



TOWN OF BLADENSBURG WORK SESSION | APRIL 14, 2025

April 14, 2025 at 5:30 PM

4229 Edmonston RD, Bladensburg, MD 20710

AGENDA

Public Access Virtual via live stream of the Town's Facebook and YouTube pages:

<https://www.youtube.com/channel/UCoflhVTBeID3c9oH8GYSW0g>

<https://www.facebook.com/Bladensburgmd>

- 1. Call to Order – 1 min**
- 2. Approval of Agenda – 1 min**
- 3. Approval of Minutes**
 - A. Town of Bladensburg Work Session Minutes | March 10 2025**
 - B. Town of Bladensburg Work Session Minutes | March 18, 2025**
 - C. Town of Bladensburg Work Session Minutes | April 1, 2025**
- 4. Financial Business**
 - A. FY 2026 Budget Update and April Financial Report**
- 5. New Business**
 - A. CONTRACT APPROVAL | Approval of a Payment in lieu of taxes agreement (PILOT) with Osprey Development, LLC, as approved by the Town Attorney in its final form. (Development: Hamlet Woods II). (15 minutes)**
 - B. Discretionary Funds FY 2025 | Town Council Awards - April 2025 (10 minutes)**
 - C. ORDINANCE 11-2025 | AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE TOWN OF BLADENSBURG TO AMEND § 76-4 OF THE TOWN CODE: BUSINESS LICENSE AND PERMIT FEES AND ADDS AN ALARM REGISTRATION FEE. (7 minutes)**
 - D. ORDINANCE 12-2025 | AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE TOWN OF BLADENSBURG TO REPEAL AND REENACT CHAPTER 50, “PROPERTY MAINTENANCE” IN ITS**

ENTIRETY, TO REPEAL CHAPTER 68, “HOUSING STANDARDS” IN ITS ENTIRETY, AND TO ADOPT CHAPTER 49 “RENTAL HOUSING” (7 minutes)

E. ORDINANCE 13-2025 | AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE TOWN OF BLADENSBURG TO AMEND CHAPTER 112, “VEHICLES AND TRAFFIC”. BY ADOPTING §112-14, “STOP SIGN MONITORING SYSTEMS IN SCHOOL ZONES” TO AUTHORIZE USE OF STOP SIGN MONITORING CAMERAS IN SCHOOL ZONES. (7 minutes)

F. RESOLUTION 18-2025 | A RESOLUTION OF THE TOWN COUNCIL OF BLADENSBURG APPOINTING MEMBERS TO THE BOARD OF SUPERVISORS OF ELECTION FOR A TERM BEGINNING APRIL 14, 2025, AND ENDING FEBRUARY 28, 2027 (7 minutes)

G. RESOLUTION 23-2025 | A JOINT RESOLUTION OF THE MAYORS AND COUNCILS OF THE PORT TOWNS OF BLADENSBURG, COLMAR MANOR, COTTAGE CITY, AND EDMONSTON TO FORM A COMMUNITY DEVELOPMENT CORPORATION (CDC) AND ESTABLISH A GOVERNANCE STRUCTURE (5 minutes)

H. RESOLUTION 19-2025 | A RESOLUTION RECOGNIZING ADMINISTRATIVE PROFESSIONALS WEEK, APRIL 20-26, 2025 (2 minutes)

I. RESOLUTION 20-2025 | A RESOLUTION OF RECOGNIZING NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK, APRIL 13-19, 2025. (2 minutes)

J. CONTRACT APPROVAL | Authorization to enter into a Grant Agreement with the Prince George’s County Stormwater Stewardship Award Program (Chesapeake Bay Trust). (2 minutes)

K. CONTRACT APPROVAL | Approval for the Town Administrator to use grant funding to purchase six (6) license plate readers, related equipment, and warranties in an amount not to exceed \$50,536.09 from Motorola Solutions. (3 minutes)

6. Adjournment



TOWN OF BLADENSBURG WORK SESSION | MARCH 10, 2025

March 10, 2025 at 5:30 PM

4229 Edmonston RD, Bladensburg, MD 20710

MINUTES

Public Access Virtual via live stream of the Town's Facebook and YouTube pages:

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<https://www.facebook.com/Bladensburgmd>

1. Call to Order

Mayor James called the meeting to order at 5:40 pm.

2. Approval of Agenda

Mayor James called for a motion to approve the agenda. CM Dixon moved the motion, CM Brown seconded the motion. The motion passed 5-0.

3. Approval of Minutes

A. Town Council Work Session Minutes | February 10, 2025

Mayor James called for a motion to approve the minutes from the February 10th Work Session. CM Brown moved the motion, and CM Blount seconded the motion. The motion passed unanimously, 5-0

B. Town of Bladensburg Budget Work Session Minutes | February 18, 2025

Mayor James called for a motion to approve the minutes from the February 18th Budget Work Session. CM Dixon moved the motion, and CM McBryde seconded the motion. The motion passed unanimously, 5-0

4. New Business

A. Legislative Session Update | March 2025

Mr. Brown provided an update on the current state budget challenges, highlighting the financial difficulties faced by the state and how these challenges may impact municipalities.

He also discussed several pieces of relevant legislation that are under consideration, which could affect local government operations and funding.

B. Resolution 15-2025 | Appointment of Ethics Commission Members for 2025 - 2027

Town Clerk Watson introduced the potential Ethics Commission members to the council: Mr. Newsome, Mr. Wildheart, and Mr. Jackson were present at the meeting. Each candidate provided a brief overview of their professional experience and shared their reasons for being interested in serving on the Ethics Commission. The council members had the opportunity to hear from each candidate and ask any questions regarding their qualifications and interest in the role.

C. FY 2026 Budget Overview | FY 2025 Budget Update | Session 3

Town Administrator Bailey-Hedgepeth presented an overview of the structural budget issues facing the town and outlined proposed cost-saving measures for Fiscal Year 2026. The presentation included an analysis of the current budget challenges and strategies to address these issues, aiming to improve financial sustainability. The proposed measures were discussed, and the council provided feedback and asked questions regarding the impact and feasibility of the recommendations.

D. PEPCO | Street Lighting Update | March 2025

Town Administrator Bailey-Hedgepeth addressed concerns regarding town projects and Pepco Street lighting, promising to bring updates to the council in the future.

E. FY 2025 Community Grant Process Update | March 2025

Town Administrator Bailey-Hedgepeth gave a brief update on the upcoming community grant process.

F. Town Scholarship FY 2025 Update | March 2025

Town Administrator Bailey-Hedgepeth gave a brief update regarding the upcoming town scholarship grant process.

G. Bostwick House Update | Community Activation Event | March 2025

Town Clerk Watson provided a brief update on the upcoming activation event, scheduled for May 3rd from 12 PM to 3 PM. The event, held in partnership with the town, M-NCPPC, the

University of MD, and local nonprofits and groups including the library and Anacostia Watershed, aims to explore the Bostwick property.

H. Mosquito Control Program Prince George's County | 2025 Program

Code Enforcement Supervisor Mr. Rinehart provided a brief update on the renewal of the mosquito control program.

I. Town Hall Update | Neighborhood Design Center | March 2025

Town Administrator Bailey-Hedgepeth shared the initial findings regarding the new town hall needs assessment.

5. Adjournment

Mayor James called for a motion to adjourn the meeting. CM Dixon moved the motion, and CM McBryde seconded the motion. The meeting was adjourned at 6:59 pm.



TOWN COUNCIL BUDGET WORK SESSION | MARCH 18, 2025

March 18, 2025 at 5:30 PM

4229 Edmonston RD, Bladensburg, MD 20710

MINUTES

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1. Call to Order

Mayor James called the meeting to order 5:31 pm

2. Approval of Agenda

Mayor James called for a motion to approve the agenda. Council Member Dixon moved the motion, and Council Member Brown seconded it. The motion passed with a unanimous vote of 5-0.

3. Financial Business

A. FY 2026 Budget Overview Update | Administrative Departments

Town Administrator Bailey-Hedgepeth and Town Treasurer Tinelli presented a comprehensive review of the current budget, highlighting key areas of concern and adjustments needed moving forward. Chief Collington also provided an in-depth update on the recent expansion of Public Safety services over the past several months, detailing new initiatives and the growing needs of the department.

The primary focus of this budget meeting was on the administrative departments. The discussion centered on identifying the causes of revenue loss, the increasing operational expenses, and the challenges posed by these financial pressures. Additionally, several possible areas for cost savings were explored, including potential cuts and efficiencies that could help mitigate the impact of these financial strains on the town's overall budget."

Mayor James called for a motion to excuse Council Member Blount for her absence. Council Member Brown moved the motion, and Council Member McBryde seconded it

4. Adjournment

Mayor James called for a motion to adjourn the meeting. CM McBryde moved the motion, and CM Dixon seconded it. The meeting was adjourned at 6:58 pm.



TOWN COUNCIL BUDGET WORK SESSION | APRIL 01, 2025

April 01, 2025, at 5:30 PM

4229 Edmonston RD, Bladensburg, MD 20710

MINUTES

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1. Call to Order

Mayor James called the meeting to order at 5:34 pm

2. Approval of Agenda

Mayor James called for a motion to approve the agenda. Council Member McBryde moved the motion, and Council Member Blount seconded it. The motion passed 4-0.

3. Financial Business

A. FY 2026 Budget Overview Update | Session 5

Town Administrator Bailey-Hedgepeth presented the budget review, providing an overview of the key budget assumptions, updated cost savings, and revised revenue estimates for both Public Safety and Public Works.

Chief Collington and Town Treasurer Tinelli shared the draft budget for Public Safety, highlighting several proposed measures to reduce costs, including freezing vacant positions, reducing employee recognition programs, and scaling back IT support services.

Additionally, Town Administrator Bailey-Hedgepeth presented the draft budget for Public Works, discussing the financial outlook and potential adjustments within that department.

4. Adjournment

Mayor James called for a motion to adjourn the meeting. CM Dixon moved the motion, and CM McBryde seconded it. The meeting was adjourned at 6:59 pm



Agenda Item Summary Report

Meeting Date: April 14, 2025	Submitted by: Michelle Bailey Hedgepeth Vito Tinelli, Treasurer
Item Title: FY 2026 Budget Overview Update Session 6 - Council Update	
An update on the FY 2026 Budget preparations will focus on revenues, cost-savings, and all departments. Staff will also outline public hearing dates	
Work Session Item [X] Council Meeting Item [X]	Documentation Attached: PowerPoint FY 2026 Budget Session 6 Budget Detail Sheets Draft Proposed FY 2026 Budget Document
Recommended Action:	
This is a report for the Council and residents on the Town Budget update for April 14, 2024.	
<p>Purpose of the Overview: This update continues to provide the Town Council with more context on the evolving budget estimate, with cautions about weakening economic signs and options that would reduce expenditures (including spending and employees compensation) and it includes possibly increasing some tax-related revenues but leaving residential tax rates flat. This session reflects the comments and changes that were made during the previous sessions including those made at the Public Works and Public Safety Budget Meeting on April 1, 2025.</p> <p>Key Highlights:</p> <ul style="list-style-type: none">• Introduction and Overview: Staff will provide information on the Town’s Structural Deficit, which resulted from the end of ARPA funding and other factors. The budget has been built on a key list of budget assumptions.• Possible Cost Savings List & Revenue Options: This has been updated to reflect comments and input provided by the Council at the March 18, 2025, and April 1, 2025, Budget Sessions. This is an overall update for the Town Council• Draft FY 2026 Proposed Budget Document: A copy of the proposed draft budget is included as part of this session.• Next Update: April 29, 2025, Final Session.• The ordinance has been moved to May 12, 2025, to give the Council additional time to evaluate the budget documents. <p>The Town is committed to a transparent and inclusive budget process, ensuring that all stakeholders are informed and engaged as we work toward fiscal priorities for the upcoming year.</p> <p>Staff will be available to answer any questions.</p>	
Budgeted Item: Yes [] No [] Budgeted Amount: One-Time Cost: Ongoing Cost:	Continued Date:
Council Priority: Yes [] No []	Approved Date:



FY 2026 Budget Session #6

April 14, 2025



Topics for Tonight

- Introduction and Overview
- Cost Savings and Revenue Items
- Proposed Tax Rate Options
- Next Steps



Introduction

The Town of Bladensburg is facing a budget shortfall this year and will continue through FY26.

Reasons | Loss of Revenues:

- ARPA funding is no longer available to fund some items
- Traffic Enforcement revenue shortfalls, which have resulted in more reliance on General Fund revenues by Public Safety

Reasons | Growing Expenditures:

- Most of the Town expenditures are related to personnel and services
 - Expenses for services and staffing have grown since FY 21
 - Expenses related to commodities have increased
 - Insurance costs have also risen sharply over the same period of time.



General Information

Saving Measures for FY26 Budget

- A freeze on vacant positions until June 2026 (excluding essential positions)
- Limited to No COLA increases and Merit increases for staff
- Changes to work schedules and hours for Administrative Positions (Public Safety and Public Works excluded)
- Overall reductions to discretionary spending
- No new Capital Purchases
 - The Council could evaluate capital purchases mid-year (December 2025), if the budget situation improves, we can add these to the budget related to public safety.



Savings and Revenue

The Town of Bladensburg staff has developed a few scenarios that will do the following:

- Cut town expenditures on discretionary and non grant funded Capital projects.
- Increase the employee contributions to healthcare costs and take-home vehicles
- Freeze and decrease overall personnel spending
- Keep residential (Homeowners) taxes at the same rate (not changed in over 13 years)

Revenue Increases will occur by implementing the following:

- Raise Tax rates for Commercial and Industrial properties (last changed in over 13 years ago)
- Raise Tax rates for Apartment
- Increase Business License Fee (last changes in 2017)
- Changes to Utility and Personal Property taxes



Tax Rate Options

Currently Budgeted

Residential no change, Increase Commercial and Apartments to \$.82

Property Assessments	Assessments	Rate	Amount
Residential @ \$.74	286,858,732	0.74%	2,122,755
Commercial @ \$.82	138,941,533	0.82%	1,139,321
Apartments @ \$.82	208,510,566	0.85%	1,772,340
	634,310,831		5,034,415

Option A

Increase Commercial to \$.80, and Apartments to \$.85

Property Assessments	Assessments	Rate	Amount
Residential @ \$.74	286,858,732	0.74%	2,122,755
Commercial @ \$.80	138,941,533	0.80%	1,111,532
Apartments @ \$.85	208,510,566	0.85%	1,772,340
	634,310,831		5,006,627

Option B

Residential no change, Increase Commercial and Apartments to \$.85

Property Assessments	Assessments	Rate	Amount
Residential @ \$.74	286,858,732	0.74%	2,122,755
Commercial @ \$.85	138,941,533	0.85%	1,181,003
Apartments @ \$.85	208,510,566	0.85%	1,772,340
	634,310,831		5,076,097



What to expect next?

- Finalization of Revenue options
- Updated Estimated Cost Saving
- Review of overall budget
- Tax Rate Hearing
- Budget Ordinance



Next Steps

Budget Sessions:

Held throughout | March – May 2025

Next Session | April 29, 2025

Final Budget Session

April 29, 2025

If there are changes to the Real Estate Tax Rate:

- Need at least one week to advertise for a hearing
- Any proposals have been included in meeting materials

Final Budget Session #7
Monday, April 29, 2025
(if needed)

Tax Rate Hearing

May 12, 2025
Council Meeting

Ordinance Approval Process

- **Ordinance Budget** Monday, May 12, 2025. Budget
- **Adoption date**, Monday, June 9, 2025.

Thank You !



**Town of Bladensburg
FY26 Draft Budget**

	FY24 Budget	FY25 Budget	FY26 Budget	% of Total	Inc. over FY25
REVENUES					
Real Estate Taxes	4,179,813	4,560,000	5,034,415	42%	10%
Business Personal Property Taxes	1,045,000	1,125,000	1,340,000	11%	19%
Income Tax	600,000	650,000	650,000	5%	0%
Other Local Taxes	40,000	20,000	20,000	0%	0%
Licenses and Permits	205,000	215,000	205,000	2%	-5%
Federal Funding	2,438,133	1,200,000	1,500,000	12%	25%
State Funding	735,200	1,827,766	1,827,766	15%	0%
County Funding	24,856	24,856	24,856	0%	0%
Service Charges	1,312,418	2,081,000	1,044,000	9%	-50%
Other Revenues	193,000	351,000	372,200	3%	6%
Grants	300,000	489,500	-	0%	-100%
Transfer from Speed Camera Fund Bal.	684,999				
Transfer from Fund Balance	494,260	575,114	-	0%	-100%
TOTAL REVENUES	12,252,679	13,119,236	12,018,237	100%	-8%
EXPENDITURES BY DEPARTMENT					
Mayor and Council	289,426	323,510	331,788	3%	3%
Town Administrator	437,743	485,943	473,351	4%	-3%
Clerk	347,903	404,266	415,792	3%	3%
Finance	420,934	397,295	357,008	3%	-10%
Subtotal Administration	1,496,006	1,611,014	1,577,939	13%	-2%
Public Safety / Traffic Enforcement	7,181,931	7,370,704	6,636,859	54%	-10%
Public Works	1,328,742	1,310,518	1,396,753	11%	7%
ARPA Projects	1,646,000	200,000	500,000	4%	150%
Grants - Restricted	300,000	327,000	-	0%	-100%
Capital Projects - Federal/State Funds	300,000	2,300,000	2,200,000	18%	-4%
TOTAL EXPENDITURES	12,252,679	13,119,236	12,311,551	100%	-6%
Surplus/(Deficit)	-	-	(293,314)		

**Town of Bladensburg
FY26 Draft Budgeted Revenues**

	FY24 Budget	FY25 Budget	FY26 Budget	% inc.	Notes to Line Items
4000 · Property Taxes					
4020 · Real Estate Taxes	4,179,813	4,560,000	5,034,415	10%	Residential @ \$.0074, Commerical @ \$.0082, Apartments @ \$.0085
4040 · Business Personal Property Tax	1,045,000	795,000	950,000	19%	Assessed business personal property of \$38M x \$.0250 tax rate not inc. below
4060 · Personal Property Tax - Other		330,000	390,000	18%	*New* - Utility and Rail Road personal property assessments of \$12M x \$.0325
Total 4000 · Property Taxes	5,224,813	5,685,000	6,374,415	12%	
4100 · Income Tax	600,000	650,000	650,000	0%	Income Tax collected by the State and remitted to the Town
4200 · Other Local Taxes					
4220 · Admissions and Amusement Tax	40,000	20,000	20,000	0%	Tax collected by the State and remitted to the Town for rentals, cover charges,
Total 4200 · Other Local Taxes	640,000	670,000	670,000	0%	and coin operated machines
4300 · Licenses and Permits					
4310 · Local Business Licenses	80,000	80,000	110,000	38%	Business license and apartment rental license fees
4320 · County Traders License	15,000	15,000	15,000	0%	Share of County business licenses remitted to Town
4370 · Cable Franchise Fees	110,000	120,000	80,000	-33%	Fees based on subscribership of Comcast and Verizon
Total 4300 · Licenses and Permits	205,000	215,000	205,000	-5%	
4400 - Federal Funding (ARPA)	2,288,133	200,000	500,000	150%	ARPA funding Community Initiatives
4410 · Federal Earmark	150,000	1,000,000	1,000,000	0%	Senator Ben Cardin Earmark of \$1M
Total 4400 · Federal Funding	2,438,133	1,200,000	1,500,000		
4500 · State Funding					
4510 · Highway User Revenues	285,200	327,766	327,766	0%	State allocation for roads maintenance
4520 · Police Aid	300,000	300,000	300,000	0%	Annual grant from Governor's Office for Crime Control and Prevention
4550 · State Bond Bill	150,000	1,200,000	1,200,000		State Bond Bill for Bostwick
Total 4500 · State Funding	735,200	1,827,766	1,827,766	0%	
4600 · County Funding					
4620 · County Disposal Fee Rebate	22,484	22,484	22,484	0%	Rebate for using County dumps
4640 · Bank Stock	2,372	2,372	2,372	0%	Fixed amount received annually as part of a 1960's hold harmless agreement
Total 4600 · County Funding	24,856	24,856	24,856	0%	to discontinue taxing bank shares
4700 · Service Charges					
4720 · Local Fines/Fees	15,000	40,000	40,000	0%	Public Safety, Code, parking violations, and impound fees
4730 · Copier Fees	3,000	3,000	3,000	0%	Fees collected for Police Reports and Public Information Act requests
4740 · Fingerprinting	1,000	1,000	1,000	0%	Service offered through Maryland's Criminal Justice Information Service
4780 · Red Light Enforcement	-	537,000	-		Fines generated for red light enforcement
4770 · Automated Traffic Enforcement	1,293,418	1,500,000	1,000,000	-33%	Fines generated for automated traffic enforcement
Total 4700 · Service Charges	1,312,418	2,081,000	1,044,000	-50%	
4800 · Other Revenues					
4810 · Insurance Reimbursement	60,000	50,000	50,000	0%	Annual rebate from health insurance and reimbursed costs for insured losses
4820 · Bus Shelter Advertising	2,000	-	-		Revenues remitted to us for advertising contracts on bus shelters
4830 · Property Rental	42,000	42,000	42,000	0%	Rental of Mango Café
4840 · Vehicle Deployment	7,000	7,000	28,200	303%	Payroll deduction for Public Safety take home vehicles
4870 · Misc. Revenues	2,000	2,000	2,000	0%	Misc. receipts which do not fall in any above revenue accounts
4880 · Interest Earned	80,000	250,000	250,000	0%	Interest earned through MD Local Government Investment Pooled accounts
Total 4800 · Other Revenues	193,000	351,000	372,200	6%	
4900 · Restricted Revenues					
4950 - Community Legacy	290,000	150,000	-	-100%	Street lighting project completion
4960 · CDBG Construction Grant	-	167,000	-		
4970 · Other Grants	10,000	172,500	-		COPS Unit donations
Total 4900 · Restricted Revenues	300,000	489,500	-	-100%	
4998 · Transfer from Speed Camera Fund Balance	684,999				
4999 · Transfer from Fund Balance	494,260	575,114	-	-100%	Budget reconciliation to have a balanced budget when expenses > revenues
Total Revenues	12,252,679	13,119,236	12,018,237	-8%	

Town of Bladensburg
Mayor and Council FY26 Draft Budget

	FY24 Budget	FY25 Budget	FY26 Budget	% inc.	Notes to Line Items
6000 · Compensation					
6010 · Regular Pay	60,008	62,708	61,568	-2%	Compensation for the Mayor and (4) Council Members
6030 · FICA	4,591	4,797	4,710	-2%	7.65% employer tax on total pay
6040 · Health Insurance	40,468	45,651	48,626	7%	Health, Dental, Vision insurance based upon enrollment in plans
6050 · Pension	6,559	6,854	5,384	-21%	Contribution to MD State Retirement System
6060 · Workers Comp	2,000	500	500	0%	Required liability insurance
Total 6000 · Compensation	113,626	120,510	120,788	0%	
6145 · Council Business Development	22,000	26,000	30,000	15%	Attendance for meetings and conferences to MML, NLC, PGCMA, AAMA
6160 · Employee Recognition	8,000	15,000	15,000	0%	Staff recognitions, lunches, awards, and Christmas.
6210 · Council Projects	2,500	2,500	2,500	0%	Discretionary funding for local organizations and projects
6225 · Community Grants					
6226 · Fire Department Donation	30,000	30,000	30,000	0%	Annual donation to Bladensburg VFD
6227 · Scholarships	5,000	5,000	5,000	0%	New - for Bladensburg students to attend college or vocational school/studies
6225 · Community Grants - Other	12,000	12,000	12,000	0%	\$2,000 grants given on an application basis
Total 6225 · Community Grants	47,000	47,000	47,000	0%	
6230 · Community Events	66,000	66,000	70,000	6%	Events such as Fireworks, Yule Log, Black History Month Celebration, Food asst., etc.
6235 · Senior Citizen Projects	4,500	4,500	4,500	0%	\$1,500 donation given to the three Senior Housing Communities to fund events
6255 · Town Meetings	5,000	6,000	6,000	0%	Video production and recording of Town meetings and refreshments
6320 · Wireless Communications	4,800	0	-		\$80 monthly cell phone allotment - ceased during FY24
6420 · Computer Expense	-	-	-		
6550 · Insurance - Liability	3,000	2,000	2,000	0%	Elected official liability insurance through LGIT
6825 · Membership	13,000	20,000	20,000	0%	MML, National League of Cities, PGCMA, Metro Washington Council of Govts., etc.
6835 · Travel		14,000	14,000	0%	Travel and accommodations associated with meetings and conferences
Total Expense	289,426	323,510	331,788	3%	

Town of Bladensburg
Town Administrator FY26 Draft Budget

	FY24 Budget	FY25 Budget	FY26 Budget	% inc.	Notes to Line Items
6000 · Compensation					
6010 · Regular Pay	150,613	156,760	147,050	-6%	(1) Town Administrator reduced
6030 · FICA	11,522	11,992	11,249	-6%	7.65% employer tax on total pay
6040 · Health Insurance	14,686	24,557	26,479	8%	Health, Dental, and Vision insurance based upon enrollment
6050 · Pension	16,462	17,134	16,073	-6%	Contribution to MD State Retirement System
6060 · Workers Comp	500	500	500	0%	Required liability insurance
Total 6000 · Compensation	193,783	210,943	201,351	-5%	
6110 · Tuition Reimbursement	1,000	1,000	-	-100%	Continuing Education courses
6140 · Professional Development	4,000	4,000	3,000	-25%	Training and leadership conferences (MML, ICMA, etc.)
6255 · Town Meetings	-	5,000.00	5,000		Reclassified to Mayor and Council budget
6260 · Transportation	60,000	60,000	60,000	0%	Port Towns Call-a- Bus local transportation service
6320 · Wireless Communications	960	-	-		
6400 · Computer	-	-	-		
6560 · Legal	40,000	40,000	40,000	0%	Town Attorney fees and specialized legal counsel as/if needed
6580 · Contractual Services	100,000	125,000	125,000	0%	Lobbyist, Economic Development, HR Consultant, Grant writer, etc.
6810 · Advertising	30,000	30,000	30,000	0%	Quarterly newsletters and promotions
6820 · Website	4,000	4,000	4,000	0%	Website hosting and platform services
6825 · Membership	1,000	1,000	1,000	0%	Annual memberships for professional and trade organizations
6835 · Travel	3,000	5,000	4,000	-20%	Per diem and travel costs for attendance to seminars and conferences
Total Expense	437,743	485,943	473,351	-3%	

Town of Bladensburg

Town Clerk FY26 Draft Budget

	FY24 Budget	FY25 Budget	FY26 Budget	% inc.	Notes to Line Items
6000 · Compensation					
6010 · Regular Pay	203,803	255,963	247,670	-3%	<div style="display: flex; align-items: center;"> <div style="margin-right: 10px;"> <div style="width: 10px; height: 10px; border: 1px solid black; margin-bottom: 5px;"></div> <div style="width: 10px; height: 10px; border: 1px solid black; margin-bottom: 5px;"></div> <div style="width: 10px; height: 10px; border: 1px solid black; margin-bottom: 5px;"></div> <div style="width: 10px; height: 10px; border: 1px solid black; margin-bottom: 5px;"></div> <div style="width: 10px; height: 10px; border: 1px solid black; margin-bottom: 5px;"></div> <div style="width: 10px; height: 10px; border: 1px solid black;"></div> </div> <div> Hours Reduced (1) Clerk (1) Deputy Clerk (1) Marketing Coordinator </div> </div>
6020 · Overtime	3,000	10,000	10,000	0%	
6030 · FICA	15,820	20,346	19,712	-3%	
6040 · Health Insurance	22,574	29,078	51,938	79%	
6050 · Pension	24,728	27,977	27,070	-3%	
6060 · Workers Comp	500	500	500	0%	
ARPA Funded	24,156				
Total 6000 · Compensation	294,581	343,864	356,890	4%	
6110 · Tuition Reimbursement	2,000	2,000	2,000	0%	Continuing Education courses
6140 · Professional Development	3,000	3,000	2,000	-33%	Training and leadership conferences
6240 · Memorials	2,000	2,000	2,000	0%	Condolence gifts
6270 · Historic Promotion	2,402	2,402	2,402	0%	Annual dues to Anacostia Trails Heritage Area
6320 · Wireless Communications	1,920	-	-		
6400 · Computer	-	-	-	0%	
6460 · Software Contract	10,000	15,000	15,000	0%	Annual licensing meeting, PIA, and scanning software
6570 · Equipment Lease	5,000	8,000	8,000	0%	Copier lease and usage costs and postage machine lease
6825 · Membership	500	500	500	0%	Annual memberships for professional and trade organizations
6835 · Travel	1,500	1,500	1,000	-33%	Per diem and travel costs for attendance to seminars and conferences
6850 · Office Supplies	8,000	8,000	8,000	0%	Office consumables
6855 · Postage	2,000	3,000	3,000	0%	Town mailings
6880 · Election Costs	8,000	8,000	8,000	0%	Costs for machines and ballots in case of vacancy
6890 · Utilities	7,000	7,000	7,000	0%	30% of electric, water, gas, and sewer for Town Hall, balance to Public Safety
Total Expense	347,903	404,266	415,792	3%	

Town of Bladensburg Finance FY26 Draft Budget

	FY24 Budget	FY25 Budget	FY26 Budget	% inc.	Notes to Line Items
6000 · Compensation					
6010 · Regular Pay	198,467	237,792	223,119	-6%	<div> <div>Hours reduced</div> <div>(1) Treasurer</div> <div>(1) Accounting Assistant</div> <div>Pension contribution + annual admin fee for all employees of \$7,800</div> </div>
6020 · Overtime	1,000	1,000	1,000	0%	
6030 · FICA	15,259	18,191	17,069	-6%	
6040 · Health Insurance	10,067	10,821	9,933	-8%	
6050 · Pension	24,871	25,991	24,387	-6%	
6060 · Workers Comp	500	500	500	0%	
ARPA Funded	31,310				
Total 6000 · Compensation	281,474	294,295	276,008	-6%	
6110 · Tuition Reimbursement	2,000	4,000	-	-100%	Continuing Education courses
6140 · Professional Development	2,000	2,000	2,000	0%	Training and leadership conferences to MDGFAO, MML, and MACO
6150 · Payroll Service	6,000	8,000	8,000	0%	Fees for payroll service, quarterly and annual tax filings, W-2's, and 1099's
6320 · Wireless Communications	960	-	-		
6400 · Computer	-	-	-	0%	
6460 · Software Contract	2,000	2,500	12,000	380%	Annual finance software licensing
6510 · Audit	17,000	15,000	15,000	0%	Annual audit plus single audit for ARPA funds - 4th year of 4 year contract
6520 · Bank Charges	5,000	5,000	5,000	0%	Banking fees
6530 · Bad Debts	6,000	8,000	8,000	0%	Write-off of uncollectable Personal Property taxes for businesses which closed
6550 · Insurance - Liability	10,000	10,000	12,000	20%	Liability and Umbrella Policies for Town, along with Fidelity and Crimes Coverage
6825 · Membership	500	500	500	0%	Annual memberships for professional and trade organizations
6835 · Travel	1,000	1,000	500	-50%	Per diem and travel costs for attendance to seminars and conferences
Subtotal	333,934	350,295	339,008	-3%	
6950 · Debt Service	87,000	47,000	18,000	-62%	Principal and interest payments for leased body cameras and tasers
Total Expense	420,934	397,295	357,008	-10%	

Town of Bladensburg
Administration Combined (Town Admin., Clerk, Finance)
FY26 Draft Budget

	FY24 Budget	FY25 Budget	FY26 Budget	% inc.	Notes to Line Items
6000 · Compensation					
6010 · Regular Pay	552,883	650,515	617,839	-5%	Town Administrator, Clerk, Treasurer, and admin staff reduced hours
6020 · Overtime	4,000	11,000	11,000	0%	Overtime incurred for clerical staff
6030 · FICA	42,601	50,529	48,030	-5%	7.65% employer tax on total pay
6040 · Health Insurance	47,327	64,456	88,350	37%	Health, Dental, Vision insurance based upon enrollment in plans
6050 · Pension	66,061	71,102	67,530	-5%	Contribution to MD State Retirement System
6060 · Workers Comp	1,500	1,500	1,500	0%	Required liability insurance
ARPA Funded	55,466				
Total 6000 · Compensation	769,838	849,102	834,249	-2%	
6110 · Tuition Reimbursement	5,000	7,000	2,000	-71%	Continuing Education courses
6140 · Professional Development	9,000	9,000	7,000	-22%	Training and leadership conferences
6150 · Payroll Service	6,000	8,000	8,000	0%	Payroll service, tax filings, W-2's, and 1099's
6240 · Memorials	2,000	2,000	2,000	0%	Condolence gifts
6255 · Town Meetings	-	-	5,000		Refreshments for meetings
6260 · Transportation	60,000	60,000	60,000	0%	Transportation Service
6270 · Historic Promotion	2,402	2,402	2,402	0%	Annual dues to Anacostia Trails Heritage Area
6320 · Wireless Communications	3,840	-	-		Cell phone reimbursement ceased FY24
6400 · Computer	-	-	-		Replacement costs of workstation and peripherals for office
6460 · Software Contract	12,000	17,500	27,000	54%	Licensing costs for meeting, PIA, and accounting software and shredding svc.
6510 · Audit	17,000	15,000	15,000	0%	Annual audit expenses
6520 · Bank Charges	5,000	5,000	5,000	0%	Banking fees
6530 · Bad Debts	6,000	8,000	8,000	0%	Write-offs of uncollectable Personal Property taxes for businesses which have closed
6550 · Insurance - Liability	10,000	10,000	12,000	20%	Liability and Umbrella Policies for Town, along with Treasurer bondings
6560 · Legal	40,000	40,000	40,000	0%	Town Attorney fees and Franchise Fee negotiations billed by County
6570 · Equipment Lease	5,000	8,000	8,000	0%	Copier lease and usage costs and postage machine lease
6580 · Contractual Services	100,000	125,000	125,000	0%	Lobbyist fees, HR Consultant, Annexation consultation
6810 · Advertising	30,000	30,000	30,000	0%	Quarterly newsletters and promotions
6820 · Website	4,000	4,000	4,000	0%	Website hosting and platform services
6825 · Membership	2,000	2,000	2,000	0%	Annual memberships for professional and trade organizations
6835 · Travel	5,500	7,500	5,500	-27%	Per diem and travel costs for attendance to seminars and conferences
6850 · Office Supplies	8,000	8,000	8,000	0%	Office consumables
6855 · Postage	2,000	3,000	3,000	0%	Town mailings
6880 · Election Costs	8,000	8,000	8,000	0%	Costs for machines and ballots in case of need for special election
6890 · Utilities	7,000	7,000	7,000	0%	30% of electric, water, gas, and sewer for Town Hall, balance to Public Safety
Subtotal	1,119,580	1,235,504	1,228,151	-1%	since not metered separately
6950 · Debt Service	87,000	47,000	18,000	-62%	Principal and interest payments for leased body cameras and tasers
Total Expense	1,206,580	1,282,504	1,246,151	-3%	
	10%	10%	10%	Percent of total budgeted expenditures	

**Town of Bladensburg
Public Safety FY26 Draft Budget**

	FY25 Total	FY26 Operating	FY26 Traffic	FY26 Total	% inc.	Notes to Line Items
6000 · Compensation						
6010 · Regular Pay	3,804,792	3,428,874	-	3,428,874	-10%	Funding for: Chief of Police and (28) Law Enforcement Officers (6) Communications/PIO (3) Code Enforcement (1) Cadet part-time (2) Community Coord. and Executive Asst. (40) Total employees to Public Safety
6020 · Overtime	350,000	400,000	-	400,000	14%	
6030 · FICA	317,842	292,879	-	292,879	-8%	
6040 · Health Insurance	708,706	703,373	-	703,373	-1%	
6050 · Pension	415,864	374,733	-	374,733	-10%	
6060 · Workers Comp	250,000	250,000	-	250,000	0%	
ARPA Funded	-			-		
Total 6000 · Compensation	5,847,204	5,449,859	-	5,449,859	-7%	
6110 · Tuition Reimbursement	20,000	10,000	10,000	20,000	0%	Reimbursement for new officers to attend training academy.
6120 · Uniforms	80,000	80,000	-	80,000	0%	Uniforms, new officer bullet proof vests and outer carry vests
6130 · Recruitment	16,000	16,000		16,000	0%	Background checks, investigations, and psychological evaluations for new hires
6140 · Professional Development	50,000	35,000	15,000	50,000	0%	Training and leadership opportunities
6160 · Employee Recognition	14,000	4,000	6,000	10,000	-29%	Commendations and recognitions
6230 · Community Events	20,000	20,000		20,000	0%	NNO, Movie in the Park, Shop w/Cop, Citizens Police Academy, Safe Streets, etc.
6310 · Telephone	32,000	32,000		32,000	0%	All Town phone services run through Communications
6320 · Wireless Communications	60,000	60,000		60,000	0%	Mobile Data Terminals on cruisers, T-Mobile hotspots, wireless phones
6330 · Communications Contracts	40,000	-	40,000	40,000	0%	Licensing and upkeep of mobile radios radio tower
6340 · Interoperability	-	-		-		Reclassified to Software Contracts
6350 · Internet Access	7,000	7,000		7,000	0%	Broadband access for Town Hall and for COPS office
6360 · Data Fees	-	-		-		Reclassified to Contractual Services
6420 · Computer Expense	40,000	20,000	20,000	40,000	0%	Hardware purchases and upgrades
6440 · IT Support	142,500	-	100,000	100,000	-30%	Contractual services to manage computers, servers, hardware, and software
6460 · Software Contract	60,000	35,000	25,000	60,000	0%	Barracuda backup, Trend Micro, SonicWall, LIPDR, Records Management, etc.
6545 · Insurance - Auto	50,000	60,000		60,000	20%	Insurance on Town vehicles
6550 · Insurance - Liability	50,000	50,000		50,000	0%	Police liability
6570 · Equipment Lease	10,000	10,000	-	10,000	0%	Monthly copier lease and usage charges for (2) copiers and postage meter
6580 · Contractual Services	120,000	20,000	100,000	120,000	0%	Equifax, Lexis Nexus, storage. Shot Spotter and Grants Mgr. under Speed Camera
6590 · Automated Traffic Enforcement	125,000	-	125,000	125,000	0%	Automated traffic enforcement service
6620 · Fuel	115,000	115,000		115,000	0%	Fuel for all Public Safety vehicles
6640 · Vehicle Repairs and Maintenance	40,000	40,000		40,000	0%	Maintenance and repairs to Public Safety vehicles
6650 · Vehicle Body Repairs	25,000	25,000		25,000	0%	Repairs paid for damage to vehicles, less deductible if applicable
6670 · Equipment Maintenance	-	-		-		Radar certification, reclassified to Contractual Services
6680 · Weapon Repairs and Supplies	15,000	15,000		15,000	0%	Firearm purchases and ammo for range
6825 · Membership	10,000	10,000		10,000	0%	Memberships to professional and trade organizations
6835 · Travel	8,000	8,000		8,000	0%	Lodging and per diem for conferences, trainings, and seminars
6850 · Office Supplies	15,000	15,000		15,000	0%	Office consumables for Public Safety
6855 · Postage	3,000	3,000		3,000	0%	Mailings for investigations, complaints, and tickets
6865 · Supplies	20,000	20,000		20,000	0%	Vehicle and safety supplies and investigation kits
6870 · K9 Supplies	15,000	15,000		15,000	0%	Supplies and veterinarian care
6885 · Finger Printing	1,000	1,000		1,000	0%	Charges by CJS to perform finger print scans
6890 · Utilities	20,000	20,000		20,000	0%	Utilities for Public Safety Office and Police Annex
Subtotal	7,070,704	6,195,859	441,000	6,636,859	-6%	
6970 · Capital Outlay						
6975 · Capital Outlay - Speed Camera						
6970 · Capital Outlay - Other	300,000		-	-		
Total 6970 · Capital Outlay	300,000	-	-	-	-100%	
Total Expense	7,370,704	6,195,859	441,000	6,636,859	-10%	
	TOTAL	Operations	Traffic Enf.	TOTAL		

Town of Bladensburg Public Works FY26 Draft Budget

	<u>FY24 Budget</u>	<u>FY25 Budget</u>	<u>FY26 Budget</u>	% inc.	<u>Notes to Line Items</u>
6000 · Compensation					
6010 · Regular Pay	318,158	410,908	421,450	3%	(1) Supervisor (5) F/T Workers
6020 · Overtime	10,000	10,000	15,000	50%	
6030 · FICA	25,104	32,199	33,388	4%	
6040 · Health Insurance	69,282	86,499	107,361	24%	
6050 · Pension	39,224	44,912	46,054	3%	
6060 · Workers Comp	35,000	40,000	40,000	0%	
ARPA Funded	44,974				No ARPA funding for FY25 and Town Beautification teams
Total 6000 · Compensation	<u>541,742</u>	<u>624,518</u>	<u>663,253</u>	6%	
6110 · Tuition Reimbursement	3,500	3,500	1,000	-71%	Education opportunities
6120 · Uniforms	3,000	4,000	4,000	0%	Work and safety gear
6140 · Professional Development	2,000	2,000	2,000	0%	Training and leadership opportunities
6350 · Internet Access	3,000	3,000	3,000	0%	Internet access
6420 · Computer Expense	-	-	-		
6620 · Fuel	20,000	20,000	20,000	0%	Fuel for equipment and Public Safety trucks
6640 · Vehicle Repairs and Maint.	20,000	20,000	20,000	0%	Repairs and upkeep of trucks and attached equipment
6670 · Equipment Maintenance	10,000	10,000	10,000	0%	Repairs and upkeep of mowers and heavy equipment
6710 · Building Maintenance	50,000	50,000	50,000	0%	Repairs and upkeep of all Town facilities
6720 · Grounds Maintenance	30,000	30,000	30,000	0%	Upkeep of grounds around Town buildings, roads, parks, and right of ways
6740 · Street Lights	50,000	50,000	50,000	0%	Lighting costs for Town roads and paths
6750 · Sanitation Contract	300,000	250,000	300,000	20%	Contracted 2x weekly trash pickup and 1x weekly bulk trash and yard waste
6760 · Landfill Fees	16,000	15,000	15,000	0%	Disposal costs of street and roadway debris
6770 · Building Supplies	10,000	12,000	12,000	0%	Building consumables - paper towels, water, cleaning supplies, etc.
6790 · Janitorial Services	30,000	36,000	36,000	0%	Contracted service for daily cleaning of Town buildings
6835 · Travel	500	500	500	0%	Costs associated with attending conferences and seminars
6860 · Shop Supplies	3,000	2,000	2,000	0%	Shop consumables
6890 · Utilities	28,000	28,000	28,000	0%	Electric, water, sewer, and gas for Public Works building and Bostwick
Subtotal	<u>1,120,742</u>	<u>1,160,518</u>	<u>1,246,753</u>	7%	
6970 · Capital Outlay					
6979 · Highway User Projects	150,000	150,000	150,000		Street repairs funded through Highway User Revenues
6970 · Capital Outlay - Other	<u>58,000</u>	<u>-</u>	<u>-</u>		
Total 6970 · Capital Outlay	208,000	150,000	150,000	0%	
Total Expense	<u>1,328,742</u>	<u>1,310,518</u>	<u>1,396,753</u>	7%	

Town of Bladensburg
Budget Summary
July 2025 through June 2026

	<u>Jul '25 - Jun 26</u>
Ordinary Income/Expense	
Income	
4000 · Property Taxes	
4020 · Real Estate Taxes	5,034,415
4040 · Business Personal Property Tax	950,000
4060 · Personal Property Tax - Other	390,000
	<hr/>
Total 4000 · Property Taxes	6,374,415
4100 · Income Tax	650,000
4200 · Other Local Taxes	
4220 · Admissions and Amusement Tax	20,000
	<hr/>
Total 4200 · Other Local Taxes	20,000
4300 · Licenses and Permits	
4310 · Local Business Licenses	110,000
4320 · County Traders License	15,000
4370 · Cable Franchise Fees	80,000
	<hr/>
Total 4300 · Licenses and Permits	205,000
4400 · Federal Funding	
4410 · Federal Earmark	1,000,000
4400 · Federal Funding - Other	500,000
	<hr/>
Total 4400 · Federal Funding	1,500,000
4500 · State Funding	
4510 · Highway User Revenues	327,766
4520 · Police Aid	300,000
4550 · Bond Bill	1,200,000
	<hr/>
Total 4500 · State Funding	1,827,766
4600 · County Funding	
4620 · County Disposal Fee Rebate	22,484
4640 · Bank Stock	2,372
	<hr/>
Total 4600 · County Funding	24,856
4700 · Service Charges	
4720 · Local Fines/Fees	40,000
4730 · Copier Fees	3,000
4740 · Fingerprinting	1,000
4760 · Reimbursements	
4770 · Automated Traffic Enforcement	1,000,000
	<hr/>
Total 4700 · Service Charges	1,044,000
4800 · Other Revenues	
4810 · Insurance Reimbursement	50,000
4830 · Property Rental	42,000
4840 · Vehicle Deployment	28,200
4870 · Misc. Revenues	2,000
4880 · Interest Earned	250,000
	<hr/>
Total 4800 · Other Revenues	372,200
4900 · Restricted Revenues	
4997 · Transfer from HUR Fund Balance	
4998 · Transfer from Speed Camera Fund	
4999 · Transfer from Fund Balance	
	<hr/>
Total Income	12,018,237
	<hr/>
Gross Profit	12,018,237

Town of Bladensburg
Budget Summary
July 2025 through June 2026

	Jul '25 - Jun '26
Expense	
6000 · Compensation	
6010 · Regular Pay	4,529,731
6020 · Overtime	426,000
6030 · FICA	379,007
6040 · Health Insurance	947,710
6050 · Pension	493,701
6060 · Workers Comp	292,000
Total 6000 · Compensation	7,068,149
6110 · Tuition Reimbursement	23,000
6120 · Uniforms	84,000
6130 · Recruitment	16,000
6140 · Professional Development	
6145 · Council Business Development	30,000
6140 · Professional Development - Other	59,000
Total 6140 · Professional Development	89,000
6150 · Payroll Service	8,000
6160 · Employee Recognition	25,000
6210 · Council Projects	2,500
6220 · Community Initiatives	
6221 · Housing Assistance	
6222 · Business/Non-Profit Assistance	
6223 · Food Assistance	
6224 · Monitoring	
Total 6220 · Community Initiatives	
6225 · Community Grants	
6226 · Fire Department Donation	30,000
6227 · Scholarships	5,000
6225 · Community Grants - Other	12,000
Total 6225 · Community Grants	47,000
6230 · Community Events	90,000
6235 · Senior Citizen Projects	4,500
6240 · Memorials	2,000
6255 · Town Meetings	11,000
6260 · Transportation	60,000
6270 · Historic Promotion	2,402
6310 · Telephone	32,000
6320 · Wireless Communications	60,000
6330 · Communications Contracts	40,000
6350 · Internet Access	10,000
6360 · Data Fees	
6420 · Computer Expense	40,000
6440 · IT Support	100,000
6460 · Software Contract	87,000
6510 · Audit	15,000
6520 · Bank Charges	5,000
6530 · Bad Debts	8,000
6545 · Insurance - Auto	60,000
6550 · Insurance - Liability	64,000
6560 · Legal	40,000
6570 · Equipment Lease	18,000
6580 · Contractual Services	245,000
6590 · Automated Traffic Enforcement	125,000
6620 · Fuel	135,000
6640 · Vehicle Repairs and Maintenance	60,000
6650 · Vehicle Body Repairs	25,000
6670 · Equipment Maintenance	10,000

Town of Bladensburg
Budget Summary
July 2025 through June 2026

	Jul '25 - Jun 26
6680 · Weapon Repairs and Supplies	15,000
6710 · Building Maintenance	50,000
6720 · Grounds Maintenance	30,000
6740 · Street Lights	50,000
6750 · Sanitation Contract	300,000
6760 · Landfill Fees	15,000
6770 · Building Supplies	12,000
6790 · Janitorial Services	36,000
6810 · Advertising	30,000
6820 · Website	4,000
6825 · Membership	32,000
6835 · Travel	28,000
6850 · Office Supplies	23,000
6855 · Postage	6,000
6860 · Shop Supplies	2,000
6865 · Supplies	20,000
6870 · K9 Supplies	15,000
6880 · Election Costs	8,000
6885 · Finger Printing	1,000
6890 · Utilities	55,000
6900 · Grants - Restricted	
Total Expense	9,443,551
Net Ordinary Income	2,574,686
Other Income/Expense	
Other Income	
4990 · Other Financing Sources	
Total Other Income	
Other Expense	
6950 · Debt Service	18,000
6970 · Capital Outlay	
6972 · Long Term Capital Projects	2,200,000
6979 · Highway User Projects	150,000
6970 · Capital Outlay - Other	500,000
Total 6970 · Capital Outlay	2,850,000
Total Other Expense	2,868,000
Net Other Income	-2,868,000
Net Income	-293,314

TOWN OF BLADENSBURG

4229 Edmonston Road
Bladensburg, Maryland



First Reading: April 29, 2025

Second Reading: May 12, 2025

PROPOSED FY 2026 BUDGET ORDINANCE NO: 01 – 2026 | DRAFT

AN ORDINANCE TO LEVY THE REAL PROPERTY AND PERSONAL PROPERTY TAX RATES AND APPROPRIATE AND ADOPT THE OPERATING BUDGET OF THE MAYOR AND TOWN COUNCIL OF BLADENSBURG, MARYLAND, FOR THE 2026 FISCAL YEAR OF JULY 1, 2025, THROUGH JUNE 30, 2026.

BE IT ENACTED AND ORDAINED by the Mayor and Town Council of Bladensburg that pursuant to the authority contained in Article 501 of the Charter of the Town of Bladensburg, the Town Budget for the Fiscal Year 2026 is attached hereto and;

BE IT FURTHER ENACTED AND ORDAINED by the Mayor and Town Council of Bladensburg that the **Residential Single Family property tax levy** for the fiscal year commencing July 1, 2025, be, and the same is hereby set, at \$0.74 per \$100 of full value assessment on all taxable real property located within the corporate limits of the Town of Bladensburg; and

BE IT FURTHER ENACTED AND ORDAINED by the Mayor and Town Council of Bladensburg that the **Commercial property tax levy** for the fiscal year commencing July 1, 2025, be, and the same is hereby set, at \$0.82 per \$100 of full value assessment on all taxable real property located within the corporate limits of the Town of Bladensburg; and

BE IT FURTHER ENACTED AND ORDAINED by the Mayor and Town Council of Bladensburg that the **Industrial property tax levy** for the fiscal year commencing July 1, 2025, be, and the same is hereby set, at \$0.82 per \$100 of full value assessment on all taxable real property located within the corporate limits of the Town of Bladensburg; and

BE IT FURTHER ENACTED AND ORDAINED by the Mayor and Town Council of Bladensburg that the **Apartments property tax levy** for the fiscal year commencing July 1, 2025, be, and the same is hereby set, at \$0.85 per \$100 of full value assessment on all taxable real property located within the corporate limits of the Town of Bladensburg; and

BE IT FURTHER ENACTED AND ORDAINED by the Mayor and Town Council of Bladensburg that the **Business Personal Property tax levy** for the fiscal year commencing July 1, 2025, be, and the same is hereby set, at \$2.XX per \$100 of full value assessment on all taxable business personal property within the corporate limits of the Town of Bladensburg, besides Public Utilities and Railroads; and

BE IT FURTHER ENACTED AND ORDAINED by the Mayor and Town Council of Bladensburg that the **Business Personal Property tax levy for Public Utilities and Railroads** for the fiscal year commencing July 1, 2025, be, and the same is hereby set, at **\$3.25** per \$100 of full value assessment on all taxable business personal property within the corporate limits of the Town of Bladensburg; and

BE IT FURTHER ENACTED AND ORDAINED by the Mayor and Town Council of Bladensburg that the general operating budget for Fiscal Year 2026 is attached and will be and is hereby adopted; and

BE IT FURTHER ENACTED AND ORDAINED that upon adoption of this Ordinance, the same shall be authenticated by the signature of the Mayor and Town Clerk to be recorded among the Town books and kept for that purpose, and that a certified copy of the Ordinance shall be posted in the Town Hall in public view for a period of not less than ten (10) days after its passage; and

BE IT FURTHER ENACTED AND ORDAINED that this Ordinance shall be effective on the first day of July 2025. The requirement for reading this Ordinance at two (2) separate meetings was fulfilled on April 29, 2025, and May 12, 2025.

INTRODUCED by the Mayor and Council of the Town of Bladensburg at a Special Council meeting on April 29, 2025, and thereafter, this Ordinance was prominently posted in the Town Hall and available for inspection by the public.

By Order of the Mayor and Town Council

Attest:

Regine Watson, Town Clerk

Takisha James, Mayor



Agenda Item Summary Report

Meeting Date:
April 14, 2025

Submitted by:
Michelle Bailey Hedgepeth, Town Administrator
Vito Tinelli, Town Treasurer

Item Title: CONTRACT APPROVAL: Approval of a Payment in lieu of taxes agreement (PILOT) with Osprey Development, LLC as approved by the Town Attorney in its final form. (Development: Hamlet Woods II)

Work Session Item [X]
Council Meeting Item [X]

Documentation Attached:
County PILOT Agreement
Information on Hamlet Woods

Recommended Action:

Staff recommends that the Council approve a Payment in lieu of a tax agreement (PILOT) with Osprey Development, LLC, in the final form the Town attorney has negotiated.

Purpose & Summary: Osprey Development is building 59 affordable housing units adjacent to Hamlet Woods. This agreement would reduce the taxable rate by the Council's approval of a PILOT, which would have the following provisions:

- Reduced Taxes at a per unit rate with increases over a 30-year period (\$600 per unit per year with increases over the life of the 30-year term).
- Agreement that the units will be maintained and kept as affordable housing.
- The Town will not provide trash or recycling services to this property.

Impact

- This would create 59 quality units that would serve individuals at 60-80 percent of the AMI.
- The project would redevelop a parcel that has been designated for housing but has not been completed for several years.
- Currently, the land is unimproved, and the Town receives around \$3000.00 yearly in property taxes. The proposed agreement reduced the taxable amount due to the use of tax credits and DCHD funding at the site.
- The county has a similar agreement with the developer and State funds have been provided to support this project.

If you have any questions regarding this matter, the Town Administrator or Mr. Tinelli can answer them.

Budgeted Item: Yes [] No [X]
Budgeted Amount:\$
One-Time Cost: NA
Ongoing Cost:

Continued Date:

Council Priority: Yes [] No []

Approved Date:

**PAYMENTS IN LIEU OF TAXES
AGREEMENT
(Md. Code Ann., Tax-Prop. § 7-506.3)
(Subsidized Housing/Financing)**

**CAPITALIZED TERMS USED IN THIS AGREEMENT SHALL HAVE THE MEANING
GIVEN TO THEM IN THIS AGREEMENT UNLESS THE CONTEXT SAYS
OTHERWISE.**

THIS PAYMENTS IN LIEU OF TAXES AGREEMENT (“**Agreement**”) is made as of the Effective Date by and between Owner and the County. Capitalized terms used herein shall have the meaning ascribed to them below.

Project Facts & Terms

Owner Name:	Hamlet Apartments LLC
Property Address:	5200 Egret Lane, Bladensburg, MD 20710 Tax ID: 02-0094979
Project Name:	Hamlet Woods
Project:	The new construction of affordable multifamily rental housing for families.
Eligible Households:	Households earning 60% or less of the Area Median Income (“AMI”)
Total Number of Units:	59
Number of Affordable Units:	59
Number of Market Rate Units:	0
Annual Payment:	See Definition below.
Affordable Unit Annual Payment	\$35,400 total or \$600 per Affordable Unit per year. The payment will escalate annually by an amount equal to the Annual Rate.
Annual Rate (expressed as a percentage)	2% per year
County Resolution Authorizing PILOT (number and adoption date):	CR 036-2023 adopted June 22, 2023

Term (in years):	30 years
Effective Date:	March 17, 2025
Description of Instrument Establishing the Affordability Covenant (as defined below); if none, insert "None"	Rental and Regulatory Agreement in favor of the County of even date hereof.

County Financing		
Place X adjacent to applicable source	Source of County Funding	Amount (\$)
N/A	HOME Investment Partnership Funds	-
X	Housing Investment Trust Funds	\$2,500,000
N/A	Other: _____	-

Other Financing, if any	
Name of Lender/Financier	Amount (\$)*
Community Development Administration ("CDA"), a unit of the Division of Development Finance of the Department of Housing and Community Development, a principal department of the State of Maryland (tax-exempt bonds financing a permanent loan to the Owner)	\$10,585,000.00
CDA – Rental Housing Works	\$3,500,000.00
Berkadia LIHTC – investor equity	\$11,695,517.00
Deferred Developer Fee	\$750,700.00

RECITALS

A. The Owner has or will acquire the Property located in Prince George's County, Maryland for the purpose of constructing or rehabilitating the Project to provide housing to Eligible Households (as defined herein).

B. The Owner has or will contract to construct or rehabilitate the Project to provide housing to Eligible Households as set forth in the Owner's Application for a PILOT.

C. The Owner will finance the Project with the Project Financing which consists of funds from a qualifying federal, State, or local government program, including a housing investment trust.

D. The Owner submitted a request or application to the County to permit the Owner to make payments in lieu of County real property taxes pursuant to Section 7-506.3 of the Tax-Property Article of the Annotated Code of Maryland (the “Act”). The Act provides, among other things, that real property may be exempt from County property tax if:

(1) the real property is owned by a person engaged in constructing or operating housing structures or projects;

(2) the real property is used for a housing structure or project that (i) is acquired, constructed or rehabilitated under a federal, State, or local government program that funds construction or rehabilitation, or insures the financing of such activities in whole or in part, including a housing investment trust, or provides interest subsidy, rent subsidy or rent supplements; (ii) is acquired under the Right of Refusal Program under Subtitle 13, Division 14 of the Prince George’s County Code; or is acquired, constructed, or rehabilitated for the purpose of operating rental housing for lower income persons;

(3) the owner of the real property agrees to (A) continue to commence or continue to maintain the real property as rental housing for lower income persons under the requirements of the governmental programs described in item (2) of this paragraph and agrees to renew any annual contributions contract or other agreement for rental subsidy or supplement or (B) enters into an agreement with the governing body of Prince George’s County to allow the entire property or the portion of the property which was maintained for lower income persons to remain as housing for lower income persons for a term of at least five years; and

(4) the owner and the governing body of Prince George’s County agree that the owner shall pay a negotiated amount in lieu of the applicable county property tax.

E. The Prince George’s County Department of Housing and Community Development (“DHCD”) analyzed the Project and determined the amount payable by the Owner to the County in lieu of the payment of Prince George’s County real property taxes for the Property.

F. Pursuant to the County Resolution, the County Council of Prince George’s County, Maryland, approved the County entering into an agreement PILOT for the Property and authorized the County to enter into this agreement for negotiated payments in lieu of the payment of Prince George’s County taxes for the Project.

G. To ensure the provision of housing for the Eligible Households, the County agrees to accept payments in lieu of County real property taxes, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner and the County agree as follows:

- 1. Definitions. Capitalized Terms used in this Agreement shall have the meaning given to

them as set forth in this Agreement, including the Recitals and the Project Facts Section (the “**Project Facts Section**”) attached hereto and incorporated herein by reference, unless context clearly indicates otherwise.

“**Affordability Covenants**” means the covenants executed and recorded on the Property, in a form acceptable to the County, that require the Owner and all subsequent owners of the Property to offer for rent at least the Affordable Units to Eligible Households. For the purposes of clarity, the covenants shall be that certain instrument as described above in the Project Facts section of this Agreement.

“**Affordable Units**” mean those rental units in the Project that will be dedicated to the Eligible Households. The number of Affordable Units for the Project is set forth in the Project Facts Section.

“**Affordable Unit Annual Payment**” means the amount set forth in the Project Facts Section that represents the amount the Owner shall pay in lieu of taxes in accordance with this Agreement for the Affordable Units.

“**Agreement**” means this Payments In Lieu Of Taxes Agreement.

“**Annual Payment**” means the amount or formula set forth in the Project Facts Section that represents the amount that the Owner shall pay in lieu of taxes in accordance with this Agreement for a tax year. For projects consisting entirely of Affordable Units, the Annual Payment shall consist entirely of the Affordable Unit Annual Payment. For projects with both Affordable Units and Market Rate Units, the Annual Payment shall consist of the Affordable Unit Annual Payment plus the Market Rate Unit Annual Payment.

“**Annual Rate**” means that rate set forth in the Project Facts Section.

“**Area Median Income**” means the median income in the geographic area in which the Property is located, as determined annually by the U.S. Department of Housing and Urban Development, as adjusted for family size in a manner consistent with the requirements of Section 142(d) of the Internal Revenue Code of 1986, as amended (the “**IRC**”).

“**County**” means Prince George’s County, Maryland, a body corporate and politic.

“**County Financing**” means the financing in the form of grants, loans, some other funding, or financial incentive provided by the County or through the County to Owner as set forth in the Project Facts Section.

“**Council Resolution**” means the resolution identified in the Project Facts Section which authorizes the County entering into this Agreement.

“**Deferred Amount**” means the difference between the amount equal to the total Prince George’s County real property taxes which would have been due from the Owner on account of the assessed value of the Project in the absence of this Agreement, plus all unpaid and accrued interest, if any, which shall have been charged pursuant to this Agreement, less all amounts actually paid under this Agreement.

“**DHCD**” has the meaning given to it in the Recitals.

“**Effective Date**” means that date set forth in the Project Facts Section.

“**Eligible Households**” means the households as described in the Project Facts Section that are eligible to reside in the Project and whose initial annual income is within the AMI income band(s) set forth herein.

“**Market Rate Unit Annual Payment**” means the amount of County real property taxes that would be due with respect to the Market Rate Units if this Agreement was not in effect.

“**Market Rate Units**” means those rental units in the Project that are anticipated to be unrestricted and leased at market rate. The number of Market Rate Units for the Project is set forth in the Project Facts Section.

“**Other Financing**” means the other financing for the Project referenced in the Project Facts Section other than the County Financing.

“**Other Real Estate Taxes and Fees**” means, collectively, any taxes, fees and or fines assessed by or on behalf of other agencies such as the State of Maryland, Park and Planning, Washington Suburban Sanitation Commission, and solid waste charges and applicable fees for Bay Restoration and Clean Water.

“**Owner**” means the Owner identified in the Project Facts Section who is also the signatory of and party to this Agreement.

“**Person**” means, an individual, a corporation, an association, a limited liability company, a partnership, an estate, a trust and any other entity or organization.

“**PILOT**” means the negotiated payments in lieu of taxes.

“**Project**” means the project as described in the Project Facts Section.

“**Project Financing**” means the County Financing and Other Financing to the extent either type of financing exists in the Project.

“**Property**” means that particular property located at the address set forth in the Project Facts Section in Prince George’s County, Maryland, as more particularly described in **Exhibit A** attached hereto.

“**Service Facilities**” shall be defined as it is defined in the Act and shall include non-dwelling commercial and community facilities, community rooms, dining halls, infirmaries, child and adult day care facilities, and drug rehabilitation facilities.

“**Substantial Completion Date**” means the date on which the Project has obtained a Certificate of Occupancy from the appropriate authority.

“**Term**” means that period of time equal to the number of full tax years set forth in the Project Facts Section which commences on the Substantial Completion Date and expiring on the last day

of such period.

“**Termination Date**” means the earlier of the following to occur: (i) last day of the Term, or (ii) the date upon which there is an occurrence of any of the events set forth in Section 7 of this Agreement.

“**Total Units**” means the total number of rental units in the Project as set forth in the Project Facts Section.

2. Effective Date; Acceptance of Payments. This Agreement shall become effective as of the Effective Date and the obligation to pay negotiated payments in lieu of taxes for the Project shall commence as of the Substantial Completion Date and shall remain effective until the Termination Date. The payments to be made by the Owner to the County, provided for herein with respect to the Project, shall be in lieu of the payment of Prince George’s County taxes on real property under the Tax-Property Article of the Annotated Code of Maryland, as amended. Such payments shall be made by the Owner in accordance with Sections 4 and 6 of this Agreement and shall be accepted by the County only as long as: (i) the Project is owned and used for the provision of rental housing and related Service Facilities, including parking facilities to Eligible Households and pursuant to the Affordability Covenants; (ii) the Owner complies in all other respects with the requirements of the Act, and (iii) the Owner complies with all of its obligations under this Agreement.

3. Maximum Payments; Other Taxes and Fees. The intention of this Agreement is that any payments made in lieu of taxes pursuant to this Agreement shall at no time exceed the amount of County real property taxes which would have been paid for the tax year to which the payment applies if the Project were not exempt from taxation. The Owner and the County expressly agree and understand that the Other Real Estate Taxes and Fees are not subject to provisions of this Agreement. The Owner shall, therefore, pay all of the Other Real Estate Taxes and Fees in accordance with the applicable assessment and payment requirements; provided however, that this Agreement is not intended to limit the rights of the Owner to appeal or contest any real property assessment available under the State law.

4. Time and Place for Payments Due. All payments to be made pursuant to this Agreement shall be made by September 30th of each tax year. Payments shall be made to the Director of Finance at the address set forth in Exhibit B attached hereto. Payments of taxes based on the real property assessment shall be made at the time and in the manner provided by law.

5. Commencement of Exemption. During that period commencing with the Substantial Completion Date until the Termination Date, the Project shall be exempt from paying full Prince George’s County real property taxes. The intent of this Agreement being that the Owner shall receive the benefit of the making payments in lieu of taxes commencing on the Substantial Completion Date and ending on the Termination Date.

6. Payments.

(a) Annual Payments. For the period from the Substantial Completion Date and until the Termination Date, the Owner shall make Annual Payments to the County for each tax year, subject to increase at the Annual Rate per year after the first full calendar year following Substantial Completion. If the Project consists entirely of Affordable Units, then the Annual Payment shall consist entirely of the Affordable Unit Annual Payment. If the Project consists of both Affordable Units and

Market Rate Units, the Annual Payment shall consist of the Affordable Unit Annual Payment plus the Market Rate Unit Annual Payment.

(b) Recommencement of Tax Payments. Beginning on the Termination Date, the Project shall no longer be exempt from paying full County real property taxes and the Owner shall commence paying the regular County real property tax for the Project based on the County real property assessment.

(c) Deferred Amount. The Owner agrees that the Deferred Amount shall be due and payable upon the occurrence of any of the events set forth in Section 7 prior to the Termination Date; provided, however no Deferred Amount will be due to the County upon a sale, transfer or conveyance of the Property under Section 7(a) of this Agreement if the Owner or a subsequent owner, as the case may be, is (i) in compliance with the requirements of (1) the Act, (2) the Affordability Covenants, and (3) this Agreement; and (ii) the subsequent owner agrees in writing, in the County's absolute and sole satisfaction, to be bound by the terms, covenants, and conditions of the Affordability Covenants. For the purposes of clarity, any agreement by the County to not collect the Deferred Amount pursuant to the terms and conditions set forth in this paragraph shall not waive the County's right to subsequently collect upon termination of this Agreement, nor to reduce, the Deferred Amount which has accumulated to such date and the Deferred Amount will continue to accumulate thereafter as if no payment had been made towards the Deferred Amount. The terms and conditions set forth in this paragraph shall not apply to a refinance, sale, or transfer of the Property due to a foreclosure or a deed in lieu of foreclosure.

(d) Effect of Foreclosure or Deed in Lieu. If the Property is transferred or conveyed due to a foreclosure or a deed in lieu of foreclosure, the Project shall no longer be exempt from the County real property taxes and as applicable, all real property taxes shall be due and immediately payable to the County. Notwithstanding the foregoing, this Agreement will continue to be in effect if a subsequent purchaser obtains ownership of the Project through a foreclosure, deed in lieu of foreclosure, or similar proceeding and if the subsequent owner is (a) in compliance with the requirements of (i) the Act, (ii) the Affordability Covenants, and (iii) this Agreement and (b) executes its own Agreement with the County containing the same terms and conditions as set forth in this Agreement, for a term equal to the term remaining in the Agreement. However, if the Affordability Covenants is terminated, this PILOT will also terminate.

7. Termination of Agreement. This Agreement shall terminate upon the occurrence of any of the events listed below, and upon termination all payments then due under this Agreement, including but not limited to the Deferred Amount (but subject to the terms of Section 6(d) above), shall be paid to the County by the Owner within sixty (60) calendar days thereof.

(a) The Property shall cease to be owned by the Owner; provided, however, in the event the Owner desires to sell, transfer or convey the Property to a third party, the County will consider a request by the Owner or such third party to cause the assignment of this Agreement to such third party simultaneous with the third party acquiring fee simple title to the Property, the approval of which shall be in the County's sole and absolute discretion. The sale, transfer or conveyance of the Property to such County approved third party shall not trigger a termination of this Agreement or payment of the Deferred Amount;

(b) The Owner shall fail to comply with the terms and conditions of the Affordability Covenants and such failure remains uncured by the Owner within sixty (60) days after receipt of written

notice thereof from the County;

(c) The Owner, the Property or the Project shall cease to comply with the conditions of the Act;

(d) The Owner shall fail to make any payment hereby required as and when due, which failure continues for ten (10) business days following Owner's receipt from the County of notice of such payment failure;

(e) The Owner shall fail to deliver the reports and submissions required under this Agreement, which failure continues for ten (10) business days following Owner's receipt from the County of notice of such failure; and

(f) The Owner shall elect to terminate this Agreement by providing written notice to the County.

The County, as a courtesy, shall provide a copy of any notice provided to the Owner to the Persons listed on Exhibit B. Any cure made by Owner's non-managing members on behalf of Owner shall be accepted as if made by Owner.

8. Payments Due; Treatment. All taxes (as applicable) shall be due and payable by September 30th of each year. All payments under this Agreement shall be subject to the same interest rate, collection, and tax sale provisions of the Prince George's County Code as for the collection of County property taxes except as otherwise expressly set forth in this Agreement.

9. Default for Failure to Pay; Remedies. If the Owner has not paid the amount due under this Agreement before March 30th following the due date, the County may, at its option, declare a default by providing written notice of such default to the Owner and to the Persons listed on Exhibit B attached hereto. If within ten (10) business days of such written notice, any payments that are owed have not been brought current by the Owner or a Person listed on Exhibit B on the Owner's behalf, then the County may declare all taxes, which shall include the Deferred Amount, due. In order to enforce its rights under this paragraph after a failure to bring payments current, within thirty (30) days of the Owner and the Persons listed on Exhibit B receiving written notice of the Owner's default, the County may, in its sole and absolute discretion, renegotiate this Agreement, foreclose or seek any other remedy available at law or in equity (including tax sale proceedings). Payments due under this paragraph shall be considered a lien against the Property just as any other delinquent real property taxes shall constitute a lien. The County's delay and or failure to provide notice within the time and manner stated herein shall not limit or otherwise be deemed a waiver of its rights and remedies available in law and equity.

10. Representations and Warranties.

(a) The Owner represents and warrants to the County that it is eligible in all respects to enter in this Agreement to make payments in lieu of taxes under the Act.

(b) The Owner covenants and agrees that it will do all things necessary to remain eligible to make payments in lieu of taxes in accordance with the Act.

11. Reporting and Submission Requirements. The Owner covenants to comply with the

following:

(a) Owner shall submit to the County’s Director of Finance and the County’s Director of the Department of Housing and Community Development, within five (5) business days after execution by Owner, the following documents: entity agreements, including but not limited to, the Operating Agreement or Limited Partnership Agreement, the Affordability Covenants, and any other agreement or documents deemed necessary for submission to the County.

(b) If requested by the County, the Owner shall provide a copy of the Certificate of Substantial Completion to the County’s Director of Finance and the Director of the Department of Housing and Community Development within five (5) business days after issuance.

(c) The Owner shall provide the amendments to any of the above documents or reports within five (5) business days after execution or receipt of such amendments. Any document or agreement recorded in Land Records shall include the appropriate recording reference.

12. Agreement to Maintain Housing for Lower Income Persons. Owner agrees to maintain the Affordable Units at the Property as rental housing for lower income persons under the requirements of a federal, State, or local government program and the Owner agrees to renew any annual contributions contract or other agreement for rental subsidy or supplement, if applicable.

13. Notices. Documents submitted to the owner or the County, as applicable and notices provided hereunder should be addressed as set forth in **Exhibit B** attached hereto and incorporated herein by reference, or such other address as directed by the listed recipient of such documents and notices.

14. No Assignment. Neither this Agreement nor any of the rights and obligations hereunder may be assigned, without the prior written consent of the County which may be withheld in its sole and absolute discretion.

15. Incorporation by Reference. The Project Facts Section and recitals, both set forth above, are herein incorporated as operative provisions. The Exhibits referenced in this Agreement and attached hereto are incorporated herein by reference.

16. Survival of Termination. Notwithstanding anything contained in this Agreement to the contrary, the provisions of Section 6(c), 6(d), 7, 8, and 9 shall survive the termination of this Agreement pursuant to Section 7 of this Agreement.

17. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

[SIGNATURE PAGES FOLLOW]

OWNER SIGNATURE PAGE TO PAYMENTS
IN LIEU OF TAXES AGREEMENT


The Parties have caused this Agreement to be signed under seal as of the Effective Date.

OWNER:

HAMLET APARTMENTS LLC, a Maryland
limited liability company

By: Hamlet Manager LLC, a Maryland
limited liability company, its Managing
Member

By: Osprey Property Company II LLC, a
Maryland limited liability company, its
Administrative Member

By: 
Name: Brian Lopez
Its: President

[SIGNATURES CONTINUE ON THE NEXT PAGE]

COUNTY SIGNATURE PAGE TO PAYMENTS
IN LIEU OF TAXES AGREEMENT

The Parties have caused this Agreement to be signed under seal as of the Effective Date.

COUNTY:

PRINCE GEORGE'S COUNTY, MARYLAND


By: 
Name: Angie Rodgers
Its: Deputy Chief Administrative Officer for
Economic Development

EXHIBIT "A"**DESCRIPTION**

A PORTION OF PARCEL "A", BLOCK "A"
 HAMLET WOODS
 BLADENSBURG DISTRICT NO. 2
 PRINCE GEORGE'S COUNTY, MARYLAND

BEING a portion of those lands conveyed by a Deed dated January 11, 1988 from Warren Browning, et al., to Della Ratta, Inc. recorded among the Land Records of Prince George's County, Maryland in Liber 6909 at Folio 344, said lands subsequently included on a plat of subdivision entitled "Parcels A, B & C, Block "A", Hamlet Woods" recorded among the said Land Records in Plat Book VJ 161 as Plat No. 26, the herein described lands being a portion of Parcel A shown on said plat, as now surveyed by Atwell, LLC and being hereinafter described in Maryland State Grid meridian (NAD 83/11) as follows:

Beginning for same at an iron rod found at the beginning of the southwesterly or N56°39'56"W, 66.33 foot of said Parcel "A" also being the northeasterly corner of Lot 4, Block E as shown on a plat of subdivision entitled "Mary Mason Village" recorded among the said Land Records in Plat Book BB 14 as Plat No. 54; thence with said southwesterly line of Parcel "A", common with a northeasterly line of said Lot 4

1. North 56°43'42" West, 70.87 feet to the southwesterly corner of said Parcel "A", Hamlet Woods and being the southeasterly corner of Parcel "A" as shown on a plat of subdivision entitled "Parcel 'A', Carter's Lane Elementary School" recorded among the said Land records in Plat Book WWW 68 as Plat No. 78; thence continuing with the N20°50'34"E, 435.97 foot line of said Parcel "A", Hamlet Woods, common with a portion of the easterly line of said Parcel "A", Carter's Lane Elementary School,
2. North 20°46'36" East, 285.88 feet to the most southerly common corner of said Parcel "B", Hamlet Woods and the northwest corner of Parcel A, Block A, Hamlet Woods as shown on said Plat VJ 161, Plat No. 26; thence continuing with the common lines of said Parcels "A" and "B" Hamlet Woods the following six (6) courses,
3. North 41°21'12" East, 135.00 feet to a point;
4. North 77°50'50" East, 103.37 feet to a point;
5. South 68°00'44" East, 118.87 feet to a point;
6. North 44°59'56" East, 9.00 feet to a point;
7. South 45°00'04" East, 100.00 feet to a point; and
8. North 58°47'57" East, 112.46 feet to the northwesterly corner of those lands included as Phase 5 as shown on a plat entitled "Condominium Plat, Phase 5, 4416 thru 4444 Blue Heron Way, Hamlet Woods" recorded among the said Land Records in Plat Book VJ 186 as Plat No. 92; thence continuing reversely with the westerly or N02°11'24"E, 203.01 foot line of said Phase 5 and reversely with the N02°11'24"E, 84.67 foot line of those lands included as Phase 8 as shown on a plat entitled "Condominium Plat, Phase 8, 4400, 4404, 4408 & 4412 Blue Heron Way, Hamlet Woods" recorded among the said Land Records in Plat Book REP 192 as Plat No. 66, said westerly line of Phase 5 and Phase 8 contiguous with the easterly line of the herein described Portion of Parcel "A",
9. South 02°13'32" West, 295.85 feet to a point for the northly end of the S00°37'28"W, 417.78 foot line of said Parcel "A", Hamlet Woods (PB. VJ 186, P. 90); thence continuing with said line being common with the westerly line of Lot 1 as shown on a Plat of Subdivision entitled "Plat of Benjamin Tabb's Estate" recoded among the said Land Records in Plat Book BDS 1 as plat No. 55,

10. South 00°39'36" West, 414.92 feet to an iron rod found at the easterly end of the S83°15'29"W, 250.00 foot line of said Parcel "A"; thence continuing with said line, common with a portion of the northerly line of Parcel "E" as shown on a plat of subdivision entitled "Parcels 'E' and 'F', Mattapony Manor" recorded among the said Land Records in Plat Book WWW 41 as Plat No. 25 and reversely with the N83°15'28"E, 68.37 foot line of Parcel "J" as shown on a plat of subdivision entitled "Parcels 'G', 'H' & 'J', Mattapony Manor" recorded among the said Land Records in Plat Book WWW 52 as Plat No. 88,

11. South 83°17'36" West, 249.86 feet to an iron rod found; thence with the N00°37'28"E, 658.01 foot line of said Parcel "A", common with the easterly line of said Parcel "J",

12. North 00°39'36" East, 658.01 feet to a point at the most northerly common corner of said Parcel "J" and Parcel "A", Hamlet Woods (PB. 161, P26); thence continuing with the S41°03'57"W, 391.63 foot line of said Parcel "A" common with the northwesterly line of said Parcel "J", the northwesterly end of 57th/ Avenue (and 80 foot wide public right-of-way) and a portion of the northwesterly line of Parcel "H" all shown on said Plat Book WWW 52, Plat No. 58,

13. South 41°06'04" West, 394.07 feet to the point of beginning.

CONTAINING an area of 241,767 square feet or 5.5502 acres of land.

BEING ALSO THE FOLLOWING DESCRIPTION COMBINED WITH THE DESCRIPTION ABOVE CONSISTS OF WHAT REMAINS OF PARCEL A AS SHOWN ON PLAT 161/26.

DESCRIPTION OF REMAINING PORTION OF PARCEL "A", BLOCK "A"
HAMLET WOODS
BLADENSBURG DISTRICT NO. 2
PRINCE GEORGE'S COUNTY, MARYLAND

BEING a portion of those lands conveyed by a Deed dated January 11, 1988 from Warren Browning, et al., to Della Ratta, Inc. recorded among the Land Records of Prince George's County, Maryland in Liber 6909 at Folio 344, said lands subsequently included on a plat of subdivision entitled "Parcels A, B & C, Block "A", Hamlet Woods" recorded among the said Land Records in Plat Book VJ 161 as Plat No. 26, the herein described lands being that portion of said Parcel "A" lying southerly of Carters Lane, easterly of the Hamlet Woods and Hamlet Woods II condominium plats (as enumerated below), northerly of the north end of Emerson Street, and westerly of the lands of The United States of America known as the Baltimore-Washington Parkway, as now surveyed by Atwell, LLC and being hereinafter described in Maryland State Grid meridian (NAD 83/11) as follows:

Beginning for same at a point on the southerly right-of-way line of Carters Lane (a 60 foot wide public right-of-way) as dedicated by a plat of subdivision entitled "Additional Dedication for Widening Carters Lane, Nicholson St., and Longfellow St. in Templeton Hills" recorded among the said Land Records in Plat Book WWW 18 as Plat No. 40, said point also being the northeasterly corner of that portion of said Parcel "A" shown on a plat known as Condominium Plat, Phase 1, Hamlet Woods recorded among the said Land Records in Plat Book VJ 168, as Plat No. 36, said point also being North 83°26'12" West 143.14' from an iron rod and plastic cap found on the said southerly right-of way line of Carter Lane for the northwesterly corner of said Phase 1, Hamlet Woods; thence binding with the said southerly right-of-way line of Carters Lane common with a portion of the northerly line of said Parcel "A"

1. North 83°26'15" East, 303.57 feet to a point on the fifth (5th) or N 16°30'30" W. 779.54 foot line of Tract No. 155 of those lands devised to The United States of America by a Judgement on the Declaration of Taking dated July 25, 1945 and recorded among the said Land Records in Liber 794 at Folio 197 and known as The Baltimore-Washington Parkway, said point being the northeasterly corner of said Parcel "A", and from said point a 4"x4" concrete monument found lies North 16°31'35" East, 9.16 feet and North 26°51'26" East, 30.03 feet along a portion of the westerly lines of the said lands of The United States of America; thence continuing reversely with a portion of said fifth line of Tract No. 155 common with an easterly line of said Parcel "A"

2. South 16°31'35" West, 773.89 feet to a 4"x4" concrete monument found; thence continuing reversely with the fourth or N 2°20'10" W, 654.01 foot line of Tract No. 155 common with an easterly line of said Parcel "A"
3. South 02°18'58" East, 653.72 feet to a pinch top iron pipe found for the southeasterly corner of said Parcel "A" and being the northeasterly corner of those lands shown on a plat entitled "Master Plat, Country Club Towers Condominium" recorded among the said Plat Records in Plat Book NLP 116 as Plat No. 25; thence continuing reversely with the northerly or S 50°27'04" E, 197.56 foot line of said plat of Country Club Towers common with a southerly line of said Parcel "A"
4. North 50°25'55" West, 197.56 feet to a point for the end of the easterly right-of-way line of Emerson Street (a 60 foot public right-of-way) as dedicated by a plat of subdivision entitled "Parcels "E" and "F", Mattapony Manor" recorded among the said Land Records in Plat Book WWW 41 as Plat No. 25, said point also being the most easterly corner of those lands conveyed by a Deed dated April 9, 1999 to The Council of Unit Owners of Hamlet Woods Condominium Inc. recorded among the said Land Records in Liber 12994 at Folio 30; thence continuing, in part, reversely with the third (3rd) or S 49-21-31 East, 74.52 of the lands described in said Liber 12994, Folio 30 and a portion of the third or North 43 degrees 2 minutes West, 460.7 foot line of those lands conveyed by a Deed dated August 31, 2020 to Mohammad K. Lahrodi recorded among the said Land Records in Liber 44322 at Folio 223, both being common with a portion of the N 49°21'03" W, 488.48 foot line of said Parcel "A"
5. North 49°50'13" West, 268.43 feet to a point for the southeasterly corner of that portion of said Parcel "A" shown on a plat known as 'Condominium Plat, Phase 8, Hamlet Woods' recorded among the said Land Records in Plat Book REP 192, as Plat No. 66; thence continuing through, over and across said Parcel "A" with lines of plats of condominium the following eight (8) courses: with a portion of the easterly line of said Phase 8
6. North 02°24'08" West, 32.61 feet to a point; thence with the southerly line of that portion of said Parcel "A" shown on a plat known as 'Condominium Plat, Phase 2, Hamlet Woods II' recorded among the said Land Records in Plat Book PM 220, as Plat No. 86
7. North 87°12'47" East, 115.57 feet to a point; thence continuing with the easterly line of said Plat Book PM 220, Plat No. 73 and the easterly line of that portion of said Parcel "A" shown on a plat known as 'Condominium Plat, Phase 1, Hamlet Woods II' recorded among the said Land Records in Plat Book REP 203, as Plat No. 73
8. North 02°24'08" West, 412.98 feet to a point; thence continuing with the easterly line of that portion of said Parcel "A" shown on a plat known as 'Condominium Plat, Phase 4, Hamlet Woods' recorded among the said Land Records in Plat Book VJ 189, as Plat No. 27 and a portion of the easterly lines of that portion of said Parcel "A" shown on a plat known as 'Condominium Plat, Phase 3, Hamlet Woods' recorded among the said Land Records in Plat Book VJ 172, as Plat No. 53
9. North 20°01'13" East, 143.50 feet to a point; thence continuing with an easterly line and a portion of the northerly line of said Plat Book VJ 173, Plat No. 53
10. North 15°11'30" West, 137.07 feet to a point; and
11. North 84°02'50" West, 12.81 feet to a point on the easterly line of that portion of said Parcel "A" shown on a plat known as 'Condominium Plat, Phase 2, Hamlet Woods' recorded among the said Land Records in Plat Book VJ 170, as Plat No. 66; thence continuing with a portion of said easterly line of Plat Book VJ 170, Plat No. 66
12. North 15°03'28" East, 136.60 feet to a point; thence continuing with the southeasterly and the easterly lines of that portion of said Parcel "A" shown on a plat known as 'Condominium Plat, Phase 1, Hamlet Woods' recorded among the said Land Records in Plat Book VJ 168, as Plat No. 36

13. North $41^{\circ}22'53''$ East, 188.07 feet to a point; and
14. North $06^{\circ}09'49''$ West, 69.55 feet to the point of beginning.

CONTAINING an area of 347,652 square feet or 7.9810 acres of land.

EXHIBIT B

Addresses for Notices:

To the County:	To the Owner:
Prince George's County Department of Housing and Community Development 9200 Basil Court, Suite 306 Largo, Maryland 20774 Attention: Director	Hamlet Apartments LLC, c/o Osprey Property Company 16 Greenmeadow Drive, Suite G107 Timonium, Maryland 21093 Attention: James Riggs Email: jriggs@ospreypc.com
With a Copy To:	With a Copy To:
Office of Law Wayne K. Curry Administration Building 1301 McCormick Drive, Suite 4100 Largo, Maryland 20774	Berkadia Hamlet Apartments MTE LLC Two Liberty Place 50 South 16 th Street Suite 2825 Philadelphia, PA 19102 Attention: Managing Director
	With a Copy To:
	Nixon Peabody LLP Exchange Place 53 State Street Boston, MA 02109 Attention: Roger W. Holmes
	Community Development Administration 7800 Harkins Road Lanham, Maryland 20706 Attn: Director, Division of Credit Assurance With Copy To: Office of the Attorney General 7800 Harkins Road Lanham, Maryland 20706 Attn: Counsel

Osprey Property Company

Previous Experience

Towns at Padonia – Lutherville, MD





Hamlet Woods

Flamingo Place – Baltimore, MD



Hamlet Woods



Woodyard Station – Clinton, MD





Hamlet Woods

Riverwatch II – Elkridge, MD (Studio K Architecture Project)







Agenda Item Summary Report

Meeting Date: April 14, 2025		Submitted by: Michelle Bailey Hedgepeth, Town Administrator Vito Tinelli, Town Treasurer	
Item Title: Discretionary Funds FY 2025 Town Council Awards - April 2025			
This item allows the Town Council to designate the organizations they would like to donate their annual discretionary funds.			
Work Session Item [X] Council Meeting Item [X]		Documentation Attached:	
Recommended Action:			
Approval and Town Council member input on groups to which each Council member will allocate their donation of \$500.00 each.			
Town of Bladensburg Town Council Discretionary Funds Every year, each town Council member designates a group, activity, or charity to which they would like to donate \$500.00. Each member will note on the record the name of the organization and the amount up to \$500 per member. Town Staff will issue a check for this donation. The Town Administrator and Treasurer will ensure that the funds are sent to the organization in a timely manner.			
Council Member		Organization	
Mayor Takisha James			
Councilmember Trina Brown			
Councilmember Kalisha Dixon			
Councilmember Marilyn Blount			
Councilmember Carrol McBryde			
Budgeted Item: Yes [X] No [] Budgeted Amount: \$ 2,500 One-Time Cost: \$500.00 per Awardee Ongoing Cost:		Continued Date:	
Council Priority: Yes [] No []		Approved Date:	



Meeting Date:
April 14, 2025

Submitted by:
Michelle Bailey Hedgepeth, Town Administrator
Roger Rinehart, Code Enforcement Supervisor

Item Title: ORDINANCE 11-2025 | AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE TOWN OF BLADENSBURG TO AMEND § 76-4 OF THE TOWN CODE: BUSINESS LICENSE AND PERMIT FEES AND ADDS AN ALARM REGISTRATION FEE.

Work Session Item [X]
Council Meeting Item [X]

Documentation Attached:
Ordinance 11-2025
Background Memo on Business Licenses

Recommended Action:

Staff recommends the approval of Ordinance 11-2025, which approves updates to the Town code, which amends business license and permit fees. This ordinance also adds a Business Alarm Registration Fee.

Summary: The Town of Bladensburg staff requests that Council approve **Ordinance 11-2025**, which updates § 76-4 of the Town Code to revise business license fees and introduce a Business Alarm Registration Fee. Key points include:

1. Fee Updates & Justification

- Business license fees are increasing to **offset rising administrative and public safety costs**.
- The **fee schedule has not been updated since 2017** and requires periodic adjustments to align with economic conditions.
- A new **Business Alarm Registration Fee** is being introduced to help reduce false alarm calls and improve police response efficiency.

2. New Fee Schedule Implementation

- Increases take effect in two phases:**
 - FY 2026 (July 1, 2025)** – First round of fee adjustments.
 - FY 2027 (July 1, 2026)** – Further incremental increases.
- A **\$25 Business Alarm Registration Fee** will apply starting FY 2026.

3. Specific Fee Adjustments

- Class 1 (Mobile Vendors, Salons, Laundromats, etc.):** Increases from **\$125 to \$200 (FY 26)** and **\$225 (FY 27)**.
- Class 2 (Retail under 10,000 sq. ft., Restaurants, Offices, etc.):** Increases from **\$175 to \$375 (FY 26)** and **\$400 (FY 27)**.
- Class 3 (Industrial, Auto Repair, Banks, etc.):** Increases from **\$175 to \$400 (FY 26)** and **\$425 (FY 27)**.
- Class 4 (Retail over 10,000 sq. ft., Warehouses, Grocery, etc.):** Increases from **\$400 to \$500 (FY 26)** and **\$575 (FY 27)**.
- Class 5 (Apartments/Senior Housing):** Fee per dwelling unit increases from **\$25 to \$35 (FY 26)** and **\$40 (FY 27)**.

4. **Late Fee Policy**

- A **\$100 late fee** remains in place for licenses/permits purchased after July 1.
- A **10% penalty** applies to payments more than **30 days overdue**.

5. **Ordinance Adoption & Effective Date**

- **Introduced on April 14, 2025**
- **Second Reading on May 12, 2025**, with a **20-day implementation period** following adoption.
- **If any part of the ordinance is deemed invalid**, other provisions remain unaffected.

This update ensures that the Town’s business license fees remain current while supporting public safety and operational efficiency.

If you have any questions regarding this matter the Town Administrator or the Code Enforcement Supervisor will be able to answer them.

Budgeted Item: Yes [] No [X] Budgeted Amount: \$ One-Time Cost: NA Ongoing Cost:	Continued Date:
Council Priority: Yes [] No []	Approved Date:

COUNCIL INFORMATION MEMO



Date: March 19, 2025

To: Mayor and Town Council and Leadership Team Staff

From: Michelle Bailey Hedgepeth, Town Administrator

Re: Summary of Business License Fee Update | Revenue option for FY 2026 Budget

Background: The Town of Bladensburg's Business License Fee structure was last updated in 2006. Currently, the business license fee policy includes the following provisions:

- Fees are prorated after the first quarter of each license year for the remaining quarters for new businesses.
- Below is a current chart for Business License fees with the proposed fee increases for FY 2026 and FY 2027
- A late fee of \$100.00 if the license or permit is purchased after July 1.
- A 10% penalty on any payment over 30 days past due.
- A stop-work order is issued if a business license is not obtained within 30 days of starting operations.

Given inflation and the evolving economic landscape, the fee structure must be reviewed and potentially adjusted to ensure fairness, competitiveness, and adequate municipal revenue generation.

What does the Business License Fee Cover? The business license fee helps to support municipal services that directly and indirectly benefit businesses, including:

- Public safety and law enforcement services
- Code enforcement and zoning compliance
- Economic development initiatives
- Administrative costs related to business registration and compliance monitoring

Town of Bladensburg Fee Chart:

Class	Description	Current License Fee	Average Other Entities	FY 26 Proposed License Fee	FY 27 Proposed License Fees
Class 1	Mobile Vendors (Ice Cream Trucks / Food Trucks), Dry Cleaning, Laundromats, Barber Shops, Beauty Salons, Nail Salons	\$125.00	\$110 - 300	\$200	\$225
Class 2	Retail (less than 10,000 sq. ft.), Drug Stores, Convenience Stores, Hardware, Clothing, Furniture, Appliance Sales/Service, Plumbing, Heating & Air Conditioning Contractors, Restaurants (Sit-in or Carryout), Business Offices (including Professional Offices – each separate firm/organization), Private Education Institutions (Nursery Schools & Licensed Daycare Centers), and other General Merchandise Stores	\$175.00	\$250 - 500	\$375	\$400
Class 3	Industrial, Motor Vehicle Repair, Paint/Body Shops, New/Used Car Sales, Boat Sales, Gas Stations, Banks, Trust Companies, Savings Institutions, Contractor Yards, Machine/Welding Shops	\$175.00	\$300- 800	\$400	\$425
Class 4	Retail (more than 10,000 sq. ft.), Big Box Stores, Department Stores, Clothing Stores, Retail Furniture, Warehouses, Pawn Shops, Manufacturing Plants, Grocery Stores, Hardware Stores, Junkyards, Restaurants, and other General Merchandise Stores exceeding 10,000 sq. ft.	\$400.00	\$500-2295	\$500	\$575
Class 5	Apartments / Senior Housing	\$25.00 per dwelling unit	NA	\$35.00 per dwelling unit	\$40.00 per dwelling unit
Alarm Fee	Business Alarm Registration Fee	NA	\$25 - 50	\$25	\$25

Local Municipal Business License Fees Comparison in Prince George’s County, Maryland:

Municipality	Business License Fees
Hyattsville	Ranges from \$100 to \$425 based on business classification
Greenbelt	They have other fees and inspections on business rather than business license fees.
Cheverly	Only has a home business license \$20
College Park	Only regulates solicitors and amusements – there is a per-machine charge. Have other revenue methods.
Seat Pleasant	Ranges from \$100 to \$2900 based on business classification
New Carrollton	Annual Business License Fee: \$110
Capitol Heights	Based on business type and revenue, fees range from \$125 to \$1,000.
Glenarden	Fees range from \$200 to \$750 based on business type.
Laurel	Fees determined by business category: \$80- \$750 Traders License
Mount Rainier	Ranges from \$150 -500 and has an added fee for Business Alarm Registration Fee of \$25

Considerations for Updating Bladensburg’s Business License Fee Structure:

1. Alignment with Regional Rates:

- **Comparing local municipalities:** The business license fee has been evaluated compared to neighboring municipalities.
- **Keeping the same categories:** Continue with tiered fees based on business type, size, and revenue.

- **Municipalities that don't charge:** Some local municipalities do not charge additional business license fees but have a structure for solicitation and amusements.
- **Vending and amusements:** Besides the business license, some municipalities charge vending and amusement as per device fee. This does not apply to Bladensburg.
- **Business Alarm Registration Fee:** This fee is charged in several local municipalities, allows the town to track false alarms, and provides a database on who to follow up on false alarms.
- **Staggered Fee Increases:** This proposal allows staggered increases in business fees over FY 2026 and FY 2027.
- **Estimated Income:** We have estimated that these changes for FY 2026 can raise around \$65,000, which doubles our estimate with a slight bump of \$15,000 in revenues for FY 2027. More refined estimates are forthcoming.

2. Administrative and Enforcement Costs:

- Ensure that the fee structure covers the costs of enforcement, inspections, and permitting.
- Evaluate the effectiveness of the existing late fee and penalty provisions.
- The current fees have not been evaluated since 2017; before that, they were not adjusted since 2006.

3. Encouraging Business Growth:

- Competitive rates will prevent deterring new businesses while ensuring sufficient town revenue.
- Potential incentives or exemptions for small businesses and startups.

4. Potential Recommendations:

- Introduce a tiered system similar to Hyattsville and Capitol Heights, where fees are based on business category and size.
- Adjust late fees and penalties to align with other Towns that have flat fees since other items may be rising.
- Ensure equitable enforcement to prevent non-compliance and loss of revenue.

Next Steps and Recommendations:

- **Council Review:** The council should review and comment on this memo so that staff can provide feedback on this matter and we can finalize the April 1, 2025 presentation.
- **Staff Finalization:** The Town Administrators will finalize recommendations for the updated fee structure or update the single fee based on other agencies in the area.
- **Council Action:** Present a revised ordinance for Council approval with an updated Ordinance attached. This would be tentatively scheduled for April 14, 2025.

Updating Bladensburg's business license fee structure will ensure the Town remains competitive while maintaining the financial health necessary to provide essential services.

ORDINANCE 11-2025

Code of the Town of Bladensburg

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE TOWN OF BLADENSBURG TO AMEND § 76-4 OF THE TOWN CODE: BUSINESS LICENSE AND PERMIT FEES AND ADDS AN ALARM REGISTRATION FEE.

WHEREAS, the Mayor and Council understand that there are increased administrative and public safety costs for issuing Town Business Licenses and the overall operations of the program; and

WHEREAS, recapturing these administrative costs is through the Business License Fee Schedule, and the issuing of new fees is part of this process; and

WHEREAS, the Fee Schedule in §76-4 has not been updated since 2017 and must be updated periodically to keep up with the changing and evolving economic conditions; and

WHEREAS, the Mayor and Council realize the importance of updating this schedule in a timely and efficient manner as needed; and

WHEREAS, the Town staff recognizes that adding a Business Alarm Registration Fee will reduce the number of false alarm calls and make the Police Department more efficient in responding to incidents; and

WHEREAS, changes to the fee schedule will go into effect as part of the FY 2026 Fiscal Year beginning July 1, 2025, and Town staff will bill accordingly for these fees in May 2025; and

WHEREAS, the Mayor and Council by this ordinance approves increases of the Fee Schedule for FY 2027 Fiscal Year beginning July 1, 2026; and

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: Indicate matter added to existing law.
: Indicate matter deleted from law.
: Indicate matter remaining unchanged in existing law but not set forth in Ordinance
: Indicate matter added in amendment
: Indicate matter deleted in amendment

WHEREAS, the Mayor and Council recognize that the codification of the fee schedule is the most efficient way to update the License and Permit fees:

Section 1. NOW THEREFORE, BE IT ORDAINED AND ENACTED, by the Mayor and Council of the Town of Bladensburg, that Chapter 76-4, “Business License and Fees” be and it is hereby enacted to read as follows:

Class	Description	Current License Fee	FY 26 Proposed License Fee	FY 27 Proposed License Fees
Class 1	Mobile Vendors (Ice Cream Trucks / Food Trucks), Dry Cleaning, Laundromats, Barber Shops, Beauty Salons, Nail Salons	\$125.00	\$200	\$225
Class 2	Retail (less than 10,000 sq. ft.), Drug Stores, Convenience Stores, Hardware, Clothing, Furniture, Appliance Sales/Service, Plumbing, Heating & Air Conditioning Contractors, Restaurants (Sit-in or Carryout), Business Offices (including Professional Offices – each separate firm/organization), Private Education Institutions (Nursery Schools & Licensed Daycare Centers), and other General Merchandise Stores	\$175.00	\$375	\$400
Class 3	Industrial, Motor Vehicle Repair, Paint/Body Shops, New/Used Car Sales, Boat Sales, Gas Stations, Banks, Trust Companies, Savings Institutions, Contractor Yards, Machine/Welding Shops	\$175.00	\$400	\$425
Class 4	Retail (more than 10,000 sq. ft.), Big Box Stores, Department Stores, Clothing Stores, Retail Furniture, Warehouses, Pawn Shops, Manufacturing Plants, Grocery Stores, Hardware Stores, Junkyards, Restaurants, and other General Merchandise Stores exceeding 10,000 sq. ft.	\$400.00	\$500	\$575
Class 5	Apartments / Senior Housing	\$25.00 per dwelling un	\$35.00 per dwelling unit	\$40.00 per dwelling unit
Alarm Fee	Business Alarm Registration Fee - NEW	NA	\$25	\$25
Late Fee	A late fee of one hundred dollars (\$100.00) will be charged when a required license or permit is purchased after July 1. In addition, a penalty of ten percent (10%) of the license fee will be charged on any payment thirty (30) days past the due date.	\$100 and 10%	\$100 and 10%	\$100 and 10%

Section 2. AND BE IT FURTHER ORDAINED that this Ordinance shall take effect twenty (20) days from the date of its adoption.

Section 3. AND BE IT FURTHER ORDAINED that if any provision of this Ordinance or the application thereof to any person or circumstance is held invalid for any reason, such invalidity shall not affect the other provisions or any other applications of the Ordinance which can be given effect without the invalid provision or applications, and to this end, all the provisions of this Ordinance are hereby declared to be severable.

INTRODUCED by the Mayor and Town Council of the Town Bladensburg at a regular meeting on **April 14, 2025**, and thereafter, this Ordinance was prominently posted in the Town Hall and available for inspection by the public.

ADOPTED by the Mayor and Town Council of the Town of Bladensburg, Maryland, at a regular meeting on May ____**2025**.

WITNESS

TOWN OF BLADENSBURG

Regine Watson, Clerk

Takisha D. James, Mayor

First Reading: April 14, 2025
Second Reading: May 12, 2025



Agenda Item Summary Report

Meeting Date: April 14, 2025	Submitted by: Michelle Bailey Hedgepeth, Town Administrator Roger Rinehart, Code Enforcement Supervisor
Item Title: ORDINANCE 12-2025 AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE TOWN OF BLADENSBURG TO REPEAL AND REENACT CHAPTER 50, "PROPERTY MAINTENANCE" IN ITS ENTIRETY, TO REPEAL CHAPTER 68, "HOUSING STANDARDS" IN ITS ENTIRETY, AND TO ADOPT CHAPTER 49 "RENTAL HOUSING"	
Work Session Item [X] Council Meeting Item [X]	Documentation Attached: Ordinance 12-2025
Recommended Action:	
Town Staff recommends the approval of Ordinance 12-2025, which approves updates to the Town code, which adds a section on Rental Licenses and Repeals other sections.	
<p>Council Summary – Ordinance 12-2025: Rental Housing and Property Maintenance Updates As part of the Town’s ongoing efforts to improve housing quality and ensure safe, healthy living conditions for all residents.</p> <p>This ordinance does the following:</p> <ul style="list-style-type: none"> Repeals and reenacts Chapter 50 – Property Maintenance – adopting the International Property Maintenance Code used by Prince George’s County. This update ensures consistency with modern standards for building safety and property upkeep. Repeals Chapter 68 – Housing Standards, which is now consolidated and modernized under the new structure. Establishes a new Chapter 49—Rental Housing, which requires rental properties to be registered and inspected regularly. This measure is designed to better protect tenants, maintain safe housing conditions, and support code compliance. <p>The ordinance also establishes rental license fees and allows the Town Council to pass rules and regulations to support the implementation and enforcement of the new code.</p> <p>Ordinance 12-2025 is scheduled for a second reading and vote on May 12, 2025. If adopted, it will take effect 20 days after adoption.</p> <p>These changes align with the Town’s strategic goal of maintaining high-quality housing standards and protecting the health and welfare of its residents. If you have any questions regarding this matter the Town Administrator or the Code Enforcement Supervisor will be able to answer them.</p>	
Budgeted Item: Yes [] No [X] Budgeted Amount: \$ One-Time Cost: NA Ongoing Cost:	Continued Date:
Council Priority: Yes [] No []	Approved Date:

ORDINANCE 12-2025**Code of the Town of Bladensburg****AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE TOWN OF BLADENSBURG TO REPEAL AND REENACT CHAPTER 50, “PROPERTY MAINTENANCE” IN ITS ENTIRETY, TO REPEAL CHAPTER 68, “HOUSING STANDARDS” IN ITS ENTIRETY, AND TO ADOPT CHAPTER 49 “RENTAL HOUSING”.**

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

WHEREAS, the Mayor and Council have determined that it is in the public interest that the Town adopt an updated Property Maintenance Code by incorporating the International Maintenance Code from Prince George’s County, and to enact a Rental Housing Code, to protect tenants and the public by requiring registration of rental properties and periodic inspections .

Section 1. NOW THEREFORE, BE IT ORDAINED AND ENACTED, by the Mayor and Council of the Town of Bladensburg that Chapter 50, “Property Maintenance” be and it is hereby repealed, reenacted and amended to read as follows:

§ 50-1. Adoption of Property Maintenance Code. ~~[That a certain document, three (3) copies of which are on file in the office of the Town Clerk of the Town of Bladensburg, being marked and designated as “The BOCA National Property Maintenance Code, Fourth Edition, 1993” as published by the Building Officials and Code Administrators International, Inc., be and is~~

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: Indicate matter added to existing law.

: Indicate matter deleted from law.

: Indicate matter remaining unchanged in existing law but not set forth in Ordinance

:Indicate matter added in amendment

: Indicate matter deleted in amendment

~~hereby adopted as the Property Maintenance Code of the Town of Bladensburg, in the State of Maryland; for the control of buildings and structures as herein provided; and each and all of the regulations, provisions, penalties, conditions and terms of said BOCA National Property Maintenance Code are hereby referred to, adopted, and made a part hereof, as if fully set out in this Ordinance, with the additions, insertions, deletions and changes, if any, prescribed in Section 3 of this Ordinance.~~

~~§ 50-2. Inconsistent Ordinances Repealed. That all ordinances, or parts of ordinances in conflict herewith are hereby repealed.~~

~~§ 50-3. Additions, Insertions and Changes. That the BOCA National Property Maintenance Code is amended and revised in the following respects:~~

~~Section PM 101.1 (page 1, second line), insert: Town of Bladensburg.~~

~~Section PM 106.2 (page 3, third line), insert: \$100.00 and \$200.00.~~

~~Section PM 106.2 (page 3, fourth line), insert: 0 days.~~

~~Section PM 111.2 (page 5, second line), delete: “five members appointed by the chief appointing authority as follows: Thereafter, each new member shall serve for five years or until a successor has been appointed” Insert: “date members appointed by the mayor and approved by the town council.”~~

~~Section PM 111.2.1 (page 5, delete entire sub-section.) Insert: The board shall annually select one of its members to serve as chairman. A member shall not bear an appeal in which that member has any personal, professional, or financial interest.~~

~~Section PM 111.2.2 (page 5, delete entire sub-section.)~~

~~Section PM 111.2.3 (page 5, delete entire sub-section.)~~

~~5002 Section PM 111.2.4 (page 5, delete entire sub-section.)~~

~~Section PM 111.2.5 (page 5, delete entire sub-section.)~~

~~Section PM 111.2.6 (page 5, delete entire sub-section.)~~

~~Section PM 111.5 (page 5, first line), “five members” amend to, “three members.”~~

~~Section PM 303.8 (page 10, delete entire sub-section.)~~

~~Section PM 304.12 (page 11, first line), insert: April 1, December 1.~~

~~Section PM 602.2.1 (page 17, fifth line), insert: October 1, May 1.~~

~~Section PM 602.3 (page 17, third line), insert: October 1, May 1.~~

~~Section PM 603.0 (page 17, delete entire section.)~~

~~Section PM 604.1 (page 17, delete entire sub-section.)~~

~~Section PM 604.2 (page 17, delete entire sub-section.)~~

~~Section PM 605 A (page 18, delete entire sub-section.)~~

~~Section PM 702.2 (page 19, delete entire sub-section.)~~

~~Section PM 702.3 (page 19, delete entire sub-section.)~~

~~Section PM 702.6 (page 19, delete entire sub-section.)~~

~~Section PM 702.7 (page 19, delete entire sub-section.)~~

~~Section PM 702.8 (page 19, delete entire sub-section.)~~

~~Section PM 707.1 (page 21, delete entire sub-section.)~~

~~50-4. Saving Clause. That nothing in this Ordinance or in the Property Maintenance Code hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in Section 2 of this Ordinance; nor shall~~

~~any just or legal right or remedy of any character be lost, impaired or affected by this~~
Ordinance.

~~§ 50-5. Date of Effect. That the Town Clerk shall certify to the adoption of this Ordinance, and~~
~~cause the same to be published as required by law; and this Ordinance shall take effect and be~~
~~in force from and after its approval as required by law.]~~ THE PRINCE GEORGE’S
COUNTY, MARYLAND, HOUSING CODE, AS AMENDED, WHICH
INCORPORATES THE INTERNATIONAL PROPERTY MAINTENANCE CODE WITH
CERTAIN ADDITIONS, EXCEPTIONS, AND MODIFICATIONS, IS ADOPTED BY THIS
REFERENCE AND MADE A PART OF THIS CHAPTER AS IF FULLY SET FORTH
HEREIN. WHEN A CONFLICT ARISES, THE PROVISIONS OF THIS CODE SHALL
CONTROL. THE NOTICE OF VIOLATION AND ENFORCEMENT AND PENALTY
PROVISIONS OF CHAPTER 51, “MAINTENANCE CODE” ARE INCORPORATED
HEREIN BY REFERENCE AND APPLY TO VIOLATIONS OF THIS CHAPTER.

Section 2. **AND BE IT FURTHER ORDAINED** that Chapter 68, “Housing
Standards” be and it is hereby repealed as follows:

~~[The current Housing Code of Prince George's County, Maryland, as enacted and revised~~
~~by the County Council, is hereby adopted to be and to continue in effect throughout the~~
~~Town of Bladensburg. It is the intent of the Mayor and Council that any amendment made~~
~~to the Housing Code for Prince George's County from time to time by the aforesaid~~
~~Council members shall become effective elsewhere in the county.]~~

Section 3. **AND BE IT FURTHER ORDAINED** that Chapter 49, “Rental Housing
Code” be and it is hereby enacted to read as follows:

CHAPTER 41 RENTAL HOUSING CODE

§ 49-1 SCOPE.

EVERY PORTION OF A BUILDING OR PREMISE USED OR INTENDED TO BE USED FOR RESIDENTIAL RENTAL PURPOSES SHALL COMPLY WITH THE PROVISIONS OF THIS CODE, IRRESPECTIVE OF WHEN SUCH BUILDING SHALL HAVE BEEN CONSTRUCTED, ALTERED OR REPAIRED. THIS CODE SHALL BE CONSTRUED LIBERALLY AND JUSTLY TO INSURE THE PUBLIC HEALTH, SAFETY AND WELFARE.

§ 49-2 DEFINITIONS.

IN THIS CHAPTER, THE FOLLOWING WORDS HAVE THE MEANINGS INDICATED. WHERE TERMS ARE NOT DEFINED THEY SHALL HAVE THEIR ORDINARILY ACCEPTED MEANINGS SUCH AS THE CONTEXT MAY IMPLY. WORDS USED IN THE PRESENT TENSE INCLUDE THE FUTURE; WORDS USED IN THE MASCULINE GENDER INCLUDE THE FEMININE AND NEUTER, THE SINGULAR INCLUDES THE PLURAL AND THE PLURAL THE SINGULAR. WHENEVER THE WORDS "DWELLING OR DWELLING UNIT," "ROOMING UNIT," "RENTAL DWELLING", "MULTIPLE OR SINGLE-FAMILY DWELLING", "STRUCTURE" OR "PREMISES" ARE USED IN THIS CHAPTER, THEY ARE CONSTRUED AS THOUGH THEY WERE FOLLOWED BY THE WORDS "OR ANY PART THEREOF."

BASEMENT ANY PORTION OF A BUILDING LOCATED WHOLLY OR PARTIALLY UNDERGROUND HAVING ANY PORTION OR ALL OF ITS CLEAR FLOOR-TO-CEILING HEIGHT BELOW THE AVERAGE GRADE OF THE ADJOINING GROUND.

BUILDING CODE THE BASIC BUILDING CODE, LATEST EDITION, AND CURRENT CUMULATIVE SUPPLEMENT OFFICIALLY ADOPTED BY PRINCE GEORGE'S COUNTY AND THE TOWN OF BLADENSBURG FOR THE REGULATIONS OF CONSTRUCTION, ALTERATION, ADDITION, REPAIR, REMOVAL, DEMOLITION, USE, LOCATION, OCCUPANCY AND MAINTENANCE OF PREMISES, BUILDINGS AND STRUCTURES.

CENTRAL HEATING THE HEATING SYSTEM PERMANENTLY INSTALLED AND ADJUSTED SO AS TO PROVIDE THE DISTRIBUTION OF HEAT TO ALL HABITABLE ROOMS, BATHROOMS AND WATER CLOSET COMPARTMENTS FROM A SOURCE OUTSIDE OF THESE ROOMS.

CODE ENFORCEMENT OFFICER THAT PERSON APPOINTED BY THE MAYOR WITH CONSENT OF THE COUNCIL TO ENFORCE THE HOUSING CODE(S).

CONDEMN TO DECLARE A STRUCTURE, PREMISES OR EQUIPMENT UNSAFE OR UNFIT FOR USE OR OCCUPATION.

DWELLING UNIT ANY ROOM OR GROUP OF ROOMS LOCATED WITHIN A DWELLING INTENDED TO PROVIDE A COMPLETE SINGLE HABITABLE UNIT FOR ONE OR MORE PERSONS WITH FACILITIES WHICH ARE USED OR INTENDED TO BE USED FOR LIVING, SLEEPING, COOKING AND EATING.

DWELLINGS A BUILDING OR STRUCTURE USED FOR HUMAN OCCUPANCY, INCLUDING GARAGES AND OTHER APPURTENANCES.

EMERGENCY AN UNFORESEEN OCCURRENCE OR CONDITION, OR A RAPID DETERIORATION OF CIRCUMSTANCES, NECESSITATING IMMEDIATE ACTION TO AVERT IMMINENT DANGER TO LIFE, LIBERTY OR PROPERTY.

EXTERIOR PROPERTY AREAS THE OPEN SPACE ON THE PREMISES AND ON ADJOINING PROPERTY UNDER THE CONTROL OF OWNERS OR OPERATORS OF SUCH PREMISES.

EXTERMINATION THE CONTROL AND ELIMINATION OF INSECTS, RODENTS OR OTHER PESTS BY ELIMINATING THEIR HARBORAGE PLACES; BY REMOVING OR MAKING INACCESSIBLE MATERIALS THAT MAY SERVE AS THEIR FOOD; BY POISON SPRAYING, FUMIGATING, TRAPPING, OR BY ANY OTHER PEST ELIMINATION METHODS AS ALLOWED BY LAW.

GARBAGE THE ANIMAL, MINERAL AND VEGETABLE WASTE RESULTING FROM THE HANDLING, PREPARING, COOKING AND SERVING OF FOOD EXCLUSIVE OF RECOGNIZED INDUSTRIAL BY-PRODUCTS AND HUMAN AND ANIMAL FECES.

GROSS FLOOR AREA THE TOTAL AREA OF ALL HABITABLE SPACE IN A BUILDING OR STRUCTURE.

HABITABLE SPACE A ROOM OR ENCLOSED FLOOR SPACE USED OR INTENDED TO BE USED FOR LIVING, SLEEPING, COOKING OR EATING PURPOSES, EXCLUDING BATHROOMS, WATER CLOSET COMPARTMENTS, LAUNDRIES, PANTRIES, FOYERS OR COMMUNICATING CORRIDORS, CLOSETS AND STORAGE SPACES, WORKSHOPS AND OTHER ROOMS USED ONLY OCCASIONALLY.

HOUSING CODE ALL RULES AND REGULATIONS CONTAINED HEREIN OR PROMULGATED PURSUANT TO AUTHORITY HEREUNDER.

INFESTATION THE PRESENCE, WITHIN OR AROUND A DWELLING, OF INSECTS, RODENTS, VERMIN OR OTHER PESTS.

MAINTENANCE ACTS OF REPAIR AND OTHER ACTS TO PREVENT A DECLINE IN THE CONDITION OF GROUNDS, STRUCTURES, OTHER APPURTENANCES AND EQUIPMENT SUCH THAT THE CONDITION DOES NOT FALL BELOW THE STANDARDS ESTABLISHED BY THIS CODE AND OTHER APPLICABLE STATUTES, CODES AND ORDINANCES.

MULTI-FAMILY DWELLING ANY BUILDING CONTAINING TWO OR MORE DWELLING UNITS.

OCCUPANT ANY PERSON, OVER ONE YEAR OF AGE (INCLUDING THE OWNER OR OPERATOR AND DOMESTIC SERVICE EMPLOYEES) LIVING, SLEEPING, COOKING OR EATING IN OR HAVING ACTUAL POSSESSION OF OR SPACE WITHIN A DWELLING UNIT OR ROOMING UNIT.

OPERATOR AN OWNER OR REPRESENTATIVE OF THE OWNER WITH AUTHORITY TO OPERATE THE PREMISES.

ORDINARY MINIMUM WINTER CONDITIONS THE TEMPERATURE 15° F. ABOVE THE LOWEST RECORDED TEMPERATURE FOR THE PREVIOUS TEN-YEAR PERIOD.

OWNER ANY PERSON WHO, ALONE OR JOINTLY OR SEVERALLY WITH OTHERS:

A. SHALL HAVE LEGAL AND/OR EQUITABLE TITLE TO ANY DWELLING, DWELLING UNIT, OR ROOMING UNIT, WITH OR WITHOUT ACCOMPANYING ACTUAL POSSESSION THEREOF; OR

B. SHALL HAVE CHARGE, CARE, POSSESSION OR CONTROL OF ANY DWELLING UNIT OR ROOMING UNIT, AS OWNER OR AGENT OF THE OWNER, OR AS EXECUTOR, ADMINISTRATOR, TRUSTEE OR GUARDIAN OF THE ESTATE OF THE OWNER. ANY SUCH PERSON THUS REPRESENTING THE ACTUAL OWNER SHALL BE BOUND TO COMPLY WITH THE PROVISIONS OF THIS ORDINANCE, AND OF RULES AND REGULATIONS ADOPTED PURSUANT THERETO, TO THE SAME EXTENT AS IF THEY WERE THE OWNER.

PERSON ANY INDIVIDUAL, FIRM, CORPORATION, ASSOCIATION, PARTNERSHIP, LIMITED PARTNERSHIP, TRUST OR ESTATE.

PLUMBING THE PRACTICE, MATERIALS AND FIXTURES USED IN THE INSTALLATION, MAINTENANCE, EXTENSION AND ALTERATION OF ALL PIPING, FIXTURES, APPLIANCES AND APPURTENANCES WITHIN THE SCOPE

OF THE PLUMBING CODE INCLUDING BUT NOT LIMITED TO ALL OF THE FOLLOWING SUPPLIED FACILITIES AND EQUIPMENT: GAS PIPES, GAS-BURNING EQUIPMENT, WATER PIPES, WATER HEATING FACILITIES, GARBAGE DISPOSAL UNITS, WASTE PIPES, WATER CLOSETS, SINKS, INSTALLED DISHWASHERS, LAVATORIES, BATHTUBS, SHOWER BATHS, INSTALLED CLOTHES-WASHING MACHINES, CATCH BASINS, DRAINS, VENTS AND ANY OTHER SIMILAR SUPPLIES OR FIXTURES, TOGETHER WITH ALL CONNECTIONS TO WATER, SEWER OR GAS LINES.

PLUMBING FIXTURE A RECEPTACLE OR DEVICE WHICH IS EITHER PERMANENTLY OR TEMPORARILY CONNECTED TO THE WATER DISTRIBUTION SYSTEM OF THE PREMISES AND DEMANDS A WATER SUPPLY THEREFROM; OR DISCHARGES USED WATER, LIQUID BORNE WASTE MATERIALS OR SEWAGE EITHER DIRECTLY OR INDIRECTLY TO THE DRAINAGE SYSTEM OF THE PREMISES, OR WHICH REQUIRES BOTH A WATER SUPPLY CONNECTION AND A DISCHARGE TO THE DRAINAGE SYSTEM OF THE PREMISES.

PREMISES A LOT, PLOT OR PARCEL OF LAND INCLUDING THE BUILDING OR STRUCTURES THEREON.

RENOVATION A BUILDING AND ITS FACILITIES MADE TO CONFORM TO PRESENT DAY MINIMUM STANDARDS OF SANITATION, FIRE AND LIFE SAFETY.

RENTAL DWELLING A RENTED OR LEASED ROOM OR GROUP OF ROOMS LOCATED IN A SINGLE-FAMILY OR MULTI-FAMILY BUILDING FORMING A SINGLE HABITABLE UNIT OCCUPIED BY ONE OR MORE PERSONS WHICH IS INTENDED TO BE USED BY THE OCCUPANTS FOR LIVING OR SLEEPING.

RUBBISH ALL COMBUSTIBLE AND NONCOMBUSTIBLE WASTE MATERIALS, EXCEPT GARBAGE; AND THE TERM SHALL INCLUDE BUT NOT BE LIMITED TO THE RESIDUE FROM THE BURNING OF WOOD, COAL, COKE AND OTHER COMBUSTIBLE MATERIALS, PAPER RAGS, CARTONS, BOXES, WOOD EXCELSIOR, RUBBER, LEATHER, TREE BRANCHES, YARD TRIMMINGS, TIN AND ALUMINUM CANS, METALS, MINERAL MATTER, CLASS CROCKERY, AND DUST.

SUPPLIED PAID FOR, FURNISHED, OR PROVIDED BY OR UNDER THE CONTROL OF, THE OWNER OR OPERATOR.

VENTILATION THE PROCESS OF SUPPLYING AND REMOVING AIR BY NATURAL OR MECHANICAL MEANS TO OR FROM ANY SPACE.
A. MECHANICAL VENTILATION BY POWER DRIVEN DEVICES.

B. NATURAL VENTILATION BY OPENING TO OUTER AIR THROUGH WINDOWS, SKYLIGHTS, DOORS, LOUVERS, OR STACKS WITHOUT WIND DRIVEN DEVICES.

WORKMANLIKE WHENEVER THE WORDS "WORKMANLIKE STATE OF MAINTENANCE AND REPAIR" ARE USED IN THIS CHAPTER, THEY SHALL MEAN THAT SUCH MAINTENANCE AND REPAIR SHALL BE MADE IN A REASONABLY SKILLFUL MANNER AND IN ACCORDANCE WITH INDUSTRY STANDARDS SO AS TO SECURE THE RESULTS INTENDED BY THIS CODE.

YARD AN OPEN SPACE SURROUNDING A BUILDING.

§49-3 RENTAL PROPERTY LICENSE AND RENEWALS.

A. RENTAL LICENSE. IT SHALL BE UNLAWFUL FOR ANY PERSON TO RENT OR LEASE ANY PREMISES, INCLUDING ANY SINGLE-FAMILY RENTAL DWELLING UNIT, MULTIPLE RENTAL DWELLING UNIT OR ROOMING UNIT WITHIN THE TOWN OF BLADENSBURG, WITHOUT HAVING FIRST OBTAINED A LICENSE OR TEMPORARY CERTIFICATE TO DO SO AS HEREINAFTER PROVIDED.

B. LICENSE APPLICATION FOR EXISTING RENTAL PROPERTY. ON OR BEFORE JULY 1, 2025, THE LEGAL OWNER OF RECORD OF A MULTI-FAMILY RENTAL PROPERTY, AND ON OR BEFORE JULY 1, 2026, THE LEGAL OWNER OF RECORD OF A SINGLE-FAMILY RESIDENCE, SHALL MAKE WRITTEN APPLICATION TO THE TOWN FOR AN ANNUAL RENTAL LICENSE UPON SUCH FORM OR FORMS AS THE TOWN SHALL FROM TIME TO TIME DESIGNATE. FOR ANY OTHER PROPERTY PROPOSED TO BE USED AS RENTAL PROPERTY, SUCH APPLICATION SHALL BE MADE AT LEAST 30 DAYS PRIOR TO THE EFFECTIVE DATE OF ANY LEASE. SAID FORMS SHALL INCLUDE THE OWNER'S ADDRESS FOR SERVICE OF ANY NOTICES REQUIRED UNDER THIS CHAPTER, A CELLPHONE NUMBER, AND AN EMAIL ADDRESS OR OTHER CONTACT MECHANISM FOR IMMEDIATE CONTACT. THE OWNER SHALL PROVIDE A COPY OF THE PRINCE GEORGE'S COUNTY USE AND OCCUPANCY PERMIT FOR THE PREMISES. THE APPLICATION SHALL BE SUBMITTED TOGETHER WITH A NON-REFUNDABLE RENTAL LICENSE APPLICATION FEE. THE AMOUNT OF SUCH FEE IS TO BE ESTABLISHED BY THE TOWN COUNCIL.

C. TEMPORARY CERTIFICATES. UPON RECEIPT OF A COMPLETED APPLICATION FOR A LICENSE, THE TOWN ADMINISTRATOR MAY ISSUE A NON-TRANSFERABLE "TEMPORARY CERTIFICATE" TO THE OWNERS OF PROPERTIES THAT ARE BEING RENTED ON THE EFFECTIVE DATE OF THIS CHAPTER, INDICATING THAT A LICENSE HAS BEEN DULY APPLIED FOR, AND THAT A NON-TRANSFERABLE LICENSE WILL BE ISSUED OR DENIED AFTER THE BUILDING, INCLUDING INTERIOR PORTIONS THEREOF, AND

PREMISES HAVE BEEN INSPECTED FOR COMPLIANCE WITH APPLICABLE PROVISIONS OF THE HOUSING CODE, AND AUTHORIZING OCCUPANCY UNTIL THE PROCESS HAS BEEN COMPLETED.

D. INSPECTIONS. ALL MULTI-FAMILY RENTAL PROPERTIES SHALL BE SUBJECT TO INSPECTION UPON APPLICATION FOR AND AT LEAST ONCE PER YEAR PRIOR TO RENEWAL OF THE RENTAL LICENSE, TO DETERMINE IF THEY ARE IN CONFORMANCE WITH THE CODE. ALL SINGLE-FAMILY DWELLINGS SHALL BE INSPECTED AT LEAST ONCE EACH YEAR, BEGINNING JULY 1, 2026, AT THE TIME OF APPLICATION FOR AND AT LEAST ONCE PER YEAR PRIOR TO RENEWAL OF THE RENTAL LICENSE. PERMISSION FOR SUCH INSPECTIONS, WITHOUT THE NECESSITY FOR OBTAINING ANY FURTHER PERMISSION OR JUDICIAL WARRANT, IS A CONDITION OF ANY LICENSE OR TEMPORARY CERTIFICATE. FAILURE TO ALLOW ENTRY FOR SUCH INSPECTION OR TO REQUIRE ANY TENANT TO ALLOW ENTRY FOR SUCH INSPECTION SHALL CONSTITUTE SUFFICIENT REASONS FOR THE DENIAL OR REVOCATION OF THE RENTAL LICENSE OR TEMPORARY CERTIFICATE. IN THE EVENT A STATE OF EMERGENCY HAS BEEN DECLARED FOR THE TOWN BY THE MAYOR AND COUNCIL, OR BY THE STATE OF MARYLAND OR PRINCE GEORGE'S COUNTY, PURSUANT TO STATE OR LOCAL LAW, THE REQUIRED INSPECTION MAY BE POSTPONED AND/OR ALTERED IN SCOPE BY RESOLUTION OF THE MAYOR AND COUNCIL.

E. REVOCATION OR DENIAL OF LICENSE. A LICENSE MAY BE REVOKED OR DENIED BY THE TOWN ADMINISTRATOR IF THE OWNER, AFTER 10 DAYS' NOTICE FROM THE TOWN, FAILS TO ELIMINATE OR TO INITIATE GOOD FAITH EFFORTS TO ELIMINATE VIOLATIONS OF THE HOUSING CODE. REVOCATION OR DENIAL OF A LICENSE SHALL BE IN ADDITION TO AND NOT IN SUBSTITUTION FOR, SUCH OTHER PENALTIES AS MAY BE PROVIDED FOR SAID VIOLATIONS ELSEWHERE IN THIS CODE.

F. LICENSE RENEWAL. LICENSES ISSUED HEREUNDER SHALL EXPIRE ONE YEAR FROM THE DATE OF ISSUANCE AND SHALL BE RENEWABLE ANNUALLY AT THE FEES SET BY THE TOWN COUNCIL BY RESOLUTION. APPLICATION FOR RENEWALS SHALL BE MADE AT LEAST 60 DAYS PRIOR TO THE EXPIRATION DATE.

G. DISPLAY OF LICENSES. LICENSES AND TEMPORARY CERTIFICATES ISSUED UNDER THIS SECTION SHALL BE PRODUCED ON THE DEMAND OF A TENANT OR PROSPECTIVE TENANT AND SHALL BE AVAILABLE AT REASONABLE TIMES FOR EXAMINATION BY THE CODE ENFORCEMENT OFFICER OF THE TOWN.

H. CHANGE OF CONTACT INFORMATION. THE OWNER SHALL PROMPTLY NOTIFY THE TOWN OF ANY CHANGE OF CONTACT INFORMATION.

I. LEAD RISK. PRIOR TO ISSUANCE OR RENEWAL OF A LICENSE, THE OWNER MUST PROVIDE PROOF OF COMPLIANCE WITH SECTION 6-801 *ET SEQ.* OF THE ENVIRONMENT ARTICLE, ANNOTATED CODE OF MARYLAND.

§49-4 OCCUPANCY REQUIREMENTS.

NO PERSON SHALL RENT OR LEASE TO ANOTHER FOR OCCUPANCY ANY PREMISES, INCLUDING ANY DWELLING OR ROOMING UNITS OR PORTIONS THEREOF, WHICH DOES NOT COMPLY WITH THE FOLLOWING REQUIREMENTS:

A. MINIMUM CEILING HEIGHTS. HABITABLE SPACE, INCLUDING ALL SPACE THAT WILL BE USED FOR HABITATION, SHALL HAVE A CLEAR CEILING HEIGHT OF NOT LESS THAN 7 FEET FOR AT LEAST 1/2 OF THE SPACE. IN ATTICS OR TOP HALF STORIES, THE CEILING HEIGHT SHALL BE NOT LESS THAN SEVEN FEET FOR AT LEAST 1/3 OF THE AREA OF SUCH SPACE WHEN USED FOR HABITATION. IN CALCULATING THE FLOOR AREA FOR ANY HABITABLE SPACE, ONLY THOSE PORTIONS OF THE FLOOR AREA OF THE ROOMS HAVING A CLEAR CEILING HEIGHT OF FIVE FEET OR MORE MAYBE INCLUDED.

B. REQUIRED SPACE IN DWELLING OR ROOMING UNITS. EVERY DWELLING OR ROOMING UNIT SHALL CONTAIN A MINIMUM GROSS FLOOR AREA OF NOT LESS THAN 150 SQUARE FEET FOR THE FIRST OCCUPANT, AND 100 SQUARE FEET FOR EACH ADDITIONAL OCCUPANT. THE FLOOR AREA SHALL BE CALCULATED ON THE BASIS OF THE TOTAL AREA OF ALL HABITABLE ROOMS.

C. REQUIRED SPACE IN SLEEPING ROOM. EVERY ROOM OCCUPIED FOR SLEEPING PURPOSES BY ONE OCCUPANT SHALL HAVE A MINIMUM GROSS FLOOR AREA OF AT LEAST 70 SQUARE FEET. EVERY ROOM OCCUPIED FOR SLEEPING PURPOSES BY MORE THAN ONE OCCUPANT SHALL CONTAIN AT LEAST 50 SQUARE FEET OF FLOOR AREA FOR EACH OCCUPANT THEREOF.

D. EACH DWELLING AND ROOMING UNIT SHALL PROVIDE CLOTHES CLOSET SPACE MEASURING AT LEAST SIX SQUARE FEET, WITH A HEIGHT OF AT LEAST FIVE FEET, FOR EACH ROOM USED FOR SLEEPING. IN ADDITION, AT LEAST ONE OTHER CLOTHES CLOSET OF LIKE SIZE SHALL BE PROVIDED ELSEWHERE IN THE DWELLING OR ROOMING UNIT.

E. LOCATION OF BATH AND SECOND SLEEPING ROOM. NO DWELLING UNIT CONTAINING TWO OR MORE SLEEPING ROOMS SHALL HAVE SUCH ROOM ARRANGEMENTS THAT ACCESS TO A BATHROOM OR WATER CLOSET COMPARTMENT INTENDED FOR USE BY OCCUPANTS OF MORE THAN ONE SLEEPING ROOM CAN BE HAD ONLY BY GOING THROUGH ANOTHER SLEEPING ROOM; NOR SHALL THE ROOM ARRANGEMENT BE SUCH THAT ACCESS TO A SLEEPING ROOM CAN BE HAD ONLY BY GOING THROUGH ANOTHER SLEEPING ROOM OR A BATHROOM OR WATER CLOSET COMPARTMENT.

F. OCCUPANCY OF DWELLING UNITS BELOW GRADE. NO DWELLING UNIT PARTIALLY BELOW GRADE SHALL BE USED FOR LIVING PURPOSES UNLESS:

(1) FLOORS AND WALLS ARE WATERTIGHT; AND

(2) TOTAL WINDOW AREA, TOTAL OPERABLE AREA AND CEILING HEIGHT ARE IN ACCORDANCE WITH THIS CODE.

§ 49-5 INSPECTION OF RENTAL DWELLINGS, DWELLING UNITS, ROOMING UNITS, AND PREMISES.

A. GENERALLY. THE CODE ENFORCEMENT OFFICER IS HEREBY AUTHORIZED TO ENFORCE THE PROVISIONS OF THIS CODE AND IS DIRECTED TO MAKE INSPECTIONS TO DETERMINE THE CONDITION OF RENTAL DWELLINGS, DWELLING UNITS, ROOMING UNITS, AND PREMISES LOCATED WITHIN THE TOWN OF BLADENSBURG, IN ORDER THAT THEY MAY PERFORM THEIR DUTY OF SAFEGUARDING THE HEALTH SAFETY AND WELFARE OF THE OCCUPANTS OF DWELLINGS AND OF THE GENERAL PUBLIC. FOR THE PURPOSE OF MAKING SUCH INSPECTIONS THE CODE ENFORCEMENT OFFICER IS HEREBY AUTHORIZED UPON PRESENTATION OF PROPER CREDENTIALS TO ENTER, EXAMINE, AND SURVEY AT ALL REASONABLE TIMES ALL RENTAL DWELLINGS AND PREMISES. THE OWNER OR OCCUPANT OF EVERY SUCH RENTAL DWELLING AND PREMISES OR THE PERSON IN CHARGE THEREOF, SHALL GIVE THE CODE ENFORCEMENT OFFICER FREE ACCESS TO SUCH RENTAL DWELLING AND PREMISES, AT ALL REASONABLE TIMES FOR THE PURPOSE OF SUCH INSPECTION, EXAMINATION AND SURVEY. EVERY OCCUPANT OF ANY SUCH RENTAL DWELLING OR PREMISES SHALL GIVE THE OWNER THEREOF, OR THEIR AGENT OR EMPLOYEE, ACCESS TO ANY PART OF SUCH DWELLING OR PREMISES, AT ALL REASONABLE TIMES FOR THE PURPOSE OF MAKING SUCH REPAIRS OR ALTERATIONS AS ARE NECESSARY TO EFFECT COMPLIANCE WITH THE PROVISIONS OF THIS CHAPTER, AND WITH ANY LAWFUL RULE OR REGULATION OR ORDER ISSUED PURSUANT TO THE PROVISIONS OF THIS CHAPTER.

B. ENTRY. IF ANY OWNER, OCCUPANT, OR OTHER PERSON IN CHARGE OF A STRUCTURE SUBJECT TO THE PROVISIONS OF THIS CODE PREVENTS REFUSES, IMPEDES, INHIBITS, INTERFERES WITH, RESTRICTS OR OBSTRUCTS ENTRY AND FREE ACCESS TO ANY PART OF THE STRUCTURE OR PREMISES WHERE INSPECTION AUTHORIZED BY THIS CODE IS SOUGHT, THE CODE ENFORCEMENT OFFICER (OR OTHER REPRESENTATIVES OF THE ADMINISTRATION) MAY SEEK, IN A COURT OF COMPETENT JURISDICTION, AN ORDER THAT THE OWNER, OCCUPANT OR OTHER PERSON IN CHARGE CEASE AND DESIST WITH SUCH INTERFERENCE AND/OR FOR AN ADMINISTRATIVE SEARCH WARRANT.

C. ALTERATIONS AND REPAIRS.

(1) THE CODE ENFORCEMENT OFFICER HAS THE AUTHORITY TO REQUIRE AND APPROVE ANY ALTERATIONS OR REPAIRS NECESSARY TO BRING A STRUCTURE OR PREMISES INTO COMPLIANCE WITH THIS CODE. THE DETERMINATION OF WHAT MAY BE NECESSARY TO BRING THE PREMISES

INTO COMPLIANCE SHALL TAKE INTO CONSIDERATION THE USE OF ALTERNATIVES AND EQUIVALENT APPROACHES AS PROVIDED FOR IN THIS CODE.

(2) THE CODE ENFORCEMENT OFFICER SHALL HAVE THE AUTHORITY TO APPROVE CHANGES IN ALTERATIONS OR REPAIRS IN THE FIELD WHEN CONDITIONS ARE ENCOUNTERED WHICH MAKE THE ORIGINALLY APPROVED WORK IMPRACTICAL, IF THE CHANGES IN APPROVED WORK CAN BE READILY DETERMINED TO BE IN COMPLIANCE WITH THIS CODE AND ARE REQUESTED BY THE PROPERTY OWNER OR THEIR AGENT BEFORE THE CHANGES.

(3) THE CHANGES SHALL BE SPECIFICALLY DOCUMENTED BY THE PROPERTY OWNER OR BY THEIR AGENT, DESCRIBING THE CHANGE IN WORK AND THE REASONS AND JUSTIFICATION FOR THE CHANGE, AND SHALL BE FILED WITH THE PERMIT FOR THE PROJECT.

§ 49-6 UNFIT RENTAL PREMISES.

NO PERSON SHALL RENT OR LEASE TO ANOTHER FOR OCCUPANCY ANY PREMISES WHICH IS NOT FIT FOR HUMAN HABITATION OR IS OTHERWISE IN VIOLATION OF THIS SECTION.

A. DANGEROUS STRUCTURES AND EQUIPMENT. ANY RENTAL DWELLING, PREMISES OR PART THEREOF, WHICH SHALL BE FOUND TO BE UNSAFE, UNLAWFUL OR TO HAVE ANY OF THE FOLLOWING DEFECTS MAY BE CONDEMNED AS UNFIT FOR HUMAN HABITATION AND SHALL BE SO DESIGNATED AND PLACARDED BY THE CODE ENFORCEMENT OFFICER. IT SHALL NOT BE RE-OCCUPIED WITHOUT APPROVAL FROM THE CODE ENFORCEMENT OFFICER. UNSAFE EQUIPMENT MAY BE CONDEMNED, PLACARDED AND PLACED OUT OF SERVICE PURSUANT TO THIS SECTION.

(1) ONE WHICH IS SO DAMAGED, DECAYED DILAPIDATED, UNSANITARY, UNSAFE, OR VERMIN-INFESTED THAT IT CREATES A SERIOUS HAZARD TO THE HEALTH OR SAFETY OF THE OCCUPANTS OR OF THE PUBLIC.

(2) ONE WHICH LACKS SUFFICIENT ILLUMINATION, VENTILATION, OR SANITATION FACILITIES, A FIRE PROTECTION AND WARNING SYSTEM, OR OTHER ESSENTIAL EQUIPMENT REQUIRED BY THIS CODE ADEQUATE TO PROTECT THE HEALTH OR SAFETY OF THE OCCUPANTS OR OF THE PUBLIC.

(3) ONE WHICH BECAUSE OF ITS GENERAL CONDITION OR LOCATION IS UNSANITARY, OR OTHERWISE DANGEROUS TO THE HEALTH OR SAFETY OF THE OCCUPANTS OR OF THE PUBLIC.

(4) ONE WHICH IS OCCUPIED BY MORE PERSONS THAN PERMITTED UNDER THIS CODE OR APPLICABLE LAW.

(5) ONE IN WHICH THE EQUIPMENT IS UNSAFE, INCLUDING ANY BOILER, HEATING EQUIPMENT, COOKING EQUIPMENT, ELEVATOR, MOVING STAIRWAY, ELECTRICAL WIRING, OR DEVICE, FLAMMABLE LIQUID CONTAINERS OR OTHER EQUIPMENT ON THE PREMISES OR WITHIN THE STRUCTURE WHICH IS IN SUCH DISREPAIR OR CONDITION THAT IT IS

FOUND BY THE CODE OFFICIAL TO BE A HAZARD TO THE LIFE, HEALTH, PROPERTY, OR SAFETY OF THE TENANTS OF THE PREMISES OF STRUCTURE.

(6) ONE WHICH IS NOT IN COMPLIANCE WITH TITLE 6, SUBTITLE 8 OF THE ENVIRONMENTAL ARTICLE, ANNOTATED CODE OF MARYLAND, AS AMENDED.

(7) ONE TO WHICH WATER SERVICE HAS BEEN STOPPED.

B. POSTING OF PLACARD. ANY RENTAL PREMISES OR PORTION THEREOF DECLARED AS UNFIT FOR HUMAN HABITATION HEREUNDER SHALL BE POSTED AT EACH ENTRANCE WITH A PLACARD BY THE CODE ENFORCEMENT OFFICER. IT SHALL BE UNLAWFUL FOR ANY PERSON TO ENTER SUCH RENTAL DWELLING, PREMISES OR PORTION THEREOF AFTER THE DATE SET FORTH IN THE PLACARD TO VACATE EXCEPT FOR THE REASON OF MAKING THE REQUIRED REPAIRS OR OF DEMOLISHING SAID PREMISES. THE PLACARD SHALL INCLUDE THE FOLLOWING:

(1) NAME OF TOWN;

(2) THE CHAPTER AND SECTION OF THE CODE UNDER WHICH IT IS ISSUED;

(3) AN ORDER THAT THE DWELLING OR MULTIFAMILY DWELLING SHALL BE VACATED BY A STATED DATE, AND MUST REMAIN VACANT UNTIL THE ORDER TO VACATE IS WITHDRAWN;

(4) THE DATE THAT THE PLACARD IS POSTED;

(5) A STATEMENT OF THE PENALTY FOR DEFACING REMOVAL OF THE PLACARD;

(6) A STATEMENT THAT "THIS BUILDING IS UNFIT FOR HUMAN HABITATION AND ITS USE OR OCCUPANCY HAS BEEN PROHIBITED BY THE TOWN OF BLADENSBURG" AND THE PLACARD SHALL BEAR THE SIGNATURE OF THE TOWN ADMINISTRATOR.

C. REMOVAL OF PLACARD OR NOTICE. NO PERSON SHALL DEFACE OR REMOVE THE PLACARD FROM ANY RENTAL DWELLING, PREMISES OR PORTION THEREOF WHICH HAS BEEN DECLARED OR PLACARDED AS UNFIT FOR HUMAN HABITATION EXCEPT BY AUTHORITY IN WRITING FROM THE CODE ENFORCEMENT OFFICER.

D. VACATING OF DECLARED BUILDINGS. ANY RENTAL DWELLING, PREMISES OR PORTION THEREOF DECLARED AS UNFIT FOR HUMAN HABITATION AND SO DESIGNATED AND PLACARDED SHALL BE VACATED WITHIN A REASONABLE TIME AS ORDERED BY THE CODE ENFORCEMENT OFFICER, AND IT SHALL BE UNLAWFUL FOR ANY OWNER OR OPERATOR TO LET ANY PERSON INHABIT SAID RENTAL DWELLING, PREMISES OR PORTION THEREOF WHICH HAS BEEN DECLARED AND PLACARDED BY THE CODE ENFORCEMENT OFFICER AFTER THE DATE SET FORTH IN THE PLACARD. THE CODE ENFORCEMENT OFFICER SHALL REMOVE SUCH PLACARD WHENEVER THE DEFECT OR DEFECTS UPON WHICH THE DECLARATION AND PLACARDING ACTION WERE BASED HAVE BEEN ELIMINATED.

E. NOTICE TO OWNER. WHENEVER THE CODE ENFORCEMENT OFFICER INTENDS TO CONDEMN A RENTAL DWELLING, PREMISES OR ANY PORTIONS THEREOF, AS UNFIT FOR HUMAN HABITATION, OR TO PLACE EQUIPMENT OUT OF SERVICE, THEY SHALL WHEN FEASIBLE GIVE PRIOR WRITTEN NOTICE TO THE OWNER. SUCH NOTICE TO THE OWNER SHALL:

- (1) BE IN WRITING;
- (2) INCLUDE A DESCRIPTION OF THE REAL ESTATE SUFFICIENT FOR IDENTIFICATION;
- (3) INCLUDE A STATEMENT OF THE REASONS WHY IT IS BEING ISSUED;
- (4) STATE THE DATE OCCUPANTS MUST VACATE THE DWELLING UNITS IF THE DEFECTS HAVE NOT BEEN ELIMINATED AND THE ORDER TO VACATE WITHDRAWN.

F. SERVICE OF NOTICE. NOTICE OF VIOLATION SHALL BE SERVED AS REQUIRED BY § 49-9.

G. SERVICE ON OCCUPANT. WHEN A CONDEMNATION ORDER IS SERVED ON AN OCCUPANT OTHER THAN THE OWNER OR PERSON RESPONSIBLE FOR SUCH COMPLIANCE, A REASONABLE TIME TO VACATE THE PROPERTY AFTER NONCOMPLIANCE SHALL BE STATED. OWNERS OR PERSONS RESPONSIBLE FOR COMPLIANCE MUST VACATE AT THE TIME SET FOR CORRECTION OF DEFECTS IF THERE IS FAILURE OF COMPLIANCE.

H. SEALING OF UNFIT STRUCTURE. IT SHALL BE THE RESPONSIBILITY OF THE OWNER OF THE PROPERTY TO REMOVE ALL UNSANITARY OR FLAMMABLE MATERIAL AND TO BOARD UP ALL WINDOWS AND DOORS AFTER A DWELLING HAS BEEN PROPERLY DETERMINED TO BE UNFIT FOR HUMAN HABITATION, IF SUCH BOARD UP IS DETERMINED BY THE CODE ENFORCEMENT OFFICER TO BE NECESSARY FOR REASONS OF HEALTH OR SAFETY. IN THE EVENT THAT THE OWNER OF THE PROPERTY FAILS TO PROPERLY SEAL THE STRUCTURE AGAINST UNLAWFUL ENTRY, THE TOWN OF BLADENSBURG SHALL TAKE ACTION TO REMOVE UNSANITARY OR FLAMMABLE WASTE MATERIAL AND TO BOARD UP ALL WINDOWS AND DOORS SO AS TO PREVENT ENTRANCE. THE COST OF SAID ACTION SHALL BE LIEN ON THE PROPERTY AND COLLECTIBLE IN THE SAME MANNER AS DELINQUENT TAXES.

I. FURTHER ACTION. IF, AFTER PROPER NOTICE HEREUNDER, THE OWNER FAILS TO CORRECT DEFECTS WHICH HAVE CAUSED THE RENTAL DWELLING, PREMISES, OR PORTION THEREOF TO BE UNFIT FOR HUMAN HABITATION, THE MAYOR AND COUNCIL MAY REQUEST ADDITIONAL ACTION FROM THE APPROPRIATE STATE AND OR COUNTY AUTHORITY.

J. COORDINATION OF ENFORCEMENT.

- (1) WHENEVER, IN THE OPINION OF THE CODE ENFORCEMENT OFFICER INITIATING AN INSPECTION UNDER THIS CODE, IT IS DEEMED NECESSARY OR DESIRABLE TO HAVE INSPECTIONS BY ANY OTHER GOVERNMENTAL OFFICIAL OR AGENCY, THE CODE ENFORCEMENT OFFICER SHALL MAKE A

REASONABLE EFFORT TO ARRANGE FOR THE COORDINATION OF THE INSPECTIONS SO AS TO MINIMIZE THE NUMBER OF VISITS BY INSPECTORS.

(2) THE CODE ENFORCEMENT OFFICER SHALL CONFER WITH THE OTHER GOVERNMENTAL OFFICIAL OR AGENCY FOR THE PURPOSE OF ELIMINATING CONFLICTING ORDERS BEFORE ANY ARE ISSUED.

(3) THE CODE ENFORCEMENT OFFICER MAY NOT, HOWEVER, CAUSE THE DELAY OF THE ISSUANCE OF ANY EMERGENCY ORDERS BY A GOVERNMENTAL OFFICIAL OR AGENCY WHICH THE GOVERNMENTAL OFFICIAL OR AGENCY DETERMINES MUST BE ISSUED.

§ 49-7 EMERGENCIES.

NO PERSON SHALL RENT OR LEASE TO ANOTHER FOR OCCUPANCY ANY PREMISES INCLUDING ANY DWELLING, ROOMS OR PORTIONS THEREOF, WHICH DOES NOT COMPLY WITH THE FOLLOWING REQUIREMENTS.

A. EMERGENCY ACTION. WHENEVER IN THE JUDGMENT OF THE CODE ENFORCEMENT OFFICER AN EMERGENCY EXISTS WHICH REQUIRES IMMEDIATE ACTION TO PROTECT THE PUBLIC HEALTH, SAFETY OR WELFARE, AN ORDER MAY BE ISSUED, DIRECTING THE OWNER, OCCUPANT, OPERATOR OR AGENT TO TAKE SUCH ACTION AS IS APPROPRIATE TO CORRECT OR ABATE THE EMERGENCY.

B. VACATING RENTAL DWELLINGS AND PREMISES. WHEN IN THE OPINION OF THE CODE ENFORCEMENT OFFICER, THERE IS A CLEAR AND PRESENT DANGER TO THE HEALTH OR SAFETY OF THE OCCUPANTS, THE CODE ENFORCEMENT OFFICER IS AUTHORIZED AND EMPOWERED TO ORDER AND REQUIRE THE OCCUPANTS TO VACATE THE SAME FORTHWITH. THEY SHALL CAUSE TO BE POSTED AT EACH ENTRANCE TO SUCH BUILDING A NOTICE READING AS FOLLOWS: "THIS BUILDING IS UNSAFE AND ITS USE OR OCCUPANCY HAS BEEN PROHIBITED BY THE TOWN ADMINISTRATOR", AND IT SHALL BE UNLAWFUL FOR ANY PERSON TO ENTER SUCH BUILDING STRUCTURE EXCEPT FOR THE PURPOSE OF MAKING THE REQUIRED REPAIRS OR OF DEMOLISHING THE SAME.

C. TEMPORARY SAFEGUARDS. WHEN, IN THE OPINION OF THE CODE ENFORCEMENT OFFICER, THERE EXISTS GROSSLY UNSANITARY CONDITIONS OR AN IMMEDIATE DANGER OF COLLAPSE OR FAILURE OF A RENTAL DWELLING, PREMISES OR ANY PART THEREOF WHICH WOULD ENDANGER LIFE, HE/SHE SHALL CAUSE THE NECESSARY WORK TO BE DONE TO RENDER SUCH BUILDING OR STRUCTURE OR PART THEREOF TEMPORARILY SAFE, WHETHER OR NOT THE LEGAL PROCEDURE HEREIN DESCRIBED HAS BEEN INITIATED.

D. CLOSING STREETS. WHEN NECESSARY FOR THE PUBLIC SAFETY, THE TOWN ADMINISTRATOR MAY TEMPORARILY CLOSE SIDEWALKS, STREETS, BUILDINGS, AND PROHIBIT THE SAME FROM BEING USED.

E. EMERGENCY REPAIRS. FOR THE PURPOSE OF THIS SECTION, THE TOWN ADMINISTRATOR SHALL EMPLOY THE NECESSARY LABOR AND

MATERIALS TO PERFORM THE REQUIRED WORK AS EXPEDITIOUSLY AS POSSIBLE.

F. COST OF EMERGENCY REPAIRS. IN ADDITION TO ANY OTHER REMEDY, COSTS INCURRED IN THE PERFORMANCE OF EMERGENCY WORK SHALL BE LIEN ON THE PROPERTY AND COLLECTED IN THE SAME MANNER AS DELINQUENT TAXES.

§ 49-8 TRANSFER OF OWNERSHIP.

IT SHALL BE UNLAWFUL FOR THE OWNER OF ANY RENTAL DWELLING, DWELLING UNIT OR ROOMING UNIT, STRUCTURE OR PREMISES WHO HAS RECEIVED A COMPLIANCE ORDER OR UPON WHOM A NOTICE OF VIOLATION UNDER THIS CODE HAS BEEN SERVED TO SELL, TRANSFER, MORTGAGE, LEASE TO ANOTHER OR OTHERWISE DISPOSE OF, SAID DWELLING OR ROOMING UNITS, STRUCTURE OR PREMISES TO ANOTHER UNTIL THE PROVISIONS OF THE COMPLIANCE ORDER OR NOTICE OF VIOLATION HAVE BEEN COMPLIED WITH, OR UNTIL SUCH OWNER SHALL FIRST FURNISH THE GRANTEE, TRANSFEREE, MORTGAGEE OR LESSEE A TRUE COPY OF ANY COMPLIANCE ORDER OR NOTICE OF VIOLATION ISSUED BY THE CODE ENFORCEMENT OFFICER AND SHALL FURNISH TO THE CODE ENFORCEMENT OFFICER A SIGNED AND NOTARIZED STATEMENT FROM THE GRANTEE, TRANSFEREE, MORTGAGEE OR LESSEE, ACKNOWLEDGING THE RECEIPT OF SUCH COMPLIANCE ORDER OR NOTICE OF VIOLATION AND FULLY ACCEPTING THE RESPONSIBILITY WITHOUT CONDITION FOR MAKING THE TIMELY CORRECTIONS OR REPAIRS REQUIRED BY SUCH COMPLIANCE ORDER OR NOTICE OF VIOLATION.

§ 49-9 VIOLATIONS.

A VIOLATION OF § 49-11C SHALL CONSTITUTE A PUBLIC NUISANCE, AND SHALL BE SUBJECT TO THE PROCEDURES AND REMEDIES SET OUT IN §91-11 OF THIS CODE. THE FOLLOWING PROVISIONS APPLY TO OTHER VIOLATIONS OF THIS CHAPTER.

A. NOTICE. WHENEVER THE CODE ENFORCEMENT OFFICER DETERMINES THAT THERE HAS BEEN OR IS A VIOLATION OF THE PROVISIONS OF THIS CODE, THEY SHALL GIVE NOTICE TO THE OWNER. SUCH NOTICE SHALL:

- (1) BE IN WRITING;
- (2) INCLUDE A DESCRIPTION OF THE REAL ESTATE SUFFICIENT FOR IDENTIFICATION;
- (3) INCLUDE A STATEMENT OF THE REASON OR REASONS WHY IT IS BEING ISSUED; AND
- (4) STATE THE TIME TO CORRECT THE CONDITIONS.

B. SERVICE OF NOTICE. THAT A DWELLING, PREMISES, OR EQUIPMENT IS IN VIOLATION SHALL BE AS FOLLOWS:

- (1) BY DELIVERY TO THE OWNER PERSONALLY OR TO THEIR AGENT; OR

(2) BY CERTIFIED MAIL ADDRESSED TO THE OWNER AT THE ADDRESS PROVIDED TO THE TOWN BY THE OWNER AS REQUIRED BY THIS CHAPTER WITH POSTAGE PREPAID THEREON WITH RETURN RECEIPT REQUESTED, OR IF SAID LETTER IS RETURNED WITH RECEIPT SHOWING NON-DELIVERY, THEN

(3) BY POSTING A COPY OF THE NOTICE IN A CONSPICUOUS PLACE ON THE PREMISES AFFECTED BY SUCH NOTICE.

C. PENALTY FOR VIOLATIONS. FAILURE TO COMPLY WITH A NOTICE OF VIOLATION OF THE PROVISIONS OF § 49-1 ET SEQ. OF THIS CHAPTER WITHIN THE TIME PERIOD PROVIDED SHALL CONSTITUTE A MUNICIPAL INFRACTION. EVERY PERSON, FIRM OR CORPORATION WHO SHALL BE ISSUED SUCH A MUNICIPAL INFRACTION SHALL BE SUBJECT TO A FINE OF NOT MORE THAN \$500. EVERY DAY THAT A VIOLATION CONTINUES AFTER DUE NOTICE HAS BEEN SERVED IN ACCORDANCE WITH THE TERMS AND PROVISIONS HEREOF SHALL BE DEEMED A SEPARATE OFFENSE. THE CODE ENFORCEMENT OFFICER IS AUTHORIZED TO ISSUE MUNICIPAL INFRACTION CITATIONS FOR VIOLATIONS OF THIS ARTICLE.

§ 49-10 RIGHT TO APPEAL.

ANY PERSON AFFECTED BY ANY NOTICE WHICH HAS BEEN ISSUED IN CONNECTION WITH THE ENFORCEMENT OF ANY PROVISION OF THIS ARTICLE, OR OF ANY RULE OR REGULATION ADOPTED PURSUANT THERETO, MAY REQUEST AND SHALL BE GRANTED A HEARING ON THE MATTER BEFORE THE TOWN COUNCIL OR ITS DESIGNATED COMMITTEE.

§ 49-11 MAINTENANCE OF EXTERIOR PROPERTY AREAS.

NO PERSON SHALL RENT OR LEASE TO ANOTHER FOR OCCUPANCY ANY PREMISES INCLUDING ANY DWELLING OR ROOM OR PORTIONS THEREOF, WHICH DOES NOT COMPLY WITH THE FOLLOWING REQUIREMENTS:

A. ALL EXTERIOR PROPERTY AREAS SHALL BE MAINTAINED IN A CLEAN, SAFE AND SANITARY CONDITION FREE FROM ANY ACCUMULATION OF RUBBISH, WASTE OR GARBAGE, OR OTHER OFFENSIVE OR DIRTY MATERIAL.

B. ALL PREMISES SHALL BE GRADED AND MAINTAINED SO AS TO PREVENT THE ACCUMULATION OF STAGNANT WATER THEREON, OR WITHIN ANY BUILDING OR STRUCTURE LOCATED THEREON.

C. ALL EXTERIOR PROPERTY AREAS SHALL BE PROPERLY MAINTAINED AND NO WEEDS, BRIARS, BRUSH AND GRASS MORE THAN ONE-FOOT TALL (OTHER THAN GARDEN AND YARD PLANTING PROPERLY MAINTAINED BY THE OWNER OR OCCUPANT) SHALL BE ALLOWED TO ACCUMULATE OR GROW ON ANY PRIVATE PROPERTY ADJOINING ANY OF THE STREETS,

ALLEYS OR LANES AND WITHIN 200 FEET THEREOF IN THE TOWN OF BLADENSBURG.

D. THE STORAGE OF WOOD AND OTHER MATERIALS NOT PROSCRIBED BY THIS ARTICLE SHALL BE ACCOMPLISHED IN A MANNER DESIGNED TO AVOID RODENTS, TERMITES AND OTHER INSECT INFESTATION. WOOD SHALL BE STORED AT LEAST 18 INCHES ABOVE THE GROUND.

E. ALL EXTERIOR PROPERTY AREAS SHALL BE KEPT FREE FROM INFESTATION BY RODENTS, VERMIN, INSECTS AND OTHER PESTS WHERE RODENTS, VERMIN, INSECTS AND OTHER PESTS ARE FOUND, THE SHALL BE PROMPTLY EXTERMINATED BY THE OWNER BY ACCEPTABLE PROCESSES WHICH WILL NOT BE INJURIOUS TO THE HEALTH OF HUMANS OR OTHER ANIMALS. AFTER EXTERMINATION, PROPER PRECAUTIONS SHALL BE TAKEN BY THE OWNER AND OCCUPANT TO PREVENT REINFESTATION.

F. EXTERIOR PROPERTY AREAS SHALL NOT BE UTILIZED FOR ANY PERIOD OF TIME FOR THE OPEN STORAGE OF BUILDING RUBBISH OR REFUSE, CONSTRUCTION MATERIALS OR EQUIPMENT, BATHROOM OR KITCHEN FIXTURES, GLASS, FURNITURE, APPLIANCES, AUTOMOTIVE PARTS, OR SIMILAR ITEMS OR MATERIALS, IRRESPECTIVE OF AGE OR CONDITION.

G. EXTERIOR STEPS AND WALKWAYS SHALL BE MAINTAINED FREE OF UNSAFE OBSTRUCTIONS OR HAZARDOUS CONDITIONS.

H. EVERY OCCUPANT OF A STRUCTURE OR PART THEREOF SHALL STORE AND DISPOSE OF ALL RUBBISH IN A CLEAN AND SANITARY MANNER BY PLACING IT IN APPROPRIATE RUBBISH CONTAINERS.

I. EVERY OCCUPANT OF A STRUCTURE OR PART THEREOF SHALL STORE AND DISPOSE OF GARBAGE OR OTHER ORGANIC WASTE IN A CLEAN AND SANITARY MANNER BY PLACING IT IN APPROPRIATE GARBAGE DISPOSAL FACILITIES OR GARBAGE STORAGE CONTAINERS.

J. IT SHALL BE THE RESPONSIBILITY OF ANY PROPERTY OWNER, RENTER, LESSEE, OR OTHER OCCUPANT, WHO SHALL POSSESS ANIMALS ON THE SAME PREMISES TO KEEP SAID ANIMALS IN A REASONABLY SANITARY CONDITION.

K. CONTINUING OR REPEATED INCIDENTS OF RODENT INFESTATION AS DETERMINED BY THE HOUSING CODE OFFICER SHALL REQUIRE THE INSTALLATION OF RODENT- AND VERMIN-PROOF WALLS. THE RODENT- AND VERMIN-PROOF WALLS SHALL BE INSTALLED IN ACCORDANCE WITH THE BUILDING CODE.

L. ALL TREES AND SHRUBBERY LOCATED ON EXTERIOR PROPERTY AREAS SHALL BE MAINTAINED IN SUCH A WAY SO AS NOT TO POSE A DANGER TO ADJOINING PROPERTY.

§ 49-12 MAINTENANCE OF EXTERIOR STRUCTURE.

NO PERSON SHALL RENT OR LEASE TO ANOTHER FOR OCCUPANCY ANY PREMISES INCLUDING ANY DWELLING OR ROOMS OR PORTIONS THEREOF, WHICH DOES NOT COMPLY WITH THE FOLLOWING REQUIREMENTS.

A. THE EXTERIOR OF A STRUCTURE SHALL BE MAINTAINED IN GOOD REPAIR, STRUCTURALLY SOUND AND SANITARY SO AS NOT TO POSE A THREAT TO THE HEALTH, SAFETY OR WELFARE OF THE OCCUPANTS AND SO AS TO PROTECT THE OCCUPANTS FROM THE ADVERSE EFFECTS OF THE ENVIRONMENT.

B. ALL SUPPORTING STRUCTURAL MEMBERS OF ALL STRUCTURES SHALL BE KEPT STRUCTURALLY SOUND, FREE OF DETERIORATION AND MAINTAINED CAPABLE OF SAFELY BEARING THE DEAD AND LIVE LOADS IMPOSED UPON THEM.

C. EVERY FOUNDATION, EXTERIOR WALL, ROOF, AND ALL OTHER EXTERIOR SURFACES SHALL BE MAINTAINED IN A WORKMANLIKE STATE OF MAINTENANCE AND REPAIR AND SHALL BE KEPT IN SUCH CONDITION AS TO EXCLUDE RODENTS.

D. ALL FOUNDATION WALLS SHALL BE MAINTAINED SO AS TO CARRY THE SAFE DESIGN AND OPERATING DEAD AND LIVE LOADS AND SHALL BE MAINTAINED FREE FROM OPEN CRACKS AND BREAKS, SO AS NOT TO BE DETRIMENTAL TO PUBLIC SAFETY AND WELFARE.

E. EVERY EXTERIOR WALL SHALL BE FREE OF HOLES, BREAKS, LOOSE OR ROTTING BOARDS OR TIMBERS, AND ANY OTHER CONDITIONS WHICH MIGHT ADMIT RAIN OR DAMPNESS TO THE INTERIOR PORTIONS OF THE WALLS OR TO THE OCCUPIED SPACES OF THE BUILDING. ALL EXTERIOR SURFACE MATERIALS, INCLUDING WOOD, COMPOSITION, OR METAL SIDING, SHALL BE MAINTAINED WEATHERPROOF AND SHALL BE PROPERLY SURFACE COATED WHEN REQUIRED TO PREVENT DETERIORATION.

F. THE ROOF SHALL BE STRUCTURALLY SOUND, TIGHT, AND NOT HAVE DEFECTS WHICH MIGHT ADMIT RAIN. ROOF DRAINAGE SHALL BE ADEQUATE TO PREVENT RAIN WATER FROM CAUSING DAMPNESS OR DETERIORATION IN THE WALLS OR INTERIOR PORTION OF THE BUILDING. ROOF WATER SHALL NOT BE DISCHARGED IN A MANNER THAT CREATES A NUISANCE TO OWNERS OR OCCUPANTS OF ADJACENT PREMISES, OR THAT CREATES A PUBLIC NUISANCE.

G. ALL CORNICES, ENTABLATURE, BELT COURSES, CORBELS, TERRA COTTA TRIM, WALL FACINGS, AND SIMILAR DECORATIVE FEATURES SHALL BE MAINTAINED IN GOOD REPAIR WITH PROPER ANCHORAGE AND IN A SAFE CONDITION.

H. ALL CANOPIES, MARQUEES, SIGNS, METAL AWNINGS, STAIRWAYS, FIRE ESCAPES, STANDPIPE, EXHAUST DUCTS AND SIMILAR OVERHANG EXTENSIONS SHALL BE MAINTAINED IN GOOD REPAIR AND BE PROPERLY ANCHORED SO AS TO BE KEPT IN A SAFE AND SOUND CONDITION. THEY SHALL BE PROTECTED FROM THE ELEMENTS AND AGAINST DECAY AND

RUST BY THE PERIODIC APPLICATION OF A WEATHER-COATING MATERIAL SUCH AS PAINT OR OTHER PROTECTIVE TREATMENT.

I. ALL CHIMNEYS, COOLING TOWERS, SMOKE STACKS, AND SIMILAR APPURTENANCES SHALL BE MAINTAINED STRUCTURALLY SAFE, SOUND, AND IN GOOD REPAIR. ALL EXPOSED SURFACES OF METAL OR WOOD SHALL BE PROTECTED FROM THE ELEMENTS AND AGAINST DECAY OR RUST BY PERIODIC APPLICATION OF WEATHER-COATING MATERIALS SUCH AS PAINT OR SIMILAR SURFACE TREATMENT.

J. EVERY STAIR, PORCH, FIRE ESCAPE, BALCONY, AND ALL APPURTENANCES ATTACHED THERETO SHALL BE SO CONSTRUCTED AS TO BE SAFE TO USE AND CAPABLE OF SUPPORTING THE ANTICIPATED LOADS AND SHALL BE MAINTAINED IN SOUND CONDITION AND GOOD REPAIR. EVERY STAIR, PORCH AND FIRE ESCAPE SHALL BE MAINTAINED FREE OF HAZARDOUS CONDITIONS SUCH AS SNOW, ICE, MUD AND OTHER DEBRIS. EVERY FLIGHT OF STAIRS WHICH IS MORE THAN FOUR RISERS HIGH SHALL HAVE A HANDRAIL ON AT LEAST ONE SIDE OF THE STAIR, AND EVERY OPEN PORTION OF A STAIR, FIRE ESCAPE, PORCH, LANDING OR BALCONY WHICH IS MORE THAN 30 INCHES ABOVE THE GRADE BELOW SHALL HAVE GUARD RAILS. EVERY HANDRAIL AND GUARD RAIL SHALL BE FIRMLY FASTENED AND CAPABLE OF BEARING NORMALLY IMPOSED LOADS AND SHALL BE MAINTAINED IN GOOD CONDITION.

K. EVERY WINDOW, DOOR AND FRAME SHALL BE CONSTRUCTED AND MAINTAINED IN SUCH RELATION TO THE ADJACENT WALL CONSTRUCTION SO AS TO EXCLUDE RAIN AND RODENTS AS COMPLETELY AS POSSIBLE, AND TO SUBSTANTIALLY EXCLUDE WIND FROM ENTERING THE DWELLING OR STRUCTURE.

L. EVERY WINDOW AND EXTERIOR DOOR SHALL BE FITTED REASONABLY IN ITS FRAME AND BE WEATHER TIGHT. WEATHER-STRIPPING SHALL BE USED TO EXCLUDE WIND OR RAIN FROM ENTERING THE DWELLING OR STRUCTURE AND SHALL BE KEPT IN SOUND CONDITION AND GOOD REPAIR.

M. EVERY REQUIRED WINDOW SASH SHALL BE FULLY SUPPLIED WITH APPROVED GLAZING MATERIALS WHICH ARE WITHOUT OPEN CRACKS AND HOLES.

N. EVERY WINDOW, OTHER THAN A FIXED WINDOW, SHALL BE CAPABLE OF BEING EASILY OPENED AND SHALL BE HELD IN POSITION BY WINDOW HARDWARE.

O. DURING THE PERIOD FROM APRIL 1 TO DECEMBER 1, EVERY DOOR AND WINDOW OR OTHER OUTSIDE OPENING USED FOR VENTILATION PURPOSES SHALL BE SUPPLIED WITH APPROVED TIGHT FITTING SCREENS OF NOT LESS THAN 16 MESH PER INCH MATERIAL, IN GOOD WORKING CONDITION. EVERY HINGED SCREEN DOOR SHALL HAVE A SELF-CLOSING DEVICE IN GOOD WORKING ORDER. SCREEN DOORS SHALL NOT BE REQUIRED FOR OUT SWINGING DOORS OR OTHER TYPES OF OPENINGS

WHICH MAKE SCREENING IMPRACTICAL, PROVIDED OTHER APPROVED MEANS ARE EMPLOYED, AND FOR UNITS ABOVE THE 4TH FLOOR.

P. EVERY EXTERIOR DOOR AND ITS HARDWARE SHALL BE MAINTAINED IN GOOD CONDITION. DOOR LOCKS TO PROVIDE SECURITY AGAINST UNAUTHORIZED ENTRY SHALL BE REQUIRED ON ALL DOORS ENTERING DWELLING UNITS AND SHALL BE IN GOOD REPAIR AND CAPABLE OF TIGHTLY SECURING THE DOOR. ALL LOCKS MUST BE EASILY OPENED AND CLOSED WITHOUT THE USE OF A KEY FROM THE INTERIOR.

§ 149-13 INTERNAL STRUCTURE.

NO PERSON SHALL RENT OR LEASE TO ANOTHER FOR OCCUPANCY ANY NON-OWNER OCCUPIED PREMISES, OR ANY PREMISES WHICH IS OCCUPIED BY THE OWNER AND RENTED TO MORE THAN ONE OTHER PERSON, INCLUDING ANY DWELLING AND ROOMING UNITS OR PORTIONS THEREOF, WHICH DOES NOT COMPLY WITH THE FOLLOWING REQUIREMENTS.

A. THE INTERIOR OF A STRUCTURE AND ITS EQUIPMENT SHALL BE MAINTAINED IN GOOD REPAIR, STRUCTURALLY SOUND AND IN A SANITARY CONDITION SO AS NOT TO POSE A THREAT TO THE HEALTH, SAFETY OR WELFARE OF THE OCCUPANTS OR VISITORS, AND TO PROTECT THE OCCUPANTS FROM THE ENVIRONMENT.

B. THE SUPPORTING STRUCTURAL MEMBERS OF EVERY BUILDING SHALL BE MAINTAINED STRUCTURALLY SOUND, NOT SHOWING ANY EVIDENCE OF DETERIORATION WHICH WOULD RENDER THEM INCAPABLE OF CARRYING THE IMPOSED LOADS.

C. FLOORS, WALLS (INCLUDING WINDOWS AND DOORS), CEILINGS, AND OTHER INTERIOR SURFACES SHALL BE MAINTAINED IN GOOD, CLEAN, SANITARY AND STRUCTURALLY SOUND CONDITION, FREE OF HOLES, CRACKS, LOOSE PLASTER OR WALL PAPER, AND FLAKING OR SCALING PAINT, AND SHALL BE SUBSTANTIALLY INSECT AND RODENT PROOF. PAINT APPLIED TO THE INTERIOR SURFACES SHALL BE LEAD FREE.

D. EVERY TOILET, BATHROOM AND KITCHEN FLOOR SURFACE SHALL BE CONSTRUCTED AND MAINTAINED SO AS TO BE SUBSTANTIALLY IMPERVIOUS TO WATER AND SO AS TO PERMIT SUCH FLOOR TO BE EASILY KEPT IN A CLEAN AND SANITARY CONDITION.

E. IN EVERY BUILDING, BASEMENTS AND CRAWL SPACES SHALL BE MAINTAINED REASONABLY FREE FROM DAMPNESS TO PREVENT CONDITIONS CONDUCIVE TO DECAY OR DETERIORATION OF THE STRUCTURE.

F. THE INTERIOR OF EVERY STRUCTURE SHALL BE MAINTAINED IN A CLEAN AND SANITARY CONDITION FREE FROM ANY ACCUMULATION OF RUBBISH, REFUSE OR GARBAGE. RUBBISH, GARBAGE, AND OTHER REFUSE SHALL BE PROPERLY KEPT INSIDE TEMPORARY STORAGE FACILITIES AS REQUIRED BY THIS CHAPTER.

G. GARBAGE OR REFUSE SHALL NOT BE ALLOWED TO ACCUMULATE OR BE STORED IN PUBLIC HALLS OR STAIRWAYS.

H. INSECT AND RODENT HARBORAGE. ALL STRUCTURES SHALL BE KEPT FREE FROM INSECT AND RODENT INFESTATION, AND WHERE INSECTS OR RODENTS ARE FOUND, THEY SHALL BE PROMPTLY EXTERMINATED BY APPROVED PROCESSES WHICH WILL NOT BE INJURIOUS TO HUMAN HEALTH. AFTER EXTERMINATION, PROPER PRECAUTIONS SHALL BE TAKEN TO PREVENT RE-INFESTATION.

I. EVERY DOOR AVAILABLE AS AN EXIT SHALL BE CAPABLE OF BEING OPENED EASILY FROM THE INSIDE WITHOUT THE USE OF A KEY.

J. ALL INTERIOR STAIRS AND RAILINGS AND OTHER EXIT FACILITIES OF EVERY STRUCTURE SHALL BE MAINTAINED IN SOUND CONDITION AND GOOD REPAIR. EVERY INSIDE STAIR SHALL BE SO CONSTRUCTED AND MAINTAINED AS TO BE SAFE TO USE AND CAPABLE OF SUPPORTING THE ANTICIPATED LOADS.

K. EVERY FLIGHT OF STAIRS WHICH IS MORE THAN FOUR RISERS HIGH SHALL HAVE A HANDRAIL ON AT LEAST ONE SIDE OF THE STAIR, AND EVERY OPEN PORTION OF A STAIR, LANDING OR BALCONY WHICH IS MORE THAN 30 INCHES ABOVE THE FLOOR OR GRADE BELOW SHALL HAVE GUARD RAILS. EVERY HANDRAIL AND GUARD RAIL SHALL BE FIRMLY FASTENED AND CAPABLE OF BEARING NORMALLY IMPOSED LOADS AND SHALL BE MAINTAINED IN GOOD CONDITION.

§ 49-14 RESPONSIBILITIES OF OWNERS AND OCCUPIERS OF NON-OWNER-OCCUPIED RENTAL PROPERTY AND OWNER OCCUPIED RENTAL PROPERTY RENTED TO MORE THAN ONE OTHER PERSON.

ONLY THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR COMPLIANCE WITH THE PROVISIONS OF THE CODE EXCEPT AS PROVIDED HEREIN.

A. EVERY OCCUPANT OF A STRUCTURE OR PART THEREOF SHALL KEEP THAT PART OF THE STRUCTURE OR PREMISES THEREOF, WHICH THAT OCCUPANT OCCUPIES, CONTROLS, OR USES IN A CLEAN AND SANITARY CONDITION. EVERY OWNER OF A DWELLING CONTAINING TWO OR MORE DWELLING OR ROOMING UNITS SHALL MAINTAIN, IN A CLEAN AND SANITARY CONDITION, THE SHARED OR PUBLIC AREAS OF THE DWELLING AND PREMISES THEREOF.

B. THE OCCUPANT OF A STRUCTURE OR PART THEREOF SHALL KEEP THE OWNER-SUPPLIED EQUIPMENT AND FIXTURES THEREIN CLEAN AND SANITARY, AND SHALL BE RESPONSIBLE FOR THE EXERCISE OF REASONABLE CARE IN THEIR PROPER USE AND OPERATION. THE OWNER SHALL MAINTAIN THE EQUIPMENT AND FIXTURES IN GOOD AND PROPER OPERATING CONDITION.

C. THE EQUIPMENT AND FIXTURES FURNISHED BY THE OCCUPANT OF A STRUCTURE SHALL BE PROPERLY INSTALLED, AND SHALL BE MAINTAINED IN GOOD WORKING CONDITIONS, KEPT CLEAN AND SANITARY, AND FREE OF DEFECTS, LEAKS OR OBSTRUCTIONS.

D. THE OWNER OF ANY PREMISES SHALL BE RESPONSIBLE FOR EXTERMINATION WITHIN THE STRUCTURE PRIOR TO RENTING, LEASING OR SELLING THE STRUCTURE.

E. THE TENANT-OCCUPANT OF ANY PREMISES SHALL BE RESPONSIBLE FOR THE CONTINUED RODENT-PROOF CONDITION OF THE STRUCTURE, AND IF THE TENANT-OCCUPANT FAILS TO MAINTAIN THE RODENT-PROOF CONDITION, THE COST OF EXTERMINATION SHALL BE THE RESPONSIBILITY OF THE TENANT-OCCUPANT.

F. THE OCCUPANT OF ANY PREMISES CONTAINING A SINGLE DWELLING UNIT SHALL BE RESPONSIBLE FOR THE EXTERMINATION OF ANY INSECTS, RODENTS OR OTHER PESTS IN THE STRUCTURE OR ON THE PREMISES.

G. EVERY OWNER, AGENT OR OPERATOR OF TWO OR MORE DWELLING UNITS OR ROOMING UNITS SHALL BE RESPONSIBLE FOR THE EXTERMINATION OF ANY INSECTS, RODENTS OR OTHER PESTS IN THE PUBLIC OR SHARED AREAS OF THE STRUCTURE AND PREMISES. WHEN INFESTATION IS CAUSED BY FAILURE OF AN OCCUPANT OF A UNIT OF THE TWO OR MORE DWELLING UNITS OR ROOMING UNITS TO PREVENT SUCH INFESTATION IN THE AREA OCCUPIED, THE OCCUPANT SHALL BE RESPONSIBLE FOR SUCH EXTERMINATION.

H. FOR ANY DWELLING CONTAINING TWO OR MORE DWELLING AND/OR ROOMING UNITS, IT SHALL BE THE RESPONSIBILITY OF THE OWNER TO SUPPLY ADEQUATE RUBBISH CONTAINERS AND GARBAGE DISPOSAL FACILITIES AND STORAGE CONTAINERS. IN ALL OTHER CASES, IT SHALL BE THE RESPONSIBILITY OF THE OCCUPANT TO FURNISH SUCH FACILITIES OR CONTAINERS.

I. EVERY OWNER OF A DWELLING OR DWELLING UNIT SHALL BE RESPONSIBLE FOR HANGING ALL SCREENS AND DOUBLE OR STORM DOORS AND WINDOWS WHENEVER THE SAME ARE REQUIRED UNDER THE PROVISIONS OF THIS ORDINANCE OR OF ANY RULE OR REGULATION ADOPTED PURSUANT THERETO, EXCEPT WHERE THE TENANT HAS AGREED TO SUPPLY SUCH SERVICES.

J. THE TENANT SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF EQUIPMENT AND FIXTURES FURNISHED BY THE TENANT. THE EQUIPMENT AND FIXTURES SHALL BE PROPERLY INSTALLED AND SHALL BE MAINTAINED IN GOOD WORKING CONDITIONS, KEPT CLEAN AND SANITARY, AND FREE OF DEFECTS, LEAKS OR OBSTRUCTIONS.

§ 49-14 RESERVED.

§ 49-15 PLUMBING FACILITIES AND FIXTURE REQUIREMENTS.

NO PERSON SHALL RENT OR LEASE TO ANOTHER FOR OCCUPANCY ANY PREMISES INCLUDING ANY DWELLING OR ROOMS OR PORTIONS THEREOF, WHICH DOES NOT COMPLY WITH THE FOLLOWING REQUIREMENTS.

A. PLUMBING FACILITIES. THE OWNER OF THE STRUCTURE SHALL PROVIDE AND MAINTAIN SUCH PLUMBING FACILITIES AND FIXTURES IN COMPLIANCE WITH THIS SECTION.

(1) EVERY DWELLING AND/OR ROOMING UNIT SHALL INCLUDE ITS OWN PLUMBING FACILITIES WHICH ARE IN PROPER OPERATING CONDITION, CAN BE USED IN PRIVACY, AND ARE ADEQUATE FOR PERSONAL CLEANLINESS AND THE DISPOSAL OF HUMAN WASTE.

(2) EVERY DWELLING UNIT SHALL CONTAIN WITHIN ITS WALLS, AND EVERY ROOM UNIT SHALL HAVE DIRECT ACCESS TO A ROOM SEPARATE FROM HABITABLE SPACES, WHICH AFFORDS PRIVACY AND A WATER CLOSET SUPPLIED WITH COLD RUNNING WATER. A LAVATORY SHALL BE PLACED IN THE SAME ROOM AS THE WATER CLOSET OR LOCATED IN ANOTHER ROOM, IN CLOSE PROXIMITY TO THE DOOR LEADING DIRECTLY INTO THE ROOM IN WHICH SAID WATER CLOSET IS LOCATED. THE LAVATORY SHALL BE SUPPLIED WITH HOT AND COLD RUNNING WATER.

(3) EVERY DWELLING UNIT SHALL CONTAIN AND EVERY ROOM UNIT SHALL BE SUPPLIED WITH A ROOM WHICH AFFORDS PRIVACY TO A PERSON IN SAID ROOM AND WHICH IS EQUIPPED WITH A BATHTUB OR SHOWER SUPPLIED WITH HOT AND COLD RUNNING WATER.

(4) EVERY DWELLING UNIT SHALL CONTAIN AND EVERY ROOMING UNIT SHALL HAVE DIRECT ACCESS TO A KITCHEN SINK APART FROM THE LAVATORY REQUIRED UNDER SUBSECTION A(2), AND SUCH SINK SHALL BE SUPPLIED WITH HOT AND COLD RUNNING WATER.

(5) ALTERNATIVE PLUMBING FACILITIES AND FIXTURES FOR USE IN DWELLING OR ROOMING UNITS OF RENTAL HOUSING MAY BE ALLOWED AS APPROVED ON A CASE-BY-CASE BASIS BY THE TOWN COUNCIL.

(6) TOILET ROOMS AND BATHROOMS SHALL BE DESIGNED AND ARRANGED TO PROVIDE PRIVACY.

(7) TOILET ROOMS AND BATHROOMS SHALL NOT BE USED AS A PASSAGEWAY TO A HALL OR OTHER SPACE. A TOILET ROOM OR BATHROOM IN A DWELLING UNIT SHALL BE ACCESSIBLE FROM ANY SLEEPING ROOM WITHOUT PASSING THROUGH ANOTHER SLEEPING ROOM.

B. PLUMBING FIXTURES.

(1) ALL PLUMBING FIXTURES SHALL BE MAINTAINED IN A SAFE AND USABLE CONDITION. ALL PLUMBING FIXTURES SHALL BE OF APPROVED NONABSORBENT MATERIAL.

(2) WATER SUPPLY LINES, PLUMBING FIXTURES, VENTS AND DRAINS SHALL BE PROPERLY INSTALLED, CONNECTED AND MAINTAINED IN WORKING ORDER AND SHALL BE KEPT FREE FROM OBSTRUCTIONS, LEAKS AND DEFECTS AND CAPABLE OF PERFORMING THE FUNCTION FOR WHICH THEY ARE DESIGNED. ALL REPAIRS AND INSTALLATIONS SHALL BE MADE IN ACCORDANCE WITH THE PROVISIONS OF THE APPLICABLE LAW.

(3) ALL PLUMBING FACILITIES SHALL BE MAINTAINED IN A CLEAN AND SANITARY CONDITION BY THE OCCUPANT SO AS NOT TO BREED INSECTS AND RODENTS OR PRODUCE DANGEROUS OR OFFENSIVE GASES OR ODORS.

(4) PLUMBING FIXTURES SHALL BE INSTALLED TO PERMIT EASY ACCESS FOR CLEANING BOTH THE FIXTURE AND THE AREA ABOUT IT.

C. WATER SYSTEM.

(1) EVERY SINK, LAVATORY, BATHTUB OR SHOWER, DRINKING FOUNTAIN, WATER CLOSET OR OTHER FACILITY SHALL BE PROPERLY CONNECTED TO EITHER A PUBLIC WATER SYSTEM OR TO AN APPROVED PRIVATE WATER SYSTEM. ALL SINKS, LAVATORIES, BATHTUBS AND SHOWERS SHALL BE SUPPLIED WITH HOT AND COLD RUNNING WATER.

(2) THE WATER SUPPLY SHALL BE MAINTAINED FREE FROM CONTAMINATION AND ALL WATER INLETS FOR PLUMBING FIXTURES SHALL BE LOCATED ABOVE THE OVERFLOW RIM OF THE FIXTURE. SHAMPOO BASIN FAUCETS, JANITOR SINK FAUCETS, AND OTHER HOSE BIBS OR FAUCETS TO AN APPROVED ATMOSPHERIC TYPE VACUUM BREAKER OR AN APPROVED PERMANENTLY ATTACHED HOSE CONNECTION VACUUM BREAKER.

(3) THE WATER SUPPLY SYSTEM SHALL BE INSTALLED AND MAINTAINED TO PROVIDE AT ALL TIMES A SUPPLY OF WATER TO PLUMBING FIXTURES, DEVICES, AND APPURTENANCES IN SUFFICIENT VOLUME AND AT PRESSURES ADEQUATE TO ENABLE THEM TO FUNCTION SATISFACTORILY.

(4) WHERE HOT WATER IS PROVIDED, WATER HEATING FACILITIES SHALL BE INSTALLED IN AN APPROVED MANNER, PROPERLY MAINTAINED, AND PROPERLY CONNECTED WITH HOT WATER LINES TO THE FIXTURES REQUIRED TO BE SUPPLIED WITH THE HOT WATER. WATER HEATING FACILITIES SHALL BE CAPABLE OF HEATING WATER TO SUCH A TEMPERATURE AS TO PERMIT AN ADEQUATE AMOUNT OF WATER TO BE DRAWN AT EVERY REQUIRED KITCHEN SINK, LAVATORY BASIN, BATHTUB, SHOWER, AND LAUNDRY FACILITY OR OTHER SIMILAR UNITS, AT A TEMPERATURE OF NOT LESS THAN 110° F.

(5) ALTERNATIVE SYSTEMS MAY BE ALLOWED AS APPROVED ON A CASE-BY-CASE BASIS BY THE TOWN COUNCIL.

D. SEWAGE SYSTEM.

(1) EVERY SINK, LAVATORY, BATHTUB OR SHOWER, DRINKING FOUNTAIN, WATER CLOSET OR OTHER FACILITY SHALL BE PROPERLY CONNECTED TO EITHER A PUBLIC SEWER SYSTEM OR TO AN APPROVED PRIVATE SEWAGE DISPOSAL SYSTEM.

(2) EVERY PLUMBING STACK, WASTE AND SEWER LINE SHALL BE SO INSTALLED AND MAINTAINED AS TO FUNCTION PROPERLY AND SHALL BE KEPT FREE FROM OBSTRUCTIONS, LEAKS AND DEFECTS TO PREVENT STRUCTURAL DETERIORATION OR HEALTH HAZARDS. ALL REPAIRS AND

INSTALLATIONS SHALL BE MADE IN ACCORDANCE WITH THE PROVISIONS OF THE APPLICABLE LOCAL BUILDING CODE OR LOCAL PLUMBING CODE.

§ 13-217 FIRE SAFETY REQUIREMENTS.

NO PERSON SHALL RENT OR LEASE TO ANOTHER FOR OCCUPANCY ANY PREMISES INCLUDING ANY DWELLING OR ROOM OR PORTIONS THEREOF, WHICH DOES NOT COMPLY WITH THE FOLLOWING REQUIREMENTS. EXCEPT AS OTHERWISE PROVIDED, THE OWNER OF THE PREMISES SHALL PROVIDE AND MAINTAIN SUCH FIRE SAFETY FACILITIES AND EQUIPMENT IN COMPLIANCE WITH THESE REQUIREMENTS AND DIVISION 4 OF SUBTITLE 11 OF THE FIRE SAFETY LAW OF PRINCE GEORGE'S COUNTY, MARYLAND, AS AMENDED FROM TIME TO TIME, WITH THE EXCEPTION OF SECTION 11-293, WHICH IS INCORPORATED HEREIN AND ADOPTED BY REFERENCE. THIS SECTION ALSO INCORPORATES BY REFERENCE CHAPTER 24 OF THE NFPA 101 LIFE SAFETY CODE AND IS APPLICABLE TO ONE- AND TWO-FAMILY DWELLINGS AS DEFINED THEREIN. REFERENCES IN THE FIRE PREVENTION CODE OF PRINCE GEORGE'S COUNTY TO THE FIRE CHIEF OR AUTHORIZED REPRESENTATIVE SHALL BE CONSTRUED TO INCLUDE THE TOWN'S CODE ENFORCEMENT OFFICER. INSPECTIONS SHALL BE PERFORMED BY THE TOWN'S CODE ENFORCEMENT OFFICER, AND VIOLATIONS SHALL BE ENFORCED IN ACCORDANCE WITH THE PROVISIONS OF THIS ARTICLE. NOTHING HEREIN SHALL BE CONSTRUED AS PREVENTING COUNTY PERSONNEL FROM PERFORMING INSPECTIONS AND ENFORCING THE COUNTY'S FIRE SAFETY LAWS.

A. MEANS OF EGRESS.

(1) A SAFE, CONTINUOUS AND UNOBSTRUCTED MEANS OF EGRESS SHALL BE PROVIDED FOR EACH DWELLING UNIT AND ROOMING UNIT FROM THE INTERIOR OF THE PREMISES TO THE EXTERIOR AT A STREET, OR TO A YARD, COURT, OR PASSAGEWAY LEADING TO A PUBLIC OPEN AREA AT GRADE.

(2) EVERY DWELLING UNIT AND/OR ROOMING UNIT SHALL HAVE ACCESS DIRECTLY TO THE OUTSIDE OR TO AN EXIT ACCESS CORRIDOR THAT LEADS DIRECTLY TO THE OUTSIDE.

(3) ALL DOORS IN THE REQUIRED MEANS OF EGRESS SHALL BE READILY OPENABLE FROM THE INNER SIDE. EXITS FROM DWELLING UNITS SHALL NOT LEAD THROUGH OTHER SUCH UNITS, OR THROUGH TOILET ROOMS OR BATHROOMS.

(4) ALL REQUIRED AND ALL EXISTING FIRE ESCAPES SHALL BE MAINTAINED IN WORKING CONDITION AND STRUCTURALLY SOUND.

(5) ANY EXIT SIGNS SHALL BE MAINTAINED ILLUMINATED AND VISIBLE.

(6) EVERY SLEEPING ROOM SHALL HAVE AT LEAST ONE OPENABLE WINDOW OR EXTERIOR DOOR APPROVED FOR SECONDARY EMERGENCY EGRESS OR RESCUE. A SINGLE MEANS OF EGRESS MAY BE APPROVED BY

THE TOWN IN CASES OF FIREPROOF CONSTRUCTION AND OTHER APPROVED CIRCUMSTANCES.

B. ACCUMULATIONS AND STORAGE.

(1) WASTE, REFUSE, OR OTHER MATERIALS SHALL NOT BE ALLOWED TO ACCUMULATE IN STAIRWAYS, OR PASSAGEWAYS, DOORS, WINDOWS, FIRE ESCAPES, OR OTHER MEANS OF EGRESS.

(2) HIGHLY FLAMMABLE OR EXPLOSIVE MATTER, SUCH AS PAINTS, VOLATILE OILS AND CLEANING FLUIDS, OR COMBUSTIBLE REFUSE, SUCH AS WASTEPAPER, BOXES AND BAGS, SHALL NOT BE ACCUMULATED OR STORED ON RESIDENTIAL PREMISES EXCEPT IN REASONABLE QUANTITIES CONSISTENT WITH NORMAL USAGE.

(3) A DWELLING UNIT AND/OR ROOMING UNIT SHALL NOT BE LOCATED WITHIN A STRUCTURE CONTAINING AN ESTABLISHMENT HANDLING, DISPENSING OR STORING FLAMMABLE LIQUIDS WITH A FLASH POINT OF 100° F. OR LOWER, EXCEPT AS PROVIDED FOR IN THE APPLICABLE LAW.

C. FIRE RESISTANCE RATINGS.

(1) FLOORS, WALLS, CEILINGS, AND OTHER ELEMENTS AND COMPONENTS REQUIRED TO DEVELOP A FIRE RESISTANCE RATING SHALL BE MAINTAINED SO THAT THE RESPECTIVE FIRE RESISTANCE RATING OF THE ENCLOSURE, SEPARATION, OR CONSTRUCTION IS PRESERVED.

D. FIRE PROTECTION SYSTEMS.

(1) ALL FIRE PROTECTION SYSTEMS AND EQUIPMENT SHALL BE MAINTAINED IN PROPER OPERATING CONDITION AT ALL TIMES.

(2) FIRE ALARMS AND DETECTING SYSTEMS SHALL BE INSTALLED AND MAINTAINED AND BE SUITABLE FOR THEIR RESPECTIVE PURPOSES IN ALL RENTAL PREMISES.

(3) ALL RENTAL RESIDENCES SHALL BE PROVIDED WITH A MINIMUM OF ONE APPROVED SINGLE STATION SMOKE DETECTOR FOR EACH FLOOR OF THE PREMISES. IF THERE IS A SLEEPING AREA LOCATED ON ANY SUCH FLOOR, THE DETECTOR SHALL BE PLACED THEREIN. THE DETECTORS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S REQUIREMENTS. WHEN ACTUATED, THE SMOKE DETECTOR SHALL PROVIDE AN ALARM SUITABLE TO WARN THE OCCUPANTS WITHIN EACH DWELLING AND/OR ROOMING UNIT.

(4) IT IS THE OCCUPANT'S RESPONSIBILITY TO MAINTAIN SMOKE DETECTORS IN GOOD WORKING ORDER, SUCH AS REPLACING BATTERIES.

(5) FIRE SUPPRESSION SYSTEMS IN UNITS SO EQUIPPED SHALL BE MAINTAINED IN GOOD CONDITION, FREE FROM MECHANICAL INJURY. SPRINKLER HEADS SHALL BE MAINTAINED CLEAN, FREE OF CORROSION AND PAINT, AND NOT BENT OR DAMAGED.

(6) HOSE STATIONS IN UNITS SO EQUIPPED SHALL BE IDENTIFIED AND ACCESSIBLE. THE HOSE SHALL BE IN PROPER POSITION, READY FOR OPERATION, DRY, AND FREE OF DETERIORATION.

(7) ALL PORTABLE FIRE EXTINGUISHER'S IN UNITS SO EQUIPPED SHALL BE VISIBLE AND ACCESSIBLE, AND MAINTAINED IN AN EFFICIENT AND SAFE OPERATING CONDITION.

E. FIRE DOORS.

(1) ALL REQUIRED FIRE RESISTANCE RATED DOORS OR SMOKE BARRIERS SHALL BE MAINTAINED IN GOOD WORKING ORDER INCLUDING ALL HARDWARE NECESSARY FOR THE PROPER OPERATION THEREOF. THE USE OF DOOR STOPS, WEDGES AND OTHER UNAPPROVED HOLD-OPEN DEVICES IS PROHIBITED.

§ 49-18LIGHT AND VENTILATION REQUIREMENTS.

NO PERSON SHALL RENT OR LEASE TO ANOTHER FOR OCCUPANCY ANY NON-OWNER OCCUPIED PREMISES, OR ANY PREMISES WHICH IS OCCUPIED BY THE OWNER AND RENTED TO MORE THAN ONE OTHER PERSON, INCLUDING ANY DWELLING AND ROOMING UNITS OR PORTIONS THEREOF, WHICH DOES NOT COMPLY WITH THE FOLLOWING REQUIREMENTS. THE OWNER OF THE STRUCTURE SHALL PROVIDE AND MAINTAIN SUCH LIGHT AND VENTILATION CONDITIONS IN COMPLIANCE WITH THESE REQUIREMENTS.

A. LIGHT.

(1) ALL SPACES OR ROOMS SHALL BE PROVIDED SUFFICIENT LIGHT SO AS NOT TO ENDANGER HEALTH AND SAFETY. EVERY HABITABLE SPACE SHALL HAVE AT LEAST ONE WINDOW FACING DIRECTLY TO THE OUTDOORS OR TO A COURT EXCEPT IN A KITCHEN WHEN ARTIFICIAL LIGHT MAY BE PROVIDED IN ACCORDANCE WITH APPLICABLE LAW. A WINDOW SHALL BE DEEMED NOT TO FACE DIRECTLY OUTDOORS OR ONTO A COURT WHENEVER IT IS OBSTRUCTED BY A STRUCTURE THAT EXTENDS TO THE CEILING LEVEL AND IS LESS THAN THREE FEET FROM THE WINDOW. THE MINIMUM TOTAL WINDOW AREA MEASURED BETWEEN STOPS, SHALL BE 10% OF THE FLOOR AREA OF SUCH ROOM.

(2) EVERY COMMON HALL AND STAIRWAY IN EVERY BUILDING, OTHER THAN ONE AND TWO-FAMILY DWELLINGS, SHALL BE ADEQUATELY LIGHTED AT ALL TIMES WITH AN ILLUMINATION OF AT LEAST A 60-WATT STANDARD INCANDESCENT LIGHT BULB OR EQUIVALENT FOR EACH 200 SQUARE FEET OF FLOOR AREA, PROVIDED THAT THE SPACING BETWEEN SIGHTS SHALL NOT BE GREATER THAN 30 FEET. EVERY EXTERIOR STAIRWAY SHALL BE ILLUMINATED WITH A MINIMUM OF ONE-FOOTCANDLE AT FLOORS, LANDINGS AND TREADS.

(3) ALL OTHER SPACES SHALL BE PROVIDED WITH NATURAL OR ARTIFICIAL LIGHT OF SUFFICIENT INTENSITY AND SO DISTRIBUTED AS TO PERMIT THE MAINTENANCE OF SANITARY CONDITIONS, AND THE SAFE USE OF THE SPACE AND THE APPLIANCES, EQUIPMENT AND FIXTURES.

B. VENTILATION.

(1) ALL SPACES OR ROOMS SHALL BE PROVIDED SUFFICIENT NATURAL OR MECHANICAL VENTILATION SO AS NOT TO ENDANGER HEALTH AND SAFETY. WHERE MECHANICAL VENTILATION IS PROVIDED IN LIEU OF THE NATURAL VENTILATION, SUCH MECHANICAL VENTILATING SYSTEM SHALL BE MAINTAINED IN OPERATION DURING THE OCCUPANCY OF ANY STRUCTURE OR PORTION THEREOF. WHEN PART OF THE AIR PROVIDED BY A MECHANICAL VENTILATION SYSTEMS IS RETICULATED, THE PORTION OR VOLUME OF AIR RETICULATED SHALL NOT BE RETICULATED TO A DIFFERENT RESIDENTIAL SPACE OR OCCUPANCY OF DISSIMILAR USE FROM WHICH IT IS WITHDRAWN. ALL HABITABLE SPACES SHALL HAVE AT LEAST ONE EASILY OPENABLE WINDOW.

(2) EVERY BATHROOM AND WATER CLOSET COMPARTMENT SHALL COMPLY WITH THE LIGHT AND VENTILATION REQUIREMENTS FOR HABITABLE SPACES, EXCEPT THAT A WINDOW SHALL NOT BE REQUIRED IN BATHROOMS OR WATER CLOSET COMPARTMENTS EQUIPPED WITH AND APPROVED MECHANICAL VENTILATION SYSTEM. AIR EXHAUSTED BY A MECHANICAL VENTILATION SYSTEM FROM A BATHROOM OR WATER CLOSET COMPARTMENT MUST BE EXHAUSTED TO THE EXTERIOR AND MAY NOT BE RETICULATED TO ANY SPACE, INCLUDING THE SPACE FROM WHICH IT IS WITHDRAWN.

C. ALTERNATIVE DEVICES. IN PLACE OF THE MEANS FOR NATURAL LIGHT AND VENTILATION HEREIN PRESCRIBE, ALTERNATIVE ARRANGEMENT OF WINDOWS, LOUVERS, OR OTHER METHODS AND DEVICES THAT WILL PROVIDE THE EQUIVALENT MINIMUM PERFORMANCE REQUIREMENTS SHALL BE PERMITTED WITH COMPLYING WITH THE APPLICABLE LAW.

§ 49-19 MECHANICAL AND ELECTRICAL REQUIREMENTS.

NO PERSON SHALL RENT OR LEASE TO ANOTHER FOR OCCUPANCY ANY NON-OWNER OCCUPIED PREMISES, OR ANY PREMISES WHICH IS OCCUPIED BY THE OWNER AND RENTED TO MORE THAN ONE OTHER PERSON, INCLUDING ANY DWELLING AND ROOMING UNITS OR PORTIONS THEREOF, WHICH DOES NOT COMPLY WITH THE FOLLOWING REQUIREMENTS. THE OWNER OF EACH PREMISES SHALL PROVIDE AND MAINTAIN SUCH MECHANICAL AND ELECTRICAL FACILITIES AND EQUIPMENT IN COMPLIANCE WITH THESE REQUIREMENTS.

A. HEATING AND REFRIGERATION FACILITIES.

(1) EVERY OWNER OF ANY STRUCTURE WHO RENTS, LEASES, OR LETS ONE OR MORE DWELLING UNITS OR ROOMING UNITS ON TERMS, EITHER EXPRESS OR IMPLIED, TO FURNISH HEAT TO THE OCCUPANTS THEREOF SHALL SUPPLY SUFFICIENT HEAT DURING THE PERIOD FROM OCTOBER 1 TO MAY 15 TO MAINTAIN A ROOM TEMPERATURE OF NOT LESS THAN 65° F. IN ALL HABITABLE SPACES, BATHROOMS, AND TOILET ROOMS DURING THE HOURS BETWEEN 6:30 A.M. AND 10:30 P.M. OF EACH DAY AND MAINTAIN A TEMPERATURE OF NOT LESS THAN 60° F. DURING OTHER

HOURS. WHEN, HOWEVER, THE EXTERIOR TEMPERATURE FALLS BELOW 0° F. AND THE HEATING SYSTEM IS OPERATING AT ITS FULL CAPACITY, A MINIMUM ROOM TEMPERATURE OF 60° F. SHALL BE MAINTAINED AT ALL TIMES. THE TEMPERATURE SHALL BE MEASURED AT A POINT THREE FEET ABOVE THE FLOOR AND THREE FEET FROM EXTERIOR WALLS.

(2) EVERY RESIDENTIAL PREMISES SHALL CONTAIN AT LEAST ONE COOKING AND BAKING FACILITY FOR THE PURPOSE OF PREPARING FOOD AND AT LEAST ONE REFRIGERATION UNIT ADEQUATE FOR THE TEMPORARY PRESERVATION OF PERISHABLE FOODS. SUCH REFRIGERATION UNIT SHALL BE CAPABLE OF MAINTAINING AN AVERAGE TEMPERATURE OF BELOW 45° F. HOT PLATES, TOASTER OVENS, MICROWAVE OVENS AND OTHER PORTABLE HEATING DEVICES DO NOT CONSTITUTE A COOKING AND BAKING FACILITY FOR PURPOSES OF THIS SECTION.

(3) ALL COOKING AND HEATING EQUIPMENT, COMPONENTS, AND ACCESSORIES IN EVERY HEATING, COOKING, AND WATER HEATING DEVICE SHALL BE MAINTAINED FREE FROM LEAKS AND OBSTRUCTIONS, AND KEPT FUNCTIONING PROPERLY SO AS TO BE FREE FROM FIRE, HEALTH AND ACCIDENT HAZARDS. ALL INSTALLATIONS AND REPAIRS SHALL BE MADE IN ACCORDANCE WITH THE PROVISIONS OF THE LOCAL APPLICABLE BUILDING CODE, OR OTHER LAWS OR ORDINANCES APPLICABLE THERETO. PORTABLE COOKING EQUIPMENT EMPLOYING FLAME IS PROHIBITED, EXCEPT FOR APPROVED RESIDENTIAL TYPE FOOD TRAYS OR SALVERS WHICH ARE HEATED BY A CANDLE OR ALCOHOL LAMP.

(4) ALL MECHANICAL EQUIPMENT SHALL BE PROPERLY INSTALLED AND SAFELY MAINTAINED IN GOOD WORKING CONDITION, AND BE CAPABLE OF PERFORMING THE FUNCTION FOR WHICH IT WAS DESIGNED AND INTENDED.

(5) ALL FUEL-BURNING EQUIPMENT SHALL BE CONNECTED TO AN APPROVED CHIMNEY, FLUE OR VENT PER MANUFACTURER'S INSTRUCTIONS.

(6) ALL REQUIRED CLEARANCES TO COMBUSTIBLE MATERIALS SHALL BE MAINTAINED.

(7) ALL SAFETY CONTROLS FOR FUEL-BURNING EQUIPMENT SHALL BE MAINTAINED IN EFFECTIVE OPERATION.

(8) A SUPPLY OF AIR FOR COMPLETE COMBUSTION OF THE FUEL AND FOR VENTILATION OF THE SPACE SHALL BE PROVIDED THE FUEL-BURNING EQUIPMENT.

(9) DEVICES PURPORTING TO REDUCE GAS CONSUMPTION BY ATTACHMENT TO A GAS APPLIANCE, TO THE GAS SUPPLY LINE THERETO, OR THE VENT OUTLET OR VENT PIPING THEREFROM SHALL NOT BE USED UNLESS LABELED FOR SUCH USE AND THE INSTALLATION IS SPECIFICALLY APPROVED.

(10) FIREPLACES, AND OTHER CONSTRUCTION AND DEVICES INTENDED FOR USE SIMILAR TO A FIREPLACE, SHALL BE STABLE AND STRUCTURALLY SAFE AND CONNECTED TO APPROVED CHIMNEYS.

(11) WHEN FACILITIES FOR INTERIOR CLIMATE CONTROL (HEATING, COOLING, AND/OR HUMIDITY) ARE INTEGRAL FUNCTIONS OF STRUCTURES USED AS DWELLING UNITS OR ROOMING UNITS SUCH FACILITIES SHALL BE MAINTAINED AND OPERATED IN A CONTINUOUS MANNER IN ACCORDANCE WITH THE DESIGNED CAPACITY.

B. ELECTRICAL FACILITIES.

(1) PROVIDED THAT THERE IS ELECTRIC SERVICE AVAILABLE, EVERY PREMISES OR PART THEREOF USED FOR HUMAN OCCUPANCY SHALL BE ADEQUATELY AND SAFELY PROVIDED WITH AN ELECTRICAL SYSTEM IN COMPLIANCE WITH THE REQUIREMENTS OF THIS SECTION. THE PROVISIONS OF THIS SECTION SHALL BE CONSIDERED ABSOLUTE MINIMUM REQUIREMENTS. THE SIZE OF UNIT AND THE USAGE OF APPLIANCES AND EQUIPMENT SHALL BE USED AS A BASIS FOR DETERMINING THE NEED FOR ADDITIONAL FACILITIES IN ACCORDANCE WITH THE ELECTRICAL CODE ADOPTED BY THE LOCAL JURISDICTION.

(2) EVERY HABITABLE SPACE IN A DWELLING UNIT SHALL CONTAIN AT LEAST TWO SEPARATE AND REMOTE RECEPTACLE OUTLETS, ONE OF WHICH MAY BE A CEILING OR WALL TYPE ELECTRIC LIGHT FIXTURE. EVERY LAUNDRY AREA AND BATHROOM SHALL CONTAIN AT LEAST ONE GROUNDED TYPE RECEPTACLE. EVERY BATHROOM SHALL CONTAIN AT LEAST TWO RECEPTACLES AND EVERY KITCHEN SHALL HAVE THREE SEPARATE AND REMOTE OUTLETS, ONE OF WHICH MAY BE A CEILING OR WALL TYPE ELECTRIC LIGHT FIXTURE.

(3) EVERY PUBLIC HALL, INTERIOR STAIRWAY, WATER CLOSET COMPARTMENT, BATHROOM, LAUNDRY ROOM AND FURNACE ROOM SHALL CONTAIN AT LEAST ONE ELECTRIC LIGHTING FIXTURE.

(4) WHEN THE ELECTRICAL SYSTEM REQUIRES MODIFICATION TO CORRECT INADEQUATE SERVICE, THE SERVICE SHALL BE CORRECTED TO A MINIMUM OF 100 AMPERE, THREE WIRE SERVICE.

(5) ALL ELECTRICAL EQUIPMENT, WIRING AND APPLIANCES SHALL BE INSTALLED AND MAINTAINED IN A SAFE MANNER AND IN ACCORDANCE WITH ALL APPLICABLE LAWS. ALL ELECTRICAL EQUIPMENT SHALL BE OF AN APPROVED TYPE.

(6) WHERE IT IS FOUND, IN THE OPINION OF THE CODE ENFORCEMENT , THAT THE ELECTRICAL SYSTEM IN A STRUCTURE CONSTITUTES A HAZARD TO THE OCCUPANTS OR THE STRUCTURE BY REASON OF INADEQUATE SERVICE, IMPROPER FUSING, INSUFFICIENT OUTLETS, IMPROPER WIRING OR INSTALLATION, DETERIORATION OR DAMAGE, OR FOR SIMILAR REASONS, THE CODE OFFICIAL SHALL REQUIRE THE DEFECTS TO BE CORRECTED TO ELIMINATE THE HAZARD.

§ 49-20 ENFORCEMENT AUTHORITY.

A. IT SHALL BE THE DUTY AND RESPONSIBILITY OF THE TOWN TO ENFORCE THE PROVISIONS OF THIS CODE AS HEREIN PROVIDED.

B. THE MAYOR AND COUNCIL MAY WAIVE APPLICABILITY OF PROVISIONS OF THIS CHAPTER TO A UNIT OF RENTAL PROPERTY ON APPLICATION OF THE PROPERTY OWNER IF:

(1) ADEQUATE NOTICE IN A FORM AND MANNER SPECIFIED IN THIS CHAPTER IS AFFORDED ANY TENANT OF THE UNIT;

(2) THE TENANT IS AFFORDED IN OPPORTUNITY TO COMMENT ON THE APPLICATION EITHER IN WRITING OR IN PERSON; AND

(3) THE WAIVER WOULD NOT THREATEN THE HEALTH OR SAFETY OF ANY TENANT.

C. ANY CODE ENFORCEMENT OFFICER, OFFICIAL OR EMPLOYEE WHO ACTS IN GOOD FAITH AND WITHOUT MALICE IN THE DISCHARGE OF DUTIES OF ENFORCEMENT OF THIS CODE IS RELIEVED OF ALL PERSONAL LIABILITY FOR ANY DAMAGE THAT MAY OCCUR TO PERSONS OR PROPERTY AS A RESULT OF SUCH ACTS OR ALLEGED FAILURE TO ACT. FURTHER, THE CODE OFFICIAL SHALL NOT BE HELD LIABLE FOR ANY COSTS IN ANY ACTION, SUIT OR PROCEEDING THAT MAY BE INSTITUTED BY THE CODE OFFICIAL IN THE ENFORCEMENT OF THIS CODE. IN ANY OF THESE ACTIONS, THE OFFICIAL OR EMPLOYEE SHALL BE DEFENDED OR REPRESENTED BY THE JURISDICTION'S ATTORNEY AT LAW UNTIL THE FINAL TERMINATION OF THE PROCEEDINGS.

E. A PERSON MAY NOT BE DISPLACED BY ENFORCEMENT OF THIS CODE UNLESS ALTERNATE HOUSING IS PROVIDED.

§ 49-21 EXISTING STRUCTURES.

ALTERATIONS OR REPAIRS, OTHER THAN INCREASING THE HEIGHT OR AREA OF A STRUCTURE, MAY BE MADE TO ANY STRUCTURE WITHOUT REQUIRING THE EXISTING STRUCTURE TO COMPLY WITH ALL THE REQUIREMENTS OF A CODE FOR NEW CONSTRUCTION PROVIDED SUCH WORK CONFORMS TO THAT REQUIRED BY THIS CODE. ALTERATIONS OR REPAIRS SHALL NOT CAUSE AN EXISTING STRUCTURE TO BECOME UNSAFE OR ADVERSELY AFFECT THE PERFORMANCE OF THE BUILDING.

ALTERATIONS OR REPAIRS TO AN EXISTING STRUCTURE WHICH ARE NONSTRUCTURAL, AND DO NOT ADVERSELY AFFECT ANY STRUCTURAL MEMBER OR ANY PART OF THE STRUCTURE HAVING A REQUIRED FIRE RESISTANCE RATING, MAY BE MADE WITH THE SAME MATERIALS OF WHICH THE STRUCTURE IS CONSTRUCTED.

§ 49-22 INTERPRETATION AND WAIVER.

A. THE DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT SHALL DECIDE QUESTIONS OF INTERPRETATION OF THIS CODE, INCLUDING QUESTIONS RELATING TO UNIFORM, ENFORCEMENT BY

POLITICAL SUBDIVISIONS AND MAY AUTHORIZE ANY WAIVER OR EXEMPTION REQUESTED BY A LOCAL POLITICAL SUBDIVISION.

B. UPON WRITTEN REQUEST OF A LOCAL POLITICAL SUBDIVISION, THE DEPARTMENT MAY WAIVE OR VARY PARTICULAR PROVISIONS OF THIS CODE TO THE EXTENT THAT THE WAIVER IS NOT INCONSISTENT WITH ARTICLE 41 SECTION 257(C), ANNOTATED CODE OF MARYLAND IF:

(1) GEOGRAPHIC DIFFERENCES OR UNIQUE LOCAL CONDITIONS JUSTIFY THE WAIVER;

(2) THE WAIVER WOULD NOT THREATEN THE HEALTH OR SAFETY OF A TENANT; AND

(3) THE APPLICATION OF THE PARTICULAR PROVISION TO THE LOCAL POLITICAL SUBDIVISION WOULD BE INEQUITABLE OR CONTRARY TO THE PURPOSES OF THE ACT.

§ 13-223 LIMITATION UPON NUMBER OF OCCUPANTS.

NOT WITHSTANDING ANY OTHER PROVISION OF THIS ARTICLE, NO PERSON SHALL RENT OR LEASE ANY PREMISES OR DWELLING UNIT TO MORE THAN FIVE UNRELATED PERSONS, INCLUDING ANY OWNER-OCCUPIER, AND NO SUCH RENTED PREMISES SHALL BE OCCUPIED BY MORE THAN FIVE UNRELATED PERSONS, INCLUDING ANY OWNER-OCCUPIER.

§ 49-23 VALIDITY.

A. IF ANY SECTION, SUBSECTION, PARAGRAPH, SENTENCE, CLAUSE OR PHRASE OF THIS CODE SHALL BE DECLARED INVALID FOR ANY REASON WHATSOEVER, SUCH DECISION SHALL NOT AFFECT THE REMAINING PORTIONS OF THIS CODE WHICH SHALL CONTINUE IN FULL FORCE AND EFFECT, AND TO THIS END THE PROVISIONS OF THIS CODE ARE HEREBY DECLARED TO BE SEVERABLE.

B. THIS CODE SHALL NOT AFFECT VIOLATIONS OF ANY OTHER ORDINANCE, CODE OR REGULATION EXISTING PRIOR TO THE EFFECTIVE DATE HEREOF, AND ANY SUCH VIOLATION SHALL BE GOVERNED AND SHALL CONTINUE TO BE PUNISHABLE TO THE FULL EXTENT OF THE LAW UNDER THE PROVISIONS OF THOSE ORDINANCES, CODES OR REGULATIONS IN EFFECT AT THE TIME THE VIOLATIONS WAS COMMITTED.

§ 13-225 RULES AND REGULATIONS.

THE COUNCIL SHALL PASS SUCH RULES AND REGULATIONS AS ARE CONSISTENT WITH THE PURPOSE INTENT AND ENFORCEMENT OF THIS ARTICLE.

Section 4. AND BE IT FURTHER ORDAINED that this Ordinance shall take effect twenty (20) days from the date of its adoption.

Section 5. **AND BE IT FURTHER ORDAINED** that if any provision of this Ordinance or the application thereof to any person or circumstance is held invalid for any reason, such invalidity shall not affect the other provisions or any other applications of the Ordinance which can be given effect without the invalid provision or applications, and to this end, all the provisions of this Ordinance are hereby declared to be severable.

INTRODUCED by the Mayor and Town Council of the Town Bladensburg, at a regular meeting on **April 14, 2025** and thereafter this Ordinance was prominently posted in the Town Hall and available for inspection by the public.

ADOPTED by the Mayor and Town Council of the Town of Bladensburg, Maryland, at a regular meeting on _____, 2025.

WITNESS

TOWN OF BLADENSBURG

Regine Watson, Clerk

Takisha D. James, Mayor

First Reading: April 14, 2025

Second Reading: May 12, 2025



Agenda Item Summary Report

Meeting Date:
April 14, 2025

Submitted by:
Michelle Bailey Hedgepeth, Town Administrator
Tyrone Collington, Police Department

Item Title: ORDINANCE 13-2025 | AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE TOWN OF BLADENSBURG TO AMEND CHAPTER 112, "VEHICLES AND TRAFFIC". BY ADOPTING §112-14, "STOP SIGN MONITORING SYSTEMS IN SCHOOL ZONES" TO AUTHORIZE USE OF STOP SIGN MONITORING CAMERAS IN SCHOOL ZONES.

Work Session Item [X]
Council Meeting Item [X]

Documentation Attached:
Emergency Ordinance 12-2025
List of Stop Sign Locations

Recommended Action:

Staff recommends the approval of Emergency Ordinance 13-2025, amends Chapter 112 of the Town Code by adding §112-14, which officially permits the Town, through the Bladensburg Police Department, to operate stop sign cameras in school zones, as authorized by Maryland law (§21-707.1 of the Transportation Article).

Summary: This ordinance amends Chapter 112 of the Town Code by adding **§112-14**, which officially permits the Town, through the Bladensburg Police Department, to operate stop sign cameras in school zones, as authorized by Maryland law (§21-707.1 of the Transportation Article). The system aims to enforce compliance with stop signs and reduce traffic violations in high-risk areas.

Key elements of the ordinance include:

- Authorization for the Town to implement stop sign cameras in school zones, pending **site approval by the Prince George's County Council**.
- A requirement for **public notice** before the system becomes active, to be posted on the Town's website and in a local newspaper.
- Empowerment of the Town Council to designate specific stop sign enforcement locations by resolution.

This public safety measure reflects the Town's commitment to protecting pedestrians and encouraging safer driving behavior, especially around schools. As the process moves forward, updates on camera installation timelines and enforcement locations will be provided.

If you have any questions regarding this matter, the Town Administrator or the Police Chief can answer them.

Budgeted Item: Yes [] No [X]
Budgeted Amount: \$
One-Time Cost: NA
Ongoing Cost:

Continued Date:

Council Priority: Yes [] No []

Approved Date:

Stop Sign Camera Locations for Rotational Enforcement

The following list identifies locations proposed for the implementation of stop sign cameras. These cameras will be deployed on a rotating basis, as needed, and will be moved to other locations within the list as necessary

- Newton St / 52nd Ave
- 48th St / Quincy St
- Quincy St West / 52nd Ave
- Quincy St East / 52nd Ave
- 51st St / Tilden Rd
- Tilden Rd / 53rd Pl
- 53rd Pl / Tilden Rd
- Tilden Rd West / 54th St
- Tilden Rd East / 54th St
- 54th St North / Tilden Rd
- 54th St South / Tilden Rd
- 54th Pl / Spring Rd
- 54th Pl North / Tilden Rd
- 54th Pl South / Tilden Rd
- Tilden Rd East / 54th Pl
- Tilden Rd West / 54th Pl
- 55th Ave / 56th Ave
- 56th Ave / 55th Ave
- 55th Ave North / Tilden Rd
- 55th Ave South / Tilden Rd
- Tilden Rd West / 55th Ave
- Tilden Rd East / 55th Ave

- 56th Ave North / Tilden Rd
- 56th Ave South / Tilden Rd
- Tilden Rd East / 56th Ave
- 56th Ave North/ 56th Pl
- 56th Place South / 56th Ave
- Decatur St West / 56th Ave
- 56th Pl North/ Emerson St
- Emerson St West / 56th Pl
- Emerson St East / 57th Ave
- 57th Ave North / Emerson St (South Side)
- 57th Ave South / Emerson St (South Side)
- Emerson St West / 57th Ave
- 57th Ave North / Emerson St (North Side)
- 57th Ave South / Emerson St (North Side)
- Emerson St East / 58th St
- Emerson St West / 58th St
- 58th St / Emerson St
- 57th Ave North / 58th Ave
- 57th Ave South / 58th Ave

ORDINANCE 13-2025**Code of the Town of Bladensburg****AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE TOWN OF BLADENSBURG TO AMEND CHAPTER 112, “VEHICLES AND TRAFFIC”. BY ADOPTING §112-14, “STOP SIGN MONITORING SYSTEMS IN SCHOOL ZONES” TO AUTHORIZE USE OF STOP SIGN MONITORING CAMERAS IN SCHOOL ZONES.**

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

WHEREAS, §21-707.1 of the Transportation Article, Annotated Code of Maryland, as amended, authorizes the Town to operate a stop sign monitoring system to enforce the stop signs in school zones within the Town at sites approved by the Prince George’s County Council; and

WHEREAS, the Mayor and Council have determined that it is in the public interest that the Town adopt this enforcement mechanism for increased public safety and to request approval from the Prince George’s County Council to install a stop sign monitoring system in school zones at various intersections within the Town’s corporate limits.

Section 1. NOW THEREFORE, BE IT ORDAINED AND ENACTED, by the Mayor and Council of the Town of Bladensburg that Chapter 112, “Vehicles and Traffic”, §112-14, “Stop Sign Monitoring Systems in School Zones”, be and it is hereby enacted to read as follows:

CAPS
[Brackets]
Asterisks * * *
CAPS
[Brackets]

: Indicate matter added to existing law.
: Indicate matter deleted from law.
: Indicate matter remaining unchanged in existing law but not set forth in Ordinance
: Indicate matter added in amendment
: Indicate matter deleted in amendment

§112-14 STOP SIGN MONITORING SYSTEMS IN SCHOOL ZONES

A. THE TOWN, THROUGH THE BLADENSBURG POLICE DEPARTMENT, IS AUTHORIZED TO OPERATE A STOP SIGN MONITORING SYSTEM TO ENFORCE COMPLIANCE WITH STOP SIGNS IN A SCHOOL ZONE IN CONFORMANCE WITH § 21-707.1, TRANSPORTATION ARTICLE, ANNOTATED CODE OF MARYLAND, AS AMENDED, AT LOCATIONS APPROVED BY THE PRINCE GEORGE'S COUNTY COUNCIL.

B. BEFORE ACTIVATING A STOP SIGN MONITORING SYSTEM, NOTICE SHALL BE PUBLISHED ON ITS WEBSITE AND IN A NEWSPAPER OF GENERAL CIRCULATION IN THE TOWN THAT THE TOWN THROUGH THE UNIVERSITY PARK POLICE DEPARTMENT HAS ADOPTED THE USE OF STOP SIGN MONITORING SYSTEM TO ENFORCE STOP SIGNS IN SCHOOL ZONES.

C. THE TOWN COUNCIL IS HEREBY AUTHORIZED TO DESIGNATE SCHOOL STOP SIGN ENFORCEMENT LOCATIONS CONSISTENT WITH THIS SECTION BY RESOLUTION.

Section 2. **AND BE IT FURTHER ORDAINED** that this Ordinance shall take effect twenty (20) days from the date of its adoption.

Section 3. **AND BE IT FURTHER ORDAINED** that if any section, subsection, provision, sentence, clause, phrase or word of this Ordinance is for any reason held to be illegal or otherwise invalid by any court of competent jurisdiction, such invalidity shall be severable, and shall not affect or impair any remaining section, subsection, provision, sentence, clause, phrase or word included within this Ordinance, it being the intent of the

Town that the remainder of the Ordinance shall be and shall remain in full force and effect,
valid and enforceable.

INTRODUCED by the Mayor and Town Council of the Town Bladensburg, at a regular meeting on April _____, 2025 and thereafter this Ordinance was prominently posted in the Town Hall and available for inspection by the public.

ADOPTED by the Mayor and Town Council of the Town of Bladensburg, Maryland, at a regular meeting on May _____, 2025.

WITNESS

TOWN OF BLADENSBURG

Regine Watson, Clerk

Takisha D. James, Mayor

First Reading: April 14, 2025

Second Reading: May 12, 2025



Agenda Item Summary Report

Meeting Date: April 14, 2025	Submitted by: Regine Watson, Town Clerk
Item Title: RESOLUTION 18-2025 A RESOLUTION OF THE TOWN COUNCIL OF BLADENSBURG APPOINTING MEMBERS TO THE BOARD OF SUPERVISORS OF ELECTION FOR A TERM BEGINNING APRIL 14, 2025, AND ENDING FEBRUARY 28, 2027	
Appointments and Updates BOSOE and Appointment Resolution.	
Work Session Item <input checked="" type="checkbox"/> Council Meeting Item <input checked="" type="checkbox"/>	Documentation Attached: BOSOE Recommendation 18-2025 Resolution to Appoint
Recommended Action:	
The Town Clerk recommends appointing additional members to the Boards, if desired	
Summary: BOSOE Appointments for 2025 This presentation outlines the proposed appointments to the Board of Supervisors of Elections (BOSOE). In March and April 2025, the Town Clerk conducted interviews with applicants using the newly implemented interview process and has provided recommendations for each position. BOSOE Appointments: Three additional residents have expressed interest in serving on the BOSOE. Given the importance of the upcoming town election, it is critical to ensure the board is fully staffed to uphold the integrity of the election process. The Town Attorney has confirmed that additional members can be appointed to the BOSOE after March 1, 2025. While the Council has already appointed three members, the Town Clerk recommends adding two new members and one alternate, bringing the total number of members to five. This will ensure adequate oversight and a range of perspectives for the 2025 election. Attached are the recommendations for the two new members and the alternate position for your review and consideration. The Town Clerk is available to provide further details or clarification regarding these recommendations.	
Budgeted Item: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Budgeted Amount: \$ NA One-Time Cost: NA Ongoing Cost:	Continued Date:
Council Priority: Yes <input type="checkbox"/> No <input type="checkbox"/>	Approved Date:



Town of Bladensburg, Maryland
RESOLUTION NO. 18-2025

Date Introduced: April 14, 2025

Date Adopted: April 14, 2025

Date Effective: April 14, 2025

A RESOLUTION OF THE TOWN COUNCIL OF BLADENSBURG APPOINTING MEMBERS TO THE BOARD OF SUPERVISORS OF ELECTION FOR A TERM BEGINNING APRIL 14, 2025, AND ENDING FEBRUARY 28, 2027

WHEREAS, the Town of Bladensburg is committed to maintaining free and fair elections to ensure the integrity of the electoral process; and

WHEREAS, the Board of Supervisors of Election (BOSOE) serves as the official election body for the Town, offering their time and talents to oversee the administration of municipal elections; and

WHEREAS, the BOSOE is responsible for evaluating and developing election-related materials, meeting monthly as needed, and working collaboratively with the Town Clerk and Town staff to ensure the proper administration of elections; and

WHEREAS, the BOSOE will oversee the next municipal election, scheduled to occur on Monday, October 6, 2025; and

WHEREAS, the Town Council recognizes the dedication and contributions of the Town’s residents who serve on this important board.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of Bladensburg that the following residents are hereby appointed to serve on the Board of Supervisors of Election for a term beginning April 14, 2025, and ending February 28, 2027:

1.
2.
3. Alternate :

BE IT FURTHER RESOLVED that the Town Council expresses its gratitude to these individuals for their commitment to ensuring the integrity and transparency of the electoral process in the Town of Bladensburg.

BE IT FURTHER RESOLVED that this Resolution be and is hereby adopted this 14th Day of April 2025 and shall take effect immediately upon its adoption.

Attest:

Regine Watson, Town Clerk

Takisha D. James, Mayor



MEMORANDUM

To: Mayor and Council
From: Regine Watson, Town Clerk
Date: April 14, 2025
Subject: Summary of Interview Responses and Recommendations for BOSOE Appointments

Purpose:

I am submitting the second set of appointments for the Board of Supervisors of Election (BOSOE) for your consideration. After conducting interviews with the applicants using the newly implemented interview process, I have provided my recommendations for each appointee.

BOSOE Appointee Recommendations

2. **Ms. Iris Mejia**
- **Residency:** 50 years in Bladensburg
 - **Interest in BOSOE:** Ms. Mejia has expressed an interest in serving on the BOSOE, believing her experience in community service and understanding of election transparency would allow her to contribute effectively.
 - **Experience:** Ms. Mejia has been a judge for many elections at the Bladensburg Community Center, where she ensured elections were run transparently and properly. She works as a senior assistant, helping seniors with daily activities, and has over 30 years of experience in customer service, making her compassionate and empathetic.
 - **Commitment:** Ms. Mejia is confident that she can serve the full term and handle ethical matters when required.
 - **Recommendation:** Given Ms. Mejia’s extensive experience with election transparency and her strong community involvement, I recommend adding her as a member to the BOSOE. As the BOSOE is crucial for the integrity of the 2025

election, I believe it would be beneficial to have a full complement of five members to ensure proper oversight and decision-making.

3. Mr. Owen Clarke

- **Residency:** 30 years in Bladensburg
 - **Interest in BOSOE:** Mr. Clarke is interested in continuing his service to the community through the BOSOE, given his deep commitment to Bladensburg's activities and residents.
 - **Experience:** Mr. Clarke has served two previous terms on the BOSOE, including one term as chair. His experience on the board, combined with his involvement in efforts to help residents stay safe in their homes, provides him with a solid foundation for making impartial ethical decisions.
 - **Commitment:** Mr. Clarke is confident in his ability to make the right decisions when needed and is available to serve the full term.
 - **Recommendation:** Given Mr. Clarke's extensive experience on the BOSOE and his commitment to the community, I recommend adding him as a member to the BOSOE. Considering the critical role the BOSOE will play in the 2025 election, I believe it is in the best interest of the town to have a full board of five members to ensure thorough oversight and decision-making.
-

4. Ms. Colette Chery

- **Residency:** 7 years in Bladensburg
- **Interest in BOSOE:** Ms. Chery is interested in serving on the Board of Supervisors of Elections (BOSOE), bringing her experience as the chairperson of the board of elections in her building and her dedication to enhancing the quality of life for seniors.
- **Experience:** Ms. Chery has served as the chairperson of her building's board of elections, where she played a key role in maintaining the integrity and transparency of elections. Additionally, she has been an active member of the building's hospitality committee, working to ensure a welcoming environment for all residents, particularly seniors. Her experience in these roles demonstrates her ability to make ethical decisions and handle the responsibilities required for service on the BOSOE.
- **Commitment:** Ms. Chery is confident that she can serve the full term and is committed to making tough, unbiased decisions when necessary, ensuring that all actions are fair and ethical.
- **Recommendation:** Given Ms. Chery's extensive experience in election oversight and her strong community involvement, I recommend her as a valuable addition to the BOSOE. With her dedication to transparency and ethical decision-making,

she would be a strong asset to the board as it plays a critical role in overseeing the 2025 election.

Please let me know if you require further details or clarification regarding these recommendations.



Agenda Item Summary Report

Meeting Date: April 14, 2025

Submitted by: Michelle Bailey Hedgepeth

Item Title: Resolution 23-2025 | Joint Resolution for Port Town CDC formation and governance structure

A JOINT RESOLUTION OF THE MAYORS AND COUNCILS OF THE PORT TOWNS OF BLADENSBURG, COLMAR MANOR, COTTAGE CITY, AND EDMONSTON TO FORM A COMMUNITY DEVELOPMENT CORPORATION (CDC) AND ESTABLISH A GOVERNANCE STRUCTURE

Work Session Item [X]
Council Meeting Item [X]

Documentation Attached:
Resolution

Recommended Action:

This item is to provide a brief overview of the Port Towns Meeting on September 18, 2023, and to gather Council input.

Item Summary: The purpose of this joint resolution is to establish a formal agreement among the Port Towns of Bladensburg, Colmar Manor, Cottage City, and Edmonston to create a Community Development Corporation (CDC). The CDC will collaborate to advance economic development, community revitalization, and regional growth initiatives.

Background

The Port Towns have a long-standing history of working together on initiatives that enhance economic opportunities, improve infrastructure, and support local businesses. Recognizing the need for a structured approach to managing development projects and securing external funding, the municipalities propose the formation of a CDC. The CDC will enable the Towns to leverage shared resources, attract investments, and drive sustainable development efforts that benefit all communities involved.

Key Provisions of the Resolution

- **Formation of the CDC:** Establishing a legal entity that will facilitate regional economic and community development initiatives.
- **Governance Structure:**
 - A Board of Directors representing all four municipalities.
 - Defined roles and responsibilities for oversight and decision-making.
 - Appointment of officers and executive leadership.
- **Funding & Sustainability:** Identifying initial funding sources, including grants, municipal contributions, and private sector investments.
- **Strategic Priorities:**
 - Business development and job creation.
 - Housing and infrastructure improvements.

- Community engagement and workforce training programs.

Fiscal Impact

Each municipality's financial commitment will be determined based on budgetary allocations and potential external funding opportunities. An initial feasibility study and operational plan will outline cost-sharing mechanisms and revenue-generating strategies.

Recommendation

It is recommended that the Mayor and Council approve the Joint Resolution, authorizing the formation of the CDC and the establishment of its governance structure.

Budgeted Item: Yes ☐ No ☐ NA

Budgeted Amount:

One-Time Cost:

Ongoing Cost:

Council Priority: Yes ☐ No ☐

Continued Date:

Approved Date:

Joint Resolution No. [23-2025]**A JOINT RESOLUTION OF THE MAYORS AND COUNCILS OF THE PORT TOWNS OF BLADENSBURG, COLMAR MANOR, COTTAGE CITY, AND EDMONSTON TO FORM A COMMUNITY DEVELOPMENT CORPORATION (CDC) AND ESTABLISH A GOVERNANCE STRUCTURE**

WHEREAS, the Towns of Bladensburg, Colmar Manor, Cottage City, and Edmonston (hereinafter referred to as the "Port Towns") recognize the importance of regional collaboration to drive economic development, infrastructure investment, and community enhancement; and

WHEREAS, the Port Towns seek to establish a Community Development Corporation (CDC) to enhance economic growth, cooperatively build infrastructure, preserve cultural and historical character, promote environmental sustainability, and improve the quality of life for all residents within the Port Towns communities; and

WHEREAS, the Port Towns have previously resolved to work jointly on the formation of a CDC, and the final trade name of the organization will be determined by a vote of the governing board upon establishment; and

NOW, THEREFORE, BE IT RESOLVED that the Towns of Bladensburg, Colmar Manor, Cottage City, and Edmonston formally support the creation of the Port Towns Community Development Corporation and agree to the following governance structure and key operational principles:

Board Membership and Governance Structure:

1. **Membership:** The initial Board of Directors shall consist of nine (9) members. Each Town shall appoint two (2) representatives to the Board, with at least one elected official from the respective Council or Commission. Appointments shall be submitted in writing to the Board Chair.
2. **At-Large Member:** One (1) at-large member shall be appointed on a rotating basis for a two-year term. This individual shall represent a local business or business association and be selected by a majority vote of the Board.
3. **Ex-Officio Members:** The Town Administrators and/or Town Managers shall serve as ex-officio officers, providing advisory and operational support.
4. **Board Chair:** The Board of Directors shall select a Chair by majority vote to serve a two-year term. The position may rotate, or the Board may determine an alternate process.
5. **Attendance Requirements:** Members must attend at least 50% of the meetings annually. If a Board member exceeds 50% unexcused absences, the Board shall consult with the appointing Town regarding reappointment.

Committee Structure:

The Board shall establish committees composed of Board members and appointed community stakeholders to focus on key development areas. The core committees shall include:

- **Economic Development and Redevelopment**
- **Infrastructure and Sustainability**
- **Community Engagement and Quality of Life**
- **Tourism, Historic Sites, and Community Assets**

The Board may create additional special committees as needed through a majority vote.

Meetings and Reporting:

- The Board shall convene at least four (4) times yearly.
- An end-of-year report, summarizing accomplishments, financial status, and strategic updates, shall be submitted to each Town by March 30th of the following calendar year.

Funding and Financial Support:

1. **Town Contributions:** Each participating Town shall contribute at least 20% of the total annual expenses or an equal share of the organization's operational costs.
2. **Grants and External Funding:** The CDC shall serve as a collaborative entity to pursue grant funding and leverage financial resources for community capacity-building and infrastructure improvements.

Strategic Development and Economic Growth Initiatives:

- The CDC shall actively promote economic development opportunities across the Port Towns region.
- To foster business growth and community revitalization.
- The organization shall seek partnerships with economic development entities, such as Main Street programs and Business Improvement Districts (BIDs).

Bylaws Development:

- The Board shall draft and adopt formal bylaws within 180 days of the CDC's formation.
- Finalized bylaws shall be distributed to all member Towns upon adoption.

BE IT FURTHER RESOLVED that the Port Towns of Bladensburg, Colmar Manor, Cottage City, and Edmonston are committed to fostering economic prosperity, sustainable development, and enhanced community collaboration through the formation of this Community Development Corporation.

PASSED AND APPROVED this [XX] day of [Month], 2025, by the Mayors and Councils of the Port Towns.



Town of Bladensburg, Maryland RESOLUTION NO. 19 - 2025

Date Introduced: April 14, 2025

Date Adopted: April 14, 2025

Date Effective: April 14, 2025

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF BLADENSBURG IN RECOGNITION OF ADMINISTRATIVE PROFESSIONALS WEEK, APRIL 20-26, 2025

WHEREAS, the Town of Bladensburg recognizes the invaluable contributions of administrative professionals who serve in various capacities across the Town, ensuring that workplaces run efficiently and smoothly; and

WHEREAS, Administrative Professionals Week is observed annually during the last full week of April to acknowledge and celebrate the dedication, hard work, and essential support provided by administrative professionals in both public and private sectors; and

WHEREAS, administrative professionals serve as the backbone of organizations, providing critical support, managing operations, and facilitating communication within and between departments; and

WHEREAS, these highly skilled individuals contribute significantly to the success of businesses, government agencies, nonprofit organizations, and other institutions throughout the community and across the nation; and

WHEREAS, despite their vital role, administrative professionals are often underrecognized, yet their efforts are indispensable in maintaining productivity and ensuring the seamless operation of offices and agencies; and

WHEREAS, the Town of Bladensburg wishes to express its most profound appreciation for the dedication and hard work of all administrative professionals within the Town and beyond;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Town Council of the Town of Bladensburg that April 20-26, 2025, is hereby designated as **Administrative Professionals Week** in the Town of Bladensburg, in honor of the invaluable contributions of administrative professionals to our community.

BE IT FURTHER RESOLVED, that the Town of Bladensburg encourages all residents, businesses, and organizations to recognize and show appreciation for the efforts and dedication of administrative professionals who play a critical role in our workplaces and institutions.

BE IT FURTHER RESOLVED that this Resolution be and is hereby adopted this 14 Day of April 2025 and shall take effect immediately upon its adoption.

Attest:

Regine Watson
Town Clerk

Takisha D. James, Mayor



Agenda Item Summary Report

Meeting Date: April 14, 2025	Submitted by: Michelle Bailey Hedgepeth, Town Administrator Vito Tinelli, Town Treasurer
Item Title: RESOLUTION 19-2025 A RESOLUTION RECOGNIZING ADMINISTRATIVE PROFESSIONALS WEEK, APRIL 20-26, 2025	
Resolution 19-2025: <i>A RESOLUTION RECOGNIZING ADMINISTRATIVE PROFESSIONALS WEEK, APRIL 20-26, 2025</i>	
Work Session Item [X] Council Meeting Item [X]	Documentation Attached: Resolution
Recommended Action:	
Staff recommends the passage of this support resolution.	
Item Summary: This is an annual resolution celebrating Administrative Professionals in the Town of Bladensburg. The Resolution has the following highlights: <ul style="list-style-type: none"> The Town of Bladensburg recognizes the invaluable contributions of administrative professionals who serve in various capacities, ensuring that workplaces run efficiently and smoothly. Administrative Professionals Week is observed annually during the last week of April to acknowledge and celebrate the dedication, hard work, and essential support provided by administrative professionals in both public and private sectors. Administrative professionals are the backbone of organizations, providing critical support, managing operations, and facilitating communication within and between departments. This resolution shall take effect immediately upon its passage. Staff will answer any questions.	
Budgeted Item: Yes [] No [] NA Budgeted Amount: One-Time Cost: NA Ongoing Cost: NA	Continued Date:
Council Priority: Yes [] No []	Approved Date:



Agenda Item Summary Report

Meeting Date:
April 14, 2025

Submitted by:
Chief Collington, Police Chief
Michelle Bailey Hedgepeth, Town Administrator

Item Title: RESOLUTION 20-2025 | A RESOLUTION OF RECOGNIZING NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK, APRIL 13-19, 2025

Resolution 20-2025: A RESOLUTION OF RECOGNIZING NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK, APRIL 13-19, 2025

Work Session Item [X]
Council Meeting Item [X]

Documentation Attached:
Resolution

Recommended Action:

Staff recommends the passage of this support resolution.

Item Summary:

This annual resolution celebrates National Public Safety Telecommunicators Week in the Town of Bladensburg.

The Resolution has the following highlights:

- The Town recognizes that public safety telecommunicators serve as an essential lifeline between the community and emergency responders.
- National Public Safety Telecommunicators Week (NPSTW) is observed annually during the second week of April to honor the dedicated professionals who answer emergency calls, dispatch public safety services, and provide critical information and support to first responders and the public.
- NPSTW was first established in 1981 by Patricia Anderson of the Contra Costa County Sheriff's Office in California, and it has since grown into a national recognition of telecommunicators' invaluable contributions.

This resolution shall take effect immediately upon its passage.

Chief Collington will answer any questions.

Budgeted Item: Yes [] No [] NA
Budgeted Amount:
One-Time Cost: NA
Ongoing Cost: NA

Continued Date:

Council Priority: Yes [] No []

Approved Date:



Town of Bladensburg, Maryland RESOLUTION NO. 20 - 2025

Date Introduced: April 14, 2025

Date Adopted: April 14, 2025

Date Effective: April 14, 2025

A RESOLUTION OF RECOGNIZING NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK, APRIL 13-19, 2025

WHEREAS, the Town of Bladensburg recognizes that public safety telecommunicators serve as an essential lifeline between the community and emergency responders; and

WHEREAS, National Public Safety Telecommunicators Week (NPSTW) is observed annually during the second full week of April to honor the dedicated professionals who answer emergency calls, dispatch public safety services, and provide critical information and support to first responders and the public; and

WHEREAS, NPSTW was first established in 1981 by Patricia Anderson of the Contra Costa County Sheriff's Office in California, and it has since grown into a national recognition of the invaluable contributions of telecommunicators; and

WHEREAS, the public safety telecommunicators of Bladensburg and across the nation are highly trained professionals who work tirelessly to ensure the safety and well-being of residents by managing emergency communications with accuracy, efficiency, and compassion; and

WHEREAS, these individuals play a crucial role in emergency response, assisting police, fire, and emergency medical personnel by providing them with critical real-time information and support; and

WHEREAS, the Town of Bladensburg wishes to express its gratitude and appreciation for the outstanding service and dedication of public safety telecommunicators in safeguarding our community;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Town Council of the Town of Bladensburg that April 13-19, 2025, is hereby designated as **National Public Safety Telecommunicators Week** in the Town of Bladensburg, in honor of the invaluable contributions of our public safety telecommunicators.

BE IT FURTHER RESOLVED, that the Town of Bladensburg encourages all residents to recognize and appreciate the dedication and professionalism of telecommunicators who serve our community with commitment and excellence.

BE IT FURTHER RESOLVED that this Resolution be and is hereby adopted this 14 Day of April 2025 and shall take effect immediately upon its adoption.

Attest:

Regine Watson
Town Clerk

Takisha D. James, Mayor



March 11, 2025

Mrs. Takisha James
Town Administrator
Town of Bladensburg
4229 Edmonston Road
Bladensburg, MD 20710

Dear Mrs. James:

The Chesapeake Bay Trust (the Trust) thanks the Town of Bladensburg for your proposal to the Prince George's County Stormwater Stewardship Award Program. The Trust received a high level of requests, over \$3,000,000 in requests for \$1,723,346 available in this round of the program. I am pleased to report approval of \$30,000 for survey, design, and plan to implement future restoration projects at the three proposed sites that will include permissions required from Maryland Historic Trust (Mango Café site), permits (if needed), and any other final planning steps to go from this award to implementation in a future proposal.

Your award will be distributed as detailed in the award agreement attached. The payment(s) are contingent on key elements that are required prior to the release of each payment as described in your award agreement. **Please carefully read your award agreement** and contact the Trust if you have questions.

The signed award agreement, and any other contingencies, and status and final reports must be submitted by logging into the Chesapeake Bay Trust Online System accessed through the link https://www.grantrequest.com/SID_1520 with the same username and password used when you applied. The Trust reserves the right to cancel the award and apply funds to other projects if the requirements of the award agreement are not met by the due dates.

If you should have any questions regarding our decision, please feel free to contact the Program Officer Sadie Drescher at (410) 974-2941 ext. 105. For questions regarding payment status, please contact, finance@cbtrust.org. The Chesapeake Bay Trust greatly appreciates the time you invested in the proposal development and looks forward to working with you in the future.

Sincerely,

Jana Davis, Ph.D.
President

Award #: 25517

Project Leader: Ms. Michelle Bailey Hedgepeth





Award Agreement between the Chesapeake Bay Trust And the Town of Bladensburg

March 11, 2025

This agreement is between the Chesapeake Bay Trust (the Trust) and the Town of Bladensburg (the “awardee”). The total amount of the award for award number 25517 is \$30,000. Delivery of this award is made through the Prince George’s County Stormwater Stewardship Award Program and is subject to receipt by the Trust of a signed copy of this agreement which confirms that:

1. **Award Amount and Description:** The award is in the amount of \$30,000 for survey, design, and plan to implement future restoration projects at the three proposed sites that will include permissions required from Maryland Historic Trust (Mango Café site), permits (if needed), and any other final planning steps to go from this award to implementation in a future proposal. By accepting this award, awardee agrees that said monies will be used to accomplish deliverables with budgeted items as proposed in your application received on 12/11/2024, modified through any contingencies below, and approved in this agreement.
2. **Period of Performance:** The period of performance for this award is from 2/19/2025 to 12/15/2025; with an extension to 4/1/2026, if needed, contingent upon approval by Prince George’s County of an extension of the full Trust-County program, which is anticipated and likely to occur by 10/1/2025.
3. **Changes in Scope and Budget:** Up to 10% of total project funds may be shifted from one of the seven high level budget categories (e.g., supplies, travel, etc.) to another, as long as the shift does not substantively modify the project’s goals, objectives, milestones, or deliverables. Significant changes to project budget and/or scope must be approved by the Trust in advance of the change. Requests for approval of changes must be made by completing the Award Revision Request Requirement available in your online award portal. The following types of changes should trigger an Award Revision Request:
 - a. Scope Changes:
 - i. An alteration of the intent, goals, objectives, milestones, and/or deliverables of the project
 - ii. A change in the physical location of a project
 - iii. Changes in key personnel or key project partners
 - iv. Changes in project deliverables are proposed in your original application and modified through any contingencies in this award agreement
 - v. Changes in timeline in your original application or as any subsequently amended, including requests for no-cost extensions
 - b. Budgetary Changes:
 - i. Changes in budget that result in a greater than 10% shift in funds across high level budget categories (personnel, supplies, contractual, travel, field trip fees, other, and indirect costs)
 - ii. Addition of a line item to the budget that falls under one of the seven high level budget categories that had not yet appeared in your budget (e.g., adding personnel when none had been approved previously or adding contractual services to the budget)
 - iii. Budget changes that reflect an alteration of the intent of the project

Executive Officer Initials

Project Leader Initials

- iv. Budget changes that reflect a change in the environmental benefit or impact of a project
- 4. **Start of Designs:** Designs must be initiated by 10/1/2025; otherwise the award may be terminated by the Trust.
- 5. **Distribution of Funding:** Funding will be distributed in phased payments as described below:
 - a. Phase 1 payment of \$27,000 is contingent upon:
 - i. Submission by 5/1/2025 to the Trust of the signed award agreement;
 - ii. Submission of the record of attendance requirement to the online system by 5/1/2025 for the project kick-off meeting that includes a summary of the meeting with Prince George's County Department of the Environment and the Trust. The funding partners would like to discuss the project scope (for the Mango Café site permission and review from the Maryland Historic Trust that may be needed for the proposed restoration and excavation activities) with the applicant prior to work commencing to ensure the project aligns with County goals and that project expectations are met. To coordinate the kick-off meeting, contact Trust staff, Sadie Drescher at sdrescher@cbtrust.org;
 - iii. Submission by 5/1/2025 to and approval by the Trust of a short, written statement (one to two pages) committing to:
 - 1. the revised scope of work for the survey, planning, and clarifying all permissions needed (e.g., if Maryland Historic Trust permission/review is needed and project path forward if so) and to provide a final product of the engineered designs;
 - 2. provide an updated timeline; and
 - 3. provide the following with the final report submittal:
 - a. the final engineered designs with existing conditions (especially with respect to tree impacts, property lines, easements, utilities, and topography, using PGAtlas at <https://www.pgatlas.com/>), stormwater treatment area calculations and nutrient reductions (total nitrogen, total phosphorus, and total suspended solids);
 - b. a planting plan and plant list of native species; and
 - c. a written statement (< one page) detailing a plan for project implementation and estimated cost; and
 - iv. Submission by 5/1/2025 to and approval by the Trust of an updated application budget totaling the award amount and that reflects the revised scope of work for the survey, planning, and landowner permissions needed to develop and provide the engineered designs (as discussed at the kick-off meeting). Use the Trust's Financial Management Spreadsheet that is available at: https://cbtrust.org/wp-content/uploads/Financial-Management-Spreadsheet_5.9.24.xlsx.

Contact the Trust for assistance with these contingencies. Funds will not be released until these contingencies are met.

- b. Final Payment of \$3,000 will be distributed upon submission to and review by the Trust of your **final report due on or before 4/1/2026**. The final report shall include:
 - i. **Programmatic Report:** A narrative report using the Trust's final report form accessed through http://www.GrantRequest.com/SID_1520. Included in the final report will be a deliverables section that should match the deliverables you

Executive Officer Initials

Project Leader Initials

- proposed in your approved application, as modified by any contingencies or budget adjustments.
- ii. **Financial Report – FMS “Expenses” worksheet:** Information must be entered in the appropriate columns (see the “Expenses Instructions” worksheet) describing how the previous phase funds were spent plus the final 10% such that the full award amount, less any award monies not to be used, is reported. If unauthorized changes were made to the budget or deliverables without Trust approval you will be required to refund the award.
 - iii. **Financial Documentation – Submission of invoices/receipts and an accounting of personnel costs:** Invoices/receipts and documentation of personnel expenses must be included in ONE PDF or other file. Each row entered into the FMS’s “Expenses” worksheet must include a corresponding invoice/receipt/piece of documentation. Each individual invoice/receipt/piece of documentation must be numbered with the corresponding backup document numbers (Column A) in the FMS’s “Expenses” worksheet and submitted in numerical order. Copies of timesheets associated with any personnel time supported by the award must be included. Institutions of Higher Education may provide, in lieu of timesheets, time and effort reporting documentation that complies with 2 CFR 200.430. Any invoices/receipts/pieces of documentation already submitted in reporting on a previous phase, if applicable, need not be resubmitted.
 - iv. **Final Products:** Final products that include the final engineered designs with existing conditions (especially with respect to tree impacts, property lines, easements, utilities, and topography, using PGAtlas at <https://www.pgatlas.com/>), stormwater treatment area calculations and nutrient reductions (total nitrogen, total phosphorus, and total suspended solids), a planting plan and plant list of native species, and a written statement (< one page) detailing a plan for project implementation including all permissions needed to implement the project and estimated cost, a one-pager about the project using the template provided by the Trust, and additional other deliverables as outlined in your award application and as modified through any contingencies.
 - v. **Photos of the Project:** For all projects that involve a construction element, submit before, during, and after construction photos. For all projects that involve an outreach or community engagement element, submit photos of engagement events.
6. **Progress Report(s):** Progress report(s) on this project including the outreach and/or restoration progress, to date, is due to the Trust on or before 6/1/2025, 9/1/2025, 12/1/2025, and 3/1/2026.
 7. **Submitting Documents/Requirements:** The signed award agreement; other contingencies; record of attendances; and status, progress, and final reports are required to be submitted by logging into the Chesapeake Bay Trust Online System account accessed through the link https://www.grantrequest.com/SID_1520 with the same username and password used when you applied. Status, progress, and final report extension requests must be made using the Award Revision Request Requirement prior to the report due date. Depending on the circumstances, the Trust may or may not grant an extension. In cases where the awardee fails to submit a status report, progress report, final report, or other requirement by the due date, the Trust reserves the right to terminate the award agreement and require a refund of funds already transferred to the awardee. By signing this award agreement, the awardee agrees to comply with all conditions of this agreement, status and progress report date(s), if applicable, and the final report date listed

 Executive Officer Initials

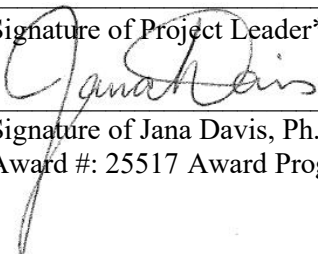
 Project Leader Initials

above and agrees to return funds if a complete report is not submitted by the deadline. Failure to submit report(s)/requirement(s) by the deadline will affect eligibility of future awards.

8. **Acknowledgement of Funding Partners:** All public communications and promotion, including press releases, print publications, signage, online messaging, etc. must:
- a. Acknowledge program partners Prince George’s County Department of Environment (using both names and logos) whose logos appear at the top of the cover letter to this Agreement.
 - b. Include the Trust’s logo (available at www.cbtrust.org/logo).
9. The recipient agrees to comply with the terms and conditions included in the proposal submission and that all work will be conducted in accordance with appropriate Federal, state and local laws.
10. The Trust may terminate this award, in whole or in part, if you fail to comply with the terms and conditions of the award including statutory or regulatory requirements or if the award no longer accomplishes the program goals or aligns with funding entity priorities. In the event of termination of this award prior to completion, you shall immediately (unless otherwise directed by the Trust in its notice of termination) undertake all reasonable steps to wind down the project collaboratively with the Trust.

The undersigned who is (are) fully authorized in the premises of the Town of Bladensburg accepts, subject to the terms and conditions in the above award agreement.

Return signed copied of the full award agreement, with each page initialed and full signatures on the last page*, by uploading a scanned copy to your Chesapeake Bay Trust Online System account accessed through the link https://www.GrantRequest.com/SID_1520 with the same username and password used when you applied. Please keep a copy for your records.

Signature of Executive Officer*	Title	Date
Signature of Project Leader*	Title	Date
	President	3/11/2025
Signature of Jana Davis, Ph.D., President; Chesapeake Bay Trust		Date
Award #: 25517 Award Program: Prince George’s County Stormwater Stewardship		



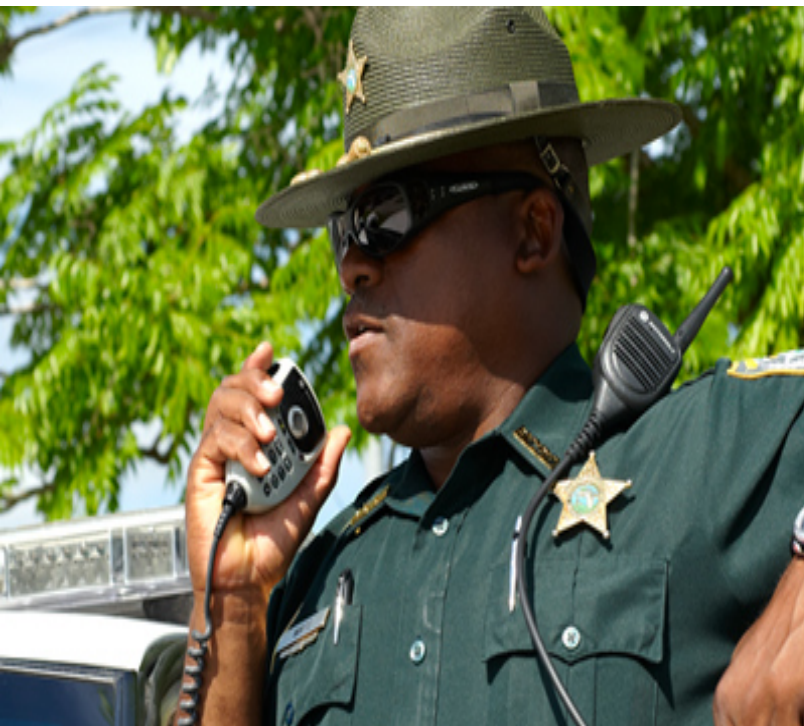
Agenda Item Summary Report

Meeting Date: April 14, 2025	Submitted by: Michelle Bailey Hedgepeth, Town Administrator
Item Title: CONTRACT APPROVAL Authorization to enter into a Grant Agreement with the Prince George's County Stormwater Stewardship Award Program (Chesapeake Bay Trust)	
Work Session Item [X] Council Meeting Item [X]	Documentation Attached: Award Letter Grant Agreement
Recommended Action:	
<ol style="list-style-type: none"> 1. Approval of the grant agreement and inclusion into the FY 2026 Budget for payment of consulting and planning-related fees. 2. Approval for the Mayor or Town Administrator to execute this agreement 	
<p>Summary: The Town of Bladensburg has been awarded a \$30,00 grant from Prince George's County Stormwater Stewardship Program to support green initiatives aligned with the town's sustainability goals.</p> <p>The award is in the amount of \$30,000 for survey, design, and plan to implement future restoration projects at the three proposed sites that will include permissions required from Maryland Historic Trust (Mango Café site), permits (if needed), and any other final planning steps to go from this award to implementation in a future proposal.</p> <p>Period of Performance: The period of performance for this award is from 2/19/2025 to 12/15/2025; with an extension to 4/1/2026, if needed, contingent upon approval by Prince George's County of an extension of the full Trust-County program, which is anticipated and likely to occur by 10/1/2025.</p> <p>The town administrator will be available to answer questions about this matter.</p>	
Budgeted Item: Yes [] No [X] Budgeted Amount: \$ 30,000 One-Time Cost: Yes Ongoing Cost:	Continued Date:
Council Priority: Yes [] No []	Approved Date:



Agenda Item Summary Report

Meeting Date: April 14, 2025	Submitted by: Michelle Bailey-Hedgepeth, Town Administrator Tyrone Collington, Police Chief
Item Title: CONTRACT APPROVAL: Purchase of Six (6) License Plate Readers – Motorola Solutions	
CONTRACT APPROVAL: Approval for the Town Administrator to use grant funding to purchase six (6) license plate readers, related equipment, and warranties in an amount not to exceed \$50,536.09 from Motorola Solutions.	
Work Session Item [X] Council Meeting Item [X]	Documentation Attached: Purchase Information
Recommended Action:	
Approval of grant-funded expenses for purchasing six (6) license plate readers, related equipment, and warranties not exceeding \$50,536.09 from Motorola Solutions.	
<p>Item Summary: The Town has secured funding from the Governor's Office of Crime Control and Prevention (GOCCP) and other grant programs to purchase six additional License Plate Readers (LPRs) for \$50,536.09. These LPRs are vital in supporting the Police Department's operations and enhancing public safety throughout Bladensburg.</p> <p>These items will be purchased using the state contract bidding exception</p> <p>Police Chief Tyrone Collington and the Town Administrator will answer any questions regarding this initiative.</p>	
Budgeted Item: Yes [] No [X] Budgeted Amount: One-Time Cost: \$ 50,536.09 – GOCCP and other grants Ongoing Cost:	Continued Date:
Council Priority: Yes [] No []	Approved Date:



BLADENSBURG POLICE DEPT

03/28/2025

03/28/2025

BLADENSBURG POLICE DEPT
4910 TILDEN RD
BLADENSBURG, MD 20710

Dear Sgt Ryan Harris,

Motorola Solutions is pleased to present BLADENSBURG POLICE DEPT with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide BLADENSBURG POLICE DEPT with the best products and services available in the communications industry. Please direct any questions to Klaudia Piechocka at Klaudia.Piechocka@motorolasolutions.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Klaudia Piechocka

Billing Address:
BLADENSBURG POLICE DEPT
4910 TILDEN RD
BLADENSBURG, MD 20710
US

Quote Date:03/28/2025
Expiration Date:06/26/2025
Quote Created By:
Klaudia Piechocka
Klaudia.Piechocka@
motorolasolutions.com

End Customer:
BLADENSBURG POLICE DEPT
Sgt Ryan Harris

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

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Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
L6Q Quick-Deploy System Purchase							
1	VSB-60-900	KIT, L6Q AND SOLAR PANEL CAT 1	6		\$6,495.00	\$4,432.16	\$26,592.96
2	VS-DLF-01	DEVICE LICENSE FEE	6	5 YEARS	\$2,374.80	\$1,620.56	\$9,723.36
3	CDFS-L6Q-HWW-01	FIXED L6Q CAMERA SYSTEM EXTENDED HARDWARE WARRANTY - VALID FROM STANDARD WARRANTY EXPIRATION	6	4 YEARS	\$1,119.84	\$764.18	\$4,585.08
4	LSV07S04314A	LPR REMOTE MONITORING	6	5 YEARS	\$364.80	\$248.94	\$1,493.64
5	LSV07S04315A	LPR STANDARD ONSITE REPLACEMENT	6	5 YEARS	\$750.00	\$511.80	\$3,070.80
Investigative LPR Applications							
6	VS-VM-HS	SOFTWARE,VEHICLEMANAGER HOSTED SUBSCRIPTION*	1	1 YEAR	\$3,500.04	\$2,388.42	\$2,388.42



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products. Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
7	ACC-SFT-ENBL	ACCOUNT/SOFTWARE ENABLEMENT	1		\$330.00	\$225.19	\$225.19
8	VSQ-60-341	VS-L6Q-POLE-PWR- TAP-35FT-POLE POWER TAP, 100-277V TO 12V, 35FT	6		\$600.00	\$409.44	\$2,456.64

Grand Total \$50,536.09(USD)



Pricing Summary

Payment Term			Upfront Sale Price
Year 1 Upfront Costs:			\$41,000.00
Payment Term			Sale Price
			Annual Sale Price
Year 2 Subscription Fee			
	L6Q Quick	Annually	\$2,384.02
Year 3 Subscription Fee			
	L6Q Quick	Annually	\$2,384.02
Year 4 Subscription Fee			
	L6Q Quick	Annually	\$2,384.02
Year 5 Subscription Fee			
	L6Q Quick	Annually	\$2,384.03
Sub Total:			\$9,536.09
Grand Total System Price (Inclusive of Upfront and Annual Costs)			\$50,536.09

**Upfront costs include the cost of Hardware, Accessories and Implementation, where applicable.*

Notes:

- The Pricing Summary is a breakdown of costs and does not reflect the frequency at which you will be invoiced.
- Additional information is required for one or more items on the quote for an order.
- This quote contains items with approved price exceptions applied against them.
- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.





INVESTIGATIVE LPR APPLICATIONS VEHICLEMANAGER SOLUTION DESCRIPTION

VEHICLEMANAGER / VEHICLEMANAGER ENTERPRISE

VehicleManager / VehicleManager Enterprise is a vehicle location intelligence solution that builds on traditional license plate recognition with patented, powerful analytics, transforming license plate data into actionable intelligence.



Key Features and Benefits:

- **Advanced Search Capabilities:** Easily search and review vehicle location history, predict future locations, and conduct complete and partial plate searches with date and time filters.
- **Comprehensive Data Display:** View detection data on a timeline and map, integrated with Google Street View for detailed location insights.
- **Geo-Fence and Filter Options:** Create geo-fences, set time and date ranges, and apply vehicle year, make, and model filters to refine search results.
- **Associated Analytics:** Identify vehicles traveling with or parked near a target vehicle, enhancing situational awareness.
- **Hot List Management and Alerts:** Configure hot lists and receive alerts when vehicles of interest are detected, with options for sharing lists with partner agencies.
- **Secure Data Management:** Manage LPR camera systems, integrate data from various sources, control data retention based on local laws, and share data securely using built-in MOU templates.
- **Robust Security Measures:** Ensure data protection with end-to-end encryption, user authentication, detailed audit logs, and routine system updates for security and new features.





QUOTE-3068625

L6Q CAMERA SYSTEM SOLUTION DESCRIPTION

L6Q CAMERA SYSTEM

The L6Q camera system revolutionizes license plate recognition (LPR) technology with its sophisticated capabilities, streamlined design, and consumer-grade installation process. This innovative system is ideal for law enforcement agencies and businesses seeking to enhance security through efficient and effective LPR. The L6Q seamlessly integrates with our backend software, VehicleManager or ClientPortal, to offer a comprehensive solution for building or supplementing a camera network, ensuring the safety and security of the communities they serve.



Key Features and Benefits:

- **Easy Install Out-of-Box:** The L6Q's user-friendly design, convenient carry case, and intuitive out-of-box workflow enable one-person installation and activation in minutes, using a smartphone for ultimate ease.
- **Precise Data Collection:** Configure the L6Q to capture vehicles moving at specific speeds and directions. It collects detailed information beyond license plates, including vehicle make, model, color, and speed, even in low-light conditions, enhancing investigative capabilities.
- **Versatile Power Options:** The L6Q operates anywhere with solar, AC/DC, Pole Tap, and internal battery options. It's built to withstand weather conditions and rated to IP67.
- **Amplified Insight & Awareness:** Beyond license plate data, the L6Q has advanced software for managing hot lists, alerts, searches, and patented analytics. Agencies control data retention and sharing, ensuring security and compliance.
- **App-Based Configuration & Activation:** Use the Mobile Companion app on Android or iOS for quick on-site setup. Scan the camera's QR code for guided configuration, including live video-enabled aiming and adjustable image capture regions for improved accuracy.
- **Advanced Night Vision:** Equipped with long-range infrared (IR) illumination and a starlight sensor, the L6Q can scan vehicles even in total darkness, ensuring round-the-clock operation.
- **Tamper-Proof Design:** The L6Q is built to be physically secure with a tamper-proof shroud, easily customized to blend with various environments.

Deploy the L6Q to enhance your LPR capabilities with a system designed for ease of use, versatility, and advanced data insights.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.



QUOTE-3068625

LICENSE PLATE RECOGNITION TECHNOLOGY STATEMENT OF WORK

OVERVIEW

This Statement of Work (SOW) outlines the responsibilities of Motorola Solutions, Inc. (Motorola) and the Customer for the implementation of fixed or mobile License Plate Recognition (LPR) technology(s) and your License Plate Recognition Technology solution, if Deployment or Installation Services are purchased as part of the Contract. For the purpose of this SOW, the term "Motorola" may refer to our affiliates, subcontractors, or certified third-party partners. A third-party partner(s) (Motorola-certified installer) will work on Motorola's behalf to install your License Plate Recognition Technology system(s) (if applicable).

This SOW addresses the responsibilities of Motorola and the Customer that are relevant to the implementation of the hardware and software components listed in the Solutions Description. Any changes or deviations from this SOW must be mutually agreed upon by Motorola and the Customer and will be addressed in accordance with the change provisions of the Contract. The Customer acknowledges any changes or deviations from this SOW may incur additional cost.

Motorola and the Customer will work to complete their respective responsibilities in accordance with the Project Schedule. Any changes to the Project Schedule must be mutually agreed upon by both parties in accordance with the change provisions of the Contract.

Unless specifically stated, Motorola will perform the work remotely. The Customer will provide Motorola personnel with access to their network and facilities so Motorola is able to fulfill its obligations. The Customer is responsible for acquisition and use of a remote access tool that complies with the regulations controlling use of the remote access tool. All work will be performed during normal business hours based on the Customer's time zone (Monday through Friday from 8:00 a.m. to 5:00 p.m.).

The number and type of software subscription licenses, products, or services provided by Motorola are specifically listed in the Contract and referenced in the SOW. Services provided under this SOW are governed by the mutually executed Contract between the parties, or Motorola's Master Customer Agreement and applicable addenda ("Contract").

AWARD, ADMINISTRATION, AND PROJECT INITIATION

Project Initiation and Planning will begin following the execution of the Contract between Motorola and the Customer. At the conclusion of Project Planning, Motorola's Project Manager (PM) will begin status meetings and provide status reports on a regular cadence with the Customer's PM. The status report will provide a summary of activities completed, activities planned, progress against the project schedule, items of concern requiring attention, as well as, potential project risks and agreed upon mitigation actions.

Motorola utilizes Google Meet as its teleconference tool. If the Customer desires to use an alternative teleconferencing tool, any costs incurred from the use of this alternate teleconferencing tool will be the responsibility of the Customer.



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QUOTE-3068625

FBI-CJIS SECURITY POLICY – CRIMINAL JUSTICE INFORMATION

CJIS Security Policy Compliance

Motorola does not believe our LPR and License Plate Recognition Technology offerings require compliance with the *FBI-CJIS Security Policy* (CJISSECPOL) based on the definition in Section 4 of CJISSECPOL and how the FBI-CJIS defines Criminal Justice Information. However, Motorola does design its products with the CJISSECPOL security controls as a guide. Motorola's LPR system design and features support best practice security controls and policy compliance. In the event of a CJIS technical audit request, Motorola will support the Customer throughout this process.

Personnel Security – Background Screening

Motorola will assist the Customer with completing the *CJIS Security Policy Section 5.12 Personnel Security* related to authorized personnel background screening when requested to do so by the Customer. Based on Section 5.12, a Motorola employee is defined as someone who is required to be on the Customer's property with unescorted access. Motorola employees will also have access to the Customer's network(s) and stored information. Motorola has remote access tools to support virtual escorted access to on-premises customer assets.

Additionally, Motorola performs independent criminal background investigations including name based background checks, credential and educational vetting, credit checks, U.S. citizen and authorized worker identity verification on its employees.

Motorola will support the Customer in the event of a CJIS audit request to validate employees assigned to the project requiring *CJIS Section 5.12 Personnel Security* screening and determine whether this list is up to date and accurate. Motorola will notify the Customer within 24 hours or next business day of a personnel status change.

Security Awareness Training

Motorola requires all employees who will support the Customer to undergo Level 3 Security Awareness Training provided by Peak Performance and their CJIS online training platform. If the Customer does not have access to these records, Motorola can facilitate proof of completion. If the Customer requires additional and/or separate training, Motorola will work with the Customer to accommodate this request at an additional cost.

CJIS Security Addendum

Motorola requires all employees directly supporting the Customer to sign the CJIS Security Addendum if required to do so by the Customer.

Third Party Installer

The Motorola-certified third party installer will work independently with the Customer to complete the Section 5.12 Personnel Security checks, complete Security Awareness Training and execute the CJIS Security Addendum.

COMPLETION CRITERIA

The project is considered complete once Motorola has completed all responsibilities listed in this SOW. The Customer's task completion will occur based on the Project Schedule to ensure Motorola is able to complete all tasks without delays. Motorola will not be held liable for project delays due to incomplete Customer tasks.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.



QUOTE-3068625

The Customer must provide Motorola with written notification if they do not accept the completion of Motorola responsibilities. Written notification must be provided to Motorola within ten (10) business days of task completion. The project will be deemed accepted if no written notification is received within ten (10) business days.

In the absence of written notification for non-acceptance, beneficial use will occur thirty (30) days after functional demonstration of the system.

SUBSCRIPTION SERVICE PERIOD

If the contracted system includes a subscription, the subscription service period will begin upon the Customer's receipt of credentials for access. The provision and use of the subscription service is governed by the Contract.

PROJECT ROLES AND RESPONSIBILITIES OVERVIEW

Motorola Project Roles and Responsibilities (if applicable)

The Motorola Project Team will be assigned to the project under the direction of the Motorola Project Manager. Each team member will be engaged in different phases of the project as necessary. Some team members will be multi-disciplinary and may fulfill more than one role.

In order to maximize effectiveness, the Motorola Project Team will provide various services remotely by teleconference, web-conference, or other remote method in order to fulfill our commitments as outlined in this SOW.

Our experience has shown customers who take an active role in the operational and educational process of their system realize user adoption sooner and achieve higher levels of success with system operation. The subsections below provide an overview of each Motorola Project Team Member.

Project Manager (PM)

The PM will be the principal business representative and point of contact for Motorola. The PM's responsibilities may include but are not limited to:

- Manage Motorola responsibilities related to the delivery of the project.
- Maintain the Project Schedule, and manage assigned Motorola personnel, subcontractors, and suppliers as applicable.
- Coordinate schedules of assigned Motorola personnel, subcontractors, and suppliers as applicable.
- Maintain project communications with the Customer.
- Identify and manage project risks.
- Coordinate collaboration of Customer resources to minimize project delays.
- Evaluate project status against Project Schedule.
- Conduct status meetings on mutually agreed upon dates to discuss project status.
- Provide timely responses to Customer inquiries and issues related to project progress.
- Conduct status calls with the Customer throughout the Project up to and including Go-Live.

System Technologist

The System Technologist (ST) will work with the Customer's Project Team on:

- Camera programing
- Camera alignment



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QUOTE-3068625

- Licensed Software Training
- Develop and submit Start Up and Commissioning Sign Off (SSU&C)

Technical Trainer / Instructor

The Technical Trainer / Instructor provides training in accordance with the Training Plan provided to the Customer.

Motorola-Certified Installer

The Motorola-certified installer is primarily responsible for installing in-car and fixed LPRs. There are specific requirements the 3rd party partner must meet in order to be considered a Motorola-certified installer, and they include (but are not limited to) the following:

Required Training

- SSU&C Onsite Training
 - Included Certification testing completed and passed
- Networking (must meet one of the following three requirements)
 - CompTia Network + Certification
 - Networking Degree in IT
 - Basic Networking RDS003
- ASE Certification for Mobile Installers
- Electrical Certification
 - Electrical Certification/Permitting
 - Low Voltage Certification
 - High Voltage Certification
- Equipment Certification
 - Bucket Truck Certification
 - Any applicable testing equipment certification

Other responsibilities the Motorola-certified installer may be involved in include the fixed and/or mobile installation of cellular routers, wired networks, poles, trenching, and conduit runs as well as the manufacturing and/or service of trailers. These activities will only be completed by Motorola if Motorola quotes these services; otherwise, the completion of these services are solely the responsibility of the Customer.

Customer Support and Services Team

The Customer Support and Services Team will provide on-going support to the Customer following Go-Live and final acceptance of the project.

Customer Project Roles and Responsibilities (if applicable)

Motorola has defined key resources that are critical to this project and must participate in all the activities defined in this SOW. During the Project Planning phase, the Customer will be required to provide names and contact information for the roles listed below. It is critical that these resources are empowered to make decisions based on the Customer's operational and administration needs. The Customer Project Team will be engaged from Project Initiation through Beneficial Use of the system. In the event the Customer is unable to provide the resources identified in this section, Motorola may be able to supplement these resources at an additional cost.



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QUOTE-3068625

Project Manager

The PM will act as the primary point of contact for the duration of the project. In the event the project involves multiple locations, Motorola will work exclusively with the Customer's primary PM. The PM's responsibilities will include, but are not limited to:

- Communicate and coordinate with other project participants.
- Manage the Customer Project Team including subcontractors and third-party vendors. This includes timely facilitation of tasks and activities.
- Maintain project communications with the Motorola PM.
- Identify tasks required of Customer staff that are outlined in this SOW and the Project Schedule.
- Consolidate all project inquiries from Customer staff to present to Motorola PM.
- Approve a deployment date offered by Motorola.
- Review Project Schedule with the Motorola PM and finalize tasks, dates, and responsibilities.
- Measure and evaluate progress against the Project Schedule.
- Monitor project to ensure resources are available as required.
- Attend status meetings.
- Provide timely responses to issues related to project progress.
- Liaise and coordinate with other agencies, Customer vendors, contractors, and common carriers.
- Review and administer change control procedures, hardware and software certification, and all related project tasks required to meet the deployment date.
- Ensure Customer vendors' readiness ahead of the deployment date.
- Assign one or more personnel to work with Motorola staff as needed for the duration of the project, including one or more representatives from the IT department.
- Identify a resource with authority to formally acknowledge and approve milestone recognition certificates, as well as, approve and release payments in a timely manner.
- Provide Motorola personnel with access to all Customer facilities where system equipment is to be installed. Temporary identification cards are to be issued to Motorola personnel, if required for access.
- Ensure remote network connectivity and access for Motorola resources, if applicable to the solution.
- Assume responsibility for all fees pertaining to licenses, permits, inspections and any delays associated with inspections due to required permits as applicable to this project.
- Provide reasonable care to prevent equipment exposure from contaminants that may cause damage to the equipment or interruption of service.
- Ensure a safe working environment for Motorola personnel.
- Identify and manage project risks.
- Provide signature(s) of Motorola-provided milestone recognition certificate(s) within ten (10) business days of receipt.

IT Support

IT Support manages the technical efforts and ongoing activities of the Customer's system. IT Support will be responsible for managing Customer provisioning and providing Motorola with the required information for LAN, WAN, server and client infrastructure.

The IT Support Team responsibilities include but are not limited to:

- Participate in delivery and training activities to understand the software and functionality of the system.
- Participate with Customer Subject Matter Experts (SMEs) during the provisioning process and associated training.



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QUOTE-3068625

- Authorize global provisioning decisions and be the Point of Contact (POC) for reporting and verifying problems.
- Monitor firmware updates
- Implement changes to Customer infrastructure in support of the proposed system.

Agency Manager

The Agency Manager will act as the primary POC upon project completion.

- Push internal requests for updates through appropriate channels
- Monitor all firmware updates and all other security measures for physical hardware as required by the Customer internal policies
- Administer users
- Audit reports
- Manage Hotlist and Hotlist functionality
- Attend Agency Manager training
- Oversee or act as the training POC
- Ensure all Authorized Users are aware of usage restrictions and any applicable terms related to the use of the LPR System
- Controls appropriate use and data storage policies as well as procedures for the data maintained outside the LPR system. This includes when any information is disseminated, extracted or exported out of the LPR system
- Controls and is responsible for developing the policies, procedures, and enforcement for applying deletion/purging and dissemination rules to information within and outside of the LPR system.
- Ensure data and system protection strategies are accomplished through the tools provided by Motorola for account and user management features along with audit and alert threshold features.

Subject Matter Experts (SMEs)

SMEs are a core group of users involved with the analysis, training and implementation process. The SMEs should be experienced users in their own respective field (evidence, dispatch, patrol, etc.) and should be empowered by the Customer to make decisions based on workflows and department policies related to the proposed system.

General Customer Responsibilities (If Applicable)

In addition to the Customer responsibilities listed above, the Customer is responsible for the following:

- Customer Site. If the Solution is to be installed at a Customer location ("Site"), the Solution will only be installed and/or evaluated at the Customer sites identified.
- Customer will be responsible for providing all necessary permits, licenses, and other approvals necessary for the installation and use of the Products and the performance of the Services at each applicable Site, including for Motorola to perform its obligations hereunder, and for facilitating Motorola's access to the Sites. This includes, but is not limited to providing a traffic safety plan to facilitate the safe deployment of all Equipment that is installed on, over, or near Sites with active roadways. No waivers of liability will be imposed on Motorola or its subcontractors by Customer or others at Customer facilities or other Sites, but if and to the extent any such waivers are imposed, the Parties agree such waivers are void. The Equipment used for the Services will only be located at such site.
- If the Solution is to be accessed remotely, Customer will only access Solution in the manner described by Solution documentation or as otherwise instructed by Motorola.



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QUOTE-3068625

- Site Conditions and Issues. Customer will ensure that (a) all Sites are safe and secure, (b) Site conditions meet all applicable industry and legal standards (including standards promulgated by OSHA or other governmental or regulatory bodies), (c) to the extent applicable, Sites have adequate physical space, air conditioning, and other environmental conditions, electrical power outlets, distribution, equipment, connections, and telephone or other communication lines (including modem access and interfacing networking capabilities), and (d) Sites are suitable for the installation, use, and maintenance of the Products and Services. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.
- All costs associated with permitting.
- Supply a proper power source to all Motorola Solutions provided equipment.
- Provide ALL points of attachment for hardware that include fixed LPR Cameras and associated equipment and ensuring all equipment is attached in accordance with local policies and codes.
- Supply any new infrastructure required to mount or attach the Motorola Solutions hardware to.
- Trenching as required for the purpose of running electrical power
- All poles and existing infrastructure that are not being purchased from Motorola as part of the LPR solution.
- All Utility locates needed for impacted areas.
- Providing the communications point of attachment for each site.
- When cellular service is used as the point of connection, customer is responsible for providing cellular service and SIM cards if they are not being purchased from Motorola as part of the LPR solution.
- All Customer-provided equipment, including third-party hardware and software needed for the proposed system but not listed as a Motorola deliverable. Examples include end user workstations, network equipment, etc.
- Configure, test, and maintain third-party system(s) that will interface with the proposed system.
- Establish an Application Programming Interface (API) for applicable third-party system(s) and provide documentation that describes the integration to the Motorola system.
- All work is to be performed by Motorola-certified installers. The Customer is responsible for work performed by non-certified installers.
- Upgrades to Customer's existing system(s) in order to support the proposed system.
- Mitigate the impact of upgrading Customer third-party system(s) that will integrate with the proposed system. Motorola strongly recommends working with the Motorola Project Team to understand the impact of such upgrades prior to taking action.
- Electronic versions of any documentation associated with business processes identified.
- Ability to participate in remote project meetings using Google Meet or a mutually agreed upon Customer-provided remote conferencing tool.
- Manage the Hotlist in accordance with the rules and regulations of the Customers State.

Motorola is not responsible for any delays that arise from Customer's failure to perform the responsibilities outlined in this SOW or delays caused by Customer's third-party vendor(s) or subcontractor(s).

NETWORK AND HARDWARE REQUIREMENTS

The following requirements must be met by the Customer prior to Motorola installing the proposed system:

- Provide network connectivity for the transfer and exchange of data for the proposed system.
- Provide remote access for Motorola personnel to configure the system and conduct diagnostics.
- Provide Internet access to fixed and mobile equipment.
- Provide devices such as workstations, tablets, and smartphones with Internet access for system usage. Chrome is the recommended browser for optimal performance. The workstations must support MS Windows 11 Enterprise.



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QUOTE-3068625

- Provide and install antivirus software for workstation(s).
- Provide Motorola with administrative rights to Active Directory for the purpose of installation, configuration, and support (if applicable).
- Ensure required traffic is routed through Customer's firewall.

Motorola is not responsible for any costs or delays that arise from Customer's failure to meet network and hardware requirements.

PROJECT PLANNING

A clear understanding of the needs and expectations of Motorola and the Customer is critical to fostering a collaborative environment of trust and mutual respect. Project Planning requires the gathering of specific information to set clear project expectations and guidelines, as well as lay the foundation for a successful implementation.

Project Planning Session (if applicable)

A Project Planning Session will be scheduled after the Contract has been executed. The Project Planning Session is an opportunity for the Motorola and Customer PM to meet prior to the Project Kickoff Meeting and review key elements of the project and expectations. Depending on the items purchased, the agenda will typically include:

- A high level review of the following project elements:
 - Contract documents.
 - A summary of contracted applications and hardware as purchased.
 - Customer's involvement in project activities to confirm understanding of scope and required time commitments.
 - A high level Project Schedule with milestones and dates.
- Confirm CJIS background investigations and fingerprint requirements for Motorola employees and/or subcontractors.
- Confirm Customer location for Motorola to ship their equipment for installation.

Motorola Responsibilities

- Schedule the remote Project Planning Session.
- Request the assignment of Customer Project Team and any additional Customer resources that are instrumental to the project's success.
- Provide the initial Project Schedule.
- Baseline the Project Schedule.
- Review Motorola's delivery approach.
- Document mutually agreed upon Project Kickoff Meeting Agenda.
- Request user information required to establish the Customer in associated training portals.

Customer Responsibilities

- Identify Customer Project Team and any additional Customer resources that are instrumental to the project's success.
- Acknowledge the mutually agreed upon Project Kickoff Meeting Agenda.
- Provide approval to proceed with the Project Kickoff Meeting.



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Motorola Deliverables

- Project Kickoff Meeting Agenda.

Project Kickoff (if applicable)

Motorola will work with the Customer to understand the impact of introducing a new solution and the preparedness needed for a successful implementation.

Note – The Detail Design Review (DDR), if applicable, is completed during the pre-sales process and normally completed prior to Contract award. Delay in the DDR review may impact the project schedule. Motorola will not be responsible for additional costs or delays incurred for Customer requested changes to the DDR.

Motorola Responsibilities

- Review Contract documents including project delivery requirements as described in this SOW.
- Discuss the deployment start date and deliver the Deployment Checklist.
- Discuss Mobile LPR equipment installation activities and responsibilities.
- Discuss Fixed LPR installation activities and responsibilities.
- Discuss project team participants and their role(s) in the project with fulfilling the obligations of this SOW.
- Review resource and scheduling requirements.
- Review the DDR, arranging for additional meeting for review as needed
- Review the Credentials Form
- Discuss Motorola remote system access requirements (24-hour access to a secured two-way Internet connection through the Customer's firewall for the purpose of deployment and maintenance).
- Complete all necessary documentation (i.e. fingerprints, background checks, card keys, etc.) required for Motorola resources to gain access to Customer facilities.
- Discuss the Training Plan.
- Review and agree on completion criteria and the process for transitioning to support.

Customer Responsibilities

- Provide feedback on project delivery requirements.
- Review the Deployment Checklist.
- Review the roles of project participants to identify decision-making authority.
- Grant Motorola Support access in the License Plate Recognition Technology program
- Validate non-disclosure agreements, approvals, and other related items are complete (if applicable).
- Provide all documentation (i.e. fingerprints, background checks, card keys, etc.) required for Motorola resources to gain access to Customer facilities.

Motorola Deliverables

- Project Kickoff Meeting Minutes
- Deployment Checklist





PROJECT EXECUTION

Hardware Procurement and Installation (if applicable)

Motorola will procure contracted hardware as part of the ordering process. The Customer is responsible for providing an installation environment that meets manufacturer's specifications for the hardware, which includes but is not limited to:

- Power
- Heating and Cooling
- Network Connectivity
- Access and Security
- Conduit and Cabling

Motorola Responsibilities

- Procure contracted equipment and ship to the Customer's designated location.
- Verify remote connection to hardware.
- The installer will be responsible for installing all Motorola provided hardware.
- Installer will utilize a certified electrician when wiring power to equipment.
- Verify whether the hardware is properly installed, connected to the network, and positioned to capture license plate data. (if applicable).
- Create a Trip Report outlining the activities completed during configuration and testing of system hardware.

Customer Responsibilities (if applicable)

- Provide Motorola with the correct IP address(es) for configuration
- Ensure the Customer's network is operational.
- Inventory LPR equipment after arrival at Customer location.
- Procure Customer-provided equipment and make it available at the installation location.
- Install backend server in Customer's designated area (if applicable).
- Confirm the server room complies with environmental requirements (i.e. power, uninterruptible power, surge protection, heating/cooling, etc.)(if applicable).
- Verify the server is connected to the Customer's network and installed for use.(if applicable)
- Conduct a power-on test to validate the installed hardware and software are ready for configuration.
- Provide, install, and maintain antivirus software for server(s) and/or workstation(s).
- Enable outgoing network connection (external firewall) to License Plate Recognition Technology
- Install Customer-supplied Access Points (if applicable).
- Verify all equipment directly connected to power is properly installed and connected to the network (if applicable).
- For remote deployments, the Customer is responsible for verifying all equipment is connected to their network
- Confirm access to installed software on Customer-provided workstation(s).

Motorola Deliverables

- Contracted Equipment





QUOTE-3068625

Mobile LPR Camera System (If Applicable)

The Motorola-certified installer will complete the installation of the Mobile LPR system(s) within the Customer-provided vehicle(s) or selected location. The installer may also be responsible for installing cellular routers or Wi-Fi radios inside the vehicle(s) for wireless upload of video and images.

The Customer vehicles must be available for the ST to complete the configuration and testing of the contractual number of Mobile LPR cameras. If the Customer does not have all vehicles available during the agreed upon date and time, the Customer may opt to sign-off on the number of Mobile configurations completed. If the Customer requires the ST to complete the full contractual number of Mobile LPR Cameras at a later date and time, additional cost may be incurred.

Note – The Pricing Page will reflect the Mobile LPR installation services by Motorola if Motorola is responsible for the installations.

Motorola Responsibilities

- Setup server for Mobile LPR digital video recorder (DVR) configuration.
- Create configuration USB used to complete Mobile LPR hardware configuration and validation.
- Travel to the Customer site to conduct configuration and testing of Mobile LPRs.
- Complete Mobile LPR configuration on a single vehicle, and validate the configuration with the Customer.
- Point and aim the Mobile LPR camera for image capturing.
- Install Licensed Software on Customer-provided mobile data terminal (MDT)
- Configure MDT Network Card
- Enable AI in Video Manager
- Configure NetMotion (if applicable)
- Receive Customer approval to proceed with remaining Mobile LPR configurations.
- Complete remaining contracted vehicle configurations.
- Test a subset of completed Mobile LPR hardware configurations.
- For Motorola-certified installer, complete the installation of cellular router and confirm placement of antenna mounting with Customer (if applicable).
- The Motorola-certified installer will install Customer-provided SIM card into cellular router and connect cellular router to the Mobile LPR (if applicable).

Customer Responsibilities

- Provide Motorola with remote connection and access credentials to complete Mobile LPR hardware configuration.
- Notify Motorola of the vehicle installation location.
- Coordinate and schedule date and time for Mobile LPR hardware configuration(s).
- Make Mobile LPR hardware available to Motorola for configuration and testing in accordance with the Project Schedule.
- Provide cellular SIM Card for Internet connectivity to the installer at time of installation.

Motorola Deliverables

- Complete Configuration and camera aiming as it applies to the proposed solution.



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QUOTE-3068625

Fixed LPR Camera System Configuration (If Applicable)

The Motorola-certified installer will complete the installation of the Fixed LPR system(s) within the Customers designated locations. The installer may also be responsible for installing cellular routers or Wi-Fi radios for wireless upload of video and images. In the instance where Customer has purchased a self-deploy or quick-deploy camera without deployment or installation, the below Motorola responsibilities will be absorbed by the Customer.

Motorola Responsibilities

- Review preliminary plans for installation
- Verify with customer that proper permits and authorizations have been obtained
- Identify installation locations (pole or infrastructure asset) on which to install the Fixed LPR camera
- Motorola-certified installer will install the Fixed LPR camera
- Point and aim the Fixed LPR camera for image capturing
- Install License Plate Recognition Technology Software

Customer Responsibilities

- Approve installation locations
- Obtain necessary permits and authorizations
- Provide power to installation locations
- Provide any required trenching
- Coordinate with local utility companies in the case of any interrupted service requests or instances

NOTE - The Customer is responsible for having all vehicles and devices available for installation per the Project Schedule. All cellular data fees and Internet connectivity charges are the responsibility of the Customer. When cellular service is used as the point of connection, customer is responsible for providing cellular service, and SIM cards if they are not being purchased from Motorola as part of the LPR solution. If a Motorola-certified installer is not used for installation, Motorola is not responsible for any errors in hardware installation, performance or delays in the Project Schedule. In the event the Customer takes on the responsibility of installing LPR cameras through a Motorola-certified installer, Motorola is also not responsible for any errors in hardware installation, performance or delays in the Project Schedule. For in-car LPR installations, an MDT is required for all vehicles (if applicable).

Automatic License Plate Recognition (ALPR) Commissioning (If Applicable)

This section highlights the responsibilities of Motorola and the Customer when a Motorola In-Car Video (ICV) system interfaces with the LPR database.

Motorola Responsibilities

- Create a Customer account in the LPR data system with authorized user emails.
- Verify License Plate Recognition Technology software has been installed and launched per the Quickstart Guide.
- Provide Mobile LPR - Officer Safety Basic and Advanced Pre-Installation Checklist.
- Provide Agency Manager with Training Materials and Licensed Software MDT installation guide.
- Advise Agency Manager of different options available to add new users.
- Confirm Agency Manager is aware of registration required for Hotlists.
- Confirm Agency Manager understands how to set up data-sharing.



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Customer Responsibilities

- Identify the Agency Manager.
- Register to receive access to Hotlists.

SOFTWARE INSTALLATION AND CONFIGURATION (IF APPLICABLE)

Motorola will install LPR software on a specified number of workstations. The Customer will be responsible for installing the software on the remaining workstations.

Licensed Software for the Mobile LPR Solution

Licensed Software is used in conjunction with Mobile LPR cameras. Installation consists of the following activities:

- Network discovery.
- Operating system and software installation.
- Onboarding user / system identity set up.
- Provide user access to the application.

License Plate Recognition Technology

License Plate Recognition Technology software is a cloud solution that does not require an onsite server and supports the full LPR Solution.

Motorola Responsibilities

- Based on Customer feedback, perform the following activities:
 - Create users, groups, and permissions.
- Test to ensure software is accessible to the Customer

Customer Responsibilities

- Verify traffic can be routed through Customer's firewall and reaches end user workstations.

CloudConnect Installation and Configuration (applicable for CommandCentral Aware purchase)

Motorola Responsibilities

- Verify remote access capability.
- Remotely configure CloudConnect Virtual Machine within the Cloud Anchor Server.
- Configure network connectivity and test connection to the CloudConnect Virtual Machine.
- Create an IPSEC tunnel.
- Provide Customer with the information for setting up the IPSEC tunnel.

Customer Responsibilities

- Provide Motorola with two static IP addresses, corresponding subnet masks/default gateway, and available NTP and DNS IP for the CloudConnect Virtual Machine and the Cloud Anchor Server.
- Confirm with Motorola the network performance requirements are met.
- Configure firewall to allow traffic from IPSEC tunnel.

Completion Criteria

- CloudConnect Virtual Machine configuration is complete and accessible throughout the network.





QUOTE-3068625

CommandCentral Evidence (if applicable)

Motorola will work with the Customer to determine best industry practices, current operations environment, and subsystem integration to ensure optimal configuration of your CommandCentral Evidence solution.

Motorola Responsibilities

- Use the CommandCentral Admin Portal to provision users, groups, and rules based on Customer Active Directory data.
- Guide the Customer in the configuration of CommandCentral Evidence.

Customer Responsibilities

- Supply access and credentials to Customer's Active Directory for the purpose of Motorola conducting CommandCentral Evidence provisioning.
- Respond to Motorola's inquiries regarding users, groups and agency mapping to CommandCentral Evidence.
- Provision policies, procedures, and user permissions.
- Configure evidence as directed by Motorola.

Third-Party Interfaces (if applicable)

The integration between Motorola's LPR system and the Customer's third-party system may consist of an iterative series of activities depending on the complexity of accessing the third-party system. Interfaces will be installed and configured in accordance with the Project Schedule. The Customer is responsible for engaging third-party vendors as required to facilitate connectivity and testing of the interface(s).

Motorola Responsibilities

Develop and configure interface(s) to support the functionality described in the Solution Description.

Establish and validate connectivity between Motorola and third-party systems.

Perform functional demonstration to confirm the interface(s) can transmit and receive data to the Customer's digital evidence management system.

Customer Responsibilities

- Act as liaison between Motorola and third-party vendor(s) as required to establish connectivity to the LPR system.
- Provide personnel authorized to make changes to the network and third-party systems to support Motorola's integration efforts.
- Provide network connectivity between the LPR and the third-party system(s).
- Provide information on API, SDKs, data scheme, and any documentation necessary to establish interfaces with all local and remote systems. This information should be provided to the Motorola PM within ten (10) business days of the Interface Engagement Meeting.

NOTE - At the time of initial design, unknown circumstances, requirements or anomalies may present difficulties with interfacing Motorola products to a third-party application. These difficulties could result in a poorly performing or a non-functional interface. By providing Motorola with this information early in the deployment process, will put us in the best position to mitigate these potential issues. If the resolution requires additional third-party integration, application upgrades, APIs, and/or additional software licenses, the Customer is responsible for addressing these issues at their cost. Motorola is not responsible for any delays or costs associated with third-party applications or





QUOTE-3068625

Customer-provided third-party hardware or software. All APIs provided by Motorola or integrations with third-party software are provided AS IS. Motorola is not liable for any claims or damages associated with third party applications, or Customer-provided third party hardware or software.

SYSTEM TRAINING

The objective of this section is to prepare for and deliver training. Motorola training consists of computer-based (online) and instructor-led (on-site or remote). Our training delivery methods will vary depending on course content. Training will be delivered in accordance with the Training Plan. As part of our training delivery, Motorola will provide user guides and training materials in an electronic format.

Online Training (if applicable)

Online training is made available to the Customer through LXP and/or Motorola vetted third party platforms.

Motorola Responsibilities

- Designate a LXP Administrator to work with the Customer (if applicable).
- Establish an accessible instance of LXP for the Customer (if applicable).
- Configure a Customer-specific portal view.
- Organize content to align with Customer's selected technologies.
- Create initial Customer user accounts and a single Primary Administrator account..
- Provide technical support for user account and access issues, LXP functionality, and Motorola managed content (if applicable).
- Provide instruction to Customer on building groups.
- Coordinate third party platform usage and additional course offerings

Customer Responsibilities

- Provide user information for the initial creation of accounts.
- Complete LXP Administrator training (if applicable).
- Ensure network and Internet connectivity for Customer access to training platforms.

Instructor-Led Training (On-Site and/or Remote, if applicable)

Instructor-led courses are based on products purchased and the Customer's Training Plan.

Motorola Responsibilities

- Deliver User Guides and training materials in an electronic format.
- Perform training in accordance with the provided Training Plan.
- Provide the Customer with training attendance rosters and summarize any pertinent information that may impact end user training.

Customer Responsibilities

- Supply classroom(s) with the required computer and audio-visual equipment for training.
- Designate training representatives who will work with the Motorola trainer(s) to deliver the training content.
- Facilitate training of all Customer end users in accordance with the Customer's Training Plan.



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Motorola Deliverables

- Electronic versions of User Guides and training materials.
- Attendance rosters.

PROJECT GO-LIVE, CLOSURE, AND HANDOVER TO SUPPORT

Motorola will utilize the Deployment Checklist throughout the deployment process to verify features and functionality are in line with installation and configuration requirements. The Customer will witness the ST demonstrating the Deployment Checklist and provide feedback as features and functionality are demonstrated. The Customer is considered Live on the system after the equipment has been installed, configured, and made available for use, and training has been delivered or made available to the Customer.

Upon the conclusion of Go-Live, the project is prepared for closure. Project closure is defined as the completion of tasks and the Customer's receipt of contracted components. The Deployment Checklist serves as the artifact that memorializes a project closure. A System Acceptance Certificate will be provided to the Customer for signature to formally close out the project. The Customer has ten (10) business days to provide Motorola with a signed System Acceptance Certificate. If the Customer does not sign off on this document or provide Motorola written notification rejecting project closure, the project will be deemed closed. Upon project closure, the Customer will engage with Technical Support for on-going needs in accordance with the Customer's specific terms and conditions of support.

Motorola Responsibilities

- Provide the Customer with Motorola Technical Support engagement process and contact information.
- Provide Technical Support with the contact information of Customer users who are authorized to engage Technical Support.
- Ensure Deployment Checklist is complete.
- Obtain Customer signature on the System Acceptance Certificate.
- Provide Customer survey upon closure of the project.

Customer Responsibilities

- Within ten (10) business days of receiving the System Acceptance Certificate, provide signatory approval signifying project closure.
- Provide Motorola with the contact information of users who are authorized to engage Motorola's Technical Support.
- Engage Technical Support as needed.

Motorola Completion Criteria

- Provide Customer with survey upon closure of the project.





QUOTE-3068625

ASSUMPTIONS

This SOW is based on the following list of assumptions (if applicable):

- Customer is aware of and abiding by their States' laws, mandates and requirements in relation to the Hotlist
- Pole installations will be done on grassy/dirt/gravel areas or sites where excavation can easily be done with standard auger equipment.
- Site conditions meet all applicable industry and legal standards (including standards promulgated by OSHA or other governmental or regulatory bodies)
- Information provided and approved in the Presales DDR process was accurate



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QUOTE-3068625

LPR REMOTE MONITORING SERVICE

STATEMENT OF WORK

OVERVIEW

The Remote Monitoring service provides Motorola Solutions' Network Operations Center ("NOC") with operational status of Customer's LPR cameras, enabling the NOC to provide proactive technical support response to defined alerts from the Customer's camera system. When an actionable event takes place, it becomes an incident. Centralized Managed Support Operations ("CMSO") technologists acknowledge and assess these incidents, and initiate a defined response.

This Statement of Work ("SOW"), including all of its subsections and attachments, is an integral part of the applicable agreement and applicable addenda ("Agreement") between Motorola Solutions, Inc. ("Motorola Solutions") and the customer ("Customer"). All services provided under this SOW shall be governed by the terms of the Agreement.

DESCRIPTION OF SERVICE

This service is made up of two main components:

1. Upon initial purchase of this Service, Motorola Customer Representatives will onboard the Customer to receive service.
2. The alerts will be monitored and responded to by the NOC.

Alerts will be generated based on the health status of the camera. These alerts may be tied to events like a camera losing power or not recording detections after a defined period of time.

SCOPE

Remote Monitoring service will provide a response to detected health status alerts. The NOC will begin the standard troubleshooting process on the system directly and initiate the appropriate next steps.

MOTOROLA SOLUTIONS RESPONSIBILITIES

- Verify connectivity and event monitoring prior to system acceptance or start date of the Service.
- Once alerted, create an incident, as necessary. Gather information to perform the following:
 - Describe the event
 - Assign and track the incident to resolution (if applicable)
- Electronically transmit the Incident ticket to the Customer.
- Maintain communication as needed with the Customer in the field until incident resolution.
- Upon request, provide updates on incident resolution to the Customer.
- If the Customer would like to have an on-site technician dispatched, LPR Standard On-site Replacement is an optional solution available for purchase with associated fees.



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QUOTE-3068625

LIMITATIONS AND EXCLUSIONS

The following activities are outside the scope of the LPR Remote Monitoring service:

- Motorola Solutions will not monitor alerts from any elements outside of the Customer's identified LPR solution, or monitor infrastructure provided by a third party, unless specifically agreed upon in writing. Monitored elements must be within the Motorola LPR Solution and capable of sending alerts to the monitoring platform.
- Customer shall inform Motorola Solutions of any changes made to the Motorola Solutions System. Motorola Solutions is not responsible or liable for Services necessary due to such changes. Additional support charges above contracted service agreement fees may apply if Motorola Solutions determines that system faults were caused by the Customer or a third party making changes to the System without written approval from Motorola Solutions.
- Monitoring of network transport, such as WAN ports, WAN Cloud and redundant paths, unless provided by supplemental service outside this standard scope.
- On-site visits required to resolve technical issues that cannot be resolved by working remotely with the Customer's technical resource.
- System installations, hardware upgrades and expansions.
- Customer training.
- Hardware repair and/or replacement.
- Network security services.
- Information Assurance.
- Customer-provided or third-party equipment, services or software not provided by Motorola.

CUSTOMER RESPONSIBILITIES

- Provide internet connectivity for the camera(s) included in this service, unless otherwise provided as agreed upon by Motorola Solutions.
- Purchase camera licenses for any cameras covered by this service.
- Provide access to the camera as needed for troubleshooting efforts.
- Provide continuous utility service to any Motorola Solutions supported equipment installed or used at the Customer's premises to support delivery of the service. The Customer agrees to take reasonable due care to secure the Motorola Solutions supported equipment from theft or damage while on the Customer's premises.
- Prior to contract start date, provide Motorola Solutions with pre-defined information necessary to complete a Customer Support Plan (CSP), including:
 - Incident notification preferences and procedure
 - Repair verification preference and procedure
 - Database and escalation procedure forms
- Submit timely changes in any information previously supplied to Motorola Solutions and included in the CSP.
- Notify the CMSO when the Customer performs any activity that impacts the system. Activity that impacts the system may include, but is not limited to: installing software or hardware upgrades, performing upgrades to the network, renaming elements or devices within the network, moving (including installing/reinstalling/deinstalling) cameras, and taking down part of the system to perform maintenance. All such changes must be communicated through the opening of a Change ("CRQ") ticket with the NOC.
- Allow Motorola Solutions field service technician, if designated in the CSP, access to remove Motorola Solutions-owned monitoring equipment upon cancellation of service.



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QUOTE-3068625

- Provide Motorola Solutions with all Customer-managed passwords required to access the Customer's system upon request, when opening a request for service support, or when needed to enable response to a technical issue.
- Pay additional support charges above the contracted service agreements that may apply if it is determined that system faults were caused by the Customer or a third party making changes to the System without written approval from Motorola Solutions, or if Customer-provided network connectivity is not capable of supporting consistent heartbeat event transmission. Additional fees may be necessary to resolve an issue, based on the exclusions above.
- Cooperate with Motorola Solutions and perform reasonable or necessary acts to enable Motorola Solutions to provide these services.

RESPONSE TIMES

In the event of an incident, a ticket is opened. Motorola Solutions will provide an initial response during normal business hours: 8:00 a.m. to 5:00 p.m, Monday through Friday; excluding statutory (Federal and State) holidays, and excluding Customer-specific holidays when a Customer representative would not be available to collaborate with the CMSO Service Desk. Motorola's response time will be based on Customer's local time zone.

Upon ticket opening, the CMSO Service Desk and Technical Support will determine if a replacement camera and/or solar panel will be required to resolve the incident. Motorola will then notify Customer to request an advance replacement unit through their warranty coverage.

If On-site Standard Replacement has been purchased and meets requirements, the Customer will then notify the Service Desk upon receipt of the replacement unit. Motorola will aim to have a Field Service Technician arrive on-site within 8 hours of confirmation that Customer has received the replacement unit.



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LPR STANDARD ON-SITE REPLACEMENT STATEMENT OF WORK

OVERVIEW

Motorola Solutions' LPR Standard On-site Replacement service provides incident management for on-site technical service requests associated with hardware replacement provided under warranty or extended warranty. The service is delivered by Motorola's Centralized Managed Support Operations ("CMSO") in cooperation with a local service provider.

This Statement of Work ("SOW"), including all of its subsections and attachments, is an integral part of the applicable master agreement and any applicable addenda ("Agreement") between Motorola Solutions, Inc. ("Motorola") and the customer ("Customer"). All services provided under this SOW shall be governed by the terms of the Agreement.

LPR On-site Replacement Service may also be referred to herein as On-site Support.

DESCRIPTION OF SERVICE

The Motorola CMSO team will receive a request for support that may ultimately require replacement of the hardware under warranty. This replacement will then result in a request for on-site service.

The dispatched field service technician will travel to the Customer's location to restore the system in accordance with Section 1.8: Response Times.

Motorola will manage incidents as described in this SOW. The CMSO Service Desk will maintain contact with the field service technician until incident closure.

GEOGRAPHIC AVAILABILITY

LPR Standard On-site Replacement is available in the United States where certified Motorola servicers are present. Response times are based on the Customer's local time zone, availability of personnel and equipment, and site location.

INCLUSIONS

LPR Standard On-site Replacement Service is provided for Motorola-manufactured equipment, specifically the L6Q camera and associated solar panel, whose installed height is reachable using a maximum 14-foot A-frame ladder. In addition, the equipment must be covered by a warranty plan with advanced replacement as a prerequisite for the LPR Standard On-site Replacement Service.

LIMITATIONS AND EXCLUSIONS

The following items are excluded from this service:

- All Motorola-manufactured equipment beyond the post-cancellation support period.
- Any technical service requests related to equipment or hardware no longer under warranty, third-party equipment or software, including Broadband Services and related hardware.
- Physically damaged equipment.
- Accessories and consumable items including, but not limited to, batteries, connectors, cables, toner or ink cartridges, tower lighting, laptop computers, monitors, keyboards and mouse.



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QUOTE-3068625

- Retrieval of video from malfunctioning LPR Cameras.
- Construction related services and poles.
- Procurement or use of a Bucket Truck or any specialized equipment for accessing or servicing equipment above 14-foot height.
- Permitting (unless otherwise agreed upon by parties in writing), local licensing and coordination and costs associated with Public Safety.
- State or City-specific specialty contractor licenses.
- Procuring or coordinating traffic control where the service is to be performed.
- Any electrical or utility work that may be found to be required to restore operation of the equipment.
- RF infrastructure and backhaul components, including but not limited to, antennas, transmission lines, antenna dehydrators, microwave, line boosters, amplifiers (such as tower top amplifiers and bi-directional amplifiers), logging recorders, data talker wireless transmitters, short haul modems, combiners, multicouplers, duplexers, shelters, shelter HVAC, generators, UPS's and test equipment.
- Racks, furniture and cabinets.
- Tower and tower-mounted equipment
- Non-standard configurations, customer-modified equipment, and certain third-party equipment, software or solutions.
- Any services and replacements during unsafe conditions, including but not limited to Acts of God, Natural Disasters and unsafe weather and site conditions.

MOTOROLA SOLUTIONS RESPONSIBILITIES

- Receive service requests.
- Dispatch a field service technician, as necessary and in accordance with Motorola standard procedures, and provide necessary incident information.
- Provide the required personnel access to relevant Customer information, as needed.
- Motorola Solutions field service technician will perform the following on-site:
 - If applicable, evaluate the customer's environment and equipment to determine the source of the issue. This may result in restoration of camera functionality without replacement.
 - If necessary, replace defective LPR Equipment, per the warranty or extended warranty coverage associated with the defective equipment.
 - Technician will be equipped with the tools and documentation needed to perform the work and will supply ancillary materials required to perform the service
 - Update the component with the latest Firmware and/or Software updates and confirm updates.
- Close the incident upon receiving notification from the Customer or Motorola field service technician, indicating the incident is resolved.
- Provide incident activity reports to the Customer, if requested.

CUSTOMER RESPONSIBILITIES

- Prior to start date, provide Motorola with the following pre-defined Customer information and preferences necessary:
 - Incident notification preferences and procedure
 - Repair verification preference and procedure
 - Database and escalation procedure forms
- As part of service onboarding, establish a Maintenance User Account (username/login) that is to be provided to the responding on-site technician, to be utilized by the technician in effecting camera configuration as needed.



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QUOTE-3068625

- Submit timely changes to any information, previously supplied to Motorola, which is needed for Motorola to perform the service.
- Provide the following information when initiating a service request:
 - Serial number of Camera
 - Assigned System ID number
 - Problem description and site location
 - Other pertinent information requested by Motorola to open an incident
- Provide field service technician with prompt and safe access to equipment
 - Customer will ensure that (a) all Sites are safe and secure, (b) Site conditions meet all applicable industry and legal standards (including standards promulgated by OSHA or other governmental or regulatory bodies), (c) to the extent applicable, Sites have adequate physical space, air conditioning, and other environmental conditions, electrical power outlets, distribution, equipment, connections, and telephone or other communication lines (including modem access and interfacing networking capabilities), and (d) Sites are suitable for the installation, use and maintenance of the Products and Services. Customer is responsible for providing a security detail to facilitate a safe working environment, at Motorola's request, while a Motorola employee or servicer/subcontractor is conducting on-site demonstrations, installations or site walks. If Motorola or Customer identifies any deficiencies or non-conformities in the Site, Customer will promptly remediate such issues or the Parties will select a replacement Site.
- Maintain and store software needed to restore the system in an easily accessible location.
- Maintain and store proper system backups in an easily accessible location.
- Cooperate with Motorola and perform reasonable or necessary acts to enable Motorola to provide these services.
- Provide a primary onsite contact to be available, as needed, to the Motorola technician.
- In the event that Motorola agrees in writing to provide supplemental LPR On-site Replacement Services to Customer-provided third-party elements, the Customer agrees to obtain and provide applicable third-party consents or licenses to enable Motorola to provide the service. All services provided by Motorola in this case are provided AS IS with no warranties or representations. Additionally, Motorola disclaims all liability for any claims related to supplemental services and third-party elements.
- Customer responsible to complete the advanced replacement cycle and return camera.
- Customer responsible for ensuring the solar panels and camera lenses are inspected and cleaned annually.

RESPONSE TIMES

In the event of an incident, a ticket is opened. Motorola will provide an initial response during normal business hours: 8:00 a.m. to 5:00 p.m, Monday through Friday; excluding statutory (Federal and State) holidays, and excluding Customer-specific holidays when a Customer representative would not be available to collaborate with the CMSO Service Desk and onsite technician. Motorola's response time will be based on Customer's local time zone, availability of personnel and equipment and site location.

Upon ticket opening, the CMSO Service Desk and Technical Support will determine if a replacement camera and/or solar panel will be required to resolve the incident. Motorola will then notify Customer to request an advance replacement unit through their warranty coverage. Customer will then notify the Service Desk upon receipt of the replacement unit. Motorola will aim to have a Field Service Technician arrive on-site within 8 hours of confirmation that Customer has received the replacement unit.



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Purchase Order Checklist NA OM

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead
(PO will not be processed without this)

PO Number/ Contract Number

PO Date

Vendor = Motorola Solutions, Inc.

Payment (Billing) Terms/ State Contract Number

Bill-To Name on PO must be equal to the *Legal* Bill-To Name

Bill-To Address

Ship-To Address (If we are shipping to a MR location, it must be documented on PO)

Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)

PO Amount must be equal to or greater than Order Total

Non-Editable Format (Word/ Excel templates cannot be accepted)

Tax Exemption Status

Signatures (As required)

NOTE: When an email order is submitted a confirmation is sent from Motorola AutoNotify referencing a **case number**.

Once checklist is complete, order still must go through **Order Validation/Credit Approval**