

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_6CnpUjcDQKqfOY3cplTwWA

Monday, December 6, 2021

7:00 PM

Virtual

City Council

Mayor Kevin Ward

Robert S. Croslin, Council President, Ward 2

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, December 6, 2021 remotely via video conference. The Council meeting will be conducted entirely remotely; there will be no in-person meeting attendance.

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

PUBLIC PARTICIPATION:

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https://us06web.zoom.us/webinar/register/WN_6CnpUjcDQKqfOY3cplTwWA

1. Call to Order and Council Roll Call**2. Pledge of Allegiance to the Flag****3. Approval of Agenda****4. Approval of the Minutes****4.a) Approval of the Minutes**[HCC-184-FY22](#)

I move that the Mayor and Council approve the minutes of the Council meeting of September 20, 2021.

Sponsors: City Administrator

Department: City Clerk

Attachments: [Minutes CM September 20 2021 FINAL](#)

5. Public Comment (7:10 p.m. – 7:20 p.m.) Complete Speaker Card, Limit 2 minutes per speaker**6. Community Notices and Meetings (7:20 p.m. - 7:25 p.m.)**

- 6.a) **Main City Calendar: December 7 - December 20, 2021** [HCC-191-FY22](#)

N/A

Sponsors: City Administrator

Attachments: [Main City Calendar December 7 - December 20, 2021 FINAL](#)

7. City Administrator Update (7:25 p.m. - 7:40 p.m.)

8. Presentations (7:40 p.m. - 8:20 p.m.)

- 8.a) **FY22 Strategic Communications Report and Website/Newsletter Updates** [HCC-183-FY22](#)

Presentation.

Sponsors: City Administrator

Department: Communications

Attachments: [Abridged-FY 22 Communications Presentation for Council](#)

- 8.b) **Avalon Bay - Preliminary Plan of Subdivision** [HCC-174-FY22](#)

Presentation only.

Sponsors: City Administrator

Department: Community & Economic Development

Attachments: [Presentation Memo - Avalon Bay - PPS](#)
[City Hyattsville Presentation](#)
[RoadSection](#)
[MPG ALTASurvey 20070510 ENTIRE MALL - with Subdivided Parcel](#)
[Shown](#)

- 8.c) **PEPCO EVsmart Public Charging Network** [HCC-175-FY22](#)

Presentation only.

Sponsors: City Administrator

Department: Community & Economic Development

Attachments: [PEPCO EV Charger Presentation](#)

9. Proclamations (8:20 p.m. - 8:25 p.m.)

9.a) Proclamation Recognizing the Northwestern High School Varsity Boys Soccer Team as the 2021 State Champions [HCC-189-FY22](#)

I move that the Mayor and Council adopt a proclamation recognizing the Northwestern Wildcats Varsity Boys Soccer Team as the 2021 Maryland Public Secondary Schools Athletic Association 4A State Champions.

Sponsors: City Administrator

Attachments: [CM 1206 NWHS Varsity Soccer State Champions 2021](#)

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

10.a) MOU with the Metropolitan Washington Council of Governments (AFIS) [HCC-167-FY22](#)

I move that the Mayor and Council authorize the City Administrator to sign Memorandum of Understanding with the Metropolitan Washington Council of Governments on behalf of the Hyattsville City Police Department to continue as a regional participating jurisdiction with the Regional Automated Fingerprint Identification System (AFIS) and authorize the city to expend an amount not to exceed \$8,194.

Sponsors: City Administrator

Department: Police Department

Attachments: [Cog](#)

10.b) MOU with the Metropolitan Washington Council of Governments (LPR) [HCC-168-FY22](#)

I move that the Mayor and Council authorize the City Administrator to sign a Memorandum of Understanding with the Metropolitan Washington Council of Governments on behalf of the Hyattsville City Police Department to continue as a regional participating jurisdiction with the Law Enforcement License Plate Readers (LPR) Program and authorize the City to expend an amount not to exceed \$1,207.00.

Sponsors: City Administrator

Department: Police Department

Attachments: [LPR](#)

10.c) Vaccine Incentive Program for City Employees[HCC-170-FY22](#)

I move that the Mayor and Council adopt a Vaccine Incentive Program for City Employees to incentivize employees to become inoculated from COVID-19, costs not to exceed \$75,000 and paid for using American Rescue Plan funds.

Sponsors: City Administrator

Department: City Administrator

Attachments: [Vaccine Incentive Program Memo to Council](#)

10.d) Purchase of DPW Backup Generator[HCC-172-FY22](#)

I move that the Mayor and Council authorize the City Administrator to accept the proposal from Graybar for the purchase of a backup generator for the Department of Public Works facility for an expenditure not to exceed \$130,000, pending legal review.

Sponsors: City Administrator

Department: Public Works

Attachments: [HiPower-239436849](#)
[DS HRJW 240 T4F \(1\)](#)
[EV2370 Executed Master Contract Graybar 12 26 2017](#)
[Amendment No 1 to EV2370](#)

10.e) DPW Turnkey Solar Power Installation[HCC-173-FY22](#)

I move that the Mayor and Council authorize the City Administrator to accept the proposal from Altenergy for the design and installation of a Turnkey Solar Power System at the Department of Public Works new facility for an expenditure not to exceed \$100,000 pending legal review.

Sponsors: City Administrator

Department: Public Works

Attachments: [Hyattsville Solar RFP_Final](#)

10.f) Hybrid Meetings: Phase 1 - IT Hardware[HCC-177-FY22](#)

I move that the City Council authorize the City Administrator to proceed with the acquisition of laptops and associated hardware from GHE Technologies Inc., at a cost not to exceed \$25,000, for the purpose of providing hardware necessary to support the City Council's transition to a hybrid meeting solution.

Sponsors: City Administrator

Department: Information Technology

Attachments: [Memo - IT Hardware Acquisition - Hybrid Meetings - November 30 2021](#)
[GHE Quote 2465957](#)

10.g) Purchase of Road Salt[HCC-178-FY22](#)

I move that the Mayor and Council authorize the City Administrator to enter into an agreement with Morton Salt for an expenditure not to exceed \$35,000, pending legal review.

Sponsors: City Administrator

Department: Public Works

10.h) Acceptance of Donation of Bloodhound for HCPD[HCC-179-FY22](#)

I move that the Mayor and Council accept the donation of a Bloodhound breed puppy from Bluegrass Bloodhounds in Kentucky to assist the Police Department with tracking missing persons and vulnerable adults. The donation of this specialized tracking breed includes all required registration documents that identifies the breeds authenticity.

Sponsors: City Administrator

Department: Finance

10.i) FY22 Grant Acceptance and Budget Appropriation Amendment: FEMA COVID-19 Reimbursement Grant[HCC-182-FY22](#)

I move that the Mayor and Council authorize the City Administrator to accept the Federal Emergency Management Agency (FEMA) COVID-19 Reimbursement Grant of \$97,103 for prior expenses through September 30, 2021 and authorize the Treasurer to amend the FY22 Special Revenues Funds Budget to establish a FEMA Reimbursement Grant Fund and appropriate the amount not to exceed \$291,309 for estimated COVID-19 vaccine and testing site costs from October 1, 2021 to June 20, 2021 which will be 100% reimbursed by FEMA.

Sponsors: City Administrator

Department: Finance

Attachments: [City of Hyattsville FEMA Grant DR4491 PW272 \(1\)](#)

10.j) Zoning Variance Request V-98-21 - 6213 43rd Avenue, Hyattsville [HCC-187-FY22](#)

I move that the City Council authorize the Mayor to provide correspondence to the Prince George's County Board of Zoning Appeals in support of V-98-21, a variance request to validate three (3) existing conditions pertaining to minimum lot size, lot frontage, and side yard depth at the subject property, 6213 43rd Avenue, Hyattsville.

Sponsors: City Administrator

Department: Community & Economic Development

Attachments: [Memo - V-98-21 FINAL](#)
[City of Hyattsville Zoning Variance Policy Statement & Variance Process ENGLISH](#)
[V-98-21 Binder](#)
[Letter Opposing Zoning Variances](#)

10.k) Memorandum of Understanding with Hyattsville Aging in Place in Support of the City's Enhanced Mobility Options Program [HCC-188-FY22](#)

I move that the Mayor and City Council authorize the City Administrator to enter into a Memorandum of Understanding with Hyattsville Aging in Place in support of the City's Enhanced Mobility Options Program.

Sponsors: City Administrator

Attachments: [FINAL EM MOU HVL + HAP](#)

11. Action Items (8:30 p.m. - 9:00 p.m.)**11.a) Former KFC at Queens Chapel Town Center - Amendment to Conditions of Approval** [HCC-176-FY22](#)

I move that the City Council authorize the Mayor to provide correspondence to the Prince George's County Office of the Zoning Hearing Examiner in opposition to the applicant's request to eliminate Condition 3c of Planning Board Resolutions No. 11-07 and No. 11-08. The Subject Property is less than 0.25 miles from the West Hyattsville Metro Station and a continuation of the drive-through use is in direct contradiction to the vision and guidelines of the West Hyattsville Transit District Development Plan.

Sponsors: City Administrator

Department: Community & Economic Development

Attachments: [Action Memo - QCTC - Table of Uses Amendment - Final](#)
[Council Materials 10.04.21 QCTC](#)
[Maisel QCTC Presentation](#)

11.b) Letter of Support: Prince George's County Climate Action Plan[HCC-190-FY22](#)

I move that the Council authorize the Mayor to send a letter of support to Prince George's County in favor of the draft Prince George's County Climate Action Plan.

Sponsors: Ward, Haba and Simasek

Department: Legislative

Attachments: [December 2021 support Climate Action Plan](#)

12. Discussion Items (9:00 p.m. - 9:15 p.m.)**12.a) Municipal Gas-Powered Leaf Blower Ban**[HCC-185-FY22](#)

I move that the Mayor and Council direct the City Attorney to draft an ordinance to ban gas-powered leaf blowers (GPLBs) 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 GPLBs towards the purchase of an electric leaf blower.
- 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 gas-powered leaf blowers will be prohibited permanently, and the 25 percent rebate window will end for GPLB trade-ins.

In addition, and effective immediately, any resident or landscape contractor that uses all-electric lawn and landscape equipment (mower, string trimmer, blower etc.) can begin work at 7:00 a.m. rather than 8:00 a.m.

I move the Mayor and Council implement a City run rebate program where Hyattsville residents and contractors would be eligible to trade-in used GPLBs for a rebate towards the purchase of an electric leaf blower (ELB). I further move the Council allocate \$52,100 to the FY22 budget (\$50,600 for the GPLB trade-in program, \$1,500 to replace City GPLBs).

Sponsors: Schaible, McClellan and Simasek

Department: Legislative

Attachments: [HCC-185-FY22 Phased-in Municipal Gas-Powered Leaf Blower Ban Motion \(2\)](#)
[HCC-185-FY22 Recommendation to Address Noise and other Impacts from GPLB \(2\)](#)
[HCC-185-FY22 Leaf Blower Cost Comparisons](#)

13. Council Dialogue (9:15 p.m. - 9:30 p.m.)

14. Motion to Adjourn



City of Hyattsville

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

Agenda Item Report

File #: HCC-184-FY22

12/6/2021

4.a)

Submitted by: Click or tap here to enter text.

Submitting Department: Choose an item.

Agenda Section: Choose an item.

Item Title:

Approval of the Minutes

Suggested Action:

I move that the Mayor and Council approve the minutes of the Council meeting of September 20, 2021.

Summary Background:

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

Next Steps:

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

Fiscal Impact:

N/A

City Administrator Comments:

Recommend approval.

Community Engagement:

N/A

Strategic Goals:

Goal 1 - Ensure Transparent and Accessible Governance

Legal Review Required?

N/A



REGULAR MEETING OF THE CITY COUNCIL, HYATTSVILLE MD MONDAY, SEPTEMBER 20, 2021 6:00 PM

Kevin Ward, Mayor
Robert Croslin, Council President, W2
Danny Schaible, Council Vice President, W2
Sam Denes, W1
Ben Simasek, W3
Jimmy McClellan, W3
Edouard Haba, W4 (*Arrived at 6:11 p.m. Departed at 7:00 p.m.*)
Daniel Peabody, W4
Joseph A. Solomon, W5 (*Arrived at 6:11 p.m.*)
Rommel Sandino, W5

Absent: None

Also present were the following City staff members:
Tracey Douglas, City Administrator
Jim Chandler, Assistant City Administrator
Ron Brooks, City Treasurer
Scott Dunklee, Acting Chief Hyattsville City Police Department
Lesley Riddle, Director of the Department of Public Works
Sandra Shephard, Director of Community Services
Laura Reams, City Clerk
Sean Corcoran, Deputy City Clerk
Reggie Bagley, Emergency Services Coordinator
Cheri Everhart, Community Services Manager
Hal Metzler, Deputy Director of the Department of Public Works
Kate Powers, City Planner
Zach Peters, Board of Supervisors of Elections

Meeting Notice:

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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:

Public comment may be made using the e-comment feature at www.hyattsville.org/meetings or by emailing cityclerk@hyattsville.org. All electronic comments must be submitted by 4 PM on September 21, 2021. Comments received will be read by City staff during the public comment portion of the meeting.

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

https://us06web.zoom.us/webinar/register/WN_li8C0RW0RPG462vWAD4Quw



REGULAR MEETING OF THE CITY COUNCIL, HYATTSVILLE MD

MONDAY, SEPTEMBER 20, 2021 6:00 PM

1. Call to Order and Council Roll Call

Mayor Kevin Ward called the meeting to order at 6:07 p.m.

2. Pledge of Allegiance to the Flag

3. Approval of Agenda

AMENDMENTS

ADD a Moment of Silence after the Pledge of Allegiance in honor of Christa Beverly, wife of former Prince George's County Executive Rushern Baker.

AMEND the closed session language to remove the City Attorney from the motion language.

RESULT:	APPROVED, AS AMENDED [UNANIMOUS]
MOVER:	Croslin
SECONDER:	N/A
AYES:	Ward, Croslin, Schaible, Denes, Simasek, McClellan, Haba, Peabody, Solomon, Sandino
ABSENT:	N/A

4. Approval of the Minutes

4.a) Approval of the Minutes

[HCC-73-FY22](#)

Sponsor: At the Request of the City Administrator

Co-Sponsor(s): N/A

[Minutes May 17 2021 CM FINAL](#)

[Minutes June 7, 2021 Meeting 1 of 2 2021 CM FINAL](#)

[Minutes June 7, 2021 Meeting 2 of 2 2021 CM FINAL](#)

I move that the Mayor and Council approve the minutes of the Council meetings of May 17, 2021, June 7, 2021 at 12:00 p.m., and June 7, 2021 at 7:00 p.m.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Croslin
SECONDER:	Peabody
AYES:	Ward, Croslin, Schaible, Denes, Simasek, McClellan, Haba, Peabody, Solomon, Sandino
ABSENT:	N/A

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

Claire Panak addressed the Mayor and Council in support of traffic calming measures on Oliver Street and expressed displeasure with the delays of implementation. Ms. Panak stated that she



REGULAR MEETING OF THE CITY COUNCIL, HYATTSVILLE MD

MONDAY, SEPTEMBER 20, 2021 6:00 PM

felt all interns of the City should receive compensation and asked that better oversight be developed for animal control in the City.

Gloria Felix-Thompson addressed the Mayor and Council recalled a meeting of the Code Compliance Advisory Committee in which several recommendations were made with regard to animal control and encouraged the Body to act on the items.

Reva Harris addressed the Mayor and Council expressing appreciation for the continued partnership between the Hyattsville Life and Times and the City of Hyattsville. Ms. Harris noted that the paper and its volunteers were recently recognized by the National Newspaper Awards and thanked the City and its residents.

Nihar Shah, the developer of 6400 America Boulevard, addressed the Mayor and Council expressing gratitude for the partnership with the City and describing the project and its benefits to the community.

Greg Smith addressed the Mayor and Council in opposition to Werrlein construction and several, repeated, alleged offenses and building violations. Mr. Smith also expressed opposition to the countywide zoning map amendment and violations there in requesting full transparency from developers.

Ward 2 resident David Marshall addressed the Mayor and Council in opposition to traffic calming measures on Oliver Street and inquired as to the responsibility of the consultant that was being considered to assist in the distribution of American Rescue Plan Act (ARPA) funds.

6. Motion to Close (6:20 p.m. - 7:20 p.m.)

6.a) Motion to Close

[HCC-76-FY22](#)

Sponsor: At the Request of the City Administrator

Co-Sponsor(s): N/A

I move the Mayor and Council close the Council Meeting of September 20, 2021, to consult with ~~the City Attorney and~~ staff about litigation and to discuss contract negotiations related to the acquisition of property. The reasons for closing the meeting under these exceptions are to maintain legally required confidentiality regarding litigation and contract negotiations.

This session will be closed under the authority of the Annotated Code of Maryland State Government General Provisions Article Section 3-305 (b) (3) to consider the acquisition of real property for a public purpose and matters directly related thereto"; and (b)(8) consult with staff, consultants, or other individuals about pending or potential litigation.



REGULAR MEETING OF THE CITY COUNCIL, HYATTSVILLE MD

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RESULT:	APPROVED [UNANIMOUS]
MOVER:	Croslin
SECONDER:	Solomon
AYES:	Ward, Croslin, Schaible, Denes, Simasek, McClellan, Haba, Peabody, Solomon, Sandino
ABSENT:	N/A

The Council entered closed session at 6:28 p.m. and adjourned at 7:00 p.m. on a motion by **Council President Robert Croslin** and seconded by **Ward1 Councilmember Sam Denes**.

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

City Administrator Tracey Douglas addressed the Mayor and Council with updates regarding City events and programming beginning her report by addressing comments submitted in the Public Comment portion of the meeting. She explained that due diligence had been conducted regarding resident concerns with construction projects in the area and transferred the onus of response to Assistant City Administrator Jim Chandler.

Mr. Chandler explained that both he and Director of Department of Public Works (DPW) Lesley Riddle had held conversations with representatives from the Maryland Department of the Environment (MDE) and were awaiting responses regarding alleged violations of land developers withing the incorporated City limits of Hyattsville. Ms. Douglas supplemented that she had recently spoken with County representatives who, she was told, were preparing a stop work order that would be issued to developers found in breach of building regulations.

City Administrator Douglas brought attention to the Ward 1 Special Election in which Ms. Joanne Waszczak was elected to finish the two (2) years left on the Ward 1 Councilmember term left vacant by the election of Kevin Ward as Mayor. She thanked all involved in the successful event noting that Ms. Waszczak's oath of office ceremony would be held October 4th.

Ms. Douglas reported that Sandra Shepard had been hired to serve as the Community Services and Programs Director describing her background and qualifications and that Nyeem Nasir had been hired by the Hyattsville City Police Department (HCPD) as a law enforcement officer noting his previous experience with Arlington County Sheriff's Office.

The City Administrator updated the Body regarding the ongoing COVID-19 health crisis stating that an upward trend in virus contraction was evident in the area and provided information as to how residents could receive the vaccine and testing for the virus. She cited October 25th through the 29th as Economic Development Week and detailed the events of each day relaying that it was a beneficial opportunity for the City and its small businesses.

Ms. Douglas provided information regarding the City's allocation of funds from the American Rescue Plan Act (ARPA) stating that \$8.9M of the \$17.9M of the funds had been received and explained that \$2.5M would go toward contracts, professional services, supplies, capital expenditures, and salaries. She noted that a Professional Consultant had been selected and a



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temporary staff member was being sought to evaluate plans, receive community and Council input, develop a spending plan and to manage grant programs and the application process.

Ms. Douglas relayed information regarding the Hyattsville Mini-Camp Days at Driskell Park citing youth programming including in-person tutoring and mentoring and other activities. She informed the Body about upcoming events such as the continuation of diaper distributions and the Back-to-School-a-Thon which provided 200 bags containing school supplies and other resources for students.

Administrator Douglas reported that the City would begin charging fees for use of the electric vehicle charging stations noting that there were 18 located throughout the City that had previously been free of charge since August 2018. She further described that the City was able to acquire the stations as a result of State grant funding and was the only City in the area equipped with a fast-charging station. Ms. Douglas stated that beginning on October 1, 2021, a fee of \$2.00 would be charged for use of the charging stations as well as a \$0.20 per minute charge thereafter with revenue being divided between Hyattsville and the Electric Vehicle Institute of Baltimore.

The City Administrator provided details regarding the Recycling One-Stop Environmental Service Shop explaining that a study would be conducted to determine if the concept would be viable to the City. She explained that the Service Shop would recycle oil, antifreeze, and food waste daily, as well as electronics, household paints, and like items on a less frequent basis. Ms. Douglas said that daily drop-offs of electronics were being entertained and recognized that it was also an opportunity to disperse environmental education, to install an Electric Vehicle charging depot for trucks and buses, a place for repurposing household items, and to recycle items that are not regularly accepted.

Ms. Douglas reported that an accessible voting partnership with the Center for Civic Design (CCD) and the University of Baltimore had been forged with a goal of making vote-by-mail materials easier to understand and use. She explained a project in which Spanish speaking residents could participate in a study to determine the effectiveness and understandability of different instructions and guidance associated with the voting process.

She noted that the City was recently awarded a grant of \$9,975.00 for the planting of 57 trees in the City in collaboration with Casey Trees and followed with a report on the partnership between the City and the Vote 16 initiative; a group consisting of leaders in similar fields in a joint effort to allow 16-and-17-year-old voters throughout the country. Additionally, she acknowledged Assistant City Administrator Jim Chandler's selection to serve on the Urban Land Institute of Prince George's County's Local Product Council, DPW Director Lesley Riddle's reappointment to the Maryland Municipal League's (MML) Board of Directors, and the Commission on Accreditation for Law Enforcement Agencies, Inc. (CALEA) certification received by the HCPD.

Ms. Douglas congratulated Officer Kelly Hernandez for her certification as a Drug Recognition expert and welcomed the new Chief of Police, Jarod Towers. She added that City staff would be participation in free mental health training and cited other educational courses being provided by Community Crisis Services, Inc. (CCSI). Ms. Douglas supplemented that Adrienne Augustus, Jarod



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Towers, and Sandra Shephard would be named to the CCSI Board of Directors and gave details regarding their mission.

It was reported that there were seven (7) new Crisis Intervention Team (CIT) members from HCPD who would receive training on mental illness, brain trauma, addiction, self-care, and de-escalation techniques to be implemented applicable situations.

Ms. Douglas referenced a campaign developed by the City's Communications Department in which residents were encouraged to take photos of themselves in front of some of the City's murals to be identified in a scavenger hunt style, Citywide, game for the community's participation.

Ward 3 Councilmember Ben Simasek requested details regarding rent assistance and eviction prevention for residents to which Ms. Douglas responded that while staff could not intervene directly with tenants, they would provide resources to owners and landlords to inform them of offerings and programs to assist with housing and financial deficiencies.

Ward 5 Councilmember Joseph Solomon thanked staff for their committed service to which City Administrator Douglas reminded that Body that staff members, including herself, were available to assist at events such as Ward check-ins.

Ward 4 Councilmember Daniel Peabody inquired as to the augmenting of operations for the incoming cold months, particularly regarding those without homes to which Ms. Douglas recalled a recent meeting between staff and faith-based organizations in the City in which improving relief for the homeless was discussed stating that outreach was being conducted to nearby entities to establish methods with which tangible needs such as shelter and food could be provided. Emergency Services Coordinator Reggie Bagley relayed information regarding charitable events such as coat drives and other programs that were already active and available.

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

8.b) Ward 1 Special Election 2021 - Presentation of Results

[HCC-79-FY22](#)

Sponsor: At the Request of the City Administrator

Co-Sponsor(s): N/A

Presentation Only

City Clerk Laura Reams addressed the Mayor and Council with an update regarding the Ward 1 Special Election held earlier in the month transferring lead of the presentation to Board of Supervisors of Elections member Zachary Peters.

Mr. Peters displayed an illustrative document reflective of the votes and percentages of votes for each candidate which showed Joanne Waszczak as the winner of the Ward 1 Council seat followed by Mai Abdul Rahman, Michael Brown, Scott R. Wilson, and Daniel Vallejos-Avila respectively. Mr. Peters relayed that during the 2021 regular election 31.3% of Ward 1 voters participated followed



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by 22.4% for the 2021 Special Election, which was a significant increase from an 8% turnout in 2011. He further explained that with the change in the method of voting to primarily by mail, the City had seen an increase in voting overall and 92% of voters mailed in their ballots for the Special Election and described the statistics regarding the return destinations of ballots.

City Clerk Laura Reams provided information reflective of ballot intake hours, same-day registration rates, unaccepted ballots, and ballots received after the deadline for casting. She explained how residents could provide election feedback to the City and cited October 4th as the date for the new Councilmember's oath of office. Ms. Reams noted that an election report would be presented to Council later in the year with potential recommendations for amendments to the City Code. Clerk Reams briefly updated the Council that discussions continued with the Vote16 Research Network, the Center for Civic Design, and the University of Baltimore.

8.a) Queens Chapel Town Center - Amendment to Conditions of Approval

HCC-71-FY22

Sponsor: At the Request of the City Administrator

Co-Sponsor(s): N/A

[Memo - DSP-10011-02 - QC Town Center 9.2.2021](#)

[Council Materials 09.20.21 QCTC](#)

[Maisel QCTC Presentation](#)

Presentation Only

Attorney for the applicant Dan Lynch addressed the Mayor and Council with a presentation regarding requested amendments to the Conditions of Approval for the Queens Chapel Town Center development project and introduced colleagues Harvey Maisel of Queens Chapel Town Center, LLC and Land Planner Mark Ferguson. Mr. Lynch explained the details of the request stating that its purpose was to remove one of the underlying conditions contained in the Conceptual Site Plan (CSP) and carried to the Detailed Site Plan (DSP) arguing that the condition imposed was uncommon and placed an impediment to the ability of the owner to lease the property to a national chain.

Harvey Maisel addressed the Mayor and Council recalling the history of ownership of the area and efforts to work with the City and contribute to the community stating that he has been in business with several entities over the past 23 years and described other future development plans and collaboration with the Maryland Capital Park and Planning Commission (MNCPPC).

Councilmember Solomon thanked Mr. Maisel for his contributions to the Route 1 Corridor noting grant funding provided by the City of Hyattsville and sought clarity regarding the non-conforming use and the developers preference for the project. Mr. Lynch responded that the request was only with respect to the KFC restaurant site, and it would allow his client to continue operations. Mark Ferguson relayed the intentions of Mr. Maisel stating that without approval of removing the condition, the business in question would be incapable of improvement in the future and would not be able to attract a replacement business that would be beneficial to the City and the business would likely not succeed. He noted that the Transit District Development Plan (TDDP) required



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the building be three (3) stories and, when considering parking accommodations, would be an insurmountable challenge given the narrowness of the parcel.

Councilmember Solomon stated that pedestrian and cyclist safety was a vital consideration for the area and, while the portion of the City was in the process of growing and progressing, they wanted to be sure that they were standing by the vision for the City and moving it in the right direction. Mr. Ferguson spoke of the contingent need for a private enterprise to achieve goals exclusive to that entity and stressed the need for a partnership and compromise.

Mr. Maisel interjected that it was of great interest to secure a high-quality local merchant or international business to accentuate and build upon the momentum of the City and its rising interest and population.

Councilmember Denes stated that brining in a national chain would not be in the interest of his constituents as they would prefer a local business to which Mr. Ferguson responded that a more established tenant would be better funded, and the focus should remain on the improvement of the area with tenants in a strong financial position to reach the common goal of all entities while not being restricted to do so due to regulatory restraints. Mr. Maisel supplemented that the best opportunity for success should be sought after and asked the Council for their support in allowing the developer exceptions to City and County restrictions.

Councilmember Denes recalled that in 2011 the City and the County were not in support of a drive through on the site to which Mr. Lynch replied that, at that time, staff were not apprehensive of the addition, but that there were a number of changes to the table of uses that would exclude businesses from operation without the presence of inclusions such as live music.

9. Consent Items (7:50 p.m. - 8:00 p.m.)

9.a) Memorandum of Agreement Between Prince George's County Board of Education and the City of Hyattsville Police Department

[HCC-55-FY22](#)

Sponsor: At the Request of the City Administrator

Co-Sponsor(s): N/A

[MOU](#)

I move that the Mayor and Council approve a Memorandum of Agreement with Prince George's County for the assignment of a School Resource Officer to Northwestern High School for a term ending on June 30, 2024, pending legal approval from the City attorney.

9.b) FY22 Grant Appropriation: Police Recruitment and Retention

[HCC-56-FY22](#)

Sponsor: At the Request of the City Administrator

Co-Sponsor(s): N/A

[PRAR Grant](#)



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I move that the Mayor and Council accept and appropriate, in the FY22 budget, a grant award from the Governor's Office of Crime Control and Prevention in the amount of \$127,145.00 for recruitment and retention of Police Officers.

9.c) FY22 Grant Acceptance: Chesapeake Bay Trust Green Streets, Green Jobs, Green Cities **HCC-57-FY22**

Sponsor: At the Request of the City Administrator

Co-Sponsor(s): N/A
[19550](#)

I move that the Mayor and Council authorize the City Administrator to accept the Chesapeake Bay Trust Green Streets, Green Jobs, Green Cities Grant, in an amount of \$15,000 for the concept development of an "environmental depot". In addition, the Treasurer is authorized to appropriate the funds accordingly to meet the requirements of the grant.

9.d) Installation of Speed Humps on Oliver Street **HCC-59-FY22**

Sponsor: At the Request of the City Administrator

Co-Sponsor(s): N/A
[proposal Oliver Street Speed Humps \(1\)](#)

I move that the Mayor and Council authorize an expenditure not to exceed \$20,000 to NZI Construction for the installation of speed humps on Oliver Street under their existing contract.

9.e) Police Promotion Process **HCC-60-FY22**

Sponsor: At the Request of the City Administrator

Co-Sponsor(s): N/A
[Police Promotion 09022021111338](#)

I move that the Mayor and Council authorize the City Administrator to execute a contract for services with Emergency Services Consulting International/Fields Human Capital Division for the development, validation, administration, scoring, and other consulting services relating to the Police Department promotional testing process for the ranks of Corporal, Sergeant, and Lieutenant in the Hyattsville City Police Department for no more than \$37,500.00.

9.f) IT Infrastructure - Virtual Server Implementation **HCC-63-FY22**

Sponsor: At the Request of the City Administrator

Co-Sponsor(s): N/A
[IT Infrastructure - Virtual Server Implementation](#)

I move that the City Council authorize the City Administrator to accept the proposal submitted by Dataprise Inc., for the acquisition and services required to virtualize, configure, and decommission information technology servers to support City operations, at a cost not to exceed \$65,000.



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9.g) University of Maryland College Park Affiliation Agreement

[HCC-65-FY22](#)

Sponsor: At the Request of the City Administrator

Co-Sponsor(s): N/A

[UMD MOU](#)

I move that the Mayor and Council authorize the City Administrator to enter into an Affiliation Agreement between the City of Hyattsville and University of Maryland School of Public Health to provide unpaid internship opportunities to UMD students to support current and future City programs and projects.

9.h) Purchase of Replacement Pedestrian Street Lights

[HCC-66-FY22](#)

Sponsor: At the Request of the City Administrator

Co-Sponsor(s): N/A

[21-00030 CITY OF HYATTSVILLE-DDA](#)

I move that the Mayor and Council authorize an expenditure not to exceed \$40,000 for the purchase of replacement pedestrian streetlights from Signify through their local distributor Deporter, Dominick & Associates.

9.i) Award Contract for Oversight and Compliance of American Rescue Plan Act Funds

[HCC-67-FY22](#)

Sponsor: At the Request of the City Administrator

Co-Sponsor(s): N/A

I move that the Mayor and Council authorize the City Administrator to enter into an agreement with Thomas|Michael LLC for consulting services to provide oversight and compliance of the City's American Rescue Plan Act (ARPA) funds and authorize an expenditure not to exceed \$172,800 over four (4) years, pending the review of the City Attorney. The cost of these services meets the eligibility requirements for reimbursement from the ARPA funds.

9.j) Riverfront at West Hyattsville Multifamily Buildings - Preliminary Plan of Subdivision 4-20040

[HCC-68-FY22](#)

Sponsor: At the Request of the City Administrator

Co-Sponsor(s): N/A

[Memo - West HVL MF - PPS 4-20040](#)

[Council Materials 09.20 West HVL PPS-4-20040](#)

I move the City Council authorize the Mayor to provide correspondence to the Maryland-National Capital Park & Planning Commission in support of Preliminary Plan of Subdivision 4-20040 and the applicant's variation request so long as conditions that address the impact of noise and vibration on the dwellings are included in the approval language.



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9.k) Hyattsville Small Cell Program

HCC-69-FY22

Sponsor: At the Request of the City Administrator

Co-Sponsor(s): N/A

[TO 64 5G Wireless Proposal 8.16.2021 \(1\)](#)

I move the Mayor and Council authorize the City Administrator to approve an expenditure not to exceed \$30,000.00 on the existing Johnson, Mirmiran, and Thompson contract for the establishment of the Hyattsville Small Cell Program.

9.l) FY22 Hyattsville Life and Times Contract

HCC-70-FY22

Sponsor: At the Request of the City Administrator

Co-Sponsor(s): N/A

[Draft Contract City of Hyattsville - HLT FY2022](#)

I move that the Mayor and Council approve the FY22 contract for advertising in the Hyattsville Life and Times at a cost not to exceed \$30,000, upon the review and approval of the City Attorney for legal sufficiency.

9.m) Approval of Funding for FY22 Lease Extension of 4629 Arundel Place

HCC-75-FY22

Sponsor: At the Request of the City Administrator

Co-Sponsor(s): N/A

[210405 - HCC-286-FY21 - Extension of Lease of 4629 Baltimore Ave](#)

I move that the Mayor and Council authorize an expenditure of \$36,000 to Phu Than Neuyen for the lease of 4629 Arundel Place from July 1, 2021 - June 30, 2022

9.n) Acceptance of the Certified Results for the 2021 Ward 1 Special Election

HCC-78-FY22

Sponsor: At the Request of the City Administrator

Co-Sponsor(s): N/A

I move the Mayor and Council accept the certified election results from the Board of Supervisors of Elections for the Special Ward 1 City Election held on Tuesday, September 14, 2021. This certification is provided for under Section C4-11 of the Hyattsville City Charter.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Croslin
SECONDER:	Peabody
AYES:	Ward, Croslin, Schaible, Denes, Simasek, McClellan, Peabody, Solomon, Sandino
ABSENT:	Haba



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10. Action Items (8:00 p.m. - 9:00 p.m.)

10.a) 6400 America Boulevard - Detailed Site Plan (DSP-21006)

[HCC-61-FY22](#)

Sponsor: At the Request of the City Administrator

Co-Sponsor(s): N/A

[Action Memo - Parcel N - DSP 21006 \(1\)](#)

[Council Materials 09.20.21 Parcel N](#)

I move the City Council authorize the Mayor to provide correspondence to the Maryland-National Capital Park & Planning Commission in support of Detailed Site Plan 21006, Parcel N at 6400 America Boulevard, based upon the revised application submitted to, and accepted by, the Commission.

City Planner Kate Powers addressed the Mayor and Council with a brief summary of DSP 21006 explaining that the applicant was proposing a mixed-use development of eight (8) stories with approximately 316 dwelling units. Ms. Powers recalled that when the item was addressed previously, recommendations were made that the applicant would include at least one more architectural element to the building's entrance to which the applicant was amenable. Further recommendations included improving the façade along East West Highway for which the applicant made augmentations and also included electric vehicle (EV) charging stations as well as allowing pets in the interior courtyard.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Croslin
SECONDER:	Solomon
AYES:	Ward, Croslin, Schaible, Denes, Simasek, McClellan, Peabody, Solomon, Sandino
ABSENT:	Haba

10.b) Mall at Prince George's Self-Storage Project (DSP-99044-20)

[HCC-62-FY22](#)

Sponsor: At the Request of the City Administrator

Co-Sponsor(s): N/A

[DSP-99044-20 MPG Self-Storage - Discussion & Action Memo \(1\)](#)

[City Council Materials 09.20.21 MPG Storage](#)

I move the City Council approve a letter in support of Mall at Prince George's Self-Storage Project, DSP-99044-20, an amendment to the Table of Uses to allow the adaptive reuse of unleaseable retail space in the basement of the MPG.

City Planner Kate Powers presented the item to the Mayor and Council stating that the applicant was proposing an amendment to the 2016 table of uses to allow for consolidated storage units located in the sub-grade basement area of the Mall. Ms. Powers noted that the number of proposed units had decreased from 807 to 796 and that consolidated storage would not be permitted without an amended permit. She noted that the basement area would include 17 parking spaces and four (4) loading docks with vehicular access to the site on the north side of the



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mall and described vehicular circulation through the facility. Ms. Powers explained the position of the Planning Board and the Planning Committee stating that both were in favor of amending the table of uses.

The applicant, Ibrahim Sheikh, fielded questions from the Council explaining that the traffic pattern within the basement allowed for passing traffic and attorney for the applicant, Nathaniel Forman, confirmed that the change in the table of uses would only apply to this particular set of parcels.

Councilmember Solomon explained that he would not be voting in favor of the motion due to concerns regarding increased traffic in the area and opined that it was not the best use of the space.

Manager of the facility, Henry Watford, described the security of the area stating that there was security 24 hours a day by camera surveillance and regular security officer patrols. Mr. Ibrahim added that the mall had tracking systems to record entrances and exits as well as any after hour activity.

Councilmember Solomon shared concerns regarding the storage of hazardous materials to which Mr. Ibrahim reiterated that the area would be under close surveillance and would be secure, but there was no capacity or interest to inspect each item being stored in the facility.

RESULT:	APPROVED [8 – 1]
MOVER:	Croslin
SECONDER:	Peabody
AYES:	Ward, Croslin, Schaible, Denes, Simasek, McClellan, Peabody, Sandino
NAYS:	Solomon
ABSENT:	Haba

10.c) FY22 Budget Amendment: Special Revenues Budget and Appropriation of American Rescue Plan Act Funds

HCC-64-FY22

Sponsor: At the Request of the City Administrator

Co-Sponsor(s): N/A

[Email Confirmation for Receipt of ARPA Funds](#)

Proposed FY22 American Rescue Plan Funds Budget 9-1-2021

I move that the Mayor and Council amend the FY22 Special Revenues Fund Budget and approve the establishment of the American Rescue Plan Act (ARPA) fund and to appropriate \$2.5 million of the \$8.9 million in ARPA funds received to cover anticipated expenditures in various categories to include, but not limit to, salaries, benefits, supplies, contract services, professional services, capital equipment, miscellaneous reimbursements, and grant awards through June 30, 2022. The remaining \$6.4 million of the current allocation plus the second allocation of \$8.9 million will be submitted to Council to appropriate in concurrence with a spending plan which will be developed over the next 12 months. This will account for the total of \$17.9 million in ARPA funds the City



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will receive. All ARPA funds must be obligated between March 3, 2021, and December 31, 2024, and all obligated funds must be spent by December 31, 2026.

Council Vice President Danny Schaible sought clarity as to the purpose of the motion to which City Treasurer Ron Brooks explained that one (1) of two (2) installments of the American Rescue Plan Act (ARPA) funds had been received by the City and \$2.5M of the \$8.9M would be allocated for salaries and benefits, supplies, professional services, computer hardware, and capital computer software in anticipation of costs that would be incurred and paid by grant funding. He explained that staff were tasked with developing a spending plan and determining programming and further grant appropriations.

City Administrator Tracey Douglas added that all of the ARPA funds would be audited and tracked, and it was important to provide relief and resources to residents without using tax dollars. She stated that some funds would likely be used to modernize restrooms and for hardware maintenance, but not until the guidelines are clearly established and understood. Treasurer Brooks noted the intention to hire a specialist for management of the funds as well as two (2) positions to develop pertinent programming sourced by the funding.

Council President Schaible requested further detail about the intentions of the ARPA funds to which Treasurer Brooks responded that the newly created positions would be funded by ARPA and that several other areas will be realized after the establishment of a spending plan.

Councilmember Solomon asked if there were items approved in the previous budget that could be paid for with grant funding to which City Administrator Douglas and Mr. Brooks explained that the new positions could be paid by ARPA and some of the items approved in the budget would also be eligible such as the Portland Loos and upgrading restrooms to operating as touchless. Ms. Douglas continued that there were several plans being discussed, but for many to come to fruition, they would need to be approved by Council.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Croslin
SECONDER:	Simasek
AYES:	Ward, Croslin, Schaible, Denes, Simasek, McClellan, Peabody, Solomon, Sandino
ABSENT:	Haba

10.d) WSSC Utility Easement Request - Suffrage Pointe Development Plan

[HCC-72-FY22](#)

Sponsor: At the Request of the City Administrator

Co-Sponsor(s): N/A

[Memo - WSSC Public Use Easement](#)

[WSSC Utility Easement Documents](#)

[A001 - Extension Plan](#)



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I move the City Council authorize the City Administrator to negotiate and execute a public use easement with the Washington Suburban Sanitary Commission (WSSC) for the purpose of granting certain rights regarding the replacement and maintenance of storm drains located on City land and within public rights of way.

Councilmember Denes requested information regarding associated Stop Work Orders to which Assistant City Administrator Jim Chandler responded that the storm piping needed to be replaced and discussions were ongoing to determine who was obligated to make the improvements. Mr. Chandler noted that there was a storm drain on the site that was operated by the City of which WSSC had no record.

Council President Schaible asked what the rationale was for going through the easement process only to have it cease before exiting the WSSC property to which Mr. Chandler stated that the City could put a Stop Work Order on the site, but the pipe could still be replaced as a matter of emergency and relayed that staff would be following up with WSSC to determine the details and status of the underground structure. **Council President Schaible** stressed that he did not want to give the impression that the City was in support of the development and was not in favor of approving any easement.

Council President Croslin inquired as to the responsibility of procuring permits to which Mr. Chandler responded that WSSC should have been repairing and replacing its own infrastructure and, therefore, pulling their own permits but it was not likely that the repairs would be considered a requirement by WSSC.

It was stated that the pipe in question was, in fact, part of a larger network of plumbing that collected water from the Northeast area of Driskell Park and feeds West.

Mayor Ward suggested tabling the item until further details could be collected regarding the status of plumbing on the site and its status so that staff would be able to determine next steps. A motion was made by **Council President Croslin** and seconded by **Councilmember Simasek** to table to motion until further notice.

RESULT:	MOTION TABLED [UNANIMOUS]
MOVER:	Solomon
SECONDER:	Peabody
AYES:	Ward, Croslin, Schaible, Denes, Simasek, McClellan, Peabody, Solomon, Sandino
ABSENT:	Haba

11. Council Dialogue (9:00 p.m. - 9:10 p.m.)

Councilmember Simasek congratulated **Ward 1 Councilmember Joanne Waszczak** on her victory and informed residents and staff of a park clean-up event.

Councilmember Denes congratulated Ms. Waszczak and thanked everyone for their efforts in the Ward 1 Special Election.



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Councilmember Solomon thanked the staff and Director Lesley Riddle for their work and noted upcoming events and meetings in Ward 5.

Council Vice President Schaible congratulated staff on a successful election, welcomed the new Chief of Police, and relayed information regarding Ward 2 events and programming.

Councilmember Peabody congratulated Ms. Waszczak and thanked City staff for their continued work in developing partnerships and conducting charitable events.

Council President Croslin welcomed the Afghani refugees to the United States and to the City of Hyattsville.

Ward 5 Councilmember Rommel Sandino congratulated Ms. Waszczak and informed residents of resources that could be provided for emergency assistance.

Ward 3 Councilmember Jimmy McClellan congratulated Ms. Waszczak for her win and City staff for a successful election. He noted that the COVID-19 vaccine was available for ages five (5) to 11 and encouraged all to receive vaccination.

Mayor Ward welcomed the new Councilmember and encouraged everyone to get the COVID-19 vaccine.

12. Community Notices and Meetings

12.a) Main City Calendar: September 21 - October 4, 2021

[HCC-74-FY22](#)

Sponsor: At the Request of the City Administrator

Co-Sponsor(s): N/A

[Main City Calendar September 21 - October 4, 2021 FINAL](#)

13. Motion to Adjourn

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Croslin
SECONDER:	Schaible
AYES:	Ward, Croslin, Schaible, Denes, Simasek, McClellan, Peabody, Solomon, Sandino
ABSENT:	Haba

The meeting adjourned at 9:55 p.m.

ATTEST:
December 6, 2021



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A blue ink signature of Laura Reams, consisting of a stylized 'L' followed by a series of loops and a horizontal stroke.

Laura Reams, City Clerk

A blue ink signature of Sean Corcoran, featuring a stylized 'S' followed by a series of loops and a horizontal stroke.

Sean Corcoran, Deputy City Clerk



City of Hyattsville

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

Agenda Item Report

File #: HCC-191-FY22

12/6/2021

6.a)

Submitted by: Sean Corcoran

Submitting Department: City Clerk

Agenda Section: Community Notices and Meetings

Item Title:

Main City Calendar: December 7 - December 20, 2021

Suggested Action:

N/A

Summary Background:

N/A

Next Steps:

N/A

Fiscal Impact:

N/A

City Administrator Comments:

N/A

Community Engagement:

N/A

Strategic Goals:

Goal 1 - Ensure Transparent and Accessible Governance

Legal Review Required?

N/A

City Calendar: December 7 – December 20, 2021

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

Board of Supervisors of Elections Meeting

Tuesday, December 7th, 4:00 PM (City Building, Mayor's Office)

Ageless Grace Seated Exercise Class

Wednesday, December 8th and 15th 10:00 AM (City Building, 1st Floor Multipurpose Room)

Bulk Waste Pop-Up Day

Wednesday, December 8th, 10:00 AM – 1:00 PM (City Building and DPW Operations Center)

Hyattsville Seniors on the Go: Toby's Dinner Theatre

Thursday, December 9th, 4:45 PM – 11:30 PM (Toby's Dinner Theater, 5900 Symphony Woods Rd, Columbia, MD 21044)

Ethics Commission Meeting

Thursday, December 9th, 5:00 PM (Virtual)

Code Compliance Advisory Committee Meeting

Wednesday, December 15th, 7:00 PM (Virtual)

Educational Facilities Task Force Meeting

Thursday, December 16th, 7:00 PM (Virtual)

Invasive Plant Removals

Saturday, December 18th, 10:00 AM – 2:00 PM (Driskell Park)

City Council Meeting

Monday, December 20th, 7:00 PM (Virtual)



City of Hyattsville

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Agenda Item Report

File #: HCC-183-FY22

12/6/2021

8.a)

Submitted by: Cindy Zork
Submitting Department: Communications
Agenda Section: Presentation

Item Title:

FY22 Strategic Communications Report and Website/Newsletter Updates

Suggested Action:

Presentation.

Summary Background:

Following up on last year's presentation of the FY21 Communications Goals and Priorities, the Communications team will share a brief progress report with updated goals and progress made in FY22. This includes two (2) significant updates to City Communications, a modernized www.hyattsville.org <<http://www.hyattsville.org>> and a new City e-newsletter. The presentation will include a brief overview of the updated website and a sneak peek at the e-newsletter.

Next Steps:

- The updates to www.hyattsville.org <<http://www.hyattsville.org>> went live on December 2, 2021. Communications staff has been monitoring the site for errors and will continue to work with staff on updating content.
- The weekly e-newsletter will streamline City email communications starting on December 7, 2021. Daily notices for time sensitive items will continue, but on a reduced basis from a current average of four to five (4-5) email/text communications per day, to a goal of one (1) per day. The newsletter will be modified as appropriate given staff and community feedback.
- Communications staff will continue to explore alternatives to the current CivicSend email/text platform to meet our goals of a simple sign-up and user-friendly interface.
- An updated Strategic Communications Plan will be prepared for FY23 starting in the spring/summer of 2022.

Fiscal Impact:

N/A

City Administrator Comments:

For presentation. The Communications Team has worked hard to ensure these changes and updates improve our ability to reach residents and visitors while providing accessible, clear, effective, and creative communication and information.

Community Engagement:

Communications staff will be tabling in high-traffic areas during the holiday season to share news of the new website and newsletter and encouraging community members to sign up for City communications. The first outreach tabling took place on Small Business Saturday in the SoHy corridor, the next event is tentatively planned for Aldi on December 13.

Strategic Goals:

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

Legal Review Required?

N/A



City of Hyattsville

Communications Update

FY 2021





LAURA REAMS

Communications Director



CINDY ZORK

Communications Manager



BRAYAN PEREZ

Bilingual Communications and
Outreach Coordinator



YENY VILLALTA

Bilingual Communications
Specialist



JONATHAN ALEXANDER

Cable Operations Supervisor



MATT CARL

Video Coordinator





The City of Hyattsville aims to be a trusted source of information, utilizing diverse communications methods that are consistent, engaging, and accessible.

2021 Goals Overview



INCREASE & DIVERSIFY AUDIENCES

- Subscribers to social media channels increased by %
- Subscribers to NotifyMe increased by %.
- The 2021 Election Campaign provided targeted outreach to non-English speaking voters and youth voters.

IMPROVE INTERNAL COMMUNICATIONS

- Established processes and procedures for staff to share events, service updates, and communications requests.
- An internal calendar is reviewed bi-annually to track upcoming communications.
- Media trainings were hosted for Council & staff this fall.

MODERNIZE THE CITY'S WEBSITE

- A new site map was developed in collaboration with Department leaders and rolled out in summer 2021.
- A new web redesign through web-host CivicPlus is underway, to be completed by the end of 2021.



Website views

Number of unique pageviews Q1/Q2 FY 2021 v. Q3/Q4 FY 2021

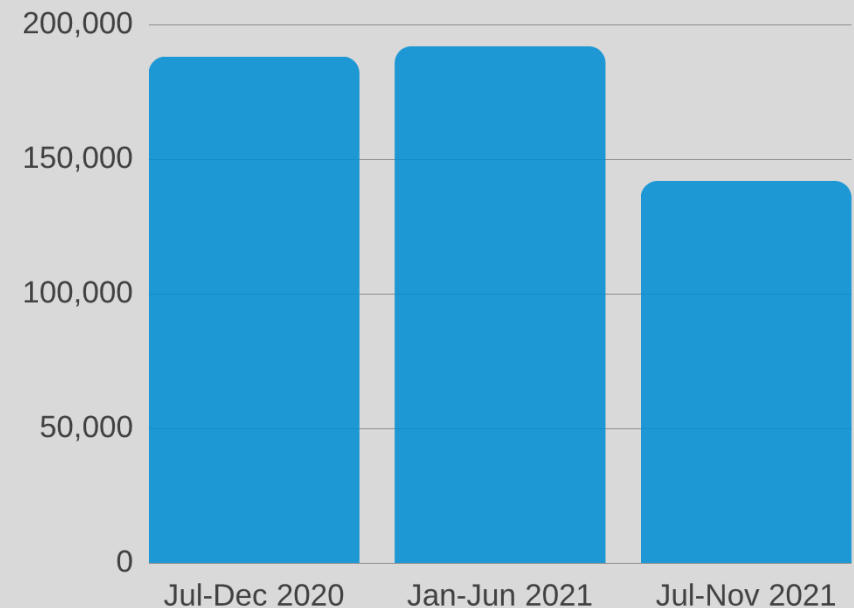
191,839 pageviews in Q3/Q4 FY 21

2% increase

Current period: 141,794 pageviews

Top 3 pages FY 21: Homepage, COVID-19 resources, Police, Jobs

Top 3 searches FY 21: Bulk Trash and White Goods, COVID, Election



Video Production



23 total videos produced in 2021, to date

Video types:

- Council Recaps
- Hyattsville Headlines
- Election promotion & instructional videos
- City celebrations: Farewell to Mayor Hollingsworth, DPW facility completion, Electric trash truck, Back to School



Most watched YouTube video in 2021:
Queens Chapel Barbershop 80th
Anniversary (366 views)



Social media followers

Number of followers Q1/Q2 FY 2021 v. Q3/Q4 FY 2021

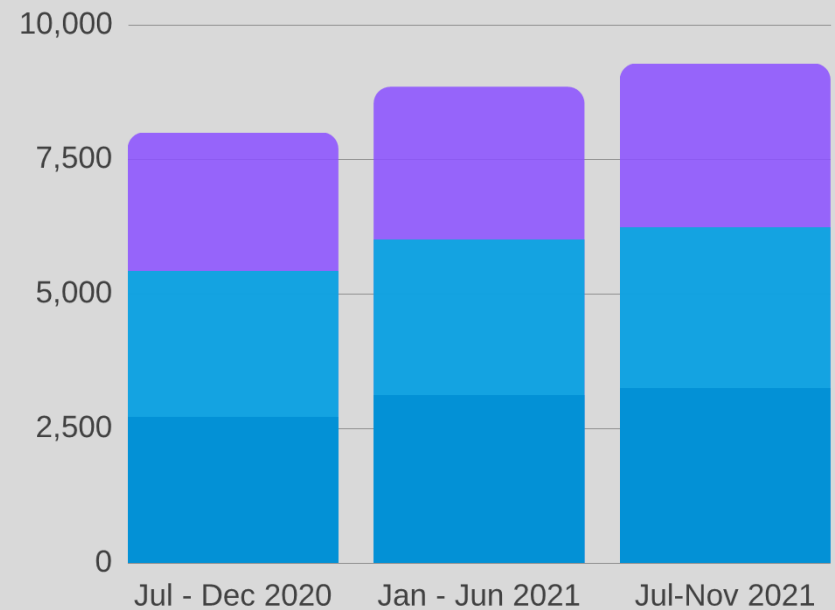
Facebook: 3122 | 15% increase

Twitter: 2880 | 6.5% increase

Instagram: 2836 | 28.2% increase

Total across all platforms: 8838, increase of 844 followers

Current period: Facebook 3253, Twitter 2985, Instagram 3037



Social media number of posts

Number of posts Q1/Q2 FY 21 v. Q3/Q4 FY 21

Facebook: 529 | 8.4% increase

Twitter: 578 | .2% increase

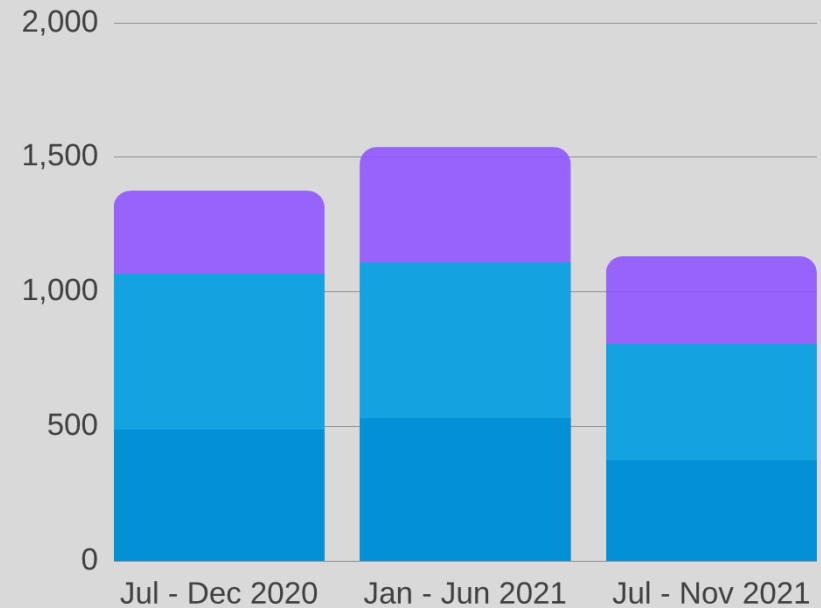
Instagram: 427 | 39.1% increase

Average daily posts

Facebook: 4, Twitter: 5, Instagram: 3

Current period: Facebook 373, Twitter, 433

Instagram 323



Social media engagements

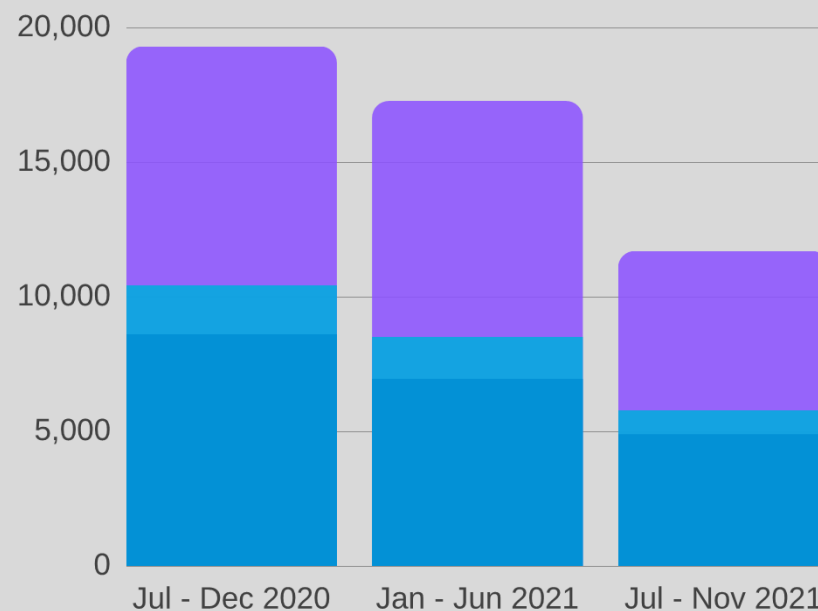
Aggregate of post likes, shares & comments
Q1/Q2 FY 2021 v. Q3/Q4 FY 2021

Facebook: 6955 | 19.2% decrease

Twitter: 1553 | 14.2% decrease

Instagram: 8754 | 1.4% decrease

Current period: Facebook 4894, Twitter 878, Instagram 5917



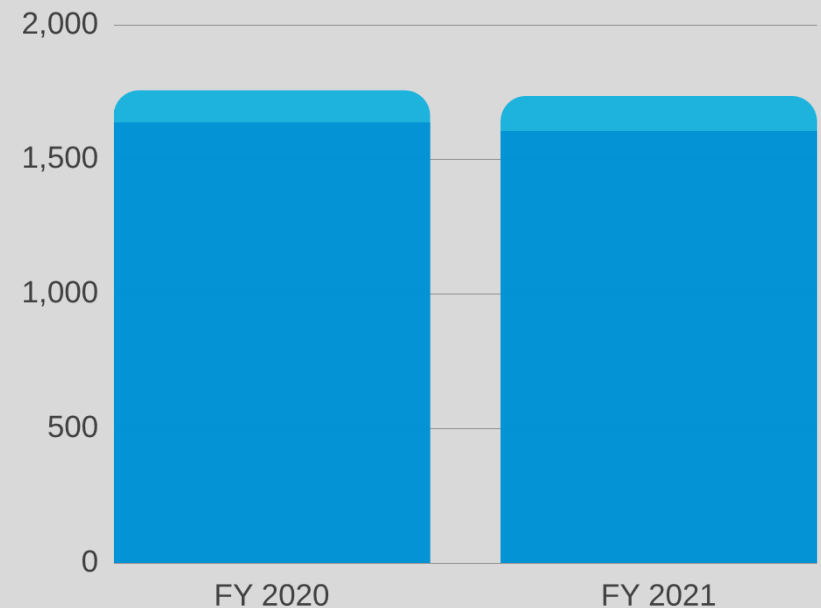
Notify Me

Number of subscribers FY 2020 v.
FY 2021

English language subscribers:
1605 (2% decrease)

Spanish language subscribers:
128 (7% increase)

Total subscribers: 1,733, decrease
of 21



NotifyMe number of messages

Number of messages Q1/Q2 FY 21 v. Q3/Q4 FY 21

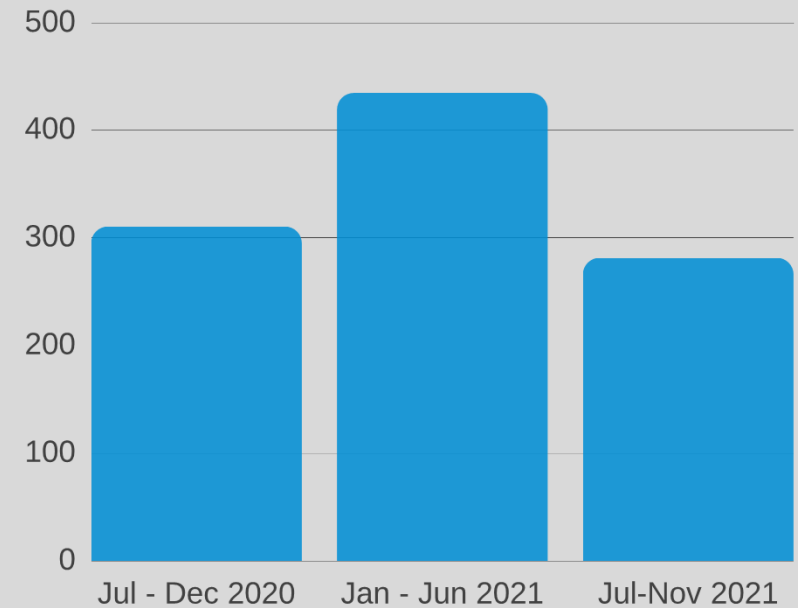
Q1/Q2: 310 posts

Q3/Q4: 434 posts

Each post is sent in both English & Spanish

Average daily posts: 3

Current period: 281 posts





Insights



ENGAGEMENT GROWTH

Social media followers continue to grow, providing our broadest audience reach. However as engagement has dipped, we are taking steps to more thoughtfully curate social media content. NotifyMe growth lags significantly, prompting us to explore other direct communications tools.

COMMUNICATIONS PLANNING

Our internal communications calendar and checklist has helped with planning across departments. It allows us to prioritize and individualize communications based on the intended audience and reach of the message.

COMMUNITY OUTREACH

In-person events are a useful communications platform that was lost during the pandemic. As more in-person activities resume we are exploring new and creative ways to engage with residents & community leaders.

2022 Goals Overview



INCREASE AND DIVERSIFY AUDIENCES

- More curated social media engagement
- Explore alternative text/email engagement platforms
- Identify other engagement tools like online collaboration platforms, additional City signage, creative "pop-ups", etc.

EXPAND COMMUNITY OUTREACH

- Build relationships with trusted community leaders
- Engage residents in a trial participatory budgeting process

MODERNIZE CITY BRANDING

- Complete website redesign
- Update City style guide

IMPROVE INTERNAL COMMUNICATIONS

- Continue to track activities across departments through an internal communications calendar
- Finalize City staff communications guide and social media policy





Thank you!





City of Hyattsville

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

Agenda Item Report

File #: HCC-174-FY22

12/6/2021

8.b)

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

Item Title:

Avalon Bay - Preliminary Plan of Subdivision

Suggested Action:

Presentation only.

Summary Background:

The applicant, PREIT MPG, is proposing the construction of a mixed-use development containing 360 multifamily dwelling units and 1,000 square feet of retail.

Approximately 52,822 square feet of retail space will be removed from the JCPenny's at the Mall at Prince George's (MPG) and reallocated to this development. The Preliminary Plan of Subdivision (PPS) application also includes improvements to Toledo Road between Toledo Place and Belcrest Road to include Complete Streets elements such as streetscaping, bike lanes, and sidewalks.

Next Steps:

This PPS application will be referred to the Hyattsville Planning Committee and referred back to the City Council on December 20, 2021, for either Discussion or Action.

Fiscal Impact:

N/A

City Administrator Comments:

N/A

Community Engagement:

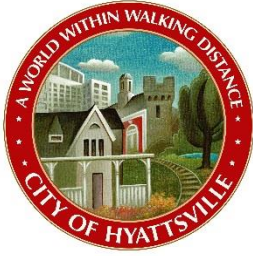
The Planning Board hearing for this application has not yet been scheduled.

Strategic Goals:

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

Legal Review Required?

N/A



Memo

To: Mayor and City Council

From: Jim Chandler, Assistant City Administrator and Director, Community & Economic Development
Taylor Robey, City Planner

Date: November 29, 2021

Re: Avalon Bay – Preliminary Plan of Subdivision

Attachments: Applicant's Presentation

The purpose of this memorandum is to provide the City Council with a summary of the preliminary plan of subdivision application (PPS 4-21032) for the Avalon Bay Development, Parcel 2, at the MPG.

Project Summary

- The applicant, Preit MPG, is proposing the construction of a mixed-use development containing 360 multifamily dwelling units and 1,000 square feet of retail.
- Approximately 52,822 square feet of retail space will be removed from the JCPenny's at MPG and reallocated to this development.
- Application also includes improvements to Toledo Road between Toledo Place and Belcrest Road to include Complete Streets elements such as streetscaping, bike lanes, and sidewalks.

Project Location Details

The proposed development is located in the northwestern corner of the MPG Property along Toledo Terrace in Hyattsville, Maryland. MPG is directly to the southeast. Currently the subject property includes parking lot and a small portion of the existing mall structure.

The subject property is zoned M-X-T (Mixed Use-Transportation Oriented) and is located within the boundaries of the 2016 Prince George's Plaza Transit District Development Plan (TDDP), Transit District Overlay Zone (TDOZ), and Downtown Core Character Area.

The development will be located on a portion of a tract of land containing 5.11 acres.

Timeline

The Prince George's County Planning Board hearing for this case has not yet been scheduled.



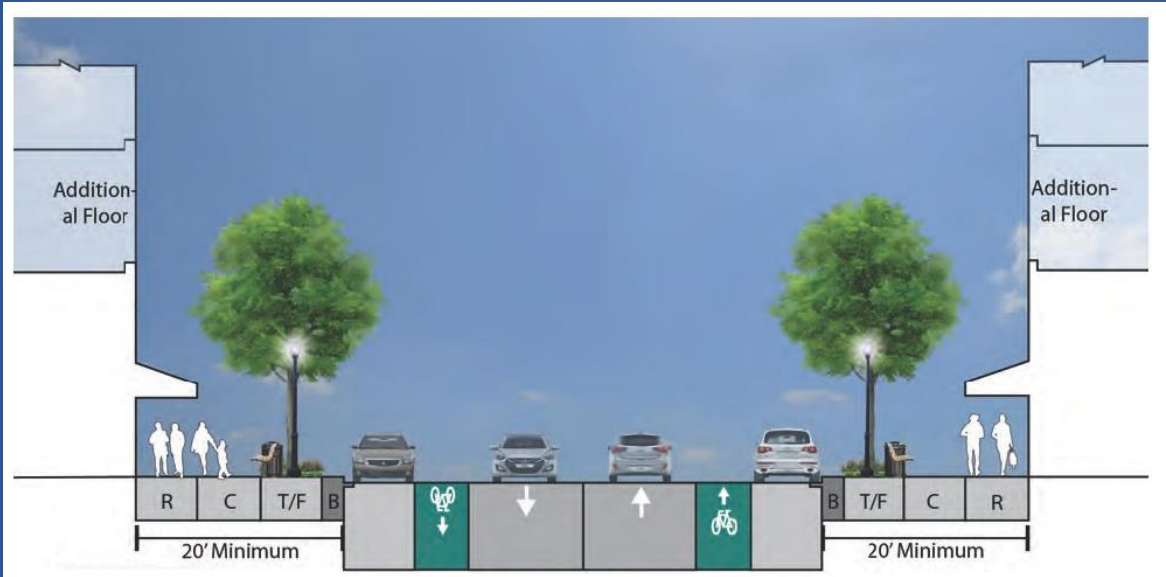


Figure 13 Toledo Road Extended-Street Section

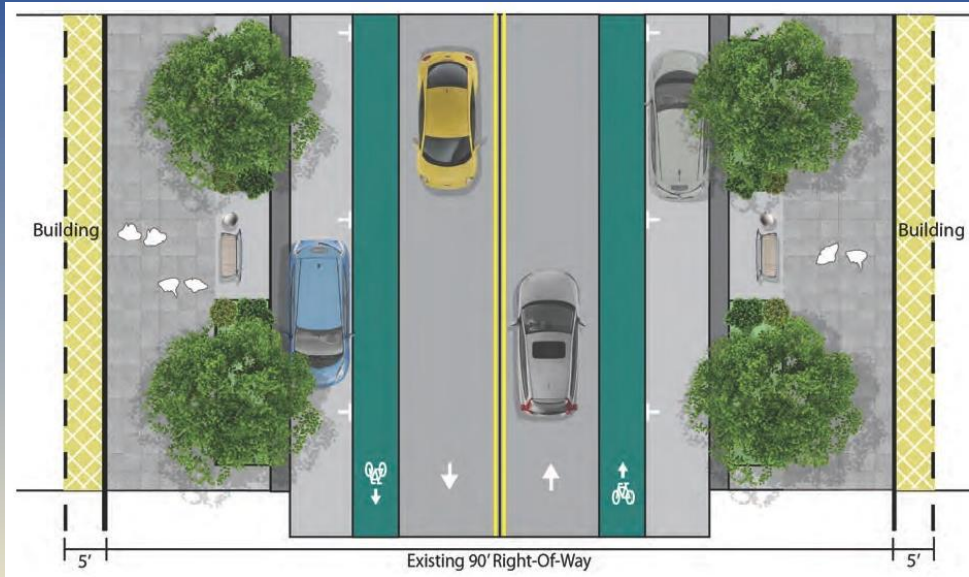
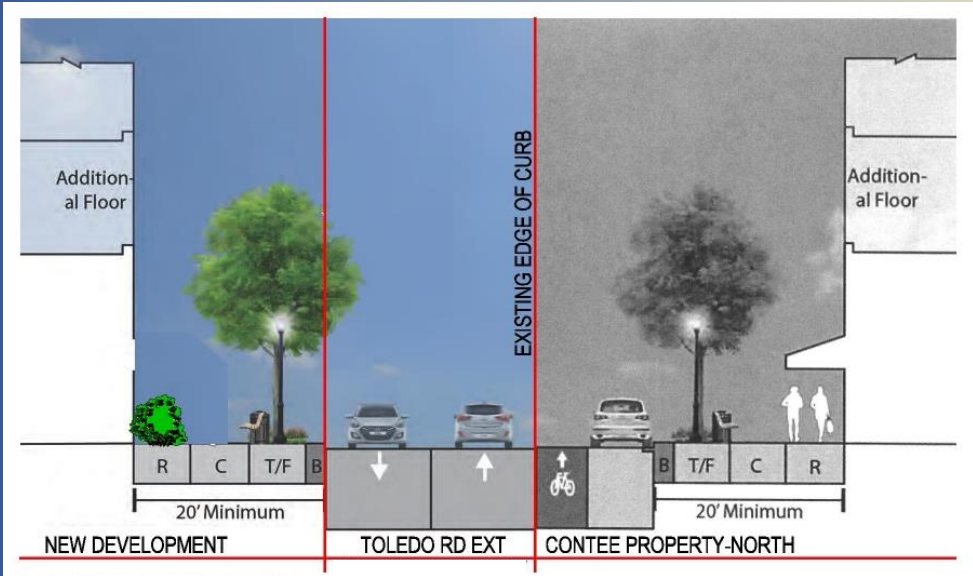
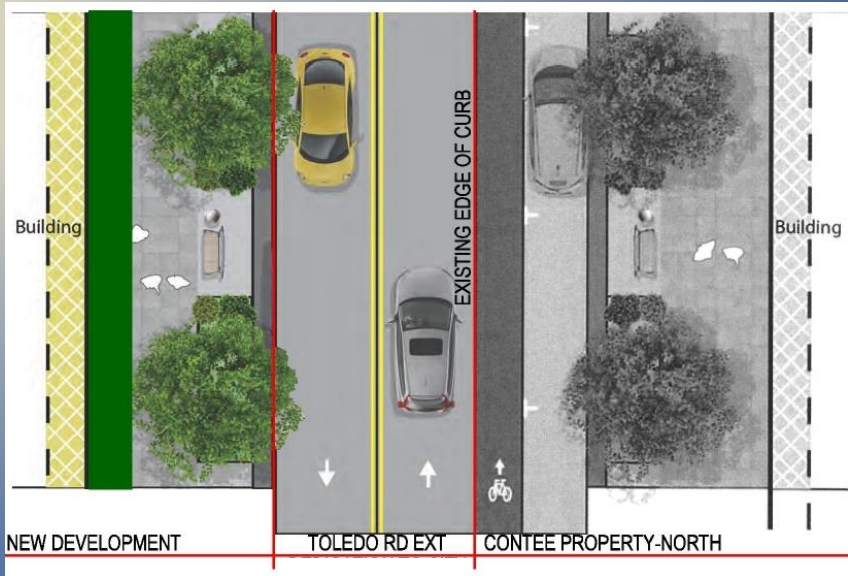


Figure 13 Toledo Road Extended -Plan View

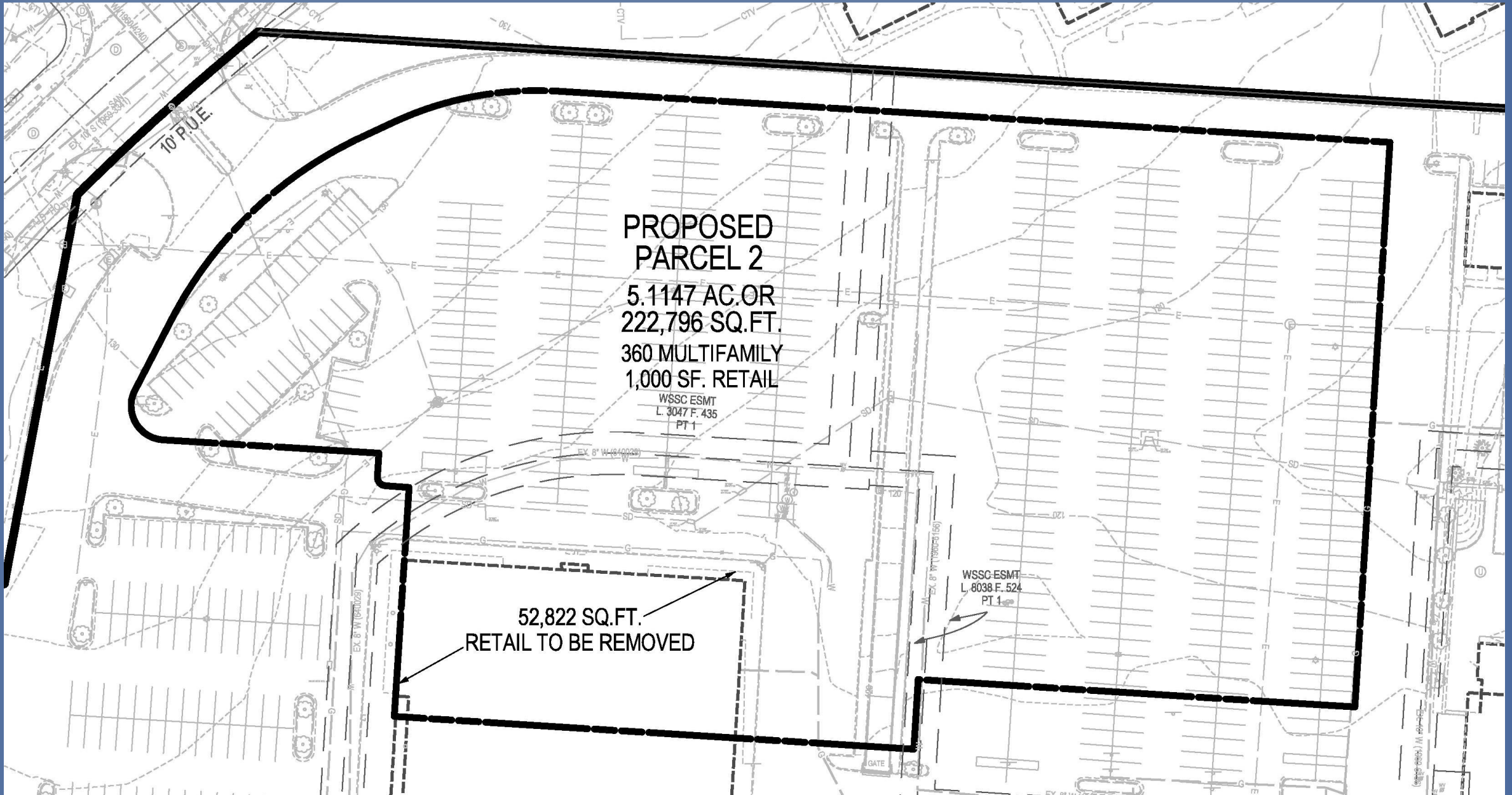


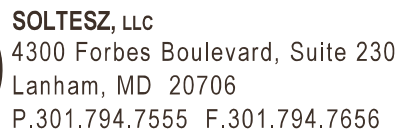
New Development-Proposed Street Section



New Development-Proposed Street -Plan View



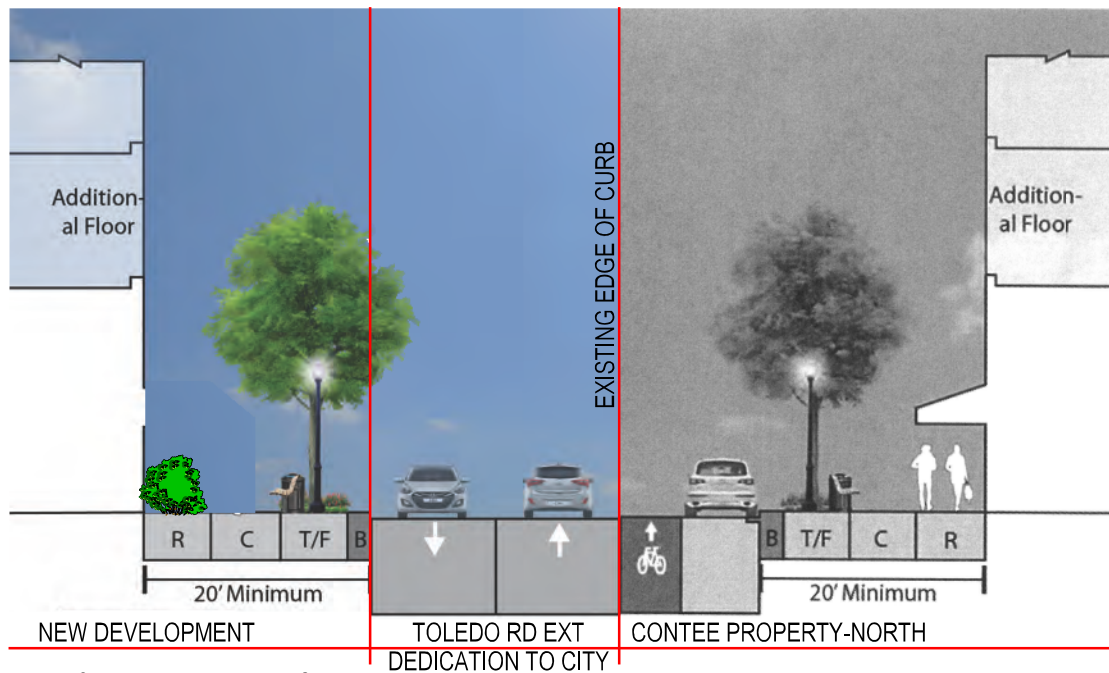




1"=1 **54**



FIGURE 13 TOLEDO ROAD EXTENDED STREET SECTION



R=RESIDENTIAL BUFFER ZONE
C=SIDEWALK CLEAR ZONE
T/F=TREE & FURNISHING ZONE
B=BUFFER*
*CAN BE COMBINED WITH "R"



SOLTESZ, LLC
4300 Forbes Boulevard, Suite 230
Lanham, MD 20706
P.301.794.7555 F.301.794.7656

AVALON BAY
AT
PRINCE GEORGE'S MALL
PRINCE GEORGE'S COUNTY, MARYLAND
JANUARY 8, 2021

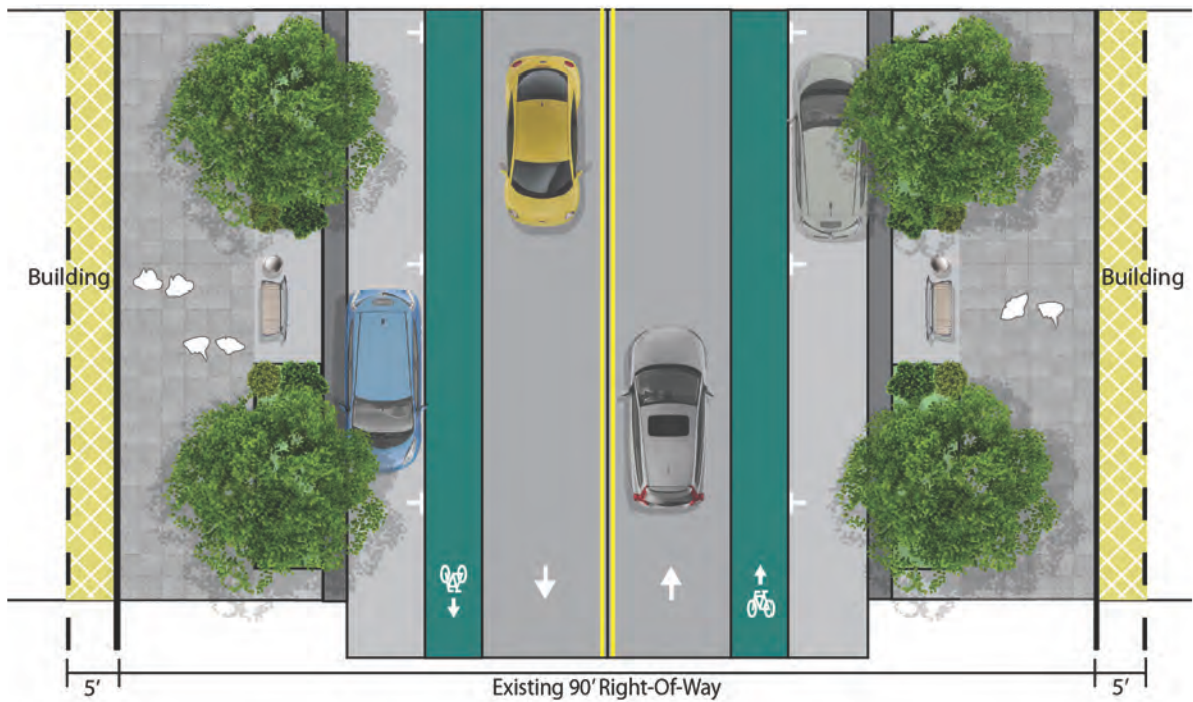
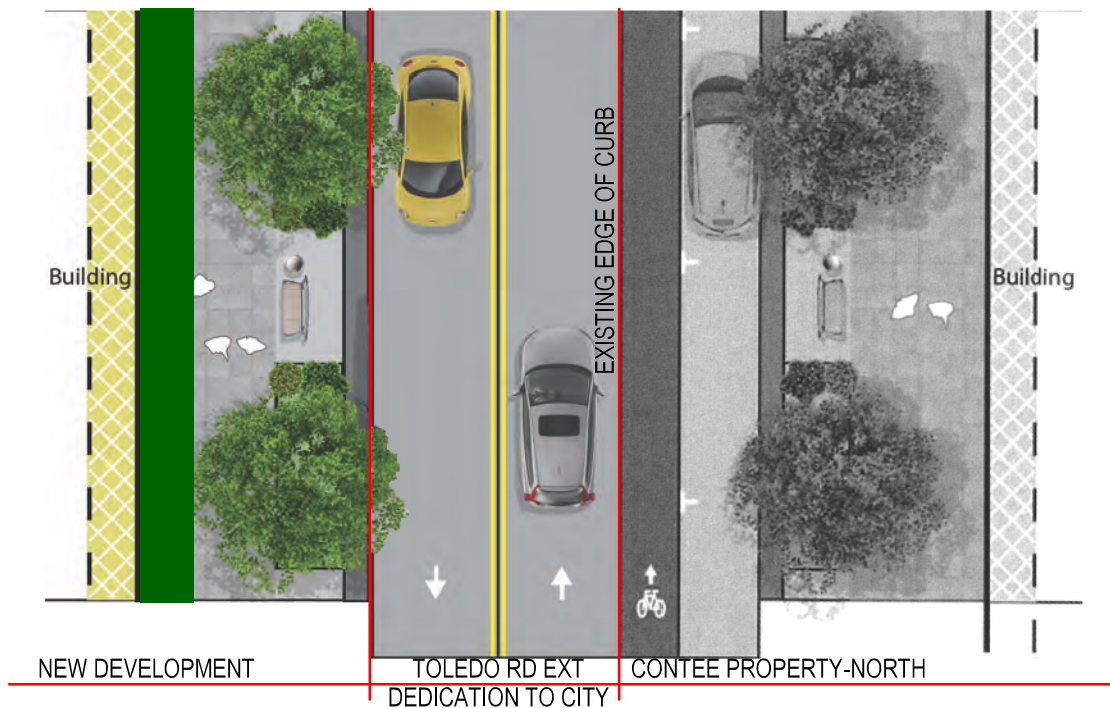


FIGURE 13 TOLEDO ROAD EXTENDED STREET SECTION



PROPOSED TOLEDO ROAD EXTENDED MODIFIED STREET PLAN VIEW



SOLTESZ, LLC
4300 Forbes Boulevard, Suite 230
Lanham, MD 20706
P.301.794.7555 F.301.794.7656

AVALON BAY
AT
PRINCE GEORGE'S MALL
PRINCE GEORGE'S COUNTY, MARYLAND
JANUARY 8, 2021



Klehr Harrison Harvey Branzburg & Ellers LLP	Date: 05-11-07	Job No. 071649.000.0050.000
260 S. Broad Street	RE: Prince George's Plaza	
Philadelphia, Pennsylvania 19102		
Attn: Heather Levine, Esq.		

We are sending you the following items:

☒ Attached☐ Under Separate Cover☒ Prints☐ Tracings☐ Computations☐ Descriptions☐ Applications☐ Specifications☐ Copy of Letter☐ Other:Via: ☐ Mail☐ Certified Mail☐ Courier☒ Next Day☐ Pick Up☐ By Hand

Copies	Date or No.	Descriptions
2		Revised ALTA Survey

These are transmitted as checked below:

☐ For Approval☐ As Approved By:☐ For Review☐ As Submitted for Approval To:☐ For Your Use☐ Please Return To Us After Using☐ As Requested By:☐ Other

If enclosures are not as noted, kindly notify us at once.

Signed: Chris Adams
Project Surveyor

5. PARKING SPACES
2,678 REGULAR PARKING SPACES
88 HANDICAP PARKING SPACES
2,867 TOTAL PARKING SPACES
6. THERE WAS NO EVIDENCE OF SITE USE AS A SOLID WASTE DUMP, SLUMP OR SANITARY LANDFILL.
7. THERE WAS NO OBSERVABLE EVIDENCE OF EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS WITHIN RECENT MONTHS.
8. THERE WERE NO VISIBLE ENCROACHMENTS EITHER ON THE SUBJECT PROPERTY OR BY THE SUBJECT PROPERTY ON ADJOINING PROPERTIES OR RIGHTS OF WAY (EVEN IF THE FOLLOWING):
POSSIBLE ENCROACHMENT OF A ROAD FENCE ALONG THE NORTHERN PROPERTY LINE AS SHOWN.
9. POSSIBLE ENCROACHMENT OF A SIDEWALK ALONG BELMONT ROAD AND EAST WEST HIGHWAY AS SHOWN.
10. POSSIBLE ENCROACHMENT OF THE PEDESTRIAN BRIDGE BUILDING ALONG EAST WEST HIGHWAY AS SHOWN.

BEING ALSO DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

PARCEL A-1

BEGINNING AT A POINT AT THE SOUTHWESTERLY END OF THE NORTH 10° 32' 26" EAST, 1086.23 FOOT LINE OF SAID PARCEL A-1; THENCE WITH THE OUTLINE THEREOF,

PARCEL A-2

BEGINNING AT A POINT AT THE NORTHEASTERLY END OF THE SOUTH OF 32° 35' WEST, 57.00 FEET LONG OF SAID PARCEL A-2, SAID POINT ALSO LIES ON THE WESTERN RLY OF WAY LINE OF BELLEST ROAD, AND

1. NORTH 32° 32' 35" WEST, 57.00 FEET, THENCE
2. 468.65 FEET ALONG THE LINE OF A TANGENT CURVE DEFLECTING TO THE RIGHT, SAID CURVE BEING 110.00 FEET LONG AND HAVING A RADIUS OF 100.00 FEET, AND THE SURFACE OF A CHORD BEARING SOUTH 45° 32' 35" WEST, 152.74 FEET TO THE POINT ON THE NORTHERN RLY OF WAY LINE OF EAST-WEST HIGHWAY, THENCE
3. LEAVING SAID RLY OF WAY OF BELLEST ROAD AND CROSING ALONG THE LINE OF EAST-WEST HIGHWAY, THENCE
4. NORTH 32° 32' 35" WEST, 100.00 FEET, THENCE, LEAVING SAID RLY OF WAY LINE, AND
5. NORTH 32° 32' 35" WEST, 215.00 FEET, THENCE, LEAVING SAID RLY OF WAY OF BEGINNING, CONTAINING 6.7082 ACRES OR 10.97 FEET SQUARE FEET OF LAND.

TAX ID NO. 11-3228628 (PARCEL A-1)
TAX ID NO. 11-3228481 (PARCEL A-2)

VICINITY MAP
SCALE: 1"=2000'

PARCEL A-
2,222.967 Sq.Ft.
51.0323 Ac.

ENCLOSED MULTI-STORY SHOPPING MALL
638,893 Sq.Ft.

MASTER PLAT
"PRINCE GEORGE
PLAZA
PROFESSIONAL
PARK CONDOMINIUM
P.B.29 P.No.28

NO. 5 THE DECLARATION OF COVENANTS FOR STORM AND SURFACE WATER FACILITY AND SYSTEM MAINTENANCE DATED MAY 21, 2003 AND RECORDED IN LIBER 17529 AT FOLIO 17, AFFECTS THE SUBJECT PROPERTY. HOWEVER, BECAUSE IT IS BLANKET IN NATURE IT CANNOT BE SHOWN HEREON

g. THE MINIMUM BUILDING RESTRICTION LINES PURSUANT TO OWNER'S DEDICATION AFFECT THE SUBJECT PROPERTY. HOWEVER, AS THEY ARE NOT DEFINED, THEY CANNOT BE SHOWN HEREON.

NO. 8 THE RIGHTS GRANTED TO PRINCE GEORGE'S GAS CORPORATION AS SET FORTH IN
LIBER 1328, FOLIO 253 DOES NOT APPLY TO THE SUBJECT PROPERTY.

g. LIBER 1431, FOLIO 333 DOES NOT AFFECT TO THE SUBJECT PROPERTY.

c. LIBER 1287 FOLIO 42 DOES NOT AFFECT TO THE SUBJECT PROPERTY.

6. LIBER 3343 FOLIO 403 AFFECTS THE SUBJECT PROPERTY AND IS SHOWN HERE

NO. 10 THE EASEMENT AND RIGHT OF WAY GRANTED TO THE STATE OF MARYLAND HIGHWAY

NO. 11 THE EASEMENT AND RIGHT OF WAY GRANTED TO WASHINGTON GAS LIGHT COMPANY

10. 12 THE AGREEMENT WITH THE WASHINGTON SUBURBAN SANITARY COMMISSION DATED MARCH 11, 1958 AND RECORDED IN LIBER 2193 AT FOLIO 230 AFFECTS THE SUBJECT

ASEMENT WITH THE WASHINGTON SUBURBAN SANITARY COMMISSION DATED JUNE 21, 199

00. 14 THE DECLARATION OF COVENANTS BETWEEN JONATHAN WELLER, TRUSTEE AND THE
PRINCE GEORGE'S COUNTY GOVERNMENT DEPARTMENT OF ENVIRONMENTAL RESOURCES DATED
JANUARY 12, 2006 AND RECORDED FEBRUARY 8, 2006 IN LIBR 24277, FOLIO 30, ASSES

THE SUBJECT PROPERTY, HOWEVER, BECAUSE IT IS BLANKET IN NATURE IT CANNOT BE SHOWN HEREON

FOR PR HYATTSVILLE LLC, PR PRINCE GEORGE'S PLAZA LLC, WELLS FARGO BANK, NATIONAL ASSOCIATION, ITS SUCCESSORS AND ASSIGNS, AND FIRST AMERICAN TITLE INSURANCE COMPANY.

JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS IN 2005 AND INCLUDES ITEMS 2,3,4,6,7(a), 7(b)(1), 7(c), 8,9,10,11(a)(SURFACE ONLY), 13,16, and 18 OF TABLE A THEREOF PURSUANT TO THE

THE STATE OF MINNESOTA CERTIFIES THAT THE FOREGOING ACCOUNT OF THIS SUBJECT DOES NOT ENTAIL THAT AN
IS SPECIFIED THEREIN. EXCEPT AS SHOWN AND LISTED HEREON, THERE WERE NO VISIBLE ENCROACHMENTS,
THE SUBJECT PROPERTY OR ONTO ADJACENT PROPERTIES BY THE IMPROVEMENTS ON THE SUBJECT PROPERTY.

W. JOSEPH HINES
PROFESSIONAL LAND SURVEYOR

100-443887-100

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OFFICIAL SURVEY No. 10887

CURVE DATA						
No.	Radius	Delta	Arc	Tan	Chord	Bearing
1	125.82	54°45'56"	143.16	71.64	143.10	N48°09'28"E
2	108.00	90°00'00"	169.65	108.00	152.74	S48°32'28"W

[illegible]

20410 CENTURY BOULEVARD., SUITE 200, GERMANTOWN, MARYLAND 2087



PHONE: (301) 444-8282 FAX: (301) 444-8181
www.g-and-o.com

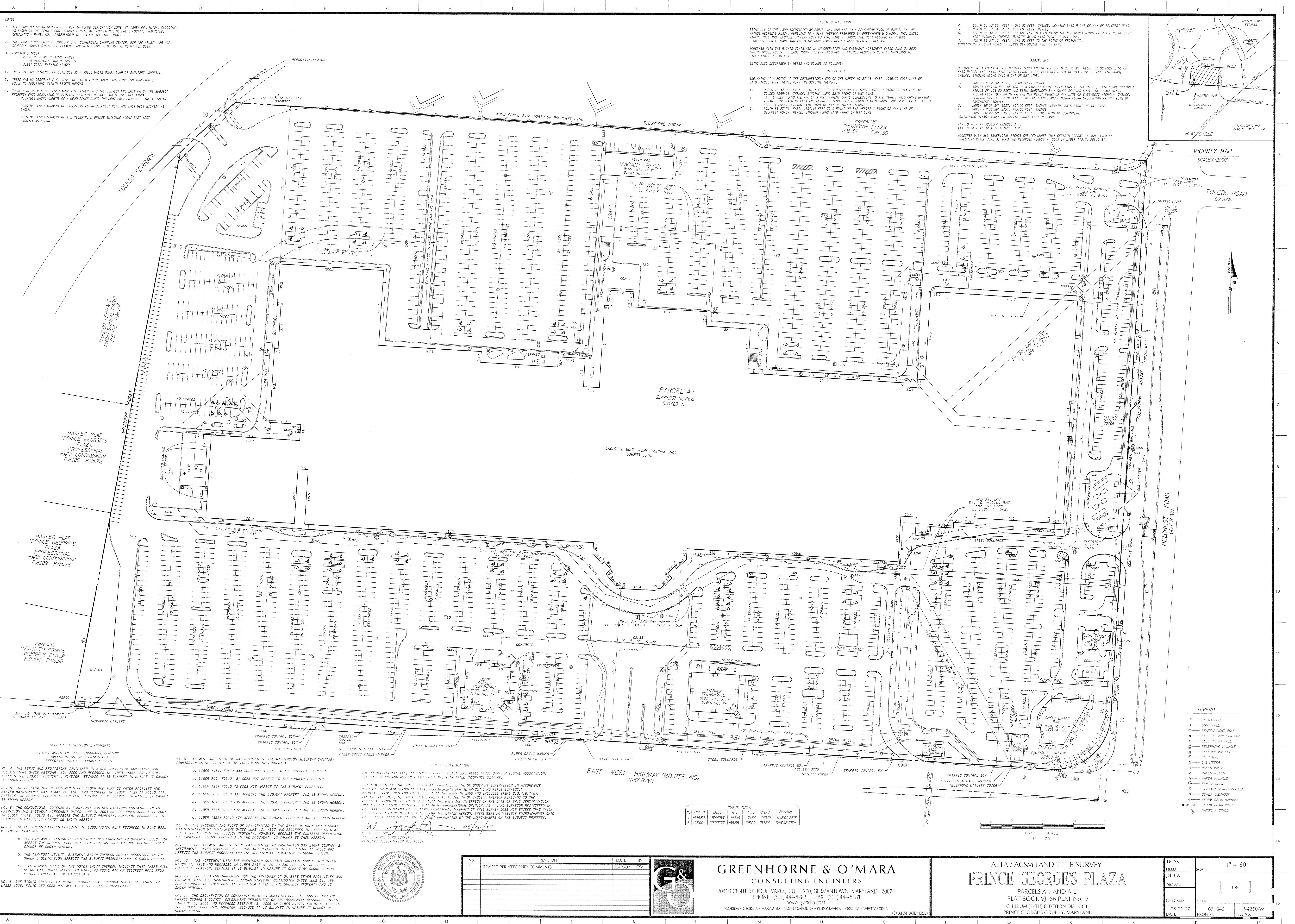
FLORIDA • GEORGIA • MARYLAND • NORTH CAROLINA • PENNSYLVANIA • VIRGINIA • WEST VIRGINIA

PARCELS A-1 AND A-2

PLAT BOOK VJ186 PLAT No. 9

CHILLUM (17TH) ELECTION DISTRICT
PRINCE GEORGE'S COUNTY, MARYLAND

TF SS	1" = 60'	
FIELD	SCALE	
JH CA	 OF 	
DRAWN		
CHECKED	SHEET	
05-01-07	071649	R-4250-W



- NOTES
1. THE PROPERTY SHOWN HEREON LIES WITHIN FLOOD DESIGNATION ZONE "C" (AREA OF MINIMAL FLOODING) AS SHOWN ON THE FEMA FLOOD INSURANCE RATE MAP FOR PRINCE GEORGE'S COUNTY, MARYLAND, COMMUNITY PANEL NO. 24508-0025 C, DATED JUNE 18, 1987.
 2. THE SUBJECT PROPERTY IS ZONED C-3-C (COMMERCIAL SHOPPING CENTER) PER "PG ATLAS" (PRINCE GEORGE'S COUNTY 4151). SEE ATTACHED DOCUMENTS FOR SETBACKS AND PERMITTED USES.
 3. PARKING SPACES:
2,878 REGULAR PARKING SPACES
89 HANDICAP PARKING SPACES
2,967 TOTAL PARKING SPACES
 4. THERE WAS NO EVIDENCE OF SITE USE AS A SOLID WASTE DUMP, SLUMP OR SANITARY LANDFILL.
 5. THERE WAS NO OBSERVABLE EVIDENCE OF EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS WITHIN RECENT MONTHS.
 6. THERE WERE NO VISIBLE ENCROACHMENTS EITHER ONTO THE SUBJECT PROPERTY OR BY THE SUBJECT PROPERTY AFFECTING ADJACENT PROPERTIES OR RIGHTS OF WAY EXCEPT THE FOLLOWING:
POSSIBLE ENCROACHMENT OF A WOOD FENCE ALONG THE NORTHERLY PROPERTY LINE AS SHOWN.
POSSIBLE ENCROACHMENT OF THE PEDESTRIAN BRIDGE BUILDING ALONG EAST WEST HIGHWAY AS SHOWN.

LEGAL DESCRIPTION

BEING ALL OF THE LAND IDENTIFIED AS PARCELS A-1 AND A-2 IN A RE-SUBDIVISION OF PARCEL "A" OF PRINCE GEORGE'S PLAZA, PURSUANT TO A PLAT THEREOF PREPARED BY GREENHORN & O'MARA, INC. DATED MARCH, 1998 AND RECORDED IN PLAT BOOK V.I. 186, PAGE 3, AMONG THE PLAT RECORDS OF PRINCE GEORGE'S COUNTY, MARYLAND AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TOGETHER WITH THE RIGHTS CONTAINED IN AN OPERATION AND EASEMENT AGREEMENT DATED JUNE 3, 2003 AND RECORDED AUGUST 1, 2003 AMONG THE LAND RECORDS OF PRINCE GEORGE'S COUNTY, MARYLAND IN LIBER 17812, FOLIO 611

BEING ALSO DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

PARCEL A-1

BEGINNING AT A POINT AT THE SOUTHWESTERN END OF THE NORTH 10°32'20" EAST, 1086.23 FOOT LINE OF SAID PARCEL A-1; THENCE WITH THE OUTLINE THEREOF;

1. NORTH 10°32'20" EAST, 1086.23 FEET TO A POINT ON THE SOUTHWESTERN RIGHT OF WAY LINE OF TOLEDO TERRACES, THENCE, BINDING ALONG SAID RIGHT OF WAY LINE;
2. 143.18 FEET ALONG THE ARC OF A NOW-TANGENT CURVE DEFLECTING TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 1406.89 FEET AND BEING SUBTENDED BY A CHORD BEARING NORTH 48°09'28" EAST, 143.10 FEET; THENCE, LEAVING SAID RIGHT OF WAY OF TOLEDO TERRACES;
3. SOUTH 86°27'34" EAST, 155.14 FEET TO A POINT ON THE WESTERN RIGHT OF WAY LINE OF BELCEST ROAD, THENCE, BINDING ALONG SAID RIGHT OF WAY LINE;

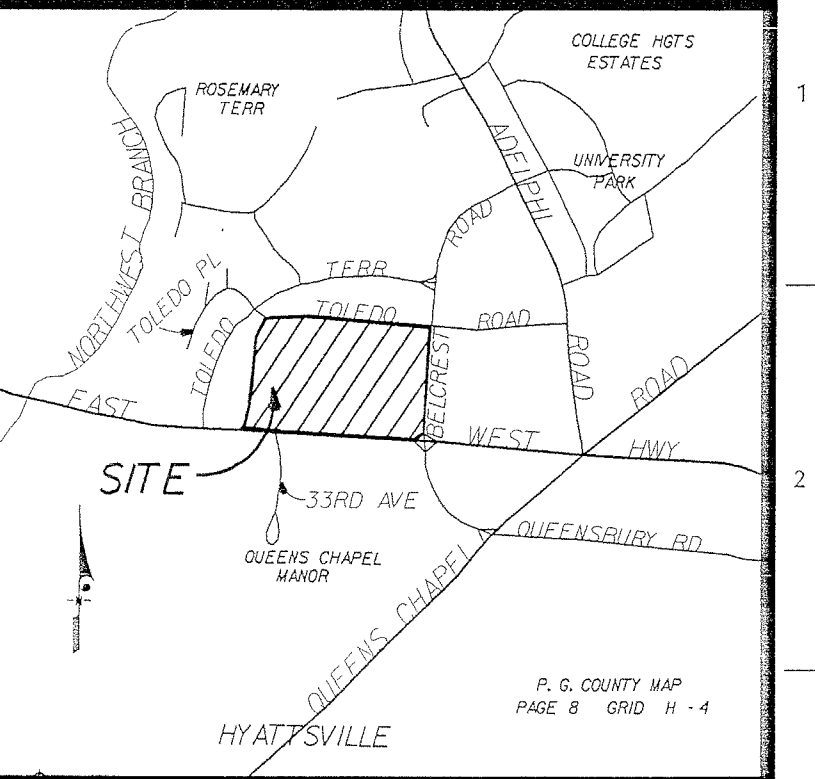
PARCEL A-2

BEGINNING AT A POINT AT THE NORTHEASTERN END OF THE SOUTH 03°32'20" WEST, 57.00 FOOT LINE OF SAID PARCEL A-2; SAID POINT ALSO LYING ON THE WESTERN RIGHT OF WAY LINE OF BELCEST ROAD; THENCE, BINDING ALONG SAID RIGHT OF WAY LINE;

1. SOUTH 03°32'20" WEST, 57.00 FEET, THENCE;
2. 69.45 FEET ALONG THE ARC OF A TANGENT CURVE DEFLECTING TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 108.00 FEET AND BEING SUBTENDED BY A CHORD BEARING SOUTH 48°32'30" WEST, 152.14 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF EAST-WEST HIGHWAY, THENCE, LEAVING SAID RIGHT OF WAY OF BELCEST ROAD AND BINDING ALONG SAID RIGHT OF WAY LINE OF EAST-WEST HIGHWAY;
3. NORTH 86°27'34" WEST, 107.00 FEET, THENCE, LEAVING SAID RIGHT OF WAY LINE;
4. NORTH 03°32'20" EAST, 165.00 FEET, THENCE;
5. SOUTH 86°27'34" EAST, 215.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.788 ACRES OF 35,872 SQUARE FEET OF LAND.

TAX 10 NO. 11-3234804 (PARCEL A-1)
TAX 10 NO. 11-3234812 (PARCEL A-2)

TOGETHER WITH ALL BENEFICIAL RIGHTS CREATED UNDER THAT CERTAIN OPERATION AND EASEMENT AGREEMENT DATED JUNE 3, 2003 AND RECORDED AUGUST 1, 2003 IN LIBER 17812, FOLIO 611



- SCHEDULE B-SECTION 2 COMMENTS
- FIRST AMERICAN TITLE INSURANCE COMPANY
COMMITMENT NO. NCS 89459 (MIL)
EFFECTIVE DATE: FEBRUARY 1, 2007
- NO. 4. THE TERMS AND PROVISIONS CONTAINED IN A DECLARATION OF COVENANTS AND RESTRICTIONS DATED FEBRUARY 10, 2000 AND RECORDED IN LIBER 1588, FOLIO 610, AFFECTS THE SUBJECT PROPERTY, HOWEVER, BECAUSE IT IS BLANKET IN NATURE IT CANNOT BE SHOWN HEREON.
- NO. 5. THE DECLARATION OF COVENANTS FOR STORM AND SURFACE WATER FACILITY AND SYSTEM MAINTENANCE DATED MAY 21, 2003 AND RECORDED IN LIBER 17528 AT FOLIO 171, AFFECTS THE SUBJECT PROPERTY, HOWEVER, BECAUSE IT IS BLANKET IN NATURE IT CANNOT BE SHOWN HEREON.
- NO. 6. THE CONDITIONS, COVENANTS, EASEMENTS AND RESTRICTIONS CONTAINED IN AN OPERATION AND EASEMENT AGREEMENT DATED JUNE 3, 2003 AND RECORDED AUGUST 1, 2003 IN LIBER 17812, FOLIO 611 AFFECTS THE SUBJECT PROPERTY, HOWEVER, BECAUSE IT IS BLANKET IN NATURE IT CANNOT BE SHOWN HEREON.
- NO. 7. THE FOLLOWING MATTERS PURSUANT TO SUBDIVISION PLAT RECORDED IN PLAT BOOK V.I. 186 AT PLAT NO. 91:
- a. THE MINIMUM BUILDING RESTRICTION LINES PURSUANT TO OWNER'S DEDICATION AFFECT THE SUBJECT PROPERTY, HOWEVER, AS THEY ARE NOT DEFINED, THEY CANNOT BE SHOWN HEREON.
 - b. THE TEN-FOOT UTILITY EASEMENT SHOWN HEREON AND AS DESCRIBED IN THE OWNER'S DEDICATION AFFECTS THE SUBJECT PROPERTY AND IS SHOWN HEREON.
 - c. ITEM NUMBER THREE OF THE NOTES SHOWN HEREON INDICATE THAT THERE WILL BE NO ADDITIONAL ACCESS TO MARYLAND ROUTE 410 OR BELCEST ROAD FROM EITHER PARCEL A-1 OR PARCEL A-2.
- NO. 8. THE RIGHTS GRANTED TO PRINCE GEORGE'S GAS CORPORATION AS SET FORTH IN LIBER 1389, FOLIO 293 DOES NOT APPLY TO THE SUBJECT PROPERTY.

- NO. 9. EASEMENT AND RIGHT OF WAY GRANTED TO THE WASHINGTON SUBURBAN SANITARY COMMISSION AS SET FORTH IN THE FOLLOWING INSTRUMENTS:
- a. LIBER 1431, FOLIO 331 DOES NOT AFFECT TO THE SUBJECT PROPERTY.
 - b. LIBER 940, FOLIO 181 DOES NOT AFFECT TO THE SUBJECT PROPERTY.
 - c. LIBER 1287 FOLIO 42 DOES NOT AFFECT TO THE SUBJECT PROPERTY.
 - d. LIBER 2636 FOLIO 331 AFFECTS THE SUBJECT PROPERTY AND IS SHOWN HEREON.
 - e. LIBER 2047 FOLIO 435 AFFECTS THE SUBJECT PROPERTY AND IS SHOWN HEREON.
 - f. LIBER 1747 FOLIO 492 AFFECTS THE SUBJECT PROPERTY AND IS SHOWN HEREON.
 - g. LIBER 1821 FOLIO 474 AFFECTS THE SUBJECT PROPERTY AND IS SHOWN HEREON.
- NO. 10. THE EASEMENT AND RIGHT OF WAY GRANTED TO THE STATE OF MARYLAND HIGHWAY ADMINISTRATION BY INSTRUMENT DATED JUNE 10, 1977 AND RECORDED IN LIBER 8010 AT FOLIO 808 AFFECTS THE SUBJECT PROPERTY, HOWEVER, BECAUSE THE EXHIBITS DESCRIBING THE EASEMENTS IS NOT PROVIDED IN THE DOCUMENT, IT CANNOT BE SHOWN HEREON.
- NO. 11. THE EASEMENT AND RIGHT OF WAY GRANTED TO WASHINGTON GAS LIGHT COMPANY BY INSTRUMENT DATED NOVEMBER 26, 1980 AND RECORDED IN LIBER 540 AT FOLIO 486 AFFECTS THE SUBJECT PROPERTY AND THE APPROXIMATE LOCATION IS SHOWN HEREON.
- NO. 12. THE AGREEMENT WITH THE WASHINGTON SUBURBAN SANITARY COMMISSION DATED MARCH 11, 1958 AND RECORDED IN LIBER 2123 AT FOLIO 230 AFFECTS THE SUBJECT PROPERTY, HOWEVER, BECAUSE IT IS BLANKET IN NATURE IT CANNOT BE SHOWN HEREON.
- NO. 13. THE DEED AND AGREEMENT FOR THE TRANSFER OF ON-SITE SEWER FACILITIES AND EASEMENT WITH THE WASHINGTON SUBURBAN SANITARY COMMISSION DATED JUNE 21, 1991 AND RECORDED IN LIBER 8038 AT FOLIO 524 AFFECTS THE SUBJECT PROPERTY AND IS SHOWN HEREON.
- NO. 14. THE DECLARATION OF COVENANTS BETWEEN JONATHAN WELLS, TRUSTEE AND THE PRINCE GEORGE'S COUNTY GOVERNMENT DEPARTMENT OF ENVIRONMENTAL RESOURCES DATED JANUARY 12, 2008 AND RECORDED FEBRUARY 6, 2008 IN LIBER 24273, FOLIO 78 AFFECTS THE SUBJECT PROPERTY, HOWEVER, BECAUSE IT IS BLANKET IN NATURE IT CANNOT BE SHOWN HEREON.

SURVEY CERTIFICATION

TO: MR. WATTSVILLE LLC, PR. PRINCE GEORGE'S PLAZA LLC, WELLS FARGO BANK, NATIONAL ASSOCIATION, ITS SUCCESSORS AND ASSIGNS, AND FIRST AMERICAN TITLE INSURANCE COMPANY.

I HEREBY CERTIFY THAT THIS SURVEY WAS PREPARED BY ME OR UNDER MY SUPERVISION IN ACCORDANCE WITH THE "MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS," JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS IN 2008 AND INCLUDES ITEMS 2, 3, 4, 6, 7, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100.

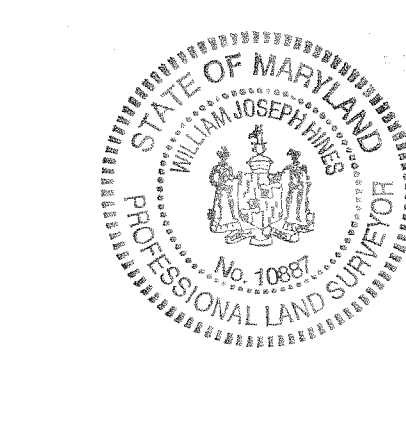
UNLESS OTHERWISE SPECIFIED, ALL MEASUREMENTS WERE MADE BY ME OR UNDER MY SUPERVISION. I AM A LAND SURVEYOR REGISTERED IN THE STATE OF MARYLAND AND THE RELATIVE POSITIONAL ACCURACY OF THIS SURVEY DOES NOT EXCEED THAT WHICH IS SPECIFIED THEREIN. EXCEPT AS SHOWN AND LISTED HEREON, THERE WERE NO VISIBLE ENCROACHMENTS ONTO THE SUBJECT PROPERTY OR ONTO ADJACENT PROPERTIES BY THE IMPROVEMENTS ON THE SUBJECT PROPERTY.

W. JOSEPH HINES
PROFESSIONAL LAND SURVEYOR
MARYLAND REGISTRATION NO. 10887

05/10/07

CURVE DATA

No.	Radius	Delta	Arc	Tan	Chord	Bearing
1	1436.82	54°45'	143.6	7.84	143.0	N48°09'28"E
2	1080.00	90°00'00"	169.65	108.00	169.74	S48°32'20"W



No.	REVISION	DATE	BY
1	REVISED PER ATTORNEY COMMENTS	05-10-07	CSA

GREENHORNE & O'MARA
CONSULTING ENGINEERS
20410 CENTURY BOULEVARD, SUITE 200, GERMANTOWN, MARYLAND 20874
PHONE: (301) 444-8262 FAX: (301) 444-8181
WWW.G-AND-O.COM

FLORIDA • GEORGIA • MARYLAND • NORTH CAROLINA • PENNSYLVANIA • VIRGINIA • WEST VIRGINIA

© LATEST DATE HEREON

ALTA / ACSM LAND TITLE SURVEY
PRINCE GEORGE'S PLAZA
PARCELS A-1 AND A-2
PLAT BOOK V.I.186 PLAT NO. 9
CHILLUM (17TH) ELECTION DISTRICT
PRINCE GEORGE'S COUNTY, MARYLAND

TF SS	SCALE	1" = 60'
JH CA		
DRAWN		
CHECKED	SHEET	1 OF 1
DATE	PROJ. NO.	071649
		R-4250-W
		FILE NO.



City of Hyattsville

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

Agenda Item Report

File #: HCC-175-FY22

12/6/2021

8.c)

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

Item Title:

PEPCO EVsmart Public Charging Network

Suggested Action:

Presentation only.

Summary Background:

The PEPCO EVsmart program will provide solutions in Prince George's County in areas that currently lack Electric Vehicle (EV) charging infrastructure, supporting the County's goals to reduce Greenhouse Gases (GHG) by 80% by 2050.

Public charging stations co-located at community-oriented facilities will integrate clean energy solutions with the County's existing commitments to public recreation, culture, health, and education.

Next Steps:

This item is scheduled for Discussion/Action on December 20, 2021.

Fiscal Impact:

N/A

City Administrator Comments:

N/A

Community Engagement:

N/A

Strategic Goals:

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

Legal Review Required?

N/A



Pepco's EVsmart Public Charging Network

Overview for City of Hyattsville



Program Overview

Utility Public Charging Programs were approved by the Maryland Public Service Commission in 2019 to support the clean energy and climate goals throughout the State.

Maryland's ZEV goal includes having more 300,000 EVs on the road by 2025; to meet this goal, more than 100,000 EVs must be added to the Pepco region territory

The EVsmart program will provide the necessary infrastructure to encourage EV adoption by our customers.



Overview for City of Hyattsville

Community Benefits

The EVsmart program will provide solutions in Prince George's County in areas that currently lack EV charging infrastructure, supporting the County's goals to reduce GHG by 80% by 2050.

An increase in public chargers will make EVs more attainable for Prince George's County residents that lack home charging opportunities.

Public charging stations co-located at community-oriented facilities will integrate clean energy solutions with the County's existing commitments to public recreation, culture, health, and education.



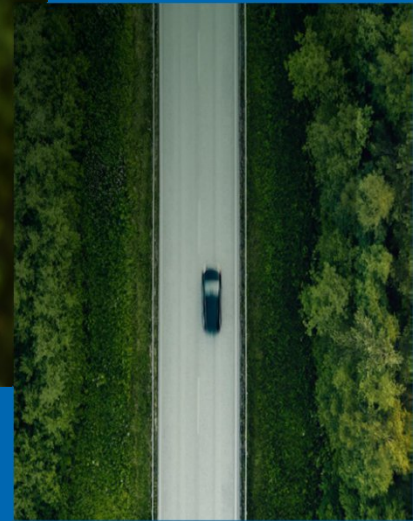
Overview for City of Hyattsville

A total of 250 Electric Vehicle (EV) Public Charging Network stations will be installed on government-owned or controlled property within Pepco's Maryland service territory, at no cost to the government site hosts.

- ⚙️ Pepco coordinates all equipment purchase and installation efforts with Greenlots, our selected EV charger vendor
- ⚙️ Pepco owns, operates, and maintains the EV chargers
- ⚙️ Two types of chargers (Level 2 and DC Fast) are available, allowing EV drivers the flexibility and peace of mind to drive farther

Pepco is currently operating 28 charging stations.

- ⚙️ 99.9% uptime/ reliability performance
- ⚙️ More than 4,500 pounds of carbon emissions offset to date





Overview for City of Hyattsville

As a program partner, government site hosts for EV chargers will:

- Be a current Pepco commercial customer with available electrical distribution capacity at the site

- Agree to provide Pepco with the right-of-way necessary to install and operate charging stations

- Provide parking to the public for at least 5 years

- Agree to work in partnership with Pepco for the duration of the five-year program



Overview for City of Hyattsville

What to Expect

Pepco EVsmart-branded charging stations would be installed near a dedicated parking space.

Equipment will be powered by 100% carbon-free energy sources.

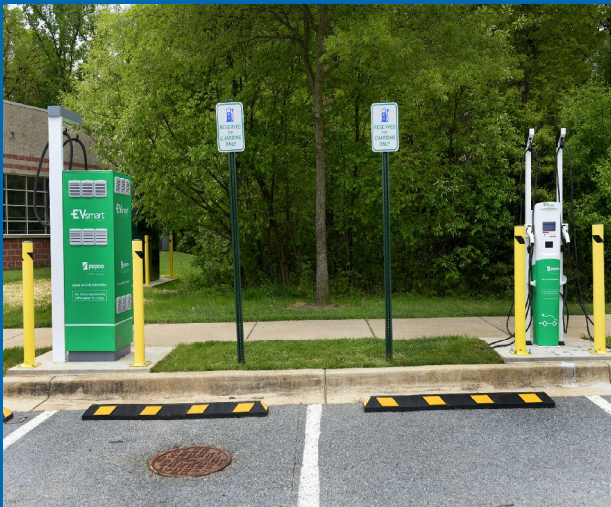
EV charger support equipment (ex: electrical panel, meter) will be dependent on the quantity and type of chargers installed.



Overview for City of Hyattsville

What to Expect

Pepco will provide signage for selected electric vehicle parking spaces for the installed EV charger units. While signage is provided, Pepco is unable to monitor use of dedicated spaces.



Overview for City of Hyattsville

Customer Experience Overview

To initiate a charging session on Pepco's EVsmart chargers, customers can scan the QR code on the chargers using the Greenlots mobile app* on iPhone or Android.



*Interoperability agreements between multiple EV charger manufacturers are in progress. This would allow customers to utilize comparable platforms including Electrify America, EVgo, ChargePoint and Blink direct access Pepco's Public Charging stations.

Customers can also use Greenlots RFID cards to initiate charge sessions or pay via credit card by calling 800-900-PLUG (7584).



Overview for City of Hyattsville

Customer Experience Overview

Customers will pay \$0.18/kWh for Level 2 charging or \$0.34/kWh for DC Fast charging.

The cost to use the charging station will be clearly noted on the station. Customers can also use the Greenlots mobile app to see the price.

Pepco customers with 5 or more registered electric vehicles can qualify for a discounted fleet rate of \$0.255/kWh, 25% off of the current DC Fast Charger rate of \$0.34/kWh.



Level 2 Charger



\$0.18/kWh

DC Fast Charger



\$0.34/kWh



	Level 2 Charger	DC Fast Charger
Charge Time	1 hour	15 minutes
Avg. Added Range	About 24 miles	About 37 miles
Avg. Cost	\$1.30	\$3.83

For average EV 60kW battery 200-mile range

Charging Station Deployment Process



Site Identification

Step 1



Review and Approval from
Government Site Host

Step 2



Execute License

Step 3



Engineering & Design

Step 4



Permits and Construction

Step 5



Job Inspected & In-Service

Step 6

Pepco's EVsmart team will communicate and collaborate with government partners throughout the process to ensure the installation meets the site host's needs and provides the greatest value to our customers

Overview for City of Hyattsville

Frequently Asked Questions

What are the benefits to the site host?

- All equipment and installation is provided at no cost to the site host. As a result, residents and visitors will have access to a more robust network of EV charging stations throughout the area.

Who pays for the electricity from the charging station?

-A new meter will be set up per site, with Pepco as the account holder. As such, the site host's bill will not be impacted. Customers using the charging station will pay PSC approved rates.

Who is responsible for the charger's maintenance?

-Pepco will maintain all charging stations for the duration of the approved program period.



Does Pepco provide signage for the parking spaces?

-Yes, Pepco will provide the EV parking space signage for each installed unit.

How is EV parking enforced?

-Pepco is unable to enforce parking specific to EV charging users. Government agencies are encouraged to utilize parking enforcement efforts as applicable to your site.

Who responds to EV charging customer's questions?

-If customers have questions will using Pepco's Evsmart public charging station, they can contact Greenlots at 855-900-PLUG (7584); Customers can also send general program questions to plugin@pepco.com



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-189-FY22

12/6/2021

9.a)

Submitted by: Sean Corcoran
Submitting Department: City Clerk
Agenda Section: Proclamation

Item Title:

Proclamation Recognizing the Northwestern High School Varsity Boys Soccer Team as the 2021 State Champions

Suggested Action:

I move that the Mayor and Council adopt a proclamation recognizing the Northwestern Wildcats Varsity Boys Soccer Team as the 2021 Maryland Public Secondary Schools Athletic Association 4A State Champions.

Summary Background:

The Northwestern High School Varsity Boys Soccer Team has claimed the MPSSAA 4A Championship for the first time since 1995. The team carried a seven (7) and two (2) record for the entirety of their successful campaign defeating all opponents in both the Regional and State tournaments.

Next Steps:

Adopt a proclamation honoring the team for their efforts in winning the 4A State Championship.

Fiscal Impact:

N/A

City Administrator Comments:

Recommend adoption.

Community Engagement:

N/A

Strategic Goals:

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

Legal Review Required?

N/A

CITY OF HYATTSVILLE

PROCLAMATION

RECOGNIZING THE NORTHWESTERN WILDCATS VARSITY BOYS SOCCER TEAM AS THE 2021 MPSSAA 4A STATE CHAMPIONS

This proclamation recognizes the Northwestern Wildcats Varsity Boys Soccer Team's successful campaign winning the 2021 Maryland State Championship.

WHEREAS, the 2021 Northwestern High School Varsity Boys Soccer team accomplished a season record of seven (7) wins and two (2) losses and were ultimately named the Maryland State Champions; and

WHEREAS, their Championship season included regional playoff victories over High Point High School and Parkdale High School earning the team a fourth seed ranking in the State tournament; and

WHEREAS, the team, led by Head Coach Victor Ramirez, upset top-ranked Severna Park High School in overtime leading to their Championship win over Northwest High School of Germantown; and

WHEREAS, the players exhibited poise and mental fortitude travailing through continual challenges and unfavorable odds to bring this highest honor to the City of Hyattsville.

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council are honored to acknowledge the Northwestern High School Varsity Boys Soccer team as the 2021 Maryland State Champions.

Kevin Ward

Mayor, City of Hyattsville

December 6, 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-167-FY22

12/6/2021

10.a)

Submitted by: Michelle Dunklee
Submitting Department: Police Department
Agenda Section: Consent

Item Title:

MOU with the Metropolitan Washington Council of Governments (AFIS)

Suggested Action:

I move that the Mayor and Council authorize the City Administrator to sign Memorandum of Understanding with the Metropolitan Washington Council of Governments on behalf of the Hyattsville City Police Department to continue as a regional participating jurisdiction with the Regional Automated Fingerprint Identification System (AFIS) and authorize the city to expend an amount not to exceed \$8,194.

Summary Background:

The AFIS allows for rapid search of latent fingerprints from crime scenes developed through arrest/booking process from multiple agencies in the National Capital Region (NCR). The combined regional sharing of AFIS data has resulted in an arrest database with many records on independent yet connected sites available to all approved law enforcement personnel.

The NCR AFIS provides a secure platform to rapidly search and compare latent fingerprints from crime scenes against a criminal database of more than 2 million arrest records that include fingerprints, palm prints, mugshots, and demographic information. The data saved and retrieved from AFIS database assists law enforcement personnel in solving crimes by matching latent prints with individuals who have a criminal history. The system also supports terrorism preparedness through data links with the Federal Bureau of Investigation's (FBI) Terrorist Screening Center Watch List.

Next Steps:

City Administrator's signature of MOU, submission of MOU to COG and remittance of funds.

Fiscal Impact:

\$8,194.00

City Administrator Comments:

Recommend approval.

Community Engagement:

N/A

Strategic Goals:

Goal 3 - Promote a Safe and Vibrant Community

Legal Review Required?

Pending

2/25/2019 sep

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CERTAIN METROPOLITAN WASHINGTON REGION JURISDICTIONS
AND
THE METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS
FOR
REGIONAL AUTOMATED FINGERPRINT IDENTIFICATION SYSTEM ("AFIS")**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") FOR REGIONAL AUTOMATED FINGERPRINT IDENTIFICATION SYSTEM ("AFIS"), made and entered into this 3rd day of April, 2019, by and between Participating Jurisdictions ("Participating Jurisdictions"/"Jurisdictions"), and the METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS ("COG"), collectively "the Parties."

WHEREAS, the Participating Jurisdictions have received federal funds from the Urban Area Security Initiative ("UASI") program to enhance regional terrorism preparedness by developing integrated systems for prevention, protection, response, and recovery, and because the critical capabilities which support such preparedness simultaneously support preparedness for other hazards, including natural disasters and other major incidents; and

WHEREAS, the National Capital Region ("NCR") Homeland Security Executive Committee ("HSEC"), which administers UASI funds for the NCR, has made the policy determination that UASI funding is not intended to operate, maintain or sustain a program capability, etc., in perpetuity, or invest in something that has an exclusively local value or to supplant a current capability; and

WHEREAS, a specific goal of this MOU, in addition to maintaining and further developing a specific public safety capability, is to coordinate and leverage knowledge in and among the Participating Jurisdictions for their mutual benefit and the overall benefit of the region; and

WHEREAS, HSEC has determined that the Automated Fingerprint Identification System ("AFIS"/"Program") should be transitioned from UASI funding to a dedicated longer-lasting, stable investment from the region through funding provided by the Participating Jurisdictions and management of the Program by a Lead Jurisdiction(s); and

WHEREAS, the COG CAOs Committee concurs with the HSEC determination and agrees to jointly support continued funding to assure implementation of this critical regional capability in FY 2020;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

SECTION 1. PROGRAM SCOPE

The AFIS allows for rapid search of latent fingerprints from crime scenes developed through the arrest/booking process from multiple agencies in the NCR. The combined regional sharing of AFIS data has resulted in an arrest database with many records on independent, yet connected, sites available to all approved law enforcement personnel.

The NCR AFIS provides a secure platform to rapidly search and compare latent fingerprints from crime scenes against a criminal database of more than 2 million arrest records that includes fingerprints, palm prints, mugshots, and demographic information. The data saved and retrieved from the AFIS database assists law enforcement personnel in solving crimes by matching latent

2/25/2019 sep

prints with individuals who have a criminal history. The system also supports terrorism preparedness through data links with the Federal Bureau of Investigation's (FBI) Terrorist Screening Center Watch List.

Mobile AFIS, employed by officers in the field identifies whether individuals have criminal records in the NCR within moments of contact with officers. Results are returned within 5 seconds of submitting a query. The UASI program has provided the hardware and other equipment that enables data sharing, including:

- 75 LiveScan booking stations
- Four regionally shared mugshot systems, and
- 900 mobile devices that officers carry with them in the field.

The UASI program has funded AFIS equipment and its annual maintenance, but not personnel costs. Law enforcement uses AFIS an average of over 21,000 times per month to identify a suspect or document a crime.

SECTION 2. LEAD JURISDICTIONS AND OVERALL RESPONSIBILITY

- A. The Lead Jurisdictions for the AFIS program, as confirmed by HSEC, are Fairfax County, Virginia, Montgomery County, Maryland, and the District of Columbia. The Lead Jurisdictions are also included in the references to Participating Jurisdictions in this MOU.
- B. The Lead Jurisdictions will manage directly, as well as participate in the Program, in conjunction with other Participating Jurisdictions and/or through contractors, as to be further set forth in the Addendum.
- C. The Lead Jurisdictions will engage in multi-lateral jurisdictional communication with the Participating Jurisdictions and COG regarding the Program, and these communications may be facilitated through subject matter expert committees hosted by COG.

SECTION 3. RESPONSIBILITY OF COG

- A. COG, in conjunction with HSEC and the Participating Jurisdictions, has established the funding levels for the Program as set forth in Section 5.
- B. COG shall act as a pass-through entity and be the depository for the funds provided by the Participating Jurisdictions to support the Program. COG shall reimburse the Lead Jurisdictions for costs associated with the Program pursuant to the agreed to schedule in the Addendum.
- C. No later than May 31, 2019, COG shall agree with the Lead Jurisdictions on the following to be incorporated into an Addendum to this MOU if not otherwise included in this MOU:
 1. Specific Program scope and deliverables,
 2. Key Program dates,
 3. Funding level,
 4. Timing of fund transfer and schedule, and
 5. Oversight or certification of satisfactory completion of the Program by the Lead Jurisdictions and the Participating Jurisdictions.

SECTION 4. RESPONSIBILITY OF PARTICIPATING JURISDICTIONS

The Participating Jurisdictions commit to the AFIS Program and agree to fund the Program and cooperatively work with the Lead Jurisdictions and COG in order to facilitate the Program and implement this MOU.

SECTION 5. JURISDICTIONAL FUNDING OF PROGRAM

- A. The Participating Jurisdictions agree to fund the Program by making their respective payments for one fiscal year period from July 1, 2019 to June 30, 2020 (FY20), in the amounts set forth in Attachment 1 which has been approved by Chief Administrative Officers ("CAO"). The payments are based on a per-capita allocation for the Participating Jurisdictions.
- B. The Parties understand that a failure by a Participating Jurisdiction to provide funding as set forth above will jeopardize the viability of this regional Program. A Participating Jurisdiction which fails to provide the stated funding as scheduled will not be included in and will be removed from the Program.
- C. The Program and this funding may be extended beyond FY20 by Addendum to this MOU indicating agreement of CAOs, the Participating Jurisdictions, and COG.

SECTION 6. PAYMENT PROCESS

- A. Pursuant to the Anti-Deficiency Act, 31 U.S.C. § 1341(a)(1), nothing contained in this Agreement shall be construed as binding on the District of Columbia to expend in any one fiscal year any sum in excess of the appropriations made by Congress for the purposes of this MOU for that fiscal year, or as involving the District of Columbia in any contract or other obligation for the further expenditure of money in excess of such appropriations. Further, nothing in this Agreement shall be construed as binding on the other Participating Jurisdictions to expend in any one fiscal year, any sum in excess of the respective appropriations of their governing bodies.
- B. The Participating Jurisdictions shall remit their required funding to COG by check or direct deposit (ACH) by December 15th of each fiscal year pursuant to invoicing by COG.

SECTION 7. ADDITIONAL PARTICIPANTS

Other Jurisdictions in the NCR may choose to become a Participating Jurisdiction by executing this MOU and upon approval by the other Participating Jurisdictions. Actual commencement of participation of the joining Jurisdiction may not occur until the following Program year, depending upon the time of joinder. COG and the Lead Jurisdictions shall determine when commencement of participation can occur.

SECTION 8. TERMINATION

The Participating Jurisdictions agree to provide 60 days advance written notice to the other Participating Jurisdictions if a Jurisdiction decides to terminate its participation in this MOU for the next fiscal year. Notice should be sent to MWCOG which shall advise the other Jurisdictions:

2/25/2019 sep

Managing Director, Homeland Security and Public Safety
MWCOC
777 North Capitol St NE #300
Washington, DC 20002

Termination during a fiscal year will not result in a remitting of funds paid or otherwise affect the Program for the then fiscal year.

This MOU becomes effective once COG and all of the undersigned CAOs sign this MOU on behalf of their Participating Jurisdiction.

[See next page]

**SECOND ADDENDUM TO MEMORANDUM OF UNDERSTANDING
FOR
REGIONAL AUTOMATED FINGERPRINT IDENTIFICATION SYSTEM ("AFIS")**

DATE: August 1, 2021

CHANGES:

**Amend Memorandum of Understanding ("MOU") to ADD a new Section 9, as follows
to extend the effective date of the MOU:**

SECTION 9. EXTENSION OF EFFECTIVE DATE

The effective date of this MOU shall be extended to December 31, 2022.

The parties hereto have executed this Addendum as of the day, month and year first above written. All other provisions of the MOU shall remain the same.

MOU SIGNATORIES

DISTRICT OF COLUMBIA

Kevin Donahue
Acting City Administrator

Date

TOWN OF BLADENSBURG, MD

Bob McGrory
Town Administrator

Date

CITY OF GAITHERSBURG, MD

Tanisha Briley
City Manager

Date

CITY OF GREENBELT, MD

Nicole Ard
City Manager

Date

CITY OF HYATTSVILLE, MD

Tracey Douglas
City Manager

Date

CITY OF LAUREL, MD

LouAnn Crook
City Administrator

Date

MONTGOMERY COUNTY, MD

Richard Madaleno
Chief Administrative Officer

Date

PRINCE GEORGE'S COUNTY, MD

Tara Jackson
Chief Administrative Officer

Date

CITY OF ROCKVILLE, MD

Rob DiSpirito
City Manager

Date

CITY OF TAKOMA PARK, MD

Jamal Fox
City Manager

Date

CITY OF ALEXANDRIA, VA

Mark Jinks
City Manager

Date

ARLINGTON COUNTY, VA

Mark Schwartz
County Manager

Date

CITY OF FAIRFAX, VA

Robert Stalzer
City Manager

Date

FAIRFAX COUNTY, VA

Bryan Hill
County Executive

Date

CITY OF FALLS CHURCH, VA

Wyatt Shields
City Manager

Date

LOUDOUN COUNTY, VA

Tim Hemstreet
Chief Administrative Officer

Date

CITY OF MANASSAS, VA

William Pate
City Manager

Date

CITY OF MANASSAS PARK, VA

Laszlo Palko
City Manager

Date

PRINCE WILLIAM COUNTY, VA

Chris Martino
County Executive

Date

METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS

Chuck Bean
Executive Director

Date



AUTOMATED FINGERPRINT IDENTIFICATION SYSTEM (AFIS)

DAY-TO-DAY IMPACTS

The National Capital Region (NCR) AFIS provides a secure platform to rapidly search and compare latent fingerprints from crime scenes against a criminal database of more than two million arrest records that includes fingerprints, palm prints, mugshots, and demographic information. The data saved and retrieved from the AFIS database assists law enforcement personnel in solving crimes by matching latent prints with individuals who have a criminal history. The system also supports terrorism preparedness through data links with the Federal Bureau of Investigation's (FBI) Terrorist Screening Center Watch List.

Mobile AFIS, employed by officers in the field, identifies whether individuals have criminal records in the NCR within moments of contact with officers. Results are returned within five seconds of submitting a query. The program provides the hardware and other equipment that enables data sharing, including:

- 75 LiveScan booking stations,
- Regionally shared mugshot systems using a cloud architecture, and
- 900 mobile devices that officers carry with them in the field.

LONG-TERM RETURN ON INVESTMENT

The UASI program previously funded AFIS equipment and its annual maintenance, but not personnel costs. Law enforcement uses AFIS an average of over 21,000 times per month to identify a suspect or document a crime. The program is migrating to a cloud services model which reduces the need to purchase new on-site equipment, and provides more value and a lower cost of ownership moving forward. The cloud services model also enhances the security of the system, provides continuous improvements in system accuracy, security, and dependable availability without becoming obsolete. currently utilizes a procurement method that provides yearly flat and predictable costs until 2030.

COST

The NCR invested \$38,721,884 of UASI funds in the AFIS program between 2005 and 2016. The annual cost to maintain the AFIS capability is \$2,455,280 through Fiscal Year (FY) 2030. This covers the cost of system maintenance, equipment replacement, and training personnel. In FY 2022, the cost will be offset by \$400,000 using contingency and rollover funding from FY 2021, resulting in a total cost of \$2,256,108 for FY 2022.

PROPOSED ALLOCATION FOR JURISDICTIONAL BUDGETS

The recommended course of action, supported by the CAOs, includes a central fund managed by COG and the development of memoranda of understanding (MOU) between COG and the organizations and localities currently managing the program.

The table below reflects the proposed allocations per jurisdiction to fund this project in local FY 2022. Only those jurisdictions participating in the project are included in the allocation.

Reasonable accommodations are provided upon request, including alternative formats of meeting materials.

Visit www.mwco.org/accommodations or call (202) 962-3300 or (202) 962-3213 (TDD).

777 NORTH CAPITOL STREET NE, SUITE 300, WASHINGTON, DC 20002

MWCOG.ORG (202) 962-3200

Jurisdiction	Population ¹	Proposed Allocation ²
Alexandria, City of	162,500	\$63,404
Arlington County	242,800	\$94,736
Bladensburg, Town of	9,600	\$3,746
District of Columbia	720,700	\$281,204
Fairfax, City of	27,000	\$10,535
Fairfax County	1,185,000	\$462,365
Falls Church, City of	14,700	\$5,736
Gaithersburg, City of	71,600	\$27,937
Greenbelt, City of	23,900	\$9,325
Hyattsville, City of	21,000	\$8,194
Laurel, City of	25,700	\$10,028
Loudoun County	438,200	\$170,977
Manassas, City of	43,700	\$17,051
Manassas Park, City of	17,800	\$6,945
Montgomery County	901,600	\$351,787
Prince George's County	786,600	\$306,917
Prince William County	482,200	\$188,145
Rockville, City of	74,600	\$29,108
Takoma Park, City of	18,300	\$7,140
TOTAL	5,267,500	\$2,055,280

¹The population figures are derived from the approved COG FY 2022 Work Program and Budget document which uses data certified by each jurisdiction's chief administrative officer.

²The allocations were calculated on a per capita basis using the FY 2022 budget submitted by the AFIS project lead.



AUTOMATED FINGERPRINT IDENTIFICATION SYSTEM (AFIS)

DAY-TO-DAY IMPACTS

The National Capital Region (NCR) AFIS provides a secure platform to rapidly search and compare latent fingerprints from crime scenes against a criminal database of more than two million arrest records that includes fingerprints, palm prints, mugshots, and demographic information. The data saved and retrieved from the AFIS database assists law enforcement personnel in solving crimes by matching latent prints with individuals who have a criminal history. The system also supports terrorism preparedness through data links with the Federal Bureau of Investigation's (FBI) Terrorist Screening Center Watch List.

Mobile AFIS, employed by officers in the field, identifies whether individuals have criminal records in the NCR within moments of contact with officers. Results are returned within five seconds of submitting a query. The program provides the hardware and other equipment that enables data sharing, including:

- 75 LiveScan booking stations,
- Regionally shared mugshot systems using a cloud architecture, and
- 900 mobile devices that officers carry with them in the field.

LONG-TERM RETURN ON INVESTMENT

The UASI program previously funded AFIS equipment and its annual maintenance, but not personnel costs. Law enforcement uses AFIS an average of over 21,000 times per month to identify a suspect or document a crime. The program is migrating to a cloud services model which reduces the need to purchase new on-site equipment, and provides more value and a lower cost of ownership moving forward. The cloud services model also enhances the security of the system, provides continuous improvements in system accuracy, security, and dependable availability without becoming obsolete. currently utilizes a procurement method that provides yearly flat and predictable costs until 2030.

COST

The NCR invested \$38,721,884 of UASI funds in the AFIS program between 2005 and 2016. The annual cost to maintain the AFIS capability is \$2,455,280 through Fiscal Year (FY) 2030. This covers the cost of system maintenance, equipment replacement, and training personnel. In FY 2022, the cost will be offset by \$400,000 using contingency and rollover funding from FY 2021, resulting in a total cost of \$2,256,108 for FY 2022.

PROPOSED ALLOCATION FOR JURISDICTIONAL BUDGETS

The recommended course of action, supported by the CAOs, includes a central fund managed by COG and the development of memoranda of understanding (MOU) between COG and the organizations and localities currently managing the program.

The table below reflects the proposed allocations per jurisdiction to fund this project in local FY 2022. Only those jurisdictions participating in the project are included in the allocation.

Reasonable accommodations are provided upon request, including alternative formats of meeting materials.

Visit www.mwcog.org/accommodations or call (202) 962-3300 or (202) 962-3213 (TDD).

777 NORTH CAPITOL STREET NE, SUITE 300, WASHINGTON, DC 20002

MWCOG.ORG (202) 962-3200

Jurisdiction	Population ¹	Proposed Allocation ²
Alexandria, City of	162,500	\$63,404
Arlington County	242,800	\$94,736
Bladensburg, Town of	9,600	\$3,746
District of Columbia	720,700	\$281,204
Fairfax, City of	27,000	\$10,535
Fairfax County	1,185,000	\$462,365
Falls Church, City of	14,700	\$5,736
Gaithersburg, City of	71,600	\$27,937
Greenbelt, City of	23,900	\$9,325
Hyattsville, City of	21,000	\$8,194
Laurel, City of	25,700	\$10,028
Loudoun County	438,200	\$170,977
Manassas, City of	43,700	\$17,051
Manassas Park, City of	17,800	\$6,945
Montgomery County	901,600	\$351,787
Prince George's County	786,600	\$306,917
Prince William County	482,200	\$188,145
Rockville, City of	74,600	\$29,108
Takoma Park, City of	18,300	\$7,140
TOTAL	5,267,500	\$2,055,280

¹The population figures are derived from the approved COG FY 2022 Work Program and Budget document which uses data certified by each jurisdiction's chief administrative officer.

²The allocations were calculated on a per capita basis using the FY 2022 budget submitted by the AFIS project lead.



City of Hyattsville

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

Agenda Item Report

File #: HCC-168-FY22

12/6/2021

10.b)

Submitted by: Michelle Dunklee
Submitting Department: Police Department
Agenda Section: Consent

Item Title:

MOU with the Metropolitan Washington Council of Governments (LPR)

Suggested Action:

I move that the Mayor and Council authorize the City Administrator to sign a Memorandum of Understanding with the Metropolitan Washington Council of Governments on behalf of the Hyattsville City Police Department to continue as a regional participating jurisdiction with the Law Enforcement License Plate Readers (LPR) Program and authorize the City to expend an amount not to exceed \$1,207.00.

Summary Background:

The LPR collects and allows authorized personnel to rapidly access regional LPR data to receive early warnings about potential threats, support investigations and conduct day-to-day law enforcement activities. Images captured by LPR cameras are converted to data using Optical Character Recognition (OCR) technology which are then compared to a customizable "hot list" that can contain information on vehicles related to auto thefts, AMBER alerts, outstanding warrants, emission testing violations, failure to properly register, and other agency defined information. If an alert or "hit" occurs the jurisdiction that owns the LPR notifies a regional Terror Screening Center operated by the Federal Bureau of Investigation (FBI) and responds as needed.

Next Steps:

City Administrator's signature for authorization.

Fiscal Impact:

\$1,207.00

City Administrator Comments:

Recommend support.

Community Engagement:

N/A

Strategic Goals:

Goal 3 - Promote a Safe and Vibrant Community

Legal Review Required?

Pending

2/13/2019 sep

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CERTAIN METROPOLITAN WASHINGTON REGION JURISDICTIONS
AND
THE METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS
FOR
LAW ENFORCEMENT LICENSE PLATE READERS ("LPR")**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") FOR LAW ENFORCEMENT LICENSE PLATE READERS ("LPR"), made and entered into this 3rd day of April, 2019, by and between Participating Jurisdictions ("Participating Jurisdictions"/"Jurisdictions"), and the METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS ("COG"), collectively "the Parties."

WHEREAS, the Participating Jurisdictions have received federal funds from the Urban Area Security Initiative ("UASI") program to enhance regional terrorism preparedness by developing integrated systems for prevention, protection, response, and recovery, and because the critical capabilities which support such preparedness simultaneously support preparedness for other hazards, including natural disasters and other major incidents; and

WHEREAS, the National Capital Region ("NCR") Homeland Security Executive Committee ("HSEC"), which administers UASI funds for the NCR, has made the policy determination that UASI funding is not intended to operate, maintain or sustain a program capability, etc., in perpetuity, or invest in something that has an exclusively local value or to supplant a current capability; and

WHEREAS, a specific goal of this MOU, in addition to maintaining and further developing a specific public safety capability, is to coordinate and leverage knowledge in and among the Participating Jurisdictions for their mutual benefit and the overall benefit of the region; and

WHEREAS, HSEC has determined that the Law Enforcement License Plate Readers Program ("LPR"/"Program") should be transitioned from UASI funding to a dedicated longer-lasting, stable investment from the region through funding provided by the Participating Jurisdictions and management of the Program by a Lead Jurisdiction; and

WHEREAS, the COG CAOs Committee concurs with the HSEC determination and agrees to jointly support continued funding to assure implementation of this critical regional capability in FY 2020;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

SECTION 1. PROGRAM SCOPE

The LPR collects and allows authorized personnel to rapidly access regional LPR data to receive early warnings about potential threats, support investigations, and conduct day-to-day law enforcement activities. Images captured by LPR cameras are converted to data using optical character recognition (OCR) technology and then compared to customizable "hot lists" that can contain information on vehicles related to auto thefts, AMBER alerts, outstanding warrants, emission testing violations, failure to properly register, and other agency-defined information. If an alert or "hit" occurs, the jurisdiction that owns the LPR notifies a regional Terror Screening Center operated by the Federal Bureau of Investigation ("FBI") and responds as needed.

The LPR Program currently includes 37 fixed cameras and 15 trailers with mobile cameras attached that are available for regional deployment and that share information between more than 24 federal, state, local and regional law enforcement partners. Also certain police vehicles in each jurisdiction have up to 2 mobile cameras on them to monitor vehicles and 4 covert cameras available for use.

Experts report that the LPR project's early warning and investigative capabilities are critical to regional efforts to combat terrorism. Detecting the approach of vehicles connected to a threat can allow for protective measures to be taken, such as closing access points, raising barriers, or deploying additional personnel. For investigations, LPR data permits the reconstruction of events and timelines, and allows for the identification of other vehicles related to terror threats or criminal activity.

LPRs are deployed strategically in busy roadways; help secure vital areas such as airports, ports and transit stations; and are also highly effective tools for recovering stolen vehicles and addressing issues with vehicle registration and emissions testing. LPR systems can observe and record over 1000 license plates per hour, depending on lighting and weather conditions. LPR systems scan over 500,000 license plates each day in Washington, DC alone.

SECTION 2. LEAD JURISDICTION AND OVERALL RESPONSIBILITY

- A. The Lead Jurisdiction(s) for the LPR program, as confirmed by HSEC, is the District of Columbia. The Lead Jurisdiction is also included in the references to Participating Jurisdictions in this MOU.
- B. The Lead Jurisdiction will manage directly, as well as participate in the Program, in conjunction with other Participating Jurisdictions and/or through contractors, as to be further set forth in the Addendum.
- C. The Lead Jurisdiction will engage in multi-lateral jurisdictional communication with the Participating Jurisdictions and COG regarding the Program, and these communications may be facilitated through subject matter expert committees hosted by COG.

SECTION 3. RESPONSIBILITY OF COG

- A. COG, in conjunction with HSEC and the Participating Jurisdictions, has established the funding levels for the Program as set forth in Section 5.
- B. COG shall act as a pass-through entity and be the depository for the funds provided by the Participating Jurisdictions to support the Program. COG shall reimburse the Lead Jurisdiction(s) for costs associated with the Program pursuant to the agreed to schedule in the Addendum.
- C. No later than May 31, 2019, COG shall agree with the Lead Jurisdiction(s) on the following to be incorporated into an Addendum to this MOU if not otherwise included in this MOU:
 - 1. Specific Program scope and deliverables,
 - 2. Key Program dates,
 - 3. Funding level,
 - 4. Timing of fund transfer and schedule, and

5. Oversight or certification of satisfactory completion of the Program by the Lead Jurisdiction and the Participating Jurisdictions.

SECTION 4. RESPONSIBILITY OF PARTICIPATING JURISDICTIONS

The Participating Jurisdictions commit to the LPR Program and agree to fund the Program and cooperatively work with the Lead Jurisdiction(s) and COG in order to facilitate the Program and implement this MOU.

SECTION 5. JURISDICTIONAL FUNDING OF PROGRAM

- A. The Participating Jurisdictions agree to fund the Program by making their respective payments for one fiscal year period from July 1, 2019 to June 30, 2020 (FY20), in the amounts set forth in Attachment 1 which has been approved by Chief Administrative Officers ("CAOs"). The payments are based on a per-capita allocation for the Participating Jurisdictions.
- B. The Parties understand that a failure by a Participating Jurisdiction to provide funding as set forth above will jeopardize the viability of this regional Program. A Participating Jurisdiction which fails to provide the stated funding as scheduled will not be included in and will be removed from the Program.
- C. The Program and this funding may be extended beyond FY20 by Addendum to this MOU indicating agreement of CAOs, the Participating Jurisdictions, and COG.

SECTION 6. PAYMENT PROCESS

- A. Pursuant to the Anti-Deficiency Act, 31 U.S.C. § 1341(a)(1), nothing contained in this Agreement shall be construed as binding on the District of Columbia to expend in any one fiscal year any sum in excess of the appropriations made by Congress for the purposes of this MOU for that fiscal year, or as involving the District of Columbia in any contract or other obligation for the further expenditure of money in excess of such appropriations. Further, nothing in this Agreement shall be construed as binding on the other Participating Jurisdictions to expend in any one fiscal year, any sum in excess of the respective appropriations of their governing bodies.
- B. The Participating Jurisdictions shall remit their required funding to COG by check or direct deposit (ACH) by December 15th of each fiscal year pursuant to invoicing by COG.

SECTION 7. ADDITIONAL PARTICIPANTS

Other Jurisdictions in the NCR may choose to become a Participating Jurisdiction by executing this MOU and upon approval by the other Participating Jurisdictions. Actual commencement of participation of the joining Jurisdiction may not occur until the following Program year, depending upon the time of joinder. COG and the Lead Jurisdiction shall determine when commencement of participation can occur.

SECTION 8. TERMINATION

The Participating Jurisdictions agree to provide 60 days advance written notice to the other Participating Jurisdictions if a Jurisdiction decides to terminate its participation in this MOU for the

2/13/2019 sep

next fiscal year. Notice should be sent to MWCOCG which shall advise the other Jurisdictions:

Managing Director, Homeland Security and Public Safety
MWCOCG
777 North Capitol St NE #300
Washington, DC 20002

Termination during a fiscal year will not result in a remitting of funds paid or otherwise affect the Program for the then fiscal year.

This MOU becomes effective once COG and all of the undersigned CAOs sign this MOU on behalf of their Participating Jurisdiction.

[See next page]

**SECOND ADDENDUM TO MEMORANDUM OF UNDERSTANDING
FOR
LAW ENFORCEMENT LICENSE PLATE READERS (“LPR”)**

DATE: August 1, 2021

CHANGES:

Amend Memorandum of Understanding (“MOU”) to ADD a new Section 9, as follows to extend the effective date of the MOU:

SECTION 9. EXTENSION OF EFFECTIVE DATE

The effective date of this MOU shall be extended to December 31, 2022.

The parties hereto have executed this Addendum as of the day, month and year first above written. All other provisions of the MOU shall remain the same.

MOU SIGNATORIES

DISTRICT OF COLUMBIA

Kevin Donahue
Acting City Administrator

Date

TOWN OF BLADENSBURG, MD

Bob McGrory
Town Administrator

Date

CITY OF BOWIE

Alfred Lott
City Manager

Date

CHARLES COUNTY, MD

Mark Belton
County Manger

Date

CITY OF GAITHERSBURG, MD

Tanisha Briley
City Manager

Date

CITY OF GREENBELT, MD

Nicole Ard
City Manager

Date

CITY OF HYATTSVILLE, MD

Tracey Douglas
City Manager

Date

CITY OF LAUREL, MD

LouAnn Crook
City Administrator

Date

MONTGOMERY COUNTY, MD

Richard Madaleno
Chief Administrative Officer

Date

PRINCE GEORGE'S COUNTY, MD

Tara Jackson
Chief Administrative Officer

Date

CITY OF ROCKVILLE, MD

Rob DiSpirito
City Manager

Date

CITY OF TAKOMA PARK, MD

Jamal Fox
City Manager

Date

CITY OF ALEXANDRIA, VA

Mark Jinks
City Manager

Date

ARLINGTON COUNTY, VA

Mark Schwartz
County Manager

Date

CITY OF FAIRFAX, VA

Robert Stalzer
City Manager

Date

FAIRFAX COUNTY, VA

Bryan Hill
County Executive

Date

CITY OF FALLS CHURCH, VA

Wyatt Shields
City Manager

Date

LOUDOUN COUNTY, VA

Tim Hemstreet
Chief Administrative Officer

Date

CITY OF MANASSAS, VA

William Pate
City Manager

Date

PRINCE WILLIAM COUNTY, VA

Chris Martino
County Executive

Date

METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS

Chuck Bean
Executive Director

Date



NATIONAL CAPITAL REGION (NCR) LAW ENFORCEMENT LICENSE PLATE READERS (LPR)

DAY-TO-DAY IMPACTS

The NCR Law Enforcement LPR program collects and allows authorized personnel to rapidly access regional LPR data to receive early warnings about potential threats, support investigations, and conduct day-to-day law enforcement activities. Images captured by LPR cameras are converted to data using optical character recognition (OCR) technology and then compared to customizable "hot lists" that can contain information on vehicles related to auto thefts, AMBER alerts, outstanding warrants, emissions testing violations, failure to properly register, and other agency-defined information. If an alert or "hit" occurs, the jurisdiction that owns the LPR notifies a regional Terror Screening Center operated by the Federal Bureau of Investigation (FBI) and responds as needed.

Developed and maintained by NCR Urban Areas Security Initiative (UASI) funds, the LPR program includes mobile, portable, and fixed cameras that share information between more than two dozen federal, state, local, and regional law enforcement partners. LPRs are deployed strategically on busy roadways; help secure vital areas such as airports, ports, and transit stations; and are also highly effective tools for recovering stolen vehicles and addressing issues with vehicle registration and emissions testing. LPR systems can observe and record over 1,000 license plates an hour, depending on lighting and weather conditions. LPR systems scan over 500,000 license plates each day in Washington, DC alone.

LONG-TERM RETURN ON INVESTMENT

The LPR program includes 37 fixed cameras and 15 trailers with mobile cameras attached that are available for regional deployment. There are also police vehicles in each jurisdiction that have up to two mobile cameras on them to monitor vehicles and four covert cameras available for use. 29 entities within the NCR participate in the LPR program.

Subject-matter experts report that the LPR project's early warning and investigate capabilities are critical to regional efforts to combat terrorism. Detecting the approach of vehicles connected to a threat can allow for protective measures to be taken, such as closing access points, raising barriers, or deploying additional personnel. For investigations, LPR data permits the reconstruction of events and timelines, and allows for the identification of other vehicles related to terror threats or criminal activity.

COST

The NCR invested \$13,126,794 in UASI funds in the LPR program between 2008 and 2016. The fiscal year (FY) 2022 cost to maintain the LPR capability is \$315,144, which includes technology updates to fixed LPR units and on-call technical support for the local jurisdictions.

PROPOSED ALLOCATION FOR JURISDICTIONAL BUDGETS

The recommended course of action, supported by the CAOs, includes a central fund managed by COG and the development of memoranda of understanding (MOU) between COG and the organizations and localities currently managing the program.

The table below reflects the proposed allocations per jurisdiction to fund this project in local FY 2022. Only those jurisdictions participating in the project are included in the allocation.

Jurisdiction	Population ¹	Proposed Allocation ²
Alexandria, City of	162,500	\$9,342
Arlington County	242,800	\$13,958
Bladensburg, Town of	9,600	\$552
Bowie, City of	60,700	\$3,490
Charles County	171,500	\$9,859
District of Columbia	720,700	\$41,432
Fairfax, City of	27,000	\$1,552
Fairfax County	1,185,000	\$68,123
Falls Church, City of	14,700	\$845
Gaithersburg, City of	71,600	\$4,116
Greenbelt, City of	23,900	\$1,374
Hyattsville, City of	21,000	\$1,207
Laurel, City of	25,700	\$1,477
Loudoun County	438,200	\$25,191
Manassas, City of	43,700	\$2,512
Montgomery County	901,600	\$51,831
Prince George's County	786,600	\$45,220
Prince William County	482,200	\$27,721
Rockville, City of	74,600	\$4,289
Takoma Park, City of	18,300	\$1,052
TOTAL	5,481,700	\$315,144

¹The population figures are derived from the approved COG FY 2022 Work Program and Budget document which uses data certified by each jurisdiction's chief administrative officer.

²The allocations were calculated on a per capita basis using the FY 2022 budget submitted by the LPR project lead.



City of Hyattsville

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

Agenda Item Report

File #: HCC-170-FY22

12/6/2021

10.c)

Submitted by: Tracey Douglas, City Administrator
Submitting Department: Administration
Agenda Section: Action

Item Title:

Vaccine Incentive Program for City Employees

Suggested Action:

I move that the Mayor and Council adopt a Vaccine Incentive Program for City Employees to incentivize employees to become inoculated from COVID-19, costs not to exceed \$75,000 and paid for using American Rescue Plan funds.

Summary Background:

The spread of COVID-19 continues to be a major threat to City operations and a barrier to safely returning staff to in-person work. While many City staff members have received a COVID-19 vaccine, there remain approximately 10% of our workforce who are unvaccinated. A vaccine incentive program has the dual impact of providing a financial incentive for unvaccinated employees to get a COVID-19 vaccine, and to reward employees who proactively sought the vaccine already.

The staff recommendation is for Council to establish a Vaccine Incentive Program for City Employees, which would offer a one-time \$500 vaccine incentive payment to each employee who is fully vaccinated under one of the three Food and Drug Administration (FDA) approved vaccines produced by Pfizer, Moderna, and Johnson & Johnson. Upon submission of documentation proving the employee is fully vaccinated, the City will provide a one-time \$500 payment.

Next Steps:

Policy rollout and implementation to City Employees.

Fiscal Impact:

\$75,000

City Administrator Comments:

Recommend approval.

Community Engagement:

Internal to City Staff only.

Strategic Goals:

Goal 3 - Promote a Safe and Vibrant Community

Legal Review Required?

Pending

[INSERT MEMO LETTERHEAD]

To: Mayor and City Council
From: Tracey Nicholson Douglas, City Administrator
Date: November 30, 2021
Re: Vaccine Incentive Program for City Employees

The purpose of this memorandum is to provide the City Council with a recommendation to authorize a Vaccine Incentive Program for City Employees using American Rescue Plan funds, providing \$500 for each City employee who proves they have received a full dose of an FDA-approved COVID-19 vaccine.

Summary:

The spread of COVID-19 continues to be a major threat to City operations and a barrier to safely returning staff to in-person work. While many City staff members have received a COVID-19 vaccine, there remain approximately 10% of our workforce who are unvaccinated. A vaccine incentive program has the dual impact of providing a financial incentive for unvaccinated employees to get a COVID-19 vaccine, and to reward employees who proactively sought the vaccine already.

The staff recommendation is for Council to establish a Vaccine Incentive Program for City Employees, which would offer a one-time \$500 vaccine incentive payment to each employee who is fully vaccinated under one of the three FDA-approved vaccines produced by Pfizer, Moderna, and Johnson & Johnson. Upon submission of documentation proving the employee is fully vaccinated, the City will provide a one-time \$500 payment.

This program is expected to cost approximately \$75,000, and expenses will be paid using American Rescue Plan funds. The American Rescue Plan authorizes vaccine incentive programs as an eligible expense in the U.S. Department of Treasury's regulations and guidance on implementation of the American Rescue Plan.¹

Policy:

Under the newly created Vaccine Incentive Program, employees of the City of Hyattsville will be eligible for a one-time payment of \$500 upon submission of documentation proving the employee is fully vaccinated with one of the three FDA-authorized vaccines produced by Pfizer, Moderna, and Johnson & Johnson.

Eligibility: The Vaccine Incentive Program is available to any City employee, including part-time, contract, and temporary employees, who is fully vaccinated. The Vaccine Incentive Program is not available to employees who choose, for any reason, not to receive a COVID-19 vaccine. The Vaccine Incentive Program is not available to third-party companies who may provide services in the building from time to time. Any individual employed by a third-party to conduct business in the City building is required to be vaccinated.

Evidence: Employees must provide evidence to the City's Human Resources department to establish they have completed a full dose of one of the three FDA-authorized COVID-19 vaccines (at the time of

¹ See 31 CFR 35.6(b)(1)(i) and Treasury FAQ of November 15, 2021, at section 2.12.

writing, this means two shots of the Moderna or Pfizer vaccines, or one shot of the Johnson & Johnson vaccine). Acceptable forms of evidence include a CDC COVID-19 Vaccine Record Card, an immunization record provided by the State of Maryland, or another form of documentation acceptable to the Director of Human Resources.

Employees may receive the vaccine from any medical provider. The City offers a free vaccine clinic that employees may use, or employees may receive the vaccine from any other medical provider. The City only requires that employees provide proof of vaccination, regardless of where or by whom the vaccine was administered.

Implementation: Employees should submit their vaccine records to the Human Resources Department. Upon submission, employees will be paid the bonus payment with the next available payroll.

Employees who have already submitted their vaccination records will be automatically processed and the vaccine incentive payment will process with the payroll period scheduled for payment to employees on December 24.

The Vaccine Incentive Program will continue until February 28, 2022. Employees who have not yet submitted their vaccination records can do so by **December 17 to be included with the December 24 payroll date**. Employees who submit their vaccine record after December 17 will have their Vaccine Incentive payment processed with the following payroll period.

Payments to employees will be taxed as income, per IRS regulation.

Questions: Employees should contact Vivian Snellman, Director of Human Resources, for questions.



City of Hyattsville

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4310 Gallatin Street, 3rd Flr
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(301) 985-5000
www.hyattsville.org

Agenda Item Report

File #: HCC-172-FY22

12/6/2021

10.d)

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

Item Title:
Purchase of DPW Backup Generator

Suggested Action:

I move that the Mayor and Council authorize the City Administrator to accept the proposal from Graybar for the purchase of a backup generator for the Department of Public Works facility for an expenditure not to exceed \$130,000, pending legal review.

Summary Background:

In the Summer of 2021 construction was completed on the new Department of Public Works (DPW) facility. Staff have been outfitting the building with Fixtures, Furniture, and Equipment (FF&E) since occupancy was granted in July. One of the last major pieces of equipment to be procured is the backup generator. Once the generator is received it will allow the facility to be used as a 24-hour emergency operation center that can operate during inclement weather as well as manmade and natural disasters allowing the Department to fulfill its mission to the City.

Next Steps:

Issue Purchase Order and place the order.

Fiscal Impact:

Not to Exceed \$130,000

City Administrator Comments:

Recommend approval.

Community Engagement:

N/A

Strategic Goals:

Goal 3 - Promote a Safe and Vibrant Community

Legal Review Required?

Pending



45145 OCEAN COURT
STERLING VA 20166-2345
Phone: 703-889-1180
Fax: 703-631-8019

To: CITY OF HYATTSVILLE
4310 GALLATIN STREET
HYATTSVILLE MD 20781
Attn: Mike Schmidl
Phone: 3019855010
Fax:
Email: ACCOUNTS-PAYABLE@HYATTSVILLE.ORG

Date: 11/29/2021
Proj Name: **HIPOWER**
GB Quote #: **0239436849**
Release Nbr:
Purchase Order Nbr:
Additional Ref#
Valid From: 11/29/2021
Valid To: 12/29/2021
Contact: Kurt Metting
Email: kurt.metting@graybar.com

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

Notes: QUOTE PER OMNIA CONTRACT #EV2370

SEE ATTACHED SUPPLIER BOM AND TERMS FOR MORE INFORMATION

CURRENT ESTIMATED LEADTIME IS 18-20 WEEKS

ALL SALES ARE FINAL - NO RETURNS AFTER RELEASE

Item	Item/Type	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
100		1 EA	KELLY GENERATOR	HIPOWER HRJW 240 TF4		\$121,932.43	1	\$121,932.43
200		1 EA	KELLY GENERATOR	ADD ALT - ASSEMBLIES/TE MP CABLES		\$3,205.41	1	\$3,205.41

Total in USD (Tax not included): \$125,137.84

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com

24-Hour Emergency Phone#: 1-800-GRAYBAR

This Graybar quote is based on the terms of sale in the EV2370 Master Agreement which can be found by clicking the link found at https://www.omniapartners.com/hubfs/PUBLIC%20SECTOR/Supplier%20Information/Graybar/EV2370_Graybar_MAD_2017_12_20.pdf

To: CITY OF HYATTSVILLE
4310 GALLATIN STREET
HYATTSVILLE MD 20781
Attn: Mike Schmidl

Date: 11/29/2021
Proj Name: HIPOWER
GB Quote #: 0239436849

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

Signed: _____

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com

24-Hour Emergency Phone#: 1-800-GRAYBAR

This Graybar quote is based on the terms of sale in the EV2370 Master Agreement which can be found by clicking the link found at https://www.omniapartners.com/hubfs/PUBLIC%20SECTOR/Supplier%20Information/Graybar/EV2370_Graybar_MAD_2017_12_20.pdf



1955 Dale Lane • Owings, MD 20736 • Phone: 410-257-5225 • Fax: 410-257-5280
Providing Dedicated Power Generation Service Since **1992**

Proposal

Date: November 24, 2021

Job Name: City of Hyattsville - 4633 Arundel Place

We are pleased to quote the following:

Quantity 1 – HiPower HRJW 240 TF4

- **Power as per HiPOWER Data sheet**
 - Power per genset (ISO 8528) 192 kWel
 - Engine Make John Deere
 - Engine Type 6068HFG06
 - Engine Speed 1800 rpm
 - Frequency 60 Hz
 - Generator voltage Rental V
 - Phase Rental
 - Temp Rise 105 °C
 - Exhaust Emissions (EPA) TIER 4 FINAL
 - Radiator Design Temperature 50 °C
- **SYSTEM CONFIGURATION**
 - **STARTING AIDS**
 - 10 Amps-12/24V NRG battery charger UL-Listed, model NRG22-10-RC (NFPA 110 Complying) - Supplied loose
- **ENGINE CONFIGURATION**
 - **Engine Description**
 - JOHN DEERE 6068HFG06, Long-life, heavy-duty, 4-cycle, direct injection engine.
 - EPA Certification Tier Level 4 FINAL
- **GENERATOR END CONFIGURATION**
 - **Generator End Description**
 - STAMFORD UCDI 274 J, Brushless, PMG Excited, Four Pole Rotating Field,
 - Class H Insulation (105 °C Temp. Rise), IP23. Single Bearing. 2/3 Pitch Winding.
 - MX341 Automatic Voltage Regulator
- **CONTROL PANEL CONFIGURATION**
 - **Cont. Panel Description**
 - Digital controller with auto and manual start as well as parallel capability. with push
 - button reset. LCD Display that offers AC metering, protective relaying and engine
 - and generator control and monitoring. Engine and generator controls, diagnostics,
 - and operating information are accessible via the control panel keypads
- **PAINTING**
 - **Painting Details**
 - Base skid is epoxy-polyester powder painted - Standard RAL9005 color
 - Enclosure is epoxy-polyester powder painted - Standard RAL7035 color.
- **ADDITIONAL OPTIONS CONFIGURATION**
 - Tandem axle - surge brakes
- **WARRANTY**
 - Standard limited Warranty 2 Years/3500 Hours



1955 Dale Lane • Owings, MD 20736 • Phone: 410-257-5225 • Fax: 410-257-5280
Providing Dedicated Power Generation Service Since **1992**

Proposal

Price Includes:

2 hour Load Bank Test during normal business hours

KGE is to assume reasonable access within normal business hours to conduct load bank testing, owner training, and start-up with basic training and demo up to 1 hour at time of start-up unless otherwise indicated. Start-up is included but will be billed separately from equipment. **Equipment must be paid in full, regardless of NET payment terms, prior to scheduling start-up. Additional charges may apply if equipment checklist requirements are not met.**

Freight:

FOB from Generac to jobsite on flatbed tractor-trailer, common carrier offloading and rigging by others. If an alternate address is requested after the freight carrier is in possession, reconsignment fees will be charged.

PLEASE NOTE THAT ALL SALES ARE FINAL-NO RETURNS WILL BE ACCEPTED AFTER RELEASE

***QUOTE PREPARED WITHOUT SPECIFICATIONS OR DRAWINGS.**

Current manufacturer's lead time is 18 to 20 weeks.

This lead time is subject to change at any time by the factory.

Clarifications:

- KGE is not an independent testing agency, the following tests to be done by others at their expense (i.e., **NETA, Infrared, Exhaust System Back-pressure, Emissions Test, Voltage/Frequency Transient Stability Tests, Harmonic-Content Tests, Noise Level Tests, Leak Tests, Fuel Tank Pressure & Leak Tests**)
- Video recording is not included with training.
- Reasonable access within 50 ft of the generator to include parking for technicians during testing timeframe.
- To meet local sound code, please provide local ordinance and distance from the generator to the property line.
- This proposal supersedes any other correspondence you may have received from KGE, Inc. pertaining to this project.
- Generac's warranty begins at time of Startup or within one year of shipment whichever comes first. ASCO's warranty begins at shipment. Manufacturer warranty dates are at the discretion of the manufacturer and are not negotiated by KGE. For information about the terms of any other warranty please consult your sales representative/ sales engineer
- It is the customer's responsibility to verify all information before placing an order.
- KGE Inc., reserves the right to amend, withdraw or otherwise alter this submission without penalty or charge as a result of any event beyond its control arising from or due to the current Covid-19 epidemic/pandemic including changes in laws, regulations, by laws or direction from a competent authority.
- In the event an order has a component needing mounting to the generator at a secondary location (i.e. tank, enclosure, etc.), the entirety of the equipment and freight will be charged when the generator ships from the manufacturer.
- In the event that the customer is paying by credit card and the PO exceeds \$10,000, a 3% credit card processing fee will be assessed. If the customer resides in a state or territory that does not allow the assessment of credit card processing fees, ACH, check, or bank wire will be the only acceptable payment options.
- Fuel Not Included



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Providing Dedicated Power Generation Service Since **1992**

Proposal

Add Alternate Pricing:

Quantity **9** – 4/0 50' Assemblies, Temporary Cable

- (2) 4/0 50' Lengths per phase, neutral & ground, (9) Total per Generator
 - (2) Black, (2) Red, (2) Blue, (2) White, (1) Green
- Male and Female CAMLOCKS

Initial Acceptance _____

***NOTE: Please add any and all 'Add Alternate' pricing accepted to the Total Price above.**

Authorized Representative Name (print): _____

Authorized Representative Signature: _____

Date Signed: _____

Purchase Order Number: _____

Terms: I/We understand that all credit transactions are "**NET 30 Days**" unless otherwise specified, and I/We agree to pay within those terms, pending credit approval. I/We also agree to pay all reasonable interest charges, collection and/or legal fees should this account become delinquent. **Pricing is good for 30 days.**



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Providing Dedicated Power Generation Service Since 1992

Proposal

*Consult salesman for delivery times. FOB: Factory. Freight allowed to jobsite on flatbed truck with offloading by others. *NO FUEL, FUEL PIPING, EXHAUST PIPING, EXHAUST INSULATION, OR RIGGING OF EQUIPMENT INCLUDED. PRICE DOES NOT INCLUDE THIRD PARTY TESTING OF THE EQUIPMENT. *Thank you for your consideration. If we can be of any assistance, please contact this office. *We will make any sale of any of the above-described material only upon our acceptance of a purchase order and/or this signed proposal from you for a specific quantity and delivery date. Any such sale shall be subject to our ability to supply the material and shall be upon the terms and conditions of this proposal, which shall be deemed to be part of any purchase order submitted by you and shall supersede and control any other or different terms or conditions of such purchase order regardless of any provision to the contrary therein. Our acceptance of any purchase order will not be, and shall not be deemed to be acceptance of any provision thereof that is in conflict with or modifies any term or condition of this proposal. Acceptance of Kelly Generator & Equipment, Inc. proposal is expressly limited to the Terms and Conditions of contained herein. All orders are subject to manufacturers' cancellation fee, a minimum of 20%. Order cancellation requests must be in writing. FOB factory. Upon signing above, this proposal shall become a valid and binding contract between customer and Kelly Generator & Equipment, Inc. This contract shall be governed by and subject to Kelly Generator & Equipment, Inc's standard contract terms and conditions, which terms and conditions are incorporated herein by reference. Customer acknowledges receipt of said standard contract terms and conditions. The individual signing above hereby certifies that he is authorized to bind customer to all terms of this contract. **START-UP MUST BE PERFORMED WITHIN 365 DAYS OF SHIPMENT OF UNIT FROM GENERAC POWER SYSTEMS IN ORDER TO VALIDATE THE UNIT'S WARRANTY.**

1. If the Customer cancels its order and Kelly Generator is assessed a cancellation fee by the manufacturer, the Customer shall be liable to Kelly Generator for the full amount of any such cancellation fee assessed by the manufacturer against Kelly Generator.
2. Other than the manufacturer's warranty, Kelly Generator makes no warranty, whether express, implied or otherwise under this agreement. To the fullest extent permitted by law, Kelly Generator disclaims any and all warranties, whether express, implied or otherwise, not expressly set forth herein.
3. Customer hereby expressly and irrevocably waives any and all rights to a trial by jury.
4. Customer hereby expressly and irrevocably consents to the exclusive jurisdiction in the district and/or circuit courts of Calvert County, Maryland. Customer further agrees that any and all disputes with Kelly Generator that in any way relate to this agreement shall only be filed in the district and/or circuit courts of Calvert County, Maryland, and in no other courts.
5. In the event Kelly Generator incurs any attorney's fees, expert witness fees and/or legal costs or expenses in connection with (i) the enforcement and/or interpretation of this agreement, (ii) any dispute with the Customer that in any way relates to this agreement, and/or (iii) any third-party claim against Kelly Generator that is the result of any act and/or omission by the Customer, the Customer agrees to indemnify Kelly Generator for any and all attorney's fees, expert witness fees and/or legal costs or expenses actually incurred by Kelly Generator.
6. In the event that Kelly Generator is named or made the subject of any claim or suit by any third-party in any way arising out of this agreement, Customer shall indemnify and hold harmless Kelly Generator, and its principals and/or employees, against any and all such claims, suits, liability and/or judgments, including attorney's fees and costs, including expert witness fees in regard to same.
7. To the extent permitted by law, Customer agrees that any claims against Kelly Generator that in any way relate to and/or arise out of the agreement shall be limited to the amount the Customer actually pays to Kelly Generator under this agreement. The Customer agrees that in no event shall Kelly Generator be liable to the Customer for any consequential damages in any amount, and Customer hereby waives any and all claims against Kelly Generator for any and all consequential damages in any amount.
8. To the extent permitted by law, any claims that the Customer has against Kelly Generator that in any way relate to and/or arise out of the agreement shall be filed within one (1) year from the date of any such claim accrues. Customer hereby expressly and irrevocably waives any and all rights and/or benefits under the "discovery rule" as it relates to the accrual of any claims against Kelly Generator. As an express condition precedent to filing a claim against Kelly Generator, Customer must provide written notice of the claim to Kelly Generator within ninety (90) of first becoming aware of the claim.
9. This Agreement, including its formation, performance and enforcement, shall be governed by Maryland law (without concern for conflicts of law principles), and shall be considered the mutual workmanship of the undersigned parties.
10. This agreement contains the entire agreement between the parties in relation to the matters described herein and no inducements or promises other than as expressly set forth herein have been given or received in return for same. All negotiations and/or communications leading up to this agreement are merged herewith and shall not form the basis for any legal rights, claims or defenses in relation to any litigation or otherwise.
11. Nothing in this agreement is intended to confer nor shall act to create (either contractually or otherwise) any third-party beneficiary status, rights or remedies upon any person or entity other than the Customer and Kelly Generator.
12. Customer acknowledges that no oral representations have been made to induce Customer to enter into this agreement that are not contained in the agreement, and that Customer is not relying on any oral representations that may have been made prior to entering into this agreement.
13. This agreement shall only be amended by a writing signed by both the Customer and Kelly Generator.
14. The provisions of this agreement are severable. If any provision of this agreement is determined by a court of competent to be invalid and/or unenforceable, the remaining provisions of this agreement shall not be affected thereby.
15. Payment shall be due within thirty (30) days from the date of the invoice. Interest shall be assessed on all past-due amounts at the rate of 1.5% per month.
16. The fulfillment of any and all obligations of Kelly Generator are expressly contingent upon and subject to accidents, breakdowns, strikes, riots, sabotage, insurrection and/or war, delays, interruptions in and/or failure of source materials, supplies, equipment, labor and/or transportation, and to acts of God, or any other causes and/or conditions, whether of like or different nature, affecting Kelly Generator and/or beyond Kelly Generator's reasonable control. Kelly shall not be responsible or liable for any losses resulting from any of the foregoing occurrences.
17. No retain age will be allowed unless agreed to in writing by Kelly Generator & Equipment, Inc.
18. Goods held beyond delivery date for convenience of Applicant will be invoiced on the date of completion and terms of payment in such case will apply from the invoice date. Such goods will be subject to charges for warehousing and other expenses incident to such delays.
19. Submittals on hold for approval and release for 90 days or longer will be subject to any price increases by the Manufacturer.
20. Owners Manuals (O & M's) will be sent to the customer upon receipt of final payment.

MODEL

HRJW-240 T4F



60Hz MOBILE/PRIME/STANDBY POWER

192kW/60Hz/MOBILE/1800RPM



VOLTAGE VAC	120/240V		120/208V		139/240V		277/480V		347/600V**	
RATING	Prime	Stand-by	Prime	Standby	Prime	Standby	Prime	Standby		
PHASE	1		3		3		3		3	
PF	1.0		0.8		0.8		0.8		0.8	
HZ	60		60		60		60		60	
KW	139.7	153.6	192.0	211.0	192.0	211.0	192.0	211.0	N/A	N/A
KVA	139.7	153.6	240.0	264.0	240.0	264.0	240.0	264.0	N/A	N/A
AMPS	582	640	666	733	582	640	289	318	N/A	N/A
SKVA@30% VOLTAGE DIP	611		840		840		840		N/A	

Description

HIPOWER® mobile generators are an efficient, reliable and versatile source of mobile electrical power. Designed to operate in the most extreme working conditions. All HIPOWER® Mobile Generators combine an innovative design and the use of high quality materials that provide the user with the most dependable power that you can rely on for non-stop power with easy to operate controls.

Powered by a radiator-cooled, industrial JOHN DEERE Diesel engine, which meets current Environmental Protection Agency (EPA) TIER 4 Final non-road exhaust emission regulations, driving a single bearing, four-pole, three-phase alternator, with IP23 protection. The Prime Power kVA rating for generator set is given with a 105°C alternator winding temperature rise.

HIPOWER® Features and Benefits

JOHN DEERE Diesel Engine: Long-life, heavy-duty, 4-cycle, direct injection engine for economy of operation and maximum reliability and durability. Capable of full rated load acceptance in one step.

Cooling: Radiator with belt driven pusher fan.

Air Filter: Heavy-duty replaceable element air-cleaner.

Alternator: Single bearing, rotating field, self-excited, self-ventilated, 12-wire re-connectable, 60Hz brushless alternator with permanent magnetic generator (EBS), with Class F insulation. Automatic voltage regulator (AVR) providing close voltage regulation and skVA starting capability for electric motor loads.

Certification: ISO 8528-5.

HIPOWER® Features and Benefits

Fuel Tank: Environmentally friendly steel base welded sub-base fuel tank with internal filling system and 110% containment capability for any diesel fuel, coolant or engine oil spills. Easy access for maintenance activities.

Enclosure: Fully sound attenuated enclosure, fabricated in 11-gauge steel, powder coated with finish that exceeds 1000-hr salt spray test, curved edges, minimum outside fasteners and single point lift. Ample layer of durable Rockwool sound insulating material placed all around the inside of the container, doors and ducting with metal retaining frames. It can be cleaned with high-pressure water and is oil and fire resistant. Vertical air discharge for quiet operation. Wide steel lockable access doors with rubber seals, easy access for maintenance and service activities, lift off stainless steel hinges, corrosion resistant hardware and fasteners.

Exhaust: Low noise, steel residential-type exhaust silencer with rain cap.

Fuel Filtration: Standard and secondary water separator with visible level on fuel filters

Voltage Selector Switch: Three-position, manual voltage selector switch. Lockable in three positions for switching set between 120/240V single phase and 120/208 and 277/480V 3-phase.

Controls: Digital control panel with manual and automatic start and stop features. Many programmable automatic functions for local and remote controls with LED lights, tamper proof engine hour recorder. Load Connections: Covered distribution panel for easy access to cable power outlets, receptacles, lugs and Camlocks.

APPLICATION DATA

ENGINE SPECIFICATION	
Manufacturer	JOHN DEERE
Model	6068HFG06
EPA certified	Tier 4 FINAL
Crankshaft speed	1,800 rpm
Type	Diesel, 4-stroke
Injection	Direct
Aspiration	Turbocharged
Number of Cylinders	6
Cylinder arrangement	In-line
Displacement CID (liters)	414.96 (6.8)
Bore and Stroke ins (mm)	4.17 x 5.0 (106 x 127)
Nominal power	257 hp
Cooling	Liquid
Governor	Electronic
Governor Regulation Class	ISO 8528 Part 1 Class G3
Frequency Regulation	Isochronous
Starting motor & alternator	12 volt
Compression ratio	17.2:1
Air cleaner type	Heavy duty - single cartridge
Exhaust gas flow cu. ft./minute (cu.m. /minute)	932 (26.4)
Max. Exhaust temp at full load degrees °F (°C)	756 (402)
Max. permissible back pressure - ins H2O (kPA)	53 (13.2)
COOLING SYSTEM	
Engine cooling air flow - cu. ft./min (cu. m/min)	565 (16)
Alternator cooling flow - cu. ft./min (cu. m/min)	1463 (41.1)
Total cooling air flow (engine + alternator + combustion) - cu. ft./min (cu. m/min)	TBD
Total cooling capacity - US gallons (liters)	TBD
Max. Operating Temperature °F (°C)	122 (50)
LUBRICATION SYSTEM	
Oil pan capacity - US gallons (liters)	9.03 (34.0)
Oil pan capacity with filter - US gallons (liters)	9.53 (35.8)
Oil cooler	Liquid
Recommended lubricating oil grade	SAE 10W-40 conventional DH4 (refer to owners manual)
Oil consumption at full load	< 0.1 % of fuel consumption
Oil pressure – psi (kPA)	46 (320)
ENGINE ELECTRICAL SYSTEM	
Starting motor voltage	12 volt
Cold Cranking Amps - minimum	102 Amp
Battery charging Alternator	110 Amp
Battery capacity	950 Amps

HIMOinsa POWER SYSTEMS, INC.

16002 West 110th Street, Lenexa, KS 66219-1312

Tel: 913 495 5557 | Fax: 913 495 5575 www.hipowersystems.com

Codes and Standards Compliances used where applicable



APPLICATION DATA

FUEL SYSTEM

Recommended fuel	# 2 - ULSD
Fuel supply line, min. ID mm(in.)	-
Fuel return line, min. ID, mm (in.)	-
Max. lift, fuel pump, type, m (ft)	TBD
Fuel filter	Secondary 8 Microns @ 98% Efficiency

FUEL and DEF COMPSUMTION

	FUEL (Prime Power Rating)	DEF (% of fuel consumption)
100% load – US gallons/hour (L/hr)	13.8 (52.2)	3.3 %
75% load - US gallons/hour (L/hr)	10.4 (39.3)	TBA
50% load - US gallons/hour (L/hr)	7.2 (27.2)	TBA
25% load - US gallons/hour (L/hr)	4.4 (16.6)	TBA

ALTERNATOR SPECIFICATION

Manufacturer	STAMFORD
Model	UCDI 274 J with PMG
Voltages	120/208v.; 277/480v.; 120/240V
Alternator Type	Four pole, rotating field
Excitation System	Brushless. PMG-excited
Power factor	0.8 / 1.0
Number of leads	12 leads, reconnectable
Stator Pitch	2/3
Insulation	Class H
Windings – Temperature Rise	Class F (105/40° C)
Enclosure (IEC-34-S)	IP23
Bearing	Single, sealed
Coupling	Flexible disc
Amortisseur windings	Full
Voltage regulation – no load to full load with MX341 AVR	± 1%
TIF	<50
Radio Frequency Emissions compliance	Meets requirements of most industrial and commercial applications
Line harmonics	5% maximum

STANDARD ACCESSORIES

• Air Filter Restriction Indicator	• Buck Transformer for Auxiliary 120VAC Outlets
• Leakage Detection Sensor	• Coolant heater
• Battery Switch	• Shunt Trip on MLCB
• Crankcase Ventilation Filter	• 3 Position Voltage Selector Switch
• Oil/Coolant Drain Extention	• PMG Excitation on Alternator
• Distribution Panel 800A	• Leakage Detector Sensor
• MLCB Auxiliary Contacts	• Leak Proof Tray
• Extended Maintenance Interval up to 500 Hrs.	

• Distribution power panel *See image RH back-page - NEMA 3R/IP67 0.09" aluminum panel, black powder coated, weather proof rated; individual Square-D QOOU branch breakers; 2 x 20A 125V NEMA5-20 GFCI duplex receptacles; 3 x 50A 125/250V CS6369 twist-lock receptacles & Lexan covers; 2 x15A 125V NEMA 5-15P Shore line connector; 2 sets 400A single pin Camlocks rated 400A with snap covers; color coded Camlocks 3 - 5W black, red blue, white & green; pad lockable 1/4 turn door access with cable trap; auxiliary bus bars with mechanical lugs; 1 single barrel lug per phase; mechanical lugs up to 2 x 600MCM cable

OPTIONAL ACCESSORIES

• Battery Blanket	• Low coolant level Sensor
• Hydronic heater (5 kw)	• Engineered Options available upon request
• 3-Way Fuel valve	• Control Panel Heater
• 6 Amp - 10 Amp battery charger, 12/24V, UL Listed	• Oil Pan Heater

HIMOinsa POWER SYSTEMS, INC.

16002 West 110th Street, Lenexa, KS 66219-1312

Tel: 913 495 5557 | Fax: 913 495 5575 www.hipowersystems.com

Codes and Standards Compliances used where applicable



CONTROL SYSTEMS STANDARD FEATURES - Generator Digital Control Panel

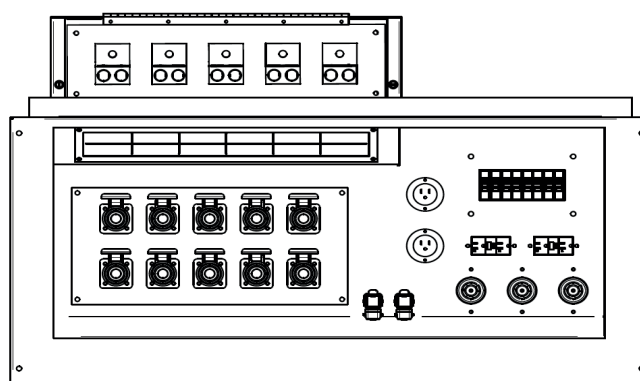
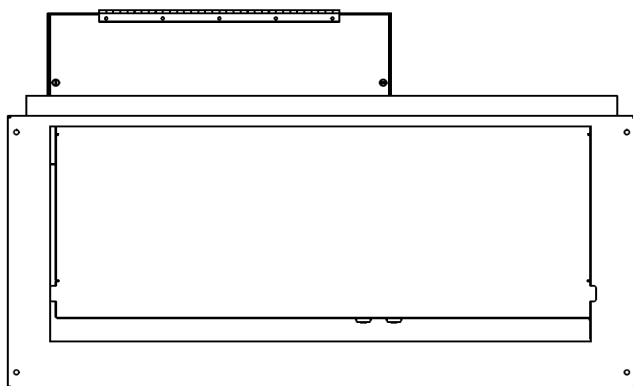
HIPOWER® COMAP IntelliGen NT Control Panel: The IntelliGen NT digital control panel is back-lit with icon LCD text display, and is PC configurable. IntelliGen NT is a comprehensive controller for both single and multiple gen-sets operating in standby or parallel modes. Compact construction is optimized for these purposes and various modifications allow customers to select the optimum type for a particular application. A built-in synchronizer and digital isochronous load sharer allow a total integrated solution for gen-sets in standby, island parallel or mains parallel. Native cooperation of up to 32 gen-sets is a standard feature. IntelliGen NT supports many standard ECU types and is specially designed to easily integrate new ones.

Engine alarms included: High coolant temperature, low oil pressure, low coolant level, unexpected shutdown, low fuel level, stop failure, low battery voltage, battery charging alternator failure, over-speed, under-speed, start failure and emergency stop. Support of engines with ECU (J1939, Modbus and other proprietary interfaces); alarm codes displayed in text form.



Alternator alarms included: Overload, unbalanced voltage, over voltage, under voltage, over frequency, under frequency, short circuit, reverse power, and incorrect phase sequence.

DISTRIBUTION PANEL VIEW



HIMOINSA POWER SYSTEMS, INC.

16002 West 110th Street, Lenexa, KS 66219-1312

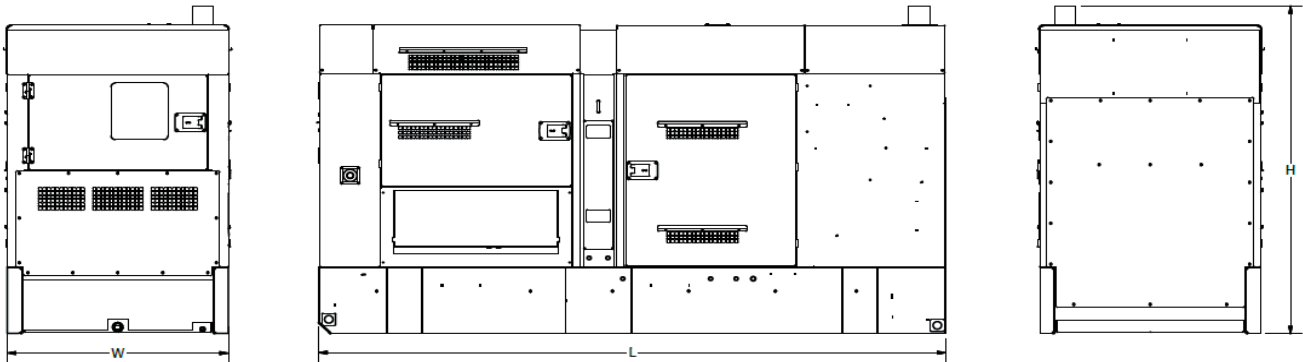
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Codes and Standards Compliances used where applicable



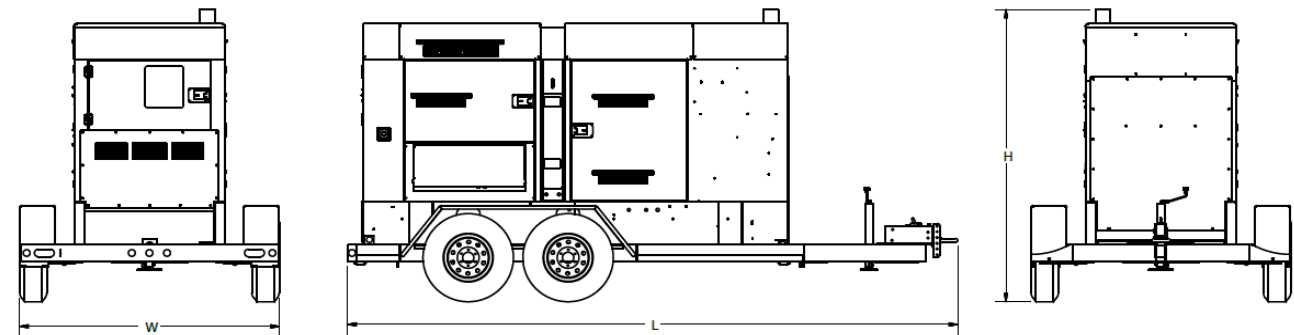
DIMENSIONS, WEIGHTS & SOUND LEVELS

ENCLOSED SET



CONFIGURATION	Fuel Tank Data (base option)		Generator Data *				
	Run Time Hours	Capacity (Gals)	L = Length	W = Width	H = Height	Weight lbs	dBA
Enclosed Set	9	130	145"	54"	84.4"	8560	72

ENCLOSED SET WITH TRAILER



CONFIGURATION	Fuel Tank Data (base option)		Generator Data *				
	Run Time Hours	Capacity (Gals)	L = Length	W = Width	H = Height	Weight lbs	dBA
Enclosed Set with Trailer	9	130	225"	88.2"	103"	14760	72

* All measurements are approximate and for estimation purposes only. Weights are without fuel tank. Sound levels measured at 23ft (7m) and does not account for ambient site conditions.

REV1_2021

STANDARD CITY CONTRACT

MASTER CONTRACT FOR PRODUCTS AND SERVICES - THE CITY OF KANSAS CITY, MISSOURI

CONTRACT NO.: EV2370

TITLE/DESCRIPTION: Electrical, Lighting, Data Communications and Security Products and Related Products, Services and Solutions

THIS Contract is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation ("CITY"), and Graybar Electric Company, Inc. ("CONTRACTOR").

Sec. 1. The Contract. The Contract between the CITY and CONTRACTOR consists of the following Contract Documents:

- (a) this Contract;
- (b) CONTRACTOR's Proposal dated October 6, 2017, that is attached hereto and incorporated into this Contract;
- (c) CITY's RFP No. EV2370 that is incorporated into this Contract by reference;
- (d) any CITY Issued Purchase Order;
- (e) any CITY and CONTRACTOR executed Work Order that is incorporated into a CITY issued Purchase Order;
- (f) any and all Attachments and Exhibits attached to the Contract. All documents listed in this Section 1 shall be collectively referred to as the "Contract Documents" and are incorporated into this Contract. CITY and CONTRACTOR agree that the terms "Agreement" and "Contract" and "Contract Documents" are used interchangeably in this Contract and the terms "Agreement" and "Contract" and "Contract Documents" each include all "Contract Documents."

Sec. 2. Initial Term of Contract and Additional Periods.

- (a) **Initial Term.** The initial term of this Contract shall begin on February 1, 2018, and shall end on January 31, 2023. The Manager of Procurement Services is authorized to enter into an amendment of this Contract with CONTRACTOR to extend the term of this Contract and time of performance for this Contract.
- (b) **Renewal Terms.** At any time prior to the expiration of the initial term or any subsequent term, the CITY, in its sole discretion, may renew this Contract for up to three (3) additional two (2) year terms.

- (c) **Transition Term.** Notwithstanding the expiration of the initial term or any subsequent term or all options to renew, CONTRACTOR and CITY shall continue performance under this Contract until the CITY has a new contract in place with either CONTRACTOR or another provider or until the CITY terminates the Contract.

Sec. 3. Purchase Orders and Work Orders.

- (a) **Purchase Order.** CITY shall order all Electrical, Lighting, Data Communications, and Security Products and Related Products, Services and Solutions, (hereinafter "the Products" or "Products and Services" or "Services" depending on the context of the terms used) by means of a Purchase Order issued by the CITY's Manager of Procurement Services for which sufficient funds have been certified and encumbered by the City's Director of Finance. CONTRACTOR shall not provide any "Products" or "Products and Services" or "Services" in excess of the dollar amount contained in any Purchase Order even if there is an executed Work Order between the CITY and CONTRACTOR. CONTRACTOR shall not be entitled to any payment from CITY in excess of the dollar amount of the Purchase Orders from CITY even if such amount is authorized in a Work Order executed by CITY and CONTRACTOR. All Purchase Orders shall automatically incorporate the Contract and all Contract requirements even if the Contract is not referenced.
- (b) **Goods and Products.** CONTRACTOR shall timely provide all Goods and Products ordered by the CITY at the Prices set forth in the Contract. The terms "Goods" and "Products" are used interchangeably under this Contract and each term includes the other term.
- (c) **Services or Work Orders for both Products and Services.**
 - 1. The CITY may request CONTRACTOR to provide Services or both Products and Services. Prior to CONTRACTOR submitting a written detailed Proposal for Services or for both Products and Services to a requesting CITY Department, the CONTRACTOR must obtain written authorization from the CITY's Manager of Procurement Services to submit a Proposal to the CITY Department. CONTRACTOR shall not perform any Services or provide both Services and Products unless the Manager of Procurement Services authorizes CONTRACTOR to provide Services or both Products and Services and all other contractual requirements are met including the Pricing for all Products, Products and Services and Services.
 - 2. Prior to the Manager of Procurement Services authorizing CONTRACTOR to provide Services or both Products and Services to a CITY Department, the Manager of Procurement Services shall:
 - a. Obtain MBE/WBE goals from the CITY's Director of Human Relations if the estimated cost of the Services or Products and Services exceeds the dollar thresholds for MBE/WBE goals and Workforce Goals for MBE/WBE goals;
 - b. Have the CITY's Director of Human Relations determine whether the needed Services are subject to Prevailing Wage requirements and Payment Bond and Performance and Maintenance Bond requirements;

- c. Any other Legal requirements including compliance with the CITY's SLBE requirements
 - d. if the CITY's MBE/WBE program requirements are not applicable due to not meeting the dollar thresholds.
3. If the Manager of Procurement Services authorizes CONTRACTOR to submit a Proposal for Services or for both Products and Services, CONTRACTOR shall submit a detailed Proposal that includes the Scope of Services, the Proposed Schedule, the Price and if applicable, comply with MBE/WBE goals, Prevailing Wage requirements, and Payment Bond and Performance Bond requirements, or SLBE requirements. If the CITY and CONTRACTOR agree to CONTRACTOR's Proposal, the CITY will issue a Purchase Order and Work Order that is executed by the CITY and CONTRACTOR. All Work Orders and Purchase Orders signed by the CITY and CONTRACTOR shall automatically incorporate this Contract (even if the Work Order does not specifically incorporate this Contract).
- (d) CONTRACTOR shall bill the City, in a form acceptable to the City, on the following basis: monthly.

Sec. 4. Effective Date of Contract.

- (a) Notwithstanding Section 2 of this Contract, neither party has any obligation under this Contract until the Manager of Procurement Services issues a Purchase Order which shall be signed by the City's Director of Finance certifying there is a balance, otherwise unencumbered, to the credit of the appropriation to which the expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment will be made, each sufficient to meet the obligation incurred in the Purchase Order.
- (b) The date of the first Purchase Order issued by the CITY is the effective date of this Contract.
- (c) The date of the first Purchase Order issued by the CITY after the CITY renews this Contract shall be the effective date of the renewal term or transition term.

Sec. 5. Invoices.

- (a) CONTRACTOR shall submit to CITY a request for payment (hereinafter "Invoice") for services performed in sufficient detail for the CITY to determine that the amount CONTRACTOR is requesting is in fact due and payable.
- (b) CITY shall not pay any Invoice from CONTRACTOR unless CONTRACTOR is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Contract. If damages are sustained by CITY as a result of breach or default by CONTRACTOR, CITY may withhold payment(s) to CONTRACTOR for the purpose of set off until such time as the exact amount of damages due to CITY from CONTRACTOR may be determined.

- (c) CITY shall not process CONTRACTOR's Invoice unless CONTRACTOR's Invoice is in proper form, correctly computed, and is approved by CITY as payable under the terms of this Contract.
- (d) CITY is not liable for any obligation incurred by CONTRACTOR except as approved under the provisions of this Contract.
- (e) If CONTRACTOR is required to meet MBE/WBE goals for this Contract, CONTRACTOR shall not submit an Invoice to the City unless CONTRACTOR's Invoice is accompanied by a copy of the most recent 00485.01 M/WBE Monthly Utilization Report submitted by CONTRACTOR to the City's Human Relations Department. CONTRACTOR shall remain current on CONTRACTOR's filing of 00485.01 M/WBE Monthly Utilization Reports. CITY shall not pay CONTRACTOR's Invoice unless CONTRACTOR is current on CONTRACTOR's filing of 00485.01 M/WBE Monthly Utilization Reports.
- (f) Payment terms are net 30 days.

Sec. 6. Representations and Warranties of CONTRACTOR. CONTRACTOR hereby represents and warrants to the CITY the following:

- (a) CONTRACTOR is in good standing under the laws of the state of Missouri and each state in which it does business, except any such state where the failure to be in good standing would not have a material adverse effect on CONTRACTOR's ability to perform this Contract in accordance with its terms.
- (b) The execution, delivery and performance by CONTRACTOR of this Contract have been duly authorized by all necessary corporate action and do not and will not (i) require any consent or approval of CONTRACTOR's board of directors; (ii) require any authorization, consent or approval by, or registration, declaration or filing with, or notice to, any governmental department, commission, board, bureau, agency or instrumentality, or any third party, except such authorization, consent, approval, registration, declaration, filing or notice as has been obtained prior to the date hereof; (iii) violate any provision of any law, rule or regulation or of any order, writ, injunction or decree presently in effect having applicability to CONTRACTOR or its articles or by-laws; and (iv) result in a breach of or constitute a default under any material agreement, lease or instrument to which CONTRACTOR is a party or by which it or its properties may be bound or affected.
- (c) CONTRACTOR shall not enter into any contract for the services to CITY that purports to grant a security interest or right of repossession to any person or entity respecting the services, or any portions thereof or chattels placed thereon.
- (d) There is no litigation, proceeding or other investigation pending or, to the knowledge of CONTRACTOR, threatened against CONTRACTOR which would prevent consummation of the transaction contemplated by this Contract or would have a materially adverse effect on CONTRACTOR.
- (e) CONTRACTOR warrants that all goods and Products are sold free of any security interest and will make available to CITY all transferable warranties (including without limitation

warranties with respect to intellectual property infringement) made to CONTRACTOR by the manufacturer of the goods. CONTRACTOR MAKES NO OTHER IMPLIED WARRANTIES, AND SPECIFICALLY MAKES NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PURPOSE. UNLESS OTHERWISE AGREED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF SELLER, PRODUCTS SOLD HEREUNDER ARE NOT INTENDED FOR USE IN OR CONNECTION WITH 1) ANY SAFETY APPLICATION OR THE CONTAINMENT AREA OF A NUCLEAR FACILITY, OR 2) IN A HEALTHCARE SITUATION, WHERE THE GOODS HAVE POTENTIAL FOR DIRECT PATIENT CONTACT OR WHERE A SIX (6) FOOT CLEARANCE FROM A PATIENT CANNOT BE MAINTAINED AT ALL TIMES.

- (f) Neither party shall be liable for any delay or failure to perform under this Agreement in the event and to the extent that such delay or failure arises out of war, civil commotion, acts of God, accident, fire or water damage, explosion, strikes or lockouts, delay in transportation, legislative action, government regulations or any other event beyond the respective party's reasonable control.

Sec. 7. Survival of the Representations, Warranties and Covenants. All representations, warranties and covenants expressed herein shall survive the execution of this Contract for the benefit of the parties hereto.

Sec. 8. Governing Law. This Contract shall be construed and governed in accordance with the laws of the State of Missouri without giving effect to Missouri's choice of law provisions. The CITY and CONTRACTOR: (1) submit to the jurisdiction of the state and federal courts located in Jackson County, Missouri; (2) waive any and all objections to jurisdiction and venue; and (3) will not raise forum *non conveniens* as an objection to the location of any litigation.

Sec. 9. Termination for Convenience. CITY may, at any time upon fifteen (15) days written notice to CONTRACTOR specifying the effective date of termination, terminate this Contract, in whole or in part.

Sec. 10. Default and Remedies.

- (a) If CONTRACTOR shall be in default or breach of any provision of this Contract, CITY may terminate this Contract, suspend CITY's performance, withhold payment or invoke any other legal or equitable remedy after giving CONTRACTOR ten (10) days written notice and opportunity to cure such default or breach.
- (b) If CITY shall be in default or breach of any provision of this Contract, CONTRACTOR may terminate this contract or suspend CONTRACTOR's performance after giving CITY ten (10) days written notice and opportunity to cure such default or breach.
- (c) CITY's remedies under this Agreement for the purchase of Goods and Products are subject to any limitations contained in manufacturer's terms and conditions to CONTRACTOR, a copy of which will be furnished upon written request. Furthermore, CONTRACTOR's liability shall be limited to either repair or replacement of the goods or Products and refund of the purchase price, all at CONTRACTOR's option, and in no case shall CONTRACTOR be liable for incidental or consequential damage. In addition, claims for shortages, other than loss in transit, must be made in writing not more than five (5) days after receipt of shipment.

The limitation of remedies imposed by this Section is only applicable to Products and Goods provided by CONTRACTOR and this limitation of remedies section is not applicable if CONTRACTOR provides Services or both Products, Goods and Services pursuant to Section 3(c) of this Contract.

Sec. 11. Waiver. Waiver by CITY of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term, covenant or condition. No term, covenant, or condition of this Contract can be waived except by written consent of CITY, and forbearance or indulgence by CITY in any regard whatsoever shall not constitute a waiver of same to be performed by CONTRACTOR to which the same may apply and, until complete performance by CONTRACTOR of the term, covenant or condition, CITY shall be entitled to invoke any remedy available to it under this Contract or by law despite any such forbearance or indulgence.

Sec. 12. Acceptance. No payment made under this Contract shall be proof of satisfactory performance of the Contract, either wholly or in part, and no payment shall be construed as acceptance of deficient or unsatisfactory services.

Sec. 13. Records.

(a) For purposes of this Section:

1. "CITY" shall mean the City Auditor, the City's Internal Auditor, the City's Director of Human Relations, the City Manager, the City department administering this Contract and their delegates and agents.
2. "Record" shall mean any document, book, paper, photograph, map, sound recordings or other material, regardless of physical form or characteristics, made or received in connection with this Contract and all Contract amendments and renewals.

(b) CONTRACTOR shall maintain and retain all Records for a term of five (5) years that shall begin after the expiration or termination of this Contract and all Contract amendments. CITY shall have a right to examine or audit all Records, and CONTRACTOR shall provide access to CITY of all Records upon ten (10) days written notice from the CITY.

(c) The books, documents and records of CONTRACTOR in connection with this Contract shall be made available to the City Auditor, the City's Internal Auditor, the City's Director of Human Relations and the City department administering this Contract within ten (10) days after the written request is made.

Sec. 14. Affirmative Action. If this Contract exceeds \$300,000.00 and Contractor employs fifty (50) or more people, Contractor shall comply with City's Affirmative Action requirements in accordance with the provisions of Chapter 3 of City's Code, the rules and regulations relating to those sections, and any additions or amendments thereto; in executing any Contract subject to said provisions, Contractor warrants that it has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract. Contractor shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age in a manner prohibited by Chapter 3 of City's Code. Contractor shall:

- (a) Submit, in print or electronic format, a copy of Contractor's current certificate of compliance to the City's Human Relations Department (HRD) prior to receiving the first payment under the Contract, unless a copy has already been submitted to HRD at any point within the previous two (2) calendar years. If, and only if, Contractor does not possess a current certification of compliance, Contractor shall submit, in print or electronic format, a copy of its affirmative action program to HRD prior to receiving the first payment under the Contract, unless a copy has already been submitted to HRD at any point within the previous two (2) calendar years.
- (b) Require any Subcontractor awarded a subcontract exceeding \$300,000.00 to affirm that Subcontractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the subcontract.
- (c) Obtain from any Subcontractor awarded a subcontract exceeding \$300,000.00 a copy of the Subcontractor's current certificate of compliance and tender a copy of the same, in print or electronic format, to HRD within thirty (30) days from the date the subcontract is executed. If, and only if, Subcontractor does not possess a current certificate of compliance, Contractor shall obtain a copy of the Subcontractor's affirmative action program and tender a copy of the same, in print or electronic format, to HRD within thirty (30) days from the date the subcontract is executed.

City has the right to take action as directed by City's Human Relations Department to enforce this provision. If Contractor fails, refuses or neglects to comply with the provisions of Chapter 3 of City's Code, then such failure shall be deemed a total breach of this Contract and this Contract may be terminated, canceled or suspended, in whole or in part, and Contractor may be declared ineligible for any further contracts funded by City for a period of one (1) year. This is a material term of this Contract.

Sec. 15. Tax Compliance. If the CITY's payments to CONTRACTOR exceed \$160,000.01 for the period of May 1st through April 30th, CONTRACTOR shall provide proof of compliance with the CITY's tax ordinances administered by the CITY's Commissioner of Revenue as a precondition to the CITY making the first payment under this Contract. CONTRACTOR also shall submit to the CITY proof of compliance with the CITY's tax ordinances administered by the CITY's Commissioner of Revenue as a condition precedent to the CITY making final payment under the Contract.

Sec. 16. Buy American Preference. It is the policy of the CITY that any manufactured goods or commodities used or supplied in the performance of any CITY Contract or any subcontract thereto shall be manufactured or produced in the United States whenever possible.

Sec. 17. Notices. All notices to be given hereunder shall be in writing and may be given, served or made by depositing the same in the United States mail addressed to the party to be notified, postpaid and registered or certified with return receipt requested or by delivering the same in person to such person. Notice deposited in the mail in accordance with the provisions hereof shall be effective unless otherwise stated in such notice or in this Contract from and after the second day next following the date postmarked on the envelope containing such notice. Notice given in any other manner shall be effective only if and when received by the party to be notified. All notices shall be sent to the following addresses:

If to the CITY: City of Kansas City, Missouri
Procurement Services Division
414 East 12th Street, 1st Floor, Room 102 W
Kansas City, Missouri 64106
Attention: Cedric Rowan, C.P.M., Manager

E-mail: cedric.rowan@kcmo.org

Telephone: (816) 513-0814

Facsimile: (816) 513-1066

With copies to:

Law Department of Kansas City, Missouri
414 East 12th Street, 23rd Floor
Kansas City, Missouri 64106
Attention: Cecilia Abbott, Esq., City Attorney
E-mail: cecilia.abbott@kcmo.org
Telephone: (816) 513-3127
Fax: (816) 513-3133

If to the CONTRACTOR: Graybar Electric Company, Inc.
Ronald Drescher, National Sales Manager, Corporate Sales
11885 Lackland Road
St. Louis, Missouri 63146
E-mail: ron.drescher@graybar.com
Telephone: (301) 306-3263
Mobile: (301) 830-1424

Sec. 18. General Indemnification.

- (a) For purposes of this Section only, the following terms shall have the meanings listed:
1. Claims means all claims, damages, liability, losses, costs and expenses, court costs and reasonable attorneys' fees, including attorneys' fees incurred by the CITY in the enforcement of this indemnity obligation.
 2. CONTRACTOR's Agents means CONTRACTOR's officers, employees, subcontractors, successors, assigns, invitees, and other agents.
 3. CITY means CITY, its Agencies, its agents, officials, officers and employees.
- (b) CONTRACTOR's obligations under this Section with respect to indemnification for acts or omissions, including negligence, of CITY, shall be limited to the coverage and limits of insurance that CONTRACTOR is required to procure and maintain under this Contract. CONTRACTOR affirms that it has had the opportunity to recover all costs of the insurance requirements imposed by this Contract in its contract price.
- (c) CONTRACTOR shall defend indemnify and hold harmless CITY from and against all claims arising out of or resulting from all acts or omissions in connection with this Contract caused in whole or in part by CONTRACTOR or CONTRACTOR's Agents, regardless of whether or not caused in part by any act or omission, including negligence, of CITY. CONTRACTOR is not obligated under this Section to indemnify CITY for the sole negligence of CITY.
- (d) In no event shall the language in this Section constitute or be construed as a waiver or limitation of the CITY's rights or defenses with regard to sovereign immunity, governmental

immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

Sec. 19. Indemnification for Professional Negligence. If this contract is for professional services, CONTRACTOR shall indemnify, and hold harmless CITY and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, arising out of any negligent acts or omissions in connection with this Contract, caused by CONTRACTOR, its employees, agents, subcontractors, or caused by others for whom CONTRACTOR is liable, in the performance of professional services under this Contract. CONTRACTOR is not obligated under this Section to indemnify CITY for the negligent acts of CITY or any of its agencies, officials, officers, or employees.

Sec. 20. Insurance.

- (a) CONTRACTOR shall procure and maintain in effect throughout the term of this Contract insurance policies with coverage not less than the types and amounts specified in this Section. CONTRACTOR must have:
 - 1. Commercial General Liability Insurance Policy: with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:
 - a. Severability of Interests Coverage applying to Additional Insureds
 - b. Contractual Liability
 - c. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,000,000.
 - d. No Contractual Liability Limitation Endorsement
 - e. Additional Insured Endorsement, ISO form CG20 10, current edition, or its equivalent.
 - 2. Workers' Compensation Insurance and Employers Liability Policies as required by Missouri law.
 - 3. Commercial Automobile Liability Insurance Policy: with a limit of \$1,000,000 per occurrence, covering owned, hired, and non-owned automobiles. The Policy shall provide coverage on an "any auto" basis and on an "occurrence" basis. This insurance policy will be written on a Commercial Business Auto form, or acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Contract, by CONTRACTOR.
 - 4. If this Contract is for professional services, CONTRACTOR shall obtain Professional Liability Insurance with limits per claim and annual aggregate of \$1,000,000.
- (b) All insurance policies required in this Section shall provide that the policy will not be canceled until after the Insurer provides the CITY ten (10) days written notice of cancellation in the event that the cancellation is for CONTRACTOR's nonpayment of premiums and thirty (30) days written notice of cancellation to CITY for all other reasons of cancellation.

- (c) The Commercial General and Automobile Liability Insurance Policies specified above shall provide that CITY and its agencies, agents, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this Contract. CONTRACTOR shall provide to CITY at execution of this Contract a certificate of Insurance showing all required endorsements and additional insureds.
- (d) All insurance policies must be provided by Insurance Companies that have an A.M. Best's rating of "A-V" or better, and are licensed or approved by the State of Missouri to provide insurance in Missouri.
- (e) Regardless of any approval by CITY, CONTRACTOR shall maintain the required insurance coverage in force at all times during the term of this Contract. CONTRACTOR's failure to maintain the required insurance coverage will not relieve CONTRACTOR of its contractual obligation to indemnify the CITY pursuant to this Section of this Contract. In the event CONTRACTOR fails to maintain the required insurance coverage in effect, CITY may declare CONTRACTOR in default.
- (f) In no event shall the language in this Section constitute or be construed as a waiver or limitation of the CITY's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

Sec. 21. Interpretation of the Contract.

- (a) CITY selected CONTRACTOR through a negotiated procurement process rather than an Invitation for Bids (IFB) solicitation. Unlike the IFB, this process allows the CITY and CONTRACTOR to discuss and negotiate a contract at arm's length prior to entering a final contract that is acceptable to both the CITY and the CONTRACTOR. After negotiation and discussion, CONTRACTOR and CITY have incorporated multiple documents into this Agreement and the meaning of some of the words used in the Agreement may be uncertain, incomplete or duplicative and the Agreement may promise something at one place and take that promise away at another. In sum, the Agreement may contain words and provisions that are susceptible of more than one meaning so that reasonable persons of average intelligence may fairly and honestly differ in their construction of the words and provisions. It is the intent of the CITY and the CONTRACTOR that the CITY's taxpayers receive the benefit or advantage in the construction and interpretation of this Agreement, regardless of the normal judicial rules of contract construction even if the construction and interpretation of the Agreement will cost the CONTRACTOR more money and time. CITY and CONTRACTOR agree that CITY's Manager of Procurement Services shall, in cooperation with a representative of supplier, resolve all disagreements as to the meaning of this Agreement or any ambiguity in this Agreement. The decision of CITY's Manager of Procurement shall be final and conclusive if all parties have acted in good faith.
- (b) CONTRACTOR acknowledges and agrees that the CITY has provided CONTRACTOR with an opportunity to have CONTRACTOR's attorney review and advise CONTRACTOR on the Agreement and any potential ambiguities or areas of disagreement and the potential

adverse legal consequences of CONTRACTOR agreeing to this Section as well as the entire Agreement.

- (c) CONTRACTOR certifies that CONTRACTOR has either (1) waived its right to have CONTRACTOR's attorney review this Section and Agreement; or (2) CONTRACTOR has consulted with an attorney on this Section and Agreement.
- (d) CONTRACTOR knowingly and voluntarily agrees to this Section, as amended, and the entire Agreement. CONTRACTOR certifies that this contract was not procured by fraud, duress or undue influence.

Sec. 22. Contract Execution. This Contract may be executed in one or more counterparts, each of which will be deemed an original copy of this Contract and all of which, when taken together, will be deemed to constitute one and the same Contract. This Contract shall be effective upon the execution of counterparts by both parties, notwithstanding that both parties may not sign the same counterpart. The parties' signatures transmitted by facsimile or by other electronic means shall be proof of the execution of this Contract and shall be acceptable in a court of law.

Sec. 23. Guaranteed Lowest Pricing. CONTRACTOR certifies that this Contract contains CONTRACTOR's lowest and best pricing for all services supplied by CONTRACTOR to any government, governmental entity, political subdivision, city, state, school district or any other public entity in the United States as of the date of this Contract. CONTRACTOR represents that the prices set for herein are not less favorable than those currently extended to any other similarly situated government, governmental entity, political subdivision, city, state, school district or other public entity customer, for the same goods, in equal or seller quantities, as part of similar market basket, and under similar terms.

Sec. 24. Assignability and Subcontracting.

- (a) **Assignability.** Contractor shall not assign or transfer any part or all of Contractor's obligation or interest in this Contract without prior written approval of City. If Contractor shall assign or transfer any of its obligations or interests under this Contract without the City's prior written approval, it shall constitute a material breach of this Contract. This provision shall not prohibit contractor from subcontracting as otherwise provided for herein.
- (b) **Subcontracting.** Contractor shall not subcontract any part or all of Contractor's obligations or interests in this Contract unless the subcontractor has been identified in a format required by City. If Contractor shall subcontract any part of Contractor's obligations or interests under this Contract without having identified the subcontractor, it shall constitute a material breach of this Contract. The utilization of subcontractors shall not relieve Contractor of any of its responsibilities under the Contract, and Contractor shall remain responsible to City for the negligent acts, errors, omissions or neglect of any subcontractor and of such subcontractor's officers, agents and employees. City shall have the right to reject, at any point during the term of this Contract, any subcontractor identified by Contractor, and to require that any subcontractor cease working under this Contract. City's right shall be exercisable in its sole and subjective discretion. City shall not be obligated to pay or be liable for payment of any monies which may be due to any subcontractor. Contractor shall include in any subcontract a requirement that the subcontractor comply with all requirements of this Contract in performing Contractor's services hereunder.

Sec. 25. Professional Services – Conflict of Interest Certification. If this Contract is for professional services other than for medical doctors or appraisers, CONTRACTOR certifies that CONTRACTOR is not an expert witness for any party in litigation against the CITY at the time of the issuance of this Contract.

Sec. 26. Minority and Women's Business Enterprises.

- (a) CONTRACTOR shall assist City Certified Minority Business Enterprises (MBEs), City Certified Woman Business Enterprises (WBEs) and City Certified Small Local Business Enterprises (SLBEs) grow, develop, and prosper in the public sector by implementation of the requirements of this Section.
- (b) CONTRACTOR shall provide the same U.S. Communities national discounted pricing received by the City to City Certified MBEs, WBEs and SLBEs when City Certified MBEs, WBEs, and SLBEs bid or submit a proposal on City of Kansas City, Missouri Construction or Maintenance Solicitations and other public sector Construction and Maintenance Solicitations to allow City Certified MBEs, WBEs, and SLBEs, to incorporate the same National Discounted U.S. Communities pricing received by the City in their bids and proposals to the City and other public entities and save the taxpayers money.

Sec. 27. Employee Eligibility Verification. CONTRACTOR shall execute and submit an affidavit, in a form prescribed by the CITY, affirming that CONTRACTOR does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3). CONTRACTOR shall attach to the affidavit documentation sufficient to establish CONTRACTOR's enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration and Reform and Control Act of 1986. CONTRACTOR may obtain additional information about E-Verify and enroll at <https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>. For those CONTRACTORS enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that CONTRACTOR will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this section. CONTRACTOR shall submit the affidavit and attachments to the CITY prior to execution of the contract, or at any point during the term of the contract if requested by the CITY.

Sec. 28. Emergencies.

- (a) Disaster means any large scale event such as an act of terrorism, fire, wind, flood, earthquake or other natural or man-made calamity which results in, or has the potential to result in a significant loss of life or property.
- (b) During and after a disaster, CONTRACTOR shall provide special services to the CITY including CONTRACTOR shall open CONTRACTOR's facilities even on nights and weekends as necessary to meet the needs of the City during a disaster.
- (c) CONTRACTOR shall not charge CITY any fee for opening facilities during an emergency or for extending CONTRACTOR's hours of operation during a disaster. CITY shall pay CONTRACTOR the agreed upon contract prices for all purchases made by CITY during the

disaster and CONTRACTOR shall not charge CITY any additional mark-up, fee or cost for any purchases made by CITY during a disaster.

- (d) CONTRACTOR shall quickly mobilize CONTRACTOR's internal and external resources to assist CITY when a disaster unfolds.
- (e) Extended hours and personnel. During disasters, CONTRACTOR's facilities shall stay open 24 hours if requested by the CITY. CONTRACTOR shall utilize additional CONTRACTOR personnel to take CITY orders if necessary. CONTRACTOR's Call Center shall accept phone orders 24 hours a day.
- (f) CONTRACTOR shall have contingency plans with CONTRACTOR's suppliers to provide additional supplies and equipment quickly to CITY as needed.
- (g) CONTRACTOR shall cooperate with CITY to properly document any and all expenses incurred by CITY with CONTRACTOR and CONTRACTOR shall assist CITY in meeting any and all documentation requirements of the Federal Emergency Management Agency (FEMA).

Sec. 29. Time of Delivery. Delivery is required to be made in accordance with the schedule shown in the solicitation and purchase order.

Sec. 30. F.O.B. Destination. All deliveries of Products shall be F.O.B. Destination and all freight charges are included in the Purchase Price charged by CONTRACTOR to the CITY.

- (a) The proposed pricing applies to normally stocked Graybar materials. Discounts offered are based on the Graybar List Price or Cost in effect at time of order.
- (b) Standard delivery policy provides customers with next day service, free of charge, for materials stocked in the branch and within the standard service area.
- (c) Orders requiring same-day or expedited next-day service, non-stock items, special order or special handling and materials obtained from other Graybar warehouses or manufacturers, may include shipping or handling charges. Any shipping, handling or other costs will be negotiated at time of order.

Sec. 31. Quality. All Products shall be new, in current production, and the best of their kind. When applicable, parts and maintenance shall be reasonably available. New equipment that is obsolete or technically outdated is not acceptable. Remanufactured or reconditioned items are not considered new. Items shall be properly packaged, packed, labeled, and identified in accordance with commercial standards acceptable to the trade and as required by ICC and other federal and state regulations. Packing slips will accompany the shipment.

Sec. 32. Brand Name or Equal. Whenever the name of the manufacturer or the supplier is mentioned on the face hereof and the words "or equal" do not follow, it shall be deemed that the words "or equal" shall follow such designations unless the face hereof specifies "no substitutions". The CITY may assume that items submitted are equal or it may request samples and proof thereof and unless approved before shipment, reserves right to return at the CONTRACTOR'S expense all items that are not acceptable as

equals, said items to be replaced by the CONTRACTOR with satisfactory items at the original submitted price.

Sec. 33. Commercial Warranty. The CONTRACTOR agrees that the Products and Services furnished under this Contract shall be covered by the most favorable commercial warranties the CONTRACTOR gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the CITY by any other clause of this contract. CONTRACTOR represents that the warranties set forth herein are not less favorable than those currently extended to any other similarly situated government, governmental entity, political subdivision, city, state, school district or other public entity customer, for the same goods, in equal or less quantities, as part of the similar market basket, and under similar terms.

Sec. 34. Sellers Invoice. Invoices shall be prepared and submitted in duplicate to address shown on the purchase order. Separate invoices are required for each purchase order. Invoices shall contain the following information: purchase order number, item number, description of supplies or services, sizes, unit of measure, quantity, unit price, and extended totals.

Sec. 35. Inspection and Acceptance. Inspection and acceptance will be at destination unless specified otherwise, and will be made by the CITY department shown in the shipping address or other duly authorized representative of the CITY. Until delivery and acceptance, and after any rejection, risk of loss will be on the CONTRACTOR unless loss results from negligence of the CITY. CONTRACTOR will be notified of rejected shipments. Unless agreed otherwise, items will be returned freight collect.

Sec. 36. Loss and Damaged Shipments. Risk of loss or damage to items prior to the time of their receipt and acceptance by the CITY is upon the CONTRACTOR. The CITY has no obligation to accept damaged shipments and reserves the right to return at CONTRACTOR's expense damaged merchandise even though the damage was not apparent or discovered until after receipt of the items.

Sec. 37. Late Shipments. CONTRACTOR is responsible to notify the CITY department receiving the items and the Senior Buyer of any late or delayed shipments. The CITY reserves the right to cancel all or any part of an order if the shipment is not made as promised.

Sec. 38. Tax Exemption - Federal and State.

- (a) The CITY is exempt from Federal Excise and Transportation taxes on purchases under Chapter 32, Internal Revenue Code. The federal tax registration number issued by the St. Louis District Director on November 11, 1974 is No. 43740340K.
- (b) The CITY is exempt from payment of Missouri Sales and Use Tax in accordance with Section 39(10) Article 3, of the Missouri Constitution and Sections 144.040 and 144.615 RSMo 1969 and supplement thereto. A copy of the exemption from Missouri Sales and Use Tax is available upon request.

Sec. 39. Annual Appropriation of Funds.

- (a) Multi-year term supply and service contracts and leases and the exercise of options to renew term contracts are subject to annual appropriation of funds by the City Council. Payments made under term contracts and leases are considered items of current expense. Purchase orders are

funded when issued, therefore are current expense items and are not subject to any subsequent appropriation of funds.

- (b) In the event sufficient funds are not appropriated for the payment of lease payments or anticipated term contract payments required to be paid in the next occurring lease or contract term and if no funds are legally available from other sources, the lease or contract may be terminated at the end of the original term or renewal term and the CITY shall not be obligated to make further payments beyond the then current original or renewal term. The CITY will provide notice of its inability to continue the lease or contract at such time as the Manager of Procurement Services is aware of the nonappropriation of funds; however, failure to notify does not renew the term of lease or contract. If a lease is cancelled, the events of default will occur as described in the lease and/or the section titled TERMINATION FOR DEFAULT. The CITY has no monetary obligations in event of termination or reduction of a term contract since such contracts represent estimated quantities and are not funded as a contract, but only to the extent of purchase orders issued.

Sec. 40. Performance and Maintenance Bond and Payment Bond.

- (a) If a Work Order is estimated to exceed \$50,000.00 and is for the erection, construction, alteration, repair or improvement of any building, road, street, public utility or other public facility owned by the public entity as defined by Section 107.170, RSMo, CONTRACTOR shall obtain a performance and maintenance bond and payment bond as required by this Section. The City approved performance and maintenance bond and payment bond are incorporated in this Contract by reference and Contractor shall require its Surety to issue the performance and maintenance bonds and payment bonds on City approved forms.
- (b) All Bonds shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A certified copy of such agent's authority to act must accompany all Bonds signed by an agent. If the surety on any Bond furnished by Seller is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirement of the preceding sentence, Seller shall within twenty (20) days thereafter substitute another Bond and surety, both of which must be acceptable to City.
- (c) The performance and maintenance bond and payment bond shall remain in effect at least one (1) year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents.
- (d) All Bonds required by the Contract Documents to be purchased and maintained by CONTRACTOR shall be obtained from surety that is duly licensed in the State of Missouri and in the jurisdiction in which the Project is located, if not in Missouri, to issue Bonds. All surety companies shall hold an A.M. Best rating of B+, V, or better.
- (e) If the surety on any Bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirement of Paragraph 5.01 B, Contractor shall within twenty (20) days thereafter substitute another Bond and surety, both of which must be acceptable to City.

Sec. 41. Prevailing Wage.

A. **Prevailing Wage.** If a Work Order includes work that requires payment of prevailing wage as set forth in Sections 290.210 to 290.340, RSMo (the "Law"), CONTRACTOR shall pay workers prevailing wage in accordance with this Section and the Law. Under the Law, work that meets the definition of "construction" "includes construction, reconstruction, improvement, enlargement, alteration, painting and decorating, or major repair." "Maintenance work that is not subject to the Law is defined as "the repair, but not the replacement, of existing facilities when the size, type or extent of the existing facilities is not thereby changed or increased."

1. Contractor shall comply and require its Subcontractors to comply with;
 - a. Sections 290.210 to 290.340, RSMo the State of Missouri Prevailing Wage Law (the "Law"); and
 - b. 8 CSR 30-3.010 to 8 CSR 30-3.060, the Prevailing Wage Law Rules (the "Rules"); and
 - c. the Annual Wage Order (Wage Order) issued by the State of Missouri's Department of Labor and Industrial Relations; and
 - d. any applicable Annual Incremental Wage Increase (Wage Increase) to the Annual Wage Order.
2. The Law, Rules, Wage Order and any Wage Increase are incorporated into and made part hereof this Contract and shall be collectively referred to in this Section as the "Prevailing Wage Requirements." In the event this Contract is renewed for an additional term, the Wage Order in effect as of the commencement date of the additional term, as amended by any applicable Wage Increase, shall be deemed incorporated herein and shall apply to and remain in effect for the duration of the additional term. The new Wage Order and any applicable Wage Increase shall govern notwithstanding the fact that the Wage Order being replaced might be physically attached to this Contract.
3. Contractor shall pay and require its Subcontractors to pay to all workers performing work under this Contract not less than the prevailing hourly rate of wages for the class or type of work performed by the worker in accordance with the Law, Rules, Wage Order and any applicable Wage Increase. Contractor shall take whatever steps are necessary to insure that the prevailing hourly wage rates are paid and that all workers for Contractor and each of its Subcontractors are paid for the class or type of work performed by the worker in accordance with the Prevailing Wage Requirements.
4. Prior to each of its Subcontractors beginning Work on the Site, Contractor shall require each Subcontractor to complete City's Form 00490 entitled "Pre-contract Certification" that sets forth the Subcontractor's prevailing wage and tax compliance history for the two (2) years prior to the bid. Contractor shall retain one (1) year and make the Pre-contract Certifications available to City within five (5) days after written request.
5. Contractor shall keep and require each of its Subcontractors engaged in the construction of public works in performance of the Contract to keep full and accurate records on City's forms. Contractor shall:
 - a. Keep and require each of its Subcontractors engaged in the construction of public works in performance of the Contract to keep full and accurate records on City's "Daily Labor Force Report" Form indicating the worker's name, occupational title or classification group and skill and the workers' hours. City shall furnish blank copies of the Daily Labor

Force Report Form to Contractor for its use and for distribution to Subcontractors. Contractor shall submit its and its Subcontractors Daily Labor Force Reports to City each day; and

- b. Submit, and require each of its Subcontractors engaged in the construction of public works in performance of the Contract to submit, electronically, in a format prescribed by the City, Certified Payroll Report Information indicating the worker's name, address, social security number, occupation(s), craft(s) of every worker employed in connection with the public work together with the number of hours worked by each worker and the actual wages paid in connection with the Project and other pertinent information as requested by the City; and
- c. Submit, and require each of its Subcontractors engaged in the construction of public works in performance of the Contract to submit, electronically, in format prescribed by the City, a Payroll Certification. The Payroll Certification must be signed by the employee or agent who pays or supervises the payment of the workers employed under the Contract for the Contractor and each Subcontractor.

The Daily Labor Force Report, documents used to compile information for the Certified Payroll Report, and Payroll Certification are collectively referred to in this Section as the "Records."

6. Contractor shall make all of Contractor's and Subcontractors' Records open to inspection by any authorized representatives of City and the Missouri Department of Labor and Industrial Relations at any reasonable time and as often as they may be necessary and such Records shall not be destroyed or removed from the State of Missouri for a period of one (1) year following the completion of the public work in connection with which the Records are made. Contractor shall have its and its Subcontractors Certified Payroll Reports and Payroll Certifications available at the Contractor's office and shall provide the Records to the City electronically at City's sole discretion. In addition, all Records shall be considered a public record and Contractor shall provide the Records to the City in the format required by the City within three (3) working days of any request by City at the Contractor's cost. City, in its sole discretion, may require Contractor to send any of the Records directly to the person who requested the Record at Contractor's expense.
7. Contractor shall post and keep posted a clearly legible statement of all prevailing hourly wage rates to be paid to all workers employed by Contractor and each of its Subcontractors in the performance of this Contract in a prominent and easily accessible place at the Site of the Work by all workers.
8. If the Contract Price exceeds \$250,000.00, Contractor shall and shall require each Subcontractor engaged in any construction of public works to have its name, acceptable abbreviation or recognizable logo and the name of the city and state of the mailing address of the principal office of the company, on each motor vehicle and motorized self-propelled piece of equipment which is used in connection with the Project during the time the Contractor or Subcontractor is engaged on the project. The sign shall be legible from a distance of twenty (20') feet, but the size of the lettering need not be larger than two (2") inches. In cases where equipment is leased or where affixing a legible sign to the equipment is impractical, the Contractor may place a temporary stationary sign, with the information required pursuant to this section, at the main entrance of the Project in place of affixing the required information on the equipment so long as such sign is not in violation of any state or federal statute, rule or regulation. Motor vehicles which are required to have similar

Information affixed thereto pursuant to requirements of a regulatory agency of the state or federal government are exempt from the provisions of this subsection.

9. Contractor must correct any errors in Contractor's or any Subcontractors' Records, or Contractor's or any Subcontractors' violations of the Law, Rules, Annual Wage Order and any Wage Increase within fourteen (14) calendar days after notice from City.
 10. Contractor shall and shall require its Subcontractors to cooperate with the City and the Department of Labor and Industrial Relations in the enforcement of this Section, the Law, Rules, Annual Wage Order and any Wage Increase. Contractor shall and shall require its Subcontractors to permit City and the Department of Labor and Industrial Relations to interview any and all workers during working hours on the Project at Contractor's sole cost and expense.
 11. Contractor shall file with City, upon completion of the Project and prior to final payment therefore, affidavits from Contractor and each of its Subcontractors, stating that each has fully complied with the provisions and requirements of the Missouri Prevailing Wage Law. City shall not make final payment until the affidavits, in proper form and order, from Contractor and each of its Subcontractors, are filed by Contractor.
 12. Contractor shall forfeit as a statutory penalty to the City one hundred dollars (\$100.00) for each worker employed, for each calendar day, or portion thereof, such worker is paid less than the prevailing hourly rates for any work done under this Contract, by Contractor or by any of Contractor's Subcontractors. If Contractor or any of its Subcontractors have violated any section(s) of 290.210 to 290.340, RSMo, in the course of the execution of the Contract, City shall when making payments to the Contractor becoming due under this Contract, withhold and retain therefrom all sums and amounts due and owing as a result of any violation of sections 290.210 to 290.340; RSMo.
- B. Prevailing Wage Damages. Contractor acknowledges and agrees that, based on the experience of City, violations of the Missouri Prevailing Wage Act, whether by Contractor or its Subcontractors, commonly result in additional costs to City. Contractor agrees that additional costs to City for any particular violation are difficult to establish and include but are not limited to: costs of construction delays, additional work for City, additional interest expenses, investigations, and the cost of establishing and maintaining a special division working under the City Manager to monitor prevailing wage compliance.
1. In the event of the failure by Contractor or any of its Subcontractors to pay wages as provided in the Missouri Prevailing Wage Act, City shall be entitled to deduct from the Contract Price, and shall retain as liquidated damages, one hundred dollars (\$100.00) per day, per worker who is paid less than the prevailing hourly rate of wages, to approximate the additional costs. The sum shall be deducted, paid or owed whether or not the Contract Times have expired.
 2. City shall give written notice to Contractor setting forth the workers who have been underpaid, the amount of the statutory penalty and the amount of the liquidated damages as provided for in this Subparagraph. Contractor shall have fourteen (14) calendar days to respond, which time may be extended by City upon written request. If Contractor fails to respond within the specified time, the City's original notice shall be deemed final. If Contractor responds to City's notice, City will furnish Contractor a final decision in writing within five (5) days of completing any investigation.

C. Excessive Unemployment.


1. **Resident Laborers**" means laborers who have been residents of the State of Missouri for at least thirty days and who intend to remain Missouri residents, and residents of Nonrestrictive States.
2. **"Nonrestrictive States"** means states identified by the Missouri Department of Labor and Industrial Relations Division of Labor Standards that have not enacted state laws restricting Missouri laborers from working on public works projects. A list of Nonrestrictive States can be found on the Division web site at <http://www.dolir.mo.gov/ls/index.htm>.
3. A period of Excessive Unemployment is declared when the Missouri Department of Labor and Industrial Relations Division of Labor Standards provides notice of such declaration. When in effect, notice will be provided on the Division web site at <http://www.dolir.mo.gov/ls/index.htm>. It is Contractor's obligation to determine whether a period of Excessive Unemployment is in effect when this Contract is let.
4. Contractor agrees to follow the provisions of Section 290.560 - 290.575 RSMo and agrees that if a period of Excessive Unemployment has been declared at any point during the term of this Contract, it will employ and require all Subcontractors of whatever tier to employ only Resident Laborers for the Work to be performed under this Contract. Provided, however, Contractor may use laborers who are not Resident Laborers when Resident Laborers are not available or are incapable of performing the particular type of work involved if Contractor so certifies in writing to City and City issues a written approval. This provision does not apply to regularly employed nonresident executive, supervisory or technical employees.

Sec. 42. Workforce. If Contractor is required to pay prevailing wages for the work performed pursuant to this Contract, Contractor agrees to comply with all requirements of City's Construction Employment Program as enacted in City's Code, Sections 3-501 through 3-525 and as hereinafter amended. Contractor shall meet or exceed the construction employment goals unless the same shall have been waived in the manner provided by law. Contractor's compliance with this provision is a material part of this Contract.

Contractor shall comply with City's Workforce Program Reporting System requirements. Contractor shall use City's Internet web based Workforce Program Reporting System provided by City and protocols included in that software during the term of this Contract. Contractor shall maintain user applications to City's provided system for all applicable personnel and shall require subcontractors to maintain applications.

CONTRACTOR


I hereby certify that I have the authority to execute
this document on behalf of CONTRACTOR.

Contractor: Graybar Electric Company, Inc.
By: 
Title: SVP, Sales
Date: 11/30/2017

APPROVED AS TO FORM


Assistant City Attorney

KANSAS CITY, MISSOURI

By: 
Title: Manager of Procurement Services
Date: 12/30/2017

AMENDMENT NO. 1 to STANDARD CITY CONTRACT

MASTER CONTRACT FOR PRODUCTS AND SERVICES - THE CITY OF KANSAS CITY, MISSOURI

CONTRACT NO.: EV2370.1

TITLE/DESCRIPTION: Electrical, Lighting, Data Communications and Security Products and Related Products, Services and Solutions

THIS Amendment No. 1 to Contract is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation ("CITY"), and GRAYBAR ELECTRIC COMPANY, INC. ("CONTRACTOR")

WHEREAS, the City and the Contractor are parties to that certain Master Contract for Products and Services (No, EV2370), dated February 1, 2018 (the "Original Agreement"), pursuant to which Contractor agreed to sell, and the City agreed to buy, certain products and services on the terms and conditions set forth therein;

WHEREAS, the parties mutually believe it is equitable, desirable and appropriate to amend the Original Agreement to more clearly address expected increases in Contractor's costs that were not anticipated and are and will not be reflected in the scheduled product price set forth in the Original Agreement; and

WHEREAS, the parties mutually desire to amend the Agreement upon the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and promises contained in this Amendment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. A new Section 38A is hereby inserted in the Original Agreement, as follows:

Sec. 38A. Other Charges. The contract price for Products shall be increased by the amount of any applicable tariff, excise, fee, assessment, levy, charge or duty of any kind whatsoever, imposed assessed or collected by any governmental body, whether or not reflected in the Product price charged to CONTRACTOR, and CONTRACTOR may increase its cost for Products appropriately to take into account such increases in CONTRACTOR'S Product costs.

2. Except as amended hereby, the Original Agreement and all of its terms shall remain in full force and effect.

CONTRACTOR

I hereby certify that I have the authority to execute
this document on behalf of CONTRACTOR.

Contractor: Graybar
By: Bill Hoyt DocuSigned by:
Bill Hoyt
85D91C6F9578470...
Title: VP - Strategic Accounts
Date: 6/17/2019

APPROVED AS TO FORM

DocuSigned by:
Jim Brady
85D91C6F9578470...
Assistant City Attorney _____ (Date)

KANSAS CITY, MISSOURI DocuSigned by:
Cedric Rowan
A0DFC4EF24E34AB...
By: _____
Title: Manager of Procurement Services
Date: 6/17/2019



City of Hyattsville

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

Agenda Item Report

File #: HCC-173-FY22

12/6/2021

10.e)

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

Item Title:

DPW Turnkey Solar Power Installation

Suggested Action:

I move that the Mayor and Council authorize the City Administrator to accept the proposal from Altenergy for the design and installation of a Turnkey Solar Power System at the Department of Public Works new facility for an expenditure not to exceed \$100,000 pending legal review.

Summary Background:

It the Spring of 2021 the City solicited a Request for Proposal (RFP) seeking firms to provide a Turnkey Solar Power System on the new Department of Public Works (DPW) building. The selected firm will design, permit, install, and commission the construction of a solar power system on the new DPW building. Proposals were received and reviewed and were initially found not to be feasible from the City's perspective. The City revised the scope of the project, breaking the installation into multiple phases. The responding firms were then given an opportunity to resubmit their proposals based on the revised scope. Altenergy's proposal was the most responsive and responsible.

Next Steps:

Issue a Purchase Order and schedule installation.

Fiscal Impact:

Not to exceed \$100,000.

City Administrator Comments:

Recommend approval.

Community Engagement:

N/A

Strategic Goals:

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

Legal Review Required?

Pending



**Department of Public Works
Turnkey Solar Power System**

4637 Arundel Place Turnkey Solar Power System

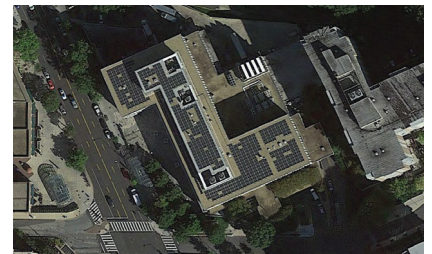
The City of Hyattsville
4310 Gallatin Street Hyattsville, Maryland 20781
Attn: Laura Reams, City Clerk



501kW Conagra Packaging, Crozet Virginia.



104kW Virginia Tech Parking Deck, Blacksburg, VA



200.625kW Van Ness Center, Washington D.C.



PROPOSAL DOCUMENTS

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

CONTRACTOR INFORMATION

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

Firm Name	Altenergy Inc.
Address	1132 E. Market St Bay 5
City, State, Zip	Charlottesville, VA 22902
Contact Person	Nick Crissey
Phone Number	434.284.3552
Email Address	ncrissey@altenergyinc.com

PROPOSAL RATE SHEET

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

Item	Approx. Quantity	Unit	Position	Unit Rate	Proposal Amount
1	1	LS	4637 Arundel Place Turnkey Solar Power System	\$2.59	\$100,000
				Total Proposal	\$100,000

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

PROPOSAL FORM PRICE AUTHORIZATION

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

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

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

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

Name of Contractor Altenergy Inc

Authorized Signature Nicholas Crissey

Name and Title of Signatory Nicholas Crissey

Date 11/19/2021

Type of Organization (circle One): Corporation Partnership Proprietorship

SEAL:
(If corporation)

INSURANCE REQUIREMENT

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

I. Workers Compensation

Coverage Statutory

A:

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

B:

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

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

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

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

3. Commercial General Liability Insurance

\$2,000,000 General Aggregate

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

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

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

\$50,000 Fire Legal Limit

\$5,000 Medical Payment

4. Umbrella/Access Liability Insurance

\$2,000,000 Each Occurrence

COMPANY BACKGROUND

Company Name	Altenergy Inc
Main Office Location	1132 E. Market St Bay 5
	Charlottesville, VA 22902
Year Founded	2004
Project Manager Name	Nicholas Crissey
Project Manager Phone	434.284.3552
Project Manager Email	ncrissey@altenergyinc.com
Years of Experience	5 years

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

No

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

Yes

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

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

NO, not with the city. We have performed work in Prince George CO.

REFERENCES

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

Name of Project College Park City Garage

Owner of Project City of College Park, Maryland

Address of Project 9217 51st Ave, College Park, Maryland 20740

Contact Person Robert Marsilli

Phone Number 240-487-3601

Email address rmarsili@collegeparkmd.gov

Description of
work

Altenergy has completed (2) projects for the City of College Park. The first project is a 31.62kW Solar Energy System. This system was a roof-mounted ballasted array. This array consists of (93) Axitec solar modules and is estimated to produce 38,698kWh annually. The second project is for the City of College Park Landscape Garage. A 33.11kW Solar Energy System, consisting of (86) Axitec modules.

Comments

REFERENCES

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

Name of Project	Millersville Landfill and Resource Reclamation Facility Maintenance Shop
Owner of Project	Anne Arundel County
Address of Project	3898 Burns Crossing Rd., Severn, MD 21114
Contact Person	Carson Arnold
Phone Number	410-222-7600 ext. 146
Email address	carnold@acdsinc.org
Description of work	85.56kW Solar Energy System. This system is roof mounted with QCell solar modules. Producing 106,582kWh annually. Altenergy was awarded the project through a RFP process, serving as the EPC contractor.
Comments	

REFERENCES

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

Name of Project Bowie Waste Water Treatment Plant

Owner of Project City of Bowie, Maryland

Address of Project 16500 Annapolis Rd, Bowie, MD 20715

Contact Person Alen Forney

Phone Number 301-575-2475

Email address aforney@cityofbowie.org

Description of work Altenergy completed two projects for the City of Bowie. The first project is a 19.24kW Solar Energy System, consisting of (76) Axitec Solar modules, ground mounted, for the Waste Water Treatment Plant.
The second project is a 12.48kW Solar Energy System for the Bowie Streets and Utilities Building. Consisting of (48) Axitec modules.

Comments

ADDENDUM NO. 1
TO THE REQUEST FOR PROPOSALS (RFP)
FOR DEPARTMENT OF PUBLIC WORKS TURNKEY SOLAR POWER SYSTEM
FOR THE CITY OF HYATTSVILLE, MARYLAND
RFP #DPW21-004

Wednesday March 17, 2021

The City of Hyattsville, Maryland, hereafter the "City", is issuing this Addendum #1 on March 17, 2021 to amend and clarify information and specifications included in RFP #DPW21-004, Department of Public Works Turnkey Solar Power System. **Addendum #1 updates the schedule for the RFP Process, including the submission date and time.** There are no other changes to the RFP. This addendum is incorporated into RFP #DPW21-004 and any associated contract documents as if fully set out in the original RFP. **Proposer must acknowledge the receipt of Addendum #1 by signing this addendum where indicated and including this addendum as part of your proposal package.**

On Page 3 the existing RFP Solicitation Schedule is struck and replaced with the following:

March 10, 2021: Solicitation

March 24, 2021: Pre-proposal meeting at 1:00PM

March 31, 2021: Questions Due by 5:00PM

April 7, 2021: Proposals Due at 1:00PM

April 7, 2021: Proposals Opened at 1:10PM

April 14, 2021: Notification of Intent to Award

April 19, 2021: Council Review and Approval

On page 3, Section on preproposal meeting is struck and replaced with the following:

There will be a virtual pre-proposal meeting on March 24, 2021 at 1:00PM. The link will be posted on the City's website. An optional tour of the location is available by appointment only on a first come, first served basis. To setup a tour between March 18th and 24th please contact Joe Buckholtz at jbuckholtz@hyattsville.org or call 240-832-1700.

On page 9, section on submission of proposals is struck and replaced with the follow:

The Proposals will be received by the City Clerk, no later than **1:00 pm**, Wednesday, April 7, 2021 and shall be mailed or hand delivered to:

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

For additional information regarding the services specified in this request for qualifications, contact Hal Metzler, City Project Manager in writing by email at hmetzler@hyattsville.org. Questions specific to this solicitation will be accepted until 5:00 PM on Wednesday, March 31th, 2021.

On page 10, section on Evaluation of Proposals and Award of Contracts, the first paragraph is struck and replaced with the following:

The Proposals will be publicly opened and read on Wednesday, April 7, 2021 at 1:10pm via a virtual meeting. The link to the meeting will be available via the City website.

There are no other changes to the RFP at this time.

END OF ADDENDUM #1



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

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

Company

Altenergy Inc

Signature



Date

11/19/2021

ADDENDUM NO. 2
TO THE REQUEST FOR PROPOSALS (RFP)
FOR DEPARTMENT OF PUBLIC WORKS TURNKEY SOLAR POWER SYSTEM
FOR THE CITY OF HYATTSVILLE, MARYLAND
RFP #DPW21-004

Wednesday April 2, 2021

The City of Hyattsville, Maryland, hereafter the "City", is issuing this Addendum #2 on April 2, 2021 to amend and clarify information and specifications included in RFP #DPW21-004, Department of Public Works Turnkey Solar Power System. **Addendum #2 answers submitted questions, provides requested documentation, and updates the submission date and time.** There are no other changes to the RFP. This addendum is incorporated into RFP #DPW21-004 and any associated contract documents as if fully set out in the original RFP. **Proposer must acknowledge the receipt of Addendum #2 by signing this addendum where indicated and including this addendum as part of your proposal package.**

Attendee List:

First Name	Last Name	Email
Dennis	Windley	dwindley@dssservicesinc.com
Jennifer	Cruz	jcruz@rerenergygroup.com
Katie	Jester	katie@sunrisesolarmd.com
Ashlyn	Brulato	ashlyn.brulato@edpr.com
George	Chambers	chambers46@gmail.com
William	Rawheiser	williamr@suninone.com
Richard	Stoltzfus	richard@sunrisesolarmd.com
Dan	Baughner	dan@sunrisesolarmd.com

On Page 3 the existing RFP Solicitation Schedule is struck and replaced with the following:

March 10, 2021: Solicitation
March 24, 2021: Pre-proposal meeting at 1:00PM
March 31, 2021: Questions Due by 5:00PM
April 14, 2021: Proposals Due at 1:00PM
April 14, 2021: Proposals Opened at 1:10PM
April 28, 2021: Notification of Intent to Award
May 3, 2021: Council Review and Approval

On page 9, section on submission of proposals is struck and replaced with the following:

The Proposals will be received by the City Clerk, no later than **1:00 pm**, Wednesday, April 14, 2021 and shall be mailed or hand delivered to:

The City of Hyattsville

4310 Gallatin Street

Hyattsville, Maryland 20781

Attn: Laura Reams, City Clerk

For additional information regarding the services specified in this request for qualifications, contact Hal Metzler, City Project Manager in writing by email at hmetzler@hyattsville.org. Questions specific to this solicitation will be accepted until 5:00 PM on Wednesday, March 31th, 2021.

On page 10, section on Evaluation of Proposals and Award of Contracts, the first paragraph is struck and replaced with the following:

The Proposals will be publicly opened and read on Wednesday, April 14, 2021 at 1:10pm via a virtual meeting. The link to the meeting will be available via the City website.

Questions and Answers:

1. Are there any electrical upgrades planned for the old DPW building?
A Not at this time
2. Have you contacted PEPCO about your wish to utilize virtual net metering? Or would our services be provided from square one in this effort?
A We have not contacted PEPCO. This should be included in your proposal.
3. Can you provide the manual transfer switch specs?
A Manual transfer switch specs can be downloaded from Hyattsville.org/360/bids-and-rfps
4. Are there available electrical/structural drawings of the new building? If so; where can they be found?
A Electrical and Structural drawings can be downloaded from Hyattsville.org/360/bids-and-rfps
5. Is there a bid bond or performance bond requirement?
A No a bid bond or performance band is not required
6. Can you provide clarity on your request for advice, in the third section of "Financial Structuring" on use of tax credits? Are you interested in a PPA?
A The City is interested in all options available for financing the project.

7. Will you be providing a link to a list off all asked questions or will this be issued in another addendum?

A Yes, Addendum #2 will contain questions and answers.

8. Our bonding company needs a percentage for the Bid Bond. We do not see that specified in your RFP documents. Is there a percentage you require? We normally do 5% or 10%. Please let me know. If we can't get this determination today, I would ask for an extension of a few days (maybe 5 business days) on the proposal, as we will need time to process the bond.

A See response to question 5.

9. Copies of Hyattsville Electric Bills showing billing for all city electric meters.

A Spreadsheets from 2019 to date can be downloaded from [Hyattsville.org/360/bids-and-rfps](https://hyattsville.org/360/bids-and-rfps)

10. Name and contact info for Pepco (Need ASAP)

A The City does not have a contact at PEPCO at this time

11. Old building voltage (Need ASAP)

A The voltage is 3 phase 240V

12. Drawings for roof of new building in pdf

A Drawings can be downloaded from [Hyattsville.org/360/bids-and-rfps](https://hyattsville.org/360/bids-and-rfps)

13. Roof drawings for old building in pdf

A Drawings can be downloaded from [Hyattsville.org/360/bids-and-rfps](https://hyattsville.org/360/bids-and-rfps)

END OF ADDENDUM #2



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

I acknowledge receipt of addendum #2 for this RFP and have enclosed it as part of the bid package.

Company

Altenergy Inc.

Signature



Date

11/19/2021

PROJECT: Department of Public Works Turnkey Solar Power System (RFP #DPW21-004)

Location: 4637 Arundel Place, Hyattsville, MD 20781

DATE: 11/19/2021

SCOPE OF WORK

Altenergy will provide a complete, turnkey installation including but not limited to design and engineering, permitting, procurement, installation, interconnection, and rebates and incentives. This system will be installed in accordance with all applicable national electrical codes, inspected and verified by local inspection processes. The permit and net metering agreement will be administered and executed by Altenergy Incorporated but will be authorized by the system owner.

Altenergy will be able to provide an efficient process to meet the Scope of Work in section III, RFP Bid Terms, and conditions. Once contract is in place, our project managers will begin the permitting process, interconnections applications and scheduling. Our procurement specialist will secure equipment and scheduling of deliverables. Updates in this process will then be relayed to the city's contact on a bi-weekly basis. After construction and PTO has been granted from the utility, a final walk through will be scheduled with the owner to go over system components, operation training and monitoring. A detailed owner's manual will be provided to the client at the end of the final walk through and system commissioning.

Experience and Support

Altenergy has 1,700 projects, 21 Megawatts designed and built across 10 states. Altenergy has worked with a wide range of Local, State, and Federal government entities throughout the US. We have built many commercial solar projects in the US and have a vast knowledge of permitting requirements by the local authorities. The installation of the racking, solar panels and inverters will all be performed by Altenergy's trained installation crew. Nick Crissey will serve as the dedicated project manager and a dedicated site manager will be on-site for the duration for the project to receive deliveries, send updates and reports and perform Quality Control inspections. Altenergy's installation crew, will be on site during the construction phase at a minimum of 8 hours a day and a 40-hour work week.

Altenergy has worked with the following Federal and Local Municipalities:

- City of Cambridge – 2018
- City of College Park – 2018 & 2020
- Town of Sharptown – 2018
- City of Bowie – 2015
- Anne Arundel County – 2015-2016
- VA Department of Mines, Minerals & Energy – 2019
- Johnson County, MO – 2020
- United States Marine Corps – 2020
- Department of Game and Inland Fisheries

System Components:

4637 Arundel Place Hyattsville, MD 20781

Total Project Cost - \$100,000**38kW (DC) 26kW (AC) Solar PV System**

- Trina 475W Solar Modules
- SolarEdge 17k and 9k (208V) Inverters
- SolarEdge P950 Optimizers
- IronRidge XR100 Racking System
- 400A Disconnect
- 400A Combiner Panel

Warranties

25-year manufacturer's warranty on solar modules

12-year manufacturer's warranty on SolarEdge Inverters

25-year manufacturer's warranty on SolarEdge Optimizers

25-year manufacturer's warranty on IronRidge racking

10-year Altenergy warranty on parts and labor

System Production:

Total system annual production for the proposed 38kW (DC) solar array located at 4637 Arundel Place, Hyattsville, MD 20781 is **45,917kWh**.

System Expansion:

The maximum allowable system size has been previously proposed as 145.77kW. This size system would require a combiner panel with a rating of 400A. Included in the proposed system is a 400A disconnect along with a 400A combiner panel that will have spaces for additional inverter output connections. To expand the system, one would simply need to install additional PV modules on the roof, install another inverter (sized to requested expansion of array production capacity) and wire that inverter's output connection the combiner panel.



Cautions: Photovoltaic system performance predictions calculated by PVWatts® include many inherent assumptions and uncertainties and do not reflect variations between PV technologies nor site-specific characteristics except as represented by PVWatts® inputs. For example, PV modules with better performance are not differentiated within PVWatts® from lesser performing modules. Both NREL and private companies provide more sophisticated PV modeling tools (such as the System Advisor Model at <https://sam.nrel.gov>) that allow for more precise and complex modeling of PV systems.

The expected range is based on 30 years of actual weather data at the given location and is intended to provide an indication of the variation you might see. For more information, please refer to this NREL report: The Error Report.

Disclaimer: The PVWatts® Model ("Model") is provided by the National Renewable Energy Laboratory ("NREL"), which is operated by the Alliance for Sustainable Energy, LLC ("Alliance") for the U.S. Department Of Energy ("DOE") and may be used for any purpose whatsoever.

The names DOE/NREL/ALLIANCE shall not be used in any representation, advertising, publicity or other manner whatsoever to endorse or promote any entity that adopts or uses the Model. DOE/NREL/ALLIANCE shall not provide any support, consulting, training or assistance of any kind with regard to the use of the Model or any updates, revisions or new versions of the Model.

YOU AGREE TO INDEMNIFY DOE/NREL/ALLIANCE, AND ITS AFFILIATES, OFFICERS, AGENTS, AND EMPLOYEES AGAINST ANY CLAIM OR DEMAND, INCLUDING REASONABLE ATTORNEYS' FEES, RELATED TO YOUR USE, RELIANCE, OR ADOPTION OF THE MODEL FOR ANY PURPOSE WHATSOEVER. THE MODEL IS PROVIDED BY DOE/NREL/ALLIANCE 'AS IS' AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED. IN NO EVENT SHALL DOE/NREL/ALLIANCE BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO CLAIMS ASSOCIATED WITH THE LOSS OF DATA OR PROFITS, WHICH MAY RESULT FROM ANY ACTION IN CONTRACT, NEGLIGENCE OR OTHER TORTIOUS CLAIM THAT ARISES OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE MODEL.

The energy output range is based on analysis of 30 years of historical weather data for nearby, and is intended to provide an indication of the possible interannual variability in generation for a Fixed (open rack) PV system at this location.

RESULTS

45,917 kWh/Year*

System output may range from 43,883 to 47,685 kWh per year near this location.

Month	Solar Radiation (kWh / m ² / day)	AC Energy (kWh)	Value (\$)
January	2.55	2,342	264
February	3.45	2,909	328
March	4.39	4,037	455
April	5.46	4,703	530
May	5.84	5,093	574
June	6.37	5,137	579
July	6.45	5,284	596
August	5.70	4,708	531
September	4.91	4,046	456
October	3.72	3,299	372
November	2.74	2,361	266
December	2.20	1,998	225
Annual	4.48	45,917	\$ 5,176

Location and Station Identification

Requested Location	4637 Arundel Pl, Hyattsville, MD 20781
Weather Data Source	Lat, Lon: 38.93, -76.94 1.2 mi
Latitude	38.93° N
Longitude	76.94° W

PV System Specifications (Residential)

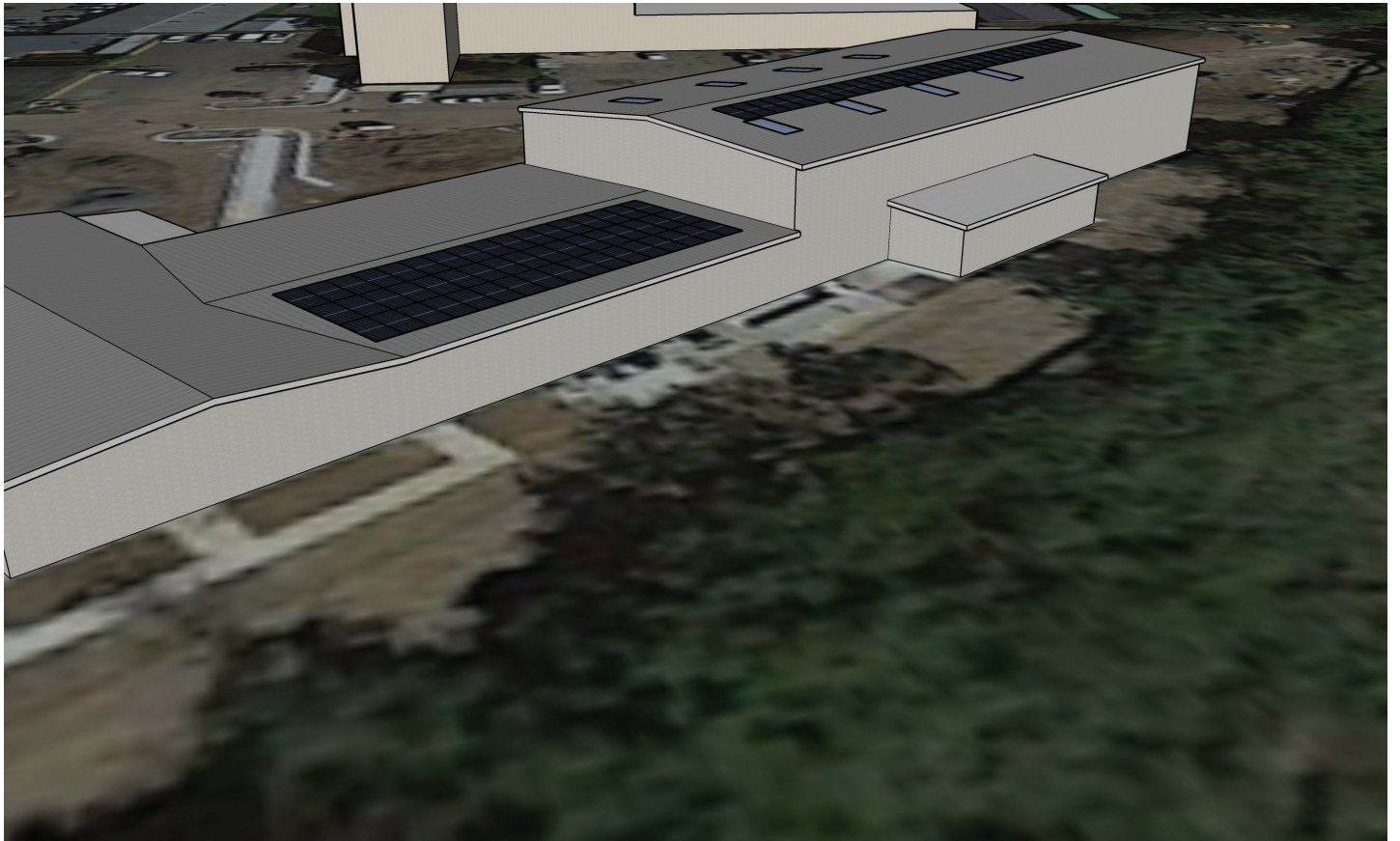
DC System Size	38 kW
Module Type	Standard
Array Type	Fixed (roof mount)
Array Tilt	5°
Array Azimuth	150°
System Losses	16.65%
Inverter Efficiency	96%
DC to AC Size Ratio	1.2

Economics

Average Retail Electricity Rate	0.113 \$/kWh
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Performance Metrics

Capacity Factor	13.8%
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Design and Pre-install:

1. Interconnection Agreement process will be prepared and processed by Altenergy. A representative of the City of Hyattsville will need to authorize the application as the utility account holder.
2. The project will be permitted and inspected to the full extent required by the AHJ
3. Installation will be as soon as possible and at the convenience of the City of Hyattsville.

Installation

1. Installation will be conducted during normal business hours unless otherwise requested by the City of Hyattsville. Construction impact will be minimized to the fullest extent possible.
2. Upon completion a commissioning report will be produced confirming that every component of the system is operating as expected. The superior monitoring capability of the SolarEdge based system will allow ongoing confirmation of such conditions on a continual basis.
3. Final inspection will be procured from all the appropriate AHJs, Altenergy staff will be present and ready to aid inspectors for all inspections required.
4. Necessary documentation will be submitted to the utility immediately upon becoming available.

Post Installation

1. Utility inspections will be completed as required with Altenergy staff present.
2. Final system checks as laid out in the commissioning report will be conducted upon system completion. In addition to education opportunities Altenergy management will be present for up to a full day to provide operational training and walk-thru to the facility staff.
3. Altenergy will set up the internet monitoring portal, transfer ownership access to the City of Hyattsville and provide training as necessary in the set up and continuing use of the monitoring portal. Altenergy will also continue to monitor the system for operational status for the life of the system.
4. Altenergy will provide maintenance and operation for a period of five years per RFP requirements. Altenergy will provide an owners Maintenance and Operations manual at the time of system commissioning and final walkthrough.

Project Approach

Upon award of the contract, Altenergy will communicate with the owners as soon as possible to discuss site requirements, expected schedule, etc. Altenergy will discuss construction progress, potential delays, schedule, budget etc. Our daily schedule and budget will be maintained by the project manager. Quality assurance will be maintained by the Director of operations. Altenergy is a full EPC contractor and all specified equipment within Altenergy's response meets or exceeds the requirements in the RFP. Altenergy will use the design provided in this RFP as a foundation for the proposed solar arrays. Our system will be designed by our experienced NABCEP certified design team, which has experience designing to historical review standards. All PV array and inverter components will be installed per manufacturer's instructions. The inverters selected in this proposal meet all 2017 NEC rapid shutdown requirements. The project will be overseen by Nick Crissey. Nick will interface with the engineering department to ensure the project is built to the specifications of the RFP and this proposal.

Construction Plan:

Altenergy will actively manage the PV system construction according to the initial project schedule. Agreed upon milestones will be tracked according to a percentage of completed, critical tasks. The PV system construction will commence and follow the typical schedule of racking install, module install, equipment placement, trenching & wiring, and testing/commissioning. During the construction process, Altenergy will report to the owner on a bi-weekly basis to summarize progress, safety, quality control, and any other information requested by the owner or that Altenergy deems pertinent. If those tasks are proceeding at a rate that is not consistent with the set schedule, action will be taken to increase the rate of execution through increased manpower or through analysis and subsequent increase in labor efficiency.

Procurement:

At the time of contract signing, Altenergy will begin procuring the solar modules, inverters, racking and all other necessary equipment outlined in this RFP. Our in-house procurement team has developed a high-quality approach to identifying the best products and value for our clients, using relevant sourcing processes and tools to select the best manufacturers and suppliers. Our procurement team has built solid relationships with our supplier's spanning a decade, allowing Altenergy to provide the best value to our clients. Our team are experts at supplier relationship management, contract management and sourcing.

Financial Structuring:

Please see the Solar Investment Financial Analysis for yearly estimated SREC values assumptions for the next five years and estimated value of electricity generated for the duration of the system. We have included an analysis without the Federal Investment Tax Credit, as a non-taxable entity. The table shows system depreciation and anticipated decline in production. SREC values are based on current market value and are not guaranteed in the future. All assumptions are an estimate. Altenergy Inc., does not guarantee these assumptions.



Solar Investment Financial Analysis

Prepared for: **Hyattsville DPW**
 Project Name: Hyattsville DPW Solar
 Fed. Tax Bracket: 0.00%
 State Tax Bracket: 0.00%

System Size (kW): 38.00
 Price Per Watt: \$2.63

Current Price per Kilowatt Hour: \$0.217
 Max. Annual Module Degradation 0.60%
 *Annual Electric Rate Escalator: 3.80%

**Inflation rate based on the national average as determined by the U.S. Energy Information Administration.*

Total System Cost: \$100,000
 26% Federal Tax Credit: \$0
 State & Fed. Depreciation (Cash Value): \$0
 Total Net Cost: \$100,000

Internal Rate of Return: 13.47%
 Payback Period (Years): 7.5

*25 Year Cost of Electricity at 3.8% Annual Inflation Rate: \$371,851
 25 Year Cost of Elec. by Going Solar: \$100,000
 Total Expected Savings Over 25 Years: \$289,318

Year	System Cost	Federal Tax Credit	Depreciable Amount	Federal Depr. Value	State Depr. Value	Annual Insurance	SREC	kWh Production	*kWh Price	*Avoided kWh Bills	Annual Cashflow	Cumulative Cashflow
	(100,000)										(\$100,000)	(\$100,000)
1		\$0	\$0	\$0	\$0		\$3,536	45,917	\$0.217	\$9,964	\$13,500	(\$86,500)
2							\$3,514	45,641	\$0.225	\$10,281	\$13,795	(\$72,705)
3							\$3,493	45,368	\$0.234	\$10,607	\$14,101	(\$58,605)
4							\$3,472	45,095	\$0.243	\$10,944	\$14,417	(\$44,188)
5							\$3,452	44,825	\$0.252	\$11,292	\$14,743	(\$29,445)
6								44,556	\$0.261	\$11,651	\$11,651	(\$17,794)
7								44,289	\$0.271	\$12,021	\$12,021	(\$5,773)
8								44,023	\$0.282	\$12,403	\$12,403	\$6,629
9								43,759	\$0.292	\$12,797	\$12,797	\$19,426
10								43,496	\$0.304	\$13,203	\$13,203	\$32,630
11								43,235	\$0.315	\$13,623	\$13,623	\$46,253
12								42,976	\$0.327	\$14,056	\$14,056	\$60,308
13								42,718	\$0.339	\$14,502	\$14,502	\$74,811
14								42,462	\$0.352	\$14,963	\$14,963	\$89,774
15								42,207	\$0.366	\$15,439	\$15,439	\$105,212
16								41,954	\$0.380	\$15,929	\$15,929	\$121,141
17								41,702	\$0.394	\$16,435	\$16,435	\$137,577
18								41,452	\$0.409	\$16,957	\$16,957	\$154,534
19								41,203	\$0.425	\$17,496	\$17,496	\$172,030
20								40,956	\$0.441	\$18,052	\$18,052	\$190,082
21								40,710	\$0.458	\$18,626	\$18,626	\$208,707
22								40,466	\$0.475	\$19,217	\$19,217	\$227,925
23								40,223	\$0.493	\$19,828	\$19,828	\$247,752
24								39,982	\$0.512	\$20,458	\$20,458	\$268,210
25								39,742	\$0.531	\$21,108	\$21,108	\$289,318
		\$0	\$0	\$0	\$0		\$17,467	1,068,954		\$371,851	\$389,318	\$289,318

Altenergy Inc does not guarantee the above tax information or the availability of the SRECs. Please consult your tax adviser for tax advice.

Altenergy Inc.

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Altenergy Inc.

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Hyattsville DPW

Altenergy Inc.

Project Start Date		1/3/2022 (Monday)		Display Week		17		Week 17					Week 18					Week 19					Week 20					Week 21					Week 22					Week 23					Week 24					
Project Manager		Nicholas Crissey							25 Apr 2022					2 May 2022					9 May 2022					16 May 2022					23 May 2022					30 May 2022					6 Jun 2022					13 Jun 2022				
WBS	TASK	LEAD	START	END	DAYS	% DONE	WORK DAYS	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S						
1	Design & Approval			-			-																																									
1.1	Sub Array 1		Mon 1/03/22	Mon 2/07/22	36	0%	35																																									
1.2	Sub Array 2		Mon 1/03/22	Mon 2/07/22	36	0%	35																																									
2	Permitting			-			-																																									
2.1	DPIE		Tue 2/08/22	Mon 3/28/22	49	0%	45																																									
3	Mobilization			-			-																																									
3.1	Sub Array 1		Tue 3/29/22	Wed 3/30/22	2	0%	2																																									
3.2	Sub Array 2		Tue 3/29/22	Wed 3/30/22	2	0%	2																																									
4	AC/DC Electrical			-			-																																									
4.1	Sub Array 1		Fri 4/01/22	Wed 4/20/22	20	0%	14																																									
4.2	Sub Array 2		Fri 4/01/22	Wed 4/20/22	20	0%	14																																									
4.3	AC		Mon 4/04/22	Wed 4/20/22	20	0%	14																																									
5	Module Installation			-			-																																									
5.1	Sub Array 1		Mon 4/04/22	Wed 5/18/22	45	0%	25																																									
5.2	Sub Array 2		Wed 4/06/22	Fri 5/20/22	45	0%	25																																									
6	Commission/PTO			-			-																																									
6.1	Commission/PTO		Mon 5/23/22	Mon 5/30/22	8	0%	6																																									



Company Summary

At Altenergy, you will work with some of the most creative and thoughtful problem solvers looking to make a difference. We are community-minded, and we are educators. We believe in high-quality design and exceptional customer-service. Going the extra mile to deliver a solar system that leaves a lasting impact, both on the planet and on the wallet is important to us. We consider ourselves to be hard-working, fun, tenacious and design experts. With local roots in Virginia, we also have a national footprint in Maryland, Idaho and Michigan. In 16 years, we've completed 1,700 projects across 10 states and 21 megawatts of PV capacity. And really, we're just getting started.

Core Competencies

- Full EPC Solar Installation Contractor
- Design & Engineering
- Vertically Integrated
- New & Retrofit Construction
- Procurement
- Construction Management
- Commissioning
- Education & Long-Term Experience
- Technology Driven

Licenses

- State of Virginia Class A AES Electrical License #2705126186
- State of Maryland Class A Contractor's License #133878
- Washington D.C. Class A Contractor's License #410514000588
- State of Michigan Class A Contractor's License #262000247
- State of Idaho Class A Contractor's License #RCE-30967
- State of West Virginia License #8WV8P_AFX8K




Virginia Tech Parking Garage Blacksburg, Virginia

June 2012 / August 2012

Altenergy was hired as a subcontractor by Siemens for the installation of this 104kW solar array on top of the Perry St. Parking Garage on Virginia Tech's main campus. This project included both Davis Bacon and ARRA Buy American requirements. The solar array was installed on top of a custom-built parking deck canopy to minimize any loss parking spaces.



An aerial photograph showing a residential development with several rows of houses. In the foreground, a large, rectangular solar array is installed on a cleared, brownish field. The array consists of multiple rows of solar panels, each row containing several smaller panels. The houses in the background are multi-story, with light-colored siding and dark roofs. A road with some parked vehicles runs alongside the houses.

Marlyn Development Culpeper, Virginia

October 2017 / June 2018

This 262kW solar project was built for Marlyn Development and the Arbor's of Culpeper senior living community. This was one of multiple projects installed for Marlyn Development where Altenergy served as the full EPC solar contractor. The array utilized a pile driven ground racking system and feeds all electricity to offset the house loads within the Community



An aerial photograph of a large industrial building with a flat roof. The roof is densely packed with rows of blue solar panels, organized into a grid pattern. The panels are mounted on a white racking system. The building is surrounded by a parking lot with several vehicles and some greenery in the background.

Conagra Co. Crozet, Virginia

August 2015 / March 2016

Altenergy was contracted to provide full EPC services for this 500kW solar PV installation. A new roof was installed to support the 1,620 solar modules and ballasted racking system. The solar PV system utilizes fifteen 480 VAC inverters to offset the electrical consumption of the warehouse.



Altenergy Projects

Developed, Engineered, Procured and Constructed



Laurel Meadow Elementary - 355.68k W
Mechanicsville, VA 2020



Van Ness Center Associates, LLC – 200kW
Washington D.C. 2020



Wood River Animal Shelter - 140kW
2018



Virginia Tech – 104.4kW
Blacksburg, VA 2005



UVA Hospital – Thermal System
Charlottesville, VA 2020



BizStream - 86.475kW
Allendale, MI 2020



Eldean Shipyard- 103.33kW
Macatawa, Michigan, 2020



United Medical Laboratories – 42.35kW
Vienna, VA 2017



Hillside Ranch Irrigation -
99.74k W Bellevue, ID 2020



CMA Properties - 170.425kW
Staunton, VA 2021



WKTV – 100kW
Wyoming, Michigan, 2020



Railside Industries - 234.05kW
Weyers Cave, VA 2016



13th ST LLC - 66.96k W
Washington D.C 2020



Dept. Of Mines, Minerals, Energy - 139.84kW
Big Stone Gap, VA 2019



M Industries Inc. - 178.88k W
Ada, Michigan, 2020



REFERENCES

1. Arundel County Recreation and Parks Headquarters, May 2016 Carson Arnold
carnold@acdsinc.org 19kW, 1 Harry S. Truman Pkwy, Annapolis, MD 21401
2. Millersville Landfill and Resource Reclamation Facility Maintenance Shop Carson Arnold
carnold@acdsinc.org 85.56kW, 3898 Burns Crossing Rd., Severn, MD 21114
3. Town of Sharptown, Maryland, May, 2018 Aaron K. Goller 410-543-9091, akg@dbfinc.com 110.4kW,
305 State St, Sharptown, MD 21861
4. Marlyn Development, Robert Bosley, 435-3339, rjbosley@marlyndv.com 187.44kW, Solar PV Project,
15255 Ira Hoffman Lane Culpeper VA 22701
5. Railside Industries, J.D. Patton, May 2015 234-9185, jdpatton@idmtrucking.com 234.05kW,
97 Railside Dr, Weyers Cave, VA 24486
6. Department of Mines, Minerals and Energy, Teresa Flanary, 276-523-8100,
teresa.flanary@dmme.virginia.gov 139.84kW, 3405 Mountain Empire Road, Big Stone Gap, VA 24219
7. City of College Park, Maryland, June 2017 Robert Marsili, 240-487-3601, rmarsili@collegeparkmd.gov
31.57kW, 9217 51st Ave, College Park, Maryland 20740



Profile

Russ leads teams, loves renewables, and loves turning over well-built, high-quality projects on time.

15 years
of construction management &
renewable experience

Education

BA, University of Oklahoma

Achievements

LEED AP, USGBC

Muscle Shoals Solar (227MWac)

Acquisition by Ørsted A/E

Divestment of PJM/SE (239MWac)
solar portfolio, 2020

Divestment of Coronal Energy to
Ørsted A/E, 2019

Development and asset sale of
55MWac Duke Energy portfolio,
2019

Commercial construction
management, projects \$20M-\$50M

Board member, Salvation Army,
Charlottesville, VA

RUSS EDWARDS

President

Edwards brings over 15 years of construction management and renewables experience to Altenergy (soon to be Tiger Solar), including most recently serving as Senior Director of Onshore Project Development at Ørsted (formerly Danish Oil & Natural Gas), ranked the most sustainable energy company in Corporate Knights Global 100 Index. In his role, Edwards oversaw utility scale solar, wind, and battery developments in southeastern and western markets.

Edwards previously served as Vice President Development, Coronal Energy, a Charlottesville-based utility scale solar developer, leading a team of project developers in 20+ states. In 2019, Edwards successfully helped take the company's solar development platform out to market, resulting in the successful acquisition by Ørsted.



Profile

Matthew enjoys solving complex problems for his solar clients.

Education

BS in Industrial Design

**North Carolina State University –
Raleigh, NC. 2001-2005**

Achievements

**Idaho Spec Electrical
Journeyman's License: # 013090**

**Heatsprings Solar Executive MBA
Training – October 2020**

15 years
of experience

MATTHEW DUNAY

Chief Technology Officer

Matthew is one of the original co-founders of Altenergy and served as its first employee. Since 2005, Matthew has worn many job titles including solar installer and has worked over the years to build a dedicated team capable of delivering complex and high-quality solar projects. Matthew oversees much of Altenergy's business development for commercial, industrial and institutional clients including Skanska, Siemens and Johnson Controls. Matthew graduated Magna Cum Laude with a BA in Industrial Design from North Carolina State University and is a licensed Spec PV Journeyman electrician.



Profile

Casey is our company expert on the National Electric Code requirements for solar electric systems.

Education

BS in Mechanical Engineering

**Montana State University-
Bozeman, Montana 2007**

Achievements

**NABCEP PV Installation
Professional PV-032611-343**

**2009 COSEIA Advanced Off-Grid
Power Systems Workshop**

**2009 IGSHPA Ground Source Heat
Pump System Design & Installation**

**2008 Solar Energy International –
Solar Electric Design and
Installation**

**2007 Certified Engineer Intern #
18111 EI**

13 years
of experience

ROBERT CASEY WILSON

Senior Engineer

Casey has been with Altenergy since 2014. He is a graduate of Montana State University where he received a Bachelor of Science in Mechanical Engineering Technology. He has 13 years of experience with solar electric system design, installation, & project management. He also sits on the state of Idaho electrical board representing solar and specialty contractors. Casey is our company expert on the National Electric Code requirements for solar electric systems and his current responsibilities at Altenergy include systems design, drafting, and project management.



Profile

Taylor has a strong desire to make a difference in his career with Altenergy and a personal goal to help mitigate the environmental impact of fossil fuels, through renewable energy systems.

Education

BS in Integrated Science and Technology, Energy

**James Madison University -
Harrisonburg, VA 2007 to 2011**

Achievements

**NABCEP PV Installation
Professional PV-041115-011519**

**VA Master Electrician License
Number – 2710070441**

**MD Master Electrician License
Number – 14444**

**Washington D.C. Master Electrician
License Number: EM40000024**

OSHA Certificate – #36-005286483

8 years
of experience

TAYLOR BALAC

Corporate Master Electrician and Safety Coordinator

Taylor is a graduate of JMU with a BS in Integrated Science and Technology, Energy and has been with Altenergy since 2016, serving many roles as Lead Installer, Branch Manager, and Sales. Taylor currently serves as Altenergy's Corporate Safety Manager, creating installation standards for all branches, providing weekly safety meetings for installers and assists the design team with establishing site specific safety plans for all commercial projects. Taylor ensures all projects are installed with quality and safety at the forefront. Balac holds a Master Electrician License in Virginia, Maryland, and Washington, D.C.



Profile

CJ's has a goal to help find ways to drive down the costs of solar to make it financially appealing and accessible for all. The foundation of his role in Procurement is to get the right products, to the right locations, at the right time, for the right price to better serve our customers.

Education

BS in Business Administration

Auburn University

Class of 2012

Achievements

**Member of Auburn Formula SAE
Team for Seasons 2012 and 2013**

**Procured over 20MW of Solar PV
Equipment from Altenergy**

8 **years**
of experience

CJ MILSTEAD

Director of Procurement

CJ has over 8 years of procurement experience with Altenergy. As part of Altenergy's team, CJ has overseen all projects wearing many hats over the years, performing multiple roles from procurement, accounting, contract writing, marketing, SREC and net metering registration, customer service, and general office administration. CJ has served as the main contact for procuring all solar PV equipment and managing the logistics from start to finish. CJ played a direct roll in Altenergy's growth, starting with only two branches and expanding to five branches.



Profile

Nicholas has done it all from project management to installing the solar panels himself. He can provide our clients perspective on their installs from every angle.

Education

BS in Corporate Financial Management

Virginia Tech,

Achievements

SEI Course Educated

OSHA 30-Hour Certification

Single-handedly managed 6 MW of Solar Installations

3 years
of experience

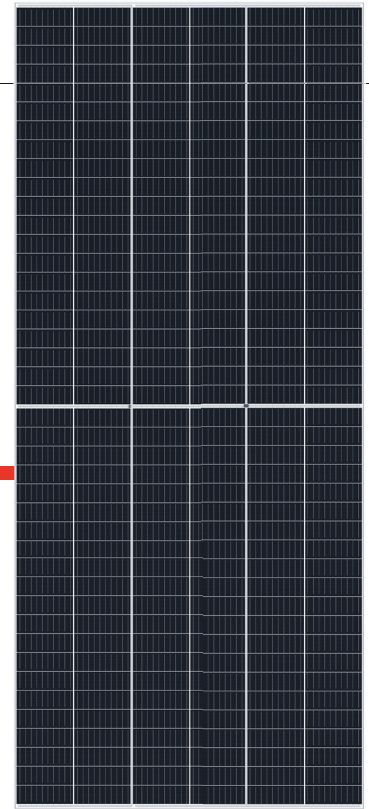
NICK CRISSEY

Maryland & Washington D.C Branch Manager

Nick Crissey, Maryland Branch Manager Originally from Binghamton, NY; Nick's connection with Altenergy began in his southern home in Charlottesville, VA. He spent time there training intensively under Master Electrician, Chris Poggi, and Daniel Walsh. This knowledge, paired with his degree in Corporate Financial Management from Virginia Tech and OSHA-30 Certification has him equipped to serve the Maryland/DC areas.

THE TALLMAX^M

FRAMED 252 LAYOUT MODULE



252 LAYOUT MONOCRYSTALLINE MODULE

470-490W POWER OUTPUT RANGE

20.8% MAXIMUM EFFICIENCY

0~+5W POSITIVE POWER TOLERANCE

Founded in 1997, Trina Solar is the world's leading total solution provider for solar energy. With local presence around the globe, Trina Solar is able to provide exceptional service to each customer in each market and deliver our innovative, reliable products with the backing of Trina as a strong, bankable brand. Trina Solar now distributes its PV products to over 100 countries all over the world. We are committed to building strategic, mutually beneficial collaborations with installers, developers, distributors and other partners in driving smart energy together.

Comprehensive Products and System Certificates

IEC61215/IEC61730/IEC61701/IEC62716/UL61703
ISO 9001: Quality Management System
ISO 14001: Environmental Management System
ISO14064: Greenhouse Gases Emissions Verification
ISO45001: Occupation Health and Safety Management System



PRODUCTS

TSM-DE15V(II)

POWER RANGE

470-490W



High power

- Up to 490W front power and 20.8% module efficiency with third-cut and MBB (Multi Busbar) technology bringing more BOS savings
- Lower resistance and good reflection effect of MBB ensures higher power



High reliability

- Improved PID resistance through cell process and module material control
- Resistant to salt, acid, and ammonia
- Proven to be reliable in high temperature and humidity areas
- Mechanical performance: Up to 5400 Pa positive load and 2400 Pa negative load

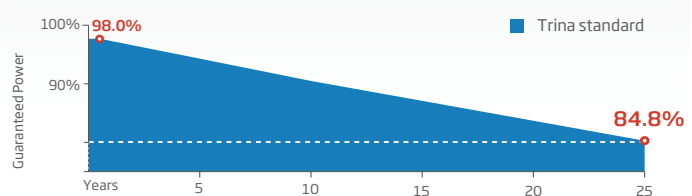


High energy generation

- Excellent IAM and low light performance validated by 3rd party with cell process and module material optimization
- Better anti-shading performance and lower operating temperature

PERFORMANCE WARRANTY

12 Year Product Warranty · 25 Year Power Warranty



From the 2nd year to the 25th year, the average annual power decline will be no more than 0.6%.

Three Phase Inverter with Synergy Technology

for the 208V Grid for North America

SE43.2KUS

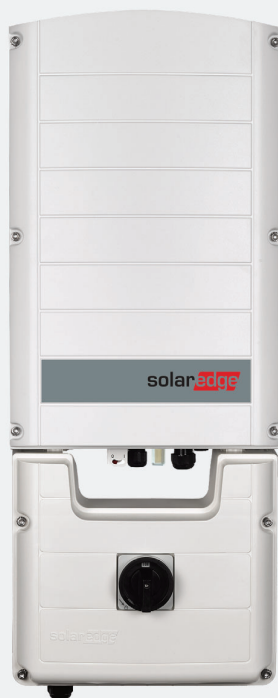


Specifically designed to work with power optimizers

- / Easy two-person installation – each unit mounted separately, equipped with cables for simple connection between units
- / Balance of System and labor reduction compared to using multiple smaller string inverters
- / Independent operation of each unit enables higher uptime and easy serviceability
- / No wasted ground area: wall/rail mounted, or horizontally mounted under the modules (10° inclination)
- / Integrated arc fault protection and rapid shutdown for NEC 2014 and 2017, per article 690.11 and 690.12
- / Fixed voltage inverter for superior efficiency (97%) and longer strings
- / Integrated DC Safety Switch
- / Built-in RS485 Surge Protection, to better withstand lightning events
- / Built-in module-level monitoring with Ethernet or cellular GSM

Three Phase Inverters for the 120/208V Grid for North America

SE9KUS / SE14.4KUS



The best choice for SolarEdge enabled systems

- / Specifically designed to work with power optimizers
- / Quick and easy inverter commissioning directly from a smartphone using the SolarEdge SetApp
- / Internet connection through Ethernet or Wireless
- / Fixed voltage inverter for longer strings
- / UL1741 SA certified, for CPUC Rule 21 grid compliance
- / Built-in module-level monitoring
- / Integrated arc fault protection and rapid shutdown for NEC 2014 and 2017, per article 690.11 and 690.12
- / Integrated Safety Switch
- / Supplied with RS485 Surge Protection, to better withstand lightning events
- / Small, lightweight, and easy to install outdoors or indoors on provided bracket

Power Optimizer For North America

P860 / P960

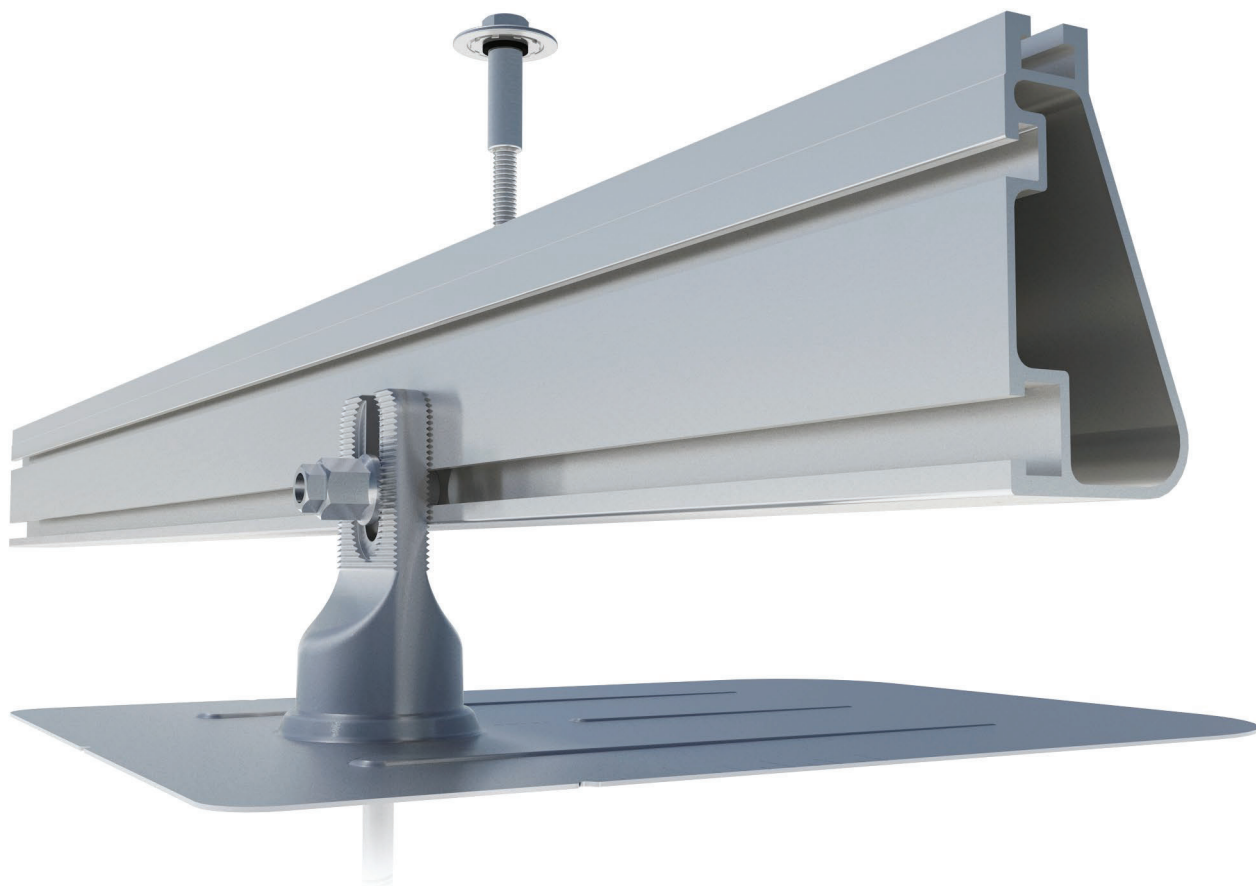


POWEROPTIMIZER

PV power optimization at the module-level

The most cost-effective solution for commercial and large field installations

- Specifically designed to work with SolarEdge inverters
- Up to 25% more energy
- Superior efficiency (99.5%)
- Balance of System cost reduction; 50% less cables, fuses and combiner boxes, over 2x longer string lengths possible
- Fast installation with a single bolt
- Advanced maintenance with module-level monitoring
- Module-level voltage shutdown for installer and firefighter safety
- Meets NEC requirements for arc fault protection (AFCI) and Photovoltaic Rapid Shutdown System (PVRSS)
- Use with two PV modules connected in parallel



Built for solar's toughest roofs.

IronRidge builds the strongest mounting system for pitched roofs in solar. Our components have been tested to the limit and proven in extreme environments, including Florida's high-velocity hurricane zones.

Our rigorous approach has led to unique structural features, such as curved rails and reinforced flashings, and is also why our products are fully certified, code compliant and backed by a 25-year warranty.



Strength Tested

All components evaluated for superior structural performance.



PE Certified

Pre-stamped engineering letters available in most states.



Class A Fire Rating

Certified to maintain the fire resistance rating of the existing roof.



Design Assistant

Online software makes it simple to create, share, and price projects.



UL 2703 Listed System

Entire system and components meet newest effective UL 2703 standard.



25-Year Warranty

Products guaranteed to be free of impairing defects.

12/10/2020

5,615,561

STATE BOARD OF MASTER ELECTRICIANS

19 04 14444
MESSAGE(S):

TAYLOR MORGAN BALAC

6162 12-09-2020



LICENSE * REGISTRATION * CERTIFICATION * PERMIT

STATE OF MARYLAND
MARYLAND DEPARTMENT OF LABOR

Lawrence J. Hogan, Jr.
Governor

Boyd K. Rutherford
Lt. Governor

Tiffany P. Robinson
Secretary

STATE BOARD OF MASTER ELECTRICIANS
CERTIFIES THAT:
TAYLOR MORGAN BALAC

ALTENERGY, INC.
1132 EAST MARKET ST
BAY 5
CHARLOTTESVILLE VA 22902

IS AN AUTHORIZED: 04 - QUALIFIED AGENT

LIC/REG/CERT
14444

EXPIRATION
12-09-2022

EFFECTIVE
N/A

CONTROL NO
5615561

Signature of Bearer

Secretary

WHERE REQUIRED BY LAW THIS MUST BE CONSPICUOUSLY DISPLAYED IN OFFICE TO WHICH IT APPLIES

19 04 14444

5,615,561

STATE BOARD OF MASTER ELECTRICIANS
500 N. CALVERT STREET
BALTIMORE, MD 21202-3651

TAYLOR MORGAN BALAC
ALTENERGY, INC.
1132 EAST MARKET ST
BAY 5
CHARLOTTESVILLE

VA 22902



LICENSE * REGISTRATION * CERTIFICATION * PERMIT
STATE OF MARYLAND
MARYLAND DEPARTMENT OF LABOR

Lawrence J. Hogan, Jr.
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TAYLOR MORGAN BALAC

IS AN AUTHORIZED: 04 - QUALIFIED AGENT

LIC/REG/CERT
14444

EXPIRATION
12-09-2022

EFFECTIVE
N/A

CONTROL NO
5615561

Signature of Bearer

Secretary

09/02/2020

5,564,017

MARYLAND HOME IMPROVEMENT COMMISSION

08 05 133878
MESSAGE(S):

ALTENERGY INC

6063 09-01-2020



LICENSE * REGISTRATION * CERTIFICATION * PERMIT

STATE OF MARYLAND

MARYLAND DEPARTMENT OF LABOR

MARYLAND HOME IMPROVEMENT COMMISSION

CERTIFIES THAT:
ALTENERGY INC

ALTENERGY INC
05-133878
8033-B PENN RANDALL PLACE
UPPER MARLBORO MD 20772

Lawrence J. Hogan, Jr.
Governor

Boyd K. Rutherford
Lt. Governor

Tiffany P. Robinson
Secretary

IS AN AUTHORIZED:

05 - CONTRACTOR/SALESMAN (CORP/PART)

LIC/REG/CERT
133878

EXPIRATION
10-06-2022

EFFECTIVE
N/A

CONTROL NO
5564017

Signature of Bearer

Secretary

WHERE REQUIRED BY LAW THIS MUST BE CONSPICUOUSLY DISPLAYED IN OFFICE TO WHICH IT APPLIES

08 05 133878

5,564,017

08 05 133878

MARYLAND HOME IMPROVEMENT COMMISSION
500 N. CALVERT STREET
BALTIMORE, MD 21202-3651

ALTENERGY INC
ALTENERGY INC
05-133878
8033-B PENN RANDALL PLACE
UPPER MARLBORO MD 20772



LICENSE * REGISTRATION * CERTIFICATION * PERMIT

STATE OF MARYLAND
MARYLAND DEPARTMENT OF LABOR

MARYLAND HOME IMPROVEMENT COMMISSION

CERTIFIES THAT:
ALTENERGY INC

IS AN AUTHORIZED: 05 - CONTRACTOR/SALESMAN (CORP/PART)

LIC/REG/CERT EXPIRATION EFFECTIVE CONTROL NO
133878 10-06-2022 N/A 5564017

Signature of Bearer

Secretary

PRINCE GEORGE'S COUNTY
DEPARTMENT OF PERMITTING INSPECTIONS AND ENFORCEMENT

Electrical Contractor's License

License No.: 28550-2020-0

Expiration Date: 07/31/2022

This is to certify that a license has been granted this day to:

ALTENERGY INC

to engage in the business of installing, erecting and repairing wires, conduits, etc. for the transmission of electric current for light, heat and power purposes, and the installation of electrical machinery, apparatus, devices and fixtures in Prince George's County, Maryland, as defined under Subtitle 2, Division 14B, of the Prince George's County Code.

Issued under the authority of Subtitle 2, Administration, Division 14B, of the Prince George's County Code on 7/15/2020

Melinda Bolling

Melinda Bolling
Director

This License Shall Be Conspicuously Displayed

Non-Transferable



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/19/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Scott Insurance - Richmond 3900 Westerre Parkway Suite 200 Richmond VA 23233	CONTACT NAME: Cherice Tracy PHONE (A/C, No, Ext): 804-545-2234 E-MAIL ADDRESS: ctracy@scottins.com	FAX (A/C, No): 434-455-8524
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Encova (A-)		12372
INSURER B: Argonaut Insurance Company (A-)		19801
INSURER C: Colony Specialty Insurance Company (A-)		36927
INSURER D: Cincinnati Indemnity Company (A+)		23280
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** 392857908**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Job Site			PACES4278133	9/28/2021	9/28/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Loc/Job Agg Cap \$ 5,000,000
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			EPP 0630172	9/28/2021	9/28/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			EXC4278134	9/28/2021	9/28/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N / A	WCB1028940 WC928758714564	6/9/2021 6/9/2021	6/9/2022 6/9/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

The City of Hyattsville
4310 Gallatin Street
Hyattsville MD 20781

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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City of Hyattsville

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

Agenda Item Report

File #: HCC-177-FY22

12/6/2021

10.f)

Submitted by: At the Request of the City Administrator
Submitting Department: Information Technology
Agenda Section: Consent

Item Title:

Hybrid Meetings: Phase 1 - IT Hardware

Suggested Action:

I move that the City Council authorize the City Administrator to proceed with the acquisition of laptops and associated hardware from GHE Technologies Inc., at a cost not to exceed \$25,000, for the purpose of providing hardware necessary to support the City Council's transition to a hybrid meeting solution.

Summary Background:

The City will be required to proceed with the acquisition of Information Technology (IT) hardware necessary to support the City Council's transition to a hybrid meeting environment. The hardware and costs do not reflect additional hardware and labor necessary for the Cable Studio to broadcast the hybrid meetings. An additional item will be submitted by the City Clerk's office at a later date.

The devices will be distributed to City Council members and the City Clerk's office. The procurement included proposals for the following hardware and quantities:

- Dell Latitude 7220 - 2-in-1 (14 units) with 5-year on-site service
- Dell Thunderbolt Docking Stations (2 units)
- Samsung CF390 Series Monitors (1 unit)

Next Steps:

No additional action is required.

Fiscal Impact:

Staff will be submitting a request to Finance to reimburse this expenditure against American Rescue Plan Act (APRA) funding.

City Administrator Comments:

Based on the responses to the direct solicitation, the City Staff is requesting authorization to proceed with an acquisition of hardware from GHE Technologies Inc. for an amount not to exceed \$25,000. Approval at this threshold will allow the City to proceed with acquisition of IT laptops, docking stations, and monitors to be purchased directly from GHE Technologies.

Community Engagement:

N/A

Strategic Goals:

Goal 4 - Foster Excellence in all City Operations

Legal Review Required?

N/A

Memo

To: City Council

CC: Tracey Nicholson, City Administrator
Ron Brooks, City Treasurer

From: Jim Chandler, Assistant City Administrator

Date: November 30, 2021

Re: IT Hardware Acquisition – Council Chambers

The purpose of this memorandum is to request City Council authorization for the acquisition of IT hardware necessary to support the City Council’s transition to a hybrid meeting environment. The hardware and costs to not reflect additional hardware and labor necessary for the Cable Studio to broadcast the hybrid meetings. An additional item will be submitted by the City Clerk’s office at a later date.

The devices will be distributed to City Council members and the City Clerk’s office. The procurement included proposals for the following hardware and quantities:

- Dell Latitude 7220 – 2-in-1 (14 units) with 5-year on-site service
- Dell Thunderbolt Docking Stations (2 units)
- Samsung CF390 Series Monitors (1 unit)

The City solicited proposals from GHE Technologies, SHI and Dataprise Inc. The City received two (2) responses:

Vendor	Dell 7320	Dell Docking Station	Samsung CF390	Total
GHE Technologies, Inc.	\$23,966.88	\$658.42	\$216.05	\$24,841.35
Dataprise Inc.	\$28,462.14	\$704.72	N/A	\$29,166.86

Based on the responses to the direct solicitation, the City Staff is requesting authorization to proceed with an acquisition of hardware from GHE Technologies Inc for an amount not to exceed \$25,000. Approval at this threshold will allow the City to proceed with acquisition of IT laptops, docking stations and monitors to be purchased directly from GHE Technologies.

Staff will be submitting a request to Finance to reimburse this expenditure against American Rescue Plan Act (APRA) funding.



GHA Technologies, Inc.
 Dept. #2090
 PO Box 29661
 Phoenix, Arizona 85038
 United States
<http://www.gha-associates.com>
 (P) 480-951-6865
 (F) 480-951-6956

Quotation (Open)

Date

Nov 15, 2021 10:46 AM EST

Modified Date

Nov 30, 2021 10:03 AM EST

Quote

2465957 - rev 1 of 1

Description

Dell

SalesRep

Goater, Nicholas
 (P) 480-308-8744
 (F) 480-951-6956

Customer Contact

Davids, Morné
mdavids@dataprise.com

Customer

City of Hyattsville (CO6133)
 Davids, Morné
 4310 Gallatin St
 3rd Floor
 Hyattsville, MD 20781
 United States
 (P) 301-985-5010

Bill To

City of Hyattsville
 Payable, Accounts
 4310 Gallatin St
 Hyattsville, MD 20781
 United States
 (P) 301-985-5010

Ship To

City of Hyattsville
 Chandler, Jim
 4310 Gallatin St
 3rd Floor
 Hyattsville, MD 20781
 United States
 (P) (301)985-5013
jchandler@hyattsville.org

Customer PO:

Terms:

Undefined

Ship Via:

FedEx Ground

Special Instructions:

Carrier Account #:

#	Description	Part #	Tax	Qty	Unit Price	Total
1	Dell Latitude 7320 CTO - Full Specs Below	DELLCTO	Yes	14	\$1,711.92	\$23,966.88

#	Description	Part #	Tax	Qty	Unit Price	Total
	Note: Dell Latitude 7320 BTX Base 210-AXZN - 1 - 11th Generation Intel Core i5-1145G7 (4 Core, 8M cache, base 2.6GHz, up to 4.4GHz, vPro) 379-BEGT - 1 - Windows 10 Pro English, French, Spanish 619-AHKN - 1 - No Microsoft Office License Included – 30 day Trial Offer Only 658-BCSB - 1 - i5-1145G7 vPro, Intel Iris XE Graphics, 16GB Memory, Laptop 338-BYBD - 1 - 16GB, Non-ECC, Integrated 370-AFMH - 1 - vPro Manageability 631-ACTN - 1 - M.2 256GB PCIe NVMe Class 40 Solid State Drive 400-BKSN - 1 - Laptop 13.3" FHD (1920x1080) AG, Non-Touch,WVA, 250 nits, FHD IR Camera+ Mic, WLAN, CF 391-BGCV - 1 - Single Pointing Backlit US-English Keyboard 583-BHBS - 1 - No Mouse 570-AADK - 1 - Wireless Intel AX201 WLAN Driver 555-BGHO - 1 - Intel Wi-Fi 6 AX201 2x2 802.11ax 160MHz + Bluetooth 5.1 555-BFVZ - 1 - No Mobile Broadband Card 556-BBCD - 1 - 4 Cell 63Whr ExpressChargeTM Capable Battery 451-BCSM - 1 - E4 65W Type-C EPEAT Adapter 492-BCXP - 1 - Palmrest, Fingerprint Reader, Carbon Fiber, Thunderbolt 4 346-BGWV - 1 - No Anti-Virus Software 650-AAAM - 1 - OS-Windows Media Not Included 620-AALW - 1 - US Power Cord 537-BBBL - 1 - Quick Reference Guide 340-CTZM - 1 - US Order 332-1286 - 1 - No Resource USB Media 430-XXYG - 1 - SERI Guide (ENG/FR/Multi) 340-AGIK - 1 - ENERGY STAR Qualified 387-BBLW - 1 - Fixed Hardware Configuration 998-ESFO - 1 - SupportAssist 525-BBCL - 1 - Dell(TM) Digital Delivery Cirrus Client 640-BBLW - 1 - Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps) 658-BBMR - 1 - Waves Maxx Audio 658-BBRB - 1 - Dell Power Manager 658-BDVK - 1 - Dell SupportAssist OS Recovery Tool 658-BEOK - 1 - Dell Optimizer 658-BEQP - 1 - Windows PKID Label 658-BFDQ - 1 - Smart Selection, Latitude 7320 System Shipment, 65W Adapter, Laptop 340-CUPT - 1 - 11th Gen Intel Core i5 vPro label 340-CTSV - 1 - BTS/BTP Smart Selection Shipment (VS) 800-BBQH - 1 - EAN label 389-BKKL - 1 - No AutoPilot 340-CKSZ - 1 - EPEAT 2018 Registered (Gold) 379-BDZB - 1 - Dell Limited Hardware Warranty Plus Service 804-2167 - 1 - Onsite/In-Home Service After Remote Diagnosis 5 Years 804-2170 - 1 -					
2	Dell Thunderbolt Dock WD19TBS Docking station - USB-C / Thunderbolt 3 - HDMI, 2 x DP, Thunderbolt, USB-C - GigE - 180 Watt - with 3 years Advanced Exchange Service - Distri SNS - for Latitude 53XX, 73XX, 7520, 9420, 95XX; XPS 15 95XX, 17 97XX	DELL-WD19TBS	Yes	2	\$329.21	\$658.42
3	Samsung C27F390FHN CF390 Series - LED monitor - curved - 27" - 1920 x 1080 Full HD (1080p) @ 60 Hz - VA - 250 cd/m² - 3000:1 - 4 ms - HDMI, VGA - high glossy black	C27F390FHN	Yes	1	\$216.05	\$216.05

Subtotal:	\$24,841.35
Tax (.0000%):	\$0.00
Shipping:	\$0.00
Misc:	\$0.00
Total:	\$24,841.35

Sales tax calculation is estimated and subject to change. Terms Definition: Unless agreed upon otherwise; Net 30 terms, cash in the GHA bank 30 days from the date of shipment. Lease payment calculations are estimated and may include sales tax in the payment amount. You can obtain an accurate lease quote from our leasing company. Rates are subject to change without notice.

GHA is an authorized and leading supplier for Microsoft, HP, Apple, Dell, Lenovo, VMWare, IBM and Cisco. GHA does not source any of these products from the gray market. If you have a pending quotation from a competitor that is significantly less in price, that may be a strong indication of gray market involvement. Please immediately bring this to the attention of your sales professional who can verify with the manufacturer for your benefit and protection. Your sales representative can also talk to you about the risks associated with doing business with a gray market supplier. The prices quoted may change due to market conditions beyond our control. GHA cannot be responsible for manufacturer availability or delays. No verbal quotations or promises can be honored unless set forth herein. Due to many people working from home, GHA will not be responsible for the boxes if lost or stolen after the delivery has been made, and if they are lost or stolen, you still agree to pay

your GHA invoice. Signature will be required on all shipments. Handling Fees: Handling fees charged on shipments are in addition to the freight and insurance charges and vary. Returns Policy: Cloud Service Provider CSP orders for Microsoft require at least 30 days of cancellation notice from Buyer. Buyer agrees to pay for any cloud subscription usage incurred. For all other CSP s, GHA will pass through and honor the cancellation policy as stated in the original contract whether 30, 60 or 90 days of cancellation notice is required. Custom computers and technology orders are non-cancellable and non-returnable. No return will be accepted after 30 days from the invoice date. Goods accepted for credit upon return will be subject to handling/restocking charge, which shall be not less than 15% of the price of Goods. Custom-made Goods are not subject to cancellation or return under any circumstances. In no case are Goods to be returned without first obtaining Seller's written permission. Goods must be securely packed in the original packaging and delivered to Seller in an undamaged condition with Buyer being solely responsible for paying all return freight expenses and keeping the GHA invoice current within 30 days from the date of shipment regardless of the reason for a return. All returns must be accompanied by an authorized RMA number, which is valid for 15 days after date of issuance. GHA Technologies makes NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE with respect to the goods described hereon. International shipments/returns: Customer is responsible to pay all VAT, duties, customs charges, freight forwarding services, storage, handling, foreign exchange rates/fees, miscellaneous fees from any country, expedited or return freight expenses. Customer shall be liable; GHA is NOT responsible. GHA is not responsible for any return shipment expenses. ~~~Supplier represents and warrants that it is an equal-opportunity employer and does not discriminate on the basis of age, race, creed, color, religion, sex, sexual orientation, gender identity, national origin, disability, marital or veteran status, or any other basis that is prohibited by law. This document shall be governed by the laws of the State of Arizona. You may view all Terms & Conditions at: http://gha-associates.com/Terms_and_Conditions/index.html. - .THIS QUOTE HAS BEEN PROVIDED FOR CLIENT AND GHA PURPOSES ONLY** CORPORATE OFFICE: (REMIT PAYMENTS TO THE DEPARTMENT NUMBER AND PO BOX LISTED ABOVE; NO PAYMENTS SHOULD BE MAILED TO THE CORPORATE OFFICE) GHA Technologies, Inc. 8998 E. Raintree Drive Scottsdale, AZ 85260



City of Hyattsville

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

Agenda Item Report

File #: HCC-178-FY22

12/6/2021

10.g)

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

Item Title:
Purchase of Road Salt

Suggested Action:

I move that the Mayor and Council authorize the City Administrator to enter into an agreement with Morton Salt for an expenditure not to exceed \$35,000, pending legal review.

Summary Background:

The City typically executes a rider on either a County or State contract for road salt. This year both County and State governments have delayed the issuing of their solicitations and awarding of contracts. It is expected that the contracts are to be awarded in mid-to-late December. Montgomery County is the entity that solicits this particular service for the members of the Washington Council of Governments and Morton Salt is one of the salt providers that will be awarded a contract for the area covering the Hyattsville portion of Prince George's County. Once it is executed by the County, the City can then issue its rider contract, pending review by the City Attorney.

Next Steps:

Award contract and issue Purchase Order.

Fiscal Impact:

\$35,000

City Administrator Comments:

Recommend Approval

Community Engagement:

N/A

Strategic Goals:

Goal 3 - Promote a Safe and Vibrant Community

Legal Review Required?

Pending



City of Hyattsville

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

Agenda Item Report

File #: HCC-179-FY22

12/6/2021

10.h)

Submitted by: Ron Brooks

Submitting Department: Police Department

Agenda Section: Consent

Item Title:

Acceptance of Donation of Bloodhound for HCPD

Suggested Action:

I move that the Mayor and Council accept the donation of a Bloodhound breed puppy from Bluegrass Bloodhounds in Kentucky to assist the Police Department with tracking missing persons and vulnerable adults. The donation of this specialized tracking breed includes all required registration documents that identifies the breeds authenticity.

Summary Background:

The Hyattsville City Police Department (HCPD) submitted a request through Bluegrass Bloodhounds in Kentucky for a Bloodhound breed to assist with tracking missing persons and vulnerable adults. There are very few Bloodhounds in the Maryland area, but the HCPD was recently informed that their application was accepted and there is a puppy available. The Bloodhound breed has a non-aggressive nature and keen scent-tracking abilities making this the best breed for tracking missing individuals. The City currently has three (3) assisted living facilities that serve the elderly and disabled. In addition, over the past four years, the HCPD recorded approximately ninety (90) missing children and adults. Twenty (20) of those were considered critical as they had reported developmental disabilities.

There is no cost for the Bloodhound but there is a one-time fee of \$2800 for the kennel and associated equipment. The annual cost for food, veterinarian oversight, and handler overtime will average approximately \$12,000. Hyattsville will be one of the only communities in the County with a Bloodhound and will make the canine available to assist county-wide as we do with our current K-9s and Facility Dog, Nola.

Next Steps:

Acceptance of the Bloodhound puppy and registration documents that identifies the breed's authenticity.

Fiscal Impact:

There is no cost for the purchase of the Bloodhound puppy. The financial breakdown follows:

Revenue/In-Kind

Donation Value - \$3,000

Annual Cost Avoidance - \$3,000 (officer/staff overtime)

Expenses:

One-time Fee - \$2,800 (kennel and associated equipment)

Annual Cost Estimate - \$12,000 (food, veterinarian, and handler overtime)

Avg Annual Cost Estimate minus Cost Avoidance = (\$8,000 to \$10,000)

City Administrator Comments:

Recommend Approval.

Community Engagement:

N/A

Strategic Goals:

Goal 3 - Promote a Safe and Vibrant Community

Legal Review Required?

N/A



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Agenda Item Report

File #: HCC-182-FY22

12/6/2021

10.i)

Submitted by: Ron Brooks

Submitting Department: Finance

Agenda Section: Consent

Item Title:

FY22 Grant Acceptance and Budget Appropriation Amendment: FEMA COVID-19 Reimbursement Grant

Suggested Action:

I move that the Mayor and Council authorize the City Administrator to accept the Federal Emergency Management Agency (FEMA) COVID-19 Reimbursement Grant of \$97,103 for prior expenses through September 30, 2021 and authorize the Treasurer to amend the FY22 Special Revenues Funds Budget to establish a FEMA Reimbursement Grant Fund and appropriate the amount not to exceed \$291,309 for estimated COVID-19 vaccine and testing site costs from October 1, 2021 to June 20, 2021 which will be 100% reimbursed by FEMA.

Summary Background:

In response to the COVID-19 public health emergency, the City of Hyattsville utilized City employees, materials, and contracts and/or MOUs/mutual aid agreements to administer the COVID-19 vaccine to the public throughout the City's jurisdiction. The City of Hyattsville directly operated a vaccination site launched on February 24, 2021 and a testing site that launched on June 15, 2020. The site was operated as a partnership between Hyattsville, Luminis Health, the Prince George's County Health Department, and First United Methodist Church of Hyattsville. These entities also provide facilities, equipment, staffing, supplies, communications, security, and other activities as needed for reduction of the immediate threat of COVID-19 by providing vaccination clinic facilities and associated support. The reimbursed grant amount of \$97,103 is for COVID-19-related costs expensed through September 30, 2021. The amount of \$291,309 is the estimated COVID-19 vaccine and testing site costs from October 1, 2021, to June 30, 2021, and are reimbursed 100% by FEMA.

Next Steps:

Accept the FEMA grant award of \$97,103, establish the FEMA reimbursement fund, and appropriate the amount not to exceed \$291,309 to cover the estimated cost of vaccine and testing site costs up through June 30, 2021.

Fiscal Impact:

Increase the FY22 Special Revenues Funds Budget by \$291,309.

City Administrator Comments:

Recommend approval.

Community Engagement:

N/A

Strategic Goals:

Goal 1 - Ensure Transparent and Accessible Governance

Legal Review Required?

N/A



Larry Hogan | Governor

Boyd K. Rutherford | Lt. Governor

Russell J. Strickland | Acting Secretary

November 24, 2021

Mr. Reginald Bagley
Emergency Operations Manager
City of Hyattsville
4310 Gallatin St
Hyattsville MD 20781-2050

Re: **Project Approval – PW#272**
(Grants Portal Project #436619 – Vaccine Distribution 5/25 thru 9/30/2021)
Hyattsville (FIPS# 033-41250-00)
COVID-19 Disaster (FEMA-4491-DR-MD) – Public Assistance CFDA# 97.036

Dear Mr. Bagley:

The Federal Emergency Management Agency (FEMA) has reviewed and approved the enclosed Project Worksheet PW#272 for reimbursement of response and recovery costs resulting from the COVID-19 Disaster. The reimbursement for this grant is the 100% Federal Share of the project's Eligible Costs. Payment in the amount of **\$97,103.68** is being processed, and should be received within four to six weeks.

PW#	Grants Portal #	Eligible Costs	Reimbursement
272	436619	\$ 97,103.68	\$ 97,103.68

In accordance with 44 CFR § 206.206 (enclosed), which governs the Public Assistance appeal process, you have 60 days from the date of receipt of this letter to appeal any action related to this disaster. Any appeal of a FEMA decision should be submitted through the MEMA Public Assistance office with supporting justification.

Thank you for your hard work throughout the COVID-19 Disaster response and recovery. If you have any questions regarding this project or its payment, please contact me at 443-381-3209.

Sincerely,

A handwritten signature in blue ink, appearing to read "Sara Bender".

Sara Bender
State Public Assistance Officer

djn
2 enclosures

cc: Ronnie Gill, Director, Office of Emergency Management, Prince George's County

DR-4491

COVID-19 Disaster

**Department of Homeland Security
Federal Emergency Management Agency**

General Info

Project #	436619	PW #	272	Project Type	Work Completed / Fully Documented
Project Category	B - Emergency Protective Measures			Applicant	Hyattsville, City of (033-41250-00)
Project Title	Vaccine Distribution 5/25 thru 9/30/2021			Event	4491DR-MD (4491DR)
Project Size	Small			Declaration Date	3/26/2020
Activity Completion Date	12/31/2021			Incident Start Date	1/20/2020
Process Step	Obligated			Incident End Date	Ongoing

Damage Description and Dimensions

The Disaster # 4491DR, which occurred between *01/20/2020* and *Ongoing*, caused:

Damage # 786274; Emergency Protective Measures (Damage for Project [436619] Vaccine Distribution 5/25 thru 9/30/2021)

During the incident period of 1/20/2020 through Ongoing, COVID-19 created an immediate threat to the health and safety of the general public requiring emergency response and protective measures.

- Provided medical care, specifically vaccine administration, for reduction of immediate threat from COVID-19 at 6201 Belcrest Rd. Hyattsville, MD from 5/26/2021 to 9/30/2021.

Final Scope

786274 Damage for Project [436619] Vaccine Distribution 5/25 thru 9/30/2021

Work Completed – Streamlined COVID-19 Application

In response to the COVID-19 public health emergency, the applicant utilized force account labor, materials, and contracts and/or MOUs/mutual aid agreements to administer the COVID-19 vaccine to the public throughout the Applicant's Jurisdiction.

The federal cost share for this project is 100% for all work that falls between the dates of 5-26-2021 and 9-30-2021.

City of Hyattsville

- The City of Hyattsville stood up a vaccination site and launched it on February 24, 2020. The site was operated as a partnership between the City of Hyattsville, Luminis Health, the Prince George's County Health Department and First United Methodist Church of Hyattsville.

Force Account and/or Contract

A. Provided facilities, equipment, staffing, supplies, communications, security, and other activities as needed for reduction of immediate threat of COVID-19 by providing vaccination clinic facilities and associate support using force account and contract.

Work Completed

A. Force Account Labor (OT): \$2,390.90.

B. Materials: \$12,484.03.

C. Contract:

a. staffing support: \$82,228.75.

Work Completed Total: \$97,103.68.

PROJECT NOTES

1. Scope and cost were developed based on applicant cost summaries and certification included in the Schedule EZ – Small Project Estimate. See document attached: *436619 - DR4491MD - Project Summary.xlsx*.
2. Applicant must follow FEMA's Procurement Under Grants Conducted Under Exigent or Emergency Circumstances guidance and include a termination for convenience clause in its contracts.
3. Vaccine administration locations: Temporary facilities/Type 3: 6201 Belcrest Rd., Hyattsville, MD 20782.
4. Location of medical waste disposal: no medical waste disposal costs are claimed in this project.

Cost

Code	Quantity	Unit	Total Cost	Section
9007 (Labor (OT))	1.00	Lump Sum	\$2,390.90	Completed
9009 (Material)	1.00	Lump Sum	\$12,484.03	Completed
9001 (Contract)	1.00	Lump Sum	\$82,228.75	Completed

CRC Gross Cost	\$97,103.68
Total Insurance Reductions	\$0.00
CRC Net Cost	\$97,103.68
Federal Share (100.00%)	\$97,103.68
Non-Federal Share (0.00%)	\$0.00

Award Information

Version Information

Version #	Eligibility Status	Current Location	Bundle Number	Project Amount	Cost Share	Federal Share Obligated	Date Obligated
0	Eligible	Awarded	PA-03-MD-4491-PW-00272(401)	\$97,103.68	100 %	\$97,103.68	11/22/2021

Drawdown History

EMMIE Drawdown Status As of Date	Obligation Number	Expenditure Number	Expended Date	Expended Amount
No Records				

Subgrant Conditions

- As described in Title 2 Code of Federal Regulations (C.F.R.) § 200.333, financial records, supporting documents, statistical records and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three (3) years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. Exceptions are stated in 2 C.F.R. §200.333(a) – (f)(1) and (2). All records relative to this project are subject to examination and audit by the State, FEMA and the Comptroller General of the United States and must reflect work related to disaster-specific costs.
- In the seeking of proposals and letting of contracts for eligible work, the Applicant/Subrecipient must comply with its Local, State (provided that the procurements conform to applicable Federal law) and Federal procurement laws, regulations, and procedures as required by FEMA Policy 2 CFR Part 200, Procurement Standards, §§ 317-326.
- The Recipient must submit its certification of the subrecipient's completion of all of its small projects and compliance with all environmental and historic preservation requirements within 180 days of the applicant's completion of its last small project, or the latest approved deadline, whichever is sooner.
- When any individual item of equipment purchased with PA funding is no longer needed, or a residual inventory of unused supplies exceeding \$5,000 remains, the subrecipient must follow the disposition requirements in Title 2 Code of Federal Regulations (C.F.R.) § 200.313-314.
- FEMA will not approve PA funding for medical care costs if they are covered by another source, including private insurance, Medicare, Medicaid, or a pre-existing private payment agreement. The Applicant must provide documentation verifying that insurance coverage or any other source of funding, including private insurance, Medicaid, or Medicare, has been pursued or does not exist for the costs associated with emergency medical care and emergency medical evacuations.
- The terms of the FEMA-State Agreement are incorporated by reference into this project under the Public Assistance award and the applicant must comply with all applicable laws, regulations, policy, and guidance. This includes, among others, the Robert T. Stafford Disaster Relief and Emergency Assistance Act; Title 44 of the Code of Federal Regulations; FEMA Policy No. 104-009-2, Public Assistance Program and Policy Guide; and other applicable FEMA policy and guidance.
- The DHS Standard Terms and Conditions in effect as of the declaration date of this emergency declarations or major disaster, as applicable, are incorporated by reference into this project under the Public Assistance grant, which flow down from the Recipient to subrecipients unless a particular term or condition indicates otherwise.
- The Uniform Administrative Requirements, Cost Principles, and Audit Requirements set forth at Title 2 Code of Federal Regulations (C.F.R.) Part 200 apply to this project award under the Public Assistance grant, which flow down from the Recipient to all subrecipients unless a particular section of 2 C.F.R. Part 200, the FEMA-State Agreement, or the terms and conditions of this project award indicate otherwise. See 2 C.F.R. §§ 200.101 and 110.
- The subrecipient must submit a written request through the Recipient to FEMA before it makes a change to the approved scope of work in this project. If the subrecipient commences work associated with a change before FEMA approves the change, it will jeopardize financial assistance for this project. See FEMA Policy No. 104-009-2, Public Assistance Program and Policy Guide.
- Pursuant to section 312 of the Stafford Act, 42 U.S.C. 5155, FEMA is prohibited from providing financial assistance to any entity that receives assistance from another program, insurance, or any other source for the same work. The subrecipient agrees to repay all duplicated assistance to FEMA if they receive assistance for the same work from another Federal agency, insurance, or any other source. If an subrecipient receives funding from another federal program for the same purpose, it must notify FEMA through the Recipient and return any duplicated funding.

Insurance

Additional Information

11/05/2021

Per the Deduction Section of the Streamlined Application, the Applicant is confirming that they do not have insurance for the activities identified in Section II of the Streamlined Application Project worksheet. Further, Section II of the Streamlined Application Project, the Applicant has confirmed that a reasonable effort to recover insurance proceeds that they are entitled to receive from their insurer(s) has been taken.

This declaration is specific for the cost associated with the actions taken to protect the public health and safety of the general population from the COVID-19 Pandemic. FEMA cannot provide assistance for disaster related losses that duplicates benefits available to an applicant from another source, including insurance. Applicants must take reasonable efforts to recover insurance proceeds that they are entitled to receive from their insurance carrier(s).

This project has been reviewed for insurance considerations. The expenses claimed on this project are generally not covered under a standard commercial property insurance policy. No insurance proceeds are anticipated for these costs.

The cost associated with patient vaccinations, testing, and other medically-related expenses may be covered by the patient's health insurance provider. The applicant must pursue the reimbursement of these cost under the patients' health insurance, if applicable, and report any insurance proceeds received and those costs must be reduced from any FEMA Public Assistance funding to ensure no duplication of benefits has occurred.

FEMA insurance requirements are specific to permanent work to replace, restore, repair, reconstruct, or construct a facility. No Obtain and Maintain insurance requirements are mandated for Category B, emergency work.

Billy J. Graham, Jr., PA Insurance Specialist, CRC East

O&M Requirements

There are no Obtain and Maintain Requirements on **Vaccine Distribution 5/25 thru 9/30/2021**.

Environmental Historical Preservation

Is this project compliant with EHP laws, regulations, and executive orders?

Yes

EHP Conditions

- Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.
- This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize funding.
- If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archaeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.

- If in the special flood hazard area, the Applicant must coordinate with the local permitting official responsible for floodplain development and must obtain all required permissions prior to initiating work. All coordination pertaining to these activities and applicant compliance with any project grant conditions should be documented and copies forwarded to the state and FEMA for inclusion in the permanent project files.
- Applicant should assess of the type of flood hazards at the site (e.g., flood velocity, flood depth, wave action, etc.), assess practicable opportunities for flood mitigation, and develop a flood evacuation plan/emergency plan. This plan should consider the time needed to relocate the mobile clinics and other mobile facilities away from flooding.
- Ensure accessibility across the full range of clients and/or customers that need to utilize the services being provided by these facilities, including elements of the population with less capacity or mobility.
- For projects where FEMA is funding work that has not yet been performed, when practicable, minimize ground disturbance in previously undeveloped natural areas (including wetlands areas adjacent to waterways, and/or places where marine mammals might congregate).
- To the extent practicable, disinfection/decontamination of facilities and personnel should avoid/minimize run-off/disposal that enters stormwater or open waters where ESA-listed species may reside.
- For projects where FEMA is funding work that has not yet been performed, when practicable, minimize ground disturbance in previously undeveloped areas.
- For subsequent versions of this project, the applicant must provide the location of each vaccination site. For projects with construction/renovation of a temporary facility, installation of temporary plexiglass barriers or wall-mounted equipment, and/or medical waste disposal, answers to the EHP Survey questions on the Streamlined Project Application must be provided.

EHP Additional Info

There is no additional environmental historical preservation on **Vaccine Distribution** 5/25 thru 9/30/2021.

Final Reviews

Final Review

Reviewed By Conzone, Connor W.

Reviewed On 11/16/2021 11:10 AM CST

Review Comments

No comments available for the Final Review step

Recipient Review

Reviewed By Bender, Sara

Reviewed On 11/16/2021 11:47 AM CST

Review Comments

No comments available for the Recipient Review step

Project Signatures

Signed By Bagley, C. Reginald

Signed On 11/18/2021

44 CFR § 206.206 Appeals

An eligible applicant, subgrantee, or grantee may appeal any determination previously made related to an application for or the provision of Federal assistance according to the procedures below.

- (a) **Format and Content.** The applicant or subgrantee will make the appeal in writing through the grantee to the Regional Director. The grantee shall review and evaluate all subgrantee appeals before submission to the Regional Director. The grantee may make grantee-related appeals to the Regional Director. The appeal shall contain documented justification supporting the appellant's position, specifying the monetary figure in dispute and the provisions in Federal law, regulation, or policy with which the appellant believes the initial action was inconsistent.
- (b) **Levels of Appeal.**
 - (1) The Regional Director will consider first appeals for public assistance-related decisions under subparts A through L of this part.
 - (2) The Associate Director/Executive Associate Director for Response and Recovery will consider appeals of the Regional Director's decision on any first appeal under paragraph (b)(1) of this section.
- (c) **Time Limits.**
 - (1) Appellants must file appeals within 60 days after receipt of a notice of the action that is being appealed.
 - (2) The grantee will review and forward appeals from an applicant or subgrantee, with a written recommendation, to the Regional Director within 60 days of receipt.
 - (3) Within 90 days following receipt of an appeal, the Regional Director (for first appeals) or Associate Director/Executive Associate Director (for second appeals) will notify the grantee in writing of the disposition of the appeal or of the need for additional information. A request by the Regional Director or Associate Director/Executive Associate Director for additional information will include a date by which the information must be provided. Within 90 days following the receipt of the requested additional information or following expiration of the period for providing the information, the Regional Director or Associate Director/Executive Associate Director will notify the grantee in writing of the disposition of the appeal. If the decision is to grant the appeal, the Regional Director will take appropriate implementing action.

- (d) **Technical Advice.** In appeals involving highly technical issues, the Regional Director or Associate Director/Executive Associate Director may, at his or her discretion, submit the appeal to an independent scientific or technical person or group having expertise in the subject matter of the appeal for advice or recommendation. The period for this technical review may be in addition to other allotted time periods. Within 90 days of receipt of the report, the Regional Director or Associate Director/Executive Associate Director will notify the grantee in writing of the disposition of the appeal.
- (e) **Transition.**
 - (1) This rule is effective for all appeals pending on and appeals from decisions issued on or after May 8, 1998, except as provided in paragraph (e)(2) of this section.
 - (2) Appeals pending from a decision of an Associate Director/ Executive Associate Director before May 8, 1998 may be appealed to the Director in accordance with 44 CFR 206.440 as it existed before May 8, 1998 (44 CFR, revised as of October 1, 1997).
 - (3) The decision of the FEMA official at the next higher appeal level shall be the final administrative decision of FEMA.

[63 FR 17110, Apr. 8, 1998; 63 FR 24970, May 6, 1998]



City of Hyattsville

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Agenda Item Report

File #: HCC-187-FY22

12/6/2021

10.j)

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

Item Title:

Zoning Variance Request V-98-21 - 6213 43rd Avenue, Hyattsville

Suggested Action:

I move that the City Council authorize the Mayor to provide correspondence to the Prince George's County Board of Zoning Appeals in support of V-98-21, a variance request to validate three (3) existing conditions pertaining to minimum lot size, lot frontage, and side yard depth at the subject property, 6213 43rd Avenue, Hyattsville.

Summary Background:

The applicant, Metropolitan Building and Development Corporation, has applied to the Prince George's County Board of Zoning Appeals (BZA) for a zoning variance to validate three (3) existing conditions pertaining to minimum lot size, lot frontage, and side yard depth.

The subject property includes an existing single-family detached residential structure and is zoned R-55 (One-Family Detached Residential) and is located in City Council Ward 1. The subject parcel is also located within the 2004 approved Gateway Arts District Traditional Residential Neighborhood (TRN) Character Area, per the Gateway Arts District Sector Plan, R-55 zoned properties in the TRN character area within the incorporated limits of the City of Hyattsville are exempt from the development standards and will abide by the requirements of the R-55 zone.

The applicant had originally submitted a companion variance (V-97-21) for the undeveloped adjacent property, 6211 43rd Avenue, with the intention of building a single-family dwelling. That variance application has been withdrawn.

Next Steps:

The BZA conducted a hearing on the matter on November 17, 2021, but at the request of the City, has held the record open until the City Council had an opportunity to review and comment on the application. The BZA will issue a decision at its next scheduled hearing.

Fiscal Impact:

N/A

City Administrator Comments:

The City's Variance Policy states that, "the City shall, as a matter of policy, provide letters of support for residents to document a "non-conforming lot" as part of the normal permitting process for projects complying with all other aspects of zoning regulations, unless the matter at hand is the certification of a non-conforming use on a non-conforming lot. The standard for the support of the certification of a non-conforming use on a non-conforming lot would revert to the instant aforementioned requirements for City support of a zoning variance". Per the Policy, the zoning variance for a non-conforming lot shall be placed on the Consent Item agenda for approval by the City Council.

Based upon the findings of the application and corresponding Variance Policy, City Staff recommends the City Council support V-98-21, the applicant's variance requests regarding minimum lot size, frontage, and side yard setback to validate existing conditions of the property.

Community Engagement:

Residents submitted a letter of opposition to both the pending and withdrawn variance applications citing the negative impacts of a newly constructed residential dwelling unit. A copy of the correspondence is included in the packet. The subject variance is limited to existing conditions and does not permit, by right, any new construction.

Strategic Goals:

Goal 3 - Promote a Safe and Vibrant Community

Legal Review Required?

N/A



Memo

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

From: Taylor Robey, City Planner

CC: Tracey Nicholson, City Administrator

Date: November 22, 2021

Re: Zoning Variance Request V-98-21 – 6213 43rd Avenue, Hyattsville

Attachments: Application for Variance (Appeal No. V-98-21)
City of Hyattsville Variance Policy

The purpose of this memorandum is to provide the Director of Community & Economic Development with a briefing on the Zoning Variance request V-98-21, for the subject property located at 6213 43rd Avenue, Hyattsville, Maryland, 20781.

Summary of Variance Conditions:

The applicant, Metropolitan Building and Development Corporation, has applied to the Prince George's County Board of Zoning Appeals for a zoning variance to validate three (3) existing conditions pertaining to minimum lot size, lot frontage, and side yard depth. Specific violations of the Zoning Ordinance and requested variance is outlined in the table below:

Residential Zone Use Table	Description	Variance Requested
Section 27-442. (b) Table I - Net Lot Area	Lots in R-55 Zone a minimum of 6,500 square feet in size.	Variance to validate existing lot size of 6,000 square feet.
Section 27-442. (d) Table III - Lot/Width Frontage	Requires minimum frontage of 65 feet.	Variance to reduce frontage requirement from 65 feet to 50 feet.
Section 27-442. (e) Table IV – Side Yards	Requires total of both side yards/minimum of either side yard of 17/8 feet.	Variance to reduce side yard requirement from 25 to 16 feet.

Property History:

The subject property includes an existing single-family detached residential structure and is zoned R-55 (One-Family Detached Residential) and is located in City Council Ward 1. The subject parcel is also located within the 2004 approved Gateway Arts District Traditional Residential Neighborhood (TRN) Character Area, per the Gateway Arts District Sector Plan, R-55 zoned properties in the TRN character area within the incorporated limits of the City of Hyattsville are exempt from the development standards and will abide by the requirements of the R-55 zone .

The applicant had originally submitted a companion variance (V-97-21) for the undeveloped adjacent property, 6211 43rd Avenue, with the intention of building a single-family dwelling. That variance application has been withdrawn.

The City's Variance Policy states that, "the City shall as a matter of policy provide letters of support for residents to document a "non-conforming lot" as part of the normal permitting process for projects complying with all other aspects of zoning regulations, unless the matter at hand is the certification of a non-conforming use on a non-conforming lot. The standard for the support of the certification of a non-conforming use on a non-conforming lot would revert to the instant aforementioned requirements for City support of a zoning variance. Per the Policy, the zoning variance for a non-conforming lot shall be placed on the Consent Item agenda for approval by the City Council.

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City of Hyattsville

Zoning Variance Policy Statement and Variance Process

The Mayor and Council adopted the following City of Hyattsville Policy and Process for Zoning Variance Requests: City of Hyattsville Zoning Variance Policy Statement:

The City of Hyattsville affirms the role of the Prince George's County Planning Board zoning authority and "the purposes, intent, standards and design criteria set forth in the Zoning Ordinance and appropriate County policies."

The City of Hyattsville affirms the current zoning policy within the City limits and as a matter of policy does not support zoning variances as a normal business practice.

The City's support of a zoning variance ordinarily be granted only after the Mayor and City Council acknowledge that the granting of a variance:

1. remedies a unique situation that zoning did not anticipate;
2. remedies that which creates a significant hardship on the property-owner that can be documented and clearly demonstrated;
3. will result in benefits to the residents and improve the quality of the environment of the City.

Citizens requesting such support shall submit:

1. current plat of site with all existing conditions;
2. photos of all existing site conditions;
3. scale plans and elevations of existing conditions and proposed changes;
4. narrative description of the proposed changes, specifics of the zoning variance requirements and an explanation of how the zoning variance request responds to:
 - a. a unique situation that zoning did not anticipate;
 - b. a significant hardship on the property owner;
 - c. benefits to the residents and improve the environment of the City

The City shall as a matter of policy provide letters of support for residents to document a "non-conforming lot" as part of the normal permitting process for projects complying with all other aspects of zoning regulations, unless the matter at hand is the certification of a non-conforming use on a non-conforming lot. The standard for the support of the certification of a non-conforming use on a non-conforming lot would revert to the instant aforementioned requirements for City support of a zoning variance.

The City will not support variance requests for additional lot coverage when the intention of the request is to add off-street parking on the lot, except in extraordinary circumstances.

City of Hyattsville Zoning Variance Process

Requests for zoning variances shall be processed by the Office of Code Enforcement and reviewed by the staff for technical issues. The Office of Code Enforcement shall determine if the request complies with all of the requirements of City of Hyattsville Zoning Variance Policy or to document a "non-conforming lot". The Supervisor shall then issue a report for the City Administrator citing one of the following "Actions":

- A. The request for the City's support of the zoning variance does not comply with City's policy, Do Not Recommend Approval
- B. The request for the City's support of the zoning variance does comply with City's policy, Recommend Approval - Zoning Variance
- C. The request for the City's support of the zoning variance does comply with City's policy for "non-conforming lots", Recommend Approval - Non Conforming Lot

The City Administrator shall review the Office of Code Enforcement Supervisor's Report and determine which of the following actions is applicable and execute accordingly:

- A. Do Not Recommend Approval - The City Administrator shall draft a letter detailing the City's opposition for the proposed request for a zoning variance for the Mayor's consideration and signature. The City letter opposing the proposed request for a zoning variance shall be placed on the Consent Items Agenda for approval by the City Council.
- B. Recommend Approval - Zoning Variance - The City Administrator shall forward the Office of Code Enforcement Supervisor's Report for the proposed request for a zoning variance to the (Planning Committee for review and comment along with any other City staff comments) the Mayor and City Council for action.
- C. Recommend Approval - Non Conforming Lot - The City Administrator shall draft a letter detailing the City's support for the proposed request for a zoning variance for a "non-conforming lot" to the Mayor for his review and signature. The City letter supporting the proposed request for a zoning variance shall be placed on the Consent Items Agenda for approval by the City Council.

Adopted by the Mayor and Council on February 13, 2006

Amended by the Mayor and Council on October 3, 2011

BOARD OF APPEALS
EXHIBIT SHEET
VARIANCES

APPLICATION NO. V-98-21 PETITIONER: Metropolitan Building and Development Corporation

No.	Description
1.	Application
2.	Statement of Justification
3.	Site Plan
4.	Elevation Plan
5.	Subdivision Plat
6.	Color Photos, A thru D
7.	Permit History
8.	SDAT Property Printout
9.	PGAtlas Printout
10.	Aerial Photos, A thru H
11.	Aerial Photos Neighboring Properties, A thru B
12.	Notice of Virtual Hearing, 10/5/2021
13.	Persons of Record List, 10/5/2021
14.	Notice of The Final Decision of Board of Appeals, Case # V-171-21, 2/9/2020
15.	The Maryland-National Capital Park and Planning Commission, 10/18/2021
16.	Certification of Posting, w/photos, 10/19/2021
17.	E-mail Request to postpone the Hearing, 10/20/2021
18.	Affidavit of Posting
19.	Notice of Rescheduled Virtual Hearing, 11/2/2021
20.	Persons of Record List, 11/2/2021



BOARD of APPEALS

Zoning and Administrative

County Administration Building, Room L-200
14741 Governor Oden Bowie Drive
Upper Marlboro, Maryland 20772
(301) 952-3220

(USE BLACK INK ONLY)

**PLEASE READ ALL INSTRUCTIONS
BEFORE FILLING OUT APPLICATION**

Received: 7/23/21

Received Stamp

HEARING DATE _____

APPLICATION FOR A VARIANCE

(If variance is being applied for due to receipt of a Violation Notice, a copy of the notice is required.)

For assistance in completing questions below, see corresponding paragraphs on *Instructions to Applicants*, which is designed to help you fill out this form.

Owner(s) of Property Metropolitan Building and Development Corp

(AS SHOWN ON DEED)

Address of Owner(s) 9006 Charred Oak Drive

City Bethesda State MD Zip Code 20817

Telephone Number (home) _____ (cell) 240-876-8907 (work) _____

E-mail address: jhawvermale@verizon.net

Location and Legal Description of the Property involved:

Street Address 6213 43rd Avenue

City Hyattsville

Lot(s) Pt of Lot 26 Block 2 Parcel _____

Subdivision Name West Riverdale

Professional Service:

► Engineer ► Contractor ► Architect: (if different from above): (circle one)

Name: _____

Phone Number: _____

Address: _____

Email Address: _____

Attorney representing applicant: (If applicable)

Name: Dan Lynch

Phone Number: 301-441-2420

Address: 6411 Ivy Lane, Suite 200
Greenbelt, MD 20770

Email Address: dlynch@mhlawyers.com

EXH. # 1
V-98-21

Association Name(s) & Address(es) (Homeowners/Citizens/Civic and/or Community):

Name: _____

Address: _____

Municipality (Incorporated City/Town)

Name Hyattsville

What will be or has been constructed on the property which has required a variance? There will be no
new construction. Variance being requested to validate existing conditions (single-family home).

Has a Violation Notice / Stop Work Order /Correction Notice been issued to the Property Owner regarding this property?

No x Yes _____ Date Issued: _____ Violation Notice No. # _____

Inspector's Name: _____

Do you need the services of a foreign language interpreter at your hearing? (\$30.00 fee required)

Yes _____ No x

Foreign Language: _____

John M. Hawvermale
Signature of Owner Attorney

John M. Hawvermale
Printed Name

IMPORTANT:

Failure to provide complete and accurate information on this application may delay or jeopardize consideration of the request. Applications on which all required information is not furnished will be returned for completion before processing.

Approval of a variance is not a guarantee that further review will not be necessary by other governmental authorities. For further information regarding Board of Zoning Appeals policies and procedures, see Sections 27-229 through 27-234 of the County Zoning Ordinance and/or the Board's website at <http://pgccouncil.us/>.

*****FOR OFFICE USE ONLY*****

Filing Fee Paid: \$ _____

CK/M.O. # _____

By: _____

Sign Posting Fee Paid: \$ _____

CK/M.O. # _____

By: _____

Translation Services: \$ _____

CK/M.O. # _____

By: _____

Re-advertisement: \$ _____

CK/M.O. # _____

By: _____

Property Zone:	
Overlay Zone:	
Previous Activity: I.e.: Variance, PB Action.	
Violation Notice #: Yes <input type="radio"/> No <input type="radio"/>	

Variance(s) required:

STATEMENT OF JUSTIFICATION

APPLICANT: Metropolitan Building and Development Corp.
9006 Charred Oak Drive
Bethesda, Maryland 20817

CORRESPONDENT: Daniel F. Lynch, Esq.
McNamee Hosea
6411 Ivy Lane, Suite 200
Greenbelt Maryland 20770
301 441 2420 (P)
301 982-9450 (F)
dlynch@mhlawyers.com E-mail

REQUEST: Variances from Section 27-442 (b), (d) and (e).

I. DESCRIPTION OF PROPERTY

1. Address –621 43rd Avenue, Hyattsville, MD 20781
2. Lot - 26
3. Total Area – 6,000 square feet
4. Tax Map –42/B3
5. Zoned – R-55
6. Incorporated Area – Hyattsville

II. NATURE OF REQUEST

EXH. # 2
V-98-21

The subject property is developed with a 2,048 square foot single-family home. The property is approximately 6,000 square feet in size, has 50 feet of frontage on 43rd Avenue and two side yards that are 6 feet wide and 10 feet wide. Section 27-442(b) of the Zoning Ordinance requires lots in the R-55 Zone to be a minimum 6,500 square feet in size. 27-442(d) requires 65 feet of frontage and 27-442(e) requires the side yards to total 25'. The applicant is requesting variance of 27-442 (b) to allow for development on a 6,000 square foot lot; a variance from 27-442 (d) to reduce the lot frontage from 65' to 50' and a variance from 27-442 (e) to reduce the sideyard requirement from 25' to 16'. The granting of these variances will validate these existing conditions on the

subject property.

III. APPLICANT'S PROPOSAL

The applicant is proposing construct a single-family home on the adjoining lot (Lot 25) and in order to do so, the applicant must validate the conditions on Lot 26. It should be noted that Lots 25 and 26 were legal lots when they were first created in 1904, but a portion of the Lots 25 and 26 were conveyed by deed to the owners of Lots 9 and 10. Since the conveyance of the property occurred prior to 1982, the conveyance and resulting division of the lots is considered legal, but that conveyance invalidated the approved subdivision for Lots 25 and 26 and the ability to rely on the grandfathering provisions of 27-442 relative to minimum lot area, lot frontage and sideyards. Therefore, the only means available to validate the conditions is to obtain variance s from this Board.

IV. VARIANCE

The criteria for the approval of a variance are set forth in Section 27-230(a) of the Zoning Ordinance which states:

- (1) A specific parcel of land has exceptional narrowness, shallowness, or shape, exceptional topographical conditions, or other extraordinary situations or conditions;

Comment: Although a portion of Lot 26 was conveyed to the owner of Lot 9, the property is still 6,000 square foot in size. The 6,000 square foot lot complies with the minimum requirements in place when the property was first subdivided in 1904. This is reflected not only in the Zoning Ordinance, but also by comparing this lot to other developed lots in the neighborhood. This property is comparable in size to each lot not only fronting on 43rd Avenue, but also along the adjacent streets in the neighborhood.

- (2) The strict application of this Subtitle will result in peculiar and unusual practical difficulties to, or exceptional or undue hardship upon, the owner of the property; and

Comment: As indicted, the applicant is the owner of Lots 25 and 26. The owner is requesting the variance to validate the existing conditions on Lot 26 in order to allow the development of Lot 25 with a single-family home. The denial of the variance would in turn prevent the owner from obtaining a building permit for Lot 25.

- (3) The variance will not substantially impair the intent, purpose, or integrity of the General Plan or Master Plan.

Comment: The requested variance would not substantially impair the intent, purpose or integrity

of the recommendation contained in the *2004 approved Sector Plan and Sectional Map Amendment for the Prince George's Gateway Arts District*. The subject property is located in the *Traditional Residential Neighborhood Character Area* set forth in that Plan and the Plan recommends reinforcing existing single-family detached residential neighborhoods as community-oriented, quiet, low-traffic, and child-safe. The granting of this variance and validating the existing conditions on this property will help maintain the residential character of this neighborhood and in turn, comply with the Sector Plan recommendation.

V. CONCLUSION

The applicant respectfully submits that all of the criteria for granting the requested variances has been met and requests that each variance be approved by this Board.

Respectfully submitted,

McNAMEE HOSEA

By:


Daniel F. Lynch

Existing House

6213 43rd Ave Hyattsville, MD

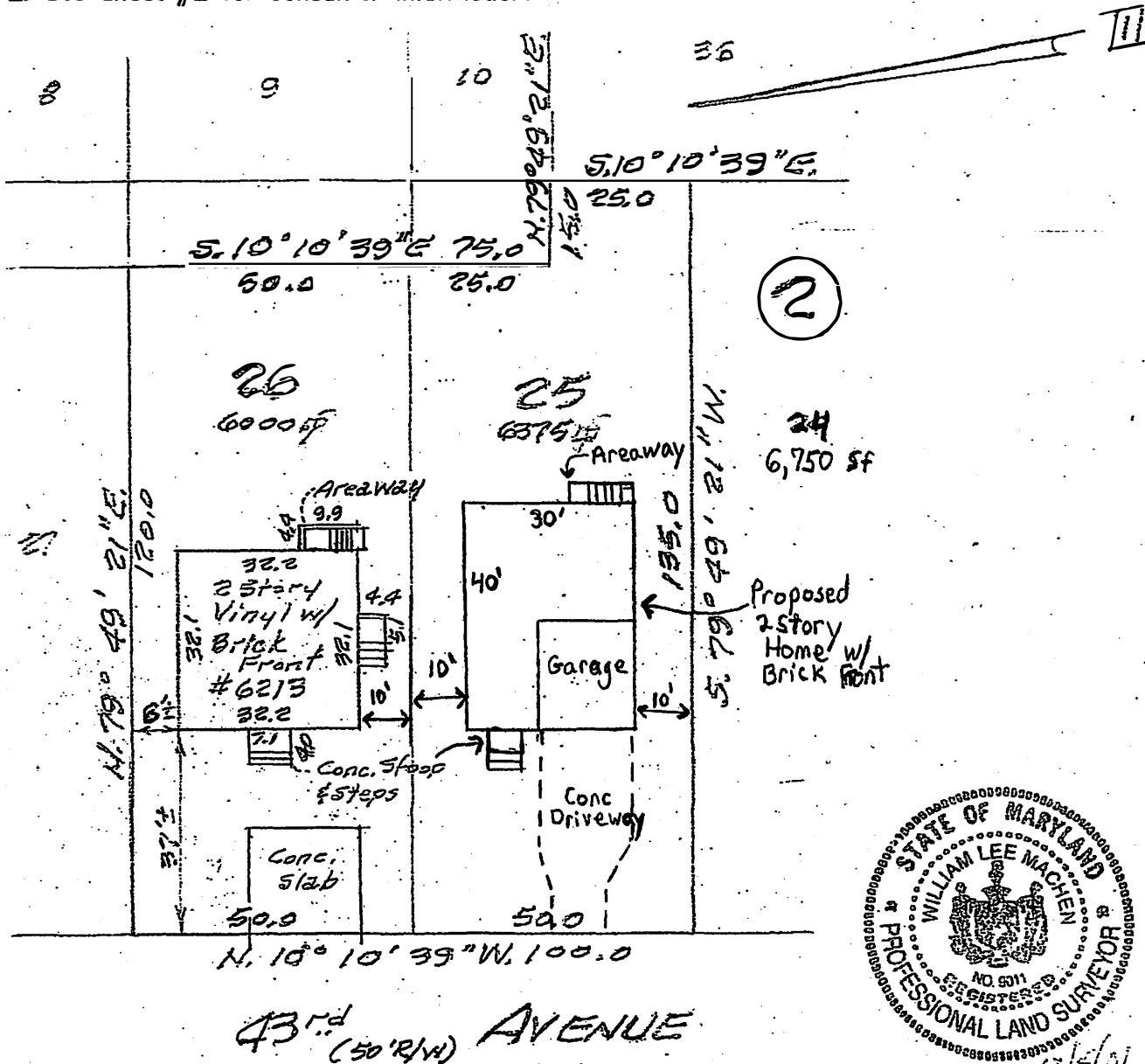


EXH. # **3**
V-98-21

Built in 2001 and still owned by John Hawvermale, dba,
Metropolitan Building & Development Corp

NOTES:

1. The \pm setback distance accuracy = 1'.
2. See Sheet #2 for consumer information.



43rd (50' R/W) AVENUE

EXH. # 4
V-98-21

HOUSE LOCATION
PART OF LOTS 25 & 26 BLOCK 2
WEST RIVERDALE
HYATTSVILLE DISTRICT
PRINCE GEORGE'S COUNTY, MD.

This is to certify that this lot is not within the 100 Year Flood Plain as shown on The FEMA Flood Hazard Map 24520800250 as revised 6-18-87.

CERTIFICATION

I HEREBY CERTIFY THAT THE POSITION OF ALL THE EXISTING IMPROVEMENTS ON THE ABOVE DESCRIBED PROPERTY HAS BEEN CAREFULLY ESTABLISHED BY A TRANSIT-TAPE SURVEY AND THAT UNLESS OTHERWISE SHOWN, THERE ARE NO ENCROACHMENTS.

WILLIAM L. MACHEN, PROFESSIONAL
LAND SURVEYOR, MARYLAND #9011

OFFICE OF

W. STANLEY MACHEN ASSOCIATES, INC.
REGISTERED LAND SURVEYOR

4328 FARRAGUT STREET HYATTSVILLE, MARYLAND 20781
PHONE: (301)864-5115 (301)927-8500 (301)927-9046 FAX

SCALE: 1" = 30'

PLAT REFERENCE:

BD51/31

DATE:

10-23-01

FILE NO.:

R-10236

MAP OF WEST RIVERDALE.

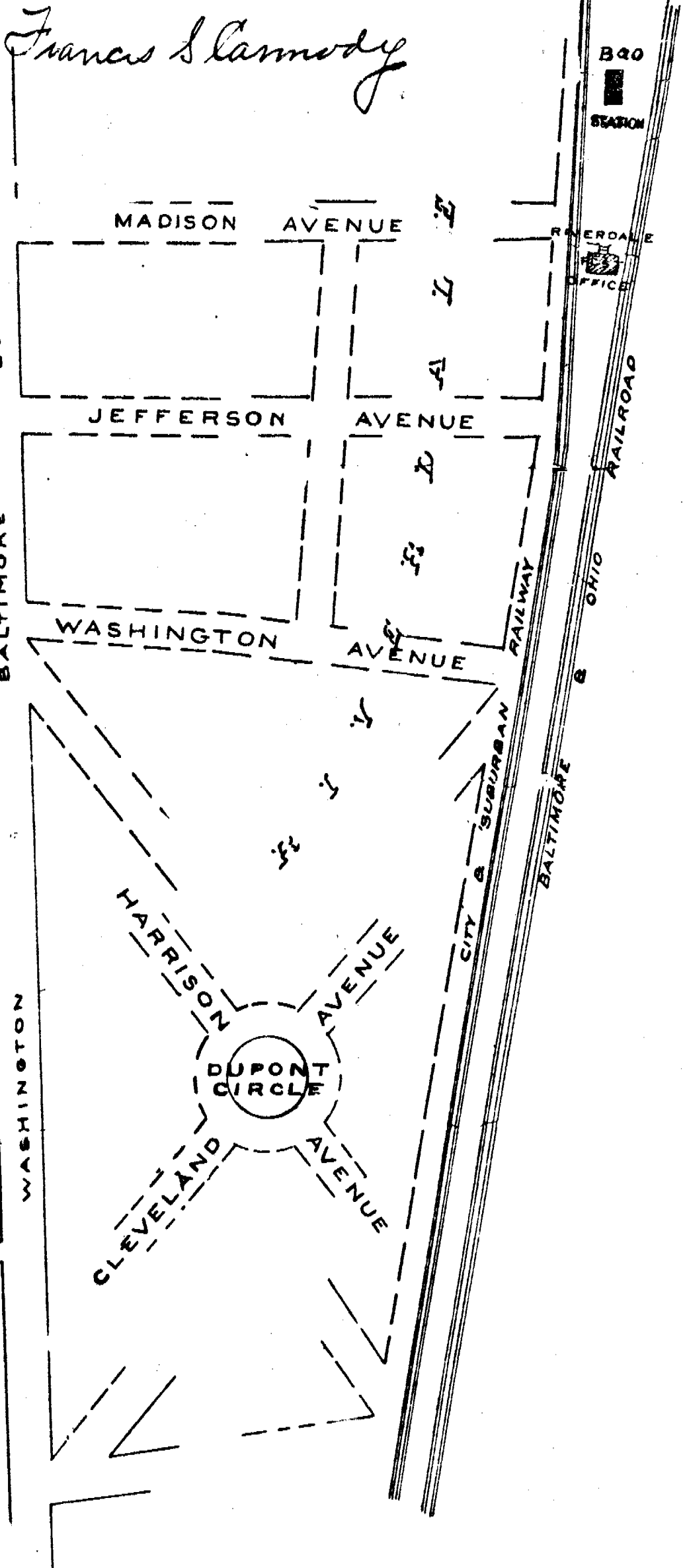
SUBDIVISION OF LOTS 5,10,11,12,13,14,15,&16,
ELLAVILLE
NORTH OF HYATTSVILLE,
MARYLAND.

This is to certify that this is a Subdivision of the above lots Nos. 13
14, 15 and 16 of "ELLAVILLE", purchased by me from George H. Calvert et
al., Trustees, by deed dated October 23rd, 1906, and recorded among the
Land Records of Prince George's County, Maryland.



Witnessed By
Mary C. Myers
J. B. Smith

Francis S. Carmody



EDWARD L. LATIMER,
SURVEYOR,
FOR PRINCE GEORGE'S COUNTY, MD.
RESIDENCE: HYATTSVILLE, MD.

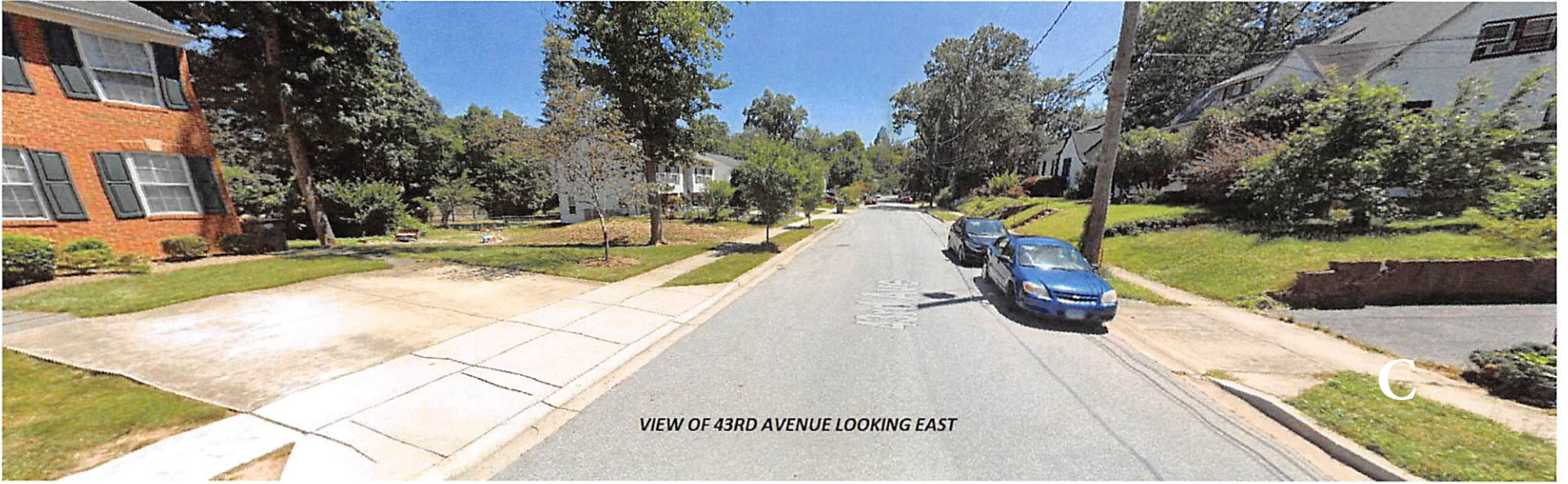
RED HATCHED AREA
ABANDONED SEE EQUITY D-3187

EXH. # 5
V-98-21

6213 43rd Avenue







VIEW OF 43RD AVENUE LOOKING EAST




43RD AVENUE LOOKING WEST

Permit History

Application Date	Permit Number	Permit Name	Permit Type	Work Description	Permit Mode	Issuance Date
4/4/1984 12:00:00 AM	1674-1984-0	84016740011	R (RESIDENTIAL)	DECK/SUN	CLOSED	4/9/1984 12:00:00 AM
3/17/1999 12:00:00 AM	1722-1999-0	99017220011	SGU - (New Single Family)	DWELLING/SINGLE FAMILY DETACH	EXPIRED	
5/23/2000 12:00:00 AM	1722-1999-1	99017220011	SGU - (New Single Family)	COMBINING LOT 25 & 26	CLOSED	6/19/2000 12:00:00 AM
8/21/2001 12:00:00 AM	23496-2001-0	RICHARD P JAMES	ER (ELECTRICAL RESIDENTIAL)	New Electrical Work	CLOSED	8/22/2001 12:00:00 AM
8/23/2001 12:00:00 AM	23705-2001-0	AAI METROPOLITAN PRINKLER	FIRW (FIRE WALK THRU)	sprinkler system	CLOSED	8/23/2001 12:00:00 AM
7/21/2021 12:00:00 AM	31390-2021-0	FABER WATERPROOF	DPIE R	Install 96ft of sub-floor pressure relief system. Install 1 Heavy duty submersible sump pump system. Install one (1) battery back-up. Install 8-9' of epoxy inject.	PERMITTED	9/2/2021 12:00:00 AM

EXH. # 7
V-98-21

Real Property Data Search (w3)

Guide to searching the database 

Search Result for PRINCE GEORGE'S COUNTY

[View Map](#)

[View GroundRent Redemption](#)

[View GroundRent Registration](#)

Special Tax Recapture: None

Account Identifier: District - 16 Account Number - 1802248

Owner Information

Owner Name:	METROPOLITAN BLDG& DEVELPMNT CORP	Use:	RESIDENTIAL
		Principal Residence:	NO
Mailing Address:	9006 CHARRED OAK DR BETHESDA MD 20817-	Deed Reference:	/13442/ 00510

Location & Structure Information

Premises Address:	6213 43RD AVE HYATTSVILLE 20781-0000	Legal Description:	W120FT LOT26(PT LOT25 EQ3000SF COMB O
-------------------	---	--------------------	---

Map:	Grid:	Parcel:	Neighborhood:	Subdivision:	Section:	Block:	Lot:	Assessment Year:	Plat No:	A-
0042	00B3	0000	16029200.17	9200		2		2022		0964
									Plat Ref:	

Town: HYATTSVILLE

Primary Structure Built	Above Grade Living Area	Finished Basement Area	Property Land Area	County Use
2001	2,048 SF	YES	6,000 SF	001

Stories	Basement	Type	Exterior	Quality	Full/Half Bath	Garage	Last Notice of Major Improvements
2	YES	STANDARD UNIT	FRAME/	3	2 full/ 1 half		2001

EXH. # 8

V-98-21

Value Information

	Base Value	Value	Phase-in Assessments	
		As of	As of	As of
		01/01/2019	07/01/2021	07/01/2022
Land:	125,200	125,200		
Improvements	363,000	363,000		
Total:	488,200	488,200	488,200	
Preferential Land:	0			

Transfer Information

Seller: METROPOLITAN BLDG AND DEV CORP	Date: 10/28/1999	Price: \$0
Type: NON-ARMS LENGTH OTHER	Deed1: /13442/ 00510	Deed2:
Seller: JACOBS,RICHARD M	Date: 09/02/1999	Price: \$40,000
Type: ARMS LENGTH VACANT	Deed1: /13331/ 00612	Deed2:
Seller: GRAY,JAMES A & ELLEN G	Date: 09/02/1998	Price: \$30,000
Type: ARMS LENGTH VACANT	Deed1: /12436/ 00552	Deed2:

Exemption Information

Partial Exempt Assessments:	Class	07/01/2021	07/01/2022
County:	000	0.00	
State:	000	0.00	
Municipal:	000	0.00	0.00

Special Tax Recapture: None

Homestead Application Information

Homestead Application Status: No Application

Homeowners' Tax Credit Application Information

Homeowners' Tax Credit Application Status: No Application Date:

- 1. This screen allows you to search the Real Property database and display property records.
- 2. Click [here](#) for a glossary of terms.
- 3. Deleted accounts can only be selected by Property Account Identifier.
- 4. The following pages are for information purpose only. The data is not to be used for legal reports or documents. While we have confidence in the accuracy of these records, the Department makes no warranties, expressed or implied, regarding the information.

Property

Tax Account: 1802248

Owner Name: METROPOLITAN BLDG& DEVELPMNT CORP

Premise Address: 6213 43rd Ave, Hyattsville, MD 20781

Parcel Details	Ownership Information	Administrative Details
Tax Account #: 1802248	Owner Name: METROPOLITAN BLDG& DEVELPMNT CORP	Tax Map Grid: 042B3
Assessment District: 16	Owner Address: 9006 Charred Oak Dr, Bethesda, MD 20817	WSSC Grid: 207NE04
Lot: Block: 2 Parcel: Description: W120FT LOT26(PT LOT25 EQ3000SF COMB O	Liber: 13442 Folio: 510	Tree Conservation Plan 1:
Plat: A16-0964	Transfer Date: 10/28/1999	Tree Conservation Plan 2:
Subdivision: WEST RIVERDALE	Current Assessment: \$480,400.00	Councilmanic District: 2
Acreage: 0.1380	Land Valuation: \$108,533.00	
	Improvement Valuation: \$371,867.00	
	Sale Price: \$0.00	
	Structure Area (Sq Ft): 2048	

Development District Overlay

Overlay Zone: D-D-0

Plan Name: GATEWAY ARTS DISTRICT SECTOR PLAN AND SMA

Resolution: CR-78-2004

Adoption Date: 11/30/2004

Acreage: 1907.699336

Historic District National Register (HAWP Not Required)

Name: Hyattsville Historic District

ID: 68-010-00

Legislative District

Legislative District: 22

Member 1: Paul G. Pinsky

Party 1: Democrat

Member 2: Anne Healey

Party 2: Democrat

Member 3: Alonzo T. Washington

Party 3: Democrat

Member 4: Nicole A. Williams

Party 4: Democrat

Councilmanic District (2014)

District: 2

Member: Deni Taveras

Political Party: Democrat

Telephone: 301-952-4436



Email: dltaveras@co.pg.md.us
 District: Null
 Member: Mel Franklin (At Large)
 Political Party: Democrat
 Telephone: 301-952-2638
 Email: mfranklin1@co.pg.md.us
 District: Null
 Member: Calvin S. Hawkins, II (At Large)
 Political Party: Democrat
 Telephone: 301-952-2195
 Email: at-largememberhawkins@co.pg.md.us

Tax Grid

Map Grid: 42-B2

WSSC Grid

Grid: 207NE04

Watershed (DOE)

Name: LOWER NORTHEAST BR (ANA)

Watershed - 12 digit (DNR)

MDE 6 Digit Code: 021402
 MDE 6 Digit Name: WASHINGTON METROPOLITAN
 MDE 8 Digit Code: 02140205
 MDE 8 Digit Name: Anacostia River
 Watershed Code: 0822
 DNR 12 Digit Designator: 021402050822
 Tributary Strategy Watershed: MIDDLE POTOMAC
 NRCS HUA14 Digit Code: 02070010030135
 NRCS HUA11 Digit Code: 02070010030
 NRCS HUA8 Digit Code: 02070010
 Acreage: 14246.749023

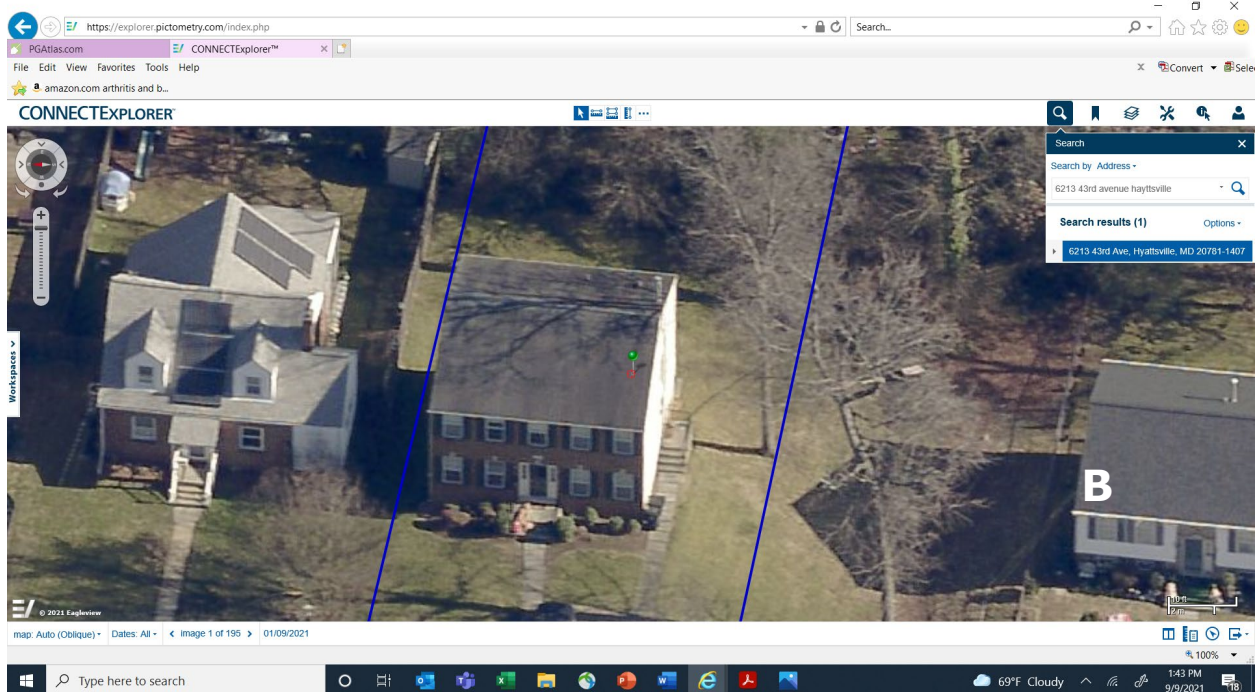
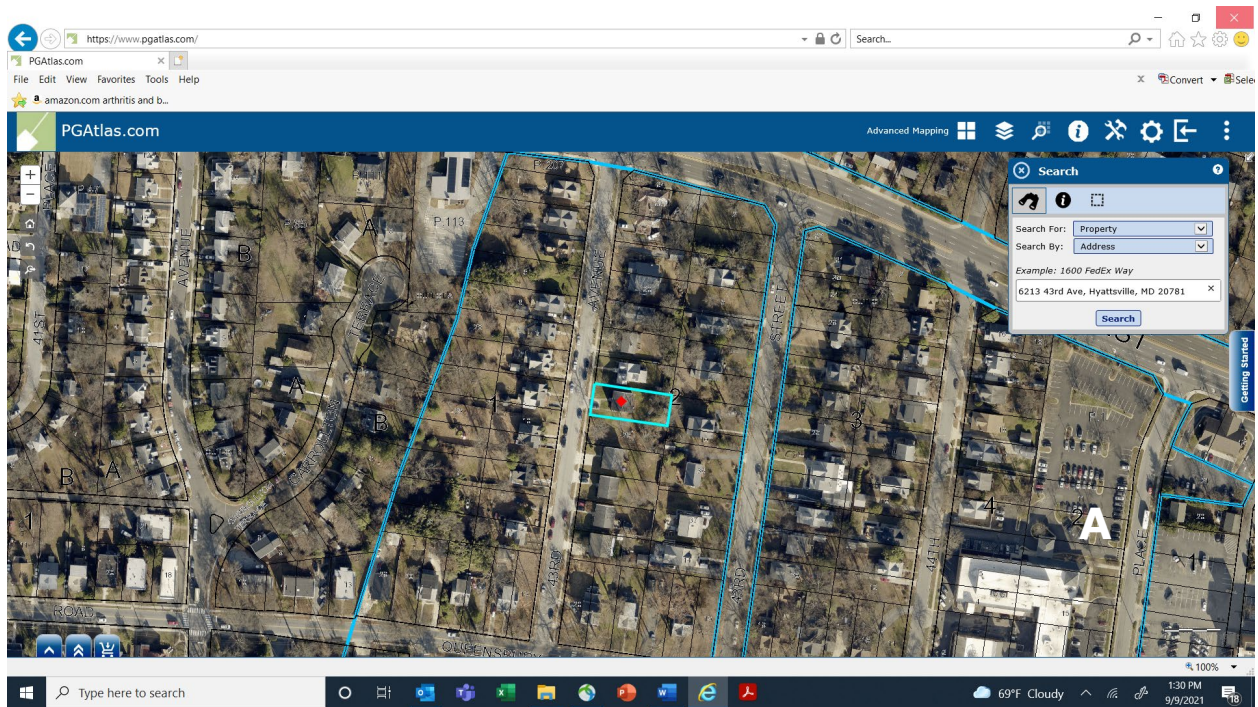
Zip Code

Zip Code: 20781
 City: Hyattsville
 Alternate Names: N/A

Zoning

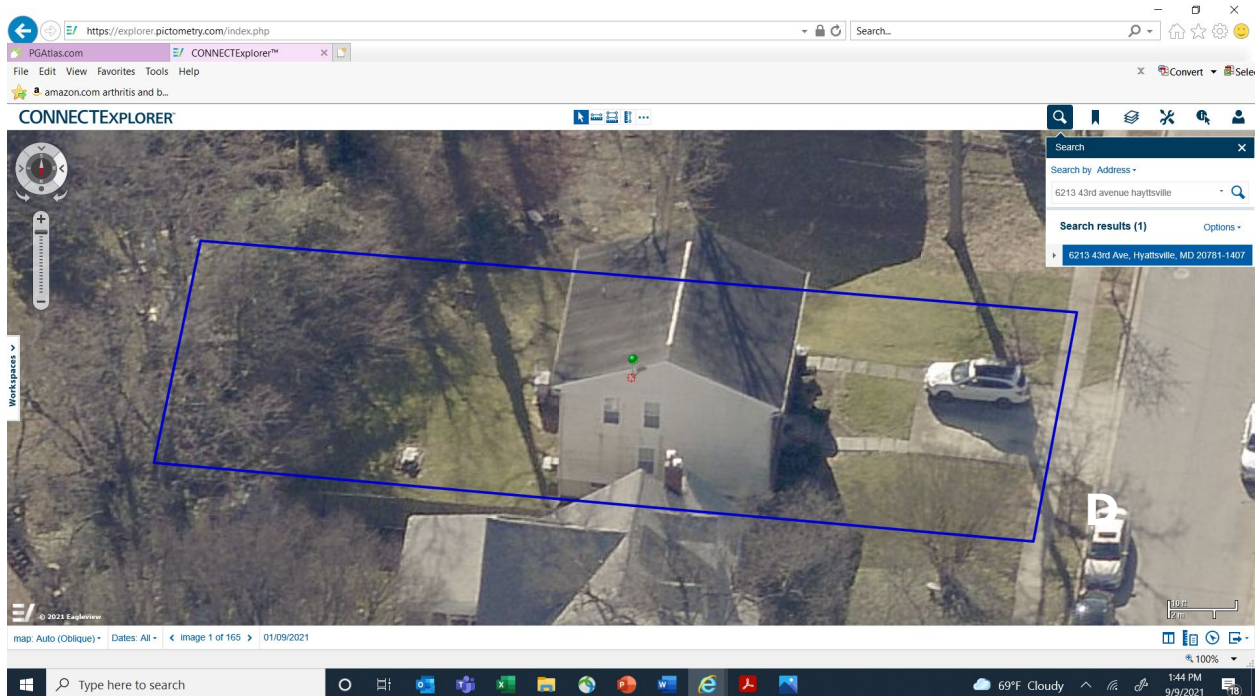
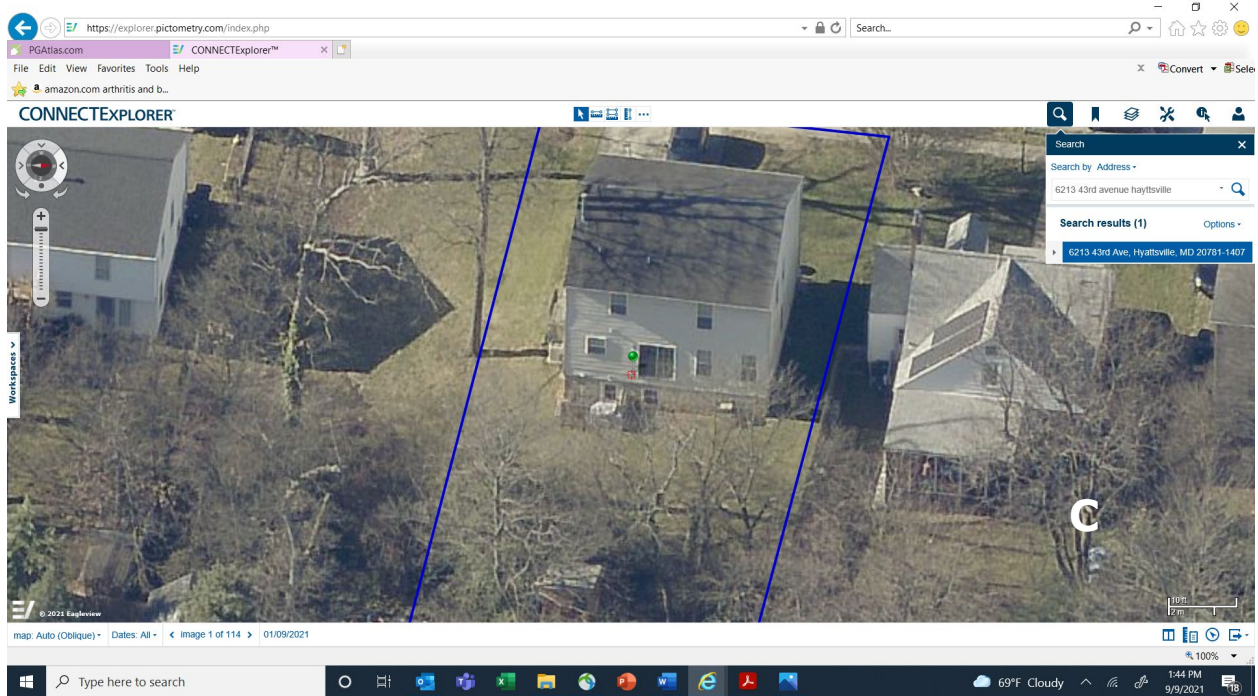
Zone Type: Residential
 Class: R-55 (One-Family Detached Residential)

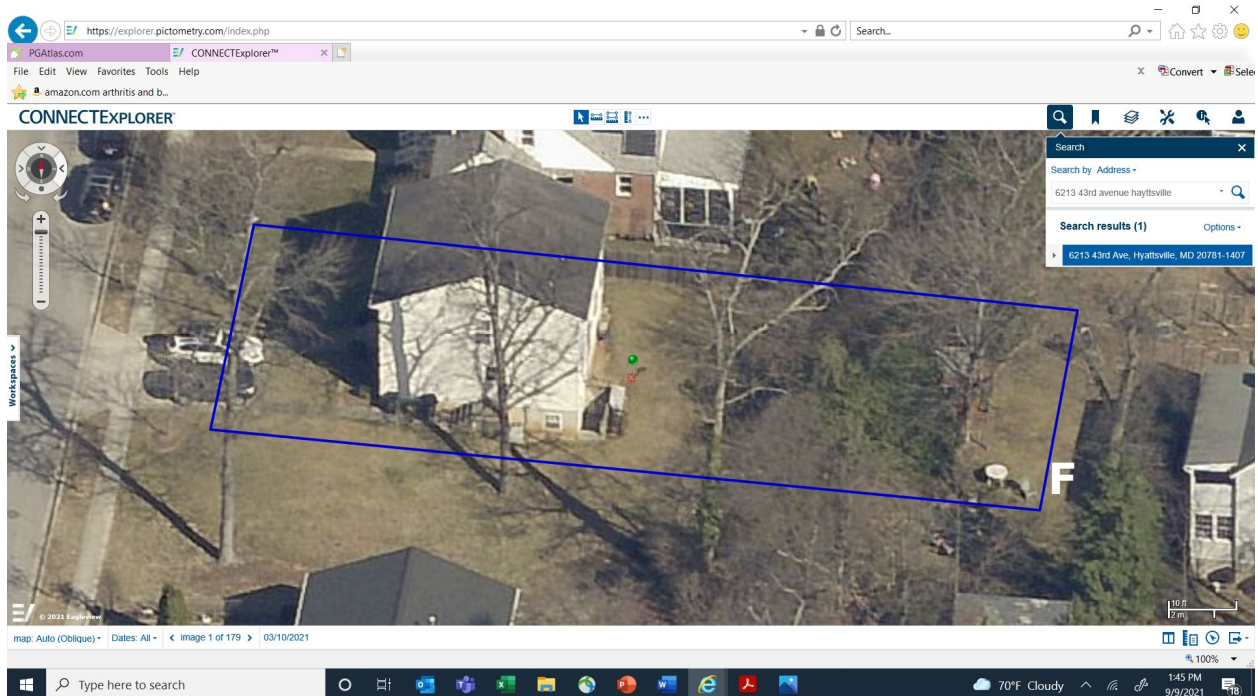
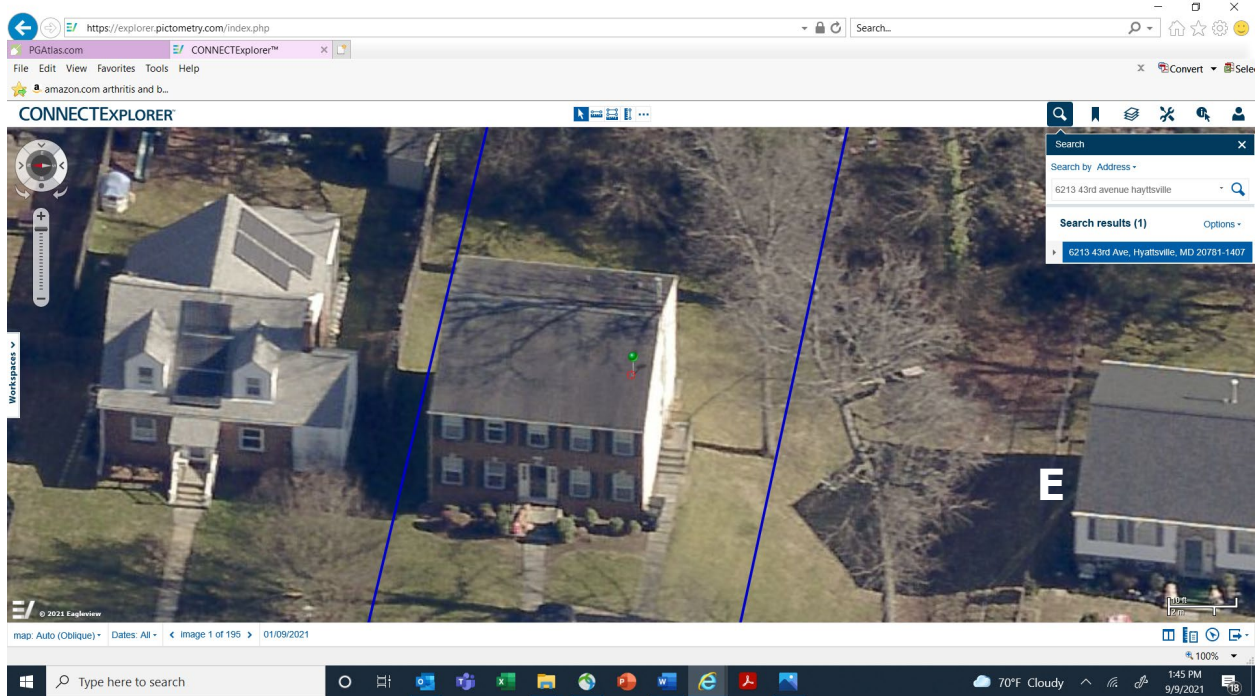
V-98-21

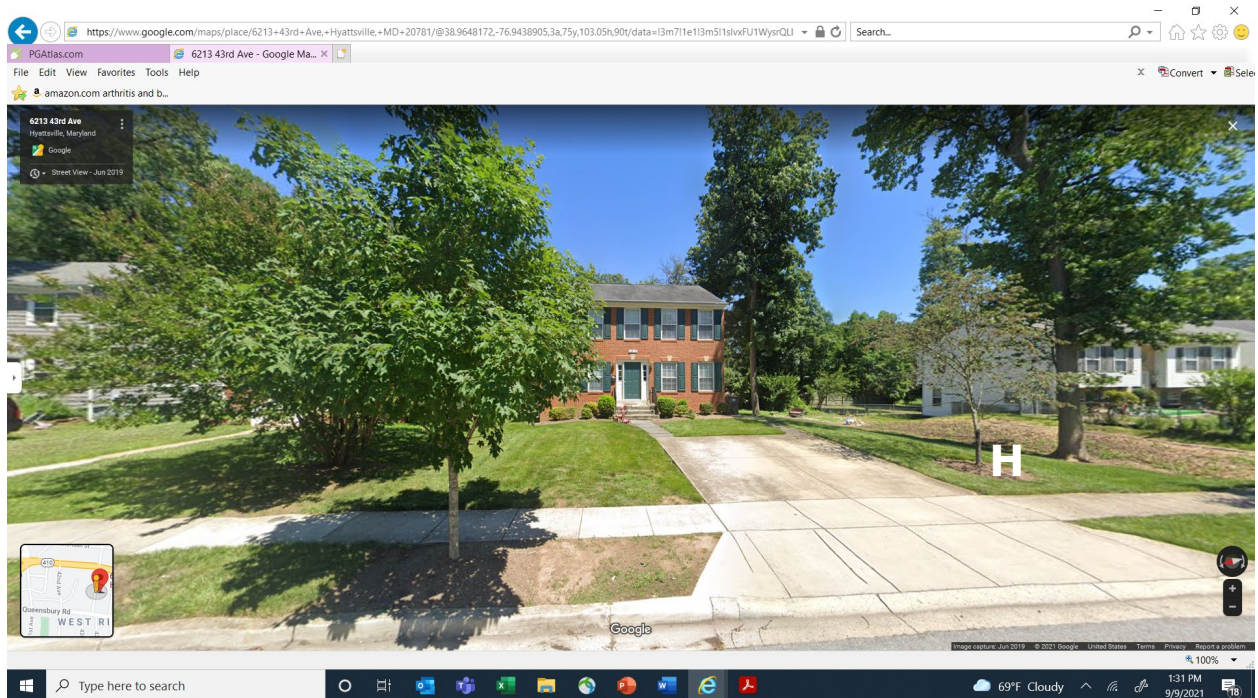
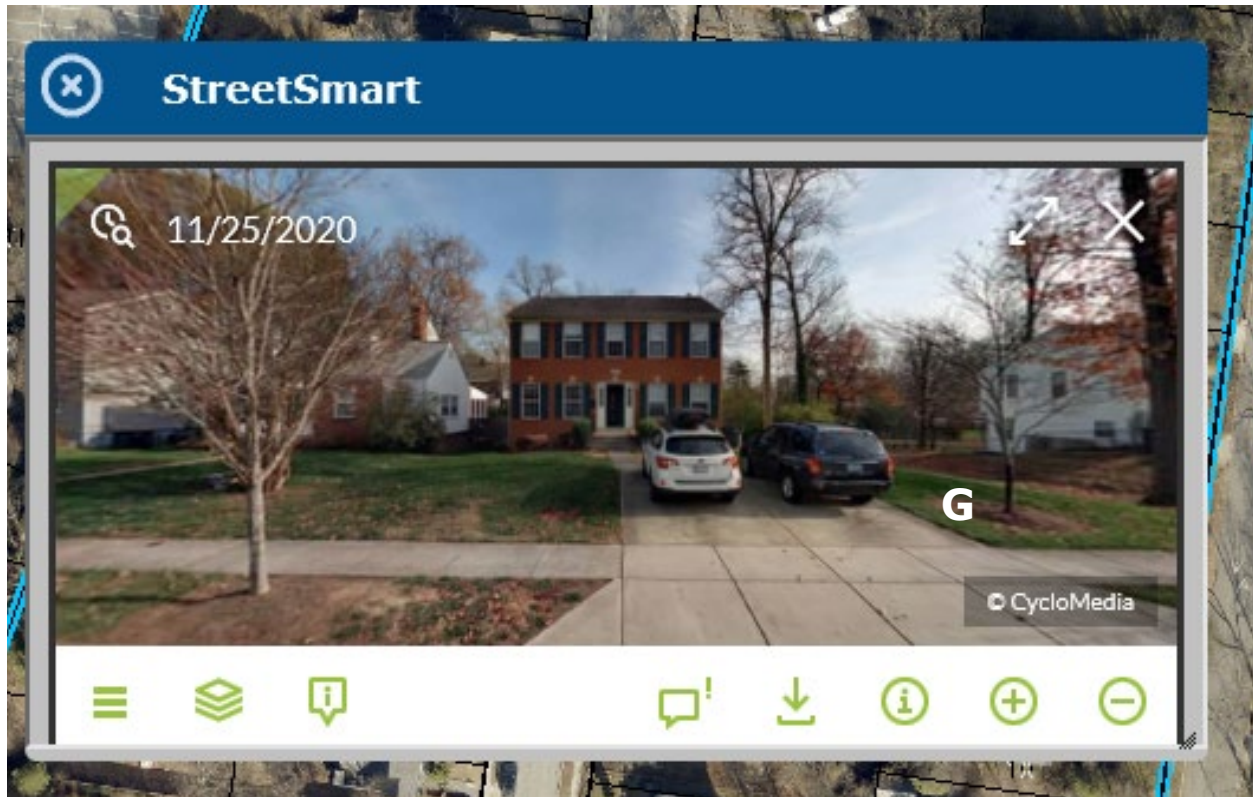


EXH. # **10(A-H)**
V-98-21

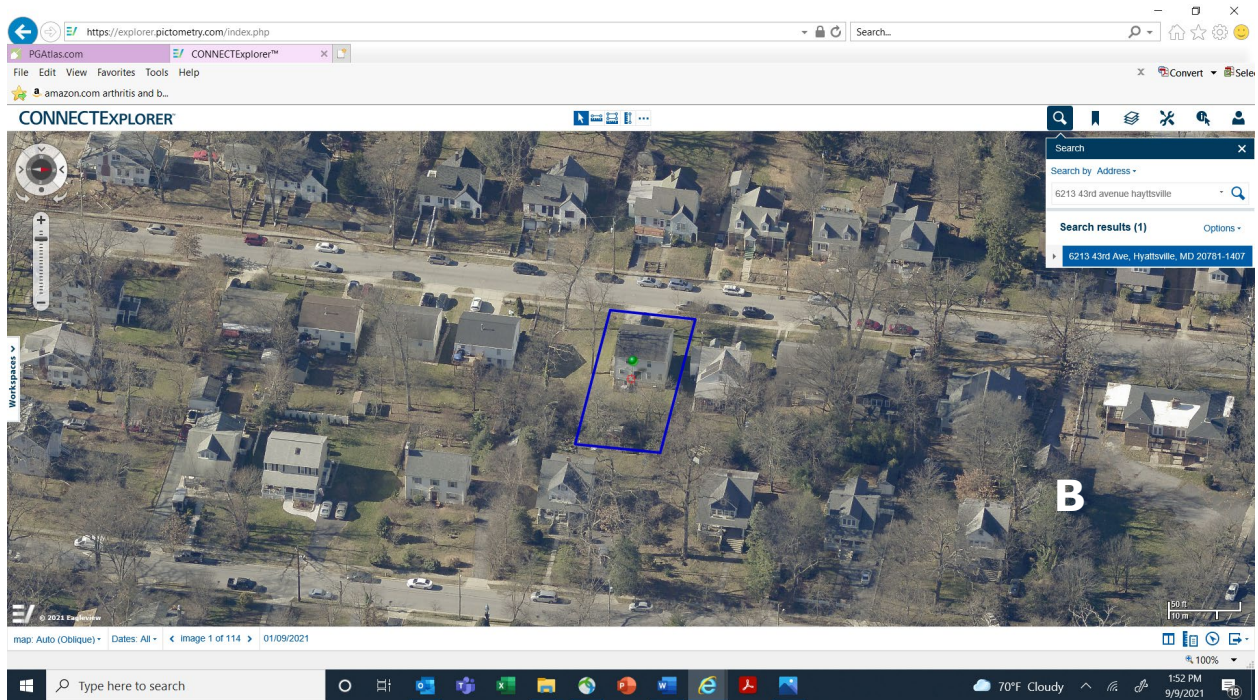
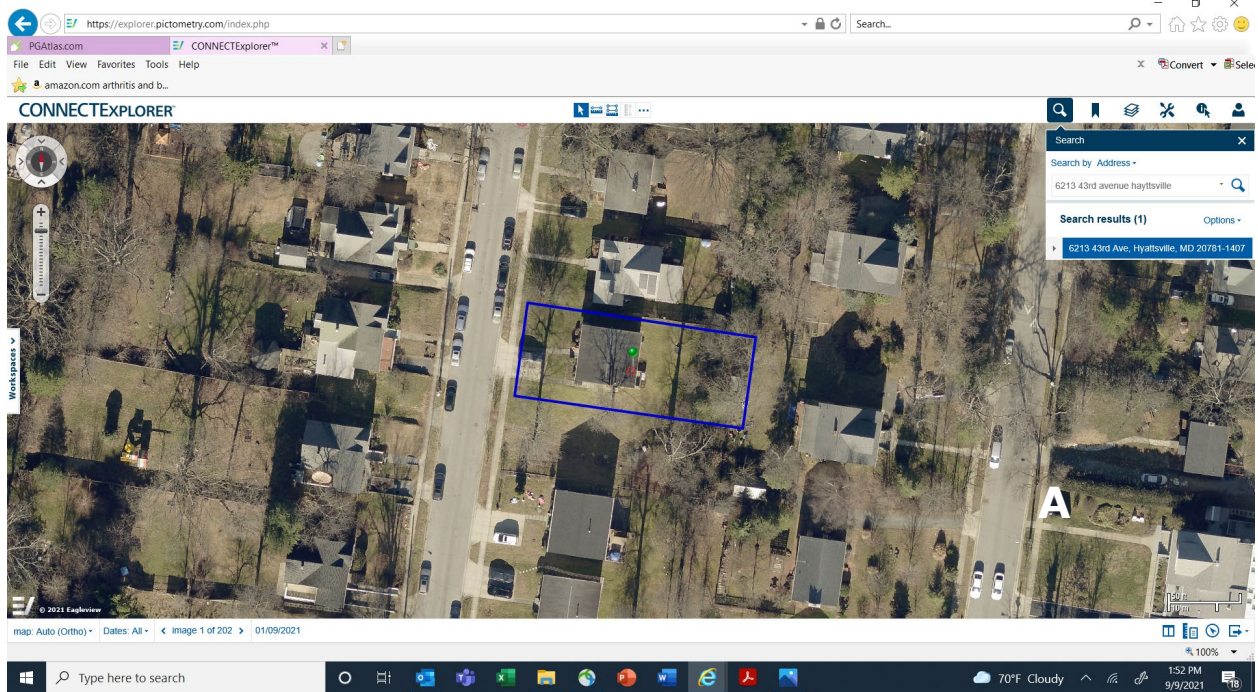
V-98-21



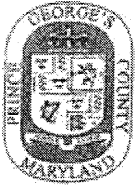




V-98-21 Neighboring Properties



EXH. # **11(A-B)**
V-98-21



THE PRINCE GEORGE'S COUNTY GOVERNMENT

BOARD OF ZONING APPEALS

BOARD OF ADMINISTRATIVE APPEALS

COUNTY ADMINISTRATION BUILDING, UPPER MARLBORO, MARYLAND 20772
TELEPHONE (301) 952-3220

NOTICE OF VIRTUAL HEARING

Date: October 5, 2021

Petitioner: Metropolitan Building and Development Corporation

Appeal No.: V-98-21

Hearing Date: WEDNESDAY, OCTOBER 20, 2021, AT 6:00 P.M. **EVENING**

Place: Virtual Hearing

Appeal has been made to this Board for permission to validate existing conditions: Net lot area, front building line width, side yard width and a waiver of parking location on R-55 Zoned (One-Family Detached Residential) property known as Lot 26, Block 2, West Riverdale Subdivision, being 6213 43rd Avenue, Hyattsville, Prince George's County, Maryland, contrary to the requirements of the Zoning Ordinance.


The specific violation resides in the fact that Zoning Section 27-442(b)(Table I) prescribes that each lot shall have a minimum net lot area of 6,500 square feet. Section 27-442(e)(Table IV) prescribes that each lot shall have a side yard at least 8 feet in width. Section 27-442(d)(Table III) prescribes that each lot shall have a minimum width of 65 feet measured along the front building line. Section 27-120.01(c) prescribes that no parking space, parking area, or parking structure other than a driveway no wider than its associated garage, carport, or other parking structure may be built in the front yard of a dwelling in the area between the front street line and the sides of the dwelling. Variances of 500 square feet net lot area, 15 feet front building line width, 3 feet side yard width and a waiver of the parking area location requirement are requested.

Virtual hearing on this Appeal is set for the time and place stated above. **Petitioner, or counsel representing Petitioner, should be present at the hearing. A Petitioner which is a corporation, limited liability company, or other business entity MUST be represented by counsel, licensed to practice in the State of Maryland, at any hearing before the Board. Any non-attorney representative present at the hearing on behalf of the Petitioner (or any other person or entity) shall not be permitted to advocate.**

Adjoining property owners, who are owners of premises either contiguous to or opposite the property involved, are notified of this hearing in order that they may express their views if they so desire. However, their presence is not required unless they have testimony to offer the Board. In order to give verbal testimony during the virtual hearing, you must register with the Board of Appeals at least 5 days prior to the virtual hearing. Please call 301-952-3220 to register. No additional speakers will be allowed to give testimony unless registered with the Board. Please also visit the Board of Appeals website for Virtual Hearing Instructions and procedures at <http://pgccouncil.us/BOA>

If inclement weather exists on hearing date, please contact the office to ascertain if hearing is still scheduled.

BOARD OF ZONING APPEALS

By: 
Barbara J. Stone
Administrator

cc: Petitioner
Adjoining Property Owners
Park and Planning Commission
City of Hyattsville
Dan Lynch, Attorney

EXH. # **12**
V-98-21

V-98-21
METROPOLITAN BUILDING AND
DEVELOPMENT CORPORATION
9006 CHARRED OAK DRIVE
BETHESDA MD 20817

V-98-21
MARY DURKIN
6210 43RD AVENUE
HYATTSVILLE MD 20781

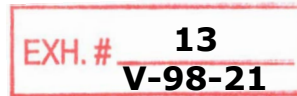
CITY OF HYATTSVILLE
ECONOMIC REVIEW
4310 GALLATIN STREET
HYATTSVILLE MD 20781

V-98-21
DAN LYNCH
6411 IVY LANE SUITE 200
GREENBELT MD 20770

V-98-21
NIAMBI MACK
KEVIN MACK
6215 43RD AVENUE
HYATTSVILLE MD 20781

V-98-21
JOSEPH & ROSANNA WEAVER
6208 43RD AVENUE
HYATTSVILLE MD 20781

V-98-21
CURTIS & CAROL RAMSEY-LUCAS
6208 43RD STREET
HYATTSVILLE MD 20781





THE PRINCE GEORGE'S COUNTY GOVERNMENT

BOARD OF ZONING APPEALS

BOARD OF ADMINISTRATIVE APPEALS

COUNTY ADMINISTRATION BUILDING, UPPER MARLBORO, MARYLAND 20772

TELEPHONE (301) 952-3220

NOTICE OF FINAL DECISION

OF BOARD OF APPEALS

RE: Case No. V-171-99 Metropolitan Building & Development Corp. et al.

Enclosed herewith is a copy of the Board Order setting forth the action taken by the Board of Appeals in your case on the following date: February 9, 2000.

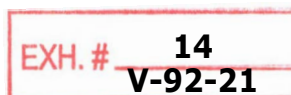
CERTIFICATE OF SERVICE

This is to certify that on February 18, 2000, the above notice and attached Board Order were mailed, postage prepaid, to all persons of record.

A handwritten signature in cursive script, reading "Anne F. Carter", is written over a horizontal line.

Anne F. Carter
Administrator

cc: Chief, Licenses & Permits Office
M-NCPPC, Permit Review Section - Susan Shields
City of Hyattsville



BEFORE THE BOARD OF APPEALS FOR PRINCE GEORGE'S COUNTY, MARYLAND
Sitting as the Board of Zoning Appeals

Petitioner: Metropolitan Building & Development Corp. et al.

Appeal No.: V-171-99

Heard: January 12, 2000; Decided: February 9, 2000

Board Members Present and Voting: Albert C. Scott, Chairman
Raymond Krasnick, Vice Chairman
Christine Jowers, Member

ORDER OF THE BOARD

This appeal was brought to the Board of Appeals, sitting as the Board of Zoning Appeals for the Maryland-Washington Regional District in Prince George's County, Maryland, requesting a variance from the strict application of the Zoning Ordinance for the Maryland-Washington Regional District in Prince George's County, Maryland, said land being within the Maryland-Washington Regional District and the Board having jurisdiction.

It was explained to the Board that variances were requested in order to construct a new single-family dwelling. Section 27-442(b)(Table I) of the Zoning Ordinance prescribes that each lot shall have a minimum net lot area of 6,500 square feet. Section 27-442(d)(Table III) prescribes that each lot shall have a minimum width of 65 feet measured along the front building line. Section 27-442(e)(Table IV) prescribes that each lot shall have two side yards with a combined total width of 17 feet with neither side yard being less than 8 feet in width. Variances of 500 square feet net lot area, 15 feet front building line width, 1 foot side yard width for one side yard and 3 feet side yard width for the other side yard were requested.

The following testimony and evidence were presented to the Board for its consideration:

1. The property was resubdivided in 1955, contains 6,000 square feet, is zoned R-55 and is planned to be improved with a single-family dwelling.
2. Due to the property being resubdivided in 1955, this lot is no longer a record lot and does not contain the area required for development by the current regulations for the R-55 Zone contained in the Zoning Ordinance. A variance of 500 square feet net lot area is needed.
3. The property also does not contain the required width at the front building line. A variance of 15 feet front building line width is needed.
4. The proposed dwelling will be 7 feet from each side property line. Because a lot must have two side yards with a combined total width of 17 feet with neither side yard being less than 8 feet in width, variances of 1 foot side yard width for one side yard and 3 feet side yard width for the other side yard are needed.
5. Petitioner explained that it would be a hardship if the property could not be developed as requested because both the subject property, Part of Lot 26, and the adjoining lot requiring variances, Part of Lot 25, conform to the size of other developed lots in the vicinity, and that basically identical lots on either side have been developed. One of those lots is 50 feet wide and 135 feet long; the other lot is 50 feet wide and 120 feet long. Since Lots 25 and 26 were recorded around 1904 as 50' x 135' record lots, deed divisions have resulted in lots slightly smaller than the record lots, but identical in

width and just missing a small area at the rear of each lot. In the same block of 43rd Avenue, Lot 21, which contains only 4,496 square feet, was developed in 1965 after obtaining a variance. Lots 22, 23 and 24 were each developed in the last year; those lots are 50' x 135' and contain 6,750 square feet each. Lots 25, 26, 27 and 28 became slightly smaller when 15 feet at the rear of the lots was transferred by deed in the 1950's. Lots 26, 27 and 28 each contain 6,000 square feet. Lot 27 is identical to Lot 26, one of the undeveloped lots requiring variances, and it was developed in the 1930's with a house with 7-foot sideyards, exactly what Petitioner proposes. Petitioner only wants his lot treated the same as other lots in the neighborhood. Petitioner was aware at time of purchase that the original record lot was missing the 15 feet at the rear; but he was also aware that the two lots to the north were also missing the 15 feet. The subject lot is proposed to be developed by the same builder as Lots 22 thru 24.

6. Petitioner explained that the County Executive and Governor encourage development of in-fill lots inside the Beltway and that is what Petitioner proposes to do.

7. Petitioner submitted letters from five neighbors, one of whom owns property adjoining the subject property and another owning property adjoining the lot next door requiring variances. These neighbors stated that they have no objection to two homes being built on the two vacant lots. They expressed the opinion that the lots are of similar size to theirs and that the houses will be similarly or higher priced. The owner of property adjoining Part of Lot 26 on the north side (Lot 27) testified in support of Petitioner's request. He is aware of the relative size of his lot and Petitioner's and has no problem with Petitioner developing the subject lot.

8. The contract purchaser of Part of Lot 26 testified in support of the request. She has lived in the community for over 45 years and her family lives in the community. She has saved for 12 years to buy a house in this community to stay close to her family and help her parents. As a single, working homeowner, she would not be interested in maintaining a large lawn, and a small lot suits her needs. The proposed house is affordable and convenient, and the mixed character of the neighborhood appeals to her. Even though there are a lot of older houses in the neighborhood, the newer houses constructed by Petitioner blend nicely into the neighborhood and enhance the block. A new house is advantageous since she will not have to deal with old plumbing or renovation costs.

9. There were several neighbors who voiced objection to the request. One neighbor stated that the owner of Lot 27 probably has no objection because he does not live on the property and he is the one who sold Petitioner the subject property. Objecting neighbors expressed concern over the following: Parking has become a problem for everyone in the neighborhood because of the crowding. The houses across the street from the subject property have wider frontages (70-80 feet) and the lots are substantially larger. Property values of existing houses will be adversely affected. In relation to the average price of a building lot in the area, it will not be any great hardship if a house is built on two lots instead of one. One cannot characterize the neighborhood by highlighting the existence of only the smallest lots, but the neighborhood as a whole. Having a string of six split foyers in a row will detract from the nice blend of house styles in the neighborhood. If the contract purchaser can afford to build a house on this block, which contains some of the most expensive houses in Hyattsville, she could buy a house anywhere in Hyattsville.

10. The City of Hyattsville did not comment on the request.

APPLICABLE CODE SECTION AND AUTHORITY


Section 27-230 of the Zoning Ordinance authorizes the Board to grant variances when, by reason of exceptional narrowness, shallowness, shape, topography, or other extraordinary situation or condition of specific parcels of property, the strict application of which would result in peculiar and unusual practical difficulties or an exceptional or undue hardship upon the owner of the property, provided such relief can be granted without substantial impairment of the intent, purpose and integrity of the General Plan or Master Plan.

After hearing all the testimony and reviewing the evidence presented, the Board finds that:

1. The subject property is a vacant lot which does not meet the current regulations with regard to net lot area; a minimum of 6,500 square feet, or front building line width, a minimum of 65 feet. In addition, the structure proposed to be constructed on the lot would not meet the side yard width requirements.
2. The subject property is no longer a record lot, since it was resubdivided in 1955, and cannot be developed without obtaining variances.
3. The 50-foot-wide lots to the north of the subject property were developed prior to the adoption of zoning regulations in the area.
4. Petitioner was aware of the fact that the lot was not a record lot at the time of purchase; any financial hardship claimed is therefore self-imposed.
5. Approval of the request would adversely affect the character of the neighborhood. Although there are several small lots in the neighborhood, the houses to the north were built many years ago and the lots across the street are substantially larger. Development of the subject property and the adjoining vacant lot with two houses would be inconsistent with the intent of the Zoning Ordinance.

THE BOARD THEREFORE RESOLVED, unanimously, that variances of 500 square feet net lot area, 15 feet front building line width, 1 foot side yard width for one side yard and 3 feet side yard width for the other side yard in order to construct a new single-family dwelling on the property located at Part of Lot 26, Block 2, West Riverdale Subdivision, being in the 6200 Block of 43rd Avenue, Hyattsville, Prince George's County, Maryland, are hereby DENIED.

BOARD OF ZONING APPEALS

By: 
Albert C. Scott, Chairman

NOTICE

Within thirty (30) days from the date of this decision, any person, firm, corporation, or governmental agency who was a party to the Board's proceedings and is aggrieved by its decision may file an appeal to the Circuit Court of Prince George's County.

MEMORANDUM

October 18, 2021

TO: Barbara Stone, Administrator
Board of Appeals

VIA: Howard Berger, Supervisor *HSB*
Historic Preservation Section

FROM: Ashley Hall, Principal Planning Technician *ASH*
Historic Preservation Section

SUBJECT: October 20, 2021 Board of Appeals Agenda

I have reviewed this agenda for impacts on identified Historic Sites and Historic Resources, and would like to provide the following comments:

Case	Comment
V-87-21 Alexander Iglesias Argueta 5403 Odell Road, Beltsville	Within 250 feet of Walnut Grange (PG:62-013). No effect on Historic Sites, Historic Resources, or Historic Districts.
V-109-21 Armando Hernandez Reyes 6913 Foster Street, District Heights	No effect on Historic Sites, Historic Resources, or Historic Districts.
V-92-21 Jeffrey I. Way 6701 Duluth Street, Hyattsville	No effect on Historic Sites, Historic Resources, or Historic Districts.
V-97-21 Metropolitan Building and Development Corp. 6211 43 rd Avenue, Hyattsville	Within Hyattsville Historic District (PG:68-010-00). Within 1,000 feet of Paxton House (PG:68-076). No effect on Historic Sites, Historic Resources, or Historic Districts.
V-98-21 Metropolitan Building and Development Corp. 6213 43 rd Avenue, Hyattsville	Within Hyattsville Historic District (PG:68-010-00). Within 1,000 feet of Paxton House (PG:68-076). No effect on Historic Sites, Historic Resources, or Historic Districts.
V-101-21 Leslie and James Morris, Jr. 6003 Hunt Weber Drive, Clinton	No effect on Historic Sites, Historic Resources, or Historic Districts.
V-108-21 James Scott and Jane Johnson-Scott 10410 Tottenham Road, Cheltenham	No effect on Historic Sites, Historic Resources, or Historic Districts.
V-110-21 Donald and Sharon Harris 3402 Castleleigh Road, Beltsville	No effect on Historic Sites, Historic Resources, or Historic Districts.

EXH. # **15**
V-98-21

This document must be e-mailed or mailed to the Board of Appeals with photo of posted sign.

BOARD OF APPEALS – POSTING

Petitioner(s): Metropolitan Building and Development Corp

Appeal No.: V-98-21

THE SIGN(S) MUST BE POSTED ON THE PROPERTY FOR A PERIOD OF AT LEAST 15 DAYS PRIOR TO THE PUBLIC HEARING BEFORE THE BOARD OF APPEALS. PERSON WHO POSTS SIGN(S) MUST COMPLETE CERTIFICATION OF POSTING. CERTIFICATION OF POSTING FORM MUST BE FILED, TOGETHER WITH PHOTOGRAPH(S) OF SIGN(S), WITH THE BOARD OF APPEALS **NO LATER THAN FIVE (5) BUSINESS DAYS AFTER THE FIRST DAY OF THE REQUIRED 15-DAY POSTING PERIOD, NOTED BELOW.**

POSTING PERIOD: 10/5/21 thru 10/20/21

RETURN CERTIFICATION OF POSTING, WITH PHOTOGRAPH(S),
BY NO LATER THAN: 10/12/21

CERTIFICATION OF POSTING

PETITIONER'S REQUEST IN THIS APPEAL WAS POSTED ON THE SUBJECT PROPERTY IN ACCORDANCE WITH SECTION 27-125.03(a) OF THE PRINCE GEORGE'S COUNTY ZONING ORDINANCE ON (Date) October 05, 2021 BY (Name) John M. Hawvermak, (Address) 6211 43rd Avenue Hyattsville, MD. 20781. PHOTOGRAPH(S) OF THE SIGN(S) AS POSTED IS/ARE ATTACHED.

John M. Hawvermak

Signature of Person Who Posted Sign(s)

John M. Hawvermak

Printed Name

PLEASE ATTACH PHOTOGRAPH(S) OF SIGN(S)

Affidavit & photos can be e-mailed or mailed to:

Board of Appeals

Boardofappeals@co.pg.md.us

County Administration Building, Room L200

14741 Governor Oden Bowie Drive

Upper Marlboro, MD 20772

(301) 952-3220

EXH. # 16
V-98-21

HEARING
301-952-3220
6:00 p.m.



BOARD OF APPEALS
HEARING
FOR INFORMATION
301-952-3220
APPEAL#
V-98-21
DATE: 10-20-21 TIME: 6:00 p.m.
COUNTY ADMINISTRATION BUILDING
UPPER MARLBORO, MD
www.princegeorgescountymd.gov

From: Bryan C. Spell <bspell@mhlawyers.com>
Sent: Wednesday, October 20, 2021 9:37 AM
To: Stone, Barbara J. <BJStone@co.pg.md.us>; Barlow, Celeste P. <CPBarlow@co.pg.md.us>; Antelo Vasquez, Olga A. <OAVasquez@co.pg.md.us>
Cc: Matthew C. Tedesco <mtedesco@mhlawyers.com>
Subject: V-97-21 and V-98-21

CAUTION: This email originated from an external email domain which carries the additional risk that it may be a phishing email and/or contain malware.

Barbara,

I am writing this email to inform you that we will be submitting a request for a continuance today. Unfortunately, Dan Lynch is currently in the hospital and will not be able to attend the Virtual Hearings tonight.

Thank you,

Bryan



Bryan C. Spell

Land Use Coordinator/Law Clerk

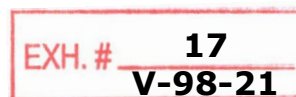
McNamee Hosea

6411 Ivy Lane, Suite 200 ☎ 301.441.2420
Greenbelt, Maryland 20770 📠 301.982.9450

[LinkedIn](#) | [Facebook](#) | mhlawyers.com

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Disclosure Required by IRS Circular 230: In accordance with IRS requirements, we wish to inform you that, to the extent this communication contains tax advice, it is not intended or written to be used for the purpose of 1) avoiding tax penalties that may be imposed on the taxpayer by the Internal Revenue Service, or 2) promoting, marketing or recommending to another party any transaction or matter addressed herein.



From: Stone, Barbara J. <BJStone@co.pg.md.us>
Sent: Tuesday, October 5, 2021 4:42 PM
To: Bryan C. Spell <bspell@mhlawyers.com>; Matthew C. Tedesco <mtedesco@mhlawyers.com>
Cc: Barlow, Celeste P. <CPBarlow@co.pg.md.us>; Antelo Vasquez, Olga A. <OAVasquez@co.pg.md.us>
Subject: RE: V-105-21

Attached, please find the binder for V-105-21 Housing Initiative Partnership.

Barbara J. Stone
Administrator
Board of Appeals

Prince George's County Council
Legislative Branch
14741 Governor Oden Bowie Drive
Lower Level, Room L-200
County Administration Building
Upper Marlboro, Maryland 20772

Voice: 301-952-3221
Fax: 301-780-8194
bjstone@co.pg.md.us



Boardofappeals@co.pg.md.us
<http://pgccouncil.us/BOA>

From: Bryan C. Spell <bspell@mhlawyers.com>
Sent: Tuesday, October 05, 2021 12:56 PM
To: Barlow, Celeste P. <CPBarlow@co.pg.md.us>; Stone, Barbara J. <BJStone@co.pg.md.us>
Cc: Matthew C. Tedesco <mtedesco@mhlawyers.com>
Subject: V-105-21

CAUTION: This email originated from an external email domain which carries the additional risk that it may be a phishing email and/or contain malware.

Good Afternoon,
Can you send me the Exhibits/Binder for V-105-21?

Thank you,

Bryan



Bryan C. Spell

Land Use Coordinator/Law Clerk

McNamee Hosea

6411 Ivy Lane, Suite 200 ☎ 301.441.2420
Greenbelt, Maryland 20770 📠 301.982.9450

[LinkedIn](#) | [Facebook](#) | mhlawyers.com

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Disclosure Required by IRS Circular 230: *In accordance with IRS requirements, we wish to inform you that, to the extent this communication contains tax advice, it is not intended or written to be used for the purpose of 1) avoiding tax penalties that may be imposed on the taxpayer by the Internal Revenue Service, or 2) promoting, marketing or recommending to another party any transaction or matter addressed herein.*

This E-mail and any of its attachments may contain Prince George's County Government or Prince George's County 7th Judicial Circuit Court proprietary information or Protected Health Information, which is privileged and confidential. This E-mail is intended solely for the use of the individual or entity to which it is addressed. If you are not the intended recipient of this E-mail, you are hereby notified that any dissemination, distribution, copying, or action taken in relation to the contents of and attachments to this E-mail is strictly prohibited by federal law and may expose you to civil and/or criminal penalties. If you have received this E-mail in error, please notify the sender immediately and permanently delete the original and any copy of this E-mail and any printout.

This document is to be emailed to the Board of Appeals on the day of the Hearing.

BOARD OF APPEALS

AFFIDAVIT OF POSTING

Petitioner(s): Metropolitan Building and Development Corp

Appeal No.: V-98-21

The sign or signs required to be posted on the subject property to advertise the public hearing on the above case:

1. Remained standing as posted continuously from the 5th day of October, 2021, through 20th day of October, 2021. The sign(s) was (were) inspected at least one time during the required posting period to ensure that the sign(s) was (were) maintained.

OR

2. Was (were) not posted or did not remain posted continuously for the required 15-day period. (Explain further what happened to the sign or signs if #2 applies.) N/A

I solemnly affirm under the penalties of perjury that the contents of the foregoing affidavit are true to the best of my knowledge, information and belief.

John M. Hawvermale
Signature of Petitioner/Attorney

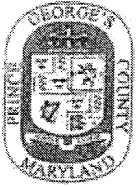
John M. Hawvermale
Name (Print or Type)

6211 43rd Avenue, Hyattsville, MD 20781
Premise Address

9006 Charred Oak Dr, Bethesda, MD 20817
Petitioner Address

O 301 441-1234
F 301 952-9456

EXH. # 18
V-98-21



THE PRINCE GEORGE'S COUNTY GOVERNMENT

BOARD OF ZONING APPEALS

BOARD OF ADMINISTRATIVE APPEALS

COUNTY ADMINISTRATION BUILDING, UPPER MARLBORO, MARYLAND 20772
TELEPHONE (301) 952-3220

NOTICE OF VIRTUAL HEARING

Date: October 5, 2021

Petitioner: Metropolitan Building and Development Corporation

Appeal No.: V-98-21

Hearing Date: WEDNESDAY, OCTOBER 20, 2021, AT 6:00 P.M. **EVENING**

Place: Virtual Hearing

Appeal has been made to this Board for permission to validate existing conditions: Net lot area, front building line width, side yard width and a waiver of parking location on R-55 Zoned (One-Family Detached Residential) property known as Lot 26, Block 2, West Riverdale Subdivision, being 6213 43rd Avenue, Hyattsville, Prince George's County, Maryland, contrary to the requirements of the Zoning Ordinance.

The specific violation resides in the fact that Zoning Section 27-442(b)(Table I) prescribes that each lot shall have a minimum net lot area of 6,500 square feet. Section 27-442(e)(Table IV) prescribes that each lot shall have a side yard at least 8 feet in width. Section 27-442(d)(Table III) prescribes that each lot shall have a minimum width of 65 feet measured along the front building line. Section 27-120.01(c) prescribes that no parking space, parking area, or parking structure other than a driveway no wider than its associated garage, carport, or other parking structure may be built in the front yard of a dwelling in the area between the front street line and the sides of the dwelling. Variances of 500 square feet net lot area, 15 feet front building line width, 3 feet side yard width and a waiver of the parking area location requirement are requested.


Virtual hearing on this Appeal is set for the time and place stated above. **Petitioner, or counsel representing Petitioner, should be present at the hearing. A Petitioner which is a corporation, limited liability company, or other business entity MUST be represented by counsel, licensed to practice in the State of Maryland, at any hearing before the Board. Any non-attorney representative present at the hearing on behalf of the Petitioner (or any other person or entity) shall not be permitted to advocate.**

Adjoining property owners, who are owners of premises either contiguous to or opposite the property involved, are notified of this hearing in order that they may express their views if they so desire. However, their presence is not required unless they have testimony to offer the Board. In order to give verbal testimony during the virtual hearing, you must register with the Board of Appeals at least 5 days prior to the virtual hearing. Please call 301-952-3220 to register. No additional speakers will be allowed to give testimony unless registered with the Board. Please also visit the Board of Appeals website for Virtual Hearing Instructions and procedures at <http://pgccouncil.us/BOA>

If inclement weather exists on hearing date, please contact the office to ascertain if hearing is still scheduled.

BOARD OF ZONING APPEALS

By:


Barbara J. Stone
Administrator

cc: Petitioner
Adjoining Property Owners
Park and Planning Commission
City of Hyattsville
Dan Lynch, Attorney

EXH. # **19**
V-98-21

V-98-21
METROPOLITAN BUILDING AND
DEVELOPMENT CORPORATION
9006 CHARRED OAK DRIVE
BETHESDA MD 20817

V-98-21
MARY DURKIN
6210 43RD AVENUE
HYATTSVILLE MD 20781

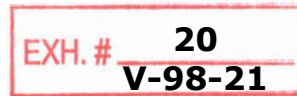
CITY OF HYATTSVILLE
ECONOMIC REVIEW
4310 GALLATIN STREET
HYATTSVILLE MD 20781

V-98-21
DAN LYNCH
6411 IVY LANE SUITE 200
GREENBELT MD 20770

V-98-21
NIAMBI MACK
KEVIN MACK
6215 43RD AVENUE
HYATTSVILLE MD 20781

V-98-21
JOSEPH & ROSANNA WEAVER
6208 43RD AVENUE
HYATTSVILLE MD 20781

V-98-21
CURTIS & CAROL RAMSEY-LUCAS
6208 43RD STREET
HYATTSVILLE MD 20781



November 15, 2021

Mayor Kevin Ward
City of Hyattsville
4310 Gallatin Street
Hyattsville, MD 20781

Mayor Ward,

We, the undersigned residents of 43rd Street and 43rd Avenue, request that the City of Hyattsville oppose the granting of the following variances by the Prince George's County Board of Zoning Appeals:

- V-97-21: Permission to construct a single-family home on R-55 Zoned (One-Family Detached Residential) property known as Lot 25, Block 2, West Riverdale Subdivision, being 6211 43rd Avenue, Hyattsville, Prince George's County, Maryland, contrary to the requirements of the Zoning Ordinance.
- V-98-21: Net lot area, front building line width, side yard width and a waiver of parking location on R-55 Zoned (One-Family Detached Residential) property known as Lot 26, Block 2, West Riverdale Subdivision, being 6213 43rd Avenue, Hyattsville, Prince George's County, Maryland, contrary to the requirements of the Zoning Ordinance.

Virtual hearing is set for Wednesday, November 17 at 6:00 PM. Petitioner is Metropolitan Building and Development Corporation which built the homes immediately adjacent to the property in question on 43rd Avenue (6209 and 6213), as well as homes at 6205 and 6207 43rd Avenue and 6204, 43rd Street.

We are concerned that development of the property in question will:

- Further exacerbate water runoff onto the properties on 43rd Street;
- Result in the removal of additional old growth trees from the neighborhood;
- Add to street parking congestion on 43rd Avenue;
- Detract from the overall character of the neighborhood which was established decades ago; and,
- Cause general disruption to the neighborhood.

Previously, a zoning variance was granted with respect to the front building line width to enable the construction of the home at 6213. If V-98-21 is granted, a portion of that property will revert back to 6211 to enable the construction of yet another single-family home—in effect using the same section of property to make it possible to build two houses on lots that are each too small to accommodate the development in question.

We request the City of Hyattsville communicate its opposition to the granting of variances V-97-21 and V-98-21 by the Prince George's County Board of Zoning Appeals.

Thank you for your consideration of our concerns.

Sincerely,

Maeve O’Beirne
6206 43rd Street

Curtis & Carol Ramsey-Lucas
6208 43rd Street

Rene Beesley
6210 43rd Street

Jon Schermann & Melissa Chiu
6212 43rd Street

Jennifer Kempf
6204 43rd Avenue

Gregory S. Williams & Juan Amador
6206 43rd Avenue

Don & Rossana Landis-Weaver
6208 43rd Avenue

Aura Estrada
6209 43rd Avenue

Mary Durkin
6210 43rd Avenue

Gideon Ngoboka
6212 43rd Avenue

John T. Rowell
6214 43rd Avenue

Kevin & Niambi Mack
6215 43rd Avenue

Melanie & PJ Fiore
6217 43rd Avenue

Charlotte Oman & Ben Harper
6218 43rd Avenue

Michael & Ruth Brannon
6219 43rd Avenue

Alex Appel & Amy Schachtner-Appel
6221 43rd Avenue

CC: Hyattsville City Council



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-188-FY22

12/6/2021

10.k)

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

Item Title:

Memorandum of Understanding with Hyattsville Aging in Place in Support of the City's Enhanced Mobility Options Program

Suggested Action:

I move that the Mayor and City Council authorize the City Administrator to enter into a Memorandum of Understanding with Hyattsville Aging in Place in support of the City's Enhanced Mobility Options Program.

Summary Background:

Effective April 2021, the City was awarded the Federal Transit Administration's (FTA) Enhanced Mobility Program Grant to expand the City's options for transportation for older adults and person with disabilities.

As part of the City's Grant Application, Hyattsville Aging in Place (HAP) provided a letter of support, committing to partner with the City to increase transportation options for older adults and persons with disabilities that are accessible, affordable, and safe.

The Memorandum of Understanding (MOU) for the Enhanced Mobility Program stipulates a 20% cash match (\$2,400.00) from HAP, and reimbursement-based payments (up to and not to exceed \$12,000.00) to HAP for responsibilities performed as outlined in the City's Enhanced Mobility Options Initiative application and HAP Partner Letter.

Next Steps:

Execute agreement.

Fiscal Impact:

Up to \$9,600 provided by the FTA grant.

City Administrator Comments:

Recommend approval.

Community Engagement:

N/A

Strategic Goals:

Goal 3 - Promote a Safe and Vibrant Community

Legal Review Required?

Complete

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF HYATTSVILLE AND
HYATTSVILLE AGING IN PLACE**

This Memorandum of Understanding (MOU) is made this 6th day of December, 2021, between the **CITY OF HYATTSVILLE** (“CITY”), an incorporated municipality of the State of Maryland, and **HYATTSVILLE AGING IN PLACE** (“HAP”), a nonprofit organization incorporated in the State of Maryland (collectively referred to hereafter as the “Parties”).

WHEREAS, the Hyattsville City Council adopted the Hyattsville Age-Friendly Action Plan, directing the City Administrator to seek partnerships to provide older adults and persons with disabilities with support to age in place in their homes and community; and

WHEREAS, providing residents with an adequate mix of transportation options that are accessible, affordable, and safe, and information about the availability of such mobility services that fill current gaps can enhance the well-being, independence, community engagement, and sense of dignity of individuals whom our City serves; and

WHEREAS, the City Council of Hyattsville approved Resolution No. 2020-03, which authorized the City’s submission of a grant application to the Federal Transit Administration’s (“FTA”) Enhanced Mobility Program; and

WHEREAS, the City applied to and was awarded funding from the FTA to provide expanded mobility options to older adults and persons with disabilities; and

WHEREAS, HAP provided a letter of support submitted with the City’s Mobility Options Initiative application, committing to partner with the City to increase transportation options for older adults and persons with disabilities that are accessible, affordable and safe, and provide a 20% cash match equal to Two Thousand and Four Hundred Dollars (\$2,400.00) for HAP’s responsibilities as detailed in City’s Enhanced Mobility Options Initiative application and Partner Letter; and

WHEREAS, the City and HAP have an existing partnership with Habitat for Humanity Metro Maryland (“Habitat”) as part of a separate initiative to provide older residents and persons with disabilities with support in modifying their homes; and

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

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

1. **HAP Obligations.** The Parties agree that, under this MOU, HAP will be required to:
 - a. Participate in coordinated planning of transportation options in and around the City;

- b. Provide transportation for essential appointments for qualifying residents of Hyattsville, with priority for City residents, including those referred by City officials and staff, Hyattsville faith-based organizations, non-profits, and other Hyattsville groups as part of HAP's program. HAP shall have sole and absolute discretion in the selection of applicants for HAP's services and support;
- c. Expand HAP's curb to curb and door through door transportation to meet residents' requests for transportation support, based on availability of volunteers;
- d. Publicize all transportation services available to increase awareness of mobility options among City residents, in collaboration with the City of Hyattsville;
- e. Foster collaboration among Route 1 corridor villages and encourage communities along the corridor without village organizations to form villages, in order to expand escorted transportation options; and
- f. Provide quarterly workplan progress updates and required FTA program performance measurement data to the City, for submission to the Metropolitan Washington Council of Governments ("COG"), administrator of the FTA Enhanced Mobility Options Program.

2. **City Obligations.** The Parties agree that the City, under this MOU, will be required to:

- a. Promote HAP volunteer opportunities and transportation options in City communications.
- b. Facilitate outreach about all area transportation options to potentially interested residents, including participants in the City's senior meal, backdoor pick-up, Ageless Grace, and Call-A-Bus programs, and on the City's senior services mailing lists. Additionally, the City will promote the project generally, including outreach through communications such as the Green Sheet and e-blasts. Outreach will also be facilitated to and through the City's Age-Friendly Work Group.
- c. Coordinate workplan meetings between the City and HAP, and coordinate and submit quarterly workplan progress reports and program performance measurement data to the COG.
- d. Coordinate development of an age-friendly driver curricula and trainings "that include sensitivity training for working with seniors and individuals with disabilities" with HAP and other partners as required.
- e. Coordinate use of ridesharing credits or vouchers with HAP and other partners as required. Coordinate with HAP and other partners as required a mobility training program to familiarize interested riders in ridesharing services.

- f. Issue reimbursement-based payments (up to and not to exceed \$12,000.00) to HAP for work completed as outlined in City's Enhanced Mobility Options Initiative application and HAP Partner Letter.

3. **Insurance.** HAP shall obtain and maintain liability insurance coverage. Within ten (10) days of the execution of this Agreement, HAP shall file with the City Administrator, a Certificate from an insurance company authorized to do business in the State of Maryland and satisfactory to the City showing issuance of liability insurance in the amount of at least One Million Dollars (\$1,000,000.00) coverage with a deductible no greater than Ten Thousand Dollars (\$10,000.00). HAP shall be fully funded 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 is follows: "The insurance company agrees that the coverage shall not be cancelled, 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)."

HAP shall, throughout the term of this Agreement, maintain comprehensive general liability insurance in the following amounts and shall submit an insurance certificate as proof of coverage prior to final Agreement approval, except that HAP is exempt from the requirements of subpart 3(b):

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

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

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

5. **Duration, Modification and Termination.** This MOU is at-will and may be modified by mutual consent of authorized officials of HAP and the City in a written instrument executed by

both parties. The MOU shall become effective upon signature by the authorized listed below and remain in effect until modified or terminated by any one of the partners. In the absence of mutual agreement by the authorized officials listed below this MOU shall end December 6, 2025. This MOU may be terminated by any party upon a fifteen (15) day written notice to the other party.

6. **Binding Effect.** This MOU shall be non-binding.

7. **Assignment.** This MOU is not assignable.

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

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

10. **Severability.** If any term, covenant or condition of this MOU shall be unenforceable or invalid, then the remainder of this MOU shall not be affected thereby, and each such term, covenant and condition shall be valid and enforceable to the fullest extent permitted by law.

11. **No Waiver.** No failure by any party to enforce any provision of this MOU shall be deemed a waiver of its rights to enforce this MOU thereafter.

12. **Enforcement.** This non-binding MOU is unenforceable.

13. **Force Majeure.** If, as a result of any event of Force Majeure, the Parties are unable to exercise any right or option hereunder, or perform any obligations required hereunder, within the time limit provided therefore in this MOU, such time limit shall be extended for a period equal to the duration of such event.

14. **Notices.** All notices, demands, or requests (each a "Notice," and collectively, the "Notices") required or permitted to be given pursuant to this MOU shall be in writing, and shall be sent by: (a) hand delivery; (b) certified mail, postage prepaid, return receipt requested; or (c) nationally recognized overnight courier, and all such Notices shall be deemed delivered when received. Rejection or other refusal to accept or inability to deliver because of changed address of which no Notice has been given shall constitute receipt of the Notice. Notices shall be addressed as follows:

If given to City: City of Hyattsville
 Attn: City Administrator
 4310 Gallatin Street
 Hyattsville, MD 20781
 Tel: (301) 985-5000

With a copy to: Age-Friendly Program Lead

Attn: Marci LeFevre
4310 Gallatin Street
Hyattsville, MD 20781
Tel: (301) 985-5012

And

City Treasurer
Attn: Ronald Brooks
4310 Gallatin Street
Hyattsville, MD 20781
Tel: (301) 985-5042

If given to HAP: HAP Board Chair
Attn: Lisa Walker
PO Box 113
Hyattsville, MD 20781

With a copy to: HAP Board Vice Chair
Attn: Jeanne Benas
PO Box 113
Hyattsville, MD 20781

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

15. **Incorporation of Recitals.** The Recitals set forth above are incorporated into this MOU.

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

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding on the day and year first above written.

Hyattsville Aging in Place

Witness: _____

By: _____

Date: _____

Date: _____

City of Hyattsville

Witness: _____

By: _____

Tracey Douglas
City Administrator

Date: _____

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-176-FY22

12/6/2021

11.a)

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

Item Title:

Former KFC at Queens Chapel Town Center - Amendment to Conditions of Approval

Suggested Action:

I move that the City Council authorize the Mayor to provide correspondence to the Prince George's County Office of the Zoning Hearing Examiner in opposition to the applicant's request to eliminate Condition 3c of Planning Board Resolutions No. 11-07 and No. 11-08. The Subject Property is less than 0.25 miles from the West Hyattsville Metro Station and a continuation of the drive-through use is in direct contradiction to the vision and guidelines of the West Hyattsville Transit District Development Plan.

Summary Background:

The applicant is requesting an amendment to the conditions of approval related to CSP-10002 and DSP-10011 which would allow for the continued use of an existing eating and drinking establishment with drive-through service within Queens Chapel Town Center.

This application is requesting validation of the existing KFC drive-through restaurant at 5401 Ager Road. The Subject Property is within the Queens Chapel Town Shopping Center, located in the northwest quadrant of Queens Chapel Road and Hamilton Street with a total area of 6.05 acres. The property is zoned M-X-T/TDO/R-55 and is located within the boundaries of the 2006 Approved Transit District Development Plan for the West Hyattsville Transit District Overlay Zone.

On January 27, 2011, the Prince George's Planning Board approved Conceptual Site Plan CSP-10002 and Detailed Site Plan DSP-10011 which allowed for an amendment to the Table of Uses to permit eating and drinking establishments with drive-through service within Queens Chapel Town Center.

The adopted resolution included one (1) modification and three (3) conditions. Condition 3c states:

Within Queens Chapel Town Center, any eating or drinking establishment, with drive-through service, operating pursuant to an approved detailed site plan as of the effective date of County Council Resolution CR-24-2006, shall remain valid, be considered a legal use, and shall not be deemed a nonconforming use. Such eating or drinking establishments, with drive-through service, and their underlying detailed site plans may be modified pursuant to the existing provisions relating to revisions or amendments to detailed site plans generally as they exist in the Zoning Ordinance. If the use is discontinued for a period of 180 or more consecutive calendar days, unless the conditions of non-operation were beyond the control of the owner or holder of the use and occupancy permit, then the use shall no longer be considered a legal use.

The applicant is requesting Condition 3c be deleted. Approval of this request would validate the existing establishment operating from the Subject Property (KFC drive-through restaurant at 5401 Ager Road) which has been non-operational for a period of at least 180 days.

Next Steps:

The Board of Zoning Appeals (BZA) is scheduled to consider this application at its meeting on Wednesday, December 15, 2021.

Fiscal Impact:

N/A

City Administrator Comments:

Recommend approval.

Community Engagement:

The applicant presented to the City's Planning Committee on September 21, 2021.

In their comments, Committee members noted that continuing this drive-through use is problematic as the subject property is within a Transit District. Alternatively, Committee members also discussed how letting the site sit vacant is undesirable to the community.

The Planning Committee adopted the following language in a 5-1 vote:

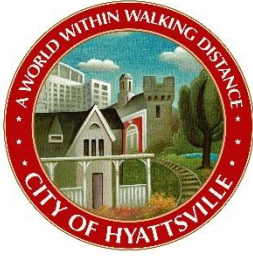
While the Committee recognizes a vacant building at this location is not optimal, the Planning Committee recommends the City Council oppose the continued drive-through use within the West Hyattsville Transit District Overlay Zone. The Committee cannot support an auto-centric use as it does not reflect the vision for the area. The Planning Committee also has bicycle and pedestrian safety concerns at this location.

Strategic Goals:

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

Legal Review Required?

N/A



Memo

To: Mayor and City Council

From: Jim Chandler, Assistant City Administrator & Director, Community & Economic Development
Kate Powers, City Planner

Date: September 23, 2021

Re: Queens Chapel Town Center – Amendment to Conditions of Approval

Attachments: Applicant's Request Letter
Council Correspondence (DSP-10011 & CSP-10002)
Planning Board Resolution No. 11-07 & No. 11-08
Excerpt from the West Hyattsville TDDP

The purpose of this memorandum is to provide the City Council with Staff recommendations regarding the applicant's requested amendment to the conditions of approval related to CSP-10002 and DSP-10011. The Subject Property is Queens Chapel Town Center, specifically the Kentucky Fried Chicken Restaurant at 5401 Ager Road.

Project Summary

- The applicant is requesting an amendment to the conditions of approval related to CSP-10002 and DSP-10011 which would allow for the continued use of an existing eating and drinking establishment with drive-through service within Queens Chapel Town Center.
- The property is located within the West Hyattsville Transit District Overlay Zone.
- This application is requesting validation of the existing Kentucky Fried Chicken Drive-through Restaurant at 5401 Ager Road.

Project Location Details

The Subject Property is within the Queens Chapel Town Shopping Center, located in the northwest quadrant of Queens Chapel Road and Hamilton Street with a total area of 6.05 acres. The property is zoned M-X-T/TDO/R-55 and is located within the boundaries of the 2006 Approved Transit District Development Plan for the West Hyattsville Transit District Overlay Zone.

The property is currently developed with an existing commercial shopping center and located near the West Hyattsville Metro Station.

Applicant's Request

On January 27, 2011, the Prince George's Planning Board approved Conceptual Site Plan CSP-10002 and Detailed Site Plan DSP-10011 which allowed for an amendment to the Table of Uses to permit eating and drinking establishments with drive-thru service within Queens Chapel Town Center.

The adopted resolution included one modification and three conditions. Condition 3c states:

Within Queens Chapel Town Center, any eating or drinking establishment, with drive-through service, operating pursuant to an approved detailed site plan as of the effective date of County Council Resolution CR-24-2006, shall remain valid, be considered a legal use, and shall not be deemed a nonconforming use. Such eating or drinking establishments, with drive-thru service, and their underlying detailed site plans may be modified pursuant to the existing provisions relating to revisions or amendments to detailed site plans generally as they exist in the Zoning Ordinance. If the use is discontinued for a period of 180 or more consecutive calendar days, unless the conditions of non-operation were beyond the control of the owner or holder of the use and occupancy permit, then the use shall no longer be considered a legal use.

The applicant is requesting Condition 3c be deleted. Approval of this request would validate the existing establishment operating from the Subject Property (Kentucky Fried Chicken Drive-thru Restaurant at 5401 Ager Road) which has been non-operational for a period of at least 180 days.

Previous City Council Action

For reference, on Monday, May 16, 2011, the Hyattsville City Council voted to oppose DSP-10011 and CSP-10002, a request for amendment to the Table of Uses in the West Hyattsville Transit District Development Plan (TDDP).

The City stated that the proposed uses contradicted the intent of the main street commercial districts which should provide for a more pedestrian and non-motorized vehicle-oriented environment. The City also requested the District Council consider specifically prohibiting the pre-existing non-compliant use of drive-thru establishments when a property becomes vacant and/or transfers ownership.

Planning Committee Review

The applicant presented to the City's Planning Committee on September 21, 2021.

In their comments, Committee members noted that continuing this drive-thru use is problematic as the subject property is within a transit district. Alternatively, Committee members also discussed how letting the site sit vacant is undesirable to the community.

The Planning Committee adopted the following language in a 5-1 vote:

While the Committee recognizes a vacant building at this location is not optimal, the Planning Committee recommends the City Council oppose the continued drive-thru use within the West Hyattsville Transit District Overlay Zone. The Committee cannot support an auto-centric use as it does not reflect the vision for the area. The Planning Committee also has bicycle and pedestrian safety concerns at this location.

Inconsistency with the West Hyattsville Transit District Development Plan (2006)

PURPOSE

The goal of the West Hyattsville TDDP is to provide a clear and predictable path for transit-oriented development (TOD) within the West Hyattsville Transit District Overlay Zone (TDOZ).

TOD is not simply development that happens to be located at or near a transit station. The 2002 Prince George's County Approved General Plan (page 44) defines TOD as development that actively seeks to increase transit use and decrease automobile dependency by:

- Locating homes, jobs, and shopping closer to transit services;
- Locating the mix of critical land uses (living/working/shopping) in closer proximity to one another; and
- Establishing land use/transit linkages that make it easier to use transit (rail and bus).

Adopted July 2006, the Approved Transit District Development Plan (TDDP) and Transit District Overlay Zoning (TDOZ) Map Amendment for the West Hyattsville Transit District Overlay Zone contains a comprehensive development vision for the area. This document controls and guides the use and development of all land within the amended Transit District Overlay Zone (TDOZ). As stated in the plan's purpose on page 1 (excerpt to the left), the TDOZ and TDDP encourage development that actively seeks to decrease automobile dependency. Allowing the continued use of a drive-thru eating and drinking establishment is in direct contradiction to the TDDP's stated purpose.

that will accommodate changing lifestyles for current Hyattsville residents and provide options attractive to new residents. High quality, compact development will create the economic base for new shops, stores, and cultural and entertainment venues that will enhance the quality of life for everyone in Hyattsville and its immediate neighbors. The plan does not include big box retail; instead, smaller scale retail enterprises, more consistent with the scale and character of the existing businesses on Hamilton Street, are proposed. The result will be many innovative, energy efficient, and aesthetically pleasing buildings and public places that attract people from throughout the county.

The TDDP outlines the vision for the area, articulating what the community and greater region want to achieve in the West Hyattsville TDOZ. The TDDP vision starts on page 7 of the document and an excerpt can be found to the left. The TDDP specifically states that the vision of the area does not include chain establishments, but rather envisions smaller scale commercial as it is more consistent with the scale and character of the area. The continued use of a national chain drive-thru restaurant is not consistent with the TDDP's vision.

Design: Development that creates attractive pedestrian-friendly environments and encourages residents, workers, and visitors to arrive by modes of transportation other than the automobile; i.e., public transit, walking, and bicycle.

The TDDP states that a successful TOD is characterized by three key elements: Density, Diversity, and Design. An excerpt of the Design section from page 9 of the TDDP can be seen to the left. The West Hyattsville TDDP envisions compatible development that encourages

residents, workers, and visitors to arrive by modes of transportation other than automobile. Drive-thru use is not compatible with successful TDO design.

Hamilton Main Street: The plan envisions the existing Hamilton Street commercial corridor as an expanded activity center and destination with its terminus at Hamilton Town Square. Lined with primarily retail uses, the Hamilton Main Street corridor will allow TDOZ residents to satisfy many of their daily needs without the use of their personal vehicles. The adjacent private property site plan and public streetscape elements—ornamental lighting, street trees, trash receptacles, benches, bike racks, and smaller pedestrian focused signage—will help to create a pedestrian-oriented environment.

Along with an overall vision, the TDDP outlines specific visions for different areas within the TDOZ. The subject property resides within the “Hamilton Main Street” area as it is located on the corner of Hamilton Street and Ager Road. As seen in the excerpt from page 14 to the left, the TDDP envisions this corridor as a destination for residents to meet their needs without the use of their personal vehicles. A drive-thru restaurant use is incongruous with the specific vision for Hamilton Street outlined in the TDDP.

Staff Recommendations

Transit District Overlay Zones work to promote walkability, bicycle safety, and public transit use by restricting auto-oriented forms, like drive-thru restaurants. The West Hyattsville Transit District Development Plan is very clear in prioritizing non-motorized uses stating that “within the TDOZ, pedestrians will be the priority when safety and access must be balanced between modes” (TDDP, pg. 19).

The Mixed-Use Transportation Oriented (M-X-T) Zone, of which the Subject Property resides, is intended to encourage transit- and pedestrian-friendly development (TDDP, pg. 50). And with the property less than 0.25 miles from the West Hyattsville Metro Station, a drive-thru use is incongruous with the vision for the area, guidelines stated in the TDDP, and successful TDO design.

The City Council voted in opposition to a drive-thru use on this property ten years ago and has consistently opposed drive-thru use in transit district overlay zones. The goal of the TDOZ is to reduce vehicle trips and divert travel to other modes (e.g., walking, biking, public transit) (TDDP, pg. 6).

Prohibiting the continued drive-thru use of the property will bring West Hyattsville one step closer to eliminating the auto-dominance of the area and shifting focus to public transit, bicyclists, and pedestrians.

Next Steps

The applicant presented to the City Council on September 20, 2021 and presented to the Planning Committee on September 21, 2021.

This request is an action item at the Council’s October 4th meeting.

This case is scheduled to go before the Zoning Hearing Examiner on October 20th.

Staff is recommending the following motion:

“I move the City Council authorize the Mayor to provide correspondence to the Prince George’s County Office of the Zoning Hearing Examiner in opposition to the applicant’s request to elimination Condition 3c of Planning Board Resolutions No. 11-07 and No. 11-08. The Subject Property is less than 0.25 miles from the West Hyattsville Metro Station and a continuation of the drive-thru use is in direct contradiction to the vision and guidelines of the West Hyattsville Transit District Development Plan.”

July 29, 2021

VIA ELECTRONIC MAIL

Donna J. Brown
Clerk
Prince George's County Council
County Administration Building
Upper Marlboro, MD 20772

*Re. CSP-10002 and DSP-10011;
Amendment to Conditions of Approval*

Dear Madame Clerk:

On behalf of the applicant, Queens Chapel Town Center LLC and pursuant to Section 27-135(c) for the Zoning Ordinance, I am requesting that Conditions 3c of CSP-10003 and Condition 3c of DSP-10011 be deleted in their entirety. In support of this request, that applicant states:

PROJECT SUMMARY

The subject property is currently developed with an existing shopping center. It is in close proximity to the West Hyattsville Metro Station. The shopping center is surrounded by other commercial uses in the area. Specifically, the subject property is surrounded by the following uses:

North: Single-family homes located in the R-55 Zone.

South: Hamilton Street, across Hamilton Street is commercially developed property in the M-X-T Zone

East: Queens Chapel Road, across Queens Chapel Road is commercially developed property in the M-X-T Zone

West: WMATA parking in the M-X-T Zone

As noted above, the Preferred Land Use Plan found on page 36 of the TDDP, places the shopping center in the Retail/Commercial category of the Table of Uses. This Table of Uses controls the uses permitted in the West Hyattsville TDOZ and supersedes the underlying Table of Uses listed in the Zoning Ordinance.

PREVIOUS APPROVALS

The existing buildings on-site were mostly built prior to 1965 and have been the subject of various permits over the years. Detailed Site Plan DSP-00040 for Residue Parcel A-13 was approved by the Planning Board on December 21, 2000 (PGCPB Resolution No. 00-230) under the previous 1998 West Hyattsville Approved Transit District Development Plan for the Transit District Overlay Zone, with six conditions. These conditions are no longer outstanding as they were complied with and completed through the certification, permit, and construction processes. That approval was for a eating and drinking establishment with drive-through service. Conceptual Site Plan CSP-10002 and Detailed Site Plan DSP-10011, to allow an amendment to the Table of Uses of the 2006 *Approved Transit District Development Plan and Transit District Overlay Zoning Map Amendment for the West Hyattsville Transit District Overlay Zone* for the subject property, were approved by the Planning Board on January 27, 2011 subject to three conditions. Subsequently, the Prince George's County District Council reviewed both of these cases on June 13, 2011 and adopted the Planning Board's resolutions, with one modification and three conditions. Condition 3c of those approvals provides:

Within Queens Chapel Town Center, any eating or drinking establishment, with drive-through service, operating pursuant to an approved detailed site plan as of the effective date of County Council Resolution CR-24-2006, shall remain valid, be considered a legal use, and shall not be deemed a nonconforming use. Such eating or drinking establishments, with drive-through service, and their underlying detailed site plans may be modified pursuant to the existing provisions relating to revisions or amendments to detailed site plans generally as they exist in the Zoning Ordinance. If the use is discontinued for a period of 180 or more consecutive calendar days, unless the conditions of non-operation were beyond the control of the owner or holder of the use and occupancy permit, then the use shall no longer be considered a legal use.

Finally, DSP-10011/01 was approved by the Planning Board on February 21, 2013 (PGCPB Resolution No. 13-11) for the purpose of amending the mandatory development requirements building mounted signs to be internally illuminated.

The purpose of this request is to delete 3c of CSP-10002 and DSP-10011 cited above. In so doing, the existing permitted use will be subject to the same restrictions and conditions as the other permitted uses in Queens Chapel Town Center.

CRITERIA FOR APPROVAL

The District Council is permitted to amend conditions to a site plan approved in accordance with Section 27-135(c) which provides, in part:

- (c) The District Council may (for good cause) amend any condition imposed or site plan approved (excluding Comprehensive Design Zone Basic Plans or R-P-C Zone Official Plans) upon the request of the applicant without requiring a new application to be filed, if the amendment does not constitute an enlargement or extension.

The Court of Appeals of Maryland, in *Kay Construction Company v. County Council*, 227 Md. 479, 177 A.2d 694 (1962) considered the definition of “good cause” upon appeal of a Council resolution overturning a previous decision upon a reconsideration of that previous decision for “good cause shown.” In *Kay*, the Court held that a change of mind on the basis of the evidence of record is not “good cause.” In arriving at this conclusion the Court referred to a previous decision, *Zoning Appeals Board v. McKinney*, 174 Md. 551, 564, 199 A. 540, 171 A.L.R. 207, 564 (1938), which states that in the absence of a statutory requirement, “It may be conceded without discussion that the Board has the right to correct errors in its decisions caused by fraud, surprise, mistake or inadvertence, which any agency exercising judicial functions must have, to adequately perform its duties.

BASIS FOR REQUEST

Condition 3c of both CSP-10002 and DSP-10011 provide, in part, if the use is discontinued for a period of 180 or more consecutive calendar days, unless the conditions of non-operation were beyond the control of the owner or holder of the use and occupancy permit, then the use shall no longer be considered a legal use. Under the Zoning Ordinance, this limitation is normally associated with nonconforming uses, whereas this use, and eating and drinking establishment with drive-through service, is a permitted use pursuant to the approval of DSP-00040 and pursuant to the 2006 *Approved Transit District Development Plan and Transit District Overlay Zoning Map Amendment for the West Hyattsville Transit District Overlay Zone* which provide on page 38:

Legally existing development. Until a site plan is submitted, all buildings, structures, and uses that were lawful or could be certified as a legal nonconforming use on the date of sectional map amendment (SMA) approval are exempt from the TDDP standards and from site plan review and are not nonconforming. However, if a permit application is submitted and it is determined that the legally existing building, structure, or use has been discontinued for more than 180 days in accordance with Section 27-241(c), it shall comply with all applicable TDDP standards and site plan review.

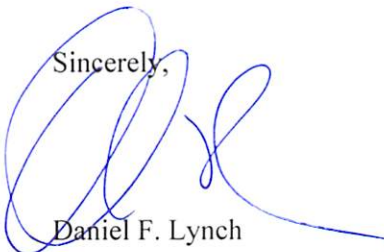
DSP-10011 was approved by the District Council in 2011 and that DSP reflected the eating and drinking establishment as shown on DSP-00040. Therefore, the use is legal and not nonconforming and it should not be subject to the 180 limit associated with nonconforming uses

in the West Hyattsville TDOZ.

Furthermore, this condition inhibits the applicant's ability to market the property to potential tenants. This condition places a cloud on their ability to operate an eating and drinking establishment with a drive through from the subject property and to maintain a viable and competitive use into the future. Potential tenants need and assurance that the use will continue into the future and also need the ability to renovate and modernize that use to stay competitive in the market. Any a major modification to the structure associated with the use would most likely require a closure of the business for a period that could exceed the 180 days. If such occurs, a tenant could potentially spend hundreds of thousands of dollars on a renovation or rebuilding only to lose their ability to operate the use.

Finally, this use was developed in conformance with the *1998 West Hyattsville Approved Transit District Development Plan for the Transit District Overlay Zone*. At that time, the use was permitted subject to the approval of a Detailed Site Plan and conformance with the Transit District Development Standards. The improvements on the property are not only designed to accommodate an eating and drinking establishment with drive-through service, but also designed to the meet urban and pedestrian oriented standards contained on the *1998 West Hyattsville Approved Transit District Development Plan for the Transit District Overlay Zone*. When the Planning Board approved DSP-00040 in 2001, it not only found that the proposed development of the property with an eating and drinking establishment with drive-through service was compatible with and complementary to existing and proposed development in the vicinity of the property, but the arrangement and design of buildings when coupled with their proximity to the West Hyattsville subway station, reflects a cohesive development capable of sustaining an independent environment of continuing quality and stability that will encourage an active commercial entity. This finding demonstrates that this use, although no longer a permitted use in the West Hyattsville TDOZ, is compatible with the surrounding area unlike nonconforming uses and therefore the need to phase this use out, through the 180 day limit set forth in condition 3c, is a mistake.

For these reasons, Queens Chapel Town Center LLC respectfully requests that condition 3c to CSP-10002 and DSP-10011 be deleted in their entirety. Thank you in advance for your time and consideration to this matter.

Sincerely,

Daniel F. Lynch

Marc Tartaro
Mayor



Gregory E. Rose
City Administrator

May 17, 2011

CITY COUNCIL

WARD 1
Candace B. Hollingsworth

WARD 2
David Hiles
Shani N. Warner

WARD 3
Matthew D. McKnight
Timothy P. Hunt

WARD 4
Paula J. Perry
Carlos Lizanne

WARD 5
Ruth Ann Frazier
Nicole Hinds Mofo

POLICE DEPARTMENT
Non-Emergency
301/985-5060
Emergency
301/985-5050

PUBLIC WORKS
301/985-5032

CODE ENFORCEMENT
301/985-5014

RECREATION & THE ARTS
301/985-5020

Honorable Ingrid M. Turner, Chair
Prince George's County District Council
14741 Governor Oden Bowie Drive, 2nd Floor
Upper Marlboro, MD 20772

RE: DSP-10011 and CSP-10002 – Request to Amend West Hyattsville TDDP Table of Uses

Dear Chair Turner and Members of the District Council,

I am writing to inform you that on Monday, May 16, 2011 the Hyattsville City Council voted to oppose DSP-10011 and CSP-10002, a request for amendment to the Table of Uses in the West Hyattsville Transit District Development Plan (TDDP).

The City opposes several of the applicant's requested uses, specifically eating or drinking establishments with drive-thru, building supply store, pizza delivery service, carpet or floor covering store, as these uses are auto-oriented. The City believes these uses contradict the intent of the main street commercial districts which should provide for a more pedestrian and non-motorized vehicle oriented environment. The City also requests the District Council to consider specifically prohibiting the pre-existing non-compliant use of drive-thru establishments when a property becomes vacant and/or transfer ownership.

The City is supportive of continued investment and economic development within the West Hyattsville TDDP, however the City cannot support uses which contradict the intent or compromise the integrity of future development.

Thank you in advance for your consideration.

Sincerely,

Marc Tartaro
Mayor

cc: Hyattsville City Council
Hon. Will Campos, County Councilmember, District 2
Jim Chandler, Community Development Manager
Dan Lynch, Attorney
Gregory Rose, City Administrator

CITY OF HYATTSVILLE

4310 Gallatin Street, Hyattsville, MD 20781 | Tel 301/985-5000 | Fax 301/985-5007 | www.hyattsville.org

R E S O L U T I O N

WHEREAS, the Prince George's County Planning Board is charged with the approval of Detailed Site Plans pursuant to Part 3, Division 9 of the Zoning Ordinance of the Prince George's County Code; and

WHEREAS, in consideration of evidence presented at a public hearing on January 27, 2011, regarding Detailed Site Plan DSP-10011 for Queens Chapel Town Center, the Planning Board finds:

1. **Request:** The subject application requests an amendment for the Table of Uses for the West Hyattsville Transit District Development Plan (TDDP), specifically for the shopping center known as Queens Chapel Town Center.
2. **Development Data Summary**

	EXISTING	APPROVED
Zone	M-X-T/R-55/T-D-O	M-X-T/R-55/T-D-O
Use(s)	Shopping Center	Shopping Center
Acreage	6.05	6.05
Parcels	15	15
Building Square Footage/GFA	64,740	64,740

On-Site Parking Data

	Existing
Standard Spaces	229
Parallel Spaces	3
Handicapped Spaces	11 (6 Van Accessible)
Total	243 (11 Handicapped)

3. **Location:** The site is in Planning Area 68 and Council District 2. More specifically, it is located in the northwest corner of the intersection of Hamilton Street and Queens Chapel Road.
4. **Surrounding Uses:** The subject property is bounded to the south by Hamilton Street, and, across the street, by commercially developed property in the M-X-T Zone; to the east by Queens Chapel Road, and, across the road, by commercially developed property in the M-X-T Zone; to the west by Ager Road, and, across the road, by a metro parking lot in the M-X-T Zone; to the northeast by Hamilton Manor Apartments in the R-18 Zone; and to the north, by single-family homes in the R-55 Zone.

5. **Design Features:** The subject parcels are already developed with various commercial buildings that present themselves as a shopping center. This DSP proposes no new physical development on-site, so the following is a description of the existing layout of the property.

The shopping center is comprised of multiple connected and disparate buildings measuring a total of 64,740 square feet divided over 15 parcels, all of which are under the same ownership. The buildings are generally located no more than 14 feet behind the right-of-way line along Hamilton Street and Queens Chapel Road, although one building is set back further, at approximately 48 feet. The on-site parking is generally located behind the buildings, accessed from a public alley that runs along the rear of the property, although there are a few locations in which small parking lots are adjacent to the rights-of-way. Additionally, for most of the site's frontage along Hamilton Street and 31st Avenue, either angled or parallel parking spaces are located within the rights-of-way. The site is accessed from multiple driveways off of Ager Road, Queens Chapel Road, Hamilton Street, and 31st Avenue.

Starting at the southwest corner of the site is Residue Parcel A-13, which is the subject of a prior approval of Detailed Site Plan DSP-00040, and is developed with a 2,839-square-foot, brick and stucco, fast-food, Kentucky Fried Chicken restaurant. This building sits within 2.5 feet of the right-of-way at the corner of Hamilton Street and Ager Road and the existing drive-through lane runs along the north side of the building, with parking beyond it. Within the eastern portion of this parcel is a one-story, cinder block, 4,523-square-foot building with three tenants, specifically a bakery, furniture store and liquor store. There is parking located between this building and Hamilton Street and within a parking lot that takes up the remainder of the eastern portion of the parcel.

The portion of the site from the eastern property line of Residue Parcel A-13 to 31st Avenue is divided into ten parcels of varying size. One large, 22,790-square-foot, brick, stone and cinder-block building sits across all of these parcels, set back approximately ten feet from the Hamilton Street right-of-way, with multiple tenants including a barber, restaurant, dry cleaners and nail salon, among others. Additional parking and loading spaces are then provided behind the buildings along the northern property line, with access via the adjacent alley.

On the eastern side of 31st Avenue, is Parcel B-3 which includes a single, 5,971-square-foot, brick and concrete building, located within nine feet of the Hamilton Street right-of-way, with four tenants, specifically a restaurant, dollar store, hair salon and barber. Parking and loading are located at the rear of the building with access from the alley that runs along the northern property line. To the east is Parcel B-2, which has a parking lot along the western edge and a portion of a brick and glass building, with a convenience store tenant, in the southeastern corner, which sits within 12 feet of the Hamilton Street right-of-way. This building extends to the east into the adjacent Residue Parcel B-1 for a total area of 8,584 square feet and includes two more tenants, a pet groomer and a post office. After a small gap, another 13,360-square-foot, brick and glass building runs parallel to and stays within nine feet of the right-of-way line at the corner of Hamilton Street and Queens Chapel Road. This building houses seven tenants including a bank,

bridal store, and restaurants, among others.

Across a 20-foot public alley is Residue Parcel F, which sits along the northern and eastern boundaries of the entire subject property. It has one small, 6,673-square-foot, brick and concrete, three-tenant building in the eastern corner fronting on Queens Chapel Road, sitting within nine feet of the right-of-way. The rest of this parcel is asphalt parking and gravel areas that wrap around the north side of the public alley between the shopping center and the adjacent residential areas.

6. **Previous Approvals:** The existing buildings on-site were mostly built prior to 1965 and have been the subject of various permits over the years. Detailed Site Plan DSP-00040, for Residue Parcel A-13, was approved by the Planning Board on December 21, 2000 (PGCPB Resolution No. 00-230), under the previous June 1998 *West Hyattsville Approved Transit District Development Plan for the Transit District Overlay Zone*, with six conditions. These conditions are no longer outstanding as they were complied with and completed through the certification, permit and construction processes.

COMPLIANCE WITH EVALUATION CRITERIA

7. **Zoning Ordinance:** The subject application is for a change in the Table of Uses for the July 2006 *Approved Transit District Development Plan and Transit District Overlay Zoning Map Amendment for the West Hyattsville Transit District Overlay Zone* (TDDP). This document supersedes the Table of Uses for permitted uses in the Zoning Ordinance for the M-X-T Zone. Additionally, since the shopping center exists and no new construction is proposed, the site plan design guidelines of the Zoning Ordinance are not applicable.

The applicant has submitted the required application for a detailed site plan pursuant to Section 27-548.09.01(b)(6), Amendment of Approved Transit District Overlay Zone, of the Zoning Ordinance. The Planning Board evaluated the proposed uses and finds that most but not all of them meet the requirements of Section 27-548.09.01, which specifies the required findings for an amendment to the Table of Uses. The Planning Board reviewed the detailed site plan against the criteria for approval in the M-X-T Zone as set forth in Section 27-546(d) of the Zoning Ordinance and offers the following comments:

(1) The proposed development is in conformance with the purposes and other provisions of this Division;

There is no development proposed with this plan, as the proposed changes to the Table of Uses will only allow for a change in the mix of tenants leasing space in the existing buildings on the site. All proposed uses for which approval is recommended would be consistent with the purposes and other provisions of Division 2, Part 10 (Mixed Use Zones) of the Zoning Ordinance.

- (2) **For property placed in the M-X-T Zone through a Sectional Map Amendment approved after October 1, 2006, the proposed development is in conformance with the design guidelines or standards intended to implement the development concept recommended by the Master Plan, Sector Plan, or Sectional Map Amendment Zoning Change;**

This does not apply as the site was zoned M-X-T before October 1, 2006.

- (3) **The proposed development has an outward orientation which either is physically and visually integrated with existing adjacent development or catalyzes adjacent community improvement and rejuvenation;**

The existing shopping center was renovated in 2001, 2006 and 2007 to create a unique, urban appearance, which does serve to create a strong street presence that is integrated with the surrounding commercial uses. However, the proposed changes to the Table of Uses will result only in a change in the mix of tenants leasing space in the existing buildings on the site, with no new construction proposed. Therefore, the proposed detailed site plan will have no impact on the existing development's outward orientation, or its physical or visual integration with existing adjacent development.

- (4) **The proposed development is compatible with existing and proposed development in the vicinity;**

Proposed changes to the Table of Uses, as limited by the conditions of approval, will not reduce or compromise the compatibility of the existing shopping center with the other existing or proposed developments in the transit district.

- (5) **The mix of uses, and arrangement and design of buildings, and other improvements reflect a cohesive development capable of sustaining an independent environment of continuing quality and stability;**

The mix of uses will be enhanced by the expansion of permitted uses in the Table of Uses, as limited by the conditions of approval, and better enable the shopping center to sustain an independent environment of continuing quality and stability.

- (6) **If the development is staged, each building phase is designed as a self-sufficient entity, while allowing for effective integration of subsequent phases;**

No additional development is proposed at this time; therefore, there is no proposed staging.

- (7) **The pedestrian system is convenient and is comprehensively designed to encourage pedestrian activity with the development;**

The shopping center is located entirely within one-half mile of the West Hyattsville Metro Station. It is surrounded by sidewalks on the southern, eastern and western edges of the property, along Hamilton Street, Queens Chapel Road, and Ager Road, which provide connections to the pedestrian system within the transit district area. Proposed changes to the Table of Uses, as limited by the conditions of approval, will not reduce or compromise the convenience or design of facilities provided for pedestrians in the development.

- (8) **On the Detailed Site Plan, in areas of development which are to be used for pedestrian activities or as gathering places for people, adequate attention has been paid to human scale, high quality urban design, and other amenities, such as the types and textures of materials, landscaping and screening, street furniture, and lighting (natural and artificial).**

The existing shopping center already provides a moderate level of quality urban design with human-scale buildings located close to a comfortable streetscape space that includes lighting, landscaping and specialty paving. The proposed changes to the Table of Uses, as limited by the conditions of approval, will not reduce or compromise the existing quality of urban design in the shopping center.

- (10) **On the Detailed Site Plan, if more than six (6) years have elapsed since a finding of adequacy was made at the time of rezoning through a Zoning Map Amendment, Conceptual Site Plan approval, or preliminary plat approval, whichever occurred last, the development will be adequately served within a reasonable period of time with existing or programmed public facilities shown in the adopted County Capital Improvement Program, within the current State Consolidated Transportation Program, or to be provided by the applicant.**

This requirement does not apply as no new development is proposed that would require additional public facilities.

- (11) **On a property or parcel zoned E-I-A or M-X-T and containing a minimum of two hundred fifty (250) acres, a Mixed-Use Planned Community including a combination of residential, employment, commercial and institutional uses may be approved in accordance with the provisions set forth in this Section and Section 27-548.**

This requirement does not apply as the property contains less than 250 acres.

8. **The July 2006 Approved Transit District Development Plan and Transit District Overlay Zoning Map Amendment for the West Hyattsville Transit District Overlay Zone (TDDP):** The transit district development plan (TDDP) places the Queens Chapel Town Center shopping center

in the Retail/Commercial Preferred Land Use category.

The applicability section of the TDDP states that all new development must show compliance with the TDDP standards in the site plan review process. Since the subject DSP shows no new development, it is not required to meet the standards at this time. However, this should not be taken to validate the existing physical development in any way or to exempt any future development or redevelopment of this property from the TDDP standards.

The applicant contends that the table of uses for this particular subarea is too restrictive and does not allow many uses common to similar shopping centers. The property was retained in the M-X-T Zone at the time of the approval of the July 2006 *Approved Transit District Development Plan and Transit District Overlay Zoning Map Amendment for the West Hyattsville Transit District Overlay Zone*. The existing shopping center development does not necessarily comply with all of the recommendations for the Developed Tier per the General Plan nor the *Approved Transit District Development Plan and Transit District Overlay Zoning Map Amendment for the West Hyattsville Transit District Overlay Zone*. However, it will remain as an existing use until such time as a redevelopment application is presented and, until then, it would be best if it remains a viable shopping center with legitimate retail uses.

The applicant has requested the following uses be permitted that currently are not permitted by the use table for the sub-district in which the project is located:

- Fast-food restaurant
- Eating or drinking establishment, with or without drive through
- Eating or drinking establishment, attached to or within a group of buildings
- Pizza delivery service
- Carpet or floor covering
- Clothing, dry goods
- Confectioner
- Florist
- Food or beverage goods preparation on the premises of a food and beverage store
- Sporting goods shop
- Stationary or office supply store
- Video game or tape store
- Medical practitioner's Office

Although some of the above uses already operate in the center, they became nonconforming with the adoption of the TDDP. As to conformance with the goals of the West Hyattsville TDDP, the Planning Board found the following (TDDP, page 1):

The goal of the West Hyattsville TDDP is to provide a clear and predictable path for transit-oriented development (TOD) within the West Hyattsville TDOZ...The 2002 Prince George's County Approved General Plan (page 44) defines TOD as development that actively seeks to increase the transit use and decrease automobile

dependency by:

- **Locating homes, jobs, and shopping closer to transit services;**

The shopping center is located across Ager Road from the West Hyattsville Metro Station. Amending the Table of Uses under the TDDP will offer the residents of the West Hyattsville community more food-related establishments and retail choices. A thriving shopping center will create more job opportunities and will encourage additional commercial and residential development within close proximity to the metro.

- **Locating the mix of critical land uses (living/working/shopping) in closer proximity to one another; and**

This detailed site plan is not proposing any changes to the shopping center; their sole purpose is to amend the Table of Uses contained in the TDDP. As mentioned above, approval of this amendment will allow the shopping center to attract a wider variety of commercial establishments, creating a better mix of shopping choices adjacent to the metro station and residential communities.

- **Establishing land use/transit linkages that make it easier to use transit (rail and bus).**

As mentioned above, the existing shopping center is in close proximity to the West Hyattsville Metro Station, which makes it easily accessible from the trains and buses en route to and from the metro station.

As stated on page 4 of the TDDP:

The main purpose of this plan is to maximize the public benefits from the West Hyattsville Metro Station. The plan sets out primary goals emphasizing the neighborhood, environment, transportation, and low-impact development (LID):

- **Promote TOD near the Metro Station and create a sense of place consistent with the neighborhood character areas.**

The existing shopping center includes a post office, a bank, and restaurants. Adding more retail choices and food establishments to the existing shopping center will create a stronger sense of place consistent with the neighborhood character area. Warehouses or manufacturing facilities are generally not transit-oriented development due to their large sizes; therefore, conditions have been included in this approval setting limitations on the carpet or floor covering store, confectioner and food or beverage goods preparation on the premises of a food and beverage store in order to ensure these types of uses are developed as retail-oriented businesses, and not as large-scale manufacturers.

- **Ensure that all new development or redevelopment in the transit district is pedestrian-oriented.**

The applicant is not proposing any new development or redevelopment to the existing shopping center. However, the current development is pedestrian-oriented as, generally, the buildings front on the street with parking in the rear. Additionally, in order to ensure all future tenants within this subject property are pedestrian-oriented, the applicant's request for approval of a fast-food restaurant with a drive through as a permitted use is denied. However, a condition has been included in this approval that allows the existing fast-food restaurant with drive through within the subject property to remain as a valid, legal use. The pizza delivery service was deemed to be acceptable as a permitted use, despite it being generally vehicle-oriented, but a condition setting limitations on the delivery vehicles has been included in this approval, in order to limit impacts on pedestrians.

- **Restore, protect, and enhance the environment by protecting environmentally sensitive areas, minimizing impacts of development, and expanding recreational opportunities and trail and bikeway connections.**

The subject property has no environmentally sensitive areas and proposes no new development. Therefore, this goal does not apply to the subject application.

- **Maximize residential development opportunities within walking distance of the Metro Station.**

The subject properties lie within the retail/commercial land use category of the TDDP; therefore, residential development on this site would not be in conformance with the plan, despite the fact that it is within walking distance of the Metro Station. However, expanding the allowed commercial uses on the property will enhance the viability and attractiveness of the shopping center, which could in turn attract developers to pursue more residential opportunities on adjacent sites. However, in order to ensure the shopping center remains conducive to future adjacent residential development, conditions setting limitations on the type of products sold at any sporting goods shop or video game or tape store have been included in this approval.

In addition to the purposes of the West Hyattsville TDDP mentioned above, the general purposes of the TDOZ are contained in Section 27-548.03 of the Zoning Ordinance. The applicant believes that amending the Table of Uses under the TDDP complies with the purposes as follows:

- (1) **To enhance the development opportunities in the vicinity of transit stations;**

The existing shopping center is located within 1,000 feet of the West Hyattsville Metro Station and the applicant is only amending the Table of Uses at this time, to add more retail choices and food establishments to the existing shopping center. This will create

more opportunities for the center, make it more competitive, and in turn spur redevelopment at some future date.

(2) To promote the use of transit facilities;

The shopping center is located within 1,000 feet of the West Hyattsville Metro Station. Furthermore, the site is located between major Maryland and Washington, D.C. employment centers which are accessible via the Metro transit system. The applicant believes that broadening the scope of uses allowed in the shopping center at this site, within such a short distance of this Metro station, will promote use of the transit system by its current and future customers.

(3) To increase the return on investment in a transit system and improve local tax revenues;

Amending the Table of Uses will increase the choices available for food establishments and retail stores and will draw in new tenants to the shopping center. A successful commercial center will generate greater tax revenues for the County.

(4) To create a process which coordinates public policy decisions, supports regional and local growth and development strategies, and creates conditions which make joint development possible;

The site is developed with an existing shopping center. The applicant is not proposing any additional development at this time.

(5) To create a process which overcomes deficiencies in ordinary planning processes and removes obstacles not addressed in those processes;

The TDOZ allows flexibility in the development process through the use of amendments to the TDDP. In this case, amending the Table of Uses under the TDDP as part of the detailed site plan process will allow development of this retail-commercial area in a manner that is more conducive to a changing market and to the proposed development of other subareas in the transit district.

(6) To minimize the costs of extending or expanding public services and facilities, by encouraging appropriate development in the vicinity of transit stations;

More variety of retail stores and food establishments within close proximity to the West Hyattsville Metro Station will give customers more choices in one location and lessen the commute to other stores located further from the metro station, as the shopping center will be able to meet more of the needs of the customers in one area. It will encourage metro ridership and in turn decrease the use of the surrounding road network.

(7) To provide mechanisms to assist in financing public and private costs associated with development;

Public financing is not proposed as part of this application.

(8) To provide for convenient and efficient pedestrian and vehicular access to Metro stations;

The shopping center is located within 1,000 feet of the West Hyattsville Metro Station. It is surrounded by sidewalks on the western, southern, and eastern edges of the property alongside Ager Road, Hamilton Street, and Queens Chapel Road, that provide connections to the pedestrian system within the TDOZ and, therefore, convenient access to the metro station.

(9) To attract an appropriate mix of land uses;

The applicant is proposing to amend the Table of Uses under the TDDP to grant more opportunities to the customer base of the community. The underlying purpose of this amendment is to broaden the Table of Uses so as to provide a greater mix of uses at the center.

(10) To encourage uses which complement and enhance the character of the area;

The vision statement of the TDDP, page 7, encourages high-quality, compact development that will create the economic base of new shops and stores that will enhance the quality of life for everyone in Hyattsville and its immediate neighbors. The existing Table of Uses places the subject property at a competitive disadvantage. It restricts many common yet essential choices for the community, such as eating or drinking establishments, clothing stores, and shoe stores. A broader Table of Uses will attract a more diverse group of retail tenants and enhance the character of the area.

(11) To insure that developments within the Transit District possess a desirable urban design relationship with one another, the Metro station, and adjoining areas; and

The applicant is not proposing any new development at this time. Amending the Table of Uses contained in the TDDP will allow a greater mix of uses at the shopping center. Adding more choices to the retail/commercial category under the TDDP will allow the neighboring residential communities to choose from a wider variety of retail establishments from the same shopping center and lessen the commute to other stores outside the neighborhood area. A successful shopping center with a greater mix of uses will also attract customers from adjoining communities.

(12) To provide flexibility in the design and layout of buildings and structures, and to promote a coordinated and integrated development scheme.

This requirement does not apply as no new development is proposed with the subject application.

9. ***Prince George's County Landscape Manual:*** The DSP application is not subject to the *Prince George's County Landscape Manual* as there is no proposed increase in gross floor area or impervious surface and there is no change of use from a lower to higher intensity use category. Any future revisions to this plan should be reviewed for conformance to the Landscape Manual if it proposes any new physical improvements.
10. **Woodland and Wildlife Habitat Conservation Ordinance (WCO):** This property is exempt from the Prince George's County Woodland and Wildlife Habitat Conservation Ordinance because it contains less than 10,000 square feet of existing woodland. Per Sections 27-273(e) and 27-282(e) of the Zoning Ordinance, an approved natural resources inventory (NRI) and tree conservation plan or letter of exemption are now submittal requirements for a DSP. However, neither an approved NRI nor a standard letter of exemption was included in the submission package and, therefore, both must be submitted prior to certificate approval of the DSP. A tree conservation plan is not required at this time.
11. **Tree Canopy Coverage Ordinance (TCC):** This property is subject to the Prince George's County Tree Canopy Coverage Ordinance because it is a development application that requires a Standard Letter of Exemption. Properties zoned M-X-T are required to provide a minimum ten percent of the gross tract area in tree canopy.

The subject site is 6.05 acres in size and has a minimum tree canopy requirement of 0.605 acres or 26,352 square feet. The site plan is proposing to meet the requirement with a combination of existing and planted trees that would result in a total of 20,650 square feet of tree canopy coverage, which is short of the requirement by 5,702 square feet. The applicant submitted a request for a variance (VTCC) of 5,702 square feet from the requirements of Section 25-128 of the Prince George's County Code. The applicant provided the following summarized justification for the variance request:

"The sole purpose of these applications is to amend the Table of Uses for the West Hyattsville TDDP. No new development is being proposed at this time. Furthermore, the subject property was initially developed in the 1950s. Most of the buildings were built up to the sidewalks located along the south and east sides of the property. Although tree pits were added approximately ten years ago to the sidewalk area, there is no room along the sites frontages to plant additional trees. In addition, the on-site parking associated with the center is located behind the building. This parking lot was developed prior to the enactment of the Landscape Manual and does not contain any interior plantings as would otherwise be required under Section 4.3.c.(2) of the Landscape Manual. In light of this,

the existing parking lot does not contain any opportunities to provide additional tree canopy coverage. For these reasons, the applicant requests a 2.2% (5,072 square feet) variance to Section 25-128 of the Prince George's County Code."

In order to approve a variance to the tree canopy coverage requirements, Section 25-119(d)(1) dictates the following required findings:

(A) Special conditions peculiar to the property have caused the unwarranted hardship;

The subject property does have special conditions as it was mostly built out in the 1950's, prior to any landscaping or woodland conservation requirements. It would be an unwarranted hardship to have to remove existing buildings or parking in order to create planting areas to meet the full tree canopy coverage requirement on-site, especially when the subject applications do not involve any new development.

However, during a site visit on November 3, 2010, staff noted multiple additional locations on-site where trees could be planted without requiring removal of any existing paving or buildings. These include empty tree wells along Hamilton Street and 31st Avenue, open areas along the northern and northeastern property lines, where there are already existing trees, and between the building and the property line along the far eastern part of the property within Parcel F. The Planning Board found that a total of approximately 8 shade trees, and five evergreen trees can be added, within these areas, for an additional 2,250 square feet of tree canopy coverage, on top of what is already shown on the submitted site plans. Additionally, there is an existing elm tree on Parcel B-2 and an existing black cherry and mulberry tree along the northeastern property line of Residue Parcel F that are being credited towards the tree canopy coverage requirement. These three trees are either dead, diseased or dying based on a visual evaluation during the site visit. The canopy area for these trees, a total of 1,150 square feet, should be removed from the total tree canopy coverage provided on-site as they do not provide adequate coverage in their current conditions.

With the subtraction of these three trees and the addition of the 13 others in the suggested areas, the new total tree canopy coverage provided for the subject properties would be 21,750 square feet or 8.25 percent. Therefore, the variance amount required would be reduced to 1.75 percent, or 4,602 square feet, which represents a sufficient allowance given the specific conditions on the property as it is currently developed. Conditions have been included in this approval that require the site plan be revised to show the additional proposed trees and the revised tree canopy coverage worksheet to reflect the additional trees. Given the unusual nature of the subject application which will not lead to subsequent building or grading permits, a condition requiring the planting of all proposed trees prior to the issuance of any use and occupancy permits has also been included.

(B) Enforcement of these rules will deprive the applicant of rights commonly enjoyed by others in similar areas;

If the tree canopy coverage requirement was fully enforced, the applicant would have to demolish parking areas or buildings, despite the fact that these applications do not involve any new development, thereby, in all likelihood, denying them the right to continue operation of one or more of the businesses in the existing viable shopping center development.

(C) Granting the variance will not confer on the applicant a special privilege that would be denied to other applicants;

A variance from the tree canopy coverage requirement on this site is appropriate given its specific condition as an older, existing development adjacent to a metro station, and the fact that the subject applications are simply for an amendment to the allowed Table of Uses and propose no new development. If, at some point in the future, an application is filed for the subject properties that involves any development or redevelopment, the tree canopy coverage requirements should be reevaluated at that time for that specific case. Therefore, granting this variance would not confer a special privilege on this applicant that would be denied to other similar applications.

(D) The request is not based on conditions or circumstances which are the result of actions by the applicant;

The request is not based on conditions which are the result of actions by the applicant as the existing development was built in the 1950's, prior to there being any landscaping or woodland preservation requirements.

(E) The request does not arise from a condition relating to land or building use, either permitted or nonconforming, on a neighboring property; and

The request for the tree canopy coverage variance does not have anything to do with conditions on neighboring properties.

(F) Granting of the variance will not adversely affect water quality.

Granting of the variance to the tree canopy coverage requirements will not adversely affect water quality in the area as the variance is necessary to validate existing conditions.

12. Further Planning Board Findings and Comments from Other Entities: The subject applications were referred to the concerned agencies and divisions. The referral comments are summarized as follows:

- a. **Community Planning North**—This application is not consistent with the 2002 General Plan Development Pattern policies for the Developed Tier and this application does not conform with the commercial/retail land use recommendations of the 2006 *Approved Transit District Development Plan and Transit District Overlay Zoning Map Amendment for the West Hyattsville Transit District Overlay Zone*.

More particularly, the purpose of the application is to amend the table of uses within the 2006 *West Hyattsville Approved Transit District Development Plan*. The West Hyattsville TDDP promotes moderate- to higher-density, pedestrian friendly development within a half mile vicinity of the metro station. The subject property is located in the Main Street Commercial/Retail District. It is part of the Hamilton Square neighborhood, which is envisioned to be the most active of the three neighborhoods due to its central location and diverse development mix.

The applicant's requested amendments to the use table and findings are as follows:

(1) Fast-food restaurant

Fast-food restaurants may be permitted without a drive through. This use would be considered an "Eating or drinking establishment, excluding drive-through service."

(2) Eating or drinking establishment with and without drive through (existing)

Eating or drinking establishment without drive through may be permitted.

(3) Eating or drinking establishment, attached to or within a group of buildings

Eating or drinking establishment, without drive through, attached to or within a group of buildings may be permitted.

(4) Pizza delivery service

On page 44 of TDDP, under section (3) Miscellaneous, "Other uses of appropriate size, which can be justified as similar to one of the uses listed in this section." Pizza delivery service is similar to an eating and drinking establishment; however, no delivery service is permitted (or recommended) per the TDDP. A delivery service is auto oriented and the intent of the main street retail/commercial district is to provide for a more pedestrian friendly environment.

(5) Building Supply store

A building supply store is not permitted or recommended. A hardware store is permitted per the TDDP page 43.

The applicant has since removed this requested use.

(6) Carpet and Floor Covering

A carpet and floor covering store is not permitted or recommended.

(7) Clothing, dry goods

Variety or dry goods store is permitted per TDDP, page 43. Clothing is not permitted nor recommended.

(8) Confectioner

A confectioner is not permitted or intended for retail/commercial use.

(9) Florist

The use is permitted per page 42 "Book (except adult book store), camera, gift, jewelry, music, souvenir, or other specialty store not specifically listed."

(10) Food or beverage goods preparation on the premises of a food and beverage store

On page 44 of TDDP, under section (3) Miscellaneous, "Other uses of appropriate size, which can be justified as similar to one of the uses listed in this section." An eating or drinking establishment without a drive through and food and beverage stores are permitted per the TDDP.

(11) Sporting good shop

This use is permitted per page 42 "Book (except adult book store), camera, gift, jewelry, music, souvenir, or other specialty store not specifically listed."

(12) Stationary or office supply store

This use is permitted per page 42 "Book (except adult book store), camera, gift, jewelry, music, souvenir, or other specialty store not specifically listed."

(13) Video game or tape store

This use is permitted per page 42 "Book (except adult book store), camera, gift, jewelry, music, souvenir, or other specialty store not specifically listed."

(14) Private School

School, private or public, all types are permitted through Special Permit in the retail/commercial land use per the TDDP, page 44.

The applicant has since removed this requested use.

(15) Medical practitioner's office

A medical practitioner's office is not consistent with a retail/commercial atmosphere and is not recommended. This type of use was intended for the mixed-use office/residential land use categories.

The Planning Board found that an office use was not intended for the retail/commercial land use area within the TDDP and, the medical practitioner's office use was eliminated from the final recommended list of permitted uses.

- b. **Transportation Planning**—From a transportation standpoint, the uses being requested are similar to uses that already exist on the site. No new construction is proposed at this time. Ager Road and Queens Chapel Road are master plan arterials and Hamilton Street is a master plan collector. It is noted that the master plan would have an impact of 40 feet along the Queens Chapel frontage, and that the existing buildings are within the planned right-of-way. Given that no construction is proposed, this issue is not enforceable at this time.
- c. **Permit Review**—Permit Review comments are either not applicable at this time, have been addressed through revisions to the plans, or are addressed through conditions of approval of this detailed site plan.
- d. **Environmental Planning**—A review of the available information indicates that streams, wetlands, 100-year floodplain and severe slopes are not found to occur on the subject property. Transportation-related noise impacts from Ager Road, a designated arterial roadway, are not an issue because no residential or residential-type uses are proposed with this application. The soil found to occur according to the *Prince George's County Soil Survey* is in the Elsinboro-Urban Land complex series. Elsinboro soils have no limitation with respect to development. According to available information, Marlboro clay is not found to occur on this property. According to information obtained from the Maryland Department of Natural Resources Natural Heritage Program, there are no rare, threatened, or endangered species found to occur in the vicinity of this property. There are no designated scenic and historic roads adjacent to this property. This property is located in the Northwest Branch watershed of the Anacostia River basin, in the Developed Tier as reflected in the adopted General Plan. The West Hyattsville TDDP does not contain any environmental design standards specific to the subject site.
- e. **Potomac Electric Power Company (PEPCO)**—PEPCO did not offer comments on the subject application.

- f. **City of Hyattsville**—In a letter dated October 12, 2010, the City of Hyattsville stated the the City is not supportive of many of the applicant's requested uses, as they are inconsistent with the intent of transit-oriented design. Due to the number of requested amendments to the Table of Uses, it is the City's position that the applicant's request for changes should be made through an application to revise the zoning of the TDDP, so that the requested amendments can be reviewed in a comprehensive manner.

The Planning Board found that the applicant is able to request a change to the list of allowed uses in a T-D-O Zone per Section 27-548.09.01 of the Zoning Ordinance, which puts no limitation on how extensive the requested change can be. This DSP has been filed in accordance with this section.

- g. **Town of Brentwood**—The Town of Brentwood did not offer comments on the subject application.
- h. **Town of North Brentwood**—The Town of North Brentwood did not offer comments on the subject application.
- i. **City of Mount Rainier**—The City of Mount Rainier did not offer comments on the subject application.

13. **Required Finding for Detailed Site Plan**

As required by Section 27-285(b) of the Zoning Ordinance, the detailed site plan will, if approved in accordance with proposed conditions and limitations on proposed uses, represent a reasonable alternative for satisfying the site design guidelines of Subtitle 27, Part 3, Division 9, without requiring unreasonable cost and without detracting substantially from the utility of the proposed development for its intended use.

Additionally, per Section 27-285(b)(4) of the Zoning Ordinance, which became effective on September 1, 2010, a required finding for approval of a detailed site plan is as follows:

The Planning Board may approve a Detailed Site Plan if it finds that the regulated environmental features have been preserved and/or restored in a natural state to the fullest extent possible.

There are no regulated environmental features found on the subject property; therefore, no preservation or restoration is necessary.

NOW, THEREFORE, BE IT RESOLVED, that pursuant to Subtitle 27 of the Prince George's County Code, the Prince George's County Planning Board of The Maryland-National Capital Park and Planning Commission adopted the findings contained herein and APPROVED the Detailed Site Plan DSP-10011 and further approved Variance Application No. VTC-10011 subject to the following conditions:

1. Prior to certification of the plan, the applicant shall:
 - a. The existing conditions plan shall be relabeled as the natural resources inventory (NRI) for the property and be submitted for approval.
 - b. Submit a copy of a standard letter of exemption for the property.
 - c. Revise the landscape plan and tree canopy coverage worksheet to show, at minimum, an additional 8 proposed shade trees, and five proposed evergreen trees in open tree wells and planting areas throughout the site.
 - d. Revise the plan to list the additional permitted uses, use limitations, and note the provisions regarding the existing eating or drinking establishment, with drive-through service, per Condition 3.
2. Prior to issuance of any use and occupancy permits within the entire property, the proposed trees, as shown on the certified DSP, shall be planted.
3. The following modifications shall be made to the applicant's request and to the Table of Uses for the commercial/retail section of the July 2006 Approved Transit District Development Plan and Transit District Overlay Zoning Map Amendment for the West Hyattsville Transit District Overlay Zone. The modifications to the Table of Uses are **only applicable to the subject site, as follows:**
 - a. The following uses shall be added as permitted uses (P):
 - (1) Eating or drinking establishment, without drive-through service
 - (2) Pizza delivery service
 - (3) Carpet or floor covering
 - (4) Clothing, dry goods
 - (5) Confectioner
 - (6) Florist

- (7) Food or beverage goods preparation on the premises of a food and beverage store
 - (8) Sporting goods shop
 - (9) Stationary or office supply store
 - (10) Video game or tape store
- b. The use table changes hereby approved for Queens Chapel Town Center are subject to the following limitations:
- (1) Pizza delivery service is permitted provided an additional parking space, over and above the required number of parking spaces, is provided at the rear of the building for each vehicle to be used for delivery. No more than six vehicles shall be permitted for the delivery service.
 - (2) Carpet or floor covering store shall be showroom and retail only and only in those locations where there is an existing rear loading area or loading dock. No outside storage or display of products shall be permitted.
 - (3) A confectioner shall be for retail use only and not to exceed 3,000 square feet.
 - (4) Food or beverage goods preparation on the premises of a food and beverage store is permitted provided the goods are only sold on the premises and at retail.
 - (5) A sporting goods shop shall be permitted provided that there is no outside storage or display of products and the sale of firearms and ammunition is prohibited.
 - (6) Video game or tape store uses shall not include adult, X-rated, nude or semi-nude venues of any type, including, but not limited to, film, digital, hologram and similar technology, and live performance.
- c. Within Queens Chapel Town Center, any eating or drinking establishment, with drive-through service, operating pursuant to an approved detailed site plan as of the effective date of County Council Resolution CR-24-2006, shall remain valid, be considered a legal use, and shall not be deemed a nonconforming use. Such eating or drinking establishments, with drive-through service, and their underlying detailed site plans may be modified pursuant to the existing provisions relating to revisions or

amendments to detailed site plans generally as they exist in the Zoning Ordinance. If the use is discontinued for a period of 180 or more consecutive calendar days, unless the conditions of non-operation were beyond the control of the owner or holder of the use and occupancy permit, then the use shall no longer be considered a legal use.

BE IT FURTHER RESOLVED, that an appeal of the Planning Board's action must be filed with the District Council of Prince George's County within thirty (30) days following the final notice of the Planning Board's decision.

* * * * *

This is to certify that the foregoing is a true and correct copy of the action taken by the Prince George's County Planning Board of The Maryland-National Capital Park and Planning Commission on the motion of Commissioner Cavitt, seconded by Commissioner Vaughns, with Commissioners Cavitt, Vaughns and Parker voting in favor of the motion, and with Commissioners Clark and Squire absent at its regular meeting held on Thursday, January 27, 2011, in Upper Marlboro, Maryland.

Adopted by the Prince George's County Planning Board this 24th day of February 2011.

Patricia Colihan Barney
Executive Director

By Jessica Jones
Acting Planning Board Administrator

PCB:JJ:JK:arj

R E S O L U T I O N

WHEREAS, the Prince George's County Planning Board is charged with the approval of Conceptual Site Plans pursuant to Part 3, Division 9 of the Zoning Ordinance of the Prince George's County Code; and

WHEREAS, in consideration of evidence presented at a public hearing on January 27, 2011, regarding Conceptual Site Plan CSP-10002 for Queens Chapel Town Center, the Planning Board finds:

1. **Request:** The subject application requests an amendment for the Table of Uses for the West Hyattsville Transit District Development Plan (TDDP), specifically for the shopping center known as Queens Chapel Town Center.

2. **Development Data Summary**

	EXISTING	APPROVED
Zone	M-X-T/R-55/T-D-O	M-X-T/R-55/T-D-O
Use(s)	Shopping Center	Shopping Center
Acreage	6.05	6.05
Parcels	15	15
Building Square Footage/GFA	64,740	64,740

On-Site Parking Data

	Existing
Standard Spaces	229
Parallel Spaces	3
Handicapped Spaces	11 (6 Van Accessible)
Total	243 (11 Handicapped)

3. **Location:** The site is in Planning Area 68 and Council District 2. More specifically, it is located in the northwest corner of the intersection of Hamilton Street and Queens Chapel Road.
4. **Surrounding Uses:** The subject property is bounded to the south by Hamilton Street, and, across the street, by commercially developed property in the M-X-T Zone; to the east by Queens Chapel Road, and, across the road, by commercially developed property in the M-X-T Zone; to the west by Ager Road, and, across the road, by a metro parking lot in the M-X-T Zone; to the northeast by Hamilton Manor Apartments in the R-18 Zone; and to the north, by single-family homes in the R-55 Zone.

5. **Design Features:** The subject parcels are already developed with various commercial buildings that present themselves as a shopping center. This CSP proposes no new physical development on-site, so the following is a description of the existing layout of the property.

The shopping center is comprised of multiple connected and disparate buildings measuring a total of 64,740 square feet divided over 15 parcels, all of which are under the same ownership. The buildings are generally located no more than 14 feet behind the right-of-way line along Hamilton Street and Queens Chapel Road, although one building is set back further, at approximately 48 feet. The on-site parking is generally located behind the buildings, accessed from a public alley that runs along the rear of the property, although there are a few locations in which small parking lots are adjacent to the rights-of-way. Additionally, for most of the site's frontage along Hamilton Street and 31st Avenue, either angled or parallel parking spaces are located within the rights-of-way. The site is accessed from multiple driveways off of Ager Road, Queens Chapel Road, Hamilton Street, and 31st Avenue.

Starting at the southwest corner of the site is Residue Parcel A-13, which is the subject of a prior approval of Detailed Site Plan DSP-00040, and is developed with a 2,839-square-foot, brick and stucco, fast-food, Kentucky Fried Chicken restaurant. This building sits within 2.5 feet of the right-of-way at the corner of Hamilton Street and Ager Road and the existing drive-through lane runs along the north side of the building, with parking beyond it. Within the eastern portion of this parcel is a one-story, cinder block, 4,523-square-foot building with three tenants, specifically a bakery, furniture store and liquor store. There is parking located between this building and Hamilton Street and within a parking lot that takes up the remainder of the eastern portion of the parcel.

The portion of the site from the eastern property line of Residue Parcel A-13 to 31st Avenue is divided into ten parcels of varying size. One large, 22,790-square-foot, brick, stone and cinder-block building sits across all of these parcels, set back approximately ten feet from the Hamilton Street right-of-way, with multiple tenants including a barber, restaurant, dry cleaners and nail salon, among others. Additional parking and loading spaces are then provided behind the buildings along the northern property line, with access via the adjacent alley.

On the eastern side of 31st Avenue, is Parcel B-3 which includes a single, 5,971-square-foot, brick and concrete building, located within nine feet of the Hamilton Street right-of-way, with four tenants, specifically a restaurant, dollar store, hair salon and barber. Parking and loading are located at the rear of the building with access from the alley that runs along the northern property line. To the east is Parcel B-2, which has a parking lot along the western edge and a portion of a brick and glass building, with a convenience store tenant, in the southeastern corner, which sits within 12 feet of the Hamilton Street right-of-way. This building extends to the east into the adjacent Residue Parcel B-1 for a total area of 8,584 square feet and includes two more tenants, a pet groomer and a post office. After a small gap, another 13,360-square-foot, brick and glass building runs parallel to and stays within nine feet of the right-of-way line at the corner of

Hamilton Street and Queens Chapel Road. This building houses seven tenants including a bank, bridal store, and restaurants, among others.

Across a 20-foot public alley is Residue Parcel F, which sits along the northern and eastern boundaries of the entire subject property. It has one small, 6,673-square-foot, brick and concrete, three-tenant building in the eastern corner fronting on Queens Chapel Road, sitting within nine feet of the right-of-way. The rest of this parcel is asphalt parking and gravel areas that wrap around the north side of the public alley between the shopping center and the adjacent residential areas.

6. **Previous Approvals:** The existing buildings on-site were mostly built prior to 1965 and have been the subject of various permits over the years. Detailed Site Plan DSP-00040, for Residue Parcel A-13, was approved by the Planning Board on December 21, 2000 (PGCPB Resolution No. 00-230), under the previous June 1998 *West Hyattsville Approved Transit District Development Plan for the Transit District Overlay Zone*, with six conditions. These conditions are no longer outstanding as they were complied with and completed through the certification, permit and construction processes.

COMPLIANCE WITH EVALUATION CRITERIA

7. **Zoning Ordinance:** The subject application is for a change in the Table of Uses for the July 2006 *Approved Transit District Development Plan and Transit District Overlay Zoning Map Amendment for the West Hyattsville Transit District Overlay Zone* (TDDP). This document supersedes the Table of Uses for permitted uses in the Zoning Ordinance for the M-X-T Zone. Additionally, since the shopping center exists and no new construction is proposed, the site plan design guidelines of the Zoning Ordinance are not applicable.

The applicant has submitted the required application for a conceptual site plan pursuant to Section 27-548.09.01(b)(6), Amendment of Approved Transit District Overlay Zone, of the Zoning Ordinance. The Planning Board evaluated the proposed uses and finds that most but not all of them meet the requirements of Section 27-548.09.01, which specifies the required findings for an amendment to the Table of Uses. The Planning Board reviewed the conceptual site plan against the criteria for approval in the M-X-T Zone as set forth in Section 27-546(d) of the Zoning Ordinance and offers the following comments:

(1) The proposed development is in conformance with the purposes and other provisions of this Division;

There is no development proposed with this plan, as the proposed changes to the Table of Uses will only allow for a change in the mix of tenants leasing space in the existing buildings on the site. All proposed uses for which approval is recommended would be consistent with the purposes and other provisions of Division 2, Part 10 (Mixed Use Zones) of the Zoning Ordinance.

- (2) **For property placed in the M-X-T Zone through a Sectional Map Amendment approved after October 1, 2006, the proposed development is in conformance with the design guidelines or standards intended to implement the development concept recommended by the Master Plan, Sector Plan, or Sectional Map Amendment Zoning Change;**

This does not apply as the site was zoned M-X-T before October 1, 2006.

- (3) **The proposed development has an outward orientation which either is physically and visually integrated with existing adjacent development or catalyzes adjacent community improvement and rejuvenation;**

The existing shopping center was renovated in 2001, 2006 and 2007 to create a unique, urban appearance, which does serve to create a strong street presence that is integrated with the surrounding commercial uses. However, the proposed changes to the Table of Uses will result only in a change in the mix of tenants leasing space in the existing buildings on the site, with no new construction proposed. Therefore, the proposed conceptual site plan will have no impact on the existing development's outward orientation, or its physical or visual integration with existing adjacent development.

- (4) **The proposed development is compatible with existing and proposed development in the vicinity;**

Proposed changes to the Table of Uses, as limited by the conditions of approval, will not reduce or compromise the compatibility of the existing shopping center with the other existing or proposed developments in the transit district.

- (5) **The mix of uses, and arrangement and design of buildings, and other improvements reflect a cohesive development capable of sustaining an independent environment of continuing quality and stability;**

The mix of uses will be enhanced by the expansion of permitted uses in the Table of Uses, as limited by the conditions of approval, and better enable the shopping center to sustain an independent environment of continuing quality and stability.

- (6) **If the development is staged, each building phase is designed as a self-sufficient entity, while allowing for effective integration of subsequent phases;**

No additional development is proposed at this time; therefore, there is no proposed staging.

- (7) **The pedestrian system is convenient and is comprehensively designed to encourage pedestrian activity with the development;**

The shopping center is located entirely within one-half mile of the West Hyattsville Metro Station. It is surrounded by sidewalks on the southern, eastern and western edges of the property, along Hamilton Street, Queens Chapel Road, and Ager Road, which provide connections to the pedestrian system within the transit district area. Proposed changes to the Table of Uses, as limited by the conditions of approval, will not reduce or compromise the convenience or design of facilities provided for pedestrians in the development.

- (9) **On a Conceptual Site Plan for property placed in the M-X-T Zone by a Sectional Map Amendment, transportation facilities that are existing; that are under construction; or for which one hundred percent (100%) of construction funds are allocated within the adopted County Capital Improvement Program, or the current State Consolidated Transportation Program, will be provided by the applicant, or are incorporated in an approved public facilities financing and implementation program, will be adequate to carry anticipated traffic for the proposed development. The finding by the Council of adequate transportation facilities at the time of Conceptual Site Plan approval shall not prevent the Planning Board from later amending this finding during its review of subdivision plats.**

The conceptual site plan does not propose any new development on the subject property and therefore, presents no new transportation demands or requirements.

- (11) **On a property or parcel zoned E-I-A or M-X-T and containing a minimum of two hundred fifty (250) acres, a Mixed-Use Planned Community including a combination of residential, employment, commercial and institutional uses may be approved in accordance with the provisions set forth in this Section and Section 27-548.**

This requirement does not apply as the property contains less than 250 acres.

8. **The July 2006 *Approved Transit District Development Plan and Transit District Overlay Zoning Map Amendment for the West Hyattsville Transit District Overlay Zone (TDDP)*:** The transit district development plan (TDDP) places the Queens Chapel Town Center shopping center in the Retail/Commercial Preferred Land Use category.

The applicability section of the TDDP states that all new development must show compliance with the TDDP standards in the site plan review process. Since the subject CSP shows no new development, it is not required to meet the standards at this time. However, this should not be taken to validate the existing physical development in any way or to exempt any future development or redevelopment of this property from the TDDP standards.

The applicant contends that the table of uses for this particular subarea is too restrictive and does not allow many uses common to similar shopping centers. The property was retained in the M-X-T Zone at the time of the approval of the July 2006 *Approved Transit District Development Plan and Transit District Overlay Zoning Map Amendment for the West Hyattsville Transit District Overlay Zone*. The existing shopping center development does not necessarily comply with all of the recommendations for the Developed Tier per the General Plan nor the *Approved Transit District Development Plan and Transit District Overlay Zoning Map Amendment for the West Hyattsville Transit District Overlay Zone*. However, it will remain as an existing use until such time as a redevelopment application is presented and, until then, it would be best if it remains a viable shopping center with legitimate retail uses.

The applicant has requested the following uses be permitted that currently are not permitted by the use table for the sub-district in which the project is located:

- Fast-food restaurant
- Eating or drinking establishment, with or without drive through
- Eating or drinking establishment, attached to or within a group of buildings
- Pizza delivery service
- Carpet or floor covering
- Clothing, dry goods
- Confectioner
- Florist
- Food or beverage goods preparation on the premises of a food and beverage store
- Sporting goods shop
- Stationary or office supply store
- Video game or tape store
- Medical practitioner's Office

Although some of the above uses already operate in the center, they became nonconforming with the adoption of the TDDP. As to conformance with the goals of the West Hyattsville TDDP, the Planning Board found the following (TDDP, page 1):

The goal of the West Hyattsville TDDP is to provide a clear and predictable path for transit-oriented development (TOD) within the West Hyattsville TDOZ...The 2002 Prince George's County Approved General Plan (page 44) defines TOD as development that actively seeks to increase the transit use and decrease automobile dependency by:

- **Locating homes, jobs, and shopping closer to transit services;**

The shopping center is located across Ager Road from the West Hyattsville Metro Station. Amending the Table of Uses under the TDDP will offer the residents of the West Hyattsville community more food-related establishments and retail choices. A thriving

shopping center will create more job opportunities and will encourage additional commercial and residential development within close proximity to the metro.

- **Locating the mix of critical land uses (living/working/shopping) in closer proximity to one another; and**

This conceptual site plan is not proposing any changes to the shopping center; their sole purpose is to amend the Table of Uses contained in the TDDP. As mentioned above, approval of this amendment will allow the shopping center to attract a wider variety of commercial establishments, creating a better mix of shopping choices adjacent to the metro station and residential communities.

- **Establishing land use/transit linkages that make it easier to use transit (rail and bus).**

As mentioned above, the existing shopping center is in close proximity to the West Hyattsville Metro Station, which makes it easily accessible from the trains and buses en route to and from the metro station.

As stated on page 4 of the TDDP:

The main purpose of this plan is to maximize the public benefits from the West Hyattsville Metro Station. The plan sets out primary goals emphasizing the neighborhood, environment, transportation, and low-impact development (LID):

- **Promote TOD near the Metro Station and create a sense of place consistent with the neighborhood character areas.**

The existing shopping center includes a post office, a bank, and restaurants. Adding more retail choices and food establishments to the existing shopping center will create a stronger sense of place consistent with the neighborhood character area. Warehouses or manufacturing facilities are generally not transit-oriented development due to their large sizes; therefore, conditions have been included in this approval setting limitations on the carpet or floor covering store, confectioner and food or beverage goods preparation on the premises of a food and beverage store in order to ensure these types of uses are developed as retail-oriented businesses, and not as large-scale manufacturers.

- **Ensure that all new development or redevelopment in the transit district is pedestrian-oriented.**

The applicant is not proposing any new development or redevelopment to the existing shopping center. However, the current development is pedestrian-oriented as, generally, the buildings front on the street with parking in the rear. Additionally, in order to ensure all future tenants within this subject property are pedestrian-oriented, the applicant's

request for approval of a fast-food restaurant with a drive through as a permitted use is denied. However, a condition has been included in this approval that allows the existing fast-food restaurant with drive through within the subject property to remain as a valid, legal use. The pizza delivery service was deemed to be acceptable as a permitted use, despite it being generally vehicle-oriented, but a condition setting limitations on the delivery vehicles has been included in this approval, in order to limit impacts on pedestrians.

- **Restore, protect, and enhance the environment by protecting environmentally sensitive areas, minimizing impacts of development, and expanding recreational opportunities and trail and bikeway connections.**

The subject property has no environmentally sensitive areas and proposes no new development. Therefore, this goal does not apply to the subject application.

- **Maximize residential development opportunities within walking distance of the Metro Station.**

The subject properties lie within the retail/commercial land use category of the TDDP; therefore, residential development on this site would not be in conformance with the plan, despite the fact that it is within walking distance of the Metro Station. However, expanding the allowed commercial uses on the property will enhance the viability and attractiveness of the shopping center, which could in turn attract developers to pursue more residential opportunities on adjacent sites. However, in order to ensure the shopping center remains conducive to future adjacent residential development, conditions setting limitations on the type of products sold at any sporting goods shop or video game or tape store have been included in this approval.

In addition to the purposes of the West Hyattsville TDDP mentioned above, the general purposes of the TDOZ are contained in Section 27-548.03 of the Zoning Ordinance. The applicant believes that amending the Table of Uses under the TDDP complies with the purposes as follows:

- (1) **To enhance the development opportunities in the vicinity of transit stations;**

The existing shopping center is located within 1,000 feet of the West Hyattsville Metro Station and the applicant is only amending the Table of Uses at this time, to add more retail choices and food establishments to the existing shopping center. This will create more opportunities for the center, make it more competitive, and in turn spur redevelopment at some future date.

- (2) **To promote the use of transit facilities;**

The shopping center is located within 1,000 feet of the West Hyattsville Metro Station. Furthermore, the site is located between major Maryland and Washington, D.C.

employment centers which are accessible via the Metro transit system. The applicant believes that broadening the scope of uses allowed in the shopping center at this site, within such a short distance of this Metro station, will promote use of the transit system by its current and future customers.

(3) To increase the return on investment in a transit system and improve local tax revenues;

Amending the Table of Uses will increase the choices available for food establishments and retail stores and will draw in new tenants to the shopping center. A successful commercial center will generate greater tax revenues for the County.

(4) To create a process which coordinates public policy decisions, supports regional and local growth and development strategies, and creates conditions which make joint development possible;

The site is developed with an existing shopping center. The applicant is not proposing any additional development at this time.

(5) To create a process which overcomes deficiencies in ordinary planning processes and removes obstacles not addressed in those processes;

The TDOZ allows flexibility in the development process through the use of amendments to the TDDP. In this case, amending the Table of Uses under the TDDP as part of the conceptual site plan process will allow development of this retail-commercial area in a manner that is more conducive to a changing market and to the proposed development of other subareas in the transit district.

(6) To minimize the costs of extending or expanding public services and facilities, by encouraging appropriate development in the vicinity of transit stations;

More variety of retail stores and food establishments within close proximity to the West Hyattsville Metro Station will give customers more choices in one location and lessen the commute to other stores located further from the metro station, as the shopping center will be able to meet more of the needs of the customers in one area. It will encourage metro ridership and in turn decrease the use of the surrounding road network.

(7) To provide mechanisms to assist in financing public and private costs associated with development;

Public financing is not proposed as part of this application.

(8) To provide for convenient and efficient pedestrian and vehicular access to Metro stations;

The shopping center is located within 1,000 feet of the West Hyattsville Metro Station. It is surrounded by sidewalks on the western, southern, and eastern edges of the property alongside Ager Road, Hamilton Street, and Queens Chapel Road, that provide connections to the pedestrian system within the TDOZ and, therefore, convenient access to the metro station.

(9) To attract an appropriate mix of land uses;

The applicant is proposing to amend the Table of Uses under the TDDP to grant more opportunities to the customer base of the community. The underlying purpose of this amendment is to broaden the Table of Uses so as to provide a greater mix of uses at the center.

(10) To encourage uses which complement and enhance the character of the area;

The vision statement of the TDDP, page 7, encourages high-quality, compact development that will create the economic base of new shops and stores that will enhance the quality of life for everyone in Hyattsville and its immediate neighbors. The existing Table of Uses places the subject property at a competitive disadvantage. It restricts many common yet essential choices for the community, such as eating or drinking establishments, clothing stores, and shoe stores. A broader Table of Uses will attract a more diverse group of retail tenants and enhance the character of the area.

(11) To insure that developments within the Transit District possess a desirable urban design relationship with one another, the Metro station, and adjoining areas; and

The applicant is not proposing any new development at this time. Amending the Table of Uses contained in the TDDP will allow a greater mix of uses at the shopping center. Adding more choices to the retail/commercial category under the TDDP will allow the neighboring residential communities to choose from a wider variety of retail establishments from the same shopping center and lessen the commute to other stores outside the neighborhood area. A successful shopping center with a greater mix of uses will also attract customers from adjoining communities.

(12) To provide flexibility in the design and layout of buildings and structures, and to promote a coordinated and integrated development scheme.

This requirement does not apply as no new development is proposed with the subject application.

9. ***Prince George's County Landscape Manual:*** The CSP application is not subject to the *Prince George's County Landscape Manual* as there is no proposed increase in gross floor area or impervious surface and there is no change of use from a lower to higher intensity use category. Any future revisions to this plan should be reviewed for conformance to the Landscape Manual if it proposes any new physical improvements.
10. **Woodland and Wildlife Habitat Conservation Ordinance (WCO):** This property is exempt from the Prince George's County Woodland and Wildlife Habitat Conservation Ordinance because it contains less than 10,000 square feet of existing woodland. Per Sections 27-273(e) and 27-282(e) of the Zoning Ordinance, an approved natural resources inventory (NRI) and tree conservation plan or letter of exemption are now submittal requirements for a CSP. However, neither an approved NRI nor a standard letter of exemption was included in the submission package and, therefore, both must be submitted prior to certificate approval of the CSP. A tree conservation plan is not required at this time.
11. **Further Planning Board Findings and Comments from Other Entities:** The subject applications were referred to the concerned agencies and divisions. The referral comments are summarized as follows:
 - a. **Community Planning North**—This application is not consistent with the 2002 General Plan Development Pattern policies for the Developed Tier and this application does not conform with the commercial/retail land use recommendations of the 2006 *Approved Transit District Development Plan and Transit District Overlay Zoning Map Amendment for the West Hyattsville Transit District Overlay Zone*.

More particularly, the purpose of the application is to amend the table of uses within the 2006 *West Hyattsville Approved Transit District Development Plan*. The West Hyattsville TDDP promotes moderate- to higher-density, pedestrian friendly development within a half mile vicinity of the metro station. The subject property is located in the Main Street Commercial/Retail District. It is part of the Hamilton Square neighborhood, which is envisioned to be the most active of the three neighborhoods due to its central location and diverse development mix.

The applicant's requested amendments to the use table and findings are as follows:

 - (1) Fast-food restaurant

Fast-food restaurants may be permitted without a drive through. This use would be considered an "Eating or drinking establishment, excluding drive-through service."
 - (2) Eating or drinking establishment with and without drive through (existing)

Eating or drinking establishment without drive through may be permitted.

- (3) Eating or drinking establishment, attached to or within a group of buildings

Eating or drinking establishment, without drive through, attached to or within a group of buildings may be permitted.

- (4) Pizza delivery service

On page 44 of TDDP, under section (3) Miscellaneous, "Other uses of appropriate size, which can be justified as similar to one of the uses listed in this section." Pizza delivery service is similar to an eating and drinking establishment; however, no delivery service is permitted (or recommended) per the TDDP. A delivery service is auto oriented and the intent of the main street retail/commercial district is to provide for a more pedestrian friendly environment.

- (5) Building Supply store

A building supply store is not permitted or recommended. A hardware store is permitted per the TDDP page 43.

The applicant has since removed this requested use.

- (6) Carpet and Floor Covering

A carpet and floor covering store is not permitted or recommended.

- (7) Clothing, dry goods

Variety or dry goods store is permitted per TDDP, page 43. Clothing is not permitted nor recommended.

- (8) Confectioner

A confectioner is not permitted or intended for retail/commercial use.

- (9) Florist

The use is permitted per page 42 "Book (except adult book store), camera, gift, jewelry, music, souvenir, or other specialty store not specifically listed."

- (10) Food or beverage goods preparation on the premises of a food and beverage store

On page 44 of TDDP, under section (3) Miscellaneous, "Other uses of appropriate size, which can be justified as similar to one of the uses listed in this section." An eating or

drinking establishment without a drive through and food and beverage stores are permitted per the TDDP.

(11) Sporting good shop

This use is permitted per page 42 “Book (except adult book store), camera, gift, jewelry, music, souvenir, or other specialty store not specifically listed.”

(12) Stationary or office supply store

This use is permitted per page 42 “Book (except adult book store), camera, gift, jewelry, music, souvenir, or other specialty store not specifically listed.”

(13) Video game or tape store

This use is permitted per page 42 “Book (except adult book store), camera, gift, jewelry, music, souvenir, or other specialty store not specifically listed.”

(14) Private School

School, private or public, all types are permitted through Special Permit in the retail/commercial land use per the TDDP, page 44.

The applicant has since removed this requested use.

(15) Medical practitioner’s office

A medical practitioner’s office is not consistent with a retail/commercial atmosphere and is not recommended. This type of use was intended for the mixed-use office/residential land use categories.

The Planning Board found that an office use was not intended for the retail/commercial land use area within the TDDP and, the medical practitioner’s office use was eliminated from the final recommended list of permitted uses.

- b. **Transportation Planning**—From a transportation standpoint, the uses being requested are similar to uses that already exist on the site. No new construction is proposed at this time. Ager Road and Queens Chapel Road are master plan arterials and Hamilton Street is a master plan collector. It is noted that the master plan would have an impact of 40 feet along the Queens Chapel frontage, and that the existing buildings are within the planned right-of-way. Given that no construction is proposed, this issue is not enforceable at this time.

- c. **Permit Review**—Permit Review comments are either not applicable at this time, have been addressed through revisions to the plans, or are addressed through conditions of approval of this conceptual site plan.
- d. **Environmental Planning**—A review of the available information indicates that streams, wetlands, 100-year floodplain and severe slopes are not found to occur on the subject property. Transportation-related noise impacts from Ager Road, a designated arterial roadway, are not an issue because no residential or residential-type uses are proposed with this application. The soil found to occur according to the *Prince George's County Soil Survey* is in the Elsinboro-Urban Land complex series. Elsinboro soils have no limitation with respect to development. According to available information, Marlboro clay is not found to occur on this property. According to information obtained from the Maryland Department of Natural Resources Natural Heritage Program, there are no rare, threatened, or endangered species found to occur in the vicinity of this property. There are no designated scenic and historic roads adjacent to this property. This property is located in the Northwest Branch watershed of the Anacostia River basin, in the Developed Tier as reflected in the adopted General Plan. The West Hyattsville TDDP does not contain any environmental design standards specific to the subject site.
- e. **Potomac Electric Power Company (PEPCO)**—PEPCO did not offer comments on the subject application.
- f. **City of Hyattsville**—In a letter dated October 12, 2010, the City of Hyattsville stated the the City is not supportive of many of the applicant's requested uses, as they are inconsistent with the intent of transit-oriented design. Due to the number of requested amendments to the Table of Uses, it is the City's position that the applicant's request for changes should be made through an application to revise the zoning of the TDDP, so that the requested amendments can be reviewed in a comprehensive manner.

The Planning Board found that the applicant is able to request a change to the list of allowed uses in a T-D-O Zone per Section 27-548.09.01 of the Zoning Ordinance, which puts no limitation on how extensive the requested change can be. This CSP has been filed in accordance with this section.
- g. **Town of Brentwood**—The Town of Brentwood did not offer comments on the subject application.
- h. **Town of North Brentwood**—The Town of North Brentwood did not offer comments on the subject application.
- i. **City of Mount Rainier**—The City of Mount Rainier did not offer comments on the subject application.

12. **Required Finding for Conceptual Site Plan**

As required by Section 27-276(b)(2) of the Zoning Ordinance, the conceptual site plan will, if approved in accordance with proposed conditions and limitations on proposed uses, represent a most reasonable alternative for satisfying the site design guidelines without requiring unreasonable costs and without detracting substantially from the utility of the proposed development for its intended use.

Additionally, per Section 27-276(b)(4) of the Zoning Ordinance, which became effective on September 1, 2010, a required finding for approval of a conceptual site plan is as follows:

The plan shall demonstrate the preservation and/or restoration of the regulated environmental features in a natural state to the fullest extent possible.

There are no regulated environmental features found on the subject property; therefore, no preservation or restoration is necessary.

NOW, THEREFORE, BE IT RESOLVED, that pursuant to Subtitle 27 of the Prince George's County Code, the Prince George's County Planning Board of The Maryland-National Capital Park and Planning Commission adopted the findings contained herein and APPROVED the Conceptual Site Plan CSP-10002, subject to the following conditions:

1. Prior to certification of the plan, the applicant shall:
 - a. The existing conditions plan shall be relabeled as the natural resources inventory (NRI) for the property and be submitted for approval.
 - b. Submit a copy of a standard letter of exemption for the property.
 - c. Revise the plan to list the additional permitted uses, use limitations, and note the provisions regarding the existing eating or drinking establishment, with drive-through service, per Condition 3.
2. Prior to issuance of any use and occupancy permits within the entire property, the proposed trees, as shown on the certified detailed site plan (DSP), shall be planted.
3. The following modifications shall be made to the applicant's request and to the Table of Uses for the commercial/retail section of the July 2006 *Approved Transit District Development Plan and Transit District Overlay Zoning Map Amendment for the West Hyattsville Transit District Overlay Zone*. The modifications to the Table of Uses are **only applicable to the subject site, as follows:**
 - a. The following uses shall be added as permitted uses (P):

- (1) Eating or drinking establishment, without drive-through service
- (2) Pizza delivery service
- (3) Carpet or floor covering
- (4) Clothing, dry goods
- (5) Confectioner
- (6) Florist
- (7) Food or beverage goods preparation on the premises of a food and beverage store
- (8) Sporting goods shop
- (9) Stationary or office supply store
- (10) Video game or tape store

b. The use table changes hereby approved for Queens Chapel Town Center are subject to the following limitations:

- (1) Pizza delivery service is permitted provided an additional parking space, over and above the required number of parking spaces, is provided at the rear of the building for each vehicle to be used for delivery. No more than six vehicles shall be permitted for the delivery service.
- (2) Carpet or floor covering store shall be showroom and retail only and only in those locations where there is an existing rear loading area or loading dock. No outside storage or display of products shall be permitted.
- (3) A confectioner shall be for retail use only and not to exceed 3,000 square feet.
- (4) Food or beverage goods preparation on the premises of a food and beverage store is permitted provided the goods are only sold on the premises and at retail.
- (5) A sporting goods shop shall be permitted provided that there is no outside storage or display of products and the sale of firearms and ammunition is prohibited.
- (6) Video game or tape store uses shall not include adult, X-rated, nude or semi-nude venues of any type, including, but not limited to, film, digital, hologram and similar technology, and live performance.

c. Within Queens Chapel Town Center, any eating or drinking establishment, with drive-through service, operating pursuant to an approved detailed site plan as of the effective date of County Council Resolution CR-24-2006, shall remain valid, be considered a legal use, and shall not be deemed a nonconforming use. Such eating or drinking establishments, with drive-through service, and their underlying detailed site plans may be modified pursuant to the existing provisions relating to revisions or amendments to detailed site plans generally as they exist in the Zoning Ordinance. If the use is discontinued for a period of 180 or more consecutive calendar days, unless the conditions of non-operation were beyond the control of the owner or holder of the use and occupancy permit, then the use shall no longer be considered a legal use.

BE IT FURTHER RESOLVED, that an appeal of the Planning Board's action must be filed with the District Council of Prince George's County within thirty (30) days following the final notice of the Planning Board's decision.

* * * * *

This is to certify that the foregoing is a true and correct copy of the action taken by the Prince George's County Planning Board of The Maryland-National Capital Park and Planning Commission on the motion of Commissioner Vaughns, seconded by Commissioner Cavitt, with Commissioners Vaughns, Cavitt and Parker voting in favor of the motion, and with Commissioners Clark and Squire absent at its regular meeting held on Thursday, January 27, 2011, in Upper Marlboro, Maryland.

Adopted by the Prince George's County Planning Board this 24th day of February 2011.

Patricia Colihan Barney
Executive Director

By Jessica Jones
Acting Planning Board Administrator

PCB:JJ:JK:arj

West Hyattsville



INTRODUCTION

PURPOSE

The goal of the West Hyattsville TDDP is to provide a clear and predictable path for transit-oriented development (TOD) within the West Hyattsville Transit District Overlay Zone (TDOZ).

TOD is not simply development that happens to be located at or near a transit station. The 2002 Prince George's County Approved General Plan (page 44) defines TOD as development that actively seeks to increase transit use and decrease automobile dependency by:

- Locating homes, jobs, and shopping closer to transit services;
- Locating the mix of critical land uses (living/working/shopping) in closer proximity to one another; and
- Establishing land use/transit linkages that make it easier to use transit (rail and bus).

Successful TOD also produces attractive pedestrian-friendly environments around transit stations.

A TDOZ requires a TDDP approved by the District Council. The TDDP controls the use and development of all land and structures within the TDOZ (including plan submittals for preliminary plan of subdivision, conceptual site plan revisions, and detailed site plans) and the issuance and validity of all permits. All development and redevelopment is subject to a detailed site plan approved by the Prince George's County Planning Board and shall be undertaken in accordance with the applicable requirements of the Prince George's County Code unless modified by the requirements of the TDDP. All mandatory development requirements and site design development standards shall apply to all properties within the transit district, except as exempted by the Administration and Applicability Section of this TDDP. The TDDP shall be binding upon all owners of

property within the TDOZ, their heirs, successors, and/or assignees.

The West Hyattsville TDOZ defines the area within which TOD is mandated. The TDOZ process is intended to ensure that the development of land in the vicinity of Metro stations maximizes transit ridership; serves the economic and social goals of the area; and takes advantage of the unique development opportunities which mass transit provides.

The West Hyattsville TDDP contains development policies and standards that are designed to help create attractive, transit-oriented, and pedestrian-friendly neighborhoods in the area surrounding the West Hyattsville Metro Station.

BACKGROUND

Location

The West Hyattsville Transit District is located in Planning Area 68 in the northern part of Prince George's County. It encompasses 203± acres including the West Hyattsville Metro Station. This Metro station is the first of four Green Line Metrorail stations serving northern Prince George's County and is located just outside of the District of Columbia. The Green Line connects to the Red Line, which serves the District of Columbia and Montgomery County, at the Fort Totten Metro Station.

The West Hyattsville TDOZ includes a 21-acre decommissioned Washington Gas Light Company natural gas storage site added as an amendment to the 1998 West Hyattsville TDDP/TDOZ. Maps 1 and 2 show the amended TDOZ boundary and the TDOZ's location within Planning Area 68.

Development Pattern

The West Hyattsville Transit District contains a mix of development in accordance with the single-use Euclidean zone pattern of development that has been in place for many years. Commercial development is concentrated near Ager Road, Hamilton Street, Queens Chapel Road, and Chillum Road. Commercial uses vary, but are generally neighborhood in scale and service. Small retail shops and personal services, such as beauty-related establishments, are interspersed with automobile-oriented commercial sales and services.

Two shopping centers occupy the southwest quadrant of the intersection of Chillum and Queens Chapel Roads. Giant Food anchors the shopping center that fronts on Queens Chapel Road and Shoppers Food Warehouse anchors the abutting partially vacant shopping center on Chillum Road. The only public utility site in the area is the decommissioned Washington Gas Light Company natural gas storage facility. Washington Gas Light dismantled two surplus natural gas storage tanks at this site in 2002 that had existed in floodplain on the south side of the Northwest Branch Stream Valley near Chillum Road.

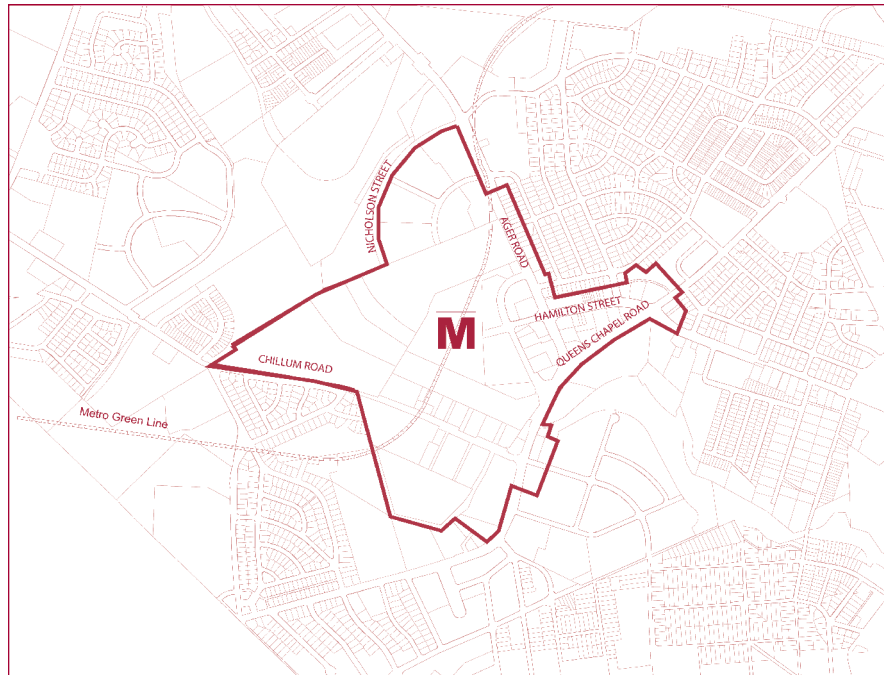
Concentrations of multifamily housing are located within walking distance of the West Hyattsville Metro Station along Queens Chapel Road and Ager Road. Single-family detached bungalows, cottages, and small Cape Cods compose the neighborhoods north of Ager Road. Larger brick homes are located in the Avondale community south of Chillum Road and further west along Queens Chapel Road.

History

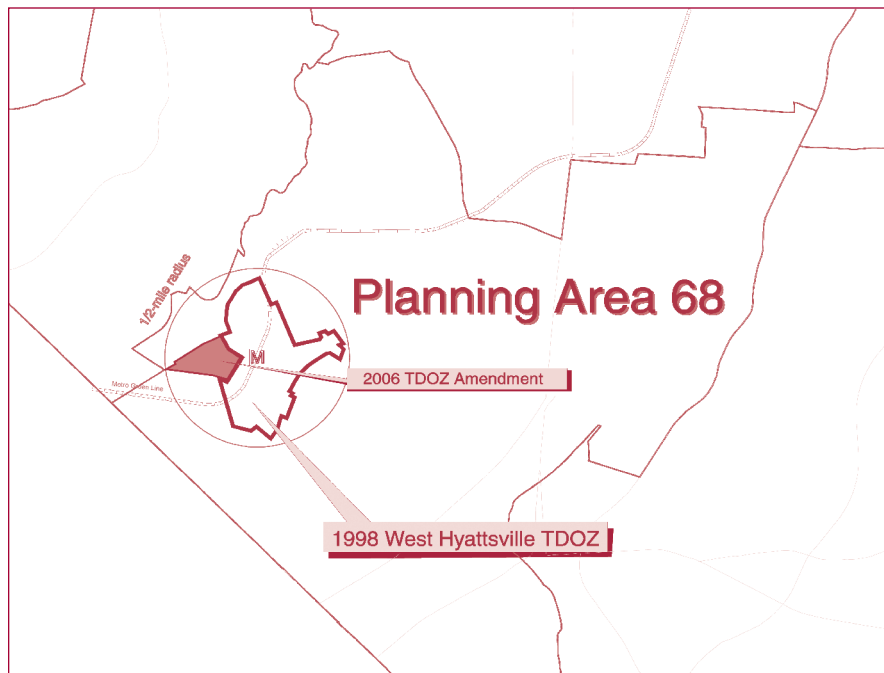
The District Council created the TDOZ in 1984 in order to address the problems of sprawl, traffic congestion, depletion of environmental resources, and the growing demand for housing opportunities. Development that meets these requirements is defined as TOD.

The TDOZ and TDDP were first applied to the West Hyattsville Metro Station area in 1992 with the provision that the plan be revisited in six years if plan implementation was not occurring. The TDOZ/TDDP was set to expire in July 1998 unless it was reenacted by the District Council. In 1998, the revised West Hyattsville TDDP was reenacted to encourage development consistent with the goals of the original TDDP.

No major new development has taken place in the transit district since the opening of the West Hyattsville Metro Station. However, the market for Prince George's County's undeveloped Metrorail station joint development sites has heated up since 2000 as similar sites in other local jurisdictions have been built out. This change in the market has resulted in serious developer interest in the West Hyattsville Metro area.



Map 1 West Hyattsville Transit District Overlay Zone—2006 Amendment



Map 2 Location of West Hyattsville Transit District Overlay Zone within PA 68

As a result, the Washington Metropolitan Area Transit Authority (WMATA) has selected a developer with whom to negotiate exclusive joint development rights for WMATA-owned property at the Metro station. In response, the TDDP has been revised to better facilitate TOD in the West Hyattsville Transit District.

LEGAL CONTEXT FOR THE PLAN

Relationship to the Underlying Zones

The TDOZ is superimposed over the zoning map for the subject area and thereby modifies specific requirements of those underlying zones. The TDDP for a TDOZ can change the underlying zoning of the property within the transit district by following the procedures set forth in the Prince George's County Zoning Ordinance, Part 10A, Section 27-548.02 to 27-548.09.

The main purpose of this plan is to maximize the public benefits from the West Hyattsville Metro Station. The plan sets out primary goals emphasizing the neighborhood, environment, transportation, and low-impact development (LID):

- Promote TOD near the Metro Station and create a sense of place consistent with the neighborhood character areas.
- Ensure that all new development or redevelopment in the transit district is pedestrian-oriented.
- Restore, protect, and enhance the environment by protecting environmentally sensitive areas, minimizing impacts of development, and expanding recreational opportunities and trail and bikeway connections.
- Maximize residential development opportunities within walking distance of the Metro station.

Relationship to the Prince George's County Zoning Ordinance

The West Hyattsville TDDP standards and guidelines shall apply to all proposed new development submitted for approval on or after the TDDP's effective date of enactment by the District Council. For development standards not covered by the West Hyattsville TDDP, the other applicable sections of the Prince George's County Zoning Ordinance shall serve as the requirement. All development shall likewise comply with all relevant

federal, state, county, and local regulations and ordinances.

Relationship to the Master Plan

The 1998 Approved Transit District Development Plan for the West Hyattsville Transit District Overlay Zone amended the 1994 Approved Master Plan and Sectional Map Amendment for Planning Area 68 with respect to land use recommendations within the West Hyattsville TDOZ. This TDDP supersedes the 1998 West Hyattsville TDDP and is hereby incorporated into the 1994 Planning Area 68 Master Plan as the governing plan for new development within the West Hyattsville TDOZ.

Relationship to the General Plan

The General Plan provides the county with guidance on future physical and economic development. This guidance is given through countywide land utilization policies such as economic development, the environment, transportation, housing, public facilities, and design. These policies offer extensive guidance on the need to concentrate future development, balance environmental concerns with economic development, create Metro centers that serve both existing and future communities, encourage a greater range of housing types, maintain adequate public facilities service levels, and articulate a vision and standards for the design of the physical environment.

The General Plan delineates three growth management areas known as tiers: the Developed Tier, the Developing Tier, and the Rural Tier. The West Hyattsville Transit District is within the Developed Tier. Within the Developed Tier four policies govern land development:

- Policy 1—Encourage medium to high-density, mixed-use, transit- and pedestrian-oriented development;
- Policy 2—Preserve, restore and enhance environmental features and green infrastructure elements;
- Policy 3—Provide a transportation system that is integrated with and promotes development and revitalization; and

- Policy 4—Plan and provide public facilities to support and fit into the Developed Tier’s development pattern.

The General Plan specifically targets growth to a limited number of designated centers and corridors within the Developed Tier oriented to direct service by Metrorail. The West Hyattsville Metro Station area is defined as a Community Center where concentrations of activities, services and land uses serve the immediate community. These centers include a variety of public facilities and services, and integrated commercial, office, and residential development. They can also include mixed-use and higher-intensity redevelopment, particularly when served by mass transit.

Relationship to the State Planning Act

The TDDP for West Hyattsville seeks to implement the visions of the Maryland Economic Growth, Resource Protection and Planning Act, which was enacted in 1992 to establish consistent general land use policies to be implemented locally throughout the state. These policies are stated as the following eight visions:

1. Development is concentrated in suitable areas.
2. Sensitive areas are protected.
3. In rural areas, growth is directed to existing population centers and resource areas are protected.
4. Stewardship of the Chesapeake Bay and the land is a universal ethic.
5. Conservation of resources, including a reduction in resource consumption, is practiced.
6. To assure the achievement of 1 through 5 above, economic growth is encouraged and regulatory mechanisms are streamlined.
7. Adequate public facilities and infrastructure under the control of the county or municipal corporation are available or planned in areas where growth is to occur.
8. Funding mechanisms are addressed to achieve these visions.

These visions have been adopted as official state policy. The eight visions constitute a comprehensive set of guiding principles that describe how and where growth

and development should occur and also call for a land and water stewardship ethic to guide individual and group action.

TRANSPORTATION DEMAND MANAGEMENT

The 2002 General Plan envisions quality TOD at Developed Tier Centers at Metrorail stations such as West Hyattsville. However, implementing the General Plan vision for the Developed Tier poses a major policy challenge in the West Hyattsville TDOZ: balancing the optimum mix and densities of land uses with the transportation infrastructure and services that are needed to efficiently accommodate them. To this end, the TDDP seeks to ensure the overall operational integrity of all components (modes) in the transportation network in and near the West Hyattsville Transit District.

This TDDP is premised on the assumption that, at buildout, the preferred development pattern in the West Hyattsville Transit District may generate levels of automotive congestion that are somewhat higher than would exist here at less intense levels of development. However, the TDDP is also predicated on the parallel assumption that greater vehicular congestion within the TDOZ can be mitigated by (1) improvements to other components of the transportation network—particularly transit and transportation demand management initiatives—and (2) ensuring that new development is designed to be both pedestrian- and transit-friendly. Doing this will encourage significantly higher use of transit and make it desirable and safe to use bicycles or to walk to and within the TDOZ.

There are few options to add or expand roads to accommodate the additional vehicular traffic that may result from new development within the West Hyattsville TDOZ. The major and minor collector roads and the arterials in the transit district are already built out to their master plan rights-of-way and alignments. Further, the street networks in adjoining neighborhoods are not envisioned in the plan as playing a significant role in accommodating future through traffic in the TDOZ. Therefore, a multimodal transportation network that integrates the development pattern with expanded public transportation, pedestrian/bicycle pathways,

and transportation demand management (TDM) initiatives will be needed to accommodate the desired development and to help ensure operational integrity of all components of the transportation network within the West Hyattsville TDOZ.

TDM is defined in Section 20A-201 of Title 20A, Transportation, of the Prince George’s County Code as “...a process or procedure intended to reduce vehicle trips during specified periods of the day. This includes, but is not limited to, such strategies as car and van pools, transit use incentives, parking fees and disincentives, improved pedestrian and bicycle access and facilities.” Title 20A contains guidelines for implementing TDM strategies, including the establishment and operation of designated TDM Districts.

The West Hyattsville TDDP authorizes the establishment of a transportation demand management district (TDMD) for the transit district through petition to the Council in accordance with Section 20A-204 of the Prince George’s County Code. Upon receipt of the petition, the Council shall direct the Planning Board to conduct a Transportation System Capacity Analysis to determine whether or not transportation system imbalances will require the establishment of a TDMD. Any TDMD thus established will help implement the General Plan Policy (Developed Tier Policy 3, page 35) that recommends transportation systems be both multimodal and integrated with the preferred development patterns in intensive, higher density, mixed-use areas such as the West Hyattsville TDOZ.

The TDMD is intended to:

- Ensure that the preferred development pattern can be achieved in the West Hyattsville TDOZ while preserving or enhancing the operational integrity of all components of the transportation network in the transit district and in this part of Prince George’s County.
- Reduce, or divert to other modes, the vehicle trips generated by the proposed development and redevelopment in the West Hyattsville transit district, particularly of single-occupant vehicle (SOV) trips during the peak traffic periods.

- Provide and maintain adequate, multimodal transportation and mobility options for the transit district’s residents, workers, and visitors.
- Establish and maintain a multimodal network of transportation services and facilities that is consistent with and supports:
 - The development pattern recommendations for West Hyattsville as a General Plan Community Center;
 - All other provisions of the West Hyattsville TDDP;
 - Goals, objectives and policies of the 2002 Prince George’s County Approved General Plan; and
 - Upon its adoption and approval, the applicable provisions of the Countywide Master Plan of Transportation (MPOT).

The TDDP also establishes a Transportation Demand Management Technical Advisory Committee (TDMTAC) to implement the policies required to achieve the West Hyattsville TDMD’s service objectives.

The TDMTAC will evaluate, analyze, and manage the transportation demand generated by new development and redevelopment in the transit district in accordance with the provisions of Title 20A, Subdivisions 2 and 3. It will also coordinate the supporting transportation services—particularly feeder bus and commuter intercept transit bus services and demand management programs for employers in the West Hyattsville Transit District—needed to accommodate that development. TDMTAC will also assist the District Council in determining transportation adequacy in the transit district in accordance with the procedures and guidelines of Title 20A. Staff support for TDMTAC will be provided by the M-NCPPC Transportation Planning Section, Countywide Planning Division.

AMENDMENT PROCEDURES

The West Hyattsville TDDP has been formulated in accordance with the requirements of the Prince George’s County Zoning Ordinance, as stipulated in Section 27-213.02 through 27-213.05. The specific steps are graphically illustrated in Appendix A: TDOZ/TDDP Procedural Sequence Chart.

West Hyattsville



VISION: TOD IN THE WEST HYATTSVILLE TDOZ

VISION STATEMENT

The West Hyattsville Transit District Development Plan (TDDP) offers an unprecedented opportunity to attract new jobs and residents on underutilized land around an existing Metrorail Green Line station (the first stop outside of the District). The potential exists for approximately 3,100 housing units of diverse building types, 1,000,000 square feet of office/commercial space providing potentially 3,300 jobs, an extensive system of civic, park and open spaces, and a finely balanced street and circulation network that maximizes accessibility while promoting streets as places of shared use. Map 3: Illustrative Plan provides a visual overview of the West Hyattsville Transit District Overlay Zone (TDOZ) at its full potential build-out.

The plan recognizes and builds upon the unique characteristics of the surrounding neighborhoods and promotes a wide range of building types. For housing, the plan provides a variety of unit types and densities

that will accommodate changing lifestyles for current Hyattsville residents and provide options attractive to new residents. High quality, compact development will create the economic base for new shops, stores, and cultural and entertainment venues that will enhance the quality of life for everyone in Hyattsville and its immediate neighbors. The plan does not include big box retail; instead, smaller scale retail enterprises, more consistent with the scale and character of the existing businesses on Hamilton Street, are proposed. The result will be many innovative, energy efficient, and aesthetically pleasing buildings and public places that attract people from throughout the county.

Hyattsville Community Development Corporation. The Hyattsville Community Development Corporation (Hyattsville CDC) is a 501(c)(3) nonprofit membership planning and development organization. As the leading community-based organization facilitating the development of the City of Hyattsville, Hyattsville CDC has made significant contributions through its



LEGEND

- | | |
|------------------------|-------------------------|
| (S) Structured parking | (AR) Arts residential |
| (M) Metro station | (SP) Soccer park |
| (TS) Town square | (MS) Main street retail |
| (R) Residential | |

0 200 400 600 800 1,000 Feet

Map 3 Illustrative Plan

ability to mobilize and engage citizens, ensure diverse representation in the planning process, and create partnerships with government, private and nonprofit entities. Therefore, the Hyattsville CDC should play a role in bringing the views of the community to the table as the development of the West Hyattsville Metro Station takes shape.

PLAN ELEMENTS

The West Hyattsville TDDP envisions compatible moderate- to higher-density development, located within an easy walk of a major transit stop, generally with a mix of residential, employment, and shopping opportunities, designed for pedestrians without excluding the automobile. This type of development is known as transit-oriented development, or TOD (see definition of TOD in Introduction). TOD can be new construction or redevelopment with a design and orientation that facilitate transit use. According to the General Plan (pages 44-45), successful TOD is characterized by three key elements:

- **Density:** Intensity of development sufficient to provide a mass of transit riders.

- **Diversity—Mix of Land Uses:** A mix of complementary uses with interactions that help to promote transit ridership by locating intermediate work trip destinations near public transit stations.
- **Design:** Development that creates attractive pedestrian-friendly environments and encourages residents, workers, and visitors to arrive by modes of transportation other than the automobile; i.e., public transit, walking, and bicycle.

TOD at West Hyattsville is supported by four key elements: neighborhoods, environment, transportation, and low-impact development (LID). Figure 1: West Hyattsville TDOZ Plan Elements illustrates the relationship between these elements and TOD.

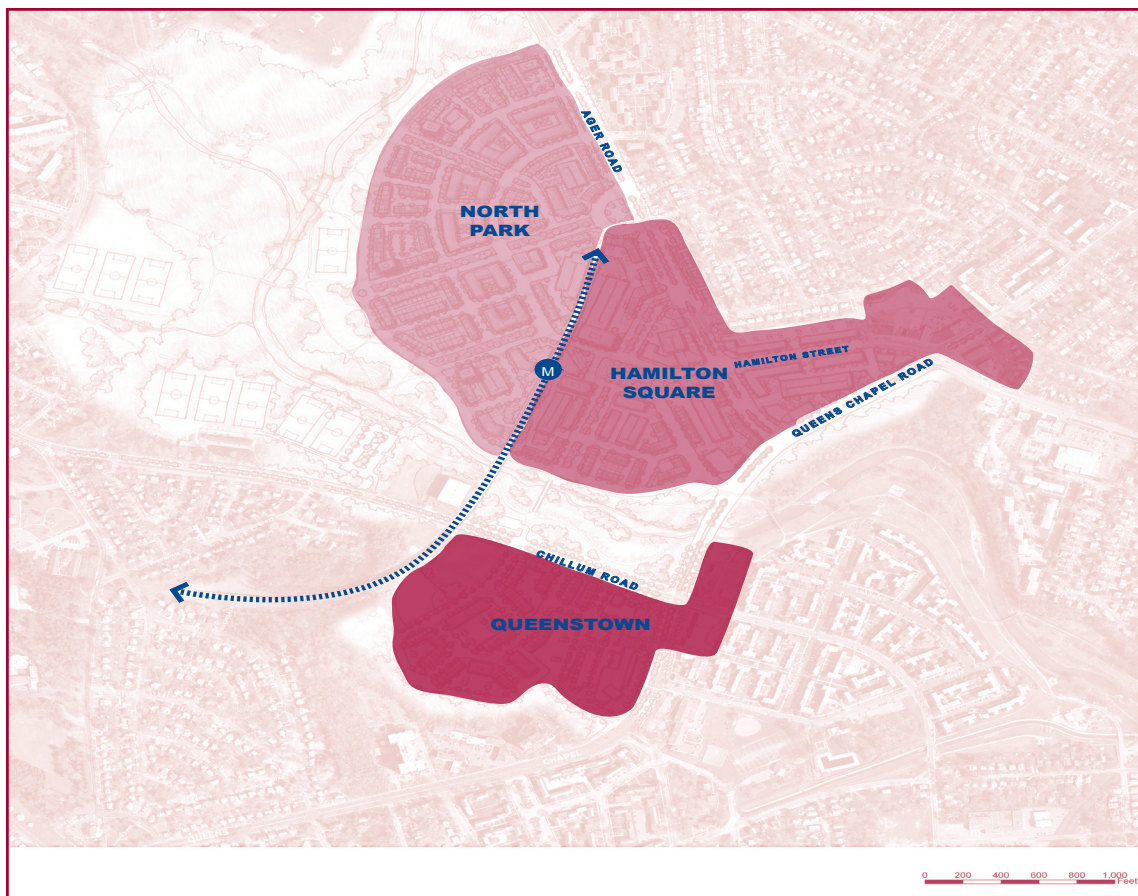
Neighborhoods are essential components of the plan. Definable neighborhoods encourage citizens to take responsibility for the maintenance and development of their neighborhoods. The neighborhoods should be compact, mixed-use, and pedestrian-friendly so that many activities of daily living are within close proximity. They are safe, comfortable, and interesting and are defined as much by the quality of their open spaces as by the quality of their buildings.

Environment consists of natural features and processes, wildlife, habitat, parks, recreation, and open spaces. Respect for the environment improves the quality of life for people and all creatures. Successful communities typically provide a range of natural areas, parks, and open spaces such as tot lots, ball fields, and gardens, as neighborhood amenities that define edges and provide connections.

Transportation elements, such as streets, pedestrian pathways, and rail transit rights-of-way, help organize community structure. When these elements are properly planned and designed, they allow independence for all residents. Such independence is especially important for the young and the elderly, who are unable or unwilling to drive. The best streets are places of shared use that balance the needs of pedestrians, bicycles, and vehicles. Well-designed streets are beautiful as well as functional and provide a graceful setting for a community's architecture.



Figure 1 West Hyattsville TDOZ Plan Elements



Map 4 Three Distinct Neighborhoods

Low-Impact Development mitigates potential environmental impacts associated with excess stormwater runoff from paved and other impervious surfaces. It uses techniques such as green roofs, extensive landscaping, bioswales, and other creative uses of open space.

Neighborhoods

The TDDP envisions three distinct neighborhoods in the West Hyattsville TDOZ: Hamilton Square, North Park, and Queenstown (see Map 4). The character and attributes of the three planned neighborhoods are described below.

Hamilton Square: This will be the most active of the three neighborhoods. Centrally located, it will contain the most diverse development mix—several types of residential units, office space, and stores. The neighborhood’s center will be Hamilton Town Square,

a large, formally landscaped open civic space. Adjacent to the square will be a high-rise office tower, a multi-generational community center, and Metro Station Plaza, which will accommodate transit bus boarding and drop-offs. The Town Square will bisect a proposed LID street that connects Ager Road with the Northwest Branch stream valley park.

North Park: Located just north of the Metro tracks, this will be a primarily residential neighborhood with a diverse mix of housing types. Its residents will enjoy a direct connection to the Metro station and convenient access to the Northwest Branch stream valley park. It will contain several LID streets designed to contain and minimize stormwater runoff into the adjacent Northwest Branch. North Park will also contain a number of neighborhood and smaller “pocket” parks—one acre or less in size—that will be designed for active use by

younger children and their parents. Small, neighborhood-focused retail will be at the intersection of the primary internal streets, within two blocks of the Metro station. Three taller residential buildings at the edge of North Park will offer outstanding views and surveillance of the stream valley park, increasing the safety of the park.

Queenstown: This neighborhood will be a lively live/work mixed-use district located just south of Northwest Branch stream valley park and Chillum Road. New retail would occupy the old Giant Food site. North of Chillum Road, existing auto-oriented service establishments and portions of the existing Washington Gas Light Company natural gas storage site will be replaced by open space. The new open space will allow neighborhood residents to pursue softball, soccer, and other active sports or enjoy a stroll along the new wetland trails adjacent to Northwest Branch.

Environment

One of the West Hyattsville TDDP's unique assets is the substantial increase in parks and open space, with additional pedestrian and bike paths. The plan also reclaims previously developed open space in the floodplain. The plan envisions a variety of public parks and public plazas throughout the TDOZ area. These elements will provide important social, recreational, and environmental benefits (refer to Map 5: Illustrative Parks and Open Space Plan). These spaces will act as organizing features and landmarks, providing neighborhood orientation, definition, and connection. They will add grace and balance to what is envisioned as a compact, diverse, built environment that supports and celebrates neighborhood life. They will also help to preserve wildlife habitat within the Northwest Branch stream valley park. The character of the environment within the TDOZ varies from formally landscaped neighborhood parks and streetscapes to more informal, natural areas along the neighborhood edges.

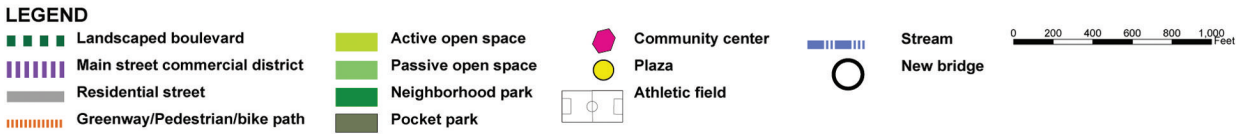
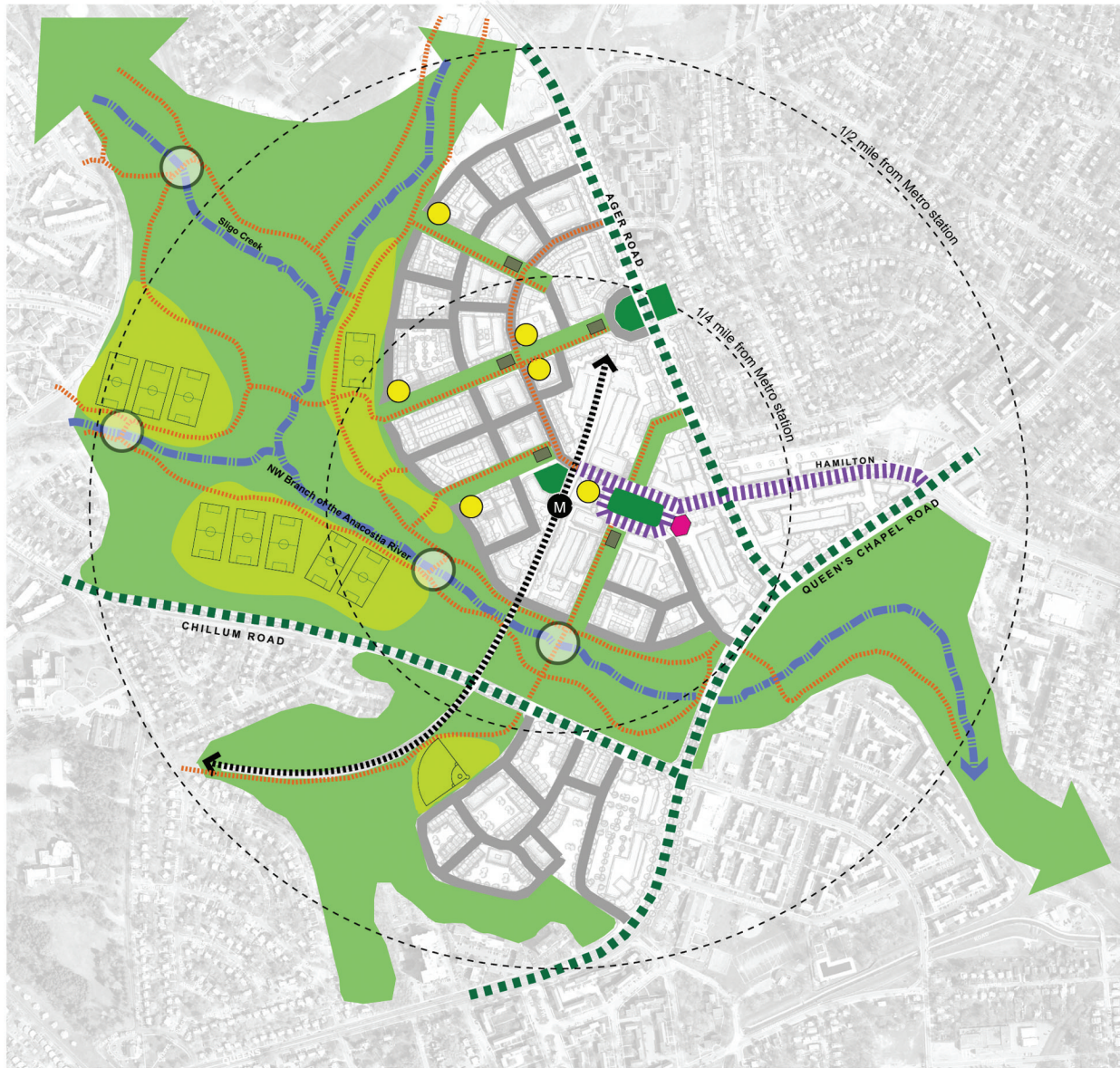
The key features of the environmental element of the West Hyattsville TDDP are described in detail below. Figures 2 through 6 include locator maps showing where each feature is located in the West Hyattsville TDDP.

Hamilton Town Square: The Hamilton Town Square (shown in Figure 2) will be the functional and physical

core of the West Hyattsville TDOZ community. Across the street to the northwest is the new Metro Plaza bus turnaround and station entrance; to the northeast will be the Hamilton Main Street retail/commercial district. The illustrative plan shows a new community center immediately to the southeast of the Town Square as one possible development option. This facility may be either freestanding or located in mixed-use space reserved for community use. It will provide meeting and activity space for West Hyattsville TDOZ residents.

The Town Square will be flanked on all sides by mixed-use retail, office, and residential development of various types. It will be an open space that plays many roles and fills many functions within the community. The design of this planned civic hub anticipates how future residents will use the space. Most important, the Hamilton Town Square will be able to accommodate large and small events and will age gracefully. The design illustrated in Figure 2 takes the form of a relatively unstructured green space lined with shade trees and accentuated by a central fountain or sculpture. The space functions primarily as a passive outdoor focal point for the community. It provides open space for adjacent residential and commercial uses. The space is anchored at the northwest end by a community-scale water feature. The southeast end of the park features an arbor with flowering vines and seating areas. The large grassy open space in the center acts as a central "village green." It is surrounded by bioretention swales to filter runoff from adjacent roadways.

There should be a large amount of retail space around the Hamilton Town Square in addition to the retail located in other areas of the TDOZ. Specific regard should be given to retail development that makes this Town Square, and the development in general, a destination for those who live outside the development as well as for those living in the development. Therefore, due consideration should be made to ensure that a critical mass of retail is located on the area surrounding the Hamilton Town Square. Retail that would generate pedestrian traffic



Map 5 Illustrative Parks and Open Space Plan

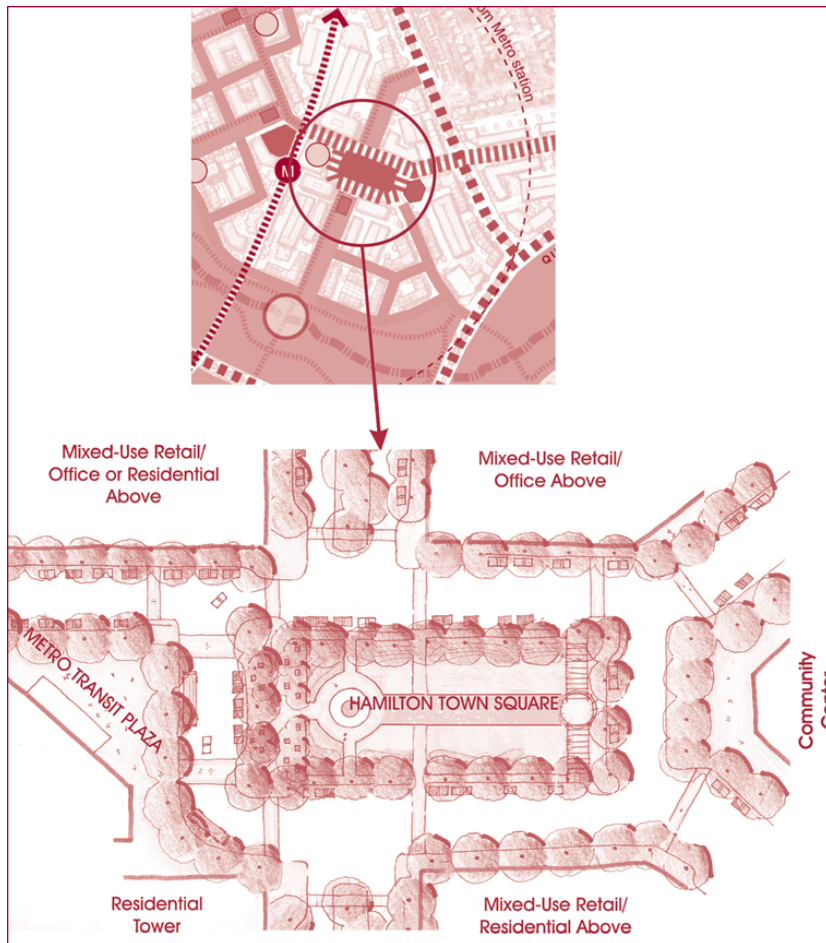


Figure 2 Illustrative Hamilton Town Square and Adjacent Metro Transit Plaza

should be given strong consideration to include, but not be limited to, restaurants, coffee houses, bistros, cafes, and other specialty retail establishments.

Metro Transit Plaza: The space in front of the Metro station (see Figure 2) will be an urban plaza that serves multiple functions. Transit passengers will board and alight from buses along the curb. The “kiss and ride” area will be relocated to the Hamilton Town Square curb and separated from the bus turnaround area across the street by traffic islands and other appropriate traffic control devices. Pedestrian access will be facilitated by clearly delineated crosswalk and curb extensions. A taxi stand will be located along the northeastern curb edge of the Town Square. Bicycle parking will be located near the Metro station entrance.

Northwest Branch Stream Valley Park: One of the most notable natural features of the area is the existing floodplain and stream corridor of the Northwest Branch of the Anacostia River and two of its tributaries: Sligo Creek and Northwest Tributary 2. These streams are contained within a major public park/open space network that includes a number of sport and recreation features. This plan takes full advantage of this recreational resource and supports the further enhancement of the Northwest Branch stream valley park as a major open space element.

The opportunities suggested include, but are not limited to, integrated bike and pedestrian facilities including a foot/bike bridge crossing the stream channel and linking the Queenstown neighborhood with the Metro Station and surrounding development; ball fields; play grounds; preserved, created, and/or enhanced wildlife habitat; and seating, picnic and game areas. Figure 3 depicts the Northwest Branch stream valley park in cross section. This view includes proposed enhancements and future residential development adjacent to the park.

Three Neighborhood Parks: Three neighborhood parks are proposed for the North Park neighborhood. One of these will be located on the northwest side of the West Hyattsville Metro Station near Hamilton Town Square. Two others will be at the intersection of Ager Road and one of the LID streets that bisects the North Park neighborhood. These are envisioned as providing active and passive outdoor space and may include pathways, benches, and/or play areas. The park on the northeast side of Ager Road is seen as an amenity for the adjacent existing neighborhood and as a visual connection with the park on the southwest side of Ager Road. Figure 4 shows a typical urban neighborhood park.

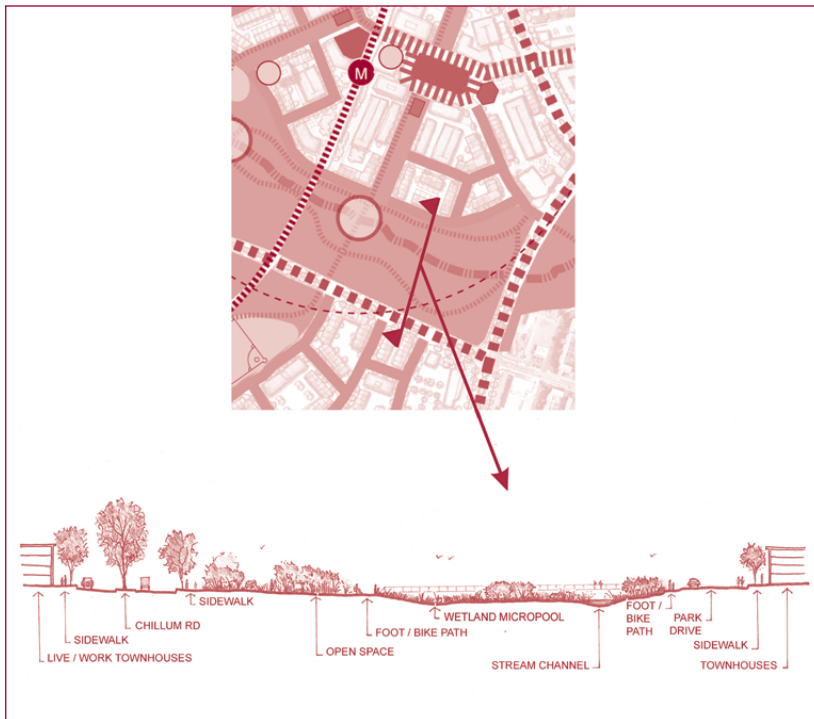


Figure 3 Northwest Branch Stream Valley Park Cross Section

Five Multifamily Residential Entry Plazas: These plazas will mark the entrances of high-rise residential or mixed-use residential buildings within the North Park neighborhood. Three of these plazas will front the entries of the three residential towers on the western margin of the North Park Neighborhood. The other two plazas will front future mixed-use residential buildings on both sides of an LID street to be constructed a block north of the West Hyattsville Metro Station. They will include decorative paving, ornamental plantings, seating, and appropriate lighting. An example of a typical residential tower plaza is shown in Figure 5.

Five Pocket Parks: Within the North Park and Hamilton Square neighborhoods, five pocket parks will offer visual breaks within the densely developed TDOZ area. All of the parks will be located within LID street rights-of-way. They will be small and intimate at one acre or less in size. These parks will be multifunctional in design. They will feature play space for children and their parents to meet and unwind. They will also function as shaded oases where one can sit and eat lunch or read the paper. In addition, they will function as the



Figure 4 Typical Neighborhood Park

headwaters of the West Hyattsville bioretention swale system, an innovative stormwater management concept intended to collect, retain, and filter stormwater before it enters the Northwest Branch. Along the gently sloping banks of the bioretention swale in each park will be an informal, shaded trail that offers a more naturalistic alternative path to the sidewalks on both sides of the street. Figure 6 shows a typical pocket park layout.

Hamilton Main Street: The plan envisions the existing Hamilton Street commercial corridor as an expanded activity center and destination with its terminus at Hamilton Town Square. Lined with primarily retail uses, the Hamilton Main Street corridor will allow TDOZ residents to satisfy many of their daily needs without the use of their personal vehicles. The adjacent private property site plan and public streetscape elements—ornamental lighting, street trees, trash receptacles, benches, bike racks, and smaller pedestrian focused signage—will help to create a pedestrian-oriented environment.

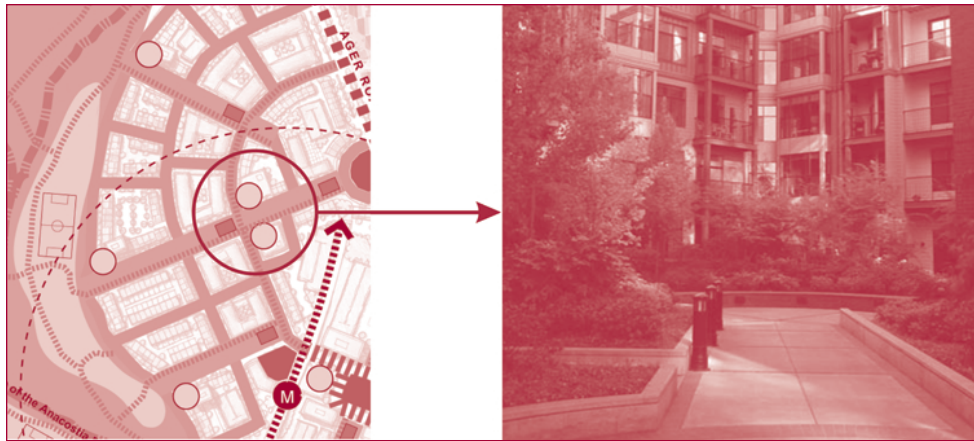


Figure 5 Typical Residential Entry Plaza

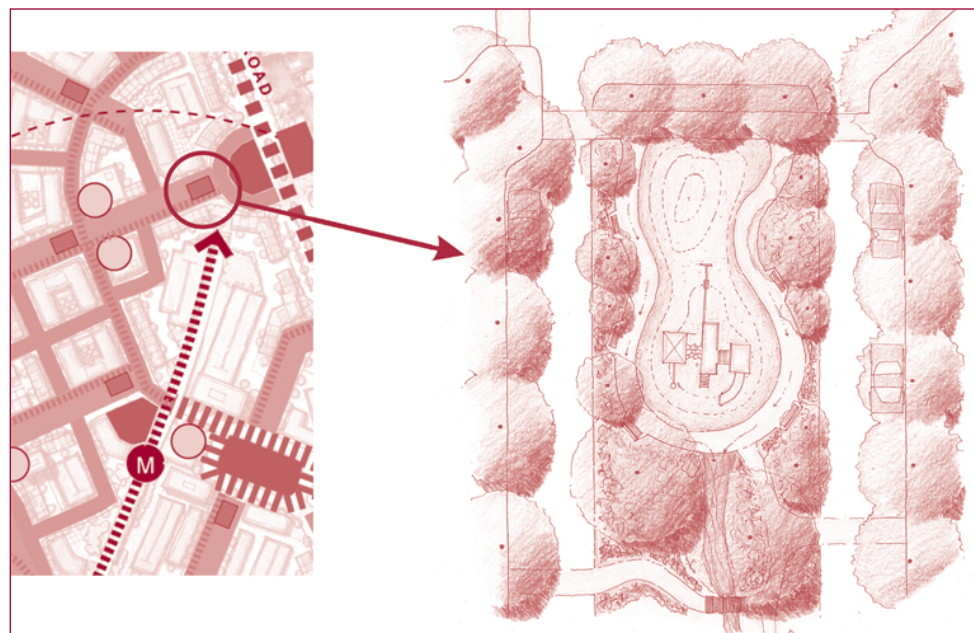


Figure 6 Headwaters Pocket Park Sketch

Three Major Landscaped Center-Median Boulevards: The plan envisions Queens Chapel Road, Ager Road, and Chillum Road within the West Hyattsville TDOZ as landscaped center-median boulevards. Boulevards are generally defined as multipurpose streets that are designed to carry both pedestrian/bicycle and vehicular traffic along separate paths. Extensive landscaping serves as both visual amenity and safety device for the

protection of pedestrians. As boulevards, these streets will feature landscaped medians, wide sidewalks, and rows of street trees and other plantings along both sidewalks and medians. Restricted on-street parking is also envisioned along portions of these boulevard streets. The parked vehicles will serve as an additional protective barrier for pedestrians; they will also serve to slow vehicular traffic. Queens Chapel Road, Ager Road, and

Chillum Road will all continue to function as arterials, as indicated in the 1994 Master Plan for Planning Area 68 (see the following section on transportation for a discussion of the West Hyattsville TDDP's functional street classification system).

Four Green Streets: The plan envisions four LID or "green" streets within the West Hyattsville TDOZ. Three of the LID streets will serve the North Park neighborhood; the fourth LID street will run through the center of the Hamilton Square neighborhood. All of the LID streets will drain into the Northwest Branch stream valley park.

LID streets typically include an integrated system of stormwater management within their rights-of-way, thereby reducing the amount of water that is piped directly to streams and rivers. LID streets will be a visible component of a system of green infrastructure that is incorporated into the built environment of the community. The street tree canopy and other plantings on LID streets will intercept and filter stormwater runoff, moderate air temperatures, and improve air quality by absorbing airborne pollutants. Finally, LID streets will be designed to minimize impacts on sensitive natural environments that they intercept, such as streambeds and wetlands. In sum, LID streets will help to create a more colorful and interesting streetscape and a more distinctive neighborhood. They will also encourage and promote a sense of community pride and ownership that will ultimately benefit the entire West Hyattsville TDOZ community.

Streets as Places of Shared Use. The plan envisions all streets within the TDOZ as public places where much of the life of the community will take place. The public places will be easy to find and get to, whether by foot, bicycle, public transit, or automobile. TDOZ area streets will be safe and comfortable, especially for pedestrians. They will be designed to encourage participation and interaction of community members and will be the most commonly used open space.

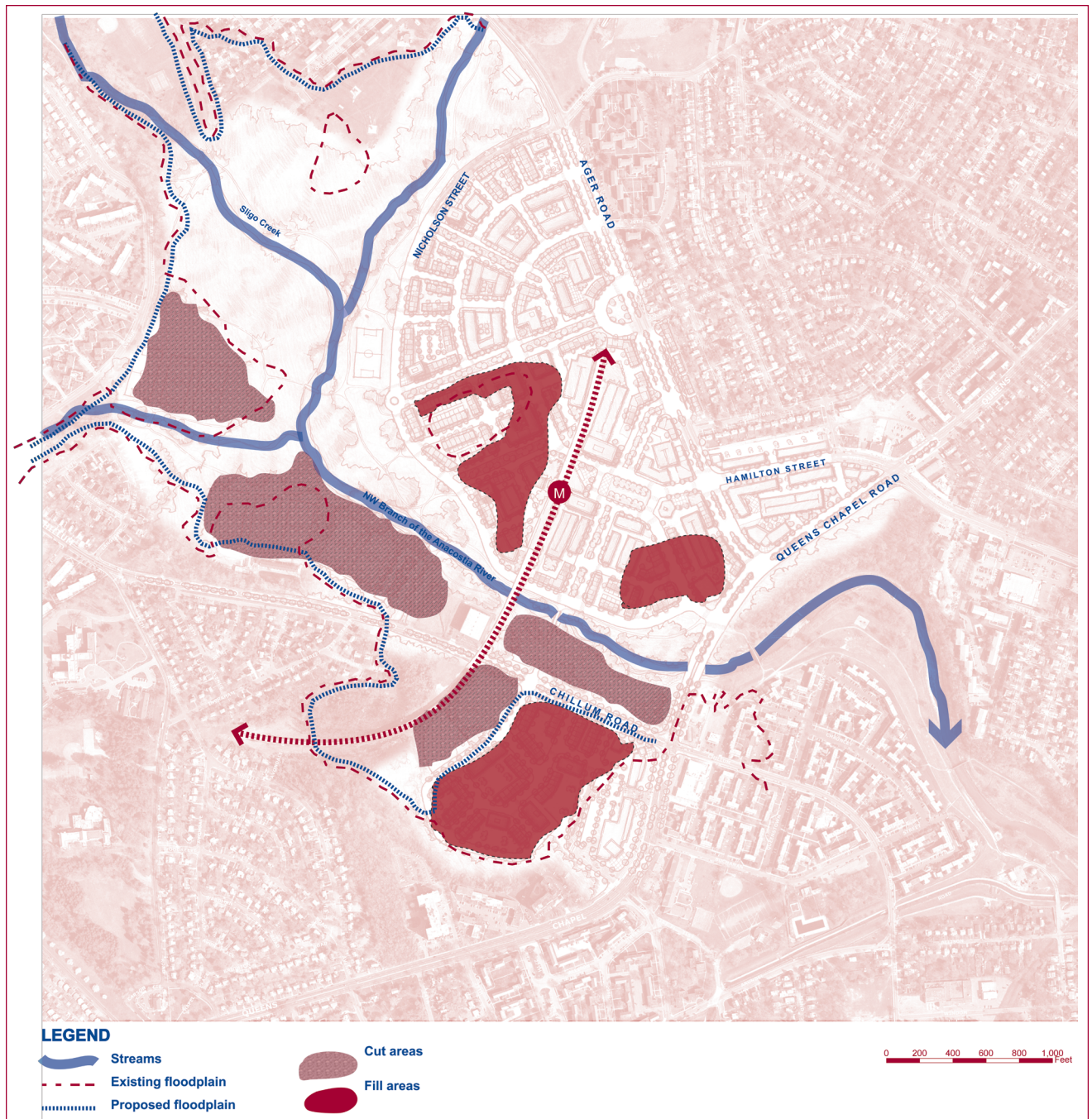
Floodplain. Prince George's County environmental regulations require that new development in or adjacent to existing floodplains not result in any net rise in floodplain levels because of stormwater run-off. The environmental planning concept for the West Hyattsville

TDDP ensures that new development in the TDOZ will be in accordance with this and all other stormwater management requirements so that floodplain areas will remain usable and aesthetically pleasing open space.

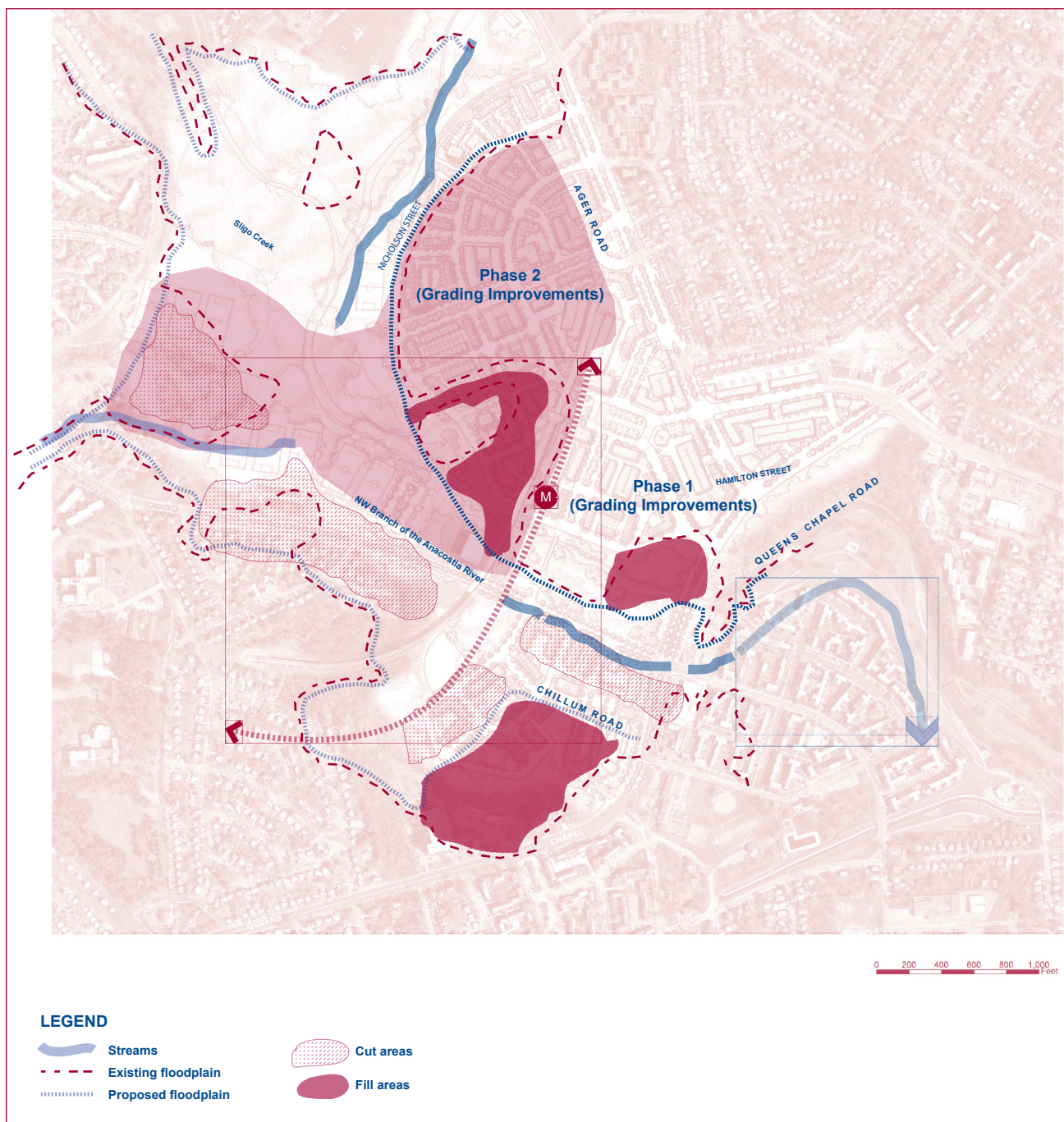
Since the TDDP requires modifications to the existing floodplain, hydraulic modeling was performed to study potential adverse impacts during flood stages and an earthwork estimate was calculated to ensure that floodplain storage is unchanged. The proposed areas of cut and fill for the TDDP concept are shown in Map 6. Grading for the West Hyattsville TOD is proposed to be conducted in two phases, as shown in Map 7. This will allow floodplain storage to be increased before the start of any fill, and at no point in time will the amount of fill in the floodplain exceed the amount of cut.



This is an example of how a floodplain area can be transformed into a community amenity.



Map 6 Illustrative Floodplain Management Plan



Map 7 Illustrative Site Grading (Cut and Fill) Phasing Plan

Transportation

The West Hyattsville TDDP envisions many new residents, employees, and visitors in the West Hyattsville TDOZ. However, most of the area's future residents and workers will live and/or work within an easy ten-minute walk of the Metro station and a few will need to rely on personal cars for most daily trips. Strategic traffic-calming measures will be used to slow down vehicular traffic on Queens Chapel Road, Ager Road, and Chillum Road, and transform them into safer, pedestrian- and bicycle-friendly streets. These streets will also be reconstructed as visually attractive landscaped boulevards (see the previous discussion in the Environment Section).

Transportation Demand Management: A potentially important option for implementing the transportation for the West Hyattsville TDOZ is the use of transportation demand management (TDM) techniques to ensure that levels of service (LOS) for the roads and intersections serving this area do not exceed the minimum LOS standard of Level E.

The West Hyattsville TDDP authorizes the creation of a Transportation Demand Management District (TDMD) through petition to the District Council in accordance with Section 20A-204 of the Prince George's County Code. If enacted, the TDMD would cover the entire West Hyattsville TDDP.

Modal Choice: Successful TOD communities provide residents choices in making their journeys by locating a diverse mix of complementary uses within convenient reach of pedestrian/bicycle pathways and public transit, all within an attractive urban environment. By doing this, good TOD maximizes access and mobility while reducing dependence on the automobile. The TDDP takes full advantage of the West Hyattsville Metrorail station by envisioning a TDOZ-wide network of safe and wide sidewalks and pedestrian/bicycle pathways; clearly marked on-street bicycle routes; convenient and frequent transit service; and vehicular routes reconfigured for greater pedestrian/bicyclist safety. This balanced approach to transportation planning and engineering will help provide convenient multimodal access throughout the TDOZ. It will also ensure that walking, bicycling, and transit trips are safe and enjoyable.

Transit: The presence of the West Hyattsville Metro Station provides a major community amenity at the center of the TDOZ. However, the current layout of the station facility is that of an auto-oriented suburban transit hub. It attracts much more vehicular traffic than foot/bicycle traffic. The plan envisions a transformed, urban transit facility with convenient intermodal connections and an attractive, pedestrian-friendly transit plaza framing its entrance. The existing Metro Station surface parking lot will be replaced with a parking garage with a façade designed to complement the surrounding streetscape. Some of the structured parking may be shared with adjacent uses. Such shared parking will help to reduce the total amount of parking needed to serve the Metrorail station and the surrounding activity center.

The plan envisions enhanced safe pedestrian access to the West Hyattsville Metro Station from neighborhoods to the south (across Northwest Branch). The county, the Washington Metropolitan Area Transit Authority (WMATA), and the City of Hyattsville should conduct an investigation of suitable options for safe pedestrian access to the station. Suitable options for consideration would include WMATA/municipality-sponsored construction, maintenance, and provision of security for a new pedestrian overpass with no access to unlighted parkland pathways, or WMATA/county-sponsored shuttle bus service between neighborhoods to the south and the Metrorail station.

Traffic Calming—Emphasis on Bicycles: The plan envisions the visible incorporation of a number of additional on- and off-street bicycle routes and storage facilities within the TDOZ. Balanced streetscape design will de-emphasize motor vehicles and encourage bicyclists by providing clearly marked, continuous on- and off-street paths. Off-street paths along the Northwest Branch stream valley park will connect bicyclists to a regional network of hiking/biking trails. Racks and lockers will be provided throughout the community, especially at major destinations like the Metro station.

Traffic Calming—Emphasis on Pedestrians: Within the TDOZ, pedestrians will be the priority when safety and access must be balanced between modes. Pedestrians need to feel comfortable when crossing the street and walking to and from transit facilities. Clearly marked



Pedestrian-Centered Crosswalk Treatment

areas on the streets help indicate where they can safely go. Pedestrians also need off-street paths to be easily accessible and seamlessly linked to the circulation network. The plan envisions a much more pedestrian-friendly streetscape within the TDOZ. Balanced streetscape design will de-emphasize motor vehicles and favor pedestrian use by providing attractive, wide sidewalks; clearly visible crosswalks and pedestrian signals at major street intersections; bumped-out curbs at intersections to slow down right-turning vehicles; and sharp restrictions on curb cuts within blocks. Major off-street paths along the Northwest Branch stream valley park will connect hikers to a regional network of hiking/biking trails. The plan envisions restricted (non-rush hour) parking on primary streets within the West Hyattsville TDOZ such as Queens Chapel and Ager Roads. On-street parking on these streets will serve primarily as an additional traffic-calming measure, but will also provide convenient access to adjacent businesses. Restrictive non-rush hour parking on these routes will be permitted subject to an executed memorandum of understanding (MOU) between the City of Hyattsville, DPW&T, and the State Highway Administration (SHA) as appropriate. Map 9: Illustrative Pedestrian Safety Plan details the integration of pedestrians into the circulation network for the TDOZ. The plan promotes the creation of the safe pedestrian-friendly environment envisioned by the West Hyattsville TDDP.

Pedestrian-Centered Streetscapes: Within the West Hyattsville TDDP, streetscapes will function as unifying links between building facades and the street. Streetscape elements will include pedestrian walkways (including street crossings), lighting, signage, street furniture, and landscaping.

Motorists: The TDDP acknowledges the continuing importance of vehicular access even within the TOD. However, it envisions vehicular access within the TDOZ as an important, but not dominant,

feature of the future built environment. Vehicles will be accommodated within the integrated network of pedestrian- and bicycle-friendly streets, with motorists having easy access to on- and off-street parking. All off-street parking will be accessed from the side or rear of properties; no curb cuts will be permitted along commercial or residential street frontages. The TDOZ's urban village environment will make the driving experience interesting and pleasurable.

Integrated Network: The new TOD in the West Hyattsville Metro Station area will respect the historical street network of the community at large. The transportation concept includes an interconnected network of streets, sidewalks, and off-street bicycle and pedestrian paths to provide critical linkages between neighborhoods, commercial services, and the Metro station. Map 8: Circulation Plan illustrates the circulation network for the West Hyattsville TDOZ.

Pattern: The plan envisions a pattern of relatively small, urban blocks within the TDOZ. With few exceptions, no block shall be more than 400 feet in length. Small block sizes allow short, direct trips to be made between uses. The new street grid will be easily navigable and connect readily to existing streets.

Functional Hierarchy: The plan envisions primary connections to the surrounding region being reflected

number on the newly adopted zoning map. This would take place only when it is found that the existing zoning is compatible with the intended zoning pattern or when ordinance limitations preclude a rezoning. Similarly, findings contained in previously approved TDOZMAs shall be brought forward in the TDOZMA where the previous zoning category has been maintained.

f. Transit District Overlay Zones

TDOZs may be included in a TDOZMA. However, the flexible nature of these zones requires a basic plan of development to be submitted through the zoning application process (zoning map amendment) in order to evaluate the comprehensive design proposal. It is only through approval of a basic plan, which identifies land use types, quantities, and relationships, that a TDOZ can be recognized. Therefore, an application must be filed (including a basic plan) and the Planning Board must have considered and made a recommendation on the zoning application in order for the TDOZ to be included within the TDOZMA. During the comprehensive rezoning, prior to the submission of such proposals, property must be classified in a conventional zone that provides an appropriate base density for development. In theory, the base density zone allows for an acceptable level of alternative development should the owner choose not to pursue full development potential indicated by the sector plan. (See Section 27-223(b); Section 27-225(b) (1); Section 27-226(a)(2); and Section 27-226(f)(4)).

g. Comprehensive Rezoning Changes

To implement the development policies and land use recommendations contained in the West Hyattsville TDDP, many parcels of land must be rezoned to bring the zoning into conformance with the TDDP. The comprehensive rezoning process (via the TDOZMA) provides the most appropriate mechanism for the public sector to achieve this. As such, the TDOZMA is approved as an amendment to the official zoning map(s) concurrently with sector plan approval.

The proposed TDOZMA includes 11 zoning changes that affect 48 properties within the amended West Hyattsville TDOZ. The TDOZ is intended to ensure that the development of land around the West Hyattsville

Metro Station meets the goals established in the West Hyattsville TDDP.

The comprehensive rezoning proposal is organized using the TDDP subareas identified in the 1998 West Hyattsville TDDP. The zoning changes will result in a new zoning inventory for the area (see Table 3: Existing and Proposed Zoning Inventory). Specific changes to existing zoning are shown on the following maps. These maps are included for illustrative purposes only. The 1"= 200' scale zoning maps will represent the official zoning boundaries once the TDOZMA is approved.

Application of the Mixed-Use Transportation Oriented Zone

The Mixed-Use Transportation Oriented (M-X-T) Zone is intended to encourage transit- and pedestrian-friendly, mixed-residential and commercial development around transit stations or stops. Property in a TDOZ area may be reclassified from its underlying zone to the M-X-T Zone as part of the TDOZMA or through the property owner application process (Section 27-548.26(b)) of the Zoning Ordinance. The uses permitted in the M-X-T Zone according to Section 27-547 are modified by the Use Table of the West Hyattsville TDDP.

PARCEL AREA AND PLAT REFERENCES		
PARCEL NO.	AREA	PLAT REFERENCE
PARCEL A-1	12,914 S.F.	FLAT BOOK BB 10 PLAT NO. 22
PARCEL A-2	5,200 S.F.	
PARCEL A-4	3,380 S.F.	
PARCEL A-5	5,070 S.F.	
PARCEL A-7	2,130 S.F.	FLAT BOOK BB 10 PLAT NO. 26
PARCEL A-8	2,080 S.F.	
PARCEL A-9	2,130 S.F.	
PARCEL A-10	2,130 S.F.	
PARCEL A-12	2,130 S.F.	FLAT BOOK BB 10 PLAT NO. 47
PARCEL A-13	49,003 S.F.	

LEGEND	
(1)	EXISTING PLANTING AREA WITHIN
(2)	EXISTING LIGHT POLE
(3)	EXISTING SIGN
(4)	EXISTING GAS VALVE
(5)	EXISTING TELEPHONE HANCOLE
(6)	EXISTING WATER METER
(7)	EXISTING TELEPHONE
(8)	EXISTING BOLLARDS
(9)	EXISTING STORM DRAIN HANCOLE
(10)	EXISTING OVERHEAD LINES
(11)	EXISTING GAS LINES
(12)	EXISTING SEWER LINES
(13)	EXISTING WATER LINES
(14)	EXISTING CLEAN OUT

PARKING TABULATION

STANDARD (2) (ON SITE)
HANDICAP (4) (ON SITE)
HANDICAP (1) (OFF SITE)
59 SPACES (OFF SITE)

Tree Canopy Coverage Schedule for Sec. 25-128				
Project Name	TCD#	DOB Case #	Area (acres)	
Queens Chapel Manor	12801	05P-10001	1.00	
Site Calculations:				
Zone 1	1.00	1.00	1.00	
Zone 2	1.00	1.00	1.00	
Zone 3	1.00	1.00	1.00	
Zone 4	1.00	1.00	1.00	
Total Area	1.00	1.00	1.00	
Total Area (acres)	1.00	% of TCC required	TCC Required (Acres)	TCC Required (sq ft)
A. TOTAL ON-SITE TCC PROVIDED (acres) =	1.00	100%	1.00	10,890
B. TOTAL AREA EXISTING TREES (non-inc. acc.) =	1.00	100%	1.00	10,890
C. TOTAL SQUARE FOOTAGE IN LANDSCAPE TREES =	1.00	100%	1.00	10,890
D. TOTAL TREE CANOPY COVERAGE PROVIDED =	1.00	100%	1.00	10,890
E. TOTAL SQUARE FOOTAGE REQUIRED =	1.00	100%	1.00	10,890
				Shortage
				5,213 SF
Credit Categories for Landscape Trees				
Credit Category for Landscaped Trees	TCC Credit per Tree Based on Size (Planted 01)	Number of Trees	TCC Credit (sq ft)	
Deciduous - columnar shade tree (20' or less height)	2-1/2" - 3" - 45	10	10,890	
Deciduous - columnar shade tree (20' or less height)	3-1/2" - 4" - 75	10	10,890	
Deciduous - columnar shade tree (20' or less height)	4-1/2" - 5" - 105	10	10,890	
Deciduous - columnar shade tree (20' or less height)	5-1/2" - 6" - 135	10	10,890	
Deciduous - columnar shade tree (20' or less height)	6-1/2" - 7" - 165	10	10,890	
Deciduous - columnar shade tree (20' or less height)	7-1/2" - 8" - 195	10	10,890	
Deciduous - columnar shade tree (20' or less height)	8-1/2" - 9" - 225	10	10,890	
Deciduous - columnar shade tree (20' or less height)	9-1/2" - 10" - 255	10	10,890	
Deciduous - columnar shade tree (20' or less height)	10-1/2" - 11" - 285	10	10,890	
Deciduous - columnar shade tree (20' or less height)	11-1/2" - 12" - 315	10	10,890	
Deciduous - columnar shade tree (20' or less height)	12-1/2" - 13" - 345	10	10,890	
Deciduous - columnar shade tree (20' or less height)	13-1/2" - 14" - 375	10	10,890	
Deciduous - columnar shade tree (20' or less height)	14-1/2" - 15" - 405	10	10,890	
Deciduous - columnar shade tree (20' or less height)	15-1/2" - 16" - 435	10	10,890	
Deciduous - columnar shade tree (20' or less height)	16-1/2" - 17" - 465	10	10,890	
Deciduous - columnar shade tree (20' or less height)	17-1/2" - 18" - 495	10	10,890	
Deciduous - columnar shade tree (20' or less height)	18-1/2" - 19" - 525	10	10,890	
Deciduous - columnar shade tree (20' or less height)	19-1/2" - 20" - 555	10	10,890	
Deciduous - columnar shade tree (20' or less height)	20-1/2" - 21" - 585	10	10,890	
Deciduous - columnar shade tree (20' or less height)	21-1/2" - 22" - 615	10	10,890	
Deciduous - columnar shade tree (20' or less height)	22-1/2" - 23" - 645	10	10,890	
Deciduous - columnar shade tree (20' or less height)	23-1/2" - 24" - 675	10	10,890	
Deciduous - columnar shade tree (20' or less height)	24-1/2" - 25" - 705	10	10,890	
Deciduous - columnar shade tree (20' or less height)	25-1/2" - 26" - 735	10	10,890	
Deciduous - columnar shade tree (20' or less height)	26-1/2" - 27" - 765	10	10,890	
Deciduous - columnar shade tree (20' or less height)	27-1/2" - 28" - 795	10	10,890	
Deciduous - columnar shade tree (20' or less height)	28-1/2" - 29" - 825	10	10,890	
Deciduous - columnar shade tree (20' or less height)	29-1/2" - 30" - 855	10	10,890	
Deciduous - columnar shade tree (20' or less height)	30-1/2" - 31" - 885	10	10,890	
Deciduous - columnar shade tree (20' or less height)	31-1/2" - 32" - 915	10	10,890	
Deciduous - columnar shade tree (20' or less height)	32-1/2" - 33" - 945	10	10,890	
Deciduous - columnar shade tree (20' or less height)	33-1/2" - 34" - 975	10	10,890	
Deciduous - columnar shade tree (20' or less height)	34-1/2" - 35" - 1,005	10	10,890	
Deciduous - columnar shade tree (20' or less height)	35-1/2" - 36" - 1,035	10	10,890	
Deciduous - columnar shade tree (20' or less height)	36-1/2" - 37" - 1,065	10	10,890	
Deciduous - columnar shade tree (20' or less height)	37-1/2" - 38" - 1,095	10	10,890	
Deciduous - columnar shade tree (20' or less height)	38-1/2" - 39" - 1,125	10	10,890	
Deciduous - columnar shade tree (20' or less height)	39-1/2" - 40" - 1,155	10	10,890	
Deciduous - columnar shade tree (20' or less height)	40-1/2" - 41" - 1,185	10	10,890	
Deciduous - columnar shade tree (20' or less height)	41-1/2" - 42" - 1,215	10	10,890	
Deciduous - columnar shade tree (20' or less height)	42-1/2" - 43" - 1,245	10	10,890	
Deciduous - columnar shade tree (20' or less height)	43-1/2" - 44" - 1,275	10	10,890	
Deciduous - columnar shade tree (20' or less height)	44-1/2" - 45" - 1,305	10	10,890	
Deciduous - columnar shade tree (20' or less height)	45-1/2" - 46" - 1,335	10	10,890	
Deciduous - columnar shade tree (20' or less height)	46-1/2" - 47" - 1,365	10	10,890	
Deciduous - columnar shade tree (20' or less height)	47-1/2" - 48" - 1,395	10	10,890	
Deciduous - columnar shade tree (20' or less height)	48-1/2" - 49" - 1,425	10	10,890	
Deciduous - columnar shade tree (20' or less height)	49-1/2" - 50" - 1,455	10	10,890	
Deciduous - columnar shade tree (20' or less height)	50-1/2" - 51" - 1,485	10	10,890	
Deciduous - columnar shade tree (20' or less height)	51-1/2" - 52" - 1,515	10	10,890	
Deciduous - columnar shade tree (20' or less height)	52-1/2" - 53" - 1,545	10	10,890	
Deciduous - columnar shade tree (20' or less height)	53-1/2" - 54" - 1,575	10	10,890	
Deciduous - columnar shade tree (20' or less height)	54-1/2" - 55" - 1,605	10	10,890	
Deciduous - columnar shade tree (20' or less height)	55-1/2" - 56" - 1,635	10	10,890	
Deciduous - columnar shade tree (20' or less height)	56-1/2" - 57" - 1,665	10	10,890	
Deciduous - columnar shade tree (20' or less height)	57-1/2" - 58" - 1,695	10	10,890	
Deciduous - columnar shade tree (20' or less height)	58-1/2" - 59" - 1,725	10	10,890	
Deciduous - columnar shade tree (20' or less height)	59-1/2" - 60" - 1,755	10	10,890	
Deciduous - columnar shade tree (20' or less height)	60-1/2" - 61" - 1,785	10	10,890	
Deciduous - columnar shade tree (20' or less height)	61-1/2" - 62" - 1,815	10	10,890	
Deciduous - columnar shade tree (20' or less height)	62-1/2" - 63" - 1,845	10	10,890	
Deciduous - columnar shade tree (20' or less height)	63-1/2" - 64" - 1,875	10	10,890	
Deciduous - columnar shade tree (20' or less height)	64-1/2" - 65" - 1,905	10	10,890	
Deciduous - columnar shade tree (20' or less height)	65-1/2" - 66" - 1,935	10	10,890	
Deciduous - columnar shade tree (20' or less height)	66-1/2" - 67" - 1,965	10	10,890	
Deciduous - columnar shade tree (20' or less height)	67-1/2" - 68" - 1,995	10	10,890	
Deciduous - columnar shade tree (20' or less height)	68-1/2" - 69" - 2,025	10	10,890	
Deciduous - columnar shade tree (20' or less height)	69-1/2" - 70" - 2,055	10	10,890	
Deciduous - columnar shade tree (20' or less height)	70-1/2" - 71" - 2,085	10	10,890	
Deciduous - columnar shade tree (20' or less height)	71-1/2" - 72" - 2,115	10	10,890	
Deciduous - columnar shade tree (20' or less height)	72-1/2" - 73" - 2,145	10	10,890	
Deciduous - columnar shade tree (20' or less height)	73-1/2" - 74" - 2,175	10	10,890	
Deciduous - columnar shade tree (20' or less height)	74-1/2" - 75" - 2,205	10	10,890	
Deciduous - columnar shade tree (20' or less height)	75-1/2" - 76" - 2,235	10	10,890	
Deciduous - columnar shade tree (20' or less height)	76-1/2" - 77" - 2,265	10	10,890	
Deciduous - columnar shade tree (20' or less height)	77-1/2" - 78" - 2,295	10	10,890	
Deciduous - columnar shade tree (20' or less height)	78-1/2" - 79" - 2,325	10	10,890	
Deciduous - columnar shade tree (20' or less height)	79-1/2" - 80" - 2,355	10	10,890	
Deciduous - columnar shade tree (20' or less height)	80-1/2" - 81" - 2,385	10	10,890	
Deciduous - columnar shade tree (20' or less height)	81-1/2" - 82" - 2,415	10	10,890	
Deciduous - columnar shade tree (20' or less height)	82-1/2" - 83" - 2,445	10	10,890	
Deciduous - columnar shade tree (20' or less height)	83-1/2" - 84" - 2,475	10	10,890	
Deciduous - columnar shade tree (20' or less height)	84-1/2" - 85" - 2,505	10	10,890	
Deciduous - columnar shade tree (20' or less height)	85-1/2" - 86" - 2,535	10	10,890	
Deciduous - columnar shade tree (20' or less height)	86-1/2" - 87" - 2,565	10	10,890	
Deciduous - columnar shade tree (20' or less height)	87-1/2" - 88" - 2,595	10	10,890	
Deciduous - columnar shade tree (20' or less height)	88-1/2" - 89" - 2,625	10	10,890	
Deciduous - columnar shade tree (20' or less height)	89-1/2" - 90" - 2,655	10	10,890	
Deciduous - columnar shade tree (20' or less height)	90-1/2" - 91" - 2,685	10	10,890	
Deciduous - columnar shade tree (20' or less height)	91-1/2" - 92" - 2,715	10	10,890	
Deciduous - columnar shade tree (20' or less height)	92-1/2" - 93" - 2,745	10	10,890	
Deciduous - columnar shade tree (20' or less height)	93-1/2" - 94" - 2,775	10	10,890	
Deciduous - columnar shade tree (20' or less height)	94-1/2" - 95" - 2,805	10	10,890	
Deciduous - columnar shade tree (20' or less height)	95-1/2" - 96" - 2,835	10	10,890	
Deciduous - columnar shade tree (20' or less height)	96-1/2" - 97" - 2,865	10	10,890	
Deciduous - columnar shade tree (20' or less height)	97-1/2" - 98" - 2,895	10	10,890	
Deciduous - columnar shade tree (20' or less height)	98-1/2" - 99" - 2,925	10	10,890	
Deciduous - columnar shade tree (20' or less height)	99-1/2" - 100" - 2,955	10	10,890	
Deciduous - columnar shade tree (20' or less height)	100-1/2" - 101" - 2,985	10	10,890	
Deciduous - columnar shade tree (20' or less height)	101-1/2" - 102" - 3,015	10	10,890	
Deciduous - columnar shade tree (20' or less height)	102-1/2" - 103" - 3,045	10	10,890	
Deciduous - columnar shade tree (20' or less height)	103-1/2" - 104" - 3,075	10	10,890	
Deciduous - columnar shade tree (20' or less height)	104-1/2" - 105" - 3,105	10	10,890	
Deciduous - columnar shade tree (20' or less height)	105-1/2" - 106" - 3,135	10	10,890	
Deciduous - columnar shade tree (20' or less height)	106-1/2" - 107" - 3,165	10	10,890	
Deciduous - columnar shade tree (20' or less height)	107-1/2" - 108" - 3,195	10	10,890	
Deciduous - columnar shade tree (20' or less height)	108-1/2" - 109" - 3,225	10	10,890	
Deciduous - columnar shade tree (20' or less height)	109-1/2" - 110" - 3,255	10	10,890	
Deciduous - columnar shade tree (20' or less height)	110-1/2" - 111" - 3,285	10	10,890	
Deciduous - columnar shade tree (20' or less height)	111-1/2" - 112" - 3,315	10	10,890	
Deciduous - columnar shade tree (20' or less height)	112-1/2" - 113" - 3,345	10	10,890	
Deciduous - columnar shade tree (20' or less height)	113-1/2" - 114" - 3,375	10	10,890	
Deciduous - columnar shade tree (20' or less height)	114-1/2" - 115" - 3,405	10	10,890	
Deciduous - columnar shade tree (20' or less height)	115-1/2" - 116" - 3,435	10	10,890	
Deciduous - columnar shade tree (20' or less height)	116-1/2" - 117" - 3,465	10	10,890	
Deciduous - columnar shade tree (20' or less height)	117-1/2" - 118" - 3,495	10	10,890	
Deciduous - columnar shade tree (20' or less height)	118-1/2" - 119" - 3,525	10	10,890	
Deciduous - columnar shade tree (20' or less height)	119-1/2" - 120" - 3,555	10	10,890	
Deciduous - columnar shade tree (20' or less height)	120-1/2" - 121" - 3,585	10	10,890	
Deciduous - columnar shade tree (20' or less height)	121-1/2" - 122" - 3,615	10	10,890	
Deciduous - columnar shade tree (20' or less height)	122-1/2" - 123" - 3,645	10	10,890	
Deciduous - columnar shade tree (20' or less height)	123-1/2" - 124" - 3,675	10	10,890	
Deciduous - columnar shade tree (20' or less height)	124-1/2" - 125" - 3,705	10	10,890	
Deciduous - columnar shade tree (20' or less height)	125-1/2" - 126" - 3,735	10	10,890	
Deciduous - columnar shade tree (20' or less height)	126-1/2" - 127" - 3,765	10	10,890	
Deciduous - columnar shade tree (20' or less height)	127-1/2" - 128" - 3,795	10	10,890	
Deciduous - columnar shade tree (20' or less height)	128-1/2" - 129" - 3,825	10	10,890	
Deciduous - columnar shade tree (20' or less height)	129-1/2" - 130" - 3,855	10	10,890	
Deciduous - columnar shade tree (20' or less height)	130-1/2" - 131" - 3,885	10	10,890	
Deciduous - columnar shade tree (20' or less height)	131-1/2" - 132" - 3,915	10	10,890	
Deciduous - columnar shade tree (20' or less height)	132-1/2" - 133" - 3,945	10	10,890	
Deciduous - columnar shade tree (20' or less height)	133-1/2" - 134" - 3,975	10	10,890	
Deciduous - columnar shade tree (20' or less height)	134-1/2" - 135" - 4,005	10	10,890	
Deciduous - columnar shade tree (20' or less height)	135-1/2" - 136" - 4,035	10	10,890	
Deciduous - columnar shade tree (20' or less height)	136-1/2" - 137" - 4,065	10	10,890	
Deciduous - columnar shade tree (20' or less height)	137-1/2" - 138" - 4,095	10	10,890	
Deciduous - columnar shade tree (20' or less height)	138-1/2" - 139" - 4,125	10	10,890	
Deciduous - columnar shade tree (20' or less height)	139-1/2" - 140" - 4,155	10	10,890	
Deciduous - columnar shade tree (20' or less height)	140-1/2" - 141" - 4,185	10	10,890	
Deciduous - columnar shade tree (20' or less height)	141-1/2" - 142" - 4,215	10	10,890	
Deciduous - columnar shade tree (20' or less height)	142-1/2" - 143" - 4,245	10	10,890	
Deciduous - columnar shade tree (20' or less height)	143-1/2" - 144" - 4,275	10	10,890	
Deciduous - columnar shade tree (20' or less height)	144-1/2" - 145" - 4,305	10	10,890	
Deciduous - columnar shade tree (20' or less height)	145-1/2" - 146" - 4,335	10	10,890	
Deciduous - columnar shade tree (20' or less height)	146-1/2" - 147" - 4,365	10	10,890	
Deciduous - columnar shade tree (20' or less height)	147-1/2" - 148" - 4,395	10	10,890	
Deciduous - columnar shade tree (20' or less height)	148-1/2" - 149" - 4,425	10	10,890	
Deciduous - columnar shade tree (20' or less height)	149-1/2" - 150" - 4,455	10	10,890	
Deciduous - columnar shade tree (20' or less height)	150-1/2" - 151" - 4,485	10	10,890	
Deciduous - columnar shade tree (20' or less height)	151-1/2" - 152" - 4,515	10	10,890	
Deciduous - columnar shade tree (20' or less height)	152-1/2" - 153" - 4,545	10	10,890	
Deciduous - columnar shade tree (20' or less height)	153-1/2" - 154" - 4,575	10	10,890	
Deciduous - columnar shade tree (20' or less height)	154-1/2" - 155" - 4,605	10	10,890	
Deciduous - columnar shade tree (20' or less height)	155-1/2" - 156" - 4,635	10	10,890	
Deciduous - columnar shade tree (20' or less height)	156-1/2" - 157" - 4,665	10	10,890	
Deciduous - columnar shade tree (20' or less height)	157-1/2" - 158" - 4,695	10	10,890	
Deciduous - columnar shade tree (20' or less height)	158-1/2" - 159" - 4,725	10	10,890	
Deciduous - columnar shade tree (20' or less height)	159-1/2" - 160" - 4,755	10	10,890	
Deciduous - columnar shade tree (20' or less height)	160-1/2" - 161" - 4,785	10	10,890	
Deciduous - columnar shade tree (20' or less height)	161-1/2" - 162" - 4,815	10	10,890	
Deciduous - columnar shade tree (20' or less height)	162-1/2" - 163" - 4,845	10	10,890	
Deciduous - columnar shade tree (20' or less height)	163-1/2" - 164" - 4,875	10	10,890	
Deciduous - columnar shade tree (20' or less height)	164-1/2" - 165" - 4,905	10	10,890	
Deciduous - columnar shade tree (20' or less height)	165-1/2" - 166" - 4,935	10	10,890	
Deciduous - columnar shade tree (20' or less height)	1			

KFC Queens Chapel Town Center







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-190-FY22

12/6/2021

11.b)

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

Item Title:

Letter of Support: Prince George's County Climate Action Plan

Suggested Action:

I move that the Council authorize the Mayor to send a letter of support to Prince George's County in favor of the draft Prince George's County Climate Action Plan.

Summary Background:

Prince George's County has released their Climate Action Plan and are allowing municipalities to submit a formal statement regarding the 250+ page document before December 15, 2021. A copy of the draft plan can be reviewed at the link below.

<https://www.princegeorgescountymd.gov/3748/Climate-Change>

The Hyattsville Environment Committee (HEC) met on November 30 to review the plan document. HEC has submitted a letter to the City Council recommending support of the Climate Action Plan, as written. Attached is a copy of the letter from HEC.

Below are the staff comments from Director of Public Works Riddle and Supervisor of Environmental Programs Taft.

- Overall, the document successfully summarizes the multiple threats that Prince George's County and the entire region face due to climate change.
- Section VIII reviews the Priority Recommendations for this plan - this section details actionable steps that the County and municipalities can support and implement. City staff believes that having actionable items within a plan is critical.
- Priority M-11 will enact a "No Net Loss" tree conservation regulation - this will require a significant expansion and protection of the existing canopy. How will this be accomplished with the overwhelming amount of approved and proposed land development?
- Priority M-11 also suggests updating the Prince George's Environmental Technical Manual. The Prince George's County Landscape Manual was also created in 2010 and needs to be updated as well.
- Priority A-3 requires preserving and restoring natural resources areas through changes in land use and zoning, specifically prohibiting development within the floodplain. Banning any development within the floodplain is an important ecological win for the environment, but equally important is excluding the ability to waive this regulation.
- Priority A-7 and M-11 suggest conducting a County-wide mapping of tree canopy cover to include thermal mapping. Several municipalities have already accomplished this study and this information could be useful to the County.

Next Steps:

HEC and staff recommendations will be discussed by Council on December 6. If approved, staff will draft a letter to the Council regarding the City's position on the Climate Action Plan for consideration.

Fiscal Impact:

N/A

City Administrator Comments:

N/A

Community Engagement:

N/A

Strategic Goals:

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

Legal Review Required?

N/A

December 1, 2021
The Honorable Kevin Ward, Mayor, City of Hyattsville
Hyattsville City Council
4310 Gallatin Street
Hyattsville, MD 20781

Dear Mayor Kevin Ward,

On November 30, 2021, the Hyattsville Environmental Committee (HEC) unanimously recommended that the City Council pass a resolution at its next council meeting in support of the Prince George's County Draft Climate Action plan. Since Prince George's County has extended the deadline for municipalities to provide public comments through December 15, 2021, we have provided a more comprehensive assessment of the Plan's merits than our November 10th letter on this subject.

Mary Abe, the Chief of the Prince George's County Department of the Environment's Natural Resource Protection and Stewardship Section spoke with HEC at this November 30th meeting about the development of the plan generally and answered specific questions about some of the plan's recommendations. As a result of this conversation and our review of the plan itself, the HEC recommends supporting the Draft Climate Action Plan as currently written rather than providing specific areas of improvement.

This decision to support the plan as written is because of two main factors: Firstly, HEC members supported the high level goals of the plan, including reducing the county's carbon emissions 50% by 2030 compared to 2005 levels, and wanted to put the County on record of supporting these goals as well. Secondly, Mary stressed that the plan is a living document and that the drafters of the plan recommend that the plan be "revisited and updated every 18 months," as referenced on page 108 of the plan.

Lastly, Mary stressed that the County was looking for the Draft Climate Plan to serve as a vehicle to partner with municipalities, city elected officials, and engaged community residents to help achieve meaningful environmental results. The plan was not designed for the County to work on in isolation or without constructive support and feedback from individuals in the community. We encourage the County to incorporate this feedback, including public comments received in the November comment period into future iterations of the plan and supplemental guidance documents.

With this background, the HEC recommends that the City Council support a resolution to support the County's Draft Climate Action Plan as currently written. We look forward to providing future recommendations to the City on how we can help this plan succeed and ensure a more environmentally sustainable future for all of our residents.

Hyattsville Environmental Committee



City of Hyattsville

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Agenda Item Report

File #: HCC-185-FY22

12/6/2021

12.a)

Submitted by: Sean Corcoran
Submitting Department: City Clerk
Agenda Section: Discussion

Item Title:

Municipal Gas-Powered Leaf Blower Ban

Suggested Action:

I move that the Mayor and Council direct the City Attorney to draft an ordinance to ban gas-powered leaf blowers (GPLBs) 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 GPLBs towards the purchase of an electric leaf blower.
- 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 gas-powered leaf blowers will be prohibited permanently, and the 25 percent rebate window will end for GPLB trade-ins.

In addition, and effective immediately, any resident or landscape contractor that uses all-electric lawn and landscape equipment (mower, string trimmer, blower etc.) can begin work at 7:00 a.m. rather than 8:00 a.m.

I move the Mayor and Council implement a City run rebate program where Hyattsville residents and contractors would be eligible to trade-in used GPLBs for a rebate towards the purchase of an electric leaf blower (ELB). I further move the Council allocate \$52,100 to the FY22 budget (\$50,600 for the GPLB trade-in program, \$1,500 to replace City GPLBs).

Summary Background:

See "Recommendation to Address Noise and other Impacts from GPLBs in Hyattsville" attachment for additional background information.

Next Steps:

Upon adoption, the City Attorney will draft an ordinance for the Council's review.

Fiscal Impact:

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

The cost to convert City GPLBs to ELB is \$1,500.

The need for Code compliance actions will be reduced by a robust public outreach campaign. Passage of this motion will create new Code compliance responsibilities. The additional cost of Code compliance may be partially offset by revenue generated from citations.

City Administrator Comments:

For discussion. City staff is discussing ways to mitigate potential Code compliance challenges. Amendments to FY22 budget funding must be presented as a separate motion for budget appropriation and require eight (8) affirmative votes for adoption.

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



Council Agenda Form

MOTION #		DRAFT #
DATE SUBMITTED: 4-21-2021	DATE TO GO BEFORE COUNCIL:	
SUBMITTED BY: Danny Schaible		
CO-SPONSORS: Ben Simasek, Jimmy McClellan		
DEPARTMENT: Legislative		

TITLE OF MOTION: Municipal Gas-Powered Leaf Blower Ban

RECOMMENDATION:

I move that the Mayor and Council direct the City Attorney to draft an ordinance to ban gas-powered leaf blowers (GPLBs) 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 GPLBs towards the purchase of an electric leaf blower.
- 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 gas-powered leaf blowers will be prohibited permanently, and the 25 percent rebate window will end for GPLB trade-ins.

In addition, and effective immediately, any resident or landscape contractor that uses all-electric lawn and landscape equipment (mower, string trimmer, blower etc.) can begin work at 7:00 a.m. rather than 8:00 a.m.

I move the Mayor and Council implement a City run rebate program where Hyattsville residents and contractors would be eligible to trade-in used GPLBs for a rebate towards the purchase of an electric leaf blower (ELB). I further move the Council allocate \$52,100 to the FY22 budget (\$50,600 for the GPLB trade-in program, \$1,500 to replace City GPLBs).

BACKGROUND:

See "Recommendation to Address Noise and other Impacts from GPLBs in Hyattsville" pdf for additional background information.

ANTICIPATED STAFF RESOURCES REQUIRED TO IMPLEMENT:

- The cost to administer the GPLB buyback program is estimated at \$50,600.
- The cost to convert City GPLBs to ELB is \$1,500.
- The need for code enforcement actions will be reduced by a robust public outreach campaign. Passage of this motion will create new code enforcement responsibilities. The additional cost of code enforcement may be partially offset by revenue generated from citations.

CITY ADMINISTRATOR / DEPARTMENT DIRECTOR COMMENT: (must be approved by City Administrator):

Tracey Nicholson, City Administrator

STRATEGIC GOALS AND ACTIONS:

Goal 3 – Enhance a safe and pleasant community

SUPPORTING DOCUMENTATION:

- .pdf: Recommendation to Address Noise and other Impacts from GPLBs in Hyattsville
- .xlcs: Leaf Blower Cost Comparison

CURRENT YEAR BUDGET IMPACT: 0

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.

In addition, and effective immediately, to incentivize the transition to all-electric lawn care and landscape services, any resident or landscape contractor that uses all-electric lawn and landscape equipment (mower, string trimmer, blower etc.) can begin work at 7:00 a.m. rather than 8:00 a.m.

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. This brings the total cost to \$52,100.
- 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 (\$52,100) 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

Some Cost Questions Involving Battery-Powered vs. Gas-Powered Leaf Blowers that the Workbook Can Help Answer

These questions are investigated with respect to commercial landscape maintenance contractors, not with respect to DIY homeowners. All prices and costs are current, thus they do not reflect the expected continuing improvements and reductions in cost of batteries for this equipment.

This analysis addresses costs only. The analysis does not address the substantial human health, ecological, climate and quality-of-life benefits of battery-powered or corded electric blowers relative to gas-powered.

	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			

Note for reference: The Greener Side LLC has 7 blowers and 1-2 crews

Contractor Cost Comparisons: Gas-Powered vs. Battery Leaf Blowers

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

NOTE: This sheet includes cells that have been hidden from view in order to select only the key data for printing

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	0	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

Cost comparison #2 for Case #2, Investment pay back:

	<u>Upfront</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
Gas powered:	\$ 280	613	613	613
Battery powered (backpack):	\$ 399	360	360	360
Difference:	\$ (119)	\$ 253	\$ 253	\$ 253
Pay back:	\$ (119)	\$ 134	\$ 387	\$ 640

Payback occurs in less than 1 year for backpack battery blower. Handheld cordless battery blower pays back even faster

Case #1 -- Blowers for moderately demanding commercial work

Case #1 Moderately demanding work: spring cleanup and fall leaf removal. Blower must handle moderate quantity of wet leaves, small branches, blowing amidst shrubbery and thick ground cover. May involve moving leaves before shredding or mulching. At least 20 Newtons blowing force assumed required from blower to perform this work. Assumed blower usage: 4 weeks in spring and 8 weeks in fall, 1/2 hour/property, 4 hours/day and 5 days/week

	Gas	Electric
Example model (backpack)	Stihl BR 500	Oregon BL120VX
Power output		
Watts	2000	1400
Newtons	22	22
Horsepower	2.7	
Fuel capacity (oz) (128 oz/gal)	47.3	
Noise rating (dBA)	65	59
Weight (w/fuel or battery) (lbs)	24.5	34
Purchase cost of leafblower (w/o fuel or battery)	\$ 470	\$ 499
Assumed blower useful life (in years)	4	5
Hours of use per year		
# of properties/day	3	3
Average hours of use/day of use	4	4
Number of days/year in use	60	60
sub-total: hours of use per year:	240	240
Assumed maintenance cost/per year	\$ 75	\$ 25
Gas blower fuel issues		
Gas blower gas/oil fuel ratio	50:1	
Gallons of fuel/hour of running time	0.24	
Run time on one tank of fuel (hrs)	1.54	
Cost of gasoline, \$/gallon	2.70	
Cost of 2-cycle oil, \$/oz	1.00	
Effective cost of fuel, \$/gallon	5.21	
Fuel cost/hr of run time	1.25	
# fuel refills needed per day of blower use	2.60	

Blower usage:	# mows per property/yr	weeks/yr	days/wk	hrs/day
demanding:		12	5	4
routine:	32	26	5	1
Labor Cost/hr.				
Wage rate:	\$ 16.00			
Fully loaded:	\$ 22.40			

Oregon's 120V system is the only landscaping tool system for which LA's SCAQMD provides up to 60% cost-share grant for purchase as a pollution-reduction measure

Battery characteristics		
Example model that fits electric blower	Oregon BX975 (120 V, 9Ah)	
Capacity (watt-hrs)	972	
Assumed efficiency when charging (output watt-hrs/input watt-hrs)	95%	
Battery kWh used per hour of running time	1.40	
kWh needed for recharge per hour of run time	1.47	
Run time before battery depleted (minutes)	45	
Electricity if from grid for battery recharge, cost per hour of blower run time	\$ 0.02	
Cost of grid electricity, cents/kWh	15	
Number of batteries required to purchase per blower	5	
Number of battery swaps required per day of blower use	5	
Assumed useful life of battery (yrs)	4	
Cost of battery pack, \$	\$ 750	
Time to recharge a single battery (hrs)	5	

Perhaps the largest capacity battery now on the market for a battery-powered leaf blower

Quite costly to purchase 5 batteries per blower as would be needed to cover 4 hrs blower use/day. 5 hrs to charge a battery. Recharging spent batteries on truck while 1 battery is in use could cut # batteries needed, but 5 hr charging time would mean that only the earliest used batteries could be recharged and available for re-use later in the day. Truck recharging would be very costly and the costs of doing this would outweigh the savings from buying fewer batteries

Establish in-truck battery recharging station		
Assumed capital cost	\$ 500	
Assumed useful life (yrs)	10	
Assumed annual operating/maintenance cost to recharge from truck	10	

?? Assumed ratio of cost to generate electricity for recharging at truck vs. cost/kwh from grid. HIGHLY UNCERTAIN. (Factor for gas or propane generator on truck might be 50)

Assumed labor requirements (minutes)		
Swap out depleted battery with charged battery from truck or residence	1	
Take depleted batteries from truck to recharge at charging location, next day load recharged batteries in truck	10	
Buy gas and oil as needed, mix and fill cans, put in truck as needed	30	
Start gas blower (adjust choke, pull cord, deal w/ occasional overheated blower)	1	
Refill gas blower when fuel runs out	2	

Per change
Per day
Per week (About 1 1/2 gallons fuel used/day)
Per property more than needed for starting BPLB
Per refill

Case #1 -- Corded, plug-in blowers for moderately demanding commercial work

Case #1 Moderately demanding work: spring cleanup and fall leaf removal. Blower must handle moderate quantity of wet leaves, small branches, blowing amidst shrubbery and thick ground cover. May involve moving leaves before shredding or mulching. At least 20 Newtons blowing force assumed required from blower to perform this work.
 Assumed blower usage: 4 weeks in spring and 8 weeks in fall, 1/2 hour/property, 4 hours/day and 5 days/week

A corded blower could perhaps be used for this purpose. However, in general, landscape maintenance contractors do not choose to use corded blowers because: 1) Issues involving availability, location and homeowner consent for contractor use of at-home outdoor outlets; 2) Prohibitively high cost of supplying sufficient amperage alternatively from an electrical source associated with the contractor's truck (e.g., generator, battery, solar charger, electric truck); 3) Logistical difficulties in managing a corded connection, including: cord fouling, moving from one outlet to another, avoiding cord damage to plantings, cutting cords with mowers and other equipment, unintentional unplugging, wet weather hazards; 4) Time costs of finding outlet, taking cord on reel off truck to outlet, plugging in, laying out cord, securing plug-ins, shifting to new outlet as necessary, re-reeling cord, returning cord reel to truck; 5) Reduced worker productivity/time costs involved in dragging cord around while blowing, in a manner that avoids fouling and damaging vegetation, and in a manner carefully coordinated with mowing and other activities on-site; and 6) The great majority of corded blowers do not provide sufficient power for moderately demanding work.

Nevertheless, corded blowers are generally quieter and more energy efficient than gas or electric cordless blowers. Despite the many reasons why landscapers would prefer not to use corded blowers, if quiet operation is needed, a corded blower will avoid the high costs of the several batteries that would be needed for cordless blowers. We judge -- and a rough analysis confirms that -- this savings on battery costs may perhaps outweigh the high fixed labor costs of using cordless blowers. In our rough analysis, the battery savings may be larger than the fixed costs of using a cordless blower when the contractor is on-site and blowing for a lengthy period (i.e, for our "moderately demanding" case) at that site, but will not outweigh the fixed costs when the contractor is on-site and blowing for a short period (e.g., for our "routine case" averaging 7.5 minutes blowing per site). Thus, we provide a full analysis (below) of corded blowers only for the moderately demanding case. For this analysis we select what appears to be the most powerful currently available corded blower.

	<u>Corded Electric</u>	<u>Gas</u>	<u>Electric</u>	Blower usage:	# mows per property/yr	weeks/yr	days/wk	hrs/day
Example model (backpack)	Toro PowerJet F700	Stihl BR 500	Oregon BL120VX	demanding:		12	5	4
Power output				routine:	32	26	5	1
Watts	1368	2000	1400	Labor Cost/hr.				
Newtons	?	22	22	Wage rate: \$	16.00			
Horsepower	0.73	2.7		Fully loaded: \$	22.40			
Noise rating (dBA)	≤70	65	59					
Weight (w/fuel or battery) (lbs)	6.7+	24.5	36.5					
Purchase cost of leafblower (w/o fuel or battery)	\$ 65	\$ 470	\$ 499					
Assumed blower useful life (in years)	3	4	5					
Purchase cost of 100 ft, 14 guage cord + hand crank hose reel	\$ 39							
Assumed cord useful life (in years)	1							
<i>Hours of use per year</i>								
# of properties/day	3	3	3					
Average hours of use/day of use	4	4	4					
Number of days/year in use	60	60	60					
sub-total: hours of use per year:	240	240	240					
Assumed maintenance cost/per year	\$ 15	\$ 75	\$ 25					
Assumed labor requirements (minutes)								
Remove cord reel from truck, plug in and lay out cord	5	Per property						
Assume move cord to different plug 1x	2	Per property						
Reel up cord, put back in truck	5	Per property						
Total	12	Per property						
Additional worker productivity loss while corded blowing	2%	Of total worker blowing time						
Kwh needed for recharge per hour of run time	1.44							

Case #2 -- Blowers for routine commercial work

Case #2 Routine work: average 1x/week cleaning of property after mowing during growing season (mid-April through mid-October). Blowing grass trimmings, a few leaves, dirt and other material off lawn, patio, driveway and walkways. 10 - 14 Newtons blowing force assumed required from blower to perform this work.
Assumed blower usage: 26 weeks per year, 1 hour/day and 5 days/week, 32 cuts/yr/property. Assume 8 properties/day, 7.5 minutes blowing at each. Backpack blower perhaps needed rather than handheld, to avoid operator fatigue over the work day, but handheld with good strap may be OK.

				Blower usage:			
				# mows per property/yr	weeks/yr	days/wk	hrs/day
				demanding:	12	5	4
				routine:	32	26	5
							1
Example model (backpack or handheld)				* assumed mostly run on economy mode, some on high, no Turbo. Very high uncertainty in wattage estimate			
Power output				Labor Cost/hr.			
Watts	800	?	?	Wage rate:	\$	16.00	
Newtons	12	11	17*	Fully loaded:	\$	22.40	
Horsepower	1.07						
Fuel capacity (oz) (128 oz/gal)	35.5						
Noise rating (dBA)	70	59**	65	** tested independently at "significantly higher" than claimed level			
Weight (w/fuel or battery(s)) (lbs)	14.3	24.8	9.6	Ryobi: 21.2 lbs incl 1 battery as initially outfitted; 3.6 lbs for a 2d battery, which can be fitted into the second slot on blower for extended run time			
Purchase cost of leafblower (w/o fuel; w/1 or 2-battery set)	\$ 280	\$ 399	\$ 329	Ryobi including two 40V batteries and charger. Ego including one 56V battery and charger.			
Assumed blower useful life (in years)	5	6	6				
Hours of use per year							
# of properties/day	8	8	8				
Average hours of use/day of use	1	1	1				
Number of days/year in use	130	130	130				
sub-total: hours of use per year:	130	130	130				
Assumed maintenance cost/per year	\$ 50	\$ 20	\$ 20				
Gas blower fuel issues							
Gas blower gas/oil fuel ratio	50:1						
Gallons of fuel/hour of running time	0.13						
Run time on one tank of fuel (hrs)	2.18						
Cost of gasoline, \$/gallon	\$ 2.70						
Cost of 2-cycle oil, \$/oz	\$ 1.00						
Effective cost of fuel, \$/gallon	\$ 5.21						
Fuel cost/hr of run time	\$ 0.66						
# fuel refills needed per day of blower use	0.46						

Battery characteristics							
Example model		Ryobi 40 V, 5Ah	Ego 56V, 5Ah				
Capacity (watt-hrs)		180	252	Intermediate calc:			
Assumed efficiency when charging (stored watts/input watts)		95%	95%	swaps/day intermed	-0.13043	0	
Battery kWh used per hour of running time		0.31	0.25	round up	-1	0	
kWh needed for recharge per hour of run time		0.33	0.27	round down	0	0	
Run time before battery set is depleted (minutes)		69	60				
Electricity to recharge battery set, cost per hour of blower run time	\$	0.005	\$ 0.004				
Cost of electricity, cents/kWh		15	15				
Number of battery sets required to purchase per blower		1	1				
Number of battery swaps required per day of blower use		0	0				
Assumed useful life of battery (yrs)		4	4	3 yr warranty			
Cost of addl battery set and chargers (Ryobi 2, Ego 1), \$	\$	366	\$ 225	Although best price found for Ego battery and charger was \$324, buying a 56V Ego tool			
Time to recharge a single battery (hrs)		3.33	1.67	(blower, trimmer, mower, chain saw, edger, pole saw, snow blower) as a package with			
				battery and charger costs roughly similar amount. Assume this reduces effective cost of			
No need for in-truck battery recharging station; recharge batteries at home base		0	0	battery and charger to \$225			
Assumed useful life (yrs)		10	10				

Assumed labor requirements (minutes)			
Swap out depleted battery set with charged set from truck	2	1	Per change
Take depleted batteries from truck to recharge at home base, next day load charged batteries in truck	7	5	Per day
Buy gas and oil as needed, mix and fill cans, put in truck as needed	10	10	Per week (About 1/4 gallon fuel used/day)
Start gas blower (adjust choke, pull cord, deal w/occasional overheated blower)	1	1	Per property more than for BPLB
Refill gas blower when fuel runs out	2	2	Per refill

CO₂ Emissions

Fuel/electricity consumption per hour of use

Blower type	Gas (gas/oil mixture): Gal	Battery: kWh	Corded: Kwh	Handheld: kWh	Car*, for comparison: Gal	* Assume 24 mpg for city driving at avg of 16 mph
Large, case #1	0.24	1.47	1.44			
Small/med case #2	0.13	0.33		0.27		
					1.5	
Emission factors:						
lbs CO ₂ /gallon gas	19.6				19.6	Source: EIA
lbs CO ₂ /mWh		930.6	930.6	930.6		Source: PEPCO for 2019
Result: lbs CO ₂ /hour of use						
Large, case #1	4.70	1.37	1.34			
Small/med case #2	2.49	0.31		0.25		
					29.40	
Conclusions: ratio of gas blower emissions/hr to that for various battery and corded blowers:						
				Large blowers	3.47	
				Small/med blowers	9.00	
ratio of car emissions/hr to that for gas blowers:						
				Large blowers	6.25	
				Small/med blowers	11.81	

Impact of Potential Battery Cost Reductions

Source of info on likely battery cost reductions: Bloomberg New Energy Finance, Dec. 3, 2019 (provided by George Schu). Quotes below:

Average market prices for battery packs ...
[were] \$156/kWh in 2019

Prices are projected to fall to around \$100/kWh by 2023

the path to achieving \$100/kWh by 2024 looks promising,
even if there will undoubtedly be hiccups along the way

Assume that these projections for large Li-ion battery packs for electric vehicles and renewable storage are applicable also for small Li-ion battery packs for, e.g., leaf blowers

Assume these projections specifically refer to prices in mid-2019 (\$156/kWh) and at end-of-year 2023 4.5 years duration

Figuring the annual rate of change in battery prices over this period:

$$\begin{aligned} \$100 &= \$156 \times Y^{4.5} \\ \ln(100) &= \ln(156) + 4.5 \times \ln Y \\ -0.444685821 &= 0.4575821 + 4.5 \ln Y \\ -0.902268642 &= 4.5 \ln Y \\ \ln Y &= -0.200504143 \\ Y &= 0.8187 \end{aligned}$$

9.41% projected decline in battery price per year

Assumed change in leaf blower battery prices from current (early 2020) to early 2022 (assumed to be when the newest, least costly battery equipment is available for purchase to comply with ban on gas-powered blowers) will thus be:

2 years at 9.41% projected decline in battery price per year equals: 17.93% total decline in price
or: 82.07% price in early 2022 relative to current price

Revised cost comparisons assuming projected decline in battery prices

(be careful, the following tables are values, not formulas)

original tables, w/out battery price reduction

Case #1: Moderately demanding work -- relatively powerful commercial backpack blower to be used for spring cleanup

Cost elements	Gas	Battery	Corded, if possible
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	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 to 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

Cost elements	Gas	Battery	Battery - handheld
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	0	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

Revised tables, with battery cost reduction:

Case #1: Moderately demanding work -- relatively powerful commercial backpack blower to be used for spring cleanup

Cost elements	Gas	Battery	Corded, if possible
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 - ORIGINAL (simple amortization over useful life)	\$ 118	\$ 1,100	\$ 61
Annual total capital cost - WITH BATTERY PRICE REDUCTION	\$ 118	\$ 920	\$ 61
Annual cost for fuel or electricity (corded assumed free)	\$ 300	\$ 5	-
Add'l annual labor cost to 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	\$ 1,286	\$ 882

Oregon battery price declines from \$750 now to \$615. \$135 price reduction/unit x 5.333 units spread over 4 yrs useful life
\$180 reduction in annualized cost

Case #2: For routine blowing -- yard and hard surface cleaning during growing season, roughly weekly. Remove or

Cost elements	Gas	Battery	Battery - handheld
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	0	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 total capital cost - WITH BATTERY PRICE REDUCTION	\$ 56	\$ 55	\$ 48
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	\$ 415	\$ 311

Assume battery set accounts for 60% of tool + 2 battery set cost for battery blower, 40% of tool + 1 battery cost for handheld blower.
Thus amortized battery cost reduction for battery blower is 60% x \$399 x 19.93% / 4 yr useful life = \$12
Thus amortized battery cost reduction for handheld blower is 40% x \$329 x 19.93% / 4 yr useful life = \$7

Results:

For case #1, the battery option is this % more costly than gas-powered: 37% 81% \$1,466
For case #2, the battery option is this % less costly than gas-powered: 38% 36% \$427