

# TOWN OF FOREST HEIGHTS COUNCIL WORK SESSION MEETING

Monday, December 5, 2022  
Municipal Building  
ForestHeightsFacebook  
Zoom Dial-In 1-301-715-8592  
Meeting ID Meeting ID: Meeting ID: 86008316885

## 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 November 7 and 16 meeting will be presented at the December 21, 2022, meeting)
  - b. Petra Development Presentation: National View Project Update.
- VI. Approval of Agenda
- VII. Public Period (limit 2 minutes)
- VIII. Reports
  - a. Treasurer
  - b. Public Works
  - c. Ombudsman
  - d. Code Enforcement
  - e. Police Chief
  - f. Program Manager
  - g. Town Administrator
- IX. Councilmember/Mayor Report
  - a. Ward 1
  - b. Ward 11
  - c. Ward 111
- X. Legislation
  - a. **Resolution 70-22:** A RESOLUTION TO APPROVE THE PURCHASE OF A QUANTIFIT2 RESPIRATOR FIT TESTING SYSTEM AND A 5-YEAR QUANTIFIT 2 GOLD SERVICE CONTRACT FOR CALIBRATION AND MAINTENANCE TO COMPLY WITH THE OSHA REQUIRED YEARLY FIT TESTING REQUIREMENTS
  - b. **Resolution 71-22:** A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF FOREST HEIGHTS, MARYLAND TO APPROVE THE EMPLOYMENT AND APPOINTMENT OF DOMINICK R. PAIGE AS A POLICE OFFICER TO SERVE WITHIN THE FOREST HEIGHTS POLICE DEPARTMENT AND TO APPROVE A REIMBURSEMENT AGREEMENT
  - c. **Resolution 72-22:** A RESOLUTION TO AUTHORIZE THE MAYOR AND TOWN COUNCIL TO ACCEPT THE PROPOSAL TO RENEW A CONTRACT WITH ASIL PUBLIC RELATIONS, LLC TO MAINTAIN COMMUNITY ENGAGEMENT/PUBLIC RELATIONS FOR THE TOWN OF FOREST HEIGHTS
  - d. **Resolution 73-22:** A RESOLUTION TO AWARD A CONTRACT FOR AUDITING SERVICES FOR THE TOWN OF FOREST HEIGHTS FOR FISCAL YEARS 2022 AND 2023 TO FRANCIS J. DISALVO, CPA TO PERFORM THE YEARS ENDING JUNE 30, 2022, AND JUNE 30, 2023

- e. **Resolution 74-22:** A RESOLUTION TO APPROVE A GLOBAL MASTER SERVICES AGREEMENT AND SALES ORDER BETWEEN ADP, INC. ("ADP") AND THE TOWN OF FOREST HEIGHTS (THE "TOWN")
- f. **Resolution 75-22:** A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A PROFESSIONAL SERVICES CONTRACT WITH KEVIN NORRIS SURVEYING, LLC ON BEHALF OF THE TOWN OF FOREST HEIGHTS (THE "TOWN") TO OBTAIN BOUNDARY SURVEYS WITH A METES AND BOUNDS DESCRIPTION AND AN ANNEXATION PLAT FOR PROPERTIES PERTAINING TO FURTHER ANNEXATIONS IN ORDER TO PREPARE CERTAIN LEGAL DOCUMENTS NECESSARY FOR MUNICIPAL ANNEXATION
- g. **Resolution 76-22:** A RESOLUTION TO AUTHORIZE THE MAYOR TO DISTRIBUTE CHRISTMAS BONUSES TO THE TOWN EMPLOYEES
- h. **Charter Amendment Resolution Number 03-22:** A CHARTER AMENDMENT RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF FOREST HEIGHTS, MARYLAND AMENDING SECTION 33-6 (MEETINGS) OF THE CHARTER OF THE TOWN OF FOREST HEIGHTS, MARYLAND TO ALLOW THE TOWN COUNCIL TO RECESS IN THE MONTH OF AUGUST EACH YEAR; AND GENERALLY RELATING TO TOWN MEETINGS OF THE GOVERNING BODY
- i. **Ordinance No. 04-22: *Seconded Reading:*** 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
- j. **Ordinance No. 05-22: *First Reading:*** AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE TOWN OF FOREST HEIGHTS, MARYLAND AMENDING ARTICLE 14 (TOWN PUBLIC ETHICS ORDINANCE) OF THE TOWN ORDINANCE CODE, BY AMENDING SUBSECTION 14.4(E) (CONFLICTS OF INTEREST) TO REQUIRE ONE FULL YEAR BEFORE A FORMER MEMBER OF THE TOWN COUNCIL MAY ASSIST OR REPRESENT ANOTHER PARTY FOR COMPENSATION IN A MATTER THAT IS THE SUBJECT OF LEGISLATIVE ACTION; AND AMEND SUBSECTION 14.4(G) (CONFLICTS OF INTEREST) TO PROVIDE EXAMPLES OF VIOLATIONS OF THE USE OF PRESTIGE OF OFFICE; TO AMEND SUBSECTION 14.4(H) (CONFLICTS OF INTEREST) TO PROVIDE RELATING TO SOLICITATION AND ACCEPTANCE OF GIFTS THAT AN OFFICIAL OR EMPLOYEE MAY NOT KNOWINGLY ACCEPT A GIFT, DIRECTLY OR INDIRECTLY, FROM A PERSON THAT THE OFFICIAL OR EMPLOYEE KNOWS OR HAS THE REASON TO KNOW IS AN ASSOCIATION, OR ANY ENTITY ACTING ON BEHALF OF AN ASSOCIATION THAT IS ENGAGED ONLY IN REPRESENTING COUNTIES OR MUNICIPAL CORPORATIONS; TO AMEND SUBSECTION 14.4(I) (CONFLICTS OF INTEREST) TO INCLUDE A PROHIBITION REGARDING DISCLOSURE OF CONFIDENTIAL INFORMATION TO INCLUDE FORMER OFFICIALS AND EMPLOYEES; TO AMEND SUBSECTION 14.4(K) (CONFLICTS OF INTEREST) TO INCLUDE PROHIBITING RETALIATION AGAINST AN OFFICIAL OR EMPLOYEE FOR REPORTING OR PARTICIPATING IN AN INVESTIGATION OF A POTENTIAL VIOLATION OF THE LOCAL ETHICS LAW OR ORDINANCE; TO AMEND SUBSECTION 14.5(C) (FINANCIAL DISCLOSURE BY ELECTED OFFICIALS AND CANDIDATES) TO INCLUDE THE COMMISSION OR THE OFFICE DESIGNATED BY THE COMMISSION MAY NOT PROVIDE PUBLIC ACCESS TO AN INDIVIDUAL'S HOME ADDRESS THAT THE INDIVIDUAL HAS DESIGNATED AS THE INDIVIDUAL'S HOME ADDRESS, AND THAT THE COMMISSION OR OFFICE DESIGNATED BY THE COMMISSION SHALL NOT PROVIDE PUBLIC ACCESS TO INFORMATION RELATED TO CONSIDERATION RECEIVED FROM: (I) THE UNIVERSITY OF MARYLAND MEDICAL SYSTEM; (II) A GOVERNMENTAL ENTITY OF THE STATE OR A LOCAL GOVERNMENT IN THE STATE; OR (III) A QUASI-GOVERNMENTAL ENTITY OF THE STATE OR LOCAL GOVERNMENT IN THE STATE; AND TO AMEND SUBSECTION 14.5(E) (FINANCIAL DISCLOSURE BY ELECTED OFFICIALS AND CANDIDATES) TO REQUIRE AN INDIVIDUAL WHO IS REQUIRED TO DISCLOSE THE NAME OF A BUSINESS UNDER THIS SECTION TO DISCLOSE ANY OTHER NAMES THAT THE BUSINESS IS TRADING AS OR DOING BUSINESS AS; TO AMEND SUBSECTION 14.5(E) (FINANCIAL

DISCLOSURE BY ELECTED OFFICIALS AND CANDIDATES) RELATING TO THE CONTENTS OF FINANCIAL DISCLOSURE STATEMENT TO INCLUDE REPORTING GIFTS FROM AN ASSOCIATION, OR ANY ENTITY ACTING ON BEHALF OF AN ASSOCIATION THAT IS ENGAGED ONLY IN REPRESENTING COUNTIES OR MUNICIPAL CORPORATIONS AND DISCLOSE CERTAIN RELATIONSHIPS WITH THE UNIVERSITY OF MARYLAND MEDICAL SYSTEM, A STATE OR LOCAL GOVERNMENT, OR QUASI-GOVERNMENTAL ENTITY; AND TO AMEND SUBSECTION 14.5(G) (FINANCIAL DISCLOSURE BY ELECTED OFFICIALS AND CANDIDATES) RELATING TO INTERESTS OF THE INDIVIDUAL MAKING THE STATEMENT SUCH THAT CERTAIN INTERESTS IN BUSINESS ENTITIES ARE TO BE INCLUDED IN THE DISCLOSURE FORMS; AND GENERALLY RELATING TO THE TOWN'S PUBLIC ETHICS LAW.

- k. **Ordinance No. 06-22: *First Reading:*** AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE TOWN OF FOREST HEIGHTS GRANTING A RENEWAL OF THE CABLE FRANCHISE TO COMCAST OF MARYLAND, LLC AND AUTHORIZING A FRANCHISE AGREEMENT.

- XI. New Business
- XII. Adjournment

A RESOLUTION TO AUTHORIZE THE MAYOR TO DISTRIBUTE CHRISTMAS BONUSES TO THE TOWN EMPLOYEES

The Town of Forest Heights  
Cash Report  
November 2022

	TD Bank (GF - Checking)	TD Bank (ARPA)	TD Bank (Speed Camera)	TD Bank (Rainy Day - Money Mkt)	Totals
Beginning Balances	\$697,881.74	\$1,395,791.11	\$1,915,017.74	\$166,132.40	\$4,174,822.99
<b>Unrestricted Funds:</b>					
Interest/Investment Income	\$2,858.25	\$0.00	\$0.00	\$0.00	\$2,858.25
Pending Transfers	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
ARPA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Internal Transfers In/Out	\$800,000.00	\$0.00	(\$800,000.00)	\$0.00	\$0.00
Transfers In - Other Agencies	\$140,549.29	\$0.00	\$0.00	\$0.00	\$140,549.29
Transfers In	\$20,010.48	\$0.00	\$0.00	\$0.00	\$20,010.48
Transfers Out	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Deposits	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Subtotal - Unrestricted Deposit Fund Activity</b>	<b>\$963,418.02</b>	<b>\$0.00</b>	<b>(\$800,000.00)</b>	<b>\$0.00</b>	<b>\$163,418.02</b>
<b>Restricted Funds:</b>					
ACH - Gatso	\$0.00	\$0.00	\$40,359.00	\$0.00	\$40,359.00
ACH - Optotraffic	\$0.00	\$0.00	\$46.53	\$0.00	\$46.53
ACH - Municipal Collections	\$0.00	\$0.00	\$81,728.97	\$0.00	\$81,728.97
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Subtotal - Restricted Fund Activity</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$122,134.50</b>	<b>\$0.00</b>	<b>\$122,134.50</b>
<b>Total Cash Available Before Disbursements</b>	<b>\$1,661,299.76</b>	<b>\$1,395,791.11</b>	<b>\$1,237,152.24</b>	<b>\$166,132.40</b>	<b>\$4,460,376.51</b>
<b>Other Disbursements:</b>					
Payroll - Net Salary	(\$156,066.49)	\$0.00	\$0.00	\$0.00	(\$156,066.49)
Payroll - Taxes	(\$63,280.08)	\$0.00	\$0.00	\$0.00	(\$63,280.08)
Payroll - Fees	(\$327.78)	\$0.00	\$0.00	\$0.00	(\$327.78)
Checks Cashed/Other	(\$129,900.92)	\$0.00	\$0.00	\$0.00	(\$129,900.92)
Non-payroll Electronic Disbursements	(\$196,056.91)	\$0.00	\$0.00	\$0.00	(\$196,056.91)
Service Charge	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total Cash Disbursed</b>	<b>(\$545,632.18)</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>(\$545,632.18)</b>
<b>Ending Balance @ 11/30/2022</b>	<b>\$1,115,667.58</b>	<b>\$1,395,791.11</b>	<b>\$1,237,152.24</b>	<b>\$166,132.40</b>	<b>\$3,914,743.33</b>

NOTES

General Fund

- Real Estate Tax Revenue - \$61,092
- Highway User - \$12,184.19
- Local Tax - \$67,273.10



# The Town of Forest Heights POLICE DEPARTMENT

*Anthony Rease, Chief of Police*

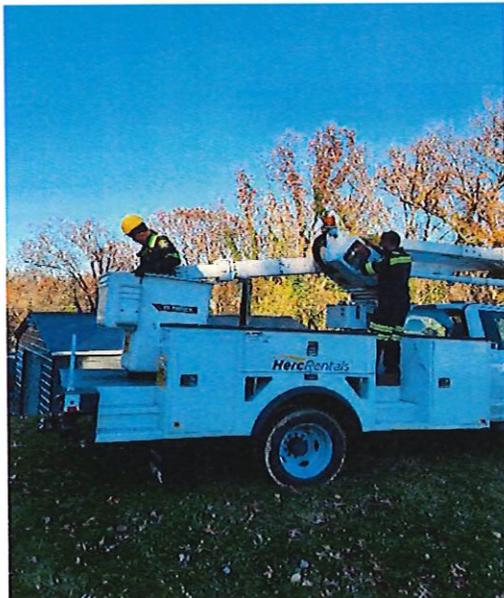
## PUBLIC WORKS

As of November 9<sup>th</sup>, Police Chief Rease provides management oversight of the Public Works Department.

The Public Works Dept inventoried and performed maintenance on the following equipment:

Trac Vac- Leaf Vacuum, Billy Goat Vacuum, Echo Pole Saw, 3 Snowplows, 3 Commercial Lawnmowers

3 Public Works employees are now certified in bucket truck operation. With this certification, public works employees can now perform tree maintenance and maintenance on the Police Department surveillance cameras. Public Works employees are now members of the American Public Works Association. Public Works will now strive to become accredited and participate in monthly training. The next certification training is snowplow operation.



Administrative Office: 301-839-4040 | Non-Emergency: (301) 352-1200 | Emergency Dial: 911

5508 Arapahoe Drive Forest Heights, Maryland 20745 Follow us [f](#) [@](#) [t](#) @ForestHeightsPD



# The Town of Forest Heights POLICE DEPARTMENT

*Anthony Rease, Chief of Police*

Public Works has also started tree trimming. Public Works has taken the recommendation from the Neighborhood Design Center on maintaining all the town's trees. If Public Works continue to provide tree pruning service will require additional equipment. Public Works is also working on a schedule for street cleaning using the Tennant (Litter pick-up machine).



Administrative Office: 301-839-4040 | Non-Emergency: (301) 352-1200 | Emergency Dial: 911

5508 Arapahoe Drive Forest Heights, Maryland 20745 Follow us [f](#) [@](#) [t](#) @ForestHeightsPD



# The Town of Forest Heights POLICE DEPARTMENT

*Anthony Rease, Chief of Police*

## Infrastructure Projects

Choice Concrete is waiting for weather permitting days to start the work at 5901 Shoshone Drive -5812 Choctaw Drive for curb and sidewalk replacement. Choice Concrete will still honor the quoted price if the town has until spring to start the project.

Public Works has contacted Choice Concrete about a raised sidewalk on Quade Street that Councilmember Kennedy mentioned. The issue is that a nearby tree root is raising the sidewalk. Once they have made their evaluation and given the scope of work, we will place them on the sidewalk repair list.

On December 6, Z Conn LLC will inspect the sidewalk on Rolph Drive. In some parts of the sidewalk, the pervious pavement has significantly dropped.



Administrative Office: 301-839-4040 | Non-Emergency: (301) 352-1200 | Emergency Dial: 911

5508 Arapahoe Drive Forest Heights, Maryland 20745 Follow us [f](#) [@](#) [t](#) @ForestHeightsPD

**TOWN OF FOREST HEIGHTS**  
**AUTOMATED SPEED ENFORCEMENT OMBUDSMAN**  
November 2022  
Ombudsman Report  
Ronald B Govan

For the month of October, the Town of Forest Heights had

- **8** Late fees requested.
- **5** Late fee requests granted.
- **2** Late fee requests denied
- **6** Cancel citation.
- **3** Flag Release
- **2** Transfer of Liability



# The Town of Forest Heights POLICE DEPARTMENT

*Anthony Rease, Chief of Police*

## CODE ENFORCEMENT

Case #	Compliance Date	Violation Name	Violation Status	Total Fees	Main Status
220276	12/2/2022	11.3 Trash Receptacles (Trash and garbage disposal and receptacles) A,B,C	Active		ACTIVE
220277	12/2/2022	11.3 Trash Receptacles (Trash and garbage disposal and receptacles) A,B,C	Active		ACTIVE
220279	12/27/2022	Section 15.3.2 (V) 4. Parking and truck restrictions.	Active		ACTIVE
220213	12/7/2022	Section 11.3 (A) 2: Private Property	Active		CLOSED
220275	12/19/2022	Section 15. 3. 2. (U) 1 Parking and truck restrictions.	Active		ACTIVE
220275	12/19/2022	3.18.(A) Property Maintenance II	Active		ACTIVE
220274	12/2/2022	Section 19.11.(A) Removal of Goods and Materials in Public Right of way due to eviction	Active	\$300.00	ACTIVE
220274	12/2/2022	Section 11.2: Dwellings, Yards and Vacant Areas and Lots	Active	\$300.00	ACTIVE
220272	12/20/2022	Section 11.3 (A) 2: Private Property	Active		ACTIVE
220265	11/25/2022	Section 11.3 (C) 2: Bulky Trash Collection	Active		Pending
220267	12/5/2022	Section 3.8 Registration of vacant buildings	Active		ACTIVE
220270	11/28/2022	Section 11.2: Dwellings, Yards and Vacant Areas and Lots	Active		ACTIVE
220271	11/30/2022	Section 15.3.2 (V) 4. Parking and truck restrictions.	Active		ACTIVE
220266	11/25/2022	Section 15.3.2 (V) 4. Parking and truck restrictions.	Active		ACTIVE
220268	11/23/2022	Section 3.2 (A): Town Permits and certificates of referral required	Active		ACTIVE
220269	11/28/2022	Section 11.2: Dwellings, Yards and Vacant Areas and Lots	Active		ACTIVE
220267	12/5/2022	Section 11.2: Dwellings, Yards and Vacant Areas and Lots	Active		ACTIVE
220267	12/5/2022	13.9 (3) Nuisances*, generally and specified	Active		ACTIVE
220272	12/20/2022	3.18.(A) Property Maintenance II	Active		ACTIVE
220269	11/28/2022	Section 11.3 (C) 2: Bulky Trash Collection	Active		ACTIVE
220163	12/5/2022	Section 3.8 Registration of vacant buildings	Active		ACTIVE
220163	12/5/2022	Section 11.2: Dwellings, Yards and Vacant Areas and Lots	Active		ACTIVE
220186	12/7/2022	Section 3.8 Registration of vacant buildings	Active	\$500.00	ACTIVE
220264	11/18/2022	Section 11.2: Dwellings, Yards and Vacant Areas and Lots	Active		CLOSED
220263	12/5/2022	Section 3.8 Registration of vacant buildings	Active		ACTIVE
220263	12/5/2022	13.9 (3) Nuisances*, generally and specified	Active		ACTIVE
220263	12/5/2022	3.18.(A) Property Maintenance II	Active		ACTIVE
220262		Section 3.18.(B) Property Maintenance	Active		ACTIVE
220260	11/11/2022	Section 11.2: Dwellings, Yards and Vacant Areas and Lots	Active		ACTIVE
220258	11/4/2022	Section 11.3 (C) 2: Bulky Trash Collection	Active		ACTIVE
220257		3.18.(A) Property Maintenance II	Active		ACTIVE
				<b>\$1,100.00</b>	

Administrative Office: 301-839-4040 | Non-Emergency: (301) 352-1200 | Emergency Dial: 911

5508 Arapahoe Drive Forest Heights, Maryland 20745 Follow us [f](#) [i](#) [t](#) @ForestHeightsPD



# The Town of Forest Heights POLICE DEPARTMENT

*Anthony Rease, Chief of Police*

Incident Type	Total
911 DISCONNECT	29
ACCIDENT	4
ALS COMBINED	1
ANIMAL COMPLAINT	4
ASSAULT	2
ASSAULT COMBINED	1
ASSAULT REPORT	2
CHECK WELFARE	9
CHECK WELFARE COMBINED	7
CROSSING GUARD ASSIGNMENT	2
CW18	6
DEPT ACCIDENT PD	1
DEVICE/PKG/THREAT COMBINED	1
DISORDERLY	9
DOMESTIC	1
DOMESTIC STANDBY	1
FAMILY DISPUTE	6
FOUND	2
FRAUD	2
GUNSHOTS	1
HIT AND RUN W/INJURY COMBINED	1
LOCK OUT IN	1
LOST PROPERTY	1
LOUD MUSIC COMPLAINT	1
MISC POLICE INCIDENT	10
NOISE COMPLAINT	1
OVERDOSE ALS COMBINED	1
PARKING ENFORCMENT	9
PAST ABDUCTION	1
PREMISE CHECK	305
PROPERTY ALARM	1
PROPERTY ALARM COMMERCIAL	1
RESIDENTIAL ALARM	5
STOLEN VEH	4
SUBJECT STOP	15
SUSPICIOUS AUTO	10

SUSPICIOUS OCC AUTO	11
SUSPICIOUS PERSON	3
THEFT J O	2
THEFT REPORT	3
THREATS COMPLAINT	3
TRAFFIC COMPLAINT	11
TRAFFIC HAZARD	1
TRESPASSING COMPL	1
UNKNOWN TROUBLE	10
VEHICLE ACCIDENT COMBINED	2
WARRANT SERVICE	2
Total Calls -->	507

#### Personnel Changes:

New Code Enforcement Officer:

Darryl Green

New Police Officer:

Anthony Williams

#### STATISTICAL REPORT

Arrest:

OnView-14

Warrants-6

Recovered Firearms-7

Administrative Office: 301-839-4040 | Non-Emergency: (301) 352-1200 | Emergency Dial: 911

5508 Arapahoe Drive Forest Heights, Maryland 20745 Follow us [f](#) [@](#) [t](#) @ForestHeightsPD

John E O'Connor  
Program Manager  
Monthly Report, November 2022

Mayor and Council,

The following is a list of action items that have been undertaken by the Program Manager in conjunction with the Staff of the Town of Forest Heights.

1. American Rescue Plan Future Planning and Operations. Establishing new plan. Assisting economically impacted residents and advertising, Draft Plan Submitted to Town Administrator
2. Council Updated at work session for Side-walk retro fit program.
  - a. Update: Sidewalk work to begin on ShoShone Area
  - b. Update: DPW is working directly with Vendor Weather is playing a factor in work starting**
3. Mayor and Council for approved Speed Hump Ordinance. This outlines all requirements to be set, citizen requests, input, and conformance with the Manual for Uniformed Traffic Control Devices. Work has begun to facilitate the speed hump updating.
  - a. Update: Speed Humps Cataloged in Town and Removal to Begin of Speed Bumps
  - b. Vendor Quote is being provided by TruSeal. Work is anticipated to begin in Spring**
4. BoardDocs is being implemented and training will be scheduled late September. We are on schedule.
  - a. Update: Boarddocs system established attended training with Town Clerk. We are on time with implementation
5. Collaborating with RedSpeed to facilitate install of Camera Systems
6. Attended Staff meetings and coordinated with the Town Administrator to facilitate forward momentum and government readiness for services.
7. Completed several CIP sheets for future projects that will help facilitate grant funding.
8. Worked with Police Department for Automated Enforcement Options and Vendors for a smooth transition.
  - a. Update: Vendor selected will assist with implementation
  - b. Collaborating with RedSpeed to facilitate install of Camera Systems
9. Shoshone to be updated with Signs and paint, as well as Sealed
  - a. Project still not complete waiting on DPW **(COMPLETED)**
10. Worked with Clerk for passive recreation spaces within the Town
  - a. Met with Vendor to provide water to Community Garden. Will be completed in Spring
11. Submitted Amendments for Town to City
12. Completed 5 resolutions for staff
13. Speed Limit and Parking Ordinance for Town submitted

14. Coordinating Food Giveaways and Payments to Vendors
15. Participated in Food Giveaways, Turkey Giveaways
16. Working with Clerk for BoardDocs Implementation
17. Completed Draft ARPA
18. Working on Resolution for Close out and reopening of Police Projects streamlining the process and properly identifying funding sources
19. Began work on new personnel manual (Employee Handbook)

## **Town Council Report For 12.5.22 Work Session (Town Administrator)**

### **National View Project Status**

Petra Development has received approval (with conditions) of their *Conceptual Site Plan* for National View from the Maryland National Capital Parks & Planning Commission. The Conceptual Plan depicts where the applicant plans to place the buildings, entrances and exits to the site, and other development on the property.

The Conceptual Plan was formally accepted by the M-NCPPC on or about March 22<sup>ND</sup> and approved at a hearing early last summer.

One of the next major steps forward in connection with this approval is that the Town is now expected to annex certain development related property into our corporate limits as a stipulation associated with the executed Pre-Annexation Agreement.

Town staff has engaged the firm Charles P. Johnson and Associates which is currently in the process of completing a metes & bounds survey needed to begin the annexation process.

The developer for this project, Petra Development, will provide the Town Council an update on the Conceptual Site Plan at the December Work Session meeting.

### **Townhouse Construction Project Proposed for Talbert Drive**

Mayor Washington and I were contacted by a developer (Women at Work, LLC) who is interested in constructing a townhouse project on six vacant lots along Talbert Drive. Although only in the conceptual phase, the developers' vision for *Forest Heights Cove* is to assemble property owned by several entities in the vicinity of Talbert Drive to construct approximately 15-20 townhomes. The project would include several surplus lots along Talbert Drive that Prince Georges' County would deed to the Town of Forest Heights.

I have submitted a proposed "Plan" to the County Land Acquisition and Real Property Office describing how the Town might develop the project in partnership with the developer, which is required to reserve and convey the lots to the Town.

The process of the County deeding these properties to the Town is underway with the Land Acquisition Office and expected to stretch into early 2023.

Please contact the Town Administrator for more information.

### **Additional Senior Level Management Resources for the Public Works Department**

As you may know, Lead Crewman Melvin Watkins was temporarily assigned as Acting Public Works Department Manager effective June 17<sup>th</sup>. He has done an exemplary job in this capacity.

**Town Council Report For 12.5.22 Work Session**  
**(Town Administrator)**

However, as the Town continues to advertise for and interview candidates to fill the vacant Public Works Director position, work and management demands on the department have continued to increase over the months, particularly during this time of year.

In response to this situation and to assist with addressing these demands, Police Chief Rease has agreed to act as senior manager of the Department until a new Public Works Director has been identified.

Lead Crewman Watkins and the rest of the staff now temporarily report directly to Chief Rease (or his designee) which will add additional management resources and perspective regarding day-to-day operations.

Feel free to contact me with any questions.

**THE TOWN OF FOREST HEIGHTS  
RESOLUTION 70-2022**

**A RESOLUTION TO APPROVE THE PURCHASE OF A QUANTIFIT2 RESPIRATOR  
FIT TESTING SYSTEM AND A 5-YEAR QUANTIFIT 2 GOLD SERVICE CONTRACT  
FOR CALIBRATION AND MAINTENANCE TO COMPLY WITH THE OSHA  
REQUIRED YEARLY FIT TESTING REQUIREMENTS**

Introduced By: Mayor Calvin Washington, Sr.

**WHEREAS**, the Town Council has authority to approve contracts and procurements pursuant to the Town Charter, Section 33.63, and Town Code 20.4; and

**WHEREAS**, the Town Charter, § 33-63(f) authorizes the Town to forego the normal procurement process through cooperative purchasing in certain cases where another government entity or association has already made a competitive purchase of said item and, provided that such local government or association has adopted procurement regulations that are comparable to those enacted by the Town, the Mayor and Council may, without soliciting bids, purchase the item in question at the bid price from the successful bidder, if the Mayor and Council determines that the bid price is competitive, and

**WHEREAS**, the Town Charter, § 33-63(g) further authorizes the Mayor and Council by a two-thirds vote to waive the competitive bidding requirements of said Charter section for good cause shown for sole source procurements of unique products and services, and that written findings as to the basis of such waiver shall be placed in the journal of the Council's proceedings, and

**WHEREAS**, the Town Ordinance Code, § 20.4(a)(6) states that upon written findings entered into the journal, the Mayor and Council may exempt the purchase of a good or service from competitive selection processes when the purchase qualifies as a sole source procurement as a result of several circumstances including: (i) One vendor is the only one qualified or eligible or is quite obviously the most qualified or eligible to provide the good or service or (ii) the procurement is of such a specialized nature or related to a specific geographic location that only a single source, by virtue of experience, expertise, proximity, or ownership of intellectual property rights, and could most satisfactorily provide the good or service, and

**WHEREAS**, the Occupational Safety and Health Administration enacted standard number 1910.134 – Personal Protective Equipment; and

**WHEREAS**, it has also been determined that the Forest Heights Police Department and the Department of Public Works utilize fitted respiratory mask in the performance of their regular duties; and

**WHEREAS**, it is the recommendation of the Forest Heights Police Department to acquire the QuantiFit2 Respirator fit testing system to ensure on-going compliance with the Occupational Safety and Health Administrations standards

**THE TOWN OF FOREST HEIGHTS  
RESOLUTION 70-2022**

**NOW THEREFORE BE IT RESOLVED**, that subject to the general terms and conditions of the purchase agreement this has been awarded to Occupational Health Dynamics (OHD) of Hoover, Alabama in accordance with Town procurement law for the new QuantiFit 2 respirator fit testing system and a 5-year Quantifit2 Gold Service calibration & maintenance contract

**AND, BE IT FURTHER RESOLVED**, the Town authorizes said purchase for repository fit testing equipment and maintenance contract totaling \$15,440 and to be appropriated and paid from Line Item 8200 – American Recovery Act Expenditures (ARPA) of the FY 23 Budget; and

**AND, BE IT FURTHER RESOLVED**, that the Chief of Police or their designee is authorized to execute the purchase agreement and maintenance contract on behalf of the Town and any documents or agreements pertaining to the purchase or on-going maintenance of the unit; and

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

**PASSED** this \_\_\_ day of December 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	_____
ATKINSON	_____
BARNES	_____
HINES	_____
WASHINGTON	_____
NOBLE	_____

ATTEST:

THE TOWN OF FOREST HEIGHTS,  
MARYLAND

\_\_\_\_\_  
Sherletta Hawkins, Town Clerk

By: \_\_\_\_\_  
Calvin Washington, Sr., Mayor

**THE TOWN OF FOREST HEIGHTS  
RESOLUTION 70-2022**

By: \_\_\_\_\_  
Troy Barrington Lilly, Council President

CERTIFICATION

I, hereby certify, as the duly appointed Town Clerk of the Town of Forest Heights, Maryland, that on the \_\_\_ of December 2022 with \_\_\_ Aye votes and \_\_\_ Nay vote the aforesaid Resolution 70-22 passed.

\_\_\_\_\_  
Sherletta Hawkins, Town Clerk

[Exhibits A - Quote]

DRAFT



Quote for Forest Heights Police Department

Date: 10/26/2022  
 Quote Number: QUO-12708-V3L7B2  
 Quote valid until 11/25/2022

Item	Description	Unit Price	Qty.	Amount
FTK 9519-4200	QuantiFit2 Respirator Fit Testing System with Bluetooth	\$9,795.00	1.00000	\$9,795.00
FTK 9513-0130	Kit 1 40 MM DIN Single Screw In	\$340.00	1.00000	\$340.00
	<b>Most Popular Accessories:</b> (Sold Separately)			
FTK 3010-4023	QuantiFit2 Battery	\$450.00	0.00000	-----
SERPG 9519-4020/5	<b>5-Year Quantifit2 Gold Service Contract:</b> -Calibration & Maintenance -Full Warranty Through Contract -OHD Accessory Assurance -OHD Insured Round Trip Shipping -3 Day In House Service Turnaround	\$5,230.00	0.00000	-----
<b>SUBTOTAL</b>				\$10,135.00
<b>SHIPPING/HANDLING</b>				\$75.00
<b>TOTAL</b>				<b>\$10,210.00</b>

*Except as otherwise provided in the quotation or order acknowledgement, as the case may be, the price does not include any Federal, State, or local taxes or duties.*

If you have any questions concerning this quotation call (888) 464-3872 or email sales@ohdusa.com

**THANK YOU FOR YOUR BUSINESS!**

PLEASE REVIEW OUR TERMS AND CONDITIONS ON THE FINAL PAGE OF THIS QUOTE

## GENERAL TERMS AND CONDITIONS OF SALE – OHD, LLLP

### I. ACCEPTANCE TERMS AND CONDITIONS

The term "Order" as used herein shall mean the total agreement between the parties arising out of the Purchaser's agreement to buy and the Seller's (OHD, LLLP) agreement to sell the Goods described on the face of this quotation or acknowledgment. The Purchaser's order is accepted expressly conditioned upon the following terms and conditions which may not be varied or added to, except by written agreement signed by an authorized representative of OHD, LLLP (hereafter referred to as OHD). Inconsistent or additional terms or conditions stated by Purchaser will not be binding on OHD, whether or not such terms or conditions "materially alter" this Order. Failure of Purchaser to specifically object to any of these terms or conditions prior to OHD shipping the Order shall constitute acceptance of these terms and conditions by Purchaser.

### II. WARRANTY

- A. OHD warrants that, at the time of delivery, the Goods delivered under this Order shall be free of all defects in workmanship and material. OHD will repair or replace, at its sole option, any Goods found to be defective by OHD, if notified by Purchaser within the Warranty time period. This remedy is Purchaser's exclusive remedy for breach of warranty.
- B. Warranty Time Periods
- New Products manufactured by OHD: The warranty time period shall be two (2) years from date of shipment by OHD, except as noted below.
    - Extended for fifteen (15) days when shipped to a USA domestic Distributor; or
    - Extended for forty-five (45) days when shipped to an international Distributor.
    - Rechargeable battery pack warranty shall be 1 year from date of shipment. Exceptions II.B.a.i. and II.B.a.ii. apply
  - New Products not manufactured by OHD: The warranty time period shall be the time period provided by the manufacturer of that product. This includes commercial off the shelf products that are accessories for OHD manufactured products.
  - Refurbished products warranty: The warranty time period shall be 180 days from date of shipment by OHD.
  - Exceptions to the above Warranty time periods: Purchased extended warranty options.
- C. This Warranty does not cover components that are expendable in normal use, and thus have an unpredictable service life, such as but not limited to batteries, fuses, filters, and diaphragms.
- D. This Warranty shall be null and void on any product which:
- Is operated or used in excess of the product's operating specifications; or
  - Is not properly maintained in accordance with its maintenance manual or specifications; or
  - Has been repaired or modified by persons other than authorized OHD personnel, unless such work is authorized in advance in writing by OHD; or
  - Has been damaged, abused, or misused.
- E. Warranty on Service and Repairs:
- Goods, which have been repaired or replaced during the Warranty period, are warranted only for the remainder of the unexpired portion of the original Warranty period.
  - Repairs or service provided not pursuant to Warranty: 90 days from date of shipment by OHD.
  - Round Trip Shipping Warranty. OHD will repair or replace, at its sole option, items damaged or lost by its carrier when this service option is used. The warranty is only valid for OHD supplied items that have been listed on the OHD Service Return Form. Non OHD supplied items, such as but not limited to laptops, respirators, etc., that are included in the shipment are expressly excluded from this warranty.
- F. Representations and warranties made by any person, including distributors and representatives of OHD, which are inconsistent or in conflict with the terms of this Warranty, shall not be binding upon OHD unless presented in writing and signed by a Vice President or the President of OHD.
- G. OHD SHALL NOT BE LIABLE FOR DIRECT, INDIRECT, CONSEQUENTIAL, ACCIDENTAL OR OTHER DAMAGES RESULTING FROM THE SALE AND USE OF ANY GOODS AND SELLER'S LIABILITY HEREUNDER SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF ANY GOODS FOUND DEFECTIVE.
- H. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT BEING LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR USE OR FOR A PARTICULAR PURPOSE, WHICH ARE EXPRESSLY DISCLAIMED, AND CONSTITUTES THE ONLY WARRANTY OF OHD WITH RESPECT TO GOODS SOLD OR DELIVERED UNDER THIS ORDER.
- I. PURCHASER IS SOLELY RESPONSIBLE FOR DETERMINING THE SUITABILITY OF OHD PRODUCT(S) FOR THE PURCHASER'S USE OR RESALE, OR FOR INCORPORATING OHD'S PRODUCT(S) INTO SYSTEMS, PRODUCTS, OR FOR APPLICATIONS WHICH PURCHASER DESIGNS, CONSTRUCTS OR MANUFACTURES. PURCHASER SHOULD TEST ALL PRODUCTS UNDER ACTUAL SERVICE CONDITIONS TO DETERMINE SUITABILITY FOR A PARTICULAR PURPOSE.

### III. RETURNED GOODS POLICY

No Goods may be returned unless and until OHD has authorized such return and given shipping instructions. The failure to obtain such authorization prior to returning the Goods shall render the Purchaser liable for any direct, indirect, consequential, incidental and all other costs incurred by OHD in the handling of the returned Goods. Current stock products in unbroken, unmarked packages, in saleable condition, may be eligible for return, subject to approval of Sales Management and a restocking charge of typically no less than 20%.

### V. EXPORT ORDERS

Prepayment via wire transfer in US Dollar is required prior to shipment. Shipments will be F.O.B collect from origin on Purchasers carrier account. Purchaser shall be responsible for obtaining any license to import the Goods into the country of destination and shall pay all taxes, duties, and tariffs. Purchaser shall ensure that all Goods exported from the United States are exported in accordance with the U.S. Export Administration regulations and any other applicable U.S. rules, regulations or statutes.

### VI. DOMESTIC PAYMENT

OHD shall invoice the Purchaser at the time the Goods are shipped from OHD with payment to be made by the Purchaser according to the terms of the invoice. Net 30 days for approved accounts only. Visa, MasterCard, American Express, Discover, pre-pay, and COD orders are accepted. All prices are payable in US Dollar. Prices are subject to change without notice.

### VII. DOMESTIC SHIPMENT

Shipment shall be F.O.B. origin, carrier selected by OHD unless other instructions and special handling fees have been provided by Purchaser. Title to the Goods and risk of loss shall pass to the Purchaser at the F.O.B. point. Shipping dates provided by OHD are approximate and OHD shall use its best commercially reasonable efforts to meet such dates.

### VIII. TAXES

Except as otherwise provided in the quotation or order acknowledgment, as the case may be, the price does not include any Federal, State or local taxes or duties.

### IX. CANCELLATION

Except as otherwise provided herein, this Order may not be cancelled by Purchaser except with the express consent of OHD in writing and upon payment to OHD of cancellation charges as determined by OHD.

### X. INSPECTION

The Purchaser shall inspect and accept any Goods delivered pursuant to this Order within thirty (30) days after receipt of such Goods. In the event the Goods do not conform to any drawings, designs or specifications which are expressly applicable to this Order, the Purchaser shall promptly notify OHD of such non-conformity in writing. OHD shall have a reasonable opportunity to repair or replace the nonconforming Goods at its sole option. The Purchaser shall be deemed to have accepted any Goods delivered hereunder and to have waived any such nonconformity in the event such a written communication is not received by OHD within sixty (60) days after Purchaser's receipt of the Goods.

### XI. ASSIGNMENT

Purchaser shall not assign rights under this Order without the written permission of OHD.

### XII. FORCE MAJEURE

Neither party shall be liable for its failure to perform hereunder due to any contingency beyond its reasonable control, including without limitation acts of God, fires, floods, wars, sabotage, accidents, labor disputes or shortages, governmental laws, ordinances, rules and regulations, any delay in or inability to obtain labor, machinery, material, products or services through its usual and regular sources or any other similar condition or cause (hereinafter "Force Majeure"). Notwithstanding the foregoing, a Force Majeure event will not excuse the obligation of payment of money.

### XIII. GENERAL

The construction, interpretation, and performance of this order and all transactions hereunder shall be governed by the laws of the State of Alabama; U.S.A. Purchaser expressly consents to the jurisdiction of the courts of the State of Alabama in the event litigation arises out of this transaction. If any provision of this order is in violation of any Federal, State or local law or regulation, or is illegal for any reason, such provision shall be deemed self-deleting without affecting the validity of the remaining provisions.

### XIV. BLANKET ORDERS

Blanket order pricing is based upon the sale and delivery of the total quantities of Goods specified within the Order within twelve (12) months from the date of OHD's acceptance of the Order. In the event that Purchaser does not accept delivery of the full quantity of Goods stated on the Order within the twelve (12) month performance period, Purchaser shall compensate OHD the difference between the normal pricing for the quantity of Goods actually accepted and the pricing included on this Order times the number of units actually accepted. In addition, Purchaser shall pay OHD a reasonable cancellation charge as determined by OHD based on the unshipped balance of the Order. These additional charges shall be payable on a net thirty (30) day basis.

### XV. LIMITATION OF LIABILITY

OHD's liability to Purchaser under this Order or arising out of possession or use of the Goods supplied hereunder or any technical advice relating thereto is limited to the warranty obligations set forth in the Warranty Article. In no event shall OHD's liability to Purchaser, whether based in contract, warranty, OHD's negligence or other tort, strict liability or otherwise, exceed the purchase price of the Goods in question. The foregoing shall constitute the sole and exclusive remedy of Purchaser and the sole and exclusive liability of OHD. IN NO EVENT SHALL OHD BE LIABLE FOR INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, OR OTHER DAMAGES RESULTING FROM THE SALE OR USE OF GOODS INCLUDING BUT NOT LIMITED TO LOSS OF PROFIT OR REVENUES, DAMAGE FOR LOSS OF USE OF THE PRODUCTS, DAMAGE TO PROPERTY, CLAIMS OF THIRD PARTIES, INCLUDING PERSONAL INJURY OR DEATH ON ACCOUNT OF USE OF THE PRODUCTS OR FAILURE TO WARN AGAINST OR INSTRUCT ON, OR ADEQUATELY WARN AGAINST OR INSTRUCT ON, THE DANGERS OF THE PRODUCTS OR THE SAFE AND PROPER USE OF THE PRODUCTS, WHETHER OR NOT OHD HAS BEEN ADVISED OF THE POTENTIAL FOR SUCH DAMAGES.

XVI. COMPLIANCE WITH LAWS. Purchaser acknowledges that the products purchased by it from OHD are products of the United States of America and that the export, use, transmission or other transfer of such products are governed by the laws and regulations of the United States of America. Purchaser agrees that it shall not take, export, or transmit any product to any other country or entity without OHD's prior written consent, which consent OHD may grant or withhold in its sole discretion. Purchaser hereby covenants and agrees to comply with all applicable laws, rules and regulations governing the handling, shipment, labeling, packaging, notification and use of the product by Purchaser and by Purchaser's customer, including without limitation any and all laws, rules and regulations of the jurisdiction where the customer of such product is located and that govern or affect the ordering, shipment, sale, delivery and redelivery of such product in such jurisdiction. Purchaser acknowledges and agrees that OHD has no responsibility or liability for complying or failing to comply with such laws, rules and regulations of the jurisdiction of Purchaser's customers, regardless of whether OHD has reason to know, has been advised or is otherwise in fact aware of such jurisdiction's applicable laws, rules and regulations.

XVII. INTELLECTUAL PROPERTY; PROPRIETARY INFORMATION. Purchaser and its customers and end users shall have no rights in or title to, and OHD shall retain all rights in and title to, any patents, inventions, designs, discoveries, technical data, copyrights, trademarks, trade names, service marks, trade secrets, or other intellectual property rights arising out of the products delivered or provided hereunder (the "Intellectual Property"). Purchaser hereby acknowledges and agrees that OHD is granting to Purchaser a non-exclusive limited license to any software contained in the product sold hereunder. All rights not expressly granted to Purchaser herein are reserved by OHD. Purchaser will not, and agrees not to cause or permit an end user of the product to, modify, re-create, reverse engineer, disassemble or decompile the product or any software contained in the product. Notwithstanding the foregoing, any modifications, developments, inventions, discoveries, updates or other improvements (each an "Improvement") to the products sold to Purchaser shall be the sole property of OHD and Purchaser agrees to assign to OHD all right, title and interest in and to such Improvements and shall execute any and all documents and instruments as OHD may reasonably determine are necessary or desirable in order to give effect to this section or to preserve, protect or enforce OHD's rights with respect to such Improvements. Purchaser agrees to hold all proprietary information in confidence and not to, directly or indirectly, copy, publish, summarize, or disclose to any person or entity such information without OHD's prior written consent. Purchaser agrees that it will take all steps (including nondisclosure agreements with Purchaser's employees and consultants, and such other steps as Purchaser takes to protect its own proprietary information) necessary to protect and prevent disclosure to and/or use by third parties of any proprietary information of OHD obtained by Purchaser. For the purpose of this section, "proprietary information" includes, but is not limited to, (i) information furnished by OHD, relating to the sale, use, or service of the products sold hereunder; and (ii) information provided by OHD to Purchaser and specifically marked "Confidential."



# QuantiFit2<sup>®</sup>

## CALIBRATION AND MAINTENANCE

### SERVICE OPTION COMPARISON CHART

SERVICE OPTION	BASIC SERVICE	BUMPER TO BUMPER	OHD PREMIUM SERVICE CONTRACT	OHD GOLD SERVICE CONTRACT
CALIBRATION & MAINTENANCE	✓	✓	✓	✓
RETURN SHIPPING		✓	*	*
OHD ROUND TRIP SHIPPING			✓	✓
EXTENDED WARRANTY		✓		✓
OHD ACCESSORY ASSURANCE				✓
IN-HOUSE SERVICE TURN-AROUND TIME	3-5 Days Typical	3-5 Days Typical	3-5 Days Typical	3 Days Guaranteed

\* return shipping included with OHD Round Trip Shipping

**Contact Us:** OHDGLOBAL.com | Sales@OHDGLOBAL.com | +1 205.980.0180

# CALIBRATION AND MAINTENANCE

## QUANTIFIT2 PREPAID SERVICE OPTIONS – AVAILABLE IN 1, 3 OR 5 YEAR PACKAGES

SERVICE OPTION	DESCRIPTION	PART NUMBER X = NUMBER OF YEARS
CALIBRATION & MAINTENANCE	Prepaid Annual NIST Traceable Calibration and Preventative Maintenance	SERP 9519-4020/X
BUMPER TO BUMPER	Prepaid Annual NIST Traceable Calibration and Preventative Maintenance, QuantiFit2 Warranty Over the Length of the Contract (standard warranty is 2 years) and Return Shipping	SERPW 9519-4020/X
RETURN SHIPPING	Shipping to Customer after Calibration (customer is responsible for shipping to OHD)	Included with Bumper to Bumper Contract
OHD ROUND TRIP SHIPPING	Pick-up and Return of QuantiFit2 for Annual Services (Insured by OHD)	Included with Premium Service Contract and Gold Service Contract
OHD ACCESSORY ASSURANCE	Adapter and Accessory Evaluation and Repair/Replacement	Included with Gold Service Contract

## PREPAID SERVICE OPTIONS

SERVICE PACKAGE	1 YEAR PACKAGE COST	3 YEAR PACKAGE COST	5 YEAR PACKAGE COST	PART NUMBER X = NUMBER OF YEARS
Calibration & Maintenance Contract	\$625.00	\$1,790.00	\$2,950.00	SERP 9519-4020/X
Bumper to Bumper Calibration, Maintenance & Extended Warranty Contract <b>Includes:</b> • Calibration & Maintenance Contract • Full Warranty Through Contract • Return Shipping	N/A	\$2,140.00 (AK, HI & Canada \$2,665.00)	\$3,590.00 (AK, HI & Canada \$3,965.00)	SERPW 9519-4020/X
OHD Premium Service Contract <b>Includes:</b> • Calibration & Maintenance Contract • OHD Round Trip Shipping	\$825.00 (AK, HI & Canada \$1,025.00)	\$2,480.00 (AK, HI & Canada \$3,175.00)	\$4,230.00 (AK, HI & Canada \$5,525.00)	SERPP 9519-4020/X
OHD Gold Service Contract <b>Includes:</b> • Calibration & Maintenance Contract • Full Warranty Through Contract • OHD Accessory Assurance • OHD Round Trip Shipping • 3 Day In-House Service Turnaround	\$1,030.00 (AK, HI & Canada \$1,230.00)	\$3,080.00 (AK, HI & Canada \$3,775.00)	\$5,230.00 (AK, HI & Canada \$6,525.00)	SERPG 9519-4020/X

\*Prices and specifications subject to change without notice

**Contact Us:** OHDGLOBAL.com | Sales@OHDGLOBAL.com | +1 205.980.0180

**TOWN OF FOREST HEIGHTS  
RESOLUTION 71-22**

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

Introduced By: Mayor Calvin J. Washington, Sr.

**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 Dominick Paige has shown that he has the necessary experience, training, MPTC certifications and knowledge to serve as a Police Corporal in the Police Department and it is in the best interest of the Town to appoint Mr. Paige as a Police Corporal.

**NOW THEREFORE BE IT RESOLVED**, that the Town Council hereby consents to the Mayor's appointment of Dominick Paige as Police Corporal at the annual salary of \$53,040; 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 71-22**

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

PASSED this \_\_\_ day of December 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

\_\_\_\_\_

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 December 2022 with \_\_\_ Aye votes and \_\_\_ Nay votes the aforesaid Resolution 70-22 passed.

\_\_\_\_\_  
Sherletta Hawkins, Town Clerk

**RESOLUTION 72-22  
THE TOWN OF FOREST HEIGHTS**

**A RESOLUTION TO AUTHORIZE THE MAYOR AND TOWN COUNCIL TO ACCEPT  
THE PROPOSAL TO RENEW A CONTRACT WITH ASIL PUBLIC RELATIONS, LLC  
TO MAINTAIN COMMUNITY ENGAGEMENT/PUBLIC RELATIONS FOR THE TOWN  
OF FOREST HEIGHTS**

Introduced By: Mayor Calvin J. Washington

WHEREAS, the Town wishes to renew its agreement with ASIL Public Relations, LLC to maintain and sustain the public awareness in Forest Heights through brand identity and developing and enhancing the popularity and use of social media (Live stream, video, Facebook, Instagram, Twitter) and all related services; and

WHEREAS, the Town has enjoyed a successful relationship with ASIL Public Relations, LLC and benefitted over the past years from their services as the town has grown both geographically and in terms of increased staffing; and

WHEREAS, the Town desires that ASIL Public Relations, LLC continue to manage and advise the Town concerning community engagement, marketing and public relations strategies in order to maximize the various desired media outcomes;

NOW THEREFORE BE IT RESOLVED that the Town Council of the Town of Forest Heights, Maryland hereby authorize the Mayor to approve and enter into a renewal contract dated December 22nd 2022 (attached) with ASIL Public Relations, LLC for services stated therein and referenced as Exhibit A; and

BE IT FURTHER RESOLVED, that the Mayor and Town Council of the Town of Forest Heights, Maryland hereby agree to authorize a total payment of no more than \$17,000.00 for these services from Budget Line Item 7265 "Marketing" of the FY 2023 Budget.

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

PASSED this \_\_\_ day of December 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 72-22

Page 1

**RESOLUTION 72-22  
THE TOWN OF FOREST HEIGHTS**

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 December 2022 with \_\_\_ Aye votes and \_\_\_ Nay votes the aforesaid Resolution \_\_\_-22 passed.

\_\_\_\_\_  
Sherletta Hawkins, Town Clerk

*[Exhibit A - Contract]*

## CONSULTANCY AGREEMENT

This Service Agreement (the “**Agreement**”) is entered into December 22, 2022 (the “**Effective Date**”) by and between **The Town of Forest Heights and The Forest Heights Police Department** (the “**Client**”) located at 5508 Arapahoe Drive Forest Heights, MD 20745 (606 Modoc Lane Forest Heights, MD 20745) and **ASIL Public Relations, LLC** (the “**Consultant**”) located at 6412 Foster Street, District Heights, MD 20747, also individually referred to as the “**Party**”, and collectively the “**Parties**”.

WHEREAS, the Client wishes to engage the Consultant, the Services Provider has agreed to offer public relations services to the Client through ASIL Public Relations, LLC.

THEREFORE, the Parties agree to the following:

### **Duration**

The Consultant will perform the services starting from **December 22, 2022**, to **December 21, 2023**. Either party may seek to extend this agreement for an additional 1-year term with written notice no later than 30-days prior to the expiration of the agreement.

### **Services Provided**

The Consultant agrees to provide the following services noted below as the Scope of Work (SOW):

### **Communication Objectives of ASIL PR**

ASIL PR, LLC communication objectives for Town of Forest Heights and The Forest Heights Police Department are as follows:

1. Strengthen brand awareness of the Town of Forest Heights and The Forest Heights Police Department to generate long term interest and understanding among target audiences.
2. Increase and reinforce the awareness of the benefits of the Town of Forest Heights and The Forest Heights Police Department to promote new developments.
3. Generate sustained, quality media coverage in target media (as discussed with Client, media coverage is never guaranteed) unless there is written confirmation from the media. Achieve the above through traditional channels such as printed media, radio and television as well as news outlets such as website, mobile internet and social media.
4. To recommend media format and target media groups that best reach the Town of Forest Heights and The Forest Heights Police Department specific goals.
5. To produce and/or edit high quality printed and broadcasted communications materials that meet the public relations and outreach objectives (i.e. media kit and press releases)
6. To utilize social media to generate publicity, word of mouth and grow the overall social media presence.

7. To utilize social media platforms as part of the integrated communication support in addition to traditional media efforts.
8. Assist in promoting the Town of Forest Heights and The Forest Heights Police Department and associated events through developing flyers, contacting the media/press and through social media.
9. Provide an evaluation (on a monthly or an as needed basis) on the success of the activities, events, and/or performances.

**Services to be provided to the client**

The Consultant will devote up to 20 hours per week on assignments for the Town of Forest Heights and the Forest Heights Police Department, unless otherwise discussed. Work will normally be performed at the offices of ASIL Public Relations, LLC (mobile) but occasionally may take place at other locations, as required. Work priority and scheduling will be at the discretion of the Town of Forest Heights and the Forest Heights Police Department and work will normally occur Monday to Friday 9am to 5pm unless otherwise requested by the client. Any work that is required on the weekends and not listed based on the scheduled events below, there will be an additional fees per event.

**Deliverables**

The Consultant will deliver the following items/services and results will be monitored and improvement plans will be developed (if applicable). A proposed timeline for the social media marketing is listed in the below timeline:

## Re-occurring Flyer Designs

January:

**New Year's Day; MLK Day**

February

**President's Day; Black History Month**

March

**National Women's History Month**

April

**Earth Day; Community Shredding**

May

**Mother's Day; Memorial Day; Spring Clean Up**

June

**LGBTQ+; Father's Day; Juneteenth; Congratulatory to Graduates**

July

**4th of July**

August

**Water Bash; National Night Out; Reunion; Forest Heights Day**

September

**Labor Day; Hispanic Heritage; Native American Day; September 11<sup>th</sup>**

October

**Breast Cancer; Domestic Violence; Indigenous Peoples' Day; Harvest Fest/Haunted House**

November

**Veteran's Day; Thanksgiving**

December

**Christmas; Meet Santa; Senior Holiday Luncheon; Children's Holiday Party**

- Flyers that are needed for the next month must be submitted the last two weeks of the previous month.
- Any flyers outside the abovementioned will be charged an a la carte fee of \$85 per flyer
- Flyer designs will be limited to one revision per flyer. If more than one revision is required, there will be a \$50 fee assessed.
- Flyers requested in Spanish will be an additional fee of \$25 (per flyer).

### Social Media Monitoring & Maintenance

The following accounts will be monitored daily; however, activities/events will be posted as they are approaching:

Facebook: @ForestHeightsPD  
ForestHeighs

Instagram: @ForestHeights; ForestHeightsPD;  
@K9Kuno; @CoachTheTherapyDog; @K9Thor\_FHPD; @K9Kane\_FHPD

Twitter: @ForestHeights; ForestHeightsPD

All pictures will be posted within 24-48 hours of the activity/event (if it is not live streamed on social media)

Mobil-Text-Alerts will be sent for upcoming events and upon requests.

### Town Activities/Events (Photography & Videography)

ASIL PR Public Relations, LLC will support the following activities/event:

- TFH Clean-Up (2x's a year)
- Kids to Parks Day
- Forest Heights Day
- Bookbag Giveaway
- Water Bash
- Glow in the Dark
- Forest Heights Reunion Party
- National Night Out
- Coat & Toy Drive Collection
- Haunted House, Safe Harvest & Trunk-or-Treat
- Thanksgiving Basket Giveaway
- Xmas Tree Lighting
- Christmas Holiday Party - Seniors
- Children's Holiday Party
- Meet Santa Ride

Any last-minute activities/events (less than two weeks' notice - or events not listed above) where ASIL Public Relations, LLC is requested to attend to take pictures and/or videography an automatic \$275 fee.

The Town of Forest Heights and the Forest Heights Police Department must specify what their request is a week prior to the event (photography, videography, or both). If both services are requested, there will be an automatic additional charge of \$150 (flat fee) for combined services.

Promotional Videography (*fees based on the length and content of the video*)

- The video will be edited, and the client will be able to make up to 3 revisions
  - o Any edits outside of the 3 revisions, there will be an additional \$150 per hour on the time spent to edit the video.
- The final cut will be available within 5 business days of providing final edits and under the conditions that there is no need to re-shoot any scenes.

**On Call Emergencies**

In the event of an emergency and a press conference is held, there will be a \$200 fee per hour. Anything outside of the 1-hour window for a press release, there will be an automatic charge of \$50 per half hour and \$100 per hour.

**Press Releases**

The Town of Forest Heights and the Forest Heights Police Department will be allotted one press release per month. Any press releases outside of the monthly press release, the fee will be \$100 per press release.

**Monthly Invoicing**

Monthly invoices will be submitted two weeks before the end of the previous month. If payment is not remitted within two weeks of submitting the invoice a \$75 late fee will be assessed.

**Fee Sheet**

A monthly retainer fee of \$1,200.00 is required to ensure the services rendered by ASIL Public Relations, LLC is covered in the scope of work.

Promotional Video	<i>Fees vary and based on the length and content of the video</i>
Photography for Events	(2 hours included). Any time that goes over the 2 hours, there will be a charge of \$75 per hour.
Live stream on social media for events	(2 hours included). Any time that goes over the 2 hours, there will be a charge of \$75 per hour.

**Trainings**

The Client will pay for the Consultant to attend up to four Public Information Officer trainings annually to be authorized by the Town. (Unless otherwise required or needed).

**Consultant is not an Attorney** nor licensed to practice law. Discussions can skirt legal issues and should be interpreted as opinions, or things to consider. If legal advice is desired, consult an Attorney.

**Consultant is not a CPA or a Tax Professional.** Discussion can and do involve accounting and presentation of financial results and projections. When financial advice is requested, contact a CPA or tax professional.

**Consultant is not an employee of any banking institution;** therefore, Consultant cannot speak for any particular institution. Financial institutions regularly change their policies and procedures. Therefore, advice should be considered as a general methodology.

**Client maintains control of all decisions and should reject advice that they do not agree with.** The Client may find that things have changed after they enter a relationship with a bank, or other business concern. Consultant cannot control future events, therefore cannot be responsible for long term outcomes of business or financing strategies.

**Return of Records.** Upon termination of this Contract, ASIL PR, LLC shall deliver all records, notes, and data of any nature that are in Consultant's possession or under Consultant's control and that are Client's property or relate to Client's business.

All materials furnished by the *Client* will remain the property of the *Client* and will be returned upon request, no more than 10 business days from the termination of this contract.

The results of all work performed by ASIL Public Relations, LLC for the *Client*, including original creative work, will remain the property of the *Client* and they may use this material in any way deemed appropriate. ASIL PR, LLC reserves the right to use the *Client's* name and/or logo in ASIL PR's electronic and hard copy portfolio and on the official web and social media sites.

**Termination of Agreement.** This agreement may be terminated within 30 days of written notice by ASIL Public Relations, LLC, or the *Client*. In case of termination, based on the grounds, ASIL Public Relations, LLC shall make a reasonable attempt to complete work in progress. This Contract shall terminate automatically upon completion by Consultant of the Services required by this Contract or 2 years from the effective date of this contract. *The option to renew and or revise this contract shall be at the leisure of the Client and if the Client chooses to renew the contract, further negotiation will be discussed amongst the Consultant and Client.*

**Relationship of Parties.** It is understood by the parties that Consultant is an independent contractor with respect to Client, and not an employee of Client. The Client will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Consultant.

**Disclosure.** The Consultant is required to disclose any outside activities or interests that conflict or may conflict with the best interests of the Client. Prompt disclosure is required under this paragraph if the activity or interest is related, directly or indirectly, to other consulting relationships that may conflict with this Contract.

**Employees.** The Consultant's employees, if any, who perform services for Client under this Contract shall also be bound by the provisions of this Contract.

**Confidentiality.** The Client recognizes that Consultant has and will have the following information: business affairs; financial information (if applicable); personal information; future plans; and other proprietary information (collectively, "Information") which are valuable, special and unique assets of the Client and need to be protected from improper disclosure. In consideration for the disclosure of the Information, the Consultant agrees that they will not at any time or in any manner, either directly or indirectly, use any Information for the Consultant's own benefit, or divulge, disclose, or communicate in any manner any Information to any third party without the prior consent of Client. Consultant will protect the Information and treat it as strictly confidential. A violation of this paragraph shall be a material violation of this Contract.

**Confidentiality After Termination.** The confidentiality provisions of this Contract shall remain in full force and effect after the termination of this Contract.

**Entire Agreement.** This Contract contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Contract supersedes any prior written or oral agreements between the parties.

**Amendment.** This Contract may be modified or amended if the amendment is made in writing and is signed by both parties.

**Applicable Law.** This Contract shall be governed by the laws of the State of Maryland.

**Quality of Service.** *The Consultant* shall perform its services with care, skill, and diligence, in accordance with the applicable professional standards currently recognized by such profession, and shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all reports, designs, drawings, plans, information, specifications, and/or other items and services furnished under this Contract. *The Consultant* shall, without additional compensation, correct or revise any errors or deficiencies in its reports, drawing, specifications, designs, and/or other related items or services which do not meet the standard of care.

#### **Dispute Resolution**

In the case of a dispute, the Parties agree to engage in good faith discussion to resolve it. If the Parties are unable to resolve a disagreement via good faith negotiation, they agree to submit to binding mediation or arbitration. In the event of Arbitration and/or Mediation, the prevailing Party is entitled to recover its legal fees, including but not limited to attorneys' fees.

#### **Choice of Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland without reference to its provisions regarding choice of law.

#### **Assignment**

The Parties may not assign their rights and/or obligations under this Agreement.

#### **Complete Contract**

This Agreement constitutes the Parties entire understanding of their rights and obligations. This Agreement supersedes any other written or verbal communications between the Parties. Any subsequent changes to this Agreement must be made in writing and signed by both Parties.

**Severability**

If any section of this Agreement is found to be invalid, illegal, or unenforceable, the rest of this Agreement will still be enforceable.

**Waiver**

Neither Party can waive any provision of this Agreement, or any rights or obligations under this Agreement, unless agreed to in writing. If any provision, right, or obligation is waived, it is only waived to the extent agreed to in writing.

**Notices**

All notices under this Agreement must be sent by email with read receipt requested or by certified or registered mail with return receipt requested. Notices shall be sent as follows:

**Consultant**

Lisa L. White  
ASIL Public Relations, LLC  
6412 Foster Street  
District Heights, MD 20747

**Client**

Town of Forest Heights (Forest Heights Police Department)  
5508 Arapahoe Drive  
Forest Heights, MD 20745

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

**Client**

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

**Consultant**

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

**MAYOR AND TOWN COUNCIL  
TOWN OF FOREST HEIGHTS  
RESOLUTION 73-22**

**A RESOLUTION TO AWARD A CONTRACT FOR AUDITING SERVICES FOR THE TOWN OF FOREST HEIGHTS FOR FISCAL YEARS 2022 AND 2023 TO FRANCIS J. DISALVO, CPA TO PERFORM THE YEARS ENDING JUNE 30, 2022, AND JUNE 30, 2023**

Introduced by: Mayor Calvin Washington

**WHEREAS**, the Town Charter, §33-57 (Audits) requires that the financial books and accounts of the Town shall be audited annually by a certified public accountant selected by the Mayor and Council; and

**WHEREAS**, the Town Charter, §33-63 (Purchases and contracts) states that all contracts involving professional services such as accounting, architecture, auditing, engineering, law, planning, and surveying, shall not be on a bid basis, but shall be negotiated by the Council; and

**WHEREAS**, the Mayor and Council adopted Resolution 49-21 on October 20, 2021 to retain the auditing services of UHY LLP for a 1 year engagement with the option to extend for 2 additional years; and

**WHEREAS**, the Town has in the past retained the services of Francis J. DiSalvo, CPA and said auditor had served the Town as an independent contractor since 2009, but after UHY LLP Mr. DiSalvo was hired by the Mayor on March 29, 2022 to expeditiously fill a temporary part-time employment capacity as the Assistant Treasurer/Financial Advisor; and

**WHEREAS**, the Mayor and Council finds that the Town prefers an audit firm with extensive institutional knowledge and a strong background of the Town and local experience in financial and compliance audits, which Francis J. Disalvo, CPA has performed for several municipalities in the past including the Town; and

**WHEREAS**, the Mayor and Council further finds the Town of Forest Heights' Budget for FY 2022 and FY 2023, sufficiently appropriates funds for these Annual Town Audits.

**NOW THEREFORE, BE IT RESOLVED** that the Mayor and Town Council of the Town of Forest Heights, Maryland hereby selects, approves and agrees to accept Francis J. DiSalvo, CPA's engagement letter or agreement to perform the financial and compliance audit and provide related audit services for the audit years ending June 30, 2022 and June 30, 2023 at a cost not to exceed \$20,000 for each year, provided an appropriation for services is approved and funds are made available in said FY budgets.

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

PASSED this \_\_\_ day of December 2022.

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

**MAYOR AND TOWN COUNCIL  
TOWN OF FOREST HEIGHTS  
RESOLUTION 73-22**

<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 December 2022 with \_\_\_ Aye votes and \_\_\_ Nay votes the aforesaid Resolution \_\_\_-22 passed.

\_\_\_\_\_  
Sherletta Hawkins, Town Clerk

Exhibits – (DiSalvo CPA Engagement Letter)

**THE TOWN OF FOREST HEIGHTS  
RESOLUTION 74-22**

A RESOLUTION TO APPROVE A GLOBAL MASTER SERVICES AGREEMENT AND SALES ORDER BETWEEN ADP, INC. ("ADP") AND THE TOWN OF FOREST HEIGHTS (THE "TOWN")

Introduced By: Mayor Calvin Washington

**WHEREAS**, the Charter, Section 33-90 authorizes the Mayor and Council to pass certain legislation of a non-permanent or administrative nature by formal resolution in lieu of ordinance; and

**WHEREAS**, ADP and the Town wish to enter into an agreement and sales order with ADP to provide comprehensive ADP Payroll Services, HR Resources Administrative Services, Compliance on Demand, Data Cloud, Document Cloud, ADP Marketplace, Time & Attendance Services, Tax Credit Services, Benefit Services, Comprehensive Learning Library, Employment Verification Services, ESS (employee self-service) & MSS (manager self-service) Technology, Essential ACA (Affordable Care Act) Services, Participant Solution Center Support, Talent Acquisition Services, and Talent Management Solutions; and

**WHEREAS**, the Town Council finds that ADP, Inc. is in good standing with the State and by authorizing this agreement and sales order the Town is agreeing to pay new rates to an existing vendor as detailed in the sales order for new services once implemented or installed, and is in the best interest of the Town to approve said agreement and sales order with ADP in order to avoid further costs and maintain a high level of employee morale; and

**NOW THEREFORE BE IT RESOLVED**, that the Town Council hereby approves and authorizes the execution by the Mayor of an comprehensive services agreement with ADP (the "Agreement") and a sales order (the "Sales Order"), attached hereto as Exhibits A & B, for a total annual investment or expenditure of \$32,464.97, to be paid for using funds appropriated under Line Item No. \_\_\_\_\_ of the FY '23 Budget, and to become effective on the date of execution or as otherwise stated therein; and

**BE IT FURTHER RESOLVED**, that the Mayor and Town Council further directs the Mayor and Town Administrator to take such action as necessary to carry out the terms or otherwise perform said Agreement including cooperating with ADP or executing any further documents or instruments to assist ADP in providing personnel services to the Town; and

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

PASSED this \_\_\_ day of December 2022.

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

ROLL CALL VOTE

YEA/NAY/ABSTAIN/ABSENT

WASHINGTON

The Town of Forest Heights

Resolution 74-22

Page 1

**THE TOWN OF FOREST HEIGHTS  
RESOLUTION 74-22**

KENNEDY	_____
NOBLE	_____
BARNES	_____
HINES	_____
LILLY	_____
ATKINSON	_____

ATTEST:

THE TOWN OF FOREST HEIGHTS,  
MARYLAND

\_\_\_\_\_  
Sherletta Hawkins, Town Clerk

By: \_\_\_\_\_  
Calvin Washington, Mayor

[Exhibit - ADP Global Master Services Agreement & Sales Order #02-2022-59218-1]

**CERTIFICATION**

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

\_\_\_\_\_  
Sherletta Hawkins, Town Clerk

**THE TOWN OF FOREST HEIGHTS  
RESOLUTION 75-22**

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A PROFESSIONAL SERVICES CONTRACT WITH KEVIN NORRIS SURVEYING, LLC ON BEHALF OF THE TOWN OF FOREST HEIGHTS (THE "TOWN") TO OBTAIN BOUNDARY SURVEYS WITH A METES AND BOUNDS DESCRIPTION AND AN ANNEXATION PLAT FOR PROPERTIES PERTAINING TO FURTHER ANNEXATIONS IN ORDER TO PREPARE CERTAIN LEGAL DOCUMENTS NECESSARY FOR MUNICIPAL ANNEXATION

Introduced By: Mayor Calvin Washington and Council President Troy Lilly

**WHEREAS**, the Town is authorized by the Town Charter and provisions of the Local Government Article, Section 4-401 *et seq.* of the Annotated Code of Maryland (the "Maryland Code") to expand its municipal boundaries by annexing lands which are adjoining and contiguous; and

**WHEREAS**, said Article of the Maryland Code requires that a metes and bounds survey description of the property proposed for annexation be included in the annexation resolution as well as referenced in other related public documents to be prepared in accordance with applicable law; and

**WHEREAS**, the scope of said engagement with Kevin Norris Surveying, LLC ("KNS") and the annexations will be consistent with Resolution 68-22 adopting an annexation concept plan and will commence with the annexation of 5410 Indian Head Highway (leasehold Parcel 10 rented by FHPD); and

**WHEREAS**, KNS is a full services surveying and engineering firm and has prepared a proposal offering to perform boundary surveys that meet or exceed the minimum standards for surveying as defined in the Code of Maryland Regulations, and the boundary surveys include a boundary survey plat for each parcel annexed, and in coordination with the Town Attorney, KNS will provide 1) legal descriptions for the properties annexed; 2) legal descriptions of the new Town boundaries; 3) any other legal description necessary for the annexations; and 4) any plat exhibits for the annexation; and

**WHEREAS**, the Charter of the Town of Forest Heights (the "Charter"), Section 33-63 permits the Council to forego the competitive bidding process in order to negotiate professional services contracts such as engineering and surveying services; and

**WHEREAS**, the Council finds that it is in the best interest of the Town to proceed with preparing for the proposed annexations and prepare the necessary documents to initiate the municipal annexation process for the annexations conceptually approved by Resolution 68-22 provided that all future annexations are approved by the Mayor and Council in accordance with State Law through a separate Annexation Resolution and Annexation Plan for each individual annexation.

**NOW THEREFORE BE IT RESOLVED**, that the Town Council authorizes the Mayor to enter into a contract/proposal, attached hereto as Exhibit A and incorporated by referenced herein

**THE TOWN OF FOREST HEIGHTS**

**RESOLUTION 75-22**

("Contract"), and thereby obtain land surveying services from Kevin Norris Surveying, LLC dated November 3, 2022 for the conceptually approved annexations at an initially authorized cost not to exceed \$10,000; and

**BE IT FURTHER RESOLVED**, the Treasurer shall utilize Line Item # 8020 "Annexation Survey" for this expenditure in the amount of \$10,000.00 and the Mayor is authorized to execute the proposal/contractual document provided the vendor supplies a certificate of good standing or some other evidence showing the firm is in good standing with the State; and

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

**PASSED** this \_\_\_ day of December 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 December 2022 with \_\_\_ Aye votes and \_\_\_ Nay votes the aforesaid Resolution \_\_\_-22 passed.

\_\_\_\_\_  
Sherletta Hawkins, Town Clerk

[Exhibit 1 – Proposal of Kevin Norris Surveying, LLC, dated November 3, 2022, for the Annexation of Certain Areas]



KEVIN NORRIS SURVEYING, LLC

Leonardtown (240) 561-7427

La Plata (240) 776-8403

Fax (301) 798-6786

<http://www.kevinnorrissurveying.com>

P.O. Box 2231 California, Maryland 20619

November 3, 2022

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

Attn: Mr. John O'Connor

Delivered via Email: [joconnor@forestheightsmd.gov](mailto:joconnor@forestheightsmd.gov)

Re: Surveying Services for the Town of Forest Heights

Dear Mr. O'Connor,

Kevin Norris Surveying, LLC (KNS) is pleased to submit this offer for surveying services for the Town of Forest Heights. While the primary services being offered are primarily for various annexations, KNS is a full services surveying and engineering firm. The primary services offered are in connection with future annexations with the Town.

KNS offers to perform boundary surveys that meet or exceed the minimum standards for surveying as defined in the Code of Maryland Regulations. The boundary survey will prepare a boundary survey plat for each parcel annexed. The plat will be suitable for recording in the Land Records. As part of each boundary survey, KNS will set the missing boundary markers for the proposed Town boundaries. In combination with the Town Attorney, KNS will provide 1) legal descriptions for the properties annexed; 2) legal descriptions of the new Town boundaries; 3) any other legal description necessary for the annexations; and 4) any plat exhibits for the annexation. Other services offered in connection with the annexations are the ability to review the current legal description of the Town and assist with expert testimony in any condemnation case.

Once fully executed by the parties the terms of this offer shall be in full effect for a period of one year and shall automatically renew each year thereafter. Either party may terminate the contract for no fault and without breach with sixty (60) days written notice after the end of the first full year of execution.

The following rates shall be in effect for a period one year from the date of a fully executed contract and each year thereafter are subject to a three percent (3%) escalation. All rates are hourly unless otherwise stated.

Principals	\$175
Project Managers	\$150
Engineers, Planners, Surveyors	\$140
Designers, Technicians, Drafters	\$30-\$90
Field Survey Party	\$130
Clerical and Stenographic	\$30-\$55
Expert Witness Preparation	\$175
Expert Witness Testimony (Deposition & Trial)	\$225
Reimbursable Expenses	
printing, review fees, postage,	
courier and abstractor fees, title abstracts,	
etc.	Cost Plus 5%

With each request by the Town for surveying services, KNS and the Town will establish the scope of services needed, the estimated cost, and the estimated amount of time. Additionally, KNS requests any title abstracts the Town may have for the desired parcels. If no title work is provided, KNS may request such title work on a case-by-case basis as necessary.

The following general conditions shall apply to this offer:

I. PARTIES TO THE CONTRACT

A. For the purposes of this offer, CLIENT shall be defined as The Town of Forest Heights.

B. CLIENT may designate, in writing, a person to act as CLIENT's REPRESENTATIVE with respect to the services to be rendered under this contract. Such person shall have complete authority to transmit instructions, receive information.

C. Kevin Norris Surveying, LLC. ("KNS") is the land development consulting and design firm whose services will be rendered to the benefit of the CLIENT and to whom the CLIENT will make full payment.

## II. CLIENT'S RESPONSIBILITIES

A. Assist KNS by furnishing all available information pertinent to the project including, without limitation: property, boundary, easement, right-of-way, topographic, and utility surveys; property descriptions; deeds or title certificates; appropriate professional interpretations of all of the foregoing; CADD files in AutoCAD; and any other special data relevant to the surveying of the project, all of which KNS may rely upon in performing its services.

B. Arrange for access to and make all provisions for KNS to enter upon public and private property, as required, to perform its services, including providing identification of any special plantings, landscape items, etc., to which KNS must pay special attention during any fieldwork, so as to attempt not to damage these items. It is understood that in the normal course of work, some excavation may be made and the excavations are refilled, or damage may occur to surface features and landscaping, the correction of which is not the responsibility of KNS.

C. Give prompt written notice to KNS whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of KNS's services.

D. Provide safe and secure working conditions. If the CLIENT fails to provide such conditions, KNS, in its sole discretion, reserves the right to leave the job site. The CLIENT shall hold harmless, indemnify and defend KNS against any delay resulting from such action, plus damages, court costs, and attorney's fees, as long as the unsafe condition exists.

## III. ASSIGNMENT

A. Neither Party has the right to assign this contract.

B. CLIENT acknowledges that KNS has a proprietary right in all work products for CLIENT and that documents representing such work product, including drawings,

specifications, and reports, shall not be furnished to third parties unless written authorization is first obtained from KNS or unless there is a clear implication from the terms of the contract or circumstances that such work product was intended by both CLIENT and KNS to be furnished to third persons.

#### IV. LIABILITY

A. For its part, KNS will perform services in accordance with generally accepted local principles and practices of surveying, engineering, and the “**Maryland Minimum Standards of Practice for Professional Land Surveyors**”. The CLIENT agrees to limit KNS's liability to the CLIENT and all third parties, due to KNS's negligent acts, errors or omissions, or alleged breach of contract, such that the total aggregate liability of KNS to all those named, shall not exceed One Hundred Thousand Dollars (\$100,000.00). CLIENT further agrees to indemnify KNS in any third-party action brought against KNS, seeking compensation for any personal or bodily injury as a result of services rendered under this contract unless those injuries are claimed as the result of the sole negligence of KNS.

B. CLIENT shall make no claim against KNS unless the CLIENT shall have provided KNS with a written certificate executed by an independent Engineer or Surveyor licensed in the state where services are rendered, specifying each and every act or omission that the certifier contends constitutes a violation of standard care expected of an Engineer or Surveyor performing professional services under similar circumstances. The certificate shall be provided to KNS no less than thirty (30) days prior to any such claim.

C. KNS shall not be liable for damages resulting from the action or inaction of governmental or other approving agencies, and KNS shall act as an advisor, only, in all government relations.

D. Client and KNS agree to waive all consequential damages against each other and Client agrees to indemnify KNS from any consequential claims by third parties related to the services offered herein.

#### V. CHOICE OF LAW AND VENUE

A. Parties agree that this contract shall be governed and construed under the laws of the State of Maryland.

B. Parties agree that venue shall be Prince George's County, Maryland.

## VI. BILLING

A. Bills will be rendered monthly unless otherwise specified. KNS will provide the CLIENT with an invoice for all work performed during the billing period. Bills will be provided in either an itemized format.

B. **CLIENT must notify KNS of billing disputes, in writing, within ten (10) days of receipt of the invoice. Failure to notify KNS within the prescribed time frame constitutes acceptance of work and the invoice.**

## VII. PAYMENTS AND TERMS

- a. Payment is due and payable upon receipt of invoice and is past due thirty (30) days from invoice date. Should any payment not be made within thirty (30) days from the invoice date, such payments will be subject to an interest charge of one percent (1.0%) per month, which is an ANNUAL PERCENTAGE RATE of twelve percent (12%) per annum. Unpaid invoices will be rebilled monthly.
- b. KNS reserves the right to stop work on this project if payment is not received within fifteen (45) days of billing and the CLIENT has been given seven (15) days written notification.
- c. Charges and costs indicated herein are quoted for a period of twelve (12) months after the formation of the contract, after which they are subject to a 3% escalation rate each year thereafter.

## VIII. FORCE MAJEURE

No Party shall be deemed in default of this Agreement or, unless otherwise expressly provided therein, any Ancillary Agreement for any delay or failure to fulfill any obligation (other than a payment obligation) hereunder or thereunder so long as and to the extent to which any delay or failure in the fulfillment of such obligation is prevented, frustrated, hindered or delayed as a consequence of acts of God, earthquakes; fires; floods; wars; civil or military disturbances; acts of terrorism; sabotage; acts of governmental entities, pandemic, epidemics, strikes, equipment or transmission failure or damage reasonably beyond its control, riots; power failures; computer failure and any such

circumstances beyond its reasonable control as may cause interruption, loss or malfunction of utility, transportation, computer (hardware or software) or telephone communication service; accidents; labor disputes; acts of civil or military authority; or inability to obtain labor, material, equipment or transportation, or other causes reasonably beyond its control, such party shall not be liable for damages to the other for any damages resulting from such failure to perform or otherwise from such causes.

#### IX. CONSEQUENTIAL DAMAGES

In no event will either party be liable or responsible to the other party for any type of incidental, punitive, indirect, or consequential damages, including, but not limited to, lost revenue, lost profits, replacement goods, loss of technology, rights or services, loss of data, interruption or loss of use of Services or equipment, arising from or relating to this Agreement or the Services, even if advised of the possibility of such damages, whether arising under any theory of contract, tort (including negligence), strict liability, or otherwise.

#### X. RESTRICTIONS ON USE OF PRODUCT

All drawings, plans, maps, photographs, and data and copies thereof remaining in the possession of KNS are the property of KNS and subject to the sole discretionary control of KNS. KNS reserves all of its rights in any drawings, plans, photographs, and data and copies thereof furnished to Client or others and may preserve its rights under Federal Copyright law. Any further use of this data is subject to separate renegotiation and fee.

#### XI. SEVERABILITY

If any clause, sentence, part, or parts of this contract, or any section thereof shall be declared by any court of competent jurisdiction to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining parts of this contract or any section thereof.

KNS may delay or forebear enforcing any or all of its rights under this contract without being deemed to be a waiver of rights.

XII. INTEGRATION

This agreement/contract is the entire agreement and there are no other understandings or agreements related to this scope of service other than expressly stated herein.

Please sign and date this offer, initial each page where indicated, and provide a copy to our office.

Respectfully submitted,



Kevin S. Norris, LS Esq.

The undersigned hereby acknowledges they have the authority vested upon them to sign for and cause the Town of Forest Heights to be responsible for this contract.

Accepted by Town of Forest Heights

\_\_\_\_\_ Date \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Title

KEVIN NORRIS SURVEYING, LLC  
KEVIN SCOTT NORRIS LAW, LLC

Leonardtown (240) 561-7427

La Plata (240) 776-8403

Fax (301) 798-6786

<http://www.kevinscottnorrislaw.com>

<http://www.kevinnorrissurveying.com>

P.O. Box 2231 California, Maryland 20619

**Kevin S. Norris, LS Esq.**

**Summary**

Mr. Norris has more than thirty-five years of experience in land surveying, minor engineering, and land development. He is a licensed professional land surveyor in the state of Maryland since 2002. His experience ranges from everyday survey-oriented tasks to managing every aspect of a surveying company. His expertise centers on boundary retracement; control surveys; resolution of title issues, statutory and zoning applications; general land planning; and land development.

Mr. Norris is also a licensed attorney in the state of Maryland. His area of practice relates to land development and the resolution of title matters along with estate planning and administration. Mr. Norris's practice areas include litigation of quiet title actions for the resolution of boundary & easement disputes, land use, zoning, business formation, and estate planning & administration.

**Education**

- Mitchell Hamline School of Law 2019– Juris Doctorate
- Liberty University, 2015 – B.S. Biblical and Theological Studies
- Maryland Society of Surveyors, 1994 – Completed all continuing education courses in Surveying offered by the society.

**Professional Registrations**

- Licensed Professional Land Surveyor (2002) Maryland registration number 21115
- Licensed practicing attorney in the State of Maryland (2020)

**Professional Memberships and Affiliations**

- Member of Maryland Society of Surveyors
  - Board of Directors and Chairperson of the Southern Chapter
  - Secretary of the Board of Directors for the Maryland Society of Surveyors
- Member of the National Society of Surveyors
- Member of the American Bar Association
- Member Maryland State Bar Association
- Member St. Mary's County Bar Association
- Lecturer Maryland Society of Surveyors – 2019-2022
  - Series of lectures on the role of surveyors and lawyers regarding title issues
- Lecturer Maryland State Bar Association Annual Conference

- “How to Have Your Expert Witness Prepare You”
- “Quiet Title Action: How to Avoid and When They Are Necessary”

### Professional Awards

- Maryland Society of Surveyors Surveyor of the Year 2022
- Maryland Society of Surveyors Fred and Mary Ward Scholarship 2018

### Publications

King, Julia A., Scott M. Strickland, and Kevin Norris  
 2008 *The Search for the Court House at Moore’s Lodge: Charles County’s First County Seat*. Report prepared for the Citizens of Charles County. St. Mary’s City: St. Mary’s College of Maryland.

Norris, Kevin S., *Contracts in Question*, The Maryland Surveyor, July 2020

Norris, Kevin S., *Title Searches, 60 Years Is Not Enough*, The Maryland Surveyor, August 2020

Norris, Kevin S., *How the Supreme Court Affected the Maryland Surveyor*, The Maryland Surveyor, September 2020

Norris, Kevin S., *The Quality and Quantity of the Surveyor As An Expert Witness*, The Maryland Surveyor, July 2022

### Career History

**Kevin Norris Surveying, LLC (California, Maryland) 2020-Present**

- Professional Land Surveyor and Sole Member
  - Complete management of Surveying Company
  - Company prepares boundary surveys, ALTA Surveys, Subdivision Plats, Residential and Commercial Site Plans, and performs Construction Stakeout

**Kevin Scott Norris Law, LLC (California, Maryland) 2020-Present**

- Attorney and Sole Member
  - Specializing in Land Use, Title Issues, Zoning Issues, and Estate Planning & Administration
  - Litigation for quiet title actions (boundary disputes & estate administration)

**College of Southern Maryland 2020-Present**

- Adjunct Professor Construction Management Program
  - Surveying for Construction Management
  - Construction Law and Contracts

**Scott Law Group, LLC (La Plata, Maryland) 2017-2020**

- Law Clerk
  - Prepare documents for transfer of property, easements, and various agreements.
  - Review “Title” for issues that are uninsurable and provide solutions to curing title defects
  - Perform legal research and prepare memorandums based on the research
  - Guide clients and counsel on matters of zoning and land development

**Lorenzi, Dodds, & Gunnill, Inc.** (Waldorf, Maryland) **2002-2020**

- Professional Land Surveyor (Licensed in 2002)
- Accepted by the Circuit Court of Charles County, Maryland as an expert witness
- Manage projects related to land development
- Provide services related to residential and commercial land development
  - Supervise the production of survey related plans
- Provide professional opinions and advice in matters of land surveying and property rights
- Research title for historical properties in aiding archeological discoveries

**ATCS, PLC** (Waldorf, Maryland) **2000-2002**

- Managed projects related to land development
- Supervised the production of engineering and surveying plans for large scale residential development
- Supervised the daily surveying operations as head of surveying

**McCrone, Inc.** (Leonardtown & Prince Frederick Maryland) **1987-2000**

- Supervised the daily survey operations
- Prepared land surveying and engineering plans for residential and commercial development
- Performed all types of survey fieldwork

**TOWN OF FOREST HEIGHTS  
RESOLUTION 76-22**

**A RESOLUTION TO AUTHORIZE THE MAYOR TO DISTRIBUTE CHRISTMAS  
BONUSES TO THE TOWN EMPLOYEES**

Introduced By: Calvin Washington, Mayor

**WHEREAS**, the Mayor and Council passed Emergency Ordinance 04-22 on June 22, 2022, approving the Fiscal Year 2023 Budget for The Town of Forest Heights (the "Town"); and

**WHEREAS**, Section 33-46 of the Town Charter requires that no public money may be expended without having been appropriated by the Council; and

**WHEREAS**, Section 33-48 of the Town Charter requires that during any budget year no officer or employee of Town shall expend or contract to expend any money or incur any liability which by its terms involves the expenditure of money for any purpose, in excess of the amounts appropriated for or transferred to that general classification of expenditure; and

**WHEREAS**, the Town Council finds that it is an accepted and long-standing practice in the State of Maryland for municipal corporations to provide employee bonuses at the end of the calendar year in recognition of faithful public service and that it is in the best interest of the Town to do so at this time; and

**NOW, THEREFORE BE IT RESOLVED**, that the Town Council authorizes the Mayor and Treasurer to provide additional compensation to all employees, excluding police officers, of the Town in the form of a bonus in an amount not to exceed \$300.00 per employee plus FICA; and

**BE IT FURTHER RESOLVED**, that each employee, Administration Department 6, Public Works 5, and Police Department 25, total of 36, shall receive this bonus as appreciation for their service to the Town for the pay period ending on or before December 31, 2022.

**BE IT FURTHER RESOLVED**, that said bonuses shall be appropriated from Line Item 7005 of the Fiscal Year 2023 Town Budget.

**BE IT FURTHER RESOLVED**, that this Resolution shall take effect immediately upon passage. PASSED this 21st day of December 2022.

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

**TOWN OF FOREST HEIGHTS  
RESOLUTION 76-22**

ROLL CALL VOTE

YE/NAY/ABSTAIN/ABSENT

WASHINGTON	_____
BROWNSON	_____
LILLY	_____
BARNES	_____
ATKINSON	_____
HINES	_____
NOBLE	_____

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 21st day of December 2022 with \_\_\_\_\_ Aye votes and \_\_\_\_\_ Nay, constituting a majority, the aforesaid Resolution 76-22 passed.

\_\_\_\_\_  
Sherletta Hawkins, Town Clerk

**MAYOR AND COUNCIL  
THE TOWN OF FOREST HEIGHTS  
CHARTER AMENDMENT RESOLUTION NUMBER 03 - 22**

**A CHARTER AMENDMENT RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF FOREST HEIGHTS, MARYLAND AMENDING SECTION 33-6 (MEETINGS) OF THE CHARTER OF THE TOWN OF FOREST HEIGHTS, MARYLAND TO ALLOW THE TOWN COUNCIL TO RECESS IN THE MONTH OF AUGUST EACH YEAR; AND GENERALLY RELATING TO TOWN MEETINGS OF THE GOVERNING BODY**

**INTRODUCED BY:** Mayor Calvin Washington

**WHEREAS**, the Town Council is authorized by Article XI-E, § 4 of the Constitution of the State of Maryland and Subtitle 3 of Title 4 of the LG Article of the Annotated Code of Maryland, to amend the Town Charter by a resolution of the legislative body of the municipal corporation; and

**WHEREAS**, the General Assembly of Maryland passed House Bill 615 during the 2018 session effective July 1, 2018, requiring the legislative body of a municipality to hold a public hearing and give at least 21-days' notice by posting the notice in a public place before adopting a resolution initiated by the legislative body that proposes an amendment to the municipal charter; and

**WHEREAS**, the Council has been regularly meeting on the third Wednesday of each month for its regular business meeting, and the 1st Monday of each month for the purposes of conducting a workshop; and

**WHEREAS**, Section 33-6 of the Charter of the Town of Forest Heights requires the Council to meet regularly once each month, and that special meetings shall be called by the Clerk upon the request of the Mayor or at least three members of the Council; and

**WHEREAS**, the Mayor and Council find that it is in the best interest of the Town to amend the Town Charter to allow the Council to declare a recess from its regular business meeting to be held in the month of August of each year.

**Section 1. NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF FOREST HEIGHTS** on this \_\_\_ day of December 2022, that the Charter of The Town of Forest Heights, Maryland including the specific sections enumerated below shall be and is hereby changed and amended to read as follows:

\*\*\*

**The Council**

CAPITALS : Indicate matter added to existing law    **Page 1 of 4 (CAR 03-22)**  
[[Brackets]] : Indicate matter deleted from existing law  
Asterisks \* \* \* : Indicate that text is retained from existing law but omitted herein.

**Section 33-6. Meetings.**

The Council shall meet at 8:00 P.M. on the third Wednesday in May of each year for the purpose of organization, after which the Council shall meet the third Wednesday of each month, EXCEPT FOR THE MONTH OF AUGUST IN WHICH SUCH MEETING SHALL BE OPTIONAL AT THE DISCRETION OF THE MAYOR OR AT LEAST THREE OF THE MEMBERS OF THE COUNCIL. Special meetings shall be called by the Town Clerk upon the request of the Mayor or at least three of the members of the Council. All meetings of the Council shall be open to the public, and the rules of the Council shall provide that residents of the Town shall have a reasonable opportunity to be heard at any meeting in regard to any municipal question.

\* \* \*

**Section 2. BE IT FURTHER RESOLVED** that this Charter Amendment Resolution is adopted on the aforementioned date, and that upon adoption by the Mayor and Council of The Town of Forest Heights, Maryland, a complete and exact copy of this Charter Amendment Resolution shall be posted in the Town Office for a period of at least forty (40) days following the date of its adoption. Additionally, a fair summary of the proposed Amendment shall be published in a newspaper of general circulation in The Town of Forest Heights not less than four (4) times at weekly intervals within the forty (40) days following the adoption this Charter Amendment Resolution.

**Section 3. BE IT FURTHER RESOLVED** that the Amendment initiated in this Charter Amendment Resolution shall take effect and shall become and be considered the Charter of The Town of Forest Heights, upon the fiftieth day after being so ordained or passed unless on or before the fortieth day after being so adopted and passed a referendum petition meeting the requirements of State law shall be presented to the Mayor and Council of The Town of Forest Heights, Maryland or mailed to it by certified mail, return receipt requested, bearing a postmark from the United States Postal Service.

**Section 4. BE IT FURTHER RESOLVED** that when the Charter Amendment hereby initiated becomes effective, as provided herein, or following a referendum election, the Town Clerk shall send separately, by certified mail, return receipt requested, to the Department of Legislative Services within 10 days after the charter resolution becomes effective, the following information concerning the Charter Amendment: (i) the complete text of this Charter Amendment Resolution; (ii) the date of the referendum election, if any held with respect thereto; (iii) the number of votes cast for and against this Charter Amendment Resolution by the Mayor and Council of The Town of Forest Heights, Maryland or a referendum election; and (iv) the effective date of the Charter Amendment.

**Section 5. BE IT FURTHER RESOLVED** that the Town Clerk of The Town of Forest Heights is specifically instructed to carry out the provisions of Sections 2, 3, and 4 hereof, as

Re: Change to allow August recess

evidence of compliance herewith, the Town Clerk shall cause to be affixed to this Charter Amendment Resolution and to the Minutes of the Mayor and Council Meeting in which it is adopted (i) an appropriate certificate of publication of the newspaper in which the summary of the Charter Amendment Resolution shall have been published and (ii) return receipts of the mailing referred to in Section 4, and shall further complete and execute the Certificate of Effect attached hereto.

**PASSED** by the Mayor and Council of The Town of Forest Heights, Maryland at a regular or special meeting on the \_\_\_ day of December 2022.

ATTEST:

THE TOWN OF FOREST HEIGHTS,  
MARYLAND

\_\_\_\_\_  
Sherletta Hawkins, Town Clerk

\_\_\_\_\_  
Calvin Washington, Mayor

\_\_\_\_\_  
Troy Lilly, Council President

**CERTIFICATE OF EFFECT**

**I, HEREBY CERTIFY THAT THE FOREGOING CHARTER AMENDMENT RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF FOREST HEIGHTS DESIGNATED CHARTER AMENDMENT RESOLUTION NO. 03 - 22, WAS DULY INTRODUCED, READ, AND WAS ADOPTED BY THE MAYOR AND COUNCIL AT A DULY ANNOUNCED PUBLIC MEETING AND THEREAFTER POSTED AND ADVERTISED FOR FOUR SUCCESSIVE WEEKS, IN ACCORDANCE WITH THE APPLICABLE PROVISIONS OF THE ANNOTATED CODE OF MARYLAND AND CHARTER OF THE TOWN OF FOREST HEIGHTS.**

ATTEST:

\_\_\_\_\_  
Sherletta Hawkins, Town Clerk  
Town of Forest Heights, Maryland

\_\_\_\_\_  
CAPITALS : Indicate matter added to existing law **Page 3 of 4 (CAR 03-22)**  
[[Brackets]] : Indicate matter deleted from existing law  
Asterisks \* \* \* : Indicate that text is retained from existing law but omitted herein.

Re: Change to allow August recess

CHARTER AMENDMENT RESOLUTION ("CAR") SCHEDULE

DATE OF 21-DAY PUBLIC HEARING NOTICE \_\_\_\_\_

DATE OF CAR INTRODUCTION/PASSED \_\_\_\_\_

40-DAY POSTING END DATE: \_\_\_\_\_

FAIR SUMMARY NEWSPAPER \_\_\_\_\_

WEEKLY PUBLICATION DATES (x 4): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

EFFECTIVE (50<sup>TH</sup> DAY) DATE:

DRAFT

CAPITALS : Indicate matter added to existing law **Page 4 of 4** (CAR 03-22)  
[[Brackets]] : Indicate matter deleted from existing law  
Asterisks \* \* \* : Indicate that text is retained from existing law but omitted herein.

**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

---

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

**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.

---

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

**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
Asterisks * * *	:	Indicate that text is retained from existing law but omitted herein.

**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

---

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

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

**ORDINANCE NO. 04-22**

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

---

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

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

**ORDINANCE NO. 04-22**

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:

---

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

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

**ORDINANCE NO. 04-22**

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**

---

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

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

**ORDINANCE NO. 04-22**

**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.

---

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

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

**ORDINANCE NO. 04-22**

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:

---

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

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

**ORDINANCE NO. 04-22**

- (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.

---

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

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

**ORDINANCE NO. 04-22**

**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

---

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

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

**ORDINANCE NO. 04-22**

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

---

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

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

**ORDINANCE NO. 04-22**

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.

---

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

MAYOR AND COUNCIL  
THE TOWN OF FOREST HEIGHTS

ORDINANCE NO. 04-22

(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 ALPHA-NUMERICAL 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.**

---

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

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

**ORDINANCE NO. 04-22**

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

---

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

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

**ORDINANCE NO. 04-22**

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

---

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

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

**ORDINANCE NO. 04-22**

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,

---

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

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

**ORDINANCE NO. 04-22**

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

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

MAYOR AND COUNCIL  
THE TOWN OF FOREST HEIGHTS

ORDINANCE NO. 04-22

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

1<sup>st</sup> Reader: \_\_\_\_\_

2<sup>nd</sup> Reader: \_\_\_\_\_

---

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

MAYOR AND COUNCIL  
THE TOWN OF FOREST HEIGHTS  
ORDINANCE NO. 05-22

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE TOWN OF FOREST HEIGHTS, MARYLAND AMENDING ARTICLE 14 (TOWN PUBLIC ETHICS ORDINANCE) OF THE TOWN ORDINANCE CODE, BY AMENDING SUBSECTION 14.4(E) (CONFLICTS OF INTEREST) TO REQUIRE ONE FULL YEAR BEFORE A FORMER MEMBER OF THE TOWN COUNCIL MAY ASSIST OR REPRESENT ANOTHER PARTY FOR COMPENSATION IN A MATTER THAT IS THE SUBJECT OF LEGISLATIVE ACTION; AND AMEND SUBSECTION 14.4(G) (CONFLICTS OF INTEREST) TO PROVIDE EXAMPLES OF VIOLATIONS OF THE USE OF PRESTIGE OF OFFICE; TO AMEND SUBSECTION 14.4(H) (CONFLICTS OF INTEREST) TO PROVIDE RELATING TO SOLICITATION AND ACCEPTANCE OF GIFTS THAT AN OFFICIAL OR EMPLOYEE MAY NOT KNOWINGLY ACCEPT A GIFT, DIRECTLY OR INDIRECTLY, FROM A PERSON THAT THE OFFICIAL OR EMPLOYEE KNOWS OR HAS THE REASON TO KNOW IS AN ASSOCIATION, OR ANY ENTITY ACTING ON BEHALF OF AN ASSOCIATION THAT IS ENGAGED ONLY IN REPRESENTING COUNTIES OR MUNICIPAL CORPORATIONS; TO AMEND SUBSECTION 14.4(I) (CONFLICTS OF INTEREST) TO INCLUDE A PROHIBITION REGARDING DISCLOSURE OF CONFIDENTIAL INFORMATION TO INCLUDE FORMER OFFICIALS AND EMPLOYEES; TO AMEND SUBSECTION 14.4(K) (CONFLICTS OF INTEREST) TO INCLUDE PROHIBITING RETALIATION AGAINST AN OFFICIAL OR EMPLOYEE FOR REPORTING OR PARTICIPATING IN AN INVESTIGATION OF A POTENTIAL VIOLATION OF THE LOCAL ETHICS LAW OR ORDINANCE; TO AMEND SUBSECTION 14.5(C) (FINANCIAL DISCLOSURE BY ELECTED OFFICIALS AND CANDIDATES) TO INCLUDE THE COMMISSION OR THE OFFICE DESIGNATED BY THE COMMISSION MAY NOT PROVIDE PUBLIC ACCESS TO AN INDIVIDUAL'S HOME ADDRESS THAT THE INDIVIDUAL HAS DESIGNATED AS THE INDIVIDUAL'S HOME ADDRESS, AND THAT THE COMMISSION OR OFFICE DESIGNATED BY THE COMMISSION SHALL NOT PROVIDE PUBLIC ACCESS TO INFORMATION RELATED TO CONSIDERATION RECEIVED FROM: (I) THE UNIVERSITY OF MARYLAND MEDICAL SYSTEM; (II) A GOVERNMENTAL ENTITY OF THE STATE OR A LOCAL GOVERNMENT IN THE STATE; OR (III) A QUASI-GOVERNMENTAL ENTITY OF THE STATE OR LOCAL GOVERNMENT IN THE STATE; AND TO AMEND SUBSECTION 14.5(E) (FINANCIAL DISCLOSURE BY ELECTED

---

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

MAYOR AND COUNCIL  
THE TOWN OF FOREST HEIGHTS  
ORDINANCE NO. 05-22

OFFICIALS AND CANDIDATES) TO REQUIRE AN INDIVIDUAL WHO IS REQUIRED TO DISCLOSE THE NAME OF A BUSINESS UNDER THIS SECTION TO DISCLOSE ANY OTHER NAMES THAT THE BUSINESS IS TRADING AS OR DOING BUSINESS AS; TO AMEND SUBSECTION 14.5(E) (FINANCIAL DISCLOSURE BY ELECTED OFFICIALS AND CANDIDATES) RELATING TO THE CONTENTS OF FINANCIAL DISCLOSURE STATEMENT TO INCLUDE REPORTING GIFTS FROM AN ASSOCIATION, OR ANY ENTITY ACTING ON BEHALF OF AN ASSOCIATION THAT IS ENGAGED ONLY IN REPRESENTING COUNTIES OR MUNICIPAL CORPORATIONS AND DISCLOSE CERTAIN RELATIONSHIPS WITH THE UNIVERSITY OF MARYLAND MEDICAL SYSTEM, A STATE OR LOCAL GOVERNMENT, OR QUASI-GOVERNMENTAL ENTITY; AND TO AMEND SUBSECTION 14.5(G) (FINANCIAL DISCLOSURE BY ELECTED OFFICIALS AND CANDIDATES) RELATING TO INTERESTS OF THE INDIVIDUAL MAKING THE STATEMENT SUCH THAT CERTAIN INTERESTS IN BUSINESS ENTITIES ARE TO BE INCLUDED IN THE DISCLOSURE FORMS; AND GENERALLY RELATING TO THE TOWN'S PUBLIC ETHICS LAW.

Introduced By: Mayor Calvin Washington

WHEREAS, unless a waiver or exemption is obtained, the General Provisions Article, Title 5, Subtitle 8, Part I of the *Annotated Code of Maryland* requires that all incorporated municipalities in Maryland have ethics laws as required by the State for their employees and public officials, and regulations issued by the State Ethics Commission contained in Title 19A, subtitle 04 of COMAR outlining the standards for compliance with these requirements, and the regulations include model ethics code provisions for local governments to consider when adopting their laws; and

WHEREAS, the State Ethics Commission is responsible for approving or disapproving local governmental ethics codes and will provide technical assistance to local ethics boards and if a municipality changes all or a part of its required ethics law, the amendments must be submitted to the State Ethics Commission for review and approval, but nonetheless, the State Commission does not decide local ethics issues or investigate local officials; and

WHEREAS, on August 26, 2022 , the State Ethics Commission wrote the Town to notify it that the requirements under the State Ethics Law have changed due to House Bill 363 and House Bill 1058 that were enacted during the 2021 General Assembly session, which made

---

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

**MAYOR AND COUNCIL**  
**THE TOWN OF FOREST HEIGHTS**  
**ORDINANCE NO. 05-22**

multiple modifications to the State Ethics Law, and which will change the requirements for local government ethics laws with those changes including new conflict of interest provisions and additional disclosures for State elected officials that local governments must incorporate into their ethics ordinances for their elected officials; and

**WHEREAS**, furthermore pursuant to the requirements of HB 879 (enacted during the 2017 legislative session), changes that must be adopted for local government to be in compliance with the requirements of Subtitle 8 of the Public Ethics Law or COMAR 19A.04 include: (i) language added to the conflict of interest section covering local elected officials precluded from lobbying for one calendar year after leaving office, and (ii) removal of home addresses from public disclosure for local employees and elected officials on their filings submitted after January 1, 2019; and

**WHEREAS**, the Mayor and Council finds that it is in the best interest of the Town Government to amend its public ethics ordinance and thereby update the Town's Public Ethics Ordinance to bring it into conformity with State Law.

**Section 1.**

**NOW THEREFORE, BE IT ORDAINED AND ENACTED BY THE MAYOR AND COUNCIL OF THE TOWN OF FOREST HEIGHTS**, that Article 14 (Town Public Ethics Ordinance) of the Ordinance Code of the Town of Forest Heights as written herein below is hereby enacted, readopted and amended such that said Ordinance Code and Article shall henceforth read as follows:

\*\*\*

**ARTICLE 14 – TOWN PUBLIC ETHICS ORDINANCE**

\*\*\*

**Section 14.4. Conflicts of interest.**

\*\*\*

(e) Post-employment limitations and restrictions.

(1) A former official or employee may not assist or represent any party other than the Town for compensation in a case, contract, or other specific matter involving the Town if that matter is one in which the former official or employee significantly participated as an

---

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

**MAYOR AND COUNCIL**  
**THE TOWN OF FOREST HEIGHTS**  
**ORDINANCE NO. 05-22**

official or employee.

(2) Until the conclusion of ~~[the]~~ ONE FULL calendar year ~~[that ends]~~ after the elected official leaves office, a former member of the Town Council or legislative body may not assist or represent another party for compensation in a matter that is the subject of legislative action.

\*\*\*

(g) Use of prestige of office.

(1) An official or employee may not intentionally use the prestige of office or public position for the private gain of that official or employee or the private gain of another.

(2) This subsection does not prohibit the performance of usual and customary constituent services by an elected Town official without additional compensation.

(3) THE FOLLOWING THREE NON-EXCLUSIVE SPECIFIC CIRCUMSTANCES ARE EXAMPLES THAT CONSTITUTE VIOLATIONS OF THE PRESTIGE OF OFFICE PROVISION: (I) INFLUENCING THE AWARD OF A STATE OR LOCAL CONTRACT TO A SPECIFIC PERSON, (II) INITIATING A SOLICITATION FOR A PERSON TO RETAIN THE COMPENSATED SERVICES OF A PARTICULAR LOBBYIST OR FIRM, (III) USING PUBLIC RESOURCES OR TITLE TO SOLICIT A POLITICAL CONTRIBUTION REGULATED IN ACCORDANCE WITH STATE ELECTION LAW ARTICLE.

\*\*\*

(h) Solicitation and acceptance of gifts.

(1) An official or employee may not solicit any gift.

(2) An official or employee may not directly solicit or facilitate the solicitation of a gift on behalf of another person from an individual regulated lobbyist.

(3) An official or employee may not knowingly accept a gift, directly or indirectly, from a person that the official or employee knows or has the reason to know:

(I) Is doing business with or seeking to do business with the Town office, agency, board, or commission with which the official or employee is affiliated;

---

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

**MAYOR AND COUNCIL**  
**THE TOWN OF FOREST HEIGHTS**  
**ORDINANCE NO. 05-22**

(II) Has financial interests that may be substantially and materially affected, in a manner distinguishable from the public generally, by the performance or nonperformance of the official duties of the official or employee;

(III) Is engaged in an activity regulated or controlled by the official's or employee's governmental unit; or

(IV) Is a lobbyist with respect to matters within the jurisdiction of the official or employee.

(V) IS AN ASSOCIATION, OR ANY ENTITY ACTING ON BEHALF OF AN ASSOCIATION THAT IS ENGAGED ONLY IN REPRESENTING COUNTIES OR MUNICIPAL CORPORATIONS.

\*\*\*

(i) Disclosure of confidential information. Other than in the discharge of official duties, an official or employee OR FORMER OFFICIAL OR EMPLOYEE may not disclose or use confidential information that the official or employee acquired by reason of the official's or employee's OR FORMER OFFICIAL'S OR EMPLOYEE'S public position and that is not available to the public for the economic benefit of the official or employee or that of another person.

(j) Participation in procurement.

(1) An individual or a person that employs an individual who assists a Town agency in the drafting of specifications, an invitation for bids, or a request for proposals for a procurement may not submit a bid or proposal for that procurement or assist or represent another person, directly or indirectly, who is submitting a bid or proposal for the procurement.

(2) The Commission may establish exemptions from the requirements of this section for providing descriptive literature, sole source procurements, and written comments solicited by the procuring agency.

(K) RETALIATION PROHIBITED. AN OFFICIAL OR EMPLOYEE MAY NOT RETALIATE AGAINST AN INDIVIDUAL FOR REPORTING OR PARTICIPATING IN AN

---

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

**MAYOR AND COUNCIL**  
**THE TOWN OF FOREST HEIGHTS**  
**ORDINANCE NO. 05-22**

INVESTIGATION OF A POTENTIAL VIOLATION OF THE LOCAL ETHICS LAW OR ORDINANCE.

**Section 14.5. Financial disclosure by elected officials and candidates.**

(a) Applicability; manner of filing; deadlines for elected officials.

\*\*\*

(c) Public record.

(1) Unless otherwise designated by the Commission or an approved records retention and disposition schedule, the Town Clerk shall maintain all financial disclosure statements filed under this section.

(2) Financial disclosure statements shall be made available during normal office hours for examination and copying by the public subject to reasonable fees and administrative procedures established by the Commission or by resolution of Council.

(3) If an individual examines or copies a financial disclosure statement, the Town Clerk acting for the Commission or the office designated by the Commission shall record:

(I) The name and home address of the individual reviewing or copying the statement; and

(II) The name of the person whose financial disclosure statement was examined or copied.

(4) Upon request by the official or employee whose financial disclosure statement was examined or copied, the Town Clerk acting for the Commission or the office designated by the Commission shall provide the official with a copy of the name and home address of the person who reviewed the official's financial disclosure statement.

(5) FOR STATEMENTS FILED AFTER JANUARY 1, 2019, THE COMMISSION OR THE OFFICE DESIGNATED BY THE COMMISSION MAY NOT PROVIDE PUBLIC ACCESS TO AN INDIVIDUAL'S HOME ADDRESS THAT THE INDIVIDUAL HAS DESIGNATED AS THE INDIVIDUAL'S HOME ADDRESS.

---

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

**MAYOR AND COUNCIL**  
**THE TOWN OF FOREST HEIGHTS**  
**ORDINANCE NO. 05-22**

(6) THE COMMISSION OR OFFICE DESIGNATED BY THE COMMISSION SHALL NOT PROVIDE PUBLIC ACCESS TO INFORMATION RELATED TO CONSIDERATION RECEIVED FROM:

- (I) THE UNIVERSITY OF MARYLAND MEDICAL SYSTEM;
- (II) A GOVERNMENTAL ENTITY OF THE STATE OR A LOCAL GOVERNMENT IN THE STATE; OR
- (III) A QUASI-GOVERNMENTAL ENTITY OF THE STATE OR LOCAL GOVERNMENT IN THE STATE.

(d) Retention requirements. The Town Clerk acting for the Commission or the office designated by the Commission shall retain financial disclosure statements for four years from the date of receipt or as otherwise prescribed by an approved records retention and disposition schedule obtained pursuant to Article 17 of the Town Code.

(E) AN INDIVIDUAL WHO IS REQUIRED TO DISCLOSE THE NAME OF A BUSINESS UNDER THIS SECTION SHALL DISCLOSE ANY OTHER NAMES THAT THE BUSINESS IS TRADING AS OR DOING BUSINESS AS.

~~(e)~~ (F) Contents of financial disclosure statement.

(1) Interests in real property.

(I) A statement filed under this section shall include a schedule of all interests in real property wherever located.

(II) For each interest in real property, the schedule shall include:

(A) The nature of the property and the location by street address, mailing address, or legal description of the property;

(B) The nature and extent of the interest held, including any conditions and encumbrances on the interest;

(C) The date when, the manner in which, and the identity of the person from whom the interest was acquired;

---

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

**MAYOR AND COUNCIL**  
**THE TOWN OF FOREST HEIGHTS**  
**ORDINANCE NO. 05-22**

(D) The nature and amount of the consideration given in exchange for the interest or, if acquired other than by purchase, the fair market value of the interest at the time acquired;

(E) If any interest was transferred, in whole or in part, at any time during the reporting period, a description of the interest transferred, the nature and amount of the consideration received for the interest, and the identity of the person to whom the interest was transferred; and

(F) The identity of any other person with an interest in the property.

\*\*\*

(4) Gifts.

(I) A statement filed under this section shall include a schedule of each gift in excess of \$20 in value or a series of gifts totaling \$100 or more received during the reporting period from or on behalf of, directly or indirectly, any one person who does business with or is regulated by the Town, OR FROM AN ASSOCIATION, OR ANY ENTITY ACTING ON BEHALF OF AN ASSOCIATION THAT IS ENGAGED ONLY IN REPRESENTING COUNTIES OR MUNICIPAL CORPORATIONS.

(II) For each gift reported, the schedule shall include:

(A) A description of the nature and value of the gift; and

(B) The identity of the person from whom, or on behalf of whom, directly or indirectly, the gift was received.

\*\*\*

(9) RELATIONSHIP WITH UNIVERSITY OF MARYLAND MEDICAL SYSTEM, STATE OR LOCAL GOVERNMENT, OR QUASI-GOVERNMENTAL ENTITY.

(I) AN INDIVIDUAL SHALL DISCLOSE THE INFORMATION SPECIFIED IN GENERAL PROVISIONS ARTICLE §5-607(J)(1), ANNOTATED CODE

---

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

**MAYOR AND COUNCIL**  
**THE TOWN OF FOREST HEIGHTS**  
**ORDINANCE NO. 05-22**

OF MARYLAND, FOR ANY FINANCIAL OR CONTRACTUAL RELATIONSHIP WITH:

- (A) THE UNIVERSITY OF MARYLAND MEDICAL SYSTEM;
- (B) A GOVERNMENTAL ENTITY OF THE STATE OR A LOCAL GOVERNMENT IN THE STATE; OR
- (C) A QUASI-GOVERNMENTAL ENTITY OF THE STATE OR LOCAL GOVERNMENT IN THE STATE. IN ALL SECTIONS OF THIS CHAPTER, "QUASI-GOVERNMENTAL ENTITY" MEANS AN ENTITY CREATED BY STATE STATUTE, THAT PERFORMS A PUBLIC FUNCTION, AND THAT IS SUPPORTED IN WHOLE OR IN PART BY THE STATE BUT IS MANAGED PRIVATELY.

(II) FOR EACH FINANCIAL OR CONTRACTUAL RELATIONSHIP REPORTED, THE SCHEDULE SHALL INCLUDE:

- (A) A DESCRIPTION OF THE RELATIONSHIP;
- (B) THE SUBJECT MATTER OF THE RELATIONSHIP; AND
- (C) THE CONSIDERATION.

~~[(9)]~~(10) A statement filed under this section may also include a schedule of additional interests or information that the individual making the statement wishes to disclose.

~~[(f)]~~(G) For the purposes of Section 14.5(e)(1), (2), and (3) of this Article, the following interests are considered to be the interests of the individual making the statement:

- (1) An interest held by a member of the individual's immediate family, if the interest was, at any time during the reporting period, directly or indirectly controlled by the individual.
- (2) An interest held, at any time during the applicable period, by:

- (I) A business entity in which the individual held a (10)% or greater interest;

- (II) A BUSINESS ENTITY DESCRIBED IN SECTION (I) OF THIS

---

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

**MAYOR AND COUNCIL**  
**THE TOWN OF FOREST HEIGHTS**  
**ORDINANCE NO. 05-22**

SUBSECTION IN WHICH THE BUSINESS ENTITY HELD A 25% OR GREATER INTEREST;

(III) A BUSINESS ENTITY DESCRIBED IN SECTION (II) OF THIS SUBSECTION IN WHICH THE BUSINESS ENTITY HELD A 50% OR GREATER INTEREST; AND

(IV) A BUSINESS ENTITY IN WHICH THE INDIVIDUAL DIRECTLY OR INDIRECTLY, THROUGH AN INTEREST IN ONE OR A COMBINATION OF OTHER BUSINESS ENTITIES, HOLDS A 10% OR GREATER INTEREST.

(3) An interest held by a trust or an estate in which, at any time during the reporting period:

(I) The individual held a reversionary interest or was a beneficiary; or

(II) If a revocable trust, the individual was a settlor.

~~(G)~~ (H) Compliance.

(1) The Commission shall review the financial disclosure statements submitted under this section for compliance with the provisions of this section and shall notify an individual submitting the statement of any omissions or deficiencies.

(2) The Town Ethics Commission may take appropriate enforcement action to ensure compliance with this section.

\*\*\*

**Section 14.11. Short title.**

This ordinance shall be known as the Town Public Ethics Ordinance or Article 14 and may be cited as such.

\* \* \*

**Section 2.**

---

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

**MAYOR AND COUNCIL**  
**THE TOWN OF FOREST HEIGHTS**  
**ORDINANCE NO. 05-22**

**AND BE IT FURTHER ORDAINED AND ENACTED**, that if any section or part of a section of this Ordinance shall be held invalid by a court of competent jurisdiction, such holding shall not affect the remainder of this Ordinance nor the context in which such section or part of section so held invalid shall appear, except to the extent that an entire section or part of section may be inseparably connected in meaning and effect with the section or part of section to which such holding shall directly apply.

**Section 3.**

**AND BE IT FURTHER ORDAINED AND ENACTED**, that any prior ordinances adopting and enacting any substantially similar provision of this newly enacted or amended Article 14 of said Ordinance 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, and should a previously enacted ordinance cover a provision or subject that is not specifically 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, 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 subject to the publication of such change or correction posted no less than thirty (30) days in a conspicuous place in the Municipal Building, the Town Clerk shall be authorized to correct any non-substantive or typographical errors in this or any other ordinance passed by the Council including but not limited to errors in spelling, or the proper sequence or numbering of the sections or articles contained herein that are to be codified in the Town's Ordinance Code or in any other ordinance subsequently or previously passed by the Council, but this Section shall not be construed to authorize the Town Clerk to revise the latest version of the duly enacted Ordinance Code with

---

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

**MAYOR AND COUNCIL**  
**THE TOWN OF FOREST HEIGHTS**  
**ORDINANCE NO. 05-22**

any newly adopted provision, language, section or correction having substance, such that said amendments would have the force of law, without approval of the Council by ordinance.

**Section 6.**

**AND BE IT FURTHER ORDAINED AND ENACTED**, that upon passage, the Town Clerk, or in her absence, the Town Administrator 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.

PASSED this \_\_\_ day of December 2022.

<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 December 2022.

ATTEST:

THE TOWN OF FOREST HEIGHTS

\_\_\_\_\_

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

**MAYOR AND COUNCIL**  
**THE TOWN OF FOREST HEIGHTS**  
**ORDINANCE NO. 05-22**

\_\_\_\_\_  
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

1<sup>st</sup> Reader: \_\_\_\_\_

2<sup>nd</sup> Reader: \_\_\_\_\_

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



COMMISSION MEMBERS:  
JANET E. McHUGH, *Chair*  
BONNIE A KIRKLAND  
JAMES N. ROBEY, JR.  
CRAIG D. ROSWELL  
GENEAU M. THAMES

## STATE ETHICS COMMISSION

45 CALVERT STREET, 3<sup>rd</sup> FLOOR  
ANNAPOLIS, MARYLAND 21401  
410-260-7770 / 1-877-669-6085  
FAX: 410-260-7746

JENNIFER K. ALLGAIR  
*Executive Director*  
WILLIAM J. COLQUHOUN  
*General Counsel*  
KATHERINE P. THOMPSON  
*Staff Counsel*  
ANA L. HENRY  
*Assistant General Counsel*

November 17, 2022

*Sent via email to: [kevin@kevinbestlaw.com](mailto:kevin@kevinbestlaw.com)*

Kevin J. Best, Esq., MPA  
The Law Office of Kevin J. Best  
106B Defense Highway, Suite A  
Annapolis, Maryland 21401

Re: Town of Forest Heights Proposed Ethics Ordinance

Dear Mr. Best:

At its November 17, 2022 meeting, the State Ethics Commission reviewed proposed changes to the Town of Forest Heights Code, which you forwarded to the Commission for approval on October 31, 2022, in compliance with Subtitle 8 of the Maryland Public Ethics Law (Md. Code Ann., Gen. Prov., Title 5 (Supp. 2022)). As you are aware, legislation (HB 363 and 1058) enacted during the 2021 General Assembly session mandated some changes to county and municipal ethics laws and county boards of education ethics regulations and policies. The State Ethics Commission revised its local government regulations in COMAR 19A.04 in January 2022 to reflect the changes in the Public Ethics Law and to incorporate changes made by HB 363 and 1058.

The State Ethics Commission approved the proposed changes to the ethics ordinance for your jurisdiction as being at least equivalent to State law for local employees for conflict of interest provisions. The Commission approved other changes to the Town of Forest Heights Ethics Ordinance as being at least equivalent to State law for financial disclosure provisions for local elected officials and candidates for local elected office. The State Ethics Commission also determined that the Town of Forest Heights Ethics Ordinance is similar to the provisions of the Maryland Public Ethics Law for conflict of interest and financial disclosure provisions applicable to local elected officials, local employees and local appointed officials. The Town of Forest Heights is not required to have a lobbying ordinance, but may do so if it wishes.

The State Ethics Commission's review was in accord with the Commission's review authority pursuant to Subtitle 8 of the Maryland Public Ethics Law and consisted of a comparison of the proposed revisions to the review criteria of COMAR 19A.04. The review was also in accord with the Commission's understanding of the requirements stated in the Court of Appeals decision in *Seipp v. Baltimore City Board of Elections*, 377 Md. 362, 833 A. 2d 551 (2003), as discussed in Opinion No. 06-01 of the Commission's Advisory Opinions.

The Town of Forest Heights must submit all future changes to its ethics ordinance for review and approval in compliance with Subtitle 8 of the Maryland Public Ethics Law and COMAR 19A.04. In addition, certification is an annual requirement. Certification is due each year by October 1<sup>st</sup>. Your next certification is due October 1, 2023. Please contact our office if you have any questions regarding this or any other matter. Thank you for your work on this project.

Sincerely,

A handwritten signature in black ink that reads "William J. Colquhoun". The signature is written in a cursive style with a large, stylized initial "W".

William J. Colquhoun  
General Counsel

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

**ORDINANCE NO. 06-22**

**AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE TOWN OF FOREST HEIGHTS GRANTING A RENEWAL OF THE CABLE FRANCHISE TO COMCAST OF MARYLAND, LLC AND AUTHORIZING A FRANCHISE AGREEMENT**

Introduced By: Mayor Calvin Washington

**WHEREAS**, pursuant to §5-201 *et seq.* of the Local Government Article, Annotated Code of Maryland, the Town of Forest Heights (hereinafter, the "Town") has the power to pass such ordinances as it deems necessary to protect the health, safety and welfare of the citizens of the municipality; and

**WHEREAS**, the Town Council has the ordinance making power under §5-204(d) of the Local Government Article, Annotated Code of Maryland to grant non-exclusive cable franchises; and

**WHEREAS**, the Town Council has the power under §33-20(b)(22)(Franchises) of the Town Charter to pass ordinances not contrary to the laws and Constitution of this State, for the specific purposes: To grant and regulate franchises to electric light companies, gas companies, telegraph and telephone companies, transit companies, taxicab companies, and any others which may be deemed advantageous and beneficial to the Town, subject, however, to the limitations and provisions of the Annotated Code of Maryland, but no franchise shall be granted for a longer period than fifty years; and

**WHEREAS**, the Town has enacted and codified in Article 6 of the Town Ordinance Code an article governing cable television; and

**WHEREAS**, pursuant to § 6.3.F of the Code of the Town of Forest Heights, the Town shall provide for the holding of a public hearing within the proposed franchise area, following reasonable notice to the public and the public and all interested parties afforded a reasonable opportunity to be heard; and

**WHEREAS**, the Town entered into a cable franchise agreement with Comcast of Maryland, LLC which ended in 2015, but has been extended during the negotiation of the renewal of the franchise agreement; and

**WHEREAS**, through a consortium of participating municipalities, the Council authorized the negotiation of the renewal of the franchise agreement with Comcast of Maryland, LLC and said proposed agreement has been prepared and presented to the Council; and

**WHEREAS**, pursuant to this Ordinance, the Town shall provide for the holding of a public hearing within the proposed franchise area, following reasonable notice to the public, at which every franchisee or applicant and its applications or requests shall be examined and the public and all interested parties afforded a reasonable opportunity to be heard; and

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

**ORDINANCE NO. 06-22**

**WHEREAS**, the Comcast Cable Franchise Agreement of 1999 required construction of a Prince George's County Intergovernmental Network ("I-Net") governed by a committee represented by the county and all participating municipalities ("PM's") with infrastructure and connectivity to 174 sites, and a functional purpose of connecting authorized users, including specific governmental, educational, and public facilities, with connectivity via the network offering participating governments a communication vehicle to reduce costs for services otherwise provided through commercially leased lines (e.g., Dial-Up, DSL (Digital Subscriber Line), ISDN (Integrated Services Digital Network), etc.); and

**WHEREAS**, the elected leadership of the County and PM's regarding a joint franchise agreement have been asked to approve a 10-year cable franchise renewal with Comcast and the consortium has asked the PM's to pass their ordinances before January 1, 2023, in order to make the County's legislative deadlines after the New Year; and

**WHEREAS**, the major features of the new collective franchise agreement are as follows: (i) 5% of gross revenues as a franchise fee, (ii) 3% of gross revenues as support for PEG (includes I-Net/C-Net), (iii) up to 3 municipal PEG channels with option for county to utilize unused channels; (iv) the I/C-Net is preserved for 10 years until transitioned to a government network, (v) provide new service at cost and maintain existing connections to government buildings; (vi) free build out or extension of service area up to 350 ft. from network, and (vi) provides for two company offices in the county for equipment pick up and drop off; and

**WHEREAS**, the Mayor and Council have determined that it is in the public interest to renew the cable franchise with Comcast of Maryland, LLC, within the corporate limits of the Town, on condition that Comcast of Maryland, LLC. enter into a franchise agreement in substantially the form as attached to this Ordinance.

**Section 1. NOW THEREFORE, BE IT ORDAINED AND ENACTED**, by the Town Council of the Town of Forest Heights, the renewal of the non-exclusive right to construct and operate a cable television system along the public rights of way in the Town of Forest Heights is hereby granted to Comcast of Maryland, LLC, subject to the provisions a franchise agreement between the Town and Comcast Cable, LLC, which is incorporated by reference herein in a form substantially similar to that attached as Exhibit A to this Ordinance, and the Mayor of the Town of Forest Heights is authorized to endorse the franchise agreement on behalf of the Town.

**Section 2. BE IT FURTHER ORDAINED AND ENACTED** by the Town Council of the Town of Forest Heights that upon formal introduction of this proposed Ordinance, which shall be by way of a motion duly seconded and without any further vote, the Town Clerk shall distribute a copy to each Council member and shall maintain a reasonable number of copies in the office of the Town Clerk and shall post at Town Hall, to the official Town website, to the Town-maintained e-mail LISTSERV, if any, and on the Town cable channel, if any, and if time permits, in any Town newsletter, the proposed ordinance or a fair summary thereof together with a notice setting out the time and place for a public hearing thereon and for its consideration by the Council.

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

**ORDINANCE NO. 06-22**

The public hearing, hereby set for \_\_\_\_\_ on the \_\_\_\_ day of \_\_\_\_\_ 2022, shall follow the publication by at least seven (7) days, may be held separately or in connection with a regular or special Council meeting and may be adjourned from time to time. All persons interested shall have an opportunity to be heard. After the hearing, the Council may adopt the proposed ordinance with or without amendments or reject it. This proposed Ordinance shall be posted by the Town Clerk as is or as a fair summary of the Ordinance and notice of its adoption at Town Hall, to the official Town website, to the Town-maintained e-mail LISTSERV, on the Town cable channel, and in any regularly published Town newsletter.

**Section 3. BE IT FURTHER ORDAINED AND ENACTED**, that if any section or part of a section of this ordinance shall be held invalid by a court of competent jurisdiction, such holding shall not affect the remainder of this Ordinance nor the context in which such section or part of section so held invalid shall appear, except to the extent that an entire section or part of section may be inseparably connected in meaning and effect with the section or part of section to which such holding shall directly apply.

**Section 4. AND BE IT FURTHER ORDAINED AND ENACTED**, by the Town Council of the Town of Forest Heights, Maryland that this ordinance shall become effective at the expiration of thirty (30) calendar days following approval by the Town Council, but shall not be codified in the Town Ordinance Code.

**Section 5. AND BE IT FURTHER ORDAINED AND ENACTED** by the Town Council of the Town of Forest Heights, Maryland that this ordinance shall be posted in the Town Hall office, and it shall be published once in a newspaper of general circulation in the Town.

**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 \_\_ p.m., in the Municipal Building in Forest Heights, Maryland.

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

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

**ORDINANCE NO. 06-22**

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 December 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.

Date: \_\_\_\_\_

\_\_\_\_\_  
Sherletta Hawkins, Town Clerk

1<sup>st</sup> Reader: \_\_\_\_\_

2<sup>nd</sup> Reader: \_\_\_\_\_

Exhibit A – (CABLE FRANCHISE AGREEMENT BETWEEN PRINCE GEORGE’S COUNTY, MARYLAND, THE TOWN OF FOREST HEIGHTS AND PARTICIPATING MUNICIPALITIES AND COMCAST OF MARYLAND, LLC)