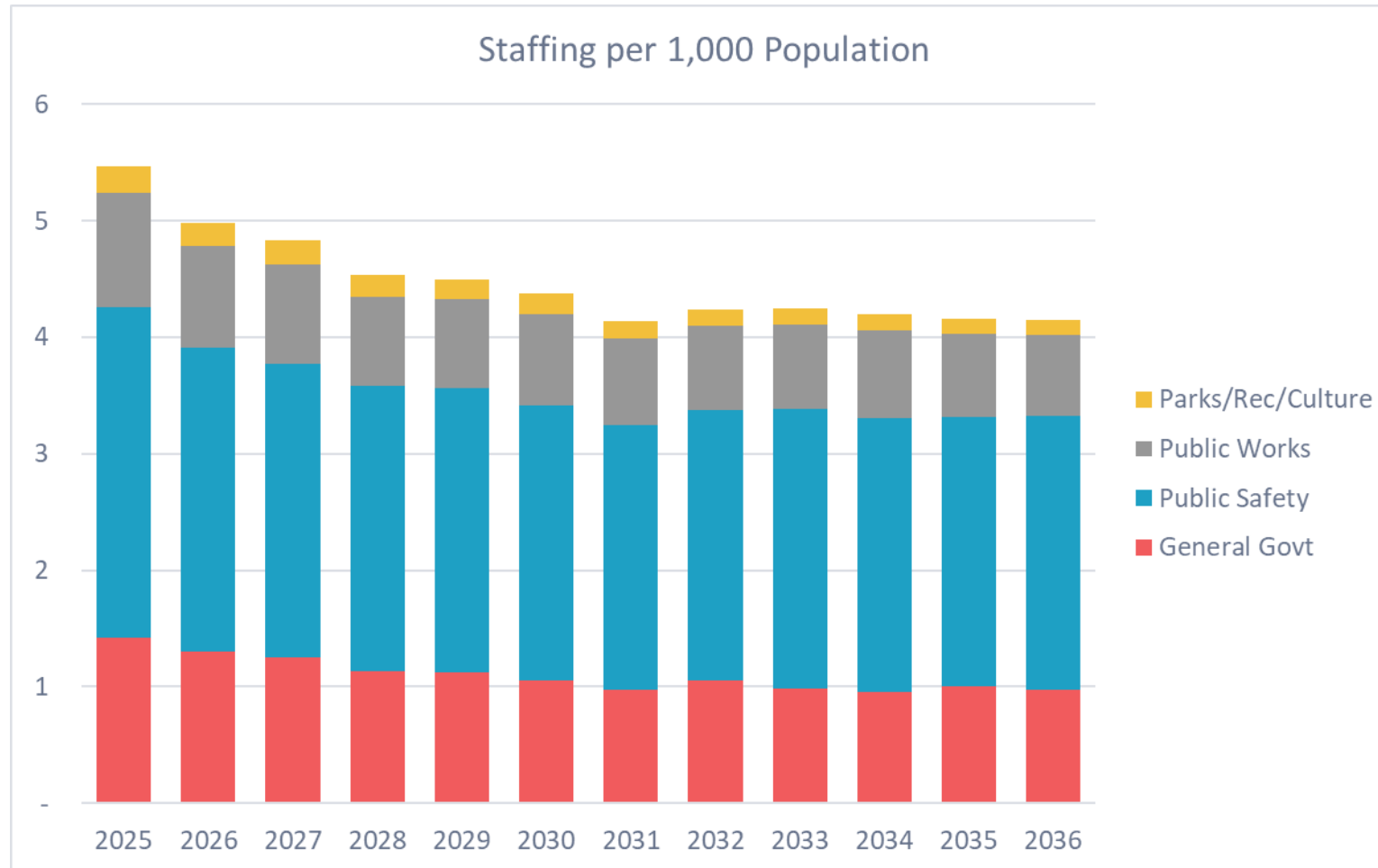
- To provide service to new residents, the Town will need to add staff and facilities.
- The Town will likely benefit from some economies of scale, but the organization will still need to grow significantly.

Staffing Needs



- Current staffing is approximately 67 FTEs.
- For purposes of long-term projections, we assume staffing grows to 124 FTEs by 2036.
- Largest increase is expected to come from police patrol.
 - Police staffing expected to grow from current proportion of 52% to almost 60% of total Town staffing.

Staffing Needs *(cont.)*



- In terms of staffing per 1,000 population, the current level is approximately 5.5 FTEs per 1,000.
- Staffing projections see proportion drop to around 4.2 FTEs per 1,000.
- Staffing may need to grow faster to meet service demands of new residents.

Capital Needs

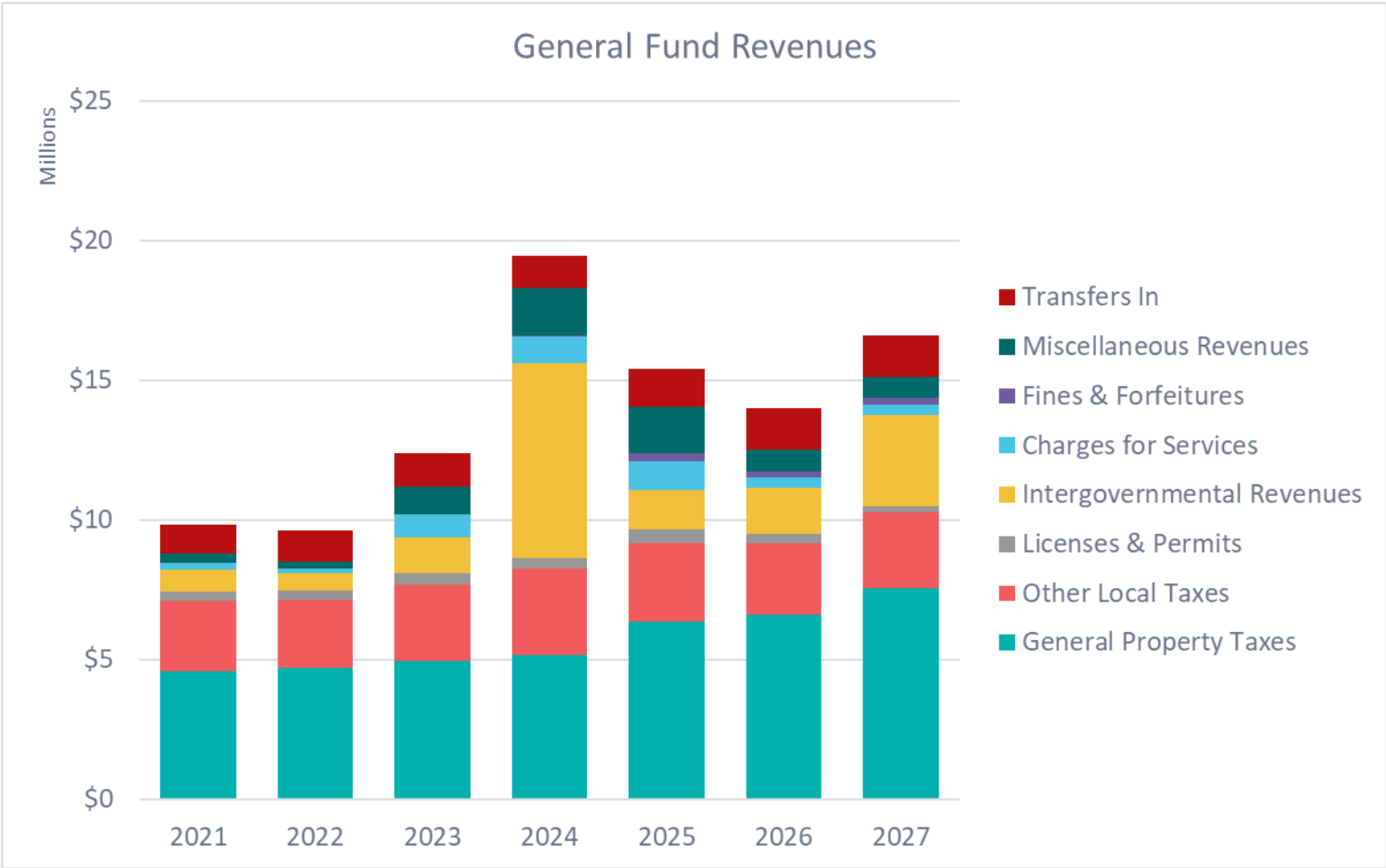
- Additional staff will require facilities and equipment.
- Capital planning will need to anticipate costs of new and expanded facilities.
- If Town identifies \$50 million in capital needs, funding will be a challenge:
 - Collect \$50 million in fund balance to pay for projects, or
 - Pay debt service of approx. \$4 million per year for 20 years.

General Fund Review

Information Used

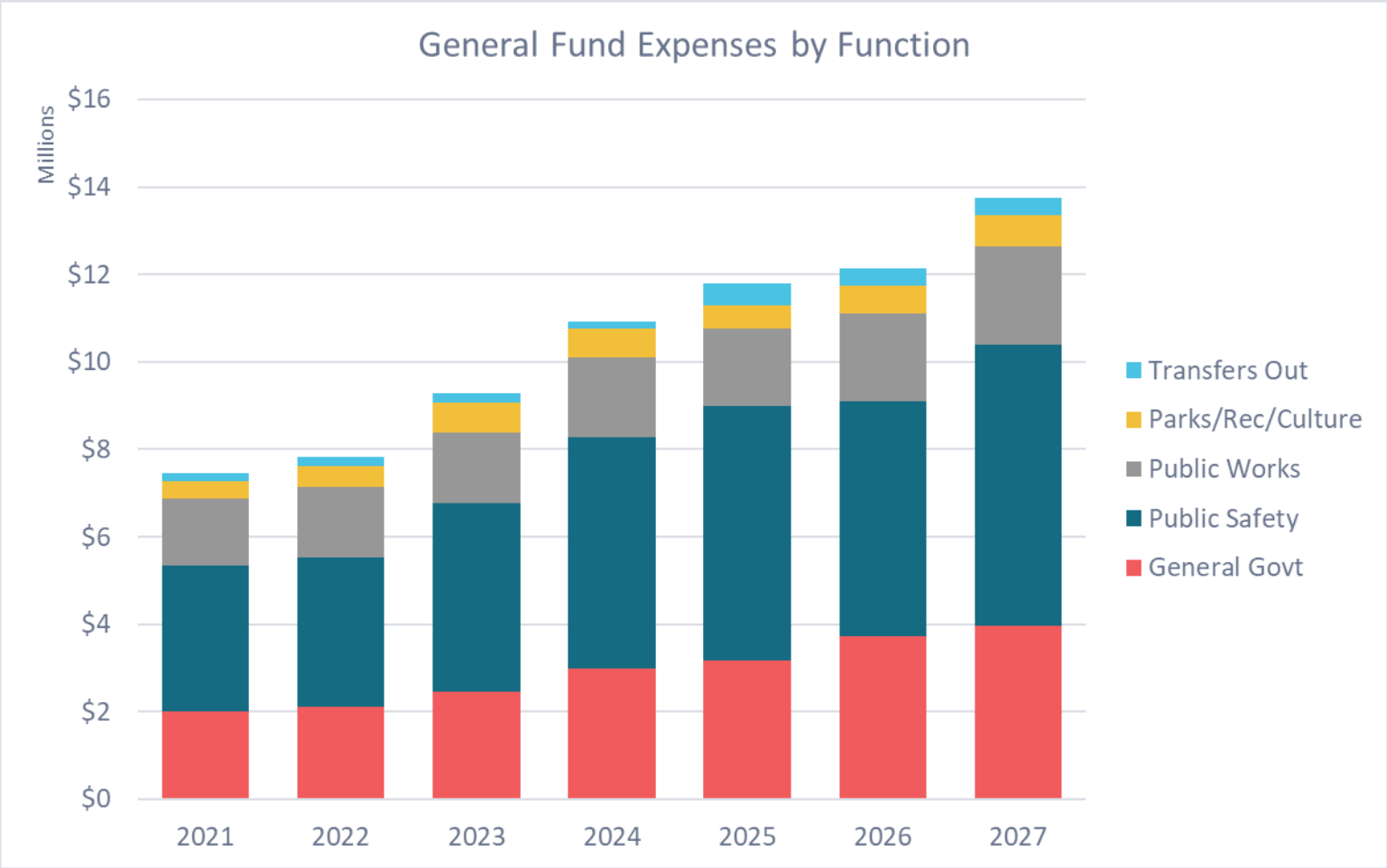
- Actual Town revenues and expenses from FY 2021-25
- Approved budgets for FY 2026 and 2027
- Capital project lists for FY 2027-32
- Assessed value statements from State of Maryland for FY 2021-26

General Fund - Revenues



- ARPA funds boosted FY2024 revenues.
- FY2026 revenues are from budget; will need to revisit actual numbers at fiscal year end.

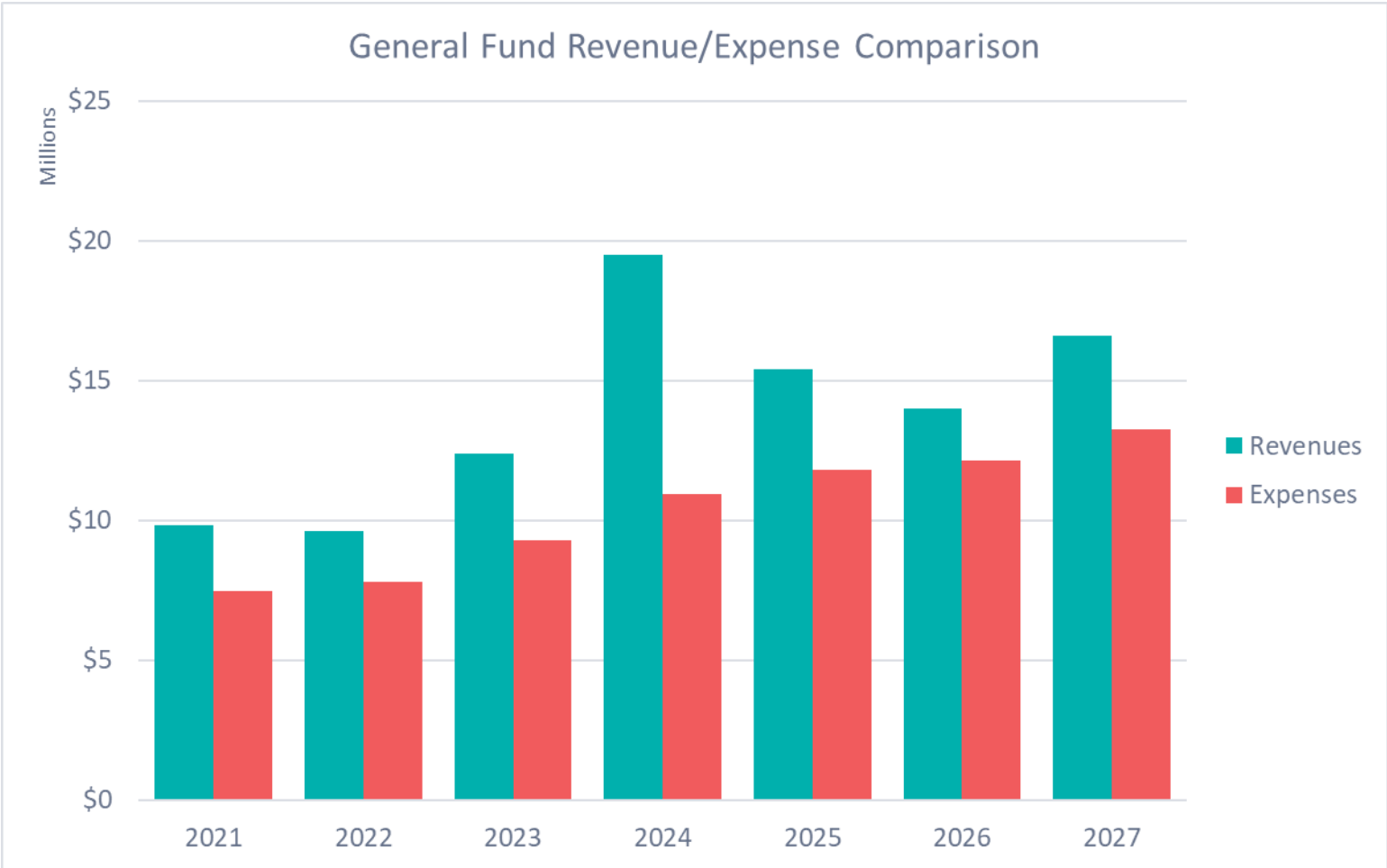
General Fund - Expenditures



- Significant expenditure growth in recent years.
 - General Govt. expenses rose 16% in FY2023 and 21% in FY2024.
 - Public Safety expenses grew 26% in FY2023 and 23% in FY2024.

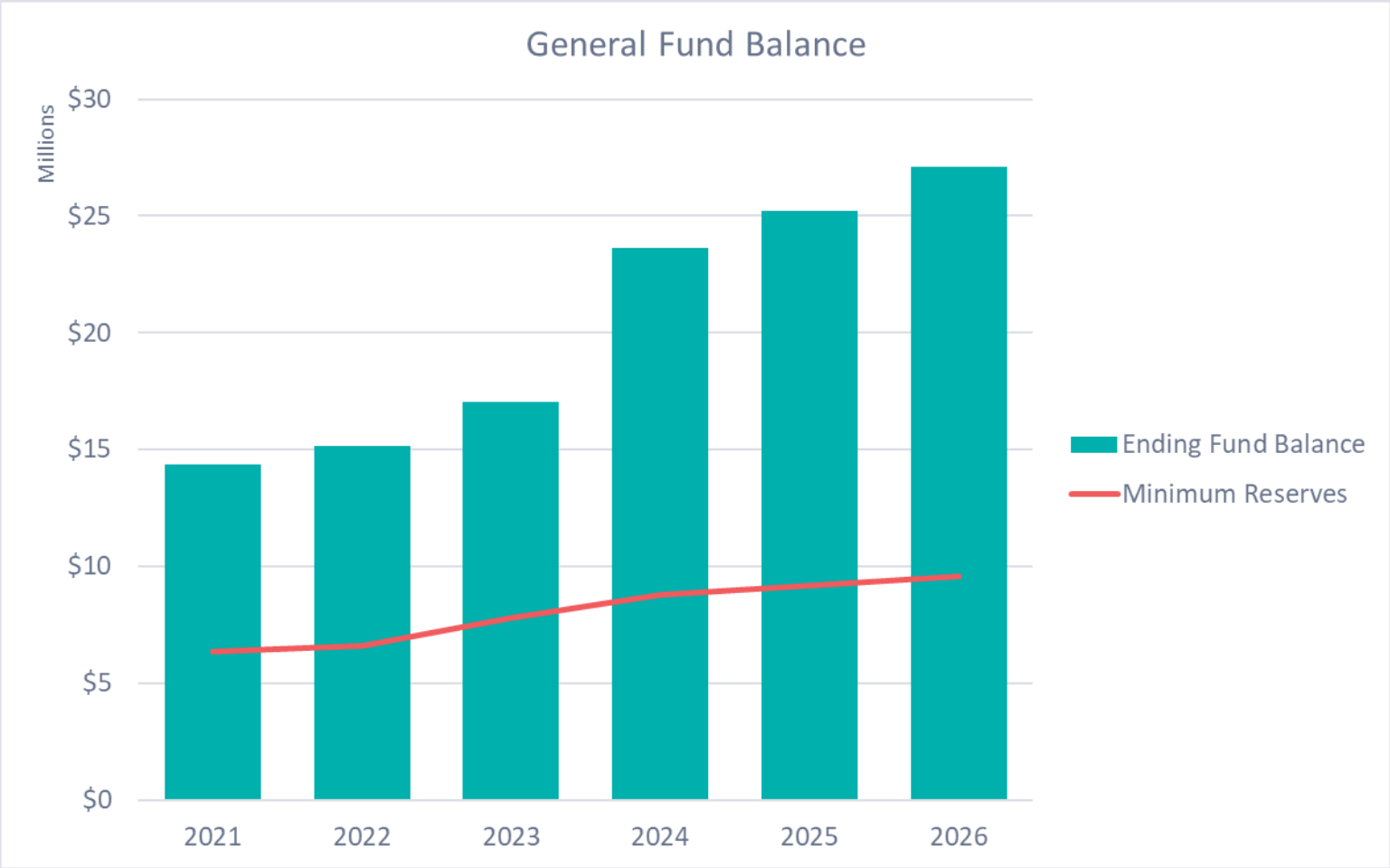


General Fund – Expenditures (cont.)



- Revenues have consistently been higher than expenses.
- Difference is exaggerated by ARPA funding.

General Fund – Fund Balance



- Fund balance has been rising.
- Big jump in FY2024 from ARPA funds.
- Reserves include:
 - Emergency reserve
 - Economic Downturn
 - Building/Vehicle/Equip
 - Technology reserve
 - Contingency reserve
 - Operating reserve

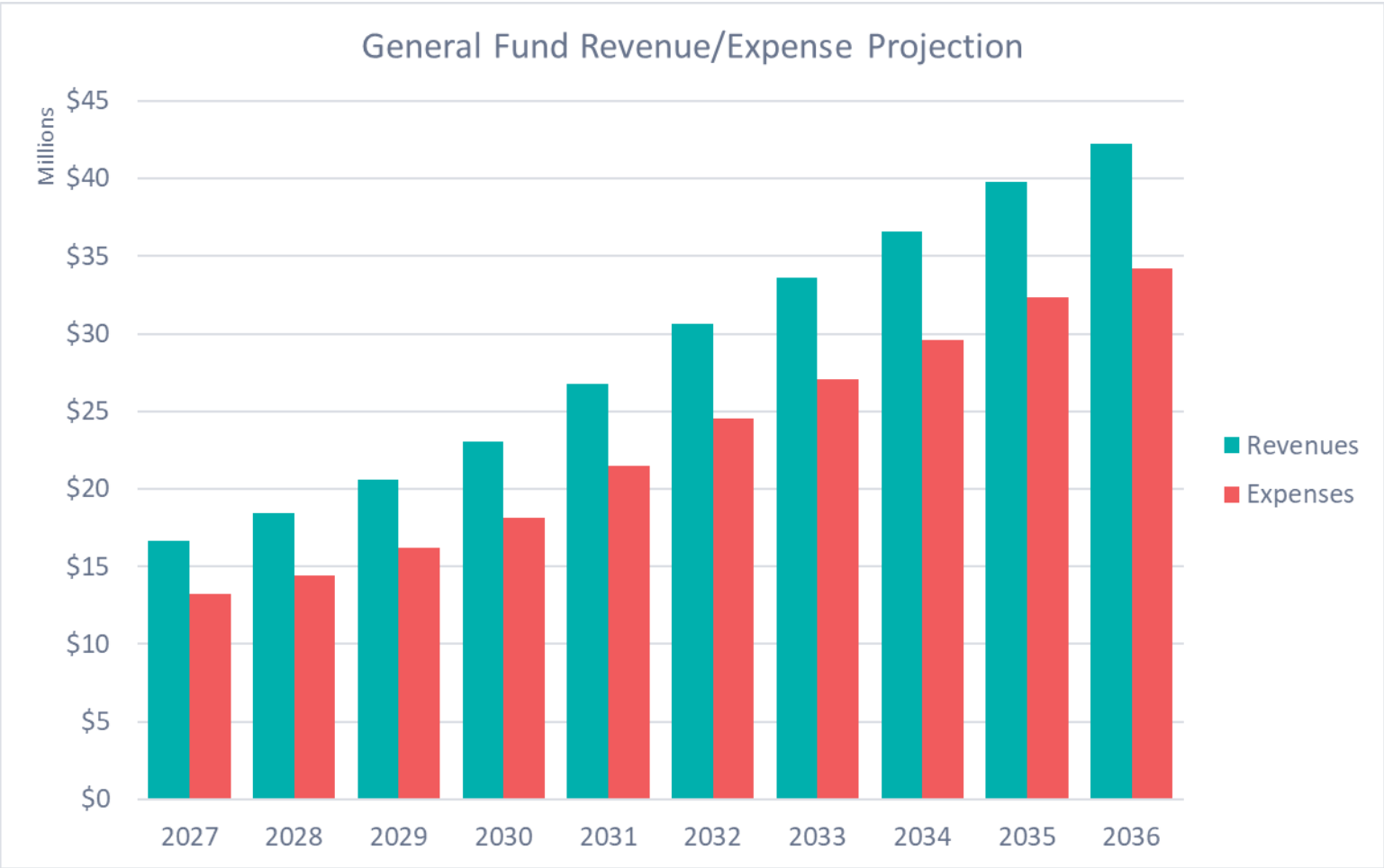
Operating Assumptions

- Property tax levy stays constant
 - Property tax revenues rise with development
- Other revenues grow at 2.0%
- Property values appreciate at 3.0% annually
- Personnel costs grow 3.0% annually
 - Health insurance grows at 6.0%
 - Pension costs grow 4% annually
- Supplies, services, utilities, other operating costs rise 3.0% annually
- Development based on Planning estimates
 - Consistent with development projections used in Water study

Projections

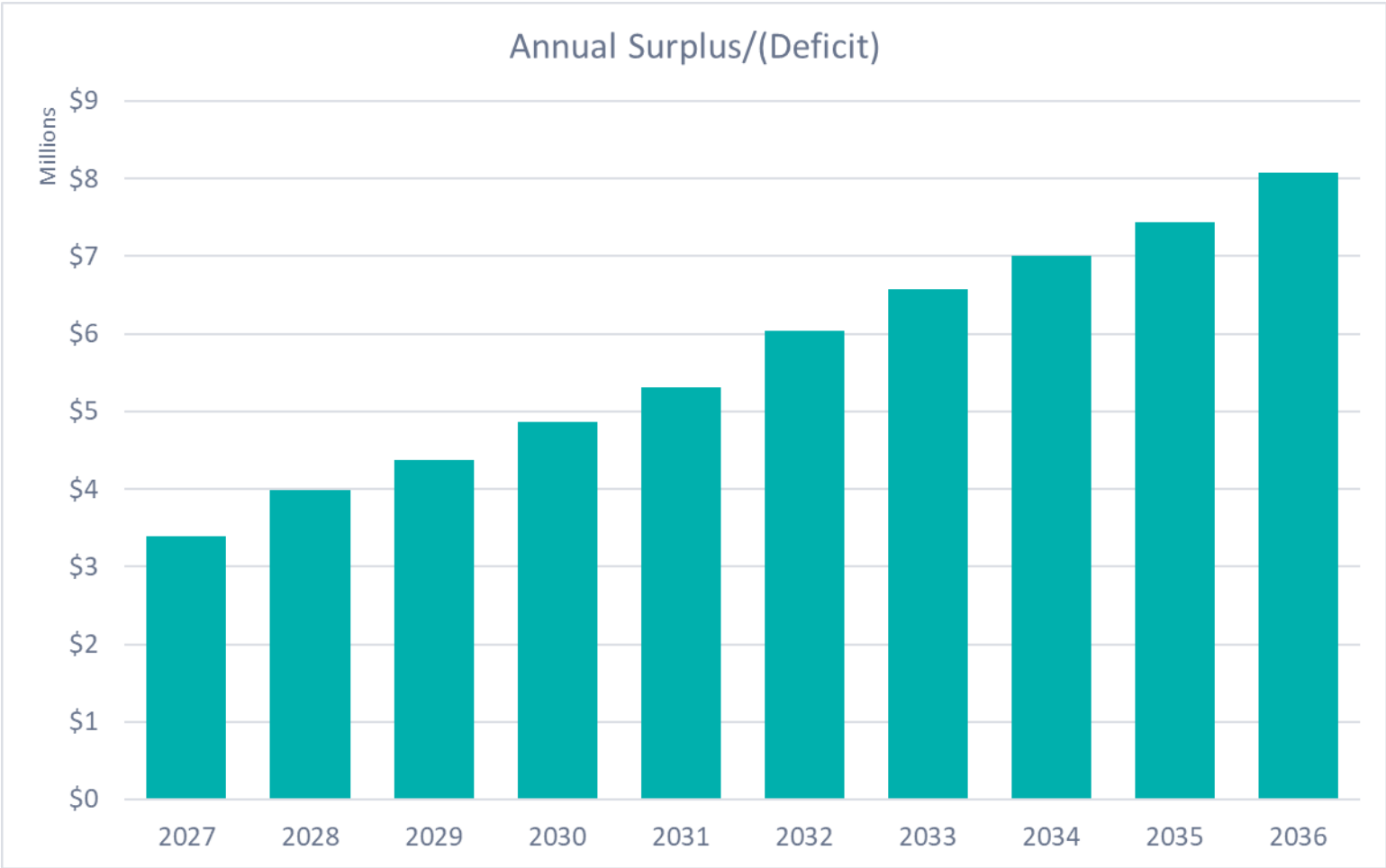
- Projections based on FY26 and FY27 budgets.
- Baseline values inflate annually based on list of assumptions.
- Department payroll expenses grow proportionally with projected new hires.

General Fund – Projected Revenue and Expense



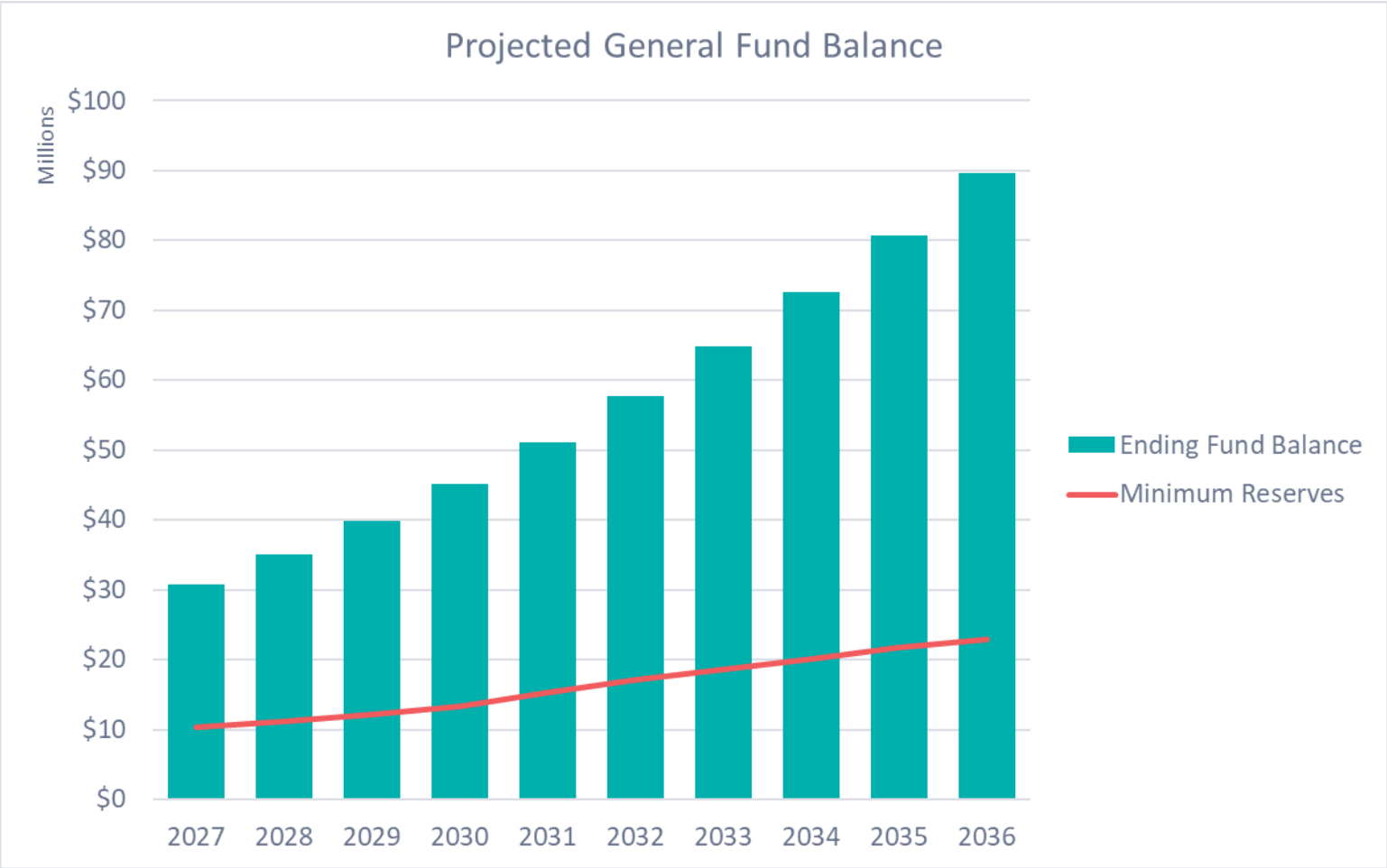
- Projections show operating revenues staying ahead of expenditures.

General Fund – Annual Surplus/(Deficit)



- Operating surplus is projected to grow from \$3.4 million in FY 2027 to \$8.0 million in FY 2036.

General Fund – Projected Fund Balance



- Projections show fund balance growing to nearly \$90 million by FY 2036.
- Additional staffing growth, new municipal services, and capital outlays may affect these projections profoundly.

Police Pension Impacts

Initial Impacts

- We were asked to examine potential impacts of switching police pension costs to LEOPS option.
- Budgeted costs for FY 2027 would be approximately \$880,000, compared to approximately \$375,000 under previous system.
- Projected FY 2027 surplus of \$3.4 million would be reduced to \$2.9 million.

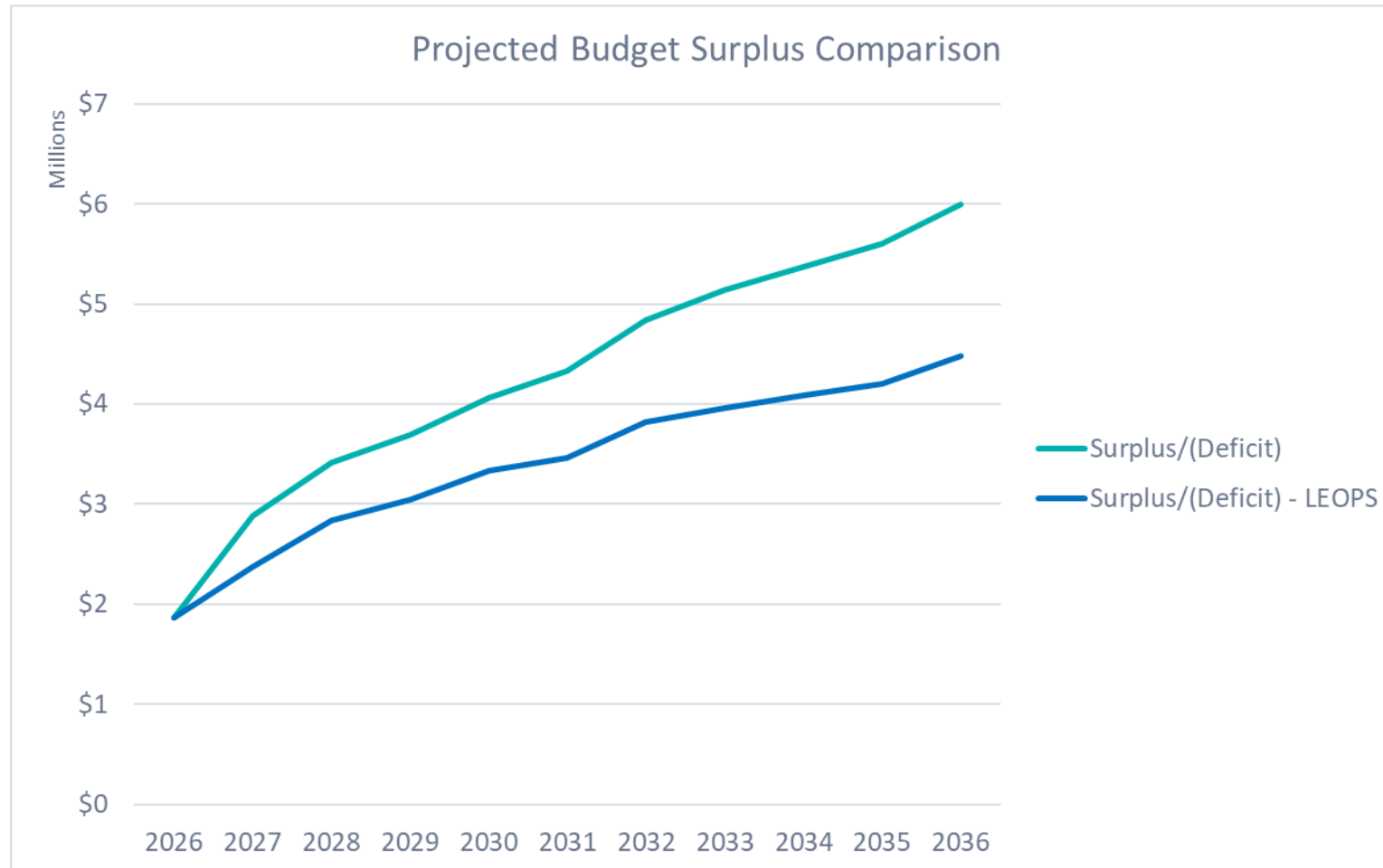
Pension Cost Projections



- Costs in each scenario grow based on annual inflation compounded by anticipated growth in police force.
- LEOPS cost expected to be approximately \$1.0 million higher than baseline projection by FY 2032, and \$1.5 million by FY 2036.

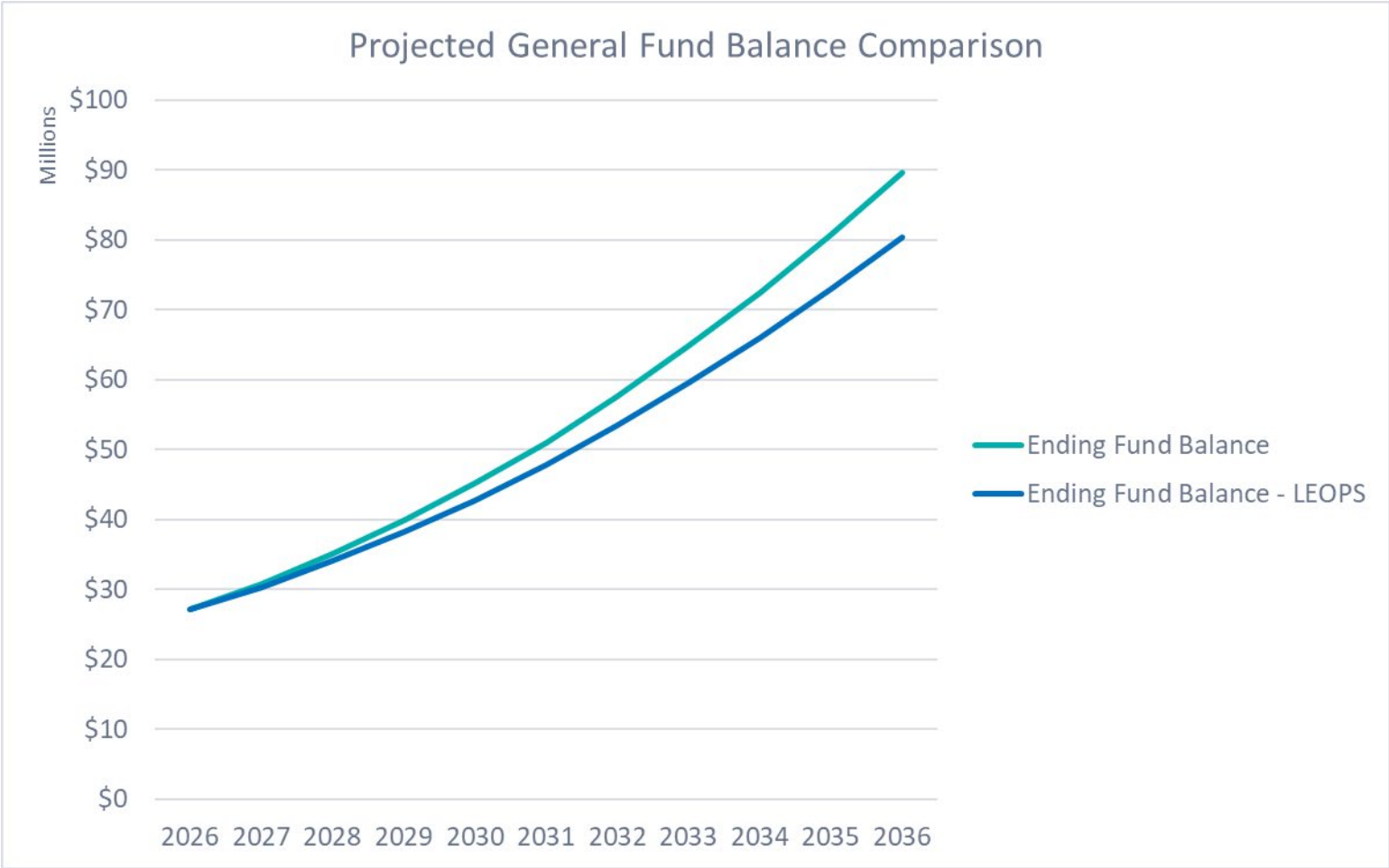


Impact on Projected Surplus



- Projected budget surplus of \$6.0 million in FY 2032 would be reduced to \$5.0 million.
- FY 2036 surplus would be \$6.6 million instead of \$8.1 million.
- In percentage terms, LEOPS would reduce annual surplus by 15% next year, growing to 20% of surplus by FY 2036.

Impact on Projected Fund Balance



- Cumulative impact of higher pension costs would slow growth in fund balance.
- FY 2036 fund balance would be \$80.3 million instead of \$89.6 million.

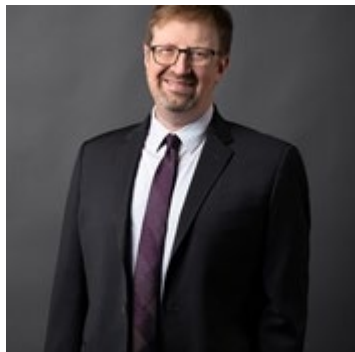


Observations

- Higher pension costs will reduce expected annual surplus amounts by 15% to start.
- Significant surpluses remain, but funds pledged to pension costs will not be available for other municipal services or capital needs.

Questions?

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Matt Bubness
Director

Matt.Bubness@bakertilly.com



Matt Stark
Manager

Matt.Stark@bakertilly.com



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Agenda Item Summary

MEETING GROUP: Town Council
STAFF RESOURCE: Karina Larsen, Town Treasurer/CFO
DEPARTMENT: Finance
TYPE: Town Council Resolution for Purchase
SUBJECT: OpenGov Budgeting Software

BACKGROUND:

The Town conducted a comprehensive evaluation of two budgeting software platforms to enhance the efficiency, transparency, and functionality of the budget development process. The evaluation included detailed reviews of personnel, operating, and capital budgeting capabilities; integration with the Town's existing financial system; strategic planning tools; public-facing interface; and budget book preparation.

In addition to product demonstrations, the Town solicited feedback from references provided by the vendors as well as peer jurisdictions independently identified by staff. Based on the overall evaluation, including functionality, usability, and alignment with the Town's operational needs, OpenGov was selected as the preferred solution.

Implementation and services include system configuration for operating and capital budgets, workforce planning, financial integration, reporting, dashboards, performance management, and budget book publication. The implementation will follow a structured five-phase methodology (Initiate, Validate, Configure, Train, Launch) with an estimated duration of approximately four months.

FISCAL IMPACT:

The FY2027 budget includes funding of \$70,000 for implementation and software costs. The contract will commence on July 1, 2026, the start of FY 2027, when the approved funds become available. Expenditures related to continued services will be included in the Finance Department's annual budget. Five-year user fees/software cost:



OpenGov Proposal - Town of La Plata, MD				
Subscription Year	Months	Software	Professional Services	Annual Total
July 1, 2026 - June 30, 2027	12	\$39,354.21	\$29,760.00	\$69,114.21
July 1, 2027 - June 30, 2028	12	\$41,321.92	\$0.00	\$41,321.92
July 1, 2028 - June 30, 2029	12	\$43,388.02	\$0.00	\$43,388.02
July 1, 2029 - June 30, 2030	12	\$45,557.42	\$0.00	\$45,557.42
July 1, 2030 - June 30, 2031	12	\$47,835.29	\$0.00	\$47,835.29

STRATEGIC PLAN ALIGNMENT:

Good Governance

- Enhances transparency through a public-facing, interactive budget platform.
- Improves accessibility of financial information to residents.

Operational Excellence

- Streamlines budget preparation, reporting, and long-term financial planning.
- Integrates with existing financial systems to improve efficiency and data accuracy.

Accountability

- Provides real-time reporting, dashboards, and performance tracking tools to support data-driven decision-making.
- Establishes standardized workflows and audit trails throughout the budget process.
- Strengthens the alignment of expenditures with strategic goals and performance outcomes, ensuring resources are allocated based on measurable results and community priorities.

SUSTAINABILITY CONSIDERATIONS:

The implementation of OpenGov supports long-term financial sustainability by improving forecasting capabilities, enhancing multi-year planning, and providing tools to better align resources with strategic priorities. The system also reduces reliance on manual processes, improving operational resilience and continuity.

ADA CONSIDERATIONS:

The OpenGov platform includes a public-facing interface designed to meet ADA accessibility standards, ensuring that budget information is accessible to all residents, including individuals with disabilities.

RECOMMENDED ACTION:



La Plata
MARYLAND

FOR LEGISLATIVE USE ONLY

Item Number: 2026-0706

Date of Meeting: May 26, 2026

Adopt Resolution 26-31 authorizing the Town Manager to execute a contract services agreement for the implementation of OpenGov budgeting and performance management software platform in the amount of \$69,114.21 for the first year.

ATTACHMENTS:

- OpenGov Statement of Work #PS-11956.2 dated 05/12/2026
- OpenGov Master Services Agreement revised May 5, 2025

COUNCIL OF THE TOWN OF LA PLATA
Resolution 26-31

Introduced By: Mayor Jeannine E. James

Date Introduced: May 26, 2026

Date Adopted:

Date Effective:

1 **A RESOLUTION** concerning

2
3 **OpenGov Budgeting Software**

4
5 **FOR** the purpose of authorizing the Town Manager to enter into a Contract Services
6 Agreement for the implementation of the OpenGov budgeting and performance
7 management software platform; and all matters generally relating thereto.

8
9 * * * * *

10
11 **WHEREAS**, the Town desires to demonstrate Good Governance through improved
12 transparency and modernization of financial systems; and

13
14 **WHEREAS**, the Town desires to pursue Operational Excellence through streamlined
15 processing and automation of its financial systems and by enhancing digital access and
16 delivery of customer service; and

17
18 **WHEREAS**, the services of OpenGov will enhance staff efficiency and customer
19 service while supporting the Town's economic and environmental sustainability efforts; and

20
21 **WHEREAS**, Town Charter § C8-23 and Town Code Chapter 43 requires that all
22 expenditures in excess of twenty thousand dollars (\$20,000), be advertised for sealed bids,
23 except for expenditures which the Town Council, by ordinance, has determined are not
24 subject to the sealed bid requirements; and

25
26 **WHEREAS**, the Town solicited bids via an open competitive bidding process
27 consistent with Town procurement policies;

28
29 **WHEREAS**, Town staff evaluated all bids received and recommends that the Town
30 enter into a contract agreement with OpenGov, Inc., under the conditions outlined in a
31 Statement of Work attached hereto as Attachment 1; and

32
33 **WHEREAS**, Town Staff believes the purpose and intent of Town Charter §C8-23 has
34 been met.

36 **NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE TOWN OF**
37 **LA PLATA** Noel C. Stevens, Town Manager, is hereby authorized to execute and deliver, on
38 behalf of the Town of La Plata, a Contract Services Agreement with OpenGov, Inc., for
39 services associated with the implementation of the OpenGov budgeting and performance
40 management software platform, for a term that shall commence upon execution of the
41 contract, and for an amount not to exceed sixty-nine thousand one hundred fourteen dollars
42 and twenty-one cents (\$69,114.21).
43

44 **BE IT FURTHER RESOLVED**, that the OpenGov Statement of Work attached hereto
45 as Attachment 1 is hereby adopted and incorporated herein by reference.
46

47 **BE IT FURTHER RESOLVED**, that the OpenGov Master Services Agreement attached
48 hereto as Attachment 2 is hereby adopted and incorporated herein by reference.
49

50 **ADOPTED AND APPROVED** by the Council of the Town of La Plata this ____ day of
51 _____, 2026.

SEAL:

COUNCIL OF THE TOWN OF LA PLATA

Jeannine E. James, Mayor

Paul C. Guttenberg, Councilman

Patrick McCormick, Councilman

ATTEST:

Gregory Sampson, Jr., Councilman

Shelby Pritchett
Town Clerk

Tyjon C. Johnson, Councilman

Date_____



Statement of Work

Town of La Plata, MD

Creation Date: 05/12/2026
SoW Expiration Date: 08/12/2026
Document Number: PS-11956.2
Created by: Liam Watkins

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OpenGov Statement of Work

1. Project Scope and Understanding

This Statement of Work ("SOW") outlines the Professional Services OpenGov will provide to Town of La Plata, MD ("Customer") under the applicable Order Form. Professional Services or technical requirements not listed in this SOW are out of scope.

2. Exhibits

The following exhibits are incorporated by reference and are part of this SOW:

- 2.1. Exhibit 1: Implementation Activities
 - 2.1.1. Budgeting & Performance
- 2.2. Exhibit 2: Technical Requirements
 - 2.2.1. Budgeting & Performance

3. OpenGov Responsibilities

OpenGov will provide a framework for planning, communication, progress tracking, and coordination for activities in Exhibit 1. In collaboration with Customer, OpenGov will develop and maintain the Project Plan. The "Project Plan" is a detailed, living document that defines how the project will be executed, including tasks, timelines, milestones, and team assignments. OpenGov will monitor progress against the Project Plan, coordinate adjustments to tasks and schedules as needed, and conduct status meetings as agreed to by the parties. OpenGov will provide weekly status reports, a Project Charter, and a RAID register (Risks, Actions, Issues, and Decisions). The "Project Charter" is a high-level document outlining the project's purpose, goals, key stakeholders, success criteria, and major milestones.

4. Customer Responsibilities

The Customer will appoint a primary point of contact with authority to make binding decisions ("Customer's Project Manager"). This person will coordinate internal resources, assign subject matter experts ("SMEs"), and oversee implementation. Responsibilities include attending status meetings, making timely decisions, providing requested information, escalating issues internally, and collaborating on the Project Plan and Change Order process, if applicable.

Customer acknowledges that the success of this project is contingent on its full participation. Customer must provide data within ten (10) business days of a request, maintain consistent data formats and access throughout the project, and allocate the necessary Customer resources and time to support deliverables and meet agreed-upon timelines.

Any failure by Customer to meet its responsibilities under this SOW (each, a "Customer Delay") will automatically suspend the affected obligations of OpenGov for the duration of the Customer Delay and for a reasonable restart period thereafter. All affected milestones, delivery dates, and service-level commitments will be extended on a day-for-day basis (or as otherwise reasonably necessary) to account for the Customer Delay, and may result in an adjustment of the fees if OpenGov incurs additional time, materials, or other costs as a result. Under no circumstances will any consequence of a Customer Delay constitute a breach by OpenGov of this SOW or of the Agreement, nor will OpenGov be liable for any failure to meet a performance obligation that is caused, in whole or in part, by a Customer Delay.

5. Project Delivery

OpenGov will perform services under this SOW remotely. OpenGov may use a combination of OpenGov personnel and OpenGov-trained implementation partners to deliver the services described in this SOW.

6. Estimated Schedule

The estimated duration of this work is four (4) months. In order for departments to enter budget requests on November 1, 2026, the project is expected to start no later than July 1, 2026. A later start date may delay the date the system is ready for budget entry. The specific timeline, including order of delivery of the product(s), will be determined during the project planning activities in the Initiate Phase. Services are estimated to begin within two (2) weeks and no later than four (4) weeks from contract signature. OpenGov reserves the right to adjust the schedule based on the availability of Customer or OpenGov resources, and the timeliness of deliverables provided by the Customer.

7. Acceptance Procedure

OpenGov will submit completed deliverables to the Customer's Project Manager for review. Within five (5) business days of receipt, the Customer's Project Manager will either provide written acceptance or a list of requested revisions. In the event there are requested revisions, the subsequent review period for acceptance will follow the same timeline until final acceptance. If Customer does not respond within this period, the deliverable will be deemed accepted. Once a deliverable is accepted, any requested changes will require a paid Change Order.

Acceptance milestones and review timelines will be tracked in the Project Plan. Both parties acknowledge that delays in task completion or unresolved issues may impact the project timeline. If OpenGov determines in good faith that Customer is

not fulfilling its responsibilities under this SOW, OpenGov may place services on hold following a minimum of five (5) business days' written notice. The notice will specify the actions needed to progress the project. During the hold period, OpenGov may reallocate resources without penalty and will not be responsible for resulting delays.

8. Modifications

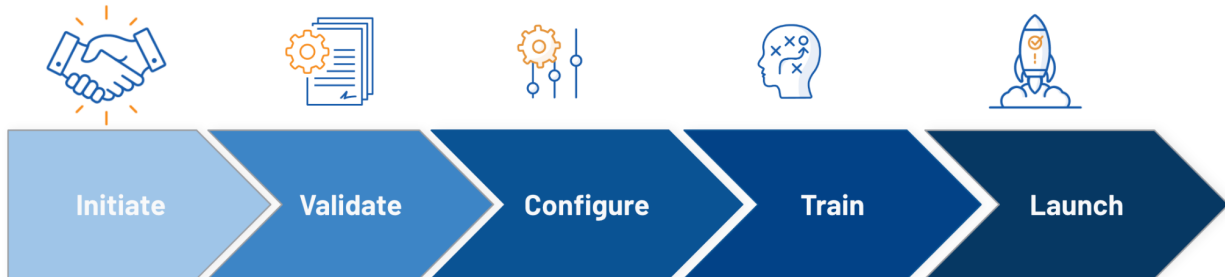
The fees and estimated timeline are based on the scope and assumptions in this SOW. If either party determines that a change to the scope is necessary, the parties will collaborate to define the required modification, which may result in fee adjustments based on OpenGov's standard rates. All modifications must be documented in a written Change Order and signed by both parties ("Change Order"). Examples of changes include revisions to the project timeline, deliverables, or resource allocation.

9. Communication and Escalation Procedure

OpenGov and Customer agree to maintain regular communication in alignment with the Project Plan to ensure progress, resolve questions promptly, and minimize risk. Both parties will raise any issues or concerns in a timely manner. If challenges are not resolved through standard project discussions, Customer and OpenGov Project Managers will escalate to their respective executive leadership teams to jointly determine a resolution and align on a path to successful implementation.

Exhibit 1: Implementation Activities

OpenGov Implementation Methodology Overview



Every OpenGov implementation follows a five-phase hybrid methodology designed to ensure a structured and collaborative deployment. The phases are:

1. Initiate – OpenGov provisions access and performs initial system setup.
2. Validate – OpenGov works with the Customer to confirm requirements and review initial configurations.
3. Configure – OpenGov completes system configuration as outlined in this SOW.
4. Train – OpenGov provides training to system administrators and/or end users, as applicable.
5. Launch – OpenGov provides post-go-live support and transitions the Customer to OpenGov’s Customer Success Team.

Each implementation is structured around these phases. Deliverables, sign-offs, and completion criteria are aligned to the relevant phase.

Budgeting & Performance

Use Cases Build for Budgeting & Performance:

- Operating Budget
- Workforce Planning
- Budget Book Publication
- B&P Integration
- Capital Budgeting
- Performance Measures

Initiate

Provisioning Budget & Planning

OpenGov will:

- Provision Customer’s OpenGov entity and verify Customer has access to all purchased modules.

Customer will:

- Confirm access to entity and modules.

Completion Criteria

- Customer verifies access to the site.

Validate

Technical Project Review

OpenGov will:

- Provide up to one (1) one-hour working sessions at the beginning of the project to:
 - o Review deliverables
 - o Review technical requirements
 - o Provide documentation on requirements and processes

OpenGov Assumptions:

- Customer will provide relevant data within two (2) weeks immediately following the kick-off meeting.

Customer will:

- Identify relevant participants for attendance.
- Confirm deliverables.
- Gather and provide relevant data for the project.

Completion Criteria

- Customer sign-off on the project plan.

Configure

Chart of Accounts (COA)

OpenGov will:

- Build Customer's COA in OpenGov in accordance with OpenGov technical requirements.
- Review configured COA and uploaded data and provide training to Customer on how to:
 - o Manage new codes
 - o Edit COA
 - o Create Masks

Customer will:

- Provide current COA and transactional data.
- Validate and provide sign off on COA.
- Maintain the COA following configuration.

Completion Criteria

- Customer sign-off that the Chart of Accounts has been configured.

Operating Budget

OpenGov will:

- Configure one (1) Budget instance.
- Configure budget proposal based on a Segment of the Chart of Accounts.
- Train and assist on the modification of the configuration.
- Configure and upload Customer's base budget file into OpenGov budget instance.

- Configure OpenGov Budget Proposals and Worksheets for Departments in the base budget file based on the agreed upon structure.
- Review configured OpenGov Budget and provide training to Customer on how to:
 - Create new Proposals and Worksheets
 - Manage Budgets

Customer will:

- Provide a current budget.
- Validate Budget Proposals and Worksheets.
- Signoff on Budget Proposals and Worksheets.

Completion Criteria

- Customer sign-off that Operating Budget proposals and worksheets have been configured.

Capital Budget

OpenGov will:

- Configure one (1) Budget instance.
- Configure and upload Customer's base budget file into OpenGov budget instance.
- Configure proposals and worksheets for Capital Projects in the base budget file based on the agreed upon structure.
- Review configured OpenGov Budget and provide training to Customer on how to:
 - Create new Proposals and Worksheets
 - Manage Budgets

Customer will:

- Provide a current budget.
- Validate and provide signoff on Budget Proposals.

Completion Criteria

- Customer sign-off that Capital Budget proposals and worksheets have been configured.

Workforce

OpenGov will:

- Provide cost elements based on Customer's existing personnel forecast to workforce document as per OpenGov's best practices.
- Review configured OpenGov Workforce Plan and provide training to Customer on how to:
 - Create Cost Elements
 - Populate and upload the Position Template

Customer will:

- Provide Position calculations and tables.
- Populate the Position Template and upload the completed template into OpenGov.
- Validate and provide signoff on the Workforce Plan calculations.
- Maintain the Workforce Plan and data once configured.

Completion Criteria

- Customer sign-off that the Workforce Plan has been configured.

Reporting

OpenGov will:

- Set up one (1) export and Dataset View to enable OpenGov Budget Reports for the Operating and Capital Budget(s).
- Configure up three (3) standard reports using the customer's integrated financial data:
 - Annual
 - Budget to Actuals
 - Transactions
- Configure up to four (4) Operating Budget Reports using OpenGov budget data:
 - Milestones
 - Development
 - Fund Balance Projections
 - Categories*
- Configure up to two (2) Capital Budget Reports using OpenGov budget data:
 - Development
 - Effect on Operating
- Review configured OpenGov Reports and provide training Customer on how to:
 - Export Budget Data for use in OpenGov Reports.
 - Create new Reports
 - Manage Reports
 - Share Reports

*Budget Categories report is only available to customers using a zero-based budget.

Customer will:

- Validate and provide sign-off of Reports.
- Maintain the Reports once configured.
- Map OpenGov Budget export to Customer ERP import format.

Completion Criteria

- Customer sign-off that Reports have been configured.

Dashboards

OpenGov will:

- Configure dashboards based on one (1) segment or roll up in the Chart of Accounts based on the customer provided template.
- Produce the reporting views and dashboard based on the Customer's configuration.
- Provide Excel Template for the Customer to complete for the configuration of dashboards.

Customer will:

- Provide a completed template for OpenGov to use for the Dashboards.

Completion Criteria

- Customer sign-off that Dashboards have been configured.

Budget Book Publication

Basic Book

OpenGov will:

- Deliver the following Online Budget Book deliverables for use with the completion of the first OpenGov Budget development.

- Create a preset book using OpenGov templates built upon GFOA guidelines including:
 - Based on best practices, build out the look and feel of OpenGov's eighteen (18) Basic Book OBB Templates.
 - Build up to twelve (12) standard reports for use in the Online Budget Book, including:
 - Standard Online Budget Book FIN Forecast
 - Performance Measures
 - Standard Department Expenses
 - Standard Department Revenues
 - FTE Report
 - CIP Summary
 - Fund Balance Report
 - Three Year Consolidated Summary
 - Standard Fund Expenditures
 - Standard Fund Revenues
 - Debt Service
 - Fund Balance Report
 - Based on Customer availability of data, build up to five (5) of the following additional reports:
 - Population Report
 - Education Enrollment
 - City Demographics
 - Home Price
 - Tax Payer
 - Provide up to ten (10) one-hour working sessions to answer Customer questions on OBB Configuration.

Customer will:

- Provide logo and branding colors to OpenGov.
- Provide data for the Standard Reports in the required format.
- Update and maintain data for all Reports using non-integrated data.
- Create any additional OBB Reports, Report Views, and OBB Stories
- Add all content to Stories including:
 - Narrative
 - OpenGov Report Views
 - Images
 - Data not in OpenGov
- Attend working sessions to get answers on OBB questions.
- Complete User Acceptance Testing steps to validate the OBB.
- Make Stories public and Publish OBB.

Community Feedback Topic

OpenGov will:

- Configure one (1) standard budget topic in Community Feedback.
- Review configured OpenGov Topic and provide training to Customer on how to:
 - Create new topics
 - Manage topics

- Set Topics to Public and Closed.

Customer will:

- Provide logo and branding guidelines.
- Validate and provide signoff on the standard budget topic.
- Update the standard budget topic with Customer relevant information.

Completion Criteria

- Customer sign-off that Community Feedback has been configured.

Financial Integration

OpenGov will:

- Installation of Agent and Database View Deployment.
- Integrate the following functionalities:
 - General Ledger Actuals and Budget (Revenue and Expenses)
- Extract, transform (when required) and load the data.
- Build Validation Reports for Budget and Actuals.
- Validate the historical data and current year data based on the Customer provided summary report.
- Schedule the current year data load.
- Monitor the data load.

OpenGov assumptions:

- Integration is unidirectional from the Customer's Tyler Incode 10 into OpenGov.
- The data will be linked to the Customer's COA.

Customer will:

- Provide an IT resource to assist the project team in the initial set-up.
- Provide assistance to understand source system specific customizations and configurations when building the data extract.
- If OpenGov is unable to access the data per requirements, provide .csv data files via OpenGov SFTP Location.
- Any charges for the data from the ERP system will be the customer's responsibility.
- Broker OpenGov's access to Customer's source accounting data if hosted by any third vendor.
- Provide a summary export data to validate against.
- Validate and provide sign off on the integrated data and reports.
- Changes to the underlying data after project closure will be the responsibility of the customer to update.
- Maintenance of the integration file on an ongoing basis is the responsibility of the customer.

Completion Criteria

- Customer sign-off that the Integration has been configured.

Train

Budgeting & Planning Working Sessions

OpenGov will:

- Per the agreed upon Project Plan, schedule working sessions with Customer's system administrators to:
 - Review configurations;
 - Provide training on system functionality;
 - Gain feedback; and
 - Answer questions regarding configured system functionality.

Customer will:

- Per the agreed upon Project Plan, attend working sessions to:
 - Understand configurations;
 - Gain training on system functionality;
 - Give feedback; and
 - Ask questions regarding configured system functionality

Completion Criteria

- Budgeting & Planning Working Sessions have been conducted.

Reporting & Transparency Administrator Training

OpenGov will:

- Provide training to Customer system administrators on how to:
 - Maintain the Chart of Accounts
 - Upload and manage data for reporting
 - Create and share Reports, Dashboards, Stories, and Topics.

Customer will:

- Identify relevant participants and attend scheduled training sessions.

Completion Criteria

- Reporting & Transparency Administrator Training has been conducted.

Budget and Workforce Administrator Training

OpenGov will:

- Provide training to Customer system administrators on how to:
 - Create and manage Budgets
 - Prepare to set up Next Year's Budget
 - Create and manage Workforce Plans including Cost Elements and Position Upload Templates
 - Export Budget Data for use in OpenGov Reports.

Customer will:

- Identify relevant participants and attend scheduled training sessions.

Completion Criteria

- Budget & Workforce Training has been conducted.

Publication Training

OpenGov will:

- Provide one (1) 60- Minute System Training designed for OBB Administrators on how to:
 - Use and copy OBB Templates
 - Add Reports Views to Stories
 - Add Customer content including: narrative, images, and external data to Stories
 - Publish Stories
 - Update and maintain Stories

Customer will:

- Identify relevant participants and attend scheduled training sessions.

Completion Criteria

- Publication Training has been conducted.

Performance Management Administrator Training

OpenGov will:

- Provide two (2) one-hour trainings to Customer system administrators on how to:
 - Create Departments and Key Performance Indicators (KPIs)
 - Review the Performance data in NextGen Reporting.
- Provide up to three (3) one-hour consulting sessions to answer questions from the Customer as the Customer works in the system.

Customer will:

- Identify relevant participants and attend scheduled training sessions.
- Create Departments and KPIs
- Test KPIs and workflow.

Assumptions:

- No historical data will be imported

Completion Criteria

- Performance Management Training has been conducted.

End-User Training

OpenGov will:

- Provide two (2), 60-Minute training session(s) to Customer's Internal Users on how to:
 - Navigate Opengov Budgets and Reports
 - How to enter Budget data
 - How to run and use reports

Customer will:

- Identify relevant participants and attend scheduled training sessions.

Completion Criteria

- End User Training has been conducted.

Launch

HyperAdopt

OpenGov will:

- Provide up to eight (8) hours of working sessions to answer any questions following solution acceptance.

Customer will:

- Identify issues and attend sessions.

Completion Criteria

- Customer sign-off that the project has been completed.

Exhibit 2: Technical Requirements

Budgeting & Performance Technical Requirements

Chart of Accounts

- Flat file
- .csv, .xls, .xlsx with headers
- Active Accounts and Accounts with activity in the years of data being loaded into OpenGov.

Financial Data Files (Transactional Export)

- Flat file
- .csv, .xls, .xlsx with headers
- 3-5 Years of Data

Financial Data Files (Summary Revenue and Expense Export)

- PDF export

Current Budget

- Flat file
- .csv, .xls, .xlsx with headers
- Operating Budget

Personnel Calculations and Tables

- PDF, Word, csv, .xls, .xlsx with headers

Logo Image

- .jpg or .png format
- Transparent

Branding Guidelines

- Hex codes

OpenGov Master Services Agreement

The parties to this Master Services Agreement (this "Agreement") are OpenGov, Inc., a Delaware corporation ("OpenGov"), and the customer named in the signature block below ("Customer"). This Agreement, which becomes effective when fully executed (the "Effective Date"), sets forth the terms and conditions under which OpenGov will provide its products and services to Customer.

1. Definitions

- 1.1. "Customer Data" means the data that is provided by Customer to OpenGov pursuant to this Agreement (for example, by email or through Customer's software systems of record), including any data transmitted through the Software Services.
- 1.2. "Documentation" means any written, electronic, or online materials produced by OpenGov, and made available to Customer in connection with the Software Services, including user guides, training materials, FAQs, and technical support content, but excluding Product Documentation.
- 1.3. "Intellectual Property Rights" means all past, present, and future intellectual property rights including those associated with works of authorship, copyrights, moral rights, trademarks, trade names, trade secrets, patent rights, and any other proprietary rights in intellectual property of every kind and nature.
- 1.4. "Order Form" means the document(s) separately executed by the parties or attached as an exhibit, that specifies the Software Services and the Professional Services that OpenGov will provide to Customer. All such Order Form(s) are incorporated into this Agreement by reference.
- 1.5. "Product Documentation" means the technical specifications that describe the features, functionality, configuration, and intended operation of the Software Services located at <https://opengov.my.site.com/support/s/agreement-product-documentation>, which is incorporated into this Agreement by reference.
- 1.6. "Professional Services" means the implementation, configuration, training, consulting, or other professional services provided by OpenGov or its authorized partners, and identified in the applicable Statement of Work.
- 1.7. "Software Services" means the commercial-off-the-shelf software products and services provided by OpenGov and identified in the applicable Order Form.
- 1.8. "Statement of Work" or "SOW" means the document(s) separately executed by the parties or attached as an exhibit to this Agreement or any applicable Order Form, that specifies the Professional Services that OpenGov will provide to Customer. All such SOW(s) are incorporated into this Agreement by reference.

2. Software Services and Professional Services

- 2.1. Software Services.

- 2.1.1. Subject to the terms and conditions of this Agreement, OpenGov will use commercially reasonable efforts to provide the Software Services.
- 2.1.2. Support and Service Levels. Customer support is available by email to support@opengov.com or by using the chat messaging functionality of the Software Services. Customer may report issues any time; however, OpenGov will address issues during business hours. OpenGov will provide the applicable level of support in accordance with the Support and Software Service Levels located at <https://opengov.com/service-sla>, which is incorporated into this Agreement by reference.
- 2.2. Professional Services.
 - 2.2.1. Subject to the terms and conditions of this Agreement, OpenGov will use commercially reasonable efforts to provide the Professional Services, if applicable. Unless otherwise specified in the SOW, any pre-paid Professional Services must be utilized within one year from the Effective Date.
 - 2.2.2. Travel Expenses for Professional Services. Travel expenses, if any, will be set forth in the applicable Order Form or SOW. Any additional travel expenses shall be subject to Customer's prior written approval and will be reimbursable by Customer.

3. Restrictions and Responsibilities

- 3.1. Restrictions. Customer may not use the Software Services in any manner or for any purpose other than as expressly permitted by the Agreement. In addition, Customer shall not, and shall not knowingly or negligently, permit or enable any third party to: (a) use or access any of the Software Services to build a competitive product or service; (b) modify, disassemble, decompile, reverse engineer or otherwise make any derivative use of the Software Services (except to the extent applicable laws specifically prohibit such restriction); (c) sell, license, rent, lease, assign, distribute, display, host, disclose, outsource, copy or otherwise commercially exploit the Software Services; (d) perform or disclose any benchmarking or performance testing of the Software Services, including but not limited to load testing or stress testing; (e) remove any proprietary notices included with the Software Services; (f) use the Software Services in violation of applicable law; or (g) transfer any personal, sensitive, or personally identifiable information to OpenGov in a manner that violates Customer's obligations under the Data Processing Addendum.
- 3.2. Responsibilities. Customer shall be responsible for obtaining and maintaining computers, third-party software systems of record, and application programming interfaces needed to connect to, access, or otherwise use the Software Services. Customer shall also be responsible for: (a) ensuring that such equipment is compatible with the Software Services, (b) maintaining the security of such equipment, user accounts, passwords and files, in accordance with industry standards, and (c) all uses of Customer user accounts by any party other than OpenGov. OpenGov is not responsible for the operation, support, or security of any third-party software, systems, or services

not provided by OpenGov.

- 3.3. Data Processing Addendum. To the extent OpenGov processes any Customer Data that contains personal information, personally identifiable information, or sensitive personal information on behalf of Customer in the course of providing the Software Services and Professional Services under this Agreement, the parties agree to comply with the terms of the Data Processing Addendum, located at <https://opengov.com/data-processing-addendum>, which is incorporated into this Agreement by reference.

4. Intellectual Property Rights; License Grants; Access to Customer Data

- 4.1. OpenGov's Intellectual Property Rights. OpenGov exclusively owns and retains all right, title, and interest to the Software Services, Professional Services, Documentation, and Product Documentation, including all Intellectual Property Rights therein. This includes, without limitation, all underlying technology, software, user interfaces, visual design elements (such as the "look and feel"), custom fonts, graphics, workflows, button icons, and any derivative works (e.g., enhancements, modifications, or corrections), including but not limited to those that are created in connection with or through the use of the Software Services, Professional Services, Documentation, or Product Documentation. Customer may not reproduce, modify, distribute, or create derivative works based on any part of the Software Services, in whole or in part, without OpenGov's prior written consent.
- 4.2. License Grant to Customer. OpenGov grants Customer a non-exclusive, non-transferable, non-sublicensable, royalty-free license to use the Software Services, Documentation, and Product Documentation during the Term for its internal use and the purpose as described in this Agreement. No additional rights or licenses shall be deemed granted.
- 4.3. Customer's Intellectual Property Rights. Customer retains all right, title, and interest, including all Intellectual Property Rights, in and to Customer Data. Customer grants OpenGov and its authorized partners (such as cloud hosting providers) a non-exclusive, royalty-free license to access, use, store, edit, reformat and otherwise process Customer Data for the purpose of providing, maintaining, developing, and improving OpenGov's products and services.
- 4.4. Aggregated and Anonymized Data. Customer agrees that OpenGov and its authorized partners may use aggregated and anonymized data derived from Customer Data to provide, maintain, develop, and improve OpenGov's products and services, to provide general customer service support and improvements, and to perform data and usage analytics. Any insights, developments, or improvements arising from such aggregated, anonymized data shall be owned by OpenGov.
- 4.5. Access to Customer Data. Customer may download Customer Data from the Software Services at any time during the Term, excluding during routine software maintenance periods. For a period of 30 days after expiration of the Term, Customer may request that

OpenGov complete a one-time transfer of Customer Data in a format customarily used in the industry at OpenGov's then-current hourly rate.

- 4.6. Deletion of Customer Data. Unless otherwise requested pursuant to this Section 4.6, upon the termination of this Agreement, Customer Data shall be deleted pursuant to OpenGov's standard data deletion and retention practices, which is to delete Customer Data 45 days after termination or expiration of the Agreement. Upon written request, Customer may request deletion of Customer Data prior to the date of termination of this Agreement, in accordance with the notice requirements set forth in Section 10.2.
- 4.7. Feedback. "Feedback" means any suggestions, comments, ideas, recommendations, usage, or other input provided by Customer to OpenGov regarding the services. Customer grants OpenGov a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license to use such Feedback in the Software Services, Professional Services, Documentation and Product Documentation. OpenGov will exclusively own all right, title, and interest, including all Intellectual Property Rights, in and to any improvements, modifications, or derivative works to the Software Services, Professional Services, Documentation or Product Documentation that are based on or derived from such Feedback.

5. Confidentiality

- 5.1. "Confidential Information" means all confidential business, technical, and financial information of the disclosing party that is marked as "Confidential" or an equivalent designation or that should reasonably be understood to be confidential given the nature of the information and/or the circumstances surrounding the disclosure. OpenGov's Confidential Information includes, without limitation, the software underlying the Software Services, Documentation, and Product Documentation.
- 5.2. Confidential Information does not include information that: (a) was publicly known or becomes publicly known through no breach of this Agreement by the receiving party; (b) is required to be disclosed upon request under any applicable federal, state, or local public records laws; (c) Customer expressly directs OpenGov make publicly available; (d) was lawfully known to the receiving party without restriction on disclosure before receipt from the disclosing party; (e) is disclosed to the receiving party by a third party who has the right to make such disclosure without restriction; or (f) is independently developed by the receiving party without access to the disclosing party's Confidential Information.
- 5.3. Each party agrees to use the other's Confidential Information only in connection with this Agreement. Each party further agrees to protect the other party's Confidential Information using the measures that it employs with respect to its own Confidential Information of a similar nature, but in no event with less than reasonable care. If a party is required to disclose Confidential Information by law, subpoena, or court order, it must, to the extent legally permitted, promptly notify the other party in writing prior to the disclosure to give the other party an opportunity to oppose or limit the disclosure.

6. Term and Termination

- 6.1. Agreement Term. This Agreement begins on the Effective Date and will remain in effect until the termination or expiration of all active Order Forms entered into under this Agreement ("Term"), unless earlier terminated pursuant to this Section 6.
- 6.2. Renewal. Each Order Form shall automatically renew for additional terms equal in duration to its initial term (each, a "Renewal Term"), unless either party provides written notice of non-renewal at least 30 days prior to the expiration of the then-current term.
- 6.3. Termination for Cause. If either party materially breaches this Agreement and fails to cure such breach within 30 days after receiving written notice by the non-breaching party, the non-breaching party may terminate this Agreement.
- 6.4. Termination for Non-Appropriation. If required by applicable law, Customer may terminate this Agreement if it does not appropriate funds for a future fiscal year. In order to terminate for non-appropriation, Customer must provide at least 30 days' prior written notice, provided it is after the first full year of the Agreement. Obligations to pay fees are non-cancelable, and payments are non-refundable. This section may not be used as a substitute for termination for convenience.
- 6.5. Effect of Termination. Upon termination of this Agreement pursuant to Section 6: (a) Customer shall pay in full for all of the Software Services and Professional Services for the then-current annual term; (b) OpenGov shall stop providing the Software Services and the Professional Services to Customer; and (c) with the exception of Customer Data, the return and deletion of which are addressed in Section 4, each party shall, upon request of the other party, return or delete any of the other party's Confidential Information.

7. Payment of Fees

- 7.1. Fees; Invoicing; Payment; Expenses.
 - 7.1.1. Fees. Fees for the Software Services and Professional Services are set forth in the applicable Order Form, and OpenGov will invoice Customer accordingly. Customer agrees to pay invoices within 30 days of receipt. Invoices are deemed received when OpenGov emails them to Customer's designated billing contact. Obligations to pay fees are non-cancelable, and payments are non-refundable, except as expressly provided in Sections 8.1.2 and 8.1.3.
 - 7.1.2. Annual Software Price Adjustment. OpenGov shall increase the fees for the Software Services during any Renewal Term by 5% each year or as otherwise agreed upon in the applicable renewal Order Form.
 - 7.1.3. Travel Expenses. OpenGov will invoice Customer for travel expenses provided in the SOW or Order Form as they are incurred. Customer shall pay all such valid invoices within 30 days of receipt of invoice. Receipts shall be provided for the travel expenses listed on the invoice.

- 7.2. Consequences of Non-Payment. If Customer fails to make any payments required under any Order Form or SOW, then in addition to any other rights OpenGov may have under this Agreement or applicable law: (a) Customer will owe a late interest penalty of the maximum rate permitted by law; and (b) if Customer's account remains delinquent (with respect to payment of an undisputed invoice) for 10 days after receipt of a delinquency notice from OpenGov, which may be provided via email to Customer's designated billing contact, OpenGov may temporarily suspend Customer's access to the Software Service for up to 90 days to pursue good faith negotiations before pursuing termination in accordance with Section 6.3. Customer will continue to incur and owe all applicable fees irrespective of any such service suspension based on such Customer's delinquency.
- 7.3. Taxes. Each party is responsible for the tax effects this Agreement imposes upon it. If Customer is tax-exempt, it will provide OpenGov its tax exemption certificate.

8. Representations and Warranties; Disclaimer

- 8.1. By OpenGov.
- 8.1.1. General Warranty. OpenGov represents and warrants that it has all right and authority necessary to enter into and perform this Agreement.
- 8.1.2. Professional Services Warranty. OpenGov further represents and warrants that the Professional Services, if any, will be performed in a professional and workmanlike manner in accordance with the related SOW and generally prevailing industry standards. For any breach of the Professional Services warranty, OpenGov will re-perform the applicable services. If OpenGov is unable to re-perform such work as warranted, Customer will be entitled to recover all fees paid to OpenGov for the deficient work. Customer must give written notice of any claim under this warranty to OpenGov within 90 days of the completion of the Professional Services pursuant to the applicable SOW to receive such warranty remedies.
- 8.1.3. Software Services Warranty. OpenGov further represents and warrants that for the Term, the Software Services will perform in all material respects in accordance with the then-current Product Documentation. The foregoing warranty does not apply to (a) any Software Services that have been used in a manner other than as set forth in this Agreement, or (b) any pre-release features, functionality, or beta software services that Customer elects to use in the beta phase of development. For any breach of the Software Services warranty, OpenGov will repair or replace any nonconforming Software Services so that the affected portion of the Software Services operates as warranted. If OpenGov is unable to do so, Customer may terminate the Agreement and will be entitled to a refund of the pre-paid, unused portion of the fees from the date of the discovery of the defect. Customer must give written notice of any claim under this warranty to OpenGov within 90 days of Customer discovering the defect to receive such warranty remedies.
- 8.2. By Customer. Customer represents and warrants that (a) it has all right and authority necessary to enter into and perform this Agreement and (b) OpenGov's use of Customer

Data pursuant to this Agreement will not infringe, violate or misappropriate Intellectual Property Rights of any third party.

- 8.3. Disclaimer. OPENGOV DOES NOT WARRANT THAT THE SOFTWARE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE SERVICES. EXCEPT AS SET FORTH IN THIS SECTION 8, THE SOFTWARE SERVICES ARE PROVIDED "AS IS" AND OPENGOV DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

9. Limitation of Liability

- 9.1. By Type. NEITHER PARTY, NOR ITS SUPPLIERS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS OR EMPLOYEES, SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES; OR (C) FOR ANY MATTER BEYOND A PARTY'S REASONABLE CONTROL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.
- 9.2. By Amount. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE, CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER TO OPENGOV FOR THE SOFTWARE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY.
- 9.3. Limitation of Liability Exclusions. The limitations of liability set forth in Sections 9.1 and 9.2 above do not apply to, and each party accepts liability to the other for: (a) claims arising out of fraud or willful misconduct by either party; (b) either party's infringement of the other party's Intellectual Property Rights; (c) breach of obligations under Section 3.1; and (d) payment obligations under this Agreement.
- 9.4. No Limitation of Liability by Law. Because some jurisdictions do not allow liability or damages to be limited to the extent set forth above, some of the above limitations may not apply.

10. Miscellaneous

- 10.1. Logo Use. OpenGov shall have the right to use and display Customer's logos and trade names for marketing and promotional purposes in OpenGov's website and marketing materials, subject to Customer's trademark usage guidelines provided to OpenGov.
- 10.2. Notice. Ordinary day-to-day operational communications may be conducted by email, live chat or telephone. For notices required by the Agreement the parties must communicate more formally in a writing sent via USPS certified mail and via email. OpenGov's addresses for notice are: legal@opengov.com with a mailed copy to OpenGov,

Inc., 660 3rd Street, Suite 100, San Francisco, CA 94107.

- 10.3. Anti-corruption. Neither OpenGov nor any of its employees or agents has offered or provided any illegal or improper payment, gift, or transfer of value in connection with this Agreement. The parties will promptly notify each other if they become aware of any violation of any applicable anti-corruption laws in connection with this Agreement.
- 10.4. Injunctive Relief. The parties acknowledge that any breach of the confidentiality provisions or the unauthorized use of a party's intellectual property may result in serious and irreparable injury to the aggrieved party for which damages may not adequately compensate the aggrieved party. The parties agree, therefore, that, in addition to any other remedy that the aggrieved party may have, it shall be entitled to seek equitable injunctive relief without being required to post a bond or other surety or to prove either actual damages or that damages would be an inadequate remedy.
- 10.5. Force Majeure. Neither party will be liable for any delay or failure to perform its obligations under this Agreement, due to any events beyond its reasonable control, including but not limited to acts of god, acts of governmental authority, war, riot, labor disputes, failures of performance by any third-party services, utilities, or equipment failures, or any other events beyond the party's reasonable control. Notwithstanding the foregoing, Customer shall remain obligated to perform its obligations under Section 7.1.1.
- 10.6. Severability; Waiver. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement.
- 10.7. Survival. The following sections of this Agreement shall survive termination or expiration: Section 5 (Confidentiality), Section 7 (Payment of Fees), Section 4.6 (Deletion of Customer Data), Section 8.3 (Warranty Disclaimer), Section 9 (Limitation of Liability), and Section 10 (Miscellaneous).
- 10.8. Assignment. There are no third-party beneficiaries to this Agreement. Neither party may assign, or otherwise transfer this Agreement without the other party's written consent, which consent may not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, either party may assign, without such consent but upon written notice, its rights and obligations under this Agreement to its corporate affiliate or to any entity that acquires all or substantially all of its capital stock or its assets related to this Agreement, through purchase, merger, consolidation, or otherwise. Any other attempted assignment shall be void. This Agreement will benefit and bind permitted assigns and successors.
- 10.9. Independent Contractors. This Agreement does not create an agency, partnership, joint venture, or employment relationship, and neither party has any authority to bind the other.
- 10.10. Governing Law and Jurisdiction. This Agreement will be governed by the laws of

Customer's jurisdiction, without regard to conflict of laws principles. The parties submit to personal jurisdiction and venue in the courts of Customer's jurisdiction.

- 10.11. Complete Agreement. OpenGov has made no other promises or representations to Customer other than those contained in this Agreement. Any additional or different terms in a purchase order or click-through agreement are expressly rejected by the parties and are void. Any modification to this Agreement must be in writing and signed by an authorized representative of each party. No third parties are authorized to modify this Agreement. If there is a conflict between this Agreement and any other attached or incorporated document, the terms of this Agreement will control unless expressly stated otherwise.

Customer:	_____	OpenGov, Inc.	
Signature	_____	Signature	_____
Name	_____	Name	_____
Title	_____	Title	_____
Date	_____	Date	_____



Agenda Item Summary

MEETING GROUP: Town Council
STAFF RESOURCE: Karina Larsen, Town Treasurer
DEPARTMENT: Finance
TYPE: Town Council Ordinance Amendment
SUBJECT: Amendment to Section 21-9 – Powers and Duties of Ordinance 24-17 Finance Committee

BACKGROUND:

Section 21-9 of Ordinance 24-17 currently outlines the duties of the Finance Committee. As part of ongoing efforts to strengthen financial oversight, improve transparency, and align committee responsibilities with best practices in municipal finance, it is proposed that this section be amended to update and clarify the Committee's duties.

The revised duties will formalize the Committee's role in providing analytical review, advisory opinions, and ongoing monitoring of the Town's financial condition. The updated language emphasizes forward-looking financial analysis, including revenue projections, fiscal sustainability, and regular review of financial performance.

The proposed replacement duties are as follows:

- Provide analysis and opinion on revenue projections and forecasts for the proposed fiscal year budget
- Assess the financial condition of the Town during the annual budget process
- Provide an opinion on the fiscal sustainability of the annual budget
- Provide analysis of financial matters as requested by the Town Manager
- Review of monthly financial reports, including budget versus actual performance

FISCAL IMPACT:

There is no direct fiscal impact associated with this amendment. The changes are administrative in nature and are intended to enhance financial oversight and decision-making without requiring additional funding or resources.

STRATEGIC PLAN ALIGNMENT:



This amendment supports the Town's strategic priorities related to:

- **Good Governance:** Strengthening oversight and promoting long-term financial planning
- **Accountability:** Enhancing review and reporting practices to support informed decision-making
- **Operational Excellence:** Clearly defining roles to improve governance and operational effectiveness

SUSTAINABILITY CONSIDERATIONS:

The revised duties place a stronger emphasis on evaluating fiscal sustainability, including long-term revenue projections and budget impacts. This supports more resilient financial planning and helps ensure that Town operations and services remain sustainable over time.

ADA CONSIDERATIONS:

This action is administrative in nature and does not impact ADA accessibility or compliance.

RECOMMENDED ACTION:

Adopt Ordinance 26-12, updating Section 21-9, "Powers and Duties," of Chapter 21 – Finance Committee to reflect the Finance Committee's revised responsibilities.

ATTACHMENTS:

Ord 24-17 Finance Committee

1 **COUNCIL OF THE TOWN OF LA PLATA**
2 **Ordinance No. 24-17**
3

4
5 **Introduced By:** Mayor Jeannine E. James, by request
6

7 **Date Introduced:** October 08, 2024
8

9 **Date Adopted:** October 29, 2024
10

11 **Date Effective:** November 14, 2024
12

13
14 **AN ORDINANCE** concerning
15

16 **Finance Committee**
17
18

19 **FOR** the purpose of establishing a Finance Committee for the Town of La Plata; to specify
20 the composition and terms of the office of members of the Committee; to specify the
21 duties of the Committee; and all matters generally related thereto.
22

23 **BY** adding
24 Chapter 21 FINANCE COMMITTEE
25 Sections 21-1 through 21-9
26 Code of the Town of La Plata
27 (1998 Edition and Supplements)
28
29

30 **SECTION 1: BE IT ENACTED BY THE COUNCIL OF THE TOWN OF LA PLATA**, that new
31 Chapter 21, consisting of Sections 21-1 through 21-9, inclusive, be and is hereby added to the
32 Code of the Town of La Plata, (1998 Edition and Supplements), to follow immediately after
33 Chapter 20 thereof and to read as follows:
34

35 **Chapter 21 – FINANCE COMMITTEE**
36

37 **21-1. ESTABLISHMENT.**
38

39 THERE IS A COMMITTEE TO BE KNOWN AS THE “FINANCE COMMITTEE OF LA PLATA,” WHICH
40 ALSO IS KNOWN AS THE “FINANCE COMMITTEE.”
41

21-2. COMPOSITION, APPOINTMENT AND TERMS.

A. THE FINANCE COMMITTEE CONSISTS OF FIVE (5) MEMBERS, AND ONE (1) ALTERNATE MEMBER WHO MAY SIT ON THE COMMITTEE WHEN ANY OTHER MEMBER OF THE COMMITTEE IS ABSENT.

1. AT LEAST ~~ONE (1) MEMBER~~ TWO (2) MEMBERS SHALL HAVE PROFESSIONAL EXPERIENCE OR EDUCATION IN BUDGETING, FINANCIAL PLANNING, FINANCIAL ANALYSIS, OR RELATED FIELDS AND SHALL BE RESIDENT WITHIN THE CORPORATE LIMITS OF THE TOWN OF LA PLATA.

2. AT LEAST ONE (1) MEMBER SHALL BE A RESIDENT WITHIN THE CORPORATE LIMITS OF THE TOWN OF LA PLATA WHO IS NOT AN OWNER OF A BUSINESS THAT IS LOCATED WITHIN THE TOWN.

3. ONE (1) MEMBER SHALL BE AN OWNER OR MANAGER OF A SMALL BUSINESS THAT IS LOCATED WITHIN THE CORPORATE LIMITS OF THE TOWN OF LA PLATA AND THAT:

- a. IS INDEPENDENTLY OWNED OR OPERATED;
- b. IS NOT DOMINANT IN ITS FIELD ON A NATIONAL LEVEL; AND
- c. EMPLOYS 50 OR FEWER FULL-TIME EMPLOYEES.

4. NOTWITHSTANDING THE MEMBER DEFINED IN §21-2(A)(3), ALL MEMBERS OF THE FINANCE COMMITTEE MUST BE RESIDENT WITHIN THE CORPORATE LIMITS OF THE TOWN OF THE LA PLATA.

B. MEMBERS OF THE FINANCE COMMITTEE SHALL BE APPOINTED BY THE MAYOR, WITH THE APPROVAL OF THE TOWN COUNCIL. THE TERM OF EACH MEMBER SO APPOINTED SHALL BE FOR FOUR (4) YEARS OR UNTIL HIS SUCCESSOR QUALIFIES AND TAKES OFFICE; EXCEPT, HOWEVER, THAT THE TERMS OF THE MEMBERS FIRST APPOINTED SHALL BE AS FOLLOWS:

- 1. TWO (2) VOTING MEMBERS SHALL BE APPOINTED FOR ONE (1) YEAR;
- 2. THREE (3) VOTING MEMBERS SHALL BE APPOINTED FOR THREE (3) YEARS.

C. THERE SHALL BE NO LIMIT AS TO THE NUMBER OF CONSECUTIVE TERMS A MEMBER OF THE BOARD MAY SERVE.

21-3 REMOVAL.

ANY MEMBER OF THE FINANCE COMMITTEE MAY BE REMOVED FOR GOOD CAUSE BY THE TOWN COUNCIL. AMONG OTHER CAUSES, UNEXCUSED ABSENCE FROM THREE (3) CONSECUTIVE MEETINGS OF THE FINANCE COMMITTEE BY ANY MEMBER IS GOOD CAUSE FOR REMOVAL FROM THE BOARD.

21-4 VACANCIES.

A. A VACANCY IN THE MEMBERSHIP OF THE FINANCE COMMITTEE SHALL BE CREATED BY ANY OF THE FOLLOWING CIRCUMSTANCES:

1. THE DEATH OF A MEMBER;
2. THE INABILITY OF A MEMBER TO PERFORM THE MEMBER'S DUTIES ON THE BOARD BECAUSE OF PHYSICAL OR MENTAL DISABILITY OR INCAPACITY;
3. A MEMBER'S RESIGNATION;
4. UNEXCUSED ABSENCE FROM THREE (3) CONSECUTIVE MEETINGS, WHICH SHALL CONSTITUTE RESIGNATION BY THE MEMBER;
5. THE CESSATION OF RESIDENCY IN THE TOWN OF LA PLATA BY A MEMBER WHO QUALIFIED FOR APPOINTMENT TO THE BOARD AS A RESULT OF SUCH RESIDENCY;
6. WHERE THE MEMBER QUALIFIED FOR APPOINTMENT TO THE COMMITTEE BY OWNING OR MANAGING A BUSINESS WITH ITS HEADQUARTERS, EXECUTIVE OFFICES OR PRINCIPAL BUSINESS LOCATION IN THE TOWN OF LA PLATA, THE CESSATION OF THE MEMBER'S OWNERSHIP OR MANAGEMENT OF THE BUSINESS OR THE BUSINESS CEASING TO HAVE A LOCATION WITHIN THE CORPORATE LIMITS OF THE TOWN OF LA PLATA;
7. A MEMBER'S REMOVAL FROM THE COMMITTEE BY THE TOWN COUNCIL PURSUANT TO THIS CHAPTER;
8. ANY OTHER ACT OR OCCURRENCE CREATING A VACANCY.

B. A VACANCY SHALL BE FILLED BY THE MAYOR, WITH THE APPROVAL OF THE TOWN COUNCIL. IN THE CASE OF A VACANCY FOR AN UNEXPIRED TERM, THE APPOINTMENT OF THE SUCCESSOR MEMBER SHALL BE ONLY FOR THE UNEXPIRED TERM FOR WHICH

HIS PREDECESSOR WAS APPOINTED.

21-5 CHAIRMAN.

A. THE MAYOR, WITH THE APPROVAL OF THE TOWN COUNCIL, SHALL APPOINT ONE OF THE MEMBERS OF THE BOARD TO SERVE AS CHAIRMAN AND ANOTHER TO SERVE AS VICE CHAIRMAN FOR A TWO-YEAR TERM TO BEGIN JULY 1.

B. A VACANCY SHALL BE FILLED BY THE MAYOR, WITH THE APPROVAL OF THE TOWN COUNCIL. IN THE CASE OF A VACANCY FOR AN UNEXPIRED TERM, THE APPOINTMENT OF THE SUCCESSOR MEMBER SHALL BE ONLY FOR THE UNEXPIRED TERM FOR WHICH HIS PREDECESSOR WAS APPOINTED.

21-6 COMPENSATION AND EXPENSES.

THE MEMBERS OF THE FINANCE COMMITTEE SHALL NOT RECEIVE ANY COMPENSATION FOR THEIR SERVICES ON THE BOARD; HOWEVER, SUBJECT TO APPROPRIATION OF FUNDS IN THE BUDGET FOR SUCH PURPOSE, THE BOARD MAY BE REIMBURSED FOR ACTUAL EXPENSES, IF ANY, NECESSARILY INCURRED IN THE PERFORMANCE OF THEIR DUTIES.

21-7 RULES; QUORUM; MEETINGS.

A. THE FINANCE COMMITTEE MAY ADOPT SUCH RULES AND REGULATIONS AS IT MAY DEEM NECESSARY FOR THE PROPER TRANSACTION OF ITS BUSINESS. THESE RULES AND REGULATIONS MAY NOT BE INCONSISTENT WITH THIS CHAPTER OR THE TOWN CHARTER.

B. THREE (3) MEMBERS OF THE FINANCE COMMITTEE SHALL CONSTITUTE A QUORUM. EVEN THOUGH ONE OR MORE VACANCIES EXIST, THE BOARD MAY TRANSACT ITS BUSINESS AS LONG AS A QUORUM IS PRESENT.

C. THE COMMITTEE SHALL MEET MONTHLY UNLESS OTHERWISE DETERMINED BY THE MEMBERS OF THE COMMITTEE OR THE CHAIRMAN.

D. ALL SESSIONS AND MEETINGS OF THE COMMITTEE SHALL BE OPEN TO THE PUBLIC, EXCEPT FOR SUCH MEETINGS AND SESSIONS AS MAY BE CLOSED BY LAW.

21-8 DUTIES OF TOWN OFFICIALS IN CONNECTION WITH THE BOARD.

THE CHIEF EXECUTIVE OFFICER OR HIS AUTHORIZED REPRESENTATIVE SHALL SERVE

AS EXECUTIVE SECRETARY TO THE FINANCE COMMITTEE, AND THE TOWN ATTORNEY SHALL
SERVE AS ATTORNEY FOR THE BOARD.

21-9 POWERS AND DUTIES.

THE FINANCE COMMITTEE IS CREATED FOR THE PURPOSE OF MAINTAINING CONTINUOUS
SURVEILLANCE OVER THE TOWN'S FINANCES AND SHALL HAVE THE FOLLOWING DUTIES:

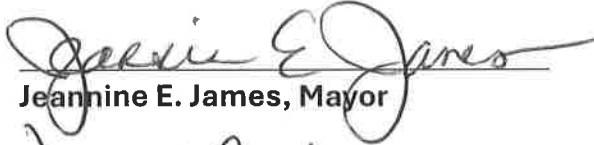
- A. TO MONITOR ACTUAL EXPENDITURES COMPARED TO THE ADOPTED BUDGET.
- B. TO SUBMIT RECOMMENDATIONS WITH REGARD TO THE BUDGET AND CAPITAL
IMPROVEMENT PLAN (CIP) TO THE TOWN COUNCIL IN APRIL OF EACH YEAR FOR THE
BUDGET AND IN NOVEMBER FOR THE CIP.
- C. TO REVIEW ALL PROPOSED AMENDMENTS TO ARTICLE VIII (FINANCE) OF THE TOWN
CHARTER.

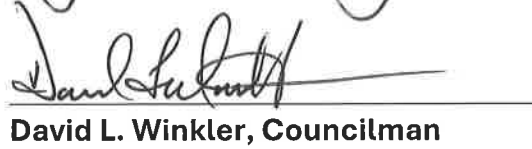
SECTION 2: AND BE IT FURTHER ENACTED that this Ordinance shall become effective at the expiration of fifteen (15) calendar days after its approval by the Council.

SEAL:



COUNCIL OF THE TOWN OF LA PLATA


Jeannine E. James, Mayor


David L. Winkler, Councilman


Matthew D. Trollinger, Councilman


Evalyne Bryant-Ward, Councilwoman


David M. Jenkins, Councilman

Attest:


Kelly G. Phipps
Interim Town Clerk

Date October 29, 2024

EXPLANATION:

CAPITALS INDICATE MATTER ADDED TO EXISTING LAW
((Double Parentheses)) indicate matter deleted from existing law.

Underlining indicates amendments to bill.

~~Strike-Out~~ indicates matter stricken from bill by amendment or deleted from the law by amendment.



Agenda Item Summary

MEETING GROUP: Town Council
STAFF RESOURCE: Chuck Stevens, Town Manager
Kelly Phipps, Director of Legislative Services
DEPARTMENT: Legislative
TYPE: Town Council Ordinance
SUBJECT: Authority to Correct Scrivener's Error

BACKGROUND:

A scrivener's error (or clerical error) is an unintentional, minor mistake made during the drafting or recording of a legal document, such as a typo, incorrect date, or transposed number.

Currently, when such errors occur in documents adopted by the Town Council or appear in the Town Code, the Town Council must follow the same procedures required to adopt the original document; for example, an error in an ordinance would require the Town Council to re-adopt the original ordinance to reflect the revision. In the case of an amendment to the Zoning Code, a scrivener's error would precipitate a public hearing in addition to the two readings, incurring delays and additional expense through notifications published in periodicals of general circulation, as required by Town Code.

The proposed ordinance is modeled on similar ordinances adopted throughout the nation.

FISCAL IMPACT:

There is no direct fiscal impact associated with this amendment. The changes are administrative in nature and are intended to enhance administrative efficiency and decision-making without requiring additional funding or resources. This amendment would mitigate potential unplanned expenditures caused by required notifications.

STRATEGIC PLAN ALIGNMENT:

This amendment supports the Town's strategic priorities related to:

- **Good Governance:** We will serve as responsible stewards of community trust in making decisions to maximize public service value to our residents.



- **Operational Excellence:** Weigh options of industry practices and trends for best use of resources

SUSTAINABILITY CONSIDERATIONS:

Efficient public service delivery strengthens sustainable public administration by ensuring that government resources are used wisely, transparently, and in ways that meet citizens' needs over the long term. When services are delivered promptly and reliably, public trust increases, which encourages civic participation and supports stable institutions. Efficiency also reduces waste and operational costs, allowing governments to reinvest savings into infrastructure, innovation, and environmental or social initiatives that enhance long-term resilience. Overall, streamlined service delivery creates a cycle of accountability, resource optimization, and improved public satisfaction that forms the foundation of a sustainable administrative system.

ADA CONSIDERATIONS:

This action is administrative in nature and does not impact ADA accessibility or compliance.

RECOMMENDED ACTION:

Adopt Ordinance 26-13, creating Section 1-16, "Authority to Correct Scrivener's Errors," of Article II – Miscellaneous Provisions, Chapter 1 – General Provisions, authorizing the Town Attorney and Town Clerk to correct scrivener's errors.

ATTACHMENTS:

Ord 26-13, Authority to Correct Scrivener's Errors



Agenda Item Summary

MEETING GROUP: Town Council
STAFF RESOURCE: Kristen DeMarr
DEPARTMENT: Public Works
TYPE: Town Council Resolution for Services
SUBJECT: Wills Memorial Park Playground Project – Concrete Walkway Upgrade

BACKGROUND:

The existing walkway connecting the parking area and playground site at Wills Memorial Park showed signs of deterioration last season and had already been identified for future replacement as part of the FY27 budget plan, along with the basketball and tennis court upgrades. Unfortunately, demolition activities associated with the new playground project caused substantial additional damage to the path, leaving it visually unappealing and potentially hazardous for park users. Given the walkway's current condition and the Town's goal of providing a safe, attractive, and ADA-compliant entrance to the new playground, staff recommends accelerating this component of the Wills Memorial Park Capital Improvement Plan project and incorporating the walkway into the current construction effort before the park reopens to the public.

FISCAL IMPACT:

In accordance with the Town's procurement policies, staff obtained and reviewed three estimates for the installation of the concrete walkway associated with the playground replacement project. Austin Dirtworks submitted the lowest responsive proposal at an additional cost of \$21,834 and included all necessary work to meet ADA accessibility requirements, including minimum slope and cross-slope standards.

The original approved contract for the playground replacement project was \$834,889.38. A subsequent contract modification removed demolition costs and added a fence upgrade, reducing the contract amount to \$823,149.38. After accounting for the proposed walkway installation and prior contract modifications, the overall net increase to the playground replacement project is \$10,094.

If approved, the total budget amendment associated with the playground replacement project could increase to \$444,983.38.



Item Number: 2026-0707

Date of Meeting: May 26, 2026

Playground Replacement Project

FY2026 Capital Budget	\$400,000
Approved Contract	\$834,889
Contract Net Adjustments	\$11,740
Additional Walkway Cost	\$21,834
Total Project Cost	\$844,983
Projected Total Project Budget Amendment	\$444,983

STRATEGIC PLAN ALIGNMENT:

Installing a new concrete walkway at the Wills Memorial Park playground site supports the Town's Strategic Plan Goal #2 – Operational Excellence by improving the overall appearance, accessibility, and functionality of one of the community's key public recreation spaces.

Incorporating the walkway improvements into the broader playground renovation project demonstrates continued investment in community amenities that foster civic pride, encourage outdoor recreation, and enhance the overall character and identity of the Town, supporting Goal #4 – Community Identity.

The improved walkway also aligns with Goal #5 – Public Service Readiness by providing a safe, ADA-compliant, and visually appealing connection between the parking area and playground. It reinforces the Town's commitment to maintaining high-quality public facilities that are welcoming and accessible to residents and visitors of all ages and abilities.

SUSTAINABILITY CONSIDERATIONS:

A newly constructed playground walkway supports the Town's sustainability goals in the following ways:



Social – The project improves inclusivity by providing a safe, ADA-compliant route connecting the parking area to the playground, ensuring all visitors can comfortably access the facility. It enhances public safety and encourages greater use of the park and playground amenities.

Economic – Completing the walkway improvements concurrently with the playground project represents a cost-effective approach by leveraging the existing construction mobilization and reducing the likelihood of more extensive and costly repairs in the future. Additionally, the use of Town staff for portions of the demolition and removal work helped reduce overall project costs and maximize the efficient use of public funds.

Environmental – Replacing the deteriorated walkway with a properly constructed concrete path will provide a durable, long-lasting improvement that reduces ongoing maintenance needs and minimizes future material waste associated with repeated patching or repairs.

ADA CONSIDERATIONS:

The new walkway is designed to meet or exceed current ADA accessibility requirements and applicable safety standards. This improvement promotes equitable access, inclusive recreation, and aligns with the Town's commitment to providing accessible and welcoming public facilities for all residents.

RECOMMENDED ACTIONS:

- 1) Adopt Resolution 26-32, authorizing the Town Manager to enter into a contract agreement with Austin Dirtworks in the amount of \$21,834.00 for the construction of the new walkway component of the Wills Memorial Park Playground project; and
- 2) Authorize a CIP Budget adjustment in the amount of \$10,094.00 necessary to construct the new walkway component of the Wills Park Playground project.

ATTACHMENT:

- Austin Dirtworks estimate



May 18, 2026

Attention: Kristen DeMarr

Project: Town of LaPlata

Reference: Wills Park Sidewalk Repair

Engineered Drawing Info.: **No plans, site visit**

Plans Prepared By: **No plans, site visit**

Unit rates below include labor, equipment and materials to complete the following lines items on the above referenced project.

Proposal Inclusions:

1. Equipment Mobilization-	\$	550.00
2. Saw Cut & Demolition-	\$	1,858.00
3. Topsoil, Excavation & Grading-	\$	6,515.00
4. Import and place 6" of RC-6-	\$	2,911.00
5. Fine Grading-	\$	580.00
6. Layout for Sidewalk & Grading-	\$	750.00
6. 4" Sidewalk and Detectable Warning Surfaces-		
	\$	7,720.00
7. Seed & Straw-	\$	950.00

Total Lump Sum Price: \$21,834.00

**9285 W and W Industrial Road
La Plata, MD 20646**

Exclusions:

1. SOD of any kind
2. Compaction testing or soil engineering
3. Permit or inspection fees
4. Sediment and erosion control
5. Concrete testing or break test
6. Import and place of CR-6 or GAB as aggregate base, price is based on using RC-6
7. Concrete pumping
8. Sidewalk greater than 4" in thickness
9. Concrete greater than 3500 psi
10. Landscaping of any kind

Billing and Accounts Info

Accounts overdue beyond 30 days of billing will be charged at an interest rate of 18% per annum. Customer is also liable for an additional 18% of unpaid balance plus incidental collections costs, including attorney fees. If either party commences legal action to enforce its rights pursuant to this agreement, the prevailing party in said legal action shall be entitled to recover its reasonable attorney's fees and costs of litigation relating to said legal action, as determined by a court of competent jurisdiction.

If there are any questions about this proposal, please give us a call any time at 301-265-5458. We appreciate the chance to bid this project for you. Hope you keep us in mind for any other project you may need site work on.

Bid / Pricing valid for 30 days

Thank You,

Bryce Austin

Owner

Authorized Signature: _____ Date of Acceptance: _____

Printed Name: _____

**9285 W and W Industrial Drive
La Plata, MD 20646**



Item Number: 2026-0711

Date of Meeting: May 26, 2026

Agenda Item Summary

MEETING GROUP: Town Council
COUNCIL MEMBER Tyjon C Johnson, Ward IV
TYPE: Matter of Discussion: Resolution Request
SUBJECT: Council Policy Regarding Appointments to Boards, Commissions and Committees.

BACKGROUND:

The Town of La Plata maintains ten Boards, Commissions, and Committees composed of volunteer residents who provide essential expertise, guidance, and service to support Town operations. Given the importance of these entities, establishing a consistent and transparent process for reviewing and appointing applicants is necessary to ensure fairness, clarity, and alignment with Town expectations.

This agenda item proposes the creation of a formal process, through Resolution, to standardize how Council reviews candidates seeking appointment or reappointment to any Town Board. Under the proposed process, Council would interview all eligible applicants in Closed Session on a regularly scheduled Town Council meeting. Following discussion and consensus, appointments would be brought forward for action in Open Session.

Eligibility for consideration would be limited to residents of the incorporated Town limits unless otherwise permitted by existing legislation. The Town Manager, or designee, would provide applicant data sheets and supporting materials to Council through the public portal.

It should be noted that this process is common across municipal and county governing bodies across the state of Maryland.

This process would not apply to Councilmembers serving as Ex-Officio members

FISCAL IMPACT:

No direct fiscal impact associated with moving forward with drafting and adopting a resolution. Any Staff time involved in preparing interview or coordinating applicants' information is expected to be absorbed within existing departmental resources.

STRATEGIC PLAN ALIGNMENT:



The proposals are directly aligned with the Town's Strategic Goals:

Goal #1: Good Governance: We will serve as responsible stewards of community trust in making decisions to maximize public service value to our residents.

- *Fair and Transparent decision – making:* Establishing a standardized, documented interview and review process ensures that appointments to Boards, Commissions, and Committees follow clear procedures and are carried out transparently and equitably.
- *Promote Citizen Engagement:* A clear, consistent appointment process increases awareness and accessibility of volunteer roles, encouraging broader participation in civic leadership.

SUSTAINABILITY CONSIDERATIONS:

This request is designed to strengthen long-term sustainability by improving how the Town engages and utilizes volunteer talent through a standardized appointment process that emphasizes transparency, consistency, and efficiency. A uniform interview structure reduces duplicative effort, supports continuity during staff or Council transitions, and ensures that all applicants are evaluated equitably over time.

ADA CONSIDERATIONS:

N/A

RECOMMENDED ACTION:

Council discuss the intent of establishing a formal process for reviewing and appointing applicants to the Town's Boards, Commissions, and Committees, and direct the Town Manager to staff and prepare a Resolution consistent with this intent for all new appointments and reappointments.

ATTACHMENTS:

N/A

COUNCIL OF THE TOWN OF LA PLATA
Ordinance No. 26-11

Introduced By: Mayor Jeannine E. James, by request

Date Introduced: May 12, 2026

Date Adopted:

Date Effective:

AN ORDINANCE concerning

Revision of Employee Handbook

FOR the purpose of amending certain personnel rules and regulations regarding policies on Civility in the Workplace, Gift Acceptance, Workplace Communication, Vacation Accrual, Sale of Leave, and Heat-Related Illness Prevention and Management in the Town’s Employee Handbook; and all matters generally relating thereto.

* * * * *

BY repealing and re-enacting, with amendments
Part 1 – General Employment Policies and Practices
Town of La Plata Employee Handbook (2026)

BY repealing and re-enacting, with amendments
Part 5 – Holidays, Vacation, and Other Leave
Town of La Plata Employee Handbook (2026)

BY repealing and re-enacting, with amendments
Part 6 - Miscellaneous
Town of La Plata Employee Handbook (2026)

WHEREAS, the Town is committed to maintaining fiscal responsibility and ensuring the sustainability of its operations for the benefit of all taxpayers; and

WHEREAS, it is in the best interest of the Town to be responsible stewards of taxpayer dollars while promoting the health, well-being, and work-life balance of all employees; and

WHEREAS, encouraging employees to use their accrued vacation time provides both personal health benefits and contributes to the overall productivity and morale of the workforce; and

WHEREAS, the Town seeks to implement policies that promote fiscal sustainability and long-term financial planning consistent with industry standards.

NOW, THEREFORE:

SECTION 1: BE IT ENACTED BY THE COUNCIL OF THE TOWN OF LA PLATA that Section 12 of the Town of La Plata Employee Handbook (2026) be and is hereby repealed and re-enacted, with amendments, to read as follows:

TOWN OF LA PLATA EMPLOYEE HANDBOOK (2026)

PART 1 – GENERAL EMPLOYMENT POLICIES AND PRACTICES

CIVILITY IN THE WORKPLACE

THE TOWN IS COMMITTED TO MAINTAINING A WORKPLACE CULTURE GROUNDED IN PROFESSIONALISM, RESPECT, AND COURTESY. EMPLOYEES ARE EXPECTED TO INTERACT WITH COWORKERS, SUPERVISORS, ELECTED OFFICIALS, RESIDENTS, VENDORS, AND OTHER MEMBERS OF THE PUBLIC IN A CIVIL AND CONSTRUCTIVE MANNER. CIVILITY INCLUDES, BUT IS NOT LIMITED TO, BEING POLITE, TREATING OTHERS WITH DIGNITY, SHOWING RESPECT, DEVELOPING POSITIVE WORKING RELATIONSHIPS, HOLDING ONE ANOTHER ACCOUNTABLE IN AN APPROPRIATE MANNER, BEING ASSERTIVE WHILE EXERCISING SELF-RESTRAINT, USING GOOD MANNERS, EXTENDING COURTESY, LISTENING, DISAGREEING WITHOUT BEING DISRESPECTFUL, AND SHOWING GRACE IN WORKPLACE INTERACTIONS.

INCIVILITY IS INCONSISTENT WITH THE TOWN’S EXPECTATIONS AND WILL NOT BE TOLERATED. WORKPLACE INCIVILITY GENERALLY REFERS TO LOW-INTENSITY BEHAVIOR THAT VIOLATES STANDARDS OF MUTUAL RESPECT AND PROFESSIONALISM. SUCH BEHAVIOR IS OFTEN RUDE OR DISCOURTEOUS AND REFLECTS A LACK OF REGARD FOR OTHERS. INCIVILITY MAY BE INTENTIONAL, BUT IT MAY ALSO RESULT FROM THOUGHTLESSNESS, STRESS, OR POOR JUDGMENT. REGARDLESS OF INTENT, EMPLOYEES ARE EXPECTED TO MAINTAIN APPROPRIATE WORKPLACE CONDUCT. WHEN INTENTIONAL BEHAVIOR ESCALATES IN FREQUENCY OR SEVERITY, IT MAY RISE TO THE LEVEL OF MORE SERIOUS MISCONDUCT, INCLUDING CONDUCT THAT MAY VIOLATE OTHER TOWN POLICIES OR APPLICABLE LAW, SUCH AS UNLAWFUL HARASSMENT.

FORMS OF INCIVILITY

VERBAL INCIVILITY

VERBAL INCIVILITY MAY INCLUDE RUDE REMARKS, INSULTS, DEMEANING STATEMENTS, SARCASM DIRECTED AT OTHERS, YELLING, OR OTHER DISRESPECTFUL LANGUAGE.

VISUAL INCIVILITY

VISUAL INCIVILITY MAY INCLUDE DISPLAYING, SHARING, SENDING, OR DISTRIBUTING INAPPROPRIATE OR OFFENSIVE CARTOONS, PICTURES, MESSAGES, EMAILS, OR OTHER MATERIALS.

PHYSICAL INCIVILITY

PHYSICAL INCIVILITY MAY INCLUDE INAPPROPRIATE PHYSICAL CONTACT, INVADING PERSONAL SPACE, INTIMIDATING GESTURES, OR OTHER BEHAVIOR INCONSISTENT WITH PROFESSIONAL WORKPLACE STANDARDS.

EXAMPLES OF PROHIBITED CONDUCT

PROHIBITED CONDUCT UNDER THIS POLICY INCLUDES, BUT IS NOT LIMITED TO, YELLING OR SPEAKING TO OTHERS IN A DEMEANING OR HOSTILE MANNER; MAKING INAPPROPRIATE, INSULTING, OR SARCASTIC COMMENTS; INTERRUPTING OTHERS REPEATEDLY OR REFUSING TO ALLOW OTHERS TO SPEAK; USING DISRESPECTFUL LANGUAGE IN MEETINGS, EMAILS, TEXT MESSAGES, OR OTHER COMMUNICATIONS; SPREADING RUMORS OR ENGAGING IN GOSSIP INTENDED TO UNDERMINE ANOTHER INDIVIDUAL; DISPLAYING OR DISTRIBUTING INAPPROPRIATE OR OFFENSIVE CARTOONS, PICTURES, MESSAGES, OR EMAILS; ROLLING EYES, MOCKING, OR MAKING OTHER DISRESPECTFUL GESTURES; INVADING ANOTHER PERSON'S PERSONAL SPACE; ENGAGING IN INAPPROPRIATE PHYSICAL CONTACT; AND OTHER CONDUCT THAT IS RUDE, DISCOURTEOUS, INTIMIDATING, OR INCONSISTENT WITH WORKPLACE EXPECTATIONS FOR PROFESSIONALISM AND MUTUAL RESPECT.

THIS POLICY APPLIES TO ALL WORK-RELATED INTERACTIONS, INCLUDING IN-PERSON COMMUNICATIONS, MEETINGS, TELEPHONE CONVERSATIONS, EMAIL, TEXT MESSAGES, AND OTHER FORMS OF COMMUNICATION. EMPLOYEES WHO ENGAGE IN UNCIVIL CONDUCT MAY BE SUBJECT TO CORRECTIVE ACTION, UP TO AND INCLUDING TERMINATION OF EMPLOYMENT.

GIFT ACCEPTANCE

EMPLOYEES SHALL NOT SOLICIT OR ACCEPT GIFTS, GRATUITIES, FAVORS, OR OTHER ITEMS OF VALUE THAT COULD INFLUENCE, OR APPEAR TO INFLUENCE, THE

PERFORMANCE OF THEIR OFFICIAL DUTIES. EMPLOYEES MAY ACCEPT NOMINAL ITEMS VALUED AT NO MORE THAN \$20, PROVIDED THE GIFT IS NOT INTENDED TO OBTAIN FAVORABLE TREATMENT OR TO CREATE A CONFLICT OF INTEREST. ANY GIFT OFFERED OR ACCEPTED MUST BE DISCLOSED TO THE EMPLOYEE'S SUPERVISOR OR HUMAN RESOURCES. GIFTS THAT EXCEED THIS LIMIT, OR THAT PRESENT AN ACTUAL OR PERCEIVED CONFLICT, ARE PROHIBITED.

WORKPLACE COMMUNICATION

TO SUPPORT EFFECTIVE COMMUNICATION AND THE TIMELY RESOLUTION OF WORKPLACE ISSUES, EMPLOYEES ARE EXPECTED TO ADDRESS WORK-RELATED QUESTIONS, CONCERNS, AND OPERATIONAL MATTERS THROUGH THE APPROPRIATE SUPERVISORY STRUCTURE. EMPLOYEES SHOULD GENERALLY BEGIN WITH THEIR IMMEDIATE SUPERVISOR AND THEN FOLLOW THE ORGANIZATIONAL REPORTING STRUCTURE, AS REFLECTED IN THE TOWN'S ORGANIZATIONAL CHART, WHEN ADDITIONAL REVIEW OR ASSISTANCE IS NEEDED. USING THE APPROPRIATE LEVEL OF SUPERVISION HELPS ENSURE THAT MATTERS RELATED TO EMPLOYMENT, WORKING CONDITIONS, SCHEDULING, ASSIGNMENTS, AND DEPARTMENT OPERATIONS ARE REVIEWED BY THOSE RESPONSIBLE FOR MANAGING THE WORK AND RESOLVING ISSUES EFFICIENTLY.

COMMUNICATION WITH THE TOWN COUNCIL

THE TOWN RECOGNIZES THAT EMPLOYEES MAY HAVE THE RIGHT TO SPEAK ABOUT THEIR WORKING CONDITIONS AS PERMITTED BY LAW. AT THE SAME TIME, EMPLOYEES ARE EXPECTED TO USE THE APPROPRIATE SUPERVISORY AND ADMINISTRATIVE CHANNELS TO ADDRESS WORKPLACE AND OPERATIONAL CONCERNS. DIRECT COMMUNICATION WITH THE TOWN COUNCIL REGARDING INTERNAL OPERATIONS, PERSONNEL MATTERS, DEPARTMENTAL CONCERNS, COMPLAINTS, OR OTHER WORK-RELATED ISSUES MAY CREATE AN ACTUAL OR PERCEIVED CONFLICT OF INTEREST, PARTICULARLY WHERE THE COMMUNICATION IS INTENDED, OR COULD REASONABLY BE PERCEIVED AS INTENDED, TO INFLUENCE COUNCIL VOTES, DECISIONS, OR FUTURE ACTION. ACCORDINGLY, EMPLOYEES SHALL NOT COMMUNICATE DIRECTLY WITH THE TOWN COUNCIL REGARDING SUCH MATTERS UNLESS SPECIFICALLY DIRECTED TO DO SO BY THE TOWN MANAGER OR DESIGNEE AS PART OF THEIR JOB DUTIES OR AS PART OF AN AUTHORIZED PROCESS.

EMPLOYEES ACTING AS TOWN RESIDENTS

NOTHING IN THIS POLICY PREVENTS AN EMPLOYEE FROM COMMUNICATING WITH THE TOWN COUNCIL AS A TOWN RESIDENT ABOUT MATTERS OF GENERAL PUBLIC CONCERN THAT ARE UNRELATED TO THE EMPLOYEE'S TOWN JOB DUTIES OR INTERNAL WORKPLACE

MATTERS.

PART 5 – HOLIDAYS, VACATION, AND OTHER LEAVE

Accrual and Carryover

Employees are expected to take their vacation leave or forfeit any leave that is not taken. Vacation accrual may not exceed ((three hundred sixty (360)))TWO HUNDRED AND FORTY (240) hours at the end of any calendar year. Any vacation accrued more than ((360))240 hours at the end of any calendar year is forfeited.

Vacation leave shall not accrue while an employee is absent from work without pay, on administrative leave, on long-term disability, or Workers' Compensation, except as otherwise may be required by law.

Upon termination of employment, employees will receive payment for any accrued vacation hours, NOT TO EXCEED 240 HOURS.

SALE OF LEAVE

EMPLOYEES MAY REQUEST TO SELL BACK A MAXIMUM OF FORTY (40) HOURS OF LEAVE UNDER THE FOLLOWING CONDITIONS:

1. REQUEST MUST BE RECEIVED NO LATER THAN DECEMBER 1ST.
2. ONLY ACCRUED LEAVE IN EXCESS OF 240 HOURS IS ELIGIBLE.
3. LEAVE SOLD WILL BE AT THE EMPLOYEE'S BASE RATE OF PAY AS OF DECEMBER 1ST AND SUBJECT TO APPLICABLE DEDUCTIONS AND TAX WITHHOLDINGS.

EMPLOYEES WHO REMAIN ABOVE THE 240-HOUR VACATION CAP AFTER SELLING THE MAXIMUM 40 HOURS MAY CONVERT ANY REMAINING EXCESS ACCRUED VACATION LEAVE TO THEIR SICK LEAVE BALANCE.

PART 6 – MISCELLANEOUS

HEAT-RELATED ILLNESS PREVENTION AND MANAGEMENT

APPLIES TO ALL TOWN EMPLOYEES EXPOSED TO ENVIRONMENTS WHERE THE HEAT INDEX EQUALS OR EXCEEDS 80°F FOR MORE THAN 15 CONSECUTIVE MINUTES PER HOUR.

PURPOSE

THE TOWN OF LA PLATA'S HEAT-RELATED ILLNESS PREVENTION AND MANAGEMENT PLAN (THE "PLAN") WAS DEVELOPED TO PROVIDE TOWN EMPLOYEES WITH THE TRAINING AND TOOLS TO HELP PROTECT THEMSELVES AND FELLOW EMPLOYEES FROM HEAT-RELATED ILLNESS. THE PLAN WAS PREPARED USING CRITERIA PROVIDED BY MARYLAND OCCUPATIONAL SAFETY AND HEALTH (MOSH), OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA), AND IN COMPLIANCE WITH MARYLAND'S HEAT STRESS STANDARDS, COMAR TITLE 9, SUBTITLE 12, CHAPTER 32. THIS PLAN WILL BE MODIFIED AS NEEDED TO REFLECT CHANGES IN DEPARTMENTAL TASKS AND RESPONSIBILITIES AND WILL BE REVIEWED ANNUALLY.

APPLICABILITY

THIS POLICY APPLIES TO:

- EMPLOYEES PERFORMING INDOOR OR OUTDOOR WORK WHERE THE HEAT INDEX $\geq 80^{\circ}\text{F}$.
- TASKS INVOLVING PROLONGED PHYSICAL EXERTION OR THE USE OF PPE THAT INCREASES HEAT BURDEN.

THIS POLICY DOES NOT APPLY TO:

- EMERGENCY OPERATIONS PROTECTING LIFE OR PROPERTY.
- INCIDENTAL EXPOSURES LESS THAN 15 MINUTES PER HOUR.
- AIR-CONDITIONED OR MECHANICALLY VENTILATED AREAS MAINTAINING A HEAT INDEX BELOW 80°F.

DEFINITIONS

ACCLIMATIZATION: GRADUAL ADAPTATION OF THE BODY TO WORKING IN HOT CONDITIONS OVER 5–14 DAYS.

HEAT INDEX: HOW HOT IT FEELS WHEN RELATIVE HUMIDITY IS FACTORED WITH TEMPERATURE (NATIONAL WEATHER SERVICE CALCULATION).

HIGH-HEAT CONDITIONS: HEAT INDEX $\geq 90^{\circ}\text{F}$.

HEAT ILLNESS: MEDICAL CONDITIONS CAUSED BY THE BODY'S INABILITY TO REGULATE HEAT (E.G., HEAT EXHAUSTION, STROKE, CRAMPS).

ALTERNATIVE COOLING AND CONTROL MEASURES: ENGINEERING OR ADMINISTRATIVE CONTROLS LIKE VENTILATION, MISTING, FANS, OR COOLING GARMENTS.

SHADE: AN AREA THAT BLOCKS DIRECT SUNLIGHT AND ALLOWS FOR NORMAL POSTURE AND REST.

RESPONSIBILITIES

EMPLOYER / DEPARTMENT

- MONITOR HEAT INDEX DAILY AND ADJUST OPERATIONS WHEN NECESSARY.

Ordinance 26-11

- PROVIDE COOL POTABLE WATER (MINIMUM 32 OZ/HOUR PER EMPLOYEE).
- PROVIDE SHADED OR AIR-CONDITIONED AREAS NEAR WORK ZONES.
- IMPLEMENT ACCLIMATIZATION AND HIGH-HEAT PROCEDURES.
- MAINTAIN A WRITTEN HEAT ILLNESS PREVENTION PLAN (HIPP) AVAILABLE TO STAFF AND MOSH.
- ENSURE EMPLOYEE AND SUPERVISOR TRAINING ON HEAT ILLNESS PREVENTION, HYDRATION, REST, AND EMERGENCY PROCEDURES.
- REVIEW AND UPDATE THE PLAN ANNUALLY.

SUPERVISORS

- CONDUCT DAILY WEATHER AND SITE RISK ASSESSMENTS.
- ADJUST WORK SCHEDULES TO MINIMIZE EXPOSURE DURING PEAK HEAT HOURS (10 AM–4 PM).
- ENCOURAGE HYDRATION AND ENFORCE REQUIRED REST BREAKS.
- OBSERVE EMPLOYEES FOR SIGNS OF HEAT ILLNESS AND ENSURE IMMEDIATE RESPONSE.
- MAINTAIN EMERGENCY COMMUNICATION DEVICES (E.G., CHARGED CELL PHONES, RADIOS).
- DESIGNATE AN ALTERNATE RESPONSIBLE PERSON TO MONITOR WORKERS WHEN THE SUPERVISOR IS UNAVAILABLE.

EMPLOYEES

- FOLLOW HYDRATION AND REST PROTOCOLS.
- TAKE COOL-DOWN BREAKS AS NEEDED.
- MONITOR CO-WORKERS (BUDDY SYSTEM) FOR SIGNS OF DISTRESS.
- REPORT ANY HEAT ILLNESS SYMPTOMS IMMEDIATELY.
- PARTICIPATE IN ALL REQUIRED HEAT STRESS TRAINING.

PROCEDURES

HYDRATION

- PROVIDE AND ENCOURAGE CONSUMPTION OF 8 OZ (1 CUP) OF COOL WATER EVERY 15–20 MINUTES.
- MAINTAIN WATER DISPENSERS OR COOLERS ON EACH VEHICLE OR WORK CREW SITE.
- REFILL COOLERS WITH ICE AND CLEAN WATER DAILY.
- DRIVERS IN SANITATION AND OTHER CREWS MAY PAUSE OPERATIONS FOR HYDRATION SAFETY CHECKS.

SHADE AND COOL AREAS

- PROVIDE SHADE OR COOLED INDOOR AREAS WHEN THE HEAT INDEX $\geq$ 80°F.
- ALLOW PREVENTIVE 5-MINUTE COOL-DOWN RESTS AT ANY TIME.
- FOR HEAT INDEX $\geq$ 90°F, MINIMUM REST PERIODS ARE:
 - 10 MINUTES EVERY 2 HOURS (90–99°F)
 - 15 MINUTES EVERY HOUR ($\geq$ 100°F)
- IF SHADE IS UNAVAILABLE, USE AIR-CONDITIONED VEHICLES OR ALTERNATIVE COOLING MEASURES (E.G., FANS, MISTING SYSTEMS).
- THE TOWN’S “NO IDLING” PRACTICE MAY BE SUSPENDED ON HIGH-HEAT DAYS

TO ALLOW VEHICLE COOLING.

MONITORING

- SUPERVISORS USE THE OSHA-NIOSH HEAT SAFETY TOOL APP OR VERIFIED SOURCES (E.G., NWS, ACCUWEATHER).
- HEAT INDEX READINGS DETERMINE WHEN HIGH-HEAT PROTOCOLS APPLY.
- ADJUST WORKLOADS, SHIFT START TIMES, OR TASKS AS NEEDED.

ACCLIMATIZATION

- GRADUALLY INCREASE EXPOSURE FOR NEW OR RETURNING WORKERS USING THE 20% RULE (NO MORE THAN 20% OF SHIFT AT FULL INTENSITY ON DAY ONE).
- EXTEND ADAPTATION OVER 5–14 DAYS.
- MONITOR NEW AND RETURNING WORKERS CLOSELY FOR 7 CONSECUTIVE DAYS.
- MODIFY TASKS AND SCHEDULE LIGHTER DUTIES DURING THE INITIAL PERIOD.

HIGH-HEAT PROCEDURES

WHEN HEAT INDEX $\geq$ 90°F:

- CONDUCT PRE-SHIFT SAFETY BRIEFINGS.
- INCREASE REST BREAKS AND HYDRATION REMINDERS.
- IMPLEMENT A BUDDY SYSTEM FOR MUTUAL OBSERVATION.
- SUSPEND OR RESCHEDULE NONESSENTIAL STRENUOUS TASKS.
- ENSURE DIRECT COMMUNICATION WITH SUPERVISORS AT ALL TIMES.

EMERGENCY RESPONSE

RECOGNITION

COMMON SYMPTOMS:

- HEAT CRAMPS: PAINFUL MUSCLE SPASMS.
- HEAT EXHAUSTION: HEAVY SWEATING, DIZZINESS, NAUSEA, AND CONFUSION.
- HEAT STROKE: CONFUSION, HOT/DRY SKIN, COLLAPSE, LOSS OF CONSCIOUSNESS — LIFE-THREATENING.

RESPONSE

1. MOVE THE EMPLOYEE TO A SHADED/COOL AREA.
2. LOOSEN CLOTHING, APPLY COOL COMPRESSES OR MISTING.
3. PROVIDE SMALL SIPS OF WATER IF CONSCIOUS.
4. CALL 911 IMMEDIATELY FOR SIGNS OF HEAT STROKE OR IF SYMPTOMS PERSIST.
5. DO NOT LEAVE AFFECTED EMPLOYEES UNATTENDED.
6. REPORT ALL INCIDENTS TO SUPERVISORS AND HR FOR DOCUMENTATION.

EACH VEHICLE OR WORK SITE SHALL MAINTAIN:

- FIRST AID KIT WITH COLD PACKS.
- ACCESS TO COOL DRINKING WATER OR ELECTROLYTE FLUIDS.
- EMERGENCY CONTACT PROCEDURES.

TRAINING

ALL EMPLOYEES AND SUPERVISORS WILL RECEIVE TRAINING:

- UPON HIRE OR ASSIGNMENT TO HEAT-EXPOSED WORK.
- ANNUALLY PRIOR TO HIGH-HEAT SEASON.
- AFTER ANY HEAT-RELATED INCIDENT.

Ordinance 26-11

TRAINING COVERS:

- SYMPTOMS AND FIRST AID FOR HEAT ILLNESSES.
- ACCLIMATIZATION PROCEDURES.
- PROPER HYDRATION AND REST PRACTICES.
- REPORTING AND EMERGENCY COMMUNICATION STEPS.

ATTENDANCE RECORDS WILL BE MAINTAINED BY HR AND SITE SUPERVISORS.

ENFORCEMENT AND RECORDKEEPING

- NONCOMPLIANCE MAY RESULT IN CORRECTIVE OR DISCIPLINARY ACTION.
- HEAT-RELATED INCIDENTS WILL BE INVESTIGATED USING A HEAT ILLNESS INCIDENT REPORT FORM.
- FINDINGS WILL BE USED TO IMPROVE FUTURE PREVENTION MEASURES.
- THIS POLICY WILL BE REVIEWED ANNUALLY BY THE DEPARTMENT OF HUMAN RESOURCES.

364 **SECTION 2: BE IT FURTHER ENACTED BY THE COUNCIL OF THE TOWN OF LA PLATA,**
365 that this Ordinance shall become effective 15 days after its approval by the Council.

ADOPTED AND APPROVED by the Council of the Town of La Plata on this _____ day of _____, 2026.

SEAL:

COUNCIL OF THE TOWN OF LA PLATA

Jeannine E. James, Mayor

Paul C. Guttenberg, Councilman

Patrick McCormick, Councilman

ATTEST:

Gregory Sampson, Jr., Councilman

Shelby Pritchett
Town Clerk

Tyjon C. Johnson, Councilman

Date

EXPLANATION:

CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

((Double Parentheses)) indicate matter deleted from existing law.

Underlining indicates amendments to bill.

~~Strike Out~~ indicates matter stricken from bill by amendment or deleted from the law by amendment.

*** indicates existing law not depicted in bill and not being altered by bill

COUNCIL OF THE TOWN OF LA PLATA
Ordinance No. 26-12

Introduced By: Mayor Jeannine E. James, by request

Date Introduced: May 12, 2026

Date Adopted:

Date Effective:

1 AN ORDINANCE concerning

2
3 Chapter 21 – Finance Committee

4
5 **FOR** the purpose of amending Chapter 21 of the Code of the Town of La Plata, formalizing
6 the role of the Finance Committee in providing analytical review, advisory opinions,
7 and ongoing monitoring of the Town’s financial condition; and all matters generally
8 relating thereto.

9
10 **BY** repealing and reenacting with amendments
11 Chapter 21
12 Section 21-9
13 Code of the Town of La Plata (1998 Edition and Supplements)

14
15
16 **SECTION 1: BE IT ENACTED BY THE COUNCIL OF THE TOWN OF LA PLATA**, that
17 Chapter 191 of the Code of the Town of La Plata (1998 Edition as amended), be and is hereby
18 amended to read as follows:

19
20
21 Chapter 21 – Finance Committee

22
23 ***

24
25
26 **§ 21-9. POWERS AND DUTIES.**

27
28 THE FINANCE COMMITTEE IS CREATED FOR THE PURPOSE OF MAINTAINING
29 CONTINUOUS SURVEILLANCE OVER THE TOWN’S FINANCES AND SHALL HAVE THE
30 FOLLOWING DUTIES:

- 31
- 32 A. PROVIDE ANALYSIS AND OPINION ON REVENUE PROJECTIONS AND FORECASTS
- 33 FOR THE PROPOSED FISCAL YEAR BUDGET
- 34 B. ASSESS THE FINANCIAL CONDITION OF THE TOWN DURING THE ANNUAL BUDGET
- 35 PROCESS
- 36 C. PROVIDE AN OPINION ON THE FISCAL SUSTAINABILITY OF THE ANNUAL BUDGET
- 37 D. PROVIDE ANALYSIS OF FINANCIAL MATTERS AS REQUESTED BY THE TOWN
- 38 MANAGER
- 39 E. REVIEW OF MONTHLY FINANCIAL REPORTS, INCLUDING BUDGET VERSUS
- 40 ACTUAL PERFORMANCE
- 41

42 **SECTION 2: BE IT FURTHER ENACTED BY THE COUNCIL OF THE TOWN OF LA**
43 **PLATA,** that this Ordinance shall become effective 15 days after its approval by the Council.

ADOPTED AND APPROVED by the Council of the Town of La Plata on this _____ day of _____, 2026.

SEAL:

COUNCIL OF THE TOWN OF LA PLATA

Jeannine E. James, Mayor

Paul C. Guttenberg, Councilman

Patrick McCormick, Councilman

ATTEST:

Gregory Sampson, Jr., Councilman

Shelby Pritchett
Town Clerk

Tyjon C. Johnson, Councilman

Date_____

EXPLANATION:

- CAPITALS INDICATE MATTER ADDED TO EXISTING LAW
- ((Double Parentheses)) indicate matter deleted from existing law.
- * * indicates existing law not depicted in bill and not being altered by bill
- Underlining indicates amendments to bill.
- Strike-Out indicates matter stricken from bill by amendment or deleted from the law by amendment.

COUNCIL OF THE TOWN OF LA PLATA
Ordinance 26-13

Introduced By: Mayor Jeannine E. James, by request

Date Introduced: May 26, 2026

Date Adopted:

Date Effective:

1 **AN ORDINANCE** concerning

2
3 **Authority to Correct Scrivener's Errors**

4
5 **FOR** the purpose of authorizing the Town Attorney and Town Clerk to correct scrivener's
6 errors in the Town Code and in ordinances, resolutions, and other official documents
7 adopted by the Council without the need for readoption of such legislation or
8 documents; and all matters generally relating thereto.

9
10 **BY** adding Chapter 1
11 Article II
12 Section 1-16 – Authority to Correct Scrivener's Errors
13 Code of the Town of La Plata
14 (1998 Edition as amended)

15
16
17
18 **WHEREAS**, the Town Council desires to deliver transparent, responsive, and
19 accountable public services through the prompt correction of the Town Code, ordinances,
20 resolutions, and other official documents adopted by the Town Council; and

21
22 **WHEREAS**, the Town Council finds that granting the Town Attorney and the Town
23 Clerk the authority to correct certain types of scrivener's errors without the need for formal
24 Town Council action is in the best interests of the Town.

25
26 **NOW, THEREFORE,**

27
28 **SECTION 1: BE IT ENACTED BY THE COUNCIL OF THE TOWN OF LA PLATA** that new
29 Section 1-16 – Authority to Correct Scrivener's Errors, be and is hereby added to the Code of
30 the Town of La Plata (1998 Edition and Supplements) to read as follows:

**CODE OF THE TOWN OF LA PLATA
(1998 EDITION AS AMENDED)**

CHAPTER 1 – GENERAL PROVISIONS

ARTICLE II – MISCELLANEOUS PROVISIONS

1-16 – AUTHORITY TO CORRECT SCRIVENER’S ERRORS.

- A. THE TOWN ATTORNEY AND TOWN CLERK ARE HEREBY EACH INDIVIDUALLY AUTHORIZED TO CORRECT SCRIVENER'S ERRORS IN THE TOWN CODE AND ORDINANCES, RESOLUTIONS, AND OTHER OFFICIAL DOCUMENTS ADOPTED BY THE COUNCIL OR OTHER PUBLIC BODY WITHOUT THE NEED FOR RE-ADOPTION OF THE TOWN CODE PROVISION, ORDINANCE, RESOLUTION, OR OFFICIAL DOCUMENT.
- B. FOR THE PURPOSES OF THIS SECTION, A SCRIVENER'S ERROR INCLUDES ONE OR MORE OF THE FOLLOWING:
 - (1) A MISSPELLING;
 - (2) A GRAMMATICAL ERROR;
 - (3) A NUMBERING ERROR;
 - (4) A CROSS-REFERENCING ERROR; OR
 - (5) AN INCONSISTENCY WITH THE RULES OF STYLE ADOPTED FOR THE REFORMATTED TOWN CODE.
- C. A CORRECTION TO AN ORDINANCE, RESOLUTION, OR OTHER OFFICIAL DOCUMENT SHALL BE ACCOMPANIED BY A SCRIVENER'S NOTE ON OR ATTACHED TO THE CORRECTED ORDINANCE, RESOLUTION, OR OFFICIAL DOCUMENT. ANY CORRECTION MADE IN SUCH MANNER SHALL BE REPORTED WITHIN THREE MONTHS OF SUCH CORRECTION AT A REGULAR MEETING OF THE COUNCIL.
- D. CORRECTIONS TO COMPLETE SECTIONS OF THE TOWN CODE SHALL BE NOTED THEREIN.

68 **SECTION 2: AND BE IT FURTHER ENACTED**, that this Ordinance shall become
69 effective at the expiration of fifteen (15) calendar days after its approval by the Council.

ADOPTED AND APPROVED by the Council of the Town of La Plata on this _____ day of
_____, 2026.

SEAL:

COUNCIL OF THE TOWN OF LA PLATA

Jeannine E. James, Mayor

Paul C. Guttenberg, Councilman

Patrick McCormick, Councilman

ATTEST:

Gregory Sampson, Jr., Councilman

Shelby Pritchett
Town Clerk

Tyjon C. Johnson, Councilman

Date_____

COUNCIL OF THE TOWN OF LA PLATA
Resolution 26-32

Introduced By: Mayor Jeannine E. James, by request

Date Introduced: May 26, 2026

Date Adopted:

Date Effective:

A RESOLUTION concerning

Wills Memorial Park Walkway Upgrade - Award of Contract

FOR the purpose of authorizing the Town Manager to enter into a contract agreement for the replacement of the concrete walkway at Wills Memorial Park; and all matters generally relating thereto.

* * * * *

WHEREAS, the Town recognizes the key contribution that high quality parks and open spaces make to community health, wellness and quality of life; and

WHEREAS, the Town desires to enhance the quality and reliability of park amenities by replacing aging, inefficient, and inaccessible features with modern, durable, and code-compliant infrastructure; and

WHEREAS, upgrades to Town amenities support long-term growth, asset preservation, and the Town's ability to accommodate evolving community needs; and

WHEREAS, Town Charter §C8-23 requires that all expenditures in excess of twenty thousand dollars (\$20,000), shall be advertised for sealed bids, except for expenditures which the Town Council, by ordinance, has determined are not subject to the sealed bid requirements; and

WHEREAS, the Town solicited bids via an open competitive bidding process consistent with Town procurement policies;

WHEREAS, Town staff evaluated all bids received and recommends that the Town enter into a contract agreement with Austin Dirtworks of La Plata, Maryland, for all labor, equipment, materials, and supervision necessary to repair the concrete walkway at Wills Memorial Park; and

WHEREAS, Town Staff believes the purpose and intent of Town Charter §C8-23 has been met.

Resolution 26-32

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE TOWN OF LA PLATA that Noel C. Stevens, the Town Manager, is hereby authorized to execute and deliver, on behalf of the Town of La Plata, a contract agreement with Austin Dirtworks of La Plata, Maryland, for all labor, equipment, materials, and supervision necessary to repair the concrete walkway at Wills Memorial Park as quoted by Austin Dirtworks, for a total expenditure of twenty-one thousand eight hundred thirty-four dollars (\$21,834.00).

AND BE IT FURTHER RESOLVED, that the price quote attached hereto as Attachment 1 is hereby adopted and incorporated herein by reference.

AND BE IT FURTHER RESOLVED, that the Town Treasurer is hereby authorized to execute budget reappropriations and amendments necessary to ensuring compliance with Resolution 26-32.

SEAL:

COUNCIL OF THE TOWN OF LA PLATA

Jeannine E. James, Mayor

Paul C. Guttenberg, Councilman

Patrick McCormick, Councilman

ATTEST:

Gregory Sampson, Jr., Councilman

Shelby Pritchett
Town Clerk

Tyjon C. Johnson, Councilman

Date_____



May 18, 2026

Attention: Kristen DeMarr

Project: Town of LaPlata

Reference: Wills Park Sidewalk Repair

Engineered Drawing Info.: **No plans, site visit**

Plans Prepared By: **No plans, site visit**

Unit rates below include labor, equipment and materials to complete the following lines items on the above referenced project.

Proposal Inclusions:

1. Equipment Mobilization-	\$	550.00
2. Saw Cut & Demolition-	\$	1,858.00
3. Topsoil, Excavation & Grading-	\$	6,515.00
4. Import and place 6" of RC-6-	\$	2,911.00
5. Fine Grading-	\$	580.00
6. Layout for Sidewalk & Grading-	\$	750.00
6. 4" Sidewalk and Detectable Warning Surfaces-		
	\$	7,720.00
7. Seed & Straw-	\$	950.00

Total Lump Sum Price: \$21,834.00

**9285 W and W Industrial Road
La Plata, MD 20646**

Exclusions:

1. SOD of any kind
2. Compaction testing or soil engineering
3. Permit or inspection fees
4. Sediment and erosion control
5. Concrete testing or break test
6. Import and place of CR-6 or GAB as aggregate base, price is based on using RC-6
7. Concrete pumping
8. Sidewalk greater than 4" in thickness
9. Concrete greater than 3500 psi
10. Landscaping of any kind

Billing and Accounts Info

Accounts overdue beyond 30 days of billing will be charged at an interest rate of 18% per annum. Customer is also liable for an additional 18% of unpaid balance plus incidental collections costs, including attorney fees. If either party commences legal action to enforce its rights pursuant to this agreement, the prevailing party in said legal action shall be entitled to recover its reasonable attorney's fees and costs of litigation relating to said legal action, as determined by a court of competent jurisdiction.

If there are any questions about this proposal, please give us a call any time at 301-265-5458. We appreciate the chance to bid this project for you. Hope you keep us in mind for any other project you may need site work on.

Bid / Pricing valid for 30 days

Thank You,
Bryce Austin
Owner

Authorized Signature: _____ Date of Acceptance: _____

Printed Name: _____

**9285 W and W Industrial Drive
La Plata, MD 20646**

COUNCIL OF THE TOWN OF LA PLATA
Resolution 26-33

Introduced By: Councilman Tyjon C. Johnson, Ward IV

Date Introduced: May 26, 2026

Date Adopted:

Date Effective:

1 **A RESOLUTION** concerning

2
3 **Board, Commission, and Committee Appointments –**
4 **Interview and Selection Process**
5

6 **FOR** the purpose of establishing a formal, consistent, and transparent process for the
7 review and appointment of volunteer members to Town Boards, Commissions, and
8 Committees; and all matters generally relating thereto.
9

10 * * * * *

11
12 **WHEREAS**, the Town of La Plata maintains nine (9) Boards, Commissions, and
13 Committees composed of volunteer residents who provide essential expertise, guidance,
14 and service to support Town operations and advance the public interest; and
15

16 **WHEREAS**, the quality of citizen representation on these bodies directly affects the
17 effectiveness of Town governance, the integrity of regulatory and advisory functions, and
18 public confidence in the appointment process; and
19

20 **WHEREAS**, a consistent and transparent process for reviewing and appointing
21 applicants is necessary to ensure fairness, clarity, and alignment with Town expectations;
22 and
23

24 **WHEREAS**, the Town Council, as the governing body of the Town of La Plata, holds
25 the authority to make all appointments to Town Boards, Commissions, and Committees;
26 and
27

28 **WHEREAS**, a formal interview process conducted by the Town Council promotes
29 informed decision-making, equitable evaluation of all applicants, and consistent standards
30 for service on Town advisory and regulatory bodies; and
31

32 **WHEREAS**, this process is consistent with practices commonly employed by
33 municipal and county governing bodies across the State of Maryland; and
34

35 **WHEREAS**, the Town Council finds that the establishment of a standardized

Resolution 26-33

36 appointment process serves the best interests of the Town and its residents.

37
38 **NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE TOWN OF LA PLATA**
39 that the Town Council shall interview all eligible applicants seeking appointment or
40 reappointment to any Town Board, Commission, or Committee. Interviews shall be
41 conducted in Closed Session, consistent with applicable provisions of the Maryland Open
42 Meetings Act. Following Closed Session deliberation and consensus, appointments shall be
43 brought forward for formal action in Open Session.

44
45 **AND BE IT FURTHER RESOLVED**, that eligibility for consideration shall be limited to
46 residents of the incorporated Town limits of La Plata, unless otherwise permitted by existing
47 legislation or ordinance governing a specific Board, Commission, or Committee.

48
49 **AND BE IT FURTHER RESOLVED**, that the Town Manager, or designee, shall collect all
50 applications, compile applicant data sheets and supporting materials for each eligible
51 applicant, and provide those materials to Town Council through the Town's public portal in
52 advance of the scheduled interview session.

53
54 **AND BE IT FURTHER RESOLVED**, that this process shall apply to all new
55 appointments and reappointments to Town Boards, Commissions, and Committees, and
56 shall not apply to Councilmembers serving in Ex-Officio capacities on any such body.

Resolution 26-33

59 **AND BE IT FURTHER RESOLVED**, that the Town Manager is directed to develop
60 administrative procedures, application forms, and supporting materials consistent with this
61 Resolution to facilitate its implementation.

ADOPTED AND APPROVED by the Council of the Town of La Plata this ____ day of
_____, 2026.

SEAL:

COUNCIL OF THE TOWN OF LA PLATA

Jeannine E. James, Mayor

Paul C. Guttenberg, Councilman

Patrick McCormick, Councilman

ATTEST:

Gregory Sampson, Jr., Councilman

Shelby Pritchett

Town Clerk

Date: _____

Tyjon C. Johnson, Councilman