

**COUNCIL OF THE TOWN OF BLADENSBURG**  
**COUNCIL MEETING AGENDA**  
**November 13, 2023, 7:00 pm**

**Public Access Virtual via live stream on the Town's Facebook and YouTube pages**

- |   |       |
|---|-------|
| <b>I. CALL TO ORDER</b>   | 1 min |
| <b>II. OPENING PRAYER</b>   | 2 min |
| <b>III. PLEDGE OF ALLEGIANCE</b>  | 1 min |
| <b>IV. APPROVAL OF AGENDA</b>   | 1 min |
| <b>V. APPROVAL OF MINUTES</b>   | 2 min |
| i. October 9, 2023, Town Council Meeting Minutes  |       |
| <b>VI. PRESENTATIONS</b>  |       |
| i. Swearing-In: Joel Pichardo, Police Officer   |       |
| ii. Update – Annapolis Road Crossing and Pedestrian Safety  |       |
| iii. Update – Flood Blood Barrier Presentation  |       |
| <b>VII. PUBLIC COMMENTS</b>   |       |
| Written comments can be submitted prior to the meeting. Comments can be submitted to <a href="mailto:Clerk@BladensburgMD.gov">Clerk@BladensburgMD.gov</a>   |       |
| <b>VIII. UNFINISHED BUSINESS</b>  |       |
| None  |       |
| <b>IX. FINANCIAL BUSINESS</b>   |       |
| None  |       |
| <b>X. NEW BUSINESS</b>  |       |
| A. <b>Contract Approval 8-2024:</b> Approval to allow the Town Administrator to execute a contract with William Cawood for Architectural Services for Bostwick House.   |       |
| B. <b>Contract Approval 9-2024:</b> Approval to allow the Town Administrator to execute a contract with Modulex, Mid Atlantic, for gateway and town signage in an amount not to exceed \$21,228.22.                     |       |
| C. <b>Contract Approval 10-2024:</b> Approval to allow the Town Administrator to enter into an agreement with the State of Maryland Office of Broadband Services for the 2023 Maryland Connected Devices Grant Program. |       |
| D. <b>Resolution 1-2024:</b> A RESOLUTION authorizing the Town Administrator to apply to Prince George's County Department of Housing and Community Development on behalf of the  |       |

Town of Bladensburg for Community Development Block Grant (CDBG) funding for PY 50 for Infrastructure Projects (ex. Roadway and Sidewalks). 3 min

- E. **Resolution 2-2024:** A RESOLUTION authorizing the Town Administrator to apply to Chesapeake Bay Trust (CBT) on behalf of the Town of Bladensburg for the Prince George's County Stormwater Stewardship Grant Program is funding for Town Projects

**XI. STAFF REPORTS (3 minutes each)**

Treasurer; Public Safety & Code Enforcement; Town Clerk; Public Works;  
Town Administrator

**XII. MAYOR AND COUNCIL REPORTS (3 minutes each)**

Council Member Brown – Ward 1

Council Member McBryde – Ward 2

Council Member Blount – Ward 2

Mayor James

**XIV. ADJOURNMENT**

**COUNCIL OF THE TOWN OF BLADENSBURG**  
**COUNCIL MEETING MINUTES -DRAFT**  
**October 9, 2023, 7:00 pm**

**CALL TO ORDER**

Mayor James called the meeting to order. Those in attendance were Mayor James and Council Members Blount, Brown, and McBryde. Also in attendance were Chief Collington, Treasurer Tinelli, Town Clerk Charnovich, and Town Administrator Michelle Bailey-Hedgepeth.

**OPENING PRAYER**

**Pastor Cornelius Rouse, The Word of God Community Church  
Bladensburg, MD**

Mayor James asked Elder Rouse to say the opening prayer and have a moment of silence due to the two shootings at HBCU's at Morgan State and Bowie State.

**PLEDGE OF ALLEGIANCE**

Those in attendance stood and recited the Pledge of Allegiance.

**APPROVAL OF AGENDA**

A motion was made to approve the agenda by Council Member Blount, which was seconded by Council Member McBryde. The motion passed 4-0.

**APPEARANCES**

**Hispanic Heritage Month**

Mayor James acknowledged that September 15- October 15 is Hispanic Heritage Month and that Elozia Guzman for her outstanding event that was held at David Harrington Park on September 9, 2023, where the Mexican Ambassador and consulate staff visited the Town.

**Swearing in of Police Department Personnel**

- |                               |                                      |
|-------------------------------|--------------------------------------|
| • Officer Darryl Tompkins     | • Police Cadet Hellen Fuentes        |
| • Officer Alex Hur            | • Dispatcher Mya Watts               |
| • Acting Sgt Cedric Tanksley  | • Special Presentation to Dispatcher |
| • Acting Sgt Dwayne Humphries | N'IyJah Pickering                    |

## **Reporting Results of the Town of Bladensburg Election of October 2, 2023: Pat Williams, Chair, Board of Supervisors of Elections**

The Board of Election Supervisors (BOES) presented the October 2, 2023 results. They also presented information on the revised count from October 9, 2023, and the actions that led to the BOSE decision. The Chair Williams asked for Council approval of the report as presented.

Motion Council Member Brown, second Council Member Blount to approve the results. There was discussion on the motion, and Mayor James stated that the votes counted on October 9, 2023, did not conform with the Town's Ordinance since they were received after the deadline on October 3, 2023, and there was no way to know if the ballots were delivered before the deadline and are therefore invalid. CM Brown also stated that the votes were invalid and did not conform with Town policy and law. A vote on the motion was taken, and the motion failed 0-4.

Motion Council Member Brown and second Council Member McBryde to approve the results reported on the evening of October 2, 2023. The motion passed 4-0.

The Council thanked the BOES for their service to the Community and asked that the Staff and BOSE work on issues to improve the election process. The Council directed staff to update the procedures and the information given to candidates. The BOSE and the Town staff have been directed to meet and develop new policies and recommendations for the Town Council to review promptly so that changes can be made before the 2025 election.

## **APPROVAL OF MINUTES**

### **September 11, 2023, Council Meeting Minutes**

A motion was made to approve the minutes by Council Member Brown, which was seconded by Council Member McBryde. The motion passed 4-0.

## **PUBLIC COMMENTS**

At the meeting, various public comments were presented in person, and a list of the public commenters is below:

Linda Thomas  
Dave Bangura  
Steve Weitz

Jocelyn Route  
Garine Laney  
Abdoul Diakite

Susan McCutchen  
John Carlson  
Walter James

Those that were not read into the record are appended to the final minutes, with any personal information redacted, if needed.

## **UNFINISHED BUSINESS**

There was no unfinished business.

## **FINANCIAL BUSINESS**

### **Ordinance 3-2024 Budget Amendment in the Amount of \$75,000 to the Police Department budget**

Item Summary: A request from the Town Administrator to purchase capital items (such as furnishings) for the Police Department in an amount not to exceed \$45,000 using Speed Camera Funds and augment the Police contractual services line item by \$30,000. (Total: \$75,000)

Motion Council Member Brown, second Council Member Blount to approve Ordinance 3-2024. The motion passed 4-0.

## **NEW BUSINESS**

### **Contract Approval 4-2024 – Municipal Grant Services Contract**

Items Summary: A request to allow the Town Administrator to execute a contract with Municipal Grant Services for Police Department Grant and Project Management for Annexation services. This is a monthly contract that has been budgeted with the Police Department and is a two-year agreement.

Motion Council Member Blount, seconded by Council Member McBryde to allow the Town Administrator to execute a contract with Municipal Grant Services for grant and project management services. The motion passed 4-0.

### **Contract Approval 5-2024 – Time to Care Collaborative**

Item Summary: A request to allow the Town Administrator to execute a contract to join the Time to Care Act Insurance Collaborative, which is a joint partnership with MML and local agencies for insurance that will cover the cost of a new state-imposed mandate that begins in 2025.

Motion Council Member Blount, seconded by Council Member McBryde, to allow the Town Administrator to execute a contract to join the Time to Care Act Insurance Collaborative. The motion passed 4-0.

### **Contract Approval 6-2024 – Agreement with State Highway**

Item Summary: A request to allow the Town Administrator to renew and execute an agreement with a three-year State Highway Administration for Roadway Salt. This agreement is a backup to the Town's annual salt purchases.

Motion Council Member Blount, seconded by Council Member Brown, to allow the Town Administrator to renew and execute an agreement with the Maryland State Highway Administration for roadway salt. The motion passed 4-0.

## **Contract Approval 7-2024 – Agreement with the City of Hyattsville**

Item Summary: A request to allow the Town Administrator to execute a one-year agreement with the City of Hyattsville for Roadway Salt. This is a one-year agreement and is another backup for the Town if there is a snow emergency.

Motion by Council Member Blount, seconded by Council Member Brown, to allow the Town Administrator to execute a 1-year agreement with the City of Hyattsville for roadway salt. The motion passed 4-0.

Motion Council Member Brown to adjourn the meeting, seconded by Council Member McBryde. The motion passed 4-0.

### **STAFF REPORTS (3 minutes each)**

**Treasurer; Public Safety & Code Enforcement; Town Clerk; Public Works;  
Town Administrator**

Staff reports were foregone in the interest of time. Written reports were provided by the Town Administrator, Treasurer, and Public Works.

### **MAYOR AND COUNCIL REPORTS (3 minutes each)**

#### **Council Member Brown – Ward 1**

Council Member Brown did not present a report.

#### **Council Member McBryde – Ward 2**

Council Member McBryde did not present a report.

#### **Council Member Blount – Ward 2**

Council Member Blount did not present a report.

#### **Mayor James**

Mayor James presented items from her written report.

### **ADJOURNMENT**

A motion was made by Council Member Blount, which was seconded by Council Member McBryde. The motion passed 4-0.

## Michelle Bailey-Hedgepeth

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**From:** RENEE HARRIS <rlh.mail@verizon.net>  
**Sent:** Saturday, October 7, 2023 7:39 AM  
**To:** Trina Brown; Takisha James; Clerk; Michelle Bailey-Hedgepeth  
**Cc:** Ronald Harris  
**Subject:** Re: Town Meeting/Election

On the point below, On our block, sometimes the mail doesn't come at all, and a day later lots of mail is delivered.

Sending absentee ballots well ahead of the election date;

On Saturday, October 7, 2023 at 06:30:15 AM EDT, RENEE HARRIS <rlh.mail@verizon.net> wrote:

Good morning. Below is input for your consideration about the election/upcoming meeting.

My husband and I received the absentee ballots in the mail on two different dates, both close to the election date.

The instructions were confusing. So instead of mailing, we dropped them off at the Town Hall office.

There seem to be a missing envelope. The instructions said to not put the oath in the same envelope with the ballot but there wasn't a big enough envelope to return both the ballot and the oath which had separate envelopes.

Going forward, we suggest:

Clear instructions on returning the absentee ballots; PG County methods/instructions for national elections is a good guide;

Sending absentee ballots well ahead of the election date;

**Using a locked box on site for residents to drop off ballots;**

More announcements of local elections directly to residents (in addition to Facebook, Twitter) and post-election, the percentage of residents that voted;

Transparency about the problems that took place, how the Town plans to resolve it, and what will be done to prevent problems going forward;

Educate the residents on how the town handles elections, including procedures in place to handle problems with absentee ballots, to assure they are counted; and

Educate the residents on the qualifications and/or training of the people entrusted with conducting the election, e.g., counting the votes.

Thank you all for serving our town.

## Michelle Bailey-Hedgepeth

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**From:** Lois Kenkel <lkenkel2@gmail.com>  
**Sent:** Sunday, October 8, 2023 8:27 PM  
**To:** Clerk  
**Subject:** Re: possible election do over : public comment

From Lois Kenkel 5401 Tilden Rd. Bladensburg, MD 20710 Mayor, Council, fellow concerned attendees:

There seem to be irregularities already reported to you from the election of Oct. 2, 2023, that may warrant your attention to call for another election. I would support this based on what I have heard, especially since the preliminary winner won by such a narrow margin in Ward 1.

I wish to call to your attention another occurrence that day I was witness to that was irregular. While it may have been appropriately handled, everyone should know that as a voter ahead of me tried to cast his ballot via the machine that was there to scan ballots, the machine jammed and eventually he, the voter ahead of me, and I had to deposit our unscanned ballots into the box at the base of the machine. I do not know what voters after me experienced. This was about 11:30 a.m. You, and our citizens should know there was a voting machine failure that day adding yet another complication.

Sent from my iPad



Sincerely,

Renee and Ronald Harris

## Michelle Bailey-Hedgepeth

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**From:** Stephanie Sosa <steph.rosemary@yahoo.com>  
**Sent:** Monday, October 9, 2023 9:43 AM  
**To:** Clerk  
**Subject:** Public Comment: Town of Bladensburg election 2023

Hello good morning,

Hope this email finds you well. The purpose in me writing to you is because I submitted a request for absentee ballots for 2 household members this election, however they did not seem to have arrived in a timely manner. Absentee ballot application was sent via email early on 9/6, however ballots were not received until 9/21. This did not allow my household enough time to send back the ballots, therefore my household was unable to cast their vote.

Residence: 5308 Annapolis Rd Bladensburg, MD 20710.

Best regards,

Stephanie Sosa

## Michelle Bailey-Hedgepeth

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**From:** STEVE WEITZ <dot2steve@aol.com>  
**Sent:** Monday, October 9, 2023 3:57 PM  
**To:** Clerk; Richard Charnovich  
**Subject:** Public comment for town council meeting October 9, 2023

Public comment for town council meeting October 9, 2023

By Steve Weitz, Tilden road

I want to thank the Bladensburg board of elections and town staff for addressing voting problems on October 2. I understand that 20 votes were not delivered properly by the post office on October 2 due to the town office door being closed. I agree with the board of elections decision to count the 20 votes that was sent in 3 to 5 days before the election.

I also understand it was difficult to recruit board of elections supervisors. After hearing the Town Clerk, Mr. Charnovich investigated the vote delivery problem, and explained what happened I understand some errors were made. But I don't think there was any intentional interference with the election. In the future, we need to recommend safeguards against any voting problems and adhere to voting procedure. I am not sure that a new election would correct any of these problems, and may even have a lower voter turn out. Thank you for every one who has work on this 2023 Bladensburg election. Steve Weitz.

Sent from my iPad

## Michelle Bailey-Hedgepeth

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**From:** Julie Perng <jtperng@gmail.com>  
**Sent:** Monday, October 9, 2023 4:50 PM  
**To:** Clerk  
**Subject:** Election last week

Hello! I thought I was an absentee voter (I voted absentee last year) but never got a ballot- luckily my husband and I got to town hall in time. Turnout seemed low and it seems right to evaluate the processes that occurred last week, especially with the tight race.

## Michelle Bailey-Hedgepeth

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**From:** Brendan Hagenbuch <brendan.hagenbuch@gmail.com>  
**Sent:** Monday, October 9, 2023 5:57 PM  
**To:** Clerk  
**Subject:** public comment?

Are you still accepting public comments for the bladensburg town council meeting tonight? Or can people provide public comment in person in town hall?

thank you



## Agenda Item Summary Report

**Meeting Date:**  
November 13, 2023

**Submitted by:**  
Michelle Bailey-Hedgepeth

**Item Title:**

Contract Approval 8-2024: Approval to allow the Town Administrator to execute a contract with William Cawood for Architectural Services for Bostwick House.

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

**Documentation Attached:**  
AIA Agreement  
Project List

**Recommended Action:**

Approval to allow the Town Administrator to enter into a contract with William Cawood for Architectural Services for Bostwick House – Stabilization Projects

**Item Summary:**

**Presenter:** Michelle Bailey Hedgepeth

**Background:** This is an agreement with William Cawood for Architectural Services for Bostwick House – Stabilization Projects. The town wants to contract with him since he has significant knowledge of the House and Historical Project. The scope of the contract will cover the repairs that are needed to stabilize the property,

The funding for this project will come from Bond Bill funding, and the Town has been working with the Aman Trust on this project.

Staff will be present to answer any questions on this matter.

**Budgeted Item:** Yes [ ] No [ ]  
**Budgeted Amount:** 500,000  
**One-Time Cost:** 25,000  
**Ongoing Cost:**

**Continued Date:**

**Council Priority:** Yes [ ] No [ ]

**Approved Date:**

DRAFT

# AIA® Document B105® – 2017

## Standard Short Form of Agreement Between Owner and Architect

AGREEMENT made as of the «30 » day of «October » in the year «2023 »  
(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

«Michelle Bailey Hedgepeth »  
«Town Administrator»  
«Town of Bladensburg, Maryland»  
«4229 Edmonston Road, Bladensburg MD 20710»  
«Phone 301-927-7048 Mobile 667-392-7642»  
Email [mbaileyhedgepeth@bladensburgmd.gov](mailto:mbaileyhedgepeth@bladensburgmd.gov) »

and the Architect:

(Name, legal status, address and other information)

«William Hill Cawood, AIA NCARB »« »  
«Cawood Architecture, PLLC »  
«610 E. Main Street, Suite 200 »  
«Purcellville, VA 20132 »

for the following Project:

(Name, location and detailed description)

«Bostwick House Stabilization Project »  
«3901 48<sup>th</sup> St, Bladensburg, MD 20710 »  
«This project consists of drawings and architectural consulting services related to the submission of a Historic Area Work Permit with the state and county for exterior stabilization of the historic main building known as the Bostwick House. The project is only for stabilization purposes. Adaptive reuse, interior renovations, or other similar renovations or changes of use for the building will not be performed under the agreement. Sam Parker of the Aman Trust, which has a Memorandum of Understanding with the Town regarding administration of the property, will be the initial point of contact for project coordination, and he will consult with the Town Administrator. »

The Owner and Architect agree as follows.

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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## ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide architectural services for the Project as described in this Agreement. The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall assist the Owner in determining consulting services required for the Project. The Architect's services include the following consulting services, if any:

«A maximum of 6 site visits/meetings have been included in the scope of services. Additional Site/Council/Historic meetings will be hourly as requested by the Owner (Town Administrator), for a minimum of 2 hours. Structural engineering, cost estimating, geotechnical engineering, mechanical engineering, and archaeological services will be billed to the owner as an additional expense. It is anticipated that structural engineering, archaeology, and cost estimating services will be required, and will be estimated when the scope of work has been approved by the Town Administrator. »

During the Design Phase, the Architect shall review the Owner's scope of work, budget and schedule and reach an understanding with the Owner of the Project requirements. Based on the approved Project requirements, the Architect shall develop a design, which shall be set forth in drawings and other documents appropriate for the Project. Upon the Owner's approval of the design, the Architect shall prepare Construction Documents indicating requirements for construction of the Project and shall coordinate its services with any consulting services the Owner provides. The Architect shall assist the Owner in filing documents required for the approval of governmental authorities, in obtaining bids or proposals, and in awarding contracts for construction.

During the Construction Phase, the Architect shall act as the Owner's representative and provide administration of the Contract between the Owner and Contractor. The extent of the Architect's authority and responsibility during construction is described in AIA Document A105™–2017, Standard Short Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A105–2017, those modifications shall not affect the Architect's services under this Agreement, unless the Owner and Architect amend this Agreement.

## ARTICLE 2 OWNER'S RESPONSIBILITIES

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect shall be entitled to rely on the accuracy and completeness of the Owner's information. The Owner shall furnish consulting services not provided by the Architect, but required for the Project, such as surveying, which shall include property boundaries, topography, utilities, and wetlands information; geotechnical engineering; and environmental testing services. The Owner shall employ a Contractor, experienced in the type of Project to be constructed, to perform the construction Work and to provide price information.

## ARTICLE 3 USE OF DOCUMENTS

Drawings, specifications and other documents prepared by the Architect are the Architect's Instruments of Service, and are for the Owner's use solely with respect to constructing the Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the construction of the Project, provided that the Owner substantially performs its obligations under this Agreement, the Architect grants to the Owner a license to use the Architect's Instruments of Service as a reference for maintaining, altering and adding to the Project. The Owner agrees to indemnify the Architect from all costs and expenses related to claims arising from the Owner's use of the Instruments of Service without retaining the Architect. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information, or has permission from the copyright owner to transmit the information for its use on the Project.

## ARTICLE 4 TERMINATION, SUSPENSION OR ABANDONMENT

In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall be compensated for services performed. The Owner's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days' written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in



accordance with the terms of this Agreement. Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

#### ARTICLE 5 MISCELLANEOUS PROVISIONS

This Agreement shall be governed by the law of the place where the Project is located. Terms in this Agreement shall have the same meaning as those in AIA Document A105–2017, Standard Short Form of Agreement Between Owner and Contractor. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or the Architect.

The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

#### ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT

The Architect's Compensation shall be:

«\$25,000.00.

Payment schedule will be as follows:

1. Submission of scope of work narrative to Owner for review	\$6,000.00
2. Submission of scope of work to Maryland Historic Trust for Approval	\$6,000.00
3. Maryland Historic Trust approval	\$3,500.00
4. Project Bid accepted by Owner	\$3,500.00
5. Construction Observation services for 6 months (billed monthly)	\$6,000.00

Additional Services Rate Schedule: The rate schedule per hour (billed in 15-min increments) for professional services is as follows:

o Principal Architect	\$180.00
o CAD Drafter	\$85.00
o Travel Rate	\$75.00. »

The Owner shall pay the Architect an initial payment of « Zero Dollars » (\$ « 0.00 » ) as a minimum payment under this Agreement.

The Owner shall reimburse the Architect for expenses incurred in the interest of the Project, plus « ten » percent ( « 10 » %).

Payments are due and payable upon receipt of the Architect's monthly invoice. Amounts unpaid « thirty » ( « 30 » ) days after the invoice date shall bear interest from the date payment is due at the rate of « five » percent ( « 5 » %) « », or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

At the request of the Owner, the Architect shall provide additional services not included in Article 1 for additional compensation. Such additional services may include, but not be limited to, providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the Project scope, quality or budget, or due to Owner-requested changes in the approved design; evaluating changes in the Work and Contractors' requests for substitutions of materials or systems; providing services necessitated by the Contractor's failure to perform; and the extension of the Architect's Article 1 services beyond « twelve » ( « 12 » ) months of the date of this Agreement through no fault of the Architect.

#### ARTICLE 7 OTHER PROVISIONS

*(Insert descriptions of other services and modifications to the terms of this Agreement.)*

« · Permit will be secured and paid for by Owner.

· Couriered documents (including such overnight services as FedEx) will be invoiced to the owner with a 10% administrative fee.

· Engineering services as requested, or required by regulatory authorities, will be invoiced directly to the Owner at cost plus a 10% administrative fee.  
· Additional engineering and/or architectural services required due to existing unseen conditions, such as inadequate or defective subsurface or structural elements, will be invoiced directly to the Owner at cost plus a 10% administrative fee.  
»

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
**OWNER (Signature)**

« Michelle Bailey Hedgepeth »  
« Town Administrator »  
(Printed name and title)

\_\_\_\_\_  
**ARCHITECT (Signature)**

« William Hill Cawood, AIA »  
« Principal »  
(Printed name, title, and license number, if required)

# CAWOOD ARCHITECTURE PLLC

October 12, 2023

To: **Aman Trust, c/o Samuel Parker, JR**  
5601 57th Ave.  
Riverdale, MD 20737

Re: **Bostwick House**  
3901 48th Street  
Bladensburg, MD 20710

Dear Sam,

Please see my attached timeline for the House Stabilization project at the Bostwick House. As noted in our previous discussions, the goal of the stabilization is to preserve the building while the long-range goal community goals for this significant historic resource are being explored and implemented. I have attempted to use my best judgement in creating the timeline, but several factors are outside of my control, from bid timelines and unforeseen conditions to the requirements of the Historic Easement administrators, but it is my hope that this will serve as a roadmap for decision making.

## HOUSE STABILIZATION PRELIMINARY TIMELINE

Week Number	Task	Duration (Weeks)	Approx Date
0	Sign Architectural Contract/Start Planning	0	10/16/2023
2	Submission to Aman Trust of scope of work with range of costs	2	10/30/2023
4	Approval by Aman Trust (Town of Bladensburg) of scope of work	2	11/13/2023
7	Cost Estimating and Concurrent Maryland Historic Trust (MHT)/ Maryland National Capitol Park and Planning Commission (MNCPPC) Submittal This may be dependent on next available meeting with MHT.	3	12/4/2023
13	MHT/MNCPPC Review process (45-day review process) and Concurrent Preliminary Bidding/Contractor Identification process	6	1/15/2024
19	Formal Bids (as required) and Concurrent Permit Submission	6	2/26/2024
21	Construction contracts awarded by Aman Trust (Town)	2	3/11/2024
47	Construction, assuming 6 months of construction and approvals	26	9/9/2024

I do think that we may be able to break projects out into smaller chunks to help with the time-line, and that we could possibly accelerate the construction timeline, but these projects do require oversight and approvals that require more scheduling time than a typical project. I hope to be able to tighten up my estimate during the formal bid process, and we can also look at other ways to reduce the overall schedule or parallel path isolated projects.

Thank you again for asking me to assist you with preparing this project, and I look forward to helping you again with this unique house.

Regards,

Will

A handwritten signature in black ink, appearing to read 'Cawood', with a large, stylized loop at the end.

William Hill Cawood, AIA NCARB

Cawood Architecture, PLLC



## Agenda Item Summary Report

<b>Meeting Date:</b> November 13, 2023	<b>Submitted by:</b> Michelle Bailey Hedgepeth
<b>Item Title:</b>	
Contract Approval 9-2024: Approval to allow the Town Administrator to execute a contract with Modulex, Mid Atlantic, for gateway and town signage in an amount not to exceed \$21,228.22.	
<b>Work Session Item</b> <input checked="" type="checkbox"/> <b>Council Meeting Item</b> <input type="checkbox"/>	<b>Documentation Attached:</b> Quotation Photos of proposed signage
<b>Recommended Action:</b>	
Staff request the approval of this item to purchase signs for the major and minor gateways of the Town.	
<b>Item Summary:</b>	
<b>Presenter:</b> Michelle Bailey Hedgepeth, Town Administrator	
<b>Background:</b> The Town Council approved using ARPA funds for the replacement signage throughout the Town as part of the Beautification efforts. These signs will replace major and minor gateway areas in the Town and provide a refreshed look.	
<b>What to expect:</b>	
<ul style="list-style-type: none"><li>• New signage on 57<sup>th</sup> and Annapolis Road (2 Pole Signage)</li><li>• New signage at the Peace Cross Intersection</li><li>• New single pole signage on Edmonston and Kenilworth Avenue</li></ul>	
We will get more estimates for the other entryway signage, which will come to the Council separately. The intent is to replace all gateways signs within the Town this year.	
Staff will be present to answer any questions on this item.	
<b>Budgeted Item:</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> <b>Budgeted Amount:</b> \$50,000 <b>One-Time Cost:</b> \$21,228.22 <b>Ongoing Cost:</b>	<b>Continued Date:</b>
<b>Council Priority:</b> Yes <input type="checkbox"/> No <input type="checkbox"/>	<b>Approved Date:</b>



SMI Sign Systems, Inc. dba Modulex Mid-Atlantic  
3903 Cornell PI | Frederick, MD 21703  
301-468-1132 | modulex.com/mid-atlantic

## PROPOSAL

No: **231988**  
Date: 11/7/2023

### BILLING ADDRESS

Town of Bladensburg  
4229 Edmonston Road  
Bladensburg, MD 20710

Ray Jefferies  
rjefferies@bladensburgmd.gov  
301-927-7048

### INSTALLATION ADDRESS

Town of Bladensburg  
4229 Edmonston Road  
Bladensburg, MD 20710

Ray Jefferies  
rjefferies@bladensburgmd.gov  
301-927-7048

### PROJECT NAME

Town of Bladensburg Gateway Signs

### SALEPERSON

Max Aronow

ITEM#	TYPE	DESCRIPTION	QTY	UNIT	TOTAL
1		Town of Bladensburg Seal Pole Option B - 76" x 14-7/8" overall size - Single sided 1/4" aluminum sign face with additional CNC routing and engineer grade reflective copy reading "Welcome to" - 3" round decorative post with fluted base, black powder coat - Digitally printed reflective graphics	2	\$1,876.61	\$3,753.22
2		Town of Bladensburg Seal Two Pole Welcome Sign - 112.375" x 64.25" overall size - 64.25" x 24.5" top "welcome" sign face size - 51.75" x 80.25" lower sign face size - Single sided 1/4" aluminum sign faces - OPP GP-PS-8 to include 4" Square Posts, SF4B Finial, and OSB - 4 Base, black powder coated. - Digitally printed reflective graphics	2	\$4,860.00	\$9,720.00
4		Field Survey & Installation of Single Post Seal Field Survey to flag location and Call Miss Utility  Installation of the above signs  Price includes 8" cement footings for each pole based on installation in soil.  Removal of existing sign if applicable not included and additional  Landscape Remediation by others	2	\$1,285.00	\$2,570.00



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### PROJECT NAME

Town of Bladensburg Gateway Signs

### SALEPERSON

Max Aronow

ITEM#	TYPE	DESCRIPTION	QTY	UNIT	TOTAL
5		Field Survey & Installation of Double Post Seal Field Survey to flag location and Call Miss Utility  Installation of the above signs  Price includes 8" cement footings for each pole based on installation in soil.  Removal of existing sign if applicable not included and additional  Landscape Remediation by others	2	\$1,540.00	\$3,080.00
6		Design Creation of conceptual and production files	1	\$480.00	\$480.00
6		Permit (Allowance if applicable) Permits to be obtained at cost plus staff time.  Does not include engineering seal if required	1	\$1,250.00	\$1,250.00
7		Project Management Assign a dedicated Project Manager for the duration of project subcontract.	1	\$375.00	\$375.00

### NOTES:

<b>SUBTOTAL</b>	<b>\$21,228.22</b>
Tax	
Shipping	
<b>TOTAL</b>	<b>\$21,228.22</b>

Approved By \_\_\_\_\_

Date \_\_\_\_\_



SMI Sign Systems, Inc. dba Modulex Mid-Atlantic  
3903 Cornell Pl | Frederick, MD 21703  
301-468-1132 | modulex.com/mid-atlantic

## PROPOSAL

No: 231988

Date: 11/7/2023

### Town of Bladensburg Town of Bladensburg Gateway Signs

**TERMS:** 50% Deposit Required Prior to Manufacturing. Balance Due Upon Receipt; Unless otherwise agreed and stated. All amounts are due upon completion. SMI reserves the right to assess a service charge to the maximum allowed by law. In the event that full and final payment is not made within 30 days after the completion of the display, SMI, shall be entitled to a finance charge on the unpaid balance calculated at the rate of up to two percent (2%) per month or up to an annual rate of twenty four (24%) percent a year.

**LIQUIDATED DAMAGES:** SMI/Modulex Mid Atlantic will not accept any contract with liquidated damages provision(s).

**CANCELLATION OF AGREEMENT:** In the event that Purchaser shall notify SMI of its intention to cancel this contract in writing to an officer of the corporation, for any reason, or in the event of a breach of this contract before completion, the PURCHASER specifically agrees to pay as liquidated damage, the usual retail cost of labor and materials then provided by SMI, at the rate in effect at the date of cancellation and/or breach. Said sums constitute the actual cost suffered by SMI by reason of cancellation and/or breach, and does not constitute penalty.

**CHANGE TO ORDER:** Applicable fees may apply for changes to the original order.

**ARTWORK:** Acceptable art files for all logos, provided art, graphics, floorplans, building elevations and any design elements will be provided in vector based eps, ai, pdf, cdr files. Raster based images shall be provided in high resolution. Each art file is a subject for quality inspection prior to production. Provided files requiring modification, correction or special production preparation are subject to hourly fees at our standard design rates.

**ERRORS AND OMISSIONS:** Seller is not responsible for any errors or omissions in plans, designs, specifications, drawings or any other document supplied by others.

**NORMAL CONDITIONS ASSUMED:** If unusual and unforeseen conditions during the installation of any signs occurs such as hitting reinforced steel bars, steel hidden within or behind the wall, steel or any like object not visible or in place during the time of this agreement, or if encountering rock, hardpan, subsurface water, non-supportive ground condition, and the like are encountered erecting the display and require addition cost, this cost will be charged to the PURCHASER on a time and material basis. Normal soil and wind conditions are assumed.

**SITE NOT COMPLETED:** If the contracted work is completed and the site is not ready to accept the sign display, then the PURCHASER shall pay in full all cost as agreed, except for installation. Installation cost will be due and payable upon completion of work with the same conditions stated. Any additional costs for additional trips will be the responsibility of the customer.

**ACCESS:** SMI shall be provided suitable access to the work area, if our work is dependent upon or must be undertaken in conjunction with the work of others, such work shall be so performed and completed as to permit SMI to perform our work hereunder uninterrupted, during normal business hours of operation unless other agreements or arrangements contained and stated in proposal. Access for proper areas for equipment staging shall be responsibility of others and special equipment required due to unsatisfactory access to staging area shall be invoiced as additional. Access and/or Access panels in ceilings and walls shall be provided by others unless specifically included in scope. Additional or specialized equipment to be additional.

**ELECTRICAL SERVICE:** Unless specified in scope, Seller is not responsible for electrical hook up. If Seller is to provide electrical hook-up, the service to be run to sign location by others with junction box located within 4' of sign location unless otherwise indicated in the scope of work.

**REMEDICATION:** Unless included in scope prior, all wall remediation to be provided by others by where damage incurred as part of typical sign removal or installation and to include all wall finishes to include but not limit to interior wall patch and paint, exterior brick/mortar and all wall finishes. All landscape remediation to be performed by others unless previously agreed in writing to be contained in scope of work.

**ENTIRE AGREEMENT:** This agreement contains the entire agreement between PURCHASER and SMI, and supersedes, cancels and extinguishes all prior and previous agreements. No person other than officers of SMI shall have the authority to make any changes or modifications to this agreement.

**PERMITS & PROCUREMENT:** Unless otherwise noted, Permits and procurement to be additional and invoiced at permit cost plus staff time, travel, parking, and other ancillary expense. Typical pricing provided is for standard permitting. Variances, hearing attendance, street closure permits, public space use permits to be additional. Should client elect to waive SMI permitting service, The client is solely responsible for acquiring and paying for all necessary and appropriate permits. The client will also be responsible for all costs associated with these signs not being permitted and meeting the jurisdiction's requirements. This includes, but is not limited to fines, removal costs, refabricating, re-lettering and storage.

**REMOVAL & STORAGE:** Seller will store the sign for a maximum of 90 days if the customer plans to reuse the sign. Seller must be informed of this intent at the time of this contract's approval. Seller will not be responsible for the sign in any way after 90 days from the removal date. Storage Fees will be charged for all signs after 90 days.

**PERSONAL GUARANTY:** In consideration of credit being extended by SMI, to me/us/it, I and/or we guarantee and bind myself/our self to faithful payment of all amounts purchased or now owing by me/us or either of us, or any other person, firm or corporation, for our benefit. If credit is extended to a corporation in which I/we, or either of us, am/are an officer/agent, or in which and interest exists, I/we shall personally faithfully guarantee the payment of all credit extended to said corporation.

**TRANSFER OF PROPERTY:** All signs or items mentioned under this quotation will remain the property of Seller until the agreement amount is paid for in full. Seller retains the right to remove any item for non-payment.

**UNDERGROUND UTILITIES:** This quotation covers utility locates for ground sign installation. Customer is to advise Seller, in writing, of any site specific installed and / or owned phone, power, cable or irrigation lines.

**VENUE:** The parties agree that this Agreement is to be governed by and construed under the law of the State of Maryland without regard to its conflicts of law provisions. The parties further agree that all disputes shall be resolved exclusively in state or federal court in Frederick County, Maryland.

**WARRANTY:** Seller warrants the completed work, except as may otherwise be specified, to be free of defects in material and workmanship under normal use and service. Seller's obligation under this warranty being limited to repairing or replacing, at its option, within a reasonable time any parts thereof which shall become defective within a period of one year from completion thereof unless otherwise specified in writing and as an addendum to these terms. The repair or replacement of defective parts under this warranty within the time or times noted shall be made by Seller, without charge for parts or labor. Warranty shall exclude the following, which are out of the Seller's control:

(1) Damage caused by fire, high winds, vandalism or improper use.

(2) The Buyer agrees to examine said signage upon completion of installation and the Buyer further agrees promptly to notify the Seller of any and all complaints, defects, breaches of contract, or warranty claimed by the Buyer in writing. Failure to promptly notify the Seller shall constitute acceptance by the Buyer and waiver by the Buyer to such complaints, defects, breaches of contract, or warranties.

In case of discrepancy between this contract and any sketch referred to herein, the specification of this contract shall prevail.

Seller, Inc. shall not be liable for special or consequential damages including but not limited to loss of profits or revenue, loss of use of the product or any associated product, cost of capital, cost of substitute products or claims of customers of purchaser for such damage, for failure to complete on time for delays in delivery or performance due to:

(1) Causes beyond our reasonable control;

(2) Acts of God, Acts of Purchaser, Acts of Civil or Military Authority, Priorities or other Governmental Allocations or controls, Fires, Strikes, or other labor difficulties, delays in our source of supply, delays in transportation; or

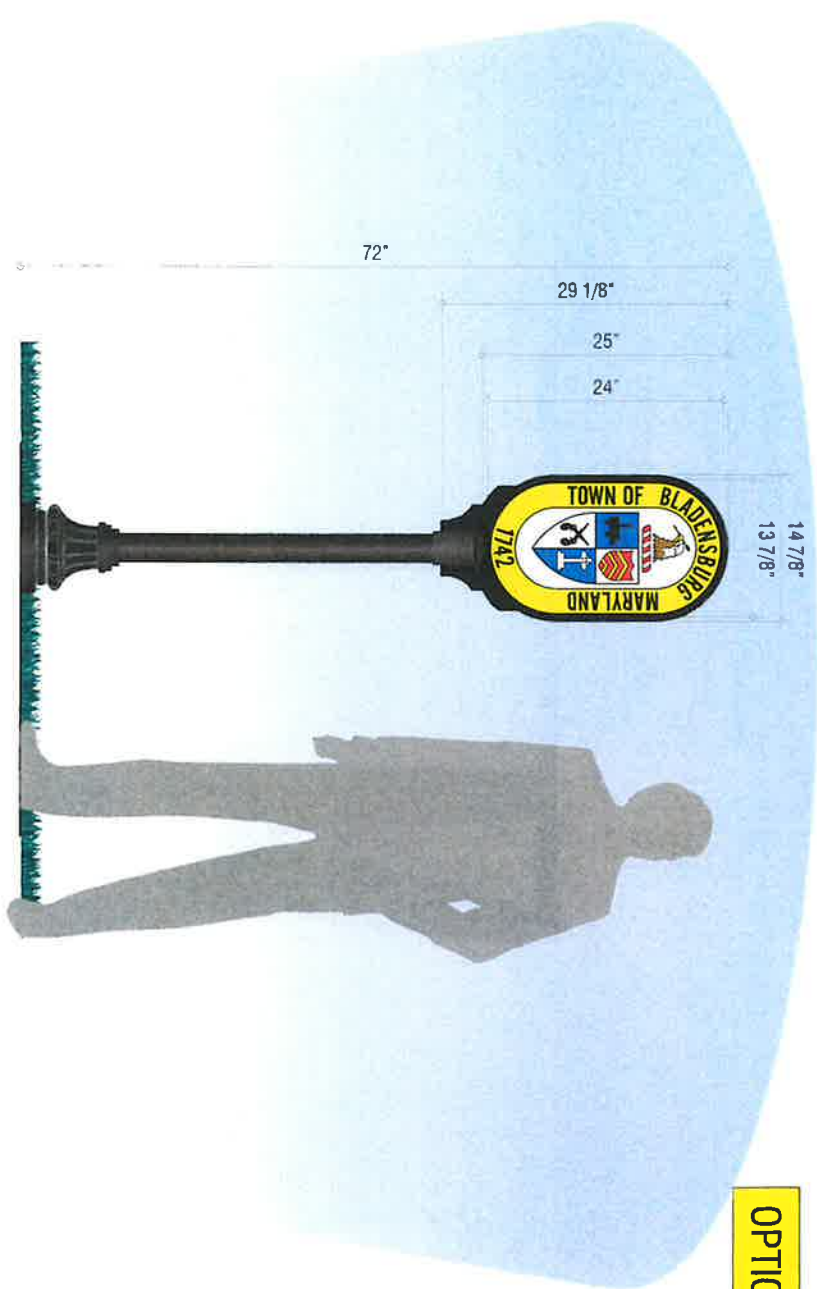
(3) Any other commercial impracticability;

(4) Fabric/Vinyl banners are not warranted/guaranteed by Seller, Inc. nor will SMI be held responsible for any accidents resulting from the installation of such.

Acceptance of SMI Proposal shall include acceptance of all terms and conditions listed above. Pricing valid for 90 days from date of proposal after which pricing subject to change.



OPTION A



x1 Town of Bladensburg Seal Pole

- Single sided 1/4" aluminum sign face
- 3" round decorative post with fluted base
- Black powder coat
- Digitally printed reflective graphics

**modulix**  
mid-atlantic

3609 Cornell Place  
Frederick, MD 21703  
modulix.com/mid-atlantic  
301-468-1132  
Account Representative  
Max Atorow (K111)  
max.atorow@modulix.com  
Project Manager

X1 PROJECTS, 2023\1 Town of Bladensburg\231988 - Gateway Sign\

Approval  
☐ Approved  
☐ Approved with Changes  
☐ Revise / Resubmit

Signature \_\_\_\_\_ Date \_\_\_\_\_

Modulix is not responsible for registering or depicting errors with customer's report. Changes to registering layout require an "as-constructed" drawing. Changes to the job layout responsibility of the customer. Should any other errors or omissions be made, Modulix will make the necessary corrections at no charge to the customer. Modulix will make the necessary corrections at no charge to the customer.

Submittals & Revisions  
10/18/2023 Adam  
10/24/2023 Adam

Project  
Town of Bladensburg  
4223 Edmonston Road  
Bladensburg, MD 20710

Description  
Seal Pole Sign  
Drawing No. 231988  
Sheet 2.0





## Agenda Item Summary Report

**Meeting Date:**  
November 13, 2023

**Submitted by:**  
Michelle Bailey-Hedgepeth

**Item Title:**

Contract Approval 10-2024: Approval to allow the Town Administrator to enter into an agreement with the State of Maryland Office of Broadband Services for the 2023 Maryland Connected Devices Grant Program

**Work Session Item** ☐  
**Council Meeting Item** ☒

**Documentation Attached:**  
Agreement

**Recommended Action:**

Approval to allow the Town Administrator to enter into an agreement with the State of Maryland Office of Broadband Services for the 2023 Maryland Connected Devices Grant Program

**Item Summary:**

**Presenter:** Michelle Bailey Hedgepeth

**Background:** This is an agreement with the State of Maryland Office of Broadband Services for the 2023 Maryland Connected Devices Grant Program.

The Town applied for this grant with the other Port Towns. We were awarded 50 devices, and the other towns will get 25 each.

Staff will be present to answer any questions on this matter.

**Budgeted Item:** Yes ☐ No ☐  
**Budgeted Amount:** 0  
**One-Time Cost:** staff time  
**Ongoing Cost:**

**Continued Date:**

**Council Priority:** Yes ☐ No ☐

**Approved Date:**



WES MOORE  
Governor  
ARUNA MILLER  
Lt. Governor  
JACOB R. DAY  
Secretary  
OWEN MCEVOY  
Deputy Secretary

October 18, 2023

Ms. Michelle Bailey Hedgepeth  
Town of Bladensburg  
4229 Edmondston Road  
Bladensburg, MD 20710

CONGRATULATIONS!

RE: Request for Funding  
Maryland Connected Devices Program

Dear Ms. Hedgepeth:

On behalf of Governor Wes Moore and Lieutenant Governor Aruna Miller, it is my pleasure to inform you that your request for 125 devices with a value of \$24,843.75 for distribution to eligible households throughout the Town of Bladensburg Community has been approved. We note that you have elected not to receive the per-device stipend, so will not be including that as part of your award.

The Office of the Attorney General has prepared a draft MOU attached to this award letter. The acquisition of devices and stipend funding is conditional upon full execution of a grant agreement between the Town of Bladensburg and the Maryland Department of Housing and Community Development ("the Department").

Again, congratulations on your award. If I may be of further assistance on this or any other matter, please do not hesitate to contact me or Ronnie Hammond, Program Manager Digital Equity & Inclusion, at 301-429-7514 or [ronnie.hammond@maryland.gov](mailto:ronnie.hammond@maryland.gov).

Sincerely,

A handwritten signature in black ink, appearing to read "J. R. Day", written over a horizontal line.

Jacob R. Day  
Secretary



MARYLAND DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT  
7800 HARKINS RD • LANHAM, MD 20706 • [DHCD.MARYLAND.GOV](http://DHCD.MARYLAND.GOV)  
301-429-7400 • 1-800-756-0119 • TTY/RELAY 711 or 1-800-735-2258



**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**  
**OFFICE OF STATEWIDE BROADBAND**  
**MARYLAND CONNECTED DEVICES PROGRAM GRANT AGREEMENT**

**THIS MARYLAND CONNECTED DEVICES PROGRAM (“MD-CDP” or the “Program”) GRANT AGREEMENT (“Agreement”)** is entered into as of the Effective Date (as defined herein) by and between the DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (the “**Department**”), a principal department of the State of Maryland (“**State**”) and the TOWN OF BLADENSBURG (the “**Grantee**”), a local jurisdiction of the State of Maryland. The Department and the Grantee are each a “**Party**” and may collectively be referred to as the “**Parties**”.

**RECITALS**

- A. This Agreement is issued pursuant to the State’s appropriation of funding received from the United States Department of the Treasury’s Coronavirus State Fiscal Recovery Fund created by Section 9901 of the American Rescue Plan Act (the “**Act**”) to the Office of Statewide Broadband (the “**Office**”). This federal funding is the sole source of funds for the Program. The award made hereunder is subject to all applicable rules, regulations, and guidance issued by the Treasury related thereto (the “**Regulations**”).
- B. The purpose of the Program is to:
1. Address the deficit of broadband connectivity resources available to low-income populations in the State; and
  2. Provide for the delivery of internet-enabled devices (“**Devices**”) and a per-device stipend, where applicable, to local jurisdictions that will facilitate the distribution of the devices to those most in need.
- C. Grantee has submitted an application (the “**Application**”) to the Department, the Executive Summary of which is attached hereto as **Exhibit A**. The remainder of the Application is incorporated into Exhibit A by reference. The Application describes a plan for receipt, storage and distribution of devices to be provided under the Program.
- D. In reliance upon the statements, representations and certifications contained in the Application, the Department has approved an award to Grantee.
- E. The provisions of the Act, the Regulations, and the Department’s Second Round Request for Applications dated September 25, 2023 (“**RFA**”), as amended from time to time, are hereby incorporated into this Agreement as if fully restated herein.

**AGREEMENT**

**IN CONSIDERATION** of the Recitals, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Department and Grantee agree as follows:

- 1) Grant.
  - a) The Department agrees to provide Grantee with One Hundred Twenty-Five (125) Devices, and a

per-device stipend of Six Dollars (\$6.00) (“Stipend”). The monetary value of the Devices is Twenty-Four Thousand Eight Hundred Forty-Three Dollars and Seventy-Five Cents (\$24,843.75). The amount of the stipend for the Devices being supplied under this Agreement is Zero (0) Dollars (\$0.00). Together, the Devices and the total Stipend constitute the Grant. Disbursement of the Grant is subject to the continuing availability of funding to the Department.

- b) Grantee shall use the Grant to carry out only the approved activities described in Exhibit A (the “**Project**”). Grantee certifies its activities are eligible activities as set forth in the Act.

2) Expenditure and Disbursement of the Grant.

- a) Upon submission to the Office of a copy of this Agreement signed by an authorized representative of Grantee, Grantee must issue an Allocation Request to the Office’s Program Manager for Equity and Inclusion. The Allocation Request shall be in the form provided by the Office and shall identify the location to which Devices are to be delivered. Devices shall be delivered in lots. The first lot delivery under an Allocation Request will be scheduled within sixty (60) calendar days of the Effective Date of this Agreement, with subsequent lot deliveries to occur monthly until Grantee has received all allocated Devices. Delivery of Devices on any other schedule is at the sole discretion of the Office and permitted only with the Office’s written approval.
- b) Grantee is responsible for the Devices once they are delivered to Grantee. If Grantee fails or refuses to accept a scheduled delivery on the scheduled date and time, all risks associated with the products to be delivered shall nonetheless be Grantee’s responsibility and Grantee shall be responsible for all additional storage and handling costs to be incurred as a result.
- c) Within three (3) business days after delivery of Devices to the Grantee, Grantee must examine the Devices. Issues with any received Device must be brought to the attention of the Office within five (5) business days after delivery – after this time, the Devices will be deemed accepted by Grantee and appropriate for distribution. Once Devices are accepted by the Grantee, the manufacturer’s warranty will apply.
- d) Devices must be distributed to the end recipients within one hundred and eighty-two (182) calendar days of the first lot delivery to Grantee. Notwithstanding the foregoing or any language to the contrary in the RFA, where the first lot delivery of Devices to a Grantee occurs on or after November 1, 2023, all allocated Devices must be distributed on or before April 30, 2024. Devices that have not been distributed by the 183<sup>rd</sup> day after the first lot delivery or by April 30, 2024, whichever date is earlier, must be returned to the Office at the Grantee’s expense. Failure to return Devices as required under this subsection shall be a material default of this Agreement.
- e) Grantee may utilize distribution partners or subcontractors as set forth in the RFA and, if applicable, as described in Exhibit A. Regardless of the participation of any distribution partner or subcontractor in the Project, Grantee shall be responsible for satisfactory implementation of the Project and for the performance of its obligations under this Agreement.
- f) The Stipend shall only be applied to the cost of securing Devices in storage, the cost of transporting the devices to the distribution venue(s), the cost of securing devices during distribution, the cost of the distribution venue(s), and personnel costs associated with distribution. Any other use must be directly attributable to the distribution efforts and is permitted only with the written approval of the Office. Grantee’s overall costs for receiving, storing, securing, and distributing the Devices, where in excess of the Stipend, are the sole responsibility of Grantee.

- g) The Stipend will be provided incrementally, only for the lot of Devices currently scheduled for delivery, and will be provided directly to the Grantee. The number of deliveries provided for in Grantee's Allocation Request(s) will determine how much of the Stipend will be provided in connection with each delivery.
  - h) Eligible use of the Stipend must be supported by invoice(s) submitted to the Department within thirty (30) calendar days of each lot delivery described above. Any exception to this requirement is at the sole discretion of the Office and must be confirmed in writing by the Office. **Failure to timely submit invoices will be deemed a default of this Agreement and may result in Grantee being required to repay all or part of the Stipend.**
  - i) The entirety of the Stipend must be expended by April 30, 2024.
  - j) Final proof of expenses in the form of invoices or other supporting material must be submitted no later than April 15, 2024, and shall identify in detail all expenses incurred for which the Stipend was used. Where a final, or consolidated, invoice is submitted, it shall have attached copies of all the underlying supporting invoices and other documentation of such expenses.
  - k) The Department shall have the right at any time to request that Grantee provide additional supporting documentation to verify or validate its eligible use of the Stipend.
  - l) The Department reserves the right not to disburse the Grant if, in the Department's determination:
    - i. Grantee has failed to supply a material fact in an Allocation Request;
    - ii. An Allocation Request, when combined with all prior Allocation Requests of Grantee, exceeds the total amount of the Grant;
    - iii. Grantee has used any portion of the Grant for uses or activities other than the Project, or in a manner inconsistent with the terms and conditions of this Agreement, the Act, the Regulations, and the RFA; or
    - iv. Grantee is in default under any other term or condition contained in this Agreement.
- 3) Records, Inspections and Reports.

This Section shall survive the term of this Agreement.

- a) Records.
  - i) Grantee shall maintain accurate financial records of all transactions relating to the receipt, expenditure, and disbursement of the Grant and administration of the Project (collectively, **"Records"**). The Records shall be in a form acceptable to the Department. Grantee shall retain the Records for three (3) years following the date the Department approves final disbursement of the Grant, or such longer period as may be required by federal law.
  - ii) Grantee shall make the Grantee's administrative offices, its personnel, whether full-time, part-time, consultants or volunteers, and the Records available to the Department for inspection upon request, during the term of the Agreement and for a period of three (3) years following the date the Department approves final disbursement of the Grant. The Grantee shall permit

the Department to perform program monitoring, evaluation and audit activities as determined to be necessary, at the discretion of the Department.

b) Inspections. All financial and programmatic records of the Grantee related to the Grant shall be available for inspection by authorized personnel of the Department and agents of the federal government. The Grantee shall further permit the Department to perform program monitoring, evaluation and audit activities as determined to be necessary, at the discretion of the Department. The Department may conduct inspections of the Project at any time during the term of this Agreement.

c) Reports.

i) Every sixty (60) calendar days following the execution of this Agreement, Grantee shall provide the Department with interim progress reports in a manner and form to be determined by the Office. The interim progress reports shall contain such information as the Department requests, including, but not limited to, work accomplished and problems encountered, past and projected expenditures made utilizing the Stipend, and benchmarks reached. Grantee shall ensure that each interim progress report is received by the Department no later than ten (10) working days after the due date.

ii) Within forty-five (45) calendar days after Grantee completes the Project, Grantee shall submit to the Department a final report (the "**Final Report**") in a manner and form to be determined by the Department that describes the completed Project, the success of the Project, any problems encountered in completing the Project, and such other information as the Department requires. The Final Report shall also contain a summary of the Project including the number of households that received Devices, any problems encountered in completing the Project, and such other information as the Department requires. The Final report shall also contain an expense summary of the Project, certified by the highest fiscal officer of Grantee, that lists the expenditures relating to the Grant which were offset by the Stipend and other costs to the Grantee associated with the successful implementation of the Project. In addition, any completed studies, surveys, reports, or other work products, if applicable, shall be attached to the Final Report. The Grant will not be considered fully closed out until the Final Report has been submitted to, and accepted by, the Department.

iii) In addition to the requirements set forth above, Grantee shall provide the Department with such additional records, reports, and other documentation as may be required by the U.S. Department of the Treasury or the Office of the Inspector General.

4) General Covenants.

a) Grantee shall comply with all applicable laws, regulations, terms, and conditions established by the U.S. Department of the Treasury, the Department, and the State with respect to the use of the Grant.

b) Grantee must notify and obtain written approval of the Program Manager of Equity and Inclusion for any change in the Project relating to receipt, storage, security or distribution of Devices. Such a change will not require a formal amendment to this Agreement, so long as the amount of the Grant does not change. The allocation of additional devices beyond the number set forth in Section 2 of this Agreement, and any corresponding increase in the Stipend, will require a formal



amendment.

5) Grantee's Certifications. Grantee certifies that:

- a) Grantee is a local jurisdiction of the State of Maryland.
- b) The acceptance of the Grant and the entering into of this Agreement have been duly authorized, executed, and delivered by Grantee, and are the valid and legally binding acts and agreements of Grantee.
- c) Grantee is duly organized and validly existing under the laws of the State of Maryland. Grantee has the requisite power and authority to enter into and carry out the transactions contemplated by this Agreement, including, but not limited to, legal capacity and authority to own and operate or receive the equipment and services contemplated by the Project, to enter into contracts, and to otherwise comply with applicable statutes and regulations.
- d) The representations, statements, and other matters contained in the Application are and remain true and complete in all material respects.
- e) All federal, state, and local government approvals, permits, reviews, and licenses that may be required to accomplish the Project have been obtained or Grantee has reasonable assurances that they will be obtained.
- f) Grantee certifies that all of the Grant will be used for eligible Program activities as defined in the Act and Regulations.
- g) Grantee has or shall comply with all applicable federal funding conditions.
- h) Grantee will make a certification acknowledging the prohibition on the use of federal funds for lobbying in the form attached as **Exhibit B**.
- i) The activities and expenses being reimbursed under this Agreement are not subject to reimbursement from other federal or state funding sources, and Grantee has not received, nor will Grantee seek reimbursement from any other source for expenses submitted for reimbursement under this Agreement.
- j) Neither the Grantee, nor any of its officers or directors, nor any employee of the Grantee involved in obtaining contracts with or grants from the State or any subdivision of the State, has engaged in collusion with respect to the Grantee's application for the Grant or this Agreement or has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the United States.
- k) The Grantee is in good standing with the State of Maryland and is not, as of the execution of this Agreement, in default of any grant agreement, memorandum of understanding, or contract with the State.

6) Default, Repayment and Remedies; Termination.

- a) A default under this Agreement shall occur if:

- i. There is any use of the Grant by Grantee for any purpose other than as authorized by the Act, the Regulations, the RFA, and this Agreement; or
    - ii. There is a breach of any covenant, agreement, provision, representation, warranty or certification of Grantee which was made in this Agreement or the Application, as applicable.
  - b) If a default as described in Section 6(a)(i) of this Agreement occurs, the Department may demand the immediate repayment from Grantee, and Grantee shall immediately repay to the Department any portion of the Grant not expended or disbursed in accordance with this Agreement. For the purposes of this section, each Device has a per-unit cost of \$198.75.
  - c) If a default as described in Section 6(a)(ii) occurs, the Department shall have the right to declare a default of this Agreement by notice to Grantee and Grantee shall have thirty (30) calendar days from the date the Grantee receives the notice to cure the default. If Grantee has not cured the default to the satisfaction of the Department by the conclusion of the 30-day period, this Agreement shall terminate at the end of the 30-day period and the Department may demand immediate repayment of the Grant.
  - d) Notwithstanding the foregoing notice and cure period set forth in Section 6(c), in the event that the U.S. Department of the Treasury requires the repayment of any portion of the Grant, Grantee shall immediately return said funds to the Department.
  - e) In the event of termination of the Agreement, whether due to default or otherwise:
    - i. Grantee's authority to request a disbursement shall cease and Grantee shall have no right, title or interest in or to any of the Grant not disbursed; and
    - ii. The Department may demand the immediate repayment of all or a portion of the Grant which has been allocated or disbursed.
  - f) The Department's remedies may be exercised contemporaneously, and all of such rights shall survive any termination of this Agreement.
  - g) If a default occurs, the Department may at any time proceed to protect and enforce all rights available to the Department under the Regulations, the Act, at law or in equity, or by any other appropriate proceedings, which rights and remedies shall survive the termination of this Agreement. Furthermore, no failure or delay of the Department to exercise any right, power or remedy consequent upon a default shall constitute a waiver of any such term, condition, covenant, certification or agreement or of any such default or preclude the Department from exercising any such right, power or remedy at any later time or times.
- 7) **Indemnification.** To the extent permitted by the laws of the State, and subject to appropriations as well as the notice requirements and damages limitations stated in the Local Government Tort Claims Act, Md. Code Ann., Cts. & Jud. Proc. § 5-301, et seq. (2013 Repl. Vol.) (the "LGTC") and Md. Code Ann., Cts. & Jud. Proc. §§5-509 and 5-5A-02 (2013 Repl. Vol.), all as amended from time to time, and except in the event of the Department's negligence or willful misconduct or the negligence or willful misconduct of the Department's officers, agents, employees, successors and assigns, Grantee shall indemnify and hold harmless, the Department, its officers, agents, employees, successors and assigns against liability for any suits, actions or claims of any character arising from or relating to the performance by Grantee (or its officers, agents, employees, successors or assigns) of any of its rights

or obligations under this Agreement. If Grantee is a local government, its chief executive officer hereby agrees to use his or her best efforts to include a request in the Annual Budget and Appropriation ordinance to appropriate funds in the event there is an otherwise indemnifiable cost to the Department under this Section.

8) Nondiscrimination, Fair Practices, and Drug and Alcohol-Free Certifications:

- a) Grantee certifies that it does not discriminate and prohibits discrimination in, and shall not exclude from the participation in, or deny the benefit of any program or activity funded in whole or in part with the Grant, on the basis of political or religious opinion or affiliation, marital status, race, color, creed or national origin, or sex or age, except when age or sex constitutes a bona fide occupational qualification, sexual orientation, gender identity, or the physical or mental handicap of a qualified handicapped individual.
  - b) Grantee shall comply with the provisions of all federal, State and local laws prohibiting discrimination in housing on the grounds of race, color, religion, national origin, sex, marital status, physical or mental disability, sexual orientation, age, gender identity, genetic information, or an individual's refusal to submit to a genetic test or make available the results of a genetic test, including Title VI and VII of the Civil Rights Act of 1964, as amended (Public Law 88-352); and Title VIII of the Civil Rights Act of 1968, as amended (Public Law 90-284); the Fair Housing Act (42 U.S.C. §§3601-3620); the Americans with Disabilities Act of 1990, as amended; and Title 20 of the State Government Article of the Annotated Code of Maryland, as amended.
  - c) Grantee shall comply with the provisions of the Governor's Executive Order 01.01.1989.18 regarding a drug- and alcohol-free workplace and any regulations promulgated thereunder.
- 9) Notices. All notices, requests, approvals, and consents of any kind made pursuant to this Agreement shall be in writing. Any such communication, unless otherwise specified, shall be deemed effective as of the date it is mailed, postage prepaid, addressed as follows:

- a) Communications to the Department shall be mailed to:

Ronnie Hammond  
Deputy Director  
Office of Statewide Broadband  
Department of Housing and Community Development  
7800 Harkins Road  
Lanham, MD 20706

with a courtesy copy to: [Ronnie.Hammond@maryland.gov](mailto:Ronnie.Hammond@maryland.gov)

- b) Communications to Grantee shall be mailed to:

Attn:

- 10) Amendment. Other than as set forth in Section 4(b), this Agreement may not be amended except by a written instrument executed by the Department and Grantee.

- 11) Execution. This Agreement and any amendments thereto may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement or the amendment and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement or any amendments thereto and of signature pages by facsimile or by electronic transmission shall constitute effective execution and delivery of this Agreement or amendment as to the parties and may be used in lieu of the original Agreement or amendment for all purposes. Without limitation, “electronic signature” shall include: faxed versions of an original handwritten signature; electronically scanned and transmitted versions (e.g., via pdf) of an original handwritten signature; and any typed signature (including any electronic symbol or process attached to, or associated with, the Agreement) adopted by the parties with the intent to sign the Agreement. Signatures of the parties transmitted by facsimile or electronic transmission shall be deemed to be their original signatures for all purposes.
- 12) Assignment. This Agreement may not be assigned without the prior written approval of the Department.
- 13) Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between the parties hereto with respect to the Grant.
- 14) Governing Law. This Agreement shall be construed, interpreted, and enforced in accordance with the laws of the State of Maryland without regard to conflict of laws provisions.
- 15) Term of Agreement. Unless sooner terminated pursuant to Section 6 of this Agreement or by the mutual consent of Grantee and the Department, the term of this Agreement shall be from the date of execution of this Agreement by the Department (the “Effective Date”) until the Grant has been either fully disbursed or returned to the Department, all reports and records due by Grantee to the Department have been received and approved by the Department, and there has been a final settlement and conclusion between the Department and Grantee of all issues arising out of the Grant.
- 16) Further Assurances and Corrective Instruments. Grantee agrees that it will, from time to time, execute and deliver, or cause to be delivered, such amendments hereto and such further instruments as may be required by the Department to comply with any existing or future State regulations, directives, policies, procedures, and other requirements, or to further the general purposes of this Agreement.
- 17) Delay Does Not Constitute Waiver. No failure or delay of the Department to exercise any right, power or remedy consequent upon default shall constitute a waiver of any such term, condition, covenant, certification or agreement of any such default or preclude the Department from exercising any right, power or remedy at any later time or times.
- 18) Notice Regarding Disclosure of Information Relating to the Project.
- a) The Department intends to make available to the public certain information regarding the Project and the Grantee.
  - b) The Department may be required to disclose information about the Project to the Board of Public Works and the Maryland General Assembly and may desire to disclose such information to other State officials or their staff, local government officials or their staff, and other lenders and funding sources.
  - b) The Department may be required to disclose information in response to a request for information

made pursuant to the Public Information Act, General Provisions Article, §4-101 et seq. of the Annotated Code of Maryland (the "PIA"). Information that may be disclosed includes, among other things, the name of the Grantee; the description of the Project; the date and amount of financial assistance awarded by the Department; the terms of the financial assistance; use of funds; information contained in the Application; a copy of the Application; and the sources, amounts and terms of other funding used to complete the Project. Certain information may be exempt from disclosure under the PIA. Requests for disclosure of information made pursuant to the PIA are evaluated on an individual basis by the Department. If Grantee believes that any of the information it has provided to the Department is exempt from disclosure, Grantee should attach a statement to this Agreement describing the information it believes to be exempt from disclosure and provide an explanation therefor. The Department cannot guarantee non-disclosure of such information but may consider Grantee's statement when responding to a request made pursuant to the PIA.

19) Exhibits. The following exhibits are a material part of this Agreement and are incorporated herein by reference.

Exhibit A – Application

Exhibit B – Certification Prohibiting the Use of Federal Funds for Lobbying

Exhibit C – Allocation Request

[SIGNATURES ON FOLLOWING PAGE]

**WITNESS**, the parties hereto have caused this Agreement to be executed under seal by their duly authorized officer(s) as of the Effective Date.

\_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**DEPARTMENT OF HOUSING AND  
COMMUNITY DEVELOPMENT**

By: \_\_\_\_\_  
Jacob R. Day, Secretary

\_\_\_\_\_  
Date

Approved for form and legal sufficiency,  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Assistant Attorney General

## **EXHIBIT B**

### **CERTAIN FEDERAL FUNDING CONDITIONS AND CERTIFICATION AGAINST LOBBYING**

**All CDP Grantees acknowledge the following conditions may be applicable to their award:**

**A. Certification prohibiting use of federal funds for lobbying**

1. 18 U.S.C. 1913 and section 1352 of P.L. 101-121 require that all prospective and present subgrantees (this includes all levels of funding) who receive more than \$100,000 in federal funds must submit the form "Certification Against Lobbying". It assures, generally, that recipients will not lobby federal entities with federal funds, and that, as is required, they will disclose other lobbying on form SF- LLL. Where applicable, the Grantee shall require that the language of the certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements). Any subgrantees to whom this section is applicable shall certify and disclose accordingly.

**B. Clean Air Act and Federal Water Pollution Control Act**

1. Clean Air Act

- a. The Grantee agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b. The Grantee agrees to report each violation to DHCD and understands and agrees that the DHCD will, in turn, report each violation as required to assure notification to the U.S Department of the Treasury, and the appropriate Environmental Protection Agency Regional Office.
- c. The Grantee agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

2. Federal Water Pollution Control Act

- a. The Grantee agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- b. The Grantee agrees to report each violation to DHCD and understands and agrees that DHCD will, in turn, report each violation as required to assure notification to the U.S Department of the Treasury, and the appropriate Environmental Protection Agency Regional Office.

- c. The Grantee agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

#### **C. Access to Records**

1. The Grantee agrees to provide DHCD, the U.S. Department of the Treasury, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Grantee which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Grantee agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

#### **D. Suspension and Debarment**

1. As Federal funds support the activities of this Agreement, the Grantee acknowledges, per the United States Office of Management & Budget's Uniform Guidance section 2 CFR 200.213, Suspension and Debarment, the following obligations of Federal granting agencies regarding debarment and suspension:

“Non-federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive order 1259 and 12689, 2 CFR part 180. These regulations restrict awards, subawards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.”

#### **E. Audits**

1. If applicable to the Grantee, the Grantee shall submit audits in accordance with Federal OMB 2 CFR 200, Subpart F – Audit Requirements, if applicable. OMB 2 CFR 200, Subpart F, Audit Requirements requires that Grantees which expend a total of \$750,000 or more in federal assistance shall have a single or program-specific audit conducted for that year in accordance with the provisions of the Single Audit Act of 1984, P.L. 98-502, and the Single Audit Act Amendments of 1996, P.L. 104-156. and the Office of Management and Budget (OMB) 2 CFR 200, Subpart F. An electronic copy of all Grantee audits performed in compliance with 2 CFR 200, Subpart F shall be forwarded within thirty (30) days of report issuance to the Office of Statewide Broadband for review.



**CERTIFICATION PROHIBITING THE USE OF FEDERAL FUNDS  
FOR LOBBYING**

Grantee hereby certifies that to the best of its knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all **subrecipients** shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any persons who fail to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

\_\_\_\_\_  
Full Name of the Grantee

By: \_\_\_\_\_  
Authorized Signature for the Grantee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title

## EXHIBIT C

### DEVICE ALLOCATION REQUEST

Devices will be delivered in lots, a maximum of once per month. Indicate below how many Devices you wish to receive per lot. Total Devices requested for allocation may not exceed the number of Devices awarded to Grantee under the Agreement.

**Lot One:**

\_\_\_\_\_

\*Lot One will be scheduled for delivery within sixty (60) days of the Effective Date of the Agreement. All subsequent Lot deliveries are expected to occur once per month thereafter.

**Lot Two:**

\_\_\_\_\_

**Lot Three:**

\_\_\_\_\_

**Lot Four:**

\_\_\_\_\_

**Lot Five:**

\_\_\_\_\_

**Total:** \_\_\_\_\_

Delivery Address for Devices:

\_\_\_\_\_  
Street Address

\_\_\_\_\_, Maryland \_\_\_\_\_  
City Zip code

Department or Individual authorized to accept Lot deliveries:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title (if applicable)

\_\_\_\_\_  
Phone Number and Email Address



## Agenda Item Summary Report

**Meeting Date:**  
November 13, 2023

**Submitted by:**  
Michelle Bailey Hedgepeth, Town Administrator

**Item Title:**

A RESOLUTION authorizing the Town Administrator to apply to Prince George's County Department of Housing and Community Development on behalf of the Town of Bladensburg for Community Development Block Grant (CDBG) funding for PY 50 for Infrastructure Projects

**Work Session Item** ☐  
**Council Meeting Item** ☒

**Documentation Attached:**  
Resolution

**Recommended Action:**

Approval for the Town Administrator to apply for grants for Town Projects

The town is requesting Town Council approval to apply for CDBG PY50. This program is a yearly program offered by the County for low to moderate-income areas. The Town will be requesting funds for infrastructure projects within eligible areas.

The Town has been successful in applying for these projects, and this year, the Town will be focusing on roadway and sidewalk improvements throughout the Town. We are working on a proposal with our Town Engineers.

This resolution is an authorization to apply for funding. Grant projects will occur in 2024-2025 if funded.

Staff will be available to answer any questions about this matter.

**Budgeted Item:** Yes ☐ No ☒  
**Budgeted Amount:** \$ TBD  
**One-Time Cost:** Yes  
**Ongoing Cost:**

**Continued Date:**

**Council Priority:** Yes ☐ No ☐

**Approved Date:**



**Town of Bladensburg**

**RESOLUTION NO. 1-2024**

**Date Introduced: November 13, 2023**

**Date Adopted:**

**Date Effective:**

A **RESOLUTION** authorizing the Town Administrator to apply to Prince George's County Department of Housing and Community Development on behalf of the Town of Bladensburg for Community Development Block Grant (CDBG) funding for PY 50 for Infrastructure Projects

**WHEREAS**, the Town of Bladensburg and the Mayor and Town Council approve the Town Administrator submitting an application to Prince George's County Department of Housing and Community Development on behalf of the Town of Bladensburg for Community Development Block Grant (CDBG) funding for PY 50; and,

**WHEREAS**, the Town of Bladensburg wants to support the quality of life for its residents through the use of CDBG PY 50 Funds for Roadway projects and Sidewalk repairs and,

**WHEREAS**, CDBG PY 50 provides financial assistance to municipalities and communities in Prince George's County and

**WHEREAS**, the Town of Bladensburg supports Town staff's efforts and wishes to submit an application to the Prince George's County Department of Housing and Community Development requesting Funding for Infrastructure Projects within the Town.

**BE IT RESOLVED THAT THE MAYOR AND TOWN COUNCIL**, hereby fully support and approve the submission of an application to the CDBG PY 50 program and approve the final submission of the application, subject to any non-substantive revisions to the application by the Town Attorney and Town Administrator, which may be deemed appropriate.

**BE IT FURTHER RESOLVED** that this Resolution be and is hereby adopted this \_\_\_\_st Day of November 2023, and shall take effect immediately upon its adoption.

Attest:

---

Michelle Bailey-Hedgepeth  
Town Administrator/ Acting Town Clerk

---

Takisha D. James, Mayor



## Agenda Item Summary Report

**Meeting Date:**  
November 13, 2023

**Submitted by:**  
Michelle Bailey Hedgepeth, Town Administrator

**Item Title:**

**Resolution 2-2024:** A RESOLUTION authorizing the Town Administrator to apply to Chesapeake Bay Trust (CBT) on behalf of the Town of Bladensburg for the Prince George's County Stormwater Stewardship Grant Program is funding for Town Projects

**Work Session Item** ☐  
**Council Meeting Item** ☒

**Documentation Attached:**  
Resolution

**Recommended Action:**

Approval for the Town Administrator to apply for grants for Town Projects

The Town is working on grant applications for two projects that will help to reduce flooding run-off and create green spaces within the Town. The Town Administrator has met with Chesapeake Bay Trust staff on these matters and will be assembling an application by the November 30, 2023, deadline.

This resolution is an authorization to apply for funding. Grant projects will occur in 2024 if funded.

Staff will be available to answer any questions about this matter.

**Budgeted Item:** Yes ☐ No ☒  
**Budgeted Amount:** \$ TBD  
**One-Time Cost:** Yes  
**Ongoing Cost:**

**Continued Date:**

**Council Priority:** Yes ☐ No ☐

**Approved Date:**



**Town of Bladensburg**  
**RESOLUTION NO. 2-2024**

**Date Introduced: November 13, 2023**

**Date Adopted:**

**Date Effective:**

A **RESOLUTION** authorizing the Town Administrator to apply to Chesapeake Bay Trust (CBT) on behalf of the Town of Bladensburg for the Prince George's County Stormwater Stewardship Grant Program is funding for Town Projects.

**WHEREAS**, the Town of Bladensburg and the Mayor and Town Council approve and fully support the Town Administrator submitting an application to Prince George's County Stormwater Stewardship Grant Program on behalf of the Town of Bladensburg for funding and

**WHEREAS**, the Town of Bladensburg supports the Sustainability Goals of Prince George's County with projects that the Town is submitting and,

**WHEREAS**, Prince George's County Stormwater Stewardship Grant Program provides grants to municipalities and communities in Prince George's County and,

**WHEREAS**, the Town of Bladensburg supports these efforts and wishes to submit an application to the Prince George's County Stormwater Stewardship Grant Program requesting Funding for Green Infrastructure Projects within the Town and,

**BE IT RESOLVED THAT THE MAYOR AND TOWN COUNCIL**, hereby fully supports and approves the submission of an application to the Prince George's County Stormwater Stewardship Grant Program. The final submission of the application is subject to any non-substantive revisions to the application by the Town Attorney and Town Administrator, which may be deemed appropriate.

**BE IT FURTHER RESOLVED** that this Resolution be and is hereby adopted this \_\_\_\_st day of November 2023, and shall take effect immediately upon its adoption.

Attest:

---

Michelle Bailey-Hedgepeth  
Town Administrator/ Acting Town Clerk

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Takisha D. James, Mayor



TOWN OF  
**BLADENSBURG**  
EST. MARYLAND 1742

**STAFF  
REPORTS  
  
OCTOBER  
  
2023**