



## January Work Session Agenda

Tuesday, January 06, 2026 at 6:30 PM

3820 40th Avenue Cottage City, Maryland 20722

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**This meeting will be hosted on Zoom Webinar Only:**

<https://us02web.zoom.us/j/84413610855?pwd=JMY2lc02dvy3xOeoSCYceNBdsbGHVN.1>

**Phone: 301-715-8592 | Meeting ID: 844 1361 0855 | Passcode: 585408**

### Call to Order and Roll Call

### Review of Agenda

### Public Comments

Anyone seeking to speak under Public Comments must sign in prior to the end of the Board 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).

### Business

1. Motion To Suspend The Rules To Vote In A Work Session (Commission Vote)
2. Approval of SFMS Invoice 20820 For Erosion Control 43 Avenue Alley (Commission Vote)
3. Ordinance 2026-01: Scofflaw Fee & To Authorize The Booting, Towing, & Impound Of Vehicles For Unpaid Municipal Violations (Commission Discussion)
4. Resolution 2026-01: Approving The Appointment Of A New Resident Agent (Commission Discussion)
5. Resolution 2026-02: Approving The Appointment Of A Speed Monitoring System Ombudsman & Program Administrator (Commission Discussion)
6. Professional Service Agreement Between The Traffic Safety Group And The Town of Cottage City, Maryland (Commission Discussion)
7. Listening Session 7:00 PM until 7:30 PM Commissioner Priorities & Goal Setting - FY 2027 Budget (Commission Discussion)
8. Giant Food Cards & Share Food Program (Commission Discussion)
9. Cottage City Police Vehicle Repair (Commission Discussion)

### Updates

#### 1. National Burn Awareness Week 2026

#### 2. Proposed Data Center (Former Landover Mall Site)

### Motion To Go Into Closed Session

Notice of Closed Session Under General Provisions Article §3-305(b) (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 personal matter that affects one or more specific individuals" & (7) "To consult with counsel to obtain legal advise".

The Commission proposes to go into Closed Session to discuss a potential legal matter within the CCPD.

### **Open Session Following Closed Session**

### **Adjournment**

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.



**Superior Facilities Management Services (SFMS)**  
10319 Westlake Dr PMB 177  
Bethesda, MD 20817-6403  
3014698771  
accounting@sfmsllc.net  
www.sfmsllc.net

Invoice 20820

Item # 2.

**BILL TO**

Town of Cottage City  
Town of Cottage City  
3820 40th Ave  
Cottage City, MD 20722

DATE  
12/23/2025

PLEASE PAY  
\$15,588.87

DUE DATE  
01/22/2026

**JOB INFORMATION**

Cottage City Alley Landscaping

| DATE       | ACTIVITY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | QTY | RATE      | AMOUNT    |
|------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-----------|-----------|
| 12/23/2025 | <b>Construction</b><br>Per Town Manager's request, SFMS provided material, equipment and manpower and completed landscaping by the alley that was causing erosion due to the steep slope. SFMS completed the following:<br><br>1. Graded approximately 1,320 sq feet and removed and hauled away some of the existing soil.<br>2. Provided and installed approximately 2 inches of topsoil over the graded area.<br>3. Provided and planted 5 Spiraea X Vanhouttei 5 Gallon containers which is about 24-30 inches tall.<br>4. Provided and planted 3 Taxus Baccata Repandens English Yew, which is about 30-36 inches tall.<br>5. Provided and installed approximately 1,320 sq feet of native steep slope mix seeds. | 1   | 15,588.87 | 15,588.87 |

SFMS is the One Solution for providing your Facility Maintenance, Construction and Roll-Off Dumpster Services.

Effective Jan 1, 2022 a 3.5% Credit Card fee will be added to all Credit Card Payments.

**TOTAL DUE**

**\$15,588.87**

THANK YOU.

Pay invoice

(301) 469-8771 \* 10319 Westlake Dr. #177 Bethesda MD 20817  
www.SFMSLLC.net  
www.SUPERIORROLLOFF.com

**COTTAGE CITY COMMISSION  
TOWN OF COTTAGE CITY**

**ORDINANCE NO. 2026 - 01**

Introduced By: The Cottage City Commission

AN ORDINANCE OF THE COTTAGE CITY COMMISSION AMENDING CHAPTER 9 OF THE TOWN CODE TO ENHANCE ENFORCEMENT MECHANISMS FOR UNPAID MUNICIPAL TRAFFIC (I.E., AUTOMATED SPEED AND RED LIGHT SYSTEMS) AND PARKING VIOLATIONS, INCLUDING BOOTING, TOWING, AND IMPOUNDMENT FOR REPEAT VIOLATORS ALONG WITH A NEW MUNICIPAL INFRACTION AUTHORIZED FOR VIOLATORS (I.E., SCOFLOWS) WHO COMMIT MULTIPLE UNPAID VIOLATIONS, AND GENERALLY RELATING TO VEHICLES AND TRAFFIC SAFETY

WHEREAS, the Town of Cottage City, Maryland (the “Town”), is a municipal corporation organized and existing under the laws of the State of Maryland, and empowered under Article XI-E of the Maryland Constitution, Section 21-809 *et al.* of the Transportation Article of the Ann. Code of Md., the Local Government Article of the Ann. Code of Md., and the general ordinance making powers of the Charter of the Town of Cottage City (including but not limited to those related to traffic regulation, public safety, and enforcement of municipal infractions) to enact ordinances to protect the health, safety, comfort, convenience, and welfare of its citizens, including the regulation of traffic, parking, and public order; and

WHEREAS, the Town issues citations and collects fines for parking and automated traffic enforcement violations pursuant to Maryland Transportation Article §21-202.1, §21-809, and §21-810, and is responsible for ensuring compliance and collection of those penalties, as authorized by Town Ordinance No. 2021-03 (establishing speed monitoring systems and related enforcement), as amended; and

WHEREAS, the Md. Transportation Article, § 26-301 explicitly authorizes political subdivisions to "provide for the impounding of vehicles parked in violation of the ordinances" and the current Town Code allows for booting or towing for two or more unpaid violations that are 90+ days past due; and

WHEREAS, Chapter 9 (Traffic and Vehicles) of the Town Code currently provides for towing, impoundment, and booting (immobilization) of vehicles with three or more outstanding parking violations (§9-7A), late fees of \$35 per citation after 45 days (§9-7B), flagging of Maryland-registered vehicles for unpaid fines (§9-7B), and recovery of towing, storage, and administrative

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expenses from vehicle owners (§9-7A and §9-7B) (emphasis added), which could be amended to also provide such enforcement mechanisms for speed and red light violations; and

WHEREAS, Ordinance No. 2021-03 was passed September 8, 2021 authorizing the operation of speed cameras provided by its contracted vendor in certain residential districts in Town and said ordinance further ratified the continued use of red light cameras permitted under State law, and said ordinance permits the Town to request to “flag” the registration of a motor vehicle of a person liable for a speed or red light camera citation but does not timely pay the civil penalty; and Section 9-17 provides for the following fees for both types of monitoring systems: Late Fee (\$40), Returned Check Fee (\$35), Municipal Flagging Fee (\$40) and Debt Collection Fee (twice the amount of any unpaid debt for fines or fees); and

WHEREAS, House Bill 182 effective on October 1, 2025 repeals a statutory provision that sets a maximum amount of \$40 for the civil penalty for speed monitoring systems that is imposed on the owner or driver of a motor vehicle that exceeds a posted speed limit and is recorded by a speed monitoring system, and instead, the bill establishes an escalating penalty structure, with a maximum penalty that ranges from \$40 to \$425 for the offense, depending on the excessiveness of the speed violation, and the Cottage City Commission passed Emergency Ordinance 2025-02 to amend Chapter 9 of the Town Code to implement HB 182 and establish penalties that range and/or include fines of \$40, \$70, \$100, \$200, and \$300 for the offense, depending on the excessiveness of the speed violation; and

WHEREAS, the Town currently contracts with Municipal Collections of America, Inc. (MCoA) for debt collection services, which may impose collection fees up to 2 times the outstanding debt, providing an existing pathway for escalated recovery of unpaid fines and administrative fees; however, this pathway presently does not include a separate infraction for repeat offenders also known as scofflaws; and

WHEREAS, another new law, enacted as Senate Bill 820 (also cross-filed as House Bill 1506) effective October 1, 2025, increased the maximum fine that municipalities may impose for a municipal infraction from \$1,000 to \$5,000 and the increase is intended to provide local governments with greater flexibility in addressing persistent violations and to act as a stronger deterrent for repeat offenders, who previously sometimes viewed the \$1,000 fine for municipal infractions or misdemeanors and the \$40 speed camera fine (recently changed to a graduated fine schedule based on the amount of speeding) as a mere “cost of doing business;” and

WHEREAS, Section 20 (Enforcement of ordinances) of the Town Charter, which despite the new higher authorization under SB 820 serves as a local restriction on the Commission's power, and states that to ensure the compliance with the ordinances of the Town, the Commission shall have the power to provide that a violation shall be a misdemeanor or a municipal infraction, unless the

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violation is declared to be a felony or misdemeanor by state law, and the Commission shall have the power to affix penalties for the violation of an ordinance, and the penalty for a misdemeanor shall not exceed a fine of one thousand dollars (\$1,000) per infraction and/or imprisonment for six (6) months, and a penalty for a municipal infraction shall not exceed one thousand dollars (\$1,000) per infraction, and the Commission may provide that a judgment or conviction for an offense shall not bar a subsequent enforcement procedure for a continuation of the same offense; and

WHEREAS, under LG Article, Section 5-205(d) of the Annotated Code of Md., the Town is authorized to impose certain fees and charges provided the fees are not intended merely to raise revenues such as a tax but instead must be reasonably related to the cost attendant upon the expense, trouble and labor of regulating, supervising or licensing an activity and properly tied to the cost recovery for providing a governmental or proprietary function; and

WHEREAS, Title 6 of the LG Article of the Annotated Code of Md. authorizes municipalities to provide that violations of ordinances are punishable as either criminal misdemeanors or municipal infractions provided further that the fine does not exceed \$5,000 and is payable within 20 calendar days of service of the citation for the violation; and

WHEREAS, the Cottage City Commission finds that the Town of Cottage City currently has approximately \$2 Million in bad debt (i.e., unpaid citations with late and other administrative fees accrued) that may be recovered but the majority of this relatively small-sum individual accumulated debt is not readily collectable for red light and speed camera violations for the same or similar reasons cited by the General Assembly of Md. when it enacted SB 820/HB 1506 raising the maximum fines for ordinance violations from \$1,000 to \$5,000; and

WHEREAS, the Town is considering a proposed Professional Services Agreement dated January 14, 2026, with All American MD, LLC trading as The Traffic Safety Group (TSG) for citation review, program administration, ombudsman services, and support for outstanding violations and municipal debt collection (including coordination with the State of Maryland Central Collection Unit), which agreement emphasizes cost neutrality to the Town, violator-funded operations, and a separate fee schedule for collection activities (Addendum A) to be negotiated and approved by the Cottage City Commission; and

WHEREAS, the Cottage City Commission finds that amending Chapter 9 (Traffic and Vehicles) to strengthen booting, towing, and impoundment provisions for chronic parking violators (e.g., lowering the threshold to two or more unpaid violations 90 days or more past due), and by establishing a new scofflaw violation for chronic violators for red light and speed camera violators, while relying on existing administrative fees and authorizing coordination with vendors like TSG, will promote compliance, increase public safety, ensure due process of law, reduce administrative

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burden, make debt collections cost effective, protect the Town's fiscal interests, and ensure equitable enforcement without introducing unreasonable or excessive new fees.

## **SECTION 1.**

**NOW THEREFORE, BE IT ORDAINED AND ENACTED BY THE COTTAGE CITY COMMISSION**, that the Code of the Town of Cottage City as stated herein below is hereby, enacted, adopted, revised and amended such that said Code and the provisions of said Code and particularly this revised Chapter 9 (Traffic and Vehicles) thereof shall henceforth read as follows:

\*\*\*

### **CHAPTER 9 Traffic and Vehicles**

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## **SECTION 9-7: ABANDONED VEHICLES AND ABATING SCOFFLAWS**

A. Definitions. As used in this ~~[section]~~ CHAPTER the following terms shall have the meanings indicated:

\*\*\*

**DELINQUENT VIOLATION:** A violation that remains unpaid more than thirty (30) days after the date payment was due.

\*\*\*

**SCOFFLAW:** Any person, vehicle owner, or registered operator with two (2) or more delinquent violations (as defined in this Chapter involving traffic and vehicles including but not limited to parking, and automated speed and red-light enforcement) that remain unpaid more than ninety (90) days after the due date.

\*\*\*

**VIOLATION:** Any unpaid parking or traffic citation, red light violation, speed camera violation, or other automated traffic enforcement citation issued by or on behalf of the Town.

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## **SECTION 9-7A: ENHANCED ENFORCEMENT, IMPOUNDMENT OR ATTACHMENT OF VEHICLES**

A. A vehicle may be impounded or attached if:

- (1) It is parked unattended or found parked in violation of any traffic law, ordinance or regulation.
- (2) It is disabled and creating a traffic hazard.
- (3) It is parked unattended and there are ~~[Three]~~ TWO or more outstanding Town parking violations, ~~[all of which were issued at least 30 days prior]~~ THAT ARE NINETY (90) DAYS OR MORE PAST DUE, OR THE VEHICLE IS ASSOCIATED WITH A PERSON, DRIVER OR OWNER ADJUDICATED OR WHO IS RESPONSIBLE AND HAS IGNORED OR OTHERWISE HAS NOT PAYED OR CONTESTED ISSUED CITATIONS AS AUTHORIZED BY THIS CHAPTER) TO BEING A SCOFFLAW UNDER §9-7C.
- (4) It is parked on public or private property in violation of § 9-7.

B. A vehicle parked in violation of Subsection A of this section may be impounded or attached by:

- (1) Towing or conveying the vehicle to a place of storage designated by the Chief of Police, and all expenses incurred in the impoundment will be the responsibility of the owner of the vehicle.
- (2) Attaching an immobilized device (commonly called a "boot") to the vehicle, and all expense incurred for the attaching and detaching of the immobilizing device will be the responsibility of the owner of the vehicle, INCLUDING REASONABLE ADMINISTRATIVE FEES NOT TO EXCEED THOSE SET BY RESOLUTION OR ORDINANCE OF THE COMMISSION FOR COST RECOVERY (E.G., BOOT REMOVAL FEE OF \$200, AND TOWING AND STORAGE AT STANDARD RATES).

C. Vehicles impounded or attached will not be released unless:

- (1) All outstanding ~~[parking]~~ citations ISSUED UNDER THIS CHAPTER BY ~~[for]~~ the Town of Cottage City have been satisfied INCLUDING ANY LATE FEES UNDER §9-7B, FINES UNDER §9-7C, AND COLLECTION FEES IMPOSED BY AUTHORIZED AGENTS OR THE STATE CENTRAL COLLECTION UNIT; and

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(2) All expenses incurred by the Town for impoundment or attachment have been satisfied.

D. The expenses incurred for attaching and detaching the immobilizing device, the expenses of certified mail and/or newspaper publication and the man-hours expended will be set by the Chief of Police, SUBJECT TO APPROVAL BY THE COMMISSION.

E. PRIOR TO IMMOBILIZATION OR TOWING, REASONABLE EFFORTS SHALL BE MADE TO NOTIFY THE REGISTERED OWNER OF THE OUTSTANDING DEBT AND PROVIDE AN OPPORTUNITY FOR PAYMENT OR RESOLUTION, CONSISTENT WITH DUE PROCESS REQUIREMENTS. IMMOBILIZATION OR TOWING BASED ON SCOFFLAW STATUS SHALL NOT OCCUR UNTIL THE MUNICIPAL INFRACTION UNDER §9-7C IS RESOLVED (EITHER BY PAYMENT/ADMISSION OR ADJUDICATION).

F. ANY VEHICLE REMAINING UNCLAIMED FOR TWENTY-ONE (21) DAYS FROM THE DATE OF IMPOUNDMENT SHALL BE DISPOSED OF BY PUBLIC AUCTION CONDUCTED BY THE TOWN'S DESIGNATED VENDOR OR ITS QUALIFIED SUBCONTRACTOR IN ACCORDANCE WITH STATE STATUTES AND ANY APPLICABLE ORDINANCES. PROCEEDS FROM ANY SUCH SALE SHALL BE APPLIED FIRST TO COVER THE ADMINISTRATIVE COSTS ASSOCIATED WITH THE RECOVERY OF THE DEBT, INCLUDING TOWING, IMPOUND, AND ENFORCEMENT EXPENSES. ANY REMAINING BALANCE SHALL BE APPLIED TOWARD THE SATISFACTION OF OUTSTANDING VIOLATIONS, LATE FEES, SCOFFLAW FINES, AND PENALTIES.

G. NO VEHICLE SUBJECT TO THIS SECTION SHALL BE RELEASED TO A VEHICLE RECYCLER, DISMANTLER, OR SCRAP PROCESSOR UNDER MARYLAND TRANSPORTATION ARTICLE §§25-201 THROUGH 25-207, §25-202, OR §25-204, UNLESS EXPRESSLY AUTHORIZED IN WRITING BY THE TOWN MANAGER OR CHIEF OF POLICE. ALL VEHICLES SOLD AT AUCTION SHALL COMPLY FULLY WITH APPLICABLE STATE LAW GOVERNING ABANDONED OR UNCLAIMED VEHICLES.

H. THE TOWN MAY PROMULGATE ADDITIONAL ADMINISTRATIVE PROCEDURES CONSISTENT WITH THIS CHAPTER TO GOVERN THE IMMOBILIZATION, TOWING, IMPOUNDMENT, AND SALE OF VEHICLES, AND MAY CONTRACT WITH QUALIFIED VENDORS TO PERFORM SUCH SERVICES, INCLUDING BUT NOT LIMITED TO COORDINATION WITH ENTITIES PROVIDING DATA SUPPORT AND DEBT RECOVERY ASSISTANCE.

I. INTERGOVERNMENTAL COOPERATION. THE CHIEF OF POLICE, ACTING BY AND WITH THE CONCURRENCE OF THE COTTAGE CITY COMMISSION, IS HEREBY AUTHORIZED TO ENTER INTO MEMORANDA OF UNDERSTANDING (MOU'S) OR

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INTERGOVERNMENTAL AGREEMENTS WITH OTHER MUNICIPALITIES, COUNTIES, OR GOVERNMENTAL AGENCIES WITHIN THE STATE OF MARYLAND FOR THE PURPOSE OF ENFORCING, COORDINATING, OR FACILITATING BOOTING, TOWING, AND IMPOUNDMENT ACTIONS UNDER THIS CHAPTER.

**SECTION 9-7B: PAYMENT OF FINES, FEES AND OTHER CHARGES.**

A. Penalties and administrative fees will be set by resolution OR ORDINANCE of the Commission.

B. Fines and administrative fees.

(1) Payment of fines and administrative fees will be paid within 30 days after the citation is issued unless a timely election is made to stand trial regarding the citation.

(2) If payment is not received by the Town within 30 days (no timely election for trial having been filed), a warning letter will be sent to the last known registered owner of the vehicle.

(3) If payment is not received by the Town within 45 days after the citation has been issued (no timely election for trial having been filed), a late fee of \$~~[35]~~40 per citation will be assessed.

(4) Any vehicle which is impounded or attached will not be released until all fines, administrative fees and other related expenses are paid.

(5) Failure to pay a citation or to elect to stand trial within the set time parameters will result in a late fee in the amount of \$~~[35]~~40.

(6) If the vehicle is registered in the State of Maryland, it will be subject to the state's flagging programs until all fines, fees and expenses are paid.

(7) THE TOWN MAY COORDINATE WITH AUTHORIZED COLLECTION AGENTS, THE STATE CENTRAL COLLECTION UNIT, OR VENDORS DESIGNATED UNDER CONTRACTS TO RECOVER DEBTS THROUGH LAWFUL MEANS SUCH AS JUDGMENTS, GARNISHMENTS, OR LIENS, WITH COLLECTION FEES LIMITED TO UP TO TWO TIMES THE OUTSTANDING DEBT AMOUNT AS PER § 9-17.

**SECTION 9-7C: SCOFFLAW INFRACTIONS.**

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A. IT SHALL BE A MUNICIPAL INFRACTION, AS DEFINED UNDER THE MD. LOCAL GOVERNMENT ARTICLE §6-101 ET SEQ., FOR ANY PERSON, VEHICLE OWNER, OR REGISTERED OPERATOR TO BE A SCOFFLAW, AS IDENTIFIED BY HAVING TWO (2) OR MORE DELINQUENT VIOLATIONS UNPAID MORE THAN NINETY (90) DAYS AFTER THE DUE DATE.

B. UPON IDENTIFICATION OF A POTENTIAL SCOFFLAW, THE TOWN SHALL ISSUE A SEPARATE MUNICIPAL INFRACTION CITATION SPECIFYING THE UNDERLYING VIOLATIONS, THE SCOFFLAW ALLEGATION, HAVING A FINE OF ONE THOUSAND DOLLARS (\$1,000.00). THE CITATION SHALL PROVIDE NOTICE OF THE RIGHT TO PAY THE FINE OR ELECT A TRIAL IN THE DISTRICT COURT OF MARYLAND, IN ACCORDANCE WITH LOCAL GOVERNMENT ARTICLE §6-102 ET SEQ.

C. IF THE CITATION IS NOT CONTESTED WITHIN THE TIME SPECIFIED (OR IF CONTESTED AND ADJUDICATED GUILTY IN THE DISTRICT COURT), THE VIOLATOR SHALL BE DEEMED A SCOFFLAW, THE FINE SHALL BE ADDED TO THE OUTSTANDING BALANCE, AND THE TOWN MAY PROCEED WITH ENHANCED ENFORCEMENT UNDER §9-7A, INCLUDING BOOTING, TOWING, OR IMPOUNDMENT. THE FINE IS INTENDED TO PROMOTE COMPLIANCE AND DETER CHRONIC VIOLATIONS, AND REVENUE THEREFROM SHALL BE CREDITED TO THE TOWN'S GENERAL FUND.

D. IF CONTESTED, SCOFFLAW STATUS AND THE ASSOCIATED FINE SHALL NOT BE IMPOSED UNTIL ADJUDICATION BY THE DISTRICT COURT. DURING PENDENCY OF ANY CONTEST, THE TOWN MAY PURSUE COLLECTION OF UNDERLYING VIOLATIONS THROUGH EXISTING MECHANISMS BUT SHALL NOT APPLY ENHANCED SCOFFLAW ENFORCEMENT (E.G., BOOTING OR TOWING BASED SOLELY ON SCOFFLAW STATUS) UNTIL RESOLUTION.

E. THIS SECTION COMPLIES WITH DUE PROCESS REQUIREMENTS BY AFFORDING NOTICE, AN OPPORTUNITY TO BE HEARD, AND JUDICIAL REVIEW, WHILE ALIGNING WITH THE TOWN'S AUTHORITY TO CLASSIFY REPEAT ORDINANCE VIOLATIONS AS MUNICIPAL INFRACTIONS.

\* \* \*

### **SECTION 9-11: VIOLATIONS.**

A. Unless otherwise provided, any person or persons who shall fail to comply with any of the provisions of this chapter, or who shall violate or fail to comply with any order or regulation

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made under this chapter, shall, upon conviction thereof, be fined AND/OR CHARGED as follows for each offense.

| <b>VIOLATION/ENFORCEMENT ACTION</b>                                                            | <b>PROVISION</b> | <b>FINE/FEE</b> |
|------------------------------------------------------------------------------------------------|------------------|-----------------|
| (1) No parking zone                                                                            | §9-5.G           | \$45            |
| (2) Handicap                                                                                   | §9-12.F          | \$250           |
| (3) Drive or parked over curb or sidewalk                                                      | §9-6 & §9-8.G    | \$50            |
| (4) Parked left wheel to curb                                                                  | §9-8.D           | \$45            |
| (5) Parked >12" from curb                                                                      | §9-5.E           | \$50            |
| (6) Parked in fire lane                                                                        | §9-5.G           | \$100           |
| (7) Parked within 15' of fire hydrant                                                          | §9-5.D           | \$45            |
| (8) Parked in excess of 72 hours                                                               | §9-5.J           | \$45            |
| (9) Failure to obey sign (parking)                                                             | §9-5.G           | \$45            |
| (10) Failure to park in designated space                                                       | §9-5.H & I       | \$45            |
| (11) Parked within 20' of stop sign                                                            | §9-5.D           | \$50            |
| (12) Parked within 20' of intersection                                                         | §9-5.D           | \$50            |
| (13) Parked obstructing traffic                                                                | §9-5.I           | \$50            |
| (14) Abandoned vehicle on private property                                                     | §9-7.B           | \$45            |
| (15) Commercial vehicle in residential zone                                                    | §9-5.A           | \$45            |
| (16) Displaying expired tag/improper tag                                                       | §9-5.K           | \$45            |
| (17) BOOT REMOVAL FEE                                                                          | §9-7.A           | \$200           |
| (18) TOWING AND STORAGE                                                                        | §9-7.A           | VARIES          |
| <del>[(17)]</del> (19) Abandoned or unregistered vehicle                                       | §9-7.B           | \$45            |
| <del>[(18)]</del> (20) Vehicle left abandoned on public property (>48 hrs.)                    | §9-7.B           | \$45            |
| (21) SCOFFLAW INFRACTION                                                                       | §9-7.C           | \$1,000         |
| (22) SPEED MONITORING SYSTEM FINE                                                              | §9-15            | \$40-\$300      |
| (23) RED-LIGHT MONITORING SYSTEM FINE                                                          | §9-16            | \$75            |
| (24) LATE FEE                                                                                  | §9-7.B & §9-17   | \$40            |
| <del>[(19)]</del> (25) All other violations of Chapter 9 except as otherwise specified herein. | Ch. 9            | \$45            |

\* \* \*

#### **SECTION 9-17: ADMINISTRATIVE FEES; REGISTRATION FLAGGING; REFERRAL FOR COLLECTION.**

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CAPITALS : Indicate matter added to existing law  
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E. OTHER FINES AND FEES. IN ADDITION TO ANY FINES OR FEES EXPRESSLY ESTABLISHED IN SECTION 9-13 THROUGH SECTION 9-17 OF THIS CHAPTER, THE TOWN MAY CHARGE AND COLLECT ANY OTHER APPLICABLE FINES AND FEES AUTHORIZED BY THIS CHAPTER INCLUDING BUT NOT LIMITED TO THE FINES AND FEES ENUMERATED IN SECTION 9-11.

\*\*\*

## **SECTION 2.**

**AND BE IT FURTHER ENACTED AND ORDAINED** by the Cottage City Commission that said body may set the fines, penalties, and fees associated with violating this Ordinance from time to time by resolution.

**AND BE IT FURTHER ORDAINED AND ENACTED**, by the Cottage City Commission that any prior ordinances adopting and enacting any provision of this Ordinance or any other ordinance or resolution previously adopted pertaining to a subject or subjects embodied by the title of this Ordinance or the provisions found in conflict herein shall be deemed repealed and superseded by the provisions of this Ordinance, and should a previously enacted ordinance cover a provision or subject that is not covered by this Ordinance, it shall remain in full force and effect unless it directly conflicts with the express language of this Ordinance.

**AND BE IT FURTHER ORDAINED AND ENACTED**, by the Cottage City Commission that this Ordinance shall become effective at the expiration of twenty (20) calendar days following approval by the Cottage City Commission.

**AND BE IT FURTHER ORDAINED AND ENACTED**, that severability is intended throughout and within the provisions of this Ordinance, and if any section, subsection, sentence, clause, phrase or portion of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, then that decision shall not affect the validity of the remaining portions of this Ordinance.

**AND BE IT FURTHER ORDAINED AND ENACTED**, that Section 1 of this Ordinance shall be codified and included within the Code of the Town of Cottage City, whereby the entirety of the previously enacted and codified portion of Chapter 9 of the Town Code shall be restated and replaced in its entirety by the sections and provisions written hereinabove in Section 1.

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

Page 10 of 11

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

least once within ten days after the date of passage in a newspaper or newspapers having general circulation in the Town.

**AND BE IT FURTHER ORDAINED AND ENACTED**, that the Commissioner-Chairman shall be authorized to sign this Ordinance on behalf of the Commission.

**HAVING BEEN INTRODUCED AND HAVING BEEN READ** as a regular ordinance and passed by a ye and nay vote of the Cottage City Commission with the affirmative votes of a majority of the whole number of members elected to the legislative body as indicated below at a Public Meeting of the Town of Cottage City held on this \_\_\_\_ day of February 2026, at approximately 7 o'clock p.m., in the Town Hall in Cottage City, Maryland.

**I HEREBY CERTIFY** that the above Ordinance No. 2026-01 was passed by the required ye and nay votes of the Cottage City Commission on the \_\_\_\_ day of February 2026.

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 \_\_\_\_ day of February 2026 with \_\_\_\_ Aye votes and \_\_\_\_ Nay votes, the aforesaid Ordinance 2026-01 passed.

\_\_\_\_\_  
John Hoatson, Town Manager

Page 11 of 11

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

## TOWN OF COTTAGE CITY

## RESOLUTION 2026-01

A RESOLUTION OF THE COTTAGE CITY COMMISSION APPROVING THE APPOINTMENT OF A NEW RESIDENT AGENT FOR THE TOWN AND AUTHORIZING THE CHAIRMAN OF THE COMMISSION TO SIGN AND FILE WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION ALL DOCUMENTS NECESSARY TO EFFECTUATE THAT APPOINTMENT

Introduced by: The Cottage City Commission

WHEREAS, the Maryland General Assembly during the 2001 Session has, in House Bill ("HB") 854, enacted legislation requiring political subdivisions of the State of Maryland to designate persons to serve as resident agents upon whom process, notice and subpoenas to custodians of public records may be served under certain circumstances; and

WHEREAS, the Town of Cottage City (hereinafter, "the Town") is a political subdivision of the State of Maryland subject to the requirements of HB 854; and

WHEREAS, the Cottage City Commission wishes to comply fully with the requirements of HB 854, in light of the fact that the current resident agent Stanley Mosley, previously appointed pursuant to R-01-3 is no longer an official or employee of the Town; and

WHEREAS, in order to comply with HB 854, the Town wishes to appoint John Hoatson, Town Manager, as its resident agent for all purposes for which a resident agent is required by HB 854.

NOW, THEREFORE, BE IT RESOLVED by Cottage City Commission, that John Hoatson, Town Manager, whose business address is 3820 40th Avenue, Cottage City, MD 20722 be and hereby is appointed as Resident Agent for the Town and the Commission Chairman is hereby authorized to sign and file with the State Department of Assessments and Taxation all papers necessary to effectuate this appointment.

INTRODUCED AND PASSED by the Commission of the Town of Cottage City, Maryland at a Meeting on January 14, 2026

AND BE IT FURTHER RESOLVED that the Commissioner-Chair shall be authorized to sign this Resolution on behalf of the Commission.

AND BE IT FURTHER RESOLVED that this Resolution shall take effect immediately.

PASSED this 14th day of January 2026

## TOWN OF COTTAGE CITY

## RESOLUTION 2026-01

**INTRODUCED AND PASSED** by the Cottage City Commission at a Regular Town Meeting on January 14, 2026.

ATTEST:

TOWN OF COTTAGE CITY, MARYLAND

\_\_\_\_\_  
John Hoatson, Town Manager

By: \_\_\_\_\_  
Wanda Wheatley, Ward 3, Commissioner Chair

## CERTIFICATION

I, HEREBY CERTIFY, as the duly appointed Town Manager of the Town of Cottage City, Maryland, that on the 14th day of January 2026 with \_\_\_\_ Aye votes and \_\_\_\_ Nay votes, the aforesaid Resolution 2026-01 passed.

\_\_\_\_\_  
John Hoatson, Town Manager

TOWN OF COTTAGE CITY  
RESOLUTION 2026-02

Item # 5.

**A RESOLUTION OF THE COTTAGE CITY COMMISSION APPROVING THE  
APPOINTMENT OF A SPEED MONITORING SYSTEM PROGRAM OMBUDSMAN AND  
PROGRAM ADMINISTRATOR**

Introduced by: The Cottage City Commission

**WHEREAS**, during its 2014 regular session, the General Assembly of Maryland passed Senate Bill 350 and House Bill 929 entitled as the "Speed Monitoring Systems Reform Act of 2014," thereby mandating certain changes to local speed camera programs including the appointment of an ombudsman to review certain citations; and

**WHEREAS**, the Cottage City Commission has passed Ordinance 2021-03 thereby adding and amending Section 9-13 (Speed Monitoring Systems) *et seq.* of the Code of Ordinances of the Town of Cottage City; and

**WHEREAS**, pursuant to Section I of said Ordinance 2021-03, to be codified as Section 9-13(e) of the Town Code, the Cottage City Commission shall designate an official or employee to investigate and respond to questions or concerns about the speed monitoring system program and the local designee or ombudsman shall review a citation generated by a speed monitoring system if the person who received the citation requests a review thereof before the deadline for contesting liability under said Ordinance; and

**WHEREAS**, pursuant to said Ordinance 2021-03 and state law, the ombudsman may not be employed by the speed monitoring system contractor or have been involved in any review of a speed monitoring system citation, other than a review of a citation requested by an alleged violator for review before the deadline for contesting liability; and

**WHEREAS**, pursuant to Subsection 7-302(e) of Md. Ann. Code, Courts and Judicial Proceedings Article, a political subdivision of this State that collects fines as a result of violations enforced by speed monitoring systems may recover the costs of implementing and administering said speed monitoring systems, and, subject to limitations established by law regarding the maximum amount of revenues that may be retained by the political subdivision, the political subdivision may spend the remaining balance solely for public safety purposes, including pedestrian safety programs, and

**WHEREAS**, the Cottage City Commission further finds that John O'Connor has the requisite experience, education and knowledge to serve as Ombudsman for the speed camera program and it is in the best interest of the Town to employ and thereby appoint John O'Connor as Ombudsman; and

**WHEREAS**, Section 9-13(e) of the Town Code states the duties of the Ombudsman as follows:

TOWN OF COTTAGE CITY  
RESOLUTION 2026-02

Item # 5.

(l) ... respond to questions or concerns about the speed monitoring system program.

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

(b) if said designee determines that the citation is an erroneous violation (as defined in Sec. 9-13(a)(3)), the designee shall void the citation.

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

(d) ... notify the speed monitoring system contractor and/or the motor vehicle administration of the action for the purpose of rescinding any administrative penalties or fees that may have been imposed under this section.

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

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

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

**WHEREAS**, the Cottage City Commission further finds that an "erroneous violation" relating to speed cameras is defined in the Transportation Article of the Annotated Code of Maryland, § 21-809(a)(3) as a potential violation submitted by a speed monitoring system contractor for review by an agency [CCPD] that is apparently inaccurate based on a technical variable that is under the control of the contractor, and that an "erroneous violation" includes a potential violation based on:

I. A recorded image of a registration plate that does not match the registration plate issued for the motor vehicle in the recorded image;

2. A recorded image that shows a stopped vehicle or no progression;

3. An incorrectly measured speed for a motor vehicle;

4. A measured speed of a motor vehicle that is below the threshold speed that would subject the owner to a civil citation under this section;

5. A recorded image that was taken outside of the hours and days that speed monitoring systems are authorized for use in school zones; and

TOWN OF COTTAGE CITY  
RESOLUTION 2026-02

Item # 5.

6. A recorded image that was taken by a speed monitoring system with an expired calibration certificate.

**NOW THEREFORE BE IT RESOLVED**, and enacted that the Cottage City Commission hereby approves the appointment of John O'Connor, a Town contractor not otherwise engaged with the review and processing of citations under the speed camera program, as Ombudsman of the Speed Camera Program.

**AND BE IT FURTHER RESOLVED**, that the compensation for John O'Connor as the Ombudsman of the Speed Camera Program shall be determined by separate legislation and he shall not assume this office until further legislation is passed.

**AND BE IT FURTHER RESOLVED**, that the Speed Camera Ombudsman shall report the number of citations reviewed each month to the Cottage City Commission and the disposition thereof.

**AND BE IT FURTHER RESOLVED**, and enacted that the Cottage City Commission hereby approves the appointment of Acting Chief David Thompson as Program Administrator of the CCPD Speed Camera Program, with duties as set forth in Sec. 9-1 3(a)(4) and (h) of the Town Code.

**AND BE IT FURTHER RESOLVED**, and enacted that the Cottage City Commission hereby approves the assignment of Acting Police Clerk, Jenny Davila-Bernal, Operator of the Speed Camera Program and a contractual employee through a staffing agency along with any other designees from time to time deemed appropriate by the Chief of Police.

**AND BE IT FURTHER RESOLVED**, that before the deployment and activation of the Town's (CCPD) speed camera program, the appointed officials and designees named above regarding the Town's speed camera program shall complete the required training mandated by Section 21-809 of the Transp. Article of the Maryland Code provided by the Maryland Police and Correctional Training Commissions (MPCTC), in consultation with the State Highway Administration and other interested stakeholders, including any developed training program concerning a locally appointed ombudsman or program administrator appointed to provide oversight and administration of a speed monitoring program by a local jurisdiction, including a curriculum of best practices in the State.

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

**INTRODUCED AND PASSED** by the Cottage City Commission at a Meeting on January 14, 2026.

**INTRODUCED AND PASSED** by the Cottage City Commission at a Regular Town Meeting on January 14, 2026

TOWN OF COTTAGE CITY  
RESOLUTION 2026-02

Item # 5.

ATTEST:

TOWN OF COTTAGE CITY, MARYLAND

\_\_\_\_\_  
John Hoatson, Town Manager

By: \_\_\_\_\_  
Wanda Wheatley, Ward 3, Commissioner Chair

CERTIFICATION

I, HEREBY CERTIFY, as the duly appointed Town Manager of the Town of Cottage City, Maryland, that on the 14th day of January 2026 with \_\_\_\_ Aye votes and \_\_\_\_ Nay votes, the aforesaid Resolution 2026-02 passed.

\_\_\_\_\_  
John Hoatson, Town Manager

**PROFESSIONAL SERVICES AGREEMENT****Between****The Traffic Safety Group, 42988 Fairgrounds Rd, Leonardtown, MD 20650****And****The Town of Cottage City, Maryland, 3820 40<sup>th</sup> Ave, Cottage City, MD 20722**

This Professional Services Agreement “Agreement” is entered into as of January 14, 2026, by and between the All American MD, LLC trading as The Traffic Safety Group (“Contractor or TSG”), a Maryland limited liability company, and the Town of Cottage City, a municipal corporation of the State of Maryland (the “Town”). The Contractor and the Town may be referred to individually as “Town,” “Contractor,” or “TSG,” and collectively as the “Parties.”

**1. Purpose**

1.1 The purpose of this Agreement is for Contractor to provide citation review, approval or rejection processing, administrative support, and fine and fee recovery coordination for the Town’s automated speed, red-light, and stop sign enforcement systems. Primarily this contract will provide the terms and conditions for providing Ombudsman, Speed Monitoring System Operator and Program Administrator duties to free the Cottage City Police Department from dedicating limited personnel needed for community policing to perform these supporting duties.

1.2 Including within the purpose of this Agreement is to provide additional services relating to debt collection that may compliment the Town’s debt collection efforts through its retained municipal debt collector and governed by a separate Fee Schedule referenced hereinbelow. The Town of Cottage City currently has approximately \$2 Million in bad debt (i.e., unpaid citations with late and other fees accrued) that may be recovered.

**2. Scope of Services**

2.1 Citation Review and Approval.

a. Receive violation data, images, and metadata from the Town’s enforcement vendor or vendors.

b. Review each citation for clarity, accuracy, and legal sufficiency under Maryland Transportation Article, §21-809, Ordinance 2021-03 (as amended) and related laws associated with municipal civil infractions related to parking and automated traffic enforcement systems.

c. Approve or reject citations within the vendor platform.

d. Return approved citations to the vendor for notice issuance.

e. Designate an employee or agent of the Contractor to serve as the civilian Program Administrator and Ombudsman for the Town's automated enforcement program.

f. Respond to citizen inquiries before court involvement and resolve erroneous violations with the vendor directly in accordance with state law and Town policies.

g. TSG shall employ, engage and maintain legal agency with natural individuals and the Town shall, by resolution, designate specific TSG personnel (by name and title) as the Program Administrator and Ombudsman, acting as appointed officials under the Town's authority pursuant to TR, § 21-809 and Ordinance 2021-03.

## 2.2 Program Administration, Speed Monitoring System Operator and Ombudsman Services.

a. In accordance with the Maryland Automated Speed Enforcement Reform Act of 2014 (Chapter 15, Acts of 2014; codified in Transportation Article §21-809 and §21-810 of the Annotated Code of Maryland), each local jurisdiction operating automated traffic enforcement systems is required to designate a civilian Program Administrator, a Speed Monitoring System Operator and an Ombudsman to ensure the lawful operation, oversight, and accountability of its enforcement program. These roles are mandated to preserve the integrity of citation issuance, prevent conflicts of interest, and provide an independent point of contact for the public to resolve disputes and verify citation accuracy. Recent legislation permits a speed camera operating jurisdiction to assign a trained civilian to review and approve speed camera citations.

b. The Program Administrator is responsible for ensuring that all citations issued through automated enforcement systems comply with the evidentiary and procedural requirements of State law prior to approval. The duties of the Program Administrator are further defined in TR, §21-809(b)(5).

c. The Speed Monitoring System Operator is required by TR, §21-809 to operate the Town's speed monitoring systems, to fill out and sign a daily set-up log for a speed monitoring system, to provide a certificate alleging that a violation has occurred and the requirements under said section to complete training by a manufacturer of speed monitoring systems in the procedures for setting up and operating the speed monitoring system and, if requested by the violator, to testify at trial. Said section further mandates that the speed monitoring system operator successfully perform or review and evaluate the manufacturer-specified daily self-test of the speed monitoring system prior to producing a recorded image and other duties described in TR, §21-809 or as required by ordinance.

d. The Ombudsman provides citizens with an impartial channel for review and correction of potential administrative errors. Inclusion of these functions within this Agreement is therefore necessary to ensure the Town's compliance with Maryland law, to maintain transparency and public confidence, and to lawfully delegate these administrative and oversight duties to qualified civilian personnel acting under the Town's authority. The

Speed Camera Ombudsman shall report the number of citations reviewed each month to the Cottage City Commission and the disposition thereof. The duties of the Ombudsman (the “Designee”) are further defined in TR, §21-809(b)(1)(x).

e. TSG acknowledges and certifies it is independent from RedSpeed Maryland, LLC and any speed monitoring system contractor, with no shared ownership, control, or financial incentives beyond this Agreement or any agreement expressly mandated and sanctioned by this agreement. TSG shall disclose any and all other affiliations.

2.3 Exclusions: Except as stated herein regarding the Speed Monitoring System Operator, the Contractor shall not be responsible for court appearances, testimony, or representation in any adjudicatory proceeding since these remain the responsibility of the Town or its designated law-enforcement personnel. Except as stated herein, Contractor shall not be responsible for generating monthly or quarterly activity reports since program performance and operational statistics are tracked by the automated enforcement vendor, which also provides the Town with detailed billing and performance data as part of its regular reporting cycle. Contractor shall not be responsible for the direct receipt or handling of fine payments. For clarity, TSG may support post-issuance enforcement and coordination of outstanding violations as described in Section 11 but shall not itself act as the collecting entity or custodian of funds.

### **3. Compensation and Cost Neutrality**

3.1 Contractor shall be compensated \$1.74 per processed violation regardless of the fine amount. This reflects a preferred rate extended to the Town of Cottage City since the standard \$2.00 per-violation processing rate for TSG has been automatically reduced based on the Town’s existing relationship with RedSpeed Maryland, LLC. The total \$1.74 per-processed-violation fee covers TSG's citation review and related services (\$1.50 to TSG) plus a small processing/remittance fee to RedSpeed (\$0.24). This means that \$0.24 shall be paid to RedSpeed specifically for handling the TSG remittance of compensation under this contract apart from any compensation agreed to under the existing RedSpeed contract with the Town. This compensation for services rendered under this agreement represents consideration for providing the various services stated herein including but not limited to legally mandated Ombudsman and Program Administrator duties.

3.2 The total per-violation cost shall be 1.74 dollars, consisting of 1.50 dollars payable to Contractor and 0.24 dollars payable to RedSpeed Maryland, LLC for processing and remittance.

3.3 Invoicing and Vendor Authorization. Invoices shall be based on citation statistics recorded by RedSpeed Maryland, LLC, or any other vendor providing automated traffic enforcement solutions to the Town. The Town authorizes RedSpeed Maryland, LLC, or any successor or alternate vendor, to remit payment for these services directly to TSG through vendor pass-through processing. All invoices and related vendor billing statements shall clearly identify this charge as “TSG Service Fee.”

3.4 Cost Neutrality. This Agreement is and shall remain entirely cost-neutral to the Town. All compensation to Contractor shall be paid solely from vendor pass-through funds derived from citation revenues processed by RedSpeed Maryland, LLC or other vendors. If citation revenues in any billing period are insufficient to cover the full amount owed, the unpaid balance shall carry forward and be satisfied from available funds collected in the next billing period or, if necessary, from cumulative available funds at the end of the calendar or fiscal year, consistent with RedSpeed's or any other automated traffic enforcement system providers standard reconciliation procedures. At no time shall the Town be required to expend general funds, advance payments, or incur any negative balance to fulfill payment obligations. Contractor agrees that payment shall be limited strictly to available vendor pass-through revenues as described herein.

3.5 Violator-Funded Program and State Reporting. The Town acknowledges and affirms that the automated enforcement program is a violator-funded solution, with administrative and operational costs paid from citation revenue rather than municipal general funds. The Town recognizes that all costs associated with this Agreement shall be classified as direct administrative costs for purposes of the State of Maryland SMS-1 report and may be included as allowable deductions in accordance with State reporting requirements.

3.6 Contractor shall invoice monthly, and payment shall be made Net 30 following receipt of vendor disbursement from RedSpeed Maryland, LLC or any other designated vendor.

#### **4. Term and Termination**

4.1 The term of this Agreement is three years from the Effective Date.

4.2 The Agreement shall automatically renew for successive one-year terms unless terminated for cause.

4.3 Termination for cause requires written notice and a 30-day opportunity to cure.

4.4 Termination with or without cause may occur with 30-days' notice if the Cottage City Commission ends or discontinues its speed camera program after passing legislation to do so to protect the health, safety and welfare of the Town.

#### **5. Confidentiality and Compliance**

5.1 Contractor shall protect all PII, MVA data, photographic evidence, and law-enforcement data; comply with CJIS standards, DPPA (Driver's Privacy Protection Act), Maryland Public Safety and Transportation Articles, and Town policies; and not disclose or sell data to any third party without written authorization except as required by law.

5.2 The Town shall provide system access through its contracted speed camera enforcement vendor; acknowledge that citation approval may be performed by civilian

personnel in accordance with Maryland law; and has no responsibility for vendor integration or technology setup.

## **6. Mutual Indemnification**

6.1 Each Party, as the Indemnifying Party, agrees to defend, indemnify, and hold harmless the other Party and its officers, employees, agents, and representatives from and against any and all claims, damages, liabilities, losses, and expenses including reasonable attorney fees arising out of or related to the Indemnifying Party's own negligence, willful misconduct, or material breach of this Agreement. This mutual indemnification survives termination or expiration.

## **7. Independent Contractor and No Employment Relationship**

7.1 TSG is and shall remain an independent contractor. Nothing in this Agreement creates an employer-employee relationship, partnership, or joint venture between TSG and the Town.

## **8. Subcontracting Authority**

8.1 TSG may subcontract with reputable vendors or professionals for legal services, court filings, administrative work, and other specialized tasks necessary to maintain compliance with applicable state, local, and federal laws. TSG remains responsible for subcontractor performance and shall ensure that subcontractors meet the confidentiality and data protection standards of this Agreement. TSG may enter into a contract with the Town's speed camera vendor to carry out its obligations under this Agreement.

## **9. Disputes**

In the event of any dispute, controversy, or claim arising out of or relating to this Agreement, the Parties agree to first engage in good-faith negotiations to resolve the matter informally. If the dispute cannot be resolved through informal discussion, the Parties shall participate in non-binding mediation conducted by a mutually agreed-upon mediator located in Prince George's County, Maryland, with the costs of mediation shared equally between the Parties. If mediation fails to resolve the dispute within sixty (60) days of initiation, either Party may pursue litigation exclusively in a court of competent jurisdiction within Prince George's County, Maryland. The Parties expressly waive the right to a jury trial and agree that this Agreement and any dispute hereunder shall be governed by and construed in accordance with the laws of the State of Maryland, without regard to conflict-of-law principles. Participation in mediation shall be a condition precedent to filing any legal action, except where immediate injunctive relief is reasonably necessary to prevent irreparable harm.

## **10. Jurisdiction and Amendments**

10.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland, and venue for any legal action shall lie in Prince George's County, Maryland. Neither Party may assign or transfer this Agreement or any rights or obligations without the prior written consent of the other Party. This document represents the entire agreement between the Parties and supersedes all prior discussions, representations, or agreements, whether oral or written. No amendment or modification shall be valid unless in writing and signed by both Parties. All notices required or permitted shall be provided in writing and delivered either by certified mail or by email with receipt confirmation to the addresses designated by each Party.

## **11. Support for Outstanding Violations and Municipal Debt Collection**

11.1 Designation as Authorized Agent. For the limited purpose of assisting with the collection and enforcement of outstanding violations and related municipal debts, the Town designates TSG as an authorized agent of the Town. This authorization extends solely to activities undertaken in support of the Town's lawful collection and traffic enforcement programs.

11.2 Scope of Authority. TSG is not a collection agency. TSG may coordinate and collaborate with authorized collection entities including the State of Maryland Central Collection Unit and its legal subcontractors to pursue the recovery of ripe municipal debt. This includes but is not limited to debt arising from automated traffic enforcement violations, parking enforcement violations, and any other municipal civil infraction subject to lawful enforcement or recovery.

11.3 Vendor Cooperation. All vendors providing services to the Town in connection with parking or traffic enforcement programs including RedSpeed Maryland, LLC and any future vendors shall provide to TSG upon request all data and records necessary to facilitate lawful collections or enforcement actions including citation records, violator information, and other documentation needed to validate or pursue outstanding obligations.

11.4 Permitted Actions. TSG may assist the Town directly or through coordination with the State of Maryland CCU or its authorized legal subcontractors in pursuing lawful remedies including obtaining judgments, filing for wage garnishments, placing liens against property or assets, and executing other lawful recovery processes consistent with Maryland law and the Town Charter. Should TSG pursue any legal action with the State of Maryland CCU or its authorized legal subcontractors, it shall inform the Town Attorney each time it does so or provide a periodic report satisfactory to the Town.

11.5 Fee Structure. Fees and reimbursement for debt collection related activities shall be governed by a separate Fee Schedule (Addendum A) to be negotiated and jointly approved later. No fees shall be incurred or payable until that addendum has been approved by the Cottage City Commission and executed by the parties.

11.6 Compliance. TSG shall ensure that all activities performed under this section are consistent with any valid agreement with Municipal Collections of America, Inc. or any existing debt collection firm retained by the Town and fully comply with applicable Maryland laws including the State Finance and Procurement Article, Local Government Article, and the Maryland Consumer Debt Collection Act, and shall operate in a professional and ethical manner consistent with Town policies.

## **12. Disclaimer of Guarantee and Limitation of Liability**

12.1 No Guarantee of Collection or Payment. TSG makes no guarantee or representation regarding the outcome, success rate, or timing of any collection efforts or fine payments pursued under this Agreement.

12.2 No Guarantee of Citation Outcomes. TSG makes no promises or representations concerning the number or percentage of violations that will be approved or rejected. All citation reviews shall be conducted strictly in accordance with Maryland law and approvals shall be issued only when violations meet the statutory and evidentiary standards applicable to automated enforcement systems.

12.3 Limitation of Liability. Neither Party shall be liable to the other for consequential, incidental, or indirect damages. Each Party's total liability shall be limited to amounts actually payable under this Agreement.

## **13. Insurance and Liability Coverage**

13.1 Town Liability Coverage. The Town agrees to add TSG as an additional insured under its existing liability coverage programs, including general liability, public officials, and errors and omissions coverage, solely for the purposes of performing government-related services under this Agreement, including citation review and fine recovery processes.

13.2 Scope of Coverage. Coverage applies only to authorized actions performed in good faith within the scope of this Agreement. It does not extend to independent business activities, gross negligence, or willful misconduct by TSG or its personnel.

13.3 No Waiver of Sovereign Immunity. Nothing herein waives any rights or protections granted to the Town under the Local Government Tort Claims Act or other applicable laws.

13.4 Proof of Coverage. Before the performance, the Town shall provide TSG with a certificate or letter confirming its status as an additional insured.

## **14. Maryland Public Information Act Exemption**

TSG is not a public agency and therefore not subject to the Maryland Public Information Act, State Government Article, Title 4. Any data, records, or information in TSG's

possession shall be treated as confidential and may be released only with the written authorization of the Town or as required by law, subpoena, or court order.

## **15. Independent Status Relative to Other Vendors**

15.1 No Partnership or Joint Venture. This Agreement shall not be interpreted to create any partnership, joint venture, or agency relationship between TSG and any other vendor, contractor, or service provider of the Town, including RedSpeed Maryland, LLC or its affiliates.

15.2 Independent Service Providers. All parties providing services to the Town under separate contracts, including TSG and other vendors, are and shall remain independent entities. Each performs distinct functions in support of the Town's automated enforcement and public safety programs, and no party shall have authority to bind or represent another.

15.3 No Shared Liability. No provision of this Agreement shall be construed as creating shared liability, shared revenue, or shared responsibility between TSG and any other vendor. Each vendor or contractor engaged by the Town remains solely responsible for its own employees, actions, and contractual obligations.

15.4 Purpose. This provision preserves the independence of all entities operating under separate agreements while ensuring cooperative support of the Town's public safety objectives.

## **16. Maryland Public Information and Records Handling by Town**

16.1 Nothing in this Agreement restricts the Town's obligations, if any, under the MPIA with respect to records in the custody of the Town. If the Town receives an MPIA request that implicates TSG materials, the Town will consult with TSG to the extent permitted by law before disclosure and will withhold confidential or exempt materials as permitted by law.

## **17. Survivability**

17.1 If any provision of this Agreement is determined by a court of competent jurisdiction or other lawful authority to be invalid, unenforceable, or inconsistent with applicable federal, state, or local law, rule, or regulation, such provision shall be deemed automatically amended to the minimum extent necessary to achieve conformity with such law while preserving, to the greatest extent possible, the original intent of the Parties. If such an amendment is not possible, the provision shall be deemed severed, and all remaining provisions of this Agreement shall remain in full force and effect. The Parties expressly consent to any amendment or modification required by law, regulation, or procurement policy to maintain this Agreement in lawful standing and to ensure its continued enforceability.

## **18. Certifications and Assurances**

18.1 All American MD, LLC d/b/a The Traffic Safety Group hereby certifies that it is a business entity duly organized, validly existing, and in good standing under the laws of the State of Maryland. The Traffic Safety Group further certifies that it is properly registered and authorized to conduct business within the State of Maryland, including the performance of municipal administrative and program management services under this Agreement. The Traffic Safety Group affirms that it holds all required licenses, registrations, and certifications necessary to perform the services described herein, and that it shall maintain such compliance and good standing throughout the term of this Agreement.

18.2 The Traffic Safety Group also certifies that it is not debarred, suspended, or otherwise prohibited from contracting with or performing services for any federal, state, or local governmental entity, and that it will promptly notify the Town of Cottage City of any change in this status during the term of this Agreement. The Traffic Safety Group further certifies that it has or will have and maintain a valid contract with RedSpeed Maryland, LLC or its successor to facilitate the small processing/remittance fee obligated to RedSpeed (\$0.24) as defined by this Agreement and will provide written assurances to the Town that it maintains such an arrangement.

18.3 The Town of Cottage City, Maryland, a municipal corporation duly organized and existing under the laws of the State of Maryland, hereby certifies that it has the full legal authority and capacity to enter into this Agreement and to perform all obligations set forth herein. The Town further certifies that the execution of this Agreement has been duly authorized in accordance with its Charter, ordinances, and applicable procurement laws, and that the individual signing on its behalf has been duly authorized to bind the Town. The Town affirms that this Agreement and the services contemplated herein are consistent with the Town's public purposes and within its lawful powers under Maryland law, and that all necessary resolutions, approvals, and certifications have been or will be properly executed to ensure full compliance with State and local requirements.

## **19. Entire Agreement**

19.1 This Agreement, including all exhibits, addenda, and attachments hereto, constitutes the entire understanding and agreement between the Parties concerning the subject matter herein and supersedes all prior negotiations, discussions, representations, or agreements, whether written or oral. No statement, promise, condition, or understanding not contained in this Agreement shall be binding upon either Party. Any modification or amendment to this Agreement shall be effective only if made in writing and executed by authorized representatives of both Parties. The Parties acknowledge that they have read and fully understand this Agreement and agree to be bound by its terms as a complete and exclusive statement of their obligations and rights regarding the subject matter hereof.

## **20. Signatories**

20.1 Both Parties affirm that this Agreement has been executed with full lawful authority and in compliance with their respective governing laws, charters, and procurement procedures. The execution and performance of this Agreement shall not be deemed ultra vires or beyond the legal power of either Party. Each Party represents that the individuals executing this Agreement on their behalf are duly authorized to bind their respective entities, and that this Agreement constitutes a lawful, valid, and enforceable obligation.

TOWN OF COTTAGE CITY, MARYLAND

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

THE TRAFFIC SAFETY GROUP (trade name for All American MD, LLC)

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

**EBEN-EZER AUTO REPAIR**

3800 RHODE ISLAND AVE

Brentwood, MD. 20722

Phone: 202-985-9208 Fax: 000- -

**INVOICE**

Item # 9.

Org. Est. # 010797

**INVOICE**

Printed Date: 12/19/2025

Work Completed: 12/19/2025

**COTTAGE CITY POLICE DEPARTMENT**

2013 Ford - Explorer Police Interceptor - 3.7L, V6 (227CI) VIN(F

Lic # : MG2720

Odometer In : 175108

Cellular 301-741-2287

VIN # : 1FM5K8AR3 **DGA56177**

| Part Description / Number                                          | Qty  | Sale     | Ext      | Labor Description                                                                                                                                                                                           | Ext    |
|--------------------------------------------------------------------|------|----------|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|
| Catalytic Converter-Front Right Direct<br>Fit w/Manifold<br>DEALER | 1.00 | 1,450.00 | 1,450.00 | CHECK ENGINE LIGHT ON .<br>CODE: P0420 CATALYTIC CONVERTER SYSTEM<br>LOW BANK 1                                                                                                                             | 338.00 |
| Oxygen Sensor-Downstream<br>WP                                     | 1.00 | 110.36   | 110.36   | CATALYTIC CONVERTER - Remove & Replace - V6,Normally<br>Aspirated,AWD Right Side                                                                                                                            |        |
| Oxygen Sensor-Upstream<br>WP                                       | 1.00 | 199.51   | 199.51   | Air conditioning not working,<br>replace schrader valve for a/c,Service air conditioner. Check<br>condition of all belts and lines. Evacuate and recharge with<br>reclaimed R-134. Test system performance. | 250.00 |
| Battery 850 CCA : RC = 150<br>WP                                   | 1.00 | 232.41   | 232.41   | REAR RIGHT TIRE HAS LEAK DUE TO SCREW<br>TIRE WAS PATCHED THREW THE INSIDE OUT.                                                                                                                             | 45.00  |
| Strut Assembly-Front Left<br>3340303                               | 1.00 | 259.00   | 259.00   | FRONT LEFT STRUT AND SWAY BAR LIKES HAS<br>PLAY                                                                                                                                                             | n/c    |
| Sway Bar Link-Front Left<br>GB5Z 5K483-A                           | 1.00 | 92.04    | 92.04    | REPLACE STRUT AND BOTH SWAY BAR LIKES FREE.                                                                                                                                                                 |        |
| Sway Bar Link-Front Right<br>GB5Z 5K484-A                          | 1.00 | 80.02    | 80.02    | [ Discount ] \$194.23 off labor                                                                                                                                                                             |        |
| Shop Supplies                                                      |      |          | 20.00    | Hazardous Materials                                                                                                                                                                                         | 17.89  |

Org. Estimate 2,663.17 Revisions 0.00 Current Estimate 2,663.17

|           |            |
|-----------|------------|
| Labor:    | 633.00     |
| Parts:    | 2,443.34   |
| HazMat:   | 17.89      |
| Discount: | -194.23    |
| SubTotal: | 2,900.00   |
| Tax:      | 0.00       |
| Total:    | 2,900.00   |
| Bal Due:  | \$2,900.00 |

[ Payments - ]

Vehicle Received: 12/19/2025

Customer Number : 5517

\*\*\*\* THERE IS NO WARRANTY FOR PARTS PROVIDED BY THE CUSTOMER \*\*\*\*

I hereby authorize the above repair work to be done along with the necessary material and hereby grant you and/or your employees permission to operate the car or truck herein described on street, highways or elsewhere for the purpose to testing and/or inspect. An express mechanic's lien is hereby acknowledged on above car or truck to secure the amount of repairs thereto. Warranty on parts and labor is 6 months or 6,000 miles whichever comes first. WITH THE EXCEPTION OF USED YUNK YARD PARTS. Warranty work has to be performed in our shop & cannot exceed the original cost of repair.

Signature A/Chief D. ThompsonDate 12/19/25Email Address: [ebenezerautorepair6@gmail.com](mailto:ebenezerautorepair6@gmail.com)