



**Town Council
Regular Meeting
October 8, 2024, 6:00 PM**

Agenda

1. Call to Order

1.1. Call to Order

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](#)

Meeting ID: 239 407 032 347

Passcode: vEFjZB

[Download Teams](#) | [Join on the web](#)

Or call in (audio only)

+1 443-961-6481, 171294151#

Phone Conference ID: 171 294 151#

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.

1.2. Roll Call

1.3. Pledge of Allegiance

1.4. Approval of the Meeting Agenda

2. Approval of Minutes

2.1. Approval of minutes from meeting on September 24, 2024.

3. Petitions, Communications, Appearances and Public Comment

- 3.1. Public Comment
- 3.2. Proclamation: Breast Cancer Awareness Month
- 3.3. Proclamation: National Code Compliance Month
- 3.4. Proclamation: Pedestrian Safety Awareness Month
- 3.5. Proclamation: Walktober

4. Matters of Council Discussion

- 4.1. Council Legislative Priorities (Miner)
- 4.2. Water Meter Purchase (Miner/Wood)
- 4.3. Finance Committee (Larsen)

5. Legislation

- 5.1. Resolution 24-21 Water Meter Purchase (For Introduction and Consideration of Adoption)

A RESOLUTION concerning

Water Meter Purchase

FOR the purpose of authorizing the Chief Executive Officer to enter into a contract purchase agreement for the purchase of water meters; and all matters generally relating thereto.

- 5.2. Ordinance 24-17 Finance Committee (First Reading; For Introduction)

AN ORDINANCE concerning

Finance Committee

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

6. New Business

- 6.1. Reports from the Mayor and Town Council

7. Motion for a Closed Session

- 7.1. **Statutory Authority to Close Session:** § 3-305(b)(10)(i) to discuss public security, if the public body determines that public discussion would constitute a risk to the public or to public security, including the deployment of fire and police services

Topic: Crime Trend Update

8. Adjourn

- 8.1. Adjournment



TOWN OF LA PLATA

Town Council Minutes

September 24, 2024 @ 6:00 PM
Hybrid (Council Chambers/Virtual)

PRESENT: Jeannine James, David Winkler, Matthew D. Trollinger, Evalyne Bryant-Ward, and David Jenkins

ABSENT:

TOWN STAFF: Michelle Miner, Assistant Town Manager, Monica Kennedy, Director of Human Resources, Karina Larsen, Town Treasurer, Kelly Phipps, Director of Legislative Services, Danny Wood, Interim Director of Public Works, and Mike Payne, Captain

GUESTS: See Roster

1. Call to Order

1.1. Call to Order

Mayor James requested a moment of silence in memory of Jeff Garner, the Director of Public Works and called the meeting to order at 6:00 PM.

1.2. Roll Call

The Interim 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

1.4.a. Moved By: Evalyne Bryant-Ward, seconded by Matthew D. Trollinger.
Motion to approve the meeting agenda as presented.

Passed Unanimously

2. Approval of Minutes

2.1. Approval of minutes from meeting on September 10, 2024.

- 2.1.a. Moved By: Evalyne Bryant-Ward, seconded by David Jenkins.
Motion to approve the minutes from the meeting on September 10, 2024, as presented.

Passed Unanimously

3. Petitions, Communications, Appearances and Public Comment

3.1. Public Comment

There were no speakers from the public.

3.2. Proclamation: National Disability Employment Awareness Month

Mayor James read the proclamation for National Disability Employment Awareness Month.

3.3. Neighborhood Grant Awards (James)

Neighborhood Grant Awards were presented to Clarks Run, Faith Temple Baptist Church, Hawthorne Greene, and Washington Square.

3.4. La Plata Police Department Monthly Report (Captain Mike Payne)

Captain Payne answered questions from the Town Council regarding the crime rate at big box stores, traffic stops, impaired driving countermeasures, speed cameras, and juvenile arrests. At Councilwoman Bryant-Ward's request, Captain Payne will clarify the statistics for juvenile arrests; the monthly report documented twenty (20) for the month and eleven (11) year-to-date.

3.5. Public Works Department Monthly Report (Danny Wood, Interim Director of Public Works)

Councilman Jenkins offered condolences on the passing of Director Jeff Garner.

3.6. Finance Department Monthly Report (Karina Larsen, Town Treasurer)

The Town Treasurer answered questions regarding the Town procurement standard operating procedures, town investments, grants for the police department and Dorchester Community Center, and contracted services. Councilwoman Bryant-Ward requested more detailed information on contracted services in the monthly report.

3.7. Legislative Services Department Monthly Report (Kelly Phipps, Director of Legislative Services)

Director Phipps answered questions regarding the transition of the Town's meeting management platform from CivicWeb/iCompass to CivicPlus/AMM Select in October.

3.8. Human Resources Department Monthly Report (Monica Kennedy, Director of Human Resources)

Director Kennedy answered questions from the Town Council regarding Paylocity, how to identify best practices, continuing education seminars and professional development. Councilman Jenkins requested a month update on the enhanced pension plan.

4. Matters of Information

4.1. 2024 National Community Survey Results (Phipps)

Director Phipps presented the results of the 2024 National Community Survey as a decision-making tool to be used in the annual budget process and by the seated and future Town Councils. The NCS results will be made available to the public via the town website.

4.2. Planning Department Annual Report (Phipps)

Director Phipps presented the Planning Department's annual report. After signature by the Planning Commission Chair, the report will be forwarded to the Maryland Department of Planning. Councilwoman Bryant-Ward proposed an amendment to the Planning Commission's Rules of Procedures to allow for public comment.

5. Matters of Council Discussion

5.1. Dam Breach Analysis - Agricopia (Wood)

The Town Council had no questions regarding the Public Works Department's recommendation for approval of the contract.

5.2. Cornerstone Government Affairs Renewal (Miner)

Further discussion of the renewal of the contract with Cornerstone Government Affairs was tabled to the Town Council's meeting on October 08, 2024. Mayor James asked the council members to assemble a list of priorities to be considered.

5.3. Town Manager Recruitment Proposals (Miner)

The Town Council reached a consensus to proceed with legislation to engage Raftelis to provide executive search services to identify candidates for the position of Town Manager.

6. Legislation

6.1. Ordinance 24-15 Council Ward Map Update (2nd Reading; For Consideration of Adoption)

AN ORDINANCE concerning

Council Ward Map Update

FOR the purpose of updating the Town of La Plata Council Ward Map to include properties annexed into the Town since December 18, 2012, and to reflect changes in the Town population as reported in the 2020 Census; and all matters generally relating thereto.

6.1.a. Moved By: Evalyne Bryant-Ward, seconded by David Jenkins.
Motion to adopt Ordinance 24-15 as presented.

Passed Unanimously

6.2. Resolution 24-17 Agricopia Dam Breach Analysis (For Introduction and Consideration of Adoption)

A RESOLUTION concerning

Agricopia Dam Breach Analysis

FOR the purpose of authorizing the Chief Executive Officer to enter into a contract purchase agreement for a dam breach analysis and report; and all matters generally relating thereto.

6.2.a. Moved By: David Jenkins, seconded by Matthew D. Trollinger.
Motion to adopt Resolution 24-17 as presented.

Passed Unanimously

6.3. Resolution 24-18 Cornerstone Government Affairs Professional Services Agreement Extension (For Introduction and Consideration of Adoption)

A RESOLUTION concerning

Cornerstone Government Affairs Professional Services Agreement

FOR the purpose of authorizing the Chief Executive Officer to extend an existing contract agreement for Professional Services for government relations in Maryland; and all matters related thereto.

Resolution 24-18 was not introduced for consideration.

6.4. Resolution 24-20 Executive Search Services - Town Manager (For Introduction and Consideration of Adoption)

A RESOLUTION concerning

Executive Search Services – Town Manager

FOR the purpose of authorizing the Town Manager to enter into a contract for professional services with an executive search firm for the recruitment of candidates for the position of Town Manager; and all matters generally relating thereto.

- 6.4.a. Moved By: Matthew D. Trollinger, seconded by Evalyne Bryant-Ward.
Motion to adopt Resolution 24-20 as presented.

Roll call vote on the motion:

	Ayes	Nays	Abstained	Absent
Jeannine James	x			
David Winkler		x		
Matthew D. Trollinger	x			
Evalyne Bryant-Ward	x			
David Jenkins	x			
	4	1	0	0

Passed Unanimously

7. New Business

7.1. Reports from the Mayor and Town Council

- Councilman Winkler reported on the Historic Preservation Commission activities relating to the observance of the tornadoes of 1926 and 2002.
- Councilman Trollinger reported that Keep La Plata Beautiful's September meeting was canceled. The next regular meeting is October 28, 2024.
- Councilwoman Bryant-Ward reported that at their September 17 meeting, the Planning Commission gave their recommendation for the approval of a Special Exception for a Senior Living Community in Pinegrove Neighborhood C.
- Councilman Jenkins reported that the September 11 meeting of the Parks & Recreation Commission included the following:
 - An update on the bond initiative for Wills Memorial Park
 - The recent visit of a playground safety inspector to all town-owned parks
 - An update on the new Charles County Public Library in La Plata, expected to begin construction in 2025
 - The Maryland Department of the Environment's engagement in stormwater management at Redwood Lake
 - The community garden to be installed in partnership with the Sierra Club at Patuxent Court
- Mayor James reported on the visit of the Secretary of Transportation and changes to the Consolidated Transportation Plan, and read a statement memorializing the legacy of Director Jeff Garner to the Town of La Plata and the community.

8. Adjourn

8.1. Adjournment

Mayor James adjourned the meeting at 7: 18 PM.

Submitted by:

Kelly Phipps, Interim Town Clerk



Town of La Plata **PROCLAMATION**

**BREAST CANCER AWARENESS MONTH
OCTOBER 2024**

WHEREAS, Breast Cancer is the second most commonly diagnosed form of cancer for women in the United States and remains the second leading cause of cancer death among American women; and

WHEREAS, Breast cancer is about 100 times more common in women than men, 1 in 8 women will be diagnosed with the disease, and diagnoses increase as patients get older; and

WHEREAS, Doctors estimate that about five to ten percent of breast cancers are hereditary, and individuals whose family history puts them at increased risk for breast cancer should discuss with their doctor or qualified health professional the proper prevention and early diagnosis strategies; and

WHEREAS, Since early diagnosis strategies have been introduced, the five-year survival rate for a breast cancer patient has dramatically increased, now at 91.2 percent; and

WHEREAS, During the month of October, we acknowledge the extraordinary commitment and effort invested by researchers, scientists, and numerous nonprofit organizations dedicated to discovering the cure for breast cancer; and

WHEREAS, We recognize that over two and a half million Americans are breast cancer survivors, giving us hope of a better future.

NOW, THEREFORE, WE, THE COUNCIL OF THE TOWN OF LA PLATA, do hereby proclaim October 2024, to be BREAST CANCER AWARENESS MONTH in the Town of La Plata. The Council encourages all citizens to support efforts to raise awareness and increase research for breast cancer treatments, as well as to consider their own health and risk for the disease.

SEAL:

COUNCIL OF THE TOWN OF LA PLATA

Jeannine E. James, Mayor

David L. Winkler, Councilman

Matthew D. Trollinger, Councilman

Evalyne L. Bryant-Ward, Councilwoman

David M. Jenkins, Councilman

ATTEST:

Kelly G. Phipps
Interim Town Clerk

Date: _____



Town of La Plata **PROCLAMATION**

**NATIONAL CODE COMPLIANCE MONTH
OCTOBER 2024**

WHEREAS, Code Enforcement Officers provide for safety and welfare of the citizens throughout the United States through the enforcement of local codes or ordinances facing various issues of building, zoning, housing, animal control, environmental, health and life safety; and

WHEREAS, Code Enforcement Officers often have a challenging and demanding role and often do not receive recognition for the job that they do in improving living and working conditions for residents and businesses of local communities; and

WHEREAS, the role of many Code Enforcement Officers has expanded in recent years with the increased number of foreclosed and abandoned homes in communities impacted economically; and

WHEREAS, Code Enforcement Officers are dedicated and highly qualified professionals who share the goals of preventing neighborhood deterioration, enhancing, and ensuring safety, and preserving property values through knowledge and application of house, zone, and nuisance codes and ordinances; and

WHEREAS, Code Enforcement Officers often have a highly visible role in the communities they serve and regularly interact with a variety of state officials, county officials, first responders, legislative boards, commissions, agencies, and bodies; and

WHEREAS, Code Enforcement Officers are called upon to provide quality customer service and excellence to the residents and businesses of the communities in which they serve.

NOW, THEREFORE, WE, THE COUNCIL OF THE TOWN OF LA PLATA, do hereby recognize October 2024 as NATIONAL CODE COMPLIANCE MONTH in the Town of La Plata. The Council encourages all citizens to recognize and express their appreciation for the dedication and service by the individuals who serve as our Code Enforcement Officers.

SEAL:

COUNCIL OF THE TOWN OF LA PLATA

Jeannine E. James, Mayor

David L. Winkler, Councilman

Matthew D. Trollinger, Councilman

Evalyne L. Bryant-Ward, Councilwoman

David M. Jenkins, Councilman

ATTEST:

Kelly G. Phipps
Interim Town Clerk

Date: _____



Town of La Plata **PROCLAMATION**

**PEDESTRIAN SAFETY AWARENESS MONTH
OCTOBER 2024**

WHEREAS, Statistics indicate that one pedestrian is hit every seven minutes, and tens of thousands of pedestrians – many of them children and older adults – are hit, hurt, and killed every year; and

WHEREAS, Statistics further indicate that pedestrian impulsiveness is too often a factor in the incidents of injury and death of pedestrians; and

WHEREAS, Statistics further indicate that drivers are not aware of or are ignoring crosswalk laws; and

WHEREAS, An average of 125 pedestrians die in crashes in Maryland every year; and

WHEREAS, Through continued public awareness, education, and enforcement of Maryland's pedestrian/crosswalk safety laws, death and serious injury can be significantly reduced; and

WHEREAS, The Council of the Town of La Plata is committed to encouraging a "walking downtown" in the Town of La Plata and wish to help ensure a safe pedestrian environment by promoting education about and enforcement of Maryland's pedestrian/crosswalk safety laws.

NOW, THEREFORE, WE, THE COUNCIL OF THE TOWN OF LA PLATA, do hereby proclaim October 2024 to be PEDESTRIAN SAFETY AWARENESS MONTH in the Town of La Plata. The Council encourages all citizens to look out for pedestrians, drive with care, and be aware of and comply with Maryland's pedestrian and crosswalk safety laws.

SEAL:

COUNCIL OF THE TOWN OF LA PLATA

Jeannine E. James, Mayor

David L. Winkler, Councilman

Matthew D. Trollinger, Councilman

Evalyne L. Bryant-Ward, Councilwoman

David M. Jenkins, Councilman

ATTEST:

Kelly G. Phipps
Interim Town Clerk

Date: _____



Town of La Plata **PROCLAMATION**

**WALKTOBER
OCTOBER 2024**

WHEREAS, Walking is the State of Maryland's official exercise; and

WHEREAS, Walking is known to provide physical and mental benefits that boost our emotional well-being; ease symptoms related to chronic mental health conditions like anxiety and depression; improve cardiovascular health, weight loss and sleep; reduce cholesterol and tiredness; and increase energy and endurance; and

WHEREAS, Walking is a critical component of well-being for people throughout our state; and

WHEREAS, Walking, with or without assistance, is an activity available to people of all ages and abilities; and

WHEREAS, Walking is a key element of Maryland's transportation and recreation network; and

WHEREAS, The Town of La Plata is committed to creating a walkable and sustainable community, and

WHEREAS, Remembering that we are all pedestrians at some point during our day, WALKTOBER brings heightened attention to pedestrian safety in conjunction with the National Highway Traffic Safety Administration's October National Pedestrian Safety Month.

NOW, THEREFORE, WE, THE COUNCIL OF THE TOWN OF LA PLATA, do hereby proclaim October 2024 to be WALKTOBER in the Town of La Plata. The Council encourages all citizens and businesses to incorporate walking into their day-to-day lives and operations.

SEAL:

COUNCIL OF THE TOWN OF LA PLATA

Jeannine E. James, Mayor

David L. Winkler, Councilman

Matthew D. Trollinger, Councilman

Evalyne L. Bryant-Ward, Councilwoman

David M. Jenkins, Councilman

ATTEST:

Kelly G. Phipps
Interim Town Clerk

Date: _____



TOWN OF LA PLATA

305 Queen Anne Street
Post Office Box 2268
La Plata, Maryland 20646

MEMORANDUM

To: Mayor and Council, Town of La Plata
From: Kristen DeMarr, PW Project Manager
Subject: Water Meters Purchase Request
Date: September 27, 2024

The Public Works Department is requesting to purchase 5/8 x 3/4" water meters. We currently have 300 meters in stock. When purchasing meters, the more you order the shorter the lead time. Understanding the lead time dynamic, we typically order a larger quantity of meters to replenish stock. The current order request is to replenish inventory to support the growth in Pinegrove.

The Town is under contract with Mueller for meter purchasing and AMI system support through the Sentryx platform. Water Works Metrology is Mueller's sole sourced distributor for Mueller meter products. The Water Works Metrology meter quote in the amount of \$286,985.00 is attached. This purchase will be paid for using Water Distribution Enterprise funds.

It's important to note the cost of the water meters has risen by 29% vs. the last purchase in December 2022. To cover this increase, Finance proposes raising the water meter fee from \$705 to \$798, reflecting a 13% increase. We recommend implementing this fee adjustment concurrently with any changes based on the utility rate study results. This will streamline the process and ensure that our rates accurately reflect the current costs associated with water service provision.

I request that Council authorize the Town Manager to sign this quote and approve the purchase of the 500 Mueller 5/8x3/4" meters. Danny Wood, Acting Director of Public Works, and Karina Larsen, Town Treasurer, will be happy to answer any questions at the upcoming October 8th Council session. Thank you for your consideration.

Attachments:

1. Water Works Metrology Quote
2. Mueller / Water Works Metrology Sole Source Letter
3. Mueller Contract

CC:

Jeanine James, Town Mayor/CEO
Michelle Miner, Assistant Town Manager
Karina Larsen, Town Treasurer
Danny Wood, Acting Assistant Director of Public Works
Kelly Phipps, Director of Legislative Services

WATER WORKS METROLOGY, LLC

Prepared for: TOWN OF LA PLATA
Re: 420 RDM METERS

Attn: JEFF GARNER

Quote #: JAY09231305

Monday, September 23, 2024

This quote represents our interpretation of the plans & specifications and is offered as an aid to bidding only. Customers should verify all materials & quantities before bidding or ordering.

Special order material & other non-stock items may be non-returnable or subject to cancellation charge. They must be shipped to the customer within 30 days of receipt by our company.

Prices are effective if:

Ordered by: 10/23/2024

Shipped by: 12/12/2024

All material is subject to price change to reflect any price increases from our manufacturers, especially due to force majeure.

Our company is not responsible for delivery delays, cancellations or price increases resulting from any cause beyond our control. These include, but are not limited to: manufacturers' shortages, availability, or timeliness of transportation, materials, fuels or supplies.

This quote is not a contract to supply material or guarantee of product availability.

Print Name

Date

Signature

Quotation

Date: 9/23/2024
Order by: 10/23/2024
Ship by: 12/12/2024
Prepared by: Jay Buerger

Quote #: JAY09231305

Quantity	Description	Unit	Unit Price	Ext Price
500	5/8X3/4,RDM,PB,SG,ME8,5'NODE6	EA	\$ 573.97	\$ 286,985.00
	FREIGHT BILLED SEPARATELY			
	3% FEE FOR CREDIT CARD PAYMENT			
	Total:			\$ 286,985.00

TOWN CONTRACT

AGREEMENT

THIS AGREEMENT is made this 30TH day of JUNE, 2011, by and between THE TOWN OF LA PLATA, a municipal corporation of the State of Maryland, hereinafter referred to as the "Town," and Mueller Systems, LLC., hereinafter referred to as "Contractor".

RECITALS

WHEREAS, on MARCH 31, 2011, the La Plata Town Council authorized the Town Manager to enter into a contract regarding INSTALLATION OF METERS RES. 11-6 (hereinafter, the "Project", "Good" or "Service").

WHEREAS, the Contractor and the Town pursuant to that authorization are entering into this Agreement for the above (Professional Service) pursuant to a response to the Town's Request for Proposal (hereinafter, the "RFP"), all of the bid documents and responses which are hereby incorporated herein, in exchange for a fee schedule as bid and other valuable consideration.

TERMS

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

ARTICLE I. SCOPE OF SERVICES

The professional service shall include all work, items, processes outlined in the recitals above, in the RFP for the service and related documents, as well as all other work, items, processes as reasonably required by the Town.

ARTICLE II. PERIOD OF PERFORMANCE

Contractor agrees to commence work in accordance with the terms of the RFP immediately upon execution of the Contract and shall perform all other services required by this Agreement or by the Town as expeditiously as is consistent with good professional skill and best industry practice. Time is critical factor in the successful execution of the terms of this Agreement.

ARTICLE III. FEE FOR SERVICES

In exchange for these good and valuable services the Contractor will receive a fee as follows: As Per Bid

ARTICLE IV. THE CONTRACT DOCUMENTS

This Agreement and the following enumerated documents form the Contract. The documents identified below are as fully a part of the Contract as if hereto attached. They constitute the entire understanding of the parties and supersede any prior proposals or agreements:

- A. Request for Proposals (RFP)
- B. Town of La Plata Bidding Specifications and Standards for Public Works Construction, Goods or Services.
- C. Town of La Plata Specifications and Standards for Public Works Construction
(when appropriate).
- D. Contractor's Responses

ARTICLE V. CONTRACTOR SERVICES

As directed by the Town, Contractor shall:

- A. Be responsible for the preparation, technical completeness and sufficiency of all submitted proposals.
- B. Comply with the Charles County Code, the Town of La Plata Code and Charter, The Town of La Plata Specifications and Standards for Public Works Construction, when applicable, and all pertinent Federal, State, and County laws and regulations.
- C. Attend hearing/conferences with Town or persons designated by Town as necessary for the successful completion of this Agreement.
- D. Be responsible directly to the Town Manager or their designee, who is the Town's agent and duly authorized representative to whom Contractor shall ordinarily direct communication and submit documents for approval and from whom Contractor shall receive directions concerning the subject of this Agreement and approval of any documents in writing. For the purposes of Agreements dealing with Public Works Construction, Goods or Services, the Town Manager's designee is the Director of Operations (hereinafter, the "Director of Operations"). Any revisions requiring additional compensation to Contractor shall not be

commenced without the Town's written authorization recommended by the Director of Operations and approved by the Town Manager.

E. -- As directed, in the case of public works construction projects, and prior to final payment to a contractor or a subcontractor, arrange for a final inspection by the Director of Operations and review all outstanding claims which have not been settled during the construction phase of the Project contemplated by this Agreement and prepare a written report outlining the background and status of such claims and making recommendations as to the ultimate disposition of such outstanding claims.

ARTICLE VI. TOWN'S RESPONSIBILITY

The Town shall provide information regarding its requirements, including related budgetary information. However, the Contractor shall notify the Town in writing of any information or requirements provided by the Town, which the Contractor believes to be inappropriate.

ARTICLE VII. COOPERATION

The Contractor agrees to perform its services under this Contract in such manner and at such times so that Town and/or any contractor who has work to perform, or contracts to execute, can do so without unreasonable delay. Contractor further agrees to coordinate its work under this Agreement with any and all other contractors deemed necessary by the Town.

ARTICLE VIII. OWNERSHIP OF DOCUMENTS

A. Town shall have unlimited rights in the ownership of all drawings, designs, specifications, notes and other work developed in the performance of the Agreement, including the right to use same on any other Town Project without additional cost to Town, and with respect thereto Contractor agrees to and does hereby grant to Town an exclusive royalty-free license to all data which he or she may cover by copyright and to all designs as to which he or she may assert any rights or establish any claim under the patent or copyright laws. The Town's rights in ownership of documents under this Article shall include any and all electronic files generated by Contractor in the performance of its duties pursuant to this Agreement.

B. In the case of future reuse of the documents, Town reserves the right to negotiate with Contractor for the acceptance of any professional liability.

ARTICLE IX. SPECIAL PROVISIONS

A. Contractor may not assign or transfer any interest in this Agreement except with Town's written approval.

B. Town may waive specific minor provisions of the Agreement on Contractor's request in the interest of expediting the contract. Waiver shall not constitute a waiver of any liability ensuing there from.

C. Except as otherwise provided in the contract documents, the Town Manager, in consultation with the Director of Operations, shall decide all disputes after consultation with Contractor, and any other appropriate parties. The Town Manager's decision shall be reduced to writing and delivered to Contractor.

D. The Town Manager's decision shall be final and conclusive.

E. Until a dispute is finally resolved, Contractor shall proceed to meet the terms of this Agreement and comply with Town Manager's orders.

F. Contractor shall not hire or pay any employee of the Town or any department, commission agency or branch thereof.

ARTICLE X. TERMINATION

A. This Agreement may be terminated by the Town at the Town's convenience upon not less than thirty (30) days written notice to the Contractor.

B. In the event of termination, which is not, the fault of Contractor, the Town shall pay to Contractor the compensation properly due for services properly performed or goods properly delivered prior to the effective date of the termination and for reasonable reimbursable expenses properly incurred prior to the termination. No expenses for overhead or discontinuation of contract will be payable by the Town.

C. In the event the Contractor, through any cause fails to perform any of the terms, covenants, or provisions of this Agreement on his part to be performed, or if Contractor for any cause, fails to make progress in work hereunder in a reasonable manner, or if the conduct of Contractor impairs or prejudices the interest of the Town, or if Contractor violates any of the terms, covenants, or provisions of this Agreement, the Town shall have the right to terminate this Agreement for cause by giving notice in writing of the termination and date of such termination to Contractor. The Town shall have the sole discretion to permit the Contractor to remedy the cause of the contemplated termination without waiving the Town's right to terminate the Agreement. All drawings, specifications, electronic files and other documents relating to the design of the good, scope of the service or supervision of work, not in the public domain, shall

be surrendered forthwith by Contractor to the Town as required by the Town. The Town may take over work to be done under this Agreement and prosecute the work to completion, or procure the good or service, by contract or otherwise, and Contractor shall be liable to the Town for all reasonable cost in excess of what the Town would have paid the Contractor had there been no termination. The Town shall not be liable for any damages, overhead costs or equitable adjustments in the event of such termination.

ARTICLE XI. APPLICABLE LAW

The laws of the State of Maryland, excluding conflicts of law rules, shall govern this Agreement as if this Agreement were made and performed entirely within the State of Maryland. Any suit to enforce the terms hereof or for damages or other relief as a consequence of the breach or alleged breach hereof shall be brought exclusively in the courts of the State of Maryland in Charles County, and the parties expressly consent to the jurisdiction thereof and waive any right which they have or may have to bring such elsewhere.

ARTICLE XII. CHANGES

A. The Town Manager, through the Director of Operations, may, at any time, by written order designated or indicated to be a change order, make any change in the work within the general scope of this Agreement.

B. Any other written order from Town, which causes any change, shall be treated as a change order under this clause, provided that Contractor gives Town written notice stating the date, circumstance, and source of the order and the Town consents to regard the order as a change order.

C. Except as herein provided, no order, statement, or conduct of the Town shall be treated as a change under this clause or entitle Contractor to an equitable adjustment hereunder.

D. If any change under this clause causes an increase or decrease in the cost of, or the time required for, the performance of any part of this Agreement, whether or not changed by any order, an equitable adjustment shall be made and the Agreement modified in writing accordingly. If Contractor intends to assert a claim for an equitable adjustment under this clause, Contractor shall, within thirty (30) days after receipt of a written change order under (A) above, or the furnishing of written notice under (B) above, submit to the Director of Operations a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended by the Director of Operations. The statement of claim hereunder may be included in the notice under (B) above.

E. The amount of any adjustment to the contract sum under this clause shall be a negotiated fixed fee.

F. No claim by Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this Agreement or if made later than thirty (30) days after receipt as required herein.

H. The provisions of the Agreement shall be governed by the laws of the State of Maryland.

I. This Agreement represents the entire and integrated Agreement between the Town and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the duly authorized representatives of the Town and the Contractor.

ARTICLE XIII. SUCCESSORS AND ASSIGNS

The parties each binds itself, its partners, successors, assigns and legal representatives to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither party shall assign, sublet or transfer his interest, including but not limited to the proceeds thereof, in this Agreement, without the written consent of the other party.

ARTICLE XIV. INSURANCE

A. All Contractors shall obtain and maintain liability insurance coverage. The Contractor shall, within ten (10) days of the execution of this Agreement, file with the Town Manager, through the Director of Operations, the Certificate from an insurance company authorized to do business in the State of Maryland and satisfactory to the Town showing issuance of liability insurance in the amount of at least One Million Dollars (\$1,000,000.00) coverage with a deductible no greater than Ten Thousand Dollars (\$10,000.00). Contractor shall be fully and completely responsible to pay the deductible. Unless waived in writing by the Town, the Certificate shall bear an endorsement in words exactly as follows:

The insurance company certifies that the insurance covered by this certificate has been endorsed as follows: "The insurance company agrees that the coverage shall not be canceled, changed, allowed to lapse, or allowed to expire until ten days after notice to: Daniel Mears, 305 Queen Anne Street, La Plata, Maryland 20646 (Town's Representative)."

B. In addition, Contractor shall, throughout the term of this Agreement, maintain comprehensive general liability insurance in the following amounts and shall submit an insurance certificate as proof of coverage prior to final Agreement approval:

1. Personal injury liability insurance with a limit of \$1,000,000.00 for each occurrence and \$1,000,000.00 aggregate, where insurance aggregates apply; and

2. Property damage liability insurance with limits of \$1,000,000.00 for each occurrence and \$5,000,000.00 aggregate, where aggregates apply.

C. Comprehensive general liability insurance shall include completed operations and contractual liability coverage. The Certificates of Insurance evidencing this insurance shall provide that the Town shall be given at least thirty (30) days prior written notice of the cancellation of, intention not to renew, or material change in coverage.

D. Contractor shall comply with the requirements and benefits established by the State of Maryland for the provision of Workers' Compensation insurance and shall submit an insurance certificate as proof of coverage prior to beginning work under this Agreement.

E. Contractor shall obtain both performance and restoration bonds, acceptable to the Town prior to commencing any public works construction project.

ARTICLE XV. INDEMNIFICATION

Each party to this Agreement hereby acknowledges and agrees that each party shall be responsible for and indemnify, and hold the other party harmless against any claim for loss, personal injury and/or damage that may be suffered as a result of their own negligence or willful misconduct in the performance of the services herein contracted for or for any failure to perform the obligations of this Agreement, including, but not limited to, attorneys fees and any other costs incurred by the Town in defending any such claim.

ARTICLE XVI. ADA COMPLIANCE

In performance of this Agreement for public works construction projects, or where there is an ADA component involved, the Contractor acknowledges that it is acting on behalf of the Town and warrants to the best of its professional information, knowledge, and belief that its design, product or completed infrastructure, will conform to, and comply with, the applicable provisions of the Americans with Disabilities Act. The Contractor hereby indemnifies and holds harmless the Town from damages and costs arising from any claim that the Contractor's has failed to conform to the applicable provisions of the Americans with Disabilities Act.

ARTICLE XVII. CERTIFICATIONS OF CONTRACTOR

The Contractor and the individual executing this Agreement on the Contractor's behalf warrants it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for it, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this Agreement.

ARTICLE XVIII. SET-OFF

In the event that the Contractor shall owe an obligation of any type whatsoever to the Town at any time during the term hereof, or after the termination of the relationship created hereunder, the Town shall have the right to offset any amount so owed the Contractor against any compensation due to the Contractor for the provision of Construction, Goods or Services covered by the terms of this Agreement.

ARTICLE XIX. MISCELLANEOUS

A. This Agreement is subject to audit by the Town, and the Contractor agrees to make all of its records relating to the goods or services provided to the Town available to the Town upon request and to maintain those records for six (6) years following the date of substantial completion of this Agreement; or a longer period, if reasonably requested by the Town.

B. If any term or provision of this Agreement shall be held invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be enforced to the fullest extent permitted by law.

C. The person executing this Agreement on behalf of the Contractor hereby covenants, represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of the Contractor.

D. All representations, warranties, covenants, conditions and agreements contained herein which either are expressed as surviving the expiration and termination of this Agreement or, by their nature, are to be performed or observed, in whole or in part, after the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

This Agreement is entered into as of the day and year first written above.

CONTRACTOR

By: Matt Thomas

Matt Thomas, VP Sales and Marketing
Mueller Systems, LLC.

THE TOWN MANAGER OF LA PLATA

By: Daniel J. Meas



Mueller Systems
10210 Statesville Blvd
Cleveland, NC 28037

phone: 704-278-2221
fax: 704-278-9616
muellersystems.com

08/09/2024

Town of LaPlata MD

Sole Source Letter for Mueller Metrology

To Whom It May Concern,

Mueller Systems is the original and only manufacturer for all Hersey Meters, Mueller Systems, or Mueller metrology brand water meters, check valves, equipment, registers, meter reading systems, or any other associated “parts” for these devices. Please note that only parts manufactured by Mueller should be used in the repair of meters, valves, and other products manufactured by Mueller.

Mueller markets our metrology products through Water Works Metrology, our sole authorized distributor for these products in the state of Maryland.

As always, we appreciate your business and look forward to assisting you in any way possible.

Sincerely,

Metrology Sales Manager
901.229.7557 - Mobile
krozelle@muellerwp.com



TOWN OF LA PLATA
305 Queen Anne Street
Post Office Box 2268
La Plata, Maryland 20646

MEMORANDUM

To: Mayor and Council
From: Karina Larsen, Treasurer
Subject: Finance Committee Ordinance
Date: October 4, 2024

At the September 10, 2024, meeting a consensus from council was given to introduce an ordinance aimed at establishing a Finance Committee. This initiative is intended to enhance our financial oversight and strategic planning capabilities, ensuring greater accountability and transparency in our financial operations.

Purpose of the Finance Committee:

The Finance Committee will serve several critical functions, including:

1. **Budget Oversight:** Reviewing and providing recommendations on the annual budget, ensuring alignment with community priorities and fiscal responsibility.
2. **Financial Reporting:** Monitoring financial statements and reports to facilitate informed decision-making.
3. **Policy Development:** Assisting in the formulation of financial policies that promote sustainable fiscal practices.
4. **Public Engagement:** Engaging with community members to gather input on financial matters and foster transparency.

Committee Composition:

The proposed ordinance outlines a committee consisting of 5 members from the community with different backgrounds. This diverse composition will ensure a broad range of perspectives and expertise in our financial deliberations.

Next Steps:

I encourage all council members to review the attached draft ordinance. I propose that we discuss

this during our next council meeting to address any questions or concerns and to consider a vote on its adoption.

Thank you for your attention to this important initiative. I look forward to your support in establishing the Finance Committee, which will play a vital role in our commitment to sound financial management.

COUNCIL OF THE TOWN OF LA PLATA
Resolution 24-21

Introduced By:	Mayor Jeannine E. James
Date Introduced:	October 08, 2024
Date Adopted:	
Date Effective:	

A RESOLUTION concerning

Water Meter Purchase

FOR the purpose of authorizing the Chief Executive Officer to enter into a contract purchase agreement for the purchase of water meters; and all matters generally relating thereto.

* * * * *

WHEREAS, the Town of La Plata has established a safe and clean water supply for the citizens of the Town; and

WHEREAS, the Town requires meters and associated setters to track water distribution to customers on an as needed basis; and

WHEREAS, the Town staff recommends the upgrade and replacement of equipment and components as necessary to continued efficient operation; and

WHEREAS, operational needs necessitate that the Town replenish its supply of meters; and

WHEREAS, there exists a purchase contract between the Town of La Plata and Mueller Systems, LLC, for the purchase of parts and components proprietary to the Sentryx platform; and

WHEREAS, Mueller Systems, LLC, recognizes Water Works Metrology as the sole authorized distributor of parts and components proprietary to the Sentryx platform in the state of Maryland; 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, Town Code, Chapter 43, Section 43-5 provides that the Town Council

Resolution 24-20

may, by a two-thirds majority, authorize the bypassing of any or all bid procedure steps in cases which warrant such approval. By the same two-thirds majority, it may allow the Chief Executive Officer to directly negotiate with any supplier if it is in the best interest of the town to do so; and

WHEREAS, the Town Council agrees that it is in the best interest of the Town to contract with Water Works Metrology of Raleigh, North Carolina, for the quoted price of two hundred eighty-six thousand, nine hundred eighty-five dollars (\$286,985.00), for the purchase of five hundred (500) water meters.

48 **NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE TOWN OF**
49 **LA PLATA** that Jeannine E. James, Chief Executive Officer, is hereby authorized to execute
50 and deliver, on behalf of the Town of La Plata, a Contract Purchase Agreement with Water
51 Works Metrology of Raleigh, North Carolina, for the quoted price of two hundred eighty-six
52 thousand, nine hundred eighty-five dollars (\$286,985.00), for the purchase of five hundred
53 (500) water meters.
54
55 **ADOPTED AND APPROVED** by the Council of the Town of La Plata on _____, 2024.

SEAL:

COUNCIL OF THE TOWN OF LA PLATA

Jeannine E. James, Mayor

David L. Winkler, Councilman

Matthew D. Trollinger, Councilman

ATTEST:

Evalyne L. Bryant-Ward, Councilwoman

Kelly Phipps
Interim Town Clerk

David M. Jenkins, Councilman

Date: _____, 2024

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:**
10

11 **Date Effective:**
12

13
14 **AN ORDINANCE** concerning
15

16
17 **Finance Committee**
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 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

Attest:

Evalyne Bryant-Ward, Councilwoman

Kelly G. Phipps
Interim Town Clerk

David M. Jenkins, 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.