



CITY OF DISTRICT HEIGHTS

TUESDAY, JULY 25, 2023

AGENDA

Work Session

Main Floor Commissioners Chamber
Municipal Building, 2000 Marbury Drive
7:00PM

CALL TO ORDER:

APPROVAL OF AGENDA:

- Work Session Meeting Agenda Tuesday, July 25, 2023

PUBLIC PARTICIPATION:

INFORMATION ITEMS:

1. 2023-2024 Scholarship Recipient Recognition
2. Sustainability Committee Events: Walk Audit and Sustainability Festival

ACTION ITEMS:

1. *Approval of Minutes of July 6, 2023 Meeting Minutes
Starr Jefferson, City Clerk
2. *Ordinance Adoption: Amendments to Article IX Vehicles and Traffic
Ronald Tarpley, Police Chief
3. *Budget Adjustments
David Street, City Manager
4. *Contract Award: Temporary Employee Agency
David Street, City Manager, Ronald Tarpley, Police Chief
5. *Surplus: Police Vehicles
Ronald Tarpley, Police Chief
6. **ADDITION** *MOU Authorization: LCSW Supervisory Services
David Street, City Manager & Katrina Emerson, Youth Services
7. Marbury Drive Riparian Buffer
David Street, City Manager
8. **DEFERRED** ARPA Project Update
David Street, City Manager
9. Speed Hump Placement Discussion
Roger Beam & Angela Barnhill-Love, Public Works
10. Tree Inventory Presentation
Roger Beam & Angela Barnhill-Love, Public Works
11. **DEFERRED** Introduction of Amendments to Article XVII: Commission Rules of Procedure & Virtual Meetings

David Street, City Manager & Starr Jefferson, City Clerk
12. Closed Session: Acquisition of Real Property
David Street, City Manager

MAYOR & COMMISSION ANNOUNCEMENTS/COMMENTS:

ADJOURNMENT

- **This agenda is subject to change. For the most current information, please contact the City Clerk at 301-336-1402 x110.**



CITY OF DISTRICT HEIGHTS

City Commission Meeting Title

Tuesday, July 25, 2023

Action Item 1

Title: Approval of City Meeting Minutes
Staff Contact: Starr Jefferson, City Clerk
Purpose: Approval of City Meeting Minutes from July 6,2023

Summary: The Clerk has prepared a City Meeting Minutes for the Commission review and approval to be included in the city's record.

Alternatives

The Commission could suggest edits and/or corrections to update the minutes for the record.

Attachments

1. 7.6.23 City Meeting Minutes draft

I, Commissioner _____ move to approve the City Meeting minutes from the July 6, 2023 as submitted/with the following changes:

I, Commissioner _____, second the motion.



City Meeting Minutes

Thursday, July 6, 2023, 7pm

HYPBRID | Limited Capacity In-Person & VIA ZOOM Audio/Visual Conference

CALL MEETING TO ORDER

The City Meeting of the City of District Heights was held on Thursday, July 6, 2023, via a HYBRID fashion: Limited capacity in-person and ZOOM audio/visual conference. Mayor Miller called the meeting to order at 7:04 p.m.

OPENING PRAYER

Comr. Janifer

PLEDGE OF ALLEGIANCE

Comr. Gomez

QUORUM

In attendance were Mayor Miller, Comr. Janifer, Comr. Gomez, and Comr. Tilghman. Also in attendance were David Street – City Manager, Ralph Bazilio - Treasurer, Starr Jefferson –City Clerk. Vice Mayor Harcourt arrived at 7:38pm.

AGENDA ACCEPTANCE

Comr. moved to approve the agenda for the July 6, 2023, City Meeting and was seconded by Comr. Janifer. The motion passed a 3-0-1 vote (MM abstained; VMH absent).

CONSENT AGENDA ACCEPTANCE

Comr. Janifer moved to approve the Consent Agenda items for the July 6, 2023, City Meeting which consisted of:

1. Approval of Community Block Grant Allocation

Staff recommended that District Heights join the Prince George's County Urban County Qualification for FY 2024, 2025, and 2026.

Comr. Tilghman seconded the motion which carried a 3-0-1 vote (MM abstained; VMH absent).

ACTION ITEMS

1. **Personnel Resolution DH-23-1 – David Street, City Manager**

Mr. Street introduced DH-23-1 detailing intended outcome following its approval to include the City Attorney and City Manger codifying the personnel changes and human resource functions the Commissions has put into place.

The resolution provided formally delegates the administration of the City's personnel system as described in the City Charter and City Personnel Manual to the City Manager in the interim. The resolution separates positional authority and personnel authority. The City Commission retains positional authority and approves positions (FTE), personnel budgets, departmental FTE allocations, and general job descriptions and scopes of work. The City Manager is granted personnel authority and oversees the application of the Commission's approved Personnel Manual and the personnel provisions of the City Charter.

Comr. Gomez moved to adopt Resolution DH-01-23 as provided in Attachment 1 to the July 6, 2023, City Meeting Action Item. She further moved that the City Commission direct the City Manager and City Attorney to draft, for the Commission's consideration, ordinances and other documents necessary to make permanent the City's adopted personnel system. Comr. Janifer seconded the motion which carried a 3-0-1 vote (MM abstained ; VMH absent).

2. Economic Development Discussion – David Street, City Manager

City Manager David Street discussed the Mayor and Commission's goal to grow services and amenities to the residents by developing income opportunities in the long term through annexation, attraction and retention of businesses and workforce development.

Mr. Street suggested that increasing revenue to fund additional services did not have to correlate with an increase in taxes for residents but could be strategically developed through other methods.

District Heights and has received a proposal to expand the existing relationship with LA Perez to help establish the City's Economic Development program, an award authority to increase consulting services with LA Perez in the amount of up to \$45,000 per year.

Comr. Gomez expressed excitement about the opportunity to grow the city's resources through annexation and business development and though these items may not come to fruition immediately, it was important to commit to working towards the goals now.

Vice Mayor Harcourt arrived.

Comr. Janifer agreed with Mayor Miller, Mr. Street and the sentiments of the Commission that raising taxes is not a sustainable method for raising revenue long term.

Comr. Janifer inquired whether there should be a competitive bid processes for the additional paid service. Mr. Street explained that these services are already provided by the current service provider.

Vice Mayor Harcourt inquired about metrics of success and current performance on the existing contract recently executed with LA Perez, specifically inquiring whether the current deliverables had been satisfactory.

Comr. Tilghman expressed his desire for the Commission to remain focused on the city today and thanked Employ Prince George's for their commitment to partner with the city for workforce development.

Vice Mayor Harcourt moved that the City Commission establish the City's economic development initiative, approve an award authority increase for consulting services with LA Perez in the amount of up to \$45,000 per year, and direct the City Manager to finalize and execute the contract. Commissioner Gomez seconded the motion which led to a 2-1-2 vote.

Comr. Tilghman: Nay

Comr. Janifer: Abstained

Mayor Miller: Abstained

The motion failed.

Commissioner Gomez moved to table to the motion to the July 11, 2023 Work Session

Commissioner Janifer seconded the motion which led to a 4-0-1 vote (MM abstained).

DEPARTMENT REPORTS

Department of Public Works – Ms. Angela Barnhill-Love

Mr. Barnhill-Love provided to the Commission the June reporting for the department's activities. Ms. Barnhill-Love announced that the summer hours for Public Works would begin and hours of operation would be 7am to 3pm to avoid staff working in excess heat.

Commissioner Janifer thanked PW for their assistance in the cleanup of illegal fireworks.

Report submitted

Code Enforcement Report- Chief Tarpley

Chief Tarpley shared with the Commission and residents details of the departments revenue source being a majority of citations issued for high grass and weeds and stop work orders.

Comr. Gomez inquired about the abandoned property Foster Street and other abandoned properties whether we can be proactive in maintaining properties.

Chief Tarpley announced the plans to create a habitual offenders list, where after 3 forced clean ups, a property will be placed on a 2-week maintenance cycle charged to the owner, whereby the 10 inches citation can be avoided.

Report submitted.

Police Department Report – Chief Tarpley

Chief Tarpley elaborated on the efforts of the Police Department and the Woodland Springs Management to enforce the eviction mandates for 'problem units'.

Commissioner Janifer inquired about the storage for the cameras in vehicles and body cameras.

Chief Tarpley answered 7 years.

Report submitted.

Recreation – Mr. Jefferey Taylor, Director of Recreation

Mr. Taylor presented the June Department Report to the Commission highlighting the events completed and various capacity the department serviced 2,278 residents and guests.

Vice Mayor Harcourt commended the Recreation Department for their tireless and successful efforts the last couple months.

Youth Services Bureau "YSB Report"- Ms. Katrina Emerson, Director of YSB

Ms. Emerson announced the Kindness Matters Workshop for Kids Ages 10-16 from July 24-28, 2023. Participants of this workshop will receive Psychoeducation about anger, its impact and possible consequences. Participants will gain knowledge about *Kindness* (an anger alternative) and ways to incorporate healthier, positive methods for managing anger.

During the workshop, participants will engage in daily yoga sessions, gain education about healthy eating to improve mood and overall health, learn coping strategies to manage anger, and engage in fun activities to help channel energy in creative ways.

Commissioner Tilghman thanked Katrina Emerson for her bilingual flyers.

Report submitted

Senior Center – Dr. Katrina Polk, Director of Senior Center

Dr. Polk shared the kick-off for the community needs assessment for the city's senior citizens age 50 and older. The survey can be found on the website, social media platforms, hard copy on demand, and access via QR Code (June 30th- July 31st).

She also announced the reconvening of the Senior Center Committee in the coming weeks.

Report submitted

Treasury- Ralph Bazilio, Treasurer

Mr. Bazilio plans to provide additional detail on the city's reserve funds in the coming weeks via the city's requested independent audit highlighting the current positive cash reserves the city is currently positioned: 12 million budgeted and 7 million spent explaining the majority of income and revenue being earned through grants and income taxes.

Commissioner Gomez inquired about the unappropriated fund balance – Mr. Bazilio explained that this was the excess in reserves that he alluded to earlier.

Report submitted

Human Resources – Nikesha Pancho, Manager of HR

Ms. Pancho announced that Annual Evaluation Forms had been sent to all the Department Heads. Those evaluations will be due July 15, 2023. Ms. Pancho also announced that the Police Department is conducting a mass hire for four open positions, Public Works Department, second interviews were scheduled and the position had been reposted. Finally, Ms. Pancho shared that the Recreation Department had selected three candidates for the open positions.

Vice Mayor suggested an all-hand staff meeting with the City Manager and Human Resources to ensure all moving parts had open lines of communication.

Report submitted

City Manager – David Street, City Manager

Mr. Street provided a broad overview of the management initiatives that have been completed and underway.

Comr. Gomez thanked Mr. Street for his tireless efforts to improve processes, focus on the Commissions initiatives and ensure that tax dollars which we are entrusted are being appropriately managed. The Commission agreed that Mr. Street had accomplished a great deal in his short tenure.

Vice Mayor Harcourt inquired whether a risk assessment or audit could be scheduled in determine if additional savings could be earned by the city.

Comr. Tilghman inquired whether there was a COLA update available.

Report submitted

PUBLIC PARTICIPATION

Speedbump requested on Ramblewood Drive

The resident was directed to provide the details of the speed bump to Ms. Angela Barnhill-Love so that the location may be included in the current speed study.

MAYOR AND COMMISSION COMMENTS/REPORTS

Commissioner Tilghman

Announced that he was sworn into Father, Men and Boys Commission of Prince George's County. He thanked the County Executive for her support along with the County Council for their support.

The Commission congratulated the Commissioner on his post.

ADJOURNMENT

Vice Mayor Harcourt moved to adjourn the City Meeting. Comr. Janifer seconded the motion which carried a 4-0-1 vote (MM abstained).

The City Meeting adjourned at 9:01pm.

Respectfully submitted,

Starr Jefferson
City Clerk



CITY OF DISTRICT HEIGHTS

City Commission Work Session

Tuesday July 25, 2023

Action Item 2

Title: Ordinance Introduction – Amendments to Article IX Vehicles and Traffic
Staff Contact: Ronald Tarpley, Chief of Police
Purpose: To introduce amendments to Article IX to expand the City’s enforcement capabilities.
Recommendation: Staff recommends that the Commission adopt the ordinance as proposed at the July 25, 2023 City Meeting.

Summary: The City current has a speed camera ordinance and a contractual agreement with RedSpeed for enforcement and administrative support. The amendments proposed will broaden the City’s speed camera program by allowing the program to operate in more areas and during more hours over the course of the day.

The draft is currently under review with the City Attorney. Changes to the draft ordinance or additional amendments stemming from that review will be presented to the City Commission on July 6 prior to adoption.

Fiscal Impact: There is no fiscal impact to introducing this ordinance. Adopting the ordinance will potentially increase fine revenue from vehicles speeding within the City.

Draft Motion:

I, Commissioner _____ move that the City Commission adopt the proposed amendments to Article IX as proposed at the July 25, 2023 Work Session.

I, Commissioner _____ second the motion.

Attachments

1. Draft Ordinance Amendments
- 2.

**MAYOR AND COUNCIL
THE CITY OF DISTRICT HEIGHTS**

ORDINANCE NO. __-23

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF DISTRICT HEIGHTS, MARYLAND REVISING ARTICLE IX (VEHICLES AND TRAFFIC) OF THE CITY CODE, BY CHANGING, OR AMENDING SECTION 911 (SPEED REGULATIONS) TO ALLOW DESIGNATION AND NOTICE OF RESIDENTIAL DISTRICTS FOR THE DEPLOYMENT OF SPEED MONITORING SYSTEMS; BY ADDING SECTION 911.1 (TRAFFIC SIGNAL MONITORING SYSTEMS); BY ADDING SECTION 911.2 (PENALTIES; FEES); AND BY ADDING SECTION 911.3 (DESIGNATION OF SCHOOL ZONES, RESIDENTIAL DISTRICTS AND RED-LIGHT CAMERA INTERSECTIONS), BY ADDING SECTION 911.4 RED LIGHT CAMERA ENFORCEMENT PROGRAM (TRAFFIC MONITORING SYSTEMS) AND GENERALLY RELATED TO THE REGULATION OF PARKING AND TRAFFIC WITHIN THE CITY OF DISTRICT HEIGHTS

WHEREAS, pursuant to Article IV Section 401 General Powers and Section 402. Specific Powers of the City Charter, the Council shall have the power to pass all such ordinances not contrary to the Constitution and laws of the State of Maryland or said Charter as it may deem necessary for the good government of the City; for the protection and preservation of the City's property, rights, and privileges; for the preservation of peace and good order; for securing persons and property from violence, danger, or destruction; and for the protection and promotion of the health, safety, comfort, convenience, welfare, and happiness of the residents of the City and visitors thereto and sojourners therein; and

WHEREAS, pursuant to Article IV of the City Charter, the City shall have control of all public ways in the City except such as may be under the jurisdiction of the State Roads Commission of Maryland or Prince George's County and subject to the laws of the State of Maryland and this Charter, the City may do whatever it deems necessary to establish, operate, and maintain in good condition the public ways of the City; and

WHEREAS, pursuant to §21-809(b) of the Transportation Article of the Annotated Code of Maryland, a speed monitoring system may be used in a local jurisdiction under said section if its use is authorized by the governing body of the local jurisdiction by local law enacted after reasonable notice and a public hearing; and

WHEREAS, the Mayor and Council on January 01, 2010 after a public hearing adopted DH-09-02 and thereby initially establishing the automated speed enforcement program; and

WHEREAS, on May 30, 2021, the General Assembly of Maryland enacted HB 619 (Ch. 447 of the 2021 Laws of Md.) now codified in Transportation Article ("TR"), § 21-809(b)(1)(vi)1 authorizing, in addition to designated school zones, the placement of speed monitoring systems (also known as speed cameras) in Prince George's County on highways in residential districts with a maximum posted speed limit of 35 miles per hour to be effective on October 1, 2021; and

WHEREAS, pursuant to TR § 21-101(s), the term “residential district” is defined as “an area that: (1) Is not a business district; and (2) Adjoins and includes a highway where the property along the highway, for a distance of at least 300 feet, is improved mainly with residences or residences and buildings used for business,” and

WHEREAS, the City Council finds that driving in excess of posted speed limits, and failing to stop at red lights is a major cause of accidents, injuries and death; and

WHEREAS, the City Council further finds traffic studies indicate that the presence of speed cameras and red-light cameras has contributed to as much as an 80% - 90% decrease in the number of drivers running red lights, and exceeding the speed limit by 12 miles per hour or more in the vicinity of schools; and

WHEREAS, the City currently operates speed monitoring systems by permission within designated school zones on Monday through Friday between 6:00 a.m. and 8:00 p.m. within its jurisdiction, and

WHEREAS, these automated speed monitoring systems, deployed in either residential districts or school zones, and red-light enforcement programs are hereby created or ratified by the City Council with a goal to increase safety for the motoring public as well as for residents, school children, visitors and parents with the use of automated speed enforcement; and

WHEREAS, Title 21 of the Transportation Article of the Maryland Annotated Code (hereinafter, the “Code”), authorizes and empowers the Cottage City Commission to implement and use a speed monitoring system, and red-light photo enforcement systems that are consistent with the requirements of Title 21, Subtitles 2 and 8 of the Transportation Article of the Code on a public highway; and

WHEREAS, the Chief of Police has advised that Speed Monitoring Systems will advance public safety and welfare; and Red-Light Enforcement systems strategically placed in designated areas will advance the safety of the motoring public; and

WHEREAS, upon due consideration of the comments of the public and staff and in furtherance of the public health, safety and welfare, the City Council finds that it is in the best interest of the public health, safety and welfare of the citizens of the City to adopt and establish school and residential zones or districts and authorize the use of speed monitoring systems within school zones and residential districts, along with a red-light photo enforcement program; and

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

WHEREAS, as prescribed by law, reasonable notice of the use of Speed Monitoring Systems shall be provided through advertisement in a newspaper of general circulation in District Heights and the City's website at least fifteen (30) days prior to the activation of an unmanned speed monitoring system in a School Zone or Residential District for the first time or a red-light photo enforcement program; and

WHEREAS, the Council finds it to be in the best interest of the City to amend the City's parking and traffic ordinances as provided herein below.

NOW THEREFORE, BE IT ORDAINED AND ENACTED BY THE MAYOR AND COUNCIL OF THE CITY OF DISTRICT HEIGHTS, that Article IX (Vehicles and Traffic) of ~~the City of District Heights Ordinance Code as written herein below is hereby enacted, adopted, revised and amended to include the following language such that said Ordinance Code and said Article shall henceforth read as follows of the Code of Ordinance of the City of District Heights, Maryland is hereby amended as follows:~~

* * *

ARTICLE IX –VEHICLES AND TRAFFIC

Section ~~911.1~~ 912 Speed-monitoring systems.

(A) In this section, the following words have the meanings indicated.

~~[(1) OWNER — The registered owner of a motor vehicle or a lessee of a motor vehicle under a lease of six months or more, except that "owner" does not include:~~

~~(a) A motor vehicle rental or leasing company; or~~

~~(b) A holder of a special registration plate issued under Md. Code Ann., Transp. Art., Title 13, Subtitle 9, Part III.]~~

~~[(2)](1) DEPARTMENT — The City of District Heights Police Department.~~

~~[(3)](2) ERRONEOUS VIOLATION — A potential violation submitted by a speed monitoring system contractor as defined in the Transportation Article of the Annotated Code of Maryland, § 21-809(a)(3).~~

(3) OWNER — THE REGISTERED OWNER OF A MOTOR VEHICLE OR A LESSEE OF A MOTOR VEHICLE UNDER A LEASE OF SIX MONTHS OR MORE, EXCEPT THAT "OWNER" DOES NOT INCLUDE:

(A) A MOTOR VEHICLE RENTAL OR LEASING COMPANY; OR

(B) A HOLDER OF A SPECIAL REGISTRATION PLATE ISSUED UNDER MD. CODE ANN., TRANSP. ART., TITLE 13, SUBTITLE 9, PART III.

(4) PROGRAM ADMINISTRATOR — A City employee or representative designated by the Chief of Police to oversee the contract with the speed monitoring system contractor.

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

(6) RECORDED IMAGE — An image recorded by a speed-monitoring system on a photograph, a microphotograph, an electronic image, a videotape, or any other medium, and showing:

(a) The rear of a motor vehicle;

(b) At least two time-stamped images of the motor vehicle that include the same stationary object near the motor vehicle; and

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

(7) RESIDENTIAL DISTRICT — AN AREA THAT: (I) IS NOT A BUSINESS DISTRICT AS DEFINED IN TR ART., § 21-101 OF MD. ANN. CODE; AND (II) ADJOINS AND INCLUDES A HIGHWAY WHERE THE PROPERTY ALONG THE HIGHWAY, FOR A DISTANCE OF AT LEAST 300 FEET, IS IMPROVED MAINLY WITH RESIDENCES OR RESIDENCES AND BUILDINGS USED FOR BUSINESS.

~~[(7)]~~ (8) SPEED-MONITORING SYSTEM — A device with one or more motor vehicle sensors producing recorded images of motor vehicles traveling at speeds at least 12 miles per hour above the posted speed limit.

~~[(8)]~~ (9) SPEED-MONITORING SYSTEM OPERATOR — A representative of the Department or a designated person that operates a speed monitoring system.

(B) Notice.

(1) The Mayor and Council, by ORDINANCE OR resolution, following reasonable notice to the public and a public hearing, may establish a school zone OR A RESIDENTIAL DISTRICT on any road under the ~~City's~~ City's jurisdiction or with permission of the county or State Highway Administration on any county or state road within 1/2 mile of a school OR WITHIN A RESIDENTIAL DISTRICT and, for any school zone OR RESIDENTIAL DISTRICT so established, shall set a maximum speed limit, as permitted by law, provided that the designation of such school zone OR RESIDENTIAL DISTRICT and the maximum speed limit set for such zone OR DISTRICT shall not become effective until the City installs signs designating the school zone OR RESIDENTIAL DISTRICT and indicating the maximum speed limit applicable in the school zone OR RESIDENTIAL DISTRICT located in the City

of District Heights .

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

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

- (a) Until signage is installed in accordance with Subsection (C); and
- (b) For at least the first 15 calendar days after the signage is installed.
- (c) This provision is not applicable to a handheld unit directly operated by a police officer

(C) Before activating a speed-monitoring system OR CHANGING AN EXISTING SPEED-MONITORING SYSTEM FROM A SCHOOL ZONE TO A RESIDENTIAL DISTRICT DESIGNATION WITH A LONGER OR MODIFIED DAILY ACTIVATION PERIOD, the Chief of Police or their designee shall:

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

(2) Ensure that each sign that designates a school zone OR RESIDENTIAL DISTRICT is proximate to a sign that indicates that speed-monitoring systems are in use in the school zone OR RESIDENTIAL DISTRICT and is in accordance with the Manual for and the specifications for a uniform system of traffic control devices adopted by the State Highway Administration.

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

* * *

SECTION 911.1 (a) 913 TRAFFIC SIGNAL MONITORING SYSTEMS

(A) THE CHIEF OF POLICE IS HEREBY AUTHORIZED TO ERECT AND TO OPERATE, THROUGH CITY EMPLOYEES OR A DULY AUTHORIZED AND QUALIFIED AGENT, ONE OR MORE TRAFFIC SIGNAL CONTROL DEVICES AS AUTHORIZED BY SECTION 21-202.1 (THE "ENABLING ACT") OF THE TRANSPORTATION ARTICLE OF THE ANNOTATED CODE OF MARYLAND.

(B) THE CIVIL PENALTY SHALL BE PAID TO THE CITY OF DISTRICT HEIGHTS , AND ALL UNPAID VIOLATIONS MAY BE FORWARDED FOR COLLECTION ACTIONS,

EXCEPT THAT, IN A CONTESTED CASE BEFORE THE DISTRICT COURT OF MARYLAND, THE PENALTY SHALL BE COLLECTED BY THE DISTRICT COURT IN ACCORDANCE WITH §7-302(A) OF THE COURTS AND JUDICIAL PROCEEDINGS ARTICLE OF THE MARYLAND ANNOTATED CODE AND DISTRIBUTED IN ACCORDANCE WITH §12-118 OF THE TRANSPORTATION ARTICLE OF THE MARYLAND ANNOTATED CODE, AS ANY OF THE FOREGOING MAY BE AMENDED FROM TIME TO TIME.

(C) THE CHIEF OF POLICE IS HEREBY AUTHORIZED TO CHARGE AN ADMINISTRATIVE FEE OR FEES FOR THE COSTS OF NOTIFYING THE MARYLAND MOTOR VEHICLE ADMINISTRATION OF VIOLATIONS NOT CONTESTED OR PAID WITHIN 30 DAYS OF THEIR DATE OF ISSUANCE, AND AN ADDITIONAL ADMINISTRATIVE FEE FOR THE ISSUANCE TO THE MARYLAND MOTOR VEHICLE ADMINISTRATION OF ANY OTHER NOTICE OR RELEASE. REQUESTED IN CONNECTION WITH UNCONTESTED OR UNPAID VIOLATIONS AS PROVIDED IN SECTION ~~911.3~~ HEREOF.

(D) A VIOLATION WHICH HAS BEEN TIMELY CONTESTED AND THEREAFTER RULED UPON BY THE DISTRICT COURT OF MARYLAND TO HAVE BEEN CORRECTLY AND THEREAFTER NOT TIMELY PAID SHALL BE SUBJECT TO ANY ADMINISTRATIVE FEES AS PROVIDED IN SECTION 911.3 HEREOF.

Section ~~911.2914~~ Penalties; fees.

(A) Civil violations.

(1) A violation of Section ~~15.6 (Speed-monitoring systems)~~ 912 shall be deemed a civil infraction pursuant to § 21-809 of the Transportation Article of the Annotated Code of Maryland, and the penalty shall be a fine of \$40.

(2) A VIOLATION OF SECTION ~~911.2913~~ (TRAFFIC SIGNAL MONITORING SYSTEMS) SHALL BE DEEMED A CIVIL INFRACTION PURSUANT TO § 21-202.1(G)(5) OF THE TRANSPORTATION ARTICLE OF THE ANNOTATED CODE OF MARYLAND, AND THE PENALTY SHALL BE A FINE OF \$75.00 AND DISTRIBUTED IN ACCORDANCE WITH §12-118 OF THE TRANSPORTATION ARTICLE OF THE MARYLAND ANNOTATED CODE, AS ANY OF THE FOREGOING MAY BE AMENDED FROM TIME TO TIME.

(3) MVA Flagging Fee for Unpaid Citation: \$35.00

(4) Returned Check Fee for Unpaid Citation: \$35.00

Commented [BF1]: @DavidStreet there is no section 15.6 (Speed-monitoring Systems) of the City Ordinance

(5) If a speed camera or red-light camera citation has not been paid in 30 days, the fee shall double, and if not paid in 60 days, the fee shall double again for each speed and red-light violation.

(6) If a speed camera, red-light camera, or parking violation citation/violation has not been paid after 90 days it shall be forwarded to Municipal Collections of America and a collection fee of \$40.00 shall be assessed to each violation in a default or collections status.

SECTION 911.3915 DESIGNATION OF SCHOOL ZONES, RESIDENTIAL DISTRICTS AND RED-LIGHT CAMERA INTERSECTIONS

(A) AS REFERENCED IN SECTION 911.2914, THE MAYOR AND COUNCIL MAY DESIGNATE CERTAIN ROADWAYS TO BE DESIGNATED AS A SCHOOL ZONE FURTHER DEFINED AS A DESIGNATED ROADWAY SEGMENT OF UP TO A HALF-MILE RADIUS FROM OF A SCHOOL FOR ANY GRADES KINDERGARTEN THROUGH GRADE 12 WHERE SCHOOL-RELATED ACTIVITY OCCURS, INCLUDING TRAVEL BY STUDENTS TO OR FROM SCHOOL ON FOOT OR BY BICYCLE, OR THE DROPPING OFF OR PICKING UP OF STUDENTS BY SCHOOL BUSES OR OTHER VEHICLES ON ANY COUNTY, MUNICIPAL, OR STATE ROAD, AND FURTHER APPROVES AND AUTHORIZES THE USE OF MOBILE OR STATIONARY RED LIGHT CAMERA SYSTEMS PROVIDED FOR RED LIGHT CAMERA ENFORCEMENT AT SIGNALIZED INTERSECTIONS WITHIN THE MUNICIPALITY.

(B) AS REFERENCED IN SECTION 911.2914, THE MAYOR AND COUNCIL MAY DESIGNATE CERTAIN ROADWAYS TO BE DESIGNATED AS RESIDENTIAL DISTRICTS AS DEFINED IN SECTION 911.4 SHOULD A DESIGNATED RESIDENTIAL DISTRICT ALSO INCLUDE A SCHOOL ZONE, THEN THE SPEED CAMERA DESIGNATION THAT AFFORDS THE GREATER LEVEL AND DURATION OF PROTECTION TO THE PUBLIC SHALL CONTROL PROVIDED THAT SEGMENT OF ROADWAY MEETS THE PROPER DEFINITION. SAID RESIDENTIAL DISTRICTS ARE INITIALLY DESIGNATED AS FOLLOWS: (1) ALL QUALIFYING MUNICIAPL ROADWAYS WITHIN THE JURISDICTIONAL BOUNDRIES OF THE CITY OF DISTRICT HEIGHTS AS DEEMED BY THE CHIEF OF POLICE 2) SILVER HILL RD AND SCOTT KEY DRIVE 3) ANY OTHER ROADWAY OR LOCATION AS REQUIRED TO PROTECT THE HEALTH, WELFARE, AND SAFETY OF THE RESIDENTS OF DISTRICT HEIGHTS AS PRESCRIBED BY THE CHIEF OF POLICE

(C) THE ROADWAYS CURRENTLY DESIGNATED AS SCHOOL ZONES, UNDER RESOLUTIONS 43-09, 44-09, REGARDING MD-210 AND 05-15 REGARDING MD-414, AND AS DEFINED IN SECTION 15-6(A)(5).

(D) THE INTERSECTIONS CURRENTLY DESIGNATED FOR DEPLOYMENT OF TRAFFIC CONTROL SIGNAL MONITORING SYSTEM(S) ARE AS FOLLOWS: 1) MARLBRO PIKE AND COUNTY RD 2) ANY OTHER ROADWAY OR LOCATION AS REQUIRED TO

PROTECT THE HEALTH, WELFARE, AND SAFETY OF THE RESIDENTS OF DISTRICT HEIGHTS AS PRESCRIBED BY THE CHIEF OF POLICE

SECTION ~~911-4916~~ RED LIGHT CAMERA ENFORCEMENT PROGRAM (TRAFFIC MONITORING SYSTEMS)

- (A) THE USE OF RED LIGHT CAMERAS FOR TRAFFIC CONTROL IS AUTHORIZED AT LOCATIONS WITHIN THE CITY AS DETERMINED BY THE CHIEF OF POLICE.
- (B) THE CITY MAY ENTER INTO APPROPRIATE AGREEMENTS WITH DULY QUALIFIED VENDORS FOR THE FURNISHING OF LABOR, EQUIPMENT AND MAINTENANCE RELATED TO THE INSTALLATION AND OPERATION OF A RED-LIGHT CAMERA ENFORCEMENT PROGRAM. THE CHIEF OF POLICE IS AUTHORIZED TO NEGOTIATE WITH SUCH DULY QUALIFIED VENDORS; PROVIDED, HOWEVER, THAT NO AGREEMENT FOR SUCH LABOR, EQUIPMENT OR MAINTENANCE SHALL BE EFFECTIVE UNTIL FIRST HAVING BEEN DULY APPROVED BY THE CITY COUNCIL.
- (C) THE CITY'S RED LIGHT CAMERA ENFORCEMENT PROGRAM SHALL BE CONDUCTED IN COMPLIANCE WITH ALL APPLICABLE PROVISIONS OF TRANSPORTATION ARTICLE, § 21-202.1, OF THE MARYLAND ANNOTATED CODE, AS AMENDED FROM TIME TO TIME, AND ALL OTHER APPLICABLE LAWS.
- (D) UNLESS THE DRIVER OF A MOTOR VEHICLE RECORDED BY A RED LIGHT CAMERA IN VIOLATION OF TRANSPORTATION ARTICLE, § 21-202(H), OF THE MARYLAND ANNOTATED CODE, AS AMENDED FROM TIME TO TIME, RECEIVED A CITATION FROM A POLICE OFFICER AT THE TIME OF THE VIOLATION, THE OWNER OR, IN ACCORDANCE WITH TRANSPORTATION ARTICLE, § 21-202.1(G)(5), OF THE MARYLAND ANNOTATED CODE, AS AMENDED FROM TIME TO TIME, SHALL BE GUILTY OF A MUNICIPAL INFRACTION AND SUBJECT TO A CIVIL PENALTY OF \$100. THE CITY MAY ALSO COLLECT THOSE ADMINISTRATIVE FEES SET FORTH IN § 150-73 RELATED TO THE IMPLEMENTATION OF A RED-LIGHT CAMERA ENFORCEMENT PROGRAM WITHIN THE CITY.

[The current Section 912 of the City of District Heights, Maryland Ordinance shall be renumbered 917, and the current Section 913 of the City of District Heights, Maryland shall be renumbered 918.](#)

SECTION 2. AND BE IT FURTHER ORDAINED AND ENACTED, that any prior ordinances adopting and enacting any provision of Article IX of said Code 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 herein shall be ~~deemed repealed and superseded~~amended by the provisions of this Ordinance. 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.

SECTION 3. AND BE IT FURTHER ORDAINED AND ENACTED, that this Ordinance shall take effect ~~thirty-twenty~~ (3020) calendar days following adoption by the City Council, having been passed by the required yeas and nays votes of the Mayor and Council of the City of District Heights, and the Mayor is authorized to execute a contract for collections services as attached in Exhibit A; and

SECTION 4. AND BE IT FURTHER ORDAINED AND ENACTED, that upon passage, the City Clerk shall cause to be published a summary of this Ordinance at least twice in the City newsletter or a newspaper having general circulation within the City of District Heights.

HAVING BEEN INTRODUCED AND HAVING BEEN READ as an ordinance and passed by a yeas and nays vote of the Mayor and Council of the City of District Heights with the affirmative votes of at least four (3) of the members of the legislative body including the Mayor as indicated below at a Public Meeting of The Mayor and Council of the City of District Heights held on this ___ day of _____ 2023, at _____ o'clock __.m., in the Municipal Building in District Heights, Maryland.

PASSED this ___ day of ~~April~~July 2023.

<u>ROLL CALL VOTE</u>	<u>YEA/NAY/ABSTAIN/ABSENT</u>
MILLER	_____
HARCOURT	_____
JANIFER	_____
TILGHMAN	_____
GOMEZ	_____

I HEREBY CERTIFY that the above Ordinance __ - 23 was passed by the required ye and nay vote of the Mayor and Council of District Heights on the ___ day of April 2023.

ATTEST: THE CITY OF DISTRICT HEIGHTS

Starr Jefferson, City Clerk

By: _____
Cynthia Miller, Mayor

By: _____
Xander Harcourt, Vice Mayor

CERTIFICATION

I HEREBY CERTIFY that following its passage, a summary of this Ordinance No. __ -23 has been published at least twice in the City newsletter or a newspaper having general circulation in the City of District Heights and that an executed copy of this ordinance has been delivered to General Code, LLC for codification.

Date: _____

Starr Jefferson, City Clerk

(Exhibit A – Contract with Municipal Collections of America)



CITY OF DISTRICT HEIGHTS
City Commission Work Session
Tuesday, July 25, 2023
Action Item 3

Title: Budget Adjustments
Staff Contact: David Street, City Manager
Purpose: To amend the FY 2024 Adopted Budget.

Summary: This item proposes budget adjustments for the City Commission’s consideration pursuant to the adopted budget policy.

Sierra Club Grant: Sustainability Committee	
Revenue – Grants	\$1,000
Expenditures – Public Works – Materials and Supplies	\$1,000

Scholarship FY 2023-2024 Carryforward	
Revenue – Prior year Fund Balance	\$2,000
Expenditures – Addition to Current Year Scholarships	\$2,000

Fiscal Impact: This budget adjustment will increase general fund revenues and expenditures by \$3,000.

Draft Motion:

I, Commissioner _____ move that the City Commission estimate and appropriate \$1,000 in Sierra Club Grant Revenue in the Department of Public Works for the Sustainability Committee.

I, Commissioner _____ move that the City Commission estimate and appropriate \$2,000 in prior year fund balance in for City Scholarship awards.



CITY OF DISTRICT HEIGHTS
City Commission Work Session
Tuesday, July 25, 2023
Action Item 4

Title: Contract Award: Temporary Employee Agency
Staff Contact: David Street, City Manager
Ronald Tarpley, Police Chief
Purpose: To award a sole-source contract to JI Solutions in an amount not to exceed \$168,960.

Summary: The Police Department currently has a significant backlog in fines, infractions, and other records that need to be processed. Processing the backlog is a temporary project and requires some specialized knowledge in law enforcement infractions and procedure. JI Solutions Inc. recently completed placements with the Prince George’s County Sheriff’s Office, meaning that they have a roster of vetted, screened, and viable applicants that can take on administrative law enforcement work for the City of District Heights Police Department.

Due to the extent of the backlog and that JI Solutions has available candidates from a recent Prince George’s County placement, staff recommends that the Commission single-source a contract for temporary employment services not to exceed one year and \$168,960.

Fiscal Impact: The cost of the long-term temporary employees will be absorbed by the DHPD’s operating budget. Backlogged revenue will be appropriated mid-year to offset the cost for services.

Draft Motion:

I, Commissioner _____ move that the City Commission waive the complete bid requirements.

I, Commissioner _____ move that the City Commission approve a contract award to JI Solutions in an amount not to exceed \$168,960 for two full-time data entry consultants for the police department ticket backlog.

Attachment:

1. Draft SOW

Item 4 - Attachment 1

**City Of District Heights,
Maryland**

This Exhibit effective June 16, 2023 details the services from this contract dated June 16, 2023, provided by Johnsons Immediate Solutions (JI Solutions LLC) and will continue to provide to City of District Heights, Maryland. The services under this Exhibit shall be conducted under and subject to the terms and conditions of that certain Independent Consultant Agreement between Consultant and City of District Heights, dated June 16, 2023.

City Of District Heights, Maryland Contact Person: David Street

City Manager
Phone: 301-336-1402 X138
Cell: 240-585-1478
Email: StreetD@districtheights.org

Consultant Contact:

Sylvia Johnson, President/CEO
Office: 240-417-1764
Email: sjowens@ji-solutions.com

Consultant Providing Service:

(1) Administrative Assistant 1 Consultant

(1) Data Entry 1 Consultants

Field of Experience:

Administrative/Data Entry

Scope of Work:

Consultants will provide consulting services in support of the City of District Heights, Maryland project.

Candidates for this position will be organized, able to work independently, proficient in Microsoft Office Work, and Excel, can flow and comprehend sudden changes and updates, and able to assist the staff while making data entry. Candidate must be able to handle tasks with little to no supervision and is able to work a flexible schedule. Be able to work with web-based programs.

1. Administrative Assistant 1 Consultant

Responsibilities for Administrative Assistant

- Greet visitors and point them in the right direction, answer inquiries, and create a welcoming environment
- Organize and maintain files and databases in a confidential manner
- Manage communication including emails and phone calls
- Screen phone calls, redirect calls, and take messages
- Schedule appointments, meetings, and reservations as needed
- Receive deliveries; sort and distribute incoming mail
- Maintain and order office supplies
- Receive invoices and review for accuracy
- Coordinate staff travel arrangements including transportation and accommodations

Qualifications for Administrative Assistant

- High school diploma or general education degree (GED) required. associate's degree in Business Administration preferred.
- 2-3 years of clerical, secretarial, or office experience
- Proficient computer skills, including Microsoft Office
- Strong verbal and written communication skills
- Comfortable with routinely shifting demands
- High degree of attention to detail
- Data entry experience
- Working knowledge of general office equipment

ESSENTIAL FUNCTIONS, RESPONSIBILITIES, AND TASK

- Create spreadsheets to track important information and orders.
- Transfer data from a hard copy to a digital database (Parking Tickets, RedSpeed Tickets, Municipal Infractions, etc.).
- Verify outdated data and make any necessary changes to records.

- Perform regular database backups to secure data.
- Ability to process parking ticket payments on the e-process online program.
- Update monthly Excel spreadsheet to reflect monthly income and email spreadsheet to Supervisor.
- Operate common office equipment, like scanners and printers.
- Check emails and voicemails and respond accordingly.
- Answer phones and assist callers and take a message.
- Greet guests when they enter the police department.
- Provide occasional administrative support.
- Duties as assigned.

REQUIRED KNOWLEDGE, SKILL, AND ABILITIES

- Organized with attention to detail.
- Excellent verbal and written communication skills.
- Thorough understanding of information technology procedures and practices.
- Proficient with, or able to quickly become proficient with, a range of general and specialized applications, software, and hardware used in the organization and the industry.
- Proficient with Microsoft Office Suite, or related software.
- Excellent and precise data entry and typing skills.
- Ability to keep information confidential.
- Ability to work independently

Schedule of Services:

Start Date: June 26, 2023, End Date: June 26, 2023 (12 months)

This contract may be extended for an additional month (s); if mutually agreed

By both parties. Overtime is permitted with approval from the client.

(1) Administrative Assistant 1 Consultant
\$ 44 /per hour NTE
40 hours a week
NTE \$ \$7,040 a month

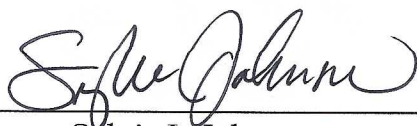
(2) Data Entry 1 Consultants
\$ 44 /per hour NTE
40 hours a week
NTE \$ \$7,040 a month

Compensation Schedule: Net 15 days

On-site - Only as applicable: travel,
Lodging and Meals: 100% reimbursed by
Client (not estimated in the terms of the
SOW).

Equipment: Computers (laptops), on-site
workspace, materials and supplies provided
by the client for explicit use for the project.

Johnsons Immediate Solutions LLC

By: 
Name: Sylvia L. Johnson
Title: CEO
Date: 6/22/2023

City of District Heights, Maryland

By: _____
Name: David Street
Title: City Manager
Date: _____



CITY OF DISTRICT HEIGHTS

City Commission Work Session

Tuesday, July 25, 2023

Action Item 5

Title: Surplus: Police Vehicles
Staff Contact: Ronald Tarpley, Chief of Police
Purpose: To surplus police vehicles.

Summary: The following vehicles have reached the end of their useful life and are scheduled to be surplus. These vehicles will be traded in the next phase of police vehicle acquisitions.

Table 1.

Year	Make/Model	VIN
2014	Ford Taurus PI	X4664
2014	Ford Taurus PI	X4665
2014	Honda Insight	X2019
2014	Honda Insight	X1807

Fiscal Impact: The trade-in on these vehicles will offset the purchase costs of new vehicles.

Draft Motion:

I, Commissioner _____ move that the City Commission surplus the vehicles described in Table 1 of the July 25, 2023 Action Item.

I, Commissioner _____ second the motion.



CITY OF DISTRICT HEIGHTS

City Commission Work Session

Tuesday, July 25, 2023

Action Item 6

Title: Contract Award: Temporary Employee Agency
Staff Contact: David Street, City Manager
Katrina Emerson, Youth Services
Purpose: To enter into an MOU for licensed clinical social worker supervision services in an amount not to exceed \$37,500

Summary: The Youth Services Bureau (YSB) is preparing to hire one or more licensed clinical social workers to provide clinical and non-clinical services at the YSB. Adding staff with the LCSW designation would significantly increase the YSB's capacity to deliver services to residents and clients. LCSWs must be supervised by a licensed supervisor. The District Heights YSB has a prior relationship with such a provider.

Fiscal Impact: Entering into an MOU with this service provider does not have a fiscal impact. The YSB would repurpose currently budgeted personnel dollars to fund the billable hours.

Draft Motion:

I, Commissioner _____ move that the City Commission waive complete bid requirements.

I, Commissioner _____ move that the City Commission approve the provision of LCSW supervisory services through an agreement with a service provider and authorize the City Manager to execute an MOU in an amount not to exceed \$37,500.

Attachments:

1. Draft MOU

**MEMORANDUM OF
UNDERSTANDING**

**By and Between
The City of District Heights
AND M. Margaret Higgins, LCSW-C**

This master memorandum of understanding ("**MOU**" or "**Agreement**") is effective as of _____, 2023 ("**Effective Date**") by and between the CITY OF DISTRICT HEIGHTS, a body corporate and politic ("**City**") and the Ms. M. Margaret Higgins, LCSW-C, a Licensed Certified Social Worker - Clinical ("Provider") (collectively, the "Parties").

RECITALS

WHEREAS, the City, through its Youth Services Bureau ("YSB"), provides direct mental/ behavioral health services to preschool and school-aged youth;

WHEREAS, the City seeks to provide clinical and non-clinical mental/behavioral health services by hiring Licensed Masters Social Workers ("LMSW") and Licensed Clinical Social Workers ("LCSW");

WHEREAS, the City has appropriated funding for the provision of mental/behavioral clinical and non-clinical services through the Youth Services Bureau in the FY 2024 Budget;

WHEREAS, Ms. M. Margaret Higgins holds a LCSW-C designation and is certified to provide clinical and non-clinical supervision to LMSWs and LCSWs;

NOW THEREFORE, in consideration of the covenants hereinafter contained, the Parties agree as follows:

1. **Term.** The initial term of this MOU shall be that (1) one year period beginning on the **Effective Date**, unless terminated earlier by City upon giving written notice at least 30 days prior to the requested termination date.
2. **Services.** The Provider shall provide clinical supervision services for and on behalf of the City of LMSW and LCSW staff employed by the City to provide clinical and non-clinical mental/behavioral health services.
 - Weekly (1) hour individual supervision with supervisee
 - Monthly (2) hour group supervision consultation involving the supervisee
 - Monthly consultation and collaboration of supervisee training with YSB director
3. **Rate.** The Provider shall bill the City at a rate of \$150 per hour for Services as described herein up to an annual total not to exceed 250 billable hours.

4. **Permission Granted.** City hereby agrees, under the supervision of the Youth Services Bureau Director, to allow the Provider access to and use of the Youth Services Bureau Building located at 6421 Atwood Street, District Heights, MD 20747 to facilitate the provision of Services.
5. **Compliance with Law.** The Provider shall, at the Provider's sole cost and expense, comply with all statutes, ordinances, orders and regulations now or hereafter made by any federal, state, City, local or other governmental agency. If any license, permit or other governmental authorization is required for the lawful provision of Services, the Provider shall procure and maintain it, at Provider's sole cost and expense, throughout the term of this MOU.
6. **Notices.**

Address for Notices:

Provider: [CONTACT]

City: Ms. Katrina Emerson
Youth Services Bureau Director
6421 Atwood Street
District Heights, MD 20747

7. **Indemnification.** To the fullest extent permitted by law, Provider shall indemnify, defend and hold harmless City and its departments, elected and appointed officers, employees, agents, representatives and volunteers ("City Indemnitees") from and against any and all liabilities, damages of any kind (including without limitation personal injuries, property damages, special and consequential damages), losses, demands, claims, actions, fees, costs and expenses, including without limitation attorneys' fees, expert fees and expenses of any nature whatsoever arising out of or related to the provision of Services except for any such loss or damage arising from the sole negligence or willful misconduct of City Indemnitees. To the extent waivable pursuant to applicable law, the indemnification obligations hereunder shall not be subject to or barred by any statutory immunities and shall not be limited in any way by a statutory limitation on amount or type of damages. Any legal defense pursuant to Provider's indemnification obligations under this shall be conducted by Provider and performed by counsel selected by Provider and approved by City. Notwithstanding the preceding sentence, City shall have the right to participate in and control any such defense. The terms of this paragraph shall survive the termination or expiration of this Agreement.
8. **Nondiscrimination.** Provider shall not discriminate in any manner against any person or persons on account of race, color, sex, creed, or national origin, including but not limited to the provision of goods, services, facilities, privileges, advantages, and the holding and obtaining of employment.

9. **Public Records Act.** To the extent provided for in law, any documents submitted by Provider and all information obtained in connection with this Agreement, become the exclusive property of the City. All such documents become a matter of public record and shall be regarded as public records.
10. **Survival of Covenants.** The covenants, agreements, indemnities, representations and warranties made herein are intended to survive the termination of the Agreement.
11. **Governing Law and Forum.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Maryland. Any litigation with respect to this Agreement shall be conducted in the courts of the County of Prince George's, State of Maryland.

IN WITNESS WHEREOF, M. Margaret Higgins, Provider, has caused this Agreement to be duly executed on its behalf, and the City, by order of its City Commission, has caused this Agreement to be duly executed on its behalf by the City Manager, as of the day, month and year first written above.

Provider

By: _____

Date: _____

M. Margaret Higgins, LCSW-C
Maryland Board Approved Social Work Supervisor

City

By: _____

Date: _____

David Street
City Manager, District Heights

APPROVED AS TO FORM:

Bradley Farrar
City Attorney

By: _____

Date: _____



CITY OF DISTRICT HEIGHTS

City Commission Work Session

Tuesday, July 25, 2023

Action Item 7

Title: Marbury Drive Stream Restoration Project Site Maintenance
Staff Contact: David Street, City Manager
Purpose: The purpose of this item is to determine if the City Commission wishes to amend the Memorandum of Understanding (MOU) that governs maintenance for the stream restoration project on Marbury Drive.

Update: MDOT SHA was invited to present at the July 25 Work Session, however SHA declined the invitation.

Summary: The stream in the Marbury Drive median is the subject of a restoration project. The restoration project began in 2015 and is close to the completion timeframe; the Maryland State Highway Administration's (SHA) 7-year oversight of the project is complete and is ready to be certified by the Army Corps of Engineers (ACoE). Following certification, the City assumes maintenance responsibility.

The project consists of a riparian buffer to protect and improve the stream. A riparian buffer is used to mitigate negative impacts to a stream or waterway and has a significant role in improving water quality. This, in turn, attracts insects, animals, and plants that are environmentally beneficial. Zoning ordinances often have provisions that require buffers (riparian or otherwise) along designated waterways to protect and preserve them - they can extend quite far out for larger streams and rivers. Riparian buffers are often planted/curated as a part of a stream restoration project, as is the case here, for their restorative qualities.

Figure 1. Project Area



The limits of the buffer as it exists on the ground today are easily identifiable by the “no mow” signs. The limits were originally (and are currently defined in the MOU that SHA, the City, and the County are a party to) as 8 feet measured from the curb to the “no mow” sign on each side. The “no mow” signs currently sit at 13 feet from the on either side because SHA received some complaints about the natural growth of the plantings in the buffer. Reducing the size of the buffer and/or increasing the rate at which it is mowed (or how much of it is mowed) ultimately reduces its effectiveness.

Following agreement from prior management, the buffer reduced in width by approximately 10 feet (5 on each side, increasing the curb to “no mow” signs from 8 feet to 13 feet on each side) by SHA. However, the MOU that governs maintenance was not updated to reflect the decreased width of the buffer. The MOU should accurately reflect the intended maintenance responsibilities once the project is accepted by the ACoE.

General terms set for maintenance in the MOU are as follows:

- City retains ownership of the site and continues to mow first 8 feet.
- County discontinues all mowing of the sloped portions (aka riparian buffer).
- SHA establishes a riparian buffer and puts up “No Mow” signs at the top of embankment.
- SHA monitors the riparian buffer for 7 years or until project is accepted by ACoE, performing remedial maintenance as needed (e.g., replacing plant material, treating invasives).
- After project is accepted by ACoE, the City takes over management for the Site and SHA has no further role.

Policy Questions:

- Does the City Commission wish to keep the reduced buffer?
- Does the City Commission wish to restore the buffer to its original size?
- Does the City Commission wish to direct the City Manager to develop a compromise buffer with SHA?

Alternatives:

1. The City Commission could keep the MOU as written and fully restore the riparian buffer to its original limits.
2. The City Commission could amend the MOU and retain the increased setback to the buffer.
3. The City Commission could direct the City Manager to develop and execute a middle-ground solution that involves restoring the buffer to its original limits while retaining some areas of the increased setback where it makes sense (e.g. at intersections for driver visibility).

Draft Motion:

I, Commissioner _____ move that the City Commission direct the City Manager to finalize the Memorandum of Understanding between the Maryland State Highway Administration using alternative _____ as described in the July 25, 2023 Action Item.

I, Commissioner _____ second the motion.

Attachments:

1. MDOT SHA Presentation
2. 2015 MOU

ATTACHMENT 1



MEETING TO DISCUSS SITE MAINTENANCE OF THE STREAM RESTORATION PROJECT AT MARBURY DRIVE

06/22/2023

3-4pm



EXPECTED ATTENDEES

- MDOT SHA (SHA)
 - Eric Freidly, Section Chief, Environmental Programs Division
 - Jackie Jahn, Consultant
 - Quinn DeVage, DOT Procurement Officer I
- City of District Heights (City)
 - David Street, City Manager and acting Director of DPW
- Prince George's County (County)
 - Michael Johnson, Director, DPW
 - Joanna Smith, Associate Director, Office of Storm Drain Maintenance, DPW

AGENDA

- Review project goals and restoration activities
- Review the original MOU from 2015
- Review concerns from the City necessitating an amendment to the MOU
- Review what actions have been taken to date
- Review the draft of proposed amendment
- Review what still needs to be done

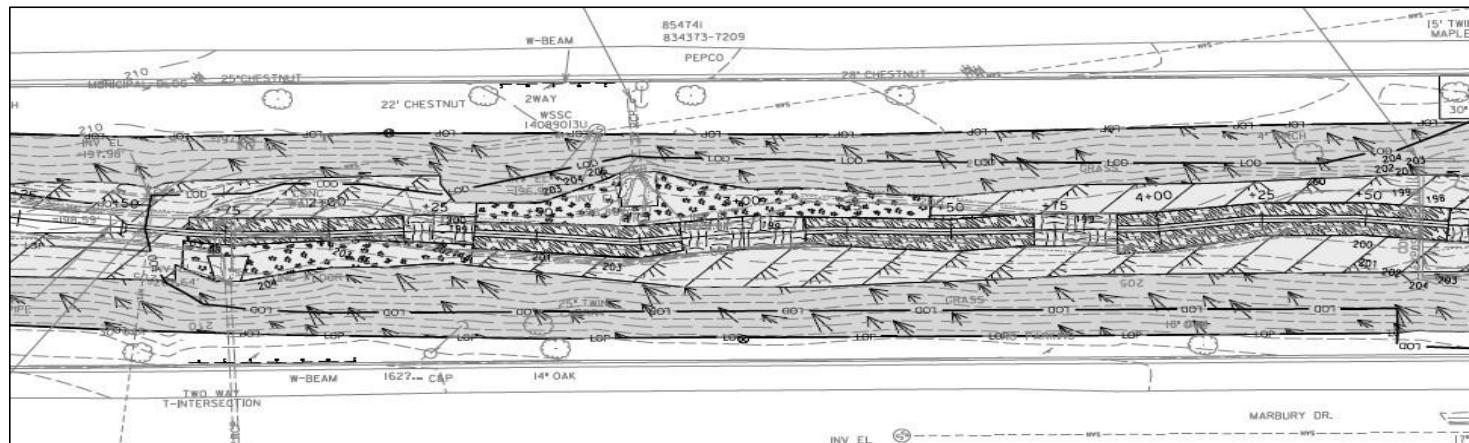
PROJECT DESCRIPTION

- **Overview:** The project consists of ~1,900 linear feet of stream restoration in the median of Marbury Drive in District Heights.
- **Goals:** To provide compensatory mitigation for SHA as required by USACE for unavoidable stream impacts from two roadway improvement projects. To stabilize the stream to prevent erosion and improve water quality.
- **Site:** The stream is located in the median of Marbury Drive, within two steep roadway embankments, which were mowed down to the edge of the stream and vegetated by turf grass.
- **Activities:** Restore stream, establish riparian buffer, install pedestrian bridge and community sign, plant and trim street trees.



RIPARIAN BUFFER

- The goal was to create habitat along the stream, provide shading to the water, and encourage the stability of the stream banks
- The buffer was established from stream banks to top of roadway embankment - via planting/seeding and prohibiting mowing.
- Target plant community was meadow due to community's wishes to maintain an open, parklike area with unobstructed visibility.
- Planted material included meadow grasses, sedges, rushes, and herbaceous plants.



ORIGINAL MOU

(MARCH 2015)

- Site maintenance before the MOU:
 - City owns the Site.
 - City mows first 8 feet at the top of the embankment.
 - County mows sloped portions of the embankment from the top to the stream edge.
- Site maintenance set forth by MOU:
 - City retains ownership.
 - City continues to mow first 8 feet.
 - County discontinues all mowing of the sloped portions (aka riparian buffer).
 - SHA establishes a riparian buffer and puts up “No Mow” signs at the top of embankment.
 - SHA monitors the riparian buffer for 7 years or until project is accepted by USACE, performing remedial maintenance as needed (e.g., replacing plant material, treating invasives).
 - After project is accepted by USACE, the City takes over management for the Site and SHA has no further role.



CITY RESIDENTS' CONCERNS

(MAY 2021)

- The vegetation in the riparian buffer rises above the sight line of the stream valley and appears “unkept”.
- The natural condition, which is contrary to historic condition (mowed turfgrass), is not favored by the community.
- This is of particular concern with the installation of a war memorial whose background is the stream valley.



WHAT HAS BEEN DONE?

(2021- NOW)

- SHA has met with the City to discuss concerns and agreed on a new maintenance scheme.
- SHA has drafted and proposed an amendment to the MOU.
- SHA has performed the following maintenance within the buffer:
 - Fall 2021 – removed trees
 - Spring 2022 – mowed
 - Fall 2022 – mowed
- SHA plans to:
 - Summer 2023 – treat invasives (June) and mow (July)
 - Fall 2023 – treat invasives and mow

PROPOSED AMENDMENT

(2022/2023)

- The amendment was drafted in late 2022 and shared with the City in early 2023 and again in June 2023.
- The amendment proposes the following:
 - CITY may mow the top of the embankment 8 feet from the curb as well as the first 5 feet of the sloped portions of the embankment/riparian buffer (i.e., a 13-foot-wide grass band between the Marbury Drive curbside and the “No Mow” signs on both sides of the median area) as often as the CITY deems necessary. This effectively shrinks the riparian buffer by 5 feet.
 - SHA shall mow the riparian buffer between the stream bank and the “No Mow” signs once a year between late Fall and early Spring to maintain the buffer as a meadow until the project is accepted.

WHAT IS STILL NEEDED?

- SHA, the City, and the County need to finalize the amendment to the MOU such that:
 1. It details revised Site maintenance responsibilities for the riparian buffer for the period of time up until the project is accepted by USACE, and
 - This has already been articulated in the draft amendment as distributed.
 - Maintenance has already been performed according to this starting in Fall of 2021.
 2. It clarifies Site maintenance responsibilities for the riparian buffer for the long-term after the project is accepted by USACE.
 - The original MOU states, “The City will own and maintain the SITE and PROJECT upon completion of the SHA’s seven (7) year monitoring period.”
 - This is meant to convey that the City will maintain the riparian buffer as SHA did. Under the proposed conditions of the draft amendment this means maintaining the narrowed riparian buffer as meadow through once-annual mowing.
- SHA only has funding to execute an amendment through the end of June.
- SHA anticipates approval from USACE for this long-term site management arrangement once the amendment is executed.

ATTACHMENT 2

P01306 M-1
P01306 C-1

MEMORANDUM OF UNDERSTANDING

Maryland Route 4 at Suitland Parkway – Stream Restoration at Marbury Drive
By and Among

The City of District Heights
and
Prince George’s County
and
Maryland State Highway Administration

Highway Administration of the Maryland Department of Transportation, acting for and on behalf of the State of Maryland, hereinafter called "SHA", Prince George’s County Maryland, a body corporate and politic, acting through the Department of Public Works and Transportation, hereinafter called the "COUNTY", and the City of District Heights, a body corporate and politic, hereinafter called the "CITY".

WHEREAS, SHA is planning to design and construct an interchange at MD 4 and Suitland Parkway in Prince George’s County under contract PG6185170; and

WHEREAS, SHA is required by State and Federal statute and required permit conditions to construct mitigation for the MD 4 at Suitland Parkway planned interchange; and

WHEREAS, the Marbury Drive Stream was identified by SHA as providing suitable mitigation to compensate for unavoidable stream impacts associated with the MD 4 at Suitland Parkway Interchange Project, hereinafter called the "SITE"; and

WHEREAS, the SITE is owned by the CITY and storm drain related maintenance is shared by the CITY and the COUNTY; and

WHEREAS, the CITY, subject to certain contingencies as outlined herein, shall allow SHA to construct the mitigation on the SITE; and

WHEREAS, the COUNTY currently shares storm drain maintenance activities with the CITY along the Marbury Drive Stream, and agrees to continue to share the maintenance activities of the SITE; and

WHEREAS, SHA shall design, permit, fund the construction under contract PG6185270 and monitor the SITE for seven (7) years after completion of construction or until accepted by the appropriate regulatory agencies, hereinafter called the "PROJECT"; and

WHEREAS, the CITY, upon its receipt of the final design, shall allow SHA access to the SITE incidental to the PROJECT for construction and monitoring purposes; and

WHEREAS, SHA, the CITY and the COUNTY agree that the PROJECT will benefit all parties of this MOU and will promote the safety, health and general welfare of the citizens of the State of Maryland.

NOW, THEREFORE, THIS MEMORANDUM OF UNDERSTANDING WITNESSETH, that for and in consideration of the mutual premises, the payment of the sum of

One Dollar (\$1.00) by each of the parties unto the other, and other good and valuable considerations, the receipt and adequacy whereof is hereby acknowledged, be it understood that SHA, the CITY and the COUNTY do hereby agree as follows:

I. DESCRIPTION

- A. The PROJECT shall generally consist of the permitting, design, construction and monitoring of approximately 1,900 linear feet of mitigation and community enhancements along an unnamed tributary to Southwest Branch, located along Marbury Drive, within the limits of the City of District Heights.
- B. The MITIGATION shall consist of creation of stable riffles, bank stabilization to reduce erosion, water quality and habitat enhancements, and plantings to create a riparian buffer along the stream. The PROJECT also incorporates community amenities as part of the mitigation package, including a pedestrian bridge, pedestrian bridge lights, tree trimming at select locations near street lights, and planting street trees on the SITE, as well as a community gateway sign to be installed in the median of Kipling Parkway at the intersection with Council Drive. The gateway sign will be lit from below by landscape lighting.
- C. The SITE is contained within the median area of Marbury Drive, a street owned by the CITY, wherein the unnamed tributary flows. The SITE has been identified as having the best potential to fulfill the SHA mitigation obligation required of the MD 4 at Suitland Parkway Interchange Project.

II. SHA RESPONSIBILITY

- A. SHA will design, or cause to be designed, the PROJECT at SHA's sole cost and will present the final design as approved by the regulatory agencies to the CITY.
- B. SHA shall obtain any and all state and federal permits, licenses and/or approvals necessary to construct the PROJECT. SHA is exempt from county permits, licenses, and/or approvals.
- C. SHA shall advertise, administer and award a contract to construct the PROJECT as shown on the final PROJECT plans and specifications and provide Construction Engineering Services during construction (i.e., construction inspection and material testing/certification). SHA will coordinate all maintenance of traffic plans with the CITY along Marbury Drive. Construction will occur up to six days per week (not including Sundays), to allow as much of the construction to occur outside of the school year as possible and minimize detours for school buses. The construction of the PROJECT shall conform to the approved plans.
- D. **SHA will** bear the following financial responsibility regarding the gateway sign and pedestrian bridge lighting systems:
 - 1. SHA will be responsible for the design costs of the lighting systems.

2. SHA will be responsible for the costs associated with the installation of the lighting infrastructure (i.e., conduits and handboxes).
 3. SHA will fund the actual cost to furnish and install the wiring, light foundations, poles, standard light fixtures, luminaires, and lighting control cabinets, including metered service pedestals.
 4. The purchase of the lighting systems and their installation will be accomplished through the State of Maryland procurement processes.
 5. SHA will be responsible for any utility connection charges from Pepco.
 6. The CITY agrees to maintain the lighting systems.
- E. SHA shall monitor the PROJECT for seven (7) years or until the PROJECT has been accepted by regulatory agencies, whichever comes first, as per the terms and conditions of the permit. Said seven (7) year period shall commence upon acceptance of the SITE by SHA.
- F. SHA shall, during the seven (7) year monitoring period, provide any remediation to the PROJECT as required by the agencies.

III. CITY RESPONSIBILITY

- A. Upon the submission of the final plan for the PROJECT to the Mayor and Commissioners, the CITY shall allow SHA to use and access the SITE for the design, construction and monitoring of the PROJECT.
- B. The CITY will own and maintain the SITE and the PROJECT upon completion of the SHA's seven (7) year monitoring period.
- C. The CITY will be permitted to continue maintaining/mowing the upper (level) portion of the site (approximately 8-foot wide grass band immediately adjacent to the Marbury Drive curbside on both sides of the median area). The COUNTY will discontinue mowing the adjacent slopes, as they will be included in SHA's proposed planting zone. All maintenance involving mowing and trimming within SHA's designated mitigation planting zones shall be prohibited.
- D. Immediately following construction, the CITY will own and maintain all community amenities, including, but not limited to, the pedestrian bridge, pedestrian bridge lighting, community gateway sign and lighting, and street trees.
- E. The CITY will assume all operational and maintenance costs for the gateway sign and pedestrian lighting systems. This includes energy costs, maintenance and damage repair or replacement.
- F. By execution of this MOU, the CITY hereby grants a right of entry to SHA, its contractors and assigns, onto the SITE owned by the CITY as required to design, construct and monitor the PROJECT. The right of entry shall terminate upon the latter of (1) completion of the seven (7) year monitoring period or (2) when the PROJECT has been accepted by the regulatory agencies.

- G. The CITY shall notify SHA before performing certain activities which would alter the SITE. Activities requiring prior notification include the following:
1. Any development;
 2. Any building or establishing any structures of any nature whatsoever;
 3. Change, in whole or in part, the use of the SITE to any other use;
 4. Engaging in any activity affecting drainage, flood control, water conservation, erosion control, soil conservation or habitat preservation;
 5. Engaging in any activity that may alter the natural drainage into the SITE;
 6. Removing, excavating, or dredging soil, sand, gravel, minerals, organic matter, or materials of any kind;
 7. Changing existing drainage characteristics, sedimentation patterns, flow patterns, or flood retention characteristics;
 8. Disturbing the water level or water table by drainage, impoundment, or other means;
 9. Dumping, discharging material, or filling with material, including the driving of piles and placing of obstructions; or
 10. Grading or removing material that would alter existing topography.

IV. COUNTY RESPONSIBILITY

- A. The COUNTY will cease mowing, plant trimming and/or plant removal from the edge of the stream to the top of the slopes, as these areas will be within SHA's mitigation planting zones. "No Mow" signs will designate mitigation planting zones.
- B. The COUNTY shall notify SHA before performing certain activities which would alter the SITE. Activities requiring prior notification include the following:
- a. Any development;
 - b. Any building or establishing any structures of any nature whatsoever;
 - c. Change, in whole or in part, the use of the SITE to any other use;
 - d. Engaging in any activity affecting drainage, flood control, water conservation, erosion control, soil conservation or habitat preservation;
 - e. Engaging in any activity that may alter the natural drainage into the SITE;
 - f. Removing, excavating, or dredging soil, sand, gravel, minerals, organic matter, or materials of any kind;
 - g. Changing existing drainage characteristics, sedimentation patterns, flow patterns, or flood retention characteristics;
 - h. Disturbing the water level or water table by drainage, impoundment, or other means;

1. Dumping, discharging material, or filling with material, including the driving of piles and placing of obstructions; or
- J. Grading or removing material that would alter existing topography.

V. GENERAL

- A. Whenever the approval of SHA, the CITY or the COUNTY is required under this MOU, such approval will not be unreasonably withheld or delayed. The parties hereto agree to cooperate with each other to accomplish the terms and conditions of this MOU.
- B. This MOU shall inure to and be binding upon the parties hereto, their agents, successors, and assigns.
- C. This MOU and the rights and liabilities of the parties hereto shall be determined in accordance with Maryland law and in Maryland courts.
- D. The recitals (WHEREAS clauses) at the beginning of this MOU are incorporated herein as part of this MOU.
- E. All notices and/or invoices, if to the COUNTY, shall be addressed to:

Prince George's County Department of Public Works & Transportation
Mr. Darrell B. Mobley, Director
9400 Peppercorn Place, Suite 300
Largo MD 20774
Phone: (301) 883-5600
Fax: (301) 883-5709
E-Mail: dbmobley@co.pg.md.us

With a copy of all notices to:

County Attorney
Office of Law, Room 5121
14741 Governor Oden Bowie Drive
Upper Marlboro, MD 20772
Phone: (301) 952-5225
Fax: (301) 952-3071

If to the CITY:

The Honorable Dr. James L. Walls, Jr., Mayor
City of District Heights
2000 Marbury Drive
District Heights, MD 20747
Phone: (301) 336-1402
Fax: (301) 350-3660
Email: wallsj@districtheights.org

With a copy of all notices and/or invoices to:

Mr. Daniel R. Baden, Treasurer
City of District Heights
2000 Marbury Drive
District Heights, MD 20747
Phone: (301) 336-1402
Fax: (301) 350-3660
Email: danbaden@comcast.net

lfto SHA:

for Design:

Ms. Erin Markel, Project Manager
Office of Environmental Design
Environmental Programs Division
State Highway Administration
707 N. Calvert Street, Mail Stop C-303
Baltimore MD 21202
Phone: (410) 545-8587
Fax: (410) 209-5003
Email: emarkel@sha.state.md.us

with a copy of all correspondence to:


Mr. E. Glenn Klaverweiden, Agreements Coordinator
Regional and Intermodal Planning Division
State Highway Administration
707 N. Calvert Street, Mail Stop C-502
Baltimore MD 21202
Phone: (410) 545-5675
Fax: (410) 209-5025
E-Mail: gklaverweiden@sha.state.md.us

Mr. William Buettner
Office of Environmental Design
Environmental Programs Division
Mitigation Team Leader
State Highway Administration
707 N. Calvert Street, Mail Stop C-303
Baltimore MD 21202
Phone: (410) 545-8582
Fax : (410) 209-5003
Email: wbuettner@sha.state.md.us

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed by their respective duly authorized officers on the day and year first above written.

STATE HIGHWAY ADMINISTRATION

Marilyn D. Hill
WITNESS

By: Melinda B. Peters  (SEAL)
Melinda B. Peters Administrator Date

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

RECOMMENDED FOR APPROVAL:

M1M Coyner
Assistant Attorney General

David Coyner 1-2-15
Deputy Administrator/Chief Engineer for Operations

Douglas H. Simmons
Deputy Administrator/Chief Engineer for Planning, Engineering, Real Estate and Environment

Lisa B. Connors
Lisa B. Connors
Director
Office of Finance

PRINCE GEORGE'S COUNTY, MARYLAND
a body corporate and politic

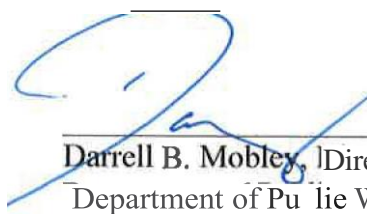

WITNESS

BY:  3/3/15 (Seal)
Barry Stanton Date
Deputy Chief Administrative Officer

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**


County Attorney

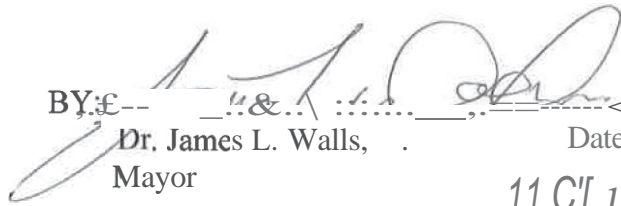
RECOMMENDED FOR APPROVAL:


Darrell B. Mobley, Director
Department of Public Works and Transportation


CITY OF DISTRICT HEIGHTS, MARYLAND
a body corporate and politic



WITNESS

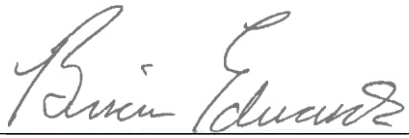
BY:  (Seal)
Dr. James L. Walls, . Date
Mayor 11 C[] 11S

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**



City Attorney

RECOMMENDED FOR APPROVAL:



Brian L. Edwards
Supervisor, Public Works Department

**AGREEMENTS COORDINATION TEAM
ORIGINAL DOCUMENTS FOR FINAL SIGNATURE**

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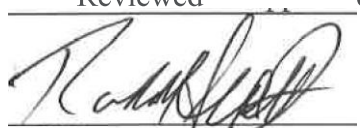



PROJECT: Stream Mitigation Project in the vicinity of MD 4 and Suitland Parkway

PARTIES: SHA, City of District Heights and Prince Georges County

DESCRIPTION: Attached for the execution of signatures on an MOU:

SHA is planning to design and construct an interchange at MD 4 and Suitland Parkway in Prince George's County (COUNTY) under contract PG6185170 (PROJECT). The MOU will facilitate the permitting, design, construction and monitoring of approximately 1,900 linear feet of mitigation and community enhancements along an unnamed tributary to Southwest Branch, located along Marbury Drive, within the limits of the City of District Heights (CITY) in the COUNTY. The MOU outlines the responsibilities of the SHA, the CITY, and the COUNTY.

DATE OF CIRCULATION: March 11, 2015

<p>AGREEMENTS TEAM, Reviewed _____ d _____  <u>Randall Scott</u>  <u>Date</u></p>	<p>FINANCE, ACCOUNTING OPERATIONS, Reviewed & A roved _____  <u>OkeV(J1111oce111) Odina Madu</u>  <u>Date</u></p>
--	--

OFFICE OF COUNSEL
 g_, l.-Sufficiency (Ref# Libby- 2009/10)
 Reviewed and Approved

J-2/15
 Date

OFFICE OF FINANCE
 Feyincial Terms
 0 Reviewed and Approved

LBC 3/12/15
 Date

DEPUTY ADMINISTRATOR/CHIEF ENGINEER FOR OPERATIONS
 Te/ and Conditions

Ef Reviewed and Approved

(JP -3);3)/S
 Date

DEPUTY ADMINISTRATOR/CHIEF ENGINEER
 FOR PLANNING, ENGINEERING, REAL ESTATE, and ENVIRONMENT
 Terms and Conditions

Reviewed and Approved

[Signature] 3/13/15
 Date

HIGHWAY ADMINISTRATOR

Thank you for your attention. When you approve the MOU, please contact the Agreements Team, at 410-545-5675 and he will pick up the MOU and deliver it to the next person



CITY OF DISTRICT HEIGHTS
City Commission Work Session
Tuesday, July 25, 2023
Action Item 9

Title: Speed Humps Installation Project
Staff Contact: Angela Barnhill-Love Public Works Department, Roger Beam Public Works Department
Purpose: To discuss the various location throughout the City for speed humps.

Summary: The City has funding to install up to 12 new speed humps to be placed throughout the City as a part of the ongoing paving project. Public Works and DHPD have identified several locations where speed humps could be placed. Public Works has also received public input on potential locations.

Received locations listed:

6100 block of Cabot Street
6300-6400 block of Elmhurst Street
2200-2300 block of Ramblewood Drive
6500 block of Halleck Street
2000 block of Wintergreen Ave

Fiscal Impact: The installation of speed humps is included in the overall project budget for the paving project.

Alternatives:

1. The Commission could approve the locations described in this item.
2. The Commission could add locations for new speed humps.

Motion:

I, Commissioner _____ move that the City of District Heights approve speed hump locations as described in the July 25, 2023 action item and as discussed by the City Commission.

I, Commissioner _____ second the motion.



CITY OF DISTRICT HEIGHTS

City Commission Work Session

Tuesday, July 25, 2023

Action Item 10

Title: Hazardous Tree's
Staff Contact: Angela Barnhill-Love Public Works Department, Roger Beam Public Works Department
Purpose: To discuss the various locations throughout the city that have potentially hazardous trees.

Summary: The purpose of this item is to brief the City Commission on potentially hazardous trees throughout the City and determine which, if any, should be prioritized for the 2023-2024 tree program.

Fiscal Impact: The City has some funding available to remove high priority trees. The City is also actively working with other organizations to appropriately manage the City's tree canopy.

Attachments:

1. Tree List by Block

List of Potentially Hazardous Trees

Alpine Street

6207 in alley also on Scott Key

6203

6112

6102

Belwood Street

6100

6105

6207

Cabot Street

6203

6112

County Road

2311

Elmhurst Street

6612

6305

Gateway Blvd

6311

6316

6411 in alley off Council Drive

6709

6901

7001

7008

7111

7110

Foster Street

6202 6906

6308

6320

6324

6326

6708

Halleck Street

7112

6929

6615

6504

6402

6405

Item 10 - Attachment 1 con't.

Elmhurst Street

6705

Mason Street

6012

7004

7002

7105

7202

Kipling Pkwy

6719

7003

7509

7508

7501

Lansdale Street

6700

7000

7227

7213

Senator Ave

2306

Roslyn Ave

2311

2312, 2206

Aztec Drive

2503 (2) trees

Brewton Street

2002

Glendora Drive

2106