

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_ir1d5FtlQ5ast04S60MdYQ

Monday, May 16, 2022

7:00 PM

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

ADMINISTRATION

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

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

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

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

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

PUBLIC INPUT: If you wish to address the Council during the Public Comment period, please use the "Raise Hand" feature in the virtual meeting interface. Participants may also submit statements electronically using the eComment feature at www.hyattsville.org/meetings or via email to cityclerk@hyattsville.org no later than two (2) hours prior to the start of the meeting. All participants shall remain respectful in their contributions and associated functions of the virtual meeting interface are not intended for public dialogue or discussion.

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

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

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

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

Meeting Notice:

As we continue to take precautions due to the COVID-19 (Coronavirus) pandemic, the Hyattsville City Council will hold its meeting on Monday, May 16, 2022 remotely via video conference. The Council meeting will be conducted entirely remotely; there will be no in-person meeting attendance.

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

PUBLIC PARTICIPATION:

If you wish to address the Council during the Public Comment period, please use the "Raise Hand" feature in the virtual meeting interface. Participants may also submit statements electronically using the eComment feature at www.hyattsville.org/meetings or via email to cityclerk@hyattsville.org no later than two (2) hours prior to the start of the meeting. All participants shall remain respectful in their contributions and associated functions of the virtual meeting interface are not intended for public dialogue or discussion.

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

https://us06web.zoom.us/webinar/register/WN_ir1d5FtlQ5ast04S60MdYQ

- 1. Call to Order and Council Roll Call**
- 2. Pledge of Allegiance to the Flag**
- 3. Approval of Agenda**
- 4. Public Comment (7:10 p.m. – 7:20 p.m.) Complete Speaker Card, Limit 2 minutes per speaker**
- 5. Community Notices and Meetings**
 - 5.a. Main City Calendar: May 17 - June 6, 2022** [HCC-378-FY22](#)
N/A
Sponsors: City Administrator
Attachments: [City Calendar May 17, 2022 - June 6, 2022](#)
- 6. City Administrator Update (7:20 p.m. - 7:35 p.m.)**
- 7. Treasurer Update (7:35 p.m. - 7:45 p.m.)**
- 8. Proclamations (7:45 p.m.)**

- 8.a.** Proclamation Celebrating May 2022 as Mental Health Awareness Month in the City of Hyattsville [HCC-377-FY22](#)

I move that the Mayor and Council proclaim May 2022 as Mental Health Awareness Month in the City of Hyattsville.

Sponsors: City Administrator

Department: City Clerk

Attachments: [CM 0516 Mental Health Month 2022](#)

9. Consent Items (7:45 p.m. - 7:50 p.m.)

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

- 9.a. Annual Service Agreement with Motorola for Radio Communications Dispatch System, Portable and Mobile Radios.** [HCC-362-FY22](#)

I move that the Mayor and Council authorize the expenditure of \$34,861.31 for the one year renewal of the Annual Motorola Service Agreement for maintenance on our dispatch console, portable and mobile radios.

Sponsors: City Administrator

Department: Police Department

Attachments: [Hyattsville SA FY22-23](#)

- 9.b. Driskell Park Tennis and Pickleball Court Resurfacing** [HCC-364-FY22](#)

I move that the Mayor and Council authorize the City Administrator to accept the proposal from American Paving and Striping LLC for the resurfacing of the tennis courts at Driskell Park, and authorize an expenditure not to exceed \$30,000, pending legal review.

Sponsors: City Administrator

Department: Public Works

Attachments: [Estimate 386 from American Paving and Striping LLC \(002\)](#)

9.c. Landscape Maintenance Contract Change Order [HCC-365-FY22](#)

I move that the Mayor and Council authorize the City Administrator to issue a change order to Professional Lawn Maintenance Services existing contract to provide landscaping services to change the maximum contract value from \$320,000 to \$500,000 over the four year term of the contract.

Sponsors: City Administrator

Department: Public Works

Attachments: [210326 - contract DPW21-002 - PLMS landscape maintenance - plms signed](#)

9.d. Purchase of a Key Management System [HCC-366-FY22](#)

I move that the Mayor and Council authorize an expenditure not to exceed \$40,000 to Keyper Systems for the purchase, installation, and setup of a digital key management system, pending legal review.

Sponsors: City Administrator

Department: Public Works

Attachments: [2022.03.21 - KeyPER System Quote](#)

9.e. Mobile Police Support Trailers [HCC-370-FY22](#)

I move that the Mayor and Council authorize the purchase of two Police Department Mobile Support Trailers and upgrades to existing mobile support trailers at a cost not to exceed \$175,000 using American Rescue Plan Act Funds.

Sponsors: City Administrator

Department: Finance

Attachments: [Mobile Police Trailer Features Brochure 1](#)
[Quote - Mobile Police Trailers 2 Upgrades](#)
[Quote - Mobile Police Trailers 2 New](#)
[Mobile Police Trailer Features Brochure 2](#)

10. Action Items (7:50 p.m. - 9:45 p.m.)

10.a. Hyattsville Ordinance 2022-01: Fiscal Year 2023 Budget (Introduction) [HCC-371-FY22](#)

I move the Mayor and Council introduce Hyattsville Ordinance 2022-01, an ordinance adopting an annual budget for the Fiscal Year July 1, 2022 through June 30, 2023, for the general purpose, fixing the tax rates for the Fiscal Year beginning July 1, 2022; authorizing collection of taxes herein levied, and appropriating funds for the fiscal year (INTRODUCTION AND FIRST READING).

Sponsors: City Administrator

Department: Finance

Attachments: [HO 2022-01 Fiscal Year 2023 Budget](#)

10.b. Hyattsville Resolution 2022-03: Establishing a Redistricting Commission [HCC-376-FY22](#)

I move the Mayor and Council adopt Hyattsville Resolution 2022-03, a resolution whereby the City Council establishes a seven (7) person Redistricting Commission to make recommendations on the reapportionment of the City's five (5) wards based on population data from the 2020 U.S. Census (INTRODUCTION & ADOPTION)

Sponsors: City Administrator

Department: City Clerk

Attachments: [Resolution 2022-03- Redistricting Commission](#)

10.c. Renewal of Axon Enterprise, Inc. Contract and Upgrade of Axon Program [HCC-349-FY22](#)

I move the Mayor and Council to authorize the City Administrator to execute a renewal contract for a period of 5 years, at a cost not to exceed \$138,729.72 in FY22 with Axon Enterprise and approve an upgrade of the Police Department's taser program with Axon, upon the review and approval by the City Attorney for legal sufficiency.

Sponsors: City Administrator

Department: Police Department

Attachments: [Axon Enterprise Contract Renewal](#)

10.d. Individual Emergency Relief Program - ARPA[HCC-368-FY22](#)

I move that the Mayor and Council allocate and authorize expenditure of \$1,200,000 during FY22-FY23 for the establishment of an individual emergency relief program to support Hyattsville residents who have experienced pandemic-related negative economic consequences, with amounts designated for the following purposes:

- \$1,000,000 for individual relief payments, which consist of \$2,500 per adult individual and \$750 per child (up to a cap of \$5,000 per household) upon showing that the individual is a resident of the City of Hyattsville and experienced pandemic-related negative economic consequences eligible for relief under the American Rescue Plan Act.
- An amount NTE \$100,000 for program administration through a local-serving non-profit organization selected through a public Request for Proposals outlining the criteria needed for implementation.
- An amount NTE \$100,000 for outreach and application assistance programs to ensure relief programs are accessible for all communities within the City.

Sponsors: City Administrator

Department: Finance

10.e. Emergency Food Assistance Relief Programs - ARPA[HCC-369-FY22](#)

I move that the Mayor and Council allocate \$200,000 to establish a non-profit food assistance programs serving Hyattsville residents, and authorizing expenses in the form of grants up to \$25,000 per food assistance provider for the purpose of providing free meal programs to Hyattsville residents in need.

Sponsors: City Administrator

Department: Finance

10.f. Suffrage Point Development - Land Dedication for Preliminary Plan of Subdivision 4-21052 [HCC-375-FY22](#)

I move the City Council authorize the Mayor to provide correspondence to the Maryland-National Capital Park & Planning Commission regarding land dedication for Preliminary Plan of Subdivision 4-21052. The correspondence shall include the following language as conditions for approval:

1. The applicant shall dedicate a portion of Parcel B2 to the City of Hyattsville as conditions adopted by the Planning Board. The land area shall be donated at no cost to the City and deed to be recorded in the Prince George's County land records.
2. No portion of this dedication land shall include compensatory storage.

Sponsors: City Administrator

Department: Community & Economic Development

Attachments: [Memo - PPS 4-21052 - Suffrage Point - 05.11.2022 Final](#)
[PPS-4-21052- possible donation area - hm markup with traffic circle](#)

11. Discussion Items (9:45 p.m. - 10:20 p.m.)

11.a. PGCPs School Boundary Initiative Recommendations [HCC-344-FY22](#)

I move that the Council authorize the Mayor to send a letter to PGCPs CEO, Dr. Goldson, and Board of Education Members on behalf of the City Council to request the consideration of school boundary recommendations that prioritizes keeping our Hyattsville PGCPs communities intact and with minimum disruptions.

Sponsors: Sandino, Croslin, Schaible and Solomon

Department: City Clerk

Attachments: [PGCPs School Boundary Initiative Recommendations](#)

11.b. Hyattsville Ordinance 2022-02: Municipal Gas-Powered Leaf Blower Ban [HCC-356-FY22](#)

FOR DISCUSSION

Sponsors: Schaible, McClellan, Simasek and Solomon

Department: Legislative

Attachments: [Amended Chapter 79 - Leaf Blower - 5.11.2022](#)
[Recommendation to Address Noise and other Impacts from GPLB](#)

12. Council Dialogue (10:20 p.m. - 10:30 p.m.)

14. Motion to Adjourn



City of Hyattsville

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Agenda Item Report

File #: HCC-378-FY22

5/16/2022

5.a.

Submitted by: Laura Reams
Submitting Department: City Clerk
Agenda Section: Community Notices and Meetings

Item Title:
Main City Calendar: May 17 - June 6, 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

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.

Ethics Commission Meeting

May 17, 2022, 5:00 PM

Environment Committee Meeting

May 17, 2022, 7:00 PM

Planning Committee Meeting

May 17, 2022, 7:00 PM

Ageless Grace Seated Exercise, Class

May 18, 2022, 10:00 AM-11:00 AM

First floor City Building

Hyattsville Life & Times In Person Candidate Forum with Spanish Language Translators

May 18, 2022, 7:00 PM

St Matthew's Church

Education Facilities Task Force Meeting

May 19, 2022, 7:00 PM

Bike To Work Day!

May 20, 2022, All Day

Invasive Plant Removals

May 21, 2022, 10:00 AM-2:00 PM

Driskell Park

Department of Public Works Open House

May 21, 2022, 11:00 AM-3:00 PM

4633 Arundel Place

Education Advisory Committee Meeting

May 23, 2022, 6:30 PM

Board of Supervisors of Elections Meeting

May 24, 2022, 4:00 PM

In Person Only

Main City Calendar: May 17 – June 6, 2022

Race & Equity Task Force Meeting

May 24, 2022, 7:00 PM

Ageless Grace Seated Exercise Class

May 25, 2022, 10:00 AM-11:00AM

The first floor of the City Building

Code Compliance Advisory Committee Meeting

May 25, 2022, 7:00PM

Health, Wellness and Recreation Advisory Committee Meeting

May 26, 2022, 7:00PM

Age Friendly Work Group

May 27, 2022, 11:00AM

City Offices Closed Memorial Day Holiday

Monday May 30, 2022

Ethic Commission Meeting

May 31, 2022, 5:00PM

Ageless Grace Seated Exercise, Class

June 1, 2022, 10:00 AM-11:00 AM

First floor City Building

Shade Tree Board

June 1, 2022, 7:30 PM

Seniors on the Go Free Movie Mondays

June 6, 2022, call for information

City Council Meeting FY23 Budget Adoption

June 6, 2022, 7:00 PM



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Agenda Item Report

File #: HCC-377-FY22

5/16/2022

8.a.

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

Item Title:

Proclamation Celebrating May 2022 as Mental Health Awareness Month in the City of Hyattsville

Suggested Action:

I move that the Mayor and Council proclaim May 2022 as Mental Health Awareness Month in the City of Hyattsville.

Summary Background:

Communities across the nation are celebrating May 2022 as Mental Health Awareness Month.

Next Steps:

Proclaim May 2022 to be Mental Health Awareness Month in the City of Hyattsville.

Fiscal Impact:

N/A

City Administrator Comments:

Recommend adoption.

Community Engagement:

Recognition throughout the City of Hyattsville

Strategic Goals:

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

Legal Review Required?

N/A

CITY OF HYATTSVILLE

PROCLAMATION

DECLARING MAY 2022 AS MENTAL HEALTH AWARENESS MONTH IN THE CITY OF HYATTSVILLE

Mental Health Awareness Month an annual, national campaign to educate the public about available resources and advocate for additional support for people with mental illness and their families.

WHEREAS, the City of Hyattsville is still recovering from the loss of a beloved Mayor who died by suicide earlier this year; and

WHEREAS, according to the National Alliance on Mental Illness (NAMI), one in five U.S. adults and one in six children experience symptoms of mental illness each year, and less than half of them receive treatment; and

WHEREAS, also according to NAMI, suicide is the second leading cause of death among people aged 10–34 and the 10th leading cause of death overall in the U.S.; and

WHEREAS, raising awareness of the prevalence of mental illness and recognizing mental health as an essential part of our overall health helps destigmatize social and cultural barriers to seeking care; and

WHEREAS, an educated and engaged public can more effectively advocate for improved access to and quality of mental health care;

NOW, THEREFORE BE IT RESOLVED, that the Mayor and Council of the City of Hyattsville proclaim May 2022 as Mental Health Awareness Month to fight the stigma surrounding mental illness and provide access to mental health resources, support and care for Hyattsville's residents.

Robert S. Croslin

Interim Mayor, City of Hyattsville

May 16, 2022





City of Hyattsville

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Agenda Item Report

File #: HCC-362-FY22

5/16/2022

9.a.

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

Item Title:

Annual Service Agreement with Motorola for Radio Communications Dispatch System, Portable and Mobile Radios.

Suggested Action:

I move that the Mayor and Council authorize the expenditure of \$34,861.31 for the one year renewal of the Annual Motorola Service Agreement for maintenance on our dispatch console, portable and mobile radios.

Summary Background:

The Hyattsville City Police Department purchased a new Motorola, state of the art radio communications dispatch system in 2011. The cost was \$350k. For several years the system was under a manufacturer's warranty and all repairs, upgrades, and technical support was covered. The warranty has since expired and an annual service agreement is required to allow the Police Department to receive periodic software updates, equipment upgrades and to provide us with 24 hours, seven (7) days a week emergency service, should the system fail or need repair.

Next Steps:

Authorize the renewal of the agreement not to exceed \$34,861.31.

Fiscal Impact:

\$34,861.31

City Administrator Comments:

Recommend Approval

Community Engagement:

N/A

Strategic Goals:

Goal 3 - Promote a Safe and Vibrant Community

Legal Review Required?

N/A



SERVICE AGREEMENT

500 W Monroe Street
 Chicago, IL. 60661
 (888) 325-9336

Quote Number : QUOTE-1697766
 Contract Number: USC000004251
 Contract Modifier: R11-MAR-22 20:27:03

Date: 04/29/2022

Company Name: HYATTSVILLE, CITY OF
Attn:
Billing Address: 4310 GALLATIN ST
City, State, Zip: HYATTSVILLE , MD, 20781
Customer Contact: Richard Hartnett
Phone: 301-985-5060

Required P.O. :
 Customer # : 1036336643
 Bill to Tag # :
 Contract Start Date : 01-Jul-2022
 Contract End Date : 30-Jun-2023
 Anniversary Day : Jun 30th
 Payment Cycle : ANNUALLY
 PO # :

Qty	Service Name	Service Description	Extended Amt
	LSV00S00157A	LOCAL DEVICE COMBO SVC	\$2,574.91
	SVC01SVC1420C	LOCAL INFRASTRUCTURE REPAIR	\$21,318.00
	SVC01SVC2012C	CONTRACT ADMINISTRATION SERVICE	\$9,150.06
	LSV00S00052A	LOCAL DEVICE COMBO SVC	\$1,818.34
		Subtotal - Recurring Services	\$2,905.11
		Subtotal - One-Time Event Services	\$0.00
		Total	\$2,905.11
THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA			

SPECIAL INSTRUCTIONS:

Including the following services for radio communications: Dispatch, Network Monitoring, Technical Support, Fixed Equipment Board Repair w/ Adv Replacement, Onsite Support (7x24x365), PTP Support, One (1) Network Preventative Maintenance, and Software Maintenance Agreement.

Radio Repair at Beltsville, MD FSO: Qty 49 APX7000 and Qty 55 APX7500.

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.



SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-1697766
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Highlighted cybersecurity services added when applicable:

SECURITY PATCHING

Remote Security Update Service

Does Not Apply

Opt Out - I have received a briefing on this service and choose not to subscribe.

Security Update Service

Does Not Apply

Opt Out - I have received a briefing on this service and choose not to subscribe.

THREAT DETECTION

Managed Detection & Response

Does Not Apply

Opt Out - I have received a briefing on this service and choose not to subscribe.

AUTHORIZED CUSTOMER SIGNATURE

TITLE

DATE

CUSTOMER (PRINT NAME)

D. Davis

Customer Support Manager

04/29/2022

MOTOROLA REPRESENTATIVE(SIGNATURE)

TITLE

DATE

Danielle Davis

757-707-5050

MOTOROLA REPRESENTATIVE(PRINT NAME)

PHONE

Company Name : HYATTSVILLE, CITY OF

Contract Number : USC000004251

Contract Modifier : R11-MAR-22 20:27:03

Contract Start Date : 01-Jul-2022

Contract End Date : 30-Jun-2023

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-1697766
Contract Number: USC000004251
Contract Modifier: R11-MAR-22 20:27:03

Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION

2.1 "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2 "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3 "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES

4.1 Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2 If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3 If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4 All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5 Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6 If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7 Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this.

Section 5. EXCLUDED SERVICES

5.1 Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2 Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

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Quote Number : QUOTE-1697766
Contract Number: USC000004251
Contract Modifier: R11-MAR-22 20:27:03

Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. INVOICING AND PAYMENT

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1 If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2 Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement.

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-1697766
Contract Number: USC000004251
Contract Modifier: R11-MAR-22 20:27:03

ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1 This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2 Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1 Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2 Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3 This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1 If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2 This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3 Failure to exercise any right will not operate as a waiver of that right, power, or privilege.



SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
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Quote Number : QUOTE-1697766
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17.4 Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5 Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6 Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7 THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8 If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised Oct 09, 2021



SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-1697766
Contract Number: USC000004251
Contract Modifier: R11-MAR-22 20:27:03

Cybersecurity Online Terms Acknowledgement

This Cybersecurity Online Terms Acknowledgement (this "Acknowledgement") is entered into between Motorola Solutions, Inc. ("Motorola") and the entity set forth in the signature block below ("Customer").

1. Applicability and Self Deletion. This Cybersecurity Online Terms Acknowledgement applies to the extent cybersecurity products and services, including Remote Security Update Service, Security Update Service, and Managed Detection & Response subscription services, are purchased by or otherwise provided to Customer, including through bundled or integrated offerings or otherwise.

NOTE: This Acknowledgement is self deleting if not applicable under this Section 1.

2. Online Terms Acknowledgement. The Parties acknowledge and agree that the terms of the *Cyber Subscription Renewals and Integrations Addendum* available at <http://www.motorolasolutions.com/cyber-renewals-integrations> are incorporated in and form part of the Parties' agreement as it relates to any cybersecurity products or services sold or provided to Customer. By signing the signature block below, Customer certifies that it has read and agrees to the provisions set forth and linked on-line in this Acknowledgement. To the extent Customer is unable to access the above referenced online terms for any reason, Customer may request a paper copy from Motorola. The signatory to this Acknowledgement represents and warrants that he or she has the requisite authority to bind Customer to this Acknowledgement and referenced online terms.

3. Entire Agreement. This Acknowledgement supplements any and all applicable and existing agreements and supersedes any contrary terms as it relates to Customer's purchase of cybersecurity products and services. This Acknowledgement and referenced terms constitute the entire agreement of the parties regarding the subject matter hereof and as set out in the referenced terms, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter.

4. Execution and Amendments. This Acknowledgement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Acknowledgement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The Parties hereby enter into this Acknowledgement as of the last signature date below.

Motorola Solutions, Inc.

By: D. Davis

Name: Danielle Davis

Title: Customer Support Manager

Date: 04/29/2022

Customer: _____

By: _____

Name: _____

Title: _____

Date: _____

Revised Oct 9, 2021



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-364-FY22

5/16/2022

9.b.

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

Item Title:
Driskell Park Tennis and Pickleball Court Resurfacing

Suggested Action:

I move that the Mayor and Council authorize the City Administrator to accept the proposal from American Paving and Striping LLC for the resurfacing of the tennis courts at Driskell Park, and authorize an expenditure not to exceed \$30,000, pending legal review.

Summary Background:

The tennis courts at Driskell Park require major repairs, with the city receiving numerous complaints about the safety and playability of the surface. In addition, Staff have received several requests from residents for the installation of pickleball courts. Staff reached out to several vendors in early 2022 to provide pricing for the resurfacing of the existing court, installing one USTA regulation tennis court and two USA Pickleball regulation courts.

Next Steps:

With Council approval DPW staff will schedule the recommended work.

Fiscal Impact:

NTE \$30,000

City Administrator Comments:

Recommend Approval

Community Engagement:

Renovations are due to resident feedback and complaints to City staff.

Strategic Goals:

Goal 3 - Promote a Safe and Vibrant Community

Legal Review Required?

Pending

American Paving and Striping LLC
 10701 Lanham Severn Road
 Lanham, MD 20706
 (301) 262-0010
 americanpavingandstriping.com

Proposal



ADDRESS
City of Hyattsville Department of Public works 4637 Arundel Place Hyattsville, MD 20781

PROPOSAL #	DATE	EXPIRATION DATE
386	03/17/2022	04/17/2022

SHIP DATE
 04/17/2022

SALES REP
 DB

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	Color coat Tennis Court Provide all labor, material and supervision to perform the following: 1. Total size of work area is approx 1,462 sq yds 2. Clean surface of all dirt, dust and debris 3. Apply 2 coats of SealMaster Acrylic Resurface per MFGR. Spec's 4. Apply 2 coats of SealMaster Color coat - Forest Green per MFGR Spec's 5. Paint white play lines per USTA		0.00	17,544.00
	Asphalt Repairs Provide all labor, materials and supervision to perform the following: 1. Total of 57 sq. yds. 2. Excavate each area (to full depth) to a min. depth of 4 inches (by Milling) and dispose of all related debris off site 3. Compact subbase as needed and tack vertical edges of cut to promote bonding 4. Install and compact 4 inches of hot plant mix asphalt 5. Seal perimeter of each work area with hot pour joint sealant		0.00	4,146.00
	258 lin ft to caulk		0.00	194.00
	Remove one tennis net, fill holes. Install two pickle ball nets in sleeves in court, repair court	1	3,800.00	3,800.00

TOTAL **\$25,684.00**

Accepted By

Accepted Date



City of Hyattsville

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

Agenda Item Report

File #: HCC-365-FY22

5/16/2022

9.c.

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

Item Title:
Landscape Maintenance Contract Change Order

Suggested Action:

I move that the Mayor and Council authorize the City Administrator to issue a change order to Professional Lawn Maintenance Services existing contract to provide landscaping services to change the maximum contract value from \$320,000 to \$500,000 over the four year term of the contract.

Summary Background:

In the Spring of 2021 the City solicited a contract for Landscaping Services, which was awarded to Professional Lawn Maintenance Services (PLMS). Since the contract was awarded, and due to some of the challenges caused by COVID-19, there have been opportunities to utilize PLMS' personnel and capacity to assist with storm cleanup, leaf collection, and other landscaping tasks that were not originally included in the solicitation. These emergency and additional services were not anticipated and therefore included in the original total contract value.

Next Steps:

Issue change order

Fiscal Impact:

None at this time, additional services/expenditures will be brought to Council as they are needed.

City Administrator Comments:

Recommends approval

Community Engagement:

N/A

Strategic Goals:

Goal 1 - Ensure Transparent and Accessible Governance

Legal Review Required?

N/A

CITY OF HYATTSVILLE AGREEMENT
--- Citywide Landscape Maintenance ---
Contractor: Professional Lawn Maintenance Services, LLC
RFP No.: DPW21-002
Contract No.: DPW21-002

THIS AGREEMENT is made this ____ day of March 2021, by and between **THE CITY OF HYATTSVILLE**, a municipal corporation of the State of Maryland, hereinafter referred to as the "City," and **PROFESSIONAL LAWN MAINTENANCE SERVICES, LLC**, hereinafter referred to as "Contractor."

RECITALS

WHEREAS, the Hyattsville City Council authorized the City Administrator to enter into a contract regarding landscape maintenance;

WHEREAS, Contractor submitted a response to the City's Request for Proposal No. DPW21-002 dated February 3rd, 2021, hereinafter referred to as the "RFP"; and

WHEREAS, Contractor and the City, pursuant to that authorization, are entering into this Agreement for the above Project pursuant to a response to the City's RFP and all of Contractor's bid responses.

TERMS

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

ARTICLE I. SCOPE OF SERVICES

The Project shall include all work outlined in the recitals above, the RFP, Contractor's proposal dated February 22, 2021, and all other work as reasonably required by the City, including

those set forth elsewhere herein. In short, Contractor shall be responsible for providing alley maintenance at various locations around the City.

ARTICLE II. PERIOD OF PERFORMANCE

Contractor agrees to commence work immediately upon execution this Agreement and shall perform all other services required by this Agreement or by the City as expeditiously as is consistent with good professional skill and best industry practice. This Agreement shall be in effect for one year from the date of execution thereof. The contract may be extended for an additional one-year term, at the sole discretion of the City, up to a maximum of three times.

ARTICLE III. FEE FOR SERVICES

In exchange for these good and valuable services, Contractor will be paid on a per unit basis as set forth in Contractor's February 22, 2021 proposal, but in no event shall the total amount paid to Contractor exceed \$320,000.00 over the life of the Agreement, including any and all options that may be exercised by the City.

ARTICLE IV. THE CONTRACT DOCUMENTS

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

- A. City of Hyattsville Bidding Specifications and Standards for Public Works Construction, Goods or Services,
- B. RFP DPW21-002, and
- C. Contractor Proposal dated February 22, 2021.

ARTICLE V. CONTRACTOR SERVICES

As directed by the City, Contractor shall:

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

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

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

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

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

ARTICLE VI. CITY'S RESPONSIBILITY

The City shall provide information regarding its requirements, including related budgetary

information. However, Contractor shall notify the City in writing of any information or requirements provided by the City, which Contractor believes to be inappropriate.

ARTICLE VII. COOPERATION

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

ARTICLE VIII. OWNERSHIP OF DOCUMENTS

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

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

ARTICLE IX. SPECIAL PROVISIONS

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

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

ensuing therefrom.

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

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

E. Until a dispute is finally resolved, Contractor shall proceed to meet the terms of this Agreement and comply with City Administrator's orders.

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

ARTICLE X. TERMINATION

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

B. In the event of termination, which is not the fault of Contractor, the City shall pay to Contractor the compensation properly due for services properly performed or goods properly delivered prior to the effective date of the termination and for reasonable reimbursable expenses properly incurred prior to the termination. The City shall not be liable for any damages, costs or expenses for lost profit, overhead or discontinuation of the Agreement or equitable adjustment in the event of termination by the City.

C. In the event that Contractor, through any cause fails to perform any of the terms, covenants or provisions of this Agreement on his part to be performed, or if Contractor for any

cause, fails to make progress in work hereunder in a reasonable manner, or if the conduct of Contractor impairs or prejudices the interest of the City, or if Contractor violates any of the terms, covenants, or provisions of this Agreement, the City shall have the right to terminate this Agreement for cause by giving notice in writing of the termination and date of such termination to Contractor. The City shall have the sole discretion to permit Contractor to remedy the cause of the contemplated termination without waiving the City's right to terminate the Agreement. All drawings, specifications, electronic files and other documents relating to the design of the good, scope of the service or supervision of work, not in the public domain, shall be surrendered forthwith by Contractor to the City as required by the City. The City may take over work to be done under this Agreement and prosecute the work to completion, or procure the good or service, by contract or otherwise, and Contractor shall be liable to the City for all reasonable cost in excess of what the City would have paid Contractor had there been no termination. The City shall not be liable for any damages, costs or expenses for lost profit, overhead or discontinuation of the Agreement 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 suit elsewhere.

ARTICLE XII. CHANGES

- A. The City Administrator may, at any time, by written order designated or indicated

to be a change order, make any change in the work within the general scope of this Agreement, provided any change is co-signed by the City Treasurer, or in his or her absence, the Mayor.

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

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

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

E. The amount of any adjustment to the sums payable under this Agreement, pursuant to this clause shall be a negotiated fixed fee.

F. No claim by Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this Agreement or if made later than thirty (30) days after receipt as required herein.

ARTICLE XIII. SUCCESSORS AND ASSIGNS

The parties each binds 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. All Contractors shall obtain and maintain liability insurance coverage. The Contractor shall, within ten (10) days of the execution of this Agreement, file with the City Administrator, the Certificate from an insurance company authorized to do business in the State of Maryland and satisfactory to the City showing issuance of liability insurance in the amount of at least One Million Dollars (\$1,000,000.00) coverage with a deductible no greater than Ten Thousand Dollars (\$10,000.00). Contractor shall be fully and completely responsible to pay the deductible. Unless waived in writing by the City, the Certificate shall bear an endorsement in words exactly as follows:

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

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

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

1. Personal injury liability insurance with a limit of \$1,000,000.00 for each occurrence and \$2,000,000.00 aggregate, where insurance aggregates apply; and

2. Property damage liability insurance with limits of \$1,000,000.00 for each occurrence and \$2,000,000.00 aggregate, where aggregates apply.

C. Comprehensive general liability insurance shall include completed operations and contractual liability coverage. The Certificates of Insurance evidencing this insurance shall provide that the City shall be given at least thirty (30) days prior written notice of the cancellation of, intention not to renew, or material change in coverage.

D. Contractor shall comply with the requirements and benefits established by the State of Maryland for the provision of Workers' Compensation insurance and shall submit an insurance certificate as proof of coverage prior to beginning work under this Agreement.

ARTICLE XV. INDEMNIFICATION

Contractor hereby acknowledges and agrees that it shall be responsible for and indemnify, defend, and hold the City harmless against any claim for loss, personal injury and/or damage that may be suffered as a result of their own negligence or willful misconduct in the performance of the services herein contracted for or for any failure to perform the obligations of this Agreement, including, but not limited to, attorneys fees and any other costs incurred by the City, in defending any such claim. Contractor further agrees to notify the City in writing within ten (10) days of receipt of any claim or notice of claim made by third parties against Contractor or any subcontractor regarding the services and work provided to the City pursuant to this Agreement. Contractor shall provide the City copies of all claims, notice of claims and all pleadings as the matter progresses. This Article shall survive termination of the Contract.

ARTICLE XVI. ADA COMPLIANCE

In performance of this Agreement for public works construction projects, or where there is an ADA component involved, Contractor acknowledges that it is acting on behalf of the City and warrants to the best of its professional information, knowledge, and belief that its design, product or completed infrastructure, will conform to, and comply with, the applicable provisions of the Americans with Disabilities Act. Contractor hereby indemnifies and holds harmless the City from damages and costs arising from any claim that Contractor has failed to conform to the applicable provisions of the Americans with Disabilities Act.

ARTICLE XVII. CERTIFICATIONS OF CONTRACTOR

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

ARTICLE XVIII. SET-OFF

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

ARTICLE XIX. MISCELLANEOUS

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

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

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

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

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

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

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

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

(The remainder of this page is intentionally left blank)

Witness/Attest:

[Handwritten Signature]

Professional Lawn Maintenance Services, LLC

By: *[Handwritten Signature]* (SEAL)
Date 3/26/2021

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-366-FY22

5/16/2022

9.d.

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

Item Title:
Purchase of a Key Management System

Suggested Action:

I move that the Mayor and Council authorize an expenditure not to exceed \$40,000 to Keyper Systems for the purchase, installation, and setup of a digital key management system, pending legal review.

Summary Background:

The Police Department and Department of Public Works have been working together on a solution for fleet key management and access. The Keyper System provides a digital lock box at both the Police Department and Public Works Maintenance facility to store keys to the City fleet. The system will only issue keys to authorized users, and will keep a database of who accessed the keys for which vehicles and when. This will provide security and accountability for all vehicles, but especially for vehicles that get shared by multiple drivers. This information can be used to determine who was issued the key if a vehicle is damaged, stolen, or if the City receives complaints about a particular vehicle amongst other uses. Over time this system is expected to help increase fleet reliability and decrease the frequency and number of repairs to both the Police and Public Works fleets.

Next Steps:

Complete the purchase and installation.

Fiscal Impact:

NTE \$40,000

City Administrator Comments:

Recommends approval

Community Engagement:

N/A

Strategic Goals:

Goal 1 - Ensure Transparent and Accessible Governance

Legal Review Required?

Pending

⇨ Quote AAAQ17671

Prepared For:

 City of Hyattsville Police Department
 Antwoine Harvey
 Phone: (301)985-5060
 4310 Gallatin Street
 Hyattsville, MD 20781
 aharvey@hyattsville.org

Prepared By:

 Joey Foley
 Business Development Manager
 Phone: 7044559400
 Fax: 7044551115
 Email: joey.foley@keypersystems.com


Below is the interactive version of the quote, you can choose options and see the quote totals.

 FOR SYSTEM SPECS AND DETAILS, [click here](#) TO VIEW OR DOWNLOAD THE .PDF VERSION OF THIS QUOTE. CHANGES MADE BY SELECTING/DESELECTING OPTIONS ON WEB QUOTE WILL NOT BE REFLECTED IN THE .PDF VERSION. YOUR COMMITMENT IS BASED UPON THE ITEMS IN THE WEB QUOTE AT THE TIME OF APPROVAL.

ALL QUOTES VALID FOR 30 DAYS UNLESS OTHERWISE STATED. SALES TAX IS ESTIMATED - SLIGHT VARIATION CAN OCCUR IN FINAL INVOICE. TITLE TO THE PRODUCT AND RISK OF LOSS SHALL PASS TO THE BUYER AT THE TIME OF THE DELIVERY OF THE PRODUCT TO A COMMON CARRIER.

PAYMENT FOR ALL EQUIPMENT, WARRANTY AND FREIGHT IS DUE AND PAYABLE 30 DAYS AFTER SHIPMENT DATE. PAYMENTS RECEIVED AFTER THE STATED INVOICE DUE DATE WILL BE SUBJECT TO A LATE FEE EQUAL TO 1.5% PER MONTH ON THE OUTSTANDING BALANCE. INVOICE BEGINS ACCRUING ON THE INVOICE DUE DATE. PAST DUE INVOICES MAY BE REFERRED TO A COLLECTION AGENCY. CUSTOMER AGREES TO PAY ALL REASONABLE ATTORNEY'S FEES OR COLLECTION AGENCY FEES FOR ANY INVOICE REFERRED TO AN ATTORNEY OR COLLECTION AGENCY.

⇨ Line Item Detail

QTY	Description	Picture	Unit Price	Ext Price
MXi Lock-In System				
<input checked="" type="checkbox"/>	2		\$13,995.000	\$27,990.00
	KEYper MXi 128 Lock-In Key Complete System Dimensions: 25" Tall x 27" Wide x 11" Deep System Includes: Elite Software Touch Screen Interface User Recognition Camera Biometric/Fingerprint Log-in Emergency Key Removal Tool iFobs (qty: 128) Wall Mount(s) Stand Mount available as an optional purchase Notice - It is the responsibility of the customer to install wall mount			
	2		\$349.000	\$698.00
	Large Cabinet Upgrade - Kiosk			
<input checked="" type="checkbox"/>	256		\$3.290	\$842.24
	Cable Seal - 6" serial#			
	2		\$60.500	\$121.00
	Battery Back-Up APC BE425M UPS (6 outputs)			
	1		\$299.000	\$299.00
	Command Center (Includes Data Backup, Automatic Updates, Remote Monitoring) Command Center is designed to provide backup of key profiles, user profiles, and complete transaction history. Command Center is a yearly subscription.			
INSTALLATION				
	1		\$1,575.000	\$1,575.00
	KEYper Professional Installation and Training Includes: • Mount KEYper® Systems Key Management System in location designated by the Customer (assuming location allows proper operation of the Key Management System). The Customer is responsible for installing the wall mounts. KEYper will install the cabinets onto the wall mounts. • Configure email notifications with email addresses and server information • Set up ten (10) keys in the KEY DATA file during training for the Key System Administrators - (Customer may purchase Key Setup prior to installation for full key setup.) • Complete the Training Acknowledgement document with the two Key System Administrators at completion of training to acknowledge their understanding of the features, functions and operation of the KEYper® key system • Establish Networking or Remote Administration			
	1		\$0.000	\$0.00
	This quote is for a wall mounted system, floor stands can be purchased for an additional fee			

Update Totals

SubTotal:	\$31,525.24
Shipping:	\$620.91
Sales Tax:	\$1,928.77
Total:	\$34,074.92



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-370-FY22

5/16/2022

9.e.

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

Item Title:

Mobile Police Support Trailers

Suggested Action:

I move that the Mayor and Council authorize the purchase of two Police Department Mobile Support Trailers and upgrades to existing mobile support trailers at a cost not to exceed \$175,000 using American Rescue Plan Act Funds.

Summary Background:

The American Rescue Plan Act recognizes that communities across the country have experienced increases in certain types of violent crime, such as carjackings and burglaries, since the beginning of the pandemic. Accordingly, the law authorizes interventions aimed at reducing violent crime.

The Hyattsville City Police Department currently owns two mobile support trailers that are frequently deployed as a crime deterrent device in the community. These devices support crime deterrence by giving the Police Department the ability to deploy units to crime hotspots and monitor criminal activity in those areas.

This request to purchase two new units with state-of-the-art technology, and upgrading the two existing units to the same communication system the new units use, is a cost-effective way to enhance patrol efficiency by deploying resources where needed.

The new units, and the existing units with upgrades, will allow for 24/7 monitoring capability, motion-activated sensors, two-way communication capabilities, higher camera quality, and an increase in resources available to deter crime across the City.

Next Steps:

Issue Purchase Order and order the equipment.

Fiscal Impact:

\$175,000, using American Rescue Plan Act funds

City Administrator Comments:

Click or tap here to enter text.

Community Engagement:

An extensive community engagement process was undertaken and is ongoing regarding resident input on Rescue Plan spending priorities. Residents and Council Members indicated a desire to use American Rescue Plan funds to help with crime interventions within the City.

Strategic Goals:

Goal 3 - Promote a Safe and Vibrant Community

Legal Review Required?

N/A

COMMANDER 3400

VERSATILE AND MOBILE: USE IT WHEN AND WHERE YOU NEED IT

The Commander 3400 powers your security, network and communications technologies. Perfect for rapid or temporary deployment; rugged enough for long-term use in the field. Ideal for law enforcement, crowd control, military, emergency management, transportation/DOTs, education, mining, construction, and more.

KEY FEATURES

- **Fast Setup & Simple Operation**
 - Tool-less design
 - Sets up in minutes
 - Internal storage for removable cameras
 - One switch startup and shutdown
- **Extreme Stability**
 - Vibration-proof mast helps maintain video quality in windy conditions
 - System built to withstand the extreme elements,
 - Additional environment control options
- **Highly Configurable**

Accepts almost any type of cameras, radars, motion detectors, communications methods
- **Long Deployment**
 - Large battery reserve
 - Large fuel capacity
 - Capable of operation for up to a month between refueling

OPTIONS

- Multiple cameras, types and manufacturers:
 - Pan, tilt and zoom (PTZ)
 - Fixed
 - Night vision and thermal
- On-board recording using several VMS options
- Remote video monitoring
- Wireless communications
- IR illuminators
- LED flood lighting
- License Plate Reader (LPR)
- Alarm detection devices
- One-way or two-way paging
- Mobile mass notification sirens
- Cold/hot environmental management and insulation package
- Cold environment heat recovery system
- Hybrid power systems flexible charging options:
 - Self-charging which allows for long deployments
 - Embedded and fully managed generator system
 - Solar
 - Shore power



651-434-2333

250 Lothenbach Avenue, West St Paul, MN 55118

www.mobileprosystems.com



COMMANDER 3400 SPECIFICATIONS

TRAILER

- Travel: 64" x 194" x 72" (W x L x H)
- Deployed: 90" x 139" x 36 feet
- Gross weight rating: 3000 lbs.

MAST

- Stabilized telescoping Style Mast - Height: 36' three section telescoping style mast, with 340° rotation

SUPPORT

- 5 jack stands with adjustable outriggers

RACK MOUNT ENCLOSURE

- Capacity: 10U – 1 pin removable
- Size: 19" standard rack mount 17"D x 14"H
- Environmental rating: power vented with active temperature control

TOWER CABLING

- (6) Ethernet
- (2) Power 12/24 VDC
- (2) four-wire control line
- Custom configurations also available

ELECTRICAL

- Inverter Power 150W Pure Sine Wave

SHORE POWER

- Power source: 120 VAC 1875 watt max

BATTERY POWER

- 1200 Amp-hour AGM battery packs
- 100 Amp-hour cranking battery
- 110 Amp smart charge system

SOLAR POWER

- 600 or 900 watt solar package

GENERATOR POWER

- 3000 watt diesel charge system
- 4000 watt gas charge system
- MP Status-controlled charger system
- 20 gallon fuel storage

REMOTE CONTROL STATUS & CONTROL

- MP Status dashboard application monitoring:
 - Fuel level
 - Battery voltage
 - Current power usage
 - Key temperature points
 - Displays active map GPS monitoring
 - Intrusion detection reporting
 - Lighting control
 - Horns/sounders strobes control

OPTIONS

Communications

- Cellular, mesh network, Wi-Fi 802.11, satellite, fiber

Cameras

- IP, fixed position, PTZ, high definition and FLIR thermal

Lighting

- IR illuminators, visible including LED and instant on the mid mast

Recording

- On board video management system
- Laptop based NVR
- exacqVision
- exacqVision Edge
- Genetec
- Milestone
- Full remote access

Computer Hardware

- Computer module, full-sized rack mount, laptop (protected in drawer), switches, routers, power control through I/O module(s)

Vision Analytics

- Highly effective vision analytics package

Detection Devices

- PIR, radar, microwave, multi technology

Deterrents

- Strobe lights, horns, sirens, two-way audio

4403 Forbes Blvd.
 Lanham, MD 20706-4328
 USA
 301-683-1234
 www.safewareinc.com

Order Number	
1885567	
Order Date	Page
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Quote Expires On: 05/28/2022

Bill To: **Customer ID:** 21379

City of Hyattsville Police Dept
 4310 Gallatin St
 2nd Floor
 Hyattsville, MD 20781

Ship To:

City of Hyattsville Police Dept
 4310 Gallatin St
 2nd Floor
 Hyattsville, MD 20781

301-985-5000

Requested By: Antwoine Harvey

PO Number	Taker	Email
Falcon 3100 Upgrades	Lori Orantes	lorantes@safewareinc.com
Freight Terms	Phone	Fax
Bill Freight	301-683-1212	301-683-1200
Sales Representative		
Peter Van Kirk		

Quantities					Item ID	Pricing UOM	Unit Price	Extended Price
<i>Ordered</i>	<i>Allocated</i>	<i>Remaining</i>	<i>UOM Unit Size</i>	<i>Disp.</i>	<i>Item Description</i>	<i>Unit Size</i>		
1.00	0.00	1.00	EA		PVANKIRK	EA	0.00	0.00
				1.0	For questions regarding this proposal Please contact: Peter Van Kirk Safeware, Inc. National Director-Government Security Solutions (M) 561-262-8343 (O) 561-400-1029 (F) 804-236-0429 (E) pvankirk@safewareinc.com	1.0		
2.00	0.00	2.00	EA		MPS FALCON 3100 UPGRADE	EA	5,841.48	11,682.96
				1.0	Falcon 3100 Upgrade Feature For current customer owned Trailers #3157 and #3158	1.0		

Order Line Notes: Each Trailer Add-On includes:

PTZ Camera Add-On with POE Power Injector,
 Camera License and Mounting System
 (1) PTZ-XNP-6400R-HW - PTZ CAMERA
 2MP 40X IR - HANWHA XNP-6400R
 W/MOUNT
 (1) POE-24-70W-1 - 24VDC DUAL CHANNEL
 HIPOE 70W - Qty 1
 (2) TR-2-CAM-ARM-20 - CAM-H-BKT -
 CHANGES 1 POS TO 2 POS ARM 20"

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 301-683-1234
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Quote Expires On: 05/28/2022

<i>Quantities</i>					<i>Item ID</i>	<i>Pricing UOM</i>	<i>Unit Price</i>	<i>Extended Price</i>
<i>Ordered</i>	<i>Allocated</i>	<i>Remaining</i>	<i>UOM Unit Size</i>	<i>Disp.</i>	<i>Item Description</i>	<i>Unit Size</i>		

(1) EXACQ-LICENSE-PRO - EXACQ 1 YEAR
 CAMERA LICENSE SERVICE AGREEMENT

LED Flood Lights - Top of Mast - (1)
 TM-LIGHT-BAR-KIT-42-R20 - TOP MAST
 2-42" LED FLOOD LIGHT KIT
 (3) Motion Sensors - Top of Mast - (1)
 3100-HIGH-PIR 402 - TOP-MAST MOTION
 (3 PIR) OPTEX LX-402 KIT

System Includes a (1) One Year Limited Warranty
 This QUOTE is valid for 30 days.

PARTS ONLY PRICING - INSTALLATION
 NOT INCLUDED

Freight Charges To Be Determined (TBD) and are
 based upon quantity ordered and final shipping
 destination.....

Ordered	Allocated	Remaining	UOM	Unit Size	Disp.	Item Description	Pricing UOM	Unit Price	Extended Price
1.00	0.00	1.00	EA			OMNIA	EA	0.00	0.00
				1.0		OMNIA Contract #4400008468			
						Lead Agency: Fairfax County, VA			
						Public Safety and Emergency Preparedness			
						Standard freight within continental US is paid, all			
						HAZMAT or expedited freight will be billed.			
						*Register with OMNIA at			
						www.omniapartners.com/publicsector			

Total Lines: 3

SUB-TOTAL: 11,682.96

TAX: 0.00

AMOUNT DUE: 11,682.96

Actual freight added per freight terms

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 USA
 301-683-1234
 www.safewareinc.com

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Quote Expires On: 05/28/2022

Bill To: **Customer ID:** 21379

City of Hyattsville Police Dept
 4310 Gallatin St
 2nd Floor
 Hyattsville, MD 20781

Ship To:

City of Hyattsville Police Dept
 4310 Gallatin St
 2nd Floor
 Hyattsville, MD 20781

301-985-5000

Requested By: Antwoine Harvey

PO Number	Taker	Email
Commander 3400 Trailers	Lori Orantes	lorantes@safewareinc.com
Freight Terms	Phone	Fax
Bill Freight	301-683-1212	301-683-1200
Sales Representative		
Peter Van Kirk		

Quantities					Item ID	Pricing UOM	Unit Price	Extended Price
<i>Ordered</i>	<i>Allocated</i>	<i>Remaining</i>	<i>UOM Unit Size</i>	<i>Disp.</i>	<i>Item Description</i>	<i>Unit Size</i>		
1.00	0.00	1.00	EA		PVANKIRK	EA	0.00	0.00
				1.0	For questions regarding this proposal Please contact: Peter Van Kirk Safeware, Inc. National Director-Government Security Solutions (M) 561-262-8343 (O) 561-400-1029 (F) 804-236-0429 (E) pvankirk@safewareinc.com	1.0		
2.00	0.00	2.00	EA		MPS 3400 TRAILER SYSTEM	EA	70,960.23	141,920.46
				1.0	Commander 3400 Video Surveillance Traile	1.0		

Order Line Notes: Each Trailer System Includes:

Base System Includes MP Status Monitoring & Control Platform - Door Contact, Vibration Sensor & GPS
 1 - MPS-3400-BASE-36 - Commander 340 Base System w/36 ft. Stabilized Mast
 1 - GEN-4000-GAS - MPS 3400 GAS GENERATOR SYSTEM 4000W
 1 - BATT-KIT-13-100 - 1200 AH AGM BATT PACK

(1) HD Fixed 360° Camera with IR - Axis -

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Quote Expires On: 05/28/2022

<i>Quantities</i>					<i>Item ID</i>	<i>Pricing UOM</i>	<i>Unit Price</i>	<i>Extended Price</i>
<i>Ordered</i>	<i>Allocated</i>	<i>Remaining</i>	<i>UOM Unit Size</i>	<i>Disp.</i>	<i>Item Description</i>	<i>Unit Size</i>		

FC-P3727PLE-A - FIXED CAMERA,
 MULTI-SENSOR, 8MP 360° IR - AXIS
 P3727-PLE with mt.
 (2) HD Fixed Cameras - Axis - FC-Q3515LVE-A
 - FIXED CAMERA 1080p 2MP -WDR-AXIS
 Q3515-LVE with mt.
 (2) HD PTZ Cameras with IR - Hanwha -
 PTZ-XNP-6400R-HW - PTZ CAMERA 2MP
 40X IR - HANWHA XNP-6400R with mt.
 (1) POE-24-70W-2 - 24VDC DUAL CHANNEL
 HIPOE 70W - Qty 2
 (1) POE-35W-24V-1 - 24VDC HI POE 35W -
 Qty 1
 (1) POE-35W-24V-3 - 24VDC HI POE 35W -
 Qty 3
 (1) TR-3RD-CAM-ARM - 3RD CAMERA
 ARM KIT
 (2) TR-2-CAM-ARM-20 - CAM-H-BKT -
 CHANGES 1 POS TO 2 POS ARM 20"

Video Management Software & Camera Licenses
 (6) EXACQ-LICENSE-PRO - EXACQ 1 YEAR
 CAMERA LICENSE SERVICE AGREEMENT
 Server for Video Management - (1)
 COMP-I5-LAPTOP - LAPTOP SERVER - I5 -
 8GB - OS W/CONFIG (NO HD)
 Software (VMS pre-loaded) - (1) COMP-2TB
 SSD DRIVE - 2 TB SSD DRIVE WITH
 CONFIGURATION
 Cellular Modem 4G with WIFI - (1)
 COM-TR-CP-IBR600 - CRADLEPOINT
 CELLULAR ROUTER IBR600 KIT
 (1) TR-AUTOMATION KIT -
 AUTOMATION KIT / INC 8221
 Network Based Two-way Audio - (1)
 3100-TR-AUDIO-AX-1310-A - IP BASED 2
 WAY AUDIO HORN KIT 3100 - AXIS
 C1310-E ABOVE T-BAR
 (1) SW-16-P-1GIG - 16 PORT NETWORK
 SWITCH

Strobe Lights - Top of Mast - (1) TM-STROBE
 POD KIT - TOP MAST LED STROBE LIGHT
 POD KIT (RED/BLUE)
 (3) Motions & (3) Flood Lights - Mid-Mast - (1)

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Quote Expires On: 05/28/2022

<i>Quantities</i>					<i>Item ID</i>	<i>Pricing</i>		<i>Unit</i>	<i>Extended</i>
<i>Ordered</i>	<i>Allocated</i>	<i>Remaining</i>	<i>UOM</i>	<i>Unit Size</i>	<i>Item Description</i>	<i>UOM</i>		<i>Price</i>	<i>Price</i>
				<i>Disp.</i>		<i>Unit Size</i>			
					3400-MM-PIR 402-L-KIT - MID-MAST 3 Motion LX-402 & 3 LED Flood Lights LED Flood Lights - Top of Mast - (1) TM-LIGHT-BAR-KIT-42-R20 - TOP MAST 2-42" LED FLOOD LIGHT KIT				
					(1) HD-WHEEL-JACK - HEAVY DUTY FRONT WHEEL JACK (1) 3400-STORAGE - ROLLOUT STORAGE CONTAINER (1) CAM-RACK-5 - INTERNAL CAMERA STORAGE RACK Solar Charging - (1) SOLAR-600W - 3400 - 600W SOLAR SYSTEM 3400 KIT				
					System Includes a (1) One Year Limited Warranty This QUOTE is valid for 30 days.				

1.00	0.00	1.00	EA		OMNIA	EA		0.00	0.00
				1.0	OMNIA Contract #4400008468		1.0		
					Lead Agency: Fairfax County, VA Public Safety and Emergency Preparedness Standard freight within continental US is paid, all HAZMAT or expedited freight will be billed. *Register with OMNIA at www.omniapartners.com/publicsector				

Total Lines: 3

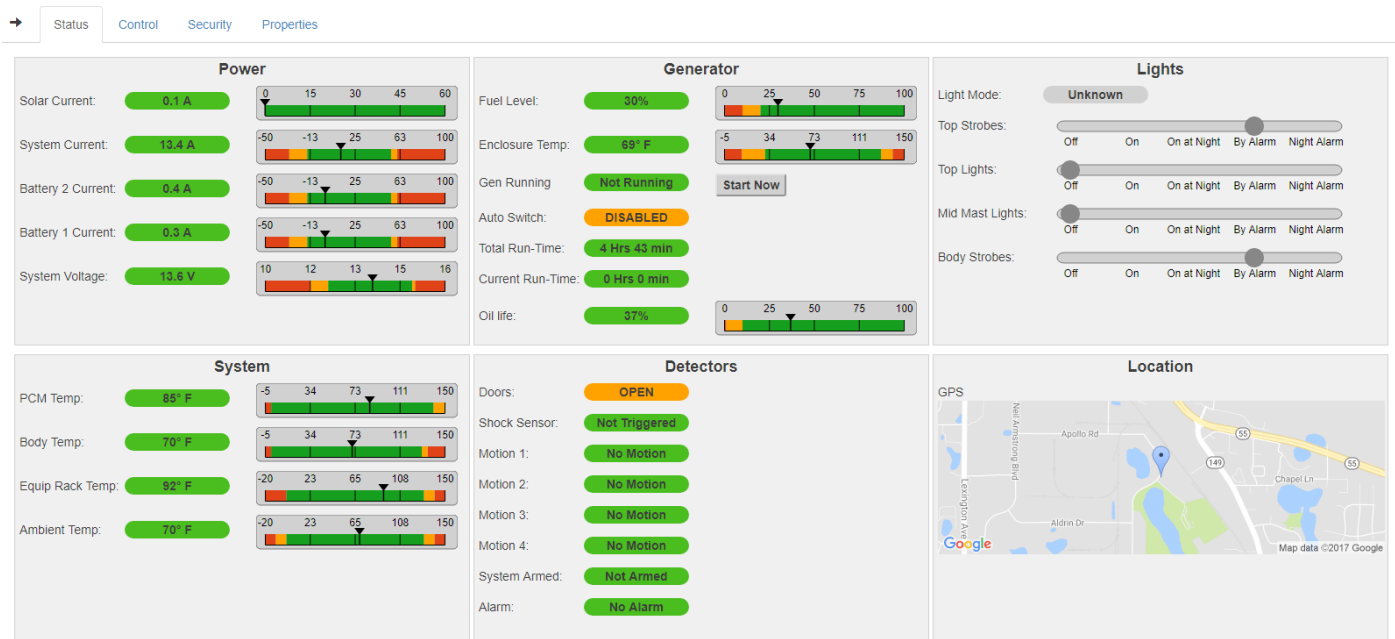
SUB-TOTAL: 141,920.46
TAX: 0.00
AMOUNT DUE: 141,920.46
Actual freight added per freight terms

MOBILE PRO STATUS AND CONTROL

Mobile Pro Systems engineers and manufactures security, surveillance, and communications equipment for remote applications. Featuring rugged construction, smart energy management, and modular design, our products help protect private and public spaces across the country.

Mobile Pro Status and Control is the operating system for Mobile Pro Systems trailers, camera pods, and portables. The MPStatus Dashboard shows real-time data about Mobile Pro Systems equipment. The dashboard is accessible by computer, tablet, or smartphone.

- A **Basic version**, included free with all Mobile Pro Systems products, shows current unit status and provides account management functions.
- A **Premium version**, available by paid subscription, includes all Basic version features, and adds valuable control and configuration abilities.



MOBILE PRO STATUS AND CONTROL

BASIC FEATURES

Status

Information displayed by the MPStatus Dashboard is specific to the product type and installed components. Depending on the configuration, the MPStatus Dashboard may show:

- System Voltage—Shows voltage available from all power sources; provides useful information for determining consumption rates, charge requirements, and runtimes
- Battery Current—Displays battery charge and discharge rates in amps, watts, and percentage of available capacity
- System Current—Shows how much current the system is using, plus estimated runtime
- Fuel Level—Displays current fuel level, usage rate, and estimated runtime until refueling
- Generator Status—Shows if the generator is running, disabled, or monitoring the system
- Generator Runtime—Shows total generator runtime and runtime since last oil change
- Temperatures—Displays temperatures of the enclosure, the power control module, and the surrounding (ambient) environment, generator cabinet, and equipment rack
- GPS Location Data—Shows current location of the device; premium version can send notification if the system is moved
- Account Management—Allows the creation of multiple user account, including Admin/User accounts

PREMIUM FEATURES

The premium version of MPStatus Dashboard includes all features of the basic version plus these functions:

Control

- Devices—Provides control of top lights, mid lights, top strobes, body strobes, and audio
- Components—Allows user to control and cycle power to individual system electronics
- Unit Security—Provides ability to remotely arm or disarm the unit

Notifications

Alerts—Lets user set automated notifications for events such as:

- Fuel Level: when it reaches 20 percent
- Motion Sensor: if movement is detected on site
- Shock Sensor: if the unit is bumped or moved
- Tampering: any unauthorized opening of the unit
- Email and Text Messages—Lets users set preferences for when and how they receive notifications

Mobile Pro Systems products are designed and built for ease of use, practicality, quality, and value—and the MPStatus Dashboard makes them even more versatile. This remote status monitoring and control software provides critical device information in real time.

To learn more about our trailers, power sentries and other portable products, contact Mobile Pro Systems:

651-434-2333
Info@MobileProSystems.com



City of Hyattsville

Hyattsville Municipal Bldg
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Agenda Item Report

File #: HCC-371-FY22

5/16/2022

10.a.

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

Item Title:
Hyattsville Ordinance 2022-01: Fiscal Year 2023 Budget (Introduction)

Suggested Action:

I move the Mayor and Council introduce Hyattsville Ordinance 2022-01, an ordinance adopting an annual budget for the Fiscal Year July 1, 2022 through June 30, 2023, for the general purpose, fixing the tax rates for the Fiscal Year beginning July 1, 2022; authorizing collection of taxes herein levied, and appropriating funds for the fiscal year (INTRODUCTION AND FIRST READING).

Summary Background:

The FY23 budget process began internally in December 2021 with initial staff meetings to determine budgetary requirements for FY23. The City's Administrator's Proposed FY23 budget was presented to the Mayor and Council on March 30, 2022.

A Public Hearing on the proposed Real Property Tax Rate was held on May 2, 2022, at which a rate of \$0.63 per \$100 of assessed value was adopted by the Council.

The 2023 Special Tax Report for the Special Obligations Bonds, University Town Center, and five (5) year forecast documents will be included in the Council packet of June 6 in accordance with Section C5-5 of the Hyattsville Charter and Code. A second reading of the budget is scheduled for June 6, 2022.

Next Steps:

Second Reading Adoption of the FY23 Budget Ordinance is scheduled for June 6, 2022.

Fiscal Impact:

See attached FY23 budget document.

City Administrator Comments:

See summary background above.

Community Engagement:

Per the City Charter, a fair summary of the budget ordinance will be published twice in a newspaper of general circulation. The budget and corresponding documents will be posted on the City's website and a budget guide will be mailed in the summer.

Strategic Goals:

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

Legal Review Required?

N/A

HYATTSVILLE ORDINANCE 2022-01

AN ORDINANCE ADOPTING AN ANNUAL BUDGET FOR THE FISCAL YEAR JULY 1, 2022 THROUGH JUNE 30, 2023, FOR THE GENERAL PURPOSE; FIXING THE TAX RATES FOR THE FISCAL YEAR BEGINNING JULY 1, 2022; AUTHORIZING COLLECTION OF TAXES HEREIN LEVIED, AND APPROPRIATING FUNDS FOR THE FISCAL YEAR.

BE IT ENACTED AND ORDAINED by the Mayor and City Council for the City of Hyattsville, as follows:

That pursuant to Section C5-6 of the Hyattsville City Charter the annual budget is as follows:

FY 2023 Budget – Final

	General	Capital Projects	Special Revenue Fund	Debt Service	Total
	Fund	Fund	Fund	Fund	All Funds
Revenue & Other Sources:					
Local Taxes:					
Real Property Taxes	\$15,774,437	\$0	\$0	\$0	\$15,774,437
Personal Property Taxes	930,000	0	0	0	930,000
Operating Property	795,000	0	0	0	795,000
Income Tax	2,527,000	0	0	0	2,527,000
Admissions and Amusement Taxes	155,000	0	0	0	155,000
Subtotal - Local Taxes	20,181,437	0	0	0	20,181,437
Other Revenue & Sources					
Licenses and Permits	695,000	0	0	0	695,000
Other Governments - Grants	868,640	0	613,800	0	1,482,440
Service Charges	95,000	0	0	0	95,000
Fines and Forfeitures	274,325	0	582,000	0	856,325
Miscellaneous	176,350	0	150,000	0	326,350
Bond/Note Proceeds	0	16,294,000	0	0	16,294,000
Lease Proceeds	0	150,000	0	0	150,000
Other Sources - Transfers In/Out	0	0	0	0	0
Sub-total	2,109,315	16,444,000	1,345,800	0	19,899,115
Total Revenue - Sources	\$22,290,752	\$16,444,000	\$1,345,800	\$0	\$40,080,552
Expenditures & Other Uses:					
Legislative	\$993,298	\$0	\$0	\$0	\$993,298
General Government	4,619,840	90,040	0	0	4,709,880
Police	9,743,169	2,338,105	476,775	0	12,558,049
Fire	50,000	0	0	0	50,000
Parking Compliance	0	58,000	623,590	0	681,590

Code Compliance	<u>673,572</u>	<u>36,000</u>	<u>0</u>	<u>0</u>	<u>709,572</u>
Public Safety Subtotal	<u>16,079,879</u>	<u>2,522,145</u>	<u>1,100,365</u>	<u>0</u>	<u>19,702,389</u>
Public Works	6,330,371	11,652,292	0	0	17,982,663
Community Services/PEG	912,822	100,000	120,000	0	1,132,822
Community Development	692,876	1,500,000	75,000	0	2,267,876
Other Financing - Transfers-In	0	0	0	1,966,082	1,966,082
Other Financing -Transfers-Out	<u>1,966,082</u>	<u>0</u>	<u>0</u>	<u>(1,966,082)</u>	<u>0</u>
Total Expenditures - Uses	<u>25,982,030</u>	<u>15,774,437</u>	<u>1,295,365</u>	<u>0</u>	<u>43,051,832</u>
Excess of Revenue and Other Sources over Expenditures and Other Uses	<u>(\$3,691,278)</u>	<u>\$669,563</u>	<u>\$50,435</u>	<u>\$0</u>	<u>(\$2,971,280)</u>
Beginning Fund Balance	<u>\$20,322,955</u>				<u>\$16,631,677</u>
Ending Fund Balance	<u>\$16,631,677</u>				<u>\$13,660,397</u>

Which was the subject of a public hearing on May 2, 2022, after notice thereof was published in a newspaper of circulation within the City, is hereby adopted.

The tax rate for all real property, not otherwise exempted, located within the corporate limits of the City shall be as is hereby fixed at sixty-three cents (\$.63) on each one hundred (\$100.00) dollars of assessed value on lands, improvements and fixtures.

The tax rate for all operating property of public utilities and contract carriers, not otherwise exempted, located within the corporate limits of the City shall be as is hereby fixed at one dollar and ninety-eight cents (\$1.98) on each one hundred (\$100.00) dollars of assessed value.

Such taxes on lands and improvements shall be computed on the valuation of said properties in Prince George's County, Maryland, which assessment is hereby adopted and used by the City of Hyattsville as its own valuation assessment of the land and improvements within the corporate limits subject to taxation for property of public utilities and contract carriers, the valuation of said properties as certified to the City of Hyattsville by the Maryland State Department of Assessments and Taxation shall be used as the assessed valuation of properties so certified.

The tax rate for all tangible personal property, not otherwise exempted, located within the corporate limits of the City shall be and is hereby fixed at one dollar and fifteen cents (\$1.15) on each one hundred (\$100.00) dollars of assessed value of all tangible operating personal property, including commercial inventory. In computing and levying such taxes on tangible personal property, the valuation of such property as certified to the City of Hyattsville by the Maryland State Department of Assessments and Taxation shall be used as the assessed valuation of properties so certified.

The City Treasurer, or any other person designated by the City Council to act in his/ her place, is hereby authorized and directed to collect the taxes herein levied by this ordinance.

In accordance with Section C5-17 of the Hyattsville City Charter, the real property taxes provided for in this ordinance shall be due and payable on the first day of July 2022 and shall be overdue and in arrears when the County's real property taxes are overdue and in arrears. All real property taxes shall bear monthly interest

while in arrears at the rate of two thirds of one percent (.0066) and a monthly penalty of one percent (.01) as provided in Section C5-17 of the City Charter.

Tangible personal property shall bear a fixed penalty of one hundred (\$100.00) dollars for the first month in arrears, which is defined as the period beginning ninety-one (91) days and ending one hundred twenty (120) days following the tax bill date. An additional penalty of one percent (.01) per month shall be due on any taxes in arrears more than one hundred twenty (120) days. All tangible personal property taxes shall bear interest at the rate of two thirds of one percent (.0066) per month while in arrears.

AND BE IT FURTHER ORDAINED, that this budget shall govern the revenue and expenditure of funds by the City during the fiscal year 2023, subject to further budget ordinances enacted by the City pursuant to the Maryland Annotated Code, Local Government Article, Section 5-205(b);

AND BE IT FURTHER ORDAINED, that the City Council may from time to time during the fiscal year amend this budget by motions made, discussed and carried by a 2/3 vote of the City Council so long as any action regarding this budget is taken at a public meeting after notice and a public discussion;

AND BE IT FURTHER ORDAINED, pursuant to Hyattsville Resolution 2004-03 designating the University Town Center Special Taxing District and Hyattsville Resolution 2004-03 authorizing the imposition, levy and collection of special taxes in the Special Taxing District and pursuant to the Rate and Method of Apportionment terms adopted, the City of Hyattsville adopts and approves the report of the Administrator of the University Town Center Special Taxing District (Exhibit A) and hereby assesses and levies as additional real property taxes on the owners of properties in the University Town Center Special Taxing District this special tax as indicated in Appendix A of Exhibit A for the upcoming fiscal year (as the same may be recalculated as further described in this paragraph); in the event any parcel numbers are changed prior to the actual billing of taxes by the County, the Administrator shall revise Appendix A to be consistent with the tax parcel numbers used by the County for billing of taxes and recalculate the special tax to be collected from each parcel in a manner consistent with the method utilized to calculate the special taxes in Exhibit A;

AND BE IT FURTHER ORDAINED, that this budget shall govern the number and type of employment positions to include the number of employees and Full-Time Equivalent (FTE) count for Fiscal Year 2023 and the City of Hyattsville approves and adopts these counts as contained in Exhibit B.

AND BE IT FURTHER ORDAINED, that this ordinance shall become effective on July 1, 2022, as provided in Section C2-9 of the City Charter and a fair summary of this Ordinance shall be published twice in a newspaper having general circulation in the City, subject to the provisions of section C3-2A(6) of the City Charter;

INTRODUCED by the City Council of the City of Hyattsville, Maryland at a public meeting on May 16, 2022;

ADOPTED, by the City Council of the City of Hyattsville, Maryland at a public meeting on June 6, 2022.

Adopted: June 2, 2022

Effective Date: July 1, 2022

Attest:

Laura Reams

City Clerk

Robert S. Croslin

Interim Mayor



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-376-FY22

5/16/2022

10.b.

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

Item Title:
Hyattsville Resolution 2022-03: Establishing a Redistricting Commission

Suggested Action:

I move the Mayor and Council adopt Hyattsville Resolution 2022-03, a resolution whereby the City Council establishes a seven (7) person Redistricting Commission to make recommendations on the reapportionment of the City's five (5) wards based on population data from the 2020 U.S. Census (INTRODUCTION & ADOPTION)

Summary Background:

Every ten years, after the Census, the City must use the new census data to review its ward boundaries, and if needed, redraw the boundaries between wards in order to reflect how the local populations have changed. The authority for the modification of ward boundaries is found in the City Charter, § C4-17.

The redistricting process is done with the primary goal of creating wards which have substantially equal populations. The widely accepted standard for population variation between the largest ward and the smallest ward is that there should not be a greater than 10% difference. Additional criteria for consideration throughout the redistricting process is listed below.

- Wards must be comprised of contiguous territory and as geographically compact as possible.
- Wards shall, as much as possible, be bounded by natural boundaries, street lines, and/or City boundary lines.
- Wards must be drawn to provide fair and effective representation for all residents of the City, including racial, ethnic, and language minorities. Additionally, to the extent possible, wards should preserve identifiable communities of interest. The redrawing of the City's ward boundaries should be designed to ensure that our elected body is representative of the City's diverse population.
- Wards most likely to be impacted by future development may be smaller by design in order to minimize impact of population growth on future redistricting.

The City's last redistricting occurred in 2012 and was effective for the 2013 City election. The process was accomplished by a Council appointed committee which reviewed proposed maps and made recommendations to the Council. Opportunities for public engagement were provided at the committee meetings and via a public hearing. Staff recommends following a similar process for the 2022 redistricting which would be effective for the May 2023 City election with enhanced opportunities for public engagement utilizing the newly acquired online citizen engagement platform.

City staff presented the proposed project plan to Council on May 2 and has been conducting analysis and outreach to City committee members in preparation of appointing members to the Commission. Upon analysis of the Ward makeup of the five proposed participating committees which will make up a portion of the composition of the Redistricting Commission, it was determined that in order to best ensure participation from all five wards, the Education Advisory Committee would be substituted for the Educational Facilities Task Force. Staff has reached out to members of the

Election Board, Ethics Commission, Planning Committee, Race and Equity Task Force, and Education Advisory Committee to gauge interest in serving on the Commission.

Upon adoption of the Resolution, staff will bring forward appointments in June 2022, with the kickoff meeting to be held in June. The proposed deadline for the Commission to submit recommendations to the City Council is September 12, 2022, with a planned public presentation for September 19. A minimum of one public hearing must be held but additional methods of engagement are encouraged and will be supported by staff.

Next Steps:

Council discussion and establishment of the Ad Hoc Task Force.

Fiscal Impact:

N/A

City Administrator Comments:

Recommend Support.

Community Engagement:

The City foresees being able to utilize some of the newly acquired communications tools, such as the online civic engagement platform to assist with community outreach during the redistricting process.

Strategic Goals:

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

Legal Review Required?

Complete

CITY OF HYATTSVILLE**RESOLUTION 2022-03****Establishing a Redistricting Commission**

A resolution whereby the City Council establishes a seven (7) person Redistricting Commission to make recommendations on the reapportionment of the City's five (5) wards based on population data from the 2020 U.S. Census.

WHEREAS, pursuant to §C4-16 and §C4-17 of the City's Charter, the Council has the authority to establish, change, or relocate the boundaries of the City's five existing wards; and

WHEREAS, the data analysis of the 2020 census data shows a population deviance of more than 10% in two of the City's wards; and

WHEREAS, the City Council finds it to be in the best interest of the City of Hyattsville to establish a Redistricting Commission to assist the City Council by making recommendations to the boundaries of the City's five (5) legislative wards so the boundaries represent substantially equal populations in each ward; and

WHEREAS, the Council does hereby establish a seven (7) member Redistricting Commission to prepare recommended redistricting plans to be presented to and voted on by the entire Hyattsville City Council; and

WHEREAS, the Council shall appoint to the Redistricting Commission one member from each the Board of Supervisors of Elections, the Ethics Commission, the Planning Committee, Race and the Equity Task Force, and the Education Advisory Committee for a total of five (5) members; and

WHEREAS, the remaining two (2) members of the Redistricting Commission shall be appointed by the Council and composed of resident volunteers who can provide expertise in any of the three following areas: Census or demographic data analysis, GIS technology, racial and social equity, and community outreach and engagement.

WHEREAS, the Commission shall be composed of at least one representative of each of the City's five wards; and

WHEREAS, at its first meeting, the Redistricting Commission shall elect a chair, vice chair and secretary who shall prepare the minutes of each meeting and be responsible for maintain the Commission's records; and

WHEREAS, meetings of the Redistricting Commission shall be subject to the Maryland Open Meetings Act and all records of the Redistricting Commission shall be subject to the provisions of the Maryland Public Information Act; and

WHEREAS, the Redistricting Commission shall meet from time to time as necessary in order to prepare suggested redistricting plans and seek public input on the proposed plans; and

WHEREAS, the Redistricting Committee shall utilize the following criteria when developing the redistricting proposal:

- The City will retain five (5) legislative wards;
- Wards will be as nearly equal in population as possible (no more than 10% variation from the size of population equally distributed across the five wards utilizing the 2020 census data) Wards must be drawn to provide fair and effective representation for all residents of the City, including racial, ethnic, and language minorities;
- Wards will be composed of contiguous territory, as regular and compact in form as practicable, and take into account existing infrastructural and natural boundaries;
- Wards will be drawn in consideration of known future growth;
- The Commission will strive to preserve communities of interest where possible. Communities of interest may include residents with similar social, geographics, cultural, ethics, language, or other interests;
- The Redistricting must be done in compliance with local, state, and federal laws, including the federal Voting Rights Act of 1965; and

WHEREAS, the Redistricting Committee shall submit its final suggested redistricting plans to the City Council by no later than September 12, 2022; and

WHEREAS, at least one public hearing must be held prior to the adoption of new boundaries and additional means of public engagement is encouraged; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hyattsville in regular session establishes a Redistricting Commission; and

INTRODUCED by the Mayor and City Council of the City of Hyattsville, Maryland at a regular meeting on May 16, 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 May 16, 2022, at which meeting copies were available to the public for inspection.

APPROVED:

City of Hyattsville, Maryland:

Date

Robert S. Croslin
Interim Mayor

ATTEST/WITNESS:

City of Hyattsville, Maryland:

Date

Laura Reams
City Clerk



City of Hyattsville

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

File #: HCC-349-FY22

5/16/2022

10.c.

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

Item Title:

Renewal of Axon Enterprise, Inc. Contract and Upgrade of Axon Program

Suggested Action:

I move the Mayor and Council to authorize the City Administrator to execute a renewal contract for a period of 5 years, at a cost not to exceed \$138,729.72 in FY22 with Axon Enterprise and approve an upgrade of the Police Department's taser program with Axon, upon the review and approval by the City Attorney for legal sufficiency.

Summary Background:

The Police Department's current tasers are outdated and the contract is up for renewal. Axon recommends that tasers should be replaced every five years. The Axon Taser 7 has advanced technology and body camera and in car video cameras are automatically activated when Taser 7 is drawn from the holster. Axon Taser 7 is the gold standard for less lethal options regarding current tasers on the market. The contract renewal, #00056189, is for a period of 60 months. The total cost of upgrading to Taser 7 with all accessories and training will cost a total of \$138,729.72 and is available in the approved FY22 Police Capital Budget.

Next Steps:

Recommend approval

Fiscal Impact:

Not to exceed \$138,729.72.

City Administrator Comments:

Recommends approval

Community Engagement:

N/A

Strategic Goals:

Goal 3 - Promote a Safe and Vibrant Community

Legal Review Required?

Pending



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Q-379858-44664.858RE

Issued: 04/13/2022

Quote Expiration: 05/31/2022

EST Contract Start Date: 08/01/2022

Account Number: 109217

Payment Terms: N30

Delivery Method: Fedex - Ground

SHIP TO	BILL TO
Delivery; Invoice-4310 Gallatin St 4310 Gallatin St Hyattsville, MD 20781-2050 USA	Hyattsville City Police Dept. - MD 4310 Gallatin St Hyattsville, MD 20781-2050 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Raleigh Edwards Phone: Email: redwards@axon.com Fax:	Phone: Email: sratty@hyattsville.org Fax:

Program Length	60 Months
TOTAL COST	\$138,729.72
ESTIMATED TOTAL W/ TAX	\$138,729.72

Bundle Savings	\$30,374.46
Additional Savings	\$7,560.00
TOTAL SAVINGS	\$37,934.46

PAYMENT PLAN		
PLAN NAME	INVOICE DATE	AMOUNT DUE
Year 1	Jul, 2022	\$23,529.72
Year 2	Jul, 2023	\$28,800.00
Year 3	Jul, 2024	\$28,800.00
Year 4	Jul, 2025	\$28,800.00
Year 5	Jul, 2026	\$28,800.00

Quote Details

Bundle: 2021 Taser 7 Certification Bundle Quantity: 40 Start: 8/1/2022 End: 7/31/2027 Total: 136439.97 USD						
Category	Item	Description	QTY	List Unit Price	Net Unit Price	Total(USD)
Holsters	20160	TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER	40	\$84.24	\$69.57	\$2,782.65
HALT Suit	20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	1	\$789.75	\$652.18	\$652.18
Handle License	20248	TASER 7 EVIDENCE.COM LICENSE	40	\$5.00	\$4.13	\$9,909.71
Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	120	\$38.95	\$32.17	\$3,859.83
Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	120	\$38.95	\$32.17	\$3,859.83
Handles	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	40	\$1,810.00	\$1,305.71	\$52,228.58
Inert Cartridges	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	40	\$50.23	\$41.48	\$1,659.22
Inert Cartridges	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	40	\$50.23	\$41.48	\$1,659.22
Admin License	20248	TASER 7 EVIDENCE.COM LICENSE	1	\$5.00	\$4.13	\$247.74
Taser 7 Target	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1	\$157.95	\$130.44	\$130.44
Spare Handles	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	1	\$1,810.00	\$1,494.71	\$1,494.71
Taser 7 Target Frame	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	1	\$78.98	\$65.22	\$65.22
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	80	\$38.95	\$32.17	\$2,573.22
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	80	\$38.95	\$32.17	\$2,573.22
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	80	\$38.95	\$32.17	\$2,573.22
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	80	\$38.95	\$32.17	\$2,573.22
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	80	\$38.95	\$32.17	\$2,573.22
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	80	\$38.95	\$32.17	\$2,573.22
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	80	\$38.95	\$32.17	\$2,573.22
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	80	\$38.95	\$32.17	\$2,573.22

Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	80	\$38.95	\$32.17	\$2,573.22
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	80	\$38.95	\$32.17	\$2,573.22
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	80	\$38.95	\$32.17	\$2,573.22
Batteries	20018	TASER 7 BATTERY PACK, TACTICAL	48	\$90.56	\$74.79	\$3,589.69
Training Halt Cartridges	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	80	\$38.95	\$32.17	\$2,573.22
Training Halt Cartridges	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	80	\$38.95	\$32.17	\$2,573.22
Training Halt Cartridges	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	80	\$38.95	\$32.17	\$2,573.22
Training Halt Cartridges	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	80	\$38.95	\$32.17	\$2,573.22
Duty Cartridge Replenishment Program	20246	TASER 7 DUTY CARTRIDGE REPLACEMENT LICENSE	40	\$2.50	\$2.06	\$4,954.85
Docks	74200	TASER 7 6-BAY DOCK AND CORE	1	\$1,500.00	\$1,238.71	\$1,238.71
Dock Mount	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	\$43.90	\$36.25	\$36.25
Dock Power Cord	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	\$10.45	\$8.63	\$8.63
Other	80395	EXT WARRANTY, TASER 7 HANDLE	40	\$6.58	\$5.43	\$10,650.30
Other	80395	EXT WARRANTY, TASER 7 HANDLE	1	\$6.58	\$5.43	\$266.26
Other	80374	EXT WARRANTY, TASER 7 BATTERY PACK	48	\$0.44	\$0.36	\$854.61
Other	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1	\$6.58	\$5.43	\$266.26

Bundle: Dynamic Bundle Quantity: 1 Start: 8/1/2022 End: 7/31/2027 Total: 2289.75 USD						
Category	Item	Description	QTY	List Unit Price	Net Unit Price	Total(USD)
Other	20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	1	\$789.75	\$789.75	\$789.75
Other	44729	TASER INSTRUCTOR	4	\$375.00	\$375.00	\$1,500.00

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Execution of this quote will terminate contracts associated with Q-314234 (executed contract #00056189) with Axon and will start a new 60 month contract.

The parties agree that Axon is charging a debit of \$7,560.00 to capture the remaining value owed from previously deployed CEW hardware. This debit is based on a ship date range of 6/1/2022-6/15/2022, resulting in a 7/1/2022 contract start date. Any change in this ship date and resulting contract start date will result in modification of this debit's value which may result in additional fees due to or from Axon.

Signature

Date Signed

4/13/2022



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-368-FY22

5/16/2022

10.d.

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

Item Title:

Individual Emergency Relief Program - ARPA

Suggested Action:

I move that the Mayor and Council allocate and authorize expenditure of \$1,200,000 during FY22-FY23 for the establishment of an individual emergency relief program to support Hyattsville residents who have experienced pandemic-related negative economic consequences, with amounts designated for the following purposes:

- \$1,000,000 for individual relief payments, which consist of \$2,500 per adult individual and \$750 per child (up to a cap of \$5,000 per household) upon showing that the individual is a resident of the City of Hyattsville and experienced pandemic-related negative economic consequences eligible for relief under the American Rescue Plan Act.
- An amount NTE \$100,000 for program administration through a local-serving non-profit organization selected through a public Request for Proposals outlining the criteria needed for implementation.
- An amount NTE \$100,000 for outreach and application assistance programs to ensure relief programs are accessible for all communities within the City.

Summary Background:

The City of Hyattsville has been awarded \$17.9 million under the American Rescue Plan Act, which is intended to be used for reinvestment back into our community focusing both on immediate pandemic-related needs of our community and addressing structural barriers that were exacerbated during the pandemic.

The City has conducted an extensive outreach process to hear from the community about pandemic-related emergency relief needs, in an effort to tailor relief programs to the needs of our community. Through our public engagement process, we heard from over 400 unique individuals provide feedback via community listening sessions, an online feedback form, paper requests for feedback mailed to each home, and other outreach methods.

The pandemic has impacted segments within our community significantly, with an array of pandemic related harms reported, ranging from economic impact of job loss and trouble paying regular household bills, to difficulty accessing food assistance, childcare needs, mental health care, and dozens of other identified needs.

Accordingly, the City Council has prioritized establishing relief programs that provide financial assistance to households in need. Under this program, City staff will work with non-profit organizations to establish an application process, ensure compliance with federal rules regarding eligibility and documentation, conduct outreach to residents, and provide assistance with completing and submitting applications for assistance.

Upon Council approval and award of a contract, the City will transfer funds under this program to the eligible nonprofits.

Adult residents of the City will be eligible for a one-time \$2,500 relief payment, plus an additional \$750 per child, to assist with pandemic related harms. Residents must show they are a resident of the City and that they have experienced

pandemic-related harm eligible for relief under the American Rescue Plan Act. Emergency relief assistance programs will be available to all eligible City residents, regardless of citizenship or immigration status.

Eligibility:

The program is available to benefit individuals and families who reside in the City of Hyattsville and who experienced pandemic-related negative economic impacts, as defined by the American Rescue Plan Act Final Rule, including:

1. Low- or-moderate income households or communities. Low- or moderate-income households and communities are those with:
 - a. Income at or below 300 percent of the Federal Poverty Guidelines for the size of the household (available at: <https://www.healthcare.gov/glossary/federal-poverty-level-fpl/>)

Household/ Family Size	100%	300%
1	\$12,880	\$38,640
2	\$17,420	\$52,260
3	\$21,960	\$65,880
4	\$26,500	\$79,500
5	\$31,040	\$93,120
6	\$35,580	\$106,740
7	\$40,120	\$120,360
8	\$44,660	\$133,980
9	\$49,200	\$147,600
10	\$53,740	\$161,220
11	\$58,280	\$174,840
12	\$62,820	\$188,460
13	\$67,360	\$202,080
14	\$71,900	\$215,700

- b. Income at or below 65% of the area median income for the county and size of household.

Locality	MODERATE INCOME							
	65% AMI by household size							
	1	2	3	4	5	6	7	8
Prince George's County	\$58,695	\$67,080	\$75,465	\$83,850	\$90,610	\$97,305	\$104,000	\$110,695

2. Households that experienced unemployment
3. Households that experienced increased food or housing insecurity
4. Households that qualify for any of the following programs:
 - a. Children’s Health Insurance Program,
 - b. Childcare Subsidies through the Child Care Development Fund (CCDF) Program,
 - c. Medicaid,

- d. Temporary Assistance for Needy Families (TANF)
 - e. Supplemental Nutrition Assistance Program (SNAP)
 - f. Free and Reduced-Price Lunch (NSLP) and/or School Breakfast (SBP) programs
 - g. Medicare Part D Low-income Subsidies
 - h. Supplemental Security Income (SSI)
 - i. Head Start and/or Early Head Start
 - j. Special Supplemental Nutrition Program for Women, Infants, and Children (WIC)
 - k. Section 8 Vouchers
 - l. Low-Income Home Energy Assistance Program (LIHEAP)
 - m. Pell Grants
5. Households located inside a Qualified Census Tract (map at: https://www.huduser.gov/portal/sadda/sadda_qct.html)

Next Steps:

Staff will publish two Requests for Proposals. One will be to establish administrative aspects of the program, such as a database for management of the program, ability to ensure applicants meet all necessary criteria before being awarded a relief payment, tracking documentation needed for audits, and providing regular reports back to the City.

The other RFP will be to engage communities within Hyattsville to conduct outreach and application assistance to residents within Hyattsville, such as low-income populations, Spanish speakers, and seniors.

Both RFPs will be presented to Council for final contract award.

Fiscal Impact:

\$1,200,000 paid for using American Rescue Plan Act Funds.

City Administrator Comments:

Recommend Approval

Community Engagement:

An extensive community engagement process has been undertaken to gather information about community needs. This program will include even more direct engagement with residents as program staff works to assist individuals with application submissions.

Strategic Goals:

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

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-369-FY22

5/16/2022

10.e.

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

Item Title:

Emergency Food Assistance Relief Programs - ARPA

Suggested Action:

I move that the Mayor and Council allocate \$200,000 to establish a non-profit food assistance programs serving Hyattsville residents, and authorizing expenses in the form of grants up to \$25,000 per food assistance provider for the purpose of providing free meal programs to Hyattsville residents in need.

Summary Background:

The City of Hyattsville has been awarded \$17.9 million under the American Rescue Plan Act, which is intended to be used for reinvestment back into our community focusing both on immediate pandemic-related needs of our community and addressing structural barriers that were exacerbated during the pandemic.

The City has conducted an extensive outreach process to hear from the community about pandemic-related emergency relief needs, in an effort to tailor relief programs to the needs of our community. Through our public engagement process, we heard from over 400 unique individuals provide feedback via community listening sessions, an online feedback form, paper requests for feedback mailed to each home, and other outreach methods.

One of the most common concerns residents raised was access to food. This program will provide funding support to non-profit food assistance programs that provide free food to residents in the City of Hyattsville.

Eligibility:

- Eligible entities include nonprofits that are corporations, associations, agencies, or faith-based organizations with a 170 (c)(1), 501(c)(3) or 501(c)(6) nonprofit status under the Internal Revenue Service Code. For-profit entities are not eligible.
- Organization must be in good standing with the Maryland State Department of Assessments and Taxation
- Proof of General Liability Insurance

Award Limitations:

- Up to \$25,000 per food assistance program
- Quarterly reporting on award uses and outcomes will be required, until the award is expended
- Programs must serve City of Hyattsville Residents - applicants must establish the extent their program serves Hyattsville residents through the food assistance program, and can only be funded for the costs of serving Hyattsville residents.

Next Steps:

The City will develop an application, selection criteria, and an internal staff committee to review proposals. The City will then publish a Notice of Funding Availability, inviting eligible providers to submit applications to support food assistance programs that serve City residents. Awards are expected in Summer 2022.

Fiscal Impact:

\$200,000, paid for using American Rescue Plan Act funds

City Administrator Comments:

Recommends approval.

Community Engagement:

An extensive community engagement process has been undertaken to gather information about community needs.

Strategic Goals:

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

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-375-FY22

5/16/2022

10.f.

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

Item Title:

Suffrage Point Development - Land Dedication for Preliminary Plan of Subdivision 4-21052

Suggested Action:

I move the City Council authorize the Mayor to provide correspondence to the Maryland-National Capital Park & Planning Commission regarding land dedication for Preliminary Plan of Subdivision 4-21052. The correspondence shall include the following language as conditions for approval:

1. The applicant shall dedicate a portion of Parcel B2 to the City of Hyattsville as conditions adopted by the Planning Board. The land area shall be donated at no cost to the City and deed to be recorded in the Prince George's County land records.
2. No portion of this dedication land shall include compensatory storage.

Summary Background:

On April 28, 2022, the M-NCPPC Planning Board hearing was postponed and rescheduled for May 19, 2022 to allow additional time for Staff review. Among the outstanding items was conditions related to dedication of land area and Fee in Lieu to M-NCPPC, as prescribed by the Zoning Ordinance.

Next Steps:

No additional action is required.

Fiscal Impact:

N/A

City Administrator Comments:

Recommend approval.

Community Engagement:

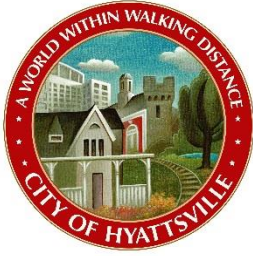
The Planning Board hearing for PPS-4-21052 is scheduled for Thursday, May 19th at 10:00 AM.

Strategic Goals:

Goal 3 - Promote a Safe and Vibrant Community

Legal Review Required?

N/A



Memo

To: Mayor and City Council

From: Taylor Robey, City Planner

CC: Jim Chandler, Assistant City Administrator and Director, Community & Economic Development

Date: May 11, 2022

Re: Suffrage Point Development – Land Dedication for Preliminary Plan of Subdivision 4-21052

Attachments: PPS-4-21052- Proposed Donation of Land Area

The purpose of this memorandum is to provide the City Council with an update regarding land dedication as part of the preliminary plan of subdivision (PPS) application for the lower parcel of the Suffrage/Magruder Point property, as well as provide relevant Staff recommendations.

Project Summary

- On April 28, 2022, the M-NCPPC Planning Board hearing was postponed and rescheduled for May 19, 2022 to allow additional time for Staff review. Among the outstanding items was conditions related to dedication of land area and Fee in Lieu to M-NCPPC, as prescribed by the Zoning Ordinance.

Property Description

The subject property is located west of 40th Place and east of Driskell Park, within the Gateway Arts District Traditional Residential Neighborhood (TRN) Character Area. The property was an existing surface parking lot.

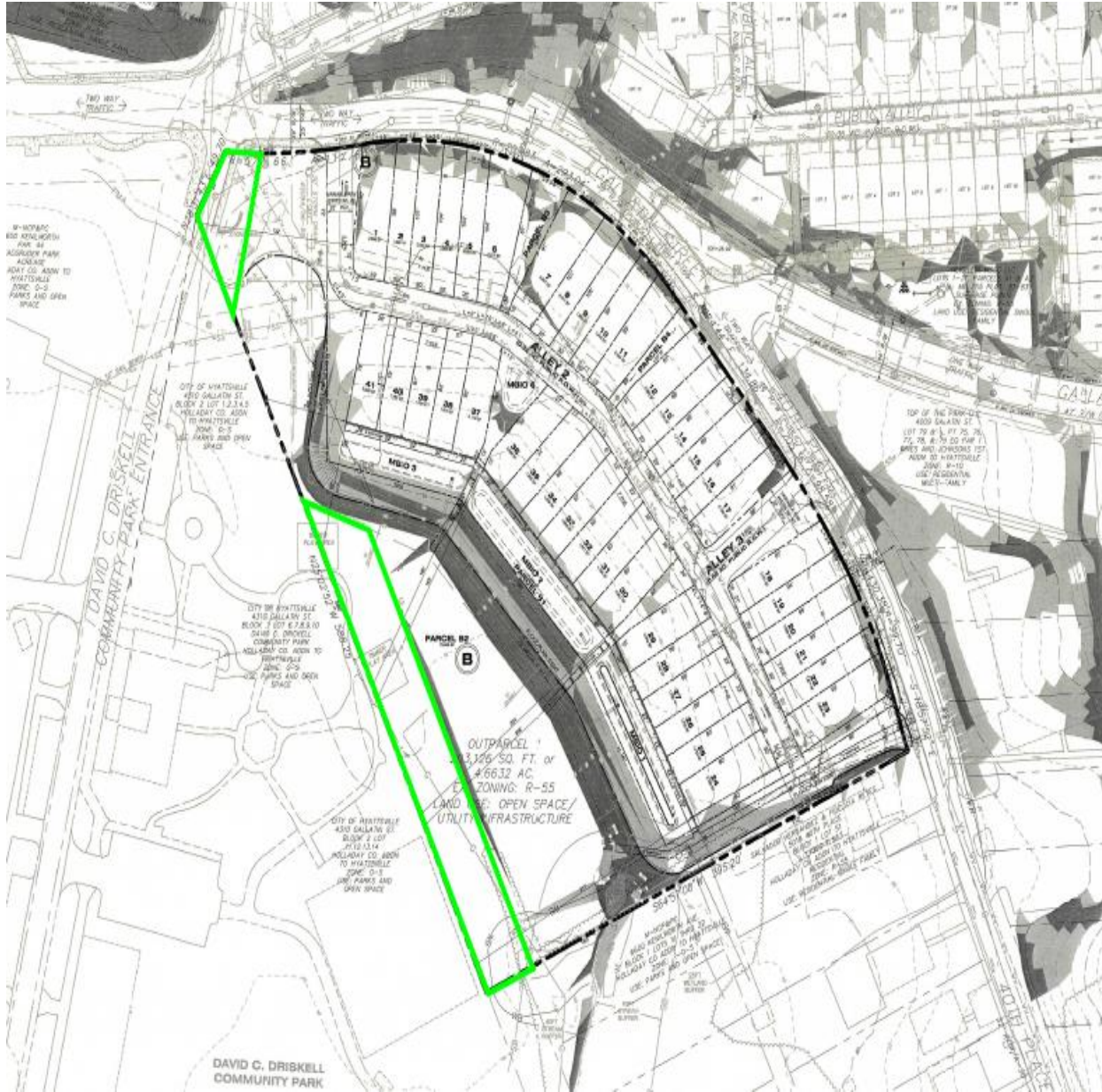
Total gross acreage of the Suffrage Pointe property is 8.26 acres and contains an upper site and a lower site as divided by Gallatin Street. The upper site is 3.60 acres and zoned R-55 and until recently was the site of the former WSSC headquarters to the north along Hamilton Street.

The lower site is 4.66 acres and zoned R-55. Previously, this site was zoned O-S (Open Space) but was rezoned through the approval of CSP-18002.

Land Dedication

In April 2022, City Staff received an updated proposal from the applicant, whereby the applicant would donate through recording of a deed, a portion of parcel B2, to either M-NCPPC or the City, as a condition of Preliminary Plan of Subdivision (PPS) approval. The land area is shown in green in Exhibit A. The land area covers the majority of a paper street that was intended to be dedicated, and accepted by the City, as part of the original WSSC Headquarters development. This land was never accepted by the City Council and therefore was retained by the land owner.

Exhibit A: Applicant's April 2022 Suggested Parcel B2 Donation

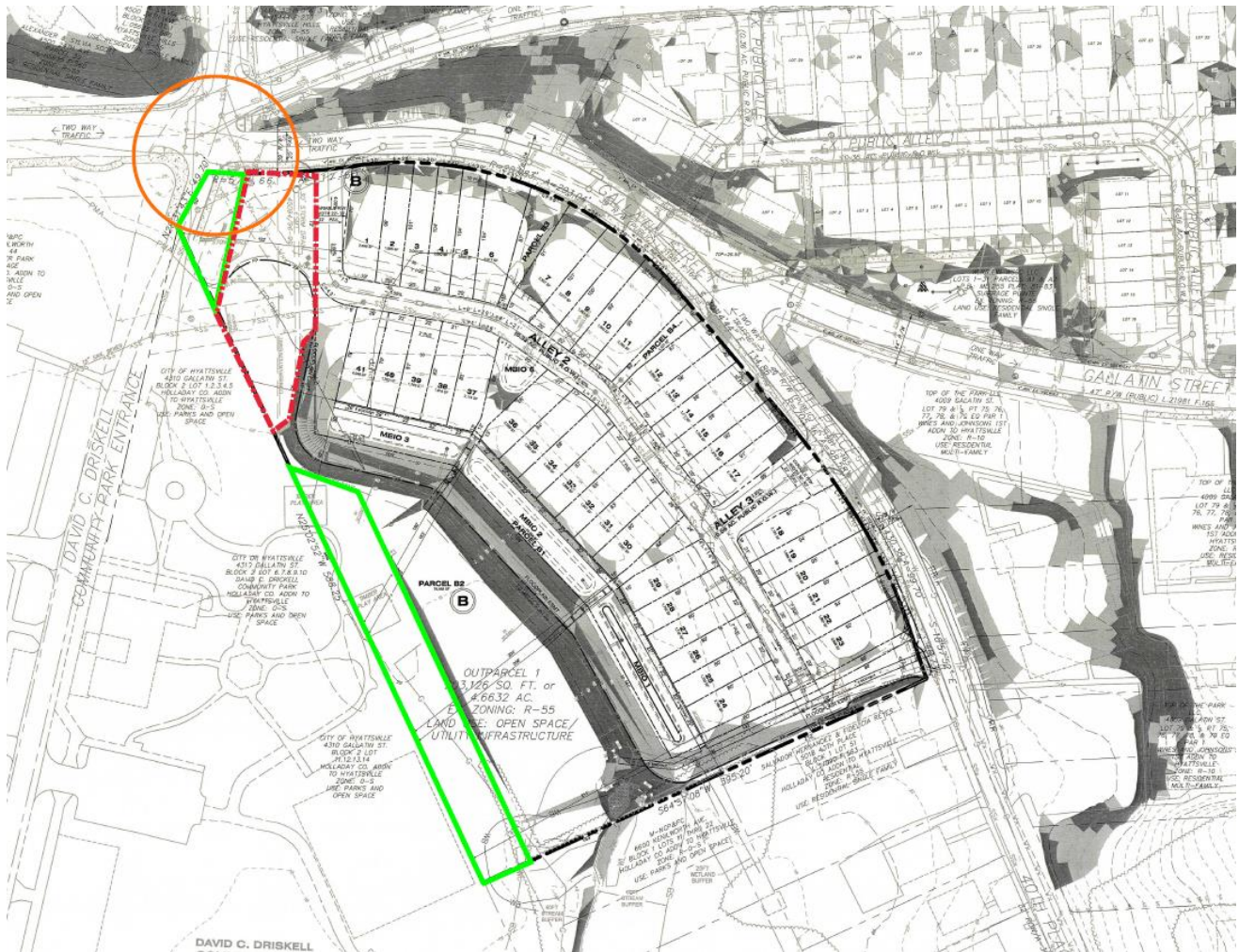


The applicant has requested that this land donation satisfy their requirements for either (1) fee in lieu or (2) mandatory land dedication. M-NCPPC has affirmed that any land donation by the applicant will not serve to satisfy either the fee in-lieu or mandatory land dedication to M-NCPPC, but rather be treated by a proffered donation of land for public use. This land could be dedicated to M-NCPPC, but given it is surrounded by City property, it would make the land ownership and future maintenance challenging.

In addition to the area shown in green, City Staff is recommending the dedication of additional land area to the applicant's proposal as shown in red in Exhibit B. The area in red includes a 30' public utility easement and tree conservation area that will be required as part of the applicant's preliminary plan of subdivision. This area in red will not be utilized for programming, rather will serve as a buffer between the private residential neighborhood and the park. This additional land area will also provide the City with area to support a reconfigured intersection, highlighted in orange.

The applicant has not consented to dedication of the area beyond the green area. M-NCPPC and the City are awaiting feedback from the applicant whether they are agreeable to additional land area dedication. If the applicant is not agreeable to the dedication of entire land area in red, the City will request a condition to include only the additional area included in the area marked in orange.

Exhibit B: City's Proposed Land Dedication Area



Recommendation

The M-NCPPC Planning Board is scheduled to conduct a hearing to consider PPS 4-21052 on Thursday, May 19, 2022. Previous recommendations adopted by the City Council on April 4, 2022 were conveyed to both the District Council and the Planning Board. City staff is recommending the following language be adopted regarding land dedication:

“I move the City Council authorize the Mayor to provide correspondence to the Maryland-National Capital Park & Planning Commission regarding land dedication for Preliminary Plan of Subdivision 4-21052. The correspondence shall include the following language as conditions for approval:

1. The applicant shall dedicate a portion of Parcel B2 to the City of Hyattsville as conditions adopted by the Planning Board. The land area shall be donated at no cost to the City and deed to be recorded in the Prince George’s County land records.
2. No portion of this dedication land shall include any compensatory storage area.”

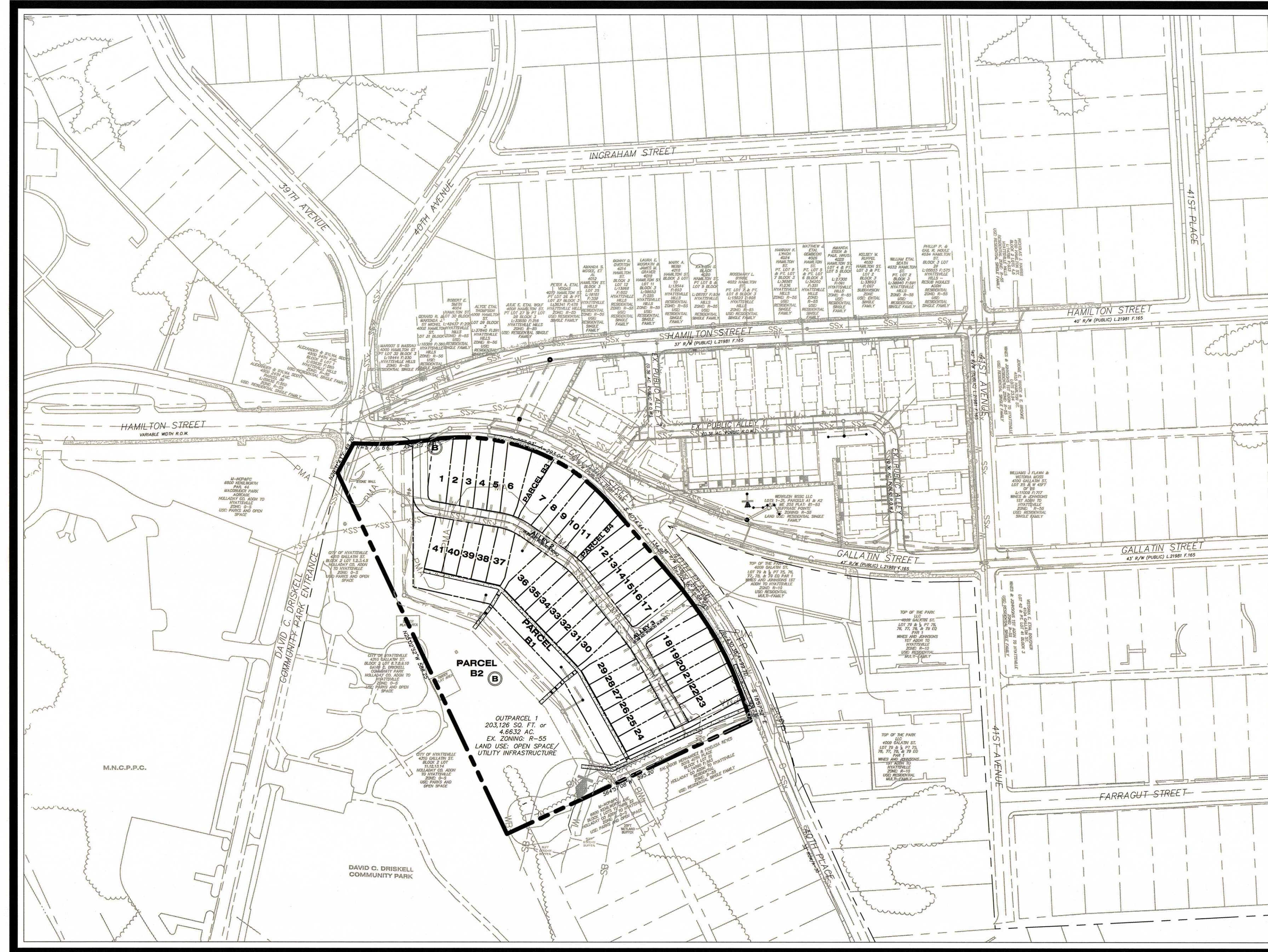
SUFFRAGE POINT PRELIMINARY PLAN OF SUBDIVISION: 4-21052

GENERAL NOTES:

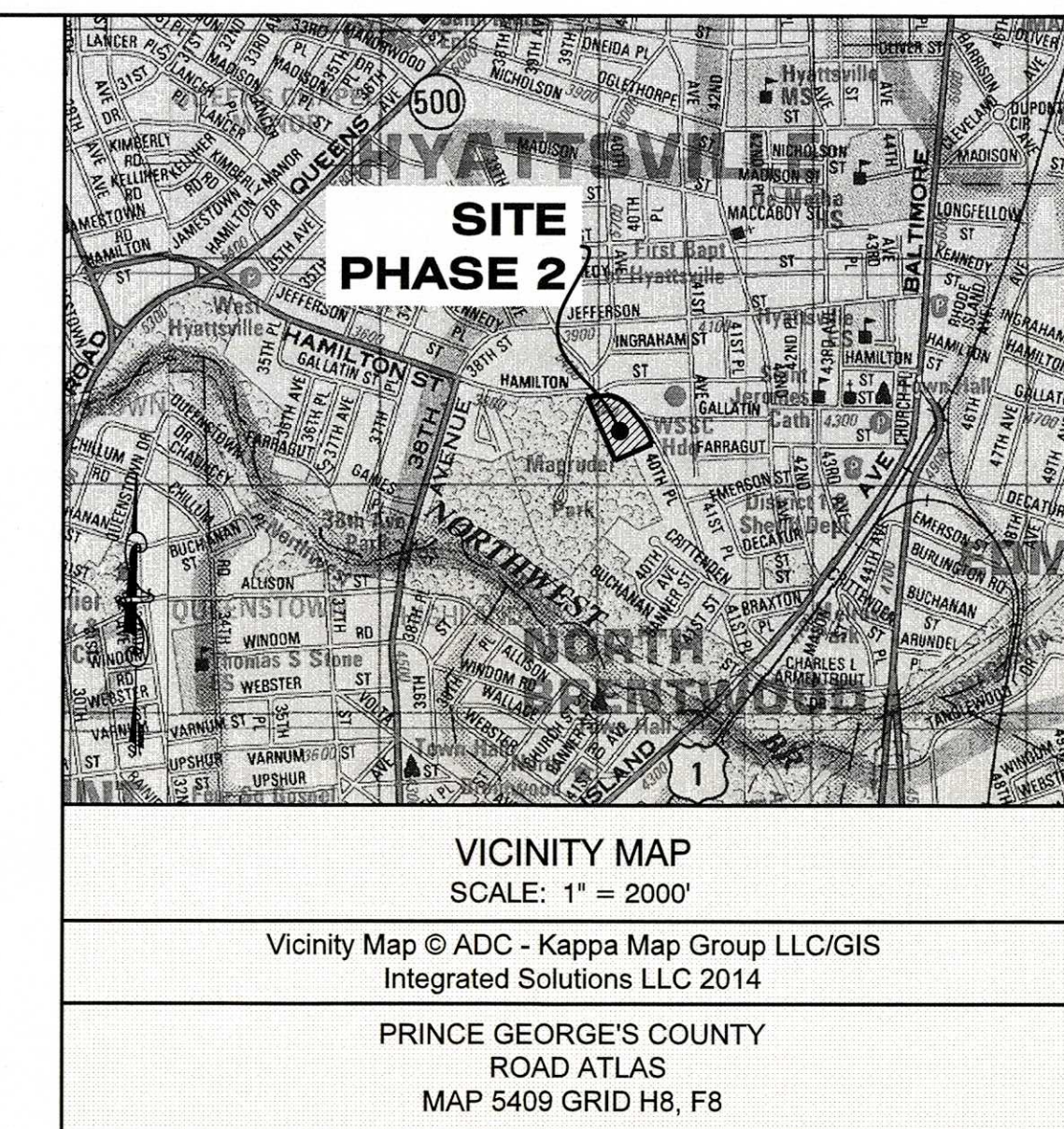
- EXISTING PARCEL/LOT, DEED DESCRIPTION/LIBER FOLIO, & PLAT NUMBER
 - OUTPARCEL 1, RECORDED IN PLAT BOOK ME 285 PAGE 83
 - L. 42312 F. 541
 - TAX MAP 50 GRIDS A1, B1
- 200 FOOT MAP REFERENCE (WSSC): 206NE03
- PURPOSE OF SUBDIVISION: RESIDENTIAL SUBDIVISION CONTAINING APPROXIMATELY 41 TOWNHOUSES.
- PRIOR APPROVALS: NRI-047-018; CSP-18002; PPS-4-18001; DSP-18005
- TOTAL ACREAGE: GROSS: 4.66 ACRES
- NET DEVELOPABLE AREA OUTSIDE OF PMA: 1.71 ACRES
- ACREAGE OF ENVIRONMENTAL REGULATED FEATURES: 2.95 ACRES
- ACREAGE OF 100-YEAR FLOODPLAIN: 2.95 ACRES
- ACREAGE OF ROAD/ALLEY DEDICATION: 0.40 ACRES
- EXISTING ZONING/USE: R-55, OPEN SPACE WITH UTILITY INFRASTRUCTURE. REFER TO CSP-18002 FOR CONDITIONS OF ALLOWABLE DEVELOPMENT. THIS PROPERTY IS WITHIN THE D-D-O ZONE.
- PROPOSED USE OF PROPERTY: RESIDENTIAL SINGLE FAMILY ATTACHED TOWNHOMES
 - LOTS: 41
 - PARCELS: 4
- BREAKDOWN OF PROPOSED DWELLING UNIT BY TYPE: 41 TOWNHOMES UNITS
- DENSITY CALCULATION: THE PRELIMINARY PLAN DENSITY OF FORTY-ONE LOTS (41) IS IN CONFORMANCE WITH CSP-18002 AS APPROVED ON SEPTEMBER 19, 2019 AND SUBSEQUENTLY CERTIFIED.
- MINIMUM LOT SIZE REQUIRED: PER TRADITIONAL NEIGHBORHOOD CHARACTER AREA DDOZ STANDARDS, THE MINIMUM LOT SIZE REQUIRED IS 1,400 SQFT.
- MINIMUM LOT SIZE PROPOSED: 1,752 SF
- MINIMUM LOT WIDTH AT FRONT OF BUILDING LINE AND FRONT OF STREET LINE: 20'
- SUSTAINABLE GROWTH TIER: TIER 1
- MILITARY INSTALLATION OVERLAY ZONE: NO
- CENTER OR CORRIDOR LOCATION: NO
- GROSS FLOOR AREA (NON-RESIDENTIAL ONLY):
 - EXISTING: N/A
 - PROPOSED: N/A
- STORMWATER MANAGEMENT CONCEPT NUMBER: 10823-2018-00, APPROVED MARCH 22, 2019.
- WATER/SEWER CATEGORY DESIGNATION:
 - EXISTING: S-3 & W-3
 - PROPOSED: S-3 & W-3
- AVIATION POLICY AREA (AIRPORT NAME & APA#): NO AVIATION POLICY AREAS ARE KNOWN TO EXIST ON SITE.
- MANDATORY PARK DEDICATION: FEE IN LIEU
- CEMETERIES OR ON CONTIGUOUS TO THE PROPERTY: NO
- HISTORIC SITE ON OR IN THE VICINITY OF THE PROPERTY: NO
- TYPE ONE CONSERVATION PLAN: EXEMPT PER WOODLAND CONSERVATION EXEMPTION NUMBER S-193-2020 APPROVED ON DECEMBER 15, 2020
- WITHIN CHESAPEAKE BAY CRITICAL AREA: NO
- WETLANDS: YES
- STREAMS: YES
- SOILS BY TYPE: Cjd, Ch, RuB
- IN OR ADJACENT TO AN EASEMENT HELD BY THE MARYLAND ENVIRONMENTAL TRUST, THE MARYLAND AGRICULTURAL LAND PRESERVATION FOUNDATION, OR ANY LAND TRUST OR ORGANIZATION: NO
- SOURCE OF TOPOGRAPHY: FIELD TOPO BY DEWBERRY ENGINEERS INC. ON FEBRUARY 2018.
- THE SITE DOES NOT CONTAIN WETLANDS OF SPECIAL STATE CONCERN AS DEFINED IN COMAR 26.23.06.01
- WETLANDS ARE SHOWN ON NRI-047-018, PREPARED BY KLEBASCO ENVIRONMENTAL LLC, IN A STUDY DATED FEBRUARY 2018, RECONFIRMED IN THE FIELD BY MICHAEL J. KLEBASCO OF WETLAND STUDIES AND SOLUTIONS, INC. ON FEBRUARY 2018, AND APPROVED BY MNCPPC ON OCTOBER 31, 2018.
- EXISTING MAJOR IMPROVEMENTS WITHIN 50' OF THE PROPERTY LINE ARE SHOWN.
- EXISTING EASEMENTS ARE SHOWN.
 - WSSC EASEMENT, PART 1, 2, & 3; L: 28181 F:165
- ALL EXISTING PAVEMENT AND RIGHT-OF-WAY ARE SHOWN.
- PUBLIC UTILITY EASEMENT ADJACENT TO PUBLIC ROAD RIGHT-OF-WAY IN LOCATIONS AS SHOWN ON PLAN: YES
- BOUNDARY COMPILED BY DEWBERRY, FEBRUARY 2018.
- OWNER & APPLICANT:

OWNER/ APPLICANT:
WERRLEIN WSSC LLC
522 DEFENSE HIGHWAY
ANNAPOLIS, MD 21401

CONTACT:
JONATHAN WERRLEIN
443-510-1274
Jonathan@werrleinproperties.com



1 LOCATION PLAN
1 PLAN VIEW
SCALE 1" = 100'



SHEET INDEX

- COVER SHEET
- EXISTING CONDITIONS AND REMOVAL PLAN
- PLAN SHEET

SITE STATISTICS

PARCEL	TOTAL
GROSS TRACT AREA	4.66 AC
EXISTING 100-YEAR FLOODPLAIN	2.95 AC
NET TRACT AREA	1.71 AC
EXISTING WOODLAND IN THE FLOODPLAIN	0.00 AC
EXISTING WOODLAND NET TRACT	0.00 AC
EXISTING PMA	2.95 AC
REGULATED STREAMS (LINEAR FEET OF CENTERLINE)	3.00 LF

DEVELOPMENT TYPE SUMMARY

LAND USE	ACRES	LAND PERCENTAGE
RESIDENTIAL	1.91	40.99
OPEN SPACE	2.35	50.43
PUBLIC RIGHT-OF-WAY	0.40	8.58
TOTAL	4.66	100%

SUBDIVISION SUMMARY TABLE

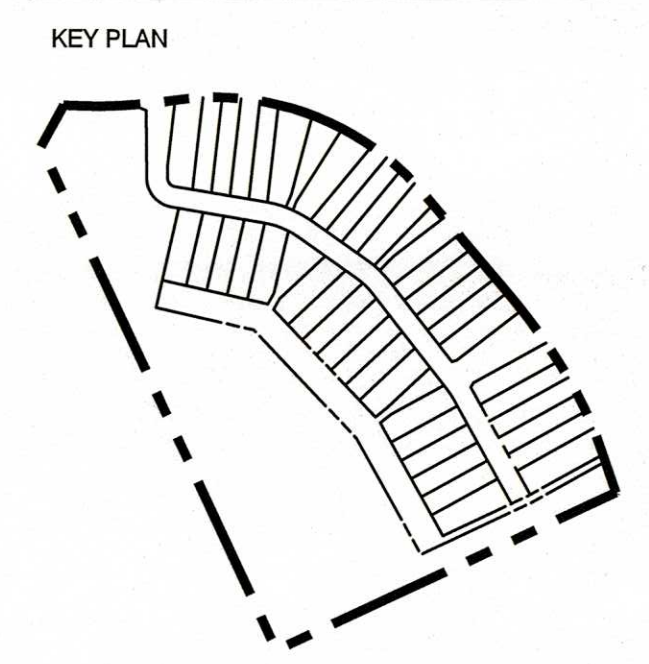
TOTAL NUMBER OF PARCELS	4
NUMBER OF BLOCKS	1
NUMBER OF LOTS	41
AVERAGE PARCEL SIZE	25,833 SQFT
AVERAGE LOT SIZE	2,029 SQFT

PARCEL AREA SUMMARY

BLOCK	PARCEL	SQ. FOOTAGE	ACRES	DESCRIPTION	DEDICATION
B	PARCEL 1	19,558	0.45	OPEN SPACE	HOA
B	PARCEL 2	79,958	1.84	OPEN SPACE & SWM	HOA
B	PARCEL 3	1,979	0.04	OPEN SPACE	HOA
B	PARCEL 4	1,037	0.02	OPEN SPACE	HOA
TOTAL HOA DEDICATION					
TOTAL:	4	102,532	2.35	OPEN SPACE & SWM	HOA

SUFFRAGE POINT
PRELIMINARY PLAN OF SUBDIVISION
PPS 4-21052
PRINCE GEORGE'S COUNTY, MD
18TH ELECTION DISTRICT
TAX MAP 50 GRID A1, B1
200' MAP REFERENCE 206NE03

SEAL



SCALE

AS-SHOWN

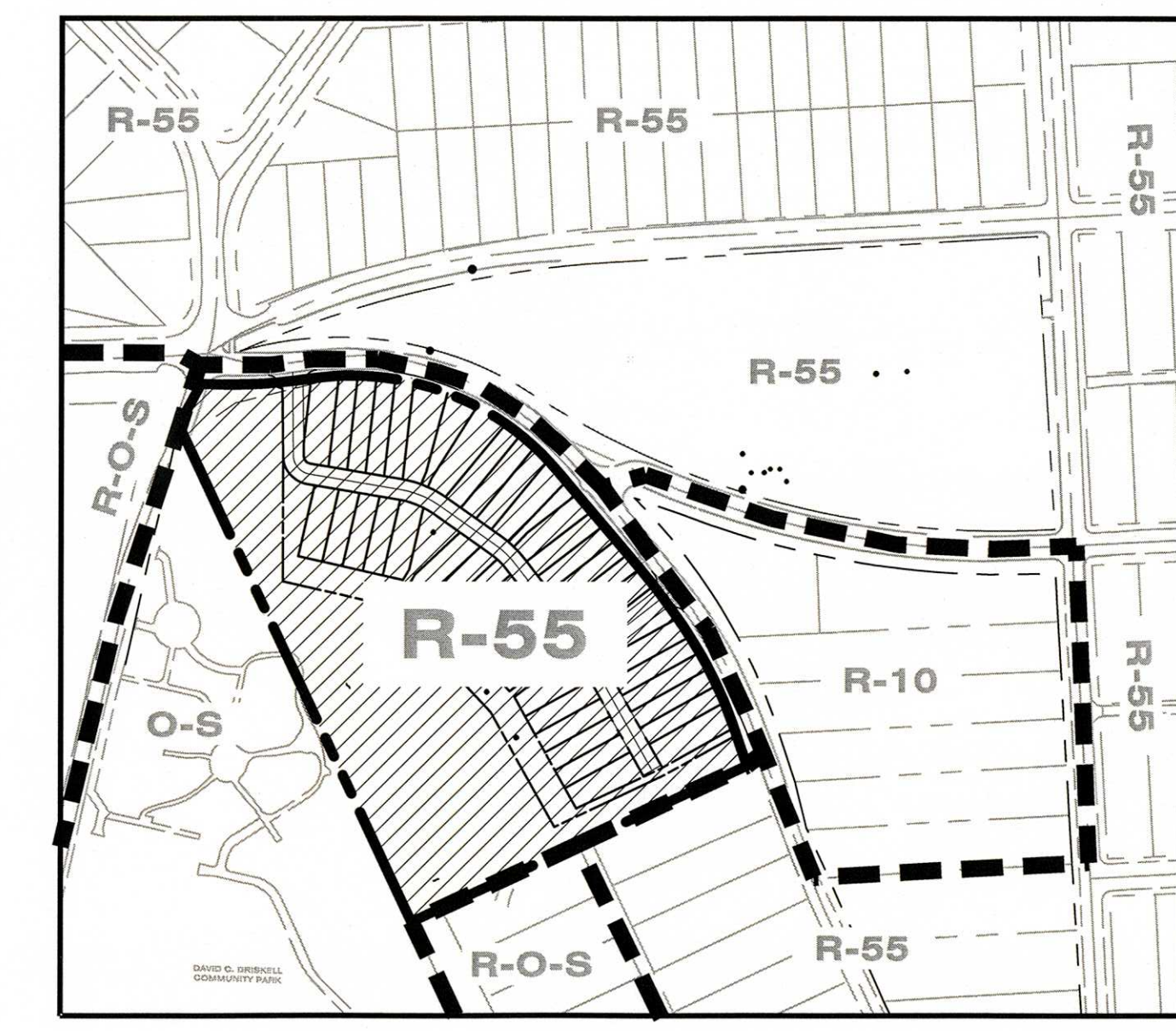
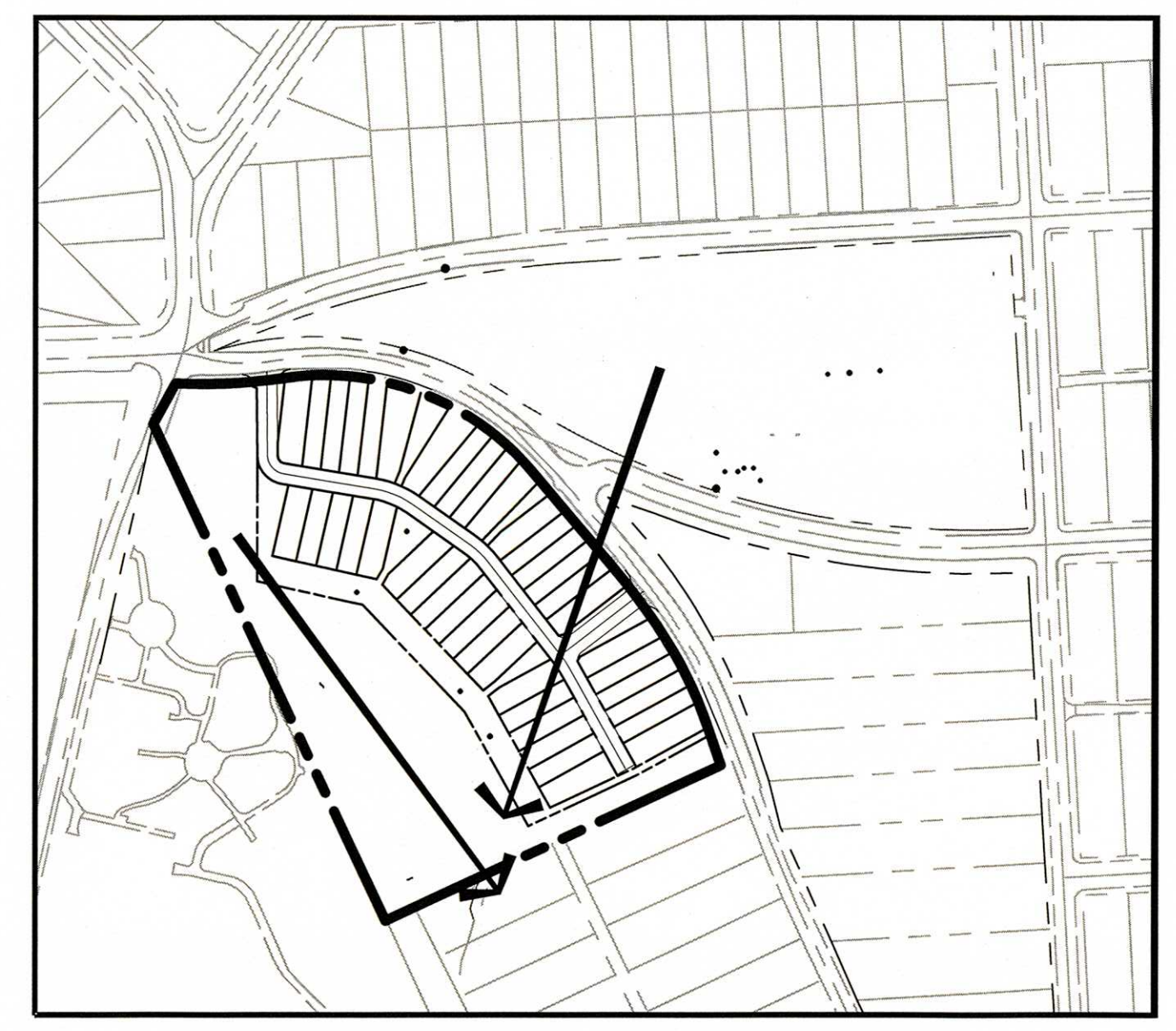
No.	DATE	BY	Description
REVISIONS			

DRAWN BY: ALD
APPROVED BY: MLB
CHECKED BY: DJS
DATE: JANUARY 2021

TITLE
**PRELIMINARY PLAN OF SUBDIVISION
COVER SHEET**

DEWBERRY JOB NO. 50099455

1
SHEET NO. 1 OF 3



LEGEND

---	EXISTING BOUNDARY
---	EXISTING ADJACENT PROPERTY
---	EXISTING GAS LINE
---	PRIMARY MANAGEMENT AREA/75' STREAM BUFFER
---	EXISTING STREAM
---	EXISTING FLOODPLAIN
---	EXISTING FLOODPLAIN BUFFER
---	EXISTING WATER
---	EXISTING SANITARY SEWER
---	EXISTING SANITARY SEWER EASEMENT
---	EXISTING WATER EASEMENT
---	PROPOSED ROAD RIGHT-OF-WAY
---	PROPOSED PROPERTY LINE
---	PROPOSED ROAD CENTERLINE
---	PROPOSED CURB
---	PROPOSED STORM DRAIN
---	PROPOSED PUBLIC UTILITY EASEMENT
---	EXISTING SIDEWALK
---	EXISTING BUILDING
---	APPROVED FLOODPLAIN PPS-10827
---	APPROVED FLOODPLAIN EASEMENT PPS-10827
---	PROPOSED SUBDIVISION BLOCK
---	PROPOSED PARCEL
---	PROPOSED LOT NUMBER

I HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF THAT THE PLAN SHOWN HEREON IS CORRECT; THAT THE INFORMATION HAS BEEN TAKEN FROM AVAILABLE RECORDS AND FIELD SURVEYS.
FOR DEWBERRY ENGINEERS INC.

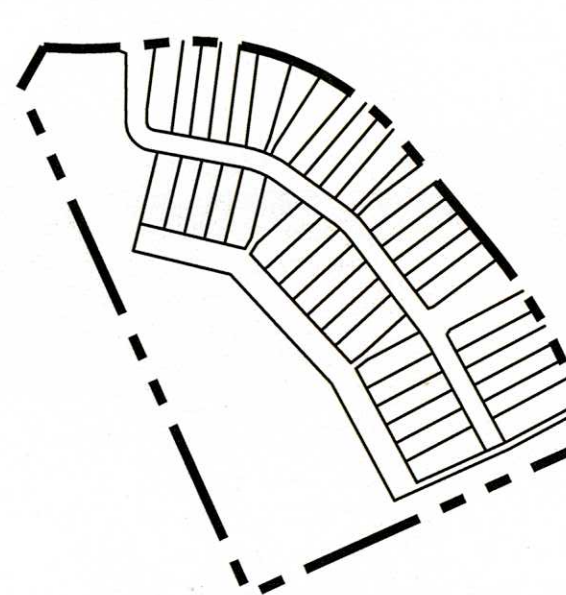
MICHAEL A. DAVIS
PROFESSIONAL LAND SURVEYOR
MARYLAND REGISTRATION NO. 11333
EXPIRATION DATE: 09/10/2022

NOTE
FOR LOCATION OF UTILITIES CALL
8-1-1 OR 1-800-257-7777
OR LOG ON TO
www.gis@11.com
http://www.mde.state.md.us
48 HOURS IN ADVANCE OF ANY WORK
IN THIS VICINITY

INFORMATION CONCERNING UNDERGROUND UTILITIES WAS OBTAINED FROM AVAILABLE RECORDS BUT THE CONTRACTOR MUST DETERMINE THE EXACT LOCATION AND ELEVATION OF THE MAINS BY DIGGING TEST PITS BY HAND AT ALL UTILITY CROSSINGS WELL IN ADVANCE OF THE START OF EXCAVATION.

SEAL

KEY PLAN



SCALE
0 50' 100'
SCALE: 1"=50'

No.	DATE	BY	Description
REVISIONS			

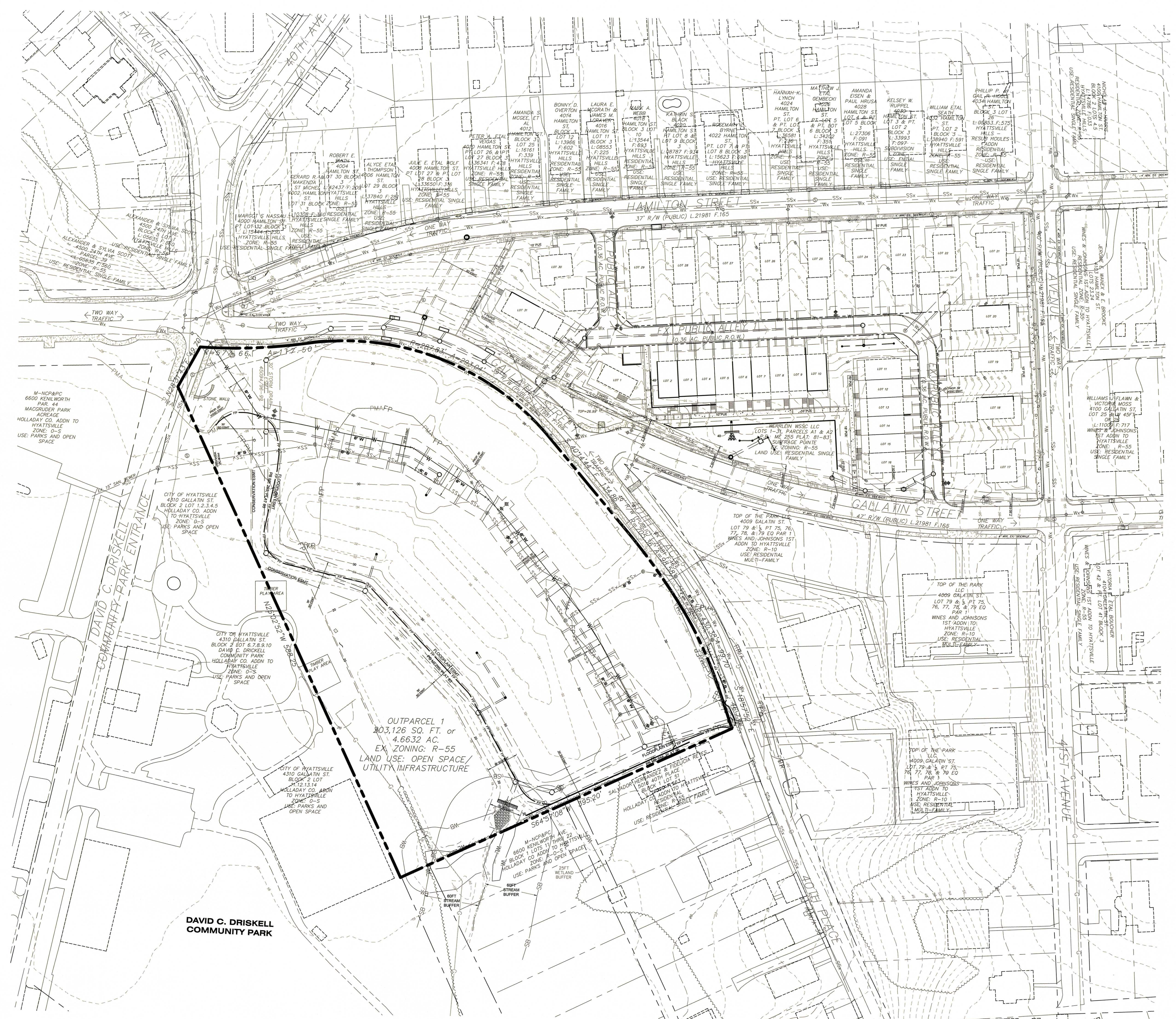
DRAWN BY: ALD
APPROVED BY: MLB
CHECKED BY: DJS
DATE: JANUARY 2021

TITLE
**PRELIMINARY
PLAN OF
SUBDIVISION
EXISTING CONDITIONS
AND REMOVAL PLAN**
DEWBERRY JOB NO. 50099455

LEGEND

- - - 210 - - - EXISTING MAJOR CONTOUR
- - - 212 - - - EXISTING MINOR CONTOUR
- - - - - EXISTING BOUNDARY
- - - - - EXISTING ADJACENT PROPERTY
- - - - - EXISTING GAS LINE
- - - - - PRIMARY MANAGEMENT AREA/5' STREAM BUFFER
- - - - - EXISTING STREAM
- - - - - EXISTING FLOODPLAIN
- - - - - EXISTING WATER
- - - - - EXISTING SANITARY SEWER
- - - - - EXISTING SANITARY SEWER EASEMENT
- - - - - EXISTING WATER EASEMENT
- - - - - EXISTING STORM DRAIN
- - - - - EXISTING SIDEWALK
- - - - - EXISTING BUILDING
- - - - - APPROVED FLOODPLAIN PPS-10827

- DEMOLITION NOTE:**
1. ALL EXISTING PAVEMENT AND RUBBLE WITHIN SITE BOUNDARY WILL BE REMOVED AT TIME OF CONSTRUCTION.
 2. ALL EXISTING BUILDINGS AND STRUCTURES WILL BE REMOVED WITHIN SITE BOUNDARY AT TIME OF CONSTRUCTION.
 3. ALL UNDERGROUND AND ABOVE UTILITIES ON SITE WILL BE REMOVED OR RELOCATED, UNLESS OTHERWISE NOTED.
 4. ALL EXISTING FENCE AND GATES WILL BE REMOVED.



OUTPARCEL 1
803,126 SQ. FT. or
4.6632 AC.
EX. ZONING: R-55
LAND USE: OPEN SPACE/
UTILITY INFRASTRUCTURE

DAVID C. DRISKELL
COMMUNITY PARK

NOTE
FOR LOCATION OF UTILITIES CALL
8-11 OR 1-800-257-7777
OR LOG ON TO
www.call811.com
http://www.missutility.net
48 HOURS IN ADVANCE OF ANY WORK
IN THIS VICINITY
INFORMATION CONCERNING UNDERGROUND
UTILITIES WAS OBTAINED FROM AVAILABLE
RECORDS BUT THE CONTRACTOR MUST
DETERMINE THE EXACT LOCATION AND
ELEVATION OF THE MAINS BY DIGGING TEST PITS
BY HAND AT ALL UTILITY CROSSINGS WELL
IN ADVANCE OF THE START OF EXCAVATION.

I HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF THAT THE PLAN SHOWN HEREON IS CORRECT; THAT THE INFORMATION HAS BEEN TAKEN FROM AVAILABLE RECORDS AND FIELD SURVEYS.
FOR DEWBERRY ENGINEERS INC.

Michael St. Davis
PROFESSIONAL LAND SURVEYOR
MARYLAND REGISTRATION NO. 11033
EXPIRATION DATE: 09/10/2022

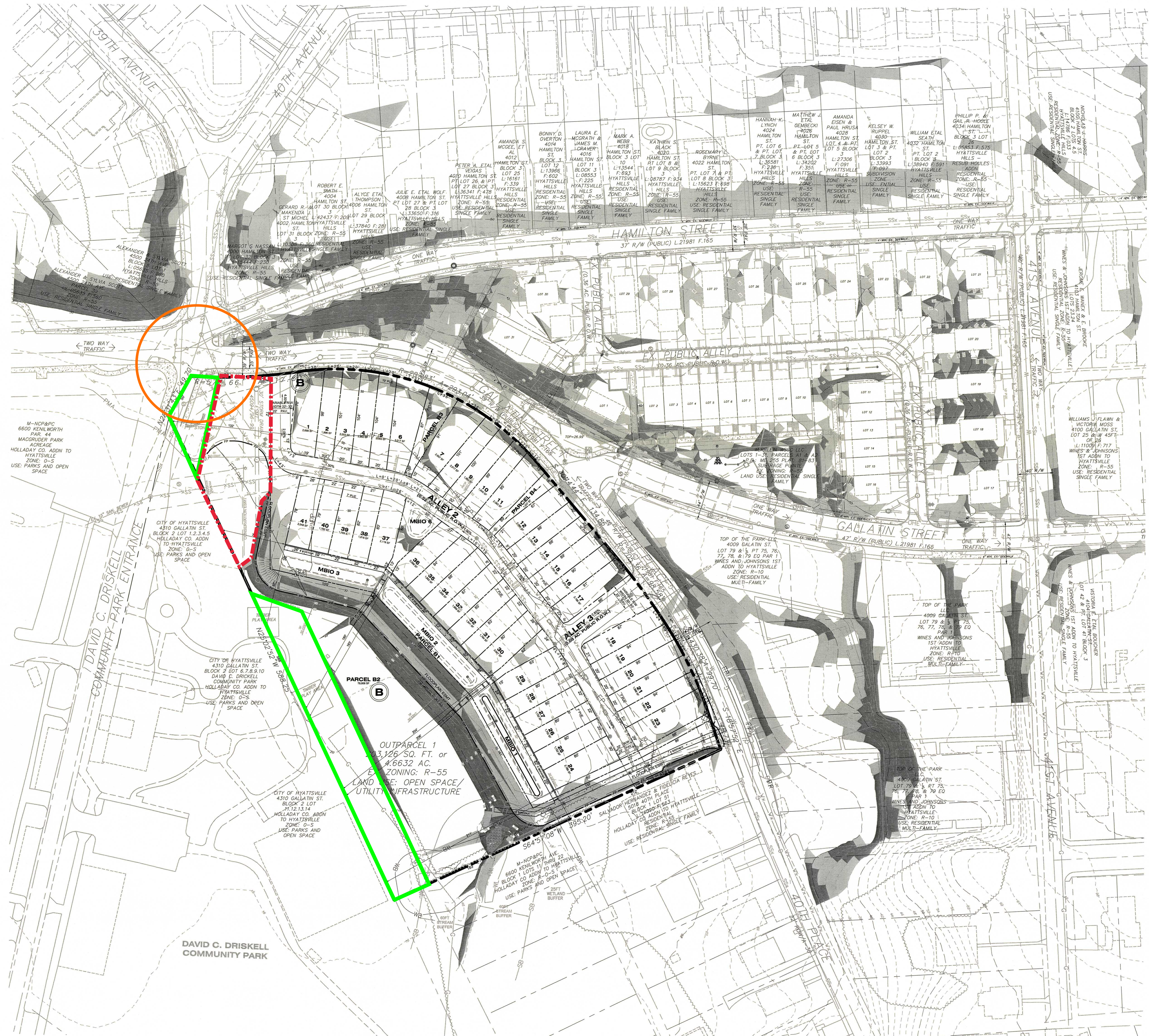


NOT FOR CONSTRUCTION

LEGEND

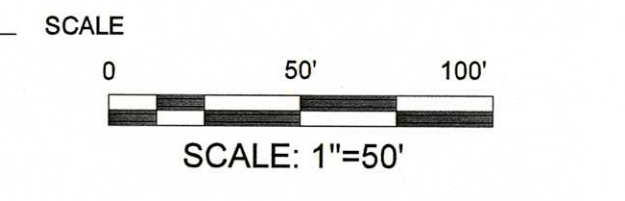
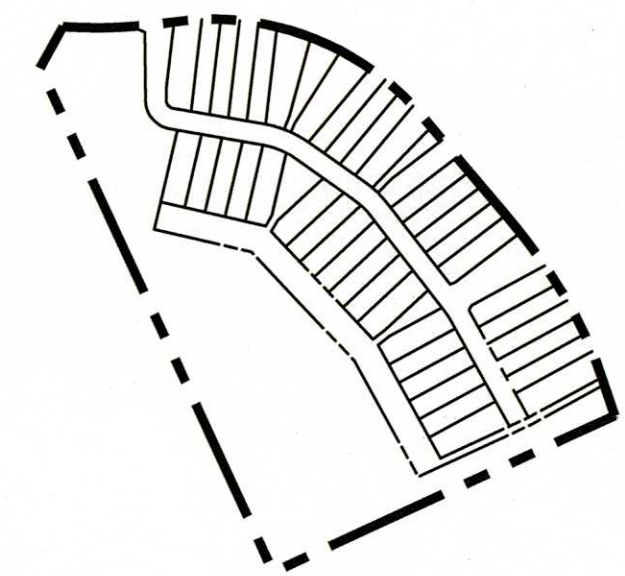
	EXISTING MAJOR CONTOUR
	EXISTING MINOR CONTOUR
	EXISTING BOUNDARY
	EXISTING ADJACENT PROPERTY
	EXISTING GAS LINE
	PRIMARY MANAGEMENT AREA/75' STREAM BUFFER
	EXISTING STREAM
	EXISTING FLOODPLAIN
	EXISTING WATER
	EXISTING SANITARY SEWER
	EXISTING SANITARY SEWER EASEMENT
	EXISTING WATER EASEMENT
	EXISTING STEEP SLOPES 15-25%
	EXISTING STEEP SLOPES 25% OR GREATER
	EXISTING STORM DRAIN
	EXISTING SIDEWALK
	EXISTING BUILDING
	APPROVED FLOODPLAIN FFS-10B27
	APPROVED FLOODPLAIN EASEMENT FFS-10B27
	PROPOSED ROAD RIGHT-OF-WAY
	PROPOSED PROPERTY LINE
	PROPOSED ROAD CENTERLINE
	PROPOSED CURB
	PROPOSED PUBLIC UTILITY EASEMENT
	PROPOSED BUILDING RESTRICTION LINE (BRL)
	PROPOSED STORM DRAIN EASEMENT
	PROPOSED WSSC RIGHT-OF-WAY
	PROPOSED SWM EASEMENT
	PROPOSED SIDEWALK
	PROPOSED SUBDIVISION BLOCK
	PROPOSED PARCEL
	PROPOSED LOT NUMBER

NOTE:
ALL PARCELS HAVE A PROPOSED USE OF OPEN SPACE/ SWM WITH DEDICATION TO THE HOA.



SEAL

KEY PLAN



No.	DATE	BY	Description
REVISIONS			

DRAWN BY: ALD
APPROVED BY: MLB
CHECKED BY: DJS
DATE: JANUARY 2021

TITLE
PRELIMINARY PLAN OF SUBDIVISION PLAN SHEET

DEWBERRY JOB NO. 50099455

NOTE
FOR LOCATION OF UTILITIES CALL 8-1-1 OR 1-800-257-7777 OR LOG ON TO www.cas@11.com http://www.missutility.net
48 HOURS IN ADVANCE OF ANY WORK IN THIS VICINITY
INFORMATION CONCERNING UNDERGROUND UTILITIES WAS OBTAINED FROM AVAILABLE RECORDS BUT THE CONTRACTOR MUST DETERMINE THE EXACT LOCATION AND ELEVATION OF THE MAINS BY DIGGING TEST PITS BY HAND AT ALL UTILITY CROSSINGS WELL IN ADVANCE OF THE START OF EXCAVATION.

I HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF THAT THE PLAN SHOWN HEREON IS CORRECT, THAT THE INFORMATION HAS BEEN TAKEN FROM AVAILABLE RECORDS AND FIELD SURVEYS. FOR DEWBERRY ENGINEERS INC.

Michael B. Davis
MICHAEL B. DAVIS
PROFESSIONAL LAND SURVEYOR
MARYLAND REGISTRATION NO. 10333
EXPIRATION DATE: 09/01/2022

NOT FOR CONSTRUCTION



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-344-FY22

5/16/2022

11.a.

Submitted by: Rommel Sandino
Submitting Department: Legislative
Agenda Section: Discussion

Item Title:
PGCPS School Boundary Initiative Recommendations

Suggested Action:

I move that the Council authorize the Mayor to send a letter to PGCPS CEO, Dr. Goldson, and Board of Education Members on behalf of the City Council to request the consideration of school boundary recommendations that prioritizes keeping our Hyattsville PGCPS communities intact and with minimum disruptions.

Summary Background:

PGCPS launched the Comprehensive School Boundary Initiative in the Fall of 2020 to provide an impartial analysis of current school boundaries, feeder patterns and program locations and to develop scenarios to take full advantage of new and expanded schools and balance school facility utilizations throughout Prince George's County. This initiative also allows for community input on the various scenarios proposed changing the boundaries for Elementary, Middle and High Schools.

There are various scenarios in the Boundary Initiative that will negatively and positively impact Hyattsville PGCPS families and children that should be communicated to Dr. Goldson and Board Members for consideration as final decisions are being made.

Next Steps:

Upon approval, the letter will be drafted and sent.

Fiscal Impact:

N/A

City Administrator Comments:

N/A

Community Engagement:

N/A

Strategic Goals:

Goal 3 - Promote a Safe and Vibrant Community

Legal Review Required?

N/A

[Date]

Dear Dr. Goldson and Members of the PGCPs Board of Education:

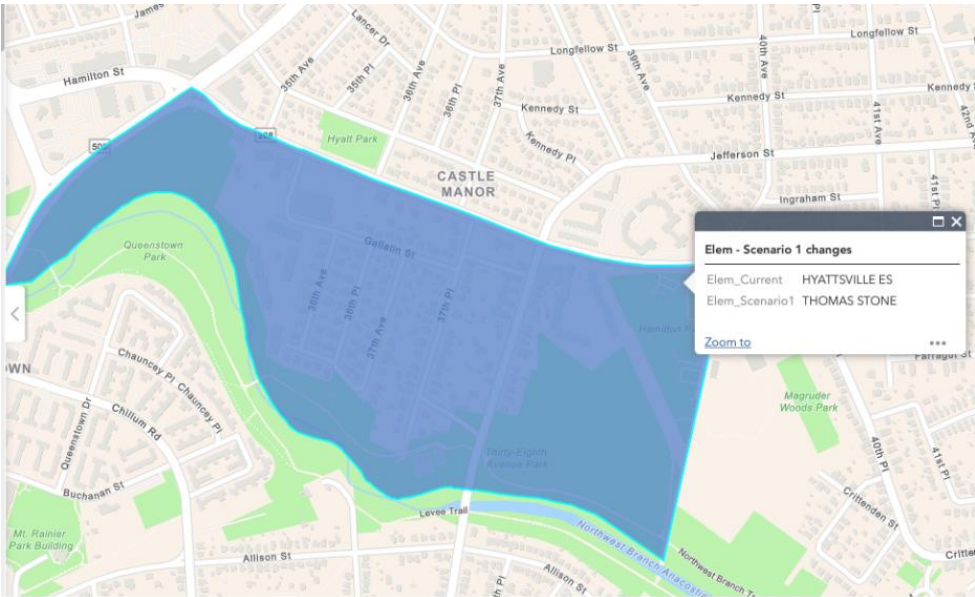
We appreciate your leadership and the commitment of the [Comprehensive School Boundary Initiative](#) in providing an analysis and developing the [various boundaries scenarios](#) that PGCPs will take into consideration the upcoming year to balance school facility utilization across Prince George’s County. We want to share with you our concerns and one agreement with the various school boundaries scenarios that will impact City of Hyattsville PGCPs children. We request you consider our recommendations listed below that prioritize feeder patterns that will keep our communities intact and minimize disruption to Hyattsville families.

Elementary School Scenarios

1. We Disagree with Elementary School Scenario 1 of moving a Hyattsville Elementary (HES) neighborhood to Thomas S. Stone Elementary (TSES)

This neighborhood, south of Hamilton Street, is critical to Hyattsville Elementary School. It has a high concentration of low-income families of color, especially Latinx children, which contributes to Hyattsville Elementary School rich student diversity and continued access to federal funding through its Title 1 status and Blueprint for Maryland’s Future grants for the approximately 70% FARMs families. Moving this neighborhood to Thomas S. Stone Elementary will just serve to increase inequities, especially by the concentration of poverty (already around 85%), and further stretch the TSES Title 1 and Blueprint for Maryland’s Future funds. We are also aware that this proposed change would not alleviate the overcrowding at Hyattsville Elementary School because it would remain at 103% overutilization, which can only be resolved by prioritizing the construction of a new school facility. The Hyattsville Elementary School community and residents have voiced great concern about this change.

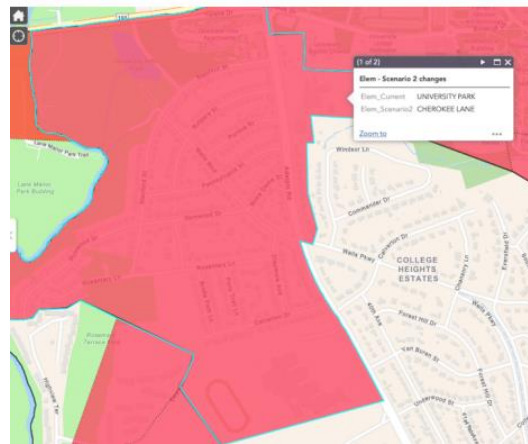
Therefore, **we support a scenario that keeps this neighborhood in its current school boundary of Hyattsville Elementary School.**



2. We Disagree with Elementary School Scenario 2 of moving a subset of families from University Park Elementary (UPES) to Cherokee Lane Elementary (CLES)

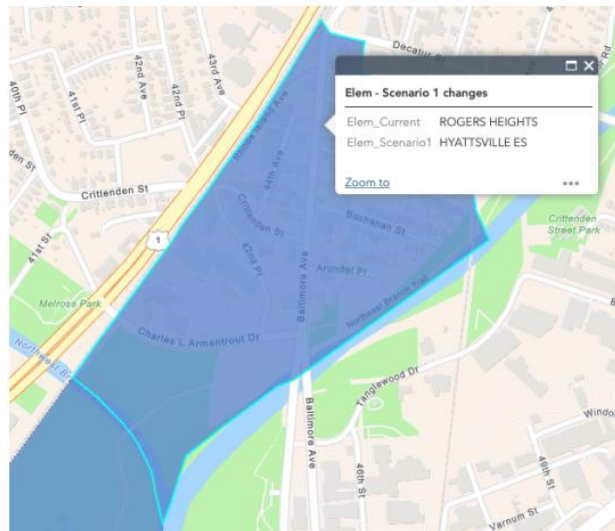
This is another example of a proposed boundary pulling out a neighborhood of the City of Hyattsville families and children away from the municipal resources provided to those students who attend one of the boundary feeder pattern. These students are currently in the feeder pattern from University Park Elementary to Hyattsville Middle and to Northwestern High School. The families impacted by this change have voiced concern.

Therefore, **we support a scenario that keeps these families in their current school boundary of Hyattsville Elementary School.**



3. We Agree with Elementary School Scenario 1 that Reincorporates a Hyattsville Neighborhood to Hyattsville Elementary School Feeder Pattern

This neighborhood is an example of a boundary that pulled out a subset of the City of Hyattsville families away from the municipal resources provided to those students who attend the boundary feeder pattern. This scenario would reincorporate said neighborhood back into Hyattsville Elementary School. A family impacted by this change has voiced their support.

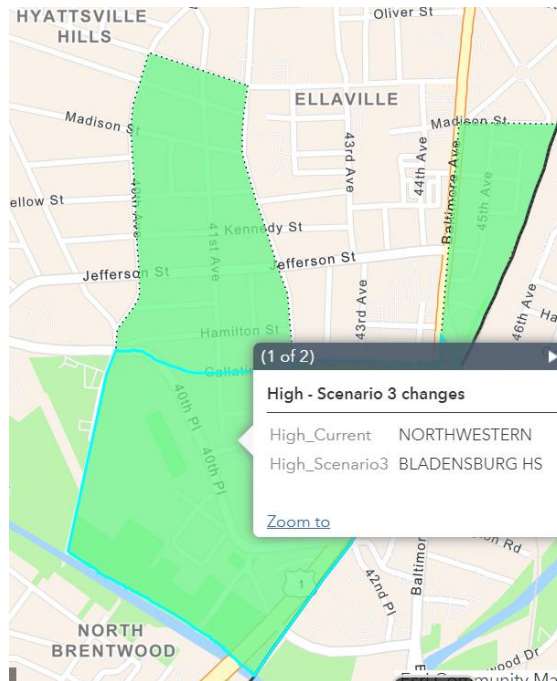


High School Scenario

- 4. We Disagree with High School Scenario 3 that would remove a large number of families from its current feeder pattern of Northwestern High School (NHS) to Bladensburg High School (BHS)**

The students in these neighborhoods would be ripped away from the school communities they will have grown up with in Hyattsville Elementary and Hyattsville Middle School, leading to a lot of disruption in a critical moment in their lives.

Therefore, **we support a scenario that keeps these families in their current feeder pattern to Northwestern High School.**



We want to thank you in advanced for considering our boundary recommendations and look forward to continue collaborating with you on permanent solutions to ensure that the PGCPs families and children that call the City of Hyattsville their home are to equipped to succeed and thrive!

Sincerely,

XXXX



City of Hyattsville

Hyattsville Municipal Bldg
4310 Gallatin Street, 3rd Flr
Hyattsville, MD 20781
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www.hyattsville.org

Agenda Item Report

File #: HCC-356-FY22

5/16/2022

11.b.

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

Item Title:

Hyattsville Ordinance 2022-02: Municipal Gas-Powered Leaf Blower Ban

Suggested Action:

FOR DISCUSSION

Summary Background:

Council authorized a motion in December 2021 to have the City Attorney draft legislation for a municipal gas-powered leaf blower ban and the implementation of a rebate program. Attached is the draft ordinance for an initial Council discussion. The item is tentatively scheduled to return to the Council for a first reading on May 16, with adoption scheduled for June 2. Following this schedule, the Ordinance will be effective by July 1, 2022.

Below are the budget estimates for this program. The FY22 budget adjustments will need to be authorized by the Council in conjunction with the ordinance adoption.

Estimated budget amounts for future Council consideration are itemized by Fiscal Year (FY) below:

- FY22: \$12,000.00
 - o Replace City GPLBs: \$7,000.00
 - o Communications and Outreach: \$5,000.00
- FY23: \$40,600.00
 - o GPLB Rebate: \$40,600.00
 - o Contracted Services to Manage GPLB Rebate: Amount TBD
- FY24: \$10,000.00
 - o GPLB Rebate: \$10,000.00
- Total anticipated budget request: \$62,600.00

Staff Resources Required to Implement:

- Communications support will be needed to ensure a smooth rollout including advance notice and communications.
- Department of Public Works (DPW) support is needed to replace existing City GPLBs and transition City contracts to bar GPLB use.
- Ongoing Code enforcement support will be needed for issuing warnings and citations once the ban is implemented in FY25.

Next Steps:

Council discussion.

Fiscal Impact:

The cost to administer the GPLB buyback program is estimated at \$50,600.

The cost to convert City GPLBs to Electric Leaf Blowers (ELB) is \$7,000.

The need for the Office of Code Compliance actions may be reduced by a robust public outreach campaign. Passage of this motion will create new Office of Code Compliance enforcement responsibilities. The additional cost of Office of Code Compliance enforcement administration may be partially offset by revenue generated from Municipal Infractions.

City Administrator Comments:

Based on the previous City Council discussion, City staff have updated the draft Ordinance to reconcile issues, including:

- Consistency in enforcement hours;
- Definition of hours (Daytime, Evening, Nighttime);
- Distance from public right of way when determining violation;
- Incorporated Violation Fine Amounts;

Community Engagement:

Upon adoption, staff will develop a communications and outreach strategy.

Strategic Goals:

Goal 3 - Promote a Safe and Vibrant Community

Legal Review Required?

Pending

Recommendation to Address Noise and other Impacts from Gas-Powered Leaf Blowers (GPLBs)

SUMMARY OF REQUEST

The Hyattsville Environment Committee (HEC) respectfully proposes that the City Council amend the Chapter 79 noise ordinance to **ban gas-powered leaf blowers** as follows:

- Effective July 1, 2022 - The use of gas-powered leaf blowers **by the City will cease entirely, including city staff and city contracts**. Also, this date will be the start of the 75 percent rebate window for the trade-in of a GPLB for an electric leaf blower (ELB).
- Effective July 1, 2023 – The 75 percent rebate window will end, and the 50 percent rebate window will begin for GPLB trade-ins.
- Effective January 1, 2024 - The 50 percent rebate window will end, and the 25 percent rebate window will begin for GPLB trade-ins.
- Effective July 1, 2024 - the use of GPLB will be **prohibited permanently**, and the 25 percent rebate window for GPLB trade-ins will end.

During this progression toward a ban on gas-powered leaf blowers, HEC proposes that the City support the following HEC initiatives to:

- Conduct bilingual (English and Spanish) education and outreach campaigns directed toward City residents and landscape contractors to facilitate a shift to manual or electric-powered equipment. Also, combine outreach and education on environmental and soil health benefits of allowing leaves to biodegrade in place, a so-called “leave the leaves” campaign.
- Outreach will include County and State property managers within Hyattsville, including MDOT and PGCPs.
- Identify landscape companies that offer “quiet & clean” services without using GPLBs and provide these options to Hyattsville residents and businesses.
- Reach out to any businesses that sell GPLBs. Inform the businesses that they need to post signs that GPLBs will be banned in Hyattsville, similar to the requirement in DC.

THE CASE FOR A BAN

Negative impacts of the use of GPLBs have increasingly become an issue across the country, including Hyattsville. Hyattsville residents routinely complain to City Council members about noise from GPLBs. Many landscape maintenance service providers and some homeowners currently use “two-stroke” GPLBs that generate high levels of noise and harmful pollutants. The nuisance to residents of GPLBs has been magnified by the expansion of telework during the pandemic. To address these issues, many jurisdictions have implemented bans of GPLBs. Nearby, Washington DC and Chevy Chase Village have enacted a ban on GPLBs, effective January 1, 2022.

Using GPLBs comes with high costs for the health and safety of City residents, landscape workers, and the environment, as well as lowering the general quality of life. The justifications for a ban are explained below:

NEGATIVE IMPACTS OF GPLBS

- **Excessive Noise:** GPLBs produce noise levels that greatly exceed those recommended by the World Health Organization (55 decibels or less) (WHO, [Reference](#)). Noise from leaf blowers ranges from 102–115 decibels (“dBs”) at the ear of the operator (*Environ Toxicol Stud Journal*, [Reference](#)) and the lower frequency character noise of GPLBs allows this noise to travel farther and penetrate structures to be noticeably loud in indoor spaces. The U.S. Environmental Protection Agency and the National Institute for Occupational Safety and Health have declared noise levels above 85 dBs to be harmful. This level of noise can damage hearing, interfere with sleep, and increase blood pressure, adrenaline, and heart rates. This excessive noise affects residents and poses significant health risks for the workers using this equipment daily.
- **Pollution Impacts:** GPLBs emit hazardous air pollutants that affect landscape workers as well as City residents and our environment (Walker and Banks, [Reference](#)). The two-stroke engines used in GPLBs burn fuel less completely than the four-stroke engines typically used in cars and other larger equipment. As a result, GPLBs emit significant quantities of ozone-forming chemicals, fine particulate matter, carbon monoxide, and a variety of other toxic air pollutants (Edmunds.com, [Reference](#)).

ELBs are responsible for much lower quantities of these air pollutants, and their emissions occur mostly at power plants rather than in neighborhoods. Notably, GPLBs generate CO₂ at a rate per hour of use some 3 to 9 times higher than ELB. So, while the environmental impacts may be more difficult to perceive, they may be as or more deleterious than the noise created by GPLBs.

- **Harmful Health Impacts:** Pollutants emitted by GPLBs are well-known causes of a number of adverse health impacts (Walker and Banks, WHO, *Environ Toxicol Stud Journal*). Their chemical and particulate pollution can be inhaled by equipment operators and nearby residents. Even short-term exposure can be harmful. Children, seniors, people with chronic illness, and certainly landscape workers are at greatest risk.
- **Impact on Wildlife:** Studies show that birds, frogs, and other wildlife will move to avoid loud noises, reducing the abundance of wildlife in the ecosystem (Francis and Barber [Reference](#), Shannon and McKenna [Reference](#)). Like humans, wildlife is also adversely impacted by the pollution and greenhouse gases generated by GPLBs.

COST ANALYSIS:

In this analysis, we compare the costs to a contractor of using battery-powered vs. gas-powered blower models in these two differing circumstances -- first a small-to-medium blower used for routine cosmetic purposes, and then a large, powerful blower used for fall leaf removal and perhaps some spring cleanups. This cost comparison was developed by the Environment Committee for the Town of Chevy Chase. For a detailed comparison of gas and electric leaf blower costs, refer to Appendix 4.

In addition, we will discuss a recommended City-run rebate program where Hyattsville residents and contractors would be eligible to trade-in used GPLBs for a rebate for the purchase of an ELB.

- **Cost Comparison of Gas and Electric Leaf Blowers:**

- Some landscape contractors contend that a more powerful blower is needed for fall leaf removal -- often involving a large quantity of heavy, wet leaves -- than for routine cosmetic blowing throughout the growing season. In our analysis, we compare the costs to a contractor of using battery-powered vs. gas-powered blower models in these two differing circumstances -- first a small-to-medium blower used for routine cosmetic purposes, and then a large, powerful blower used for fall leaf removal and perhaps some spring cleanups.
- For routine cosmetic purposes where a small to medium blower is needed, we estimate that battery-powered blowers (and corded electric blowers in the limited circumstances where they might be feasible) are nearly 40% less costly than gas-powered blowers for routine clean-up blowing (\$427/yr vs. \$669/yr).
- However, if a more powerful blower with a longer runtime is needed for fall leaf removal and perhaps some spring cleanups, we estimate that a battery-powered blower would be about 80% more costly than a gas blower (\$1,466/yr vs. \$810/yr).
- This analysis is based on 2020 performance and costs of leaf blowers. An analysis that reflects the expected continuing future improvements in battery performance and cost would likely show battery-powered blowers to be more cost-competitive with gas-powered blowers for both cosmetic and more demanding uses. For example, the cost per kWh for battery packs used for electric vehicles and home energy storage is projected to decline by about 2/3 between 2017 and 2024.

- **Rules and Costs for Hyattsville GPLB Trade-In Program:**

- This program is only eligible for Hyattsville households and landscape contractors that provide landscape contractor services to at least 10 Hyattsville properties.

- Consistent with Hyattsville’s “Sanctuary City” status (Ordinance 2017-02), GPLB trade-in eligibility shall not be conditioned on a resident or landscape contractor’s citizenship or immigration status.
- Trade-ins are limited to one gas-powered leaf blower trade-in per household or up to three for landscape contractors.
- Hyattsville households cannot trade-in GPLBs for people that do not reside in Hyattsville. Landscape contractors cannot trade-in GPLBs for other contractors. Doing so would result in a fine.
- The rebate program would run from July 1, 2022 through July 1, 2024. From July 1, 2022 through July 1, 2023, the rebate value will be 75 percent, up to \$150 rebate for a Hyattsville resident or a \$900 rebate for a qualifying landscape contractor (\$300 rebate for up to 3 GPLB trade-ins). From July 1, 2023 through January 1, 2024, the rebate value will be 50 percent, up to \$100 rebate for a Hyattsville resident or a \$600 rebate for a qualifying landscape contractor (\$200 rebate for up to 3 GPLB trade-ins). From January 1, 2024 through July 1, 2024, the rebate value will be 25 percent, up to \$50 rebate for a Hyattsville resident or a \$300 rebate for a qualifying landscape contractor (\$100 rebate for up to 3 GPLB trade-ins). The rebate program will end after July 1, 2024, when the ban will go into full effect.
- For a household, ELB costs are reimbursable up to \$150 during the initial phase.
- For qualifying landscape contractors who provide landscape contractor services to at least 10 Hyattsville properties, the trade-in value of each GPLB (up to three) would be \$300 each during the initial phase.
- Trade-ins would take place at the Hyattsville Department of Public Works building, by appointment only.
- Trade-ins will be conducted after households or landscape contractors purchase replacement ELBs. Hyattsville households or landscape contractors would bring their proof of residency, their old GPLB(s), the new ELB(s) they purchased, and the receipt for the purchase of the ELB(s) to the Hyattsville Department of Public Works building, where city staff will process the reimbursement. Landscape contractors must also provide a list of at least 10 Hyattsville properties where they provide landscape contractor services.
- Trade-in GPLBs will be safely disposed of and not repurposed or resold by the City of Hyattsville.
- The cost for Hyattsville to administer this program is contingent on the number of trade-ins it processes. With roughly 7,150 households, and many landscape contractors, the HEC estimates conservatively that demand for this program could cost roughly \$46,000:
 - If roughly 5 percent of Hyattsville households participate in the trade-in program (360 total) and the average trade-in value was \$110 (of a maximum of \$150) the cost for Hyattsville household trade-ins would be \$39,600. In addition to the households, if twenty landscape contractors participate and the average trade in is 2 leaf blowers (of three max) for a trade-in value of \$275 each (of a maximum of \$300), the additional cost would be \$11,000. As such, the total estimated cost to administer the rebate program would be \$50,600
 - In addition to the cost to administer the rebate program, the City estimates a cost of \$1,500 to replace City GPLBs with ELB and \$5000

to support community outreach and communications. This brings the total estimated cost to \$57,100. **NOTE: Budget appropriation to implement the GPLB ban will be addressed separately and included in the upcoming budget discussions.**

- Although the trade-in period would last multiple years, the largest incentive is for participants to trade in GPLBs during the first year, from July 1, 2022 through July 1, 2023. HEC recommends that the City budget the full estimated amount in FY23 (\$57,100) for year 1 of the rebate program and City GPLB replacement cost, with the expectation that the funding will not be fully expended and can roll over for subsequent years.

- **Non-Cost Benefits**

- It is important to keep in mind that this cost analysis quantifies only the differential costs of gas- and battery-powered blowers to landscapers. The attached qualitative benefits analysis shows that battery-powered blowers offer very significant benefits over gas-powered blowers in terms of both noise and pollution. Moreover, electric motors and their parts last longer than combustion engines. And they do not require gas, oil, or engine maintenance, just charged batteries.

SUMMARY OF BENEFITS:

These are the benefits of switching from GPLBs to corded electric or battery-powered leaf blowers: (More details about the non-economic or qualitative negatives of GPLBs are found under Negative Impacts above.)

- Less noise and its attendant negative impacts
- Significantly reduced adverse effects on physical and mental health
- Considerable reduction in air pollution and greenhouse gases
- Protection of wildlife
- Improved landscape worker health and safety
- General improvement in quality of life

SUMMARY OF FINDINGS:

Following extensive analysis and consideration, the Hyattsville Environment Committee, respectfully requests that the City Council move to adopt our proposed phased program to ban the use of gas-powered leaf blowers.

To support this request, the Hyattsville Environment Committee has provided the following Appendix items:

- Studies of Health Impacts (Appendix 1)
- Proposed enforcement protocol (Appendix 2)
- FAQs on a gas-powered leaf blower ban (Appendix 3)
- Gas and electric cost comparison (Appendix 4)

Appendix 1 - Studies on Health Impacts

Leaf blowers produce 49 times more PM than a 2000 model automobile, and almost 500 times as much hydrocarbons. Palliser, (2010):

Effects of PM Exposure on Sensitive Groups like the elderly, people with chronic pulmonary disease, pre-existing heart diseases and the chronically ill are particularly vulnerable ((Valavanidis, et al., 2008).]

“Burden of Disease from Environmental Noise,” World Health Organization, 2011.

https://www.who.int/quantifying_ehimpacts/publications/e94888/en/

Two-Stroke Engines in Landscape Maintenance: A Growing Public Health Problem. Walker, E. and Banks, J. L. (2016). Institute of Noise Control Engineering.

<https://www.ingentaconnect.com/contentone/ince/incecp/2016/00000252/00000002/art00012>

Airborne particulate matter and human health: toxicological assessment and importance of size and composition of particles for oxidative damage and carcinogenic mechanisms.

Valavanidis, A., Fiotakis, K. and Vlachogianni, T. (2008). *Journal of Environmental Science and Health, Part C*, 26(4), 339-362. Retrieved from

<https://www.tandfonline.com/doi/abs/10.1080/10590500802494538>

Emissions Test: Car vs. Truck vs. Leaf Blower. Edmunds.com, Jason Kavanaugh, Dec. 5,

2011. <https://www.edmunds.com/car-reviews/features/emissions-test-car-vs-truck-vs-leaf-blower.html>

Hamra, G. B., N. Guha, A. Cohen, F. Laden, O. Raaschou-Nielsen, J. M. Samet, P. Vineis, et al. 2014. “Outdoor Particulate Matter Exposure and Lung Cancer: A Systematic Review and Meta-Analysis.” *Environmental Health Perspectives* 122 (9): 906- 911.

<http://dx.doi.org/10.1289/ehp/1408092>.

Francis, C., Barber, J. 2013. “A framework for understanding noise impacts on wildlife: an urgent conservation priority”. *Frontiers in Ecology and the Environment*.

<https://doi.org/10.1890/120183>

Shannon G., McKenna M., et al. 2015. “A synthesis of two decades of research documenting the effects of noise on wildlife”. *Biological Reviews*.

<https://doi.org/10.1111/brv.12207>

Appendix 2 – Proposed Enforcement Protocols

During the rebate period of July 1, 2022 through July 1, 2024, citations for GPLB use infractions shall not be issued. The focus during this time will be community outreach and public education.

Citations for GPLB use following July 1, 2024 will be issued by the Office of Code Compliance and not Hyattsville Police.

Following full implementation of the ban on July 1, 2024, citations shall be issued using the escalation matrix below:

- 1st offense: City issues a warning/educational letter to the property owner and landscape contractor. Include a copy of the quiet landscape contractor list.
- 2nd offense: City issues a warning/educational letter to the property owner and landscape contractor including notice that they will be fined if there are subsequent violations. Include a copy of the quiet landscape contractor list.
- 3rd offense: City issues a citation to the property owner for \$100 and a copy of the quiet landscape contractor list.
- 4th and subsequent offenses: City issues a citation to the property owner for \$250 and a copy of the clean and quiet contractor list.

Appendix 3 – FAQs on Gas-Powered Leaf Blower Ban

Question 1: What would a shift from GPLBs to battery-powered blowers mean in terms of carbon dioxide emissions?

Answer: Emissions from gas-blowers are substantially higher.

- Among large, powerful blowers suitable for fall leaf removal -- about 3 ½ x higher
- Among small/medium blowers suitable for routine cosmetic blowing -- about 9 x higher

Question 2. Aren't GPLBs just a "first-world problem," for privileged people with too much time on their hands?

Answer: On the contrary: indifference to the public-health and environmental-justice aspects of this issue reflects more of a "first-world" attitude.

The people most at risk of experiencing health issues caused by exposure to GPLBs emissions, inhalation of fine particulates, and hearing loss are the lawn workers who may be handling this equipment many hours a day, many days a week. These workers are typically low-wage, non-English speaking, and unlikely to be covered by health insurance; often they use the equipment without ear or nose protection.

Question 3: Are there any realistic alternatives to GPLBs?

Answer: Yes, and increasingly so. The revolution in battery technology is one of the fastest-developing fields of high-tech improvement. The demand for battery-powered transportation systems, from cars to aircraft, and the ceaseless expansion of battery-powered mobile equipment is rapidly driving down the cost and weight, and driving up the power and durability, of portable batteries. Lawn-equipment manufacturers are responding with a rapid sequence of new clean, dramatically quieter leaf blowers and other equipment.

Question 4: Is noise from GPLBs more than just a nuisance?

Answer: Yes. Increasing public-health evidence shows that rising exposure to urban and suburban noise has measurable effects on physical and mental health, especially in children and older populations. (WHO, 2011 - "Burden of Disease from Environmental Noise,").

Question 5: How can GPLBs be important enough to care about?

Answer: Compared with automobiles and power plants, two-stroke engines are a relatively small portion of total fossil-fuel use and polluting emissions. But they are anomalously inefficient: At a time when auto and aircraft engines are becoming dramatically cleaner and when power plants are moving to more sustainable energy sources, two-stroke engines are grossly dirty, dangerous, wasteful, and polluting. The easiest benchmark comparison: *using a standard two-stroke engine for 30 minutes puts out as much hydrocarbon and fine*

particulate aerial pollutants as driving a new Ford F-150 pickup truck some 3800 miles.

Because of their dirty inefficiency, two-stroke engines have been phased out of nearly all uses other than lawn equipment. Scooter and motorcycle makers have moved beyond them. As part of their environmental clean-up plans, many Asian and Latin American cities with serious air pollution problems have outlawed two-stroke engines.

Question 6: Have other US cities banned GPLBs?

Answer: Yes, and this list is growing. The largest City in the US to ban GPLBs is Los Angeles, with a population of more than two million. Nearby, Washington DC has a ban that will take effect January 1, 2022.

Appendix 4 – Cost Comparison of Gas and Electric Blowers

COST COMPARISON OVERVIEW: GAS VS. BATTERY

	Gas	Battery	Corded	Handheld	
What are the relative costs of gas and battery leaf blowers <u>for moderately demanding commercial work</u> ? (Relatively powerful backpack blower for spring cleanup and fall leaf removal -- 12 weeks/yr, 5 days/week, 4 hrs blowing/day)	\$810	\$1,466	\$882	Infeasible	Total annual cost/yr for one blower
What are the relative costs of gas and battery leaf blowers <u>for routine commercial work</u> -- 1x/week during growing season blow off lawn and hard surfaces? (Small backpack or maybe large handheld blower -- 32 mows/property per season, 26 weeks/yr, 5 days/week, 1 hr blowing/day)	\$669	\$427	Too costly	\$318	Total annual cost/yr for one blower
Sensitivity analysis -- cost comparison <u>for routine commercial work</u> during growing season, but assume that contractor already has the gas-powered equipment in new condition (i.e., no capital cost for this eqpt) and must purchase battery-powered to switch. Also assume 1 more battery set is needed per battery-powered blower than in base case. CONCLUSION: BATTERY-POWERED IS STILL LESS COSTLY THAN GAS- POWERED, THOUGH THE COST ADVANTAGE SHRINKS BY ABOUT 40%.	\$613	\$473	Too costly	\$374	Total annual cost/yr for one blower
What is the capital cost for a very small landscaper (2 blowers, owner + 1 helper) to switch over immediately from gas currently to battery?		\$ 4,898			
What is the capital cost/yr for a medium sized landscaper (8 blowers, 2 crews) to make this switch over a period of three years?		\$ 6,531			
What is the capital cost/yr for a large landscaper (40 blowers, 8 crews) to make this switch over a period of three years?		\$ 32,653			

CONTRACTOR COST COMPARISON BREAKDOWN: GAS VS. BATTERY

Case #1: Moderately demanding work -- relatively powerful commercial backpack blower to be used for spring cleanup and fall leaf removal. Or perhaps corded blower, but substantial logistical issues.

<u>Cost elements</u>	<u>Gas</u>	<u>Battery</u>	<u>Corded, if possible</u>
Capital costs			
Cost of leafblower (w/o fuel or battery)	\$ 470	\$ 499	\$ 65
Cost of one battery or one corded setup (100 ft cord, reel)		\$ 750	\$ 39
# of batteries needed/blower, or corded setups/blower	0	5.3	1
Cost of in-truck battery recharging station (TOO COSTLY FOR THIS CASE)	\$ -	\$ -	\$ -
Total capital cost	\$ 470	\$ 4,499	\$ 104
Annual total capital cost (simple amortization over useful life)	\$ 118	\$ 1,100	\$ 61
Annual cost for fuel or electricity (corded assumed free)	\$ 300	\$ 5	\$ -
Add'l annual labor cost: refill fuel or swap out/recharge batteries or manage cords	\$ 318	\$ 336	\$ 806
Annual cost for equipment maintenance	\$ 75	\$ 25	\$ 15
Total Annual Cost	\$ 810	\$ 1,466	\$ 882

Case #2: For routine blowing -- yard and hard surface cleaning during growing season, roughly weekly. Remove or spread grass trimmings, etc. -- Small backpack blower or maybe handheld

<u>Cost elements</u>	<u>Gas</u>	<u>Battery</u>	<u>Battery - handheld</u>
Capital costs			
Cost of leafblower (w/o fuel; w/battery set)	\$ 280	\$ 399	\$ 329
Cost of additional battery set (2 batteries; 1 for handheld)		\$ 366	\$ 225
# of battery sets needed/blower	\$ -	\$ 1	\$ 1
Cost of in-truck battery recharging station (TOO COSTLY FOR THIS CASE)		\$ -	\$ -
Total capital cost	\$ 280	\$ 399	\$ 329
Annual total capital cost (simple amortization over useful life)	\$ 56	\$ 67	\$ 55
Annual cost for fuel or electricity	\$ 86	\$ 1	\$ 1
Add'l annual labor cost to refill fuel or swap out & recharge batteries	\$ 478	\$ 340	\$ 243
Annual cost for equipment maintenance	\$ 50	\$ 20	\$ 20
Total Annual Cost	\$ 669	\$ 427	\$ 318

