

# City of Hyattsville

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



## Agenda Regular Meeting

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**Monday, June 6, 2022**

**7:00 PM**

**Virtual**

## **City Council**

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

## **ADMINISTRATION**

**Tracey E. Douglas, City Administrator**  
**Laura Reams, City Clerk, 301-985-5009, [cityclerk@hyattsville.org](mailto: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](http://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](http://www.hyattsville.org/meetings) or via email to [cityclerk@hyattsville.org](mailto: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](http://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](http://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](http://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, June 6, 2022 remotely via video conference. The Council meeting will be conducted entirely remotely; there will be no in-person meeting attendance.

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

**PUBLIC PARTICIPATION:**

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

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

[https://us06web.zoom.us/webinar/register/WN\\_nYsZbwdJTQ-bUaQ1TXAy-w](https://us06web.zoom.us/webinar/register/WN_nYsZbwdJTQ-bUaQ1TXAy-w)

- 1. Call to Order and Council Roll Call**
  - 2. Pledge of Allegiance to the Flag**
  - 3. Approval of Agenda**
  - 4. Public Comment (7:10 p.m. – 7:20 p.m.) Complete Speaker Card, Limit 2 minutes per speaker**
  - 5. Community Notices and Meetings**
    - 5.a. Main City Calendar: June 7, 2021 - June 21, 2022** [HCC-404-FY22](#)  
N/A  
**Sponsors:** City Administrator  
**Department:** City Clerk  
**Attachments:** [City Calendar June 7, 2022 - June 21, 2022](#)
  - 6. City Administrator Update (7:20 p.m. - 7:35 p.m.)**
- Proclamations (7:35 p.m.)**

**a. Proclamation in Celebration of Juneteenth [HCC-399-FY22](#)**

I move the Mayor and Council adopt a Proclamation Observing and Celebrating Juneteenth in the City of Hyattsville.

**Sponsors:** City Administrator

**Department:** City Clerk

**Attachments:** [CM 0606 Juneteenth 2022](#)

**b. Proclamation in Celebration of LGBTQ+ Pride Month [HCC-402-FY22](#)**

I move that the Mayor and Council adopt a proclamation recognizing and honoring June as LGBTQ+ Pride Month.

**Sponsors:** City Administrator

**Department:** City Clerk

**Attachments:** [CM 0606 LGBTQ+ Pride Month 2022](#)

**c. Proclamation in Celebration of June as Caribbean-American Heritage Month [HCC-403-FY22](#)**

I move the Mayor and Council adopt a proclamation recognizing and honoring June as Caribbean-American Heritage Month.

**Sponsors:** City Administrator

**Department:** Legislative

**Attachments:** [CM 0606 Caribbean-American Heritage Month 2022](#)

**7. Consent Items (7:35 p.m. - 7:40 p.m.)**

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



**7.a. Information Technology - IT Hardware Replacement Purchase**[HCC-380-FY22](#)

I move the Mayor and Council authorize the City Administrator to execute a purchase order with GHA Technologies Inc. for the purchase of laptops and IT hardware for a cost not to exceed \$60,000.

**Sponsors:** City Administrator

**Department:** Information Technology

**Attachments:** [Memo - IT Laptop and Hardware Purchase - May 2022](#)

**7.b. Renewal of Contract with Lexipol**[HCC-382-FY22](#)

I move that Mayor and Council authorize the City Administrator to renew the contract with Lexipol for a period of one (1) year at a cost not to exceed \$15,257.76 annually.

**Sponsors:** City Administrator

**Department:** Police Department

**Attachments:** [Purchase Order Lexipol](#)

**7.c. Decommissioning and Surplus of Public Works and Parking Compliance Equipment**[HCC-384-FY22](#)

I move that the Mayor and Council authorize the decommissioning and disposal of the vehicles and equipment noted in the memo dated May 19th, 2022.

**Sponsors:** City Administrator

**Department:** Public Works

**Attachments:** [220519 - memo - surplus items](#)

**7.d. Furniture Purchase - Teen and Multigenerational Center**[HCC-385-FY22](#)

I move that the Mayor and Council approve an expenditure not to exceed \$110,000.00 to Douron for the purchase of furniture for the Teen and Multigenerational Center utilizing the MAPT Contract 2015-42.

**Sponsors:** City Administrator

**Department:** Public Works

**Attachments:** [JN-11039 HYATTSVILLE TEEN CENTER-R04 \(1\)](#)

**7.e. FY22 Budget Amendment: FY22 Special Revenues Fund Budget Amendment and Appropriation of the Maryland DHCD National Capital Strategic Economic Fund (NCSEDF) Grant Awards from FY19 and FY20** [HCC-388-FY22](#)

I move that the Mayor and Council amend the FY22 Special Revenues Fund Budget and appropriate prior grant awards not expended of \$250,000 awarded in the FY19 NCSEDF grant #00342 and \$250,000 awarded in the FY20 NCSEDF grant #00083 for a total of \$500,000 awarded by the National Capital Strategic Economic Development Fund (NCSEDF) for the strategic demolition and grading activities of the site being redeveloped by Urban Investment Partners (UIP) Canvas (formerly Armory) project.

**Sponsors:** City Administrator

**Department:** Finance

**Attachments:** [NCSEDF-2019-Hyattsville-00342 - City Signature UIP Project \\$250,000 5-24-2022](#)  
[ExecutedAgreement\\_083 - FY2020 \(1\) \\$250,000](#)

**7.f. MDOT Rhode Island Trolley Trail Lighting Expenditure** [HCC-389-FY22](#)

I move that the Mayor and Council authorize an expenditure to Maryland Department of Transportation - State Highway Administration (MDOT) not to exceed \$240,000 for the City's portion of the lighting construction cost.

**Sponsors:** City Administrator

**Department:** Public Works

**Attachments:** [Lighting MOU Estimated and Bid Costs](#)

**7.g. IT Managed Services** [HCC-392-FY22](#)

I move the Mayor and Council authorize the City Administrator to execute an IT managed services agreement with Dataprise Inc., 3700 Koppers Street, Suite 520, Baltimore, Maryland 21227 for a term of 24-months and amount not to exceed \$51,587.

**Sponsors:** City Administrator

**Department:** Information Technology

**Attachments:** [Memo - IT Managed Services Agreement - May 2022](#)

**7.h. IT - Adobe Licensing Acquisition**[\*\*HCC-393-FY22\*\*](#)

I move the Mayor and Council authorize the City Administrator to accept the proposal submitted by GHA Technologies, Inc. to provide the City with Adobe Suite licensing for a cost not to exceed \$13,000.

**Sponsors:** City Administrator

**Department:** Information Technology

**Attachments:** [Memo - IT - Adobe Licensing](#)

**7.i. Reschedule June 20 Special Council Meeting to June 21, 2022**[\*\*HCC-394-FY22\*\*](#)

I move the Mayor and Council reschedule the planned Special Council Meeting for Monday, June 20 to Tuesday, June 21 at 7 PM. The purpose of this Council Meeting is to accept the Special Election Results.

**Sponsors:** City Administrator

**Department:** City Clerk

**8. Action Items (7:40 p.m. - 10:30 p.m.)****8.a. Hyattsville Ordinance 2022-01: Fiscal Year 2023 Budget (Adoption)**[\*\*HCC-383-FY22\*\*](#)

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

**Sponsors:** City Administrator

**Department:** Finance

**Attachments:** [HO 2022-01 Fiscal Year 2023 Budget](#)  
[FY 2022 NP Five Forecast Full Report edited 5-31-2022 \(1\)](#)  
[Final Excel FTE FY 2023 5-27-2023](#)

**8.b. Resolution 2022-04: Recognizing Juneteenth as an Annual Day of Remembrance and City Holiday** [HCC-395-FY22](#)

I move the Mayor and Council adopt Hyattsville Resolution 2022-04, a resolution recognizing Juneteenth National Independence Day as an annual day of remembrance and as a paid city holiday for city employees.

**Sponsors:** City Administrator

**Department:** City Clerk

**Attachments:** [Juneteenth Resolution 2022-04 060122](#)

**8.c. Traffic Calming Decision: 4900 block of 41st Place** [HCC-390-FY22](#)

I move the Mayor and Council approve traffic calming measures on the 4900 block of 41st Place and authorize the City Administrator and DPW staff to conduct evaluation for the installation of appropriate traffic calming and mitigation for the area.

**Sponsors:** City Administrator

**Department:** Public Works

**Attachments:** [Pennoni Traffic Study](#)  
[41St Place Between Decatur & Emerson St Petition\\_Redacted\\_with map](#)

**8.d. Traffic Calming Decision: 3500 Block of Longfellow** [HCC-386-FY22](#)

I move the Mayor and Council approve traffic calming measures on the 3500 block of Longfellow Street and authorize the City Administrator and DPW staff to conduct evaluation for the installation of appropriate traffic calming and mitigation for the area.

**Sponsors:** City Administrator

**Department:** Public Works

**Attachments:** [Pennoni Traffic Study](#)  
[3500 block Longfellow Street Traffic Calming Petition\\_map\\_redacted](#)

**8.e. Traffic Calming Decision: 3400 and 3500 block of Lancer Drive**[\*\*HCC-391-FY22\*\*](#)

I move the Mayor and Council approve traffic calming measures on the 3400 and 3500 block of Lancer Drive and authorize the City Administrator and DPW staff to conduct evaluation for the installation of appropriate traffic calming and mitigation for the area.

**Sponsors:** City Administrator

**Department:** Public Works

**Attachments:** [Pennoni Traffic Study](#)  
[Lancer Drive Petition\\_redacted](#)

**8.f. Approval of King Park Renovation Design Proposal**[\*\*HCC-379-FY22\*\*](#)

I move that the Mayor and Council authorize an expenditure not to exceed \$60,000 to the Low Impact Design Center for design of the renovation of King Park under their existing contract.

**Sponsors:** City Administrator

**Department:** Public Works

**Attachments:** [LIDC King Park proposal signed 041322](#)

**8.g. Purchase of IAPro Software**[\*\*HCC-363-FY22\*\*](#)

I move that the Mayor and Council authorize the City Administrator to approve the purchase of IAPro software, to include training and maintenance, at a cost not to exceed \$36,000.000.

**Sponsors:** City Administrator

**Department:** Police Department

**Attachments:** [IAPro Packet](#)

**8.h. Hyattsville Ordinance 2022-02: Municipal Gas-Powered Leaf Blower Ban (INTRODUCTION & FIRST READING) [HCC-398-FY22](#)**

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

**Sponsors:** City Administrator

**Department:** Legislative

**Attachments:** [HO-2022-02 amending Ch 79 - gas powered leaf blower ban 060122 effective Aug 1 2022](#)

**8.i. Small Business Emergency Relief Programs [HCC-396-FY22](#)**

I move the Mayor and Council allocate and authorize the expenditure of \$1,000,000 for business emergency relief programs. Funds will be allocated into two programs:

1. \$900,000 for general emergency relief needs of Hyattsville small businesses, which will provide awards up to \$25,000 for small businesses licensed by and located within the City of Hyattsville who experienced negative economic impacts during the COVID-19 pandemic. Exclusions and other conditions apply.
2. \$100,000 for a permit expediting program to assist new and existing businesses in the City with expediting permit applications with Prince George's County, authorizing up to \$2,500 reimbursement for services provided by an approved list of vendors.

**Sponsors:** City Administrator

**Department:** Finance

**Attachments:** [Memorandum - ARPA Small Bus Programs 05.31.2022](#)

**8.j. Nonprofit Emergency Relief Programs**[HCC-397-FY22](#)

I move that the Mayor and Council allocate and authorize expenditure of \$1,000,000 for nonprofit emergency relief programs. Program funds will be allocated into two programs:

1. \$900,000 for general emergency relief needs of eligible Hyattsville non-profits, authorizing up to \$25,000 per non-profit.
2. \$100,000 for a childcare assistance program fund, authorizing up to \$25,000 per eligible child care provider.

**Sponsors:** City Administrator

**Department:** Finance

**Attachments:** [Memorandum - ARPA Nonprofit Programs 05.31.2022](#)

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



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## Agenda Item Report

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**File #:** HCC-404-FY22

6/6/2022

5.a.

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

**Item Title:**

**Main City Calendar: June 7, 2021 - June 21, 2022**

**Suggested Action:**

N/A

**Summary Background:**

N/A

**Next Steps:**

N/A

**Fiscal Impact:**

N/A

**City Administrator Comments:**

N/A

**Community Engagement:**

N/A

**Strategic Goals:**

Goal 1 - Ensure Transparent and Accessible Governance

**Legal Review Required?**

N/A



For further information regarding City programming, events, or meetings please visit [hyattsville.org/meetings](https://hyattsville.org/meetings) or call 301-985-5000.

All committee meetings are virtual unless otherwise indicated below.

**Election Day for Special 2022 Mayoral Election**

June 7, 2022, 7 AM to 8 PM, City Building, 4310 Gallatin Street

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**Ageless Grace Seated Exercise, Class**

June 8, 2022, 10:00 AM-11:00 AM

First floor City Building

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**Search & Seizure Virtual Roundtable**

Jun 8, 2022, 6:30 PM

Join members of the City's Police & Public Safety Advisory Committee and Hyattsville Police Department for a Public Safety Listening Session on Wednesday, June 8, 6:30 – 8:30 p.m., via Zoom. The discussion will focus on City-wide crime stats, recent incidents of public interest, neighborhood watch tips, and special public safety-related topics.

**Hyattsville Business Round Table**

June 9, 2022, 10:00 AM-11:30 AM

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**Hyattsville Environment Committee Meeting**

June 14, 2022, 7:00 PM

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**Ageless Grace Seated Exercise, Class**

June 15, 2022, 10:00 AM-11:00 AM

First floor City Building

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**Teen Center Block Party**

June 15, 2022, 5:00 PM

In Person Driskell Park Recreation Center, 3911 Hamilton Street

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**Code Compliance Advisory Committee Meeting**

June 15, 2022, 7:00 PM

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**Education Facilities Task Force Meeting**

June 16, 2022, 7:00 PM

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**Invasive Plant Removal**

June 18, 2022, 10:00 AM-2:00 PM

Driskell Park

Main City Calendar: June 7, 2022 – June 21, 2022

**Planning Committee Meeting**

June 21, 2022, 7:00 PM

**City Council Meeting**

June 21, 2022, 7:00 PM



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## Agenda Item Report

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**File #:** HCC-399-FY22

6/6/2022

a.

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

**Item Title:**  
**Proclamation in Celebration of Juneteenth**

**Suggested Action:**

I move the Mayor and Council adopt a Proclamation Observing and Celebrating Juneteenth in the City of Hyattsville.

**Summary Background:**

This proclamation recognizes Juneteenth in the City of Hyattsville as a day to honor, educate, and reflect on the significant contributions and hardships Black African Americans have endured and contributed to the United States. Juneteenth is celebrated on June 19. The City will celebrate the holiday with a Juneteenth Summer Jam neighborhood celebration on Friday, June 17, from 5 p.m. to 8 p.m. at Hyatt Park, 3500 Hamilton Street.

**Next Steps:**

Adopt Proclamation.

**Fiscal Impact:**

N/A

**City Administrator Comments:**

Recommend approval.

**Community Engagement:**

The City will celebrate the holiday with a Juneteenth Summer Jam neighborhood celebration on Friday, June 17, from 5 p.m. to 8 p.m. at Hyatt Park, 3500 Hamilton Street.

**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

### OBSERVING JUNETEENTH IN THE CITY OF HYATTSVILLE

This proclamation recognizes Juneteenth in the City of Hyattsville as a day to honor, educate, and reflect on the significant contributions and hardships Black African Americans have endured and contributed to the United States.

**WHEREAS**, President Abraham Lincoln signed the Emancipation Proclamation on January 1, 1863, to free the last of the enslaved African Americans in the south, though it was largely ignored; and

**WHEREAS**, more than two years later on June 19, 1865, soldiers arrived in Texas to enforce the President's Order and liberate the last of the enslaved African Americans, marking the day as Juneteenth; and

**WHEREAS**, since 1865, Juneteenth celebrations have taken place across the United States, and in June 2021 President Biden declared the oldest nationally celebrated commemoration of the ending of slavery to be a Federally observed holiday; and

**WHEREAS**, the City of Hyattsville recognizes the history of racism in our country and what must be done to combat systemic racism; and

**WHEREAS**, Juneteenth is now an opportunity for all Hyattsville residents to commit to self-educate and become more aware of the day-to-day disparities African Americans face.

**NOW, THEREFORE BE IT RESOLVED**, that the City of Hyattsville Mayor and Council do hereby recognize Juneteenth in the City of Hyattsville and invites its residents to celebrate the holiday with a Juneteenth Summer Jam neighborhood celebration on Friday, June 17, from 5 p.m. to 8 p.m. at Hyatt Park, 3500 Hamilton Street.

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**Robert Croslin**

*Interim Mayor, City of Hyattsville*

June 6, 2022





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## Agenda Item Report

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**File #:** HCC-402-FY22

6/6/2022

b.

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

**Item Title:**

**Proclamation in Celebration of LGBTQ+ Pride Month**

**Suggested Action:**

I move that the Mayor and Council adopt a proclamation recognizing and honoring June as LGBTQ+ Pride Month.

**Summary Background:**

June is LGBTQ+ Pride Month Nationally.

**Next Steps:**

Adopt Proclamation.

**Fiscal Impact:**

N/A

**City Administrator Comments:**

Recommend support.

**Community Engagement:**

Recognition of Pride Month has been planned for social media.

**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

### CELEBRATING JUNE 2022 AS LESBIAN, GAY, BISEXUAL, TRANSGENDER, AND QUEER + PRIDE MONTH IN THE CITY OF HYATTSVILLE

To celebrate the wide array of contributions that lesbian, gay, bisexual, transgender, and queer + (LGBTQ+) residents make to our community every day, this proclamation recognizes LGBTQ+ residents as integral to the City of Hyattsville. This proclamation also reaffirms the City's commitment to remaining a safe and welcoming place where LGBTQ+ residents and their loved ones can thrive.

**WHEREAS**, the City of Hyattsville is fortunate to be the home of many LGBTQ+ residents, as well as residents who identify as asexual, intersex, non-binary, queer, and as part of other diverse communities; and

**WHEREAS**, the City has been home to more than twice the national average of same-sex households for many years; and

**WHEREAS**, residents of all sexual orientations and gender identities continue to participate in and enrich City programs and community events, often in addition to working across many different sectors in Hyattsville and other communities; and

**WHEREAS**, June is National LGBTQ+ Pride Month to commemorate a riot in 1969 at the Stonewall Inn in Manhattan that is thought to be the beginning of the gay liberation movement in the United States; and

**WHEREAS**, the City recognizes that while LGBTQ+ rights have been advanced since the beginning of the gay liberation movement in the United States, a great amount of work remains to be done so that all are included and protected in their communities by local, state, and federal law.

**NOW, THEREFORE BE IT RESOLVED**, that the City of Hyattsville celebrates Lesbian, Gay, Bisexual, Transgender, and Queer + Pride Month during June of 2022.

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**Robert Croslin**

*Interim Mayor, City of Hyattsville*

June 6, 2022







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## Agenda Item Report

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**File #:** HCC-403-FY22

6/6/2022

C.

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

**Item Title:**

**Proclamation in Celebration of June as Caribbean-American Heritage Month**

**Suggested Action:**

I move the Mayor and Council adopt a proclamation recognizing and honoring June as Caribbean-American Heritage Month.

**Summary Background:**

2022 marks the 18th anniversary of Caribbean-American Heritage Month nationally, and more than four million Caribbean-Americans live in the United States that enrich our nation. The City of Hyattsville is fortunate to have a diverse community, which includes residents who have roots in the many nations and cultures of the Caribbean, and the City Council and Mayor acknowledge the role Caribbean-Americans continue to play in helping create and maintain the strength and independence of our community.

**Next Steps:**

Adopt the proclamation.

**Fiscal Impact:**

N/A

**City Administrator Comments:**

Recommend support.

**Community Engagement:**

The City has planned recognition for the month via social media outlets.

**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

### CELEBRATING JUNE 2022 AS CARIBBEAN-AMERICAN HERITAGE MONTH IN THE CITY OF HYATTSVILLE

This proclamation declares the month of June 2022 to be Caribbean-American Heritage Month in the City of Hyattsville and recognizes the contributions that Caribbean people and their descendants have made in the United States.

**WHEREAS**, the City of Hyattsville is fortunate to have a diverse community, which includes residents who have roots in the many nations and cultures of the Caribbean; and

**WHEREAS**, 2022 marks the 18<sup>th</sup> anniversary of Caribbean-American Heritage Month nationally, and more than four million Caribbean-Americans live in the United States that enrich our nation; and

**WHEREAS**, the City is proud to celebrate Caribbean-American history, culture, achievements, and heritage in coordination with immigrants, families, and communities across the country.

**NOW, THEREFORE BE IT RESOLVED**, that the City Council and Mayor acknowledge the role Caribbean-Americans continue to play in helping create and maintain the strength and independence of our community and nation by celebrating June of 2022 as Caribbean-American Heritage Month in the City of Hyattsville.

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**Robert Croslin**

*Interim Mayor, City of Hyattsville*

June 6, 2022







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## Agenda Item Report

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**File #:** HCC-380-FY22

6/6/2022

7.a.

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Submitted by: At the Request of the City Administrator  
Submitting Department: Information Technology  
Agenda Section: Consent

**Item Title:**

**Information Technology - IT Hardware Replacement Purchase**

**Suggested Action:**

I move the Mayor and Council authorize the City Administrator to execute a purchase order with GHA Technologies Inc. for the purchase of laptops and IT hardware for a cost not to exceed \$60,000.

**Summary Background:**

The City has budgeted for the replacement of desktops, laptops and associated information technology hardware for City operations. Funding for replacement is scheduled in both the FY2022 and FY2023 budgets. Scheduled replacements are scheduled for the following City operations: Code Compliance, Parking Compliance, Public Works and supplemental hardware for IT stock.

The City issued a request for fourteen (14) units of a Dell rugged laptop, monitor, docking station and compatible keyboards. The quantities were specified in order to secure an 'apples-to-apples' comparison, as it is likely that the City will purchase varying quantities of each specific device.

**Next Steps:**

No additional action is required.

**Fiscal Impact:**

Funding for this acquisition is included in the FY2022 and FY2023 budgets.

**City Administrator Comments:**

Recommend approval.

**Community Engagement:**

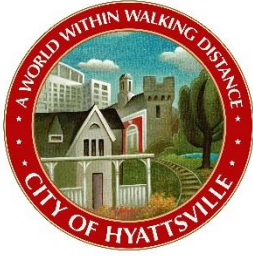
N/A

**Strategic Goals:**

Goal 4 - Foster Excellence in all City Operations

**Legal Review Required?**

N/A



## Memo

To: Mayor and City Council

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

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

Date: May 23, 2022

Re: IT Hardware Acquisition

The purpose of this memorandum is to provide the City Council with a summary of solicitation for IT hardware to support continuity of City operations and a request for authorization to proceed with purchase.

### Project Summary

The City has budgeted for the replacement of desktops, laptops and associated information technology hardware for City operations. Funding for replacement is scheduled in both the FY2022 and FY2023 budgets. Scheduled replacements are scheduled for the following City operations: Code Compliance, Parking Compliance, Public Works and supplemental hardware for IT stock.

The City issued a request for fourteen (14) units of a Dell rugged laptop, monitor, docking station and compatible keyboards. The quantities were specified in order to secure an 'apples-to-apples' comparison, as it is likely that the City will purchase varying quantities of each specific device.

IT Equipment Quote - May 2022					
Firm	Dell Latitude 7220 Rugged, CTO	Detach Keyboard	Docking Station	Samsung Monitor	Total Bundle
CDW	2,426.93	311.63	252.19	203.69	3,194.44
Dataprise Inc.	2,335.15	255.62	287.72	212.52	3,091.01
<b>GHA Technologies, Inc.</b>	<b>2,294.05</b>	<b>258.00</b>	<b>158.00</b>	<b>216.05</b>	<b>2,926.10</b>

Based upon the unit pricing provided in response to this request for hardware, City staff is recommending the City Council authorize the City Administrator to execute a purchase order with GHA Technologies Inc. for the purchase of laptops and IT hardware for a cost not to exceed \$60,000.



# City of Hyattsville

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

## Agenda Item Report

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**File #:** HCC-382-FY22

6/6/2022

7.b.

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

**Item Title:**  
**Renewal of Contract with Lexipol**

**Suggested Action:**

I move that Mayor and Council authorize the City Administrator to renew the contract with Lexipol for a period of one (1) year at a cost not to exceed \$15,257.76 annually.

**Summary Background:**

The Police Department entered into a contract with Lexipol in 2019 for the purposes of revising the Police Department General Orders. This contract was for a term of one (1) year with a renewal up to four (4) additional years. There is one year remaining on the contract.

**Next Steps:**

Upon City Council approval, the City Administrator will renew the contract with Lexipol.

**Fiscal Impact:**

Not to exceed \$15,257.76

**City Administrator Comments:**

Recommends approval

**Community Engagement:**

N/A

**Strategic Goals:**

Goal 1 - Ensure Transparent and Accessible Governance

**Legal Review Required?**

N/A

## Contract Review & Approval Form

Department: Police

Subject: Lexipol

Date Submitted to Finance: 05/13/2022

Document Type:

☐ Grant ☐ Contracts ☐ Other \_\_\_\_\_

☒ Purchase Order Edit List ☐ MOU

P22/103070 01-204-001-5325 Licenses/User Fees-PD-Rec. & Com

Firm: Lexipol, LLC

Contact Person: Chief Towers

Contact Phone/E-mail: 301-985-5084

Name of Contract: \_\_\_\_\_

Amount: \$ 15,257.76 Renewal Date (if Applicable) \_\_\_\_\_

Term: \_\_\_\_\_

Staff Person: \_\_\_\_\_

Date Approved by Council: \_\_\_\_\_ Motion # : \_\_\_\_\_

### For Treasurer's Office

City Fiscal Year: FY \_\_\_\_\_ Budget Line: \_\_\_\_\_

Encumbrance/PO Number: \_\_\_\_\_

### Reviewed Signature:

Department Head: \_\_\_\_\_ Date: \_\_\_\_\_

Grants/Contracts/Procurement: \_\_\_\_\_ Date: \_\_\_\_\_

Treasurer: \_\_\_\_\_ Date: \_\_\_\_\_

City Attorney Attached Email Thread: Yes ☐ No ☐ Date: \_\_\_\_\_

City Administrator: \_\_\_\_\_ Date: \_\_\_\_\_

# City of Hyattsville

## Purchase Order Edit List

Report # 75630  
Batch: 25811  
Purchase Order: (N / A)  
Limit One PO Per Page: No

Batch #	Control Total	Status	Created By	Date Created	Last Updated By	Date Last Updated
25811	\$15,257.76	Ready to Post	Michelle D	05/12/2022	Michelle D	05/12/2022

PO #	Vendor Code	Vendor Name	Status	Purch Address	Payroll PO?	PO Amount
PO Date	Location Code	Location Name	External PO #	Deliver Address	Blanket PO?	PO Freight
Posting Date	PO Status	Ordered By	Terms	Ship Via/FOB	Bill to Deliver?	PO Total
Internal Handling Code / Description						
P22 / 103070	LEXIPOL	LEXIPOL LLC	Ready to Post	DfltAddr1	No	\$15,257.76
03/01/2022	Primary	City of Hyattsville		900	No	\$0.00
05/12/2022	Open	INVLEX8718	0 Days		No	<u>\$15,257.76</u>

Line #	Item #	Description	Qty	Unit Price	Unit	Extended Cost	Freight	Line Total
10		Annual Law Enforcement Supplemental Manual	1.00	15,257.76		15,257.76	0.00	15,257.76
Total:						<u>\$15,257.76</u>	<u>\$0.00</u>	<u>\$15,257.76</u>
		Account Number	Account Description			Amount	Freight	Total
		01-204-001-5325	Licenses/User Fees-PD-Rec & Comm			15,257.76	0.00	15,257.76
			Total Distributions			<u>\$15,257.76</u>	<u>\$0.00</u>	<u>\$15,257.76</u>

**Batch Total: \$15,257.76**

Expense Distribution Summary		
Account Number	Account Description	Amount
01-204-001-5325	Licenses/User Fees-PD-Rec & Comm	15,257.76
Total for Batch #25811		<u>\$15,257.76</u>

1 Purchase Order Listed.



POLICE1) CORRECTIONS1)  
FIRE RESCUE1) EMS1) GOV1)

## Invoice

Date 3/1/2022  
Invoice # INVLEX8718  
Terms Net 30  
Due Date 3/31/2022  
PO #

**NOTICE: WE HAVE A NEW MAILING ADDRESS.**  
Please change the address and remit payment to: 2611 Internet Blvd. Suite 100, Frisco, TX  
75034-9085

**Bill To**

Hyattsville Police Department  
4310 Gallatin St  
Hyattsville, MD 20781

**End User****Contract Term**

4/1/2022 to 3/31/2023

**Item**

Annual Law Enforcement Supplemental Manual(s)  
Annual Law Enforcement Policy Manual & Daily Training Bulletins

Your price includes a 5% discount.

**Invoice Total** 15,257.76  
**Amount Due** \$15,257.76

Contact Information:  
Phone: 844-312-9500  
Email: [receivables@lexipol.com](mailto:receivables@lexipol.com)

ACH Payments to:  
Lexipol LLC  
Routing# 031207607  
Account# 8026454197  
PNC Bank, N.A.  
2 Tower Center Blvd  
East Brunswick, NJ 08816  
Payment Notice to [receivables@lexipol.com](mailto:receivables@lexipol.com)

Please Make Checks Payable to:  
Lexipol LLC  
2611 Internet Blvd, Suite 100  
Frisco, Tx 75034-9085



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## Agenda Item Report

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**File #:** HCC-384-FY22

6/6/2022

7.c.

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

**Item Title:**

**Decommissioning and Surplus of Public Works and Parking Compliance Equipment**

**Suggested Action:**

I move that the Mayor and Council authorize the decommissioning and disposal of the vehicles and equipment noted in the memo dated May 19<sup>th</sup>, 2022.

**Summary Background:**

The equipment listed in the memo has exceeded the standard replacement schedule and need extensive additional work and financial resources to keep them on the road. Decommissioning the equipment frees up time, space, and resources for other vehicles and equipment.

**Next Steps:**

Place the items for auction or disposal according to the City's Procurement Policy.

**Fiscal Impact:**

Proceeds from the auction will be returned to the City's general fund.

**City Administrator Comments:**

Recommends approval

**Community Engagement:**

N/A

**Strategic Goals:**

Goal 1 - Ensure Transparent and Accessible Governance

**Legal Review Required?**

N/A





## City of Hyattsville

# Memo

**To:** Lesley Riddle, Director of Public Works  
**From:** Hal Metzler, Deputy Director of Public Works  
**CC:**  
**Date:** May 19, 2022  
**Re:** Items to be Decommissioned and Disposed

---

Mrs. Riddle,

The attached list of items are hereby requested to be decommissioned and/or disposed according to the City's Procurement Policy:

Parking	2014 GEM eL XD Polaris Electric Vehicle	52CG2DGA5E0004609	Fair Condition
SWV0967	2009 International Refuse truck	1HTWGAZT19J091184	Poor Condition



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## Agenda Item Report

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**File #:** HCC-385-FY22

6/6/2022

7.d.

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

**Item Title:**  
**Furniture Purchase - Teen and Multigenerational Center**

**Suggested Action:**

I move that the Mayor and Council approve an expenditure not to exceed \$110,000.00 to Douron for the purchase of furniture for the Teen and Multigenerational Center utilizing the MAPT Contract 2015-42.

**Summary Background:**

In the Spring of 2022 the City Council authorized the renovation of 5812 40<sup>th</sup> Ave to be the new Teen and Multigenerational Center. Staff have worked with the youth staff, teens and youth in the community to identify the best options for furnishings. We also worked with Douron to prepare a furniture plan to minimize cost and maximize flexibility of uses of the spaces being constructed.

**Next Steps:**

Facilitate the order and complete the project to bring the Teen and Multigenerational Center to full operation.

**Fiscal Impact:**

NTE \$110,000.00

**City Administrator Comments:**

Recommends approval. Staff will continue to get input for the overall furniture layout.

**Community Engagement:**

During the design process several opportunities were made available for user of the facility to provide comments and feedback.

**Strategic Goals:**

Goal 3 - Promote a Safe and Vibrant Community

**Legal Review Required?**

N/A

Friday, March 18, 2022  
1:09:14 PM

Douron Inc.  
10 Painters Mill Rd.  
Owings Mills, MD 21117  
Phone: 202-420-0607



### JN-11039 HYATTSVILLE TEEN CENTER-R03

**Sold To:**  
City of Hyattsville TeenCenter

**Ship to:**  
City of Hyattsville TeenCenter

Item		Qty.	Product	Unit	Extended
1	DOU	1	<b>MAPT</b>	List:	\$0.00 \$0.00
			Pricing Per MAPT Contract 2015-42	Discount:	-0.00000
				Sell:	\$0.00 \$0.00
2	EGI	2	<b>CAP103</b>	List:	\$850.00 \$1,700.00
			Capri - Rounded End Table	Discount:	42.80000
			LAM Multi-ply Laminate Top Surface	Sell:	\$486.20 \$972.40
			949-58 Formica White		
			4B Exposed Core Edge		
			POL Polar		
			BA Brushed Aluminum		
BREAKOUT SPACE					
3	JSI	4	<b>MTI304</b>	List:	\$4,635.00 \$18,540.00
			Moto 41 1/4d x 32w 30 Degree Concave Club Chair w/Work Shelf	Discount:	51.40000
			C/COL Grade C/COL (Chair Fabric)	Sell:	\$2,252.61 \$9,010.44
			Momentum Momentum Fabrics		
			Endurance Endurance EPU		
			END04 Dove		
			I Grade I (Seat Fabric)		
			Momentum Momentum Fabric		
			Silica Wif Silica Wifi		
			Silica Wifi Envy		
			I Grade I (Highest Grade Selected)		
			LAM Laminate		
			DWH Designer White		
			~ No Work Shelf Acrylic Screen Selected		
			MF Metal Feet (Standard)		
			~ No Power Center Selected		
BREAKOUT SPACE					

Item		Qty.	Product		Unit	Extended
4	JSI	2	<b>MTL261</b>		List:	\$3,613.00 \$7,226.00
			Moto 30d x 26w Narrow Inline Club Chair - Armless		Discount:	51.40000
			C/COL Grade C/COL (Chair Fabric)		Sell:	\$1,755.92 \$3,511.84
			Momentum Momentum Fabrics			
			Endurance Endurance EPU			
			END04 Dove			
			I Grade I (Seat Fabric)			
			Momentum Momentum Fabric			
			Silica Wif Silica Wifi			
			Silica Wifi Envy			
			I Grade I (Highest Grade Selected)			
			MF Metal Feet (Standard)			
			~ No Power Center Selected			
			BREAKOUT SPACE			
5	EGI	1	<b>CUB36D</b>		List:	\$2,387.00 \$2,387.00
			Cube Plus - Round End Table 36" dia. 17"H		Discount:	42.80000
			~ Laminate		Sell:	\$1,365.36 \$1,365.36
			FMC Formica - White Twill (9285-58)			
			FMC Formica - White Twill (9285-58)			
			RB Recessed Base			
			~ No Selection			
			~ No Selection			
			~ No Selection			
			~ No Selection			
			BREAKOUT SPACE			
6	LIA	1	<b>BE-ST-48D-29-G2</b>		List:	\$1,583.00 \$1,583.00
			Liat Belmont Shared Table, Round 48D		Discount:	45.50000
			Grade 2 Momentum - Endurance Epu - Dove		Sell:	\$862.74 \$862.74
			Laminate Top Formica - White Twill (9285-58)			
			BREAKOUT SPACE			
7	LIA	2	<b>BE-LG-18D-18-CA-G2</b>		List:	\$1,010.00 \$2,020.00
			Liat Belmont Ottoman, Round 18D		Discount:	45.50000
			Grade 2 Momentum - Endurance Epu - Ink		Sell:	\$550.45 \$1,100.90
			BREAKOUT SPACE			
8	LIA	1	<b>BE-LG-18D-18-CA-G2</b>		List:	\$1,208.00 \$1,208.00
			Liat Belmont Ottoman, Round 18D		Discount:	45.50000
			Grade 5 Momentum - Silica - Alfresco		Sell:	\$658.36 \$658.36
			BREAKOUT SPACE			

Item		Qty.	Product	Unit	Extended
9	LIA	2	<b>LN-LG-3060IC-G6</b>	List:	\$3,370.00 \$6,740.00
			Liat Lenoir Curved Lounge 60" Radius	Discount:	45.50000
		Grade 6	Momentum - Silica Wifi - Envy (Back)	Sell:	\$1,836.65 \$3,673.30
		Grade 2	Momentum - Endurance Epu - Dove (Seat)		
BREAKOUT SPACE					
10	LIA	1	<b>BL-SH-3012-R60BC-OC-S</b>	List:	\$1,059.00 \$1,059.00
			Liat Blueridge Non-Mobile Single -Faced Shelving, Curved 30H Starter	Discount:	45.50000
		Laminate	Formica - White Twill (9285-58)	Sell:	\$577.16 \$577.16
BREAKOUT SPACE					
11	LIA	2	<b>BL-SH-3012-R60BC-OC-A</b>	List:	\$950.00 \$1,900.00
			Liat Blueridge Non-Mobile Single -Faced Shelving, Curved 30H Adder	Discount:	45.50000
		Laminate	Formica - White Twill (9285-58)	Sell:	\$517.75 \$1,035.50
BREAKOUT SPACE					
12	LIA	1	<b>BL-SH-3012-R60BC-OC-E</b>	List:	\$950.00 \$950.00
			Liat Blueridge Non-Mobile Single -Faced Shelving, Curved 30H End	Discount:	45.50000
		Laminate	Formica - White Twill (9285-58)	Sell:	\$517.75 \$517.75
BREAKOUT SPACE					
13	EGI	12	<b>DR2448</b>	List:	\$2,027.00 \$24,324.00
			Drake - Rectangle Training Table 24 X 48 T Base	Discount:	42.80000
		LAM	Laminate Top Surface	Sell:	\$1,159.44 \$13,913.28
		FMC	Formica - White Twill (9285-58)		
		GRP 3	Group 3		
		3A	3MM Edge		
		SM	Silver Metallic		
		~	No Selection		
		~	Std Round Column		
		BA	Brushed Aluminum		
		~	Std T Legs (2)		
		FLIP-D	T-Leg Flip Top Base		
		~	No Selection		
		FTBH	Support Bar for Flip Top (mandatory with STH		
		CASD	4 - Casters - Black		
		ASB	Anti-Sag Bar (For Tables under 72")		
		~	No Selection		
		~	No Selection		
		~	No Selection		
GENIUS BAR					

Item		Qty.	Product		Unit	Extended
14	HSN	6	<b>HMG1</b>		List:	\$712.00 \$4,272.00
			Motivate 4-Leg Stack Chair-Set/2		Discount:	56.00000
			.N Arm: No Arm		Sell:	\$313.28 \$1,879.68
			.S Soft			
			.RE Regatta			
GENIUS BAR			.PLAT FRAME: Platinum Metallic			
15	DLI	4	<b>BRS34-3072</b>		List:	\$1,685.00 \$6,740.00
			Brainstorm Workbench 30x72x34 Table Coated Anti-Microbial Solid		Discount:	43.70000
			BB Maple Butcher Block Top, Full Square Steel frame, Four Post Leg		Sell:	\$948.66 \$3,794.64
			SV Design With Corner Gussets			
			~ Butcher Block			
			Silver			
INVENT			No Selection			
16	HSN	12	<b>HMG3</b>		List:	\$488.00 \$5,856.00
			Motivate Four Leg Couner Height Stool		Discount:	56.00000
			.N Arm: No Arm		Sell:	\$214.72 \$2,576.64
			.F Felt Glide			
			.BU Surf			
INVENT			.PLAT FRAME: Platinum Metallic			
17	HSN	5	<b>HMG3</b>		List:	\$488.00 \$2,440.00
			Motivate Four Leg Couner Height Stool		Discount:	56.00000
			.N Arm: No Arm		Sell:	\$214.72 \$1,073.60
			.F Felt Glide			
			.BU Surf			
KITCHEN			.PLAT FRAME: Platinum Metallic			
18	DLI	1	<b>HATT3060-M</b>		List:	\$2,235.00 \$2,235.00
			CEF HEIGHT ADJUSTABLE TILT TABLE 30"W x 60"L with height		Discount:	43.70000
			WH adjustable legs from 29" to 55"		Sell:	\$1,258.31 \$1,258.31
			P1 White Dry Erase Finish			
			Locking Casters			
OFC 01						
19	GCU	2	<b>Z16L2BFS</b>		List:	\$816.00 \$1,632.00
			23.4"d x 16"w x 28.5"h, Storage Shell w/2 Box and 1 File Drawer,		Discount:	55.70000
			~ZBSE ZIRA		Sell:	\$361.49 \$722.98
			DWT Zira Storage Base Finishes			
			~ 1-Designer White			
			~HAN File Drawer (STD)			
OFC 01			HS Handle Option (Required)			
			K-STD P-Flared Handle - Silver			
			C-Key Random (STD)			

Item		Qty.	Product		Unit	Extended
20	GCU	2	<b>Z2448T</b>	List:	\$664.00	\$1,328.00
			24"d x 48"w x 29.5"h, Freestanding Tables w/2 Full End Panels, ZIRA	Discount:		55.70000
			~ (STD) Thermally Fused Laminate, High Perform	Sell:	\$294.15	\$588.30
			~ZTOP Zira Top Finishes			
			DWT 1-Designer White			
			A3 F-1" Top, Standard Edge			
OFC 01			~ZCHASS Zira Chassis Finishes			
			DWT 2-Designer White			
			3MP M-3/4 Modesty Panel (10" A.F.F)			
			~ Grommet/Electrical Not Required - Left Posit			
			~ Grommet Cover (Black), Cut-Out 3.25" x 1.875			
			~ Grommet/Electrical Not Required - Right Posi			
			~ Grommet/Electrical Not Required - Custom Gro			
21	GUS	2	<b>6322-6</b>	List:	\$982.00	\$1,964.00
			VION, Mesh Back, Medium Back, Task, Std Adj. Height & Width T-	Discount:		55.70000
			arms w/ Front to Back Sliding Armcap, Std Molded Black Base, Std 2"	Sell:	\$435.03	\$870.06
			BA Dual Wheel Carpet Casters, GLOBAL SEATING USA			
			MS69 F-Black Back Frame w/ Aluminum Base			
			~02 M-Black, Mesh Back [MS69]			
OFC 01			~ALLA Grade 02			
			A14F Allante Free (Global)			
			SZ 1-Garden Green			
			~ABA M-(STD) Standard Seat Size			
			AD Arms for Use w/ Black Back Frame and Aluminu			
			LSP A-Adj. T-Arm, Fixed Armcap (Black Chrome Acc			
			C9R M-Lumbar Support Pad			
			SF C-Black, 2.5" Dual-Wheel Urethane Caster			
			OK M-Standard Seat Foam			
			M-(STD) RTA Code in Pricebook per Model			
22	GUS	1	<b>6325C</b>	List:	\$797.00	\$797.00
			VION, Side Chair w/ Casters, Mesh Back, Std 4 Legged Base, Std 2"	Discount:		55.70000
			BB Dual Wheel Carpet Casters, Does not Stack, GLOBAL SEATING USA	Sell:	\$353.07	\$353.07
			MS69 M-(STD) Black Back Frame [BLK]			
			~02 M-Black, Mesh Back [MS69]			
			~ALLA Grade 02			
OFC 01			A14F Allante Free (Global)			
			CH 1-Garden Green			
			C9R F-Chrome Frame [CH]			
			C-Black, 2.5" Dual-Wheel Urethane Caster			
23	EGI	2	<b>DR1860</b>	List:	\$1,908.00	\$3,816.00
			Drake - Rectangle Training Table 18 x 60 T Base	Discount:		42.80000
			LAM Laminate Top Surface	Sell:	\$1,091.38	\$2,182.76
			FMC Formica - White Twill (9285-58)			
			GRP 3 Group 3			
			3A 3MM Edge			
OFC 02			SM Silver Metallic			
			~ No Selection			
			~ Std Round Column			
			BA Brushed Aluminum			
			~ Std T Legs (2)			
			FLIP-D T-Leg Flip Top Base			
			~ No Selection			
			FTBH Support Bar for Flip Top (mandatory with STH			
			~ No Selection			
			CASD 4 - Casters - Black			
			ASB Anti-Sag Bar (For Tables under 72")			
			~ No Selection			
			~ No Selection			
			~ No Selection			

Item		Qty.	Product		Unit	Extended
24	HSN	2	<b>HMG1</b>		List:	\$712.00 \$1,424.00
			Motivate 4-Leg Stack Chair-Set/2		Discount:	56.00000
			.N Arm: No Arm		Sell:	\$313.28 \$626.56
			.S Soft			
			.RE Regatta			
OFC 02			.PLAT FRAME: Platinum Metallic			
25	EGI	2	<b>DR1860</b>		List:	\$1,908.00 \$3,816.00
			Drake - Rectangle Training Table 18 x 60 T Base		Discount:	42.80000
			LAM Laminate Top Surface		Sell:	\$1,091.38 \$2,182.76
			FMC Formica - White Twill (9285-58)			
			GRP 3 Group 3			
			3A 3MM Edge			
OFC 03			SM Silver Metallic			
			~ No Selection			
			~ Std Round Column			
			BA Brushed Aluminum			
			~ Std T Legs (2)			
			FLIP-D T-Leg Flip Top Base			
			~ No Selection			
			FTBH Support Bar for Flip Top (mandatory with STH			
			~ No Selection			
			CASD 4 - Casters - Black			
			ASB Anti-Sag Bar (For Tables under 72")			
			~ No Selection			
			~ No Selection			
			~ No Selection			
26	HSN	2	<b>HMG1</b>		List:	\$712.00 \$1,424.00
			Motivate 4-Leg Stack Chair-Set/2		Discount:	56.00000
			.N Arm: No Arm		Sell:	\$313.28 \$626.56
			.S Soft			
			.RE Regatta			
OFC 03			.PLAT FRAME: Platinum Metallic			
27	GUS	1	<b>6322-6</b>		List:	\$982.00 \$982.00
			VION, Mesh Back, Medium Back, Task, Std Adj. Height & Width T-		Discount:	55.70000
			arms w/ Front to Back Sliding Armcap, Std Molded Black Base, Std 2"		Sell:	\$435.03 \$435.03
			BA Dual Wheel Carpet Casters, GLOBAL SEATING USA			
			MS69 F-Black Back Frame w/ Aluminum Base			
			~02 M-Black, Mesh Back [MS69]			
RECEP			~ALLA Grade 02			
			A14F Allante Free (Global)			
			SZ 1-Garden Green			
			~ABA M-(STD) Standard Seat Size			
			AD Arms for Use w/ Black Back Frame and Aluminu			
			LSP A-Adj. T-Arm, Fixed Armcap (Black Chrome Acc			
			C9R M-Lumbar Support Pad			
			SF C-Black, 2.5" Dual-Wheel Urethane Caster			
			OK M-Standard Seat Foam			
			M-(STD) RTA Code in Pricebook per Model			



Item		Qty.	Product		Unit	Extended
28	RUS	1	<b>RO-2982-PA</b>		List:	\$12,860.00 \$12,860.00
			Russwood Rover Desk - with patron ledge and acrylic privacy panel	Discount:		50.00000
		Laminate	Formica - White Twill (9285-58)	Sell:	\$6,430.00	\$6,430.00
		PVC Edge	Dove Grey			
		Metal	Silver			
RECEP		Acrylic	Kiwi			
29	EGI	2		576	List:	\$3,372.00 \$6,744.00
			Geometra - Square - 24" square	Discount:		42.80000
		GR9	Grade 9	Sell:	\$1,928.78	\$3,857.56
		Momentum	Silica - Alfresco (Top Cushion)			
		Momentum	Endurance Epu - Ink (Body)			
		~	No Selection			
		~	No Selection			
		HS	Hinged Storage			
		~	No Selection			
		~	Standard Nylon Glides			
		2FO	Two Fabric Option			
30	EGI	1		576	List:	\$3,480.00 \$3,480.00
			Geometra - Square - 24" square	Discount:		42.80000
		GR10	Grade 10	Sell:	\$1,990.56	\$1,990.56
		Momentum	Silica Wifi - Envy (Top Cushion)			
		Momentum	Endurance Epu - Ink (Body)			
		~	No Selection			
		~	Hinged Storage			
		HS	No Selection			
		~	Standard Nylon Glides			
		~	Two Fabric Option			
		2FO	Two Fabric Option			
31	EGI	5	<b>CAP103</b>		List:	\$840.00 \$4,200.00
			Capri - Rounded End Table	Discount:		42.80000
		LAM	Multi-ply Laminate Top Surface	Sell:	\$480.48	\$2,402.40
		949-58	Formica White			
		4B	Exposed Core Edge			
		POL	Polar			
STUDY AREA		BA	Brushed Aluminum			
32	JSI	3	<b>MTL261</b>		List:	\$3,615.00 \$10,845.00
			Moto 30d x 26w Narrow Inline Club Chair - Armless	Discount:		51.40000
		C/COL	Grade C/COL (Chair Fabric)	Sell:	\$1,756.89	\$5,270.67
		Momentum	Momentum Fabrics			
		Endurance	Endurance EPU			
		END04	Dove			
		I	Grade I (Seat Fabric)			
		Momentum	Momentum Fabric			
		Silica Wif	Silica Wifi			
		Silica Wifi	Envy			
		I	Grade I (Highest Grade Selected)			
		MF	Metal Feet (Standard)			
		~	No Power Center Selected			

Item		Qty.	Product		Unit	Extended
33	LIA	2	<b>BE-LG-18H-18-G2</b>		List:	\$1,622.00 \$3,244.00
			Liat Belmont Ottoman, Hexagon 18H		Discount:	45.50000
		Grade 2	Momentum - Endurance Epu - Ink		Sell:	\$883.99 \$1,767.98
STUDY AREA						
34	LIA	2	<b>BE-LG-18H-15-G2</b>		List:	\$1,622.00 \$3,244.00
			Liat Belmont Ottoman, Hexagon 15H		Discount:	45.50000
		Grade 2	Momentum - Endurance Epu - Ink		Sell:	\$883.99 \$1,767.98
STUDY AREA						
35	LIA	2	<b>BE-LG-1848C-18-G2</b>		List:	\$1,748.00 \$3,496.00
			Liat Belmont Ottoman, Curved 18H		Discount:	45.50000
		Grade 2	Momentum - Endurance Epu - Sprout		Sell:	\$952.66 \$1,905.32
STUDY AREA						
36	DLI	4	<b>45317</b>		List:	\$1,650.00 \$6,600.00
			Transfer Mobile Shelving Single Sided 36"		Discount:	43.70000
		71	Sapphire Blue (RAL 5003)		Sell:	\$928.95 \$3,715.80
		91	White (RAL 9016)			
		L328	White			
		(MOB)	Mobile			
		(MAGNET)	Magnet (on outer side)			
		(SLH)	Sliding Handle			
		4	Adjustable Shelf 4, same as body			
37	DLI	4	<b>45275</b>		List:	\$495.00 \$1,980.00
			Magnetic write-on film - A1 (233/8 x 331/8)		Discount:	43.70000
					Sell:	\$278.69 \$1,114.76
STUDY AREA						
38	DOU	1	<b>INSTALLATION</b>		List:	\$5,285.00 \$5,285.00
					Discount:	0.00000
					Sell:	\$5,285.00 \$5,285.00

Item	Qty.	Product	Unit	Extended
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**Total:** \$91,878.01

Contact: Jonathan Dennis  
jdennis@douron.com  
202-420-0607  
Pricing Per MAPT Contract 2015-42

**Grand Total: \$91,878.01**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*Signing above indicates you have reviewed the above quote and accept it. Items will be ordered as per the quote, so please make sure the items are what you want. All standard Douron terms and conditions apply, as well as payment terms related to this specific account. Signee is responsible for any applicable sales taxes, whether quoted or not. This quote is valid for 30 days.*



# City of Hyattsville

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

## Agenda Item Report

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**File #:** HCC-388-FY22

6/6/2022

7.e.

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

**Item Title:**

**FY22 Budget Amendment: FY22 Special Revenues Fund Budget Amendment and Appropriation of the Maryland DHCD National Capital Strategic Economic Fund (NCSEDF) Grant Awards from FY19 and FY20**

**Suggested Action:**

I move that the Mayor and Council amend the FY22 Special Revenues Fund Budget and appropriate prior grant awards not expended of \$250,000 awarded in the FY19 NCSEDF grant #00342 and \$250,000 awarded in the FY20 NCSEDF grant #00083 for a total of \$500,000 awarded by the National Capital Strategic Economic Development Fund (NCSEDF) for the strategic demolition and grading activities of the site being redeveloped by Urban Investment Partners (UIP) Canvas (formerly Armory) project.

**Summary Background:**

In FY19 and FY20, the City Council accepted and appropriated a total of \$500,000 in National Capital Strategic Economic Development Fund (NCSEDF) GRANT Awards that were previously approved in Council motions HCC-177-FY19 and HCC-357-FY21 for the strategic demolition and grading activities of the site being redeveloped by Urban Investment Partners (UIP) Canvas (formerly Armory) project. As a requirement of the grant, the City established a memorandum of understanding with the property owner to administer the project funding. The MOU requires the applicant to submit to the City evidence of work completed and payment for services. Once the terms of the grant have been satisfied, the City will submit payment requests to the State of Maryland, drawing down the grant funds. Due to the COVID-19 crisis the project was delayed and the approved funds from the FY19 and FY20 NCSEDF grant awards were not expended.

**Next Steps:**

Appropriate both grant awards totaling \$500,000 in the FY22 Special Revenues Fund Budget.

**Fiscal Impact:**

Increase of \$500,000 in the FY22 Special Revenues Fund Budget.

**City Administrator Comments:**

Recommends approval

**Community Engagement:**

N/A

**Strategic Goals:**

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

**Legal Review Required?**

Complete

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT  
NATIONAL CAPITAL STRATEGIC ECONOMIC DEVELOPMENT FUND  
GRANT AGREEMENT**

**FY2019**

**TABLE OF CONTENTS**

**AWARDEE:** City of Hyattsville  
**AWARD ID#:** NCSEDF-2019-Hyattsville-00342  
**PROJECT NAME:** Hyattsville Armory Apartments

- ☐ **National Capital Strategic Economic Development Fund Program Grant Agreement**
- ☐ **Exhibit A - NCSEDF-2019-Hyattsville-00342  
Project Description, Scope of Work, and Special Conditions**
- ☐ **Exhibit B - NCSEDF-2019-Hyattsville-00342  
Project Budget**
- ☐ **Exhibit C - NCSEDF-2019-Hyattsville-00342  
Project Schedule**

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT  
NATIONAL CAPITAL STRATEGIC ECONOMIC DEVELOPMENT FUND AGREEMENT  
Project/Capital Grant**

**THIS NATIONAL CAPITAL STRATEGIC ECONOMIC DEVELOPMENT FUND AGREEMENT** (this "Agreement") is entered into as of the Effective Date (as defined herein) by and between the **DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**, a principal department of the State of Maryland (the "Department"), and City of Hyattsville (the "Grantee").

**RECITALS**

- A. This Agreement is issued pursuant to Annotated Code of Maryland Housing and Community Development Article, §4-510 (the "Act") and any regulations promulgated thereunder set forth in COMAR 05.20.01 (the "**Regulations**"). The Act establishes the National Capital Strategic Economic Development Fund (the "**Program**"). Capitalized terms not defined herein have meanings set forth in the Regulations.
- B. The purpose of the Program is to provide grants to government agencies and community development organizations to assist in predevelopment activities for commercial and residential development, including site acquisition, land assembly, architecture and engineering, and site development for revitalization projects in designated areas of the State of Maryland.
- C. In reliance upon the representations and certifications contained in Grantee's Fiscal Year 2019 application (the "**Application**"), the Department has approved an award of funds to Grantee, to be expended by Grantee in conformity with the requirements and provisions of the Act, the Regulations and this Agreement.

## AGREEMENT

**IN CONSIDERATION** of the Recitals, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Department and Grantee agree as follows:

### 1) Sustainable Community Designations.

- a) The Project is located in a geographic area that has been designated by the Smart Growth Subcabinet (as defined in the State Government Article §9-1406) as a Sustainable Community (the “**Area**”).
- b) The Project will enhance and support the plan that has been approved by the Smart Growth Subcabinet as a Sustainable Community Plan (the “**Plan**”).

### 2) Grant.

- a) In consideration of the various obligations to be undertaken by Grantee pursuant to this Agreement, the Department agrees to provide Grantee with funds in the amount of **Two Hundred and Fifty Thousand Dollars (\$250,000)** (the “**Grant**”) to be used for the purposes of funding the Strategic Economic Development Fund Project (the “**Project**”) described on Exhibit A - NCSEDF-2019-Hyattsville-00342 (the “**Project Description**”).
- b) Grantee agrees to use the Grant only for the approved Project and only in the approved Area. Grantee agrees that it will use the Grant and operate the Project in accordance with the provisions of the Act, the Regulations and this Agreement.
- c) The Project shall not include or support the following types of activities: pawn shops, gun shops, tanning salons, massage parlors, adult video/book shop, adult entertainment facilities, check cashing facilities, gambling facilities, tattoo parlors or liquor stores.
- d) The Application may have included projects other than the Project. The approval of the Application and the Project and the execution of this Agreement are not to be construed as approval of any other projects described in the Application.

### 3) Expenditure of Grant Funds.

- a) All Grant funds shall be expended on or before the Completion Date (as defined in Section 4(b) of this Agreement).
- b) Grantee shall expend the Grant in accordance with the budget set forth in Exhibit B - NCSEDF-2019-Hyattsville-00342 (the “**Project Budget**”). Grantee may not expend more than the amount allocated for any category in the Project Budget without the prior written consent of the Department.
- c) Unless otherwise agreed to in writing by the Department, Grantee shall expend at least fifty percent (50%) of the Grant funds for the Project by the first (1st) anniversary of the Effective Date.
- d) All costs incurred by Grantee before the Effective Date and before approval by the Department of the release of Grant funds are incurred voluntarily, at Grantee's risk and upon its own credit and expense, and Grantee's authority to be reimbursed from the Grant funds shall be governed by the provisions of this Agreement.
- e) If, upon completion of the Project, there are cost savings and/or undisbursed funds, Grantee shall return any remaining Grant funds to the Department.



- 4) Commencement and Completion of the Project; Inspection during Construction or Rehabilitation; Changes.
- a) Grantee shall commence the Project on the date (the "**Commencement Date**") set forth in Exhibit C - NCSEDF-2019-Hyattsville-00342 (the "**Project Schedule**").
  - b) Grantee shall complete the Project prior to the date set forth in the Project Schedule (the "**Completion Date**").
  - c) If the Project involves capital construction or improvements, the Department, its agents and its employees shall be allowed to inspect the Project during construction or rehabilitation.
  - d) The Department must approve all changes to the Project Description, Project Schedule, Project Budget, or any other term of this Agreement, including modifications to the scope of work of the Project, modifications involving carrying out Project activities in a geographic area other than the Area, and modifications to the Completion Date.
  - e) Grantee shall ensure that all necessary approvals for the commencement of the Project have been obtained, including all applicable permits and licenses.
  - f) On or before the Completion Date, Grantee shall obtain all certifications, licenses, permits, and approvals necessary to operate the Project, and shall otherwise satisfy all requirements necessary to operate the Project.
- 5) Conditions Precedent to Disbursement of the Grant. The Department shall not disburse the Grant until Grantee has complied with the following conditions:
- a) The Maryland Historical Trust has reviewed the Project for impact on historic structures, and, if required has approved the architectural plans and specifications for the Project.
  - b) The Maryland Codes Administration has approved all the Project plans and specifications.
  - c) Grantee has complied with all other terms and conditions of the Grant as required by the Department to the Department's satisfaction, including the satisfaction of any special conditions as noted on Exhibit A.
- 6) Matching Funds and Other Funds.
- a) Grantee shall provide evidence of matching funds (the "**Matching Funds**") equal to One Dollar (\$1) for every Four Dollars (\$4) in Grant funds. The Matching Funds may include (i) money from the federal government, local government, or any other public or private source; (ii) real property; (iii) in-kind contributions; and (iv) funds expended before the Effective Date. Matching Funds shall be described by source, use and amount in the Project Budget.
  - b) In addition to the Grant and Matching Funds, Grantee may (i) be in the process of obtaining written commitments to receive other funds for the Project; (ii) have written commitments to receive other funds for the Project; or (iii) have already received other funds for the Project (collectively, the "**Other Funds**"). Other Funds shall be described by source, use and amount in the Project Budget.
  - c) Upon request, Grantee shall provide the Department with information and documentation in forms acceptable to the Department regarding the Matching Funds and Other Funds. Such information and documentation shall include but not be limited to information concerning Grantee's receipt and expenditure of the Matching Funds and Other Funds. In the event the Department determines, in its sole discretion, that all or any portion of the Matching Funds or Other Funds are not available, are not going to be disbursed to Grantee for any reason, or that the Matching Funds or Other Funds received by Grantee have not been properly expended, the Department may, in its sole discretion, declare Grantee in default of this Agreement and exercise its remedies pursuant to this Agreement.

7) Disbursement of the Grant.

- a) After the Effective Date, the Department will disburse Grant funds to Grantee on a reimbursement basis as the Project progresses. Grantee shall submit a request for payment in a manner and form approved by the Department. A request for payment shall identify in detail all expenses incurred for which reimbursement is being sought, and shall have attached copies of the supporting invoices and other documentation of such expenses.
- b) Requests for payment should be made allowing approximately thirty (30) days to receive the Grant funds. The request for payment shall not exceed the eligible costs incurred and approved by the Department. The Department, in its sole discretion, may disburse funds for eligible costs anticipated to be incurred or costs incurred prior to the Effective Date.
- c) The Department has the right to withhold disbursement of Grant funds if at any time the Department determines, in its sole discretion, that Grantee is not performing or completing the Project in a manner satisfactory to the Department. The Department shall have the right at any time to request that Grantee provide additional supporting documentation with any request for payment.

8) Records, Inspections and Reports.

a) Records.

- i) Grantee shall maintain accurate financial, management, programmatic and other records of the Grantee, including meeting minutes of Grantee's Board of Directors if applicable, for transactions relating to the receipt and expenditure of the Grant and administration of the Project (collectively, the "Records"). The Records shall be in a form acceptable to the Department. Grantee shall retain the Records for three (3) years following the date the Department approves the Final Report described in Section 8(c) below.
- ii) Grantee shall make the Grantee's administrative offices, its personnel, whether full time, part time, consultants or volunteers, and the Records available to the Department for inspection upon request, during the term of the Agreement and for a period of three (3) years following the date the Department approves the Final Report. The Grantee shall permit the Department to perform program monitoring, evaluation and audit activities as determined to be necessary, at the discretion of the Department.
- iii) Grantee shall cause to be maintained for the Department's inspection the books, accounts, and records of contractors in connection with the Project for three (3) years past the date of termination of the contractual relationship between the contractor and Grantee.

- b) Inspections. During the term of this Agreement and for a period of three (3) years following the date the Department approves the Final Report, Grantee shall permit the Department to monitor the Project to ensure that the Project is being carried out in accordance with the terms of this Agreement. This provision shall survive the term of this Agreement.

c) Reports.

- i) On January 1, April 1, July 1, and October 1 of each year during the term of this Agreement, Grantee shall provide the Department with interim progress reports in a manner and form to be determined by the Department. The interim progress reports shall contain such information as the Department requests, including, but not limited to, work accomplished and problems encountered, past and projected expenditures made against the Project Budget, and benchmarks reached. Grantee shall ensure that each interim progress report is received by the Department within ten (10) working days after the due date.

- ii) Within forty-five (45) days after Grantee completes the Project, Grantee shall submit to the Department a final report (the "**Final Report**") in a manner and form to be determined by the Department that describes the completed Project, the success of the Project, any problems encountered in completing the Project, and such other information as the Department requires. The Final Report shall also contain an expense and revenue summary of the Project, certified by the highest fiscal officer of Grantee, that lists all expenditures relating to the Grant. In addition, any completed studies, surveys, reports, or other work products, if applicable, shall be attached to the Final Report.
- iii) In addition to the requirements set forth above, Grantee shall provide the Department with such additional records, reports, and other documentation as may be required by the Department.

9) Default and Remedies; Termination.

- a) A default shall consist of: (i) the breach by Grantee of any term, condition, covenant, agreement, or certification contained in this Agreement; (ii) the expenditure of Grant funds for any use other than as provided in the Project Budget or in the approved scope of work for the Project; (iii) the failure to commence or complete the Project by the dates set forth in the Agreement, or otherwise unsatisfactory performance or completion of the Project, in the Department's sole determination; (iv) Grantee's bankruptcy, insolvency, or the dissolution or liquidation of Grantee's business organization or assets; (v) the failure to obtain the Matching Funds; (vi) the failure to obtain the Other Funds if, in the Department's sole discretion, such failure would significantly impact the Project; or (vii) a change in Grantee's staffing capacity that adversely affects Grantee's ability to carry out the Project, in the Department's sole discretion.
- b) The Department shall give Grantee written notice of default, and Grantee shall have thirty (30) days from the date of such notice to cure the default. Upon the occurrence of a default that continues beyond the cure period, the Department shall have the right to terminate this Agreement immediately by written notice to Grantee. Notwithstanding the above, upon the occurrence of a default under this Agreement involving Grantee's bankruptcy, insolvency, or the dissolution or liquidation of Grantee's business organization or assets, the Department's right to terminate this Agreement shall be immediate without a notice and cure period.
- c) In the event of termination by the Department:
  - i) The Department may withhold disbursement of Grant funds. Grantee shall have no right, title, or interest in or to any of the undisbursed Grant funds;
  - ii) The Department may demand repayment from Grantee of any portion of the Grant proceeds that the Department, in its sole discretion, determines were not expended in accordance with this Agreement, plus all costs and reasonable attorneys' fees incurred by the Department in recovery proceedings; and
  - iii) The Department, in its sole discretion, may demand repayment of all Grant funds disbursed to Grantee, plus all costs and reasonable attorneys' fees incurred by the Department in recovery proceedings.
- d) In addition to exercising any or all of the rights and remedies contained in this Agreement, the Department at any time may proceed to protect and enforce all rights available to the Department by suit in equity, action at law, or by any other appropriate proceedings, all of which shall survive the termination of this Agreement.
- e) Grantee agrees to return any remaining proceeds of the Grant to the Department upon termination of the Agreement, whether due to default or completion of the Project or for any other reason.

10) Grantee's Certifications. Grantee certifies that:

- a) Grantee is a Local Government, group of Local Governments, or a Community Development Organization and has the requisite power and authority to enter into and carry out the transactions contemplated by this Agreement.
  - b) The acceptance of the Grant and the entering into of the Agreement have been duly authorized, executed, and delivered by Grantee, and are the valid and legally binding acts and agreements of Grantee.
  - c) None of Grantee's assignees, designees, agents, members, officers, employees, consultants, or members of its governing body, or any local governmental authority exercising jurisdiction over the Project, and no other public official who exercises or has exercised any functions or responsibilities with respect to the Project during such person's tenure, or who is in a position to participate in a decision-making process or gain inside information with regard to the Project, has or shall have any interest, direct or indirect, in any contract or subcontract or the proceeds thereof, for any work or any activity to be performed in connection with the Project, or receive any benefit therefrom, that is part of the Project at any time during or after such person's tenure. No officer, director, or member of Grantee will personally benefit from the Grant or the Project.
  - d) The representations, statements, and other matters contained in the Application are and remain true and complete in all material respects.
  - e) Prior to commencement of the Project, Grantee has obtained or will obtain all federal, state, and local government approvals, permits, and licenses that may be required to accomplish the Project and the scope of work.
  - f) Grantee has not been, nor currently is, the subject of an investigation by any federal, state, or local governmental entity for alleged criminal or civil violations of laws or regulations enforced by these entities.
- 11) Liability. Grantee releases the Department from, agrees that the Department shall not have any liability for, and agrees to protect, indemnify, and save harmless the Department from and against any and all liabilities, suits, actions, claims, demands, losses, expenses, and costs of every kind and nature, including reasonable attorneys' fees, incurred by, or asserted or imposed against the Department, as a result of or in connection with the Project, except for the gross negligence or willful misconduct of the Department. This Section shall survive the term of this Agreement.
- 12) Indemnification. Grantee agrees that all costs incurred by the Department as a result of such liabilities, suits, actions, claims, demands, losses, expenses, or costs, including reasonable attorney's fees, shall be immediately and without notice due and payable by Grantee to the Department except for claims arising solely from the Department's willful misconduct or gross negligence. Grantee's obligation to indemnify the Department shall survive the term of this Agreement. If Grantee is a Local Government any indemnification or other obligation to reimburse or compensate the Department provided by the Grantee pursuant to this Agreement is subject to appropriations as well as the notice requirements and damages limitations stated in the Local Government Tort Claims Act, Md. Code Ann., Cts. & Jud. Proc. Sec. 5-301, et seq. (2006 Repl. Vol.) (the "LGTC"); Md. Code Ann. Art. 25A, Sec. 1A (2005 Repl. Vol.); and Md. Code Ann., Cts. & Jud. Proc. Sec. 5-509 (2006 Repl. Vol.), all as amended from time to time (together, the "**Local Government Indemnification Statutes**"), and is not to be deemed as a waiver of any immunity that may exist in any action against a Local Government for its officers, agents, volunteers and employees.
- 13) Nondiscrimination and Drug and Alcohol Free Workplace; Fair Practices Certification.
- a) Grantee may not discriminate against and hereby certifies that it prohibits discrimination against and will not discriminate against any person on the basis of race, color, religion, ancestry, creed or national origin, sex, marital status, physical or mental handicap, sexual orientation, or age in any aspect of its projects, programs or activities.
  - b) Grantee shall comply with applicable federal, State, and local laws regarding discrimination and equal opportunity in employment, housing, and credit practices, including:
    - i) Titles VI and VII of the Civil Rights Act of 1964, as amended;

- ii) Title VIII of the Civil Rights Act of 1968, as amended;
- iii) Title 20 of the State Government Article, Annotated Code of Maryland, as amended;
- iv) The Department's Minority Business Enterprise Program, as amended;
- v) The Governor's Executive Order 01.01.1989.18 relating to Drug and Alcohol Free Workplaces, and any Department or State regulations adopted or to be adopted to carry out the requirements of that Order;
- vi) The Fair Housing Amendments Act of 1988, as amended; and
- vii) The Americans with Disabilities Act of 1990, as amended.

14) Environmental Certification and Indemnification; Lead Paint. In connection with the ownership, lease, rehabilitation, construction, operation or demolition of real property or improvements thereon that are or may become a part of the Project (collectively and individually, "**Property**"):

- a) Grantee represents, warrants, and covenants that there are no hazardous materials located on the Property, that it will not cause or allow any hazardous materials to be placed on the Property, that it will carry out the Project in compliance with all requirements imposed by any governmental authority with respect to any hazardous materials that may be placed on the Property, and that to the best of its knowledge the Property is in compliance with all applicable federal and State environmental laws and regulations.
- b) Grantee shall indemnify and hold the Department, its employees and agents harmless from all loss, liability, damage, costs, and expenses of any kind whatsoever, including as a result of any lawsuit brought or threatened, settlement reached, or governmental order, and including reasonable attorneys' fees, for failure of the Property to comply in all respects with all environmental requirements. Grantee's obligation to indemnify the Department shall survive the term of this Agreement.
- c) Grantee covenants that it shall comply with all federal, State, and local laws and requirements concerning the treatment and removal of lead paint from the Property.

15) Non-Sectarian Certifications.

- a) Grantee certifies that no part of the Grant funds, no part of the Project, and no part of the Property, shall be used for the furtherance of sectarian religious instruction, or in connection with the design, acquisition, or construction of any building used or to be used as a place of sectarian religious worship or instruction, or in connection with any program or department of divinity for any religious denomination, including (but not limited to) religious services, religious instruction, or other activities that have an explicitly religious content.
- b) Grantee certifies that it will provide services of the Project to clients on a nondiscriminatory basis, including (but not limited to) the provision of services without regard to the creed, religion, or religious affiliation of the clients.

16) Insurance.

- a) Grantee shall maintain or shall cause to be maintained property and commercial general liability insurance coverages on the Project and Property both during and after construction or rehabilitation, and if necessary, Grantee shall pay the expense of such insurance.
- b) Grantee shall determine whether the Project is located in a 100-year flood plain, as designated by the United

States Department of Housing and Urban Development. If the Project is located in a 100-year flood plain, Grantee shall require flood insurance coverage, and if necessary, Grantee shall pay the expense of such insurance.

- c) Grantee shall require the general contractor to provide general contractor's insurance coverage for comprehensive public liability, property damage liability/builder's risk, and workers' compensation in the form and amounts required by the Grantee.
  - d) Insurance coverages shall be provided by a company that is registered with the Maryland Insurance Agency and authorized to transact business in the State.
  - e) To the extent applicable, insurance coverage shall be in force prior to the disbursement of the Grant proceeds and shall contain terms and coverages satisfactory to the Department.
  - f) To the extent required by the Department, Grantee shall submit to the Department an ACORD insurance certificate naming the Department and the Grantee as loss payee and additional insured.
  - g) To the extent required by the Department, ACORD insurance certificates shall provide for notification to the Department and Grantee prior to Project-related cancellation of any insurance policies.
  - h) If Grantee is a Local Government, the insurance requirements contained herein may be satisfied through evidence of a self-insurance program satisfactory to the Department.
- 17) Notices. All notices, requests, approvals, and consents of any kind made pursuant to this Agreement shall be in writing. Any such communication, unless otherwise specified, shall be deemed effective as of the date it is mailed, postage prepaid, addressed as follows:

- a) Communications to the Department shall be mailed to:

Department of Housing and Community Development  
Division of Neighborhood Revitalization  
7800 Harkins Road  
Lanham, Maryland 20706  
Attn: Community Legacy Program

with a copy to:

Office of the Attorney General  
7800 Harkins Road  
Lanham, Maryland 20706  
Attention: Division of Neighborhood Revitalization

- b) Communications to Grantee shall be mailed to:

City of Hyattsville  
4310 Gallatin Street  
Hyattsville, MD 20781  
Attention: Jim Chandler

- 18) Amendment. This Agreement may not be amended except by a written instrument executed by the Department and Grantee.

- 19) Execution. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an

original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile or by electronic transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or electronic transmission shall be deemed to be their original signatures for all purposes.

- 20) Assignment. This Agreement may not be assigned without the prior written approval of the Department.
- 21) Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between the parties hereto with respect to the Grant.
- 22) Governing Law. This Agreement shall be construed, interpreted, and enforced in accordance with the laws of the State of Maryland without regard to conflict of laws provisions.
- 23) Term of Agreement. Unless sooner terminated pursuant to the terms of this Agreement or extended by an amendment to the Agreement, this Agreement shall be effective as of the date it is executed by the Department (the “**Effective Date**”) and shall remain in effect until the Department's receipt and approval of the Final Report.
- 24) Further Assurances and Corrective Instruments. Grantee agrees that it will, from time to time, execute and deliver, or cause to be delivered, such amendments hereto and such further instruments as may be required by the Department to comply with any existing or future State regulations, directives, policies, procedures, and other requirements, or to further the general purposes of this Agreement.
- 25) Delay Does Not Constitute Waiver. No failure or delay of the Department to exercise any right, power or remedy consequent upon default shall constitute a waiver of any such term, condition, covenant, certification or agreement of any such default or preclude the Department from exercising any right, power or remedy at any later time or times.
- 26) Technical Assistance. If the Project is not being completed in a manner satisfactory to the Department, or Grantee has violated a provision of this Agreement, prior to the Department declaring a default, the Department may request Grantee to accept technical assistance the Department feels is necessary for the Project to proceed in a manner acceptable to the Department.
- 27) Department's Signs. If required by the Department, Grantee agrees to display one or more signs identifying the Project as a recipient of financial assistance under the Program if the Department furnishes such sign(s). Grantee shall be responsible for the installation of the signs. In the event that a license, permit, or other permission is required from a local jurisdiction in order to display said signs, Grantee agrees to pay all requisite license or permit fees.
- 28) Notice Regarding Disclosure of Information Relating to the Project. The Department intends to make available to the public certain information regarding the Project and the Grantee. In addition, the Department may be required to disclose information about the Project to the Board of Public works and the Maryland General Assembly and may desire to disclose such information to other State officials or their staff, local government officials or their staff, and other lenders and funding sources. The Department is also required to disclose information in response to a request for information made pursuant to the Public Information Act, General Provisions Article, Section 4-101 et seq. of the Annotated Code of Maryland (the “**PIA Act**”). Information that may be disclosed to any of the foregoing, including the public, may include, among other things, the name of the Grantee; the name, location, and description of the Project; the date and amount of financial assistance awarded by the Department; the terms of the financial assistance; use of funds; information contained in the application for financial assistance; a copy of the application; and the sources, amounts and terms of other funding used to complete the Project, including capital contributions from the Grantee. Certain information may be exempt from disclosure under the PIA Act. Requests for disclosure of information made pursuant to the PIA Act are evaluated on an individual basis by the Department. If Grantee believes that any of the information it has provided to the Department is exempt from disclosure, Grantee should attach a statement to this Agreement describing the information it believes to be exempt from disclosure and provide

an explanation therefor. The Department cannot guarantee non-disclosure of such information but may consider Grantee's statement when responding to a request made pursuant to the PIA Act.

29) CONFESSION OF JUDGMENT. THE UNDERSIGNED HEREBY AUTHORIZES AND EMPOWERS ANY ATTORNEY OR CLERK OF ANY COURT OF RECORD IN THE UNITED STATES OR ELSEWHERE TO APPEAR FOR AND, WITH OR WITHOUT DECLARATION FILED, CONFESS JUDGMENT AGAINST THE UNDERSIGNED IN FAVOR OF THE HOLDER, ASSIGNEE OR SUCCESSOR OF HOLDER OF THIS AGREEMENT, AT ANY TIME, FOR THE PARTIAL OR TOTAL AMOUNT OF THE GRANT DESCRIBED HEREIN, TOGETHER WITH COSTS OF SUIT AND ATTORNEY'S COMMISSION OF TEN (10) PERCENT FOR THE COLLECTION; AND THE UNDERSIGNED EXPRESSLY RELEASES ALL ERRORS, WAIVES ALL STAY OF EXECUTION, RIGHTS OF INQUISITION AND EXTENSION UPON ANY LEVY UPON REAL ESTATE AND ALL EXEMPTION OF PROPERTY FROM LEVY AND SALE UPON ANY EXECUTION HEREON; AND THE UNDERSIGNED EXPRESSLY AGREES TO CONDEMNATION AND EXPRESSLY RELINQUISHES ALL RIGHTS TO BENEFITS OR EXEMPTIONS UNDER ANY AND ALL EXEMPTION LAWS NOW IN FORCE OR WHICH MAY HEREAFTER BE ENACTED.



WITNESS the hands and seals of the Department and the Grantee.



WITNESS/ATTEST:

CITY OF HYATTSVILLE

  
\_\_\_\_\_

By:  (SEAL)  
Name: Candace D. Hollingsworth  
Title: Mayor

DEPARTMENT OF HOUSING AND  
COMMUNITY DEVELOPMENT, a principal  
department of the State of Maryland

\_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
Kenneth C. Holt, Secretary

\_\_\_\_\_  
Date Executed on behalf of the Department/  
Effective Date

Approved for form and  
Legal sufficiency

\_\_\_\_\_  
Assistant Attorney General

**Exhibits:**

Exhibit A - Project Description, Scope of Work, and Special Conditions

Exhibit B - Project Budget

Exhibit C - Project Schedule

**EXHIBIT A - NCSEDF-2019-Hyattsville-00342**  
**PROJECT DESCRIPTION, SCOPE OF WORK, AND SPECIAL CONDITIONS**

**Project Name:**  
 Hyattsville Armory Apartments

**1. Project Description:**

Predevelopment costs for long-term vacant properties for the purpose of redevelopment as a mixed-use retail and residential development

**2. Project Address(es):**

4320 Hamilton Street, 5306 Baltimore Avenue, 5310 Baltimore Avenue, 5324 Baltimore Avenue and 5334 Baltimore Avenue in Hyattsville, Maryland

**3. Scope of the Project:**

The project known as Hyattsville Armory Apartments involves the construction of a mixed use development in the City of Hyattsville. Hyattsville Armory Apartments in partnership with the City of Hyattsville will be developed by Urban Investment Partners. The project required substantial property assemblage and will require site clearance of a group of buildings along with infrastructure in order for the development to move forward in order to transform the corridor and bring with it a critical mass of users to support viable retail and public transportation investment. The subject sites are no longer commercially viable and require site clearance and redevelopment in order to adequately address the community conditions and achieve an urban development pattern consistent with the vision the community's goals and land-use regulations. National Capital Strategic Economic Development Funds will be use to offset pre-development costs of the project, not limited to demolition, infrastructure, stabilization and architectural and engineering designs.

Hyattsville Armory Apartments will contain 285 units of residential housing and 30,000 square feet of retail space. As housing prices in D.C. have become more expensive, Hyattsville has seen an influx of former DC residents moving out of the District and making Hyattsville home. With many planned residential developments on the horizon, the City is expected to grow even more in the upcoming years. Over the past 20-years, the community has transitioned from a sleepy DC-bedroom community to an urbanizing, transit-oriented community has brought about land-use and built-environment opportunities that in many ways mirror regional planning challenges in established rural and suburban communities. Retrofitting and redevelopment within in communities such as Hyattsville, where aging infrastructure and obsolete buildings are financial barriers to private sector investment, requires greater up-front investment than green sites. Nearly 15 years ago, the City of Hyattsville and DC-based developer EYA brought forward a transformative project named Arts District Hyattsville, a 23-acre mixed-use redevelopment project that changed the way that the private sector viewed the Prince George's County market, this project can bring the same catalyst effect.

**4. Project Financing (Evidence and Use of Funding Sources):**

The project will involve a partnership between the City of Hyattsville (awardee) and the Urban Investment Partners (developer). The total costs of this phase of the project is \$6,455,300. National Capital Strategic Economic Development Funds in the amount of \$250,000 will be used for pre-development costs on the project. Other funding for the project includes properties contributed by Urban Investment Partners that have a combined value of \$6,205,300.

**5. Special Conditions:**

If this award contains capital funds; all capital funds are to be used strictly for approved capital activities. Grantee will submit evidence of appropriate site control over the property (e.q., Contract, Memoranda of Understanding, HUD-1 Settlement Statement, etc.) acceptable to the Program prior to disbursement. MOU between City of Hyattsville and UIP Urban Investment Partners The dispersal of grant funds requires that the Project be in a designated Sustainable Community at the time the funds are dispersed.

**EXHIBIT B - NCSEDF-2019-Hyattsville-00342**  
**PROJECT BUDGET**

**Project Name:**  
**Hyattsville Armory Apartments**

USE OF FUNDS BY ACTIVITY	AWARD FUNDS		OTHER SOURCES OF FUNDS			TOTALS BY ACTIVITY
	Capital Amount	Operating Amount	Applicant's Contribution	Name(s) of Other Source(s)	Other Source Amount	
Site Pre-Dev: Acquisition	\$0	\$0	\$0	Urban Investment Partners	\$6,205,300	\$6,205,300
Site Pre-Dev: Arch/Eng Design	\$0	\$0	\$0		\$0	\$0
Site Pre-Dev: Demolition	\$210,000	\$0	\$0		\$0	\$210,000
Site Pre-Dev: Infrastructure	\$40,000	\$0	\$0		\$0	\$40,000
Site Pre-Dev: Stabilization	\$0	\$0	\$0		\$0	\$0
Site Dev: New Construction	\$0	\$0	\$0		\$0	\$0
Site Dev: Rehabilitation/ Renovation	\$0	\$0	\$0		\$0	\$0
Operations: Studies and Planning	\$0	\$0	\$0		\$0	\$0
Operations: Proj Admin (Cash)	\$0	\$0	\$0		\$0	\$0
Operations: Proj Admin (In-Kind)	\$0	\$0	\$0		\$0	\$0
Other (a): MEP Costs	\$0	\$0	\$0		\$0	\$0
Other (b): Site Finishes	\$0	\$0	\$0		\$0	\$0
Other (c): Debt & Soft Costs	\$0	\$0	\$0		\$0	\$0
Other (d): Sub Contractor Costs	\$0	\$0	\$0		\$0	\$0
<b>TOTALS:</b>	<b>\$250,000</b>	<b>\$0</b>	<b>\$0</b>		<b>\$6,205,300</b>	<b>\$6,455,300</b>

Total Award: \$250,000  
Total Project Cost: \$6,455,300

## PROJECT TIMELINE

## Hyattsville Armory Apartments

[illegible]

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT  
NATIONAL CAPITAL STRATEGIC ECONOMIC DEVELOPMENT PROGRAM  
GRANT AGREEMENT**

**FY2020**

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**AWARDEE:** City of Hyattsville  
**AWARD ID#:** NCSEDF-2020-Hyattsville-00083  
**PROJECT NAME:** Hyattsville Armory Apartments FY20

- ☐ **National Capital Strategic Economic Development Program Grant Agreement**
- ☐ **Exhibit A - NCSEDF-2020-Hyattsville-00083  
Project Description, Scope of Work, and Special Conditions**
- ☐ **Exhibit B - NCSEDF-2020-Hyattsville-00083  
Project Budget**
- ☐ **Exhibit C - NCSEDF-2020-Hyattsville-00083  
Project Schedule**

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT  
NATIONAL CAPITAL STRATEGIC ECONOMIC DEVELOPMENT PROGRAM GRANT  
AGREEMENT  
Project/Capital Grant**

**THIS NATIONAL CAPITAL STRATEGIC ECONOMIC DEVELOPMENT PROGRAM GRANT AGREEMENT** (this "Agreement") is entered into as of the Effective Date (as defined herein) by and between the **DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**, a principal department of the State of Maryland (the "**Department**"), and City of Hyattsville (the "**Grantee**").

**RECITALS**

- A. This Agreement is issued pursuant to §§6-701 through 6-710 of the Housing and Community Development Article (the "**Act**") and the regulations promulgated thereunder and set forth in COMAR 05.20.04 (the "**Regulations**"). The Act establishes the National Capital Strategic Economic Development Program (the "**Program**"). Capitalized terms not defined herein have meanings set forth in the Regulations or the Act.
- B. The purpose of the Program is to:
  - 1. Provide strategic investment in local housing and businesses to encourage healthy, sustainable communities with a growing tax base and enhanced quality of life; and
  - 2. Focus on areas where modest investment and coordinated strategies will have an appreciable neighborhood revitalization impact.
- C. In reliance upon the representations and certifications contained in Grantee's Fiscal Year 2020 application (the "**Application**"), the Department has approved an award of funds to Grantee to carry out a Program project, to be expended by Grantee in conformity with the requirements and provisions of the Act, the Regulations, the Department's Program Policy Guide as amended from time to time (the "**Guide**"), and this Agreement.

## AGREEMENT

**IN CONSIDERATION** of the Recitals, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Department and Grantee agree as follows:

1) National Capital Region Designation.

- a) The Project is located in a geographic area that has been designated by the Act as the National Capital Region (the "Area").
- b) The Project will enhance and support the Grantee's neighborhood revitalization plan that includes community enhancement projects located within a geographic area that has been designated by the Smart Growth Subcabinet (as defined in §9-1406 of the State Government Article) as a Sustainable Community.

2) Grant.

- a) In consideration of the various obligations to be undertaken by Grantee pursuant to this Agreement, the Department agrees to provide Grantee with funds in the amount of **Two Hundred and Fifty Thousand Dollars (\$250,000)** (the "Grant") to be used for the purposes of funding the National Capital Strategic Economic Fund Program Project (the "Project") described on Exhibit A - NCSEDF-2020-Hyattsville-00083 (the "Project Description").
- b) Grantee agrees to use the Grant only for the approved Project and only in the approved Area. Grantee agrees that it will use the Grant and operate the Project in accordance with the provisions of the Act, the Regulations, the Guide, and this Agreement.
- c) The Project shall not include or support the following types of activities: pawn shops, gun shops, tanning salons, massage parlors, adult video/book shop, adult entertainment facilities, check cashing facilities, gambling facilities, tattoo parlors or liquor stores.
- d) The Application may have included projects other than the Project. The approval of the Application and the Project and the execution of this Agreement are not to be construed as approval of any other projects described in the Application.

3) Expenditure of Grant Funds.

- a) All Grant funds shall be expended on or before the Completion Date (as defined in Section 4(b) of this Agreement).
- b) Grantee shall expend the Grant in accordance with the budget set forth in Exhibit B - NCSEDF-2020-Hyattsville-00083 (the "Project Budget"). Grantee may not expend more than the amount allocated for any category in the Project Budget without the prior written consent of the Department.
- c) Unless otherwise agreed to in writing by the Department, Grantee shall expend at least fifty percent (50%) of the Grant funds for the Project by the first (1st) anniversary of the Effective Date.
- d) All costs incurred by Grantee before the Effective Date and before approval by the Department of the release of Grant funds are incurred voluntarily, at Grantee's risk and upon its own credit and expense, and Grantee's authority to be reimbursed from the Grant funds shall be governed by the provisions of this Agreement.



- e) If, upon completion of the Project, there are cost savings and/or undisbursed funds, Grantee shall return any remaining Grant funds to the Department.
- f) If Grantee is not a government agency (including a housing authority) Grantee may use a portion of the Grant funds for reimbursement of indirect costs. The indirect cost reimbursement rate is: (i) equal to the indirect cost reimbursement rate Grantee receives from a federal agency or other State of Maryland (the "State") agency, if applicable; or (ii) up to 10% of the costs that would be considered modified total direct costs under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards adopted by the Office of Management and Budget in 2 C.F.R. 200 and any related guidance published by the Office of Management and Budget. The indirect cost reimbursement rate applies to the portion of the Grant, if any, that is for the provision of services.

4) Commencement and Completion of the Project; Inspection during Construction or Rehabilitation; Changes.

- a) Grantee shall commence the Project on or prior to the date (the "**Commencement Date**") set forth in Exhibit C - NCSEDF-2020-Hyattsville-00083 (the "**Project Schedule**").
- b) Grantee shall complete the Project prior to the date set forth in the Project Schedule (the "**Completion Date**").
- c) If the Project involves capital construction or improvements, the Department, its agents and its employees shall be allowed to inspect the Project during construction or rehabilitation and upon completion.
- d) The Department must approve all changes to the Project Description, Project Schedule, Project Budget, or any other term of this Agreement, including modifications to the scope of work of the Project, modifications involving carrying out Project activities in a geographic area other than the Area, and modifications to the Completion Date.
- e) Grantee shall ensure that all necessary approvals for the commencement of the Project have been obtained, including all applicable permits and licenses.
- f) On or before the Completion Date, Grantee shall obtain all certifications, licenses, permits, and approvals necessary to operate the Project, and shall otherwise satisfy all requirements necessary to operate the Project.

5) Conditions Precedent to Disbursement of the Grant. The Department shall not disburse the Grant until Grantee has complied with the following conditions:

- a) The Maryland Historical Trust has reviewed the Project for impact on historic structures, and, if required has approved the architectural plans and specifications for the Project.
- b) The Maryland Codes Administration has approved all the Project plans and specifications.
- c) Grantee has complied with all other terms and conditions of the Grant as required by the Department to the Department's satisfaction, including the satisfaction of any special conditions as noted on Exhibit A.

6) Other Funds.

- a) In addition to the Grant, Grantee may (i) be in the process of obtaining written commitments to receive other funds for the Project; (ii) have written commitments to receive other funds for the Project; or (iii) have already received other funds for the Project (collectively, the "**Other Funds**"). Other Funds shall be described by source, use and amount in the Project Budget.
- b) Upon request, Grantee shall provide the Department with information and documentation in forms acceptable to the Department regarding the Other Funds. Such information and documentation shall include but not be limited

to information concerning Grantee's receipt and expenditure of the Other Funds. In the event the Department determines, in its sole discretion, that all or any portion of the Other Funds are not available, are not going to be disbursed to Grantee for any reason, or that the Other Funds received by Grantee have not been properly expended, the Department may, in its sole discretion, declare Grantee in default of this Agreement and exercise its remedies pursuant to this Agreement.

7) Disbursement of the Grant.

- a) After the Effective Date, the Department will disburse Grant funds to Grantee on a reimbursement basis as the Project progresses. Grantee shall submit a request for payment in a manner and form approved by the Department. A request for payment shall identify in detail all expenses incurred for which reimbursement is being sought, and shall have attached copies of the supporting invoices and other documentation of such expenses.
- b) Requests for payment should be made allowing approximately thirty (30) days to receive the Grant funds. The request for payment shall not exceed the eligible costs incurred and approved by the Department. The Department, in its sole discretion, may disburse funds for eligible costs anticipated to be incurred or costs incurred prior to the Effective Date.
- c) The Department has the right to withhold disbursement of Grant funds if at any time the Department determines, in its sole discretion, that Grantee is not performing or completing the Project in a manner satisfactory to the Department. The Department shall have the right at any time to request that Grantee provide additional supporting documentation with any request for payment.

8) Records, Inspections and Reports.

This Section 8 shall survive the term of this Agreement.

a) Records.

- i) Grantee shall maintain accurate financial, management, programmatic and other records of the Grantee, including meeting minutes of Grantee's Board of Directors if applicable, for transactions relating to the receipt and expenditure of the Grant and administration of the Project (collectively, the "Records"). The Records shall be in a form acceptable to the Department. Grantee shall retain the Records for three (3) years following the term of this Agreement.
- ii) Grantee shall make the Grantee's administrative offices, its personnel, whether full time, part time, consultants or volunteers, and the Records available to the Department for inspection upon request, during the term of the Agreement and for a period of three (3) years following the term of this Agreement. The Grantee shall permit the Department to perform program monitoring, evaluation and audit activities as determined to be necessary, at the discretion of the Department.
- iii) Grantee shall cause to be maintained for the Department's inspection the books, accounts, and records of contractors in connection with the Project for three (3) years past the date of termination of the contractual relationship between the contractor and Grantee.

- b) Inspections. During the term of this Agreement and for a period of three (3) years following the term of this Agreement, Grantee shall permit the Department to monitor the Project to ensure that the Project is being carried out in accordance with the terms of this Agreement.

c) Reports.

- i) On January 1, April 1, July 1, and October 1 of each year during the term of this Agreement, Grantee shall provide the Department with interim progress reports in a manner and form to be determined by the Department. The interim progress reports shall contain such information as the Department requests, including, but not limited to, work accomplished and problems encountered, past and projected expenditures made against the Project Budget, and benchmarks reached. Grantee shall ensure that each interim progress report is received by the Department within ten (10) working days after the due date.
- ii) Within forty-five (45) days after Grantee completes the Project, Grantee shall submit to the Department a final report (the "**Final Report**") in a manner and form to be determined by the Department that describes the completed Project, the success of the Project, any problems encountered in completing the Project, and such other information as the Department requires. The Final Report shall also contain an expense and revenue summary of the Project, certified by the highest fiscal officer of Grantee, that lists all expenditures relating to the Grant. In addition, any completed studies, surveys, reports, or other work products, if applicable, shall be attached to the Final Report.
- iii) If any portion of the Grant is secured by collateral for the benefit of the Department or is used as a loan to a subrecipient (a "**Loan**") and the Department maintains an interest in such Loan, Grantee shall submit annual reports, in a manner and form to be determined by the Department, for the term of this Agreement.
- iv) In addition to the requirements set forth above, Grantee shall provide the Department with such additional records, reports, and other documentation as may be required by the Department.

9) **Default and Remedies; Termination.**

- a) A default shall consist of: (i) the breach by Grantee of any term, condition, covenant, agreement, or certification contained in this Agreement; (ii) the expenditure of Grant funds for any use other than as provided in the Project Budget or in the approved scope of work for the Project; (iii) the failure to commence or complete the Project by the dates set forth in the Agreement, or otherwise unsatisfactory performance or completion of the Project, in the Department's sole determination; (iv) Grantee's bankruptcy, insolvency, or the dissolution or liquidation of Grantee's business organization or assets; (v) the failure to obtain the Other Funds if, in the Department's sole discretion, such failure would significantly impact the Project; or (vi) a change in Grantee's staffing capacity that adversely affects Grantee's ability to carry out the Project, in the Department's sole discretion.
- b) The Department shall give Grantee written notice of default, and Grantee shall have thirty (30) days from the date of such notice to cure the default. Upon the occurrence of a default that continues beyond the cure period, the Department shall have the right to terminate this Agreement immediately by written notice to Grantee. Notwithstanding the above, upon the occurrence of a default under this Agreement involving Grantee's bankruptcy, insolvency, or the dissolution or liquidation of Grantee's business organization or assets, the Department's right to terminate this Agreement shall be immediate without a notice and cure period.
- c) In the event of termination by the Department:
  - i) The Department may withhold disbursement of Grant funds and Grantee shall have no right, title, or interest in or to any of the undisbursed Grant funds;
  - ii) The Department may demand repayment from Grantee of any portion of the Grant proceeds that the Department, in its sole discretion, determines were not expended in accordance with this Agreement, plus all costs and reasonable attorneys' fees incurred by the Department in recovery proceedings; and
  - iii) The Department, in its sole discretion, may demand repayment of all Grant funds disbursed to Grantee, plus all costs and reasonable attorneys' fees incurred by the Department in recovery proceedings.

- d) In addition to exercising any or all of the rights and remedies contained in this Agreement, the Department at any time may proceed to protect and enforce all rights available to the Department by suit in equity, action at law, or by any other appropriate proceedings, all of which shall survive the termination of this Agreement.
- e) Grantee agrees to return any remaining proceeds of the Grant to the Department upon termination of the Agreement, whether due to default, completion of the Project, or for any other reason.

10) Grantee's Certifications. Grantee certifies that:

- a) Grantee is a government agency, including a housing authority, with jurisdiction in the Area, or a Community Development Organization, as those terms are defined in the Regulations, and has the requisite power and authority to enter into and carry out the transactions contemplated by this Agreement.
- b) The acceptance of the Grant and the entering into of the Agreement have been duly authorized, executed, and delivered by Grantee, and are the valid and legally binding acts and agreements of Grantee.
- c) None of Grantee's assignees, designees, agents, members, officers, employees, consultants, or members of its governing body, or any local governmental authority exercising jurisdiction over the Project, and no other public official who exercises or has exercised any functions or responsibilities with respect to the Project during such person's tenure, or who is in a position to participate in a decision-making process or gain inside information with regard to the Project, has or shall have any interest, direct or indirect, in any contract or subcontract or the proceeds thereof, for any work or any activity to be performed in connection with the Project, or receive any benefit therefrom, that is part of the Project at any time during or after such person's tenure. No officer, director, or member of Grantee will personally benefit from the Grant or the Project.
- d) The representations, statements, and other matters contained in the Application are and remain true and complete in all material respects.
- e) Prior to commencement of the Project, Grantee has obtained or will obtain all federal, state, and local government approvals, permits, and licenses that may be required to accomplish the Project and the scope of work.
- f) Grantee has not been, nor currently is, the subject of an investigation by any federal, state, or local governmental entity for alleged criminal or civil violations of laws or regulations enforced by these entities.

11) Liability. Grantee releases the Department from, agrees that the Department shall not have any liability for, and agrees to protect, indemnify, and save harmless the Department from and against any and all liabilities, suits, actions, claims, demands, losses, expenses, and costs of every kind and nature, including reasonable attorneys' fees, incurred by, or asserted or imposed against the Department, as a result of or in connection with the Project, except for the gross negligence or willful misconduct of the Department. This Section shall survive the term of this Agreement.

12) Indemnification. Grantee agrees that all costs incurred by the Department as a result of the liabilities, suits, actions, claims, demands, losses, expenses, or costs, as described in Section 11 and Section 14 of this Agreement, including reasonable attorney's fees, shall be immediately and without notice due and payable by Grantee to the Department except for claims arising solely from the Department's willful misconduct or gross negligence. Grantee's obligation to indemnify the Department shall survive the term of this Agreement. If Grantee is a government agency, including a housing authority, any indemnification or other obligation to reimburse or compensate the Department provided by the Grantee pursuant to this Agreement exists only to the extent permitted by law and is subject to appropriations as well as the notice requirements and damages limitations stated in the Local Government Tort Claims Act, Md. Code Ann., Cts. & Jud. Proc. Sec. 5-301, et seq. (2006 Repl. Vol.) (the "LGTC"); Md. Code Ann. Art. 25A, Sec. 1A (2005 Repl. Vol.); and Md. Code Ann., Cts. & Jud. Proc. Sec. 5-509 (2006 Repl. Vol.), all as amended from time to time (together, the "Local Government Indemnification Statutes"), and is not to be deemed as a waiver of any

immunity that may exist in any action against a local government for its officers, agents, volunteers and employees.

13) Nondiscrimination and Drug and Alcohol Free Workplace; Fair Practices Certification.

- a) Grantee may not discriminate against and hereby certifies that it prohibits discrimination against and will not discriminate against any person on the basis of race, color, religion, ancestry, creed or national origin, sex, marital status, physical or mental handicap, sexual orientation, or age in any aspect of its projects, programs or activities.
- b) Grantee shall comply with applicable federal, State, and local laws regarding discrimination and equal opportunity in employment, housing, and credit practices, including:
  - i) Titles VI and VII of the Civil Rights Act of 1964, as amended;
  - ii) Title VIII of the Civil Rights Act of 1968, as amended;
  - iii) Title 20 of the State Government Article, Annotated Code of Maryland, as amended;
  - iv) The Department's Minority Business Enterprise Program, as amended;
  - v) The Governor's Executive Order 01.01.1989.18 relating to Drug and Alcohol Free Workplaces, and any Department or State regulations adopted or to be adopted to carry out the requirements of that Order;
  - vi) The Fair Housing Amendments Act of 1988, as amended; and
  - vii) The Americans with Disabilities Act of 1990, as amended.

14) Environmental Certification and Indemnification; Lead Paint. In connection with the ownership, lease, rehabilitation, construction, operation or demolition of real property or improvements thereon that are or may become a part of the Project (collectively and individually, "**Property**"):

- a) Grantee represents, warrants, and covenants that there are no hazardous materials located on the Property, that it will not cause or allow any hazardous materials to be placed on the Property, that it will carry out the Project in compliance with all requirements imposed by any governmental authority with respect to any hazardous materials that may be placed on the Property, and that to the best of its knowledge the Property is in compliance with all applicable federal and State environmental laws and regulations.
- b) Grantee shall indemnify and hold the Department, its employees and agents harmless from all loss, liability, damage, costs, and expenses of any kind whatsoever, including as a result of any lawsuit brought or threatened, settlement reached, or governmental order, and including reasonable attorneys' fees, for failure of the Property to comply in all respects with all environmental requirements. Grantee's obligation to indemnify the Department shall survive the term of this Agreement.
- c) Grantee covenants that it shall comply with all federal, State, and local laws and requirements concerning the treatment and removal of lead paint from the Property.

15) Non-Sectarian Certifications.

- a) Grantee certifies that no part of the Grant funds, no part of the Project, and no part of the Property, shall be used for the furtherance of sectarian religious instruction, or in connection with the design, acquisition, or construction of any building used or to be used as a place of sectarian religious worship or instruction, or in connection with any program or department of divinity for any religious denomination, including (but not

limited to) religious services, religious instruction, or other activities that have an explicitly religious content.

- b) Grantee certifies that it will provide services of the Project to clients on a nondiscriminatory basis, including (but not limited to) the provision of services without regard to the creed, religion, or religious affiliation of the clients.

16) Insurance.

- a) Grantee shall maintain or shall cause to be maintained property and commercial general liability insurance coverages on the Project and Property both during and after construction or rehabilitation, and if necessary, Grantee shall pay the expense of such insurance.
- b) Grantee shall determine whether the Project is located in a 100-year flood plain, as designated by the United States Department of Housing and Urban Development. If the Project is located in a 100-year flood plain, Grantee shall require flood insurance coverage, and if necessary, Grantee shall pay the expense of such insurance.
- c) Grantee shall require the general contractor to provide general contractor's insurance coverage for comprehensive public liability, property damage liability/builder's risk, and workers' compensation in the form and amounts required by the Grantee.
- d) Insurance coverages shall be provided by a company that is registered with the Maryland Insurance Agency and authorized to transact business in the State.
- e) To the extent applicable, insurance coverage shall be in force prior to the disbursement of the Grant proceeds and shall contain terms and coverages satisfactory to the Department.
- f) To the extent required by the Department, Grantee shall submit to the Department an ACORD insurance certificate naming the Department and the Grantee as loss payee and additional insured.
- g) To the extent required by the Department, ACORD insurance certificates shall provide for notification to the Department and Grantee prior to Project-related cancellation of any insurance policies.
- h) If Grantee is a government agency, including a housing authority, the insurance requirements contained herein may be satisfied through evidence of a self-insurance program satisfactory to the Department.

- 17) Notices. All notices, requests, approvals, and consents of any kind made pursuant to this Agreement shall be in writing. Any such communication, unless otherwise specified, shall be deemed effective as of the date it is mailed, postage prepaid, addressed as follows:

- a) Communications to the Department shall be mailed to:

Department of Housing and Community Development  
 Division of Neighborhood Revitalization  
 7800 Harkins Road  
 Lanham, Maryland 20706  
 Attn: Community Legacy Program

with a copy to:

Office of the Attorney General  
 7800 Harkins Road  
 Lanham, Maryland 20706  
 Attention: Division of Neighborhood Revitalization

b) Communications to Grantee shall be mailed to:

City of Hyattsville  
4310 Gallatin Street  
Hyattsville, MD 20781  
Attention: James Chandler

- 18) **Amendment.** This Agreement may not be amended except by a written instrument executed by the Department and Grantee.
- 19) **Execution.** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile or by electronic transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or electronic transmission shall be deemed to be their original signatures for all purposes.
- 20) **Assignment.** This Agreement may not be assigned without the prior written approval of the Department.
- 21) **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between the parties hereto with respect to the Grant.
- 22) **Governing Law.** This Agreement shall be construed, interpreted, and enforced in accordance with the laws of the State without regard to conflict of laws provisions.
- 23) **Term of Agreement.** Unless sooner terminated pursuant to the terms of this Agreement or extended by an amendment to the Agreement, this Agreement shall be effective as of the date it is executed by the Department (the "**Effective Date**") and shall remain in effect until the later of (i) the Department's receipt and approval of the Final Report; or (ii) the final satisfaction of any Loan proceeds or obligations regarding any collateral.
- 24) **Further Assurances and Corrective Instruments.** Grantee agrees that it will, from time to time, execute and deliver, or cause to be delivered, such amendments hereto and such further instruments as may be required by the Department to comply with any existing or future State regulations, directives, policies, procedures, and other requirements, or to further the general purposes of this Agreement.
- 25) **Delay Does Not Constitute Waiver.** No failure or delay of the Department to exercise any right, power or remedy consequent upon default shall constitute a waiver of any such term, condition, covenant, certification or agreement of any such default or preclude the Department from exercising any right, power or remedy at any later time or times.
- 26) **Technical Assistance.** If the Project is not being completed or performed in a manner satisfactory to the Department, or Grantee has violated a provision of this Agreement, prior to the Department declaring a default, the Department may request that Grantee accept technical assistance the Department feels is necessary for the Project to proceed in a manner acceptable to the Department.
- 27) **Department's Signs.** If required by the Department, Grantee agrees to display one or more signs identifying the Project as a recipient of financial assistance under the Program if the Department furnishes such sign(s). Grantee shall be responsible for the installation of the signs. In the event that a license, permit, or other permission is required from a local jurisdiction in order to display said signs, Grantee agrees to pay all requisite license or permit fees.
- 28) **Notice Regarding Disclosure of Information Relating to the Project.** The Department intends to make available to the public certain information regarding the Project and the Grantee. In addition, the Department may be required to

disclose information about the Project to the Board of Public works and the Maryland General Assembly and may desire to disclose such information to other State officials or their staff, local government officials or their staff, and other lenders and funding sources. The Department is also required to disclose information in response to a request for information made pursuant to the Public Information Act, §4-101 et seq. of the General Provisions Article, Annotated Code of Maryland (the "PIA Act"). Information that may be disclosed to any of the foregoing, including the public, may include, among other things, the name of the Grantee; the name, location, and description of the Project; the date and amount of financial assistance awarded by the Department; the terms of the financial assistance; use of funds; information contained in the application for financial assistance; a copy of the Application; and the sources, amounts and terms of other funding used to complete the Project, including capital contributions from the Grantee. Certain information may be exempt from disclosure under the PIA Act. Requests for disclosure of information made pursuant to the PIA Act are evaluated on an individual basis by the Department. If Grantee believes that any of the information it has provided to the Department is exempt from disclosure, Grantee should attach a statement to this Agreement describing the information it believes to be exempt from disclosure and provide an explanation therefor. The Department cannot guarantee non-disclosure of such information but may consider Grantee's statement when responding to a request made pursuant to the PIA Act.

**29) CONFESSION OF JUDGMENT. IF THE PRINCIPAL AMOUNT OF THIS AGREEMENT, ANY INSTALLMENT OF INTEREST OR PRINCIPAL, OR ANY OTHER PAYMENT DUE UNDER THIS AGREEMENT IS NOT PAID WHEN DUE, WHETHER BY MATURITY, ACCELERATION OR OTHERWISE, EACH OBLIGOR WHO SIGNS THIS INSTRUMENT HEREBY AUTHORIZES AND EMPOWERS ANY ATTORNEY OR CLERK OF ANY COURT OF RECORD IN THE UNITED STATES OR ELSEWHERE TO APPEAR FOR AND, WITH OR WITHOUT DECLARATION FILED, CONFESS JUDGMENT AGAINST IT AND IN FAVOR OF THE HOLDER OF THIS AGREEMENT, AT ANY TIME, WITHOUT A PRIOR HEARING, AND IN THE AMOUNT OF THE OUTSTANDING PRINCIPAL BALANCE OF THIS AGREEMENT, ALL ACCRUED AND UNPAID INTEREST, OUTSTANDING FEES AND LATE CHARGES, AND ALL OTHER AMOUNTS PAYABLE TO THE HOLDER UNDER THE TERMS OF THIS AGREEMENT, INCLUDING COSTS OF SUIT AND REASONABLE ATTORNEYS' FEES INCURRED AS A RESULT OF, RELATED TO, OR IN CONNECTION WITH ANY DEFAULT UNDER THE AGREEMENT AND ANY EFFORTS TO COLLECT ANY AMOUNT DUE UNDER THE AGREEMENT OR ANY JUDGMENTS ENTERED THEREON.**

**THE AUTHORITY AND POWER TO APPEAR FOR AND ENTER JUDGMENT AGAINST ANY OBLIGOR ON THIS AGREEMENT SHALL NOT BE EXHAUSTED BY ONE OR MORE EXERCISES THEREOF OR BY ANY IMPERFECT EXERCISE THEREOF; SUCH AUTHORITY MAY BE EXERCISED ON ONE OR MORE OCCASIONS OR FROM TIME TO TIME IN THE SAME OR DIFFERENT JURISDICTION AS OFTEN AS HOLDER SHALL DEEM NECESSARY AND DESIRABLE, FOR ALL OF WHICH THIS AGREEMENT SHALL BE SUFFICIENT WARRANT; IF ENFORCEMENT OF THIS AGREEMENT RESULTS IN HOLDER OBTAINING A MONEY JUDGMENT AGAINST ANY OBLIGOR ON THIS AGREEMENT, HOLDER'S RIGHT TO APPEAR AND CONFESS JUDGMENT FOR AMOUNTS DUE, INCLUDING THE PAYMENT AND REIMBURSEMENT OF ATTORNEYS' FEES AND COSTS ARISING AFTER THE ENTRY OF JUDGMENT (INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES AND COSTS INCURRED TO COLLECT THE JUDGMENT OR LIQUIDATE AND COLLECT ANY COLLATERAL PLEDGED IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE OTHER GRANT DOCUMENTS) SHALL NOT BE EXTINGUISHED BY OR MERGED INTO**



**ANY SUCH JUDGMENT BUT SHALL SURVIVE THE JUDGMENT AS A CLAIM AGAINST ANY SUCH OBLIGOR AND ANY SUCH COLLATERAL.**

**EACH OBLIGOR ON THIS AGREEMENT HEREBY WAIVES AND RELEASES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ALL PROCEDURAL ERRORS AND ALL RIGHTS OF EXEMPTION, APPEAL, STAY OF EXECUTION, INQUISITION, AND EXTENSION UPON ANY LEVY ON REAL ESTATE OR PERSONAL PROPERTY TO WHICH SUCH OBLIGOR MAY OTHERWISE BE ENTITLED UNDER THE LAWS OF THE UNITED STATES OF AMERICA OR OF ANY STATE OR POSSESSION OF THE UNITED STATES OF AMERICA NOW IN FORCE AND WHICH MAY HEREINAFTER BE ENACTED.**

**THIS SECTION SHALL NOT APPLY TO GOVERNMENT AGENCIES.**

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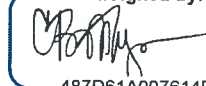
WITNESS the hands and seals of the Department and the Grantee.

WITNESS/ATTEST:

CITY OF HYATTSVILLE

Sean Corcoran

DocuSigned by:



By: 487D61A007614B8 (SEAL)

Name: Candace B. Hollingsworth

Title: Mayor

DEPARTMENT OF HOUSING AND  
COMMUNITY DEVELOPMENT, a principal  
department of the State of Maryland

Samiko X. Neal

By:  (SEAL)

Kenneth C. Holt, Secretary

8/31/20

Date Executed on behalf of the Department/  
Effective Date

Approved for form and  
Legal sufficiency



Assistant Attorney General

**Exhibits:**

Exhibit A - Project Description, Scope of Work, and Special Conditions

Exhibit B - Project Budget

Exhibit C - Project Schedule

**EXHIBIT A - NCSEDF-2020-Hyattsville-00083**  
**PROJECT DESCRIPTION, SCOPE OF WORK, AND SPECIAL CONDITIONS**

**Project Name:**  
 Hyattsville Armory Apartments FY20

**1. Project Description:**

Redevelopment of long-term vacant properties or the purpose of redevelopment as a mixed-use retail and residential development

**2. Project Address(es):**

4320 Hamilton Street, 5306 Baltimore Avenue, 5310 Baltimore Avenue, 5324 Baltimore Avenue and 5334 Baltimore Avenue in Hyattsville, Maryland

**3. Scope of the Project:**

The project known as Hyattsville Armory Apartments involves the construction of a mixed use development in the City of Hyattsville. Hyattsville Armory Apartments in partnership with the City of Hyattsville will be developed by Urban Investment Partners. The project required substantial property assemblage and will require site clearance of a group of buildings along with infrastructure in order for the development to move forward in order to transform the corridor and bring with it a critical mass of users to support viable retail and public transportation investment. The subject sites are no longer commercially viable and require site clearance and redevelopment in order to adequately address the community conditions and achieve an urban development pattern consistent with the vision the community's goals and land-use regulations. Hyattsville Armory Apartments will contain 285 units of residential housing and 30,000 square feet of retail space. National Capital Strategic Economic Development Funds will be used to offset pre-development costs of the project, not limited to demolition, infrastructure, stabilization and architectural and engineering designs.

**4. Project Financing (Evidence and Use of Funding Sources):**

The project will involve a partnership between the Grantee and the Urban Investment Partners (developer). The National Capital Strategic Economic Developments Funds in the amount of \$250,000 will be used for predevelopment costs on the project. The total project cost is \$6,905,300.

**5. Special Conditions:**

If this award contains capital funds; all capital funds are to be used strictly for approved capital activities. The disbursement of grant funds requires that the Project be in a designated Sustainable Community at the time the funds are disbursed. Grantee will submit evidence of appropriate site control over the property (e.g., Contract, Memoranda of Understanding, HUD-1 Settlement Statement, etc.) acceptable to the Program prior to disbursement.

Prior to disbursement of Grant funds, the following shall occur: Grantee shall loan the entity that owns the Property (the "Owner") Two Hundred Fifty Thousand Dollars (\$250,000) (the "Loan"). Grantee shall cause Owner to execute a promissory Note (the "Note") in favor of Grantee, in a form acceptable to the Department. The Note shall be secured by a recorded deed of trust (the "Deed of Trust") on the Property, in a form acceptable to the Department. The Note, the Deed of Trust, and any ancillary documents evidencing and securing the Loan are referred to herein as the "Loan Documents." Grantee shall assign its rights to the Loan Documents to the Department. In the event of default by Owner of the Loan Documents, the Department's rights set forth in the Loan Documents are its sole remedy.

**EXHIBIT B - NCSEDF-2020-Hyattsville-00083**  
**PROJECT BUDGET**

**Project Name:**  
 Hyattsville Armory Apartments FY20

USE OF FUNDS BY ACTIVITY	AWARD FUNDS		OTHER SOURCES OF FUNDS			TOTALS BY ACTIVITY
	Capital Amount	Operating Amount	Applicant's Contribution	Name(s) of Other Source(s)	Other Source Amount	
Site Pre-Dev: Acquisition	\$0	\$0	\$0	Urban Investment Partners	\$6,205,300	\$6,205,300
Site Pre-Dev: Arch/Eng Design	\$0	\$0	\$0		\$0	\$0
Site Pre-Dev: Demolition	\$0	\$0	\$0	FY2019 NED	\$250,000	\$250,000
Site Pre-Dev: Infrastructure	\$250,000	\$0	\$0		\$0	\$250,000
Site Pre-Dev: Stabilization	\$0	\$0	\$0		\$0	\$0
Site Dev: New Construction	\$0	\$0	\$0		\$0	\$0
Site Dev: Rehabilitation/ Renovation	\$0	\$0	\$0		\$0	\$0
Operations: Studies and Planning	\$0	\$0	\$0		\$0	\$0
Operations: Proj Admin (Cash)	\$0	\$0	\$0		\$0	\$0
Operations: Proj Admin (In-Kind)	\$0	\$0	\$0		\$0	\$0
Other (a): Site Finishes	\$0	\$0	\$0	MD Bond Bill	\$200,000	\$200,000
Other (b): Site Finishes	\$0	\$0	\$0		\$0	\$0
Other (c): Debt & Soft Costs	\$0	\$0	\$0		\$0	\$0
Other (d): Sub Contractor Costs	\$0	\$0	\$0		\$0	\$0
<b>TOTALS:</b>	<b>\$250,000</b>	<b>\$0</b>	<b>\$0</b>		<b>\$6,655,300</b>	<b>\$6,905,300</b>

Total Award: \$250,000  
 Total Project Cost: \$6,905,300





# City of Hyattsville

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

## Agenda Item Report

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**File #:** HCC-389-FY22

6/6/2022

7.f.

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

**Item Title:**

**MDOT Rhode Island Trolley Trail Lighting Expenditure**

**Suggested Action:**

I move that the Mayor and Council authorize an expenditure to Maryland Department of Transportation - State Highway Administration (MDOT) not to exceed \$240,000 for the City's portion of the lighting construction cost.

**Summary Background:**

In June of 2021 the Council authorized the ratification of a Memorandum of Understanding (MOU) between the City and MDOT concerning the construction and maintenance of the Rhode Island Ave Trolley Trail Extension (Motion HCC-356-FY21). Part of this MOU concerned the City portion of the costs for pedestrian lighting that would subsequently be owned, operated, and maintained by the City. This motion is to approve the expenditure of funds for the issuing of the Purchase Order as specified in the MOU. MDOT expects work to begin in June 2022.

**Next Steps:**

Issue purchase order and work with MDOT on project.

**Fiscal Impact:**

NTE \$240,000

**City Administrator Comments:**

Recommend approval.

**Community Engagement:**

N/A

**Strategic Goals:**

Goal 3 - Promote a Safe and Vibrant Community

**Legal Review Required?**

N/A

Cat.Code	MOU Definition	Item Description	Unit	Qty	EE Unit Price	EE Tot. Cost	Bid Unit Price	Bid Tot. Cost	Diff Tot. Cost
203030	Lamp	TEST PIT EXCAVATION	CY	7.5	\$275.00	\$2,062.50	\$785.00	\$5,887.50	\$3,825.00
800000	Lamp	68 WATT LED PEDESTRIAN LUMINAIRE	EA	13	\$3,020.00	\$39,260.00	\$2,900.00	\$37,700.00	-\$1,560.00
800000	Lamp	12-FOOT PEDESTRIAN LIGHT POLE	EA	13	\$3,810.00	\$49,530.00	\$3,800.00	\$49,400.00	-\$130.00
800000	Lamp	LIGHTING CONTROL CABINET, BASE MOUNT, 2 ELECTRICAL PAN	EA	1	\$19,025.00	\$19,025.00	\$21,400.00	\$21,400.00	\$2,375.00
800000	GFCI	20 AMP, 125V, DUPLEX GFCI OUTLET	EA	13	\$140.00	\$1,820.00	\$350.00	\$4,550.00	\$2,730.00
800000	Infrastructure	FURNISH AND INSTALL 12"X12" POLYMER CONCRETE HAND BOX	EA	15	\$1,025.00	\$15,375.00	\$1,300.00	\$19,500.00	\$4,125.00
801003	Lamp	CONCRETE FOR LIGHT FOUNDATION	CY	6	\$1,100.00	\$6,600.00	\$1,300.00	\$7,800.00	\$1,200.00
802501	Lamp	NO. 6 AWG STRANDED BARE COPPER GROUND WIRE	LF	2,700	\$1.90	\$5,130.00	\$2.00	\$5,400.00	\$270.00
802502	Lamp	NO. 4 AWG STRANDED BARE COPPER GROUND WIRE	LF	40	\$2.20	\$88.00	\$5.00	\$200.00	\$112.00
802576	Lamp	ELECTRICAL CABLE 1-CONDUCTOR 250 KCMIL, CU, TYPE USE, 600	LF	325	\$8.15	\$2,648.75	\$10.00	\$3,250.00	\$601.25
805125	Infrastructure	2 INCH SCHEDULE 80 RIGID PVC CONDUIT - TRENCHED	LF	2,640	\$16.50	\$43,560.00	\$14.00	\$36,960.00	-\$6,600.00
805135	Infrastructure	3 INCH SCHEDULE 80 RIGID PVC CONDUIT - TRENCHED	LF	20	\$18.00	\$360.00	\$21.00	\$420.00	\$60.00
805140	Infrastructure	4 INCH SCHEDULE 80 RIGID PVC CONDUIT - TRENCHED	LF	40	\$18.00	\$720.00	\$29.00	\$1,160.00	\$440.00
805140	ITS	4 INCH SCHEDULE 80 RIGID PVC CONDUIT - TRENCHED	LF	2,490	\$18.00	\$44,820.00	\$29.00	\$72,210.00	\$27,390.00
807410	Lamp	ELECTRICAL UTILITY SERVICE EQUIPMENT 120/240 VOLTS 200 AN	EA	1	\$3,595.00	\$3,595.00	\$3,400.00	\$3,400.00	-\$195.00
811000	ITS	OVERSIZED ELECTRICAL HANDHOLE	EA	6	\$1,710.00	\$10,260.00	\$3,000.00	\$18,000.00	\$7,740.00
823001	Lamp	REMOVAL AND RELOCATE ROADWAY LIGHTING STRUCTURE	EA	1	\$4,000.00	\$4,000.00	\$760.00	\$760.00	-\$3,240.00
832016	Lamp	CABLE - 1 CONDUCTOR, NO 6 AWG, TYPE USE, 600V - For Light Pole	LF	5,060	\$2.00	\$10,120.00	\$2.10	\$10,626.00	\$506.00
832016	GFCI	CABLE - 1 CONDUCTOR, NO 6 AWG, TYPE USE, 600V - For GFCI Rec	LF	5,060	\$2.00	\$10,120.00	\$2.10	\$10,626.00	\$506.00
832019	Lamp	CABLE - 1 CONDUCTOR, NO 10 AWG, TYPE THWN/THHN, 600V - Fo	LF	930	\$1.10	\$1,023.00	\$1.00	\$930.00	-\$93.00
832019	GFCI	CABLE - 1 CONDUCTOR, NO 10 AWG, TYPE THWN/THHN, 600V - Fo	LF	930	\$1.10	\$1,023.00	\$1.00	\$930.00	-\$93.00
834001	Lamp	CONNECTOR KIT - TYPE I	EA	32	\$72.50	\$2,320.00	\$90.00	\$2,880.00	\$560.00
834002	Lamp	CONNECTOR KIT - TYPE II	EA	8	\$81.00	\$648.00	\$116.00	\$928.00	\$280.00
834003	Lamp	CONNECTOR KIT - TYPE III	EA	20	\$93.25	\$1,865.00	\$121.00	\$2,420.00	\$555.00
837001	Lamp	GROUND ROD - 3/4 INCH DIAMETER X 10 FOOT LENGTH	EA	18	\$118.25	\$2,128.50	\$121.00	\$2,178.00	\$49.50
SUBTOTAL					\$278,101.75		\$319,515.50	\$41,413.75	

14.89%

Sum of Tot. Cost		SHA	City	SHA		City	
MOU Definition	Total	Share	Share	Cost	Cost + Overhead	Cost	Cost + Overhead
GFCI	\$12,963.00	0%	100%	\$0.00		\$12,963.00	\$14,829.67
Infrastructure	\$60,015.00	100%	0%	\$60,015.00	\$68,657.16	\$0.00	\$0.00
Lamp	\$150,043.75	50%	50%	\$75,021.88	\$85,825.03	\$75,021.88	\$85,825.03
ITS	\$55,080.00	0%	100%	\$0.00		\$55,080.00	\$63,011.52
SubTotal	\$278,101.75			\$135,036.88		\$143,064.88	
SHA Overhead	14.40%			\$19,445.31		\$20,601.34	
Grand Total	\$ 318,148.40			\$154,482.19		\$163,666.22	

Sum of Bid Tot. Cost		SHA	City	SHA		City	
MOU Definition	Total	Share	Share	Cost	Cost + Overhead	Cost	Cost + Overhead
GFCI	\$16,106.00	0%	100%	\$0.00		\$16,106.00	\$18,425.26
Infrastructure	\$58,040.00	100%	0%	\$58,040.00	\$66,397.76	\$0.00	\$0.00
Lamp	\$155,159.50	50%	50%	\$77,579.75	\$88,751.23	\$77,579.75	\$88,751.23
ITS	\$82,836.00	0%	100%	\$0.00		\$82,836.00	\$94,764.38
SubTotal	\$312,141.50			\$135,619.75		\$176,521.75	
SHA Overhead	14.40%			\$19,529.24		\$25,419.13	
Grand Total	\$ 357,089.88			\$155,148.99		\$201,940.88	

City Cost Difference \$38,274.67 23.39%



# City of Hyattsville

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4310 Gallatin Street, 3rd Flr  
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(301) 985-5000  
[www.hyattsville.org](http://www.hyattsville.org)

## Agenda Item Report

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**File #:** HCC-392-FY22

6/6/2022

7.g.

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Submitted by: At the Request of the City Administrator  
Submitting Department: Information Technology  
Agenda Section: Consent

**Item Title:**  
**IT Managed Services**

**Suggested Action:**

I move the Mayor and Council authorize the City Administrator to execute an IT managed services agreement with Dataprise Inc., 3700 Koppers Street, Suite 520, Baltimore, Maryland 21227 for a term of 24-months and amount not to exceed \$51,587.

**Summary Background:**

Since 2018, the City has contracted for information technology resources, including but not limited to a Virtual CIO (vCIO), remote dedicated managed support, on-site support, 24/7 help desk and licensing. The term agreement has expired and has automatically transitioned to a month-to-month service agreement, per the contract terms.

The City has planned for the solicitation of IT services in coordination with the outfitting of our new public facilities at Department of Public Works and Public Safety Building. The City intends to solicit for managed contracted services in Winter 2022 and selection in Spring 2023. In the interim, the City will execute a 24-month services agreement, which provides the City with a termination clause after the initial 12-month period. Funding for services is included in the FY2023 City Budget.

In addition to the existing services, the vendor will be providing (1) Cyber security assessment, modeling, active monitoring, and incident response, (2) 402 remote managed service (Help Desk Services) to now include the Police Department (sworn and non-sworn), (3) additional dedicated on-site and remote hours to support both Administration and the Police Department operations, (4) unlimited cloud data storage and (5) Azure Active Directory.

**Next Steps:**

No additional action is required.

**Fiscal Impact:**

The monthly reoccurring costs will depend upon the number of active user accounts and licenses; however, the estimated reoccurring cost projection is \$51,587.00 and is included in the FY2023 operating budget request.

**City Administrator Comments:**

Recommend approval.

**Community Engagement:**

N/A

**Strategic Goals:**



Goal 4 - Foster Excellence in all City Operations

**Legal Review Required?**

Pending

# Memo

To: City Council

CC: Tracey Nicholson, City Administrator  
Ron Brooks, City Treasurer

From: Jim Chandler, Assistant City Administrator

Date: May 23, 2022

Re: Dataprise Inc. – Managed Services Agreement

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The purpose of this memorandum is to request City Council authorization to extend the information technology managed services agreement with Dataprise Inc., for a term of 24-months.

## **Summary**

Since 2018, the City has contracted for information technology resources, including but not limited to a Virtual CIO (vCIO), remote dedicated managed support, on-site support, 24/7 help desk and licensing. The term agreement has expired and has automatically transitioned to a month-to-month service agreement, per the contract terms.

The City has planned for the solicitation of IT services in coordination with the outfitting of our new public facilities at Department of Public Works and Public Safety Building. The City intends to solicit for managed contracted services in Winter 2022 and selection in Spring 2023. In the interim, the City will execute a 24-month services agreement, which provides the City with a termination clause after the initial 12-month period. Funding for services is included in the FY2023 City Budget.

In addition to the existing services, the vendor will be providing (1) Cyber security assessment, modeling, active monitoring, and incident response, (2) 402 remote managed service (Help Desk Services) to now include the Police Department (sworn and non-sworn), (3) additional dedicated on-site and remote hours to support both Administration and the Police Department operations, (4) unlimited cloud data storage and (5) Azure Active Directory.

The monthly reoccurring costs will depend upon the number of active user accounts and licenses; however, the estimated reoccurring cost projection is \$51,587.00 and is included in the FY2023 operating budget request.

City staff is recommending the authorization for the City Administrator to execute a 24-month managed services agreement with Dataprise Inc., 3700 Koppers Street, Suite 520, Baltimore, Maryland 21227.



# City of Hyattsville

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4310 Gallatin Street, 3rd Flr  
Hyattsville, MD 20781  
(301) 985-5000  
[www.hyattsville.org](http://www.hyattsville.org)

## Agenda Item Report

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**File #:** HCC-393-FY22

6/6/2022

7.h.

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Submitted by: At the Request of the City Administrator  
Submitting Department: Information Technology  
Agenda Section: Consent

**Item Title:**

**IT - Adobe Licensing Acquisition**

**Suggested Action:**

I move the Mayor and Council authorize the City Administrator to accept the proposal submitted by GHA Technologies, Inc. to provide the City with Adobe Suite licensing for a cost not to exceed \$13,000.

**Summary Background:**

The City's Office of Information Technology maintains seat licensing for all City employees. While the majority of City employees utilize an Adobe Reader license, certain positions require more robust Adobe products, including Acrobat Standard, Acrobat Pro, Adobe Creative Cloud for Teams. The City now requires twenty-three (23) specialized Adobe licenses, surpassing the \$10,000 threshold in which Staff is authorized to proceed with acquisition without City Council approval.

The City intends to purchase licensing from GHA Technologies Inc. for an annual cost of \$11,712.24 and will purchase additional licenses, if necessary, in order to support City operations.

**Next Steps:**

No additional action is required.

**Fiscal Impact:**

Funding for this acquisition is included in the FY2022 City Operating Budget.

**City Administrator Comments:**

Recommend Approval.

**Community Engagement:**

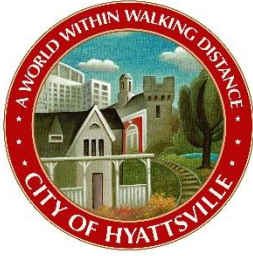
N/A

**Strategic Goals:**

Goal 4 - Foster Excellence in all City Operations

**Legal Review Required?**

Complete



# Memo

To: Mayor and City Council

CC: Tracey Nicholson, City Administrator

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

Date: September 28, 2021

Re: IT Adobe Licensing

---

The purpose of this memorandum is to provide the City Council with Staff recommendations regarding the City's IT operations and procurement of seat licensing.

## Summary

The City's Office of Information Technology maintains seat licensing for all City employees. While the majority of City employees utilize a Adobe Reader license, certain positions require more robust Adobe products, including Acrobat Standard, Acrobat Pro, Adobe Creative Cloud for Teams. The City now requires twenty-three (23) specialized Adobe licenses, surpassing the \$10,000 threshold in which Staff is authorized to proceed with acquisition without City Council approval.

The City intends to purchase licensing from GHA Technologies Inc. for an annual cost of \$11,712.24 and will purchase additional licenses, if necessary, in order to support City operations.



# City of Hyattsville

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

## Agenda Item Report

---

**File #:** HCC-394-FY22

6/6/2022

7.i.

---

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

**Item Title:**

**Reschedule June 20 Special Council Meeting to June 21, 2022**

**Suggested Action:**

I move the Mayor and Council reschedule the planned Special Council Meeting for Monday, June 20 to Tuesday, June 21 at 7 PM. The purpose of this Council Meeting is to accept the Special Election Results.

**Summary Background:**

This meeting was originally scheduled for Monday, June 20, however the 20<sup>th</sup> is the recognized holiday to celebrate Juneteenth.

**Next Steps:**

Announce the new meeting date.

**Fiscal Impact:**

N/A

**City Administrator Comments:**

Recommend Support.

**Community Engagement:**

The meeting will be posted on the City website and communicated via print and social media.

**Strategic Goals:**

Goal 1 - Ensure Transparent and Accessible Governance

**Legal Review Required?**

N/A



# City of Hyattsville

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(301) 985-5000  
[www.hyattsville.org](http://www.hyattsville.org)

## Agenda Item Report

---

**File #:** HCC-383-FY22

6/6/2022

8.a.

---

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

**Item Title:**

**Hyattsville Ordinance 2022-01: Fiscal Year 2023 Budget (Adoption)**

**Suggested Action:**

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

**Summary Background:**

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

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

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

**Next Steps:**

A first reading of the budget was held on May 16, 2022.

**Fiscal Impact:**

See attached FY23 budget document.

**City Administrator Comments:**

See summary background above.

**Community Engagement:**

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

**Strategic Goals:**

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

**Legal Review Required?**

N/A

# HYATTSVILLE ORDINANCE 2022-01

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

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

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

## FY 2023 Budget – Final

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Adopted: June 6, 2022

Effective Date: July 1, 2022

Attest:

\_\_\_\_\_

Laura Reams

City Clerk

\_\_\_\_\_

Robert S. Croslin

Interim Mayor



# City of Hyattsville



## Fiscal Year 2023-2028 Economic Overview & Five-Year Forecast

Presented By:  
Ron Brooks, Treasurer  
Natally Palma, Consultant  
In Accordance with Section C5-5(B) of the City  
Center



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# Economic Overview

## United States GDP

Each year, the Congressional Budget Office (CBO), a nonpartisan group that provides independent analysis of budgetary and economic issues for the United States Congress, publishes its projections for the U.S. budget and economy for the next ten years. Last July, it published an update to its 2021 edition, *The Budget and Economic Outlook: 2021 to 2031*. Much of this report on the City of Hyattsville will reference this CBO report to draw comparisons to national trends and make predictions about the upcoming five years.

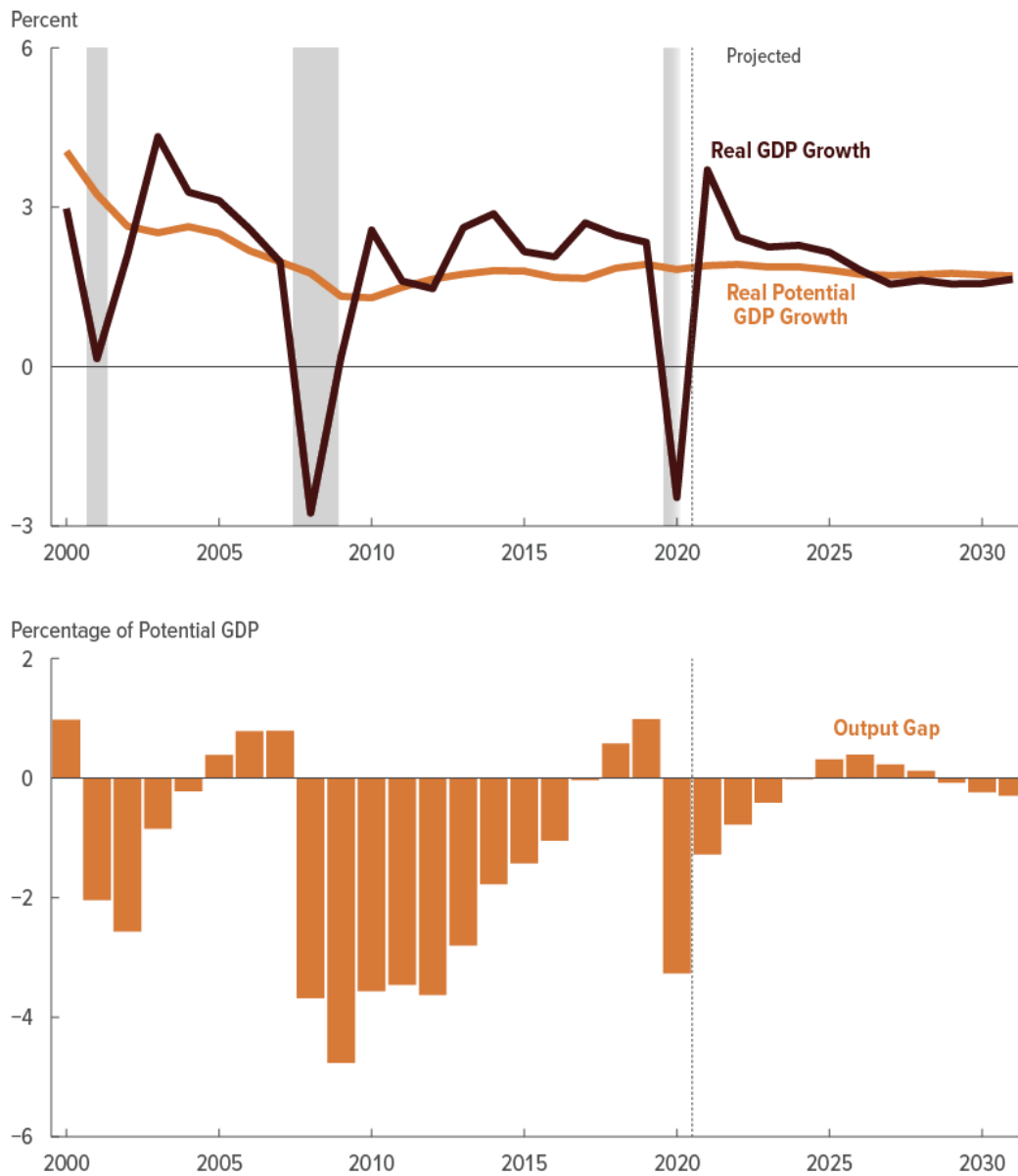
In this report, the CBO observed that real (inflation-adjusted) GDP is projected to grow by 3.7 percent in 2021, returning to its pre-pandemic level by midyear. With growth averaging 2.6 percent over the 2021–2025 period, real GDP surpasses its potential (maximum sustainable) level in early 2025. The real GDP growth averages 1.6 percent from 2026 to 2031. This average output growth rate is less than its historical average, due primarily to the expectation that the labor force will grow more slowly than it has in the past. In CBO's projections, the growth of real actual GDP will follow a descent, decreasing steadily by 0.1 percent then dropping notably by 0.6 percent beginning the year 2026 and continuing out to 2027.

Though the restrictions that were placed to contain the spread of COVID 19 throughout the population limited consumers' abilities to physically go out, the largest contribution to economic growth was still provided by consumer spending followed by business investment. In both consumer spending and business investment, the projections show a negative trend. Factors contributing to this relationship were due to the restrictions placed during the whole year of 2020 in order to lower exposure to COVID 19. Workplaces and schools were transferred to remote settings if possible while many stores, restaurants and other services shut down for a period of time due to each state's emergency action plans. Consumers were able to regain some ability to spend on goods and services in 2021 largely due to waning restrictions and the distribution of 3 rounds of stimulus checks and child tax credits.

As shown in Figure 1, the CBO projects that the growth for real GDP will exceed that of the real potential GDP till 2026 and then will fall below afterwards. The output gap between real GDP and real potential GDP will remain positive for a couple of years starting from 2025 and then will trend negatively as seen in previous historic averages. The subsequent sections of the overview will examine these factors as they relate to the City of Hyattsville and surrounding areas along with the country altogether.

Figure 1.

### The Relationship Between GDP and Potential GDP



## Labor Market

The labor market in the United States is growing due to increasing demand for labor due to the vacancy left by those who were unable to work due to contracting the COVID 19 virus, those who shifted into different job sectors due to dissatisfaction, and among other reasons. The percent for labor force participation rate is projected to hover between 61 to 62 % throughout the 2022 to 2031 period while unemployment rates are projected to increase from the current 3.6% to 4.5%. CBO projects from 2022 to 2025 that as the economy expands, the civilian labor force will increase as many people return to the workforce who left due to the pandemic . The unemployment rate is set to gradually decline throughout the period, and the number of people employed returns to its pre-pandemic level in 2024. Considering these factors, CBO unemployment projections will continue to shrink in the coming years. As the level of unemployment has moved closer to the natural level, wages have increased slightly and are expected to continue to rise in the coming years.

Figure 2.

### Unemployment Rate in PG County, MD

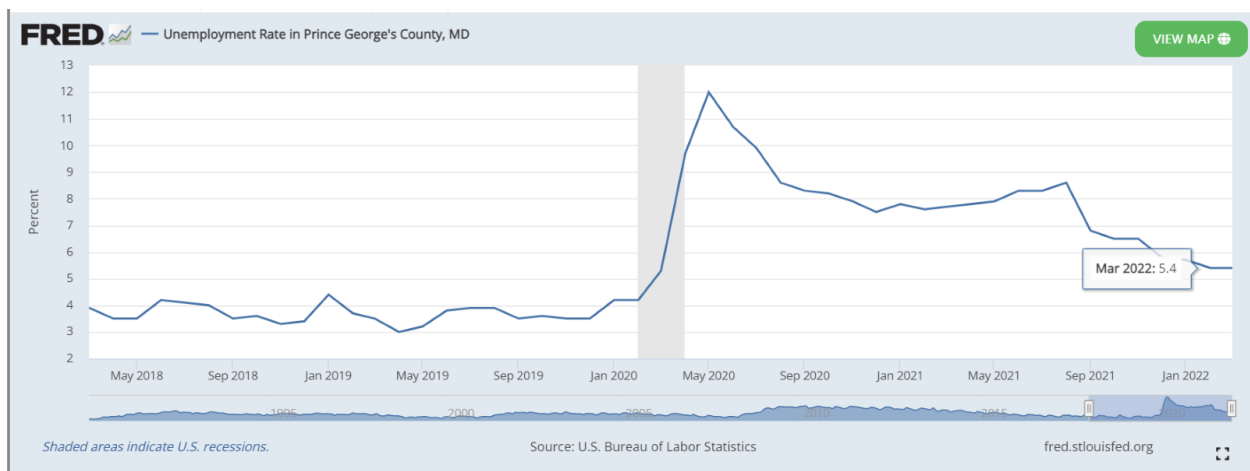
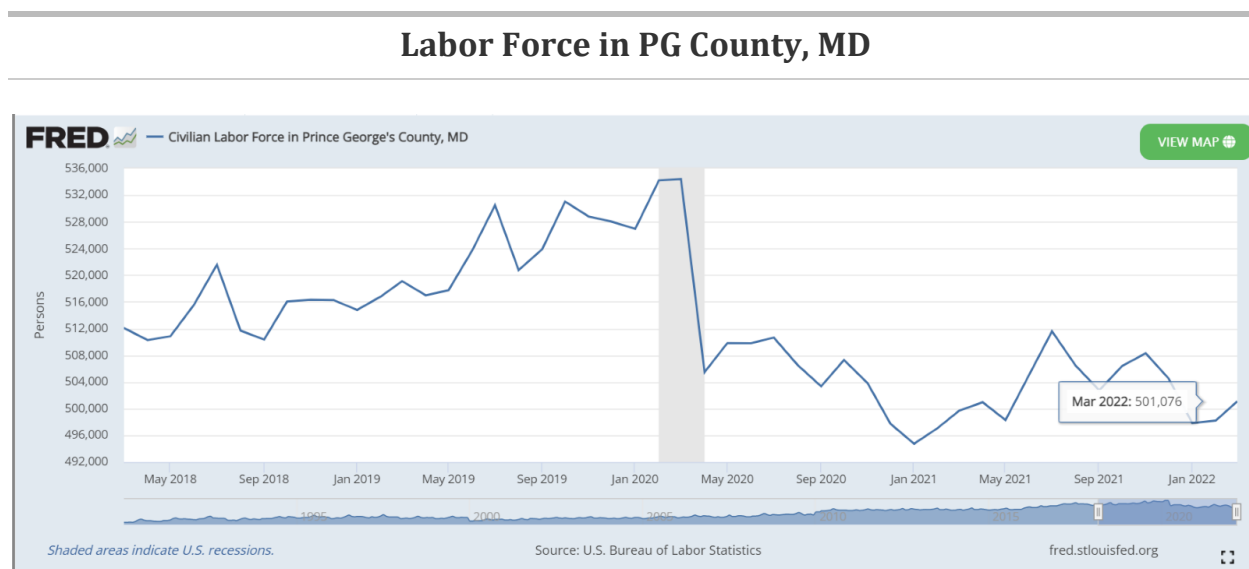


Figure 3.



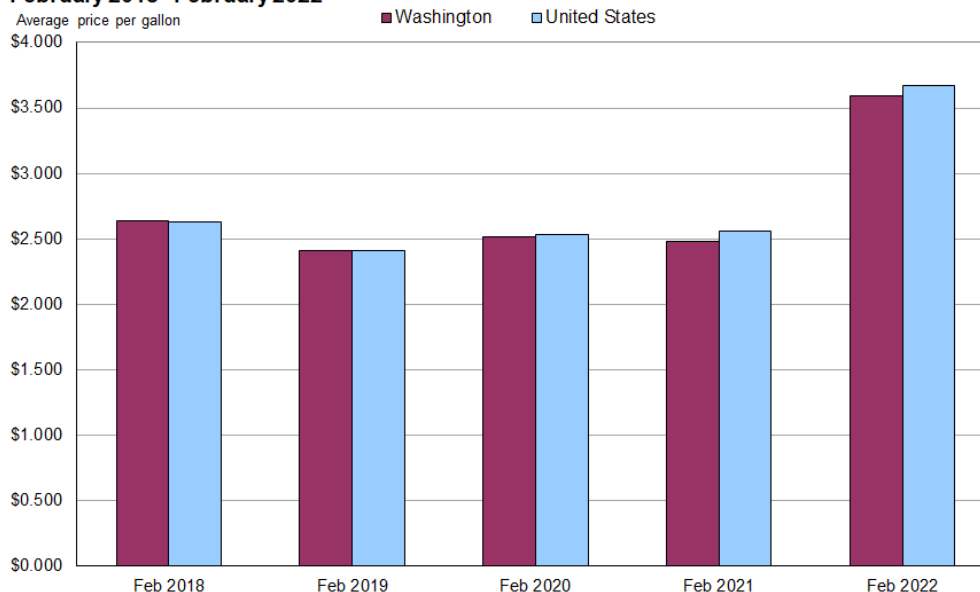
Prince George's County and Hyattsville have experienced similar effects. Between Feb and April 2020, the unemployment rate in PG County rose from 4.2 percent to 12 percent with its labor force dropping from 534,211 to 505,454. Currently, the unemployment rate in PG County stands at 5.4 percent with its labor force dropping to 501,076. CBO estimates that the employment cost index for workers in private industry will grow by roughly 3 percent per year. With the increasing labor demand and companies investing more into worker wages, we expect unemployment to continue to fall and more people to join or rejoin the labor force in the coming years.

## Energy Expenditure

Across the board, average energy prices have risen across the United States, namely gas prices, due to the disruptions felt in the global supply chain due to international conflicts abroad and from pandemic factors. Average gas prices increased by over \$1 with utility gas increasing by 30 cents and electricity by under 0.025 cents. Compared to the country as a whole, energy prices in the Washington-Baltimore region have followed the same increase in cost. Based on projected higher prices for crude oil the CBO expects energy prices to have marginal increases right up to the next reporting cycle. Conversely, due to prior year increases in energy and gas prices CBO now predicts that consumers will reduce their investments in long-term savings and other investments while holding the line in spending on other goods and services. The trend in this area will be adjusted according to future decreases or increases in energy prices.



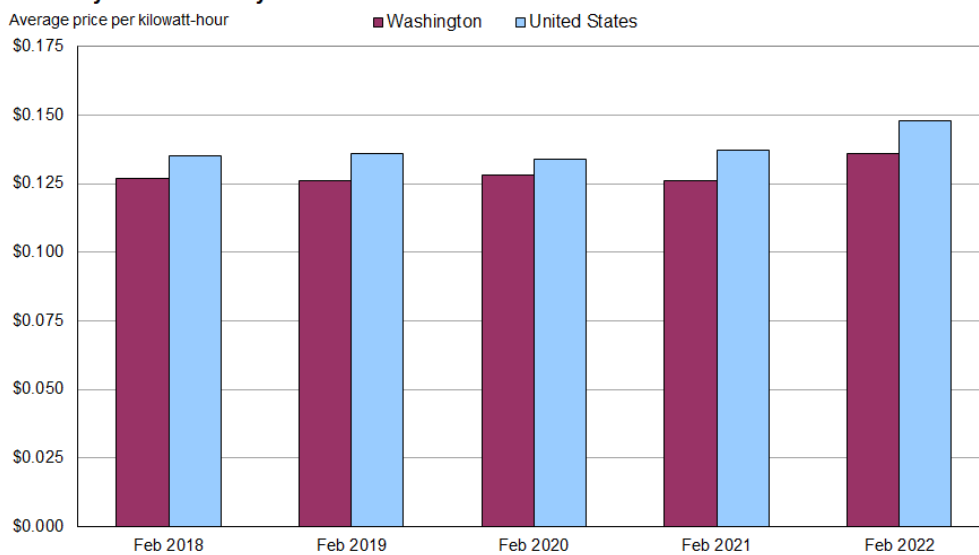
**Chart 1. Average prices for gasoline, Washington-Arlington-Alexandria and United States, February 2018 - February 2022**



Source: U.S. Bureau of Labor Statistics.

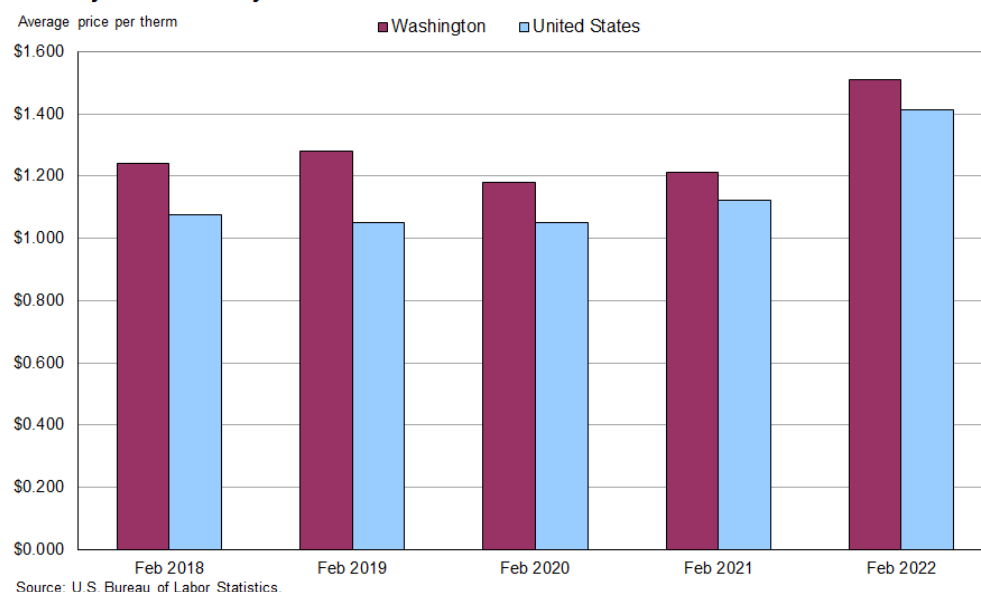
Source: Bureau of Labor Statistics<sup>9</sup>

**Chart 2. Average prices for electricity, Washington-Arlington-Alexandria and United States, February 2018 - February 2022**



Source: U.S. Bureau of Labor Statistics.

**Chart 3. Average prices for utility (piped) gas, Washington-Arlington-Alexandria and United States, February 2018 - February 2022**



†Washington-Baltimore region as defined by the Bureau of Labor Statistics (the source of the data). Includes surrounding counties around Baltimore and Washington D.C. including Prince George's County

## Creditworthiness

Creditworthiness is a measure to see if an individual is worthy of receiving new credit. As improvement continues in the labor and the real estate markets, our last CBO report on the creditworthiness of consumers in the United States and banks still supports the willingness of banks to provide loans for particular sectors of the economy. As the state's economy improves, commercial banks gain confidence in consumers at a higher rate.

# Residential Investment

Over the past year, US home prices have increased a staggering 19.2% which, when compared to average annual U.S. home price growth of 4.6% posted since 1987, shows a fair assumption that the housing market will be very competitive in the coming year. Residential investment is expected to be a much higher contributor to GDP growth in the coming years relative to historical averages. This is a result of a rise in home construction and growth in demand for housing. The increased demands in the housing market and the shortage of available homes for sale have led to higher prices. According to the Federal Housing Finance Agency’s price index for home purchases, home prices rose by 2.1 percent in Feb 2022. House prices rose 19.4 percent from February 2021 to February 2022.

Similar trends are present in Prince George’s County over the last few years. When comparing the median prices overall in the state of Maryland during 2018 to late 2019 to those of Prince George’s county, the prices fall under the same range of \$275,000 to \$325,000. During the COVID 19 pandemic, these two areas followed the similar increased price range of \$300,000 to \$375,000 which shows that Prince George’s county follows the trends that appear through the state of Maryland as a whole.

Figure 4.

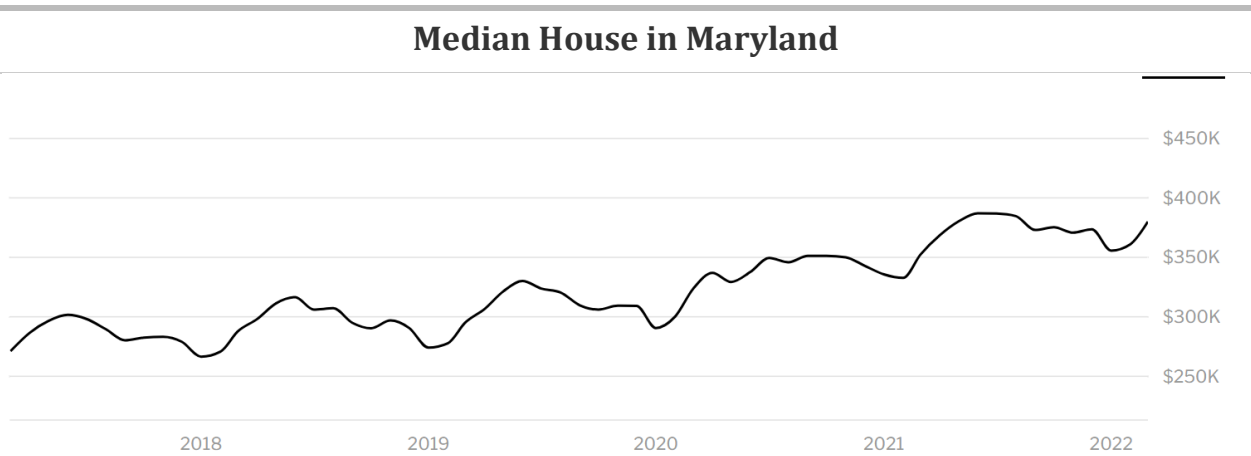
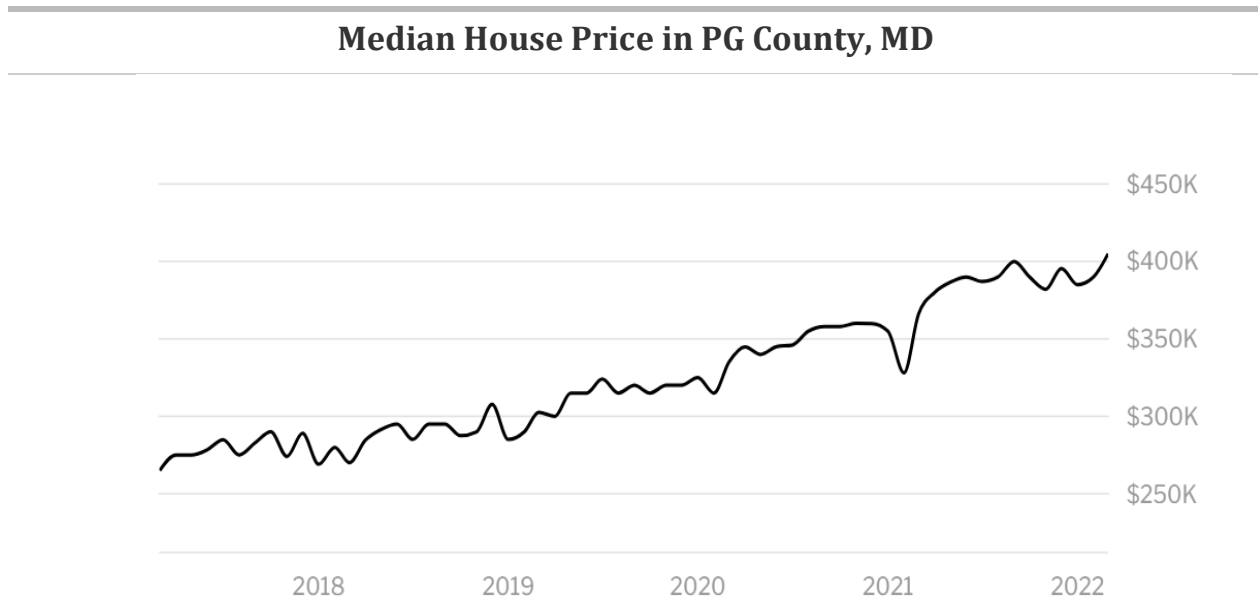


Figure 5.



## Development & Commercial Investment

The City of Hyattsville is currently invested in 3 major development projects. The Prince George's Plaza Transit District is zoned to promote higher density, pedestrian and transit-oriented mixed-use development. It includes University Town Center, Belcrest Center, The Mall at Prince George's and The Shops at Metro. The West Hyattsville Metro corridor consists of the Queens Chapel Shopping Center, and is expected to experience considerable high-density, transit-oriented development in the near future. The Gateway Arts & Entertainment District starts north at the Riverdale Park border and continues south through the EYA development, Franklin's Restaurant, Melrose Park, and includes the Melrose Park Industrial Area. This area is a designated Arts and Entertainment District by the State of Maryland.

The City is not only invested in major commercial development but also is fostering opportunities for smaller, local businesses. In addition to traditional private sector investment the City of Hyattsville administers a Commercial Façade Improvement Program<sup>14</sup>. The program is a revitalization tool intended to foster reinvestment for small-scale local retail by providing 'matching-grants' to improve exterior lighting, signage and other related improvements.

# **FY 2023 – 2028 Projected Budget Assumptions [Based on avg assumptions pre and post COVID]**

## **Assumptions Beginning in 2023**

### **Revenues (1)-Category**

Real Property Taxes  
 Personal Property Taxes  
 Operating Property  
 Income Tax  
 Admissions/ Amusement Taxes  
 Licenses/Permits  
 Other Governments  
 Service Charges  
 Fines and Forfeitures  
 Miscellaneous

### **Average Assumptions**

5.2% growth each year [Net Reduction factor]  
 2.3% growth each year [Pre/Post COVID]  
 1.5% growth each year [Pre/Post COVID]  
 2.7% growth each year [Pre/Post COVID]  
 2.2% growth each year [Pre/Post COVID]  
 off year/on year 2.5%, 5%, 2.5%, 5%,2.5%  
 1.9% growth each year [Pre/Post COVID]  
 5% growth each year [Pre/Post COVID]  
 5% growth each year [Pre/Post COVID]  
 1.5% growth each year [Pre/Post COVID]

## **Assumptions Beginning in 2023**

### **Expenditures (2)-Category**

Salaries and Wages  
 Pension  
 Deferred Comp  
 Health Insurance  
 Prescription Insurance  
 Dental Insurance  
 Workers Compensation  
 Social Security & Medicare  
 Life Insurance  
 Unemployment/Eye Care  
 Contracted Services  
 Insurance (Liability & Property)  
 Communications  
 Utilities  
 Supplies & Materials  
 Travel & Training  
 Other  
 Capital Outlay  
 Other Financing Uses  
 Debt Service Transfers  
 Debt Service (Proposed)  
 Capital Improvement Transfers

### **Average Assumptions**

3% growth each year [Pre/Post COVID]  
 5% growth each year [Pre/Post COVID]  
 1.5% growth each year [Pre/Post COVID]  
 3.5% growth each year [Pre/Post COVID]  
 2.5% growth each year [Pre/Post COVID]  
 2% growth each year [Pre/Post COVID]  
 5% growth each year [Pre/Post COVID]  
 3.5% growth each year [Pre/Post COVID]  
 2% growth each year [Pre/Post COVID]  
 1.5% growth each year [Pre/Post COVID]  
 5% growth each year [Pre/Post COVID]  
 5% growth each year [Pre/Post COVID]  
 2.9% growth each year [Pre/Post COVID]  
 4.5% growth each year [Pre/Post COVID]  
 3.5% growth each year [Pre/Post COVID]  
 2% growth each year [Pre/Post COVID]  
 3% growth each year [Pre/Post COVID]  
 13.5% growth each year [Pre/Post COVID]  
 5.5% growth each year [Pre/Post COVID]  
 3.5% growth each year [Pre/Post COVID]  
 Annual debt service is actual per schedules  
 2.5% growth each year

#### **Footnote:**

1. Revenues: Pre COVID percentage based on prior historical assumptions. COVID observed decreased growth percentages are unusable due to the instability factor. Current avg FY 23 assumptions post COVID reflect pre COVID levels as to project that percentages will return up to pre COVID levels.
2. Expenditures: Pre COVID percentage based on prior historical assumptions. COVID observed decreases in some operational expenditures. Current avg FY 23 post COVID assumptions reflect pre COVID levels and adjusts for requirements created from COVID mandated activities.

Five Year Forecast Summary							
Fiscal Years 2023 – 2028							
	FY-2022 Projected	FY-2023 Proposed	FY-2024 Estimated	FY-2025 Estimated	FY-2026 Estimated	FY-2027 Estimated	FY-2028 Estimated
<b>Revenue:</b>							
<b>Local Taxes:</b>							
Real Property Taxes	\$15,262,888	\$15,812,888	\$16,362,888	\$16,912,888	\$17,462,888	\$18,012,888	\$18,562,888
Personal Property Taxes	\$1,029,366	\$895,000	\$910,000	\$925,000	\$940,000	\$957,000	\$974,000
Operating Property	\$787,037	\$802,037	\$817,037	\$832,037	\$847,037	\$862,037	\$877,037
Income Tax	\$2,392,107	\$2,602,607	\$2,813,107	\$3,023,607	\$3,234,107	\$3,444,607	\$3,655,107
Admissions and Amusement Taxes	\$135,579	\$175,000	\$200,000	\$210,000	\$215,000	\$220,000	\$225,000
<b>Subtotal - Local Taxes</b>	<b>\$19,606,977</b>	<b>\$20,287,532</b>	<b>\$21,103,032</b>	<b>\$21,903,532</b>	<b>\$22,699,032</b>	<b>\$23,496,532</b>	<b>\$24,294,032</b>
<b>Other Revenue:</b>							
Licenses and Permits	\$657,864	\$646,700	\$662,700	\$678,700	\$694,700	\$710,700	\$726,700
Other Governments	\$813,495	\$813,495	\$833,495	\$853,495	\$874,995	\$904,495	\$933,995
Service Charges	\$50,714	\$49,025	\$50,525	\$52,025	\$53,525	\$55,025	\$56,525
Fines and Forfeitures	\$277,712	\$270,000	\$280,500	\$291,000	\$301,500	\$312,000	\$322,500
Miscellaneous	\$145,381	\$176,350	\$178,850	\$181,350	\$183,850	\$186,350	\$188,850
<b>Subtotal - Other Rev.</b>	<b>\$1,945,166</b>	<b>\$1,955,570</b>	<b>\$2,006,070</b>	<b>\$2,056,570</b>	<b>\$2,108,570</b>	<b>\$2,168,570</b>	<b>\$2,228,570</b>
<b>Total Revenue</b>	<b>\$21,552,143</b>	<b>\$22,243,102</b>	<b>\$23,109,102</b>	<b>\$23,960,102</b>	<b>\$24,807,602</b>	<b>\$25,665,102</b>	<b>\$26,522,602</b>
<b>Expenditures:</b>							
Salaries and Wages	\$11,205,185	\$11,513,328	\$11,829,944	\$12,155,268	\$12,489,537	\$12,489,537	\$12,489,537
<b>Benefits</b>							
Pension	\$1,772,710	\$1,861,346	\$1,954,413	\$2,052,133	\$2,154,740	\$2,154,740	\$1,535,110
Deferred Comp	\$467,038	\$474,044	\$481,154	\$488,372	\$495,697	\$495,697	\$481,823
Health Insurance	\$1,287,707	\$1,332,777	\$1,379,424	\$1,427,704	\$1,477,673	\$1,477,673	\$1,423,058
Prescription Insurance	\$350,207	\$358,962	\$367,936	\$377,135	\$386,563	\$386,563	\$347,361
Dental Insurance	\$48,807	\$49,783	\$50,779	\$51,794	\$52,830	\$52,830	\$67,231
Workers Compensation	\$553,349	\$581,016	\$610,067	\$640,571	\$672,599	\$672,599	\$1,098,108
Social Security & Medicare	\$823,773	\$852,605	\$882,446	\$913,332	\$945,298	\$945,298	\$795,568
Life Insurance	\$3,885	\$3,963	\$4,042	\$4,123	\$4,205	\$4,205	\$4,482
Unemployment/Eye Care	\$16,949	\$17,203	\$17,461	\$17,723	\$17,989	\$17,989	\$10,085
<b>Benefits Subtotal</b>	<b>\$5,324,425</b>	<b>\$5,531,699</b>	<b>\$5,747,723</b>	<b>\$5,972,886</b>	<b>\$6,207,596</b>	<b>\$6,207,596</b>	<b>\$5,762,827</b>
Contracted Services	\$3,054,758	\$3,207,496	\$3,367,871	\$3,536,264	\$3,713,077	\$3,713,077	\$3,713,077
Insurance (Liability & Property)	\$233,053	\$244,706	\$256,941	\$269,788	\$283,277	\$283,277	\$283,277
Communications	\$191,559	\$197,114	\$202,831	\$208,713	\$214,765	\$214,765	\$214,765
Utilities & Fuel	\$362,775	\$379,100	\$396,159	\$413,987	\$432,616	\$432,616	\$432,616
Supplies & Materials	\$655,298	\$678,233	\$701,972	\$726,541	\$751,970	\$751,970	\$751,970
Travel & Training	\$87,082	\$88,824	\$90,600	\$92,412	\$94,260	\$94,260	\$94,260
Other	\$40,772	\$41,995	\$43,255	\$44,553	\$45,889	\$45,889	\$45,889
Capital Outlay	\$65,609	\$74,466	\$84,519	\$95,929	\$108,880	\$108,880	\$108,880
<b>Other Financing Uses</b>							
Debt Service Transfers	\$2,031,796	\$1,966,082	\$2,766,082	\$2,966,082	\$3,166,082	\$3,366,082	\$3,566,082
Debt Service (Proposed)							
Capital Improvement Transfers	0	0	0	0	0	0	0
<b>Total Expenditures</b>	<b>\$23,252,312</b>	<b>\$23,923,042</b>	<b>\$25,487,896</b>	<b>\$26,482,422</b>	<b>\$27,507,950</b>	<b>\$27,707,950</b>	<b>\$27,463,181</b>
<b>Revenues Over/(Under) Expend.</b>	<b>(\$1,700,169)</b>	<b>(\$1,679,940)</b>	<b>(\$2,378,794)</b>	<b>(\$2,522,320)</b>	<b>(\$2,700,348)</b>	<b>(\$2,042,848)</b>	<b>\$ (940,578.91)</b>
<b>Beginning Balance</b>	\$16,631,677	\$14,931,508	\$13,251,568	\$10,872,774	\$8,350,454	\$5,650,106	\$3,607,258
<b>Ending Balance</b>	\$14,931,508	\$13,251,568	\$10,872,774	\$8,350,454	\$5,650,106	\$3,607,258	\$ 2,666,679

### Summary of Forecasted Changes in Fund Balances

<b>Fund Balance Changes</b>	<b>FY-2019 Actual</b>	<b>FY-2020 Actual</b>	<b>FY-2021 Actual</b>	<b>FY-2022 Projected</b>	<b>FY-2023 Proposed</b>
<b>Total Revenues</b>	\$18,592,712	\$19,700,136	\$20,564,698	\$21,552,143	\$22,243,102
<b>Total Expenditures</b>	\$19,563,505	\$19,654,428	\$20,562,283	\$23,252,312	\$23,923,042
<b>Variances</b>	(\$970,793)	\$45,708	\$2,415	(\$1,700,169)	(\$1,679,940)
<b>Beginning Balance</b>	\$17,302,881	\$16,332,088	\$16,377,796	\$16,631,677	\$14,931,508
<b>Ending Balance</b>	\$16,332,088	\$16,377,796	\$16,380,211	\$14,931,508	\$13,251,568
	<b>FY-2024 Estimated</b>	<b>FY-2025 Estimated</b>	<b>FY-2026 Estimated</b>	<b>FY-2027 Estimated</b>	<b>FY-2028 Estimated</b>
<b>Total Revenues</b>	\$23,109,102	\$23,960,102	\$24,807,602	\$25,665,102	\$23,372,913
<b>Total Expenditures</b>	\$25,487,896	\$26,482,422	\$27,507,950	\$27,707,950	\$23,089,645
<b>Variances</b>	(\$2,378,794)	(\$2,522,320)	(\$2,700,348)	(\$2,042,848)	(\$940,578)
<b>Beginning Balance</b>	\$13,251,568	\$10,872,774	\$8,350,454	\$5,650,106	\$3,607,258
<b>Ending Balance</b>	\$10,872,774	\$8,350,454	\$5,650,106	\$3,607,258	\$2,666,679

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<b>Public Works Administration</b>								
Public Works Director	0	1	0	1	0	1	0	1
Deputy Director	0	1	0	1	0	1	0	1
Superintendent	0	1	0	1	0	1	0	1
Administrative Assistant	0	1	0	1	0	1	0	1
Assit. Project Manager	0	1	0	1	0	1	0	1
<b>Street Operations</b>								
Contracts Manager	0	1	0	1	0	1	0	1
Driver	0	2	0	2	0	2	0	2
Laborer	0	2	0	2	0	2	0	2
Crew Leader	0	1	0	1	0	1	0	1
<b>Solid Waste Operations</b>								
Supervisor	0	1	0	1	0	1	0	1
Crew Leader	0	1	0	1	0	1	0	1
Driver	0	3	0	4	0	4	0	4
Laborer	0	7	0	6	0	6	0	6
Clean & Safe Team	0	4	0	4	0	4	0	4
<b>Vehicle Maintenance Operations</b>								
Operations Superintendent	0	1	0	1	0	1	0	1
Supervisor	0	1	0	1	0	1	0	1
Mechanic I	0	1	0	1	0	1	0	1
Mechanic II	0	1	0	1	0	1	0	2
<b>Building and Grounds Maintenance Operations</b>								
Building & Grounds Supervisor	0	1	0	1	0	1	0	1
Building Specialist	0	1	0	1	0	1	0	1
Laborer	0	1	0	1	0	1	0	1
<b>Park Operations</b>								
Supervisor of Environmental Prg.	0	1	0	1	0	1	0	1
Parks Supervisor	0	1	0	1	0	1	0	1
Crew Leader	0	1	0	1	0	1	0	1
City Arborist	0	0	0	0	0	0	0	0
Laborer	0	1	0	2	0	2	0	2

**Police Command**

Police Chief	0	0	1
Captain	0	0	1
Lieutenant	0	0	3
Professional Standard Divison	0	0	1
CALEA Manager Civilian		0	0
Administrative Assistant III	0	0	1

**Criminal Investigations**

Sergeant	0	0	1
Corporal	0	0	1
Private 1st Class/Private	0	0	3
Crime Scene Investigator(Civilian)	0	0	1

**Patrol**

Sergeant	0	0	6
Corporal	0	0	7
Private 1st Class/Private	0	0	19

**Records and Comm.**

Supervisor	0	0	1
Public Safety Aide III	0	0	2
Public Safety Aide II	0	0	4
Public Safety Aide I	0	0	3
Records Clerk	0	0	1
Technician Services Manager-Sgt.	0	0	1
Video Coordinator	0	0	0

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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

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**File #:** HCC-395-FY22

6/6/2022

8.b.

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

**Item Title:**

**Resolution 2022-04: Recognizing Juneteenth as an Annual Day of Remembrance and City Holiday**

**Suggested Action:**

I move the Mayor and Council adopt Hyattsville Resolution 2022-04, a resolution recognizing Juneteenth National Independence Day as an annual day of remembrance and as a paid city holiday for city employees.

**Summary Background:**

In 2021 President Biden signed into law, "Juneteenth National Independence Day Act," which designates June 19 as a National Day of Observance and legal public holiday, in commemoration of the ending of slavery in the United States. Hyattsville Resolution 2022-04 formalizes the recognition of Juneteenth in Hyattsville and establishes it as a paid holiday for City employees.

**Next Steps:**

Adopt resolution.

**Fiscal Impact:**

\$10,000 to \$15,000

**City Administrator Comments:**

Enthusiastically recommend support. There will be cost for staff overtime for holiday pay for those required to work on a municipal holiday.

**Community Engagement:**

Click or tap here to enter text.

**Strategic Goals:**

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

**Legal Review Required?**

Complete

1  
2  
3 **CITY OF HYATTVILLE, MARYLAND**  
4 **RESOLUTION NO. 2022-04**  
5

6 **RECOGNIZING JUNETEETH AS AN ANNUAL DAY OF REMEMBRANCE**  
7 **AND A PAID CITY HOLIDAY**  
8  
9

10 **WHEREAS,** Black people have experienced oppression and suppression since they were stolen  
11 from their homes and brought to the United States of America over 400 years ago;  
12 and  
13

14 **WHEREAS,** the first enslaved Africans were brought as captives to what is now the  
15 Commonwealth of Virginia in 1619; and  
16

17 **WHEREAS,** Black people were bought and sold as slave labor for 250 years and suffered  
18 unspeakable acts of violence; and  
19

20 **WHEREAS,** Black people have endured violent slavery, Jim Crow era laws and lynching, the  
21 Civil Rights era, modern day lynching, institutional and systemic racism, and anti-  
22 Blackness within their communities and workplaces; and  
23

24 **WHEREAS,** for a Black person in this country, navigating the life does not come with the same  
25 privileges experienced by white people. In the workplace, Black staff may  
26 experience racism, yet these occurrences can be difficult to substantiate, and Black  
27 employees are often forced to endure the racism silently; and  
28

29 **WHEREAS,** the Black community has experienced displacement due to gentrification, redlining,  
30 gaslighting, career suppression, police brutality, racial profiling, discrimination,  
31 and the psychological trauma of these experiences; and  
32

33 **WHEREAS,** to demonstrate the Black community is an integral part of our nation and the City  
34 of Hyattsville, it is the responsibility of City government to engage in genuine  
35 gestures of appreciation of the Black community; and  
36

37 **WHEREAS,** it is the charge of elected officials to ensure the physical and emotional safety and  
38 the equitable treatment of Black people in the City of Hyattsville as a workforce  
39 and community; and  
40

41 **WHEREAS,** Black people are faced with the moral and economic conflict of supporting  
42 government institutions that have perpetuated systemic racism, at a time the nation  
43 is still grieving and outraged over the repeated murders of Black people; and



1  
2 **WHEREAS,** June 19th marks a significant opportunity to renew our collective commitment  
3 towards healing and dismantling anti-Black racism within the workplace and  
4 community. June 19th is Juneteenth, the oldest nationally celebrated  
5 commemoration of the ending of slavery in the United States of America; and  
6

7 **WHEREAS,** President Abraham Lincoln first issued the Emancipation Proclamation effective  
8 January 1, 1863, freeing the enslaved people in the South and such order was  
9 ignored by southern slave owners; and  
10

11 **WHEREAS,** on June 19, 1865, Union soldiers arrived in Galveston, Texas to enforce the  
12 president's order, freeing the enslaved two and a half years after it was first decreed.  
13 This day has since come to be known as Juneteenth; and  
14

15 **WHEREAS,** The City Council of Hyattsville, Maryland recognizes the history of racism in our  
16 country and how it has led to many current-day disparities in education, job  
17 attainment, housing, and healthcare, as well as disproportionate incarceration rates  
18 for Black people; and  
19

20 **WHEREAS,** 75 percent of Hyattsville residents are non-white, and national disparities by race  
21 in education, job attainment, income, housing, and healthcare are also reflected in  
22 Hyattsville census data; and  
23

24 **WHEREAS,** on June 18, 2021, President Joseph R. Biden proclaimed June 19th as Juneteenth  
25 Day of Observance, to celebrate the emancipation of Black Americans and commit  
26 to eradicating systematic racism that still undermines our ideals and collective  
27 prosperity; and  
28

29 **WHEREAS,** as an initial step the City of Hyattsville formally recognizes and apologizes for the  
30 atrocities Black people have suffered in this nation and is committed to restoring  
31 trust, deconstructing institutional and systemic racism, and working towards a more  
32 just future for the Black community in Hyattsville and the nation; and  
33

34 **WHEREAS,** City staff are encouraged to spend time self-educating on anti-Black racism and the  
35 negative impacts of white supremacy; and  
36

37 **WHEREAS,** City staff and residents are encouraged to support Black-owned businesses and  
38 community organizations on Juneteenth. The intention of the day will be to grieve,  
39 listen, learn, engage, and heal; and  
40

41 **WHEREAS,** essential employees who work on Juneteenth will receive a deferred holiday; and  
42

1 **WHEREAS,** the City Council encourages the community to participate in anti-Black racism  
2 trainings, in collaboration with Black community members, leaders, and voices on  
3 workplace culture, public safety, mental health, housing, income inequality,  
4 economic development and prosperity.  
5

6 **NOW, THEREFORE, BE IT RESOLVED,** by the City Council of the City of Hyattsville in  
7 regular session declares Juneteenth a holiday for City employees; and  
8

9 **BE IT FURTHER RESOLVED,** by the City Council of the City of Hyattsville in regular session  
10 assembled directs the City Administrator to take such steps as necessary to implement Juneteenth  
11 as a holiday.  
12

13 **ADOPTED** by the Mayor and City Council of the City of Hyattsville, Maryland at a regular  
14 meeting on June 6, 2022.

APPROVED:

City of Hyattsville, Maryland:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Robert S. Croslin  
Interim Mayor

ATTEST/WITNESS:

City of Hyattsville, Maryland:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Laura Reams  
City Clerk



# City of Hyattsville

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## Agenda Item Report

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**File #:** HCC-390-FY22

6/6/2022

8.c.

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

**Item Title:**

**Traffic Calming Decision: 4900 block of 41<sup>st</sup> Place**

**Suggested Action:**

I move the Mayor and Council approve traffic calming measures on the 4900 block of 41<sup>st</sup> Place and authorize the City Administrator and DPW staff to conduct evaluation for the installation of appropriate traffic calming and mitigation for the area.

**Summary Background:**

In March, the City received a petition for traffic calming devices for the 4900 block of 41<sup>st</sup> Place. The petition was validated by the City Clerk's office to meet the required 60% signature threshold. Council held a public hearing on May 16 to provide residents an opportunity to share comments in the support or opposition of traffic calming measures.

The City's on-call traffic engineering firm conducted a traffic study to determine existing traffic conditions within the traffic calming petition area. The study was in response to concerns about speeding along this corridor, the absence of sidewalks, and stop signs being ignored by drivers. Upon review of the existing data and public testimony, staff supports the installation of traffic calming measures on the 4900 block of 41<sup>st</sup> Place.

**Next Steps:**

Staff will complete the evaluation and provide Council with a coordinated recommendation from Police and the Department of Public Works. Evaluation, design, and construction of any recommended traffic calming may take six (6) months to several years, depending on the scope and cost of street improvements and traffic mitigation.

Per City Code, the Mayor and Council will announce their decision to approve, approve with modifications, or deny the requested traffic calming devices within 15 days of the close of the hearing unless, due to extraordinary circumstances, the time limit is extended by a majority vote of the City Council. In accordance with this provision, the Council is scheduled to take action on these petitions on June 6, 2022.

**Fiscal Impact:**

TBD

**City Administrator Comments:**

The staff and consultants will continue their review of the area and make a formal recommendation on traffic calming measures/devices to mitigate traffic.

**Community Engagement:**

Community meetings will be scheduled once a concept design for traffic mitigation has been reviewed and approved by staff.

**Strategic Goals:**

Goal 3 - Promote a Safe and Vibrant Community

**Legal Review Required?**

Pending

May 11, 2022

PENNONI PRO #19-04587

**The City of Hyattsville**

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

**RE: Traffic Engineering at various locations**

Dear Ms. Riddle:

Thank you for the opportunity allowing Pennoni to investigate traffic and safety concerns along three (3) corridors in the City of Hyattsville. It is our understanding that the concerns are as follows:

1. 4900 block of 41<sup>st</sup> Place - There is a concern about speeding along this corridor and the absence of sidewalks also makes this dangerous for pedestrians. There is also a concern of cut through traffic as well as stop signs being ignored.
2. 3400-3500 blocks of Lancer Drive - There is a concern about speeding and an increase in cut through traffic along this corridor. The community has asked for traffic calming measures.
3. 3500 block of Longfellow Street- There is a concern about speeding as well as wrong way traffic along the corridor. There is also a concern about traffic operations at the intersection with Queens Chapel Road (which is currently under study as part of a separate task).

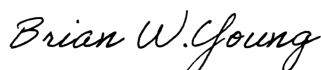
Pennoni began its investigation of the corridors with data collection. The data collection involved traffic volume as well as speed data for the three corridors. The data collection plan was to collect 7 days of data at all three locations. Using tube counters our data for the Longfellow corridor is complete for the 7 days. The other two locations have required a redo to ensure the integrity of the data. On roadways with on-street parking the longer counts are performed it increases the chances of vehicles parking on the counters or the counters being shifted and affecting the data. Our data collection sub consultant will complete the redo of the other 2 locations this Friday. However, even with only partial data for a 7-day count at these locations we have a robust data set. As reference, a typical traffic count often performed by state and county governments are typically no longer than 3 days.

The data shows that for the 3 corridors the highest 85<sup>th</sup> percentile speed is 26 mph with the average speed being 19 mph. The data collected only recorded 5 vehicles traveling between 30-40 mph during the study period on all corridors combined and these were the highest recorded travel speeds. We will review the upcoming data to confirm these figures. Based on this data there does not appear to be a significant number of vehicles traveling well above the speed limits. However even with low speeds, in a residential community there are often concerns that can be addressed with a series of interim and/or long-range solutions.

Pennoni will review the upcoming data and can provide recommendations no later than June 1. Thank you for opportunity to serve you and if you have any questions, please feel free to contact me at (443) 449-2517 or [byoung@pennoni.com](mailto:byoung@pennoni.com)

Respectfully submitted,

**PENNONI ASSOCIATES INC.**



Brian W. Young  
Office Director

# PETITION TO THE CITY OF HYATTSVILLE

## Action petitioned for:

(Please print) **THE ACTION PETITIONED FOR MUST BE PRINTED ON EACH SIGNATURE PAGE**

Traffic and speed mitigation measures for 41st Place, Hyattsville between Decatur and Emerson Streets

#	Date	Name (Please Print)	Signature	Address	Phone #
1	02/10/2022	Luis A. Aponte	Luis Aponte	4008 Emerson St.	
2	02/12/2022	Raja Nadarajah	Raja Nadarajah	4916 41st Place Hyattsville MD 20781	
		HIM			
3	2/16/22	Jean Boyler	Jean Boyler	4100 Emerson	
4	2/6/22	Dale James	Dale James	4914 41st Pl	
5	2/16/22	Laura Caracote	Laura Caracote	4914 41st Pl	
6	2/16/22	(resident for 30 yrs) JOSEPHINE ELLIOTT	Josephine Elliott	4912 41st PL	
7	2/16/22	Laura Hehman	Laura Hehman	4907 41st Place	
8	2/16/22	RYAN HEHMAN	Ryan Hehman	4907 41ST PL.	
9	3/5/22	Reuben Dulke	Reuben Dulke	4903 41st Pl	
10	3/5/22	Catherine Disty	Catherine Disty	4107 Decatur St	

(11) 3/16/22 Zach Wright  
Zach Wright  
4900 41st  
Place Hyattsville  
20781

# PETITION TO THE CITY OF HYATTSVILLE

## Action petitioned for:

(Please print) **THE ACTION PETITIONED FOR MUST BE PRINTED ON EACH SIGNATURE PAGE**

Traffic and speed mitigation measures for 41st Place, Hyattsville between Decatur and Emerson Streets

#	Date	Name (Please Print)	Signature	Address	Phone #
12	3/5/22	RON DISTRATO	<i>Ron Distrato</i>	4107 DECATUR ST 20781	
13	3/5/22	MICHELLE WIDMER-SCHURZ	<i>M. Widmer</i>	5001 41ST BL 20781	
14	3/5/22	ANDREAS WIDMER-SCHURZ	<i>A. Widmer</i>	5001 41ST PL 20781	
15	3/6/22	Stephanie P. Dalke	<i>S. Dalke</i>	4903 41st Pl 20781	
16	3/6/22	Greg Foster	<i>Greg Foster</i>	4105 Decatur St 20781	
17	3/6/22	Kristina Jones	<i>Kristina Jones</i>	4105 Decatur St Hyattsville	
18	3/6/22	Ramon Recinos	<i>Ramon Recinos</i>	4109 decatur st Hyattsville	
19	3/6	CARTER RIBERT	<i>Carter Ribert</i>	4906 41ST PL HYATTSVILLE	
20	3/15	TOMASINA ELLISON	<i>Tomatina Ellison</i>	4905 41st Pl Hyattsville, MD	
21	3/16	Helen Dalphonie	<i>Helen Dalphonie</i>	4100 41st Pl Hyattsville, MD	
	3/21	Patricia J. Walsh	<i>Patricia Walsh</i>	4902 41st Pl. 20781	

# PETITION TO THE CITY OF HYATTSVILLE

## Petition Summary & Background Information:

(Please print, attach additional sheets as needed)

This petition is to request a <sup>speed</sup> traffic mitigation measure (such as speed bump or other device) on 41st Place between Decatur Street and Emerson Street.

This section of 41st Place is home to many families with small children. The absence of sidewalks makes the street dangerous to pedestrians. Moreover, 41st Place is frequently used as an alternate route to Crittenden Street/40th Place and stop signs at either end are frequently ignored.

## Action petitioned for:

(Please print) **THE ACTION PETITIONED FOR MUST BE PRINTED ON EACH SIGNATURE PAGE**

Traffic and speed mitigation measures for 41st Place, Hyattsville between Decatur and Emerson Streets

Contact Person	Address	Phone Number	Email Address
Julia Dezelski	4910 41st Place		

#	Date	Name (Please Print)	Signature	Address	Phone #
22	02/11/22	JULIA M. DEZELSKI	<i>Julia Dezelski</i>	4910 41st Pl. Hyattsville	
23	02/11/22	Francis Dezelski	<i>Francis Dezelski</i>	4910 41st Pl. Hyattsville	
24	2/11/22	Jeannie Hill	<i>Jeannie Hill</i>	4101 Emerson St Hyattsville, MD 20781	
25	2/11/22	Ed Elliott	<i>Ed Elliott</i>	7912 41st Pl Hyattsville 20781	
26	2/12/22	Joanna Hiehnner	<i>Joanna Hiehnner</i>	4901 41st Place Hyattsville 20781	



## Legend

- 41st Place
- Petition Houses



0 0.0075 0.015 0.03 0.045 0.06 Miles



City Boundary



Water Bodies



Parks

Map Created by Hyattsville GIS  
March 2022

Data Source:  
Department of Community &  
Economic Development  
[www.hyattsville.org](http://www.hyattsville.org)  
(301) 985-5000



117

**Traffic Calming Petition**  
**41st Place (4900 block)**



# City of Hyattsville

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

## Agenda Item Report

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**File #:** HCC-386-FY22

6/6/2022

8.d.

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

**Item Title:**

**Traffic Calming Decision: 3500 Block of Longfellow**

**Suggested Action:**

I move the Mayor and Council approve traffic calming measures on the 3500 block of Longfellow Street and authorize the City Administrator and DPW staff to conduct evaluation for the installation of appropriate traffic calming and mitigation for the area.

**Summary Background:**

In February, the City received a petition for traffic calming devices for the 3500 blocks of Longfellow Street. The petition was validated by the City Clerk's office to meet the required 60% signature threshold. Council held a public hearing on May 16 to hear input from residents in support or opposition of traffic calming measures.

The City's on-call traffic engineering firm conducted a traffic study to determine existing traffic conditions within the traffic calming petition area. The study and analysis evaluated concerns about speeding along this corridor, concerns about wrong way traffic and the intersection of Queens Chapel Road. Upon review of the existing data and public testimony, staff supports the consideration and installation of traffic calming measures on the 3500 block of Longfellow Street.

**Next Steps:**

Staff will complete the evaluation and provide a coordinated recommendation from Police and the Department of Public Works. Evaluation, design, and construction of any recommended traffic calming may take six (6) months to several years, depending on the scope and cost of street improvements and traffic mitigation.

Per City Code, the Mayor and Council will announce their decision to approve, approve with modifications, or deny the requested traffic calming devices within 15 days of the close of the hearing unless, due to extraordinary circumstances, the time limit is extended by a majority vote of the City Council. In accordance with this provision, the Council is scheduled to take action on these petitions on June 6, 2022.

**Fiscal Impact:**

TBD

**City Administrator Comments:**

The staff and consultant will continue its evaluation of conditions and traffic calming options. They will evaluate surrounding and cross streets including Queens Chapel Rd, which is part of a larger study effort. The staff will consolidate information and make a formal recommendation to residents and Council on what traffic calming procedures will be the best course of action. The staff will also consider modifications to speed limits as part of the

evaluation process. More to follow.

**Community Engagement:**

Community meetings will be scheduled once a concept design for traffic mitigation has been reviewed and approved by staff.

**Strategic Goals:**

Goal 3 - Promote a Safe and Vibrant Community

**Legal Review Required?**

Pending

May 11, 2022

PENNONI PRO #19-04587

**The City of Hyattsville**

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

**RE: Traffic Engineering at various locations**

Dear Ms. Riddle:

Thank you for the opportunity allowing Pennoni to investigate traffic and safety concerns along three (3) corridors in the City of Hyattsville. It is our understanding that the concerns are as follows:

1. 4900 block of 41<sup>st</sup> Place - There is a concern about speeding along this corridor and the absence of sidewalks also makes this dangerous for pedestrians. There is also a concern of cut through traffic as well as stop signs being ignored.
2. 3400-3500 blocks of Lancer Drive - There is a concern about speeding and an increase in cut through traffic along this corridor. The community has asked for traffic calming measures.
3. 3500 block of Longfellow Street- There is a concern about speeding as well as wrong way traffic along the corridor. There is also a concern about traffic operations at the intersection with Queens Chapel Road (which is currently under study as part of a separate task).

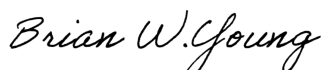
Pennoni began its investigation of the corridors with data collection. The data collection involved traffic volume as well as speed data for the three corridors. The data collection plan was to collect 7 days of data at all three locations. Using tube counters our data for the Longfellow corridor is complete for the 7 days. The other two locations have required a redo to ensure the integrity of the data. On roadways with on-street parking the longer counts are performed it increases the chances of vehicles parking on the counters or the counters being shifted and affecting the data. Our data collection sub consultant will complete the redo of the other 2 locations this Friday. However, even with only partial data for a 7-day count at these locations we have a robust data set. As reference, a typical traffic count often performed by state and county governments are typically no longer than 3 days.

The data shows that for the 3 corridors the highest 85<sup>th</sup> percentile speed is 26 mph with the average speed being 19 mph. The data collected only recorded 5 vehicles traveling between 30-40 mph during the study period on all corridors combined and these were the highest recorded travel speeds. We will review the upcoming data to confirm these figures. Based on this data there does not appear to be a significant number of vehicles traveling well above the speed limits. However even with low speeds, in a residential community there are often concerns that can be addressed with a series of interim and/or long-range solutions.

Pennoni will review the upcoming data and can provide recommendations no later than June 1. Thank you for opportunity to serve you and if you have any questions, please feel free to contact me at (443) 449-2517 or [byoung@pennoni.com](mailto:byoung@pennoni.com)

Respectfully submitted,

**PENNONI ASSOCIATES INC.**



Brian W. Young  
Office Director



# PETITION TO THE CITY OF HYATTSVILLE FOR A TRAFFIC CALMING DEVICE

## Petition Summary & Background Information:

(Please print, attach additional sheets as needed)

Several neighbors on the 3500 block of Longfellow have observed multiple instances of speeding, cars turning into the street despite it being a one-way, and unsafe situations to turn right and left onto Queens Chapel road. We request the city to look into traffic calming alternatives to make our street safer.

## Action petitioned for:

(Please print)

Contact Person	Address	Phone Number	Email Address
Daniel Amador	3515 Longfellow		

#	Date	Name (Please Print)	Signature	Address	Phone #
1	02/27/22	Daniel Amador	[Signature]	3515 Longfellow	
2	2/27/22	Christopher Duffner	[Signature]	3513 Longfellow	
3	2/27/22	CARIS MILITELLO	[Signature]	3523 Longfellow	
4	2/27	AARON GROSS	[Signature]	3507 Longfellow	
5	2/27	Elaina Barroso	[Signature]	3507 Longfellow	
6	2/27	Samuel Blumenthal	[Signature]	3505 Longfellow	
7	2/27	Kurt Brintzenhorst	[Signature]	3519 Longfellow	
8	2/27	Margaret McAuliffe	[Signature]	3517 Longfellow	

one signature per house

[illegible]

# PETITION TO THE CITY OF HYATTSVILLE FOR A TRAFFIC CALMING DEVICE

## Petition Summary & Background Information:

(Please print, attach additional sheets as needed)

This is a petition to reduce the impact of cut-through traffic on the 3500 block of Longfellow Street.

Drivers frequently use longfellow as an alternative route when navigating traffic between Hamilton Street and Queens Chapel Road.

School buses, trucks speed and side-swing cars.

## Action petitioned for:

(Please print)

Traffic analysis and proposition of road infracture to combat cut-through traffic

Contact Person	Address	Phone Number	Email Address
CM Joseph Solomon, Daniel Amador	PO Box 5454 Hyattsville, MD		

#	Date	Name (Please Print)	Signature	Address	Phone #
9.	2/27/22	Resar Villagran	[Signature]	3564 Longfellow St. Hyattsville 20780	
10.	2-27-22	Janette Turner	[Signature]	3506 Longfellow St	
11.	2/27/22	LIVE BECAUSE	[Signature]	3510 Longfellow St	
12.	2/27	KIRK FOSTER	[Signature]	3512 Longfellow St	
13.	3/22	Tom V. Votaw	[Signature]	3508 Longfellow St	
14.	3/22	Jonathan Sutton	[Signature]	3514 Longfellow St Hyattsville, MD 20780	





**Legend**  
 — Longfellow Street  
 ■ Petition Houses

3501-3523 = 12 Homes  
 5801 - 3518 = 10 Homes  
 Total 22 Homes  
 Requirement met





# City of Hyattsville

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

## Agenda Item Report

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**File #:** HCC-391-FY22

6/6/2022

8.e.

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

**Item Title:**

**Traffic Calming Decision: 3400 and 3500 block of Lancer Drive**

**Suggested Action:**

I move the Mayor and Council approve traffic calming measures on the 3400 and 3500 block of Lancer Drive and authorize the City Administrator and DPW staff to conduct evaluation for the installation of appropriate traffic calming and mitigation for the area.

**Summary Background:**

In March, the City received a petition for traffic calming devices for the 3400 and 3500 block of Lancer Drive. The petition was validated by the City Clerk's office to meet the required 60% signature threshold. Council held a public hearing on May 16 to provide residents an opportunity to share comments in the support or opposition of traffic calming measures.

The City's on-call traffic engineering firm conducted a traffic study to determine existing traffic conditions within the traffic calming petition area. The study evaluated resident concerns about speeding along this corridor and cut through traffic. Upon review of the existing data and public testimony, staff supports the installation of traffic calming measures on the 3400 and 3500 block of Lancer Drive.

**Next Steps:**

Staff will complete the evaluation and provide Council with a coordinated recommendation from Police and the Department of Public Works. Evaluation, design, and construction of any recommended traffic calming may take six (6) months to several years, depending on the scope and cost of street improvements and traffic mitigation.

Per City Code, the Mayor and Council will announce their decision to approve, approve with modifications, or deny the requested traffic calming devices within 15 days of the close of the hearing unless, due to extraordinary circumstances, the time limit is extended by a majority vote of the City Council. In accordance with this provision, the Council is scheduled to take action on these petitions on June 6, 2022.

**Fiscal Impact:**

TBD

**City Administrator Comments:**

Analysis will continue, while staff works with residents and consultant to identify the best traffic calming measures/devices to mitigate speed.

**Community Engagement:**

Community meetings will be scheduled once a concept design for traffic mitigation has been reviewed and approved by staff.

**Strategic Goals:**

Goal 3 - Promote a Safe and Vibrant Community

**Legal Review Required?**

Pending

May 11, 2022

PENNONI PRO #19-04587

**The City of Hyattsville**

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

**RE: Traffic Engineering at various locations**

Dear Ms. Riddle:

Thank you for the opportunity allowing Pennoni to investigate traffic and safety concerns along three (3) corridors in the City of Hyattsville. It is our understanding that the concerns are as follows:

1. 4900 block of 41<sup>st</sup> Place - There is a concern about speeding along this corridor and the absence of sidewalks also makes this dangerous for pedestrians. There is also a concern of cut through traffic as well as stop signs being ignored.
2. 3400-3500 blocks of Lancer Drive - There is a concern about speeding and an increase in cut through traffic along this corridor. The community has asked for traffic calming measures.
3. 3500 block of Longfellow Street- There is a concern about speeding as well as wrong way traffic along the corridor. There is also a concern about traffic operations at the intersection with Queens Chapel Road (which is currently under study as part of a separate task).

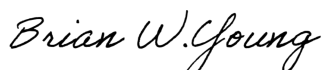
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Respectfully submitted,

**PENNONI ASSOCIATES INC.**



Brian W. Young  
Office Director

# PETITION TO THE CITY OF HYATTSVILLE

## Petition Summary & Background Information:

(Please print, attach additional sheets as needed)

Speeding and traffic on Lancer Drive has become a growing concern as traffic from Queens Chapel

Road and Hamilton Street have increased the streets utilization as a cut-through option. For the safety

of children and the general public, the Lancer Drive community is requesting action from the City of Hyattsville.

Please note that current use of stop signs has not been effective in slowing traffic or decreasing ease of use as a cut-through.

## Action petitioned for:

(Please print) **THE ACTION PETITIONED FOR MUST BE PRINTED ON EACH SIGNATURE PAGE**

We are requesting that the City of Hyattsville promptly investigate and recommend for action, traffic calming solutions for Lancer Drive to include, but not be limited to: speed humps/bumps, curb cut-outs, and traffic redesign to help solve this public safety concern.

Contact Person	Address	Phone Number	Email Address
Council Members Joseph Solomon Erica Wolf	4310 Gallatin Street Hyattsville, MD 20781	[REDACTED]	jsolomon@hyattsville.org

#	Date	Name (Please Print)	Signature	Address	Phone #
1	2/9/22 10/13/19	Elten Royle	[Signature]	3500 Lancer Dr	[REDACTED]
2	10/13/19 2/8/22	KEVIN KELLY	K. Kelly	3505 LANCER DR	[REDACTED]
3	10-13-19	TOM BERRY	[Signature]	3507 LANCER DR	[REDACTED]
4	10/13/19	Ana Flores	[Signature]	5613 35th Pl Hyattsville MD 20782	[REDACTED]
5	10/13/19	MARY BERRY	Mary Berry	3507 - LANCER DR	[REDACTED]


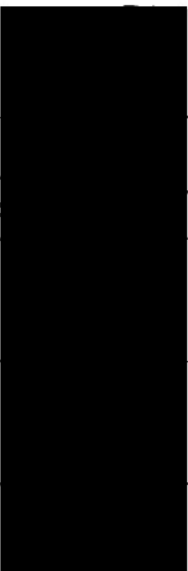
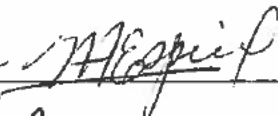

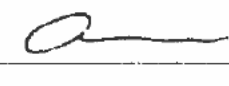



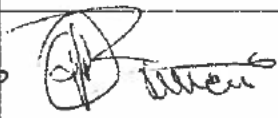

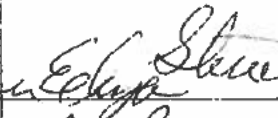

23 Homes  
Good 61%  
14-signatures

# PETITION TO THE CITY OF HYATTSVILLE

## Action petitioned for:

(Please print) **THE ACTION PETITIONED FOR MUST BE PRINTED ON EACH SIGNATURE PAGE**

We are requesting that the City of Hyattsville promptly investigate and recommend for action, traffic calming solutions for Lancer Drive to include, but not be limited to: speed humps/bumps, curb cut-outs, and traffic redesign to help solve this public safety concern.

#	Date	Name (Please Print)	Signature	Address	Phone #
✓	10/12/19	Edith Mender		5610 36th Ave Hyattsville	
	10/12/19	Norma Espino		5610 36th Ave	
✓	10/13/19	RONALD DECLERCK		3512 LANCER DR.	
✓	10/13/19	Blanco Calleja		3503 Lancer Dr Hyattsville MD 20782	
✓	10/13/19	Isaac Castillo		3402 Lancer Dr Hyattsville MD 20782	
✓	10/13	Hugo Mena Jr		5701 QUEEN CHAPEL RD	
✓	02/9	FRANCISCO RIVERA		3405 LANCER	
✓	02/9	Samuel Hino		3506 Lancer	
✓	2/9	Elena Skiver		3502 Lancer	
✓	2/9	Monica Bedon		3408 Lancer	



# Legend

- Lancer Drive
- Petition Area



## Traffic Calming Petition Lancer Dr (3400-3500 block)



City Boundary



Water Bodies



Parks

Map Created by Hyattsville GIS  
February 2022  
Data Source:  
Department of Community &  
Economic Development  
[www.hyattsville.org](http://www.hyattsville.org)  
(301) 965-5000





# City of Hyattsville

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

## Agenda Item Report

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**File #:** HCC-379-FY22

6/6/2022

8.f.

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

**Item Title:**

**Approval of King Park Renovation Design Proposal**

**Suggested Action:**

I move that the Mayor and Council authorize an expenditure not to exceed \$60,000 to the Low Impact Design Center for design of the renovation of King Park under their existing contract.

**Summary Background:**

King Park is a popular and well used pocket park on the 4200 block of Gallatin Street. The popularity of the park has led to significant wear and tear on the environmental and built features. To ensure the long-term health and viability of the park environmental remediation, stormwater management, and redesign of built environment are some of the areas that need to be evaluated and designed. The renovation design will lead to several remediation and construction projects that will be brought to Council for approval at future meetings.

**Next Steps:**

Issue purchase order and begin evaluation, community engagement and design.

**Fiscal Impact:**

\$60,000

**City Administrator Comments:**

Recommends approval

**Community Engagement:**

Community outreach will be conducted as part of the project.

**Strategic Goals:**

Goal 3 - Promote a Safe and Vibrant Community

**Legal Review Required?**

N/A





Low Impact  
Development  
Center

5000 Sunnyside Ave | Suite 100  
Beltsville, MD 20705

T (301) 982-5559  
F (301) 982-9305

April 13, 2022

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

Re: Robert J. King Memorial Park Project

Subject: Low Impact Development Center, Inc. (LID Center) Scope of Work

Dear Ms. Riddle:

The following is a scope of work to prepare a demolition plan and construction drawings for Robert J. King Memorial Park (King Park). The scope is based on discussion with the City of Hyattsville Public Works staff and a preliminary assessment of and site visits to the Robert J King Memorial Park Project. We look forward to working with the City on this project.

#### Purpose

King Park is a small community park located at Gallatin Street at 42nd Place, Hyattsville, adjacent to the Mt. Hermon Masonic Lodge No. 179. Park amenities include flower gardens, a grassy area, two gazebos with picnic tables, and a toddler playground. The park is heavily used and enjoyed by local families and the nearby St. Jerome Academy and Child Center. A comprehensive reimagining of the park is required due to site conditions and layout of facilities that limit the potential use.

#### Description

Poor drainage is an existing issue. During and after rain events, water pools around the playground area. This leads to potentially unsafe play conditions and the draining of water towards the Masonic Lodge's foundation. Previously, the City paid to bury downspouts and underground drains for roof runoff on the side of the Masonic Lodge adjacent to the park and cover flood remediation expenses after a large rain event caused considerable damage to the lodge.



Current drainage issues should be addressed by relocating the existing playground to the middle of the park. This will enable the City to install a new playground platform with proper drainage. This also opens the opportunity to redesign the area where the playground is currently installed to resolve current drainage issues and provide opportunities for additional plantings. In addition, efforts to encourage children to play away from the Masonic Lodge reduce the potential of children unintentionally harming the historic masonry building's façade through dirt or soiling of the side wall and any subsequent need for cleaning the masonry, which could lead to further damage.

Several planting areas exist on-site. Two non-native tree groves exist along the length of Gallatin Street and are split by the park entrance and pathway. Both exhibit signs of barren soils and erosion due to soil compaction and foot trampling. There are two specimen Juniper trees with exposed roots that should be protected. The opportunity exists to create a more sustainable landscape, enhance the visitor experience, and reduce informal trampling by incorporating a more efficient landscapes that return value through shading, water absorption, native plantings, and aesthetic appearance. Plantings could also be extended the length of the Masonic Lodge to better protect the building from park users.

The City has expressed the need to keep two gazebos in their existing footprints and to ensure that the redesign incorporate existing site features such as the walkway, big belly trash and recycling receptacles, water fountain, pet waste station, and park benches. However, the opportunity exists to relocate these features as needed to improve the park's use and functionality.

#### Project Phasing

The LID Center proposes to separate the project into three phases. This will keep the earth disturbance below 5,000 in any phase. plans will be designed per PGSCD standards. Phase One will be the removal of the existing playground equipment, edging, retaining wall, and other features. Phase Two will be the regrading of the area interior to the path and installation of the new playground and walkway. Phase Three will be the landscaping of the area exterior to the walking path, and possibly drainage improvements near the existing historic masons building. Five specific activities/tasks have been identified. The descriptions and proposed start and end dates are identified in the table on page 3.

Please note that the following scope has been prepared with the expectations that no permits will be required to conduct this work. If permits are required, additional funding will be necessary to prepare and submit permit drawing and obtain final permits. In addition, the City is in the process of evaluating the state of existing underground tanks in the park's northwest section. The City has engaged a firm to survey the tanks using ground penetrating radar. The results of that survey are currently unknown.

## Scope of Work and Budget

	Activity/Task Description	Start Date	End Date	Cost
1	<b>Initiate project</b> – Hold kick-off meeting to initiate the project.	6/1/2022	6/15/2022	\$1,000
2	<b>Conduct comprehensive assessment</b> – Perform desktop and in person site assessment. Obtain full topography and boundary survey. Boundary survey will be based on available records and field survey/evidence.	6/15/2022	8/1/2022	\$11,500
3	<b>Prepare draft concept</b> – Prepare initial concepts for park. Meet with City for feedback and changes	8/1/2022	10/1/2023	\$10,000
4	<b>Prepare construction documents</b> – Prepare construction and phasing plans. Plans will be submitted to town for review and comment.	10/1/2023	5/1/2023	\$22,500
5	<b>Bid and oversee construction</b> – Bid out the project and oversee construction. LID Center will assist with pre-bid, construction oversight, and construction management. LID Center can act as construction observation, but not inspection.	5/1/2023	6/30/2023	\$7,500
Total Cost				<b>\$52,500</b>

Respectfully,



Neil Weinstein  
Executive Director  
Low Impact Development Center, Inc.



# City of Hyattsville

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

## Agenda Item Report

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**File #:** HCC-363-FY22

6/6/2022

8.g.

---

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

**Item Title:**  
**Purchase of IAPro Software**

**Suggested Action:**

I move that the Mayor and Council authorize the City Administrator to approve the purchase of IAPro software, to include training and maintenance, at a cost not to exceed \$36,000.000.

**Summary Background:**

IAPro software solution is a complaints management database, created by CI Technologies, that can assist the Police Department in all aspects of internal affairs, complaints, and investigations. The software, which is internet based, takes a case management approach, and maintains features such as comprehensive case load monitoring, file/document and video linking, statistical reporting and built-in security controls and audits. The software serves as a centralized storage point for all complaints that are inputted into the system. It will allow for easy tracking and case management for members of our Professional Standards Division. It also allows for residents who file complaints to easily track the status of their complaint through a public portal.

**Next Steps:**

Recommend approval

**Fiscal Impact:**

Not to exceed \$36,000.00

**City Administrator Comments:**

Recommends approval

**Community Engagement:**

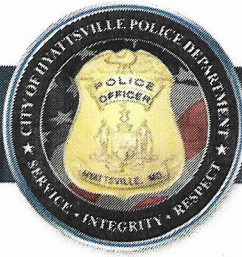
N/A

**Strategic Goals:**

Goal 1 - Ensure Transparent and Accessible Governance

**Legal Review Required?**

N/A



**Robert Croslin**  
Interim Mayor

**Tracey Douglas**  
City Administrator

**Date:** April 25, 2022

**To:** Colonel Jarod J. Towers  
Chief of Police

**From:** Antwoine Harvey  
Procedures, Programs, and Compliance Manager

**Re:** IAPro Software Solution

One of the major initial areas of focus allotted to me, after my hiring, with the agency was the internal affairs process. Specifically, issues related to the maintenance of records, policies, processing of complaints, auditing, and tracking of the complaint investigation process, among other areas, were brought to my attention for review and recommendations for a solution. I believe the solution to these issues are found in the IAPro software solution.

The IAPro software solution is a complaints management database, created by CI Technologies, that can assist the department in all aspects of internal affairs/complaints investigations. The software, which is internet based, takes a case management approach and maintains features such as:

- Comprehensive case load monitoring
- Automatic alerts/reminders for timely case handling
- File, document, and video linking
- Statistical reporting complete with preconfigured reports as well as an ad-hoc report building module
- Automated correspondences and forms
- And built-in security controls and audits to ensure confidentiality where necessary

The IAPro software serves as a centralized storage point for all complaints that are inputted into the system. The file/documents are uploaded directly into the associated case, eliminating the siloed approach we currently utilize. Within the system, processes are pre-established to allow for reminders and notifications for upcoming expiration/past due dates. Designated administrators are able to have a top-level view of all incidents within the system showing critical information such as incident types, current positions with workflows, current assignments, etc. Reporting capabilities allows for easy viewing of trends and statistical mappings. In all, the IAPro software will provide the department a centralized database that will allow for easy tracking and case management for members of our Professional Standards Division.





During the demo and review of the IAPro software I realized that the IAPro aspect is only one module/aspect of an entire system. In its entirety, the system provides for multiple modules that I reviewed and have determined will actually assist the department in other areas of concern. While these additional modules each serve a separate purpose, they all connect back to the IAPro software, in the end, for finalization and storage to create one cohesive, centralized, system.

### **BlueTeam Module**

The BlueTeam Module of the system can be summarized as the frontline access for the system. The BlueTeam module is also the system's early warning/intervention module for employee action tracking. BlueTeam handles the following:

- Documentation and reporting for Use of Force incidents, Vehicle Accidents, Vehicle Pursuits, Taser usage, Firearm discharges, Threats of Force, reviews, etc.
- Assignment of lower-level complaints, from the Office of Professional Standards to commanders and first line supervisors, for investigation and/or follow-up
- Tracking of early intervention for all staff members based on pre-determined and configured thresholds.

Similarly to IAPro, BlueTeam allows for tracking at all stages, to ensure timely reporting and completion of required documentation.

### **MakeNOTE Module**

The MakeNOTE module serves two purposes as it actually a module with two separate features.

The first feature, Notes, is a platform to be used, mostly, by supervisors, but can be utilized by any employee. It allows for documentation of various elements of an employee. This documentation can be of any type, commendations, disciplinary, award merits, etc. It can be thought of as the employee's supervisory file. The notes created follow the employee should, they be move to another unit and/or division. The life cycle of the note can be preset, based on note type, to prevent unwanted deletion or retention of them.

The second feature, Eval, is a platform exclusively for creating and completing evaluations. Agencies can create multiple types of evaluations, each with their own distinct categories, rubrics, and matrixes, depending on what is required. For example, our agency would be able to utilize this feature for yearly performance evaluations, probationary employee's monthly evaluations, field training officers' weekly and monthly evaluations, PIPs, etc. Similarly, to Notes, retention can be preset for each type. In addition, the notes created in Notes can be attached to the evaluations for reference and review. Alerts/notifications can also be established to remind supervisors when a certain evaluation is coming up due.



### **Public Portal Module**

The Public Portal module is the most important add-on to the IAPro solution. Effective July 1, 2022, with the passing of House Bill 0670, all law enforcement agencies will be required to have a database that enables complainants to track the status of their complaint from the submission phase all the way to appeals, if applicable. The Public Portal module is the answer to this requirement as it serves as the public facing portal for IAPro. The Module allows anyone with a compliment or complaint to directly file it with the department, via an online link, removing any middleman. Upon submittal the object in question is inserted directly into the IAPro system for review and follow-up. Filers are kept up to date with email and text notifications. The filer also has the ability to take a key code, that is specific to their submission, and enter it into the portal to be view the status, which is updated in real time. Many times, there is concern regarding what happens to a complaint, or compliment, when it is emailed to handed over to an officer or supervisor. For many, the fact that they believe nothing occurs steers them away from submitting anything. This module, since it takes away the middleman and provides a direct submission into the IAPro system, can assist in eliminating that belief and building accountability for the department.

My recommendation is for the department to purchase the IAPro software, as well as the four modules examined above (BlueTeam, MakeNOTE, and Public Portal). Doing so will assist the department in resolving multiple issues with one system. A decision to not purchase the modules together would only lead the department down a path of more siloed solutions that may or may not configure appropriately with each other. If not all the modules, Public Portal should be added due to its features becoming a legal requirement in July 2022. For the system itself, IAPro must be purchased at a minimum or no other modules would function. The IAPro solution also has an additional module, EIPro-High Availability EI, which is a more robust version of the early intervention system allowing or more detailed, statistical analysis, of warning signs from employees. While useful, I don't see this as a current necessity for the department.

It should be noted, I did review other solutions during my review of IAPro. Many of them were only comprised of one or two solutions provided by the IAPro system (i.e., the solution was only an IA database, or the solution was comprised of the IA database and allowed for the reporting of use of force incidents) however, no solution I reviewed had the Public Portal aspect. The closet solution I reviewed was Benchmark Analytics' Benchmark Management System (BMS). BMS also had a modularized approached with modules covering internal affairs, use of force, early intervention, and performance evaluations, however, as stated before, they did not have a public facing solution and when I inquired of its possible development, there wasn't a solution planned for the foreseeable future.



# IAPRO AND BLUETEAM

CI Technologies, Inc.  
Sole Source Statement  
Spring 2017

CI Technologies, Inc. of St. Augustine, Florida is the sole source vendor of IAPro internal affairs / professional standards unit software and our Blue Team adjunct software product.

IAPro and BlueTeam have been created by CI Technologies and can only be purchased directly from CI Technologies. In addition, CI Technologies is the sole source provider of technical support for both IAPro and BlueTeam.

BlueTeam is an adjunct application that works with IAPro. Due to the shared database and drop-down fields; BlueTeam is the only **web-enabled application** that IAPro integrates with to allow our customers a web-enabled point of entry for field level officers.

Our uniquely designed product features capabilities of IAPro and BlueTeam that to our knowledge are not shared by any other competing internal affairs unit software product.

- CALEA requirements- IAPro and BlueTeam allow our customers to meet over 35 different accreditation standards relating to complaint monitoring, use of force reporting, pursuits, firearm discharge reporting and Early Intervention.
  - Separate reports, each meeting a specific CALEA guideline / requirement, including: Standard 1.2.9 Racial Profiling, Standard 22.2.6 Employee Assistance, Standard 26.1.3 Sexual Harassment/Discrimination, Standard 35.1.9 Early Warning System, Standard 52.1.2 Annual Statistics, Standard 52.2.2 Annual Statistics Complaint Procedures, Standard 52.2.4 Complainant Informed, and Standard 26.1.4 Disciplinary System
- Special Correctional Features- A range of features for our correctional customers, including:
  - Correctional mode setting that activates related features for correctional customers.
  - Correctional customers can configure the facilities breakout nomenclature (cellblock, pod, etc.) that reflects their needs. This results in system screens and reports that reflect each customer's specific nomenclature.
  - Ability to track information on current facility and location of each inmate with that information saved each time that inmate is linked as an involved party to an incident. This enables reporting and statistical analysis of where within the customer's facilities complaints, uses of force, and other incidents are occurring.
- A unique two-application solution. IAPro: designed for daily use by OPS/IA Units, and BlueTeam: Web-based and designed for use by front-line officers and supervisors with minimal or no training necessary.

# IAPRO AND BLUETEAM

CI Technologies, Inc.  
Sole Source Statement  
Spring 2017

- BlueTeam supports entry and management of use-of-force, accident, pursuit, and user defined incidents from the field.
- BlueTeam include features that integrate with departmental e-mail so that supervisors are notified via e-mail of new incidents that have been routed to them for review and approval.
- BlueTeam's feature set includes support for field-level investigations of the less serious incidents. Incidents entered into IAPro can be routed to the BlueTeam user in the field for investigation. This includes any attachments that may be linked to the investigation, creating a paperless routing workflow.

CI Technologies, Inc. has no licensed resellers of the IAPro and BlueTeam Suite, therefore, is the sole source for all of IAPro and BlueTeam products.

Sincerely,



---

Michael Blumberg  
President – CI Technologies, Inc.  
800.620.8504  
[sales@iapro.com](mailto:sales@iapro.com)





THE LEADING PROFESSIONAL STANDARDS SOFTWARE. WORLDWIDE.

April 7, 2022

Mr. Antwoine Harvey  
City of Hyattsville Police Department  
Email: [AHarvey@hyattsville.org](mailto:AHarvey@hyattsville.org)  
Off: (301)985-5071

Mr. Harvey,

Thank you for your interest in our IAPro software for use by the City of Hyattsville Police Department. I have prepared the below price quote covering costs with implementing IAPro and optional Blue Team software at your agency.

I would be glad to answer any questions you may have on this proposal.

**IAPro Price Quote**

<u>Item</u>	<u>Purchase costs</u>
IAPro Professional Standards software includes: <ul style="list-style-type: none"><li>• Unlimited-use Site License □ Unlimited number of users</li><li>• Unlimited number of workstations</li><li>• Installation</li><li>• Pre-Load of employee information</li></ul>	\$ 10,000.00
2 Days On-Site or Remote Training <ul style="list-style-type: none"><li>• IAPro User training</li><li>• System Configuration with core users</li></ul>	\$ 2,400.00
Travel Expenses for Trainer	\$ Included
Total for IAPro Software and Services	\$ 12,400.00



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<u>Optional BlueTeam</u>	
BlueTeam Field Support Services Software <ul style="list-style-type: none"><li>• Unlimited-use Site License □ Unlimited number of users</li><li>• Unlimited number of workstations</li><li>• Installation</li></ul>	\$ 7,000.00
1 Days On-Site or Remote BlueTeam training	\$ 1,200.00
Travel Expenses for Trainer	\$ Included
<b>Total with Optional Items</b>	<b>\$ 20,600.00</b>

Annual Maintenance Commencing the 2 <sup>nd</sup> Year of Ownership	
IAPRO	\$ 2,500.00
BlueTeam	\$ 1,750.00
Maintenance Totals	\$ 4,250.00

### Officer Preload

CI Technologies offers a free service whereby we will import your employee information into the IAPRO database, prior to installing IAPRO at your agency. This is a one-time service offered at no additional cost.

### Annual Maintenance

The first year of annual maintenance is provided free of charge. Thereafter annual maintenance is provided on a year-to-year basis and can be discontinued at any time.

The agency's annual maintenance cycle will not commence until training occurs. The first twelve (12) months of annual maintenance is provided free of charge.

CI-Technologies may raise the annual subscription amount by 2% every other year or periodically.

Unless requested otherwise by the agency, the first maintenance invoice will be prorated to bring the agency's invoice cycle up to a January thru December calendar year. Thereafter,



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annual maintenance is invoiced on a calendar year basis, and will be disseminated each year in January.

Annual maintenance includes all end user and technical support via our 800 # and our online support website as well as any associated technical or user documentation. Annual maintenance also includes all new versions of the IAPRO software.

### Important Note

The purchase of the IAPRO system does not include hardware, OS licensing or SQL Server licensing.

Most agencies that purchase IAPRO have an existing server with existing Microsoft SQL Server licensing. IAPRO can be installed on your existing hardware and within your existing SQL Server instance.

### Employee Preload

CI Technologies offers a free service whereby we will import your employee information into the IAPRO database, prior to installing IAPRO at your agency. This is a one-time service offered at no additional cost.

### Training

IAPRO training is conducted by an IAPRO training specialists. Each IAPRO training specialist is a current or former law enforcement professional with extensive investigative experience.

IAPRO training is heavily oriented towards hands-on usage. To this end, a special “training” version of IAPRO is installed on each workstation used for training. This is a full-featured version of IAPRO with demo/training database installed on the workstation hard drive. It is strongly recommended that there be one trainee per training workstation. An LCD projector is also needed for training.

### HR Integration

If quoted in this proposal, the HR Integration process will be written as a SQL Stored procedure and will integrate data from an existing SQL Server data source containing the needed employee data elements.

\*The integration process will bring in data elements that map to existing data elements within IAPRO. New data elements will not be added.

See the “HR Integration Overview” document for details on this process.



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### Data Migration

The purchase price of IAPRO and Blue Team does not include data migration of existing data. If the agency requests a quote can be provided for this service.

### Considerations Regarding our Solution

There are aspects of our solution that are distinctive and set us apart from our competitors. They are:

Unlimited use licensing - there are no additional or hidden additional licensing costs: IAPRO pricing is for unlimited use licensing in terms of both the number of users that can run the software concurrently, and the number of workstations the applications can be run on. Our pricing model ensures maximum flexibility for the customer, with all licensing costs paid at point of initial purchase. The customers will never have to purchase additional licensing based on increased or unforeseen future usage requirements. This is important since the participation of front-line personnel - especially supervisors - is crucial in upholding the integrity of the organization, and to constrain their use of the software would greatly limit, if not cripple, its effectiveness.

A three-day annual user's conference is offered to our customers: Each year since 2004, CI Technologies has hosted an Annual Users Conference for our IAPRO customers. Our most recent conference saw over 600 attendees. Each conference consists of a multitrack format that, includes tracks for beginner-level users, advanced users, and users with specialized interests such as designing early intervention programs.

These conferences are a key part of the support services offered to our customers, and meet the following needs:

- Training of new customer staff based on turnover - Inevitably over time our customers will experience turnover in staff, which requires that training be available on an ongoing basis.
- Advanced training - Many customers benefit from advanced training, especially in-depth coverage of features found in new releases of the software.
- Networking with peers - In order to share ideas and approaches to utilizing our software.
- Providing feedback directly to the vendor's staff - The opportunity to provide feedback and suggestions directly to our staff is highly valuable to both our customers



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and our company. This ensures that we have up-to-date information on how best to improve our software and services.

Our Growing Customer Base: Over 900 public safety agencies in the US, Canada, Australia and New Zealand currently run IAPRO and IAPRO with BlueTeam. These agencies range in size from major to one-person IA Units in smaller departments. The size of our customer base reflects our leading position in the Professional Standards software marketplace.

### Purchase Orders

Training and installation are scheduled on a first-come-first-served basis.

Due to our current sales backlog, we request to be notified as soon as possible once a purchase decision has been made. Please be sure to fax any purchase orders to us at 800.620.8504 for expeditious handling of your order.

This price quote will remain in-effect through April 7, 2023. Please call or email if you need additional information or have any questions. Thank you again for your interest and consideration!

Best Regards,

A handwritten signature in blue ink, appearing to read 'Dawn M. Sprayberry'.

Dawn M. Sprayberry  
[dsprayberry@ci-technologies.com](mailto:dsprayberry@ci-technologies.com)  
Off: 1.800.620.8504 ext. 709



04/07/2022

City of Hyattsville Police Department  
Mr. Antwoine Harvey  
Email: [AHarvey@hyattsville.org](mailto:AHarvey@hyattsville.org)

Mr. Harvey,

Thank you for your interest in our MakeNOTE software. I have outlined the costs associated with implementing MakeNOTE for use agency wide by the City of Hyattsville Police Department.

Supervisory notes are a critical aspect of effective leadership and promote measurable benefits in organizations worldwide.

MakeNOTE is a software solution that enhances supervisory note taking to ensure that maximum gains can be achieved from this best practice.

If you have any questions about MakeNOTE or this quote, please let me know.

This price quote will remain in effect until April 7, 2023.

## MakeNOTE Pricing

Item	Price	
<b>Application Licensing – Initial Licensing and ongoing Annual Subscription pricing</b>	Initial Licensing Cost – Year 1	Ongoing Annual subscription Cost – Year 2 and ongoing
<b>MakeNOTE Unlimited Use Site License – City of Hyattsville Police Department</b> <ul style="list-style-type: none"> <li>Can be installed &amp; run on unlimited number of workstations and other browser equipped devices used by customer staff</li> <li>Unlimited concurrent use by customer staff</li> <li>Application and database installation assistance via phone/e-mail</li> </ul> For use by employees, temporary staff and other personnel working for or at the customer	\$5,000.00	\$5,000.00
<b>Installation</b> <ul style="list-style-type: none"> <li>Remote installation of MakeNOTE by technical staff</li> </ul>	Included	
<b>Training</b> <ul style="list-style-type: none"> <li>2 days – Remote</li> <li>Training to be conducted by experienced MakeNOTE trainer staff</li> <li>Train the trainer model</li> </ul>	\$2,400.00	
<b>Employee Data Integration from IAPro – Designed to refresh the employee data within MakeNOTE with a nightly refresh of data from the IAPro employee file</b> <ul style="list-style-type: none"> <li>Remote development and deployment</li> <li>Requires IAPro Employee data to be kept up to date</li> </ul>	Included	

Total MakeNote Initial Licensing cost and ongoing Annual Subscription amount.	\$7,400.00	\$5,000.00
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CI Technologies may raise the annual subscription cost by 2% every other year.

### Member Preload

CI Technologies offers a free service whereby we will import your employee information into the MakeNOTE database, prior to installing MakeNOTE at your agency. This is a one-time service offered at no additional cost.

**Customer Consultation:** The initial phase involves one or more conference calls with our product specialists to review customer needs and configuration options. The customer's initial configuration is then determined. A separate call with customer IT staff will address server, database and other technical requirements.

**Software pre-configuration and installation:** The customer's database is pre-configured and pre-loaded with employee information. An installation package is prepared and supplied to customer IT staff. Software installation takes less than an hour.

**Training:** MakeNOTE training is conducted onsite by one of our MakeNOTE training specialist. Each MakeNOTE training specialist is a current or retired law enforcement member. MakeNOTE training is heavily oriented towards hands-on usage. An LCD projector is also needed for training.

### Optional Human Resource Database Interface

We also offer a separate service whereby we will create a batch process to update your MakeNOTE employee information on a routine basis. If this option is preferred, please contact us so that we can learn more about your existing HR database and possible output formats in order to provide a price quote for this service.

### Considerations Regarding our Solution

**Centralized, organization-wide storage**—All supervisory notes are kept centrally in a database to ensure both accessibility and security.

**Industry standard best practices**—MakeNOTE's core features are based on widely followed supervisory practices.



**Information retention policies**—Ensuring that your organization’s policies are followed is a key part of the MakeNOTE solution.

**Vastly flexible organization modeling**—MakeNOTE can be configured to reflect your organization’s supervisory relationships and employee documentation processes.

### Important Note

The purchase of the MakeNOTE system does not include hardware, OS licensing or SQL Server licensing. Most agencies that purchase MakeNOTE have an existing server with existing Microsoft SQL Server licensing. MakeNOTE can be installed on your existing hardware and within your existing SQL Server instance.

### About us

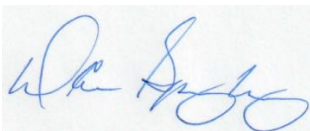
CICAD Technologies, Ltd. is headquartered in Vancouver, British Columbia, Canada. Since its inception, CICAD has provided software programming and other services for CI Technologies, Inc. CI Technologies, Inc. is the leading provider of public safety integrity software solutions worldwide.

### Purchase Orders

Training and installation are scheduled on a first-come-first-served basis. Please be sure to fax any purchase orders to us at 800.620.8504 for expeditious handling of your order. Please call or email if you need additional information or have any questions.

Thank you for your interest and consideration!

Best Regards,



Dawn M. Sprayberry  
CI Technologies, Inc.

[dsprayberry@ci-technologies.com](mailto:dsprayberry@ci-technologies.com)

1.800.620.8504 x709

# Public Portal Solution

## Proposal and Statement of Work for City of Hyattsville Police Department

April 7, 2022

Prepared by:

Dawn Sprayberry  
CI Technologies, Inc.  
Off: 800.620.8504 x709  
Email: [dsprayberry@ci-technologies.com](mailto:dsprayberry@ci-technologies.com)

For:

City of Hyattsville Police Department  
Mr. Antwoine Harvey  
Email: [AHarvey@hyattsville.org](mailto:AHarvey@hyattsville.org)

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## Public Portal Application Overview

The Public Portal solution is designed to provide a simple, secure and effective public facing web portal that will allow members of the public to enter compliments or complaints that involve employees of the agency.

The Public Portal application has been designed to securely integrate with your IAPro system to provide an effective means to track external complaints and compliments, while providing status updates to members of the public on the submitted incidents.

### Key Solution Features

- Accommodates the intake of compliments and complaints from members of the public
- Customizable application logo and data elements



- Provides notification to the member of the public through email or text messaging when the intake has been completed.
- A reference number is generated and sent to the member of the public for future access to the incident

Create New Complaint

File complaint anonymously? ☐ Yes ☒ No

First Name

Robert

Middle Name

Last Name

Smith

Preferred Contact Method

Both

You will receive notifications through both SMS and email when status updates are available for your submission.

Email Address

rxsmith@hotmail.com

Phone Number

+15053241883

Cancel

Create



- Incident details, including attachments, are captured during the entry process

## INCIDENT INFORMATION

Date & Time Incident Occurred

11/15/2021 - 09:01 AM

Summary\*

Describe what occurred during the incident

Officer used profanity during traffic stop.

## ADDRESS OF OCCURRENCE

If a specific street address is unavailable, switch to geolocation mode and use the map input instead

☒ Address Mode

☐ Geolocation Mode

Full Address

100 Amherst Street

Show on map

City

Amherst

State

NH

Postal/Zip Code

03031

## FILE ATTACHMENTS

Upload any supporting files and/or documentation. Photos of injuries, videos of the incident can be very helpful in our investigations.

Upload Files

No files have been uploaded to this incident yet

OFFICERS

1

OFFICER 1\*

Remove

Badge Number

3455

First Name

William

Last Name

Keene

Description/Additional Information

(List the description of this employee and any additional facts/information specific to this employee)

Add Officer

- Data from the Public Portal application is securely integrated into the agencies IAPro database and available for review

IAPRO

Find fast Settings Print Export Options Properties

Modules

Shortcuts

What's new

Incidents

Alerts

Mailbox

Tasks

Blue Team

Logs

Public Portal

Public Portal Incidents: 1 records

Public Portal ID	Created Date/Time	Occurred Date/Time	Submitted Date/Time	Complainant Name	
90cc38d9-28f1-439b-807d-4599f5126af7	90cc38d9-28f1-439b-807d-4599f5	11/15/2021 11:10	11/15/2021 09:00	11/15/2021 11:15	Robert Smith

Import Public Portal Incident

Public Portal ID:

90cc38d9-28f1-439b-807d-4599f5126af7

Date occurred:

11/15/2021

Time occurred:

09:00

Date submitted:

11/15/2021

Time submitted:

11:15

Full street address

100 Main Street

Suite/Apt?

City

Goffstown

State

NH

Zipcode

03045

Latitude

43.016766

Longitude

-71.59829

Show Original Incident

Reject Incident

Cancel

Import

- Members of the public can access the submitted incident to obtain current status information on their submitted entry

[Return to home page](#)

## Citizen Complaint Report

[Print](#)

**Complaint ID: 90cc38d9-28f1-439b-807d-4599f5126af7**

### Status

#### Amherst Police Department



### Complaint Details

Date Created	Date Submitted	Agreement Accepted At	Date of Occurrence
11/15/2021 11:10	11/15/2021 11:15	11/15/2021 11:15	11/15/2021 09:00

### Incident Summary

Officer used profanity during traffic stop.

### Incident Location

#### Address

Latitude, Longitude = [43.01677, -71.59829]  
100 Main Street, Goffstown, NH, 03045



## Statement of Work

Month One - Installation of Public Portal application on customer infrastructure with remote installation assistance provided by CI Technologies technical support staff. Upgrade of companion IAPRO NextGen application.

Month Two – Remote training and configuration assistance by a CI Technologies Public Portal product specialist. Training will be scheduled to coincide with the “go live” date of the Public Portal application.

## Application and services costs

<u>Item</u>	<u>Recurring / subscription based licensing</u>
<b>Public Portal Application Licensing</b> <ul style="list-style-type: none"> <li>Unlimited-use Site License</li> <li>Unlimited number of users</li> <li>Remote installation assistance</li> </ul>	\$ 20,000.00  <i>Initial up-front purchase of licensing/one-time cost</i>
<b>Public Portal Training</b> <ul style="list-style-type: none"> <li>One day – Remote Training and Configuration assistance</li> </ul>	\$ Included
<b>Limited Time - Early Adopter Licensing Discount</b>  <i>Pricing requires purchase of the Public Portal Application by July 1, 2022</i>	\$ 12,500.00
<b>Total Software and Services</b>	<b>\$ 7,500.00</b>
Recurring licensing subscription costs from Year 2 forward	\$ * 7,500.00

**\*Public Portal application will remain active at the agency as long as the annual subscription licensing amount is paid and up to date each year.**

Please note that CI Technologies currently increases annual maintenance and subscription prices by 2% every other year. Annual subscription licensing will not be increased more than 2% every other year, or 1% in a given year

Public Portal annual subscription licensing is based on up-front purchase of licensing

## Annual Maintenance and Technical Support

Annual maintenance and support services are provided on a year-to-year basis annual maintenance coverage is in-effect.

The agency's annual maintenance cycle will commence when training and configuration assistance occurs, with year 1 being no charge and billing beginning year 2 and forward.

Annual maintenance and support includes all end user and technical support via our 800 # and our online support website as well as any associated technical or user documentation. Annual maintenance also includes all new versions of the Public Portal software.

Annual maintenance includes provision of all new versions of Public Portal software and related materials such as manuals and technical documentation that are released during the period it is in-effect.

Technical support services will be provided via phone and e-mail in a timely manner during the period it is in effect.

### Provision of product upgrades

Major and minor Public Portal upgrades are obtainable by customers from our Company's Unite customer support website. Minor upgrades are released roughly monthly, and major ones are release roughly annually.

### Provision of technical support

While the annual maintenance agreement is in-effect, CI Technologies will provide technical support to the customer as follows:

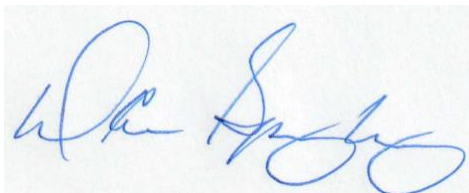
Availability: Via our 1-800 number and personal cell phones during normal working hours. Also, e-mail for lower priority issues. We typically make ourselves available after working hours if a high priority problem is pending.

Two hours is our typical response time to medium and high priority calls. We typically respond to call or e-mails related to training or usage issues within 24 hours.

The following escalation procedures will be employed to insure an appropriate response to any interruption of service in order to minimize downtime. Problems are addressed quickly during the hours of 8:00am and 6:00pm EST Monday through Friday excluding Holidays and weekends.

We appreciate your interest and consideration in using our Public Portal solution!

**This proposal will remain in effect until June 30, 2022.**



Dawn Sprayberry  
CI Technologies, Inc.  
800.620.8504 ext. 707  
[tconner@ci-technologies.com](mailto:tconner@ci-technologies.com)



# City of Hyattsville

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

## Agenda Item Report

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**File #:** HCC-398-FY22

6/6/2022

8.h.

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Submitted by: Schaible  
Submitting Department: Legislative  
Agenda Section: Action

**Item Title:**

**Hyattsville Ordinance 2022-02: Municipal Gas-Powered Leaf Blower Ban (INTRODUCTION & FIRST READING)**

**Suggested Action:**

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

**Summary Background:**

Council authorized a motion in December 2021 to have the City Attorney draft legislation for a municipal gas-powered leaf blower ban and the implementation of a rebate program. Attached is the draft ordinance for an initial Council discussion. The item is tentatively scheduled to return to the Council for a second reading and adoption on June 21, 2022. Following this schedule, the Ordinance will be effective on July 11, 2022 and the restriction and rebate will be effective on August 1, 2022.

**Next Steps:**

Second reading is scheduled for June 21, 2022

**Fiscal Impact:**

Below are the budget estimates for this program. The FY22 budget adjustments will need to be authorized by the Council in conjunction with the ordinance adoption on June 21, 2022.

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

FY22: \$12,000.00

- Replace City GPLBs: \$7,000.00

- Communications and Outreach: \$5,000.00

FY23: \$40,600.00

- GPLB Rebate: \$40,600.00

- Contracted Services to Manage GPLB Rebate: Amount TBD

FY24: \$10,000.00

- GPLB Rebate: \$10,000.00

Total anticipated budget request: \$62,600.00

**City Administrator Comments:**

For discussion.

**Community Engagement:**

A communications and outreach strategy is planned and will be ready to launch in advance of the August 1 start date.

**Strategic Goals:**

Goal 3 - Promote a Safe and Vibrant Community

**Legal Review Required?**

Complete

**CITY OF HYATTSVILLE  
ORDINANCE 2022-02**

**An Ordinance whereby the City Council amends Chapter 79 of the Hyattsville Code to implement a prohibition the use of gas-powered leaf blowers within the City's municipal boundaries as well as a gas-powered leaf blower rebate program.**

**WHEREAS**, the Maryland Code, Local Government Article, Section 5–202, as amended, authorizes the legislative body of each municipal corporation in the State of Maryland to pass ordinances that such legislative body deems necessary to assure the good government of the municipality, to protect and preserve the municipality's rights, property and privileges, to preserve peace and good order, to secure persons and property from danger and destruction, and to protect the health, comfort, and convenience of the citizens of the municipality;

**WHEREAS**, Section C3-1 of Article III of the City Charter grants to the City Council the power to pass all such ordinances, resolutions and laws not contrary to the Constitution and laws of the State of Maryland or this Charter as it may deem necessary for the good government of the City in order to promote health, safety, comfort, convenience, welfare and happiness of the residents of the City and visitors thereto and sojourners therein;

**WHEREAS**, the Hyattsville Environment Committee proposed to the City Council that the City Council amend Chapter 79 of the Code of the City of Hyattsville to implement a phased ban on the use of gas-powered leaf blowers within the City's municipal boundaries and a rebate program, under which eligible participants may provide gas-powered leaf blowers **to a contractor retained by the City to oversee the rebate program** and be compensated for a certain percentage of the cost associated with purchasing a replacement electric powered leaf blower; and

**WHEREAS**, on December 20, 2021, the City Council approved a motion, which directed staff to develop a communications and outreach strategy and to draft an ordinance amending Chapter 79 of the Hyattsville Code, Noise, to implement the proposed restrictions on the use of gas-powered leaf blowers within the City's municipal boundaries as well as the proposed rebate program.

**NOW, THEREFORE, BE IT ORDAINED**, by the City Council of the City of Hyattsville in regular session assembled that Chapter 79 of the Hyattsville Code be hereby amended to read as follows:

**Chapter 79 NOISE**

**§ 79-1. Definitions. [Amended 2-2-1983 by HB No. 3-83; 12-19-1983 by HB No. 15-83]**

For purposes of this chapter, the following words or terms shall have meanings ascribed to them:

**ANSI**

American National Standards Institute or its successor bodies.

1  
2 **CONSTRUCTION**

3 Any site preparation, assembly, erection, repair, alteration or similar activity.  
4

5 **DAYTIME HOURS**

6 8:00 a.m. to 6:00 p.m., local time.  
7

8 **DBA**

9 ~~Abbreviation for the sound level in decibels determined by the A-weighting network of a sound~~  
10 ~~level meter or by calculation from octave band or 1/3 octave band data.~~  
11

12 **DECIBEL (dB)**

13 ~~A unit of measure equal to 10 times the logarithm to the base 10 of the ratio of a particular sound~~  
14 ~~pressure squared to a standard reference pressure squared. For the purpose of this chapter, 20~~  
15 ~~micropascals shall be the standard reference pressure.~~  
16

17 **DEMOLITION**

18 Any dismantling, destruction or removal activities.  
19

20 **EMERGENCY**

21 Any occurrence or set of circumstances involving actual or imminent physical trauma or property  
22 damage which demands immediate action.  
23

24 **EVENING HOURS**

25 **6:00 p.m. to 10:00 p.m., local time**  
26

27 **NIGHTTIME HOURS**

28 **10:00 p.m. to 8:00 a.m., local time.**  
29

30 **NOISE**

31 The intensity, frequency, duration and character of sound, including sound and vibration of sub-  
32 audible frequencies.  
33

34 **NOISE POLLUTION**

35 ~~The presence of noise of sufficient loudness, character and duration, which, whether from a single~~  
36 ~~source or multiple sources, is, or may be predicted with reasonable certainty to be, injurious to~~  
37 ~~health or which unreasonably interferes with the proper enjoyment of property or with any lawful~~  
38 ~~business or activity.~~  
39

40 **PERSON**

41 Any individual, group of individuals, firm, partnership, voluntary association or private, public or  
42 municipal corporation, or political subdivision of the state.  
43

44 **SOUND LEVEL**

45 ~~In decibels, the weighted sound pressure level measured by the use of a sound level meter~~  
46 ~~satisfying the requirements of ANSI S1.4 1971 Specifications for Sound Level Meters. "Sound~~



Level" and noise level are synonymous. The weighting employed shall always be specified.

#### **SOUND LEVEL METER**

An instrument, meeting ANSI S1.4 1971 Specifications for Sound Level Meters, comprising a microphone, an amplifier, an output meter and frequency weighting network(s) that is used for the measurement of sound pressure levels in a specified manner.

#### **ZONING DISTRICT**

The general land use category as designated and defined in Subtitle 27, Zoning, of the Prince George's County Ordinances.

#### **§ 79-2. Noise standards. [Amended 2-23-1983 by HB No. 3-83]**

A. No person shall cause or permit, subject to the exceptions set forth in Section 79-2(B), noise to be generated from a residential property that is audible from a distance of fifty feet from the property line of the property where the noise originates, the following noise/sound levels measured at points on or within a property line or reasonably adjacent thereto of the source of said noise above the maximum permissible levels in a designated zoning district. Levels exceeding said permissible levels are prohibited.

Land Use	Day or Night Time Hours	Level (dBAs)
Industrial	Day	75
	Night	75
Commercial	Day	67
	Night	62
Residential	Day	60
	Night	50

#### **B. Exceptions:**

(1) Construction or demolition activities shall be permitted during ~~daytime hours~~, provided that such activity shall not exceed a level of 90 dBAs be audible from 150 feet from the property line of the property where said activities are occurring. Such activities shall not be audible from 50 feet from the property line during Evening Hours.

(2) Household tools and portable appliances in normal usage.

(3) Lawn care and snow removal equipment (daytime only), excluding the use of gas-powered leaf blowers, when used and maintained in accordance with the manufacturer's specifications.

(4) Agricultural field machinery when used and maintained in accordance with

1 manufacturer's specifications.

2  
3 (5) Blasting operations for demolition, construction and mining or quarrying (daytime  
4 only).

5  
6 (6) Motor vehicles on public roads.

7  
8 (7) Aircraft.

9  
10 (8) Motor vehicles or boats on state lands or waters.

11  
12 (9) Emergency utility operations.

13  
14 (10) Pile-driving equipment during the daytime hours of 8:00 a.m. to 5:00 p.m.

15  
16 (11) Sound not electronically amplified created by sporting, amusement and  
17 entertainment events and other public gatherings operating according to terms and  
18 conditions of the appropriate local jurisdictional body. This includes but is not limited to  
19 athletic contests, amusement parks, carnivals, fairgrounds, sanctioned auto racing facilities,  
20 parades and public celebrations.

21  
22 (12) Rapid rail transit vehicles and railroads.

23  
24 (13) Any activity causing noise if a variance for such activity and the noise resulting there  
25 from has been obtained from the environmental health administration of the Maryland Department  
26 of Health and Mental Hygiene or is being processed pursuant to the rules and regulations of that  
27 Department. This exception shall apply only to the extent of any such variance so granted or being  
28 processed.

29  
30 (14) Use of any machinery or vehicles by personnel of the State of Maryland or any  
31 political subdivision thereof.

32  
33 **§ 79-3. Loud and unnecessary noise prohibited. [Amended 2-23-1983 by HB No. 3-83]**

34  
35 It shall be unlawful for any person to make, continue or cause to be made or continued any of the  
36 following noises, which are hereby declared to be loud and unnecessary.

37  
38 A. The sounding of any horn or signaling device on any automobile, motorcycle or other  
39 vehicle on any street, way, avenue or alley or other public place of the City, except as a danger  
40 warning; the creation by means of any such signaling device of any unreasonably loud or harsh  
41 sound; the sounding of any such device for any unnecessary or unreasonable length of time; the  
42 use of any signaling device except one operated by hand or electricity; the use of any horn, whistle  
43 or other device operated by engine exhaust; and the use of any such signaling device when traffic  
44 is for any reason held up.

45  
46 B. Use of radios, phonographs and musical instruments.

(1) The using of, operating of or permitting to be played, used or operated any radio receiving set, musical instrument, phonograph or other machine or device for the producing or reproducing of sound in such manner as to disturb the peace, quiet and comfort of the neighboring inhabitants or at any time with louder volume than is necessary for convenient hearing for the person or persons who are in the room, vehicle or chamber in which such machine or device is operated and who are voluntary listeners thereto.

(2) The using of, operating of or permitting to be played, used or operated any radio receiving set, musical instrument, phonograph or other machine or device for the producing or reproducing of sound **during Nighttime Hours** in such a manner as to be plainly audible at a distance of 50 feet from the building, structure or vehicle in which it is located.

C. Yelling, shouting, hooting, whistling and singing.

(1) Yelling, shouting, hooting, whistling or singing on the public streets or from private property at any time or place so as to annoy or disturb the quiet, comfort or repose of persons in any dwelling, hotel or other type of residence or any persons in the vicinity.

(2) Yelling, shouting, hooting, whistling or singing on the public streets or private property at any time or place in such a manner as to be plainly audible at a distance of 50 feet from the building, structure or vehicle from which the noise emanates.

D. The operation of any vehicle equipped with any broadcasting, record-playing or amplification system when any music, the human voice or any other noise shall be broadcast from said vehicle.

**§ 79-4. Responsibility of property owner. [Amended 2-23-1983 by HB No. 3-83]**

Any owner of property who shall permit loud and unnecessary noise or noise which is in violation of the level established by this chapter shall be subject to the penalties hereof.

**§ 79-5. Violations and penalties. [Added 3-3-1980 by HB No. 6-80; amended 8-2-1982 by HB No. 13-82, 6-1-1998 by HR 98-03, 7-16-2001 by HB No. 01-03, 12-3-2007 by HO-2007-14]**

A. Violations of this chapter shall be punishable as a municipal infraction as provided in Chapter 20 of this Code. The fine for any single initial violation shall be \$100.00, and the fine for each repeat of that offense shall be \$200.00, except as otherwise specified in Section 79-5(B).

B. Effective July 1, 2024, violations of Section 79-6(B) will be addressed by the City in the following manner:

(1) For any first offense, the City will issue a warning to the property owner or person responsible for the violation.

(2) For any second offense, the City will issue a warning to the property owner or

1 person responsible for the violation, which shall include a notice informing them that the  
2 City will issue a municipal infraction for any subsequent violations.

3  
4 (3) For any third offense, violations will be punishable as a municipal infraction as  
5 provided in Chapter 20 of this Code. The City shall issue a citation to the property owner  
6 or person responsible for the violation. The fine for such a violation shall be \$100.00.

7  
8 (4) For any subsequent offenses, violations will be punishable as municipal infractions  
9 as provided in Chapter 20 of this Code. The City shall issue citations to the property owner  
10 or person responsible for the violation. The fines for such violations shall be \$250.00.

11  
12 **§ 79-6. Gas-Powered Leaf Blower Ban.**

13  
14 The City will implement a phased ban on the use of gas-powered leaf blowers within the City's  
15 municipal boundaries, as follows:

16  
17 A. On or before August 1, 2022, the City, including City staff and contractors acting on behalf  
18 of the City, will cease using gas-powered leaf blowers.

19  
20 B. Effective July 1, 2024, the use of gas-powered leaf blowers will be prohibited within the  
21 City's municipal boundaries.

22  
23 **§ 79-7. Gas-Powered Leaf Blower Rebate Program.**

24  
25 A. Eligibility. To participate in the City's gas-powered leaf blower rebate program, one must  
26 be either:

27  
28 (1) A person owning a home within the City's municipal boundaries; or

29  
30 (2) A landscaping contractor that provides services to at least ten (10) properties located  
31 within the City's municipal boundaries.

32  
33 (3) Eligibility to participate in the City's gas-powered leaf blower rebate program shall not  
34 be conditioned on a resident's or a landscaping contractor's citizenship or immigration  
35 status.

36  
37 B. The Rebate Program. During the applicable periods of the gas-powered leaf blower rebate  
38 program, as set forth in Subsection (D), the rebate program will operate in the following manner:

39  
40 (1) A homeowner or landscaping contractor must purchase an electric leaf blower to  
41 be eligible to participate in the rebate program.

42  
43 (2) Trade in events will be arranged for or held at the discretion of the Director of  
44 Public Works.

45  
46 (3) At a trade in event, the homeowner or landscaping contractor will submit the

1 following:

2 (a) Proof of residency;

3 (b) A receipt, or other proof of purchase, evidencing the amounts expended by  
4 the eligible homeowner or the landscaping contractor in purchasing an electric leaf  
5 blower;

6 (c) An operable gas-powered leaf blower that is owned by the eligible  
7 homeowner or landscaping contractor, which will be forfeited in exchange for the  
8 rebate;

9 (d) The electric-leaf blower purchased by the eligible homeowner or  
10 landscaping contractor to replace the gas-powered leaf blower; and

11 (e) For eligible landscaping contractors, a list of at least ten (10) properties  
12 located within the City's municipal boundaries upon which the landscaping  
13 contractor provides landscaping services.

14 (4) Upon satisfying the conditions set forth in Subsection (2), the Contractor  
15 responsible for oversight of the rebate program will begin processing a rebate for the  
16 eligible homeowner or landscaping contractor, based on the percentages set forth in  
17 Subsection (D).

18 C. Restrictions. The following restrictions shall apply to the City's gas-powered leaf blower  
19 rebate program:

20 (1) Trade-ins shall be limited to one (1) gas-powered leaf blower per eligible household  
21 or up to three (3) gas-powered leaf blowers for eligible landscaping contractors.

22 (2) Eligible residents may not trade-in gas-powered leaf blowers that are owned by  
23 anyone other than a resident who maintains a household within the City's municipal  
24 boundaries. In the event of a violation of this Subsection, the violator will be issued a fine  
25 not to exceed \$100.00.

26 (3) Eligible landscaping contractors may not trade-in gas powered leaf blowers for  
27 other contractors. In the event of a violation of this Subsection, the violator will be issued  
28 a fine not to exceed \$250.00.

29 D. The Gas-Powered Leaf Blower Rebate Program. The gas-powered leaf blower rebate  
30 program shall be implemented in a phased structure, as set forth below:

31 (1) From August 1, 2022 through July 1, 2023:

32 (a) Eligible homeowners will be reimbursed for 75% of the value of an electric  
33 leaf blower purchased to replace a gas-powered leaf blower, in an amount not to

1           exceed \$150.

2  
3           (b) Eligible landscaping contractors will be reimbursed for 75% of the value of  
4           electric leaf blowers purchased to replace gas-powered leaf blowers, in an amount  
5           not to exceed \$900, or a maximum rebate of \$300 per each electric leaf blower  
6           purchased.

7  
8           (2) From July 1, 2023 through January 1, 2024:

9  
10           (a) Eligible homeowners will be reimbursed for 50% of the value of an electric  
11           leaf blower purchased to replace a gas-powered leaf blower, in an amount not to  
12           exceed \$100.

13  
14           (b) Eligible landscaping contractors will be reimbursed for 50% of the value of  
15           electric leaf blowers purchased to replace gas-powered leaf blowers, in an amount  
16           not to exceed \$600, or a maximum rebate of \$200 per each electric leaf blower  
17           purchased.

18  
19           (3) From January 1, 2024 through July 1, 2024:

20  
21           (a) Eligible homeowners will be reimbursed for 25% of the value of an electric  
22           leaf blower purchased to replace a gas-powered leaf blower, in an amount not to  
23           exceed \$50.

24  
25           (b) Eligible landscaping contractors will be reimbursed for 25% of the value of  
26           electric leaf blowers purchased to replace gas-powered leaf blowers, in an amount  
27           not to exceed \$300, or a maximum rebate of \$100 per each electric leaf blower  
28           purchased.

29  
30           (4) The City's gas-powered leaf blower rebate program shall end on July 1, 2024. After  
31           that date, the City will not accept trade-ins of gas-powered leaf blowers and no rebate shall  
32           be provided.

33  
34           E. Disposal of Gas-Powered Leaf Blowers. Any gas-powered leaf blowers received by the  
35           City pursuant to the gas-powered leaf blower rebate program will be safely disposed of.

36  
37           **AND BE IT FURTHER ORDAINED** that a fair summary of this ordinance shall  
38           forthwith be published in twice in a newspaper having general circulation in the City and otherwise  
39           be made available to the public;

40           **INTRODUCED** by the City Council of the City of Hyattsville, Maryland, at a  
41           regular public meeting on June 6, 2022.

42  
43           **ADOPTED** by the City Council of the City of Hyattsville, Maryland at a regular  
44           public meeting on June 21, 2022.

1 Adopted: \_\_\_\_\_  
2  
3

4 Attest: \_\_\_\_\_  
5

6 Laura Reams, City Clerk  
7

Robert Croslin, Interim Mayor

8 **Effective Date: June 11, 2022** \_\_\_\_\_  
9  
10

11 **Explanatory Note:**

- 12 1. Underlining indicates language being added to the Code.  
13 2. ~~Strikethrough~~ indicates language being deleted from the Code.  
14



# City of Hyattsville

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

## Agenda Item Report

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**File #:** HCC-396-FY22

6/6/2022

8.i.

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

**Item Title:**

**Small Business Emergency Relief Programs**

**Suggested Action:**

I move the Mayor and Council allocate and authorize the expenditure of \$1,000,000 for business emergency relief programs. Funds will be allocated into two programs:

1. \$900,000 for general emergency relief needs of Hyattsville small businesses, which will provide awards up to \$25,000 for small businesses licensed by and located within the City of Hyattsville who experienced negative economic impacts during the COVID-19 pandemic. Exclusions and other conditions apply.
2. \$100,000 for a permit expediting program to assist new and existing businesses in the City with expediting permit applications with Prince George's County, authorizing up to \$2,500 reimbursement for services provided by an approved list of vendors.

**Summary Background:**

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

Small Business Emergency Relief

Businesses have experienced many pandemic-related harms, ranging from loss of revenue to increased costs to manage COVID-19 mitigation. The general relief program will allow businesses to establish the way they have experienced pandemic-related harm and apply for relief funds of up to \$25,000 per business.

Awards will be tiered - \$5,000 for eligible Class 1 businesses, \$15,000 for eligible Class 2 businesses, and \$25,000 for eligible Class 3 businesses.

Small Business Permit Expediting

Businesses have also reported a significant delay in processing permit applications with the County for things like expanding outdoor dining, renovating existing properties, and opening or expanding businesses. The City's permit expediting program will help businesses process permit applications and move business operations forward months faster than if they were to do so without expediting services. The program utilizes authorized vendors under Prince George's County's Peer Review Program to conduct permit request reviews, processing requests up to 50% faster than the standard review process.

The permit expediting services will be reimbursed up to \$2,500. This program will be available to all small businesses in



Hyattsville, regardless of business license classification. The attached memorandum provides draft details about eligibility criteria and funding limitations for both programs. Both business relief programs will be operated by City staff.

**Next Steps:**

Staff will develop program management systems and expect to have the program operational in Summer 2022.

**Fiscal Impact:**

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

**City Administrator Comments:**

Recommend approval.

**Community Engagement:**

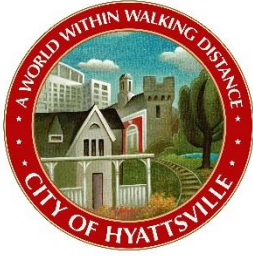
An extensive community engagement process has been undertaken to gather information about community business needs. This program will include further direct engagement with businesses as program staff works to assist individuals with application submissions.

**Strategic Goals:**

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

**Legal Review Required?**

Choose an item.



# Memo

To: Mayor and City Council  
CC: Tracey Nicholson, City Administrator  
From: Patrick A. Paschall, American Rescue Plan Program Manager  
Date: May 31, 2022  
Re: Small Business Emergency Relief Programs

---

The purpose of this memorandum is to provide background on the Small Business Emergency Relief and Permit Expediting programs being presented to Council for review.

The City of Hyattsville has been awarded \$17.9 million under the American Rescue Plan Act, which is intended to be used for reinvestment back into our community focusing both on immediate pandemic-related needs of our community and addressing structural barriers that were exacerbated during the pandemic. After collecting extensive feedback from the public, the City has decided to establish emergency relief programs for individuals, small businesses, and nonprofits within the City. This memorandum provides background details on the Small Business relief programs.

## Small Business Emergency Relief

Businesses have experienced many pandemic-related harms, ranging from loss of revenue to increased costs to manage COVID-19 mitigation. The general relief program will allow businesses to establish the way they have experienced pandemic-related harm and apply for relief funds of up to \$25,000 per business.

### *Eligibility Criteria:*

1. Located in the City of Hyattsville
2. Small Business
  - a. Under 250 employees
  - b. Independently owned and operated

3. Maintains a current Class 1, 2, or 3 Business License and is in good standing with the City of Hyattsville
  - a. Class 1 — Mall/outdoor kiosks (defined as a free-standing semi-permanent display without walls). Businesses within (Salon Plaza 2970 Belcrest Drive, Phoenix Salon 3704 East West Highway, 4318 Gallatin Street)
    - i. Award Amount: \$5,000
  - b. Class 2 — Retail or wholesale food, meat, produce, seafood, dairy products, bakeries, drug stores, convenience stores, hardware, paint, florists, jewelers, floor service, clothing, glass companies, furniture, dry cleaning, laundromat, carpet cleaning, appliance sales/service, barber shop, beauty shop, upholsterer, tailor, shoe repair, funeral home, car wash, photography studio, exterminator, fire extinguishers/smoke detector sales/service, heating/air conditioning contractors (excluding on-site storage yard), fitness salon or health spa, and other general merchandise not specifically listed **with interior square feet of less than 10,000 square feet**
    - i. Award Amount: \$15,000
  - c. Class 3 — Private education institutions (including nursery school or licensed day care centers), nursing and convalescent care homes, restaurants, and newspaper publishing
    - i. Award Amount: \$25,000
4. Business was fully operational in February 2020.
5. Business is currently fully operational.
6. Demonstration of Negative Economic Consequences during the COVID-19 pandemic, must meet any one of the below factors:
  - a. Business NAICS designation is part of the Travel, Tourism, or Hospitality industries:
    - i. Arts, Entertainment, and Recreation (NAICS 71):
      - A. Performing arts, spectator sports, and related industries (NAICS 711)
      - B. Performing arts companies, spectator sports, promoters of performing arts/sports/similar events, agents and managers of artists/athletes/entertainers/other, independent artists, writers, and performers
      - C. Museums, historical sites, and similar institutions (NAICS 712)
      - D. Amusement, gambling, and recreation industries (NAICS 713)
      - E. Amusement parks, arcades, gambling industries, other amusement and recreation industries (tours, sports teams, etc.)
    - ii. Accommodation and Food Services (NAICS 72):
      - A. Accommodations (NAICS 721)
      - B. Traveler accommodations, RV parks and recreational camps, rooming and boarding houses
      - C. Food Services and Drinking Places (NAICS 722)
      - D. Full-service restaurants, limited-service eating places, special food services (caterers, food service contractors, mobile food services), drinking places (alcoholic beverages)
  - b. Business NAICS designation is part of the Personal Care Services industry (NAICS 8121)
    - i. Barber Shops (NAICS 812111):
      - A. Hair stylist services (men's), Hair stylist shops men's
    - ii. Beauty Salons (NAICS 812112):
      - A. Beautician services, Beauty parlors, Beauty salons, Beauty shops, Cosmetology salons or shops, Esthetician (i.e., skin care) services, Facial salons, Hair stylist salons or shops (unisex or women's), Hair stylist

- services (unisex or women's), Hairdresser services, Hairdressing salons or shops (unisex or women's), Makeup (except permanent) salons, Unisex hair stylist shops, Beauty and barber shops, combined
  - iii. Nail Salons (NAICS 812113):
    - A. Manicure and pedicure salons, Manicurist services, Nail salons, Pedicure and manicure salons, Pedicurist services
  - iv. Other Personal Care Services (NAICS 812199):
    - A. Baths, steam or Turkish; Color consulting services (i.e., personal care services), Day spas, Depilatory (i.e., hair removal) salons; Ear piercing services, Electrolysis (i.e., hair removal) salons, Hair removal (i.e., depilatory, electrolysis, laser, waxing) services, Hair replacement services (except by offices of physicians), Hair weaving services, Makeup salons (permanent), Massage parlors, Saunas, Scalp treating services, Steam baths, Sun tanning salons, Tanning salons, Tattoo parlors, Turkish bathhouses, Turkish baths
  - c. Business is located inside a Qualified Census Tract
  - d. Business establishes financial harm by showing 2019, 2020, and 2021 federal and state tax returns, indicating an operating loss, reduction in revenue, or decrease in net profits.
    - i. Note: Businesses who establish Negative Economic Consequences by showing federal and state tax returns are limited in award amount to the actual harm established, if less than the award amount designated for the appropriate business class.
7. Program Exclusions:
- a. Professional Offices, including medical, property management, attorneys, and other offices
  - b. National chains and franchises
  - c. All motor vehicle repair, paint/body shops, new/used car, boat, recreational vehicle sales (including trailers), boat sales, new/used auto parts sales, gas stations, banks, trust companies, savings and loan, loan companies (payday loans), industrial establishments, manufacturing or rebuilding plants, warehouses, contractor yards, machine/welding shops, recreational establishments including movie theaters, bowling alleys, arcades, and billiards (except as an accessory to a restaurant)
  - d. Big box, department, clothing, retail, furniture, fitness gym, heating/AC service contractors, warehouses, manufacturing plants, laundromats, grocery, hardware stores, and any other general merchandise store **with an interior area of over 10,000 square feet**

#### Small Business Permit Expediting

Businesses have also reported a significant delay in processing permit applications with the County for things like expanding outdoor dining, renovating existing properties, and opening or expanding businesses. The City's permit expediting program will help businesses process permit applications and move business operations forward months faster than if they were to do so without expediting services. The program utilizes authorized vendors under Prince George's County's Peer Review Program to conduct permit request reviews, processing requests up to 50% faster than the standard review process. The permit expediting services will be reimbursed up to \$2,500.

*Eligibility Criteria:*

1. Located in the City of Hyattsville
2. Small Business
  - a. Under 250 employees
  - b. Independently owned and operated
3. Maintains a current Class 1, 2, or 3 Business License and is in good standing with the City of Hyattsville, OR applicant is requesting a permit for the purpose of opening a new business location within the City.
4. Reimbursement of up to \$2,500 for building permit expediting. Reimbursement is only eligible for expediting service, not for the County's permit fees.
5. Program Limitations:
  - a. Services must be provided by a County Approved Peer Review Program approved vendor: <https://www.princegeorgescountymd.gov/1494/Peer-Review-Program>
  - b. Each business applicant is eligible for up to one reimbursement for permit expediting.

Conclusion

Upon review and approval by Council, staff expects to develop these programs and have applications available during Summer 2022.



# City of Hyattsville

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

## Agenda Item Report

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**File #:** HCC-397-FY22

6/6/2022

8.j.

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Submitted by: Patrick A. Paschall, American Rescue Plan Program Manager

Submitting Department: Finance

Agenda Section: Action

**Item Title:**

**Nonprofit Emergency Relief Programs**

**Suggested Action:**

I move that the Mayor and Council allocate and authorize expenditure of \$1,000,000 for nonprofit emergency relief programs. Program funds will be allocated into two programs:

1. \$900,000 for general emergency relief needs of eligible Hyattsville non-profits, authorizing up to \$25,000 per non-profit.
2. \$100,000 for a childcare assistance program fund, authorizing up to \$25,000 per eligible child care provider.

**Summary Background:**

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

Nonprofit Emergency Relief Fund

Nonprofits have experienced many pandemic-related harms, ranging from loss of revenue to increased costs to manage COVID-19 mitigation. In addition, many nonprofits have offered additional services during the pandemic without a source of revenue for those new programs, which the federal government considers a pandemic-related financial loss for a non-profit organization.

To address this need, the City will offer a \$900,000 general relief program for nonprofit organizations, providing relief of up to \$25,000 for nonprofit organizations that primarily serve the City of Hyattsville.

Childcare Assistance Fund

The City has heard from residents about the lack of affordable childcare options, as an estimated 50% of childcare centers across the state of Maryland have not reopened after pandemic-related closures. This leaves families with fewer options for childcare and drives up costs.

The City of Hyattsville will establish a \$100,000 Childcare Assistance Fund to provide assistance of up to \$25,000 to childcare providers for offering additional childcare and aftercare spaces to low- and moderate-income households. Eligible uses "can include new or expanded services, increasing access to services, efforts to bolster, support, or preserve existing providers and services, and similar activities." (SRFLF Final Rule, at p. 96-97)

The attached memorandum provides additional detail about eligibility and funding limitations for each program.

**Next Steps:**

Staff will develop program management systems and expect to have the program operational in Summer 2022.

**Fiscal Impact:**

\$1,000,000 using American Rescue Plan Act funds.

**City Administrator Comments:**

Recommend Support.

**Community Engagement:**

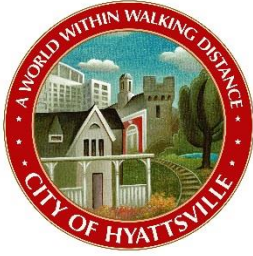
An extensive community engagement process has been undertaken to gather information about community business needs. This program will include further direct engagement with nonprofits as program staff works to assist individuals with application submissions.

**Strategic Goals:**

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

**Legal Review Required?**

Choose an item.



# Memo

To: Mayor and City Council  
CC: Tracey Nicholson, City Administrator  
From: Patrick A. Paschall, American Rescue Plan Program Manager  
Date: May 31, 2022  
Re: Nonprofit Emergency Relief Programs

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The purpose of this memorandum is to provide background on the Nonprofit Emergency Relief programs, including the Nonprofit Emergency Relief Fund and the Childcare Assistance Fund, being presented to Council for review.

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

## Nonprofit Emergency Relief Fund

Nonprofits have experienced many pandemic-related harms, ranging from loss of revenue to increased costs to manage COVID-19 mitigation. In addition, many nonprofits have offered additional services during the pandemic without a source of revenue for those new programs, which the federal government considers a pandemic-related financial loss for a non-profit organization.

To address this need, the City will offer a \$900,000 general relief program for nonprofit organizations, providing relief of up to \$25,000 for nonprofit organizations that primarily serve the City of Hyattsville.

There are approximately seventy 501(c)(3) nonprofit organizations registered with the IRS and located within the incorporated City of Hyattsville, though many of those organizations are expected to be ineligible because they are not currently operational or do not primarily serve the City of Hyattsville and its residents. There are an unknown number of additional nonprofits that are located outside the City but primarily serve the City or its residents (e.g., a nonprofit located outside the City primarily serves



four communities, including Hyattsville, and can establish through its mission and/or finances that it primarily serves Hyattsville). City staff are aware of a few organizations located outside the City that may be eligible for relief.

*Eligibility Criteria:*

1. Organization demonstrates that it provides all or a primary portion of its programs and services in the City of Hyattsville, and for the benefit of the City of Hyattsville. Preference for organizations with locations inside the incorporated bounds of the City.
2. Eligible entities include nonprofits that are organizations with a 501(c)(3) or 501(c)(19) nonprofit status under the Internal Revenue Service Code. For-profit entities are not eligible.
3. Organization was fully operational in February 2020.
4. Organization is currently fully operational.
5. Organization must be in good standing with the Maryland State Department of Assessments and Taxation.
6. Demonstration of Negative Economic Consequences during the COVID-19 pandemic by showing 2019, 2020, and 2021 IRS Form 990, indicating decreased revenue, financial insecurity, increased costs (e.g. uncompensated increases in service need), or challenges covering payroll, rent or mortgage, or other operating costs.
  - a. Note: Organizations are limited in award amount to the actual harm established, if less than the award amount designated for the appropriate business class.

*Funding Limitations:*

Eligible nonprofit organizations may receive the lesser of \$25,000 or their total established Negative Economic Impact. Nonprofits must provide data to indicate the proportion of its overall budget that serves the City of Hyattsville and its residents. Award amounts are limited to the actual loss indicated by financial records and the proportion of programming provided to the City of Hyattsville and its residents.

Childcare Assistance Fund

The City has heard from residents about the lack of affordable childcare options, as an estimated 50% of childcare centers across the state of Maryland have not reopened after pandemic-related closures. This leaves families with fewer options for childcare and drives up costs.

Under this program, the City of Hyattsville will establish a \$100,000 Childcare Assistance Fund to provide assistance of up to \$25,000 to childcare providers for offering additional childcare and aftercare spaces to low- and moderate-income households. Eligible uses “can include new or expanded services, increasing access to services, efforts to bolster, support, or preserve existing providers and services, and similar activities.” (SRFLF Final Rule, at p. 96-97)

*Eligibility Criteria:*

The City will publish a Request for Proposals with evaluation criteria, and applications will be reviewed by a committee of City staff, including the Treasurer and American Rescue Plan Program Manager.

The Childcare Assistance Fund will accept applications from organizations, whether for-profit or not-for-profit, who meet the eligibility criteria defined below and propose effective interventions that increase availability of affordable childcare options in the City of Hyattsville. Successful applications must:

- Conduct operations within the City of Hyattsville
- Provide services to residents of the City of Hyattsville
- Provide details about how the proposal will increase availability of affordable childcare within the City. Examples of likely eligible projects include:
  - Staff training costs for employees to become trained as licensed childcare providers, including staff salaries during training and onboarding.
  - Temporarily subsidizing seats in childcare centers for low-income families.
  - Costs associated with becoming a licensed childcare center or family childcare provider, including one-time startup costs or physical building alterations.

*Funding Limitations:*

Award amounts are limited to \$25,000 per application. The Childcare Assistance Fund may not be used to cover ongoing staff costs or overhead for the provision of childcare, however can be used to pay for the training and onboarding of new in-classroom childcare providers.

Conclusion

Upon review and approval by Council, staff expects to develop these programs and have applications available during Summer 2022.