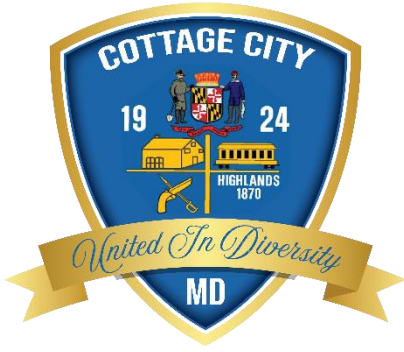




April Work Session Agenda

Tuesday, April 01, 2025 at 6:30 PM

Hybrid Meeting

3820 40th Avenue Cottage City, Maryland 20722

This meeting will be hosted on Zoom

ONLY: <https://us02web.zoom.us/j/89670225884?pwd=eklVZW03UElvNW03TzJFcjBOTmR2Zz09>

Phone: 301-715-8592 | Meeting ID: 896 7022 5884 | Passcode: 922160

Call to Order and Roll Call

Review of Agenda

Swearing-In of Election Judges

- [1.](#) Election 2025 Judges

Proposed Town Tax Rate Schedule (CYTR)

Old Business

- [2.](#) Old Firehouse Project (Commission Discussion)

New Business

- [3.](#) Resolution 2025-04: Authorizing Town Manager To Coordinate Usage of Town Bus & Van (Commission Discussion)
- [4.](#) Ordinance 2025-01: Establishing A Resident Only Zone Along Cottage Terrace Between 4:00 PM until 7:00 PM (Commission Discussion)
- [5.](#) Town Hall Lawn Maintenance Contracts (Commission Discussion)
- [6.](#) Using AI to Catch Up on Backlog of Meeting Minutes (Commission Discussion)
- [7.](#) MML Services: Goal Building, Team Building, Prioritizations, Roles & Responsibilities (Commission Discussion)

Public Comments

Anyone seeking to speak under Public Comments must sign in prior to the end of the Commission Work Session. There is a 3-minute time limit. When you come up to speak, you will need to state your name, address, what organization that you represent and your topic of concern(s).

Notice of Closed Session

Statutory authority to close session (check all provisions that apply). This meeting will be closed under General Provisions Art. § 3-305(b) only:

(1)___ "To discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; any other personnel matter that affects one or more specific individuals"; (7)___ "To consult with counsel to obtain legal advice";

The Commission proposed to go into a closed session to discuss Old Firehouse & CCPD Matters.

All meetings are subject to closure pursuant to the Maryland Open Meetings Act: Pursuant to the Annotated Code of Maryland, State Government Article Section 10-508(a), the Council by majority vote may retire to executive or closed session at any time during the meeting. Should the Commission retire to executive or closed session the Chair will announce the reasons and a report will be issued at a future meeting disclosing the reasons for such closed session.

03-31-2025

MEMBERS OF THE BOARD ELECTIONS 2025

- Ward 1 - Angela Jenkins
- Ward 2 - Frederick Hill
- Ward 3 - Richard Anderson
- Ward 4- Demetrices Ramsey

TOWN OF COTTAGE CITY

RESOLUTION: 2025-04

SESSION: Regular Town Meeting

DATED: April 9, 2025

A RESOLUTION APPROVING A POLICY TO AUTHORIZE THE TOWN MANAGER TO SCHEDULE THE USE OF THE TOWN SHUTTLE BUS / TOWN VAN WHEN A REQUEST IS MADE BY OUTSIDE INDIVIDUALS OR AGENCIES.

WHEREAS, from time to time individuals or agencies approach the Town Manager to use the Town Shuttle Bus / Town Shuttle Van; and

WHEREAS, in an effort to expedite the approval process, the Town Commissioners have decided to come up with a Town policy; and

NOW, THEREFORE, BE IT RESOLVED, by the Commissioners for the Town of Cottage City, sitting in a special or regular town meeting this 9th day of April, 2025 hereby adopts this policy to authorize the Town Manager to schedule the use of the Town Shuttle Bus / Town Van when a request is made by outside individuals, entities or agencies with the following conditions:

1. The Cottage City Commission shall authorize the Town Manager to approve the use of the Town Shuttle Bus/Town Van when a request is made by an outside entity or agency; however, the bus or van will not be approved for use by an unsponsored or unaffiliated individual unless expressly approved in writing by the Cottage City Commission.
2. An affiliated or sponsored operator must provide written documentation showing that he or she is properly authorized to drive a passenger vehicle on behalf of another municipality, entity, non-profit association, firm or corporation.
3. The authorized Individual/Agency/Entity is required to sign a liability waiver protecting the Town from liability in case of accident or injury while using the Town Shuttle Bus / Town Van.
4. A valid Certificate of Insurance must be provided to the Town Manager before an operator drives the Town vehicle. The Town Manager will make sure that all insurance information is up to date.
5. All operators driving a local government owned vehicle must have a valid driver's license to drive the Shuttle Van. A proper CDL License (Class D) must be presented, copied, and kept on file for use of the Town Shuttle Bus.
6. Every accident on a public road must be reported to the nearest law enforcement agency, and a proper Vehicle Accident Report must be completed in its entirety. All accidents must

be reported immediately to the employee's supervisor and the Town Manager. The employee must provide a copy of the completed Motor Vehicle Accident Report.

7. Each time a vehicle is used, the Town Manager shall request the operator to conduct and document a brief interior inspection of the vehicle as verified by a Town employee. Exterior inspections including photographs should verify the condition of the tires, air pressure of the tires, overall condition of the exterior and verify the proper operation of the vehicle's exterior lights. (This inspection does not substitute for required D.O.T. inspections.) The operator shall inspect and include on a form the following items: 1.) Properly inflated tires, 2.) Sufficient amount of fuel, 3.) Correct oil level, 4.) Sufficient amount of windshield washer fluid, 5.) Clean windows when snow/dirt removed, and 6.) Sufficient amounts of other fluids (transmission, antifreeze, etc.).
8. If applicable, an accident report shall include the following: (1) the person's address and occupation at the time of accident. (2) Date of the accident and time it occurred. (3) Location where the accident occurred includes the address; identify the intersection, a building, a location within a building, or even a specific piece of equipment. (4) Provide a detailed description of the accident. Identify the object associated with the occurrence (car, truck, ladder, piece of playground equipment, or a specific chemical). (5) State the manner in which the injured person made contact with the object or substance. (6) State any unsafe acts and unsafe conditions.

FURTHER RESOLVED that the Commissioner-Chair or her designee shall be authorized to sign this Resolution, and that this Resolution shall take effect immediately.

INTRODUCED AND PASSED by the Cottage City Commission at a Special or Regular Meeting on April 9, 2025.

ATTEST:

TOWN OF COTTAGE CITY, MARYLAND

John Hoatson, Town Manager

By: _____
Wanda Wheatley, Commissioner-Chair

CERTIFICATION

I, HEREBY CERTIFY, as the duly appointed Town Manager of the Town of Cottage City, Maryland, that on the 9th day April, with ____ Aye votes and ____ Nay votes, the aforesaid Resolution 2025- 04 passed.

John Hoatson, Town Manager

MAYOR AND TOWN COUNCIL OF COLMAR MANOR

ORDINANCE NO. O - __ - 2020

AN EMERGENCY ORDINANCE FOR THE PURPOSE OF ENDING CONFUSION AND FOR THE PURPOSE OF SETTING FORTH IN ITS ENTIRETY THE VARIOUS ORDINANCES GOVERNING PERMIT PARKING FOR RESIDENTS OF AND VISITORS TO THE TOWN OF COLMAR MANOR AND FURTHER FOR THE PURPOSE OF REPEALING OR OTHERWISE PROVIDING FOR THE REPEAL OF PROVISIONS OF THE CODE OF ORDINANCES OF THE TOWN INCONSISTENT THEREWITH.

Section 1. BE IT ENACTED by the Mayor and Town of Colmar Manor that Sections 10-117 - 10-127 be and the same is repealed and reenacted with amendments to read as follows:

SECTION 10-117. PERMIT PARKING AREAS, FINDINGS OF FACT:

THE MAYOR AND TOWN COUNCIL FIND THAT THE CONTINUED VITALITY OF THE TOWN DEPENDS ON THE PRESERVATION OF SAFE, HEALTHY, AND ATTRACTIVE NEIGHBORHOODS AND RESIDENTIAL AREAS. THE MAYOR AND TOWN COUNCIL FURTHER FIND THAT ONE FACTOR THREATENING THE SAFETY, HEALTH AND ATTRACTIVENESS OF THE TOWN'S NEIGHBORHOODS IS THE AVAILABILITY OF PARKING, BECAUSE THE NUMBER OF MOTOR VEHICLES AND TRAILERS ATTEMPTING TO PARK IN THOSE AREAS OFTEN EXCEEDS THE NUMBER OF AVAILABLE PARKING SPACES. A PROGRAM OF PREFERENTIAL PARKING FOR RESIDENTS IN DESIGNATED NEIGHBORHOODS, THE MAYOR AND TOWN COUNCIL FURTHER FIND WILL HELP TO REDUCE THE PARKING BURDEN IN

THESE NEIGHBORHOODS AND, THUS, PROMOTE THE HEALTH, COMFORT AND CONVENIENCE OF THE TOWN.

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

SECTION 10-118. DEFINITIONS.

FOR THE PURPOSES OF SECTIONS 10-117 THROUGH SECTION 10-127 THE FOLLOWING WORDS SHALL HAVE THE MEANINGS RESPECTIVELY ASCRIBED TO THEM IN THIS SECTION, EXCEPT WHERE THE CONTEXT CLEARLY INDICATES A DIFFERENT MEANING:

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

B. CURBSIDE PARKING SPACE MEANS TWENTY (20) LINEAR FEET OF CURB, EXCLUSIVE OF THOSE PORTIONS OF THE CURB WHERE PARKING, APART FROM THE PROVISIONS OF THIS ARTICLE 10, IS OTHERWISE PERMITTED.

B.1. PARKING LOT OR AREA ANY PARKING LOT OR AREA OWNED BY OR LEASED TO THE TOWN ON WHICH VEHICLE OR TRAILER PARKING IS PERMITTED BY THE TOWN.

C. RESIDENT MEANS A PERSON WHO LIVES OR RESIDES IN A STRUCTURE APPROVED FOR RESIDENTIAL OCCUPANCY AND CAN DEMONSTRATE THE RIGHT TO OCCUPANCY OF HIS RESIDENCE.

D. RESIDENT VEHICLE MEANS A VEHICLE INCLUDING TRAILERS PARKED IN A RESIDENTIAL AREA IN WHICH IT IS REGISTERED WITH THE TOWN IN ACCORDANCE WITH THE PROVISIONS OF THIS ARTICLE 10 OF THE CODE AND IS VALIDLY REGISTERED IN THE TOWN OF COLMAR MANOR WITH THE STATE OF MARYLAND DEPARTMENT OF MOTOR VEHICLES.

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

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

G. RESIDENCE MEANS A DWELLING UNIT.

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

I. TRAILER: **FOR THE PURPOSES OF SECTIONS 10-117 THROUGH 10-124 ONLY**, (A) A TRAILER IS ANY VEHICLE DEFINED IN SECTION 11-169. TRAILER OF THE TRANSPORTATION ARTICLE OF THE MARYLAND CODE, AS AMENDED TO DATE. A TRAILER IS A VEHICLE THAT:

- (1) HAS NO MOTIVE POWER;
- (2) IS DESIGNED TO CARRY PEOPLE OR PROPERTY AND TO BE TOWED BY A MOTOR VEHICLE; AND
- (3) IS CONSTRUCTED SO THAT NO PART OF ITS WEIGHT RESTS ON THE TOWING VEHICLE.

(B) A TRAILER ALSO INCLUDES A BOAT TRAILER AS DEFINED BY SECTION 11-104.1, A CAMPING TRAILER AS DEFINED BY SECTION 11-106 TO DATE, AND A TRAVEL TRAILER AS DEFINED BY SECTION 11-170, ALL OF THE TRANSPORTATION ARTICLE OF THE MARYLAND CODE, AS AMENDED TO DATE.

J. VEHICLE MEANS (1) MEANS ANY DEVICE IN, ON, OR BY WHICH ANY INDIVIDUAL OR PROPERTY IS OR MIGHT BE TRANSPORTED OR TOWED ON A HIGHWAY. ALL AS DEFINED BY SECTION 11-176 OF THE TRANSPORTATION ARTICLE OF THE MARYLAND CODE. VEHICLE INCLUDES A LOW SPEED VEHICLE

AND AN OFF-HIGHWAY RECREATIONAL VEHICLE. AS DEFINED HEREIN AN ELECTRONIC PERSONAL ASSISTIVE MOBILITY DEVICE IS NOT A VEHICLE AND A VEHICLE DOES NOT INCLUDE AN ELECTRIC PERSONAL ASSISTIVE MOBILITY DEVICE AS DEFINED IN SECTION 21-101(J) OF THE TRANSPORTATION ARTICLE. SECTION 10-119. PERMITS, DESIGNATION/WITHDRAWAL OF DESIGNATION OF RESIDENTIAL PARKING PERMIT AREAS.

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

A-1. CRITERIA.

IN DETERMINING WHETHER AN AREA MAY BE A RESIDENTIAL PARKING PERMIT AREA, WHETHER CONDITIONS ARE TO BE IMPOSED, THE MAYOR AND TOWN COUNCIL SHALL CONSIDER FACTORS INCLUDING BUT NOT LIMITED TO THE FOLLOWING:

- (1) THE NUMBER OF DRIVEWAYS AVAILABLE TO A RESIDENTIAL BLOCK;
- (2) THE NUMBER OF CARS WITH COLMAR MANOR RESIDENTIAL NUMBER OF CARS WITH COLMAR MANOR RESIDENTIAL PARKING STICKERS ON A GIVEN BLOCK;

B. POSTING OF RESIDENTIAL PARKING PERMIT AREA.

UPON THE INITIAL FUTURE EFFECTIVE DATES OF THE TOWN'S DESIGNATION OR WITHDRAWAL OF DESIGNATION, APPROPRIATE PARKING SIGNS SHALL BE ERECTED OR MOVED IN THE DESIGNATED AREA. THE SIGNS SHALL INDICATE PROMINENTLY THAT CURBSIDE PARKING ON PUBLIC STREETS IN THE DESIGNATED AREA FOR THE TIME OF THOSE POSTED IS PROHIBITED UNLESS THE VEHICLE OR TRAILER PROPERLY DISPLAYS A PARKING PERMIT AUTHORIZED BY THIS ARTICLE.

C. THE MAYOR AND TOWN COUNCIL FIND THE RESTRICTED PARKING PERMITS HOURS TO BE POSTED SHALL BE FROM 5:00 P.M. UNTIL 10:00 A.M. THE FOLLOWING DAY FOR EACH DAY OF THE WEEK **INCLUDING SATURDAY AND SUNDAY.**

D. THE PARKING RESTRICTIONS APPLICABLE TO ALL VEHICLES IN CURBSIDE PARKING SPACES ALONG PUBLIC STREETS AND HIGHWAYS IN THE DESIGNATED AREA THAT DO NOT PROPERLY DISPLAY A PARKING PERMIT AUTHORIZED BY THE PROVISIONS HEREOF.

E. THE PARKING RESTRICTIONS APPLICABLE TO ALL VEHICLES AND TRAILERS IN CURBSIDE PARKING SPACES ALONG PUBLIC STREETS AND HIGHWAYS IN THE DESIGNATED AREA THAT DO NOT PROPERLY DISPLAY A PARKING PERMIT AUTHORIZED BY THE PROVISIONS HEREOF.

SECTION 10-120 ISSUANCE & TRANSFER OF RESIDENTIAL PARKING PERMITS.

A. ISSUANCE.

(A) **RESIDENTIAL PARKING PERMITS FOR VEHICLES AND TRAILERS AS PROVIDED HEREIN SHALL BE ISSUED BY THE TOWN FOR A PERIOD OF THREE YEARS, WHICH ISSUANCE MAYBE RENEWED AS PROVIDED HEREIN.**

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

[A VALID MOTOR VEHICLE ADMINISTRATION PERMIT SHOWING COLMAR MANOR AS THE TOWN OF RESIDENCE;]

A **MARYLAND** VALID VEHICLE REGISTRATION AND A MOTOR VEHICLE REGISTRATION CHANGE OF ADDRESS CARD, **IF APPLICABLE**, SHOWING COLMAR MANOR AS THE TOWN OF RESIDENCE;

(2[3]) THE MAKE, MODEL, LICENSE PLATE NUMBER AND VEHICLE IDENTIFICATION NUMBER OF THE VEHICLE OR TRAILER; AND

(3[4]) THE NAME, ADDRESS AND SIGNATURE OF THE APPLICANT FOR THE RESIDENTIAL PARKING PERMIT.

(A) A VALID MARYLAND VEHICLE ADMINISTRATION DRIVER'S LICENSE, **IF THE VEHICLE OWNER HAS A DRIVER'S LICENSE**, SHOWING COLMAR MANOR AS THE TOWN OF RESIDENCE OR A VALID MARYLAND VEHICLE ADMINISTRATION DRIVER'S LICENSE SHOWING COLMAR MANOR AS THE TOWN OF RESIDENCE AND A CHANGE OF ADDRESS CARD SHOWING COLMAR MANOR AS THE TOWN OF RESIDENCE.

(A[B]) SUBJECT TO THE LIMITATIONS OUTLINED HEREIN, UPON THE APPLICANT'S SUBMISSION OF A COMPLETED AND VALIDATED RESIDENTIAL PARKING PERMIT APPLICATION, AND FULFILLMENT OF ALL APPLICABLE PROVISIONS HEREOF CONTROLLING ISSUANCE, OR TRANSFER OF RESIDENTIAL PARKING PERMITS, THE APPLICANT MAY RECEIVE ONE (1) RESIDENTIAL PARKING PERMIT FOR THE MOTOR VEHICLE DESCRIBED IN THE APPLICATION. THE RESIDENTIAL PARKING PERMIT SHALL BE SECURELY AFFIXED TO THE INSIDE OF THE VEHICLE AT A LOCATION DIRECTED BY THE TOWN.

(B[C]) THE RESIDENT PARKING PERMIT SHALL DISPLAY THE PERMIT NUMBER AND NUMERICAL DESIGNATION OF THE RESIDENTIAL PARKING PERMIT AREA.

(C[D]) SUBJECT TO THE LIMITATIONS OUTLINED HEREIN, UPON THE APPLICANT'S SUBMISSION OF A COMPLETED AND VALIDATED RESIDENTIAL PARKING PERMIT APPLICATION, AND FULFILLMENT OF ALL APPLICABLE PROVISIONS HEREOF CONTROLLING ISSUANCE, OR TRANSFER OF RESIDENTIAL PARKING PERMITS, THE APPLICANT MAY RECEIVE ONE (1) RESIDENTIAL PARKING PERMIT, VALID FOR A PERIOD OF THREE YEARS FROM BEGINNING MAY 15, 2019 OR THE DATE OF ISSUE WHICHEVER COMES LATER, FOR THE VEHICLE OR TRAILER DESCRIBED IN THE APPLICATION. THE PARKING PERMIT SHALL BE SECURELY AFFIXED TO THE INSIDE OF THE WINDSHIELD ON THE DRIVER'S SIDE **, OR AT SUCH OTHER LOCATION AS DIRECTED BY THE CHIEF OF POLICE** [VEHICLE AT A LOCATION DIRECTED BY THE TOWN] . **A RESIDENTIAL PARKING PERMIT FOR A TRAILER SHALL BE SECURELY AFFIXED TO THE TRAILER NEAR THE LICENSE PLATE**

**OF THE TRAILER OR AT SUCH LOCATION AS DIRECTED BY THE CHIEF OF
POLICE.**

5. OTHER REQUIREMENTS.

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

B. A MOTOR VEHICLE OR TRAILER SHALL BE ISSUED A RESIDENTIAL PARKING PERMIT ONLY IF IT DISPLAYS VALID LICENSE PLATES ISSUED BY THE MARYLAND MOTOR VEHICLE ADMINISTRATION.

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

D. EXCEPT AS PROVIDED ELSEWHERE HEREIN, THERE SHALL BE NO FEE FOR ANY PERMIT ISSUED FOR ANY VEHICLE OR TRAILER TITLED TO A COLMAR MANOR RESIDENT AND NOT USED IN A TRADE OR BUSINESS.

E. PERMITS ISSUED FOR [VEHICLES AND] TRAILERS WHICH ARE OPERATED BY COLMAR MANOR RESIDENTS AND USED IN THEIR BUSINESS OR TRADE SHALL BE SUBJECT TO PAYMENT OF A FEE OF ~~[\$300.00]~~\$100.00.

F. PERMITS ISSUED FOR TRAILERS WHICH ARE OPERATED BY COLMAR

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

6. TRANSFER.

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

7. REPLACEMENT.

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

SECTION 10-121. TEMPORARY PERMITS.

A. DISPLAY OF TEMPORARY PARKING PERMITS.

ALL TEMPORARY PARKING PERMITS SHALL BE DISPLAYED ON OR ABOUT

THE FRONT WINDSHIELD OF THE VEHICLE SO AS TO BE EASILY VISIBLE FROM OUTSIDE THE VEHICLE. SUCH PARKING PERMITS SHALL CONTAIN THE PERMIT NUMBER AND THE NUMERICAL DESIGNATION OF THE RESIDENTIAL PARKING PERMIT AREA.

B. TEMPORARY PARKING PERMITS

[1. THE TOWN MAY ISSUE A TEMPORARY PARKING PERMIT FOR VEHICLES THAT BELONG TO A STUDENT RESIDENT IN COLMAR MANOR DURING THE COURSE OF THEIR ACADEMIC YEAR OR A MEMBER OF THE MILITARY SERVICES OF THE UNITED STATES ON ACTIVE DUTY OR A RESIDENT WHOSE HOME CANNOT BE OCCUPIED BECAUSE OF ONGOING IMPROVEMENTS AS FOLLOWS:

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

1. THE TOWN MAY ISSUE TEMPORARY PARKING PERMITS TO TOWN RESIDENTS FROM TIME TO TIME IF THE RESIDENT DEMONSTRATES THE NEED TO THE SATISFACTION OF THE TOWN THAT THE ISSUANCE OF A TEMPORARY PARKING PERMIT IS NECESSARY AND PROPER.

SECTION 10-122 USE OF PARKING PERMITS & EXEMPTIONS.

- A. A PARKING PERMIT SHALL NOT GUARANTEE OR RESERVE A PARKING SPACE WITHIN A DESIGNATED RESIDENTIAL PARKING PERMIT AREA. A PARKING PERMIT SHALL NOT AUTHORIZE THE STANDING OR PARKING OF ANY VEHICLE IN SUCH PLACES AND DURING SUCH TIMES WHEN THE STOPPING, STANDING OR PARKING OF VEHICLES IS PROHIBITED OR SET ASIDE FOR SPECIFIED TYPES OF VEHICLES, AND SHALL NOT EXCUSE THE OBSERVANCE OF ANY TRAFFIC ORDINANCE OR REGULATION.
- B. WHENEVER THE HOLDER OF A PARKING PERMIT, OR THE VEHICLE OR TRAILER FOR WHICH THE PARKING PERMIT WAS ISSUED, NO LONGER FULFILLS ONE OR MORE OF THE APPLICABLE PROVISIONS HEREOF CONTROLLING ISSUANCE, RENEWAL OR TRANSFER OF PARKING PERMITS, THE PERMIT SHALL BE DEEMED TO HAVE EXPIRED AND THE HOLDER SHALL NOTIFY THE TOWN, AND SURRENDER THE PARKING PERMIT. UNTIL ITS EXPIRATION, SURRENDER OR REVOCATION, A PARKING PERMIT SHALL REMAIN VALID FOR SUCH TIME AS THE MAYOR AND TOWN COUNCIL DESIGNATE FOR RENEWAL AND THE HOLDER CONTINUES TO RESIDE WITHIN THE DESIGNATED RESIDENTIAL PARKING PERMIT AREA.
- C. THERE IS NO SUBSECTION C.
- D. IT SHALL BE A VIOLATION HEREOF FOR THE HOLDER OF A PARKING PERMIT TO FAIL TO SURRENDER THE PERMIT WHEN DIRECTED TO DO SO BY THE CHIEF OF POLICE OR AUTHORIZED PERSON.

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

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

G. EXEMPTIONS.

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

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

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

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

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

SECTION 10-123. REGULATIONS & ENFORCEMENT.

THE CHIEF OF POLICE IS AUTHORIZED TO ESTABLISH ALL WRITTEN REGULATIONS AND PROCEDURE NECESSARY TO IMPLEMENT AND ENFORCE THE PROVISIONS HEREOF AND COLLECT ALL FEES AND FINES.

SECTION 10-124 DESIGNATION OF PARKING FOR RESIDENTIAL PARKING AREAS.

THE MAYOR AND TOWN COUNCIL MAY DESIGNATE ANY AREA OF THE TOWN TO BE PARKING FOR RESIDENTIAL PARKING ONLY AT ANY AND ALL TIMES, TEMPORARILY OR PERMANENTLY.

SECTION 10-125. RESTRICTION & PENALTY.

A. IT SHALL BE A MUNICIPAL INFRACTION FOR ANY PERSON TO PARK OR LEAVE STANDING ANY VEHICLE DURING THE TIME DESIGNATED ON THE POSTED SIGNS IN A DESIGNATED RESIDENTIAL PERMIT PARKING AREA, WITHOUT A PERMIT FOR SUCH ZONE. UNLESS OTHERWISE PROVIDED, THE PENALTY FOR EACH PARKING VIOLATION HEREOF SHALL BE A FINE OF FIFTY AND 00/00 DOLLARS (\$50.00).

B. IT SHALL BE A MUNICIPAL INFRACTION FOR ANY PERSON TO VIOLATE ANY PROVISIONS HEREOF OTHER THAN THE PARKING PROVISIONS AS OUTLINED IMMEDIATELY ABOVE. THE PENALTY SHALL BE ONE HUNDRED DOLLARS (\$100.00).

C. THE FALSIFICATION OF ANY APPLICATION FOR A PERMIT OR TEMPORARY PERMIT, THE USE OF ANY PERMIT, GUEST PERMIT OR TEMPORARY PERMIT BY

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

D. A REQUEST FOR **THE RENEWAL OF A PARKING PERMIT MAY BE MADE WITHIN SIX MONTHS FOLLOWING ITS EXPIRATION WITHOUT CHARGE.** [THE RENEWAL OF A PERMIT AFTER EXPIRATION THEREOF SHALL BE SUBJECT TO A FEE OF \$45.00]. **ALL REQUESTS SEEKING A RENEWAL FOLLOWING SUCH SIX MONTH PERIOD SHALL BE SUBJECT TO A FEE OF \$45.00.**

SECTION 10-124. REVOCATION OF PERMIT

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

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

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

SECTION 10-125 **VISITOR** PARKING AND PERMITS

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

[1]2. ISSUANCE OF VISITOR PERMITS. UPON APPLICATION OF ANY RESIDENT AND UPON GOOD CAUSE BEING SHOWN, THE MAYOR OR HER/HIS DESIGNEE MAY ISSUE A VISITOR PARKING PERMIT TO A RESIDENT FOR VEHICLES BELONGING TO A VISITOR TO THEIR RESIDENCE. SAID VISITOR PARKING PERMIT TO BE SUBJECT TO SUCH LIMITATIONS AS A REASONABLY IMPOSED BY THE MAYOR UPON ALLOCATION AND SHOWING OF GOOD CAUSE. THE ADMINISTRATIVE OFFICE MAY ALSO ISSUE TO A SPECIFIED RESIDENT AN UNLIMITED NUMBER OF VISITOR PERMITS. FOR THE PURPOSES HEREOF, THE RESIDENT SHALL BE THE HOLDER OF AND RESPONSIBLE FOR THE USE AND MISUSE OF VISITOR PARKING PERMITS ISSUED TO THE RESIDENT.

[2]3. DISPLAY OF VISITOR PARKING PERMITS. ALL VISITOR PARKING PERMITS SHALL BE DISPLAYED ON OR ABOUT THE FRONT WINDSHIELD OF THE VEHICLE SO AS TO BE EASILY VISIBLE FROM THE OUTSIDE OF THE VEHICLE.

[3]4. NO VEHICLE ISSUED A RESIDENTIAL PARKING PERMIT SHALL PARK IN A PARKING SPACE POSTED FOR NON-PERMIT VEHICLE PARKING BETWEEN THE HOURS 5:00 P.M. AND 10:00 P.M.

[4. THE MAYOR AND TOWN COUNCIL MAY DESIGNATE ANY AREA OR

PARKING SPACE IN THE TOWN TO BE PARKING FOR **VISITOR** [RESIDENTIAL]
PARKING ONLY AT ALL TIMES, TEMPORARILY OR PERMANENTLY.]

SECTION 10-126 PARKING OF VEHICLE ISSUED RESIDENTIAL PARKING

PERMIT IN SPACE POSTED FOR NON-PERMIT VEHICLE

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

Section 2. Severability.

If any section, subsection, sentence, clause, phrase or portion thereof is held to be invalid, or unconstitutional by a court of competent jurisdiction, then that decision shall not affect the validity of the remaining portions hereof.

SECTION 3. BE IT FURTHER ENACTED that pursuant to the authority contained in Section 307 of the Town Charter, the Mayor and Town Council hereby find and declare that for the good government of the Town, timely enforcement of the foregoing matter as an ordinance of the Town is necessary and in the public interest. Therefore, the Mayor and Town Council, after the holding of a public hearing on the matters and issues contained herein, duly noticed, declare the purposes and provisions of this ordinance to be an emergency, thereby suspending any waiting period before this ordinance may become effective.

Section 4. BE IT FURTHER ENACTED that this Ordinance shall take effect on the date of its enactment.

Introduced on the _____ day of _____ 2020.

Adopted on the _____ day of _____ 2020.

ATTEST:

MAYOR AND TOWN COUNCIL OF COLMAR MANOR,
MARYLAND

Daniel R. Baden
Clerk-Treasurer

Sadara Barrow
Mayor

Lois Ann Blue
Councilmember, Ward 1

Cynthia Bowdin
Councilmember, Ward 2

Vivian Jackson
Councilmember, Ward 3

Melinda Mendoza
Councilmember, Ward 4

I certify that the following motion was made at the meeting of the Mayor and Town Council of Colmar
Manor held on _____, 2020.

Motion: Councilmember _____ moved that the Mayor and Town Council
adopt Ordinance No. O - _____ - 2020 repealing and reenacting Sections 10-117 through
10-124 of the Code of Ordinances of the Town.

Motion Seconded: Councilmember _____

Vote:

Clerk-Treasurer to the Mayor and Town Council of Colmar Manor _____

SAMPLE

~ 44-11. Residential permit parking program. **(\$150.00)**

A. Preamble. The Mayor and Town Council find and declare that serious adverse conditions in certain areas and neighborhoods of the Town of Edmonston result from motor vehicle congestion, particularly long-term parking of motor vehicles on the streets of such areas and neighborhoods by nonresidents thereof. The permit parking program herein established is intended to reduce hazardous traffic conditions resulting from the use of streets within these areas or neighborhoods by nonresidents; to protect the residents of these areas from unreasonable burdens in gaining access to their residences; to preserve the value of the property residential districts; to preserve the value of the property in those districts; and to preserve the safety of children and other pedestrians and for the peace, good order, comfort, convenience and welfare of the inhabitants of the town.

B. Definitions. For the purposes of this section, the following terms shall have the meanings listed below:

HOUSEHOLD -- All persons occupying a single housing unit (house, apartment, group of rooms or single room intended for occupancy as separate living quarters).

MOTOR VEHICLE -- A vehicle licensed as a private passenger car or a motorcycle, including all vehicles designated as multipurpose passenger vehicles under the Transportation Article of the Annotated Code of Maryland.

PARKING MANAGEMENT PLAN -- A method specifically designed to address the identified parking needs of a clearly defined area through use of techniques such as a residential permit parking program, parking time restrictions, special meter zones and one-way street patterns.

PEAK PERIOD -- That time interval between the hours of 7:00 a.m. and 7:00 p.m. on weekdays during which the highest

percentage of overall resident and nonresident parking utilization as well as nonresidential parking utilization occurs.

RESIDENTIAL AREA OR DISTRICT -- A contiguous or nearly contiguous area containing public streets and highways or parts thereof primarily abutted by residential property, including but not limited to schools, parks, churches, hospitals and nursing homes, which is within an area zoned as a residence district.

RESIDENTIAL PERMIT PARKING PROGRAM AREA -- A residential area designated as herein provided, wherein a vehicle belonging to a resident displaying a valid permit as described herein shall be exempt from parking time restrictions established pursuant to this section.

C. Procedure for designating residential permit parking areas. There is established a residential permit parking program designed to meet those needs which shall be available to all resident areas or neighborhoods of the town which are zoned residential. In order to qualify for the program, such areas or neighborhoods must meet the criteria set forth herein. Such areas shall be established only after completion of the procedure outlined herein. This procedure shall be as follows:

(1) Petition. In order to be considered for a residential permit parking program, a neighborhood group, group of residents or community association must submit a petition to the Town Council containing the signature of an adult member of at least 80% of the households in the residential area. Petitions will be considered for areas as small as one complete street, both sides included. The boundaries of and the streets within the proposed permit parking area must be clearly identified on each page of the petition. A cover letter explaining the reason for the request and containing the boundaries of streets within the proposed permit parking area should accompany the petition.

(1A) Designation by the Mayor and Council.
Notwithstanding the provisions of 44-11 C (1) the

Mayor and Council by majority vote may establish by resolution any street within the Town of Edmonston as residential parking permit area. **[Amended 12-12-05 by Ord. No. 2005-O-06]**

(2) Public hearing. Upon receipt of a valid petition or if designated by the Mayor and Town Council, a public hearing will be conducted. The hearing shall be held only after due notice has been published in a newspaper of general circulation in the town, provided in the town newsletter or posted in the Town Hall. The notice shall state the purpose of the hearing, the exact location and boundaries of the area under consideration and the permit fees. The creation, alteration or elimination of a residential parking district shall take into account, among other things: **[Amended 12-12-05 by Ord. No. 2005-O-06]**

(a) The effect on the safety of residents of the area under consideration from intensive use by nonresidents for parking of vehicles;

(b) The need of the residents of the area to obtain adequate on-street parking adjacent to or close by their places of residence;

(c) The difficulty or inability of residents of the area to secure adequate on-street parking adjacent to or close by their places of residence because of widespread use of available parking spaces in that area by nonresident transient motorists;

(d) The impact of public facilities and programs on the health, safety and welfare of the residents of the area and any unreasonable burdens placed on those residents in securing adequate on-street parking and gaining access to their places of residence by virtue of such facilities and programs;

(e) The likelihood of alleviating, by the creation, alteration or elimination of a residential parking district, of any problem of nonavailability of residential parking spaces;

(f) The desire of the residents in the area for the creation, alteration or elimination of a residential parking district, and the willingness of those residents to bear the administrative costs incidental to the issuance of permits authorized;

(g) The need for some parking spaces to be available in the area under consideration for use by visitors and the general public; and

(h) Such other factors as shall be deemed relevant.

(3) Adoption. Within 60 days following the public hearing, the Mayor and Town Council shall act upon the recommendation to create, alter or eliminate a residential parking district. The Mayor and Town Council may create, alter or eliminate a residential parking district by adoption of a resolution which identifies the boundaries of the district and establishes the times, locations and conditions under which parking is limited by permit.

D. Implementation and administration of the program.

(1) Any street within the Corporate limits of the Town of Edmonston that has been designated by resolution of the Town Council by majority vote as a residential permit parking program area shall be subject to regulation by this chapter. Any area designated as a residential permit parking program will be marked by signs which designate the area as "Permit Parking Only – violators will be ticketed and towed", or other words to that effect. Motor vehicles parked in areas so marked must display a properly issued residential parking permit which was lawfully obtained in the manner described in this chapter.

(1a) The provisions of this chapter shall be enforced only during the hours designated by the Mayor and Town Council.

b. The issuance of a residential parking permit does

not allow for the parking of any motor vehicle in violation of any other parking restrictions, such as fire lanes or handicapped parking spaces.

c. Once the Town Council designates a particular area as a residential permit parking program area, the Town shall erect signs that clearly mark the area for enforcement of the provisions of this chapter. Enforcement of these marked areas will not start until 30 days after the posting of the signs in the area to allow for households to obtain the required permit.

d. Only three types of residential parking permits will be recognized as legitimate. The permanent parking permit will be a sticker that is issued to a single vehicle and may only be removed from that vehicle or transferred to another vehicle in compliance with the requirements set forth in section D (7) in this chapter.

e. A visitor's parking permit is transferable between vehicles.

f. A one-time parking permit is issued by the Town of Edmonston to a household that makes applications for them for the purpose of allowing the member of a household to have a number of vehicles parked near his or her home for an occasional event. These permits shall be issued at a cost of \$1.00 per permit and are only valid for the day that they are issued.

g. The designs of each of the types of permits shall be approved by the Mayor and Town Council based on a resolution that passes by a majority vote.

(2) Qualifications for permits.

Permits shall be issued to any resident of a household who makes proper application for them as described in section D (4) of this chapter, provided that only two visitor's permits shall be issued for each household as described in section D (5) of this section.

(3) Expiration of permits; transfers of permits.

A permit shall expire and be void when the licensee no longer resides within the Town of Edmonston and the licensee shall remove the permit sticker from any vehicle registered to park within the Town upon moving outside of the Town. Permits shall be transferred from one vehicle to another in accordance with section D(7) of this chapter.

(4) Application for permit.

(a) The application for a permit shall contain information to verify that the applicant is a bona fide resident of the Town for which application has been made and has legal title to or the right to possession of the motor vehicle to be registered at that address, including, but not limited to the following:

[1] The name and address of the owner of the motor vehicle.

[2] The applicant's address.

[3] The make, model, color, state or registration and license number of the motor vehicle.

[4] The principal driver's name, operator's license number and state of issuance.

[5] The motor vehicle registration, operator's license and any other relevant documents.

(b) The Town shall issue the parking permit, upon finding that the applicant meets the requirements specified herein.

(5) Fee

Households that make proper application for permits shall receive their permits and two visitor permits at no charge.

(6) Display of permit.

The permanent residential parking permit shall be a sticker affixed to the rear of the inside rear view mirror. The display of the visitors or one time use permits shall be on the center of the vehicles dashboard. Temporary or visitor permits shall be removed upon operation of the vehicle.

(7) Transfer of permit; replacement permit.

When a motor vehicle to which a permit is affixed is sold,

transferred, demolished or in any other manner rendered unusable to the licensee, or if the permit is lost or stolen, the licensee shall remove the permit from the motor vehicle and may request the issuance of a replacement permit to the Town of Edmonston. If the permit is still in the licensee's possession, the permit must be returned to the Town of Edmonston. An application for a replacement permit will render the original permit null and void, whether that permit is a permanent or visitor permit. Any vehicle found to be displaying such voided permits will be found in violation and will be fined and towed in accordance to section E of the chapter. The fee for a replacement permit shall be \$10.00 per permit.

E. Violations and penalties.

The parking of any vehicle or the use of any parking permit in a manner contrary to the residential parking provisions established in this section is prohibited, and the same is hereby declared to be municipal infraction. Any person violating the same shall be fined **\$150.00** for each violation. Additionally, any motor vehicle parked in violation shall be impounded and towed.



Sample

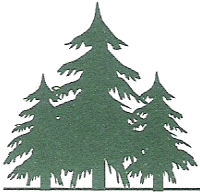


Lawn Care Proposals Are Coming From:

American Landscaping (inserted)
Silver Spring, Maryland

OakLawn Landscaping (adding tomorrow)
Highland, Maryland

Keeping It Green Landscaping (adding tomorrow)
Washington, DC



American Landscaping Inc.

15530 Peach Orchard Road • Silver Spring, MD 20905 • Phone: 301-384-4486 • Fax: 301-384-7937
www.AmericanLandscapingInc.net • AmericanLandInc@verizon.net

Item # 5.

CONTRACT #2411131

November 13, 2024

Town of Cottage City
c/o Mr. John Hoatson
3820 40th Avenue
Cottage City, Md. 20722

Properties:
Various Addresses

301 779-2161

GROUND MAINTENANCE CONTRACT

I. General Support Specifications

Work shall include all labor, materials, equipment, and supplies necessary to maintain areas listed in accord with our service schedule set forth below, and in a condition agreeably suitable to the approving agent and the contractor during the contract period.

Areas 2 through 9 include II A 1-3 only.
Area 1 includes all listed services.

1. Area around and in front of Town Hall
2. Common areas on Cottage Terrace
3. Garden area and area at dead end
4. Small lot across street from 3709 38th Street
5. Cottage Terrace and 38th Street (old fire house) along walk and hill
6. Area from 3705 Cottage Terrace up to stop sign at 38th Street
7. Triangle bump-out on Bladensburg Road
8. Path at railroad tracks up to stop sign at 38th Street.
9. 3813 Cottage Terrace

II. Maintenance Specifications

A. Lawn Areas

- 1) Lawn areas are to be mowed at a maximum height of 3" to 3 1/2" and maintained at this height throughout the season. Mowing shall be performed every 6-14 days as weather conditions dictate. Police property and pick up all light trash prior to mowing.
- 2) In conjunction with mowing, trimming shall be performed around building, trees, fences, etc. where mowers won't reach
- 3) Sweep all hard surfaces free of grass clippings following each mowing.
- 4) Weed flowerbeds around Town Hall of major weeds in-conjunction with mowing services. Remove any trash and debris from beds.

B. Sidewalks and Curbs

- 1) Edge all accessible sidewalks once each month in conjunction with mowing visits. Resulting debris from edging shall be removed from site.
- 2) Spray weed killer in cracks in sidewalks, driveways, etc. four times during the contract period.

C. Shrubbery

- 1) Trim all shrubs two times during the contract period to maintain shape.
- 2) Mulch all existing tree and shrub beds with a minimum of 2" shredded hardwood black dyed mulch once during the contract period. All beds will be edged to define prior to mulching. Apply Preen to beds to help control weed growth.
- 3) Fertilize shrubs one time during the contract period in conjunction with mulching.

D. Lawn Treatments: Required Pesticide License #2008, Professional Fertilizer License MDA-F 0877

- 1) Apply crabgrass pre-emergent control and fertilizer to lawn areas in the spring to help control crabgrass and apply Nutrients.
- 2) Fertilize entire lawn twice in the fall based on soil analysis.
- 3) Apply broadleaf weed control to lawn area three times during the contract period to help control broadleaf weeds.
- 4) Take soil analysis to determine fertilizer requirements as required by Nutrient Management Laws. Test will also give lime recommendations. Test is good for three years.
- 5) Core aerate lawn running machine in two directions for maximum aeration. Seed lawn with a sun mix certified grass seed using a Seed Slicer that will plant most seed in ground. Lightly rake up thatch and remove.

E. General Clean Up

- 1) Spring clean-up. Clean leaves and small sticks from lawn and beds prior to first mowing when possible and in conjunction with mulching. Cut back grasses and perennials.

F. Insects and Disease

Price to be based at \$68.00 per hour for application plus chemicals. \$102.00 minimum labor charge. Property will be inspected regularly. If there are any problems detected, property manager will be notified to obtain authorization for any treatment.

III. Notices and License Information and agreements

The estimated start date is based on the maintenance items you select. Work will be performed accordingly over the contract period at the appropriate times.

Due to the nature of our work, starting and completion dates are dependent on weather and ground conditions and on material availability. Time is not of the essence. All work to be completed in a workmanlike manner according to standard practices. All material is guaranteed to be as specified. All agreements are contingent upon material availability and delays beyond our control. We are not responsible for damage to underground wiring, piping, or shallow cable wiring that is not marked because it is impossible to see what is underground. We will exercise all care to prevent such damage. If we see that we have damaged any wiring or pipes, then we will leave the area exposed and notify customer. Once the repair has been made by others we will return to fill in the area if needed.

Maryland Department of Agricultural Pesticide Regulation Section Ornamentals and Turf and Industrial Weed Categories. Pesticide Business License #2008. Pest Control Applicator Certificate #2008-9090.

State of Maryland Department of Natural Resources Forest Services Licensed Tree Expert License #830.

State of Maryland Construction and Traders License #15243755.

Professional Fertilizer License #MDA F-0877

Our workers are covered by Workman's Compensation Insurance.

We carry General Liability and Automobile Insurance.

A service charge of 2% per month will be added to overdue balances until paid. In the event it becomes necessary to take legal action for collection the person(s) signing this contract either personally or as a representative agree(s) to pay this debt in full along with all reasonable legal fees, clerical fees of no less than \$75.00 and court costs. This agreement shall be governed by the laws of Maryland, and signer(s) consents to Maryland jurisdiction.

This proposal may be withdrawn if not accepted within 30 days.

TO ACCEPT RETURN ONE SIGNED AND DATED COPY OF THIS CONTRACT WITH DEPOSIT IF REQUIRED.

Please read all specifications thoroughly. If there is anything you wanted done that is not listed please ask for a revised proposal that specifically states the work you want included. Do not sign the proposal if the work listed is in any way different from what you want. If this proposal was based on a drive by and an estimator did not meet you on site directly then we will only be bound by the boundaries and above specifications that we believed were to be included in this contract.

AMERICAN LANDSCAPING INC.

CONTRACT #2411131 – TOWN OF COTTAGE CITY

PAGE 4 OF 4

IV. MAINTENANCE PRICE SCHEDULE

Service	Price Each	Approx. per Season	Yearly	Accept
II A 1-3 Mowing	424.00	26	11,024.00	
II A 4 Weekly Weeding	34.00	26	884.00	
II B 1 Edging	10.00	7	70.00	
II B 2 Hard Surfaces - Weed Control	35.00	4	140.00	
II C 1 Shrub Trimming	675.00	2	1,350.00	
II C 2 Edge and Mulch	1682.00	1	1,682.00	
II C 3 Shrub Fertilization*	68.00	1	68.00	
II D 1 Crabgrass Control & Fertilizer	170.00	1	170.00	
II D 2 Lawn Fertilizer	148.00	2	296.00	
II D 3 Broadleaf Weed Control	106.00	3	318.00	
II D 4 Soil test	22.00	1	22.00	
II D 5 Aeration & Seeding	1,873.00	1	1,873.00	
II E 1 Spring Clean-Up	Included	1	included	
II F Insect & Disease		As needed		
If all items are accepted Total Estimated Annual Charges			17,897.00	

NOTE: NUMBER OF MOWINGS WILL BE DETERMINED BY WEATHER CONDITIONS.

INITIAL BESIDE EACH ITEM YOU DESIRED TO HAVE INCLUDED.

IF CONTRACT IS SIGNED WITHOUT ITEMS BEING INITIALED IT WILL BE CONSIDERED THAT ALL ITEMS ARE BEING ACCEPTED.

QUANTITIES LISTED CAN BE ADJUSTED BASED ON SEASONAL CONDITIONS

*ITEMS ARE BASED ON DOING IN CONJUNCTION WITH OTHER WORK.

A FUEL SURCHARGE MAY BE ADDED IF FUEL PRICES EXCEED \$4.00 PER GALLON.

V. CONTRACT AGREEMENT

Contract shall begin February 15, 2025 and continue through December 20, 2026

Completed work will be billed once monthly and payable net 20 days.

Eleven or twelve equal monthly payments can be made if desired.

A service charge of 2% per month will be added to overdue invoices.

Contract may be cancelled with 20 days written notice.

Via E-Mail 11/13/2024
 KAREN MARTINS, PRESIDENT DATE

Note: Contracts may be accepted via e-mail but will carry the same weight as if personally signed.

AUTHORIZED ACCEPTANCE PRINT NAME DATE

TITLE

OAKLAWN

LANDSCAPING





Welcome to OakLawn

Welcome to OakLawn Landscaping! We are delighted that you are considering our team for your landscaping needs. We want to personally extend our gratitude and assure you that our dedicated team is committed to providing exceptional care for your outdoor space.

At OakLawn Landscaping, we understand that maintaining a beautiful landscape requires expertise, attention, and a genuine love for nature. With years of experience in landscape maintenance, we have established ourselves as a trusted name in the industry. Our skilled team takes pride in using the finest techniques, top-quality materials, and eco-friendly practices to keep your landscape thriving. We offer a comprehensive range of maintenance services to meet your specific needs.

What sets us apart is our commitment to building lasting relationships with our clients. We believe in open communication and collaboration, ensuring that your preferences, concerns, and budget considerations are taken into account at every step. Our team will work closely with you to create a customized maintenance plan that aligns with your vision and keeps your landscape looking its best.

Thank you for considering OakLawn Landscaping as your trusted partner in landscape maintenance. We are confident that our expertise, dedication, and attention to detail will exceed your expectations. We look forward to the opportunity of caring for and enhancing your outdoor space, so you can enjoy its beauty year-round.

Mission & Vision

Mission

Our Mission is to develop our people, make happy customers, and create great look'n places.

Vision

To be the premier landscape company in the Washington DC, Maryland, and Virginia area.

360° Circle of Service



The 360° Circle of Service emphasizes four crucial stages: Design, Develop, Maintain, and Enhance. This framework ensures the longevity, efficiency, and continuous improvement of products or services. Let's explore each stage briefly.

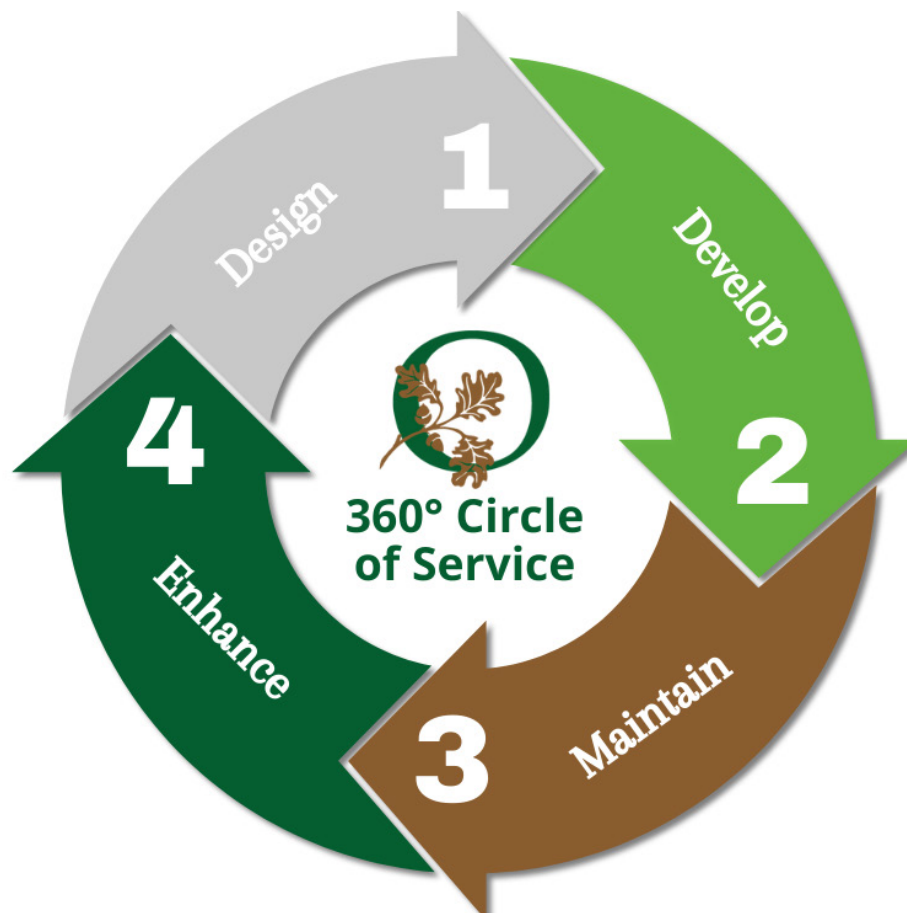
Design: Thorough planning and consideration of usability, scalability, and robustness.

Develop: Turning design concepts into a tangible product through coding, testing, and quality assurance.

Maintain: Preserving stability through proactive monitoring, regular updates, and user support.

Enhance: Continuous improvement based on feedback, market trends, and technological advancements.

The 360° Circle of Service provides a comprehensive approach to product maintenance, covering design, development, maintenance, and enhancement for sustainable success.



Licenses & Registrations



LICENSE * REGISTRATION * CERTIFICATION * PERMIT
STATE OF MARYLAND
MARYLAND DEPARTMENT OF LABOR

Lawrence J. Hogan, Jr.
 Governor
 Boyd K. Rutherford
 Lt. Governor
 Tiffany P. Robinson
 Secretary

MARYLAND HOME IMPROVEMENT COMMISSION

CERTIFIES THAT:

SUPERIOR LAWN & GARDEN LLC

OAKLAWN
 05-128641
 12833 HIGHLAND ROAD
 HIGHLAND MD 20777

IS AN AUTHORIZED: **05 - CONTRACTOR/SALESMAN (CORP/PART)**

LIC/REG/CERT
 128641

EXPIRATION
 09-29-2024

EFFECTIVE
 N/A

CONTROL NO
 5931612

Tiffany P. Robinson

Signature of Bearer

Secretary

WHERE REQUIRED BY LAW THIS MUST BE CONSPICUOUSLY DISPLAYED IN OFFICE TO WHICH IT APPLIES

08 05 128641

5,931,612

08 05 128641

MARYLAND HOME IMPROVEMENT COMMISSION
 1100 N. EUTAW STREET
 BALTIMORE, MD 21201

SUPERIOR LAWN & GARDEN LLC
 OAKLAWN
 05-128641
 12833 HIGHLAND ROAD
 HIGHLAND

MD 20777

		LICENSE * REGISTRATION * CERTIFICATION * PERMIT STATE OF MARYLAND MARYLAND DEPARTMENT OF LABOR		Lawrence J. Hogan, Jr. Governor Boyd K. Rutherford Lt. Governor Tiffany P. Robinson Secretary
MARYLAND HOME IMPROVEMENT COMMISSION				
CERTIFIES THAT:				
SUPERIOR LAWN & GARDEN LLC				
IS AN AUTHORIZED: 05 - CONTRACTOR/SALESMAN (CORP/PART)				
LIC/REG/CERT	EXPIRATION	EFFECTIVE	CONTROL NO	
128641	09-29-2024	N/A	5931612	
<i>Tiffany P. Robinson</i> Signature of Bearer		<i>Tiffany P. Robinson</i> Secretary		

Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
08/25/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Georgetown Insurance, an Alera Group Company 10010 Colesville Road Suite A Silver Spring MD 20901		CONTACT NAME: Patricia Rubini PHONE (A/C, No, Ext): (301) 681-9645 FAX (A/C, No): (301) 593-2590 E-MAIL ADDRESS: pattir@georgetownins.com	
		INSURER(S) AFFORDING COVERAGE INSURER A: Atlantic States Insurance INSURER B: Donegal Mutual Insurance Co. INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 22586
INSURED Oaklawn Landscaping LLC P. O. Box 82 Highland MD 20777			

COVERAGES	CERTIFICATE NUMBER: 23-24 Master	REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY Pertain, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Pesticide/Herbicide GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC OTHER:	Y	Y	CPA8924615	12/31/2022	12/31/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Herbicide/Pesticide \$ 100,000
	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	CAA8924615	12/31/2022	12/31/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Basic \$ 2,500
	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 0	Y	Y	CXL8924615	12/31/2022	12/31/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	1000035579	12/31/2022	12/31/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 INFORMATION PURPOSES ONLY

CERTIFICATE HOLDER INFORMATION PURPOSES ONLY INFORMATION PURPOSES ONLY INFORMATION PURPOSES ONLY	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

References

**Robert Harnsberger**

INEOS Pigments
443-310-1608

Maria Ortiz

Kettle Cuisine
443-966-0533

Sari McLeod

Complete Management Services Inc
410-255-4255

Greg Stephen

WillScot Mobile Mini
240-814-4659

Taneesha Ford

Residences at St. Elizabeth East
445-866-1567

Chris Westerlund

Samson Properties
240-372-7654





What Our Customers Say!

"The Whiting-Turner Contracting Company has used Oaklawn Landscaping numerous times on projects for multiple services. Without question, they are always reliable, professional, punctual and cost efficient to numerous types of work that they offer. In addition, their attention to detail and their willingness to finish the job correctly no matter what cannot go unnoticed. I highly recommend their services for all the work they offer."

- The Whiting-Turner Contracting

Commercial Landscaping



As proud members of the Central Maryland community, we bring our deep expertise to managing complex commercial properties in the region. The diversity of services required by these properties is met with our reliable, well-coordinated approach. We prioritize clear communication and ensure your landscape never falls short of excellence.



Commercial Landscape Management

At OakLawn, we don't just maintain your commercial property; we manage it holistically. We provide a comprehensive range of landscaping services, making informed recommendations for all outdoor aspects. Our dedicated team ensures your property is both aesthetically pleasing and safe. By offering multiple services under one roof, we eliminate the need for you to engage multiple vendors, saving you time and effort.

We cater to all your landscaping needs, meaning you won't need to look elsewhere once you experience the high-quality work we deliver.

Landscape Maintenance



Our hallmark service, landscape management, spans both commercial and residential landscapes across the DMV area. We don't merely create beautiful landscapes and move on. We're here to provide year-round maintenance, recognizing that landscaping is an investment in your property deserving ongoing care. Key maintenance goals involve appropriate watering, monitoring hardscapes for potential issues, maintaining plant health, implementing landscape enhancements, and ensuring safety.

Maintenance Services

We offer a suite of services under our landscape maintenance umbrella, including:

- Garden Care
- Bed Maintenance
- Tree Care
- Annual Flower Rotation
- Watering
- Hardscape Maintenance



Landscape Enhancements



Routine maintenance is essential to preserve your property's core features, but to truly stand out in your locale, landscape enhancements are vital. Without periodic additions of fresh plants, mulch, and other features, your landscape could appear stagnant. Regularly updating your landscape invigorates your property, letting visitors appreciate your commitment to maintaining its beauty and vitality.

Defining Landscape Enhancements

Upon assessing your property, several enhancement opportunities may become evident. Here are a few you might consider:

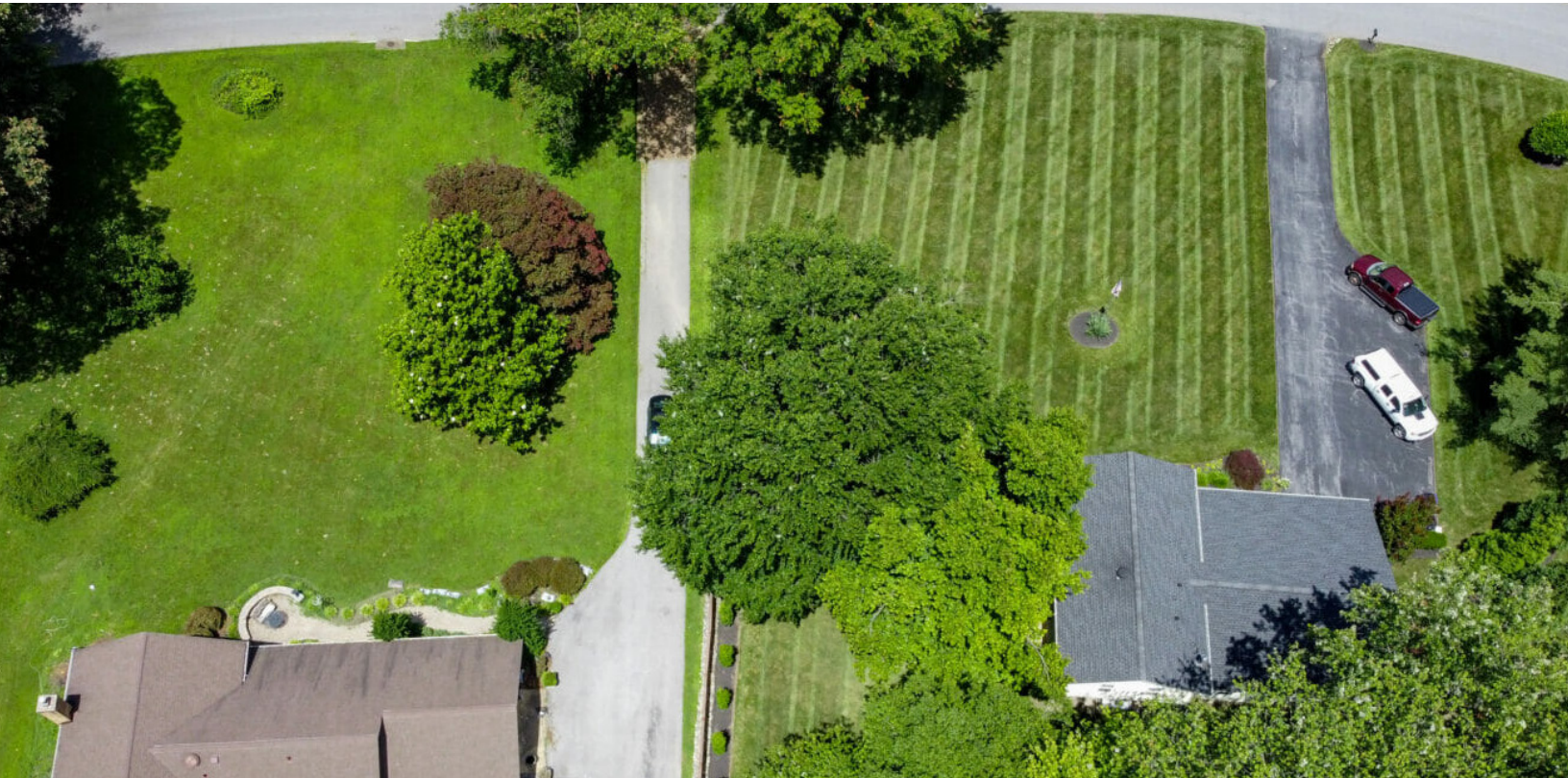
- Annual Flowers
- Mulch
- Flower Installation
- Decorative Rock
- Hardscapes



Lawn Care



Your lawn is a fundamental aspect of your landscape. Keeping it vibrant and green year-round involves much more than regular mowing and sporadic watering. Achieving an exceptional lawn requires an array of services to keep it in peak condition. At OakLawn, we view lawn care as an art form, treating every challenge with a solution-oriented mindset. With us, you are partnering with a team that always has the answers.



Lawn Care Services

There's a multitude of tasks to perform to ensure your lawn remains healthy. At OakLawn, we offer a comprehensive range of services such as:

- Mowing
- Edging
- Weed Control
- Leaf Removal
- Core Aeration
- Over-Seeding
- Watering



Irrigation Services

Every lawn, be it commercial or residential, needs water to thrive. The most effective way to do this is by installing an irrigation system, thereby maximizing your water efficiency. Not only does this method benefit your lawn, but it also results in significant savings by avoiding overwatering. While some might opt for manual watering, an OakLawn-installed irrigation system offers the convenience of an automated, hassle-free solution.

Irrigation Services

To optimize your irrigation system's performance, routine maintenance is key. Quick repair of any damages ensures that your system runs smoothly and prevents bigger issues from cropping up.

- Irrigation Installation
- Routine Maintenance
- Irrigation Repair

Preventative Maintenance

Trusting OakLawn with your irrigation system means placing your faith in an experienced team. Our technicians are well-versed in the latest irrigation technologies, guaranteeing the utmost efficiency and health of your turf. Routine maintenance not only prevents potential issues but also ensures that you're getting the best value for your money. Remove the guesswork and entrust your irrigation needs to OakLawn Landscaping.





Tree Services

Trees are an invaluable asset to any property, significantly elevating its aesthetic appeal while offering an additional layer of privacy and architectural structure. These living pillars create a serene ambiance, provide shade, and contribute to the overall ecological balance of your landscape. However, trees are complex organisms that require much more than just casual observation to thrive.

Tree Services

Our highly skilled technicians keep abreast of the latest practices in the tree care industry. To ensure the health and longevity of your trees, consider our comprehensive services:

- Trimming / Pruning
- Tree and Stump Removal
- Tree Fertilization



Prioritize The Health Of Your Trees

The health of your trees should never be left in the hands of an inexperienced or unreliable contractor. Arbor care is a complex field that, if mishandled, can lead to potential liability issues or even legal troubles. To avoid these risks, entrust your tree care needs to the dependable and proficient team at OakLawn.

**Client:**

John Hoatson
3820 40th Avenue
Cottage City, MD 20722

Prepared By:

Corey Rill
Business Development Manager
corey@oaklawnlandscaping.com
410-913-2754

Property Address:

Cottage City
3820 40th Avenue
Cottage City, MD 20722

Start Date: April 01, 2025

End Date: March 31, 2026

Description of Services & Pricing:

OakLawn Landscaping will provide services to the following areas as laid out in provide RFP:

1. Area around and in front of Town Hall
2. Common areas on Cottage Terrace
3. Garden area and area at dead end
4. Small lot across street from 3709 38th Street
5. Cottage Terrace and 38th Street (old fire house) along walk and hill
6. Area from 3705 Cottage Terrace up to stop sign at 38th Street
7. Triangle bump-out on Bladensburg Road
8. Path at railroad tracks up to stop sign at 38th Street.
9. 3813 Cottage Terrace

Area 1 is the only section to receive services as provided in scope of services below.

Areas 2-9 will be maintain via mowing, string trimming, and clearing debris from hard surfaces. Areas 2-9 will not receive turf treatments or core aeration and overseeding.

Property Clean-ups**Early Season Clean-up**

Area 1 only:

- General landscape debris will be removed from the turf, mulch beds, etc.
- Excessive branches from storm damage are not included.
- Cut back of perennials and roses.
- Application - Prior to Mowing Season

Turf Care & Maintenance

Mowing, Trimming & Blowing - Turf

Service to be provided to areas 1-9:

- Existing turf areas will be mowed on an average of every 6 - 14 days (weather permitting) during the growing season.
- In conjunction with each mowing, trimming shall be performed around the buildings, structures, and other obstacles within the turf area.
- String trimmers may leave a buffer of up to six inches (6") around obstacles that could be damaged such as plastic fencing, plastic posts, siding extending into the turf canopy, etc.
- Hard surfaces that accumulate debris from mowing service will be blown off.
- Pick up and removal of light/small trash prior to mowing.
- Application - Continuous

Turf Fertilizer & Weed Control

Area 1 only. Round 1 has been completed and is included as it will be completed in March 2026.

- Round 1: Nitrogen and potassium fertilization with pre-emergent crabgrass and annual weed control. Broadleaf weed control will be applied when weather conditions are conducive. Consistent 45 degree + soil temperatures will trigger the start of spring broadleaf weed control. Pre-emergent products should NOT be applied to areas recently seeded.
- Round 2: Nitrogen and potassium fertilizer with second pre-emergent crabgrass and annual weed control will be provided. Broadleaf weed control will be target applied as needed. Surface insect inspection and treatment if needed. Crabgrass post-emergent will also be used to control early germinated crabgrass up to the leaf stage. Pre-emergent products should NOT be applied to areas recently seeded.
- Round 3: Fall nitrogen and potassium fertilization applied in order to strengthen the grass after summer stresses. Weed control will be target applied where needed.
- Round 4: Winter fertility is applied in order to strengthen the grass prior to winter dormancy. This application will improve the spring health and greenup.

Core Aeration & Overseeding

Area 1 only:

- Core aeration will be completed on existing turf areas in two directions.
- This service involves perforating the soil with small holes to alleviate compaction, improve air circulation, and promote root growth, ultimately enhancing the overall health and vigor of the lawn or turf.
- Core aeration boosts nutrient absorption and water infiltration, fostering healthier turf and plant growth.
- Overseeding will be completed in conjunction with the Core Aeration service.
- Certified turf type tall fescue and/or shade seed mix will be spread over existing turf areas.
- Overseeding helps fill in thin and bare areas, improve density, and enhance overall turf appearance.
- Seed will be applied at a rate of approximately 4 pounds per thousand square feet.
- Application - Late Summer/Fall

IPM

- IPM is a science-backed approach for managing pests, reducing harm to people and the environment. It blends methods like biological control and habitat modification to prevent long-term damage. Pesticides are a last resort, used cautiously. Key principles involve identifying pests, setting monitoring guidelines, implementing controls, and assessing outcomes systematically. IPM monitoring evaluates, and provides possible solutions to address immediate pest issues and prevent long-term damage to the environment and reduce risks to human health. It reflects a responsible and systematic way of managing pests, prioritizing non-chemical methods whenever possible.
- IPM visits are routinely conducted as part of the standard scope of service. Any issues or observations of note will be communicated to the client.
- If chemical treatments are needed, they will be completed outside the standard scope of service at an additional charge.

Bed Maintenance

Bed Edging

Area 1 only:

- Tree rings and ornamental beds will be edged to a depth of approximately 3 inches, establishing a distinct boundary between the turf and landscape beds and tree rings.
- Oaklawn can not be held responsible for damages caused to buried utilities included but not limited to irrigation and lighting systems, invisible dog fencing, ect., by edging any bed, unless documented locations are provided.
- Approximate time of service - Prior to the mulching

Mulching w/ Pre-Emergent Application

Area 1 only:

- Existing weeds will be treated and/or removed from existing mulch areas before mulch application.
- A selective pre-emergent herbicide will be evenly spread in landscape beds and tree rings before installing new mulch.
- High quality, double shredded mulch, **Black dyed mulch**, will be evenly spread over existing landscape beds.
- Finished mulch depth will be approximately 2-3 inches including existing mulch.
- New mulch will not be installed against the base of trees or shrubs
- Areas of complete ground cover may not receive mulch
- Excessive mulch reduction is not included in the standard scope of work. If needed, a separate proposal will be provided.

Weeding Landscape Beds

Area 1 only:

- Weeds will be controlled using both physical and chemical removal methods.
- A non-selective, post-emergent herbicide will be used to control weeds growing in cracks of hard services to include, sidewalks, curbs, and parking areas.
- Treatment may be skipped if an area is not accessible due to vehicles or other obstacles.
- Approximate time of service - Every mowing visit

Power Edging

Stick Edging

Area 1 only:

- Concrete sidewalks and curbs (hard edges), throughout the serviceable area, will be edged with a mechanical edger or string trimmer with the appropriate guard in place.
- Resulting debris will be blown and dispersed into surrounding turf areas.
- Areas may be skipped if an area is not accessible due to vehicles or other obstacles.
- Approximate time of service - Every other mowing visit

Pruning Shrubs and Trees**Pruning & Trimming**

Area 1 only:

- Necessary shrubs on the property will be hand pruned and/or sheared to maintain their aesthetic qualities.
- Pruning and shearing are performed to keep plants within the bounds of the planting beds, to maintain shape and form, and to encourage vigorous new growth.
- Type of pruning will be at the discretion of Oaklawn.
- Service does not include corrective or reduction pruning.
- Approximate time of service- During the growing season as appropriate based on growth rates, flowering time, and natural form.

Tree Pruning

Area 1 only:

- Tree pruning is limited to trees in landscape beds or maintained turf with a diameter (caliper) of 6 inches or less, measured at a height of 24 inches.
- Pruning activities are restricted to within 10 feet from ground level, employing hand pruners, pole saws, or clippers. It's important to note that tree pruning excludes addressing damage from storms or natural occurrences.
- Pruning will address low hanging, declining, and/or dead branches.
- Sucker growth from the base and/or trunk shall be removed.
- Approximate time of service - As needed throughout the season

COST OF SERVICES

SERVICES	VISITS	SALES TAX	TOTAL PRICE
Early Season Clean-up	1	\$0.00	\$1,758.00
Mowing, Trimming & Blowing - Turf	24	\$0.00	\$5,496.00
Turf Fertilizer & Weed Control	4	\$0.00	\$820.00
Core Aeration & Overseeding	1	\$0.00	\$824.00
IPM	4	\$0.00	\$0.00
Bed Edging	1	\$0.00	\$250.00
Mulching w/ Pre-Emergent Application	1	\$0.00	\$1,253.00
Weeding Landscape Beds	24	\$0.00	\$2,328.00
Stick Edging	7	\$0.00	\$413.00
Pruning & Trimming	3	\$0.00	\$819.00
Tree Pruning	1	\$0.00	\$79.00
		\$0.00	\$14,040.00

PAYMENT SCHEDULE

SCHEDULE	PRICE	SALES TAX	TOTAL PRICE
April	\$1,170.00	\$0.00	\$1,170.00
May	\$1,170.00	\$0.00	\$1,170.00
June	\$1,170.00	\$0.00	\$1,170.00
July	\$1,170.00	\$0.00	\$1,170.00
August	\$1,170.00	\$0.00	\$1,170.00
September	\$1,170.00	\$0.00	\$1,170.00
October	\$1,170.00	\$0.00	\$1,170.00
November	\$1,170.00	\$0.00	\$1,170.00
December	\$1,170.00	\$0.00	\$1,170.00
January	\$1,170.00	\$0.00	\$1,170.00
February	\$1,170.00	\$0.00	\$1,170.00
March	\$1,170.00	\$0.00	\$1,170.00
	\$14,040.00	\$0.00	\$14,040.00

OPTIONAL SERVICES**Annual Flower Installation****\$0.00**

- Spring annual flowers are installed in May or June, depending on weather conditions.
- Fall annual flowers are installed in September or October, depending on weather conditions.
- Beds will be cultivated and the appropriate amendments may be added if needed.
- Annual flowers will be watered one time at installation.
- Additional watering can be completed on a T&M basis.

T&M Clean Up**\$0.00**

- Cleanup of excessive debris from storms and/or natural disasters will be billed based on time and material rates listed below.
- Times will be rounded up to the nearest full hour and are calculated based on port to port, with a three (3) hour minimum.
- Current Hourly Rate
 - \$75.00 per man hour
 - \$225.00 dump fee per truck
- Approximate time of service - As Needed and Approved

Watering**\$0.00**

- Watering services for new or existing shrubs, trees, plants, new seed or new sod. Everyone knows that the weather doesn't always cooperate, and your expensive new landscape or lawn needs water to stay healthy. Our services will make sure your lawn or landscapes are staying hydrated when the weather isn't cooperating.
- This service can be completed on a scheduled routine or a on-call basis.
- Oaklawn can not be held responsible for damages to water spigots from normal use.
- The price is \$75.00 per man, per hour. There is a minimum charge of \$250 per visit, unless completed with another service.

Service Agreement

1. Entire Agreement. This Service Agreement contains the entire agreement between the Parties and supersedes all prior and contemporaneous negotiations, promises, understandings, commitments, proposals, or agreements, whether oral or written on the subject matter addressed herein. This Agreement may only be modified or amended by a writing signed by authorized representatives of both Parties.

2. Agreement Acceptance. The Agreement constitutes Oaklawn Landscaping, LLC (hereafter referred to as "Oaklawn") offer to Client and shall become a binding contract upon acceptance by Client's signature on this Agreement and/or instruction to perform the Services by Client's authorized representative. The Parties agree that the provisions of the Agreement shall control and govern over any contract terms and/or Purchase Orders generated by Client and that such documentation may be issued by Client to, and accepted by, Oaklawn without altering the terms hereof.

3. Assignment. The Client may not assign this Agreement or transfer any right, interest, obligation, claim, or relief under this Agreement without the prior written consent of the other party. The client acknowledges that Oaklawn may subcontract portions of the Work to subcontractors.

4. Relationship of Parties. The legal relationship of Oaklawn to Client with respect to the Services shall be that of an independent contractor, not an agent or employee. Oaklawn is responsible for its own licenses, and insurance pertaining to its employees and operations.

5. Insurance. Oaklawn shall secure and maintain, throughout the performance of Services under this Agreement, General Liability, Workman's Compensation, Auto Liability & Umbrella Liability coverage. If required in writing by the Client, Oaklawn shall furnish Certificates of Insurance verifying such insurance.

6. Price, Quality, and Workmanship. The amounts in the "Payment Schedule" include all labor, materials, insurance, and equipment for the performance of the specified Services in the "Proposal". Materials supplied as part of this agreement are guaranteed to be as specified and all work shall be completed in a workmanlike manner. Unless otherwise stated in writing Oaklawn shall have the right to use the information provided by the client and/or their agents. The Client acknowledges that Oaklawn is not responsible for guaranteeing the suitability of any landscape design provided by others, or of the long-term viability of plant material utilized within that specified landscape design or of the site constraints (including watering restrictions) under which Oaklawn is required to perform its Services.

7. Agreement Renewal. Unless Client notifies Oaklawn regarding its intent to terminate Services prior to expiration of the "Initial Term", this Agreement will renew automatically for an additional 12 month term and will continue to renew at the end of each successive 12 month term unless canceled by either party in accordance with the "Termination" provision or by either party with written notice of not less than 30 days prior to the end of the "Initial Term" or any automatic term(s). Charges will increase by 3.0% at the commencement of each additional automatic twelve (12) month renewal term.

8. Payment Terms. Billing for Services occurs in advance at the first of each month in accordance with the "Payment Schedule" of this agreement. Payment for Service(s) is due upon receipt of monthly invoices. The Parties contractually agree that interest on all past due amounts shall accrue at 1.5% on all balances not paid within 30 days, this computes to an annual percentage rate of 18% or the allowable rate provided by law. Payments should be mailed to: Oaklawn Landscaping, LLC, PO Box 82, Highland, MD 20777, or electronically transferred directly into Oaklawn's financial banking institution. Oaklawn charges a 3% credit card processing fee.

9. Termination for Cause. If Oaklawn does not fulfill its obligation and fails to correct any such default within 30 days after receiving written notice specifying acts and omissions, the client has the right to terminate this agreement. In the event of a "Termination for Cause", Client shall notify Oaklawn of the termination date in writing and pay Oaklawn for all Services performed to the effective date of termination.

10. Default. If Client breaches its obligations under this Agreement to permit and cooperate with Oaklawn's performance

of its duties or Client fails to make payment for any Services within 30 days of receipt of Oaklawn's invoice, Oaklawn may, but shall not be obligated to, suspend Services until the breach is cured and/or until all arrearages have been paid in full. This Agreement will terminate automatically and without notice upon the insolvency of, or upon the filing of a bankruptcy petition by or against Client.

11. Claims. Oaklawn's responsibility regarding services that do not meet the warranty shall be limited, at Oaklawn's sole discretion, to either reperformance of the defective services and replacement of the defective materials without charge within 90 days of completion of the defective services and/or materials, or providing a credit to the client's account of monies paid by the client for the portion of services and/or materials determined to be defective. If the attached Proposal specifies a longer warranty period, that period will apply. Both parties will make good-faith efforts to resolve any claims within 30 days. If they cannot be resolved, any disputes arising from the agreement will be decided through the dispute resolution process outlined below. Each party will bear its own costs, including attorney's fees. However, the prevailing party will be entitled to collect reasonable costs and attorney's fees for enforcing this agreement as permitted by applicable law.

12. Dispute Resolution and Governing Law. By entering into this Agreement, the parties agree that the courts of the State of Maryland, shall have the sole and exclusive jurisdiction to entertain any action between the parties hereto and the parties hereto waive any and all objections to the venue being in the state courts located in Howard County, Maryland (and agree that the sole venue for such challenges shall be Howard County, Maryland).

13. Excusable Delays and Risk of Loss. Oaklawn will not be considered in breach of this Agreement or liable for damages due to delays, failure to perform any obligation under this Agreement, or losses caused by circumstances beyond its reasonable control (including but not limited to governmental restrictions or requirements, drought conditions, acts of God, severe or unusual weather, natural catastrophes, vandalism, or acts of third persons). The client assumes the full risk of loss attributable to all such occurrences, (including but not limited to the repair or replacement of landscaping and payment to Oaklawn of all amounts provided in this Agreement) even if Oaklawn may not have been able to provide all or any of its services during such occurrences or until the premises described under this Agreement has been restored to its previous condition. If the Property is located in an area that is or becomes subject to government-imposed water usage restrictions and/or specific watering times applicable to the Services, Oaklawn will comply with those restrictions. This compliance may affect the performance, viability, and appearance of plant materials and will be considered circumstances beyond Oaklawn's reasonable control.

14. Third-Party Indemnification. Client agrees to indemnify and hold harmless Oaklawn from any claims that arise from the conduct or actions of the Client. The indemnity rights and obligations outlined in this Agreement are the only ones between the parties, whether in law or equity, related to Oaklawn's services under this Agreement or any claims related to those services.

15. Liability Limitation. Except for the indemnification provision applicable to claims by third parties against Client, Oaklawn's total and cumulative liability to Client for any and all claims, losses, costs, expenses and damages, whether in contract, tort or any other theory of recovery, shall in no event exceed the amount Client has paid to Oaklawn for Services under this Agreement during the calendar year in which the claim first occurred. In no event shall Oaklawn be liable for incidental, consequential, special or punitive damages.

16. Indirect Damages. The Parties are not liable to each other or to any third party for any economic, consequential, incidental, or punitive damages (including but not limited to income, profits, loss of use, and financing) arising out of or relating to this Service Agreement or the performance of the Services.

17. Modification in Law. This Agreement is based on the laws and regulations that are in effect at the time of signing. If a government authority enacts new laws or changes regulations in a way that raises Oaklawn's expenses related to providing the services under this Agreement, Oaklawn reserves the right to inform the Client in writing about the substantial cost increase and to adjust the pricing accordingly as of the date when the increased costs take effect. Oaklawn is required to provide clear documentation supporting the cost increase and can only adjust the pricing to cover the actual expenses incurred.

18. Non-waiver. Oaklawn's delay or omission in exercising any right under this Agreement, or any partial exercise of any

right, will not be considered as a waiver of that right or any other right under this Agreement, as provided by law or equity. Any purported waiver of any right will only be effective if it is in writing and signed by an authorized representative of Oaklawn. A waiver on one occasion will not prevent Oaklawn from exercising that right on any other occasion. All rights of Oaklawn under this Agreement, whether at law or in equity, are cumulative, and the exercise of one right will not be considered as a bar to or waiver of any other right.

19. Severability. If any provision of this Contract will be held to be invalid or unenforceable for any reason, including by a court of law, the remaining provisions will continue to be valid and enforceable.

NOTE:

1. If certain items or details that you discussed with any Oaklawn representative and are not listed in this proposal, do not assume it is included in this Proposal.

1. The client is responsible for notifying Oaklawn Landscaping of any underground wiring including but not limited to Invisible Fencing, Piping, Drain Systems, or any other underground utilities or devices that we have not been notified of.

3. Oaklawn Landscaping is not responsible for damages to any underground utilities or devices that we have not been notified of.

4. MHIC License # 128641

5. This Proposal is good for 30 days unless otherwise written by Oaklawn Landscaping.

By signing below you agree to the initial service(s) and pricing as well as our Agreement for Service that is included with this proposal.

Signed:

Corey Rill

Date:

4/1/2025

Oaklawn Landscaping LLC

Signed:

Date:

Cottage City

Snow Removal



Winter in DMV area can be relentless, unleashing snow and ice that require immediate attention. As a commercial property owner, it's crucial to clear your property swiftly after a storm to ensure safe access. Safety is paramount, and managing liability is a key concern. You need a responsive service with clear communication, ready to handle your snow removal needs.

Why Choose Snow Removal Services?

Considering the inevitable winter storms, here are some compelling reasons to engage professional snow removal services:

- Reduce Slip/Trip/Fall Risks: Keep your premises safe for everyone.
- Ensure Accessibility: Allow employees and customers unhindered access to your facilities.
- Smooth Business Operations: Prevent disruptions to your business activities.





Contact OakLawn

Call: 301-854-0684

Email: info@oaklawnlandscaping.com

Send mail to:

P.O. Box 82, Highland, MD 20777

Office Hours:

Monday – Friday: 8AM-4PM

Saturday & Sunday: Closed





Re: MML Services

From Tom Reynolds <TomR@mdmunicipal.org>

Date Fri 3/28/2025 4:33 PM

To Town Manager <townmanager@cottagecitymd.gov>

Good afternoon, John. Here's the basic information on MML's retreat services:

- Retreats take place over five (5) hours; this can be a single Saturday or over the course of two weeknight worksessions. Thus far, every municipality has chosen a Saturday, but we are open to either.
- Retreat agendas are typically split into three sections: team building, roles & responsibilities, and short-term goal setting. We do, however, try to fine tune those components based on pre-retreat interviews, which we conduct with every participant to help build a retreat agenda.
- The fee for this service is \$4,000 for municipalities with populations over 10,000 and \$2,500 for those with populations under 10,000.
- MML's retreat service is specifically designed with newly-elected councils in mind.
- While the retreats are intended for municipal elected bodies, senior staff have occasionally participated as well. We do require that all elected officials plan to participate.

Also know that the retreat schedule is pretty much booked until after the summer conference, but let me know if you need more information. Always happy to jump on a call if that helps.

Tom

Thomas C. Reynolds
Senior Director
Leadership Development



Office: 410-295-9100

Mobile: 301-821-1424

Email: tomr@mdmunicipal.org

 [Book time to meet with me](#)