

TOWN OF COLMAR MANOR

A Port Towns Community

**Town Council
Work Session
October 1, 2024
7:00 P.M.**

Agenda

1. Call to Order
2. Obvio Contact
3. AED Rental
4. Tree Box Ordinance
5. Budget Transfer FY-2024
6. Request for Curb Cut 3413 39th Avenue
7. Parking (handicap, meters, other changes)
8. Code Review: Property Maintenance
9. Code Review: Vacant Property
10. Special Work Session Oct 24th
11. Adjournment

**Ayuntamiento de la ciudad
Sesión de trabajo
1 De Octubre de 2024
7:00 PM.**

Agenda

1. Llamada al orden
2. Contacto obvio
3. Alquiler de DEA
4. Ordenanza de cajas de árboles
5. Transferencia de presupuesto Fiscal -2024
6. Solicitud de corte de acera 3413 39th Ave
7. Estacionamiento (minusválidos, parquímetros, otros cambios)
8. Revisión del código: mantenimiento de la propiedad
9. Revisión del código: Propiedad vacante
10. Sesión Especial de Trabajo 24 de octubre
11. Aplazamiento

Attend in person or to listen to/view the meeting,
visit www.zoom.us or call (301) 715-8592
Meeting ID: 826 7950 6698 Password: 3611

3701 Lawrence Street
Colmar Manor, Maryland 20722

OBVIO INC.
AUTOMATED TRAFFIC LAW ENFORCEMENT AGREEMENT

This Automated Traffic Law Enforcement Agreement (“Agreement”) is made on this [_____] day of [_____] 202[_____] (the “Effective Date”)

By and Between

Obvio Inc. a Delaware Corporation having its address as 934 Washington St, San Carlos, CA 94070 (hereinafter referred to as the “Obvio”, which expression shall, unless repugnant to the context or meaning thereof, deem to mean and include its executors, administrators and permitted assignees).

And

[_____] the _____ municipal corporation, having their address as (hereinafter referred to as “Municipality” which expression shall, unless repugnant to the context or meaning thereof, deem to mean and include its executors, administrators and permitted assignees).

Obvio and Municipality are hereinafter individually referred to as “Party” and collectively referred to as “Parties”

WHEREAS:

A. Obvio is in the business of providing an implementing automated traffic law enforcement system and the collection of any citations issued pursuant thereto.

B. The Municipality desires to engage Obvio to provide equipment, cameras hardware, software, and maintenance crew (either itself or through its subcontractors) to identify and enforce violations of the traffic control devices within the Municipality.

C. The Parties desire to enter into this Agreement for the implementation of an automated traffic law enforcement system and collection of citations for violations thereto, for certain locations within the Municipality pursuant to this Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the above recitals which are by this reference incorporated herein, and for other valuable consideration received, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Definitions and Interpretation:** In the Agreement: (i) capitalized terms defined by inclusion in quotations and/or parenthesis have the meanings so ascribed; and (ii) the following capitalized terms shall have the following meanings elucidated hereunder:

- **"Authorized Agent"** means the designated employee from the Police Department of the Municipality, the Traffic Control Administrator or such other individual(s) as the Municipality shall designate to review Potential Violations and to authorize the Issuance of Citations.
- **"Authorized Violation"** means each Potential Violation in the Violation Data for which authorization to issue a citation in the form of an Electronic Signature is given by the Authorized Agent through the Automated Traffic Law Enforcement System provided by Obvio.
- **"Automated Traffic Law Enforcement System"** means, collectively, all of the other equipment, applications, back office processes and traffic enforcement cameras, sensors, components, and products, software and other tangible and intangible property relating including but not limited to the process by which the monitoring, identification and enforcement of Violations is facilitated by the use of certain equipment, applications and back office processes of Obvio, including but not limited to cameras, central processing units which, collectively, are capable of measuring Violations and recording such Violation data in the form of photographic images and videos of motor vehicles for automated traffic law enforcement.

- **"Citation"** means the notice of Violation, which is mailed or otherwise delivered by Obvio (either by itself or its appointed sub-contractors) to the violator on the appropriate Enforcement Documentation in respect of each Authorized Violation.
- **"Confidential or Private Information"** means, with respect to any Person, any information, matter or thing of a secret, confidential or private nature, whether or not so labeled, which is connected with such Person, such Person's business or methods of operation or concerning any of such Person's suppliers, licensors, licensees, Municipalities or other with whom such Person has business relationship, and which has current or potential value to such Person or the unauthorized disclosure of which could be detrimental to such Person, including but not limited to: Matters of a business nature, including but not limited to information relating to development plans, costs, finances, marketing plans, data, procedures, business opportunities, marketing methods, plans and strategies, the costs of construction, installation, materials, or components, the prices such Person obtains or has obtained from its clients or Municipalities, or at which such Person sells or has sold its services; and Matters of a technical nature, including but not limited to product information, trade secrets, know-how, formulae, innovations, inventions, equipment, discoveries, techniques, formats, processes, methods, specifications, designs, patterns, schematics, data, access or security codes, compilations of information, test results and research and development projects. For purposes of this Agreement, the term "trade secrets" shall mean the broadest and most inclusive interpretation of trade secrets. Notwithstanding the foregoing, Confidential or Private Information will not include information that: (i) was generally available to the public or otherwise part of the public domain at the time of its disclosure; (ii) became generally available to the public or otherwise part of the public domain after its disclosure and other than through any act or omission by any Party hereto in breach of this Agreement; (iii) was subsequently lawfully disclosed to the disclosing Party by a person other than a Party hereto; (iv) was required by a court of competent jurisdiction to be disclosed; or (v) was required by applicable state law to be disclosed.
- **"Designated Location"** means the Locations set forth in Exhibit A (Services, Description and Maintenance) attached hereto, and such additional locations as mutually agreed between the Parties from time to time.
- **"Enforcement Documentation"** means the necessary and appropriate documentation related to the Automated Traffic Law Enforcement System, including but not limited to Citation notices (using the specifications required by the Maryland Vehicle Code, and by any specific ordinance(s), a numbering sequence for use on all Citation notices (in accordance with applicable court rules), instructions to accompany each issued Citation, chain of custody records, criteria regarding operational policies for processing Citations (including with respect to coordinating with the Department of Motor Vehicles), and technical support documentation for applicable court and judicial officers.
- **"Equipment"** means any and all cameras, sensors, equipment, components, products, software and other tangible and intangible property relating to the Automated Traffic Law Enforcement System(s), including but not limited to all camera systems, and poles.
- **"Fine"** means monetary sums assessed for Citation.
- **"Governmental Authority"** means any domestic or foreign government, governmental authority, court, tribunal, agency or other regulatory, administrative or judicial agency, commission or organization, and any subdivision, branch or department of any of the foregoing.
- **"Intellectual Property"** means, with respect to any Person, any and all now known or hereafter known tangible and intangible: (a) rights associated with works of authorship throughout the world, including but not limited to copyrights, (b) trademark and trade name rights and similar rights, (c) trade secrets rights, (d) patents, designs, algorithms and other property rights, (e) all other intellectual and property rights (of every kind and nature however designated), whether arising by operation of law, contract, license, or otherwise, and (f) all registrations, initial applications, renewals, extensions, continuations, divisions or reissues hereof now or hereafter in force.
- **"Intersection"** means a conduit of travel (e.g., northbound, southbound, eastbound or westbound) on which at least one (1) system has been installed by Obvio for the purposes of facilitating Automated Traffic Law Enforcement System by the Municipality.
- **"Operational Camera"** means a camera that has been installed and is operational and performing digital captures of traffic in the Intersection.
- **"Operational Period"** means the period of time during the Term, commencing on the "GO LIVE" Date, during which the Automated Traffic Law Enforcement System is functional in order to permit the identification and prosecution of Violations at the Designated Intersection Approaches and the issuance of Citations for such approved Violations using the Automated Traffic Law Enforcement System.
- **"Person"** means a natural individual, company, Governmental Authority, partnership, firm, corporation, legal entity or other business association.

- **"Potential Violation"** (generally referred to as an event) means, with respect to any motor vehicle passing through a Designated Location, the data collected by the Automated Traffic Law Enforcement System with respect to such motor vehicle, which data shall be processed by the Automated Traffic Law Enforcement System for the purposes of allowing the Authorized Agent to review such data and determine whether a Traffic Violation has occurred.
- **"Proprietary Property"** means, with respect to any Person, any written or tangible property owned or used by such Person in connection with such Person's business, whether or not such property is copyrightable or also qualifies as Confidential Information, including without limitation products, samples, equipment, files, lists, books, notebooks, records, documents, memoranda, reports, patterns, schematics, compilations, designs, drawings, data, test results, contracts, agreements, literature, correspondence, spreadsheets, computer programs and software, computer printouts, other written and graphic records and the like, whether originals, copies, duplicates or summaries thereof, affecting or relating to the business of such Person, financial statements, budgets, projections and invoices.
- **"Violation"** means a violation of the Maryland Vehicle Code, captured by an Automated Traffic Law Enforcement System, or an automated traffic law violation as defined therein.
- **"Violation Criteria"** will be as per written in Maryland state law
- **"Violations Data"** means the images and other Violations data gathered by the Automated Traffic Law Enforcement System at the Designated Location(s).
- **"Traffic Compliance Administrator"** means the Traffic Compliance Administrator described in the municipal code of the Municipality.

2. **Services.** Obvio will provide Automated Traffic Law Enforcement System and Program by installing Automated Traffic Law Enforcement Systems at Designated Locations in the Municipality, as set forth in Exhibit [] attached here, along with the maintenance of such Automated Law Enforcement Systems.

3. **Change Request.** The Municipality may from time to time request changes to the services required to be performed or the addition of products or services to those required pursuant to the terms of this Agreement by providing written notice thereof to Obvio. Upon Obvio's receipt of the requested change, Obvio shall deliver a written statement describing the effect, if any; the proposed changes would have on the pricing of this Agreement. Following the Municipality's receipt of the new pricing, the Parties shall negotiate to implement the proposed changes, the time, manner and amount of payment or price increases or decreases, as the case may be, and any other matters relating to the proposed changes. If the Municipality and Obvio fail to reach an agreement with respect to any of the proposed changes it shall not be deemed to be a breach of this Agreement.

4. **Term, Termination.**

- Term. The Term of this Agreement shall commence on the Effective Date and shall continue for a period of 5 years ("Initial Term") from the date of installation of the Equipment ("Installation") The Municipality shall have the right to extend, the term of this Agreement following the expiration of the Initial Term, by providing a written notice to Obvio not less than sixty (60) days prior to the last day of the Initial Term ("Renewal Term" together with Initial Term, referred to as "Term"). In the event no notice of a Renewal Term is received by Obvio, then, the Term shall automatically be deemed renewed.
- Termination.
 - Either Party shall have the right to terminate this Agreement, without cause or cost, with Sixty (60) days written notice to the other Party. Provided, however, notwithstanding the foregoing, to the contrary, if Municipality terminates this Agreement without cause during the first eighteen (18) months of the Agreement, except as provided below, the Municipality shall reimburse Obvio in an amount equal to the cost (the "Cost"), as hereinafter defined, of the direct labor costs and direct material costs (but not including equipment cost and salvageable material costs) solely associated with the installation of Designated Locations which have been installed prior to termination. Obvio shall provide an itemization, with supporting invoices and labor expense documentation, to the Municipality of the amount of the direct labor costs and direct material costs (but not including equipment costs and salvageable material costs) solely associated with the Designated Intersection, said amount is expected to be in the range of \$10,000 to \$20,000 per Designated Intersection, but in no event shall said amount exceed \$20,000 per Designated Intersection. After the first eighteen (18) months of the Agreement, the Municipality shall not be liable or responsible to Obvio for any costs in the event it terminates the Agreement without cause, including costs for labor, installation or removal of the Equipment.

- Either Party shall have the right to terminate this Agreement immediately by written notice to the other if (x) the applicable laws are amended to prohibit or substantially change the operation of automated traffic law enforcement systems; or (y) any court having jurisdiction over the Municipality rules, or state or federal statute declares, the results from Obvio's automated traffic law enforcement systems are inadmissible in evidence; or (z) the other Party commits any material breach of any of the provisions of this Agreement which breach is not remedied within fourteen (14) days after written notice from the Party setting forth in reasonable detail their reasons for the alleged breach. If the Agreement is terminated due to change in applicable law or decisions of the court, the Municipality shall not be liable to Obvio for any reimbursement costs or expenses as provided in this Agreement.
- The termination of this Agreement shall not relieve either Party of any liability that accrued prior to such termination. Any terms that by their nature should survive the termination/ expiry of this Agreement shall survive the termination/expiry of the Agreement.
- On termination and/or expiry of this Agreement, the Municipality shall immediately cease using the Automated Traffic Law Enforcement system provided pursuant to this Agreement and also immediately stop using any other Intellectual Property of Obvio, deliver to Obvio any and all Proprietary Property of Obvio provided to the Municipality pursuant to this Agreement and promptly approve payment of any and all fees, charges and amounts due to Obvio for services performed prior to the termination.
- Within one hundred and twenty (120) days of termination, or such other time as the Parties mutually agree, Obvio shall remove any and all Equipment, hardware and software Obvio installed in connection with Obvio's performance of its obligations under this Agreement, and shall restore the Designated Locations to substantially the same condition they were in prior to this Agreement.

5. **Compensation, Payment Terms.** Compensation and Payment terms shall be as per Exhibit B attached here.

6. **License to access the Automated Traffic Law Enforcement System.**

- Subject to the terms and conditions of this Agreement, Obvio hereby grants to the Municipality, a non-exclusive, non-transferable license during the Term of this Agreement to: (i) solely within the Municipality, access and use of the Obvio Automated Traffic Law Enforcement System for the sole purpose of reviewing Potential Violations and authorizing the issuance of Citations pursuant to the terms of the Violations Processing Service Agreement that the parties intend to enter into (the "Service Agreement"), the terms of which shall be included herein by way of reference upon execution, a sample of which is attached here as Exhibit C and (ii) use the name Obvio, with the approval by Obvio, on or in marketing, public awareness or education, or other publications or materials relating to the Automated Traffic Law Enforcement System.
- The Municipality hereby acknowledges and agrees that Obvio is the sole and exclusive owner of the Automated Traffic Law Enforcement System provided by Obvio, the name Obvio, the mark and any and all Intellectual Property arising from or relating to the System.
- The Municipality hereby covenants and agrees that it shall not make any modifications to the Automated Traffic Law Enforcement System provided by Obvio, alter, remove or tamper with any Obvio trademarks, or any other Intellectual Material; use any trademarks or other Intellectual Material in connection without first obtaining the prior written consent of Obvio, or perform any type of reverse engineering to the Obvio Automated Traffic Law Enforcement System.
- Obvio shall have the right to take whatever action it deems necessary or desirable to remedy or prevent the infringement of any Intellectual Property of Obvio, including without limitation the filing applications to register as trademarks in any jurisdiction any of the Obvio Marks, the filing of patent application for any of the Intellectual Property of Obvio, and making any other applications or filings with appropriate Governmental Authorities. The Municipality shall not take any action to utilize its own name or make any registrations or filings with respect to any of the Obvio Marks or the Intellectual Property of Obvio without the prior written consent of Obvio.

7. **Non-Productive Cameras.** Subject to the terms of Exhibit B, if Obvio through its feasibility report, find out that that a camera either is not economical (does not cover the cost of operation) and/or has not reached the desired safety goals, a new location will be selected through mutual consultation between Obvio and the Municipality. Any costs that may be associated with

moving such non-productive camera to a new location shall be mutually discussed. In the event, no feasible location is identified and agreed upon between the parties, the camera will be removed from the Municipality within thirty (30) calendar days after the receipt of the written notice. A camera will be declared non-productive, if the same remains installed at the original location for a period of at least eighteen (18) months. The billing for the camera will stop immediately upon receipt of the written notice. If at the time of notice herein the Non-Productive Camera was not in its original location for a period of at least eighteen (18) months, the Municipality shall reimburse Obvio in an amount equal to the cost (the "Cost"), as hereinafter defined, of the direct labor costs and direct material costs (but not including equipment costs and salvageable material costs) solely associated with the installation of Designated Locations which have been installed prior to removal. Obvio shall provide an itemization which supporting invoices and labor expense documentation, to the Municipality of the amount of the direct labor costs and direct material costs (but not including equipment costs and salvageable material costs) solely associated with the Designated Intersection, said amount is expected to be in the range of \$10,000 to \$20,000 per Designated Intersection, but in no event shall said amount exceed \$20,000 per Designated Intersection. The Municipality's share of the Cost defined herein shall be paid solely through Obvio's collection, as per Exhibit B over a collection period not to exceed six (6) months.

8. **LIMITED WARRANTY (SYSTEM).** EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, OBVIO MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE OBVIO AUTOMATED TRAFFIC LAW ENFORCEMENT SYSTEM OR ANY RELATED EQUIPMENT OR WITH RESPECT TO THE RESULTS OF THE MUNICIPALITY'S USE OF ANY OF THE FOREGOING. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH HEREIN, OBVIO DOES NOT WARRANT THAT ANY OF THE DESIGNATED INTERSECTION EQUIPMENT OR THE AUTOMATED TRAFFIC LAW ENFORCEMENT SYSTEM WILL OPERATE IN THE WAY THE MUNICIPALITY SELECTS FOR USE, OR THAT THE OPERATION OR USE THEREOF WILL BE UNINTERRUPTED. THE MUNICIPALITY HEREBY ACKNOWLEDGES THAT THE OBVIO PHOTO AUTOMATED TRAFFIC LAW ENFORCEMENT MAY MALFUNCTION FROM TIME TO TIME, AND SUBJECT TO THE TERMS OF THIS AGREEMENT, OBVIO SHALL DILIGENTLY ATTEMPT TO CORRECT ANY SUCH MALFUNCTION IN A TIMELY MANNER.

9. **Representation and Warranties.**

- Representation and Warranties of Obvio. Obvio hereby represents and warrants that (a) it has all right, power and authority to execute and deliver this Agreement and perform its obligations hereunder; (b) any and all services provided by Obvio pursuant to this Agreement shall be performed in a professional and workmanlike manner and with respect to the installation and operation of the Obvio Automated Traffic Law Enforcement System, subject to applicable law, in compliance with all specifications as agreed to between the Parties.
- Representation and Warranties of the Municipality. The Municipality hereby represents and warrants that (a) it has all right, power and authority to execute and deliver this Agreement and perform its obligations hereunder (i.e. the passing of a Resolution or ordinance to enter into this Agreement); and (b) any and all services provided by the Municipality pursuant to this Agreement shall be performed in a professional and workmanlike manner.

10. **Sub-Contractors.** Municipality understands and agrees that Obvio shall use sub-contractors for execution of the Services as described in this Agreement, upon prior intimation to the Municipality. Obvio fully understands and agrees that it shall not be relieved from any of its obligations or liabilities which have accrued towards the Municipality, hence Obvio covenants to be liable for the acts or omissions of its employees, associates, partners, agents etc. In the event, any specific agreement and/or document that needs to be executed by such sub-contractors, then, the same will be routed through Obvio.

11. **Confidentiality.** To the extent allowed by law, during the term of this Agreement and for a period of two (2) years thereafter, unless information has already been released in the public domain, neither Party shall disclose to any third person, or use for itself in any way for pecuniary gain, any Confidential Information obtained from the other Party during the course of the negotiations for this Agreement or during the Term of this Agreement. Upon termination of this Agreement, each Party shall return to the other all tangible Confidential Information of such party. Neither Party shall disclose to any third party any Confidential Information without the other Party's express written consent. Exceptions are limited to its employees who are reasonably required to have the Confidential Information, agents, representatives, attorneys and other professional advisors that have a need to know such Confidential Information, and where disclosure is required pursuant to laws relating to disclosure of public records by governmental authorities.

12. **Indemnification, Limitation of Liability.**

- Municipality hereby agrees to defend and indemnify and hold harmless Obvio and its affiliates, shareholders or other interest holders, managers, officers, directors, employees, agents, representatives and successors, permitted assignees and all persons acting by, through, under or in concert with them (including but not limited to the suppliers of equipment, installers and any other subcontractors) (collectively the "Obvio Parties"), or any of them against, and to protect, save and keep harmless from, and to pay on behalf of or reimburse them as and when incurred for, any and all Losses which may be imposed on or incurred by any Obvio Party or equipment provided and/or installer arising out of or in any way related to: (a) any material representation, inaccuracy or breach of any covenant, warranty or representation of the Municipality contained in this Agreement; (b) the wilful misconduct of the Municipality, its employees', contractors or agents which result in bodily injury to any natural person (including third parties) or any damage to any real or tangible personal property (including the personal property of third parties), except to the extent caused by the wilful misconduct of any Obvio Party.
- Any claim, action or demand not caused by Obvio's failure to perform its obligations under this Agreement; or any claim, action or demand challenging the Municipality's use of the Automated Traffic Law Enforcement System or any portion thereof, the validity of the results of the Municipality's use of the Automated Traffic Law Enforcement System or any portion thereof; validity of the Citations issued, prosecuted and collected as a result of the Municipality's use of the Automated Traffic Law Enforcement System provided by Obvio.
- Obvio hereby agrees to defend and indemnify and hold harmless the Municipality, its former and current appointed and elected officials, Mayor, Council Members, employees, engineers, volunteers, managers, officers, directors, representatives and successors, permitted assignees and each of their affiliates, and all persons acting by, through, under or in concert with them or any of them (the "Municipality Parties"), against, and to protect, save and keep harmless the Municipality Parties from, and to pay on behalf of or reimburse the Municipality Parties as and when incurred for, any and all liabilities, obligations, losses, damages, penalties, demands, claims, actions, suits, judgments, settlements, costs, expenses and disbursements (including reasonable attorneys' fees and court costs) of whatever kind and nature, which may be imposed on or incurred by any Municipality Party arising out of or related to: (a) any material misrepresentation, inaccuracy or breach of any covenant, warranty or representation of Obvio contained in this Agreement; (b) the wilful misconduct of Obvio, its employees or agents which result in death or bodily injury to any natural person (including third parties) or any damage to any real or tangible personal property (including the personal property of third parties), except to the extent caused by the willful misconduct of any Municipality or any of its agents; or (c) any claim, action or demand not caused by the Municipality's failure to perform its obligations under this Agreement.
- Notwithstanding anything to the contrary in this Agreement, neither Party shall be liable to the other, by reason of any representation or express or implied warranty, condition or other term or any duty at common or civil law, for any lost profits; indirect, incidental, or consequential damages, however caused.
- In the event of any claim, action or demand in respect of which any Party hereto seeks indemnification from the other, the Party seeking indemnification shall give the Party from whom indemnification is being sought written notice of such Claim promptly after the Indemnified Party first becomes aware. The Party from whom indemnification is being sought shall have the right to choose counsel to defend such Claim (subject to approval of such counsel by the other Party, whose approval shall not be unreasonably withheld, conditioned or delayed), and to control, and settle such Claim. The Party from whom indemnification is being sought shall have the right to participate in the defense at its sole expense.
- During the term of this Agreement, Obvio shall procure and maintain, at Obvio's sole cost and expense, the insurance coverages set forth in [Exhibit D attached hereto and made a part hereof.

13. **Violation Processing.** Under this Agreement, Violation shall be processed as follows:

- All Violations Data shall be stored on the Obvio Automated Traffic Law Enforcement System.
- Obvio shall process the Violation Data gathered from the Designated Intersection(s) into a format capable of review by the Authorized Agent.

- Obvio shall provide the Authorized Agent with access to the Obvio System for the purposes of reviewing the pre-processed Violations Data within fourteen (14) days of the gathering of the Violations Data from the applicable Designated Intersection(s).
- Thereafter, the Municipality shall cause the Authorized Agent to review the Violations Data and to determine whether a citation shall be issued with respect to each Potential Violation captured within such Violation Data, and transmit each such determination using the software or other applications or procedures provided by Obvio on the Automated Traffic Law Enforcement System.
- Obvio hereby acknowledges and agrees that the decision to issue a citation shall be the sole, unilateral and exclusive decision of the Authorized Agent and shall be made in such Authorized Agent's sole discretion (a "Citation Decision"), and in no event shall Obvio have the ability or authorization to make a citation decision, and the Municipality shall indemnify Obvio for any Citation Decision taken by the Authorized Agent. Further, the Municipality shall be obligated to execute all violations (citations) sent out on the Municipalities behalf.

14. **Dispute Resolution.** Upon the occurrence of any dispute or disagreement between the Parties hereto arising out of or in connection with any terms or provision of this Agreement, the subject matter hereof, or the interpretation or enforcement hereof (the "Dispute"), the Parties shall engage in informal, good faith discussions and attempt to resolve the Dispute. In connection therewith, upon written notice of either Party, each of the Parties will appoint a designated officer whose task it shall be to meet for the purpose of attempting to resolve such Dispute. The designated officers shall meet as often as the Parties shall deem to be reasonably necessary. Such officers will discuss the Dispute. If the Parties are unable to resolve the Dispute within ninety (90) calendar days, and in the event that either of the Parties concludes in good faith that amicable resolution through continued negotiation with respect to the Dispute is not reasonably likely, then the Parties may mutually agree to submit to binding or nonbinding arbitration or mediation. Such final and binding arbitration shall be administered by a retired judge from the Circuit Court for Prince George's County, Maryland selected by the Parties. The Parties are not required to use JAMS Mediation, Arbitration and ADR Services ("JAMS") or any other commercial alternative dispute resolution service. The Parties agree to conduct any hearings or conferences required by the arbitration virtually by videoconference; provided, however, that if virtual video conferencing is not available, such hearings or conferences shall be in Maryland. The arbitrators' award may be entered and enforced in any court with competent jurisdiction. The fees and costs charged by the arbitrator shall be split equally by the Parties.

15. **Relationship between the Parties.** Nothing in this Agreement shall create, or be deemed to create, a partnership, joint venture or the relationship of principal and agent or employer and employee between the Parties. The relationship between the Parties shall be that of independent contractors, and nothing contained in this Agreement shall create the relationship of principal and agent or otherwise permit either Party to incur any debts or liabilities or obligations on behalf of the other Party (except as specifically provided herein). The payment obligations as set forth in this Agreement shall not create any "revenue sharing" arrangements between the Parties.

16. **Force Majeure.** Neither Party will be liable to the other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Said causes may include but are not limited to, acts of God, or the public enemy, terrorism, significant fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, or Governmental Authorities approval delays which are not caused by any act or omission by Obvio, and unusually severe weather. The Party whose performance is affected agrees to notify the other promptly of the existence and nature of any delay.

17. **Miscellaneous.**

- Notices. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. All notices will be provided to the email or mailing address listed in this Agreement.
- Assignment. Neither Party may assign all or any portion of this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed. Provided, however, the Municipality hereby acknowledges and agrees that delivery and performance of Obvio's rights pursuant to this Agreement may require Obvio to engage certain sub-contractors, and further, may require a significant investment by Obvio, and that in order to finance such investment, Obvio may be required to enter into certain agreements or arrangements including, but not

limited to, acknowledgments and/or consents with equipment lessors, banks, financial institutions or other similar persons or entities. Municipality hereby agrees that Obvio shall have the right to assign, pledge, hypothecate or otherwise transfer its rights to the equipment. Municipality further acknowledges and agrees that in the event that Obvio provides written notice to the Municipality that it intends to Transfer all or any of Obvio's rights pursuant to this Agreement, and in the event Municipality fails to provide such approval or fails to object to such Transfer within thirty (30) calendar days after its receipt of such notice from Obvio, then for the purposes of this Agreement, the Municipality shall be deemed to have consented to and approved such Transfer.

- Audit. Each of the Parties hereto shall have the right to audit the books and records of the other Party hereto (the "Audited Party") solely for the purpose of verifying the collection of Citation payments, the payment of compensation to Obvio and the payment of fines to the Municipality. Any such audit shall be conducted upon not less than three (3) business days prior notice, at mutually convenient times and during the normal business hours. In the event any such audit establishes any underpayment of any payment by the Audited Party, payable pursuant to this Agreement, the Audited Party shall promptly pay the amount of the shortfall. In the event any such audit establishes any overpayment by the Audited Party, the non-Audited Party shall promptly pay the amount of the excess to the Audited Party. The Party requesting the audit shall be solely responsible for the expenses of any audit it requests, except that, in the event that such an audit establishes that the Audited Party has underpaid any amount owed for a particular month by more than five percent (5%), the cost of such audit shall be borne by the Audited Party.
- Injunctive Relief; Specific Performance. The Parties hereby agree and acknowledge that a breach of License, Restricted Use or Confidentiality of this Agreement would result in severe and irreparable injury to the other Party, which injury could not be adequately compensated by an award of money damages, and the Parties therefore agree and acknowledge that they shall be entitled to injunctive relief in the event of any breach of any License, Restricted Use or Confidentiality provisions of this Agreement
- Remedies Cumulative. Each and all of the several rights and remedies provided for in this Agreement shall be construed as being cumulative and no one of them shall be deemed to be exclusive of the others or of any right or remedy allowed by law or equity, and pursuit of any one remedy shall not be deemed to be an election of such remedy, or a waiver of any other remedy.
- Jurisdiction. Subject to the Dispute Resolution, any Dispute arising out of or in connection with this Agreement shall be submitted to the exclusive jurisdiction and venue of the State Courts of the State of Maryland located in Prince George's County, and both Parties specifically agree to be bound by the jurisdiction and venue thereof.
- Entire Agreement. This Agreement along with violation processing agreement, Exhibits, schedules, etc represents the entire Agreement between the Parties, and there are no other agreements whether written or oral, which affect its terms. This Agreement may be amended only by a subsequent written agreement signed by both Parties.
- Severability. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or party, this Agreement shall continue to be valid as to the other provisions thereof and the remainder of the affected provision.
- Waiver. Any waiver by either Party of a breach of any provision of this Agreement shall not be considered as a waiver of any subsequent breach of the same or any other provision thereof.
- Headings. The headings of the sections contained in this Agreement are included herein for reference purposes only, solely for the convenience of the parties hereto, and shall not in any way be deemed to affect the meaning, interpretation or applicability of this Agreement or any term, condition or provision hereof.
- Binding Effect. This Agreement shall incur to the benefit of and be binding upon all of the Parties hereto and their respective executors, administrators, successors and permitted assigns.
- Compliance with Laws. Nothing contained in this Agreement shall be construed to require the commission of any act contrary to law, and whenever there is a conflict between any term, condition or provision of this Agreement and any present or future statute, law, ordinance or regulation contrary to which the Parties have no legal right to contract, the latter shall prevail, but in such event the tenn, condition or provision of this Agreement affected shall be curtailed and limited only to the extent necessary to bring it within the requirement of the law, provided that such construction is consistent with the intent of the Parties as expressed in this Agreement.
- Execution and Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and all of which together shall constitute one and the same agreement. Execution of a facsimile or scanned copy or via an e-signing platform will have the same force and effect as execution of an original, and a facsimile or scanned signature will be deemed an original and valid signature.

Execution page follows

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed on the day and year first above written

Obvio Inc.

[Municipality.]

By: _____

By: _____

Name: Dhruv Maheshwari

Name: _____

Title: CEO

Title: _____

EXHIBIT A

Services, Description, Maintenance

1. **Feasibility Studies.** Obvio will perform certain feasibility studies (at no cost to the Municipality) to study specific junction(s). This study is a tool to localize the data for a particular municipality in order optimize the designated locations and start the Automatic Traffic Violation Program in the said Municipality. Any additional feasibility report that is required by the Municipality other than the no cost feasibility studies stated in Exhibit B, shall be conducted as a part of the Automatic Traffic Violation Program.

2. **Designated Locations.**

- Obvio and the Municipality, through its Police Chief or his/her designee, will mutually agree upon the Identification Locations to be enforced pursuant to this Agreement, which Locations will be based on community safety and traffic needs as determined by the Municipality. The Designated Locations shall be set forth on a supplement to this Exhibit A, which shall be read by way of reference in this Agreement.

3. **Construction and Installation.**

- Obvio will install and activate the Automated Traffic Law Enforcement System at Designated Locations in accordance with an implementation plan to be mutually agreed to by Obvio and the Municipality.
- Obvio will use reasonable commercial efforts to install the system in accordance with the schedule set forth in the implementation plan that will be formalized at the time of project commencement.

- Obvio will use reasonable commercial efforts to install and activate the first specified intersection within the first ninety (90) days. The Municipality agrees that the estimated timeframe for installation and activation is not guaranteed.
- The Municipality will use good faith efforts to assist in the timely approval of permit requests made by Obvio. The Municipality will provide municipality engineers to review Obvio permit requests and all documentation within ten (10) business days after receipt. Obvio will make any necessary revisions to such permit applications and resubmit to the Municipality or other issuing agencies within five (5) business days after receipt of comments by the Municipality.

4. **Training.** Obvio shall provide training for personnel of the Municipality, including but not limited to the persons who Municipality shall appoint as Authorized Agents and other persons involved in the administration of the Automated Traffic Law Enforcement System. Training shall include training with respect to the Obvio Automated Traffic Law Enforcement System and its operations, presenting Violations Data in court and judicial proceedings and a review of the Enforcement Documentation. Training for individuals other than the Originally Trained Officers or their replacements shall be an extra cost to be agreed to by the Parties before training shall be provided.

5. **Maintenance.**

- All repair and maintenance and related costs of the Automated Traffic Law Enforcement System shall be the sole responsibility of Obvio as they are the sole owner of all of the related equipment utilized in the Automated Traffic Law Enforcement System. Such maintenance shall include by not be limited to maintaining the casings of the cameras included in the Obvio System and all other equipment in reasonably clean and graffiti free condition.
- The provision of, and all costs associated with, all necessary communication, broadband and telephone services and equipment to the Designated Intersection shall be the sole responsibility of Obvio.

EXHIBIT B

Payment Terms & Compensation

(See Separate Draft)

EXHIBIT C

Violation Processing Agreement

(Separately attached)

EXHIBIT D

Insurances

During the Term, and any extension thereof, Obvio shall procure and maintain, at Obvio's sole cost and expense, the following insurance coverage with respect to claims for injuries to persons or damages to property which may arise from or in connection with the performance of work or services pursuant to this Agreement by Obvio, and each of Obvio's subcontractors, agents, representatives and employees:

1. **Commercial General Liability Insurance.** Commercial General Liability Insurance with coverage of not less than [____ Million Dollars (\$____)] combined single limit per occurrence for bodily injury and property damage;
2. **Professional Liability (Errors and Omissions) Insurance.** Obvio will use its commercial best efforts to procure and maintain Professional Liability (Errors and Omissions) Insurance with coverage of not less than [____ Million Dollars (\$____)] per occurrence and in the aggregate, and if Obvio is unable to procure such coverage in compliance with this

provision, it shall give Municipality written notice and the Municipality shall have the right to use its best commercial efforts to procure such coverage on Obvio's behalf and at its expense;

3. Workers' Compensation and Employer's Liability Insurance. Workers' Compensation Insurance with coverage of not less than the limits required by applicable Law, Employer's Liability Insurance with coverage of not less than [____ Million Dollars (\$ ____)]; and

4. Umbrella General Liability Coverage of not less than [____ Million Dollars (\$ ____)].

With respect to the insurance described in this Exhibit D, any deductibles or self-insured retentions must be declared to the Municipality, and any changes to such deductibles or self insured retentions during the Term will be sent to the Municipality in writing within thirty days of such change(s).

With respect to the Commercial General Liability Insurance described above, the following additional provisions shall apply:

- The Municipality Parties shall be covered as named additional insureds and loss payees with respect to any liability arising from any act or omission by Obvio.
- The insurance coverage procured by Obvio and described above shall be the primary insurance with respect to the Obvio Parties in connection with this Agreement, and any insurance or self-insurance maintained by any of the Municipality Parties shall be in excess, and not in contribution to, such insurance. Any failure to comply with the reporting provisions of the various insurance policies described above shall not affect the coverage provided to the Municipality Parties, and such insurance policies shall state that such insurance coverage shall apply separately with respect to each additional insured against whom any claim is made or suit is brought, except with respect to the limits set forth in such insurance policies.
- With respect to the insurance described in this Exhibit D, each such insurance policy shall be endorsed to state that the coverage provided thereby shall not be canceled except after thirty (30) calendar days' prior written notice to the Municipality. If any of the Obvio Parties are notified by any insurer that any insurance coverage will be canceled, Obvio shall immediately provide written notice thereof to the Municipality and shall take all necessary actions to correct such cancellation in coverage limits, and shall provide written notice to the Municipality of the date and nature of such correction.
- Obvio shall provide certificates of insurance and copies of each insurance policy evidencing the insurance required pursuant to the terms of this Agreement, which certificates shall be executed by an authorized representative of the applicable insurer, and which certificates shall be delivered to the Municipality prior to Obvio commencing any work pursuant to the terms of this Agreement. Such certificates and policies shall be provided to Municipality, on request, at the time of commencement.

EXHIBIT B
Payment Terms & Compensation

- **Automated Traffic Violation Program.** Subject to the installation and maintenance costs, the Automatic Traffic Violation Program (“Program”) is a cost neutral program that is set up for the Municipality. The costs for the Program shall be recovered from the tickets that are issued pursuant to the Violation Processing Agreement. In the event, the fee for the Program exceeds the collections from the tickets, then, only the revenue so generated and recovered shall be charged to the Municipality, and the remaining fee shall be rolled over to the following month. If it is the last month of the contract, the fee will be waived. The Fee shall be exclusive of any taxes. Each Party shall bear their own taxes.

CALCULATION FOR AUTOMATED TRAFFIC VIOLATION FEE

Within the cost neutral program, payment is to be made as per the payment terms stated below:

- **Hardware Leasing & Maintenance Fees :**
 - Per Unit, Per Placement Fee: \$1000 (on a monthly basis)

- **AND Violation Processing Charge: \$10 per Processed Violation shall be charged to the Municipality, where:**
 - A processed violation is a violation that is prepared and ready for Law Enforcement Approval

 - This charge covers all costs associated with:
 - Pre-citation Tasks/Services:
 - Capture and Review of Evidence
 - Registered Owner Name/Address Retrieval
 - Submittal of Violation Evidence Package for Police Approval
 - Post-citation Tasks and Services:
 - Printing & mailing of citations;
 - Payment processing, including check/credit card processing
 - Digital Evidence Retention of all notices, recipient correspondence and court proceedings;
 - Support of adjudication in all court proceedings
 - Customer Services:

- Client services offered by Obvio including municipality-specific toll-free number, call center hearing scheduling, live operator violation status, and payment support services;
 - This fee only applies if a violator calls for assistance - one time fee, assessed only at the time of first call registered for each citation
 - Flagging Services: Flagging of unpaid Citations with MVA and removal of flags upon receipt of payment
 - Delinquency Collection Fee.

- Non-Productive Camera Movement Fee: \$15,000 (to be paid only in the event of removal or movement of such non-productive camera).

- **Feasibility Studies.**
 - Total Number of Studies included in the Automated Enforcement Traffic Program: _____
 - Additional Feasibility Studies: \$500 per study, only to be conducted at the request of the Municipality.

- **Payment Terms:**
 - **Program Fee.** As per the option that is chosen by the Municipality, the reconciliation shall be undertaken on a monthly basis, and pursuant to Section 3 above, post reconciliation, the invoice for the Fee shall be raised and the Municipality shall make the payment against such invoice that is raised. All payments shall be made on presentation of the invoice.
 - **Additional Feasibility Reports.** In the event additional feasibility report is required, then, the cost of the same shall be added to the Program Fee and the costs shall be recovered from the collections pursuant to Section 3.

EXHIBIT C

VIOLATION PROCESSING SERVICE AGREEMENT

This Violation Processing Service Agreement (the “Service Agreement”) is made as of this _____, _____, 2024 by and between [Obvio] a company licensed to do business in the State of [____], located at [_____] (“Obvio”), and the [____], an _____ municipal corporation, with offices at _____ (the “Municipality”).

This Service Agreement is being entered into between the Parties as a part of the Automated Traffic Law Enforcement Agreement of the even date (“Principal Agreement”) and the terms of this Service Agreement shall be read in conjunction with the terms of the Principal Agreement.

RECITALS

WHEREAS, the Municipality has requested this Service Agreement to ensure that Violations, as defined herein, are processed efficiently and with minimal administrative burden on the Municipality’s resources and personnel; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

- **Capitalized Terms.** All capitalized terms used here shall have the meaning ascribed to it in the Principal Agreement. The definitions from the Principal Agreement are incorporated herein by reference as if set forth in full. As used in this Service Agreement, “Transaction” means, cumulatively, all correspondence sent by Obvio to the registered owner (or lessee, where applicable) of a vehicle resulting from a single Violation.
- **Violation Processing.** During the Operational Period, Violations shall be processed as follows:
 - All Violations Data shall be stored on the Obvio’s Automated Traffic Law Enforcement System.
 - The Obvio’s Automated Traffic Law Enforcement System shall process Violation Data gathered from the Designated Intersections into a format capable of review by the Authorized Officer within three (3) days of the gathering of the Violation Data in one of the following ways. The method of review shall be in the discretion of the Municipality:
 - The Obvio Automated Traffic Law Enforcement System shall be accessible by the Authorized Agent through a virtual private network in encrypted format by use of a confidential password on any computer equipped with a high-speed internet connection and a web browser; or Obvio shall provide the Authorized Agent with access to the Obvio Automated Traffic Law Enforcement System for the purposes of reviewing the pre-processed Violations Data.
 - Obvio will apply violator name and address details to Citations according to the information supplied by the Secretary of State.

- The Municipality shall cause the Authorized Agent to review the Violation Data and to determine whether a Citation shall be issued with respect to each Potential Violation captured within such Violation Data, and transmit each such determination in the form of an Electronic Signature to Obvio using the software or other applications or procedures provided by Obvio on the Obvio Automated Traffic Law Enforcement System for such purpose, and
- OBVIO HEREBY ACKNOWLEDGES AND AGREES THAT THE DECISION TO ISSUE A CITATION SHALL BE THE SOLE, UNILATERAL AND EXCLUSIVE DECISION OF THE AUTHORIZED AGENT AND SHALL BE MADE IN SUCH AUTHORIZED AGENTS SOLE DISCRETION (A “CITATION DECISION”), AND IN NO EVENT SHALL OBVIO HAVE THE ABILITY OR AUTHORIZATION TO MAKE A CITATION DECISION AND MUNICIPALITY SHALL INDEMNIFY OBVIO AGAINST ALL SUCH CITATION DECISIONS.
- With respect to each Authorized Violation, Obvio shall print and mail a Citation within four (4) days after Obvio’s receipt of the Citation Decision. The following information will be included on all Citations:
 - Registered owner’s name and address
 - Copies of the recorded images depicting the Violation;
 - A statement that the recorded images are evidence of a traffic violation;
 - License plate of vehicle;
 - Violation description; Date, time and location of Violation;
 - Vehicle make (if readily discernible);
 - Information regarding the availability of a hearing to contest the Violation on its merits, specifying the time and manner that such a hearing may be had;
 - The fine imposed, the date of required payment and penalty assessed for late payment;
 - A warning that a failure to pay the penalty imposed, or to timely contest it, is an admission of liability and may result in suspension of the owner’s driving privileges;
 - A statement that the owner may proceed by paying the fine or challenging the fine, by mail (if a non-resident) or by administrative hearing; and
 - A statement that payment of the fine and any applicable late payment penalty shall dispose of the Violation with finality
- Obvio will obtain approval from the Municipality on the form of Citation to be used;
- Obvio shall provide a toll-free telephone number for the purposes of answering citizen inquiries for at least [_____] business hours per week. English and [_____] speaking operators will be available.

- Obvio will provide a full turn key lock box banking service. Obvio will contract with an FDIC member bank for the provision of lockbox services incorporating the collection and banking of fine payments by means of check, money order or credit card transaction. Obvio will provide a full monthly accounting of fine receipts and associated transactions to the Municipality and remit fine proceeds, as determined in Exhibit B of the Principal Agreement, to the Municipality by check or Automated Clearing House transaction no later than the 15th day following each month end.
- Obvio will provide a secure website (_____) offering violators the ability to view still and video images of their violation and an online credit card payment facility.
- Obvio will mail such Transaction notices as may be required by applicable law.
- Obvio will provide the Municipality with hearing evidence packages in line with requirements of the Law.
- Obvio will, at the request of the Municipality and at Obvio's sole expense, establish a file transfer process with the appropriate hearing facility or other Municipality departments as the Municipality requires.
- Upon Obvio's receipt of a written request from the Municipality and in addition to the reports, Obvio shall provide, without cost to the Municipality, reports regarding the processing and issuance of Citations in such format and for such periods as the Municipality may reasonably request; provided, however, that Obvio shall not be obligated to provide in excess of twelve (12) such reports in any given twelve (12) month period without cost to the Municipality.
- During the six (6) month period following the Installation Date and/or upon Obvio's receipt of a written request from the Municipality at least fourteen (14) calendar days in advance of an administrative hearing (or court proceeding, if applicable), Obvio shall provide expert witnesses for use by the Municipality in prosecuting Violations; provided, however, that the Municipality shall either: (i) use reasonable best efforts (using pleadings provided by Obvio), to seek judicial notice, or in lieu of requiring Obvio to provide such expert witnesses; or (ii) provide evidence to Obvio that a trial court in Prince George's County has already ruled in favor of a Defendant on the issue of judicial notice.
- Obvio shall provide training, as per the terms of the Principal Agreement.
- Prosecution and Collection Compensation. The Municipality shall reasonably prosecute Citations and the collection of all fines and penalties in respect thereof, and Obvio shall have the right to receive, and the Municipality shall be obligated to pay, the compensation set forth in Exhibit B of the Principal Agreement.
- Procedure upon Termination. Upon termination of this Service Agreement, Obvio shall, in addition to complying with its duties and obligations in Section 5 of the Principal Agreement, (i) deliver to the Municipality within fourteen (14) days of such termination a final report regarding the issuance of Citations, (ii) promptly deliver to the Municipality a final statement reporting all fees and charges properly owed by the Municipality to Obvio under this Agreement, including Citations issued prior to the termination, and (iii) provide such assistance as the

Municipality may reasonably request from time to time in connection with prosecuting and enforcing Citations issued prior to the termination of the Service Agreement Obvio shall retain its compensation, as provided in Exhibit B of the Principal Agreement, from the fines it collects and the balance shall be promptly paid to the Municipality. Upon the Municipality's collection of unpaid Citations issued by Obvio prior to the termination, the Municipality shall promptly pay Obvio any compensation owed under the Principal Agreement, if any; provided, however, that, effective twelve (12) months after the termination of this Agreement, Obvio shall no longer be entitled to any compensation under this Agreement and all fines collected thereafter shall be retained by the Municipality.

****Execution Page Follows****

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed on the day and year

first above written

Obvio Inc.

Municipality:

By: _____

By: _____

Name: Dhruv Maheshwari

Name: _____

Title:

From: [Mario Chavez](#)
To: [Greg Holcomb](#); [Tracy Stone](#)
Subject: AEDS
Date: Sunday, August 11, 2024 10:03:09 PM

Good morning or evenings;

I am adding the conversation; I have had with Ms. Katie Stem of Mission 1042 in reference to getting AEDS. This is the contact person Chief Beal of Edmonston gave from whom they got there AEDS.

Please let me know what you think. I informed Ms. Stem that I would send you this information and would get back to her.

Good evening Cpl.,

If you don't have a vendor we will use the one we normally use, Rescue-One Training for Life

Did Chief Beale mention the maintenance agreement for the AEDs by chance?

The maintenance agreement is through Rescue-One to ensure that the equipment is inspected and maintained yearly; they can also help you with any replacement supplies you may need. Each AED has a \$350 maintenance fee for the year; totaling \$2,800 for the year for all 8 AEDs. We ask that the department covers the yearly maintenance fee as MISSION 10-42 is covering the cost of the AED Bookbag and the items inside.

Can you confirm that the department can consume the maintenance fee?

Please let me know if you have any questions.

Be safe!

Katie Stem

Mission 10-42

Vice President of Police Relations

katie@mission1042.org

C: 240-586-3927

<https://www.mission1042.org>

On Sun, Aug 11, 2024, 5:42 PM Mario Chavez <mchavez@colmarmanor.org> wrote:

Hello Katie

Around 8 maybe and no we don't have a vender.

Melissa Flores

From: DANIEL BADEN <danielbaden@comcast.net>
Sent: Wednesday, September 25, 2024 3:34 PM
To: Greg Holcomb; Melissa Flores
Subject: Budget Transfer - FY24 - 10/1/24 Meeting

Please add the following budget transfer to the 10/1/24 Agenda:

To approve the following budget transfer to the FY24 Budget:

Account	From	To
5810 Vehicle Maintenance - PW	\$4,200	
5800 Tree Service	1,800	
5750 Mosquito Control	1,000	
5710 Gasoline Town Vehicles	700	
5770 Salaries - PW		\$6,200
5740 Maintenance - PW		1,500

Thanks
Dan Baden

Eyerusalem Yohannes

3413 39th Ave
Brentwood, MD 20722

September 11, 2024

City of Colmar Manor
3701 Lawrence St
Colmar Manor, MD 20722

Subject: Request for Permission to Perform Curb Cut for Driveway Construction

Dear Colmar Manor Town Council,

I hope this letter finds you well. My name is Eyerusalem Yohannes, and I am the homeowner at 3413 39th Ave, Brentwood, MD 20722. I am writing to formally request permission to perform a curb cut in front of my property to accommodate a new driveway that I plan to construct.

I have already obtained an approved permit set from Prince George's County for the driveway construction, and I am now seeking the necessary approval from the City of Colmar Manor to proceed with the curb cut. This modification is essential for providing safe and convenient access to my property.

Please find attached a copy of the approved permit set from the county for your reference. I would greatly appreciate your prompt consideration of this request. If there are any additional requirements or steps I need to follow, please do not hesitate to inform me.

Thank you for your attention to this matter. I look forward to your response and am happy to provide any further information that may be required.

Sincerely,

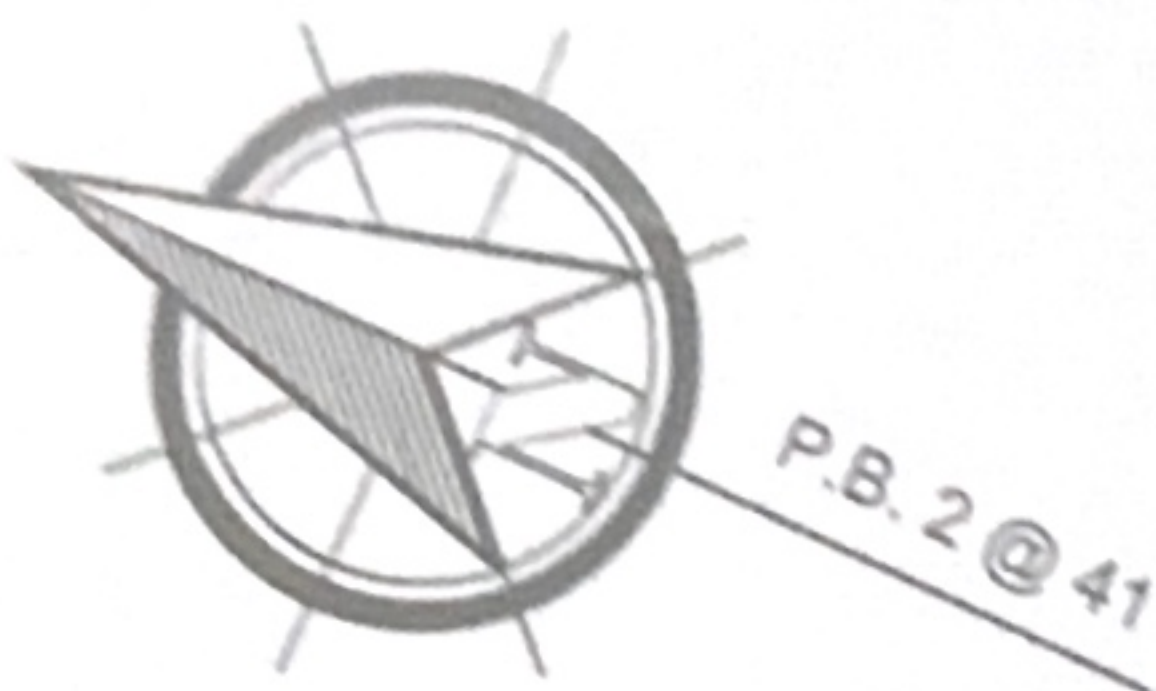
Eyerusalem Yohannes
3413 39th Ave
Brentwood, MD 20722

selamyohannes05@gmail.com

202-644-0469



THE LEVEL OF ACCURACY OF DISTANCES TO APPARENT PROPERTY LINES IS: $2\pm$



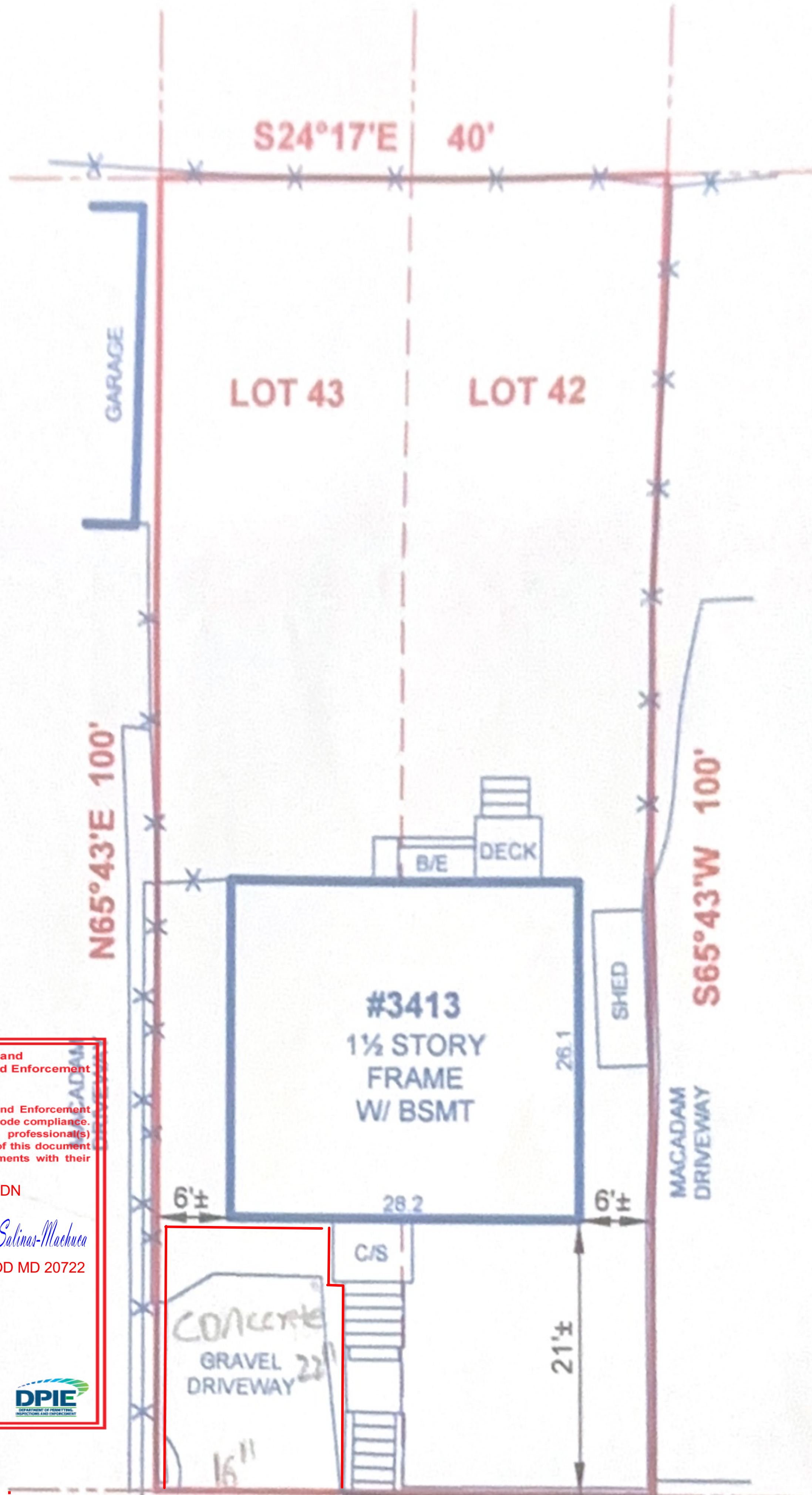
LEGEND:

- FENCE
- B/E - BASEMENT ENTRANCE
- B/W - BAY WINDOW
- BR - BRICK
- BRL - BLDG. RESTRICTION LINE
- BSMT - BASEMENT
- C/S - CONCRETE STOOP
- CONC - CONCRETE
- DAW - DRIVEWAY
- UP - UTILITY POLE
- FR - FRAME
- MAC - MACADAM
- WW - WINDOW WELL
- OH - OVERHANG
- PUe - PUBLIC UTILITY ESMT.
- PIE - PUBLIC IMPROVEMENT ESMT.

COLOR KEY:

- (RED) - RECORD INFORMATION
- (BLUE) - IMPROVEMENTS
- (GREEN) - ESMTS & RESTRICTION LINES

Prince George's County, Maryland
 Department of Permitting, Inspections and Enforcement
APPROVED PERMIT SET
 The Department of Permitting, Inspections and Enforcement has completed a review of this document for code compliance. As required by State Code, the design professional(s) responsible for the preparation and content of this document must provide a record copy of these documents with their original seal, signature and date.
 Case Name: COLMAR MANOR- 1ST ADDN
 Application Number: SIT-00124-2024
 Permit Number: *Charles Salinas-Machera*
 Issuance Date: 8/15/2024
 Address: 3413 39TH AVE BRENTWOOD MD 20722
 Lot(s), Block(s) and Parcel(s): 23
 -3: 1 Maximum Slope Allowed on Residential Property
 -7% Maximum Parking Pad Slope, and
 -12.5% Maximum Driveway Slope,
 -2.5% Minimum Slope Required on Yard or Lawn Areas. 10' in 10' Minimum slope of Pad away from Building is Required.



LOCATION DRAWING OF:
#3413 39TH AVENUE
LOTS 42 & 43, BLOCK 23
 FIRST ADDITION TO
COLMAR MANOR
 PLAT BOOK 2, PLAT 41
 PRINCE GEORGE'S COUNTY, MARYLAND
 SCALE: 1"=20' DATE: 08-01-2024
 DRAWN BY: AP FILE #: 247013-200

Approval for changing existing gravel driveway to concrete & expanding to 16'x22' Driveway. Any Apron work will need to be approved by city of Colmar Manor
 Note: due to change in slope Retaining wall may be required any retaining wall 2' and higher requires a permit

39TH AVENUE

16" by 22" concrete Driveway



SURVEYOR'S CERTIFICATE

I HEREBY STATE THAT I WAS IN RESPONSIBLE CHARGE OVER THE PREPARATION OF THIS DRAWING AND THE SURVEY WORK REFLECTED HEREIN AND IT IS IN COMPLIANCE WITH THE REQUIREMENTS SET FORTH IN REGULATION 12 CHAPTER 08.13.08 OF THE CODE OF MARYLAND ANNOTATED REGULATIONS. THIS SURVEY IS NOT TO BE USED OR RELIED UPON FOR THE ESTABLISHMENT OF FENCES, BUILDING, OR OTHER IMPROVEMENTS. THIS PLAT DOES NOT PROVIDE FOR THE ACCURATE IDENTIFICATION OF PROPERTY BOUNDARY LINES, BUT SUCH IDENTIFICATION MAY NOT BE REQUIRED FOR THE TRANSFER OF TITLE OR SECURING FINANCING OR REFINANCING. THIS PLAT IS OF BENEFIT TO A CONSUMER ONLY INsofar AS IT IS REQUIRED BY A LENDER OR A TITLE INSURANCE COMPANY OR ITS AGENTS IN CONNECTION WITH THE CONTEMPLATED TRANSFER, FINANCING OR REFINANCING. THE LEVEL OF ACCURACY FOR THIS DRAWING IS 2±. NO TITLE REPORT WAS FURNISHED TO NOR DONE BY THIS COMPANY. SAID PROPERTY SUBJECT TO ALL NOTES, RESTRICTIONS AND EASEMENTS OF RECORD. BUILDING RESTRICTION LINES AND EASEMENTS MAY NOT BE SHOWN ON THIS SURVEY. IMPROVEMENTS WHICH IN THE SURVEYOR'S OPINION APPEAR TO BE IN A STATE OF DISREPAIR OR MAY BE CONSIDERED "TEMPORARY" MAY NOT BE SHOWN. IF IT APPEARS ENCROACHMENTS MAY EXIST, A BOUNDARY SURVEY IS RECOMMENDED.

A Land Surveying Company

DULEY
 and
 Associates, Inc.

Serving D.C. and MD.

14604 Elm Street, Upper Marlboro, MD 20772

Phone: 301-888-1111

Fax: 301-888-1114

Email: orders@duley.biz

On the web: www.duley.biz