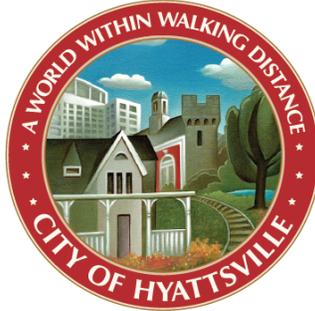


# City of Hyattsville

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



## Agenda Regular Meeting

Register in advance for this webinar:

[https://zoom.us/webinar/register/WN\\_aWqLgmGCQXKm-B5gA5bFcA](https://zoom.us/webinar/register/WN_aWqLgmGCQXKm-B5gA5bFcA)

**Monday, March 15, 2021**

**7:00 PM**

**Virtual**

## City Council

**Kevin Ward, Interim Mayor, Ward 1**  
**Carrianna Suiter, Council Vice President, Ward 3**

**Bart Lawrence, Ward 1**

**Robert S. Croslin, Ward 2**

**Danny Schaible, Ward 2**

**Ben Simasek, Ward 3**

**Edouard Haba, Ward 4**

**Daniel Peabody, Ward 4**

**Joseph Solomon, Ward 5**

**Erica Spell Wolf, Ward 5**

## **ADMINISTRATION**

**Tracey E. Douglas, City Administrator**

**Laura Reams, City Clerk, 301-985-5009, [cityclerk@hyattsville.org](mailto:cityclerk@hyattsville.org)**

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

**AGENDA/PACKET:** The Agenda/Packet is available for review at the Hyattsville Municipal Building and online at [www.hyattsville.org](http://www.hyattsville.org) prior to the scheduled meeting (generally available no later than the Friday prior to the scheduled Monday meeting). Please note, times given for agenda items are estimates only. Matters other than those indicated on the agenda may also be considered at Council discretion.

**AMERICANS WITH DISABILITY ACT:** In compliance with the ADA, if you need special assistance to participate in this meeting or other services in conjunction with this meeting, please contact the City Clerk's Office at (301) 985-5009. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

**AUDIBLE DEVICES:** Please ensure all audible devices are turned off or otherwise not audible when the City Council is in session. Thank you.

**PUBLIC INPUT:** If you wish to address the Council during the Public Comment period, please submit an Audience Participation Form to the City Clerk prior to the beginning of the meeting. Matters identified during Public Comment that are not on that meeting's agenda will be referred to staff for follow-up or considered on a future agenda. Issues that require a response will be addressed publicly at the next regular Council meeting. Speakers are requested to keep their comments to no more than two (2) minutes per speaker. Written comments or supporting documents may be turned in to the City Clerk for distribution to the Mayor and Council.

**WAYS TO WATCH THE MEETING LIVE:** City Council meetings are broadcast live on cable television channel 71 (Comcast) and channel 12 (Verizon). You may also view meetings live online at [hyattsville-md.granicus.com/MediaPlayer.php?camera\\_id=2](http://hyattsville-md.granicus.com/MediaPlayer.php?camera_id=2)

**REPLAY SCHEDULE:** The meetings will be re-broadcast on cable television, channel 71 (Comcast) and channel 12 (Verizon) daily at 7:00 a.m., 1 p.m., and 8 p.m. Meetings are also able for replay online at [www.hyattsville.org/meetings](http://www.hyattsville.org/meetings).

**CITY INFORMATION:** Sign up to receive text and email notifications about Hyattsville events, government, police and programs at [www.hyattsville.org/list.aspx](http://www.hyattsville.org/list.aspx)

**INCLEMENT WEATHER:** In the event of inclement weather, please call 301-985-5000 to confirm the status of the Council meeting.

**Meeting Notice:**

As we continue to take precautions due to the COVID-19 (Coronavirus) pandemic, the Hyattsville City Council will hold its meeting on Monday, March 15, 2021 remotely via video conference. The Council meeting will be conducted entirely remotely; there will be no in-person meeting attendance.

The meeting will be broadcast live on cable television channel 71 (Comcast), channel 12 (Verizon), and available via live stream at [www.hyattsville.org/meetings](http://www.hyattsville.org/meetings).

**PUBLIC PARTICIPATION:**

Public comment may be made using the e-comment feature at [www.hyattsville.org/meetings](http://www.hyattsville.org/meetings) or by emailing [cityclerk@hyattsville.org](mailto:cityclerk@hyattsville.org). All electronic comments must be submitted by 5 PM on March 15, 2021. Comments received will be read by City staff during the public comment portion of the meeting.

Members of the public who wish to attend the virtual Council meeting must register in advance using the link below.

[https://zoom.us/webinar/register/WN\\_aWqLgmGCQXKm-B5gA5bFcA](https://zoom.us/webinar/register/WN_aWqLgmGCQXKm-B5gA5bFcA)

**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-260-FY21](#)

I move that the Mayor and Council approve the City Council meeting minutes of February 16, 2021 and the Public Hearing minutes of March 1, 2021.

**Sponsors:** City Administrator

**Department:** City Clerk

**Attachments:** [Minutes Feb 16 FINAL](#)  
[Minutes Mar 1 2021 PH FINAL](#)

**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. - 7:35 p.m.)****7. Presentations (7:35 p.m. - 7:55 p.m.)**

**7.a) Presentation of the 2021 Election Candidates** [HCC-259-FY21](#)

For Presentation

**Sponsors:** City Administrator

**Department:** City Clerk

**7.b) Magruder Park Renaming - Presentation** [HCC-256-FY21](#)

Presentation

**Sponsors:** City Administrator

**Department:** Community Services

**Attachments:** [Park Name Slides](#)  
[Recommendations Memo Renaming Magruder Park updated 2 11 21](#)

**8. Consent Items (7:55 p.m. - 8:00 p.m.)****8.a) DPW New Construction - Outfitting of New Vehicle Maintenance Bays** [HCC-250-FY21](#)

I move that the Mayor and Council authorize the City Administrator to purchase equipment for the outfitting of the new DPW facility vehicle maintenance bays from Liftnow for an amount not to exceed \$160,000.00. Liftnow was selected because they are a member of the Sourcewell Cooperative Purchasing agreement and can provide both turnkey sales & installation, as well as ongoing maintenance.

**Sponsors:** City Administrator

**Department:** Public Works

**Attachments:** [Hyattsville Exhaust System Quote Through Sourcewell](#)  
[Hyattsville Equipment Portion - Quote through Sourcewell](#)  
[Hyattsville Lube Parts Final](#)  
[Hyattsville Air and Lube Systems](#)

**8.b) Nicholson Street Tree Planting Pilot Project** [HCC-251-FY21](#)

I move that the Mayor and Council Authorize an expenditure not to exceed \$70,000 to Stormwater Management, LLC (SMC) for the installation of Silva Cells and Street trees on the 3100 block of Nicholson Street under their existing contract.

**Sponsors:** City Administrator

**Department:** Public Works

**Attachments:** [2021 02 23 SMC ES-21-054 - Nicholson Street Improvements Construction Phase I, II and III \(1\) \(1\)](#)

**8.c) Award of Building Cleaning Contract** [HCC-252-FY21](#)

I move that the Mayor and Council authorize the City Administrator to enter into an agreement with Sentral Services for cleaning of City buildings and authorize an expenditure not to exceed \$100,000 per year for the life of contract, pending review of the City Attorney.

**Sponsors:** City Administrator

**Department:** Public Works

**Attachments:** [210201 - RFP 20-001 - Sentral Services proposal](#)

**8.d) Award of Landscape Maintenance Contract** [HCC-253-FY21](#)

I move that the Mayor and Council authorize the City Administrator to enter into a contract with Professional Lawn Maintenance Service (PLMS) to provide landscape maintenance in response to a request for proposal, and authorize an expenditure not to exceed \$72,000 for the first year of the contract pending review of the City Attorney.

**Sponsors:** City Administrator

**Department:** Public Works

**Attachments:** [Landscaping Maintenance Attachment \(revised\)](#)

**8.e) Award of Alley Maintenance Contract** [HCC-254-FY21](#)

I move that the Mayor and Council authorize the City Administrator to enter into an agreement with Professional Lawn Maintenance Service (PLMS) for alley maintenance in response to Request for Proposal (RFP) DPW 20-003, for an expenditure not to exceed \$30,000.00 pending review of the City Attorney.

**Sponsors:** City Administrator

**Department:** Public Works

**Attachments:** [RFP DPW 20-003 - Alley maintenance - PLMS proposal](#)

**8.f) Extension of current contract with Johnson, Mirmiran, and Thompson (JMT) [HCC-255-FY21](#)**

I move that the Mayor and Council authorize the City Administrator to execute an extension of two (2) years to the current contract with JMT. There are no other changes to the contract at this time.

**Sponsors:** City Administrator

**Department:** Public Works

**8.g) Magruder Park Renaming - Schedule Public Hearing [HCC-258-FY21](#)**

I move the Mayor and Council schedule a Public Hearing on the Magruder Park renaming suggestions for April 6, 2021 at 6 PM.

**Sponsors:** City Administrator

**Department:** City Clerk

**9. Action Items (8:00 p.m. - 8:15 p.m.)****9.a) Traffic Calming Decision - Oliver Street [HCC-249-FY21](#)**

I move that the Mayor and Council authorize the City Administrator and DPW staff to conduct the following tasks: implement temporary traffic calming measures, conduct additional data collection, and further evaluate infrastructure to achieve traffic calming/mitigation on Oliver Street.

**Sponsors:** City Administrator

**Department:** Public Works

**10. Discussion Items (8:15 p.m. - 8:30 p.m.)****10.a) Magruder Park Renaming - Discussion [HCC-257-FY21](#)**

For Discussion

**Sponsors:** City Administrator

**Department:** City Clerk

**Attachments:** [Park Name Slides](#)  
[Recommendations Memo Renaming Magruder Park updated 2 11 21](#)

**11. Council Dialogue (8:30 p.m. - 8:40 p.m.)****12. Community Notices and Meetings**

**12.a) Main City Calendar March 16 - March 24, 2021**

[HCC-261-FY21](#)

N/A

**Sponsors:** City Administrator

**Department:** City Clerk

**Attachments:** [Main City Calendar Mar 16 - Mar 24, 2021 FINAL](#)

**13. Motion to Adjourn**



# City of Hyattsville

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

## Agenda Item Report

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**File #:** HCC-260-FY21

3/15/2021

4.a)

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Submitted by: Sean Corcoran  
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 City Council meeting minutes of February 16, 2021 and the Public Hearing minutes of March 1, 2021.

**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



## REGULAR MEETING OF THE CITY COUNCIL, HYATTSVILLE MD TUESDAY, FEBRUARY 16, 2021 7:00 PM

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Kevin Ward, W1, Interim Mayor  
Carrianna Suiter, W3, Council Vice President  
Bart Lawrence, W1  
Robert Croslin, W2  
Danny Schaible, W2  
Ben Simasek, W3  
Edouard Haba, W4  
Daniel Peabody, W4 (*arrived at 7:08 p.m.*)  
Joseph A. Solomon, W5  
Erica Spell Wolf, W5

Absent: None

Also present were the following City staff members:  
Tracey Douglas, City Administrator  
Jim Chandler, Assistant City Administrator  
Ron Brooks, City Treasurer  
Lesley Riddle, Director of the Department of Public Works  
Laura Reams, City Clerk  
Sean Corcoran, Deputy City Clerk  
Deputy Chief Scott Dunklee, City of Hyattsville Police Department  
Cheri Everhart, Recreation, Programs, and Events Manager  
Vivian Snellman, Director of Human Resources  
Kate Powers, City Planner

### Meeting Notice:

As we continue to take precautions due to the COVID-19 (Coronavirus) pandemic, the Hyattsville City Council will hold its meeting on Tuesday, February 16, 2021 remotely via video conference. The Council meeting will be conducted entirely remotely; there will be no in-person meeting attendance.

The meeting will be broadcast live on cable television channel 71 (Comcast), channel 12 (Verizon), and available via live stream at [www.hyattsville.org/meetings](http://www.hyattsville.org/meetings).

### PUBLIC PARTICIPATION:

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Members of the public who wish to attend the virtual Council meeting must register in advance using the link below.

[https://zoom.us/webinar/register/WN\\_B1XDTQ-TQUevsLgRj\\_aB2A](https://zoom.us/webinar/register/WN_B1XDTQ-TQUevsLgRj_aB2A)

### 1. Call to Order and Council Roll Call

**Interim Mayor Kevin Ward** called the meeting to order at 7:05 p.m.



**REGULAR MEETING OF THE CITY COUNCIL, HYATTSVILLE MD**  
**TUESDAY, FEBRUARY 16, 2021 7:00 PM**

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**2. Pledge of Allegiance to the Flag**

**3. Moment of Silence**

**4. Approval of Agenda**

|                  |   |
|------------------|---|
| <b>RESULT:</b>   | <b>APPROVED [UNANIMOUS]</b>   |
| <b>MOVER:</b>    | Suiter  |
| <b>SECONDER:</b> | Simasek   |
| <b>AYES:</b>     | Ward, Suiter, Lawrence, Croslin, Schaible, Simasek, Haba, Peabody, Solomon, Spell<br>Wolf |
| <b>ABSENT:</b>   | None  |

**5. Approval of the Minutes**

**5.a) Approval of the Minutes**

[HCC-218-FY21](#)

**Sponsor:** At the request of the City Administrator

**Co-Sponsor(s):** N/A

[Minutes Jan 19, 2021 PH FINAL](#)

[Minutes Jan 19, 2021 CM FINAL](#)

[Minutes Feb 1 FINAL](#)

I move that the Mayor and Council approve the minutes of the Public Hearing and Council meeting of January 19, 2021 and the Council meeting of February 1, 2021.

|                  |   |
|------------------|---|
| <b>RESULT:</b>   | <b>APPROVED [UNANIMOUS]</b>   |
| <b>MOVER:</b>    | Suiter  |
| <b>SECONDER:</b> | Croslin   |
| <b>AYES:</b>     | Ward, Suiter, Lawrence, Croslin, Schaible, Simasek, Haba, Peabody, Solomon, Spell<br>Wolf |
| <b>ABSENT:</b>   | None  |

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

Deputy City Clerk Sean Corcoran read the public comments submitted electronically.

Ward 3 resident Chuck Perry addressed the Mayor and Council expressing concern about terminology used by staff during a City Committee meeting which praised the Hyattsville Police Department stating that the position is perceived with inequitable bias.

Ward 3 resident Chuck Perry addressed the Mayor and Council stating that a majority of City funding goes to the Hyattsville Police Department for safety resources and training and that such funds should be provided to the people and not to aid in additional incarcerations.



## REGULAR MEETING OF THE CITY COUNCIL, HYATTSVILLE MD TUESDAY, FEBRUARY 16, 2021 7:00 PM

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Mr. Perry addressed the Mayor and Council associating “duck and cover” with the American Cold War era and relating it to the responsibilities of the Hyattsville Police Department.

Mr. Perry addressed the Mayor and Council expressing his preference that the City be required to publish its arrests by race, ethnicity, and gender monthly.

Mr. Perry addressed the Mayor and Council referencing the Maryland Criminal Intelligence Network (MCIN) and promoting that a comparison be made between funding provided for public safety with the results of the Capitol insurrection of January 6, 2021.

Alexis Chancellor addressed the Mayor and Council expressing concern regarding the ongoing crimes in the City and sought detail regarding its mitigation and oversight.

Ward 3 resident Jimmy McClellan addressed the Mayor and Council citing a previous conversation held during a Council meeting regarding the construction of the new Hyattsville Middle School (HMS) and endorsed further conversation to assess instituting sustainable products and practices that contribute to an environmentally friendly, sustainable, community.

Ward 2 resident David Marshall addressed the Mayor and Council through the chat function of the webinar interface expressing opposition to the proposal of a mural painted in the City relating to the COVID-19 pandemic and the regulation of leaf blowers stating that the items were fiscally irresponsible and overregulating.

Joseph LaHood addressed the Mayor and Council in relation to the St. Joseph’s House for Children agenda item for review that evening. Mr. LaHood relayed that his family had moved to Hyattsville in 2018 and intended to move their childcare facility to the City and provided details about their business. He stated that he was grateful for the opportunity.

### **7. City Administrator Update (7:20 p.m. - 7:30 p.m.)**

City Administrator Tracey Douglas addressed the Mayor and Council with an update of programming, news, and events in the City of Hyattsville reporting that COVID-19 infection rates had slightly subsided and the Hyattsville vaccination site was active as capacity to distribute the vaccines was adequate, however, supply of the vaccine was insufficient. She noted that discussions had taken place to assess partnerships with pharmacies and other businesses that could potentially distribute the vaccine as well but cautioned that there were many individuals who were seeking and receiving the vaccination before attaining eligibility.

Ms. Douglas reported that food distribution events in the City would continue each Tuesday and the City had partnered with the United States Department of Agriculture (USDA) to allow the distribution of fresh produce, proteins, and milk and other dairy products. She added that the City had received 20K diapers from the Greater DC Diaper Bank to be distributed the following Monday and Wednesday and registrations and reporting requirements were mandatory to be an approved recipient.



## REGULAR MEETING OF THE CITY COUNCIL, HYATTSVILLE MD TUESDAY, FEBRUARY 16, 2021 7:00 PM

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Administrator Douglas acknowledged an increase in crime nationally and particularly in armed car robbery relaying recommendations to be aware of surroundings, trust instincts, avoid dark or vulnerable areas, be weary of deceptive requests to pull vehicles over, and the best practices to safely deal with a robbery attempt.

Ms. Douglas announced that bulk trash services would be available beginning on March 3<sup>rd</sup> and the third Wednesday of each month thereafter. She provided information regarding food drop-off stations for composting and stated that the final inspection of the new Department of Public Works (DPW) was nearing, and the project would soon be completed. Ms. Douglas reported that construction on Wells Boulevard would begin in early Spring and communicated that DPW staff and resources were aware and prepared for the incoming inclement weather.

City Administrator Douglas addressed the Hyattsville City election noting the deadline for candidate registrations, scheduled candidate information sessions, where to find information for candidates and voters and explained that the election would be primarily Vote-by-Mail. She stated that ballots would be mailed to all registered voters in early April and election day was May 11, 2021.

City Clerk Laura Reams introduced a video produced by Video Coordinator Matt Carl which provided awareness and instruction regarding how to pursue and achieve candidacy for elected office in the City.

**Ward 2 Councilmember Robert Croslin** inquired as to how to help seniors with mobility challenges in obtaining the COVID-19 vaccines to which Ms. Douglas responded that staff had been working on outreach to seniors in need through many methods including the compilation of phone numbers of senior residents who required specific assistance. Emergency Services Coordinator Reggie Bagley replied that the most effective way for seniors to receive assistance is to use the 3-1-1 emergency platform adding that there were intentions to reimplement the senior bus service to provide transfer for vaccination appointments. Ms. Douglas relayed that there was a partnership pending that would help seniors who are unable to leave their homes.

**Ward 5 Councilmember Joseph Solomon** expressed his disagreement with the use of the term “crime of opportunity” arguing that it implies that the fault lies on the victim and requested that the terminology be augmented. He requested that there be a greater focus on the investment of video technology, lighting, and other means to deter crimes to which City Administrator Douglas concurred with the opinion and was amenable to investigating other resources to improve the safety of residents.

**Ward 2 Councilmember Danny Schaible** agreed with the sentiments of his colleague and expressed support for compost drop-off locations. He commended the work and production of the candidate information video.

**Ward 4 Councilmember Edouard Haba** advised about some of the disadvantages of the 3-1-1 system noting that it is not always directed to the most suitable response team to which Ms. Douglas confirmed that staff would examine the details of the routing of 3-1-1 calls and reminded the Body of the City operated COVID emergency line.



**REGULAR MEETING OF THE CITY COUNCIL, HYATTSVILLE MD**  
**TUESDAY, FEBRUARY 16, 2021 7:00 PM**

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**8. Presentations (7:30 p.m. - 7:50 p.m.)**

**8.a) Landy Development Phase II Presentation**

[HCC-220-FY21](#)

**Sponsor:** At the request of the City Administrator

**Co-Sponsor(s):** N/A

[Landy Phase 2 - Presentation Memo JC1](#)

[Landy Property Phase 2 - Updated City Presentation\(3982182.1\) JC2](#)

[Landy Property Phase 2 SOJ JC3](#)

Presentation Only

Assistant City Administrator Jim Chandler introduced the item recognizing representatives on behalf of the builder, Chris Hatcher and Brandon Gurney. Mr. Hatcher began the presentation noting that the City was very familiar with the project and each step of the way had been reviewed by all parties. He showed an illustrative document that displayed an aerial view of the Landy Project area describing that the development consisted of 331 homes and 131 of those were under phase 1 of the project and the remainder would be addressed in phase 2. Mr. Hatcher stated that the City Park element of the project was an important one to all associated parties.

Mr. Hatcher introduced three (3) more slides that showed the approved architecture of the homes in the development stating that the developer was able to meet the requests of the City. He showed an overhead view of the area to be affected in phase 2 which included the layout of homes, landscaping, and the different models that would be implemented.

**9. Proclamations (7:50 p.m. - 7:55 p.m.)**

**9.a) Proclamation in Support of the Mayors' Monarch Pledge**

[HCC-224-FY21](#)

**Sponsor:** At the request of the City Administrator

**Co-Sponsor(s):** N/A

[Mayor's Monarch Pledge 2021](#)

I move that the Mayor and Council adopt a proclamation in support of the Mayor's Monarch Pledge. The pledge affirms the City's commitment to increasing the wildlife habitat and public awareness for the monarch butterfly in support of our objectives for sustainable communities.

|                  |  |
|------------------|--|
| <b>RESULT:</b>   | <b>APPROVED [UNANIMOUS]</b>  |
| <b>MOVER:</b>    | Suiter   |
| <b>SECONDER:</b> | Solomon  |
| <b>AYES:</b>     | Ward, Suiter, Lawrence, Croslin, Schaible, Simasek, Haba, Peabody, Solomon, Spell Wolf |
| <b>ABSENT:</b>   | None   |



**REGULAR MEETING OF THE CITY COUNCIL, HYATTSVILLE MD**  
**TUESDAY, FEBRUARY 16, 2021 7:00 PM**

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**10. Consent Items (7:55 p.m. - 8:00 p.m.)**

**10.a) Hyattsville COVID-19 Restaurant Relief**

[HCC-233-FY21](#)

**Sponsor:** Suiter

**Co-Sponsor(s):** Lawrence, Simasek, Spell Wolf, Ward  
[Hyattsville COVID-19 Restaurant Relief Suiter](#)

I move that the Mayor and Council amend the Fiscal Year 2021 (FY21) Special Revenue Funds Budget and re-appropriate \$66,000 of the remaining \$74,000 originally allocated to Employ Prince George’s from the Hyattsville Pandemic Relief fund to support regionally and locally owned full-service restaurants, distilleries, breweries, and wineries/meaderies in the City of Hyattsville. This funding will provide \$2,000 to each qualifying restaurant to be used towards rent, utilities, Personal Protective Equipment (PPE), takeout supplies, and other pandemic related overhead. These funds should be allocated by April 30, 2021.

**10.b) Memorandum of Understanding Between Prince George’s County and the City of Hyattsville**

[HCC-217-FY21](#)

**Sponsor:** At the request of the City Administrator

**Co-Sponsor(s):** N/A  
[MOU PD](#)

I move that the Mayor and Council amend the Fiscal Year 2021 (FY21) Special Revenues Funds in the amount of \$40,000 for the Maryland Criminal Intelligence Network (MCIN) grant. I further move the Mayor and Council authorize the City Administrator to enter into a Memorandum of Understanding (MOU) between Prince George’s County Police Department and the Hyattsville City Police Department for FY21, upon the review and approval by the City Attorney for legal sufficiency.

**Councilmember Solomon** interjected that he was a sponsor on the item and was in complete support of the measure.

|                  |  |
|------------------|--|
| <b>RESULT:</b>   | <b>APPROVED [UNANIMOUS]</b>  |
| <b>MOVER:</b>    | Suiter   |
| <b>SECONDER:</b> | Solomon  |
| <b>AYES:</b>     | Ward, Suiter, Lawrence, Croslin, Schaible, Simasek, Haba, Peabody, Solomon, Spell Wolf |
| <b>ABSENT:</b>   | None   |



**REGULAR MEETING OF THE CITY COUNCIL, HYATTSVILLE MD**  
**TUESDAY, FEBRUARY 16, 2021 7:00 PM**

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**11. Action Items (8:00 p.m. - 8:20 p.m.)**

**11.a) DSP-20013: St. Joseph's House**

[HCC-219-FY21](#)

**Sponsor:** At the request of the City Administrator

**Co-Sponsor(s):** N/A

[Memo - St. Joseph's House](#)

[Letter from Applicant - DSP-20013](#)

[A-SOJ-DSP20013](#)

I move the City Council authorize the Mayor to provide correspondence to the Maryland-National Capital Park & Planning Commission (MNCPPC) in support of Detailed Site Plan (DSP) 20013 and the issuance of a Special Permit to permit the operation of a Family Day Care facility on the property.

City Planner Kate Powers provided an overview of the item stating that the site was located on the eastern side of 40<sup>th</sup> Avenue and was proposed to be a childcare center to serve seven (7) to eight (8) children after school hours. Ms. Powers noted that the LaHood family had operated the business since the 1980's and served over 55 families and were requesting an addition to the home of approximately 432 square feet facing Oliver Street.

Ms. Powers explained that the addition required a Detailed Site Plan (DSP) as it was a new use of the property and City staff did not identify any concerns as no parking spaces were required, the unit was Americans with Disabilities Act (ADA) compliant, and the non-profit was a welcome and needed resource in the community.

**Councilmember Schaible** expressed support for the service noting that his son was autistic and that he was aware of the need for this type of service and its scarcity. He urged all to support the measure and any other similar services.

**Councilmember Solomon** stated that he would be interested in hearing from the nearby residents about the item but would assume from his colleagues comments that there were no resident concerns.

**Ward 3 Councilmember Ben Simasek** expressed support for the measure opining that it would be a very valuable addition to the community.

**Council Vice President Carrianna Suiter** echoed the sentiments of her colleagues expressing support for the addition and acknowledging the great need for the type of services that would be provided.



**REGULAR MEETING OF THE CITY COUNCIL, HYATTSVILLE MD**  
**TUESDAY, FEBRUARY 16, 2021 7:00 PM**

|                  |  |
|------------------|--|
| <b>RESULT:</b>   | <b>APPROVED [UNANIMOUS]</b>  |
| <b>MOVER:</b>    | Suiter   |
| <b>SECONDER:</b> | Croslin  |
| <b>AYES:</b>     | Ward, Suiter, Lawrence, Croslin, Schaible, Simasek, Haba, Peabody, Solomon, Spell Wolf |
| <b>ABSENT:</b>   | None   |

**11.b) Purchase of BolaWrap Devices and Cartridges**

[HCC-214-FY21](#)

**Sponsor:** Solomon

**Co-Sponsor(s):** Ward, Spell Wolf, Simasek, Schaible, Peabody, Haba

[BolaWrap Pictures](#)

I move that the Mayor and Council authorize the expenditure in the amount of \$12,039 to East Coast Tactical for the purchase of 10 BolaWrap devices and 90 cartridges to be divided between each squad and our Emergency Response Team. The funding source for this purchase is the speed camera special revenue fund.

I further move that, upon procurement, the Hyattsville City Police Department move swiftly to adequately train and staff members of each squad and the Emergency Response Team on the appropriate use and deployment of the BolaWrap Device.

**Ward 1 Councilmember Bart Lawrence** expressed opposition to the item questioning the lack of positive performance data, testing, and implementation. He expressed that he was appreciative of the direction of the motion, but without evidence of its effectiveness he could not support the purchase.

**Councilmember Croslin** expressed support for the purchase of the devices stating that it was a source of non-lethal detainment and that he would prefer it be at the disposal of City officers rather than not having the option and noting that further examination of other, more efficient, options would be explored.

|                  |  |
|------------------|--|
| <b>RESULT:</b>   | <b>APPROVED [9 – 1]</b>  |
| <b>MOVER:</b>    | Suiter   |
| <b>SECONDER:</b> | Croslin  |
| <b>AYES:</b>     | Ward, Suiter, Croslin, Schaible, Simasek, Haba, Peabody, Solomon, Spell Wolf |
| <b>NAYS:</b>     | Lawrence   |

**12. Discussion Items (8:20 p.m. - 9:50 p.m.)**

**12.a) FY22 Budget Initiative: Community Emergency Response Team (CERT)**

[HCC-221-FY21](#)

**Sponsor:** Ward

**Co-Sponsor(s):** N/A

[FY22 Budget Initiative - CERT - Ward, Kevin](#)



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### FOR DISCUSSION:

I move that the Mayor and Council include \$20,000 in the Fiscal Year 2022 (FY22) budget to establish a Community Emergency Response Team.

**Interim Mayor Ward** introduced the item explaining that it was an issue that had been discussed for some time and that the motion would start the process of creating a Community Emergency Response Team (CERT) in collaboration with neighboring areas to assist in emergency situations such as a recent fire at the Friendship Arms apartments and recent flooding.

Emergency Services Coordinator Reggie Bagley elaborated on the item describing the collaborative manner under which the team would function. City Administrator Douglas added that the exact cost for implementation was unknown, but research was being conducted to provide answers to those types of questions to the Body.

**Councilmember Simasek** inquired as to whether grant funding would be available for use in the endeavor to which **Interim Mayor Ward** replied that other funding outside of the City budget would be sought and that it was a regular practice to explore partnerships and grants whenever possible.

Mr. Bagley supplemented that actions to move forward with the plan and funding allocated for it would be beneficial during the application process and compel approval.

**Councilmember Lawrence** recalled that a CERT had been previously considered and inquired as to why it was disbanded or ceased to which Assistant City Administrator Jim Chandler responded that he was correct in his recollection but was absent the details of their actions, results, or discontinuation. Mr. Chandler relayed that staff would investigate the details as it would be helpful to the preparation of the new initiative.

**Councilmember Schaible** proposed using the same structure as City Committees in which the group would meet on a monthly basis to receive training and hold discussions to which **Interim Mayor Ward** added that the motion before them was to lay down a foundation to put actions into motion and allocate funds to develop a team through partnerships, conduct research, and collect resources.

**Councilmember Haba** commented that CERT usually have their own structure in partnership with the County Emergency Preparedness Team.

The Body agreed to move forward with the item confirming that details of the previous CERT would be sought as well as attempting to identify best practices.



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**12.b) FY22 Budget Initiative: Hyattsville Property Tax Credit Review and Assessment**  
**[HCC-222-FY21](#)**

**Sponsor:** Schaible

**Co-Sponsor(s):** N/A

[Hyattsville Property Tax Credit Review and Assessment Motion DS1](#)

[Hyattsville Ordinance 2008-07 Homeowners Property Tax Credit Program DS2](#)

[State of MD Property Section 9-104 DS4](#)

[State of MD Property Section 9-105 DS5](#)

FOR DISCUSSION:

I move that the Mayor and Council authorize expenditures of up to \$10,000.00 in the Fiscal Year 2022 (FY22) budget to provide for necessary legal review and technical support to formulate recommendations for revisions to existing Municipal Property Tax Credits, including revisions to Municipal tax credit programs authorized under Maryland Code, Tax-Property §9-104 (“Homeowner’s Property Tax Credit”) and Maryland Code, Tax-Property § 9-105 (“Homestead Tax Credit”).

**Councilmember Schaible** introduced the item explaining that it was related to two (2) property credit programs describing eligibility requirements and stating that the proposed \$10K would be for legal review and technical support to conduct a report to examine options for low-income or fixed-income residents. He stated that City Treasurer Brooks would be involved in the guidance and recommendations for the measure and invited questions and recommendations from his colleagues.

**Councilmember Haba** asked about the necessity of a legal review and what it would entail to which **Councilmember Schaible** stated that the laws regarding each of the property tax credits was very dense and detailed with many caveats and confirmation of legal sufficiency was imperative. He added that having a clear understanding of the financial implications and effect on revenues would behoove the Body before moving forward with the motion.

City Treasurer Ron Brooks agreed with the comments of **Councilmember Schaible** stating that there needed to be an assurance that staff and Council were operating in compliance with State regulations and laws. Mr. Brooks continued that the funds allocated for the item would be used for the cost of the study, legal review, and an internal study if deemed necessary.

**Councilmember Haba** suggested contracting with an organization that was experienced in affordability as they were likely to have the technical capacity and familiarity with tax laws, while implementing the expertise of the City Treasurer.

Treasurer Brooks concurred with the comments of the Councilmember reiterating that the funds in question would be a placeholder in the case that up to \$10K was needed and confirmed that any associated decision would have to be approved by the Council.



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**Councilmember Lawrence** confirmed with Mr. Brooks that the City Attorney would perform the legal review and expressed opposition to the motion stating that the motion seemed vague and confusing to which City Administrator Tracey Douglas contributed that the amount of work required would need to be assessed as well as the consideration of contracting with a firm to assist with research. She explained that once more details had been realized, at that point the Treasurer could hold conversations with Council to determine how, if at all, to move forward.

**Councilmember Lawrence** questioned the inclusion of an external consultant and asked if a lower percentage for taxpayers should be considered to which **Councilmember Schaible** replied that the purpose of the motion at the current stage was to assess the revenue impact of various percentages so the Body and staff could decide the best course of action after adequate data was collected.

**Interim Mayor Ward** expressed the understanding that the motion would potentially set up a group much like a foundation in which feasibility would be explored and discussions with stakeholders would be held followed by the collective information being presented to the City Council to determine whether to take legislative action.

**Councilmember Solomon** suggested editing the language to exclude legal review and replace it with contracted services for technical support to formulate regulations and increasing the amount of funding from \$10K for a thorough review. He expressed general support for the motion.

**Councilmember Schaible** recalled conversations with a former Treasurer in which he was told that in 2008 the percentage was set at 8% and expressed the importance of further research and noted that he was flexible in regard to some of the working aspects.

**Councilmember Solomon** inquired as to feedback regarding what an appropriate amount for the type of contract would be to which City Treasurer Brooks responded that the amount of funds was simply a placeholder at that time, and he had extensive personal experience with the Homestead Tax and similar initiatives and, without a search by staff, the answer regarding cost was not easily attained.

**Councilmember Solomon** clarified that his understanding was that the motion would initially be a directive to staff to perform research and incorporate an assisting firm if needed. He continued that he felt it was important to have allocations early on as the motion would continue into the Fiscal Year 2022 (FY22) Budget and be subject to additional recommendations and adjustments.

City Administrator Douglas recalled conversations with Councilmembers and the City Treasurer in which the item was perceived as a staff assignment, but funds for a contracted consultant or consulting and research team should be set aside in the case that the workload became too overwhelming considering the immense amount of responsibility held by staff aside from the addition of the work associated with the project in question.



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**Councilmember Croslin** commented that the items before the Council were for discussion and that the current motion needed further detail. He reminded his colleagues that the purpose of the discussion portion of the meeting was to decide as a Body whether the proposed items were worth pursuing or should be dismissed.

**Councilmember Simasek** questioned the number of residents who were eligible for the tax incentives against those who participated stating that the fluctuating numbers could diminish accuracy regarding revenues to which Mr. Brooks responded that he had received several calls over his tenure with the City inquiring about eligibility for the Homestead Act and each time he conducted the research he found that the inquirer was, in fact, receiving the Homestead Act Tax Credit and were not aware. He suggested that residents may be better served by creating criteria in which communication is made to those residents upon their eligibility. He added that it was part of the recommended research that had to be performed to determine the amount of citizens benefiting from the financial relief.

**Councilmember Haba** expressed general support for the item providing his historical knowledge of the tax benefit process stating that the work would begin with Mr. Brooks followed by a legislative conversation after one (1) or two (2) years.

Mr. Brooks addressed an earlier question from **Councilmember Simasek** noting that the gross estimated value of all of the property in the City less the first adjustment is the Homestead Tax exemption and, in reply to **Councilmember Haba**, repeated that \$10K was a generous placeholder and he did not expect to spend that amount of money when contracting with a team of additional researchers.

**Interim Mayor Ward** echoed the comments of **Councilmember Croslin** reminding the Body that the items were those of discussion requiring much further work and the purpose of the meeting was to determine if the items were worthy endeavors.

**Councilmember Solomon** asked whether two (2) motions were required to support the item and to authorize staff to begin the pertinent work to which **Councilmember Schaible** replied that he supported leaving the motion as it was and beginning the process.

The Body agreed to discuss the item further at a future Council meeting to establish criteria and process.

**12.c) FY22 Budget Initiative: HCPD Mental Wellness Check-in Program**

**[HCC-223-FY21](#)**

**Sponsor:** Peabody

**Co-Sponsor(s):** N/A

**[HCPD Mental Wellness Check-In Program - FY22 Budget Proposal DP1](#)**

FOR DISCUSSION:



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I move the Mayor and Council include in the Fiscal Year 2022 (FY22) budget an expenditure of up to \$50,000 to support a universal quarterly mental health check-in program for officers and dispatchers.

**Ward 4 Councilmember Daniel Peabody** introduced the item describing that it was a mental wellness program for City of Hyattsville Police Department personnel and emphasized that City residents require law enforcement professionals and first responders that are able to operate with a clear and cognizant perspective.

**Councilmember Peabody** explained that mental health was of the utmost importance in law enforcement as the profession contributed to post-traumatic stress disorder (PTSD) and depression at a rate five (5) times higher than other fields of work. He continued that similar programs were finding increasing support at departments in the area and throughout the country.

**Councilmember Peabody** relayed the results of surveys performed that showed that over 86% of those polled felt they had a responsibility to report concerns about colleagues they deemed to be suffering from poor mental health or excessive stress, more than 48% did not think they had an outlet to report their concerns without causing a colleague professional harm, and 61% stated that meeting with a therapist four (4) times a year would be a helpful and positive initiative.

**Councilmember Haba** expressed support for the measure and recommended expanding the program to City staff recalling that previous discussions regarding therapy for City staff had taken place during the planning stages of the pandemic relief fund.

**Councilmember Lawrence** inquired as to whether this type of program would be covered in employee's medical benefits to which **Councilmember Peabody** responded that it was not covered by traditional medical insurance stating that it would be a mandatory check-in that was convenient to all and could also serve as an assessment to gauge the potential need for additional attention and therapy.

**Councilmember Croslin** expressed support for the motion commending the work of **Councilmember Peabody** and Media Relations/Mental Health Programs Manager Adrienne Augustus and stated that the City had been in support of mental wellness sponsoring sessions and suggested a collaboration that would remain effective and be cost efficient.

City Administrator Tracey Douglas confirmed that the Health, Wellness, and Recreation Advisory Committee (HWRAC) offered mental health session to all residents, but the proposed item would make sessions mandatory and specialized for particular issues that regularly affected police personnel.

**Councilmember Schaible** stated that the statistics and evidence raised a strong argument for the motion but noted that it should be formulated carefully as there was great scrutiny on financial support for law enforcement in general and expressed concern regarding the uncertainty of costs. He asked about the possibility to explore different meeting schedules or specific therapist selections to minimize expense.



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**Councilmember Peabody** stated that while his colleague's comments were pertinent, the item's primary focus was ensuring that officers were at their best when serving and protecting the community. He continued that the number of sessions annually could be reexamined after implementation and adjusted as needed and reiterated that the program would be outside of what was regularly offered, and the most beneficial aspects would be identified.

**Councilmember Solomon** expressed support for the motion and asked if the budgets of the Committees and their offerings had been relayed to which Administrator Douglas replied that staff liaisons were in the process of identifying budget priorities and the introduction of the budget was scheduled for March 15. She stated that she would investigate the status of budget proposals from Committees and provide them to Council.

Council agreed to move forward with the item.

### **12.d) FY22 Budget Initiative: Memorial Bench Program**

**HCC-225-FY21**

**Sponsor:** Croslin

**Co-Sponsor(s):** N/A

[Croslin\\_Memorial Bench Program](#)

FOR DISCUSSION:

I move that the Mayor and Council include \$30,000 in the Fiscal Year 2022 (FY22) budget for a cost sharing project to install memorial benches the in the City.

**Councilmember Croslin** introduced the item explaining that it was an idea conceived by a resident several years ago in which plaques could be affixed to park benches in memoriam of residents and family members who had passed.

**Interim Mayor Ward** inquired as to institution a Committee or group that could oversee the process and prevent any tribute to an endorser of divisiveness or prejudice to which **Councilmember Croslin** replied that he would be open to forming a Committee or implementing a current one.

**Councilmember Simasek** thanked his colleague for the item and expressed concerns regarding the number of benches that would be placed in the City stating that the proposal would approve 50 benches and he wanted to be sure that locations had been identified. He suggested starting the process incrementally and making assessments and adjustments at the time of review.

**Councilmember Haba** suggested a two (2) phased approach in which the logistics are determined, and the budget portion addressed several months after. He shared concerns about the locations and space allotted for the benches and suggested other mediums such as sidewalks and buildings to memorialize former residents.

**Councilmember Croslin** was amenable to the proposed options and stated that he had no intention of inundating the City with benches.



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**Councilmember Solomon** expressed support for the idea but expressed concerns about the benches being used for actions other than their purpose and suggested exploring ways to aid funding for families who were unable to expend their share of the cost.

**Councilmember Schaible** expressed support for the motion but recommended that the memorialization be limited to residents of Hyattsville and not those with indirect or vague associations with the City and prohibiting anything political.

**Council Vice President Suiter** noted a message in the chat and supported including trees in the motion stating that it was another option that could be included with the benches.

The Council agreed to move forward with the motion.

**12.e) FY22 Budget Initiative: Race and Equity Coordinator/Advisor**

**HCC-226-FY21**

**Sponsor:** Croslin

**Co-Sponsor(s):** N/A

[Croslin\\_Diversity Advisor Motion](#)

FOR DISCUSSION:

I move the Mayor and Council authorize the establishment of a Racial, Equity, Diversity, and Inclusion Coordinator/Advisor position and allocate \$60,000 in the Fiscal Year 2022 (FY22) budget to support this effort. Staff shall investigate the possibility of full-time, part-time, or contract position in addition to cost sharing the position with neighboring municipalities.

**Councilmember Croslin** introduced the motion explaining that former Mayor Candace Hollingsworth had been instrumental in creating legislation associated with racial equity and proposed a position on behalf of the City that would be responsible for ensuring that the conduct and legislation of the City did not present unintended discriminatory issues. He stated that the position could be shared with other municipalities and could be contractual.

**Councilmember Haba** suggested that the responsibilities could fall under the purview of the City Attorney to which **Councilmember Croslin** opined that it should be an individual with extensive experience in the subject matter.

**Councilmember Peabody** was supportive of the measure recalling that Committees had discussed such a position previously and inquired as to the rationale that compelled a budgetary allocation of \$60K to which **Councilmember Croslin** responded that he perceived it as a part-time advisor that could be shared with neighboring municipalities. He stated that it was difficult to estimate an exact cost, but \$60K was a starting point that could be discussed and augmented.



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**Councilmember Schaible** asked if there was anyone on staff, possibly a liaison, that could help with coordination to which Ms. Douglas stated that there was no one available that met the criteria for all that was required in the position, but options had been and would continue to be explored. The Councilmember noted the benefit of the position and expressed support for collaboration with other municipalities.

**Ward 5 Councilmember Erica Spell Wolf** stated that the position was a result of an entire field of study and the person who assumed the responsibility would have to have particular experience and training. She recognized that similar or identical positions were becoming more evident at the federal level and expressed the need for the same representation at the municipal level.

**Councilmember Spell Wolf** stressed that the measure would require a great deal of work and was in support of partnering with neighboring areas expressing a viable need and full support for the motion.

**Councilmember Lawrence** raised questions regarding the proposed amount of funding for the motion and the necessity for a full-time position with the City suggesting the possibility of contracting with a consultant to create an equity plan for the City that had been discussed multiple times prior to the meeting.

**Councilmember Croslin** stated that the task could be handled, in part, by the Race and Equity Task Force emphasizing the importance of resident input.

**Councilmember Simasek** identified that there would be much work initially and suggested analyzing current ordinances and City practices to determine the presence of any equity issues. He expressed support for a set of standards to be reviewed when conducting any City business and gaining knowledge and experience before authorizing a full-time position.

**Councilmember Solomon** sought to confirm that a task force would develop a framework in addition to determining the specific responsibilities and role of an equity officer to which **Councilmember Croslin** answered in the affirmative.

**Interim Mayor Ward** stated that he had recently been involved in the hiring of an equity officer and offered his assistance to **Councilmember Croslin** in achieving the goals of the motion.

The Council agreed to move forward with the item.

### **12.f) FY22 Budget Initiative: Hyattsville COVID Sanitization Support HCC-227-FY21**

**Sponsor:** Solomon

**Co-Sponsor(s):** N/A

[Council Motion\\_Solomon\\_Sanitizing\\_Final](#)

FOR DISCUSSION:



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I move that Mayor and Council include funding in the amount of \$15,000 in the Fiscal Year 2022 (FY22) budget for the Department of Public Works to purchase, install, and maintain six (6) mobile handwashing and sanitization stations for deployment within Hyattsville Business Corridors.

**Councilmember Solomon** introduced the item explaining that the motion proposed six (6) mobile handwashing and sanitization stations in the business corridor, West Hyattsville, and plaza area that do not require connection to commercial water lines and would allow residents to clean and sanitize their hands in a manner compliant with Centers for Disease Control (CDC) guidelines. He cited that the project would cost approximately \$15K which would include the cost for the units, installations, and maintenance adding that it would be overseen by the Department of Public Works (DPW).

**Councilmember Solomon** recalled viewing similar stations in his travels and described some of the details including locations, abilities of the units, and frequency of use and relayed an inquiry he received regarding preventing individuals from using the stations and their contents for purposes other than intended. Director of DPW Lesley Riddle responded that the liquids and sanitizers are under containment and would not be accessible to anyone to ingest.

**Council Vice President Suiter** expressed the importance of having a station in the Prince George's Plaza area to which **Councilmember Solomon** reiterated that the stations would be located in three (3) corridors; Prince George's Plaza, Route 1, and the Business District recognizing existing similar stations in certain areas that may adjust the allocations.

**Councilmember Simasek** sought clarity regarding the responsibility of maintenance of the stations to which Director Riddle responded that the Parks Division of the DPW would maintain the stations and added that the stations were foot operated as to not risk contamination and spread of disease from the hands.

**Councilmember Simasek** expressed concerns about placement of the stations noting that some areas were not owned by the City to which **Councilmember Solomon** replied that next steps included DPW working with the County or State to manage the stations if they were not on City-owned land.

**Councilmember Simasek** expressed support for the motion and inquired as to their access during winter months in which the liquids could freeze to which Director Riddle explained that they would be moved inside and be inaccessible in such weather but would be readily available during temperatures above freezing.

**Councilmember Schaible** asked if the stations were equipped with paper towels to which Ms. Riddle stated that they did not, and paper towels would likely only be made available during City gatherings and events. The Councilmember expressed concerns about the stations being aesthetically displeasing or not maintained properly but expressed his full confidence in Director Riddle and her proven track record of positive and efficient service support for the asserting support for the motion.

The Council agreed to move forward with the item.



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**12.g) FY22 Budget Initiative: Hyattsville COVID Mural**

[HCC-230-FY21](#)

**Sponsor:** Solomon

**Co-Sponsor(s):** N/A

[Council Motion Form Solomon Mural Final](#)

FOR DISCUSSION:

I move the Mayor and Council allocate \$25,000 in the Fiscal Year (FY22) budget for the commission, design, and installation of a Hyattsville COVID Memorial Mural. The location of the mural should be determined in consultation with City staff.

**Councilmember Solomon** introduced the item describing that it would allow for the City to contract with a local artist to create a mural that would memorialize the challenges faced during the COVID-19 pandemic. He supplemented that everyone had been affected by the health crises to some extent and the mural would serve as a symbol of survival of the City while honoring those who succumbed to the virus.

**Councilmember Lawrence** declared that he would not be supporting the motion as the pandemic was still being experienced and that allocating \$25K was unnecessary and that such funds could be better spent on several other initiatives.

**Councilmember Simasek** expressed apprehension regarding the motion questioning whether the families of the victims would want to have their loved ones memorialized in that manner and whether the City should display the proposed mural or similarly themed artwork.

**Councilmember Solomon** responded that it would be a message of survival that would not showcase any specific people or their identities.

The item did not receive adequate endorsement from Council to move forward. **Interim Mayor Ward** relayed that the motion could be revised and re-introduced should the Councilmember choose to do so.

**12.h) FY22 Budget Initiative: COVID Support for Hyattsville Non-Profits**

[HCC-231-FY21](#)

**Sponsor:** Solomon

**Co-Sponsor(s):** N/A

[Council Motion Form Solomon Nonprofit Covid Fund](#)

FOR DISCUSSION:

I move that Mayor and Council authorize the City Administrator to provide reimbursements to non-profit organizations located in the City of Hyattsville who have expended resources on COVID support for Hyattsville residents.



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**Councilmember Solomon** introduced the item explaining that it was a budget initiative to establish a pandemic fund to support non-profit businesses within the City of Hyattsville.

**Councilmember Lawrence** expressed confusion regarding the motion stating that it seemed that Council would be authorizing reimbursements but lacked detail regarding the processes of the program, eligibility, rates and frequency of allocations, and the burden placed on City staff. He stated that he would like to be supportive of the general purpose of the measure but required further detail before he would offer support.

**Councilmember Solomon** explained that the motion would procure \$100K to the program and intended to earmark the funds in order to bring a more formal presentation of the detailed plan before Council for recommendations and approval.

Assistant City Administrator Jim Chandler stated that the City Attorney had not yet completed a full review and was unable to until he had a more complete understanding of financial parameters and eligibility requirements.

**Councilmember Lawrence** clarified that he wanted to understand if the Body was to vote on the item before it materialized and expressed his inclination that the Assistant City Administrator and the City Attorney would not support moving forward until vital, necessary details were realized.

**Councilmember Solomon** stated that programmatic guidance would be necessary once the scope of the budgeting was known and that Council would be able to review and edit at each step of the legislative process.

**Councilmember Lawrence** requested further detail and questioned how an amount for allocation could be determined absent critical details regarding integral aspects of the program.

**Councilmember Solomon** reiterated that staff would oversee the legislative process and the allocation of funds was the first step to give a better understanding of the allowances and capabilities of the program.

**Council Vice President Suiter** recognized the work and contributions of non-profit organizations during the pandemic and noted their importance but concurred with her colleagues that more information would be necessary before moving forward or assigning any responsibility to City staff.

**Councilmember Croslin** sought clarity regarding which of the many non-profits in the City would be eligible noting that none were cited in the motion language to which **Councilmember Solomon** responded that the program would operate under an application process in which applications could be reviewed and the determination of eligibility would be made.

**Councilmember Haba** inquired as to the capability of the City to track and identify active non-profit organizations within the incorporated limits of the City of Hyattsville to which Assistant City Administrator Chandler stated that non-profits were not required to register with the City and, therefore, there was no way to accurately gauge any statistics. Mr. Chandler added the term “non-



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profit” is a very vague term that could include any number of types of businesses and did not seem to reach a clear definition of what is intended in with the motion.

**Councilmember Haba** stated that the process was on in which the validity and interest would be assessed to determine if it was a worthwhile cause, after which the details could be established.

**Interim Mayor Ward** reminded that Body that the item could be augmented and presented again at a future Council meeting.

The Council did not approve of the motion as written but were amenable to reviewing a revised version when it became available for presentation.

### **12.i) Updating Scope of Pandemic Relief Fund Designed for Artists** **[HCC-232-FY21](#)**

**Sponsor:** Solomon

**Co-Sponsor(s):** Spell Wolf, Simasek, Haba, Peabody, Suiter

**[Motion to Expand Working Artist Fund](#)**

FOR DISCUSSION:

I move that the Mayor and Council update the eligibility for applicants to the Hyattsville COVID-19 Pandemic Relief Fund Grants for working artists to include barbers, cosmetologists, pet groomers, and tattoo artists licensed by the State of Maryland and currently working in a business registered within in the corporate limits of the City of Hyattsville. I further move that the maximum award for Working Artist applicants be adjusted to \$500 per award.

**Councilmember Solomon** introduced the item and explained that the motion would expand the current pandemic relief fund to include the eligibility of skilled tradespeople and adjust the maximum allocation amount to \$500. City Administrator Douglas supplemented that the term “artists” needed to be amended as it was too vague a premise and would need have a more specific designation before it would garner staff support.

**Councilmember Croslin** expressed his agreement with the change in terminology and highlighted that he would like to set a prerequisite that only tradespeople who live or contribute to Hyattsville be included in the qualification for funding.

**Councilmember Lawrence** inquired as to the possibility of an individual receiving funding from more than one fund offered by the City to which Mr. Chandler stated that it was possible in theory and a valid concern, but City staff made every effort to ensure that no one abuses any charitable program.

**Councilmember Schaible** shared the concerns of his colleague and suggested including specific language to disqualify anyone who had been found to be benefiting from any other relief fund offered by the City. **Councilmember Solomon** replied that the relief funds would be available in multiple cycles in which funds could be received concurrently. The Councilmembers discussed the possibility of increasing the amount of funding and opportunities to apply for the funds.



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Mr. Chandler clarified that if an individual applied for multiple funds it would be recorded by City staff and noted that the distributing entities each keep record and account for who receives funding under which program.

**Councilmember Haba** described ways in which vetting could be performed and stated that receiving funds from multiple sources was not prevalent enough to cause any serious concern.

**Councilmember Croslin** sought confirmation that only those who benefited the City would be eligible to which **Councilmember Solomon** confirmed stating that the provision was included in the original language before the proposal of expansion.

**Interim Mayor Ward** noted that the item would return to Council as an action item on a future Council meeting agenda.

### 13. Council Dialogue (9:50 p.m. - 10:00 p.m.)

**Interim Mayor Ward** relayed a comment from Ward 2 resident David Marshall correcting an earlier comment and expressing opposition of funding for barbers and hairdressers.

**Councilmember Schaible** thanked the Body for there attention to the items and their hard work.

**Councilmember Lawrence** promoted the notion that everyone who was able to receive the COVID-19 vaccination should do so.

**Councilmember Haba** echoed the endorsement of vaccinations, wished all who were applicable a happy Palm Sunday and Easter season, and thanked everyone who wished him a happy birthday.

**Interim Mayor Ward** commended the group on the budgetary work, referenced the celebration of Fat Tuesday and asked **Councilmember Croslin** if he wouldn't mind sharing information regarding a documentary. **Councilmember Croslin** provided details on a documentary shown by Home Box Office (HBO) on former Hyattsville resident David Driskell.

### 14. Community Notices and Meetings

#### 14.a) Main City Calendar February 17 - March 1, 2021

[HCC-234-FY21](#)

**Sponsor:** At the request of the City Administrator

**Co-Sponsor(s):** N/A

[Main City Calendar Feb 17 - Mar 1 2021 FINAL](#)



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**15. Motion to Adjourn**

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| <b>RESULT:</b>   | <b>APPROVED [UNANIMOUS]</b>   |
| <b>MOVER:</b>    | Croslin   |
| <b>SECONDER:</b> | Suiter  |
| <b>AYES:</b>     | Ward, Suiter, Lawrence, Croslin, Schaible, Simasek, Haba, Peabody, Solomon, Spell<br>Wolf |
| <b>ABSENT:</b>   | None  |

The meeting adjourned at 10:59 p.m.

**ATTEST:**  
**March 15, 2021**

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**Laura Reams, City Clerk**

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**Sean Corcoran, Deputy City Clerk**



**PUBLIC HEARING OF THE CITY COUNCIL, HYATTSVILLE MD**  
**MONDAY, MARCH 1, 2021 6:30 PM**

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Kevin Ward, W1, Interim Mayor  
Carrianna Suiter, W3, Council Vice President (*arrived at 6:37 p.m.*)  
Bart Lawrence, W1  
Robert Croslin, W2  
Danny Schaible, W2  
Ben Simasek, W3  
Edouard Haba, W4  
Daniel Peabody, W4 (*arrived at 7:08 p.m.*)  
Joseph A. Solomon, W5  
Erica Spell Wolf, W5

Absent: None

Also present were the following City staff members:  
Lesley Riddle, Director of the Department of Public Works  
Hal Metzler, Deputy Director of the Department of Public Works  
Laura Reams, City Clerk

#### Notice of Public Hearing

The City of Hyattsville Mayor and Council will conduct a Public Hearing on Monday, March 1, 2021 at 6:30 p.m. (prior to the City Council Meeting). The purpose of the Public Hearing is to allow residents to comment on a petition for the implementation of traffic calming device(s) for the 3900 block of Oliver Street.

The Mayor and Council will announce their decision to approve, approve with modifications, or deny the requested traffic calming device(s) within fifteen (15) days of the close of the hearing, unless, due to extraordinary circumstances, the time limit is extended by a majority vote of the City Council. The petitioners will be notified of the decision of the Mayor and City Council by the City Clerk and the decision will be published in the Hyattsville Public Hearing Minutes.

The Public Hearing will be held virtually and can be accessed through the following link:  
[https://zoom.us/webinar/register/WN\\_v4plUZusR-SngmWwtuy5sg](https://zoom.us/webinar/register/WN_v4plUZusR-SngmWwtuy5sg)

**1. Call to Order and Council Roll Call**

**Interim Mayor Kevin Ward** called the hearing to order at 6:34 p.m.

**2. Introduction and Background Information**

**2.a) Traffic Calming Petition - Oliver Street**

**[HCC-245-FY21](#)**

**Sponsor:** At the Request of the City Administrator

**Co-Sponsor(s):** N/A



**PUBLIC HEARING OF THE CITY COUNCIL, HYATTSVILLE MD**  
**MONDAY, MARCH 1, 2021 6:30 PM**

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[210109 - 3900 blk oliver st - extended speed summary \(2\) \(1\)](#)

[210109 - 3900 blk oliver st - stattrak traffic analysis report \(1\) \(1\)](#)

[PetitionOliverStSpeedBump\\_Redacted](#)

[Traffic Calming Flowchart\\_073119](#)

Presentation to Council on proposed traffic calming - 3900 block of Oliver Street

Director of the Department of Public Works (DPW) Lesley Riddle addressed the Mayor, Council, and residents introducing the item explaining that the City had placed traffic counters twice on the 3900 Block of Oliver Street with minimal instances of vehicles exceeding the speed limit and noted that the Police Department has reported very few citations in relation to the area.

**Interim Mayor Ward** inquired as to the dates in which the traffic counters were placed and operational to which Deputy Director of DPW Hal Metzler responded that data was collected from December 31, 2020 through January 10, 2021. The Interim Mayor stated that the dates were significant because they were reflective of a decrease in the frequency of traffic when compared with previous months that did not include precautions taken by residents and visitors due to the COVID-19 pandemic regulations and personal preferences.

Director Riddle concurred with the inclination of the Interim Mayor stating that, in almost every aspect, traffic had changed and that it would be in the best interest of the City to reassess traffic in the area after the effects of the health crises had subsided and traffic resumed to patterns and frequency more similar to years past. Ms. Riddle continued that the capabilities of the City were under the authority of the Maryland State Highway Administration (MDSHA), but that the decision to incorporate traffic calming and of what type was to the discretion of City Council reiterating the benefit of revisiting the site in the future with the intention of collecting more adequate, tangible data.

**Ward 3 Councilmember Ben Simasek** recognized the construction of the new Hyattsville Middle School (HMS) which would affect traffic Oliver Street and asked if the initial petition was submitted during a period of in-school sessions and noting that it would be years before traffic patterns in the area returned to a regular standard. Director Riddle responded that the request was made in November of 2020 in which there was no students attending school in person and that a more accurate assessment could be made when scheduling was back to regular order. She anticipated some peripheral impact as the school was under construction and, after construction, traffic would lessen on Oliver street and toward Queens Chapel Road.

**3. Public Comment, Limit 2 minutes per speaker**

City Clerk Laura Reams read public comments submitted electronically prior to the public hearing.

The Thomes family addressed the Mayor and Council in support of installing speed bumps on the 3900 Block of Oliver street stating that vehicles regularly exceeded speed limits on that particular roadway.



**PUBLIC HEARING OF THE CITY COUNCIL, HYATTSVILLE MD**  
**MONDAY, MARCH 1, 2021 6:30 PM**

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Suzanne Alolga addressed the Mayor and Council expressing concerns about speeding vehicles, drivers who do not regard stop signs, and drag racing. Ms. Alolga stressed the danger to residents, children, and pets and relayed that homeowners in the area express full support for traffic calming.

Ward 2 resident, David Marshall, addressed the Mayor and Council through the Question and Answer (Q&A) feature stating that he and his family were in opposition to any and all traffic calming, speed humps or bumps, and traffic circles in the City of Hyattsville.

Joe LaHood was given the opportunity to speak and addressed the Mayor and Council in support of traffic calming describing that vehicles regularly exceed 40 miles per hour (mph) on the streets disagreeing with the data submitted noting that over 40 children lived on the street and that the issues in question had worsened over the previous three (3) years.

**Ward 1 Councilmember Bart Lawrence** recalled a conversation with Mr. LaHood noting that the confluence of 41<sup>st</sup> and 40<sup>th</sup> Streets regularly have vehicles moving at dangerous speeds and confirmed that he had seen a great number of drivers move through stop signs without slowing down, let alone coming to a full stop. He supplemented that Council had discussed the possibility of lowering the speed limit on City streets to 20 mph because residents did not feel safe with the driving behavior as it stood and stated that the initiative should be taken under consideration.

**Council Vice President Carrianna Suiter** stated that she was familiar with the area and confirmed that the subject stop sign was confusing stating that it had been a great concern of residents for several years.

Resident Ben Kaczmariski addressed the Mayor and Council in support of traffic calming stating that he had been a resident of the City since 2016 noting that seasonality had an effect on the volume of the incidents. Mr. Kaczmariski relayed that during the summers it was a normal occurrence to see drag racing on the street in excess of 70 mph and expressed his concern for the safety of his children.

Resident James Wigley addressed the Mayor and Council in support of traffic calming on the roadway reporting that he had also witnessed a constant disregard for signage and stating that about one (1) in every five (5) cars is being operated in a dangerous manner and expressed great concern for the safety of children who are regularly outside and were potentially at risk. Mr. Wigley added that the issues did seem to decrease in the colder months and, while he was usually not in favor of traffic calming, he would welcome any type of mitigation due to the severity of risk.

Resident Amanda Fenton addressed the Mayor and Council in support of traffic calming of any type and echoed the sentiments of her neighbors.



## PUBLIC HEARING OF THE CITY COUNCIL, HYATTSVILLE MD MONDAY, MARCH 1, 2021 6:30 PM

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Resident Scott Wilson addressed the Mayor and Council in support of traffic calming throughout the City in general, but specifically in the case in question stating that one-way streets are more susceptible to this type of behavior because of the absence of oncoming traffic. Mr. Wilson questioned the direction of traffic enforced by the City as a result of the construction of the new HMS to which Deputy Director Metzler responded that he believed it was a proposal from the County but had not yet been confirmed to be implemented. Director Riddle relayed that DPW would work with the County and provide their assessment of the safest and most logical traffic pattern to institute.

**Interim Mayor Ward** assured Mr. Wilson that the proposed traffic pattern that he questioned was not a directive of the City of Hyattsville.

**Councilmember Lawrence** supplemented that the statement may have been taken out of context and confirmed that the Task Force did not make the recommendation.

**Interim Mayor Ward** read a comment submitted by Jonathan Lewis in support of traffic calming referencing consistent speeding in the area and expressing concern for the safety of the children on Oliver street.

**Ward 5 Councilmember Joseph Solomon** sought clarity regarding the specific recommendation regarding the item to which City Administrator Tracey Douglas replied that the process began with City staff performing a traffic study of the proposed area followed by discussions and feedback from residents. Ms. Riddle stated that after hearing from the affected residents, they have 15 days to make a recommendation which usually takes place at the following Council meeting.

**Councilmember Solomon** stated that the Public Hearing was usually held to hear resident feedback on a recommendation already made by the City and requested clarity regarding whether the next steps should include conducting further studies or formulating a recommendation to which Ms. Douglas replied that after the hearing staff would discuss the item and would likely implement temporary traffic calming and perform studies through the summer after which time further recommendations could be made.

Director Riddle explained that they preferred to return to the site after receiving resident feedback at a public hearing and reiterated that if prompt action should be taken, staff would then meet with Hyattsville City Police Department (HCPD) personnel to make sure that all parties are aware of the situation and potential changes. Ms. Riddle continued that the process is not always simple and recalled other occasions in which studies were continual before reaching a solution and many times there is engineering needed and infrastructure augmentation that is needed while also keeping all residents safe and with as few obstacles as possible.

DPW Deputy Director Hal Metzler added that the department generally starts with one (1) of three (3) solutions until there is a better understanding of exactly what the issue is and, at that time, will create a more effective tool. Mr. Metzler noted that he had heard residents express concern regarding not adhering to stop signs stating that in similar cases they could look into the options of adjusting the parameters of intersections to minimize long, straight, streets that would allow cars the needed distance to reach excessive speeds.



**PUBLIC HEARING OF THE CITY COUNCIL, HYATTSVILLE MD  
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City Administrator Douglas clarified that the public hearing process had changed approximately two (2) years prior so that City staff could hear from residents before making a recommendation. She stated that during the resident feedback phase, staff conducted traffic studies simultaneously, and relayed that the Council found it to be an error in process to not first assess the perspective of residents before making a recommendation.

Ms. Riddle cited several community meetings with residents and stakeholders regarding Jefferson Avenue stating that the concerns with Oliver Street would conduct the same process and allow input from as many affected parties as possible before moving forward with any traffic calming measures.

**Councilmember Solomon** stressed the importance of hearing from residents and having an executable plan, but stated he was confident in the current process and the attention being given to the issue.

Michelle Lara addressed the Mayor and Council expressing concern echoing her neighbors and stating that there were many children and pets in the area, and that she had witnessed countless incidents of speeding and violations of traffic laws as well as a vehicle striking a dog. Ms. Lara expressed great distress and stated that the concerns were shared by her neighbors opining that stop signs were ineffective and other means should be explored.

**Ward 2 Councilmember Danny Schaible** thanked all of those who had come forward to voice their concerns and stated that the Body must be sympathetic to their needs and was confident that the City would find a solution amenable to all.

**Council Vice President Suiter** commended those who had provided their comments noting that she lived not far the affected area and shared the same concerns about the safety of her own children stating that the problem needed to be resolved in short order.

**4. Motion to Adjourn**

|                  |  |
|------------------|--|
| <b>RESULT:</b>   | <b>APPROVED [UNANIMOUS]</b>  |
| <b>MOVER:</b>    | Simasek  |
| <b>SECONDER:</b> | Solomon  |
| <b>AYES:</b>     | Ward, Suiter, Lawrence, Croslin, Schaible, Simasek, Haba, Peabody, Solomon, Spell Wolf |
| <b>ABSENT:</b>   | None   |

**ATTEST:  
March 15, 2021**

**Laura Reams, City Clerk**

**Sean Corcoran, Deputy City Clerk**



# City of Hyattsville

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

## Agenda Item Report

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**File #:** HCC-259-FY21

3/15/2021

7.a)

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Submitted by: Laura Reams  
Submitting Department: City Clerk  
Agenda Section: Presentation

**Item Title:**

Presentation of the 2021 Election Candidates

**Suggested Action:**

For Presentation

**Summary Background:**

Ms. Greta Mosher, Chair of the Board of Supervisors of Elections will present the list of certified candidates for office for the May 11, 2021 City Election.

**Next Steps:**

Ballots will be mailed to all registered voters in early April.

Ballots may be returned three (3) ways:

- 1) By mail.
- 2) By secure drop box. Drop boxes will be installed by April 1 at the City building and at Heurich Park.
- 3) In person on Election Day, May 11, 2021 between 7 AM to 8 PM. A polling center for all Wards will be hosted at the City Building.

**Fiscal Impact:**

N/A

**City Administrator Comments:**

For presentation.

**Community Engagement:**

There is a communications plan in process for the City election. The City is using a variety of print, social, and video mediums to communicate election information.

**Strategic Goals:**

Goal 1 - Ensure Transparent and Accessible Governance

**Legal Review Required?**

N/A



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## Agenda Item Report

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**File #:** HCC-256-FY21

3/15/2021

7.b)

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Submitted by: Cheri Everhart  
Submitting Department: Community Services  
Agenda Section: Presentation

**Item Title:**

**Magruder Park Renaming - Presentation**

**Suggested Action:**

Presentation

**Summary Background:**

The City Council passed a motion on March 18<sup>th</sup>, 2019 that:

- a) Authorized the City Attorney to investigate the feasibility of, and legal requirements for, changing the name of Magruder Park.
- b) Authorized the City Attorney to investigate the feasibility of, and legal requirements for, updating the deed to exclude the offensive language as defined in the motion summary background details and effectively remove any restrictions on use of the public amenity that would be considered discriminatory as defined by the Hyattsville Human Rights Act.
- c) Directed the City Administrator to assist the City Council by preparing recommendations, based on the tools available to the City of Hyattsville, to encourage a public engagement process.

The City Attorney worked with outside counsel to prepare and record in the land records a deed, and other required documentation, that removes the discriminatory language contained in the original Park conveyance.

With the completion of parts a) and b), the staff proceeded to engage the community in the process to select a name for the park that is welcoming, inclusive, and unifying. In Fall of 2020, City staff launched a campaign designed to collect suggestions for the renaming of Magruder Park. Over 800 submissions were received. The Race and Equity Task Force and Health, Wellness, and Recreation Advisory Committee met jointly to sort through the collection of submissions, discuss the options, and prepare a list of recommendations for Council discussion. Stacie Whitesides from the Race and Equity Task Force and Peter Reiniger from the Health, Wellness, and Recreation Advisory Committee will present the joint recommendations during the Council Meeting of March 15.

There will be time allotted on the discussion agenda for initial Council feedback.

**Next Steps:**

The City Council is scheduled to discuss the recommendations on March 15 and April 5 (after the Public Hearing). A Public Hearing will be scheduled for April 5, 2021 with action tentatively scheduled for April 19, 2021.

**Fiscal Impact:**

TBD, there will be costs associated with the park renaming related to legal fees, signage, and possibly an event to celebrate the renaming.

**City Administrator Comments:**

For presentation

**Community Engagement:**

A Public Hearing will be scheduled for April 5, 2021.

**Strategic Goals:**

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

**Legal Review Required?**

N/A



Stacie Whitesides  
Race and Equity Task Force

Pete Reiniger  
Health, Wellness and Recreation Advisory Committee



## Suggested Park Names:

- David C. Driskell Community Park
- Nacotchtank Community Park
- Unity Community Park
- Gateway Community Park
- Inspiration Park

## **Memo from the Joint Committee to the Hyattsville City Council**

In the summer of 2020, many people participated in a powerful movement for racial justice that swept across the United States of America, the State of Maryland, Prince George’s County and the City of Hyattsville. This movement highlighted community issues and concerns on many levels. On June 1, 2020, the Hyattsville City Council passed RESOLUTION 2020-05, A Resolution in Defense of Black Lives, in which they made a commitment to enact policies that unequivocally defend Black lives and to undo the impacts of systemic racism on Black residents of the City of Hyattsville.

Prior to the passage of that resolution, Mapping Racism - a collaborative project led by the Hyattsville Community Development Corporation and supported by the City - uncovered that the deed that established William Pinckney Magruder Park (Magruder Park) contained racist and segregationist language, specifically a restrictive covenant that the park be used by “Caucasian inhabitants only.” On March 18, 2020, the City of Hyattsville unanimously passed a motion:

“to investigate the feasibility of and legal requirements for changing the name of Magruder Park without reverting ownership of the land back to the Magruder Family and/or Estate,” and

“to investigate the feasibility of and legal requirements for changing the name of Magruder Park without reverting ownership of the land back to the Magruder Family and/or Estate,” and

to “devise an action plan to address the community implications associated with the property’s history and the City’s relationship with the donor (and/or his Estate).” The action plan shall include measures the Council deems appropriate, as well as the supporting process, timeline, and community outreach and engagement.”

In 2020, Council directed City staff to file a quit claim to remove the racially restrictive covenant from the deed for Magruder Park. Council initially anticipated that the park could be renamed in early 2021. To meaningfully engage the public in renaming the park, the City issued a challenge, soliciting handwritten and electronic proposals. The community responded by submitting more than 800 suggestions. The City Council formed a Joint Committee of members of the Race and Equity Task Force and the Health, Wellness and Recreation Advisory Committee and assigned us to review and discuss the proposed names and submit a short vetted list to the Council, along with a clear justification for each recommendation.

### **Considerations**

City staff instructed the members of the Joint Committee to take the following into consideration:

- The new name should be welcoming, relatable, and inclusive, and resonate with the diverse cultural make-up of the City’s population.
- The proposed name should withstand the test of time and not become passé or controversial in the near future.

During its first meeting, members of the Joint Committee recognized that there were potential concerns associated with almost all types or categories of proposed names. For example, the Joint Committee pointed out that members of a diverse community may not share common interpretations of concepts. The cultural, historical and other lenses through which we view concepts create a wide range of personal interpretations. With this in mind, the Joint Committee carefully considered only a handful of widely relatable concepts as possible names for the park.

The Joint Committee also recognized the potential risks of naming the park after a person, given that humans are fallible and that future discoveries may call a person's character, words and actions into question. This could place the City in a similar situation to the one we find ourselves in today. With this in mind, the Joint Committee is recommending only one proposal based on a person's name.

## **RECOMMENDATIONS**

### **Land Acknowledgement**

Before introducing name recommendations, the Joint Committee requests that, as part of the renaming process, the City plan for a Land Acknowledgement. We recommend both a verbal acknowledgement during the City's park renaming ceremony and a permanent written acknowledgement (e.g., You are on tribal land of the Nacotchtank people), etched into a feature such as a large quartz boulder prominently displayed in the park, similar to the *grandfather rocks* outside the National Museum of the American Indian in Washington, DC. The acknowledgment would state that, when European colonists arrived, Native people lived on the land that is now considered the park as well as on the surrounding land. The Nacotchtank tribe inhabited the area for up to 10,000 years before they were forced from their land and decimated by infectious disease.

Piscataway Elder Rico Newman, who is a resident of nearby University Park, a State Commissioner for the Maryland Commission on Indian Affairs, and Chair of the Maryland Indian Tourism Association, said the physical land acknowledgement will honor and respect Nacotchtank ancestors and living members of the tribe who are connected to this land, and create a lasting memory for park visitors to carry with them. If Council decides to pursue a verbal and written land acknowledgement as described above, Elder Newman recommends that the unveiling ceremony include an honor song and smudging.

### **Names**

The Joint Committee provides the following recommended names and a rationale for each name to the City Council for consideration as the new name for Magruder Park. In addition, the Joint Committee

recommends that the City refer to the park in English and Spanish at a minimum, and perhaps also in other languages that are spoken by residents of Hyattsville.

### Primary Names

- David C. Driskell Community Park – Two hundred thirty-five submissions, more than one quarter of the 831 responses, requested that the park be renamed in honor of David C. Driskell, a long time resident of Hyattsville. Mr. Driskell was a noted artist, scholar, curator, collector, art historian, educator, and advocate for inclusion of African American art into the national culture. He served on the faculty of several Historically Black Colleges & Universities (HBCU's) but is most widely recognized for his time from 1977 to 1998 at the University of Maryland College Park where the Center for the Study of the Visual Arts and Culture of African Americans and the African Diaspora is named in his honor. Mr. Driskell died of COVID-19 during the spring of 2020.
- Nacotchtank Community Park – We received a proposal for the name "Anaquash Park." The Nacotchtank word "anaquash" refers to the village trading center that existed along the Anacostia River. People came from as far away as the Gulf, Mississippi and Great Lakes Regions to trade goods along the Anacostia. It has been estimated that Native Americans inhabited the land along the river for more than 10,000 years. Elder Rico Newman said that if the Council chooses to memorialize the Native people who lived, raised families, prospered, and died on this land, then he suggests the name *Nacotchtank Park* rather than Anaquash Park. The word Nacotchtank might be a bit of a tongue twister at first, but Elder Newman recommended that we honor the Native people with a less anglicized version of the name. Nacotchtank refers to the place on the river where it takes a turn, i.e., where the Potomac River bends and meets the Anacostia River. The Nacotchtank area stretches from the Wilson Bridge northward past Bladensburg to Indian Creek.
- Unity Community Park - Twenty- six respondents requested the park be named Unity Park or a similar variant. Unity is defined as the state of being united or joined as a whole. It was recognized that the park serves as a place in the community where all residents can come together regardless of race, ethnicity, gender or socio-economic status and be joined together as a diverse, yet united community. This name denotes a place where all are welcome and can interact in a harmonious manner.
- Gateway Community Park - The City of Hyattsville sits on the northern edge of the Gateway Arts District and the City is an integral part of that community, acting as a gateway to the rest of the Arts District. Likewise, the park serves as a gateway to the many programs, activities and endless possibilities that await the community as they enter the park. These range from attendance at programs for youth and adults conducted in the Recreation Center; use of the athletic facilities, the playgrounds, and the walking and biking trails; or enjoyment of a moment of solitude in the woods. The park is often used as a gateway to activities outside the everyday routines of City residents.
- Inspiration Park - Twenty-six respondents requested the park be named Inspiration Park. Residents are inspired by many things that can be seen and experienced within the boundaries of the park such as taking time to experience nature on one of the trails that wind through the wooded areas; seeing children and families joyfully playing on the playgrounds or on the athletics

fields; or engaging in the various programs which take place in the park's recreation center. Visitors to the park are inspired to see the possibilities that exist in the world around them and to become an active participant in all of the opportunities that are provided.

### **Secondary Name**

The Joint Committee recommends "Community Park" as a secondary name to indicate that everyone is welcome. Nineteen respondents indicated that the park should be named Hyattsville Community Park or a similar variant. To counteract the racially restrictive covenant, it is important to indicate clearly that the park is a place where people of all backgrounds and identities come together. If selected, Inspiration Park is the only proposed name for which the Joint Committee does not recommend adding the secondary name.

### **Gratitude**

The members of the Race and Equity Task Force and the Health, Wellness and Recreation Advisory Committee are thankful for the opportunity to participate in this anti-racist community building process, and look forward to Council's decision to adopt a new name for the park.



# City of Hyattsville

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## Agenda Item Report

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**File #:** HCC-250-FY21

3/15/2021

8.a)

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

**Item Title:**

**DPW New Construction - Outfitting of New Vehicle Maintenance Bays**

**Suggested Action:**

I move that the Mayor and Council authorize the City Administrator to purchase equipment for the outfitting of the new DPW facility vehicle maintenance bays from Liftnow for an amount not to exceed \$160,000.00. Liftnow was selected because they are a member of the Sourcewell Cooperative Purchasing agreement and can provide both turnkey sales & installation, as well as ongoing maintenance.

**Summary Background:**

In the spring of 2016 the City Council authorized the construction and outfitting of the new Public Works facility. Construction began in the fall of 2019 and will be completed in the spring of 2021. The last work to be do before the building can be put into full operations is the installation of the lifts and other vehicle maintenance equipment.

**Next Steps:**

Complete the order and schedule installation.

**Fiscal Impact:**

NTE \$160,000.00

**City Administrator Comments:**

Recommend Approval

**Community Engagement:**

N/A

**Strategic Goals:**

Goal 4 - Foster Excellence in all City Operations

**Legal Review Required?**

N/A



# Proposal

www.liftnow.com  
 sales@liftnow.com - Fax: 914-734-7479  
 1-800-LIFTNOW

|             |              |
|-------------|--------------|
| Date:       | 2/15/2021    |
| Valid Until | 3/31/2021    |
| Quote #:    | Hyattsville  |
| Sales Rep   | Liftnow Team |

**Customer:**

City of Hyattsville  
 4633 Arundel Place  
 Hyattsville MD 20781  
 Attn: Hal Metzler  
 Deputy Director of Public Works and Project Manager

| Qty | Description   | List Price  | Sourcewell Price |
|-----|---|-------------|------------------|
| 2   | 6" x 30' 600 Degree Spring Hose Reel: Fume A Vent, Spring Operated Hose Reel with 6" x 30' Type 2 600 Degrees Fahrenheit Silicone/Nomex Hose on widened Hose Reel   | \$6,480.00  | \$5,832.00       |
| 3   | Fume-A-Vent Direct Drive Blower, 1 HP, 1-PH, Direct Mount To Hose Reel  | \$3,840.00  | \$3,456.00       |
| 3   | Fume-A-Vent Control Box Starter With Line Voltage Landing Terminals. Features A Mid-Steel NEMA 4 Enclosure With 3-Way (HAND-OFF-AUTO) Switch And Reset Button. For Use With A 230V, 1HP, 1PH Fan And Compatible 230V, 1PH Source. | \$2,280.00  | \$2,052.00       |
| 1   | Fume-A-Vent Spring Operated Hose Reel With 4" X 30' Type 3 400 Degrees Fahrenheit Polyester Impregnated Rubber Hose On Widened Hose Reel  | \$2,216.00  | \$1,994.40       |
| 2   | Fume-A-Vent Tailpipe Adapter, Stainless Steel, Tapered Cone, Fits 6" HoseOptions:- Spring Clamp Option For Type 4 Nozzle- Lifting Sleeve Option For Type 4 Nozzle   | \$534.00    | \$480.60         |
| 1   | 4" Soft Rubber High Temperature Tailpipe Adapter With Spring Clamp For 4" Hose  | \$107.00    | \$96.30          |
| 1   | Crushproof 3" Y-ASSY W/F300 Adapter (DUALS)<br>(2)4' X 3" FLT300 Crushproof Hose<br>(1) RY30 Rubber Y-Connector For 3" Hose<br>(2) F300 3" Tailpipe Adapter With Hook & Chain   | \$300.00    | \$270.00         |
| 1   | Nordfab Quick-Fit Laser Welded Clamp-Together Duct System QF Duct System For Fume-A-Vent  | \$4,662.90  | \$4,196.61       |
| 1   | Sourcewell Service Program - Turnkey Install of Exhaust System of Fans and Blowers. Includes full crew. **ELECTRICAL BY OTHERS**  | \$16,500.00 | \$14,850.00      |
|     | <b>Additional Discount (0.5% at \$10,000+ on Material)</b>  |             | <b>(\$91.89)</b> |

**Special Notes and Instructions**

PLEASE ADD SALES TAX. ELECTRICAL HOOK-UP, AIR HOOK-UP, REMOVAL OF EXISTING EQUIPMENT AND ANY CONCRETE WORK, IF NECESSARY, IS THE RESPONSIBILITY OF THE CUSTOMER. (UNLESS OTHERWISE SPECIFIED ABOVE). CUSTOMER IS ALSO RESPONSIBLE FOR THE PRESENCE OF ANY AND ALL SUB-SURFACE FEATURES OR CONDITIONS INCLUDING BUT NOT LIMITED TO ROCK, LEDGE, GROUND WATER, CONCRETE OF GREATER THAN 6" THICKNESS, AIR, UTILITY OR RADIANT HEATING LINES WHICH MAY REQUIRE RELOCATION OR REPAIR. REMOVAL OR DISPOSAL OF ANY CONTAMINATED SOIL, IF PRESENT, IS THE RESPONSIBILITY OF THE OWNER OF THE PROPERTY. ANY PERMITS, FILINGS OR FEES ARE THE RESPONSIBILITY OF THE CUSTOMER. CUSTOMER IS RESPONSIBLE FOR HAVING A FORKLIFT TO UNLOAD AND RECEIVE THE SHIPMENT.



|                 |                    |
|-----------------|--------------------|
| Subtotal        | \$36,919.90        |
| <b>Discount</b> | <b>\$3,783.88</b>  |
| Freight         | \$1,304.16         |
| <b>Total</b>    | <b>\$34,440.18</b> |

Above information is not an invoice and only an estimate of services/goods described above.

Please confirm your acceptance of this quote by signing this document.

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



# Proposal

www.liftnow.com  
 sales@liftnow.com - Fax: 914-734-7479  
 1-800-LIFTNOW

|             |              |
|-------------|--------------|
| Date:       | 2/15/2021    |
| Valid Until | 3/31/2021    |
| Quote #:    | Hyattsville  |
| Sales Rep   | Liftnow Team |

**Customer:**

City of Hyattsville  
 4633 Arundel Place  
 Hyattsville MD 20781  
 Attn: Hal Metzler  
 Deputy Director of Public Works and Project Manager

| Qty | Description  | List Price  | Sourcewell Price    |
|-----|--|-------------|---------------------|
| 1   | Challenger Made in the USA CL12-2 Symmetric 2-post lift, 3-stage front and rear arms, mechanical lock release (188 in. height) **RED IN COLOR**  | \$10,928.63 | \$7,267.54          |
| 1   | Challenger Made in the USA 15002-3S Symmetric cargo vehicle 2-post lift, 3-stage front and 3-stage rear arms & 2 ft. extensions (198 in. height). Only 15K+ Capacity Lift with THREE STAGE ARMS. **RED IN COLOR**  | \$19,680.85 | \$13,087.77         |
| 4   | Challenger B2260 Round rubber style double screw foot pad assembly - price per piece   | \$253.36    | \$168.48            |
| 2   | Sourcewell Service Program: Two Post - Heavy Capacity (>=12,000-lb.) Incentive of \$1,200.00 included below.   | \$5,898.00  | \$5,898.00          |
| 2   | Mahle Brand (Gray - Made in the USA)CSS-12T - 12 ton Commercial Vehicle Support Stand (Pair)- Tall, 30-52" Rise  | \$3,678.24  | \$1,798.66          |
| 1   | American Forge & Foundry 20 Ton Super Duty Shop Press ** Higher Capacity Available for Additional Cost **<br>**WELDED CONSTRUCTION** Incentive of \$31.55 included below.  | \$2,039.57  | \$1,121.76          |
| 1   | Coats Made in the USA 80X Premium Tire Changer with 2HP Motor (vs. 1HP most other models). Service 19.5 assemblies. Air Power Quoted.. Available in 115V 3 Year Warranty (vs. 1 Year on Cheaper Models) Incentive of \$3,700.00 included below.  | \$20,079.30 | \$13,051.55         |
| 1   | Coats Wheel Lift Made in the USA for 80X Tire Changer - Helps with Heavier Wheel Assemblies, Minimize Damage and Maximizing Technician Comfort/Safety. Incentive of \$30.00 included below.  | \$1,293.27  | \$840.63            |
| 1   | Coats Made in the USA 1500 Wheel Balancer including Laser Placement, Automatic Data Entry and Stop/Lock/Index. Available in 220V 1Ph or 3Ph. Incentive of \$900.00 included below.   | \$12,598.18 | \$8,188.82          |
| 1   | Mattei BLADE 7 HX-TM SE 120 Made in Italy 10 HP Compressor mounted on 120 Gallon Tank; 150 PSIG at 33.4 CFM. Includes: moisture separator with zero-loss drain, 1.0 micron prefilter, refrigerated air dryer sized for summer heat, all mounted and piped onto an 80 or 120 gallon horizontal ASME air tank. | \$12,494.00 | \$9,370.50          |
| 1   | JET 354170 JDP-20MF, 20" Floor Drill Press 115/230V 1Ph  | \$1,477.14  | \$1,193.01          |
| 1   | JET 414458 HVBS-56M, 5" x 6" Horizontal/Vertical Bandsaw   | \$757.14    | \$665.66            |
| 1   | Mahle ACX2280 - High Performance R1234yf Air Conditioning Service System   | \$11,999.98 | \$5,867.99          |
| 1   | <b>Quantity Discounts (Per Sourcewell Contract). Extra 1% on Coats 2+ Pieces; Extra 2.5% 2+ Lift Installations</b>   |             | <b>(\$368.26)</b>   |
| 1   | <b>Additional Discounts (Per Liftnow, Ending 3/31/2021)</b>  |             | <b>(\$5,911.55)</b> |

**Special Notes and Instructions**

PLEASE ADD SALES TAX. ELECTRICAL HOOK-UP, AIR HOOK-UP, REMOVAL OF EXISTING EQUIPMENT AND ANY CONCRETE WORK, IF NECESSARY, IS THE RESPONSIBILITY OF THE CUSTOMER. (UNLESS OTHERWISE SPECIFIED ABOVE). CUSTOMER IS ALSO RESPONSIBLE FOR THE PRESENCE OF ANY AND ALL SUB-SURFACE FEATURES OR CONDITIONS INCLUDING BUT NOT LIMITED TO ROCK, LEDGE, GROUND WATER, CONCRETE OF GREATER THAN 6" THICKNESS, AIR, UTILITY OR RADIANT HEATING LINES WHICH MAY REQUIRE RELOCATION OR REPAIR. REMOVAL OR DISPOSAL OF ANY CONTAMINATED SOIL, IF PRESENT, IS THE RESPONSIBILITY OF THE OWNER OF THE PROPERTY. ANY PERMITS, FILINGS OR FEES ARE THE RESPONSIBILITY OF THE CUSTOMER. CUSTOMER IS RESPONSIBLE FOR HAVING A FORKLIFT TO UNLOAD AND RECEIVE THE SHIPMENT.



|                    |                    |
|--------------------|--------------------|
| Subtotal           | \$103,177.66       |
| <b>Discount</b>    | <b>\$40,937.11</b> |
| Freight (Only JET) | \$180.00           |
| <b>Total</b>       | <b>\$62,420.55</b> |

Above information is not an invoice and only an estimate of services/goods described above.

Please confirm your acceptance of this quote by signing this document.

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



# Estimate

www.liftnow.com  
 sales@liftnow.com - Fax: 914-734-7479  
 1-800-LIFTNOW

Date:  
 Valid Until  
 Quote #:  
 Sales Rep

|                      |
|----------------------|
| 3/5/2021             |
| 4/4/2021             |
| HyattsvilleLubeParts |
| Paul                 |

**Customer:**

City of Hyattsville **Sourcewell Member ID: 33637**  
 4633 Arundel Place  
 Hyattsville MD 20781  
 Attn: Hal Metzler  
 Deputy Director of Public Works

| Qty | Description   | List Price | Sourcewell Price  |
|-----|---|------------|-------------------|
| 4   | Lincoln SKF // Alemite 5:1 Ram Stub Pump                                  | \$7,449.96 | <b>\$4,470.00</b> |
| 4   | Lincoln SKF // Alemite Air Hose   | \$441.96   | <b>\$247.48</b>   |
| 4   | Lincoln SKF // Alemite Fluid Connecting Hose                              | \$1,030.16 | <b>\$576.88</b>   |
| 4   | Lincoln SKF // Alemite Suction Kit (Down Tube) PVC - 21.75"               | \$292.60   | <b>\$1,053.36</b> |
| 4   | Lincoln SKF // Alemite Wall Mount Bracket                                 | \$597.72   | <b>\$2,151.79</b> |
| 4   | Lincoln SKF // Alemite Pressure Relief Valve - 1000 PSI                   | \$695.12   | <b>\$417.08</b>   |
| 4   | Lincoln SKF // Alemite Filter/Regulator Gauge                             | \$365.96   | <b>\$219.56</b>   |
| 4   | Lincoln SKF // Alemite Shut off Valves (1/2") - 600 PSI (Pumps)           | \$166.20   | <b>\$99.72</b>    |
| 4   | Lincoln SKF // Alemite 1/2" x 50' Air Reels (Medium Pressure - Oil Reels) | \$2,396.20 | <b>\$1,437.72</b> |
| 2   | Lincoln SKF // Alemite 1/2" x 50' Air Reels (Low Pressure)                | \$1,307.02 | <b>\$784.22</b>   |
| 4   | Lincoln SKF // Alemite 3/8" x 50' Air Reels (Low Pressure)                | \$1,997.40 | <b>\$1,198.44</b> |
| 4   | Lincoln SKF // Alemite Shut off Valves - 2000 PSI (Oil Reels)             | \$1,060.88 | <b>\$636.52</b>   |
| 6   | Lincoln SKF // Alemite Shut off Valves (1/2") - 600 PSI (Air Reels)       | \$249.30   | <b>\$149.58</b>   |
| 4   | Lincoln SKF // Alemite Electronic Meter - Flex Extension                  | \$1,861.44 | <b>\$1,116.88</b> |
|     |   |            |                   |
|     |   |            |                   |
|     |   |            |                   |

**Special Notes and Instructions**

PLEASE ADD SALES TAX. ELECTRICAL HOOK-UP, AIR HOOK-UP, REMOVAL OF EXISTING EQUIPMENT AND ANY CONCRETE WORK, IF NECESSARY, IS THE RESPONSIBILITY OF THE CUSTOMER. (UNLESS OTHERWISE SPECIFIED ABOVE). CUSTOMER IS ALSO RESPONSIBLE FOR THE PRESENCE OF ANY AND ALL SUB-SURFACE FEATURES OR CONDITIONS INCLUDING BUT NOT LIMITED TO ROCK, LEDGE, GROUND WATER, CONCRETE OF GREATER THAN 6" THICKNESS, AIR, UTILITY OR RADIANT HEATING LINES WHICH MAY REQUIRE RELOCATION OR REPAIR. REMOVAL OR DISPOSAL OF ANY CONTAMINATED SOIL, IF PRESENT, IS THE RESPONSIBILITY OF THE OWNER OF THE PROPERTY. ANY PERMITS, FILINGS OR FEES ARE THE RESPONSIBILITY OF THE CUSTOMER. CUSTOMER IS RESPONSIBLE FOR HAVING A FORKLIFT TO UNLOAD AND RECEIVE THE SHIPMENT. PRICES ARE GOOD FOR 30 DAYS. ADD 4% IF USING CREDIT CARD. MUST SIGN CHARGEBACK AGREEMENT AND AUTHORIZATION.



|                 |                    |
|-----------------|--------------------|
| Subtotal        | \$19,911.92        |
| <b>Discount</b> | <b>\$5,352.69</b>  |
| Freight         | INCLUDED           |
| <b>Total</b>    | <b>\$14,559.23</b> |

Above information is not an invoice and only an estimate of services/goods described above.

Please confirm your acceptance of this quote by signing this document.

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





# City of Hyattsville

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

## Agenda Item Report

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**File #:** HCC-251-FY21

3/15/2021

8.b)

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

**Item Title:**  
**Nicholson Street Tree Planting Pilot Project**

**Suggested Action:**

I move that the Mayor and Council Authorize an expenditure not to exceed \$70,000 to Stormwater Management, LLC (SMC) for the installation of Silva Cells and Street trees on the 3100 block of Nicholson Street under their existing contract.

**Summary Background:**

Over the past several years City staff have met with parents and residents to discuss pedestrian safety and other issues related to the drop off and pickup of students in front of Felegy Elementary School in the 3100 Block of Nicholson Street. After years of planning and trying several potential solutions, the City modified the intersection of Nicholson Street and Maryhurst Drive to provide a safer pedestrian crossing and safer vehicular access. This tree planting is the final portion of the work to complete the tree canopy restoration in the area now that the street modifications are complete.

**Next Steps:**

Issue purchase order and install trees.

**Fiscal Impact:**

NTE \$70,000

**City Administrator Comments:**

Recommend Approval

**Community Engagement:**

Numerous public meetings have been held over the past 4+ years to discuss this area in front of Felegy Elementary School regarding the safe crossing of the street as well as drainage and landscaping issues.

**Strategic Goals:**

Goal 3 - Promote a Safe and Vibrant Community

**Legal Review Required?**

N/A



10944 Beaver Dam Rd, Ste C | Hunt Valley, MD 21030  
P: 410.785.0875 | [www.mdswm.com](http://www.mdswm.com) | [info@mdswm.com](mailto:info@mdswm.com)

## **WORK AUTHORIZATION**

**Date:** February 23, 2021

**To:** City of Hyattsville  
Lesley Riddle [lriddle@hyattsville.org](mailto:lriddle@hyattsville.org)  
Dawn Taft: [dtaft@hyattsville.org](mailto:dtaft@hyattsville.org)  
Tara George: [tgeorge@hyattsville.org](mailto:tgeorge@hyattsville.org)  
Hal W. Metzler, Jr.: [hmetzler@hyattsville.org](mailto:hmetzler@hyattsville.org)

**Project:** **ES-21-054**  
Nicholson Street Improvements - Phase I, II and III Construction

In accordance with your request, Stormwater Maintenance, LLC (dba SMC) is pleased to submit this work authorization proposal for the requested repairs on the above referenced facility. This proposal is based on *Nicholson Street Bioretention Rehabilitation* dated 1/19/2021, *Nicholson Street Water Quality Street Trees* dated 2/2/2021, and *31st Place Concrete Restoration* dated 2/2/2021, developed by SMC and Bradley Site Design, Inc. and approved by you.

### **Scope of Services:**

SMC proposes to perform work as specifically described in the following scope of work, in accordance with the above referenced plans.

#### Phase 1 - Bioretention Rehabilitation:

1. Mobilize, one time, a repair crew and all necessary equipment to the site.
2. Install E&S Controls per the approved plans.
3. Remove accumulated sediment and replace mulch in the facility.
4. Furnish and install landscape plantings.
5. Seed and stabilize disturbed areas upon completion.
6. Provide proper photographic documentation confirming completion of work.

#### Phase 2 - Water Quality Street Trees:

1. Mobilize, one time, a repair crew and all necessary equipment to the site.
2. Install E&S Controls per the approved plans.
3. Furnish and install up to nine (9) silva cell trees per the above referenced plans.
4. Seed and stabilize disturbed areas upon completion.
5. Provide proper photographic documentation confirming completion of work.

#### Phase 3 - Concrete Restoration:

1. Mobilize, one time, a repair crew and all necessary equipment to the site.
2. Install E&S Controls per the approved plans.
3. Remove and dispose of approximately 650 square feet of existing concrete and subbase.
4. Furnish and install approximately 650 square feet of porous concrete per plan detail.
5. Furnish and install the plantings.
6. Seed and stabilize disturbed areas upon completion.
7. Provide proper photographic documentation confirming completion of work.

#### Alternate #1 - Concrete Restoration:

We protect and restore watersheds.  
[www.MdSWM.com](http://www.MdSWM.com)

1. Remove and dispose of approximately 1,400 square feet of additional existing concrete and subbase.
2. Furnish and install 6 inches of #57 stone.

Alternate #2 - Concrete Restoration:

1. Remove and dispose of up to 1,400 square feet of additional existing concrete and subbase.
2. Furnish and install approximately 1,400 square feet of porous concrete per plan detail.

Work proposed herein is limited to what is described in the above Scope of Services. This proposal does not include permitting, as-built survey, or any type of landscape certification. Additionally, this proposal assumes no flagging operation is necessary during construction. Watering of installed plants after installation is not included in this proposal. Any work requested to be performed, is subsequently requested by the Client, or otherwise not described above may result in additional costs. You will be advised of any additional costs prior to commencing additional work.

**Terms:** Per existing contract dated January 7, 2020

|              |                                 |                      |
|--------------|---------------------------------|----------------------|
| <b>Cost:</b> | Phase 1 - Bioretention:         | \$40,857.00 Lump Sum |
|              | Phase 2 - Street Trees:         | \$69,117.00 Lump Sum |
|              | Phase 3 - Concrete Restoration: | \$47,363.00 Lump Sum |
|              | Alternate #1:                   | \$11,900.00 Lump Sum |
|              | Alternate #2:                   | \$57,974.00 Lump Sum |

**Submitted by:**



Eric Ettenhofer  
Project Manager

**Client Acceptance:**

Your authorization for SMC to proceed with the work via written, verbal, email, fax, purchase order, or other preferred contract format acknowledges your acceptance of this Authorization and the terms and conditions of our existing contract.

Agreed and Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

By \_\_\_\_\_

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

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

By signing above, you acknowledge that you are authorized to enter into contractual agreements for the entity that is responsible for the work proposed herein.



# 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-252-FY21

3/15/2021

8.c)

---

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

**Item Title:**  
**Award of Building Cleaning Contract**

**Suggested Action:**

I move that the Mayor and Council authorize the City Administrator to enter into an agreement with Sentral Services for cleaning of City buildings and authorize an expenditure not to exceed \$100,000 per year for the life of contract, pending review of the City Attorney.

**Summary Background:**

In January 2021 City staff solicited a request for proposal (RFP) for building cleaning maintenance. The City received six (6) proposals in response to the RFP. After reviewing the proposals, it was determined that Sentral Services was both responsive and responsible, and provided the best value for the City.

**Next Steps:**

Complete the contract with Sentral Services.

**Fiscal Impact:**

NTE \$100,000 per year

**City Administrator Comments:**

Recommend Approval

**Community Engagement:**

N/A

**Strategic Goals:**

Goal 1 - Ensure Transparent and Accessible Governance

**Legal Review Required?**

Pending



**SENTRAL**  
SERVICES

**RFP #DPW20-001**  
Building Cleaning Maintenance  
**COPY**



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February 1, 2021

Laura Reams  
City Clerk  
The City of Hyattsville  
4310 Gallatin Street  
Hyattsville, Maryland 20781

RE: RFP #DPW20-001  
Building Cleaning Maintenance

Dear Ms. Reams,

It is with sincere gratitude and appreciation that I enclose our proposal for Building Cleaning Maintenance at the Hyattsville locations. Our tri-focus at Sentral centers on our Clients, Team Members & the Environment allowing us to deliver a GREEN service with an educated staff that loves what they do: deliver a superior product and a clean atmosphere for your team.

Additionally our communications only begin during the sales process. We are there each and every day to address the needs and concerns that you and your fellow team mates may have.

Janitorial is a relationship-based contract. It is personal. It is cleaning. It is service. It is the "little things." Finally, it is teamwork performance and that being said, we are ready to be there for you in all the new and exciting developments that will evolve as we grow together as a team.

As the President of Sentral Services, I have the legal authority to negotiate, obligate and bind the corporation through signature. Please contact me at 301-339-0517 or [gtucker@centralservices.com](mailto:gtucker@centralservices.com) with any questions.

Respectfully,

A handwritten signature in blue ink, appearing to read 'Greg Tucker', is written over a blue oval graphic.

Greg Tucker  
President

Sentral Services, LLC  
11218 Midvale Rd, Kensington, MD 20895  
P: 301-339-0517  
F: 301-263-8598  
[www.centralservices.com](http://www.centralservices.com)

ENGAGED • EMPOWERED • PEOPLE

## PROPOSAL DOCUMENTS

In order to qualify for this Project, Contractors must submit all information requested in the following pages.

### CONTRACTOR INFORMATION

Proposals must adhere to the format of these Proposal forms and content of this RFP. Proposals will not be evaluated unless all parts of the Proposal form are submitted in a complete package. The information set forth is the minimum required in order to qualify for consideration.

|                  |   |
|------------------|---|
| Firm Name        | Sentral Services, LLC   |
| Address          | 11218 Midvale Rd  |
| City, State, Zip | Kensington, MD 20895  |
| Contact Person   | Greg Tucker  |
| Phone Number     | 301-339-0517  |
| Email Address    | gtucker@sentraiservices.com   |

## PROPOSAL RATE SHEET

In compliance with your Invitation to Proposal, we propose to furnish all materials, labor, equipment and services, necessary to complete the work as outlined in the Scope, per the pricing stated below:

| Item | Approx. Quantity | Unit | Position  | Unit Rate             | Proposal Amount    |
|------|------------------|------|---|-----------------------|--------------------|
| 1    | 260              | Days | <b>Cleaning of the City Administration Building<br/>4310 Gallatin St<br/>5 Days a week</b>            | \$85.00               | \$22,100.00        |
| 2    | 104              | Days | <b>Cleaning of the Department of Public Works Building<br/>4637 Arundel Place<br/>2 Days a week</b>   | \$78.00               | \$8,112.00         |
| 3    | 104              | Days | <b>Cleaning of the Department of Public Works Building<br/>4633 Arundel Place<br/>2 Days a week</b>   | \$51.00               | \$5,304.00         |
| 4    | 356              | Days | <b>Cleaning of the Magruder Park Recreation Building<br/>3911 Hamilton St<br/>7 Days a week</b>       | \$45.00               | \$16,020.00        |
| 5    | 130              | Days | <b>Cleaning of the Teen Center Recreation Building<br/>5812 40<sup>th</sup> Ave<br/>5 Days a week</b> | \$32.00               | \$4,160.00         |
| 6    | 260              | Days | <b>Cleaning of the Public Safety Building<br/>3505 Hamilton St<br/>5 Days a week</b>                  | \$147.00              | \$38,220.00        |
|      |                  |      |   |                       |                    |
|      |                  |      |   |                       |                    |
|      |                  |      |   |                       |                    |
|      |                  |      |   | <b>Total Proposal</b> | <b>\$93,916.00</b> |

The quantities on this Proposal form are an estimate. Proposals will be for an hourly rate; Contractor will be only paid for work that is inspected and accepted by the City.

**PROPOSAL FORM PRICE AUTHORIZATION**

By signing this Proposal form, such action certifies that the Contractor has personal knowledge of the following:

That said Contractor has examined the RFP and specifications, carefully prepared the Proposal form, and has checked the same in detail before submitting said Proposal; and that said Contractor, or the agents, officers, or employees thereof, have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive Proposing in connection with this Proposal.

That all said work will be performed at the Contractor's own proper cost and expense. The Contractor will furnish all necessary materials, labor, tools, machinery, apparatus and other means of construction in the manner provided in the applicable specifications, and at the time stated in the contract.

The undersigned, being a reputable Contractor and having submitted the necessary pre-qualification forms, hereby submits in good faith and in full accordance with all specifications, attached or integral, his/her Proposal:

Name of Contractor **Sentral Services, LLC**

Authorized Signature 

Name and Title of Signatory **Greg Tucker, President**

Date **1/29/2021**

Type of Organization (circle One): Corporation Partnership Proprietorship

SEAL: *Sentra Svcs, LLC*  
(If corporation)



## COMPANY BACKGROUND

Company Name **Sentral Services, LLC**

---

Main Office Location **11218 Midvale Rd, Kensington, MD 20895**

---

Year Founded **2007**

---

Project Manager Name **Francisco Lizama**

---

Project Manager Phone **240-215-5740**

---

Project Manager Email **flizama@centralservices.com**

---

Years of Experience **10 years**

---

Has the company ever operated under another name? If yes, what name?

**Yes. Sentral Building Services, LLC**

---

Do you have the equipment and staff available to start within 10 days of notice to proceed?

**Yes**

---

If no to the previous question, how long would it take to have the equipment and staff available?

**N/A**

---

Has the company ever done work with the City of Hyattsville? If yes, when and what type of work.

**No**

---

## REFERENCES

Complete and submit the following for three (3) projects of similar nature as the project specified. Make copies and/or attach additional pages as needed.

|                     |  |
|---------------------|--|
| Name of Project     | Warehouse at Camden Yards  |
| Owner of Project    | Maryland Stadium Authority   |
| Address of Project  | 333 West Camden Street, Ste. 500, Baltimore, MD 21201  |
| Contact Person      | Jana Brooks, Coordinator - Events & Tenant Services  |
| Phone Number        | 410-347-9303   |
| Email address       | jnbrooks@mdstad.com  |
| Description of work | COVID-19 emergency cleaning, day porter service, daily janitorial and window cleaning to the Warehouse at Camden Yards. This building is part of and located at Oriole Park at Camden Yards and M&T Bank Stadium also at Camden Yards. |
| Comments            | Annual Contract Amount: \$290,000.00<br>Contract Inception: November 1, 2013<br>Square Footage: Approx. 300,000  |

## REFERENCES

Complete and submit the following for three (3) projects of similar nature as the project specified. Make copies and/or attach additional pages as needed.

|                     |   |
|---------------------|---|
| Name of Project     | County Building Cleaning  |
| Owner of Project    | Wicomico County   |
| Address of Project  | 125 North Division Street, Room B-3, Salisbury, MD 21801  |
| Contact Person      | Pate Matthews, Facilities Maintenance   |
| Phone Number        | 410-548-4860      410-713-8366  |
| Email address       | pmatthews@wicomicocounty.org  |
| Description of work | COVID-19 disinfecting services, as well as providing daily janitorial services to the following locations: Government Office Building, Courthouse, Old Courthouse, Public Works, State's Attorney Office, Sheriff's Department and Salisbury-Ocean City Airport (SBY). These locations house approx. 400 County employees and experience high levels of foot traffic each day. Additional periodic services include hard surface floor care, carpet cleaning, pressure washing, and window washing. |
| Comments            | Annual Contract Amount: \$250,000.00<br>Contract Inception: September 1, 2013<br>Term of Contract: Original - One (1) year with an additional four (4) option years<br>2018 Re-Award - One (1) year with an additional four (4) option years<br>Square Footage: Approx. 125,000   |

Very responsive

6yr.

Hands on Tackle

## REFERENCES

Complete and submit the following for three (3) projects of similar nature as the project specified. Make copies and/or attach additional pages as needed.

|                     |   |
|---------------------|---|
| Name of Project     | UA Daily Janitorial Services  |
| Owner of Project    | Under Armour  |
| Address of Project  | 1020 Hull Street, Baltimore, MD 21230   |
| Contact Person      | Tia Freiburger, Facilities  |
| Phone Number        | 410-246-6812  |
| Email address       | tia.freiburger@underarmour.com  |
| Description of work | COVID-19 emergency cleaning, Return to Work (RTW) plans for phasing back employees to in-person, and standard requirements of providing janitorial services, day porter, special project, carpet maintenance, and hard surface floor maintenance to over 1M square feet at Tide Point, Bldg 37, Lighthouse, ODH, Photo Studio, Joy & Cascade, and UAPC. |
| Comments            | Annual Contract Amount: \$2.3M<br>Contract Inception: October 1, 2012<br>Square Footage: Approx. 2,100,000  |

**ADDENDUM NO. 1**  
**TO THE REQUEST FOR PROPOSALS (RFP)**  
**FOR BUILDING CLEANING MAINTENANCE**  
**FOR THE CITY OF HYATTSVILLE, MARYLAND**  
**RFP #DPW21-001**

Monday, January 26, 2021

The City of Hyattsville, Maryland, hereafter the "City", is issuing this Addendum #1 on January 26, 2021 to amend and clarify information and specifications included in RFP #DPW21-001, Building Cleaning Maintenance. **Addendum #1 includes the sign in sheets and questions received between the pre-proposal meeting and the issuing of this addendum.** There are no other changes to the RFP. There is no change to the submission date or time. This addendum is incorporated into RFP #DPW21-001 and any associated contract documents as if fully set out in the original RFP. **Proposer must acknowledge the receipt of Addendum #1 by signing this addendum where indicated and including this addendum as part of your bid package.**

Questions and Answers

1. What are the service days and preferred cleaning times for each location?
  1. 4310 Gallatin Street 5 days a week 7AM to 3:30PM, plus 5 Saturdays a year after a planned event we will need cleaning of the first floor
  2. 4633 Arundel Pl. 1 time a week 7AM to 3:00PM
  3. 4637 Arundel Pl. 2 times a week after 1:00PM or before 7AM
  4. 3911 Hamilton street 5 days a week before 7AM or after 6PM
  5. 3505 Hamilton Street 5 days a week 7AM to 3:00PM
  6. 5812 40<sup>th</sup> Ave. 5 days a week before 7AM or after 6PM
2. What is the required number of service hours per each location?  
 There are no required service hours. What ever time it takes to complete the cleaning and trash removal.
3. Please provide clarification for this statement in the RFP?: "No work is to occur between the hours 7:00 P.M. and 7:00 A.M Monday through Friday or anytime on Saturday and Sunday. All work, including emergencies, during these hours require written permission from Department of Public Works (DPW) staff."  
 This statement is stricken from the RFP, there is no replacement for this text.

4. What are the frequency requirements with regard to strip & wax, carpet cleaning, and restroom scrubbing?  
Carpet cleaning should be yearly. Striping and waxing and buffing/ burnishing should be alternated every 6 months.
5. What is the total square footage of each building?  
4310 Gallatin St = ~16,000SF  
4633 Arundel Pl = ~7,700SF  
4637 Arundel Pl = ~14,000SF  
3311 Hamilton St = ~3,200SF  
3505 Hamilton St = ~36,000SF  
5012 40<sup>th</sup> Ave = ~3000SF  
Any floor plans available are attached.
6. What is the percentage square footage for each type of floor surface at each location, if available?  
4310 Gallatin St = Map of floor types is attached  
4633 Arundel Pl = 2<sup>nd</sup> floor is carpet, 1<sup>st</sup> floor and stairs are VCT, bathrooms and locker room are tile  
4637 Arundel Pl = Offices are carpet, hallways and public spaces are polished concrete, locker rooms are tile  
3311 Hamilton St = Indoor space is VCT, outdoor bathrooms are painted concrete  
3505 Hamilton St = Offices will be carpet, bathrooms anticipated to be tile, and other spaces will be VCT, polished concrete, or epoxy  
5012 40<sup>th</sup> Ave = Offices may be carpet or rugs, the remaining floor will be polished concrete or epoxy coated
7. We were informed that supplies will be rebilled to the City of Hyattsville as they are ordered: How should we present this pricing?  
This does not need to be included in the proposal, the contractor will be allowed to invoice the City monthly (in arrears) for consumable products provided per building.
8. Could you provide the monthly supply usage amount, per item, for the past 12 months?  
12. This varies per building from meetings, events and building usage. The contractor will be allowed to invoice the City monthly (in arrears) for consumable products provided per building.
9. Are there background checks or US citizenship requirements for any location?  
Background checks are required.
10. What is the history on deductions or non-payment for services not approved by the city?  
None
11. Could you provide clarification on how the City's procedures for inspection, acceptance, and payment for work performed?

We would conduct a quarterly inspection with a supervisor to review cleaning performance. Changes to the frequency of the cleaning at each address will be made in writing after each quarterly inspection.

- 13. The pricing sheet for location 5 indicates a service requirement of (5) five days per week, but the unit quantity per year (130) appears to be incorrect: Could you please confirm if this location is closed and not serviced for 6 months each year?

This location is anticipated to only be open for 6 months the first year of the contract. The frequency

- 14. Is this contract subject to MD minimum wage requirements each year? \$11.75 per hour as of 1/1/2021?

All applicable federal, state, and local laws are to be followed as part of this contract.

- 15. What method will the City allow the contractor for labor increases due to minimum wage requirements?

Please provide an annual % increase for each year of the contract after the initial year.

- 16. Is this contract subject to the MD Sick & Safe Leave Act? Required sick leave.

All applicable federal, state, and local laws are to be followed as part of this contract.

- 17. Please confirm that the contractor will be allowed to invoice the City monthly (in arrears) for consumable products provided per building. Paper, can liners, hand soaps, sanitizer refills, air fresheners, etc.

This is correct.

- 18. Was the preproposal meeting mandatory?

The preproposal meeting was not mandatory. Any reference in the RFP to the preproposal meeting being mandatory is struck and there is no replacement language.

END OF ADDENDUM #1

Hal W. Metzler, Jr. EI  
City of Hyattsville, Deputy Director

I acknowledge receipt of addendum #1 for this RFP and have enclosed it as part of the bid package.

Company Central Services, LLC

Signature  Date 1/29/2021

## STATEMENT OF THE SCOPE

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In reviewing your request for service, we have drawn on our extensive experience and our understanding of the requirements set forth by the City of Hyattsville at these locations. Sentral's plan to provide janitorial services at these location is simple: take care of the City with professional, high-quality service, and ensure that all contract requirements are met or exceeded on a daily basis.

In preparing our proposal response, we are certain that by Sentralizing the project, desired results will be achieved. This will include complete training and support for the on-site team, the delivery and implementation of the proper tools and equipment, as well as our knowledge of the workforce landscape.

We believe that the secret to the company's success is through understanding our customer's needs and ensuring those needs are met on a consistent basis. Sentral is dedicated to the continual development of stronger customer relations and consistent quality improvement. We do this by having a proven and tested cleaning system upon which our entire operations are based. Our unique style and ability to communicate with Town facilities management representatives, purchasing and other departments only simplifies and eases the process.

The key component to the success of any cleaning program is the site staff. Our proposal includes hours and wages we feel are competitive for the market, environment and shifts required.

Our management team experience has provided similar services and currently today we clean facilities that have similar style, hours, population and services similar to these locations. We are confident that our systems, processes and training will guide us to success and clean buildings for the employees and visitors of these locations.

Most importantly, we recognize our greatest asset in any cleaning program: our team on site. Everyone at Sentral recognizes that this is our client and we are here to support them each and every day. We provide daily janitorial services, day porter services, hard surface floor care, carpet cleaning and other various specialized services to over 150 separate locations each day.

This experience will allow us to deliver exceptional service to  
The City of Hyattsville at these locations.

## EXECUTIVE SUMMARY

Sentral Services was established in 2007 and began operations in the spring of 2008 as an organization devoted to contract cleaning and commercial real estate related services, while focused on our clients, team members and the environment – the Sentral Tri-Focus. Our goal is to follow a Blue Ocean Strategy by consistently staying one step ahead in the industry while managing our growth. Combined, our leadership team has the collective experience of over one hundred years – strictly in real estate and real estate related service businesses.

In the first year of operation, our focus was on strategic growth throughout the Washington and Baltimore regions. Since that 1st year, we've increased our operational reach into the Mid-Atlantic.

Greg Tucker, the founder and President of Sentral Building Services, has over forty five years of experience in real estate service industries, including twenty five years in the janitorial market. His extensive experience in the industry provided him with the opportunity to learn many facets of the business. Greg has also served on committees within organizations that support the real estate industry, such as BOMA, IFMA, IREM, NAIOP, AOBA, PMA, & CABSC. He has traveled the east coast working with businesses such as FedEx, CNN Center, UPS, Michelin Tire, & Delta Airlines. He uses these experiences to develop programs to meet client needs while staying on budget. Greg also invests many hours in community organizations, schools and non-profits, translating the public service philosophy to Sentral's operations.

As President, Greg is responsible for the overall leadership, revenue, expenses, profits, and the retention of both clients and employees. People are the foundation of any service business; Greg dedicates himself to Sentral's client and employee needs, maintaining a high level of communication with both. He works closely with sales and operations to ensure service expectations and the company goal of green cleaning are met.

Over the course of the past thirteen years, we have negotiated eighty percent of our contracts and lost less than ten percent. We do what we say, we keep it simple and we exceed requirements and expectations. Our unique philosophy and ability to see things from our client's perspective provide strong relationships and long term service compatibility.

## CAPABILITIES

We provide daily janitorial services, day porter services, hard surface floor care, carpet cleaning and other various specialized services to over 230 separate locations each day. Our service locations include Class A office space, government offices, medical offices and exam rooms, warehouses, educational institutions, retail establishments and day care facilities. Sentral Services employs approx. 350 team members and our annual revenue over the past 4 years has been: \$6.1M (2016), \$6.6M (2017), \$8.5M (2018) and \$11M (2019).

## Retention

Our client retention record speaks for itself. Over the course of eleven years we have negotiated eighty percent of our contracts and lost less than ten percent. We do what we say, we keep it simple and we exceed requirements and expectations! Our unique philosophy and ability to see things from our client's perspective provide strong relationships and long term service compatibility.

## Green

Today we consume more resources on a daily basis - as conservation of the environment around us becomes increasing more critical. With this in mind Sentral has built green into everything we do. Our products (GS-37 or EPA certified), equipment (Energy Star) and processes (less electricity, less water, lasting results) allow our team to perform at optimum levels, using the best tools and knowledge available. Our equipment and training provide ergonomic support and more efficient, environmentally friendly, custodial processes while increasing safety and reducing physical stress on our team members. Our commitment to green far exceeds recycled consumable products, corporate requirements and unregulated certifications. We practice green every day, in all that we do.

## Communication

Sentral's communication plan is simple - over communicate. We recognize that our clients have many tasks to complete each day, therefore we communicate regularly on all aspects of our work as it affects a property. We understand that we see and support each and every occupant of a building every day. With today's technology, this communication becomes simple: to manage our processes throughout a facility while keeping you informed and always closing the loop.

## SENTRAL PURPOSE

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We provide daily janitorial services, day porter services, hard surface floor care, carpet cleaning and other various specialized services to over 210 separate locations each day. Our service locations include Class A office space, government offices, medical offices and exam rooms, warehouses, educational institutions, retail establishments and day care facilities.

This experience will allow us to deliver exceptional service to the City of Hyattsville locations.

## SENTRAL TRI-FOCUS

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Sentral was established as an organization devoted to the *science and technology of cleaning* and commercial real estate related services, while focused on our clients, team members and the environment: our Tri-Focus.

The Tri-Focus is based on managing and understanding our clients' needs, supporting the environment using EcoVision (green cleaning), and providing a healthy, safe working atmosphere for all of our team members.

### **Tri-Focus - 1: Client Focused**

#### **Caring for your facility and your tenants**

It's no secret that every building has its own idiosyncrasies: this tenant likes to work late; this floor needs frequent treatment; this tenant is allergic to ... The list can go on and on. As part of our Tri-Focus, Sentral analyzes each facility individually to understand your building and its tenants. Our bilingual Operations Manager will be available to effectively coordinate all of your building's needs and requirements to make sure that the day-to-day cleaning is performed to your standards.



### **Tri-Focus 2: Team Member Focused**

#### **Without our team members, we are nothing**

Historically team member management has not been the focus of most service providers. Our objective is to find and retain the best team members through proper screening processes, training, support, best practices, pay and creating a pleasant work environment. Our market workforce has stabilized over recent years thus allowing us to provide our Tri-Focused approach and bring our innovative capabilities to the mid-Atlantic region. Management is the key to success in janitorial services, and Sentral has the best operational managers in the market to ensure team members are professionally trained and coached.

### **Tri-Focus 3: Environment Focused**

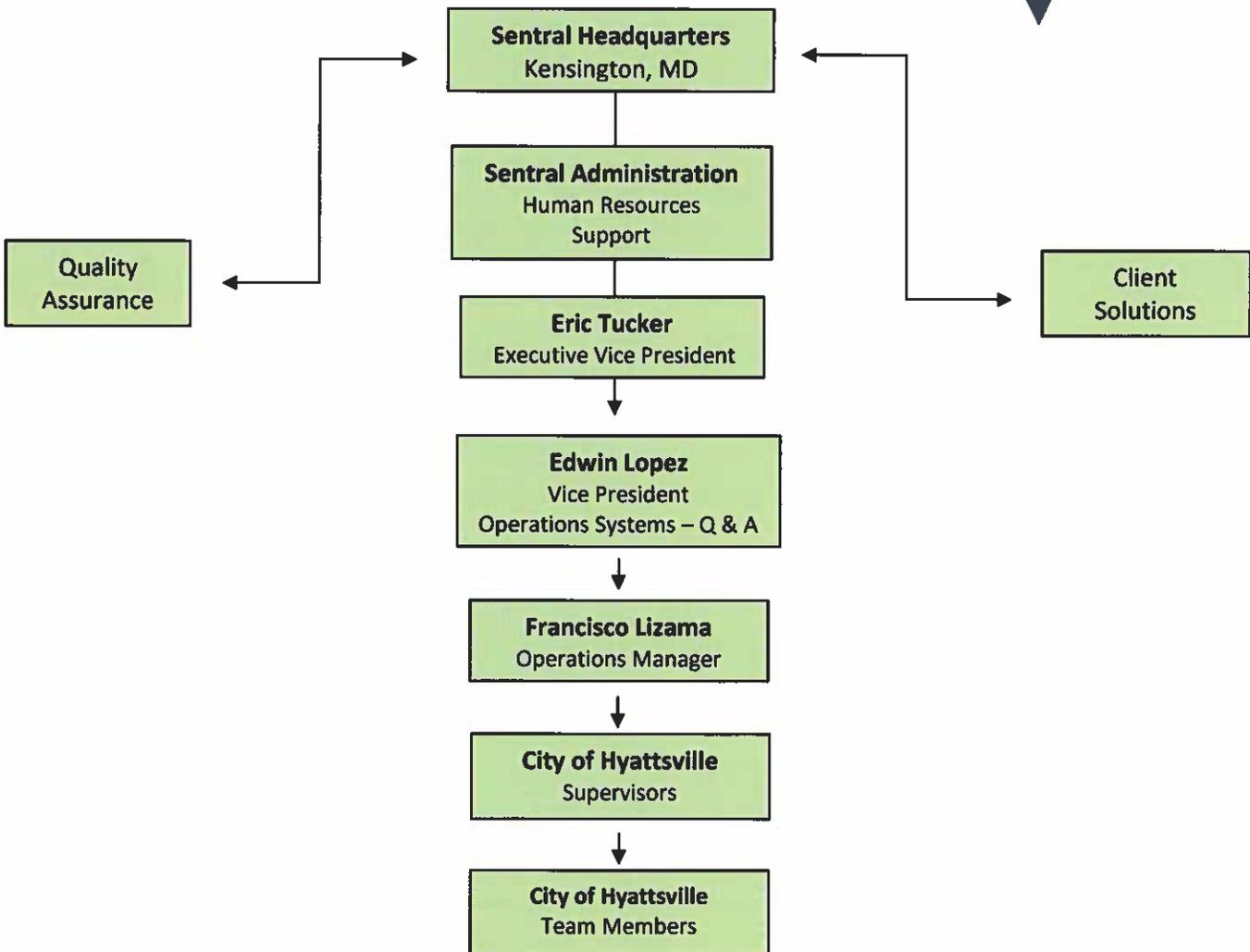
#### **Green is more than just a color...**

'Green cleaning' is a term that has been coined to describe a trend away from chemically-reactive and toxic cleaning products which contain various toxic chemicals some of which emit volatile organic compounds (VOCs) causing respiratory and dermatological problems among other adverse effects. Green cleaning can also describe the way residential and industrial cleaning products are manufactured, packaged and distributed. If the manufacturing process is environmentally-friendly and the products are biodegradable, then the term 'green' or ecofriendly may apply.

## ORGANIZATIONAL STRUCTURE

Sentral provides an unparalleled level of service delivered through our greatest asset: **OUR TEAM MEMBERS.**

An appreciated and acknowledged person will deliver better results each and every day. Engaged team members provide a vital advantage and are held at the highest level within the Sentral organization. An empowered **TEAM MEMBER** is a source of untapped power that has profound implications for our company's growth and profitability.



## PROJECT & SUPPORT STAFFING

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### Greg Tucker - President

As the founder and President of Sentral Services, Greg Tucker *has over thirty-five years of experience in real estate service industries, including eighteen years in the janitorial market.* His extensive experience in the industry provided him with the opportunity to learn many facets of the business. Greg has also served on committees within organizations that support the real estate industry, such as BOMA, IFMA, IREM, NAIOP, AOBA, PMA, & CABSC. He has traveled the east coast working with businesses such as FedEx, CNN Center, UPS, Michelin Tire, & Delta Airlines. He uses these experiences to develop programs to meet client needs while staying on budget. Greg also invests many hours in community organizations, schools and non-profits, translating the public service philosophy to Sentral's operations.

As President, Greg is responsible for the overall leadership, revenue, expenses, profits, and the retention of both clients and employees. People are the foundation of any service business; Greg dedicates himself to Sentral's client and employee needs, maintaining a high level of communication with both. He works closely with sales and operations to ensure service expectations and the company goal of green cleaning are met.

### Edwin Lopez - Vice President, Operations Systems and QA

Twenty-eight years ago, Edwin Lopez began his career in the cleaning industry as a building supervisor. His expertise and excellent communication skills have allowed him to rise to his current role as Vice President of Operations. He has managed over four million square feet of cleanable space at one time and over 250 employees. Edwin received training from manufacturers, vendors, industry specialists and time spent in the field.

Every day, Edwin focuses on customer service, operational oversight, and purchasing. He specializes in client communication, program development and staff training, ensuring that Sentral's service is exceptional and specialized for each client. He is proud of creating a good, healthy work environment for Sentral's team members and showing that Sentral is different by paying attention to the little things, walking the extra mile for clients, and training others to do the same. Edwin emphasizes employee training to make sure each employee knows Sentral's philosophies, such as using green cleaning systems.

### **Eric Tucker – Executive Vice President**

Eric has over 8 years of experience in customer relations and sales, and during this time he has honed and developed his listening, communication, and interpersonal skills. These skills have helped him fill a wide range of duties for the business that we represent. His background in sales and customer relations in retail and manufacturing industries led to the production and sales of over \$3 million, annually. Communication at the highest level is what brings about the consistency in the job we produce. As EVP, Eric acts as a liaison between the client and the operations team to generate the best quality service and simultaneously alleviate any customer inquiries/concerns in an efficient and effective manner.

### **Francisco Lizama – Operations Manager**

Francisco has been in the cleaning industry for ten years beginning his career as a cleaner, working his way to building supervisor in one year. Fluent in English and Spanish, Francisco has also performed the duties of a day porter and building engineer's assistant capable of changing light bulbs, ballasts, fixtures, filters and general building maintenance items. Today Francisco is a Project Manager for Sentral responsible for multiple accounts, and using his communication and leadership skills, he will define and evaluate Sentral processes including quality control procedures by evaluating performance and execution of team members. Because he is local, he can be on-site in 90 minutes or less to address any issues that may potentially arise at these locations for the City of Hyattsville.

## TRAINING PLAN

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Sentral's management and technical cleaners have been through a variety of training and educational programs. For Sentral, training is not a one-time event. All of our training is a continual evolution to make our team better for themselves and our customers.

### **Vice President of Operations:**

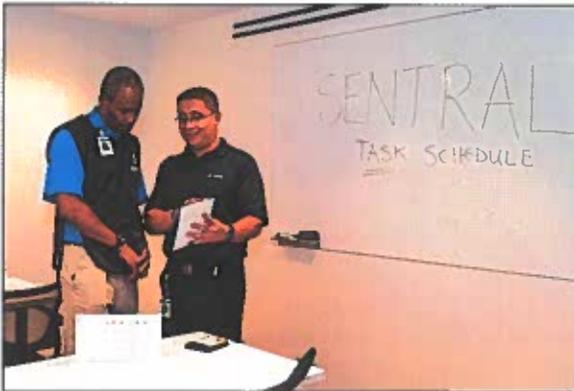
- Janitor University (JU): A week long course designed to teach custodial professionals the benefits and usage of team cleaning, proper equipment selection, chemical selection and safety, green cleaning methods, and personnel management.
- IIRC - Commercial Carpet Care Technician. Certifies technicians on commercial carpet cleaning techniques to those individuals engaged in the carpet maintenance of commercial facilities.
- Windsor Technician - Training end users on the usage and operation of Windsor Equipment. Training includes Safety, Maintenance, Carpet Fibers, and Carpet cleaning methodology.
- Johns Hopkins University - Supervisor Training Seminar. Training management staff on work loading and scheduling, effectively staffing a building, new methods of team cleaning, cleaning methods to comply with Green Seal and CIMS applications.
- Vendor training - Benefits, usage, green application of microfiber in daily cleaning work

### **Project Manager:**

- IIRC - Commercial Carpet Care Technician. Certifies technicians on commercial carpet cleaning techniques to those individuals engaged in the carpet maintenance of commercial facilities.
- Windsor Technician - Training end users on the usage and operation of Windsor Equipment. Training includes Safety, Maintenance, Carpet Fibers, and Carpet cleaning methodology.
- Vendor training - Benefits, usage, green application of microfiber in daily cleaning shift work.

## Cleaning Crew

- Windsor Technician – Training end users on the usage and operation of Windsor Equipment. Training includes Safety, Maintenance, Carpet Fibers, and Carpet cleaning methodology.
- Vendor training – Benefits, usage, green application of microfiber in daily cleaning shift work



- Process-driven
- Pre-start Training
- On-going Training
- Standardized Process / Task Schedules
- REM Program

## Cleaning Crew

Sentral team members are provided with Task Schedules, which outline the standardized process for cleaning operations at the locations we service. These task schedules are invaluable training tools as they provide an exact outline of how tasks are to be completed for each specialist. On the following page you will find an example of a Task Schedule we will be used to train Sentral's Team Members on this project.

### Tools Required

- Alrx 44
- 8 oz. Measuring Cup
- Red Microfiber Flat Mop (For all restrooms)
- Wet Floor Sign
- Yellow Microfiber Cloth
- Red Microfiber Cloth
- Green Door Stopper
- Closed for Cleaning Sign
- Telescopic Duster
- Yellow Dust Cloth
- Cleaning Cart
- 5 gallon Container
- Bowl Mop & Bowl Caddy
- Soft Cleanser
- Bucket-less Mop with Red Top Container
- Red Double Bucket
- Dust Pan & Broom
- Plastic Liners
- Grout Cleaning Brush
- Rubber Gloves

© FEN-way Consulting, LLC 2015

## Restroom Specialist Task Schedule

**PURPOSE**

Disinfect and clean all surfaces while maintaining an odor free environment.

No. 234

### Restroom Specialist Task Schedule

#### Key Functions

Place wringer on front tank permanently.

Place wet floor signs outside restroom.

Knock on restroom door.

Place stopper under door to keep open.

Place cleaning cart or caddy inside restroom.

After placing cleaning cart or caddy in restroom, Place Closed for Cleaning sign in entrance at eye level.

Spray cleaners on cloth, not on surface, unless otherwise directed.

**NOTE: Always wear gloves when cleaning restroom.**

### Restroom Specialist

| Daily  | Daily   |
|--|---|
| Use red double bucket, fill front tank with 2 gallons of water and 1 - 8 oz. measuring cup of ready to use Alrx 44 from 5 gallon container. Soak mops overnight. Next day rinse, wring dry in same tank. Place clean mops in rear tank and re-use. | Re-stock toilet paper, hand soap, paper towels and sanitary products when required.   |
| Place wet floor signs outside restroom door. Knock on restroom door before entering. Place door stopper under door.  | Apply Soft Cleanser to Urinals and toilets. Scrub with brush.   |
| Move cleaning cart into restroom. Hang Closed for Cleaning sign in doorway.  | Wipe toilets and urinals. Use red microfiber cloth.   |
| Flush toilets and urinals. Spray Alrx 44 Disinfectant on toilet seat, toilet bowl and urinal. Allow 10 minute dwell time.  | Remove trash - replace plastic liners. Remove disposable sanitary bag. Replace with new bag.  |
| Use yellow dust cloth and telescoping duster, do high up dusting.  | Sweep floor with broom. Pick-up what you sweep up using dust pan and broom.   |
| Clean partitions and walls with Alrx 44 and yellow microfiber cloth.   | Mop floor with Bucket-less Mop with red chemical container and new red microfiber mop for each restroom. Place dirty mop in red bucket, change water daily. |
| Spray Alrx 44 on sinks and counters, wipe with yellow microfiber cloth. Use Grout Brush around faucet. Clean mirror separately.  | Turn off lights, remove door stopper and wet floor signs when floor is dry.   |
|  | <b>Weekly</b>   |
|  | Clean air vents   |

## QUALITY ASSURANCE

To maintain the standards required by the City of Hyattsville at these locations, Sentral will engage in multi-levels of Quality Control. At the end of each daily shift, the supervisor completes our Nightly Cleaning Report Form on our APP and forwards it to the distribution list associated with this account. These reports contain information about the day's activities including new issues, resolved issues, These daily reports are digital documents that are sent to a unique (for this project) email address for automatic distribution to the Sentral Team Members on the distribution list designated for the location and any contacts designated by the City of Hyattsville. The files are downloaded, reviewed and acted upon as required.



The next level of QC is performed by periodic and unannounced site visits by the Vice President of Operations Systems – Q & A, the Executive Vice President, and a designate QC auditor. Each of these visits will result in feedback to the Project Manager and Vice President of Operations for corrective action – if any is required. Each of these actions is used not as a hammer, but a tool to enhance the job performance of the project team and identify areas of opportunity.

The QC auditor is responsible for visiting the site for an unannounced review. Equipped with an internet connected iPad or smartphone and custom Account Survey app, the auditor will review the project and sample various areas and project focuses (carpet cleaning, upholstery cleaning, post restoration job, etc.). The auditor, using a simple rating scheme, will review the work and note any issues. Upon completion of the review, the app is finalized and emailed to the project stakeholders for immediate review and action. The finished audits are saved in an off-site storage area and used for trending comparison and analysis. In any industry where service is paramount to your success, the communication of accurate and timely information is critical in allowing all responsible parties to react to ever-changing priorities and circumstances.

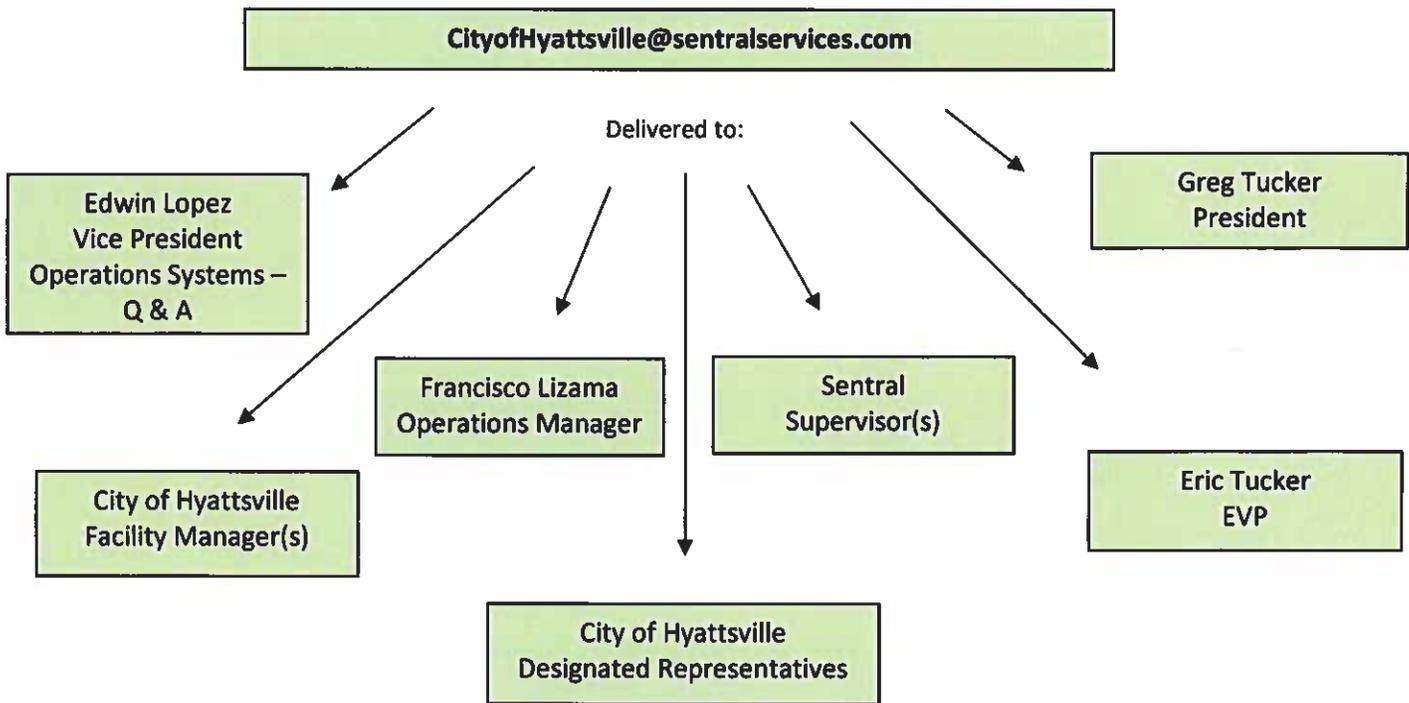
## COMMUNICATION & DISTRIBUTION LIST

At Sentral, we take pride in our communication systems. We designed our process to provide our clients with fast and easy access to our team for any issues that may arise as well as requests for additional services outside the scope of our normal daily tasks.

For the City of Hyattsville locations under this project, the individual responsible for the day-to-day management will be the Operations Manager, Mr. Francisco Lizama. Mr. Lizama is fluent in both English and Spanish, and responsible for operations, budgets, employees and daily cleaning functions.

Sentral will provide the City of Hyattsville with a custom e-mail address to enable the speedy dissemination of information to the Operations Manager and other members of Sentral’s operations staff and any other party that you deem necessary. The purpose is simple; we want to be able to accurately and appropriately respond to your needs.

For example, your custom e-mail and distribution list could look like this:



## Nightly Communication



Sentral works in close partnership with our clients to develop customized reporting plans that work perfectly and seamlessly using documented and efficient work management processes, advanced technologies, and highly trained and trustworthy personnel.

At the end of each daily shift, the supervisor completes our Nightly Cleaning Report Form on our APP and forwards it to the distribution list associated with this account. This form documents any issues discovered during the shift such as complaints, unforeseen ability to access a certain area to provide service, and maintenance or security concerns. In addition, we take inventory of all keys after ensuring each area is secured per client instruction.

**Completed Nightly Cleaning Reports will be delivered through our custom APP to the distribution list associated with the location**

## Sample Nightly Report

Sentral's Nightly Cleaning Report serves as our daily checklist for the building supervisor to complete and submit through the distribution email for each location we service. On the following pages you will find screen shots of a **SAMPLE** Nightly Cleaning Report that can be customized to your requirements.

## Nightly Communication Report

This is an example of a Nightly Report recently completed for a customer, including a description of the specific periodic cleaning task performed as well as pictures of the area



Nightly Report  
323-333-351 W. Camden Street

Date: 9/15/2020      Time:      By: William Juarez

1. Areas not cleaned due to restricted access:
2. Periodic cleaning performed:  
\*The Lobby's were dusted and detailed in all the high and low areas of the 8th floor to the 3rd floor, south warehouse."/>
3. Requests/actions taken from e-mail requests today:
4. Observed maintenance concerns:
5. People working late in buildings:
6. Security problem/issues:
7. Other items to be communicated to management:
8. All keys accounted for and secured:
9. If "no" to #8 please explain why:
10. Unique occurrences:
11. Pictures included:

**Note:**



**Nightly Report**  
323-333-351 W. Camden Street

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1

| Suite #   | Tenant Name                                    |  | Suite #                              | Tenant Name                         |   |
|---|--|--|--------------------------------------|-------------------------------------|---|
| <b>North Warehouse - 323 and 333 W. Camden Street</b> |  |  |                                      |                                     |   |
| Basement  | MSA Maintenance & Security, DNC                |  | 5 <sup>th</sup> floor                | MASN                                | 1 |
| 4 <sup>th</sup> floor                                 | MSA (IT) Office                                |  | 6 <sup>th</sup> floor                | Snowden Capital Advisors            |   |
| 4 <sup>th</sup> floor                                 | MOAG & Company                                 |  | 6 <sup>th</sup> floor                | ME Engineers                        |   |
| 4 <sup>th</sup> floor                                 | Law Offices of Melissa Menkel McGuire          |  | 7 <sup>th</sup> floor                | EXIT 10                             |   |
| 4 <sup>th</sup> floor                                 | Delaware North offices                         |  | 8 <sup>th</sup> floor                | Maryland Emergency Medicine Network | S |
| 5 <sup>th</sup> floor                                 | MSA Offices Maryland Sports & Conference Rooms |  | 1 <sup>st</sup> thru 3 <sup>rd</sup> | Orioles                             |   |

| <b>South Warehouse - 351 W. Camden Street</b> |                               |        |                       |                         |       |
|---|-------------------------------|--------|-----------------------|-------------------------|-------|
| 1st floor                                     | Pennoni                       | N      | 4 <sup>th</sup> floor | -vacant-                | N     |
| 1st floor                                     | -vacant-                      | S      | 5th floor             | University of MD        | N     |
| 1st floor                                     | SP + Parking Office           | Ste175 | 5th floor             | University of MD (soon) | S     |
| 2 <sup>nd</sup> floor                         | Pennoni                       | N      | 6 <sup>th</sup> floor | Wolters Kluwer          | N/S   |
| 2nd floor                                     | The Vascular Surgeon's office | S      | 7 <sup>th</sup> floor | Wolters Kluwer          | 1 N/S |
| 3rd floor                                     | MSA Capital Projects          | N/S    | 8 <sup>th</sup> floor | Harpoon Medical         | 1 S   |
| 4th floor                                     | eOriginal                     | S      | 8 <sup>th</sup> floor | eOriginal               | 1 N   |





## HIRING & SCREENING PROCESS

Sentral will be using a combination of advertising and employee referrals to fill available positions for this project.

To ensure Sentral provides our customers with great service and safety, all team members are required to partake in a 2-tiered background check. The first tier is performed by a government service named E-Verify which certifies that all team members are entitled to work in the United States.



### **GLOBAL** **INVESTIGATIVE SERVICES**

Sentral's second tier background check is performed by Global Investigative Services. This service was founded in 1993 as a licensed private investigation company specializing in providing accurate and timely pre-employment background investigative services. This background check, as part of the hiring process, provides our clients with the comfort and satisfaction of know that their facilities are in good hands.

Global Investigations uses a unique review process called the Global Secure Online System. The GSO is a time-tested methodology designed to provide an unparalleled level of technological support. The process starts with a web-based system that speeds background requests directly to the Global offices through secure telecommunication lines.

Using cutting-edge secure telecommunications, computers and web-enabled services, Global provides us with well-organized, practical, easy-to-read reports 24 hours a day, 7 days a week.

Global provides to Sentral the option of a multi-jurisdictional search of state and county criminal records for the potential new hire. Only after a potential new hire is approved, will he or she be a candidate for your account.

## REFERENCES

---

### Under Armour

Tia Freiburger: 410-246-6812 tia.freiburger@underarmour.com  
1020 Hull Street, Baltimore, MD 21230

**Annual Contract Amount: \$2.3M**

Contract Inception: October 1, 2012

Square Footage: Approx. 2,100,000

COVID-19 emergency cleaning, Return to Work (RTW) plans for phasing back employees to in-person, and standard requirements of providing janitorial services, day porter, special project, carpet maintenance, and hard surface floor maintenance to over 1M square feet at Tide Point, Bldg 37, Lighthouse, ODH, Photo Studio, Joy & Cascade, and UAPC.



**UNDER ARMOUR**

### Maryland Stadium Authority

Ms. Jana N. Brooks, Coordinator, Events and Tenant Services

The Warehouse at Camden Yards

333 West Camden Street, Suite 500, Baltimore, MD 21201

P: 410-347-9303 jnbrooks@mdstad.com

**Annual Contract Amount: \$290,000.00**

*Contract Inception: November 1, 2013*

Square Footage: Approx. 300,000

COVID-19 emergency cleaning, day porter service, daily janitorial and window cleaning to the Warehouse at Camden Yards. This building is part of and located at Oriole Park at Camden Yards and M&T Bank Stadium also at Camden Yards.



### Wicomico County

Pate Matthews, Facilities Maintenance

125 North Division Street, Room B-3, Salisbury, MD 21801

P: 410-548-4860 pmatthews@wicomicocounty.org

**Annual Contract Amount: \$250,000.00**

*Contract Inception: September 1, 2013*

Term of Contract: One (1) year with an additional four (4) option years

Square Footage: Approx. 125,000

COVID-19 disinfecting services, as well as providing daily janitorial services to the following locations: Government Office Building, Courthouse, Old Courthouse, Public Works, State's Attorney Office, Sheriff's Department and Salisbury-Ocean City Airport (SBY). These locations house approx. 400 County employees and experience high levels of foot traffic each day. Additional periodic services include hard surface floor care, carpet cleaning, pressure washing, and window washing.



## PROJECT SUCCESS

---

The most effective way to demonstrate our capabilities on this project and past success is to show you what our customers have to say about Sentral Services:

*We had a late afternoon leak of contaminated water at one of my buildings inside a tenant space. I called Luis at about 4:30 in the afternoon and he is getting a disinfectant team out there tonight. He was so professional, so concerned about getting the job done right, concerned about setting the tenant's fears to rest, and on top of all that he was pleasant and helpful and just generally excellent. And got us exactly what we needed in a very difficult time frame. Just wanted you to know that Luis rocks.*

**Lynn R. Rinker**  
Property Administrator  
Avison Young

*It was a very nice dinner. Special thanks to Jessie and Sandra for the homemade goodies. But I was extremely happy to be able to celebrate with such a hard working crew!!*

*Thank you for the dinner but also for your dedication and hard work everyday.*

*Great night, great crew, great company!!*



**Charlaine Eckstein**  
General Manager  
Jones Lang LaSalle

We recently switched to Sentral Services for a full service four story office building in Hanover, Maryland. For the first time in my career, a transition went seamlessly. Sentral started meeting with the tenants and myself approximately 30 days prior to the changeover to ensure a smooth transition, and it truly was. They assist management in their nightly reports by reporting operational items that need to be brought to our attention and truly act as a second set of eyes for the manager. We have been very pleased with our new partnership.

**Amy Lacock, RPA, LEED Green Associate**  
Vice President, Portfolio Manager | Baltimore  
JLL

For the past year and a half since I have been working alongside of Sentral services I have been very impressed. As a Building Engineer I regularly interact with onsite staff and can honestly say they are some of the most professional, friendly and hardworking that I have been around. Not to mention respectful and considerate of their client's, their space and security. There have been occasions when I have had to come on site after hours, and not knowing I would be there, could be found diligently working. There were a couple times I had problems with my access card but they would not allow me access until calling and getting approval from land lords security before letting me in. Sentral also keeps neat, clean appearances with their uniforms and work trucks and communicates often and clearly whether notifying of special services or sending a detailed nightly work report via email.

It's clear that Sentral principles and staff have a lot of pride in what they do. Great job guys!

---

**Corey Mackall**  
**Assistant Chief Engineer**  
**Jones Lang LaSalle**

I'm very pleased with your services and you guys clearly know what you're doing and what it takes to put the finishing touches on something that we worked so hard to do.

---

**Jerry Grill**  
**Mosely Construction Group**

Ok, you are going to think they are paying me but I LOVE THEM!!!! They are amazing and better than all of the cleaning vendors I've dealt with. I have no negative references except to say that they need MORE POLLY. I assume you've met her, but you'd think there was 10 of her because she gets around and does so much. The upper level team is terrific and they have a clear way of handling things quickly and professionally. Their on the ground team is great too and with managers, they seem to like their jobs and like to do a good job. Their day porters are great too - so far, no issues.

I've had them at one of my buildings for over two years (that is how long I've been managing that bldg.), switched my Columbia location about a year and half ago and two of my Rockville bldgs this summer. All is going great!

---

**Susan Seidman**  
**Senior Property Manager**  
**Avison Young**

Thank you for being a businessman with class and integrity. I have a great deal of respect for you and your management staff. I know this account has been a challenge, but you all have always handled yourselves and business with dignity and integrity. Your management team members are fortunate to have you as a mentor.

---

**Eva Cosner**  
**Operations Support Supervisor**  
**City of Frederick**

I am your biggest fan! Ever since Sentral took over here it has been so amazing. One of the best things about Sentral Services is that I know I can count on them to respond quickly and when they do they make it right. If there is a concern; their communication is great! I like the pictures they send also. It is a great experience working with the team. I can't say enough about them . . . they make us look great!

---

**Kathy Gagnon**  
**Facilities Coordinator**  
**Under Armour Headquarters**

Seriously you guys are a pleasure to work with and make my job easy!!

---

**Amy Lacock, RPA**  
**LEED Green Associate - Vice President**  
**Jones Lang LaSalle**

Platt Development Group has been using the services of Sentral for over six years. Before Sentral, I went through three cleaners in under 2 years! I have been extremely satisfied with this professional group of men and women. Their crews are always dependable and thorough and there has never been a time that I have not been able to count on Sentral for emergency service. With this company, I have been able to put janitorial services on the back burner and am able to concentrate on other management issues.

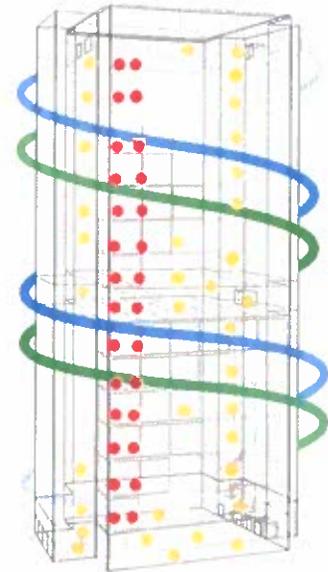
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**Theresa Beckner**  
**Vice President**  
**Platt Development Group**

## OPERATING (WORK) PLAN

Sentral firmly believes in helping all our team members achieve the level of success he or she is capable of and desires. The Team Cleaning approach helps keep our 1st class citizens (i.e., field personnel) motivated, safe, and, should he or she desire, a long-term career.

Every night Sentral team cleaners will follow an orchestrated routine to clean your facility. Starting at the top floor of their assigned area, the “dance partners” led by the Light Duty Specialist, will begin a predetermined route to perform his/her duties throughout a floor and then down to the next. Soon after, the Vacuum Specialist will follow the same route of the Light Duty Specialist finalizing the cleaning started by his/her partner – as well as turning off lights and locking doors.



While the Light Duty and Vacuum Specialist are whirling throughout the property, the Utility Specialist is strategically moving through the building removing garbage and recycling bags, cleaning hard surface floors with a bucket-less mop, maintaining elevator tracks, carpet spotting and more. During all of this cleaning activity, the Restroom Specialists are performing the floor-to-floor sanitizing of the restrooms.



### Light Duty Specialist

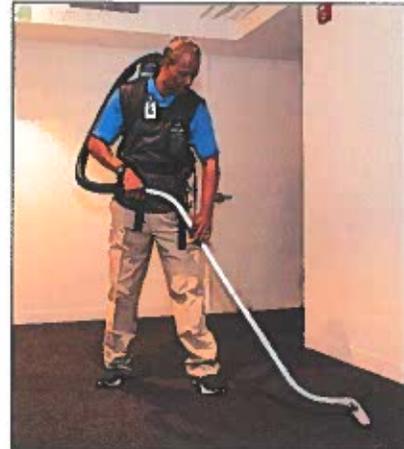
- Beginning of shift, prepares needed equipment and supplies to perform duties.
- Starts by removing trash and replacing trashcans liners as needed, from designated areas.
- Cleans kitchen areas, counters, sinks, cabinet doors, outside of microwaves and toasters. (This procedure is repeated in each floor.)
- Cleans conference room tables.



- Detail clean designated areas for the day, tops, partitions, window sills, desks, chair legs.
- One day per week, usually Fridays, is designated to do projects such as cleaning window blinds, air vents/returns.
- At the end of shift, replenishes supplies for next day.

### Vacuum Specialist

- Beginning of shift, prepares needed equipment to perform duties.
- Starts by vacuuming hard surface areas, puts wet floor signs and begins wet mopping designated areas.
- Right after mopping begins vacuuming traffic areas. (This procedure is repeated in each floor.)
- Detail vacuuming designated areas for the day, edges, corners, under desks, tables, etc.
- One day per week, usually Fridays, is designated to do projects such as cleaning window blinds, air vents/returns, and wipe baseboards.
- At the end of shift, empties vacuum and stores it for next day.



### Restroom Specialist

- Beginning of shift, prepares needed equipment and supplies to perform duties.
- Starts by announcing herself and placing wet floor signs outside restrooms.
- Proceeds to apply disinfectant to commodes and urinals.
- Stocks paper supplies and soap, removes dust, clean partitions, counters, sinks, mirrors, walls, etc.
- Wipes commodes and urinals, removes trash, sweeps and mops the floor, removes wet floor signs once the floor is dry.
- Details clean, mirrors, walls, vents, partitions, doors, etc. this is done to a number of restrooms in order to detail clean them once per week.
- At the end of shift, replenishes supplies for next day.



## Utility Specialist

- Prepares equipment and supplies needed to perform duties.
- Performs routine maintenance in areas such as elevators, main lobby, main entrances, etc.
- Takes trash and recycle down to designated areas.
- This person is in charge of periodic cleaning of elevator tracks, stairs, polishes VCT floors, machine scrubs restroom floors, restores hard surfaces, cleans spots on carpets, etc.



## EMERGENCY RESPONSE

Sentral's emergency response plan has been developed to minimize the impact of emergencies and maximize the effectiveness of our response to those incidents. The plan is initiated whenever a crisis, man-made or natural, disrupts operations or creates major damage to your locations.



We are available 24/7 to handle emergencies. After normal business hours, we have established a toll free hotline (877-403-4080) with direct contract to the President of Sentral Services, Mr. Greg Tucker as well the Operations Manager responsible for your locations, Mr. Francisco Lizama. **We are ready and able to handle any emergency situation that may arise and will respond within 1-hour to an emergency request.**

## ENVIRONMENTAL AWARENESS

Today we consume more resources on a daily basis - as conservation of the environment around us becomes increasing more critical. With this in mind Sentral has built green into everything we do. Our products (GS-37 or EPA certified), equipment (Energy Star) and processes (less electricity, less water, lasting results) allow our team to perform at optimum levels, using the best tools and knowledge available. Our commitment to green far exceeds recycled consumable products, corporate requirements and unregulated certifications.



All parts of this technology are Green certified formulations that meet environmental standards for safety in application. Through education, cleaning teams learn an entirely new way to clean and care for facilities with an environmentally friendly green process ensuring significant savings, cleaner outcomes and greater overall satisfaction.

Below you will find a list of cleaning chemicals Sentral will be using on this project:

### CPC Green (Cleaning and Polishing Compound)

CPC (Cleaning and Polishing Compound) replaces spray buff, wet restoration products and procedures. Designed to enhance, protect and extend the life of any coating/finish. Apply CPC each time the floor is burnished, using any speed machine. CPC is transparent and leaves a non-slip, dust free, non-yellowing, mark resistant film that prolongs re-coating cycles and the life of floor pads. EPA (DfE) Green Approved.



### Zing Only One Green

Only One is designed to take the place of all floor cleaners. Penetrates, suspends, encapsulates and strips away surface and embedded dirt without removing the coating/finish. Only One contains Zing CPC (Cleaning and Polishing Compound) to prevent surface and stuck dirt from becoming embedded. Helps eliminate the need for stripping. EPA (DfE) Green Approved.



### Dust Control Green

Dust Control is designed for treating dust mops, entrance carpets and mats, to trap and hold loose dust and dirt. By controlling loose dust and dirt, it will increase the life expectancy of your coating/finish and maintain a safe walking surface. EPA (DfE) Green Approved.



### Entrance Carpet and Mat Cleaner Green

Used for spot cleaning carpets, spray cleaning entrance carpets and mats weekly and lifting dirt from heavy traffic areas. Encapsulates the dirt and dehydrates it into a crystalline powder that will be removed with the next vacuum cycle. EPA (DfE) Green Approved.



### Stays Kleen Green

Stays Kleen is designed to absorb soil in carpets through encapsulation and a dehydration process. Deodorizes carpet and leaves no sticky residue to attract soil. EPA (DfE) Green Approved.



### Zing First Impression Coating

First Impression Coating is a new breakthrough technology in floor surface protection producing an outstanding high gloss that resists soil penetration. Exceeds ASTM safety standards.



### RX44 HDQ

RX44 HDQ is a one-step disinfectant that is effective against a broad spectrum of bacteria, is virucidal (including COVID-19, HIV-1, HBV and HCV), fungicidal and inhibits the growth of mold and mildew and their odors when used as directed. EPA Registered.



### RX 66 Bio-Enzymatic Foul Odor Digester

There are good bacteria and there are bad bacteria. The bad ones can cause sickness and disease while the good ones are instrumental in such things as fermentation of beer and processing of cheese and yogurt. RX66 contains only safe to handle bacteria, in this case designed to remove foul odors and stains by bio-enzymatic action. RX66 is a synergistic blend of specialized strains of live, but safe to use bacteria, chosen for their ability to produce enzymes that will digest organic matter that cause stains and foul odors. RX66 also contains Airicide® Odor Counteractant to remove odors already in the air.



## EQUIPMENT

Sentral has an intense understanding of the equipment necessary to deliver consistent, quality service to our customers. We understand that using the correct equipment for the job will not only maintain the health and productivity of our team, but help maintain the health and productivity of yours as well.

For the City of Hyattsville, Sentral will be purchasing the following commercial-grade equipment to perform the scope set forth in the RFP. This equipment is the minimum that will be used in the execution of the contract. We state "at a minimum" as periodically unplanned situations arise that may require additional support. Understanding the nature of the business, Sentral is prepared to move the materials and equipment needed to bolster the resources cited in this proposal.

Below you will find a list of equipment to be used on this project.



## CROSS CONTAMINATION

In a concerted effort to maintain the highest-quality cleaning for our customers, Sentral has implemented measures to reduce the level of cross contamination in the locations we service.



One way we are working to accomplish this is the use of color coded equipment, including red dual-compartment mop buckets. The color red is important to note as it indicates equipment that is only used in restrooms, helping to prevent potentially harmful bacteria found in restrooms to be spread to other areas of the building.

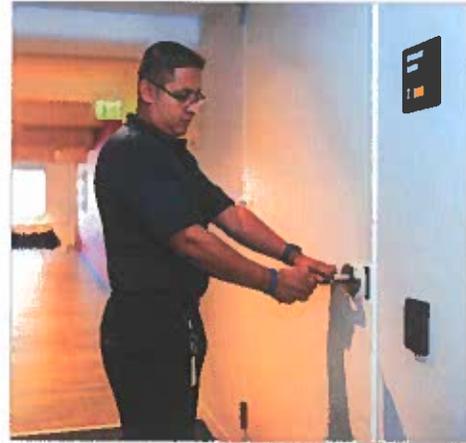
These specialized mop buckets have two chambers or compartments for the clean solution and the other for the dirty water after the floor has been mopped. A removable wringer attaches to the chamber used for dirty water. The clean water compartment transfers water into the soiled water compartment as the bucket is in use so our cleaners are always washing the floors with clean, fresh water. The advantage of this system is more sanitary, hygienic floors as well as environmental benefits and cost savings. In areas where using a dual compartment mop bucket is not feasible, we utilize a red top removable container on our all-in-one bucket-less mops.

Another way we are working to eliminate cross contamination for our clients is the use of microfiber towels. The towels are color coded based on the locations of use to reduce the spread of potentially harmful bacteria.



## SECURITY

Sentral Services understands the importance of properly securing the locations we service each and every day. It is imperative that your windows are closed, all exterior doors are locked, and the alarm system has been set properly. We will not only ensure your building is secure every night, but also have a trained and watchful eye, alerting you when a weak area in security may need your attention.



## KEY CONTROL

Key control is an important part of building security and as such, Sentral installs Hercules electronic lock key cabinets in the properties we service. The electronic lock provides up to 8 number key pad codes for enhanced security and an alarm will sound after 3 wrong entries resulting in an automatic lock out.

Individuals issued a key are responsible to safeguard the key and maintain security of the building or area which the key opens.

By accepting a key, the Sentral team member agrees to:

- Protect the key from theft or loss.
- Not duplicate, loan or allow any other individual to use the key.
- Use the key for Sentral business only.
- Assure that doors are relocked after entering or leaving.
- Report to their Supervisor any condition which may jeopardize people or property.
- Immediately notify the Supervisor when any key is lost or stolen.
- Return keys to the Supervisor at the end of each shift.



## UNIFORMS



### Night Cleaning Team

**Supervisor:** Custom polo with Sentral logo and Sentral picture ID badge.

**Cleaners:** Cobbler with Sentral logo professionally applied and picture ID badge.

### Day Porter/Maintenance Tech

Custom polo with Sentral logo and Sentral ID badge, black pants.

Sentral will accommodate the uniform requirements of the property if different from above.



### Sentral ID Badge



## SPECIAL SERVICES

Sentral's Special Services team offers our customers the benefits of in-house control and skillsets providing final cleaning services, floor care per manufacturer guidelines (including honing, polishing, stripping and finishing), window cleaning, power washing, and carpet cleaning. Our controls feature an on-site Supervisor and Project Manager who coordinate with the on-site Superintendent and back office personal with photos and sign-off.



Our range of comprehensive services include:

- Daily Janitorial Services**
- Day Porter Services**
- Final Construction Cleaning**
- Construction Site Labor Staffing**
- Job Trailer Cleaning**
- Pressure Washing**
- Hard Surface Floor Finishing**
- Carpet Cleaning**
- Window Cleaning**
- Special Projects**
- Maintenance Technicians**
- Event Staffing – Game Day Stadium Services**
- Warehouse Cleaning**
- Disposal of Recyclable Items – Baler/Composting**
- Stone & Concrete Restoration**
- Assistance with LEED Certification**
- COVID-19 Sanitization and Disinfection**

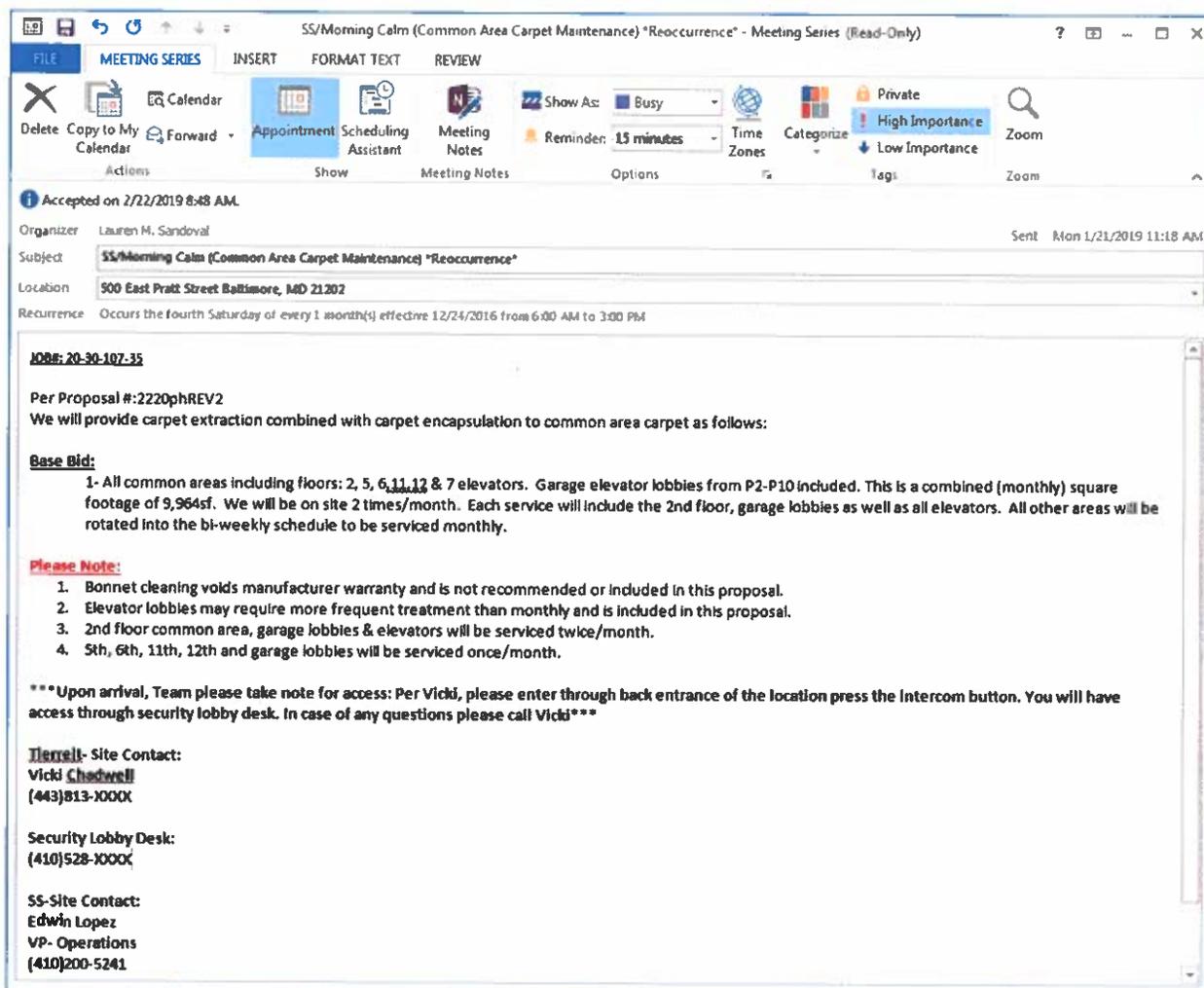
Our special services and post-construction cleaning is carried out by dedicated teams who will arrive at your premises with all the right equipment and products to perform the services.

We can cater for any size of building and can also carry out end-of-lease cleans when a client moves out of rented office space.

## Special Service Team – Service Appointments

We've developed a system to ensure we'll never miss a quarterly maintenance service at the City of Hyattsville locations. These service appointments are set up to a year in advance and are distributed to the calendars of Sentral's Operations team in charge of completing the service, and contain information on the specific location in which the services are to be performed, as well as the specifications to ensure our team in the field follows client instruction.

Below you will find an example of a service appointment set up for a Sentral customer to perform scheduled carpet maintenance.



The screenshot shows an Outlook meeting series window titled "SS/Morning Calm (Common Area Carpet Maintenance) \*Recurrence\* - Meeting Series (Read-Only)". The meeting is organized by Lauren M. Sandoval and is set for 9:00 AM to 3:00 PM on the fourth Saturday of every month, starting on 12/24/2016. The location is 900 East Pratt Street, Baltimore, MD 21202. The meeting content includes:

**JOB#: 20-30-107-35**

Per Proposal #:2220phREV2  
 We will provide carpet extraction combined with carpet encapsulation to common area carpet as follows:

**Base Bid:**

- 1- All common areas including floors: 2, 5, 6, 11, 12 & 7 elevators. Garage elevator lobbies from P2-P10 included. This is a combined (monthly) square footage of 9,964sf. We will be on site 2 times/month. Each service will include the 2nd floor, garage lobbies as well as all elevators. All other areas will be rotated into the bi-weekly schedule to be serviced monthly.

**Please Note:**

1. Bonnet cleaning voids manufacturer warranty and is not recommended or included in this proposal.
2. Elevator lobbies may require more frequent treatment than monthly and is included in this proposal.
3. 2nd floor common area, garage lobbies & elevators will be serviced twice/month.
4. 5th, 6th, 11th, 12th and garage lobbies will be serviced once/month.

\*\*\* Upon arrival, Team please take note for access: Per Vicki, please enter through back entrance of the location press the Intercom button. You will have access through security lobby desk. In case of any questions please call Vicki\*\*\*

**Tierrel- Site Contact:**  
 Vicki Chadwell  
 (443)813-XXXX

**Security Lobby Desk:**  
 (410)528-XXXX

**SS-Site Contact:**  
 Edwin Lopez  
 VP- Operations  
 (410)200-5241

## CORONAVIRUS COVID-19 DISINFECTION PROGRAM

**Sanitize** – to reduce, not kill, the occurrence and growth of bacteria, viruses, and fungi

**Disinfect** – to destroy or kill disease-carrying microorganisms, pathogens, and bacteria and thus prevent the spread of infection

- Disinfecting is a continuous process, not a one-time event.
- All work will be scheduled and serviced based on a first-come, first-served basis – dependent upon staffing and product availability.
- We recommend and strongly encourage our clients to review and accelerate their filter change/cleaning programs. Although still unconfirmed it is strongly suggested that the COVID-19 virus can cause exposure through air born particles.



### Customer:

- Clear off all horizontal surfaces (desktops, tabletops, conference tables, counters, and cabinet tops).
- Put away all personal items and paper products.
- Turn off all electronics to keep items from being disturbed or modified during process.
- Maintain continuous personal cleaning of keyboard, mice, phones, etc. at personal desk spaces
- Maintain hand hygiene and avoid touching of eyes, nose, or mouth with unwashed hands.

### Sentral:

- Proper PPE to be used as a protectant for the cleaner and to reduce spreading after completion.
  - Disposable gloves, masks, and protective eyewear.
  - Disposal of gloves and masks immediately after service is completed.
  - Hands and eyewear to be cleaned immediately after service is completed.
  - Electronics to be covered/blocked during process.



## LEVEL 1

### Re-Opening Detail Sanitizing:

- Spray AirX-44 disinfectant on all horizontal surfaces and touch points and wipe clean
  - Purpose: to refresh and sanitize your space after weeks of reduced and/or no occupancy

## LEVEL 2

### Disinfecting (2-Step) Response:

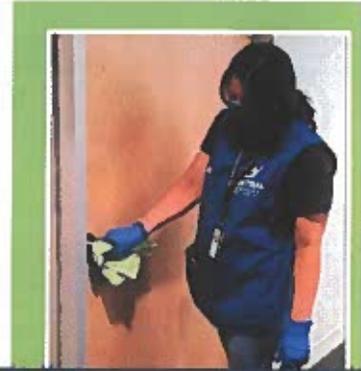
- Spray AirX-44 disinfectant on all horizontal surfaces and touch points and wipe clean
- Cover all affected areas with Spray N Go technology
  - Purpose: to leave a residual that can continue to kill the virus for up to an additional 4-hour period

## LEVEL 3

### COVID-19 Positive Disinfecting (3-Step)

#### Response:

- Cover all affected areas with the Spray N Go disinfection technology – allow to sit and dry for dwell time (5 minutes)
  - Purpose: to mitigate risk for our team members completing the disinfection process
- Wipe down all horizontal surfaces with AirX-44 disinfectant to clean and remove dirt from surfaces
  - Purpose: Spray N Go disinfection technology is most effective on a surface that is clean of dirt and dust
- Cover all affected areas with Spray N Go technology again
  - Purpose: to leave a residual that can continue to kill the virus for up to an additional 4-hour period



## Touchpoints

### Common Areas

- Doorknobs and levers
- Door push plates
- Light switches
- Hand railings
- Reception/security desks
- Telephone receivers
- Elevator buttons (inside cab & lobbies)
- Thermostats
- Copier buttons/control panels
- Drawer handles
- Sink levers
- Water fountain controls
- Refrigerator/microwave doors & handles
- Coffee stations controls and filter basket handles
- All small appliance handles and buttons
- Counters and tabletops
- Vending machine surfaces and controls

### Offices

- Doorknobs and levers
- Door push plates
- Light switches
- Desk cubicle flat area surfaces
- Chair arms
- Telephone receivers
- Drawer handles
- Conference tables and chair arms

### Restrooms:

- Doorknobs and levers
- Door push plates
- Light switches
- Sink levers
- Stall doors and handles
- Soap dispensers and handles
- Toilets and urinals
- Trash cans



# City of Hyattsville

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

## Agenda Item Report

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**File #:** HCC-253-FY21

3/15/2021

8.d)

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

**Item Title:**  
**Award of Landscape Maintenance Contract**

**Suggested Action:**

I move that the Mayor and Council authorize the City Administrator to enter into a contract with Professional Lawn Maintenance Service (PLMS) to provide landscape maintenance in response to a request for proposal, and authorize an expenditure not to exceed \$72,000 for the first year of the contract pending review of the City Attorney.

**Summary Background:**

In February 2021 City staff solicited a request for proposal (RFP) for Landscaping Maintenance. The City received three (3) proposals in response that were responsible and responsive. After reviewing the proposals, it was determined that PLMS would provide the best value and service to the City.

**Next Steps:**

Complete the contract and issue a purchase order to begin work.

**Fiscal Impact:**

NTE \$72,000.00

**City Administrator Comments:**

Recommend Approval

**Community Engagement:**

N/A

**Strategic Goals:**

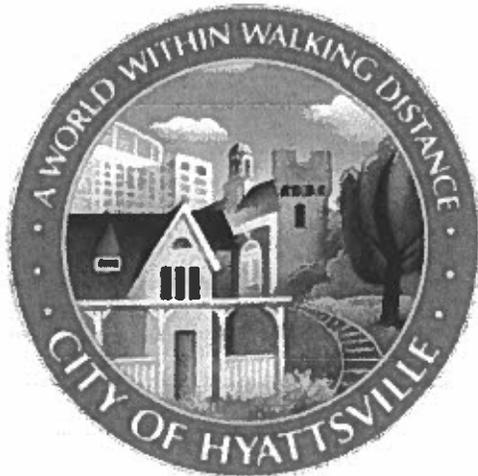
Goal 1 - Ensure Transparent and Accessible Governance

**Legal Review Required?**

Pending



# City of Hyattsville – RFP



**Request for Proposal**

**Landscape Maintenance**

**City of Hyattsville**

4310 Gallatin Street  
Hyattsville, MD 20781

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## REQUESTS FOR PROPOSALS

The City of Hyattsville, Maryland invites sealed responses to this Request for Proposal (RFP #DPW21-002) Landscape Maintenance.

## BACKGROUND AND OBJECTIVE

The City of Hyattsville's Department of Public Works maintains parks, public right of ways, and other green spaces throughout the City.

The purpose of this solicitation is for the City of Hyattsville to select no more than one (1) RFP Respondent (hereafter Contractor) that provides the best price and responsiveness as selected by City Staff. The Contractor selected will work according to all Federal, State, and local requirements and using industry accepted best practices to perform landscape maintenance as per the scope that follows.

The City will select no more than one (1) Contractor for this RFP according to the following proposed schedule.

### **RFP Solicitation Schedule:**

February 3, 2021: Solicitation  
 February 10, 2021: Pre-proposal meeting at 1:00PM  
 February 16, 2021: Questions Due by 5:00PM  
 February 23, 2021: Proposals Due at 2:00PM  
 February 23, 2021: Proposals Opened at 2:10PM  
 February 26, 2021: Notification of Intent to Award  
 March 15, 2021: Council Review and Approval

These durations and dates are for information purposes only and the owner reserves the right to revise any of the durations and to terminate and/or to not initiate any and/or all the solicitation steps.

## RECORDS & REPORTS

The City will require the Contractor to maintain an original set of records on work performed including daily reports, delivery tickets, testing reports, certifications, and any other documents as may be required in performance of this work. The City will be provided a duplicate set of records, but upon request may require the Contractor to provide specific records for confirming City records or use in litigation.

## PRE-PROPOSAL MEETING

There will be a virtual pre-proposal meeting on February 10, 2021 at 1:00PM. The link will be posted on the City's website. An optional tour of the locations by appointment only on a first come, first served basis. To setup a tour between February 10<sup>th</sup> and 16<sup>th</sup> please contact Dawn Taft at [dtaft@hyattsville.org](mailto:dtaft@hyattsville.org) or call 301-852-8790.

## SCOPE OF PROPOSAL

The objective of this solicitation process is for the City of Hyattsville to identify and select one (1) Contractor to perform landscape maintenance in accordance with all stated intents, specifications, and stipulations contained or referenced herein.

Each Contractor shall be responsible for researching the existing conditions and matters that affect the cost or performance of the services.

The selected Contractor shall furnish all personnel, with the correct qualifications, licenses, certifications, etc., as required, to complete the assigned task.

The selected Contractor shall furnish all labor, equipment, tools, services, skills, etc., required to maintain the landscape in an attractive condition throughout the contract period. Maintenance of plant materials shall include, but not be limited to, mowing, edging, pruning, fertilizing, watering, and cleanup.

The intent is to maintain a superior appearance of the properties as determined by the City. The Contractor shall maintain such appearance. Any discrepancies in the understanding of this clause shall be resolved in a manner as determined by the City.

The Contractor shall adhere to the City of Hyattsville Pesticide Regulations as well as the Hyattsville Sustainable Land and Building Management Practices.

## **SPECIFICATIONS**

Landscape Services shall consist of a complete, regularly scheduled program for maintaining the health and appearance of the City landscape and plantings. These services shall be carried out by trained service technician(s) at all times. The Contractor is responsible for all aspects of landscape maintenance during the term of the agreement. The list of locations covered by this RFP is listed in Appendix C.

## **TURF MAINTENANCE**

### **Turf Mowing**

Lawns shall be mowed at the appropriate height to keep a neat appearance. Considering the topography, the Contractor is required to use the proper mowing equipment to provide a high-quality cut and minimize the occurrence of unnecessary scalping due to uneven terrain.

Football field and soccer fields shall be mowed at a height of 2-3 inches depending on the season, as directed by City Staff.

Excessive clippings are to be collected and removed from the job site at the end of each visit. Clippings are not to be left overnight for removal the following day. The use of bagging attachments is recommended but not required.

Permanent fixtures in the turf areas are to be trimmed with weed-eaters to avoid unsightly growth at the base. Care is to be taken at all times when operating around trees, plants, and all other fixtures to prevent damage to them.

### Turf Edging

Edging and trimming along curbs, walks, bed edges and tree wells shall be done to keep a neat appearance. All hard edges shall be mechanically edged twice per month during the growing season. Turf along curbs and sidewalks that cannot be addressed with routine edging operations due to broken curbs or uneven borders are to be treated chemically, following Hyattsville's "Sustainable Land and Building Management Practices" included as Attachment B, and/or physically removed with a spade. Edging that cannot be addressed during regular visits, due to vehicle obstructions, is to be discussed with the City to achieve a solution.

### Trash and Debris Removal

During routine maintenance visits the Contractor is responsible for removing trash and debris from the property.

Curbs, sidewalks, etc., are to be cleaned with mechanical blowers and/or brooms to maintain a neat appearance.

Heavy accumulations of sand, gravel, leaves, etc., are to be removed with a shovel and brooms if blowers provide unsatisfactory results.

## TREE AND SHRUB MAINTENANCE

All plant and tree material are to be pruned in a manner to provide a neat natural appearance. Limbs that obstruct buildings, walkways or vehicular traffic shall be removed. Shearing and selective pruning techniques are left to the discretion of the City. The Contractor shall comply with ANZI A300 Standards for all pruning.

Shrubs shall be pruned to retain their natural shape, to promote bloom, and to meet accepted horticultural practices. Growth shall be kept from encroaching on signs, walkways, driveways, and ventilation units.

Ornamental flowering trees are to be pruned at the proper time of year to encourage maximum flower production.

Dead or damaged portions of plants shall be removed whenever possible.

Contractor shall monitor trees and shrubs for signs of disease and insect infestations. If plants are affected appropriate recommendations for treatment shall be submitted to the City.

Weeds more than 2" tall are to be removed by hand and disposed of. Weeds less than 2" tall are to be treated with legally approved ORGANIC post-emergence herbicides following city submission of SDS and city approval.

All pruning debris is the responsibility of the Contractor. No debris may be disposed of on-site without the expressed permission of the City.

## GROUND COVER & BEDS

All beds shall be maintained with a 3" dressing of shredded hardwood.

Open ground between plants shall be kept weed-free using mechanical or chemical methods as approved by the City. Refer to appendix B.  
Litter and debris shall be removed during maintenance visits in order to ensure a neat appearance.

Soil surfaces shall be raked smooth and cultivated regularly.

Vines shall be trimmed neatly against supporting structures and kept within bounds.

Groundcovers shall be kept trimmed within curbs and along walkways. They shall not be allowed to grow into or through shrubs or other plantings.

Sign faces and windows shall be kept clear of encroaching growth.

## ANNUAL COLOR MAINTENANCE

Spent or dead blooms, including stems, declining foliage and plant debris shall be removed to encourage continued blooming and maintain a neat appearance.

Plants shall be monitored for the presence of insects or diseases and shall be reported to the City when found.

Plants shall be watered as required to promote optimum growth. Contractor shall make provisions to provide watering services up to two times per week for non-irrigated areas. If further watering is necessary, Contractor shall notify City.

Litter shall be removed as color is generally in a focal area. Should any plant material need to be replaced due to any type of damage, a proposal for replacement shall be submitted and approved by the City prior to replacement and installation. The City agrees to be financially responsible to replace plant materials on a timely basis.

## OTHER SERVICES

Fall Clean-Up shall be performed as follows and should be included in the pricing. Fall clean up shall be in late fall after all leaves have fallen from the trees in the area. Work shall include, but not be limited to, leaf removal from all areas of the property, removal of all dead annuals, cut back perennial plantings appropriately, covering of beds necessary to protect plants, etc.).

The Contractor shall establish and maintain an effective communication system with the City.

## AMERICANS WITH DISABILITIES ACT (ADA) ACKNOWLEDGEMENT

The Contractor, in performance of this public works construction project, or where there is an ADA component involved, acknowledges that it is acting on behalf of the City and warrants to the best of its professional information, knowledge, and belief that its design, product, and/or completed infrastructure, will conform to, and comply with, the applicable provisions of the Americans with Disabilities Act.

### COMPENSATION FOR SERVICES (FFE)

The City intends to enter into a service contract for the proposed project term. Compensation for the services rendered will be based upon a not to exceed contract, the value of which will be determined by the Department of Public Works and the selected Contractor.

### EVALUATION CRITERIA AND SELECTION PROCEDURES

#### Evaluation Criteria:

Evaluation of Contractor will be based upon the complete submission of the required Proposal package. Incomplete packages may be eliminated from further consideration.

#### Selection Procedures:

Selection of successful Contractor will be based upon the following:

- Proposal Price
- History of working with the City of Hyattsville
- History of project of similar scope
- Availability of equipment and personnel to complete the project within the allotted time.

### GENERAL CONDITIONS FOR PROPOSALS

Failure to read the RFP and comply with its instructions will be at the Contractor's own risk. Corrections and/or modifications received after the closing time specified in this RFP will not be accepted. The proposal must be signed by a designated representative or officer authorized to bind the Contractor contractually. Submission of a signed proposal to the City will be interpreted to indicate the Contractor's willingness to comply with all terms and conditions set forth the herein.

### SUBMISSION OF PROPOSALS

The Proposals will be received by the City Clerk, no later than **2:00 pm**, Tuesday, February 23, 2021 and shall be mailed or hand delivered to:

**The City of Hyattsville  
4310 Gallatin Street  
Hyattsville, Maryland 20781  
Attn: Laura Reams, City Clerk**

For additional information regarding the services specified in this request for qualifications, contact Hal Metzler, City Project Manager in writing by email at [hmetzler@hyattsville.org](mailto:hmetzler@hyattsville.org). Questions specific to this solicitation will be accepted until 5:00 PM on Tuesday, February 16, 2021.

### PROPOSAL DOCUMENTS

A Contractor responding to this RFP must submit the Proposal Documents included at the end of this document. Failure to comply with these requirements may result in a disqualification of the Contractor. The City will base the selection of a Contractor on documentation submitted in the Proposal Documents.

Applicants must submit **6 total copies of their Proposal. These copies must adhere to the following format: one (1) bound, four (4) unbound and one (1) digital pdf copy of the proposal on a USB drive.** Each Contractor will be evaluated, rated and/or ranked, based on information provided in their Proposal.

#### EVALUATIONS OF PROPOSALS AND AWARD OF CONTRACT

The Proposals will be publicly opened and read on Tuesday, February 23, 2021 at 2:10pm via a virtual meeting. The link to the meeting will be available via the City website.

Proposals from all Contractors meeting the minimum qualifications detailed in this solicitation will be reviewed and evaluated.

The City reserves the right to reject all RFP submissions and further reserves the right to re-issue the RFP.

#### PRICE TO REMAIN VALID

All Proposals must be valid for a period of **120 days** from the due date of the RFP.

#### AMENDMENT OR CANCELLATION OF THE RFP

The City of Hyattsville reserves the right to cancel, amend, modify, or otherwise change this application process at any time if it deems to be in the best interest of the City of Hyattsville to do so.

#### PROPOSAL MODIFICATIONS

No additions or changes to any Proposals will be allowed after the application due date, unless such modification is specifically requested by the City of Hyattsville. The City, at its option, may seek retraction and/or clarification by an applicant regarding any discrepancy or contradiction found during its review of applications.

#### SUSPENSION AND/OR DEBARMENT

Developers, Contractors, Companies or Sub-Contractors which are either suspended or debarred from performing work by the State of Maryland or within Prince George's County, Maryland are prohibited from applying under this Program. A Contractor that submits a proposal that is found to have been suspended and/or debarred from conducting business within Prince George's County, Maryland, such developer will be reported to the State's Attorney General and Comptroller's Office.

#### PRESENTATION OF SUPPORTING EVIDENCE

Contractors responding to this solicitation must be prepared to provide substantiation of any experience, performance, ability and/or financial sureties claimed in their Proposal that the City of Hyattsville deems to be necessary or appropriate.

ERRONEOUS DISBURSEMENT OF FUNDS

The City of Hyattsville reserves the right to correct any inaccurate awards of monies under this Program made to an applicant. This may include, in extreme circumstances, revoking an award of funds made under this program to an applicant subsequently awarding those funds to another applicant.

PROPOSAL PREPARATION COSTS

Contractors are responsible for all costs and expenses incurred in the preparation of a Proposal to respond to this solicitation.

THIS SOLICITATION IS NOT A CONTRACT

This solicitation is not a contract and will not be interpreted as such.

SUB-CONTRACTORS

The Contractor submitting a proposal certifies and warrants that all payments of fees charged by any sub-Contractors pursuant to that contract are the sole responsibility of the Contractor.

CODES AND STANDARDS

Comply with all Federal, Maryland, and Hyattsville regulations, codes, and standards for construction.

No work is to occur between the hours 7:00 P.M. and 8:00 A.M Monday through Friday or anytime on Saturday and Sunday. All work, including emergencies, during these hours require written permission from Department of Public Works (DPW) staff.

In performance of this project, or where there is an ADA component involved, the Contractor acknowledges that it is acting on behalf of the City and warrants to the best of its professional information, knowledge, and belief that its design, product, or completed infrastructure, will conform to, and comply with, the applicable provisions of the Americans with Disabilities Act.

SEQUENCING AND SCHEDULING

Upon acceptance of the Proposal and execution of a contract, the Contractor shall begin work within 10 calendar days of the date of a notice to proceed. The deadline shall be spelled out in the notice to proceed.

The City shall facilitate the Contractor's work by providing reasonable access to all work areas. The City shall facilitate the Contractor's services program by providing access to the project premises during both regular business hours and, as is necessary, at other times so that the Contractor can conduct both regular, scheduled maintenance and any special service(s).

LIQUIDATED DAMAGES

There will be no liquidated damages for this RFP.

**LEGAL TERMS**

It is the policy of the City of Hyattsville that all legal disputes are heard in a court of law in Prince George's County, Maryland, and that each party is responsible to pay for the cost of their own legal fees.

**The City of Hyattsville will not agree to terms that are not consistent with this policy.**

**END OF RFP**

PROPOSAL DOCUMENTS

In order to qualify for this Project, Contractors must submit all information requested in the following pages.

**CONTRACTOR INFORMATION**

Proposals must adhere to the format of these Proposal forms and content of this RFP. Proposals will not be evaluated unless all parts of the Proposal form are submitted in a complete package. The information set forth is the minimum required in order to qualify for consideration.

|                  |  |
|------------------|--|
| Firm Name        | <u>Professional Lawn Maintenance Services, LLC</u> |
| Address          | <u>4218 Nicholson st.</u>                          |
| City, State, Zip | <u>Hyattsville, MD 20781</u>                       |
| Contact Person   | <u>Chris McRae</u>                                 |
| Phone Number     | <u>(240) 687-8893</u>                              |
| Email Address    | <u>plmslandscape@gmail.com</u>                     |

## PROPOSAL RATE SHEET

In compliance with your Invitation to Proposal, we propose to furnish all materials, labor, equipment, and services, necessary to complete the work as outlined in the Scope, per the pricing stated below:

| Item | Approx. Quantity | Unit | Position   | Unit Rate             | Proposal Amount |
|------|------------------|------|--|-----------------------|-----------------|
| 1    | 26               | LS   | Mowing & Trimming of all turf areas, including cleanup after maintenance of all sidewalks, driveways, etc. | \$1,650               | \$42,900        |
| 2    | 26               | LS   | Edging of all sidewalks, driveways, and curbs  | \$200                 | \$5,200         |
| 3    | 22               | LS   | Flower bed chemical and manual weeding and deadheading   | \$425                 | \$9,350         |
| 4    | 4                | LS   | Landscape planting bed and tree base weed removal by chemical and manual means                             | \$100                 | \$400           |
| 5    | 3                | LS   | Fall Cleanup   | \$2,200               | \$6,600         |
| 6    | 1                | LS   | Annual mulching  | \$45                  | \$3,600         |
| 7    | 3                | LS   | Shrub Shaping  | \$1,000               | \$3,000         |
| 8    | 10               | LS   | Watering - Annual Color  | \$50                  | \$500           |
|      |                  |      |  | <b>Total Proposal</b> | <b>\$71,550</b> |

The quantities on this Proposal form are an estimate. Proposals will be for lump sum rate per occurrence; Contractor will be only paid for work that is inspected and accepted by the City.

**PROPOSAL FORM PRICE AUTHORIZATION**

By signing this Proposal form, such action certifies that the Contractor has personal knowledge of the following:

That said Contractor has examined the RFP and specifications, carefully prepared the Proposal form, and has checked the same in detail before submitting said Proposal; and that said Contractor, or the agents, officers, or employees thereof, have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive Proposing in connection with this Proposal.

That all said work will be performed at the Contractor's own proper cost and expense. The Contractor will furnish all necessary materials, labor, tools, machinery, apparatus, and other means of construction in the manner provided in the applicable specifications, and at the time stated in the contract.

The undersigned, being a reputable Contractor and having submitted the necessary pre-qualification forms, hereby submits in good faith and in full accordance with all specifications, attached or integral, his/her Proposal:

Name of Contractor Professional Lawn Maintenance Services, LLC

Authorized Signature 

Name and Title of Signatory Christopher W. McRae Managing Member

Date 2/22/2021

Type of Organization (circle One): Corporation Partnership Proprietorship

SEAL:  
(If corporation)

## INSURANCE REQUIREMENT

Submit a certificate of Insurance from your insurance agent or insurance company that evidences your company's ability to obtain the following minimum insurance requirements. Attach and label as Exhibit I.

### 1. Workers Compensation

Coverage Statutory

A:

Coverage \$500,000 Bodily Injury by Accident for Each Accident

B:

\$500,000 Bodily Injury by Disease for Policy Limit

\$500,000 Bodily Injury by Disease for Each Employee

### 2. Commercial Auto Liability Insurance for All Owners, Non-Owned and Hired Autos.

\$1,000,000 Combined Single Limit for Bodily Injury and Property Damage Liability

### 3. Commercial General Liability Insurance

\$2,000,000 General Aggregate

\$1,000,000 Products/Completed Operations Aggregate

\$1,000,000 Personal and Advertising Injury Limit

\$1,000,000 Combined Single Limit Bodily Injury & Property Damage - Each Occurrence

\$50,000 Fire Legal Limit

\$5,000 Medical Payment

### 4. Umbrella/Access Liability Insurance

\$2,000,000 Each Occurrence

### COMPANY BACKGROUND

Company Name Professional Lawn Maintenance Services, LLC  
 Main Office Location 3421 Hamilton street  
Hyattsville, MD 20781  
 Year Founded 2010

Project Manager Name Chris McRae  
 Project Manager Phone (240) 687-8893  
 Project Manager Email plms landscape@gmail.com  
 Years of Experience 15

Has the company ever operated under another name? If yes, what name?  
No

Do you have the equipment and staff available to start within 10 days of notice to proceed?  
Yes

If no to the previous question, how long would it take to have the equipment and staff available?  
N/A

Has the company ever done work with the City of Hyattsville? If yes, when and what type of work.  
Yes, we have worked with the City of Hyattsville starting in March of 2020. We have done Landscape maintenance including mowing, edging, blowing, weeding/chemical weeding, mulching and vegetation removal. We have also done fence repair and curb painting prep. Most recently we were able to work directly with DPW to assist with the City's leaf removal program.

**REFERENCES**

Complete and submit the following for three (3) projects of similar nature as the project specified. Make copies and/or attach additional pages as needed.

Name of Project Town of Edmonston

Owner of Project Rodney Barnes

Address of Project 5005 52nd Ave Edmonston, MD 20781

Contact Person Rodney Barnes

Phone Number (301) 699-8806

Email address Rbarnes@Edmonstonmd.gov

Description of work  
Maintain Municipality landscaping including parks, right of ways and rain gardens.

Comments  
We have been servicing the Town of Edmonston since 2012.

**REFERENCES**

Complete and submit the following for three (3) projects of similar nature as the project specified. Make copies and/or attach additional pages as needed.

Name of Project Catholic Charities DC

Owner of Project John Tucker

Address of Project 924 G. st. NW Washington DC 20001

Contact Person John Tucker

Phone Number (202) 439-3200

Email address John.Tucker@CC-DC.org

Description of work  
Full service landscaping at multiple Catholic Charity properties (17) including the Kennedy Institute and Gift of Peace. We also provide snow removal for all of these sites.

Comments  
We have been servicing Catholic Charities since 2010  
The Kennedy Institute is approximately 5 acres and Gift of Peace is approximately 20 acres.

## REFERENCES

Complete and submit the following for three (3) projects of similar nature as the project specified. Make copies and/or attach additional pages as needed.

|                     |  |
|---------------------|--|
| Name of Project     | <u>Archdiocese of Washington</u>   |
| Owner of Project    | <u>Phillip Ducte</u>   |
| Address of Project  | <u>5001 Eastern Ave NE (Phillum, MD) 20782</u>   |
| Contact Person      | <u>Phillip Ducte</u>   |
| Phone Number        | <u>(301) 853-4500</u>  |
| Email address       | <u>Ductep@adw.org</u>  |
| Description of work | Maintain the Archdiocese of Washington headquarters Cardinals Office<br>Full service landscaping and we provide snow removal at multiple sites |
| Comments            | The area of the property that we maintain is about 4 acres   |

Appendix (A) – City of Hyattsville Sample Contract Form

**CITY OF HYATTSVILLE AGREEMENT**

**— Contract Name —**

**Contractor:**

**RFP No.:**

**Contract No.:**

**THIS AGREEMENT** is made this \_\_\_\_ day of March 2021, by and between **THE CITY OF HYATTSVILLE**, a municipal corporation of the State of Maryland, hereinafter referred to as the “City,” and XXXXXXXX, hereinafter referred to as “Contractor.”

**RECITALS**

**WHEREAS**, the Hyattsville City Council authorized the City Administrator to enter into a contract regarding an XXXXXX;

**WHEREAS**, the Contractor submitted a response to the City’s Request for Proposal No. XXXXXX dated XXXXXX; and

**WHEREAS**, the Contractor and the City pursuant to that authorization are entering into this Agreement for the above Project pursuant to a response to the City’s Request for Proposal (hereinafter, the “RFP”) and all of Contractor’s bid responses.

**TERMS**

**NOW, THEREFORE**, in consideration of the mutual covenants and obligations contained herein and other good and valuable consideration, the sufficiency of which is hereby mutually acknowledged, the City and Contractor agree as follows:

**ARTICLE I. SCOPE OF SERVICES**

The Project shall include all work outlined in the recitals above, the RFP, the proposal dated XXXXXX, and all other work as reasonably required by the City, including those set forth

elsewhere herein. In shorth, the contractor shall be responsible to provide for the design, installation, and maintenance of XXXXXX for various projects around the City.

**ARTICLE II. PERIOD OF PERFORMANCE**

Contractor agrees to commence work immediately upon execution of the Contract and shall perform all other services required by this Agreement or by the City as expeditiously as is consistent with good professional skill and best industry practice. The study shall be completed within ninety (90) days of the notice to proceed. Time is critical factor in the successful execution of the terms of this Agreement.

**ARTICLE III. FEE FOR SERVICES**

In exchange for these good and valuable services the Contractor will be paid on a per unit basis as set forth in the Contractor's XXXXXX proposal, but in no event shall the total amount paid to the Contractor exceed \$XXXXXX.00 over the life of the contract, including any and all options that may be exercised by the City.

**ARTICLE IV. THE CONTRACT DOCUMENTS**

This Agreement and the following enumerated documents form the entire Contract between the parties. Where there is a conflict between any of the contract documents and this Agreement, the language of this Agreement shall govern. The documents identified below are as fully a part of the Contract as if hereto attached. They constitute the entire understanding of the parties and supersede any prior proposals or agreements:

- A. City of Hyattsville Bidding Specifications and Standards for Public Works Construction, Goods or Services,
- B. RFPXXXXXX, and
- C. Contractor Proposal dated XXXXXX.

**ARTICLE V. CONTRACTOR SERVICES**

As directed by the City, Contractor shall:

A. Be responsible for the preparation, technical completeness and sufficiency of all submitted proposals.

B. Comply with the Prince George’s County Code, the City of Hyattsville Code and Charter, The City of Hyattsville Specifications and Standards for Public Works Construction, when applicable, Maryland Department of Agricultural Pesticide Laws and Regulations and all pertinent Federal, State and County laws and regulations.

C. Attend hearing/conferences with City or persons designated by City as necessary for the successful completion of this Agreement.

D. Be responsible directly to the City Administrator or his/her designee, who is the City’s agent and duly authorized representative to whom Contractor shall ordinarily direct communication and submit documents for approval and from whom Contractor shall receive directions concerning the subject of this Agreement and approval of any documents in writing. Any revisions requiring additional compensation to Contractor shall not be commenced without the City’s written authorization approved by the City Administrator.

E. Prior to final payment to a contractor or a subcontractor, arrange for a final inspection by the City and review all outstanding claims which have not been settled during the phase of the Project contemplated by this Agreement and prepare a written report outlining the background and status of such claims and making recommendations as to the ultimate disposition of such outstanding claims.

**ARTICLE VI. CITY’S RESPONSIBILITY**

The City shall provide information regarding its requirements, including related budgetary information. However, the Contractor shall notify the City in writing of any information or

requirements provided by the City, which the Contractor believes to be inappropriate.

#### ARTICLE VII. COOPERATION

The Contractor agrees to perform its services under this Contract in such manner and at such times so that City and/or any contractor who has work to perform, or contracts to execute, can do so without unreasonable delay. Contractor further agrees to coordinate its work under this Agreement with any and all other contractors deemed necessary by the City.

#### ARTICLE VIII. OWNERSHIP OF DOCUMENTS

City shall have unlimited rights in the ownership of all drawings, designs, specifications, notes and other work developed in the performance of the Agreement, including the right to use same on any other City Project without additional cost to City, and with respect thereto Contractor agrees to and does hereby grant to City an exclusive royalty-free license to all data which he or she may cover by copyright and to all designs as to which he or she may assert any rights or establish any claim under the patent or copyright laws. The City's rights in ownership of documents under this Article shall include any and all electronic files generated by Contractor in the performance of its duties pursuant to this Agreement.

A. In the case of future reuse of the documents, City reserves the right to negotiate with Contractor for the acceptance of any professional liability.

#### ARTICLE IX. SPECIAL PROVISIONS

A. Contractor may not assign or transfer any interest in this Agreement except with City's written approval.

B. City may waive specific minor provisions of the Agreement on Contractor's request in the interest of expediting the contract. Waiver shall not constitute a waiver of any liability ensuing there from.

C. Except as otherwise provided in the contract documents, the City Administrator, shall decide all disputes after consultation with Contractor, and any other appropriate parties. The City Administrator’s decision shall be reduced to writing and delivered to Contractor and such dispute resolution shall not be considered a Change pursuant to this contract unless the dispute resolution modifies either the services rendered or the total fee for services as provided herein.

D. The City Administrator’s decision shall be final and conclusive.

E. Until a dispute is finally resolved, Contractor shall proceed to meet the terms of this Agreement and comply with City Administrator’s orders.

F. Contractor shall not hire or pay any employee of the City or any department, commission agency or branch thereof.

**ARTICLE X. TERMINATION**

A. This Agreement may be terminated by the City at the City’s convenience upon not less than thirty (30) days written notice to the Contractor.

B. In the event of termination, which is not the fault of Contractor, the City shall pay to Contractor the compensation properly due for services properly performed or goods properly delivered prior to the effective date of the termination and for reasonable reimbursable expenses properly incurred prior to the termination. The City shall not be liable for any damages, costs or expenses for lost profit, overhead or discontinuation of contract or equitable adjustment in the event of termination by the City.

C. In the event the Contractor, through any cause fails to perform any of the terms, covenants or provisions of this Agreement on his part to be performed, or if Contractor for any cause, fails to make progress in work hereunder in a reasonable manner, or if the conduct of Contractor impairs or prejudices the interest of the City, or if Contractor violates any of the terms,

covenants, or provisions of this Agreement, the City shall have the right to terminate this Agreement for cause by giving notice in writing of the termination and date of such termination to Contractor. The City shall have the sole discretion to permit the Contractor to remedy the cause of the contemplated termination without waiving the City's right to terminate the Agreement. All drawings, specifications, electronic files and other documents relating to the design of the good, scope of the service or supervision of work, not in the public domain, shall be surrendered forthwith by Contractor to the City as required by the City. The City may take over work to be done under this Agreement and prosecute the work to completion, or procure the good or service, by contract or otherwise, and Contractor shall be liable to the City for all reasonable cost in excess of what the City would have paid the Contractor had there been no termination. The City shall not be liable for any damages, costs or expenses for lost profit, overhead or discontinuation of contract or equitable adjustments in the event of such termination.

#### ARTICLE XI. APPLICABLE LAW

The laws of the State of Maryland, excluding conflicts of law rules, shall govern this Agreement as if this Agreement were made and performed entirely within the State of Maryland. Any suit to enforce the terms hereof or for damages or other relief as a consequence of the breach or alleged breach hereof shall be brought exclusively in the courts of the State of Maryland in Prince George's County, and the parties expressly consent to the jurisdiction thereof and waive any right which they have or may have to bring such elsewhere.

#### ARTICLE XII. CHANGES

A. The City Administrator may, at any time, by written order designated or indicated to be a change order, make any change in the work within the general scope of this Agreement, provided any change is co-signed by the City Treasurer, or in his or her absence, the Mayor.

B. Any other written order from City, which causes any change, shall be treated as a change order under this clause, provided that Contractor gives City written notice stating the date, circumstance, and source of the order and the City consents to regard the order as a change order.

C. Except as herein provided, no order, statement, or conduct of the City shall be treated as a change under this clause or entitle Contractor to an equitable adjustment hereunder.

D. If any change under this clause causes an increase or decrease in the cost of, or the time required for, the performance of any part of this Agreement, whether or not changed by any order, an equitable adjustment shall be made, and the Agreement modified in writing accordingly. If Contractor intends to assert a claim for an equitable adjustment under this clause, Contractor shall, within thirty (30) days after receipt of a written change order under (A) above, or the furnishing of written notice under (B) above, submit to the City Administrator a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended by the City Administrator. The statement of claim hereunder may be included in the notice under (B) above.

E. The amount of any adjustment to the contract sum under this clause shall be a negotiated fixed fee.

F. No claim by Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this Agreement or if made later than thirty (30) days after receipt as required herein.

**ARTICLE XIII. SUCCESSORS AND ASSIGNS**

The parties each binds itself, its partners, successors, assigns and legal representatives to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither party shall assign, sublet or transfer his

interest, including but not limited to the proceeds thereof, in this Agreement, without the written consent of the other party.

#### ARTICLE XIV. INSURANCE

A. All Contractors shall obtain and maintain liability insurance coverage. The Contractor shall, within ten (10) days of the execution of this Agreement, file with the City Administrator, the Certificate from an insurance company authorized to do business in the State of Maryland and satisfactory to the City showing issuance of liability insurance in the amount of at least One Million Dollars (\$1,000,000.00) coverage with a deductible no greater than Ten Thousand Dollars (\$10,000.00). Contractor shall be fully and completely responsible to pay the deductible. Unless waived in writing by the City, the Certificate shall bear an endorsement in words exactly as follows:

The insurance company certifies that the insurance covered by this certificate has been endorsed as follows: "The insurance company agrees that the coverage shall not be canceled, changed, allowed to lapse, or allowed to expire until thirty (30) days after notice to: City Administrator, 4310 Gallatin Street, Hyattsville, Maryland 20781 (City's Representative)."

The provisions of XIV.A. shall also apply to any other coverages identified in this Article XIV in order to ensure that the Certificate, deductible, and endorsement requirements are met as to each specific type of coverage required in this Article XIV. The amount of coverage and the deductible specified elsewhere in this Article XIV regarding types of insurance coverage is controlling.

B. In addition, Contractor shall, throughout the term of this Agreement, maintain comprehensive general liability insurance in the following amounts and shall submit an insurance certificate as proof of coverage prior to final Agreement approval:

1. Personal injury liability insurance with a limit of \$1,000,000.00 for each occurrence and \$2,000,000.00 aggregate, where insurance aggregates apply; and

2. Property damage liability insurance with limits of \$1,000,000.00 for each occurrence and \$2,000,000.00 aggregate, where aggregates apply.

C. Comprehensive general liability insurance shall include completed operations and contractual liability coverage. The Certificates of Insurance evidencing this insurance shall provide that the City shall be given at least thirty (30) days prior written notice of the cancellation of, intention not to renew, or material change in coverage.

D. Contractor shall comply with the requirements and benefits established by the State of Maryland for the provision of Workers' Compensation insurance and shall submit an insurance certificate as proof of coverage prior to beginning work under this Agreement.

**ARTICLE XV. INDEMNIFICATION**

Contractor hereby acknowledges and agrees that it shall be responsible for and indemnify, defend, and hold the City harmless against any claim for loss, personal injury and/or damage that may be suffered as a result of their own negligence or willful misconduct in the performance of the services herein contracted for or for any failure to perform the obligations of this Agreement, including, but not limited to, attorneys fees and any other costs incurred by the City, in defending any such claim. Contractor further agrees to notify the City in writing within ten (10) days of receipt of any claim or notice of claim made by third parties against the Contractor or any subcontractor regarding the services and work provided to the City pursuant to this Contract. Contractor shall provide the City copies of all claims, notice of claims and all pleadings as the matter progresses. This Article shall survive termination of the Contract.

**ARTICLE XVI. ADA COMPLIANCE**

In performance of this Agreement for public works construction projects, or where there is an ADA component involved, the Contractor acknowledges that it is acting on behalf of the City

and warrants to the best of its professional information, knowledge, and belief that its design, product or completed infrastructure, will conform to, and comply with, the applicable provisions of the Americans with Disabilities Act. The Contractor hereby indemnifies and holds harmless the City from damages and costs arising from any claim that the Contractor's has failed to conform to the applicable provisions of the Americans with Disabilities Act.

**ARTICLE XVII. CERTIFICATIONS OF CONTRACTOR**

The Contractor and the individual executing this Agreement on the Contractor's behalf warrants it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for it, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this Agreement.

**ARTICLE XVIII. SET-OFF**

In the event that the Contractor shall owe an obligation of any type whatsoever to the City at any time during the term hereof, or after the termination of the relationship created hereunder, the City shall have the right to offset any amount so owed the Contractor against any compensation due to the Contractor for the provision of Construction, Goods or Services covered by the terms of this Agreement.

**ARTICLE XIX. MISCELLANEOUS**

A. This Agreement is subject to audit by the City, and the Contractor agrees to make all of its records relating to the goods or services provided to the City available to the City upon request and to maintain those records for six (6) years following the date of substantial completion of this Agreement; or a longer period, if reasonably requested by the City.

B. If any term or provision of this Agreement shall be held invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be enforced to the fullest extent permitted by law.

C. The person executing this Agreement on behalf of the Contractor hereby covenants, represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of the Contractor.

D. All representations, warranties, covenants, conditions and agreements contained herein which either are expressed as surviving the expiration and termination of this Agreement or, by their nature, are to be performed or observed, in whole or in part, after the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement. This Agreement is entered into as of the day and year first written above.

E. This Agreement represents the entire and integrated Agreement between the City and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the duly authorized representatives of the City and the Contractor.

F. The recitals above are hereby incorporated into this Agreement.

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

Witness/Attest:

XXXXXX

By: \_\_\_\_\_ (SEAL)

Date

Witness/Attest:

The City of Hyattsville

By: \_\_\_\_\_ (SEAL)

Date

Clerk

Appendix (B) – Hyattsville Sustainable Land and Building Management Practices

**Section 1. Purpose.**

The Hyattsville City Council hereby finds and declares that it shall be the policy of the City of Hyattsville to eliminate toxic pesticide use, except in the case of an emergency public health situation, invasive species control, or State mandate, in and on City-owned and -leased property in order to promote a healthy environment and protect the public and City employees from the risks of pesticides; for City departments and City contractors to implement sustainable land and building management practices at all City-owned and -leased properties; and for City departments to endeavor to educate the public on the benefits of adopting sustainable practices.

**Section 2. Findings.**

**WHEREAS**, scientific studies associate exposure to pesticides with asthma, cancer, developmental and learning disabilities, nerve and immune system damage, liver or kidney damage, reproductive impairment, birth defects, and disruption of the endocrine system;

**WHEREAS**, infants, children, pregnant women, the elderly, people with compromised immune systems and chemical sensitivities are especially vulnerable to pesticide effects and exposure;

**WHEREAS**, pesticides are harmful to pets, wildlife including threatened and endangered species, soil microbiology, plants, and natural ecosystems;

**WHEREAS**, toxic runoff from chemical fertilizers and pesticides pollute streams and lakes and drinking water sources;

**WHEREAS**, the use of hazardous pesticides is not necessary to create and maintain healthy landscapes given the availability of viable alternatives practices and products;

**WHEREAS**, people have a right not to be involuntarily exposed to pesticides in the air, water or soil that inevitably result from chemical drift and contaminated runoff;

**WHEREAS**, recognizing that if an emergency public health situation, invasive species control, or State mandate warrants the use of pesticides, which would otherwise not be permitted under this policy, the Director of the Department of Public Works shall have the authority to grant a temporary waiver on a case-by-case basis after an evaluation of all alternative methods and materials.

**WHEREAS**, the use of a sustainable program that emphasizes Integrated Pest Management (IPM) non-chemical methods of pest prevention and management and the use of the least-toxic pesticide as a last resort, will eliminate the use of and exposure to pesticides while

controlling pest populations;

**WHEREAS**, sustainable practices complement other important goals of City maintenance and administration such as energy conservation and security;

**WHEREAS**, educating the public on the benefits of sustainable practices will improve the health of the public and the environment; and

**WHEREAS**, numerous communities and municipalities are embracing a precautionary approach to the use of toxic pesticides in order to adequately protect people and the environment from pesticides' harmful effects; and

**WHEREAS**, the City of Hyattsville encourages residents to adopt sustainable and environmental friendly practices via its Green Hyattsville Initiatives and its establishment of the Hyattsville Environment Committee; and

**WHEREAS**, The City of Hyattsville has expressed through Goal 3 – Promote a Safe and Vibrant Community of Hyattsville City's Strategic Goals and Actions adopted XX, 2016, Promote health and wellness initiatives in the community and workplace.

### **Section 3. Definitions.**

**Crack and Crevice Treatment**—means the application of small quantities of a pesticide into openings in a building such as those commonly found at expansion joints, between levels of construction, and between equipment and floors.

**Emergency**—means an urgent need to mitigate or eliminate a pest that threatens public health or safety.

**Sustainable Land and Building Management Practices**—means a managed pest control program that:

(A) eliminates or mitigates economic and health damage caused by pests;

(B) uses—(i) IPM; (ii) site or pest inspections; (iii) pest population monitoring and prevention strategies; (iv) an evaluation of the need for pest control; and, (v) one or more pest prevention and management methods, such as habitat modifications, sanitation practices, entryway closures, structural repair, mechanical and biological controls, effective mowing, watering and fertilizing practices that provide a healthy soil, other nonchemical methods, and if nontoxic options are unreasonable or have been exhausted, a least-toxic pesticide; and

(C) minimizes—(i) the use of pesticides; and (ii) the hazards to human health and the environment associated with pesticide applications.

**Director of the Department of Public Works**—is designated by the City of Hyattsville to oversee implementation of the sustainable land and building management practices for the City. The Director of the Department of Public Works may designate a subordinate to oversee such implementation.

**Integrated Pest Management**—is an ecosystem-based strategy that focuses on long-term prevention of pests or their damage through a combination of techniques such as biological control, habitat manipulation, modification of cultural practices, and use of resistant varieties.

**Least-Toxic Pesticide**—means any pesticide product or ingredient that, at a minimum, has not been classified as, or found to have, any of the following characteristics or ingredients:

(A) **Toxicity Category I or II** by the EPA (pesticides identified by the words “DANGER” or “WARNING” on the label);

(B) A **developmental or reproductive toxicant** as defined by the State of California Proposition 65 Chemicals Known to Cause Developmental or Reproductive Harm.

(C) A **carcinogen**, as designated by (i) EPA's List of Chemicals Evaluated for Carcinogenic Potential (chemicals classified as a human carcinogen, likely to be carcinogenic to humans, a known or likely carcinogen, a probable human carcinogen, suggestive evidence or a possible human carcinogen); (ii) the International Agency for Research on Cancer (IARC) (chemicals classified as carcinogenic to humans or probably or possibly carcinogenic to humans); (iii) the United States National Toxicology Program (NTP) (chemicals classified as known or reasonably anticipated to be human carcinogens); or (iv) the State of California's Proposition 65;

(D) **Neurologic cholinesterase inhibitors**, as designated by California Department of Pesticide Regulation or the Materials Safety Data Sheet (MSDS) for the particular chemical;

(E) **Known groundwater contaminants**, as designated by the state of California (for actively registered pesticides);

(F) Pesticides formulated or applied as **dusts, powder, or aerosols**, unless used in a way that virtually eliminates inhalation hazard, such as when applied to cracks or crevices and sealed after the application, or used as a directed spray into the entrance of an insect nest;

(G) **Nervous system toxicants**, including chemicals such as cholinesterase inhibitors or chemicals associated with neurotoxicity by a mechanism other than cholinesterase inhibition, or listed or identified in or on any of the following lists: (i) Toxics Release Inventory (TRI), EPA EPCRA section 313; (ii) EPA Reregistration Eligibility Decisions

(RED); (iii) Insecticide Resistance Action Committee (IRAC) Mode of Action Classification: Acetylcholine esterase inhibitors, GABA-gated chloride channel antagonists, Sodium channel modulators, Nicotinic Acetylcholine receptor agonists or antagonists, Nicotinic Acetylcholine receptor agonists, Chloride channel activators, Octopaminergic agonists, Voltage-dependent sodium channel blockers, or Neuronal inhibitors (unknown mode of action);

(H) **Endocrine disruptors**, which include chemicals that are known to or likely to interfere with the endocrine system in humans or wildlife, based on the European Commission (EC) List of 146 substances with endocrine disruption classifications, Annex 13 (and any subsequent lists issued as follow-up, revisions, or extensions or based on any list created by the EPA that identifies endocrine disruptors);

(I) Regarding outdoor use: **Adversely affects the environment or wildlife**, based on any of the following: (i) Label precautionary statements including “toxic” or “extremely toxic” to bees, birds, fish, aquatic invertebrates, wildlife, or other nontarget organisms, unless environmental exposure can be virtually eliminated; (ii) Pesticides with ingredients with moderate or high mobility in soil, or with a soil half- life of 30 days or more (except for mineral products);

(J) Has data gaps or missing information in EPA registration documents, including pesticide fact sheets, or EPA reregistration eligibility decisions, which EPA is requiring the registrant to provide; and,

(K) **Contaminants and metabolites** recognized by EPA that violate any of the above criteria.

**Natural Organic Fertilizer**—means fertilizers that contain nutrients naturally derived solely from the remains or a by-product of an organism, or from a mineral. The term includes cottonseed meal, fish emulsion, compost, and composted manure. The terms does not include any fertilizer containing biosolids or synthetic ingredients, natural minerals or substances that are reacted with acids or produced in a petrochemical process.

**Pesticide**—any substance or mixture of substances intended for—(i) preventing, destroying, repelling, or mitigating any pest; (ii) use as a plant regulator, defoliant, or desiccant; or (iii) use as a spray adjuvant such as a wetting agent or adhesive. The term “pesticide” does not include cleaning products, other than those that contain pesticidal agents.

**Grounds**—means the area outside of a building controlled, managed, or owned by the City and includes a lawn, playground, sports field, and any other property or facility controlled, managed, leased, or owned by the City.

**Synthetic Fertilizer**—means a substance containing a plant nutrient created by a synthetic,

chemical process, including triple super phosphate made by treating rock phosphate with phosphoric acid, potassium chloride, urea quick release synthetic fertilizers, petroleum-based fertilizers. The term does not include natural organic fertilizers that are made from naturally occurring materials, such as fish or kelp, or manure-based organic compost.

**Universal Notification**—means notice provided by the Director of the Department of Public Works to all employees working at the facility where the pesticide will be applied.

**Sec. 4 Sustainable Land and Building Management Practice Components.**

**(1) In General.**—The Department of Public Works shall implement sustainable land and building management practices, that at a minimum—

- (A) Applies to City controlled, managed, or owned buildings and grounds;
- (B) Follows sustainable land and building management practices for addressing pest problems.
- (C) Presents to Hyattsville City Council an actionable plan developed in collaboration with approved advisory committees and interested local advocacy groups with a purpose of providing measurable goals toward sustainability in all aspects of City operations.

**(2) Duties of the Director of the Department of Public Works**—The Director of the Department of Public Works or a designated subordinate shall—

- (A) Oversee the implementation of sustainable land and building management;
- (B) Act as a contact for inquiries about the sustainable land and building management practices;
- (C) Maintain and make available to any person upon request material safety data sheets, labels, and fact sheets or other official information related to the pesticides, for all pesticides that may be used in the City buildings or grounds;
- (D) Be informed of Federal and State chemical health and safety information and contact information;
- (E) Maintain scheduling of all pesticide use;
- (F) Maintain contact with Federal and State sustainable land and building experts;
- (G) Obtain periodic updates and training from State sustainable land and building experts;

(H) Pre-approve any public health emergency pesticide applications; and

(I) Maintain all pesticide use data for each pesticide used at City buildings and grounds for at least 3 years after the date on which the pesticide is applied.

**(3) Use Of Pesticides**—The City of Hyattsville shall only use a least-toxic pesticide as part of the sustainable land and building management practices. The least-toxic pesticide may only be used as a last resort following product label application specifications. Pesticides are only to be applied by certified commercial applicators.

**(4) Use Of Fertilizers**—The City of Hyattsville shall only use natural organic fertilizers. The use of a synthetic fertilizer is prohibited on properties City-owned or -managed properties.

**(5) Public Health Emergency**—

**(A) In General**—If the Director of the Department of Public Works determines that a pest in a City building or on City grounds cannot be controlled after having used sustainable land and building management practices and least-toxic pesticides and it is a public health emergency, invasive species control, or State mandate, the City may use a pesticide in accordance with this subsection.

**(B) Director of the Department of Public Works Approval Required**—The Director of the Department of Public Works shall approve, after identifying the pesticide product ingredients and acute and chronic adverse health effects, the pesticide product before any public health emergency application can be made.

**(C) Area Use Limitation**—The use of an area or room treated by an emergency pesticide, other than a least-toxic pesticide, shall not be occupied or used at the time of application or during the 24-hour period beginning at the end of the application.

**(D) Authorized Applicator**—The pesticide application shall only be made by a State certified pesticide applicator.

**(E) Notification of Occupants and Users**—The Director of the Department of Public Works shall provide to each employee of the facility/grounds where the application is to take place a notice of the application of the pesticide for emergency pest control. Notification will be provided at least 24 hours before the application. The notification shall include—

- (i) the common name, trade name, and Environmental Protection Agency registration number of the pesticide;
- (ii) a description of the location of the

application of the pesticide; (iii) a description of the date and time of application; and (iv) the statement “The EPA cannot guarantee that registered pesticides do not pose risks, and unnecessary exposure to pesticides should be avoided”; (v) a description of potential adverse effects of the pesticide based on the material safety data sheet of the pesticide any additional warning information related to the pesticide; (vi) the name and telephone number of the Director of the Department of Public Works; (vii) a description of the problem and the factors that qualified the problem as an emergency that threatened public health; and (viii) a description of the steps the City will take in the future to avoid emergency application of a pesticide under this paragraph.

**(F) Method Of Universal Notification**—The Director of the Department of Public Works may provide the notice by—(i) written notice provided to each employee; (ii) a notice delivered electronically (such as through e-mail or facsimile); (iii) a telephone call; or (iv) direct contact.

**(G) Posting of Signs**—If applying a pesticide under this paragraph, the Director of the Department of Public Works shall post a sign warning of the application of the pesticide—in a prominent place that is in or adjacent to the location to be treated; and at each entrance to the building or ground to be treated. A sign required for the application of a pesticide shall remain posted for at least 72 hours after the end of the treatment; be at least 8 1/2 inches by 11 inches; and state the same information as that required for prior notification of the application under subparagraph (E).

**(H) Modification of Sustainable Land and Building Management Practices**—If the City of Hyattsville applies a pesticide under this paragraph, the Director of the Department of Public Works shall modify the sustainable land and building management practices to minimize the future applications of pesticides under this paragraph.

## **Section 5. Grounds Management Implementation Guidelines.**

It is the policy of the City of Hyattsville to take the following preventive measures to eliminate pest-conducive conditions:

- (A) To maintain healthy soil, soil sampling and analysis will be conducted to evaluate and assess the level of care needed for the facility’s turf and landscape.
- (B) Well-adapted, pest-resistant grass varieties that are more suitable for the City’s climate will be planted.
- (C) Lawn aeration will be scheduled twice a year.
- (D) De-thatching practices must keep the thatch layers less than 1/2” in order to keep the grass less susceptible to insects, disease, and weather stress.
- (E) A proper pH for the soils will be maintained. The soil should be tested in order to

- adjust the pH if needed.
- (F) Annual fall fertilizer applications will be scheduled and carried out. Only slow-release fertilizer formulations will be used.
  - (G) Approved soil amendments will be applied as necessitated by soil test results. Following, but not limited to, the recommendations of the Northeast Organic Farmers' Association and/or the Organic Material Review Institute of Eugene, OR.
  - (H) Outdoor management practices will be modified to comply with organic horticultural science, including scouting, monitoring, watering, pruning, proper spacing and mulching.
  - (I) Practices will include the use of physical controls, including hand-weeding and over-seeding.
  - (J) Practices will also include the use of biological controls, including the introduction of natural predators, and enhancement of a favorable environment for a pest's natural enemies.

#### **Section 6. City Contracts and Enforcement.**

- (1) All applicable City contracts shall be subject to the City's sustainable land and building management practices.
- (2) Failure to comply with the provisions of this act as specified in a contract with the City may, at the discretion of the City, result in the voiding of said contract.

#### **Section 7. Public Outreach Campaigns.**

The City recognizes the importance of educating the public on benefits of adopting sustainable practices and the potential dangers of toxic pesticide and synthetic fertilizer use. The City shall engage in a public education campaign aimed at mitigating the use of toxic pesticides and synthetic fertilizers. The City shall identify or prepare, and then periodically disseminate, materials designed to educate the community about the role of pesticides in our local environment, compliance with recommendations set forth in this section of the Hyattsville City Charter and Code as well as earth-friendly practices and alternatives to the use of harmful pesticides.

(A) Public awareness and education may take the form of pamphlets and brochures, whether produced and distributed on paper or electronically, and classes and seminars, involving City staff, non-City governmental agencies, community and advocacy groups, and other resources.

(B) Materials shall include information about and links to the U.S. Environmental Protection Agency's list of minimum risk pesticides. The Department of Public works shall publish the EPA's list of minimum risk pesticides on or before March 1 of each year and ensure that the publication reflects any changes to the EPA's list during the preceding twelve months.

#### **Section 8. And Be It Further Enacted.**

That this policy shall take effect as of the date of the six months from its passage.

Appendix (C) – Landscape Maintenance Locations

| <b>Facility</b>      | <b>Location</b>                         | <b>Notes/Clarifications</b>   | <b>Task</b>   |
|----------------------|---|---|---|
| Burlington Park      | 4600 Burlington St.                     |   | Mowing, leaf removal  |
| Emerson Food Forest  | 4515 Emerson St. Corner of 46th Pl.     |   | Mowing, leaf removal, bed maintenance                                 |
| Centennial Park      | Alt Rt. 1 Bridge                        |   | Mowing, bed maintenance, leaf removal                                 |
| City Lot 1           | 5123 Baltimore Ave                      | Includes Hyattsville sign and all beds in front and back parking lot, and fence line in back    | Mowing, bed maintenance, leaf removal - watering of annuals at bridge |
| Trolley Trail        | behind Franklins -                      | includes all beds/swales from Hamilton Street to Flat Iron Bldg. @ Farragut Street              | Mowing/bed maintenance  |
| Parking Lot 3        | 4325 Gallatin St.                       | Across from City bldg. includes parking lot perimeter fence and elevation for vehicle clearance | Mowing  |
| City Municipal Bldg. | 4310 Gallatin St.                       |   | Mowing, bed maintenance, leaf removal - watering of annuals           |
| King Memorial Park   | 4200 Block Gallatin St.                 |   | Mowing, bed maintenance, leaf removal                                 |
| City Lot 5           | 4307 Jefferson St.                      | center island just off Jefferson  | bed maintenance   |
| City Lot 2           | 4306 Hamilton Street                    | Police cars   | Mowing, bed maintenance   |
| Deitz Park           | 4100 Block Oliver St.                   | hidden entrance - alley way just off 42nd Ave   | Mowing, leaf removal  |
| Stormwater swale     | 44th Ave and Oliver St. (6022 44th Ave) | Includes area behind bollards to Route 1  | Mowing, leaf removal, fence maintenance                               |
| Green Space          | 6101 44th Ave.                          | Alley from 44th Ave to Baltimore Ave  | mowing  |
| Nicholson Park       | 3900 Block Nicholson St.                |   | Mowing, bed maintenance, leaf removal                                 |
| Teen Center          | 5812 40th Ave                           | use fence line of Nicholson Park for back boundary  | mowing/leaf removal   |
| McClanahan Park      | 3500 Block Oliver St.                   | intersection of Oliver St & Jamestown   | Mowing, leaf removal, bed maintenance                                 |
| Green Space          | 31st Ave and Nicholson St.              | across from Apartments - side walk and grass strip to CSX                                       | Mowing  |
| Heurich Park         | 2800 Block Nicholson St.                | property line row of Sycamore???  | Mowing, leaf removal  |

|                       |   |  |                                       |
|-----------------------|---|--|---------------------------------------|
| Green Space           | 5600 Block of Jamestown Road                            | green space adjacent to parking lot (fence) behind 7-11  | Mowing                                |
| Green Space           | 5400 Jamestown Road                                     | between Queens Chapel and Hamilton St  | Mowing                                |
| City Sign 3           | 5350 Queens Chapel Rd                                   | Across from Pizza Hut under construction   | bed maintenance                       |
| 3505 Hamilton         | 3505 Hamilton St.                                       | Includes inside gated entrance and parking lot and back gated entrance                             | Mowing, bed maintenance, leaf removal |
| Hyatt Park            | 3500 Hamilton St.                                       |  | Mowing, leaf removal, bed maintenance |
| Magruder Park         | 3911 Hamilton St.                                       | entrance intersection of Hamilton & 40th Place - follow no mow zones - various locations           | Mowing, bed maintenance, leaf removal |
| Magruder Park         | across the street from Park adjacent to the entrance    | maintenance starts at the utility pole just in front of the snow emergency sign                    | Mowing, bed maintenance, leaf removal |
| Hill on 40th Place    | Across from 5010 40th Pl. end of Top of Hill Apartments |  | Mowing, leaf removal                  |
| Melrose Park Trail    | 4710 41st Place   |  | Mowing, leaf removal                  |
| Melrose soccer fields | 4601 41st Street - Behind skate park                    | includes keeping growth back from bleachers  | Mowing, leaf removal                  |
| City Sign 1           | Rhode Island Ave & Charles Armentrout Way               |  | bed maintenance                       |
| Flat Iron Bldg.       | 5100 Baltimore Ave                                      | grass strip from Farragut and Baltimore Ave to Charles Armentrout                                  | Mowing, bed maintenance, leaf removal |
| City Sign 2           | Baltimore Ave. & Tanglewood Dr.                         | mow the strip in front of sign only  | bed maintenance, mowing               |
| 38th Ave Park         | 38th Ave off Hamilton                                   | both sides of Street   | mowing and leaf removal               |
| Green Space           | 40th Pl. and Buchanan St                                | small green space - do not enter   | mowing                                |
| Green Space           | Charles Armentrout / 42nd Place                         | do not mow center bogs   | mowing                                |
| Green Space           | University Hills  | 3 locations: mow strip from Apartment complex to hydrant, next to 3322 Stanford and end of Gumwood | mowing                                |
| Green Space           | Oliver Alley  | off 42nd Ave ROW in front of fence   | mowing, fence maintenance             |
| Green Space           | Oliver Alley at 42nd Place                              | behind Do Not Enter to fence next to school fence  | mowing                                |
| Green Space           | 31st Place at Nicholson                                 |  | mowing                                |

|               |   |   |                         |
|---------------|---|---|-------------------------|
| Green Space   | across from 3501 Oliver Street          | down from McClanahan  | mowing                  |
| Parking Lot 4 | Farragut Street across from Court house | includes two beds on either side of entrance and small space at border of lot | Mowing, bed maintenance |
| Green Space   | DPW                                     |   | mowing                  |
| Green Space   | Outside DPW at spare lot                |   | mowing                  |
| Green Space   | 2 lots at the end of Hamilton St        | vacant lots by Trolley Trail  | mowing                  |

**ADDENDUM NO. 1**  
**TO THE REQUEST FOR PROPOSALS (RFP)**  
**FOR LANDSCAPE MAINTENANCE**  
**FOR THE CITY OF HYATTSVILLE, MARYLAND**  
**RFP #DPW21-002**

Thursday, February 18, 2021

The City of Hyattsville, Maryland, hereafter the "City", is issuing this Addendum #1 on February 18, 2021 to amend and clarify information and specifications included in RFP #DPW21-002, Landscape Maintenance. **Addendum #1 includes the sign in sheets and questions received between the pre-proposal meeting and the issuing of this addendum.** There are no other changes to the RFP. There is no change to the submission date or time. This addendum is incorporated into RFP #DPW21-002 and any associated contract documents as if fully set out in the original RFP. **Proposer must acknowledge the receipt of Addendum #1 by signing this addendum where indicated and including this addendum as part of your proposal package.**

Sign-in sheet

|                    |             |           |                                      |
|--------------------|-------------|-----------|--------------------------------------|
| Dave Busch         | Dave        | Busch     | daveb@chicklandscape.com             |
| kausha             | kausha      |           | kausha.wella@brightview.com          |
| Christopher McRae  | Christopher | McRae     | plmsbilling@gmail.com                |
| Kausha Wells       | Kausha      | Wells     | Kausha.wells@brightview.com          |
| Adam Smith         | Adam        | Smith     | adam.smith@levelgreenlandscaping.com |
| Carolina Hernandez | Carolina    | Hernandez | support@p2cleaning.com               |

Questions and Answers

1. What is the value of the current contract?  
\$53259
2. In the RFP page 6 under Turf Edging it say "all hard edges are to be mechanically edged twice per month during the growing season." On the proposal rate sheet page 13 item 2 it says 26 times. 26 times would be once per mowing service. Can you please clarify how many times hard edges will be mechanically edged.?  
Once per mowing service

END OF ADDENDUM #1

Hal W. Metzler, Jr. EI  
City of Hyattsville, Deputy Director

I acknowledge receipt of addendum #1 for this RFP and have enclosed it as part of the bid package.

Company Professional Lawn Maintenance Services, LLC

Signature  Date 2/22/2021



Exhibit #1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/08/2021

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

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

PRODUCER: First Insurance Group Of Maryland, 601 Post Office Rd Ste 1C, Waldorf MD 20602-1912. CONTACT NAME: Erica Weaver, PHONE (301) 843-9555, FAX (301) 843-3161. INSURER(S) AFFORDING COVERAGE: INSURER A: Atlantic States Insurance Co (22586), INSURER B: The Hartford (21822).

COVERAGES CERTIFICATE NUMBER: 21-22 REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSD WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, Workers Compensation and Employers' Liability, and Rented/Leased Equipment.

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

CERTIFICATE HOLDER: City of Hyattsville, 4310 Gallatin St, Hyattsville MD 20781. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]

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Exhibit #2



**Professional Lawn Maintenance Services, LLC**

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

**Hyattsville Schedule**

If Professional Lawn Maintenance Services is selected as the landscape contractor for the City of Hyattsville our team will make sure we live up to all expectations/standards and provide the city with quality service. We will service the city parks and sites with a crew of 9 landscape technicians and will take 1 day a week to complete the service.

**Our Staff**

Professional Lawn Maintenance is a small landscaping company based in Hyattsville Maryland. The two owners Chris McRae and David Vacante are Hyattsville natives and attended HES, HMS, Northwestern High School and Eleanor Roosevelt High school. PLMS consists of 12 employees 3 full-time, 1 part-time and 8 seasonal employees.

**Current Customers**

Some of Professional Lawn Maintenance current customers

The First United Methodist Church of Hyattsville

The Crescent Cities Center of Rehabilitation

Independence Court of Hyattsville

The City of Mount Rainier

The Town of Edmonston

The Saint John Paul II Shrine

The National Catholic Ukrainian Shrine

Marist College

The Kennedy Institute

Sacred Heart Home

The Archdiocese of Washington

Whitefriars Hall

Catholic Charities



**MARYLAND DEPARTMENT OF AGRICULTURE**  
**PESTICIDE REGULATION SECTION**  
**THE WAYNE A. CAWLEY, JR. BUILDING**  
**50 HARRY S. TRUMAN PARKWAY**  
**ANNAPOLIS, MARYLAND 21401-7080**  
**(410) 841-5710**

9978569

**PESTICIDE BUSINESS LICENSE NO. 31734**

**PROFESSIONAL LAWN MAINTENANCE SERVICES, LLC**  
**14304 CROOM AIRPORT RD**  
**UPPER MARLBORO, MD 20772**

**EXPIRES 06/30/2021**  
**POST IN A CONSPICUOUS PLACE**

APPLICATION CATEGORIES: 3A, 3C, 6

This license is granted to this business for the application of pesticides, in the category(ies) shown above, within the State of Maryland, in accordance with the provisions of the Agricultural Article, Sections 5-201 through 5-211, Annotated Code of Maryland.

A listing of the Pest Control Categories as appears in the Regulations Pertaining To The Pesticide Applicators Law, Code of Maryland Regulations (COMAR) 15.05.01 is provided on the reverse side of this certificate (license or permit).

Handwritten signature of Joseph Bartenfelder in cursive script.

Joseph Bartenfelder  
Secretary of Agriculture

Current PLMS Equipment

| Equip. Type          | Equip #      | Brand         | Model                  | Date       |
|----------------------|--------------|---------------|------------------------|------------|
| <b>Edgers</b>        |              |               |                        |            |
|                      | ED # 1       | Echo          | PE - 266S              | 2017       |
|                      | ED # 2       | Echo          | PE - 225               | 2016       |
|                      | ED # 3       | Echo          | PE - 2620S             | 2018       |
|                      | ED # 4       | Echo          | PE - 2620S             | 2019       |
|                      | ED # 4       | Echo          | PE - 2620S             | 2020       |
| <b>Line trimmers</b> |              |               |                        |            |
|                      | WE # 1       | Echo          | SRM-266T               | 2017       |
|                      | WE # 2       | Echo          | SRM-266T               | 2017       |
|                      | WE # 3       | Echo          | SRM-266T               | 2017       |
|                      | WE # 4       | Echo          | SRM-280T               | 2017       |
|                      | WE # 5       | Echo          | SRM-266T               | 2018       |
|                      | WE # 6       | Echo          | SRM-266T               | 8/15/2018  |
|                      | WE # 7       | Echo          | SRM-2620T              | 5/31/2018  |
|                      | WE # 8       | Echo          | SRM-2620T              | 5/31/2018  |
|                      | WE # 9       | Echo          | SRM-2620T              | 5/31/2018  |
|                      | WE # 10      | Echo          | SRM-2620T              | 5/31/2018  |
|                      | WE # 11      | Echo          | SRM-2620T              | 11/5/2019  |
|                      | WE # 12      | Echo          | SRM-266T               | 8/15/2018  |
|                      | WE # 13      | Echo          | SRM-2620T              | 5/1/2020   |
|                      | WE # 14      | Echo          | SRM-2620T              | 5/1/2020   |
|                      | WE # 15      | Echo          | SRM-2620T              | 5/1/2020   |
|                      | WE # 16      | Echo          | SRM-2620T              | 5/1/2020   |
| <b>Blowers</b>       |              |               |                        |            |
|                      | BLR # 1      | Echo          | PB - 770T              | 2016       |
|                      | BLR # 2      | Echo          | PB - 770T              | 12/5/2017  |
|                      | BLR # 3      | Echo          | PB - 755ST             | 2016       |
|                      | BLR # 4      | Echo          | PB - 770T              | 10/16/2016 |
|                      | BLR # 5      | Echo          | PB - 770T              | 2017       |
|                      | BLR # 6      | Echo          | PB - 770T              | 2016       |
|                      | BLR # 7      | Echo          | PB - 755ST             | 2018       |
|                      | BLR # 8      | Echo          | PB - 255LN             | 2018       |
|                      | BLR # 9      | Echo          | PB - 770T              | 11/5/2019  |
|                      | BLR # 10     | Echo          | PB - 770T              | 11/5/2019  |
|                      | BLR # 11     | Echo          | PB - 770T              | 11/5/2019  |
|                      | BLR # 12     | Echo          | PB - 770T              | 11/5/2019  |
|                      | BLR # 13     | Echo          | PB - 770T              | 11/5/2019  |
|                      | BLR # 14     | Echo          | PB - 770T              | 5/1/2020   |
|                      | BLR # 15     | Echo          | PB - 770T              | 5/1/2020   |
|                      | BLR # 16     | Echo          | PB - 770T              | 5/1/2020   |
|                      | BLR # 17     | Echo          | PB - 770T              | 5/1/2020   |
|                      | Large BLR #1 | Little Wonder | self propelled LB39HSP | 8/1/2016   |
|                      | Large BLR #2 | Hurricane     | Z-3 (stand on blower)  | 10/1/2018  |

|                             |                 |                |                                 |           |
|-----------------------------|-----------------|----------------|---------------------------------|-----------|
| <b>Hedger units</b>         |                 |                |                                 |           |
|                             | HG # 1          | Stihl pole     | FS 90R                          | 2017      |
|                             | HG # 2          | Echo           | HC - 185                        | 2017      |
|                             | HG # 3          | Echo           | HC - 3020                       | 6/1/2017  |
|                             | HG # 4          | Stihl pole     | FS 90R                          | 2017      |
|                             | HG # 5          | Stihl pole     | HL 94 K                         | 6/22/2017 |
|                             | HG # 6          | Stihl pole     | HL 94 K                         | 5/30/2018 |
|                             | HG # 7          | Stihl pole     | HL 94 K                         | 6/1/2019  |
| <b>Bed Edger</b>            |                 |                |                                 |           |
|                             | BE # 1          | Stihl          | HL 100                          | 2018      |
| <b>Chain Saws/ cut off</b>  |                 |                |                                 |           |
|                             | SW # 1          | Stihl Pole saw | HT 75                           | 2010      |
|                             | SW # 2          | Stihl Pole saw | HT 101                          | 2018      |
|                             | SW # 3          | Stihl          | MS 250                          | 2016      |
|                             | SW # 4          | Stihl          | MS 271                          | 2017      |
|                             | SW # 5          | Stihl          | MS 250                          | 2017      |
|                             | SW # 6          | Stihl          | GS461                           | 2018      |
|                             | CO# 1           | Stihl          | T420                            | 2019      |
| <b>Mowers</b>               |                 |                |                                 |           |
|                             | RM#1            | Kubota         | 60" ZD326                       | 2013      |
|                             | RM#2            | Kubota         | 60" ZD326                       | 2010      |
|                             | RM#3            | Kubota         | 72" ZD331                       | 2012      |
|                             | RM#4            | Kubota         | 60" F2880 Multi-use             | 2010      |
|                             | RM#5            | Lesco          | 36" Walk behind                 | 2010      |
|                             | RM#6            | Bobcat         | 36" Walk behind                 | 2007      |
|                             | RM#7            | Exmark         | 60" turf tracer                 | 2015      |
|                             | RM#8            | Exmark         | 60" turf tracer                 | 2016      |
|                             | RM#9            | Exmark         | 60" turf tracer                 | 2017      |
|                             | RM#10           | Ferris         | 60" z3x stand                   | 2020      |
|                             | RM#11           | Exmark         | 60" Lazer Z X-Series            | 2021      |
| <b>Aerators</b>             |                 |                |                                 |           |
|                             | Air#1           | Ryan           | Drum style 5                    | 2019      |
|                             | Air#2           | Ryan           | Reciprocating self-propelled 28 | 2009      |
|                             | Air#3           | ryan           | tow behind 60"                  | 2003      |
| <b>Heavy Equip/ Utility</b> |                 |                |                                 |           |
|                             | Loader          | New Holland    | LX885 - Skid steer              | 2005      |
|                             | Loader          | Bobcat         | T450 - Track loader             | 2019      |
|                             | Utility vehicle | Kubota         | RTV1100C                        | 2018      |
|                             | Utility vehicle | EZ-go          | Workhorse350                    | 2005      |
|                             | Utility vehicle | EZ-go          | Workhorse350                    | 2006      |
| <b>Special Equip</b>        |                 |                |                                 |           |
|                             | Chipper         | Eegar Beaver   | 16" chipper                     | 2006      |

|                           |                     |                 |                           |      |
|---------------------------|---------------------|-----------------|---------------------------|------|
|                           | Bark Blower         | FINN            | BB302 - Mulching blower   | 2003 |
|                           | Leaf vac            | Giantvac        | 3001series (trailer)      | 2000 |
|                           | 300gal sprayer      | Northstar       | in bed truck sprayer      | 2016 |
|                           | Leaf vac            | Kubota ZD       | turbine bagger            | 2014 |
|                           | Leaf vac            | Kubota ZD       | turbine bagger            | 2013 |
|                           | Leaf vac            | Kubota F-series | Hydrualic bagger          | 2010 |
|                           | Tiller              | Honda           | FC600                     | 2019 |
|                           | Backpack sprayer    | Chaplin         | (1x) pump style           | 2016 |
|                           | Backpack sprayer    | Chaplin         | (3x) pump style           | 2018 |
|                           | Backpack sprayer    | Chaplin         | (2x) pump style           | 2020 |
|                           | Backpack sprayer    | Chaplin         | (2X) Electric style       | 2017 |
|                           | Backpack sprayer    | Chaplin         | (2X) electric style       | 2019 |
|                           | Mist blower Sprayer | Stihl           | SR450                     | 2018 |
|                           |                     |                 |                           |      |
| <b>Snow Removal Equip</b> |                     |                 |                           |      |
|                           | V-plow              | BOSS            | 6'6" V-plow (RTV)         | 2018 |
|                           | Plow                | Kubota          | 6' (F-series)             | 2010 |
|                           | Plow T-5            | Western         | 8' (F250)                 | 2005 |
|                           | Plow T-1            | Western         | 8' (F250)                 | 2015 |
|                           | Plow T-8            | Western         | 8' (F250)                 | 2018 |
|                           | Plow T-6            | Western         | 8' (F250)                 | 2019 |
|                           | Plow T-4            | Western         | 8' (F250)                 | 2019 |
|                           | Plow T-9            | Meyers          | 8' (f350)                 | 2012 |
|                           | Plow T-3            | Fisher          | 6'6" (colorado)           | 2014 |
|                           | spreader            | fisher          | proflow2                  | 2011 |
|                           | spreader            | Western         | proflow2                  | 2010 |
|                           | spreader            | saltlogg        | 8' inbed                  | 2016 |
|                           | spreader            | fisher          | tailgate drop             | 2015 |
|                           | Snowblower          | Kubota          | 2stage (enclosed tractor) | 2010 |
|                           | Snowblower          | Ariens          | 2 stage                   | 2012 |
|                           | Snowblower          | Ariens          | 2 stage                   | 2007 |
|                           | Snowblower          | Ariens          | single stage              | 2017 |
|                           | Snowblower          | Ariens          | single stage              | 2017 |
|                           | Snowblower          | Ariens          | single stage              | 2019 |
|                           | Snowblower          | Ariens          | single stage              | 2019 |



# 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-254-FY21

3/15/2021

8.e)

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

**Item Title:**  
**Award of Alley Maintenance Contract**

**Suggested Action:**

I move that the Mayor and Council authorize the City Administrator to enter into an agreement with Professional Lawn Maintenance Service (PLMS) for alley maintenance in response to Request for Proposal (RFP) DPW 20-003, for an expenditure not to exceed \$30,000.00 pending review of the City Attorney.

**Summary Background:**

In February 2021 City staff solicited an RFP for alley maintenance. The City received one (1) proposal in response, and it was found to be both responsive and responsible. City staff proposes to award the contract to PMLS for a term of one (1) year with three (3) one (1) year options.

**Next Steps:**

Complete the contract with the City Attorney and issue purchase order.

**Fiscal Impact:**

NTE \$30,000

**City Administrator Comments:**

Recommend Approval

**Community Engagement:**

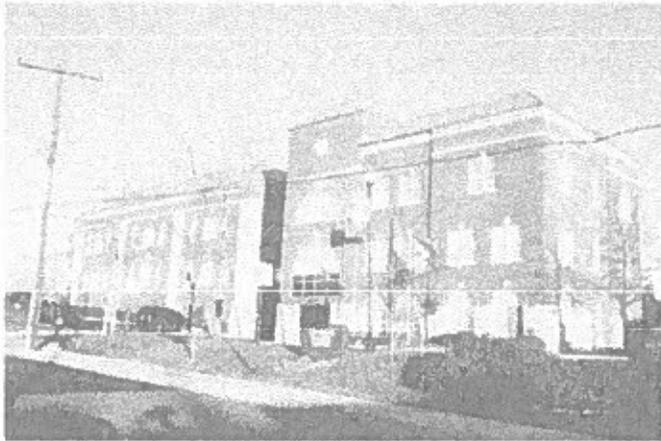
N/A

**Strategic Goals:**

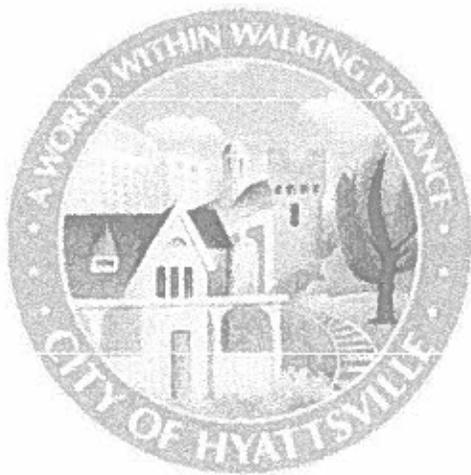
Goal 1 - Ensure Transparent and Accessible Governance

**Legal Review Required?**

Pending



# City of Hyattsville – RFP



Request for Proposal

Alley Maintenance

**City of Hyattsville**

4310 Gallatin Street  
Hyattsville, MD 20781

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SCOPE OF WORK

The City of Hyattsville, Maryland invites sealed responses to this Request for Proposal (RFP #DPW21-003) Alley Maintenance.

SCOPE OF WORK - MAINTENANCE

The City of Hyattsville's Department of Public Works maintains parks, public right of ways, and other green spaces throughout the City.

The purpose of this solicitation is for the City of Hyattsville to select no more than one (1) RFP Respondent (hereafter Contractor) that provides the best price and responsiveness as selected by City Staff. The Contractor selected will work according to all Federal, State, and local requirements and using industry accepted best practices to perform landscape maintenance as per the scope that follows.

The City will select no more than one (1) Contractor for this RFP according to the following proposed schedule.

**RFP Solicitation Schedule:**

- February 3, 2021: Solicitation
- February 10, 2021: Pre-proposal meeting at 2:00PM
- February 16, 2021: Questions Due by 5:00PM
- February 23, 2021: Proposals Due at 2:30PM
- February 23, 2021: Proposals Opened at 2:40PM
- February 26, 2021: Notification of Intent to Award
- March 15, 2021: Council Review and Approval

These durations and dates are for information purposes only and the owner reserves the right to revise any of the durations and to terminate and/or to not initiate any and/or all the solicitation steps.

OTHER REQUIREMENTS

The City will require the Contractor to maintain an original set of records on work performed including daily reports, delivery tickets, testing reports, certifications, and any other documents as may be required in performance of this work. The City will be provided a duplicate set of records, but upon request may require the Contractor to provide specific records for confirming City records or use in litigation.

ADDITIONAL INFO

There will be a virtual pre-proposal meeting on February 10, 2021 at 2:00PM. The link will be posted on the City's website. An optional tour of the locations by appointment only on a first come, first served basis. To setup a tour between February 10<sup>th</sup> and 16<sup>th</sup> please contact Joe Buckholtz at [jbuckholtz@hyattsville.org](mailto:jbuckholtz@hyattsville.org) or call 240-832-1700.

STATE OF PURPOSE

The objective of this solicitation process is for the City of Hyattsville to identify and select one (1) Contractor to perform alley maintenance in accordance with all stated intents, specifications, and stipulations contained or referenced herein.

Each Contractor shall be responsible for researching the existing conditions and matters that affect the cost or performance of the services.

The selected Contractor shall furnish all personnel, with the correct qualifications, licenses, certifications, etc., as required, to complete the assigned task.

The selected Contractor shall furnish all labor, equipment, tools, services, skills, etc., required to maintain the landscape in an attractive condition throughout the contract period. Maintenance of plant materials shall include, but not be limited to, mowing, edging, pruning, fertilizing, watering, and cleanup.

The intent is to maintain a superior appearance of the properties as determined by the City. The Contractor shall maintain such appearance. Any discrepancies in the understanding of this clause shall be resolved in a manner as determined by the City.

The Contractor shall adhere to the City of Hyattsville Pesticide Regulations as well as the Hyattsville Sustainable Land and Building Management Practices.

SPECIFICATIONS

Alley Maintenance shall consist of a complete, regularly scheduled program for maintaining the health, appearance, and usability of the City alleys. These services shall be carried out by trained service technician(s) at all times. The Contractor is responsible for all aspects of alley maintenance during the term of the agreement. The list of locations covered by this RFP is listed in Appendix C. Each alley may need one or more of the following maintenance services.

TURF MAINTENANCE

First Mowing

Lawns shall be mowed at the appropriate height to keep a neat appearance. Considering the topography, the Contractor is required to use the proper mowing equipment to provide a high-quality cut and minimize the occurrence of unnecessary scalping due to uneven terrain.

Football field and soccer fields shall be mowed at a height of 2-3 inches depending on the season, as directed by City Staff.

Excessive clippings are to be collected and removed from the job site at the end of each visit. Clippings are not to be left overnight for removal the following day. The use of bagging attachments is recommended but not required.

Permanent fixtures in the turf areas are to be trimmed with weed-eaters to avoid unsightly growth at the base. Care is to be taken at all times when operating around trees, plants, and all other fixtures to prevent damage to them.

## Edge Edging

Edging and trimming along curbs, walks, bed edges and tree wells shall be done to keep a neat appearance. All hard edges shall be mechanically edged twice per month during the growing season. Turf along curbs and sidewalks that cannot be addressed with routine edging operations due to broken curbs or uneven borders are to be treated chemically, following Hyattsville's "Sustainable Land and Building Management Practices" included as Attachment B, and/or physically removed with a spade. Edging that cannot be addressed during regular visits, due to vehicle obstructions, is to be discussed with the City to achieve a solution.

## Trash and Debris Removal

During routine maintenance visits the Contractor is responsible for removing trash and debris from the property.

Curbs, sidewalks, etc., are to be cleaned with mechanical blowers and/or brooms to maintain a neat appearance.

Heavy accumulations of sand, gravel, leaves, etc., are to be removed with a shovel and brooms if blowers provide unsatisfactory results.

## TREE AND SHRUB MAINTENANCE

All plant and tree material are to be pruned in a manner to provide a neat natural appearance. Limbs that obstruct buildings, walkways or vehicular traffic shall be removed. Shearing and selective pruning techniques are left to the discretion of the City. The Contractor shall comply with ANZI A300 Standards for all pruning.

Shrubs shall be pruned to retain their natural shape, to promote bloom, and to meet accepted horticultural practices. Growth shall be kept from encroaching on signs, walkways, driveways, and ventilation units.

Ornamental flowering trees are to be pruned at the proper time of year to encourage maximum flower production.

Dead or damaged portions of plants shall be removed whenever possible.

Contractor shall monitor trees and shrubs for signs of disease and insect infestations. If plants are affected appropriate recommendations for treatment shall be submitted to the City.

Weeds more than 2" tall are to be removed by hand and disposed of. Weeds less than 2" tall are to be treated with legally approved ORGANIC post-emergence herbicides following city submission of SDS and city approval.

All pruning debris is the responsibility of the Contractor. No debris may be disposed of on-site without the expressed permission of the City.

### GROUND COVER & BEDS

All beds shall be maintained with a 3" dressing of shredded hardwood.

Open ground between plants shall be kept weed-free using mechanical or chemical methods as approved by the City. Refer to appendix B.

Litter and debris shall be removed during maintenance visits in order to ensure a neat appearance.

Soil surfaces shall be raked smooth and cultivated regularly.

Vines shall be trimmed neatly against supporting structures and kept within bounds.

Groundcovers shall be kept trimmed within curbs and along walkways. They shall not be allowed to grow into or through shrubs or other plantings.

Sign faces and windows shall be kept clear of encroaching growth.

### ANNUAL COLOR MAINTENANCE

Spent or dead blooms, including stems, declining foliage and plant debris shall be removed to encourage continued blooming and maintain a neat appearance.

Plants shall be monitored for the presence of insects or diseases and shall be reported to the City when found.

Plants shall be watered as required to promote optimum growth. Contractor shall make provisions to provide watering services up to two times per week for non-irrigated areas. If further watering is necessary, Contractor shall notify City.

Litter shall be removed as color is generally in a focal area. Should any plant material need to be replaced due to any type of damage, a proposal for replacement shall be submitted and approved by the City prior to replacement and installation. The City agrees to be financially responsible to replace plant materials on a timely basis.

### OTHER SERVICES

Fall Clean-Up shall be performed as follows and should be included in the pricing. Fall clean up shall be in late fall after all leaves have fallen from the trees in the area. Work shall include, but not be limited to, leaf removal from all areas of the property, removal of all dead annuals, cut back perennial plantings appropriately, covering of beds necessary to protect plants, etc.).

The Contractor shall establish and maintain an effective communication system with the City.

### CONTRACTOR'S OBLIGATION TO COMPLY WITH THE AMERICANS WITH DISABILITIES ACT

The Contractor, in performance of this public works construction project, or where there is an ADA component involved, acknowledges that it is acting on behalf of the City and warrants to the best of its professional information, knowledge, and belief that its design, product, and/or completed infrastructure, will conform to, and comply with, the applicable provisions of the Americans with Disabilities Act.

1. THE CITY OF HYATTSVILLE'S POLICY

The City intends to enter into a service contract for the proposed project term. Compensation for the services rendered will be based upon a not to exceed contract, the value of which will be determined by the Department of Public Works and the selected Contractor.

2. EVALUATION CRITERIA AND SELECTION PROCEDURE

**Evaluation Criteria:**

Evaluation of Contractor will be based upon the complete submission of the required Proposal package. Incomplete packages may be eliminated from further consideration.

**Selection Procedures:**

Selection of successful Contractor will be based upon the following:

- Proposal Price
- History of working with the City of Hyattsville
- History of project of similar scope
- Availability of equipment and personnel to complete the project within the allotted time.

3. FAILURE TO READ THE RFP AND COMPLY WITH ITS INSTRUCTIONS

Failure to read the RFP and comply with its instructions will be at the Contractor's own risk. Corrections and/or modifications received after the closing time specified in this RFP will not be accepted. The proposal must be signed by a designated representative or officer authorized to bind the Contractor contractually. Submission of a signed proposal to the City will be interpreted to indicate the Contractor's willingness to comply with all terms and conditions set forth the herein.

4. PROPOSAL SUBMISSION PROCEDURE

The Proposals will be received by the City Clerk, no later than **2:30 pm**, Tuesday, February 23, 2021 and shall be mailed or hand delivered to:

**The City of Hyattsville  
4310 Gallatin Street  
Hyattsville, Maryland 20781  
Attn: Laura Reams, City Clerk**

For additional information regarding the services specified in this request for qualifications, contact Hal Metzler, City Project Manager in writing by email at [hmetzler@hyattsville.org](mailto:hmetzler@hyattsville.org). Questions specific to this solicitation will be accepted until 5:00 PM on Tuesday, February 16, 2021.

5. CONTRACT SELECTION

A Contractor responding to this RFP must submit the Proposal Documents included at the end of this document. Failure to comply with these requirements may result in a disqualification of the Contractor. The City will base the selection of a Contractor on documentation submitted in the Proposal Documents.

Applicants must submit **6 total copies of their Proposal. These copies must adhere to the following format: one (1) bound, four (4) unbound and one (1) digital pdf copy of the proposal on a USB drive.** Each Contractor will be evaluated, rated and/or ranked, based on information provided in their Proposal.

EXAMINATION OF PROPOSALS AND AWARD OF THE RFP

The Proposals will be publicly opened and read on Tuesday, February 23, 2021 at 2:40pm via a virtual meeting. The link to the meeting will be available via the City website.

Proposals from all Contractors meeting the minimum qualifications detailed in this solicitation will be reviewed and evaluated.

The City reserves the right to reject all RFP submissions and further reserves the right to re-issue the RFP.

PROPOSAL VALIDITY PERIOD

All Proposals must be valid for a period of **120 days** from the due date of the RFP.

RIGHT OF CANCELLATION OF THE RFP

The City of Hyattsville reserves the right to cancel, amend, modify, or otherwise change this application process at any time if it deems to be in the best interest of the City of Hyattsville to do so.

PROPOSAL MODIFICATIONS

No additions or changes to any Proposals will be allowed after the application due date, unless such modification is specifically requested by the City of Hyattsville. The City, at its option, may seek retraction and/or clarification by an applicant regarding any discrepancy or contradiction found during its review of applications.

DISQUALIFICATION OF CONTRACTORS

Developers, Contractors, Companies or Sub-Contractors which are either suspended or debarred from performing work by the State of Maryland or within Prince George's County, Maryland are prohibited from applying under this Program. A Contractor that submits a proposal that is found to have been suspended and/or debarred from conducting business within Prince George's County, Maryland, such developer will be reported to the State's Attorney General and Comptroller's Office.

PROBATIONARY PERIOD OF SUPPORTING EVIDENCE

Contractors responding to this solicitation must be prepared to provide substantiation of any experience, performance, ability and/or financial sureties claimed in their Proposal that the City of Hyattsville deems to be necessary or appropriate.

ARTICLE 10. CONTRACTS AND AWARDS

The City of Hyattsville reserves the right to correct any inaccurate awards of monies under this Program made to an applicant. This may include, in extreme circumstances, revoking an award of funds made under this program to an applicant subsequently awarding those funds to another applicant.

ARTICLE 11. COSTS AND EXPENSES

Contractors are responsible for all costs and expenses incurred in the preparation of a Proposal to respond to this solicitation.

ARTICLE 12. CONTRACTS

This solicitation is not a contract and will not be interpreted as such.

ARTICLE 13. FEES

The Contractor submitting a proposal certifies and warrants that all payments of fees charged by any sub-Contractors pursuant to that contract are the sole responsibility of the Contractor.

ARTICLE 14. REGULATIONS

Comply with all Federal, Maryland, and Hyattsville regulations, codes, and standards for construction.

No work is to occur between the hours 7:00 P.M. and 8:00 A.M Monday through Friday or anytime on Saturday and Sunday. All work, including emergencies, during these hours require written permission from Department of Public Works (DPW) staff.

In performance of this project, or where there is an ADA component involved, the Contractor acknowledges that it is acting on behalf of the City and warrants to the best of its professional information, knowledge, and belief that its design, product, or completed infrastructure, will conform to, and comply with, the applicable provisions of the Americans with Disabilities Act.

ARTICLE 15. SCHEDULE

Upon acceptance of the Proposal and execution of a contract, the Contractor shall begin work within 10 calendar days of the date of a notice to proceed. The deadline shall be spelled out in the notice to proceed.

The City shall facilitate the Contractor's work by providing reasonable access to all work areas. The City shall facilitate the Contractor's services program by providing access to the project premises during both regular business hours and, as is necessary, at other times so that the Contractor can conduct both regular, scheduled maintenance and any special service(s).

ARTICLE 16. LIQUIDATED DAMAGES

There will be no liquidated damages for this RFP.

LEGAL TERMS

It is the policy of the City of Hyattsville that all legal disputes are heard in a court of law in Prince George's County, Maryland, and that each party is responsible to pay for the cost of their own legal fees.

The City of Hyattsville will not agree to terms that are not consistent with this policy.

**END OF RFP**

In order to qualify for this Project, Contractors must submit all information requested in the following pages.

### CONTRACTOR INFORMATION

Proposals must adhere to the format of these Proposal forms and content of this RFP. Proposals will not be evaluated unless all parts of the Proposal form are submitted in a complete package. The information set forth is the minimum required in order to qualify for consideration.

Firm Name Professional Lawn Maintenance Services, LLC

Address 4218 Nicholson St.

City, State, Zip Hyattsville, MD 20781

Contact Person Chris McRae

Phone Number (240) 687-8893

Email Address plmslandscape@gmail.com

### PROPOSAL RATE SHEET

In compliance with your Invitation to Proposal, we propose to furnish all materials, labor, equipment, and services, necessary to complete the work as outlined in the Scope, per the pricing stated below:

| Item | Approx. Quantity | Unit | Position         | Unit Rate | Proposal Amount |
|------|------------------|------|------------------|-----------|-----------------|
| 1    | 24               | EA   | Alley 1          | \$ 10     | \$ 240          |
| 2    | 24               | EA   | Alley 2          | \$ 35     | \$ 840          |
| 3    | 24               | EA   | Alley 3A, 3B, 3C | \$ 20     | \$ 480          |
| 4    | 24               | EA   | Alley 4          | \$ 10     | \$ 240          |
| 5    | 24               | EA   | Alley 5          | \$ 55     | \$ 1320         |
| 6    | 24               | EA   | Alley 6          | \$ 40     | \$ 960          |
| 7    | 24               | EA   | Alley 7          | \$ 90     | \$ 2160         |
| 8    | 24               | EA   | Alley 8A, 8B     | \$ 75     | \$ 1800         |
| 9    | 24               | EA   | Alley 9          | \$ 45     | \$ 1080         |
| 10   | 24               | EA   | Alley 10         | \$ 30     | \$ 720          |
| 11   | 24               | EA   | Alley 11         | \$ 45     | \$ 1080         |
| 12   | 24               | EA   | Alley 12         | \$ 55     | \$ 1320         |

|    |    |    |                |       |         |
|----|----|----|----------------|-------|---------|
| 13 | 24 | EA | Alley 13A      | \$ 30 | \$ 720  |
| 14 | 24 | EA | Alley 13B      | \$ 15 | \$ 360  |
| 15 | 24 | EA | Alley 13C      | \$ 35 | \$ 840  |
| 16 | 24 | EA | Alley 13D      | \$ 30 | \$ 720  |
| 17 | 24 | EA | Alley 14A      | \$ 40 | \$ 960  |
| 18 | 24 | EA | Alley 14B      | \$ 45 | \$ 1080 |
| 19 | 24 | EA | Alley 15       | \$ 25 | \$ 600  |
| 20 | 24 | EA | Alley 16       | \$ 30 | \$ 720  |
| 21 | 24 | EA | Alley 17       | \$ 55 | \$ 1320 |
| 22 | 24 | EA | Alley 18       | \$ 40 | \$ 960  |
| 23 | 24 | EA | Alley 19       | \$ 45 | \$ 1080 |
| 24 | 24 | EA | Alley 20       | \$ 20 | \$ 480  |
| 25 | 24 | EA | Alley 21A, 21B | \$ 90 | \$ 2160 |
| 26 | 24 | EA | Alley 22       | \$ 35 | \$ 840  |

|    |    |    |                |                |  |
|----|----|----|----------------|----------------|--|
| 27 | 24 | EA | Alley 23       | \$ 35          | \$ 840   |
| 28 | 24 | EA | Alley 24       | \$ 15          | \$ 360   |
| 29 | 24 | EA | Alley 25       | \$ 45          | \$ 1080  |
| 30 | 24 | EA | Alley 26A, 26B | \$ 55          | \$ 1320  |
| 31 | 24 | EA | Alley 27       | \$ 50          | \$ 1200  |
|    |    |    |                | Total Proposal | Approx. Quantity <sup>(24)</sup><br>\$ 29,880.00 |

The quantities on this Proposal form are an estimate. Proposals will be for lump sum rate per occurrence; Contractor will be only paid for work that is inspected and accepted by the City.

PROPOSAL FORM PRICE AUTHORIZATION

By signing this Proposal form, such action certifies that the Contractor has personal knowledge of the following:

That said Contractor has examined the RFP and specifications, carefully prepared the Proposal form, and has checked the same in detail before submitting said Proposal; and that said Contractor, or the agents, officers, or employees thereof, have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive Proposing in connection with this Proposal.

That all said work will be performed at the Contractor's own proper cost and expense. The Contractor will furnish all necessary materials, labor, tools, machinery, apparatus, and other means of construction in the manner provided in the applicable specifications, and at the time stated in the contract.

The undersigned, being a reputable Contractor and having submitted the necessary pre-qualification forms, hereby submits in good faith and in full accordance with all specifications, attached or integral, his/her Proposal:

Name of Contractor Professional Lawn Maintenance Services, LLC

Authorized Signature 

Name and Title of Signatory Christopher W. McRae Managing Member

Date 2/22/2021

Type of Organization (circle One):  Corporation  Partnership  Proprietorship

SEAL:  
(If corporation)

## INSURANCE REQUIREMENT

Submit a certificate of Insurance from your insurance agent or insurance company that evidences your company's ability to obtain the following minimum insurance requirements. Attach and label as Exhibit I.

### I. Workers Compensation

Coverage Statutory

A:

Coverage \$500,000 Bodily Injury by Accident for Each Accident

B:

\$500,000 Bodily Injury by Disease for Policy Limit

\$500,000 Bodily Injury by Disease for Each Employee

### 2. Commercial Auto Liability Insurance for All Owners, Non-Owned and Hired Autos.

\$1,000,000 Combined Single Limit for Bodily Injury and Property Damage Liability

### 3. Commercial General Liability Insurance

\$2,000,000 General Aggregate

\$1,000,000 Products/Completed Operations Aggregate

\$1,000,000 Personal and Advertising Injury Limit

\$1,000,000 Combined Single Limit Bodily Injury & Property Damage - Each Occurrence

\$50,000 Fire Legal Limit

\$5,000 Medical Payment

### 4. Umbrella/Access Liability Insurance

\$2,000,000 Each Occurrence

## COMPANY BACKGROUND

Company Name Professional Lawn Maintenance Services, LLC  
Main Office Location 3421 Marlinton street  
Hyattsville, MD 20781  
Year Founded 2010  
Project Manager Name Chris McRae  
Project Manager Phone (240) 687-8893  
Project Manager Email pimslandscape@gmail.com  
Years of Experience 15

Has the company ever operated under another name? If yes, what name?

No

Do you have the equipment and staff available to start within 10 days of notice to proceed?

Yes

If no to the previous question, how long would it take to have the equipment and staff available?

N/A

Has the company ever done work with the City of Hyattsville? If yes, when and what type of work.

Yes, we have worked with the City of Hyattsville starting in March of 2020. We have done landscape maintenance including mowing, edging, blowing, weeding, chemical weeding, mulching, and vegetation removal. We have also done fence repair and curb painting prep. Most recently, we were able to work directly with DPW to assist with the city's leaf removal program.

## REFERENCES

Complete and submit the following for three (3) projects of similar nature as the project specified. Make copies and/or attach additional pages as needed.

|                     |   |
|---------------------|---|
| Name of Project     | Catholic Charities DC   |
| Owner of Project    | John Tucker   |
| Address of Project  | 924 G. st. NW Washington DC 20001   |
| Contact Person      | John Tucker   |
| Phone Number        | (202) 439-3200  |
| Email address       | John.Tucker@CC-DC.org   |
| Description of work | Full service landscaping at multiple Catholic Charity properties (17) including the Kennedy Institute and Gift of Peace. We also provide snow removal for all of these sites. |
| Comments            | We have been servicing Catholic Charities since 2010.<br>The Kennedy Institute is approximately 5 acres and Gift of Peace is approximately 20 acres.                          |

**REFERENCES**

Complete and submit the following for three (3) projects of similar nature as the project specified. Make copies and/or attach additional pages as needed.

Name of Project Town of Edmonston

Owner of Project Rodney Barnes

Address of Project 5005 52nd Ave Edmonston, MD 20781

Contact Person Rodney Barnes

Phone Number (301) 699-8806

Email address Rbarnes@Edmonstonmd.gov

Description of work Maintain Municipality landscaping including parks, right of ways and rain gardens.

Comments We have been servicing the Town of Edmonston since 2012.

## REFERENCES

Complete and submit the following for three (3) projects of similar nature as the project specified. Make copies and/or attach additional pages as needed.

Name of Project Archdiocese of Washington

Owner of Project Phillip Duct

Address of Project 5001 Eastern Ave NE Chillum, MD 20752

Contact Person Phillip Duct

Phone Number (301) 853-4500

Email address Ductp@adw.org

Description of work  
 Maintain the Archdiocese of Washington headquarters Cardinals office.  
 Full service landscaping and we provide snow removal at multiple sites

Comments  
 The area of the property that we maintain is about 4 acres

**CITY OF HYATTSVILLE AGREEMENT**

--- Contract Name ---

Contractor:

RFP No.:

Contract No.:

**THIS AGREEMENT** is made this \_\_\_\_ day of March 2021, by and between **THE CITY OF HYATTSVILLE**, a municipal corporation of the State of Maryland, hereinafter referred to as the "City," and **XXXXXXXX**, hereinafter referred to as "Contractor "

**RECITALS**

**WHEREAS**, the Hyattsville City Council authorized the City Administrator to enter into a contract regarding an **XXXXXX**;

**WHEREAS**, the Contractor submitted a response to the City's Request for Proposal No. **XXXXXX** dated **XXXXXX**; and

**WHEREAS**, the Contractor and the City pursuant to that authorization are entering into this Agreement for the above Project pursuant to a response to the City's Request for Proposal (hereinafter, the "RFP") and all of Contractor's bid responses.

**TERMS**

**NOW, THEREFORE**, in consideration of the mutual covenants and obligations contained herein and other good and valuable consideration, the sufficiency of which is hereby mutually acknowledged, the City and Contractor agree as follows:

**ARTICLE I. SCOPE OF SERVICES**

The Project shall include all work outlined in the recitals above, the RFP, the proposal dated **XXXXXX**, and all other work as reasonably required by the City, including those set forth

elsewhere herein. In shorth, the contractor shall be responsible to provide for the design, installation, and maintenance of XXXXXX for various projects around the City.

#### ARTICLE II. PERIOD OF PERFORMANCE

Contractor agrees to commence work immediately upon execution of the Contract and shall perform all other services required by this Agreement or by the City as expeditiously as is consistent with good professional skill and best industry practice. The study shall be completed within ninety (90) days of the notice to proceed. Time is critical factor in the successful execution of the terms of this Agreement.

#### ARTICLE III. FEE FOR SERVICES

In exchange for these good and valuable services the Contractor will be paid on a per unit basis as set forth in the Contractor's XXXXXX proposal, but in no event shall the total amount paid to the Contractor exceed \$XXXXXX.00 over the life of the contract, including any and all options that may be exercised by the City.

#### ARTICLE IV. THE CONTRACT DOCUMENTS

This Agreement and the following enumerated documents form the entire Contract between the parties. Where there is a conflict between any of the contract documents and this Agreement, the language of this Agreement shall govern. The documents identified below are as fully a part of the Contract as if hereto attached. They constitute the entire understanding of the parties and supersede any prior proposals or agreements:

- A. City of Hyattsville Bidding Specifications and Standards for Public Works Construction, Goods or Services,
- B. RFPXXXXXX, and
- C. Contractor Proposal dated XXXXXX.

## ARTICLE V. CONTRACTOR SERVICES

As directed by the City, Contractor shall:

A. Be responsible for the preparation, technical completeness and sufficiency of all submitted proposals.

B. Comply with the Prince George's County Code, the City of Hyattsville Code and Charter, The City of Hyattsville Specifications and Standards for Public Works Construction, when applicable, Maryland Department of Agricultural Pesticide Laws and Regulations and all pertinent Federal, State and County laws and regulations.

C. Attend hearing/conferences with City or persons designated by City as necessary for the successful completion of this Agreement.

D. Be responsible directly to the City Administrator or his/her designee, who is the City's agent and duly authorized representative to whom Contractor shall ordinarily direct communication and submit documents for approval and from whom Contractor shall receive directions concerning the subject of this Agreement and approval of any documents in writing. Any revisions requiring additional compensation to Contractor shall not be commenced without the City's written authorization approved by the City Administrator.

E. Prior to final payment to a contractor or a subcontractor, arrange for a final inspection by the City and review all outstanding claims which have not been settled during the phase of the Project contemplated by this Agreement and prepare a written report outlining the background and status of such claims and making recommendations as to the ultimate disposition of such outstanding claims.

## ARTICLE VI. CITY'S RESPONSIBILITY

The City shall provide information regarding its requirements, including related budgetary information. However, the Contractor shall notify the City in writing of any information or

requirements provided by the City, which the Contractor believes to be inappropriate.

#### ARTICLE VII. COOPERATION

The Contractor agrees to perform its services under this Contract in such manner and at such times so that City and/or any contractor who has work to perform, or contracts to execute, can do so without unreasonable delay. Contractor further agrees to coordinate its work under this Agreement with any and all other contractors deemed necessary by the City.

#### ARTICLE VIII. OWNERSHIP OF DOCUMENTS

City shall have unlimited rights in the ownership of all drawings, designs, specifications, notes and other work developed in the performance of the Agreement, including the right to use same on any other City Project without additional cost to City, and with respect thereto Contractor agrees to and does hereby grant to City an exclusive royalty-free license to all data which he or she may cover by copyright and to all designs as to which he or she may assert any rights or establish any claim under the patent or copyright laws. The City's rights in ownership of documents under this Article shall include any and all electronic files generated by Contractor in the performance of its duties pursuant to this Agreement.

A. In the case of future reuse of the documents, City reserves the right to negotiate with Contractor for the acceptance of any professional liability.

#### ARTICLE IX. SPECIAL PROVISIONS

A. Contractor may not assign or transfer any interest in this Agreement except with City's written approval.

B. City may waive specific minor provisions of the Agreement on Contractor's request in the interest of expediting the contract. Waiver shall not constitute a waiver of any liability ensuing there from.

C. Except as otherwise provided in the contract documents, the City Administrator, shall decide all disputes after consultation with Contractor, and any other appropriate parties. The City Administrator's decision shall be reduced to writing and delivered to Contractor and such dispute resolution shall not be considered a Change pursuant to this contract unless the dispute resolution modifies either the services rendered or the total fee for services as provided herein.

D. The City Administrator's decision shall be final and conclusive.

E. Until a dispute is finally resolved, Contractor shall proceed to meet the terms of this Agreement and comply with City Administrator's orders.

F. Contractor shall not hire or pay any employee of the City or any department, commission agency or branch thereof.

#### ARTICLE X. TERMINATION

A. This Agreement may be terminated by the City at the City's convenience upon not less than thirty (30) days written notice to the Contractor.

B. In the event of termination, which is not the fault of Contractor, the City shall pay to Contractor the compensation properly due for services properly performed or goods properly delivered prior to the effective date of the termination and for reasonable reimbursable expenses properly incurred prior to the termination. The City shall not be liable for any damages, costs or expenses for lost profit, overhead or discontinuation of contract or equitable adjustment in the event of termination by the City.

C. In the event the Contractor, through any cause fails to perform any of the terms, covenants or provisions of this Agreement on his part to be performed, or if Contractor for any cause, fails to make progress in work hereunder in a reasonable manner, or if the conduct of Contractor impairs or prejudices the interest of the City, or if Contractor violates any of the terms,

covenants, or provisions of this Agreement, the City shall have the right to terminate this Agreement for cause by giving notice in writing of the termination and date of such termination to Contractor. The City shall have the sole discretion to permit the Contractor to remedy the cause of the contemplated termination without waiving the City's right to terminate the Agreement. All drawings, specifications, electronic files and other documents relating to the design of the good, scope of the service or supervision of work, not in the public domain, shall be surrendered forthwith by Contractor to the City as required by the City. The City may take over work to be done under this Agreement and prosecute the work to completion, or procure the good or service, by contract or otherwise, and Contractor shall be liable to the City for all reasonable cost in excess of what the City would have paid the Contractor had there been no termination. The City shall not be liable for any damages, costs or expenses for lost profit, overhead or discontinuation of contract or equitable adjustments in the event of such termination.

#### ARTICLE XI. APPLICABLE LAW

The laws of the State of Maryland, excluding conflicts of law rules, shall govern this Agreement as if this Agreement were made and performed entirely within the State of Maryland. Any suit to enforce the terms hereof or for damages or other relief as a consequence of the breach or alleged breach hereof shall be brought exclusively in the courts of the State of Maryland in Prince George's County, and the parties expressly consent to the jurisdiction thereof and waive any right which they have or may have to bring such elsewhere.

#### ARTICLE XII. CHANGES

A. The City Administrator may, at any time, by written order designated or indicated to be a change order, make any change in the work within the general scope of this Agreement, provided any change is co-signed by the City Treasurer, or in his or her absence, the Mayor.

B. Any other written order from City, which causes any change, shall be treated as a change order under this clause, provided that Contractor gives City written notice stating the date, circumstance, and source of the order and the City consents to regard the order as a change order.

C. Except as herein provided, no order, statement, or conduct of the City shall be treated as a change under this clause or entitle Contractor to an equitable adjustment hereunder.

D. If any change under this clause causes an increase or decrease in the cost of, or the time required for, the performance of any part of this Agreement, whether or not changed by any order, an equitable adjustment shall be made, and the Agreement modified in writing accordingly. If Contractor intends to assert a claim for an equitable adjustment under this clause, Contractor shall, within thirty (30) days after receipt of a written change order under (A) above, or the furnishing of written notice under (B) above, submit to the City Administrator a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended by the City Administrator. The statement of claim hereunder may be included in the notice under (B) above.

E. The amount of any adjustment to the contract sum under this clause shall be a negotiated fixed fee.

F. No claim by Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this Agreement or if made later than thirty (30) days after receipt as required herein.

#### ARTICLE XIII. SUCCESSORS AND ASSIGNS

The parties each binds itself, its partners, successors, assigns and legal representatives to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither party shall assign, sublet or transfer his

interest, including but not limited to the proceeds thereof, in this Agreement, without the written consent of the other party.

#### ARTICLE XIV. INSURANCE

A. All Contractors shall obtain and maintain liability insurance coverage. The Contractor shall, within ten (10) days of the execution of this Agreement, file with the City Administrator, the Certificate from an insurance company authorized to do business in the State of Maryland and satisfactory to the City showing issuance of liability insurance in the amount of at least One Million Dollars (\$1,000,000.00) coverage with a deductible no greater than Ten Thousand Dollars (\$10,000.00). Contractor shall be fully and completely responsible to pay the deductible. Unless waived in writing by the City, the Certificate shall bear an endorsement in words exactly as follows:

The insurance company certifies that the insurance covered by this certificate has been endorsed as follows: "The insurance company agrees that the coverage shall not be canceled, changed, allowed to lapse, or allowed to expire until thirty (30) days after notice to: City Administrator, 4310 Gallatin Street, Hyattsville, Maryland 20781 (City's Representative)."

The provisions of XIV.A. shall also apply to any other coverages identified in this Article XIV in order to ensure that the Certificate, deductible, and endorsement requirements are met as to each specific type of coverage required in this Article XIV. The amount of coverage and the deductible specified elsewhere in this Article XIV regarding types of insurance coverage is controlling.

B. In addition, Contractor shall, throughout the term of this Agreement, maintain comprehensive general liability insurance in the following amounts and shall submit an insurance certificate as proof of coverage prior to final Agreement approval:

1. Personal injury liability insurance with a limit of \$1,000,000.00 for each occurrence and \$2,000,000.00 aggregate, where insurance aggregates apply; and

2. Property damage liability insurance with limits of \$1,000,000.00 for each occurrence and \$2,000,000.00 aggregate, where aggregates apply.

C. Comprehensive general liability insurance shall include completed operations and contractual liability coverage. The Certificates of Insurance evidencing this insurance shall provide that the City shall be given at least thirty (30) days prior written notice of the cancellation of, intention not to renew, or material change in coverage.

D. Contractor shall comply with the requirements and benefits established by the State of Maryland for the provision of Workers' Compensation insurance and shall submit an insurance certificate as proof of coverage prior to beginning work under this Agreement.

#### ARTICLE XV. INDEMNIFICATION

Contractor hereby acknowledges and agrees that it shall be responsible for and indemnify, defend, and hold the City harmless against any claim for loss, personal injury and/or damage that may be suffered as a result of their own negligence or willful misconduct in the performance of the services herein contracted for or for any failure to perform the obligations of this Agreement, including, but not limited to, attorneys fees and any other costs incurred by the City, in defending any such claim. Contractor further agrees to notify the City in writing within ten (10) days of receipt of any claim or notice of claim made by third parties against the Contractor or any subcontractor regarding the services and work provided to the City pursuant to this Contract. Contractor shall provide the City copies of all claims, notice of claims and all pleadings as the matter progresses. This Article shall survive termination of the Contract.

#### ARTICLE XVI. ADA COMPLIANCE

In performance of this Agreement for public works construction projects, or where there is an ADA component involved, the Contractor acknowledges that it is acting on behalf of the City

and warrants to the best of its professional information, knowledge, and belief that its design, product or completed infrastructure, will conform to, and comply with, the applicable provisions of the Americans with Disabilities Act. The Contractor hereby indemnifies and holds harmless the City from damages and costs arising from any claim that the Contractor's has failed to conform to the applicable provisions of the Americans with Disabilities Act.

#### ARTICLE XVII. CERTIFICATIONS OF CONTRACTOR

The Contractor and the individual executing this Agreement on the Contractor's behalf warrants it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for it, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this Agreement.

#### ARTICLE XVIII. SET-OFF

In the event that the Contractor shall owe an obligation of any type whatsoever to the City at any time during the term hereof, or after the termination of the relationship created hereunder, the City shall have the right to offset any amount so owed the Contractor against any compensation due to the Contractor for the provision of Construction, Goods or Services covered by the terms of this Agreement.

#### ARTICLE XIX. MISCELLANEOUS

A. This Agreement is subject to audit by the City, and the Contractor agrees to make all of its records relating to the goods or services provided to the City available to the City upon request and to maintain those records for six (6) years following the date of substantial completion of this Agreement; or a longer period, if reasonably requested by the City.

B. If any term or provision of this Agreement shall be held invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be enforced to the fullest extent permitted by law.

C. The person executing this Agreement on behalf of the Contractor hereby covenants, represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of the Contractor.

D. All representations, warranties, covenants, conditions and agreements contained herein which either are expressed as surviving the expiration and termination of this Agreement or, by their nature, are to be performed or observed, in whole or in part, after the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement. This Agreement is entered into as of the day and year first written above.

E. This Agreement represents the entire and integrated Agreement between the City and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the duly authorized representatives of the City and the Contractor.

F. The recitals above are hereby incorporated into this Agreement.

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

Witness/Attest:

XXXXXX

\_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
Date

Witness/Attest:

The City of Hyattsville

\_\_\_\_\_

Clerk

By: \_\_\_\_\_ (SEAL)  
Date

**Section 1. Purpose.**

The Hyattsville City Council hereby finds and declares that it shall be the policy of the City of Hyattsville to eliminate toxic pesticide use, except in the case of an emergency public health situation, invasive species control, or State mandate, in and on City-owned and -leased property in order to promote a healthy environment and protect the public and City employees from the risks of pesticides; for City departments and City contractors to implement sustainable land and building management practices at all City-owned and -leased properties; and for City departments to endeavor to educate the public on the benefits of adopting sustainable practices.

**Section 2. Findings.**

**WHEREAS**, scientific studies associate exposure to pesticides with asthma, cancer, developmental and learning disabilities, nerve and immune system damage, liver or kidney damage, reproductive impairment, birth defects, and disruption of the endocrine system;

**WHEREAS**, infants, children, pregnant women, the elderly, people with compromised immune systems and chemical sensitivities are especially vulnerable to pesticide effects and exposure;

**WHEREAS**, pesticides are harmful to pets, wildlife including threatened and endangered species, soil microbiology, plants, and natural ecosystems;

**WHEREAS**, toxic runoff from chemical fertilizers and pesticides pollute streams and lakes and drinking water sources;

**WHEREAS**, the use of hazardous pesticides is not necessary to create and maintain healthy landscapes given the availability of viable alternatives practices and products,

**WHEREAS**, people have a right not to be involuntarily exposed to pesticides in the air, water or soil that inevitably result from chemical drift and contaminated runoff;

**WHEREAS**, recognizing that if an emergency public health situation, invasive species control, or State mandate warrants the use of pesticides, which would otherwise not be permitted under this policy, the Director of the Department of Public Works shall have the authority to grant a temporary waiver on a case-by-case basis after an evaluation of all alternative methods and materials.

**WHEREAS**, the use of a sustainable program that emphasizes Integrated Pest Management (IPM) non-chemical methods of pest prevention and management and the use of the least-toxic pesticide as a last resort, will eliminate the use of and exposure to pesticides while

controlling pest populations;

**WHEREAS**, sustainable practices complement other important goals of City maintenance and administration such as energy conservation and security;

**WHEREAS**, educating the public on the benefits of sustainable practices will improve the health of the public and the environment; and

**WHEREAS**, numerous communities and municipalities are embracing a precautionary approach to the use of toxic pesticides in order to adequately protect people and the environment from pesticides' harmful effects; and

**WHEREAS**, the City of Hyattsville encourages residents to adopt sustainable and environmental friendly practices via its Green Hyattsville Initiatives and its establishment of the Hyattsville Environment Committee; and

**WHEREAS**, The City of Hyattsville has expressed through Goal 3 – Promote a Safe and Vibrant Community of Hyattsville City's Strategic Goals and Actions adopted XX, 2016, Promote health and wellness initiatives in the community and workplace.

### **Section 3. Definitions.**

**Crack and Crevice Treatment**—means the application of small quantities of a pesticide into openings in a building such as those commonly found at expansion joints, between levels of construction, and between equipment and floors.

**Emergency**—means an urgent need to mitigate or eliminate a pest that threatens public health or safety.

**Sustainable Land and Building Management Practices**—means a managed pest control program that:

(A) eliminates or mitigates economic and health damage caused by pests;

(B) uses—(i) IPM; (ii) site or pest inspections; (iii) pest population monitoring and prevention strategies; (iv) an evaluation of the need for pest control; and, (v) one or more pest prevention and management methods, such as habitat modifications, sanitation practices, entryway closures, structural repair, mechanical and biological controls, effective mowing, watering and fertilizing practices that provide a healthy soil, other nonchemical methods, and if nontoxic options are unreasonable or have been exhausted, a least-toxic pesticide; and

(C) minimizes—(i) the use of pesticides; and (ii) the hazards to human health and the environment associated with pesticide applications.

**Director of the Department of Public Works**—is designated by the City of Hyattsville to oversee implementation of the sustainable land and building management practices for the City. The Director of the Department of Public Works may designate a subordinate to oversee such implementation.

**Integrated Pest Management**—is an ecosystem-based strategy that focuses on long-term prevention of pests or their damage through a combination of techniques such as biological control, habitat manipulation, modification of cultural practices, and use of resistant varieties.

**Least-Toxic Pesticide**—means any pesticide product or ingredient that, at a minimum, has not been classified as, or found to have, any of the following characteristics or ingredients:

(A) **Toxicity Category I or II** by the EPA (pesticides identified by the words “DANGER” or “WARNING” on the label);

(B) A **developmental or reproductive toxicant** as defined by the State of California Proposition 65 Chemicals Known to Cause Developmental or Reproductive Harm.

(C) A **carcinogen**, as designated by (i) EPA's List of Chemicals Evaluated for Carcinogenic Potential (chemicals classified as a human carcinogen, likely to be carcinogenic to humans, a known or likely carcinogen, a probable human carcinogen, suggestive evidence or a possible human carcinogen); (ii) the International Agency for Research on Cancer (IARC) (chemicals classified as carcinogenic to humans or probably or possibly carcinogenic to humans); (iii) the United States National Toxicology Program (NTP) (chemicals classified as known or reasonably anticipated to be human carcinogens); or (iv) the State of California's Proposition 65;

(D) **Neurologic cholinesterase inhibitors**, as designated by California Department of Pesticide Regulation or the Materials Safety Data Sheet (MSDS) for the particular chemical;

(E) **Known groundwater contaminants**, as designated by the state of California (for actively registered pesticides);

(F) Pesticides formulated or applied as **dusts, powder, or aerosols**, unless used in a way that virtually eliminates inhalation hazard, such as when applied to cracks or crevices and sealed after the application, or used as a directed spray into the entrance of an insect nest;

(G) **Nervous system toxicants**, including chemicals such as cholinesterase inhibitors or chemicals associated with neurotoxicity by a mechanism other than cholinesterase inhibition, or listed or identified in or on any of the following lists: (i) Toxics Release Inventory (TRI), EPA EPCRA section 313; (ii) EPA Reregistration Eligibility Decisions

(RED); (iii) Insecticide Resistance Action Committee (IRAC) Mode of Action Classification: Acetylcholine esterase inhibitors, GABA-gated chloride channel antagonists, Sodium channel modulators, Nicotinic Acetylcholine receptor agonists or antagonists, Nicotinic Acetylcholine receptor agonists, Chloride channel activators, Octopaminergic agonists, Voltage-dependent sodium channel blockers, or Neuronal inhibitors (unknown mode of action);

(H) **Endocrine disruptors**, which include chemicals that are known to or likely to interfere with the endocrine system in humans or wildlife, based on the European Commission (EC) List of 146 substances with endocrine disruption classifications, Annex 13 (and any subsequent lists issued as follow-up, revisions, or extensions or based on any list created by the EPA that identifies endocrine disruptors);

(I) Regarding outdoor use: **Adversely affects the environment or wildlife**, based on any of the following: (i) Label precautionary statements including “toxic” or “extremely toxic” to bees, birds, fish, aquatic invertebrates, wildlife, or other nontarget organisms, unless environmental exposure can be virtually eliminated; (ii) Pesticides with ingredients with moderate or high mobility in soil, or with a soil half-life of 30 days or more (except for mineral products);

(J) Has data gaps or missing information in EPA registration documents, including pesticide fact sheets, or EPA reregistration eligibility decisions, which EPA is requiring the registrant to provide; and,

(K) **Contaminants and metabolites** recognized by EPA that violate any of the above criteria.

**Natural Organic Fertilizer**—means fertilizers that contain nutrients naturally derived solely from the remains or a by-product of an organism, or from a mineral. The term includes cottonseed meal, fish emulsion, compost, and composted manure. The term does not include any fertilizer containing biosolids or synthetic ingredients, natural minerals or substances that are reacted with acids or produced in a petrochemical process.

**Pesticide**—any substance or mixture of substances intended for—(i) preventing, destroying, repelling, or mitigating any pest; (ii) use as a plant regulator, defoliant, or desiccant; or (iii) use as a spray adjuvant such as a wetting agent or adhesive. The term “pesticide” does not include cleaning products, other than those that contain pesticidal agents.

**Grounds**—means the area outside of a building controlled, managed, or owned by the City and includes a lawn, playground, sports field, and any other property or facility controlled, managed, leased, or owned by the City.

**Synthetic Fertilizer**—means a substance containing a plant nutrient created by a synthetic,

chemical process, including triple super phosphate made by treating rock phosphate with phosphoric acid, potassium chloride, urea quick release synthetic fertilizers, petroleum-based fertilizers. The term does not include natural organic fertilizers that are made from naturally occurring materials, such as fish or kelp, or manure-based organic compost.

**Universal Notification**—means notice provided by the Director of the Department of Public Works to all employees working at the facility where the pesticide will be applied.

#### **Sec. 4 Sustainable Land and Building Management Practice Components.**

**(1) In General.**—The Department of Public Works shall implement sustainable land and building management practices, that at a minimum—

(A) Applies to City controlled, managed, or owned buildings and grounds;

(B) Follows sustainable land and building management practices for addressing pest problems.

(C) Presents to Hyattsville City Council an actionable plan developed in collaboration with approved advisory committees and interested local advocacy groups with a purpose of providing measurable goals toward sustainability in all aspects of City operations.

**(2) Duties of the Director of the Department of Public Works**—The Director of the Department of Public Works or a designated subordinate shall—

(A) Oversee the implementation of sustainable land and building management;

(B) Act as a contact for inquiries about the sustainable land and building management practices;

(C) Maintain and make available to any person upon request material safety data sheets, labels, and fact sheets or other official information related to the pesticides, for all pesticides that may be used in the City buildings or grounds;

(D) Be informed of Federal and State chemical health and safety information and contact information;

(E) Maintain scheduling of all pesticide use;

(F) Maintain contact with Federal and State sustainable land and building experts;

(G) Obtain periodic updates and training from State sustainable land and building experts;

(H) Pre-approve any public health emergency pesticide applications; and

(I) Maintain all pesticide use data for each pesticide used at City buildings and grounds for at least 3 years after the date on which the pesticide is applied.

**(3) Use Of Pesticides**—The City of Hyattsville shall only use a least-toxic pesticide as part of the sustainable land and building management practices. The least-toxic pesticide may only be used as a last resort following product label application specifications. Pesticides are only to be applied by certified commercial applicators.

**(4) Use Of Fertilizers**—The City of Hyattsville shall only use natural organic fertilizers. The use of a synthetic fertilizer is prohibited on properties City-owned or -managed properties.

**(5) Public Health Emergency**—

**(A) In General**—If the Director of the Department of Public Works determines that a pest in a City building or on City grounds cannot be controlled after having used sustainable land and building management practices and least-toxic pesticides and it is a public health emergency, invasive species control, or State mandate, the City may use a pesticide in accordance with this subsection.

**(B) Director of the Department of Public Works Approval Required**—The Director of the Department of Public Works shall approve, after identifying the pesticide product ingredients and acute and chronic adverse health effects, the pesticide product before any public health emergency application can be made.

**(C) Area Use Limitation**—The use of an area or room treated by an emergency pesticide, other than a least-toxic pesticide, shall not be occupied or used at the time of application or during the 24-hour period beginning at the end of the application.

**(D) Authorized Applicator**—The pesticide application shall only be made by a State certified pesticide applicator.

**(E) Notification of Occupants and Users**—The Director of the Department of Public Works shall provide to each employee of the facility/grounds where the application is to take place a notice of the application of the pesticide for emergency pest control. Notification will be provided at least 24 hours before the application. The notification shall include—

- (i) the common name, trade name, and Environmental Protection Agency registration number of the pesticide; (ii) a description of the location of the

application of the pesticide; (iii) a description of the date and time of application; and (iv) the statement "The FPA cannot guarantee that registered pesticides do not pose risks, and unnecessary exposure to pesticides should be avoided"; (v) a description of potential adverse effects of the pesticide based on the material safety data sheet of the pesticide any additional warning information related to the pesticide; (vi) the name and telephone number of the Director of the Department of Public Works; (vii) a description of the problem and the factors that qualified the problem as an emergency that threatened public health; and (viii) a description of the steps the City will take in the future to avoid emergency application of a pesticide under this paragraph.

**(F) Method Of Universal Notification**—The Director of the Department of Public Works may provide the notice by—(i) written notice provided to each employee; (ii) a notice delivered electronically (such as through e-mail or facsimile); (iii) a telephone call, or (iv) direct contact.

**(G) Posting of Signs**—If applying a pesticide under this paragraph, the Director of the Department of Public Works shall post a sign warning of the application of the pesticide—in a prominent place that is in or adjacent to the location to be treated; and at each entrance to the building or ground to be treated. A sign required for the application of a pesticide shall remain posted for at least 72 hours after the end of the treatment; be at least 8 1/2 inches by 11 inches; and state the same information as that required for prior notification of the application under subparagraph (E).

**(H) Modification of Sustainable Land and Building Management Practices**—If the City of Hyattsville applies a pesticide under this paragraph, the Director of the Department of Public Works shall modify the sustainable land and building management practices to minimize the future applications of pesticides under this paragraph.

## **Section 5. Grounds Management Implementation Guidelines.**

It is the policy of the City of Hyattsville to take the following preventive measures to eliminate pest-conducive conditions:

- (A) To maintain healthy soil, soil sampling and analysis will be conducted to evaluate and assess the level of care needed for the facility's turf and landscape.
- (B) Well-adapted, pest-resistant grass varieties that are more suitable for the City's climate will be planted.
- (C) Lawn aeration will be scheduled twice a year.
- (D) De-thatching practices must keep the thatch layers less than 1/2" in order to keep the grass less susceptible to insects, disease, and weather stress.
- (E) A proper pH for the soils will be maintained. The soil should be tested in order to

- adjust the pH if needed.
- (F) Annual fall fertilizer applications will be scheduled and carried out. Only slow-release fertilizer formulations will be used.
  - (G) Approved soil amendments will be applied as necessitated by soil test results. Following, but not limited to, the recommendations of the Northeast Organic Farmers' Association and/or the Organic Material Review Institute of Eugene, OR.
  - (H) Outdoor management practices will be modified to comply with organic horticultural science, including scouting, monitoring, watering, pruning, proper spacing and mulching.
  - (I) Practices will include the use of physical controls, including hand-weeding and over-seeding.
  - (J) Practices will also include the use of biological controls, including the introduction of natural predators, and enhancement of a favorable environment for a pest's natural enemies.

### **Section 6. City Contracts and Enforcement.**

- (1) All applicable City contracts shall be subject to the City's sustainable land and building management practices.
- (2) Failure to comply with the provisions of this act as specified in a contract with the City may, at the discretion of the City, result in the voiding of said contract.

### **Section 7. Public Outreach Campaigns.**

The City recognizes the importance of educating the public on benefits of adopting sustainable practices and the potential dangers of toxic pesticide and synthetic fertilizer use. The City shall engage in a public education campaign aimed at mitigating the use of toxic pesticides and synthetic fertilizers. The City shall identify or prepare, and then periodically disseminate, materials designed to educate the community about the role of pesticides in our local environment, compliance with recommendations set forth in this section of the Hyattsville City Charter and Code as well as earth-friendly practices and alternatives to the use of harmful pesticides.

- (A) Public awareness and education may take the form of pamphlets and brochures, whether produced and distributed on paper or electronically, and classes and seminars, involving City staff, non-City governmental agencies, community and advocacy groups, and other resources.
- (B) Materials shall include information about and links to the U.S. Environmental Protection Agency's list of minimum risk pesticides. The Department of Public works shall publish the EPA's list of minimum risk pesticides on or before March 1 of each year and ensure that the publication reflects any changes to the EPA's list during the preceding twelve months.

### **Section 8. And Be It Further Enacted.**

That this policy shall take effect as of the date of the six months from its passage.





Exhibit 1

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/08/2021

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

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

|   |  |   |
|---|--|---|
| <b>PRODUCER</b><br>First Insurance Group Of Maryland<br>501 Post Office Rd Ste 1C<br><br>Waldorf MD 20602-1912        |  | <b>CONTACT NAME:</b> Erca Weaver<br><b>PHONE (A/C, No, Ext):</b> (301) 843-9555<br><b>E-MAIL ADDRESS:</b><br><b>FAX (A/C, No):</b> (301) 843-3161                                     |
| <b>INSURED</b><br>Professional Lawn Maintenance Services LLC<br>14304 Croom Airport Rd<br><br>Upper Marlboro MD 20772 |  | <b>INSURER(S) AFFORDING COVERAGE</b><br>INSURER A: Atlantic States Insurance Co NAIC # 22586<br>INSURER B: The Hartford 21822<br>INSURER C:<br>INSURER D:<br>INSURER E:<br>INSURER F: |

**COVERAGES**      **CERTIFICATE NUMBER:** 21-22      **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE  | ADDL SUBR INSD   WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|--|----------------------|---------------|-------------------------|-------------------------|--|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br><input type="checkbox"/> OTHER |                      | CPA 8972295   | 01/20/2021              | 01/20/2022              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>\$ |
| A        | AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY  |                      | CPA 8972295   | 01/20/2021              | 01/20/2022              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$  |
|          | UMBRELLA LIAB <input type="checkbox"/> OCCUR<br>EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br><br>DED    RETENTION \$  |                      |               |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$   |
| B        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR-PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes describe under DESCRIPTION OF OPERATIONS below  | Y/N<br>Y    N/A      | 42WECEL5579   | 01/18/2021              | 01/18/2022              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 500,000<br>E.L. DISEASE - EA EMPLOYEE \$ 500,000<br>E.L. DISEASE - POLICY LIMIT \$ 500,000  |
| A        | Rented/Leased Equipment  |                      | CPA 8972295   | 01/20/2021              | 01/20/2022              | unscheduled equipment \$80,000   |

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

|  |  |
|--|--|
| <b>CERTIFICATE HOLDER</b><br><br>City of Hyattsville<br>4310 Gallatin St<br><br>Hyattsville MD 20781 | <b>CANCELLATION</b><br><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br><br><i>[Signature]</i> |
|--|--|



Exhibit #2

## Professional Lawn Maintenance Services, LLC

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



### Hyattsville Schedule

If Professional Lawn Maintenance Services is selected as the landscape contractor for the City of Hyattsville our team will make sure we live up to all expectations/standards and provide the city with quality service. We will service the city parks and sites with a crew of 9 landscape technicians and will take 1 day a week to complete the service.

### Our Staff

Professional Lawn Maintenance is a small landscaping company based in Hyattsville Maryland. The two owners Chris McRae and David Vacante are Hyattsville natives and attended HES, HMS, Northwestern High School and Eleanor Roosevelt High school. PLMS consists of 12 employees 3 full-time, 1 part-time and 8 seasonal employees.

### Current Customers

Some of Professional Lawn Maintenance current customers

The First United Methodist Church of Hyattsville

The Crescent Cities Center of Rehabilitation

Independence Court of Hyattsville

The City of Mount Rainier

The Town of Edmonston

The Saint John Paul II Shrine

The National Catholic Ukrainian Shrine

Marist College

The Kennedy Institute

Sacred Heart Home

The Archdiocese of Washington

Whitefriars Hall

Catholic Charities



MARYLAND DEPARTMENT OF AGRICULTURE  
PESTICIDE REGULATION SECTION  
THE WAYNE A. CAWLEY, JR. BUILDING  
50 HARRY S. TRUMAN PARKWAY  
ANNAPOLIS, MARYLAND 21401-7080  
(410) 841-5710

Exhibit

9978569

**PESTICIDE BUSINESS LICENSE NO. 31734**

PROFESSIONAL LAWN MAINTENANCE SERVICES, LLC  
14304 CROOM AIRPORT RD  
UPPER MARLBORO, MD 20772

EXPIRES 06/30/2021  
POST IN A CONSPICUOUS PLACE

APPLICATION CATEGORIES: 3A, 3C, 6

This license is granted to this business for the application of pesticides, in the category(ies) shown above, within the State of Maryland, in accordance with the provisions of the Agricultural Article, Sections 5-201 through 5-211, Annotated Code of Maryland.

A listing of the Pest Control Categories as appears in the Regulations Pertaining To The Pesticide Applicators Law, Code of Maryland Regulations (COMAR) 15.05.01 is provided on the reverse side of this certificate (license or permit).

Joseph Bartenfelder  
Secretary of Agriculture

# Exhibit #7

## Current PLMS Equipment

| Equip. Type          | Equip #      | Brand         | Model                  | Date       |
|----------------------|--------------|---------------|------------------------|------------|
| <b>Edgers</b>        |              |               |                        |            |
|                      | ED # 1       | Echo          | PE - 266S              | 2017       |
|                      | ED # 2       | Echo          | PE - 225               | 2016       |
|                      | ED # 3       | Echo          | PE - 2620S             | 2018       |
|                      | ED # 4       | Echo          | PE - 2620S             | 2019       |
|                      | ED # 4       | Echo          | PE - 2620S             | 2020       |
| <b>Line trimmers</b> |              |               |                        |            |
|                      | WE # 1       | Echo          | SRM-266T               | 2017       |
|                      | WE # 2       | Echo          | SRM-266T               | 2017       |
|                      | WE # 3       | Echo          | SRM-266T               | 2017       |
|                      | WE # 4       | Echo          | SRM-280T               | 2017       |
|                      | WE # 5       | Echo          | SRM-266T               | 2018       |
|                      | WE # 6       | Echo          | SRM-266T               | 8/15/2018  |
|                      | WE # 7       | Echo          | SRM-2620T              | 5/31/2018  |
|                      | WE # 8       | Echo          | SRM-2620T              | 5/31/2018  |
|                      | WE # 9       | Echo          | SRM-2620T              | 5/31/2018  |
|                      | WE # 10      | Echo          | SRM-2620T              | 5/31/2018  |
|                      | WE # 11      | Echo          | SRM-2620T              | 11/5/2019  |
|                      | WE # 12      | Echo          | SRM-266T               | 8/15/2018  |
|                      | WE # 13      | Echo          | SRM-2620T              | 5/1/2020   |
|                      | WE # 14      | Echo          | SRM-2620T              | 5/1/2020   |
|                      | WE # 15      | Echo          | SRM-2620T              | 5/1/2020   |
|                      | WE # 16      | Echo          | SRM-2620T              | 5/1/2020   |
| <b>Blowers</b>       |              |               |                        |            |
|                      | BLR # 1      | Echo          | PB - 770T              | 2016       |
|                      | BLR # 2      | Echo          | PB - 770T              | 12/5/2017  |
|                      | BLR # 3      | Echo          | PB - 755ST             | 2016       |
|                      | BLR # 4      | Echo          | PB - 770T              | 10/16/2016 |
|                      | BLR # 5      | Echo          | PB - 770T              | 2017       |
|                      | BLR # 6      | Echo          | PB - 770T              | 2016       |
|                      | BLR # 7      | Echo          | PB - 755ST             | 2018       |
|                      | BLR # 8      | Echo          | PB - 255LN             | 2018       |
|                      | BLR # 9      | Echo          | PB - 770T              | 11/5/2019  |
|                      | BLR # 10     | Echo          | PB - 770T              | 11/5/2019  |
|                      | BLR # 11     | Echo          | PB - 770T              | 11/5/2019  |
|                      | BLR # 12     | Echo          | PB - 770T              | 11/5/2019  |
|                      | BLR # 13     | Echo          | PB - 770T              | 11/5/2019  |
|                      | BLR # 14     | Echo          | PB - 770T              | 5/1/2020   |
|                      | BLR # 15     | Echo          | PB - 770T              | 5/1/2020   |
|                      | BLR # 16     | Echo          | PB - 770T              | 5/1/2020   |
|                      | BLR # 17     | Echo          | PB - 770T              | 5/1/2020   |
|                      | Large BLR #1 | Little Wonder | self propelled LB39HSP | 8/1/2016   |
|                      | Large BLR #2 | Hurricane     | Z-3 (stand on blower)  | 10/1/2018  |

Exhibit

|                      |                 |                |                                 |           |
|----------------------|-----------------|----------------|---------------------------------|-----------|
| Hedger units         |                 |                |                                 |           |
|                      | HG # 1          | Stihl pole     | FS 90R                          | 2017      |
|                      | HG # 2          | Echo           | HC - 185                        | 2017      |
|                      | HG # 3          | Echo           | HC - 3020                       | 6/1/2017  |
|                      | HG # 4          | Stihl pole     | FS 90R                          | 2017      |
|                      | HG # 5          | Stihl pole     | HL 94 K                         | 6/22/2017 |
|                      | HG # 6          | Stihl pole     | HL 94 K                         | 5/30/2018 |
|                      | HG # 7          | Stihl pole     | HL 94 K                         | 6/1/2019  |
| Bed Edger            |                 |                |                                 |           |
|                      | BE # 1          | Stihl          | HL 100                          | 2018      |
| Chain Saws/ cut off  |                 |                |                                 |           |
|                      | SW # 1          | Stihl Pole saw | HT 75                           | 2010      |
|                      | SW # 2          | Stihl Pole saw | HT 101                          | 2018      |
|                      | SW # 3          | Stihl          | MS 250                          | 2016      |
|                      | SW # 4          | Stihl          | MS 271                          | 2017      |
|                      | SW # 5          | Stihl          | MS 250                          | 2017      |
|                      | SW # 6          | Stihl          | GS461                           | 2018      |
|                      | CO# 1           | Stihl          | T420                            | 2019      |
| Mowers               |                 |                |                                 |           |
|                      | RM#1            | Kubota         | 60" ZD326                       | 2013      |
|                      | RM#2            | Kubota         | 60" ZD326                       | 2010      |
|                      | RM#3            | Kubota         | 72" ZD331                       | 2012      |
|                      | RM#4            | Kubota         | 60" F2880 Multi-use             | 2010      |
|                      | RM#5            | Lesco          | 36" Walk behind                 | 2010      |
|                      | RM#6            | Bobcat         | 36" Walk behind                 | 2007      |
|                      | RM#7            | Exmark         | 60" turf tracer                 | 2015      |
|                      | RM#8            | Exmark         | 60" turf tracer                 | 2016      |
|                      | RM#9            | Exmark         | 60" turf tracer                 | 2017      |
|                      | RM#10           | Ferris         | 60" z3x stand                   | 2020      |
|                      | RM#11           | Exmark         | 60" Lazer Z X-Series            | 2021      |
| Aerators             |                 |                |                                 |           |
|                      | Air#1           | Ryan           | Drum style 5                    | 2019      |
|                      | Air#2           | Ryan           | Reciprocating self-propelled 28 | 2009      |
|                      | Air#3           | ryan           | tow behind 60"                  | 2003      |
| Heavy Equip/ Utility |                 |                |                                 |           |
|                      | Loader          | New Holland    | LX885 - Skid steer              | 2005      |
|                      | Loader          | Bobcat         | T450 - Track loader             | 2019      |
|                      | Utility vehicle | Kubota         | RTV1100C                        | 2018      |
|                      | Utility vehicle | EZ-go          | Workhorse350                    | 2005      |
|                      | Utility vehicle | EZ-go          | Workhorse350                    | 2006      |
| Special Equip        |                 |                |                                 |           |
|                      | Chipper         | Eegar Beaver   | 16" chipper                     | 2006      |

|                    |                     |                 |                           |      |
|--------------------|---------------------|-----------------|---------------------------|------|
|                    | Bark Blower         | FINN            | BB302 - Mulching blower   | 2003 |
|                    | Leaf vac            | Giantvac        | 3001series (trailer)      | 2000 |
|                    | 300gal sprayer      | Northstar       | in bed truck sprayer      | 2016 |
|                    | Leaf vac            | Kubota ZD       | turbine bagger            | 2014 |
|                    | Leaf vac            | Kubota ZD       | turbine bagger            | 2013 |
|                    | Leaf vac            | Kubota F-series | Hydrualic bagger          | 2010 |
|                    | Tiller              | Honda           | FC600                     | 2019 |
|                    | Backpack sprayer    | Chaplin         | (1x) pump style           | 2016 |
|                    | Backpack sprayer    | Chaplin         | (3x) pump style           | 2018 |
|                    | Backpack sprayer    | Chaplin         | (2x) pump style           | 2020 |
|                    | Backpack sprayer    | Chaplin         | (2X) Electric style       | 2017 |
|                    | Backpack sprayer    | Chaplin         | (2X) electric style       | 2019 |
|                    | Mist blower Sprayer | Stihl           | SR450                     | 2018 |
|                    |                     |                 |                           |      |
| Snow Removal Equip |                     |                 |                           |      |
|                    | V-plow              | BOSS            | 6'6" V-plow (RTV)         | 2018 |
|                    | Plow                | Kubota          | 6' (F-series)             | 2010 |
|                    | Plow T-5            | Western         | 8' (F250)                 | 2005 |
|                    | Plow T-1            | Western         | 8' (F250)                 | 2015 |
|                    | Plow T-8            | Western         | 8' (F250)                 | 2018 |
|                    | Plow T-6            | Western         | 8' (F250)                 | 2019 |
|                    | Piow T-4            | Western         | 8' (F250)                 | 2019 |
|                    | Plow T-9            | Meyers          | 8' (f350)                 | 2012 |
|                    | Plow T-3            | Fisher          | 6'6" (colorado)           | 2014 |
|                    | spreader            | fisher          | proflow2                  | 2011 |
|                    | spreader            | Western         | proflow2                  | 2010 |
|                    | spreader            | saltlogg        | 8' inbed                  | 2016 |
|                    | spreader            | fisher          | tailgate drop             | 2015 |
|                    | Snowblower          | Kubota          | 2stage (enclosed tractor) | 2010 |
|                    | Snowblower          | Ariens          | 2 stage                   | 2012 |
|                    | Snowblower          | Ariens          | 2 stage                   | 2007 |
|                    | Snowblower          | Ariens          | single stage              | 2017 |
|                    | Snowblower          | Ariens          | single stage              | 2017 |
|                    | Snowblower          | Ariens          | single stage              | 2019 |
|                    | Snowblower          | Ariens          | single stage              | 2019 |



# City of Hyattsville

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## Agenda Item Report

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**File #:** HCC-255-FY21

3/15/2021

8.f)

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

**Item Title:**

**Extension of current contract with Johnson, Mirmiran, and Thompson (JMT)**

**Suggested Action:**

I move that the Mayor and Council authorize the City Administrator to execute an extension of two (2) years to the current contract with JMT. There are no other changes to the contract at this time.

**Summary Background:**

In April of 2016, the City entered into a contract with JMT to provide engineering, architectural, surveying, and inspection services to the City. This contract was primarily to provide planning, engineering, and architectural design for the adaptive reuse of 3505 Hamilton Street to become the new Police and Public Safety Building. The 3505 project is scheduled to be solicited in spring of 2021 with construction to begin by Summer of 2021. Construction is estimated to take 14 months, and JMT will be providing assistance with construction management and construction administration.

**Next Steps:**

Complete the extension of the contract and solicit the Request for Proposals (RFP) for 3505 Hamilton Street

**Fiscal Impact:**

No impact

**City Administrator Comments:**

Recommend Approval

**Community Engagement:**

N/A

**Strategic Goals:**

Goal 1 - Ensure Transparent and Accessible Governance

**Legal Review Required?**

Complete



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## Agenda Item Report

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**File #:** HCC-258-FY21

3/15/2021

8.g)

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Submitted by: Laura Reams  
Submitting Department: City Clerk  
Agenda Section: Consent

**Item Title:**

**Magruder Park Renaming - Schedule Public Hearing**

**Suggested Action:**

I move the Mayor and Council schedule a Public Hearing on the Magruder Park renaming suggestions for April 6, 2021 at 6 PM.

**Summary Background:**

The City Council passed a motion on March 18<sup>th</sup>, 2019 that:

- a) Authorized the City Attorney to investigate the feasibility of, and legal requirements for, changing the name of Magruder Park.
- b) Authorized the City Attorney to investigate the feasibility of and legal requirements for, updating the deed to exclude the offensive language as defined in the motion summary background details and effectively remove any restrictions on use of the public amenity that would be considered discriminatory as defined by the Hyattsville Human Rights Act.
- c) Directed the City Administrator to assist the City Council by preparing recommendations, based on the tools available to the City of Hyattsville, to encourage a public engagement process.

The City Attorney worked with outside counsel to prepare and record in the land records a deed, and other required documentation, that removes the discriminatory language contained in the original Park conveyance.

With the completion of parts a) and b), the staff proceeded to engage the community in the process to select a name for the park that is welcoming, inclusive, and unifying. In Fall of 2020, City staff launched a campaign designed to collect suggestions for the renaming of Magruder Park. Over 800 submissions were received. The Race and Equity Task Force and Health, Wellness, and Recreation Advisory Committee met jointly to sort through the collection of submissions, discuss the options, and prepare a list of recommendations for Council discussion. Stacie Whitesides from the Race and Equity Task Force and Peter Reiniger from the Health, Wellness, and Recreation Advisory Committee will present the joint recommendations during the Council Meeting of March 15.

There will be time allotted on the discussion agenda for initial Council feedback.

**Next Steps:**

The City Council is scheduled to discuss the name recommendations on March 15 and April 5 (after the Public Hearing). A Public Hearing is scheduled for April 5, 2021, with action on the recommendation tentatively scheduled for April 19, 2021.

**Fiscal Impact:**

TBD

**City Administrator Comments:**

For presentation

**Community Engagement:**

A Public Hearing will be scheduled for April 5, 2021.

**Strategic Goals:**

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

**Legal Review Required?**

N/A



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## Agenda Item Report

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**File #:** HCC-249-FY21

3/15/2021

9.a)

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Submitted by: Lesley Riddle  
Submitting Department: DPW  
Agenda Section: Action

**Item Title:**

**Traffic Calming Decision - Oliver Street**

**Suggested Action:**

I move that the Mayor and Council authorize the City Administrator and DPW staff to conduct the following tasks: implement temporary traffic calming measures, conduct additional data collection, and further evaluate infrastructure to achieve traffic calming/mitigation on Oliver Street.

**Summary Background:**

In November, the City received a petition requesting the installation of traffic calming devices on the 3900 block of Oliver Street. The DPW and HPD conducted a preliminary traffic study which included a review of 12 months of police citations and an analysis of traffic counter data which were placed on 3 separate occasions. The data analysis, which is one important part of the evaluation, did not support the need for traffic calming devices on the 3900 block of Oliver St. Another important component part of the evaluation is extenuating circumstances and resident input and feedback. The City held a public hearing on March 1<sup>st</sup>, 2021 to receive input from residents. Residents provided additional information which included but was not limited to, the volume of children on the street, the recurring failure of cars to stop at stop signs, and near misses observed.

While the data collected did not indicate a need for traffic calming in this area, we are aware that the change in traffic flow, reduced volume during the ongoing pandemic, weather, temperature, and road conditions may have impacted the outcomes. Based on that, and the concerns raised by residents, the staff recommends the following actions:

- Implement temporary or short-term changes to include, but not be limited to high-vis signage, in-road temporary speed bumps, evaluate infrastructure for temporary curb bump-outs, and other temporary methods of in-road speed mitigation.
- Place additional traffic counters on Oliver Street from Queens Chapel Road to 42<sup>nd</sup> Avenue. As we move towards the other side of the pandemic and the weather warms, we may be able to detect more of a pattern.
- Conduct a visual inspection and evaluation of temporary measures, placement locations, and their effectiveness. This includes evaluating roadway conditions to determine the feasibility of constructing in road traffic calming traffic mitigation for longer term/permanent changes and implementation.
- Conduct on-site inspections at different times of the day and night to collect real-time data.
- Longer-term changes could occur after the inspection and could include permanent speed tables, speed humps, intersection offset, one side parking, or curb bump-outs.

Staff will update the City Administrator as these recommendations are scheduled and completed.

**Next Steps:**

DPW staff will create a plan and timeline for short term longer-term actions.

DPW will meet/coordinate with residents on progress and to obtain input  
City Administrator will keep residents and Council updated

**Fiscal Impact:**

This will be determined with data and evaluation outcomes.

**City Administrator Comments:**

Recommend Approval

**Community Engagement:**

Community meetings will be scheduled as needed.

**Strategic Goals:**

Goal 3 - Promote a Safe and Vibrant Community

**Legal Review Required?**

N/A



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## Agenda Item Report

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**File #:** HCC-257-FY21

3/15/2021

10.a)

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Submitted by: Laura Reams  
Submitting Department: City Clerk  
Agenda Section: Discussion

**Item Title:**

**Magruder Park Renaming - Discussion**

**Suggested Action:**

For Discussion

**Summary Background:**

The City Council passed a motion on March 18<sup>th</sup>, 2019 that:

- a) Authorized the City Attorney to investigate the feasibility of, and legal requirements for, changing the name of Magruder Park.
- b) Authorized the City Attorney to investigate the feasibility of, and legal requirements for, updating the deed to exclude the offensive language as defined in the motion summary background details and effectively remove any restrictions on use of the public amenity that would be considered discriminatory as defined by the Hyattsville Human Rights Act.
- c) Directed the City Administrator to assist the City Council by preparing recommendations, based on the tools available to the City of Hyattsville, to encourage a public engagement process.

The City Attorney worked with outside counsel to prepare and record in the land records a deed, and other required documentation, that removes the discriminatory language contained in the original Park conveyance.

With the completion of parts a) and b), the staff proceeded to engage the community in the process to select a name for the park that is welcoming, inclusive, and unifying. In Fall of 2020, City staff launched a campaign designed to collect suggestions for the renaming of Magruder Park. Over 800 submissions were received. The Race and Equity Task Force and Health, Wellness, and Recreation Advisory Committee met jointly to sort through the collection of submissions, discuss the options, and prepare a list of recommendations for Council discussion. Stacie Whitesides from the Race and Equity Task Force and Peter Reiniger from the Health, Wellness, and Recreation Advisory Committee will present the joint recommendations during the Council Meeting of March 15.

There will be time allotted on the discussion agenda for initial Council feedback.

**Next Steps:**

The City Council is scheduled to discuss the name recommendations on March 15 and April 5 (after the Public Hearing). A Public Hearing is scheduled for April 5, 2021, with action on the recommendation tentatively scheduled for April 19, 2021.

**Fiscal Impact:**

TBD

**City Administrator Comments:  
For Discussion**

**Community Engagement:**

A Public Hearing will be scheduled for April 5, 2021.

**Strategic Goals:**

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

**Legal Review Required?**

N/A



Stacie Whitesides  
Race and Equity Task Force

Pete Reiniger  
Health, Wellness and Recreation Advisory Committee



## Suggested Park Names:

- David C. Driskell Community Park
- Nacotchtank Community Park
- Unity Community Park
- Gateway Community Park
- Inspiration Park

## **Memo from the Joint Committee to the Hyattsville City Council**

In the summer of 2020, many people participated in a powerful movement for racial justice that swept across the United States of America, the State of Maryland, Prince George’s County and the City of Hyattsville. This movement highlighted community issues and concerns on many levels. On June 1, 2020, the Hyattsville City Council passed RESOLUTION 2020-05, A Resolution in Defense of Black Lives, in which they made a commitment to enact policies that unequivocally defend Black lives and to undo the impacts of systemic racism on Black residents of the City of Hyattsville.

Prior to the passage of that resolution, Mapping Racism - a collaborative project led by the Hyattsville Community Development Corporation and supported by the City - uncovered that the deed that established William Pinckney Magruder Park (Magruder Park) contained racist and segregationist language, specifically a restrictive covenant that the park be used by “Caucasian inhabitants only.” On March 18, 2020, the City of Hyattsville unanimously passed a motion:

“to investigate the feasibility of and legal requirements for changing the name of Magruder Park without reverting ownership of the land back to the Magruder Family and/or Estate,” and

“to investigate the feasibility of and legal requirements for changing the name of Magruder Park without reverting ownership of the land back to the Magruder Family and/or Estate,” and

to “devise an action plan to address the community implications associated with the property’s history and the City’s relationship with the donor (and/or his Estate).” The action plan shall include measures the Council deems appropriate, as well as the supporting process, timeline, and community outreach and engagement.”

In 2020, Council directed City staff to file a quit claim to remove the racially restrictive covenant from the deed for Magruder Park. Council initially anticipated that the park could be renamed in early 2021. To meaningfully engage the public in renaming the park, the City issued a challenge, soliciting handwritten and electronic proposals. The community responded by submitting more than 800 suggestions. The City Council formed a Joint Committee of members of the Race and Equity Task Force and the Health, Wellness and Recreation Advisory Committee and assigned us to review and discuss the proposed names and submit a short vetted list to the Council, along with a clear justification for each recommendation.

### **Considerations**

City staff instructed the members of the Joint Committee to take the following into consideration:

- The new name should be welcoming, relatable, and inclusive, and resonate with the diverse cultural make-up of the City’s population.
- The proposed name should withstand the test of time and not become passé or controversial in the near future.

During its first meeting, members of the Joint Committee recognized that there were potential concerns associated with almost all types or categories of proposed names. For example, the Joint Committee pointed out that members of a diverse community may not share common interpretations of concepts. The cultural, historical and other lenses through which we view concepts create a wide range of personal interpretations. With this in mind, the Joint Committee carefully considered only a handful of widely relatable concepts as possible names for the park.

The Joint Committee also recognized the potential risks of naming the park after a person, given that humans are fallible and that future discoveries may call a person's character, words and actions into question. This could place the City in a similar situation to the one we find ourselves in today. With this in mind, the Joint Committee is recommending only one proposal based on a person's name.

## **RECOMMENDATIONS**

### **Land Acknowledgement**

Before introducing name recommendations, the Joint Committee requests that, as part of the renaming process, the City plan for a Land Acknowledgement. We recommend both a verbal acknowledgement during the City's park renaming ceremony and a permanent written acknowledgement (e.g., You are on tribal land of the Nacotchtank people), etched into a feature such as a large quartz boulder prominently displayed in the park, similar to the *grandfather rocks* outside the National Museum of the American Indian in Washington, DC. The acknowledgment would state that, when European colonists arrived, Native people lived on the land that is now considered the park as well as on the surrounding land. The Nacotchtank tribe inhabited the area for up to 10,000 years before they were forced from their land and decimated by infectious disease.

Piscataway Elder Rico Newman, who is a resident of nearby University Park, a State Commissioner for the Maryland Commission on Indian Affairs, and Chair of the Maryland Indian Tourism Association, said the physical land acknowledgement will honor and respect Nacotchtank ancestors and living members of the tribe who are connected to this land, and create a lasting memory for park visitors to carry with them. If Council decides to pursue a verbal and written land acknowledgement as described above, Elder Newman recommends that the unveiling ceremony include an honor song and smudging.

### **Names**

The Joint Committee provides the following recommended names and a rationale for each name to the City Council for consideration as the new name for Magruder Park. In addition, the Joint Committee

recommends that the City refer to the park in English and Spanish at a minimum, and perhaps also in other languages that are spoken by residents of Hyattsville.

### Primary Names

- David C. Driskell Community Park – Two hundred thirty-five submissions, more than one quarter of the 831 responses, requested that the park be renamed in honor of David C. Driskell, a long time resident of Hyattsville. Mr. Driskell was a noted artist, scholar, curator, collector, art historian, educator, and advocate for inclusion of African American art into the national culture. He served on the faculty of several Historically Black Colleges & Universities (HBCU's) but is most widely recognized for his time from 1977 to 1998 at the University of Maryland College Park where the Center for the Study of the Visual Arts and Culture of African Americans and the African Diaspora is named in his honor. Mr. Driskell died of COVID-19 during the spring of 2020.
- Nacotchtank Community Park – We received a proposal for the name "Anaquash Park." The Nacotchtank word "anaquash" refers to the village trading center that existed along the Anacostia River. People came from as far away as the Gulf, Mississippi and Great Lakes Regions to trade goods along the Anacostia. It has been estimated that Native Americans inhabited the land along the river for more than 10,000 years. Elder Rico Newman said that if the Council chooses to memorialize the Native people who lived, raised families, prospered, and died on this land, then he suggests the name *Nacotchtank Park* rather than Anaquash Park. The word Nacotchtank might be a bit of a tongue twister at first, but Elder Newman recommended that we honor the Native people with a less anglicized version of the name. Nacotchtank refers to the place on the river where it takes a turn, i.e., where the Potomac River bends and meets the Anacostia River. The Nacotchtank area stretches from the Wilson Bridge northward past Bladensburg to Indian Creek.
- Unity Community Park - Twenty- six respondents requested the park be named Unity Park or a similar variant. Unity is defined as the state of being united or joined as a whole. It was recognized that the park serves as a place in the community where all residents can come together regardless of race, ethnicity, gender or socio-economic status and be joined together as a diverse, yet united community. This name denotes a place where all are welcome and can interact in a harmonious manner.
- Gateway Community Park - The City of Hyattsville sits on the northern edge of the Gateway Arts District and the City is an integral part of that community, acting as a gateway to the rest of the Arts District. Likewise, the park serves as a gateway to the many programs, activities and endless possibilities that await the community as they enter the park. These range from attendance at programs for youth and adults conducted in the Recreation Center; use of the athletic facilities, the playgrounds, and the walking and biking trails; or enjoyment of a moment of solitude in the woods. The park is often used as a gateway to activities outside the everyday routines of City residents.
- Inspiration Park - Twenty-six respondents requested the park be named Inspiration Park. Residents are inspired by many things that can be seen and experienced within the boundaries of the park such as taking time to experience nature on one of the trails that wind through the wooded areas; seeing children and families joyfully playing on the playgrounds or on the athletics

fields; or engaging in the various programs which take place in the park's recreation center. Visitors to the park are inspired to see the possibilities that exist in the world around them and to become an active participant in all of the opportunities that are provided.

### **Secondary Name**

The Joint Committee recommends "Community Park" as a secondary name to indicate that everyone is welcome. Nineteen respondents indicated that the park should be named Hyattsville Community Park or a similar variant. To counteract the racially restrictive covenant, it is important to indicate clearly that the park is a place where people of all backgrounds and identities come together. If selected, Inspiration Park is the only proposed name for which the Joint Committee does not recommend adding the secondary name.

### **Gratitude**

The members of the Race and Equity Task Force and the Health, Wellness and Recreation Advisory Committee are thankful for the opportunity to participate in this anti-racist community building process, and look forward to Council's decision to adopt a new name for the park.



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## Agenda Item Report

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**File #:** HCC-261-FY21

3/15/2021

12.a)

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Submitted by: Sean Corcoran  
Submitting Department: City Clerk  
Agenda Section: Community Notices and Meetings

**Item Title:**  
**Main City Calendar March 16 - March 24, 2021**

**Suggested Action:**  
N/A

**Summary Background:**  
N/A

**Next Steps:**  
N/A

**Fiscal Impact:**  
N/A

**City Administrator Comments:**  
N/A

**Community Engagement:**  
N/A

**Strategic Goals:**  
Goal 1 - Ensure Transparent and Accessible Governance

**Legal Review Required?**  
N/A

**City Calendar: March 16 – March 24, 2021**

*City Council meetings will continue as scheduled and will be accessible to the public through web stream and cable. Public comment will be accepted electronically, and participants can join the virtual meeting after registration. For more information visit: [hyattsville.org/meetings](http://hyattsville.org/meetings)*

**Creative Minds at Home**

Tuesday, March 16<sup>th</sup> and March 23<sup>rd</sup>, 11:00 AM (Virtual)

**Hyattsville Environment Committee Meeting**

Tuesday, March 16<sup>th</sup>, 7:00 PM (Virtual Meeting)

**Education Facilities Task Force Meeting**

Thursday, March 18<sup>th</sup>, 7:00 PM (Virtual Meeting)

**Education Advisory Committee Meeting**

Friday, March 19<sup>th</sup>, 6:30 PM (Virtual Meeting)

**Race and Equity Task Force Meeting**

Tuesday, March 23<sup>rd</sup>, 7:00 PM (Virtual Meeting)

**Soil Fertility Workshop**

Wednesday, March 24<sup>th</sup>, 7:00 PM (Virtual Workshop)

Jay Feldman of Beyond Pesticides will discuss how “greening” your lawn can contribute to stormwater pollution. This virtual workshop will help you understand how to manage soil fertility and beautify landscapes without toxic chemicals.

**City Council Meeting: FY22 Budget Introduction and Department Presentations**

Monday, March 24<sup>th</sup>, 7:00 PM (Virtual Meeting)

*All events scheduled for March 25, 2021 and beyond may still be subject to cancellation due to the COVID-19 emergency. For updated details on meetings and events, visit [hyattsville.org](http://hyattsville.org)*

The following weekly program offerings and City events are canceled through Wednesday, March 24, 2021.

- Ageless Grace Exercise Classes
- Community Yoga
- Senior Bus Trips
- Police Ride-Alongs
- Invasive Plant Removals
- Call-a-Bus Transportation Services

Main City Calendar: March 16 – March 24, 2021

The following services will be suspended or limited through Wednesday, March 24, 2021.

- Notary and Fingerprint Services
- Licensing and Permitting

The following services and activities will continue as scheduled:

- Police patrols and emergency response
- Solid waste, recycling, and compost collections
- Parking enforcement
- Bulk trash pick-up will resume the first week in March and continue every other Wednesday thereafter. Residents must sign up in advance.