



TOWN OF FOREST HEIGHTS TOWN MEETING

Wednesday, November 16, 2022
Municipal Building
ForestHeightsFacebook
Zoom Dial-In 1-301-715-8592
Meeting ID: 563 484 463

Agenda

- I. Call to Order
- II. Roll Call
- III. Moment of Silence
- IV. Pledge of Allegiance to the Flag of the United States of America
- V. Approval of Consent Agenda
 - a. Minutes from October 19
 - b. The November 7, 2022, minutes will be presented at the December 5, 2022, 7:30 PM meeting.
 - c. **Resolution 61-22** A resolution to approve a sub-recipient agreement between the town and the Greater Oxon Hill Community Development Corporation for use of American Rescue Plan Act Funds.
 - d. **Resolution 62-22** A resolution of the Mayor and Council of the Town of Forest Heights, Maryland, to approve the full-time employment and appointment of Daryl Green as a Code Enforcement Officer, with collateral duties as an Animal Control Officer, to serve within the Forest Heights Police Department.
 - e. **Resolution 63-22** A resolution to approve a proposal and contract with Choice Concrete Construction, Inc. for Sidewalk and Curb replacement to improve water flow between 5901 Shoshone Drive and 5812 Choctaw Drive.
 - f. **Resolution 64-22** A resolution of the Mayor and Council of The Town of Forest Heights, Maryland to approve the employment and appointment of Zaequan Prailow as the Automated Enforcement Clerk to serve within the Forest Heights Police Department.
 - g. **Resolution 65-22** A resolution to approve a contract with Maryland-National Capital Park and Planning Commission for the establishment of a Community Maintenance & Beautification Program.
 - h. **Resolution 66-22** A resolution of the Mayor and Council of the Town of Forest Heights, Maryland to approve the employment and appointment of Anthony Williams as a police officer to serve within the Forest Heights Police Department and to approve a reimbursement agreement.
 - i. **Resolution 67-22** A resolution of the Mayor and Council of the Town of Forest Heights, Maryland to approve the employment and appointment of Hunter Elmore as a Police Officer to serve within the Forest Heights Police Department and to approve a Reimbursement Agreement.
 - j. **Resolution 68-22** A resolution of the mayor and council of the Town of Forest Heights, Maryland to approve an Annexation Concept Plan supporting the future growth, public safety, economic development, and general welfare of the Town of Forest Heights.
- VI. Approval of Agenda
- VII. Public Period
- VIII. Legislation
 - a. **Ordinance No. 3-22** An Ordinance of the Mayor and Council of The Town of Forest Heights, Maryland Revising Article 15 (Parking and Traffic) of The Town Ordinance Code, by Changing, or amending Section 15.3.2 (Parking and Truck Restrictions) to require "Right Wheel To Curb" Parking except on One Way Streets; and to amend Section 5.5 (Speed Prohibited) to increase the General Speed Limit Along Municipal Streets from 20 Mph to 25 Mph and generally related to the regulation of Parking and Traffic within the Town of Forest Heights.

b. **Ordinance No. 4-22** An Ordinance of the Mayor and Council of the Town of Forest Heights, Maryland revising Article 15 (Parking and Traffic) of the Town Ordinance Code, by Amending and adding Section 15.17 regarding Snow Emergencies, temporary regulations, and impounding of Vehicles; by amending and adding certain provisions of said Article as Part II (Residential Parking Permits) to provide for a Residential Parking Program in certain residential areas of the Town, and generally relating to the regulation of Traffic and Parking within the Town of Forest Heights.

IX. New Business

X. Adjournment

Town of Forest Heights
Town Meeting 8:00 PM
Minutes Wednesday, October 19, 2022

Minutes Call to Order: 8:00 PM

Roll Call: CM Barnes; CM Hines, CM Kennedy, II, CP Lilly, and Mayor Washington, not present CM Atkinson; quorum established.

Moment of Silence:

Mayor Washington dedicates tonight's meeting to former council member Worthington Ross, who passed away this weekend.

Pledge of Allegiance:

Approval of Consent Agenda: Mayor Washington to approve the consent agenda; seconded by CP Lilly; all in favor; Consent Agenda include Resolution 57-22 A Resolution of The Town of Forest Heights, a Political Subdivision of The State of Maryland, Authorizing Participation in The Employees' Pension System and Law Enforcement Officers Pension System of The Maryland State Retirement and Pension System ("MSRPS"), and Resolution 58-22 A Resolution for "Pick-Up" in The Maryland State Retirement and Pension System Employee's Pension System and Law Enforcement Officers Pension System; discussion- none; Motion Pass (6) YES, (0) No,

Approval of Agenda: Motion by Mayor Washington to approve the agenda; seconded by CM Kennedy, II; all in favor; motion passed.

Public Period:

Miss LaSalle. With regard to District 8, a School Board member introduced herself to the mayor and council members as their representative for our district and expressed her desire to collaborate with you to ensure that our students in our area are well served. She shared a little bit about herself. I am a resident of Prince George's County. For the last 20 years, I've been living in District 8 for the last two years, and before that, I was in District 9, where I was very excited about the opportunity to serve the community. and I've been spending time getting to know our schools and our principals. I had the opportunity to go to your elementary school this past summer, and I have a vested interest in working closely with that community and making sure that we provide some beautification to that school and make sure that our students also get the most services that they can get. Because I think that it's a beautiful community with a growing population in the area. And we need to continue to strive to make sure that the elementary is well cared for.

CM Kennedy II, thank Miss LaSalle for attending, and ask if she is aware there are four schools in our jurisdiction: three Elementary Schools and one High School.

Miss LaSalle stated that she was not award and thank him.

CP Lilly also thank her for joining the call and accepting the invitation to come and meet. Hopefully we'll get a chance for you to meet residents in person again. And we're looking forward to the partnership with you and the school board.

Mayor Washington thank Miss LaSalle for attending and mention if she could inform the towns when she have workshops, so that they can put it in the newsletter and inform our community as well?

Miss LaSalle Once she starts, the workshop will be all on the same day. It's going to be one hour in English and one hour in Spanish. I am fluent in both languages, so I want to provide the community, including the Latino community, with an opportunity to come out. So, there'll be topics such as special education and mental health. I'm a licensed clinical social worker, she also welcome and Council suggestions for topics that you would like for us to explore.

Legislation:

Resolution 60-22 A Resolution to approve a contract with Maryland-National Capital Park and Planning Commission for the establishment of a Youth & Community Development Bureau. Mayor's motion to waive the full reading, seconded by CP Lilly; Mayor's motion to adopt Resolution 60-22, seconded by CP Lilly; discussion.

CM Noble inquired as to when the fund would be available.

CP Lilly stated that the fund gets compensated for the cash spent. The funding is provided by the Maryland National Capital Works and Planning Commission. As a result, the monies were utilized this year. So, from July 1 until the end of June 2023, we may begin producing costs that will be repaid later in the fiscal year when we submit those reimbursements.

CM Noble asked because the town was awarded 100,000 due the town have to spend the full \$100,000 to receive that money.

CP Lilly stated that the town will be reimbursed for what it spends.

Resolution 60-22, Motion passed (6) Yes, (0) No

New Business:

Town of Forest Heights
Town Meeting 8:00 PM
Minutes Wednesday, October 19, 2022

CM Barnes stated that when he attended the coffee with Chief Rease, he was unaware that the town now had a detective on staff. He mentioned that the town is definitely growing and congratulated the chief on a job well done.

CP Lilly, On Saturday, I had the opportunity to participate in the town's clean up, which was a collaborative effort between residents and the Department of Public Works. The town clerk was there organizing much of what happened, so thank you to all who came out and thank you to the departments who continued spearheading the effort to recognize where we can beautify the town, at least in small ways. I had another thing I wanted to say. Oh, it was really nice to be able to hear people who are attending the call virtually or online, and hopefully they are able to hear us very well. So I'm really pleased with the progress we've made in getting the audiovisual situation improved so the meeting can flow and everyone can hear one another once they've been introduced. in terms of resolutions and legislation. I wanted to let the council know that I spoke with the lobbyist, Greenwell. They are prepared to introduce and pre-file a bill that would give the town urban renewal authority. But since we have not heard from all the members of the Council, we will be looking to draft a resolution for introduction next month, where the Council members can formally voice their support for or opposition to the town moving forward to acquire that authority through the state. And that would be a bill introduced to the General Assembly by someone who will either be a state senator or a representative in the next session to help us get that authority.

Mayor Washington, recognize one of our council members, CM Kennedy, II, for putting in the hard work on the Haunted House. Mr. Watkins, public works director, He has items placed in temporary storage units for his staff to move at the last minute. And Mrs. Hawkins' quick thinking on her feet as far as coming up with storage solutions so we could make sure that we did what we've been doing for the past 12 years. And I really want to thank all those that were involved in that transition, because we were really having a hard time figuring out where we were going to have this event this year. The events take place on the 29th: the harvest fest, trunk or treat, and the haunted house at 4:00 p.m.

Program Manager O'Connor asked if he could get consent for the MOU for MD 210 (Indian Highway) Maintenance from the Maryland Department of Transportation, State Highway Administration, with the Town of Forest Heights sign and submit it for their approval.

CP Lilly, inquired about language about the reimbursement, was it going to be changed before we send it back to them.

Mayor Washington questioned about the time frame. ..

Program Manager O'Connor anticipates a ten-business-day turnaround from the initial signer before bringing it back to the council for final approval at the next work session.

Kevin Best, Town Attorney So the aim for tonight is to send it to the state highway administration to see whether it's acceptable with the adjustments you make. And then, if the Mayor's Council is willing to change that, return to the state roadway.

Meeting Adjourned 8:32pm

**RESOLUTION 61-22
THE TOWN OF FOREST HEIGHTS**

**A RESOLUTION TO APPROVE A SUB-RECIPIENT AGREEMENT BETWEEN THE
TOWN AND THE GREATER OXON HILL COMMUNITY DEVELOPMENT
CORPORATION FOR USE OF AMERICAN RESCUE PLAN ACT FUNDS**

Introduced By: Mayor Calvin Washington

WHEREAS, under the funding administered by the State of Maryland pursuant to the American Rescue Plan Act (the Act), there is a Coronavirus State and Local Fiscal Recovery Funds (CLFRF) program, where every level of government will receive funding, regardless of size; and

WHEREAS, pursuant to Section 603(c) of the Act, fiscal recovery funds may be used to enable local governments to respond to the COVID-19 public health emergency, provide premium pay to essential workers, supplement revenue reductions incurred during the pandemic, and to make necessary investments in water, sewer, and broadband infrastructure; and

WHEREAS, on or about July 15, 2021, the Town received confirmation by email from Hagerty Consulting, an agent and contractor of the State of Maryland's Department of Budget and Management, of its request made in compliance with the American Rescue Plan Act of 2021 Coronavirus Local Fiscal Recovery Funds (CLFRF) disbursement; and

WHEREAS, said email further stated that the Town's final allocation is \$2,526,205.34, of which 50%, or \$1,263,102.67, was disbursed to Forest Heights in a first tranche, and pursuant to the U.S. Treasury, the remainder of the funds will be distributed in no less than 12 months by the Md. Department of Housing and Community Development, who is responsible for disbursing the funds; and

WHEREAS, unlike eight (8) of the larger cities in Maryland, the Town of Forest Heights is a non-entitlement municipality under federal Community Development Block Grant (CDBG) program and CLFRF funding will be distributed based on population with estimates for Prince George's County's non-entitlement municipalities to be approximately \$160,941,034 with Forest Heights' share initially estimated at \$2,142,984, later increased, according to the Congressional Research Service, but the amount awarded may not exceed an amount equal to 75 percent of the most recent budget as of January 27, 2020; and

WHEREAS, non-entitlement units ("NEU's"), such as the Town, that receive funding from the State and Local Fiscal Recovery Funds Programs are required to meet compliance and reporting responsibilities including submission of annual Project and Expenditure Reports to the Department of the Treasury until the end of the CLFRF award period on December 31, 2026, and activities funded under this process must be documented in writing by September 30 of each year; and

WHEREAS, in addition to an annual Project and Expenditure Report, NEU'S are further required to report key information provided on Projects, Expenditures, Project Status, Project

The Town of Forest Heights

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RESOLUTION 61-22
THE TOWN OF FOREST HEIGHTS

Demographic Description, Subawards, Civil Rights Compliance, and Programmatic Information, and further provide added documentation and information such as a signed award terms and conditions agreement, signed assurances of compliance with Title VI, and provision of various budget documentation; and

WHEREAS, the Town Charter, §33-19(25) authorizes the Council to have, in addition, the power to pass ordinances not contrary to the laws and Constitution of this State to pass ordinances for the specific purposes of accepting gifts and grants of Federal or of State funds from the Federal or State governments or any agency thereof, and to expend the same for any lawful public purpose, agreeably to the conditions under which the gifts or grants were made; and

WHEREAS, on June 23, 2021, the Council passed Emergency Ordinance 02-21 approving the FY 22 Budget and found that said ordinance and/or the supplemental detailed line-item budget referenced in said Emergency Ordinance would necessitate further amendment to receive and appropriate the Town's allocation of Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act of 2021 ("ARPA"), also called the COVID-19 Stimulus Package or American Rescue Plan, Pub L. No. 117-2; and

WHEREAS, pursuant to Section 33-45 of the Town Charter, the budget shall be prepared and adopted in the form of an ordinance, and pursuant to the Common Law of Maryland, the budget ordinance may be amended by resolution if so authorized pursuant to ordinance such as the original budget ordinance enacting the initial fiscal year budget; and

WHEREAS, on or about November 17, 2021, the Town Council passed Resolution 41-21 to amend the FY 2022 Budget and the detailed line-item budget to add revenue and expenditure line items in the amount of \$1,263,102.67 for line items 6200 and 8200 (ARP Coronavirus Funds) respectively to said budget documents for the first tranche; and

WHEREAS, staff prepared a document entitled "Town of Forest Heights Recovery Plan – State and Local Fiscal Recovery Funds – 2021 Report" (4 pp.), that includes a Table of Expenses by expenditure category outlining the anticipated categories in which the Town will operate its CLFRF programs.

WHEREAS, on or about September 2, 2022, the Town received its second tranche of American Rescue Plan Act funding from the U.S Treasury in the amount of \$1,263,102.67 and is currently in the process of preparing and finalizing the Town of Forest Heights Recovery Plan 2022 Report that will include an updated Table of Expenses by expenditure category outlining the anticipated categories for program operations; and

WHEREAS, one of the approved category of expenses in said Plan includes the allocation of ARPA funds to be distributed as "Aid To Non-Profit Organizations" under the plan category of "Negative Economic Impacts" in connection with the pandemic; and

**RESOLUTION 61-22
THE TOWN OF FOREST HEIGHTS**

WHEREAS, the Town of Forest Heights routinely partners with the Greater Oxon Hill CDC on a number of projects that benefit the Town and citizens; and

WHEREAS, the Town is currently partnering with the Greater Oxon Hill CDC, which is utilizing a grant and resources from the Neighborhood Design Center, to complete the first phase of a Commercial Façade Improvement Program for businesses within the town limits to improve the overall aesthetics of the town's commercial node and the overall municipality; and

WHEREAS, the Town wishes to provide \$22,000.00 of its ARPA funds within the category of Aid To Non-Profit Organizations to the Greater Oxon Hill CDC, a duly registered Maryland non-profit organization in good standing, for general project and program administration and to help defray the costs associated with completing phase one and future phases of the commercial façade improvement program and for other purposes consistent with the use of these funds.

NOW THEREFORE BE IT RESOLVED, that the Town Council hereby approves the attached Sub-Recipient Agreement contained herein and referenced as Exhibit A, which sets forth the parameters connected to receipt of the ARPA funds including, understanding the use of said funds, conditions associated with the funds awarded, performance measures, and documentation to be maintained, submitted and reported by the sub-recipient.

BE IT FURTHER RESOLVED, that the Mayor is authorized to sign the attached Sub-recipient Agreement on behalf of the Town and execute any other related documentation needed to carry out the intent of this Resolution.

BE IT FURTHER RESOLVED, that this Resolution shall take effect immediately upon passage.

PASSED this ____ day of November 2022.

APPROVED: By Resolution of the Town Council of The Town of Forest Heights, Maryland

ROLL CALL VOTE

YEA/NAY/ABSTAIN/ABSENT

WASHINGTON

KENNEDY

NOBLE

BARNES

HINES

LILLY

ATKINSON

The Town of Forest Heights

Resolution 61-22

RESOLUTION 61-22
THE TOWN OF FOREST HEIGHTS

ATTEST:

THE MAYOR AND COUNCIL OF THE
TOWN OF FOREST HEIGHTS, MARYLAND

Sherletta Hawkins, Town Clerk

By: _____
Calvin Washington, Mayor

CERTIFICATION

I, hereby certify, as the duly appointed Town Clerk of the Town of Forest Heights, Maryland, that on the ___ day of November, 2022 with ___ Aye votes and ___ Nay votes the aforesaid Resolution ___-22 passed.

Sherletta Hawkins, Town Clerk

[Exhibit A- Sub-recipient Agreement between Town of Forest Heights and Greater Oxon Hill CDC]

AGREEMENT
BETWEEN
THE TOWN OF FOREST HEIGHTS
AND
GREATER OXON HILL CDC

THIS AGREEMENT, made _____, 2022 between the TOWN OF FOREST HEIGHTS, a body corporate and politic (hereinafter the "TOWN"), party of the first part, and The Greater Oxon Hill Community Development Corporation (hereinafter the "Sub-recipient").

WHEREAS, the Town has received the following Grant (hereinafter the "Grant"):

Grantor:	US Department of Treasury
Grant Title:	American Rescue Plan Act of 2021 – Treasury’s Coronavirus State and Local Fiscal Recovery Funds
Scope of Project/Services:	<p style="text-align: center;">("Negative Economic Impacts; Aid to Nonprofit Organizations")</p>
Grant Documents: (labeled and identified, i.e. "Attachment A-Grant Application, Attachment B-Conditions of Award", Attachment C-Performance Measures):	<p>All receipts for purchases, Quotes, and proof of payments must be submitted to the Town of Forest Heights upon request. A written certification of completed projects shall be submitted and maintained by the sub-recipient.</p>
	<p>The Greater Oxon Hill CDC strives to enhance the Town of Forest Heights and surrounding communities with programs to improve the health and welfare of citizens.</p>

Grant Term: 3-3-2021 – 12-31-24 Grant Number: SLT-6548 Sub-recipient Agreement Term: 7-1-22 – 6-30-23

Town Project #: TOFH-FY22-NPA-0006 *CFDA: 21.027
*(Use only 1 project # for each agreement, per year) *If funds originated from Federal Funding*

Amount of Sub-recipient Funding (this Agreement only): *Federal \$22,000.00 State \$ Town \$ Other/Specify: \$

Administering Town Department: Administration (Project Management)

Designated Town Project Director: n/a

WHEREAS, the Town is designating The Greater Oxon Hill CDC as its Sub-recipient agency for the implementation, administration, and reporting for the Grant; and

WHEREAS, the Town enters into this Agreement with the Sub-recipient for the purpose identified and further defined in the executed Grant Documents; and

WHEREAS, the Town desires to assign its duties and responsibilities under the Grant to the Sub-recipient to implement the Grant on behalf of the Town, consistent with the Grant Documents; and

WHEREAS, Sub-recipient desires to fulfill the duties and responsibilities under the Grant as a sub-recipient; and

WHEREAS, Sub-recipient has reviewed and understands the terms and conditions of the Grant and all exhibits hereto (collectively, the "Grant Documents"), and agrees to abide by such terms and conditions; and

WHEREAS, the Sub-recipient accepts the responsibility and related financial compensation (pass-through funding) to perform the approved grant activities, and acknowledges that the terms and conditions of the Grant shall be made binding on the Sub-recipient; and

WHEREAS, the Town seeks to set forth provisions governing the rights and responsibilities of the Town and the Sub-recipient with respect to pass-through grant funding.

NOW, THEREFORE, the parties hereto agree as follows:

1. Sub-recipient shall implement the program (hereinafter the "Project") and achieve the objective(s) identified in the Grant Documents, attached hereto and incorporated herein by reference in accordance with the terms and conditions in the Grant Documents during the Grant Term.
2. Sub-recipient shall perform all the obligations of the Town under the Grant Documents, including, but not limited to, programmatic requirements set forth in the Grant Agreement, any and all reporting and record-keeping requirements, compliance with procurement and spending requirements. The obligations of the Sub-recipient under this paragraph shall continue until completion of reporting and audit requirements and until the Grantor has closed out the Grant, whichever shall last occur, and shall survive the termination of this Agreement.
3. The Sub-recipient agrees to indemnify and hold the Town harmless from any claim or demand arising from this Grant.
4. Sub-recipient shall establish regulations and procedures necessary for the proper administration of such funds consistent with the terms and conditions of the Grant Documents.
5. Sub-recipient shall adhere to and comply with all applicable laws, regulations, circulars, and guidelines related to the Grant, including but not limited to, 2 CFR Part 200—Uniform Administrative Requirements, Cost Principles, grantor requirements, and audit requirements for Federal Awards.

6. Sub-recipient shall adhere to and comply with the Human Service Agreements Manual ("HSAM") if the Grant is funded, in whole or in part, by the Department of Health and Mental Hygiene ("DHMH"). Current link for the HSAM is (subject to change):

http://dhmh.maryland.gov/docs/hsam_093005.pdf

Sub-recipient and any sub-vendor of Sub-recipient that has Cost-Reimbursement Contracts over \$100,000 under DHMH funded grants shall adhere and comply with the DHMH Summary of Sub-Vendor Audit Requirements (over \$100,000 Cost-Reimbursement Contracts, *under same grant number*). Current link for the Summary is (subject to change):

http://www.dhmh.state.md.us/docs/audit_standards.pdf

7. Sub-recipient shall account for expenditures in accordance with generally accepted accounting principles and in accordance with the terms and conditions of the Grant Documents.
8. Sub-recipient shall maintain accurate financial records, in a form acceptable to Grantor and the Town, of all transactions relating to the receipt and expenditure of the Grant funds, and to Sub-recipient's matching funds, if applicable.
9. Sub-recipient shall retain all records and other documents relevant to the Grant and this Agreement, including forms previously submitted to the Town in accordance with its requirements, for period of no less than three (3) years from the Grant's completion date (or longer as required by the terms of the award or any pending litigation). Sub-recipient shall make the aforementioned records, and its administrative offices, personnel, whether full-time, part-time, consultants or volunteers, who are involved in the Project available to Grantor and Town upon request. Grantor and Town may conduct inspections of the Project at any time during the term of this Agreement.
10. Sub-recipient shall submit the following reports to the Town:
- Copies of any audits performed on Sub-recipient's records by other entities;
 - Audited financial statements within six (6) months after the Sub-recipient's Fiscal Year End.*
 - To the extent that the Sub-recipient is required to have a single-audit performed, such report shall also be submitted to the Town at completion, but no more than six (6) months after the close of the Sub-recipient's fiscal year.

**The Grantee may, in writing, request an extension which must be approved by the Town's Chief Financial Officer or Town Administrator.*

11. All requests for reimbursement from Sub-recipient to Town shall include documentation from the Sub-recipient's General Ledger which ties to funds requested to the Project. Sub-recipient hereby acknowledges and agrees that payment by the Town is contingent upon the availability of funds, and that the Town shall not be responsible for payment in the event that funds are not available to the Town. Reimbursement to the sub-recipient by the Town shall be made only after receipt of all required reports, related back-up, and payment from the Grantor.
12. The Town's financial obligations to Sub-recipient under the Grant are limited to those expenditures reimbursed by Grantor. If Grantor shall at any time disallow costs, render costs ineligible or seeks reimbursement of any payments made pursuant to the Grant Documents, Sub-recipient shall indemnify the Town for such costs and reimbursements and all expenses related thereto, including attorney's fees. If such a repayment is required, the Town shall notify the Sub-recipient in writing of such requirement, and Sub-recipient shall make repayment to the Town within fifteen (15) days of receipt of such notice.

13. There will be no requirement to reimburse Town for costs and expenses incurred by the Town for the administration of this Grant except as provided in this Agreement.
14. Sub-recipient shall provide required matching funds or program deficit funding, if applicable, in an amount and manner required by the Grant Documents.
15. The Sub-recipient shall submit a modification request in a manner and form consistent with the requirements of the Grantor and the Town in the event that it becomes necessary to modify or alter the total amount of the grant, the amount of funds budgeted in a grant category or to modify or alter the terms of performance. A modification, if approved by the Town and Grantor, shall become part of this Agreement.
16. In the event that during the term of this Agreement any disputes arise between the parties in connection with performance of this Agreement, each party shall make reasonable effort to resolve the dispute by mutual negotiation, adjustment, and compromise.
17. The failure of a party to enforce, at any time, a provision of this Agreement or to exercise any right which may be provided herein shall in no way be construed to be a waiver of such provision or right, nor in any way to affect the validity of this Agreement or any part thereof or the right of the party to enforce thereafter each and every provision and right.
18. The Sub-recipient certifies that it now complies and will continue to comply with all federal, state, and local laws and regulations pertaining to equal employment opportunity practices.
19. The Town shall notify the Sub-recipient, in writing, of a default under this Agreement. The Sub-recipient shall have thirty (30) days from the date of such notice to cure the default in a manner satisfactory to the Town and the Grantor. Upon the failure of the Sub-recipient to cure the default in a manner satisfactory to the Town and the Grantor, the Town, in addition to the remedies set forth in the Grant Documents, shall have the following remedies:
 - a. the Sub-recipient shall not be entitled to any undisbursed portions of the Grant;
 - b. the Town may, at its option, require the Sub-recipient to repay all funds improperly expended by the Sub-recipient; and
 - c. the Town may take all other actions available to it by law or in equity.
20. All covenants, agreements, representations, and warranties made in this Agreement and in any other documents delivered pursuant hereto shall survive closeout of the Grant and shall continue in full force and effect until the Sub-recipient, on behalf of the Town, has complied with all terms and conditions of any close-out agreement executed by and between Grantor and the Town for the grant.

21. All reports, notices, consents or approvals required under this Agreement shall be in writing and shall be deemed to have been given properly if and when mailed by first class certified mail, return receipt requested, postage prepaid, as follows:

To Town: Mayor and Council of Forest Heights
Attn: Town Administrator
5508 Arapahoe Dr
Forest Heights, MD 20747

Copied to Sub-recipient: Greater Oxon Hill CDC, 5427 Indian Head Highway
Forest Heights, Maryland 20745

or to such other address as the parties above shall have furnished to the other in writing.

22. Sub-recipient releases the Town and agrees the Town shall not have any liability for, and agrees to protect, indemnify and hold harmless the Town, from and against any and all liabilities, suits, actions, claims, demands, losses, expenses and costs of every kind and nature incurred by or asserted or imposed against the Town as a result of actions taken or not taken by the Sub-recipient pursuant to the Grant Documents. All money expended by the Town as a result of such liabilities, suits, actions, claims, demands, losses, expenses or costs shall be immediately, and without notice, due and payable by the Sub-recipient to the Town.
23. This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland.
24. This Agreement has been duly executed and delivered by the Town and the Sub-Recipient, in such manner and form as to comply with all requirements necessary to make this Agreement the valid and legally binding and enforceable act and agreement of the Town and the Sub-Recipient.
25. Either party may terminate this Agreement by giving thirty (30) days written notice to the other party. In such case, neither party shall be liable for any damages, penalties, demobilization or contract termination expenses of any nature. In the event of a conflict between this clause and any other clause of this Agreement, this clause shall control.
26. Sub-recipient and its officers or directors shall have no authority to bind or obligate the Town to any contract, undertaking or obligation without the express written authorization of the Town except as specifically enumerated in the Grant Documents or this Agreement.
27. By entering into this Agreement, the Town and its "employees", as defined in the Local Government Tort Claims Act, §§5-301, *et seq.* of the *Courts and Judicial Proceedings Article* of the *Annotated Code of Maryland*, does not waive sovereign immunity, does not waive any defense and does not waive any limitations of liability, all as may be provided for by law. No provision of the Grant Documents or this Agreement modifies or waives any provision of the *Local Government Tort Claims Act* or the *Maryland Tort Claims Act*.
28. It is not intended by any of the provisions of the Grant Documents or this Agreement to create in the public, or any member thereof, third party beneficiary status in connection with the performance of the obligations herein without the written consent of the Town and the Grantor, and notwithstanding concurrence in or approval of the award of any contract or subcontract or the solicitation thereof in fulfilling the obligations of the Agreement.
29. No elected official, appointed official, employee, servant, agent or law enforcement officer shall

be held personally liable in contract for performance obligations arising under the Grant Documents or this Agreement; and any extension or renewals thereof, provided they are acting within the course and scope of their employment or governmental duties and responsibilities, and further provided that the contract is authorized by law and appropriations have been made for performance of the Agreement.

30. The Town's financial obligations, if any, under this Agreement are contingent upon sufficient appropriations and authorization being made by the Town for the performance of this Agreement. The Town's decision as to whether sufficient appropriations are available shall be accepted by the other party or parties to this Agreement and shall be final.
31. In the event any portion of these provisions are found to be unconstitutional, illegal, null or void, by a court of competent jurisdiction, it is the intent of the parties to sever only the invalid portion or provision, and that the remainder of the provisions shall be enforceable and valid, unless deletion of the invalid portion would defeat the clear purpose of the provisions, or unless deletion of the invalid portion would produce a result inconsistent with the purpose and intent of the parties in entering into this Agreement.
32. The parties hereto agree that the above writing constitutes the entire agreement between them concerning this matter and that there are no understanding, promises or arrangements binding either part hereto that have not been written herein. The parties further agree that this Agreement can be amended only by written agreement signed by the parties hereto.
33. Additional Sub-recipient Information:
- a. Is Sub-grant award \$25,000 or less in total (under same grant number)? Yes or No
- b. Is Sub-recipient Organization Gross Income from all sources LESS than \$300,000? Yes or No
- c. Will this Sub-grant award require the disclosure of classified information? Yes or No

33. Additional Sub-recipient Information (continued):

d. Are the names and total compensation of the five most highly compensated officers in the Sub-recipient Organization and their total compensation available to the public, upon request? Yes or No. If yes, skip table box and go to next item. If no, please complete table below:

Top Five Executives by Name	Total Compensation

Sub-recipient Organization's DUNS Number: and SAM.gov Expiration:

Sub-recipient Organization's Location and Congressional District:

Sub-recipient Organization's Place of Performance and Congressional District:

Document Execution

WITNESS the hands and seals of the parties.

Attest:

TOWN OF FOREST HEIGHTS

by:

Calvin Washington, Mayor

Attest:

Greater Oxon Hill CDC Executive Director

by:

Christina Martin
Sub-Recipient Signatory HERE

Approved as to Legal Form and Sufficiency:

Kevin Best, Esq, Town Attorney

GREATER OXON HILL COMMUNITY DEVELOPMENT CORPORATION

Unique Entity ID
WUEQBGB9Y818

Registration Status

Expiration Date

🔒 Active Registration

Aug 9, 2023

CAGE/MCAGE
7DFN5

Purpose of Registration
All Awards

Physical Address
5427 Indian Head WAY
Forest Heights, Maryland
20745-1968, United States

Mailing Address
5427 Indian Head WAY
Forest Heights, Maryland
20745-1968, United States

TOWN OF FOREST HEIGHTS
RESOLUTION 62-22

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF FOREST HEIGHTS, MARYLAND TO APPROVE THE FULL-TIME EMPLOYMENT AND APPOINTMENT OF DARYL GREEN AS A CODE ENFORCEMENT OFFICER, WITH COLLATERAL DUTIES AS ANIMAL CONTROL OFFICER, TO SERVE WITHIN THE FOREST HEIGHTS POLICE DEPARTMENT

Introduced By: Mayor Calvin Washington and Council President Troy Lilly

WHEREAS, pursuant to Section 33-18(b) of the Charter, all full-time subordinate officers and employees of the offices, departments, and agencies of the Town government shall be appointed and removed by the Mayor with the consent of the Council, in accordance with rules and regulations of any merit system which may be adopted by the Council; and

WHEREAS, pursuant to Section 23.9 of the Town Code, the appointment of the Code Enforcement Officer shall be approved by ordinance or resolution, and a Code Enforcement Officer shall be appointed by the Mayor with the consent of the Council; and

WHEREAS, the Mayor and the Town Administrator finds that it is in the best interest of the Town to appoint a full time Code Enforcement Officer with collateral duties as Animal Control Officer at this time; and

WHEREAS, Daryl Green is to be hired to fill the vacancy for Code Enforcement Officer and will have the Collateral Duties of Animal Control Officer; and

WHEREAS, The Chief of Police has advised that Mr. Green has the necessary training, knowledge, and experience to serve as a full-time Code Enforcement Officer with collateral duties as Animal Control Officer; and

WHEREAS, the Chief of Police advised in order to maintain Code Enforcement coverage and provide Animal Control Services the Police Department will need to hire full-time personnel; and

NOW THEREFORE BE IT RESOLVED, that the Town Council hereby approves, consents to, and ratifies the appointment of Daryl Green to the position of Code Enforcement Officer with the Collateral Duty of Animal Control Officer

BE IT FURTHER RESOLVED, that said Code Enforcement officer's salary shall be paid from line item 7056 Salary from the FY2023 Budget; and

AND BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon its passage.

TOWN OF FOREST HEIGHTS
RESOLUTION 62-22

BE IT FURTHER RESOLVED, that this Resolution shall take effect immediately upon passage.

PASSED this ___ day of November 2022.

APPROVED: By Resolution of the Town Council of The Town of Forest Heights, Maryland

<u>ROLL CALL VOTE</u>	<u>YEA/NAY/ABSTAIN/ABSENT</u>
WASHINGTON	_____
KENNEDY	_____
NOBLE	_____
BARNES	_____
HINES	_____
LILLY	_____
ATKINSON	_____

ATTEST:

THE MAYOR AND COUNCIL OF THE TOWN
OF FOREST HEIGHTS, MARYLAND

Sherletta Hawkins, Town Clerk

By: _____
Calvin Washington, Mayor

CERTIFICATION

I, hereby certify, as the duly appointed Town Clerk of the Town of Forest Heights, Maryland, that on the ___ day of November, 2022 with ___ Aye votes and ___ Nay votes the aforesaid Resolution ___-22 passed.

Sherletta Hawkins, Town Clerk

**THE TOWN OF FOREST HEIGHTS
RESOLUTION 63-22**

A RESOLUTION TO APPROVE A PROPOSAL AND CONTRACT WITH CHOICE CONCRETE CONSTRUCTION, INC. FOR SIDEWALK AND CURB REPLACEMENT TO IMPROVE WATER FLOW BETWEEN 5901 SHOSHONE DRIVE AND 5812 CHOCTAW DRIVE

Introduced by: Mayor Calvin Washington

WHEREAS, the Charter, Section 33-73 (Public ways, control) states that the Town of Forest Heights (the "Town") shall have control of all public ways in the Town except such as may be under the jurisdiction of the State Roads Commission of Maryland or Prince George's County and that subject to the laws of the State of Maryland and this Charter, the Town may do whatever it deems necessary to establish, operate, and maintain in good condition the public ways of the Town; and

WHEREAS, the Town has undertaken various activities in the past designed to improve water drainage of streets, roads, alleys and by-ways in the Town, which began with the preparation of the Drainage Assessment and Inspection Report and the Pedestrian Facilities Assessment and Transition Plan prepared by Pennoni Associates Inc. on January 22, 2011 (the "Report"); and, this was an undertaking generally referred to by the Town as the "Forest Heights Permeable Green Streets Project;" and

WHEREAS, the Report provides information on the Town's storm drainage infrastructure, and Appendix F (Drainage Phase Plan) of the Report is a town-wide Drainage Inlet Map with colorized phases (phase 1-14) recommending phases of repair of the stormwater infrastructure systems; and

WHEREAS, on October 7, 2013, the Mayor and Council pursuant to Resolution 70-13 approved an engineering proposal by Pennoni Associates, Inc., for design of the reconstruction of North Huron Drive, which included an allowance to subcontract with A.D. Marble & Company ("A.D. Marble") whereby Pennoni would incorporate final drainage, SWM, E&S and landscape designs developed by A.D. Marble to prepare a comprehensive set of final design plans, and to further allow Pennoni to incorporate construction specifications, estimates and permits/approvals obtained by A.D. Marble into the final construction and bidding documents; and

WHEREAS, the North Huron Drive Sidewalks – Phase I Project (Contract No. FHRFB 2-17) included reconstruction of more than 2,300 linear feet of pervious concrete sidewalk, reconstruction/upgrades to driveway aprons, construction of ADA compliant concrete ramps, tree and fence removal and installation, and pavement markings to allow for pedestrian flow and access to the area schools; and

WHEREAS, the Mayor and staff reports that for years because of the topography of Forest Heights, rainstorm events have caused water to rush severely from Shoshone and Choctaw Drive, and that this stormwater, following through the natural topographic flow, floods, encroaching upon driveways, front yards and threatens infiltrating the homes of several residents; and

WHEREAS, the Mayor and staff further reports that one major contributing factor is that the sidewalk is in disrepair is little to no curbing to catch and divert the water due to historic repaving of

**THE TOWN OF FOREST HEIGHTS
RESOLUTION 63-22**

the street, layer upon layer, reducing the curb height and rendering it ineffective; therefore, in response to the problem, the administration has asked Choice Concrete to provide a proposal to address the matter and their solution described in its proposal, attached hereto as Exhibit A; and

WHEREAS, the Charter, Section 33-66(g) (Purchases and contracts) states that the Mayor and Council by a two-thirds vote may waive the competitive bidding requirements of said section for good cause shown for sole source procurements of unique products and services provided written findings are made as to the basis of such waiver shall be placed in the journal of the Council's proceedings; and

WHEREAS, the Council finds that some of the rationale for waiving Town competitive procurement requirements are as follows: (i) the bidding process would add at least 30 days to the procurement process and the winter months and colder weather may not allow the project to start until next year; however, Choice Concrete is prepared to mobilize as soon as possible to schedule the project, (ii) the Town has a history of numerous successful repaving and stormwater related projects completed by Choice Concrete, (iii) when the Town had requested bids for similar projects, Choice Concrete has a history of submitting the lowest cost bid with quality service as recently demonstrated with the completed Cree Drive project, (iv) such a stormwater mitigation project should be considered a public safety issue or, at the least a potential "infrastructure hazard" that could expose the Town to legal liability since street maintenance is considered under Maryland law to be a proprietary interest without the typical governmental immunities, (v) the Town is currently in the process of completing a Draft Capital Improvement Plan (CIP) which will prioritize Town Capital and Infrastructure projects and identify funding sources tied to the Budget, and funding has been identified for this project; and

WHEREAS, the Council further finds that time is of the essence and only one named supplier can meet needs within the expedited timeframe; and

WHEREAS, the Staff recommends awarding a contract to Choice Concrete Construction, Inc., a business in good standing with the State and, as stated, having performed numerous contracts with the Town; and

WHEREAS, the Town wishes to enter into an agreement with Choice Concrete Construction, Inc. to perform the above-described repairs in the amount of \$36,520.00

NOW, THEREFORE BE IT RESOLVED that the Town Council hereby accepts the aforementioned Proposal entitled " Proposal No. 22 – 643: Remove and replace existing installed sidewalks, curb and aprons on Shoshone Drive to Choctaw Drive." dated October 3rd, 2022, and further approves and authorizes the Town to proceed with the said contract quoted at \$36,520.00 (plus a 10% contingency amount not exceeding a total project amount of \$40,172.00) with certain terms and conditions enumerated therein, prepared by Choice Concrete Construction, Inc., a Maryland company that is in good standing with the State, which is attached hereto and incorporated by reference herein as Exhibit A.

AND, BE IT FURTHER RESOLVED that the Town Council hereby authorizes the finalized written contract with Choice Concrete Construction, Inc. to be paid pursuant to FY23

**THE TOWN OF FOREST HEIGHTS
RESOLUTION 63-22**

Budget Line Item(s): 8200 (*American Rescue Plan Act Expenditures*) with any proofs of insurance and indemnifications deemed necessary by the Town Administrator to protect the Town and carry out the performance of the project described herein.

AND, BE IT FURTHER RESOLVED, that prior to the Mayor signing the approved proposal or contract and notwithstanding anything in said contract to the contrary, the authorized representative of said company or firm shall provide proof of insurance indemnifying the Town, to the satisfaction of the Town Administrator, and that the Contractor shall agree by signing a release and waiver that it will provide and maintain at all times during the term of this agreement, or any other contract it has with the Town, such insurance coverage (Commercial General Liability, Business Automobile Liability, and Workers' Compensation) to adequately protect the Town or as otherwise required by law and that the Contractor shall cover any claim that may arise while engaged in work under any agreement with the Town.

AND, BE IT FURTHER RESOLVED that the Town Council by a two-thirds vote hereby waives the competitive bidding requirements of Section 33-66 of the Town Charter for good cause shown for sole source procurements of unique products and services.

AND, BE IT FURTHER RESOLVED that the Town Administrator and Town Treasurer shall ensure that the Annual Budget Ordinance, as amended, and any duly authorized amendatory budget resolutions, and the detailed line-item budget/quarterly financial reports are properly introduced, enumerated and amended to accommodate, validate and reflect the intent of this Resolution.

AND, BE IT FURTHER RESOLVED that the Mayor, on behalf of the Town, is hereby authorized to enter into the subject Proposal/Contract and execute any other necessary documents needed to carry out the intent of this Resolution prior to the commencement of any work; and

AND, BE IT FURTHER RESOLVED, that the Mayor shall ensure that the Acting or Interim Public Works Supervisor obtains and reviews for sufficiency any necessary traffic control or barricading plans in order to protect the travelling public during the course of construction described in the above approved proposal/contract;

AND BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon its passage.

PASSED this ____ day of November 2022.

APPROVED: By Resolution of the Town Council of The Town of Forest Heights, Maryland

ROLL CALL VOTE

YEA/NAY/ABSTAIN/ABSENT

LILLY

KENNEDY II

NOBLE

**THE TOWN OF FOREST HEIGHTS
RESOLUTION 63-22**

BARNES _____
HINES _____
WASHINGTON _____
ATKINSON _____

ATTEST: THE TOWN OF FOREST HEIGHTS,
MARYLAND

Sherletta Hawkins, Town Clerk

By: _____
Calvin Washington, Mayor

By: _____
Troy Lilly, Council President

CERTIFICATION

I, hereby certify, as the duly appointed Town Clerk of the Town of Forest Heights, Maryland, that on the ___ day of November 2022 with ___ Aye votes and ___ Nay (2/3rds supermajority) votes the aforesaid Resolution ___-22 passed.

Sherletta Hawkins, Town Clerk

[Exhibit A - Choice Concrete Construction, Inc. *Proposal/Contract (dated October 3rd, 2022, 2022)*]



11225 Old Baltimore Pike
Beltsville, MD 20705

Phone: (301) 937-0048
Fax: (301) 937-1116

October 3rd, 2022

- Concrete
- Sidewalks
- Curb & Gutter
- Dumpster Pads
- ADA Flamps
- Steps & Landings
- Aprons
- Driveways

Town of Forest Heights
5508 Arapahoe Drive
Forest Heights, MD 20745

Attn:
jconnor@forestheightsmd.gov
Melvin Watkins
240-640-3518
mwatkins@forestheightsmd.gov

Reference: Proposal No. 22 – 643: Remove and replace existing installed sidewalks, curb and aprons on Shoshone Street to Choctaw Drive.

- Asphalt
- Milling
- Patching
- Paving
- Sealcoat
- Striping
- Speed Bumps

Per your request Choice Concrete will provide labor and material to install the following:

Demo and replace deteriorated sidewalks as marked on site with Melvin the public works director. The repairs will begin on 5901 Shoshone Street and around to finish at 5812 Choctaw Drive. All sidewalks will be repaired per TDS #19 attached.

Price: \$30,640.00

- Concrete
- Sidewalks
- Curb & Gutter
- Dumpster Pads
- ADA Flamps
- Steps & Landings
- Aprons
- Driveways

*As discussed, there is a minimal amount of curb and gutter that needs to be removed and replaced that makes sense to be included with the above work. Approximately 120 linear feet per TDS #18 attached.

Price: \$5,880.00

To be added to above price if authorized.

- Asphalt
- Milling
- Patching
- Paving
- Sealcoat
- Striping
- Speed Bumps



Notes & Exclusions:

1. Payment terms net 30 days.
2. COI on file.
3. One (1) year warranty for workmanship and materials from date of Invoice. The warranty will become null and void if payment terms are not met.
4. Choice to provide traffic control.
5. A 3% processing fee on all Credit Cards Payments. Not included in above price.

If you have any questions, please let us know. If you would like to accept our proposal, please sign below, and return to me. This Agreement will not be binding until we receive the signed Agreement, and we approve and sign the Agreement below.

ACCEPTED:

X _____
Authorized Signature

Date

X _____
Print Name and Title

BY: CHOICE CONCRETE CONSTRUCTION, INC.

Authorized Signature

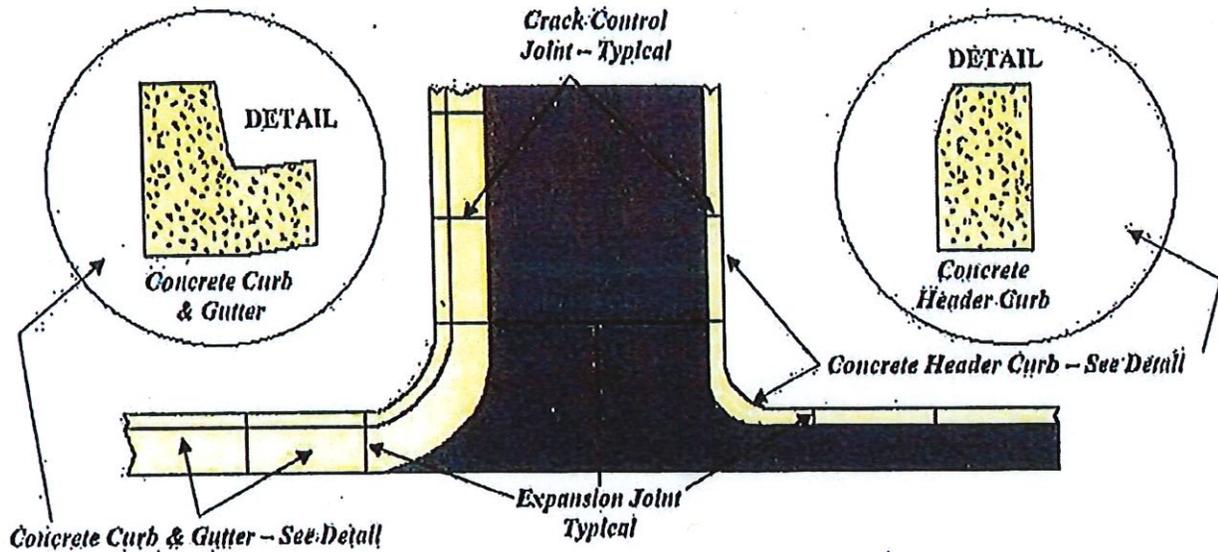
Date

TDS – Information Sheet – 18



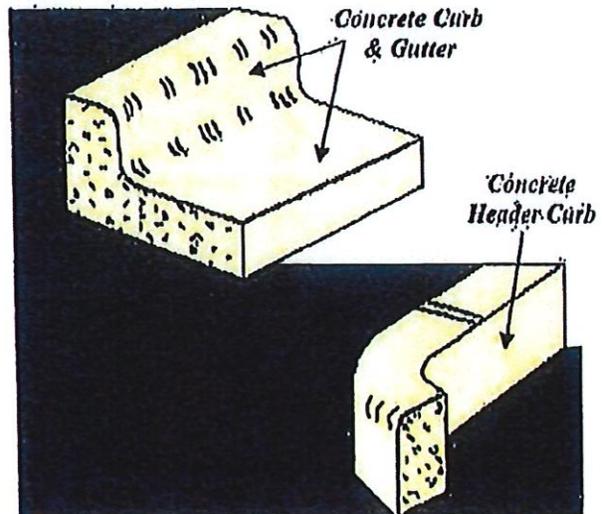
Bellsville, MD
301-937-0046 Main Office
301-937-1115 Office Fax
www.choiceconcreteinc.com

Concrete Curb Installation



SCOPE:

- Lay out and mark all areas of repair.
- Demolish and remove areas to be repaired to the nearest joint or saw cut. Dispose of all debris offsite.
- Cut walls of demolition to produce vertical edges.
- Install forms as necessary to retain and support concrete.
- Roll existing sub-grade materials to achieve maximum density.
- Install full-depth 3,500 PSI air entrained concrete to match existing adjacent curbs. Install expansion joint material every 100 linear feet, at the beginning and end of short radii and at structures. Install crack control joints every 10 linear feet. Concrete surface finish to be light-broom finished to ensure traction.
- Provide protection against elements as necessary to promote curing of new installation.
- Remove forms and backfill adjacent disturbed areas using onsite materials.

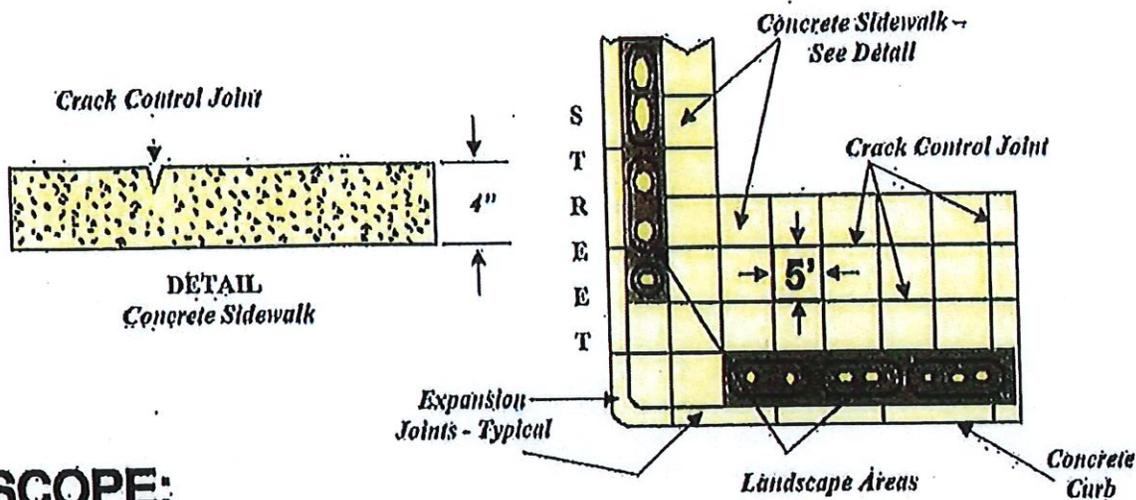


TDS - Information Sheet - 19



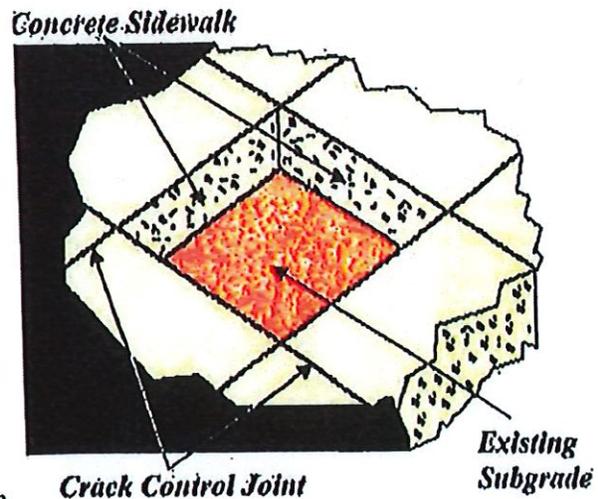
Bellsville, MD
301-937-0046 Main Office
301-937-1116 Office Fax
www.choiceconcreteinc.com

Concrete Sidewalk Installation



SCOPE:

- Lay out and mark all areas of repair.
- Demolish and remove areas to be repaired to the nearest joint or saw cut. Dispose of all debris offsite.
- Cut walls of demolition to produce vertical edges.
- Install forms as necessary to retain and support concrete.
- Roll existing sub-grade materials to achieve maximum density.
- Install 4" depth 3,500 PSI air entrained concrete and finish level with top adjacent concrete. Install expansion joint material every 30 linear feet on center and crack control joints every 5 linear feet on center. Light-broom finish concrete surface to ensure traction (unless otherwise specified).
- Provide protection against elements as necessary to promote curing of new installation.
- Remove forms and backfill adjacent disturbed areas as specified using onsite materials.



**TOWN OF FOREST HEIGHTS
RESOLUTION 64-22**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF FOREST
HEIGHTS, MARYLAND TO APPROVE THE EMPLOYMENT AND APPOINTMENT
OF ZAEQUAN PRAILOW AS AN ADMINISTRATIVE POLICE CLERK TO SERVE
WITHIN THE FOREST HEIGHTS POLICE DEPARTMENT**

Introduced By: Mayor Calvin Washington

WHEREAS, pursuant to Section 33-66 of the Charter of the Town of Forest Heights (the "Charter") the Town shall have the power to employ such officers and employees as it deems necessary to execute the powers and duties provided by the Charter or other state law and to operate the Town government; and

WHEREAS, pursuant to Section 33-18(b) of the Charter, all full-time subordinate officers and employees of the offices, departments, and agencies of the Town government shall be appointed and removed by the Mayor with the consent of the Council, in accordance with rules and regulations of any merit system which may be adopted by the Council; and

WHEREAS, pursuant to Section 23.9 of the Town Ordinance Code, certain minimum qualifications for an Administrative Police Clerk is stated therein, and the Chief of Police has verified to the Mayor and Council that the candidate is of good moral character and emotionally stable, as determined by a comprehensive background investigation, which includes fingerprinting of the applicant and a search made of local, state and criminal records, including a check of military, selective service, employment and driving records; and

WHEREAS, pursuant to Section 7.90 of the Employee Handbook each new or promoted employee shall be notified of his or her probationary status, and unless other law, regulation or valid contract states otherwise (as in the case of existing merit employees), and at the end of 180 days and satisfactory evaluation by the Supervisor, Police Chief and Mayor, and should the performance evaluation be unsatisfactory, the Police Chief and Mayor may extend the probation period for an additional 180 days; and

WHEREAS, the Council finds that Zaequan Prailow has shown that he has the necessary experience, training, and knowledge to serve as an Administrative Police Clerk in the Police Department and it is in the best interest of the Town to appoint Mr. Prailow as an Administrative Police Clerk.

NOW THEREFORE BE IT RESOLVED, that the Town Council hereby consents to the Mayor's appointment of Zaequan Prailow as an Administrative Police Clerk at the annual salary of \$47,000; and

BE IT FURTHER RESOLVED, that said officer's salary shall be paid from line item 7401 Salary from the FY2023 Budget; and

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon its passage.

AND BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon its passage.

**TOWN OF FOREST HEIGHTS
RESOLUTION 64-22**

PASSED this ___ day of November 2022.

APPROVED: By Resolution of the Town Council of The Town of Forest Heights, Maryland

<u>ROLL CALL VOTE</u>	<u>YEA/NAY/ABSTAIN/ABSENT</u>
LILLY	_____
KENNEDY II	_____
NOBLE	_____
BARNES	_____
HINES	_____
WASHINGTON	_____
ATKINSON	_____

ATTEST:

THE TOWN OF FOREST HEIGHTS, MARYLAND

Sherletta Hawkins, Town Clerk

By: _____
Calvin Washington, Mayor

By: _____
Troy Lilly, Council President

CERTIFICATION

I, hereby certify, as the duly appointed Town Clerk of the Town of Forest Heights, Maryland, that on the ___ day of November 2022 with ___ Aye votes and ___ Nay (2/3rds supermajority) votes the aforesaid Resolution ___-22 passed.

Sherletta Hawkins, Town Clerk

**RESOLUTION 65-22
THE TOWN OF FOREST HEIGHTS**

**A RESOLUTION TO APPROVE A CONTRACT WITH MARYLAND-NATIONAL
CAPITAL PARK AND PLANNING COMMISSION FOR THE ESTABLISHMENT OF A
COMMUNITY MAINTENANCE & BEAUTIFICATION PROGRAM**

Introduced By: Mayor Washington and Council President Troy Lilly

WHEREAS, pursuant to Article 21 of the Town Code and Resolution 57-21, the Mayor and Council has created committees including a Beautification and Appearance Committee, which shall advise and assist the Town Council by identifying, recommending, developing programs and projects to improve community appearance, including but not limited to identification of appearance problems, preparing plans to improve community appearance, recommending policies, programs, projects. Seeking grant opportunities and coordinating volunteer beautification projects; and

WHEREAS, pursuant to the Town Charter, §33-20, the Council shall have, in addition, the power to pass ordinances not contrary to the laws and Constitution of this State, for the following specific purposes: (11) (Cooperative activities) to make agreements with other municipalities, counties, districts, bureaus, commissions, and governmental authorities for the joint performance of or for cooperation in the performance of any governmental functions, and (10) (Community Services) to provide, maintain, and operate community and social services for the preservation and promotion of the health, recreation, welfare, and enlightenment of the inhabitants of the Town... and (25) (Grants-in-Aid) to accept gifts and grants of Federal or of State funds from the Federal or State governments or any agency thereof, and to expend the same for any lawful public purpose, agreeably to the conditions under which the gifts or grants were made; and

WHEREAS, by action undertaken pursuant to Maryland Annotated Code, Land Use Article, the governing body of Prince George's County, Maryland, has appropriated for the Town of Forest Heights (the "Town") certain funds totaling \$100,000 in Council Resolution CB-55-2022 for the establishment of a Community Maintenance & Beautification Program; and

WHEREAS, the Mayor and Council finds that Council Resolution CB-55-2022 was enacted for the purpose of approving the Prince George's County portion of the Maryland-National Capital Park and Planning Commission budget and making appropriations and levying certain taxes for Fiscal Year 2023 for the Maryland-National Capital Park and Planning Commission, pursuant to the provisions of the Land Use Article of the Annotated Code of Maryland, as amended ("Land Use Article"); and

WHEREAS, the Commission and the Town desire to cooperate with each other to provide for the establishment of the Community Maintenance & Beautification Program to coordinate and provide services for community-based programming for residents of District 8 and Prince Georges County; and

WHEREAS, the Town as contractor for the Commission will use these funds during the period of July 1, 2022 – June 30, 2023 (FY '23), for, the maintenance of public spaces, improved landscaping, improved signage, and litter abatement, as well as to coordinate with other public and

RESOLUTION 65-22
THE TOWN OF FOREST HEIGHTS

private sector resources to accomplish program goals and, to conduct environmental education workshops for residents on planting, gardening and composting in service to people in District 8 pursuant to a budget stated in the proposed contract's scope of services; and

WHEREAS, the Mayor and Council finds that it may also be necessary to hire additional public works employees, contractors to provide analysis and feasibility studies, as well as landscape architects when necessary, and an individual to coordinate these activities; and

WHEREAS, local municipalities and funding is on a reimbursement basis and is often referred to as "Project Charges" or also referred to as "Legislative Mandates."

NOW THEREFORE BE IT RESOLVED, that the Town Council hereby approves the above-referenced Contract with exhibits incorporated herein by reference as Exhibit A; and

BE IT FURTHER RESOLVED, that the Mayor with the assistance of the Town Administrator using existing Town personnel polices shall retain, hire or contract with qualified individuals to serve part time in part-time capacity to implement this program at salaries or contractual cost not to exceed the personnel costs contained within Exhibit A; and

BE IT FURTHER RESOLVED, that the Treasurer in cooperation with the Town Attorney shall prepare the necessary amendatory budget ordinances or resolutions, and any corresponding detailed line-item budgets to accommodate the necessary appropriations and authorized expenditures derived from the allocated funds totaling \$100,000 in Council Resolution CB-55-2022 for the establishment of the Community Maintenance & Beautification Program to provide a complete financial plan for the applicable budget year; and

BE IT FURTHER RESOLVED, that the Mayor and Council hereby appoint the following persons to serve on the Beautification and Appearance Committee with cognizance to provide advice, and guidance regarding the subject grant proceeds and program:
_____ ; and

BE IT FURTHER RESOLVED, that the Mayor is authorized to execute on behalf of the Council said contract and any other ancillary documents, exhibits, certificates, affidavits, waivers or related minor agreements with the Commission to provide said services relating to the Community Maintenance & Beautification Program and carry out the purposes of this Resolution; and

BE IT FURTHER RESOLVED, that the Mayor is further authorized to sign this Resolution on behalf of the Council for said funding providing such agreement is approved by the Council; and

BE IT FURTHER RESOLVED, that this Resolution shall take effect immediately upon its passage.

PASSED this ____ day of November 2022.

**RESOLUTION 65-22
THE TOWN OF FOREST HEIGHTS**

APPROVED: By Resolution of the Town Council of The Town of Forest Heights, Maryland

ROLL CALL VOTE

YEA/NAY/ABSTAIN/ABSENT

LILLY	_____
KENNEDY II	_____
NOBLE	_____
BARNES	_____
HINES	_____
WASHINGTON	_____
ATKINSON	_____

ATTEST:

THE TOWN OF FOREST HEIGHTS,
MARYLAND

Sherletta Hawkins, Town Clerk

By: _____
Calvin Washington, Mayor

By: _____
Troy Lilly, Council President

CERTIFICATION

I, hereby certify, as the duly appointed Town Clerk of the Town of Forest Heights, Maryland, that on the ___ day of November 2022 with ___ Aye votes and ___ Nay votes the aforesaid Resolution ___-22 passed.

Sherletta Hawkins, Town Clerk

[Exhibit A - Contract]



THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION
Department of Parks and Recreation, Prince George's County
6600 Kentilworth Avenue Riverdale, Maryland 20737

October 26, 2022

Mr. Linwood Robinson, Town Administrator
The Town of Forest Heights
5508 Arapahoe Drive
Forest Heights, Maryland 20745

Re: FY23 Project Charge Recipient Information

Dear Mr. Robinson:

The Prince George's County Council has awarded your organization funding under its Project Charge and Program Support Program. The funding has been placed in the Maryland-National Capital Park and Planning Commission's FY23 budget to be disbursed to your organization pursuant to Council Bill CB-55-2022. This funding is to be used July 1, 2022, through June 30, 2023.

As part of the award process, we require that all organizations enter into an agreement with the Commission. The agreement will include in detail, a scope of services that fully meets the Department's mission and core services. The agreement will also include the appropriate budget, terms and supporting documentation, and expenses directly attributed to the program and services provided which shall be approved by the Commission. The Southern Recreation and Leisure Services Division Chief, Angela Anglin (Commission's Coordinator) and Louise Cisse, of the Financial Management Unit will work with the Town of Forest Heights this fiscal year to support the Department of Public Works in efforts to beautify the community and to provide community-based programming for the residents of Council District 8. Louise Cisse will serve as your primary point of contact regarding your FY23 Project Charge agreement. This letter serves as notification of your award. **Funding is on a reimbursable basis** and your agreement will provide a list of eligible expenditures in Exhibit D.

Award

Community Maintenance and Beautification	\$100,000
Youth and Community Programming	<u>\$100,000</u>
	\$200,000

Mission of the Prince George's County Department of Parks and Recreation

All project charges and program support placed in our adopted operating budget by the Prince George's County Council shall fully meet the Department of Parks and Recreation, Prince George's County mission and core services in accordance with Maryland Annotated Code, Land

Use Article. To receive the project charge payments, entities must enter into a contract with the Commission clearly defining the scope of the services to be provided and the reimbursement process. The services must also meet the core mission of the Commission as authorized in the Maryland Annotated Code, Land Use Article. Such determinations shall be made by the Department of Parks and Recreation, Legal, and Finance. This determination shall be made prior to a contract being transmitted to the County, municipality, or organization. The Department's mission and core services are as follows:

In partnership with County citizens, provide comprehensive park and recreation programs, facilities, and services which respond to changing needs within our communities. Strive to preserve, enhance, and protect open spaces to enrich the quality of life for the present and future generations in a safe and secure environment.

Develop and maintain a comprehensive park system by maintaining all parks, roads, grounds and structures, and protect patron and property safety.

Provide recreation programs and services by providing sports, leagues, clinics, tournaments, camps, recreation and interpretative classes, and leisure/recreation experiences.

Preserve the environment and open space, and conserve natural resources.

Again, we look forward to working with your organization this year. If there are additional questions or concerns, I can be reached at clifton.brown@pgparks.com or 301-446-3469.

Sincerely,

Clifton Brown

Clifton L. Brown, Jr., Acting Budget Manager
Department of Parks and Recreation

Attachment

Exhibit A

(Scope of Services)

By and Between the Maryland-National Capital Park and Planning Commission and The Town Of Forest Heights

Control No. XXXXXX-001

Date: July 1, 2022 – June 30, 2023

The scope of work (the "Work") requires **TOWN OF FOREST HEIGHTS** (the "Contractor") support the Department of Public Works in efforts to beautify the Forest Heights community and other neighboring areas creating and maintaining a desirable living community. Without limiting the community generality of the foregoing, the Contractor shall undertake the following tasks:

Sanitation & Beautification (\$50,000)

Contractor will use these funds to create a livable community for residents in District 8 to live and raise families. These include:

- Maintenance of Public Spaces -Improved signage, landscaping, and litter abatement
- Partnerships- Coordinate with other public and private sector resources including the Greater Oxon Hill Community Development Corporation to accomplish program goals
- Environmental Education-Workshops for residents on planting, gardening, and composting

Special Projects (\$20,000)

Contractor will organize and plan projects to improve the livable community in District 8

- Commercial Business Façade Improvement-Community Based Businesses will get support in improving their Facades
- Repaving Commercial Business Parking Lots-Community Based Businesses parking lots will be repaved
- Tree Inventory-The Town of Forest Heights continues it's commitment to the environment and will strategically plant trees throughout the Town
- Property Acquisition for Town Community Center-An abandoned former medical center in the town is being sought to be redeveloped as The Town of Forest Heights Community Center

Personnel (\$15,000)

Contractor will hire additional Public Works staff, and contractors to provide analysis, feasibility studies, and landscaping architects

Equipment (\$15,000)

Contractor will purchase tools and materials used for the purpose of tree maintenance, landscaping, gardening, waste removal, street and sidewalk repair, and painting or façade enhancements

Category	Allocation
Sanitation & Beautification	\$50,000
Special Projects	\$20,000
Personnel	\$15,000
Equipment	\$15,000

CONTRACT

THIS CONTRACT ("Contract") made as of July 1, 2022 (the "Effective Date"), by and between The Maryland-National Capital Park and Planning Commission, 6611 Kenilworth Avenue, Riverdale, Maryland 20737, a public body corporate and agency of the State of Maryland hereinafter called the "Commission", and the Town of Forest Heights, Maryland, a political subdivision of the State of Maryland, hereinafter called the "Town," located at Arapahoe Drive, Forest Heights, MD 20745.

RECITALS

WHEREAS, pursuant to the Maryland Annotated Code, Land Use Article, the Commission has authority to initiate, conduct, direct or cause to be conducted or directed under its supervision a comprehensive program of recreation which may include physical, social, mental and creative opportunities for leisure-time participation as deemed advisable; and

WHEREAS, Town's mission is to serve as a general-purpose government and provide for the health, welfare and safety of the residents of and sojourners to the Town; and

WHEREAS, by action undertaken pursuant to Maryland Annotated Code, Land Use Article, the governing body of Prince George's County, Maryland, has appropriated for Contractor certain funds totaling \$100,000 in Council Resolution CB-55-2022; and

WHEREAS, the Commission and the Contractor desire to cooperate with each other to provide for the establishment of a Community Maintenance & Beautification Program to coordinate and provide services for community-based programming for residents of District 8 and Prince Georges County.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, and for other good and valuable consideration, the parties do covenant and agree as follows:

1. Scope of Work and Term. Contractor shall furnish all labor, materials and incidental supplies necessary or appropriate to perform the Scope of Services set forth in Exhibit A attached hereto and incorporated herein. The term of this Contract (the "Term") shall be July 1, 2022 through June 30, 2023, and Contractor shall substantially complete the Work no later than the last day of such Term. Any terms or conditions that are required to be completed after the expiration of this Contract shall survive the expiration of this Contract.

2. Compensation. The Commission shall pay Contractor in consideration for performing the Scope of Services a sum not to exceed \$100,000 (the "Program Fee"). The Program Fee shall be paid to Contractor after the completion of Scope of Services rendered and the submission of proper invoice(s) to the Commission. The Contractor shall prepare the invoices to the reasonable satisfaction of the Commission's Secretary-Treasurer and shall not submit invoices more frequently than once a month. Said invoice shall include supporting documentation or financial reports for expenses and a narrative report adequately describing the Scope of Services provided and shall contain a separate line item for each of the tasks outlined in Exhibit A. Supporting

documentation shall also include Contractor's publication(s) demonstrating the required acknowledgement of the Commission as a contributor and Commission logo, as further described in paragraph 3.5 below. The Contractor shall not be entitled to any remaining portion of the Program Fee for any expenses that are incurred after June 30, 2023. All invoices should be submitted to the Commission's coordinator for this Contract: (Angela Anglin, Division Chief, Southern Recreation Leisure Services, 10701 Livingston Road, Fort Washington, Maryland 20744 (301-203-6000) ("Commission Coordinator").

2. Financial Reporting and Other Requirements.

3.1 Contractor designates Linwood Robinson, Jr, Town Administrator to serve as the liaison to the Commission's Coordinator.

3.2 Contractor shall submit a current list of its Mayor and Town Council. The Town Charter and Ordinance Code is available at <https://forestheightsmd.gov/>.

3.3 Contractor shall provide the Commission with a final program and financial report for the Term by August 1, 2023.

3.4 On or before November 1, 2023, Contractor shall provide the Commission with an audit, review or compilation, as applicable, as required by the following chart:

If Contractor's total annual support and revenue is:	Then Contractor shall provide to Commission:
>\$750,000	Audit by independent Certified Public Accountant ("CPA")
\$100,000 - \$750,000	Review by independent CPA
<\$100,000	Compilation by CPA; if not using a CPA, the compilation must be prepared by an independent qualified accountant.

3.5 Contractor shall recognize and acknowledge the Commission as a contributor in all publications that reference Contractor's programs or whenever acknowledgements are given. This acknowledgement should include the following language: "Made possible in part through funding provided by the Maryland-National Capital Park and Planning Commission, Department of Parks and Recreation, Prince George's County." In addition, this language is to be accompanied by a logo provided by the Commission's Contract Coordinator.

3.6 Contractor shall use funds as outlined in Exhibit A. Should any changes to the estimated costs of the proposed schedule of activities exceed more than 10%, Contractor shall make a written request to the Commission for permission to re-direct use of funds. Funds shall not be used for expenses related to fundraising.

3.7 Intentionally omitted.

3.8 Intentionally omitted.

3.9 The Contractor acknowledges and agrees that it shall retain its business records for at least three (3) years and that the Commission shall have the right to examine the Contractor's records. Upon request, the Commission's auditor may examine the Contractor's records for verification of any expenses or costs incurred by the Contractor to determine whether the Contractor is in compliance with the terms contained herein.

3.10 The Commission may withhold reimbursement for services that are publicized without the required acknowledgement. Failure to abide by any of the requirements contained in this Paragraph 3 shall be deemed a material breach of this Contract, subject this Contract to immediate termination by the Commission, and may make Contractor ineligible for future contracts with the Commission.

3. Compliance With Laws, Rules and Regulations; No Discrimination.

4.1 Contractor shall be bound by and comply with (at its sole cost and expense) all federal, state and local laws, ordinances and regulations (hereinafter collectively referred to as "Laws") applicable to the obligations provided under this Contract. Without limiting the generality of the foregoing, Contractor expressly covenants that it shall comply with all applicable Laws pertaining to wages, workers' compensation, equal employment opportunity, and shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, color, national origin, or disability within the meaning of such Laws.

4.1.2 Also without limiting the generality of the foregoing, Contractor expressly covenants that any of its personnel provided to perform the services herein who will be in direct contact with children ages seventeen (17) and under and/or with vulnerable adults shall apply for a national and State criminal history record check according to the requirements provided under Title 5 of the Family Article of the Annotated Code of Maryland, at Subtitle 5, Part V. Any such personnel provided by Contractor shall complete and submit the application required for this purpose no later than thirty (30) days from the signing of this Contract or, for newly hired personnel, at the time personnel is hired. Further, the Contractor shall return the affidavit to the Commission, attached hereto and incorporated herein as Exhibit C, listing the names of all personnel who have applied for a criminal history records check, the dates of the applications, a warrant and representation that it shall take any appropriate action regarding the information received as a result of the criminal history record checks, and that the reports are subject to inspection by the Commission. The date of application of the criminal history records check must be within the last two (2) years unless Contractor uses Criminal Justice Information Services (CJIS) for background checks. No payments shall be released to the Contractor until the Commission is in receipt of the affidavit and failure to submit the affidavit shall be considered a material breach of this Contract.

4.2. Contractor shall be bound by and comply with the Commission's Policy Guidelines for Project Charges which are attached hereto as Exhibit D.

4. Termination. This Contract may be terminated by the Commission upon thirty (30) days written notice. In the event of such termination, Contractor shall receive compensation for valid services rendered prior to such termination. Notwithstanding any provision in this Contract, the Commission may immediately terminate this Contract for cause for the following reasons: any non-performance; incomplete service; fraud; any fraudulent representation in any invoice or

verification required to obtain payment under this Contract; any derogatory information obtained in connection with the criminal history records checks; or services performed in conflict with the terms and conditions of this Contract. The occurrence of any of these conditions shall constitute a material breach of this Contract and the Commission may terminate this Contract with written notice to Contractor effective immediately.

5. Indemnification and Hold Harmless. Subject to and without waiving common law and other governmental immunities and the provisions §5-301 et seq., Local Government Tort Claims Act, Courts and Judicial Proceedings Article, Annotated Code of Maryland, Contractor shall defend, indemnify and hold harmless the Commission, its commissioners, officers, directors, agents, servants and employees, and their respective heirs, personal and legal representatives, guardians, successors and assigns, from and against any and all claims, threats, liabilities, taxes, interest, fines, penalties, suits, actions, proceedings, demands, damages, losses, costs and expenses (including attorneys' and experts' fees and court costs) of every kind and nature arising out of, resulting from, or in connection with:

6.1. Contractor's activities pursuant to this Contract, including, without limitation, any act or omission by Contractor's employees, agents, guests and invitees;

6.2. Any misrepresentation or breach by the Contractor of any representation or warranty contained in this Contract;

6.3. Any non-performance, failure to comply or breach by Contractor of any covenant, promise or agreement of Contractor contained in this Contract, except as to any such non-performance, failure or breach approved in advance by the Commission or caused by the Commission's contributory negligence; or,

6.4. Any debts, obligations, duties and/or liabilities of Contractor not expressly assumed by the Commission pursuant to the provisions contained in this Contract.

7. Miscellaneous Provisions.

7.1. Notices. Except as otherwise herein expressed as to the submission of invoices and required reports, any notice, request, demand, and consent or other communications required or may be given under this Contract shall be given in the following manner:

7.1.1. If to the Commission, by First Class US mail with postage prepaid to:
Angela Anglin, Division Chief
Southern Recreation Leisure Services
10701 Livingston Road
Fort Washington, Maryland 20744

with copy to:

Executive Director
The Maryland-National Capital Park and Planning Commission
6611 Kenilworth Avenue, Suite 402
Riverdale, MD 20737

General Counsel
The Maryland-National Capital Park and Planning Commission
6611 Kenilworth Avenue, Suite 200
Riverdale, MD 20737

7.1.2 If to Contractor, by First Class US mail with postage prepaid to:
Linwood Robinson, Jr. Town Administrator
The Town of Forest Heights
5508 ARAPAHOE DRIVE
FOREST HEIGHTS, MD 20745

7.2. Severability; Incorporated Terms; and Order of Precedence. Any provision of this Contract that is held by a court or tribunal of competent jurisdiction to be prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability, without invalidating or rendering unenforceable the remaining provisions of this Contract. In the event of any conflict between the terms and conditions expressed in this Contract and those expressed in any Exhibit annexed hereto, the terms and conditions expressed herein shall be deemed to control.

7.3. Integration; Amendment; Waiver; Assignment. This instrument contains the entire and integrated Contract made by and between the parties hereto and pertaining to the subject matter hereof. The terms and conditions expressed herein shall supersede all prior negotiations, representations or agreements, either written or oral. No provision of this Contract may be amended, waived, or otherwise modified without the prior written consent of all of the parties hereto. No action taken pursuant to this Contract, including any investigation by or on behalf of any party, shall be deemed to constitute a waiver by the party taking such action of compliance with any representation, warranty, covenant or agreement herein contained. The waiver by any party hereto of a breach of any provision or condition contained in this Contract shall not operate or be construed as a waiver of any subsequent breach or of any other conditions hereof.

7.4. Section Headings. The section and other headings contained in this Contract are for reference purposes only and shall not affect the meaning or interpretation of this Contract.

7.5. Counterparts. This Contract may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

7.6. Applicable Law; Jurisdiction and Venue; Service of Process. This Contract was made in the State of Maryland, and shall be governed by, construed, interpreted and enforced in accordance with the laws of the State of Maryland. All suits, proceedings and other actions relating to, arising out of or in connection with this Contract shall be submitted to the *in personam* jurisdiction of the courts of the State of Maryland and venue for all such suits, proceedings and other actions shall be in Prince George's County, Maryland. The parties hereby waive any claim against or objection to *in personam* jurisdiction and venue in the courts of Prince George's County, Maryland.

7.7. Use of Genders. Whenever used in this Contract, the singular shall include the plural and vice versa, and the use of any gender shall include all genders and the neuter.

7.8. Authorization and Validity of Agreements. The signatories hereto, each and respectively, warrant that he or she has the full right, power and authority to execute, acknowledge, seal and deliver this Contract and to perform the transactions contemplated by this Contract. This Contract has been duly executed, acknowledged, sealed and delivered by the parties as their legal, valid and binding obligations, enforceable against the parties, respectively, in accordance with its terms.

7.9. No Partnership or Joint Venture. Nothing herein contained is intended or shall be construed in any way to create or establish the relationship of partners or a joint venture for any purpose whatsoever.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Contract under seal, with the intention of making it a sealed instrument, on the date first above written.

WITNESSED BY:

THE TOWN OF FOREST HEIGHTS

Name:

By: _____

Name: _____

Title: _____

ATTEST:

THE MARYLAND-NATIONAL CAPITAL
PARK AND PLANNING COMMISSION

Gavin Cohen
Secretary Treasurer

By: _____

Asuntha Chiang-Smith

Executive Director

APPROVED AS TO LEGAL SUFFICIENCY

M-NCPPC LEGAL DEPARTMENT

Exhibit B

Certificate of good standing issued by the Maryland Department of Assessments and Taxation

N/A -- Municipal corporation

Exhibit C
[Affidavit]

**By and Between The Maryland-National Capital Park and Planning Commission and
THE TOWN OF FOREST HEIGHTS**

AFFIDAVIT

I, **Linwood Robinson**, under the penalties of perjury do solemnly swear:

1. I am the Town Administrator of The Town of Forest Heights.
2. As the Town Administrator, I have personal knowledge of the facts contained herein and I am authorized to submit this affidavit on behalf of The Town of Forest Heights, Maryland.
3. The following personnel will be providing services under the Contract with The Maryland-National Capital Park and Planning Commission ("Commission"), and said personnel, in compliance with Title 5 of the Family Article of the Annotated Code of Maryland, at Subtitle 5, Part V, have applied for a federal and state criminal history records check on the dates shown below:

Name of Personnel	Date of Application	Application Number

4. On behalf of The Town of Forest Heights, I warrant and represent that any new personnel hired during the term of the Contract with the Commission shall immediately file for a federal and state records check.

5. On behalf of The Town of Forest Heights, I warrant and represent that any appropriate action shall be taken regarding the information received as a result of the criminal history record checks and the reports shall be subject to inspection by the Commission upon request.

6. On behalf The Town of Forest Heights, I warrant and represent that the date of application of the criminal history records check is within the last two (2) years unless The Town of Forest Heights uses Criminal Justice Information Services (CJIS) for background checks.

I do solemnly swear and affirm under the penalties of perjury that the information contained herein is true to the best of my knowledge, information and belief.

Printed Name: **Linwood Robinson**

Date

Exhibit D

POLICY GUIDELINES FOR PROJECT CHARGES

Mission of the Prince George's County Department of Parks and Recreation

All project charges and program support placed in our adopted operating budget by the Prince George's County Council shall fully meet the Department of Parks and Recreation, Prince George's County mission and core services in accordance with Maryland Annotated Code, Land Use Article. In order to receive the project charge payments, entities must enter into a contract with the Commission clearly defining the scope of the services to be provided and the reimbursement process. The services must also meet the core mission of the Commission as authorized in the Maryland Annotated Code, Land Use Article. Such determinations shall be made by the Department of Parks and Recreation, Legal, and Finance. This determination shall be made prior to a contract being transmitted to the County, municipality or organization. The Department's mission and core services are as follows:

In partnership with County citizens, provide comprehensive park and recreation programs, facilities, and services which respond to changing needs within our communities. Strive to preserve, enhance, and protect open spaces to enrich the quality of life for the present and future generations in a safe and secure environment.

Develop and maintain a comprehensive park system by maintaining all parks, roads, grounds and structures, and protect patron and property safety.

Provide recreation programs and services by providing sports, leagues, clinics, tournaments, camps, recreation and interpretative classes, and leisure/recreation experiences.

Preserve the environment and open space, and conserve natural resources.

Reimbursable Expenses

- The Prince George's County Department of Parks and Recreation shall only reimburse the County, municipalities, and organizations for expenses that are directly related to the mission and core services of the Department that are being provided by the County, municipality or organization.
- The Commission's Secretary-Treasurer shall make the final determinations as to which expenses are allowable and which are not.
- These determinations along with the complete budget and scope of services (statement of work) for the project charges and program support shall be identified in the contract between the Commission and the County, municipality or organization.
- The general types of expenses that are allowed include:
 - Direct staff costs to operate and manage the program or provide the services
 - Supplies and materials directly associated with the program or services
 - Contracted services that are directly related to operating and managing the programs or providing the services
- No overhead or pro-rated type administrative costs will be allowed.

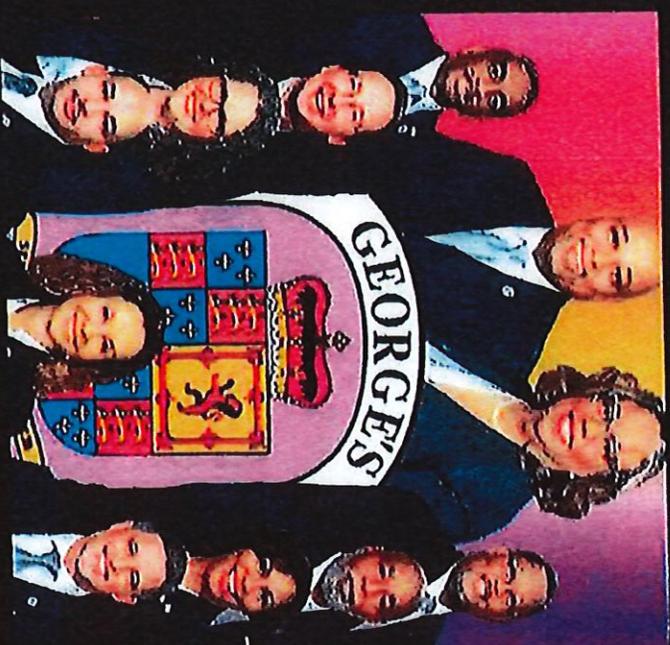
- Payment requests must be accompanied by an invoice for actual costs incurred along with supporting documents and/or financial reports with sufficient detail to enable the Commission to verify that the costs were incurred for the programs identified and that the Commission property taxes used as the funding source are being spent on allowable purposes.
- Advance payments are not allowable.
- For non-County government entities, if the costs are for capital improvements or for operating costs in advance of a capital improvement, a use agreement must be executed to enable the Commission to receive fair value for the funding provided.
- For salary/compensation expenses, the County, municipality or organization shall provide a payroll register or a suitable mechanism to verify payroll expenses. For supplies and materials, other services and charges including contracted services, and any capital purchases, the County, municipality or organization shall provide receipts with original signatures verifying that the goods or services were received.
- Contract should describe what documentation will be required.
- All work or services must be fully complete or provided by the end of the fiscal year (June 30) in which the funding was approved by the County Council

Vendor Requirements

- Statement of Work per the above sections
- By-Laws (for Non-Profits)
- Affidavit
- Certificate of Good Standing from State of Maryland (for Non-Profits)
- Articles of Incorporation

What are Project Charges?

- Legislative mandates in which the county council appropriates funding levels within the Commission's operating budget for outside entities
- Funding can support other areas of County government, specific County programs, community groups and municipalities
- Funding is on a reimbursement basis
- Also referred to as Legislative Mandates (formal documents)
- CB-55-2022



Project Charge Funding

- Recipient groups include non-profits, local colleges, and local municipalities
- FY23 project charge awards totaled **\$3,923,150**; a funding increase of \$617,500 above FY22.
 - \$676,800 – Park Fund (6)
 - \$3,246,350 – Rec Fund (80)
- Contract execution start dates varies
- Spending must occur within the fiscal year (July 1st – June 30th)
- Coordinated effort between the Organization, Division Chiefs and Budget Team
- Contract routing for FY23 will occur in Adobe Sign



**TOWN OF FOREST HEIGHTS
RESOLUTION 66-22**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF FOREST
HEIGHTS, MARYLAND TO APPROVE THE EMPLOYMENT AND APPOINTMENT
OF ANTHONY WILLIAMS AS A POLICE OFFICER TO SERVE WITHIN THE
FOREST HEIGHTS POLICE DEPARTMENT AND TO APPROVE A
REIMBURSEMENT AGREEMENT**

Introduced By: Mayor Calvin Washington

WHEREAS, pursuant to Section 33-66 of the Charter of the Town of Forest Heights (the "Charter") the Town shall have the power to employ such officers and employees as it deems necessary to execute the powers and duties provided by the Charter or other state law and to operate the Town government; and

WHEREAS, pursuant to Section 33-18(b) of the Charter, all full-time subordinate officers and employees of the offices, departments, and agencies of the Town government shall be appointed and removed by the Mayor with the consent of the Council, in accordance with rules and regulations of any merit system which may be adopted by the Council; and

WHEREAS, pursuant to Section 23.2 of the Town Ordinance Code, certain minimum qualifications for police officers is stated therein, and the Chief of Police has verified to the Mayor and Council that the candidate is of good moral character and emotionally stable, as determined by a comprehensive background investigation, which includes fingerprinting of the applicant and a search made of local, state and criminal records, including a check of military, selective service, school and credit agency records; and

WHEREAS, pursuant to General Order No. 2016-1 (Ch. 2, § 3) sworn personnel will remain on probation until successfully completing twelve (12) consecutive months of full-time employment with the FHPD and authorized by the FHPD Chief of Police as having successfully completed the probation period; and

WHEREAS, the Council finds that Anthony Williams has shown that he has the necessary experience, training, MPTC certifications and knowledge to serve as a Police Officer in the Police Department and it is in the best interest of the Town to appoint Mr. Williams as a Police Officer.

NOW THEREFORE BE IT RESOLVED, that the Town Council hereby consents to the Mayor's appointment of Anthony Williams as Police Officer at the annual salary of \$50,000.00; and

BE IT FURTHER RESOLVED, that said officer's salary shall be paid from line item 8300 Salary from the FY2023 Budget; and

BE IT FURTHER RESOLVED that the Town Council hereby approves the Reimbursement Agreement, attached hereto, and incorporated herein, as Exhibit 1, which requires said Officer to reimburse the Town in an amount not to exceed \$5,000 should he be unwilling to serve the requisite minimum of two (2) years.

**TOWN OF FOREST HEIGHTS
RESOLUTION 66-22**

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon its passage.

PASSED this ___ day of November 2022.

APPROVED: By Resolution of the Town Council of The Town of Forest Heights, Maryland

<u>ROLL CALL VOTE</u>	<u>YEA/NAY/ABSTAIN/ABSENT</u>
LILLY	_____
KENNEDY II	_____
NOBLE	_____
BARNES	_____
HINES	_____
WASHINGTON	_____
ATKINSON	_____

ATTEST:

THE TOWN OF FOREST HEIGHTS, MARYLAND

Sherletta Hawkins, Town Clerk

By: _____
Calvin Washington, Mayor

By: _____
Troy Lilly, Council President

CERTIFICATION

I, hereby certify, as the duly appointed Town Clerk of the Town of Forest Heights, Maryland, that on the ___ day of November 2022 with ___ Aye votes and ___ Nay votes the aforesaid Resolution __-22 passed.

Sherletta Hawkins, Town Clerk

THE TOWN OF FOREST HEIGHT POLICE OFFICER
REIMBURSEMENT AGREEMENT

THIS AGREEMENT, effective as of _____ (the "Effective Date"), by and between _____ ("Employee"), and THE TOWN OF FOREST HEIGHTS, MARYLAND, a Maryland Municipal Corporation, 5508 Arapahoe Drive, Forest Heights, Maryland 20745 (the "Town").

RECITALS:

WHEREAS the Town desires to hire the Employee to serve as a police officer and desires to make such employment contingent upon certain conditions; and,

WHEREAS the Town will incur significant costs in connection with the hiring, training and outfitting of the Employee as a new police officer; and,

WHEREAS the purpose of this Agreement is to ensure that the Town receives the services of a police officer for a minimum of two (2) years in order that the Town may recoup the investment of time and money expended in training and outfitting the Employee.

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt of which is hereby acknowledged, and in consideration of the mutual benefits and promises herein made, the Employee and the Town agree as follows:

1. The term of this Agreement begins as of the Effective Date of hire and expires twenty-four (24) months after the Effective Date of hire.
2. The Employee will serve in a probationary status for a period of twelve (12) months from the Effective Date of this Agreement. During the period of probation, the Employee is an "employee at will" and the Mayor, based on the Chief's recommendation may, in his/her sole discretion, terminate the Employee with or without cause.
3. The Town agrees to provide all necessary uniforms, equipment, materials and training in order to prepare the Employee for assuming the duties of a Forest Heights Police Officer. In particular, the Employee may be required to attend, at the Town's expense, police training including but not limited to the Comparative Compliance Course (Law Enforcement Review Class) at the Public Safety and Security Institute at PGCC, which may cost approximately \$735.00 or more. The Town's police department will also pay for a ballistic vest.
4. Upon completion of required initial training, the Employee shall serve as a Forest Heights Police Officer in any duty assignment or location designated by the Chief of Police or his designee.
5. The Employee shall comply with all policies, procedures, rules and requirements of the General Orders of the Forest Heights Police Department existing at the time of this Agreement and as are issued from time to time, the Town's personnel and police directives, and the Town of Forest Heights Ordinance Code.

6. The Employee and the Town agree that by hiring the Employee, the Town has lost the opportunity to hire other qualified candidates and that the Town has incurred substantial expense in hiring, paying wages, training and outfitting the Employee.

7. The Employee agrees that the total cost to the Town is extensive and difficult to determine to a reasonable degree of specificity.

8. The Employee agrees to pay a sum not to exceed \$5,000.00 to the Town as liquidated damages in the event that the Employee terminates his/her employment with the Town for any reason or otherwise breaches this Agreement, or if the Town terminates the Employee's employment during the term of this Agreement as expressed in paragraph 1 above. The amount repaid to the Town is not as a penalty; rather it is a partial reimbursement for expenses incurred by the Town. The amount of liquidated damages to be paid by the Employee is calculated as follows:

a. If the Employee's termination date is within twelve (12) months of the Effective Date of this Agreement, the Employee shall pay the amount of \$1,667.00 to the Town.

b. If the Employee's termination date is between twelve (12) and twenty-four (24) months of the Effective Date of this Agreement, the Employee shall pay to the Town the amount of \$138.89 per month for the number of months remaining in the term of this Agreement, in a total amount not to exceed \$3,333.00.

9. Termination for reasons of a physical or mental incapacity that precludes the Employee from performing the duties of a police officer shall not constitute a breach of this Agreement if a licensed physician approved by the Town certifies that the Employee is unable to perform the duties of a police officer.

10. In the event that the Employee is called to active military duty or is granted a leave of absence for any reason, the term of this Agreement as expressed in paragraph 1 above, shall be extended for a period of time equal to the time of military service or approved leave of absence.

11. Within five (5) days of the Effective Date of this Agreement the Employee shall, in writing, withdraw his or her name as a potential candidate for employment with all other law enforcement agencies.

12. The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

13. The waiver of any covenant or condition by the Town shall not be construed as a waiver of a subsequent breach of the same covenant or condition. The waiver of exercise of any legal right hereunder shall not be construed as a waiver of any other action or right the Town may have pursuant to the terms of this Agreement.

14. In the event of breach of this Agreement, the Employee agrees and consents to the Town withholding any and all sums due to the Employee from the Town, to include wages, contributions to the Employee's retirement accounts and unpaid leave as a setoff against the liquidated damages described above. The Employee further agrees to pay all court costs, attorney's fees and other costs incurred by the Town in an action to enforce this Agreement and/or to collect the liquidated damages provided for herein.

15. Assignment. This Agreement may not be assigned to any other person, firm or organization without the express written consent of Town.

16. Entire Agreement. This Agreement shall constitute the entire agreement between the parties as to the issues contained within this Agreement, and any prior understanding or representation of any kind regarding the issues contained within this Agreement preceding the date of this Agreement shall not be binding upon either party, except to the extent incorporated in this Agreement.

17. Modification of Agreement. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing, signed by each party or an authorized representative of each party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

EMPLOYEE:

WITNESS

Name:

THE TOWN OF FOREST HEIGHTS

WITNESS

By: _____

Mayor

**TOWN OF FOREST HEIGHTS
RESOLUTION 67-22**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF FOREST
HEIGHTS, MARYLAND TO APPROVE THE EMPLOYMENT AND APPOINTMENT
OF HUNTER ELMORE AS A POLICE OFFICER TO SERVE WITHIN THE
FOREST HEIGHTS POLICE DEPARTMENT AND TO APPROVE A
REIMBURSEMENT AGREEMENT**

Introduced By: Mayor Calvin Washington

WHEREAS, pursuant to Section 33-66 of the Charter of the Town of Forest Heights (the "Charter") the Town shall have the power to employ such officers and employees as it deems necessary to execute the powers and duties provided by the Charter or other state law and to operate the Town government; and

WHEREAS, pursuant to Section 33-18(b) of the Charter, all full-time subordinate officers and employees of the offices, departments, and agencies of the Town government shall be appointed and removed by the Mayor with the consent of the Council, in accordance with rules and regulations of any merit system which may be adopted by the Council; and

WHEREAS, pursuant to Section 23.2 of the Town Ordinance Code, certain minimum qualifications for police officers is stated therein, and the Chief of Police has verified to the Mayor and Council that the candidate is of good moral character and emotionally stable, as determined by a comprehensive background investigation, which includes fingerprinting of the applicant and a search made of local, state and criminal records, including a check of military, selective service, school and credit agency records; and

WHEREAS, pursuant to General Order No. 2016-1 (Ch. 2, § 3) sworn personnel will remain on probation until successfully completing twelve (12) consecutive months of full-time employment with the FHPD and authorized by the FHPD Chief of Police as having successfully completed the probation period; and

WHEREAS, the Council finds that Hunter Elmore has shown that he has the necessary experience, training, MPTC certifications and knowledge to serve as a Police Officer in the Police Department and it is in the best interest of the Town to appoint Mr. Elmore as a Police Officer.

NOW THEREFORE BE IT RESOLVED, that the Town Council hereby consents to the Mayor's appointment of Hunter Elmore as Police Officer at the annual salary of \$50,000.00; and

BE IT FURTHER RESOLVED, that said officer's salary shall be paid from line item 7057 Salary from the FY2023 Budget; and

BE IT FURTHER RESOLVED that the Town Council hereby approves the Reimbursement Agreement, attached hereto, and incorporated herein, as Exhibit 1, which requires said Officer to reimburse the Town in an amount not to exceed \$5,000 should he be unwilling to serve the requisite minimum of two (2) years.

**TOWN OF FOREST HEIGHTS
RESOLUTION 67-22**

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon its passage.

PASSED this ___ day of November 2022.

APPROVED: By Resolution of the Town Council of The Town of Forest Heights, Maryland

<u>ROLL CALL VOTE</u>	<u>YEA/NAY/ABSTAIN/ABSENT</u>
LILLY	_____
KENNEDY II	_____
NOBLE	_____
BARNES	_____
HINES	_____
WASHINGTON	_____
ATKINSON	_____

ATTEST:

THE TOWN OF FOREST HEIGHTS, MARYLAND

Sherletta Hawkins, Town Clerk

By: _____
Calvin Washington, Mayor

By: _____
Troy Lilly, Council President

CERTIFICATION

I, hereby certify, as the duly appointed Town Clerk of the Town of Forest Heights, Maryland, that on the ___ day of November 2022 with ___ Aye votes and ___ Nay votes the aforesaid Resolution ___-22 passed.

Sherletta Hawkins, Town Clerk

THE TOWN OF FOREST HEIGHT POLICE OFFICER
REIMBURSEMENT AGREEMENT

THIS AGREEMENT, effective as of _____ (the "Effective Date"), by and between _____ ("Employee"), and THE TOWN OF FOREST HEIGHTS, MARYLAND, a Maryland Municipal Corporation, 5508 Arapahoe Drive, Forest Heights, Maryland 20745 (the "Town").

RECITALS:

WHEREAS the Town desires to hire the Employee to serve as a police officer and desires to make such employment contingent upon certain conditions; and,

WHEREAS the Town will incur significant costs in connection with the hiring, training and outfitting of the Employee as a new police officer; and,

WHEREAS the purpose of this Agreement is to ensure that the Town receives the services of a police officer for a minimum of two (2) years in order that the Town may recoup the investment of time and money expended in training and outfitting the Employee.

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt of which is hereby acknowledged, and in consideration of the mutual benefits and promises herein made, the Employee and the Town agree as follows:

1. The term of this Agreement begins as of the Effective Date of hire and expires twenty-four (24) months after the Effective Date of hire.
2. The Employee will serve in a probationary status for a period of twelve (12) months from the Effective Date of this Agreement. During the period of probation, the Employee is an "employee at will" and the Mayor, based on the Chief's recommendation may, in his/her sole discretion, terminate the Employee with or without cause.
3. The Town agrees to provide all necessary uniforms, equipment, materials and training in order to prepare the Employee for assuming the duties of a Forest Heights Police Officer. In particular, the Employee may be required to attend, at the Town's expense, police training including but not limited to the Comparative Compliance Course (Law Enforcement Review Class) at the Public Safety and Security Institute at PGCC, which may cost approximately \$735.00 or more. The Town's police department will also pay for a ballistic vest.
4. Upon completion of required initial training, the Employee shall serve as a Forest Heights Police Officer in any duty assignment or location designated by the Chief of Police or his designee.
5. The Employee shall comply with all policies, procedures, rules and requirements of the General Orders of the Forest Heights Police Department existing at the time of this Agreement and as are issued from time to time, the Town's personnel and police directives, and the Town of Forest Heights Ordinance Code.

6. The Employee and the Town agree that by hiring the Employee, the Town has lost the opportunity to hire other qualified candidates and that the Town has incurred substantial expense in hiring, paying wages, training and outfitting the Employee.

7. The Employee agrees that the total cost to the Town is extensive and difficult to determine to a reasonable degree of specificity.

8. The Employee agrees to pay a sum not to exceed \$5,000.00 to the Town as liquidated damages in the event that the Employee terminates his/her employment with the Town for any reason or otherwise breaches this Agreement, or if the Town terminates the Employee's employment during the term of this Agreement as expressed in paragraph 1 above. The amount repaid to the Town is not as a penalty; rather it is a partial reimbursement for expenses incurred by the Town. The amount of liquidated damages to be paid by the Employee is calculated as follows:

a. If the Employee's termination date is within twelve (12) months of the Effective Date of this Agreement, the Employee shall pay the amount of \$1,667.00 to the Town.

b. If the Employee's termination date is between twelve (12) and twenty-four (24) months of the Effective Date of this Agreement, the Employee shall pay to the Town the amount of \$138.89 per month for the number of months remaining in the term of this Agreement, in a total amount not to exceed \$3,333.00.

9. Termination for reasons of a physical or mental incapacity that precludes the Employee from performing the duties of a police officer shall not constitute a breach of this Agreement if a licensed physician approved by the Town certifies that the Employee is unable to perform the duties of a police officer.

10. In the event that the Employee is called to active military duty or is granted a leave of absence for any reason, the term of this Agreement as expressed in paragraph 1 above, shall be extended for a period of time equal to the time of military service or approved leave of absence.

11. Within five (5) days of the Effective Date of this Agreement the Employee shall, in writing, withdraw his or her name as a potential candidate for employment with all other law enforcement agencies.

12. The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

13. The waiver of any covenant or condition by the Town shall not be construed as a waiver of a subsequent breach of the same covenant or condition. The waiver of exercise of any legal right hereunder shall not be construed as a waiver of any other action or right the Town may have pursuant to the terms of this Agreement.

14. In the event of breach of this Agreement, the Employee agrees and consents to the Town withholding any and all sums due to the Employee from the Town, to include wages, contributions to the Employee's retirement accounts and unpaid leave as a setoff against the liquidated damages described above. The Employee further agrees to pay all court costs, attorney's fees and other costs incurred by the Town in an action to enforce this Agreement and/or to collect the liquidated damages provided for herein.

15. Assignment. This Agreement may not be assigned to any other person, firm or organization without the express written consent of Town.

16. Entire Agreement. This Agreement shall constitute the entire agreement between the parties as to the issues contained within this Agreement, and any prior understanding or representation of any kind regarding the issues contained within this Agreement preceding the date of this Agreement shall not be binding upon either party, except to the extent incorporated in this Agreement.

17. Modification of Agreement. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing, signed by each party or an authorized representative of each party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

EMPLOYEE:

WITNESS

Name:

THE TOWN OF FOREST HEIGHTS

WITNESS

By: _____

Mayor

**TOWN OF FOREST HEIGHTS
RESOLUTION 68-22**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF FOREST HEIGHTS, MARYLAND TO APPROVE AN ANNEXATION CONCEPT PLAN SUPPORTING THE FUTURE GROWTH, PUBLIC SAFETY, ECONOMIC DEVELOPMENT AND GENERAL WELFARE OF THE TOWN OF FOREST HEIGHTS

Introduced By: Mayor Calvin Washington

WHEREAS, pursuant to the authority contained in Md. Code Ann., Local Gov't Art., Title 4, Subtitle 4, and Section 4-401 (a) of said Article the Town of Forest Heights may enlarge its boundaries by annexation as provided in the subtitle; and

WHEREAS, The Town has undertaken several annexation projects since 1949 and grown its incorporated limits utilizing an annexation plan throughout several of these projects as depicted on Exhibit A (Map of Ninth Extension by CPJ & Assoc. dated July 2021); and

WHEREAS, the Mayor and the Town Administrator finds that it is in the best interest of the Town to authorize staff to begin the planning and assembly of properties with requisite consents to be annexed into the jurisdictional boundaries of the Town of Forest Heights; and

WHEREAS, the Mayor and Council find that it is in the best interest of the Town of Forest Heights Government, residents, and service population to annex these properties for future growth, economic development, public works, and public safety

WHEREAS, the Town is prepared to offer municipal services to the proposed locations to be annexed; and

WHEREAS, the Mayor and Council further finds that properties abutting certain roadways are generally referred to as 5410 Indian Head Hwy (leasehold Parcel 10 rented for FHPD), Tayac Park (M-NCPPC/Forest Heights Local Park abutting Annex. Area 9), Salisbury Dr. (add properties near Annex Area 8), and Clipper Way (lots & parcels near Annex. Area 7) with surrounding properties as shown in Exhibit B (Annexation Concept Plan), attached hereto and incorporated by reference herein, and any relevant or surrounding homeowners associations will be contacted and possibly incorporated into the ongoing plan.

NOW THEREFORE BE IT RESOLVED, that the Town Council hereby approves, consents to, and authorizes staff to proceed with the annexation process and to procure the necessary permissions and professional work product necessary to produce any Annexation Plans, exhibits and Annexation Resolutions to carry forth the proposed annexations described in said concept plan.

BE IT FURTHER RESOLVED, that staff will provide to the Mayor and Council any supplemental growth plans and other detailed documents as the process progresses or changes and the annexation concept plan may be amended, expanded or decreased based on planning and

**TOWN OF FOREST HEIGHTS
RESOLUTION 68-22**

operational tempo and staff is further authorized to proceed with any annexation processes or specific annexation project regarding the above-listed annexations as shown in Exhibit B and/or referenced in the above recitals.

AND BE IT FURTHER RESOLVED, that this Resolution shall take effect immediately upon passage.

PASSED this ___ day of November 2022.

APPROVED: By Resolution of the Town Council of The Town of Forest Heights, Maryland

<u>ROLL CALL VOTE</u>	<u>YEA/NAY/ABSTAIN/ABSENT</u>
WASHINGTON	_____
KENNEDY	_____
NOBLE	_____
BARNES	_____
HINES	_____
LILLY	_____
ATKINSON	_____

ATTEST:

THE TOWN OF FOREST HEIGHTS,
MARYLAND

Sherletta Hawkins, Town Clerk

By: _____
Calvin Washington, Mayor

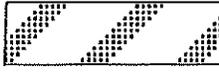
CERTIFICATION

I, hereby certify, as the duly appointed Town Clerk of the Town of Forest Heights, Maryland, that on the ___ day of November 2022 with ___ Aye votes and ___ Nay votes the aforesaid Resolution ___-22 passed.

Sherletta Hawkins, Town Clerk

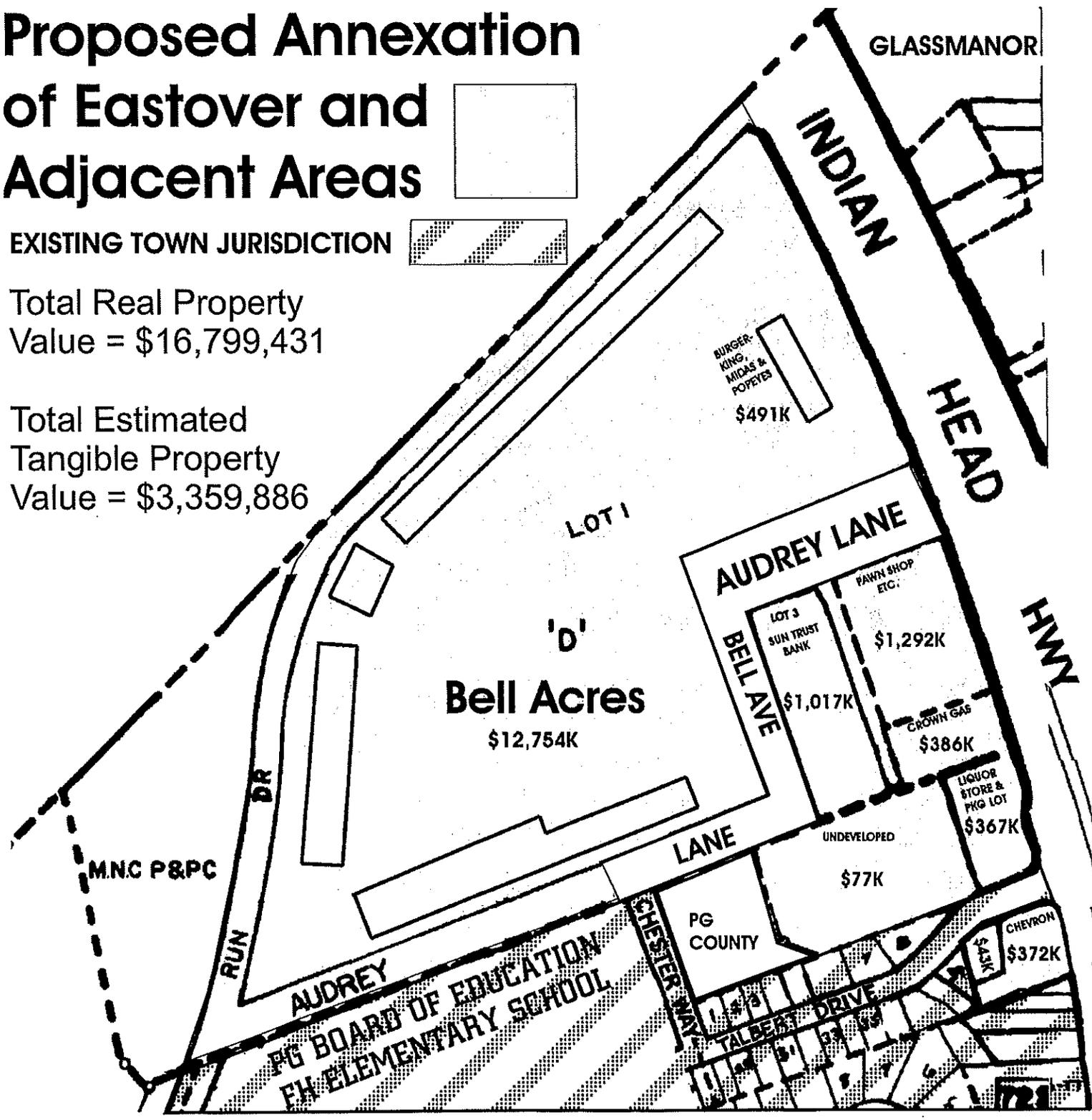
*[Exhibits A & B- Exhibit A (Map of Ninth Extension by CPJ & Assoc. dated July 2021) and
Annexation Concept Plan]*

Proposed Annexation of Eastover and Adjacent Areas

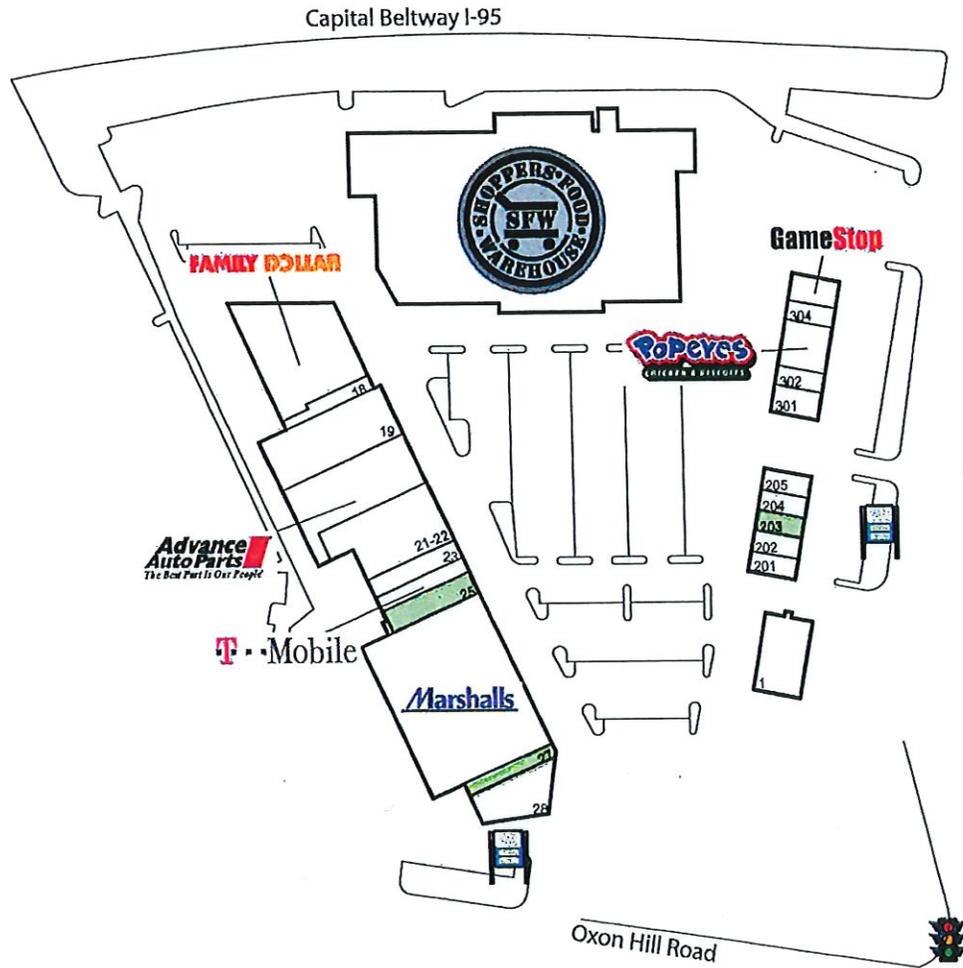
EXISTING TOWN JURISDICTION 

Total Real Property
Value = \$16,799,431

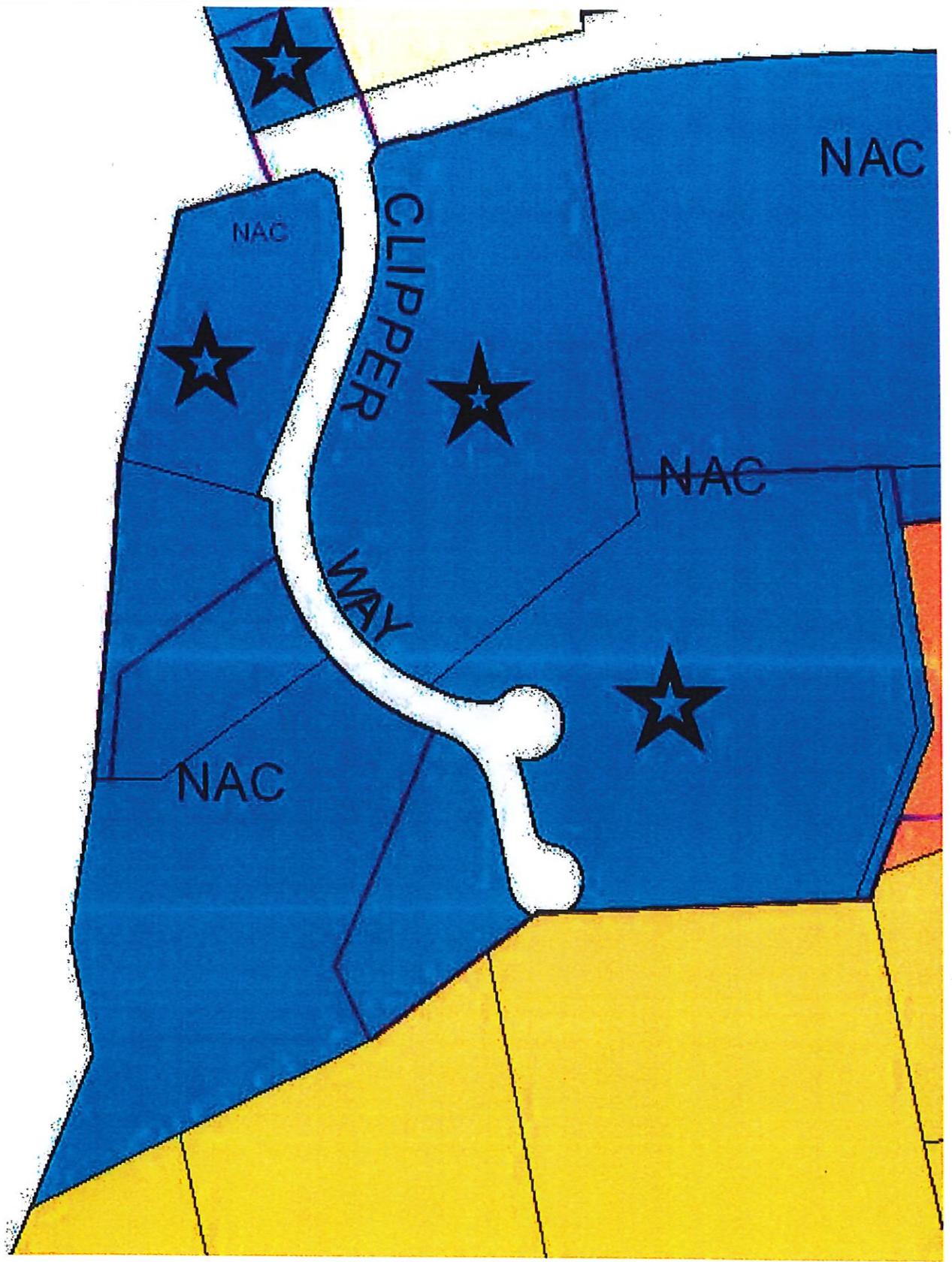
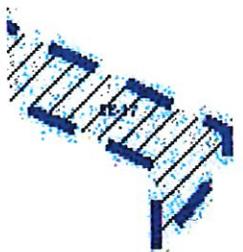
Total Estimated
Tangible Property
Value = \$3,359,886



Oxon Hill Plaza



1 Laundromat	4,000 SF	28 Levi's Restaurant	3,346 SF
3 Shoppers Food Warehouse	57,108 SF	201 Checks Cashed	1,050 SF
17 Family Dollar	10,639 SF	202 Jackson Hewitt Tax Service	1,050 SF
18 All Things In Common	1,205 SF	203 AVAILABLE	1,050 SF
19 Murry's Steaks	7,560 SF	204 New Nails	1,050 SF
20 Advance Auto Parts	8,050 SF	205 Chinese Carry Out	1,100 SF
21-22 Ocean Beauty	7,340 SF	301 Kasko's Subs	1,400 SF
23 Dudley Beauty Center	2,000 SF	302 Senate Insurance	1,000 SF
24 T-Mobile	1,500 SF	303 Popeye's	2,400 SF
25 AVAILABLE	2,150 SF	304 Rita's Ice Custard Happiness	1,000 SF
26 Marshalls	23,057 SF	305 GameStop	1,400 SF
27 AVAILABLE	1,500 SF		



**MAYOR AND COUNCIL
THE TOWN OF FOREST HEIGHTS**

ORDINANCE NO. 3-22

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE TOWN OF FOREST HEIGHTS, MARYLAND REVISING ARTICLE 15 (PARKING AND TRAFFIC) OF THE TOWN ORDINANCE CODE, BY CHANGING, OR AMENDING SECTION 15.3.2 (PARKING AND TRUCK RESTRICTIONS) TO REQUIRE "RIGHT WHEEL TO CURB" PARKING EXCEPT ON ONE WAY STREETS; AND TO AMEND SECTION 5.5 (SPEED PROHIBITED) TO INCREASE THE GENERAL SPEED LIMIT ALONG MUNICIPAL STREETS FROM 20 MPH TO 25 MPH AND GENERALLY RELATED TO THE REGULATION OF PARKING AND TRAFFIC WITHIN THE TOWN OF FOREST HEIGHTS.

Introduced By: Mayor Calvin Washington

WHEREAS, pursuant to § 33-20(a) of the Town Charter, the Council shall have the power to pass all such ordinances not contrary to the Constitution and laws of the State of Maryland or said Charter as it may deem necessary for the good government of the Town; for the protection and preservation of the Town's property, rights, and privileges; for the preservation of peace and good order; for securing persons and property from violence, danger, or destruction; and for the protection and promotion of the health, safety, comfort, convenience, welfare, and happiness of the residents of the Town and visitors thereto and sojourners therein; and

WHEREAS, pursuant to § 33-73 of the Town Charter, the Town shall have control of all public ways in the Town except such as may be under the jurisdiction of the State Roads Commission of Maryland or Prince George's County and subject to the laws of the State of Maryland and this Charter, the Town may do whatever it deems necessary to establish, operate, and maintain in good condition the public ways of the Town; and

WHEREAS, pursuant to § 25-102 of the TR Art. of the State Code, the provisions of the Maryland Vehicle Law do not prevent a local authority, in the reasonable exercise of its police power, from exercising the following powers as to highways under its jurisdiction: (1) Subject to the provisions of § 21-1003.1 of said article, regulating or prohibiting the stopping, standing, or parking of vehicles; ... (10) Altering speed limits as provided in Title 21, Subtitle 8 of said article; and

WHEREAS, pursuant to § 21-803(b) of the Transportation Article of Md. Ann. Code in school zones designated and posted by the local authorities of any municipality within each county may decrease the maximum speed limit in a school zone within the municipality to 15 miles per hour during school hours, provided the municipality pays the cost of placing and maintaining the

-
- CAPITALS** : Indicate matter to be added to existing law.
 - [Brackets]** : Indicate matter to be deleted from existing law.
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 - Asterisks * * *** : Indicate that text is retained from existing law but omitted herein.

necessary signs; and

WHEREAS, the Council finds it to be in the best interest of the Town to amend the Town's parking and traffic ordinances as provided herein below.

SECTION 1.

NOW THEREFORE, BE IT ORDAINED AND ENACTED BY THE MAYOR AND COUNCIL OF THE TOWN OF FOREST HEIGHTS, that Article 15 (Parking and Traffic) of the Town of Forest Heights Ordinance Code as written herein below is hereby enacted, adopted, revised and amended such that said Ordinance Code and said Article shall henceforth read as follows:

* * *

ARTICLE 15 – PARKING AND TRAFFIC

Section 15.3.2. Parking and truck restrictions.

Except as necessary to avoid conflict with other traffic or in compliance with law or the directions of a police officer or a traffic control device, no person shall stop, stand or park any vehicle or operate a truck or commercial vehicle as stated below in any of the following places within the Town:

A. Within 60 feet of any designated school crosswalk between the hours of 8:00 a.m. and 5:00 p.m.;

B. Within 30 feet upon the approach to any flashing signal, stop sign, yield sign, or traffic control signal located at the side of the roadway;

C. ~~[In such a position that either wheel on the side of the vehicle closest to the curb or edge of the paved street is more than 12 inches from said curb or edge]~~ EXCEPT AS OTHERWISE PROVIDED IN THIS SECTION, A VEHICLE THAT IS STOPPED OR PARKED ON A TWO-WAY ROADWAY SHALL BE STOPPED OR PARKED PARALLEL TO THE RIGHT HAND CURB OR EDGE OF THE ROADWAY, WITH ITS RIGHT HAND WHEELS WITHIN 12 INCHES OF THAT CURB OR EDGE OF THE ROADWAY, AND A VEHICLE THAT IS STOPPED OR PARKED ON A ONE-WAY ROADWAY SHALL BE STOPPED OR PARKED PARALLEL TO THE CURB OR EDGE OF THE ROADWAY, IN THE DIRECTION OF AUTHORIZED TRAFFIC MOVEMENT, WITH ITS RIGHT HAND WHEELS WITHIN 12 INCHES OF THE RIGHT HAND CURB OR EDGE OF THE ROADWAY OR ITS LEFT HAND WHEELS WITHIN 12 INCHES OF THE LEFT HAND CURB OR EDGE OF THE ROADWAY; or;

-
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* * *

Section 15.5. Speed prohibited.

A. No motor vehicle shall be operated upon any street, road or alley within the corporate limits of the Town, except Indian Head Highway, the Capital Beltway and Livingston Road, at a speed greater than [20] 25 miles per hour under any circumstances or conditions, except for emergency vehicles as permitted under the provisions of the Maryland Transportation Article, and the Motor Vehicle laws of Maryland.

B. No motor vehicle shall be operated at a speed greater than 15 miles per hour in school or playground areas or zones ALONG MUNICIPAL STREETS designated and posted by the Town Council pursuant to Section 15.3 and State law.

* * *

SECTION 2. AND BE IT FURTHER ORDAINED AND ENACTED, that any prior ordinances adopting and enacting any provision of Article 15 of said Code or any other ordinance or resolution previously adopted pertaining to a subject or subjects embodied by the title of this Ordinance or the provisions found herein shall be deemed repealed and superseded by the provisions of this Ordinance. Should a previously enacted ordinance cover a provision or subject that is not covered by this Ordinance, it shall remain in full force and effect unless it directly conflicts with the express language of this Ordinance.

SECTION 3. AND BE IT FURTHER ORDAINED AND ENACTED, that this Ordinance shall take effect thirty (30) calendar days following adoption by the Town Council, having been passed by the required yea and nay votes of the Mayor and Council of the Town of Forest Heights.

SECTION 4. AND BE IT FURTHER ORDAINED AND ENACTED, that upon passage, the Town Clerk shall cause to be published a summary of this Ordinance at least twice in the town newsletter or a newspaper having general circulation within the Town of Forest Heights.

HAVING BEEN INTRODUCED AND HAVING BEEN READ as an ordinance and passed by a yea and nay vote of the Mayor and Council of the Town of Forest Heights with the affirmative votes of at least four (4) of the members of the legislative body including the Mayor as indicated below at a Public Meeting of The Mayor and Council of the Town of Forest Heights held on this ___ day of _____ 2022, at _____ o'clock __.m., in the Municipal Building in Forest Heights, Maryland.

PASSED this ___ day of November 2022.

-
- CAPITALS : Indicate matter to be added to existing law.
 - [Brackets] : Indicate matter to be deleted from existing law.
 - ITALICS : Indicate matter added to bill after introduction.
 - Asterisks * * * : Indicate that text is retained from existing law but omitted herein.

<u>ROLL CALL VOTE</u>	<u>YEA/NAY/ABSTAIN/ABSENT</u>
WASHINGTON	_____
ATKINSON	_____
BARNES	_____
HINES	_____
KENNEDY II	_____
LILLY	_____
NOBLE	_____

I HEREBY CERTIFY that the above Ordinance ___ - 22 was passed by the required yea and nay vote of the Mayor and Council of Forest Heights on the ___ day of November 2022.

ATTEST:

THE TOWN OF FOREST HEIGHTS

Sherletta Hawkins, Town Clerk

By: _____
Calvin Washington, Mayor

By: _____
Troy Lilly, Council President

CERTIFICATION

I HEREBY CERTIFY that following its passage, a summary of this Ordinance No. ___ -22 has been published at least twice in the Town newsletter or a newspaper having general circulation in the Town of Forest Heights and that an executed copy of this ordinance has been delivered to General Code, LLC for codification.

Date: _____

Sherletta Hawkins, Town Clerk

1st Reader: _____

2nd Reader: _____

- _____
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**MAYOR AND COUNCIL
THE TOWN OF FOREST HEIGHTS**

ORDINANCE NO. 04-22

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE TOWN OF FOREST HEIGHTS, MARYLAND REVISING ARTICLE 15 (PARKING AND TRAFFIC) OF THE TOWN ORDINANCE CODE, BY AMENDING AND ADDING SECTION 15.17 REGARDING SNOW EMERGENCIES, TEMPORARY REGULATIONS, AND IMPOUNDING OF VEHICLES; BY AMENDING AND ADDING CERTAIN PROVISIONS OF SAID ARTICLE AS PART II (RESIDENTIAL PARKING PERMITS) TO PROVIDE FOR A RESIDENTIAL PARKING PROGRAM IN CERTAIN RESIDENTIAL AREAS OF THE TOWN, AND GENERALLY RELATING TO THE REGULATION OF TRAFFIC AND PARKING WITHIN THE TOWN OF FOREST HEIGHTS.

Introduced By: Mayor Calvin Washington

WHEREAS, pursuant to Transportation Art., § 25-102(a)(1) and § 21-1001 *et seq.* of the Annotated Code of Maryland, the Town of Forest Heights (the "Town") has the authority to regulate or prohibit the stopping, standing or parking of vehicles; and

WHEREAS, pursuant to Transportation Art., § 21-1003.1(a) (Residential parking permits) a local authority or a political subdivision may not issue a residential parking permit to the owner of a vehicle to be valid for a period in excess of 30 days unless the owner provides satisfactory evidence that: (1) The vehicle for which the parking permit is sought is registered in the State; or (2) The owner of the vehicle has obtained under § 13-402.1 of the Transportation Article of Md. Ann. Code: (i) A nonresident permit; or (ii) A complimentary guest card; and

WHEREAS, pursuant to § 33-20(a) of the Town Charter, the Council shall have the power to pass all such ordinances not contrary to the Constitution and laws of the State of Maryland or said Charter as it may deem necessary for the good government of the Town; for the protection and preservation of the Town's property, rights, and privileges; for the preservation of peace and good order; for securing persons and property from violence, danger, or destruction; and for the protection and promotion of the health, safety, comfort, convenience, welfare, and happiness of the residents of the Town and visitors thereto and sojourners therein; and

WHEREAS, pursuant to § 33-20(b)(43) of the Town Charter, the Council of the Town of Forest Heights is empowered to pass ordinances not contrary to the laws and Constitution of this State, for the purposes of enforcing within the corporate limits certain police, health, sanitary, fire, building, plumbing, traffic, speed, parking, and other similar regulations; and

WHEREAS, pursuant to § 33-21 of said Charter, for the purpose of carrying out the powers granted in Section 33-20 or elsewhere in said Charter, the Council may pass all necessary

CAPITALS	:	Indicate matter to be added to existing law
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**MAYOR AND COUNCIL
THE TOWN OF FOREST HEIGHTS**

ORDINANCE NO. 04-22

ordinances and all the powers of the Town shall be exercised in the manner prescribed by said Charter, or, if the manner be not prescribed, then in such manner as may be prescribed by ordinance; and

WHEREAS, pursuant to § 33-22 of said Charter, to further ensure the observance of the ordinances of the Town, the Council shall have the power to provide that violation thereof be a misdemeanor or municipal infraction enforceable as provided under the general laws of the State and shall have the power to affix thereto a penalty of a fine not exceeding one thousand dollars (\$1,000.00) for each municipal infraction; and

WHEREAS, the Mayor and Council endeavors to provide for an adequate and effective code of traffic and parking regulations in order to promote the health, safety and welfare of the public and to further protect the property rights and liberty of the residents, businesses, visitors and sojourners of the Town; and

WHEREAS, the Mayor and Council hereby finds and declares the need exists to modify the manner in which snow emergencies are handled by the Town and implement a residential permit parking system to improve the appearance, healthful condition, peace and tranquility and value of the residential areas of the Town and strengthen the enforcement and abatement of violations of the Ordinance Code in instances involving the parking of motor vehicles on or near residential property.

SECTION 1.

NOW THEREFORE, BE IT ORDAINED AND ENACTED BY THE MAYOR AND COUNCIL OF THE TOWN OF FOREST HEIGHTS, that Article 15 (Parking and Traffic) of the Town of Forest Heights as written herein below is hereby enacted, adopted, revised and amended such that said Ordinance Code and said Article shall henceforth read as follows:

* * *

Article 15 – Parking and Traffic

PART I. GENERAL

Section 15.1. Purpose.

The provisions of this Article are intended to be in addition to and supplementary to the current provisions of the Transportation Article of the Annotated Code of Maryland, as amended, and in accordance with authority specifically granted by said Article of the State Code.

CAPITALS	:	Indicate matter to be added to existing law
[Brackets]	:	Indicate matter to be deleted from existing law
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MAYOR AND COUNCIL
THE TOWN OF FOREST HEIGHTS

ORDINANCE NO. 04-22

Section 15.2. Definitions.

The following words and phrases when used in this Article, and for the purpose of this Article, have the meanings respectively ascribed to them in this section:

* * *

K. UNREGISTERED TRAILER — Any trailer of any type or size designed for use upon a street, road or highway which, is not registered with the appropriate motor vehicle agency of the State of Maryland or another state, and displaying evidence of such current registration.

L. VEHICLE — Any automobile, trailer, or other vehicle of a type required to be registered with the Maryland Motor Vehicle Administration as defined in Section 11-176 of the Transportation Article of the Annotated Code of Maryland, as amended.

M. Except when stated otherwise, whenever any words and phrases used herein are not defined in this Article but are defined in the state laws regulating the operation of vehicles, any such definition therein shall be deemed to apply to such words and phrases used in this Article.

* * *

Section 15.3.2: Parking and truck restrictions.

Except as necessary to avoid conflict with other traffic or in compliance with law or the directions of a police officer or a traffic control device, no person shall stop, stand or park any vehicle or operate a truck or commercial vehicle as stated below in any of the following places within the Town:

A. Within 60 feet of any designated school crosswalk between the hours of 8:00 a.m. and 5:00 p.m.;

* * *

L. ~~[On the side of any street opposite the streetlight poles during a snow created state of emergency as declared by Prince George's County pursuant to effective snow emergency plans. Vehicles so parked may be impounded pursuant to Section 15.7 to be parked or driven contrary to the regulations of the chief of police.~~ DURING A DECLARED SNOW EMERGENCY, STANDING OR PARKING A VEHICLE CONTRARY TO THE REGULATIONS OR ORDERS REGARDING THE DIRECTION OF TRAFFIC OR PERMITTED USE OF ANY OF THE STREETS OF THE TOWN AS PROMULGATED WITH REASONABLE NOTICE BY THE

CAPITALS : Indicate matter to be added to existing law
[Brackets] : Indicate matter to be deleted from existing law
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**MAYOR AND COUNCIL
THE TOWN OF FOREST HEIGHTS**

ORDINANCE NO. 04-22

CHIEF OF POLICE;

* * *

Section 15.13: Penalties; remedies; and fees.

A. Moving violations. All moving violations, including those by any individual violating Section 15.5 (Speed prohibited) or Subsection 15.3.2.N (Truck restrictions) of this ordinance code, shall be cited using the Maryland Uniform Complaint and Citation Form, and upon conviction, shall be fined and/or penalized in accordance with the schedule of fines and penalties determined by the State and set out in a document prepared by the Chief Administrative Judge of the District Court of Maryland and referred to as the "Schedule of Preset Fines and/or Penalty Deposits," as such document (Form #DC-CR-090) may be amended from time to time.

B. Nonmoving violations. Unless otherwise stated in this Article, all nonmoving violations shall be deemed misdemeanors, and shall, unless stated otherwise, subject the violator to a fine of \$75 which, if not paid within 20 days of the date of violation of notice, and shall double to a fine of \$150.

(1) The fine for violation of Section 15.3.2(h) with respect to parking within 15 feet of a fireplug shall be \$150 and, if not paid within 20 days, shall double to a fine of \$300.

* * *

**SECTION 15.17: SNOW EMERGENCIES; TEMPORARY REGULATIONS;
IMPOUNDING.**

A. WHENEVER THE ACCUMULATION OF SNOW AND ICE ON ANY OF THE STREETS IN THE TOWN SHALL BE SUCH THAT MAY IMPEDE OR PREVENT THE PASSAGE OF EMERGENCY SERVICE VEHICLES, AMBULANCES, FIRE APPARATUS OR POLICE DEPARTMENT VEHICLES, SO AS TO INTERFERE WITH THE PROTECTION OF THE PROPERTY, HEALTH AND LIVES OF THE CITIZENS OF THE TOWN, THE CHIEF OF POLICE MAY DECLARED THE EXISTENCE OF A SNOW EMERGENCY AND SHALL GIVE SUCH NOTICE OF THE EXISTENCE AND DECLARATION THEREOF AS HE SHALL DEEM PROPER.

B. UPON THE DECLARATION OF A STATE OF SNOW EMERGENCY, THE CHIEF OF POLICE MAY ISSUE SUCH TEMPORARY EMERGENCY REGULATIONS AS HE MAY DEEM NECESSARY TO REGULATE OR PROHIBIT, DURING SUCH EMERGENCY, THE

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PARKING OF VEHICLES AND THE DIRECTION OF TRAFFIC ON ANY OF THE STREETS OF THE TOWN AND SHALL GIVE SUCH NOTICE THEREOF AS HE SHALL DEEM PROPER. DURING SUCH SNOW EMERGENCY, NO OWNER OR DRIVER OF A VEHICLE SHALL CAUSE, PERMIT, ALLOW OR SUFFER ANY VEHICLE OWNED OR DRIVEN BY HIM TO BE PARKED OR DRIVEN CONTRARY TO THE REGULATIONS OF THE CHIEF OF POLICE. WHEN THE CONDITIONS CREATING THE EMERGENCY NO LONGER EXISTS, NOTICE SHALL BE GIVEN OF THE TERMINATION OF THE TEMPORARY EMERGENCY REGULATIONS IN SUCH A MANNER AS MAY BE DEEMED PROPER BY THE CHIEF OF POLICE.

C. THE POLICE DEPARTMENT IS HEREBY AUTHORIZED AND EMPOWERED TO TAKE POSSESSION OF AND TO REMOVE ANY PARKED VEHICLE OR ANY VEHICLE ABANDONED SO AS TO OBSTRUCT TRAFFIC ON ANY OF THOSE STREETS IN THE TOWN WHICH HAVE BEEN DESIGNATED AS SNOW EMERGENCY ROUTES DURING SUCH TIME THAT A SNOW EMERGENCY EXISTS. THE OWNER OF SUCH VEHICLE MAY THEN RECOVER THE SAME UPON PAYING SUCH CHARGES AS MAY HAVE BEEN INCURRED FOR THE REMOVAL AND STORAGE OF SUCH VEHICLE.

* * *

PART II. RESIDENTIAL PARKING PERMITS

SECTION 15.18: FINDINGS OF FACT; PURPOSE AND INTENT

A. THE MAYOR AND TOWN COUNCIL FIND AND DECLARE THAT SERIOUS ADVERSE CONDITIONS OR THE EFFECT OF CERTAIN NUISANCES IN CERTAIN RESIDENTIAL AREAS AND NEIGHBORHOODS OF THE TOWN OF FOREST HEIGHTS RESULT FROM MOTOR VEHICLE CONGESTION, PARTICULARLY LONG-TERM OR FREQUENT ON STREET PARKING OF MOTOR VEHICLES OR TRAILERS ON THE PUBLIC STREETS OF SUCH AREAS AND NEIGHBORHOODS BY NONRESIDENTS THEREOF, AND BY INDIVIDUAL HOUSEHOLDS PARKING NUMEROUS VEHICLES OR TRAILERS, OR BY PARKING VEHICLES OR TRAILERS THAT ARE NOT PROPERLY REGISTERED.

B. THE MAYOR AND TOWN COUNCIL FURTHER FIND THAT THE CONTINUED VITALITY AND QUALITY OF LIFE OF THE TOWN DEPENDS ON THE PRESERVATION OF SAFE, HEALTHY, AND ATTRACTIVE NEIGHBORHOODS AND RESIDENTIAL AREAS. THE MAYOR AND TOWN COUNCIL FURTHER FINDS THAT AT LEAST ONE MAJOR FACTOR THREATENING THE SAFETY, HEALTH AND ATTRACTIVENESS OF

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THE TOWN'S NEIGHBORHOODS IS THE AVAILABILITY OF PARKING, BECAUSE THE NUMBER OF MOTOR VEHICLES AND TRAILERS ATTEMPTING TO PARK IN THOSE AREAS OFTEN EXCEEDS THE NUMBER OF AVAILABLE PARKING SPACES.

C. THE MAYOR AND TOWN COUNCIL FURTHER FIND THAT A PROGRAM OF PREFERENTIAL PARKING FOR RESIDENTS IN DESIGNATED NEIGHBORHOODS, WILL HELP TO REDUCE THE PARKING BURDEN IN THESE NEIGHBORHOODS AND, THUS, PROMOTE THE HEALTH, COMFORT AND CONVENIENCE OF THE TOWN'S RESIDENTS. ACCORDINGLY, THE MAYOR AND TOWN COUNCIL SPECIFICALLY FIND THAT THERE IS A COMPELLING NEED, (1) FOR MAINTENANCE OF THE ATTRACTIVENESS AND LIVABILITY OF THE TOWN'S NEIGHBORHOODS AND OTHER RESIDENTIAL AREAS WHICH WILL ENHANCE THE HEALTH, COMFORT AND CONVENIENCE OF THE TOWN NEIGHBORHOODS AND THEIR RESIDENTS, AND (2) TO HELP PROVIDE ON A DAILY BASIS FOR TOWN RESIDENTS TO FIND PARKING FOR THEIR VEHICLES AT OR NEAR THEIR RESIDENCES. THE MAYOR AND TOWN COUNCIL FURTHER FINDS THAT THE INFLUX OF MOTOR VEHICLES AND TRAILERS FROM NONRESIDENTS COMPETES WITH LIMITED AVAILABLE PARKING FURTHER BURDENING THE RESIDENTS OF THE TOWN.

D. THE PERMIT PARKING PROGRAM HEREIN ESTABLISHED IS INTENDED TO REDUCE HAZARDOUS TRAFFIC CONDITIONS RESULTING FROM THE USE OR OVERBURDENING OF STREETS WITHIN THESE AREAS OR NEIGHBORHOODS BY NONRESIDENTS; TO PROTECT THE RESIDENTS OF THESE AREAS FROM UNREASONABLE BURDENS IN GAINING ACCESS TO THEIR RESIDENCES; TO PRESERVE THE VALUE AND CHARACTER OF THE PROPERTY IN RESIDENTIAL DISTRICTS; TO MINIMIZE AIR AND NOISE POLLUTION; TO PROMOTE EFFICIENT STREET MAINTENANCE, WASTE COLLECTION, AND SNOW REMOVAL; TO ENCOURAGE CARPOOLING AND USE OF TRANSIT SYSTEMS; TO PRESERVE THE SAFETY OF CHILDREN AND OTHER PEDESTRIANS, AND FOR THE PEACE, GOOD ORDER, COMFORT, CONVENIENCE AND WELFARE OF THE INHABITANTS OF THE TOWN.

SECTION 15.19: DEFINITIONS

IN ADDITION TO THE DEFINITIONS FOUND IN SECTION 15.2 ABOVE AND FOR THE PURPOSES OF THIS PART II OF ARTICLE 15 (PARKING AND TRAFFIC), THE FOLLOWING WORDS SHALL HAVE THE MEANINGS DEFINED IN THIS SECTION, EXCEPT WHERE THE CONTEXT CLEARLY INDICATES A DIFFERENT MEANING:

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A. *COMMUTER VEHICLE* MEANS A MOTOR VEHICLE, OTHER THAN A RESIDENT VEHICLE AS DEFINED BELOW PARKED IN A RESIDENTIAL AREA IN WHICH IT IS NOT REGISTERED.

B. *CURBSIDE PARKING SPACE* MEANS TWENTY (20) LINEAR FEET OF CURB, EXCLUSIVE OF THOSE PORTIONS OF THE CURB WHERE PARKING, APART FROM THE PROVISIONS OF THIS ARTICLE 15, IS OTHERWISE PERMITTED.

C. *PARKING LOT OR AREA* MEANS ANY PARKING LOT OR AREA OWNED BY OR LEASED TO THE TOWN ON WHICH VEHICLE OR TRAILER PARKING IS PERMITTED BY THE TOWN.

D. *RESIDENT* MEANS A PERSON WHO LIVES OR RESIDES IN A STRUCTURE APPROVED FOR RESIDENTIAL OCCUPANCY AND CAN DEMONSTRATE THE RIGHT TO OCCUPANCY OF A SPECIFIC RESIDENCE IN TOWN.

E. *RESIDENT VEHICLE* MEANS A VEHICLE INCLUDING TRAILERS PARKED IN A RESIDENTIAL AREA IN WHICH IT IS REGISTERED WITH THE TOWN IN ACCORDANCE WITH THE PROVISIONS OF THIS PART II OF ARTICLE 15 OF THE CODE AND IS VALIDLY REGISTERED IN THE TOWN OF FOREST HEIGHTS WITH THE STATE OF MARYLAND DEPARTMENT OF MOTOR VEHICLES.

F. *RESIDENTIAL DISTRICT* MEANS A CONTIGUOUS OR NEARLY CONTIGUOUS AREA CONTAINING PUBLIC STREETS AND HIGHWAYS OR PARTS THEREOF PRIMARILY ABUTTED BY RESIDENTIAL PROPERTY.

G. *NON-COMMERCIAL PROPERTY* MEANS PROPERTY ZONED FOR RESIDENTIAL BUT USED FOR SCHOOLS, PARKS, CHURCHES, FRATERNAL AND VETERAN ORGANIZATIONS, HOSPITALS AND NURSING HOMES.

H. *RESIDENCE* MEANS A DWELLING UNIT.

I. *RESIDENTIAL PARKING PERMIT AREA* MEANS A RESIDENTIAL AREA WITHIN THE TOWN WHERE CURBSIDE PARKING ON PUBLIC STREETS AND HIGHWAYS AND ON PROPERTY OWNED OR LEASED TO THE TOWN IS LIMITED AT POSTED TIMES UNLESS THE VEHICLE OR TRAILER PROPERLY DISPLAYS A PARKING PERMIT AUTHORIZED BY THIS ARTICLE.

SECTION 15.20: DESIGNATION OR WITHDRAWAL OF DESIGNATION OF

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RESIDENTIAL PARKING PERMIT AREAS.

A. EXCEPT AS PROVIDED HEREIN, THE RESIDENTIALLY ZONED AREAS OF THE TOWN OF FOREST HEIGHTS ARE HEREBY DESIGNATED AS A RESIDENT RESTRICTED PARKING AREA. CURBSIDE PARKING SPACES AND PROPERTY OWNED OR LEASED TO THE TOWN WHEREON PUBLIC PARKING IS PERMITTED IN TOWN AS HEREINAFTER DESIGNATED SHALL BE POSTED AS RESIDENTIAL PARKING PERMIT AREAS PERMITTING PARKING ONLY WHERE THE VEHICLE OR TRAILER DISPLAYS A PERMIT ISSUED BY THE TOWN PERMITTING RESIDENTIAL PARKING DURING SPECIFIED TIMES OF THE DAY.

B. CRITERIA. IN DETERMINING WHETHER AN AREA MAY BE DESIGNATED OR UNDESIGNATED AS A RESIDENTIAL PARKING PERMIT AREA, AND WHETHER RESTRICTIONS ARE TO BE IMPOSED, THE MAYOR AND TOWN COUNCIL SHALL CONSIDER FACTORS INCLUDING BUT NOT LIMITED TO THE FOLLOWING: (1) THE NUMBER OF DRIVEWAYS AVAILABLE TO A RESIDENTIAL BLOCK; (2) THE AVAILABILITY OF CURBSIDE PARKING SPACES, (3) THE DIFFICULTY OR INABILITY OF RESIDENTS OF THE AREA TO ACCESS ADEQUATE ON-STREET PARKING DUE TO WIDESPREAD USE OF PARKING SPACES BY NONRESIDENT OR IMPROPERLY REGISTERED VEHICLES, AND (4) THE NUMBER OF CARS WITH FOREST HEIGHTS RESIDENTIAL PARKING STICKERS ON A GIVEN BLOCK.

C. POSTING OF RESIDENTIAL PARKING PERMIT AREA. UPON THE INITIAL OR FUTURE EFFECTIVE DATES OF THE TOWN'S DESIGNATION OR WITHDRAWAL OF DESIGNATION, APPROPRIATE PARKING SIGNS SHALL BE ERECTED OR REMOVED IN THE DESIGNATED AREA OR AREAS. THE SIGNS SHALL PROMINENTLY INDICATE THAT CURBSIDE PARKING ON PUBLIC STREETS IN THE DESIGNATED AREA FOR THE TIMES POSTED IS PROHIBITED UNLESS THE VEHICLE OR TRAILER PROPERLY DISPLAYS A PARKING PERMIT AUTHORIZED BY THIS PART II OF ARTICLE 15. AT A MINIMUM, RESIDENTIAL PARKING PERMIT AREA SIGNS SHALL BE ERECTED AT THE FOLLOWING ENTRANCES OR GATEWAYS TO THE TOWN'S DESIGNATED RESIDENTIAL PARKING AREAS: (1) SENECA DRIVE NEAR THE INTERSECTION OF WOODLAND AND NORTH HURON DRIVES, (2) SHAWNEE DRIVE NEAR THE INTERSECTION OF LIVINGSTON ROAD, (3) COMANCHE DRIVE NEAR THE INTERSECTION OF LIVINGSTON ROAD, (4) ARAPAHOE DRIVE BETWEEN THE MUNICIPAL BUILDING AND LIVINGSTON ROAD, (5) DELAWARE DRIVE NEAR THE INTERSECTION WITH SACHEM DRIVE, (6) SACHEM LANE AT THE INTERSECTION OF SACHEM DRIVE, (7) THE INTERSECTION OF SACHEM AND TECUMSEH DRIVES, AND (8) SACHEM DRIVE AT THE INTERSECTION WITH CREE DRIVE.

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D. THE MAYOR AND TOWN COUNCIL DECLARES AND ORDAINS THAT THE RESTRICTED PARKING PERMIT HOURS TO BE POSTED SHALL BE FROM 5:00 P.M. UNTIL 10:00 A.M. THE FOLLOWING DAY FOR EACH DAY OF THE WEEK INCLUDING SATURDAY AND SUNDAY.

E. THE PARKING RESTRICTIONS HEREIN ARE APPLICABLE TO ALL VEHICLES IN CURBSIDE PARKING SPACES ALONG PUBLIC STREETS AND HIGHWAYS IN THE DESIGNATED AREA THAT DO NOT PROPERLY DISPLAY A PARKING PERMIT AUTHORIZED BY THE PROVISIONS OF THIS PART II OF ARTICLE 15.

F. UNLESS THE MAYOR, WITH THE RECOMMENDATION OF THE CHIEF OF POLICE, DECIDES BY WRITTEN ORDER OR PROCLAMATION OTHERWISE AND GIVES AT LEAST TWO WEEKS' NOTICE IN THE TOWN'S NEWSLETTER, WEBSITE AND SOCIAL MEDIA SITE (I.E., FACEBOOK), THE INITIAL DESIGNATED RESIDENTIAL DISTRICTS SHALL BE COTERMINOUS WITH THE TOWN'S COUNCILMANIC WARDS AS ESTABLISHED AND DEFINED BY CHARTER PROVIDED THOSE AREAS ARE ZONED RESIDENTIAL.

G. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE MAYOR AND TOWN COUNCIL MAY DESIGNATE, OR REMOVE THE DESIGNATION OF ANY AREA OF THE TOWN TO BE PARKING FOR RESIDENTIAL PARKING ONLY AT ANY AND ALL TIMES, TEMPORARILY OR PERMANENTLY. THE COUNCIL MAY CONDUCT A PUBLIC HEARING AFTER DUE NOTICE HAS BEEN PUBLISHED IN THE TOWN NEWSLETTER OR A NEWSPAPER OF GENERAL CIRCULATION IN THE TOWN.

SECTION 15.21: ISSUANCE, APPLICATION AND TRANSFER OF RESIDENTIAL PARKING PERMITS; OTHER REQUIREMENTS AND CONDITIONS.

A. ISSUANCE. RESIDENTIAL PARKING PERMITS FOR VEHICLES AND TRAILERS, AS OTHERWISE PERMITTED BY THIS ARTICLE, SHALL BE ISSUED BY THE TOWN AS PROVIDED HEREIN FOR A PERIOD OF THREE YEARS, WHICH ISSUANCE MAY BE RENEWED AS PROVIDED HEREIN.

B. APPLICATION FOR RESIDENTIAL PARKING PERMIT. THE APPLICANT IS TO PROVIDE AT A MINIMUM THE FOLLOWING INFORMATION FOR EACH MOTOR VEHICLE AND TRAILER TO RECEIVE A RESIDENTIAL PARKING PERMIT:

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- (1) A VALID MARYLAND OR OTHER STATE VEHICLE REGISTRATION AND, IF APPLICABLE, A MOTOR VEHICLE REGISTRATION CHANGE OF ADDRESS CARD, SHOWING FOREST HEIGHTS AS THE TOWN OF RESIDENCE;
- (2) THE MAKE, MODEL, LICENSE PLATE NUMBER AND VEHICLE IDENTIFICATION NUMBER OF THE VEHICLE OR TRAILER;
- (3) THE NAME, ADDRESS AND SIGNATURE OF THE APPLICANT FOR THE RESIDENTIAL PARKING PERMIT;
- (4) IF THE VEHICLE OWNER HAS A DRIVER'S LICENSE, A VALID MARYLAND MOTOR VEHICLE ADMINISTRATION DRIVER'S LICENSE SHOWING FOREST HEIGHTS AS THE TOWN OF RESIDENCE OR A VALID MARYLAND MOTOR VEHICLE ADMINISTRATION DRIVER'S LICENSE AND A CHANGE OF ADDRESS CARD SHOWING FOREST HEIGHTS AS THE TOWN OF RESIDENCE;
AND
- (5) ANY OTHER INFORMATION DEEMED NECESSARY BY THE CHIEF OF POLICE TO VERIFY THAT THE APPLICANT FOR A RESIDENTIAL PARKING PERMIT IS A BONA FIDE RESIDENT OF THE TOWN.

C. THE RESIDENTIAL PARKING PERMIT SHALL DISPLAY THE PERMIT NUMBER AND ALPHA-NUMERICAL DESIGNATION OF THE RESIDENTIAL PARKING PERMIT AREA.

D. SUBJECT TO THE LIMITATIONS OUTLINED HEREIN, UPON THE APPLICANT'S SUBMISSION OF A COMPLETED AND VALIDATED RESIDENTIAL PARKING PERMIT APPLICATION, AND FULFILLMENT OF ALL APPLICABLE PROVISIONS HEREOF CONTROLLING ISSUANCE, OR TRANSFER OF RESIDENTIAL PARKING PERMITS, THE APPLICANT MAY RECEIVE ONE (1) RESIDENTIAL PARKING PERMIT, VALID FOR A PERIOD OF THREE YEARS BEGINNING ON MAY 15, 2022, OR THE DATE OF ISSUE, WHICHEVER COMES LATER, FOR THE VEHICLE OR TRAILER DESCRIBED IN THE APPLICATION. THE PARKING PERMIT SHALL BE SECURELY AFFIXED TO THE INSIDE OF THE WINDSHIELD ON THE DRIVER'S SIDE, OR AT SUCH OTHER LOCATION AS DIRECTED BY THE CHIEF OF POLICE. A RESIDENTIAL PARKING PERMIT FOR A TRAILER SHALL BE SECURELY AFFIXED TO THE TRAILER NEAR THE LICENSE PLATE OF THE TRAILER OR AT SUCH LOCATION AS DIRECTED BY THE CHIEF OF POLICE.

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E. OTHER REQUIREMENTS AND CONDITIONS.

(1) NO RESIDENTIAL PARKING PERMIT SHALL BE ISSUED TO A VEHICLE OR A TRAILER WHOSE PRINCIPAL OPERATOR DOES NOT RESIDE WITHIN THE DESIGNATED RESIDENTIAL PARKING PERMIT AREA. EXCEPT AS PROVIDED HEREIN, THE APPLICANT FOR, AND HOLDER OF, THE RESIDENTIAL PARKING PERMIT SHALL BE THE OWNER OR PRINCIPAL OPERATOR OF THE VEHICLE OR TRAILER RECEIVING THE PARKING PERMIT.

(2) PURSUANT TO TRANSPORTATION ART., § 21-1003.1(A) OF THE STATE CODE, THE TOWN MAY NOT ISSUE A RESIDENTIAL PARKING PERMIT TO THE OWNER OF A VEHICLE TO BE VALID FOR A PERIOD IN EXCESS OF 30 DAYS UNLESS THE OWNER PROVIDES SATISFACTORY EVIDENCE THAT: (1) THE VEHICLE FOR WHICH THE PARKING PERMIT IS SOUGHT IS REGISTERED IN THE STATE; OR (2) THE OWNER OF THE VEHICLE HAS OBTAINED UNDER § 13-402.1 OF THE TRANSPORTATION ARTICLE OF MD. ANN. CODE: (I) A STATE-ISSUED NONRESIDENT PERMIT; OR (II) A STATE-ISSUED COMPLIMENTARY GUEST CARD.

(3) A MOTOR VEHICLE OR TRAILER SHALL BE ISSUED A RESIDENTIAL PARKING PERMIT ONLY IF IT DISPLAYS VALID LICENSE PLATES ISSUED BY THE MARYLAND MOTOR VEHICLE ADMINISTRATION OR ITS EQUIVALENT AGENCY IN ANOTHER STATE.

(4) UPON NOTICE TO THE RESIDENT OF AN UNPAID CITATION ISSUED TO THE VEHICLE OR TRAILER OR ANY LICENSED OPERATOR THEREOF THAT IS LEGALLY OVERDUE, THE TOWN MAY REVOKE THE PERMIT.

(5) EXCEPT AS PROVIDED ELSEWHERE HEREIN AND SUBJECT TO CHANGE BY THE TOWN COUNCIL, THERE INITIALLY SHALL BE NO FEE FOR ANY RESIDENTIAL PARKING PERMIT ISSUED FOR ANY VEHICLE OR TRAILER TITLED TO A FOREST HEIGHTS RESIDENT AND NOT USED IN A TRADE OR BUSINESS.

(6) PERMITS ISSUED FOR TRAILERS WHICH ARE OPERATED BY FOREST HEIGHTS RESIDENTS AND USED IN THEIR BUSINESS OR TRADE SHALL BE SUBJECT TO PAYMENT OF A FEE OF \$100.00.

(7) PERMITS ISSUED FOR TRAILERS WHICH ARE OPERATED BY FOREST

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HEIGHTS RESIDENTS AND USED IN THEIR EMPLOYER'S BUSINESS OR TRADE
SHALL BE SUBJECT TO PAYMENT OF A FEE OF \$300.00.

F. TRANSFER. UPON THE HOLDER'S PAYMENT OF ANY HEREINAFTER ESTABLISHED FEE SUBMISSION OF COMPLETE AND VALIDATED RESIDENTIAL PARKING PERMIT APPLICATION, FULFILLMENT OF ALL APPLICABLE PROVISIONS HEREOF CONTROLLING ISSUANCE, RENEWAL, OR TRANSFER OF RESIDENTIAL PARKING PERMITS, AND SURRENDER OF THE EXISTING RESIDENTIAL PARKING PERMIT, THE HOLDER SHALL RECEIVE A NEW RESIDENTIAL PARKING PERMIT FOR THEIR QUALIFYING VEHICLE OR TRAILER.

G. REPLACEMENT. UPON THE HOLDER'S PAYMENT OF ANY HEREINAFTER ESTABLISHED FEE, IF ANY, VERIFICATION OF THE HOLDER'S PRIOR SUBMISSION OF A COMPLETED AND VALIDATED RESIDENTIAL PARKING PERMIT APPLICATION, FULFILLMENT OF ALL APPLICABLE PROVISIONS HEREOF AND AFFIRMATION THAT THE HOLDER'S PERMIT WAS LOST, STOLEN, OR DESTROYED, THE HOLDER MAY RECEIVE A NEW RESIDENTIAL PARKING PERMIT. THE LOST, STOLEN OR DESTROYED PERMIT SHALL BE CONSIDERED VOID, AND THEREUPON ANY USE OF A VOIDED PERMIT IS PROHIBITED.

SECTION 15.22: USE OF PARKING PERMITS; EXEMPTIONS.

A. A PARKING PERMIT SHALL NOT GUARANTEE OR RESERVE A PARKING SPACE WITHIN A DESIGNATED RESIDENTIAL PARKING PERMIT AREA, NOR EXEMPT THE HOLDER FROM THE OBSERVANCE OF ANY TRAFFIC REGULATION OTHER THAN THE POSTED PARKING LIMITATIONS FOR RESIDENTIAL PERMIT PARKING AREAS. A PARKING PERMIT SHALL NOT AUTHORIZE THE STANDING OR PARKING OF ANY VEHICLE IN SUCH PLACES AND DURING SUCH TIMES WHEN THE STOPPING, STANDING OR PARKING OF VEHICLES IS PROHIBITED OR SET ASIDE FOR SPECIFIED TYPES OF VEHICLES, AND SHALL NOT EXCUSE THE OBSERVANCE OF ANY TRAFFIC ORDINANCE OR REGULATION.

B. WHENEVER THE HOLDER OF A PARKING PERMIT, OR THE VEHICLE OR TRAILER FOR WHICH THE RESIDENTIAL PARKING PERMIT WAS ISSUED, NO LONGER FULFILLS ONE OR MORE OF THE APPLICABLE PROVISIONS HEREOF CONTROLLING ISSUANCE, RENEWAL OR TRANSFER OF PARKING PERMITS, THE PERMIT SHALL BE DEEMED TO HAVE EXPIRED AND THE HOLDER SHALL NOTIFY THE TOWN AND SURRENDER THE PARKING PERMIT. UNTIL ITS EXPIRATION, SURRENDER OR REVOCATION, A PARKING PERMIT SHALL REMAIN VALID FOR SUCH TIME AS THE

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MAYOR AND TOWN COUNCIL DESIGNATE FOR RENEWAL AND THE HOLDER CONTINUES TO RESIDE WITHIN THE DESIGNATED RESIDENTIAL PARKING PERMIT AREA.

C. IT SHALL BE A VIOLATION HEREOF FOR THE HOLDER OF A PARKING PERMIT TO FAIL TO SURRENDER THE PERMIT WHEN DIRECTED TO DO SO BY THE CHIEF OF POLICE OR OTHER AUTHORIZED OFFICIAL OR EMPLOYEE OF THE TOWN.

D. IT SHALL BE A VIOLATION HEREOF FOR ANY PERSON TO REPRESENT IN ANY FASHION THAT A VEHICLE IS ENTITLED TO A PARKING PERMIT AUTHORIZED HEREIN WHEN THEY OR IT ARE NOT SO ENTITLED. THE DISPLAY OF A PARKING PERMIT ON A VEHICLE NOT ENTITLED TO SUCH A PARKING PERMIT SHALL CONSTITUTE SUCH A REPRESENTATION.

E. IT SHALL BE A VIOLATION HEREOF FOR ANY PERSON BY ANY MEANS TO DUPLICATE, ATTEMPT TO DUPLICATE OR DISPLAY A COUNTERFEIT PARKING PERMIT ISSUED UNDER THE TERMS HEREOF.

F. EXEMPTIONS.

(1) THE PROVISION HEREOF SHALL NOT SUPERSEDE THE PROVISIONS OF THE TOWN ORDINANCES, OR COUNTY AND STATE LAWS RELATING TO PARKING BY DISABLED PERSONS.

(2) THE FOLLOWING VEHICLES ARE SPECIFICALLY EXEMPTED FROM THE PARKING RESTRICTIONS IMPOSED HEREIN:

(A) A MOTOR VEHICLE OR TRAILER OWNED BY OR OPERATED UNDER CONTRACT TO A UTILITY OR OTHER ENTITY UNDER THE JURISDICTION OF THE STATE PUBLIC SERVICE COMMISSION, WHEN USED IN THE CONSTRUCTION, OPERATION, REMOVAL OR REPAIR OF UTILITY PROPERTY OR FACILITIES OR ENGAGED IN WORK IN THE DESIGNATED RESIDENTIAL PARKING PERMIT AREA.

(B) A MOTOR VEHICLE IDENTIFIED AS OWNED BY OR OPERATED UNDER CONTRACT TO A FEDERAL, STATE, OR LOCAL GOVERNMENTAL AGENCY AND BEING USED IN THE COURSE OF OFFICIAL GOVERNMENT BUSINESS.

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(C) AN AUTHORIZED EMERGENCY VEHICLE AS DEFINED BY STATE LAW.

SECTION 15.23: TEMPORARY PERMITS.

A. DISPLAY OF TEMPORARY PARKING PERMITS. ALL TEMPORARY PARKING PERMITS SHALL BE DISPLAYED ON OR ABOUT THE FRONT WINDSHIELD OF THE VEHICLE SO AS TO BE EASILY VISIBLE FROM OUTSIDE THE VEHICLE. SUCH PARKING PERMITS SHALL CONTAIN THE PERMIT NUMBER AND THE ALPHANUMERICAL DESIGNATION OF THE RESIDENTIAL PARKING PERMIT AREA.

B. TEMPORARY PARKING PERMITS

(1) THE TOWN MAY ISSUE TEMPORARY PARKING PERMITS TO TOWN RESIDENTS FROM TIME TO TIME IF THE RESIDENT DEMONSTRATES A NEED TO THE SATISFACTION OF THE TOWN THAT THE ISSUANCE OF A TEMPORARY PARKING PERMIT IS NECESSARY AND PROPER. EXAMPLES OF APPROPRIATE ISSUANCES OF TEMPORARY PARKING PERMITS INCLUDE BUT ARE NOT LIMITED TO VEHICLES THAT BELONG TO A STUDENT RESIDENT IN FOREST HEIGHTS DURING THE COURSE OF THEIR ACADEMIC YEAR OR A MEMBER OF THE ARMED FORCES OF THE UNITED STATES ON ACTIVE DUTY, OR A RESIDENT WHOSE HOME CANNOT BE OCCUPIED BECAUSE OF ONGOING IMPROVEMENTS, OR A CAREGIVER WHO CANNOT SATISFY THE REQUIREMENTS FOR A RESIDENTIAL PARKING PERMIT BUT CAN DEMONSTRATE REASONABLE NECESSITY OR HARDSHIP JUSTIFYING THE ISSUANCE OF A TEMPORARY PARKING PERMIT.

(2) TEMPORARY PARKING PERMITS ARE TO BE ISSUED FOR A PERIOD OF THREE (3) MONTHS OR LONGER COMMENSURATE WITH THE ACADEMIC TERM, MILITARY ASSIGNMENT, OR THE PERIOD OF TIME NO GREATER THAN IS NECESSARY TO COMPLETE THE MILITARY OR CARE GIVING ASSIGNMENT, OR THE PERIOD OF TIME NO GREATER THAN IS NECESSARY TO COMPLETE THE HOME IMPROVEMENT PERMITTING OCCUPANCY. IN EACH SITUATION THE INDIVIDUAL REQUESTING THE PERMIT SHALL PROVIDE TO THE TOWN SUCH INFORMATION AS REQUIRED BY THE TOWN TO ISSUE THE PERMIT AUTHORIZED BY THIS SECTION.

SECTION 15.24: VISITOR PARKING AND PERMITS.

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A. THE TOWN COUNCIL MAY DESIGNATE ANY AREA OR PARKING SPACE IN THE TOWN TO BE PARKING FOR RESIDENTIAL VISITOR PARKING ONLY AT ALL TIMES, TEMPORARILY OR PERMANENTLY.

B. ISSUANCE OF VISITOR PERMITS. UPON APPLICATION OF ANY RESIDENT AND UPON GOOD CAUSE BEING SHOWN, THE CHIEF OF POLICE OR HER/HIS DESIGNEE MAY ISSUE A VISITOR PARKING PERMIT TO A RESIDENT FOR VEHICLES BELONGING TO A VISITOR TO THEIR RESIDENCE. SAID VISITOR PARKING PERMIT SHALL BE SUBJECT TO SUCH LIMITATIONS AS ARE REASONABLY IMPOSED BY THE CHIEF OF POLICE UPON ALLOCATION AND SHOWING OF GOOD CAUSE. THE ADMINISTRATIVE OFFICE MAY ALSO ISSUE TO A SPECIFIED RESIDENT AN UNLIMITED NUMBER OF VISITOR PERMITS. FOR THE PURPOSES HEREOF, THE RESIDENT SHALL BE THE HOLDER OF AND RESPONSIBLE FOR THE USE AND MISUSE OF VISITOR PARKING PERMITS ISSUED TO THE RESIDENT.

C. DISPLAY OF VISITOR PARKING PERMITS. ALL VISITOR PARKING PERMITS SHALL BE DISPLAYED ON OR ABOUT THE FRONT WINDSHIELD OF THE VEHICLE SO AS TO BE EASILY VISIBLE FROM THE OUTSIDE OF THE VEHICLE OR AS THE CHIEF OF POLICE MAY PRESCRIBE.

D. NO VEHICLE ISSUED A RESIDENTIAL VISITOR PARKING PERMIT SHALL PARK IN A PARKING SPACE POSTED FOR NON-PERMIT VEHICLE PARKING BETWEEN THE HOURS 5:00 P.M. AND 10:00 P.M.

SECTION 15.25: PARKING OF VEHICLE ISSUED RESIDENTIAL PARKING PERMIT IN SPACE POSTED FOR NON-PERMIT VEHICLE.

NO VEHICLE ISSUED A RESIDENTIAL PARKING PERMIT SHALL PARK IN A PARKING SPACE POSTED FOR NON-PERMIT VEHICLE PARKING BETWEEN THE HOURS 5:00 P.M. AND 10:00 P.M.

SECTION 15.26: RULEMAKING AND FEES.

A. THE CHIEF OF POLICE IS AUTHORIZED TO ESTABLISH ALL WRITTEN REGULATIONS AND PROCEDURES NECESSARY TO IMPLEMENT AND ENFORCE THE PROVISIONS OF THIS PART II OF ARTICLE 15, INCLUDING BUT NOT LIMITED TO REGULATING THE TOTAL NUMBER OF PARKING PERMITS PER RESIDENCE OR RESIDENTIAL DISTRICT, AND COLLECTING ALL FEES AND FINES PERTAINING TO THIS RESIDENTIAL PARKING PERMIT ORDINANCE. ALL SUCH WRITTEN

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REGULATIONS AND PROCEDURES SHALL BE PUBLISHED IN THE TOWN NEWSLETTER AND THE TOWN WEBSITE AT LEAST TWO WEEKS PRIOR TO THEIR EFFECTIVE DATE.

B. ANY FEES OR CHARGES AUTHORIZED BY THIS PART II OF ARTICLE 15 MAY BE MODIFIED OR ESTABLISHED FROM TIME TO TIME BY WRITTEN RESOLUTION OF THE TOWN COUNCIL.

SECTION 15.27: RESTRICTIONS, PENALTIES AND LIENS.

A. IT SHALL BE A MUNICIPAL INFRACTION FOR ANY PERSON TO PARK OR LEAVE STANDING ANY VEHICLE DURING THE TIME DESIGNATED ON THE POSTED SIGNS IN A DESIGNATED RESIDENTIAL PERMIT PARKING AREA, WITHOUT A PERMIT FOR SUCH ZONE. UNLESS OTHERWISE PROVIDED, THE PENALTY FOR EACH PARKING VIOLATION HEREOF SHALL BE A FINE OF SEVENTY-FIVE AND 00/00 DOLLARS (\$75.00).

B. IT SHALL BE A MUNICIPAL INFRACTION FOR ANY PERSON TO VIOLATE ANY OTHER PROVISION OF THIS ARTICLE 15, PART II OTHER THAN THE PARKING PROVISION AS OUTLINED IMMEDIATELY ABOVE IN SUBSECTION A THIS SECTION. THE PENALTY SHALL BE ONE HUNDRED DOLLARS (\$100.00).

C. THE FALSIFICATION OF ANY APPLICATION FOR A PERMIT OR TEMPORARY PERMIT, THE USE OF ANY PERMIT, GUEST PERMIT OR TEMPORARY PERMIT BY OTHER THAN THE PERMITEE AND THE ALLOWANCE OF SUCH USE BY A PERMITEE SHALL ALL CONSTITUTE MUNICIPAL INFRACTIONS. THE PENALTY SHALL BE A FINE OF FIVE HUNDRED AND 00/00 DOLLARS (\$500.00) FOR THE FIRST OFFENSE AND ONE THOUSAND AND 00//00 DOLLARS (\$1,000.00) FOR EACH SUBSEQUENT OFFENSE.

D. UNLESS A RULE OR REGULATION PROMULGATED BY THE CHIEF OF POLICE STATES OTHERWISE, A REQUEST FOR THE RENEWAL OF A PARKING PERMIT MAY BE MADE WITHIN SIX MONTHS FOLLOWING ITS EXPIRATION WITHOUT CHARGE. ALL REQUESTS SEEKING A RENEWAL FOLLOWING SUCH SIX-MONTH PERIOD SHALL BE SUBJECT TO A FEE OF \$45.00.

E. IF THE PERMIT HOLDER OR RESIDENT IS AN OWNER OF REAL PROPERTY WITHIN THE TOWN, ANY UNPAID CHARGE, FEE OR FINE AWARDED BY A COURT OF COMPETENT JURISDICTION AS AUTHORIZED BY THIS PART II SHALL BE CONSIDERED A LIEN AND MAY BE COLLECTED IN THE SAME MANNER AS REAL

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ESTATE TAXES.

F. NO RESIDENTIAL PARKING PERMIT SHALL BE ISSUED FOR ANY VEHICLE FOR WHICH A FULLY ADJUDICATED CITATION ISSUED BY THE TOWN REMAINS UNPAID OR TO A PERSON WHILE A CITATION FOR ANY FULLY ADJUDICATED VIOLATION OF THIS PART II REMAINS UNPAID.

SECTION 15.28. REVOCATION OF PERMIT.

A. IN ADDITION TO THE PENALTIES PROVIDED ABOVE IN THIS PART II FOR VIOLATION HEREOF, THE TOWN MAY REVOKE THE RESIDENTIAL PARKING PERMIT OF ANY PERSON FOUND TO BE IN VIOLATION OF THIS PART II OF ARTICLE 15 AND, UPON WRITTEN NOTIFICATION THEREOF, THE PERSON SHALL SURRENDER SUCH PERMIT TO THE TOWN.

B. FAILURE TO SURRENDER A REVOKED RESIDENTIAL PARKING PERMIT WHEN REQUESTED TO DO SO SHALL CONSTITUTE A SEPARATE MUNICIPAL INFRACTION.

C. NOTHING HEREIN SHALL BE CONSTRUED AS AUTHORIZING A PERMITEE TO VIOLATE ANY TRAFFIC REGULATION, EMERGENCY OR OTHERWISE, DULY ADOPTED BY THE TOWN.

SECTION 2. AND BE IT FURTHER ORDAINED AND ENACTED, that if any part, section, subsection, sentence, clause, phrase or portion thereof is held to be invalid, or unconstitutional by a court of competent jurisdiction, then that decision shall not affect the validity of the remaining portions hereof.

SECTION 3. AND BE IT FURTHER ORDAINED AND ENACTED, that any prior ordinances adopting and enacting any provision of Article 15 of said Code or any other ordinance or resolution previously adopted pertaining to a subject or subjects embodied by the title of this Ordinance or the provisions found herein shall be deemed repealed and superseded by the provisions of this Ordinance. Should a previously enacted ordinance cover a provision or subject that is not covered by this Ordinance, it shall remain in full force and effect unless it directly conflicts with the express language of this Ordinance.

SECTION 4. AND BE IT FURTHER ORDAINED AND ENACTED, that this Ordinance shall take effect thirty (30) calendar days following adoption by the Town Council,

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having been passed by the required yea and nay votes of the Mayor and Council of the Town of Forest Heights.

SECTION 5. AND BE IT FURTHER ORDAINED AND ENACTED, that upon passage, the Town Clerk shall cause to be published a summary of this Ordinance at least twice in the Town newsletter or a newspaper having general circulation within the Town of Forest Heights.

HAVING BEEN INTRODUCED AND HAVING BEEN READ, as an ordinance and passed by a yea and nay vote of the Mayor and Council of the Town of Forest Heights with the affirmative votes of at least four (4) of the members of the legislative body including the Mayor as indicated below at a Public Meeting of The Mayor and Council of the Town of Forest Heights held on this ___ day of _____, 2022, at _____ o'clock ____m., in the Municipal Building in Forest Heights, Maryland.

<u>ROLL CALL VOTE</u>	<u>YEA/NAY/ABSTAIN/ABSENT</u>
ATKINSON	_____
BARNES	_____
BROWNSON	_____
HINES	_____
LILLY	_____
NOBLE	_____
WASHINGTON	_____

I HEREBY CERTIFY that the above Ordinance No. ___-22 was passed by the required yea and nay vote of the Mayor and Council of the Town of Forest Heights on the ___ day of _____ 2022.

ATTEST:

THE TOWN OF FOREST HEIGHTS

Sherletta Hawkins, Town Clerk

By: _____
Calvin Washington, Mayor

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By: _____
Troy Lilly, President

CERTIFICATION

I HEREBY CERTIFY that following its passage, a summary of this Ordinance No. __-22 has been published at least twice in the Town newsletter or a newspaper having general circulation in the Town of Forest Heights and that an executed copy of this ordinance has been delivered to General Code, LLC for codification.

Date: _____

Sherletta Hawkins, Town Clerk

1st Reader: _____

2nd Reader: _____

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