

City of Hyattsville

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



Agenda Regular Meeting

Register in advance for this webinar:

https://us06web.zoom.us/webinar/register/WN_A87v0PWjR1iAtGRvJrYcyg

Monday, December 19, 2022

7:00 PM

Virtual

City Council

Robert S. Croslin, Mayor
Joseph Solomon, Council President, Ward 5
Danny Schaible, Council Vice President, Ward 2
Sam Denes, Ward 1
Joanne Waszczak, Ward 1
Emily Strab, Ward 2
Ben Simasek, Ward 3
Jimmy McClellan, Ward 3
Edouard Haba, Ward 4
Daniel Peabody, Ward 4
Rommel Sandino, Ward 5

ADMINISTRATION

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

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

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) 985-5009. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

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

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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.

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

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

Meeting Notice:

The Hyattsville City Council will hold its meeting on Monday, December 19, 2022 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.

PUBLIC PARTICIPATION:

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1. Call to Order and Council Roll Call**2. Pledge of Allegiance to the Flag****3. Approval of Agenda****4. Approval of the Minutes****4.a. Approval of the Minutes**[HCC-176-FY23](#)

I move that the Mayor and Council approve the Council Meeting Minutes of November 7, 2022, November 21, 2022, and December 5, 2022.

Sponsors: City Administrator

Department: City Clerk

Attachments: [MeetingMinutes November 07 2022](#)

[MeetingMinutes November 21 2022](#)

[MeetingMinutes December 05 2022](#)

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

6.a. Main City Calendar: December 20, 2022 - January 3, 2023[HCC-174-FY23](#)

N/A

Sponsors: City Administrator**Department:** City Clerk**Attachments:** [City Calendar December 20, 2022 - January 3, 2023](#)**7. City Administrator Update (7:20 p.m - 7:45 p.m.)****8. Presentations (7:45 p.m. - 8:45 p.m.)****8.a. American Rescue Plan 2022 Year-End Update**[HCC-185-FY23](#)

Presentation Only

Sponsors: City Administrator**Department:** Finance**Attachments:** [ARPA Expense Plans v12.13.2022](#)
[Additional ARPA Summaries 12.13.2022](#)
[HVL - ARPA 2022 Update Presentation 12.13.2022 v2](#)**8.b. Council Chambers Renovation Concept**[HCC-164-FY23](#)

Presentation only.

Sponsors: City Administrator**Department:** Public Works**Attachments:** [TO 68 Proposal Design Phase signed 11.23.22](#)
[221205 - council chambers renovation](#)**9. Proclamations**

9.a. **Proclamation Recognizing December 21, 2022 as National Homeless Persons' Memorial Day** [HCC-177-FY23](#)

I move that the Mayor and Council adopt a proclamation recognizing December 21, 2022, as National Homeless Persons' Memorial Day in the City of Hyattsville.

Sponsors: City Administrator

Department: City Clerk

Attachments: [CM 1219 National Homeless Persons Memorial Day 2022](#)

10. Appointments

10.a. **Council of Governments Policy Committee Appointments** [HCC-181-FY23](#)

I move that the Mayor and Council make the following appointments to the Council of Governments (COG) Policy Committees for a term of one (1) year, beginning on January 1, 2023:

- Region Forward Coalition: Mayor Robert Croslin, with staff alternate Jim Chandler
- Human Services and Public Safety Policy Committee: Mayor Robert Croslin, with staff alternate Police Chief Jarod Towers and Sandra Shephard
- Climate Energy and Environment Policy Committee: Mayor Robert Croslin, with staff alternate Lesley Riddle
- Chesapeake Bay and Water Resources Policy Committee: Mayor Robert Croslin, with staff alternate Lesley Riddle

Sponsors: City Administrator

Department: Legislative

Attachments: [MWCOG Policy Committees](#)

11. Consent Items (8:45 p.m. - 8:50 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.

11.a. License Agreement w/St. Jerome Academy [HCC-167-FY23](#)

I move that the Mayor and Council authorize the City Administrator to enter into a license agreement between the City of Hyattsville and St. Jerome Academy to allow the Hyattsville Police Department access to St. Jerome Academy's remote camera system.

Sponsors: City Administrator

Department: Police Department

Attachments: [St. Jerome Academy- License agreement](#)

11.b. Agreement with Lexipol/PoliceOne Academy [HCC-168-FY23](#)

Sponsors: City Administrator

Department: Police Department

Attachments: [PoliceOne Agmt](#)

11.c. Purchase of Memory and Storage Installation - Dataprise [HCC-170-FY23](#)

I move that Mayor and Council authorize the purchase of memory and storage installation for the Police Department's new body worn and in-camera video system with Dataprise, not to exceed \$25,000.

Sponsors: City Administrator

Department: Police Department

Attachments: [2022-CQK-P42 - Memory and Storage Installation](#)

11.d. Acceptance of Donation of a Scent Evidence Vacuum from the Chesapeake K9 Foundation [HCC-172-FY23](#)

I move that Mayor and Council accept the donation of a Scent Evidence Vacuum from the Chesapeake K9 Foundation for our Bloodhound Program.

Sponsors: City Administrator

Department: Police Department

11.e. Trip Hazard Mitigation[HCC-173-FY23](#)

I move that the Mayor and Council authorize the City Administrator to enter into an agreement with Precision Concrete Cutting for the evaluation and removal of trip hazards along various sidewalk throughout the City. An expenditure not to exceed \$35,000 is authorized.

Sponsors: City Administrator

Department: Public Works

Attachments: [BID #3378-Rhode Island Baltimore Avenue-City of Hyattsville](#)
[Revised #3381-Adelphi Road BID #3318-City of Hyattsville](#)
[Revised BID #3379-E West Highway City of Hyattsville](#)
[BID #3380-Hamilton Street-City of Hyattsville](#)

11.f. 4310 Gallatin Street Access Control System[HCC-175-FY23](#)

I move that the Mayor and Council authorize an expenditure not to exceed \$100,000 to Skyline Technology Solutions for the design and installation of a digital access control system at the City Administration Building under their existing contract with the City.

Sponsors: City Administrator

Department: Public Works

Attachments: [Updated Quote QUO-02017-V5M2R1 City Hall City of Hyattsville](#)

11.g. Auditing Services[HCC-184-FY23](#)

I move the Mayor and Council authorize the City Administrator to execute a contract for professional auditing services with Lindsey & Associates LLC, Certified Public Accountants located at 110 West Road, Suite 220, Towson, MD to review and complete the analysis of the City's FY21, FY22 and FY23 financial statements and provide the Independent Auditor's Report on the City's financial statements for all governmental activities for each major fund at the end of each fiscal and to complete the City's Single Audit as required by the Department of Treasury for federal funds reimbursed from the Cares Act in FY21 and the American Rescue Plan Act Funds expensed in FY22 and FY23. The contract cost for these auditing services will not exceed \$29,180 for FY21, \$29,940 for FY22 and \$30,420 for FY23, upon legal review and approval of the City Attorney.

Sponsors: City Administrator

Department: Finance

12. Action Items (8:50 p.m. - 9:40 p.m.)

12.a. Hyattsville Ordinance 2022-08: Updates to Ethics Code [HCC-163-FY23](#)

I move the Mayor and Council introduce Hyattsville Ordinance 2022-08, an Ordinance whereby the City of Hyattsville amends its ethics provisions to conform to recent updates to State law as to financial reporting and conflicts of interest (INTRODUCTION & FIRST READING).

Sponsors: City Administrator

Department: City Clerk

Attachments: [8.26.22 Letter Regarding Changes to Ethics Law](#)
[Amended Ethics Code - City of Hyattsville](#)

12.b. Charter Amendment Resolution 2022-02: Adjusting the City's Five Ward Boundaries [HCC-178-FY23](#)

I move the Mayor and Council introduce and adopt Hyattsville Charter Amendment Resolution 2022-02, a resolution amending the Charter to adjust the City's five ward boundaries based on the most recent census data and the relevant legal requirements (INTRODUCTION & ADOPTION).

Sponsors: City Administrator

Department: City Clerk

Attachments: [Resolution - Charter Amendment 2022-02 Redistricting FINAL 121322](#)
[Council Requests Map \(Option B\)](#)
[hyattsville_redistricting_public_hearing_2022_12_19](#)

12.c. Hyattsville Ordinance 2022-06: 5G Permits [HCC-135-FY23](#)

I move the Mayor and Council introduce Hyattsville Ordinance 2022-06, an ordinance whereby the City Council amends Chapter 105, Articles VII and VIII of the Hyattsville Code (INTRODUCTION & FIRST READING).

Sponsors: City Administrator

Department: Public Works

Attachments: [Hyattsville Ordinance 2022-06 amending Chapter 105 - small cell -](#)
[Final Memo - 5G Draft Ordinance](#)

13. Discussion Items (9:40 p.m. - 10:20 p.m.)

13.a. Authorization for Temporary Use Lease Agreement[HCC-180-FY23](#)

For discussion.

Sponsors: City Administrator

Department: Community & Economic Development

Attachments: [Memo - Temporary Use Lease Agreement](#)

13.b. Bring Your Own Bags[HCC-179-FY23](#)

I move that the Mayor and Council authorize the City Attorney to draft an ordinance regulating carryout bags from retail and food service establishments in the City of Hyattsville. The ordinance shall prohibit the provision of plastic bags at the point of sale for customers. Businesses shall be required to charge customers a minimum 10 cent fee for paper or other reusable carryout bags in order to incentivize customers to bring their own bags.

Sponsors: Simasek, Schaible and Haba

Department: Legislative

Attachments: [Bring Your Own Bag Ordinance - Draft](#)

14. Council Dialogue (10:20 p.m. - 10:30 p.m.)**15. Motion to Adjourn**



City of Hyattsville

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Agenda Item Report

File #: HCC-176-FY23

12/19/2022

4.a.

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

Item Title:
Approval of the Minutes

Suggested Action:
I move that the Mayor and Council approve the Council Meeting Minutes of November 7, 2022, November 21, 2022, and December 5, 2022.

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

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

Fiscal Impact:
N/A

City Administrator Comments:
Recommend approval.

Community Engagement:
N/A

Strategic Goals:
Goal 1 - Ensure Transparent and Accessible Governance

Legal Review Required?
N/A

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Meeting Minutes

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7:00 PM

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Danny Schaible, Council Vice President, Ward 2
Sam Denes, Ward 1
Joanne Waszczak, Ward 1
Emily Strab, Ward 2
Ben Simasek, Ward 3
Jimmy McClellan, Ward 3
Edouard Haba, Ward 4
Daniel Peabody, Ward 4
Rommel Sandino, Ward 5

ADMINISTRATION

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Meeting Notice:

As we continue to take precautions due to the COVID-19 (Coronavirus) pandemic, the Hyattsville City Council will hold its meeting on Monday, November 7, 2022 remotely via video conference. The Council meeting will be conducted entirely remotely; there will be no in-person meeting attendance.

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1. Call to Order and Council Roll Call

The meeting was called to order at 7:02 p.m.

Also Present:

City Administrator-Tracey Douglas
 Assistant City Administrator-Jim Chandler
 City Treasurer-Ron Brooks
 Chief of Police-Jarod Towers
 Director of Public Works-Lesley Riddle
 Director of Community Services-Sandra Shepherd
 Director of Human Resources-Jay Joyner
 City Clerk-Laura Reams
 Deputy City Clerk-Nate Groenendyk
 Emergency Services Coordinator-Reggie Bagley

Present:	Mayor Robert Croslin Council President Joseph Solomon Council Vice-President Danny Schaible Councilmember Sam Denes Councilmember Joanne Waszczak Councilmember Ben Simasek Councilmember Edouard Haba Councilmember Daniel Peabody Councilmember Rommel Sandino Councilmember Emily Strab
Absent:	Councilmember Jimmy McClellan

2. Pledge of Allegiance to the Flag**3. Approval of Agenda**

Councilmember Haba motioned to amend the Consent Agenda by moving items 11.g and 11.h to the Action Agenda. The motion was seconded by Councilmember Peabody. The motion to amend the Agenda passed unanimously.

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

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

Absent: McClellan

4. Approval of the Minutes**4.a. Approval of the Minutes**[HCC-117-FY23](#)

I move that the Mayor and Council approve the Council Meeting Minutes of May 16, 2022, October 3, 2022, October 17, 2022 and the Public Hearing Minutes of October 17, 2022.

Sponsors: City Administrator

Attachments: [MeetingMinutes_May 16 2022](#)
[MeetingMinutes_Oct 03 2022](#)
[MeetingMinutes_Oct 17 2022](#)
[Public Hearing Minutes_Oct 17 2022](#)

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

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

Absent: McClellan

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

Will Seath spoke about his support for keeping the Suffrage Point and immediate neighbors in the same ward, but would prefer them to be in Ward 2 instead of Ward 1.

Matthew Gembecki thanked the Council and staff for their support of the Hyattsville Zombie Run. It raised over \$40K for local public schools.

6. Community Notices and Meetings

6.a. Main City Calendar: November 8, 2022 - November 21, 2022[HCC-101-FY23](#)

N/A

Sponsors: City Administrator

Attachments: [City Calendar November 8, 2022 - November 21, 2022](#)

7. Motion to Close (7:20 p.m. - 7:35 p.m.)**7.a. Motion to Close**[HCC-133-FY23](#)

I move the Mayor and Council close the Council Meeting of November 7, 2022, to consult with the City Attorney to receive legal advice.

This session will be closed under the authority of the Annotated Code of Maryland State Government General Provisions Article Section 3-305 (b)(7) consult with counsel to obtain legal advice.

Sponsors: City Administrator

Pursuant to the requirement of the Annotated Code of Maryland State Government Article 3- 104(1) (2); this statement is included in these minutes:

A closed session of the Council of the City of Hyattsville was held virtually at 7:21 p.m. on November 7, 2022.

In addition to the City Council, the following staff members were present: City Administrator Tracey Douglas, Assistant City Administrator Jim Chandler, City Attorney E.I. Cornbrooks IV, City Clerk Laura Reams, and Deputy City Clerk Nate Groenendyk.

The authority under which the session was closed was the Annotated Code of Maryland State Government General Provisions Article Section 3-305 (b)(7) consult with legal counsel to obtain legal advice.

Topics Discussed: The City Attorney provided legal advice to the Council regarding the confidentiality of Closed Sessions.

Action Taken: None.

The closed session adjourned at 7:35 p.m. on a motion made by Councilmember Denes and seconded by Councilmember Simasek. The motion to return to open session was approved, unanimously.

The open session recommenced at 7:37 p.m

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

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

Absent: McClellan

8. City Administrator Update (7:35 p.m. - 8:05 p.m.)

City Administrator Tracey Douglass provided an update on City related news and events.

American Rescue Plan Fund Manager Patrick Paschall gave an update on the various City ARPA programs.

David Marshall provided a written comment expressing his opposition to his family's ward being changed by the redistricting process. He stated that he had trouble with the online application process for ARPA funds. Lastly, he commended the City election workers for making the election process easy.

Mr. Paschall responded to Mr. Marshall with alternative ways to apply for relief funds.

Councilmember Solomon suggested face to face bilingual meetings to improve participation in the community.

Councilmember Waszczak asked if the language regarding household effects families living at the same physical address.

Mr. Paschall responded that the City uses the IRS definition of household which does not rely upon address to define household.

9. Proclamations

All proclamations were approved on a single vote.

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

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

Absent: McClellan

9.a. Proclamation Recognizing Native American Heritage Month[HCC-113-FY23](#)

I move that Mayor and Council adopt a proclamation to declare November 2022 as Native American Heritage Month in the City of Hyattsville.

Sponsors: City Administrator

Attachments: [CM 1107 Native American Heritage Month 2022](#)

9.b. Proclamation Recognizing Municipal Government Works Month[HCC-114-FY23](#)

I move that the Mayor and Council adopt a proclamation recognizing November 2022 as Municipal Government Works Month in the City of Hyattsville.

Sponsors: City Administrator

Attachments: [CM 1107 Municipal Government Works Month 2022](#)

9.c. Proclamation Recognizing Veterans Day [HCC-115-FY23](#)

I move that the Mayor and Council proclaim November 11, 2022, to be Veterans Day in the City of Hyattsville.

Sponsors: City Administrator

Attachments: [CM 1107 Veterans Day Proclamation 2022](#)

9.d. Proclamation Recognizing American Education Week [HCC-116-FY23](#)

I move that the Mayor and Council adopt a proclamation in honor of American Education Week, November 13 - 19, 2022.

Sponsors: City Administrator

Attachments: [CM 1107 American Education Week 2022](#)

10. Appointments**10.a. Appointments to the Compensation Review Committee** [HCC-123-FY23](#)

I move that the Mayor, with Council approval, appoint Juan Castillo (Ward 1), Melinda Baldwin (Ward 2), Bette Dickerson (Ward 2), Michael Horlick (Ward 2), Tom Wright (Ward 3), Alexi Boado (Ward 4), and Patricia Page (Ward 5) to the Compensation Review Committee.

Sponsors: City Administrator

Attachments: [Castillo Comp Committee Application Ward 1 redacted](#)
[Dickerson Comp Committee Application Ward 2 redacted](#)
[Baldwin Comp Committee Application Ward 2 redacted](#)
[Horlick Comp Committee Application Ward 2 redacted](#)
[Wright Comp Committee Application Ward 3 redacted](#)
[Boado Comp Committee Application Ward 4 redacted](#)
[Page Comp Committee Application Ward 5](#)

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

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

Absent: McClellan

11. Consent Items (8:05 p.m. - 8:10 p.m.)

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

A motion was made by Council President Solomon, seconded by Councilmember Simasek, to approve the Consent Agenda. The motion carried unanimously.

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

Absent: McClellan

11.a. Purchase of an Electric Trash Truck

[HCC-34-FY23](#)

I move that the Mayor and Council authorize the City Administrator to enter into an agreement with Potomac Truck Center for the purchase of an electric trash truck, and authorize an expenditure not to exceed \$680,000 of American Rescue Plan Act funds. The Treasurer is authorized to make the required modification to the budget to facilitate this purchase, pending legal review.

Sponsors: City Administrator

Attachments: [SKM_C250i22101011330](#)

11.b. Purchase of Road Salt

[HCC-111-FY23](#)

I move that the Mayor and Council authorize the City Administrator to enter into an agreement with Morton Salt for an expenditure not to exceed \$35,000, pending legal review. This procurement will utilize the State of Maryland blanket purchase order #001B3600124 issued September 21, 2022.

Sponsors: City Administrator

Attachments: [221025 - Sate of Maryland - Road Salt PO 001B3600124](#)

11.c. Agreement with the United States Department of Treasury

[HCC-118-FY23](#)

I move that the Mayor and Council authorize the City Administrator upon legal review to approve an agreement between the City of Hyattsville and the United States Department of Treasury. The agreement will require the Department of Treasury to reimburse the City for HPD officers who will provide additional security surrounding the Department of Treasury premises. The agreement will be for a three (3) year term.

Sponsors: City Administrator

Attachments: [Agt City of Hyattsville Dept of Treasury.docx](#)

11.d. 2023 Council Regular and Budget Meeting Calendar

[HCC-121-FY23](#)

I move that the Mayor and Council adopt the 2023 Council Meeting Schedule and the FY-2024 Budget Meeting Schedule.

Sponsors: City Administrator

Attachments: [Calendar of Budget Presentations FY24 draft](#)
[2023 Council Meeting Calendar - DRAFT](#)

11.e. FY23 CIP Budget Amendment: Adjust FY23 DPW CIP Budget Appropriations [HCC-124-FY23](#)

I move that the Mayor and Council amend the FY23 DPW Capital Improvements Budget and adjust budget appropriations for 3505 Hamilton Street not to exceed \$18.7 million to cover the cost of the Whiting-Turner contract previously approved by Council on April 4, 2022, in motion HCC-299-FY22.

Sponsors: City Administrator

11.f. FY23 Special Revenues Funds Grant Budget Appropriation Amendment: FEMA COVID-19 Reimbursement Grant [HCC-125-FY23](#)

I move that the Mayor and Council amend the FY23 Special Revenues Funds Budget to appropriate estimated COVID-19 FEMA Reimbursement Grant Funds in the amount not to exceed \$244,583 for vaccine costs and an additional amount not to exceed \$291,997 for testing site costs for a combined total of \$536,580 in estimated COVID costs that will be 100% reimbursable by FEMA for the period July 1, 2022, to June 30, 2023.

Sponsors: City Administrator

11.i. Rebuild of the engine for Trash Truck #SW67 [HCC-128-FY23](#)

I move that the Mayor and Council authorize an increase in expenditure not to exceed (NTE) \$30,000 approved in Sept 2022 (HCC-73-FY23) to NTE \$50,000 to Beltway International Trucks for the rebuilding of the engine of the trash truck numbered SW67. This increase is to cover additional parts and labor for unknown issues discovered during the repair process.

Sponsors: City Administrator

Attachments: [EST 3698552 CITY OF HYATTSVILLE](#)
[Unit 109281 \(Inframe rebuild\)](#)

11.j. Street Signage Replacement in University Hills [HCC-130-FY23](#)

I move that the Mayor and Council authorize an expenditure not to exceed \$30,000.00 to Shannon-Baum Signs for furnishing and installing street signs in the University Hills area of the City. The replacement of the street signs is the final work to be completed as part of the University Hills Street and Sidewalk projects, and will be completed under their existing rider contract with the City.

Sponsors: City Administrator

Attachments: [221027 - shannonbaum - uhills sign estimate](#)

11.k. Healthy Trees Hyattsville Program Implementation [HCC-131-FY23](#)

I move that the Mayor and Council authorize an expenditure not to exceed \$10,000 to Casey Trees to provide structural pruning, training, and public tree plantings as part of the implementation of the Healthy Trees Hyattsville program.

Sponsors: City Administrator

Attachments: [Memo DawnTaft 220829](#)

12. Action Items (8:10 p.m. - 9:10 p.m.)

11.g. Small Business Emergency Relief Program Funding Increase[HCC-126-FY23](#)

I move that the Mayor and Council allocate and authorize the expenditure of an additional \$500,000 for the Small Business Emergency Relief program using American Rescue Plan Act funds, bringing the total allocation for Small Business Relief Programs under ARPA to \$1,500,000.

Sponsors: City Administrator

Councilmember Haba expressed his desire to get a full picture of current application status before allocating the funding.

American Rescue Plan Fund Manager Patrick Paschall replied that a memo with the info requested will go out in the following week. He indicated that through the processing of the current applications, the City may approach exhausting the current funds.

Councilmember Haba suggested that the motion be brought back at the next meeting after the requested information has been provided.

Mr. Paschall noted that if the City Council does not intend to provide more funding then the City should cease its outreach efforts.

Councilmember Haba made a motion to table the motion. The motion was seconded by Council President Solomon.

Councilmember Waszczak asked for information from comparably sized cities.

Mr. Paschall responded that every community can focus efforts differently so there is not a good comparison. He added that the big picture allocations totaled around \$4.5 million.

Councilmember Haba clarified that his intent is to fund this program but wants more information to make a better decision.

Councilmember Sandino asked for more information about rejected applicants and expressed his support for the City to use an equity lens when evaluating this program moving forward to ensure the City properly supports businesses owned by persons of color.

Mr. Paschall reshared an earlier slide showing the reason for rejected applicants. He added that while the program does not collect gender and race data, it does collect location data.

Councilmember Waszczak requested that the motion be worded in a way so that the public knows exactly why the motion is being tabled.

The motion was tabled until the Council Meeting of November 21 to receive additional information included a comprehensive report to include the current level of expenditure for the program.

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

Aye: Croslin, Solomon, Schaible, Waszczak, Haba, Peabody, Sandino, and Strab

Nay: Denes, and Simasek

Absent: McClellan

11.h. Purchase of Covid-19 Test Kits for Public Distribution

[HCC-127-FY23](#)

I move that the Mayor and Council allocate and authorize the expenditure of an amount not to exceed \$125,000 for the purchase of COVID-19 test kits directly for public distribution, using American Rescue Plan Act funds.

Sponsors: City Administrator

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

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

Absent: McClellan

12.a. WSSC Water and Sewer Utility Easement[HCC-119-FY23](#)

I move the Mayor and Council deny the request for a water and sewer utility easement along sections of the northeast quadrant of David C. Driskell Community Park and authorize the City Administrator to provide correspondence to the Washington Sanitary Sewer Commission (WSSC) notifying the agency of the City's decision.

Sponsors: City Administrator

Attachments: [WSSC Easement Request](#)
[6538Z18 Approved Sketch#1](#)
[Memo - WSSC Public Use Easement - 2022](#)

Assistant City Administrator Jim Chandler gave background on the easement request and the City's reasoning to deny the request.

Councilmember Simasek asked for clarity about the granting of the easement and the responsible parties for repairs.

Mr. Chandler explained that the easement would extend to the owner of the land in perpetuity.

Councilmember Simasek asked if the proposed work would effect the flooding issues.

Mr. Chandler replied that it would not.

Councilmember Haba asked what the City gains by denying the request.

Mr. Chandler provided further clarification on the benefits of denying the request.

Councilmember Waszczak asked about the change in pipe size and asked if this letter gives the City and leverage with WSSC and Werrlein.

Deputy Director of Public Works Hal Metzler replied that the drainage issues are unrelated to the easement issue.

Councilmember Denes asked for clarification about emergency situations involving sewer lines.

Director of Public Works Lesley Riddle replied that WSSC would take action in an emergency, with or without permission from the City.

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

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

Absent: McClellan

12.b. Zoning Variance Request: V-57-22 - 3510 Lancer Drive, Hyattsville[HCC-120-FY23](#)

I move the City Council authorize the Mayor to send correspondence to the Prince George's County Board of Zoning Appeals (BZA) requesting the denial of a variance request for the subject property at 3510 Lancer Drive, Hyattsville. The correspondence shall (1) cite the applicant's existing conditions which significantly exceed the maximum net lot area coverage of 35% and (2) recommend that the applicant be required to remediate the site with the incorporation of pervious materials and/or supplemental stormwater management.

Sponsors: City Administrator

Attachments: [Memo - V-57-22 FINAL](#)
[V-57-22 Application and Supporting Documents](#)
[City of Hyattsville Zoning Variance Policy Statement](#)

City Planner Taylor Robey presented the site specifications for the variance request and the City's staff rationale for opposing the request.

Council Vice-President Schaible asked for clarification regarding the ramifications for denying the variance.

Ms. Robey explained possible mitigation efforts that the property owner could take. She added that there is already a correction order in place from Prince George's County.

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

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

Absent: McClellan

12.c. City of Hyattsville Ward Redistricting: Selection of Ward Boundary Map[HCC-129-FY23](#)

I move the Mayor and Council direct the City Attorney to draft a Charter Amendment Resolution adjusting the Ward Boundaries of the City as indicated in the INSERT NAME OF MAP presented by the 2022 Redistricting Commission. I further move that the Mayor and Council schedule a Public Hearing on the proposed Charter Amendment Resolution to be held at 6 PM on Monday, December 5 2022

Sponsors: City Administrator

Attachments: [coh_redistricting_commission_recommendation_memo_nov2022](#)
[Growth Conscious Map \(version 3\)](#)
[Minimal Adjustments Map \(1\)](#)

City Clerk Laura Reams gave an overview of the redistricting process.

Staff Liaison to the Redistricting Commission Cindy Zork presented details of the two maps recommended by the commission. The two maps presented were referred to as the Minimal Adjustment Map and the Growth Conscious Map Version 3.

Councilmember Simasek made a motion to adopt the Growth Conscious Map Version 3. Council President Solomon read the official motion inserting "Growth Conscious Map Version 3" into the motion.

Councilmember Strab asked for clarification on the timing implications if the Council were to amend the maps.

Ms. Reams gave explained the negative impact a delay could have on the upcoming election.

Councilmember Denes seconded the motion.

Council President Solomon reiterated his request to move the Ward 5 boundary north of Hyatt Park and his willingness to engage in future work with the commission to create a map that he could support while keeping to an acceptable timeline.

Councilmember Denes expressed his support for Growth Conscious Map Version 2, but would be supportive of Growth Conscious Map Version 3. He added that he prefers to take the recommendations of the commission rather than debate the specifics of the map as a political body.

Council Vice-President Schaible stated his preference for the Minimal Adjustment Map.

Councilmember Strab stated her preference for the Minimal Adjustment Map.

Councilmember Haba expressed his preference for the Growth Conscious Version 3 Map.

A motion was made by Councilmember Simasek, seconded by Councilmember Denes, that this agenda item be Approved. The motion failed by the following vote:

Aye: Croslin, Denes, Simasek, Haba, and Peabody

Nay: Solomon, Schaible, Sandino, and Strab

Absent: McClellan

Abstain: Waszczak

Council Vice President Schaible made the motion to insert "Minimal Adjustments Map" into the language of the motion. The motion was seconded by Councilmember Strab. The body voted and the motion failed.

City Clerk Laura Reams explained the process and the timing moving forward given that no map had been selected.

Redistricting Commission member Lee Dudek spoke to the work the commission has done and his concern that incorporating Council requested cut-outs may be a cause for legal concern.

Councilmember Waszczak explained her vote to abstain as a result of the conflicting feedback she had received from residents. She expressed her desire to get more feedback on the maps so that Council Members have a better understanding of what the residents want.

Redistricting Commission member Carter Ross explained the delay in the start of this process due to the delay at the federal level distributing census data and how it has compressed the commission's timeline.

Councilmember Haba urged the Council to think strongly about the two presented maps.

Councilmember Peabody expressed his concern that more maps may not provide a better result. He added that the advantage of having a commission is that the maps created by the commission do not have political input.

Councilmember Strab suggested that the Council work towards consensus without delaying until the next meeting.

Council Vice-President Schaible expressed his support for passing a map without delaying, and he added he would vote for Growth Conscious Version 3 if a second vote were taken.

Council President Solomon stated his belief that the appropriate current course of action would be to bring back the vote on the maps at a later date.

Councilmember Denes stated that he would be uncomfortable making amendments to the map in the moment prior to voting on and passing.

Mr. Ross gave a summary of the requests that Council made throughout the discussion regarding changes to future maps.

Councilmember Denes and Waszczak expressed their desire to vote again on the maps.

City Clerk Reams explained that process to bring back a vote requires a member that voted against the motion to re-make the motion.

No Councilmember made a motion, and Ms. Reams outlined the next steps for the Redistricting Commission and City staff.

A motion was made by Council Vice-President Schaible, seconded by Councilmember Strab, that this Action Item be Approved. It failed by the following vote:

Aye: Schaible, Simasek, and Strab
Nay: Croslin, Solomon, Denes, Haba, Peabody, and Sandino
Absent: McClellan
Abstain: Waszczak

13. Discussion Items (9:10 p.m. - 9:25 p.m.)

13.a. Hyattsville Ordinance 2022-06: 5G Permits

[HCC-112-FY23](#)

Discussion Only

Sponsors: City Administrator

Attachments: [Final Memo - 5G Draft Ordinance](#)
[221026 - Ordinance amending Chapter 105 - small cell - Council Draft](#)
[221026 - Small cell regulations and application - Council draft](#)

Director of Public Works Lesley Riddle presented the background and specifics of the draft ordinance.

Councilmember Denes asked for clarification about the limit of three facilities per pole.

Ms. Riddle responded that limiting the amount of radio frequency, weight capacity, and aesthetics are factors that determine the amount of facilities per pole.

Deputy Director of Public Works Hal Metzler added that the owner of the pole is able to determine the amount of facilities per pole.

14. Council Dialogue (9:25 p.m. - 9:35 p.m.)

15. Motion to Adjourn

The meeting was adjourned at 10:48 p.m.

A motion was made by Councilmember Denes, seconded by Councilmember Sandino, that the meeting be adjourned. The motion carried by the following vote:

Aye: Croslin, Solomon, Schaible, Denes, Waszczak, Simasek, Haba, Peabody, Sandino, and Strab
Absent: McClellan

City of Hyattsville

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



Meeting Minutes

Monday, November 21, 2022

6:30 PM

Register in advance for this webinar:

https://us06web.zoom.us/webinar/register/WN_yFBCbkAKRTqZ4TRae1usLQ

Virtual

City Council

Robert S. Croslin, Mayor
Joseph Solomon, Council President, Ward 5
Danny Schaible, Council Vice President, Ward 2
Sam Denes, Ward 1
Joanne Waszczak, Ward 1
Emily Strab, Ward 2
Ben Simasek, Ward 3
Jimmy McClellan, Ward 3
Edouard Haba, Ward 4
Daniel Peabody, Ward 4
Rommel Sandino, Ward 5

ADMINISTRATION

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

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

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) 985-5009. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

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

PUBLIC INPUT: If you wish to address the Council during the Public Comment period, please use the "Raise Hand" feature in the virtual meeting interface. Participants may also submit statements electronically using the eComment feature at www.hyattsville.org/meetings or via email to cityclerk@hyattsville.org no later than two (2) hours prior to the start of the meeting. 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.

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

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

Meeting Notice:

The Hyattsville City Council will hold its meeting on Monday, November 21, 2022 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.

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 using the eComment feature at www.hyattsville.org/meetings or via email to cityclerk@hyattsville.org no later than two (2) hours prior to the start of the meeting. 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.

https://us06web.zoom.us/webinar/register/WN_yFBCbkAKRTqZ4TRae1usLQ

1. Call to Order and Council Roll Call

The meeting was called to order at 6:32 p.m.

Also Present:

City Administrator-Tracey Douglas
 Assistant City Administrator-Jim Chandler
 Director of Public Works-Lesley Riddle
 Director of Community Services-Sandra Shepherd
 Director of Human Resources-Jay Joyner
 City Clerk-Laura Reams
 Deputy City Clerk-Nate Groenendyk
 Emergency Services Coordinator-Reggie Bagley
 Communication Manager-Cindy Zork

Present:

Mayor Robert Croslin
 Council President Joseph Solomon
 Council Vice-President Danny Schaible
 Councilmember Sam Denes
 Councilmember Joanne Waszczak
 Councilmember Jimmy McClellan
 Councilmember Edouard Haba
 Councilmember Daniel Peabody
 Councilmember Rommel Sandino (Arrived at 7:03 p.m.)
 Councilmember Emily Strab

Absent:

Councilmember Ben Simasek

2. Pledge of Allegiance to the Flag**3. Approval of Agenda**

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

Aye: Croslin, Solomon, Schaible, Denes, Waszczak, McClellan, Haba, Peabody, and Strab

Absent: Simasek, and Sandino

4. Approval of the Minutes

There were no minutes to approve. This item was stricken from the agenda.

5. Public Comment (6:40 p.m. – 6:50 p.m.) Complete Speaker Card, Limit 2 minutes per speaker

Daniel Broder asked Council to remember the previous issues that have been encountered from the Werrlein developers as it considers the upcoming presentation on the development of the lower WSSC lot.

Melissa Schweisguth spoke about her concerns that the Animal Welfare Ordinance delegates enforcement to the county and asked that an off leash exemption be made for ear-tipped cats.

John Skendall spoke about his concern regarding the traffic issues at school bus stop located at 45th and Longfellow. He reported witnessing both speeding and vehicles failing to stop at stop signs.

Chelsea Champlin provided written comment expressing her desire for the City to be the primary enforcer of animal control violations rather than relegate enforcement of animal control to the County.

Greg Smith provided written comment in opposition to Werrlein's development of the lower parcel of the WSSC lot.

David Marshall provided a written comment in opposition to the redistricting maps and the Animal Welfare Ordinance. He expressed his support for the Suffrage Point development.

6. Community Notices and Meetings**6.a. Main City Calendar: November 22, 2022 - December 5, 2022**[HCC-140-FY23](#)

N/A

Sponsors: City Administrator

Attachments: [City Calendar November 22, 2022 - December 5, 2022](#)

7. Presentations (6:50 p.m. - 8:00 p.m.)

7.a. Hyattsville Ordinance 2022-07 Comcast Franchise Renewal and Agreement[HCC-138-FY23](#)

For presentation.

Sponsors: City Administrator

Attachments: [Ordinance re Comcast Franchise Agreement](#)
[Draft-Prince Georges County Renewal Franchise - 2022 City of Hyattsville](#)

City Clerk Laura Reams gave the background of the current Comcast franchise agreement and the process of adopting the ordinance needed to renew the contract. She introduced attorney Suellen Furgeson who negotiated the terms of the renewal on behalf of Prince George's County municipalities.

Attorney Suellen Furgeson provided the details of the proposed Comcast renewal and agreement.

Councilmember Rommel Sandino joined the meeting at 7:03 p.m.

Councilmember Waszczak asked if this agreement affects the internet at the City Building.

Ms. Furgeson replied that this does not affect the internet.

Council Vice-President Schaible asked for clarity around the revenue received from the agreement.

Ms. Furgeson explained the revenue received from the franchise fee and the Public, Education, and Government (PEG) funds. She further clarified that the revenue comes directly from cable service not internet service.

Council President Solomon asked if there was a future option to receive funds from internet service. He also asked for clarification around the ability of providing free internet to the public via I-net.

Ms. Furgeson replied that currently is not an option and cannot speculate on what might happen in the future. In regards to offering public access to the internet, she reported that the cable companies are very careful to ensure that governments do not provide internet for free to residents through I-net.

7.b. Committee Stipend Program[HCC-141-FY23](#)

For presentation.

Sponsors: City Administrator

Attachments: [Committee Stipend Program](#)
[Committee Stipend Policy 111722](#)
[Equity Considerations in Stipend Final Version](#)

City Clerk Laura Reams presented information about the Committee Stipend Program.

Council Vice-President Schaible expressed his support for the program and asked if there was a lower age limit for committee participation.

Director of Community Services Sandra Shepherd replied that the Youth Advisory Committee has members from 14 to 21 years of age.

Councilmember Waszczak expressed her desire to see more frequent payments and alternate ways to provide the stipend that do not require a social security number.

Councilmember Sandino asked if there was a way to make sure that members are automatically enrolled in the program. He asked if the enrollment process could be part of the application process to increase participation in the program.

Ms. Reams replied that those processes could happen at the same time, and emphasized that the City would still require a W-9 to be submitted.

Councilmember McClellan asked how \$40 was determined as the stipend amount and if there was an option for variability in payment amounts based on need. He expressed his desire to get feedback from participants in the stipend program to learn the impact the stipend is having.

Ms. Reams replied that the \$40 was determined based on research of stipend programs in other municipalities.

Councilmember Haba asked about the tax implications of the stipend for committee members.

Ms. Reams and City Treasurer Ron Brooks indicated that the \$600 per year limit per person may mitigate tax liabilities, but that every committee member should seek out professional tax advice when determining personal tax liabilities as it relates to receiving stipends.

Mayor Croslin expressed his concern that term-limiting committee members can have a negative effect on committees with low participation.

Ms. Reams replied that there is no formal recommendation to term-limit committee members.

7.c. Suffrage Point Development - Detailed Site Plan 21001[HCC-144-FY23](#)

Presentation Only.

Sponsors: City Administrator

Attachments: [Memo - DSP 21001 - Suffrage - Presentation Memo FINAL](#)
[Suffrage Point Presentation](#)
[DSP 21001 Supporting Materials](#)

Weirlein Attorney Norman Rivera and Weirlein Architect Michael Romero presented the detailed site plan for the Suffrage Point Development.

Council Vice-President Schaible expressed his concern that guest parking may overflow into the Driskell Park lot creating an issue.

Mr. Romero described the amount of parking for each unit and recognized the parking issue that may arise with visiting guests.

Council Vice-President Schaible asked where the compensatory storage area return to the grade of Driskell Park in regards to retaining the existing trees in the Clover Road Easement.

Mr. Rivera responded that the grading is not yet determined.

Council Vice-President Schaible expressed his concern about west bound traffic on 40th Place towards Hamilton St. and his preference for a roundabout at the intersection of Hamilton, 40th Avenue, and 40th Place.

Councilmember Denes asked about the potential use of pervious pavers as a greener approach to mitigate water runoff issues.

Mr. Romero explained that the semi-pervious pavers are still considered coverage by the County, and added that semi-pervious pavers had not been considered for this project.

Mayor Croslin asked about the possibility of a different connection point of the alley and 40th Place.

Mr. Rivera responded that the issue was evaluated and the current placement was the best option.

Councilmember Waszczak asked for information about the watershed and flooding issues and if the development has planned for 100 year and 1,000 year floods.

Mr. Rivera responded that the flooding issues will be improved by the development and is subject to planning for a 100 year flood but not a 1,000 year flood.

Councilmember Waszczak stated that the property as designed is subject to problems from a 1,000 year flood and asked who is responsible for clearing debris from a road if were to be closed due to flooding.

Mr. Rivera responded that the streets are owned by the City so it would be the City's responsibility to

clear them.

Councilmember Strab asked for clarity about the details of the flood plain compensatory storage area.

Mr. Rivera provided further detail on the compensatory storage area, and clarified that it would be a dry area rather than a pond that collects water.

8. City Administrator Update (8:00 p.m. - 8:20 p.m.)

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

9. Proclamations

This agenda item was Approved.

9.a. Proclamation Recognizing November 26, 2022 as Small Business Saturday in the City of Hyattsville [HCC-134-FY23](#)

I move that the Mayor and Council adopt a proclamation recognizing November 26, 2022, as Small Business Saturday in the City of Hyattsville.

Sponsors: City Administrator

Attachments: [CM 1121 Small Business Saturday 2022_SHL \(1\)](#)

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

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

Absent: Simasek

10. Appointments

10.a. Appointment of Council Liaison to the Education Advisory Committee [HCC-145-FY23](#)

I move that the Mayor and Council approve the appointment of Emily Strab (Ward 2) as Council liaison to the Education Advisory Committee.

Sponsors: City Administrator

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

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

Absent: Simasek

10.b. Appointment to the Planning Committee[HCC-150-FY23](#)

I move the Mayor and Council appoint Daniel Amador (Ward 5) to the Planning Committee for a term of two (2) years to end on November 30, 2024.

Sponsors: Simasek

Attachments: [Daniel Amador Oct 21,21 redac](#)

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

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

Absent: Simasek

11. Consent Items (8:25 p.m. - 8:30 p.m.)

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

A motion was made by Council President Solomon, seconded by Councilmember Sandino, to approve the Consent Agenda. The motion carried unanimously.

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

Absent: Simasek

11.a. Purchase of Street Sweeper[HCC-136-FY23](#)

I move the Mayor and Council authorize the City Administrator to enter into an agreement with Mid-Atlantic Waste Systems for the purchase of a TYMCO Street Sweeper and authorize an expenditure not to exceed \$300,000.00 of American Rescue Act funds. The Treasurer is authorized to make a required modification to the budget to facilitate this purchase, pending legal review.

Sponsors: City Administrator

Attachments: [Hyattsville MD Mid-Atlantic DST4 10 20 2022 Sourcewell](#)
[TYMCO Contract 122017](#)
[Regen Air System](#)

11.b. Vehicle Acquisition Authorization [HCC-137-FY23](#)

I move that the Mayor and Council authorize the City Administrator to proceed with the acquisition of two (2) 2022 Ford F150 trucks from Bob Bell Automotive, 7125 Ritchie Highway, Glenn Burnie, MD for a cost not to exceed \$110,000.00.

Sponsors: City Administrator

Attachments: [Ford pickup purchase memo](#)
[Ford 150 - Bob Bell](#)

11.c. Space Utilization Study Services [HCC-142-FY23](#)

I move the Mayor and Council authorize the City Administrator to execute a contract for services with Fentress Inc., 945 Sunset Valley Drive, Sykesville Maryland 21784 for the purpose of performing a space utilization and growth analysis to of the City's offices and programmed space at a cost not to exceed \$44,000, upon legal review and approval of the City Attorney.

Sponsors: City Administrator

Attachments: [Memo - Space Utilization and Growth Planning](#)

11.d. Zoning Variance Request V-67-22 - 5820 31st Place, Hyattsville [HCC-143-FY23](#)

I move the City Council support V-67-22 for the subject property at 5820 31st Place, Hyattsville, and request that the Board of Zoning Appeals approve this application for variances to validate existing conditions of the net lot area, front yard depth and side yard width.

Sponsors: City Administrator

Attachments: [Memo - V-67-22 FINAL](#)
[V-67-22 Binder](#)

11.e. Awarding of a Contract to Study the City of Hyattsville Property Tax Relief Programs for Low and Fixed-Income Homeowners [HCC-147-FY23](#)

I move the Mayor and Council authorize the City Administrator to execute a contract for professional services with PFM Group Consulting LLC., 1735 Market Street, Philadelphia, PA for the purposes revisiting Ordinance 2008-07 Hyattsville Homeowners Tax Credit and Homestead Tax Credit Programs to include but not limited to reviewing these property tax relief programs and to provide a final report outlining recommendations for program improvement and/or identifying other alternatives to these programs at a cost not to exceed \$52,900, upon legal review and approval of the City Attorney.

Sponsors: City Administrator

11.f. Disbursement of Ward 2 Discretionary Funds[HCC-148-FY23](#)

I move that the Mayor and Council authorize the disbursement of \$100 from the Ward 2 discretionary fund to Shortcake Bakery in support of the Police and Public Safety Committee's event honoring the Hyattsville Police and Public Works Departments.

Sponsors: Schaible and Strab

11.g. Disbursement of Ward 5 Discretionary Funds[HCC-149-FY23](#)

I move that the Mayor and Council authorize the disbursement of \$100 from the Ward 5 discretionary fund to Shortcake Bakery in support of the Police and Public Safety Committee's event honoring the Hyattsville Police and Public Works Departments.

Sponsors: Solomon and Sandino

11.h. Hyattsville Ordinance 2022-07 Comcast Franchise Renewal and Agreement[HCC-152-FY23](#)

I move the Mayor and Council introduce Hyattsville Ordinance 2022-07, an ordinance granting a renewal of the cable franchise to Comcast of Maryland, LLC and authorizing a franchise agreement (INTRODUCTION & FIRST READING).

Sponsors: City Administrator

Attachments: [Ordinance re Comcast Franchise Agreement](#)

12. Action Items (8:30 p.m. - 9:30 p.m.)

12.a. Hyattsville Ordinance 2022-05: Animal Welfare and Community Safety Act [HCC-139-FY23](#)

I move the Mayor and Council introduce Hyattsville Ordinance 2022-05, an ordinance whereby the City Council amends Chapter 52 of the City of Hyattsville Code to update and clarify the animal welfare provisions contained therein (INTRODUCTION & FIRST READING).

Sponsors: City Administrator

Attachments: [Animal Welfare Ordinance Update](#)
[Animal Welfare Ordinance amending Chp. 52 - Draft for Council Discussion -CLEAN COPY 11.9.22 for packet](#)

City Clerk Laura Reams presented the details of the ordinance.

Council Vice-President Schaible expressed his support for the ordinance and appreciation of the work that had been done by City staff in crafting the ordinance.

Councilmember Waszczak asked for clarity around the coordination of the Animal Control Liaison with the police department.

City Administrator Tracey Douglas gave an overview of the internal communication process for animal welfare related incidents.

Councilmember Waszczak asked for clarity around the issuing of citations.

Assistant City Administrator Jim Chandler explained the documentation and citation issuing process. He added that Prince George's County has more latitude in terms of enforcement than the City does, but that the City does have the authority to write citations for violations of the City Code.

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

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

Absent: Simasek

12.b. Church Place Redesign [HCC-146-FY23](#)

I move the City Council accept and approve the conceptual design for realignment of Church Place, between Farragut Street and Gallatin Street as well as supplemental safety features along adjacent sections of Gallatin Street, for the purpose of implementing pedestrian vehicular safety improvements within this section of roadway.

Sponsors: City Administrator

Attachments: [Church Place Alley 11x17 Board FINAL \(1\)](#)
[Memo-Church Place Redesign-October 2022](#)

Assistant City Administrator Jim Chandler gave an overview of the process to move forward with the redesign of Church Place.

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

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

Absent: Simasek

13. Discussion Items (9:30 p.m. - 10:00 p.m.)

13.a. City of Hyattsville Ward Redistricting: Selection of Ward Boundary Map[HCC-151-FY23](#)

This item is on the discussion agenda; however, Council is expected to take action to select a map after holding a discussion. The motion template is below and should be updated by Council at the meeting with the selected map.

I move the Mayor and Council direct the City Attorney to draft a Charter Amendment Resolution adjusting the Ward Boundaries of the City as indicated in the INSERT NAME OF MAP presented by the 2022 Redistricting Commission. I further move that the Mayor and Council schedule a Public Hearing on the proposed Charter Amendment Resolution to be held at 6 PM on Monday, December 19, 2022.

Sponsors: City Administrator

Attachments: [redistricting_additional_memo_final_FOR_PACKET](#)
[Growth Conscious Map \(version 4\)](#)
[Council Requests Map \(Option A\)](#)
[Council Requests Map \(Option B\)](#)

Council President Solomon read the motion and inserted "Council Requests Option B" into the motion language. It was seconded by Councilmember Strab.

Council President Solomon thanked City staff and the commission for their work during the process. He expressed his support for the Council Requests Option B map.

Staff Liaison to the Redistricting Commission Cindy Zork presented the details of the three proposed maps, Growth Conscious Map V4, Council Requests Option A, and Council Requests Option B.

City Clerk Laura Reams detailed the process and timeline moving forward after a map is chosen.

Redistricting Commission chair Andrew Sayer gave an overview of the process that the commission undertook to create the maps. He stated that while all three maps each have their own merits, the commission recommends the Growth Conscious Map V4 because it takes into account future growth in the City.

Councilmember Denes stated his view that the manner in which the elected officials inserted themselves into the process to create the Council Requests maps is gerrymandering. He added that he believes that the Council Members were well intentioned, but that appearance and process matters. He stated his preference for the Growth Conscious Map V4 because it will result in fewer changes in the future and because the process used to create that map was not political.

Council President Solomon stated that he did not see politics played by any Council Member in the process and that there has been transparency throughout. He explained that the Council did not introduce a map, but rather the Council made slight modifications to a map that was presented to the Council.

Councilmember Peabody expressed his support for the Growth Conscious V4 map. He asked for more information about the use of the sector plan by the commission and the impact on the Ward 1 and Ward 2 communities by adjusting the ward boundary to 42nd Avenue.

Mr. Sayer explained the commission's process around drawing the maps with consideration to the sector plan.

Redistricting commission member Carter Ross added that the Council Request Maps, that adhere closer to the sector plan, grows the population of Ward 5 more than the Growth Conscious Map V4. As a result, the Council Request Maps do not take into account the known future population growth in Ward 5 that is accounted for in the Growth Conscious Map V4.

Councilmember Denes, in response to Councilmember Peabody, replied that each boundary option between Ward 1 and Ward 2 has benefits and drawbacks. He added that the way the Council Requests maps were created does not feel right and he does not feel comfortable with the process used to create them.

Council Vice-President Schaible expressed his preference for the Growth Conscious Map V4, but also his desire that a map be chosen by the Council at the current meeting. He asked if there was a manner in which a preliminary vote could be taken to avoid the scenario that happened at the last meeting where no map was selected.

Ms. Reams replied that straw polls have been used in the past in such instances.

Councilmember Waszczak expressed her understanding of Councilmember Dene's viewpoint. Ms. Waszczak also expressed that she does not believe the public engagement process was as robust as she would have liked. She added that she would be in favor of either map but would like to know the City's Race and Equity Officer opinions of the maps.

Ms. Zork responded that the Race and Equity Officer provided the commission with a framework to build maps but did not offer specific feedback on each map.

Councilmember Strab stated her appreciation for the work done by the commission and her preference for Council Requests Map B.

Councilmember Haba stated that regardless of the map chosen, the boundaries will shift again in 10 years, so he does not have a strong preference between the maps.

Mayor Croslin asked if there was desire to take a straw poll.

Council President Solomon stated that the motion on the floor must be voted on first before a straw poll is taken.

Council Vice-President Schaible and Councilmember Waszczak stated their preference for taking a straw poll.

Ms. Reams stated that if the motion maker withdrew the motion, then the body could proceed with the straw poll.

Mayor Croslin asked Council President Solomon what he would like to do.

Council President Solomon stated he would like to take the vote on the motion.

A roll call vote was taken on the motion.

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

Aye: Croslin, Solomon, Waszczak, Haba, Sandino, and Strab

Nay: Schaible, Denes, McClellan, and Peabody

Absent: Simasek

14. Council Dialogue (10:00 p.m. - 10:10 p.m.)

15. Motion to Adjourn

The meeting adjourned at 10:15 p.m.

A motion was made by Councilmember Haba, seconded by Councilmember Waszczak, that the meeting be adjourned. The motion carried by the following vote:

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

Absent: Simasek

City of Hyattsville

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



Meeting Minutes

Monday, December 5, 2022

7:00 PM

Resister in advance for this webinar:

https://us06web.zoom.us/webinar/register/WN_yDGcoC63T_eWm5uRBKaKeA

Virtual

City Council

Robert S. Croslin, Mayor
Joseph Solomon, Council President, Ward 5
Danny Schaible, Council Vice President, Ward 2
Sam Denes, Ward 1
Joanne Waszczak, Ward 1
Emily Strab, Ward 2
Ben Simasek, Ward 3
Jimmy McClellan, Ward 3
Edouard Haba, Ward 4
Daniel Peabody, Ward 4
Rommel Sandino, Ward 5

ADMINISTRATION

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

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

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) 985-5009. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

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

PUBLIC INPUT: If you wish to address the Council during the Public Comment period, please use the "Raise Hand" feature in the virtual meeting interface. Participants may also submit statements electronically using the eComment feature at www.hyattsville.org/meetings or via email to cityclerk@hyattsville.org no later than two (2) hours prior to the start of the meeting. 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.

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

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

Meeting Notice:

The Hyattsville City Council will hold its meeting on Monday, December 5, 2022 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.

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 using the eComment feature at www.hyattsville.org/meetings or via email to cityclerk@hyattsville.org no later than two (2) hours prior to the start of the meeting. 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.

https://us06web.zoom.us/webinar/register/WN_yDGcoC63T_eWm5uRBKaKeA

1. Call to Order and Council Roll Call

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

Also Present:

City Administrator-Tracey Douglas
 Deputy City Administrator-Consuela Barbour
 Assistant City Administrator-Jim Chandler
 Chief of Police-Jarod Towers
 Director of Public Works-Lesley Riddle
 Director of Community Services-Sandra Shepherd
 Deputy City Clerk-Nate Groenendyk
 American Rescue Plan Fund Program Manager-Patrick Paschall
 Deputy Director of Public Works-Hal Metzler
 City Planner-Holly Simmons
 City Planner-Taylor Robey

Present: Mayor Robert Croslin
 Council President Joseph Solomon
 Council Vice-President Danny Schaible
 Councilmember Sam Denes
 Councilmember Joanne Waszczak
 Councilmember Ben Simasek
 Councilmember Jimmy McClellan
 Councilmember Edouard Haba
 Councilmember Rommel Sandino
 Councilmember Emily Strab

Absent: Councilmember Daniel Peabody

2. Pledge of Allegiance to the Flag**3. Approval of Agenda**

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

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

Absent: Peabody

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

Daniel Broder spoke in opposition to the Suffrage Point DSP 21001, citing past issues with the developer.

Maria Belavi asked the Council to recommend approval of the variance request on the agenda (Item 9.b.). She provided details about the property and reasoning for the variance request.

Greg Smith spoke in opposition to the Suffrage Point DSP 21001, citing past issues with the developer.

James Brodie spoke about an ongoing issue with parking enforcement at 38th and Longfellow. He asked for someone from the City to reach out to him.

Claire Panak spoke in support of residents modifying their homes to suit their needs.

Melissa Schweisguth provided a written comment asking for the City to broaden the scope of the transportation and traffic calming designs to include safety for pedestrians, cyclists, and those using alternative modes of transport.

Greg Smith provided a written comment on behalf of 37 Hyattsville residents in opposition to Suffrage Point DSP 21001 and asking the City to urge the Planning Board to cancel its upcoming hearing on the application.

5. Community Notices and Meetings**5.a. Main City Calendar: December 6, 2022 - December 19, 2022**[HCC-159-FY23](#)

N/A

Sponsors: City Administrator

Attachments: [City Calendar December 6, 2022 - December 19, 2022](#)

6. City Administrator Update (7:20 p.m. - 7:50 p.m)

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

Assistant City Administrator Jim Chandler provided details on an outreach event for the Community Sustainability Plan.

American Rescue Plan Fund Program Manager Patrick Paschall gave an update on the current financial state of the City's ARPA fund programs.

Councilmember Waszczak asked for a future presentation about the space utilization study. She asked for clarity around being asked for personal information to use the soon-to-be-installed Portland Loos.

Director of Public Works Lesley Riddle replied that the Portland Loos are open to the public and did not require disclosure of personal information for use.

Councilmember Waszczak asked for a Council work session to assess all the ARPA programs as a whole.

Mr. Paschall replied that staff is hoping to have a meeting during January.

Councilmember Haba asked who the childcare providers should contact to inquire about ARPA funds.

Mr. Paschall replied that he (Mr. Paschall) is the point of contact for childcare providers.

7. Appointments

Both appointments were approved in a single vote.

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

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

Absent: Peabody

7.a. Appointment to the Health, Wellness, and Recreation Advisory Committee

[HCC-157-FY23](#)

I move that the Mayor and Council approve the appointment of Arinee Flurry (Ward 1) to the Health, Wellness, and Recreation Advisory Committee for term of two (2) years to expire on December 31, 2024.

Sponsors: Denes and Waszczak

Attachments: [Arinee Flurry redac](#)

7.b. Appointment to the Educational Facilities Task Force [HCC-158-FY23](#)

I move that the Mayor and Council approve the appointment of Amy Parker (Ward 3) to the Educational Facilities Task Force for a term of two (2) years to expire on December 31, 2024.

Sponsors: Waszczak, Denes and Peabody

Attachments: [Amy Parker redac](#)

8. Consent Items (7:50 p.m. - 7:55 p.m.)

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

A motion was made by Council President Solomon, seconded by Councilmember Simasek, to approve the Consent Agenda. The motion carried by the following vote:

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

Absent: Peabody

8.a. City Wide Compost Cart Purchase and Rollout [HCC-132-FY23](#)

I move that the Mayor and Council authorize the City Administrator to enter into an agreement with Rehrig Pacific Company for the purchase of Compost carts to be distributed to all homes in the City currently eligible for municipal compost pickup. Additionally, an expenditure not to exceed \$180,000 is authorized to facilitate this purchase utilizing the Omnia Partners collective purchasing agreement, of which the City is a member, pending legal review.

Sponsors: City Administrator

Attachments: [Hyattsville MD 35G EG Organics w Manual Lock Quote 8-2-22](#)

8.b. Hyattsville Ordinance 2022-07 Comcast Franchise Renewal and Agreement [HCC-154-FY23](#)

I move the Mayor and Council adopt Hyattsville Ordinance 2022-07, an ordinance granting a renewal of the cable franchise to Comcast of Maryland, LLC and authorizing a franchise agreement (SECOND READING & ADOPTION).

Sponsors: City Administrator

Attachments: [Hyattsville Ordinance 2022-07 Comcast Franchise Agreement](#)

8.c. Hyattsville Ordinance 2022-05: Animal Welfare and Community Safety Act [HCC-155-FY23](#)

I move the Mayor and Council adopt Hyattsville Ordinance 2022-05, an ordinance whereby the City Council amends Chapter 52 of the City of Hyattsville Code to update and clarify the animal welfare provisions contained therein (SECOND READING & ADOPTION).

Sponsors: City Administrator

Attachments: [Animal Welfare Ordinance Update](#)
[Hyattsville Ordinance 2022-05 Animal Welfare and Community Safety Act](#)

8.d. FY23 Budget Amendment - Acceptance of Donation from Toyota of Bowie [HCC-156-FY23](#)

I move that the Mayor and Council accept and appropriate \$1,000 from Toyota of Bowie in support of the City's initiatives to provide holiday meals to residents.

Sponsors: City Administrator

8.e. As Built Survey for Wells Blvd/Pkwy Green Street Project [HCC-160-FY23](#)

I move that the Mayor and Council authorize an expenditure not to exceed \$17,000.00 to Johnson, Mirmiran, and Thompson (JMT) to complete an as-built survey for the Wells Blvd/Pkwy Green Street project as required by Prince George's County Department of Permitting, Inspections, and Enforcement (DPIE) under their existing contract with the City.

Sponsors: City Administrator

Attachments: [TO 69 Wells Blvd As builds Proposal 11.14.22](#)

8.f. Dewey Parcel - Traffic Signal Easement Agreement [HCC-161-FY23](#)

I move the City Council authorize the City Administrator to execute a Traffic Signal Easement (TSE) agreement between the City of Hyattsville and Prince George's County Department of Public Works & Transportation for the purposes of constructing and operating a new traffic signal at the intersection of Belcrest Road and Melville Street (new road), Hyattsville.

Sponsors: City Administrator

Attachments: [Memo - Dewey Parcel - TSE Agreement](#)
[Dewey Property - Traffic signal easement](#)
[Exhibit A](#)
[Exhibit B](#)

9. Action Items (7:55 p.m. - 9:15 p.m.)

9.a. Small Business Emergency Relief Program Funding Increase[HCC-153-FY23](#)

Prior to this motion being read and acted upon, the Council must move to untable the motion.

I move that the Mayor and Council allocate and authorize the expenditure of an additional \$500,000 for the Small Business Emergency Relief program using American Rescue Plan Act funds, bringing the total allocation for Small Business Relief Programs under ARPA to \$1,500,000.

Sponsors: City Administrator

Council President Solomon moved to take motion HCC-153-FY23 off of the table and add it to the agenda. The motion to take off the table was seconded by Councilmember Waszczak and it was approved unanimously.

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

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

Absent: Peabody

9.b. Zoning Variance Request V-74-22 - 4708 Banner Street, Hyattsville[HCC-162-FY23](#)

I move the City Council authorize the Mayor to send correspondence to the Board of Zoning Appeals requesting the denial of V-74-22, a zoning variance request for the subject property at 4708 Banner Street, Hyattsville. The correspondence shall affirm the City's recommendation for amendments to the application and resubmission for the purpose of enabling the applicant to proceed with the intended improvements to the primary structure, while also bringing the property into conformance with applicable sections of Zoning Code.

Sponsors: City Administrator

Attachments: [Memo - V-74-22 FINAL](#)
[V-74-22 Binder](#)
[City of Hyattsville Zoning Variance Policy Statement & Variance Process ENGLISH](#)

City Planner Holly Simmons presented the variance request and the reasoning for the staff recommendation to not support its approval.

Councilmember Simasek asked for clarification regarding the 1.4% coverage variance request.

Ms. Simmons replied that the variance is requested for the proposed new construction.

Councilmember Strab asked for confirmation that the staff still wants to deny the appeal given the coverage is only 1.4%

Ms. Simmons confirmed the staff's recommendation stating that there are opportunities for the applicant to come into compliance that would not require the variance.

Councilmember Strab asked for an estimate of cost in time for the applicant to reapply for the permit.

Ms. Simmons replied that the time cost is hard to calculate and that it would depend upon the course of action the applicant takes moving forward. Mr. Chandler added that the applicant could amend the site and then the variance would not be required.

Councilmember Denes asked for clarity around the lot coverage percentage.

Ms. Simmons replied that walkways are not considered in the lot coverage calculation. She added that one remedy for the applicant would be to eliminate part of their driveway or to remove a shed.

Councilmember Waszczak asked about the process for the applicant if they were to make one of the suggested changes to the application.

Ms. Simmons provided an overview of the process for the applicant to amend their site plan.

Councilmember Waszczak asked Mr. Chandler about a separate agenda item where a variance approval is recommended and what the danger is to make an exception in this case.

Mr. Chandler explained that this specific variance pertains to pervious versus impervious surfaces.

Councilmember Denes asked if walkways are included in the net lot area.

Ms. Simmons replied that walkways are included in the net lot area.

Councilmember Simasek expressed his preference to remain consistent with enforcing the limit because it relates directly to rain water runoff and potential flooding.

Council President Solomon expressed his slight preference for allowing the variance, but wants to hear from the Ward 1 Council Members before making a decision.

Councilmember Schaible asked how the patio is counted in terms of coverage of the lot.

Ms. Simmons replied that it would not be calculated in the lot coverage ratio, but perhaps would be calculated in terms of impervious surface related to storm water runoff.

Councilmember Schaible asked if the 35% lot coverage limit is a reasonable number compared to other municipalities.

Ms. Simmons replied that she tends not to look at the issue in that manner. She reiterated that she evaluates variance requests based on the particulars of a property, and specifically if there is an aspect of a property that would warrant relief from the code. She added that in this case, the City does not believe there is anything of that nature preventing the applicant from meeting the code.

Councilmember Waszczak, in response to Council President Solomon, expressed her preference to deny the variance request but also for the homeowner to work with City staff to address the issues and search out funding sources to do so.

Councilmember Strab stated that even with rebate programs to assist with removing pavement and replacing with pervious material, the work could still be costly to the homeowner.

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

Aye: Croslin, Solomon, Schaible, Denes, Waszczak, Simasek, McClellan, Haba, and Sandino
Nay: Strab
Absent: Peabody

9.c. Transportation and Traffic Calming Design[HCC-165-FY23](#)

I move that the Mayor and Council authorize an expenditure not to exceed \$400,000 to Toole Design for the design of West Hyattsville Road Projects phase 5 and 7, Church Alley Project, as well as several other traffic calming and road improvement projects under their existing On-Call Transportation Engineering and Design Contract.

Sponsors: City Administrator

Attachments: [2022_09_28 Church Alley Repurpose Scope PHASE B](#)
[2022-9-28_50737_Nicholas Orem Scope and Fee](#)
[2022-9-28_Jefferson Street Bike Blvd_Evaluation and Street Art](#)
[2022-09-28_Hamilton Street 4000 and 4100 Blocks](#)
[2022-09-28_Nicholson Street Scope and Fee](#)
[2022-06-15 Farragut Street Scope and Fee](#)
[2022-06-09 Oglethorpe Street Scope and Fee](#)
[Hyattsville Traffic Calming and Multimodal Safety Toolbox 080422](#)

Deputy Director of Public Works Hal Metzler presented the scope of the proposed contract with Toole Design Group.

Council President Solomon asked for confirmation that the removal of the hawk signal at Nicholson Street and the work to be done on Gallatin were still scheduled to move forward.

Mr. Metzler confirmed that the two projects are moving forward as part of separate contracts.

Councilmember Haba asked if the plan includes speed control devices like speed humps at various locations asked for by residents.

Mr. Metzler replied that the speed calming devices in question will be proposed by another firm as part of a different contract.

Councilmember Waszczak expressed her preference for Toole Design to emphasize the safety of pedestrians, cyclists, and those with mobility issues.

Director of Public Works Lesley Riddle responded that the City is committed to the safety of all residents and will ensure that the scope of work reflects that commitment.

Council Vice-President Schaible stated the importance that every project includes public input. He asked for clarity around the projects in the proposed contract that do not include public feedback in the scope.

Mr. Metzler explained that public input is sought on each design, but based on the project, may come at different points throughout the process.

Council Vice-President Schaible asked if the tool kit, created by Toole, will include protocols for traffic calming devices.

Mr. Metzler replied that traffic calming assessment is done on a case-by-case basis but there is a protocol regarding when to implement a traffic calming device.

Council Vice-President expressed his desire to have a more consistent protocol around all aspects of the traffic calming process in order to better communicate to residents.

Councilmember Denes expressed concern that the contract states the City will respond within two weeks of proposals and the effect that would have on getting robust public and Council feedback.

Mr. Metzler responded that the two week timeline is meant to keep City staff on schedule and not meant to limit feedback.

Ms. Riddle added her agreement with previous comments regarding the need for a more robust review process.

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

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

Absent: Peabody

9.d. Suffrage Point Development - Detailed Site Plan 21001[HCC-166-FY23](#)

I move the City Council to authorize the Mayor to send correspondence to the Maryland-National Capital Park & Planning Commission regarding Suffrage Point DSP 21001. In its correspondence to the Board, the City shall convey as follows:

1. The site plan be revised to provide a pedestrian connection to the abutting property, Driskell Park, from the site at Parcel D be made to ensure pedestrian connectivity is achieved between the two sites as conditioned in 9e of the Preliminary Plan of Subdivision and that detailed site plans include crosswalks, or other mechanisms to enhance pedestrian visibility, where pedestrian infrastructure crosses vehicular infrastructure throughout the site.
2. The applicant be required to coordinate with Historic Preservation Section of Park and Planning regarding the timing for installation of signage and implementation of public outreach measures for the Suffrage Walk.
3. The applicant dedicate Parcels C and D to the City of Hyattsville for the purposes of maintaining access to existing park structures and to allow additional space for intersection improvements at Gallatin Street and the entrance to Driskell Park and that Parcel B2 be dedicated as a Public Use Easement, in which the applicant shall maintain ownership of Parcel B2, but access of the parcel shall be granted to the general public. Parcel B2 shall primarily serve to provide compensatory storage for the subject parcel, but shall be used by the public, and permitted at the City's discretion, under a separate Memorandum of Understanding.
4. The applicant revise the site plan to include additional lighting throughout the site including low voltage and low to the ground lighting along all pathways between houses and appropriate lighting be affixed to the front and back façade of all residential dwelling units to provide additional visibility at entrances and exits to dwellings and along pathways. Exterior lighting should be similar in design to that used in the Suffrage Point upper site conform to Pepco standards so that it may be accepted into the public utility system where appropriate.
5. The City is supportive of the applicant's request for a variance to the DDOZ standard to support deeper front porches, as the percentage is within 5% of requirements and is consistent with variances supported by the City for previous applications. Front porches as proposed in this application provide a sense of place, eyes on the street, and is consistent with housing characteristics of existing homes within the Historic District.
6. The applicant revise the site plan to provide additional plantings within the compensatory storage parcel. Landscape plantings shall be limited to native species and specifically those which survive sustained periods of inundation such as rush, panicum, swamp milkweed and Joe Pye or shrubs like Itea, silky dogwood and winterberry holly.

Sponsors: City Administrator

Attachments: [Memo - DSP 21001 - Suffrage - Action Discussion Memo FINAL](#)
[Suffrage Point Presentation](#)

City Planner Taylor Robey presented the scope of the City's recommendations regarding the Suffrage Point DSP 21001.

Assistant City Administrator Jim Chandler clarified that the staff review of this aspect of the development is limited to the areas of signage, lighting, landscaping, etc. whereas the drawing of lot lines and housing density has already been approved. He also addressed the issue of the variance requested for porch size and the reasoning for staff supporting that variance.

Mayor Croslin asked what the result would be if the Council did not approve this correspondence.

Mr. Chandler replied that the City's comments are due this week and that the M-NCPPC has not yet released its staff report. He added that the issues addressed in the proposed correspondence have been raised at earlier reviews, and Council should address those issues at this time.

Council President Solomon expressed his desire for the Council to state its position in opposition to the DSP in its correspondence. He proposed that the motion be amended to "request denial of the DSP."

Councilmember Strab asked what the consequences would be if the DSP were to be denied.

Mr. Chandler outlined the possible courses of actions that the applicant could take if the DSP were to be denied.

Council Vice-President Schaible said that it is important for the new District Council to hear the City of Hyattsville's ongoing objection to the project. He asked if there was any update on the potential removal of trees in the site plan.

Werrlein attorney Norman Rivera responded that tree removal will be determined by the upcoming environmental planning review.

Councilmember Haba expressed his support for the amendment and adding language to indicate the City's requests should the DSP be approved.

Councilmember Waszczak proposed that the City submit a memo, rather than a letter, to list the concerns the City has had from the onset of this project. She proposed that the memo request a meeting with County leadership and her preference to not include the currently stated site plan requests. She added that this course of action may be successful due to the newly elected District Council.

Councilmember Simasek asked if this application would come before the District Council.

Mr. Chandler explained that the DSP could be brought before the District Council but it would not be required. He added that forgoing this communication to the planning board would limit what the District Council could consider.

Councilmember Simasek expressed his support for the previously stated amendment, and added that the City's ongoing history of objection to this project should be noted.

Councilmember Haba suggested the City send two correspondences.

Councilmember Strab expressed support for sending two correspondences.

Councilmember Waszczak reiterated her concern that the City could be sending conflicting messages and proposed specific timing to ensure the City's objection to the project be prioritized. She asked for the deadline to send correspondence to the planning board.

Mr. Chandler replied that the correspondence is due within two days. He added that the Council should be careful to adhere to the District Council rules of procedure when communicating about this issue.

Council President Solomon read the following amendments to be considered by the council:

Amendment #1: "I move that the City Council authorize the Mayor to send correspondence to the M-NCPPC requesting Denial of Suffrage Point DSP 21001. In its correspondence to the Board, the City shall convey that should the Board wish to approve DSP 21001, the following points should be considered:"

Amendment #2: The history of the project and City's correspondence prior to arriving at DSP 21001.

Councilmember Strab asked about adding a request regarding tree preservation to the correspondence.

Mr. Chandler responded that there is an environmental review that will determine tree preservation.

Councilmember Waszczak reiterated her request to write two separate memos.

Council President Solomon suggested that a second memo to the District Council be drafted and brought to the Council at a future meeting. He reiterated Mr. Chandler's point that correspondence directly to the District Council about a matter before them would not be appropriate.

The amendments were seconded by Councilmember Sandino. The amendments were voted on and approved by the following vote: Yes:9/No:0/Abstain:1 (Strab)

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

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

Absent: Peabody

10. Council Dialogue (9:15 p.m. - 9:20 p.m.)

11. Motion to Adjourn

The meeting adjourned at 10:12 p.m.

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

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

Absent: Peabody



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-174-FY23

12/19/2022

6.a.

Submitted by: Nate Groenendyk
Submitting Department: City Clerk
Agenda Section: Community Notices and Meetings

Item Title:
Main City Calendar: December 20, 2022 - January 3, 2023

Suggested Action:
N/A

Summary Background:
N/A

Next Steps:
N/A

Fiscal Impact:
N/A

City Administrator Comments:
N/A

Community Engagement:
N/A

Strategic Goals:
Goal 1 - Ensure Transparent and Accessible Governance

Legal Review Required?
N/A

For further information regarding City programming, events, or meetings please visit hyattsville.org/meetings or call 301-985-5000.

All committee meetings are virtual unless otherwise indicated below.

1. [Hyattsville Fresh Produce Distribution](#)

December 20, 2022, 12:00 PM

@First United Methodist Church, 6201 Belcrest Road

2. [Planning Committee Meeting](#)

December 20, 2022, 7:00 PM

3. [Ageless Grace Seated Exercise Class](#)

December 21, 2022, 10:00 AM - 11:30 AM

@the first floor of the City Building

Hyattsville seniors are invited to this free weekly, hour-long, seated exercise class that uses simple exercises to improve motor skills and brain function. Pre-registration and face coverings are required. To register, please contact (301) 985-5000 or email seniors@hyattsville.org.

4. [Code Compliance Advisory Committee Meeting](#)

December 21, 2022, 7:00 PM

5. [CITY OFFICES CLOSED FOR OBSERVED HOLIDAY: Christmas](#)

December 26, 2022, All Day

Hyattsville's administrative offices will be closed on December 26 in observance of Christmas. The City's COVID-19 testing and vaccination site will also be closed on December 24 and 26. There will be no yard waste, compost, or leaf Monday collection services the week of December 26. Trash and County recycling routes will remain the same. Have questions? Please call (301) 985-5032.

6. [Hyattsville Winter Camp!](#)

December 27, 2022, 8:00 AM - December 30, 2022, 3:00 PM

@Driskell Park Recreation Center, 3911 Hamilton Street

7. [Race & Equity Task Force Meeting](#)

December 27, 2022, 7:00 PM

8. [Ageless Grace Seated Exercise Class](#)

December 28, 2022, 10:00 AM - 11:30 AM

@the first floor of the City Building

9. [CITY OFFICES CLOSED FOR OBSERVED HOLIDAY: New Year's Day](#)

January 2, 2023, All Day

Hyattsville's administrative offices will be closed on January 2 in observance of New Year's Day. The City's COVID-19 testing and vaccination site will also be closed on December 31 and January 2. There will be no yard waste, compost, or leaf Monday collection services for the week of January 2. Trash and County recycling routes will remain the same. Have questions? Please call (301) 985-5032.



City of Hyattsville

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Agenda Item Report

File #: HCC-185-FY23

12/19/2022

8.a.

Submitted by: Patrick Paschall
Submitting Department: Finance
Agenda Section: Presentation

Item Title:
American Rescue Plan 2022 Year-End Update

Suggested Action:
Presentation Only

Summary Background:
The American Rescue Plan Program Manager will present a summary of American Rescue Plan expenses to-date and future plans.

Next Steps:
N/A

Fiscal Impact:
N/A

City Administrator Comments:
Click or tap here to enter text.

Community Engagement:
N/A

Strategic Goals:
Goal 1 - Ensure Transparent and Accessible Governance

Legal Review Required?
N/A

City of Hyattsville ARPA Expense Plans

v. 12.13.2022

Project Name	FY21-222 Planned	Planned additional Exp.	Total Project Expense	Category	Expense Category	Notes
Household Emergency Relief Program	\$1,200,000.00	\$2,500,000.00	\$3,700,000.00	Community Relief Programs	2	Includes additional administrative cost to administer the program
Sm Bus. Emergency Relief Programs	\$1,500,000.00	\$0.00	\$1,500,000.00	Community Relief Programs	2	
Electric Trash Truck and Street Sweeper	\$980,000.00	\$0.00	\$980,000.00	Equipment	6	Street Sweeper, Trash Truck
Police Vehicle Replacement	\$0.00	\$650,000.00	\$650,000.00	Equipment	6	Replacement of 14 outdated police vehicles
Renovation of Council Chambers	\$200,000.00	\$350,000.00	\$550,000.00	Infrastructure	6	
ARPA Project Management	\$175,000.00	\$300,000.00	\$475,000.00	Administrative	7	ARPA Prog. Mgr, Sm. Bus. Emergency Relief Coordinator, through 2024
Non-Profit Emergency Relief Programs	\$900,000.00	-\$500,000.00	\$400,000.00	Community Relief Programs	2	Reduce by \$500,000 due to utilization
Retention Bonuses for Sworn Officers	\$268,000.00	\$0.00	\$268,000.00	Staff	1	Project/expense complete
Premium Pay for Lower-Paid City Employees	\$210,279.87	\$0.00	\$210,279.87	Staff	4	Project/expense complete
IT Cabling at 4310 Gallatin St.	\$205,000.00	\$0.00	\$205,000.00	Infrastructure	5	
Portland Loo Installation	\$200,000.00	\$0.00	\$200,000.00	Infrastructure	1	
Food Assistance Program	\$200,000.00	\$0.00	\$200,000.00	Community Relief Programs	2	
ARPA Compliance Consulting	\$172,800.00	\$0.00	\$172,800.00	Administrative	7	Contract approved by Council for total NTE \$172,800 over 4 years.
Case Manager for Individual Relief Needs	\$156,000.00	\$0.00	\$156,000.00	Community Relief Programs	2	Through 12/31/24
Mobile Police Support Trailers	\$147,670.46	\$0.00	\$147,670.46	Equipment	1	Project/expense complete
COVID-19 Test Kits	\$125,000.00	\$0.00	\$125,000.00	Community Relief Programs	1	Project/expense complete
Emergency Relief Outreach	\$100,000.00	\$0.00	\$100,000.00	Community Relief Programs	7	
Child Care Assistance Program	\$100,000.00	\$0.00	\$100,000.00	Community Relief Programs	2	
Vaccine Incentive for City Employees	\$74,435.06	\$0.00	\$74,435.06	Staff	1	Project/expense complete
Computers for Hybrid Meetings	\$34,520.39	\$0.00	\$34,520.39	Equipment	1	Project/expense complete
Total:	\$6,948,705.78	\$3,300,000.00	\$10,248,705.78			

Additional ARPA Summaries
v. 12.13.2022

Total Project Expenses By Category

Category	Planned Expenses
Community Relief Programs	\$6,281,000.00
Equipment	\$1,812,190.85
Administrative	\$647,800.00
Infrastructure	\$955,000.00
Staff	\$552,714.93
Total	\$10,248,705.78

FY21-22 PLANNED Expenses By Category

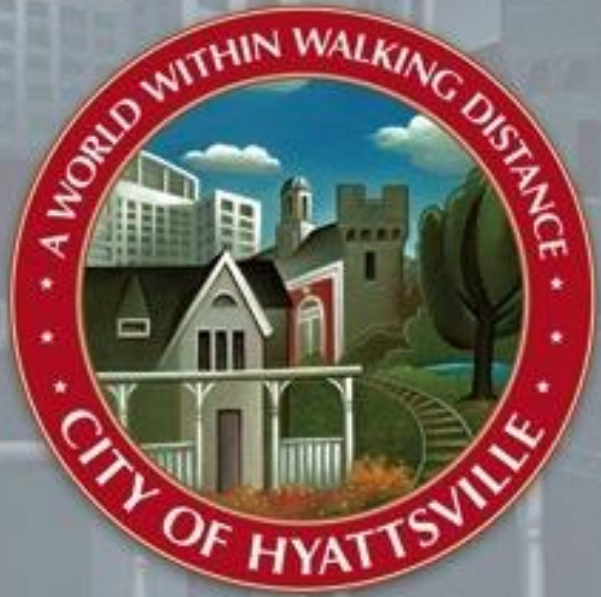
Category	Planned Expenses
Community Relief Programs	\$4,281,000.00
Equipment	\$1,162,190.85
Administrative	\$347,800.00
Infrastructure	\$605,000.00
Staff	\$552,714.93
Total	\$6,948,705.78

Revenue Replacement Calculation

Total Project Expense - Revenue Replacement	\$2,180,000.00
Total Project Expense - Other Expense Categories	\$8,068,705.78
Remaining Unspent/unplanned *all is eligible for Revenue Replacement	\$7,719,295.67
Total Award:	\$17,968,001.45

Planned Additional Expenses By Category

Category	Planned Expenses
Community Relief Programs	\$2,000,000.00
Equipment	\$650,000.00
Administrative	\$300,000.00
Infrastructure	\$350,000.00
Staff	\$0.00
Total	\$3,300,000.00



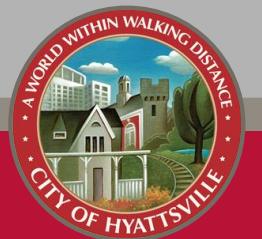
CITY OF HYATTSVILLE

American Rescue Plan 2022 Update

December 2022

AGENDA

1. ARPA Summary/Funding Objectives
2. FY21-22 Planned Expenses To-Date
3. Additional Planned Expenses FY22-25
4. Total Planned Project Expenses
5. Remaining ARPA Funds Available for Expenditure
6. Developing a Spending Plan/Timeline
7. Questions/Discussion





Summary of ARPA Awards

Prince George's County received a total of \$176.6m

Hyattsville awarded \$17.9m

- 1st Tranche: \$8,980,640
- 2nd Tranche: \$8,987,361.45
- Additional: \$6,721.45
- Total: \$17,968,001.45

Funding Objectives

1. Support urgent COVID-19 response efforts to continue to decrease spread of the virus and bring the pandemic under control
2. Replace lost public sector revenue to strengthen support for vital public services and help retain jobs
3. Support immediate economic stabilization for households and businesses
4. Address systemic public health and economic challenges that have contributed to the inequal impact of the pandemic

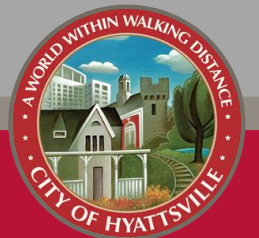
Spending Limitations:

- Hyattsville must expend or obligate all ARPA funds by December 31, 2024
- All obligated ARPA funds must be spent by December 31, 2026



Ineligible Uses

1. HVL may not “use funds . . . to either directly or indirectly offset a reduction in . . . net tax revenue . . . resulting from a change in law, regulation, or administrative interpretation during the covered period that reduces any tax . . . Or delays the imposition of any tax or tax increase.”
2. Local governments also cannot use ARPA funds to make payments into a pension fund, or to support any other Other Post Employment Benefits (OPEB) payments.
3. Within each spending category, there are limitations on the use of funds.



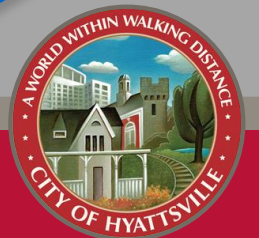
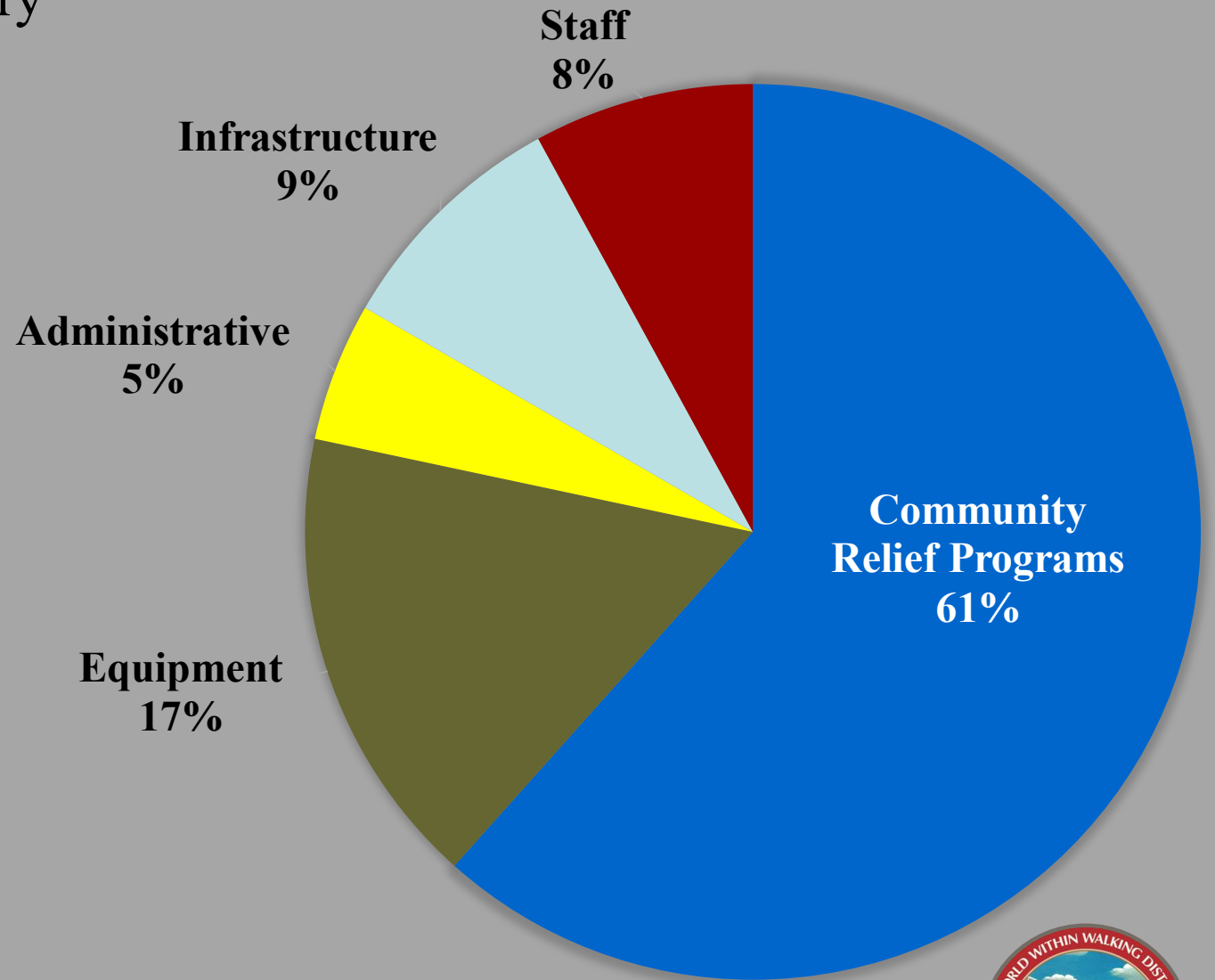


Important Considerations

1. Balancing *urgent needs with longer-term recovery needs*
2. Staff resources available/needed to implement programs
3. Ongoing structural costs
4. Evaluation and evidence-based practices
5. Pooling funds with neighboring jurisdictions
6. What are the City's goals and/or priorities?

FY21-22 Planned Expenses by Category

Category	Planned Expenses
Community Relief Programs	\$4,281,000.00
Equipment	\$1,162,190.85
Administrative	\$347,800.00
Infrastructure	\$605,000.00
Staff	\$552,714.93
Total	\$6,948,705.78





Community Relief Programs

- Household Emergency Relief Program - \$1,200,000
- Small Business Emergency Relief Program - \$1,500,000
- Non-Profit Emergency Relief Program - \$900,000
- Child Care Assistance Program - \$100,000
- Food Assistance Program - \$200,000
- COVID-19 Test Kits - \$125,000
- Emergency Relief Outreach - \$100,000
- Case Manager for Individual Relief - \$156,000

Total Community Relief Programs: \$4,281,000



FY21-22 Planned Expenses: Equipment, Infrastructure

Equipment

- Electric Trash Truck - \$680,000
- Street Sweeper - \$290,000
- Mobile Police Support Trailers - \$147,670.46
- Computers for Hybrid Meetings - \$34,520.39

Total Equipment: \$1,162,190.85

Infrastructure

- IT Cabling at 4310 Gallatin St. - \$205,000
- Portland Loo Installatoin - \$200,000
- Renovation of Council Chambers \$200,000

Total Infrastructure: \$605,000



FY 21-22 Planned Expenses: Staff & Administrative

Staff

- Premium Pay for Lower-Paid City Employees - \$210,279.87
- Retention Bonuses for Sworn Officers - \$268,000
- Vaccine Incentive Program for City Employees - \$74,435.06

Total Staff: \$552,714.93

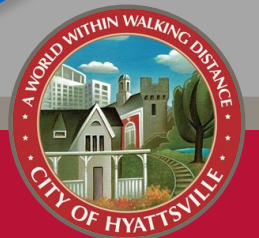
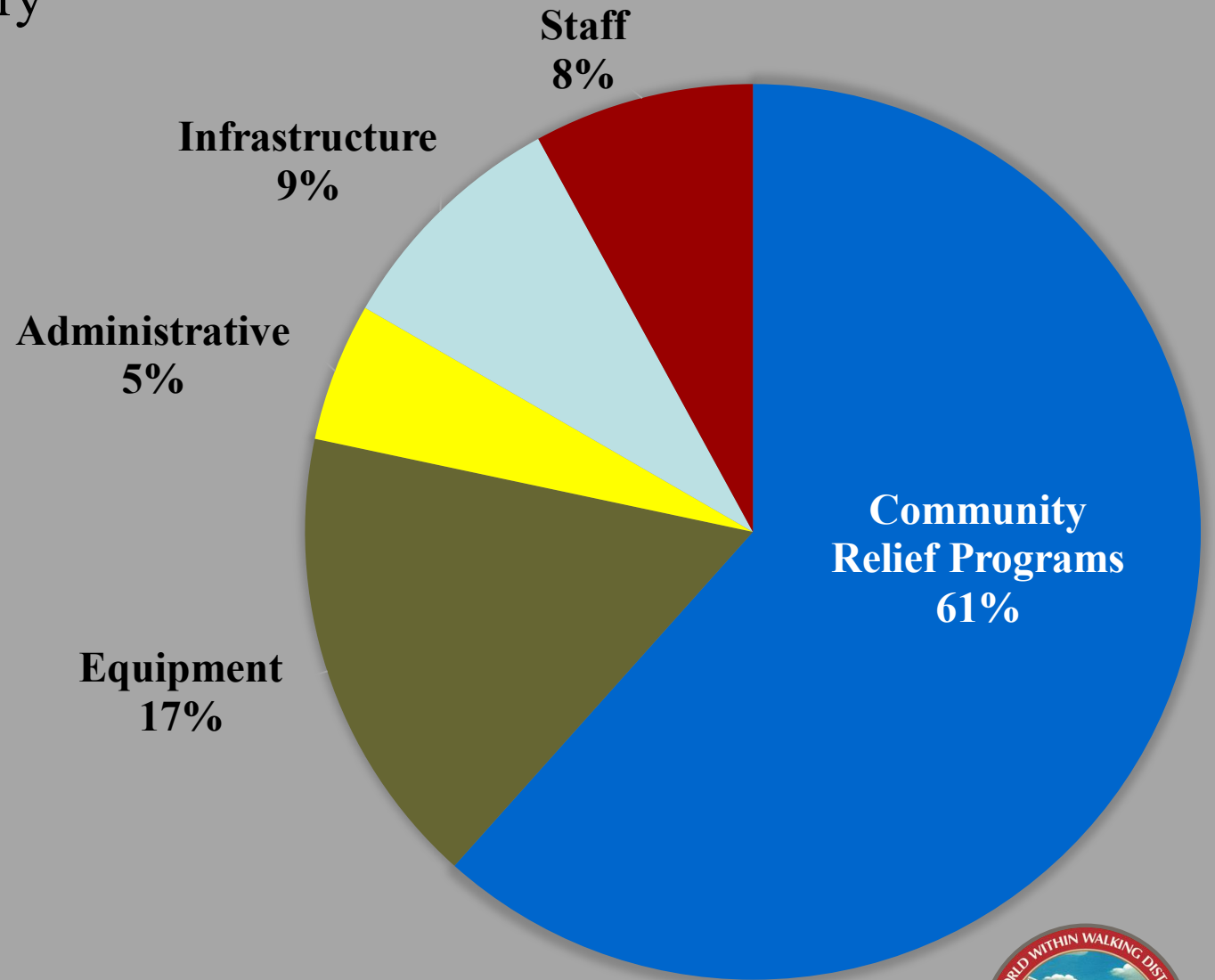
Administrative:

- ARPA Project Management - \$175,000
- ARPA Compliance Consulting - \$172,800

Total Administrative: \$347,800

FY21-22 Planned Expenses by Category

Category	Planned Expenses
Community Relief Programs	\$4,281,000.00
Equipment	\$1,162,190.85
Administrative	\$347,800.00
Infrastructure	\$605,000.00
Staff	\$552,714.93
Total	\$6,948,705.78



Proposed Additional Expenses

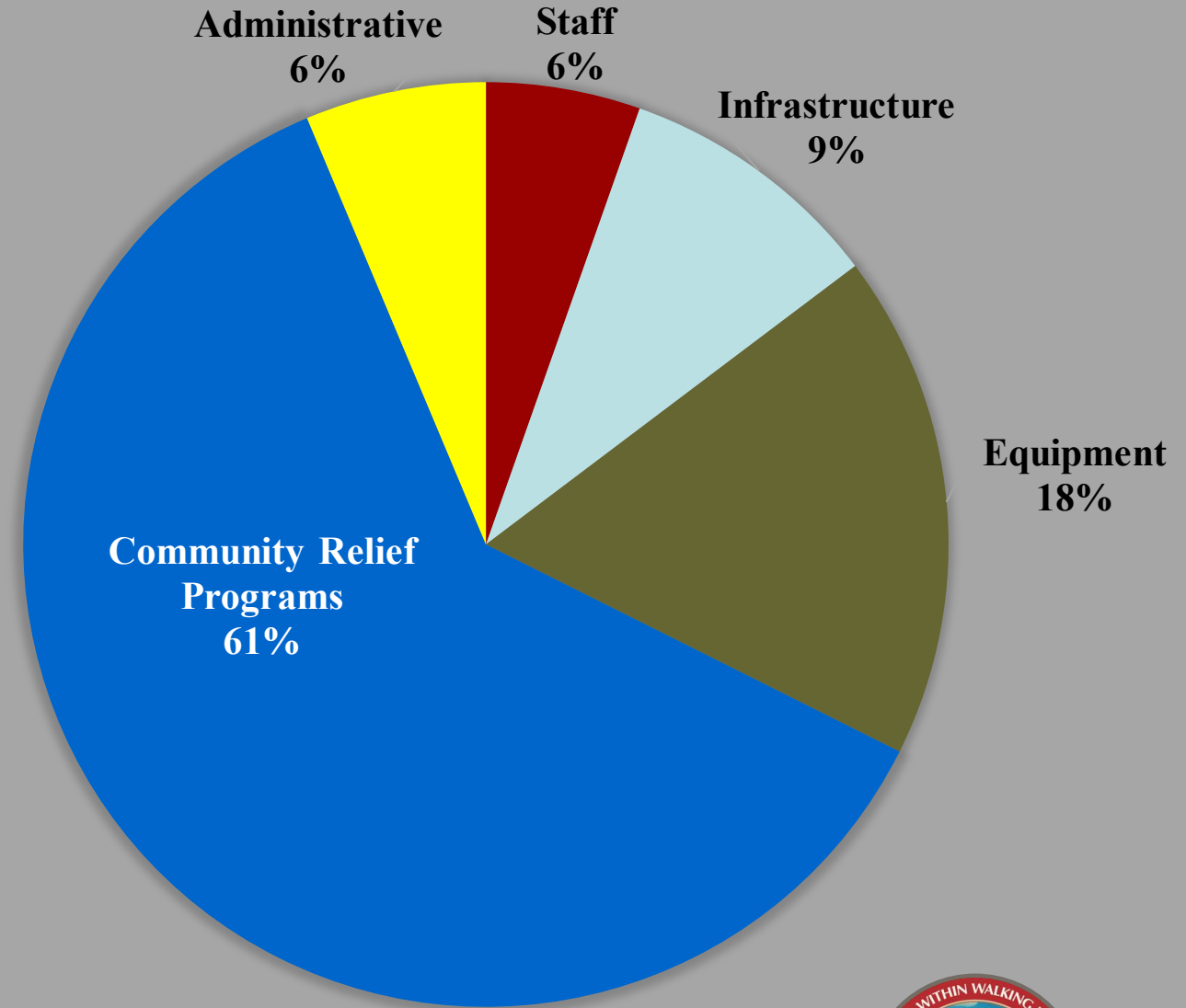
- Household Emergency Relief Program – **increase** by \$2,500,000 (was \$1,200,000)
- Non-Profit Emergency Relief – **decrease** by \$500,000 (was \$1,000,000)
- Renovation of Council Chambers – **increase** by \$350,000 (was \$200,000)
- Project Administration through Dec. 2024 - \$300,000
- Replacement of 14 police vehicles - \$650,000

Category	Proposed Expenses
Community Relief Programs	\$2,000,000.00
Equipment	\$650,000.00
Administrative	\$300,000.00
Infrastructure	\$350,000.00
Staff	\$0.00
Total	\$3,300,000.00



Total Project Expenses by Category w/ Proposed Additional Expenses

Category	Planned Expenses
Community Relief Programs	\$6,281,000.00
Equipment	\$1,812,190.85
Administrative	\$647,800.00
Infrastructure	\$955,000.00
Staff	\$552,714.93
Total	\$10,248,705.78

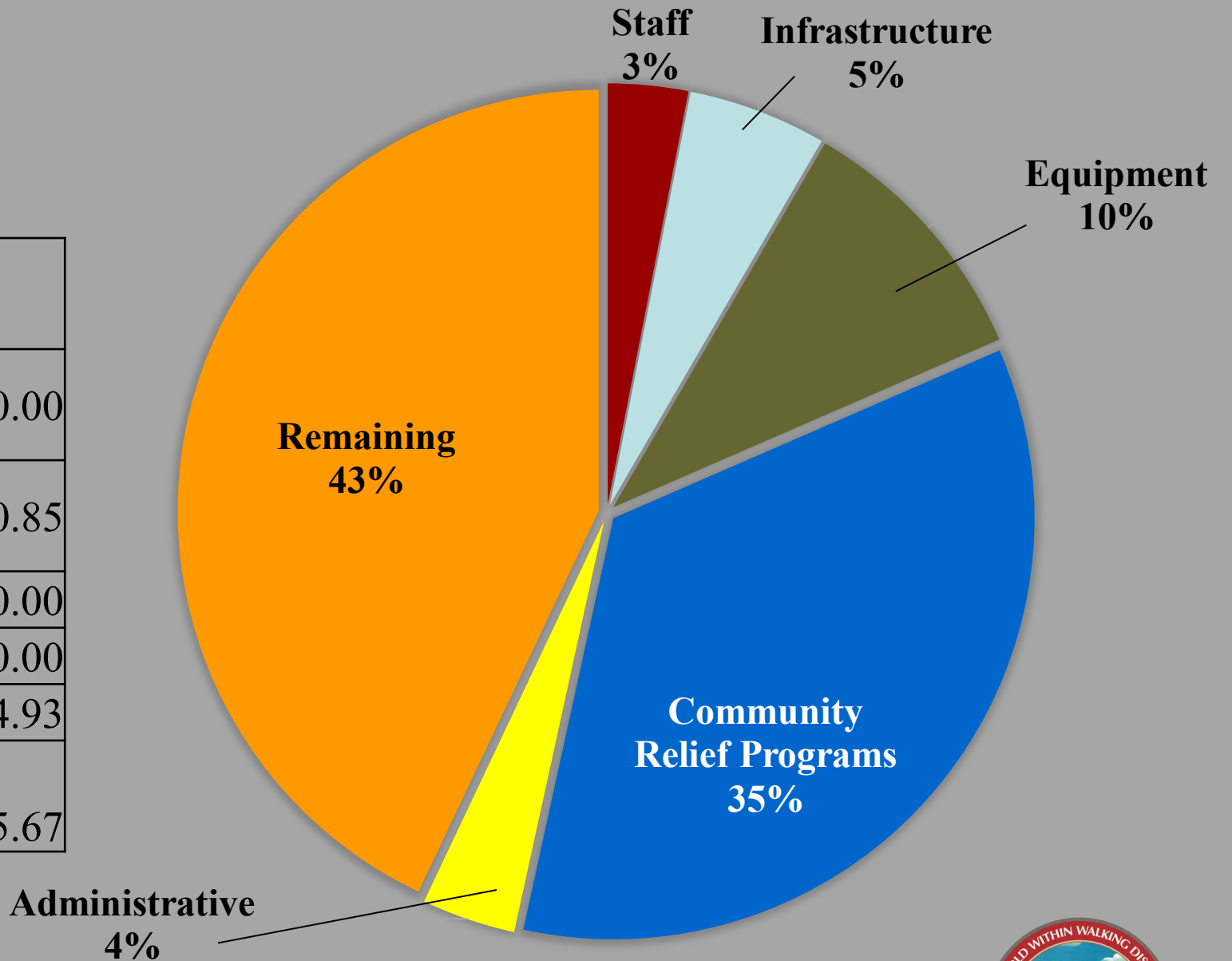


Putting it all together – Summary Spreadsheet

Project Name	FY21-222 Planned	Proposed additional	Total Project Expense
Household Emergency Relief Program	\$1,200,000.00	\$2,500,000.00	\$3,700,000.00
Sm Bus. Emergency Relief Programs	\$1,500,000.00	\$0.00	\$1,500,000.00
Electric Trash Truck and Street Sweeper	\$980,000.00	\$0.00	\$980,000.00
Police Vehicle Replacement	\$0.00	\$650,000.00	\$650,000.00
Renovation of Council Chambers	\$200,000.00	\$350,000.00	\$550,000.00
ARPA Project Management	\$175,000.00	\$300,000.00	\$475,000.00
Non-Profit Emergency Relief Programs	\$900,000.00	-\$500,000.00	\$400,000.00
Retention Bonuses for Sworn Officers	\$268,000.00	\$0.00	\$268,000.00
Premium Pay for Lower-Paid City Employees	\$210,279.87	\$0.00	\$210,279.87
IT Cabling at 4310 Gallatin St.	\$205,000.00	\$0.00	\$205,000.00
Portland Loo Installation	\$200,000.00	\$0.00	\$200,000.00
Food Assistance Program	\$200,000.00	\$0.00	\$200,000.00
ARPA Compliance Consulting	\$172,800.00	\$0.00	\$172,800.00
Case Manager for Individual Relief Needs	\$156,000.00	\$0.00	\$156,000.00
Mobile Police Support Trailers	\$147,670.46	\$0.00	\$147,670.46
COVID-19 Test Kits	\$125,000.00	\$0.00	\$125,000.00
Emergency Relief Outreach	\$100,000.00	\$0.00	\$100,000.00
Child Care Assistance Program	\$100,000.00	\$0.00	\$100,000.00
Vaccine Incentive for City Employees	\$74,435.06	\$0.00	\$74,435.06
Computers for Hybrid Meetings	\$34,520.39	\$0.00	\$34,520.39
Total:	\$6,948,705.78	\$3,300,000.00	\$10,248,705.78

Total Planned/Remaining Expenses by Category

Category	Planned Expenses
Community Relief Programs	\$6,281,000.00
Equipment	\$1,812,190.85
Administrative	\$647,800.00
Infrastructure	\$955,000.00
Staff	\$552,714.93
Remaining	\$7,719,295.67



Timeline Moving Forward

Q1 2023:

- Continue Operating Emergency Relief Programs
- Solicit Community and Council Engagement on Spending Priorities
- Staff Analysis of Implementation Feasibility

Q2 2023:

- Council Discussion about Spending Priorities
- **Spending Plan Established (Council Allocation before June 30, 2023).**

Q3 2023 – Q1 2024:

- Implementation of Spending Priorities
- Per policy, all contracts/expenses above \$10,000 require Council approval before spending

Q2 2024:

- Assess Progress on Spending Plan
- Make adjustments for final spending push
- All expenses must be complete by December 31, 2024

Q3 – Q4 2024:

- Complete ALL Spending





Questions/Discussion

Contact:

Patrick A. Paschall

American Rescue Plan

Program Manager

ARPA@hyattsville.org

ppaschall@hyattsville.org

Tel: 301-485-6924



City of Hyattsville

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Agenda Item Report

File #: HCC-164-FY23

12/19/2022

8.b.

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

Item Title:
Council Chambers Renovation Concept

Suggested Action:
Presentation only.

Summary Background:

Due to the COVID-19 pandemic City staff have been working to provide safe spaces and new ways for residents to be able to access and interact with the City. Online meetings provided a means to keep the City running while shutdowns and in-person meetings were prohibited or not-recommended. Now that the City is having more and more in-person events staff have been looking at ways to have hybrid meetings as well as making spaces more functional for the types and numbers of activities anticipated in the near future. To that end, City staff have developed a concept to renovate the Council Chambers.

Next Steps:

Proposal for design and permitting will be on Action for the January 3, 2023 Council Meeting.

Fiscal Impact:

N/A

City Administrator Comments:

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Community Engagement:

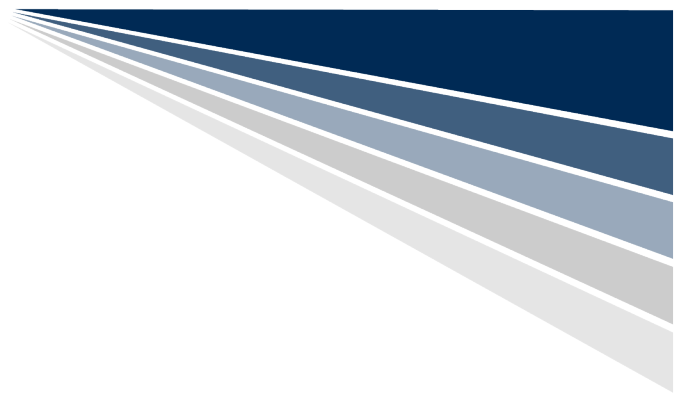
N/A

Strategic Goals:

Goal 4 - Foster Excellence in all City Operations

Legal Review Required?

N/A



November 23, 2022

Mr. Hal Metzler, Jr.
City of Hyattsville
4310 Gallatin Street
Hyattsville, MD 20781

Re: Hyattsville Design Phase for City Council Chambers
DPW07132015 / JMT #16-1916-068

Dear Mr. Metzler,

JOHNSON, MIRMIRAN & THOMPSON is pleased to provide the attached price proposal to the City for the design phase for the renovation of the City Council Chambers located on the 3rd floor of the Administration Building at 4310 Gallatin St, Hyattsville, MD.

The scope of work and deliverables will include:

Architecture

Construction Documents- 30%

- Coversheet
- Demolition Plan
- Elevations
- Finish Plan/ Schedule
- Specifications
- Submission at 30%
- Includes one site visit

Construction Documents-95%/ Final

- Coversheet
- Demolition Plan
- Elevations and Details
- Finish Plan/ Schedule
- Specifications
- Submission at 95% and 100%
- Includes one meeting

Furniture

- Confirm furniture styles and finishes
- Prepare furniture specifications
- Includes one meeting

Mechanical

Construction Documents- 30%

- Site Visit
- Design Calculations
- Equipment Selection
- Floor plan development
- Duct Distribution design
- Interdisciplinary coordination
- Design Coordination meeting
- Quality Control

Construction Documents-95%/ Final

- Specification development
- Design revisions
- Drawing revisions
- Design meeting
- Quality Control
- Final Design
- Specification revisions
- Drawing revisions
- Quality Control

Electrical

Construction Documents- 30%, 95%, Final

- Site visit to document the existing power, lighting, and audio/visual (A/V) components. This site visit will be coordinated with Hyattsville's A/V Vendor – Schneider A/V.
- Design to include the demolition of the existing power, lighting, and affected A/V components.
- Coordinate with Schneider A/V for the A/V and production lighting design. JMT will note the A/V work to be performed by Schneider A/V
- Perform lighting analysis of the proposed lighting layout.
- Design to include new power, lighting, and data components for the proposed council chamber layout.
- Provide power for proposed HVAC equipment for room.

Total Amount Not to Exceed

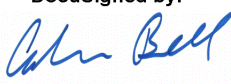
\$77,306.00

Exceptions and Assumptions:

- Power is readily available in the nearby electrical room. No new panels or transformers will be required.
- Metering of the existing electrical panels are not required.
- Bidding and Construction Management, and Construction Administration is not included.
- Any work associated with Hazardous materials is excluded.
- Specification of replacement rooftop unit.
- Cost estimating is not included.
- Design of HVAC or plumbing for spaces outside of the council chambers.

Thank you for using JOHNSON, MIRMIRAN & THOMPSON to provide these services.

Very truly yours,
JOHNSON, MIRMIRAN & THOMPSON

DocuSigned by:

7EBB854D825945D...

Adam Bell, PE, CCM, LEEP AP
Vice President

cc: Soli Guille, JMT

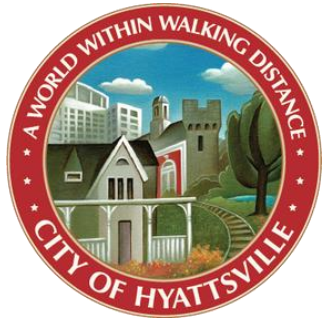
Johnson, Mirmiran & Thompson				
COST SUMMARY FORMAT				
PART I - GENERAL				
CLIENT: City of Hyattsville - Professional Consulting & Design Services	Design Phase for City Council Chambers		DPW07132015	Task Order 068
CONSULTANT: Johnson, Mirmiran & Thompson	JMT -16-1916-068		PROPOSAL DATE 23-Nov-22	
ADDRESS: 601 New Jersey Ave, Suite 210 Washington, DC 20001				
COST SUMMARY				
1. DIRECT LABOR (Specify labor categories)	HOURS	HOURLY RATE	ESTIMATED COST	TOTALS
Project Manager	80	\$125.00	\$ 10,000.00	
Senior Interior Designer	54	\$167.00	\$ 9,018.00	
Interior Designer	224	\$125.00	\$ 28,000.00	
Senior Mech Engineer	12	\$195.00	\$ 2,340.00	
Design Mech Engineer	52	\$125.00	\$ 6,500.00	
Senior Electrical Engineer	8	\$195.00	\$ 1,560.00	
Design Electrical Engineer	132	\$125.00	\$ 16,500.00	
CADD Tech	40	\$82.00	\$ 3,280.00	
Total Hours	602			
<i>DIRECT LABOR SUBTOTAL:</i>			\$ 77,198.00	
2. INDIRECT COSTS (Specify)	RATE	X DIRECT LABOR TOTAL =	ESTIMATED	
OVERHEAD AND PAYROLL BURDEN	0%		\$ -	
<i>INDIRECT COSTS SUBTOTAL</i>			\$ -	
3. TOTAL OF DIRECT LABOR & INDIRECT COSTS (Combined Sum of Items 1 & 2)				\$ 77,198.00
4. PROFIT - (Fixed Hourly Rate)				\$ -
5. TOTAL PROFESSIONAL FEE (Combined Sum of Items 3 & 4)				\$ 77,198.00
6. OTHER DIRECT COSTS (refer to attached itemization)				
7. EXPENSES	QTY.	COST	ESTIMATED COST	
a. Transportation (personal car)	200	\$ 0.54	\$ 108.00	
c. Photocopies (internal)	NA	included in contract	\$ -	
d. Photocopies (Outside Copying)	0	sheets X \$0.10/sheet	\$ -	
e. Drawing Prints	0	sheets X \$1/sheet	\$ -	
f. Mylar Prints		sheets X \$25/sheet	\$ -	
			\$ -	
<i>EXPENSES SUBTOTAL</i>			\$ 108.00	
8. EQUIPMENT, MATERIALS, SUPPLIES (See attached itemization)	QTY.	COST	ESTIMATED COST	
			\$ -	
			\$ -	
<i>EQUIPMENT SUBTOTAL:</i>			\$ -	
9. SUBCONSULTANT(S)			ESTIMATED COST	
	0	\$ -	\$ -	
	0	\$ -	\$ -	
	0	\$ -	\$ -	
<i>SUBCONSULTANT(S) - SUBTOTAL:</i>			\$ -	
10. SUBCONSULTANT MARKUP			ESTIMATED COST	
a.	0	0.00	\$ -	
b.			\$ -	
c.			\$ -	
<i>SUBCONSULTANT(S) - SUBTOTAL:</i>			\$ -	
<i>OTHER SUBTOTAL</i>			\$ -	
OTHER DIRECT COSTS TOTAL: (Combined Sum of Items 7, 8, 9, 10)				\$ 108.00
TOTAL PRICE (Combined Sum of Items 5 & 10)				\$ 77,306.00



City of Hyattsville



Council Chambers Hybrid Meeting
Renovation Concept



Agenda

Part 1: Existing Conditions

Part 2: Concept Parameters

Part 3: Proposed Concept

Part 4: Next Steps

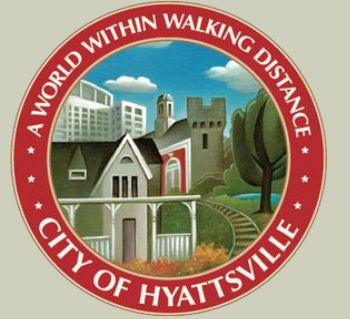


Existing Conditions

- **One Use Space**
- **Broadcasting Issues**
 - **Sound**
 - **Light**
- **Accessibility Issues**
- **Dated Design**

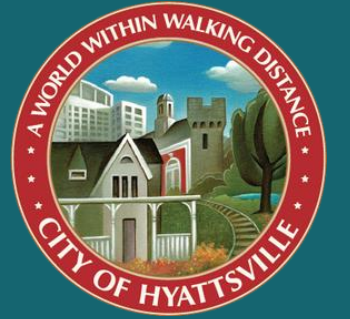


Concept Parameters



- **Flexible Space**
 - Ability to hold different types of meeting
- **Improved Audio/Video**
 - Better lighting
 - Better camera placement
 - Improve sound control
 - Integrated microphones
- **Improve ADA accessibility**
- **Create Storage and Other Ammenities**

Proposed Concept



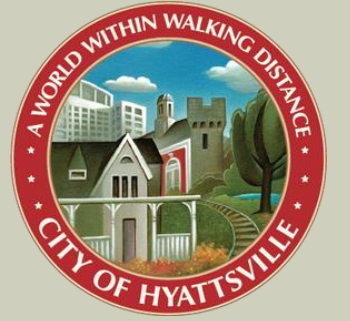




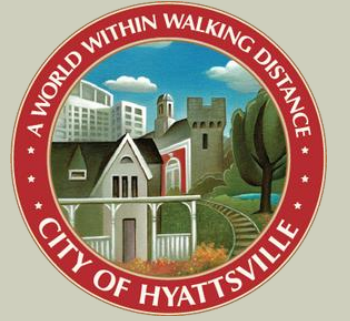




Next Steps

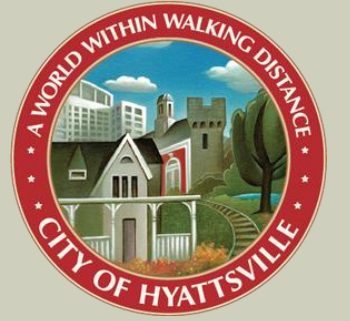


-
- **Engineering, Design, and Construction Documents**
 - **Solicit and Award Work**
 - **Schedule and Complete Renovation**



Engineering, Design, and Construction Documents

- **Proposal from JMT – NTE\$85,000 (\$77,306 + ~10% contingency)**
 - **Architecture**
 - **Physical space**
 - **Furniture**
 - **Mechanical**
 - **HVAC improvements**
 - **Electrical**
 - **New lighting**
 - **Audio/Visual**
 - **Data**



Solicit and Award Work

-
- **General Contracting**
 - **Audio/Video Equipment**
 - **Furniture**

Total Construction Cost – To Be Determined



Questions?



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-177-FY23

12/19/2022

9.a.

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

Item Title:

Proclamation Recognizing December 21, 2022 as National Homeless Persons' Memorial Day

Suggested Action:

I move that the Mayor and Council adopt a proclamation recognizing December 21, 2022, as National Homeless Persons' Memorial Day in the City of Hyattsville.

Summary Background:

December 21 is the first day of winter and the longest night of the year. It has been designated as a day to remember all unhoused individuals who have died during the year by the National Coalition for the Homeless and the National Health Care for the Homeless Council.

Next Steps:

Adopt the proclamation.

Fiscal Impact:

N/A

City Administrator Comments:

Recommend adoption.

Community Engagement:

Information on National Homeless Persons' Memorial Day will be shared via the City's communications channels.

Strategic Goals:

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

Legal Review Required?

N/A

CITY OF HYATTSVILLE

PROCLAMATION

RECOGNIZING DECEMBER 21, 2022, AS NATIONAL HOMELESS PERSONS' MEMORIAL DAY IN THE CITY OF HYATTSVILLE

This proclamation declares December 21, 2022 to be National Homeless Persons' Memorial Day in the City of Hyattsville. This is a day to remember those people who died during the year without housing; those who too often, were not connected to family or support systems who could hold a funeral or properly honor them.

WHEREAS, December 21, 2022 marks the first day of winter and the longest night of the year, it has been designated National Homeless Persons' Memorial Day by the National Coalition for The Homeless and the National Health Care for The Homeless Council; and

WHEREAS housing is a basic human need and fundamental right, which protects people from preventable instances of illness, violence, and death; for some Hyattsville residents, homelessness continues to be a serious impediment to food, housing, clothing, safety, and health care access; and

WHEREAS the winter season poses extreme hardship for over 8,309 unsheltered and inadequately housed low-income adults and children in the Metropolitan Washington Area, the spirit of the holiday season provides an opportunity for a city-wide recommitment to supporting unhoused community members and enacting policies to end homelessness; and

WHEREAS in remembering those unhoused community members who have died on the streets, the cause of ending homelessness and its adverse effects is kept urgent; as is the city's collective commitment to preventing such deaths in the future.

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council declare December 21, 2022, as National Homeless Persons' Memorial Day to celebrate the memory of those who have died while unhoused and to encourage Hyattsville City Government and residents to come together to address the often preventable factors that lead to homelessness.

Robert Croslin
Mayor, City of Hyattsville

November 7, 2022





City of Hyattsville

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Hyattsville, MD 20781
(301) 985-5000
www.hyattsville.org

Agenda Item Report

File #: HCC-181-FY23

12/19/2022

10.a.

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

Item Title:

Council of Governments Policy Committee Appointments

Suggested Action:

I move that the Mayor and Council make the following appointments to the Council of Governments (COG) Policy Committees for a term of one (1) year, beginning on January 1, 2023:

- Region Forward Coalition: Mayor Robert Croslin, with staff alternate Jim Chandler
- Human Services and Public Safety Policy Committee: Mayor Robert Croslin, with staff alternate Police Chief Jarod Towers and Sandra Shephard
- Climate Energy and Environment Policy Committee: Mayor Robert Croslin, with staff alternate Lesley Riddle
- Chesapeake Bay and Water Resources Policy Committee: Mayor Robert Croslin, with staff alternate Lesley Riddle

Summary Background:

The Council joined the Metropolitan Washington Council of Governments in October 2016. Membership to COG provides the opportunity for Elected Officials and staff members to participate in COG Policy Committees. The term of the appointment will be for one (1) year. Appointments are required to be submitted to COG by January 2023.

Next Steps:

Upon approval by the Council, the appointments will be submitted to COG and the City will continue participating in meetings.

Fiscal Impact:

N/A

City Administrator Comments:

Recommend support.

Community Engagement:

N/A

Strategic Goals:

Goal 4 - Foster Excellence in all City Operations

Legal Review Required?

N/A

MWCOG POLICY COMMITTEES

POLICY COMMITTEES

Policy committees are advisory committees of the COG Board.

Chesapeake Bay and Water Resources Policy Committee

Chesapeake Bay and Water Resources Policy Committee (CBPC) advises the COG Board on Bay-related policies and tracks developments under the federal-state Chesapeake Bay Program for implications to local governments. It also considers questions of potable water supply and waste water treatment. The CBPC regularly prepares position statements in response to state and federal legislation affecting the Bay.

Climate, Energy and Environment Policy Committee

Climate, Energy and Environment Policy Committee (CEEPC) advises the COG Board on climate change, energy, green building, alternate fuels, solid waste and recycling policy issues, and other environmental issues as necessary. The CEEPC is responsible for managing implementation of the COG Climate Change Report adopted by the COG Board on November 12, 2008. This responsibility includes development of a regional climate change strategy to meet the regional greenhouse gas reduction goals adopted by the Board.

Human Services and Public Safety Policy Committee

The Human Services and Public Safety Policy Committee (HSPSC) advises the COG Board on a variety of issues including affordable housing, homelessness, child welfare, crime control and prevention, and traffic safety. Recent actions have included reports on homelessness and crime trends in the region as well as a foreclosure summit to address the significant increase in home foreclosures across the region.

Region Forward Coalition

Regional Forward Coalition is to oversee the next steps recommended in Region Forward and advise the COG Board on future comprehensive regional planning and implementation activities. The Coalition's primary responsibilities includes overseeing the Region Forward performance Baseline analysis and future regional progress reports; use Region Forward as a guide to update the Regional Activity Centers; and create clear strategies and initiatives to support the transformation of regional centers into Complete Communities. The Coalition will provide cross-cutting regional policy capacity and long-range regional planning recommendations to the COG Board. The Coalition includes members from public, private and nonprofit sectors which all have a role in helping the Region meet its goals.



City of Hyattsville

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Agenda Item Report

File #: HCC-167-FY23

12/19/2022

11.a.

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

Item Title:
License Agreement w/St. Jerome Academy

Suggested Action:

I move that the Mayor and Council authorize the City Administrator to enter into a license agreement between the City of Hyattsville and St. Jerome Academy to allow the Hyattsville Police Department access to St. Jerome Academy's remote camera system.

Summary Background:

As part of their Emergency Action Plan, St. Jerome's Academy would like officers to have access to their camera system in the case of an emergency. This system consists of fourteen indoor and outdoor cameras.

Next Steps:

Approve agreement

Fiscal Impact:

None.

City Administrator Comments:

Recommends approval. This is an ongoing initiative with Hyattsville schools and businesses.

Community Engagement:

None.

Strategic Goals:

Goal 3 - Promote a Safe and Vibrant Community

Legal Review Required?

Complete

LICENSE AGREEMENT
CITY OF HYATTSVILLE
AND
ST. JEROME ACADEMY

THIS LICENSE AGREEMENT ("Agreement") made and entered into this ___ day of _____ 2022, by and between the City of Hyattsville (the "City"), a municipality of the State of Maryland, and ST. JEROME ACADEMY, ("Owner"), (each individually referred to as a "Party" and collectively referred to as the "Parties).

WHEREAS, the Owner owns what is generally referred to as St. Jerome Academy located at 5207 42nd Place, Hyattsville, Maryland (the "the school") St. Jerome Academy is located adjacent to the Hyattsville Police Department;

WHEREAS, Owner maintains fourteen video cameras in the interior and exterior of the school;

WHEREAS, the school has requested that the City gain remote access to the data gathered through Owner's video surveillance system at the school to assist the City in serving and protecting the surrounding community; and

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, intending to be legally bound, Owner and the City agree as follows:

1. DEFINITIONS.

1.1. "Law" means any federal, state or local law, rule or regulation.

1.2. "Interior/Interior and Exterior Surveillance Network" means the interior and Interior and Exterior Surveillance Network video, data or information contained therein or related

thereto, individually and collectively, which relates to the video, data or information on the Interior and Exterior Surveillance Network for the school.

1.3. "Authorized User" means an individual who has been approved for Interior and Exterior Surveillance Network access and who has agreed to adhere to Owner's policies regarding confidentiality and systems usage.

2. ACCESS TO INTERIOR AND EXTERIOR SURVEILLANCE NETWORK.

2.1. Term. The applicable term of this Agreement shall begin on the date of execution, written above, and shall continue until terminated by either Party in accordance with the terms of this Agreement.

2.2. Grant of Remote Access Privileges. Owner agrees to grant to the City the right to remotely access the Interior and Exterior Surveillance Network at the school in accordance with and to the extent permitted under this Agreement. Remote access shall be limited to the City's Authorized Users. Requests by the City for access to the Interior and Exterior Surveillance Network must be documented on an Interior and Exterior Surveillance Network Access Request for, attached hereto and incorporated herein as Exhibit A, as it may be modified from time to time by Owner. The Interior and Exterior Surveillance Network Access Request Form must be signed by a person of authority within the City. Each Authorized User must read and sign Owner's Confidentiality and Systems Usage Agreement, attached hereto and incorporated herein as Exhibit B, as it may be modified from time to time. An Interior and Exterior Surveillance Network Access Request Form must be submitted before Owner will consider and grant access to the Interior and Exterior Surveillance Network by a City Authorized Representative.

2.3. Use by Authorized Users. The City's right of access to the Interior and Exterior Surveillance Network shall be limited to Authorized Users requested by the City and approved by

the Owner. Without first obtaining consent from the Owner, the City's Authorized Users shall not have the right to pan, tilt, or zoom the cameras in the Interior and Exterior Surveillance Network. Applications for Authorized User remote access may only be obtained for those individuals under the employment and control of the City. Use by and acts or omissions of the City's Authorized Users shall be deemed use by, acts, or omissions of the City. The City shall maintain and shall cause each Authorized User to maintain strict confidentiality regarding password and log-on details associated with the Interior and Exterior Surveillance Network.

2.4. Addition of Authorized Users or Accessible Applications. The City may request remote access for additional or different Authorized Users by completing an Interior and Exterior Surveillance Network Access Request Form. The level of access and requested applications must be indicated for each Authorized User.

2.5. Termination of Authorized Users. The City shall notify the Owner as soon as possible, but in any event within three (3) business days after an Authorized User has terminated employment with the City or is otherwise no longer eligible or qualified as an Authorized User, or no longer requires remote access to the Interior and Exterior Surveillance Network. If the City has reason to believe that a departing Authorized User may use the Interior and Exterior Surveillance Network for improper or unauthorized purposes, the City shall immediately so notify Owner. The City shall take all steps reasonably requested by Owner to prevent such improper or unauthorized access. The City acknowledges that any access by the City or Authorized Users is subject to review and/or audit by Owner.

2.6. No Grant of Ownership Rights. The Interior and Exterior Surveillance Network contains video or information that originates from Owner's property and Owner shall be considered the "Owner" of the video or information contained therein. The City acknowledges that the City

has no ownership rights with respect to the video or information obtained through the Interior and Exterior Surveillance Network and therefore the City shall have no right to disclose any such video or information to any third party. The granting of remote access privileges does not grant to the City or any Authorized User any ownership rights in the video or information available through the Interior and Exterior Surveillance Network. As between Owner and the City and any Authorized User, Owner shall be and remain the sole and exclusive owner of the hardware and software included in or available through the Interior and Exterior Surveillance Network. In no event may the City or an Authorized User download, copy, decompile, reverse engineer, or otherwise exert rights of ownership against video, databases, programs, applications, or data on the Interior and Exterior Surveillance Network.

2.7. Suspension or Discontinuation of Remote Access Privileges. Owner may temporarily suspend or discontinue remote access privileges to accommodate necessary Interior and Exterior Surveillance Network downtime for maintenance or work at the property. Owner shall have no liability to the City or any other individual in the case of any suspended or discontinued remote access privileges.

2.8. Protection of Information. The City shall implement appropriate safeguards that are necessary to prevent the distribution, recordation or disclosure of any video, information or data from the Interior and Exterior Surveillance Network in a manner that is not consistent with the terms of this Agreement. The City shall maintain a comprehensive privacy and security policy that includes administrative, technical and physical safeguards appropriate to the City's access and use of the Interior/Interior and Exterior Surveillance Network; and upon Owner's written request, shall provide Owner with a copy thereof. The City agrees to take proper steps to ensure the security

of the device in which they connect to the Interior and Exterior Surveillance Network. The City agrees to not copy information of video accessed remotely to local and or portable devices.

2.9. Breach of Information. If Owner determines, in its sole discretion, that remote access has been compromised by unauthorized parties, or that remote access has been misused, Owner may, in its sole discretion, immediately terminate the Agreement and suspend or prevent the City from having access to the Interior and Exterior Surveillance Network.

3. USE AND DISCLOSURE.

3.1. Obligation to Report. Following the discovery of a breach of this Agreement by any Authorized User, the City shall notify Owner within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of the Interior and Exterior Surveillance Network or its video. The notice shall include, to the best extent reasonably possible, the identification of the time and date and nature of the breach. Following any breach or suspected breach the City shall take prompt corrective action to cure such breach.

3.2. Computer Usage. Use of video owned by Owner is restricted to Authorized Users. The City may not install software that can record, email, 'share' or archive the Interior and Exterior Surveillance Network feed without the prior written consent of Owner in each instance.

3.3. Modifications to the Interior and Exterior Surveillance Network. Owner shall have the sole authority and discretion to change the positioning, format, or other aspects of the Interior and Exterior Surveillance Network and may do so at any time without notice to, or consent by, The City.

3.4. Non-Disclosure Statement. The City acknowledges and agrees that, the City and Authorized Users who access the Interior and Exterior Surveillance Network shall treat the video,

data and information contained therein as confidential, and shall not disclose or otherwise make available such information and data to any other person or departments.

3.5. Community Benefit. The City understands and agrees that the intent of this Agreement is to provide remote access privileges to the City in order to help the City better serve and protect the surrounding community. Therefore, the City agrees that all use of the remote access and the information accessed pursuant thereto shall be for purposes of securing, protecting and serving the surrounding community.

4. TERMINATION

4.1. Termination by Owner. Owner may terminate this Agreement: (a) immediately upon notice to the City, in the event that the City breaches any term of this Agreement; (b) immediately if Owner, in its sole discretion, determines that remote access has been compromised by unauthorized parties; or (c) at any time and for any reason, upon five (5) days prior written notice to the City.

4.2. Termination by the City. The City may terminate this Agreement at any time and for any reason upon five (5) days prior written notice.

4.3. Effect of Termination; Survival. Upon termination of this Agreement, the City's remote access privileges will be discontinued and all log-on and passwords for the City and Authorized Users will be inactivated. All provisions of this Agreement regarding confidentiality and privacy of the Interior and Exterior Surveillance Network data, and the obligation to comply with Law, shall survive the termination of this Agreement.

5. NOTICE

5.1. 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:

To Owner: Daniel Flynn, Principal
St. Jerome Academy
5207 42nd Place
Hyattsville, Maryland 20782
Phone: 301-277-4568
Email: dflynn@stjeromes.org

To the City: Tracey Douglas, City Administrator
City of Hyattsville
4310 Gallatin Street
Hyattsville, Maryland 20781
Phone: 301-985-5040
Email: tnicholsondouglas@hyattsville.org

5.2. Either party may change the person or address for notices by written notice to the other party.

5.3. Notices shall be deemed given when received or three (3) business days after the notice is deposited, properly addressed and postage prepaid, in the United States mail or one (1) business day after the notice is sent by a reputable overnight mail delivery service (such as, but not limited to, FedEx or UPS).

6. MISCELLANEOUS

6.1. Amendment. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof. Except as expressly provided herein, this Agreement may be amended or modified only by a written document signed by a duly authorized representative of Owner and the City; provided that Owner may amend this Agreement to comply with Law upon notice to the City.

6.2. Assignment. Except as expressly permitted in Section 2.2 (Use by Authorized Users), this Agreement may not be assigned, transferred, subcontracted or delegated by the City without the prior written consent of Owner, which consent shall be in Owner's sole discretion.

6.3. Waiver. No provision of this Agreement shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the waiving/excusing party. Such waiver or consent shall be effective only with respect to the events addressed in the writing, and shall not constitute a waiver or consent to similar future events.

6.4. Severability. The provisions of this Agreement are severable. In the event that any term or provision of this Agreement is prohibited or unenforceable pursuant to Law, that provision shall be ineffective only to the extent and for the duration required by Law, without invalidating any of the remaining provisions.

6.5. Governing Law. This Agreement shall be deemed to have been made and entered into in Maryland and shall be interpreted and construed in accordance with the laws of the State of Maryland.

6.6. Non-Discrimination And Compliance With Applicable Law. The Parties agree that neither party shall unlawfully discriminate against any person on the basis of the person's race, color, religion, age, sex, sexual orientation, ancestry or national origin, physical or mental disability, marital status genetic information, political affiliation, and gender identity or expression. The Parties also agree to comply with all applicable federal, state, county, and city laws, regulations, or ordinances.

6.7. No Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person other than the Parties and their respective successors and permitted assigns.

6.8. Validity and Change of Laws. If there is a change in any law, regulation or rule, state or federal, which affects this agreement or the activities of either party under this Agreement, or any change in the judicial or administrative interpretation of any such law, regulation or rule, and either party reasonably believes in good faith that the change will have a substantial adverse effect on that party's business operations or its rights or obligations under this Agreement, then that party may, upon written notice, require the other party to enter into good faith negotiations to renegotiate the terms of this Agreement. If the parties are unable to reach an agreement concerning the modification of this Agreement within the earlier of forty-five (45) days after the date of the notice seeking renegotiation or the effective date of the change, or if the change is effective immediately, then either party may immediately terminate this Agreement by written notice to the other party

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

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands at the time and place first hereinabove written.

The City:

By: _____
Name: Tracey Douglas
Title: City Administrator, City of Hyattsville

Date: _____

Owner:

By: _____
Name: Daniel Flynn
Title: Principal, St. Jerome Academy

Date: _____

EXHIBIT-B

OWNER’S CONFIDENTIALITY AND SYSTEMS USAGE AGREEMENT

As an employee of the City of Hyattsville and in connection with your usage of the Interior/Interior and Exterior Surveillance Network for St. Jerome Academy, you will have access to certain information or video which is non-public, confidential or proprietary in nature that originates from a closed private video surveillance network owned by ST. JEROME ACADEMY (“Owner”) (the “Information”). This Information is being made available to you as an employee of the City of Hyattsville to better serve and protect the surrounding community. In consideration of Owner furnishing you with the Information, you agree that:

The Information will be kept confidential and shall not, without Owner’s prior written consent in each instance, be disclosed by you in any manner whatsoever, in whole or part, to the general public, a third party, or to any individual who does not have an immediate need for the Information. At no time shall the Information be disclosed or shared, in whole or part, to any third party including, but not limited to, the following: (i) any individual outside of the City of Hyattsville; (ii) any social or electronic media; and (iii) any news or media organization. Moreover, you agree to provide facts and information obtained from the Information only to such authorized representatives of the Hyattsville Police Department who need to know the Information for the purpose set forth above and who are informed by you of the confidential nature of the Information.

Without Owner’s prior written consent, except as required by law, rule or regulations, you will not disclose to any third party the Information.

As an “Authorized User” under the Remote Access Agreement among the Owner and City of Hyattsville a copy of which has been provided to you, you are required to keep all password and log-on details for the Interior/Interior and Exterior Surveillance Network strictly confidential and, even if your access level to the Interior/Exterior Network may afford you the technical capabilities to do so, you shall not move, pan, tilt or zoom the cameras in the Interior/Interior and Exterior Surveillance Network without Owner’s prior written consent.

The provisions of this agreement regarding confidentiality and privacy of the Interior and Exterior Surveillance Network and the Information made available or disclosed to you during your employment, which came directly or indirectly from your access to the Interior and Exterior Surveillance Network, shall survive the termination of your employment with the Hyattsville Police Department.

Acknowledged and Agreed to this ____ day
of _____, 20____

ACCEPTED:

ST. JEROME ACADEMY

By: _____

By: _____
Name:

Print
Name: _____

Title:



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-168-FY23

12/19/2022

11.b.

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

Item Title:
Agreement with Lexipol/PoliceOne Academy

Suggested Action:

I move that the Mayor and Council authorize the City Administrator to approve an agreement between the City of Hyattsville and Lexipol's PoliceOne Academy for a period of one (1) year in the amount of \$3,838.05.

Summary Background:

The City currently uses Lexipol as an online library of police department policies that are updated in response to new updated federal and state laws. Lexipol's learning platform, PoliceOne Academy, combines online training with features that manage credentials, build assignments and track and report training hours. This platform will be essential for our new training coordinator.

Next Steps:

Approve agreement

Fiscal Impact:

Not to exceed \$3,838.05

City Administrator Comments:

Recommends approval.

Community Engagement:

None.

Strategic Goals:

Goal 4 - Foster Excellence in all City Operations

Legal Review Required?

Complete

AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 2022, by and between **THE CITY OF HYATTSVILLE**, a municipal corporation of the State of Maryland, hereinafter referred to as the “City,” and **LEXIPOL**, hereinafter referred to as “Contractor”.

RECITALS

WHEREAS, the City currently uses Lexipol as its online library of police department policies that are updated in response to new updated federal and state laws. Lexipol’s learning platform, PoliceOne Academy, combines online training with features that manage credentials, build assignments, and track and report training hours.

WHEREAS, the Contractor and the City are entering into this Agreement for the above pursuant to a need of streamlining the City of Hyattsville’s Police Department’s training needs.

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:

This Contract shall be for a period of one (1) year beginning _____, 2022 and, unless sooner terminated as provided in this contract or extended with the approval of the City of Hyattsville, will end on _____, 2023 when the monetary amount of the contract is fully expended, or when the services are no longer

needed. No services shall be performed before the City of Hyattsville approves the Contract or after the Contract ends.

There are no auto renewals permitted under this Contract.

ARTICLE I. SCOPE OF SERVICES

The agreement shall include all work outlined in the recitals above and the Master Service Agreement, Exhibit A and Exhibit B.

ARTICLE II. PERIOD OF PERFORMANCE

Contractor agrees to commence work immediately upon execution of the 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 critical factor in the successful execution of the terms of this Agreement.

ARTICLE III. FEE FOR SERVICES

In exchange for these good and valuable services the Contractor will receive a fee as follows: \$3,838.05.

ARTICLE IV. THE CONTRACT DOCUMENTS

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

- A. Sourcewell Contract 011822-LXP;
- B. Contractor's Master Service Agreement;

- C. Exhibit A to Contractor's Master Service Agreement; and
- D. Exhibit B to Contractor's Master Service Agreement, excluding Sections 11 and 12.6.

ARTICLE V. CONTRACTOR SERVICES

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

ARTICLE VI. CITY'S RESPONSIBILITY

The City shall provide information regarding its requirements, including related budgetary information. However, the Contractor shall notify the City in writing of any information or requirements provided by the City, which the Contractor believes to be inappropriate.

ARTICLE VII. SPECIAL PROVISIONS

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

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

F. Contractor shall not hire or pay any employee of the City or any department,

commission agency or branch thereof.

ARTICLE VIII 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. 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. Fees paid prior to the City's termination for convenience are not eligible for refund, proration or offset.

ARTICLE IX. 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 X. SUCCESSORS AND ASSIGNS

The parties each binds itself, its partners, successors, assigns and legal representatives to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither party shall assign, sublet or transfer his interest, including but not limited to the proceeds thereof, in this Agreement, without the written consent of the other party.

ARTICLE XI. 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 commercial general with minimum coverage of One Million Dollars (\$1,000,000.00) for each occurrence of bodily injury and property damage, One Million Dollars (\$1,000,000.00) for personal and advertising injury, Two Million Dollars (\$2,000,000.00) aggregate coverage for cyber liability, and Two Million Dollars (\$2,000,000.00) general aggregate coverage with a deductible no greater than \$20,000.00. 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)."

B. In addition, Contractor shall, throughout the term of this Agreement, the following types of insurance and shall submit an insurance certificate as proof of coverage prior to final Agreement approval:

1. Workers' compensation insurance with minimum coverages of Five Hundred Thousand Dollars (\$500,000.00) per accident for bodily injury by accident, a policy limit of Five Hundred Thousand Dollars (\$500,000.00) for bodily

injury by disease, and Five Hundred Thousand Dollars (\$500,000.00) per employee for bodily injury by disease;

2. Commercial automobile liability insurance for all owned, hired, and non-owned automobiles not less than One Million Dollars (\$1,000,000.00) per each accident, as a combined single limit;

3. Umbrella Insurance coverage over employer's liability, commercial general liability, and commercial automobile liability with a limit of at least Two Million Dollars (\$2,000,000.00);

4. Professional liability/errors and omissions, and/or miscellaneous professional liability insurance of at least Two Million Dollars (\$2,000,000.00) per claim or event and Two Million Dollars (\$2,000,000.00) annual aggregate;

5. Network security and privacy liability insurance with minimum limits of Two Million Dollars (\$2,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) annual aggregate.

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 XII. 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 direct result of Contractor's sole negligence or willful misconduct in the performance of the services herein contracted for or for any failure to perform the obligations of this Agreement, including, but not limited to, attorneys fees and any other costs incurred by the City, in defending any such claim. Contractor further agrees to notify the City in writing within ten (10) days of receipt of any claim or notice of claim made by third parties against the Contractor or any subcontractor regarding the services and work provided to the City pursuant to this Contract. Contractor shall provide the City copies of all claims, notice of claims and all pleadings as the matter progresses. This Article shall survive termination of the Contract.

ARTICLE XIII. CERTIFICATIONS OF CONTRACTOR

The Contractor and the individual executing this Agreement on the Contractor's behalf warrants it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for it, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this Agreement.

ARTICLE XIV. MISCELLANEOUS

A. This Agreement is subject to audit by the City, and the Contractor agrees to make all of its records relating to the goods or services provided to the City available to

the City upon request and to maintain those records for six (6) years following the date of substantial completion of this Agreement; or a longer period, if reasonably requested by the City.

B. If any term or provision of this Agreement shall be held invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be enforced to the fullest extent permitted by law.

C. The person executing this Agreement on behalf of the Contractor hereby covenants, represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of the Contractor.

D. All representations, warranties, covenants, conditions and agreements contained herein which either are expressed as surviving the expiration and termination of this Agreement or, by their nature, are to be performed or observed, in whole or in part, after the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement. This Agreement is entered into as of the day and year first written above.

E. This Agreement, including the contract documents listed in Article IV, represents the entire and integrated Agreement between the City and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the duly authorized representatives of the City and the Contractor.

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

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

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

CONTRACTOR

WITNESS/ATTEST:

By: _____(SEAL)
Date

THE CITY OF HYATTSVILLE

WITNESS/ATTEST:

Clerk

By: _____(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-170-FY23

12/19/2022

11.c.

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

Item Title:
Purchase of Memory and Storage Installation - Dataprise

Suggested Action:

I move that Mayor and Council authorize the purchase of memory and storage installation for the Police Department's new body worn and in-camera video system with Dataprise, not to exceed \$25,000.

Summary Background:

The Police Department is moving forward with a new Panasonic UDE body worn camera and in-car video system. In order to implement the new system, a software upgrade is needed. The project comprises of the following upgrades:

1. Add RAM to three (3) R640 servers and storage to one (1) ME 4024 storage array
2. Add memory modules to each of three (3) Dell R640 servers
3. Add six (6) 2.4TB 10K drives to one (1) Dell MD 4024 storage array
4. Create new volume in storage array and add to the existing cluster

This purchase agreement is not to exceed \$25,000.00

Next Steps:

Authorize the purchase of software upgrade

Fiscal Impact:

Not to exceed \$25,000.00

City Administrator Comments:

Recommend approval.

Community Engagement:

N/A

Strategic Goals:

Goal 4 - Foster Excellence in all City Operations

Legal Review Required?

Pending

Customer: City of Hyattsville

Bill to: 4310 Gallatin Street
Hyattsville, MD 20781

Ship to: -- SAME --

Attention: Jim Chandler

Cust. PO: NONE

Date: 9/13/2022

Representative: Anthony Junta

Prices Expire: 10/13/2022

Terms: See attached.

I. Product / Service

Project: DATAPRISE PROFESSIONAL SERVICES - MEMORY AND STORAGE INSTALL

Task 1 - Fixed Project Labor for Memory and Storage Installation.

Task 1 - Add RAM to Three (3) R640 Servers and Storage to One (1) ME4024 Storage Array

- A. Add memory modules to each of three (3) Dell R640 server
- B. Add six (6) 2.4TB 10K drives to one (1) Dell ME4024 storage array
- C. Create new volume in storage array and add to the existing cluster

Special Terms:

STATEMENT ON COVID-19: In response to the COVID-19 pandemic, Dataprise may review Customers' COVID-19 site policies and require Customers to acknowledge the Dataprise Return to Work Policy before performing onsite work or may intentionally limit onsite work at our discretion. In all cases Dataprise employees will adhere to local, state, and federal guidelines related to the pandemic, to include minimizing contact with surfaces, using appropriate PPE, and practicing social distancing. In the event that Dataprise cannot perform onsite work for any reason, we will perform the work remotely to the extent possible or reschedule the work for a later date.

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This Purchase Agreement is for a FIXED price project to install additional memory and storage into the existing environment.

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PROJECT SCHEDULE:

- Lead time from Purchase Agreement execution to project Initiation may take up to two (2) to four (4) weeks during peak periods.
 - Pricing is based on contiguous completion of project tasks.
 - Dataprise is not responsible for vendor or third-party delays that impact delivery of hardware, software, or other products.
 - Customer delays that significantly impact the project schedule may require a change order for additional project management services.
- ~~~~~

Project Assumptions:

1. While multiple stakeholders may participate in the project, Customer shall appoint a primary point of contact ("POC") to participate in key project activities, such as project kickoff, project status calls, change management, and project closeout.
2. Customer shall provide applicable current documentation and credentials related to the network, systems, or environment contemplated in the project scope.
3. Customer shall provide physical and/or unattended remote access to the network, systems, environment, and/or personnel contemplated in the project scope as deemed necessary by the project manager. Dataprise shall perform all project tasks and activities during regular business hours unless stated otherwise in the project scope.
4. Modifications to the project scope or bill of materials are changes that require a change order. The change order must be signed by Dataprise and the Customer before the change will be implemented.
5. The project manager will trigger the project closeout process upon meeting the

business or technical objective identified in the project overview statement or upon completion of the tasks listed under project scope. During the project closeout process, the Customer POC will be given the opportunity to review and sign a Job Signoff Report ("JSR"). If the POC does not provide feedback within three (3) business days, Dataprise will consider the project closed.
6. Customer will provide the appropriate outage window and downtime to install required components.

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Out of Scope:

1. Any tasks or products not specifically included in this statement of work must be agreed to in a written change order by all parties involved.

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Customer Responsibilities:

1. Customer will ensure that necessary administrative credentials (e.g., usernames, passwords) are available upon arrival, or that an administrative account with appropriate access is created for the duration of this contract.
2. Customer will provide reasonable after-hours, remote, and weekend access as requested by Dataprise.
3. All packing material and other debris will be disposed at the Customer location.

The rest of this page is intentionally blank

II. Price Summary

Product / Service

Total Products	\$15,323.47
Sub Total Products:	\$15,323.47
Total Non-Recurring Technical Services	\$4,301.00
0.00% Sales Tax:	\$0.00
TOTAL:	<u>\$19,624.47</u>

Note: See price detail for optional items.

50% Down payment of \$9,812.24 due upon execution of this order. Please remit to:
Dataprise, LLC
Dataprise Accounts Receivable
P.O. Box 22645
New York, NY 10087-2645



Thank you for this opportunity to serve you.

Questions? Contact your Dataprise Account Executive:
Anthony Junta
1-410-230-9999 Ext.
tony.junta@dataprise.com

III. Customer Authorization

By signing this Purchase Agreement, Customer hereby authorizes Dataprise, LLC to fulfill the requirements specified under Product / Services (including the Special Terms) above according to the Prices specified and the Terms and Conditions of Sale below. Please have an authorized representative of your organization sign below and return.

AUTHORIZED CUSTOMER NAME

AUTHORIZED CUSTOMER SIGNATURE

AUTHORIZED CUSTOMER TITLE

Authorized Date

DATAPRISE, LLC

DATAPRISE REPRESENTATIVE NAME

for Dataprise, LLC

DATAPRISE REPRESENTATIVE TITLE

Acceptance Date

IV. Price Detail**Product Detail**

#	<u>Item</u>	<u>Part #</u>	<u>Qty.</u>	<u>Price</u>	<u>Extension</u>
	(Hardware)				
1.	DELL MEMORY UPGRADE - 16GB - 2RX8 DDR4 RDIMM 3200MHZ	Q3000131194 927.4 - A	16	\$513.98	\$8,223.68
2.	DUAL IN-LINE MEMORY MODULE, 128G, 2667, 8RX4, 8G, DDR4, LEAD REDUCED	Q3000131194 927.4 - C	1	\$3,374.99	\$3,374.99
3.	DELL 2.4TB 10K RPM SAS 12GBPS 512E 2.5IN HOT-PLUG HARD DRIVE	Q3000131194 927.4 - B	6	\$620.80	\$3,724.80
<i>T=Taxable Item</i>				<u>Sub Total:</u>	<u>\$15,323.47</u>

Non-Recurring Technical Services Detail

<u>Task</u>	<u>Description</u>	<u>Qty.</u>	<u>Per</u>	<u>Price</u>	<u>Extension</u>
1	Fixed Project Labor for Memory and Storage Installation	1	Units	\$4,301.00	\$4,301.00
<i>T=Taxable Item</i>				<u>Sub Total:</u>	<u>\$4,301.00</u>

A. Term and Termination

1. **EFFECTIVE DATE.** The provisions of this Agreement for the services herein ("Services") shall come into full force and effect on the date this Agreement is signed by Dataprise and by Customer (each a "Party").
2. **INITIAL TERM (for Recurring Services).** For monthly recurring Services, the initial term of this Agreement is as specified in the Price Summary and shall begin on the date that the Services in the "Recurring Monthly Costs Detail" as specified in the Price Detail of this Agreement are initially provided to Customer ("Initial Term").
3. **RENEWAL (for Recurring Services).** Unless notified in writing by Customer at least sixty (60) days prior to the end of the Initial Term or any subsequent term ("Renewal Term"), this Agreement will automatically renew for a twelve (12) month Renewal Term. Dataprise shall be entitled to a 5% annual increase for all Services hereunder after completion of the Initial Term and subsequent Renewal Terms. Upon thirty (30) days' written notice to Customer, Dataprise may change or increase pricing during any Renewal Term.
4. **TERMINATION (for Recurring Services).** This Agreement may be terminated by either Party if the other Party is in material breach of this Agreement, provided that the breaching Party is given written notice of such breach and the breach is not cured within thirty (30) days of the notice (termination for "Cause"). In the event that Customer terminates this Agreement without Cause prior to the end of the Initial Term, Renewal Term, or defaults in its obligation to pay under this Agreement, Dataprise shall be entitled to the total of the remaining month(s)' recurring service fees. Customer agrees that in the event of termination by Dataprise for Cause, or improper or early termination by Customer without Cause, actual damages will be difficult or impossible to ascertain and that the amounts due as set forth in this Section are intended, therefore, to establish liquidated damages and not intended as a penalty.
5. **TERMINATION (for Non-Recurring Project Only).** This Agreement may be terminated by either Party if the other Party is in material breach of this Agreement, provided that the breaching Party is given written notice of such breach and the breach is not cured within thirty (30) days of the notice. In the event that either Party terminates this Agreement prior to the completion or final delivery of Products and/or Services hereunder, Customer shall be liable to Dataprise for any products delivered or services rendered prior to the termination, including any hourly non-recurring services that may have accrued.

B. Payment Terms

1. **RECURRING SERVICES.** Customer will be billed monthly for recurring services, subject to credit approval. Payments are due within thirty (30) days of the invoice date.
2. **PROJECT OR FIXED PRICE.** For project or fixed price services, 50% payment is due upon execution of this Agreement and the remaining 50% will be invoiced upon completion and due within thirty (30) days of the invoice date.
3. All payments shall be made in US dollars payable to "Dataprise".
4. A finance charge of 1.5% will be applied monthly on all unpaid balances after they become due. A service charge of \$50 will be assessed for any returned checks.
5. If the amount due Dataprise must be collected by or through an attorney, collections agency, or otherwise adjudicated, Customer will be liable to Dataprise for all reasonable attorney's fees and court costs incurred.
6. If Customer fails to pay within thirty (30) days of the invoice date, Customer will be considered in default. In the event of Customer's default, Dataprise reserves the right to either suspend Services under this Agreement until payment is received, or to terminate this Agreement for Cause, both within thirty (30) days after providing notice to Customer.

C. Warranties and Liability

1. **FORCE MAJEURE.** Neither Party shall be liable for delays or failure to perform under this Agreement resulting from a force majeure event including, but not limited to, war, terrorism, strikes, riots, fire, flood, power failure, pandemic, governmental restrictions, acts of God, or any other causes that are beyond the reasonable control of such Party.
2. **WARRANTIES.** Dataprise warrants that the Services will be performed in a professional and workmanlike manner, consistent with prevailing industry standards. Warranties of any and all third-party hardware equipment, software applications, and Software as a Service (SaaS) applications, if applicable, are provided directly by their respective manufacturers. Dataprise assumes no risk whatsoever for any defective items but will use commercially reasonable efforts in assisting Customer in obtaining repair or replacement items under manufacturers' warranty. It is expressly understood and agreed that Dataprise makes no guarantees or promises to Customer with respect to the exact date of complete delivery, installation, and operational status of the Services but will use commercially reasonable efforts within its control in adhering to any proposed schedules or timelines provided to Customer.

THE LIMITED WARRANTIES SET FORTH ABOVE ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS, EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE SERVICES OR PRODUCTS PROVIDED UNDER THIS AGREEMENT, OR AS TO THE RESULTS WHICH MAY BE OBTAINED THEREFROM, AND AS TO ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL DATAPRISE BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES FOR LOSS OF PROFITS OR LOSS OF DATA ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE PERFORMANCE OR BREACH THEREOF, THE SERVICES PROVIDED OR FAILED TO BE PROVIDED, INCLUDING BUT NOT LIMITED TO ANY DELAY, NON-DELIVERY, WRONG DELIVERY, SERVICE INTERRUPTION OR LOSS OF ACTUAL OR ANTICIPATED VALUE OF THE BUSINESS, EVEN IF DATAPRISE HAS BEEN WARNED OF SUCH LOSS.

3. **LIMITATION OF LIABILITY.** Dataprise's total liability under this Agreement shall in no event exceed the amounts paid by Customer to Dataprise in the six (6) months preceding the event giving rise to such liability.
4. **INDEMNIFICATION.** Each Party agrees to indemnify and hold harmless the other Party, and its parents, subsidiaries, affiliates, officers, directors, shareholders, employees and agents, from any claim or demand, including reasonable attorneys' fees, made by a third party due to or arising out of: (1) any alleged violation of any intellectual property rights of another, including but not limited to the use of any content, trademarks, service marks, trade names, copyrighted or patented material, or other intellectual property used in connection with the Services provided under this Agreement; (2) any violation of law by the indemnifying Party; or (3) any bodily injury, or damage to real or tangible personal or property to the extent proximately caused by the indemnifying Party's negligence or willful misconduct in the course of performing this Agreement. Dataprise reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by Customer but doing so shall not excuse Customer's indemnity obligations.

D. Additional Service Terms

1. **EXPENSES.** Customer will be invoiced separately for any procurement expenses for equipment or other hardware or software as may be provided by Dataprise and preapproved by Customer.
2. **SCHEDULED VISIT CANCELATIONS.** Twenty-four (24) hours' notice is required for any cancellation or rescheduling of regularly scheduled or planned on-site visits or scheduled appointments for remote Services. Failure to provide such notice may result, at Dataprise's sole discretion, in the charging of the corresponding anticipated fees.
3. **EXTENDED TRAVEL CHARGES.** Additional charges may apply for on-site travel greater than 100 miles on behalf of Customer from a Dataprise service office location. A complete list of Dataprise service office locations may be found at <http://www.dataprise.com>.
4. **EQUIPMENT SALES.** All hardware and software equipment sales provided hereunder are final and products listed herein may not be returned unless previously authorized. Final return authorization is subject to original equipment manufacturer (OEM) approval. Equipment pricing is subject to fluctuations due to changing market conditions and availability and cannot be guaranteed. Consequently, Dataprise may cancel or offer substitutions on those items that, at time of order, are no longer available at the prices quoted herein.
5. **MANAGED CLOUD SERVICES, MICROSOFT SERVICES, AND ADDITIONAL TERMS.** In addition to the Services specified herein, Customer may receive remote managed or cloud-based Services including, but not limited to: Managed Workstation Services, Web URL Filtering, Remote Data Backup, Remote Network Monitoring, Internet Domain Management, Anti-SPAM Service, Microsoft Cloud Services, Microsoft Office 365, Microsoft Azure, and other hosting or cloud-based services (collectively the "Managed Cloud Services"). Additional terms and restrictions may apply under the Dataprise Managed Services/Managed Cloud Services Agreement ("Dataprise MSA") which can be found online at <http://www.dataprise.com/legal/msa> and may be amended by Dataprise from time to time. In addition, desktop and server portions of any Managed Cloud Services that are installed on Customer equipment are governed under a Dataprise End User License

Agreement ("Dataprise EULA") for desktop and server software which can be found online at <http://www.dataprise.com/eula> and may be amended by Dataprise from time to time. Both the Dataprise MSA and Dataprise EULA are both, as applicable, incorporated by reference herein and made part of this Agreement. If Microsoft Software is provided as part of the Services, additional restrictions may apply under Microsoft Corporation's licensing terms, including but not limited to, limits on the number of authenticated users. Partner Admin Link (PAL), Claimed Partner of Record (CPOR), and Granular Delegated Admin Privileges (GDAP) registration for Dataprise is required if Microsoft365, Dynamics365, or Azure services are included in this Agreement. Customer acknowledges that Dataprise may receive monetary fees, commissions, or compensation from Microsoft in connection with this Agreement. Customer is responsible for adhering to any additional Microsoft terms.

E. Miscellaneous

1. **ENTIRE AGREEMENT.** This Agreement supersedes all previous proposals and discussions and reflects the final understanding between Dataprise and Customer with respect to the subject matter of this Agreement. This Agreement may not be modified, amended, rescinded, or canceled, in whole or in part, except by written agreement signed by an authorized representative of both Parties.
2. **ORIGINAL SIGNATURE.** The Parties agree and attest that any authorized signature by facsimile or electronically (PDF) is deemed to be an original.
3. **COUNTERPARTS.** This Agreement may be executed in separate counterparts, each of which shall be deemed an original and all of which shall constitute a complete agreement.
4. **ASSIGNMENT.** Customer may not assign any rights or delegate any duties under this Agreement in whole or in part without Dataprise's prior written consent (which shall not be unreasonably withheld) and any such attempted assignment shall be void and of no effect. This Agreement shall be binding upon and inure to the benefit of each of the Parties, their successors, and permitted assigns.
5. **SEVERABILITY.** In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.
6. **NO WAIVER.** No failure or delay on the part of Dataprise to exercise or enforce any of the terms of this Agreement or rights or remedies under this Agreement will constitute a waiver thereof.
7. **INDEPENDENT CONTRACTOR.** Dataprise is and shall at all times be an independent contractor and shall not be deemed an employee or agent of Customer. Nothing in this Agreement is intended to, or shall be deemed to, constitute a partnership or joint venture between the Parties.
8. **NON-SOLICITATION OF PERSONNEL.** Customer hereby understands and agrees that Dataprise spends considerable time and money hiring, training and growing its professional staff and that its staff is generally utilized among many different clients. Accordingly, Customer agrees that it will not solicit for employment, hire or contract with any of Dataprise's existing or former technical or professional personnel, or consultants and/or contractors, assigned either directly or indirectly to Customer's account during the term of this Agreement and for a period of two years from its termination, regardless of the reason for termination. Customer agrees to pay Dataprise the amount equal to the target annual earnings of the Dataprise employee solicited by Customer as liquidated damages for any breach of this provision and for each occurrence thereof. For this purpose, solicitation does not include contact resulting from indirect means such as public advertisement, Internet postings, placement firm searches or similar means to which the employee responds on his or her own initiative, provided that such indirect means are not used for the purpose of circumventing this section. This provision shall survive the termination of this Agreement for any reason.
9. **NOTICES.** All notices, requests, demands and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given on receipt if delivered personally, upon receipt of a facsimile confirmation if faxed, two (2) days after being sent by a nationally recognized overnight carrier, three (3) days after being mailed by certified mail, postage prepaid, return receipt requested, or the day such notice or communication is sent electronically (including PDF), provided that the sender has received a confirmation of such electronic transmission. Notices to Dataprise shall be addressed to the attention of Legal Department (LegalNotices@Dataprise.com) and notices to Customer shall be sent to the address initially provided for Customer's account, or to such other address as a party may specify in a notice pursuant to this provision.
10. **PREVAILING PARTY.** If any litigation or other court action, arbitration or similar adjudicatory proceeding is commenced by any Party to enforce its rights under this Agreement against the other Party, all fees, costs and expenses, including, without limitation, reasonable attorneys' fees and court costs, incurred by the prevailing Party in such litigation, action, arbitration or proceeding shall be reimbursed by the losing Party; provided, that if a Party to such litigation, action, arbitration or proceeding prevails in part, and loses in part, the court, arbitrator or other adjudicator presiding over such litigation, action, arbitration or proceeding shall award a reimbursement of the fees, costs and expenses incurred by such Party on an equitable basis.
11. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland. Any actions to interpret or enforce this Agreement shall be solely brought in the State of Maryland and, to the extent permitted by law, the Parties agree that the venue for such action shall be in the County of Montgomery.



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-172-FY23

12/19/2022

11.d.

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

Item Title:

Acceptance of Donation of a Scent Evidence Vacuum from the Chesapeake K9 Foundation

Suggested Action:

I move that Mayor and Council accept the donation of a Scent Evidence Vacuum from the Chesapeake K9 Foundation for our Bloodhound Program.

Summary Background:

The Scent Evidence collection vacuum is a \$1,500.00 system which allows the operator to remove a scent from an item without having to touch or contaminate the object: reducing the risk of contamination. Once vacuumed onto a pad, the scent would be utilized to conduct a trail. This system stores the vacuumed scents for up to ten years which could be used for investigative purposes at a later date.

The Chesapeake K9 Foundation selected the Hyattsville Police Department to receive this Scent Evidence collection vacuum for our Bloodhound program with the endorsement of Canine Officer Shifflet of the Bowie City Police Department.

Next Steps:

Acceptance of the Scent Evidence collection vacuum for our Bloodhound Program

Fiscal Impact:

There is no cost for the vacuum. Donation value: \$1,500.00

City Administrator Comments:

Recommend approval.

Community Engagement:

N/A

Strategic Goals:

Goal 3 - Promote a Safe and Vibrant Community

Legal Review Required?

N/A



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-173-FY23

12/19/2022

11.e.

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

Item Title:
Trip Hazard Mitigation

Suggested Action:

I move that the Mayor and Council authorize the City Administrator to enter into an agreement with Precision Concrete Cutting for the evaluation and removal of trip hazards along various sidewalk throughout the City. An expenditure not to exceed \$35,000 is authorized.

Summary Background:

As infrastructure ages there is wear and tear as well as movement that can be caused by water, ice, tree roots, or other changes in the ground. When it comes to sidewalks this frequently causes sections of the sidewalk to move, usually sinking or heaving, relative to neighboring sections of the sidewalk. Sometimes it causes sections of the sidewalk to crack or buckle. All of this sidewalk motion causes trip hazards. Sometimes the hazard is so severe that it requires replacing the section of sidewalk, though most of the time the concrete can be cut to eliminate the hazard. Trip hazard cutting has the benefit of being cheaper and faster than replacing the sidewalk sections while reducing the risk to pedestrians. Depending on the severity of the hazard, a sidewalk can be cut in the same area several times before the sidewalk would need to be replaced, allowing for sidewalk replacements to be planned and budgeted in advance. Precision Concrete Cutting uses a proprietary cutting technology that produces a more consistent, better quality, and ADA compliant repair. As such this would be a sole source procurement as there are no other vendors in the area with the same technology.

Next Steps:

Issue purchase order and schedule the work.

Fiscal Impact:

NTE \$35,000

City Administrator Comments:

Recommend approval.

Community Engagement:

N/A

Strategic Goals:

Goal 3 - Promote a Safe and Vibrant Community

Legal Review Required?

Pending



City of Hyattsville
Hal Metzler
4633 Arundel Place
Hyattsville, MD 20781

Date: June 21, 2022

Bid # 3378

Precision Concrete Cutting

Jim Grimes

215 Middleboro Road

Wilmington DE 19804

jim@safesidewalksdemd.com

855-832-9876 office

302-250-5663 cell

888-622-0490 fax

Trip Hazards 3/8" and up

Property Address:

5100 Baltimore Avenue Hyattsville MD. 20781

Pin #	Height 1	Height 2	Lineal Ft	Location/Description	Severity	SQ FT
RHODE ISLAND AVENUE/BALTIMORE AVENUE						
22	0.625	0.000	5.00	5100 Baltimore Avenue, front center at door	Severe	25
23	0.500	0.000	6.00	5100 Baltimore Avenue, right of door	Hazardous	24
24	0.625	0.000	3.00	5100 Baltimore Avenue, right of door next	Severe	20
25	0.500	0.000	4.00	5132 Baltimore Avenue, front left adjacent to lamp post across	Hazardous	16
26	0.500	0.000	4.00	5132 Baltimore Avenue, front left adjacent to lamp post across next	Hazardous	16
27	0.625	0.000	8.00	5214 Baltimore Avenue, front left at lamp post m	Severe	64
28	0.750	0.000	7.00	5214 Baltimore Avenue, front left at storm drain	Critical	64
29	0.750	0.000	4.00	5214 Baltimore Avenue, front left at storm drain butterfly cut	Critical	64
30	1.000	0.000	4.00	5214 Baltimore Avenue, front left at storm drain butterfly cut	Critical	64
31	0.500	0.000	6.00	5214 Baltimore Avenue, front left at top of cross walk	Hazardous	36
32	0.375	0.000	6.00	5214 Baltimore Avenue, front left adjacent to cross walk next	Hazardous	64
33	0.500	0.000	2.00	5214 Baltimore Avenue, front left on crack at right of cross walk	Hazardous	36
34	0.500	0.125	5.00	5214 Baltimore Avenue, front left at right of cross walk next	Hazardous	25
35	0.625	0.125	5.00	5214 Baltimore Avenue, front left of door cross cut	Severe	40
36	0.500	0.250	5.00	5214 Baltimore Avenue, front center of door next, cross cut	Hazardous	40
37	0.500	0.375	5.00	5214 Baltimore Avenue, front right of door next, cross cut	Hazardous	
38	0.500	0.250	5.00	5214 Baltimore Avenue, front right of door next, cross cut	Hazardous	40
39	0.625	0.000	5.00	5214 Baltimore Avenue, front right of door, before lamp post next, cross cut	Severe	40
40	0.625	0.000	5.00	5214 Baltimore Avenue, front right of door, at lamp post next, cross cut	Severe	40
41	0.625	0.500	5.00	5214 Baltimore Avenue, front right of door, at lamp post next, cross cut	Severe	25
42	0.750	0.000	5.00	5214 Baltimore Avenue, front right at meter next, cross cut	Critical	25
43	0.375	0.000	8.00	5214 Baltimore Avenue, front right at meter same	Hazardous	64
44	0.500	0.000	3.00	5214 Baltimore Avenue, at right of steps, before Hamilionn Street	Hazardous	28
45	0.625	0.000	4.00	5214 Baltimore Avenue, across at left of ramp	Severe	36
46	0.500	0.000	4.00	5214 Baltimore Avenue, across at left of ramp by crack same	Hazardous	36

47	0.500	0.000	3.00	5214 Baltimore Avenue, across at crack on left of ramp next	Hazardous	36
48	0.500	0.000	3.00	5214 Baltimore Avenue, across at crack on right of ramp	Hazardous	36
49	0.500	0.375	5.00	5214 Baltimore Avenue, across adjacent to City of Hyattsville sign	Hazardous	25
50	0.500	0.000	4.00	5214 Baltimore Avenue, across adjacent to lamp post by City of Hyattsville sign	Hazardous	16
51	0.500	0.000	4.00	5214 Baltimore Avenue, across adjacent to telephone pole across	Hazardous	16
52	0.500	0.000	5.00	5214 Baltimore Avenue, across adjacent to sign across before lamp post	Hazardous	25
53	0.500	0.000	4.00	Baltimore Avenue, at cross path and camera	Hazardous	25
54	0.500	0.000	4.00	5200 Baltimore Avenue, across at left side of driveway	Hazardous	25
55	0.625	0.000	4.00	5200 Baltimore Avenue, across at right side of driveway	Severe	25
56	0.500	0.000	5.00	5123 Baltimore Avenue, front left at steps	Hazardous	25
57	1.500	1.000	5.00	5123 Baltimore Avenue, front left along steps cross cut	Critical	25
58	1.000	0.375	5.00	5123 Baltimore Avenue, front left along steps next, cross cut	Critical	40
59	0.750	0.000	4.00	5123 Baltimore Avenue, front left along steps next, cross cut	Critical	40
60	0.750	0.000	4.00	5123 Baltimore Avenue, front center at cross walk lamp post	Critical	40
61	0.500	0.000	4.00	5123 Baltimore Avenue, at left of cross walk butterfly cut	Hazardous	40
62	0.500	0.000	4.00	5123 Baltimore Avenue, at left of cross walk butterfly cut	Hazardous	40
63	0.375	0.000	5.00	5119 Baltimore Avenue, front right at window before door	Hazardous	25
64	0.500	0.000	5.00	5117 Baltimore Avenue, at left of door	Hazardous	25
65	0.500	0.000	6.00	5117 Baltimore Avenue, front right at parking meter	Hazardous	40
66	0.500	0.000	5.00	5101 Baltimore Avenue, front right at sign before lamp post	Hazardous	36
67	0.375	0.000	5.00	5100 Baltimore Avenue, across at telephone pole	Hazardous	25
68	0.625	0.000	5.00	5100 Baltimore Avenue, across at asphalt path	Severe	25
69	1.000	0.000	5.00	5100 Baltimore Avenue, across adjacent to lamp post	Critical	25
70	0.375	0.000	3.00	5100 Baltimore Avenue, across on crack at telephone pole	Hazardous	25
1	0.750	0.375	5.00	6038 Baltimore Ave front right at corner price sign past pole	Critical	20
2	0.875	0.000	3.00	6038 Baltimore Ave front right at manhole cover	Critical	20
3	0.500	0.250	5.00	6038 Baltimore Ave front right past 2nd pole	Hazardous	20
4	0.000	0.000	0.00	6038 Baltimore Ave front center driveway apron broken	Replace	
5	0.500	0.000	5.00	6038 Baltimore Ave front left past driveway before pole	Hazardous	20
6	0.500	0.000	4.00	6038 Baltimore Ave front left past pole	Hazardous	20
7	0.625	0.000	5.00	6034 Baltimore Ave front right at apron	Severe	20
8	0.500	0.000	3.00	6034 Baltimore Ave front center at pole	Hazardous	20
9	1.500	0.000	5.00	6030 Baltimore Ave front right past entrance	Critical	25
10	0.750	0.000	5.00	6030 Baltimore Ave front right past 1st pole at trees	Critical	20
11	0.375	0.250	5.00	6030 Baltimore Ave front center before speed limit sign	Hazardous	20
12	0.000	0.000	0.00	6030 Baltimore Ave front left panel broken before 3rd pole	Replace	
13	0.625	0.000	5.00	6030 Baltimore Ave front left past 3rd pole	Severe	20
14	0.625	0.000	2.00	6030 Baltimore Ave front left past 3rd pole	Severe	20
15	0.750	0.375	5.00	6030 Baltimore Ave front left past 3rd pole	Critical	20
16	0.500	0.250	8.00	5814 Baltimore Ave front right past crosswalk pole	Hazardous	64
17	0.375	0.000	3.00	5814 Baltimore Ave front left of door	Hazardous	25
18	0.875	0.375	3.00	5814 Baltimore Ave front left of door	Critical	15
19	0.500	0.375	5.00	5810 Baltimore Ave front right at door crack	Hazardous	20
20	0.500	0.375	3.00	5810 Baltimore Ave front right at door crack	Hazardous	15

21	1.875	0.750	3.00	5810 Baltimore Ave front left at storm drain	Critical	15
22	0.750	0.000	4.00	5810 Baltimore Ave front left at storm drain	Critical	25
23	0.000	0.000	0.00	5810 Baltimore Ave front left at storm drain	Replace	
24	0.500	0.375	4.00	5804 Baltimore Ave front right at lead to street past tree	Hazardous	24
25	0.500	0.375	4.00	5720 Baltimore Ave front left at lead to street before tree	Hazardous	24
26	0.500	0.375	4.00	5720 Baltimore Ave front left at lead to street past tree	Hazardous	24
27	0.750	0.000	10.00	5710 Baltimore Ave front right before storm drain	Critical	80
28	0.500	0.375	5.00	5710 Baltimore Ave front right of door	Hazardous	30
29	0.375	0.250	5.00	5710 Baltimore Ave front right of door	Hazardous	30
30	0.500	0.375	4.00	5710 Baltimore Ave front left of entrance at bicycle sign	Hazardous	20
31	0.375	0.250	5.00	5710 Baltimore Ave front left of entrance at bicycle sign	Hazardous	25
32	0.500	0.000	6.00	5702 Baltimore Ave front left at handicap ramp	Hazardous	24
33	0.375	0.000	4.00	5610 Baltimore Ave front left at window	Hazardous	16
34	0.375	0.000	4.00	5608 Baltimore Ave front left at window	Hazardous	16
35	0.375	0.375	4.00	5606 Baltimore Ave front left at bldg. corner	Hazardous	20
36	0.625	0.375	4.00	5604 Baltimore Ave front far right at courtyard	Severe	24
37	0.375	0.000	3.00	5604 Baltimore Ave front far right at courtyard	Hazardous	18
38	0.375	0.000	6.00	5602 Baltimore Ave front right of door	Hazardous	40
39	1.500	0.500	12.00	5600 Baltimore Ave front left at driveway	Critical	120
40	0.500	0.500	4.00	5600 Baltimore Ave front left at driveway crack	Hazardous	25
41	0.000	0.000	0.00	5504 Baltimore Ave front right panels heaved and broken	Replace	
42	0.625	0.500	4.00	5500 Baltimore Ave front center at center window	Severe	16
43	0.625	0.250	4.00	5500 Baltimore Ave front center at center window	Severe	16
44	1.625	1.250	10.00	5500 Baltimore Ave front left at manhole	Critical	60
45	1.875	0.000	6.00	5500 Baltimore Ave front left at manhole corner	Critical	36
46	1.000	0.000	6.00	5500 Baltimore Ave front left at mailbox	Critical	36
47	0.625	0.375	5.00	5326 Baltimore Ave front right past hydrant	Severe	20
48	0.000	0.000	0.00	5306 Baltimore Ave front left at storm drain panel broken	Replace	
49	0.750	0.000	2.00	Across 5214 Baltimore Ave past speed limit sign on bridge	Critical	8
50	0.375	0.375	2.00	Across 5214 Baltimore Ave past speed limit sign-on bridge	Hazardous	36
51	0.500	0.250	4.00	Across 4821A Baltimore Ave at cross walk post	Hazardous	16
52	0.625	0.375	5.00	4800 Baltimore Ave front left past manhole	Severe	25
53	0.625	0.000	3.00	Across 4729 Baltimore Ave past pole	Severe	25
54	0.500	0.000	3.00	Across 4723 Baltimore Ave before manhole	Hazardous	25
55	0.000	0.000	0.00	Across 4716 Baltimore Ave front right concrete broken	Replace	
56	0.750	0.250	8.00	4644 Baltimore Ave Citco driveway apron before manhole	Critical	48
57	0.375	0.000	3.00	4623 Baltimore Ave front left edge of driveway	Hazardous	20
58	0.375	0.000	2.00	4623 Baltimore Ave front far left before hydrant	Hazardous	16
59	0.500	0.000	4.00	4623 Baltimore Ave front far left at pole near corner	Hazardous	16
60	0.625	0.500	5.00	4643 Baltimore Ave front right at driveway edge crack	Severe	25
61	0.625	0.500	5.00	4643 Baltimore Ave front center driveway edge	Severe	25
62	0.750	0.375	5.00	4729 Baltimore Ave front right of lead walk	Critical	30
63	1.000	0.000	5.00	4801 Baltimore Ave front right at manhole	Critical	40
64	0.375	0.375	5.00	4821A Baltimore Ave front right at sign	Hazardous	25
65	0.500	0.000	4.00	5221 Baltimore Ave front right before brick walkway	Hazardous	25
66	0.500	0.000	5.00	5221 Baltimore Ave front left of door	Hazardous	36
67	0.500	0.000	4.00	5301 Baltimore Ave at lead walk	Hazardous	20
68	1.000	0.000	4.00	5303 Baltimore Ave front left past window	Critical	30
69	0.750	0.000	7.00	5305 Baltimore Ave right of door	Critical	35

70	1.125	0.875	4.00	5331 Baltimore Ave left of suite 103 at lead walk to street	Critical	24
71	0.750	0.000	2.00	5501 Baltimore Ave across from suite 103	Critical	12
72	0.875	0.625	5.00	5501 Baltimore Ave left of suite 101 Chipotle	Critical	25
73	0.625	0.625	5.00	5501 Baltimore Ave left of suite 101 Chipotle	Severe	25
74	0.750	0.000	5.00	5501 Baltimore Ave suite 600 FedEx left of entrance	Critical	25
75	0.875	0.000	5.00	5501 Baltimore Ave suite 600 FedEx front left past bldg. corner	Critical	20
76	0.625	0.250	5.00	5609 Baltimore Ave front right driveway	Severe	30
77	0.000	0.000	0.00	4501 Longfellow St right side, side walk to street sunken past bench	Replace	
78	0.625	0.375	4.00	4501 Longfellow St right side at tree	Severe	24
79	0.750	0.500	4.00	5705 Baltimore Ave top of handicap at light pole	Critical	25
80	0.750	0.500	5.00	5705 Baltimore Ave top of handicap	Critical	25
81	0.500	0.000	4.00	5705 Baltimore Ave top of handicap left side	Hazardous	25
82	0.500	0.000	5.00	5705 Baltimore Ave front right before entrance to fitness center	Hazardous	25
83	0.500	0.000	5.00	5705 Baltimore Ave front left of entrance to 104	Hazardous	25
84	0.500	0.250	5.00	5711 Baltimore Ave front right of steps	Hazardous	25
85	0.000	0.000	0.00	5731 Baltimore Ave multiple panels heaved	Replace	
86	0.500	0.250	4.00	5801 Baltimore Ave front right driveway edge	Hazardous	20
87	0.750	0.375	4.00	5801 Baltimore Ave left driveway edge	Critical	20
88	1.000	0.000	4.00	5803 Baltimore Ave right driveway edge	Critical	20
89	1.000	0.000	4.00	5811 Baltimore Ave front right driveway edge	Critical	20
90	0.500	0.000	5.00	5817 Baltimore Ave front right driveway	Hazardous	50
91	0.500	0.000	3.00	5817 Baltimore Ave front center at window	Hazardous	16
92	0.500	0.000	4.00	6001 Baltimore Ave front right past post	Hazardous	20
93	0.750	0.000	5.00	6009 Baltimore Ave front right driveway edge	Critical	20
94	0.500	0.000	4.00	6009 Baltimore Ave front right driveway edge past hydrant	Hazardous	20
95	1.250	0.750	4.00	6009 Baltimore Ave front right left driveway edge	Critical	20
96	0.625	0.000	4.00	6009 Baltimore Ave front right driveway edge	Severe	50
97	0.625	0.000	5.00	6019 Baltimore Ave front far left before lot sign	Severe	25
98	1.375	1.250	5.00	6033 Baltimore Ave front right driveway edge	Critical	25
99	0.625	0.375	4.00	6033 Baltimore Ave front right left driveway edge	Severe	20
100	0.375	0.000	4.00	6033 Baltimore Ave front center at door	Hazardous	16
101	0.625	0.500	5.00	6035 Baltimore Ave front left at sign	Severe	25
Totals:			654			4073
TOTAL REPAIRS TO BE MADE BY PRECISION CONCRETE CUTTING FOR BALTIMORE AVENUE:						142
TOTAL FOR SIDEWALK TRIP HAZARD REPAIR:						\$9,230.00

The information in this bid is confidential, and is to be used only by the intended recipient and Precision Concrete Cutting in evaluating the project. Any copying or unauthorized disclosure of this information is prohibited.

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PRECISION CONCRETE CUTTING DOES NOT REMOVE AND REPLACE SIDEWALK PANELS.

THIS BID IS VALID FOR 90 DAYS.



City of Hyattsville
Hal Metzler
4633 Arundel Place
Hyattsville, MD 20781

Revised Date: July 5, 2022

Bid # 3381
Revisions per Hal Metzler

Trip Hazards 3/8" and up

Precision Concrete Cutting

Jim Grimes
215 Middleboro Road
Wilmington DE 19804

jim@safesidewalksdemd.com

855-832-9876 office
302-250-5663 cell
888-622-0490 fax

Property Address:

3790 East West Highway Hyattsville MD. 20781

Pin #	Height 1	Height 2	Lineal Ft	Location/Description	Severity	SQ FT
Adelphi Road						
230	0.375	0.250	8.00	Adelphi Road, past cross street of University Boulevard, adjacent to telephone pole across	Hazardous	40
231	0.000	0.000	0.00	Adelphi Road, adjacent to telephone pole in yard replace 6 broken panels	Replace	
232	0.375	0.000	6.00	Adelphi Road, at telephone pole before signs	Hazardous	40
233	0.000	0.000	0.00	Adelphi Road, replace 2 panels past telephone between signs	Replace	
234	0.000	0.000	0.00	Adelphi Road, replace 3 panels at Event Parking signs	Replace	
235	0.000	0.000	0.00	Adelphi Road, replace 4 panels at telephone pole wires	Replace	
236	0.750	0.000	6.00	Adelphi Road, past telephone pole, on crack at storm drain	Critical	40
237	0.500	0.000	5.00	Adelphi Road, past telephone pole, along top of storm drain	Hazardous	30
238	0.500	0.125	4.00	Adelphi Road, at telephone pole past cross street of Campus Drive	Hazardous	16
239	0.375	0.000	4.00	Adelphi Road, past telephone pole adjacent to lamp post across	Hazardous	16
240	0.625	0.000	7.00	7703 Adelphi Road, front right along top of storm drain	Severe	40
241	1.125	0.500	4.00	7703 Adelphi Road, front right past storm drain on edge of driveway	Critical	24
242	0.500	0.000	4.00	7601 Adelphi Road, front left at property line	Hazardous	16
243	0.625	0.000	4.00	7601 Adelphi Road, at right side of driveway	Severe	16
244	0.500	0.000	4.00	Adelphi Road, at bus stop sign	Hazardous	16
245	0.625	0.250	4.00	Adelphi Road, past No Parking sign before telephone pole	Severe	16
246	0.375	0.000	4.00	Adelphi Road, past No Parking sign at telephone pole	Hazardous	16
247	0.750	0.500	4.00	Adelphi Road, past Do Not Enter sign, before tree stump	Critical	16
248	0.500	0.000	4.00	Adelphi Road, past bus stop sign F6 F8, by bench	Hazardous	16
249	0.625	0.000	4.00	Adelphi Road, past path towards church, at top of ramp	Severe	16
250	0.375	0.000	4.00	7311 Adelphi Road, front left at property line	Hazardous	16
251	0.375	0.250	4.00	7311 Adelphi Road, at left side of driveway	Hazardous	16
252	0.375	0.250	4.00	7305 Adelphi Road, at right side of driveway	Hazardous	16
253	0.500	0.375	4.00	7305 Adelphi Road, front right at tree in yard	Hazardous	16
254	0.875	0.000	4.00	7217 Adelphi Road, front left on water meter cover	Critical	16

255	0.000	0.000	0.00	7217 Adelphi Road, front left replace 1 broken panel at driveway	Replace	
256	0.625	0.125	4.00	7217 Adelphi Road, at right side of driveway	Severe	16
257	0.875	0.500	4.00	7215 Adelphi Road, at left side of driveway	Critical	16
258	0.500	0.000	4.00	7213 Adelphi Road, on left side of driveway	Hazardous	16
259	0.750	0.000	4.00	7211 Adelphi Road, at water meter cover on driveway	Critical	16
260	0.375	0.000	4.00	7211 Adelphi Road, at right side of driveway	Hazardous	16
261	0.375	0.000	5.00	7209 Adelphi Road, at right side of driveway	Hazardous	25
262	0.375	0.000	4.00	7207 Adelphi Road, front left at window	Hazardous	16
263	0.375	0.125	4.00	7207 Adelphi Road, at left side of driveway	Hazardous	16
264	0.750	0.375	4.00	7207 Adelphi Road, at right side of driveway	Critical	16
265	0.625	0.250	4.00	7205 Adelphi Road, front right	Severe	16
266	0.375	0.000	4.00	7205 Adelphi Road, at left side of driveway	Hazardous	16
267	0.500	0.250	4.00	7201 Adelphi Road, front left at bus stop sign	Hazardous	16
268	0.750	0.000	4.00	7201 Adelphi Road, front left at bus stop	Critical	16
269	0.500	0.375	4.00	Adelphi Road, past cross street of Wells Parkway, at bush before signs	Hazardous	16
270	0.375	0.000	4.00	Adelphi Road, past cross street to Wells Parkway, past bush at telephone pole	Hazardous	16
271	0.625	0.250	4.00	Adelphi Road, past telephone pole at sign	Severe	16
272	0.500	0.000	4.00	Adelphi Road, past green drain cover in grass, before sign	Hazardous	16
273	1.125	0.625	4.00	7103 Adelphi Road, at left side of driveway	Critical	16
274	0.500	0.375	4.00	7103 Adelphi Road, at right side of driveway	Hazardous	16
275	0.375	0.250	4.00	7101 Adelphi Road, front left at fire hydrant	Hazardous	16
276	0.750	0.500	4.00	7101 Adelphi Road, at left side of driveway	Critical	16
277	0.625	0.000	4.00	7019 Adelphi Road, at right side of driveway	Severe	16
278	0.500	0.000	2.00	Adelphi Road, past sign, before storm drain cover butterfly cut	Hazardous	16
279	0.375	0.000	2.00	Adelphi Road, past sign, before storm drain cover butterfly cut	Hazardous	16
280	0.625	0.000	3.00	Adelphi Road, past sign, at storm drain cover	Severe	16
281	0.500	0.000	4.00	Adelphi Road, past storm drain cover before sign	Hazardous	16
282	0.375	0.000	4.00	Adelphi Road, past End School sign, before tree in yard	Hazardous	16
283	0.375	0.000	4.00	Adelphi Road, past End School sign, at tree in yard	Hazardous	16
284	0.375	0.000	4.00	Adelphi Road, past tree and sign, at edge of driveway	Hazardous	16
285	0.375	0.125	4.00	Adelphi Road, past driveway at trees in yard, before storm drain cover	Hazardous	16
286	0.500	0.125	4.00	Adelphi Road, past trees in yard, at storm drain cover	Hazardous	16
287	1.000	0.750	4.00	7011 Adelphi Road, at left side of driveway	Critical	16
288	0.500	0.000	4.00	7011 Adelphi Road, front right at trees in yard, before telephone pole	Hazardous	16
289	0.625	0.000	5.00	7009 Adelphi Road, front left on storm drain cover	Severe	25
290	0.500	0.000	4.00	7009 Adelphi Road, at left side of driveway	Hazardous	16
291	0.750	0.500	4.00	7009 Adelphi Road, at right side of driveway	Critical	16
292	0.500	0.000	4.00	7009 Adelphi Road, front right	Hazardous	16
293	0.625	0.000	4.00	7009 Adelphi Road, front right before camera	Severe	16
294	0.625	0.250	4.00	7007 Adelphi Road, at left side of driveway	Severe	16
295	0.375	0.000	4.00	7007 Adelphi Road, on left side of driveway	Hazardous	16
296	0.500	0.000	2.00	7007 Adelphi Road, on right side of driveway butterfly cut	Hazardous	16

297	0.500	0.000	2.00	7007 Adelphi Road, at right side of driveway butterfly cut	Hazardous	16
298	0.375	0.375	4.00	7005 Adelphi Road, front left at tree in yard	Hazardous	16
299	1.125	0.750	4.00	7005 Adelphi Road, front center	Critical	16
300	0.750	0.375	4.00	7005 Adelphi Road, front right at tree	Critical	16
301	0.500	0.000	4.00	7003 Adelphi Road, front right at tree	Hazardous	16
302	0.375	0.250	4.00	7003 Adelphi Road, at right side of driveway	Hazardous	16
303	0.500	0.000	3.00	Adelphi Road, at right side of driveway before tree	Hazardous	16
304	0.375	0.000	2.00	Adelphi Road, past driveway, at tree butterfly cut	Hazardous	16
305	0.500	0.000	2.00	Adelphi Road, past driveway, at tree butterfly cut	Hazardous	16
306	0.375	0.000	4.00	Adelphi Road, past bus stop, at tree	Hazardous	16
307	0.500	0.375	4.00	Adelphi Road, past telephone pole at tree	Hazardous	16
308	0.500	0.250	4.00	6909 Adelphi Road, front left before driveway	Hazardous	16
309	1.500	0.500	4.00	6909 Adelphi Road, at right side of driveway	Critical	16
310	1.250	0.000	4.00	6909 Adelphi Road, front left at tree	Critical	16
311	1.500	0.000	4.00	6909 Adelphi Road, front left at tree next	Critical	16
312	0.750	0.500	4.00	6907 Adelphi Road, at right side of driveway	Critical	16
313	0.500	0.000	2.00	6907 Adelphi Road, front right at sign butterfly cut	Hazardous	16
314	0.500	0.000	2.00	6907 Adelphi Road, front right at sign butterfly cut	Hazardous	16
315	0.500	0.375	4.00	6905 Adelphi Road, right of lead walk	Hazardous	16
316	0.625	0.375	4.00	6903 Adelphi Road, at left side of driveway	Severe	16
317	0.750	0.375	4.00	6903 Adelphi Road, front right at tree	Critical	16
318	0.375	0.000	4.00	Adelphi Road, past cross street of Underwood, by trash can before tree	Hazardous	16
319	0.500	0.000	4.00	Adelphi Road, past trash can, at tree before signs	Hazardous	16
320	0.625	0.375	4.00	6811 Adelphi Road, on left side of driveway	Severe	16
321	0.625	0.500	4.00	6811 Adelphi Road, front right at small tree	Severe	16
322	0.375	0.000	4.00	6809 Adelphi Road, at lead walk	Hazardous	16
323	0.625	0.250	4.00	6809 Adelphi Road, front right	Severe	16
324	0.500	0.000	4.00	6809 Adelphi Road, front right at tree	Hazardous	16
325	0.625	0.250	4.00	6809 Adelphi Road, front right before driveway	Severe	16
326	0.500	0.375	4.00	6807 Adelphi Road, at right side of driveway	Hazardous	16
327	0.875	0.000	4.00	6807 Adelphi Road, at left of lead walk	Critical	16
328	0.625	0.000	4.00	6807 Adelphi Road, at right of lead walk	Severe	16
329	0.500	0.375	4.00	6807 Adelphi Road, front right at bushes in yard	Hazardous	16
330	0.625	0.000	4.00	6807 Adelphi Road, front right before telephone pole	Severe	16
331	0.625	0.000	4.00	6805 Adelphi Road, at left side of driveway	Severe	16
332	0.500	0.000	4.00	6805 Adelphi Road, front center	Hazardous	16
333	0.375	0.000	4.00	6805 Adelphi Road, front right	Hazardous	16
334	0.875	0.500	4.00	6803 Adelphi Road, at left side of driveway	Critical	16
335	0.500	0.125	4.00	6803 Adelphi Road, at right side of driveway	Hazardous	16
336	1.250	1.000	4.00	6801 Adelphi Road, front left	Critical	16
337	1.500	0.250	4.00	6801 Adelphi Road, front right at tree	Critical	16
338	0.500	0.000	4.00	6715 Adelphi Road, front left between tree and sign	Hazardous	16
339	0.000	0.000	0.00	6715 Adelphi Road, front right replace 1 broken panel	Replace	
340	1.125	0.625	4.00	6715 Adelphi Road, at left side of driveway	Critical	16
341	1.500	1.500	4.00	6713 Adelphi Road, at lead walk	Critical	16
342	0.625	0.000	4.00	6713 Adelphi Road, front right on crack at tree	Severe	16
343	0.750	0.000	4.00	6711 Adelphi Road, at left side of driveway	Critical	16
344	0.500	0.000	2.00	6711 Adelphi Road, on crack at right side of driveway	Hazardous	16

345	0.375	0.000	3.00	6711 Adelphi Road, front left on crack	Hazardous	16
346	0.375	0.000	4.00	6711 Adelphi Road, right of lead walk	Hazardous	16
347	0.375	0.000	4.00	6711 Adelphi Road, right of lead walk same	Hazardous	16
348	0.500	0.375	4.00	6711 Adelphi Road, front right by water drain cover in grass	Hazardous	16
349	0.375	0.000	2.00	6711 Adelphi Road, front right at drain spout butterfly cut	Hazardous	16
350	0.750	0.000	2.00	6711 Adelphi Road, front right at drain spout butterfly cut	Critical	16
351	1.500	0.500	4.00	6709 Adelphi Road, at left side of driveway	Critical	16
352	0.625	0.375	4.00	6709 Adelphi Road, at right side of driveway	Severe	16
353	0.375	0.000	2.00	6709 Adelphi Road, front right butterfly cut	Hazardous	16
354	0.375	0.000	2.00	6709 Adelphi Road, front right butterfly cut	Hazardous	16
355	0.625	0.000	4.00	6709 Adelphi Road, front right	Severe	16
356	0.500	0.375	4.00	6707 Adelphi Road, on left side of driveway	Hazardous	16
357	0.375	0.000	4.00	6707 Adelphi Road, left of lead walk	Hazardous	16
358	0.625	0.375	4.00	6707 Adelphi Road, right of lead walk	Severe	16
359	0.500	0.125	4.00	6707 Adelphi Road, front right at tree by house	Hazardous	16
360	0.375	0.250	4.00	6705 Adelphi Road, at left side of driveway	Hazardous	16
361	0.625	0.500	4.00	6703 Adelphi Road, at left side of driveway	Severe	16
362	0.500	0.125	4.00	6703 Adelphi Road, on left side of driveway	Hazardous	16
363	1.125	0.750	4.00	6703 Adelphi Road, left of lead walk	Critical	16
364	0.875	0.000	4.00	6703 Adelphi Road, front right at tree	Critical	16
365	0.500	0.375	4.00	6703 Adelphi Road, front right at property line	Hazardous	16
366	1.125	0.125	4.00	6701 Adelphi Road, front left past telephone pole, at edge of driveway and fence	Critical	16
367	0.375	0.250	4.00	6701 Adelphi Road, at left side of driveway	Hazardous	16
368	0.625	0.250	4.00	6701 Adelphi Road, on right side of driveway	Severe	16
369	0.500	0.000	5.00	Adelphi Road, at right side of ramp on cross street of Beechwood Road	Hazardous	25
370	0.500	0.250	4.00	Adelphi Road, past cross street of Beechwood Road, adjacent to telephone pole across	Hazardous	16
371	0.375	0.000	4.00	Adelphi Road, past telephone pole adjacent to sign in middle	Hazardous	16
372	0.625	0.500	4.00	Adelphi Road, past No Parking sign, before driveway	Severe	16
373	1.125	0.000	4.00	Adelphi Road, past No Parking sign, on right side of driveway	Critical	16
374	0.500	0.375	4.00	Adelphi Road, past driveway adjacent to tree in yard before sign	Hazardous	16
375	0.375	0.000	4.00	Adelphi Road, past bike sign at tree	Hazardous	16
376	1.250	1.000	4.00	6600 Adelphi Road, across at tree past bus stop	Critical	16
377	0.375	0.000	4.00	6600 Adelphi Road, across at tree before sign	Hazardous	16
378	0.375	0.000	4.00	6600 Adelphi Road, across past sign adjacent to University Park sign	Hazardous	16
379	0.750	0.000	4.00	6600 Adelphi Road, across past University Park sign at tree before fire hydrant	Critical	16
380	0.500	0.375	4.00	6600 Adelphi Road, across past fire hydrant, before telephone pole	Hazardous	16
381	1.875	1.250	4.00	Adelphi Road, at sign past cross walk	Critical	16
382	0.500	0.125	4.00	6519 Adelphi Road, front left at telephone pole	Hazardous	16
383	0.500	0.125	4.00	6519 Adelphi Road, front right at property line	Hazardous	16
384	0.375	0.000	4.00	6515 Adelphi Road, at lead walk	Hazardous	16
385	0.500	0.000	4.00	6515 Adelphi Road, front right	Hazardous	16
386	0.375	0.125	4.00	6513 Adelphi Road, right of lead walk	Hazardous	16

387	0.375	0.000	4.00	6513 Adelphi Road, front right	Hazardous	16
388	0.875	0.500	4.00	6511 Adelphi Road, front right	Critical	16
389	0.750	0.500	4.00	6507 Adelphi Road, front left at telephone pole	Critical	16
390	0.500	0.000	4.00	6505 Adelphi Road, at right side of lead walk	Hazardous	16
391	0.375	0.125	4.00	6505 Adelphi Road, front right at drain spout	Hazardous	16
392	0.500	0.375	4.00	6505 Adelphi Road, front right before telephone pole	Hazardous	16
393	0.625	0.250	4.00	6501 Adelphi Road, at left side of lead walk	Severe	16
394	0.625	0.000	5.00	6427 Adelphi Road, front left at top side of ramp	Severe	25
395	0.375	0.000	4.00	6427 Adelphi Road, at right side of lead walk	Hazardous	16
396	0.500	0.250	4.00	6423 Adelphi Road, front right at window	Hazardous	16
397	0.500	0.000	4.00	6421 Adelphi Road, at left side of lead walk	Hazardous	16
398	0.500	0.375	4.00	6419 Adelphi Road, front right on crack at sign	Hazardous	16
399	0.375	0.000	4.00	6417 Adelphi Road, front right at trees in yard	Hazardous	16
400	0.375	0.000	4.00	6413 Adelphi Road, front left at drain spout	Hazardous	16
401	0.375	0.000	4.00	6413 Adelphi Road, front center	Hazardous	16
402	0.750	0.000	4.00	Adelphi Road, at Adopt A Road sign before driveway edge	Critical	16
403	0.875	0.000	4.00	Adelphi Road, past Adopt A Road sign, on left driveway edge	Critical	16
Totals:			659			2842
TOTAL REPAIRS TO BE MADE BY PRECISION CONCRETE CUTTING FOR ADELPHI ROAD AREA:						168
TOTAL FOR SIDEWALK TRIP HAZARD REPAIR:						\$10,920.00

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PRECISION CONCRETE CUTTING DOES NOT REMOVE AND REPLACE SIDEWALK PANELS.

THIS BID IS VALID FOR 90 DAYS.



City of Hyattsville
Hal Metzler
4633 Arundel Place
Hyattsville, MD 20781

Revised Date: July 5, 2022

Bid # 3379

Revisions per Hal Metzler
Trip Hazards 3/8" and up

Precision Concrete Cutting

Jim Grimes
215 Middleboro Road
Wilmington DE 19804

jim@safesidewalksdemd.com

855-832-9876 office

302-250-5663 cell

888-622-0490 fax

Property Address:

3300 E West Hwy Hyattsville MD. 20781

Pin #	Height 1	Height 2	Lineal Ft	Location/Description	Severity	SQ FT
E West Highway						
41	0.750	0.500	5.00	4109 E West Hwy right of stairs	Critical	25
42	0.750	0.625	5.00	4109 E West Hwy right of stairs past water meter	Critical	25
43	0.500	0.000	5.00	4109 E West Hwy left of home at corner	Hazardous	25
44	0.875	0.000	5.00	4109 E West Hwy left of home at bottom of handicap ramp on corner	Critical	25
45	0.750	0.000	5.00	4111 E West Hwy right of home at bottom of handicap ramp on corner	Critical	25
46	0.500	0.375	3.00	4111 E West Hwy right of home at edge of storm drain on corner	Hazardous	25
47	0.875	0.500	7.00	4111 E West Hwy right of home at rear edge of storm drain on corner	Critical	35
48	1.000	0.500	3.00	4111 E West Hwy right of home at right edge of storm drain on corner	Critical	25
49	0.500	0.000	5.00	4111 E West Hwy right of driveway	Hazardous	25
50	0.500	0.000	5.00	4114 E West Hwy left corner of property at utility pole	Hazardous	25
51	0.375	0.250	5.00	4112 E West Hwy left of driveway	Hazardous	25
52	0.875	0.500	5.00	4112 E West Hwy left of home at storm drain	Critical	25
53	0.500	0.250	5.00	6302 Queens Chapel Rd far right at University Park sign	Hazardous	25
54	0.375	0.000	3.00	6409 Adelphi Rd far left at storm drain	Hazardous	25
55	0.500	0.500	5.00	6409 Adelphi Rd far left at bottom of handicap ramp on corner	Hazardous	25
56	0.500	0.000	5.00	3790 E West Hwy at storm drain	Hazardous	25
57	0.500	0.000	5.00	3790 E West Hwy past storm drain	Hazardous	25
75	0.375	0.250	5.00	4202 E West Hwy center of driveway	Hazardous	25
76	1.375	0.750	5.00	4204 E West Hwy left corner of property at utility pole	Critical	25
77	0.500	0.000	5.00	4204 E West Hwy left corner of home	Hazardous	25
78	0.375	0.000	3.00	4204 E West Hwy center of driveway	Hazardous	25
79	0.500	0.000	5.00	4206 E West Hwy left of driveway	Hazardous	25
80	0.500	0.000	4.00	4206 E West Hwy center of driveway	Hazardous	25
81	0.500	0.000	4.00	4206 E West Hwy right edge of driveway	Hazardous	25
82	0.750	0.250	5.00	4208 E West Hwy left of driveway	Critical	25

83	0.625	0.000	5.00	4208 E West Hwy center of driveway	Severe	25
84	0.375	0.000	5.00	4208 E West Hwy right driveway edge	Hazardous	25
85	0.500	0.000	4.00	4216 E West Hwy at utility pole	Hazardous	25
86	0.375	0.000	5.00	4216 E West Hwy left corner of home	Hazardous	25
87	0.375	0.250	5.00	4220 E West Hwy left driveway edge	Hazardous	25
88	0.500	0.000	5.00	4220 E West Hwy right edge of lead walk	Hazardous	25
89	0.375	0.000	6.00	4222 E West Hwy right of lead walk	Hazardous	35
90	0.750	0.000	4.00	4222 E West Hwy right of lead walk around water meter	Critical	35
91	0.625	0.000	5.00	4224 E West Hwy left corner of home	Severe	25
92	0.500	0.000	3.00	4224 E West Hwy left corner of home at window	Hazardous	25
93	0.375	0.000	5.00	4224 E West Hwy right corner of home	Hazardous	25
94	0.000	0.000	0.00	4224 E West Hwy right corner of property. Replace 1 panel	Replace	
95	1.000	0.000	4.00	4300 E West Hwy left of driveway	Critical	25
96	0.750	0.000	5.00	4300 E West Hwy right of driveway	Critical	25
97	0.500	0.000	5.00	4302 E West Hwy right of driveway	Hazardous	25
98	0.375	0.000	5.00	4301 E West Hwy center of driveway	Hazardous	25
99	0.500	0.000	5.00	4301 E West Hwy right of driveway	Hazardous	25
100	0.375	0.000	5.00	4301 E West Hwy left of lead walk	Hazardous	25
101	0.500	0.250	5.00	4301 E West Hwy right of home at tree	Hazardous	25
102	0.750	0.375	5.00	6220 43rd Ave right front corner of home before storm drain	Critical	25
103	1.000	0.000	5.00	6220 43rd Ave right front corner of home before storm drain. Next panel	Hazardous	25
104	0.375	0.250	5.00	6220 43rd Ave right of home past storm drain	Hazardous	25
105	0.500	0.000	5.00	6220 43rd Ave right rear corner of home	Hazardous	25
106	0.375	0.250	5.00	6220 43rd Ave right rear corner of property	Hazardous	25
107	0.375	0.250	5.00	6220 43rd Ave right rear corner of property. Next panel	Hazardous	25
108	0.500	0.000	5.00	4217 E West Hwy left corner of church	Hazardous	25
109	0.500	0.250	5.00	4217 E West Hwy left edge if lead walk	Hazardous	25
110	1.500	1.125	5.00	4217 E West Hwy right edge of lead walk	Critical	25
111	0.750	0.375	5.00	4211 E West Hwy left corner of property	Critical	25
112	0.375	0.000	3.00	4211 E West Hwy left corner of property. Next panel	Hazardous	25
113	0.500	0.000	4.00	4211 E West Hwy left corner of property. Next panel	Hazardous	25
114	0.500	0.000	5.00	4211 E West Hwy right of driveway	Hazardous	25
115	0.375	0.000	5.00	4211 E West Hwy right of driveway. Next panel	Hazardous	25
116	0.500	0.000	5.00	4211 E West Hwy right of home	Hazardous	25
117	0.750	0.250	5.00	4207 E West Hwy left of home	Critical	25
118	1.000	0.375	5.00	4207 E West Hwy left corner of home at water meter	Critical	25
119	0.750	0.375	5.00	4207 E West Hwy left corner of home at water meter. Next panel	Critical	25
120	0.000	0.000	0.00	4201 E West Hwy replace 2 panels directly in front of home	Replace	
121	0.625	0.000	3.00	4201 E West Hwy right corner of property at edge of storm drain. Butterfly cut	Severe	25
122	0.500	0.000	2.00	4201 E West Hwy right corner of property at edge of storm drain. Butterfly cut	Hazardous	25
123	0.875	0.500	7.00	4201 E West Hwy right corner of property at rear of storm drain	Critical	35
124	0.500	0.000	3.00	4201 E West Hwy right corner of property at edge of storm drain. Butterfly cut	Hazardous	25

125	0.375	0.000	2.00	4201 E West Hwy right corner of property at edge of storm drain. Butterfly cut	Hazardous	25
Totals:			307			1690
TOTAL REPAIRS TO BE MADE BY PRECISION CONCRETE CUTTING FOR E WEST HIGHWAY AREA:						66
TOTAL FOR SIDEWALK TRIP HAZARD REPAIR:						\$4,290.00

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THIS BID IS VALID FOR 90 DAYS.



City of Hyattsville
Hal Metzler
4633 Arundel Place
Hyattsville, MD 20781

Date: June 21, 2022

Bid # 3380

Trip Hazards 3/8" and up

Precision Concrete Cutting

Jim Grimes

215 Middleboro Road

Wilmington DE 19804

jim@safesidewalksdemd.com

855-832-9876 office

302-250-5663 cell

888-622-0490 fax

Property Address:

2903 Hamilton Street Hyattsville MD. 20781

Pin #	Height 1	Height 2	Lineal Ft	Location/Description	Severity	SQ FT
Hamilton Street						
1	0.500	0.000	4.00	2903 Hamilton St front left at bldg. corner	Hazardous	25
2	1.000	0.000	5.00	5398 Hamilton St Food Mart front left bottom of handicap ramp	Critical	25
3	0.500	0.000	4.00	5398 Hamilton St Food Mart front far left at corner area	Hazardous	16
4	0.500	0.000	5.00	3505 Hamilton St front right before pole	Hazardous	25
5	0.750	0.000	5.00	3505 Hamilton St front right before pole	Critical	25
6	0.750	0.000	5.00	3505 Hamilton St front left before pole at corner	Critical	25
7	0.625	0.000	5.00	3505 Hamilton St front left before pole at corner	Severe	25
8	1.250	0.500	4.00	3511 Hamilton St Bestway front left bottom of handicap ramp	Critical	24
9	0.750	0.000	4.00	3511 Hamilton St Bestway front far left at mailbox	Critical	16
10	0.500	0.000	5.00	3601 Hamilton St front center at lead walk	Hazardous	48
11	0.500	0.250	4.00	3609 Hamilton St front left past driveway	Hazardous	16
12	0.750	0.000	2.00	3900 Hamilton St front right of park at light post before bench	Critical	25
13	0.750	0.000	2.00	3900 Hamilton St front center of park past driveway at storm drain	Critical	10
14	0.750	0.000	2.00	3900 Hamilton St front center of park past driveway at storm drain	Critical	10
15	0.500	0.250	4.00	Across 4012 Hamilton St at no parking sign	Hazardous	16
16	0.500	0.000	4.00	4107 Hamilton St front right at pole	Hazardous	16
17	0.500	0.375	4.00	4113 Hamilton St front center past stairs	Hazardous	16
18	0.500	0.375	4.00	4115 Hamilton St front center before stairs	Hazardous	16
19	0.750	0.250	4.00	4115 Hamilton St front center past stairs	Critical	16
20	0.750	0.000	4.00	Across 4116 Hamilton St driveway past tree	Critical	16
21	0.625	0.000	4.00	Across 4116 Hamilton St at red shed	Severe	16
22	0.500	0.375	5.00	4302 Hamilton St front entrance	Hazardous	20
23	0.625	0.000	5.00	4307 Hamilton St front right past sign	Severe	25
24	1.125	0.000	4.00	4307 Hamilton St front right past tree	Critical	16
25	0.500	0.000	4.00	4309 Hamilton St front right at stone wall	Hazardous	16
26	0.750	0.000	4.00	4313 Hamilton St front right at downspout	Critical	16

27	1.000	0.000	5.00	Across 4320 Hamilton St at post and drain	Critical	56
28	1.000	0.000	5.00	Across 4320 Hamilton St at storm drain and do not enter sign	Critical	25
29	1.500	0.000	6.00	Across 4320 Hamilton St at storm drain and do not enter sign	Critical	30
30	0.750	0.000	6.00	Across 4320 Hamilton St past storm drain	Critical	30
31	0.750	0.375	4.00	4306 Hamilton St front far right at pay booth	Critical	16
32	1.000	0.000	4.00	4306 Hamilton St front far right at pay booth	Critical	16
33	0.500	0.000	4.00	4306 Hamilton St front far left at corner	Hazardous	16
34	0.625	0.250	4.00	4112 Hamilton St front left at water meter	Severe	16
35	0.625	0.000	4.00	4112 Hamilton St front left at storm drain	Severe	16
36	0.500	0.000	3.00	4100 Hamilton St front right of stairs	Hazardous	16
37	0.500	0.000	4.00	4034 Hamilton St front at stairs	Hazardous	16
38	0.375	0.000	4.00	4020 Hamilton St front left before driveway	Hazardous	16
39	0.500	0.000	3.00	4018 Hamilton St front left before driveway	Hazardous	16
40	0.625	0.000	5.00	3900 Hamilton St Prince George Apts front center at storm drain adj to property sign	Severe	25
41	0.625	0.000	4.00	3806 Hamilton St Castle Manor Apts front left of entrance before tree	Severe	16
42	1.750	0.000	3.00	3806 Hamilton St Castle Manor Apts front left at tree	Critical	16
43	0.625	0.000	4.00	3802 Hamilton St Castle Manor Apts front left at tree	Severe	16
44	2.000	2.000	3.50	3800 Hamilton St Castle Manor Apts front right at tree	Critical	16
45	0.625	0.000	2.00	3710 Hamilton St front left of driveway	Severe	16
46	0.500	0.250	4.00	3708 Hamilton St front right of driveway	Hazardous	16
47	0.500	0.250	4.00	3706 Hamilton St front left of lead walk	Hazardous	16
48	0.625	0.250	4.00	3702 Hamilton St front right at driveway	Severe	16
49	0.500	0.000	2.00	3702 Hamilton St front left at pole	Severe	16
50	0.500	0.000	2.00	3702 Hamilton St front left at pole	Hazardous	16
51	0.500	0.000	3.00	3702 Hamilton St front left past pole	Hazardous	16
52	0.625	0.000	4.00	3614 Hamilton St front right at tree	Severe	16
53	0.875	0.000	4.00	3614 Hamilton St front left of lead walk	Critical	16
54	0.000	0.000	0.00	3614 Hamilton St front left at tree panel heaved	Replace	
55	0.500	0.000	4.00	3610 Hamilton St front right at tree	Hazardous	16
56	0.500	0.000	3.00	3512 Hamilton St across Bestway before park entrance at manhole	Hazardous	25
57	1.000	0.500	6.00	3430 Hamilton St front right at corner	Critical	25
58	0.500	0.000	3.00	3430 Hamilton St front right at hydrant	Hazardous	16
59	0.500	0.000	2.00	3430 Hamilton St front left of lead walk	Hazardous	16
60	0.625	0.000	3.00	3430 Hamilton St front left at driveway	Severe	16
61	0.625	0.000	4.00	3430 Hamilton St front left at driveway	Severe	16
62	0.500	0.000	3.00	3430 Hamilton St front left past driveway	Hazardous	16
Totals:			239			1184
TOTAL REPAIRS TO BE MADE BY PRECISION CONCRETE CUTTING FOR HAMILTON STREET AREA:						61
TOTAL FOR SIDEWALK TRIP HAZARD REPAIR:						\$3,965.00

The information in this bid is confidential, and is to be used only by the intended recipient and Precision Concrete Cutting in evaluating the project. Any copying or unauthorized disclosure of this information is prohibited.

©Precision Concrete Cutting of Delaware and Maryland, Inc.

PRECISION CONCRETE CUTTING DOES NOT REMOVE AND REPLACE SIDEWALK PANELS.

THIS BID IS VALID FOR 90 DAYS.

150



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-175-FY23

12/19/2022

11.f.

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

Item Title:
4310 Gallatin Street Access Control System

Suggested Action:

I move that the Mayor and Council authorize an expenditure not to exceed \$100,000 to Skyline Technology Solutions for the design and installation of a digital access control system at the City Administration Building under their existing contract with the City.

Summary Background:

In 2018 the City Council authorized a contract with Skyline Technology Systems to provide security and access control systems and services for the DPW Facility project, the 3505 Hamilton St Adaptive Reuse project, and other City facilities. The City desired a single contract to provide security and access control that could be integrated across all City facilities and be monitored and controlled centrally. The first facility, the DPW building, was completed and brought online in 2021. The 3505 Hamilton Street project is currently under construction and is expected to be completed in Spring 2024.

Next Steps:

Issue purchase order and begin project.

Fiscal Impact:

NTE \$100,000

City Administrator Comments:

Recommend approval.

Community Engagement:

N/A

Strategic Goals:

Goal 1 - Ensure Transparent and Accessible Governance

Legal Review Required?

N/A

Sell To:

City of Hyattsville - Police
City of Hyattsville
4310 Gallatin Street
Hyattsville, MD 20781

Ship To:

City of Hyattsville - Police
City of Hyattsville
4310 Gallatin Street
Hyattsville, MD 20781

Quote

Date: 9/26/2022
Expiration Date: 10/26/2022
Quote NO: QUO-02017-V5M2R1
Revision ID: 0
Demand NO: DMND0005723
Terms: Net 30

Contract Number:	Salesperson:	Reference:	F.O.B:
CCPN CATS 49-F-1-18/19	Kendra Collier	Proposal 12755 City Hall Access Upgrade	Origin

1. Statement of Work

- A. Skyline Technology Solutions is pleased to provide City of Hyattsville with a quote for the Access Control System located at City Hall. Skyline Technology Solutions will complete the following Scope of Work based on Site Survey & Attached Floor Plan.
- B. Skyline's understanding is that we will install (20) door Access Control System

2. Scope of Work

- A. *Cabling*
 - 1. Provide, Install, Terminate, and Test (2) orange Cat6 cables.
 - 2. Provide, Install, Terminate, and Test (15) Access Control cables.
 - 3. Reuse existing rack.
 - 4. Use available space on the existing patch panel.
 - 5. Provide (1) 1' orange Cat6 patch cable for patch panel to switch.
- B. *Access Control System*
 - 1. Install Head-end in 1st Floor Mechanical Room per attached drawing
 - 2. Install wired access control on (10) single reader doors per attached drawing including (1) reader, (1) REX and (1) Door Contact at each door
 - 3. Install wired access control on (4) double reader doors per attached drawing including (2) readers, (1) Door Contact, and (1) Glass Break door release at each door
 - 4. Install wired access control on Garage Gate per attached drawing including (1) reader, (1) overhead door contact and tie into existing gate operator
 - 5. Install (5) WiFi locks per attached drawing
 - 6. Enroll doors into existing Genetec access control system
 - 7. Add (2) additional client licenses
 - 8. Price includes 12 Months of Genetec Advantage. Actual Advantage costs will be calculated at the time of order.
- C. *Public Bathroom WiFi lock option*
 - 1. Add \$15,600 to total cost of project to install WiFi locks on (6) public bathroom doors

3. Assumptions

- A. *General*
 - 1. All work will be performed during normal business hours of 7am - 5pm.
 - 2. Access to free and clear workspace will be granted by the customer.
- B. *Cabling By Skyline*
 - 1. All cable pathway is accessible.
 - 2. Patching of drywall and painting are excluded from quote except when stated in the Scope of Work.
 - 3. Core holes are excluded from quote except when stated in the Scope of Work.
 - 4. Low-voltage boxes, string, and conduit are excluded from quote except when stated in the Scope of Work.
 - 5. Exterior wire mold or surface mount raceway is excluded from quote except when stated in the Scope of Work.

C. *Access Control*

1. IF system is tied into a burglar alarm system, Skyline will leave and identify a Normally Closed circuit for Alarm contractor use.
2. All doors will be tested with customer at time of project completion.
3. Skyline will have remote access before, during, and after installation.
4. Price does not include badge holders and lanyards
5. Price does not include cardholder data entry and Badge design
6. Price assumes using Genetec access control Base license originally proposed for new DPW facility
7. Price assumes adequate WiFi coverage at each WiFi lock location
8. Price assumes all existing door hardware is in full working order including but not limited to door frames, doors, closers, electric strikes, exit devices and locks. All issues with the existing hardware will be addressed on T&M basis
9. Price does not include any conduit. Any conduit requirements will be addressed as a Change Order
10. Price assumes dual reader doors will not require free egress

1. **Provided by others:**

- A. (1) dedicated 110VAC Quad Receptacle will be provided at Access Control Headend for Equipment Power.
- B. 8'x 4' fire-rated plywood mounted at Access Control Headend
- C. (2) patch panel ports and (2) network ports in IT room
- D. (4) 110VAC outlets on Generator backup at Access Headend location
- E. (4) Normally Open Dry Contact Fire Alarm disconnects at Access Control Headend
- F. Custom fabricated reader mount for garage entrance
- G. Assistance with Garage Gate/door tie-in to Access Control System
- H. All necessary client workstations per Skyline requirements
- I. All necessary WiFi credentials and configuration for WiFi lock integration
- J. Written approval by Fire Marshall for dual reader doors not to have emergency exit devices for free egress
- K. All Necessary Servers and Workstations
- L. Skyline will provide a separate Customer Requirements Form (CRF) following quote acceptance, detailing items needed prior to equipment being ordered and/or work being scheduled. Specific items may include, but are not limited to, IP address information, power equipment, switch/patch panel ports, etc.

2. **Training**

- A. Price includes (6) hours of training during the installation

3. **Standard Practices**

- A. All Category Cable and/or Fiber will be tested with an approved testing device in compliance with Industry testing procedures.
- B. This design and installation will comply with all federal, state, county, and municipal codes and regulations, the National Electric Code (NEC), National Fire Protection Assn. (NFPA), ANSI/EIA/TIA - 568A & 569 for building telecommunication wiring and pathway.
- C. All cable, outlets, termination panels, and devices will be machine-printed labeled using a sequence to match the floor plan and/or customer-provided labeling scheme.
- D. All Skyline-provided equipment will be tested in our lab before being installed at the customer location to reduce RMAs.
- E. Video Surveillance will comply with standards set forth in the National Electric Code (NEC) Internet Connection Article 725, requirements for minimum wire sizes, adjustment factors, overcurrent protection, insulation requirements, wiring methods, and materials.

Access Control System will comply with standards set forth in the National Electric Code (NEC) Internet Connection Article 725, requirements for minimum wire sizes, adjustment factors, overcurrent protection, insulation requirements, wiring methods, and materials

PART NUMBER	DESCRIPTION	QTY	MSRP	DISC%	Unit Price	EXTENDED PRICE
SY-CLOUDLINK	Synergis Cloud Link with 2GB of RAM, 16GB Flash, image installed with Synergis access control firmwa	1.00	\$1,330.00	25.00	\$997.50	\$997.50
SY-LP1502	Mercury Intelligent Controller, LinuxBased, 8In/4Out/2Rd (SoftwareConnections included)	1.00	\$1,702.80	25.00	\$1,277.10	\$1,277.10
658AMJ 004500	500'	12.00	0.00	0.00	\$544.50	\$6,534.00
6504FE	22/6 Shielded Plenum	1.00	0.00	0.00	\$264.00	\$264.00
6302UE	18/4 Stranded CMP 1000'	2.00	0.00	0.00	\$275.00	\$550.00
12V 7AH	12 Volts, 7 RC @ 25 Amps	12.00	0.00	0.00	\$17.05	\$204.60
SKY-LB-CCPN CBL TECH	Cabling Technician-Facilities Specialist Level I	38.00	0.00	0.00	\$66.04	\$2,509.52
SKY-LB-CCPN SEC TECH	Security Technician-Facilities Specialist Level II	256.00	0.00	0.00	\$106.68	\$27,310.08
SKY-LB-CCPN PM	Project Manager-Facilities Specialist Level III	57.00	0.00	0.00	\$157.48	\$8,976.36
SKY-LB-CCPN SEC ENG	Security Engineer-Safety and Security Subject Matter Expert	46.00	0.00	0.00	\$152.40	\$7,010.40
DS160	BOSCH SECURITY SYSTEMS DS160 REQUEST TO EXIT PIR GREY	10.00	0.00	0.00	\$66.21	\$662.10
491	SDC "Break Glass" Emergency Door Release with Siren, 1-Gang, Blue, DPDT, 10 Amp	4.00	0.00	0.00	\$131.03	\$524.12
491-BB	SDC Surface Mount Box, Blue, for 491 Emergency Release	4.00	0.00	0.00	\$44.54	\$178.16
491-GL4	SDC Replacement Glass, 4 Ea., for 491 Emergency Release	2.00	0.00	0.00	\$19.24	\$38.48
ADV-RDR-E-1Y	Genetec™ Advantage for 1 Synergis Enterprise Reader – 1 year	100.00	\$16.00	25.00	\$12.00	\$1,200.00
Job Materials	Misc. Job Materials	1.00	0.00	0.00	\$1,976.70	\$1,976.70
GSC-1U	1 Genetec Security Desk client connection	2.00	\$300.00	25.00	\$225.00	\$450.00
2413 003A1000	Category 6 UTP CMP Orange 1000' box	1.00	0.00	0.00	\$322.30	\$322.30

Locksmith	Locksmith-Facilities Lead install (6) new electric locks and install (5) WiFi Locks	50.00	0.00	0.00	\$121.92	\$6,096.00
TP160	Bosch Single Gang Backplate for DS150/DS160	10.00	0.00	0.00	\$1.33	\$13.30
SY-40NKS-00-000000	HID Signo 40 reader, Wall mount, 13.56mHz & 125kHz, OSDP/Wiegand, Pigtail, Mobile Ready, BLE	19.00	\$357.00	25.00	\$267.75	\$5,087.25
5006PGGMN	Genetec 5006PGGMN - COMPOSITE ICLASS SEOS CONTACTLESS SMART CARD 8 KB MEMORY, ER PROG., F-GLOSS, B-GLOSS, Matching iCLASS #, NO SLOT	200.00	\$0.00	0.00	\$3.90	\$780.00
180RS-12-B	3/4" Stubby Steel Door Recessed Switch Set, 12" #22AWG leads, closed loop, Brown	20.00	0.00	0.00	\$4.29	\$85.80
SY-DV8RD-E4M	LifeSafety Power	3.00	\$937.51	25.00	\$703.13	\$2,109.39
GRI 4532LC	GRI 4532LC overhead Door Contact	1.00	\$0.00	0.00	\$27.50	\$27.50
IN120-10G77-BIPS-B-L-L-26D-LH	Genetec IN120-10G77-BIPS-B-L-L-26D-LH WiFi Lock	2.00	\$0.00	0.00	\$1,565.25	\$3,130.50
IN120-10G77-BIPS-B-L-L-26D-RH	Genetec IN120-10G77-BIPS-B-L-L-26D-RH WiFi Lock	1.00	\$0.00	0.00	\$1,565.25	\$1,565.25
IN120-7978-BIPS-B-O-NJ-26D-RH	Genetec IN120-7978-BIPS-B-O-NJ-26D-RH WiFi Lock	1.00	\$0.00	0.00	\$1,582.50	\$1,582.50
IN120-7978-BIPS-B-O-NJ-26D-LHR	Genetec IN120-7978-BIPS-B-O-NJ-26D-LHR WiFi Lock	1.00	\$0.00	0.00	\$1,582.50	\$1,582.50
GSC-SY-E-1WR	Licence connection wireless/IP locks	5.00	\$90.00	25.00	\$67.50	\$337.50
ADV-RDR-E-1M	Genetec™ Advantage for 1 Synergis Enterprise Reader – 1 month	225.00	0.00	0.00	\$1.00	\$225.00
Locksmith Hardware	Locksmith hardware: (2) HES 9400 Electric Strikes with LBM(4) SDC LR100VD Latch Retractions	1.00	\$0.00	0.00	\$5,472.50	\$5,472.50
SY-MR52-S3-1	Mercury MR52 2-reader interface module Series 3 (8	9.00	\$836.00	25.00	\$627.00	\$5,643.00

inputs, 6 relays, PCB only,
software connections

Nontaxable Subtotal	\$94,723.41
Taxable Subtotal	\$0.00
Tax	\$0.00
<hr/>	
Total Quote:	\$94,723.41

Authorized Signature

Print Name and Title

Date

SKYLINE TECHNOLOGY SOLUTIONS, LLC (“Skyline”) Standard Terms & Conditions (Ver. 03/21/2022):

1. **EXCLUSIONS:** Unless specifically included in the written Statement of Work, Purchase Order or Proposal between Skyline and Customer (hereinafter referred to as a “SOW”), the responsibility for providing and the fees and expenses for providing the following are excluded from the SOW: Permits (electrical or other), telephone lines, network connections & service, wireless service, electrical power, conduit, raceway, monitoring, lighting and any equipment or service not specifically provided for in the SOW.
2. **WARRANTY:** All Skyline equipment installed as part of a new installation is warranted for parts and labor for one calendar year from the first day of beneficial use unless otherwise noted. All warranty work shall be performed during normal business hours of 8AM to 5PM EST Monday through Friday except State & Federal Holidays. It is our policy to exclude from coverage and/or support, any equipment that has been provided & installed by Skyline if that equipment has been serviced, altered, changed, upgraded or added on to, by any person or entity other than an authorized Skyline employee. Repairs made necessary by violation of this policy will be billable at prevailing rates. No additional warranties are provided for existing equipment utilized unless specifically included herein.
3. **SERVICE LEVEL AGREEMENT:** Skyline agrees to use commercially reasonable best efforts to satisfy the requirements of Skyline’s standard Service Level Agreement then in effect unless stated otherwise in the SOW.
4. **COMMENCEMENT:** Work will be coordinated with the Skyline Project Manager upon receipt of a purchase order and a complete Customer Request Form. All work will be performed during normal business hours of 8AM to 5PM EST Monday through Friday except State & Federal Holidays.
5. **EXPIRATION:** Pricing quoted herein valid for 30 calendar days.
6. **DEPOSIT 50%** of the contract value will be due upon acceptance of the proposal for commercial accounts. Milestone billing may be required if a project exceeds one month in duration.
7. **SALES AND USE TAX:** If the price quoted in the SOW does not specifically indicate that it includes any applicable sales or use taxes, such taxes will be billed to and payable by Customer with the final invoice unless Customer provides evidence of any applicable tax exemption to Skyline prior to commencing work under the SOW.
8. **WAGE SCALE:** Wage Scales (Federal, State, and City, Local or other) that are required but not provided in advance and in writing to SKYLINE will result in additional labor charges being assessed based on the requirement of the scale.
9. **EXISTING EQUIPMENT:** The SOW assumes all existing devices & cabling are fully functional and ready to use. Existing equipment & cable found inoperative, broken, or otherwise unusable will be replaced at the Customer’s expense in accordance with Skyline’s then-prevailing rates as an additional cost in excess of the contract price stated in the SOW.
10. **INDEMNITY:** Customer does not seek indemnity by this Agreement from Skyline and Customer specifically waives any all rights and claims for indemnity from Skyline on account of any damages or losses caused by hazards to Customer’s customers, invitees, guests, or property on account of any act or omission of Skyline or Skyline’s employees or agents. Customer hereby agrees to indemnify, defend and hold harmless Skyline and its employees and agents from and against any and all damages, claims, lawsuits and expenses, including actual attorney fees and court costs on account of or relating to any failure of Customer’s equipment or services in any respect, alleged to be caused by the improper operation of the system, whether due to malfunctioning or non-functioning of the system, or by the acts or omissions of Skyline or its employees or agents.
11. **DISCLAIMER:** Skyline makes no warranty, express or implied, that the systems it installs or the service it furnishes will avert or prevent occurrences, or the consequences therefrom, which the systems and services are designed to monitor or secure. Customer agrees that Skyline shall not be liable for any of Customer’s losses or damages, irrespective of origin, to person or property, whether directly or indirectly caused by performance or non-performance of obligations imposed by this agreement or by negligent acts or omissions of Skyline, its agents’, or employees.
12. **LIABILITY LIMITATION:** If Skyline should become liable for any losses or damages attributable to a failure of systems or services in any respect, its total liability to Customer shall be limited to \$250.00, which the Customer agrees is reasonable. The payment of this amount shall be Skyline’s sole and exclusive liability regardless of the amount of loss or damage incurred by the Customer. No suit or action shall be brought against Skyline more than one (1) year after the accrual of the cause of action.
13. **DELAYS:** Skyline assumes no liability for delays in installations of the equipment or for the consequence caused, or for interruptions of service for the consequences therefrom due to a declared state of emergency, strikes, riots, floods, terrorism, pandemic, acts of God or any cause beyond the control of Skyline. Skyline will not be required to provide service to the customer while interruption of service due to any such cause shall continue and for a reasonable period thereafter. DELAYS caused by the customer not providing access to the site are billable at prevailing rates.
14. **COMMUNICATIONS:** Problems, interruptions, inoperability and interference of a communication device; whether it be wireless, direct connect, telephone, Cable Modem, internet, fiber optic, coaxial cable or a combination thereof or similar are not provided for unless specifically included in writing herein.
15. **SEVERABILITY:** If any of the provisions of this Agreement shall be determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
16. **MODIFICATIONS -** Modifications to this agreement must be in writing, dated and signed by a Skyline executive.
17. **DEFAULT:** Failure to pay any amount when due shall give Skyline, in addition to any other remedies, the right to terminate any and all SOWs and other agreements with Customer, and to charge Customer interest at the legal rate of eighteen percent (18%) per

- year on all delinquent amounts. Customer further agrees to pay all costs, expenses and fees incurred by Skyline for collecting any amounts due from Customer to Skyline, including collection expenses, attorney's fees, court costs and administrative fees.
18. **GOVERNING LAW, JURISDICTION AND VENUE:** The SOW and these Terms and Conditions are governed by the laws of the State of Maryland. The sole jurisdiction and venue for any litigation regarding the SOW or these terms and conditions shall be the Circuit Court for Anne Arundel County, Maryland.
 19. **CANCELLATION:** Cancelled orders are subject to a 25% restocking charge. No order may be cancelled after 3 business days. Equipment must be returned sealed in the original packaging. Custom orders cannot be cancelled.
 20. **NETWORKING:** All networking requirements will be provided for by the customer unless specifically included within the scope of work herein. This includes but is not limited to programming of computers, routers, hubs, firewalls, modems, IP addresses, network masks, gateways, port forwarding, adding/deleting/changing users, etc. Cost associated with Skyline equipment inoperability that was caused by the customer's network is billable.
 21. **CONTRACTS:** Maintenance and Support contracts have a term of one year and are billed annually in advance and may be subject to annual rate increase(s).
 22. **SOFTWARE APPLICATIONS:** Smart Phones, Tablets, iPhones, Androids, Windows or similar portable and wireless devices and their associated software applications are not covered by Skyline under the SOW, these terms and conditions or any other warranty or contract from Skyline. Costs or issues associated with the installation, operation, or performance of these devices and or associated applications are not included in the SOW, and any such costs shall be at the Customer's expense.
 23. **TERMINATION:** Skyline reserves the right to cancel any SOW or other contract at any time on account of Customer's failure to pay when due of any amounts due to Skyline under the SOW or otherwise. Skyline also reserves the right to terminate any SOW with or without cause and without penalty at any time.
 24. **VERSION:** The terms & conditions specified herein supersede all previous versions as referenced by the version date on the top of this document.

Return POs by email to your Salesperson or email to:
contracts@skylinenet.net

Please include the following on your PO:

- Ship To Address and Site Contact Name
- Invoicing Name and Address or Email
- PO Number and Master Contract Number
- Quantities and Part Numbers
- Order Date
- Chassis Serial #(s) - Maintenance Requests

FOB = Origin



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-184-FY23

12/19/2022

11.g.

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

Item Title:
Auditing Services

Suggested Action:

I move the Mayor and Council authorize the City Administrator to execute a contract for professional auditing services with Lindsey & Associates LLC, Certified Public Accountants located at 110 West Road, Suite 220, Towson, MD to review and complete the analysis of the City's FY21, FY22 and FY23 financial statements and provide the Independent Auditor's Report on the City's financial statements for all governmental activities for each major fund at the end of each fiscal and to complete the City's Single Audit as required by the Department of Treasury for federal funds reimbursed from the Cares Act in FY21 and the American Rescue Plan Act Funds expensed in FY22 and FY23. The contract cost for these auditing services will not exceed \$29,180 for FY21, \$29,940 for FY22 and \$30,420 for FY23, upon legal review and approval of the City Attorney.

Summary Background:

The City's auditor of record the CPA firm of Cohn Reznick informed the City in November of this year that after January 1st, 2023, the firm would no longer be active in conducting local government audits. This firm has been the City's auditor for the past nine years, specifically responsible for (1) providing the review and analysis of the City's financial statements completed by the Treasurer and an additional third-party auditor and (2) providing the Independent Auditor's Report on the City's financial statements for all governmental activities for each major fund at the end of each fiscal year period or as of 6/30.

On November 8, 2022, the City issued a solicitation for auditing services, the proposals were due on November 21, 2022. Due to the Thanksgiving Holiday the due date was extended to November 28, 2022.

The City only received one proposal and that was from Lindsey & Associates, LLC, to review and complete the analysis of the City's FY21, FY22 and FY23 financial statements and provide the Independent Auditor's Report on the City's financial statements for all governmental activities for each major fund at the end of each fiscal year period or as of 6/30.

Additionally, the City was also a receiptant of federal funds from the Cares Act and the American Rescue Plan Act. The City received reimbursements for COVID expenses from CARES funds in FY21 and expensed a portion of the American Rescue Plan Act funds in FY22 and FY23. The Department of Treasury's requires that the City complete a "Single Audit" that reviews the expenditures of these federal funds. The firm's proposal included cost to address this requirement.

Lindsey's cost proposal provided cost for three fiscal years as noted below.

- FY21 Financial Statement Audit cost of \$24,400 and the FY21 Federal Single Audit cost of \$4,780 for an aggregate Total of \$29,180 for both audits. The total is 35.2% less than the current audit agreement.
- FY22 Financial Statement Audit cost of \$25,000 and the FY22 Federal Single Audit cost of \$4,940 for an

aggregate Total of \$29,940 for both audits. The total is 33.5% less than the current audit agreement.

- FY23 Financial Statement Audit cost of \$25,400 and the FY23 Federal Single Audit cost of \$5,020 for an aggregate Total of \$30,420 for both audits. The total is 32.4% less than the current audit agreement.

Historically, the City is very familiar with Lindsey & Associates, in conjunction with the Treasurer this firm aided in the preparation of the City's financial statements from FY14 to FY18 and is currently the auditor of record for various other local municipalities such as Brentwood, Laurel and Riverdale Park.

Next Steps:

Upon legal review and approval of contract language and provisions enter into an agreement with Lindsey & Associates to conduct and complete the City audits as required.

Fiscal Impact:

The auditing services cost for this firm for each audit period will be approximately 35% or \$15,000 less per audit year than the current firm.

City Administrator Comments:

Recommends approval.

Community Engagement:

N/A

Strategic Goals:

Goal 1 - Ensure Transparent and Accessible Governance

Legal Review Required?

Pending



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-163-FY23

12/19/2022

12.a.

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

Item Title:
Hyattsville Ordinance 2022-08: Updates to Ethics Code

Suggested Action:

I move the Mayor and Council introduce Hyattsville Ordinance 2022-08, an Ordinance whereby the City of Hyattsville amends its ethics provisions to conform to recent updates to State law as to financial reporting and conflicts of interest (INTRODUCTION & FIRST READING).

Summary Background:

During the 2021 legislation season, the Maryland General Assembly enacted House Bill 363 and House Bill 1058. These bills have added new laws to the Maryland Public Ethics Law and require local governments to incorporate the changes into their municipal codes. The provisions in the City's Ethics Code are mandated by the State legislature and subject to review by the State Ethics Commission for conformance with state law.

The required changes are reflected in Hyattsville Ordinance 2022-08 and are summarized below.

- Current and former public officials and employees are prohibited from disclosing or using confidential information acquired by their public position for the economic benefit of the official or employee or that of another person.
- Inclusion of a non-retaliation clause for any individual reporting or participating in an investigation of an ethics violation.
- Requirement for the public posting of financial disclosure statements or a summary of the statements online. Statements shall be redacted to mitigate the risk of identity theft and full, unaltered statements will remain available via the City Clerk's office.
- Amendments to the Financial Disclosure Statement Form include:
 - o Requirement for elected officials and staff to report any gift in excess of \$20 or a series of gifts total \$100 or more from the Maryland Municipal League (MML) or the Maryland Association of Counties (MACO).
 - o Disclosure of a financial or contractual relationship with State government, local government in the State or a quasi-governmental entity (created by State statute and performing a public function) of the State or local government. This statement must include a description of the relationship, subject matter of the relationship, and the consideration (payment).
 - o An individual required to disclose an interest in a business must also list names the business is trading as or doing business as.
 - o Reporting of business interest greater than 10% held either directly or indirectly by the individual completing the form.

- An interest held by a trust or an estate during the reporting period in which the individual completing the form was a beneficiary or a settlor.

The City's Ethics Commission reviewed the proposed ordinance during their December 13, 2022, meeting.

Next Steps:

The Council must adopt the State mandated changes in the Ethics Ordinance. A first reading will be held on December 19, 2022, with adoption scheduled for January 3, 2023. The ordinance will be effective 20 days after adoption.

The Ethics Commission will work with the City Attorney and City Clerk's Office to make the required revisions to the Financial Disclosure Statement.

Fiscal Impact:

N/A

City Administrator Comments:

The changes to the Ethics Ordinance are State mandated and recommended for adoption.

Community Engagement:

Legal notice of the ordinance will be posted in the Prince George's Post and on the City's website.

Strategic Goals:

Goal 1 - Ensure Transparent and Accessible Governance

Legal Review Required?

Complete



COMMISSION MEMBERS:

JANET E. McHUGH, *Chair*
BONNIE A KIRKLAND
JAMES N. ROBESY, JR.
CRAIG D. ROSWELL
GENEAU M. THAMES

STATE ETHICS COMMISSION

**45 CALVERT STREET, 3rd FLOOR
ANNAPOLIS, MARYLAND 21401
410-260-7770 / 1-877-669-6085
FAX: 410-260-7746**

JENNIFER K. ALLGAIR
Executive Director
WILLIAM J. COLQUHOUN
General Counsel
KATHERINE P. THOMPSON
Staff Counsel
ANA L. HENRY
Assistant General Counsel

August 26, 2022

Re: Required Amendments to Local Ethics Laws

Dear Municipal Official:

I am writing to notify your municipality that the requirements under the State Ethics Law are changing. House Bill 363 and House Bill 1058 were enacted during the 2021 General Assembly session, which made multiple modifications to the State Ethics Law, which will change the requirements for local government ethics laws. Those changes include new conflict of interest provisions and additional disclosures for State elected officials that local governments must incorporate into their ethics ordinances for their elected officials. The State Ethics Commission updated its local government regulations in COMAR 19A.04 to reflect the required changes. I have included an attachment describing the changes that need to be included in the new drafts of the ethics law, highlighting the additional provisions that must be included in a law to be compliant with State law. In addition, I have also included our new model laws with the changes highlighted.

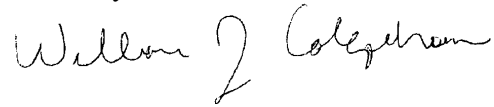
As you are aware, counties and municipalities are required to adopt local ethics laws or ordinances that must include conflict of interest and financial disclosure provisions for local elected officials that are at least equivalent to the State's provisions; financial disclosure provisions for candidates for local elected office that are at least equivalent to State provisions; conflict of interest and financial disclosure provisions for local employees and appointed officials that are similar to State provisions; and local lobbying provisions that are substantially similar to State provisions. (SB315 – Chapter 277 of the Acts of 2010 and Subtitle 8 of Maryland Public Ethics Law).

Commission staff is available to provide guidance and assistance to your municipality as you work through updating your law to incorporate the new changes. Please do not hesitate to contact us should you have any questions regarding the new local government ethics law requirements. As a reminder, any and all future changes to the ethics ordinance must be submitted to the Commission for review and approval in compliance with Subtitle 8 of the Maryland Public Ethics Law and COMAR 19A.04.

Please also note that there were changes that were required as a result of legislation passed in the 2017 General Assembly Session (House Bill 879). If your municipality has not updated your ordinance to reflect those required modifications, please let me know and I will send you information regarding those changes.

Finally, Section §5-807(c) of the Public Ethics Law requires each local jurisdiction to file the Local Government Ethics Law Annual Certification by October 1 of each year. The certification form is attached to this email and may be returned electronically or by regular mail. Please contact our office if you have any questions regarding this matter.

Sincerely,

A handwritten signature in black ink that reads "William J. Colquhoun". The signature is written in a cursive style with a large, stylized initial "W".

William J. Colquhoun
General Counsel

enc.

**CITY OF HYATTSVILLE
ORDINANCE 2022-08**

An Ordinance whereby the City of Hyattsville amends its ethics provisions to conform to recent updates to State law as to financial reporting and conflicts of interest.

WHEREAS, Maryland Code, § 5-801, et seq., of the General Provisions Article requires municipal corporations to enact ethics laws and requires that the State Ethics Commission approve all municipal ethics ordinances;

WHEREAS, the Maryland General Assembly enacted House Bill 363 and House Bill 1058 during the 2021 legislative session, which added new laws to the Maryland Public Ethics Law and requires local governments to incorporate certain changes into their respective ethics ordinances;

WHEREAS, the State Ethics Commission has updated its local government regulations in COMAR 19A.04 to reflect the required changes.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Hyattsville in regular session assembled that Chapter 10 is hereby amended as follows:

* * *

§ 10-7. Solicitation and/or acceptance of gifts.

* * *

C. An official or employee may not knowingly accept a gift, directly or indirectly, from a person that the official or employee knows or has the reason to know:

* * *

(5) Is an association or any entity acting on behalf of an association that is engaged only in representing counties or municipal corporations.

* * *

1 F. Disclosure of confidential information. Other than in the discharge of official duties, an
2 official or employee or former official or employee may not disclose or use confidential
3 information, that the official or employee acquired by reason of the official's or employee's
4 public position or former public position and that is not available to the public, for the economic
5 benefit of the official or employee or that of another person.

6 * * *

7 I. An official or employee may not retaliate against an individual for reporting or participating in
8 an investigation of a potential violation of the local ethics law or ordinance.

9 * * *

10 **§10-9. Filing of financial disclosure statement.**

11 * * *

12 C. The Commission or office designated by the Commission shall maintain all financial
13 disclosure statements filed under this section. Financial disclosure statements shall be made
14 available during normal office hours for examination and copying by the public subject to
15 reasonable fees and administrative procedures established by the Commission.

16 * * *

17 **(4)** The Commission or office designated by the Commission shall not provide public
18 access to information related to consideration received from:

19 (a) The University of Maryland Medical System;

20 (b) A governmental entity of the State or a local government in the State; or

21 (c) A quasi-governmental entity of the State or local government in the State.

22 ~~(4)~~**(5)** The Commission or the office designated by the Commission shall make financial
23 disclosure statements or a summary thereof available online. The Commission or the

1 office designated by the Commission shall take appropriate measures to mitigate the risk
2 of identify theft. Those steps may include posting online a redacted version of the
3 financial disclosure statement or posting a summary of the financial disclosure statement
4 that is completed by the official or employee for the purpose of the online posting. Under
5 all circumstances the original, unaltered financial disclosure statement shall be
6 maintained by the Commission or office designated by it but not posted online.

7 * * *

8 E. An individual who is required to disclose the name of a business under this section shall
9 disclose any other names that the business is trading as or doing business as.

10 E.F. At a minimum the financial disclosure statement form shall contain the following
11 information:

12 * * *

13 (4) Gifts.

14 (a) A statement filed under this section shall include a schedule of each gift in
15 excess of \$20 in value or a series of gifts totaling \$100 or more received during
16 the reporting period from or on behalf of, directly or indirectly, any one person
17 who does business or is regulated by the City of Hyattsville or from an
18 association, or any entity on behalf of an association that is engaged only in
19 representing counties or municipal corporations.

20 * * *

21 (9) Relationship with University of Maryland Medical System, State or Local
22 Government, or Quasi-Governmental Entity.

1 (a) An individual shall disclose the information specified in General Provisions
2 Article § 5-607(j)(1), Annotated Code of Maryland, for financial or contractual
3 relationship with:

4 [1] The University of Maryland Medical System;

5 [2] A governmental entity of the State or a local government in the State;

6 or

7 [3] A quasi-governmental entity of the State or local government in the
8 State.

9 (b) For each financial or contractual relationship reported, the schedule shall
10 include:

11 [1] A description of the relationship;

12 [2] The subject matter of the relationship; and

13 [3] The consideration.

14 ~~(9)~~(10) A statement filed under this section may also include a schedule of additional
15 interests or information that the individual making the statement wishes to disclose.

16 **F.G.** For the purposes of this section, the following interests are considered to be the interests of
17 the individual making the statement:

18 (1) An interest held by a member of the individual's immediate family, if the interest
19 was, at anytime during the reporting period, directly or indirectly controlled by the
20 individual.

21 (2) An interest held ~~by a business entity in which the individual held a 30% or greater~~
22 ~~interest~~, at anytime during the ~~reporting~~ applicable period, by:

23 (a) A business entity in which the individual held a (10%) or greater interest;

1 (b) A business entity described in item (a) of this subsection in which the business
2 entity held a 25% or greater interest;

3 (c) A business entity described in item (b) of this subsection in which the business
4 entity held a 50% or greater interest; and

5 (d) A business entity in which the individual directly or indirectly, through an
6 interest in one or a combination of other business entities, holds a 10% or greater
7 interest.

8 (3) An interest held by a trust or an estate in which, at any time during the reporting
9 period:

10 (a) The individual held a reversionary interest or was a beneficiary; or

11 (b) If a revocable trust, the individual was a settlor.

12 **G.H.** The Commission shall review the financial disclosure statement submitted under this
13 section for compliance with the provisions of this section and shall notify an individual
14 submitting the statement of any omissions or deficiencies. The City of Hyattsville Ethics
15 Commission may take appropriate enforcement action to ensure compliance with this section.

16 * * *

17 **§ 10-13. Definitions.**

18 In this chapter the following words have the meanings indicated:

19 * * *

20 **QUASI-GOVERNMENTAL ENTITY**

21 An entity that is created by State statute, that performs a public function, and that is
22 supported in whole or in part by the State but is managed privately.

23 * * *

1 **AND BE IT FURTHER ORDAINED** that if any provision of this Ordinance or the
2 application thereof to any person or circumstance is held invalid for any reason, such invalidity
3 shall not affect the other provisions or any other applications of the Ordinance which can be given
4 effect without the invalid provision or applications, and to this end, all the provisions of this
5 Ordinance are hereby declared to be severable;

6 **AND BE IT FURTHER ORDAINED** that this Ordinance shall take effect twenty (20)
7 days from the date of its adoption;

8 **AND BE IT FURTHER ORDAINED** that a fair summary of this ordinance shall
9 forthwith be published twice in a newspaper having general circulation in the City and otherwise
10 be made available to the public.

11 **INTRODUCED** by the City Council of the City of Hyattsville, Maryland, at a regular
12 public meeting on December 19, 2022.

13 **ADOPTED** by the City Council of the City of Hyattsville, Maryland, at a regular public
14 meeting on _____, 2022.

Adopted: _____

Attest: _____
 Laura Reams, City Clerk

Robert Croslin, Mayor

15

16 [] indicate deletions

17 Underline indicates additions

18 Asterisks * * * Indicate matter retained in existing law but omitted herein

19 Effective Date: (Insert)



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-178-FY23

12/19/2022

12.b.

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

Item Title:

Charter Amendment Resolution 2022-02: Adjusting the City's Five Ward Boundaries

Suggested Action:

I move the Mayor and Council introduce and adopt Hyattsville Charter Amendment Resolution 2022-02, a resolution amending the Charter to adjust the City's five ward boundaries based on the most recent census data and the relevant legal requirements (INTRODUCTION & ADOPTION).

Summary Background:

Every ten years, after the Census, the City must use the new census data to review its ward boundaries, and if needed, redraw the boundaries between wards in order to reflect how the local populations have changed. The authority for the modification of ward boundaries is found in the City Charter, § C4-17.

The redistricting process is done with the primary goal of creating wards which have substantially equal populations. The widely accepted standard for population variation between the largest ward and the smallest ward is that there should not be a greater than 10% difference. Additional criteria for consideration throughout the redistricting process is listed below.

- Wards must be comprised of contiguous territory and as geographically compact as possible.
- Wards shall, as much as possible, be bounded by natural boundaries, street lines, and/or City boundary lines.
- Wards must be drawn to provide fair and effective representation for all residents of the City, including racial, ethnic, and language minorities. Additionally, to the extent possible, wards should preserve identifiable communities of interest. The redrawing of the City's ward boundaries should be designed to ensure that our elected body is representative of the City's diverse population.
- Wards most likely to be impacted by future development may be smaller by design in order to minimize impact of population growth on future redistricting.

The Redistricting Commission was appointed in June 2022 to make recommendations to Council on revisions to the existing Ward boundaries based on 2020 Census data. A preliminary review of that data demonstrated that Wards 3 and 5 were outside of the recommended 10% variance in population and a redistricting effort was warranted.

In addition to the population counts, the Committee conducted a review of existing conditions, future developments, and available demographic data from the 2020 Census. They sought feedback from community members both in-person at City events and online using the City's new community engagement tool, Hello Hyattsville. The City's Race and Equity Officer joined the meetings to assist with questions of ensuring equity for all community members.

The Committee presented two maps for consideration to the Council at the October 17 Public Hearing, the Minimal Adjustment Map and the Growth Conscious Map. After reviewing public and Council feedback, the Commission made changes to the Growth Conscious Map which are detailed in the background memo. The final versions of the Minimal

Adjustment Map and the Growth Conscious Map were presented to Council on November 7. Both maps were voted down by the City Council and the Redistricting Committee was provided direction to develop maps in response to Council requests. The Commission met on November 14 and made an update to the Growth Conscious Map (version 4). The Commission declined to move forward with the Minimal Adjustments Map due to both a lack of Council support for the map and determination that it did not meet the requirement for no greater than 10% variance in population between wards.

The updated Growth Conscious Map and two Council Requests map were presented to Council on November 21 for review and discussion. At the November 21, 2022, Council meeting, Council voted to proceed with Council Request Map B and authorized the City Attorney to draft the Charter Amendment Resolution and for staff to schedule the required public hearing for 6 pm on December 19, 2022.

Next Steps:

Changing the ward boundaries requires a Charter Amendment. A Public Hearing on the proposed Charter Amendment Resolution will be held at 6 pm on December 19, 2022. The final adoption of the Resolution is scheduled to take place during the Council Meeting of December 19, 2022. The Charter Amendment will be effective on February 7, 2023 (50 days after passage). Legal notice will be posted in the Prince George's Post.

Upon adoption of the new ward boundaries, City staff will conduct a public outreach campaign on the new boundaries prior to the Spring 2023 City Election.

Fiscal Impact:

N/A

City Administrator Comments:

Recommend Support.

Community Engagement:

Communications staff serve as staff liaison to this Committee and have been closely following the process. To date, communications about the process have been shared via email/text message, social media, in print in the Hyattsville Reporter and Hyattsville Life and Times, on the City's LED message boards, and via flyers placed in resident trash cans, in apartment buildings, churches, schools, and other public locations. All communications currently direct people to the Redistricting Project Page on the Hello Hyattsville platform for further information and to provide comment.

Members of the Redistricting Committee also attended the August Summer Jam and Back to School events to gather feedback in-person.

Strategic Goals:

Goal 1 - Ensure Transparent and Accessible Governance

Legal Review Required?

Complete

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CITY OF HYATTSVILLE, MARYLAND
CHARTER AMENDMENT RESOLUTION No. 2022-02

A Resolution Amending the Charter to Adjust the City’s Five Ward Boundaries Based on the Most Recent Census Data and the Relevant Legal Requirements.

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF HYATTSVILLE, MARYLAND, adopted pursuant to the authority of Article XI-E of the Constitution of Maryland and Title 4, Subtitle 3 of the Local Government Article of the Annotated Code of Maryland (as amended), to amend the Charter of the said City, said Charter being a part of the public local laws of Maryland (1963 Edition, as amended), which Article contains in whole or in part the Charter of the City of Hyattsville, Maryland, whereby the Mayor and City Council seek to amend the City Charter to adjust the ward boundaries to account for population changes documented in the 2020 census and to comply with applicable legal requirements.

WHEREAS, the City of Hyattsville is divided in to five wards as described in § C4-16 of the City Charter; and

WHEREAS, the Mayor and Council are authorized to modify the ward boundaries pursuant to § C4-17 of the City’s Charter; and

WHEREAS, changes in the City of Hyattsville’s population as documented by the 2020 Decennial Census necessitate a reconfiguration of the boundaries of the City’s five wards for purposes of ensuring that they comply with the City’s Charter and applicable federal and state law; and

WHEREAS, the Mayor and Council appointed a redistricting commission to develop options to present to the Mayor and Council for reshaping the wards to account for population changes and to ensure compliance with applicable law; and

WHEREAS, the Mayor and Council seek to address these issues by amending the language in the Charter; and

WHEREAS, the City Council gave at least twenty-one (21) days advance notice of the public hearing held regarding adoption of this Resolution and the amendment to the Charter contained herein.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Hyattsville, Maryland, in regular session assembled:

Section 1: That Article IV, § C4-16 of the Charter of the City of Hyattsville, Maryland, be amended as follows:

§ C4-16 Division of City; ward descriptions.

1 The City shall be divided into five (5) wards as described immediately below. Unless otherwise
2 provided, reference to any street or alley as a boundary herein shall mean the center line of the
3 street or alley.

4
5 ~~Ward 1. Ward number one shall include all that area of the City south and east of a line drawn as~~
6 ~~follows: beginning at the intersection of the northwest branch of the Anacostia River and Thirty-~~
7 ~~Eighth Avenue and running north on Thirty Eighth Avenue to Hamilton Street; then east on~~
8 ~~Hamilton Street to its intersection with Fortieth Place, and south on Fortieth Place to Emerson~~
9 ~~Street; then east on Emerson Street to Forty First Place; then south on Forty First Place to alley 5~~
10 ~~(beside 4100 Emerson Street); then northeast and then north along this same alley until it intersects~~
11 ~~Farragut Street then east on Farragut Street to Forty Second Avenue; north on Forty Second~~
12 ~~Avenue until Jefferson Street; east on Jefferson Street to Forty Third Avenue; then north on Forty-~~
13 ~~Third Avenue until Longfellow Street; west on Longfellow Street until Forty Second Avenue;~~
14 ~~north on Forty Second Avenue just north of the intersection of Forty Second Avenue and Oliver~~
15 ~~Street; then west along the northern boundary of 4112 and 4116 Oliver Street to the eastern~~
16 ~~property line of 4106 Oliver Street; then north along the eastern boundary of 4106 Oliver Street~~
17 ~~into Dietz Park to the southern lot line of 6129 Forty First Avenue and then west along this~~
18 ~~southern lot line of 6129 Forty First Avenue to Forty First Avenue; then north on Forty First~~
19 ~~Avenue until 6201 Forty First Avenue; and then east along the south boundary of 6201 Forty First~~
20 ~~Avenue; then north along the east boundary of 6201 Forty First Avenue to alley 15; then east along~~
21 ~~alley 15 to the west boundary of 6204 Forty Second Avenue; then north along the rear lot lines of~~
22 ~~the residences between Forty First Place and Forty Second Avenue to East West Highway (the~~
23 ~~boundary of the City); then east, south and west along the boundary of the City to Thirty Eighth~~
24 ~~Avenue. Ward number one shall include all that area of the City south and east of a line drawn as~~
25 ~~follows: beginning at the intersection of East West Highway and Forty-Second Avenue; then south~~
26 ~~on Forty-Second Avenue until Oliver Street; west along Oliver Street to the rear lot line of 6030~~
27 ~~Forty-Second Avenue; south along the rear lot lines of the residences between Oliver Street and~~
28 ~~Oglethorpe Street; then southeast to Forty-Second Avenue; then south on Forty-Second Avenue~~
29 ~~until Farragut Street; west along Farragut Street to Alley 13C; south on Alley 13C to Forty-First~~
30 ~~Place; then north on Forty-First Place until Emerson Street; then west along Emerson Street to the~~
31 ~~rear lot line of 4922 40th Place; then southwest to Crittenden Street; then west on Crittenden Street~~
32 ~~to the unnamed creek in Magruder Woods; south along the unnamed creek in Magruder Woods to~~
33 ~~the northwest branch of the Anacostia River; then east, north and west along the boundary of the~~
34 ~~City to East West Highway.~~

35
36 ~~Ward 2. Ward number two shall embrace all that part of the City bounded by a line as follows:~~
37 ~~beginning at the intersection of Hamilton Street and Thirty Eighth Avenue; then west on Hamilton~~
38 ~~Street to Thirty Seventh Avenue, then north on Thirty Seventh Avenue to Jefferson Street, then~~
39 ~~west on Jefferson Street to Thirty Sixth Place and then north along Thirty Sixth Place to its~~
40 ~~intersection with Longfellow Street; then west along Longfellow Street to Queen's Chapel Road;~~
41 ~~then north along Queen's Chapel Road to Manorwood Drive; then northwest on Manorwood Drive~~
42 ~~to Jamestown Road; then northerly along Jamestown Road to Oliver Street; then east on Oliver~~
43 ~~Street to Queen's Chapel Road; then southwest on Queen's Chapel Road to Oliver Street; then east~~
44 ~~on Oliver Street to Thirty Ninth Place; then south on Thirty Ninth Place to Oglethorpe Street; then~~
45 ~~east on Oglethorpe Street to Fortieth Avenue; then south on Fortieth Avenue to Nicholson Street;~~
46 ~~then east on Nicholson Street to Forty First Avenue; then north on Forty First Avenue to~~

1 Oglethorpe Street; then east on Oglethorpe Street to Forty-Second Avenue; then south on Forty-
2 Second Avenue to Longfellow Street; then east on Longfellow Street to Forty-Third Avenue; then
3 south on Forty-Third Avenue to Jefferson Street; then west along Jefferson Street to Forty-Second
4 Avenue; then south along Forty-Second Avenue to Farragut Street; then west on Farragut Street
5 to alley 5 (beside 4115 Farragut Street); then south along alley 5 to Forty-First Place; then
6 northwest on Forty-First Place to Emerson Street; then west on Emerson Street to Fortieth Place;
7 then north on Fortieth Place until it merges with Hamilton Street and west on Hamilton Street to
8 the point of origin at Thirty-Eighth Avenue. Ward number two shall embrace all that part of the
9 City bounded by a line as follows: beginning at the intersection of East West Highway and Forty-
10 Second Avenue; then south on Forty-Second Avenue until Oliver Street; west along Oliver Street
11 to the rear lot line of 6030 Forty-Second Avenue; south along the rear lot lines of the residences
12 between Oliver Street and Oglethorpe Street; then southeast to Forty-Second Avenue; then south
13 on Forty-Second Avenue until Farragut Street; west along Farragut Street to Alley 13C; south on
14 Alley 13C to Forty-First Place; then north on Forty-First Place until Emerson Street; then west
15 along Emerson Street to the rear lot line of 4922 40th Place; then southwest to Crittenden Street;
16 then west on Crittenden Street to the unnamed creek in Magruder Woods; south along the unnamed
17 creek in Magruder Woods to the northwest branch of the Anacostia River; west along the northwest
18 branch of the Anacostia River to the western boundary of the Thirty-Eighth Avenue Park; north
19 on the western boundary of the Thirty-Eighth Avenue Park to the south boundary of Park Place
20 Apartments; and then west along the south boundary of Park Place Apartments; north along the
21 west boundary of Park Place Apartments to Hamilton Street; then west along Hamilton Street to
22 Thirty-Eighth Avenue, then north on Thirty-Eighth Avenue to Jefferson Street, then northeast to
23 the rear lot line of 5511 Thirty-Eighth Avenue, north along the rear lot lines of the residences
24 between 5511 Thirty-Eighth Avenue and Longfellow Street; then west along Longfellow Street to
25 Thirty-Seventh Avenue; north on Thirty-Seventh Avenue to the rear lot line of 3610 Longfellow
26 Street; west along the rear lot line of 3610 Longfellow Street to the rear lot line of 5703 Thirty-
27 Sixth Avenue; north along the rear lot line of 5703 Thirty-Sixth Avenue to the rear lot line of 5805
28 Queen's Chapel Road; then east along the rear lot line of 5805 Queen's Chapel Road to the eastern
29 lot line of 5805 Queen's Chapel Road; west along the eastern lot line of 5805 Queen's Chapel Road
30 to Queen's Chapel Road; then north on Queen's Chapel Road to its intersection with Adelphi Road
31 (the boundary of the City).

32
33 ~~Ward 3. Ward number three shall include all that area north and west of a line beginning at the~~
34 ~~northwest boundary of the City and the north boundary of Madison Park Apartments and then east~~
35 ~~along the southern boundary of 3110 Oliver Place (WMATA property) and then north and east~~
36 ~~along the boundary of 3110 Oliver Place (WMATA property) to the southern boundary of 3401~~
37 ~~East West Highway; then east along the northern boundary of Nicholas Orem Elementary School~~
38 ~~(6100 Editor's Park Drive) and then along the southern boundary of Princee George's Plaza Metro~~
39 ~~Station (3575 Belerest Center Drive), then east along the southern boundary of Mosaic at Metro~~
40 ~~Apartments (6206 Belerest Road); then north and east along the east boundary of 6206 Belerest~~
41 ~~Road to Belerest Road; then east on Belerest Road to Queen's Chapel Road; then south and west~~
42 ~~along Queen's Chapel Road to its intersection with Oliver Street on the east side of Queen's Chapel~~
43 ~~Road; then east on Oliver Street to Thirty-Ninth Place; then south on Thirty-Ninth Place to~~
44 ~~Oglethorpe Street; then east on Oglethorpe Street to Fortieth Avenue, then south on Fortieth~~
45 ~~Avenue to Nicholson Street; then east on Nicholson Street to Forty-First Avenue; then north on~~
46 ~~Forty-First Avenue to Oglethorpe Street; then east on Oglethorpe Street to Forty-Second Avenue;~~

1 then north on Forty Second Avenue to the northeast corner of 4112 and 4116 Oliver Street then
2 along the northern property line of 4116 Oliver Street to the eastern property line of 4106 Oliver
3 Street and north along the east boundary of 4106 Oliver Street into Dietz Park and to the southern
4 lot line of 6129 Forty First Avenue and then west along this southern boundary to Forty First
5 Avenue; then north on Forty First Avenue until 6201 Forty First Avenue; and then east along the
6 south boundary of 6201 Forty First Avenue; then north along the east boundary of 6201 Forty-
7 First Avenue to alley 15; then east along alley 15 to the west boundary of 6204 forty second
8 avenue; then north along the rear lot lines of the residences between Forty First Place and Forty-
9 Second Avenue to East West Highway (the boundary of the City). Ward number three shall include
10 all that area north and west of a line beginning at the northwest boundary of the City and the west
11 boundary of 5902 31st Avenue and then north along the west boundary of 5902 31st Avenue to
12 the Metro tracks (WMATA property) and then north and east along the Metro tracks (WMATA
13 property) to the northern boundary of Nicholas Orem Elementary School (6100 Editor's Park
14 Drive); then east along the northern boundary of Nicholas Orem Elementary School (6100 Editor's
15 Park Drive) and then along the southern boundary of Prince George's Plaza Metro Station (3575
16 Belcrest Center Drive), then east along the southern boundary of Mosaic at Metro Apartments
17 (6206 Belcrest Road); then east along the southern boundary of Hyattsville Volunteer Fire
18 Department (6200 Belcrest Road) to Queen's Chapel Road; then north along Queen's Chapel Road
19 to its intersection with Adelphi Road (the boundary of the City).

20
21 ~~Ward 4. Ward four shall include all that area contained in a line beginning at the northwest~~
22 ~~boundary of the City and the north boundary of Madison Park Apartments and then east along the~~
23 ~~southern boundary of 3100 Oliver Place (WMATA property) and then north and east along the~~
24 ~~boundary of 3100 Oliver Place (WMATA property) to the southern boundary of 3401 East West~~
25 ~~Highway; then east along the northern boundary of Nicholas Orem Elementary School (6100~~
26 ~~Editor's Park Drive) and then along the southern boundary of Prince George's Plaza Metro Station~~
27 ~~(3575 Belcrest Center Drive), then east along the southern boundary of Mosaic at Metro~~
28 ~~Apartments (6206 Belcrest Road); then north and east along the east boundary of 6206 Belcrest~~
29 ~~Road to Belcrest Road; then east on Belcrest Road to Queen's Chapel Road; then south and west~~
30 ~~along Queen's Chapel Road to its intersection with Oliver Street on the west side of Queen's Chapel~~
31 ~~Road and then west on Oliver Street to Jamestown Road; then south along Jamestown Road to~~
32 ~~Manorwood Drive; east on Manorwood Drive to Queen's Chapel Road; then south on Queen's~~
33 ~~Chapel Road to Lancer Drive; north and west on Lancer Drive to Jamestown Road; south and west~~
34 ~~along Jamestown Road to Thirtieth Avenue; then north on Thirtieth Avenue to Lancer Drive; then~~
35 ~~west on Lancer Drive to Twenty Ninth Avenue; then north and west on Twenty Ninth Avenue to~~
36 ~~Ager Road; then north on Ager Road to the City boundary. Ward four shall include all that area~~
37 ~~contained in a line beginning at the northwest boundary of the City and the west boundary of 5902~~
38 ~~31st Avenue and then north along the west boundary of 5902 31st Avenue to the Metro tracks~~
39 ~~(WMATA property) and then north and east along the Metro tracks (WMATA property) to the~~
40 ~~northern boundary of Nicholas Orem Elementary School (6100 Editor's Park Drive); then east~~
41 ~~along the northern boundary of Nicholas Orem Elementary School (6100 Editor's Park Drive) and~~
42 ~~then along the southern boundary of Prince George's Plaza Metro Station (3575 Belcrest Center~~
43 ~~Drive), then east along the southern boundary of Mosaic at Metro Apartments (6206 Belcrest~~
44 ~~Road); then east along the southern boundary of Hyattsville Volunteer Fire Department (6200~~
45 ~~Belcrest Road) to Queen's Chapel Road; then south and west along Queen's Chapel Road until the~~
46 ~~south boundary of 3545 Madison Street on the west side of Queen's Chapel Road and then west~~

1 along the rear lot lines of the residences between Queen's Chapel Road and Jamestown Road; then
2 south and west along Jamestown Road to Thirty-First Avenue; then south on Thirty-First Avenue
3 to the south boundary of 3007 Jamestown Road; then west along the rear lot lines of the residences
4 between Thirty-First Avenue and Ager Road; then north on Ager Road to the City boundary.

5
6 ~~Ward 5. Ward five shall include all that area south and west of a line beginning at the intersection~~
7 ~~of the northwest branch of the Anacostia River and Thirty-Eighth Avenue and running north on~~
8 ~~Thirty-Eighth Avenue to Hamilton Street; then west on Hamilton Street to Thirty-Seventh Avenue,~~
9 ~~then north on Thirty-Seventh Avenue to Jefferson Street, then west on Jefferson Street to Thirty-~~
10 ~~Sixth Place and then north along Thirty-Sixth Place to its intersection with Longfellow Street; then~~
11 ~~west along Longfellow Street to Queen's Chapel Road; then south on Queen's Chapel Road to~~
12 ~~Lancer Drive; north and west on Lancer Drive to Jamestown Road; south and west along~~
13 ~~Jamestown Road to Thirtieth Avenue; then north on Thirtieth Avenue to Lancer Drive; then west~~
14 ~~on Lancer Drive to Twenty-Ninth Avenue; then north and west on Twenty-Ninth Avenue to Ager~~
15 ~~Road; then north on Ager Road to the City boundary.~~ Ward five shall include all that area south
16 and west of a line beginning at the intersection of the northwest branch of the Anacostia River and
17 the western boundary of the Thirty-Eighth Avenue Park and running north on the western
18 boundary of the Thirty-Eighth Avenue Park to the south boundary of Park Place Apartments; and
19 then west along the south boundary of Park Place Apartments; north along the west boundary of
20 Park Place Apartments to Hamilton Street; then west along Hamilton Street to Thirty-Eighth
21 Avenue, then north on Thirty-Eighth Avenue to Jefferson Street, then northeast to the rear lot line
22 of 5511 Thirty-Eighth Avenue, north along the rear lot lines of the residences between 5511 Thirty-
23 Eighth Avenue and Longfellow Street; then west along Longfellow Street to Thirty-Seventh
24 Avenue; north on Thirty-Seventh Avenue to the rear lot line of 3610 Longfellow Street; west along
25 the rear lot line of 3610 Longfellow Street to the rear lot line of 5703 Thirty-Sixth Avenue; north
26 along the rear lot line of 5703 Thirty-Sixth Avenue to the rear lot line of 5805 Queen's Chapel
27 Road; then east along the rear lot line of 5805 Queen's Chapel Road to the eastern lot line of 5805
28 Queen's Chapel Road; west along the eastern lot line of 5805 Queen's Chapel Road to Queen's
29 Chapel Road; then south on Queen's Chapel Road until the south boundary of 3545 Madison Street
30 on the west side of Queen's Chapel Road and then west along the rear lot lines of the residences
31 between Queen's Chapel Road and Jamestown Road; then south and west along Jamestown Road
32 to Thirty-First Avenue; then south on Thirty-First Avenue to the south boundary of 3007
33 Jamestown Road; then west along the rear lot lines of the residences between Thirty-First Avenue
34 and Ager Road; then north on Ager Road to the City boundary.

35
36 **Section 2:** That the date of the adoption of this Resolution is December 19, 2022, and that
37 the amendment to the Charter of the City of Hyattsville hereby proposed by this enactment shall
38 become effective on February 7, 2023 (50 days after its passage), unless a proper petition for a
39 referendum hereon shall be filed by January 28, 2023 (40 days after passage) and that an exact
40 copy of this Resolution shall be posted at the main municipal building and a fair summary of the
41 Amendment shall be published in a newspaper having general circulation in the City of Hyattsville
42 not less than four (4) times at weekly intervals within forty (40) days after passage of this Charter
43 Amendment Resolution.

44 **Section 3:** That as soon as the Charter Amendment hereby enacted becomes effective,
45 either as herein provided or following a referendum, the Clerk shall send separately to the
46 Department of Legislative Services, the following information concerning the Charter

1 Amendment: (1) the complete text of this Resolution; (2) the date of referendum election, if any,
2 held with respect thereto; (3) the number of votes cast for and against this Resolution by the Mayor
3 and City Council of the City of Hyattsville or in a referendum; and (4) the effective date of the
4 Charter Amendment.

5 **Section 4:** That the Clerk be, and is specifically enjoined and instructed to carry out the
6 provisions of Sections 2 and 3, and as evidence of compliance herewith the said Clerk shall cause
7 to be affixed to the Minutes of this meeting (1) an appropriate certificate of publication of the
8 newspaper in which the fair summary of the Amendment shall have been published; and (2)
9 records of mailing referred to in Section 3, and shall further complete and execute a Certificate of
10 Compliance.

11 **INTRODUCED** by the Mayor and City Council of the City of Hyattsville, Maryland, at a
12 Regular Meeting on December 19, 2022, at which meeting copies were available to the public for
13 inspection, and at which time a public hearing took place.

14 **ADOPTED** by the Mayor and City Council of the City of Hyattsville, Maryland, at a
15 Regular Meeting on December 19, 2022, at which meeting copies were available to the public for
16 inspection.

17

APPROVED:

City of Hyattsville, Maryland:

Date

Robert S. Croslin, Mayor

ATTEST/WITNESS:

City of Hyattsville, Maryland:

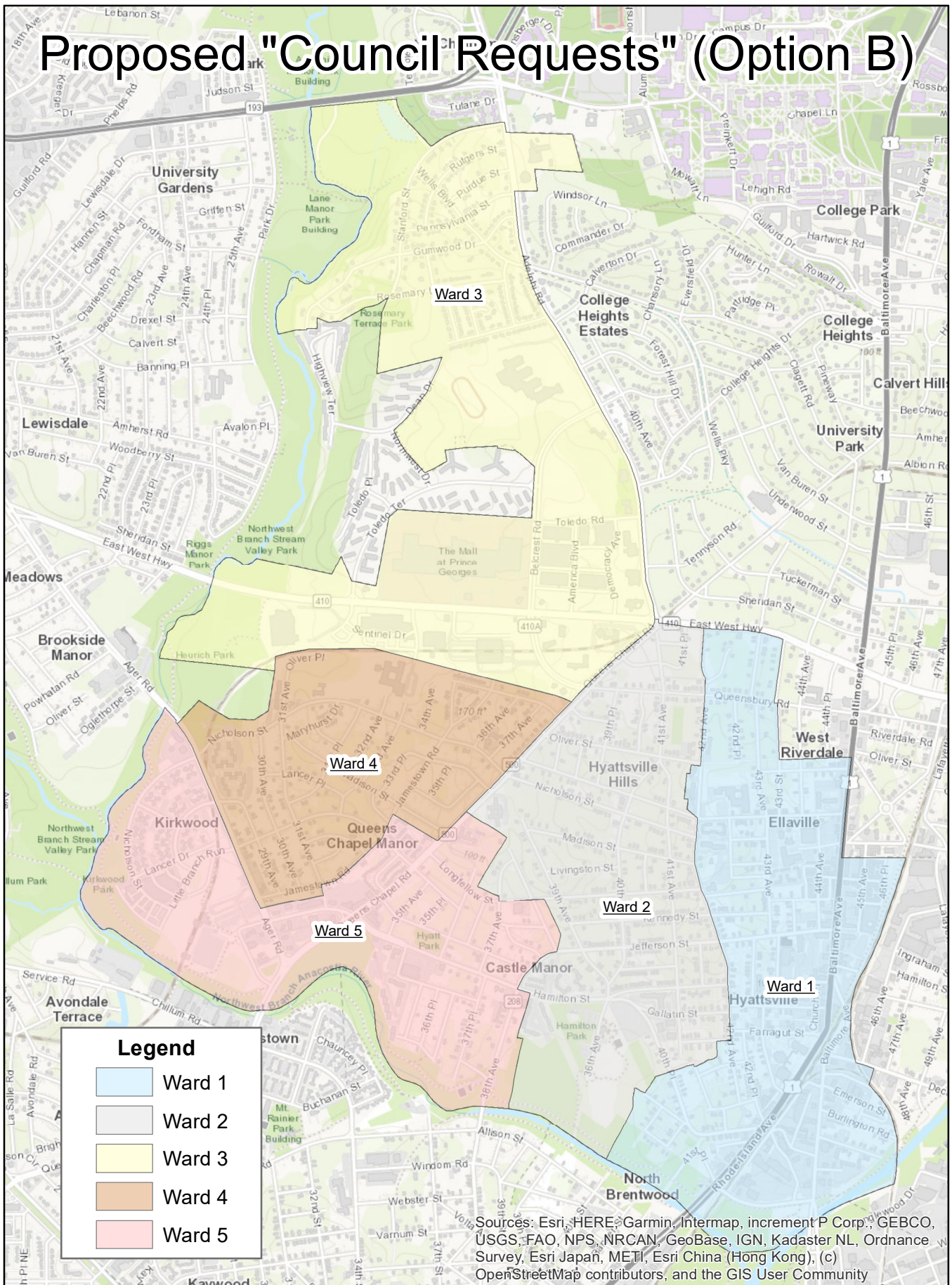
Date

Laura Reams
City Clerk

18
19
20 { } indicate deletions
21 Underline/**bold**/**CAPS** indicate additions/amendments to additions

22
23

Proposed "Council Requests" (Option B)



Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community



City of Hyattsville

Redistricting Commission
Public Hearing

December 19, 2022





Who are we?

Leland Dudek

Jennifer Gafford (*Race & Equity Task Force*)

Greta Mosher (*Elections Board*)

T. Carter Ross (*Ethics Commission; Recordkeeper*)

Alicia Sanchez Gill Freemyn (*Race & Equity Task Force*)

Andrew Sayer (*Chair*)

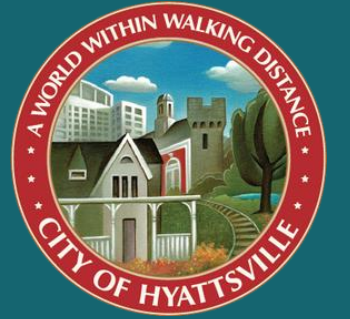
Krystil Smith

Cynthia Totten (*Education Advisory Board*)

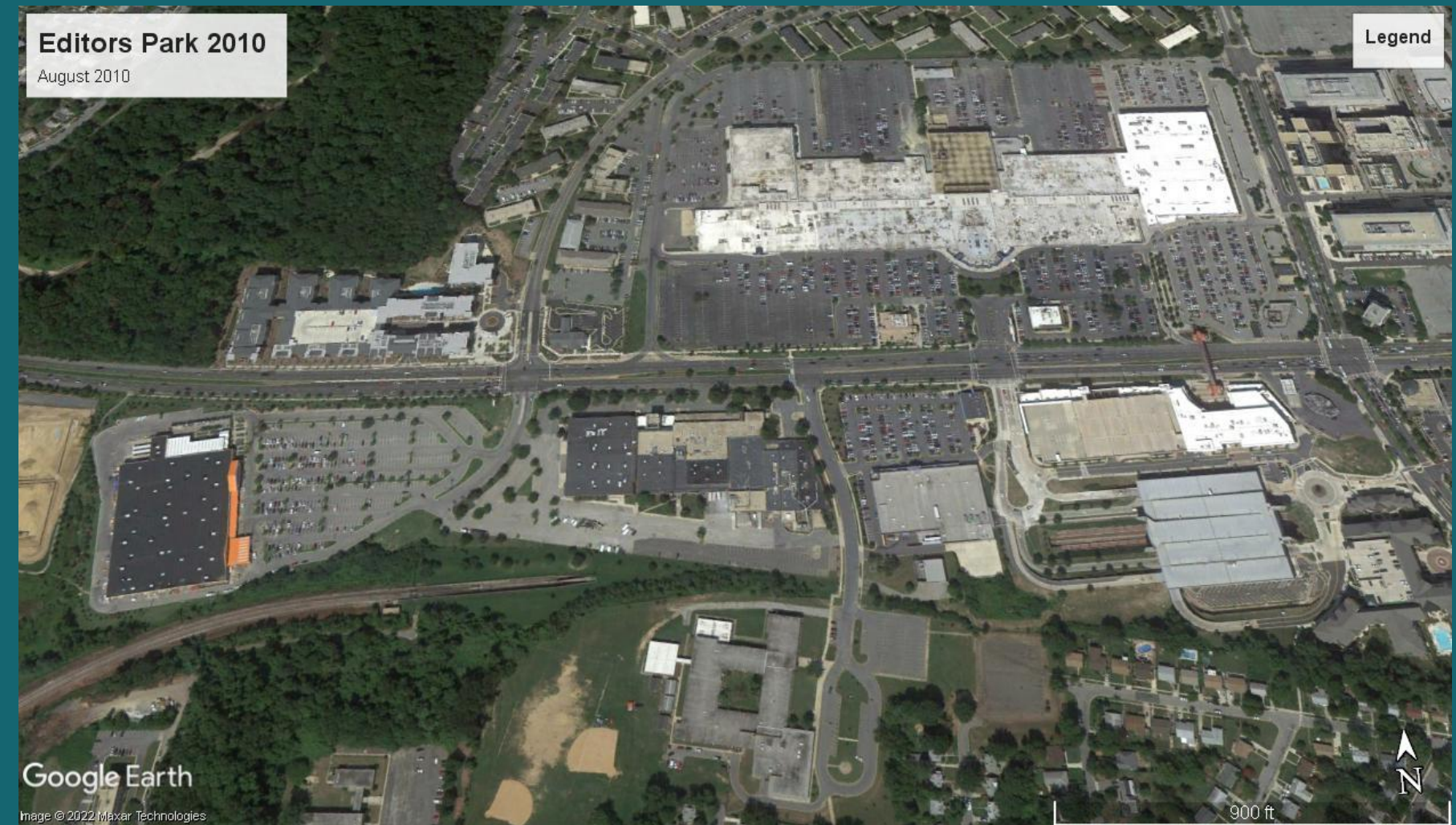
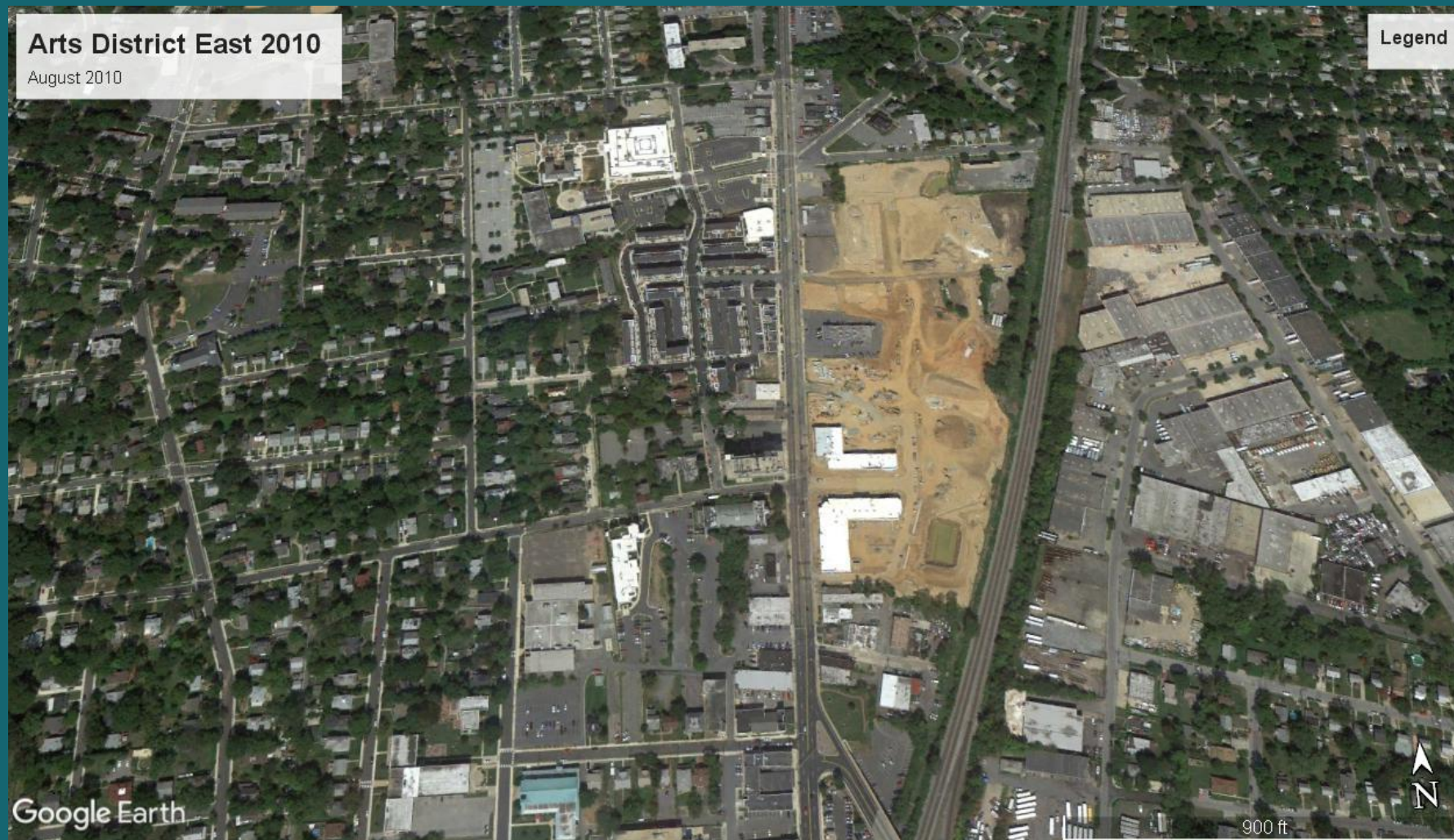
With support from City of Hyattsville staff, especially Shakira Louimarre (Race & Equity Officer), Sekour Mason (GIS Technician), and Cindy Zork (Communications Manager)



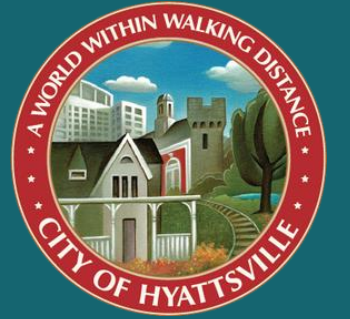
Why are we doing this?



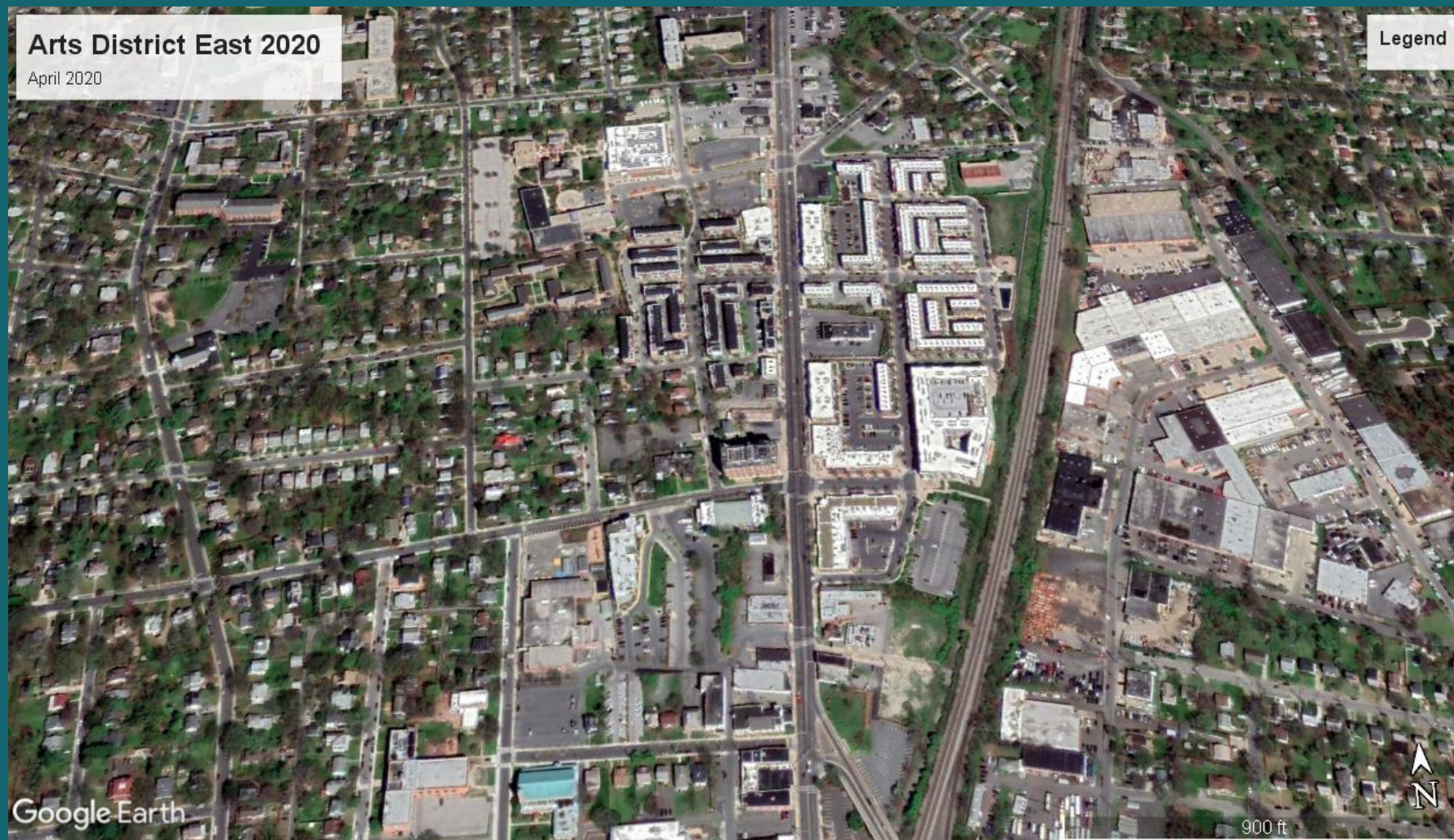
- 2020 Census; Sections §C4-16 and §C4-17 of the City Charter
- From April 1, 2010, to April 1, 2020, **Hyattsville's population grew 20.7%**



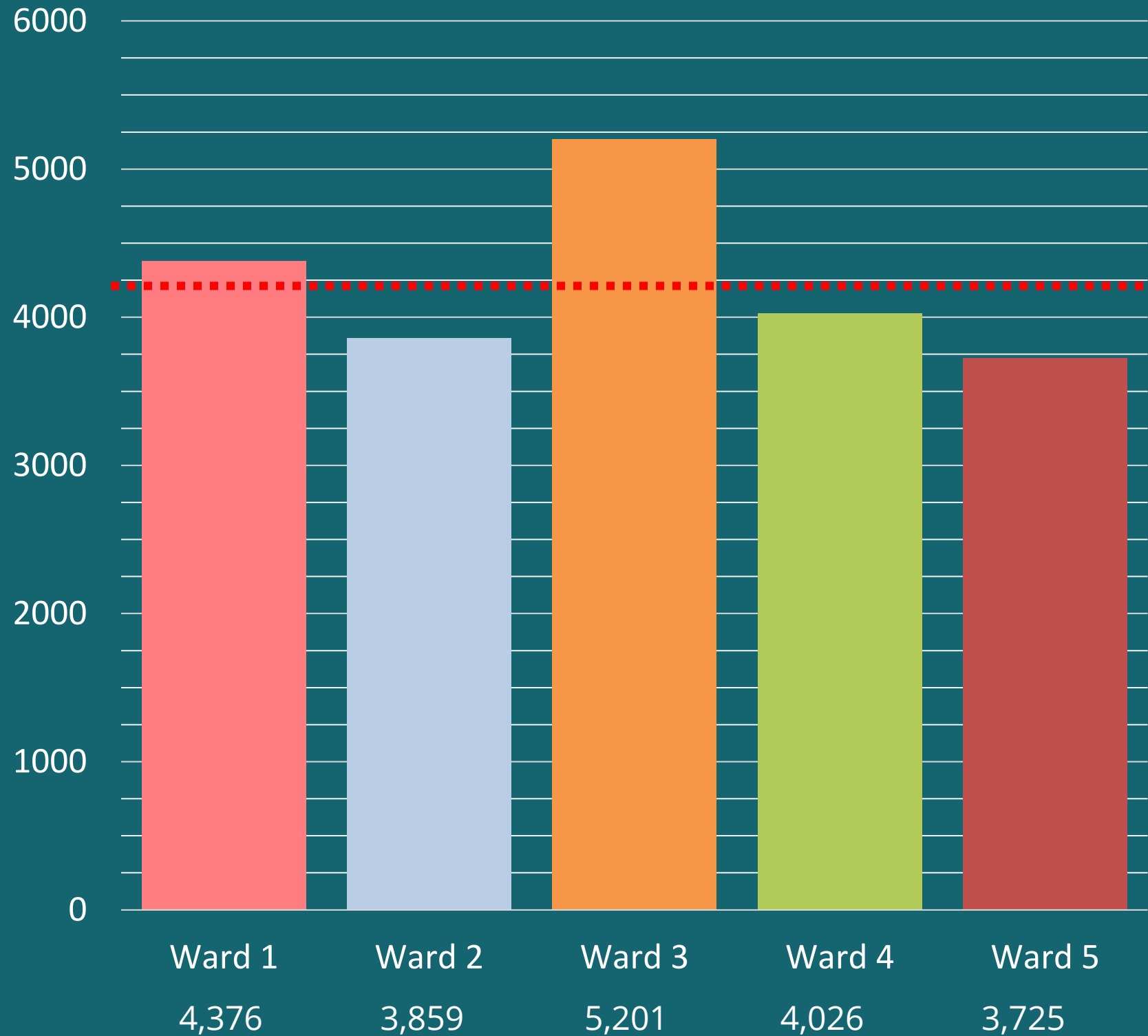
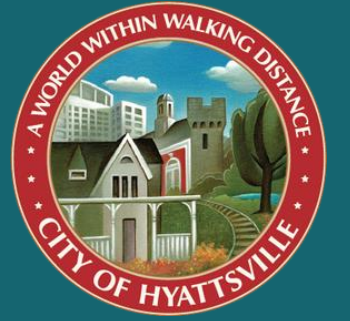
Why are we doing this?



- 2020 Census; Sections §C4-16 and §C4-17 of the City Charter
- From April 1, 2010, to April 1, 2020, **Hyattsville's population grew 20.7%**



Why are we doing this?



- The goal is for Wards to have balanced population
 - Balance between elected official and their constituents for each Ward
 - 2020 Census: average 4,237
 - Biggest Ward should have no more than 10% more people than the smallest
 - Currently **Ward 3** has 40% more people than **Ward 5**

What Ward balancing Is not...



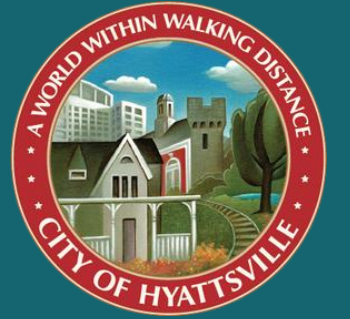
- Changing anything beyond City Council Ward boundaries (no impact on county, state or federal elections; no impact on school boundaries)
- Partisan politics (City races are non-partisan)
- Changing the Number of Wards or the City Council structure (the Council can consider making such changes, but it was not within the scope for this committee)

How do we do it?



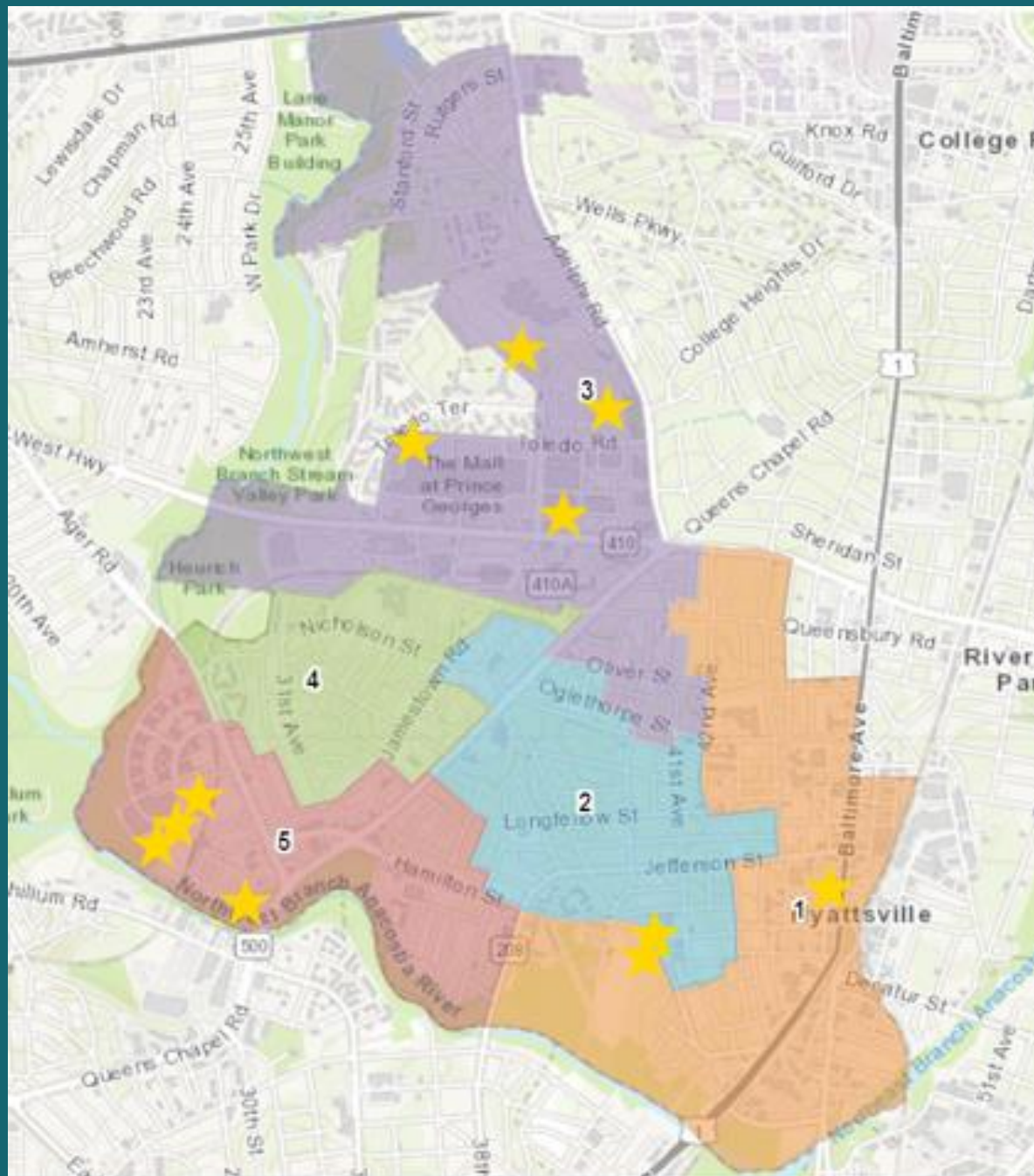
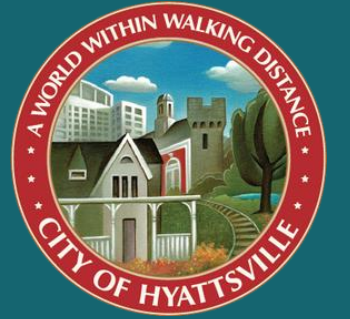
- **Must** use April 1, 2020, enumeration from the U.S. Census
- **Must** keep wards reasonably compact and contiguous
- **Should** take in account natural boundaries and existing infrastructure
- **Must** seek to ensure fair and effective representation for all residents of the City, keeping in mind historically marginalized groups
- **Must** comply with local, state, and federal laws, including the federal Voting Rights Act of 1965
- **Can** consider the impact of known future development

Equity considerations



- In alignment with the Government Alliance on Racial Equity's Equity Impact tool, we considered three key framing questions throughout the process:
 - What are the **equity impacts** of a particular decision?
 - Who will **benefit** from or be **burdened** by the decision?
 - Are there strategies to mitigate **unintended consequences**?

Future development



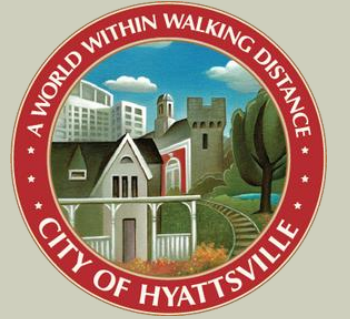
- The Hyattsville Building Boom Continues
- Almost all of the expected growth is in Wards 1, 3, and 5
- These are developments that are under construction or far along in the planning process
- Expected to add 3,437 new housing units (a mix of single-family homes, town homes, and multi-family buildings)

Future development



Summary of public feedback

.....



Scale

Some prefer to balance for the decade ahead *“so we’ll all keep the same voting power.”*

Others prefer minimal change: *“you move us around like toys”; “our elected representatives should not be swapped out every 10 years unless we vote them out.”*

Drawing boundaries

Straight lines feel fair; cut-out blocks look like they were done for *“political purposes”* or *“someone’s trying to benefit themselves.”*

Keeping existing communities together is more important than creating demographically-even wards.

Some streets feel like natural boundaries but try to avoid cuts along residential roads; *“I should be in the same Ward as my neighbors beside and across the street”;* we have *“common traffic concerns”; “I favor dividing wards mid-block along rear property lines.”*

Using census blocks has led to some areas feeling like *“orphans”* split from their communities.

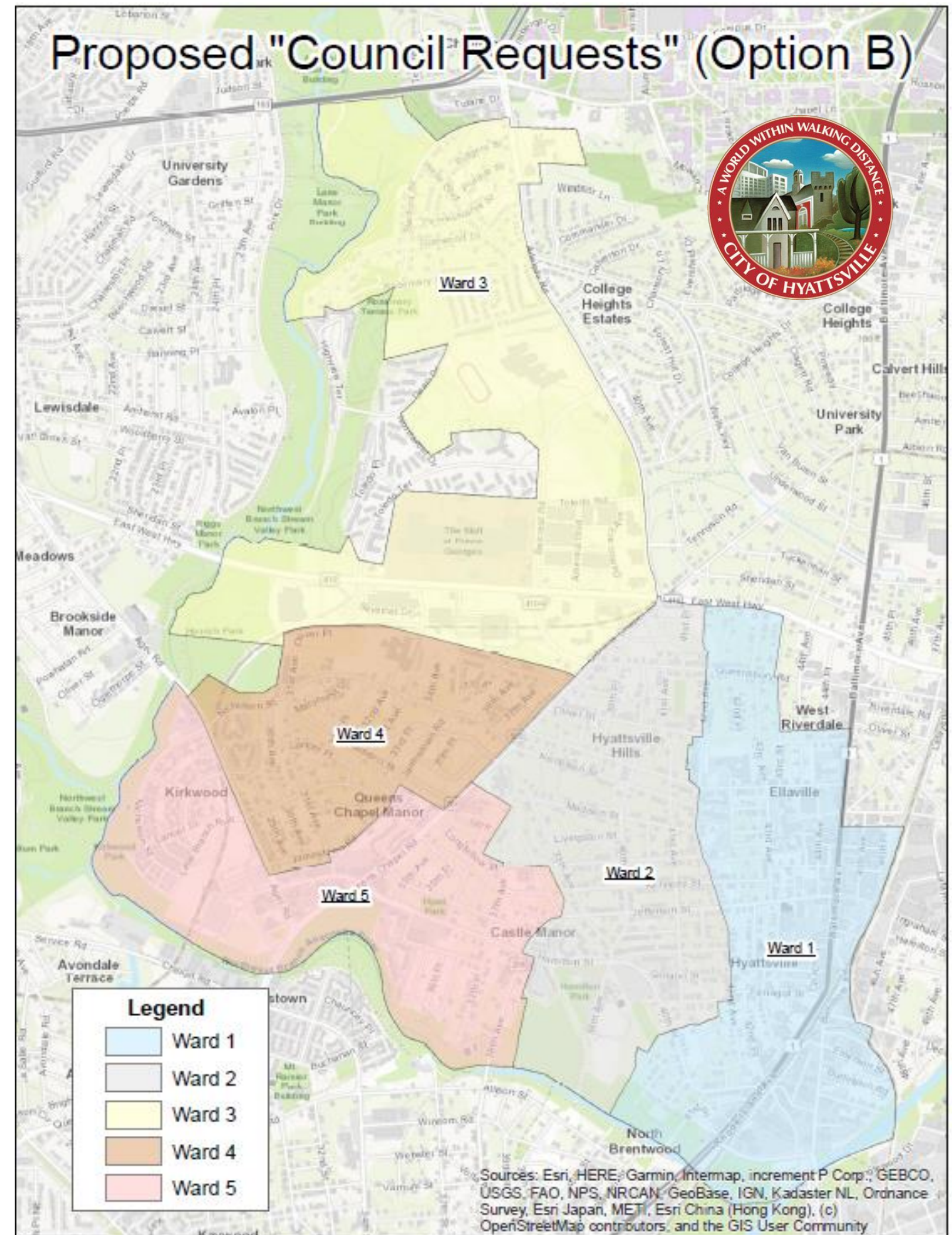
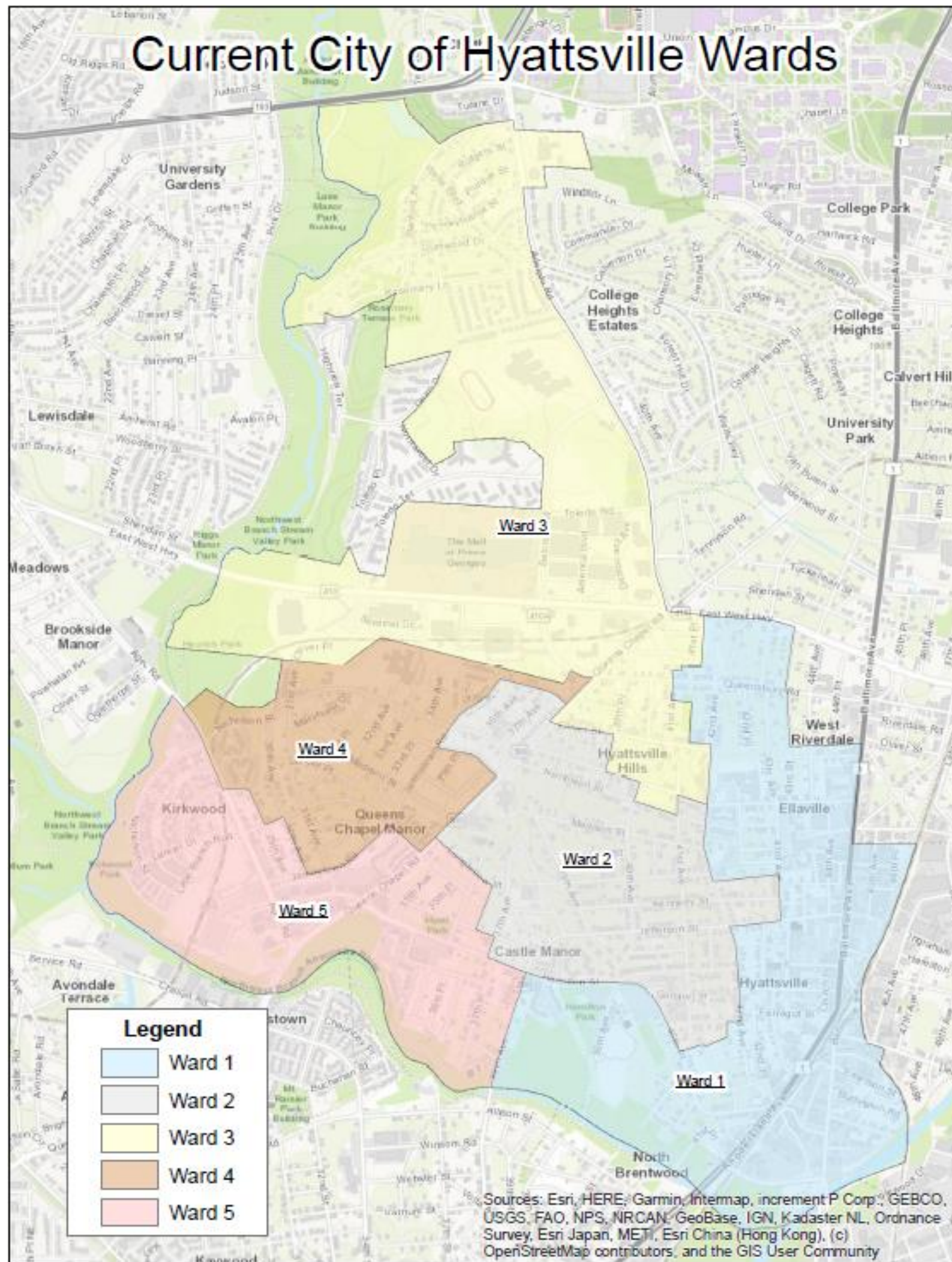
How did the decision get made?



- We present candidate maps and Council votes on what to adopt
- Several presentations, reports, and discussions with Council over summer and fall
- Two map concepts were provided, discussed and voted on at November 7, 2022 Council Meeting (Growth Conscious & Minimal Adjustments)
- Neither passed; Council requested we explore feasibility of some modifications
- Three map concepts were provided and discussed at November 21, 2022 Council Meeting (Growth Conscious, Council Requests A, & Council Requests B)
- Council voted to move forward with **Council Requests B**

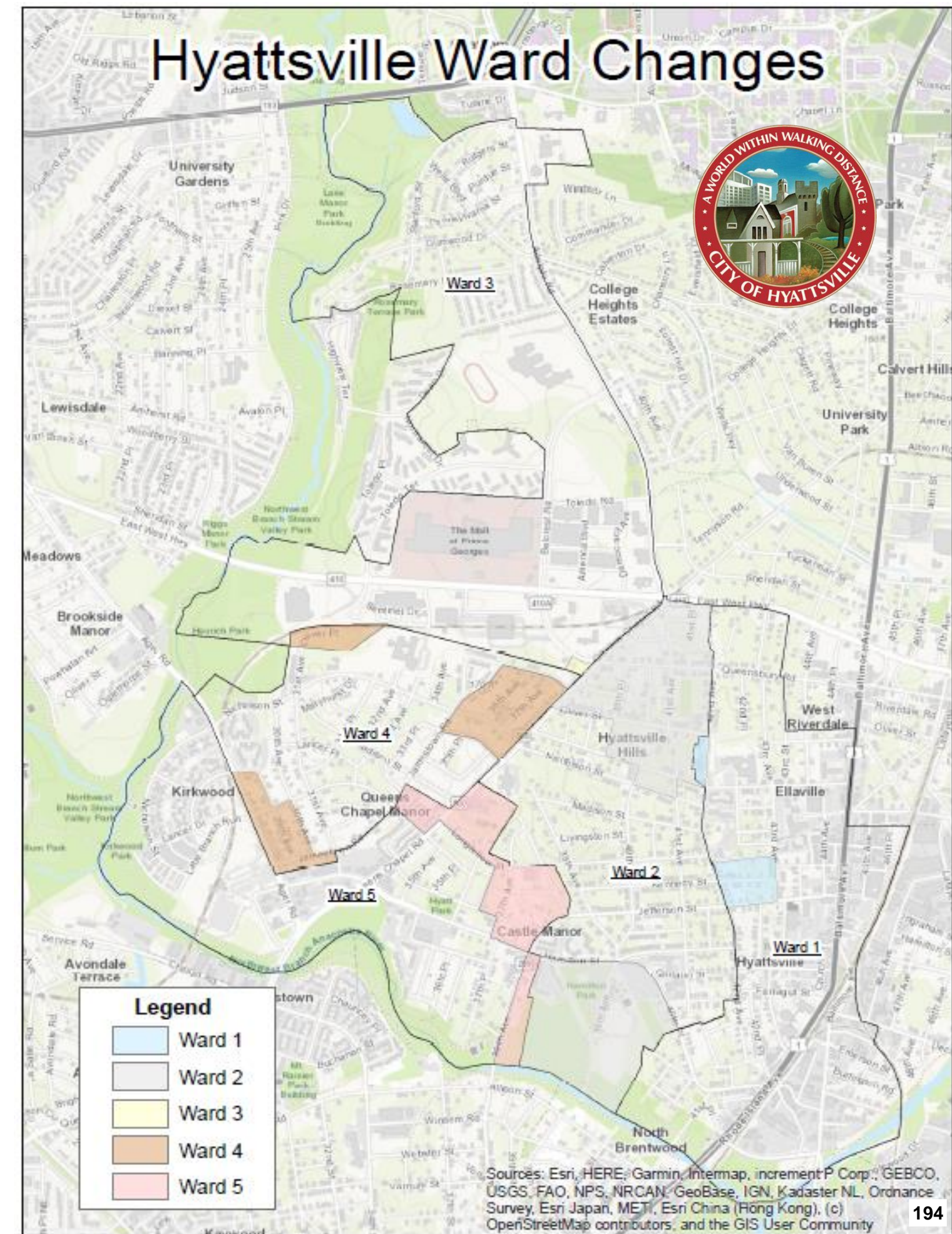


Current and new Ward maps

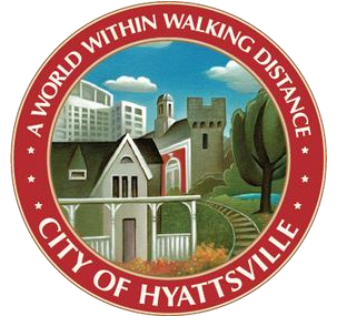


What will change?

- Ward 3 east of Queens Chapel Rd move to **Ward 2**; **Ward 1-2** boundary runs down 42nd Ave (except apts opposite Hyattsville Middle School to **Ward 1**)
- **Ward 2** gains homes on 40th Pl north of Emerson St; Driskell Park West of drainage creek, and Park Place Condominiums along Hamilton St (currently Ward 1)
- Ward 2 “cutout” west of Queens Chapel Rd moves to **Ward 4**
- **Ward 4** takes in more of the area east of Ager Rd down to Jamestown Rd presently in Ward 5
- Hamilton Manor apartments unified into **Ward 5**
- Houses and retail southeast of Hamilton St and 38th Ave move from Ward 1 to **Ward 5**
- **Ward 5** takes in area of Ward 2 including Sacred Heart and blocks along Longfellow to 38th Ave
- Volunteer Fire Department facilities unified into **Ward 3**; undeveloped land south of Metro lines in Ward 3 moves to **Ward 4** (neither contains residents)



Population



Map	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5	Max:min percentage
Current	4376	3859	5201	4026	3725	40%
New	4181	4289	4055	4423	4239	9%

Summary and next steps

Only affects who your Council members are, nothing else

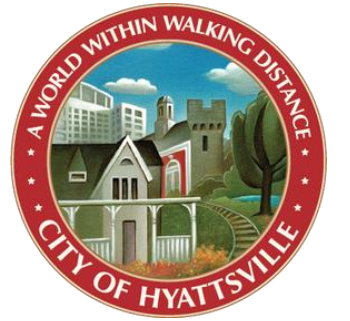
No change for over 80% of Hyattsville residents

Several currently-split communities united into single Wards

More even Ward population balance and so representation on Council

Racial & ethnic balance of Wards similar to current

Things won't change again until after 2030 census



Dec 19 2022

Final Public Hearing and council vote

Dec 2022 – Jan 2023

Public outreach campaign

Feb 7 2023

Ward boundary updates finalized in City Charter

Feb 7 2023

Candidate registration opens for 2023 City Election

May 9 2023

City Election Day



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-135-FY23

12/19/2022

12.c.

Submitted by: Lesley Riddle
Submitting Department: Public Works
Agenda Section: Action

Item Title:
Hyattsville Ordinance 2022-06: 5G Permits

Suggested Action:

I move the Mayor and Council introduce Hyattsville Ordinance 2022-06, an ordinance whereby the City Council amends Chapter 105, Articles VII and VIII of the Hyattsville Code (INTRODUCTION & FIRST READING).

Summary Background:

With the introduction of new global wireless internet service several years ago, local municipalities began to research the impact of the new communications hardware being deployed on existing infrastructure. In January 2019, the City enacted Emergency Ordinance 2019-01 regulating the installation and construction of wireless facilities and supporting structures in order to address the growing concerns from residents and staff. Two years ago, the City Council approved a contract with our current engineering firm, JMT, to assist City staff with researching and creating a more reasonable ordinance that considers the benefits and challenges with 5G installations within the public right of way.

City staff working with JMT reviewed several existing ordinances of local municipalities with up-to-date regulations related to 5G installations. A draft ordinance was crafted and reviewed by the City Attorney for legal sufficiency. The draft ordinance addresses residents' concerns while considering unnecessary regulations that would unfairly affect the communications industry and their capacity to upgrade our existing systems. The City's existing regulations do not sufficiently address our permit process for right of way (ROW) access to and for 5G installations and does not include the impact of radio frequency or electromagnetic waves on the greater environment.

Next Steps:

The second reading and adoption is scheduled for December 5. With Council approval the ordinance will be effective 20 days post adoption.

Fiscal Impact:

Permit fees will increase city revenue.

City Administrator Comments:

Recommend Approval. The staff has had several conversations and meetings with tech companies who have asked that we modify certain requirements. The staff is prepared to address valid requests through administrative procedures once the governing ordinance is approved.

Community Engagement:

Pending

Strategic Goals:

Goal 4 - Foster Excellence in all City Operations

Legal Review Required?

Complete

1 CITY OF HYATTSVILLE

2
3 ORDINANCE 2022-06

4
5 An ordinance whereby the City Council amends Chapter 105, Articles VII and VIII
6 of the Hyattsville Code.

7
8 WHEREAS, the Maryland Code, Local Government Article, Section 5–202, as amended,
9 authorizes the legislative body of each municipal corporation in the State of Maryland to pass
10 ordinances that such legislative body deems necessary to assure the good government of the
11 municipality, to protect and preserve the municipality’s rights, property and privileges, to preserve
12 peace and good order, to secure persons and property from danger and destruction, and to protect
13 the health, comfort, and convenience of the citizens of the municipality; and

14
15 WHEREAS, the City Council desires to protect the public health, safety, welfare and
16 environment regarding telecommunications facilities; and

17
18 WHEREAS, installation of small cell and other wireless telecommunications facilities
19 within the public right-of-way can pose a threat to the public health, welfare, safety, environment,
20 and property values either directly through the facilities themselves or indirectly by causing
21 changes to other facilities in the right of way; and

22
23 WHEREAS, wireless carriers and the companies that provide infrastructure to support the
24 wireless carriers are increasingly seeking to install antennas in public rights-of-way; and

25
26 WHEREAS, while the Prince George’s County Zoning Code regulates the installation of
27 telecommunications antennas and support structures in Hyattsville, the City has authority to
28 regulate such installations in City rights-of-way; and

29
30 WHEREAS, federal law significantly restricts local government authority to regulate the
31 installation of telecommunications facilities.

32
33 NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Hyattsville
34 in regular session assembled that Chapter 105, Article VII, Wireless Facilities and Supporting
35 Structures, and Article VII, Penalty Provisions, be hereby amended to read as follows:

36 THE CODE

37
38 Chapter 105

39
40 STREETS AND SIDEWALKS

41
42 Article VII Wireless Facilities and
43 Supporting Structures

44 * * *

1 **§ 105-45 Application for Permit Definitions**

2 As used in this chapter:

3 “Antenna” means that part of a wireless communications facility designed to radiate or receive RF
4 signals or electromagnetic waves for the provision of services, including, but not limited to,
5 cellular, paging, personal communications services and microwave communications.

6 “Applicant” means the person applying for a permit under this chapter, including the applicant’s
7 officials, employees, agents, and contractors.

8 “Collocation” means the same as defined by the FCC in 47 C.F.R. Section 1.40001(b)(2), as may
9 be amended, which defines that term as the mounting or installation of transmission equipment on
10 an eligible pole for the purpose of transmitting or receiving RF signals for communications
11 purposes. As an illustration and not a limitation, the FCC’s definition effectively means “to add”
12 and does not necessarily refer to more than one wireless communication facility installed at a single
13 site.

14 “Communications facility” means, collectively, the equipment at a fixed location or locations
15 within a City right-of-way that enables communications services, including: (1) radio transceivers,
16 antennas, coaxial, fiber-optic or other cabling, power supply, backup battery, and comparable
17 equipment, regardless of technological configuration; and (2) all other equipment associated with
18 any of the foregoing. A communications facility does not include the pole, tower or support
19 structure to which the equipment is attached.

20 “Communications support structure” means a proposed or existing pole located in the City right-
21 of-way or a pole proposed to replace an existing pole in the right-of-way to which communications
22 facilities are attached or proposed or intended to be attached.

23 “Director” means the Director of Public Works or his or her designee.

24 “FCC” means the Federal Communications Commission.

25 “Permittee” means the person that receives a permit to work in or install facilities, equipment or
26 structures in the right-of-way under this chapter and the person that owns facilities, equipment or
27 structures permitted to be installed under this chapter, including the permittee’s officials,
28 employees, agents, and contractors.

29 “Pole” means a single shaft of wood, steel, concrete, or other material at least 26 feet tall and
30 capable of supporting the equipment mounted thereon in a safe and adequate manner, including a
31 privately owned utility pole.

32 “Privately owned utility pole” means a utility pole that is not owned by municipal, County, or State
33 government.

34 “RF” means radio frequency or electromagnetic waves between 30 kHz and 300 GHz in the
35 electromagnetic spectrum range.

36

1 **§ 105-4546 Applications for permit**

2 A. The installation of wireless communications facilities and communications support
3 structures in a City right-of-way shall require a permit under this chapter. No permit shall be issued
4 with respect to the installation of wireless communications facilities or communications support
5 structures in, on or over any City street, sidewalk, or right-of-way unless and until the permit
6 applicant and the City have negotiated and executed a franchise or right-of-way use agreement
7 setting forth the terms and conditions, including fair compensation to the City, for the applicants'
8 use of the City right-of-way and, where applicable, lease payments for the use of any City-owned
9 poles or facilities.

10 B. In addition to the other information required by this article, an application for such a permit
11 shall submit the following information pertaining to particular sites or a proposed deployment:

12 (1) A technical description of the proposed facilities, along with detailed diagrams
13 accurately depicting all proposed facilities and support structures;

14 (2) A detailed deployment plan describing construction planned for the twelve-month
15 period following the issuance of the permit, and a description of the completed deployment;

16 (3) An engineering certification relating to the proposed construction signed by a
17 professional engineer licensed in Maryland;

18 (4) A statement describing the applicant's intentions with respect to co-location;

19 (5) A statement demonstrating the permittee's duty to comply with applicable safety
20 standards for the proposed activities in the City rights-of-way;

21 (6) In the case of a proposed attachment to a City-owned facility located in the City rights-
22 of-way, an executed attachment agreement with the City;

23 (7) In the case of a proposed attachment to an investor-owned utility pole in the rights-of-
24 way, an executed attachment agreement with the utility pole owner; and

25 (8) Such other information as the City Administrator may require.

26 C. The applicant shall pay a processing fee to the City at the time application to install wireless
27 facilities in a public right-of-way is made, in addition to any other fees required by this chapter or
28 by this Code generally. The amount of the fee shall be set by the City Administrator.

29 D. General findings required for issuance of permits regarding communications facilities and
30 communications support structures. A permit shall not be issued for the proposed installation of
31 communications facilities and communications support structures in the City right-of-way when
32 the location selected in the application is in an area where there is an overconcentration of
33 communications facilities or communications support structures, on or over the right-of-way, as
34 determined by the Director in the Director's reasonable discretion and judgment. Any
35 communications facilities and communications support structures installed in a City right-of-way,
36 including those attached to a structure in the right-of-way must:

1 1. Comply with all structural and safety standards specified by the Director;

2 2. Not obstruct pedestrian or vehicular traffic flow or sight lines, and not to obstruct
3 parking or the entering and exiting of persons from vehicles parked in the right-of-way.

4 3. Comply with the Americans with Disabilities Act;

5 4. If a communications support structure, have a diameter and height no greater than
6 the maximums established by the Director, but be tall enough to ensure that all attached
7 equipment is at least 15 feet above ground;

8 5. If a replacement communications support structure, be located within 2 feet of the
9 base of the previously existing communications support structure and at the same distance
10 from the edge of the travel lane, unless the Director determines that a different location is
11 preferable to facilitate pedestrian use of the right-of-way, vehicle and pedestrian sight
12 lines, or the City's use of the right-of-way;

13 6. If an antenna, be demonstrated to be the least visible antenna possible to accomplish
14 the coverage objectives;

15 7. For antennas, antenna mounts, and cabinets, be situated, screened, shrouded,
16 concealed or treated to minimize visual and acoustic impact (including having antennas
17 flush mounted to the extent reasonably feasible), as determined in consultation with the
18 Director. All antenna mounts shall be designed so as not to preclude possible future
19 collocation by the same or other operators or carries;

20 8. Have a color and finish for antennas, antenna mounts, cabinets and poles to be
21 determined in consultation with the Director to minimize visual impact to the
22 neighborhood, taking into consideration historic area designations and color and design
23 schemes for City facilities, commercial districts, and other areas with aesthetic guidelines;

24 9. Be designed to be resistant to unauthorized access, climbing, vandalism, and other
25 activities that result in hazardous situations, interception of communications or attractive
26 nuisances; and

27 10. Comply with such other requirements and conditions as the Director may determine
28 are appropriate.

29 E. The Director may require modifications to a proposed project before granting a permit and
30 impose conditions when granting a permit.

31 F. In the event of an unexpected repair or emergency, the responsible person may commence
32 such repair and emergency response work as required under the circumstances, provided that the
33 responsible person shall notify the City as promptly as possible of such repair or emergency work
34 and shall obtain a permit from the City for such work, if required, as soon as possible.

35

1 **§ 105-467 Communications Facilities and Communication Support Structures—**
2 **Requirements and Findings**

3 ~~A. Wireless facilities and support structures proposed to be located on streets, sidewalks or other~~
4 ~~rights of way in the City shall meet the following requirements: Communications facilities and~~
5 ~~communications support structures proposed to be located in the City right-of-way shall meet the~~
6 ~~following requirements:~~

7 1. ~~Absent a special finding by the City Administrator: Compliance with Section 105-~~
8 ~~46;~~

9 ~~(a) Wireless facilities may only be installed on existing utility poles or light poles;~~
10 ~~and~~

11 ~~(b) Only entities authorized by the Maryland Public Service Commission pursuant~~
12 ~~to Maryland Code Annotated, Public Utilities Article, §§ 5-410 and 8-103, as~~
13 ~~amended from time to time, may erect new poles in the City's right-of-way, and~~
14 ~~only then for the purpose of supporting telephone lines to provide telephone service.~~

15 2. ~~Any new pole, including a replacement pole, installed in City rights of way to~~
16 ~~support wireless facilities shall: Compliance with all relevant requirements of the Prince~~
17 ~~George's County Zoning Ordinance;~~

18 ~~(a) Comply with all structural and safety standards specified by the City~~
19 ~~Administrator;~~

20 ~~(b) Not obstruct pedestrian or vehicular traffic flow or sight lines;~~

21 ~~(c) Not exceed the average height of the existing streetlight poles or utility poles~~
22 ~~within the area extending 1,000 feet in any direction of the proposed structure;~~

23 ~~(d) Be designed to accommodate the co-location of at least three different wireless~~
24 ~~providers' antennas and related equipment;~~

25 ~~(e) If metal, be treated or painted with nonreflective paint, and in a way to conform~~
26 ~~to or blend into the surroundings; and~~

27 ~~(f) Comply with such other requirements and conditions as the City Administrator~~
28 ~~may conclude are appropriate to impose.~~

29 3. ~~Any wireless facilities installed on a pole or any other structure in the rights of way~~
30 ~~shall: Absent a specific finding by the Director, communications facilities may only be~~
31 ~~installed on existing utility poles, and only entities certified by the Maryland Public Service~~
32 ~~Commission pursuant to the Annotated Code of Maryland, Public Services and Utilities,~~
33 ~~Division I, Title 7 or Title 8, as amended, may erect or contract to erect replacement poles~~
34 ~~in the City's right-of-way. To allow the installation of an additional or replacement pole,~~
35 ~~the Director must find that~~

36 ~~a. Have an equipment box or boxes no greater in collective size than 17 cubic feet~~
37 ~~in volume with no one side/dimension exceeding 4.25 feet; Additional~~
38 ~~communications facilities are necessary in the location of the proposed pole to~~
39 ~~provide adequate telecommunications coverage; and~~

1 (b) ~~Have panel antennas no greater than two feet in height, and omni/dome antennas~~
2 ~~no greater than four feet in height and no wider than three feet in diameter; Existing~~
3 ~~poles do not have the capacity for the necessary communications facilities.~~

4 (c) ~~Have no more than three panel antennas per pole and no more than one~~
5 ~~omni/dome antenna per pole;~~

6 (d) ~~Have microwave dishes no greater than two feet in diameter, with no more than~~
7 ~~three microwave dishes per pole;~~

8 (e) ~~Be located and designed, including materials, color, and texture, so as to~~
9 ~~minimize visual impact on surrounding properties and as seen from the streets and~~
10 ~~sidewalks; and~~

11 (f) ~~Comply with such other requirements and conditions as the City Administrator~~
12 ~~may conclude are appropriate to impose.~~

13 4. If proposed to be attached to a privately-owned utility pole, be authorized by an
14 executed attachment agreement with the utility pole owner, setting forth, at a minimum,
15 the title, date and term of the agreement;

16 5. Be necessary in the location of the proposed facility to provide adequate
17 telecommunications coverage;

18 6. Allow up to but not more than three antennas per pole;

19 7. Have no exterior wiring if the pole on which it is mounted can accommodate
20 internal wiring or, if necessary, have exterior wiring enclosed in a shielded conduit; and

21 8. Comply with such other requirements and conditions as the Director may determine
22 are appropriate.

23 ~~B. Wireless facilities and support structures proposed to be located on streets, sidewalks or other~~
24 ~~rights-of-way in the City may be permitted upon a finding by the City Administrator that:~~
25 Communications facilities and communications support structures proposed to be located on City
26 rights-of-way may be permitted upon a finding by the Director that:

27 ~~1. The application complies with all standards and requirements set forth in § 105-~~
28 ~~46A; The application complies with all standards and requirements set forth in Subsection~~
29 ~~A;~~

30 ~~2. The location selected in the application is not in an area where there is an over-~~
31 ~~concentration of poles or other facilities in, on or over the streets, sidewalks or other rights-~~
32 ~~of-way; The applicant has submitted proof of insurance, documentation of compliance with~~
33 ~~federal RF emissions limitations, and a performance bond required under this Chapter;~~

34 ~~3. The location selected, and scale and appearance of the wireless facilities and~~
35 ~~support structures to be installed, are consistent with the general character of the~~
36 ~~neighborhood; The Prince George's County Telecommunications Transmission Facility~~
37 ~~Coordinating Committee has recommended the proposed installation if the installation is~~
38 ~~subject to review by the Prince George's County Telecommunications Transmission~~
39 ~~Facility Coordinating Committee.~~

1 4. ~~The applicant has agreed to and provided adequate insurance, bonding and~~
2 ~~indemnification to protect the City and its residents from injury or liability relating to or~~
3 ~~arising from the proposed facilities and structures; The installation will not harm any trees~~
4 ~~identified under Section 112-2 or the location of the installation minimizes the adverse~~
5 ~~impact of the installation on such trees to the extent reasonably possible given the need for~~
6 ~~communications coverage;~~

7 5. ~~The applicant has entered into the franchise or right-of-way use agreement with the~~
8 ~~City required by § 105-45A; and The installation work will be conducted in a manner that~~
9 ~~minimizes the adverse impact of the project upon trees identified under Section 112-2 to~~
10 ~~the extent reasonable, including the use of reasonable tree protection measures;~~

11 6. ~~The wireless facilities, if located in a residential area, do not generate any noise.~~
12 ~~All communications facilities associated with a communications support structure,~~
13 ~~including communications facilities associated with a proposed new antenna and pre-~~
14 ~~existing communications facilities, will be no more than the maximum volume determined~~
15 ~~by the Director;~~

16 7. The structure does not require antenna structure registration under 47 C.F.R.
17 Chapter 1, Part 17, as amended; and

18 8. Each support structure, antenna, and equipment cabinet are labeled with the identity
19 of the owner or owner's agent, a twenty-four (24) hour monitored phone number and email
20 address for reporting problems with the structure or facility, and a unique identification
21 number.

22 C. If the Director determines that any trees must be removed, the permit shall not be issued
23 until the applicant pays the cost of replacing such trees, in accordance with the tree replacement
24 requirements of Chapter 112, except that at least one replacement tree shall be required for each
25 tree that must be removed.

26 D. The Director may waive minor variances from the requirements of this section if the
27 variance does not jeopardize the public health, safety, or welfare.

28 E. Work permitted under this section shall be subject to the goals of Chapter 112, Urban
29 Forest, as set forth in Section 112-1, but shall be exempt from the procedural requirements of
30 Section 112-1, except as provided herein.

31 F. Upon installation of an antenna, the RF emissions for the antenna or, if applicable, the
32 cumulative RF emissions from the new antenna and any collocated antennas, shall be tested for
33 compliance with Federal limits. If an antenna exceeds Federal RF emissions limits or causes the
34 antennas collocated on a support structure to exceed Federal RF emissions limits, the newly
35 installed antenna must be removed by the applicant within five days at its own expense.

36 **§ 105-50 Permit Application—Contents.**

37 A. General Permit Application Requirements for All Installation Permit Applications Except
38 Driveway Apron Permit Applications. Applications for a permit under this chapter shall be filed
39 with the Director on forms provided by the Director. The application submission shall include,
40 wherever applicable, the following:

41 1. Right-of-way, name of street (if any) and width of right-of-way, abutting lots, GIS
42 location, north point, and scale;

1 2. The following information within 50 feet of the site:

2 a. Pavement plan, curb and gutter, sidewalks, curb cuts and driveways, and
3 dimensions;

4 b. Catch basins, inlets, culverts and other drainage structures, and dimensions;

5 c. Construction details, including cross section pavement, curb and gutter, details
6 of drainage structures, culverts, headwalls, etc.;

7 d. Grading plan and profile, showing existing grades and finishing grades;

8 3. A certificate from an independent licensed professional engineer that a proposed
9 installation is structurally sound;

10 4. A statement committing to comply with applicable safety standards for the proposed
11 activities in the City right-of-way;

12 5. Identity and contact information for the entity performing the work in the right-of-
13 way; and

14 6. Any additional data and detail required by the Director.

15 B. Potential Waiver of Requirements for All Installation Permit Applications. The Director
16 may waive plan detail requirements for any application to install attachments on existing structures
17 that does not involve excavation or the use of heavy equipment or vehicles outside of the paved
18 roadway.

19 C. Communications Facilities and Communications Support Structure Permit Applications.
20 In addition to the requirements of subsection (A) of this section, applicants for a permit to install
21 communications facilities or communications support structures must submit documentation with
22 the following information pertaining to a proposed deployment of communications facilities or
23 communications support structures:

24 1. A technical description of the proposed communication facilities or support
25 structures, including the purpose and intent of the proposed facilities or support structures,
26 a written description identifying the geographic service area for the subject installation,
27 photographs of the communications equipment to be installed, a description of the noise
28 emitted by the proposed facilities, an accurate visual impact analysis with photo
29 simulations, and a list of any existing antennas mounted on the support structure if the
30 application relates to a proposed collocation;

31 2. A site plan drawing indicating the proposed installation, right-of-way, name of
32 street (if any) and width of right-of-way, utility pole identification number if proposed
33 installation involves attachment to or replacement of an existing utility pole, abutting lots,
34 all trees in the right-of-way within 50 feet of the proposed project, north point, and scale;

35 3. A detailed deployment plan describing facilities planned to be installed by the
36 applicant for the 24-month period following the permit issuance anywhere in the City or
37 within 500 feet of City limits, including on private property and Maryland State and County
38 rights-of-way, and a description of the completed deployment;

39 4. A completed RF exposure guidelines checklist and proof of all applicable licenses
40 or other approvals required by the FCC; and

1 5. Such other information as the Director may require.

2 D. Driveway Apron Permit Applications. Driveway apron applicants shall provide the address
3 and lot and block number where construction is to be done and a drawing showing measurement
4 for the property, all buildings, all porches, all permanent walks, all other permanently installed
5 improvements and the size and location of the driveway to be installed.

6 **§ 105-55 Application requirements**

7 An application for a permit under this Chapter shall not be accepted by the Director unless and
8 until the required information is furnished, together with the necessary plans and specifications.

9 **§ 150-60 Application revision and resubmission.**

10 In cases where the plans and specifications submitted to the Director do not meet the minimum
11 construction standards as provided in this chapter, or if unusual conditions require a special
12 determination by the Director as to type of construction, the plans and specifications, with
13 necessary revisions noted appropriately thereon, shall be returned to the applicant for revision and
14 resubmission.

15 **§ 150-65 Examination of Application—Issuance of Permit**

16 The Director, upon receipt of a complete application for a permit, shall review the plans and
17 specifications of the proposed project and consider any public comment on the application and, if
18 satisfied that the plans meet the minimum construction standards as provided in Chapter 11.08 and
19 all other requirements of this chapter and associated administrative regulations have been complied
20 with, shall issue a permit. The Director may require modifications to a proposed project before
21 granting a permit and impose conditions when granting a permit. The Director may condition the
22 issuance of a permit upon the applicant’s payment of an escrow deposit or obtaining a bond to
23 cover costs of possible damage or other related problems to public property be paid to the City.
24 The amount of the escrow deposit or bond shall be determined by the Director based on the project
25 and shall be refunded after completion of the project with the approval of the Director, except as
26 provided otherwise in this chapter.

27 **§ 150-70 Approval of Plans Required.**

28 If a new subdivision or resubdivision is required, then no construction permit shall be issued by
29 the Director unless and until the Director has evidence in writing from the Maryland-National
30 Capital Park and Planning Commission that a preliminary plan and profiles and grades for the
31 subdivision in which the proposed highway, road, street or alley construction is located has been
32 approved by the Park and Planning Commission and by the Washington Suburban Sanitary
33 Commission, as applicable.

34 **§ 150-75 Permit fees**

35 A. Every applicant shall pay a permit application fee upon submission of the application. Such
36 fees shall not be refundable. The Director shall establish a permit application fee schedule that
37 allows the City to recover the actual cost of application processing, administration, review,
38 inspection, and certification of compliance of the completed installation, and such fees may be
39 increased if reasonably required to cover additional costs in cases such as when applications or
40 technology are unusually complex or the City needs to consult outside experts as part of the permit
41 review process.

1 B. An application for a permit shall not be processed by the Director until the required fee is
2 paid.

3 C. The Director shall require payment of an additional application fee if the Director
4 determines that material changes to an application after submission will materially increase the
5 time or costs of the permit review and treat the changed application as a new application for
6 purposes of any time limits for permit decisions under applicable law.

7 **§ 150-80 Permit fees—Not to be credited or returned**

8 Fees paid by any permittee whose permit has expired or become invalid shall not be credited
9 against the fees required for a new permit of the permittee. Fees for expired and invalid permits
10 shall not be returnable.

11 **§ 150-85 Expiration of Permits—Renewal.**

12 Permits shall be valid for a period of six months from the date of issuance. If any work under a
13 permit has not been commenced within this period, the permit shall be invalid, and a new permit
14 required before the project may be commenced.

15 **§ 150-87 Rental Fees**

16 The Director may establish, by regulation, rental fees associated with the use or placement of
17 communications facilities and/or communications support structures owned by the City or those
18 located on City owned property, which shall be assessed to permittees as specified in said
19 regulations.

20 **§ 150-90 Exceeding Permit Time Periods Prohibited**

21 A. No person without a permit shall make an excavation in any right-of-way or other public
22 space or remove from or deposit in the area any earth or other material.

23 B. No person shall exceed the time period granted by such permit in performance of the
24 project for which the permit was issued.

25 **§ 150-95 Conditions for Approval for all Communications Facilities and Support**
26 **Structures**

27 In addition to compliance with the requirements of this chapter, upon approval all permittees and
28 facilities shall be subject to each of the following conditions of approval, as well as any
29 modification of these conditions or additional conditions of approval deemed necessary by the
30 Director:

31 A. If new technology becomes available that reduces noise, RF emissions, or energy usage or
32 that reduces the size, visibility or obtrusiveness of a facility, the permittee shall replace outdated
33 facilities with current industry-standard facilities, after receiving all necessary permits and
34 approvals.

35 B. The permittee shall submit and maintain current at all times basic contact and site
36 information on a form to be supplied by the City. The permittee shall notify the City of any changes
37 to the information submitted within seven days of any change, including change of the name or
38 legal status of the owner or operator, and the emergency contact information shall be updated on
39 the pole as expeditiously as possible. This information shall include, but is not limited to, the
40 following:

1 1. Identity, including the name, address and 24-hour contact phone number of the
2 permittee, the owner, the operator, and the agent or person responsible for the maintenance
3 of the facility; and

4 2. The legal status of the owner of the communications facility or communications
5 structure, including official identification numbers and FCC certification if applicable.

6 C. The permittee shall provide the City with emergency contact information and promptly
7 respond to emergencies relating to its communications facilities and communications support
8 structures.

9 D. The permittee shall ensure that the facility, as mounted with any collocated facilities,
10 complies with the most current industry standards for size and regulatory and operational standards
11 that reduce noise, RF emissions, or energy usage or that reduce the size, visibility or obtrusiveness
12 of a facility including, but not limited to, RF emissions standards adopted by the FCC. Within 10
13 days upon commencement of operations, the permittee must submit a technically sufficient written
14 report by a qualified independent RF emissions engineer, certifying that the facility is in
15 compliance with such FCC standards.

16 E. If, at any time, the Director determines there is good cause to believe that the facility, as
17 mounted with any collocated facilities, may emit RF emissions that are likely to exceed FCC
18 standards, the Director may require the permittee to submit, within 10 days, a technically sufficient
19 written report certified by a qualified independent RF emissions engineer, certifying that the
20 facility is in compliance with such FCC standards.

21 F. The permittee shall pay for and provide a performance bond, which shall be in effect until
22 the facilities are fully and completely removed and the site reasonably returned to its original
23 condition, to cover permittee's obligations under these conditions of approval and the City Code.
24 The bond coverage shall include, but not be limited to, removal of the facility, and maintenance
25 obligations. The amount of the performance bond shall be set by the Director in an amount
26 reasonably related to the obligations covered by the bond and shall be specified in the conditions
27 of approval.

28 G. The permittee shall indemnify and hold harmless the City from any claims arising from the
29 installation and presence of the communications facilities and communications support structures
30 and shall maintain liability insurance naming the City as additional insured in coverage amounts
31 determined by the Director until the facilities are fully and completely removed.

32 H. The permittee shall defend, indemnify, protect and hold harmless the City, its officers,
33 officials, agents, consultants, employees, and volunteers from and against any and all claims,
34 actions, or proceedings against the City and its officers, officials, agents, consultants, employees
35 and volunteers to attack, set aside, void or annul an approval of the City concerning the permit and
36 the project. Such indemnification shall include damages, judgments, settlements, penalties, fines,
37 defensive costs or expenses, including, but not limited to, interest, attorneys' fees and expert
38 witness fees, or liability of any kind related to or arising from such claim, action, or proceeding.
39 The City shall promptly notify the permittee of any claim, action, or proceeding against which the
40 City seeks defense. Nothing contained herein shall prohibit City from participating in a defense of
41 any claim, action or proceeding, or revoking a permit and requiring the modification or removal
42 of an installation. The City shall have the option of coordinating the defense, including, but not
43 limited to, choosing counsel for the defense at permittee's expense.

1 I. Any modification, removal, or relocation of the facility shall be completed within 90 days
2 of written notification by the City unless exigencies dictate a shorter period for removal or
3 relocation. Modification or relocation of the facility shall require a permit. In the event the facility
4 is not modified, removed, or relocated within said period of time, the City may cause the same to
5 be done at the sole cost and expense of permittee. Further, due to exigent circumstances, the City
6 may modify, remove, or relocate wireless communications facilities without prior notice to
7 permittee provided permittee is notified within a reasonable period thereafter.

8 J. All work performed by the permittee in connection with the installation, connection,
9 maintenance, modification, or removal of the communications facilities and support structures
10 shall comply with Chapter 14.12, Noise Control, and the provisions of the Maryland Vehicle Law
11 regarding the idling of vehicles, and the storage and staging of equipment shall be conducted in
12 conformity with any requirements established for the work by the Director.

13 K. The permittee shall, at its sole expense, keep its communications facilities and
14 communications support structures in a safe condition and in good and neat order and repair.

15 L. The permittee shall repair, restore, or replace any portion of the right-of-way that is
16 damaged by its communications facilities and communications support structures or the
17 installation or maintenance thereof. The permittee authorizes the City to repair, restore, or replace
18 the damaged portion of the right-of-way and shall reimburse the City for the costs incurred if the
19 permittee fails promptly to perform the work.

20 M. The City retains the right to cut or remove any communications facilities and
21 communications support structures it deems necessary in response to a public emergency, and the
22 permittee shall be responsible for the cost of restoration.

23 N. The permittee promptly shall relocate or remove and replace, as appropriate, its
24 communications facilities and communications support structures upon written request by the City
25 when the City determines that the facility or structure materially interferes with the City's use of
26 the right-of-way. The permittee authorizes the City to remove its communications facilities and
27 communications support structures and shall reimburse the City for the costs incurred if the
28 permittee fails promptly to respond to a request from the City.

29 O. If the permittee ceases to operate or abandons any of its communications facilities or
30 communications support structures, it shall remove them within 60 days. If the permittee fails to
31 remove the abandoned facilities or support structures, the City may perform the work and collect
32 the reasonable cost thereof from the permittee.

33 P. All conditions of approval shall be binding as to the applicant, permittee and all successors
34 in interest.

35 **§ 150-100 Exceptions**

36 A. No City permit shall be required under this chapter to excavate any portion of a street that
37 is a part of the state highway system and for which a state permit is required under the provisions
38 of the Annotated Code of Maryland, Transportation, Section 8-646 as amended.

39 B. Exceptions pertaining to any provision of this chapter, including, but not limited to,
40 exceptions from findings that would otherwise justify denial, may be granted by the Director if the
41 Director makes the finding that:

42 1. Denial of the facility as proposed would violate Federal law, State law, or both; or

1 2. A provision of this chapter, as applied to applicant, would deprive applicant of its
2 rights under Federal law, State law, or both; or

3 3. Strict application of this chapter would be contrary to the public interest because
4 the harm to the public of strict application would be greater than the harm caused by
5 granting an exception.

6 C. An applicant may only request an exception under subsection (B) of this section at the time
7 of applying for a permit. The request must include both the specific provision(s) of this chapter
8 from which the exception is sought and the basis of the request. Any request for an exception after
9 the City has deemed an application complete and accepted shall be treated as a new application.

10 D. The applicant shall have the burden of proving that denial of the facility as proposed would
11 violate Federal law, State law, or both, or that the provisions of this chapter, as applied to applicant,
12 would deprive applicant of its rights under Federal law, State law, or both, using the evidentiary
13 standards required by that law at issue. The City shall have the right to hire an independent
14 consultant, at the applicant's expense, to evaluate the issues raised by the exception request and
15 shall have the right to submit rebuttal evidence to refute the applicant's claim.

16 **§ 105-105 Right-of-way maintenance and Administration fee.**

17 The owner of a communications facility or support structure shall pay an annual right-of-way
18 maintenance and administration fee within 15 days of the approval of the permit application and
19 on the anniversary date of the permit approval each year thereafter.

20 **§ 105-110 Violations and Enforcement**

21 A. A violation of this chapter and any regulations adopted to implement or enforce this chapter
22 is a Class A municipal infraction.

23 B. Each day that a violation of a term or condition of a permit continues shall constitute a
24 separate violation.

25 C. Each day that an installation for which the City has not issued a permit remains in the City
26 right-of-way shall constitute a separate violation.

27 D. The City may abate outstanding violations and charge the cost of abatement to the
28 responsible person.

29 E. In addition to all other means of enforcement provided for by law and in this chapter, the
30 City Administrator, Director, Code Enforcement Officers or police officers may issue a stop-work
31 order to any person who violates any provision of this Chapter or any regulations adopted to
32 implement or enforce this chapter. Any person who receives such a stop-work order shall
33 immediately cease work. The person shall comply with all terms and conditions imposed by the
34 stop-work order before the work may resume.

35 **§ 105-115 Waiver of Communications Facilities and Support Structure Fees for Public**
36 **Benefits.**

37 The Director, in consultation with the City Administrator, may waive or reduce application and
38 annual right-of-way maintenance and administration fees for communications facilities and
39 support structure installations and provide other benefits, excluding any that would weaken health
40 and safety protections, to applicants and permittees in exchange for public benefits to be provided
41 by the applicant or permittee, including, but not limited to, the installation of communications

1 facilities and support structures in underserved locations and the installation of connections to or
2 discounted service for multifamily rental facilities.

3 **§ 105-120 Regulations**

4 The Director shall endeavor to promulgate regulations to implement this Chapter within 90 days.
5 Such regulations shall include, but shall not be limited to, establishing application fees and right-
6 of-way maintenance and administration fees, requiring the posting of public notice of work in the
7 right-of-way, requiring the entity performing work in the right-of-way to attend a preconstruction
8 meeting, requiring that the timing of nonemergency work in the right-of-way be coordinated to
9 minimize traffic disruption or complications resulting from other construction activity taking place
10 in the City, establishing time frames for permit review, and establishing maximum volumes and
11 dimensions for antennas, equipment cabinets, and other communications facilities and support
12 structures.

13 **Article VIII Penalty Provisions**

14 § 105-48125 Violations and penalties.

15 ~~Violations of this chapter shall be punishable as a municipal infraction as provided in Chapter 20~~
16 ~~of this Code. The fine for any single initial violation shall be \$100 and the fine for each repeat of~~
17 ~~that offense shall be \$200.~~

18 A. A violation of this Chapter and any regulations adopted to implement or enforce this
19 Article is a municipal infraction, as provided in Chapter 20 of this Code. The fine for any single
20 initial violation shall be one half of the maximum fine allowed by MD. Local Government Code
21 Ann. § 6-102 (2021) and the fine for each repeat offense shall be equal to the maximum allowed
22 by MD. Local Government Code Ann. § 6-102 (2021)

23 B. Each day that a violation of a term or condition of a permit continues shall constitute a
24 separate violation.

25 C. Each day that an installation for which the City has not issued a permit remains in the City
26 right-of-way shall constitute a separate violation.

27 D. The City may abate outstanding violations and charge the cost of abatement to the
28 responsible person.

29 E. In addition to all other means of enforcement provided for by law and in this Article, the
30 City Administrator, Director, Code Enforcement Officers or police officers may issue a stop-
31 work order to any person who violates any provision of this Chapter or any regulations adopted
32 to implement or enforce this Chapter. Any person who receives such a stop-work order shall
33 immediately cease work. The person shall comply with all terms and conditions imposed by the
34 stop-work order before the work may resume.

36 **AND BE IT FURTHER ORDAINED** that a fair summary of this ordinance shall
37 forthwith be published in twice in a newspaper having general circulation in the City and otherwise
38 be made available to the public;

39 **INTRODUCED** by the City Council of the City of Hyattsville, Maryland, at a regular
40 public meeting on _____.

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ADOPTED by the City Council of the City of Hyattsville, Maryland at a regular public meeting on _____.

Adopted: _____

Attest: _____
Laura Reams, City Clerk Robert Croslin, Mayor

Effective Date: _____.

Explanatory Note:

- 1. Underlining indicates language being added to the Code.
- 2. ~~Strikethrough~~ indicates language being deleted from the Code.



Memo

To: Tracey Douglas, City Administrator
From: Lesley Riddle, Director of Public Works
CC: Hal Metzler, Deputy Director of Public Works
Date: 10/24/2022
Re: Draft City Ordinance 5G Permits

With the introduction of new global wireless internet service several years ago, local municipalities began to research the impact of the new communications hardware being deployed on existing infrastructure. 5G internet, the latest internet technology, is so named as it is the fifth generation of mobile communications. High-speed internet provides users with a seamless and faster internet capacity; "This next generation of technology promises consumers faster data rates with lower delays in transmitting data. It also promises more capacity for a more efficient network. 5G is being designed with flexibility in mind, to support future services and applications that may not even exist today" (fcc.gov/5G). Several years ago, the City of Hyattsville enacted an emergency ordinance about this technology to address the growing concerns from residents and staff. Two years ago, the City Council approved a contract with our current engineering firm, JMT, to assist City staff with researching and creating a more reasonable ordinance that considers the benefits and challenges with 5g installations within the public right of way.

City staff working with JMT reviewed several existing ordinances of local municipalities with up-to-date regulations related to 5G installations. A draft ordinance was crafted and reviewed by the City Attorney for legal sufficiency. The draft ordinance addresses residents' concerns while considering unnecessary regulations that would unfairly affect the communications industry and their capacity to upgrade our existing systems. The City's existing regulations do not sufficiently address our permit process for right of way (ROW) access to and for 5G installations and does not include the impact of radio frequency or electromagnetic waves on the greater environment.

When the City initially enacted the current code language, the size and mode of the equipment was very bulky and impacted both the pole equipment and the equipment installed on the ground. Currently, the 5G equipment is much smaller and typically will only be installed on the existing PEPCO poles and existing infrastructure. With smaller equipment impact, the overall aesthetic impact to the city should be minimal and the draft code changes give City staff an appropriate vehicle for review and compliance. Overall, city staff feel that the draft code for 5G regulations will meet the City's needs for both current and future installations of 5G in the City ROW.

References:

Federal Communications Commission; America's 5G Future
<https://www.fcc.gov/5G>



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-180-FY23

12/19/2022

13.a.

Submitted by: At the Request of the City Administrator
Submitting Department: Community & Economic Development
Agenda Section: Discussion

Item Title:

Authorization for Temporary Use Lease Agreement

Suggested Action:

For discussion.

Summary Background:

The City of Hyattsville and Urban Investment Partners (UIP) have been in regular communication regarding the construction of the Canvas development, a 350,000 sq.ft. mixed-use development that is under construction and scheduled to be completed in Summer 2024.

The development site is adjacent to Hyattsville Elementary School, Renaissance Square Artist Housing, Crossover Church and commercial office buildings along the western portion of Hamilton Street, all of which are fully developed lots. The site work for the project is nearing completion and UIP is preparing to stage pre-cast sections of the structured parking garage, which will anchor the rear of the development site. UIP has requested the City's assistance in identifying a suitable location for staging of materials for this phase of the project in order to mitigate negative impacts associated with the staging and placement of construction materials. This phase of work is scheduled to commence in January 2023 and be completed in 4-6 months.

The City has identified the vacant City-owned parcel located at 4508 Hamilton Street, which does not have any improvements.

Next Steps:

Staff is requesting authorization to proceed on either December 19th or January 9th to ensure adequate time for circulation of the use agreement.

Fiscal Impact:

The City will received \$10,000 from the leasee for use of the site and to cover all related restoration costs.

City Administrator Comments:

Recommend approval

Community Engagement:

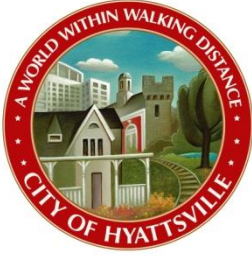
The site does support parking and ancillary programming for events hosted by the non-profit SoHy, which primarily has hosted events at the adjacent property at 4501-4505 Hamilton Street. The City does not have any contractual agreements with SoHy for use of this property, but we believe that SoHy could continue use of 4501-4505 Hamilton Street through the majority of 2023, should the Council authorize an amendment to the prior use agreement.

Strategic Goals:

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

Legal Review Required?

Pending



Memo

To: City Council
From: Jim Chandler, Assistant City Administrator and Director, Com. & Econ. Development
CC: Tracey Douglas, City Administrator
Lesley Riddle, Director, Public Works
Hal Metzler, Deputy Director, Public Works
Date: December 13, 2022
Re: Authorization for Temporary Use Lease Agreement

The purpose of this memorandum is to provide the City Council with background information and a recommendation to authorize the City Administrator to execute a Temporary Use Lease Agreement for the City parcel at 4508 Hamilton Street Hyattsville.

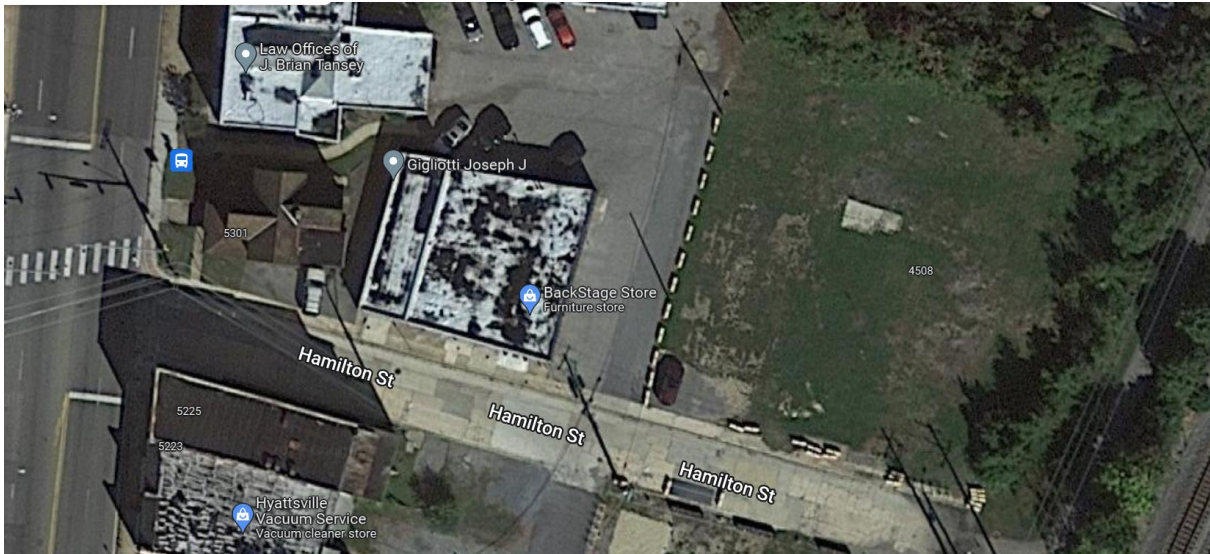
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The City has identified the City-owned parcel located at 4508 Hamilton Street, a 16,900 vacant lot, which does not have any improvements. An image of the subject parcel is included as Exhibit A

Exhibit A. Aerial of 4508 Hamilton Street, Hyattsville



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The City has received a similar informal request for use of the site by Prince George’s County Public Schools as a staging site for the redevelopment of Hyattsville Elementary School (2024-2026). While the City would ordinarily require a bond for such use, given that the parcel may be subject to use to another user, it is recommended that the terms of the use/lease include a flat fee of \$10,000, which would cover the costs of restoration activities after the user’s term has expired.

The terms of the lease would include insurance requirements and liability to ensure that the City is protected should equipment being stored on the site were damaged or lost.

Recommendation

Staff is recommending the Council authorize the City Administrator to execute a Temporary Lease/Use Agreement with Urban Investment Partners for use of the subject property at 4508 Hamilton Street, Hyattsville, upon review by the City Attorney for legal sufficiency.



City of Hyattsville

Hyattsville Municipal Bldg
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Hyattsville, MD 20781
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www.hyattsville.org

Agenda Item Report

File #: HCC-179-FY23

12/19/2022

13.b.

Submitted by: Councilmember Ben Simasek
Submitting Department: Legislative
Agenda Section: Discussion

Item Title:

Bring Your Own Bags

Suggested Action:

I move that the Mayor and Council authorize the City Attorney to draft an ordinance regulating carryout bags from retail and food service establishments in the City of Hyattsville. The ordinance shall prohibit the provision of plastic bags at the point of sale for customers. Businesses shall be required to charge customers a minimum 10 cent fee for paper or other reusable carryout bags in order to incentivize customers to bring their own bags.

Summary Background:

Pollution from plastics contributes to an array of environmental problems, from the harmful effects and greenhouse gas emissions from the extraction of fossil fuels and the production process to the downstream impacts of litter on animal and ecosystem health and the presence of microplastics in our waterways and even in our bodies.

Given Hyattsville is bordered by the two major tributaries of the Anacostia River and is part of the broader Chesapeake Bay watershed, our city has a duty to be a responsible steward of these local waterways. Plastic carryout bags are one type of litter likely to be found in our local parks and rivers since they are both ubiquitous and easily carried by the wind and street runoff. They are not accepted by the County's recycling facility. When they are improperly disposed of in the recycling bin, plastic bags can clog machinery and create a safety hazard.

Single-use paper carryout bags also pose human health and environmental hazards. The manufacture of paper carryout bags requires the felling of massive numbers of trees, large amounts of water and energy, and toxic chemicals. It is a major source of air pollution, acid rain, and water pollution, with associated health and environmental impacts.

The dual objective of this ordinance is to reduce plastic pollution and incentivize reusable bag use. By both banning plastic carryout bags and requiring retailers to charge a minimal fee for paper bags, Hyattsville can incentivize reusable bag use, allow retailers to offset the cost of providing paper bags, which are generally more expensive than plastic, and ensure that these costs aren't indirectly borne by shoppers who do not use disposable bags. The City of Hyattsville could sell branded reusable bags at cost for use at local grocery stores as well as provide them to free to residents at city events or for pick-up at the municipal building.

Several jurisdictions in Maryland have already adopted legislation banning single-use plastic carryout bags (Chestertown, Laurel, Takoma Park, Westminster), taxing single-use carryout bags (Howard County, Montgomery County), or the "best practice" policy we advocate for Hyattsville that combines a plastic bag ban with a charge for paper and other carryout bags (Easton, Baltimore, and Salisbury).

In 2019, the Prince George's County's Sierra Club conducted a survey of 7,964 shoppers at 48 grocery stores countywide, including three stores and 487 shoppers in the city of Hyattsville. While shoppers in Hyattsville were found to be more

likely to use reusable bags than across the whole county, still 76% of those surveyed used disposable bags, virtually all of them plastic. The Sierra Club study found that among the 13 grocery stores in the county that don't offer single-use plastic carryout bags and charge for paper and reusable bags, only 5.9% of 1,550 shoppers surveyed opted for disposable bags.

In neighboring Montgomery County, where a 5-cent tax on plastic and paper carryout bags is mandatory county-wide, the Sierra Club's survey found that 41% of shoppers used disposable bags, compared to 88% across Prince George's County. Evidently, charging a fee for disposable bags influences shoppers' behavior, even if the cost is nominal.

Evidence from the City of Laurel, which banned plastic carryout bags as of January 2022 but placed no charge on paper carryout bags, underscores the need to create additional incentives for shoppers to shift to reusable bags. While plastic carryout bags disappeared at grocery stores, reusable bag use rose from 5% to only 14%. Use of single-use paper bags offered for no charge rose from less than 1% to 68%.

At the state level, the Plastic and Packaging Reduction Act (HB209), introduced by Delegate Lierman and Senator Augustine in the 2020 General Assembly, would have banned plastic carryout bags and required stores to charge (and keep) at least 10 cents for paper and other bags. In 2021, the bill was reintroduced as the Plastic Bag Reduction Act, a ban on plastic bags without a charge for paper. That bill also failed to pass. Both years, the bills passed the House but not the Senate, and their effectiveness was severely compromised by amendments in 2020 removing a charge for paper and reusable bags, which would have incentivized reusable bag use.

No statewide carryout bag bill was introduced in the 2022 General Assembly. Across the country, statewide plastic carryout bag legislation hasn't gained traction until many local jurisdictions have taken action first. The proposed Hyattsville ordinance will not only effectively reduce the environmental impact of single-use carryout bags locally, but passage of a municipal bill will contribute to the critical mass of local bills needed to catalyze state-wide legislation that incorporates a "best practice" policy.

ANTICIPATED STAFF RESOURCES REQUIRED TO IMPLEMENT:

Counsel's time spent reviewing, drafting ordinance. Communications team's time to inform residents, Economic Development team to orient businesses.

SUPPORTING DOCUMENTATION:

[The negative environmental effects of plastic shopping bags | International Bar Association \(ibanet.org\)](https://www.ibanet.org/article/76F8D2A9-1A1D-4A2F-8A6F-0A70149FD4D5)

[<https://www.ibanet.org/article/76F8D2A9-1A1D-4A2F-8A6F-0A70149FD4D5>](https://www.ibanet.org/article/76F8D2A9-1A1D-4A2F-8A6F-0A70149FD4D5)

[Prince George's Sierra Club briefing to HEC](#)

[Maryland Plastic Bag and Packaging Reduction Act \(HB 209-2020\)](#)

[<https://mgaleg.maryland.gov/2020RS/bills/hb/hb0209T.pdf>](https://mgaleg.maryland.gov/2020RS/bills/hb/hb0209T.pdf)

[Assistant Attorney General's letter to Delegate Lehman](#)

[Sierra Club - Chesapeake Legal Alliance Brief <https://www.sierraclub.org/sites/www.sierraclub.org/files/sce/maryland-chapter/Campaigns/ZeroWaste/CLA%20-%20Plastic%20Bag%20Ban%20%28Municipalities%29_Final.pdf>](https://www.sierraclub.org/sites/www.sierraclub.org/files/sce/maryland-chapter/Campaigns/ZeroWaste/CLA%20-%20Plastic%20Bag%20Ban%20%28Municipalities%29_Final.pdf)

Next Steps:

The City Attorney will draft an ordinance with the input and support of council to be introduced in a future meeting. We have model language for an ordinance, based on lessons learned from legislation adopted elsewhere.

Fiscal Impact:

Cost of City of Hyattsville providing additional city-branded reusable shopping bags to residents.

City Administrator Comments:

Click or tap here to enter text.

Community Engagement:

Communications team's time to inform residents, Economic Development team to orient businesses.

Strategic Goals:

Goal 3 - Promote a Safe and Vibrant Community

Legal Review Required?

Pending

Hyattsville Carryout Bag Ordinance (DRAFT)

Intent: To Incentivize reusable bag use and reduce the harmful effects of plastic waste.

Definitions

(A) (1) In this section the following words have the meanings indicated.

(2) “Food Service Facility” has the meaning stated in §21-301 of the Health-General Article.¹

(3) (I) “Plastic carryout bag” means a plastic bag that is provided by a retail establishment to a customer at the point of sale and is not a reusable carryout bag.

(II) “Plastic carryout bag” includes a compostable plastic carryout bag that meets the specifications of the American Society of Testing and Material International Standard Specification for Compostable Plastics D6400.

(III) “Plastic carryout bag” does not include a plastic bag used to package or contain:

1. Bulk items, including fruit, vegetables, nuts, grains, candy, or small hardware items;
2. Fresh meat or seafood;
3. Flowers, potted plants, or other damp items;
4. Unwrapped prepared foods or bakery goods; or
5. Dry-cleaned clothes, including suits, jackets, and dresses; or
6. To take live fish, insects, mollusks, or crustaceans away from the retail establishment.

(4) “Reusable carryout bag” means a bag with stitched handles that is specifically designed and manufactured for multiple reuse and is made of: (1) cloth or other washable fabric; or (2) a durable material suitable for multiple re-use that is not made of plastic film.

(5) “Retail establishment” means a store, a food service facility, or any other establishment that provides bags to its customers as a result of the sale of a product.

Ban on plastic carryout bags & charge for other carryout bags

(B) On or after [date], a retail establishment may not provide a plastic carryout bag to a customer.

(C)(1) On or after [same date], a retail establishment shall charge, collect, and retain at least 10 cents for each paper carryout bag and reusable carryout bag that it provides to a customer.

(2) A retail establishment may not advertise, hold out, or state to the public or to a customer, directly or indirectly, that reimbursement of any part of the money collected under paragraph (1) of this subsection will be assumed or absorbed by the store or refunded to the customer.

(3) A retail establishment shall indicate on the consumer transaction receipt the number of paper and reusable carryout bags provided by the store and the total amount of money charged.

¹ The definition of food service facility in the Maryland Code is provided at the end of this document. In this ordinance, a “retail establishment” includes restaurants.

Penalties

(D) Subject to subsection (E) of this section, a retail establishment that violates this section is subject to a civil penalty not exceeding \$X.

(E)(1) (I) The provision of one or more plastic carryout bags at a single point of sale is a single violation.

(II) The failure to charge the amount of money required under subsection (C)(1) of this section for the provision of one or more paper or reusable carryout bags at a single point of sale is a single violation.

(2) A penalty may not be imposed under this section unless a retail establishment is first issued a written notice of violation.

(3) Each day that the retail establishment commits a violation constitutes a separate offense.

Note: Definition of “food service facility” in §21-301 of the Health-General Article, Maryland code:

“(h)(1)Food service facility” means:

- (i) A place where food or drink is prepared for sale or service on the premises or elsewhere; or
- (ii) Any operation where food is served to or provided for the public, with or without charge.

(2) “Food service facility” does not include:

- (i) A kitchen in a private home where food is prepared at no charge for guests in the home, for guests at a social gathering, or for service to unemployed, homeless, or other disadvantaged populations;
- (ii) A food preparation or serving area where only non-potentially hazardous food, as defined by the United States Food and Drug Administration, is prepared or served only by an excluded organization;
- (iii) A location in a farmer's market or at a public festival or event where raw agricultural products, as defined in §21-304(d)(1)(iii) of this subtitle, are sold; or
- (iv) A cottage food business.