City of Hyattsville

Hyattsville Municipal Building
4310 Gallatin Street, 3rd Floor
Hyattsville, MD 20781
(301) 985-5000
www.hyattsville.org

Agenda Regular Meeting

https://us06web.zoom.us/webinar/register/WN_N9K1p7n2QamMMelY3fKWnA

Monday, March 18, 2024

7:00 PM

Virtual

City Council

Robert S. Croslin, Mayor
Joseph Solomon, Council President, Ward 5
Joanne Waszczak, Council Vice President, Ward 1
Sam Denes, Ward 1
Danny Schaible, Ward 2
Emily Strab, Ward 2
Jimmy McClellan, Ward 3
Kareem Redmond, Ward 3
Edouard Haba, Ward 4
Michelle Lee, Ward 4
Rommel Sandino, Ward 5

ADMINISTRATION
Tracey E. Douglas, City Administrator
Laura Reams, City Clerk, 301-985-5009, cityclerk@hyattsville.org

WELCOME TO THE CITY OF HYATTSVILLE CITY COUNCIL MEETING!
Your participation at this public meeting is valued and appreciated.

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1. Call to Order and Council Roll Call

2. Pledge of Allegiance to the Flag

3. Approval of Agenda

4. Approval of the Minutes

4.a. Approval of the Minutes **HCC-232-FY24**

I move that the Mayor and Council approve the minutes of the Council meeting of February 20, 2024 and the Council Budget Work Session of February 26, 2024.

Sponsors: City Administrator

Department: City Clerk

Attachments: Minutes_Feb 20 2024
Minutes_Feb 26 2024 Budget Work Session

5. Public Comment (7:10 p.m. – 7:20 p.m.) Complete Speaker Card, Limit 2 minutes per speaker

6. City Administrator Update (7:20 p.m - 7:40 p.m.)

7. Presentations (7:40 p.m. - 8:10 p.m.)

7.a. Vandalism Program Update-ARPA HCC-230-FY24

For presentation only.

Sponsors: City Administrator

Department: Community & Economic Development

Attachments: Vandalism Recovery and Prevention Grant Presentation

8. Proclamations

8.a. Proclamation Welcoming the Morehouse College Glee Club HCC-236-FY24

I move that the Mayor and Council adopt a proclamation welcoming the Morehouse College Glee Club to the Bowie Center for Performing Arts for their March 21, 2024 concert.

Sponsors: Solomon, Haba, Sandino and Lee

Department: Legislative

Attachments: CM 0318_24 Welcoming the Morehouse College Glee Club

9. Appointments

9.a. Appointment to the Race and Equity Task Force HCC-231-FY24

I move that the Mayor and Council approve the appointments of Nykia Clemonts (Ward 3), Ana Valdez Curiel (Ward 5), and Idra Akan (Not a City Resident) to the Race and Equity Task Force for a term of two (2) years to expire on March 31, 2026.

Sponsors: Haba and Lee

Department: City Clerk

Attachments: Nykia Clemonts W3 Dec 4, 23 redac
Ana Valdez Curiel W5. Jan 24, 24 redac
Idra Akan Nov 24,2023 redac

10. Consent Items (8:10 p.m. - 8:15 p.m.)

Items listed on the Consent Agenda are considered routine in nature, and are approved in one motion. There will be no separate discussion of these items unless the Mayor/Council request specific items be removed from the Consent agenda for separate action.

10.a. Community Garden Shed Purchase **HCC-237-FY24**

I move that the Mayor and Council authorize an expenditure of up to $10,000 for the acquisition and installation of two new storage sheds from Creative Outdoor Sheds LLC.

Sponsors: City Administrator

Attachments: Option 1

10.b Throne Public Bathrooms - Contract Extension **HCC-238-FY24**

I move that the Mayor and Council approve the renewal of Throne Labs rental services for five public restrooms for 1-year under their existing contract with the City. This expenditure, not to exceed $230,000, will be funded using American Rescue Plan Act (ARPA) funds as part of the Public Restrooms and Shower Facility project pre-approved by the Council during the April 17th, 2023 meeting. The Treasurer is authorized to make the necessary adjustments to the budget to facilitate this expenditure

Sponsors: City Administrator

Attachments: Throne Labs Proposal Hyattsville 022024
Throne Usage Analysis 2023 Aug thru 2024 Feb

10.c. FY24 - Landscaping Contract Expenditure - Work Extension **HCC-227-FY24**

I move that the Mayor and Council authorize an expenditure not to exceed $6,000 to Professional Lawn Maintenance Service (PLMS) for mowing services along the Trolley Trail under their existing landscaping contract with the City.

Sponsors: City Administrator

Department: Public Works

Attachments: Mowing Maintenance Work extension- City of Hyattsville.docx

10.d. FY24 - Alley Maintenance Contract Expenditure - Work Extension **HCC-228-FY24**

I move that the Mayor and Council authorize an expenditure not to exceed $8,000 to Professional Lawn Maintenance Service (PLMS) for extending work services to include additional alleys under their existing alley maintenance contract with the City.

Sponsors: City Administrator

Department: Public Works

Attachments: Alley Maintenance Additional 2024 (2)

10.e. Renewal Contract with Lexipol **HCC-229-FY24**

I move that the Mayor and Council authorize the City Administrator to renew the contract with Lexipol for a period of one (1) year commencing April 1, 2024 to March 31, 2025, at a cost not to exceed $17,467.08 annually.

Sponsors: City Administrator

Department: Police Department

Attachments: Lexipol Invoice INVLEX123481
Lexipol Contract

10.f. Disbursement of Ward 5 Discretionary Funds **HCC-234-FY24**

I move that the Mayor and Council authorize the disbursement of $927.36 from the Ward 5 discretionary fund to Trinity Grill in support of the March 14 Ward 5 Community Meeting.

Sponsors: Solomon and Sandino

Department: City Clerk

Attachments: Trinity Grill

10.g. FY24 Special Revenues Funds Grant Budget Appropriation Amendment: FEMA COVID-19 Reimbursement Grant **HCC-235-FY24**

I move that the Mayor and Council amend the FY24 Special Revenues Funds Budget to appropriate an amount not to exceed $605,056 to close-out COVID-19 FEMA Reimbursement Grant Funds. These funds cover the remaining close-out costs for vaccines, equipment, and testing sites that are 100% reimbursable by FEMA for the period July 1, 2022, to May 30, 2023.

Sponsors: Douglas

Department: Finance

11. Action Items (8:15 p.m. - 8:45 p.m.)

11.a. Streetlight Utility Negotiations and LED Conversion HCC-203-FY24

I move that the Mayor and Council authorize the City Administrator to enter into an agreement with Tanko Lighting to provide utility negotiation and LED conversion support to complete the conversion of the City's Streetlights to LEDs, pending legal review. An expenditure not to exceed $200,000 was approved in the FY24 CIP budget and the Treasurer is authorized to make the budget amendments necessary to facilitate this expenditure.

Sponsors: City Administrator

Department: Public Works

Attachments: Tanko Lighting Utility Negotiations and LED Conversion Proposal - Hyattsville, MD - 3.11.24

12. Council Dialogue (8:45 p.m. - 8:55 p.m.)

13. Motion to Adjourn

City of Hyattsville

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Agenda Item Report

File #: HCC-232-FY24 | 3/18/2024 | 4.a.

Submitted by: Nate Groenendyk
Submitting Department: City Clerk
Agenda Section: Approval of the Minutes

Item Title:
Approval of the Minutes

Suggested Action:
I move that the Mayor and Council approve the minutes of the Council meeting of February 20, 2024 and the Council Budget Work Session of February 26, 2024.

Summary Background:
Action summaries for Council Meetings are posted to the City website within 48 hours of the meeting. Please see attached minutes.

Next Steps:
Upon approval, approved minutes will be posted on the City's website.

Fiscal Impact:
N/A

City Administrator Comments:
Recommend approval.

Community Engagement:
N/A

Strategic Goals:
Goal 1 - Ensure Transparent and Accessible Governance

Legal Review Required?
N/A

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1. Call to Order and Council Roll Call

The meeting was called to order at 7:04 p.m.

Also present:
City Administrator-Tracey Douglas
Acting Director of Community and Economic Development-Debi Sandlin
Director of Public Works-Lesley Riddle
Director of Community Services-Sandra Shepherd
Director of Human Resources-Jay Joyner
City Clerk-Laura Reams
ARPA Funds Manager-Patrick Paschall
Deputy Director of Public Works-Hal Metzler
Deputy Director of Public Works-Priyanka Joshi

Present:	Mayor Robert Croslin
	Council President Joseph Solomon
	Council Vice-President Joanne Waszczak
	Councilmember Sam Denes
	Councilmember Danny Schaible
	Councilmember Emily Strab
	Councilmember Kareem Redmond
	Councilmember Michelle Lee
	Councilmember Edouard Haba
	Councilmember Rommel Sandino
Absent:	Councilmember Jimmy McClellan

2. Pledge of Allegiance to the Flag

3. Approval of Agenda

A motion was made by Council President Solomon, seconded by Councilmember Denes, that the Agenda be Approved. The motion carried by the following vote:

Aye: Croslin, Solomon, Waszczak, Denes, Schaible, Strab, Lee, Haba, and Sandino

Absent: McClellan, and Redmond

4. Approval of the Minutes

4.a. Approval of the Minutes **HCC-208-FY24**

I move that the Mayor and Council approve the minutes of the Council meeting of February 5, 2024.

Sponsors: City Administrator

Attachments: Minutes_Feb 5 2024

A motion was made by Council President Solomon, seconded by Councilmember Schaible, that this agenda item be Approved. The motion carried by the following vote:

Aye: Croslin, Solomon, Waszczak, Denes, Schaible, Strab, Lee, Haba, and Sandino

Absent: McClellan, and Redmond

Moment of Silence

The Mayor and Council held a moment of silence in honor of the passing of resident William (Bill) O'Grady.

5. Public Comment (7:10 p.m. – 7:20 p.m.) Complete Speaker Card, Limit 2 minutes per speaker

Patrick Cavanaugh submitted a written comment regarding the type of LEDs that will be used in street lamps.

6. City Administrator Update (7:20 p.m - 7:40 p.m.)

City Administrator Douglas gave an update on City-related news and events.

Council asked for a detailed update of ARPA spending prior to the budget work session, signage for the newly implemented safety sticks, and for more information regarding the vandalism grant program. Acting Director of Community and Economic Development Debi Sandlin provided details on the program including communication, fund allocation, business eligibility, and required documentation.

7. Presentations (7:40 p.m. - 8:20 p.m.)

7.a. Presentation on Streetlight Feasibility Study **HCC-199-FY24**

Presentation

Sponsors: City Administrator

Attachments: Hyattsville, MD Council Presentation 2.12.24

Deputy Director of DPW Hal Metzler introduced a presentation from Tanko on possible municipal ownership of street lights.

Neil Tolley, Energy Advisor and Jason Tanko from TankoLighting presented a feasibility study of options for the City related to street lighting with a recommendation to enter into a contract with Tanko for reduced expenses related to street lighting.

Council asked for and received feedback regarding the cost estimates, the ownership and management of street lighting, the color and brightness of the lighting, and the time to recoup the City's investment.

Director of Public Works Lesley Riddle stated that the City would do its due diligence to seek out additional quotes before determining the best path forward.

7.b. ParkMobile Presentation **HCC-201-FY24**

For presentation.

Sponsors: City Administrator

Attachments: Hyattsville Town Council Presentation

Dillon Coats from ParkMobile provided an overview of the services provided by ParkMobile and how the system can be integrated into the City's existing parking system with Passport Parking.

Council asked for and received addition information regarding the fee structure, map displays of available parking, signage, the administrative functions, other municipalities that use both systems, the cost to the City, and ParkMobile's fraud protection.

8. Consent Items (8:20 p.m. - 8:25 p.m.)

Items listed on the Consent Agenda are considered routine in nature, and are approved in one motion. There will be no separate discussion of these items unless the Mayor/Council request specific items be removed from the Consent agenda for separate action.
A motion was made by Council President Solomon, seconded by Councilmember Strab, to approve the Consent Agenda. The motion carried by the following vote:

Aye: Croslin, Solomon, Waszczak, Denes, Schaible, Strab, Redmond, Lee, Haba, and Sandino

Absent: McClellan

8.a. Disbursement of FY24 Education Enrichment Grant Funds **HCC-198-FY24**

I move that the Mayor and Council authorize the expenditure of $8,133.00 to support the grant proposals recommended from the Education Advisory Committee and listed in the attached memo for dissemination of the FY24 Education Enrichment Grants.

Sponsors: City Administrator

Attachments: FY24 Education Enrichment Grants
FY24 Education Enrichment Grant Applications

8.b. Disbursement of FY24 Thrive Grant Awards **HCC-200-FY24**

I move that the Mayor and Council authorize the expenditure of $8,992 to support the grant proposals recommended from the Health, Wellness and Recreation Advisory Committee and listed in the attached memo for dissemination of the FY24 Thrive Grants.

Sponsors: City Administrator

Attachments: FY24 Thrive Grant Memo to Council
FY24 Thrive Grant Recommendations
FY24 Thrive Grant applications redacted

8.c. Hyattsville Flag Redesign Committee **HCC-202-FY24**

I move that the Mayor and Council establish the ad-hoc Hyattsville Flag Redesign Committee to solicit designs from the community and provide recommendations for a new City of Hyattsville flag.

Sponsors: McClellan, Denes and Redmond

Attachments: Flag Committee Worksheet
Hyattsville Flag Redesign Presentation

8.d. Driskell Park Stormwater Flooding Investigation **HCC-205-FY24**

I move the Mayor and Council authorize an expenditure to SMC in an amount not to exceed $21,000 to investigate the source of stormwater flooding at Driskell Park and develop a remediation plan. This task is being facilitated under their existing on-call contract with the City. The Treasurer is authorized to make the necessary budget amendments required to encumber this expenditure.

Sponsors: Douglas

Attachments: ES-23-829 SMC TO30 Proposal

8.e. HVAC Unit Replacement for 4633 Arundel Place **HCC-206-FY24**

I move the Mayor and Council authorize the City Administrator enter into an agreement with C.L. Hibbard Plumbing, Heating, and A/C, Inc. for the replacement of the HVAC system at 4633 Arundel Place in an amount not to exceed $24,000, pending legal review. This project was funded in the adopted FY24 CIP budget and the Treasurer is authorized to make the necessary budget amendments required to encumber this expenditure.

Sponsors: City Administrator

Attachments: 240123 - 4633 arundel pl - CL Hibbard plumbing heating and ac proposal

9. Action Items (8:25 p.m. - 8:45 p.m.)

9.a. Circulator Study 2024 Update - ARPA **HCC-193-FY24**

I move the Mayor and Council authorize an expenditure not to exceed $30,000 to Pennoni for an update of the 2018 Hyattsville Transit Circulator Feasibility Study under their existing contract with the City. This project will be ARPA Funded as previously authorized by the Council. The Treasurer is authorized to the make the budget amendments necessary to encumber this expenditure.

Sponsors: City Administrator

Attachments: EV Bus Feasibility Proposal-Hyattsville-082123
Transit_Circulator_Study_Updated_Final

Deputy Director of DPW Hal Metzler summarized the recommendation to select Pennoni as the contractor to provide an update to the 2018 Transit Circulator Feasibility Study.

Councilmember Denes asked about the scope of the study that related to the purchase of property. Deputy Metzler stated that they have been working with Pennoni to find options for property to park and/or charge a bus.

Councilmember Redmond asked how long the City would have to act upon the recommendations from the study. Deputy Metzler estimated that the study would be valid for a few years, and noted that the previous study needed updating due to the fact it was completed prior to COVID.

Council Vice-President Waszczak stated the fiscal issues that the transit industry is facing and asked if this was the correct timing for this study due to the current environment. Deputy Metzler stated that the timing is driven by the ARPA timeline restriction to expend funds before the end of the calendar year. Ms. Waszczak asked why Pennoni was chosen when Toole Design has more experience with public transportation, and who on the Pennoni staff is an expert in that field. Deputy Metzler responded that Pennoni provided a better value due to it's ability to look at alternative funding sources. Council Vice-President Waszczak reiterated that she believes that Toole Design would be a better choice given its area of expertise and is not in favor of the timing or the selection of Pennoni.

Councilmember Haba provided background on the request to refresh the study and the importance for the residents to provide this type of service. He expressed his support for the timing of the study and for the implementation of a circulator in the City.

A motion was made by Council President Solomon, seconded by Councilmember Lee, that this agenda item be Approved. The motion carried by the following vote:

Aye: Solomon, Schaible, Redmond, Lee, Haba, and Sandino

Nay: Croslin, Waszczak, Denes, and Strab

Absent: McClellan

10. Council Dialogue (8:45 p.m. - 8:55 p.m.)

The open session of the meeting ended at 9:14 p.m.

11. Motion to Close (Note: Council will not return to open session)

11.a Motion to Close HCC-210-FY24

I move the Mayor and Council close the Council Meeting of February 20, 2024, in order to consult with the City Administrator and staff to discuss negotiations related to the acquisition of real property.

This session will be closed under the authority of the Annotated Code of Maryland State Government General Provisions Article Section 3-305 (b) (3) to consider the acquisition of real property for a public purpose and matters directly related thereto".

Sponsors: City Administrator

Pursuant to the requirement of the Annotated Code of Maryland State Government Article 3-104(1)(2); this statement is included in these minutes:
A closed session of the Council of the City of Hyattsville was held virtually at 9:18 p.m. on February 20, 2024.

In addition to the City Council, the following staff members were present:
-Tracey Douglas, City Administrator
-Ron Brooks, City Treasurer
-Laura Reams, City Clerk
-Debi Sandlin, Acting Director of Community and Economic Development
-Lesley Riddle, Director of Public Works
-Hal Metzler, Deputy Director of Public Works
-Jeff Ulysse, City Planner
-Patrick Paschall, ARPA Funds Manager (Left Meeting at 9:47 p.m.)

The authority under which the session was closed was the Annotated Code of Maryland State Government General Provisions Article Section 3-305 (b)(4) to consider the acquisition of real property for a public purpose and matters directly related thereto.

Topics discussed: The Council discussed a proposal made to the City to acquire property within the City limits.

Action Taken: none taken.
The closed session adjourned at 10:13 p.m. on a motion made by Council President Solomon and seconded by Councilmember Haba.

The Council did not return to open session.

A motion was made by Councilmember Haba, seconded by Councilmember Strab, that the Council move to Closed Session. The motion carried by the following vote:

Aye: Croslin, Solomon, Waszczak, Denes, Schaible, Strab, Redmond, Lee, Haba, and Sandino

Absent: McClellan

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Meeting Minutes

Monday, February 26, 2024

7:00 PM

In Person Multipurpose Room-FY25 Work Session

4310 Gallatin Street

City Council

Robert S. Croslin, Mayor
Joseph Solomon, Council President, Ward 5
Joanne Waszczak, Council Vice President, Ward 1
Sam Denes, Ward 1
Danny Schaible, Ward 2
Emily Strab, Ward 2
Jimmy McClellan, Ward 3
Kareem Redmond, Ward 3
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Meeting Notice:
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1. Call to Order and Council Roll Call

The meeting was called to order at 7:03 p.m.

Also Present:
City Administrator-Tracey Douglas
Acting Director of Community and Economic Development-Debi Sandlin
City Treasurer-Ron Brooks
Chief of Police-Jarod Towers
Director of Public Works-Lesley Riddle
Director of Community Services-Sandra Shepherd
Director of Human Resources-Jay Joyner
City Clerk-Laura Reams
Deputy City Clerk-Nate Groenendyk
Deputy Director of Public Works-Priyanka Joshi
Deputy Director of Public Works-Hal Metzler
Deputy Director of Community Services-Cheri Everhart
Emergency Services Coordinator-Reggie Bagley
ARPA Funds Manager-Patrick Paschall
Deputy Chief of Police-Laura Lanham
Race and Equity Officer-Shakira Louimarre
Communications Manager-Cindy Zork
Human Resources Generalist-Janel Beckett
Housing Manager-David Cristeal

Present: Mayor Robert Croslin
Council President Joseph Solomon
Council Vice-President Joanne Waszczak
Councilmember Sam Denes
Councilmember Danny Schaible
Councilmember Emily Strab
Councilmember Kareem Redmond
Councilmember Michelle Lee
Councilmember Rommel Sandino

Absent: Councilmember Jimmy McClellan
Councilmember Edouard Haba

2. Pledge of Allegiance to the Flag

3. Approval of Agenda

A motion was made by Council President Solomon, seconded by Councilmember Sandino, that the Agenda be Approved. The motion carried by the following vote:

Aye: Croslin, Solomon, Waszczak, Denes, Schaible, Strab, Redmond, Lee, and Sandino

Absent: McClellan, and Haba

4. Public Comment (7:10 p.m. – 7:20 p.m.) Complete Speaker Card, Limit 2 minutes per speaker

No public comment.

5. Presentations (7:20 p.m. - 9:30 p.m.)

FY25 Budget Process Overview **HCC-212-FY24**

City Administrator Tracey Douglas and City Treasurer Ron Brooks will open the FY25 Budget discussions with an overview of the process. Next steps for the FY25 budget will be reviewed at the end of the meeting.

Sponsors: City Administrator

Attachments: Budget Worksession 2025 - FINAL

City Administrator Tracey Douglas and City Treasurer Ron Brooks gave an overview of the City's FY25 budget process and priorities.

Mayor Croslin asked what would happen if the City did not receive anticipated revenues and if that would result in the City pulling from the carry forward balance.

Treasurer Brooks provided information on the operation of the City’s carry forward balance and the City's current situation regarding estimated revenues. He added that the reserve balances can be used to offset losses in revenue or expenditures that exceed the anticipated budget.

Council President Solomon clarified that adding items to the approved budget would require eight votes.

City Administrator Douglas stated that Council's Executive Committee would be consulted in the process.

Treasurer Brooks noted the legal procedures for the appropriation of funding.

City Administrator Douglas noted that there are unknowns for the upcoming budget including the cost-of-living increase for employees, the possible hiring of a lobbyist or grant writer, the Hyattsville BID, the Time to Care Act, and the rent stabilization program. She added that the City has existing action ready plans and strategic plans in process including the Sustainability Plan, Affordable Housing Plan, Business Retention and Expansion Plan, Pedestrian Safety Plan.

Councilmember Redmond asked how the City can know the full cost of running the City when some positions are left vacant and the City is never fully staffed.

City Administrator Douglas discussed the natural hire lag that occurs when a position is vacated, and the difficulty in filling some positions. She added that sometimes the delay in hiring is intentional, and the true cost of running the City is what is budgeted for.

Departmental Presentations **HCC-214-FY24**

During this portion of the meeting, Councilmembers will meet individually or in small groups with City departments. City departments will provide a high level overview of departmental mission & functions, year-to-date Fiscal Year 2024 expenditures, and proposed programs and projects planned for Fiscal Year 2025.

Sponsors: City Administrator

The Mayor and Council rotated through departmental tables, spending ten minutes at each table.

6. Council Dialogue (9:30 p.m. - 9:40 p.m.)

7. Motion to Adjourn

The meeting adjourned at 9:15 p.m.

A motion was made by Council President Solomon, seconded by Council Vice-President Waszczak, that the meeting be adjourned. The motion carried by the following vote:

Aye: Croslin, Solomon, Waszczak, Denes, Schaible, Strab, Redmond, Lee, and Sandino

Absent: McClellan, and Haba

City of Hyattsville

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Agenda Item Report

File #: HCC-230-FY24 | 3/18/2024 | 7.a.

Submitted by: Debi Sandlin
Submitting Department: Community & Economic Development
Agenda Section: Presentation

Item Title:
Vandalism Program Update-ARPA

Suggested Action:
For presentation only.

Summary Background:
The Vandalism/Security Measures Grant Programs are intended to provide economic relief to small businesses and 501 (3)(c) organizations in Hyattsville who have been negatively impacted by vandalism. The fund is paid through the American Rescue Plan Act (ARPA) and includes $30,000 to help small businesses and 501 (3) (c) organizations after a vandalism incident or to add security measures. The grant programs are reimbursable.

Next Steps:
Presentation only.

Fiscal Impact:
$30,000 of ARPA Funds

City Administrator Comments:
For presentation.

Community Engagement:
City Communications will be sent out to businesses to notify them of the grant opportunity.

Strategic Goals:
Goal 3 - Promote a Safe and Vibrant Community

Legal Review Required?
N/A

City of Hyattsville

Vandalism Recovery and Prevention Grant Program

Agenda

Part 1: Purpose of the Program

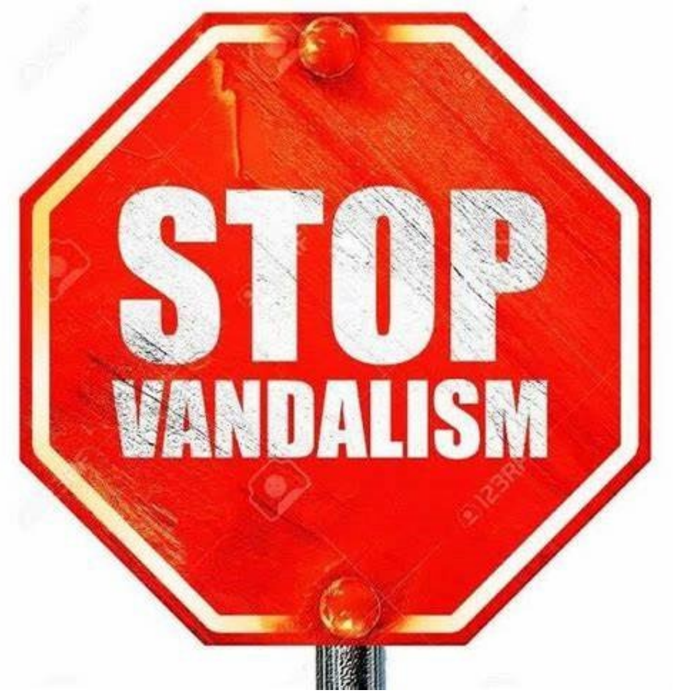
Part 2: Guidelines

Part 3: Vandalism Recovery Grant

Part 4: Vandalism Prevention Grant

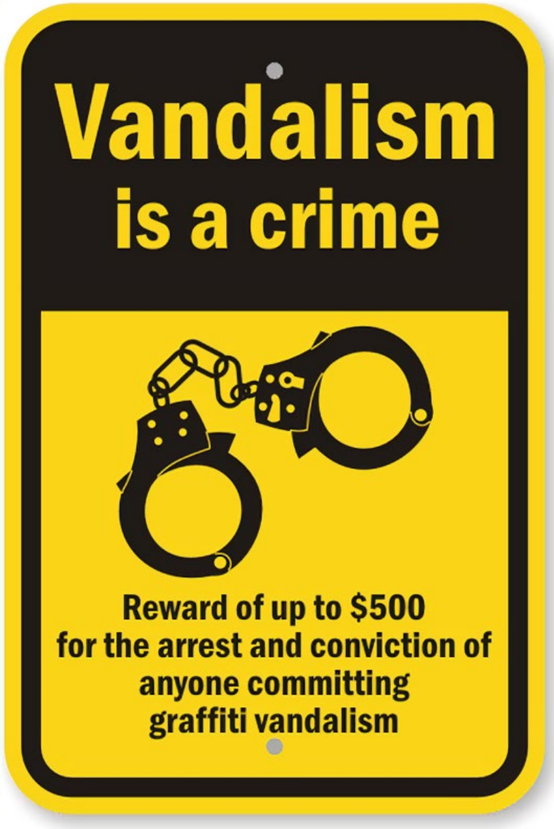
PURPOSE OF THE GRANT PROGRAM

- Provide economic relief to small businesses and 501(c)(3) nonprofits negatively impacted by vandalism.
- Encourage small businesses and organizations to install security measures or enhance already existing security measures to help deter crime.
- Applications are open between April 1 and June 30, 2024, or until funds are exhausted.



GRANT GUIDELINES

- $30,000 total available - $15,000 for each grant program
- Applicants are eligible to apply for up to $2,000 per grant program
- Both grants are reimbursement grants
- Funds can be reimbursed for a vandalism incident or security measure installed between July 1, 2023, and June 30, 2024
- Applications will only be available online
- Businesses or 501(c)(3) nonprofits with fewer than 50 employees and no more than $5 million in annual revenue are eligible to apply
- A signed Affidavit or Police Report confirming a vandalism incident occurred is required
- Must be in good standing with the Maryland Department of Assessments and Taxation

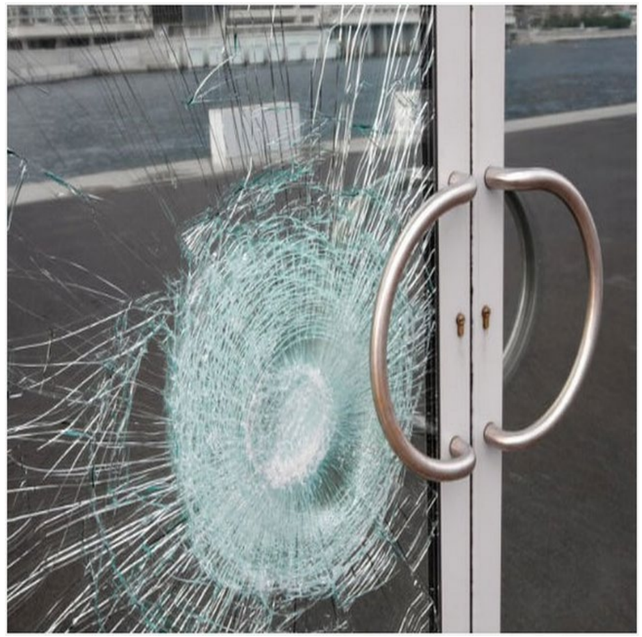


VANDALISM RECOVERY GRANT PROGRAM

Funding for the Vandalism Recovery Grant can be used for:

- Reimbursement of commercial property damage repairs that are a result of a vandalism incident

- Eligible damage to physical space is:
  - Broken windows or etching on windows
  - Broken or damaged doors
  - Broken or damaged locks
  - Broken or damaged signs
  - Broken or damaged fences or gates
  - Broken or damaged shelves inside the property
  - Broken or damaged fixtures inside the property
  - Broken or damaged display cases
  - Graffiti removal



Damage Not Covered

- Damage caused by accidents
- Damage caused by natural disasters
- Expenses associated with theft or damaged inventory, supplies, equipment, and personal belongings

VANDALISM PREVENTION GRANT PROGRAM

Funding for the Vandalism Prevention Grant can be used for the purchase and installation of:

- Security Cameras
- Recording equipment
- Shatterproof glass & protective films
- Lock enhancements
- Exterior lighting enhancements
- Alarm & Monitoring systems
- Anti-graffiti film, paints or coatings

Expenses not Covered:

- Expenses associated with internal labor costs
- Cosmetic property enhancements
- In-store equipment/furniture
- Items for non-business locations (i.e., residential/outside eligible areas)

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Agenda Item Report

File #: HCC-236-FY24 | 3/18/2024 | 8.a.

Submitted by: Joseph Solomon
Submitting Department: Legislative
Agenda Section: Proclamation

Item Title:
Proclamation Welcoming the Morehouse College Glee Club

Suggested Action:
I move that the Mayor and Council adopt a proclamation welcoming the Morehouse College Glee Club to the Bowie Center for Performing Arts for their March 21, 2024 concert.

Summary Background:
The Morehouse College Glee Club is a world-recognized group that is currently touring cities throughout the country. The group will be performing on March 21, 2024 at the nearby Bowie Center for the Performing Arts. Morehouse College has many notable alumni, including current Hyattsville City Council President Joseph. A. Solomon.

Next Steps:
Adopt the proclamation.

Fiscal Impact:
N/A

City Administrator Comments:
Recommend adoption.

Community Engagement:
N/A

Strategic Goals:
Goal 5 - Strengthen the City's Identity as a Diverse, Creative, and Welcoming Community

Legal Review Required?
N/A

CITY OF
HYATTSVILLE

PROCLAMATION

WELCOMING THE MOREHOUSE COLLEGE GLEE CLUB

WHEREAS, the Morehouse College Glee Club, founded in 1911, is the official choral group of Morehouse College an HBCU (Historically Black College and/or University) located in Atlanta, Georgia; and

WHEREAS, Morehouse College has been a prolific Black men's liberal arts college in this country since 1867; showcasing its leadership in the education community by emphasizing the intellectual and character development of its students; and

WHEREAS, for more than 100 years, the Morehouse College Glee Club has built a reputation for high standards and achievement; notably performing on the national and international stages including at Martin Luther King Jr.'s funeral, the 1996 Summer Olympics, with the Atlanta Symphony Orchestra, and tours throughout Africa, Europe, and the Caribbean; and

WHEREAS, Morehouse College Glee Club alumni include preeminent African-American musical artists Willis Laurence James, James Stovall, Byron Cage, and Anthony Preston; and

WHEREAS, the voices of Glee Club alumni can be heard on the soundtracks of feature films, School Daze, and Miracle at St. Anna; and

WHEREAS, the Morehouse College brotherhood extends across generations, throughout the nation, and into every industry and area of life, including in the realm of arts and culture through the contributions of the Morehouse Glee Club.

NOW, THEREFORE BE IT RESOLVED, that the Mayor and Council hereby welcome the esteemed Morehouse College Glee Club to Prince George's County for its concert on March 21, 2024.

Robert Croslin
Mayor, City of Hyattsville

March 18, 2024

A WORLD WITHIN WALKING DISTANCE
CITY OF HYATTSVILLE

City of Hyattsville

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Agenda Item Report

File #: HCC-231-FY24 | 3/18/2024 | 9.a.

Submitted by: Nate Groenendyk
Submitting Department: City Clerk
Agenda Section: Appointment

Item Title:
Appointment to the Race and Equity Task Force

Suggested Action:
I move that the Mayor and Council approve the appointments of Nykia Clemonts (Ward 3), Ana Valdez Curiel (Ward 5), and Idra Akan (Not a City Resident) to the Race and Equity Task Force for a term of two (2) years to expire on March 31, 2026.

Summary Background:
See attached applications.

Next Steps:
The staff liaison will reach out about the next scheduled meeting.

Fiscal Impact:
N/A

City Administrator Comments:
Recommend support.

Community Engagement:
Committee meetings are open to the public and all are encouraged to attend. Agendas are posted on the City's website.

Strategic Goals:
Goal 1 - Ensure Transparent and Accessible Governance

Legal Review Required?
N/A

Board, Committee, and Commission Application

Profile

Nykia
First Name

Clemonts
Last Name

Preferred Pronouns

☑ She, her, hers

[redacted]
Email Address

Committee Stipend Program - *Members Receive a Stipend of $40 per Meeting Attended*

Upon appointment to a committee, you are automatically enrolled into the stipend program but in order to receive your payment you must complete and submit a W-9 form. The W-9 form will be emailed to committee members upon confirmation of your appointment.

Please enter your address below.

Many, but not all, of our committees require residency within the incorporated City limits of Hyattsville. To check your residency status, please visit the map: City Residency Map

Committees that accept applications from individuals residing outside of the incorporated City limits are listed below:

- Education Advisory Committee (at least 50% + 1 of sitting committee members must be residents of the City)
- Educational Facilities Task Force (up to one non-City resident appointment)
- Race and Equity Task Force (up to one-non City resident appointment)

[redacted]
Street Address

[redacted]
Suite or Apt

[redacted]
City

[redacted]
State

[redacted]
Postal Code

Which Boards would you like to apply for?

Race and Equity Task Force: For Review

Do you currently serve on this committee and are applying for re-appointment?

○ Yes ◉ No

If you selected more than one Board/Committee of interest, please indicate your first choice below.

Planning committee

To find your City Ward, click on this link! City Residency Map

Please select your ward from the drop down list below. *

☑ Ward 3

[redacted]

Primary Phone

Referred By:

Please provide a brief background statement including why you want to serve on the committee/s for which you are applying. This statement may be posted on the City's website.

I am a proud resident of Hyattsville. I love seeing the growth that is taking place but sometimes I feel it is not beneficial to us all. I want to make sure new development does us all well.

Board, Committee, and Commission Application

Profile

Ana
First Name

Valdez Curiel
Last Name

Preferred Pronouns

☑ She, her, hers

[redacted]
Email Address

Committee Stipend Program - *Members Receive a Stipend of $40 per Meeting Attended*

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- Race and Equity Task Force (up to one-non City resident appointment)

[redacted]
Street Address

[redacted]
Suite or Apt

[redacted]
City

[redacted]
State

[redacted]
Postal Code

Which Boards would you like to apply for?

Race and Equity Task Force: For Review

Do you currently serve on this committee and are applying for re-appointment?

○ Yes ◉ No

If you selected more than one Board/Committee of interest, please indicate your first choice below.

Race and Equity Task Force Education Advisory Committee

To find your City Ward, click on this link! City Residency Map

Please select your ward from the drop down list below. *

☑ Ward 5

[redacted]

Primary Phone

Referred By:

N/A

Please provide a brief background statement including why you want to serve on the committee/s for which you are applying. This statement may be posted on the City's website.

I want to serve on the Race and Equity Task Force because I am interested in working towards creating more intentional, trauma informed and culturally sensitive programs, events and resources for our various immigrant communities here in the city. I see an opportunity to help create more spaces where immigrant communities are reflected in key decision making and processes.

Board, Committee, and Commission Application

Profile

Idara
First Name

Akpan
Last Name

Preferred Pronouns

☑ She, her, hers

[redacted]
Email Address

Committee Stipend Program - *Members Receive a Stipend of $40 per Meeting Attended*

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- Race and Equity Task Force (up to one-non City resident appointment)

[redacted]
Street Address

[redacted]
Suite or Apt

[redacted]
City

[redacted]
State

[redacted]
Postal Code

Which Boards would you like to apply for?

Race and Equity Task Force: For Review

Do you currently serve on this committee and are applying for re-appointment?

○ Yes ◉ No

If you selected more than one Board/Committee of interest, please indicate your first choice below.

Education Advisory Committee

To find your City Ward, click on this link! City Residency Map

Please select your ward from the drop down list below. *

☑ Not a City Resident

[redacted]

Primary Phone

Referred By:

no one

Please provide a brief background statement including why you want to serve on the committee/s for which you are applying. This statement may be posted on the City's website.

I am interested in joining the Education Advisory Committee because prior to the zone redistricting I have been a lifelong resident of Hyattsville and I want to use my knowledge and skill set to give back to the very community that raised me. I attended Northwestern High School, Hyattsville Middle School, and Ridgecrest Elementary School. I pursed a bachelors and masters degree in Special Education at the University of Maryland College Park. My purpose in life is to advocate for children most importantly those with disabilities. Currently I work as a board certified behavior analyst for a neighboring county school district. I support students who may be having challenging behaviors in school. My personal and career successes are a byproduct of the opportunities given to me through the city of Hyattsville. From my amazing teachers in public school to free resources through the library, I am so grateful to have a community that prioritizes the wellbeing of its residents especially the youth. Based on my background and expertise, I believe that I can be a valuable member of this committee. Thank you for your time.

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Agenda Item Report

File #: HCC-237-FY24 | 3/18/2024 | 10.a.

Submitted by: Priyanka Joshi
Submitting Department: Public Works
Agenda Section: Consent

Item Title:
Community Garden Shed Purchase

Suggested Action:
I move that the Mayor and Council authorize an expenditure of up to $10,000 for the acquisition and installation of two new storage sheds from Creative Outdoor Sheds LLC.

Summary Background:
The Department of Public Works will oversee the placement of these sheds. One shed will be specifically designated for Heurich, while the other will be allocated to Hyatt Community Garden. These sheds will function as essential storage spaces for the respective gardens to securely store their tools, effectively preventing them from being stolen or damaged. Per the City's procurement policy, the department obtained three quotes and the quote from Creative Outdoor Sheds LLC was determined to be the best value for the purchase and installation of the sheds.

Next Steps:
Issue purchase order and schedule inatallation

Fiscal Impact:
NTE $10,000

City Administrator Comments:
Recommend Support

Community Engagement:
N/A

Strategic Goals:
Goal 4 - Foster Excellence in all City Operations

Legal Review Required?
N/A

CREATIVE OUTDOOR SHEDS LLC

727A Maryland Route 3 South
Gambrills MD 21054
(410) 923-6003

Quote

NAME	Anthony Cameron
ADDRESS	4637 Arundel Place
	Hyattsville, Md. 20781
PHONE#	
CELL#	240-935-2293
EMAIL	acameron@hyattsville.org

DATE	02/02/24
THROUGH	3/2/2024

Description	Amount
2 - 10x16 Vinyl Sided Cottage @ $5,672/each	$11,344.00
Includes:	
4x4 PT Base	Included
2x4 16" OC Floor Joists	Included
5/8" Plywood Floor	Included
76 1/2"h Plywood Walls 2x4 16" OC Framing	Included
Plywood Roof or OSB w/ Techshield Radiant Barrier Roof (5/12 pitch)	Included
2x4 Rafters 16" OC	Included
Tar Paper Under Shingles	Free
40 Year Architectural Shingles	Included
2 - Gable Vents	Free
2 - 18" x 36" Window w/ Shutters	Included
6'w Fiberglass Double Door	Included
6'w PT Ramp and Diamond Treadplate in Door Opening	Free
Delivery of Pre-assembled Shed	Free
10% Govt. Discount	-$1,134.40
Additional Discount	($210.60)
10 Year Structural Warranty	
Free Delivery within 30 Miles of Gambrills, MD	

SUBTOTAL	$9,999.00
TAX	Exempt
TOTAL	$9,999.00

16'

10'

Window Doors Window

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Agenda Item Report

File #: HCC-238-FY24 | 3/18/2024 | 10.b

Submitted by: Priyanka Joshi
Submitting Department: Public Works
Agenda Section: Consent

Item Title:
Throne Public Bathrooms - Contract Extension

Suggested Action:
I move that the Mayor and Council approve the renewal of Throne Labs rental services for five public restrooms for 1-year under their existing contract with the City. This expenditure, not to exceed $230,000, will be funded using American Rescue Plan Act (ARPA) funds as part of the Public Restrooms and Shower Facility project pre-approved by the Council during the April 17th, 2023 meeting. The Treasurer is authorized to make the necessary adjustments to the budget to facilitate this expenditure

Summary Background:
In evaluating the feasibility of restroom facilities at 38th Ave Park, Driskell Park, Heurich Park, Hyatt and Spot Park, it became apparent that the cost of constructing permanent restrooms presents a significant financial burden. The City will continue to explore cost effective permanent options, however, the need for accessible restroom facilities at these locations remains essential for public health and convenience.
The cost per site varies based on proximity to the nearest WSSC water and sewer lines and cost and time to construct.

Below, is the rationale outlined for choosing portable restrooms over permanent facilities at each park location.

- 38th Ave Park: The cost of permanent restroom construction is over $934,000 for sewer, water main, power supply, Portland Loo purchase, and site preparation. Opting for Throne Portable Restrooms is offering a cost-effective alternative that meets immediate needs without burdening the park's budget. Portable restrooms provide flexibility for relocation and adaptability to changing park usage patterns.

- Driskell Park: The cost of adding additional permanent restroom facilities ranges from $350,000 to $400,000, including infrastructure and purchase of a Portland Loo. Despite being less expensive than at 38th Ave Park, it will strain the park's budget. We will continue to seek more cost effective options.

- Heurich Park and Hyatt Park: Both require temporary restrooms until the Portland Loos that were purchased with CARES Act funding are installed in Q1 of FY25. Throne Portable Restrooms offer a viable interim solution that meets immediate restroom needs at a fraction of the cost of permanent construction.

Opting for Throne Portable Restrooms offers a cost-effective alternative that meets immediate needs without burdening the park's budget. Portable restrooms provide flexibility for relocation and adaptability to changing park usage patterns.

From August 2023 to February 2024, there were 10,948 total users of the Throne. Please refer to the attached document for a detailed analysis of Throne usage.

Next Steps:
Issue purchase order and deploy 1 additional restroom.

Fiscal Impact:
NTE $230,000

City Administrator Comments:
Recommend Support. The staff will continue to explore lower cost options with closer access to water and sewer lines.

Community Engagement:
N/A

Strategic Goals:
Goal 3 - Promote a Safe and Vibrant Community

Legal Review Required?
N/A

throne

Lovable public bathrooms

Proposal for City of Hyattsville

Proposal Date:	2/20/24	**Proposal Expires:**	3/20/24
Service Start Date:	Continuation of Service	**Service End Date:**	12/31/24

Location(s): 5 locations at Hyattsville Parks

For: Hyattsville City Council

Contacts: Hal Metzler & Priyanka Joshi
hmetzler@hyattsville.org
pjoshi@hyattsville.org
240-832-6959

Throne Labs Contact: Jessica Heinzelman
jess@thronelabs.co
415-533-4630

About Throne Labs

We are an innovative company that has developed a smart public restroom and a turnkey service model that 1) offers fast and flexible placement, 2) enables efficient data-informed operations, 3) reduces issues with tech-enabled user accountability; 4) delights users with a clean and enjoyable public restroom experience, and 5) is committed to access & equity.

Fast & Flexible Placement

Throne's ADA bathroom provides the comfort and cleanliness of a really nice brick and mortar bathroom with the flexibility of a portable. The lovable Throne design delights users with porcelain fixtures, running water sink, flushing toilet, and touch-free experience, yet units are self-contained

and do not require any connection to water or sewer. The portable nature of Throne units eliminates capital costs, makes it fast and easy to deploy bathrooms, and allows customers to test different locations to optimize the network for maximum value to their residents, riders and visitors.

Figure 1: Throne Bathroom Exterior and Interior Views

Efficient Data-informed Operations

Throne uses data to run efficient operations and keep Thrones available and sparkling. Each Throne has 21 internet-connected sensors that provide data and alerts on fresh water levels, power/solar charge, usage volume, duration of use, and more. Additionally, Throne collects real time cleanliness ratings from users to prioritize and dispatch cleaning and maintenance services.

We enable this efficiency by offering Throne's all-inclusive turnkey service, which requires no additional staff time or cost beyond the monthly rental and service price. All cleaning, consumables (i.e. paper goods, soap, water), waste collection, disposal, and maintenance are included. Throne's Operations team monitors smart sensors, cleanliness ratings and provides user support.

Tech-enabled User Accountability

Every Throne use is tied to a unique User ID, whether the user enters via text message, app, or Throne Tap cards (for phoneless entry). The most common entry method is text message, but frequent users enjoy the Throne Bathroom Network App that helps them find and navigate to Thrones while also providing a real time cleanliness rating based on recent previous users.

When issues arise that indicate Throne's rules of use have been broken, Throne sends a warning to the User ID. If a User ID is repeatedly associated with uses during which rules are broken, Throne can restrict access for that User ID across the Throne network.

Clean & Delightful Experience

The Throne experience has been designed to delight users. Throne uses cleanliness rating data to schedule and dispatch on-demand cleans to keep each Throne sparkling. When significant cleanliness issues arise, Thrones can be shut down remotely to spare additional users from the

"gross-out" effect public restroom misuse can create. Additionally, Throne has designed the overall experience to feel nice with fun interior designs, uplifting audio, and an overall feel that makes people feel special and more likely to take care of the shared resource.

Committed to Equity & Access

Throne is committed to bathroom access and equity. Our ADA-compliant design exceeds Federal Standards and is certified to code. As we add features and functionality, we think about all users and how they will interact with the Throne experience, taking into consideration physical, digital, visual and audio interactions. We work with local partners to register would-be users who do not have reliable access to a phone with Throne Tap cards that support accountability while expanding access. Thrones in parks, business districts, and other family-oriented locations are equipped with baby changing stations, providing a clean and private spot to change a diaper. We are also a proud member of the Crohn's & Colitis Foundation's Open Restroom Movement which lists most public Thrones in the We Can't Wait App that provides a simple way to locate publicly accessible restrooms for those with increased need. Lastly, Throne has partnered with Egal to provide customers the option of providing free menstrual products. These are just some of the ways we take the stress out of going to the bathroom when people are away from home.

Customer Specifics

The Thrones in Hyattsville will be initially placed in the following locations:

- Driskell Park (current)
- Hyatt Park (current)
- Heurich Park (current)
- 38th Street Park (current + 1 unit)

Hyattsville Throne Service includes:

- Delivery and pick-up of Throne unit
- All Thrones will include a baby changing station
- ADA ramp
- Hours of Operation will be 7am-10pm EST
- Throne tap card distribution program
- Monthly data report on usage trends

Hyattsville may choose to add additional services including:

- Free menstrual products in Thrones
- Relocation/move of Throne units

Cost Proposal

Throne's monthly cost varies with use and service requirements and will be billed each month based on usage volume. Usage-based pricing allows Thrones to pass on savings at lower usage

locations and when usage is lower during colder seasons, while keeping a bathroom available for use when residents and visitors need it.

Based on historic use at Hyattsville Throne locations, we anticipate that the monthly cost of a Throne will be between $3,750 - $4,500/mo depending on the location and season (See *Appendix B: Hyattsville Estimated Costs* for full detail on estimate assumptions)

Since Hyattsville has been a great partner and is continuing service with Throne we are waiving the add-on for baby changing stations in all Thrones and including in the base rental price. We have included the option for Hyattsville to support menstrual equity and have Throne stock Thrones with menstrual products that are free to Throne users.

Item	*Number*	*Unit*	*Cost*
Five Thrones through Dec 31, 2024	53.5	Throne months	$204,350
Delivery & Pick-up	*included*		$0
Monthly Usage and Cleanliness Data	*included*		$0
Baby Changing Station	*waived for Hyattsville*		$0
Free menstrual products in all Thrones	53.5	months	$2,675
Total with menstrual products			*$207,025*
Total without menstrual products			**$204,350**

Appendix A: Throne Pricing Matrix

Standard Throne pricing consists of two components: 1) Fixed Infrastructure Fee and 2) Variable Monthly Usage-based Cost. The Fixed Infrastructure Fee covers the cost of the unit itself and an incremental contribution towards the operational infrastructure required to stand-up and manage the Throne network. The Variable Monthly Usage-based Cost is driven by average usage per day. There is no set-up fee or delivery fee unless optional add-ons are selected.

Fixed Infrastructure			
Item	*Number*	*Cost*	*Unit*
Fixed Infrastructure Fee	1	$3,000	month

Variable Monthly Usage-based				
*Ave Use /Day**	*Description*	*Location Types*	*Monthly Variable Cost*	*Unit*
<25	Intermittent use throughout the day or a mix of medium and low use days (often driven by weather)	Passive parks, outdoor venues, *locations affected by weather.* Small to medium sized transit hubs with operator-only usage.	$750	month
<50			$1500	month
<75	Steady use throughout the day with one or two "peak" periods (often driven by commute hours or high weekend use)	Busy parks used for exercise/recreation, business districts without bathroom alternatives, high volume transit stops with public access, *locations not as affected by weather.*	$2250	month
<100			$3000	month
<125	Lines for much of the day, every day	Super busy downtowns or tourist sites with event-level traffic nearly every day	$3,750	month
125+	Near constant use every day	Highest traffic locations with a lack of other bathroom options in close vicinity	$4,500	month

*The average use/day is calculated over the month-long billing period. While single day use can get higher usage tiers, few units exceed *an average* of the high use tiers over a month-long period.

Optional Add-ons			
Item	*Number*	*Cost*	*Unit*
Optional Baby Changing Station	1	$50	month
Free Menstrual Products (Pads on a Roll)	1	$50	month
Custom Exterior Wrap Design	1	$100	hour
Custom Exterior Wrap Print & Install	1	$5,100	1x per Throne
On-site Throne Relocation *(can be moved with forklift only)*	1	$400	Throne move
Off-site Throne Relocation *(must be loaded on vehicle for transport)*	1	$700	Throne move

Appendix B: Hyattsville Estimated Cost

The below is an estimate of cost for Hyattsville based on previous Throne usage at the selected locations.

Service Month	# Thrones	Description	Estimated Monthly Cost*
February	4	4 Thrones at Tier 1 use levels.	$14,800
March	4.5	4 Thrones for full months, 1 Throne prorated for 1/2 of March. All Tier 1 use levels.	$16,650
April	5	5 Thrones at Tier 1 use levels.	$18,500
May	5	3 Thrones at Tier 1 use, 2 at Tier 2 use levels.	$20,100
June	5	3 Thrones at Tier 1 use, 2 at Tier 2 use levels.	$20,100
July	5	3 Thrones at Tier 1 use, 2 at Tier 2 use levels.	$20,100
August	5	3 Thrones at Tier 1 use, 2 at Tier 2 use levels.	$20,100
September	5	5 Thrones at Tier 1 use levels.	$18,500
October	5	5 Thrones at Tier 1 use levels.	$18,500
November	5	5 Thrones at Tier 1 use levels.	$18,500
December	5	5 Thrones at Tier 1 use levels.	$18,500
ESTIMATED TOTAL			**$204,350**

Appendix C: Service Expectations

Service	Commitment
Delivery & Pick-up	3 hour window from agreed time
Pumping Frequency	As needed up to 1x a day
Cleaning Frequency (if initiated by Throne Labs)	Approx every 30-50 uses or as rating requires
Cleaning Request Response Time (if initiated by customer)	Within 4 hours of reasonable Customer request**
Maintenance Response Time	Under 12 hours**
Throne Replacement if required	Within 48 hours
Usage trend data	Provided monthly

* Reduced cleaning response times for events may be achieved by adding a dedicated cleaner for an additional charge
** Hour count pauses between 10pm and 7am unless otherwise negotiated

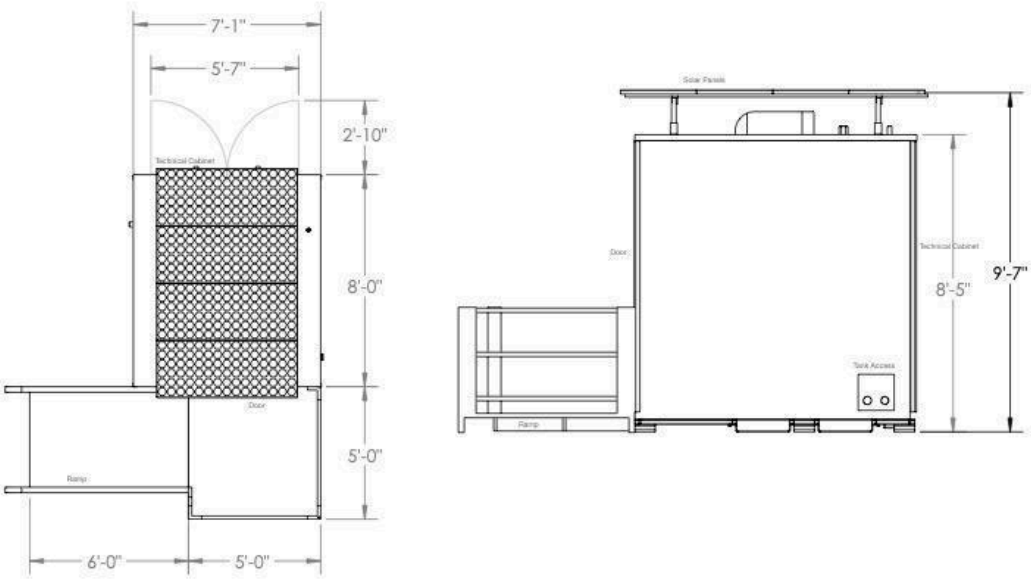
Throne Labs shall use reasonable efforts to provide Customer with services materially as described above based on the Customer's rental type. Throne Labs may change these Service Expectations from time to time in its sole discretion. Throne Labs shall post all changes on Throne Labs' website. Such changes will become effective 14 days after they are posted. By continuing to use this service after the effective date of a change, you agree to be bound by the modified terms. Customer acknowledges that uncontrollable circumstances (such as traffic, weather conditions, etc.) may affect Throne Labs' ability to meet expectations, that Throne Labs shall not be liable for such delays, and that such delays shall not affect Customer's payment obligations hereunder.

For customer support or to report an issue with your Throne during regular support hours (everyday 7am-10pm Eastern) text **(202)949-7079**.

Appendix D: Placement Requirements

While Throne bathrooms can go *almost* anywhere, there are a few requirements and recommendations on placement.The unit measures approximately 7'x8'. If placed with a ramp (required to meet ADA criteria), Throne's standard ramp is 5'x11' and is attached to the front and can be oriented either to the right or left of the platform.

Figure 2: ADA Throne Top & Side View w/ Measurements



In addition to the physical space required, a Throne placement must be placed within 70 feet of a road or access point for Throne's sanitation truck. Placement location sun exposure from at least three directions *or* have the ability to plug-in (120V). During winter months, the Throne may need to be plugged in when temperatures drop below freezing for extended periods or be at risk of shut down.

Prior to delivery, the Throne Operations Team will schedule a site visit to assess and advise on placement and orientation.

throne

Hyattsville Throne Usage Stats: August 2023 - February 2024

The City of Hyattsville had Thrones in Driskell Park, Heurich Park, 38th Street Park and the Spot starting August 0f 2023. The Spot was removed in October and Hyatt Park was placed at the end of December. T

10,948

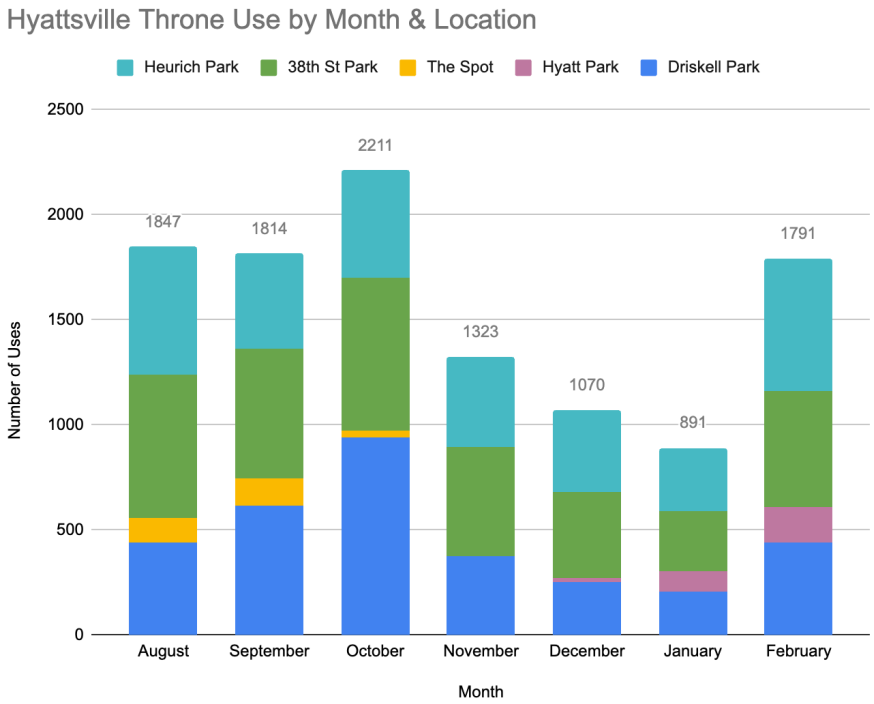
total uses

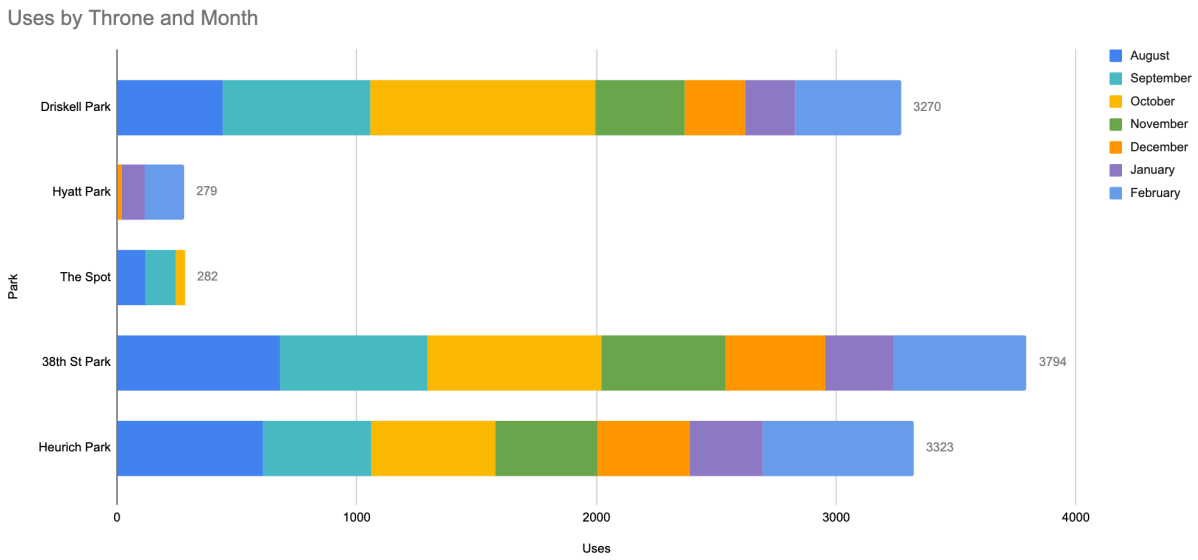
3,723

unique users from Sept through Feb

41%

of users used Throne Two or more times




Uses by Throne and Month
Driskell Park
Hyatt Park
The Spot
38th St Park
Heurich Park
Park
3270
279
282
3794
3323
0
1000
2000
3000
4000
Uses
August
September
October
November
December
January
February

City of Hyattsville

Hyattsville Municipal Bldg
4310 Gallatin Street, 3rd Flr
Hyattsville, MD 20781
(301) 985-5000
www.hyattsville.org

Agenda Item Report

File #: HCC-227-FY24 | 3/18/2024 | 10.c.

Submitted by: Priyanka Joshi
Submitting Department: Public Works
Agenda Section: Consent

Item Title:
FY24 - Landscaping Contract Expenditure - Work Extension

Suggested Action:
I move that the Mayor and Council authorize an expenditure not to exceed $6,000 to Professional Lawn Maintenance Service (PLMS) for mowing services along the Trolley Trail under their existing landscaping contract with the City.

Summary Background:
PLMS currently holds a contractual agreement with the City, providing landscaping services for FY24. The City of Hyattsville has assumed responsibility for maintaining the Trolley Trail within its jurisdiction. The mowing area spans approximately 45,000 square feet and includes additional tasks such as curb edging, line trimming, and blowing. DPW aims to expand PLMS's scope of work to encompass additional hours of mowing services.

Next Steps:
Issue purchase order and schedule landscaping

Fiscal Impact:
NTE $6,000

City Administrator Comments:
Recommend support.

Community Engagement:
N/A

Strategic Goals:
Goal 4 - Foster Excellence in all City Operations

Legal Review Required?
N/A

Professional Lawn Maintenance Services, LLC

4218 Nicholson Street • Hyattsville, MD 20781 • 301-928-7461 • 240-687-8893

City of Hyattsville
Department of Public Works

Mowing Maintenance Work Extension 2024-2025

Additional Mowing -
Trolley Trail - mowing area extended by about 45,000 square feet and additional curb edging and line trimming and blowing
$196 per mowing service x 26 = $5096 per year

Total Additional Monthly payment $425.00

Sincerely,
David Vacante
President

Contract/Proposal Accepted by:
Title of signee_____
Print name_____
Signature_____ Date _____
Please sign and return. Please make a copy for your records. Thank you.

City of Hyattsville

Hyattsville Municipal Bldg
4310 Gallatin Street, 3rd Flr
Hyattsville, MD 20781
(301) 985-5000
www.hyattsville.org

Agenda Item Report

File #: HCC-228-FY24 | 3/18/2024 | 10.d.

Submitted by: Priyanka Joshi
Submitting Department: Public Works
Agenda Section: Consent

Item Title:
FY24 - Alley Maintenance Contract Expenditure - Work Extension

Suggested Action:
I move that the Mayor and Council authorize an expenditure not to exceed $8,000 to Professional Lawn Maintenance Service (PLMS) for extending work services to include additional alleys under their existing alley maintenance contract with the City.

Summary Background:
PLMS currently maintains a contractual agreement with the City, offering Alley Maintenance services for FY24. However, the Department of Public Works (DPW) has undergone significant staffing changes, leading to the departure of key team members. In response to these changes, DPW aims to expand PLMS's scope of work to encompass additional Alley Maintenance locations. This expansion is envisioned to not only improve service quality for residents but also enhance cost-effectiveness in the overall Alley Maintenance process.

Next Steps:
Issue purchase order and schedule work

Fiscal Impact:
NTE $8,000

City Administrator Comments:
Recommend support.

Community Engagement:
N/A

Strategic Goals:
Goal 4 - Foster Excellence in all City Operations

Legal Review Required?
N/A

PROFESSIONAL LAWN MAINTENANCE, LLC.

Professional Lawn Maintenance Services, LLC

3421 Hamilton Street • Hyattsville, MD 20782 • 301-928-7461 • 240-687-8893

City of Hyattsville
Department of Public Works

Alley Maintenance extension

Location:	**Price per service**
Quintana & 41st Pl (corner)	$45
6200 blk 41st & 42nd Ave (alley)	Included in Alley contract Alley #27
4100 blk Emerson St & 4900 blk 41st Pl (alley	Included in Alley contract Alley #14B
4800 blk 42nd Ave non-parking side (fence)	Included in Alley contract Alley # 18
MacCaroy Alley(do not cut behind house w/fence&deck sign on fence	$90
4600 blk Burlington Rd (dead end)	$30
4600 blk Emerson St (dead end)	$30
4600 blk Buchanan St (dead end)	$30
3420 Oliver St (dead end)	Included on Landscape contract
5900 blk 33rd Ave (dead end)	$30
5900 blk 32nd Ave (dead end)	$30
5900 blk 31st Ave (leaf dump entrance)	$30
4900 blk 37th Pl (dead end)	$30
6800 blk Calverton Dr (dead end)	$30
3200 blk Stanford St (dead end)	$30
3100 blk Rosemary Lane (dead end)	$30
3000 Gumwood Dr (dead end)	Included on Landscape contract
Gaines Alley @38th	$25

Additional $460.00 Per service - In 2023 PLMS serviced alleys 16 times
David Vacante
Professional Lawn Maintenance Services, LLC

Contract/Proposal Accepted by: Title of signee_____
Print name_____

Signature_____ Date _____

Please sign and return. Please make a copy for your records. Thank you.

City of Hyattsville

Hyattsville Municipal Bldg
4310 Gallatin Street, 3rd Flr
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www.hyattsville.org

Agenda Item Report

File #: HCC-229-FY24 | 3/18/2024 | 10.e.

Submitted by: Allison Weikel
Submitting Department: Police Department
Agenda Section: Consent

Item Title:
Renewal Contract with Lexipol

Suggested Action:
I move that the Mayor and Council authorize the City Administrator to renew the contract with Lexipol for a period of one (1) year commencing April 1, 2024 to March 31, 2025, at a cost not to exceed $17,467.08 annually.

Summary Background:
The Police Department entered into a contract with Lexipol in 2019 for the purposes of revising the Police Department's General Orders. This contract was for a term of one (1) year with automatic one (1) year renewals.

Next Steps:
Upon City Council approval, the City Administrator will renew the contract with Lexipol.

Fiscal Impact:
Not to exceed $17,467.08

City Administrator Comments:
The contract with Lexipol has proven beneficial to ensuring the departments general orders are updated and IAW state law and regulatory guidance. Recommend Approval

Community Engagement:
N/A

Strategic Goals:
Goal 1 - Ensure Transparent and Accessible Governance

Legal Review Required?
N/A

Invoice

#INVLEX123481

3/1/2024

Bill To
Hyattsville Police Department
4310 Gallatin St
Hyattsville MD 20781
United States

End User
Hyattsville Police Department

Terms	Due Date	PO #	Contract Term
Net 30	3/31/2024		4/1/2024 to 3/31/2025

Description	Qty	Rate	Amount
Annual Law Enforcement Supplemental Manual(s)	1	$1,538.42	$1,538.42
Annual Law Enforcement Policy Manual & Daily Training Bulletins	1	$15,928.66	$15,928.66

Your invoice includes a 5 % discount.

Subtotal	$17,467.08
Tax Total (%)	$0.00
Invoice Total	$17,467.08
Amount Paid	$0.00
Amount Due	$17,467.08

Click here to submit your accounting inquiry

Lexipol now has an easier way for you to view/pay your invoices. Please set up/login to your account today at LEXIPOL CUSTOMER PORTAL If you have difficulty logging in, please click on the reset password link, reset your password, and attempt logging in again.

Please Make Checks Payable to:
Lexipol, LLC
2611 Internet Blvd, Suite 100
Frisco, Tx 75034-9085

ENTERED
3-25-19
MD 023

LEXIPOL

AGREEMENT FOR USE OF SUBSCRIPTION MATERIAL

Agency's Name:	Hyattsville Police Department
Agency's Address:	4310 Gallatin St Hyattsville, Maryland 20781
Attention:	Scott Dunklee
Lexipol's Address:	2801 Network Boulevard, Suite 500 Frisco, Texas 75034
Attention:	Jessica Levenberg
Effective Date:	4-1-19 *(to be completed by Lexipol upon receipt of signed Agreement)*

The Agreement for Use of Subscription Material is between Lexipol, LLC, a Delaware limited liability company ("**Lexipol**"), and the Agency identified above. The Agreement consists of (a) this cover sheet; (b) **Exhibit A** (Subscriptions Being Purchased and Subscription Fees) attached to this cover sheet, (c) **Exhibit B** (General Terms and Conditions) attached to this cover sheet, and (d) **Exhibit C** (Scope of Services) attached to this cover sheet. Capitalized terms that are used in Exhibit A and not defined therein shall have the respective meanings given to them in Exhibit B.

Agency		**Lexipol**	
Signature:	Tracey Douglas	Signature:	
Print Name:	Tracey Douglas	Print Name:	Van Holland
Title:	City Administrator	Title:	Chief Financial Officer
Date Signed:		Date Signed:	4/2/19

EXHIBIT A

SUBSCRIPTIONS BEING PURCHASED AND SUBSCRIPTION FEES

Agency is purchasing the following:

Annual Subscription

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
1	Annual Law Enforcement Policy Manual & Daily Training Bulletins w/Supplemental Publication Service (12 Months)	USD 14,230.00	5%	USD 712.00	USD 13,518.00
	Subscription Line Items Total			**USD 712.00**	**USD 13,518.00**
				USD 712.00	**USD 13,518.00**
				Annual Subscription Discount:	USD 712.00
				Annual Subscription TOTAL:	USD 13,518.00

yearly

One-Time Implementation Fee

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
1	Law Enforcement Full Implementation	USD 33,750.00		USD 0.00	USD 33,750.00
	Subscription Line Items Total			**USD 0.00**	**USD 33,750.00**
				USD 0.00	**USD 33,750.00**
				One-Time Implementation Fee TOTAL:	USD 33,750.00

*Law Enforcement pricing is based on 39 Law Enforcement Sworn Officers.

Discount Notes
5% LGIT Discount

EXHIBIT B

GENERAL TERMS AND CONDITIONS

1. **Definitions**. For purposes of this Agreement, each of the following terms will have the meaning indicated in this Section:

1.1 **Agency's Account**. "***Agency's Account***" means the account by which Agency accesses the Subscription Materials.

1.2 **Agreement**. "***Agreement***" means (a) the cover sheet to which these General Terms and Conditions are attached, (b) Exhibit A (Subscriptions and Services Being Purchased and Related Fees) attached to that cover sheet, (c) these General Terms and Conditions, and (d) Exhibit C (Scope of Services).

1.3 **Initial Term/Contract Year**. "***Initial Term***" means the twelve-month period commencing on the Effective Date and "***Contract Year***" means each twelve-month period commencing on each anniversary of the Effective Date, except as may otherwise be modified by Section 2.1 Term below.

1.4 **Derivative Work**. "***Derivative Work***" means a work that is based on the Subscription Material or any portion thereof, such as a revision, modification, abridgement, condensation, expansion, or any other form in which the Subscription Material or any portion thereof may be recast, transformed, or adapted. For purposes of this Agreement, a Derivative Work also includes any compilation that incorporates any portion of the Subscription Material. Further, "***Derivative Work***" includes any work considered a "derivative work" under United States copyright law.

1.5 **Effective Date**. "***Effective Date***" means the date specified on the cover sheet to which these General Terms and Conditions are attached.

1.6 **Subscription Materials**. "***Subscription Materials***" means the policy manuals, supplemental policy publications, daily training bulletins and other materials provided by Lexipol to Agency from time to time during the term of this Agreement under the subscriptions purchased by Agency as specified in Exhibit A.

2. **Term and Termination**.

2.1 **Term**. This Agreement is effective upon the execution and delivery of this Agreement by both Lexipol and Agency, and shall continue in effect until the expiration of the Initial Term; provided, however, that the term of this Agreement will automatically be extended for successive one-year periods thereafter (each a Contract Year), unless either party gives written notice to the other party to the contrary not less than thirty (30) days prior to the expiration of the Initial Term or the then current Contract Year, as the case may be. Notwithstanding the foregoing, however, this Agreement will be subject to termination as provided in Section 2.2 below.

2.2 **Termination**. This Agreement may be terminated by either party, effective immediately, (a) in the event that the other party fails to discharge any obligation or remedy any default under this Agreement for a period of more than thirty (30) calendar days after it has been given written notice of such failure or default; or (b) in the event that the other party makes an assignment for the benefit of creditors or commences or has commenced against it any proceeding in bankruptcy, insolvency or reorganization pursuant to the bankruptcy laws of any applicable jurisdiction.

2.3 **Effect of Expiration or Termination**. Upon the expiration or termination of this Agreement, all of the rights granted to Agency by this Agreement to the subscriptions identified on Exhibit

A shall automatically terminate. The termination or expiration of this Agreement shall not, however, relieve either party from any obligation or liability that has accrued under this Agreement prior to the date of such termination or expiration. The right to terminate this Agreement pursuant to Section 2.2 above shall be in addition to, and not in lieu of, any other remedy, legal or equitable, to which the terminating party shall be entitled at law or in equity. The provisions of Sections 1 (Definitions), 4 (Copyright; Derivative Works; Lexipol's Ownership), 5 (Right to Use; Limitations on Use of Subscription Material and Derivative Works), 7 (Privacy Policy), 8 (Policy Adoption), 9 (Disclaimer of Liability), 10 (Limitation of Liability), 13 (Miscellaneous), and this Section 2.3 shall survive the expiration or termination of this Agreement for any reason whatsoever.

3. **Subscription Fees, Etc.**

3.1 **Subscription Fee/Invoicing**. Lexipol will invoice Agency at the commencement of the Subscription Service (Initial Term) and thirty (30) days prior to the date for each Contract Year (refer to 2.1 above). Agency will pay to Lexipol the subscription fee specified on Exhibit A within thirty (30) days following Agency's receipt of the invoice for such subscription and renewal fees. All invoices will be sent to Agency at the address for Agency specified on the cover sheet to which these General Terms and Conditions are attached. All payments will be made to Lexipol at the address for Lexipol specified on the cover sheet to which these General Terms and Conditions are attached. Lexipol reserves the right to increase pricing for subsequent Contract Years.

3.2 **Taxes; Past Due Amounts**. All amounts required to be paid under this Agreement, unless otherwise stated on Exhibit A, are exclusive of all taxes and similar fees now in force or enacted in the future imposed on the subscriptions purchased by Agency under this Agreement and/or delivery by Lexipol to Agency of Subscription Material, all of which Agency will be responsible for and will pay in full, except for taxes based on Lexipol's net income. In the event any amount owed by Agency is not paid when due, and such failure is not cured within ten (10) days after written notice thereof from Lexipol, then in addition to any other amount due, Agency shall pay a late payment charge on the overdue amount at a rate equal to the lower of (a) one percent (1%) per month, or (b) the highest rate permitted by applicable law.

4. **Copyright; Derivative Works; Lexipol's Ownership**. Agency acknowledges and agrees that the Subscription Material is a proprietary product of Lexipol, protected under U.S. copyright law, and that Lexipol reserves all rights not expressly granted in this Agreement. Subject to the terms and conditions contained in this Agreement, Lexipol hereby grants Agency the right to prepare Derivative Works, except as limited by the terms of this agreement; provided, however, that Agency acknowledges and agrees that Lexipol will be the sole owner of all right, title and interest in and to all Derivative Works prepared by or for Agency, including all copyrights and other intellectual property and proprietary rights therein or pertaining thereto, and Agency hereby assigns and transfers to Lexipol all right, title and interest in and to all Derivative Works prepared by or for Agency, including all copyrights and other intellectual property and proprietary rights therein or pertaining thereto. Agency will not remove from any copies of the Subscription Material provided by Lexipol to Agency any copyright notice or other proprietary notice of Lexipol appearing thereon, and shall include such copyright and other notices at the appropriate place on each copy of the Subscription Material and each copy of any Derivative Work made by or for Agency, in any form.

5. **Right to Use; Limitations on Use of Subscription Material and Derivative Works.** Subject to the terms and conditions contained in this Agreement, Lexipol hereby grants to Agency a perpetual, personal, fully paid-up, right to use, except as limited by the terms of this agreement the Subscription Material and any Derivative Works prepared by or for Agency, solely for the Agency's internal purposes. Agency will not use, copy, republish, lend, distribute, post on servers, transmit, redistribute, display, in whole or in part, by any means or medium, electronic or mechanical, or by any information storage and retrieval system, any Subscription Material or any Derivative Work prepared by or for Agency other than as expressly authorized by the immediately preceding sentence. Without limiting the generality of the foregoing, Agency will not import, upload, or otherwise make available any

Subscription Material or any Derivative Work prepared by or for Agency into or onto any third party knowledge, document, or other content management system or service without Lexipol's prior written consent. The foregoing does not, however, prohibit or restrict Agency from providing Subscription Material or Derivative Works prepared by or for Agency pursuant to an order from a court or other governmental agency or other legal process, or Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request, nor does it prohibit or restrict Agency from displaying the adopted/approved final policy document on a publicly accessible website for official Agency purposes, so long as Agency includes the appropriate copyright and other proprietary notices on such final policy document as required by Section 4 above.

6. **Account Security**. Agency is solely responsible for maintaining the confidentiality of Agency's user name(s) and password(s) and the security of Agency's Account. Agency will not permit access to Agency's Account, or use of Agency's user name(s) and/or password(s) by any person or entity other than authorized Agency personnel. Agency will immediately notify Lexipol in writing if Agency becomes aware that any person or entity other than authorized Agency personnel has used Agency's Account or Agency's user name(s) and/or password(s).

7. **Privacy Policy**. Lexipol will hold all information Agency provides in confidence unless required to provide information in accordance with an order from a court or other governmental agency or other legal process such as a Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request. Lexipol will use commercially reasonable efforts to ensure the security of information provided by Agency. Lexipol's system also uses Secure Socket Layer (SSL) Protocol for browsers supported by Lexipol application(s). SSL encrypts information as it travels between the Agency and Lexipol. However, Agency acknowledges and agrees that Internet data transmission is not always 100% secure and Lexipol does not warrant or guaranty that information Agency transmits utilizing the Lexipol system or online platform is 100% secure.

Agency acknowledges that Lexipol may provide view-only access and summary information (including but not limited to, status of number of policies developed or in development, percentage of staff reviews of developed policies, and percentage of DTBs taken) to the Agency's affiliated Risk Management Authority, Insurance Pool or Group, or Sponsoring Association, if they are actively funding their member Agencies' Subscription Fees.

8. **Policy Adoption**. Agency hereby acknowledges and agrees that any and all policies and Daily Training Bulletins (DTBs) included in the Subscription Material provided by Lexipol have been individually reviewed, customized and adopted by Agency for use by Agency. Agency further acknowledges and agrees that neither Lexipol nor any of its agents, employees or representatives shall be considered "policy makers" in any legal or other sense and that the chief executive of Agency will, for all purposes, be considered the "policy maker" with regard to each and every such policy and DTB.

9. **Disclaimer of Liability**. Agency acknowledges and agrees that Lexipol its officers, agents, managers, and employees will have no liability to Agency or any other person or entity arising from or related to the Subscription Materials, or any act or omission by Agency or its personnel pursuant to, or in reliance on, any of the Subscription Materials.

10. **Limitation of Liability**. Lexipol's cumulative liability to Agency and any other person or entity for any loss or damages resulting from any claims, demands, or actions arising out of or relating to this Agreement or the use of any Subscription Materials shall not exceed the subscription fees actually paid to Lexipol for the use of the Subscription Materials under this Agreement during the twelve-month period immediately prior to the assertion of such claim, demand or action. In no event shall Lexipol be liable for any indirect, incidental, consequential, special, or exemplary damages or lost profits, even if Lexipol has been advised of the possibility of such damages. The limitations set forth in this Section shall apply whether Agency's claim is based on breach of contract, tort, strict liability, product liability or any other theory or cause of action.

11. **Non-Transferability**. The subscriptions and rights to use the Subscription Material granted by this Agreement are personal to Agency and Agency shall not assign or otherwise transfer the same to any other person or entity.

12. **Confidentiality**. From time to time during the term of this Agreement, either party may be required to disclose information to the other party that is marked "confidential" or the like, or that is of such a type that the confidentiality thereof is reasonably apparent ("Confidential Information"). The receiving party will: (a) limit disclosure of any Confidential Information of the other party to the receiving party's directors, officers, employees, agents and other representatives (collectively "Representatives") who have a need to know such Confidential Information in connection with the business relationship between the parties to which this Agreement relates, and only for that purpose; (b) advise its Representatives of the confidential nature of the Confidential Information and of the obligations set forth in this Agreement and require such Representatives to keep the Confidential Information confidential and to use it only as permitted by this Agreement; (c) keep all Confidential Information confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and (d) not disclose any Confidential Information received by it to any third party (except as otherwise provided for herein). Notwithstanding the foregoing, however, a party may disclose Confidential Information of the other party pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request, or Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request, or similar method, provided that the party proposing to make any such disclosure will promptly notify, to the extent practicable, the other party in writing of such demand for disclosure so that the other party may, at its sole expense, seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information. Each party shall be responsible for any breach of this Section by any of such party's Representatives.

Miscellaneous.

13.1 **Governing Law**. This Agreement shall be construed in accordance with, and governed by, the laws of the State of California, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.

13.2 **Entire Agreement**. This Agreement embodies the entire agreement and understanding of the parties hereto and hereby expressly supersedes any and all prior written and oral agreements and understandings with respect to the subject matter hereof, including without limitation any and all agreements and understandings pertaining to the use of the Subscription Materials by Agency. No representation, promise, inducement, or statement of intention has been made by any party hereto that is not embodied in this Agreement. Terms and conditions set forth in any purchase order, or any other form or document of Agency, which are inconsistent with, or in addition to, the terms and conditions set forth in this Agreement, are hereby objected to and rejected in their entirety, regardless of when received, without further action or notification by Lexipol, and shall not be considered binding on Lexipol unless specifically agreed to in writing by it.

13.3 **Headings**. The captions and other headings contained in this Agreement are for convenience only and shall not be considered a part of or affect the construction and interpretation of any provision of this Agreement.

13.4 **Counterparts**. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document.

13.5 **Amendment**. No amendment, modification, or supplement to this Agreement shall be binding unless it is in writing and signed by the party sought to be bound thereby.

13.6 **Attorneys' Fees**. If any action is brought by either party to this Agreement against the other party regarding the subject matter hereof, the prevailing party shall be entitled to recover, in addition to any other relief granted, reasonable attorneys' fees and expenses of litigation.

13.7 **General Interpretation**. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent. This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be drafted, or in favor of the party receiving a particular benefit under the Agreement. No rule of strict construction will be applied against any person or entity.

13.8 **Notices**. Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given by personal delivery, by certified mail, postage prepaid, or by recognized overnight delivery service to the appropriate party at the address of such party stated on the cover sheet to which these General Terms and Conditions are attached, or such other address as such party may indicate by a notice delivered to the other party in accordance with the terms of this Section. Alternatively, electronic mail or facsimile notice is acceptable when acknowledged by the receiving party.

13.9 **Invalidity of Provisions**. Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof. Further, if a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable, then the parties agree that the court should endeavor to give effect to the parties' intention as reflected in such provision to the maximum extent possible.

13.10 **Waiver**. Lexipol's failure to exercise, or delay in exercising, any right or remedy under any provision of this Agreement shall not constitute a waiver of such right or remedy.

End of General Terms and Conditions

EXHIBIT C

Scope of Services

Policy Manual
Legally defensible, up-to-date policies are the foundation for consistent, safe public safety operations and are key to lowering liability and risk. Lexipol's comprehensive policy manual covers all aspects of your agency's operations.

- More than 155 policies researched and written by public safety attorneys and subject matter experts
- Policies based on State and federal laws and regulations as well as nationwide best practices
- Content customized to reflect your agency's terminology and structure

Daily Training Bulletins (DTBs)
Even the best policy manual lacks effectiveness if it's not backed by training. Lexipol's Daily Training Bulletins are designed to help your personnel learn and apply your agency's policy content through 2-minute training exercises.

- Scenario-based training ties policy to real-world applications
- Understanding and retention of policy content is improved via a singular focus on one distinct aspect of the policy
- Each Daily Training Bulletin concludes with a question that confirms the user understood the training objective
- Daily Training Bulletins can be completed via computers or from smartphones, tablets or other mobile devices
- Reports show completion of Daily Training Bulletins by agency member and topic

Policy Updates
Lexipol's legal and content development teams continuously review state and federal laws and regulations, court decisions and evolving best practices. When needed, we create new and updated policies and provide them to your agency, making it simple and efficient to keep your policy content up to date.

- Updates delivered to you through Lexipol's web-based content delivery platform
- Changes presented in side-by-side comparison against existing policy so you can easily identify modifications/improvements
- Your agency can accept, reject or customize each update

Web-Based Delivery Platform and Mobile App (Knowledge Management System)
Lexipol's online content delivery platform, called KMS, provides secure storage and easy access to all your policy and training content, and our KMS mobile app facilitates staff use of policies and training completion.

- Ability to edit and customize content to reflect your agency's mission and philosophy
- Efficient distribution of policies, updates and training to staff
- Archival and easy retrieval of all versions of your agency's policy manual
- Mobile app provides in-the-field access to policy and training materials

Reports
Lexipol's Knowledge Management System provides intuitive reporting ca lities and easy-to reports that enhance command staff meetings and strategic planning.

- Track and report when your personnel have acknowledged policies and
- Produce reports showing completion of Daily Training Bulletins
- Sort reports by agency member, topic and other subgroups (e.g., shift, assig
- Reduce the time your supervisors spend verifying policy acknowledgement and training completion

Supplemental Publication Service
Lexipol's Supplemental Publication Service (SPS) streamlines the storage of your agency's content, giving you one place to access procedures, guidelines, general orders, training guides or secondary policy manuals.

- Electronically links department-specific procedural or supplemental content to your policy manual
- Provides electronic issuance and tracking for your agency's procedural or supplemental content
- Allows you to create Daily Training Bulletins against your procedural content
- Designed for standard operating guidelines, procedures, general orders or field guides

Full Implementation
Lexipol's Implementation Service is specifically tailored for agencies seeking to improve the process by which their Lexipol policy manual is implemented, integrated and maintained. The experience and knowledge brought by Lexipol's policy implementation specialists will:

- Streamline the process of policy implementation and liaison with agency policy-makers to deliver an agency-specific manual on an established timeline.
- Integrate pre-existing agency content into appropriate sections within the policy manual.
- Utilize a structured method of policy editing and content merging, which will provide a framework to expedite subsequent policy updates and DTB administration.

City of Hyattsville

Hyattsville Municipal Bldg
4310 Gallatin Street, 3rd Flr
Hyattsville, MD 20781
(301) 985-5000
www.hyattsville.org

Agenda Item Report

File #: HCC-234-FY24 | 3/18/2024 | 10.f.

Submitted by: Laura Reams
Submitting Department: Legislative
Agenda Section: Consent

Item Title:
Disbursement of Ward 5 Discretionary Funds

Suggested Action:
I move that the Mayor and Council authorize the disbursement of $927.36 from the Ward 5 discretionary fund to Trinity Grill in support of the March 14 Ward 5 Community Meeting.

Summary Background:
A Ward 5 Community Meeting was held on Thursday, March 14 at Trinity Grill. The discretionary funds support the purchase of food for meeting attendees.

Next Steps:
Disbursement of funds.

Fiscal Impact:
$927.36

City Administrator Comments:
Recommend Approval

Community Engagement:
The Community meeting was open to the public and advertised via the City's communication mediums.

Strategic Goals:
Goal 3 - Promote a Safe and Vibrant Community

Legal Review Required?
N/A

TRINITY GRILL & BAR

CUSTOMER: Joseph Soloman

EVENT DATE/TIME: Thursday March 14, 2024 7pm-10pm

ITEM NAME & DESCRIPTION	QUANTITY	AMOUNT
Fried Shrimp	50	$160
Wings	50	$106
Steak/Cheese Egg Rolls	30	$125
Rice	Half pan	$65
Stir Fry	Half pan	$120
Caesar Salad	Large	$85
Soft Drink Tickets	25	$75

SUB TOTAL:	$ 736.00
TAX:	$. 44.16
GRATUITY:	$ 147.20
CATERING:	~~$ 50.00~~
TOTAL DUE:	$. 927.36

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File #: HCC-235-FY24 3/18/2024 10.g.

Submitted by: Ron Brooks
Submitting Department: Finance
Agenda Section: Consent

Item Title:
FY24 Special Revenues Funds Grant Budget Appropriation Amendment: FEMA COVID-19 Reimbursement Grant

Suggested Action:
I move that the Mayor and Council amend the FY24 Special Revenues Funds Budget to appropriate an amount not to exceed $605,056 to close-out COVID-19 FEMA Reimbursement Grant Funds. These funds cover the remaining close-out costs for vaccines, equipment, and testing sites that are 100% reimbursable by FEMA for the period July 1, 2022, to May 30, 2023.

Summary Background:
In response to the COVID-19 public health emergency, the City of Hyattsville utilized City employees, materials, and contracts and/or MOUs/mutual aid agreements to administer the COVID-19 vaccine to the public. The City of Hyattsville directly operated a vaccination site launched in February 2021 and a testing site that launched in June 2020. The site was operated as a partnership between Hyattsville, Luminis Health, the Prince George's County Health Department, and First United Methodist Church of Hyattsville. These entities in addition to the Hyattsville Community Development Corporation provided staffing, facilities, equipment, supplies, communications, security, and other resources needed to reduce the COVID-19 threat. The City coordinated with FEMA to obtain reimbursement for the testing site, vaccination clinic facilities, medical teams, and additional support provided to the Hyattsville community. These activities are reimbursed 100% by FEMA. The FEMA COVID-19 Reimbursement Grant total of $605,056 closes out COVID related expenses from July 1, 2022, to May 30, 2023.

Next Steps:
Amend the FY24 Special Revenue Funds Budget and appropriate an amount not to exceed $605,056 to cover the remaining COVID-19 close-out costs for vaccines, equipment, and testing sites.

Fiscal Impact:
Increase the FY24 Special Revenues Funds Budget by $605,056.

City Administrator Comments:
Recommend approval. Hyattsville was fortunate to be able to offer these fully reimbursable services to our residents.

Community Engagement:
N/A

Strategic Goals:
Goal 1 - Ensure Transparent and Accessible Governance

Legal Review Required?
N/A

City of Hyattsville

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Agenda Item Report

File #: HCC-203-FY24 | 3/18/2024 | 11.a.

Submitted by: Hal Metzler
Submitting Department: Public Works
Agenda Section: Consent

Item Title:
Streetlight Utility Negotiations and LED Conversion

Suggested Action:
I move that the Mayor and Council authorize the City Administrator to enter into an agreement with Tanko Lighting to provide utility negotiation and LED conversion support to complete the conversion of the City's Streetlights to LEDs, pending legal review. An expenditure not to exceed $200,000 was approved in the FY24 CIP budget and the Treasurer is authorized to make the budget amendments necessary to facilitate this expenditure.

Summary Background:
In the FY 2023 Legislative Session the Maryland General Assembly passed the County and Municipal Street Lighting Investment Act that allows local governments to acquire streetlights from their local electric utility. City staff participated in several group meetings with other municipalities to discuss PEPCO's proposals and costs. Following the meetings, City staff engaged the services of Tanko Lighting as a sole source as there were no comparable companies offering the ability to analyze, evaluate and manage the lighting upgrade process. Tanko presented their results to the City Council. They are recommending that the City move forward with an upgrade of the lights with PEPCO maintaining ownership and responsibility for maintenance under a revised tariff.

In evaluating the proposal from Tanko, city staff conducted a review of past expenses to PEPCO for streetlights. Between 2016 and 2019, the City paid PEPCO approximately $504,000 for 412 LED streetlights in West HVL for an average cost of over $1200 per light. Several areas in Wards 4 and 5 were selected as phase 1 of our LED conversion initiative. Expanding to future phases was stalled due to cost and timeline. By working with Tanko, the City will be able to convert approximately 1,000 streetlights at an estimated cost of $553,000 or an estimated cost of approximately $553 per light, a savings of 55% over what we paid PEPCO. PEPCO took over 3 years to complete the 412 lights and Tanko is estimating less than 1 year to complete more than twice as many lights.

Additionally, the City needs to ensure we are being charged appropriately. Tanko believes this conversion will save $3.7M over the next 20 years. They will work with the City to review bills from PEPCO to ensure we have not overpaid. If so, Tanko will coordinate to receive refunds. City staff does not have the capacity, knowledge, or experience to conduct this review. We will also consider contracting an outside auditor. Finally, Tanko will assist with identifying and preparing grant applications that can help fund the conversion process.

In summary, Tanko will provide the technical expertise and experience to work on the City's behalf to negotiate with PEPCO to prepare a program in the best interest of the City, assist with the procurement of the light upgrades, and oversee the installation, inspection, and evaluation of the streetlight program. Both the negotiated agreement with PEPCO and the procurement for the installation of the streetlights will be brought before the Council in future meetings for approval before proceeding with those steps.

Next Steps:
Sign agreement, issue purchase order, and begin project.

Fiscal Impact:
NTE $200,000 Seeking grants to offset.

City Administrator Comments:
Recommend support. Lighting enhancements will enhance vehicular and pedestrian safety and save the City costs in the short and long term.

Community Engagement:
N/A

Strategic Goals:
Goal 2 - Ensure the Long-Term Economic Viability of the City

Legal Review Required?
Pending

PROPOSAL FOR STREETLIGHT UTILITY NEGOTIATIONS & LED CONVERSION SUPPORT FOR THE CITY OF HYATTSVILLE, MD

Submitted by:

Jason Tanko
Chief Executive Officer
Tanko Streetlighting, Inc.
220 Bayshore Boulevard
San Francisco, CA 94124
jason@tankolighting.com

Submitted to:

Lesley Riddle
Director of Public Works
City of Hyattsville
4310 Gallatin Street
Hyattsville, MD 20781
lriddle@hyattsville.org

March 11, 2024

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TankoLighting
www.tankolighting.com | 220 Bayshore Blvd | San Francisco, CA 94124 | P 415.254.7579 | F 415.822.3626

COVER LETTER

March 11, 2024

Lesley Riddle
Director of Public Works
City of Hyattsville
4310 Gallatin Street
Hyattsville, MD 20781
lriddle@hyattsville.org

Dear Ms. Riddle,

Tanko Streetlighting, Inc. ("Tanko Lighting") appreciates the opportunity to submit this proposal to negotiate with the City's utility, Potomac Electric Power Company (Pepco), and implement an LED streetlight conversion for the City of Hyattsville.

As you know, we recently completed an analysis of the City's options related to streetlight ownership and operations. Based on the results of this analysis, we determined that it is most advantageous for the City to negotiate with Pepco to allow the City to install LED streetlights throughout the system and have Pepco continue to own and maintain the City-installed LED fixtures. The enclosed proposal outlines our approach to implementing this exciting project.

Please let us know should you have any questions. We look forward to your feedback.

Regards,

Jason Tanko
Chief Executive Officer

Enclosures

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INTRODUCTION

Tanko Lighting recently completed an analysis of the City of Hyattsville's options for streetlight ownership and operations. The results of this study indicated that:

- The fees associated with the City's utility company, Potomac Electric Power Company (Pepco), continuing to own and maintain the streetlight system are more cost-effective than the City purchasing the streetlights from Pepco in order to convert, own and maintain the system.

- The costs associated with Pepco directly implementing a Light Emitting Diode (LED) streetlight conversion throughout the City's system are significantly higher than Tanko Lighting's estimated combined costs for audit, data reconciliation, customized design, and construction management.

- The most cost-effective option is for the City to negotiate with Pepco to allow the City one-time access to the streetlights in order to upgrade the system to LED fixtures.
    - Upon installation:
        - Pepco would own the LED fixtures and continue to maintain them.
        - The City would shift to LED streetlight electric rates and realize significant savings.
- Additional benefits of this approach to the City are:
    - More immediate savings, as the City will govern the timeline of each phase.
    - A customized design, which the City will have more control over. Note that there must be agreement/approval from Pepco of the specific part numbers and fixtures for Pepco to maintain the lights.
    - Better quality lighting and increased public safety associated with LED light output.

- Pepco would also benefit from this strategy by:
    - Inheriting a new LED streetlight system without any direct capital investment.
    - Experiencing reduced maintenance needs for the system, as LED streetlights are vastly more reliable than non-LED fixtures.
    - Expediting its LED streetlight conversion goals by not having to manage the process itself.
    - Decreased energy costs associated with lower wattage LED fixtures.
    - Continuing to own and maintain the streetlight system.

Based on these results, our team has developed a Scope of Services (outlined below) for assisting the City with the implementation of this strategy.

SCOPE OF WORK

Task 1: Utility Negotiations

We will coordinate the utility negotiations to result in Pepco allowing the City to purchase and install the LED streetlights and transfer ownership of the fixtures to Pepco upon installation. Our work will include:

- Assisting with the review of Non-Disclosure Agreement(s) with Pepco (if needed)
- Developing the business case and background information for why this strategy makes sense to both the City and Pepco

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- Facilitating meetings with City staff to prepare for negotiations (assumes up to a total of 8 meetings)
- Facilitating meetings with our team, City staff and Pepco (assumes up to a total of 4 meetings)
- Developing meeting minutes and a list of next steps and action items from the meeting(s)
- Developing draft follow-up correspondence (based on the terms of the negotiations) for the City to send to Pepco
- Coordinating negotiations documentation outlining the terms and agreement language

Deliverables:

- Negotiations Documentation: Agendas, meeting minutes, action items, and follow-up correspondence.

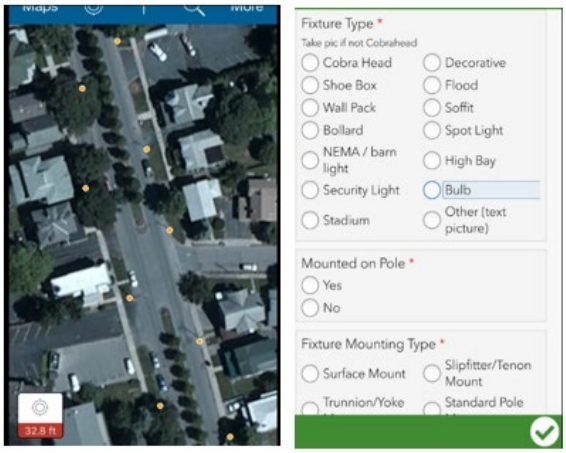
Task 2: Streetlight Inventory Audit

Simultaneously with Task 1, we will conduct a streetlight field inventory audit (Task 2) and data reconciliation (Task 3) to prepare the City for the LED design and conversion.

In our experience, a proper GIS audit is essential to equipping the client with a comprehensive and accurate understanding of its existing infrastructure. The GIS audit is pivotal, as the data collected enables appropriate valuation of the system. It also positions the municipality or its contractor to effectively maintain the system, as well as manage any system upgrades (such as LED conversions or Smart City technologies), which require detailed field data to properly design and install.

Our data-driven approach to project implementation has defined our success. From GPS location coordinates to fixture wattages, accurate data collection and data management is the backbone from which our methodology stems. As most of our clients are interested in performing streetlight system upgrades, our auditors collect more than thirty fields of data per streetlight fixture to ensure that after the ownership transfer, the same data set can be used to create an LED streetlight design customized to our clients' needs and tailored to each streetlight's unique location. This approach also enables us and our clients to streamline maintenance processes, as we know exactly where each light is, the type of pole it is on, the type of fixture that is installed, existing wattage, etc., so that maintenance crews can be prepared ahead of time to respond to requests and minimize visiting the same fixture multiple times.

Auditor Data Collection Screens



Our GIS auditing team uses dedicated tools, refined over hundreds of similar streetlighting projects, to ensure the accuracy of the data collection.

The preparation phase for the audit will involve the following activities that are critical to the accuracy of the data collection:

- Tanko Lighting working with City staff to clearly define audit scope, including priority areas, municipal boundaries, and any areas outside the right-of-way that should be included.
- Our team developing and providing to municipal staff a list of the attributes that will be collected at each light during the audit.
- City staff providing our team with all available City and utility records for streetlights.

- Our team reviewing these data records to determine which should be utilized for the data reconciliation phase.
- Our team developing audit maps, scheduling, and dispatching auditors to the field.

Tanko Lighting's approach to the audit is an in-field strategy that poses the following advantages:

- Deploying trained professional auditors to the field at the onset of the project enables our team to obtain the most definitive, up-to-date data set possible. While we supplement our field data with digital data sources (e.g., aerial imagery, street-level imagery, and municipal/utility inventories), the integrity of our audit is never dependent on the age or accuracy of available digital data sources.
- Our in-field approach provides the greatest accuracy and access to the pole and fixture. In person, we can identify potential safety issues, such as leaning poles or structural damage to the pole/arm/fixture. We can also verify pole numbers/labels and confirm any locations where numbers/labels are damaged or missing. This in-person verification of pole labels and exact locations is also invaluable in reconciling the utility billing inventory with what we find in the field (see Task 3).
- Collecting data in person gives our team the highest confidence in the accuracy of our data. This precision means that should the municipality move forward with an LED conversion or other system-wide updates, the municipality will be able to budget and procure for exactly what is in the field - money is not wasted on over-ordering, nor is project completion delayed by under-ordering. This precision also minimizes sloppy design (and inherent lower energy savings).

Once the preparation phase is complete, the audit will commence. We will collect data on all of the existing inventory in the field and identify over thirty attributes on-site, including (but not limited to):

- Global Positioning Service (GPS) coordinates (latitude, longitude) of each fixture location and date of capture
- Fixture technology
- Lamp type and wattage
- Pole material, mounting height, and arm length
- Pole ID number
- Date of data capture
- Nearest street address
- Street width and configuration (e.g., intersection, crosswalk, cul-de-sac)
- Electrical feed (overhead, underground)
- Visible issues (e.g., pole leaning, fixture damage, tree obstruction)

During the field audit, we will ensure to inspect every fixture and pole specified by the City and will provide City staff with access to an interactive, online dashboard that will display the daily and overall progress of the audit, any issues encountered, and a map that can be explored. Please see below for a sample audit dashboard. We will also be available to discuss any questions the City has on the inventory.

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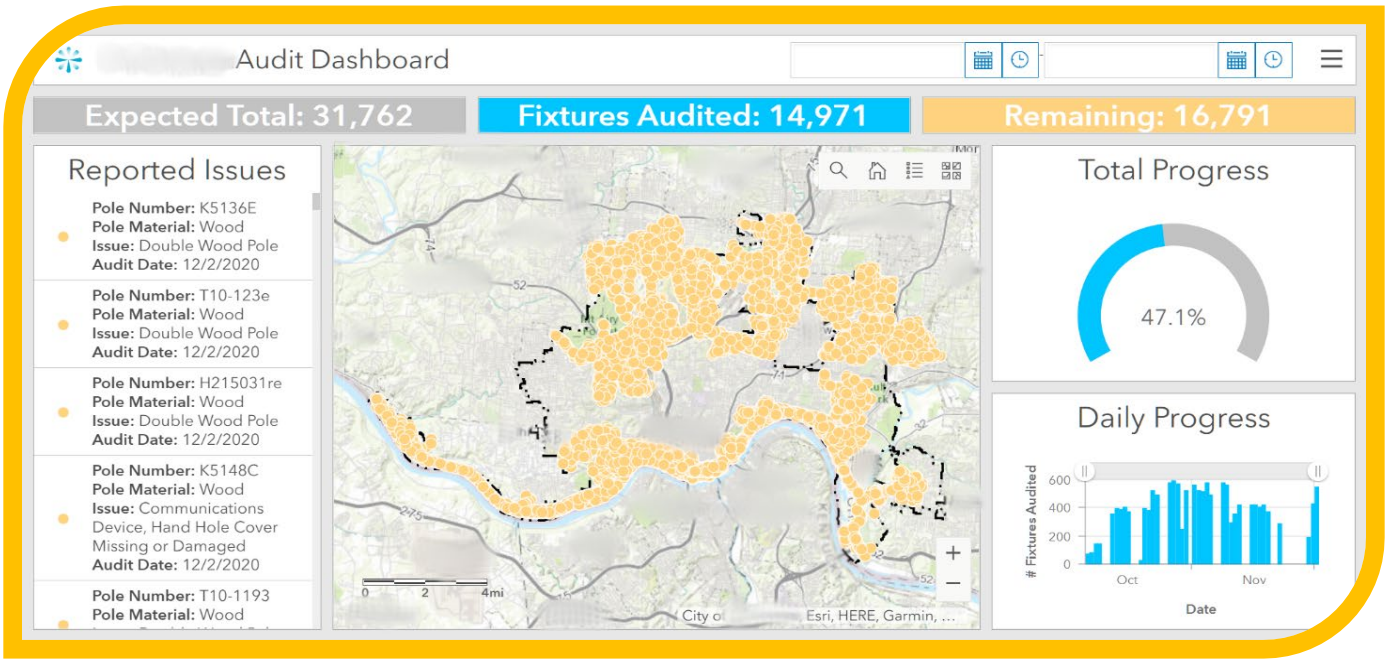
A sample of our Audit Dashboard



Deliverables:

- Audit Dashboard: An online, interactive dashboard listing the locations completed during the data collection phase, along with a description of any issues that the municipality or utility would need to devote immediate attention to – including electrical hazards, tree trimming needs, etc.;
- Audit Data: Finalized inventory summary listing quantities by type and wattage, as well as a list of fixtures found in the field audit and their associated attributes, to be provided in a file suitable for sue in common GIS software (e.g., ESRI, ArcMap), as well as Microsoft Excel (this deliverable will be provided after the completion of the project).

Task 3: Data Reconciliation

Our team has developed a methodology to match audited streetlights with the streetlight record billed to a municipality. Using precise GPS technology and expert streetlighting GIS Analysts, our team reconciles every asset it locates in the field with each record in the utility's billing inventory to ensure that all assets have been identified. Cross-referencing these various data sources results in extremely precise and clean data, with the resulting inventory accurately reflecting what is in the field. Projects typically have a utility billing discrepancy of approximately 5 – 10 percent of the inventory quantity, which can result in cities being over-billed by their utility. Any such discrepancies will be identified during this phase of the project, included in a data reconciliation report to the municipality.

The data reconciliation report will include the following items:

- Analysis of locations confirmed during the audit
- Analysis of locations appearing in the utility records but not in the confirmed audit records
- Analysis of locations confirmed in the audit records but not in the utility records

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It should be noted that no field audit is perfect because varying and unknown field conditions can impact the data collected. As such, there is sometimes an error rate associated with data collection that may require the development of an Audit Punch List and a plan to remedy. Depending on the quantity of fixtures and the nature of the issues, there are typically three options to remedy the Audit Punch List:

1. Our team revisits specific locations to collect additional audit points (note this may involve additional costs for the City, which we can provide estimates for once the Audit Punch List is developed); or
2. City staff revisits specific locations to collect additional audit points and provides the streetlight information to our team; or
3. The City opts not to remedy the Audit Punch List – in which case, anything on the Audit Punch List will be removed from the project's scope of work. This option may result in missing opportunities to remove lights from the field that are currently on the utility's billing inventory.

Once the audit is completed, we will inform the City if there is a need for an Audit Punch List, as well as potential remedies for the City to decide which one best meets its needs.

Additionally, the data reconciliation will vary greatly depending on the quality of data and fields available in Pepco's inventory. We assume that Pepco's inventory will include spatial data (latitude/longitude), pole numbers, and a descriptive address for each record in the inventory. Depending on the information available, we may need to either adjust pricing to reflect the additional work required for this task, or if no usable data can be provided by Pepco, request that Pepco completely replace its inventory with the audited inventory and update its bills accordingly.

Deliverables:

- Reconciliation Report: A concise report detailing any discrepancies found between field data and utility billing records, as well as where records tied out cleanly. Note that any locations where discrepancies exist will be discussed prior to including them in the design phase. Further, addressing these discrepancy locations with the utility will be the responsibility of the City, unless it requests our team to do so (which will require an additional cost that can be provided upon request).

Task 4: Field Conditions Report

One of the greatest benefits of the audit is that it will uncover the physical reality of the streetlight system's current field conditions. This is important for the City to consider as it plans for negotiations with the utility and an LED conversion.

Thus, once the audit (Task 2) and data reconciliation (Task 3) are completed, we will develop a Field Conditions Report that will identify the current state of the streetlight system, including any deferred maintenance and other service issues This Field Conditions Report will provide details of which issues need to be addressed so that the City can communicate them with Pepco and request service for impacted locations.

While many municipalities understand that there are outstanding maintenance issues, many of our clients are surprised by the actual quantity of field issues present. It is helpful for both the City and utility to have an understanding of the state of the system in order to address both the major and minor issues.

Deliverables:

- Field Conditions Report: An analysis of the current state of the streetlight system, including any deferred maintenance and other service issues.

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Task 5: LED Replacement Design

In our experience, a comprehensive LED streetlight conversion project is the ideal opportunity for a municipality to reassess its entire streetlighting design and ensure that field conditions are optimized for all applications in the design. To achieve this, our team routinely conducts municipal-wide design processes for our streetlighting projects. This experience has led to our team's streamlined approach to design.

Once our team has canvassed the City through the audit and established an accurate data set of the existing fixtures (via the data reconciliation process), it can then develop and apply an LED replacement design. Our team utilizes Illuminating Engineering Society (IES) RP8 standards for roadways and right of ways. However, there are many instances when municipal customers need to alter these standards to best meet their specific needs. Thus, our team uses these types of industry-accepted recommendations as guidelines and works closely with the City to develop customized proposed standards of comfort and functionality that match its needs.

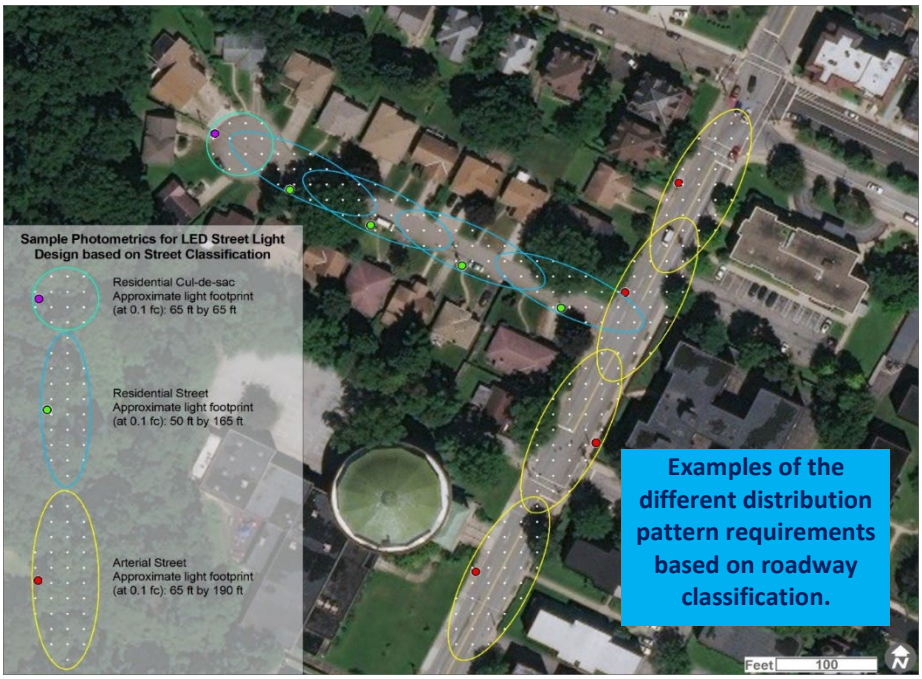
Our goal will be to provide the City with an appropriate replacement design that includes the brand of fixture, photocell, replacement wattages, color temperatures, distribution patterns and other appropriate settings and options to optimize the LED streetlight retrofit. The design will ultimately result in a replacement plan for all existing streetlights that includes maps of the replacement plan (see sample maps on subsequent pages).

In our experience, a critical initial step in proper design involves photometric analysis – which is an examination of the distribution or "spread" of light from the fixture onto the ground. Whereas a typical High Pressure Sodium (HPS) fixture indiscriminately throws the light in all directions, a typical LED fixture pinpoints the light spread to where it is needed most – on the roadway.

Given that an LED streetlight conversion is a significant investment, ensuring that the replacement LED fixtures properly distribute the light is imperative before the installation phase begins. The only way to confirm that the LED replacement fixtures improve the existing conditions is to model the light spread of the existing and replacement fixtures.

We are seasoned in this type of modeling. Our proven process involves creating theoretical photometric renderings (demonstrating the light distribution from an aerial perspective at the fixture location) for each proposed LED fixture. Our team develops in-house typical photometric layouts from manufacturer-provided data (IES) files.

Ultimately, our team will apply photometrics data to the replacement design. See the graphic to the right for a demonstration of how the photometrics can vary by residential and arterial roadway classifications. This shows the approximate light footprint of typical LED replacement fixtures used on corresponding street types. Street



Examples of the different distribution pattern requirements based on roadway classification.

classification data and measurements of street geometry taken during the field audit allow our team to appropriately develop a design without collecting or calculating photometrics for every street in a municipality.

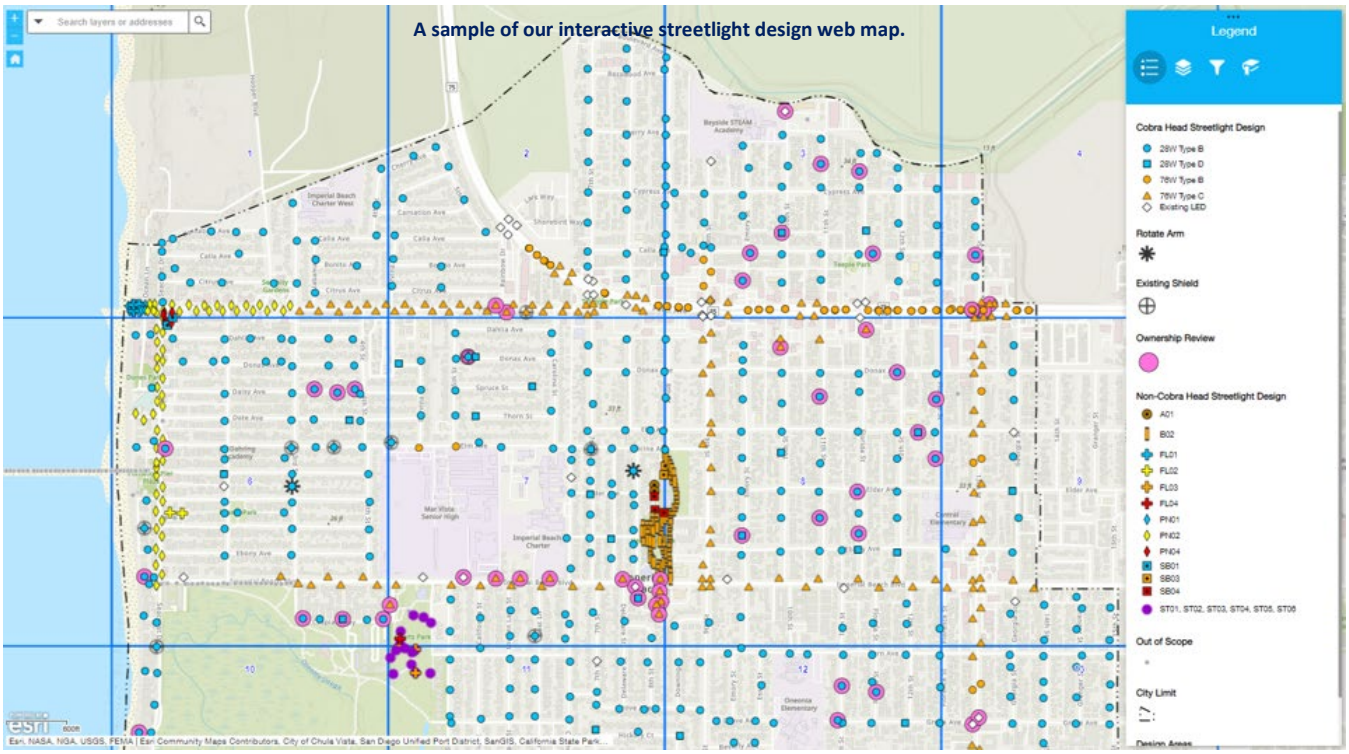
Using the photometric renderings, our team will make recommendations on replacement LED fixtures that will meet or exceed the existing lighting levels while not over-lighting the streets. The specific fixtures chosen will be based on the audited attributes of the lights in the City, including road type, wattage, distribution type, pole height, spacing etc. These renderings will help to determine the spread of light that we will want to capture and will be a vital building block in creating a standardization plan for the City-wide design.

Please note that we can provide additional photometric-related analyses for this project. For example, some municipalities opt to have us take in-field photometric measurements (photopic/scotopic) to further support the replacement design and to showcase the benefits of the project to the public. We can provide an additional scope of work and pricing for this, upon request.

Our approach to comprehensive design for this project will include the following elements:

- Discussion with Pepco to confirm which fixture types they will agree to maintain. Note that design options may be limited depending on the fixtures that Pepco will agree to own and maintain.
- Assessing the City's needs to understand fixture preferences and determine the most appropriate fixture manufacturer. Our team has developed a list of specific questions that it will present to the City during the discussions (e.g., cost as a weighted priority and/or fixture specification, and/or twenty-year savings, etc.
- Organizing the streetlight infrastructure by roadway classifications (such a residential, collector and arterial) and conducting a minimum of three theoretic photometric renderings for replacement fixtures of the City's preferred fixture brands and lines. Developing theoretic photometric renderings for one typical existing fixture per main roadway classification (one for residential, one for collector and one for arterial) to demonstrate baseline conditions and aid in fixture and manufacturer selection. Please note these theoretical photometric renderings are distinct from photometric overlays, which can be provided upon request (and for an additional price).
- Applying standard LED replacement lumen recommendations based on the location of each existing fixture.
- Addressing distribution pattern needs for the specific roadway types and neighborhood characteristics (such as cul-de-sac locations) and shielding needs to ensure a tight light distribution pattern and minimize backlighting.
- Conferring with the City's safety coordinators and police officers to solicit feedback on areas that are currently over- or under-lit and are public safety concerns. Based on this feedback, as well as the data collected in the audit, we will analyze the current spacing configurations for the standard streetlights to determine any over or under-lit areas throughout the City. Where deficiencies are identified, we will provide theoretical photometrics for typical installation options. We will also identify any areas where pole removals are recommended.
- Reviewing additional data sets (upon request and only if there is readily available GIS data) to identify potential areas in need of special consideration (such as available data on important localized land uses (e.g., parks, schools, hospitals, etc.), pedestrian, vehicle use and crash data, important localized land uses, relative volumes of pedestrian and bicycle activity, unique neighborhood characteristics) and incorporating the analysis of the additional data into the design recommendations.
- Selecting appropriate wattages and distribution types for replacement fixtures to meet the City's needs, while maintaining the objective of providing a simplified design that standardizes inventory (so that the system has consistency and can be more easily maintained over time).
- Applying the City's preferred products, typical models and special considerations to its GIS inventory to produce maps of the type and wattages by location (see sample map below), as well as an analysis of the total cost, incentives, savings, and payback for the potential retrofit design.

We provide an interactive design web map to facilitate our design process. Please see the graphic below.



A sample of our interactive streetlight design web map.

Deliverables:

- Photometric Renderings: Renderings of theoretical photometric analyses and corresponding files used to generate the layouts of the proposed LED replacement system.
- Replacement Plan Maps: City-wide maps with recommended LED replacement wattages and attributes, as well as recommended controls, for the City to review and approve. These maps will be available as an online deliverable through the end of the project, at which point the City will be provided with all of the data included in the Replacement Plan Maps in shapefile format.
- Recommended Product Submittals: Technical specification submittal sheets for recommended products, including controls products.

Task 6: Bid Coordination

Tanko Lighting has extensive experience with assisting municipalities with developing public Requests for Proposals involving the installation tasks and materials for LED lighting conversions. Our team has the expertise to develop solicitations with the appropriate qualifications and requirements to ensure that the City obtains the right installation contractor and materials for this project.

Our approach involves the following activities:

- Product Specifications: We will prepare the product specifications based on the City's preferences and submit these to the City for review so that the approved versions are ultimately included in bid documents.

- Installation Specifications: Our team will develop the bid documents for the installation/materials bid and will ensure they include:
  - Description of work
  - Required installation schedule

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- Reference standards
- Submittals
- Quality assurance
- Warranty
- Installation
- Field quality control
- Adjusting and cleaning
- Disposal
- Requirements for handling any potential field issues, including no power, missing wire, etc.
- Safety standards
- Equipment requirements
- Licensing/reporting requirements
- Pricing requirements/templates
- Communication requirements, including pre-construction and regular project progress meetings, as well as data collection, training, documentation, and reporting requirements
- Minimum qualifications

- Procurement Coordination: Once the bid is released, our team will support the City with the development of responses to questions and any necessary addenda documents, as well as assist with bid reviews and interviews, as needed.

Deliverables:

- Bid Documents: Draft language and supporting materials for the City's installation and materials bid. We will use the City's existing installation and materials bid templates to create these drafts.

Task 7: Installation Management

Tanko Lighting will ensure that the selected installation contractor utilizes professionals, properly trained in and abiding by all regulatory and industry safety standards. The installation contractor will be fully insured and responsible for meeting all federal, state, and local codes and laws.

The installation contractor will provide safety, installation, traffic control, and environmental disposal services for this project. The installation contractor's efforts will be directed by a foreman, who will be responsible for all logistics and field installation, including safety and traffic control, and all management of field staff. The installation contractor will provide all the required safety equipment for the project.

Completion of the project commissioning (see below) will coincide at the end of the installation phase to quickly address any errors, punch list items, or troubleshooting needs.

Utilizing the data from the design process, we will develop installation maps (a sample can be provided upon request) and provide to installers and relevant City staff for accurate project tracking.

An additional feature of Tanko Lighting's approach is that its GPS data collection activities are integrated throughout project implementation – as a routine practice. We can stay intimately involved with the daily installation phase via its data collection protocols that are required of all installers. We will ensure that installers are equipped with handheld devices and train them in collecting relevant data on both the HPS fixtures being removed, as well as the LED fixtures being installed. Installers will be required to collect data at every location and transmit it *in real time* to Tanko Lighting. We can

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track each crew's daily progress via time-stamped data on every fixture location. This not only enables our team to know every location where each crew has been, it also allows us to track the routes that each crew has used and any inefficiencies in the process. We review this information daily, which allows us to provide immediate instruction to crews on any course corrections necessary. Our proven experience with managing installation crews through data collection activities routinely integrated into the installation phase ensures the accuracy and accountability of project partners.

Upon installation, Pepco will be responsible to serve as first-responder to all outages, shall identify locations where warranty-related work is necessary, and will notify the installation contractor of the warranty-related locations so that a remedy can be implemented.

Given Tanko Lighting's significant focus on thorough data collection during both the audit and installation phases, approximately ninety-five percent of the commissioning efforts take place during the time of installation. This is because our team can quickly validate the installation data against the confirmed audit data (which is validated against utility records during the Data Reconciliation phase) and accurately identify any locations where both data sets do not match. This ensures tremendous precision that establishes a finite subset of the installation locations that require additional review.

Upon completion of the installation, Tanko Lighting will ensure that the installers perform final inspection on all fixtures, correct any "punch list" items, test lights to ensure that they work, and identify locations where repair needs Pepco assistance. Tanko Lighting will provide the City with a complete commissioning report outlining any errors and actions taken to correct errors.

Deliverables

- Weekly Installation Report: A detailed listing of the locations completed during the installation phase, along with maps corresponding to locations.
- Commissioning Report: Detailed analysis of final installation verification and testing, including an outline of any errors and actions taken to correct errors.

Task 8: Inventory Updates and Installation Close-Out

We will coordinate with Pepco on changing tariffs to the newly installed LED fixture rates. We will prepare the necessary documentation, submit required documentation to Pepco, confirm the materials have been received and obtain the timing for the modification to be processed. If known, we will provide the contact information for the appropriate party addressing any rate changes for the City. Based on the timeframe provided by Pepco, the City staff may need to confirm that the modification appears in the City utility bills. If there are any inquiries from Pepco to the City regarding the submitted applications, we will assist the City with responding to any questions.

Additionally, we will assist in drafting any necessary documentation to officially "gift" the LED streetlight fixtures to Pepco at the conclusion of the installation.

Finally, our team will coordinate all final reporting and data requirements to ensure that the City considers the project to be compliant and complete. This includes finalizing the GIS layer with design and construction data and providing this final inventory data to Pepco. We will also provide contacts and the process for warranty support with the manufacturer(s), should it be necessary.

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Deliverables

- Rate Change Documentation: A compilation of copies of paperwork submitted and processed with Pepco regarding tariff changes.
- Draft Fixture Ownership Transfer Documentation: Drafted documentation necessary to officially "gift" Pepco with the installed LED streetlight fixtures.
- Final Reporting Documentation: Final requirements necessary to process the tariff changes with the City, as well as post-construction electronic GIS records for all newly installed streetlights in the City, including all wattages, badge numbers, locations, and other associate attributes, and environmental disposal documentation.

Task 9: Development of Streetlight Master Plan

Although Pepco will continue to own and maintain the streetlight system, the City will need a general Streetlight Master Plan to identify the LED fixture standards that should be used when new streetlight installations take place throughout the City. To that end, we will develop a Streetlight Master Plan via the following activities:

- Facilitate initial needs assessment conversations with the City to determine the elements needed in the plan
- Review any existing streetlight standards the City already has in place
- Draft specifications based on the LED streetlights installed
- Develop the initial draft of the Streetlight Master Plan (which, depending on the City's needs, will include installation and operations standards, policies for both existing and new developments, residential and commercial lighting standards, and intersection standards)
- Review the first draft of the Streetlight Master Plan with the City
- Integrate the City's feedback into the development of a second draft of the Streetlight Master Plan
- Review the second draft of the Streetlight Master Plan with the City
- Integrate the City's feedback into the development of a final draft of the Streetlight Master Plan

Deliverables:

- First Draft Streetlight Master Plan: An initial draft of the Streetlight Master Plan.
- Second Draft Streetlight Master Plan: A second draft of the Streetlight Master Plan, based on the City's feedback of the initial draft.
- Final Draft Streetlight Master Plan: A final draft of the Streetlight Master Plan, based on the City's feedback of the second draft.

Task 10: Grant Application Assistance

We understand that the City is interested in pursuing funding through the Streetlight and Outdoor Lighting Efficiency (SOLE) Grant for this project. Upon completion of Tasks 1 and 2, we will assist by identifying which fixtures (if any) the City owns and working with City staff to complete the City's grant application.

Deliverables:

- City-Owned Streetlight Inventory: A list of the City-owned streetlight fixtures and locations.
- Draft Grant Application: Draft grant application paperwork and any supporting documentation.

ESTIMATED SCHEDULE

Please find our estimated project timeline in Appendix A.

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PRICING

Please note that this pricing is valid for sixty (60) days from the date of this proposal.

Project Pricing			
Task	**Estimated Quantity***	**Unit Price**	**Cost**
Task 1 – Utility Negotiations	1	$46,500.00	$46,500.00
Task 2 – Audit	1,400	$23.00	$32,200.00
Task 3 – Data Reconciliation	1,400	$7.00	$9,800.00
Task 4 – Field Issues Report	1	$3,500.00	$3,500.00
Task 5 – Design	1,400	$12.50	$17,500.00
Task 6 – Bid Coordination (Materials & Installation)	2	$6,250.00	$12,500.00
Task 7 – Installation Management	1,400	$10.00	$14,000.00
Task 8 – Inventory Updates & Installation Closeout	1	$14,500.00	$14,500.00
Task 9 – Master Plan	1	$20,000.00	$20,000.00
Task 10 – Grant Application Assistance	1	Included	Included
		Total Contract Amount	**$170,500.00**

* Note that the estimated quantities will be confirmed at the completion of the audit.

Pricing Notes:
Please note the following regarding our pricing:

- Estimated Quantities: Each additional streetlight more than the estimated quantity of 1,400 will be invoiced at the per unit cost listed in the table above.
- Task 1: Assumes 8 meetings with the City and an additional 4 meetings with the City and Utility.
- Task 3: The cost for data reconciliation will vary greatly depending on the quality of data and fields available in the utility inventory. This pricing assumes that spatial data (latitude/longitude), pole numbers, lamp type, wattage and a descriptive address are provided for each record in Pepco's inventory. Depending on the information available, we may need to either adjust pricing to reflect the additional work required for this task, or if no usable data can be provided by Pepco, request that Pepco completely replace its inventory with the audited inventory and update its bills accordingly.
- Task 5: Assumes the quantity of non-cobra head lights that require design makes up 12.5% of the system or less.
- Task 6: Assumes City has materials and installation bid templates that the City would like Tanko Lighting to use.

Proposed Payment Terms:

- We will invoice the City monthly, based on the percentage of each task completed each month.
- The City shall pay Tanko Lighting within thirty (30) days of receipt of invoices.

APPENDICES

-Appendix A – Estimated Project Schedule

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National Experience

State	Project Count	Fixture Count
Arkansas	1	16
Arizona	1	40,000
California	80	311,340
Colorado	13	25,706
Connecticut	48	62,984
Florida	1	900
Georgia	1	10,000
Hawaii	1	3,500
Illinois	1	1,800
Maryland	1	2,500
Massachusetts	56	84,042
Maine	2	840
Michigan	1	3,300
Missouri	2	6,613
Montana	1	6,000
Nebraska	4	4,343
New Jersey	2	13,535
New Hampshire	4	803
New York	6	43,808
Ohio	5	41,678
Tennessee	2	3,349
Texas	9	199,390
Washington	8	12,715

Proven Process

Sole Focus on Municipal Streetlighting

523,000+ Streetlights Acquired

70,000+ Fixtures Maintained

California Contracts Total: 80 Total Fixtures: 311,340			
Municipality	**Type**	**Fixture Count**	**Scope of Work**
Alameda, CA	Municipal Utility	3,200	Audit, Data Reconciliation, & Design
Antioch, CA (Project 1)	City	9,924	Audit, Data Reconciliation, Design, & Photometric Study
Antioch, CA (Project 2)			Turnkey LED Conversion
Bakersfield, CA	City	3,000	Turnkey Decorative LED Conversion
Baldwin Park, CA	City	450	Turnkey LED Conversion
Bell, CA (Project 1)	City	1,600	Turnkey LED Conversion
Bell, CA (Project 2)			Maintenance Services
Berkeley, CA (Project 1)	City	8,000	Turnkey LED Conversion
Berkeley, CA (Project 2)		3,200	Pole Inspection & Conditions Assessment
Capitola, CA	City	1,500	Ownership Feasibility Analysis
Chino Hills, CA (Project 1)	City	4,450	Turnkey LED Conversion
Chino Hills, CA (Project 2)			Maintenance Services
Chino Hills, CA (Project 3)		1,200	Ownership Support
Claremont, CA	City	1,300	Turnkey LED Conversion
Clovis, CA	City	9,400	Feasibility Analysis
Coalinga, CA (Project 1)	City	750	Ownership Feasibility Analysis
Coalinga, CA (Project 2)			Ownership Support
Corona, CA	City	8,700	Material Procurement, Installation (Fixtures & Controls), & Rebate/Rate Change
Corte Madera, CA	Town	819	Turnkey LED Conversion
Cupertino, CA (Project 1)	City	3,000	Turnkey LED Conversion
Cupertino, CA (Project 2)		374	Ownership Feasibility Analysis
Fresno, CA	City	360	LED Streetlight Material & Install
Fullerton, CA	City	6,600	Turnkey LED Conversion
Glendora, CA	City	2,500	Ownership Support
Goleta, CA	City	1,575	Turnkey LED Conversion & Maintenance Services
Hayward, CA	City	7,700	Turnkey LED Conversion
Imperial Beach, CA (Project 1)	City	1,010	Audit & Data Reconciliation
Imperial Beach, CA (Project 2)		532	Ownership Support
La Puente, CA (Project 1)	City	2,100	Turnkey LED Conversion
La Puente, CA (Project 2)			Maintenance Services
La Verne, CA	City	2,500	Audit, Data Reconciliation, Design, Feasibility Analysis, & Ownership Support
Larkspur, CA	Town	770	Turnkey LED Conversion
Lawrence Berkeley National Laboratory (Project 1)	Lab	1,400	Audit, Data Reconciliation, Specifications Development, & Controls Installation (30 fixtures)
Lawrence Berkeley National Laboratory (Project 2)		300	Exterior Fixture LED Conversion & Controls Installation
Lodi, CA	Municipal Utility	7,200	Turnkey LED Conversion
Modesto, CA	Municipal Utility	9,000	Turnkey LED Conversion
Monrovia, CA	City	35	Pilot - Streetlight LED Conversion
Morgan Hill, CA	City	2,500	Turnkey LED Conversion
Mountain View, CA	City	4,206	Design Assistance, & LED Replacement Streetlight Fixtures
Napa, CA	City	4,500	Turnkey LED Conversion
Oakland, CA (Project 1)	City	37,000	Audit, Commissioning, & Data Reconciliation
Oakland, CA (Project 2)		526	Turnkey LED Conversion
Oakley, CA	City	3,395	Ownership Feasibility Analysis
Orange, CA	City	4,400	Ownership Feasibility Analysis
Paso Robles, CA (Project 1)	City	557	Downtown Streetlight Master Plan
Paso Robles, CA (Project 2)			Streetlight Data Reconciliation Project
Pico Rivera, CA (Project 1)	City	4,500	Turnkey LED Conversion
Pico Rivera, CA (Project 2)			Maintenance Services
Pico Rivera, CA (Project 3)		1,100	Ownership Support
Pleasanton, CA	City	4,400	Inventory Audit, Data Reconciliation, Design, & Project Management Services
Poway, CA	City	3,600	Turnkey LED Conversion
Rancho Cordova, CA	City	6,500	Turnkey LED Conversion
Rancho Cucamonga, CA (Project 1)	City	15,000	Turnkey LED Conversion
Rancho Cucamonga, CA (Project 2)			Maintenance Services
Redlands, CA	City	5,577	Turnkey LED Conversion
San Bruno, CA	City	2,000	Turnkey LED Conversion
San Rafael, CA	City	813	Turnkey LED Conversion
Santa Ana, CA	City	11,500	Audit, Design, Data Reconciliation, & Ownership Support
Santa Clara, CA	Municipal Utility	3,000	Turnkey LED Conversion
Santa Clarita, CA (Project 1)	City	22,936	Pole Inspection, Turnkey LED Conversion

California (Continued) Contracts Total: 80 Total Fixtures: 311,340			
Santa Clarita, CA (Project 2)	City	22,936	Maintenance Services
Santa Clarita, CA (Project 3)			Maintenance Support Services & Streetlight Master Plan
Santa Cruz, CA	City	995	Ownership Support
Santa Fe Springs, CA	City	6,500	LED Pilot Installation, Financial, & Feasibility Analysis
Signal Hill, CA	City	1,300	Audit, Data Reconciliation, Design, Feasibility Analysis, & Ownership Support
Simi Valley, CA	City	8,000	Turnkey LED Conversion
Sonoma, CA	City	1,200	Turnkey LED Conversion
Stanton, CA	City	1,300	Turnkey LED Conversion
Sunnyvale, CA	City	7,000	Turnkey LED Conversion
Thousand Oaks, CA	City	7,900	Ownership Support & Smart City Feasibility Analysis
Tustin, CA (Project 1)	City	3500	Turnkey LED Conversion
Tustin, CA (Project 2)		500	Ownership Support
Twentynine Palms, CA (Project 1)	City	616	Audit & Data Reconciliation
Twentynine Palms, CA (Project 2)		168	Sports Lighting LED Conversion
Vacaville, CA	City	3,980	Inventory Audit, Data Reconciliation, & Design Services
Vallejo, CA	City	9,000	Turnkey LED Conversion
Ventura, CA	City	9,000	Ownership Support
Vista, CA	City	2,300	Turnkey LED Conversion
Walnut Creek, CA	City	3,122	Ownership Feasibility Analysis
West Hollywood, CA	City	2,500	Audit, Data Reconciliation, Feasibility Analysis, Pilot Installations, Distribution Pole Ownership Assistance, & Maintenance Services

Colorado

Contracts Total: 13 Total Fixtures: 25,706

Municipality	Type	Fixture Count	Scope of Work
Arvada, CO	City	7,675	Streetlight Audit, Data Reconciliation, & Ownership Feasibility Analysis
Centennial, CO	City	2,953	Ownership Support
Erie, CO (Project 1)	Town	1827	Ownership Feasibility Analysis
Erie, CO (Project 2)			Audit & Data Reconciliation
Erie, CO (Project 3)			Ownership Support
Erie, CO (Project 4)			Streetlight Master Plan
Louisville, CO	City	143	Ownership Support, Feasibility Analysis, Decorative LED Design, Audit, & Data Reconciliation
Northglenn, CO	City	2,231	Audit, Data Reconciliation, & Lighting Deficiency Analysis
Thornton, CO	Town	8899	Streetlight Ownership Feasibility Analysis
Windsor, CO (Project 1)	Town	1,978	Ownership Feasibility Analysis
Windsor, CO (Project 2)			Audit, Data Reconciliation, & Ownership Support
Windsor, CO (Project 3)			Streetlight Master Plan
Windsor, CO (Project 4)			Streetlight Maintenance Support

Connecticut

Contracts Total: 48 Total Fixtures: 62,984

Municipality	Type	Fixture Count	Scope of Work
Berlin, CT (Project 1)	Town	2,537	Turnkey LED Conversion
Berlin, CT (Project 2)			Maintenance Services
Bristol, CT	Town	5,500	Turnkey LED Conversion
Chester, CT (Project 1)	Town	313	Turnkey LED Conversion
Chester, CT (Project 2)			Maintenance Services
Darien, CT (Project 1)	Town	843	Turnkey LED Conversion
Darien, CT (Project 2)			Maintenance Services
East Lyme, CT (Project 1)	Town	1,498	Turnkey LED Conversion
East Lyme, CT (Project 2)			Maintenance Services
Farmington, CT (Project 1)	Town	1,728	Turnkey LED Conversion
Farmington, CT (Project 2)			Maintenance Services
Gales Ferry, CT	Town	87	Turnkey LED Conversion
Glastonbury, CT	Town	1000	Turnkey LED Conversion
Granby, CT (Project 1)	Town	157	Turnkey LED Conversion
Granby, CT (Project 2)			Maintenance Services
Groton Utilities, CT	Municipal Utility	2,256	Turnkey LED Conversion
Groton, CT (Project 1)	Town	1,550	Turnkey LED Conversion
Groton, CT (Project 2)			Maintenance Services
Jewett City, CT	Borough	220	Turnkey LED Conversion
Ledyard, CT	Town	292	Turnkey LED Conversion
Mansfield, CT (Project 1)	Town	800	Turnkey LED Conversion
Mansfield, CT (Project 2)			Maintenance Services

Connecticut (Continued) Contracts Total: 48 Total Fixtures: 62,984			
Meriden, CT (Project 1) Meriden, CT (Project 2)	City	4,799	Turnkey LED Conversion Maintenance Services
Middlefield, CT (Project 1) Middlefield, CT (Project 2)	Town	351	Turnkey LED Conversion Maintenance Services
Middletown, CT (Project 1) Middletown, CT (Project 2)	City	5,080	Turnkey LED Conversion Maintenance Services
Montville, CT (Project 1) Montville, CT (Project 2)	Town	1,777	Turnkey LED Conversion Maintenance Services
New London, CT	City	2,516	Turnkey LED Conversion
Norwich, CT	Municipal Utility	5049	Turnkey LED Conversion
Old Lyme, CT (Project 1)	Town	396	Turnkey LED Conversion
Old Lyme, CT (Project 2)	Town		Maintenance Services
Putnam (Spc District), CT	Town	858	Audit, Data Reconciliation
Rocky Hill, CT	Town	1,683	Audit, Data Reconciliation
South Norwalk Electric & Water, CT	Municipal Utility	1,116	Turnkey LED Conversion
Sterling, CT	Town	75	Turnkey LED Conversion
Stonington, CT	Town	1,700	Ownership Support & Turnkey LED Conversion
Suffield, CT (Project 1) Suffield, CT (Project 2)	Town	680	Full Turnkey LED Conversion Maintenance Services
Vernon, CT (Project 1) Vernon, CT (Project 2)	Town	1,669	Turnkey LED Conversion Maintenance Services
Waterbury, CT	City	7250	Audit, Data Reconciliation, Design, & Rebate/Rate Changes
Waterford, CT	City	1,976	Full Turnkey LED Conversion
West Hartford, CT	Town	6,500	Full Turnkey LED Conversion
Wolcott, CT (Project 1) Wolcott, CT (Project 2)	Town	728	Turnkey LED Conversion Maintenance Services

Massachusetts Contracts Total: 56 Total Fixtures: 84,042			
Municipality	**Type**	**Fixture Count**	**Scope of Work**
Andover, MA	Town	1,564	Turnkey LED Conversion
Ayer, MA	Town	520	Turnkey LED Conversion & Controls
Billerica, MA	Town	2,600	Turnkey LED Conversion
Boston, MA	City	4,000	Audit, Data Reconciliation of Decorative Fixtures
Bridgewater, MA	Town	1,286	Turnkey LED Conversion
Burlington, MA	City	2,400	Turnkey LED Conversion
Clinton, MA	Town	923	Turnkey LED Conversion
Dalton, MA	Town	740	Turnkey LED Conversion
Dracut, MA	Town	1,555	Turnkey LED Conversion
Dudley, MA	Town	600	Turnkey LED Conversion
Duxbury, MA	Town	343	Turnkey LED Conversion
Erving, MA	Town	163	Turnkey LED Conversion
Everett, MA	City	2,965	Turnkey LED Conversion
Franklin, MA	Town	1,648	Turnkey LED Conversion
Gardner, MA	City	1,532	Turnkey LED Conversion
Grafton, MA	Town	860	Turnkey LED Conversion
Hanover, MA	Town	505	Turnkey LED Conversion
Hopkinton, MA	Town	563	Turnkey LED Conversion
Leominster, MA	City	3,637	Turnkey LED Conversion & Controls
Lexington, MA	Town	2,700	Turnkey LED Conversion
Longmeadow, MA	Town	1,500	Turnkey LED Conversion
Lowell, MA	City	7,000	Turnkey LED Conversion
Malden, MA	City	3,694	Turnkey LED Conversion
Manchester-by-the-Sea, MA	Town	363	Turnkey LED Conversion
Marion, MA	City	350	Turnkey LED Conversion
Medford, MA	City	4,618	Turnkey LED Conversion
Millis, MA	Town	436	Turnkey LED Conversion
Nahant, MA	Town	565	Turnkey LED Conversion
Nantucket, MA	Town	798	Feasibility Analysis
Newbury, MA	Town	500	Turnkey LED Conversion
North Andover, MA	Town	1,302	Turnkey LED Conversion
Northbridge, MA	Town	1,181	Turnkey LED Conversion
Oxford, MA	Town	945	Turnkey LED Conversion

Massachusetts (Continued) Contracts Total: 56 Total Fixtures: 84,042			
Palmer, MA (Project 1) Palmer, MA (Project 2)	Town	902	Turnkey LED Conversion Maintenance Services
Rockport, MA	Town	771	Audit, Design, & Ownership Support
Saugus, MA	Town	2,850	Turnkey LED Conversion, Controls
Sharon, MA	Town	1,600	Turnkey LED Conversion
Somerville, MA	City	4,842	Audit, Design/Installation Management
Spencer, MA	Town	885	Turnkey LED Conversion
Sudbury, MA	Town	591	Turnkey LED Conversion
Walpole, MA (Project 1)	Town	2,092	Turnkey LED Conversion
Walpole, MA (Project 2)	Town	224	Exterior Lights Audit & Data Reconciliation
Ware, MA	Town	823	Turnkey LED Conversion
Warren, MA (Project 1) Warren, MA (Project 2)	Town	437	Turnkey LED Conversion Maintenance Services
Watertown, MA	City	783	Turnkey LED Conversion
Wayland, MA	Town	714	Turnkey LED Conversion
Webster, MA	Town	1,485	Turnkey LED Conversion
Westfield Electric MUNI Utility, MA	Municipal Utility	4,000	Design and Photometrics
Westport, MA	Town	205	Turnkey LED Conversion
Weymouth, MA	Town	3,720	Turnkey LED Conversion & Controls
Williamstown, MA (Project 1) Williamstown, MA (Project 2)	Town	627	Turnkey LED Conversion Maintenance Services
Winchendon, MA	Town	564	Turnkey LED Conversion
Winchester, MA	Town	1,571	Turnkey LED Conversion

Maine Contracts Total: 2 Total Fixtures: 840			
Municipality	**Type**	**Fixture Count**	**Scope of Work**
Brewer, ME	City	600	Turnkey LED Conversion
Orono, ME	Town	240	Turnkey LED Conversion

Missouri Contracts Total: 2 Total Fixtures: 6,613			
Municipality	**Type**	**Fixture Count**	**Scope of Work**
Ballwin, MO	City	2,113	Ownership Support
O'Fallon, MO	City	4,500	Ownership Support

Nebraska Contracts Total: 4 Total Fixtures: 4,343			
Municipality	**Type**	**Fixture Count**	**Scope of Work**
Aurora, NE	City	200	Audit & Data Reconciliation
Howells, NE	Village	200	Audit & Data Reconciliation
Kearney, NE	City	3,306	Audit & Data Reconciliation
Nebraska Public Power District, NE	Municipal Utility	637	Audit, Data Reconciliation, & Design

New Jersey Contracts Total: 2 Total Fixtures: 13,535			
Municipality	**Type**	**Fixture Count**	**Scope of Work**
Jackson, NJ	Township	4,235	Feasibility Analysis
Toms River, NJ	Township	9,300	Audit, Data Reconciliation, Design, & Ownership Support

New Hampshire Contracts Total: 4 Total Fixtures: 803			
Municipality	**Type**	**Fixture Count**	**Scope of Work**
Goffstown, NH	Town	460	Turnkey LED Conversion
Jaffrey, NH	Town	151	Turnkey LED Conversion
Londonderry, NH	Town	143	Turnkey LED Conversion
North Stratford, NH	Town	49	Turnkey LED Conversion

New York
Contracts Total: 6 Total Fixtures: 43,808

Municipality	Type	Fixture Count	Scope of Work
Buffalo, NY	City	33,000	LED Conversion & Ownership Feasibility Analysis
East Rochester, NY	City	887	Ownership Feasibility Analysis
Geneva, NY	City	1,696	Turnkey LED Conversion
Gloversville, NY	City	1,243	Ownership Feasibility Analysis, Ownership Support, & Turnkey LED Conversion
Hamburg, NY	City	6,049	Audit, Data Reconciliation, & Design
Ogdensburg, NY	City	933	Turnkey LED Conversion

Ohio
Contracts Total: 5 Total Fixtures: 41,678

Municipality	Type	Fixture Count	Scope of Work
Athens, OH	City	1,100	Audit, Data Reconciliation, Design, Ownership Feasibility Analysis, & Ownership Support
Cincinnati, OH	City	31,762	Audit, Data Reconciliation, Streetlight Repair Support
Independence, OH	City	1,000	Audit, Data Reconciliation, Design, Ownership Support, & Ownership Feasibility Analysis
Warren, OH	City	5,319	Ownership Feasibility Analysis
Zanesville, OH	City	2,497	Audit & Data Reconciliation

Tennessee
Contracts Total: 2 Total Fixtures: 3,349

Municipality	Type	Fixture Count	Scope of Work
Paris, TN	City	2,541	Turnkey LED Conversion (Subcontractor to Prime)
Rockwood, TN	City	808	Turnkey LED Conversion (Subcontractor to Prime)

Texas
Contracts Total: 9 Total Fixtures: 199,390

Municipality	Type	Fixture Count	Scope of Work
Coppell, TX	City	3,152	Ownership Feasibility Analysis
Corinth, TX	City	898	Audit, Data Reconciliation, Design, & Ownership Support
Grapevine, TX	City	2,700	Audit & Ownership Feasibility Analysis
Houston, TX	City	175,000	Streetlight Ownership/Maintenance Plan
Keller, TX	City	3,200	Ownership Feasibility Analysis
Killeen, TX	City	4,440	Audit, Data Reconciliation, Design, & Ownership Support
Round Rock, TX (Project 1)			Ownership Support
Round Rock, TX (Project 2)	City	10,000	Audit & Data Reconciliation
Round Rock, TX (Project 3)			LED Conversion Design & Final Ownership Transfer Support

Washington
Contracts Total: 8 Total Fixtures: 12,715

Municipality	Type	Fixture Count	Scope of Work
Bremerton, WA (Project 1)	City	1,675	Ownership Feasibility Analysis
Bremerton, WA (Project 2)			Lighting Deficiency Study
Chelan County Public Utility District, WA	Municipal Utility	7,000	Audit, Data Reconciliation, & Design
Des Moines, WA	City	1,719	Ownership Feasibility Analysis
Maple Valley, WA	City	419	Ownership Feasibility Analysis
Newcastle, WA	City	769	Ownership Feasibility Analysis
SeaTac, WA (Project 1)	City	1,133	Ownership Feasibility Analysis
SeaTac, WA (Project 2)			Ownership Support

Various States
Contracts Total: 9 Total Fixtures: 68,016

Municipality	Type	Fixture Count	Scope of Work
Carbondale, IL	City	1,800	Audit & Data Reconciliation
Columbia County, GA	County	10,000	Streetlight Master Plan
Gilbert, AR	Town	16	Ownership Support
Hyattsville, MD	City	2,500	Ownership Feasibility Analysis
Kauai Island Utility Cooperative, HI	Municipal Utility	3,500	Turnkey LED Conversion & Controls
Mesa, AZ	City	40,000	Development of Street Light Master Plan
Miami Lakes, FL	City	900	Turnkey LED Conversion
Missoula, MT	City	6,000	Ownership Feasibility Analysis
Royal Oak, MI	City	3,300	Audit & Data Reconciliation