

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_v7ZX2AQyTuy1VC1EUDc8xg

Monday, July 18, 2022

7:00 PM

Virtual

City Council

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

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

Meeting Notice:

As we continue to take precautions due to the COVID-19 (Coronavirus) pandemic, the Hyattsville City Council will hold its meeting on Monday, July 18, 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-7-FY23](#)

I move that the Mayor and Council approve the minutes of the Council meeting of June 21, 2022.

Sponsors: City Administrator

Department: City Clerk

Attachments: [MeetingMinutesJune_21_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**

6a. Main City Calendar: July 19, 2022 - August 1, 2022[HCC-5-FY23](#)

N/A

Sponsors: City Administrator**Department:** City Clerk**Attachments:** [City Calendar July 19, 2022-August 1, 2022](#)**7. City Administrator Update****8. Presentations (7:30 p.m. - 8:00 p.m.)****8.a. Special Ward 2 Election Presentation**[HCC-24-FY23](#)

Presentation Only

Sponsors: City Administrator**Department:** City Clerk**Attachments:** [Ward 2 Special Election - July 18 Presentation](#)**8.b. Update on See, Click, Fix: Citizen Request Software**[HCC-25-FY23](#)

Presentation Only.

Sponsors: City Administrator**Department:** City Clerk**Attachments:** [My Hyattsville](#)**Appointments (8:00 p.m. - 8:05 p.m.)****a. Appointment to the Educational Facilities Task Force**[HCC-3-FY23](#)

I move that the Mayor and Council approve the appointment of Justine Christianson (Ward 2) to the Educational Facilities Task Force for a term of two (2) years to expire on July 18, 2024.

Sponsors: Waszczak, Denes and Peabody**Department:** City Clerk**Attachments:** [Christianson EFTF Ward 2 redacted](#)

b. Appointment to the Ethics Commission [HCC-4-FY23](#)

I move that the Mayor, with Council approval, appoint Mark Graham (Ward 2) to the Ethics Commission for a term of three (3) years to end on July 18, 2025.

Sponsors: Croslin

Department: City Clerk

Attachments: [Graham Ethics Commission Ward 2 redacted](#)

9. Consent Items (8:00 p.m. - 8:05 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.

9.a. Resolution 2022-07: Designating the Ward 2 Special Election as Vote-by-Mail [HCC-1-FY23](#)

I move that the Mayor and Council adopt Hyattsville Resolution 2022-07, a resolution whereby the City Council notifies the City's Board of Elections to fill the vacancy in the office of the Ward 2 Council Member by a special election, declares the City's 2022 special Ward 2 election to be a vote-by-mail election (INTRODUCTION & ADOPTION).

Sponsors: City Administrator

Department: City Clerk

Attachments: [Resolution 2022-07 - Special Mayoral Vote by Mail Election 06.28.22](#)
[EIC_FINAL](#)
[BOSE Letter to City Council June 30 2022](#)

9.b. Police Communications Agreement with the City of Hyattsville and City of Mount Rainier [HCC-2-FY23](#)

I move that Mayor and Council authorize the City Administrator to execute an agreement with the City of Mt. Rainier which allows the Hyattsville Police Department to provide radio dispatching services and incoming calls for police services (both emergency and non-emergency). This agreement is for a term of one (1) year.

Sponsors: City Administrator

Department: Police Department

Attachments: [Communications Agmt Mt. Rainie 062922 - KCK](#)

9.c. FY23 Budget Appropriation: No Kid Hungry Grant Award [HCC-8-FY23](#)

I move that the Mayor and Council accept and appropriate, in the FY23 budget, a grant award from No Kid Hungry in the amount of \$6,000 for support of the City's efforts to alleviate immediate food insecurity in our city and surrounding municipalities.

Sponsors: City Administrator

Department: City Clerk

Attachments: [Grant Agreement for City of Hyattsville No kid hungry FY23 \(1\)](#)

9.d. FY23 - Landscaping Contract Expenditure [HCC-9-FY23](#)

I move that the Mayor and Council authorize an expenditure not to exceed \$75,000 to Professional Lawn Maintenance Services (PLMS) for the FY23 portion of the existing landscaping contract.

Sponsors: City Administrator

Department: Public Works

9.e. FY23 - Alley Maintenance Contract Expenditure [HCC-10-FY23](#)

I move that the Mayor and Council authorize an expenditure to Professional Lawn Maintenance Services (PLMS) for an amount not to exceed \$35,000 for the FY23 portion of the contract.

Sponsors: City Administrator

Department: Public Works

9.f. Adirondack Tree Experts Contract - Option Year 4 [HCC-12-FY23](#)

I move that the Mayor and Council authorize the City Administrator to execute option year four (4) of the Urban Tree Care contract with Adirondack Tree Experts and authorize an expenditure not to exceed \$185,000 for continued services.

Sponsors: City Administrator

Department: Public Works

9.g. Approval of Funding for FY23 Lease of 4629 Arundel Place [HCC-13-FY23](#)

I move that the Mayor and Council authorize an expenditure of \$42,000 to Phu Than Neuyen for the lease of 4629 Arundel Place from July 1, 2022 - June 30, 2023 pending legal review.

Sponsors: City Administrator

Department: Public Works

9.h. Construction of a Submerged Gravel Wetland [HCC-14-FY23](#)

I move that the Mayor and Council authorize an expenditure not to exceed \$170,000 to Stormwater Maintenance, LLC (dba SMC) for the construction of the 42nd Place submerged gravel wetland.

Sponsors: City Administrator

Department: Public Works

Attachments: [42nd Place Submerged Gravel Wetland SMC Proposal](#)

9.i. Purchase of two Mobile Refuse Collection Trucks [HCC-15-FY23](#)

I move that the Mayor and Council authorize the City Administrator to enter into an agreement with GranTurk to purchase two mobile refuse collection trucks for an amount not to exceed \$500,000 pending legal review.

Sponsors: City Administrator

Department: Public Works

Attachments: [City of Hyattsville Sourcewell Quote](#)

9.j. Purchase of Samsara Vehicle Gateways [HCC-16-FY23](#)

I move the Mayor and Council authorize the City Administrator to the enter into an agreement to purchase Samsara Vehicle Gateways from CDW-G for an authorized expenditure not to exceed \$45,000 pending legal review.

Sponsors: City Administrator

Department: Public Works

Attachments: [MTKH056](#)

9.k. Vehicle Maintenance Agreement - Hyattsville Volunteer Fire Department [HCC-18-FY23](#)

I move the Mayor and Council authorize the City Administrator to approve the Vehicle Maintenance Agreement with the Hyattsville Volunteer Fire Department (HVFD) for the City of Hyattsville to provide vehicle maintenance services to HVFD.

Sponsors: City Administrator

Department: Public Works

Attachments: [HVFD contract 5.31.22 -LR Review](#)

9.l. Hyattsville Ordinance 2022-03: Authorizing the Issue and Sell of General Obligation Bond Anticipation Notes (SECOND READING & ADOPTION) [HCC-23-FY23](#)

I move that the Mayor and Council adopt Hyattsville Ordinance 2022-03 authorizing and empowering City of Hyattsville to issue and sell from time to time one or more series of (1) general obligation bonds in an aggregate principal amount **NOT** to exceed Eleven Million Two Hundred Fifty Thousand Dollars (\$11,250,000), and (2) general obligation bond anticipation notes in an aggregate principal amount not to exceed Eleven Million Dollars (\$11,000,000), and (3) general obligation refunding bonds provided that the aggregate principal amount of any series of refunding bonds shall not exceed one hundred thirty percent (130%) of the aggregate principal amount of the bonds refunded therefrom.

The ordinance requires the proceeds of the sale of the bonds to be used and applied for the public purpose of financing, reimbursing or refinancing costs of the project identified as 3505 Hamilton Street Public Safety Building, together with related costs; specifies the amount of the bonds and the bond anticipation notes to be allocated to the project, provides that each series of the authorized bonds, bond anticipation notes and refunding bonds may be sold at public sale or private sale; authorizes the City Council to determine or provide by resolution for various matters relating to the authorization, sale, security, issuance, delivery, payment, and redemption or repayment of and for each series of bonds; City pledges its full faith and credit and unlimited taxing power to the payment of debt service on the bonds and provides for the imposition of ad valorem taxes sufficient for such purposes. Details of any series of the bonds to be issued shall be determined or provided for by resolution of the City Council.

Sponsors: City Administrator

Department: City Clerk

Attachments: [Ordinance 2022-03 Issuance of BANs](#)

9.m. 2022 Memorandum of Understanding with Capital Area Food Bank for Monthly Mobile Market [HCC-26-FY23](#)

I move that the Mayor and Council authorize the City Administrator to enter into a Memorandum of Understanding with the Capital Area Food Bank for the establishment of a Mobile Market to include the monthly receipt and distribution of fresh produce at David C. Driskell Park.

Sponsors: City Administrator

Department: Community Services

Attachments: [COH -MOU](#)

9.n. FY23 Budget Amendment: Gas Powered Leaf Blower Ban Communications Needs [HCC-27-FY23](#)

I move the Mayor and Council approve and appropriate an increase of \$6,500 in the FY23 communications budget in the general fund for the design, printing, and distribution of communications to residents about Hyattsville's Gas Leaf Blower Ban and Trade-In Program.

Sponsors: City Administrator

Department: City Clerk

9.o. Letter of Support for Habitat for Humanity Partnership Grant Opportunity [HCC-28-FY23](#)

I move that the Mayor and Council authorize the City Administrator provide a letter to support the application submitted by Habitat for Humanity Metro Maryland ("HFHMM") to the Maryland Department of Housing and Community Development's National Capital Strategic Economic Development Fund Program ("NED") for the HFHMM Repair Accessibility Modification Program (RAMP) - Critical Repair, Accessibility and Weatherization Program, (the "Program").

Sponsors: City Administrator

Department: Community Services

Attachments: [COH RAMP Letter of Support](#)
[MOU RAMP HHMM HAP 6.13.22 \(1\)](#)

10. Action Items (8:05 p.m. - 9:35 p.m.)

10.a. Hyattsville Resolution 2022-08: Authorizing the Issue and Sell of General Obligation Bond Anticipation Notes (INTRODUCTION & ADOPTION) [HCC-6-FY23](#)

I move that the Mayor and Council introduce and adopt Hyattsville Resolution 2022-08 authorizing the issuance and sale of the City's general obligation bond anticipation notes in an original aggregate principal amount not exceeding Eleven Million Dollars (\$11,000,000).

The resolution requires that the proceeds of the sale of the notes be used and applied for the public purpose of financing or reimbursing costs of the project identified as the 3505 Hamilton Street Public Safety Building, together with related costs, specifies the form and tenor of the notes, authorizes the sale thereof at private sale through a private placement or direct purchase transaction and specifies other details relating to the issuance, sale and delivery of the notes.

The resolution authorizes the Treasurer to determine certain terms and details in connection with the issuance, sale and delivery of the notes and provides for the appropriation, disbursement, and investment of the proceeds of the notes. The resolution pledges the City's full faith and credit and unlimited taxing power to the payment of debt service on the notes and provides for the imposition of ad valorem taxes sufficient for such purposes.

Sponsors: City Administrator

Department: Finance

Attachments: [Resolution 2022-08 Issuance and Sale General Obligation Bonds 3505 Hamilton St REV071422](#)

10.b. Election of Council President [HCC-17-FY23](#)

I move that the Mayor and Council elect Ward 5 Council Member Joseph A. Solomon as Council President.

Sponsors: Haba

Department: City Clerk

10.c. Community Planning Facilitation and Strategic Planning Consulting Services [HCC-29-FY23](#)

I move that the Mayor and Council accept the proposal submitted by Assedo Consulting LLC, 6100 Chevy Chase Drive, Suite 101, Laurel, Maryland 20707, for the purpose of facilitating and providing technical assistance in the development of the City's 2023 Community Sustainability Plan and authorize the City Administrator to execute a contract for services, not to exceed \$45,000, upon the review and approval by the City Attorney for legal sufficiency.

Sponsors: City Administrator

Department: Community & Economic Development

Attachments: [Memo - Community Sustainability Plan - Contract - 7.18.2022 Planning Consulting Services RFP - Posted](#)

11. Discussion Items (9:35 p.m. - 9:00 p.m.)**11.a. FY23 Hyattsville Life and Times Contract**[HCC-20-FY23](#)

For discussion. Proposed motion below.

I move the Mayor and Council authorize the City Administrator to enter a three-year contract with Streetcar Suburbs for City advertising in the Hyattsville Life & Times at a cost not to exceed \$38,770 for FY23, with a total cost not to exceed \$124,650 for the three-year term. This contract is subject to the review and approval by the City Attorney for legal sufficiency. I further move the Mayor and Council amend the FY23 Communications Budget in the amount of \$6,850 to support the increase in contractual value for this contract.

Sponsors: City Administrator

Department: Communications

12. Council Dialogue (9:00 p.m. - 9:10 p.m.)**13. Motion to Adjourn**



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Agenda Item Report

File #: HCC-7-FY23

7/18/2022

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 minutes of the Council meeting of June 21, 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

Tuesday, June 21, 2022

7:00 PM

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Virtual

City Council

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

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1. Call to Order and Council Roll Call**Also Present:**

City Administrator-Tracey Douglas
City Treasurer-Ron Brooks
Chief of Police-Jarrold Towers
Director of Public Works-Lesley Riddle
Deputy Director of Public Works-Hal Metzler
BOSE Chair-Zach Peters
Deputy City Administrator-Suzanne Ludlow
City Clerk-Laura Reams

The meeting was called to order at 7:06 p.m.

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

2. Pledge of Allegiance to the Flag

3. Approval of Agenda

Agenda amended:

1) MODIFY Action Item 10.b) HCC-413-FY22, Hyattsville Ordinance 2022-03: Authorizing the Issue and Sell of General Obligation Bond Anticipation Notes (INTRODUCTION & FIRST READING)

a. The motion language has been modified for item (1) as follows:

“(1) general obligation bonds in an aggregate principal amount NOT to exceed Eleven Million Two Hundred Fifty Thousand Dollars (\$11,250,000)”,

2) MODIFY Consent item 9.f) Disbursement of Ward 1 Discretionary Funds

a. The motion language has been modified as follows (change in bold):

I move that the Mayor and Council approve the disbursement of Ward 1 discretionary funds in the amount of **\$163.39** to pay for a Zoom account for the free Hyattsville Community Yoga class, \$500 to the SoHy Co-op for placemaking of The Spot, **and \$500 to Tired Parents of Hyattsville for community outreach.**

3) ADD (Councilmember Schaible) Motion HCC-06212-FY22 Disbursement of Ward 2 Discretionary Funds

I move that the Mayor and Council approve the disbursement of Ward 2 discretionary funds up to \$500 to pay for food and non-alcoholic drink at Los Cocineros restaurant in Hyattsville for a Ward 2 check-in with buffet style food, \$500 for Route One Community Cares, and \$300 to Hyattsville Aging in Place.

4) ADD (Councilmember Solomon) Motion HCC-06211-FY22 Disbursement of Ward 5 Discretionary Funds

I move that the Mayor and Council approve the disbursement of Ward 5 discretionary funds in the amount of \$200 to pay for Riverfront Neighborhood Meeting and \$713.28 to the Education Advisory Committee for back-to-school and student homelessness programs.

A motion was made by Council Vice-President Schaible, seconded by Council Member Denes, that this agenda item be Approved. The motion carried by the following vote:

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

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

Written Comments:

Chuck Perry submitted a comment opposed to HCC-411-FY22

Chuck Perry submitted a comment opposed to HCC-413-FY22

Chuck Perry submitted a comment opposed to HCC-420-FY22

Chuck Perry submitted a comment regarding the lack of veterinary services in Prince George's County.

Spoken Comments:

Rumi Matsuyama provided a public comment thanking the Council for supporting the community yoga zoom.

Julia Crooks provided a public comment giving general information about the Hyattsville Tired Parents organization.

Melissa Schwiesguth provided a public comment regarding the process the City used to make changes to the City noise ordinance during the adoption of the Gas Powered Leaf Blower Ban.

Liz Omondi provided a comment regarding an incident at Driskell Park that she stated caused fear and tension for people in the park. She proposed that the City use this incident as an opportunity to start community conversations about safety, racial justice and they type of community that Hyattsville wants to be.

5. Community Notices and Meetings

Councilmember Schaible read the calendar of events from June 22, 2022 through July 19, 2022.

5.a. Main City Calendar: June 22, 2022 - July 18, 2022[HCC-421-FY22](#)

N/A

Sponsors: City Administrator

Attachments: [City Calendar June 22, 2022 - July 18, 2022](#)

6. City Administrator Update

City Administrator Tracey Douglas provided an update regarding City related news.

7. Presentations (8:20 p.m. - 8:50 p.m.)**7.a. Special Mayoral Election - Presentation of Results**[HCC-417-FY22](#)

Presentation Only

Sponsors: City Administrator

City Clerk Laura Reams and Board of Supervisors of Elections Chair Zach Peters presented results and details from the June 7 Special Mayoral Election.

8. Appointments

8.a. Appointment of Members to the Redistricting Commission[HCC-416-FY22](#)

I move the Mayor and Council appoint the following individuals to the Redistricting Commission:

- Greta Mosher, Ward 1 (Representative of the Board of Supervisors of Elections)
- T. Carter Ross, Ward 2 (Representative of the Ethics Commission)
- Alicia Freemyn, Ward 3 (Representative of the Race & Equity Task Force)
- Cynthia Totten, Ward 4 (Representative of the Education Advisory Committee)
- Cliff Mayo, Ward 5 (Representative of the Planning Committee)
- Andrew Sayer, Ward 2
- Jennifer Gafford, Ward 3
- Leland Dudek, Ward 4
- Krystil Smith, Ward 5

Sponsors: City Administrator

Attachments: [Resolution 2022-03- Redistricting Commission](#)
[Sayer RC Ward2](#)
[Gafford RC Ward3](#)
[Smith RC Ward5](#)
[Dudek RC Ward4](#)

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

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

9. Consent Items (8:50 p.m. - 8:55 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 Vice-President Schaible, seconded by Council Member Solomon, that the consent items be Approved. The motion carried by the following vote:

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

9.a. Acceptance of the Certified Results for the 2022 Special Mayoral Election[HCC-409-FY22](#)

Sponsors: City Administrator

Attachments: [Certified Return Sheet 2022](#)

9.b. Extension of the Premium Pay for City Essential Workers [HCC-411-FY22](#)

I move that the Mayor and Council authorize an extension of the temporary Premium Pay program not to exceed (NTE) 4 additional pays within the eight-week period beginning with the first pay date in July 2022 and ending with the last pay date of August 2022 to provide additional pay to the City's frontline essential employees whose income or hourly rate falls below 65% of the Area Median Income for Prince George's County. The extension of the program will not exceed \$57,500 in costs using American Rescue Plan funds.

Sponsors: City Administrator

9.c. Memorandum of Understanding between the City of Hyattsville, Habitat For Humanity Metro Maryland, and Hyattsville Aging In Place [HCC-406-FY22](#)

I move that the Mayor and Council authorize the City Administrator to enter into a one-year Memorandum of Understanding between the City, Habitat for Humanity, and Hyattsville Aging in Place (HAP) to promote the RAMP (formerly CAPABLE) home modification, repair, and weatherization program. The MOU will run through June 30, 2023, upon the review and approval of the City Attorney for legal sufficiency.

Sponsors: City Administrator

Attachments: [MOU RAMP HHMM HAP 6.13.22](#)
[MOU CAPABLE 2020 \(1\)](#)

9.d. FY22 DPW CIP Budget Amendment: Teen Center Renovations at 5812 40th Avenue [HCC-412-FY22](#)

I move that the Mayor and Council amend the FY22 DPW Capital Improvements Budget and authorize the Treasurer to adjust and transfer budget appropriations to cover the cost of the Teen Center Renovations at 5812 40th Avenue not to exceed (NTE) \$1,250,000.

Sponsors: City Administrator

9.e. Resolution 2022-05 - Maryland DHCD National Capital Strategic Economic Development Fund [HCC-414-FY22](#)

I move the Mayor and Council adopt Hyattsville Resolution 2022-05, a resolution supporting the City of Hyattsville's grant application to the Maryland DHCD in the amount of \$175,000 to support the City's Commercial Façade Improvement Program. Upon the review and approval by the City Attorney for legal sufficiency.

Sponsors: City Administrator

Attachments: [Resolution 2022-05 - Maryland DHCD Grant Application](#)

9.f. Disbursement of Ward 1 Discretionary Funds [HCC-415-FY22](#)

I move that the Mayor and Council approve the disbursement of Ward 1 discretionary funds in the amount of \$163.39 to pay for a Zoom account for the free Hyattsville Community Yoga class, \$500 to the SoHy Co-op for placemaking of The Spot, **and \$500 to Tired Parents of Hyattsville for community outreach.**

Sponsors: Denes and Waszczak

9.g. Disbursement of Ward 3 Discretionary Funds [HCC-410-FY22](#)

I move that the Mayor and Council authorize the disbursement of \$1,200 of Ward 3 FY22 discretionary funds to Hyattsville Aging in Place to support senior residents.

Sponsors: Simasek and McClellan

9.h. Disbursement of Ward 4 Discretionary Funds [HCC-405-FY22](#)

I move that the Mayor and Council approve the appropriation and disbursement of Ward 4 discretionary funds in the amount of \$1,200 in support of Ward 4's 2022 Community Day celebration, and the amount of \$500 to the Hyattsville Community Development Corporation in support of their 2022 "Bursting on the Scene" community mural painting event at the West Hyattsville Metro Station.

Sponsors: Haba and Peabody

Disbursement of Ward 2 Discretionary Funds [HCC-424-FY22](#)

I move that the Mayor and Council approve the disbursement of Ward 2 discretionary funds up to \$500 to pay for food and non-alcoholic drink at Los Cocineros restaurant in Hyattsville for a Ward 2 check-in with buffet style food, \$500 for Route One Community Cares, and \$300 to Hyattsville Aging in Place.

Sponsors: Croslin and Schaible

Disbursement of Ward 5 Discretionary Funds [HCC-425-FY22](#)

I move that the Mayor and Council approve the disbursement of Ward 5 discretionary funds in the amount of \$200 to pay for Riverfront Neighborhood Meeting and \$713.28 to the Education Advisory Committee for back-to-school and student homelessness programs.

Sponsors: Solomon and Sandino

10. Action Items (8:55 p.m. - 9:55 p.m.)

**10.a. Hyattsville Ordinance 2022-02: Municipal Gas-Powered Leaf Blower Ban
(SECOND READING & ADOPTION)**[HCC-419-FY22](#)

I move the Mayor and Council adopt Hyattsville Ordinance 2022-02, whereby the City Council amends Chapter 79 of the Hyattsville Code to implement a prohibition on the use of gas-powered leaf blowers within the City's municipal boundaries as well as a gas-powered leaf blower rebate program, effective August 1, 2022.

Sponsors: City Administrator

Attachments: [HO-2022-02 amending Ch 79 - gas powered leaf blower ban_061522_effective Aug 1 2022_CLEAN COPY](#)
[HO-2022-02 amending Ch 79 - gas powered leaf blower ban_061522_effective Aug 1 2022_showing edits](#)

The following amendments were made to include renters to be eligible for the rebate program:

1. Page 5, line 34 changed to "A person owning or renting a home..."
2. Page 7, line 13 changed to "Eligible homeowners or renters..."

A motion was made by Council Vice-President Schaible, seconded by Council Member Simasek, that this agenda item be Approved as Amended. The motion carried by the following vote:

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

10.b. Hyattsville Ordinance 2022-03: Authorizing the Issue and Sell of General Obligation Bond Anticipation Notes (INTRODUCTION & FIRST READING) [HCC-413-FY22](#)

I move that the Mayor and Council introduce Hyattsville Ordinance 2022-03 authorizing and empowering City of Hyattsville to issue and sell from time to time one or more series of (1) general obligation bonds in an aggregate principal amount **NOT** to exceed Eleven Million Two Hundred Fifty Thousand Dollars (\$11,250,000), and (2) general obligation bond anticipation notes in an aggregate principal amount not to exceed Eleven Million Dollars (\$11,000,000), and (3) general obligation refunding bonds provided that the aggregate principal amount of any series of refunding bonds shall not exceed one hundred thirty percent (130%) of the aggregate principal amount of the bonds refunded therefrom. The ordinance requires the proceeds of the sale of the bonds to be used and applied for the public purpose of financing, reimbursing or refinancing costs of the project identified as 3505 Hamilton Street Public Safety Building, together with related costs; specifies the amount of the bonds and the bond anticipation notes to be allocated to the project, provides that each series of the authorized bonds, bond anticipation notes and refunding bonds may be sold at public sale or private sale; authorizes the City Council to determine or provide by resolution for various matters relating to the authorization, sale, security, issuance, delivery, payment, and redemption or repayment of and for each series of bonds; City pledges its full faith and credit and unlimited taxing power to the payment of debt service on the bonds and provides for the imposition of ad valorem taxes sufficient for such purposes. Details of any series of the bonds to be issued shall be determined or provided for by resolution of the City Council.

Sponsors: City Administrator

Attachments: [Active 160536765 2 City of Hyattsville Ordinance 2022 Bans 6-15-2022](#)

Council Member Simasek asked about the effect of this note on the debt service scheduled for FY23.

City Treasurer Ron Brooks replied that the FY23 budget has been adjusted to allow for the interest payments on the note.

City Financial Advisor Michael Sudsina added that the City expects to get final costs determined so that the note can be converted to a bond thereby reducing the City's overall debt.

A motion was made by Council Vice-President Schaible, seconded by Council Member Haba, that this agenda item be Approved. The motion carried by the following vote:

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

10.c. Purchase of IPro Software[HCC-420-FY22](#)

I move that the Mayor and Council authorize the City Administrator to approve the purchase of IPro software, to include training and maintenance, at a cost not to exceed \$47,900.

Sponsors: City Administrator

Attachments: [IPro Packet](#)

Council Vice-President Schaible moved to untable the motion and was seconded by Council Member Solomon. The motion to untable was approved by unanimous vote.

Council Member Solomon stated that through discussions with the City Administrator and Chief of Police, his concerns regarding the technological security of the software have been adequately addressed.

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

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

11. Discussion Items (9:55 p.m. - 10:10 p.m.)**11.a Election of President of the Council**[HCC-418-FY22](#)

For Discussion

Sponsors: City Administrator

The Council will elect the President of the Council at the next City Council Meeting.

12. Council Dialogue (10:10 p.m. - 10:20 p.m.)**13. Motion to Adjourn**

A motion was made by Council Member Solomon, seconded by Council Member Haba, that the meeting be adjourned at 9:08 p.m. The motion carried by the following vote:

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



City of Hyattsville

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www.hyattsville.org

Agenda Item Report

File #: HCC-5-FY23

7/18/2022

6a.

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

Item Title:
Main City Calendar: July 19, 2022 - August 1, 2022

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

Main City Calendar: July 19, 2022 – August 1, 2022

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. **Planning Committee Meeting**
July 19, 2022, 7:00 PM
2. **Ageless Grace Seated Exercise Class**
July 20, 2022, 10:00 AM - 11:00 AM
@ the first floor of the City Building
3. **Education Facilities Task Force Meeting**
July 21, 2022, 7:00 PM
4. **Shakespeare in Driskell Park!**
July 21, 2022, 7:00 PM
5. **Age-Friendly Work Group Meeting**
July 22, 2022, 11:00 AM
6. **Education Advisory Committee Meeting**
July 25, 2022, 6:30 PM
7. **Race & Equity Task Force Meeting**
July 26, 2022, 7:00 PM
8. **Ageless Grace Seated Exercise Class**
July 27, 2022, 10:00 AM - 11:00 AM
@the first floor of the City Building
9. **Ward 2 Special Election Candidate Information Session**
July 27, 2022, 6:00 PM - 7:00 PM
Go to the City website to register for this virtual session.
10. **Health, Wellness, and Recreation Advisory Committee Meeting**
July 28, 2022, 7:00 PM
11. **Seniors on the Go: Free Movie Mondays**
August 1, 2022, All Day
@ Old Greenbelt Theatre



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Agenda Item Report

File #: HCC-24-FY23

7/18/2022

8.a.

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

Item Title:
Special Ward 2 Election Presentation

Suggested Action:
Presentation Only

Summary Background:

The Board of Supervisors of Elections and City Clerk will present the details of the Ward 2 Special Election scheduled for Tuesday, October 4, 2022.

Next Steps:
N/A

Fiscal Impact:
N/A

City Administrator Comments:
For presentation.

Community Engagement:
Ward 2 residents will be notified via the City website, social media and direct mailings about the details of the upcoming election.

Strategic Goals:
Goal 1 - Ensure Transparent and Accessible Governance

Legal Review Required?
N/A

SPECIAL WARD 2 ELECTION TUESDAY, OCTOBER 4, 2022



HVL • OCT 4
VOTE
BY MAIL
POR CORREO 
WARD ② • DISTRITO ②

REQUIREMENT FOR SPECIAL ELECTION

With Robert Croslin's election to the Office of Mayor, there is a vacancy in Ward 2 for the remainder of Mayor Croslin's Ward 2 term.

Per City Charter, a Special Election must be held to fill this vacancy. The term for election will run through June 2025.

The Board of Supervisors of Elections recommends holding a vote-by-mail election on Tuesday, October 4 to fill this vacancy.

A Resolution to designate the Special Election as a vote-by-mail election is on the July 18 Council agenda for approval.

UPCOMING DEADLINES + EVENTS

Candidate Registration: Friday, July 22 - Friday, August 5 at 5 PM.

- Candidate Information Session: Tuesday, July 27 at 6 PM (Virtual)
- Individuals wishing to run for office must make an appointment to submit their paperwork by emailing the Clerk's Office at cityclerk@hyattsville.org or calling 301-985-5009.

Initial Voter Registration Deadline: Monday, August 8

Upcoming Voter Outreach Events:

- Friday, July 15 - Summer Jam at The Spot, 5 PM
- Wednesday, August 17 - Ward 2 Check In at Driskell Park, 6:30 PM
- Friday, September 16 - Summer Jam at The City Building, 6 PM

ELECTION DAY IS OCTOBER 4!

Ballots will be mailed to all registered voters in early September!

Three Ways to Return your Ballot:

- 1. By mail. Mail by September 26 to ensure arrival by Election Day, postmarks don't count!**
- 2. By drop box at the City Building or Driskell Park.**
- 3. Vote in Person on Election Day at the City Building: 7 AM to 8 PM. Same Day Voter Registration also available!**

NEXT STEPS

- **Approve Resolution 2022-07 to designate the Ward 2 Special Election as a vote-by-mail election.**
- **Help us spread the word on the upcoming election!**

THANK YOU!

Hyattsville offers: 16 & 17 year old voting!

Voting for all City residents, regardless of U.S. citizenship

HVL • OCT 4



WARD ② • DISTRITO ②



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Agenda Item Report

File #: HCC-25-FY23

7/18/2022

8.b.

Submitted by: Laura Reams
Submitting Department: Communications
Agenda Section: Presentation

Item Title:

Update on See, Click, Fix: Citizen Request Software

Suggested Action:

Presentation Only.

Summary Background:

SeeClickFix, also known as My Hyattsville, is a public online 311 reporting system used to report non-emergencies and request services to City staff. Available 24/7, users can request services like scheduling a bulk trash pick-up or reporting acts of vandalism and parking violations through the My Hyattsville smartphone App or the hyattsville.org/requests portal page. Requests can be made anonymously. Once submitted, requests are automatically assigned to a designated category, and City staff personnel are responsible for managing and closing requests within a specified time. There are currently 1,100 users registered with a SeeClickFix account, and over 3,000 requests have been collectively resolved by City staff since December 2019.

Over the last year, City staff has enhanced the user experience by updating the My Hyattsville App and portal page. Additional process improvements have been implemented for the internal handling of requests. Communications Team Project Lead Brayan Perez will present an overview of the software and review internal and external process improvements.

The City has used the SeeClickFix program for several years and the current contract will end in August 2022. It is anticipated that the contract for renewal will be on the August 1 Council agenda. City staff recommends renewing the annual three-year contract with SeeClickFix due to the high usage volume and the ease of use. In the previous fiscal year alone, 855 requests (over 2 requests per day) were submitted to SeeClickFix. In addition, by having an online customer service presence, residents can submit a request without the assistance of City staff, which is limited to office hours or having to make a request in person at the City Building.

Next Steps:

Presentation only. It is anticipated that the contract renewal for SeeClickFix will be on the August 1 Council agenda.

Fiscal Impact:

The anticipated three-year cost for renewal is as follows, for a total NTE cost of \$47,755 over three years:

Year 1: 15,450

Year 2: 15,914

Year 3: 16,391

City Administrator Comments:

Recommend Support

Community Engagement:

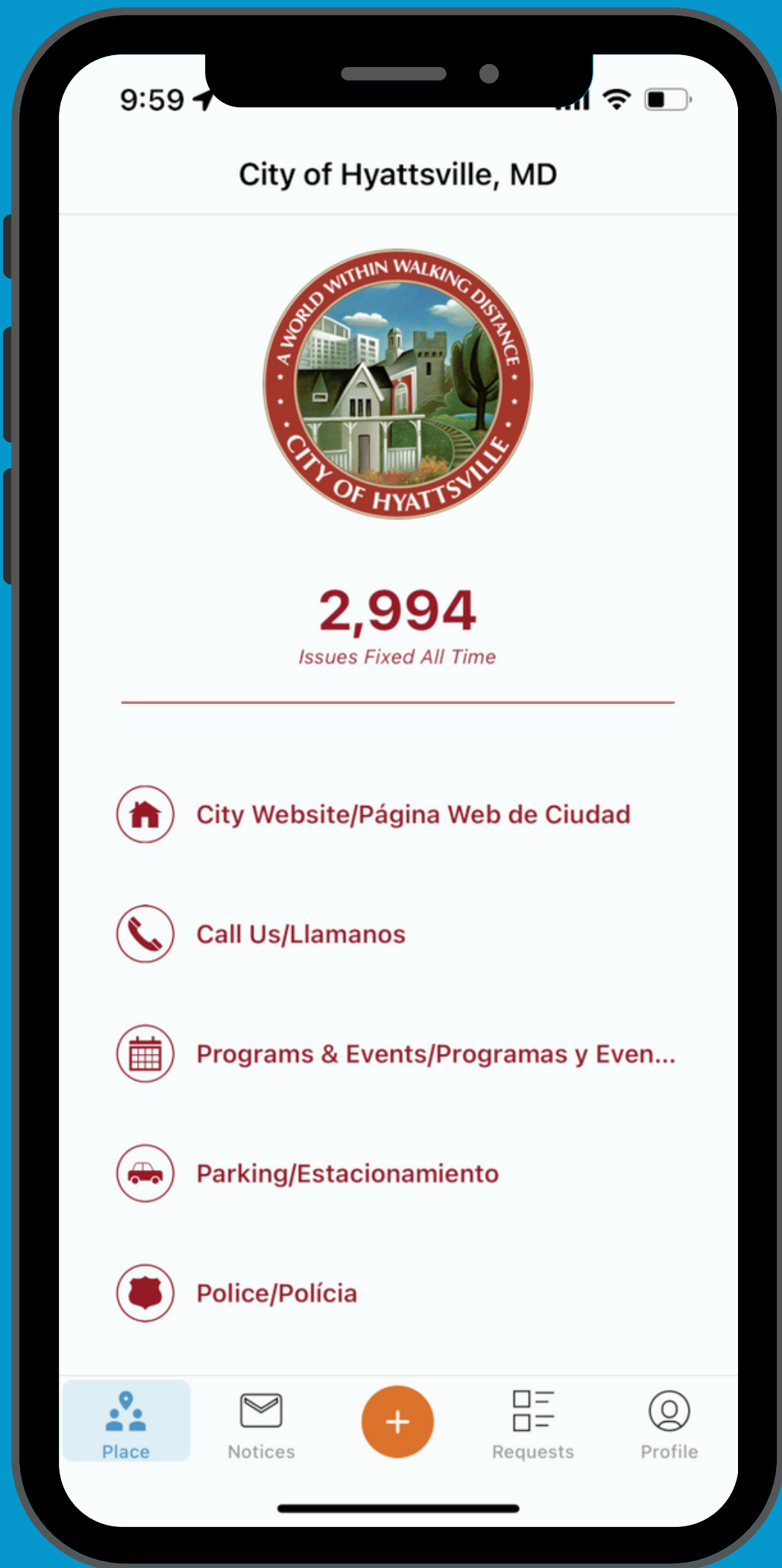
City staff will continue to promote SeeClickFix quarterly through its various digital and print communication channels to increase usage and resident awareness. City staff will also continue to host monthly internal staff meetings and training sessions to ensure staff knowledgeability and expertise regarding the software.

Strategic Goals:

Goal 1 - Ensure Transparent and Accessible Governance

Legal Review Required?

Pending



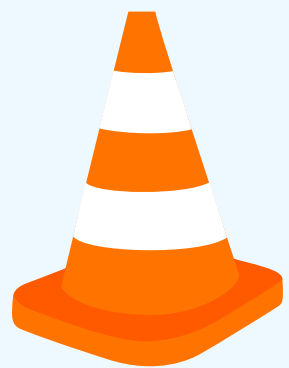
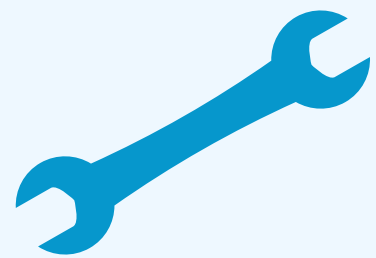
My Hyattsville

POWERED BY SECLICKFIX

BRAYAN PEREZ

JULY 18, 2022

What is SeeClickFix?



SeeClickFix, also known as My Hyattsville, is an online 311-reporting system that Hyattsville residents and visitors can use to report non-emergencies and request services to City staff.



How to Submit a Request



- hyattsville.org/requests



- My Hyattsville App



- Call City Admin Offices

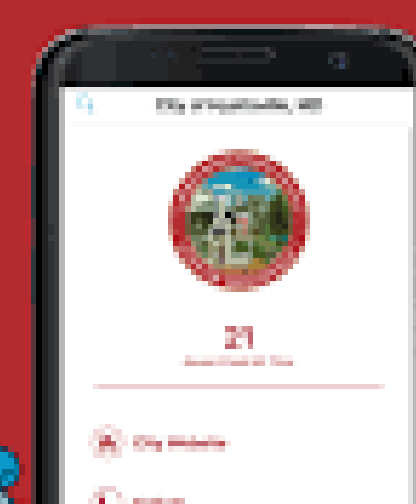
Help Spread the Word!



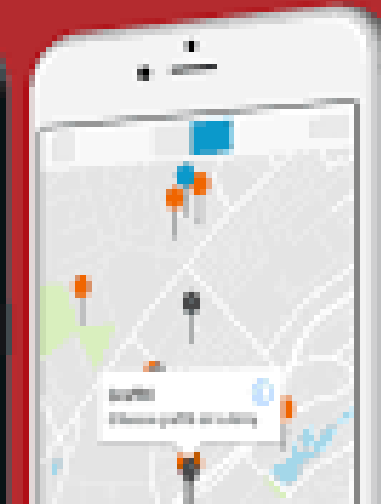
- Facebook, Instagram, and Twitter
- Hyattsville Website
- Custom How-To Guides
- Ads in Life & Times
- Life & Times & Hyattsville Reporter
- LED signs
- Big Belly Receptable Trash Cans

WHERE YOU LIVE. WHERE YOU CARE.

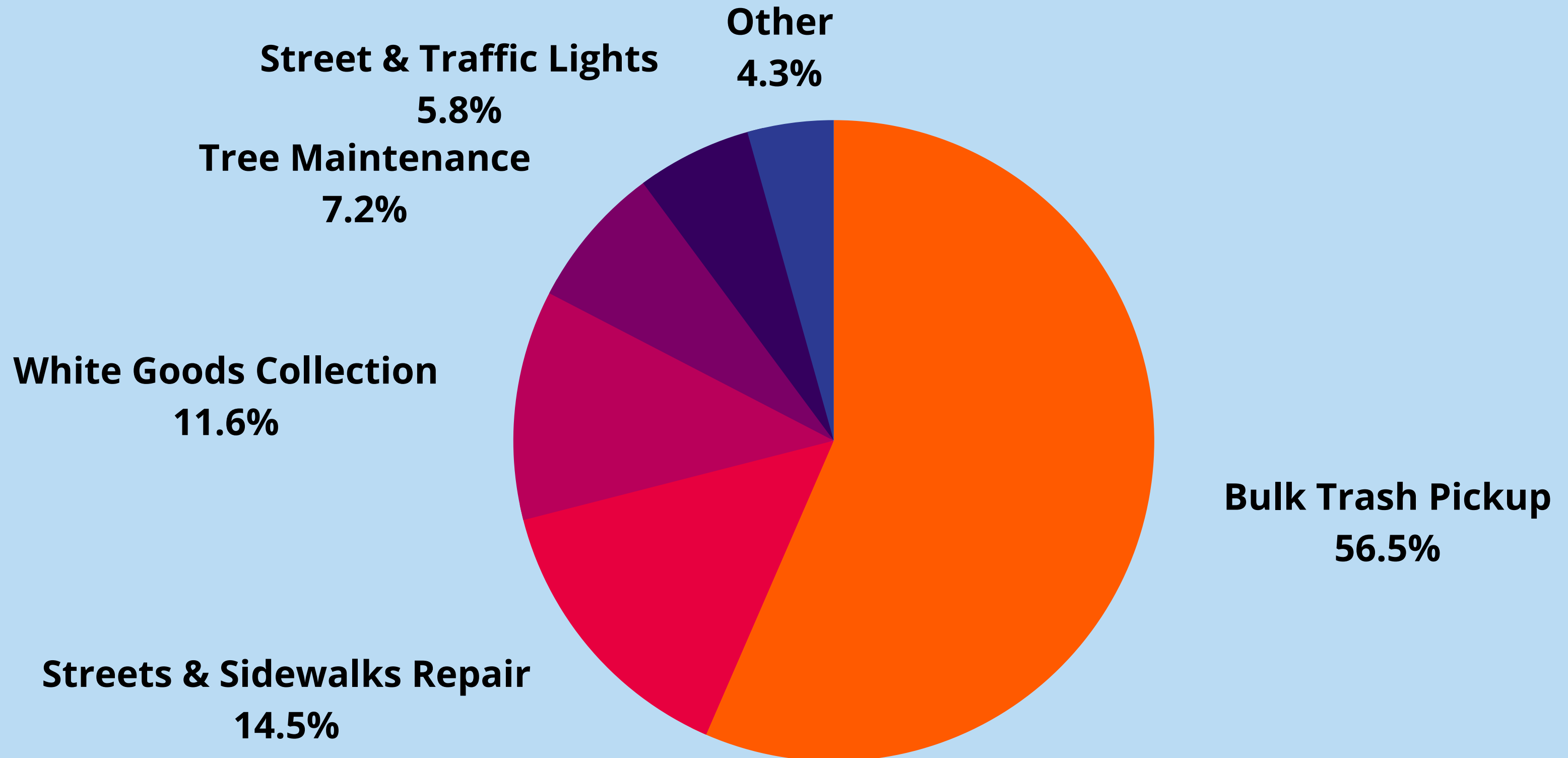
Submit and
follow requests



Stay updated on local
information and events



Common Requests



Behind the Scenes

Request submitted

User is notified the request is in progress

User notified when request is completed, or if the issue needs to be reported to an outside agency

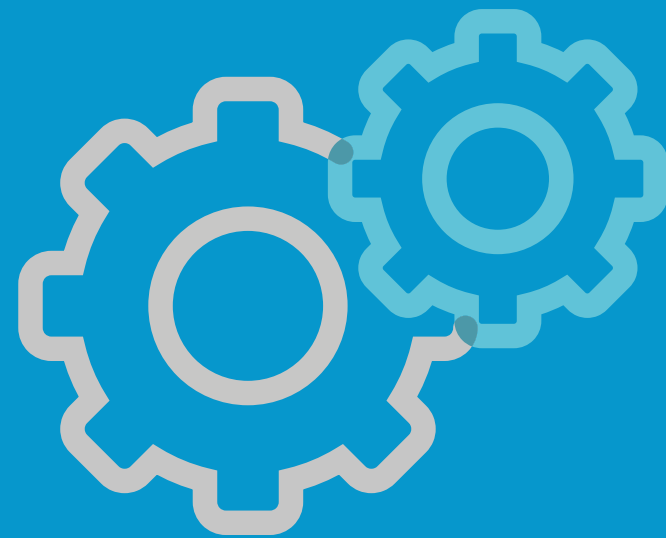
Request acknowledged by staff within 2-3 business days

Staff assess issue. Updates shared through the portal



Snapshot

**Requests Submitted
in Fiscal Year 2022
Compared to Fiscal
Year 2021**



- 855 compared to 870 Requests Opened
- 768 Requests Closed
- 1.1 instead of 5.9 Average Days to Acknowledge
- 22.3 instead of 19 Average Days to Close



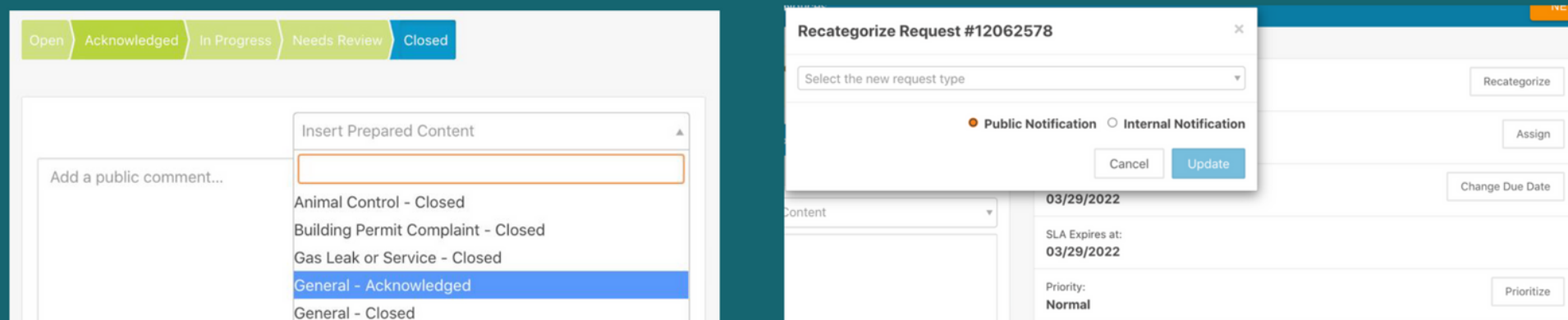
Process Improvements



Managing a Request



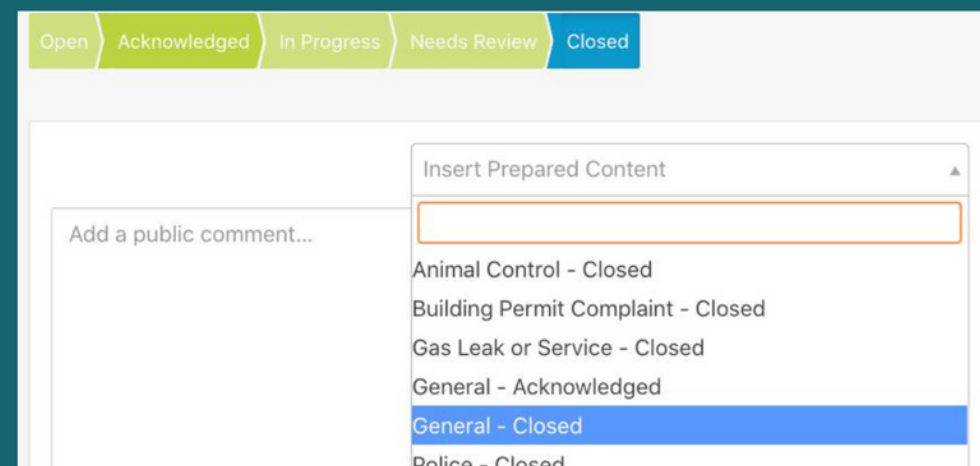
1. Begin by selecting the request and acknowledging it using the request timeline bar. City staff recommends using the *insert prepared content* feature to add a pre-created auto response.



Closing a Request



The goal of every request is to close it! To close a request, use the timeline progress bar and select the *closed* option. Note that you can bypass the **in progress** and **needs review** options if they are not applicable. After selecting the closed option, you can use the *insert prepared content* drop-down tool to tailor information as needed.



- Monthly Internal Meetings
- Updated Categories & Stock Language
- Post-COVID Changes
- How-To Guide
- Resolved past due requests
- One-on-One Trainings
- Improved user experience₄₂

Upcoming Features

- **Dead-End Categories**
- **Language Improvements**
- **Improved Reporting**



Next Steps

- **Share How-To Guide**
- **Implement Dead End Categories Feature**
- **Continued monthly staff meetings**
- **Contract Renewal August 2022**





Thank you!



City of Hyattsville

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Agenda Item Report

File #: HCC-3-FY23

7/18/2022

a.

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

Item Title:

Appointment to the Educational Facilities Task Force

Suggested Action:

I move that the Mayor and Council approve the appointment of Justine Christianson (Ward 2) to the Educational Facilities Task Force for a term of two (2) years to expire on July 18, 2024.

Summary Background:

See attached applications.

Next Steps:

Staff liaisons for the Educational Facilities Task Force will reach out to the new appointee to invite them to attend the next meeting as a member.

Fiscal Impact:

N/A

City Administrator Comments:

Recommend approval.

Community Engagement:

Agendas for the Educational Facilities Task Force meetings will be posted on the City's website. Meetings are open to the public and all are encouraged to attend.

Strategic Goals:

Goal 1 - Ensure Transparent and Accessible Governance

Legal Review Required?

N/A

Board, Committee and Commission Application

Profile

Justine

First Name

Christianson

Last Name

Preferred Pronouns

she/her

[Redacted]

Email Address

Please enter your address below.

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

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

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

[Redacted]

Street Address

[Redacted]

City

[Redacted]

Suite or Apt

[Redacted]

State

[Redacted]

Postal Code

Which Boards would you like to apply for?

Educational Facilities Task Force: Submitted

Question applies to multiple boards

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

Yes No

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

To find your City Ward, click on this link! [City Residency Map](#)

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

Ward 2

Primary Phone

Referred By:

Daniel Muth

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

I have long followed PGCPS' capital improvement program and facilities planning as my children were PGCPS students in our local elementary and middle schools. I served as PTSO president of Hyattsville MS during the initial development of the Alternative Construction Financing package and gained knowledge of the county's CIP process and requirements for school construction. Additionally, I remain deeply committed to ensuring quality educational facilities for the city's students.

Question applies to Educational Facilities Task Force

The Educational Facilities Task Force will make recommendations to the City Council to ensure the County addresses local school infrastructure needs. We are specifically seeking individuals with expertise in one or more of the following areas: Hyattsville area public school operational needs and landscape, architecture, land use/acquisition, urban planning, and PGCPS policies and procedures. Please describe how your skills and experience will assist the Task Force in making these recommendations.

My children (now in HS) attended both Hyattsville ES and MS, and I was involved in the PTA and PTSO at both schools. While PTSO president at Hyattsville MS, I was engaged in the advocating for the passage of the Alternative Construction Financing plan and for including Hyattsville MS on the list of schools for replacement. I have a working relationship with our current school board representative Pamela Boozer-Strother. I have a deep knowledge of PGCPS policies and procedures, having been a parent in the school system for 10 years and a regular observer of school board meetings. I also have followed the development of the county's Educational Facilities Master Plan and CIP program since at least 2014.



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Agenda Item Report

File #: HCC-4-FY23

7/18/2022

b.

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

Item Title:

Appointment to the Ethics Commission

Suggested Action:

I move that the Mayor, with Council approval, appoint Mark Graham (Ward 2) to the Ethics Commission for a term of three (3) years to end on July 18, 2025.

Summary Background:

Please see attached application.

Next Steps:

Staff liaisons for the Ethics Commission will reach out to the new appointee to invite them to attend the next meeting as a member.

Fiscal Impact:

N/A

City Administrator Comments:

Recommend appointment.

Community Engagement:

Agendas for the Ethics Commission Meetings are posted on the City's website. Meetings are open to the public and all are encouraged to attend.

Strategic Goals:

Goal 1 - Ensure Transparent and Accessible Governance

Legal Review Required?

N/A

Board, Committee and Commission Application

Profile

Mark
First Name

Graham
Last Name

Preferred Pronouns

he/him/his

[Redacted]

Email Address

Please enter your address below.

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

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

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

[Redacted]

Street Address

[Redacted]

Suite or Apt

[Redacted]

City

[Redacted]

State

[Redacted]

Postal Code

Which Boards would you like to apply for?

Ethics Commission: Submitted

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

Yes No

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

To find your City Ward, click on this link! [City Residency Map](#)

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

Ward 2

[Redacted]

Primary Phone

Referred By:

Robert Croslin

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

I've lived in Hyattsville since 2003. I am a long-time resident of Prince George's County having grown up in Riverdale and Lanham and attended St. Bernard's Elementary and DuVal High I lived in Central California for 25 years and have a degree in Politics from the University of California Santa Cruz I am a retired employee of the Federal Emergency Management Agency (FEMA). During my career I deployed to disaster sites across the US and in Puerto Rico, The US Virgin Islands, Guam, Micronesia and the Marshall Islands. I believe Hyattsville is an exceptional place to live. I've seen many positive changes and improvements in this city over the years and I would like to contribute to that civic progress, even if in a modest way

Question applies to Ethics Commission

The Ethics Commission is composed of five (5) members, appointed by the Mayor and approved by Council for a term of three (3) years.

The Commission's responsibilities include adopting regulations in accordance with the City's Ethics Code, providing advisory opinions, and certifying compliance to the State Ethics Commission. In addition to these responsibilities, the Commission is appointed by the Board of Supervisors of Elections to review all campaign finance documents for Regular and Special Elections.

Question applies to Ethics Commission

What skills and experience will you bring to the Commission? Include any governmental experience, activities with civic and business organizations, accounting experience, or any other experience that would contribute to your effectiveness as a Commissioner.

I worked for the Federal Emergency Management Agency (FEMA) for nearly 30 years. I held several positions in various branches of the agency including assignments where I supervised employees : full-time, part-time, intermittent, permanent, temporary etc. In a few of these positions I had supervisory authority over hundreds of employees. In these capacities I was often responsible for ensuring employees understood the Rules of Ethics governing Federal employees. In some cases I personally delivered the standard Government Ethics course. On several occasions I had to counsel employees regarding ethics matters. I also was involved in applying disciplinary actions for ethics violations. In nearly all cases I worked closely with the agency's Ethics Officer and staff. I believe this background gave a good understanding of the principles of ethics as applied to public service. Perhaps more importantly, I have always had a strong commitment to the principles of ethical behavior in public service and public affairs. I believe formulating and applying ethical principles and guidelines can be difficult. Enforcing these rules when necessary, is even more challenging. However without well articulated ethical principles, people will lose faith in their elected officials and in their government.



City of Hyattsville

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Agenda Item Report

File #: HCC-1-FY23

7/18/2022

9.a.

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

Item Title:

Resolution 2022-07: Designating the Ward 2 Special Election as Vote-by-Mail

Suggested Action:

I move that the Mayor and Council adopt Hyattsville Resolution 2022-07, a resolution whereby the City Council notifies the City's Board of Elections to fill the vacancy in the office of the Ward 2 Council Member by a special election, declares the City's 2022 special Ward 2 election to be a vote-by-mail election (INTRODUCTION & ADOPTION).

Summary Background:

Ward 2 Council Member Robert Croslin was sworn into the Office of Mayor on June 24, 2022, leaving a vacancy in the Office of Ward 2 Council Member. Mayor Croslin's term as a Ward 2 Council Member is through June 2025. An election must be held to fill this vacancy for the remainder of the term. Per section C2-3 of the City Charter, if a vacancy is created in the office of Mayor or Council Member the Board of Elections just proceed to fill the vacancy by special election to be held within 140 days of the date of the vacancy.

The Board of Elections met on June 30 to discuss the Ward 2 vacancy. They selected the date of Tuesday, October 4 as Election Day and recommended that the City Council designate the Ward 2 Special Election as a vote-by-mail election whereas each resident in Ward 2 will be mailed a ballot with the option of voting in person at the City Building on October 4 or returning their ballot via mail or brought to one of the two City drop boxes located at Driskell Park and the City Building. The previous three City elections have been designated as vote-by-mail elections which has resulted in a significant increase in voter participation.

Next Steps:

Designate the election as vote-by-mail.

Fiscal Impact:

The FY23 budget includes funding for a special election. At this time it is estimated that the election will cost between \$30-40K.

City Administrator Comments:

Recommend approval.

Community Engagement:

The City will use the City website, social media, and direct mailing to inform Ward 2 residents of their voting options.

Strategic Goals:

Goal 1 - Ensure Transparent and Accessible Governance

Legal Review Required?

N/A

CITY OF HYATTSVILLE

RESOLUTION 2022-07

A resolution whereby the City Council notifies the City's Board of Elections to fill the vacancy in the office of the Ward 2 Councilmember by a special election, declares the City's 2022 special Ward 2 election to be a vote-by-mail election.

WHEREAS, there is a vacancy on the Council in Ward 2 and pursuant to the Charter and Code, a special election shall be conducted to fill that vacancy; and

WHEREAS, pursuant to §C2-3(B) of the City's Charter, the Council is required to notify the Board of Supervisors of Elections that it is to proceed to fill the vacancy; and

WHEREAS, §C2-3(B) of the City's Charter requires that the special council member election be conducted within one-hundred-forty days of the date of the vacancy, which date of vacancy is June 24, 2022; and

WHEREAS, the City Council received correspondence from the Board of Supervisors of Elections dated June 30, 2022 recommending the special election be conducted as a vote-by-mail election and selecting the date of Tuesday, October 4, 2022 as Election Day; and

WHEREAS, the Council believes the increase in voter turnout in the most recent vote-by-mail elections warrants that the special Ward 2 election be conducted as a vote-by-mail election; and

WHEREAS, Section 8-4 of the City Code provides that the Mayor and Council may determine by resolution that an election is a vote-by-mail election.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hyattsville in regular session assembled that there is a Council vacancy in Ward 2 and the Board of Supervisors of Elections shall proceed to fill the Council vacancy in Ward 2 by conducting a special election in accordance with the City's Charter and Code; and

BE IT FURTHER RESOLVED, by the City Council of the City of Hyattsville in regular session assembled that the City's 2022 special election for Ward 2 will be a vote-by-mail election.

INTRODUCED by the Mayor and City Council of the City of Hyattsville, Maryland at a regular meeting on July 18, 2022, at which meeting copies were available to the public for inspection.

ADOPTED by the Mayor and City Council of the City of Hyattsville, Maryland at a regular meeting on July 18, 2022.

APPROVED:

City of Hyattsville, Maryland:

Date

Robert S. Croslin
Mayor

ATTEST/WITNESS:

City of Hyattsville, Maryland:

Date

Laura Reams
City Clerk

Robert S. Croslin
Mayor



Tracey E. Douglas
City Administrator

June 30, 2022

Dear Mayor Croslin and Council:

On behalf of the Board of Elections, I am writing to inform you that the Board met on June 20, 2022, with the City Clerk. The Board reviewed the relevant Charter and Codes provisions related to special elections and discussed the options for holding a special election to fill the Ward 2 vacancy created by the election of Mayor Croslin by either a vote-by-mail process or a traditional election.

After consideration of several factors, the Board believes that the success of the past vote-by-mail elections warrants that the primary method of voting for the Ward 2 special election should be designated as vote-by-mail. The last three City elections have been held primarily by mail, with ballots mailed to all registered voters. Voter turnout has significantly increased, averaging 24% over the three elections. Furthermore, an average of 88% of voters over the last three election cycles have chosen to return their ballot either by mail or drop box. Should the method of voting be designated as a traditional in-person election, voters will not automatically receive their ballots by mail in advance of the election and be required to complete an application to request their ballot by mail. The Board and staff believe this could create an undue barrier to voting and may confuse voters who are used to receiving their ballot by mail.

While the timeframe for holding the Ward 2 special election by mail is short, the Board believes it is achievable as many of the vendor systems are already in place from the recent mayoral special election. Thus, the Board recommends that the Council approve the resolution designating the Ward 2 special election as vote-by-mail.

Sincerely,

A handwritten signature in black ink, appearing to read "Zachary Peters".

Zachary Peters
Chair, Board of Supervisors of Elections

CC: Board of Supervisors of Elections
Ethics Commission
City Clerk



City of Hyattsville

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

Agenda Item Report

File #: HCC-2-FY23

7/18/2022

9.b.

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

Item Title:

Police Communications Agreement with the City of Hyattsville and City of Mount Rainier

Suggested Action:

I move that Mayor and Council authorize the City Administrator to execute an agreement with the City of Mt. Rainier which allows the Hyattsville Police Department to provide radio dispatching services and incoming calls for police services (both emergency and non-emergency). This agreement is for a term of one (1) year.

Summary Background:

The Mount Rainier Police Department does not have the resources to provide law enforcement dispatching services to its officers. In response, the City of Hyattsville has contracted with them to provide these services for the past few years. The City would like to continue assisting by entering into an agreement to provide radio dispatching support when calls for service from the residents of Mount Rainier or incidents in their municipality occur.

Next Steps:

Execute Agreement

Fiscal Impact:

The City of Mt. Rainier will allocate \$90,000 annually to the City of Hyattsville for dispatching services.

City Administrator Comments:

Recommend the City continue to support

Community Engagement:

N/A

Strategic Goals:

Goal 3 - Promote a Safe and Vibrant Community

Legal Review Required?

Complete

1 **POLICE COMMUNICATIONS AGREEMENT**
2 **by and between**
3 **CITY OF HYATTSVILLE**
4 **and the**
5 **CITY OF MOUNT RAINIER**
6

7 **THIS AGREEMENT** is made this _____day of June 2022, by and between the **CITY**
8 **OF HYATTSVILLE**, a body corporate and politic ("Hyattsville"), on behalf of the City of
9 Hyattsville Police Department, and the **CITY OF MOUNT RAINIER**, a body corporate and
10 politic ("Mount Rainier"), on behalf of the Mount Rainier Police Department, collectively referred
11 to as "the Parties."
12

13 **WHEREAS**, the Parties believe that coordinated law enforcement radio dispatching and
14 call taking is both cost effective and leads to better services; and
15

16 **WHEREAS**, Mount Rainier does not provide law enforcement dispatching for its police
17 department and has previously contracted with another local government for said dispatching; and
18

19 **WHEREAS**, Mount Rainier desires to have law enforcement dispatching for its police
20 department; and
21

22 **WHEREAS**, Mount Rainier and Hyattsville wish to enter into an agreement for Hyattsville
23 to furnish radio dispatching and to handle incoming calls for services for the Mount Rainier Police
24 Department, as specifically described herein; and
25

26 **WHEREAS**, the Parties' respective City Councils have authorized their Chief
27 Administrative Officers to enter into this Agreement; and
28

29 **WHEREAS**, the Parties are entering into this Agreement pursuant to said authorization.
30

31 **TERMS**
32

33 **NOW, THEREFORE**, in consideration of the mutual covenants and obligations contained
34 herein and other good and valuable consideration, the sufficiency of which is hereby mutually
35 acknowledged, Hyattsville and Mount Rainier agree as follows:
36

37 **SECTION 1. SCOPE OF SERVICES**
38

39 **1.1.** Hyattsville shall provide police radio dispatching to Mt. Rainier, including handling
40 incoming calls for police services (both emergency and non-emergency) for Mount Rainier.

41 **1.2.** Hyattsville shall furnish labor, supervision, equipment, communications facilities,
42 and supplies as Hyattsville, in its sole discretion, deems necessary to perform the police dispatch

1 and call-taking services set forth in this Section. In the event that special supplies, including, but
2 not limited to, stationary, notices, and or forms are to be issued in the name of Mount Rainier,
3 then, and in that event, the same shall be supplied by Mount Rainier at its own expense.
4

5 **1.3.** Hyattsville shall use its own personnel when performing services under this
6 Agreement. The personnel selected by Hyattsville may be civilian staff or sworn officers or a
7 combination of both. Hyattsville reserves to its employees all rights and privileges set forth in (A)
8 the Hyattsville’s Personnel Manuel, which sets forth Hyattsville’s Rules, Regulations, and
9 Policies, and (B) the Hyattsville Police Department’s General Orders, including attendance and
10 leave.
11

12 **SECTION 2. PERIOD OF PERFORMANCE**
13

14 **2.1.** The effective term of this Agreement is twelve (12) months, to commence on July
15 1, 2022.
16

17 **2.2.** The Parties, by mutual agreement, may extend the term of this Agreement for five
18 (5) additional twelve (12) month terms following the expiration of the initial terms. However, the
19 exercise of a renewal option is contingent on the availability (or appropriation) of funds for both
20 Hyattsville and Mount Rainier. For instance, if Hyattsville fails to appropriate the funds required
21 to perform the services set forth under this Agreement in a later fiscal year, Hyattsville’s
22 performance shall terminate immediately upon close of the fiscal year for which funds have been
23 appropriated. Similarly, if Mount Rainier fails to appropriate the funds required to satisfy the
24 contract fee (any increase thereof under subsection 3.3.) in a later fiscal year, Mount Rainier shall
25 not receive services after the close of the fiscal year for which the funds were last appropriated.
26

27 **2.3.** If Mt. Rainier, after all of the renewal options set forth herein have been exercised,
28 desires to renew the Agreement for an additional renewal term, Mt. Rainier shall notify the Chief
29 of Police for the Hyattsville Police Department (“the Hyattsville Chief”) in writing of said desire
30 no later than December 31st of the year preceding the expiration date of the fifth renewal term.
31 The Hyattsville Chief shall respond in writing no later than thirty (30) days after receiving Mt.
32 Rainier’s notice.
33

34 **2.4.** Hyattsville agrees to perform all services required by this Agreement as
35 expeditiously as is consistent with good professional skill and best industry practice once
36 performance has commenced.
37

38 **SECTION 3. FEE FOR SERVICES**
39

40 **3.1.** In exchange for these good and valuable services, Hyattsville shall be paid Ninety
41 Thousand Dollars (\$90,000.00). This sum includes the following costs:
42

43 **3.1.1.** The basic salary and fringe benefits for one, full time

1 dispatcher/communications clerk.

2
3 **3.1.2.** An allowance for one (1) uniform for said dispatcher/communications clerk.

4
5 **3.1.3.** Overhead expenses incurred by Hyattsville administrative, supervision, and
6 management staff related to the services provided hereunder.

7
8 **3.2.** The Parties agree that Mount Rainier shall make monthly payments to be applied
9 against the total fee. The monthly fee payment shall be one twelfth (1/12) of the total fee, *i.e.*,
10 Seven Thousand Five Hundred Dollars (\$7,500.00). Payment is due on or before the tenth (10th)
11 day of each month throughout the term of this Agreement, commencing on July 10, 2022.

12
13 **3.3.** The Parties agree that, for each renewal term, the fee for services shall increase in
14 accordance with any increase to the cost of living as measured by the U.S. Bureau of Labor
15 Statistics, Consumer Price Index (“CPI”) for the Washington-Arlington-Alexandria, DC-VA-MD-
16 WV region or an increase in Hyattsville’s cost of staffing due to salary increases made in the
17 ordinary course of the implementation of Hyattsville’s personnel policies.

18
19 **SECTION 4. MOUNT RAINIER’S OBLIGATIONS**

20
21 **4.1.** Mount Rainier shall assist Hyattsville, its agents, employees, and police officers,
22 agents and employees with facilitating and accomplishing the services required under this
23 agreement.

24
25 **4.2.** Mount Rainier shall not be required to pay, or assume liability for, the salaries,
26 wages, or other benefits of any Hyattsville personnel performing services hereunder for Mount
27 Rainier.

28
29 **4.3.** Mount Rainier shall not compensate, and does not indemnify, any Hyattsville
30 employee for injury or sickness arising out of his or her employment.

31
32 **4.4.** Mount Rainier shall designate a representative to serve as a liaison between Mount
33 Rainier and representatives of the Hyattsville Chief in matters pertaining to operational policies or
34 procedures of Hyattsville employees.

35
36 **SECTION 5. HYATTSVILLE’S OBLIGATIONS**

37
38 **5.1.** Hyattsville shall obtain and maintain such equipment as is necessary to perform the
39 services required by this Agreement. All equipment presently owned or purchased by Hyattsville,
40 including communication equipment and supplies, shall be and remain the property of Hyattsville.

1 **SECTION 6. ADMINISTRATION OF POLICE RADIO DISPATCH**
2 **AND CALLS FOR SERVICE**
3

4 **6.1.** This Agreement shall not affect any police services now or hereafter provided by
5 Mount Rainier for Mount Rainier residents generally within the City of Mount Rainier.
6

7 **6.2.** The Hyattsville Chief shall make all determinations in scheduling and designating
8 dispatchers and or communications clerks in connection with Hyattsville’s performance under this
9 Agreement.
10

11 **6.3.** The standards of performance, dispatching of employees, and other matters incident
12 to the performance of the services to be provided hereunder, and the employment terms of the
13 personnel providing such services shall be in accordance with Hyattsville practices.
14

15 **6.4.** Mount Rainier, after providing advance written notice to Hyattsville and with
16 Hyattsville’s consent, which shall not be unreasonably delayed, withheld, or conditioned, may
17 monitor the police radio dispatch and call taking services provided under this Agreement. Mount
18 Rainer agrees to abide by all instructions, directions, regulations, policies and or practices required
19 by Hyattsville when so monitoring.
20

21 **6.5.** The phone numbers for Mount Rainier police services, which Mt. Rainier shall have
22 automatically transferred to the Hyattsville Police Department’s Dispatch, effective July 1, 2020,
23 shall be as follows:
24

25 **6.5.1.** Police Emergency Services Only: (301) 985 – 6565
26

27 **6.5.2.** City of Mount Rainier (301) 985 – 6580 and (301) 985 – 6590 (between
28 5:00 p.m. and 9:00 a.m. on weekdays and during all weekend and holiday
29 hours)
30

31 **6.6.** Vehicle Impounds: Vehicle impounds will be released from Hyattsville twenty-four
32 (24) hours a day in accordance with Mount Rainier police procedures.
33

34 **6.7.** Citizen Complaints: Disputes between Mount Rainier citizens and Hyattsville’s
35 dispatcher or communications clerk about the handling of incoming calls for police services for
36 Mount Rainier shall be resolved through Hyattsville police policies and procedures. Citizen
37 complaint forms will be available at Mount Rainier and any written complaints received shall be
38 promptly forwarded to the Hyattsville Chief, or his or her designee.
39

40 **6.8.** National Crime Information Center (“NCIC”): Hyattsville shall complete all entries
41 to N.C.I.C. in connection with the services required to be performed under this Agreement, and
42 shall issue related case numbers.
43

1 **SECTION 7. DISPUTE RESOLUTION**

2
3 7.1. Any disputes that arise between Mount Rainier police officers and the Hyattsville
4 dispatchers providing dispatching services for the Mount Rainier police shall be handled in the
5 following manner:

6
7 7.1.1. First, the Mount Rainier on duty patrol supervisor and the Hyattsville on
8 duty patrol supervisor shall confer and attempt to resolve the dispute.

9
10 7.1.2. Second, if the Parties' duty supervisors are unable to resolve the dispute,
11 the Mount Rainier deputy police chief and the Hyattsville deputy police chief shall confer and
12 attempt to resolve the dispute.

13
14 7.1.3. Third, if the deputy police chiefs are unable to resolve the dispute, the Chief
15 of Police for the Mount Rainier Police Department (“the Mount Rainier Chief”) and the Hyattsville
16 Chief shall confer and attempt to resolve the dispute.

17
18 7.1.4. Finally, if the Mount Rainier Chief and the Hyattsville Chief cannot resolve
19 the dispute, then the chiefs shall reduce the dispute to writing, including a full recitation of all
20 claims and a description of the attempts at resolution, and submit said writing to Mount Rainier's
21 City Manager and Hyattsville's City Administrator for resolution. The Mount Rainier City
22 Manager and the Hyattsville City Administrator shall work cooperatively and collaboratively to
23 resolve the dispute.

24 **SECTION 8. CHANGES**

25
26
27 8.1. The Parties may, at any time, by mutual agreement, make any change in the work
28 within the general scope of this Agreement through an Addendum to this Agreement.

29
30 8.2. If any change under this Section causes an increase or decrease in the cost of, or
31 the time required for, the performance of any part of this Agreement, an equitable adjustment shall
32 be made and the Agreement modified in writing accordingly.

33 **SECTION 9. INDEMNIFICATION**

34
35 9.1. Mount Rainier shall be responsible for and indemnify, defend, and hold Hyattsville
36 harmless against any claim for loss, personal injury, and or damage that may be suffered as a result
37 of its own negligence or willful misconduct arising from this Agreement, including, but not limited
38 to, reasonable attorneys' fees and other costs incurred by Hyattsville, in defending any such claim.
39 Mount Rainier will notify Hyattsville in writing within ten (10) days of receipt of any claim or
40 notice of claim made by any third parties against Mount Rainier regarding the services and work
41 provided to Mount Rainier pursuant to this Agreement. Mount Rainier shall provide Hyattsville
42 with copies of all claims, notice of claims, and all pleadings as the matter progresses.
43

1
2 **9.2.** Hyattsville shall be responsible for and indemnify, defend, and hold Mount Rainier
3 harmless against any claim for loss, personal injury, and or damage that may be suffered as a result
4 of its own negligence or willful misconduct in the performance of the services herein contracted
5 for or for any failure to perform the obligations of this Agreement, including, but not limited to,
6 reasonable attorneys’ fees and other costs incurred by Mount Rainier, in defending any such claim.
7 Hyattsville will notify Mount Rainier in writing within ten (10) days of receipt of any claim or
8 notice of claim made by third parties against Hyattsville regarding the services and work provided
9 to Mount Rainier pursuant to this Agreement. Hyattsville shall provide Mount Rainier with copies
10 of all claims, notice of claims, and all pleadings as the matter progresses.

11
12 **9.3.** This Section shall survive termination of the Agreement.
13

14 **SECTION 10. INSURANCE**

15
16 **10.1.** Hyattsville and Mount Rainier shall purchase and maintain comprehensive third-
17 party legal liability insurance, or its equivalent, throughout the term of this Agreement in the
18 amount of at least One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars
19 (\$2,000,000.00) aggregate, where insurance aggregates apply.
20

21 **10.2.** An insurance policy issued by the Local Government Insurance Trust satisfies the
22 obligation set forth in subsection 10.1.
23

24 **SECTION 11. TERMINATION**

25
26 **11.1.** This Agreement may be terminated by either party upon ninety (90) days written
27 notice to the other party.
28

29 **11.2.** In the event of termination that is not the fault of Hyattsville, Mt. Rainier shall pay
30 to Hyattsville the compensation properly due for services properly performed or goods properly
31 delivered prior to the effective date of the termination and for reasonable reimbursable expenses
32 properly incurred prior to termination.
33

34 **SECTION 12. APPLICABLE LAW**

35
36 **12.1.** The laws of the State of Maryland, excluding conflicts of law rules, shall govern
37 this Agreement as if this Agreement were made and performed entirely within the State of
38 Maryland. Any suit to enforce the terms hereof or for damages or other relief as a consequence of
39 the breach or alleged breach hereof shall be brought exclusively in the courts of the State of
40 Maryland in Prince George’s County, and the Parties expressly consent to the jurisdiction thereof
41 and waive any right that they have or may have to bring such claim elsewhere.
42
43

1 **SECTION 13. CERTIFICATION**

2
3 **13.1.** Hyattsville and the individual executing this Agreement on Hyattsville’s behalf
4 warrant that they have not employed or retained any person, partnership, corporation, or other
5 entity, other than a bona fide employee or agent working for it, to solicit or secure this Agreement
6 and have not paid or agreed to pay any person, partnership, corporation, or other entity, other than
7 a bona fide employee or agent, any fee or any other consideration contingent on the making of this
8 Agreement.

9
10 **SECTION 14. NOTICES**

11
12 **14.1.** Required notices or communications under this Agreement shall be in writing and
13 personally delivered, mailed, delivered by a reputable overnight delivery service, or e-mailed:

14
15
16 If to Hyattsville: Ms. Tracey Douglas
17 City Administrator
18 City of Hyattsville
19 4310 Gallatin Street
20 Hyattsville, Maryland, 20781
21 tnicholsondouglas@hyattsville.org

22
23 With a copy to: Col. Jarod Towers
24 Chief of Police
25 City of Hyattsville
26 4310 Gallatin Street
27 Hyattsville, Maryland, 20781
28 jtowers@hyattsville.org

29
30
31 If to Mount Rainier: Mayor Celina Benitez
32 City Mayor
33 City of Mount Rainier
34 3249 Rhode Island Avenue
35 Mount Rainier, Maryland, 20712
36 mayorbenitez@mountrainiermd.org

37
38 With a copy to: Mr. Linwood Alston
39 Chief of Police
40 City of Mount Rainier
41 3249 Rhode Island Avenue
42 Mount Rainier, Maryland, 20712
43 lalston@mountrainierpd.org

1
2 **14.2.** Notices by e-mail shall be deemed given when the recipient confirms receipt or
3 upon the expiration of twenty-four (24) hours after successful electronic transmission of the notice,
4 whichever occurs first.

5
6 **SECTION 15. SUCCESSORS AND ASSIGNS**
7

8 **15.1.** The Parties bind themselves, their partners, successors, assigns, and legal
9 representatives to this Agreement and to the partners, successors, assigns, and legal representatives
10 of such other party with respect to all covenants of this Agreement. Neither party shall assign,
11 sublet, or transfer its interest, including, but not limited to, the proceeds thereof, in this Agreement
12 without the written consent of the other party, such consent not to be unreasonably delayed,
13 withheld, or conditioned.

14
15 **SECTION 16. MISCELLANEOUS**
16

17 **16.1.** This Agreement contains the entire agreement between the Parties. All oral or
18 written negotiations and prior dealings are merged into this Agreement.

19
20 **16.2.** This Agreement is binding upon the Parties, their heirs, successors, administrators,
21 and assigns. Any amendment or modification to this Agreement must be in writing signed by both
22 parties.

23
24 **16.3.** The failure of the Parties to enforce any of the terms, conditions or covenants of
25 this Agreement is not a waiver of a subsequent breach or default of the terms of this Agreement.

26
27 **16.4.** If any term or provision of this Agreement shall be held invalid or unenforceable
28 to any extent, the remainder of this Agreement shall not be affected thereby, and each term and
29 provision of this Agreement shall be enforced to the fullest extent permitted by law.

30
31 **16.5.** All representations, warranties, covenants, conditions, and agreements contained
32 herein which either are expressed as surviving the expiration and termination of this Agreement
33 or, by their nature, are to be performed or observed, in whole or in part, after the termination or
34 expiration of this Agreement, shall survive the termination or expiration of this Agreement.

35
36 **16.6.** This Agreement shall not be construed in favor or against either party based on the
37 fact that it was drafted by Hyattsville.

38
39 **16.7.** This Agreement may be executed electronically and in counterparts. All such
40 counterparts will constitute the same Agreement and the signature of any Party to any counterpart
41 will be deemed a signature to, and may be appended to, any other counterpart. Executed copies
42 hereof may be delivered by e-mail and upon receipt will be deemed originals, regardless of whether
43 originals are delivered thereafter.

44
45 **16.8.** The recitals above are hereby incorporated into this Agreement.

1
2 **IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed
3 by their proper and duly authorized officers on the day and year first written above.

Attest:

City of Hyattsville:

By: _____
Laura Reams
City Clerk

By: _____
Tracey Douglas
City Administrator

Attest:

City of Mount Rainier:

By: _____
Melissa Sam
City Clerk

By: _____
Kourosh Kamali
City Manager



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-8-FY23

7/18/2022

9.c.

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

Item Title:
FY23 Budget Appropriation: No Kid Hungry Grant Award

Suggested Action:

I move that the Mayor and Council accept and appropriate, in the FY23 budget, a grant award from No Kid Hungry in the amount of \$6,000 for support of the City's efforts to alleviate immediate food insecurity in our city and surrounding municipalities.

Summary Background:

Since May of 2020, the City has provided food to families in need during COVID-19. The funding from No Kid Hungry will allow the City to:

- 1) sustain its regularly occurring community-wide food distribution event;
 - 2) provide daily meals and wraparound support for children and their families during the school year and the summer; and
 - 3) sustain the provision of emergency food and prepared meals to older adults and vulnerable community members.
- These services will increase the food security of Hyattsville residents and community members from adjacent municipalities whose children are enrolled in our city's schools and youth and teen programs.

Next Steps:

Appropriate funding.

Fiscal Impact:

\$6,000

City Administrator Comments:

Recommend support.

Community Engagement:

These programs will provide engagement with the community.

Strategic Goals:

Goal 3 - Promote a Safe and Vibrant Community

Legal Review Required?

N/A



April 21, 2022

Sandra Shephard
Director, Community Services & Programs
City of Hyattsville
4310 Gallatin Street
Hyattsville, Maryland 20781

Dear Sandra,

Share Our Strength's No Kid Hungry Campaign is pleased to award a grant of **\$6,000.00** to **City of Hyattsville** (Grantee). The purpose of this grant is to support your critical work to end childhood hunger, as described in your proposal, which is attached for your convenience.

Please note:

- We want to ensure you receive email communications about your grant. To make sure you receive our messages, please whitelist grantshelpdesk@strength.org. Ask your IT administrator if you need assistance with this.
- Funding will be dispersed via an electronic funds transfer. You must be able to provide your banking information (below) in order for your organization to receive award funding. Paper checks will not be issued. Please contact grantshelpdesk@strength.org if you have any questions.

Agreement Period

This Agreement ("Agreement") shall align with the start and end dates listed in your application, if applicable, or begin on the date of this agreement and end one-year after the start date, unless earlier terminated hereunder or such period is extended by written agreement of both parties ("Agreement Period").

Use of Grant Funds

Grant funds may be used only for the budget items outlined in your proposal. Funds must be spent before the end of the grant Agreement Period. Grant funds may NOT be used to support lobbying. Prohibited lobbying includes direct or grassroots lobbying communications that reflect a view of support or opposition on a specific legislative proposal. Any unused funds at the end of the grant Agreement Period must be returned to Share Our Strength. Budget changes may be requested in advance, in writing, to Share Our Strength by emailing grantshelpdesk@strength.org with your organization's name and specific budget request.

Reporting Requirements

By accepting these grant funds, Grantee agrees to provide us with four quarterly reports and one final narrative report throughout your grant period accessible via the No Kid Hungry Online Grants Portal at <https://nokidhungry.force.com/>. Share Our Strength reserves the right to use data, research, publications, and stories submitted via reporting on this Agreement. The applicant has listed a Point of Contact in your organization as the contact responsible for reporting; they will receive reminders to complete reporting and are required to do so. If your organization wishes to change the reporting

contact, please email GrantsHelpDesk@strength.org with organization and updated contact information.

Site Visits and Publicity Efforts

As a condition of this grant, Grantee agrees to collaborate with Share Our Strength on in-person or virtual site visits and/or publicity efforts relating to this grant, by either Share Our Strength or any additional funders of this grant noted in this Agreement. Please note that all such in-person or virtual site visits or publicity efforts will be coordinated in advance and with consideration of being inclusive to your organization, and in accordance with your organization's availability and schedule.

To promote the great work your organization is doing, Share Our Strength reserves the right to include the name, location, and website of your organization on our No Kid Hungry Grants Map, along with a description of how your No Kid Hungry grant(s) will be used.

Commitment to Anti-Discrimination and Diversity

Share Our Strength has a zero-tolerance policy toward all forms of unlawful discrimination and harassment by or towards staff and volunteers, including but not limited to sexual harassment, and no form of unlawful discrimination by or towards any employee, member, volunteer, or other person in our workplace or jobsites will be tolerated. It is our belief that every person shall be treated fairly and with respect regardless of such things as race, color, religion, sex, sexual orientation, gender identity, national origin, disability status, veteran status, age, or socio-economic status. Grantee acknowledges and agrees that it shall comply with all applicable federal and state laws prohibiting discrimination and/or harassment in its programs, activities, hiring or employment practices and within all activities conducted under this grant and partnership agreement.

Changes in Programming and Tax-Exempt

Please immediately notify your Share Our Strength program or grant contact of any change in your public charity status or if you encounter challenges or delays starting your program on time, meeting the goals or objectives outlined in this Agreement, or spending the grant funds before the end of the grant Agreement Period. This grant is contingent on Grantee's ability to implement the goals or objectives as outlined in this Agreement. Grantees who are no longer tax-exempt or are unable to implement their grant are required to notify Share Our Strength and return the full grant amount or remaining unspent grant funds at Share Our Strength's discretion.

Compliance with Laws

Grantee represents that it will perform its obligations hereunder in full compliance with all applicable federal, state and local laws and regulations.

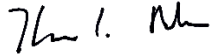
Termination of Grant

If Share Our Strength determines, in its sole reasonable opinion, that Grantee is unable to meet the goals or objectives of the grant, or has violated or failed to carry out any provision of this Agreement, Share Our Strength, may, in addition to any other legal remedies it may have, terminate the Agreement and demand the return of all or part of the grant funds, including, without limitation, grant funds expended by Grantee for purposes other than those set forth in this Agreement. If so requested, Grantee shall return all such grant funds to Share Our Strength within thirty (30) days of receiving a termination notice from Share Our Strength.

If you have questions about any of the conditions described in this letter, or about your grant in general, please contact Liz Evancho, Director of Grants Administration, at eevancho@strength.org.

I offer you my thanks for your daily efforts to end childhood hunger. Share Our Strength is pleased to support your important work and looks forward to hearing about your progress.

Sincerely,



Tom Nelson
President & CEO

ACH (Bank to Bank) Grant Deposit Information

Please fill-in the banking information below to receive your grant funds via direct bank deposit to your school district or organization. We cannot process any grant payments with missing fields or blank signature.

BANK NAME: _____

BANK ADDRESS: _____

(9) DIGIT ROUTING NUMBER: _____

DEPOSITOR ACCOUNT NAME: _____

DEPOSITOR ACCOUNT NUMBER: _____

TYPE OF ACCOUNT:

The information being collected on this form will be used by Share Our Strength to securely transmit payment data, by electronic means, to your organization's financial institution. By checking this box, you agree that the above ACH payment information listed is accurate and that you are an authorized representative of your organization permitted to share this ACH payment information.

Authorizing Signature

Signing the below indicates your agreement to all grant requirements and authorizes a bank transfer of the grant amount stated in this letter.

Signature: _____

Date: _____

Print Name: _____

Title: _____

Organization Name or School District: _____



Community Nutrition Application

1. INTRODUCTION

The No Kid Hungry Child Nutrition Access Grant Opportunity will provide funding to community organizations and government entities to maximize the child nutrition programs and other emergency food programs to ensure children and families have access to healthy meals at school and at home during the school year and/or summer months.

No Kid Hungry knows that community organizations and government entities play a key role in ensuring children receive access to nutritious meals and food they need to learn, grow, and thrive to reach their full potential. These flexible grants will allow organizations and government entities to respond to the growing needs and emerging opportunities to provide food and resources to kids and families.

ELIGIBILITY PRIORITIES

Communities Experiencing Inequalities:

Share Our Strength is committed to addressing the systemic and structural health, social, and economic inequities that disproportionately impact communities of color. To ensure we are supporting individuals and communities most impacted by these inequalities, we will prioritize grant funds to organizations serving communities where over 50% of the population identify as Black, Latino, Native American, Asian, Hawaiian Native, or Pacific Islander. We will also prioritize funds to rural communities that face unique challenges in addressing hunger and communities where members experience an intersectionality of identities and environmental factors that contribute to a number of discriminations and disadvantages.

Communities Experiencing Economic Hardship:

As the effects of Covid-19 continue to be felt in communities across the country, grant funds will be provided to communities experiencing extreme economic hardship. In determining economic impact, No Kid Hungry will review data points including: free and reduced eligible students, child food insecurity projections, and the social vulnerability index score.

Ability to Serve Children Today and in the Future:

Taking into consideration equity and economic hardship, funds will be prioritized to support community organizations with a strong and sustainable plan for maximizing participation in the child nutrition programs and/or leveraging other programs to combat food insecurity such as emergency food programs (weekend meal programs, school pantries, etc.), children and family outreach and engagement, and federal nutrition program enrollment. Applications should address both the immediate need of alleviating hunger and supporting children, as well as the long-term sustainability of programming, if applicable.

I have read the Eligibility Priorities and my organization is eligible to apply.

Sí



Community Nutrition Application

USE OF FUNDS

Grant funding is available for community organizations offering support to school districts or filling gaps where school districts are unable to provide meals. Funds are intended to support organizations in having the adaptability to meet the changing needs of children and families. Community organizations can leverage a variety of strategies to increase meals served and support kids and families, including:

- Working with school districts to ensure maximum student participation and improving meal quality in federal nutrition programs like School Breakfast, School Lunch, Afterschool Meals and Snacks, and the Fresh Fruit and Vegetable Program, as well as the Summer Food Service Program or Seamless Summer Option
- Providing meals during weekends and out-of-school time through Afterschool Meals and snacks, backpack programs, community and school food pantries, food delivery, and other food distribution sites
- Promoting awareness of meal availability to children and families, especially for free and reduced-price eligible students
- Promoting and supporting enrollment of SNAP, WIC and Pandemic-EBT programs as well as the Child Tax Credit

Examples of how funding may be used include:

- Meal service supplies and equipment needed to serve meals, including: grab and go carts, insulated coolers/warmers, packaging equipment and supplies, refrigerators, and retrofitting existing equipment to meet new needs
- Costs of hiring additional staff positions or increasing hours for existing staff to meet increased demand as a result of COVID-19 or provide additional services like meal delivery
- Costs of providing incentives for staff retention, recruitment and training.
- Costs associated with new or ongoing partnerships between school districts and community organizations
- Transportation costs associated with meal delivery such as refrigerated trucks or fuel
- New costs associated with COVID-19 preparedness like no-touch point of service machines, hand washing stations, PPE equipment and cleaning supplies
- Non-reimbursable food costs for food pantries, backpack programs, or adult meals
- Non-reimbursable food costs for school food pantries or backpack programs.
- Program outreach, benefit enrollment assistance (SNAP, WIC, etc.), and marketing costs.
- Additional expenses as needed

I read the Use of Funds, and understand the variety of items that can be covered using grant funds.

Sí

CORPORATE FUNDING

Grants may be funded through corporate partners working with Share Our Strength. You will be notified upon receipt of the grant award if a corporate partner is sponsoring the grant award.

I understand that my award may be sponsored through corporate partners working with Share Our Strength.

Yes



Community Nutrition Application

2. APPLICANT DETAILS

Organization

City of Hyattsville

How would you like your organization's name listed on public-facing materials?

City of Hyattsville

PERSON AUTHORIZED TO SIGN A GRANT AGREEMENT LETTER

Sandra Shephard
Director, Community Services & Programs
(301)-985-5031
sshephard@hyattsville.org

COMMUNITY ORGANIZATION

Is your organization a government entity, university, or school district?

Si

Is your organization a sponsor for the SFSP Summer Meals?

Yes

Is your organization a Child and Adult Care Food Program Afterschool Meals sponsor?

Yes



Community Nutrition Application

3. IMPLEMENTATION STRATEGIES

Please provide the projected timeline of the grant-funded project.

1-year grant cycle

Please provide the anticipated start date and end date of the project you are proposing with the use of grant funds. Please note that most No Kid Hungry grant periods are 12-months unless otherwise specified, such as funding being used for summer only.

Start Date: 07/01/2022

End Date: 06/30/2023

Which of the following programs will No Kid Hungry funding be used to support? Select all that apply.

Alcance o servicios de SNAP;Habilidades alimentarias y/o educación nutricional;Despensa Escolar;Banco de Alimentos y Despensa de Alimentos Comunitaria;Otro;Comidas/Refrigerios Después de la Escuela;Comidas de Verano (servidas sin costo para todos los participantes)

Please provide a concise description of the project you are proposing. (2-3 sentences maximum)

The City of Hyattsville will use funds to: 1) sustain its regularly occurring community-wide food distribution event; 2) provide daily meals and wraparound support for children and their families during the school year and the summer; and 3) sustain the provision of emergency food and prepared meals to older adults and vulnerable community members. These services will increase the food security of Hyattsville residents and community members from adjacent municipalities whose children are enrolled in our city's schools and youth and teen programs.

Please provide 1-2 primary objectives for the proposed project and how your grant funds will help support these objectives. Well-written objectives will be specific, measurable, achievable, relevant, time-specific, and include a brief description of your distribution plan.

Objective 1:

To alleviate immediate food insecurity in our city and surrounding municipalities, the City of Hyattsville will serve 400 youth, families, and older adults once a month (4,800/year) through its monthly food (shelf-stable and fresh produce) distribution event at Driskell Community Park and related support to 8 local food banks and pantries operated by its partners (e.g., faith groups, schools, and non profits organizations.)

Objective 2:



Community Nutrition Application

To alleviate immediate food insecurity experienced by youth and teens during the summer months, the City of Hyattsville will for eight weeks (when school is not in session) enhance the food security for 80 children and teens who are enrolled in its summer enrichment programs, and 20 individuals enrolled in its youth employment program. Wraparound services such as case management, mentoring, and educational programming will be provided to foster the health and wellness, self-advocacy, and life skills of engaged youth and teens.

Please estimate what percentage of students are eligible for free/reduced-price lunch in the areas you plan to reach through this grant funding. If necessary, please refer to the NKH's eligibility map (<http://bestpractices.nokidhungry.org/Averaged-Eligibility-Map>).

60% o más alto

1-YEAR GRANT CYCLE

What is the projected number of unduplicated children ages 0-18 that will be impacted during this grant period?

400

What is the projected number of unduplicated people (children and adults) that will be impacted during this grant period?

500

Will your organization be directly distributing food or meals to children or adults in need?

Yes

Please provide the projected number of meals to be distributed to children and adults during the grant period? (1.2 pounds of food = 1 meal)

0

What days of the week will your organization distribute meals? If your organization has more than one site distributing meals and their days of operation will vary, please choose all days of the week applicable across distribution sites. Please include distribution days only, not the days the meals are for (i.e. select Tuesday & Friday if you distribute meals for Tuesday-Thursday on Tuesday and for Friday-Monday on Friday). Select all that apply.

Monday;Tuesday;Wednesday;Thursday;Friday

Which of the following meal types do you plan to serve across all distribution sites? Select all that apply.



Community Nutrition Application

Breakfast;Lunch;Snack;Supper;Grocery/Produce Distribution

What food or meal distribution options will be available? Select all that apply.

Walk-up distribution;Drive-thru or curbside distribution;Distribution along bus or mobile routes;Direct home delivery;Meals for adults/families;Food or groceries for families;Meals eaten on-site

MARKETING TACTICS

Which of the following marketing tactics, if any, will your organization utilize to promote the availability of meals? Select all that apply.

Market site locations at community centers, events, etc.;Door-to-door canvassing;Mail postcards;Texting and other site-locator resources;Contact families participating in other social assistance programs;Work with schools to promote your site location (e.g., backpack flyers);Work with community members as promotional partners;Parent text messages;e-newsletters;Websites;Social Media;[IF WORKING WITH SCHOOL] Provide information on the suppers or snacks on the website or social media outlets;[IF WORKING WITH SCHOOL] Send a letter or flyer about the suppers or snacks directly to parents

CHALLENGES

Below are three sections where you can specify challenges your organization is facing related to the proposed project. For each, please describe the actions your organization will take to address the challenge. To help with accountability, please also identify a person/leader by title in charge of addressing the challenge.

Please note, you are required to submit at least one challenge.

CHALLENGE	HOW CHALLENGE WILL BE ADDRESSED	POC IN CHARGE
Food donated doesn't meet the cultural needs of the community	Food donated doesn't meet the cultural needs of the community. Most distributed emergency food items are shelf-stable provisions; there is great need for fresh produce that enables families and individuals to eat more healthy meals. Foods that reflect the cultural diversity of our residents would also be beneficial. This grant will enable the city to source and provide more fresh produce to youth and adults. The Capital Area Food Bank's Mobile Market is a source of fresh produce that the city is seeking to secure as a site partner to broaden the variety of healthy foods made accessible.	Director, Community Services
Low program awareness	While the city has served hundreds of families and	Age-Friendly Program and



Community Nutrition Application

<p>among students/children or parents/caregivers</p>	<p>individuals through its emergency food assistance efforts since the onset of the pandemic, low awareness among hard-to-reach and underserved community groups will be addressed through increased and culturally appropriate outreach to immigrant, resettled refugee, and other populations. GIS mapping (heat mapping) of vulnerable populations using social vulnerability indicators will also be expanded as part of this initiative to amplify outreach to underserved community groups.</p>	<p>Vulnerable Populations Lead</p>
<p>Transportation issues</p>	<p>The city utilizes an older city vehicle (minibus) and 1.5 FTE drivers to deliver boxes of emergency food to its partners and community members not able to drive or walk through its food distribution event. The minibus also transports older adults, persons with disabilities, and youth throughout the week to activities and afterschool programs, which creates a challenge when the vehicle is needed for delivering food provisions. This challenge will be addressed this summer when the city receives two wheelchair accessible buses funded through the Federal Transit Administration’s Enhanced Mobility Options grant. This grant will also support the onboarding of an additional FTE driver, which will permit the city to sustain and expand its food security outreach efforts.</p>	<p>Manager, Transportation Services</p>



Community Nutrition Application

4. EQUITY, DIVERSITY, AND INCLUSION

COMMUNITY NEEDS

Please provide information on your community and the specific needs your project will address. Please include any relevant demographic information about the population you are trying to reach, such as age, disability, religious, income, unhoused, LGBTIA+, and race/ethnic composition including persons of color, immigrant and refugee families, and Native and Indigenous communities.

Incorporated in 1886, Hyattsville, Maryland is home to 21,000 residents. Our mission is to build and support community by striving to meet the needs of our residents and providing exceptional programs, events and celebrations that bring people together. We carry this out through child and teen programs, services and programs for older adults and persons with disabilities, volunteer opportunities, communications and community outreach, cable channel programming, and community-driven events and programs that celebrate our community's diversity.

Some of the resources and programs offered to community members include:

- COVID-19 testing, vaccinations, masks, and at-home test kits
- Emergency food distribution (weekly since the onset of COVID-19 pandemic)
- Home modification, repair, and weatherization services (via partnership with Habitat for Humanity Metro Maryland)
- Free Legal Counseling (via partnership with Pro Bono Resource Center of Maryland)
- Meals on Wheels (via partnership with Meals on Wheels College Park)
- Public benefits assistance and information and referrals
- Robocall system to alert residents about important information, including COVID-19 information and resources
- Youth after school, summer programs and special camps when schools are not in session through out the year

Hyattsville is a diverse municipality with respect to race and diversity, as well as socioeconomic indicators. Its boundary overlaps with six Equity Emphasis Areas within the Washington DC-VA-MD Urbanized Area. These include 8059.08, 8060, 8062, 8051.01, 8059.05, and 8063. In total, 79% of the city's area falls within an Equity Emphasis Area.

Hyattsville is a majority-minority city. This means that one or more racial, ethnic, and/or religious minorities identified nationally as a minority group make up a majority of the local population. Citywide, 76.3% of Hyattsville residents are non-white, with a high of 85.74% non-white and a low of 55.18% non-white at the census tract level.

In addition, in Prince George's County the percentage of students receiving free or reduced lunches ranges from 0% to 96.93% with a median value of 63.63%. Within Hyattsville, Edward M. Felegy Elementary has the highest rate (89.07%) of lunches being free/reduced price, followed by Rosa Parks Elementary (88.95%), and Hyattsville Elementary (71.46%).

The COVID-19 pandemic compounded existing inequities across several domains such as housing, employment, and access to health care. Food insecurity was one of the most tangible inequities experienced among individuals and families within our city. For the past two years, queues of families and



Community Nutrition Application

individuals have driven or walked to the weekly food distribution event held at Hyattsville's Driskell Community Park to receive boxes of shelf-stable food and fresh produce, as well as provisions for a Thanksgiving meal. Outreach to inform residents about the availability of food resources at the onset of the pandemic was assisted through an initiative to identify vulnerable community members.

The pandemic underscored the necessity of having a reliable and expedient way to identify and assist at-risk and vulnerable populations. Early on, City of Hyattsville staff (cross-departmental) launched a Vulnerable Populations Initiative that included:

- Conducting community needs surveys in response to the COVID-19 pandemic to identify challenges and needs experienced by community members; food insecurity was and continues to be an issue experienced by residents.
- Initiated a community mapping project to identify vulnerable and hard-to-reach populations using Geographic Information System (GIS) technology.
- Created program content for launching an Emergency Assistance Voluntary Registry in FY23 to identify individuals needing specialized assistance (including food) in event of a disaster or public health threat.

To map vulnerable community members (e.g., youth, older adults) within the City of Hyattsville, selected data sets were overlaid and analyzed at the census block level. This produced a visual representation of where community groups more prone to experiencing food insecurity dwell in Hyattsville; this serves as a city roadmap for more strategically targeting food security outreach efforts.

In addition, in 2020 the City of Hyattsville's late mayor Kevin Ward, council members, and city staff met with faith group and school leaders to identify challenges faced by community members, which also revealed the great extent of food insecurity experienced by youth, families, and older adults.

Through community surveys, listening sessions, and programming for youth, teens, and older adults, the City of Hyattsville regularly gleans information that informs and shapes the programs and services delivered to its residents. In addition, Hyattsville committees and advisory groups are comprised of community members who reflect the racial, ethnic, and age diversity of our city. These committees include the Race and Equity Task Force, the Health, Wellness and Recreation Advisory Committee, the Age-Friendly Work Group, and a Teen Advisory Committee affiliated with Northwestern High School that will be resumed this Fall. Committee members, school administrators, parents, faith group leaders, and youth and teens engaged through our city's programs will continue to be engaged as thought partners for developing effective community programs, including those that enhance food security for our residents.

Children and families are invaluable thought partners in designing effective community programs. Please describe plans to elevate and address the needs of people of color; engage the community as partners in decision-making; and/or ensure that decision-makers are reflective of the community you serve.

For support, please see resources including "[Let Your Community Shape Your Program](#)" and "[Conversation Starters For Designing More Inclusive School Meals Programs](#)".

Community surveys, listening sessions, and satisfaction surveys will be used to enhance meal programs for youth, teens, and older adults. City of Hyattsville committee members, school administrators, parents, faith group leaders, and youth and teens engaged through our city's programs will continue to be engaged as thought partners for developing effective community programs, including those that enhance the food security of our residents.



Community Nutrition Application

In 2016, the City of Hyattsville launched a Teen Advisory Committee in partnership with Northwestern High School. The Advisory Committee functioned for several years and fostered youth engagement in civic issues and a voice for student concerns. The Teen Advisory Committee will be relaunched this Fall and provide the opportunity for teens to bring issues of concern before City Council and shape city programs and services that reflect the needs and interests of Hyattsville youth.

Please help us better understand the ethnic diversity of the community served by the program for which you are submitting a grant application by providing a percentage breakdown. If an individual identifies as more than one race, such as Black and Hispanic, please include this in "Two or More Races." If you do not know the race or ethnicity category of the community served, please enter 100 under "Unknown" in order to continue. Please refer to [NCES race and ethnicity definitions](#) if further guidance is needed.

American Indian / Alaska Native:	0%
Asian:	6%
Black or African American:	30%
Hawaiian Native / Pacific Islander:	0%
Hispanic or Latinx:	35%
Two or More Races:	5%
White:	24%
Unknown:	0%

Which of the following communities will be impacted by this grant funding? Select all that apply.

Urbana

List other organizations, if any, you are working with on the project and the role of each. If you are not working with any other organizations, please write "N/A".

Since the onset of the pandemic and related establishment of the City of Hyattsville’s weekly emergency food distribution event, we have fostered or deepened and sustained several key partnerships with area and county agencies to expand outreach and support to food insecure youth, families, and older adults.

Key partners include local schools (e.g., Edward M. Felegy Elementary, Rosa Parks Elementary, Hyattsville Elementary), faith groups (e.g., First United Methodist Church of Hyattsville, Hyattsville Mennonite Church), and the Latin American Youth Center to promote the availability of the city’s emergency food resources and



Community Nutrition Application

identify community members in need.

We also partner with the Capital Area Food Bank, U.S.D.A., Meals on Wheels of College Park, Feed the Fridge, and Prince George's Department of Family Services and Aging to secure and distribute shelf-stable food and fresh produce, and prepared meals (warm and frozen) to food insecure families and older adults.

Liaising with County's Food Equity Council provides opportunities to elevate awareness about food insecurity among community members and strategies to address it.

These partnerships will continue to be ones that we sustain and expand for this grant-funded initiative.

Will grant funding impact local, state-wide, or national efforts?

Local

COUNTY / COUNTIES IMPACTED

County	State
District of Columbia	District of Columbia



Community Nutrition Application

5. BUDGET REQUEST

Grant funds are intended for your organization to help address barriers and challenges that will enable you to increase access to food and nutrition for children. Please use the form below to provide details on how the grant funds will be used. We prefer to fund items that will help sustain your programs beyond the grant year. **You may add up to 9 budget items.**

CATEGORY	BUDGET REQUEST DESCRIPTION	ESTIMATED COST OF ITEM	PURPOSE OF COST OF ITEM
Food costs	Funds will be used to secure fresh produce and shelf-stable food that is culturally appropriate for the city's monthly food distribution event and local food banks and pantries; funds will also be used to secure and provide eight weeks of meals (breakfast, lunch and snacks) for youth and teens enrolled in the city's eight weeks of summer programming.	\$8,000.00	Financiamiento de nuevos costos
Meal service supplies	Funds will be used to purchase bags for dividing food delivered to the city in bulk supply into portions that can be distributed to youth, families, and individuals. Plates and utensils will also be purchased for serving meals to youth and teens participating in the city's summer programs.	\$1,500.00	Financiamiento de nuevos costos
Program outreach (flyers, banners, ads, etc.)	Funds will be used to print color flyers and post cards and related outreach materials to increase awareness among target groups about the city's emergency food resources and programs.	\$500.00	Financiamiento de nuevos costos
Total:		\$10,000.00	



Community Nutrition Application

6. ADDITIONAL CONTACTS

Please indicate all contacts associated with this application and each role they play, as defined below. Designating a Reporting Contact is required. All other roles are optional.

Reporting Contact: Person who will be responsible for reporting grant progress on behalf of the organization. This contact will receive quarterly email reminders to submit online report forms. *Please note: Only the Reporting Contact will receive these email reminders.*

Name	Primary Role	Additional Role(s)
Marci LeFevre	Applicant	
Sandra Shephard	Reporting Contact	



Community Nutrition Application

7. UNDERSTANDING GRANT REQUIREMENTS

If awarded funding, I understand I will be required to:

- Expend the grant award for the purpose(s) approved in the grant award letter by the deadline stated in the grant letter.
- Submit four quarterly reports and a final report for a full year grant, or one comprehensive report following your summer meals program for summer-only projects due on September 30, 2022. Specific reporting requirements will be communicated at the time of grant award notification.
- Permit a representative from No Kid Hungry to visit my program at a convenient date(s) to see my program in action.
- Cooperate, if asked, with a representative from No Kid Hungry to publicize the grant award and how it has contributed to the success of my program.
- Provide Share Our Strength the right to include the name, location, and website of your organization on our online No Kid Hungry Grants Map to promote the great work your organization is doing.
- Understand that grants may be funded through corporate partners working with Share Our Strength and the No Kid Hungry Campaign. You will be notified immediately if corporate partners are sponsoring this opportunity.

Estoy de acuerdo



City of Hyattsville

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(301) 985-5000
www.hyattsville.org

Agenda Item Report

File #: HCC-9-FY23

7/18/2022

9.d.

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

Item Title:
FY23 - Landscaping Contract Expenditure

Suggested Action:

I move that the Mayor and Council authorize an expenditure not to exceed \$75,000 to Professional Lawn Maintenance Services (PLMS) for the FY23 portion of the existing landscaping contract.

Summary Background:

In the spring of 2021, the City awarded a three (3) year contract to PLMS to provide landscaping services for City Parks, Facilities, and other areas requiring regular maintenance.

Next Steps:

Issue the FY23 purchase order to complete year two (2) of the contract.

Fiscal Impact:

NTE \$75,000

City Administrator Comments:

Recommend support.

Community Engagement:

N/A

Strategic Goals:

Goal 3 - Promote a Safe and Vibrant Community

Legal Review Required?

N/A



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Agenda Item Report

File #: HCC-10-FY23

7/18/2022

9.e.

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

Item Title:
FY23 - Alley Maintenance Contract Expenditure

Suggested Action:

I move that the Mayor and Council authorize an expenditure to Professional Lawn Maintenance Services (PLMS) for an amount not to exceed \$35,000 for the FY23 portion of the contract.

Summary Background:

In the spring of 2021, the City awarded a three (3) year contract to PLMS provide alley maintenance services for City alleys, roads, and other areas requiring regular maintenance.

Next Steps:

Issue a purchase order for FY23 contract.

Fiscal Impact:

NTE \$35,000

City Administrator Comments:

Recommend support.

Community Engagement:

N/A

Strategic Goals:

Goal 3 - Promote a Safe and Vibrant Community

Legal Review Required?

N/A



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Agenda Item Report

File #: HCC-12-FY23

7/18/2022

9.f.

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

Item Title:
Adirondack Tree Experts Contract - Option Year 4

Suggested Action:
I move that the Mayor and Council authorize the City Administrator to execute option year four (4) of the Urban Tree Care contract with Adirondack Tree Experts and authorize an expenditure not to exceed \$185,000 for continued services.

Summary Background:
In December 2018, the City Council authorized a contract for Urban Tree Care with Adirondack Tree Experts for one (1) year with up to five (5) one (1)-year extensions. The City exercised option year one (1) in FY20, option year two (2) in FY21, option year 3 in FY22, and is now exercising option year four (4).

Next Steps:
Issue the purchase order for the FY23 option year.

Fiscal Impact:
NTE \$185,000

City Administrator Comments:
Recommend Approval

Community Engagement:
N/A

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

Legal Review Required?
N/A



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Agenda Item Report

File #: HCC-13-FY23

7/18/2022

9.g.

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

Item Title:

Approval of Funding for FY23 Lease of 4629 Arundel Place

Suggested Action:

I move that the Mayor and Council authorize an expenditure of \$42,000 to Phu Than Neuyen for the lease of 4629 Arundel Place from July 1, 2022 - June 30, 2023 pending legal review.

Summary Background:

In April of 2021, the Mayor and Council authorized an extension of the current lease of 4629 Arundel Place to expire on June 30, 2022. The Department of Public Works and Mr. Neuyen would like to renew the lease with a new expiration date of June 30, 2023.

Next Steps:

Issue a Purchase Order

Fiscal Impact:

\$42,000

City Administrator Comments:

Recommend approval. The space which is adjacent to the Department of Public Works (DPW) yard provides storage for equipment and supplies. It also allows for staff and city vehicle parking, a bus charging station and will support the environmental depot.

Community Engagement:

N/A

Strategic Goals:

Goal 4 - Foster Excellence in all City Operations

Legal Review Required?

Pending



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Hyattsville, MD 20781
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www.hyattsville.org

Agenda Item Report

File #: HCC-14-FY23

7/18/2022

9.h.

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

Item Title:

Construction of a Submerged Gravel Wetland

Suggested Action:

I move that the Mayor and Council authorize an expenditure not to exceed \$170,000 to Stormwater Maintenance, LLC (dba SMC) for the construction of the 42nd Place submerged gravel wetland.

Summary Background:

The 42nd Place submerged gravel wetland project was proposed as part of the Lower Ward 1 Resilient Stormwater Systems Planning Study presented to Council at the October 19, 2020 meeting. This is the first project recommended to be designed and constructed using grant funds. At the June 7, 2021 Council meeting the City accepted a \$170,000 grant from the Chesapeake & Atlantic Coastal Bays Trust Fund for the construction of the project. The work will be completed using SMC's existing contracts. SMC is one of the City's current on-call environmental and stormwater consultants.

Next Steps:

Issue purchase order and schedule construction.

Fiscal Impact:

NTE \$170,000

City Administrator Comments:

Recommends approval. This work will be covered using grant funds.

Community Engagement:

Community meetings were conducted during the Lower Ward 1 Resilient Stormwater Systems Planning Study.

Strategic Goals:

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

Legal Review Required?

N/A



913 Ridgebrook Road | Suite 302 | Sparks, MD 21152

P: 410.785.0875 | www.mdswm.com | info@mdswm.com

June 1, 2022

Lesley Riddle
Public Works Director
Department of Public Works
City of Hyattsville, MD
4633 Arundel Place,
Hyattsville, Maryland, 20781

VIA EMAIL: lriddle@hyattsville.org

Subject: 42nd Place Submerged Gravel Wetland
Proposal for Construction Services

Dear Lesley:

Stormwater Maintenance, LLC (dba SMC) is pleased to submit this proposal for construction services on the above referenced site. This proposal is based on our review of the construction plans provided by the LID Center and dated May 4, 2022, our review of the project site, and our understanding of the work at this time.

SCOPE OF SERVICES AND WORK PLAN

Based on the above, SMC proposes to perform the following work one time:

- Mobilize, a construction crew and site appropriate equipment to complete the project.
- Engage a private utility location contractor to locate any onsite utilities.
- Survey and lay the project limits of disturbance and erosion and sediment control (ESC) locations.
- Attend a pre-construction meeting with various stakeholders.
- Following ESC approval by regulatory agencies, initiate demolition and clearing and grubbing tasks.
- Excavate and remove soil from SGW location and dispose of at a suitable location offsite.
- Furnish and install inlet structures, piping, aggregate, and outlet structure(s).
- Furnish and install temporary and permanent seeding and stabilization matting on disturbed areas.
- Furnish and install wetland plantings on the wetland surface area.
- Complete As Built Drawings for submission to appropriate regulatory agencies.

The work proposed herein is limited to what is specifically described above. Additional costs may be required to perform any work not specifically described above.

FEES & PAYMENTS

SMC proposes to furnish labor, equipment, and materials to perform the work specifically described in the above Scope of Services one time for a lump sum cost of \$155,463.13.

Billing for all work will be upon completion or on a monthly basis as progress billing for work completed to date. Continuing services will be invoiced at the commencement of work and on a monthly basis thereafter. Reimbursable costs, such as printing, large document scanning, overnight delivery scanning will be invoiced at

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cost plus 15% in addition to quoted costs. Use and/or Sales Tax, if applicable (NJ: 6.875%, PA: 6%, DC: 6%, others as applicable, plus any local sales tax) will be invoiced as a separate line item IN ADDITION to the quoted fees. Credit card payments will be charged a 3% fee in addition to the quoted fees. Payment is due within 30 days of invoice date in accordance with the attached General Provisions. This proposal is valid for 90 days.

The following General Provisions are also made a part of this contract. In the event Client prefers to use a different contract form, SMC reserves the right to increase cost up to \$500.00 or 10% of total project cost (whichever is greater) for legal expenses. Any alternative contract form must acknowledge the charge of Use and/or Sales Tax in addition to the quoted costs, if applicable. Fees may be increased if third party contract or insurance vendors are required.

In preparing this proposal, we may have performed a cursory inspection of the facility and (as discussed further in Item 16 of the below General Provisions) may be offering unique approaches to the work that are intended to best serve the owner of the facility. Some of these approaches may require revision when additional study and actions occur once we are under contract. Accordingly, please be aware that these approaches and ideas should not be executed by others without specific authorization from us.

If you find the above acceptable, please sign below and return a copy to our office. Your authorization for SMC to proceed with base contract or any additional work via verbal, email, fax, purchase order, or other preferred contract format acknowledges your acceptance of the terms of this proposal and applicability of the conditions and general provisions attached hereto.

Thank you for the opportunity to submit our proposal. We are looking forward to working with you on this project. Contact the top signer below if further information is needed.

Very Truly Yours,

STORMWATER MAINTENANCE, LLC



Scott Macomber
Vice President

EXECUTION

Agreed and Accepted:

this ____ day of _____, 2022

By: _____
Signature

Printed Name

Title

By signing above, you acknowledge that you have the appropriate authorization to enter into contracts on behalf of the legal entity named above.

Stormwater Maintenance, LLC (dba SMC)

GENERAL PROVISIONS

1. **SCOPE OF WORK:** Stormwater Maintenance, LLC (dba SMC and/or Stormwater Maintenance & Consulting) shall perform the services specifically defined in the proposal Scope of Services section and shall invoice the Client as defined herein. Authorized additional work will be invoiced at our standard rates unless otherwise agreed upon. Any estimate or budget of cost to the Client if stated in the proposal shall not be a fixed price, but only an estimate, unless otherwise specifically stated in this Contract. If additional work is required – but not authorized - to complete work proposed in the Scope of Services, Client shall remain financially responsible for the cost of work actually completed. Engineering, construction, or maintenance services are proposed only if described in the Scope of Services and should not be otherwise assumed to be included in the work. The proposal for this Scope of Work becomes null and void if not accepted and properly executed within thirty (30) days of the date of the proposal.
2. **RIGHT OF ENTRY:** The Client will provide rights of entry and access for SMC and necessary permissions in order for SMC to perform its work without delays. Delays may result in additional costs. While SMC will take reasonable precautions to minimize damage to property, it is understood that in the normal course of work some damage may occur to surface features, the correction of which may not be part of this Contract.
3. **STANDARD OF CARE:** Work performed by SMC under this Contract will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of its profession practicing under similar circumstances in the same or similar locality, in the same period of time. SMC's work will be performed in accordance with generally accepted engineering, survey, construction, or applicable discipline practices, as applicable. This warranty is in lieu of all other warranties either expressed or implied.
4. **TERM & TERMINATION:** If identified as annual services in the proposal Scope of Services section, this contract will automatically renew at the current contract rates plus 3%, at SMC's discretion. If identified as triennial services in the proposal Scope of Services section, this contract will automatically renew at the current contract rates plus 10%, at SMC's discretion. Contracts for one-time services will terminate when the services are completed and payment is received in full. SMC may, at any time and for any reason, terminate this contract upon written notice to the Client. Client shall be responsible for payment for all services provided and materials acquired up to the time of termination.
5. **CONFINED SPACE ENTRY:** Confined space entry will only occur if specified in the proposal Scope of Services. Confined space entry will be limited to spaces that are determined by SMC or regulatory authorities to be NON-PERMIT confined spaces. Should work be required in Permit Spaces, additional costs will be required. SMC reserves the right to not complete work that requires entry into Permit Spaces or that pose a risk to personnel that can not be mitigated in a practical and/or cost effective manner. Mitigation of conditions that cause Permit spaces and/or to facilitate safe entry may require additional costs.
6. **RISK ALLOCATION:** Client acknowledges that the design, construction and operation of existing infrastructure if related to the work has been entirely beyond the control of SMC. Client acknowledges that other conditions may exist that SMC cannot readily identify using commonly accepted and economically viable observation, engineering, inspection, maintenance, and/or construction methods. Furthermore, Client acknowledges that it is possible for a storm or other natural events to occur that the subject infrastructure may not safely convey, or survive intact, for a variety of reasons, including but not limited to rainfall depths or intensities and the performance of the subject infrastructure. Therefore, by verbal authorization or written execution of the proposal Client waives any claim against SMC, and agrees to indemnify, defend, and hold SMC harmless from any claim, liability, or loss arising from problems resulting from the performance or failure of the subject infrastructure. SMC's liability for damages arising out of negligence, including errors, omissions, or other professional acts, and including unintentional breach of contract, will be limited to SMC's fee. SMC will not be liable for consequential damages, including, without limitation, loss of use or loss of profits, regardless of whether such damages are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act. No employee or agent of SMC shall have any individual liability to the Client in addition to, or in excess of, SMC 's liability under these contract terms and conditions.
7. **INSPECTION SERVICES:** Unless specifically described in the Scope of Services, any proposed inspection services are specifically limited to the cursory surface inspection of existing facilities to determine general operability. Unless specifically described in the Scope of Services, no inspection of construction activities, subsurface investigation or inspections, or materials testing are proposed nor shall occur under this contract without further authorization. Client agrees to permit SMC to photograph and to conduct aerial drone photography and videography of the site, the result of which may be used for site documentation, publicly available marketing, etc.
8. **REMEDIES:** In the event the Client becomes aware that an error or omission by SMC has been discovered, or a change in the conditions reported by SMC is suspected, SMC shall receive prompt notice of the suspected error, omission, or change in order for SMC to have the opportunity to effect an acceptable solution or remedy. Failure to provide prompt notice or to provide SMC the opportunity to remedy the situation shall relieve SMC of any further liability.
9. **PAYMENTS:** Invoices will be submitted for all work upon completion or on a monthly basis for work completed to date. Continuing services will be invoiced at the commencement of work and on a monthly basis thereafter. Invoices will be in a format standardized by SMC, and any special form of invoicing requested by the Client may be subject to an additional administrative charge. Payments will be due and payable in full within thirty (30) days of the date of

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invoice, without retainage, and will not be contingent upon receipt of funds from third parties. If payment is not received within 45 days of the invoice date, SMC retains the right to STOP WORK and retain and/or withdraw all materials, files, documents, and any other work product without recourse until the account is paid in full. In the event that the Client objects to all or any portion of any invoice, the Client shall notify SMC of the objection within fifteen (15) days from the date of the invoice, give reasons for the objection, and pay that portion of the invoice not in dispute. If at any time, an invoice remains unpaid for a period in excess of thirty (30) days, a service charge of one and one half percent (1 1/2%) per month from the date of the invoice, an effective maximum rate of eighteen percent (18%) per annum, will be charged on past due accounts. If fees are not paid in full within thirty (30) days of the due date, SMC reserves the right to pursue all appropriate remedies, including stopping work and retaining all documents without recourse. If applicable, Client forfeits any prepayment for services if scheduled payments are over 60 days past due. In the event a lien or suit is filed or arbitration is sought to collect overdue payments under the Contract, Client agrees to indemnify and hold harmless SMC from and against any and all reasonable fees, expenses, and costs incurred by SMC including but not limited to court costs, arbitrators and attorney's fees, and other claim-related expenses. In the event the Client fails to pay any invoice in full, SMC shall have the right to institute collection procedures. The Client shall be responsible for all costs of collection including litigation costs, reasonable attorney's fees at a minimum of 25% of the amount due, court costs, and any other costs associated with collection. SMC reserves the right to modify payment terms. Unless otherwise stated in the proposal or included in a fixed price, all reimbursable costs, such as subcontractors, printing, scanning, postage, etc. will be invoiced at 15% above our cost in addition to the costs quoted in the proposal. Sales or use tax, if applicable, will be the responsibility of the Client in addition to quoted costs.

10. **OWNERSHIP OF MATERIALS & WORK:** SMC shall retain ownership of any materials used in work completed under this contract until payment in full is made for all work performed. SMC reserves the right to remove any materials installed in the event that payment in full is not made 90 days from invoice date. SMC shall not be responsible for site conditions after said removal. Removal of materials will not relieve Client of responsibility for full payment. Additional charges will apply for re-installation of any materials removed under this provision. Client hereby grants permission to access the site for said removal. SMC shall retain ownership rights of any work product completed under this contract. Unless otherwise agreed upon, SMC reserves the right to utilize images, videos, drawings, and other project related information for marketing purposes.
11. **UNENFORCEABILITY:** In the event that any term or condition of these General Provisions is held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision herein.
12. **SUBCONTRACTORS:** SMC reserves the right to utilize subcontractors to execute some or all of the work.
13. **WEATHER AND SITE CONDITIONS FORCE MAJEURE:** All work proposed herein and related fees assume favorable weather, water levels, and ground conditions. Additional costs above the quoted fee may be required in the event that unexpected temporary measures are required to protect SMC's work from weather conditions or to repair unexpected damage from weather.
14. **PERMITS AND FEES:** Unless specifically discussed in the Scope of Services, it is assumed that no sediment control measures or permits are required to complete the work. Additional costs and delays may result if permits are required. SMC shall not be responsible for permit fees or any delays related to permits.
15. **FUEL SURCHARGE:** Work proposed herein may be subject to a fuel surcharge in addition to quoted costs. Fuel surcharge will be subject to change with the volatility of fuel prices.
16. **RECOMMENDATIONS:** Any recommendations, advice, or suggestions offered in the proposal are subject to re-evaluation and potential revision once under contract and are intended to be implemented only by SMC, unless otherwise noted. SMC shall not be responsible for any damages or liability associated with proposal stage recommendations that are not implemented by SMC. SMC reserves the right to seek monetary compensation if proposal recommendations are implemented by others based on the contents of the proposal.
17. **HAZARDOUS MATERIALS & TESTING:** Unless otherwise noted, this proposal assumes no actions related to hazardous or regulated materials nor any analytical testing will be required by us.
18. **MAINTENANCE ACTIVITIES:** Unless otherwise noted, any maintenance proposed under or as a result of this contract assumes no unusual pollutant loadings or spills and no changes in disposal site availability. As sediment plumes, fish kills, or other plant or wildlife issues can occur for a wide range of reasons, SMC shall have no liability for cause or cleanup of said occurrences.
19. **COVID-19 FORCE MAJEURE:** Notwithstanding the requirements and obligations set forth in this Agreement, SMC and its sureties shall not be held liable for any impacts, delays, labor overruns, material overruns and/or cost overruns related to its Work stemming from the current flu epidemic, and/or COVID-19 (Coronavirus Pandemic) or its aftermath. SMC shall be entitled to an extension of any stipulated contract time and an equitable adjustment of the fee, due to labor shortages, material escalation, or otherwise, for the performance of SMC's Work due to events and conditions beyond SMC's control, including the impacts from the Coronavirus pandemic.

Updated: 3/31/2020



City of Hyattsville

Hyattsville Municipal Bldg
4310 Gallatin Street, 3rd Flr
Hyattsville, MD 20781
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Agenda Item Report

File #: HCC-15-FY23

7/18/2022

9.i.

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

Item Title:

Purchase of two Mobile Refuse Collection Trucks

Suggested Action:

I move that the Mayor and Council authorize the City Administrator to enter into an agreement with GranTurk to purchase two mobile refuse collection trucks for an amount not to exceed \$500,000 pending legal review.

Summary Background:

The Department of Public Works fleet of refuse collection trucks is aging and several trucks are nearing the end of their useful service lives. We included these purchases in our 2020 and 2021 Capital Budgets but deferred purchasing large vehicles during the height of the COVID pandemic. Sparky is a mid-level truck and cannot carry the capacity that a large trash truck is capable of. She services alleyways, big-bellys, and parks. Currently, we have two newer trash trucks (2019 and 2018), and two very old trash trucks (2005 and 2013). The two older trucks need to be replaced. They are requiring more frequent repairs which is increasing costs and increasing the downtime of the trucks. The longer trucks are out of service the more wear and tear it causes to the rest of the fleet. The two newly requested trucks will take months to be constructed and delivered to the City. We are at a critical point in both service life and the cost of repairs on these older trucks. Additionally, it may take up to two years for the manufacturer and the service builder to have these units available to the City. Consequently, it is imperative that we order these trucks now before it critically impacts our capacity to serve our growing population over the next few years.

Next Steps:

Issue the purchase order and place the order.

Fiscal Impact:

NTE \$500,000

City Administrator Comments:

Recommend Approval

Community Engagement:

N/A

Strategic Goals:

Goal 3 - Promote a Safe and Vibrant Community

Legal Review Required?

Pending

GranTurk equipment co., inc.

home office:
 one schuylkill parkway
 building b
 bridgeport, pa 19405-1069
 phone (610) 239-9800
 fax (610) 239-9806

branch office:
 1415 bush street
 baltimore, md 21230
 phone (410) 837-5570
 fax (410) 837-1024

QUOTATION

June 15, 2022

City of Hyattsville
 4310 Gallatin Street
 Hyattsville, MD 20791

Attn: Mr. Aaron Jones

ajones@hyattsville.org

As per the request of your sales representative Stephen Provenza, we are pleased to offer the following for your consideration. Please find our quotation for subject **Sourcewell member, as per the Mobile Refuse Collection Vehicle Contract #091219-LEG-for your consideration.**

***One (1) Leach 25 Cu. Yd. 2R-III Heavy Duty Demolition Rear Loader
 Mounted on 2023 Freightliner M2 106 Chassis***

- | | |
|---|--|
| Cummins L9 350 HP Engine | Single Zone Defense Camera Cables & Brackets |
| Allison 3000 RDS Transmission | Broom & Shovel Holders |
| Dual Leach Cart Tippers | Hardox Ramp Liners-Rear Body |
| Winch-Latch & Ears-12,000 Lbs. Capacity | Side Door Ladder w/Grab Handles |
| Multi-Function LED Strobe Lights | Body Side Opening for Hydraulic Tank |
| (2) Oval Strobes in Front of Body | Standard White Body Paint |
| Trapezoidal LED Lights Under the Body | One (1) Year Standard Warranty |
| Dual Flush Mounted Work Light | |

Total Sourcewell Price of Leach 25 Yd. 2R-III Demolition Body.....	\$ 94,932.60
Material (Steel) Charge.....	\$ 14,300.00
Freight to Baltimore, MD.....	\$ 6,400.00
Outsource: 2023 Freightliner M2 106 Chassis.....	\$117,649.00
Mount Freightliner M2 Chassis.....	\$ 5,500.00
Outsource Leach Parts: <i>Married Pimp, PTO, Single Zone Defense Camera</i>	
<i>Zone Defense 7" LCD Monitor</i>	\$ 5,600.00
Prep, Delivery and Training.....	\$ 3,500.00
<i>Total Price for Leach 25 Yd. Demolition Body and Chassis.....</i>	<i>\$247,881.60</i>

LEACH PRICE IS FIRM UNTIL AUGUST 13, 2022

We have been informed by Our Manufactures that the Price for 2022-23 is unpredictable due to the scarcity of parts needed for chassis and steel surcharges. Please be aware that should there be an increase in cost from our factories or an open order, it would be necessary to pass that factory cost to the order. We will do our utmost to avoid these increases as much as possible.

Important Notice: The price quoted does not include re-routing of exhaust pipes, removing or relocating fuel tanks, battery boxes or air tanks, or any other chassis modifications. If any of the above is required an extra charge will be made on a time and material basis.

DATE OF ACCEPTANCE _____

By _____

GranTurk equipment co., inc.

Anne C. Ritchie
 ANNE C. RITCHIE - PRESIDENT

Quotation Valid Only if Approved By An Officer of GranTurk equipment co., inc.



City of Hyattsville

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Agenda Item Report

File #: HCC-16-FY23

7/18/2022

9.j.

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

Item Title:
Purchase of Samsara Vehicle Gateways

Suggested Action:

I move the Mayor and Council authorize the City Administrator to the enter into an agreement to purchase Samsara Vehicle Gateways from CDW-G for an authorized expenditure not to exceed \$45,000 pending legal review.

Summary Background:

Samsara Vehicle Gateways are a 5G based vehicle interface. They provide real time GPS tracking of City owned vehicles. They also provide real time vehicle analytics. If a vehicle displays a check engine light, a notice is immediately sent to the fleet manager with the available data of what caused the light to be displayed. This will allow the fleet manager to address issues as they happen and not have to wait for it to be reported, or for when the vehicle comes in for its next PM service. This will help to reduce the down time of the vehicle and save money on maintenance. In addition, vehicles can be outfitted with cameras that provide real time AI driver analytics to improve safety and lower insurance costs.

Next Steps:

Issue purchase order and schedule installation of the systems.

Fiscal Impact:

NTE \$45,000

City Administrator Comments:

Click or tap here to enter text.

Community Engagement:

N/A

Strategic Goals:

Goal 4 - Foster Excellence in all City Operations

Legal Review Required?

Pending



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Agenda Item Report

File #: HCC-18-FY23

7/18/2022

9.k.

Submitted by: Lesley Riddle
Submitting Department: Public Works
Agenda Section: Consent

Item Title:

Vehicle Maintenance Agreement - Hyattsville Volunteer Fire Department

Suggested Action:

I move the Mayor and Council authorize the City Administrator to approve the Vehicle Maintenance Agreement with the Hyattsville Volunteer Fire Department (HVFD) for the City of Hyattsville to provide vehicle maintenance services to HVFD.

Summary Background:

The new DPW Operations Facility has been designed to support additional City staff vehicles and upon request, adjacent municipal public works vehicles and other public safety organizations as feasible with contract. Several months ago, the Hyattsville Volunteer Fire Department requested the City provide vehicle maintenance service to their 8 mid-size emergency vehicles to reduce costs and improve vehicle downtime. The DPW staff determined that they could support within current staffing levels. Under the contract terms, the City will cover labor and the HVFD will cover preventive maintenance and all other work will be on a case-by-case basis with a cost proposal. The HVFD continues to seek ways to reduce operational costs and increase funding. This agreement will provide HVPD a cost savings and be more operationally efficient.

Next Steps:

With Council approval we will begin servicing HVFD vehicles.

Fiscal Impact:

Costs for service will be time and materials.

City Administrator Comments:

Recommend Support

Community Engagement:

None

Strategic Goals:

Goal 4 - Foster Excellence in all City Operations

Legal Review Required?

Complete

**CITY OF HYATTSVILLE AGREEMENT
FOR THE MAINTENANCE OF VEHICLES
BETWEEN THE CITY OF HYATTSVILLE AND
HYATTSVILLE VOLUNTEER FIRE DEPARTMENT**

Contract No.:

THIS AGREEMENT is made this ____ day of May, 2022, by and between **THE CITY OF HYATTSVILLE**, a municipal corporation of the State of Maryland, located at 4310 Gallatin Street, Hyattsville, Maryland 20781, hereinafter referred to as the “City,” and **THE HYATTSVILLE VOLUNTEER FIRE DEPARTMENT**, located at 6200 Belcrest Road, Hyattsville, Maryland 20781, hereinafter referred to as “HVFD,” each individually referred to hereinafter as a “Party” and referred to collectively as the “Parties.”

RECITALS

WHEREAS, the City services and maintains vehicles belonging to the City;

WHEREAS, HVFD owns and utilizes several vehicles, which it desires to have the City service and provide vehicle maintenance; and

WHEREAS, the City has agreed to provide such maintenance to HVFD’s vehicles under the terms provided herein.

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 HVFD agree as follows:

ARTICLE I. SCOPE OF SERVICES

A. The City will maintain and service several vehicles belonging to HVFD, including, but not limited to, the following: (1) a 2016 Ford Ambulance; (2) a 2018 Dodge Ambulance; (3) a 2019 Ford Explorer Interception; (4) a 2016 Ford Expedition; (5) two 2011 Ford Expeditions; (6)

a 2008 Ford Expedition; and (7) a 2022 Chevrolet Silverado (hereinafter referred to as the “Equipment”). The City agrees to maintain, service, and keep the above referenced vehicle in good working order (hereinafter referred to as the “Project”). The City shall provide scheduled preventive maintenance during regular business hours, with the scheduling being based on the specific needs of the Equipment, as determined by the City. In addition, the City agrees to provide HVFD with unscheduled remedial maintenance (hereinafter referred to as “on-call service”) as and when needed.

B. Except for preventative maintenance, all other vehicle repairs and maintenance contemplated under this agreement will be on a case-by-case basis and with the approval of HVFD. In the event that HVFD requires additional services or maintenance on the Equipment, an additional charge will be made for by the City to HVFD for those services.

C. The services required of the City under this Agreement, including emergency service, shall be performed during the regular working hours of its regular working days, which are Monday through Friday from 7:00 a.m. to 3:00 p.m., except as specified below:

1. If the HVFD requests that the City perform any of its service at times other than during its regular working hours, then for the services performed outside the regular working hours (“overtime hours”), the City will charge HFD at _____ \$_____ per hour as adjusted periodically to compensate for changes in the cost of labor.

ARTICLE II. TERM

A. The effective term of this Agreement is for one (1) year, commencing upon execution of this agreement.

B. By agreement of the Parties, this Agreement may be renewed or extended for up to _____ (2__) additional one-year terms following the expiration of the initial term of this

Agreement. In the event the Parties fail to agree to such a renewal or extension, this Agreement shall continue under a month-to-month basis, until terminated by the Parties in accordance with Article X. In the event of such termination, HVFD agrees to pay to the City all amounts owed for the services provided hereunder through the date of termination.

ARTICLE III. FEE FOR SERVICES

A. In exchange for these good and valuable services, HVFD will pay the City for the services rendered under the Project in accordance with the following:

1. For preventative maintenance performed by the City, the HVFD will pay the City Forty-Two Dollars (\$42.00) per vehicle for said maintenance to gas vehicles and One Hundred and Nineteen (\$119.00) per vehicle for diesel vehicles.

B. In any subsequent term of this Agreement, the City shall be entitled to increase the costs identified in Subsection (A)(1), above by ten percent. Additionally, during any subsequent term of this agreement the amounts identified in Subsection (A)(1) shall be adjusted to reflect any changes in the cost of parts, equipment, and materials supplied by the City.

C. Amounts due to the City will be invoiced to HVFD on a monthly basis and will be due and payable within 10 (ten) days from the date of said invoice.

ARTICLE VI. CITY'S RESPONSIBILITY

The City agrees to have the maintenance and services contemplated under this Agreement conducted by trained and supervised personnel of the City. The City agrees that any City employee conducting maintenance or services under this Agreement will be properly qualified and will use reasonable care in the performance of his or her duties.

ARTICLE IX. SPECIAL PROVISIONS

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

B. The City may waive specific minor provisions of the Agreement on HVFD's request in the interest of expediting the Agreement. Waiver shall not constitute a waiver of any liability ensuing there from. The waiver of any breach of this Agreement shall not be held to be a waiver of any other or subsequent breach. Any waiver by the City of a requirement of this Agreement, including without limitation, any requirement that a notice be made in writing or that a notice or submission be made within a certain time, shall not operate as a waiver of the same or any other requirement of this Agreement, in any other circumstance or at any other time.

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

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

F. HVFD shall not hire or directly pay any employee of the City or any department, commission agency or branch thereof.

ARTICLE X. TERMINATION

A. This Agreement may be terminated by the City at the City's convenience upon not less than thirty (30) days written notice to the HVFD.

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.

C. HVFD may terminate this Agreement by giving thirty (30) days written notice to the

City of its intention not to renew this Agreement. In such event, HVFD agrees to pay to the City all amounts owed for the services provided hereunder through the date of termination.

C. In the event that HVFD fails to submit timely payment to the City for the services rendered under this Agreement, HVFD, through any cause fails to perform any of the terms, covenants or provisions of this Agreement on its part to be performed, if the conduct of HVFD impairs or prejudices the interest of the City, or if HVFD violates any of the terms, covenants, or provisions of this Agreement, the City shall have the right to terminate this Agreement for cause by giving notice in writing of the termination and date of such termination to HVFD. The City shall have the sole discretion to permit the HVFD to remedy the cause of the contemplated termination without waiving the City's right to terminate the Agreement. The City shall not be liable for any damages, costs or expenses for lost profit, overhead or discontinuation of contract or equitable adjustments in the event of such termination.

ARTICLE XI. APPLICABLE LAW

The laws of the State of Maryland, excluding conflicts of law rules, shall govern this Agreement as if this Agreement were made and performed entirely within the State of Maryland. Any suit to enforce the terms hereof or for damages or other relief as a consequence of the breach or alleged breach hereof shall be brought exclusively in the courts of the State of Maryland in Prince George's County, and the parties expressly consent to the jurisdiction thereof and waive any right which they have or may have to bring such elsewhere.

ARTICLE XII. CHANGES

A. The City Administrator may, at any time, by written order designated or indicated to be a change order, make any change in the work within the general scope of this Agreement, provided any change is co-signed by the City Treasurer, or in his or her absence, the Mayor.

B. Any other written order from City, which causes any change, shall be treated as a change order under this clause, provided that HVFD gives City written notice stating the date, circumstance, and source of the order and the City consents to regard the order as a change order.

C. Except as herein provided, no order, statement, or conduct of the City shall be treated as a change under this clause or entitle HVFD to an equitable adjustment hereunder.

D. If any change under this clause causes an increase or decrease in the cost of, or the time required for, the performance of any part of this Agreement, whether or not changed by any order, an equitable adjustment shall be made, and the Agreement shall be modified in writing accordingly. If HVFD intends to assert a claim for an equitable adjustment under this clause, HVFD shall, within thirty (30) days after receipt of a written change order under (A) above, or the furnishing of written notice under (B) above, submit to the City Administrator a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended by the City Administrator. The statement of claim hereunder may be included in the notice under (B) above.

ARTICLE XIII. SUCCESSORS AND ASSIGNS

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

ARTICLE XIV. INSURANCE

A. HVFD shall, within ten (10) days of the execution of this Agreement, file with the City Administrator, the Certificate from an insurance company authorized to do business in the

State of Maryland and satisfactory to the City showing issuance of liability insurance in the amount of at least _____ (\$ _____) coverage with a deductible no greater than Ten Thousand Dollars (\$10,000.00). HVFD shall be fully and completely responsible to pay the deductible. Unless waived in writing by the City, the Certificate shall bear an endorsement in words exactly as follows:

The insurance company certifies that the insurance covered by this certificate has been endorsed as follows: "The insurance company agrees that the coverage shall not be canceled, changed, allowed to lapse, or allowed to expire until thirty (30) days after notice to: City Administrator, 4310 Gallatin Street, Hyattsville, Maryland 20781 (City's Representative)."

The provisions of XIV.A. shall also apply to any other coverages identified in this Article XIV in order to ensure that the Certificate, deductible, and endorsement requirements are met as to each specific type of coverage required in this Article XIV. The amount of coverage and the deductible specified elsewhere in this Article XIV regarding types of insurance coverage is controlling.

B. In addition, HVFD shall, throughout the term of this Agreement, maintain comprehensive general liability insurance in the following amounts and shall submit an insurance certificate as proof of coverage prior to final Agreement approval:

1. Personal injury liability insurance with a limit of _____ (\$ _____) for each occurrence and _____ (\$ _____) in the aggregate, where insurance aggregates apply; and
2. Property damage liability insurance with a limit of _____ (\$ _____) for each occurrence and _____ (\$ _____) in the aggregate, where insurance aggregates apply; and
3. Automobile liability insurance with coverage for bodily injury of at least _____ Dollars (\$ _____) per person, at least _____

_____ Dollars (\$ _____) per occurrence, and coverage for property damage of at least _____ Dollars (\$ _____) per occurrence.

C. Comprehensive general liability insurance shall include 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.

ARTICLE XV. INDEMNIFICATION

HVFD hereby acknowledges and agrees that it shall be responsible for and indemnify, defend, and hold the City harmless against any claim for loss, personal injury and/or damage that may be suffered as a result of HVFD's own negligence or willful misconduct in the performance of the services herein contracted for or for any failure to perform the obligations of this Agreement, including, but not limited to, attorneys' fees and any other costs incurred by the City, in defending any such claim. HVFD 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 HVFD or any regarding the services and work provided hereunder. HVFD shall provide the City copies of all claims, notice of claims and all pleadings as the matter progresses. This Article shall survive the termination of this Agreement.

ARTICLE XVI. CERTIFICATIONS OF HVFD

HVFD and the City represent and warrant that: (a) they have the full right and authority to enter into, execute, and perform the obligations required under this Agreement and that no pending or threatened claim or litigation known by them would have a material adverse impact on their ability to perform as required under this Agreement; (b) they have accurately identified themselves

and have not provided any inaccurate information about themselves or the Project; and (c) they are entities authorized under the laws of the State of Maryland to do business within the State.

ARTICLE XVIII. SET-OFF

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

ARTICLE XIX. MISCELLANEOUS

A. 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.

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

C. 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.

D. This Agreement represents the entire and integrated Agreement between the City and HVFD 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 HVFD.

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

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

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

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

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

Witness/Attest:

HVFD:

By: _____(SEAL)
Date

Witness/Attest:

The City of Hyattsville

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-23-FY23

7/18/2022

9.I.

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

Item Title:

Hyattsville Ordinance 2022-03: Authorizing the Issue and Sell of General Obligation Bond Anticipation Notes (SECOND READING & ADOPTION)

Suggested Action:

I move that the Mayor and Council adopt Hyattsville Ordinance 2022-03 authorizing and empowering City of Hyattsville to issue and sell from time to time one or more series of (1) general obligation bonds in an aggregate principal amount **NOT** to exceed Eleven Million Two Hundred Fifty Thousand Dollars (\$11,250,000), and (2) general obligation bond anticipation notes in an aggregate principal amount not to exceed Eleven Million Dollars (\$11,000,000), and (3) general obligation refunding bonds provided that the aggregate principal amount of any series of refunding bonds shall not exceed one hundred thirty percent (130%) of the aggregate principal amount of the bonds refunded therefrom.

The ordinance requires the proceeds of the sale of the bonds to be used and applied for the public purpose of financing, reimbursing or refinancing costs of the project identified as 3505 Hamilton Street Public Safety Building, together with related costs; specifies the amount of the bonds and the bond anticipation notes to be allocated to the project, provides that each series of the authorized bonds, bond anticipation notes and refunding bonds may be sold at public sale or private sale; authorizes the City Council to determine or provide by resolution for various matters relating to the authorization, sale, security, issuance, delivery, payment, and redemption or repayment of and for each series of bonds; City pledges its full faith and credit and unlimited taxing power to the payment of debt service on the bonds and provides for the imposition of ad valorem taxes sufficient for such purposes. Details of any series of the bonds to be issued shall be determined or provided for by resolution of the City Council.

Summary Background:

In 2019 the City issued bonds in the amount of \$12,675,000 to fund improvements to the DPW facility and the renovation of 3505 Hamilton Street to become the new public safety building. Construction of the DPW facility began in late Fall 2019. The 3505 Hamilton Street construction project was anticipated to be solicited in 2020 with work beginning in late 2020. However, due to the COVID-19 pandemic the process to complete the design, review, and permitting for the 3505 Hamilton Street project was significantly slowed down and delayed.

The solicitation process began in mid-2021, with the permits not being issued by Prince George's County until early 2022. The solicitation process was completed in Spring 2022 with Council approving a contract with Whiting-Turner in April 2022 in an amount not to exceed \$18.7M. Unfortunately, the pandemic created significant delays in the production, shipping, and availability of most building materials, including a shortage of available workforce.

These issues combined, caused price increases anywhere from 15% to 200% or more of pre-pandemic prices, which were used to create the initial estimates and amounts for the 2019 bond issuance. As a result, the 3505 Hamilton Street project now has a funding shortfall of \$10.6M and the administration is asking Council to fund this by approving the issuance of General Obligation Bonds Anticipation Notes (BANs) in the aggregate principal amount of \$11,250,000 that

includes \$650K for the costs of issuance, interest on the BANs and related costs.

Additionally, in an effort to help reduce the costs for this project, the City has been awarded \$500k in bond bill funding and anticipate requesting additional grant dollars in the next round of funding through our State Delegates and the Governor's capital budget.

Next Steps:

Upon final Council approval to issue BANs bond underwriters will secure funding.

Fiscal Impact:

The City's Annual Debt Service payments will increase approximately 10.8% a year.

City Administrator Comments:

Recommends approval.

Community Engagement:

N/A

Strategic Goals:

Goal 3 - Promote a Safe and Vibrant Community

Legal Review Required?

Complete

CITY OF HYATTSVILLE
ORDINANCE 2022-03

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AN ORDINANCE AUTHORIZING AND EMPOWERING CITY OF HYATTSVILLE (THE “CITY”) TO ISSUE AND SELL FROM TIME TO TIME, UPON ITS FULL FAITH AND CREDIT, ONE OR MORE SERIES OF (1) GENERAL OBLIGATION BONDS IN AN ORIGINAL AGGREGATE PRINCIPAL AMOUNT NOT EXCEEDING ELEVEN MILLION TWO HUNDRED FIFTY THOUSAND DOLLARS (\$11,250,000), (2) GENERAL OBLIGATION BOND ANTICIPATION NOTES IN AN ORIGINAL AGGREGATE PRINCIPAL AMOUNT NOT EXCEEDING ELEVEN MILLION DOLLARS (\$11,000,000), AND (3) GENERAL OBLIGATION REFUNDING BONDS, PROVIDED THAT THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF ANY SERIES OF REFUNDING BONDS SHALL NOT EXCEED ONE HUNDRED THIRTY PERCENT (130%) OF THE AGGREGATE PRINCIPAL AMOUNT OF THE BONDS REFUNDED THEREFROM, THE PROCEEDS OF THE SALE THEREOF TO BE USED AND APPLIED FOR THE PUBLIC PURPOSE OF FINANCING, REIMBURSING OR REFINANCING COSTS (AS DEFINED IN THIS ORDINANCE) OF THE PROJECT IDENTIFIED HEREIN AS 3505 HAMILTON STREET PUBLIC SAFETY BUILDING, TOGETHER WITH RELATED COSTS; SPECIFYING THE MAXIMUM PRINCIPAL AMOUNT OF THE BONDS AND THE BOND ANTICIPATION NOTES PROVIDED FOR HEREIN TO BE ALLOCATED TO SUCH PROJECT, SUBJECT TO REALLOCATION BY THE CITY IN ACCORDANCE WITH APPLICABLE BUDGETARY PROCEDURES OR LAW; DETERMINING THAT EACH SERIES OF THE AUTHORIZED BONDS, BOND ANTICIPATION NOTES AND REFUNDING BONDS (EACH, A “SERIES OF OBLIATIONS” OR “OBLIGATIONS”) MAY BE SOLD AT PUBLIC SALE OR PRIVATE SALE, AS DETERMINED BY RESOLUTION THE CITY COUNCIL OF THE CITY (THE “CITY COUNCIL”); AUTHORIZING THE CITY COUNCIL TO DETERMINE OR PROVIDE BY RESOLUTION FOR VARIOUS MATTERS RELATING TO THE AUTHORIZATION, SALE, SECURITY, ISSUANCE, DELIVERY, PAYMENT, AND REDEMPTION OR PREPAYMENT OF AND FOR EACH SERIES OF OBLIGATIONS; PLEDGING THE CITY’S FULL FAITH AND CREDIT AND UNLIMITED TAXING POWER TO THE PROMPT PAYMENT OF DEBT SERVICE ON EACH SERIES OF OBLIGATIONS AND PROVIDING FOR THE IMPOSITION OF AD VALOREM TAXES SUFFICIENT FOR SUCH PURPOSES; PROVIDING THAT THE PRINCIPAL OF AND INTEREST ON THE OBLIGATIONS ALSO MAY BE PAID FROM ANY OTHER SOURCES OF REVENUE LAWFULLY AVAILABLE TO THE CITY FOR SUCH PURPOSE; PROVIDING THAT CERTAIN ACTIONS MAY BE TAKEN OR PROVIDED FOR BY RESOLUTION IN CONNECTION WITH THE MODIFICATION OF ANY OBLIGATIONS; PROVIDING THAT ANY OF THE BONDS, BOND ANTICIPATION NOTES OR REFUNDING BONDS AUTHORIZED HEREBY MAY BE CONSOLIDATED WITH ANY BONDS, BOND ANTICIPATION NOTES AND/OR REFUNDING BONDS AUTHORIZED BY THE CITY COUNCIL AND ISSUED AS A SINGLE SERIES OF BONDS, BOND ANTICIPATION NOTES AND/OR REFUNDING BONDS, AS APPLICABLE; AUTHORIZING, EMPOWERING AND DIRECTING OFFICIALS AND

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1 **EMPLOYEES OF THE CITY TO TAKE CERTAIN ACTIONS IN CONNECTION WITH**
2 **THE OBLIGATIONS; AUTHORIZING MODIFICATIONS OF THE OBLIGATIONS TO**
3 **BE MADE BY RESOLUTION UNLESS ANOTHER ACTION IS REQUIRED;**
4 **PROVIDING THAT THIS TITLE BE DEEMED A FAIR SUMMARY OF THIS**
5 **ORDINANCE FOR ALL PURPOSES; PROVIDING THAT THE PROVISIONS OF THIS**
6 **ORDINANCE SHALL BE LIBERALLY CONSTRUED; AND OTHERWISE**
7 **GENERALLY RELATING TO THE SALE, ISSUANCE, DELIVERY AND PAYMENT OF**
8 **AND FOR THE OBLIGATIONS.**

9 **RECITALS**

10 1. City of Hyattsville, a municipal corporation of the State of Maryland (the “City”)
11 and a municipality within the meaning of the Enabling Act, the Bond Anticipation Note Act and
12 the Refunding Act identified below, is authorized and empowered by Sections 19-301 to 19-309,
13 inclusive, of the Local Government Article of the Annotated Code of Maryland (previously
14 codified as Sections 31 to 37, inclusive, of Article 23A of the Annotated Code of Maryland), as
15 replaced, supplemented or amended (the “Enabling Act”), and Section C5-23A of the Charter of
16 the City of Hyattsville, as replaced, supplemented or amended (the “Charter”), to borrow money
17 for any proper public purpose and to evidence such borrowing by the issuance and sale of its
18 general obligation bonds.

19 2. The City has determined to undertake the public purpose project identified in
20 Section 3 of this Ordinance.

21 3. The City has determined to authorize the issuance and sale from time to time of one
22 or more series of its general obligation bonds in order to finance, reimburse or refinance all or a
23 portion of the costs of the public purpose project identified in Section 3 of this Ordinance.

24 4. Prior to issuing any one or more series of the general obligation bonds authorized
25 hereby, the City may need to obtain interim financing in order to finance or reimburse applicable
26 project costs on a timely basis through the issuance and sale from time to time of general obligation
27 bond anticipation notes in one or more series pursuant to the authority of Sections 19-211 to
28 19-223, inclusive, of the Local Government Article of the Annotated Code of Maryland
29 (previously codified as Section 12 of Article 31 of the Annotated Code of Maryland), as replaced,
30 supplemented or amended (the “Bond Anticipation Note Act”).

31 6. Subsequent to the issuance of any general obligation bonds provided for herein, the
32 City may desire to currently refund or advance refund all or a portion of such bonds through the
33 issuance and sale from time to time of one or more series of its general obligation refunding bonds
34 pursuant to the authority of Section 19-207 of the Local Government Article of the Annotated
35 Code of Maryland (previously codified as Section 24 of Article 31 of the Annotated Code of
36 Maryland), as replaced, supplemented or amended (the “Refunding Act”).

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1 7. The City has determined to pledge its full faith and credit and unlimited taxing
2 power to the prompt payment of the principal of and interest on the bonds, the bond anticipation
3 notes and the refunding bonds authorized hereby.

4 8. The City has determined to issue any series of the bonds, the bond anticipation
5 notes and the refunding bonds authorized hereby in accordance with the terms and conditions
6 provided for in a resolution or resolutions to be adopted by the City Council pursuant to the
7 authority of the Enabling Act, the Bond Anticipation Note Act, the Refunding Act, Section C5-
8 23A of the Charter and this Ordinance, as applicable.

9 NOW THEREFORE, BE IT ORDAINED, by the City Council of the City of Hyattsville
10 in regular session assembled:

11 SECTION 1. (a) That the Recitals to this Ordinance are deemed a substantive part of this
12 Ordinance and are incorporated by reference herein. Capitalized terms used in the Sections of this
13 Ordinance and not otherwise defined herein shall have the meanings given to such terms in the
14 Recitals.

15 (b) References in this Ordinance to any official by title shall be deemed to refer
16 (i) to any official authorized under the Charter, the code of ordinances of the City (the “City Code”)
17 or other applicable law or authority to act in such titled official’s stead during the absence or
18 disability of such titled official, (ii) to any person who has been elected, appointed or designated
19 to fill such position in an acting or interim capacity under the Charter, the City Code or other
20 applicable law or authority, (iii) to any person who serves in a “deputy”, “associate” or “assistant”
21 capacity as such an official, provided that the applicable responsibilities, rights or duties referred
22 to herein have been delegated to such deputy, associate or assistant in accordance with the Charter,
23 the City Code or other applicable law or authority, and/or (iv) to the extent an identified official
24 commonly uses another title not provided for in the Charter or the City Code, the official, however
25 known, who is charged under the Charter, the City Code or other applicable law or authority with
26 the applicable responsibilities, rights or duties referred to herein.

27 (c) References in this Ordinance to the “principal amount” of any of the Bonds,
28 the BANs, the Refunding Bonds or the Obligations (each as defined herein) shall be construed to
29 mean the par amount of such Bonds, BANs, Refunding Bonds or Obligations, as applicable.

30 SECTION 2. That pursuant to the authority of the Enabling Act, Section C5-23A of the
31 Charter and any other applicable law, the City hereby determines to borrow money and incur
32 indebtedness for the public purpose of financing, reimbursing or refinancing costs (as defined in
33 Section 3(b) hereof) of the Projects identified in Section 3(b) hereof.

34 SECTION 3. (a) That to evidence the borrowing and indebtedness authorized in Section
35 2 of this Ordinance, the City, acting pursuant to the authority of the Enabling Act, Section C5-23A
36 of the Charter and any other applicable law, hereby determines to issue and sell from time to time,
37 in one or more series, upon its full faith and credit, its general obligation bonds in an original
38 aggregate principal amount not to exceed Eleven Million Two Hundred Fifty Thousand Dollars

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1 (\$11,250,000) (each, a “series of the Bonds” and, collectively, the “Bonds”). Any series of the
 2 Bonds may be issued as one or more bonds and any such bond may be issued in installment form
 3 and/or draw-down form.

4 (b) With respect to the projects listed below, the word “costs” as used in Section
 5 2 hereof shall include, as applicable, costs of the following activities and expenses: land and right-
 6 of-way acquisition and development; site and utility improvements, including, without limitation,
 7 grading, landscaping, paving, sidewalk, curb, gutter, storm water, water, and sewer improvements,
 8 and related or similar activities and expenses; demolition, razing and removal and related or similar
 9 activities and expenses; acquisition, construction, expansion, reconstruction, replacement,
 10 renovation, rehabilitation, improvement, installation, furnishing and equipping activities and
 11 expenses, and related or similar activities and expenses; planning, design, engineering,
 12 architectural, feasibility, surveying, bidding, permitting, inspection, construction management,
 13 financial, legal and administrative activities and expenses, and related or similar activities and
 14 expenses; costs of issuance (which may include costs of bond insurance or other credit or liquidity
 15 enhancement); capitalized interest; and any such costs that may represent the City’s share or
 16 contribution to the financing, reimbursement or refinancing of costs of any such project
 17 (collectively, “Costs of the Projects”). The maximum original aggregate principal amount of the
 18 Bonds (or the BANs, as identified in Section 7 hereof) to be appropriated or applied to the Costs
 19 of the Projects (exclusive of any premium realized upon sale or investment earnings that may be
 20 applied for such purposes) shall be allocated among the following public purpose project and
 21 related costs of issuance in the maximum principal amount set forth below, except as otherwise
 22 herein provided:

	<u>Project Description</u>	<u>Maximum Principal Amount</u>
1	3505 Hamilton Street Public Safety Building (1)	\$10,600,000
2	Costs of Issuance, Interest on BANs and Related Costs	<u>650,000</u>
	TOTAL	<u>\$11,250,000</u>

23 _____
 24 (1) Sometimes referred to in City materials as Reuse of 3505 Hamilton Street or Public Safety
 25 Building Renovation Project.

26
 27 The projects identified in line items 1-2 above (including Costs of Issuance) are collectively
 28 referred to herein as the “Projects”. Except as indicated in the footnotes above, the Projects
 29 described in line items 1-2 above are identified by the names used in the City’s Capital
 30 Improvements Plan. The City, without notice to or the consent of any registered owners of the
 31 Bonds (or the registered owners of any of the BANs, as applicable), may reallocate the maximum
 32 principal amount of the Bonds (and of any of the BANs, as applicable) (exclusive of any premium
 33 realized upon sale or investment earnings that may be applied for such purposes) to be spent among
 34 any of the Projects identified herein in compliance with applicable budgetary procedures or

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1 applicable law. Further, it is the intention of the City that proceeds of the Bonds (or of any of the
2 BANs, as applicable) may be spent on any applicable Costs of the Projects, notwithstanding the
3 descriptive names for such Projects in the table above, including, without limitation, costs related
4 to changes in the scopes of and/or names of any of the Projects identified above effected through
5 applicable budgetary procedures or applicable law.

6 (c) In the event the City issues any series of the BANs pursuant to Section 7 of
7 this Ordinance, proceeds of the Bonds of any series in anticipation of which such BANs were
8 issued may also be applied to prepay or pay principal, premium and/or interest on such series of
9 the BANs in accordance with the provisions of the Bond Anticipation Note Act, and such
10 application shall be deemed the payment of Costs of the Projects for purposes of this Ordinance.

11 SECTION 4. That the proceeds of the Bonds shall be used and applied by the City
12 exclusively and solely for the public purposes described in Section 3 of this Ordinance, unless a
13 supplemental ordinance is enacted by the City to provide for the use and application of such
14 proceeds for some other proper public purpose authorized by the Enabling Act, the Charter or other
15 applicable law; provided that, no such supplemental ordinance shall be required if changes in the
16 scope of or name of any Project are otherwise made as contemplated in Section 3(b) of this
17 Ordinance.

18 SECTION 5. That pursuant to the authority of the Enabling Act, Section C5-23A of the
19 Charter and any other applicable law, the City may sell each series of the Bonds at a public sale
20 through competitive bids or at a public or private sale through a negotiated underwriting, a private
21 placement or a direct purchase transaction, as determined by the City Council by resolution, based
22 on the recommendation of the financial advisor to the City, the City Administrator of the City (the
23 “City Administrator”) and the Treasurer of the City (the “Treasurer”).

24 SECTION 6. That pursuant to the authority of the Enabling Act, Section C5-23A of the
25 Charter, any other applicable law and this Ordinance, the City Council, prior to the sale, issuance
26 and delivery of each series of the Bonds, shall adopt a resolution or resolutions specifying,
27 prescribing, determining or providing for the determination of, providing for, approving, or
28 providing for the approval of, such matters, details, forms (including, without limitation, the form
29 of the Bonds of such series), documents or procedures as may be required by the Enabling Act,
30 the Charter, any other applicable law or this Ordinance or as the City Council may deem
31 appropriate for the authorization, sale, security, issuance, delivery, payment or redemption or
32 prepayment of or for such series of the Bonds. Any such resolution may set forth, determine or
33 provide for the determination of, approve or provide for the approval of, among other matters, as
34 applicable, the designation of such series of the Bonds; the date of issuance of such series of the
35 Bonds; the original aggregate principal amount of such series of the Bonds; the denominations of
36 such series of the Bonds; the maturity or maturities of such series of the Bonds; the principal
37 installments (including, without limitation, serial maturities and/or mandatory sinking fund
38 installments) payable on such series of the Bonds; the rate or rates of interest, or the method of
39 determining the rate or rates of interest, payable on such series of the Bonds, which may be fixed
40 or variable; provisions for the payment of late fees, additional interest and/or penalties payable
41 with respect to such series of the Bonds and/or adjustments to interest rates in appropriate

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1 circumstances; the purchase price payable for such series of the Bonds (within the limits of any
2 applicable law); provisions relating to the redemption or prepayment of such series of the Bonds
3 at the City’s option or by mandatory sinking fund payments; provisions allowing the registered
4 owners such series of the Bonds to put or cause the redemption or prepayment of the Bonds of
5 such series at their option; the components of the Projects (and related maximum principal
6 amounts) on which the proceeds of such series of the Bonds shall be expended and provisions for
7 appropriation, disposal and investment of such proceeds; provisions for the application of
8 unexpended proceeds, any premium paid upon sale and/or investment earnings on such series of
9 the Bonds of such series, which may include, without limitation, on Costs of the Projects or on
10 debt service payable on such series of the Bonds, to the extent permitted by applicable law; matters
11 relating to the method of sale of such series of the Bonds; the selection of any bond registrar,
12 paying agent, investment bidding agent or other appropriate service providers in connection with
13 such series of the Bonds; certifications, representations, determinations, designations or elections
14 relating to the tax-exempt or taxable status of interest payable on such series of the Bonds; and all
15 other terms and conditions pursuant to which such series of the Bonds will be sold, issued and
16 delivered. Among other matters, the City Council, by resolution, may authorize, approve or
17 otherwise provide for (i) payment of any commitment fee or similar fee and any other costs
18 (including other parties’ legal costs) payable in connection with any series of the Bonds and any
19 compensation payable to the purchaser(s) of such series of the Bonds in the event the City fails to
20 deliver such series of the Bonds, (ii) the obtaining of credit enhancement or liquidity enhancement
21 for any series of the Bonds (and the negotiation, approval, execution and delivery of any
22 agreements or documents relating thereto), and (iii) any other agreements, documents, instruments
23 or determinations necessary or desirable to enhance the marketability of or as security for any
24 series of the Bonds, including, without limitation, any ratings, any official statement or similar
25 disclosure document or any continuing disclosure undertaking required to satisfy the requirements
26 of Securities and Exchange Commission Rule 15c2-12. References to providing for
27 determinations or approvals or similar matters by resolution shall be construed to permit the City
28 Council to delegate to one or more officials the authority to make or provide on behalf of the City
29 any of the determinations, approvals or other decisions contemplated by this Section 6. Any
30 resolution may specify, prescribe, determine or provide for the determination of, provide for, or
31 approve or provide for the approval of, the details required or authorized in this Section 6 for more
32 than one series of the Bonds.

33 SECTION 7. (a) That pursuant to the authority of the Bond Anticipation Note Act,
34 Section C5-23A of the Charter and any other applicable law, the City is hereby authorized and
35 empowered to issue and sell, upon its full faith and credit, its general obligation bond anticipation
36 notes in one or more series from time to time in an original aggregate principal amount not to
37 exceed Eleven Million Dollars (\$11,000,000) (each a “series of the BANs” and, collectively, the
38 “BANs”), prior to and in anticipation of the sale of any series of the Bonds, for the public purpose
39 of financing or reimbursing Costs of the Projects on an interim basis. Any such series of the BANs
40 may consist of one or more notes and any note may be issued in installment form and/or draw-
41 down form. Prior to the sale, issuance and delivery of each series of the BANs, the City Council
42 shall adopt a resolution or resolutions pursuant to the authority of the Bond Anticipation Note Act,
43 the Charter, any other applicable law and this Ordinance authorizing such series of the BANs and

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1 specifying, prescribing, determining or providing for the determination of, providing for,
2 approving, or providing for the approval of, with respect to such series of the BANs, the same
3 types of matters, details, forms, documents, procedures or determinations detailed in Section 6
4 hereof that may be made or addressed with respect to each series of the Bonds, to the extent
5 applicable with respect to such series of the BANs, and as otherwise may be authorized or required
6 by applicable law. Pursuant to the authority of the Bond Anticipation Note Act, each series of the
7 BANs may be sold at a public sale through competitive bids or at a public or private sale through
8 a negotiated underwriting, a private placement or a direct purchase transaction, as determined by
9 the City Council by resolution, based on the recommendation of the financial advisor to the City,
10 the City Administrator and the Treasurer. By resolution the City Council may delegate to one or
11 more City officials the authority to make any final determinations, approvals or decisions with
12 respect to a series of the BANs. Any resolution may specify, prescribe, determine or provide for
13 the determination of, provide for, or approve or provide for the approval of, the details required or
14 authorized by this Section 7 for more than one series of the BANs.

15 (b) The City hereby covenants (i) to pay from the proceeds of one or more series
16 of the Bonds the principal of any series of the BANs actually issued, (ii) to the extent that interest
17 on any series of the BANs is not paid from proceeds of the BANs, the interest on such series of
18 the BANs, and (iii) to issue the applicable series of the Bonds as soon as there is no longer a reason
19 for deferring its issuance. This covenant shall not be construed to prevent the City from paying
20 principal of and/or interest on any series of the BANs from sources of funds other than proceeds
21 of the Bonds, to the extent such other sources are available for such purpose.

22 (c) As authorized by the Bond Anticipation Note Act, by resolution the City
23 Council may provide for the renewal of any series of the BANs at maturity with or without resale,
24 together with any amendments or modifications to such series of the BANs and any related
25 documentation.

26 SECTION 8. That pursuant to the authority of the Enabling Act, the Refunding Act,
27 Section C5-23A of the Charter and any other applicable law, the City is hereby authorized and
28 empowered to issue and sell from time to time, in one or more series, upon its full faith and credit,
29 its general obligation bonds (each, a “series of the Refunding Bonds” and, collectively, the
30 “Refunding Bonds”) for the purpose of currently refunding or advance refunding in whole or in
31 part any of the Bonds then outstanding, including paying all or any portion of the following:
32 outstanding principal, any redemption or prepayment premium, and/or interest accrued or to accrue
33 to the date or dates of redemption, prepayment, purchase or maturity of the Bonds to be refunded,
34 costs and expenses incurred in connection with the sale, issuance and delivery of such Refunding
35 Bonds, and, to the extent determined by the City Council by resolution, interest on such Refunding
36 Bonds, for the public purpose of (A) realizing savings in the total cost of debt service on a direct
37 comparison or present value basis, or (B) debt restructuring that reduces the total cost of debt
38 service or is determined by the City Council to be in the best interests of the City, to be consistent
39 with the City’s long-term financial plan, and to realize a financial objective of the City, including
40 improving the relationship of debt service to any source of payment such as taxes, assessments or
41 other charges, or for any other purpose then authorized by the Refunding Act or other applicable

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1 law, and as to be determined by resolution of the City Council; provided that, the original aggregate
2 principal amount of any such series of the Refunding Bonds shall not exceed one hundred thirty
3 percent (130%) of the outstanding aggregate principal amount of the Bonds refunded therefrom.
4 Any such series of the Refunding Bonds may consist of one or more bonds and any such bond may
5 be issued in installment form and/or draw-down form. Prior to the sale, issuance and delivery of
6 each series of the Refunding Bonds, the City Council shall adopt a resolution or resolutions
7 pursuant to the authority of the Refunding Act, the Charter, any other applicable law and this
8 Ordinance authorizing such series of the Refunding Bonds and specifying, prescribing,
9 determining or providing for the determination of, providing for, approving, or providing for the
10 approval of, with respect to such series of the Refunding Bonds, the same types of matters, details,
11 forms, documents, procedures or determinations detailed in Section 6 above that may be made or
12 addressed with respect to each series of the Bonds, to the extent applicable with respect to such
13 series of the Refunding Bonds, and as otherwise may be authorized or required by applicable law,
14 including, without limitation, the purposes of the Refunding Act to be achieved by the issuance of
15 such series of the Refunding Bonds, the selection of any escrow agent or verification consultant,
16 the selection of any escrow bidding agent, the determination of the Bonds to be refunded in whole
17 or in part from such series of the Refunding Bonds, and any agreements, documents or other
18 instruments necessary or desirable in connection with the refunding. Pursuant to the authority of
19 the Refunding Act, each series of the Refunding Bonds shall be sold at a public sale through
20 competitive bids or at a public or private sale through a negotiated underwriting, a private
21 placement or a direct purchase transaction, as determined by the City Council by resolution, based
22 on the recommendation of the financial advisor to the City, the City Administrator and the
23 Treasurer. By resolution the City Council may delegate to one or more City officials the authority
24 to make any final determinations, approvals or decisions with respect to a series of the Refunding
25 Bonds. Any resolution may specify, prescribe, determine or provide for the determination of,
26 provide for, or approve or provide for the approval of, the details required or authorized by this
27 Section 8 for more than one series of the Refunding Bonds.

28 SECTION 9. (a) That the full faith and credit and unlimited taxing power of the City are
29 hereby pledged to the prompt payment of the principal of and interest on each series of the Bonds,
30 the BANs or the Refunding Bonds, as applicable (collectively, the “Obligations”), when due and
31 to the imposition of the taxes hereinbelow described as and when such taxes may become
32 necessary in order to provide sufficient funds to meet the debt service requirements of each series
33 of the Obligations. Subject to the further provisions of this Section 9, the City hereby covenants
34 with the registered owners of the Obligations of each series to impose ad valorem taxes on all real
35 and tangible personal property in the City that is subject to assessment for unlimited municipal
36 taxation at a rate and in an amount sufficient to pay the principal of and the interest on the
37 Obligations in each fiscal year in which any of the Obligations are outstanding and to take any
38 further action that may be lawfully appropriate from time to time during the period that the
39 Obligations of such series remain outstanding and unpaid to provide the funds necessary to pay
40 promptly the principal thereof and the interest due thereon. If the proceeds from the taxes so levied
41 in any such fiscal year are inadequate for such payment, additional taxes shall be levied in the
42 succeeding fiscal year to make up such deficiency.

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1 (b) The foregoing provisions shall not be construed so as to prohibit the City
2 from paying the principal of and interest on the Obligations of any series from the proceeds of the
3 sale of any other obligations of the City or from any other funds legally available for that purpose
4 (including, without limitation, with respect to any BANs, from the proceeds of any Bonds and,
5 with respect to any Bonds, from the proceeds of any Refunding Bonds). Within the limitations of
6 any applicable Maryland or federal law (including, without limitation, the Internal Revenue Code
7 of 1986, as amended, and the regulations issued thereunder), the City may apply to the payment
8 of the principal of or interest on the Obligations of any series any funds received by it from the
9 State of Maryland or the United States of America, or any governmental agency or instrumentality,
10 or from any other source, if the funds are granted or paid to the City for the purpose of assisting
11 the City in accomplishing the types of projects which the Obligations of such series are issued to
12 finance, reimburse or refinance or are otherwise available for such purpose, and to the extent of
13 any such funds received or receivable in any fiscal year, the taxes hereby required to be imposed
14 may be reduced proportionately.

15 (c) By resolution, the City Council may provide that all or a portion of the
16 principal of and interest on any series of the Obligations may be payable in the first instance from
17 any other source or sources designated in such resolution, to the extent such moneys are available
18 for such purpose.

19 SECTION 10. That by resolution, the City Council may make any appropriate
20 arrangements (including, without limitation, by authorizing one or more appropriate officials to
21 make any elections, designations, determinations or filings on the City's behalf) in the event any
22 right of the registered owner of an Obligation to put or cause the prepayment or redemption of
23 such Obligation at its option, or any change in the interest rate of an Obligation, or any other
24 modification to an Obligation could lead to a reissuance of such Obligation for purposes of the
25 Internal Revenue Code of 1986, as amended, and the regulations issued thereunder.

26 SECTION 11. That by resolution, the City Council may determine that any of the Bonds,
27 the BANs or the Refunding Bonds may be consolidated with any other bonds, bond anticipation
28 notes and/or refunding bonds authorized by the City Council and issued as a single series of bonds,
29 bond anticipation notes and/or refunding bonds, as applicable.

30 SECTION 12. That by resolution, the City Council may make or authorize any
31 modifications to (i) any series of the Obligations once issued, and (ii) any related documentation,
32 certificates or instruments, unless under applicable law the proposed modifications require action
33 by ordinance in addition to or in place of a resolution.

34 SECTION 13. That the Mayor of the City, the City Administrator, the Treasurer, the City
35 Clerk of the City, as appropriate, and all other appropriate officials and employees of the City are
36 hereby authorized, empowered and directed to (1) take any and all action necessary to complete
37 and close the sale, issuance and delivery of the Bonds, the BANs and the Refunding Bonds, (ii)
38 negotiate, approve, execute and deliver all documents, certificates and instruments necessary or
39 appropriate in connection with any such sale, issuance and delivery, and (iii) carry out the
40 transactions contemplated by this Ordinance, any resolution adopted in furtherance of this

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1 Ordinance, and any documents, certificates or instruments executed and delivered in connection
2 with any series of the Obligations.

3 SECTION 14. That the title of this Ordinance shall be deemed to be, and is, a fair summary
4 of this Ordinance for publication and all other purposes.

5 SECTION 15. That the provisions of this Ordinance shall be liberally construed in order
6 to effectuate the transactions contemplated by this Ordinance.

7 SECTION 16. That this Ordinance shall become effective twenty (20) calendar days
8 following the date of its passage, subject to the provisions of Section C2-10(A) of the Charter
9 regarding the filing with the City Clerk of a valid petition for referendum within thirty (30)
10 business days following the passage of this Ordinance.

11 [CONTINUED ON FOLLOWING PAGE]

12

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1 INTRODUCED by the Mayor and City Council of the City of Hyattsville, Maryland at a
2 regular public meeting on June 21, 2022, at which meeting copies were available to the public for
3 inspection.

4 PASSED _____ [as introduced] _____ [as amended] by the Mayor and City
5 Council of the City of Hyattsville, Maryland at a ____ regular ____ special [check applicable
6 meeting type] public meeting on July 18, 2022, at which meeting copies were available to the
7 public for inspection.

8 ATTEST:

9

10

11 _____
Laura Reams, City Clerk

11 _____
Robert S. Croslin, Mayor

12

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City of Hyattsville

Hyattsville Municipal Bldg
4310 Gallatin Street, 3rd Flr
Hyattsville, MD 20781
(301) 985-5000
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Agenda Item Report

File #: HCC-26-FY23

7/18/2022

9.m.

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

Item Title:

2022 Memorandum of Understanding with Capital Area Food Bank for Monthly Mobile Market

Suggested Action:

I move that the Mayor and Council authorize the City Administrator to enter into a Memorandum of Understanding with the Capital Area Food Bank for the establishment of a Mobile Market to include the monthly receipt and distribution of fresh produce at David C. Driskell Park.

Summary Background:

Since 2020, the City has coordinated with the Capital Area Food Bank (CAFB) to provide food to families in need during COVID-19. The City was notified in March of 2022 that the weekly delivery of non-perishable food boxes would conclude at the end of June. The CAFB offered the City the opportunity to become a regular partner for a monthly produce distribution through their Mobile Market program. Under this agreement the City staff and volunteers would be responsible for boxing the food. The CAFB will deliver pallets of fresh produce which the City will sort and pack prior to being distributed to families who are food insecure. Mobile Market produce is provided at no charge to the City or the recipients.

Next Steps:

Legal review and execution of MOU.

Fiscal Impact:

None

City Administrator Comments:

Recommend approval.

Community Engagement:

NA

Strategic Goals:

Goal 3 - Promote a Safe and Vibrant Community

Legal Review Required?

Pending



DIRECT DISTRIBUTIONS

2022 MEMORANDUM OF UNDERSTANDING (MOU)

This Memorandum of Understanding (MOU) is made between the Capital Area Food Bank (hereafter referred to as CAFB) and established partners (site coordinator(s), hosting agencies, and others essentially involved) in the establishment and continuance of the **Mobile Market Program**. This agreement is made with **City of Hyattsville** who will coordinate the Mobile Market located at **3911 Hamilton Street, Hyattsville, MD, 20781 (Driskell Community Park)**. The CAFB will work in collaboration with local entities (partner agencies, schools, community centers or churches, and government offices/departments) in areas/communities identified as food insecure.

The Site Partner agrees to take responsibility for providing the primary requirements listed on the attached Mobile Market Program Agreement.

DISTRIBUTION

Site Partner shall assume responsibility for an orderly distribution of food. This will include:

- 1) Site Coordinator and other key contacts readily available by email and phone; the site coordinator must inform CAFB of any changes regarding the distribution site or personnel.
- 2) Volunteers who can manage the flow of the operation.

DATES OF MONTHLY DISTRIBUTIONS

Your site's scheduled day of distribution is the **Third Tuesday** of each month. Please follow the cancellation policy and/or reschedule with your Coordinator at CAFB should you need to adjust

NON-DISCRIMINATORY PLEDGE

Site Partner will not engage in discrimination, in the provision of service, against any person because of race, color, citizenship, religion, sex, national origin, ancestry, age, marital status, disability, sexual orientation, including gender identity, unfavorable discharge from the military or status as a protected veteran

SAFE FOOD HANDLING

Site Partner affirms to the safe and proper handling of the Product, which conforms to all local, state and federal regulations.

FREQUENCY

The frequency of the distribution will be mutually agreed upon by CAFB and the Site Partner based on programmatic goals and community need.

INCLEMENT WEATHER

The Site Partner shall have primary responsibility in deciding when weather will prohibit distribution on the given day and time. Site safety, accessibility, and availability of volunteers may influence the decision. If the Food Bank is open, CAFB will assume all distributions will operate unless notified by site coordinator. This notification should happen as early as possible. The Site Partner can make arrangements for an alternate (or indoor) location to avoid possibility of cancellation. Any alternate

arrangements should be communicated with CAFB staff as soon as possible.

If CAFB is closed due to inclement weather, all distributions will be cancelled. If able, CAFB will notify the site coordinator as soon as a decision is made of organizational closure. This information will also be available on the Food Bank's website and on the main phone line (202-644-9800). The Food Bank cannot guarantee a re-scheduling of the distribution due to overall scheduling and availability of staff and drivers.

CANCELLATIONS

The Site Partner has the authority to cancel or suspend a distribution if there are factors that would jeopardize the integrity or orderliness of the distribution. The site coordinator must inform CAFB of any cancellation at least one week prior to the scheduled delivery.

UNDISTRIBUTED FOOD

Site coordinator agrees to inform the CAFB Coordinator if the amount of food sent to the site exceeds the number of clients served so that adjustments can be made.

At the conclusion of each distribution, when all recipients have been served equally, all remaining food items may be given to other sites as long as they are previously approved by CAFB. Due to IRS regulations, remaining food items cannot be given to groups, agencies or partners who CAFB has not approved.

*There will **NOT** be a 'mass distribution' of all remaining food items to families who remain on the premises for leftovers, as this practice could result in situations encouraging abuse or compromising standards and procedures the Food Bank expects of all of its own pantries.*

RECIPIENTS GETTING FOOD FOR NON-ATTENDEES

Recipients are discouraged from picking up food for others. Site coordinators agree to inform any recipients that requests to pick up food for someone who could not attend the market is not encouraged and that once the food items leaves the market CAFB is not responsible for what happens to the received food items.

VOLUNTEERS BEING SERVED

The site coordinator is responsible for training volunteers to ensure policy compliance and monitoring volunteers throughout the distribution, including:

- a. Prohibiting the consumption of food delivered to site during the distribution by the volunteers
- b. Ensuring that volunteers do not receive preferential treatment when receiving food

Volunteers are NOT to benefit from the distribution UNLESS they have been approved as eligible recipients by the site coordinator. If volunteers are also recipients, they should receive the same items and the same amounts of each item as all other recipients to assure fair and equitable distribution practices. Volunteers must agree to wait until the end of the distribution before being served.

SAFETY

Site Coordinator and volunteers are responsible for ensuring that clients remain a safe distance from the CAFB truck at all times. Site partner, coordinators and volunteers are responsible for their own safety while conducting the distribution. Volunteers will be needed to unload food items from truck, which could include taking food from cases and unpacking it onto the tables, breaking down cardboard

cases and separating trash.

CLEAN UP

The site partner agrees to leave premises in clean and appropriate condition. The site must have appropriate trash receptacles to dispose of unusable products. Volunteers should be available to assist with clean-up both during and after the distribution.

The site should store pallets neatly and safely until the next distribution. When storing pallets, the site coordinator is responsible for ensuring that the pallets are stacked in a safe and accessible location for the driver to pick up. The site coordinator must communicate with the driver when pallets should be picked up.

DATA COLLECTION AND SITE MONITORING

NUMBER TO SERVE CONFIRMATION AND ADJUSTMENT

The number of households planned to be served (and prepared for) will be adjusted as need indicates and agreed upon by CAFB Coordinator and Site Coordinator. The minimum number served is targeted for at least 100 households

RECORD-KEEPING & DATA COLLECTION

The Site Partner will assume the responsibility of providing the CAFB with accurate records of the number of households served at each distribution within one week (5 business days) of the distribution. Failure to submit distribution data within the agreed upon timeframe may lead to temporary suspension.

SITE MONITORING

The site will be monitored on a regular basis by authorized food bank staff. Visits from food bank personnel may be announced or unannounced.

POLICIES AND PROCEDURES

The Partner Site agrees to abide by all CAFB policies and procedures.

TERMINABLE POLICY VIOLATIONS

Selling or exchanging food bank items for money or services or using food bank items for fundraising (flea markets, yard sales, food sales) purposes is prohibited. Food bank items will not be used for other agency purposes. Sites which use food bank items for unauthorized purposes will be suspended and/or terminated.

The CAFB reserves the right to cancel or suspend distributions based on lack of order witnessed at site, distribution abuses unaddressed by site, or delinquent reporting. The CAFB will discuss any such relevant matters with sites in a timely manner prior to any suspension or cancelation and will work diligently with sites on corrective actions when necessary.

CAFB Will:

- Deliver fresh produce and non-perishable items
- Provide annual trainings for site coordinators
- Offer resources that may be useful to the community

SITE REQUIREMENTS

1. Site Coordinator with a working cell phone and email address who is available to be on site for the entire distribution window.

Please provide Site Coordinator contact info:

- a. Name:
 - b. Contact Number:
 - c. e-mail address:
2. Contact will be responsible for (please initial):
- _____ Receiving food deliveries
 - _____ Coordinating Market Set Up
 - _____ Recruiting Volunteers
 - _____ Market Promotion
 - _____ Sending in Market Report
 - _____ Attending Yearly Mobile Market Recertification Training
3. A secondary contact with a working cell phone and e-mail address and capacity to lead the distribution in the Site Coordinator's absence
- Please provide secondary Site Coordinator contact info:**
- a. Name:
 - b. Contact Number:
 - c. e-mail address:
4. Contact will be responsible for (please initial):
- _____ Receiving food deliveries
 - _____ Coordinating Market Set Up
 - _____ Recruiting Volunteers
 - _____ Market Promotion
 - _____ Sending in Market Report
 - _____ Attending Yearly Mobile Market Recertification Training
5. Where will you distribute any potential leftovers to (needs to be a partner affiliated with CAFB):
- _____
6. Eight to ten volunteers who can lift up to 50 pounds (1-2 volunteers per pallet and 2 volunteers for general operations)
7. Appropriate trash receptacles to dispose of unusable products
8. Unrestricted access to the distribution site
9. Space to accommodate the food bank truck for food delivery, a client waiting area, debris collection point, and area to stack leftover pallets.
10. Access to internet and email to submit data reports and have other correspondence.
11. Use of 4 to 10 tables for food placement during distribution (6ft or longer).
12. Means of acquiring box cutters, trash bags, gloves, a clipboard and client numbers/tickets, if applicable.
13. Parking lot or street parking for client vehicles

STATEMENT OF AGREEMENT

This MOU is agreed upon as written with the following provisions: that any party may withdraw from this MOU at any time with written notice; that this MOU may be modified and amended by written agreement of the signed parties.

Site Name

Site Address

City State Zip Code

Site Coordinator Name

_____ Date: _____
Site Coordinator Signature

_____ Date: _____
CAFB Director of Food Access Programs

_____ Date: _____
CAFB Manager of Direct Distribution Programs Signature



City of Hyattsville

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Agenda Item Report

File #: HCC-27-FY23

7/18/2022

9.n.

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

Item Title:

FY23 Budget Amendment: Gas Powered Leaf Blower Ban Communications Needs

Suggested Action:

I move the Mayor and Council approve and appropriate an increase of \$6,500 in the FY23 communications budget in the general fund for the design, printing, and distribution of communications to residents about Hyattsville's Gas Leaf Blower Ban and Trade-In Program.

Summary Background:

With the recent adoption of the Gas Leaf Blower Ban, the City's Communications Staff will work with a local designer to create print and digital communications for City residents. This is expected to include flyers, print mailers, social media and other advertising to reach all community members with information about the upcoming ban and availability of trade-in rebates. This budget amendment is for communications related expenses in FY 2023; additional expenses are anticipated in future fiscal years during the two-year roll-out of the program.

Estimated costs:

Graphic Design Services: \$2,500
Flyer and Postcard Printing: \$2,300
Postcard Mailing: \$1,000
Sign Printing (Big Belly): \$700

Next Steps:

City Communications staff has engaged the support of a local graphic designer to begin initial print and digital communications about the ban's timeline and rebate opportunities. Print mailers, social media, and flyer advertisements are expected to be available in early August when the rebate program begins.

Fiscal Impact:

\$6,500

City Administrator Comments:

Recommend Approval

Community Engagement:

The Communications team will work closely with the Department of Public Works and Code Enforcement teams on communications needed to advertise trade-in events. A variety of communications methods will be used to connect with all stakeholders, including local landscape contractors.

Strategic Goals:

Goal 1 - Ensure Transparent and Accessible Governance

Legal Review Required?

N/A



City of Hyattsville

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Agenda Item Report

File #: HCC-28-FY23

7/18/2022

9.o.

Submitted by: Marci LeFevre
Submitting Department: Community Services
Agenda Section: Consent

Item Title:

Letter of Support for Habit for Humanity Partnership Grant Opportunity

Suggested Action:

I move that the Mayor and Council authorize the City Administrator provide a letter to support the application submitted by Habitat for Humanity Metro Maryland ("HFHMM") to the Maryland Department of Housing and Community Development's National Capital Strategic Economic Development Fund Program ("NED") for the HFHMM Repair Accessibility Modification Program (RAMP) - Critical Repair, Accessibility and Weatherization Program, (the "Program").

Summary Background:

The City has an existing Memorandum of Understanding (attached) with Hyattsville Aging in Place (HAP) and Habitat for Humanity Metro Maryland (HFHMM) for the RAMP home modification program which provides accessibility modifications, home repairs, and weatherization services to low-income homeowners in Hyattsville. The City does not provide funds to make this program available to residents. HAP conducts participant in-takes, and HFHMM provides funding for covered services. Hyattsville residents have benefitted from this program since our partnership with HFHMM and HAP was initiated.

Grant funds, if awarded to HFHMM by the Maryland Department of Housing and Community Development's National Capital Strategic Economic Development Fund Program, will expand accessibility modifications, home repairs, and weatherization services to low-income homeowners residing within designated Sustainable Communities in Hyattsville. This Program will help mitigate some of the key housing challenges experienced by Hyattsville community residents, identified through the senior community needs survey fielded in 2021.

Next Steps:

Submit Letter of Support.

Fiscal Impact:

N/A

City Administrator Comments:

Recommend approval.

Community Engagement:

NA

Strategic Goals:

Goal 3 - Promote a Safe and Vibrant Community

Legal Review Required?

N/A

July 11, 2022

Ms. Ashlee Green, Project Manager
Maryland Department of Housing and Community Development
2 North Charles Street, Suite 450
Baltimore, Maryland 21201

RE: National Capital Strategic Economic Development Fund
Habitat for Humanity Metro Maryland

Dear Ms. Green,

This letter is to express The City of Hyattsville's strong support of the application submitted by Habitat for Humanity Metro Maryland ("HFHMM") to the Maryland Department of Housing and Community Development's National Capital Strategic Economic Development Fund Program ("NED") for the HFHMM Repair Accessibility Modification Program (RAMP) - Critical Repair, Accessibility and Weatherization Program, (the "Program").

The Program will provide health-related and safety repairs, accessibility modifications, and weatherization services to low-income homeowners residing within designated Sustainable Communities in Hyattsville. This Program will help mitigate some of the key housing challenges experienced by Hyattsville community residents, identified through a senior community needs survey fielded in 2021. Furthermore, this letter serves to document the partnership between HFHMM and the City of Hyattsville.

The City of Hyattsville, with Hyattsville Aging in Place (HAP), and HFHMM have collaborated since 2018 to make home modifications, repairs, and weatherization services available to low-income families and individuals in Hyattsville. Without the assistance provided by HFHMM, many individuals would not have the means to improve their health and mobility; HFHMM-provided in-home health assessments and home modifications have helped older adults and persons with disabilities continue to "age in place" safely and with dignity in their homes and community of choice.

In addition, without the home repair and weatherization assistance provided by HFHMM, many Hyattsville individuals and families would not have the means to improve the livability and integrity of their homes. Such services are essential to maintaining the health and investment of homeowners, as well as the vibrancy of the community's older housing stock.

This letter of support is testimony of the City of Hyattsville's support for this Program and the importance placed on providing and preserving quality, affordable safe housing for our citizens. Should you have any questions or require further information please feel free to contact me, or our City's Community and Economic Development Director, Jim Chandler.

Sincerely,

Tracey Nicholson Douglas
City Administrator

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) made this 21st day of June 2022, between the **CITY OF HYATTSVILLE** (“City”), an incorporated municipality of the State of Maryland, and **HABITAT FOR HUMANITY METRO MARYLAND** (“Habitat”), and **HYATTSVILLE AGING IN PLACE** (“HAP”).

WHEREAS, the Hyattsville City Council adopted the Hyattsville Age-Friendly Action Plan, directing the City Administrator to seek partnerships to provide seniors and residents with disabilities support in modifying their homes; and

WHEREAS, Habitat and HAP work together to provide such services, with additional support for homeownership after the modifications are finished; and

WHEREAS, the City Administrator determined that Habitat and HAP meet the requirements set forth by the City Council in the Hyattsville Age-Friendly Action Plan.

NOW, THEREFORE, the parties hereto express their understanding as follows:

1. Habitat Obligations - Provide health and safety related home repairs, accessibility modifications, energy efficiency upgrades and visits from occupational therapists and registered nurses for qualifying residents of the City of Hyattsville as part of Habitat’s RAMP and Weatherization programs. Habitat shall have sole and absolute discretion in the selection of applicants for the RAMP and Weatherization Programs.
2. HAP Obligations – Provide support for residents 60 years of age and older in the Habitat RAMP and Weatherization application process, as well as support during and after services are provided by Habitat.
3. City Obligations – Facilitate outreach to potentially interested residents, including those registered in the City’s senior meals program, backdoor pickup program, Ageless Grace program, Call-A-Bus program, and on the senior services mailing list. Additionally, the City will promote the Project generally, and outreach to seniors and people with disabilities who staff are aware may have interest, but are not registered in one the programs named above.
4. Insurance – Habitat and HAP shall obtain and maintain liability insurance coverage. Within ten (10) days of the execution of this Agreement, Habitat and HAP shall file with the City Administrator, a Certificate from an insurance company authorized to do business in the State of Maryland and satisfactory to the City showing issuance of liability insurance in the amount of at least One Million Dollars (\$1,000,00.00) coverage with a deductible no greater than Ten Thousand Dollars (\$10,000.00). Habitat and HAP 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).”

Habitat and HAP shall, throughout the term of this Agreement, maintain comprehensive general liability insurance in the following amounts and shall submit an insurance certificate as proof of coverage prior to final Agreement approval, except that HAP is exempt from the requirements of subpart 4(b):

- a) Personal injury liability insurance with a limit of \$1,000,000.00 for each occurrence and \$1,000,000.00 aggregate, where insurance aggregates apply.
- b) Property damage liability insurance with limits of \$1,000,000.00 for each occurrence and \$2,000,000.00 aggregate, where aggregates apply.

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.

5. Indemnification: Habitat and HAP hereby acknowledge and agree that they shall be responsible for and indemnify, defend, and hold the City harmless against any claim for loss, personal injury and/or damage that may be suffered as a result of their own negligence or willful misconduct in the performance of the services herein contracted for or for any failure to perform the obligations of the Agreement, including, but not limited to, attorneys fees and any other costs incurred by the City, in defending any such claim. Habitat and HAP further agree to notify the City in writing within ten (10) days of receipt of any claim or notice of claim made by third parties against Habitat or HAP and 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 MOU.

6. Funding: This MOU is not a commitment of funds.

7. Duration, Modification and Termination: This MOU is at-will and may only be modified by mutual consent of authorized officials of Habitat, HAP and the City in a written instrument executed by all parties. This MOU shall become effective upon signature by the authorized officials listed below and will remain in effect until modified or terminated by any one of the partners. In the absence of mutual agreement by the authorized officials listed below this MOU shall end on June 30, 2023. This MOU may be terminated by any party upon written 15 day notice to the other parties.

8. Binding Effect: This MOU shall be non-binding.

9. Assignment: This MOU is not assignable.

10. Governing Law: This MOU shall be governed and construed in accordance with the laws of the State of Maryland. Any dispute between any of the parties under any of the terms or conditions of this MOU, shall be brought in the Circuit Court for Prince George's County, Maryland as the sole and exclusive venue and forum for any such disputes or actions.

11. Further Actions: The parties shall take such further actions and execute such additional documents as may be reasonably required in order to effectuate the intent of this MOU.

12. Severability: If any term, covenant or condition of this MOU shall be unenforceable or invalid, then the remainder of this MOU shall not be affected thereby, and each such term, covenant and condition shall be valid and enforceable to the fullest extent permitted by law.
13. No Waiver: No failure by any party to enforce any provision of this MOU shall be deemed a waiver of its rights to enforce this MOU thereafter.
14. Enforcement: This non-binding MOU is unenforceable.
15. Force Majeure: If as a result of any event of Force Majeure any of the parties is unable to exercise any right or option hereunder, or perform any obligations required hereunder, within the time limit provided therefore in this MOU, such time limit shall be extended for a period equal to the duration of such event.
16. Notices: All notices, demands, or requests (each a "Notice," and, collectively, the "Notices") required or permitted to be given pursuant to this MOU shall be in writing, and shall be sent (a) by hand delivery, or (b) by certified mail, postage prepaid, return receipt requested, or (c) by nationally recognized overnight courier, and all such Notices shall be deemed delivered when received. Rejection or other refusal to accept or inability to deliver because of changed address of which no Notice has been given shall constitute receipt of the Notice. Notices shall be addressed as follows:

If given to City:	City of Hyattsville Attn: City Administrator 4310 Gallatin Street Hyattsville, MD 20781 Tel: (301)985-5000
With a copy to:	Department of Community Services Attn: Marci LeFevre 4310 Gallatin Street Hyattsville, MD 20781 Tel: (301)985-5012
If given to Habitat:	Habitat for Humanity Metro Maryland Attn: President & CEO 8380 Colesville Road, Suite 700 Silver Spring, MD 20910
With a copy to:	Habitat for Humanity Metro Maryland Attn: Sarah Reddinger 8380 Colesville Road, Suite 700 Silver Spring, MD 20910

If given to HAP: Hyattsville Aging in Place
Attn: Board Chair
PO Box 113
Hyattsville, MD 20781

With a copy to: Hyattsville Aging in Place
Attn: Lisa Walker
5104 42nd Avenue
Hyattsville, MD 20781

or in each case to such other address as any party may from time to time designate in writing by Notice given under the terms of this Section 16.

17. Incorporation of Recitals: The Recitals set forth above are incorporated into this MOU.

Habitat for Humanity Metro Maryland

By: _____
Name/Title: _____

Witness: _____
Date: _____

Hyattsville Aging in Place

By: _____
Name/Title: _____

Witness: _____
Date: _____

City of Hyattsville

By: _____
Name/Title: _____

Witness: _____
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-6-FY23

7/18/2022

10.a.

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

Item Title:

Hyattsville Resolution 2022-08: Authorizing the Issue and Sell of General Obligation Bond Anticipation Notes (INTRODUCTION & ADOPTION)

Suggested Action:

I move that the Mayor and Council introduce and adopt Hyattsville Resolution 2022-08 authorizing the issuance and sale of the City's general obligation bond anticipation notes in an original aggregate principal amount not exceeding Eleven Million Dollars (\$11,000,000).

The resolution requires that the proceeds of the sale of the notes be used and applied for the public purpose of financing or reimbursing costs of the project identified as the 3505 Hamilton Street Public Safety Building, together with related costs, specifies the form and tenor of the notes, authorizes the sale thereof at private sale through a private placement or direct purchase transaction and specifies other details relating to the issuance, sale and delivery of the notes.

The resolution authorizes the Treasurer to determine certain terms and details in connection with the issuance, sale and delivery of the notes and provides for the appropriation, disbursement, and investment of the proceeds of the notes. The resolution pledges the City's full faith and credit and unlimited taxing power to the payment of debt service on the notes and provides for the imposition of ad valorem taxes sufficient for such purposes.

Summary Background:

In 2019 the City issued bonds in the amount of \$12,675,000 to fund improvements to the DPW facility and the renovation of 3505 Hamilton Street to become the new public safety building. Construction of the DPW facility began in late Fall 2019. The 3505 Hamilton Street construction project was anticipated to be solicited in 2020 with work beginning in late 2020. However, due to the COVID-19 pandemic the process to complete the design, review, and permitting for the 3505 Hamilton Street project was significantly slowed down and delayed.

The project solicitation process began in mid-2021, with the permits not being issued by Prince George's County until early 2022. The solicitation process was completed in Spring 2022 with Council approving a contract with Whiting-Turner in April 2022 in an amount not to exceed \$18.7M. Unfortunately, the pandemic created significant delays in the production, shipping, and availability of most building materials, including a shortage of available workforce. These issues combined, caused price increases anywhere from 15% to 200% or more of pre-pandemic prices, which were used to create the initial estimates and amounts for the 2019 bond issuance.

As a result, the 3505 Hamilton Street project now has a funding shortfall of \$10.6M and the administration is asking Council to fund this by approving the issuance of General Obligation Bonds Anticipation Notes (BANs) in the aggregate principal amount of \$11,250,000 that includes \$650K for the costs of issuance, interest on the BANs and related costs.

Additionally, in an effort to help reduce the costs for this project, the City has been awarded \$500k in bond bill funding and anticipate requesting additional grant dollars in the next round of funding through our State Delegates and the Governor's capital budget.

Next Steps:

Upon final Council approval to issue BANs bond underwriters will secure funding.

Fiscal Impact:

The City's Annual Debt Service payments will increase approximately 10.8% a year.

City Administrator Comments:

Recommends approval.

Community Engagement:

N/A

Strategic Goals:

Goal 3 - Promote a Safe and Vibrant Community

Legal Review Required?

Complete

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**CITY OF HYATTSVILLE
RESOLUTION 2022-08**

3 A RESOLUTION OF THE CITY COUNCIL OF CITY OF HYATTSVILLE (THE “CITY”)
4 AUTHORIZING THE ISSUANCE AND SALE OF A SERIES OF THE CITY’S GENERAL
5 OBLIGATION BOND ANTICIPATION NOTES PURSUANT TO THE AUTHORITY
6 DESCRIBED HEREIN, SUCH BOND ANTICIPATION NOTES TO BE DESIGNATED
7 “CITY OF HYATTSVILLE GENERAL OBLIGATION PUBLIC IMPROVEMENT BOND
8 ANTICIPATION NOTES” (THE “BANS”) AND TO BE ISSUED IN AN ORIGINAL
9 AGGREGATE PRINCIPAL AMOUNT NOT EXCEEDING \$11,000,000, SUBJECT TO
10 THE FURTHER PROVISIONS OF THIS RESOLUTION, THE PROCEEDS OF THE
11 SALE OF THE BANS TO BE USED AND APPLIED FOR THE PUBLIC PURPOSE OF
12 FINANCING OR REIMBURSING COSTS (AS DEFINED HEREIN) OF THE PROJECT
13 IDENTIFIED HEREIN AS 3505 HAMILTON STREET PUBLIC SAFETY BUILDING,
14 TOGETHER WITH RELATED COSTS, INCLUDING COSTS OF ISSUANCE;
15 PRESCRIBING THE FORM AND TENOR OF THE BANS AND CERTAIN TERMS AND
16 CONDITIONS FOR THE ISSUANCE AND SALE THEREOF AT PRIVATE SALE
17 THROUGH A PRIVATE PLACEMENT OR DIRECT PURCHASE TRANSACTION AND
18 OTHER DETAILS INCIDENT TO THE ISSUANCE, SALE AND DELIVERY OF THE
19 BANS; AUTHORIZING THE TREASURER TO DETERMINE AND FIX CERTAIN
20 TERMS AND DETAILS IN CONNECTION WITH THE ISSUANCE, SALE AND
21 DELIVERY OF THE BANS; PROVIDING FOR THE APPROPRIATION,
22 DISBURSEMENT AND INVESTMENT OF THE PROCEEDS OF THE BANS;
23 PROVIDING FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE
24 BANS FROM THE PROCEEDS OF THE BONDS IN ANTICIPATION OF WHICH THE
25 BANS ARE ISSUED; PROVIDING FOR THE IMPOSITION AND COLLECTION OF
26 TAXES NECESSARY FOR THE PROMPT PAYMENT OF THE PRINCIPAL OF AND
27 INTEREST ON THE BANS; PROVIDING THAT THE FULL FAITH AND CREDIT AND
28 UNLIMITED TAXING POWER OF THE CITY SHALL BE PLEDGED TO THE
29 PAYMENT OF SUCH PRINCIPAL AND INTEREST; PROVIDING THAT THE
30 PRINCIPAL OF AND INTEREST ON THE BANS ALSO MAY BE PAID FROM ANY
31 OTHER SOURCES OF REVENUE LAWFULLY AVAILABLE TO THE CITY FOR
32 SUCH PURPOSE; MAKING OR PROVIDING FOR CERTAIN COVENANTS AND
33 DETERMINATIONS RELATING TO THE TAX-EXEMPT STATUS OF THE BANS;
34 PROVIDING THAT THE PROVISIONS OF THIS RESOLUTION SHALL BE
35 LIBERALLY CONSTRUED; AND GENERALLY RELATING TO THE ISSUANCE,
36 SALE, DELIVERY AND PAYMENT OF AND FOR THE BANS.

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RECITALS

38 WHEREAS, City of Hyattsville, a municipal corporation of the State of Maryland and a
39 municipality within the meaning of the Enabling Act identified below (the “City”), is authorized
40 and empowered by Sections 19-301 to 19-309, inclusive, of the Local Government Article of the
41 Annotated Code of Maryland (previously codified as Sections 31 to 37, inclusive, of Article 23A
42 of the Annotated Code of Maryland), as replaced, supplemented or amended (the “Enabling Act”),
43 and Section C5-23A of the Charter of the City, as replaced, supplemented or amended (the

1 “Charter”), to borrow money for any proper public purpose and to evidence such borrowing by the
2 issuance and sale of its general obligation bonds; and

3 **WHEREAS**, pursuant to Ordinance 2022-08, passed by the City Council of the City (the
4 “City Council”) on July 18, 2022 and effective on August 7, 2022 (the “Ordinance”) pursuant to
5 the authority of the Enabling Act and Section C5-23A of the Charter, the City authorized the
6 issuance and sale from time to time, upon its full faith and credit, of one or more series of its
7 general obligation bonds in an original aggregate principal amount not to exceed Eleven Million
8 Two Hundred Fifty Thousand Dollars (\$11,250,000) (the “Bonds”) in order to finance, reimburse
9 or refinance costs of the public purpose projects identified in Section 3(b) of the Ordinance (the
10 “Projects”); and

11 **WHEREAS**, pursuant to the authority of Sections 19-211 through 19-223, inclusive, of
12 the Local Government Article of the Annotated Code of Maryland (previously codified as Section
13 12 of Article 31 of the Annotated Code of Maryland), as replaced, supplemented or amended (the
14 “Bond Anticipation Note Act”) and Section C5-23A of the Charter, Section 7 of the Ordinance
15 authorized the City to issue and sell, upon its full faith and credit, its general obligation bond
16 anticipation notes in one or more series in an original aggregate principal amount not to exceed
17 Eleven Million Dollars (\$11,000,000) (the “BANs”), prior to and in anticipation of the sale of any
18 series of the Bonds, for the public purpose of financing or reimbursing costs of the Projects on an
19 interim basis; and

20 **WHEREAS**, the Ordinance provides that each series of the BANs may be sold by a public
21 sale through competitive bids or at a public or private sale through a negotiated underwriting, a
22 private placement or a direct purchase transaction, as determined by the City Council by resolution,
23 based on a recommendation of the financial advisor to the City, the City Administrator of the City
24 (the “City Administrator”) and the Treasurer of the City (the “Treasurer”); and

25 **WHEREAS**, the City Council has determined to sell a series of the BANs in order to
26 finance or reimburse costs of the Projects identified in the Ordinance on an interim basis; and

27 **WHEREAS**, the City Council, based on the recommendation of the financial advisor to
28 the City, the City Administrator and the Treasurer, has determined to sell such series of the BANs
29 at a private sale through a private placement or a direct purchase transaction as contemplated by
30 the Ordinance and upon the terms and conditions set forth in this Resolution.

31 **NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Hyattsville
32 that:

33 **SECTION 1.** (a) The Recitals to this Resolution are deemed a substantive part of this
34 Resolution and are incorporated herein by reference. Capitalized terms used in the Sections of this
35 Resolution that are not otherwise defined herein shall have the meanings given to such terms in
36 the Recitals hereto.

37 (b) References in this Resolution to any official by title shall be deemed to refer (i) to
38 any official authorized under the Charter, the code of ordinances of the City (the “City Code”) or
39 other applicable law or authority to act in such titled official’s stead during the absence or disability
40 of such titled official, (ii) to any person who has been elected, appointed or designated to fill such

1 position in an acting or interim capacity under the Charter, the City Code or other applicable law
 2 or authority, (iii) to any person who serves in a “deputy”, “associate” or “assistant” capacity as
 3 such an official, provided that the applicable responsibilities, rights or duties referred to herein
 4 have been delegated to such deputy, associate or assistant in accordance with the Charter, the City
 5 Code or other applicable law or authority, and/or (iv) to the extent an identified official commonly
 6 uses another title not provided for in the Charter or the City Code, the official, however known,
 7 who is charged under the Charter, the City Code or other applicable law or authority with the
 8 applicable responsibilities, rights or duties referred to herein.

9 (c) References in this Resolution to the “principal amount” of the BANs (as defined in
 10 Section 3 below) shall be construed to mean the par amount of the BANs.

11 **SECTION 2.** (a) Pursuant to the authority of the Bond Anticipation Note Act, Section C5-
 12 23A of the Charter, the Ordinance and any other applicable law, the City hereby determines to
 13 borrow money and incur indebtedness for the public purpose of financing or reimbursing Costs of
 14 the Projects (as defined in the Ordinance) on an interim basis, as follows:

	<u>Project Description</u>	<u>Maximum Principal Amount</u>
1	3505 Hamilton Street Public Safety Building (1)	\$10,600,000
2	Costs of Issuance	<u>400,000</u>
	TOTAL	\$11,000,000

15 _____
 16 (1) Sometimes referred to in City materials as Reuse of 3505 Hamilton Street or Public Safety
 17 Building Renovation Project.

18
 19 (b) Notwithstanding the provisions of subsection (a) above, in the event the original
 20 aggregate principal amount of the BANs identified in Section 3 hereof as issued is less than
 21 \$11,000,000, as determined in accordance with Section 8 of this Resolution, the Mayor of the City
 22 (the “Mayor”), with the advice of the City Administrator of the City (the “City Administrator”)
 23 and the Treasurer of the City (the “Treasurer”), is hereby authorized and empowered, on behalf of
 24 the City, to determine to reduce and/or eliminate the maximum original principal amount of the
 25 BANs to be applied to any of the Costs of the Projects identified in subsection (a) above (exclusive
 26 of any investment earnings that may be applied for such purpose). Any such reduction or
 27 elimination in the maximum original principal amount of the BANs to be applied to any Costs of
 28 the Projects (exclusive of any investment earnings that may be applied for such purposes), shall
 29 be evidenced in the Section 148 Certificate provided for in Section 11 hereof reflecting such
 30 reduction or elimination. The Mayor is also hereby authorized, but not required, to execute an
 31 order providing for such reduction or elimination.

32 (c) Proceeds of the BANs are hereby appropriated and allocated to pay Costs of the
 33 Projects in the maximum original principal amount specified for each Project above (exclusive of
 34 any investment earnings that may be applied for such purposes), subject to adjustment as to such
 35 principal amounts as provided for in subsection (b) above; provided that, the City, without notice
 36 to or the consent of the registered owners of the BANs, may reallocate the maximum original

1 principal amount of the BANs to be spent among the Costs of the Projects identified in such
2 subsection (a), as adjusted as provided in such subsection (b), if applicable, in compliance with
3 applicable budgetary procedures or applicable law. Further, it is the intention of the City Council
4 that proceeds of the BANs provided for in Section 3 of this Resolution may be spent on any
5 applicable Costs of the Projects, notwithstanding the descriptive names used for such Projects in
6 the table in subsection (a) above, including, without limitation, costs related to changes in scopes
7 of and/or names of any the Projects identified above effected through applicable budgetary
8 procedures or applicable law.

9 SECTION 3. To evidence the borrowing and indebtedness authorized in Section 2 of this
10 Resolution, the City, acting pursuant to the authority of the Bond Anticipation Act, Section C5-
11 23A of the Charter, the Ordinance and any other applicable law, hereby determines to issue and
12 sell, upon its full faith and credit, a series of its general obligation bond anticipation notes in the
13 original aggregate principal amount of Eleven Million Dollars (\$11,000,000) or such lesser
14 original aggregate principal amount as determined in accordance with Section 8 hereof, and to
15 designate such series as the “City of Hyattsville General Obligation Public Improvement Bond
16 Anticipation Notes, Series 2022” (collectively, the “BANs” and, individually, a “BAN”).

17 SECTION 4. The BANs shall be executed in the name of the City and on its behalf by the
18 Mayor, by manual signature. The corporate seal of the City shall be affixed to the BANs (manually
19 or by facsimile) and attested by the City Clerk of the City (the “City Clerk”) by manual signature.
20 The BANs shall be issued subject to registration as to principal and interest in the name of the
21 owner or owners thereof on the books kept for registration and registration of transfer of the BANs
22 by the Treasurer. In the event any official of the City whose signature appears on the BANs shall
23 cease to be such official prior to the delivery of the BANs, or, in the event any such official whose
24 signature appears on the BANs shall have become such after the date of issue thereof, the BANs
25 shall nevertheless be valid and binding obligations of the City in accordance with their terms.

26 SECTION 5. (a) Except as provided hereinafter, the BANs shall be issued in substantially
27 the form attached hereto as Exhibit A and incorporated by reference herein. Appropriate variations
28 and insertions may be made by the Mayor or the Treasurer to reflect determinations made in
29 accordance with this Resolution, to provide names, dates, numbers, interest rates and amounts, to
30 comply with recommendations of legal counsel, or to make other modifications not specifically
31 provided for herein that do not materially alter the substance of the BANs. All of the covenants
32 contained in the form attached hereto as Exhibit A, as such form shall be finally completed and
33 executed in accordance with this Section 5, are hereby adopted by the City as and for the form of
34 obligations to be incurred by the City, and the covenants and conditions contained therein are
35 hereby made binding upon the City, including the promise to pay therein contained. The execution
36 and delivery of the BANs by the Mayor in accordance with this Resolution shall be conclusive
37 evidence of the approval of the form of the BANs and any variations, insertions, omissions,
38 notations, legends or endorsements authorized by this Resolution.

39 SECTION 6. (a) As contemplated by the Ordinance, the City Council hereby determines
40 that it shall be in the best interests of the City to sell the BANs at private sale through a private
41 placement or a direct purchase transaction. Any such private sale is hereby determined to be in
42 the public interest due to the ability to time the market, negotiate with potential purchasers and
43 thereby achieve a beneficial interest rate or rates and other beneficial terms by undertaking a

1 private sale by private negotiation and, with respect to a private sale that involves a private
2 placement or direct purchase transaction, the lower costs of issuance typically incurred with such
3 a private placement or direct purchase transaction as compared to a negotiated underwriting or a
4 public sale at competitive bid.

5 (b) The City shall solicit proposals for the purchase of the BANs from one or more
6 financial institutions. In connection therewith, the Treasurer of the City are authorized to (i)
7 prepare a request for proposals or similar documents with the assistance of the City's financial
8 advisor, (ii) solicit proposals from banks or other financial institutions recommended by the City's
9 financial advisor for the purchase of the BANs, (iii) make all necessary arrangements for the
10 tabulation and comparison of the proposals received to determine the proposal which has the most
11 advantageous terms for the City, and (iv) negotiate the terms of the sale of the BANs with one or
12 more banks or financial institutions submitting proposals. Any actions taken by the officers and
13 employees of the City to solicit proposals for the purchase of the BANs are hereby ratified and
14 approved.

15 SECTION 7. (a) The City shall sell the BANs to the financial institution submitting the
16 proposal for the BANs that is in the best interests of the City (the "Successful Bidder"), as
17 determined by the Treasurer with the assistance of the City's financial advisor. Notwithstanding
18 the foregoing, the Treasurer may determine, based upon the advice of the City's financial advisor,
19 to reject all proposals received and to solicit proposals for the purchase of the BANs at a future
20 time or times, as market conditions warrant.

21 (b) The Treasurer is expressly authorized and empowered to take any and all action
22 necessary to complete and close the award, sale and delivery of the BANs to the Successful Bidder,
23 including, without limitation, making such changes or modifications in the form of the BANs
24 approved hereby as may be necessary or appropriate to comply with the Successful Bidder's
25 proposal.

26 SECTION 8. Promptly upon the determination of the Successful Bidder, the sale of the
27 BANs to the Successful Bidder shall be approved by the Treasurer, by order or otherwise. The
28 Treasurer is hereby authorized and directed to fix and determine the final principal amount of the
29 BANs, the maturity date therefor, the interest rate to be borne by the BANs and all other terms and
30 details of the BANs, within the limitations set forth in the Ordinance and this Resolution.

31 SECTION 9. The Treasurer or other authorized City official or employee is each hereby
32 designated and authorized to receive payment on behalf of the City of the proceeds of the sale of
33 the BANs. There may be deducted from the total gross proceeds realized from the sale and delivery
34 of the BANs the expenses of the BANs. The net purchase price of the BANs shall be deposited in
35 the proper account or accounts of the City, shall be invested within the limits prescribed by
36 Maryland and federal law, and shall be used and applied exclusively for the purposes described
37 herein. Within any applicable limitations of the Internal Revenue Code of 1986, as amended (the
38 "Code"), any investment earnings on proceeds of the BANs shall be applied to pay Costs of the
39 Projects, including costs of issuance, and/or to pay debt service on the BANs. Within any
40 applicable limitations of the Code, if the proceeds received from the sale of the BANs exceed the
41 amount needed for the public purposes hereinabove described, the amount of such unexpended
42 excess shall be set apart in a separate fund and applied to pay debt service on the BANs, unless a

1 supplemental resolution is adopted by the City Council to provide for the expenditure of that excess
2 for any purpose authorized by the Ordinance or unless a supplemental ordinance is enacted by the
3 City Council to provide for the expenditure of that excess for some other valid purpose authorized
4 by the Enabling Act, the Charter or other applicable law, as applicable. Nothing in this Resolution
5 shall be construed to authorize the expenditure of any moneys except for a proper public purpose.

6 SECTION 10. The principal of and interest on the BANs shall be payable from the
7 proceeds of the Bonds in anticipation of which the BANs are issued. If the City is unable to issue
8 the Bonds in sufficient time to pay the principal of and interest on the BANs when due, the City
9 shall impose, for each and every fiscal year during which the BANs may be outstanding, ad
10 valorem taxes on all real and tangible personal property in the City that is subject to assessment
11 for unlimited municipal taxation at a rate and in an amount sufficient to pay the principal of and
12 interest on the BANs in each such fiscal year. In the event the proceeds from the collection of the
13 taxes so imposed may prove inadequate for such purposes in any fiscal year, additional taxes shall
14 be imposed in the subsequent fiscal year to make up such deficiency. The full faith and credit and
15 unlimited taxing power of the City are hereby pledged to the payment of the principal of and
16 interest on the BANs as and when the same become due and are payable and to the imposition of
17 the taxes hereinabove prescribed as and when such taxes may become necessary in order to provide
18 sufficient funds to meet the debt service requirements of the BANs. The City hereby covenants
19 with the registered owners of the BANs to take any further action that may be lawfully appropriate
20 from time to time during the period that the BANs remain outstanding and unpaid to provide the
21 funds necessary to pay promptly the principal thereof and interest due thereon. The foregoing
22 provisions shall not be construed so as to prohibit the City from paying the principal of and interest
23 on the BANs from the proceeds of the sale of any other obligations of the City or from any other
24 funds legally available for that purpose. Subject to any limitation provided for in the Code or other
25 applicable law, the City may apply to the payment of the principal of or interest on the BANs any
26 funds received by it from the State of Maryland or the United States of America, or any
27 governmental agency or instrumentality, or from any other source, if such funds are granted or
28 paid to the City for the purpose of assisting the City in accomplishing the types of Projects which
29 the BANs are issued to finance or are otherwise available for such purpose, and to the extent of
30 any such funds received or receivable in any fiscal year, the taxes hereby required to be imposed
31 may be reduced proportionately.

32 SECTION 11. (a) Any two or more of the Mayor, the City Administrator and the Treasurer
33 are the officials of the City responsible for the issuance of the BANs within the meaning of Section
34 1.148-2(b)(2) of the Treasury Regulations (defined below). Any two or more of the Mayor, the
35 City Administrator and the Treasurer also shall be the officials of the City responsible for the
36 execution and delivery (on the date of the issuance of the BANs) of a certificate of the City (the
37 “Section 148 Certificate”) that complies with the requirements of Section 148 of the Code and the
38 applicable regulations under Sections 103 and 141-150, inclusive, of the Code (the “Treasury
39 Regulations”), and such officials are hereby authorized and directed to execute and deliver the
40 Section 148 Certificate to counsel rendering an opinion on the validity and tax-exempt status of
41 the BANs on the date of the issuance of the BANs.

42 (b) The City shall set forth in the Section 148 Certificate its reasonable expectations as
43 to relevant facts, estimates and circumstances relating to the use of the proceeds of the BANs or
44 of any monies, securities or other obligations to the credit of any account of the City which may

1 be deemed to be proceeds of the BANs pursuant to Section 148 or the Treasury Regulations
2 (collectively, the “BAN Proceeds”). The City covenants with the registered owners of the BANs
3 that the facts, estimates and circumstances set forth in the Section 148 Certificate will be based on
4 the City’s reasonable expectations on the date of issuance of the BANs and will be, to the best of
5 the certifying officials’ knowledge, true and correct as of that date.

6 (c) The City covenants with the registered owners of the BANs that it will not make,
7 or (to the extent that it exercises control or direction) permit to be made, any use of the BANs
8 Proceeds that would cause the BANs to be “arbitrage bonds” within the meaning of Section 148
9 of the Code and the Treasury Regulations, and that it will comply with those provisions of Section
10 148 of the Code and the Treasury Regulations as may be applicable to the BANs on the date of
11 issuance and which may subsequently lawfully be made applicable to the BANs as long as the
12 BANs remain outstanding and unpaid.

13 (d) In connection with their execution and delivery of the Section 148 Certificate, the
14 authorized officials identified in this Section 11 are hereby authorized and empowered, on behalf
15 of the City, to make any designations, elections, determinations or filings on behalf of the City
16 provided for in or permitted by the Code and the Treasury Regulations and to reflect the same in
17 the Section 148 Certificate and/or the IRS Form 8038-G filed in connection with the issuance of
18 the BANs or any other documentation deemed appropriate by bond counsel to the City; provided
19 that, only one of such identified officials must sign the IRS Form 8038-G.

20 SECTION 12. The City specifically covenants that it will comply with the provisions of
21 the Code and the Treasury Regulations applicable to the BANs, including, without limitation,
22 compliance with provisions regarding the timing of the expenditure of the BAN Proceeds, the use
23 of the BAN Proceeds and the Costs of the Projects financed or reimbursed with the BAN Proceeds,
24 the restriction of investment yields, the filing of information with the Internal Revenue Service,
25 and the rebate of certain earnings resulting from the investment of the BAN Proceeds or payments
26 in lieu thereof. The City further covenants that it shall make such use of the BAN Proceeds,
27 regulate the investment of the BAN Proceeds and take such other and further lawful actions as
28 may be required to maintain the exemption from federal income taxation of interest on the BANs.
29 All officials, officers, employees and agents of the City are hereby authorized and directed to
30 provide such certifications of facts and estimates regarding the amount and use of the BAN
31 Proceeds as may be necessary or appropriate.

32 SECTION 13. The Mayor, the City Administrator, the Treasurer, the City Clerk of the
33 City, as appropriate, and all other appropriate officials and employees of the City are hereby
34 authorized, empowered and directed to (1) take any and all action necessary to complete and close
35 the sale, issuance and delivery of the BANs, (ii) negotiate, approve, execute and deliver all
36 documents, certificates and instruments necessary or appropriate in connection with any such sale,
37 issuance and delivery, and (iii) carry out the transactions contemplated by this Resolution, and any
38 documents, certificates or instruments executed and delivered in connection with the BANs.

39 SECTION 14. The provisions of this Resolution shall be liberally construed in order to
40 effectuate the transactions contemplated hereby.

41

1 SECTION 15. This Resolution shall become effective immediately upon its adoption.

2 [CONTINUED ON FOLLOWING PAGE]

1 **INTRODUCED** by the City Council of the City of Hyattsville, Maryland, at a ____ regular
2 ____ special [check applicable meeting type] meeting on July 18, 2022, at which meeting copies
3 were available to the public for inspection.

4 **ADOPTED** by the City Council of the City of Hyattsville, Maryland, at a ____ regular
5 ____ special [check applicable meeting type] meeting on July 18, 2022, at which meeting copies
6 were available to the public for inspection.

7 ATTEST:

8

9

10 _____
11 Laura Reams, City Clerk

Robert S. Croslin, Mayor

1 EXHIBIT A

2 FORM OF BOND ANTICIPATION NOTE

3 UNITED STATES OF AMERICA

4 No. R- STATE OF MARYLAND \$ _____

5 CITY OF HYATTSVILLE

6 GENERAL OBLIGATION PUBLIC IMPROVEMENT

7 BOND ANTICIPATION NOTE, SERIES 2022

8 Maturity Date Interest Rate Dated Date
9 _____, 20__ % _____, 2022

10 Registered Owner:

11
12 Principal Sum: DOLLARS

13
14 City of Hyattsville, a municipal corporation organized and existing under the Constitution
15 and laws of the State of Maryland and a municipality within the meaning of the Bond Anticipation
16 Note Act identified herein (the "City"), hereby acknowledges itself indebted for value received
17 and promises to pay to the Registered Owner shown above, or registered assigns (the "Registered
18 Holder"), on the Maturity Date specified above, the Principal Sum shown above, and to pay interest
19 on such Principal Sum from and including the Dated Date identified above until the Principal Sum
20 of this note is paid in full, at the Interest Rate per annum shown above, payable at maturity. Interest
21 shall be computed on the basis of a 360-day year comprised of twelve 30-day months.

22 Both principal of and interest on this note are payable in lawful money of the United States
23 of America. The principal of and interest on this note are payable by check or by wire transfer
24 mailed or sent to the Registered Holder hereof without presentation and surrender except for the
25 final payment of principal and interest which shall be payable upon presentation and surrender
26 hereof at the office of the Treasurer of the City (the "Treasurer"). If any payment is due hereunder
27 on a day which is not a Business Day (defined below), the City will not be required to make
28 payment until the next succeeding Business Day, and no interest will accrue on such payment in
29 the intervening period. "Business Day" means a day other than a Saturday, Sunday or day on
30 which banking institutions under the Laws of the State of Maryland are authorized or obligated by
31 law or required by executive order to remain closed.

32
33 This note is issued pursuant to and in full conformity with the provisions of Sections 19-
34 211 through 19-223, inclusive, of the Local Government Article of the Annotated Code of
35 Maryland (previously codified as Section 12 of Article 31 of the Annotated Code of Maryland),
36 as replaced, supplemented or amended (the "Bond Anticipation Note Act"), and Section C5-23A
37 of the Charter of the City, as replaced, supplemented or amended, and by virtue of due proceedings

1 had and taken by the City Council of the City (the “City Council”), particularly Ordinance 2022-
2 __, which was passed by the City Council on _____, 2022 and became effective on
3 _____, 2022 (the “Ordinance”), and Resolution 2022 -__, which was adopted by the City
4 Council on _____, 2022 and became effective on _____, 2022 (the “Resolution”).

5 This note is transferable only upon the registration books kept at the office of the Treasurer,
6 by the Registered Holder hereof in person, or by his attorney duly authorized in writing, upon
7 surrender hereof, together with a written instrument of transfer in the form attached hereto and
8 satisfactory to the Treasurer and duly executed by the Registered Holder or his duly authorized
9 attorney.

10 This note may be transferred or exchanged at the office of the Treasurer. Upon any such
11 transfer or exchange, the City shall issue, and the Treasurer shall deliver, a new registered note or
12 notes of the same series in authorized denominations equal to the aggregate principal amount of
13 the note so transferred or exchanged, with the same maturity and bearing interest at the same rate.
14 In each case, the Treasurer may require payment by the Registered Holder of this note requesting
15 transfer or exchange hereof of any tax, fee or other governmental charge, shipping charges and
16 insurance that may be required to be paid with respect to such transfer or exchange, but otherwise
17 no charge shall be made to the Registered Holder hereof for such transfer or exchange.

18 The City may deem and treat the party in whose name this note is registered as the absolute
19 owner hereof for the purpose of receiving payment of or on account of the principal hereof and
20 interest due hereon and for all other purposes.

21 The full faith and credit and unlimited taxing power of City are hereby pledged to the
22 payment of the principal of and interest on this note according to its terms, and the City does hereby
23 covenant and agree to pay punctually the principal of and the interest on this note, at the dates and
24 in the manner mentioned herein, according to the true intent and meaning hereof.

25 It is hereby certified and recited that each and every act, condition and thing required to
26 exist, to be done, to have happened or to be performed precedent to and in the issuance of this note,
27 does exist, has been done, has happened and has been performed in full and strict compliance with
28 the Constitution and laws of the State of Maryland, the Ordinance and the Resolution, and that this
29 note, together with all other indebtedness of the City, is within every debt and other limit prescribed
30 by the Constitution and laws of the State of Maryland.

31

32

[signatures appear on following page]

33

1 IN WITNESS WHEREOF, City of Hyattsville has caused this note to be executed in its
2 name by the manual signature of the Mayor and its corporate seal to be affixed hereto or otherwise
3 reproduced hereon, attested by the manual signature of the City Clerk, all as of the Dated Date set
4 forth above.

5 (SEAL)

6

7

8 ATTEST:

CITY OF HYATTSVILLE

9

10

11

12

13

14

City Clerk

By: _____
Mayor

1 (Form of Instrument of Transfer)

2 ASSIGNMENT

3 FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

4 (Please Insert Social Security or Other Identifying Number of Assignee) _____

5 _____

6 _____

7 _____

8 (Print or Type Name and Address, Including Zip Code of Assignee)

9
10 the within bond and all rights thereunder and does hereby constitute and appoint _____
11 attorney to transfer the within bond on the books kept for the registration thereof, with full power
12 of substitution in the premises.

13 Dated: _____

14 Signature Guaranteed:
15
16

Notice: Signatures must be guaranteed by a member or participant of a signature guaranty program.

Notice: The signature to this assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatsoever.

17
18
19 160810631_1.docx
20



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-17-FY23

7/18/2022

10.b.

Submitted by: Council Member Haba
Submitting Department: Legislative
Agenda Section: Action

Item Title:
Election of Council President

Suggested Action:
I move that the Mayor and Council elect Ward 5 Council Member Joseph A. Solomon as Council President.

Summary Background:
Following the election of Robert Croslin to Mayor, the position of Council President became vacant. The City Council is required per the Charter to elect a new Council President to fill that vacancy.

Next Steps:
Council discussion and vote.

Fiscal Impact:
N/A

City Administrator Comments:
For Council discussion and vote.

Community Engagement:
N/A

Strategic Goals:
Goal 1 - Ensure Transparent and Accessible Governance

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-29-FY23

7/18/2022

10.c.

Submitted by: At the Request of the City Administrator
Submitting Department: Community & Economic Development
Agenda Section: Action

Item Title:

Community Planning Facilitation and Strategic Planning Consulting Services

Suggested Action:

I move that the Mayor and Council accept the proposal submitted by Assedo Consulting LLC, 6100 Chevy Chase Drive, Suite 101, Laurel, Maryland 20707, for the purpose of facilitating and providing technical assistance in the development of the City's 2023 Community Sustainability Plan and authorize the City Administrator to execute a contract for services, not to exceed \$45,000, upon the review and approval by the City Attorney for legal sufficiency.

Summary Background:

On April 6, 2022, the City issued a solicitation for bids from interested and experienced economic development consulting firms to assist the City in the development of the City's Community Sustainability Plan, a strategic planning document that identifies community priorities through a comprehensive community planning effort. The Plan will generally comprise a Strengths, Weakness, Opportunities & Threats (SWOT) Assessment, Community Visioning & Prioritization and Strategic Planning sections.

The firm selected through this solicitation will serve on a project team and will primarily be responsible for assisting the City in (1) graphics/branding and template creation, (2) facilitating community planning sessions, performing data collection & analysis, (3) providing a community debrief, and (4) assisting with the content development for the published plan.

Staff completed a virtual interview with the Top 2 responding firms on Tuesday, July 12, 2022, reference check and work product review for the top 2 firms Assedo Consulting LLC and WGI Inc. The interviews consisted of questions regarding the respective firm's engagement methodology with traditionally underrepresented demographic groups, and process for in-person and virtual community planning sessions. The reference checks included quality of work product, experience working with the firm, methodology for conducting effective in-person and virtual community engagement sessions and the responsiveness/engagement of the local business community.

Next Steps:

Approve contract and proceed with work on the Sustainability Plan.

Fiscal Impact:

Funding for this activity is included in the FY2023 City Budget.

City Administrator Comments:

Recommend approval.

Community Engagement:

The City will be engaging in a community planning process throughout FY2023.

Strategic Goals:

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

Legal Review Required?

Pending



Memo

To: Mayor and Council
From: Jim Chandler, Assistant City Administrator and Director of Com. & Econ. Development
Taylor Robey, City Planner
Date: July 13, 2022
Re: Request for Proposal (RFP) Solicitation – Planning Consultant Services

The purpose of this memorandum is to provide the Mayor and City Council with a briefing on the Planning Consultant RFP Solicitation to assist City Staff in the facilitation and preparation of the City’s updated Sustainability Plan. This memo summarizes written responses received, and Staff’s recommendation of bid selection.

RFP Solicitation

The City has allocated in the adopted FY2023 \$45,000 to assist the City in its development of our 5-year Community Sustainability Plan.

On April 6, 2022, the City issued a solicitation for bids from interested and experienced economic development consulting firms to assist the City in the development of the City’s Community Sustainability Plan, a strategic planning document that identifies community priorities through a comprehensive community planning effort. The Plan will generally comprise a Strengths, Weakness, Opportunities & Threats (SWOT) Assessment, Community Visioning & Prioritization and Strategic Planning sections.

The firm selected through this solicitation will serve on a project team and will primarily be responsible for assisting the City in (1) graphics/branding and template creation, (2) facilitating community planning sessions, performing data collection & analysis, (3) providing a community

debrief, and (4) assisting with the content development for the published Plan. All printing and final Plan publication will be taken care of in-house by the City. The bid application required the applicants provide a proposal clearly divided into sections including a Technical Section with project methodology and work samples, as well as a separate Sealed Dollar Bid Section.

Bids Received – Application Review & Analysis

The City received a total of nine (9) proposals submitted, eight (8) of which met the minimum requirements of the RFP solicitation and were accepted for review by the City. Copies of each application and materials were distributed to City Staff consisting of the following individuals:

- Jim Chandler, Asst. City Administrator, Director of Community & Economic Development
- Taylor Robey, City Planner
- Dory Estrada, Community & Economic Development Coordinator

Members were asked to review and evaluate the applications independently prior to meeting as a group. Each member of the Review Panel was asked to evaluate the applications based on the following criteria:

- Completeness of Proposal
- Company Profile, and Project Team Qualifications
- Scope of Service, Methodology, Schedule of Work
- Work Sample Summaries & Deliverables
- Fee Schedule & Project Hours by Activity

Each of the consulting firms provided a proposal for the development of Technical and Sealed Dollar Bid. See summary below.

<i>Firm</i>	<i>Location</i>	<i>Project Hours</i>	<i>Accepted/Rejected</i>
<i>Assedo Consulting LLC</i>	Laurel, MD	388	Accepted
<i>Better City</i>	Ogden, UT	172	Accepted
<i>Create & LLC</i>	Washington, DC		Rejected
<i>Design Collective</i>	Baltimore, MD	238	Accepted
<i>Linnett Loving</i>	Midlothian, VA	198	Accepted
<i>Neighborhood Design Center</i>	Hyattsville, MD	243	Accepted
<i>Nishuane Group</i>	Montclair, NJ	226	Accepted
<i>Wallace Montgomery</i>	Hunt Valley, MD	286	Accepted
<i>WGI Inc.</i>	Arlington, VA	255	Accepted

The evaluations were completed on July 14, 2022. Staff discussed their evaluations of each Accepted responding proposal and the feedback provided by references for select firms. Staff determined the Top 2 responding firms as follows:

- Assedo Consulting LLC
- WGI, Inc.

Staff completed a virtual interview with the Top 2 responding firms on Tuesday, July 12, 2022 reference check and work product review for the top 2 firms Assedo Consulting LLC and WGI Inc. The interviews consisted of questions regarding the respective firms engagement methodology with traditionally under represented demographic groups, and process for in-person and virtual community planning sessions. The reference checks included quality of work product, experience working with the firm, methodology for conducting effective in-person and virtual community engagement sessions and the responsiveness/engagement of the local business community.

At the conclusion of the due diligence review, Staff's unanimously concluded the firm determined to best meet all the requirements of the solicitation.

Award Recommendation

Based on local knowledge, quality of proposal, and endorsement by references, City Staff is recommending the City Council accept the proposal of ***Assedo Consulting LLC, Laurel, Maryland.***

The tentative contract execution date for this project is July 28, 2022 and the completion date of work shall be no later than June 30, 2023.

Staff is requesting that this item be scheduled for Consent on July 18, 2022 and consideration that this item be approved at the same meeting, provided the Interim Mayor and Council are satisfied with the proposed recommendations. In the interim, Staff will be finalizing the findings of the Strengths, Weaknesses, Opportunities & Threats Analysis and will submit to the selected firm, upon execution of a services contract.

The selected firm will be coordinating with the City to facilitate community planning sessions throughout the Fall.

Action Item

Staff is recommending the Council's consideration of the following motion:

"I move that the Mayor and Council accept the proposal submitted by Assedo Consulting LLC, 6100 Chevy Chase Drive, Suite 101, Laurel, Maryland 20707, for the purpose of facilitating and providing technical assistance in the development of the City's 2023 Community Sustainability Plan and authorize the City Administrator to execute a contract for services, not to exceed \$45,000."

June 10, 2016

RFP#CED06102016



City of Hyattsville – RFP



Request for Proposal

Community Planning Facilitation
and Strategic Planning Consulting
Services

City of Hyattsville

4310 Gallatin Street
Hyattsville, MD 20781

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REQUEST FOR PROPOSAL

The City of Hyattsville, Maryland invites sealed responses to Request for Proposal (RFP) #CED06102016, for community planning facilitation and strategic planning services.

The City is updating its Community Sustainability Plan, a strategic planning document that identifies community priorities through a comprehensive community planning effort. The Plan is generally comprised of a Strengths, Weakness, Opportunities & Threats (SWOT) Analysis, Community Visioning & Prioritization and Strategic Planning sections. The City's most recent version, 2011-2015, provided the foundation for this effort and a scorecard evaluation of the previous Plan is included as an attachment to this solicitation.

The purpose of this solicitation is for the City of Hyattsville to select a consultant to assist the City in facilitating community planning sessions, performing data collection & analysis and providing a community debrief.

BACKGROUND AND OBJECTIVE

The City of Hyattsville is a Smart-Growth community making it a prime candidate for assistance offered by the State of Maryland and the Federal Government for investment. Hyattsville is located only one mile from Washington DC and is approximately 2.7 square miles of historic and urban residential, commercial, industrial and high-density mixed-use residential/commercial/office and development. The residential neighborhoods of Hyattsville were a short time ago, one of the community's best-kept secrets, however in more recent years, the local housing market has become very sought after.

The City of Hyattsville has convenient access to transit and transportation options for residents and visitors. We are located on the Metro's Green and Yellow line, served by two stations: West Hyattsville and Prince George's Plaza. In addition to Metro, the City is traversed by an excellent network of roads, buses, freight transportation, and rail services including THE BUS, AMTRAK, and MARC. We are also located near the region's three airports: Baltimore Washington International, Reagan National (accessible via Metro) and Dulles.

The City of Hyattsville is in close proximity to the University of Maryland campus at College Park as well as many other private and public colleges and universities. Public and private schools for all age groups include Northwestern High School and the nationally recognized DeMatha Catholic High School.

Since 2000, the City has experienced significant population growth and commercial revitalization. The success of the community has been intentional and attributed to a variety of factors including the City's focus on reinvestment in public infrastructure, prioritization of walkable transit-oriented development, high quality public services and proximity to Washington DC. With a raised profile, the City's efforts are now focused on addressing the challenges that come with being a successful destination community. The document that results from this effort will serve as the community's strategy

RFP SOLICITATION SCHEDULE

The following RFP solicitation schedule is intended to provide a general overview of the solicitation process to those interested in preparing a proposal. These durations and dates are for information purposes only and the City reserves the right to revise any of the durations and to terminate and/or to not initiate any and/or all of the solicitation steps.

June 10, 2016: Solicitation I s s u a n c e
June 22, 2016: Pre-Bid Conference Call
June 30, 2016: Question Period Concludes
July 13, 2016: Bids Due
July 13, 2016: Evaluation Period Commences
July 15, 2016: Notification of Selection of Top 3 Proposals
July 20, 2016: Interview of Top 3 Firms
July 21, 2016: Evaluation Period Concludes
July 22, 2016: Notice of Recommended Firm
August 1, 2016: City Council Approval
August 8, 2016: Notice to Proceed

The City intends to select up to three (3) firms through this solicitation process to perform an in-person interview in which the firm will be required to present its facilitation methodology and overall approach. The firm determined to best meet the needs articulated in this solicitation will be recommended the award of a contract by the City Council. The firm selected through this solicitation will be required to be available to participate in the Community Visioning session scheduled for September 15, 2016.

RECORDS & REPORTS

The City will require the firm to maintain an original set of records on work performed including dates, property address, specific work performed and Contract employees. The City will be provided a duplicate set of records, but upon request may require the firm to provide specific records for the purpose of confirming City records or use in litigation.

PRE-BID CONFERENCE

The City will provide firms with a pre-bid conference call on Wednesday, June 22, 2016. Participation in a pre-bid site tour is not required, but we require you notify the City if a representative from your firm intends on participating. Participants will be emailed the pre-bid conference call-in information by close of business on Tuesday, June 21st. The purpose of the pre-bid conference is to provide the opportunity to ask questions regarding the procurement of services and solicitation document.

Date: June 22, 2016

Time: 10:00 AM

RSVP: jwiggins@hyattsville.org

SCOPE OF PROPOSAL

Through this solicitation, the City will procure the services of a consultant to assist in the development of the City's Community Sustainability Plan, a strategic planning document that identifies community priorities through a comprehensive community planning effort. The Plan will generally comprise a Strengths, Weakness, Opportunities & Threats (SWOT) Assessment, Community Visioning & Prioritization and Strategic Planning sections. The City's most recent version, 2011-2015, provided the foundation for this effort and a scorecard evaluation of the previous Plan is included as an attachment to this solicitation.

The firm selected through this solicitation will serve on a project team and will primarily be responsible for assisting the City in facilitating community planning sessions, performing data collection & analysis, providing a community debrief and assisting with the content development for the published Plan. The point of contact for the selected firm will be required participate in-person at public sessions directly related to this project tentatively scheduled for the following dates:

- September 15, 2016
- September 17, 2016
- September 21, 2016
- November 2, 2016
- November 5, 2016

The dates provided may be slightly modified based on the methodology of the firm selected.

It is the responsibility of the responding firms and selected firm to have read and reasonably understood the previously published Community Sustainability documents including the 2011 – 2015 Community Sustainability Plan and the Scorecard Report (April 2016). The City of Hyattsville's staff is conducting the Strengths, Weaknesses, Opportunities & Threats (SWOT) Assessment and will provide the document to the selected firm as part of the Notice to Proceed. In addition to the SWOT Assessment, the City will be responsible for scheduling and meeting coordination, GIS data development and mapping, production and publishing of the Plan.

COMPENSATION FOR SERVICES (FEE)

The City intends to enter into a professional services contract(s) for the proposed project term. Compensation for the services rendered, will be based upon a contract and is not to exceed \$30,000 in fees provided in the response to this proposal. The compensation for goods and services solicited in this proposal should be represented by the following:

- Facilitate Community Visioning Sessions
- Data Collection & Assessment: Develop methodology for community input during community planning sessions, data assessment and report out
- Community Reporting & Prioritization Sessions
- City Council Presentation
- Project Updates: Participate in conference calls to discuss project status
- Document Review: Participate in the project team's development of the Plan and provide recommendations
- Travel Reimbursement: Not to exceed 20% of total contract value

EVALUATION CRITERIA AND SELECTION PROCEDURES

Evaluation Criteria:

Selection of successful firm will be based upon the submission required in this section. The firm is required to provide responses to each of the following:

- Effectiveness and creativeness of the proposed community engagement methodology for individuals participating in the community visioning sessions.
- Letter of commitment from the firm that all services detailed in this solicitation and further detailed in the firm's proposal will be available starting September 7, 2016.
- Acknowledgement of the City's project schedule
- Statement advising the City of Hyattsville of the firm's scheduled, contracted or prospective, commitments to other clients. The firm is responsible to advise the City if there are any time commitments and/or conflicts that would alter the current project schedule.
- Quality of work samples detailing similar work in which the responding firm participated. The response must specify the firm's role as either the lead contractor or sub-contractor.
- References: Point of contact information of three (3) clients
- The City will base the selection of firms on documentation submitted in both the Technical Proposal and breakdown of contract hours included in the Sealed Dollar Bid Proposal.

Selection Procedures:

- The City of Hyattsville will review all submissions and select the three firms receiving the highest scores in the evaluation process;
- The firms receiving the three (3) highest score will be invited to participate in an interview with the City (date, time, and location of the interview will be determined) and provide a demonstration of their products.
- Following the firm interviews, the selection committee will provide a recommendation to the City Council.
- The City Council will select the firm and authorize the staff to proceed with negotiation and execution of an agreement. If the City is unable to agree to terms with the selected firm, the City will consider negotiating and executing an agreement with the firm the received the second highest evaluation.

GENERAL CONDITIONS FOR PROPOSALS

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

SUBMISSION OF QUALIFICATIONS

The RFPs will be received by the City Clerk, no later than **4:00 pm, Wednesday, July 13, 2016**, and shall be mailed or hand delivered to:

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

For additional information regarding the services specified in this request for qualifications, contact Jim Chandler, Assistant City Administration in writing by email at jchandler@hyattsville.org. Questions specific to this solicitation will be accepted until 5:00 PM on Friday, June 30, 2016.

TECHNICAL BID SECTION

A firm responding to this Request for Proposal (RFP) for “Community Planning Facilitation and Strategic Planning Consulting Services” must submit a technical proposal prepared in accordance with the guidelines stated in the RFP. Failure to comply with these requirements will result in a disqualification of the application. The Technical Bid Section must include the following information:

- The name of the firm, managing principal/executive director;
- The firm’s principal place of business;
- The firm’s tax status, company structure and board of directors;
- Identification experience and role of key individuals in the management team and proposed Account Representative to serve as the City’s point of contact.
- Identification of any proposed sub-contractors
- One to two-page summary of four (4) community planning/facilitation projects within the past 5 years:
 - Project purpose timeline
 - Specific services provided to client(s) by firm and/or subcontracted
 - Deliverable(s)
 - Short-term and long-term project outcomes
 - Contact information for relevant client personnel
- One work sample of a fully completed community planning/facilitation project completed by the responding firm within the past two (2) years.
- Letter of commitment from the firm that all services detailed in this solicitation and further detailed in the firm’s proposal will be available by September 7, 2016, provided a Notification of Award and agreement are executed by August 8, 2016.

Firms must submit **five (5) bound, one (1) unbound and one digital pdf copy of the proposal on thumb drive**. Each firm will be evaluated, rated and/or ranked, based on information provided in their proposal.

SEALED DOLLAR BID SECTION

Firms must submit a separate Sealed Dollar Bid included in a separate envelope. Firms must submit **five (5) bound, one (1) unbound and one digital pdf copy of the Sealed Dollar Bid proposal on thumb drive.** Each firm will be evaluated, rated and/or ranked, based on information provided in their proposal. The Sealed Dollar Bid Proposal must include the following information:

- Summary of project hours by activity
- Fee schedule for firm's personnel assigned to the project
- Travel Reimbursement: Not to exceed 20% of total contract value.
- Fee schedule for additions services offered by the responding firm.

EVALUATIONS OF PROPOSALS AND AWARD OF CONTRACT

The RFPs will be publicly opened and read on, **Thursday, July 14, 2016 at 10:00 AM** in the Prangley Room of the **City of Hyattsville's Municipal Building, 4310 Gallatin Street, Hyattsville, Maryland.**

Proposals from all firms meeting the minimum qualifications detailed in this solicitation will be reviewed and evaluated. The firms best meeting the experience and approach will then be selected for interviews.

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

PRICE TO REMAIN FIRM

Any costs proffered with a proposal must be valid for a period of **90 days** from the due date of the proposal once the firm is picked.

AMENDMENT OR CANCELLATION OF THE RFP

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

PROPOSAL MODIFICATIONS

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

SUSPENSION AND/OR DEBARMENT

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

PRESENTATION OF SUPPORTING EVIDENCE

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

ERRONEOUS DISBURSEMENT OF FUNDS

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

PROPOSAL PREPARATION COSTS

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

THIS SOLICITATION IS NOT A CONTRACT

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

SUB-CONTRACTORS

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

LEGAL TERMS

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

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

END OF RFP



City of Hyattsville

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Agenda Item Report

File #: HCC-20-FY23

7/18/2022

11.a.

Submitted by: Laura Reams
Submitting Department: Communications
Agenda Section: Discussion

Item Title:
FY23 Hyattsville Life and Times Contract

Suggested Action:
For discussion. Proposed motion below.

I move the Mayor and Council authorize the City Administrator to enter a three-year contract with Streetcar Suburbs for City advertising in the Hyattsville Life & Times at a cost not to exceed \$38,770 for FY23, with a total cost not to exceed \$124,650 for the three-year term. This contract is subject to the review and approval by the City Attorney for legal sufficiency. I further move the Mayor and Council amend the FY23 Communications Budget in the amount of \$6,850 to support the increase in contractual value for this contract.

Summary Background:

The City has purchased advertising space in the Hyattsville Life and Times to promote City news and activities for many years. The current ad purchase includes two (2) center pages, an additional page of advertisement which is split into two ½ pages, and a front-page ad noting that the Hyattsville Reporter is inside. Design services for the page layout are included. In FY22, the Council approved a 3% cost increase for this contract. The year prior in FY21, the Council authorized an increase of 6%.

The Life and Times requested an increase of 48% for FY23 citing increased costs for paper, printing, postage, and inflation for a total annual contractual value of \$49,000. The contractor offered to consider the inclusion of new services or changes to the City's contract as part of this request. Staff reviewed the request internally and with the Executive Committee and declined to support at the level requested. However, staff recognizes the value of the newspaper to the community and believes the City's contract provides an effective vehicle to convey City news to the public. An evaluation of the existing contract was conducted, and staff considered changes and new services to enhance the utility of this communication method.

Staff has negotiated the following changes and new services to the City's contract at a proposed increase of 20% for FY23, with set increases of 7% annually for FY24 and FY25 as detailed in the table below.

Changes and new services are listed in **bold**.

- **Four consecutive pages of the Hyattsville Reporter in a pull-out, center section of the newspaper.** This includes the addition of one (1) full page to be utilized for a City calendar, and the shift of the City's purchase of one page of full color advertising from a half page preferred placement on pages two (2) to four (4) and a separate half page, to the back page of the pull-out section (the 4th consecutive page). The City calendar page will be under the sole editorial control of the City and non-City events cannot be comingled on the page.
- **Two website advertising spots per month to be displayed on streetcarsuburbs.news.**

- Enhanced re-design services for the Hyattsville Reporter to refresh the header, layout, and include at least one larger picture on the front page.
- Continued purchase of three centerfold inserts of up to eight-pages each and one (1) front page sticker, printed and shipped by the City to the Contractor’s printer.
- A 2.5-column-inch advertisement in full color, with preferred placement.
- A minimum of 100 copies of the Contractor’s newspaper delivered to the City’s offices each month.

Three-year contract with Streetcar Suburbs

Fiscal Year	Annual Expenditure	% Increase
FY22	32,308	3%
FY23	38,778	20%
FY24	41,484	7%
FY25	44,388	7%

Streetcar Suburbs has accepted the terms of the proposed three-year contract and a representative will be available to answer questions from the Council.

Next Steps:

Upon Council approval, the contract will be reviewed and approved by the City Attorney. New services will be implemented by the contractor in coordination with City staff.

Fiscal Impact:

FY23 - \$38,778, requiring a budget amendment of \$6,850.

City Administrator Comments:

For Council discussion.

Community Engagement:

Purchasing space in the Life and Times is a tool for community engagement.

Strategic Goals:

Goal 1 - Ensure Transparent and Accessible Governance

Legal Review Required?

Pending