

VILLAGE OF FRIENDSHIP HEIGHTS

VILLAGE COUNCIL

MELANIE ROSE WHITE, *Mayor*
MICHAEL MEZEY, *Chairman*
BRUCE R. PIRNIE, *Vice Chairman*
ALFRED MULLER, M.D., *Secretary*
PAULA DURBIN, *Treasurer*
MICHAEL J. DORSEY, *Parliamentarian*
CAROLINA ZUMARAN-JONES, *Historian*
JULIAN P. MANSFIELD, *Village Manager*

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APPROVED MINUTES

PUBLIC SESSION

FRIENDSHIP HEIGHTS VILLAGE COUNCIL

Conducted via Zoom

March 14, 2022

ATTENDEES:

Melanie Rose White, Mayor
Michael Mezey, Chairman
Bruce Pirnie, Vice Chairman
Paula Durbin, Treasurer
Alfred Muller, MD Secretary
Michael Dorsey
Carolina Zumaran-Jones, Historian
Julian Mansfield, Village Manager
Robert Bryant, Recording Secretary from The Professional Documents Service

CALL TO ORDER:

Mr. Mezey called the meeting to order at 7:01 p.m.

COMMENTS/QUESTIONS TO AND FROM THE COUNCIL:

The Council received comments from the following persons:

- Bobby Pestronk expressed opposition to converting the home/property next to 4701 Willard Avenue into a dog park or skate park, and urged the county to conduct a careful planning process to identify other possible uses for the space. Michael Mezey provided background information concerning the matter.
- Whitney Fishburn spoke in support of a dog park; inquired whether Mr. Mezey's collaborative relationship with the county could be leveraged in relation to development efforts; and urged everyone to think more creatively regarding use of the space next to 4701 Willard Avenue.
- Sally Ann Kriegsman asked the county to consider maintaining as much green space as possible within the Village.

MAYOR'S ANNOUNCEMENT:

Mayor White encouraged everyone to participate in the annual Community Day celebration on Saturday, April 9th from 1:00 p.m. to 2:30 p.m. in Humphrey Park. Details will be included in the April 2022 Village newsletter.

SECRETARY'S REPORT:

Dr. Muller moved, Ms. Durbin seconded approval of the minutes as presented from the Council's Public Session held on Monday, February 14, 2022. The motion carried unanimously (7-0-0).

Dr. Muller moved, Mr. Dorsey seconded approval of the minutes as presented from the Council's Closed Session held on Monday, February 14, 2022. The motion carried unanimously (7-0-0).

Dr. Muller moved, Mr. Pirnie seconded approval of the minutes from the Communications Committee meeting held on March 1, 2022. The motion carried unanimously (7-0-0).

Dr. Muller moved, Ms. Zumaran-Jones seconded approval of the minutes from the Parks & Grounds Committee meeting held on March 2, 2022. The motion carried unanimously (7-0-0).

PAGE PARK DESIGN COMPETITION:

Presentations were offered by representatives of GreenSweep, LLC; Pineapple Landscaping, LLC; and Tenleytown Lawn & Landscape in relation to the Page Park Design Competition. Following questions and comments from Village residents as well as the Village Council: **Mr. Pirnie moved, Dr. Muller seconded selection of the landscaping design submitted by GreenSweep, LLC. The design will be modified to reduce the amount of hardscape and to add a signature tree. The Parks & Grounds Committee will work with GreenSweep to modify the design and prepare a contract in consultation with the Village's legal counsel. The modified design and contract will be presented to the Council during the April 2022 Council Meeting. The motion carried by a vote of six in favor, none opposed, and one abstained (Ms. Durbin) (6-0-1).**

TREASURER'S REPORT:

Treasurer Durbin presented a summary of the Council's financial standing as of February 28, 2022. Total cash on hand in the General Fund was \$6,499,944.93. Total cash on hand in the Capital Improvements Fund was \$11,300.96. Total cash on hand in the OPEB Trust Fund Reserve was \$1,336.30. Under the General Fund, adjustments totaling \$27,000 were made in reference to the redesign of Page Park.

Mr. Dorsey reported \$828 was received for interest income compared to a budget expectation of \$4,867. He again urged the Council to have a review of the financials conducted by a competent financial management firm. (2) Mr. Dorsey asked what portion of the \$11,390 listed as the expense of "Health & Life Insurance" is allocated to pay for life insurance, and inquired whether all employees covered by life insurance would receive the same benefit if payment is triggered. Ms. Durbin and Mr. Mansfield stated that the exact breakdown of the cost and benefits of life insurance covering Village employees will be determined and reported to the Council. (3) Mr. Dorsey expressed opposition to an employee insurance system based on salary/a "caste-style approach." **"Employee Life Insurance" will be added to the April 2022 Council Meeting agenda.**

Discussion and Vote - FY 2023 Budget and Tax Rate: No comments were raised concerning the proposed FY 2023 budget and tax rate.

Ms. Durbin moved, Mr. Pirnie seconded approval of the FY 2023 budget as presented. The motion carried unanimously (7-0-0).

Mayor White moved, Ms. Durbin seconded maintaining the current tax rate of \$0.04 per \$100 of assessed property value. The motion carried unanimously.

COMMITTEE REPORTS:

Report from the Community Advisory Committee (CAC): The Community Advisory Committee (CAC) met on Wednesday, March 2, 2022. Discussion topics included:

- (1) A mandate by the State Fire Marshal for all high-rise buildings to have sprinkler systems installed by 2031.
- (2) Village identity.
- (3) Signage options for entrances into the Village.

The next meeting of the CAC will be held on Wednesday, April 6, 2022 at 5:30 p.m. via Microsoft Teams.

OLD BUSINESS:

Possible Provision of Village Concierge Services/Community Service Grant Program Proposal: Dr. Muller summarized his proposal to implement concierge services for the Village, and presented a history of the matter along with future options. (see attachment). A risk exposure analysis was provided from Montgomery County, and a draft concierge contract was provided that included insurance requirements from the county. Following questions and comments from Village residents as well as the Village Council: **Dr. Muller moved, Mayor White seconded that the Friendship Heights Village Council seek a like-minded non-profit partner to offer services to its residents. The selected contractor will organize volunteers to provide services such as car rides and phone calls to enrolled members; and would help coordinate with the Village staff related to social programs that would be open to all Village residents. Interested parties will be asked to submit a resume of their experience along with their preferred compensation to Village Manager Julian Mansfield. Specific contractual details will be determined during negotiations between the chosen candidate and the Village Council. The motion carried by a vote of four in favor, three opposed (Durbin, Mezey, Zumaran-Jones), and none abstained (4-3-0).**

NEW BUSINESS:

Dog Park at Willard Avenue: Please see “Comments/Questions To/From the Council”. In addition, Mr. Mezey explained Willard Avenue Park is not part of the Village, rather it is controlled by the County. The County has owned the property on Willard Avenue near the entrance to Willard Avenue Park for many years, and it is presently being rented to a private party. The Friendship Heights Village Council has been asking Montgomery County for many years to tear down the house and expand the park. However, the county has refused to do so. There is a possibility that the county will have the house torn down and converted for an alternative use. **Mr. Mezey moved, Dr. Muller seconded that the Friendship Heights Village Council strongly support the idea of demolishing the house that currently occupies Montgomery County Parks property adjacent to the Willard Avenue Park; and supports the creation of a dog park on that property. The motion carried unanimously (7-0-0).**

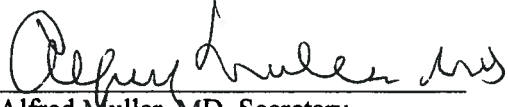
Village Center Rental Policy: The Village has begun receiving rental requests for use of the Village Center once the COVID restrictions have been lifted. Mr. Mansfield recommended resuming Village Center rentals at the same rate with the following changes: limit rentals to Village residents only; mandate that a resident act as the responsible party by sponsoring and paying for the rental; maintain the long-standing practice of allowing Village-based groups such as condominium or tenant associations to use the Village Center free of charge once per year. **Mr. Dorsey moved, Ms. Durbin seconded resuming rental of the Village Center only to Village residents as described above. The motion carried by a vote of six in favor, none opposed, and one abstained (Dr. Muller, because he expects to rent the facility in the near future) (6-0-1).**

Cleaning of Village Storm Drains: Proposals were received from eight companies to clean the storm drains within the Village. **Dr. Muller moved, Mr. Mezey seconded approving a contract with Chamberlain to clean the storm drains at a cost of \$6,805. The motion carried unanimously (7-0-0).**

ADJOURNMENT:

The March 14, 2022 Council Meeting was adjourned at 11:06 p.m. with the unanimous consent of the Council.

Respectfully submitted:


Alfred Muller, MD, Secretary

CONCIERGE SERVICE: HISTORY AND FUTURE OPTIONS

Background:

The Friendship Heights Village Council (FHVC) is proud of its progressive, innovative history in providing governmental services for all its 5000 residents: seeking to improve the quality of their lives, allowing them to “age in place” and lessening any potential social isolation.

Examples of such amenities include a shuttle bus... which runs from the residential buildings to nearby shopping centers and the Metro station about 12 hours a day throughout the week...and a community center... which provides a weekly visiting nurse service with blood pressure readings; flu and Covid vaccination clinics; mask and Covid test kit distribution; as well as exercise classes, cultural lectures, movies, concerts, monthly art exhibitions and four seasonal community gatherings with food and entertainment.

At one point, FHVC subsidized a grocery delivery service for interested residents. This lasted for a number of months until cancellation because of dwindling participants. For another trial period a contract provided for social service worker visits; this too lasted only a short period of time, due to budgetary constraints and poor request numbers.

In 1998, in an attempt to communicate with residents who “are elderly, frail, handicapped, or who otherwise find it increasingly difficult to live independently”, FHVC solicited names of potential volunteers for “phone companions”, who would call such residents on a regular basis. It was dubbed “Friendship Line”. The calls would “provide a bit of reassurance and also catch a problem that might require further attention. Each participant would provide (FHVC) with a contact person and doctor’s name to call in the

event of an emergency.” While a number of volunteers submitted their names to be callers, there sadly were very few residents seeking such assistance and the idea was never implemented.

The “Village” Concept:

In 2016, neighborhood volunteers formed Friendship Heights Neighbors Network (FHNN), part of a nationwide movement of organizations, “whose mission is to organize and train volunteers to provide neighbors with support services and opportunities for social interaction, thereby enabling them to remain active and engaged in the community and to age-in-place. FHNN believes that active, involved residents, both senior and others in need of support, and volunteers willing to help them, build a stronger community for all.”

FHVC endorsed this mission and supported FHNN application for a grant from Montgomery County. Unlike the earlier attempts by FHVC to extend such volunteer services, in its five years of operation FHNN has demonstrated a successful implementation of the concept.

FHVC and FHNN both provide valuable programs, both live and by ZOOM, which are not coordinated or collaborative and sometimes are duplicative. FHNN has a two-tier membership for seniors, with higher costs for those seeking services and lower costs for those enjoying only the social opportunities. FHVC generally has no charge for attendance at its many programs and events.

Chronology:

In May, 2021, a proposal was made by Councilman Muller to use the Village’s property at 4602 North Park Avenue as office space

for a “concierge service”, provided by a contractual entity, selected by the same methodology that the FHVC uses for shuttle bus and landscaping services. It was suggested that this new Village amenity would be open to all residents at a markedly reduced price than presently offered by FHNN.

FHVC decided instead to rent the Village property to a group of artists, but Mayor White established a new Ad Hoc Committee to further explore the intent of the concierge proposal. She appointed Dr Muller as Chair, along with Councilmembers Mezey and Durbin.

The Ad Hoc committee has had three public meetings, with members of the general public and representatives of Village staff and FHNN members present. In addition, the Ad Hoc Committee Chair hosted a meeting between Village staff and FHNN leadership to exchange concerns and candid views. Finally, a productive meeting was held between the Executive Director of FHNN and the Program Director of FHVC to discuss collaborative possibilities.

From these meetings, and additional input from other Council members and the Village attorney, the following was learned and the original concierge proposal modified:

- 1) Services that could be provided would include: rides to medical, dental and optical appointments, grocery shopping, local pharmacy pickups, weekly phone calls, limited computer tech support, pickup/return of library books, minor household tasks not handled by the apartment building staff, and rides/escorts to certain social gatherings.
- 2) Services would *not* include activities that exceed the limits of volunteer help, such as: transportation of those who are immobile or those requiring healthcare aide-level training to assist them in getting to and from doctor’s appointments;

- responsibility for administering medication or other medical treatments; and medical legal or financial advice or counseling.
- 3) A nominal enrollment fee of \$50 would be required to participate.
 - 4) In order to be certain that the number of enrollees not outstrip the ability of a limited number of volunteers to provide services, the contract provider and FHVC would mutually decide what the ceiling of initial membership will be.
 - 5) The provider would recruit, organize, vet and train volunteers, preferably from the community, in order to embody the idea of neighbors helping neighbors.
 - 6) At the time of requested service, the enrolled resident must have a physical need for the service.
 - 7) An alternative name for the new amenity could be **Neighbors Help** instead of concierge service.
 - 8) Liability concerns were addressed with our insurance carrier.
 - 9) FHNN would be interested in applying if a contract was publicly put out to bid, with the understanding that their bid might not be accepted

Options Going Forward:

- 1) No new service. Leave present relationship between FHVC and FHNN the same.
- 2) FHVC establishes its own service by recruiting, vetting and training its own additional staff.
- 3) FHVC creates a new five-person Grant Committee whose members are appointed by the Mayor to consider applications for grants; on recommendation from this Grant Committee, FHVC may approve a one-year grant to a non-profit, non-sectarian organization such as FHNN to propose services exclusively for residents of Friendship

Heights. Grants would be a novel activity for Friendship Heights.

- 4) FHVC opens competitive bidding from non-sectarian organizations to provide the services; FHVC may select FHNN from among these bidders and contract with FHNN to provide the services. Contracts are standard operating procedure for Friendship Heights for decades.**

Note: Attorney Bolt has advised that since Friendship Heights is only a "quasi-municipality" there is always the possibility of litigation with any new service FHVC provides. But he opines that our Village Charter allows for either option #3 or #4, but "there may be a slight less risk (of litigation) in continuing with the contract option" that has been used successfully for many years for numerous other FHVC services.

Risk Exposure Analysis to Concierge Services

1. With regards to not offering service to scooters (they are considered Wheelchairs)
 - **May a transit operator deny boarding to a rider whose wheelchair is difficult to secure?**
 - **No. If the transit operator has a policy that requires securement, or if a rider asks that the wheelchair be secured, the DOT ADA regulations require transit personnel to use their best efforts to secure the device (if they cannot get out of their wheelchair). It states that transit operators cannot refuse to accommodate a wheelchair because the device cannot be secured to the driver's satisfaction. Given the diversity of wheelchairs, transit operators should consult with the owner of the wheelchair to determine the best means of securement. This states if the wheelchair and occupant weigh more than 600 lbs. then a ramp needs to be used. I know at this time scooters are not able to be transported.**
2. **RFP to a Provider via contract-this will protect The Village of Friendship Heights as they will be able to issue a certificate of insurance to include General Liability Insurance based on the requirement in the MIR. The certificate will also include automobile and worker's compensation coverage if the Provider uses paid staff. If they are volunteers, we would not require WC however, the volunteers could be injured lifting the passengers and giving aid to put them in the vehicle from the wheelchair or walking. There is also an exposure if the disabled passenger fell out of wheelchair or walker and was injured.**
3. **For volunteers you would require their own personal auto insurance it could be based on state minimum requirements. These limits could be too low to cover any accident or injury to the passenger. It would be a requirement to see their insurance cards outlining the limits they have chosen. The limits could be too low to cover damage to their vehicle or bodily injury to the passenger.**
4. **Volunteers could go into their residences for the purpose of paying the bills, access to financial statements and check books. (I understand this is not a definite service that will be provided). If this service is provided the Provider would have to evidence Crime Coverage for this exposure.**
5. **I suggest legal review of the RFP.**

CONCIERGE SERVICE (draft #2updated 01/11/2022)

The Friendship Heights Village Council (FHVC), governing body for a progressive, innovative community in suburban Maryland, seeks a like-minded partner to improve the quality of life for our 5000 residents, including almost 30% senior citizens.

1. SERVICES OF THE PROVIDER:

If selected, the chosen organization (PROVIDER) would provide services for Friendship Heights residents, who will pay a nominal enrollment fee (e.g., \$50), provided that at the time of service such resident has a physical need for the service. In order to be certain that the number of enrollees not outstrip the ability of a limited number of volunteers to provide services, the PROVIDER and FHVC will mutually decide what the ceiling for initial membership will be.

Services such as the following would be provided: rides to medical, dental and optical appointments, grocery shopping, local pharmacy pickups, weekly calls, limited computer tech support, pickup/return of library books, minor household tasks not handled by the apartment buildings, and rides/escorts to certain social gatherings.

Services would also include any social activities such as gatherings, trips, and lectures sponsored by the PROVIDER, which enhance quality of life and lessen isolation in the community. Such activities would be coordinated, collaborative and non-competitive with programs and activities of FHVC. Both organizations will publicize and coordinate the others' programs and activities in their respective newsletters and websites.

Services would *not* include activities that exceed the limits of volunteer help, such as: transportation of those who are immobile or those requiring healthcare aide-level training to assist them in getting to and from doctor's appointments; responsibility for administering medication or other medical treatments; and medical, legal or financial advice or counseling.

PROVIDER will recruit, organize, vet and train volunteers, preferably from the community, in order to embody the idea of neighbors helping neighbors.

2. RESPONSIBILITIES OF FHVC:

- Financial support for Provider staff and other costs to provide services, programs and activities in a responsible manner—net of any Montgomery County grants and service recipient enrollment fees, which would accrue separately to PROVIDER.
- Free use of the current “nurse’s room” at the Village Center (except when used by the nurse ½ day a week) and equipped fully for office use, including a lockable file.
- Free publicity for PROVIDER events in the FHVC newsletter and website.
- Free solicitation for PROVIDER service volunteers in the FHVC newsletter and website.
- Free use of the Center’s meeting auditorium (Huntley Hall) for occasional PROVIDER staff meetings or program activities, not to conflict with scheduled Center activities.
- Limited parking for PROVIDER in the Center garage.

3. TERM

Two (2) years, with automatic annual renewal thereafter, subject to termination on 60 days notice before any renewal date if the number of service recipients is not above a certain number agreed upon by FHVC and PROVIDER.

4. MANDATORY INSURANCE REQUIREMENTS –

Escort Transportation Services to Seniors and Disabled Adults
Drive and Accompany Elderly and Those with Disabilities to Doctor Appointments, Store, Grocery Stores, Pharmacy, etc.

Prior to the execution of the contract by The Village of Friendship Heights, the proposed awardee/contractor must obtain, at their own cost and expense, the following *minimum* (not maximum) insurance coverage with an insurance company/companies licensed to conduct business in the State of Maryland and acceptable to The Village of Friendship Heights. This insurance must be kept in full force and effect during the term of this contract, including all extensions. The insurance must be evidenced by a certificate of insurance, awardee/contractor and if requested by the Village of Friendship Heights, Provider shall provide a copy of the insurance policies and the

minimum limits of coverage listed below shall not be construed as the maximum as required by contract or as a limitation of any potential liability on the part of the proposed awardee/contractor to The Village of Friendship Heights nor shall failure to request evidence of this insurance in any way be construed as a waiver of proposed awardee /contractor's obligation to provide the insurance coverage specified.

Commercial General Liability

A minimum limit of liability of ***one million dollars (\$1,000,000), per occurrence and two million dollars (\$2,000,000) aggregate***, for bodily injury, personal injury and property damage coverage per occurrence including the following coverages:

Contractual Liability

Premises and Operations

Independent Contractors & Subcontractors

Sexual Abuse and Molestation

Business Automobile Liability Coverage

A minimum limit of liability of ***one million dollars (\$1,000,000)***, combined single limit, for bodily injury and property damage coverage per occurrence including the following:

owned automobiles

hired automobiles

non-owned automobiles

Worker's Compensation/Employer's Liability (if Provider has paid staff)

Meeting all statutory requirements of the State of Maryland Law and with the following minimum Employers' Liability limits:

Bodily Injury by Accident - \$100,000 each accident

Bodily Injury by Disease - \$500,000 policy limits

Bodily Injury by Disease - \$100,000 each employee

Additional Insured

The Village of Friendship Heights, its elected and appointed officials, officers, consultants, agents and employees, must be included as an additional insured to Contractor's commercial general, automobile insurance, and contractor's excess/umbrella insurance policies if used to satisfy the Contractor's minimum insurance requirements under this contract, for liability arising out of contractor's products, goods and services provided under this contract. The stipulated limits of coverage above shall not be construed as a limitation of any potential liability of the contractor.

Policy Cancellation

Should any of the above policies be cancelled before the expiration date thereof, written notice must be delivered to the County in accordance with the policy provisions.

Certificate Holder

**The Village of Friendship Heights
Attn: Julian Mansfield
4433 Park Avenue
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