

The Town of
GLEN ECHO
Chartered 1904

Town Hall • 6106 Harvard Avenue • Glen Echo • Maryland 20812 • (301) 320-4041
townhall@glenecho.org

Town Council Meeting Minutes
February 10, 2020

CALL TO ORDER: MAYOR WILLEM POLAK. 8:00 PM

Mayor Willem Polak announced that the meeting is being recorded.

Present: Mayor: Willem Polak. Councilmembers: (CM) Dia Costello (arrived at 8:30pm), Dan Spealman, Matt Stiglitz, and Julia Wilson. Town Manager: (TM) Beth Boa.

Residents: Laetitia Anderson (Harvard), Raya Bodnarchuk (Harvard Ave), Emily Parsons (The Echo), Holly Shimizu (Bryn Mawr), Edie Springuel (Vassar Circle), Charlie Trowbridge (Wellesley).

ACTION ON JANUARY 13, 2020 COUNCIL MEETING MINUTES:

Minutes of the January 13, 2020 Council meeting were approved as amended.

Motion to Approve as amended: CM Spealman; 2nd CM Wilson. Approved 3-0 (CM Costello was absent).

ENVIRONMENTAL COMMITTEE (GEEC):

Holly Shimizu (Bryn Mawr Ave), Chair of the GEEC, reported on the Glen Echo Environmental Committee meeting of January 22.

- Stormwater Management Grant: Ana Rasmussen (Bannockburn) spoke to the GEEC about Bannockburn's efforts to obtain a Chesapeake Bay Trust grant to remedy stormwater issues. They spent \$30,000 for expert help on this effort, which is prohibitive for the Town.
- Rain Garden Advice: GEEC will provide free advice to residents on installing rain gardens on their property. Rain gardens are a recognized and approved tool for storm water management.
- The planting of the Nancy Long Bird and Butterfly Garden will take place on April 19. All are welcome to help out. A formal dedication will take place in June.
- A Tree Committee has formed as part of GEEC; it will prepare a "Tree Guide" for the Town. It is being led by Speke Wilson (University Ave).

WASTE/RECYCLING UPDATE:

Last August, the Town found out through word of mouth that Goode Companies was no longer accepting glass as part of the recycling program. This was because glass was contaminating the other recyclables, including paper. As glass is listed in the contract that the Town has with Goode, the Town notes that Goode is in violation of the contract and has decided to look for a vendor that will accept glass. The Town's contract with Goode is renewable each June through 2022. The Council noted that residents have contacted them urging that the Town work on recycling glass and a more reliable recycling vendor.

TM Boa researched vendors that do 'dual stream' recycling. Dual stream means that paper would be collecting in the green wheeled Toter and all other recyclables (glass, metal, plastic) would be collected in a separate bin provided by the Town.

TM Boa approached Montgomery County Sanitation and Recycling, Inc (private company) in October to request a bid for waste services. This company provides only dual stream recycling and not commingled recycling. The bid received from Montgomery County Sanitation and Recycling was for \$3,384/ month which includes dual stream recycling. Currently the Town pays \$3,100/month. The increase would be \$284/month (\$3,408 increase for the year). The current budget is \$40,000 for waste services and the total expenses for Goode is \$37,200 for the year. The total for Montgomery County Sanitation and Recycling would be \$40,608 for the year. TM Boa will contact Montgomery County Sanitation and Recycling to ask it to lower its bid.[Since the date of this meeting, the bid was lowered to \$3,200/month and \$38,400/year]

TM Boa contacted Montgomery County DEP regarding the vendors it uses for dual stream recycling; one declined to bid and the other did not respond. TM Boa also contacted the cities of Rockville and Gaithersburg regarding their vendors for recycling. Gaithersburg uses Goode Companies.

The Council will consider changing waste vendors at the March Council Meeting so that the Town can return to recycling glass. The Town will need to invest in new recycling tubs for residents and educate residents about the new recycling guidelines: paper would be separate from all other recyclables.

DISCUSSION OF DEBRIS PROPOSAL FROM ROLLING ACRES LANDSCAPING:

- Background: A recent push by Montgomery County to bring all municipalities under a debris/hazard management umbrella agreement that would assure coordination under a Federal Emergency Declaration Event has brought to the Town's attention the need to assure emergency response services for TOGE. The Debris Management MOU with the county that the Town signed in November 2019 has brought this issue to the Town's attention. In the event of a storm that causes damage to the Town the Town management is responsible for clearing its streets of debris. Some municipalities have their own public works departments that can be called upon to clear debris; TOGE does not.
- Plan of action: Given this need to be prepared for local storm/debris management, TOGE has reached out to its primary Town storm support services provided by Rolling Acres Landscaping (RAL). In discussions with RAL, TOGE requested the development of an insurance-like proposal that would create a retainer arrangement that would guarantee the availability of emergency support services for debris removal. A draft report is attached.
- According to this proposal, RAL would prioritize supporting the Town in such an emergency. Proactively contracting with RAL for their assistance during an emergency would provide an insurance policy for the Town as well as protect the Town from price gouging in a storm/other emergency. The Town would be first in line for their services and this would ensure protection of Town residents.

TM Boa will ask other municipalities without a DPW how they intend to handle a debris event. Proposals from other potential service providers will also be requested if any companies are available to provide such services. CM Wilson discussed the proposal from RAL.

DISCUSSION AND APPROVAL OF FY20 BUDGET AMENDMENTS:

Recommended FY 20 Budget Amendments:

TM Boa presented two budget amendments. The budget amendment for stormwater was postponed until the Town gets additional bids on stormwater solutions.

EXPENSES:

Line Item 20.1 - Salary:

The Town is converting the Manager position to a salaried position at \$60,000/year. The current budget for personnel services is \$46,800. To meet this change, \$5,500 needs to be appropriated to cover the increase in salary for the remaining 5 months of the fiscal year (FY20) from the excess funds in the budget. The next fiscal year begins July 1, 2020 and the budget for salary for FY21 will be \$60,000.

Motion to Adopt FY20 Budget Amendment 20.1: CM Spealman; 2nd CM Wilson. Approved 4-0.

STORMWATER ISSUES IN TOWN (report attached):

Joe Toomey, PE, (Town Engineer) and Chamberlain Contractors looked at several sites in Town that are affected by stormwater. Chamberlain presented an estimate for remedying four sites. TM Boa will ask Mr. Toomey to recommend two other contractors to obtain bids. The Council agreed that the sites at 26 and 30 Wellesley Circle will be prioritized. TM Boa will contact the owner of 6006 Harvard regarding proposed fixes for that address.

FINANCIAL REPORT FOR THE MONTH OF JANUARY: (copy attached)

The month of January was an average month as far as revenues and expenses.

TM Boa reached out to the Comptroller of Maryland regarding the Admission and Amusement Tax. The Town earns a percentage of the ticket sales for carousel rides at the Park. The Town budgeted \$300 in revenue for this revenue for FY20 and has received \$1,150 for Quarters 1 & 2. The Comptroller reported that what they have distributed to the Town has been reported to them by the taxpayers as SUB-DIV 1605 - Glen Echo. So, in their records it is correct. TM Boa will directly contact the amusement vendors listed on the distributions. Last year the Town received \$523.

EXPENSE HIGHLIGHTS FOR JANUARY 2020:

- Bolt Legal \$5,275 which includes the Council meeting and the hearing in December.
- Hughes Landscaping for \$6,946 for leaf collection. This brings the total to \$12,300 (budget is \$15,600 for FY20).
- \$2,625 for snow / ice treatment by Rolling Acres. This is 14% of the Town's FY20 snow removal budget.

Motion to Approve the January Financial Report: CM Wilson; 2nd CM Spealman. Approved 4-0

OPERATIONS REPORT: Infrastructure; Administrative

Town Operations and Activities during the month of February include:

Infrastructure Issues:

- **Street name signs:** Serious consideration needs to be given to the Town street name signs and traffic directives (no parking). The poles need to be replaced as well; they are rusted and most are leaning. The Glen Echo Fire Department and motorists cannot read the signs, especially at night, which is dangerous when an emergency response is needed for a 911 call. The recommended font is highway gothic. Joe Cutro, Traffic Engineer, prepared a report and street sign inventory with

recommendations to replace the signs. His report is attached. The FY20 budget includes \$5,000 for street signs.

- Improvements in the Town's signage are based on Federal and State standards found in Federal Highway's Manual on Uniform Traffic Control Devices (MUTCD) a document issued by the Federal Highway Administration. This manual specifies the standards by which traffic signs, road surface markings and signals are designed, installed and used. The requirements for compliance are quite specific, to the point of identifying the type of font required – Highway Gothic.

FY2020 Street Sign Specifications Are:

- They need to be placed on 8.5' tall posts;
- They must be composed of high-intensity retroreflective text and background;
- The Highway Gothic font must be used.
- The costs for replacing signs and poles is approximately \$6,200 including labor/material costs. There is \$5,000 in the budget for street signs. TM Boa will request a quote from Shannon Baum on poles similar to those used in Town currently and for signs with a decorative carousel on the top.

The Council discussed the possibility of a different font – perhaps one that is more legible than the current cursive font, but also still distinctive and unique to the Town. Some citizens wanted to keep the cursive format (though perhaps a more legible, larger version). Others suggested we look to historic fonts relevant to Town (the neon Glen Echo Park sign, the Town's initial brochure, etc.)

- **Storm Drain Cleaning:** Mayor Polak, TM Boa, and Joe Toomey surveyed the Town for the location of storm drains. Joe Toomey recommended they get cleaned out to prevent storm water back up. TM Boa requested bids from three firms for cleaning the 10 storm drains in Town: Chamberlain's estimate is \$4,875; Rolling Acres' is \$2,350. Hughes Landscaping has not responded.
- **Streetlights:** Delegate Al Carr drafted legislation that is designed to empower municipalities and counties to invest in efficient street lighting (LED). It is enabling legislation that better defines the process for how a local government could acquire the street lighting infrastructure from the utility and resolve any disputes about the price, inventory or process. It requires that the MD PSC approve tariffs that facilitate local government ownership/control of the street lighting infrastructure. Del Carr is requesting municipalities consider whether they would support this legislation. MML would likely support the bill if introduced.

Events:

- **Emergency Planning:** On the recommendation of the County's Department of Emergency Management and Preparedness the Town is making an effort to engage its citizens in emergency preparedness. To this end, the Town hosted an emergency planning speaker on January 30. Patrick Fleming from Montgomery County Office of Emergency Management and Homeland Security made the presentation and provided the Town with emergency planning booklets for residents. TM Boa has scheduled a CPR class for residents February 29.

Administrative:

- **PNC Bank:** The Town now has checking, Money Market and credit card accounts at PNC Bank. Once all the checks clear at SunTrust TM Boa will close all accounts there.

- **Interest Comparison:** The Money Market fund at PNC earns 1.5% and the MLGIP (investment pool) Portfolio earns approximately 1.65% (varies). TM Boa will move some of the funds of the Money Market to the MLGIP.
- **Records Retention:** The Town has received the final signed document from the state archives approving the formal Records Retention Schedule for the Town of Glen Echo. This document will now allow the Town to preserve all necessary documents and discard others according to the schedule. This guarantees the proper preservation of important Town documents. Julie Sparacino, the Town's Records Contractor, will assist in the organizing/discarding of documents covered in the schedule. The Town received several boxes of documents from former Mayor Beers and Sarah Hedlund of the Montgomery County Historical Society will review those as to where they fit in archives/records.
- **A Wider Circle Community Pick-up:** A Wider Circle, a local non-profit organization dedicated to lifting people out of poverty has agreed to work with the Town to collect valuable, reusable furnishings. Many of the other local municipalities have made such arrangements with A Wider Circle. Such a pick up can be a one-time event or the Town can schedule regular pick-ups if the first pick up goes well. TM Boa sent a Constant Contact to gauge residents' interest. There was some interest reported; TM Boa will set up a community pick up this spring.

PERMIT UPDATES AND NOTICES REPORT:

Vassar Circle: Town Engineer Joe Toomey provided a written report and photographs of the site at Vassar Circle. The report is attached to the minutes.

6009 Princeton Avenue (DPS 901928) Shed. Mayor's Recommendation: Approve

6101 Harvard Avenue (DPS 902125) Addition. Laetitia Anderson discussed their planned addition. The Town had Joe Toomey, PE, review the application. The Andersons will remove fallen tree from behind their house on Yale. The work should take seven months; the Andersons will move out of the house during construction.

OTHER BUSINESS:

Update on Livable Community Committee: CM Wilson

Winterlude was very successful; it was held February 1 and raised \$300 for Green Tree Family Shelter. Next year the Committee will plan for a rain date.

The Committee proposed April 19 as Founder's Day. April 19 the Town Hall is booked so it was changed to April 26. The celebration will include some link to the history of the Town. Games will be included for residents' entertainment.

ADJOURNMENT:

Motion to adjourn: CM Stiglitz; 2nd CM Costello. All in favor. Meeting Adjourned 10:05 pm

Minutes Prepared by: Beth Boa, Town Manager

Approved by: Willem Polak
Mayor, Willem Polak

Date: March 9, 2020

The Town of
GLEN ECHO

Chartered 1904

Town Hall • 6106 Harvard Avenue • Glen Echo • Maryland 20812 • (301) 320-4041
townhall@glenecho.org

**TOWN OF GLEN ECHO
COUNCIL MEETING AGENDA
MONDAY FEBRUARY 10, 2020**

8:00 PM CALL TO ORDER: Polak

1 8:00 PM ACTION ON JANUARY 13, 2020 COUNCIL MEETING MINUTES:

DISCUSSION: Polak

MOTION _____ SECOND _____ VOTE: _____

8:05 PM PRESENTATION FROM ENVIRONMENTAL COMMITTEE: Costello

2 8:20 PM WASTE/RECYCLING UPDATE: Boa

3 8:30 PM DISCUSSION OF DEBRIS PROPOSAL BY ROLLING ACRES: Wilson

4 8:45 PM BUDGET AMENDMENT:

DISCUSSION: Polak

MOTION _____ SECOND _____ VOTE: _____

5 8:55 PM FINANCIAL REPORT: Boa

MOTION _____ SECOND _____ VOTE: _____

6 9:00 PM TOWN OPS REPORT: Boa

- Street signs
- Update on status of records retention schedule
- A Wider Circle community collection

9:10 PM BUILDING UPDATES & PERMITS:

1. **6009 Princeton Avenue (DPS 901928)** Shed. Mayor's Recommendation:
2. **6101 Harvard Avenue (DPS 902125)** Addition. Mayor's Recommendation:
- 7 3. **Vassar Circle** – Written Update from Joe Toomey.

9:20 PM

OTHER BUSINESS

8

1. Update on Livable Community Committee: CM Wilson
2. Stormwater issues in Town: Polak

9:30 PM

ADJOURNMENT

February 7, 2020

Town of Glen Echo
6106 Harvard Ave
Glen Echo, MD 20812

To: Council Members and Mayor Polak
From: Beth Boa, Town Manager

Summary: Emergency Proposal

Municipalities in Montgomery County were asked to sign a memorandum of understanding with the County for managing debris in an emergency situation. This could be a FEMA declared emergency or something more local that just affects the Town. (If there is a FEMA declared emergency, 75% of such Town expenditures may be reimbursable. The Town is investigating whether its insurance coverage through LGIT would cover any costs.) This could include a storm, flooding, or other event that uproots trees or damages buildings. The Town is required to clear streets and the County can then come in and remove the debris.

Since the Town of Glen Echo does not have a department of public works, there is an absence of support for the Town in such an event. The Town Manager, recognizing the reliable relationship already established with Rolling Acres Landscaping for snow removal, asked them to submit a proposal for supporting the Town in the event of an emergency that results in debris in Town and on Town streets.

According to this proposal, Rolling Acres would prioritize supporting the Town in such an emergency. Proactively contracting with Rolling Acres for their assistance during an emergency would provide an insurance policy for the Town as well as protect the Town from price gouging in a storm/other emergency. The Town will be first in line for their services and this will ensure protection of Town residents.

Rolling Acres proposes the following: They will work closely with the Town to develop an appropriate, emergency response plan for the Town. Upon an emergency weather situation, they propose the following steps:

- Activate select members of their Emergency Response team
- Immediately evaluate the severity, potential impact, safety concerns, and response requirements based on the initial information provided by their first responder on scene.
- Their supervisor will confirm safety aspects at site, including the need for mobilization of all necessary equipment. We will provide all safety barricades as needed; barriers, cones, temporary fencing, warning signs & caution tape etc.

- Their supervisor will coordinate and communicate with the Town manager as they progress on site & as the situation deems necessary
- They will provide a direct & immediate response and begin all cleanup & safety operations.
- They will continue to monitor the situation to ensure all clean-up is complete and the area remains secure & safe.
- They will maintain current detailed & accurate information on all work completed.
- The loss of power will not affect communication with Rolling Acres and our first responders: they have the most current technology and all essential personnel are readily available via cell phone, text and/or email.

Rolling Acres Landscaping will begin mobilization to the Town of Glen Echo **within 3 hours** of receipt of written or telephone notification by authorized personnel.

- **\$4,500.00 retainer due for the "on Call Emergency Services"**
- **The first \$2,500.00 of services rendered will be applied to the first invoice from the retainer.**
- **Up to \$2,000.00 of unused funds from the retainer can be rolled over to the next year.**
- **They will provide an annual review of all charges throughout the year.**



December 5, 2019

Jean Sperling
PO Box 598
6106 Harvard Avenue
Glen Echo, MD 20812

Email: sperling.jean@gmail.com
Phone:

Storm or National Emergency Proposal

Rolling Acres Landscaping Inc. is an award-winning design/build/emergency services & landscaping company, that was established by John Hyman in 1980. We have a long history of providing the DC, MD & Va. area with unmatched quality, personal service, & communication in all aspects of our business. To experience our emergency response team in high gear is quite impressive! We take extreme pride in our quality, speed & efficiency. Rolling Acres holds ourselves & our equipment up to the highest standards in the business. We have the best, the brightest & most advanced members on our team and in our fleet! We have a vast array of subcontractors that we work closely with, when the need arises.

The effects of Hurricane Isabelle were not lost on Maryland in September of 2003. Rolling Acres Landscaping was there to provide an immediate response and begin recovery efforts to the fallen & uprooted trees, broken fences and damaged buildings, throughout the Bethesda, Chevy Chase and the surrounding areas. During the downburst storms of 1990's & 2012, Rolling Acres Landscaping was on site in the Towns of Kenwood, Somerset & Chevy Chase working on the extensive damage. Numerous trees were uprooted & many large limbs were snapped. Wind in this downburst was estimated to be 90 to 100 mph.

We will work closely with your team to develop an appropriate, emergency response plan for your property/town. Our goal is to keep you informed, safe and capable of moving throughout your community regardless of the Mother Nature. Upon an emergency weather situation, we will take the following steps:

- We will activate select members of our Emergency Response team
- We will immediately evaluate the severity, potential Impact, safety concerns, and response requirements based on the initial information provided by our first responder on scene.
- Our supervisor will confirm safety aspects at site, including the need for mobilization of all necessary equipment. We will provide all safety barricades as needed; barriers, cones, temporary fencing, warning signs & caution tape etc.

Initial: _____

- Our Supervisor will coordinate and communicate with town managers as we progress on site & as the situation deems necessary
- We will provide a direct & immediate response and begin all cleanup & safety operations.
- We will continue to monitor the situation to ensure all clean up is complete and the area remains secure & safe.
- Rolling Acres will maintain current detailed & accurate information on all work completed.
- **The loss of power will not affect communication with Rolling Acres and our first responders: we have the most current technology and all our essential personnel are readily available via cell phone, text and/or email.**

Thank you for the opportunity to present you ("Owner and/or Town) with this proposal for your property. Rolling Acres Landscaping proposes to furnish all labor, materials and equipment to complete the following Project (hereinafter "Project"): Rolling Acres Landscaping will begin mobilization to the Town of Glen Echo within 3 hours of receipt of written or telephone notification by authorized personnel.

RAL LABOR RATES: TIME & MATERIALS: PORTAL TO PORTAL

- Labor Rate \$65.00 per man hour- 8 hour minimum
- Foreman \$85.00 per man hour -8 hour minimum
- Superintendent \$95.00 per man hour- 4 hour minimum
- Owner \$145.00 per man hour- 4 hour minimum
- Subcontractors to be invoiced @ total plus 20%
- All rental equipment to be invoiced @ total plus 20%

RAL EQUIPMENT RATES: TIME & MATERIALS: PORTAL TO PORTAL

- Dingo or Skid Loader \$125.00 per hour 8 hour minimum
- Mini excavator \$125.00 per hour 8 hour minimum
- Backhoe \$165.00 per hour 8 hour minimum
- Chipper \$175.00 per hour 8 hour minimum
- Dump Truck \$175.00 per hour 8 hour minimum
- Roll Off Truck \$195.00 per hour 8 hour minimum
- Trailers \$75.00 per hours 8 hour minimum
- All equipment comes with an operator.
- All labor and equipment rates are portal to portal
- All materials are extra
- All rental equipment is priced separately
- All equipment has a 8 hour minimum
- Equipment move charge is \$ 295.00 per move
- Subcontractors to be invoiced @ total plus 20%
- Any additional hours after the first 8- are invoiced at a rate of time & a half

Initial: _____

- Invoices will be submitted weekly and due upon receipt.
- \$4,500.00 retainer due for the "on Call Emergency Services"
- The first \$2,500.00 of services rendered will be applied to the first invoice from the retainer.
- Up to \$2,000.00 of unused funds from the retainer can be rolled over to the next year.
- We will provide an annual review of all charges throughout the year.

Retainer in the amount of \$4,500.00 due upon acceptance
Please initial upon acceptance _____

Rolling Acres Landscaping is supporting the nationwide eco-friendly effort. We can now email most correspondence and accept VISA and MasterCard to save paper and stamps! Send us an email to let us know what works best for you!

NOTE: Permits are not included in the Scope of Work unless expressly stated otherwise. In the event that the Owner expressly requests that Rolling Acres Landscaping obtain permits, Rolling Acres Landscaping will use commercially reasonable efforts to obtain any permits required by Local, State or other Government agencies on behalf of the Owner, but cannot guarantee or otherwise certify that any such permits or approvals shall be obtained. The Owner agrees to pay all fees and related costs on a Time & Materials (T&M) basis or Contract Price to obtain permits or government approvals, irrespective of whether such permits or approvals are actually obtained.

NOTE: Please refer to the "CONCEALED CONDITIONS" clause in the Terms & Conditions of the contract.

NOTE: Prices are subject to change if contract is not accepted within 30 days.

NOTE: The Terms & Conditions pages attached are part of this Contract.

NOTE: Grading and soil are not included in Contract except where noted in the Scope of Work.

NOTE: All pricing subject to all portions of Contract being accepted in conjunction with one another and not individually.

NOTE: Rolling Acres Landscaping reserves the right to add a daily fuel surcharge to this Contract.

ACCEPTANCE OF CONTRACT: The above Scope of Work and Method of Compensation in the Landscaping Proposal and the Terms & Conditions below (and incorporated herein) constitute the entire Contract and agreement between Rolling Acres Landscaping and the Owner. This Contract shall be binding upon the parties hereto, their successors and assigns and shall be interpreted according to the laws of the State of Maryland. Terms of this Contract may not be modified orally. The Owner hereby expressly disclaims any other agreement between the parties and knowingly and intentionally waives, and shall not rely on, any prior or subsequent oral promise, agreement, statement or representation by any agent, owner, representative or employee of Rolling Acres Landscaping, Inc. contrary to the terms of this Contract. This Contract may only be altered, modified or amended in writing signed by the Owner and a duly authorized representative of Rolling Acres Landscaping. The parties hereby agree to all terms and conditions in the Proposal and Terms & Conditions as reflected by their signatures below. The parties understand and agree that this Contract constitutes the entire agreement between the parties and no

Initial: _____

bargain between the parties, including any warranty of merchantability or fitness for a particular purpose.

DEFAULT: In the event that Owner fails to make payments or otherwise breaches or materially defaults upon the Owner obligations in this Contract, title to all materials supplied by Rolling Acres Landscaping shall be and remain the sole property of Rolling Acres Landscaping unless and until payment has been received pursuant to the Terms and Conditions of the Contract.

CANCELLATION: In the event that the Owner (or Rolling Acres Landscaping, if expressly requested and agreed to in the Scope of Work above) is unable to obtain any necessary permits or approvals, Rolling Acres Landscaping may elect to cancel this Contract upon five (5) business day's written notice to Owner. In the event of cancellation, Rolling Acres Landscaping's liability, if any, for such cancellation shall be limited to the return of any deposited funds less any actual costs incurred by Rolling Acres Landscaping for any equipment, materials or labor actually supplied on a Time and Materials basis.

PLANT MATERIAL CHANGES AND CHANGE ORDERS: Changes in the Scope of Work, Contract Price, completion date, types and amount of plant material, or other matters may be accomplished after execution of the Contract without invalidating the Contract, by a written Change Order. The Change Order shall be in writing, signed by both Owner and a duly authorized representative of Rolling Acres Landscaping, and shall specify the change in the work, amount of any adjustment in the Contract Price, changes in plant material, and the extent of any adjustment as to the completion date. All charges will be billed at a Time & Materials (T&M) rate or Contract Price. No verbal or other amendments to the Contract will be effective unless the parties agree and execute a Change Order in writing as described herein.

DELAYS: Any Project and all orders may be subject to delays on the part of Rolling Acres Landscaping, due to inclement weather, labor difficulties, fires, floods, transportation issues, acts of God, government regulation, failure of suppliers', orders of civil or military authorities, national emergencies, other vendor or subcontractor delays, or any other causes beyond the reasonable control of Rolling Acres Landscaping. Rolling Acres Landscaping shall not be responsible or liable for any damages incurred or arising from any delays or circumstances beyond the reasonable control of Rolling Acres Landscaping.

UNDERGROUND UTILITIES: Rolling Acres Landscaping assumes the responsibility to contact Miss Utility prior to any digging, excavation, or other work involving the removal or addition of dirt, soil or other material. Utilities shall be requested to be marked prior to the projected start date. Markings are requested as paint and flags. Miss Utility shall be responsible for any markings and any damage, costs or expenses caused by any error or omission marking a utility. A minimum of seven (7) days notice is required by Miss Utility to have utilities marked. **Private utilities which cannot be marked by Miss Utility (i.e., dog fence, irrigation lines, outdoor lighting) fall under the CONCEALED CONDITIONS clause below.**

CONCEALED CONDITIONS: If conditions are encountered at a site which are (1) subsurface or otherwise concealed physical conditions of an unusual nature, and such conditions differ materially from those indicated by the Contract documents or (2) unknown physical conditions of an unusual nature, and such conditions differ materially from those indicated in the Contract documents and cause an increase in Rolling Acres Landscaping's costs or time required for performance of any part of the Scope of Work, the

Initial: _____

parties to the Contract shall be entitled to an equitable adjustment to the Contract Price, an extension to the Completion Date, or both, by Change Order.

SPECIAL CONDITIONS: Rolling Acres Landscaping will set trees/plants for approval by Owner or Landscape Architect on behalf of Owner. Any tree or plant that is moved after the initial placement will be billed on a Time & Materials (T&M) or Contract Price for all equipment, materials, and labor above original Contract Price. If Owner wants to plant specimen plants anywhere on site other than the original site, all work will be done on a T&M or Contract Price basis for all equipment, materials, and labor above original Contract Price. If Owner does not want plant material after the Contract has been signed, there will be a fifty percent (50%) credit of plant material cost given toward future work that has not been estimated or contracted for. Delivery of plant material will be billed at \$250.00 for a small truck and \$350.00 for a large truck above the contracted amount. Special equipment delivery cost: \$450.00 each way for pickup and delivery of \$900.00 round trip. Guarantee on specimen plant material will be a credit of one third (1/3) of the plant material cost credited toward future work that has not been estimated or contracted for.

COMPLAINTS: Any complaints or claims to Rolling Acres Landscaping must be made, in writing, within five (5) days after the completion of any work. As a condition precedent to the filing of any legal action, the parties agree to provide written notice of any such complaint or claim within five (5) business days and provide the opposing party a reasonable time to cure any alleged defect, complaint or claim. Any Project which is cancelled after an agreement to start the work will be billed to the Owner on a Time & Materials (T&M) (\$75.00 per man hour, portal to portal plus materials) basis for all materials and labor accumulated up to the date of cancellation. In any dispute or controversy concerning the performance of or arising out of this Contract, each party agrees to submit such dispute or controversy to the exclusive jurisdiction and venue of the Circuit Court of Maryland for Montgomery County. In the event that such dispute or controversy does not reach the subject matter jurisdiction of the circuit court, each party agrees to submit any dispute or controversy concerning the performance of or arising out of this Contract to the District Court of Maryland for Montgomery County.

RIGHT OF READY ACCESS: The Owner accepts the responsibility for obtaining written permission for the use of adjoining properties for access to work areas.

NON-SOLICITATION OF CONTRACTOR OR SUBCONTRACTOR'S EMPLOYEES: During and for two (2) years after the expiration of the term of this Contract, Owner shall neither solicit for employment nor employ any employee of Rolling Acres Landscaping or its subcontractors, without the prior written consent of Rolling Acres Landscaping or its subcontractor.

ASSIGNMENT: This Contract or portions hereof, shall be assignable by Rolling Acres Landscaping without the written consent of the other party, provided that no assignment shall be effective until written notice is provided in accordance with the terms and conditions of this Contract.

Work site to be rough graded +/- 1/4" from final grade. The site will be cleared of all debris (construction, miscellaneous, etc.).

Initial: _____

NOTICE: Any written notice or Communication required hereunder shall be delivered by hand, by Federal Express or similar overnight courier service or sent by first class mail, certified or registered mail, return receipt requested, to any party hereto at its respective address set forth in the beginning of the Contract.

Signed: _____
Owner

Date: _____

Initial: _____

Town of Glen Echo
Revenue/Expenses Actual vs Budget
 July 2019 through January 2020

	Jul '19 - Jan 20	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
01. Real Estate Property Tax	132,709	130,000	2,709	102%
02. Personal Property				
02.1 Corporate	1,148	2,000	-852	57%
02.2 Unincorporated	0	100	-100	0%
02.3 Public Utility	987	22,000	-21,013	4%
Total 02. Personal Property	2,135	24,100	-21,965	9%
03. State Income Tax	46,964	115,000	-68,036	41%
04. Highway	4,880	16,643	-11,763	29%
05. License/Permits				
05.1 Admissions & Amusement	1,150	300	850	383%
05.2 Build Perm	250	1,000	-750	25%
Total 05. License/Permits	1,400	1,300	100	108%
06. Rental Inc				
06.1 Post Off.	15,950	31,899	-15,949	50%
06.2 T H Rental	7,400	12,000	-4,600	62%
06.3 Parking Lot--Tulane	1,500	3,600	-2,100	42%
Total 06. Rental Inc	24,850	47,499	-22,649	52%
07. Interest	754	1,500	-746	50%
08. County Revenue Sharing	20,762	20,762	0	100%
09. Cable Franchise	851	3,500	-2,649	24%
10. Echo Newsletter				
10.1 Advertisements	2,032	2,000	32	102%
10.2 Subscriptions	0	100	-100	0%
Total 10. Echo Newsletter	2,032	2,100	-68	97%
11 Misc Revenue				
11.1 Walking Tour Book	16			
11.4 Env Project Restricted Inc	1,250			
Total 11 Misc Revenue	1,266			
Total Income	238,603	362,404	-123,801	66%
Expense				
Reconciliation Discrepancies	234			
20 Payroll				
20.1 Salary	31,395	46,800	-15,405	67%
20.2 Employer Taxes	2,420	4,500	-2,080	54%
20.3 Staff Training	716	2,000	-1,284	36%
Total 20 Payroll	34,531	53,300	-18,769	65%
21 Professional Services				
21.1. Auditor	7,327	8,000	-673	92%
21.2. Legal				
21.21 Town Attorney	16,271	25,000	-8,729	65%
21.22 Specialized Legal Svcs.	0	10,000	-10,000	0%
Total 21.2. Legal	16,271	35,000	-18,729	46%

Town of Glen Echo
Revenue/Expenses Actual vs Budget
 July 2019 through January 2020

	Jul '19 - Jan 20	Budget	\$ Over Budget	% of Budget
21.4 Oth Prof Svcs	331	5,000	-4,669	7%
21.5 Traffic Study Consultant	0	2,000	-2,000	0%
21.6 Records Ret./Archiving	1,771	5,000	-3,229	35%
21.7 IT Support	880	2,000	-1,120	44%
21.8 Arborist	525	750	-225	70%
21.9 Town Engineer/Bld. Insp.	11,445	20,000	-8,555	57%
21.10 Office Temporary Help	430	1,500	-1,070	29%
Total 21 Professional Services	38,980	79,250	-40,270	49%
22. Fixed Op Ex				
22.1 Office & TH Utilities				
22.11 Electrical	1,394	2,100	-706	66%
22.12 Gas	399	1,200	-801	33%
22.13 Telephone/Internet	1,671	3,200	-1,529	52%
22.14 WSSC	397	1,200	-803	33%
Total 22.1 Office & TH Utilities	3,861	7,700	-3,839	50%
22.2 Office				
22.21 Office Supplies	594	2,500	-1,906	24%
22.22 Software/Domain	1,008	1,500	-492	67%
22.23 Copier Rental	946	1,500	-554	63%
Total 22.2 Office	2,548	5,500	-2,952	46%
22.3 Bank Fees	308	250	58	123%
22.4 Website	334	3,000	-2,666	11%
22.5 Ins & Bond	1,996	3,000	-1,004	67%
22.6 Dues, Subs., Conf.	2,047	5,000	-2,953	41%
22.7 Admin				
22.71 Admin. Payroll Fee	1,211	1,500	-289	81%
22.72 Flyer Delivery Charges	60	300	-240	20%
22.73 Misc. Admin Fee	377	1,000	-623	38%
Total 22.7 Admin	1,648	2,800	-1,152	59%
22.8 Echo	1,177	3,200	-2,023	37%
22.9 Town Hall				
22.91 TH Supplies	1,575	2,250	-675	70%
22.92 TH Cleaning Service	1,595	3,500	-1,905	46%
22.93 TH Maintenance	2,550	4,000	-1,450	64%
22.94 TH Elevator Maintenance	425	1,600	-1,175	27%
Total 22.9 Town Hall	6,145	11,350	-5,205	54%
22.11 T H Improv	1,000	1,000	0	100%
22.12 Office Furniture & Equip.	221	2,000	-1,779	11%
Total 22. Fixed Op Ex	21,285	44,800	-23,515	48%
23 Streets				
23.1 Streetlights	4,935	9,500	-4,565	52%
23.2 Street Sweeping	1,120	4,000	-2,880	28%
23.3 Street Signs	0	5,000	-5,000	0%
23.4 Parking Lot--Town Hall	0	20,000	-20,000	0%

Town of Glen Echo
Revenue/Expenses Actual vs Budget
 July 2019 through January 2020

	Jul '19 - Jan 20	Budget	\$ Over Budget	% of Budget
23.5 Street Repair	0	15,000	-15,000	0%
23.6 Sidewalk Repair	0	5,000	-5,000	0%
Total 23 Streets	6,055	58,500	-52,445	10%
24 Town Services				
24.1 Community Contribution	4,000	4,000	0	100%
24.2 Landscape				
24.21 TH Landscaping	1,914	7,500	-5,586	26%
24.22 Town Right of Way	1,746	7,200	-5,454	24%
24.23 Environmental Imp Project	3,182	5,000	-1,818	64%
Total 24.2 Landscape	6,842	19,700	-12,858	35%
24.3 Snow Removal	3,516	25,000	-21,484	14%
24.4 Refuse/Recycling	20,055	40,000	-19,945	50%
24.5 Town Trees				
24.51 Town Tree Pruning	0	3,000	-3,000	0%
24.52 Town Tree Removal	1,650	5,000	-3,350	33%
Total 24.5 Town Trees	1,650	8,000	-6,350	21%
24.6 Leaf Removal	12,300	15,600	-3,300	79%
24.7 Community Events	6,077	8,500	-2,423	71%
Total 24 Town Services	54,440	120,800	-66,360	45%
Total Expense	155,525	356,650	-201,125	44%
Net Ordinary Income	83,078	5,754	77,324	1,444%
Net Income	83,078	5,754	77,324	1,444%

Town of Glen Echo

Revenue/Expenses by Month

July 2019 through January 2020

	Jul 19	Aug 19	Sep 19	Oct 19	Nov 19	Dec 19	Jan 20	TOTAL
Ordinary Income/Expense								
Income								
01. Real Estate Property Tax	294	7,726	6,537	59,765	10,489	3,501	44,398	132,710
02. Personal Property	0	909	0	219	8	990	9	2,135
03. State Income Tax	-8,859	8,859	0	2,357	44,606	0	0	46,963
04. Highway	-768	768	0	0	1,932	2,948	0	4,880
05. License/Permits	100	0	0	912	0	50	338	1,400
06. Rental Inc	2,833	5,708	0	3,608	4,318	7,657	725	24,849
07. Interest	-115	181	170	166	180	139	31	752
08. County Revenue Sharing	0	0	20,762	0	0	0	0	20,762
09. Cable Franchise	0	0	0	0	851	0	0	851
10. Echo Newsletter	0	0	0	0	0	250	1,782	2,032
11 Misc Revenue	16	0	0	0	0	1,250	0	1,266
Total Income	-6,499	24,151	27,469	67,027	62,384	16,785	47,283	238,600
Expense								
Reconciliation Discrepancies	0	234	0	0	0	0	0	234
20 Payroll	3,703	4,528	4,360	6,675	3,465	7,048	4,751	34,530
21 Professional Services	-2,201	4,812	7,355	10,361	6,122	5,253	7,278	38,980
22. Fixed Op Ex	5,187	1,487	2,214	2,738	2,137	2,450	5,072	21,285
23 Streets	606	1,743	651	694	760	780	819	6,053
24 Town Services	5,633	3,775	4,882	8,610	7,300	11,983	12,258	54,441
Total Expense	12,928	16,579	19,462	29,078	19,784	27,514	30,178	155,523
Net Ordinary Income	-19,427	7,572	8,007	37,949	42,600	-10,729	17,105	83,077
Net Income	-19,427	7,572	8,007	37,949	42,600	-10,729	17,105	83,077

Town of Glen Echo
Account Balances New

As of February 3, 2020

Feb 3, 20

ASSETS

Current Assets

Checking/Savings

PNC - Checking	52,000.05
PNC - Money Market	500,100.00
MD Local Gov't Investment Pool	83,397.16
SunTrust Cash-Checking	21,648.01
SunTrust MM	43,383.80

Total Checking/Savings 700,529.02

Total Current Assets 700,529.02

TOTAL ASSETS 700,529.02

LIABILITIES & EQUITY

Liabilities

Current Liabilities

Other Current Liabilities

Bond Deposit

Town Hall Deposit	200.00
Right of Way Bond	5,000.00

Total Bond Deposit 5,200.00

Total Other Current Liabilities 5,200.00

Total Current Liabilities 5,200.00

Long Term Liabilities

Wynne liability 6,100.00

Total Long Term Liabilities 6,100.00

Total Liabilities 11,300.00

TOTAL LIABILITIES & EQUITY 11,300.00

Town of Glen Echo
Expenses by Vendor Summary
January 2020

	<u>Jan 20</u>
Advance Business Systems	124
Blue Crab Contracting, LLC	600
Bolt Legal, LLC	5,275
Case Design/Remodeling, Inc	564
Digital Handyman, Inc	315
Goode Companies, Inc.	2,910
Hughes Landscaping & Supply Co. Inc.	6,496
Joseph F. Toomey Associates, Inc	833
Kelly Diamond	248
Liberty Lock and Security, Inc	600
Maid Brigade, Inc	290
Mary Ruttkay	256
Montgomery County Government	191
PEPCO - (streetlights)	952
Print 1 Printing & Copying	190
Rolling Acres Landscaping, Inc	2,625
Sun Trust Bankcard, N.A.	1,770
Verizon - Phone Line	387
Washington Gas	182
TOTAL	<u><u>24,808</u></u>

February 3, 2020

TO: Beth Boa, Manager, Town of Glen Echo

FROM: Joseph Cutro, P.E., Traffic Engineering Consultant

SUBJECT: Glen Echo Street Name Signs – Status and Recommendations

At your request, I have completed an examination of the Town's street name signs. To that end, I conducted a field survey in January of this year, the results of which are exhibited in the attached table.

Status

By my tally, the Town has 22 intersections of named streets lying within its limits. At present, street name signs are deployed at 20 of these locations. Only two intersections, at either end of Bowdoin Avenue, currently are without street name signs, presumably because that street has no legitimate addresses at this time. A 23rd intersection sometimes thought to be within Glen Echo – MacArthur Boulevard at Oberlin Avenue – appears to lie entirely within Montgomery County just beyond the Town limit.

Currently, the Town employs a uniform design of street name signs in two sizes. That design features a green background with white text in a unique (for a traffic sign) cursive script. For six intersections along MacArthur Boulevard, a single sign naming only the "side" street is used. These signs are a uniform 36" in width with a 9" blade height. For the 14 other intersections, the more conventional pair assembly is used to indicate the name of both crossing streets. These signs are all 20" wide and 4.5" in height. For both sign sizes, flat (as opposed to "extruded") blades are utilized exclusively.

Support for each sign or pair of signs is provided by a square tubular steel post with a cantilevered decorative bracket for each sign. The post and bracket combination provides a ground clearance (to the bottom of the sign) ranging from as little as 5 feet up to about 6½ feet at most.

Analysis (aka "What's Wrong With Our Signs")

According to local account, the Town's 20 existing street name sign assemblies were installed circa 2003. So at well over 15 years old, the generally poor condition of these installations should not be unexpected. The signs themselves still look decent enough, although any reflectivity that the signs originally had is now pretty much gone. It's the supporting posts and brackets that are in particularly bad shape. Many are badly rusted with much of the original painted finish peeling away. Most noticeable is that nearly all the posts are out-of-plumb ("leaning") to some degree, caused by a combination of the cantilevered bracket design and post installation depths that are probably too shallow.

Design-wise, all Town traffic signs should comply with documented guidelines contained in the FHWA's Manual on Uniform Traffic Control Devices (MUTCD), the national standard for the design and usage of traffic controls, including street name signs. As a matter of Maryland law (TR§ 25-106), all traffic signs installed by local authorities on public streets must conform to the MUTCD. Unfortunately, as outlined below, the Town's current street name signs fall well short of complying with both Maryland law and current best practices.

The outstanding characteristic of the Town's current street name signs is the use of cursive script for the text. Even without citing the MUTCD requirement for sans-serif block lettering, the fact is that the signs are effectively unreadable to motorists, and this may actually pose a liability issue for the Town. At the same time, the script text may have been an attempt by the Town to differentiate its streets from those of surrounding Montgomery County, and that is a legitimate public objective. However, there are better ways, validated by the MUTCD, to achieve that objective.

Regarding the intersections along MacArthur Boulevard, the MUTCD does not specifically require the main street itself to be identified, although a full sign pair identifying both streets is considered to be better practice. The current size of the signs, featuring a 9" blade height, is adequate.

For the Town's other intersections, the current street name signs are too small. For residential streets, the minimum blade height needed to support an appropriate letter size is 6 inches. Blade width can be variable, based primarily on the text length.

Another compliance problem is ground clearance – the Town's current street name signs are much too low. The low clearances defeat conspicuity and invite obstruction by anything from unkempt shrubbery to parked vehicles. Minimum ground clearance to a street name sign should be 8 feet.

Recommendations

I recommend replacement of all the Town's street name signs as soon as practicable. A townwide replacement effort is easily justified on the basis of the age and condition of the existing signs alone. Such a program would provide the opportunity to make much-needed improvements to the design and function of the signs as well.

My further, more specific recommendations for the Town's street name signs are based upon three objectives

- Compliance with MUTCD/State law and best practices
- Maximized conspicuity under a variety of conditions
- Clear-cut jurisdictional differentiation

I strongly recommend reversion to a more conventional sign support system, based on standard (2#/ft) U-channel or possibly 2 3/8" steel pipe. For better appearance in residential areas, "standard" galvanized steel should be avoided, with the posts finished in a durable powder-coat color of the Town's choosing (although dark green is the common "off-the-shelf" option here and will be the cheapest). The ideal post length would be 11', providing a 2½' in-ground drive depth and an 8½' ground clearance to the lowest street name sign. Posts can be specifically and consistently located to provide coincident support for STOP and other regulatory signs in order to minimize sign clutter.

As for the new street name signs themselves, I would recommend one of the MUTCD-approved color combinations illustrated in the attached exhibit. Assuming that the Town wishes to distinguish its streets and signs from Montgomery County's, however, the white-on-green combination should probably be avoided. Both sign facing and text (other than the color black) would be composed of "high-intensity" retroreflective material to provide better night-time visibility. For the text, I would recommend the highly legible and visually appealing "Highway Gothic C" font. While serif fonts (e.g., Times Roman) are not professionally recommended for traffic signs, they have been used without incident on street name signs in some communities. Another means of distinguishing the Town on street name signs is with pictographs (e.g., a Town logo), and these are permitted by the MUTCD.

As for sizing, signs on MacArthur Boulevard should be of 9" blade height with text composed of 6" initial capital letters and 4.5" lower-case letters. See the attached exhibit for illustrated examples. Blade lengths would be variable (at 6" increments) based on text length. While I would recommend that the town move up to a sign pair assembly showing both street names, sticking with a single sign that designates only the intersection's side street remains a viable choice for economy's sake. As they are today, all street name signs on MacArthur would be double-sided.

For all other intersections, street name signs should be of 6" blade height, with text composed of 4" initial capital and 3" lower-case letters. An example is shown at the lower right of the attached exhibit. Blade lengths would be variable (at 6" increments) based on text length. In general, all signs would be double-sided, but there might be locations (e.g. Wellesley Circle/Radcliffe Lane) at which a single-sided sign would suffice. The Town should also decide whether it wants to install street name signs of this size at the two ends of Bowdoin Avenue.

For the (aluminum) sign blades, I would choose flat rather than extruded blades. While not as strong structurally, the flat blades come with rounded corners that yield a "softer" appearance. For street names like University Avenue that might require a longer sign blade, thicker (0.125") flat blades are available to improve structural stability.

From: Joseph F. Toomey, Permit reviewer for the Town of Glen Echo
To: Willem Polak, Mayor, Town of Glen Echo
Subject: Progress report on Vassar Circle Development and Construction
Date: February 6, 2020

The status of the Vassar Circle development, as of Wednesday, February 5, 2020, finds the concrete driveway in place for #4 Vassar Circle, and the roadway widening project still awaiting utility repairs for the roadway base at lots 3 and 4.

Concrete for the driveway at #4 Vassar Circle was placed, except for the curb and gutter leading up to the apron section of the driveway. The apron section was placed with an incorrect elevation and slope, and is proposed to be corrected and completed during the week of February 10th, weather permitting. Design elevations have been marked in the field by the site plan engineer.

Concrete curb and gutter, damaged with by the WSSC work at lot 3 was replaced. The curb next to the replaced curb, damaged by the replacement work, has now been marked for replacement.

A photo of the partially completed driveway and apron is attached.

