

# TOWN OF COLMAR MANOR

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## Town Meeting Agenda

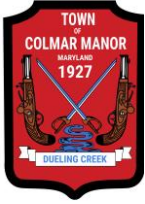
September 17, 2024 – 7:00 PM

1. Call to Order
2. Roll
3. Pledge of Allegiance
4. Approval of the Agenda
5. Presentations:
  - Youth Council Corp Swearing In- Delegate Diana M. Fennell
  - Joseph Pruden from Congressman Glenn Ivey's Office
6. Consent Agenda
  - A. Approval of Minutes
    - 1.) June 4, 2024
    - 2.) June 11, 2024
    - 3.) July 2, 2024
    - 4.) July 9, 2024
    - 5.) September 3, 2024
  - B. Department Operations Reports
    - Town Administrator and Public Works
    - Treasurer's Report
      1. August 2024
    - Public Safety/ Code Compliance
7. Mayor's Report
8. Councilmembers' Reports and Concerns
9. Resident Comments
10. Action (*Residents may provide comments after discussion and before vote for one minute*)
  - A. Unfinished Business
    - Obvio Contract
    - O-01-2025 Automated Stop Sign Enforcement
  - B. New Business
    - 1.) Fiscal Year 2024 Budget Transfers
    - 2.) Acceptance and Budgeting of GOCPP PACT Grant \$35,000
    - 3.) Request for Curb Cut 3413 39<sup>th</sup> Avenue
11. Adjournment

Meeting ID: 826 7950 6698 Passcode: 3611

Join Zoom Meeting

<https://us02web.zoom.us/j/82679506698?pwd=Z2RsRUtQZ2FJaWdYK3pwWIBUTnNEdz09>



# TOWN OF COLMAR MANOR

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## Town Meeting Agenda Septiembre 17, 2024 – 7:00 PM

### 1. Llamada al orden

### 2. Rollo

### 3. Juramento a la Bandera

### 4. Aprobación del orden del día

### 5. Presentaciones:

- Juramentación del Cuerpo del Consejo Juvenil - Delegada Diana M. Fennell
- Joseph Pruden de la oficina del congresista Glenn Ivey

### 6. Orden del día convenido

#### A. Aprobación del Acta

- 1.) 16 de abril de 2024
- 2.) 20 de mayo de 2024
- 3.) 20 de mayo de 2024
- 4.) 4 de junio de 2024
- 5.) 11 de junio de 2024
- 6.) 2 de julio de 2024
- 7.) 9 de julio de 2024
- 8.) septiembre 3, 2024

#### B. Informes de Operaciones del Departamento

- Administrador Municipal y Obras Públicas
- Informe del Tesorero
  1. agosto 2024
- Seguridad Pública / Cumplimiento de Códigos

### 7. Informe del Alcalde

### 8. Informes y preocupaciones de los concejales

### 9. Comentarios de los residentes

### 10. Acción (*Los residentes pueden proporcionar comentarios después de la discusión y antes de votar durante un minuto*)

#### A. Asuntos pendientes

- Contrato Obvio
- O-01-2025 Aplicación Automatizada de Señales de Alto

#### B. Nuevos negocios

- 1.) Transferencias presupuestarias para el año fiscal 2024
- 2.) Aceptación y presupuestación de la subvención PACT de GOCPP \$35,000
- 3.) Solicitud de corte de acera 3413 39th Avenue

### 11.) Aplazamiento

Meeting ID: 826 7950 6698 Passcode: 3611

Join Zoom Meeting

<https://us02web.zoom.us/j/82679506698?pwd=Z2RsRUtQZ2FJaWdYK3pwWIBUTnNEdz09>



# TOWN OF COLMAR MANOR

*A Port Towns Community*  
3701 Lawrence Street  
Colmar Manor, Maryland 20722

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Office (301) 277-4920 \* Fax (301) 699-5245

## **Town Council Work Session June 4, 2024**

### **Minutes**

#### **Call to Order 7:02 P.M.**

**Present:** Mayor Monica Casanas, Councilmember Phillip Emeritz, Councilmember Travonte Jenkins, Councilmember Allison Pages and Councilmember Fanny Roque.

**Staff Present:** Town Administrator Greg Holcomb, Deputy Clerk Melissa Flores, Chief Tracy Stone, Clerk-Treasurer Dan Baden, Public Works Supervisor Al Niemann, Public works employees Aiden Langeberg, Ronald Alston, Kevin Dore, and Project and Office Manager Ilhan Abdi (Virtual)

Councilmember Pages moved to start meeting; Councilmember Emeritz seconded the motion. A voice vote was taken; motion passed.

Councilmember Emeritz moved to approve the agenda; Councilmember Pages seconded the motion. A voice vote was taken; motion passed.

#### **Department Introductions**

Town Employees introduced themselves to new councilmembers.

#### **Codification O-03-2024**

Town Administrator Holcomb introduced ordinance. The ordinance was moved to a future meeting.

#### **Maryland Municipal League Summer Conference**

Mayor Casanas introduced the agenda for MML conference.

#### **Retreat**

Mayor Casanas presented Mayor and Council retreat in July 2024.

**Council Rules**

Town Administrator Holcomb presented documents with all council rules.

**September – December Work Schedule**

Tabled for next meeting.

**Discussion about Summer and Winter Breaks**

Tabled for next meeting.

Councilmember Emeritz moved to table September- December work schedule and Discussion about summer and winter breaks to next council meeting; Councilmember Jenkins seconded the motion. A voice vote was taken; motion passed.

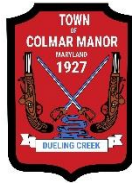
**Closed Session**

Councilmember Pages moved to go into closed session for personnel issues; Councilmember Emeritz seconded the motion. A voice vote was taken; motion passed.

Councilmember Roque moved to leave closed session; Councilmember Pages seconded the motion. A voice vote was taken; motion passed.

**Adjournment**

Councilmember Roque moved to adjourn, Councilmember Pages seconded the motion, a voice vote was taken and the council adjourned at 10:31 PM.



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## **Town Meeting Minutes June 11, 2024 7 PM**

### **Call to Order**

Mayor Casanas called the meeting to order at 7:05 PM.

### **Roll Call**

Mayor Monica Casanas, Councilmember Phillip Emeritz, Councilmember Travonte Jenkins, Councilmember Allison Pages and Councilmember Fanny Rogue.

**Staff:** Chief Tracy Stone, Clerk-Treasurer Dan Baden, Town Administrator Greg Holcomb, and Deputy Clerk Melissa Flores (Virtual).

### **Presentations**

**Delegate Fennel & Senator Augustine** gave presentation of the Lariscy Park Grant check and a check to Kaboom for Yost Park.

**Greenwill Consulting Group** spoke about being Town of Colmar Manor lobbyist and provided a legislative update.

**Kaboom** spoke about upcoming community park project.

**Mayor Casanas** presented Town Scholarship Awards.

### **Approval of Agenda**

Councilmember Jenkins moved to approve the agenda; Councilmember Pages seconded the motion. A voice vote was taken; motion passed.

### **Consent Agenda**

Minutes

1. May 08,2024
2. May 21,2024

### **Reports:**

Public Administrators Report

Public Works Report  
Public Safety Report  
March Financial Report

Councilmember Emeritz had questions on budget line for unreserved and ARPA funds.

Councilmember Jenkins moved to approve the consent agenda; Councilmember Emeritz seconded the motion. A voice vote was taken; motion passed.

### **Mayor's Report**

- Upcoming and past events
- Presented admirative updates and project's

### **Councilmembers' Reports and Concerns:**

**Councilmember Jenkins** informed residence that council have been working together as team to have resident concerns addressed.

**Councilmember Pages** thanked everyone that attended Lariscy Spark event.

Stated she met with Edwin Row a Prince Georges Community outreach specialist and spoke about computer lab project for the Town of Colmar Manor.

Informed residence that she introduced a motion to let residence speak before a voice vote is taken.

**Councilmember Emeritz** stated he has been visiting multiple municipality town meetings.

Thanked town residence for allowing council to attend upcoming MML conference.

**Councilmember Rogue** stated she met with an organization that works with teenagers and love to team up and create an event for town teenagers.

### **Resident Concerns**

**Mr. Perry 41 St** addressed his concern with residents and there not cleaning up after there pet and not having them on their lease.

**Ms. Lee 43<sup>rd</sup> Ave** questioned if a motion has to be made to transfer ARPA Funds budget line and street light outage concern.

**Town Clerk- Treasure** stated motion has to made to move ARPA funds to different budget lines.

**Town Administrator** stated he will contact Pepco because they have informed to town streetlight issue was fixed.

**Gloria Perez 40<sup>th</sup> Ave** addressed concerns of fireworks on July 4<sup>th</sup>

**Mayor Casanas** stated there will police officers patrolling town and reminded all residents fireworks are illegal.

### **Action Items**

## **1. New Business**

### **Town staff winter vacation**

Councilmember Pages moved to approve front office town staff winter break from December 23, 2024 to December 27, 2024; Councilmember Emeritz seconded the motion. A voice vote was taken; motion passed.

### **August Summer Council meeting break**

Councilmember Emeritz moved to approve Summer Council meeting break for the month of August 2024; Councilmember Rogue seconded the motion. A voice vote was taken; motion passed.

### **Unfinished Business**

#### **O-03-2024 Codification**

Councilmember Emeritz moved to approve O-03-2024 Codification; Councilmember Pages seconded the motion. A voice vote was taken; motion passed.

### **Adjournment**

Councilmember Emeritz moved to adjourn. Councilmember Pages seconded the motion. The meeting adjourned at 8:54 PM.



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Office (301) 277-4920 \* Fax (301) 699-5245

**Town Council  
Work Session  
July 2, 2024**

**Minutes**

**Call to Order 7:03 P.M.**

**Present:** Mayor Monica Casanas (Virtual), Councilmember Phillip Emeritz, Councilmember Travonte Jenkins (Virtual 7:29pm), Councilmember Allison Pages(7:19pm) and Councilmember Fanny Roque.

**Staff Present:** Town Administrator Greg Holcomb, Deputy Clerk Melissa Flores, Chief Tracy Stone, and Clerk-Treasurer Dan Baden

Councilmember Emeritz moved to start meeting; Councilmember Roque seconded the motion. A voice vote was taken; motion passed.

Councilmember Emeritz moved to approve the agenda; Councilmember Roque seconded the motion. A voice vote was taken; motion passed.

**Additional Handi-Cap Parking on 43<sup>rd</sup> Ave**

Town Administrator Holcomb presented requested for an additional handicap parking space by resident on 43<sup>rd</sup> Ave. The Council agreed to discuss this further in a broader discussion about parking in town.

**Lariscy Park Survey Contract**

Town Administrator Holcomb presented Lariscy Park Survey Contract.

Councilmember Emeritz moved to approve Lariscy Park Survey Contract; Councilmember Pages seconded the motion. A voice vote was taken; motion passed.

Mayor Casanas moved for a Roll Call Vote.

Roll call vote taken; Motion passed; 4-1, Councilmember Jenkins abstained



### **Automated Stop Sign Camera Enforcement Discussion**

Town Administrator Holcomb discussed the proposed stop sign cameras and asked the Council if they were for consent on moving forward with further information.

### **Fire Department Staffing**

Town Administrator Holcomb shared information received from district fire department about downsizing staff.

### **Council Rules**

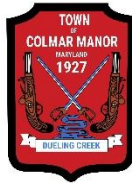
Mayor Casanas introduced changing Work Session meeting day to every first Tuesday of the month and Town Council meeting to every third Tuesday of the month. The Council agreed to make the change through December and revisit the item in January.

### **MML Conference Recap**

The Mayor and Council discussed about their experiences at the conference.

### **Adjournment**

Councilmember Roque moved to adjourn, Councilmember Pages seconded the motion, a voice vote was taken and the council adjourned at 8:43 PM.



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## **Town Meeting Minutes July 09, 2024**

### **Call to Order**

Mayor Casanas called the meeting to order at 7:03 PM.

### **Roll Call**

Mayor Monica Casanas, Councilmember Phillip Emeritz, Councilmember Travonte Jenkins, Councilmember Allison Pages and Councilmember Fanny Rogue.

Staff: Chief Tracy Stone, Clerk-Treasurer Dan Baden (Virtual), Town Administrator Greg Holcomb, and Deputy Clerk Melissa Flores (Virtual).

Councilmember Pages moved to amend agenda and add to presentations President of Brentwood Volunteer Fire Department; Councilmember Emeritz seconded the motion. A voice vote was taken; motion passed.

### **Presentations**

Mr. Broadus from the Brentwood Fire Department provided information about the volunteer staffing changes being made in the district.

### **Approval of Agenda**

Councilmember Pages moved to approve the agenda; Councilmember Emeritz seconded the motion. A voice vote was taken; motion passed.

### **Consent Agenda**

Minutes

1. May 08,2024
2. May 21,2024

### **Reports:**

Public Administrators Report  
Public Works Report  
Public Safety Report  
March Financial Report

Councilmember Jenkins moved to approve the consent agenda; Councilmember Emeritz seconded the motion. A voice vote was taken; motion passed.

### **Mayor's Report**

- Upcoming and past events
- Presented admirative updates and project's

### **Councilmembers' Reports and Concerns:**

**Councilmember Jenkins** presented received neighborhood watch committee announcements.

**Councilmember Pages** thanked the town for allowing her to attend the MML conference and shared everything she learned and the meetings she attended.

**Councilmember Emeritz** spoke about past events and wanting create a LGBTQ committee in the future.

Thanked the town for allowing her to attend the MML conference and shared everything she learned and the meetings she attended.

Delivered personal announcement

**Councilmember Rogue** thanked the town for allowing her to attend the MML conference and shared everything she learned and the meetings she attended.

Stated she would like to have a back-to-school event in Ward 4.

Addressed resident concerns.

### **Resident Concerns**

None

### **Action Items**

#### **1. New Business**

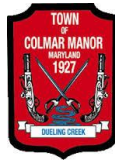
None

#### **2. Unfinished Business**

None

### **Adjournment**

Councilmember Emeritz moved to adjourn. Councilmember Jenkins seconded the motion. The meeting adjourned at 8:14 PM.



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Office (301) 277-4920 \* Fax (301) 699-5245

**Town Council  
Work Session  
September 3, 2024  
Minutes**

**Call to Order 7:02 P.M.**

**Present:** Mayor Monica Casanas , Councilmember Phillip Emeritz, Councilmember Travonte Jenkins , Councilmember Allison Pages and Councilmember Fanny Roque.

**Staff Present:** Town Administrator Greg Holcomb, Deputy Clerk Melissa Flores, Chief Tracy Stone, and Clerk-Treasurer Dan Baden

**Planning Assistance to Municipalities and Communities Presentation and Discussion for upcoming project**

Conner Klein, a planner from the Maryland National Capital Park and Planning Commission, presented on their Planning Assistance to Municipalities and Communities Program. The Council was asked to think through potential projects to discuss at the October Work Session.

**Council Work Schedule**

The mayor and council reviewed the work schedule for the upcoming months.

**Acceptance of the Governor's Office of Crime Prevention PRAR-2025-0036, Colmar Manor PD Recruitment and Incentive Program Grant**

Councilmember Emeritz moved to to accept PRAR-2025-0036, Colmar Manor PD Recruitment and Incentive Program in the amount of \$5,000 and designate revenue and expense accounts for the Colmar Manor PD recruitment and incentive program in the amount of \$5,000; Councilmember Pages seconded the motion.

Mayor Casanas moved for a Roll Call Vote.

Roll call vote taken; Motion passed; 5-0

**Acceptance and budgeting of DHCD Community Health and Safety mural art grant in the amount of \$81,500**

Councilmember Pages moved to accept DHCD Health and Safety placemaking grant in the

amount of \$81,500 and designate revenue and expense accounts for the DHCD Health and Safety placemaking grant in the amount of \$81,500; Councilmember Roque seconded the motion.

Mayor Casanas moved for a Roll Call Vote.

Roll call vote taken; Motion passed; 5-0

#### **Budget adjustment for \$50,000 Community Legacy Grant**

Councilmember Emeritz moved to amend the FY 2025 budget to designate a Community Legacy Grant revenue and expense accounts in the amount of \$50,000; Councilmember Pages seconded the motion.

Mayor Casanas moved for a Roll Call Vote.

Roll call vote taken; Motion passed; 5-0

#### **EcoSite Engineering - preliminary engineering feasibility study proposal**

Mr. Holcomb presented the proposal and stated this was for Phase III of the Green Street. The funding will come from the received Community Legacy Grant.

Councilmember Pages moved to authorize the Town Administrator to sign the contract with EcoSite Engineering for engineering of the Newark Road Green Street in the amount of \$12,020.00; Councilmember Rouq seconded the motion.

Mayor Casanas moved for a Roll Call Vote.

Roll call vote taken; Motion passed; 5-0

#### **Walkable Watershed Project- allocation of funds to meet match requirements**

Administrator Holcomb provided details on the Walkable Watershed Project and requested \$2,000 for rain barrels to mee the match requirement for the grant. Council requested further information and future discussion.

#### **AED Rental**

Administrator Holcomb provided details on an AED program with non-profit Mission 10-42. Council requested further discussion.

#### **Hall Rental Fee Change**

Councilmember Emeritz moved to pass R-01-2025 Hall Rental Fees Adjustments; Councilmember Pages seconded the motion.

Mayor Casanas moved for a Roll Call Vote.

Roll call vote taken; Motion passed; 5-0

#### **Automated Stop Sign Ordinance**

Councilmember Emeritz moved to introduce Ordinance O-01-2025 STOP SIGN MONITORING SYSTEMS, FINES, & RELATED FEES; Councilmember Pages seconded the motion.

Mayor Casanas moved for a Roll Call Vote.

Roll call vote taken; Motion passed; 5-0

### **Obvio Contract**

Town Administrator Holcomb presented proposed contract. Council requested further discussion.

### **Community Funding Requests**

- **End Time Harvest Ministry request for reinstated funding**

Councilmember Pages moved to provide End Time Harvest Ministries with a \$2,000.00 grant; Councilmember Roque seconded the motion.

Mayor Casanas moved for a Roll Call Vote.

Roll call vote taken; Motion passed; 4-1, Councilmember Emeritz voted no.

Councilmember Jenkins moved to transfer \$2,000.00 to account 5135 ETHM Youth Development Program from the Unreserved Funds; Councilmember Pages seconded the motion.

Mayor Casanas moved for a Roll Call Vote.

Roll call vote taken; Motion passed; 4-1, Councilmember Emeritz voted no.

- **A Cat's Life Rescue**

Town Administrator Holcomb provided details on Cat's Life Rescue. Council requested further discussion.

### **Handicap Parking Spots**

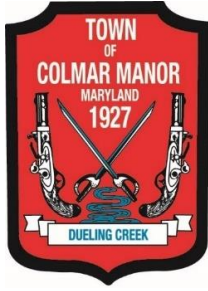
Mayor Casanas presented resident Handicap Parking request. Council requested further discussion.

### **Code enforcement Classes**

Mayor Casanas informed council of upcoming Code enforcement classes.

### **Adjournment**

Councilmember Emeritz moved to adjourn, Councilmember Pages seconded the motion, a voice vote was taken and the council adjourned at 9:31 PM.



# TOWN OF COLMAR MANOR

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## Town Administrator Report August 2024

### Projects

#### Infrastructure

**Dueling Creek Heritage Trail:** The ramp structure design is moving through the permitting process. We have a meeting scheduled next week because it has been determined that we may need an archeologist as part of the process because the location is being deemed potentially historic due to the Battle of Bladensburg.

**Lariscy Park:** Pepco has started the process to install electricity at the site.

**Street Mural Project:** Staff is preparing an RFQ for artists to guide the mural design process. Additionally, staff has begun looking into lighting design companies.

**Stop Sign Camera:** Contract and ordinance are before the council. Chief Stone met with Obvio to identify other potential locations for cameras.

**Speed Cameras:** The electric meter has been installed at McDonalds and will be active for citations on September 23<sup>rd</sup>.

#### Programs

**America In Bloom:** In two weeks, I will be attending the AIB Symposium in Columbus, Ohio.

**CEEJH- The Center for Community Engagement, Environmental Justice, and Health (CEEJH) at the University of Maryland School of Public Health:** Awaiting grant funding.

**Joe's Movement Emporium:** Connected Joe's with the Neighborhood Design Center to identify types of trees and locations. NDC is doing a tree inventory and report for Colmar Manor and can assist in determining where we need to improve tree canopy.

**MNCPPC:** No updates

#### Governance

**Charter Review:** Future Work Session discussion.

**Code Enforcement:** No updates.

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**Software:** Staff are testing Odoo, a business software, that can help manage hall rentals, bus rides, purchase orders, and many other functions for the front office.

**Town Hall:** Met with Verkada representative for a walk through of the building to discuss a new door entrance system, and security upgrades.

**Staff:** Most of the staff performance reviews have been completed.

### **Grants**

**Capital Funding from the State of Maryland:** The Mayor and I will be meeting with Greenwill to clarify next steps regarding receiving the funds.

**Community Development Block Grant Funds:** The town applied for CDBG funds to pave a variety of areas identified by Public Works and myself. The funds have been included in the county's CDBG program for FY25. Request of \$222,668. This bill is still moving through the County Council.

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# Public Works Report

## Town Hall:

- Regular maintenance.
- Stove ignitor was replaced.
- Town's floor scrubber is out for repair and expected back soon.

## General Maintenance:

- Emptying trash receptacles three times a week.
- Litter cleanup around fast food restaurants and trash receptacles.
- Filling, emptying and maintaining the dog waste stations.
- Cleaning and maintaining the rental facilities at town hall.
- Removing e-bikes and scooters and placing them at the future e-bike station at 40<sup>th</sup> and Bladensburg.
- Landscaping and maintenance in town parks.
- Cleaning of storm drains.
- Follow trash truck weekly to collect trash that falls out.
- Fixing town trash receptacles that are in disrepair.

## Vehicles:

- F-250 Truck taken in for
- Senior Bus repaired for

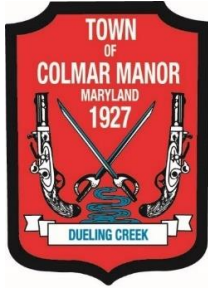
## Events:

- Setup and take down for:
  - National Night Out
  - Hispanic Heritage Market

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# CIUDAD DE COLMAR MANOR

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## Informe del administrador de la ciudad Agosto 2024

### Proyectos

#### Infraestructura

**Sendero patrimonial de Dueling Creek:** el diseño de la estructura de la rampa está pasando por el proceso de obtención de permisos. Tenemos una reunión programada para la próxima semana porque se ha determinado que podríamos necesitar un arqueólogo como parte del proceso. Después de todo, el lugar se considera potencialmente histórico debido a la Batalla de Bladensburg.

**Parque Lariscy:** Pepco ha comenzado a instalar electricidad en el sitio.

**Proyecto de mural callejero:** el personal está preparando una solicitud de cotización para que los artistas guíen el proceso de diseño del mural. Además, el personal ha comenzado a buscar empresas de diseño de iluminación.

**Cámara de señal de stop:** el contrato y la ordenanza están ante el consejo. El jefe Stone se reunió con Obvio para identificar otras posibles ubicaciones para las cámaras.

**Cámaras de velocidad:** se ha instalado el medidor eléctrico en McDonald's y estará activo para multas el 23 de septiembre.

#### Programas

**America In Bloom:** asistiré al Simposio AIB en Columbus, Ohio, en dos semanas.

**CEEJH:** el Centro para la participación comunitaria, la justicia ambiental y la salud (CEEJH) en la Facultad de Salud Pública de la Universidad de Maryland: a la espera de la financiación de la subvención. Joe's Movement Emporium: Conectó a Joe's con el Neighborhood Design Center para identificar los tipos de árboles y las ubicaciones. NDC está realizando un inventario y un informe de árboles para Colmar Manor y puede ayudar a determinar dónde debemos mejorar la cubierta arbórea.

**MNCPPC:** Sin actualizaciones

#### Gobernanza

**Revisión de la Carta:** Discusión de la sesión de trabajo futura.

**Cumplimiento del código:** Sin actualizaciones.

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**Software:** El personal está probando Odoo, un software empresarial, que puede ayudar a administrar alquileres de salones, viajes en autobús, órdenes de compra y muchas otras funciones para la oficina principal.

**Ayuntamiento:** Se reunió con un representante de Verkada para realizar un recorrido por el edificio para analizar un nuevo sistema de entrada con puerta y mejoras de seguridad.

**Personal:** Se han completado la mayoría de las evaluaciones de desempeño del personal.

### **Subvenciones**

**Financiamiento de capital del estado de Maryland:** El alcalde y yo nos reuniremos con Greenwill para aclarar los próximos pasos con respecto a la recepción de los fondos.

**Fondos de subvención en bloque para el desarrollo comunitario:** La ciudad solicitó fondos CDBG para pavimentar una variedad de áreas identificadas por Obras Públicas y por mí. Los fondos se han incluido en el programa CDBG del condado para el año fiscal 2025. Solicitud de \$222,668. Este proyecto de ley aún se está tramitando en el Consejo del Condado.

### **Informe de obras públicas**

#### **Ayuntamiento:**

- Mantenimiento regular.
- Se reemplazó el encendedor de la estufa.
- La fregadora de pisos de la ciudad está fuera de servicio por reparación y se espera que regrese pronto.

#### **Mantenimiento general:**

- Vaciado de los contenedores de basura tres veces por semana.
- Limpieza de basura alrededor de los restaurantes de comida rápida y contenedores de basura.
- Llenado, vaciado y mantenimiento de las estaciones de desechos de perros.
- Limpieza y mantenimiento de las instalaciones de alquiler en el ayuntamiento.
- Retiro de bicicletas eléctricas y patinetes y colocación de ellos en la futura estación de bicicletas eléctricas en 40th y Bladensburg.
- Paisajismo y mantenimiento en los parques de la ciudad.
- Limpieza de desagües pluviales.
- Seguir al camión de basura semanalmente para recolectar la basura que se cae.
- Reparación de los contenedores de basura de la ciudad que están en mal estado.

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**Vehículos:**

- Se recogió una camioneta F-250 para
- Se reparó un autobús para personas mayores para

**Eventos:**

- Montaje y desmontaje para:
  - o National Night Out
  - o Mercado de la Herencia Hispana

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**Town of Colmar Manor  
Treasurer's Report  
July through August 2024**

	Jul - Aug 24	Budget	\$ Over Budget	% of Budget
<b>Income</b>				
4000 · Real estate taxes	20,639.23	1,060,480.00	(1,039,840.77)	1.9%
4010 · Personal property taxes	8,931.93	78,402.00	(69,470.07)	11.4%
4020 · Penalties & interest	0.00	2,500.00	(2,500.00)	0.0%
4030 · Highway users	0.00	82,268.00	(82,268.00)	0.0%
4040 · Income taxes	0.00	150,000.00	(150,000.00)	0.0%
4050 · Traders license - state	0.00	2,000.00	(2,000.00)	0.0%
4060 · Admissions & amusement tax	0.00	100.00	(100.00)	0.0%
4070 · Landfill rebate	0.00	3,484.00	(3,484.00)	0.0%
4090 · Cable TV income	0.00	9,000.00	(9,000.00)	0.0%
4100 · Cable TV - capital equipment	0.00	5,200.00	(5,200.00)	0.0%
4101 · Credit Card Processing Fee	(40.74)	100.00	(140.74)	(40.7)%
4103 · Lariscy Park Rental Income	1,380.00	2,500.00	(1,120.00)	55.2%
4110 · License & permits - town	0.00	1,000.00	(1,000.00)	0.0%
4120 · Interest income	4,159.23	60,000.00	(55,840.77)	6.9%
4130 · Police grant state aid	0.00	41,588.00	(41,588.00)	0.0%
4150 · Seniors van income	281.25	2,000.00	(1,718.75)	14.1%
4151 · Senior Van Income - Bladensburg	0.00	45,000.00	(45,000.00)	0.0%
4152 · Senior Club Income - R&S	130.00	1,000.00	(870.00)	13.0%
4160 · Rental income	15,190.00	90,000.00	(74,810.00)	16.9%
4180 · Miscellaneous income	65.00	1,000.00	(935.00)	6.5%
4220 · Donations	600.00	2,500.00	(1,900.00)	24.0%
4230 · Bank stock	0.00	59.00	(59.00)	0.0%
4271 · Red Light Camera Violations	1,400.00	20,000.00	(18,600.00)	7.0%
4279 · Vacant House Registration	0.00	900.00	(900.00)	0.0%
4299 · Community Garden Income	76.80	1,200.00	(1,123.20)	6.4%
4500 · Police Revenues				
4270 · Police Citations	1,625.00	6,000.00	(4,375.00)	27.1%
4280 · Code Enforcement Violations	250.00	1,000.00	(750.00)	25.0%
4282 · Police Reports (Acc & Incident)	10.00	200.00	(190.00)	5.0%
4285 · Vehicle Release Fee	400.00	2,000.00	(1,600.00)	20.0%
4286 · Flagging Fees	50.00	400.00	(350.00)	12.5%
<b>Total 4500 · Police Revenues</b>	<b>2,335.00</b>	<b>9,600.00</b>	<b>(7,265.00)</b>	<b>24.3%</b>
4605 · Recreation Income - Class Fees	360.00	1,500.00	(1,140.00)	24.0%
4606 · Recreation Income - Other	0.00	100.00	(100.00)	0.0%
4610 · Sale of Solar Credits	0.00	5,400.00	(5,400.00)	0.0%
4650 · ARP Revenues				
4653 · ARP - Reserved	0.00	250,559.00	(250,559.00)	0.0%
<b>Total 4650 · ARP Revenues</b>	<b>0.00</b>	<b>250,559.00</b>	<b>(250,559.00)</b>	<b>0.0%</b>
<b>4700 · Unreserved Fund Balance</b>	<b>0.00</b>	<b>896,550.00</b>	<b>(896,550.00)</b>	<b>0.0%</b>
<b>Total Income</b>	<b>55,507.70</b>	<b>2,825,990.00</b>	<b>(2,770,482.30)</b>	<b>2.0%</b>
<b>Gross Profit</b>	<b>55,507.70</b>	<b>2,825,990.00</b>	<b>(2,770,482.30)</b>	<b>2.0%</b>

**Town of Colmar Manor**  
**Treasurer's Report**  
 July through August 2024

	Jul - Aug 24	Budget	\$ Over Budget	% of Budget
<b>Expense</b>				
5000 · General government expenditures				
5010 · Accounting & auditing	0.00	10,500.00	(10,500.00)	0.0%
5020 · Advertising	0.00	1,000.00	(1,000.00)	0.0%
5030 · Anacostia Trailway	0.00	400.00	(400.00)	0.0%
5082 · Colmar Manor Day	600.00	2,000.00	(1,400.00)	30.0%
5090 · Convention & travel	150.00	15,000.00	(14,850.00)	1.0%
5106 · Direct Deposit Fees	0.00	1,000.00	(1,000.00)	0.0%
5120 · Dues & subscriptions	1,850.00	4,665.00	(2,815.00)	39.7%
5195 · IT Expenditures	470.00	12,500.00	(12,030.00)	3.8%
5197 · Interpreter Services	360.00	4,000.00	(3,640.00)	9.0%
5198 · Larissey Park Gant - CP&P	4,550.00			
5210 · Legal Counsel	262.50	7,500.00	(7,237.50)	3.5%
5220 · Lobbyist	750.00	9,000.00	(8,250.00)	8.3%
5240 · Night out	546.52	1,000.00	(453.48)	54.7%
5250 · Office expenses	880.70	13,015.00	(12,134.30)	6.8%
5251 · Office Expense - Copier Maint.	313.08	2,500.00	(2,186.92)	12.5%
5260 · Office expense-mayor & council	230.05	3,000.00	(2,769.95)	7.7%
5270 · Payroll taxes - mayor & council	433.50	2,610.00	(2,176.50)	16.6%
5280 · Port town - CDC	0.00	2,000.00	(2,000.00)	0.0%
5300 · Port town projects	0.00	1,000.00	(1,000.00)	0.0%
5320 · Retirement	3,746.48	30,000.00	(26,253.52)	12.5%
5330 · Salary - general government	25,802.66	181,314.00	(155,511.34)	14.2%
5340 · Salary - mayor & council	3,116.66	34,000.00	(30,883.34)	9.2%
5350 · Scholarship fund	0.00	1,500.00	(1,500.00)	0.0%
5370 · Special events	600.00	1,500.00	(900.00)	40.0%
5380 · Telephone	818.34	11,000.00	(10,181.66)	7.4%
5410 · Training	0.00	1,000.00	(1,000.00)	0.0%
5430 · Unemployment costs	0.00	500.00	(500.00)	0.0%
5835 · Website Maint. / Communications	669.16	9,295.00	(8,625.84)	7.2%
<b>Total 5000 · General government expenditures</b>	<b>46,149.65</b>	<b>362,799.00</b>	<b>(316,649.35)</b>	<b>12.7%</b>
5500 · Payroll taxes & benefits - GG				
5510 · Payroll taxes - general govt.	3,453.73	13,871.00	(10,417.27)	24.9%
5520 · Insurance - health	15,915.65	78,649.00	(62,733.35)	20.2%
5530 · Insurance - life	191.25	2,295.00	(2,103.75)	8.3%
5540 · Insurance - workers comp	0.00	646.00	(646.00)	0.0%
<b>Total 5500 · Payroll taxes &amp; benefits - GG</b>	<b>19,560.63</b>	<b>95,461.00</b>	<b>(75,900.37)</b>	<b>20.5%</b>
5550 · Senior van operations				
5560 · Insurance w/comp seniors	0.00	2,344.00	(2,344.00)	0.0%
5570 · Payroll taxes - seniors van	392.21	2,433.00	(2,040.79)	16.1%
5580 · Salary - seniors van	4,219.50	31,807.00	(27,587.50)	13.3%
5590 · Senior van expenditures	2,377.42	12,000.00	(9,622.58)	19.8%
<b>Total 5550 · Senior van operations</b>	<b>6,989.13</b>	<b>48,584.00</b>	<b>(41,594.87)</b>	<b>14.4%</b>

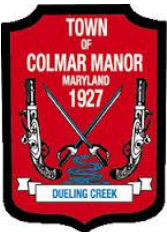
# Town of Colmar Manor Treasurer's Report July through August 2024

	Jul - Aug 24	Budget	\$ Over Budget	% of Budget
<b>5600 · Code enforcement</b>				
5610 · Salary - code enforcement	3,928.75	27,040.00	(23,111.25)	14.5%
5620 · Payroll taxes-code enforcement	371.97	2,069.00	(1,697.03)	18.0%
5630 · Code enforcement expenses	3,008.06	4,900.00	(1,891.94)	61.4%
<b>Total 5600 · Code enforcement</b>	<b>7,308.78</b>	<b>34,009.00</b>	<b>(26,700.22)</b>	<b>21.5%</b>
<b>5700 · Public works</b>				
5710 · Gasoline town vehicles	254.30	6,000.00	(5,745.70)	4.2%
5720 · Insurance - auto	1,576.00	2,000.00	(424.00)	78.8%
5730 · Insurance - workers comp.	0.00	10,730.00	(10,730.00)	0.0%
5732 · Labor MD Dept. of Public Safety	0.00	5,500.00	(5,500.00)	0.0%
5740 · Maintenance expenses	2,744.83	10,000.00	(7,255.17)	27.4%
5760 · Payroll taxes - public works	(3,348.69)	11,137.00	(14,485.69)	(30.1)%
5770 · Salary - public works	22,252.45	145,585.00	(123,332.55)	15.3%
5772 · Salary - Trash Picker	4,328.80			
5780 · Street Lighting - Electric	266.50	30,000.00	(29,733.50)	0.9%
5790 · Tipping fees	0.00	300.00	(300.00)	0.0%
5800 · Tree service	0.00	2,000.00	(2,000.00)	0.0%
5810 · Vehicle maintenance	0.00	4,000.00	(4,000.00)	0.0%
5830 · Waste collection	0.00	122,350.00	(122,350.00)	0.0%
<b>Total 5700 · Public works</b>	<b>28,074.19</b>	<b>349,602.00</b>	<b>(321,527.81)</b>	<b>8.0%</b>
<b>5850 · Community Center/ Town Hall</b>				
5105 · Debt Service	0.00	153,850.00	(153,850.00)	0.0%
5855 · Cable - TV	236.10	1,500.00	(1,263.90)	15.7%
5860 · Electric	3,820.10	30,000.00	(26,179.90)	12.7%
5865 · Gas - Heat	125.03	6,000.00	(5,874.97)	2.1%
5871 · Insurance Bldg - 3701	12,610.00	12,000.00	610.00	105.1%
5872 · Maintenance - CMCC	4,819.14	35,000.00	(30,180.86)	13.8%
5876 · Service Contracts	850.00	11,000.00	(10,150.00)	7.7%
5880 · Water - WSSC - CMCC	179.77	2,100.00	(1,920.23)	8.6%
<b>Total 5850 · Community Center/ Town Hall</b>	<b>22,640.14</b>	<b>251,450.00</b>	<b>(228,809.86)</b>	<b>9.0%</b>
<b>5900 · Public Safety</b>				
5902 · Background/Exams/Training	0.00	3,000.00	(3,000.00)	0.0%
5904 · Communications	375.21	4,000.00	(3,624.79)	9.4%
5906 · Gasoline - Police	908.60	16,000.00	(15,091.40)	5.7%
5909 · Insurance - Auto & G/L	10,893.00	11,500.00	(607.00)	94.7%
5911 · Body & In-Car Cameras	0.00	2,300.00	(2,300.00)	0.0%
5912 · Community Outreach	0.00	500.00	(500.00)	0.0%
5915 · Bicycle Patrol	0.00	200.00	(200.00)	0.0%
5918 · DHCD Safety Grant - Pol Sal/Ben	2,962.05			
5920 · Insurance - workers comp.	0.00	34,251.00	(34,251.00)	0.0%
5925 · Office Expense - Police	137.37	1,900.00	(1,762.63)	7.2%
5930 · Operating expenses - police	332.29	1,000.00	(667.71)	33.2%
5940 · Payroll taxes - police	5,984.92	27,786.00	(21,801.08)	21.5%

# Town of Colmar Manor Treasurer's Report July through August 2024

	Jul - Aug 24	Budget	\$ Over Budget	% of Budget
5945 · Police Equipment	3,054.72	8,900.00	(5,845.28)	34.3%
5954 · Red Light Camera Citations	468.75	6,200.00	(5,731.25)	7.6%
5960 · Salary - police	58,733.59	363,212.00	(304,478.41)	16.2%
5975 · Santa With A Badge	0.00	650.00	(650.00)	0.0%
5983 · Training	0.00	2,000.00	(2,000.00)	0.0%
5985 · Travel & Dues	0.00	3,000.00	(3,000.00)	0.0%
5986 · Uniforms	0.00	2,000.00	(2,000.00)	0.0%
5988 · Vehicle Maintenance	386.06	10,000.00	(9,613.94)	3.9%
5990 · Fire department - donation	0.00	2,000.00	(2,000.00)	0.0%
<b>Total 5900 · Public Safety</b>	<b>84,236.56</b>	<b>500,399.00</b>	<b>(416,162.44)</b>	<b>16.8%</b>
<b>6000 · Recreation Center Operations</b>				
6005 · Salaries - Recreation	4,785.00	26,000.00	(21,215.00)	18.4%
6010 · P/R Taxes - Recreation	83.53	3,000.00	(2,916.47)	2.8%
6015 · Recreation Supplies	370.21	2,000.00	(1,629.79)	18.5%
6016 · Rec. council - Holiday Events	1,864.34	9,000.00	(7,135.66)	20.7%
6017 · Rental Expense	2,245.53	24,300.00	(22,054.47)	9.2%
6020 · Class Instructors	216.00	795.00	(579.00)	27.2%
<b>Total 6000 · Recreation Center Operations</b>	<b>9,564.61</b>	<b>65,095.00</b>	<b>(55,530.39)</b>	<b>14.7%</b>
<b>6040 · Clubs &amp; Committees</b>				
5083 · Community Garden	0.00	4,000.00	(4,000.00)	0.0%
6042 · Green Team	1,534.80	500.00	1,034.80	307.0%
6043 · Hispanic Outreach	0.00	500.00	(500.00)	0.0%
6044 · Animal Welfare	0.00	500.00	(500.00)	0.0%
6046 · Neighborhood Watch	0.00	500.00	(500.00)	0.0%
6047 · R&S Senior Club	421.38	2,618.00	(2,196.62)	16.1%
<b>Total 6040 · Clubs &amp; Committees</b>	<b>1,956.18</b>	<b>8,618.00</b>	<b>(6,661.82)</b>	<b>22.7%</b>
<b>6210 · Unreserved Funds</b>				
6300 · American Rescue Plan	0.00	996,352.00	(996,352.00)	0.0%
6353 · Town Administrator - ARPA	14,866.43	108,621.00	(93,754.57)	13.7%
6358 · Single Audit - ARPA	0.00	5,000.00	(5,000.00)	0.0%
<b>Total 6300 · American Rescue Plan</b>	<b>14,866.43</b>	<b>113,621.00</b>	<b>(98,754.57)</b>	<b>13.1%</b>
<b>6400 · Recreation Grant - GOCCP</b>				
6410 · Rec. Salaries & Ben. - GOCC	236.20			
6415 · Administrative Cost - GOCCP	82.96			
6420 · Supplies - GOCCP	726.52			
<b>Total 6400 · Recreation Grant - GOCCP</b>	<b>1,045.68</b>			
<b>Total Expense</b>	<b>242,391.98</b>	<b>2,825,990.00</b>	<b>(2,583,598.02)</b>	<b>8.6%</b>
<b>Net Income</b>	<b>(186,884.28)</b>	<b>0.00</b>	<b>(186,884.28)</b>	<b>100.0%</b>





Monica Casañas  
Mayor

# Colmar Manor Police Department

3701 Lawrence Street  
Colmar Manor, Maryland  
20722

Office (301) 779-5491 \* Fax (301) 779-3483



Tracy D. Stone  
Chief of Police

## Police Report – July & August 2024

An overview of the calls for police service in the Town of Colmar Manor as well as Code Enforcement during the months of July and August 2024 begin on page 2.

This is a combined monthly report as we did not have a meeting in August.

Tracy D. Stone  
Chief of Police



Thank you to everyone who helped to make the Colmar Manor / Cottage City National Night Out on August 6<sup>th</sup> a huge success!! From our law enforcement partners . . . to our fire department partners . . . to our volunteers . . . to our elected officials . . . to our local organizations . . . to our business community . . . and most importantly our residents! A great example of partnership between our police officers and the community.



## Town of Colmar Manor

### Police Service Calls

July 2024

August 2024

Incident Type	Total
911 DISCONNECT	14
ACCIDENT	2
ADDED INFORMATION	1
ARMED PERSON	1
ARMED PERSON REPORT	1
ASSIST FIRE EMS	1
BREAK IN IN PROGRESS	1
CHECK WELFARE	2
CHECK WELFARE w/ FIRE DEPT	3
CHECK WELFARE MENTAL	2
CHILD CUSTODY	1
DISORDERLY	15
DISPUTE W/ WEAPONS	1
DOMESTIC	1
FAMILY DISPUTE	2
FIGHT	1
FOUND	1
HIT AND RUN	1
LOCK OUT	1
LOUD MUSIC COMPLAINT	1
MISC CALLS	2
MISC POLICE INCIDENT	5
OVERDOSE	1
PARTY COMPLAINT	2
PREMISE CHECK	3
PROPERTY ALARM COMMERCIAL	1
SHOPLIFTING	1
MENTAL DISORDER	1
STOLEN VEH	1
SUBJECT STOP	2
SUSPICIOUS AUTO	9
SUSPICIOUS OCC AUTO	1
SUSPICIOUS PERSON	1
TRAFFIC STOP	12
TEXT REQUEST FOR EMER SERV	1
THEFT FROM AUTO	1
THEFT JUST OCCURRED	2
THEFT REPORT	1
TRAFFIC COMPLAINT	1
UNKNOWN TROUBLE	4
VANDALISM	1
VEHICLE ACCIDENT	2
<b>Total Calls --&gt;</b>	<b>108</b>

Incident Type	Total
911 DISCONNECT	13
ACCIDENT	4
ANIMAL COMPLAINT	1
ARMED PERSON	1
ASSIST	1
BREAK IN IN PROGRESS	1
CHECK WELFARE	3
CHECK WELFARE w/ FIRE DEPT	1
DISORDERLY	18
DOMESTIC	1
FAMILY DISPUTE	2
FIGHT	1
FRAUD	4
HIT AND RUN	3
LOST PROPERTY	2
LOUD MUSIC COMPLAINT	2
MISC POLICE INCIDENT	7
NOISE COMPLAINT	1
NOTIFICATION	1
PARTY COMPLAINT	3
PREMISE CHECK	13
STOLEN VEH	1
SUBJECT STOP	2
SUSPICIOUS AUTO	2
SUSPICIOUS OCCUPIED AUTO	1
SUSPICIOUS PERSON	7
TRAFFIC STOP	18
TEXT REQUEST FOR EMER SERV	1
THEFT JUST OCCURRED	2
THEFT REPORT	4
THREATS COMPLAINT	4
TRAFFIC COMPLAINT	4
TRESPASSING COMPL	3
UNKNOWN TROUBLE	3
VANDALISM	2
<b>Total Calls --&gt;</b>	<b>137</b>

**Town of Colmar Manor  
July 2024 Police Reports**

<b>Case No</b>	<b>Date</b>	<b>Incident</b>	<b>Location</b>	<b>Details</b>
24-0038871	07/04/2024	THEFT FROM AUTO	4000blk Newton St	On 07/04/2024 at 01:23 AM property was reported stolen from an unlocked vehicle in the 4000blk of Newton St.
24-0039004	07/04/2024	TRAFFIC STOP / DUI ARREST	3700blk MONROE ST	On 07/04/2024 at 7:33 &M a vehicle was stopped in the 3700blk of Monroe St. The driver was arrested for driving under the influence and the vehicle impounded.
24-0039173	07/05/2024	VANDALISM	4000blk Newton St	On 07/05/2024 at 1:22 PM a vehicle window was reported broken in the 4000blk of Newton St.
24-0040100	07/09/2024	TRAFFIC STOP / IMPOUND	4307 Bladensburg Rd Nb	On 07/09/2024 at 7:53 PM a vehicle was stopped for a traffic violation in the 4300blk of Bladensburg Rd. Citations were issued for registration violations and a revoked drivers license. The vehicle was impounded.
24-0040269	07/10/2024	TRAFFIC STOP / IMPOUND	3601 Bladensburg Rd Nb	On 07/10/2024 at 12:15 PM a moped was stopped for a traffic violation at 3601 Bladensburg Rd. Citations were issued and the vehicle was impounded for registration violations.
24-0040706	07/12/2024	PARKING VIOLATION / IMPOUND	38th Ave / Newark Rd	On 07/12/2024 a disabled vehicle creating a traffic hazard was impounded at 38th Ave & Newark Rd.
24-0040822	07/12/2024	ACCIDENT / IMPOUND	3671 Bladensburg Rd Nb	On 07/12/2024 at 6:57 PM a minor accident was reported at Port Towns Shopping Center. One vehicle was impounded due to licensing violation.
24-0041829	07/18/2024	SUSPICIOUS AUTO	38th Ave / Newark Rd	On 07/18/2024 at 10:04 AM a vehicle with registration violations was impounded at 38th Ave & Newark Rd.
24-0042090	07/19/2024	DISORDERLY EMERGENCY EVALUATION	4301 Bladensburg Rd Nb	On 07/19/2024 at 10:52 AM a disorderly subject was reported at DMV Convenience, 4301 Bladensburg Rd. The subject was transported by ambulance for a mental evaluation,
24-0042450	07/21/2024	THEFT REPORT	3611 Bladensburg Rd Nb	On 07/21/2024 at 10:14 AM a theft was reported at CVS, 3611 Bladensburg Rd. The suspect fled but is known to officers. Criminal charges were filed.
24-0043364	07/25/2024	SUBJECT STOP	3801 Bladensburg Rd Nb	On 07/25/2024 at 4:37 PM a panhandler was stopped at Port Town Shopping Center. The subject was advised and sent on way.
24-0044378	07/30/2024	SHOPLIFTING	3611 Bladensburg Rd Nb	On 07/30/2024 at 3:23 PM a shoplifter was reported at CVS, 3611 Bladensburg Rd. The suspect was located in a nearby store and advised against trespassing. The property was recovered.

**Town of Colmar Manor  
August 2024 Police Reports**

Case No	Date	Incident	Location	Details
24-0044847	08/01/2024	VANDALISM	4021 Bladensburg Rd Nb	On 08/01/2024 at 4:17 PM a vandalism was reported at KFC/Taco Bell, 4021 Bladensburg Rd. Spray paint was found on the drive-thru menu board.
24-0045086	08/02/2024	TRAFFIC	4201 Bladensburg Rd Nb	On 08/02/2024 at 5:39 PM a vehicle was stopped for a traffic violation at 4201 Bladensburg Rd. The vehicle was impounded for registration violations.
24-0045681	08/05/2024	THEFT	3611 Bladensburg Rd Nb	On 08/05/2024 at 6:33 PM a theft was reported at CVS, 3611 Bladensburg Rd. The suspect fled in a vehicle prior to police arrival.
24-0045924	08/06/2024	DAMAGED PROPERTY	3801 Bladensburg Rd Nb	On 08/06/2024 a minor traffic accident which occurred in July was reported at Port Towns Shopping Center.
24-0046051	08/07/2024	SUBJECT STOP	4201 Bladensburg Rd Nb	On 08/07/2024 at 10:57 AM a subject known to steal from Lucky Mart, 4201 Bladensburg Rd, was observed in the parking lot. A machete was recovered. Advised against trespassing.
24-0046123	08/07/2024	SUSPICIOUS PERSON	3691 Bladensburg Rd Nb	On 08/07/2024 at 5:19 PM a panhandler was stopped at Port Towns Shopping Center. He was advised against trespassing and sent on way.
24-0047057	08/12/2024	VANDALISM TO AUTO	4201 Bladensburg Rd Nb	On 08/12/2024 at 9:02 AM a vehicle window was damaged by a brick while parked at Lucky Mart, 4201 Bladensburg Rd.
24-0047157	08/12/2024	FRAUD	3400blk 40th PI	On 08/12/2024 a resident reported being defrauded out of money after providing fees for a grant opportunity.
24-0047321	08/13/2024	FRAUD	3400blk of 40th PI	On 08/13/2024 a resident reported being defrauded out of money as part of an employment opportunity scheme.
24-0047371	08/13/2024	SUSPICIOUS PERSON	3601 Bladensburg Rd Nb	On 08/13/2024 a male was reported laying down near the dumpster at IHOP, 3601 Bladensburg Rd. Subject was ok but extremely intoxicated. A family member was contacted and responded to take him home.
24-0048404	08/18/2024	VANDALISM	4300blk Bladensburg Rd Nb	On 08/18/2024 at 2:00 PM a vandalism to auto was reported in the 4300blk of Bladensburg Rd. An unknown suspect broke a vehicle window and fled on foot towards Bladensburg.
24-0048980	08/21/2024	FRAUD	4000blk Lawrence St	On 08/21/2024 a resident reported that fraudulent checks had been deposited to their back account.
24-0049588	08/23/2024	THEFT	4201 Bladensburg Rd Nb	On 08/23/2024 a shoplifting was reported at Luck Mart, 4201 Bladensburg Rd. The suspect fled in a vehicle prior to police arrival.
24-0049975	08/25/2024	THEFT REPORT	3611 Bladensburg Rd Nb	On 08/25/2024 a shoplifting was reported at CVS, 3611 Bladensburg Rd. The suspect fled in a vehicle prior to police arrival.
24-0050976	08/29/2024	DOMESTIC ASSAULT	4300blk Lawrence St	On 08/29/2024 a domestic related assault was reported in the 4300blk of Lawrence St. The offender left prior to police arrival. Medical treatment was not required. The victim was assisted with transportation to obtain criminal charges and/or protective order.
24-0051123	08/30/2024	THEFT REPORT / FRAUD	4300blk of Newton St	On 08/30/2024 a resident in the 4300blk of Newton St reported that an account was established in their name without their knowledge.

### **Traffic Accidents:**

On 07/12/2024 at 7:00 pm a minor traffic accident was reported in the parking lot of Port Towns Shopping Center. On vehicle was towed due to licensing issues.

On 08/25/2024 at 2:00 pm a hit & run of a parked vehicle was reported in the parking lot of Port Towns Shopping Center.

### **Traffic/Parking Enforcement:**

Colmar Manor officers made 27 traffic stops and issued 78 violations (citations, warnings, repair orders, etc) during July/August 2024. There were 40 parking citations and 15 warning notices for parking violations during the period.

### **Neighborhood Watch:**

Colmar Manor Neighborhood Watch meets on the fourth Thursday of the month at 7 PM – meeting locations vary. Meeting information will be posted on social media and sent to town residents via email.

**Animal Complaints** (does not include incidents handled by Prince George's County Animal Control, if any):

On 07/01/2024 and 08/28/2024 a complaint was received of a dog causing a nuisance by barking and being neglected in the 3300blk of 40<sup>th</sup> Ave. The premises was checked numerous times during the period and no evidence of a nuisance or neglect was detected.

### **Code Enforcement Workshop Registration**

Struggling with abandoned vehicles or trash on private property? Have a citation you want to address? Join us for a Code Enforcement workshop in October to learn how our Code Enforcement Division can help!

Learn about enforcement tools, due process and how code violations impact our community. Plus, get tips on reporting issues and working with our division. Attendees will receive a certificate of participation after completing the sessions. Don't miss out on this opportunity to stay informed.

• **Saturday, October 19, 2:00pm-4:00pm at Bladensburg Library, 4820 Annapolis Rd**

Email [frosales@ColmarManor.org](mailto:frosales@ColmarManor.org) or visit [www.ColmarManor.org](http://www.ColmarManor.org) for information

## CODE COMPLIANCE MONTHLY REPORT

### CODE ENFORCEMENT ACTIVITIES OVERVIEW July 1<sup>st</sup> to August 31<sup>st</sup> 2024

These are the Code Enforcement activities for the combined months of July and August 2024:

- 31 New cases created. (24 Proactive + 7 Reactive)
- Violation Summary:
  - 9 Restricted parking (abandoned vehicles)
  - 7 accumulations of deposit of litter and/or bulk trash;
  - 6 Parking on unprepared or unpermitted surfaces
  - 6 Weed/grass height over 12 inches.
  - 2 Permits Required
  - 1 Noise Violation Complaint
  - 1 Trash containers not properly stored
  - 1 Accessory structure (Fence) in disrepair
- 29 Notices mailed out to property owners/residents, including new and follow-up or final notices. (Does not include verbal warnings or courtesy reminders)
- 75 inspections performed. (31 initial/verification inspections and 34 follow-up inspections)
- 7 Municipal Infractions issued.
  - 1 for \$50 First Infraction
  - 6 \$100 repeat infractions
- 1 abandoned vehicle impounded from private property with abatement order from District Judge.

Court proceedings:

- 5 Citations heard in district court on August 14<sup>th</sup> 2024. (3 Repeat offenses and 2 new cases)
  - 2 Paid prior to court, but we requested and obtained the right to abate the violations (1 removal of litter and 1 for abandoned vehicle)
  - 1 \$100 affidavit judgement and right to abate obtained for abandoned vehicle.
  - 1 affidavit judgement obtained in the amount of \$100 for abandoned vehicle. No abatement requested.
  - 1 case continued (accumulation of litter) after defendant appeared in court and requested more time. New hearing scheduled for 09/18/24.

If you have a code enforcement question or concern please call 240-522-9070 or email [frosales@colmarmanor.org](mailto:frosales@colmarmanor.org)

**Fredy Rosales**  
Code Enforcement Officer

**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.

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## 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 15 th 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:

**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.

MAYOR AND TOWN COUNCIL OF COLMAR MANOR

ORDINANCE NO. O-1-2025

**STOP SIGN MONITORING SYSTEMS, FINES, & RELATED FEES**

**AN ORDINANCE** to amend the Town of Colmar Manor Code to authorize the operation of stop sign monitoring systems within the corporate limits of the Town and to provide for certain areas as school zones, fines for violations and certain fees in connection therewith, and to provide for certain violations, fines, fees and other provisions pertaining to said systems.

**WHEREAS**, on May 9, 2024, the Governor of Maryland signed into law HB 364 authorizing, in designated school zones, the placement of stop sign monitoring systems in Prince George's County to be effective on July 1, 2024; and

**WHEREAS**, the Mayor and Council of Colmar Manor finds that failing to stop at designated stop signs is a major cause of accidents, injuries and death; and

**WHEREAS**, the Mayor and Council of Colmar Manor further finds that traditional enforcement of stop sign violations in the vicinity of schools and school areas requires that law enforcement personnel enter traffic and stop a motorist in order to cite that motorist as a violator. Traffic volume and safety considerations limits the number of violators cited; and

**WHEREAS**, the Mayor and Council of Colmar Manor further finds that automated speed monitoring system and red-light enforcement programs were previously created to increase safety for the motoring public as well as for residents, neighbors, school children, parents and visitors with the use of automated systems; and

**WHEREAS**, Title 21 of the Transportation Article of the Maryland Annotated Code (hereinafter, the "Code"), authorizes and empowers the Mayor and Council to implement a stop sign monitoring system; and

**WHEREAS**, upon due consideration of the comments of the public and staff and in furtherance of the public health, safety and welfare, the Mayor and Council of Colmar Manor finds that it is in the best interest of the public health, safety and welfare of the citizens of the Town to adopt and establish school zones and authorize the use of stop sign monitoring systems within school zones; and

**WHEREAS**, the Mayor and Council of Colmar Manor requires that appropriate signage shall be erected in accordance with the manual for and the specifications for a uniform system of traffic control devices adopted by the State Highway Administration before activating an unmanned stationary stop sign monitoring system, if not already in place, at each School Zone and publish the location of the unmanned fixed or stationary stop sign monitoring system on the Town of Colmar Manor Website, and in a newspaper of record, as required by law; and

**WHEREAS**, as prescribed by law, reasonable notice of the use of Speed Monitoring Systems or a red-light photo enforcement program shall be provided through advertisement in



a newspaper of general circulation in Colmar Manor and the Town's website at least fifteen (30) days prior to the activation of an unmanned speed monitoring system in a School Zone or Residential District for the first time or a red-light photo enforcement program.

**SECTION 1. NOW THEREFORE, BE IT ORDAINED AND ENACTED** by the Mayor and Council of Colmar Manor, that the Town of Colmar Manor Code (December 31, 2008, Edition), as amended, as stated herein below regarding §§ 250-21, 250-22, 250-23, and 250-24 are hereby, enacted, adopted, revised and amended such that said Code and the provisions of said Code shall henceforth read as follows:

ARTICLE III. Speed AND STOP SIGN Monitoring Systems.

§ 250-21. Definitions; regulations and procedures.

A. Definitions. In this article, the following words have the meanings indicated:

**DEPARTMENT**

The Colmar Manor Police Department.

**ERRONEOUS VIOLATION**

A potential violation submitted by a speed monitoring system contractor as defined in the Transportation Article of the Annotated Code of Maryland, § 21-809(a)(3).

**OWNER**

The registered owner of a motor vehicle or a lessee of a motor vehicle under a lease of six months or more, except that "owner" does not include:

- (1) A motor vehicle rental or leasing company; or
- (2) A holder of a special registration plate issued under the Annotated Code of Maryland, Transportation Article, Title 13, Subtitle 9, Part III.

**PROGRAM ADMINISTRATOR**

A Town employee or representative designated by the Mayor and Council to oversee the contract with the speed OR STOP SIGN monitoring system contractor.

**RECORDED IMAGE**

An image recorded by a speed OR STOP SIGN monitoring system on a photograph, a microphotograph, an electronic image, a videotape, or any other medium, and showing:

- (1) The rear of a motor vehicle;
- (2) FOR SPEED RECORDED IMAGES ONLY, [A]at least two time-stamped images of the motor vehicle that include the same stationary object near the motor vehicle; and

(3) On at least one image or portion of tape, a clear and legible identification of the entire registration plate number of the motor vehicle.

(4) FOR STOP SIGN RECORDED IMAGES ONLY, THE TIME AND DATE OF THE VIOLATION, AND TO THE EXTENT POSSIBLE, THE LOCATION OF THE VIOLATION.

### **RESIDENTIAL DISTRICT**

An area that:

(1) Is not a business district as defined in § 21-101(f) of the Transportation Article of the Annotated Code of Maryland; and

(2) Adjoins and includes a highway where the property along the highway, for a distance of at least 300 feet, is improved mainly with residences or residences and buildings used for business; and

(3) Has a speed limit established using generally accepted traffic engineering practices.

### **SCHOOL ZONE**

A designated roadway segment with a posted speed limit of at least 20 miles per hour and located within up to a half-mile radius of a school for any of grades kindergarten through grade 12 where school-related activity occurs as further defined in the Transportation Article of the Annotated Code of Maryland, § 21-809(a)(7).

### **SPEED MONITORING SYSTEM**

A device with one or more motor vehicle sensors producing recorded images of motor vehicles traveling at speeds at least 12 miles per hour above the posted speed limit.

### **SPEED MONITORING SYSTEM OPERATOR**

A representative of the Department or a designated person that operates a speed monitoring system.

### **STOP SIGN MONITORING SYSTEM**

A DEVICE DESIGNED TO CAPTURE A RECORDED IMAGE OF STOP SIGN VIOLATIONS.

### **VIOLATION” OF THE STOP SIGN LAW**

MEANS FAILURE TO COME TO A COMPLETE STOP AT A STOP SIGN IN VIOLATION OF § 21-707 OF THE TRANSPORTATION ARTICLE OF THE ANNOTATED CODE OF MARYLAND. “VIOLATION” DOES NOT INCLUDE ANY ACTION A DRIVER IS INSTRUCTED TO TAKE BY A POLICE OFFICER.

B. Notice.

(1) The Mayor and Council, by ordinance or resolution, following reasonable notice to the public and a public hearing, may establish a school zone or residential district on any road under the Town's jurisdiction or with permission of the county or state highway administration on any county or state road within 1/2 mile of a school or in a residential district and, for any school zone or residential district so established, shall set a maximum speed limit, as permitted by law, provided that the designation of such school or residential zone and the maximum speed limit set for such zone shall not become effective until the Town installs signs designating the school zone or residential district and indicating the maximum speed limit applicable in the school zone located in the Town of Colmar Manor.

(2) The Town may install or erect traffic control devices in the designated school zone or residential district in addition to the signs required by Subsection **B(1)** and **(3)**, including timed flashing warning lights and including a speed monitoring system as defined in Subsection **A** of this section.

(3) If the Town moves or places a mobile or stationary speed monitoring system to or at a location where a speed monitoring system had not previously been moved or placed, the Town may not issue a citation for a violation recorded by that speed monitoring system:

(a) Until signage is installed in accordance with Subsection **B(1)**; and

(b) For at least the first 15 calendar days after the signage is installed.

(4) Before activating a speed monitoring system, the Mayor or her designee shall:

(a) Publish notice of the location of the speed monitoring system on the Town's website and in a newspaper of general circulation in the Town; and

(b) Ensure that each sign that designates a school zone or residential district is proximate to a sign that indicates that speed monitoring systems are in use in the school zone or residential district and is in accordance with the manual for and the specifications for a uniform system of traffic control devices adopted by the State Highway Administration.

C. A speed monitoring system in a school zone may operate only Monday through Friday between 6:00 a.m. and 8:00 p.m.

D. The designated ombudsman.

(1) The Mayor and Council shall designate an official or employee to investigate and respond to questions or concerns about the speed monitoring system program.

(a) The local designee or ombudsman shall review a citation generated by a speed monitoring system if the person who received the citation requests review before the deadline for contesting liability under this section.

(b) If said designee determines that the citation is an erroneous violation, the designee shall void the citation.

(c) If said designee determines that a person did not receive notice of a citation issued under this section due to an administrative error, the designee may resend the citation in accordance with Subsection **I** of this section or void the citation.

(d) Should said designee take any action described under this subsection, he or she shall notify the speed monitoring system contractor and/or the motor vehicle administration of the action for the purpose of rescinding any administrative penalties or fees that may have been imposed under this section.

(2) The designee may not be employed by the speed monitoring system contractor or have been involved in any review of a speed monitoring system citation, other than a review of a citation under this Subsection **D** of this section.

(3) On receipt of a written question or concern from a person, the local designee shall provide a written answer or response to the person within a reasonable time.

(4) The designee or the Mayor shall make any written questions or concerns received under this subsection, and any subsequent written answers or responses, available for public inspection.

E. A speed monitoring system operator shall:

(1) Complete training by a manufacturer of speed monitoring systems in the procedures for setting up and operating the speed-monitoring system.

(2) Fill out and sign a daily set-up log for a speed monitoring system that states that the speed monitoring system operator successfully performed or reviewed and evaluated the manufacturer-specified self-test of the speed monitoring system prior to producing a recorded image.

(3) The daily set-up log required by Subsection E(2) of this section shall be kept on file and shall be admitted as evidence in any court proceeding for a violation of this section.

F. A speed monitoring system manufacturer shall issue a signed certificate to the speed monitoring system operator on completion of the training, which certificate shall be admitted as evidence in any court proceeding for a violation of this section.

G. Calibration.

(1) A speed monitoring system shall undergo an annual calibration check performed by an independent calibration laboratory that is:

(a) Selected by the Town; and

(b) Unaffiliated with the manufacturer of the speed monitoring system.

(2) The independent calibration laboratory shall issue a signed certificate of calibration after the annual calibration check, which shall be kept on file and shall be admitted as evidence in any court proceeding for a violation of this section.

H. If the Mayor and Council authorizes or continues a program of speed monitoring systems under this section:

(1) The Mayor and Council shall designate a program administrator who may not be an employee or a representative of the speed monitoring system contractor; and

(2) Shall ensure the contract with the speed monitoring system contractor includes the following provisions:

(a) For potential violations submitted by a contractor for review by the Department, if more than 5% of the violations in a calendar year are erroneous violations, then the contractor shall be subject to liquidated damages for each erroneous violation equal to at least 50% of the fine amount for the erroneous violation, plus any reimbursements paid by the Town; and

(b) Under the terms of said contract, the Town may cancel a contract with a contractor if the contractor violates the contract by submitting erroneous violations to the Department that exceed a threshold specified in the contract or violates the law in implementing the contract.

(3) The designated program administrator shall participate in a training program concerning the oversight and administration of a local speed monitoring program administered by the Maryland Police Training Commission as soon as practical, and subsequently at least once every two years.

I. Unless a driver of a motor vehicle received a citation from a police officer at the time of a violation, the owner or, in accordance with Subsection **L(5)(a)** of this section, the driver of a motor vehicle is subject to a civil penalty if the motor vehicle is recorded by a speed monitoring system while being operated at least 12 miles per hour above the posted speed limit.

J. Citations.

(1) Subject to the provisions of Subsection **J(2)** through **(4)** of this section, the Department shall mail or cause to be mailed to an owner liable under Subsection **I** of this section a citation, upon a form to be prescribed by the District Court of Maryland, that shall include the information required by Annotated Code of Maryland, Transportation Article, § 21-809 AND § 21-707.1.

(2) The Department may mail a warning notice instead of a citation to the owner liable under Subsection **I** of this section and, for a period of 30 days after the Town installs the first speed monitoring system, the Department shall mail only a warning notice and may not issue a citation.

(3) Except as provided in Subsection **L(5)** of this section, the Town may not mail a citation to a person who is not an owner.

(4) Except as provided in Subsection **D** (ombudsman) and Subsection **L(5)** of this section, a citation issued under this section shall be mailed no later than two weeks after the alleged violation if the vehicle is registered in this state, and 30 days after the alleged violation if the vehicle is registered in another state.

(5) A person who receives a citation under Subsection **J(1)** of this section may:

(a) Pay the civil penalty, in accordance with instructions on the citation, directly to the Town; or

(b) Elect to stand trial in the District Court for the alleged violation.

(6) (I.) BEFORE MAILING A CITATION TO A MOTOR VEHICLE RENTAL COMPANY

LIABLE UNDER THIS SECTION, AN AGENCY SHALL MAIL A NOTICE TO THE MOTOR VEHICLE RENTAL COMPANY STATING THAT A CITATION WILL BE MAILED TO THE MOTOR VEHICLE RENTAL COMPANY UNLESS, WITHIN 45 DAYS AFTER RECEIVING THE NOTICE, THE MOTOR VEHICLE RENTAL COMPANY PROVIDES THE AGENCY WITH:

1. A STATEMENT MADE UNDER OATH THAT STATES THE NAME AND LAST KNOWN MAILING ADDRESS OF THE INDIVIDUAL DRIVING OR RENTING THE MOTOR VEHICLE WHEN THE VIOLATION OCCURRED;

2. A. A STATEMENT MADE UNDER OATH THAT STATES THAT THE MOTOR VEHICLE RENTAL COMPANY IS UNABLE TO DETERMINE WHO WAS DRIVING THE VEHICLE AT THE TIME THE VIOLATION OCCURRED BECAUSE THE MOTOR VEHICLE WAS STOLEN AT THE TIME OF THE VIOLATION; AND

B. A COPY OF THE POLICE REPORT ASSOCIATED WITH 31 THE MOTOR VEHICLE THEFT CLAIMED UNDER ITEM A OF THIS ITEM; OR

3. PAYMENT FOR THE PENALTY ASSOCIATED WITH VIOLATION.

(II) AN AGENCY MAY NOT MAIL A CITATION TO A MOTOR 3 VEHICLE RENTAL COMPANY LIABLE UNDER THIS SECTION IF THE MOTOR VEHICLE RENTAL COMPANY COMPLIES WITH SUBPARAGRAPH (I) OF THIS PARAGRAPH.

#### K. Adjudication.

(1) A certificate alleging that the violation of Subtitle 8, Speed Restrictions, of Title 21, Vehicles Laws - Rules of the Road, occurred and the requirements under the Transportation Article of the Annotated Code of Maryland, § 21-809(b), have been satisfied, sworn to, or affirmed by a duly authorized law enforcement officer employed by or under contract with the Town based on inspection of recorded images produced by a speed monitoring system, shall be evidence of the facts contained in the certificate and shall be admissible in a proceeding alleging a violation under said subtitle without the presence or testimony of the speed monitoring system operator.

(2) A CERTIFICATE ALLEGING THAT A VIOLATION SUBTITLE 7, OF TITLE 21, VEHICLES LAWS, OCCURRED UNDER THE STOP SIGN MONITORING SYSTEM LAW, SWORN TO OR AFFIRMED BY A DULY AUTHORIZED LAW ENFORCEMENT OFFICER EMPLOYED BY OR UNDER CONTRACT WITH THE TOWN, BASED ON THE INSPECTION OF RECORDED IMAGES PRODUCED BY A STOPE SIGN MONITORING SYSTEM, SHALL BE EVIDENCE OF THE FACTS CONTAINED IN THE CERTIFICATE AND SHALL BE ADMISSIBLE IN ANY PROCEEDING CONCERNING THE ALLEGED VIOLATION.

(2-3) If a person who received a citation under Subsection **J** of this section desires the speed OR STOP SIGN monitoring system operator to be present and testify at trial, the person shall notify the court and the Town in writing no later than 20 days before trial.

(3 4) Adjudication of liability shall be based on a preponderance of evidence.

#### L. Defenses.

(1) Pursuant to § 21-809 AND § 21-207.1 of the Transportation Article of the Annotated Code of Maryland, the District Court may consider in defense of a violation:

(a) Subject to Subsection **L(2)** of this section, that the motor vehicle or the registration plates of the motor vehicle were stolen before the violation occurred and were not under the control or possession of the owner at the time of the violation;

(b) Subject to Subsection **L(3)** of this section, evidence that the person named in the citation was not operating the vehicle at the time of the violation; and

(c) Any other issues and evidence that the District Court deems pertinent.

(2) To demonstrate that the motor vehicle or the registration plates were stolen before the violation occurred and were not under the control or possession of the owner at the time of the violation, the owner shall submit proof that a police report regarding the stolen motor vehicle or registration plates was filed in a timely manner.

(3) To satisfy the evidentiary burden under Subsection **L(1)(b)** of this section FOR A SPEED VIOLATION, the person named in the citation shall provide to the District Court, submitted through the Department, a letter, sworn to or affirmed by the person and mailed by certified mail, return receipt requested, that:

(a) States that the person named in the citation was not operating the vehicle at the time of the violation; and

(b) Includes any other corroborating evidence.

(4) TO SATISFY THE EVIDENTIARY BURDEN UNDER SUBSECTION (L)(1)(B) OF THIS SECTION FOR A STOP SIGN VIOLATION, THE PERSON NAMED IN THE CITATION SHALL PROVIDE TO THE DISTRICT COURT EVIDENCE TO THE SATISFACTION OF THE DISTRICT COURT OF WHO WAS OPERATING THE VEHICLE AT THE TIME OF THE VIOLATION, INCLUDING, AT A MINIMUM, THE OPERATOR'S NAME AND CURRENT ADDRESS.

(5) (I) THE PROVISIONS OF THIS PARAGRAPH APPLY ONLY TO A STOP SIGN CITATION THAT INVOLVES A CLASS E (TRUCK) VEHICLE WITH A REGISTERED GROSS WEIGHT OF 26,001 POUNDS OR MORE, CLASS F (TRACTOR) VEHICLE, CLASS G (TRAILER) VEHICLE OPERATED IN COMBINATION WITH A CLASS F (TRACTOR) VEHICLE, OR CLASS P (PASSENGER BUS) VEHICLE.

(II) TO SATISFY THE EVIDENTIARY BURDEN UNDER PARAGRAPH (1) OF THIS SUBSECTION, THE PERSON NAMED IN A CITATION DESCRIBED UNDER SUBPARAGRAPH (I) OF THIS PARAGRAPH MAY PROVIDE TO THE DISTRICT COURT A LETTER, SWORN TO OR AFFIRMED BY THE PERSON AND MAILED BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, THAT:

1. STATES THAT THE PERSON NAMED IN THE CITATION WAS NOT OPERATING THE VEHICLE AT THE TIME OF THE VIOLATION; AND

2. PROVIDES THE NAME, ADDRESS, AND DRIVER'S LICENSE IDENTIFICATION NUMBER OF THE PERSON WHO WAS OPERATING THE VEHICLE AT THE TIME OF THE VIOLATION.

(4 6) Should the Police Department have cause or reason to believe that the operator was an employee or agent acting within the owner's scope of employment or agency, and was acting in furtherance of the owner's interests at the time of the violation, the Department may file a motion using the court's form (i.e., Form DC 2) opposing the sworn request letter and stating the reasons why such request should be denied or otherwise stating why liability should be jointly shared by the operator and the owner. Said motion shall be reviewed by the Town Attorney, may be supported by affidavit and include any other corroborating evidence.

(5) Cases of cited person not operating vehicle.

(a) If the District Court finds that the person named in the citation was not operating the vehicle at the time of the violation or receives evidence under Subsection **L(3)** of this section identifying the person driving the vehicle at the time of the violation thereby transferring liability to the operator, the Clerk of the Court shall provide to the Department a copy of any evidence substantiating who was operating the vehicle at the time of the violation.

(b) On receipt of substantiating evidence from the District Court under Subsection **L(1)** of this section pursuant to the state law, the Department may issue a citation as provided in Subsection **J** of this section to the person who the evidence indicates was operating the vehicle at the time of the violation.

(c) A citation issued under Subsection **L(5)(b)** of this section shall be mailed no later than two weeks after receipt of the evidence from the District Court.

M. Pursuant to § 21-809 and § 21-707.1 of the Transportation Article of the Annotated Code of Maryland, if a person liable under this section does not pay the civil penalty or contest the violation, the Maryland Motor Vehicle Administration:

(1) May refuse to register or reregister the motor vehicle cited for the violation; or

(2) May suspend the registration of the motor vehicle cited for the violation.



N. Pursuant to § 21-809 AND 21-707.1 of the Transportation Article of the Annotated Code of Maryland, a violation for which a civil penalty is imposed pursuant to state law under this section:

- (1) Is not a moving violation for the purpose of assessing points under § 16-402 of the Transportation Article of the Annotated Code of Maryland;
- (2) FOR A SPEED MONITORING VIOLATION, ~~M~~may not be recorded by the Motor Vehicle Administration on the driving record of the owner or driver of the vehicle;
- (3) May be treated as a parking violation for purposes of § 26-305 of the Transportation Article of the Annotated Code of Maryland; and
- (4) May not be considered in the provision of motor vehicle insurance coverage.

O. Pursuant to state law and this section, the Department or its designee shall administer and process civil citations issued under this section and state law in coordination with the District Court.

P. An owner for whom the Maryland Motor Vehicle Administration refuses to register, or reregister, a vehicle, or who receives a suspended registration pursuant to Subsection **M** of this section but who subsequently pays the required fines, fees and penalties shall further remit to the Town a release fee of \$35 in addition to any release fees that may be collected by the Maryland Motor Vehicle Administration prior to release of said restriction. The release fee established by this subsection may be modified from time to time by resolution of the Mayor and Town Council.

[Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. I)]

Q. By October 31 of each year, the Mayor, with the assistance of the Clerk-Treasurer and the Chief of Police, shall submit to the Maryland Police Training Commission a report for the previous fiscal year on the Town's speed monitoring system program, including information required in accordance with state law.

**§ 250-22. Civil penalty for speed monitoring system penalties; use of revenue.**

A. A civil penalty in the amount of \$40 per violation is hereby established for speed AND STOP SIGN monitoring system violations, subject to an additional late fee if not paid within 30 days after the issuance of the citation. The penalty shall be paid to the Town of Colmar Manor, and all unpaid violations shall be forwarded for collections actions, except that, in a contested case before the District Court of Maryland, the penalty shall be collected by the District Court in accordance with § 7-302(a) of the Courts and Judicial Proceedings Article of the Maryland Annotated Code and § 21-809 21-707.1 of the Transportation Article of the Maryland Annotated Code and distributed in accordance with § 12-118 of the Transportation Article of the Maryland Annotated Code, as any of the foregoing may be amended from time to time.

B. Revenue received by the Town from speed camera program shall first be used to recover the costs of implementing and administering the program. Any remaining balance shall be used for

public safety purposes as permitted by state law and as set forth in the annual budget adopted by the Mayor and Council.

**§ 250-23. Administrative fees; registration flagging; referral for collection; returned check fee.**

A. Late fee. In addition to any fees as established elsewhere in this article, the Mayor and Council hereby imposes and may collect administrative fees related to the implementation of a program of speed enforcement using speed monitoring systems in school zones or residential districts, AND A PROGRAM OF STOP SIGN MONITORING SYSTEMS IN SCHOOL ZONES, within the Town of Colmar Manor, including a late fee of \$40 which shall be assessed for any fines paid more than 30 days from the date of issuance of a speed camera or red-light citation.

B. Debt collection fee. Where any fees or fines are assessed or imposed in accordance with this article pertaining to speed OR STOP SIGN monitoring systems, and where such fees or fines are unpaid and outstanding for 30 or more days, the Town, in its sole and absolute discretion and to the extent permitted by law, may refer such debt to a collection agency or an attorney for collection. For all accounts referred to a collection agency or an attorney for collection, such accounts shall be subject to a collection fee not to exceed two times the outstanding debt or the total sum indebted to the Town, whichever is greater. The Town may alternatively or further elect to file a civil suit against the debtor to recover such outstanding and unpaid fees or fines.

C. Municipal flagging fee. The Chief of Police or his designee shall, in accordance with the procedures prescribed by the State Motor Vehicle Administration and state law, give or cause to be given notice to the Administration and the respective owners of all vehicles registered by the state and the subject of any outstanding and past due speed or STOP SIGN monitoring system violations of this article thereby requesting that the Administration refuse registration or transfer of registration of the subject vehicle, until notified by the Town that the violation penalty has been satisfied. In such cases, the Chief of Police shall impose an additional cost or municipal administrative flagging fee of \$40 for each registration or transfer to be withheld, suspended or denied, and the owner of the vehicle shall be liable or further subject to the payment of such costs, and all other fines, penalties, fees and charges that have accrued or have been assessed pursuant to this article before notice is given to the Administration that the subject violation penalty has been satisfied and the registration is to be released.

D. Returned check fee. Any person who pays any penalty assessed under this article shall further pay a returned check fee of \$35 to the Town should the check be returned unpaid for any reason by the payor's bank.

E. IF A CONTRACTOR IN ANY MANNER OPERATES A STOP SIGN MONITORING SYSTEM OR ADMINISTERS OR PROCESSES CITATIONS GENERATED BY THE SYSTEM ON BEHALF OF TH TOWN, THE CONTRACTOR'S FEE MAY NOT BE CONTINGENT ON A PER-TICKET BASIS ON THE NUMBER OF CITATIONS ISSUED OR PAID.

([E]F) The Mayor and Council is hereby authorized to change or amend the fees and FINES, IF AUTHORIZED UNDER MARYLAND LAW, established by this article by written resolution, provided said resolution is posted in the Town Hall for 30 days before and after the public meeting in which it is adopted.

**§ 250-24. Designation of school zones, residential districts and red light camera intersections.**

A. The Mayor and Council may designate certain roadways to be designated as a "school zone," further defined as a designated roadway segment of up to a half-mile radius from a school for any grades kindergarten through grade 12 where school-related activity occurs, including travel by students to or from school on foot or by bicycle, or the dropping off or picking up of students by school buses or other vehicles on any county, municipal, or state road, and further approves and authorizes the use of mobile or stationary red light camera systems provided for red light camera enforcement at signalized intersections within the municipality.

B. The initial roadways designated as a residential district, as defined in § 250-21, are as follows:

(1) 3601 Bladensburg Road/3703 37th Pl (Rt. 1 Alt.) to 3714 Bladensburg Road (Rt. 1 Alt.); and

(2) 3601 Bladensburg Rd/3700 40th Avenue to 4021 Bladensburg Road.

C. The roadway currently designated as a school zone, under Ordinance No. O-1-2010, and as defined in § 250-21, is as follows: the "New Covenant Christian Academy School Zone," within a half-mile radius of said school located at 3805 Lawrence Street, Colmar Manor, Maryland.

D. The intersection(s) currently designated for deployment of traffic control signal monitoring system(s) are as follows: 38th Avenue and Bladensburg Road (US 1 Alt.).

**SECTION 2.**

**AND BE IT FURTHER ORDAINED AND ENACTED**, by the Mayor and Council of the Town of Colmar Manor that any prior ordinances adopting and enacting any provision of this Ordinance 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 in conflict 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 covered by this Ordinance, it shall remain in full force and effect unless it directly conflicts with the express language of this Ordinance.

**AND BE IT FURTHER ORDAINED AND ENACTED**, by the Mayor and Council of the Town of Colmar Manor that this Ordinance shall become effective at the expiration of thirty (30) calendar days following its passage by the Town Council.

**AND BE IT FURTHER ORDAINED AND ENACTED**, that severability is intended throughout and within the provisions of this Ordinance, and if any section, subsection, sentence, clause, phrase or portion of this Ordinance 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 of this Ordinance.

**AND BE IT FURTHER ORDAINED AND ENACTED**, that Section 1 of this Ordinance shall be codified and included within the Code of the Town of Cottage City, whereby the entirety of the previously enacted and codified portion of Article 250 of the Town Code shall be restated and replaced in its entirety by the sections and provisions written hereinabove in Section 1.

**AND BE IT FURTHER ORDAINED AND ENACTED**, that a fair summary of this ordinance shall be published at least once prior to the date of passage in a newspaper or newspapers having general circulation in the Town, and a fair summary of this ordinance shall be published at least once within ten days after the date of passage in a newspaper or newspapers having general circulation in the Town.

**AND BE IT FURTHER ORDAINED AND ENACTED**, that the Mayor shall be authorized to sign this Ordinance on behalf of the Mayor and Town Council.

**HAVING BEEN INTRODUCED AND HAVING BEEN READ** as a regular ordinance and passed by a ye and nay vote of the Mayor and Council with the affirmative votes of a majority of the whole number of members elected to the legislative body as indicated below at a Public Meeting of the Town of Colmar Manor held on this \_\_\_\_ day of \_\_\_\_\_ 2024, at approximately 7 o'clock p.m., in the Town Hall in Colmar Manor, Maryland.

**I HEREBY CERTIFY** that the above Ordinance No. \_\_\_\_1\_\_\_\_ was passed by the required ye and nay votes of the Mayor and Council on the \_\_\_\_ day of \_\_\_\_\_ 2024.

ATTEST:

MAYOR AND TOWN COUNCIL OF COLMAR  
MANOR

\_\_\_\_\_  
Daniel R. Baden, Clerk-Treasurer

By: \_\_\_\_\_  
Monica Casañas, Mayor

**MEMO**

Date: September 11, 2024

To: Mayor and Council

From Dan Baden, Clerk-Treasurer



Re: Fiscal Year 2024 Year End Budget Adjustments

Attached is a spreadsheet that shows the fiscal year budget vs. actual comparison for the fiscal year end 2024. It is customary at the end of each fiscal year to make budget adjustments to cover any budget overages. The last column of the attached spreadsheet shows the adjustments that should be made. The motion to approve these transfers is as follows:

I Councilmember \_\_\_\_\_ move that we approve the budget transfers as recommended by the Clerk-Treasurer in the spreadsheet provided for Final FY2024 Budget Transfers.

I Comr. \_\_\_\_\_ second the motion.

Please let me know if you have any questions.

**Town of Colmar Manor  
Budget Transfers  
Final FY2024**

Income	Budget			
	Jul '23 - Jun '24	Budget	\$ Over Budget	Adjustment
4000 · Real estate taxes	1,017,640.00	1,011,030.00	6,610.00	
4010 · Personal property taxes	97,830.12	70,000.00	27,830.12	
4020 · Penalties & interest	1,712.13	2,500.00	(787.87)	
4030 · Highway users	55,809.11	69,963.00	(14,153.89)	
4040 · Income taxes	155,041.14	125,000.00	30,041.14	30,000.00
4050 · Traders license - state	1,246.74	2,000.00	(753.26)	
4060 · Admissions & amusement tax	0.00	100.00	(100.00)	
4070 · Landfill rebate	871.00	3,484.00	(2,613.00)	
4090 · Cable TV income	8,704.87	10,000.00	(1,295.13)	
4100 · Cable TV - capital equipment	5,427.74	6,500.00	(1,072.26)	
4101 · Credit Card Processing Fee	(349.95)	100.00	(449.95)	
4103 · Laticy Park Rental Income	4,633.50	1,500.00	3,133.50	
4110 · License & permits - town	9,210.00	10,500.00	(1,290.00)	
4120 · Interest income	81,600.75	67,340.00	14,260.75	
4130 · Police grant state aid	35,575.00	43,332.00	(7,757.00)	
4150 · Seniors van Income	1,862.41	1,000.00	862.41	
4151 · Senior Van Income - Bladensburg	37,393.14	39,491.00	(2,097.86)	
4152 · Senior Club Income - R&S	3,214.40	0.00	3,214.40	
4160 · Rental Income	90,786.64	65,000.00	25,786.64	5,890.00
4180 · Miscellaneous income	868.68	1,000.00	(131.32)	
4220 · Donations	1,000.00	2,500.00	(1,500.00)	
4224 · Laticy Park Grant - CP&P	17,316.97	30,427.00	(13,110.03)	
4225 · Recreation Grant Rev. - GOCCP	56,380.00	56,380.00	0.00	
4230 · Bank stock	58.58	59.00	(0.42)	
4271 · Red Light Camera Violations	20,925.00	30,500.00	(9,575.00)	
4279 · Vacant House Registration	0.00	300.00	(300.00)	
4299 · Community Garden Income	1,381.52	500.00	881.52	
4312 · Public Safety Grant	21,875.00	87,500.00	(65,625.00)	
4333 · Chesapeake Bay Trust Grant	48,332.27	3,632.00	44,700.27	

**Town of Colmar Manor  
Budget Transfers  
Final FY2024**

	Jul '23 - Jun '24	Budget	\$ Over Budget	Budget Adjustment
<b>4500 - Police Revenues</b>				
4270 - Police Citations	7,195.00	5,500.00	1,695.00	
4280 - Code Enforcement Violations	950.00	250.00	700.00	
4282 - Police Reports (Acc & Incident)	190.00	200.00	(10.00)	
4285 - Vehicle Release Fee	1,988.78	2,000.00	(11.22)	
4286 - Flagging Fees	100.00	500.00	(400.00)	
<b>Total 4500 - Police Revenues</b>	<b>10,423.78</b>	<b>8,450.00</b>	<b>1,973.78</b>	<b>0.00</b>
4605 - Recreation Income - Class Fees	1,725.00	1,500.00	225.00	
4606 - Recreation Income - Other	0.00	500.00	(500.00)	
4610 - Sale of Solar Credits	6,273.90	5,400.00	873.90	
4650 - ARP Revenues				
4654 - ARPA FY22 Carryover	0.00	854,135.00	(854,135.00)	0.00
<b>Total 4650 - ARP Revenues</b>	<b>0.00</b>	<b>854,135.00</b>	<b>(854,135.00)</b>	<b>0.00</b>
4700 - Unreserved Fund Balance	0.00	741,512.00	(741,512.00)	
<b>Total Income</b>	<b>1,794,769.44</b>	<b>3,353,135.00</b>	<b>(1,558,365.56)</b>	<b>35,890.00</b>
<b>Gross Profit</b>	<b>1,794,769.44</b>	<b>3,353,135.00</b>	<b>(1,558,365.56)</b>	<b>35,890.00</b>

**Town of Colmar Manor  
Budget Transfers  
Final FY2024**

Expense	Jul '23 - Jun '24	Budget	\$ Over Budget	Budget Adjustment
	5000 · General government expenditures			
5010 · Accounting & auditing	10,000.00	10,000.00	0.00	
5020 · Advertising	984.24	1,200.00	(215.76)	
5030 · Anacostia Trailway	397.00	400.00	(3.00)	
5082 · Colmar Manor Day	1,388.75	2,000.00	(611.25)	
5090 · Convention & travel	13,163.99	15,000.00	(1,836.01)	
5106 · Direct Deposit Fees	1,701.50	1,000.00	701.50	710.00
5120 · Dues & subscriptions	2,831.41	2,160.00	671.41	680.00
5130 · Election & registration	1,098.34	1,000.00	98.34	100.00
5135 · ETHM - Youth Development Progra	1,000.00	2,000.00	(1,000.00)	
5195 · IT Expenditures	7,206.50	8,500.00	(1,293.50)	
5197 · Interpreter Services	7,780.00	7,200.00	580.00	580.00
5198 · Larissey Park Gant - CP&P	13,368.00	30,427.00	(17,059.00)	
5210 · Legal Counsel	3,973.95	18,000.00	(14,026.05)	
5220 · Lobbyist	9,650.00	9,000.00	650.00	650.00
5240 · Night out	362.28	1,000.00	(637.72)	
5250 · Office expenses	13,704.30	14,000.00	(295.70)	
5251 · Office Expense - Copier Maint.	2,160.40	2,000.00	160.40	165.00
5252 · Copier Lease	2,396.40	2,400.00	(3.60)	
5260 · Office expense-mayor & council	1,729.79	6,000.00	(4,270.21)	
5270 · Payroll taxes - mayor & council	2,234.41	2,610.00	(375.59)	
5300 · Port town projects	1,021.87	1,000.00	21.87	25.00
5320 · Retirement	19,774.53	31,903.00	(12,128.47)	
5330 · Salary - general government	166,700.94	175,189.00	(8,488.06)	(4,135.00)
5340 · Salary - mayor & council	33,999.96	34,000.00	(0.04)	
5350 · Scholarship fund	1,800.00	2,000.00	(200.00)	
5360 · Seniors events	126.04	1,000.00	(873.96)	
5370 · Special events	2,623.03	2,500.00	123.03	125.00
5380 · Telephone	10,229.72	11,400.00	(1,170.28)	
5410 · Training	1,598.98	2,000.00	(401.02)	
5430 · Unemployment costs	0.00	500.00	(500.00)	
5835 · Website Maint. / Communications	6,097.44	5,000.00	1,097.44	1,100.00



**Town of Colmar Manor  
Budget Transfers  
Final FY2024**

**Total 5000 - General government expenditures**

Jul '23 - Jun 24	Budget	\$ Over Budget	Budget Adjustment
341,103.77	402,389.00	(61,285.23)	0.00

**Town of Colmar Manor  
Budget Transfers  
Final FY2024**

	Jul '23 - Jun 24	Budget	\$ Over Budget	Budget Adjustment
<b>5500 · Payroll taxes &amp; benefits - GG</b>				
5510 · Payroll taxes - general govt.	16,455.52	13,730.00	2,725.52	2,750.00
5520 · Insurance - health	78,829.67	90,000.00	(11,170.33)	(2,750.00)
5530 · Insurance - life	1,941.76	2,200.00	(258.24)	
5540 · Insurance - workers comp	600.37	750.00	(149.63)	
<b>Total 5500 · Payroll taxes &amp; benefits - GG</b>	<b>97,827.32</b>	<b>106,680.00</b>	<b>(8,852.68)</b>	<b>0.00</b>
<b>5550 · Senior van operations</b>				
5560 · Insurance w/comp seniors	2,098.99	2,074.00	24.99	25.00
5570 · Payroll taxes - seniors van	2,037.41	2,397.00	(359.59)	
5580 · Salary - seniors van	28,614.34	31,333.00	(2,718.66)	(25.00)
5590 · Senior van expenditures	9,651.48	15,000.00	(5,348.52)	
<b>Total 5550 · Senior van operations</b>	<b>42,402.22</b>	<b>50,804.00</b>	<b>(8,401.78)</b>	<b>0.00</b>
<b>5600 · Code enforcement</b>				
5610 · Salary - code enforcement	25,563.75	26,000.00	(436.25)	
5620 · Payroll taxes-code enforcement	1,884.50	1,990.00	(105.50)	
5630 · Code enforcement expenses	3,123.82	4,000.00	(876.18)	
<b>Total 5600 · Code enforcement</b>	<b>30,572.07</b>	<b>31,990.00</b>	<b>(1,417.93)</b>	<b>0.00</b>
<b>5700 · Public works</b>				
5709 · Chesapeake Bay Trust Grant	26,526.70	24,177.00	2,349.70	2,350.00
5710 · Gasoline town vehicles	4,358.45	6,000.00	(1,641.55)	
5720 · Insurance - auto	1,448.00	2,900.00	(1,452.00)	
5730 · Insurance - workers comp.	9,366.02	9,742.00	(375.98)	
5740 · Maintenance expenses	11,450.80	12,010.00	(559.20)	
5750 · M mosquito control	0.00	1,000.00	(1,000.00)	
5760 · Payroll taxes - public works	9,678.04	11,301.00	(1,622.96)	
5770 · Salary - public works	102,347.93	146,472.00	(44,124.07)	(31,180.00)
5772 · Salary - Trash Picker	19,103.76			
5780 · Street Lighting - Electric	28,663.67	30,000.00	(1,336.33)	
5790 · Tipping fees	0.00	300.00	(300.00)	
5800 · Tree service	685.00	2,500.00	(1,815.00)	
5810 · Vehicle maintenance	247.26	5,000.00	(4,752.74)	
5830 · Waste collection	119,850.00	102,000.00	17,850.00	17,850.00
<b>Total 5700 · Public works</b>	<b>333,726.63</b>	<b>353,402.00</b>	<b>(19,676.37)</b>	<b>(10,980.00)</b>

**Town of Colmar Manor  
Budget Transfers  
Final FY2024**

	Jul '23 - Jun 24	Budget	\$ Over Budget	Budget Adjustment
<b>5850 · Community Center/ Town Hall</b>				
5105 · Debt Service	163,699.76	165,501.00	(1,801.24)	
5855 · Cable - TV	1,416.60	1,500.00	(83.40)	
5860 · Electric	30,133.90	26,000.00	4,133.90	4,200.00
5865 · Gas - Heat	4,445.86	8,700.00	(4,254.14)	
5871 · Insurance Bldg - 3701	12,777.00	12,000.00	777.00	780.00
5872 · Maintenance - CMCC	42,474.22	36,545.00	5,929.22	6,000.00
5876 · Service Contracts	8,834.00	11,500.00	(2,666.00)	
5880 · Water - WSSC - CMCC	3,178.44	3,300.00	(121.56)	
<b>Total 5850 · Community Center/ Town Hall</b>	<b>266,959.78</b>	<b>265,046.00</b>	<b>1,913.78</b>	<b>10,980.00</b>
<b>5900 · Public Safety</b>				
5902 · Background/Exams/Training	1,590.00	3,000.00	(1,410.00)	
5904 · Communications	4,537.14	4,000.00	537.14	540.00
5906 · Gasoline - Police	12,212.66	19,000.00	(6,787.34)	
5909 · Insurance - Auto & G/L	10,728.00	11,300.00	(572.00)	
5911 · Body & In-Car Cameras	2,230.00	2,300.00	(70.00)	
5912 · Community Outreach	452.32	500.00	(47.68)	
5915 · Bicycle Patrol	127.18	200.00	(72.82)	
5917 · DHCD Safety Grant	53,777.80	87,500.00	(33,722.20)	
5918 · DHCD Safety Grant - Pol Sal/Ben	6,756.75	15,000.00	(8,243.25)	
5919 · Employee Assistance Program	0.00	135.00	(135.00)	
5920 · Insurance - workers comp.	32,661.71	24,564.00	8,097.71	8,100.00
5925 · Office Expense - Police	1,451.45	1,865.00	(413.55)	
5930 · Operating expenses - police	1,005.95	1,000.00	5.95	6.00
5940 · Payroll taxes - police	27,401.88	26,580.00	821.88	825.00
5945 · Police Equipment	2,064.55	5,500.00	(3,435.45)	(3,171.00)
5954 · Red Light Camera Citations	6,649.00	10,980.00	(4,331.00)	(4,300.00)
5960 · Salary - police	375,209.04	347,453.00	27,756.04	28,000.00
5975 · Santa With A Badge	278.10	650.00	(371.90)	
5983 · Training	745.00	2,000.00	(1,255.00)	
5985 · Travel & Dues	1,562.56	3,000.00	(1,437.44)	
5986 · Uniforms	1,903.08	2,100.00	(196.92)	
5988 · Vehicle Maintenance	8,825.17	10,000.00	(1,174.83)	

**Town of Colmar Manor  
Budget Transfers  
Final FY2024**

	Jul '23 - Jun 24	Budget	\$ Over Budget	Budget Adjustment
<b>Total 5900 · Public Safety</b>	<b>552,169.34</b>	<b>578,627.00</b>	<b>(26,457.66)</b>	<b>30,000.00</b>
6000 · Recreation Center Operations				
6010 · P/R Taxes - Recreation	200.00	0.00	200.00	200.00
6015 · Recreation Supplies	2,323.16	2,500.00	(176.84)	
6016 · Rec. council - Holiday Events	13,380.65	13,000.00	380.65	390.00
6017 · Rental Expense	21,297.59	16,000.00	5,297.59	5,300.00
6020 · Class Instructors	849.00	1,200.00	(351.00)	
<b>Total 6000 · Recreation Center Operations</b>	<b>38,050.40</b>	<b>32,700.00</b>	<b>5,350.40</b>	<b>5,890.00</b>
6040 · Clubs & Committees				
5083 · Community Garden	4,117.83	4,000.00	117.83	120.00
6042 · Green Team	1,180.58	3,300.00	(2,119.42)	(1,720.00)
6044 · Animal Welfare	1,524.21	2,000.00	(475.79)	
6046 · Neighborhood Watch	1,093.47	2,500.00	(1,406.53)	
6047 · R&S Senior Club	1,585.35	0.00	1,585.35	1,600.00
<b>Total 6040 · Clubs &amp; Committees</b>	<b>9,501.44</b>	<b>11,800.00</b>	<b>(2,298.56)</b>	<b>0.00</b>
6210 · Unreserved Funds	0.00	624,182.00	(624,182.00)	
6300 · American Rescue Plan				
6312 · Code of Ordinance -ARPA	1,962.00	1,800.00	162.00	162.00
6315 · Consultant - ARPA	9,225.00	18,000.00	(8,775.00)	
6318 · Community Programs - ARPA	242.99	4,433.00	(4,190.01)	
6319 · Financial Assistance - ARPA	5,000.00	22,971.00	(17,971.00)	
6321 · Non Profit - ARPA	0.00	15,000.00	(15,000.00)	
6330 · Dumpster Program - ARPA	(1,182.60)	8,417.00	(9,599.60)	
6335 · Electric Vehicle ARPA	14,940.13	15,000.00	(59.87)	
6348 · Community Wi-Fi - ARPA	0.00	5,000.00	(5,000.00)	
6349 · Furniture - Town Hall - ARPA	0.00	10,577.00	(10,577.00)	
6351 · Summer Employment - ARPA	0.00	2,000.00	(2,000.00)	
6352 · Fire Department Donation - ARPA	0.00	3,000.00	(3,000.00)	
6353 · Town Administrator - ARPA	91,412.58	100,000.00	(8,587.42)	
6354 · Language Access - ARPA	0.00	20,434.00	(20,434.00)	
6355 · Code Enforcement Software ARPA	0.00	5,891.00	(5,891.00)	
6356 · Paint & Clean Town Hall - ARPA	0.00	9,775.00	(9,775.00)	
6357 · Tree Work - ARPA	20,475.00	20,475.00	0.00	

**Town of Colmar Manor  
Budget Transfers  
Final FY2024**

	Jul '23 - Jun 24	Budget	\$ Over Budget	Budget Adjustment
6360 · Stormwater Projects - ARPA	0.00	106,359.00	(106,359.00)	(10,362.00)
6363 · Community Garden - ARPA	1,416.72	2,560.00	(1,143.28)	
6364 · Traffic Study	0.00	9,700.00	(9,700.00)	
6366 · Additional Tasers - ARPA	2,662.46	0.00	2,662.46	2,700.00
6367 · Equipment - PW - ARPA	6,175.00			
6368 · Street Repairs - ARPA	467,916.00	467,916.00	0.00	
6369 · Website Improvements - ARPA	12,307.00	5,674.00	6,633.00	6,650.00
6371 · Website Redesign - ARPA	1,500.00			
6377 · FY22 Carryover ARPA Funds	0.00	(847.00)	847.00	850.00
<b>Total 6300 · American Rescue Plan</b>	<b>634,052.28</b>	<b>854,135.00</b>	<b>(220,082.72)</b>	<b>0.00</b>
<b>6400 · Recreation Grant - GOCCP</b>				
6410 · Rec. Salaries & Ben. - GOCC	32,666.23	35,750.00	(3,083.77)	
6415 · Administrative Cost - GOCCP	1,899.60	1,200.00	699.60	
6420 · Supplies - GOCCP	9,309.05	4,430.00	4,879.05	
<b>Total 6400 · Recreation Grant - GOCCP</b>	<b>43,874.88</b>	<b>41,380.00</b>	<b>2,494.88</b>	<b>0.00</b>
<b>Total Expense</b>	<b>2,390,239.13</b>	<b>3,353,135.00</b>	<b>(962,895.87)</b>	<b>35,890.00</b>
<b>Net Income</b>	<b>(595,469.69)</b>	<b>0.00</b>	<b>(595,469.69)</b>	<b>0.00</b>

WES MOORE  
*Governor*

ARUNA MILLER  
*Lieutenant Governor*



DOROTHY LENNIG  
*Executive Director*

September 05, 2024

The Honorable Monica Casanas  
Mayor  
Town of Colmar Manor  
3701 Lawrence St  
Colmar Manor, MD 20722

RE: PACT-2025-0055

Dear Mayor Casanas:

I am pleased to inform you that your grant application submitted by **Town of Colmar Manor**, entitled "**Transparency Through Training**," in the amount of \$35,000.00 has received approval under the Police Accountability, Community and Transparency Grant program. Enclosed is the grant award packet containing information and forms necessary to initiate the project.

The grant will fund the program described below:

The Town of Colmar Manor Police Department Transparency project will allow the police department to emphasize training, improve general orders, and implement the latest body camera technology. The project funds the purchase of the Lexipol platform and Axon body cameras.

Please pay particular attention to the instructions included on the grant award. It is important that you **carefully review all Special Conditions** attached to this award. Additionally, the General Conditions for all grant awards issued by our office are also located online, at [www.goccp.maryland.gov](http://www.goccp.maryland.gov). The chief elected official, or another legally authorized official of the jurisdiction, state agency, or 501(c)(3) receiving the grant award, must sign the original Grant Award & Acceptance Form, initial each page of the Special Conditions document, and upload them in the Grants Management System within **twenty-one (21) calendar days**. Should the acceptance form not be received, requests for reimbursement will not be honored.

A copy of the grant award, Notification of Project Commencement, and individual project reports has also been sent to the project director. The project director is responsible for completing these and other required forms now and at the end of each reporting period. If the project director changes, we must be notified immediately to avoid potential reporting problems.

Projects may commence as soon as the grant award is signed and you have reviewed and accepted all of the General and Special Conditions. No funds may be encumbered or expended prior to this time without the specific written approval of the Governor's Office of Crime Prevention and Policy.

If you have any questions or need any clarification regarding this grant award, please contact **Paula Fitzpatrick**, your program manager, or **Courtney Thomas**, fiscal specialist. We look forward to working with you on this project and anticipate its success in helping to address criminal justice problems in our state.

Sincerely,

A handwritten signature in black ink that reads "Dorothy Lennig". The signature is written in a cursive style with a prominent initial "D" and a long, sweeping tail.

Dorothy Lennig, Esq.  
Executive Director

cc: Chief Tracy Stone

**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

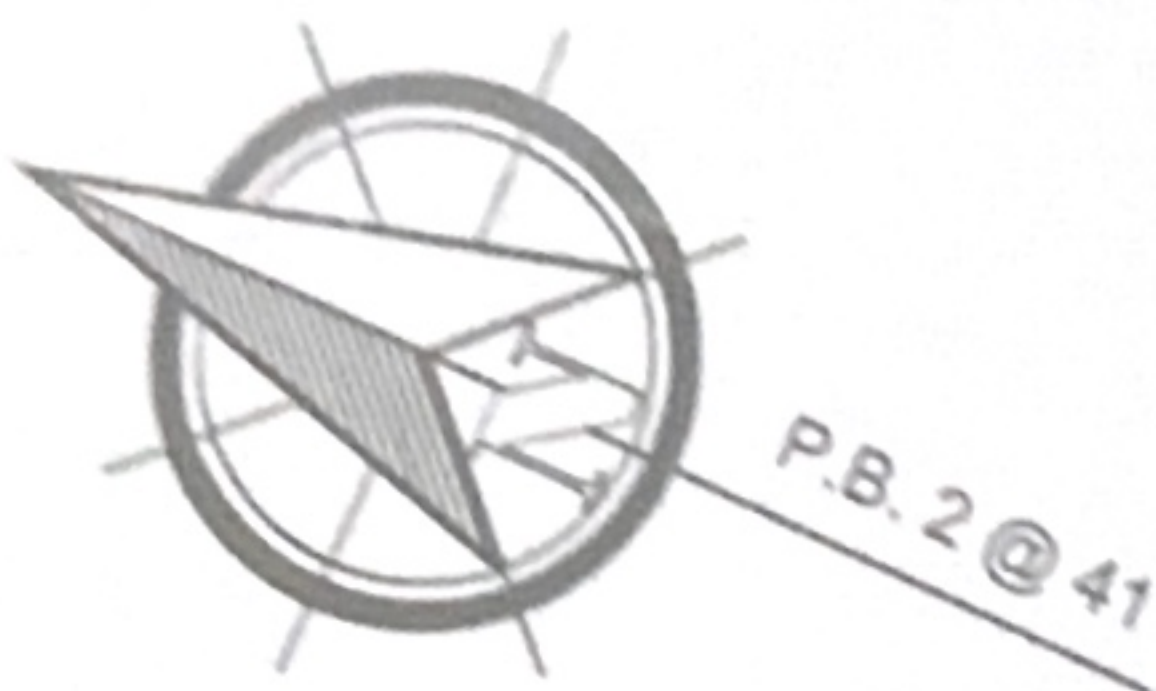
[selamyohnnes05@gmail.com](mailto:selamyohnnes05@gmail.com)

202-644-0469





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



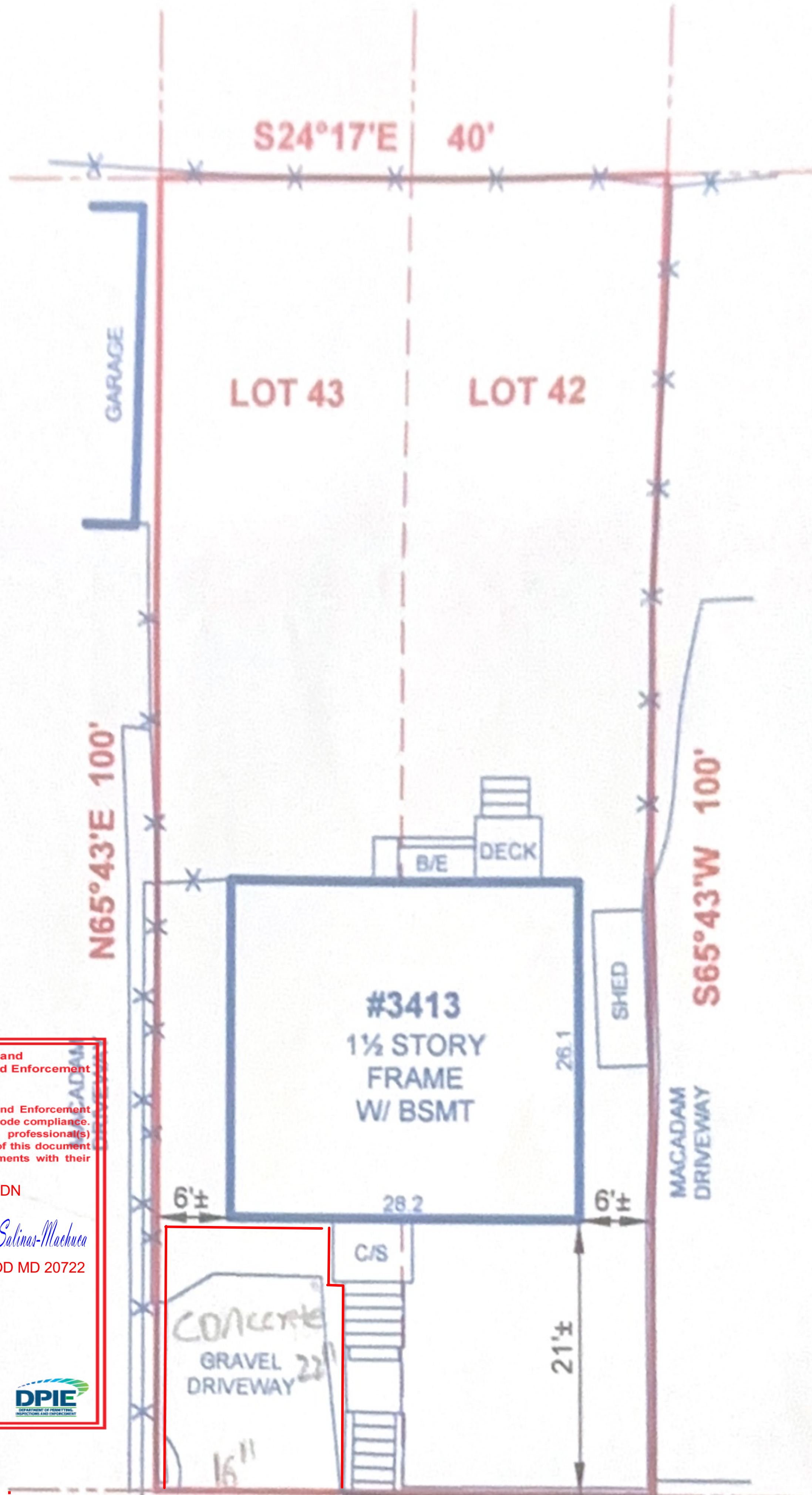
**LEGEND:**

- 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.  
 DPIE



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