

City of Hyattsville

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



Agenda Regular Meeting

https://us06web.zoom.us/webinar/register/WN_gQi4gipfRmuvX-NpdWuUaQ

Monday, April 21, 2025

7:00 PM

Virtual

City Council

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

ADMINISTRATION

Tracey E. Douglas, City Administrator
Nate Groenendyk, City Clerk, 301-985-5001, 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 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) 985-5001. 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 use the "Raise Hand" feature in the virtual meeting interface. Participants may also submit statements electronically via email to cityclerk@hyattsville.org no later than two (2) hours prior to the start of the meeting. Submitted electronic statements will be sent to Councilmembers prior to the meeting and will not be read aloud. All participants shall remain respectful in their contributions and associated functions of the virtual meeting interface are not intended for public dialogue or discussion.

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

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.

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Meeting Notice:

The Hyattsville City Council will hold its meeting on Monday, April 21, 2025 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.

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Follow the directions below to access the service:

-Go to: <https://attend.wordly.ai/join/RAVY-6886>

-Ensure the Session ID RAVY-6886 is displayed.

-Select Your Choice of Language and click on the "Attend" button.

-You can now read the captions on your device and/or listen to the translation of the City Council meeting.

If you have any questions or concerns, please contact info@hyattsville.org.

PUBLIC PARTICIPATION:

If you wish to address the Council during the Public Comment period, please use the "Raise Hand" feature in the virtual meeting interface. Participants may also submit statements electronically via email to cityclerk@hyattsville.org no later than two (2) hours prior to the start of the meeting. Submitted electronic statements will be sent to Councilmembers prior to the meeting and included in the official meeting record. Electronically submitted statements will not be read aloud. All participants shall remain respectful in their contributions and associated functions of the virtual meeting interface are not intended for public dialogue or discussion.

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

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- 1. Call to Order and Council Roll Call**
- 2. Pledge of Allegiance to the Flag**
- 3. Approval of Agenda**
- 4. Public Comment (7:10 p.m. – 7:20 p.m.) Complete Speaker Card, Limit 2 minutes per speaker**
- 5. City Administrator Update (7:20 p.m - 7:40 p.m.)**

6. Proclamations**6.a. Arbor Day Proclamation**[HCC-296-FY25](#)

I move the Mayor and Council to proclaim April 25, 2025 as Arbor Day in the City of Hyattsville.

Sponsors: City Administrator

Department: City Clerk

Attachments: [CM 0407 Arbor Day 2025](#)

7. Consent Items (7:40 p.m. - 7:45 p.m.)

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

7.a. Trolley Trailhead Park (The Spot) Landscaping[HCC-290-FY25](#)

I move that the Mayor and Council authorize an expenditure not to exceed \$100,000 to SMC for landscaping for the Trolley Trailhead Park project, "The Spot," under their current contract with the City.

Sponsors: City Administrator

Department: Public Works

Attachments: [SMC DPW19-011B Task 49 The Spot Landscaping rev Ph1 11-01-2024](#)

7.b. PES Contract Award RFP # CED02282025[HCC-303-FY25](#)

I move that the Mayor and Council authorize the City Administrator to enter into a contract with Partners for Economic Solutions (PES) in an amount not to exceed \$59,000 for consulting services to evaluate and recommend strategies to preserve and/or expand the affordability of 4 rental communities in West Hyattsville. This initiative is funded by the MWCOG Housing Affordability Planning Program Grant. The contract is subject to the review and approval by the City Attorney for legal sufficiency.

Sponsors: City Administrator

Department: Community & Economic Development

Attachments: [Memo RFP CED02282025 Award PES April 21 2025](#)
[Draft PES Consultant Contract April 2025](#)

7.c. Change Order - Bry's Lawn Care Tree Planting[HCC-308-FY25](#)

I move that the Mayor and Council authorize the City Administrator to exercise a change order in an amount not to exceed \$30,000 for the term of the existing contract with Bry's Lawn Care and Landscaping, expiring April 2026.

Sponsors: City Administrator

Department: Public Works

Attachments: [Bry's Lawn Care Contract](#)

8. Action Items (7:45 p.m. - 9:00 p.m.)**8.a. Pennrose - Sanctuary at Hyattsville Crossing request of a Payment in Lieu of Taxes (PILOT) Letter of Intent (LOI)**[HCC-304-FY25](#)

I move that the City Council authorize the Mayor to send a Letter of Intent (LOI) in support of the proposed Payment in Lieu of Taxes (PILOT) for the Pennrose - Sanctuary at Hyattsville Crossing development project.

Sponsors: City Administrator

Department: Community & Economic Development

Attachments: [Pennrose PILOT support Letter of Intent \(LOI\) Apr 22 2025](#)
[Hyattsville Cover Letter Final](#)
[PILOT Memo Apr 11 2025](#)

8.b. FY25 Capital Improvement Budget Transfer of Grant Funds and Amend Budget Appropriations[HCC-312-FY25](#)

I move that the Mayor and Council authorize the Treasurer to transfer grant funds not to exceed \$681,655 from the general account fund to the FY25 Capital Improvements Revenue account fund and amend the FY25 CIP budget by adjusting appropriations not to exceed \$681,655 to cover cost of sitework at The Spot. The grant funds were previously received from PG County Revenue Authority and awarded by the Maryland Department of Housing and Community Development (DHCD) for project commonly known as "The Spot".

Sponsors: Douglas

Department: Finance

8.c. FY26 Budget: Council Amendments[HCC-310-FY25](#)

I move the Mayor and Council amend the FY26 budget to include the following:

-\$15,000 for a patronage grant to the Hyattsville Life and Times in the City Council budget.

-\$18,000 for the Committee Stipend Program

-\$5,000 for ADA Compliance Software

-\$35,000 for Volunteer Service Support

-\$35,000 for Mental Health Programming in the CS budget. Increase from \$15K

-\$348,158 for a 2.5% Cost of Living Adjustment (COLA) for all City staff.

-\$810,361 for waste/snow removal, street maintenance, winter road treatment, and funding for five staff positions in the Department of Public Works.

Sponsors: Croslin, Solomon and Redmond

Department: Legislative

Attachments: [UPDATED FY26 Budget Presentation Council Budget Amendments \(1\).pptx](#)

8.d. FY26 Budget Amendment: EAC Principals' Luncheon[HCC-311-FY25](#)

I move the Mayor and Council amend the FY26 Budget by adding \$1,000 for a Principal's Luncheon organized by the Hyattsville Education Committee.

Sponsors: Strab, Waszczak and Redmond

Department: Legislative

9. Discussion Items (9:00 p.m. - 9:30 p.m.)**9.a. HOA Trash Collection and City Engagement**[HCC-309-FY25](#)

For Discussion

Sponsors: City Administrator

Department: Legislative

10. Council Dialogue (9:30 p.m. - 9:40 p.m.)**11. Motion to Adjourn**



City of Hyattsville

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Agenda Item Report

File #: HCC-296-FY25

4/21/2025

6.a.

Submitted by: Quianna Taylor
Submitting Department: City Clerk
Agenda Section: Proclamation

Item Title:
Arbor Day Proclamation

Suggested Action:
I move the Mayor and Council to proclaim April 25, 2025 as Arbor Day in the City of Hyattsville.

Summary Background:
In celebration of 32 years as a member of Tree City USA, the City will celebrate Arbor Day by planting trees and re-mulching wooded trails in Driskell Park.

Next Steps:
Click or tap here to enter text.

Fiscal Impact:
City operating budget funds will support this event.

City Administrator Comments:
Recommend support.

Community Engagement:

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

Legal Review Required?
N/A

CITY OF HYATTSVILLE

PROCLAMATION

DECLARING APRIL 25, 2025, TO BE ARBOR DAY IN THE CITY OF HYATTSVILLE

Arbor Day is an opportunity to recognize and celebrate the important roles that trees play in enhancing community health and keeping the City of Hyattsville beautiful and environmentally sustainable.

WHEREAS, Arbor Day is dedicated to the planting of trees in our community, in order to support our environment and strengthen our community's quality of life; and

WHEREAS, the City of Hyattsville has a long-standing commitment to preserving and enhancing our urban forest and has been recognized as a Tree City USA by the Arbor Day Foundation for more than 30 years; and

WHEREAS, the City takes pride in being environmentally sustainable, in numerous practices and processes with the support of the City Arborist, Department of Public Works and the Hyattsville Shade Tree board; and

WHEREAS, this year the City will celebrate Arbor Day by planting trees with volunteers on April 19, 2025, beginning at 8:30 am at University Hills Duck Pond; and

WHEREAS, all residents, businesses, and community groups are encouraged to participate in Arbor Day celebrations and events, including tree plantings, educational programs, and volunteer opportunities, to help promote a healthy and sustainable urban tree canopy in our city;

NOW, THEREFORE BE IT RESOLVED, that the Mayor and Council of the City of Hyattsville proclaim Friday, April 25, 2025, to be Arbor Day, a day dedicated to celebrating the trees that make our city both beautiful and sustainable.

Robert Croslin
Mayor, City of Hyattsville

April 07, 2025





City of Hyattsville

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Agenda Item Report

File #: HCC-290-FY25

4/21/2025

7.a.

Submitted by: Dealon Lacroix
Submitting Department: Public Works
Agenda Section: Consent

Item Title:

Trolley Trailhead Park (The Spot) Landscaping

Suggested Action:

I move that the Mayor and Council authorize an expenditure not to exceed \$100,000 to SMC for landscaping for the Trolley Trailhead Park project, "The Spot," under their current contract with the City.

Summary Background:

In March 2023, the City proposed The Trolley Trailhead Placemaking project for the City owned parcels on Hamilton Street, where it connects to the Rhode Island Avenue Trolley Trail.

Neighborhood Design Center began public outreach for the project on Trolley Trail Day in June of 2023 and completed a concept that was presented to Council in Fall 2023. The Council approved a contract for the engineering, design, and permitting based on this concept, which is the basis of the design for which this equipment is being purchased.

The placemaking project is funded through a combination of ARPA funds, grant funding from DHCD, and City CIP funds. The Council authorized \$250,000 in ARPA funding to support the project. All authorized ARPA funds for this project have been encumbered. Additionally, the City was awarded \$681,655 in Maryland Department of Housing and Community Development (DHCD) funding initially towards a proposed parking garage on Hamilton Street but later modified to support the Trolley Trailhead Placemaking project.

This expenditure covers landscaping at The Spot. The DHCD grant does not allow funds to be used for landscaping. The cost of landscaping is the City's contribution toward the cost of this project, and funding will come from the FY25 CIP budget as adopted by Council.

Next Steps:

Issue PO and schedule work

Fiscal Impact:

NTE \$100,000

City Administrator Comments:

The City will make every effort to minimize these costs.

Community Engagement:

The public was provided in-person and online opportunities to provide feedback during the concept development process.

Strategic Goals:

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

Legal Review Required?

N/A



913 Ridgebrook Road | Suite 302 | Sparks, MD 21152
P: 410.785.0875 | www.mdswm.com | info@mdswm.com

TASK ORDER PROPOSAL

Date: November 1, 2024

To: City of Hyattsville
Lesley Riddle: lriddle@hyattsville.org, Hal Metzler: hmetzler@hyattsville.org
Priyanka Joshi: pjoshi@hyattsville.org, Dealon Lacroix: dlacroix@hyattsville.org,
Allie O'Neill: alliegoneill@gmail.com

Project: **Task Order #49 - Revised Phase 1**
The Spot Landscaping
SMC Project 20008CN49 - TO49

In accordance with your request, Stormwater Maintenance, LLC (dba SMC) is pleased to submit this Task Order proposal for the requested landscaping work at the above referenced site. This proposal is based on the drawings titled "95% Construction Documentation" received 10/24/2024 developed by Bradley Site Design Inc., specifications titled "Lawns and Grasses" and "Exterior Plants" received 07/15/2024, our correspondence with Allie O'Neill of the design team, and our understanding of the project at this time.

Generally, it is SMC's understanding that the City of Hyattsville (City) requests our team to furnish, install, and maintain the plantings for "The Spot" after the site work has been completed by others. This proposal limits topsoil installation to areas requiring sod only. Top soil in tree and shrub areas to be provided by others.

Scope of Services:

To this end, SMC proposes to furnish and install the following, per the above referenced plans and specifications:

Shredded Hardwood Bark Mulch	51	CY
Lawn Grass Sod	170	SY
Topsoil for Sod Installation - 5" Depth	25	CY
Gleditsia triacanthos inermis 'Shademaster' 2" Cal.	3	EA
Taxodium distichum 2" Cal.	1	EA
Amelanchier x grandiflora 'Autumn Brilliance' 2" Cal.	5	EA
Cornus x 'Rutgan' -1-3/4" Cal.	2	EA
Crataegus viridis 'Winter King' 2.5" Cal.	5	EA
Aronia Arbutifolia 'Brilliantissima' 2' Ht.	82	EA
Clethra alnifolia 'Sixteen Candles' 2' Ht.	29	EA
Cornus alba 'Jefreb' Little Rebel 3' Ht.	17	EA
Diervilla x G2X88544' 2.5' Ht.	51	EA
Fothergilla 'gardenli'. 2' Ht.	75	EA

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www.MdSWM.com

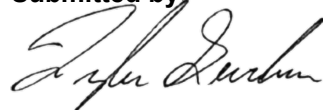
Hydrangea quercifolia. 3'Ht.	19	EA
Ilex glabra 'Shamrock' 1.5'	45	EA
Itea virginica 'Henry's Garnet' 2' Ht.	73	EA
Juniperus chinensis 'Sargentii' 2' Ht.	25	EA
Lindera benzoin 4' Ht.	5	EA
Physocarpus opifolius 'Diabolo' 3' Ht.	52	EA
Viburnum acerifolium 2' Ht.	27	EA
Weigela florida 'Vukozlyra' tm 1.5'	41	EA
Amsonia hubrichtii #1	75	EA
Carex testacea #1	102	EA
Chasmanthium latifolium #1	173	EA
Solidago rugosa #1	76	EA
2nd Year Warranty	1	LS
Tree/Shrub Shelters Installed & Removed	557	EA

Work proposed herein is limited to what is described in the above Scope of Services. 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

Cost: \$91,974.00 Lump sum

Submitted by:



Tyler Gardner, PE
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 _____, 2024.

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.

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Agenda Item Report

File #: HCC-303-FY25

4/21/2025

7.b.

Submitted by: David Cristeal

Submitting Department: Community & Economic Development

Agenda Section: Action

Item Title:

PES Contract Award RFP # CED02282025

Suggested Action:

I move that the Mayor and Council authorize the City Administrator to enter into a contract with Partners for Economic Solutions (PES) in an amount not to exceed \$59,000 for consulting services to evaluate and recommend strategies to preserve and/or expand the affordability of 4 rental communities in West Hyattsville. This initiative is funded by the MWCOG Housing Affordability Planning Program Grant. The contract is subject to the review and approval by the City Attorney for legal sufficiency.

Summary Background:

Consistent with the City's adopted Housing Action Plan (2021), the preservation and expansion of rental housing affordability is a necessary strategy to help low wage renter families remain in Hyattsville. In July of 2024, staff applied for a MWCOG HAPP grant to evaluate and recommend strategies to preserve and/or expand the affordability of 4 rental communities in West Hyattsville. In October of 2024, the Metropolitan Washington Council of Governments (MWCOG) awarded a Housing Affordability Planning Program (HAPP) grant of \$59,000 to the City for this purpose.

The City issued RFP# CED02282025, to seek consulting services that implement the HAPP grant and make recommendations that further its affordable housing goals and policies, especially pertaining to the preservation of existing rental apartments.

In response to the City's RFP, two consultants provided bids that met the requirements that were then reviewed by staff. Based on staff review, the City Administrator recommends awarding a Contract to Partners for Economic Solutions (PES) in an amount not to exceed \$59,000.00 to complete the work.

Next Steps:

Execute a Contract between the City and PES.

Staff will work with PES as they complete the work described in the RFP and Contract.

PES will prepare interim and final reports that will be presented to City leadership.

Fiscal Impact:

None - Grant Funded

City Administrator Comments:

The Housing Manager has been working hard to identify grant funding and other initiatives outlined in our housing affordability toolkit. Recommend approval.

Community Engagement:

Execution of this Contract is consistent with community engagement that occurred during the preparation of the City's Housing Action Plan as well as the most recent feedback from the Resident Satisfaction Survey.

Strategic Goals:

Goal 2 - Ensure the Long-Term Economic Viability of the City

Legal Review Required?

Pending



Memo

To: Tracey Douglas, City Administrator
Ron Brooks, City Treasurer

Thru: Jeff Ulysse, Acting CBED Director

From: David Cristeal

Date: April 11, 2025

Re: Award of \$58,705.00 to Partners for Economic Solutions (PES) for the purpose of providing financial feasibility for affordable housing preservation and expansion consulting services.

Introduction & Background:

The preservation and expansion of rental housing affordability is a necessary strategy to help low wage renter families remain in Hyattsville. In July of 2024, staff applied for a MWCOG HAPP grant to evaluate and recommend strategies to preserve and/or expand affordability of 4 rental communities in West Hyattsville. In October of 2024, the Metropolitan Washington Council of Governments (MWCOG) awarded a Housing Affordability Planning Program (HAPP) grant of \$59,000 to the City for this purpose. In February of 2025, the City issued RFP# CED02282025 seeking consulting services to implement the HAPP grant and make recommendations that further its affordable housing goals and policies. In response to the City's RFP, two consultants provided bids that met the requirements that were then reviewed by staff. Upon completion of the staff review, the recommendation is to award a Contract to PES in the amount of \$58,705.00 to complete the work.

Discussion:

The City received the HAPP grant to hire a consultant who will evaluate, provide funding feasibility strategies, and an implementation process for strengthening or expanding the affordability of four (4) transit and amenity rich naturally occurring affordable housing (NOAH) communities. These 4 communities are adjacent to recent and continuing development of market rate townhomes and apartments. If redeveloped into either market rate housing type, over 1,000 households living in these 4 apartment communities would be permanently displaced.

Specifically, the City's RFP described the following work tasks that would be completed by a recommended Consultant:

- Survey four (4) existing rental properties, gathering and preparing information on property conditions, investment history, rent history and updating market assumptions, tenant demographic information, and current and planned land use and zoning.
- Develop both preservation and redevelopment scenarios. This set of activities would include financial analysis and strategies with a focus on gap financing needed to provide deeply subsidized units (i.e. at 30%, 40% and 50% Area Median Income (AMI), or below a standard 60% AMI Low Income Housing Tax Credit (LIHTC) or 80% AMI workforce level).
- Assess potential challenges to both preservation and redevelopment scenarios; surveying sources of funding, including gap financing, legal and land use planning and zoning implications, and considering mitigating measures in the event of temporary displacement. Consider the conversion of market affordable rental to market affordable ownership (i.e. condominium or cooperative model).
- Provide a roadmap/blueprint for identifying future preservation/redevelopment sites in the specified target areas and implementation models/strategies. Detailed description of potential roles for City, County, State and federal partners. The feasibility analysis will also consider the effects of current and planned land use and zoning on the 4 properties. Identification of roadblocks and challenges to full and partial preservation funding strategies.

In response to the City's February 28, 2025, RFP, 2 consulting firms, submitted proposals:

1. Turquoise American LLC dba Delaware Consultants, based in Newark, DE; and,
2. Partners for Economic Solutions (PES) and Kramer Consulting Services (KCS); based in Washington, DC.

A review team of 4 staff members representing 3 City Departments reviewed the 2 applications. Based on this review, the staff team chose to interview one of the firms (PES). After the interview with PES, the staff team met to discuss their written and oral responses. Based upon this review, the staff team's consensus was to recommend awarding the City contract with them for the services as advertised in the RFP.

The staff team highlighted the following strengths of the PES/KCS team:

- Decades long, successful affordable housing and planning financial feasibility work with local governments throughout the DMV region (including previous work for the City of Hyattsville). References that included Prince George's County, Arlington County, and the City of Alexandria provided glowing reviews.
- A talented and capable staff team that includes both affordable housing, financial feasibility and property condition and construction cost expertise.
- A realistic work plan that can be completed in reasonable timeframe and cost (under the HAPP grant amount).

Recommendation & Next Steps:

That the Mayor and City Council authorize the City Administrator to sign a contract in the amount of \$58,705 with PES to complete the work as outlined in RFP # CED02282025.

The City Attorney and Treasurer have favorably reviewed the Contract between the City and PES (see attached). After the Contract has been signed, staff will work with PES to implement it and complete the work:

1. Work with PES to complete the work as defined in RFP # CED02282025.
2. Share interim and final report with the City Council.

Attachments:

Draft Contract between City of Hyattsville and PES.

CONTRACT FOR CONSULTING SERVICES

PARTNERS FOR ECONOMIC SOLUTIONS (PES) CITY OF HYATTSVILLE, MARYLAND

THIS AGREEMENT, hereinafter referred to as “Agreement,” is made this ____ day of _____ 2025, by and between the **CITY OF HYATTSVILLE**, a municipal corporation of the State of Maryland, located at , 4310 Gallatin Street Hyattsville, MD 20781 hereinafter referred to as “the City,” and **PARTNERS FOR ECONOMIC SOLUTIONS (PES)**, a consulting firm providing financial analysis and property condition information, located at 349 Cedar Street, NW in Washington, DC 20012, hereinafter referred to as “Contractor,” and both collectively referred to hereinafter as “the Parties.”

RECITALS

WHEREAS, one of the City’s priorities is to preserve existing rental housing and create more affordable rental housing, using a full range of financing and other resources.

WHEREAS, the City recognizes the particular challenges of preserving and creating affordable rental housing at and near transit and amenity rich locations.

WHEREAS, the City received a grant from the MWCOG to help it explore such preservation and creation options at several such located rental communities.

WHEREAS, the City desires to secure the services of a Contractor to assist it in the financial analysis and feasibility of affordable preservation and/or potential redevelopment of 4 apartment communities in west Hyattsville, hereinafter referred to as the “Project,” and

WHEREAS, the City conducted a Request for Proposal (RFP) process – RFP # CED02282025 - that resulted in the staff recommendation to award a Contract to PES to compete the “Project” work;

WHEREAS, the Mayor and City Council, by enacting Ordinance No. 2025-01, have authorized the City Administrator to enter into this Agreement in pursuit of the Project with said Contractor.

TERMS

NOW, THEREFORE, in consideration of the mutual promises of the Parties, and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 1. SCOPE OF SERVICES

1.1. During the term of this Agreement, Contractor agrees that it will have the following

responsibilities with respect to the Project:

1.1.1. Project Activities Required Under The Project

- Survey the four (4) existing rental properties, gathering and preparing information on property conditions, investment history, rent history and updating market assumptions, tenant demographic information, and current and planned land use and zoning.
- Developing both preservation and redevelopment scenarios. This set of activities would include financial analysis and strategies with a focus on gap financing needed to provide deeply subsidized units (i.e. at 30%, 40% and 50% Area Median Income (AMI), or below a standard 60% AMI Low Income Housing Tax Credit (LIHTC) or 80% AMI workforce level).
- Assessing potential challenges to both preservation and redevelopment scenarios; surveying sources of funding, including gap financing, legal and land use planning and zoning implications, and considering mitigating measures in the event of temporary displacement.
- Providing a roadmap/blueprint for identifying future preservation/redevelopment sites in the specified target areas and implementation models/strategies.

1.1.2 Project Deliverables

The expected deliverables of the above work would be a report containing the following information:

- 1) Key information about the 4 apartment communities (tenant and property – specific).
- 2) The feasibility of full and partial preservation includes gap-funding scenarios that provide long-term, affordable rents at the 30% to 80% AMI level and include tenant protection measures such as temporary relocation assistance. Consider the conversion of market affordable rental to market affordable ownership (i.e. condominium or cooperative model). Detailed description of potential roles for City, County, State and federal partners. The feasibility analysis will also consider the effects of current and planned land use and zoning on the 4 properties.
- 3) Identification of roadblocks and challenges to full and partial preservation funding strategies. It will also identify site specific strategies for preservation and redevelopment that would help the City develop and refine its own tools.
- 4) At least one meeting with representatives of the 4 properties.

1.2. The Project shall also include all other work as reasonably and additionally required by the City and agreed to by Contractor. Any such work shall be reduced to written form and will require the Parties to execute a modification to this Agreement as set forth in Section 5 of this Agreement.

SECTION 2. PERIOD OF PERFORMANCE

2.1. The effective term for this Agreement is for up to 9 months, commencing upon the execution of this Agreement.

- 2.2.** By agreement of the Parties, this Agreement may be renewed or extended for up to an additional six-month term following the expiration of the initial term of this Agreement. Continuation of Contractor's performance under this Agreement beyond the initial term is contingent upon, and subject to, the appropriation of funds and encumbrance of those appropriated funds for payments under this Agreement. If funds are not appropriated and encumbered to support the Contractor's continued performance in a subsequent fiscal period, Contractor's performance must end, without further cost to the City, upon the receipt of notice from the City. Contractor acknowledges that the City Administrator has no obligation to recommend, and the City Council has no obligation to appropriate, funds for this Agreement in subsequent fiscal years. Furthermore, the City has no obligation to encumber funds to this Agreement in subsequent fiscal years, even if appropriated funds may be available. Accordingly, for each subsequent contract term, Contractor must not undertake any performance under this Agreement until Contractor receives a purchase order or contract amendment from the City that authorizes Contractor to perform work for any subsequent term of this Agreement.
- 2.3.** Contractor agrees to perform all services required by this Agreement, including any modifications agreed to by the Parties, as expeditiously as is consistent with good professional skill and best industry practice.
- 2.4.** Time is of the essence and a critical factor in the successful execution of the terms of this Agreement.
- 2.5.** Contractor must not commence work under this Agreement until all conditions for commencement are met, including execution of this Agreement by the Parties, compliance with insurance requirements, and the issuance of any required notice to proceed.

SECTION 3. FEE FOR SERVICES

3.1. In exchange for these good and valuable services, Contractor will receive a fee not to exceed the amount of fifty-nine thousand dollars (\$59,000). The Parties may agree to an equitable adjustment of this fee as set forth in Section 5 of this Agreement.

~~**3.2.** The compensation due to Contractor under this Agreement shall not, in any event, exceed _____ Dollars (\$_____).~~

3.3. The City agrees to pay the fee contemplated in Subsection 3.1 to Contractor in _____ monthly installments in the amount of _____ (\$_____) per installment. The first monthly installment shall be paid one (1) month after the execution of this Agreement.

~~**3.4.** The City agrees to pay the fee contemplated in Subsection 3.1 to Contractor in a lump sum, after receiving an invoice from Contractor, and to pay said invoice within ____ days of receipt.~~

3.5. Contractor shall submit invoices to the City on a monthly basis. Invoices shall be based on time expended by Contractor to complete the tasks required under this Agreement. Invoices shall include the name of the assignment; a detailed description of the services provided; the results of the services; recommendations for future actions; the date; and the amount of time expended in providing the services. Payment will be made to Contractor within thirty (30) calendar days after the City's receipt of an invoice in a form deemed acceptable by the City. Payment will be contingent upon the City's verification that the work has been satisfactorily performed as determined by the City in its reasonable discretion. The City reserves the right to verify and approve the work represented by the invoice prior to payment of the invoice.

3.6. No payment by the City may be made, or is due, under this Agreement, unless funds for the payment have been appropriated and encumbered by the City.

SECTION 4. PRIORITY OF DOCUMENTS

4.1. The terms and conditions of this Agreement supersede any prior proposals or agreements.

4.2. The following documents are incorporated herein by reference into and made a part of this Agreement and are enumerated herein in the order of their legal precedence in the event of a conflict in their terms: (i) _____; (ii) _____; (iii) _____; and (iv) _____. In the event of a conflict in language between this Agreement and any of said documents, the terms of this Agreement shall control.

SECTION 5. CHANGES

5.1. Within the general scope of services, the City may unilaterally change the work, materials and services to be performed. The change must be in writing and within the general scope of this Agreement. In such cases, this Agreement will be modified to reflect any time or money adjustment Contractor is entitled to receive. Contractor shall not proceed with these changes (either additions or deletions) without a change order or amendment being signed by both the City and Contractor and an order or amendment stating, as applicable, the change in the work and an estimate of the time and/or cost involved in the change.

5.2. Any claim of Contractor for an adjustment in time or money due to change must be made in writing within thirty (30) days from the date the City notified Contractor of the change, or the claim is waived. Any failure to agree upon a time or money adjustment must be resolved under Section 11 of this Agreement. Contractor must proceed with the prosecution of the work as changed, even if there is an unresolved claim. No charge for any extra work, time or material will be allowed, except as provided in this Section.

5.3. The amount of any adjustment to this Agreement under this Section shall be a negotiated cost and fee.

5.4. This Agreement may only be amended or modified by a writing signed by the

Parties.

SECTION 6. NOTICES

6.1. Any required notices or other communications under this Agreement shall be in writing and personally delivered, mailed, delivered by a reputable overnight delivery service, or emailed. Notice via email may be considered official notice only if the receiving party acknowledges receipt via return email or email read receipt. Notices shall be addressed as follows:

If to Contractor: Anita Morrison
349 Cedar Street ; Washington DC 20012
Telephone: 202-621-9103
E-Mail: amorrisson@pesconsult.com

If to the City: David Cristeal
4310 Gallatin Street; Hyattsville, MD 20872
Telephone: 301-985-5085
Email: dcristeal@hyattsville.org

6.2 Either party may change the person or address for notices by written notice to the other party. Notices shall be deemed given when received or three business days after the notice is deposited, properly addressed and postage prepaid, in the United States mail or one business day after the notice is sent by a reputable overnight mail delivery service (such as, but not limited to, FedEx or UPS Next Day Delivery). For notices by email, the notice shall be deemed given on the day the recipient acknowledges receipt of the notice via return email or email read receipt. Rejection or other refusal to accept or inability to deliver because of changed address, of which no Notice has been given, shall constitute receipt of the Notice.

SECTION 7. CONTRACT ADMINISTRATION

7.1. For Contractor. Anita Morrison, is Contractor's Authorized Representative for this Agreement. Contractor's Authorized Representative shall act on behalf of Contractor on all matters pertaining to this Agreement. All matters and correspondence to Contractor pertaining to this Agreement shall be directed to the attention of Contractor's Authorized Representative. Contractor's Authorized Representative shall not be changed without prior written notice to and the agreement of the City.

7.2. For the City. David Cristeal, is the City Administrator's designee for purposes of this Agreement and shall act as the Contract Administrator in connection with this Agreement. The City's Contract Administrator may be changed at any time or from time to time by written notice to Contractor. The City's Contract Administrator is not authorized to make determinations (as opposed to recommendations) that alter, modify, terminate or cancel the contract, interpret ambiguities in the language of this Agreement, or waive any of the City's rights hereunder. The City's Contract Administrator is authorized to:

- 7.2.1.** Serve as liaison between the City and Contractor;
- 7.2.2.** Give direction to Contractor to ensure satisfactory and complete performance;
- 7.2.3.** Monitor and inspect Contractor's performance to ensure acceptable timeliness and quality;
- 7.2.4.** Serve as records custodian for this Agreement;
- 7.2.5.** Accept or reject Contractor's performance;
- 7.2.6.** Furnish timely written notice of Contractor's performance failures to the City Council, City Administrator, and/or City Attorney, as appropriate;
- 7.2.7.** Approve or reject invoices for payment;
- 7.2.8.** Recommend modifications or terminations of this Agreement; and
- 7.2.9.** Issue notices to proceed and task and purchase orders.

SECTION 8. TERMINATION

8.1. This Agreement may be terminated by the City, in whole or in part, upon written notice to Contractor, when the City determines that such termination is in its best interest. A termination for convenience is effective on the date specified in the City's written notice or, if the notice does not specify an effective date, then five (5) days after notice of termination is given by the City. Termination for convenience may entitle Contractor to payment for reasonable costs allocable to this Agreement for work or costs incurred by Contractor up to the date of termination. Contractor must not be paid compensation as a result of a termination for convenience that exceeds the amount encumbered to pay for work to be performed under this Agreement.

8.2. In the event of any of the circumstances set forth below, hereinafter referred to as "Default," the City may terminate the Agreement, in whole or in part, and from time to time:

8.2.1. Any fraudulent representation in an invoice or other verification required to obtain payment under this Agreement or other dishonesty on a material matter relating to the performance of services under this Agreement; and

8.2.2. Non-performance, incomplete service or performance, failure to make satisfactory progress in the prosecution of this Agreement, failure to satisfactorily perform any part of the work required under this Agreement or to comply with any provision of this Agreement, as determined by the City's Contract Administrator in his or her sole discretion, including:

8.2.2.1. Failing to commence work when notified.

8.2.2.2. Abandoning the work. Visual inspection by the City's Contract Administrator will serve as evidence of abandonment.

8.2.2.3. Subcontracting any part of work without the City's prior approval.

8.2.2.4. Receiving two written warnings of unsatisfactory or incomplete work or any other violation of the terms of this Agreement.

8.2.2.5. Failing to adhere to the required specifications for the work required under this Agreement.

8.2.3 Contractor, or any partner, member, principal or officer of Contractor, being criminally charged with an offense involving fraud, dishonesty or moral turpitude.

8.2.4 Contractor being adjudged bankrupt or making a general assignment for the benefit of creditor or if a receiver shall be appointed on account of Contractor's insolvency.

8.2.5 Failure to adhere to the terms of applicable city, county, state, and federal laws, ordinances, regulations, or stated public policy pertaining to the subject matter and performance of this Agreement, including but not limited to the following: the payment of all applicable taxes and withholding, compliance with equal opportunity employment and labor laws, and/or failure to obtain and/or comply with the terms and conditions of any required permits.

8.3. In the event of a Default, the City shall provide Contractor with a written notice to cure the Default. The termination for Default is effective on the date specified in the City's written notice. However, if the City determines that Default contributes to the curtailment of an essential service or poses an immediate threat to life, health, or property, the City may terminate this Agreement immediately upon issuing oral or written notice to Contractor without any prior notice or opportunity to cure. In addition to any other remedies provided by law or this Agreement, Contractor must compensate the City for additional costs that foreseeably would be incurred by the City, whether the costs are actually incurred or not, to obtain substitute performance.

8.4. Notice of any termination must be in writing, state the reason or reasons for the termination, and specify the effective date of the termination.

8.5. In the event of termination under Subsections 8.1 or 8.2, Contractor consents to the City's selection of another contractor of the City's choice to assist the City in any way in completing the Project. Contractor further agrees to cooperate and provide any information requested by the City in connection with the completion of the Project, including assignment of any contracting rights the City may require. Contractor consents to and authorizes the making of any reasonable changes to the design of the Project by the City and such other contractor as the

City may desire.

8.6. Any termination of this Agreement for cause that is later deemed to be unjustified shall be deemed a termination for convenience under Subsection 8.1.

SECTION 9. CERTIFICATIONS OF CONSULTANT

9.1. Contractor, and the individual executing this Agreement on 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 other consideration contingent on making this Agreement.

9.2. Contractor and the City represent and warrant that: (a) they have the full right and authority to enter into, execute, and perform the obligations required under this Agreement and that no pending or threatened claim or litigation known by them would have a material adverse impact on their ability to perform as required under this Agreement; (b) they have accurately identified themselves and have not provided any inaccurate information about themselves or the Project; and (c) they are entities authorized under the laws of the State of Maryland to do business within the State.

9.3. Contractor warrants and represents: that it is the sole entity, directly or indirectly, interested in compensation for the delivery of the services and work product awarded, and to be performed under this Agreement; that any proposal upon which this Agreement was based was made without any connection with or common interest in the profits with any undisclosed persons or entity; that this Agreement is fair and made without collusion or fraud; that no employee or official of the City is directly or indirectly interested therein; that none of its officers, directors, or partners or employees directly involved in obtaining contracts or performing any part of the work required under this Agreement has been convicted of bribery, attempted bribery, or conspiracy to bribe under any federal, state, or local law.

9.4. Contractor agrees to comply with all applicable City, county, state, and federal laws and regulations regarding employment discrimination. Contractor assures the City that it does not, and agrees that it will not, discriminate in any manner on the basis of race, color, religion, ancestry, national origin, age, sex, marital status, disability, sexual orientation, and gender identity.

9.5. Contractor certifies that all information Contractor has provided or will provide to the City is true and correct and can be relied upon by the City in awarding, modifying, making payments, or taking any other action with respect to this Agreement including resolving claims and disputes. Any false or misleading information is a ground for the City to terminate this Agreement for cause and to pursue any other appropriate remedy. Contractor certifies that Contractor's accounting system conforms with generally accepted accounting principles, is sufficient to comply with Contractor's budgetary and financial obligations and is sufficient to produce reliable financial information.

SECTION 10. INDEMNIFICATION

10.1. Contractor is responsible for any loss, personal injury, death and any other damage (including incidental and consequential) arising out of, incident to, or caused by reason of Contractor's negligence, malfeasance or failure to perform any contractual obligations. Contractor must indemnify and hold the City harmless from any loss, cost, damage, and other expenses, including attorney's fees and litigation expenses, arising out of, incident to, or caused by Contractor's negligence, malfeasance or failure to perform any of its contractual obligations. If requested by the City, Contractor must defend the City in any action or suit brought against the City arising out of Contractor's negligence, errors, acts or omissions under this Agreement. The negligence or malfeasance of any agent, subcontractor or employee of Contractor is deemed to be the negligence or malfeasance of Contractor. For the purposes of this Subsection, City includes its commissions, departments, agencies, agents, officials, and employees.

If Contractor will be preparing, displaying, publicly performing, reproducing, or otherwise using, in any manner or form, any information, document, or material that is subject to a copyright, trademark, patent, or other property or privacy right, then Contractor must: obtain all necessary licenses, authorizations, and approvals related to its use; include the City in any approval, authorization, or license related to its use; and indemnify and hold harmless the City related to Contractor's alleged infringing or otherwise improper or unauthorized use. Accordingly, Contractor must protect, indemnify, and hold harmless the City from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits, or actions, and attorneys' fees and the costs of the defense of the City, in any suit, including appeals, based upon or arising out of any allegation of infringement, violation, unauthorized use, or conversion of any patent, copyright, trademark or trade name, license, proprietary right, or other related property or privacy interest in connection with, or as a result of, this Agreement or the performance by Contractor of any of its activities or obligations under this Agreement.

10.2. Contractor further agrees to notify the City in writing within ten (10) days of receipt of any claim or notice of any claim made by third parties against Contractor or any subcontractor regarding the services and work provided to the City under this Agreement. Contractor shall provide the City copies of all claims, notices of claims, and all pleadings and motions filed therein as the matter progresses. This Section 10 shall survive termination of this Agreement for a period of three (3) years and six (6) months after the termination date.

SECTION 11. DISPUTES

11.1. Any dispute arising under this Agreement which is not resolved by an agreement between the Parties shall be decided by the City Administrator, after reasonable opportunity is provided for the Parties to provide written documentation supporting their position. Pending final resolution of a dispute, except for a termination of this Agreement by the City, Contractor must proceed diligently with performance under this Agreement. A claim must be in writing, for specific relief, or for a sum certain if the claim is for money, and any requested money or other relief must be fully supported by all relevant calculations, including cost and pricing information, records, and other information.

11.2. A decision by the City Administrator or his or her designee under the dispute procedure set forth in this Section shall be a condition precedent to suit being filed by any party. For purposes of any litigation involving this Agreement, exclusive venue and jurisdiction shall be in the Circuit Court for Prince George's County, Maryland or in the District Court of Maryland sitting in Prince George's County.

SECTION 12. INSURANCE

12.1. Contractor shall obtain and maintain liability insurance coverage at Contractor's own expense. Contractor shall, within thirty (30) 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 coverage as set forth more fully herein below with a deductible no greater than _____ Dollars (\$____), except as specified in Subsection 12.1.3. Contractor shall be fully and completely responsible to pay the deductible. Unless waived in writing by the City, the Certificate shall bear and 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, City of Hyattsville, 4310 Gallatin Street Hyattsville, MD 20781.'"

Contractor shall, throughout the term of this Agreement, maintain commercial general liability insurance, automobile liability insurance, professional liability insurance, and workers' compensation insurance in the following amounts and shall submit an insurance certificate, as set forth above, as proof of coverage prior to the final approval of this Agreement:

12.1.1. Commercial general liability insurance with a minimum combined single limit of _____ Dollars (\$____) for bodily injury and property damage per occurrence including contractual liability, premises and operations, and independent contractors and products liability.

12.1.2. Automobile liability insurance with coverage for bodily injury of at least _____ Dollars (\$____) per person, at least _____ Dollars (\$____) per occurrence, and coverage for property damage of at least _____ Dollars (\$____) per occurrence.

12.1.3. Professional liability insurance with coverage for errors, omissions, and negligent acts, with a maximum deductible of _____ Dollars (\$____), of at least _____ Dollars (\$____) per claim in the aggregate within one year of such errors, omissions, or negligent acts being discovered. **[This provision may be omitted if the agreement is not for professional services.]**

12.1.4. Workers' compensation insurance with coverage limits of at least _____ Dollars (\$____) per bodily injury by accident and coverage

for disease of at least _____ Dollars (\$ _____) per employee and at least _____ Dollars (\$ _____) in the aggregate.

12.1.5. Cyber liability insurance in the amount of _____ Dollars (\$ _____) per claim and _____ Dollars (\$ _____) in the aggregate. **[This provision may be omitted, depending on the nature of services.]**

12.2. All policies of insurances shall be underwritten by companies licensed to do business in the State of Maryland.

12.3. The City is not responsible for any damage or loss of property or materials stored on or within facilities owned by the City. Contractor shall provide necessary insurance coverage for such losses or shall assume full risk for replacement cost for its own property or materials and that owned by its subcontractors.

12.4. Contractor shall assure that all subcontractors carry identical coverage as required by this Section 12, either individually or as an additional insured on Contractor's policies. Exceptions may be made only with the written approval of the City.

SECTION 13. SET OFF

13.1. In the event that Contractor shall owe an obligation of any type whatsoever to the City at any time during the term of this Agreement, or after the termination of the relationship created hereunder, the City shall have the right to offset any amount so owed to Contractor against any compensation due to Contractor for the provision of goods and services covered by the terms of this Agreement.

SECTION 14. APPLICABLE LAW

14.1. 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 that they have or may have to bring such elsewhere.

SECTION 15. RECORD AND AUDIT

15.1. Contractor shall maintain books, records, documents, and other evidence directly pertinent to costs, estimates and performance under this Agreement or required under any federal, state, or local rule or regulation, in accordance with accepted professional practice, appropriate accounting procedures, and practices. The City, or any of its duly authorized representatives, shall

have access to such books, records, documents, and other evidence for the purpose of inspection, audit and copying. Contractor will provide proper facilities for such access and inspection.

15.2. Records referred to under Subsection 15.1 shall be maintained and made available during performance under this Agreement and until six (6) years from the date of final completion of the Project. In addition, those records that relate to any dispute or litigation, to the settlement of claims arising out of such performance, or to costs or items to which an audit exception has been taken shall be maintained and available until six (6) years after the date upon which any such dispute, litigation, claim, or exception is resolved.

15.3. Contractor shall include the provisions of this Section 15 in every subcontract Contractor enters into relating to this Project.

15.4. All proprietary information furnished by Contractor in connection with this Agreement, but not developed as a result of work under this Agreement or under prior agreements between the City and Contractor, shall be held confidential by the City, and returned to Contractor within thirty (30) days of the completion of the services or the conclusion of litigation wherein Contractor's services were provided. All inventions, techniques, and improvements held by Contractor to be proprietary or trade secrets of Contractor prior to any use on behalf of the City, as well as all inventions, techniques, and improvements developed by Contractor, independent of the services rendered to the City under this Agreement, remain the property of Contractor.

SECTION 16. MISCELLANEOUS

16.1. The recitals above are hereby incorporated into this Agreement.

16.2. If any term or provision of this Agreement or applications thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remaining terms and provisions of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

16.3. This Agreement and any rights or obligations under this Agreement may not be assigned or subcontracted by Contractor without the prior written consent of the City and any attempted assignment or subcontracting without such prior written consent shall be void.

16.4. 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.

16.5. 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. Notwithstanding any provisions to the contrary in any contract terms or conditions unilaterally supplied by Contractor, the terms of this Agreement supersede Contractor's terms and conditions, in the event of any inconsistency.

16.6. All section and paragraph captions, marginal references, and table of contents in this Agreement are inserted only as a matter of convenience, and in no way amplify, define, limit, construe, or describe the scope or intent of this Agreement nor in any way affect this Agreement.

16.7. Neither the City nor Contractor has made any representations or promises with respect to the Project except as expressly set forth herein.

16.8. The neuter, feminine, or masculine pronoun when used herein shall each include each of the other genders and the use of the singular shall include the plural.

16.9. This Agreement shall not be construed in favor or against either party on the basis that it was drafted by the City.

16.10. The waiver of any breach of this Agreement shall not be held to be a waiver of any other or subsequent breach. Any waiver by the City of a requirement of this Agreement, including without limitation, any requirement that a notice be made in writing or that a notice or submission be made within a certain time, shall not operate as a waiver of the same or any other requirement of this Agreement, in any other circumstance or at any other time.

16.11. This Agreement shall not confer any rights or remedies upon any person other than the Parties and their respective successors and permitted assigns.

16.12. Contractor agrees to perform its services under this Agreement in such manner and at such times that the 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 that may be deemed necessary by the City.

16.13. Contractor shall be considered, for all purposes relating to this Agreement, an independent Contractor. Contractor agrees that it is not an agent of the City and shall have no right or authority to enter into any agreements or otherwise bind the City or create any obligations on behalf of the City with any other parties. Nothing contained in this Agreement will be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship between the City and Contractor.

16.14. This Agreement may be executed electronically and in counterparts. All such counterparts will constitute the same agreement and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by email and, upon receipt, will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter.

[The remainder of this page is intentionally left blank—signature page follows.]

DRAFT

IN WITNESS WHEREOF, the City and Contractor have executed this Agreement as of the date first written above.

Witness: _____ :

By: _____

By: _____

_____ Date

Witness:

City of Hyattsville

By: _____

By: _____

_____ Date

4888-2509-5398, v. 1

DRAFT



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-308-FY25

4/21/2025

7.c.

Submitted by: Dealon Lacroix
Submitting Department: Public Works
Agenda Section: Consent

Item Title:

Change Order - Bry's Lawn Care Tree Planting

Suggested Action:

I move that the Mayor and Council authorize the City Administrator to exercise a change order in an amount not to exceed \$30,000 for the term of the existing contract with Bry's Lawn Care and Landscaping, expiring April 2026.

Summary Background:

In February 2023, City staff issued a Request for Proposals (RFP) for city-wide tree planting and related services. Bry's Lawn Care and Landscaping was one of three firms awarded a contract in April 2023. The contract term is for three (3) years with two (2) optional one-year extensions. The contract is entering its third term and will expire in April 2026.

The original contract value of \$100,000 has been fully expended. A change order in an amount not to exceed \$30,000 will provide the funding necessary for Bry's to provide ongoing tree care through April 2026.

Last year, Bry's planted 217 trees as part of the Hyattsville Tree Canopy Restoration Project. Providing care for those trees will be part of the legacy costs of this ARPA-funded project. Watering services are crucial to protecting the City's investment in its tree canopy. Increasing the contract value will allow City staff to continue using Bry's to provide ongoing care of these trees for the remainder of their three (3) year contract term. Should the City wish to continue utilizing Bry's beyond April 2026, they may exercise the optional extension(s) and request additional funding at that time.

Next Steps:

Issue change order.

Fiscal Impact:

NTE \$30,000

City Administrator Comments:

Recommend support.

Community Engagement:

N/A

Strategic Goals:

Goal 3 - Promote a Safe and Vibrant Community

Legal Review Required?

N/A

CITY OF HYATTSVILLE AGREEMENT
Tree Planting
Contractor: Bry's Lawn Care and Landscaping
Contract No.: DPW23-001C

THIS AGREEMENT is made this 7 day of April 2023, by and between **THE CITY OF HYATTSVILLE**, a municipal corporation of the State of Maryland, hereinafter referred to as the "City," and Casey Trees, hereinafter referred to as "Contractor."

RECITALS

WHEREAS, on February 9, 2023, the City issued a Request for Proposals, RFP #DPW23-001 (the "RFP"), in which it sought proposals regarding tree planting services;

WHEREAS, the Contractor submitted a response to the RFP on February 20, 2023;

WHEREAS, the closing date of the RFP, *i.e.*, March 3, 2023, has passed;

WHEREAS, after careful consideration of all the proposals submitted to the City, in response to the RFP, the City has determined that acceptance of Contractor's proposal is in the City's best interest;

WHEREAS, the Hyattsville City Council authorized the City Administrator to enter a contract regarding Tree Planting Services (hereinafter, the "Project"); 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 a site visit and the RFP and all the 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, in the Request for Proposal dated February 9, 2023, and related documents, as well as all other work as reasonably required by the City.

ARTICLE II. PERIOD OF PERFORMANCE

Contractor agrees to commence work immediately upon execution of this Agreement 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. Time is a critical factor in the successful execution of the terms of this Agreement. This agreement will expire three (3) years after the date of execution. The City, at its sole discretion, may extend this agreement by one (1) additional year up to a maximum of two (2) times.

ARTICLE III. FEE FOR SERVICES

In exchange for these good and valuable services Contractor will be paid on a per-unit basis as set forth in Contractor's February 20, 2023 proposal rate sheet, but in no event shall the total amount paid to Contractor for Department of Public Works Tree Planting exceed One Hundred Thousand Dollars (\$100,000.00) over the life of this Agreement.

ARTICLE IV. THE CONTRACT DOCUMENTS

This Agreement and the following enumerated documents form the entire Agreement 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 this Agreement 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. RFP #DPW23-001 dated February 9, 2023; and

C. Contractor Proposal dated February 23, 2023.

ARTICLE V. CONTRACTOR SERVICES

As directed by the City, Contractor shall:

A. Be responsible for the construction and installation of Tree Planting Services at various locations throughout the City. This shall include furnishing all equipment, tools, materials, appurtenances, labor, skill, and experience/knowledge required to complete the installation.

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, 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 their 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.

ARTICLE VI. CITY'S RESPONSIBILITY

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

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

ARTICLE VII. COOPERATION

Contractor agrees to perform its services under this Agreement 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

The 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 all electronic files generated by the Contractor in the performance of its duties pursuant to this Agreement.

A. In the case of future reuse of the documents, the City reserves the right to negotiate with the 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. The City may waive specific minor provisions of the Agreement on Contractor's request in the interest of expediting this Agreement. Such waiver shall not constitute a waiver of any liability ensuing therefrom.

C. Except as otherwise provided in the contract documents, the City Administrator, shall decide all disputes after consultation with the 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 Agreement 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 overwork 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 more than what the City would have paid 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 the City, which causes any change, shall be treated as a change order under this clause, provided that Contractor gives the 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 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 a 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 bind themselves, 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 One Million Dollars (\$1,000,000.00) for each occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate, where insurance aggregates apply;

2. Property damage liability insurance with limits of One Million Dollars (\$1,000,000.00) for each occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate, where aggregates apply; and

3. Commercial automobile liability insurance for owners, non-owned and hired automobiles, with a combined single limit for bodily injury and property damages of at least One Million Dollars (\$1,000,000).

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. The 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 Agreement. 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 this Agreement.

ARTICLE XVI. ADA COMPLIANCE

In the performance of this Agreement for public works construction projects, or where there is an ADA component involved, 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. Contractor hereby indemnifies and holds harmless the City from damages and costs arising from any claim that Contractor has failed to conform to the applicable provisions of the Americans with Disabilities Act.

ARTICLE XVII. CERTIFICATIONS OF CONTRACTOR

Contractor and the individual executing this Agreement on 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

If 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 Contractor against any compensation due to 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 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 Contractor hereby covenants represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of 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 have 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.

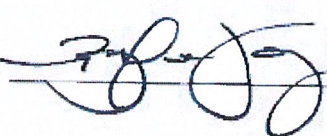
[The remainder of this page is intentionally left blank—signature page follows]

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.

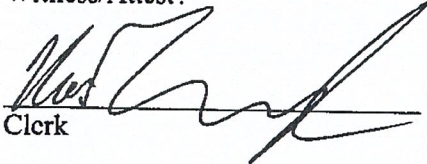
Witness/Attest:



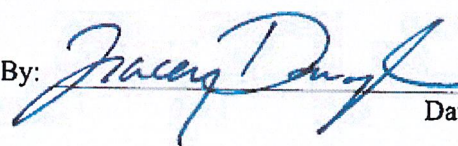
Bry's Lawn Care and Landscaping, LLC

By:  04/5/23 (SEAL)
Date

Witness/Attest:


Clerk

The City of Hyattsville

By:  4/7/23 (SEAL)
Date



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-304-FY25

4/21/2025

8.a.

Submitted by: David Cristeal

Submitting Department: Community & Economic Development

Agenda Section: Action

Item Title:

Pennrose - Sanctuary at Hyattsville Crossing request of a Payment in Lieu of Taxes (PILOT) Letter of Intent (LOI)

Suggested Action:

I move that the City Council authorize the Mayor to send a Letter of Intent (LOI) in support of the proposed Payment in Lieu of Taxes (PILOT) for the Pennrose - Sanctuary at Hyattsville Crossing development project.

Summary Background:

Pennrose is requesting a Payment in Lieu of Taxes (PILOT) from the City of Hyattsville. It is requesting a PILOT to complete a comprehensive finance package that would support the development of the Sanctuary at Hyattsville Crossing, a proposed 120-unit affordable rental community. This new apartment community, as presented to the City Council at its April 5th meeting, would be located on an underutilized portion of the First United Methodist Church (FUMC) property.

Pennrose is requesting a PILOT that would reduce the estimated annual City taxes on the 120-unit development from \$61,042.47 to \$15,682.47, and for a period of 40 years. This property currently pays no City taxes and therefore, the requested PILOT would not result in a loss in tax revenue.

As timing is of the essence, in lieu of preparing and presenting a draft PILOT Ordinance at this time, staff has prepared a Letter of Intent (LOI), that memorializes the City's support for this proposed affordable housing development and its intention to consider and support a PILOT at a future City Council meeting. Based on a 'best case scenario' where Pennrose obtains necessary funding and entitlements in the next 6 to 12 months, it would need the City's PILOT Ordinance request to occur between May and November 2026.

The LOI, attached as part of this Agenda Packet, describes terms and conditions under which a PILOT Ordinance for the proposed affordable apartment community would be considered by the City Council.

Next Steps:

1. If approved by the City Council, staff will continue working with Pennrose and its partners to secure the additional financing from its other sources.
2. The City will likely apply for the State Department of Housing and Community Development (DHCD) grant funds to support this development (anticipated end of June application deadline).
3. Staff would bring a draft PILOT Ordinance for the City Council consideration at a future date (anticipated to occur between May and November of 2026).

Fiscal Impact:

If Pennrose is successful in developing this affordable rental community as proposed, the City would receive an estimated \$15,682.47/year.

City Administrator Comments:

TBD

Community Engagement:

The City's Planning Committee will review this item at its April 17, 2025, meeting.

Strategic Goals:

Goal 2 - Ensure the Long-Term Economic Viability of the City

Legal Review Required?

Pending

Robert S. Croslin
Mayor



Tracey E. Douglas
City Administrator

April 22, 2025

Mr. Patrick Bateman
Senior Developer
Pennrose, LLC
1501 St. Paul Street; Suite 118
Baltimore, MD 21202

Email: pbatemen@pennrose.com

RE: PILOT Program - Sanctuary at Hyattsville Crossing

Dear Mr. Bateman:

On behalf of the Hyattsville City Council, I write to express the City's support of Sanctuary at Hyattsville Crossing (the "Development") to be developed by Pennrose (the "Developer"). The Development will have 120 total units of newly constructed affordable rental homes: 50 units for families and 70 units for seniors. It is located at 6201 Belcrest Road, Hyattsville, Prince George's County, Maryland.

Pennrose has requested a Payment in Lieu of Taxes (PILOT) from the City in order to support this proposed new development of 120 affordable homes for families and seniors.

The City recognizes that there is a significant need for decent, safe, and sanitary housing within Hyattsville for families and seniors with low or limited and fixed incomes. Pursuant to mapping data available from the State of Maryland Department of Housing and Community Development ("MD DHCD"), it is understood that the proposed site of the Development is within the State of Maryland Priority Funding Area.

It is my understanding that the Developer has also submitted this Development to Prince George's County Department of Housing and Community Development (PG-DHCD) for loan funds and a PILOT. Furthermore, the Developer intends to submit an application to the State of Maryland's Department of Housing and Community Development (MD-DHCD) for 4% Low-Income Housing Tax Credits ("LIHTC") and bond financing to support the 70-unit affordable senior component and also to MD-DHCD for competitive 9% LIHTC. The City also supports the Developer in those efforts.

In furtherance of the application for financing from both Prince George’s County and MD DHCD, the City hereby provides its preliminary approval of your request for a Payment in Lieu of Taxes (“PILOT”) agreement for the Development. The PILOT will be structured to have a value of at least \$378.00 per affordable unit per year for at least 40 years. Please note that final approval, terms, and conditions of the PILOT are subject to review and underwriting by the City’s Treasurer and Department of Community, Business, and Economic Development, City Attorney, and final approval by the Hyattsville City Council.

This letter of support is indicative of the City’s strong support for the Development and the importance placed on providing quality, affordable housing for our residents. This letter of support will terminate within 18 months of the date hereof, unless the City, in its sole discretion, chooses to extend this letter by giving written notice of such an extension to the Developer. Should you have any questions or require further information, please contact David Cristeal (dcristeal@hyattsville.org).

Sincerely,

Robert S. Croslin
Mayor

cc: Ms. Aspasia Xypolia, Director, Prince George’s County Department of Housing and Community Development (PG-DHCD)
Mr. Jake Day, Secretary, Maryland Department of Housing and Community Development (MD-DHCD)
Hyattsville City Council
Tracey Douglas, City Administrator

March 20, 2025

Robert Croslin, Mayor
City of Hyattsville
4310 Gallatin Street
Hyattsville, MD 20781

RE: Payment in Lieu of Taxes – Sanctuary at Hyattsville Crossing Development

Dear Mayor Croslin,

Pennrose, in partnership with Sanctuary AP3, and with the strong support of the First United Methodist Church of Hyattsville, is pleased to submit two applications for payments in lieu of taxes for this exciting development. The development will utilize a large portion of the existing church's 8.17-acre site and is ideally located directly across the street from the Hyattsville Crossing Metro Station.

The development calls for two separate projects to be built on site—one built with the 9% Low Income Housing Tax Credit (“LIHTC”) and the other with the 4% LIHTC. The “twin” projects will move forward concurrently to provide 120 affordable new housing units containing a mix of studio, one, two, and three-bedroom apartments. The two projects will seek to serve different populations; the 9% project will serve 50 families earning between 20%-60% of the area median income, as well as between eight and fifteen permanent supportive housing (“PSH”) units for persons experiencing homelessness, subject to a previously applied-for HUD grant to support the construction of said units. The 4% project will consist of a 4-story elevator building, offering 70 age-restricted apartments primarily serving seniors earning up to 60% AMI. The 4% project will also potentially offer additional PSH units, also subject to the HUD grant award. The project looks to acquire the necessary financing commitments and to submit a 9% LIHTC application in the upcoming competitive round, due to Maryland DHCD in May 2025.

This application constitutes a request for a Payment in Lieu of Taxes (“PILOT”) for both projects. A commensurate PILOT request for each project is also being presented to PG DHCD for consideration. PG DHCD allows a maximum abatement request of \$600 per affordable unit per year on county taxes, which leaves a projected remaining payment per affordable unit of \$240 on the 9% project and \$183 on the 4% project. This is a projected reduction of county taxes of 71.4% on the 9% project and 76.6% on the 4% project. The development team is requesting a relief in taxes from the City of Hyattsville in the same amount for each of these projects. Due to the City’s slightly lower tax rate, this translates to a monetary reduction of \$378 per affordable unit per year on each project. **As such, the development team is requesting a payment in lieu of taxes of \$152 per affordable per unit per year on the 9% project and \$116 per affordable unit per year on the 4% project, each agreement with a term of 40 years** (same term as the county PILOT). This translates to a year-one tax reduction of \$18,900 on the 9% project and a \$26,460 on the 4% project.

Although the reduction in taxes may seem significant, it is worth noting that the City of Hyattsville currently receives no tax payment from the church located on this tax parcel. The new, realized revenue to the city will be a projected total of \$15,682 between both projects in year one, increasing each year after that during the PILOT term. As long as the very healthy and active church remains, the development of low-income housing is the best and only use of this excess church land. Further, by modeling this request off the established PG DHCD PILOT program, it is ensured that the city and county fairly share the burden of supporting this important project. This

will also allow the city to leverage the county's process, documentation and methodology to streamline the process and reduce city staff time in executing these PILOTs.

The development and the church are thrilled about the possibility of this project moving forward, and its ability to provide 120-units of new affordable rental housing at a TOD site located in Hyattsville. We truly appreciate the City of Hyattsville's support thus far and look forward to executing on this pivotal and transformative project.

Sincerely,



Patrick Bateman
Pennrose, LLC



Memo

To: Tracey Douglas, City Administrator
Ron Brooks, City Treasurer

Thru: Jeff Ulysse, Acting CBED Director

From: David Cristeal

Date: April 11, 2025

Re: Pennrose Request for City Payment in Lieu of Taxes (PILOT) for the development of Sanctuary at Hyattsville Crossing – Letter of Intent (LOI)

Introduction:

Pennrose is requesting a Payment in Lieu of Taxes (PILOT) from the City of Hyattsville. It is requesting a PILOT to complete a comprehensive finance package that would support the development of the Sanctuary at Hyattsville Crossing, a proposed 120-unit affordable rental community.

An experienced developer of affordable rental housing, Pennrose has partnered with the First United Methodist Church (FUMC) and Sanctuary AP3 on this proposed new development. If successful in obtaining the necessary financing and entitlements, Pennrose would build and manage a rental community of 120 apartments. This new apartment community would consist of 2 components, a 70-unit senior building and a 50-unit family building. As presented at the April 5, 2025, City Council meeting, this proposed development would be located on an underutilized portion of the FUMC property.

Background:

Pennrose is requesting a PILOT from the City, as well as financing from a wide range of other sources to meet the acute need for affordable rental housing in relatively high-cost areas of Prince George's County like Hyattsville:

- Half of all Hyattsville renter households are cost burdened, meaning they pay more than 30% of their income on rent + utilities.
- Renters with lower incomes have a high incidence of being cost burdened, as 91% of renters earning less than \$50,000/year are cost burdened.

- New market rate apartments are more expensive than the median rent, with 2-bedroom units in newer apartment complexes renting in the \$2,300-\$3,000 range.

The City currently has only 4 affordable rental communities with 432 units (out of a total multifamily rental supply of approximately 5,300 units). One of the 4 affordable rental communities, Montgomery Housing Partnership's (MHP's) Parkview Manor Apartments, received a City PILOT in 2017. The 15-year PILOT helped MHP purchase and renovate its 53-unit apartment complex.

Sanctuary at Hyattsville Crossing:

The proposed development would provide affordable rental homes for 120 low-income seniors and family households. All 120 households would have monthly rents ranging from \$380 to \$2,097. These rents would be affordable for households earning between 20% to 60% of the Median Income Area (AMI). This income range translates to incomes from approximately \$20,000/year to \$80,000/year (rents are based on both tenant incomes and their household size).

The proposed development is in a highly desirable location, just east of the amenity and transit rich, Hyattsville Crossing area. The location is walkable to shopping, employment, elementary and middle schools, the Metro, and other public amenities (library and future multi-generational community center).

Payment in lieu of Taxes (PILOT):

A Payment in lieu of Taxes, or PILOT, is used to provide an incentive to a developer to undertake and complete specific projects, like affordable housing. In this case, a PILOT is ultimately a reduced property tax payment for an agreed upon amount and timeframe instead of paying the standard tax amount over the lifespan of a property (typically a reduction in taxes that would be paid by the property). However, the property owner pays the full amount of the property taxes that would have been due. After the owner pays the full amount of the taxes to the City, the City in turn reimburses the owner for the PILOT (the difference between the amount of taxes that would have been due and the agreed to amount of the new amount of taxes due).

Pennrose is requesting a PILOT that would reduce the estimated annual City taxes on the 120-unit development from \$61,042.47 to \$15,682.47, and for a period of 40 years.¹ Pennrose is requesting this timeframe as its other financing requests are for the same timeframe (i.e. a PILOT from Prince George's County and below market rate loans with 40-year terms from Prince George's County, from the State of Maryland, and likely other sources such as the Federal Home Loan Bank (FHLB)). It is important to note that this property, occupied by the First United Methodist Church, currently pays no City taxes. Therefore, the requested PILOT would not result in a net loss in tax revenue as it currently pays no City property taxes.

A City PILOT, along with a County PILOT, would lower the total operating costs of the apartment community, that Pennrose estimates, would rise faster than tenant incomes over the 40-year period. Therefore, the City's PILOT would be a tool to enhance the property's long-term viability, freeing up funds

¹ Given these figures, Pennrose would pay the City the estimated full amount of taxes due, or \$61,042.47. Then the City would reimburse Pennrose in the amount of \$45,360.00. This leaves Pennrose with an annual tax actually paid of \$15,682.47 (for the anticipated 40-year period).

for maintenance and other property amenities. As noted above, the City has experience with PILOTs as it has been providing one for the affordable rental community of Parkview Manor (since 2017).

Pennrose is seeking support from the City Council, in the form of a PILOT, to support the long-term financial viability of the proposed affordable rental community of 120 homes. The City's support for a future PILOT would also help leverage its funding applications to the County, the State, and the federal government.

Pennrose and its project team are now preparing applications for funding from the County, State, federal, and private sources. They anticipate submitting all their financing applications by the middle of calendar year 2025. Simultaneously, they are working with staff at the Maryland National Capital Park and Planning Commission (MNCPP) to submit applications for needed entitlements. Pennrose is pursuing a text amendment for a zoning change. The property is currently zoned RSF-55 and would be amended to RTO-H-E, which allows family housing. They estimate that the text amendment will be approved this fall.

As Pennrose is seeking a PILOT from the City, it will need to draft a resolution and subsequent Ordinance in consultation with the City Treasurer and Director of Community and Economic Development authorizing the City Council to establish it (the PILOT). Based on Pennrose's funding and entitlement applications, it estimates that the City would need to consider the PILOT Ordinance between May 2026 and November 2026 (or 12 to 18 months from now).

Planning Committee Consideration:

At its Tuesday, April 15 meeting, the Planning Committee received the Pennrose' presentation and PILOT request. All attending Committee members asked Pennrose a wide range of questions about the proposed development as well as their experience with affordable, supported, and senior housing. How will this housing address homelessness in Hyattsville? How long does Pennrose intend to own and operate the property if completed as planned? What type of services would tenants receive and who would provide them? Describe access to and from the property and how it would be parked? – to list several examples. Overall, the Committee supports the PILOT request because of the affordable housing needs that would be addressed by the proposed development (there was one Committee member who did not support the PILOT request). The committee generated the following comments and recommendations for consideration by the City Council:

The Planning Committee supports the request for a Letter of Intent related to the proposed Payment In Lieu of Taxes (PILOT) agreement to support the Sanctuary at Hyattsville Crossing development project.

The Planning Committee would also like to note a concern regarding the level of services required by the prospective occupant group and would encourage coordination to ensure that adequate and reliable services—including those that maybe needed on a 24/7 basis—can be provided without disruption.

Letter of Intent (LOI):

As timing is of the essence, in lieu of preparing a draft PILOT Ordinance at this time, staff has prepared a Letter of Intent (LOI), that memorializes the City's support for this proposed affordable housing development and its intention to consider and support a PILOT at a future City Council meeting. Based

on a 'best case scenario' where Pennrose obtains necessary funding and entitlements in the next 6 to 12 months, it would need the City's PILOT Ordinance request to occur between May and November 2026.

The LOI, attached as part of this Agenda Packet, lays out terms and conditions under which a PILOT Ordinance would be considered by the City Council. A PILOT Ordinance would be available for consideration by the City Council at a date to be determined in the future, depending upon the outcome of Pennrose' concurrent PILOT and funding requests:

- From Prince George's County (PILOT and low interest loan)
- From the State of Maryland - Department of Housing and Community Development (MD-DHCD) for federal Low Income Housing Tax Credits (LIHTC), and a low interest loan;
- From the U.S. Department of Housing and Community Development (Permanent Supportive Housing (PSH) funding).
- From other sources such as the Federal Home Loan Bank (FHLB).

Next Steps:

If the City Council considers and approves the Letter of Intent (LOI), staff will continue working with Pennrose and its partners to secure the additional financing from its other sources. A future step in this process would be for the City to apply for the State Department of Housing and Community Development (DHCD) grant funds that would also be used to support this development (anticipated end of June application deadline). As stated above, staff would bring a PILOT Ordinance for the City Council to consider at a future date (as stated above, between May and November of 2026).

Attachments:

Pennrose Request Letter
Letter of Intent (LOI)



City of Hyattsville

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Agenda Item Report

File #: HCC-312-FY25

4/21/2025

8.b.

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

Item Title:

FY25 Capital Improvement Budget Transfer of Grant Funds and Amend Budget Appropriations

Suggested Action:

I move that the Mayor and Council authorize the Treasurer to transfer grant funds not to exceed \$681,655 from the general account fund to the FY25 Capital Improvements Revenue account fund and amend the FY25 CIP budget by adjusting appropriations not to exceed \$681,655 to cover cost of sitework at The Spot. The grant funds were previously received from PG County Revenue Authority and awarded by the Maryland Department of Housing and Community Development (DHCD) for project commonly known as "The Spot".

Summary Background:

In 2021, the Revenue Authority approved the repurpose of \$681,655.00 in previously approved State of Maryland DHCD Smart Growth Impact grant funds. Originally designated for developing a structured parking facility, these funds will now be used for creating a public use trailhead and community hub at 4503-4508 Hamilton Street, commonly known as "The Spot." In March 2023, the City proposed The Trolley Trailhead Placemaking project for the City owned parcels on Hamilton Street, where it connects to the Rhode Island Avenue Trolley Trail.

Neighborhood Design Center began public outreach for the project on Trolley Trail Day in June of 2023 and completed a concept that was presented to Council in Fall 2023. The Council approved a contract for the engineering, design, and permitting based on this concept. The placemaking project is funded through a combination of DHCD grant funds, ARPA funds, and City CIP funds. The Council authorized \$250,000 in ARPA funding to support the project. All authorized ARPA funds for this project have been encumbered.

Next Steps:

Issue purchase orders and schedule work.

Fiscal Impact:

Adjusting \$681,655 in Capital Improvement appropriations

City Administrator Comments:

Recommends approval

Community Engagement:

n/a

Strategic Goals:

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

Legal Review Required?

N/A



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Agenda Item Report

File #: HCC-310-FY25

4/21/2025

8.c.

Submitted by: Mayor Croslin and Councilmembers Solomon and Redmond

Submitting Department: Legislative

Agenda Section: Action

Item Title:

FY26 Budget: Council Amendments

Suggested Action:

I move the Mayor and Council amend the FY26 budget to include the following:

- \$15,000 for a patronage grant to the Hyattsville Life and Times in the City Council budget.

- \$18,000 for the Committee Stipend Program

- \$5,000 for ADA Compliance Software

- \$35,000 for Volunteer Service Support

- \$35,000 for Mental Health Programming in the CS budget. Increase from \$15K

- \$348,158 for a 2.5% Cost of Living Adjustment (COLA) for all City staff.

- \$810,361 for waste/snow removal, street maintenance, winter road treatment, and funding for five staff positions in the Department of Public Works.

Summary Background:

The proposed additions restore a portion of the funding that was identified for reduction in the presentation of the FY26 budget expenditures at the April 2, 2025 Council Meeting. These are council amendments.

Next Steps:

Update the Budget

Fiscal Impact:

Increase in \$1,266,519 in the FY26 Budget

City Administrator Comments:

The staff can support. The City staff will work hard to identify budget offsets and the effective delivery of essential city services

Community Engagement:

Publish City Budget Guide

Strategic Goals:

Goal 4 - Foster Excellence in all City Operations

Legal Review Required?

N/A



City of Hyattsville

FY26 Budget Council Budget Amendments

April 21, 2025



FY26 Council Budget Amendments SUMMARY

1.	General Fund Expenditures: As Presented on April 2, 2025	\$31,738,880
2.	Transfer from General Fund Reserve Balance: As Presented on April 2, 2025	\$1,659,032
3.	Total Proposed Increase in Expenditures: See Detail Slide	\$1,266,519
4.	Proposed NEW Transfer from General Fund Reserve Balance: (Item #2 + Item #3)	\$2,925,551
5.	Proposed NEW Total General Fund Expenditures: (Item #1 + Item #4)	\$33,005,399

FY26 Council Budget Amendments DETAIL

Department	Description	Amount	Notes
City Council	Add \$15K for HLT Patronage Grant	\$15,000	
City Council	Add \$18K for Stipend Program	\$18,000	
Communications	Add in \$5,000 for ADA Compliance Software	\$5,000	
Community Services	Increase Mental Health Program funding from \$15,000 to \$50,000	\$35,000	
Community Services	Fund Volunteer Services Position – in-house resources or part-time	\$35,000	
Human Resources	2.5% COLA	\$348,158	
Public Works	Add \$375K for services related to waste, street/sidewalk maintenance, and snow removal. Add \$17K for winter road treatment. Add \$418,861 for salaries/benefits.	\$810,361	Positions now funded: -(2) Solid Waste -Vehicle Maint. Supervisor -CDL Driver -Facilities Specialist

BUDGET UPDATES

Does Not Represent an Increase in Costs

Impact

ARPA INITIATIVE	PURPOSE	BUDGETARY IMPACT –	BUDGET
Grant Writer Support	Contracts w/ LA Perez & Monarch Butterfly	\$110,000 Previously funded by ARPA.	Administration- Will transition to FTE-Contract during the FY.
IT Manager	Manages IT network, hardware, security, access and other computer related activities	\$150,000 (Fully Loaded) ARPA	This expense is offset by approx. \$170K savings to the IT contract.
City Council	Transfer \$50,000 funding from HVFD budget to Council Budget	\$50K No change.	Discontinue use of separate HVFD department in budget.



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Agenda Item Report

File #: HCC-311-FY25

4/21/2025

8.d.

Submitted by: Councilmember Strab, Waszczak, Redmond

Submitting Department: Legislative

Agenda Section: Action

Item Title:

FY26 Budget Amendment: EAC Principals' Luncheon

Suggested Action:

I move the Mayor and Council amend the FY26 Budget by adding \$1,000 for a Principal's Luncheon organized by the Hyattsville Education Committee.

Summary Background:

The Hyattsville Education Advisory Committee is asking for a stipend of \$1000 to host Principals or Staff Liaisons from the 11 major schools that are either in Hyattsville or whose majority of students are Hyattsville residents, and an additional meeting with the City of Hyattsville's Youth Advisory Council. We would like to continue the recurring luncheon that we successfully restarted last year in which we invited principals or school administrators to come together and address many of the larger concerns that their schools are facing and to facilitate discussion about what the Education Advisory Committee could aid with and what we all could collaborate on with the assistance of the city. The list of schools that we would invite individuals from includes Hyattsville Elementary, Felegy Elementary, Hyattsville Middle, Nicholas Orem Middle, Northwestern High School, Rosa Parks Elementary, Cesar Chavez Elementary, Chelsea School, St. Matthew's Parish Day School, DeMatha Catholic High School, and St. Jerome Academy.

Our events would offer an open dialog for principals and students to identify the issues they see within their school communities for both students and for their faculty and staff. It would also allow for an important opportunity to continue a vital dialogue between the schools and to allow them to identify overlapping issues that they could collaborate on. Furthermore, this event would help the Education Advisory Committee market itself as an important community tool to bridge any gaps between the city council and educational community and raise awareness of the committee's existence as well as the resources at its disposal to aid the local educational community. We are expecting a cost of \$1000 for a catered lunch with the hopes of having the luncheon at one of the City Hall rooms or securing a room at the library or rec center.

Next Steps:

If approved, we would begin reaching out to the principals or their staff and send formal invites with a target date of late September or early October for the Principal's Luncheon. From there, the Education Advisory Committee would begin drafting topics of conversation and share these topics with the principals as well as ordering food and planning out the logistics for the event.

Fiscal Impact:

\$1,000 allocated to the luncheon in the FY26 Budget

City Administrator Comments:

Click or tap here to enter text.

Community Engagement:

Click or tap here to enter text.

Strategic Goals:

Goal 3 - Promote a Safe and Vibrant Community

Legal Review Required?

N/A



Agenda Item Report

File #: HCC-309-FY25

4/21/2025

9.a.

Submitted by: Councilmembers Denes, Solomon, Schaible, and Redmond

Submitting Department: Legislative

Agenda Section: Discussion

Item Title:

HOA Trash Collection and City Engagement

Suggested Action:

For Discussion

Summary Background:

Requested actions:

1. Update City Ordinance: Draft an ordinance amending Hyattsville City Code §65-1(B)(1) to align with Prince George's County Zoning Code definitions of single-family residences. This will explicitly include all permitted single-family dwelling types in RSF-65 and RSF-A zones: single-family detached, two-family, three-family, and townhouses.

2. Establish HOA Ad-hoc Advisory Committee:

- Create an ad-hoc HOA Advisory Committee with representation from all HOAs within the city limits.
- The committee will: Identify unique challenges faced by HOAs. Determine if HOAs wish to transfer certain roads or alleys to the city.
- The committee will submit its findings to the council within six months of its formation.

3. Develop Transition Plan:

- Develop a transition plan for roads and alleys identified in item 2, including cost and timeline estimates.
- Submit the plan to the council for consideration.

4. Update Development Policies:

- Modify all development policies to require that all new roads and alleys, including those built by private developers, meet public standards and are transferred to the city upon development completion.
- Incorporate this requirement into project evaluations requiring input from MNCPPC or the District Council.

The first sentence of Hyattsville Code §65-1(B)(1) currently reads The City shall collect or cause to be collected trash only from properties with single family homes (including duplexes and triplexes). There are effectively two single family zones within the City of Hyattsville that include housing type included as part of the enumerated housing types in Hyattsville Code §65-1(B)(1). Within the Prince George's County Zoning Code, these housing types are Residential, Single-Family-65 (RSF-65) and Residential, Single-Family-Attached (RSF-A). On properties within these zones, single-family detached (RSF-65 & RSF-A), two-family (RSF-A), three-family (RSF-A), and townhouse (RSF-A) dwellings are permitted by right. The City code's current language is inconsistent with the county zoning code and thus needs to be specific and updated to be consistent with the language used by zoning. To ensure consistency with zoning language and clarify what services the city will offer single family dwellings (detached, two-family, three-family, and townhouse) the language should be updated such that the first sentence of §65-1(B)(1) reads: The City shall collect or cause to be collected trash only from properties with single-family dwellings (single-family attached, two-family, three-family, and townhouse dwellings). As

many of our new developments within the incorporated limits consist of townhomes, it is vital that prospective buyers and homeowners have clear expectations of what refuse collection services the city will provide.

Next Steps:

Council to authorize City Attorney to draft the legislation. In order to establish an Ad-Hoc HOA Committee, the Council must adopt a committee worksheet. Upon authorization to establish the committee, a staff member will be designated as the staff liaison to the committee and staff will begin outreach to appoint committee members.

Fiscal Impact:

Undetermined. The addition of private roadways will require evaluation of costs, including staffing, materials, equipment, timeline, contracts. Cost estimate between \$400k to \$1M to be determined.

City Administrator Comments:

1. Update City Ordinance:

STAFF FEEDBACK:

Staff is supportive of the proposed changes to Chapter 65 with the following recommended changes:

The City shall collect or cause to be collected trash only from properties on or that front public roads with single-family dwellings (single-family detached, two-family, three-family, and townhouse dwellings). Private roads that are deemed necessary for the public benefit by the City Council can be considered for city trash services based on criteria established by the department of public works and approved by council.

Staff also recommend the City establish a policy to detail specific road standards for private roads that will be provided with trash service by the City. Clarifying language regarding the acceptance of roads and provision of services should also be incorporated into Chapter 65.

In addition, staff recommends incorporating clarifying language into section C7-5 of the Charter regarding the standards for acceptance of public roads.

Section C7-5 EXISTING LANGUAGE: No street, avenue, road or alley shall be accepted until the same has been graded and graveled or paved, provided that, whenever the City Council shall determine it to be necessary for the public benefit that any unaccepted streets, avenues, roads or alleys should be taken over by it, it shall take supervision and control of the same and do such repair and construction work therein as it may deem proper.

PROPOSED LANGUAGE:

No street, avenue, road, or alley shall be accepted into the City's maintenance system until the same has been properly graded and either graveled or paved, in full compliance with the administrative regulations and standards for road acceptance as established by the Department of Public Works. If the City Council determines it to be necessary for the public benefit that an existing unaccepted street, avenue, road or alley should be accepted by it, it will consider whether supervision and control of the same and repair and construction work therein is deemed proper.

2. Establish HOA Ad-hoc Advisory Committee:

STAFF FEEDBACK:

Staff is supportive of the proposed establishment of an HOA Ad-hoc Advisory committee and recommend that the Director of Public Works or departmental staff liaison serve and provide guidance to the advisory committee's findings. The staff will establish criteria for acceptance and the committee liaison shall evaluate the applicability, feasibility, and alignment of the committee's recommendations with City policies, engineering standards, and resource capacities, and

make a recommendation to City Council.

3. Develop Transition Plan:

STAFF FEEDBACK:

Staff can develop a transition plan based on Council feedback on the findings and recommendations of the HOA Ad Hoc Advisory Committee. This transition plan with cost estimates and logistical considerations will be presented to Council for consideration, timeline, and possible adoption.

4. Update Development Policies:

STAFF FEEDBACK:

Staff is supportive of the proposed modifications to development review standards however any request to modify development policies to require that all newly constructed roads and alleys-including those developed by private entities -meet public road standards and be transferred to City ownership upon completion may only be presented as a recommendation to Maryland National Capital Park and Planning Commission and District Council. This limitation is due to the fact that the City does not possess direct land use or zoning authority.

As such, while the City may advocate for the adoption of said standards, any binding changes to the development policies or requirements must be initiated and approved through the appropriate land use authority. The City may, however, participate in the interagency coordination, provide technical input, and formally advise the District Council and MNCPPC on matters related to road construction and acceptance.

Community Engagement:

HOA Advisory Committee participation

Strategic Goals:

Goal 2 - Ensure the Long-Term Economic Viability of the City

Legal Review Required?

Pending