

Robert Gorman, Chair

Joseph Zang

John Wilson

Lloyd Sanders



Derek Howell

Robert Carey

Barbara Cox

Alice Crothers

Cecil County Charter Review Commission
Cecil County Administration Building
200 Chesapeake Boulevard, Suite 2110, Elkton, MD 21921

MEMORANDUM

TO: Current and Former Cecil County Officials
FROM: Robert Gorman, Chairman, Cecil County Charter Review Commission
RE: 10-year review of Cecil County Charter
Date: May 2, 2023

The Cecil County Charter Review Commission has been appointed by the County Council in accordance with Section 604 of the Charter to conduct the 10-year review of the Charter. The Commission shall review the provisions and make recommendations to the County Council as to the necessity for deleting, adding, or amending its contents.

As members of the Commission, we are reaching out to individuals, like yourself, who have served the citizens of Cecil County and have navigated the Charter requirements with good governance. We are requesting your input or opinions regarding the Charter, to determine areas of focus to improve, maintain, or modify its provisions.

Specifically, with your help, we can frame and focus on areas of the Charter requirements and processes that may be difficult to follow or balance, to effectively achieve the best results for the County and its citizens.

Alternatively, if the substantive provisions of the Charter have enhanced efficiency and public service we would want to maintain and reinforce those same provisions.

We respectfully request your response on your observations of the Charter no later than June 5, 2023. Please respond by any of the following ways that are most convenient to you:

By email: Robert Gorman at [REDACTED] or David Culver at dculver@ccgov.org

By phone: Robert Gorman - [REDACTED] or David Culver at 410-996-8307

By mail: At the return address listed above

If you prefer to discuss your observations in person, we are reserving time at our June 5, 2023 meeting at 6:30 pm in the Elk Room at the County Administration Building. Please RSVP to David Culver at the above noted e-mail address or by phone if you would like to speak at the June 5 meeting.

We look forward to hearing from you as we undertake this important review.

Jackie Gregory

Considerations for Charter Amendments:

Section 207:

Is there another mechanism for increasing salaries that would not involve the council or the exec initiating or voting on our own salaries? Is there a long-term solution to dealing with inflation over time that would not require constant charter amendments to deal with increases?

Section 209 C:

That section sounds like it is simply repeating what has already been said in other parts of 209. That might just need the language to be more concise and clear.

Section 213:

Should we specify that Council has its own attorney to maintain the separation between the branches of government and their independence from one another? The attorney that works at the pleasure of the executive may tend to be more biased to his/her boss, which is not the council. How do other counties handle this?

Section 406:

Same suggestion as Section 207.

Also, do we want to clarify that the CE is eligible for the same benefits as other full-time employees since the charter specifies that being the Exec. is a full-time job, and the Exec. is unable to hold other employment?

Section 412d:

30 days from what? What begins the timeline- when the Exec supplies the name to county council, or when the name is publicly and officially introduced at a meeting? Should we clarify that it is when the name is proposed publicly by resolution?

Section 516 b and c

Language clean up: The inclusion of B does not make sense because we review contracts after they are awarded. Obviously, council can state their opinion and the county exec has the authority to execute. No charter language is necessary to say that council can make a recommendation, but we only learn about contracts after they are awarded or executed. B seems unnecessary.

C also seems unnecessary because council is reviewing these after they are awarded, so why would emergency contracts be excluded from the review process? The original language had council reviewing prior to the execution, in which case, it would make sense to exclude emergency contracts because of the time sensitive nature of them, but since the actual amendment we passed previously has council reviewing them after they are executed, there doesn't seem to be a need to exclude them from council review.

Revisions for Charter

Article 2 County Council

Section 206 – Term of the County Council

A council member shall not hold office for more than three consecutive terms, a total of twelve years.

Article 4 Executive

Section 404 – Term of the County Executive

The County Executive shall not hold office for more than two consecutive terms, a total of eight years.

Article 4 County Attorney

Section 411

The County Attorney shall not represent or be a legal adviser to any Council Member. The Council of Cecil County shall be represented by a legal advisor not affiliated with Cecil County Government.

Article 4

Section 412

An appointment by the Council Executive to the County Council must be read into the record of a legislative meeting before the 30-day clock starts. If the Council takes no action after the appointment is read into the record the appointment becomes effective after 30 days.

David Culver

From: Tari Moore <[REDACTED]>
Sent: Monday, June 5, 2023 10:34 PM
To: [REDACTED] David Culver
Subject: 10-year review of the Cecil County Charter

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Gentlemen,

My apologies for not responding in advance to your June 5th meeting.

Thank you for reaching out to all current and former Cecil County elected officials in your 10-year review of the Cecil County Charter. It is a wise move to capture the opinions of those delegated the responsibilities of governing by Charter in this process.

As the first County Executive of Cecil County, I recognize the important challenge the new Charter meant to the people responsible for that governance. There were many "unknowns" as we traversed new territory of combining an Executive and Legislative branch, and my intent was to deliberately create a partnership between the County Council and the Executive branch.

Kudos to the three people who made that possible...County Administrator Al Wein, Council Manager Jim Massey, and Council President Robert Hodge. We worked tirelessly through many issues and difficult budgets. We definitely disagreed on issues, but we all always made decisions based on what was best for the people of Cecil County.

As for the 10-year review of the Charter Government of Cecil County, I recognize that many things have changed, but the truth still remain

It is WHO you elect, not the form of government in which you operate.

Most Sincerely,

Tari Moore, Cecil County Executive (2012-16)
(443) 350-3669

David Culver

From: Donna Culberson
Sent: Sunday, June 11, 2023 9:04 PM
To: David Culver
Subject: Charter

I apologize for the delay in responding and submitting suggestions for changes to the Charter. I read through the entire Charter again today. The only area that has presented an issue recently is the Executives compensation. To clarify what the Executive is entitled to receive, that section may need to be more specific in defining not only the salary, but also the process required to increase the salary. It should also be spelled out that since the executive can hold no other job while functioning as Executive, the executive will have access to benefits awarded to any employee of County government, including health benefits which are available during the entire term.

I hope this all makes sense. Hopefully it's not too late for submission.
Donna Culberson

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Thank you.