City of Hyattsville

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



Agenda Regular Meeting

Register in advance for this webinar: https://us06web.zoom.us/webinar/register/WN_1O_PPdDMSfGV8euBzD4y1Q

> Monday, August 1, 2022 7:00 PM

> > Virtual

City Council

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

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

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

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

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

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

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

HCC-42-FY23

City Council

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, August 1, 2022 remotely via video conference. The Council meeting will be conducted entirely remotely; there will be no in-person meeting attendance.

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- 1. Call to Order and Council Roll Call
- 2. Pledge of Allegiance to the Flag
- 3. Approval of Agenda
- 4. Approval of the Minutes

4.a. Approval of the Minutes

I move that the Mayor and Council approve the Council Meeting Minutes of May 2, 2022 and July 18, 2022.

Sponsors: City Administrator

Department: City Clerk

Attachments: MeetingMinutes July18 2022Final Meeting Minutes May02 2022Final

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

6. Community Notices and Meetings

7.

8.

6.a.	Main City Calendar: August 2, 2022 - September 18, 2022 HCC-39-FY2			
	N/A			
	Sponsors:	City Administrator		
	Department:	City Clerk		
	Attachments:	<u>City Calendar August 2, 2022 - September 18, 2022.pdf</u>		
City Administrator Update (7:20 p.m 7:40 p.m.)				
Presentations (7:40 p.m 8:10 p.m.)				
8.a.	3325 Toledo Road - Preliminary Plan of Subdivision <u>HCC-47-FY</u>		HCC-47-FY23	
	Presentation Only.			
	Sponsors:	City Administrator		
	Department:	Community & Economic Development		
	Attachments:	325 Toledo Road_City Council Materials_08.01.2022.pdf		

9. Proclamations

9.a. Proclamation Honoring the 50th Anniversary of Chichie's Pet Boutique HCC-38-FY23

I move that the Mayor and Council adopt a proclamation in honor of Chichie's Pet Boutique and their 50 years of business serving the residents of the City of Hyattsville.

 Sponsors:
 City Administrator

 Department:
 City Clerk

 Attachments:
 CM 0801_22 Honoring Chichie's Pet Boutique 50th Anniversary.pdf

10. Consent Items (8:10 p.m. - 8:15 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.

HCC-11-FY23

HCC-30-FY23

10.a. FY23 Building Cleaning Contract Expenditure

I move that the Mayor and Council authorize an expenditure to Sentral Services for an amount not the exceed \$100,000 for the FY23 portion of the Building Cleaning Contract.

Sponsors:	City Administrator
Department:	Public Works
Attachments:	210315 - HCC-252-FY21 - building cleaning contract.pdf

10.b. Purchase of a Street Division Truck

I move that the Mayor and Council authorize the purchase of a 2022 Chevrolet Silverado 3500HD from Criswell Fleet Sales, with upfitting provided by Moxley Truck Equipment and Priority Install for a total expenditure not to exceed \$75,000 pending legal review.

Sponsors:	City Administrator
Department:	Public Works
Attachments:	Chevrolet MA-4505 Renewal 1 Expires 10-31-22-min.pdf
	<u>Chevrolet.pdf</u>
	Hyattsville Moxley Quote.pdf
	Hyattsville Crew Cab 3500.pdf
	Priority Quote for Hyattsville.pdf

10.c. Installation of Electrical Service at Heurich Park for the Portland Loo

HCC-31-FY23

I move that the Mayor and Council authorize the City Administrator to accept the proposal from District Electrical Services (DES) for the installation of electrical service at Heurich Park in preparation for installation of a Portland Loo for an expenditure not to exceed \$24,000.

Sponsors:City AdministratorDepartment:Public WorksAttachments:Proposal for Portland Loo at Heurich Park (07-12-2022)

HCC-32-FY23

HCC-33-FY23

10.d. Truck Rentals for FY23

I move that the Mayor and Council authorize an expenditure not to exceed \$75,000 to United Rentals for the temporary rental of pickup trucks and dump trucks for FY23, utilizing the Sourcewell Collective Purchasing Agreement #062320-URI.

Sponsors:	City Administrator
Department:	Public Works
Attachments:	220722 - quote - united rentals annual truck rentals

10.e. Installations of Bioretention Plantings on Wells Blvd/Pkwy

I move that the Mayor and Council approve an expenditure not to exceed \$30,000 to SMC for the installation of bioretention facilities on Wells Boulevard/Parkway utilizing their existing contract.

Sponsors:City AdministratorDepartment:Public WorksAttachments:ES-22-132 Wells Boulevard Landscaping Task Order

10.f. Design and Permitting of Sewage Connections for the Portland Loos HCC-35-FY23

I move that the Mayor and Council authorize an expenditure not to exceed \$185,000 to JMT for the design and permitting of sewer connections for two Portland Loos, utilizing their existing contract.

 Sponsors:
 City Administrator

 Department:
 Public Works

 Attachments:
 Proposal for TO60A R1 Hyatt Park Portland Loo 01212022

 Proposal for TO60B R1 Heurich Park Portland Loo 01212022

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Monday, August 1, 2022 7:00 PM

Inventory and Assessment of Rain Gardens and Bioretention Facilities 10.g. Citywide

I move that the Mayor and Council authorize an expenditure not to exceed \$25,000 to SMC for inventory and assessment of existing Rain Gardens and Bioretention Facilities on the existing contract.

Sponsors:	City Administrator
Department:	Public Works
Attachments:	2022 06 20 Task Order 17 Maintenance Program (1)

10.h. Construction of a Concrete Pad at the DPW Facility

I move that the Mayor and Council authorize the City Administrator to accept the proposal from NZI Construction for the construction of a concrete pad at the 4633 Arundel Place building for an expenditure not to exceed \$20,000.

Sponsors: **City Administrator**

Department: **Public Works**

proposal_DPW Concrete Pad Old Shop Area (1) Attachments:

10.i. Renewal of Contract: SeeClickFix Citizen Request Software

I move the Mayor and Council authorize the City Administrator to renew the City's contract with CivicPlus for the use of SeeClickFix citizen request software, for a term of up to three (3) years at a cost NTE \$15,450 for year-one, \$15,913.50 for year-two, and \$16,390.91 for year-three. The total three-year contractual value will not exceed \$47,755, upon the review and approval by the City Attorney for legal sufficiency.

City Administrator Sponsors:

City Clerk Department:

Attachments: MD - Hyattsville - Renewal Ex A - 02212022

Agenda Regular Meeting

HCC-36-FY23

HCC-37-FY23

HCC-41-FY23

HCC-44-FY23

10.j. Installation of Cool Green Bus Shelters

I move the Mayor and Council approve the City Administrator to enter a contract with Living Canopies for the installation and maintenance of ten (10) Cool Green Bus Shelters in the City of Hyattsville, costs not to exceed \$115,000, upon the review and approval of the City Attorney for legal sufficiency.

Sponsors:	City Administrator
Department:	Public Works
Attachments:	LivCan Proposal 2022 - Hyattsville GSX450 22007

10.k. Special Use Agreement - Hyattsville Elementary School PTA Zombie Run HCC-45-FY23

I move the City Council authorize the City Administrator to execute a Special Use Agreement with Hyattsville Elementary School Parent Teacher Association (PTA) for the use of David C. Driskell Community Park and select City streets for its Annual Zombie Run, scheduled for Saturday, October 15, 2022.

Sponsors: **City Administrator Community Services** Department:

Attachments: 2022 Zombie Run Use Agreement

10.I. Special Use Agreement - Route 1 Velo 2022 Cyclocross Race

I move the City Council authorize the City Administrator to execute a Special Use Agreement with Route 1 Velo for the use of David C. Driskell Park for its Annual Cyclocross bicycle race, scheduled for Sunday, October 9, to include set-up in the afternoon of Saturday, October 8.

Sponsors: City Administrator

Department: **Community Services**

Attachments: 2022 Cyclocross Special Use Agreement - Final

11. Discussion Items (8:15 p.m. - 8:30 p.m.)

Proposed Revisions to Chapter 8, Election Code for Campaign Finance 11.a. Reporting

For Discussion.

City Administrator Sponsors:

Department: City Clerk HCC-46-FY23

HCC-48-FY23

12. Council Dialogue (8:30 p.m. - 8:40 p.m.)

13. Motion to Adjourn



Agenda Item Report

File #: HCC-42-FY23

8/1/2022

4.a.

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

Item Title: Approval of the Minutes

Suggested Action:

I move that the Mayor and Council approve the Council Meeting Minutes of May 2, 2022 and July 18, 2022.

Summary Background:

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

Next Steps:

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

Fiscal Impact: N/A

City Administrator Comments: Recommend approval.

Community Engagement: N/A

Strategic Goals: Goal 1 - Ensure Transparent and Accessible Governance

Legal Review Required? N/A

City of Hyattsville

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Meeting Minutes Monday, July 18, 2022 7:00 PM

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Virtual

City Council

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ADMINISTRATION

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1. Call to Order and Council Roll Call

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

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

 Present:
 Mayor Robert Croslin

 Council Member Joanne Waszczak

 Council Member Ben Simasek

 Council Member Jimmy McClellan

 Council Member Edouard Haba

 Council Member Daniel Peabody

 Council Member Joseph Solomon

 Council Member Rommel Sandino

 Absent:
 Council Vice-President Danny Schaible

 Council Member Sam Denes

2. Pledge of Allegiance to the Flag

HCC-7-FY23

3. Approval of Agenda

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

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

Absent: Schaible, and Denes

4. Approval of the Minutes

4.a. Approval of the Minutes

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

Sponsors: City Administrator

Attachments: MeetingMinutesJune 21 2022

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

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

Absent: Schaible, and Denes

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

Written Public Comments:

1. Chuck Perry provided a comment regarding his dissatisfaction with the investigation of an incident that occurred during a zoom meeting for Ward 1 residents.

2. Chuck Perry provided a comment in opposition to the proposed contract with Hyattsville Life and Times.

3. David Marshall provided a comment in opposition to the City's contract with the Hyattsville Volunteer Fire Department.

6. Community Notices and Meetings

6a. Main City Calendar: July 19, 2022 - August 1, 2022

HCC-5-FY23

N/A

Sponsors: City Administrator

Attachments: City Calendar July 19, 2022-August 1, 2022

7. City Administrator Update

City Administrator Tracey Douglas and Director of Community Services Sandra Shepherd gave updates on City related news and events.

HCC-24-FY23

8. Presentations (7:30 p.m. - 8:00 p.m.)

8.a. Special Ward 2 Election Presentation

Presentation Only

Sponsors: City Administrator

Attachments: Ward 2 Special Election - July 18 Presentation

City Clerk Laura Reams presented information about the October Ward 2 Special Election.

8.b. Update on See, Click, Fix: Citizen Request Software

HCC-25-FY23

Presentation Only.

Sponsors: City Administrator

Attachments: My Hyattsville

Communications Manager Cindy Zork and Bilingual Communications Supervisor Brayan Perez presented an update on See, Click, Fix, the City's 311 citizen request software.

Council Member Sandino asked if there is a manner to inform residents of the expected wait time for certain requests and the possibility of analyzing reoccurring issues.

Mr. Perez responded that the program could be used to create automated messages per category and that analyzing reoccurring issues will be addressed at the monthly staff meetings.

Council Member Waszczak asked about the information provided when closing a ticket and the difference between the City's program and the 311 app used by Prince George's County.

Mr. Perez provided the information that City staff enters when closing a ticket and Ms. Zork addressed the differences between See, Click, Fix and 311.

Council Member Simasek asked about how the City could help track issues that are not under the City's purview.

Mr. Perez responded that this could be addressed through future conversations with the See, Click, Fix vendor.

Appointments (8:00 p.m. - 8:05 p.m.)

a. Appointment to the Educational Facilities Task Force

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

Sponsors: Waszczak, Denes and Peabody

Attachments: Christianson_EFTF_Ward 2_redacted

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

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

Absent: Schaible, and Denes

b. Appointment to the Ethics Commission

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

Sponsors: Croslin

Attachments: Graham_Ethics Commission_Ward 2_redacted

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

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

Absent: Schaible, and Denes

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

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

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

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

Absent: Schaible, and Denes

HCC-4-FY23

City Council

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

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

Meeting Minutes

Sponsors: City Administrator

 Attachments:
 Resolution 2022-07 - Special Mayoral Vote by Mail Election 06.28.22

 EIC_FINAL
 BOSE Letter to City Council June 30 2022

9.b. Police Communications Agreement with the City of Hyattsville and City of Mount <u>HCC-2-FY23</u> Rainier

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

Sponsors: City Administrator

Attachments: Communications Agmt Mt. Rainie 062922 - KCK

9.c. FY23 Budget Appropriation: No Kid Hungry Grant Award

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

Sponsors: City Administrator

Attachments: Grant Agreement for City of Hyattsville No kid hungry FY23 (1)

9.d. FY23 - Landscaping Contract Expenditure

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

Sponsors: City Administrator

9.e. FY23 - Alley Maintenance Contract Expenditure

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

Sponsors: City Administrator

HCC-8-FY23

HCC-9-FY23

HCC-10-FY23

HCC-1-FY23

City Council

9.f. Adirondack Tree Experts Contract - Option Year 4

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

Meeting Minutes

City Administrator Sponsors:

9.g. Approval of Funding for FY23 Lease of 4629 Arundel Place

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

Sponsors: **City Administrator**

9.h. **Construction of a Submerged Gravel Wetland**

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

City Administrator Sponsors:

Attachments: 42nd Place Submerged Gravel Wetland SMC Proposal

9.i. **Purchase of two Mobile Refuse Collection Trucks**

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

City Administrator Sponsors:

Attachments: City of Hyattsville Sourcewell Quote

9.j. **Purchase of Samsara Vehicle Gateways**

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

Sponsors: City Administrator

Attachments: **MTKH056** HCC-15-FY23

HCC-14-FY23

HCC-12-FY23

HCC-13-FY23

HCC-16-FY23

18

HCC-18-FY23

HCC-26-FY23

9.k. Vehicle Maintenance Agreement - Hyattsville Volunteer Fire Department

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

Sponsors: City Administrator

Attachments: HVFD contract 5.31.22 -LR Review

9.1. Hyattsville Ordinance 2022-03: Authorizing the Issue and Sell of General <u>HCC-23-FY23</u> Obligation Bond Anticipation Notes (SECOND READING & ADOPTION)

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

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

Sponsors: City Administrator

Attachments: Ordinance 2022-03 Issuance of BANs

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

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

Sponsors: City Administrator

Attachments: <u>COH - MOU</u>

9.n. FY23 Budget Amendment: Gas Powered Leaf Blower Ban Communications Needs HCC-27-FY23

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

Sponsors: City Administrator

9.0. Letter of Support for Habit for Humanity Partnership Grant Opportunity

HCC-28-FY23

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

Sponsors: City Administrator

Attachments: COH RAMP Letter of Support MOU RAMP HHMM HAP 6.13.22 (1)

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

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

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

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

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

Sponsors: City Administrator

Attachments: Resolution 2022-08 Issuance and Sale General Obligation Bonds 3505 Hamilton St REV071422

Council Member Waszczak asked the City Treasurer to explain the dollar amount in the resolution.

City Treasurer Ron Brooks provided details on the cost of the project and the amount of the bond to be issued.

Council Member Waszczak asked for further clarity in relation to any change to the cost of the project in relation to the amount of the bonds.

Mr. Brooks responded that the City has additional funding to offset costs of the building. Director of Public Works Lesley Riddle and Deputy Director of Public Works Hal Metzler added that the project is expected to be completed within the current budget number.

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

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

Absent: Schaible, and Denes

10.b. Election of Council President

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

Sponsors: Haba

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

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

Absent: Schaible, and Denes

10.c. Community Planning Facilitation and Strategic Planning Consulting Services HCC-29-FY23

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

Sponsors: City Administrator

 Attachments:
 Memo - Community Sustainability Plan - Contract - 7.18.2022

 Planning Consulting Services RFP - Posted

Assistant City Administrator Jim Chandler provided background on the selection of the consultant.

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

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

Absent: Schaible, and Denes

11. Discussion Items (9:35 p.m. - 9:00 p.m.)

11.a. FY23 Hyattsville Life and Times Contract

HCC-20-FY23

For discussion. Proposed motion below.

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

Sponsors: City Administrator

City Clerk Laura Reams presented information regarding the proposed three year contract with Hyattsville Life and Times (HLT).

Emily Strab, on behalf of the HLT Board of Directors, presented information about the history of the paper, its connection to the community, and financial details related to the proposed increase in the contract amount.

Council Member Waszczak expressed her support for the contract.

Council Member Peabody asked for a breakdown of the operating budget for the HLT.

Ms. Strab provided the paper's 2022 fiscal year information.

Council Member Peabody asked for the anticipated increase in budget for 2023 fiscal year.

Ms. Strab responded that the proposed contract will allow the paper to cover the increasing costs the paper has endured over the past years.

Council Member Peabody asked for clarity around the need for the HLT in regards to the City's capacity to distribute information to residents.

Ms. Reams provided information regarding the advantage of the HLT distribution in relation to the Hyattsville Reporter and the associated costs.

Council Member Haba asked for a breakdown of the City's contribution to HLT in relation to what College Park contributed.

Ms. Stab provided the contribution amounts for Hyattsville and College Park.

Council Member Solomon expressed concern about printed mail as a method of communication and that HLT is presented as a primarily English paper given the large Spanish speaking population in the City.

Ms. Reams gave information about the various methods the City uses to communicate and Mr. Perez added information about how the City reaches out specifically to the Spanish speaking population.

Ms. Strab provided information about how HLT reaches out to the Spanish speaking community.

Council Member Waszczak asked City Clerk Reams to describe the HLT involvement with candidate forums for local elections.

Ms. Reams provided the recent history of the HLT run candidate forums.

The discussion item was moved to action, seconded by Council Member Waszczak, and approved unanimously.

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

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

Absent: Schaible, and Denes

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

13. Motion to Adjourn

The meeting was adjourned at 9:22 p.m.

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

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

Absent: Schaible, and Denes

City of Hyattsville

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



Meeting Minutes Monday, May 2, 2022

7:00 PM

Register in advance for this webinar: https://us06web.zoom.us/webinar/register/WN_b5uIRgTCR3mzdfckBmW5Hw

Virtual Meeting

City Council

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

ADMINISTRATION

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

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

This agenda item was Approved.

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

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

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

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

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

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

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

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

Meeting Notice:

As we continue to take precautions due to the COVID-19 (Coronavirus) pandemic, the Hyattsville City Council will hold its meeting on Monday, May 2, 2022 remotely via video conference. The Council meeting will be conducted entirely remotely; there will be no in-person meeting attendance.

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

PUBLIC PARTICIPATION:

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

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

https://us06web.zoom.us/webinar/register/WN_b5uIRgTCR3mzdfckBmW5Hw

1. Call to Order and Council Roll Call

Also Present: City Administrator-Tracey Douglas City Treasurer-Ron Brooks Chief of Police-Jarod Towers Director of Public Works-Lesley Riddle Director of Community Services-Sandra Shepherd City Clerk-Laura Reams

The meeting was called to order at 8:19 p.m.

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

2. Pledge of Allegiance to the Flag

3. Approval of Agenda

A motion was made by Council Member Simasek, seconded by Council Member Denes, that the agenda be Approved. The motion carried by the following vote:

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

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

Written Comment:

Mr. Marshall provided a comment regarding property taxes and the gas powered leaf blower ban.

5. Community Notices and Meetings (7:20 p.m. - 7:25 p.m.)

5.a. Main City Calendar: May 3 - May 16, 2022

HCC-360-FY22

N/A

Sponsors: City Administrator

Attachments: City Calendar May 3, 2022 - May 16, 2022

6. City Administrator Update (7:25 p.m. - 7:35 p.m.)

City Administrator Tracey Douglas provided updates regarding City related news.

7. Treasurer Update (7:35 p.m. - 7:45 p.m.)

City Treasurer Ron Brooks provided an update on ARPA expenditures and an upcoming BANs request.

8. Presentations (7:45 p.m. - 8:15 p.m.)

HCC-342-FY22

8.a. Hyattsville Crossing Business Improvement District Feasibility Assessment

Presentation Only.

Sponsors: City Administrator

 Attachments:
 Memo - Hyattsville Crossing BID - Phase 1 Feasibility Presentation

 Hyattsville Crossing BID Feasibility Study 4.25.22

HR&A presented a summary of their study regarding the feasibility for a Business Improvement District in Hyattsville.

Council Member Simasek asked a question to clarify that voting, pertaining to the establishment of the BID, was not weighted in terms of size of property.

HR&A confirmed that votes will not be weighted.

Council Member Simasek asked if there was a possibility for additional municipal services to be procured via private contract.

HR&A replied that there is a possibility but currently do not have specific data on examples of that model.

Council Member Schaible asked about the process for calling a vote with business owners to establish a BID.

HR&A replied that the process has not yet been defined.

8.b. Redistricting 2022

HCC-357-FY22

Presentation

Sponsors: City Administrator

Attachments: Redistricting 2022 May 2 2022 Council Presentation

City Clerk Laura Reams and Communications Manager Cindy Zork presented an overview of the redistricting process plan for the City.

Council Member Solomon asked if there were any guidelines similar to what the state has about the process.

Clerk Reams replied there is not currently a set of guidelines as described by Council Member Solomon.

Council Member Solomon asked for clarity around the composition of the committee.

Clerk Reams responded that there has been interest from members of other committees.

Council Member Haba asked how members from other committees are selected for the redistricting committee, the anticipated size of the committee, and the process for filling open spots.

Clerk Reams responded that committees were asked to nominate a member and the committee size is currently anticipated to be between five and seven, adding that the Council has the authority to change the size of the committee. She also stated the City would do a public application process to fill the open seats.

Council Member Denes expressed his concern regarding tight timeline to get the nominations from committees and the proposed stipend for committee members.

Clerk Reams stated the timeline is adequate and staff will review the stipend issue.

Council Member Waszczak asked about the possible role of the Race and Equity Officer in the committee, and suggested that the open spots be filled by individuals with a needed skill set for the committee.

Clerk Reams responded that the various skill sets of individuals applying for the open spots could be assessed through the application process and that the Race and Equity Officer had not originally been assigned to the committee because that role had not yet been filled in the City, however, that individual's input as a staff liaison would be valued.

9. Proclamations (8:15 p.m. - 8:20 p.m.)

City Council

9.a. Proclamation of Asian American Native Hawaiian Pacific Islander Heritage Month

I move that the Mayor and Council adopt a proclamation recognizing May 2022 as Asian American Native Hawaiian Pacific Islander Heritage Month in the City of Hyattsville.

Meeting Minutes

Sponsors: **City Administrator**

CM 0502 Asian American Pacific Islander Heritage Month 2022 Attachments:

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

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

9.b. **Proclamation of Citizenship Celebration Day**

I move that the Mayor and Council proclaim May 7, 2022, as Citizenship Celebration Day in the City of Hyattsville.

City Administrator Sponsors:

Attachments: CM 0502 Citizen Celebration Day 2022

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

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

9.c. **Proclamation of National Public Works Week**

I move that the Mayor and Council adopt a proclamation recognizing the week of May 15 through May 21, 2022, to be Public Works Week in the City of Hyattsville.

City Administrator Sponsors:

Attachments: CM 0502 National Public Works Week 2022

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

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

HCC-348-FY22

HCC-350-FY22

HCC-351-FY22

9.d. Proclamation Recognizing National Peace Officers Memorial Day and National HCC-352-FY22 Police Week

Meeting Minutes

I move that the Mayor and Council adopt a proclamation recognizing May 15 through May 21, 2022 as National Police Week and May 15, 2022 as Peace Officers Memorial Day in the City of Hyattsville.

Sponsors: **City Administrator**

CM 0502 National Police Week and Peace Officers' Memorial Day 2022 Attachments:

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

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

9.e. **Proclamation of Municipal Clerks Week**

I move that the Mayor and Council adopt a proclamation recognizing the week of May 1 through May 7, 2022 as Municipal Clerks Week in the City of Hyattsville.

City Administrator Sponsors:

Attachments: CM 0502 Municipal Clerks Week 2022

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

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

9.f. **Proclamation of Children's Mental Health Matters Week**

I move that the Mayor and Council adopt a proclamation recognizing May 1-7, 2022 as Children's Mental Health Matters week in the City of Hyattsville.

City Administrator Sponsors:

Attachments: CM 0502 Childrens Mental Health Awareness Week 2022

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

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

10. Appointments (8:15 p.m. - 8:20 p.m.)

HCC-353-FY22

HCC-354-FY22

10.a. Appointment to the Race and Equity Task Force

I move that the Mayor and Council approve the appointment of Jocelyn Medello (Ward 1) to the Race and Equity Task Force for a term of two (2) years to expire on April 30, 2024.

Sponsors: Croslin and Sandino

Attachments: Medallo RETF Application

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

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

11. Consent Items (8:20 p.m. - 8:25 p.m.)

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

A motion was made by Council Vice-President Schaible, seconded by Council Member Solomon, to approve the Consent Agenda. The motion carried by the following vote:

- Aye: Croslin, Schaible, Denes, Waszczak, Simasek, McClellan, Haba, Peabody, Solomon, and Sandino
- 11.a. Acceptance of the PEPCO Interconnection Agreement for the DPW Solar
 HCC-338-FY22

 Installation
 Installation

I move that the Mayor and Council authorize Interim Mayor Croslin to sign and accept the PEPCO Interconnection Agreement for the DPW Solar Installation project.

<u>Sponsors</u>: City Administrator

 Attachments:
 220419 - Pepco MD Level 234 - Interconnection

 Application-Agreement
 Hyattsville DPW

11.b. Heurich Community Garden Accessible Surface

HCC-339-FY22

I move that the Mayor and Council authorize the City Administrator to accept the proposal of NZI Inc. for the installation of an accessible surface at Heurich Community Garden and authorize an expenditure not to exceed \$20,000 for the installation.

Sponsors: City Administrator

Attachments: proposal_Heurich Park Community Garden_Concrete Walkway

11.c. FY22 Capital Improvement Budget Adjustment and Transfer of Appropriations HCC-340-FY22

I move that the Mayor and Council amend the Fiscal Year 22 (FY22) Capital Improvements Budget and authorize the Treasurer to adjust and transfer various DPW capital budget appropriations not to exceed \$60,000 for improvements to the DPW facility.

Sponsors: City Administrator

11.d. Jefferson Street Parking Lot Redevelopment: Development, Lease, Easement HCC-343-FY22 and First Amendment to Condominium Authorization HCC-343-FY22

I move the City Council authorize the City Administrator to execute a (1) Development Agreement, (2) Lease Agreement, (3) Perpetual Easement and (4) a First Amendment to the Condominium Agreement with Urban Investment Partners and Housing Initiative Partnership, which will serve as the legal instruments for the development and operation of the City's parking structure for the duration of the 99-year lease term and retained Land Condo Unit 3, upon review by the City Attorney for legal sufficiency.

Sponsors: City Administrator

 Attachments:
 Memo - UIP Canvas - Development, Lease, Condo and Easement

 Agreements
 Agreements

 Exhibit A - Jefferson Street Parking Lot Property
 Condo Declaration

 First Amendment to Declaration of Renaissance Square Condominium

11.e. Replacement of HCPD Desktop Computers

HCC-345-FY22

I move the Mayor and Council to authorize the City Administrator to execute a Purchase Agreement with Dataprise, LLC, for the acquisition of 38 Dell desktop computers, at a total cost of \$40,316.86.

Sponsors: City Administrator

Attachments: Dataprise Purchase Agreement

11.f. Upgrade of Police Department's Body Worn Cameras and In-Car Video Systems HCC-346-FY22

I move Mayor and Council to authorize the City Administrator to execute a contract with Frontline Mobile Tech for the upgrade and purchase of the Department's Body Worn Cameras and In-Car Video Systems for a total expenditure of \$297,141.00. The purchase and cost of these new units with this vendor is under GSA contract.

<u>Sponsors</u>: City Administrator

Attachments: Frontline BWC Upgrade

HCC-347-FY22

11.g. Upgrade of Police Department's Mobile Data Computers

Summary Background:

This purchase is for 50 mobile data computers, plus warranty and 34 docking stations to include installation for a total expenditure of \$298,000.00

Next Steps:

Recommend approval.

Fiscal Impact: Not to exceed \$298,000.00

City Administrator Comments:

Recommends approval

Community Engagement:

N/A

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

Legal Review Required?

N/A

Sponsors: City Administrator

Attachments: Mobile Computers Upgrade

11.h. Schedule Special Council Meeting for Monday, June 20, 2022 at 7 PM

HCC-355-FY22

I move the Mayor and Council schedule a Special Council Meeting on Monday, June 20, 2022 at 7 PM. The certified results of the Special Mayoral Election will be accepted at this meeting.

Sponsors: City Administrator

12. Discussion Items (8:25 p.m. - 9:20 p.m.)

12.a. 5812 40th Avenue Renovation

FOR DISCUSSION:

I move that the Mayor and Council Authorize the City Administrator to enter into an agreement with The Matthews Group for the turn-key renovation of the 5812 40th Avenue building to house the Teen and Multigenerational Center, in the amount not to exceed \$1,250,000 for the construction and contingency, pending legal review.

<u>Sponsors</u>: City Administrator

Attachments: 01408-0000 Teen Centere Build-Out - ROM

Council Member Waszczak asked about how teens were engaged to determine the internal and external design of the center.

Director of Public Works Lesley Riddle responded that the Community Development department have had meetings and that there will continue to be community outreach to determine the design of the center.

Council Member Waszczak asked how many young people have been engaged to determine the design of the teen center.

Director of Community Services Sandra Shepherd responded by stating there have been meetings and there will continue to be future meetings to get input.

City Administrator Tracey Douglas added that events such as open houses, meetings with school administrators have provided input. Also, that there are new communications tools that will be utilized to gather more input.

Council Member Haba asked for an update on the budget.

Director Riddle responded that the plan is still within budget.

This was moved to a motion and seconded by Council Member Solomon. It was approved unanimously. A motion was made by Council Vice-President Schaible, seconded by Council Member Solomon, that this agenda item be Approved. The motion carried by the following vote:

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

HCC-356-FY22

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

FOR DISCUSSION

Sponsors: Schaible, McClellan, Simasek and Solomon

 Attachments:
 Amended Chapter 79 - Leaf Blower - 5.11.2022

 Recommendation to Address Noise and other Impacts from GPLB

Council Member Schaible provided climate related background in relation to the origin of the motion.

Council Member Denes asked for an estimate of contracted services.

Council Member Solomon asked about the noise standard and specificity to "residential property" possibly excluding commercial properties. He also expressed concern about restrictions around excessive voice noise without a caveat for emergency situations.

Council Member Haba expressed his concern that the current language of 50 feet may be too short of a distance. He also asked if the pile driving provision is necessary to the noise ordinance.

Department of Public Works Director Lesley Riddle responded that pile driving should remain in the ordinance.

Council Member Haba asked about the timing requirements in the ordinance. He also asked if there was any concern about the noise ordinance in relation to ice cream trucks. He concluded by asking intent of the timing of the infraction schedule for residents who violate the noise ordinance.

Council Member Solomon clarified that the timing would be a year of warnings before any citation was issued. Proposed a modification of the noise ordinance to include noise from pets.

Council Member Schaible stated that there is an excessive barking ordinance in the code in response to Council Member Solomon.

Interim Mayor Croslin asked about community outreach regarding the ban prior to implementation.

Clerk Reams, Director Riddle, and City Administrator Douglas all replied how communications have begun and will continue as the Gas Powered Leaf Blower Ban is implemented.

Council Member Denes and Schaible reiterated the timeline for rebates and enforcement.

13. Council Dialogue (9:20 p.m. - 9:30 p.m.)

14. Motion to Adjourn

The meeting was adjourned at 10:45 p.m.

A motion to adjourn was made by Council Member Peabody, seconded by Council Member Sandino, that this meeting be adjourned. The motion carried by the following vote:

Aye:

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



City of Hyattsville

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

6.a.

Agenda Item Report

File #: HCC-39-FY23

8/1/2022

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

Item Title: Main City Calendar: August 2, 2022 - September 18, 2022

Suggested Action: N/A

Summary Background: N/A

Next Steps: N/A

Fiscal Impact: N/A

City Administrator Comments: N/A

Community Engagement: N/A

Strategic Goals: Goal 1 - Ensure Transparent and Accessible Governance

Legal Review Required? N/A For further information regarding City programming, events, or meetings please visit hyattsville.org/meetings or call 301-985-5000.

All committee meetings are virtual unless otherwise indicated below.

1. Board of Supervisors of Elections Meeting

August 2, 2022, 4:00 PM

- 2. National Night Out
- August 2, 2022, 6:00 PM 8:30 PM
- **@Driskell Park**
 - 3. Ageless Grace Seated Exercise Class
- August 3, 2022, 10:00 AM 11:00 AM
- @ the first floor of the City Building
 - 4. <u>Intergenerational Event for Seniors & Teens: Mussel restoration with the</u> <u>Anacostia Watershed Society</u>
- August 3, 2022, 11:30 AM 1:30 PM
- @ Driskell Park
 - 5. Shade Tree Board Meeting
- August 3, 2022, 7:30 PM
 - 6. <u>Candidacy Filing Deadline for 2022 Ward 2 Special Election</u>

August 5, 2022, 5:00 PM

- 7. Environment Committee Meeting
- August 9, 2022, 7:00 PM
 - 8. <u>Ageless Grace Seated Exercise Class</u>
- August 10, 2022, 10:00 AM 11:00 AM
- @ the first floor of the City Building
 - 9. Police and Public Safety Advisory Committee Meeting

August 10, 2022, 7:30 PM

10. Hyattsville Ward 5 Chat & Clean-Up

August 13, 2022, 10:00 AM

@ Online and in person at (Location Has Not Yet Been Determined)

11. Planning Committee Meeting

August 16, 2022, 7:00 PM

12. Ageless Grace Seated Exercise Class

August 17, 2022, 10:00 AM - 11:00 AM

@ the first floor of the City Building

13. Ward 2 Check-In

August 17, 2022, 6:30 PM - 8:00 PM

@ Driskell Park

14. Education Facilities Task Force Meeting

August 18, 2022, 7:00 PM

15. Invasive Plant Removals

August 20, 2022, 10:00 AM - 2:00 PM

@ Driskell Park

16. Education Advisory Committee Meeting

August 22, 2022, 6:30 PM

17. Race & Equity Task Force Meeting

August 23, 2022, 7:00 PM

18. Ageless Grace Seated Exercise Class

August 24, 2022, 10:00 AM - 11:00 AM

@ the first floor of the City Building

19. Virtual Mosquito Control Workshop

August 24, 2022, 7:00 PM

20. Health, Wellness, and Recreation Advisory Committee Meeting

August 25, 2022, 7:00 PM

21. Age-Friendly Work Group Meeting August 26, 2022, 11:00 AM 22. Ageless Grace Seated Exercise Class August 31, 2022, 10:00 AM - 11:00 AM @ the first floor of the City Building 23. Seniors on the Go: Free Movie Mondays September 5, 2022, All Day @ Old Greenbelt Theatre 24. Board of Supervisors of Elections Meeting September 6, 2022, 4:00 PM 25. Ageless Grace Seated Exercise Class September 7, 2022, 10:00 AM - 11:00 AM @ the first floor of the City Building 26. Shade Tree Board Meeting September 7, 2022, 7:30 PM 27. Environment Committee Meeting September 13, 2022, 7:00 PM 28. Ageless Grace Seated Exercise Class September 14, 2022, 10:00 AM - 11:00 AM @ the first floor of the City Building 29. Ethics Commission Meeting September 14, 2022, 5:00 PM 30. Police and Public Safety Advisory Committee Meeting September 14, 2022, 7:30 PM **31. Education Facilities Task Force Meeting** September 15, 2022, 7:00 PM

32. Invasive Plant Removals

September 17, 2022, 10:00 AM - 2:00 PM

@ Driskell Park



City of Hyattsville

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

8.a.

Agenda Item Report

File #: HCC-47-FY23

8/1/2022

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

Item Title: 3325 Toledo Road - Preliminary Plan of Subdivision

Suggested Action: Presentation Only.

Summary Background:

The applicant, Bernstein Companies, is proposing the partial redevelopment of Garage A within the UTC area.

The subject property is a 2.32-acre lot located at 3325 Toledo Road, Hyattsville adjacent to the Hyattsville Library, within University Town Center. The redevelopment will maintain half of the existing parking structure and raze the other half for a multifamily building. Approximately 728-parking spaces, of the existing 1,500 spaces, will be removed for the multifamily building containing 209-units of housing.

The applicant indicated they will use old zoning ordinance and subdivision regulations. Prior to the new zoning ordinance taking effect, the subject property was zoned M-X-T (Mixed Use-Transit). The site is located within the boundaries of the 2016 Prince George's Plaza Transit District Development Plan (TDDP), and the Transit District Overlay Zone (TDOZ).

Next Steps: This item is scheduled for City Council action on September 19, 2022.

Fiscal Impact: N/A

City Administrator Comments: N/A

Community Engagement:

The Hyattsville Planning Committee reviewed this proposal on July 19th, 2022 and adopted the following comments: "The Committee is glad to see this smart reuse of the underutilized parking. The committee recognizes the increased density with help UTC and looks forward to the Detailed Site Plan."

Strategic Goals:

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

Legal Review Required?

N/A

ΔΔ



City of Hyattsville

Memo

- To: Mayor and City Council
- From: Jim Chandler, Assistant City Administrator and Director, Community & Economic Development Taylor Robey, City Planner
- Date: July 25, 2022
- Re: 3325 Toledo Road Preliminary Plan of Subdivision

Attachments: Applicant's Presentation

The purpose of this memorandum is to provide the City Council with a summary of the preliminary plan of subdivision application for a proposed development project at 3325 Toledo Road, within University Town Center.

Project Summary

- The subject property is a 2.32-acre lot located at 3325 Toledo Road adjacent to the Hyattsville Library, within University Town Center, and within the Prince George's Plaza Transit District Overlay Zone.
- The applicant, Bernstein Companies, is proposing the partial redevelopment of Garage A within the UTC area. The redevelopment will maintain half of the existing parking structure and raze the other half for a multifamily building.
- Approximately 728 parking spaces will be removed for the multifamily building containing 209 units of housing.

Project Location Details

The proposed development is within University Town Center along Toledo Road in Hyattsville, Maryland. The Hyattsville Library is directly to the east. Currently the subject property includes a parking structure containing approximately 1,500 parking spaces.

The applicant indicated they will use old zoning ordinance and subdivision regulations. Prior to the new zoning ordinance taking effect, the subject property was zoned M-X-T (Mixed Use-Transportation

Oriented). The site is located within the boundaries of the 2016 Prince George's Plaza Transit District Development Plan (TDDP), and the Transit District Overlay Zone (TDOZ).

Summary of Development Proposal

The applicant is proposing a partial redevelopment of the site as shown in Exhibit A below. The half of the garage facing the Hyattsville Library will be razed for the multifamily building. The remaining half of the garage will remain intact and continue to serve as public parking. Existing traffic flow and entry and exit points to the garage will be unaffected.

Exhibit A: Proposed Development Site Plan.



The multifamily building will be seven stories and 209 units. The units will include a mix of studio, onebedroom, and two-bedroom units. The complex will feature a large courtyard which opens to views of the new Hyattsville Library. Amenity space and pedestrian entrance the building will face on to Toledo Road.

Initial parking studies for the area indicate University Town Center's parking supply significantly exceeds parking demand. As such, it was determined that removal of half of the garage does not impact parking availability for the UTC area.

Planning Committee Adopted Comments

The Hyattsville Planning Committee reviewed this proposal on July 19th, 2022 and adopted the following comments:

"The Committee is glad to see this smart reuse of the underutilized parking. The committee recognizes the increased density with help UTC and looks forward to the Detailed Site Plan."

<u>Timeline</u>

The preliminary plan of subdivision application is pending submission. Prince George's County Planning Board hearing for this case has not yet been scheduled.

LIBRARY APARTMENTS CONCEPTUAL STUDY



12 JULY 2022

- 02 SURVEY
- 03 CONCEPTUAL PLANS
- 04 CONCEPTUAL MASSING

ARCHITECT: CIVIL ENGINEER: STRUCTURAL ENGINEER: CONTRACTOR: ZONING ATTORNEY: PARKING CONSULTANT: VARENHORST ARCHITECTS BOHLER ENGINEERING THE HARMAN GROUP BUCH CONSTRUCTION MCMANEE HOSEA LENHART TRAFFIC



NOTES:

THE SUBJECT PROPERTY IS PARCEL H, PRINCE GEORGE CENTER AS RECORDED IN PLAT BOOK 196 PAGE 29 AND BEING THE LANDS OF NEW TOWN PARKING, LLC A DELAWARE LIMITED LIABILITY COMPANY AS RECORDED IN LIBER 34241 FOLIO 226, ALL AMONG THE LAND RECORDS OF PRINCE GEORGE'S COUNTY, MARYLAND AND HAVING A TAX MAP NUMBER OF 42 PER THE DEPARTMENT OF ASSESSMENTS.

2. AREA = 125,044 SQUARE FEET OR 2.8706 ACRES (R) 124,949 SQUARE FEET OR 2.868 ACRES (M)

3. LOCATION OF ALL UNDERGROUND UTILITIES ARE APPROXIMATE, SOURCE INFORMATION FROM PLANS AND MARKINGS HAS BEEN COMBINED WITH OBSERVED EVIDENCE OF UTILITIES TO DEVELOP A VIEW OF THOSE UNDERGROUND UTILITIES. HOWEVER, LACKING EXCAVATION, THE EXACT LOCATION OF UNDERGROUND FEATURES CANNOT BE ACCURATELY, COMPLETELY AND RELIABLY DEPICTED. WHERE ADDITIONAL OR MORE DETAILED INFORMATION IS REQUIRED, THE CLIENT IS ADVISED THAT EXCAVATION MAY BE NECESSARY.

APPROXIMATE LOCATION OF UNDERGROUND UTILITIES ARE SHOWN PER PRIVATE UTILITY MARKOUT PERFORMED BY INSIGHT, LLC ON JANUARY 22, 2022 AND FIELD LOCATED WITH CONVENTIONAL FIELD SURVEY UNLESS OTHERWISE NOTED.

4. THIS FIELD SURVEY WAS PERFORMED UTILIZING THE REFERENCE MATERIAL AS LISTED HEREON AND DEPICTS BUILDINGS, STRUCTURES AND OTHER IMPROVEMENTS THEREON, ON JANUARY 21, 2022, BY BOHLER ENGINEERING.

THE EXISTENCE OF UNDERGROUND STORAGE TANKS, IF ANY, WAS NOT KNOWN AT THE TIME OF THE FIELD SURVEY; HOWEVER, NO PHYSICAL INDICATIONS OF SUCH WERE FOUND AT THE TIME OF THE FIELD INSPECTION OF THIS SITE.

6. ELEVATIONS ARE BASED ON NGVD 29 DATUM AND TIED IN TO WMATA DISC (PG 400) WITH A PUBLISHED ELEVATION OF 122.227 FEET (NGVD29).

THE PROPERTY IS LOCATED IN OTHER AREAS ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) PER MAP ENTITLED "FIRM, FLOOD INSURANCE RATE MAP, PRINCE GEORGE'S COUNTY, MARYLAND AND INCORPORATED AREAS, PANEL 127 OF 466", COMMUNITY-PANEL NUMBER 245208, WITH A MAP EFFECTIVE DATE OF SEPTEMBER 16, 2016.

8. PARKING: 1,401 STANDARD 36 ADA 1,437 TOTAL SPACES

THERE ARE NO VISIBLE ENCROACHMENTS EXCEPT AS SHOWN ON THE SURVEY AND LISTED BELOW. ENCROACHMENT IS A LEGAL CONDITION, NOT A MATTER OF SURVEY AND, AS A RESULT, THERE MAY BE OTHER POSSIBLE ENCROACHMENTS AFFECTING THE PROPERTY THAT ARE NOT LISTED.

9(A). CONCRETE WALL LOCATED AT THE SOUTH SIDE OF THE GARAGE BUILDING. 10. NO SURVEY OF SUBTERRANEAN STRUCTURES OR INTERIOR SPACES SUCH AS FOOTINGS, FOUNDATIONS, VAULTS OR BASEMENTS WAS PERFORMED AS PART OF THIS LAND SURVEY, AND THIS PLAN SHOULD NOT BE CONSTRUED AS CERTIFICATION TO THE EXISTENCE OR LOCATION OF

THE SAME. 11. PROPERTY HAS DIRECT ACCESS TO TOLEDO ROAD (PUBLIC RIGHT-OF-WAY).

12. THIS SURVEY WAS PERFORMED DURING A PERIOD WHEN THE GROUND WAS SNOW COVERED. ONLY VISIBLE UTILITY STRUCTURES AND ON SITE FEATURES HAVE BEEN LOCATED AND IDENTIFIED AS DEPICTED ON THIS SURVEY.

REFERENCE:

1. WSSC WATER GIS - SEWER AS OF FEBRUARY 1, 2022.

TITLE DESCRIPTION

_____E

_____W

_____*1*

(R)

ALL OF THOSE LOTS OR PARCELS OF LAND LOCATED IN PRINCE GEORGE'S COUNTY, MARYLAND, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

REAL PROPERTY IN THE CITY OF HYATTSVILLE, COUNTY OF PRINCE GEORGE'S, STATE OF MARYLAND, DESCRIBED AS FOLLOWS:

PARCEL H IN THE SUBDIVISION KNOWN AS "PARCEL H, BEING A SUBDIVISION OF PART OF PARCEL E AND OUTLOT A, PRINCE GEORGE CENTER" AS PER PLAT THEREOF RECORDED AMONG THE LAND RECORDS OF PRINCE GEORGE'S COUNTY, MARYLAND ON MARCH 11, 2003 IN PLAT BOOK 196 AT PLAT NO. 29.

CONSTITUTION DRIVE ASPHALT PAVED PRIVATE ROADWAY INGRESS/EGRESS EASEMENT LIBER: 19927 FOLIO: 460

LEGEND

123	EXISTING CONTOUR
X <i>123.45</i>	EXISTING SPOT ELEVATION
x <i>TC 123.45</i>	EXIST. TOP OF CURB ELEVATION
x <i>G 122.95</i>	EXIST. GUTTER ELEVATION
E	APPROX. LOC. UNDERGROUND ELEC. LINE PER PRIVATE UTILITY MARKOUT
W	APPROX. LOC. UNDERGROUND WATER LINE PER PRIVATE UTILITY MARKOUT
STM	APPROX. LOC. UNDERGROUND STORM LINE PER PRIVATE UTILITY MARKOUT
<i>T</i>	APPROX. LOC. UNDERGROUND TEL. LINE PER UTILITY MARKOUT
S	APPROX. LOC. UNDERGROUND SEWER LINE PER REF. #1
7	FIRE DEPARTMENT CONNECTION
EB	ELECTRIC BOX
3	SANITARY MANHOLE
\bigcirc	STORM DRAIN MANHOLE
	SIGN
•	BOLLARD
X	FENCE
☆ =□	AREA LIGHT
с/о	CLEAN OUT
	PAINTED ARROWS
10	DENOTES PARKING SPACE COUNT
	BENCHMARK
· · · · · · · · · · · · · · · · · · ·	TREE (SIZE AS NOTED)
$\stackrel{\scriptscriptstyle w}{\boxtimes}$	WATER VALVE
Ē	ELECTRIC MANHOLE
\odot	PROP. CORNER TO BE SET
(M)	MEASURED
	PECOPD

RECORD

CURB X–CUT SET ELEV=89.39 474,250 N86°27'34"W 56.11' (R) N86°24'31"W 56.21' (M)

------F--

-BENCHMARK

E DEP.

ASPHALT

PAVEMENT

PK NAIL-FOUND

PARCEL P RESUBDIVISION OF PARCEL O AND PART OF PARCEL E PRINCE GEORGE CENTER P.B. 209 PG. 53

CONC. WALK

—FF=89.74

-BUILDING

FF=89.54

T<u>Ç 77.96</u>

ASPHALT

PAVEMENT

-COVER

CONC. WALK

—*FF=78.10*

HEIGHT=±70'

BUILDING

-FF=78 2

GRASS

COVER-

GRASS

BRICK AREA

GRASS

PK NAII-

FOUND

N 474,650

STORM MH-

RIM=78.62

P.B. 192 PLAT NO. 19

INV A=73.12

INV B=70.78

N03°32'26"E 312.88' (R)

PORTION OF PARCEL A

PRINCE GEORGE'S CENTER

P.B. 59 PG. 11

LANDS N/F

HYATTSVILLE OWNER LLC

TAX MAP: 42-A1

L. 46622 F. 85

N03°29'57"E 312.62' (M)

STORM INLET-

RIM=86.99

INV A=81.41

INV B=81.25

TC 87.8

_____ _ _ _ _ _

DFP.

SIGN_

R

PARKING` SIGN

CURB

15' P.U.I

STORM INLET

INV B=75.17

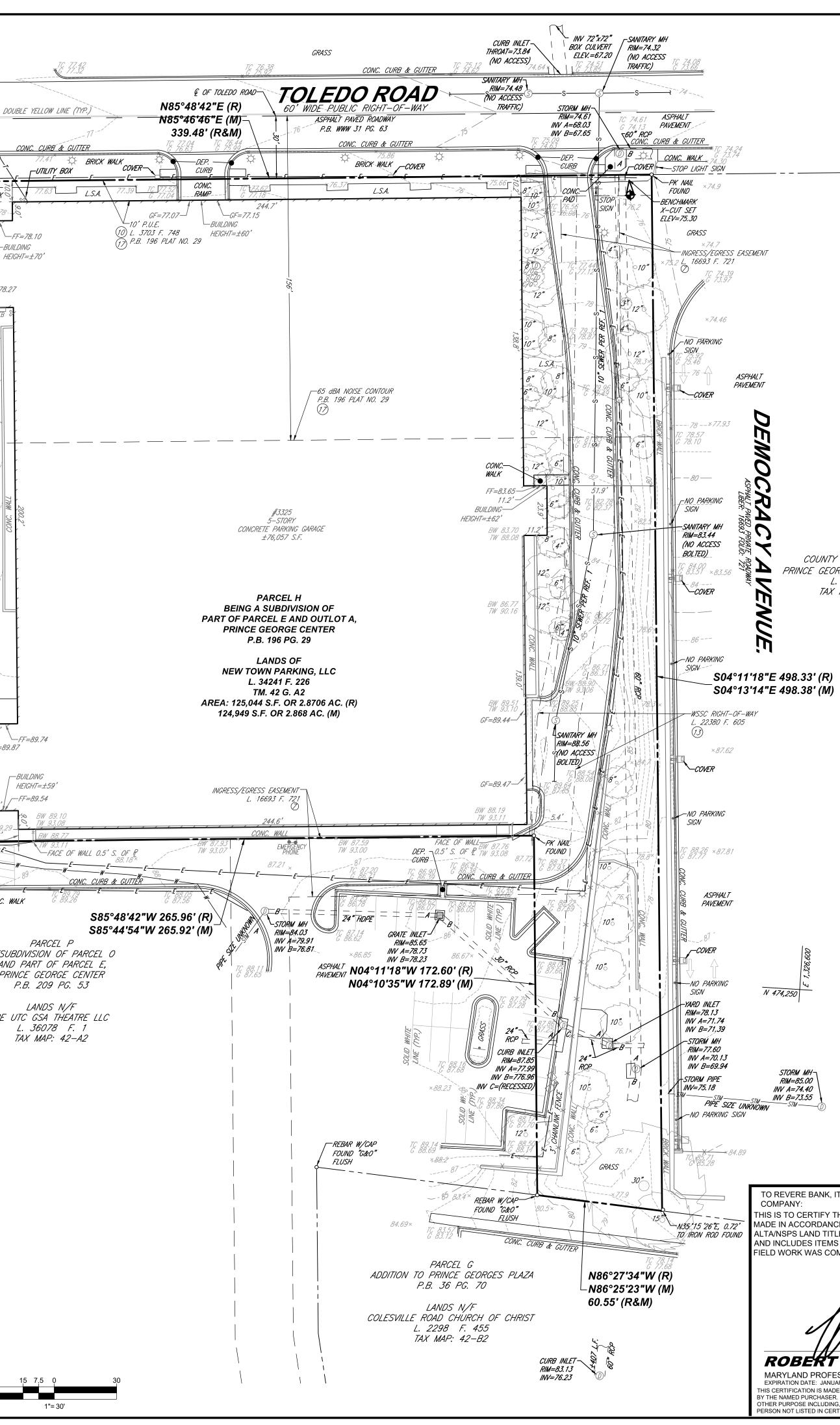
RIM=80.48 I INV A=(RECESSED) |

BRICK

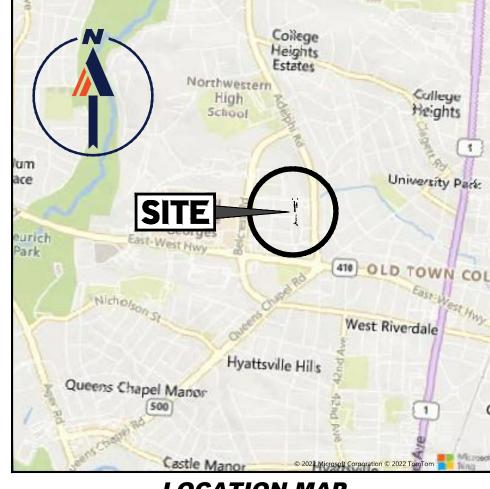
WALK

CURB

BE UTC GSA THEATRE LLC L. 36078 F. 1 TAX MAP: 42-A2







TITLE NOTES:

LOCATION MAP SCALE: 1"=2000'

THIS SURVEY IS PREPARED WITH REFERENCE TO A COMMITMENT FOR TITLE INSURANCE PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT NO. NCS-890226-MD61, WITH AN EFFECTIVE DATE OF JANUARY 02, 2018. OUR OFFICE HAS REVIEWED THE FOLLOWING SURVEY RELATED EXCEPTIONS IN SCHEDULE B, PART II:

DECLARATION OF COVENANTS AND RESTRICTIONS DATED FEBRUARY 3, 1993, MADE BY AND BETWEEN PRINCE GEORGE CENTER, INC., A MARYLAND CORPORATION AND JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY, A MASSACHUSETTS CORPORATION, AND RECORDED ON MARCH 5, 1993 AMONG THE LAND RECORDS OF PRINCE GEORGE'S COUNTY, MARYLAND IN LIBER 8676, FOLIO 331; MAY AFFECT SUBJECT PROPERTY, NO RECORD DOCUMENT PROVIDED SHOWING EXTINGUISHMENT OF SAID RIGHTS OF INGRESS/EGRESS.

DECLARATION OF COVENANTS FOR STORM AND SURFACE WATER FACILITY AND SYSTEM MAINTENANCE DATED MAY 16, 2001, MADE BY AND BETWEEN PRINCE GEORGE'S CENTER II LTD PARTNERSHIP AND PRINCE GEORGE'S COUNTY, MARYLAND AND ITS SUCCESSORS AND ASSIGNS, AND RECORDED ON JULY 12, 2001 AMONG THE LAND RECORDS OF PRINCE GEORGE'S COUNTY, MARYLAND IN LIBER 14815, FOLIO 613; MAY AFFECT SUBJECT PROPERTY, VAGUE AND INSUFFICIENT INFORMATION IN RECORD DOCUMENT. REFERENCED STORM DRAIN, PAVING AND BIORETENTION PLAN NOT PROVIDED.

DECLARATION OF EASEMENT AND COVENANT DATED DECEMBER 19, 2002, MADE BY PRINCE GEORGE CENTER II LIMITED PARTNERSHIP, A MARYLAND LIMITED PARTNERSHIP, AND RECORDED ON JANUARY 13, 2003 AMONG THE LAND RECORDS OF PRINCE GEORGE'S COUNTY, MARYLAND IN LIBER 16693, FOLIO 721; AFFECTS SUBJECT PROPERTY, INGRESS/EGRESS EASEMENT IS SHOWN. EASEMENT BENEFITS PARCELS TO THE SOUTH WITH VEHICULAR AND PEDESTRIAN ACCESS. THE BURDEN OF THE EASEMENT SHALL RUN WITH AND BE BINDING UPON THE TITLE TO THE SUBJECT PROPERTY.

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR UNIVERSITY TOWN CENTER DATED OCTOBER 31, 2006, MADE BY AND AMONG PRINCE GEORGE CENTER II, LLC, A DELAWARE LIMITED LIABILITY COMPANY ET AL AND UNIVERSITY TOWN CENTER, LLC, A MARYLAND LIMITED LIABILITY COMPANY, AND RECORDED ON NOVEMBER 13, 2006 AMONG THE LAND RECORDS OF PRINCE GEORGE'S COUNTY, MARYLAND IN LIBER 26401, FOLIO 132 AND SPECIAL LIMITED POWER OF ATTORNEY (VOTING PROXY) DATED DECEMBER 14, 2012, MADE BY AND AMONG PRINCE GEORGE CENTER II, LLC, A DELAWARE LIMITED LIABILITY COMPANY ET AL AND NEW TOWN PARKING, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AND RECORDED ON JANUARY 2, 2013 AMONG THE LAND RECORDS OF PRINCE GEORGE'S COUNTY, MARYLAND IN LIBER 34241, FOLIO 275 AND FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR UNIVERSITY TOWN CENTER DATED MARCH 13, 2015, MADE BY UNIVERSITY TOWN CENTER OWNERS' ASSOCIATION, INC., A MARYLAND NONSTICK CORPORATION, AND RECORDED ON MARCH 18, 2015 AMONG THE LAND RECORDS OF PRINCE GEORGE'S COUNTY, MARYLAND IN LIBER 36786, FOLIO 540; AFFECT SUBJECT PROPERTY, NOT PLOTTABLE, GENERAL IN NATURE.

DECLARATION OF EASEMENT UNIVERSITY TOWN CENTER DATED JUNE 3, 2004, MADE BY AND AMONG PRINCE GEORGE CENTER I, INC., A MARYLAND CORPORATION ET AL AND UNIVERSITY TOWN CENTER, LLC, A MARYLAND LIMITED LIABILITY COMPANY ITS SUCCESSORS AND ASSIGNS AND RECORDED ON JULY 14, 2004 AMONG THE LAND RECORDS OF PRINCE GEORGE'S COUNTY, MARYLAND IN LIBER 19927, FOLIO 460 AND RE-RECORDED IN LIBER 21298, FOLIO 539; AFFECTS SUBJECT PROPERTY, NOT PLOTTABLE, GENERAL IN NATURE.

(0.) DECLARATION OF TERMS AND PROVISIONS OF PUBLIC UTILITY EASEMENTS DATED FEBRUARY 18, 1969, MADE AMONG POTOMAC ELECTRIC POWER COMPANY ET AL, AND RECORDED ON APRIL 2, 1969 AMONG THE LAND RECORDS OF PRINCE GEORGE'S COUNTY, MARYLAND IN LIBER 3703, FOLIO 748; AFFECT SUBJECT PROPERTY, SHOWN.

(1) DEED DATED NOVEMBER 14, 1950, MADE BY AND AMONG ANITA H, ECKLES AND CHARLES E. ECKLES, HER HUSBAND ET AL AND PRINCE GEORGE'S GAS CORPORATION, ITS SUCCESSORS AND ASSIGNS, AND RECORDED ON FEBRUARY 15, 1951 AMONG THE LAND RECORDS OF PRINCE GEORGE'S COUNTY, MARYLAND IN LIBER 1328, FOLIO 253; MAY AFFECT SUBJECT PROPERTY, VAGUE AND INSUFFICIENT INFORMATION IN RECORD DOCUMENT.

(2) DEED AND AGREEMENT FOR THE TRANSFER OF ON-SITE WATER AND SEWER FACILITIES DATED DECEMBER 2, 2005, MADE BY AND BETWEEN WASHINGTON SUBURBAN SANITARY COMMISSION AND PRINCE GEORGE'S CENTER II, LLC, LIMITED PARTNERSHIP, AND RECORDED ON DECEMBER 14, 2005 AMONG THE LAND RECORDS OF PRINCE GEORGE'S COUNTY, MARYLAND IN LIBER 23720, FOLIO 465; DOES NOT AFFECT SUBJECT PROPERTY, EASEMENT LIES TO THE SOUTH ADJACENT TO EAST-WEST HIGHWAY.

(3) RIGHT OF WAY DATED MARCH 23, 2005, MADE BY AND BETWEEN UTC PARKING I, LLC, A LIMITED COMPANY ORGANIZED UNDER THE LAWS OF THE STATE OF MARYLAND AND WASHINGTON SUBURBAN SANITARY COMMISSION, A PUBLIC CORPORATION OF THE STATE OF MARYLAND, AND RECORDED ON JUNE 30, 2005 AMONG THE LAND RECORDS OF PRINCE GEORGE'S COUNTY, MARYLAND IN LIBER 22380, FOLIO 605; AFFECTS SUBJECT PROPERTY, SHOWN.

(14) RIGHT OF WAY DATED JULY 15, 1970, MADE BY AND BETWEEN SPRUELL DEVELOPMENT CORPORATION AND WASHINGTON SUBURBAN SANITARY COMMISSION, A PUBLIC CORPORATION OF THE STATE OF MARYLAND, AND RECORDED ON JULY 22, 1970 AMONG THE LAND RECORDS OF PRINCE GEORGE'S COUNTY, MARYLAND IN LIBER 3851, FOLIO 480 AND PARTIAL RELEASE OF RIGHT OF WAY DATED JANUARY 28, 2002, MADE BY AND BETWEEN WASHINGTON SUBURBAN SANITARY COMMISSION, A PUBLIC AGENCY OF THE STATE OF MARYLAND AND PRINCE GEORGE CENTER II LIMITED PARTNERSHIP, A DELAWARE LIMITED PARTNERSHIP, AND RECORDED ON JANUARY 31, 2002 AMONG THE LAND RECORDS OF PRINCE GEORGE'S COUNTY, MARYLAND IN LIBER 15433, FOLIO 442; DOES NOT AFFECT SUBJECT PROPERTY, EASEMENT CREATED IN LIBER 3851 FOLIO 480 IS RELEASED IN IT'S ENTIRETY ACROSS SUBJECT PARCEL IN LIBER 15433 FOLIO 442.

SUBJECT TO NOTES, NOTATIONS, RIGHTS OF WAY, EASEMENTS, SETBACKS, RESERVATIONS, BUILDING RESTRICTION LINES AND RESTRICTIONS AS SET FORTH UPON A PLAT ENTITLED "PARCELS C, D AND E, PRINCE GEORGE CENTER" AND RECORDED IN PLAT BOOK 163, PAGE 19; DOES NOT AFFECT SUBJECT PROPERTY, NO NEW EASEMENTS ARE CREATED WITH THIS PLAT. PROPERTY HAS SINCE BEEN RE-PLATTED IN PLAT BOOK 196 PAGE 29.

SUBJECT TO NOTES, NOTATIONS, RIGHTS OF WAY, EASEMENTS, SETBACKS, RESERVATIONS, BUILDING RESTRICTION LINES AND RESTRICTIONS AS SET FORTH UPON A PLAT ENTITLED "PARCELS F, G AND OUTLOT A (BEING A RESUBDIVISION OF PARCEL D) PRINCE GEORGE CENTER" AND RECORDED IN PLAT BOOK 192, PAGE 19; AFFECT SUBJECT PROPERTY, 15' P.U.E. SHOWN.

SUBJECT TO NOTES, NOTATIONS, RIGHTS OF WAY, EASEMENTS, SETBACKS, RESERVATIONS, BUILDING RESTRICTION LINES AND RESTRICTIONS AS SET FORTH UPON A PLAT ENTITLED "PARCEL H, BEING A RESUBDIVISION OF PART OF PARCEL E AND OUTLOT A, PRINCE GEORGE CENTER" AND RECORDED IN PLAT BOOK 196, PAGE 29; AFFECT SUBJECT PROPERTY, PLOTTABLE ITEMS SHOWN.

(18) PARKING EASEMENT AGREEMENT - METRO II DATED OCTOBER 11, 2017, MADE BY AND BETWEEN NEW TOWN PARKING, LLC, A DELAWARE LIMITED LIABILITY COMPANY AND 3700 EASTWEST, LLC, A MARYLAND LIMITED LIABILITY COMPANY, AND RECORDED ON OCTOBER 13, 2017 AMONG THE LAND RECORDS OF PRINCE GEORGE'S COUNTY, MARYLAND IN LIBER 40112, FOLIO 368; AFFECTS SUBJECT PROPERTY, NOT PLOTTABLE, GENERAL IN NATURE.

TS SUCCESSORS AND ASSIGNS, FIRST AMERICAN TITLE INSURANCE								
HAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE	1	REVISE	D PER CI	LIENT COMM	ENTS & FIELD) VISIT	MJM	04/13/22
E WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR	No.		DESC	RIPTION OF F	REVISION		BY:	DATE
E SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, 1, 2, 3, 4, 5, 7(A), 7(B)(1), 7(C), 8, 9, 11(B) & 14 OF TABLE A THEREOF. THE			ALT	A/NSPS I	LAND TI	TLE SUR	VEY	
MPLETED ON JANUARY 21, 2022.			V	/ARENH	IORST -	TOLEDC)	
	3325 TOLEDO ROAD 17TH ELECTION DISTRICT PRINCE GEORGE'S COUNTY, MARYLAND							
N/////////////////////////////////////	FILE N SB212	IO. 2109	BC)H	LE	R/	SU HERNDON, 703.1	LDGATE DRIVE, ITE 700 VIRGINIA 20170 709.9500 engineering.com
C. HARR, JR. "	DATE		ATE NEW YORK	BOSTON MANNEW YOR				
SSIONAL LAND SURVEYOR NO. 21587 RY 16, 2023	02/01	1/22				WASHINGTON, DC CEN		
TO ONLY NAMED PARTIES FOR PURCHASE AND/OR MORTGAGE OF HEREIN DELINEATED PROPERTY NO RESPONSIBILITY OR LIABILITY IS ASSUMED BY SURVEYOR FOR THE USE OF SURVEY FOR ANY	FIELD	DATE CREV	W CHIEF	DRAWN	REVIEWED	APPROVED	SCALE	DWG. NO.
, BUT NOT LIMITED TO, USE OF SURVEY AFFIDAVIT, RESALE OF PROPERTY, OR TO ANY OTHER TIFICATION, EITHER DIRECTLY OR INDIRECTLY.	01/2	1/22 WL	/MO/JK	СТ	EN	JB	1" = 30'	1 of 1

LANDS N/F COUNTY COMMISSIONERS OF PRINCE GEORGE'S COUNTY, MARYLAND L. 2635 F. 132 TAX MAP: 42-B2-76



CONCEPTUAL FLOOR PLANS







2 TYPICAL LEVEL 2-7 1/16" = 1'-0"





LEVELS 2-7	TOTAL	
15	103	49%
14	93	45%
2	13	6%
31	209	

	12 JULY 2022
R	ST



CONCEPTUAL MASSING



VARENHORST



9.a.

Agenda Item Report

File #: HCC-38-FY23

8/1/2022

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

Item Title: Proclamation Honoring the 50th Anniversary of Chichie's Pet Boutique

Suggested Action:

I move that the Mayor and Council adopt a proclamation in honor of Chichie's Pet Boutique and their 50 years of business serving the residents of the City of Hyattsville.

Summary Background:

Chichie's is a locally owned and family-run business in Hyattsville. They opened their doors in 1972 and have been providing high quality pet grooming services to the residents of Hyattsville and the surrounding area.

Next Steps:

Adopt the proclamation to recognize and honor Chichie's Pet Boutique .

Fiscal Impact: N/A

City Administrator Comments: Recommend adoption.

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?

N/A

CITY OF HYATTSVILLE

PROCLAMATION HONORING THE 50th ANNIVERSARY OF CHICHIE'S PET BOUTIQUE

WHEREAS, Chichie's Pet Boutique first opened its doors for business at 3114 Hamilton Street in 1972; and

WHEREAS, Chichie's has served thousands of customers and their pets who reside in the City of Hyattsville, Washington DC, and throughout the State of Maryland; and

WHEREAS, Chichie's has been solely owned and operated by Hyattsville resident Odessa McDaniels and her family for 50 years; and

WHEREAS, Ms. McDaniels has developed a deep and personal relationship with her many clients over the years resulting in a devoted customer base and a noteworthy reputation that extends far beyond the Hyattsville City limits, and

WHEREAS, Chichie's continues to provide high-quality pet grooming services where customers can rest assured their pets are personally cared for in a professional manner, and

WHEREAS, Chichie's Pet Boutique possesses the qualities, characteristics, and commitment to excellence that the City of Hyattsville values in a resident-owned small business in the community.

NOW, THEREFORE BE IT RESOLVED, that the Mayor and Council hereby honor Chichie's Pet Boutique for 50 years of service to the City of Hyattsville and for representing the core values of our community.



Robert Croslin Mayor, City of Hyattsville

August 1, 2022



City of Hyattsville

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

Agenda Item Report

File #: HCC-11-FY23

8/1/2022

10.a.

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

Item Title: FY23 Building Cleaning Contract Expenditure

Suggested Action:

I move that the Mayor and Council authorize an expenditure to Sentral Services for an amount not the exceed \$100,000 for the FY23 portion of the Building Cleaning Contract.

Summary Background:

In the spring of 2021, the City awarded a three (3)-year contract to Sentral Services to provide building cleaning services for all City building and facilities.

Next Steps:

Issue a purchase order for the FY23 portion of the contract. The original FY21 agenda cover item is attached.

Fiscal Impact: NTE \$100,000

City Administrator Comments: Recommend support.

Community Engagement: N/A

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

Legal Review Required?

Complete



8.c)

Agenda Item Report

File #: HCC-252-FY21

3/15/2021

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

Item Title: Award of Building Cleaning Contract

Suggested Action:

I move that the Mayor and Council authorize the City Administrator to enter into an agreement with Sentral Services for cleaning of City buildings and authorize an expenditure not to exceed \$100,000 per year for the life of contract, pending review of the City Attorney.

Summary Background:

In January 2021 City staff solicited a request for proposal (RFP) for building cleaning maintenance. The City received six (6) proposals in response to the RFP. After reviewing the proposals, it was determined that Sentral Services was both responsive and responsible, and provided the best value for the City.

Next Steps:

Complete the contract with Sentral Services.

Fiscal Impact: NTE \$100,000 per year

City Administrator Comments: Recommend Approval

Community Engagement: N/A

Strategic Goals: Goal 1 - Ensure Transparent and Accessible Governance

Legal Review Required?

Pending



Agenda Item Report

File #: HCC-30-FY23

8/1/2022

10.b.

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

Item Title: Purchase of a Street Division Truck

Suggested Action:

I move that the Mayor and Council authorize the purchase of a 2022 Chevrolet Silverado 3500HD from Criswell Fleet Sales, with upfitting provided by Moxley Truck Equipment and Priority Install for a total expenditure not to exceed \$75,000 pending legal review.

Summary Background:

The Department of Public Works periodically must replace trucks due to the wear and tear they receive over many years of use. While the fleet overall is newer than in past years, there are still several trucks that are more than 7 years old and are requiring more frequent and expensive maintenance, which is increasing the down time of the truck which can have an impact on services.

Due to the continuing supply chain and labor effects of the COVID-19 pandemic new vehicles are taking between 6 and 24 months to be built, upfitted, and delivered to the City. When this truck becomes available it will allow the Department to retire an appropriate truck at that time.

Next Steps:

Issue purchase order and place order for the truck.

Fiscal Impact: NTE \$75,000

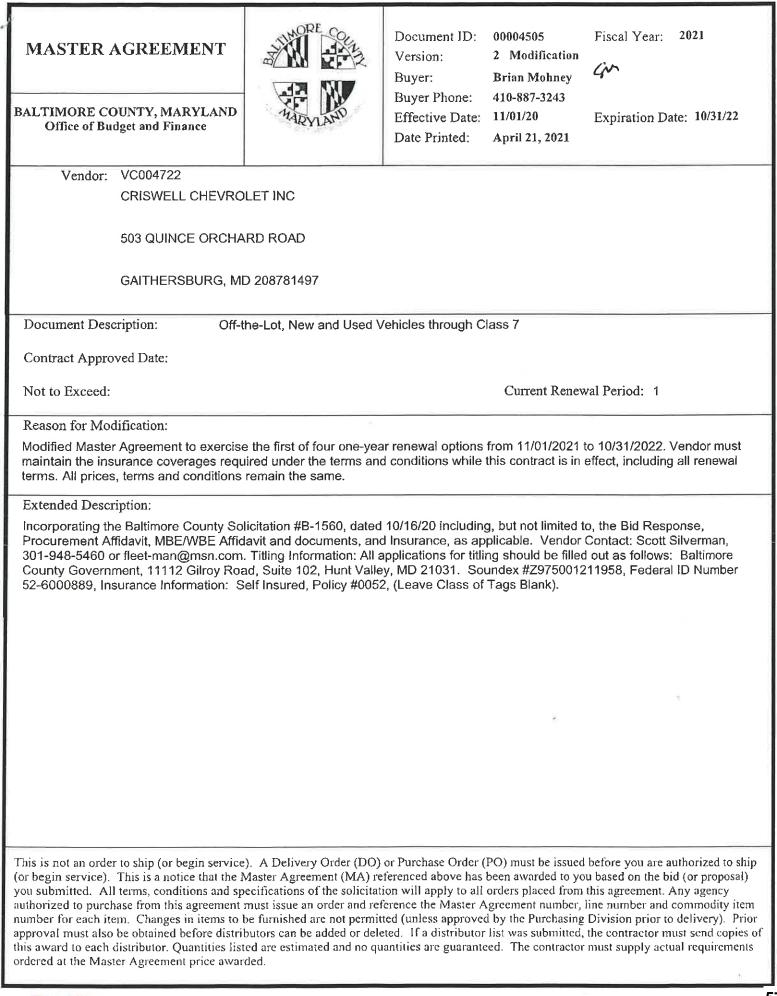
City Administrator Comments: Recommend support.

Community Engagement: N/A

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

Legal Review Required?

Pending



PURCHASING

MASTER A	GREEMENT	Document 1D: Vendor:	0000450 VC004722	5 Version:	2				
Line No.	Commodity	UoM	Unit Price	Discount % Off Catalog \$	Contract Amount				
1	07104	EACH	\$0.0000	0.0000	\$0.00				
Vehicle, New,	Vehicle, New, Sedan & CUV, Chevrolet, Dealer Invoice minus \$519.00.								
2	07104	EACH	\$0.0000	0.0000	\$0.00				
Vehicle, New,	SUV, Chevrolet, De	aler Invoice minus S	\$519.00.						
3	07104	EACH	\$0.0000	0.0000	\$0.00				
Vehicle, New,	Van, Chevrolet, Dea	aler Invoice minus \$	519.00.						
4	07104	EACH	\$0.0000	0.0000	\$0.00				
Vehicle, New, I	Pickup Truck, Chevr	rolet, Dealer Invoice	e minus \$519.00.						
5	07104	EACH	\$0.0000	0.0000	\$0.00				
Vehicle, New, (Class 3 Chassis Cal	b, Chevrolet, Deale	r Invoice minus \$51	9.00.					
6	07104	EACH	\$0.0000	0.0000	\$0.00				
Vehicie, New, (Class 4-7 Chassis C	ab, Chevrolet: Dea	ler Invoice minus \$	519.00. Isuzu: Dealer In	voice minus \$275.00.				
7	07104	EACH	\$0.0000	0.0000 0.00	\$0.00				
Vehicle, Used,	Sedan & CUV, Blac	k Book Value Plus	\$1,990.00.						
8	07104	EACH	\$0.0000	0.0000	\$0.00				
Vehicle, Used,	SUV, Black Book Va	alue plus \$1,990.00).						
9	07104	EACH	\$0.0000	0.0000	\$0.00				
Vehicle, Used,	Van, Bl <mark>ac</mark> k Book Va	lue plus \$1,990.00.							
10	07104	EACH	\$0.0000	0.0000	\$0.00				
Vehicle, Used, I	Pickup Truck, Black	Book Value plus \$	1,990.00.						
11	07104	EACH	\$0.0000	0.0000	\$0.00				
Vehicle, Used, (Class 3 Ch <mark>assis</mark> Cal	b, Black Book Value	e plus \$1,990.00.						
12	07104	EACH	\$0.0000	0.0000	\$0.00				
Vehicle, Used, (Class 4-7 Chassis C	ab, Black Book Vai	lue plus \$1,990.00.						
13	07104		\$0.0000	0.0000	\$0.00				
Vehicles, Off-the-Lot, New and Used, Blanket Encumbrance, for line items listed on this Agreement.									
Renewal Period	d No: 1	Renewal Be	egin Date: 11/01/2	1 Renewal I	End Date: 10/31/22				
Renewal Period	d No: 2	Renewal Be	gin Date: 11/01/2	2 Renewal I	End Date: 10/31/23				
Renewal Period	l No: 3	Renewal Be	gin Date: 11/01/2	3 Renewal I	End Date: 10/31/24				
D ID .									

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e: Renewal Period No: 4 Renewal Begin Date: 11/01/24 Renewal End Date: 10/31/25 1. Purchases are subject to the Baltimore County Charter and Article 10, Title 2 of the Baltimore County Code, 2003, as amended. Baltimore County will not be responsible for any goods delivered or services rendered unless covered by an official order signed by the Purchasing Agent or his/her designee. No change, modification, or revision shall be binding upon Baltimore County unless made in writing by the Purchasing Agent or his/her designee. Contractor shall not assign its obligations to perform hereunder in whole or in part without the prior written consent of the Purchasing Agent or his/her designee.

2. If this Master Agreement, Contract, or Purchase Order is for an amount of \$25,000 or less, the County Executive and the County Administrative Officer are not required by the Baltimore County Code to sign. Accordingly, any such Master Agreement, Contract or Purchase Order that is for \$25,000 or less shall be signed by the Director of the Office of Budget and Finance or his designee as allowed for in the County Code.

3. The County's Solicitation, Request for Proposal, or Request for Bid, as applicable, shall be incorporated herein in its entirety.

4. The Contractor may not and shall not amend or modify the terms and conditions of this Master Agreement, Contract, or Purchase Order, as applicable, unless such amendment or modification is in writing and signed by a legally authorized signatory of the Contractor and the County, and the Baltimore County Office of Law.

5. Invoicing: Invoices must be submitted, in duplicate, to the Office of Budget and Finance, Disbursements Section, Room 148, 400 Washington Avenue, Towson, MD 21204-4665. Invoices must show the vendor's federal tax identification number (FEIN) or social security number, as appropriate and order number and line number(s) that correspond with the order(s). Cash discount periods will be computed either from the date of delivery and acceptance of the goods ordered, or the date of receipt of correct and proper invoices prepared in accordance with terms of Baltimore County's order, whichever date is later. Under no circumstances will interest be paid.

6. Incorporation by reference: If this purchase order is the result of a written solicitation. the solicitation and response are hereby incorporated by reference.

7. County Council Approval: Prior approval of the Baltimore County Council is required on contracts for services in excess of \$25,000 per year or in excess of two years.

8. Fee Prohibition: The contractor warrants and represents that it has not employed or engaged any person or entity to solicit or secure this agreement, and that it has not paid, or agreed to pay any person or entity a fee or any other consideration contingent on the making of this agreement. If any suit, claim, or demand shall arise concerning such a fee, the contractor agrees to indemnify, hold harmless, and defend the County from all such claims, suits, or demands.

9. Discrimination Prohibited: In the execution of the obligations and responsibilities hereunder, including, but not limited to, hiring or employment made possible by or relating to this agreement, the Contractor shall not discriminate against persons because of race, color, religion, sex, age, political affiliation, national origin, marital status, sexual orientation, gender identity or expression, genetic information, status as a veteran, or disability unrelated in nature and extent so as to reasonably preclude the performance of the employment.

10. Applicable Law: This agreement shall be governed and construed in accordance with the laws and regulations of the State of Maryland and Baltimore County.

11. Any litigation arising out of or relating in any way to this agreement or the performance thereunder shall be brought only in the courts of Maryland, and the Contractor hereby irrevocably consents to such jurisdiction. To the extent that the County is a party to any litigation arising out of or relating in any way to this agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in the courts of Maryland.

12. Funding Out: If funds are not appropriated or otherwise made available to support continuation of this agreement in any fiscal year, the County shall have the right to terminate the agreement without prior notice to the contractor and without any obligation or penalty.

13. Material Safety Data Sheet: If products to be provided to the County contain any substances that could be hazardous or injurious to a person's health, a material safety data sheet (MSDS) must be provided to the Purchasing Division, 400 Washington Avenue, Room 148, Towson, MD 21204-4665. This applies also to any product used by a contractor when providing a service to the County.

14. Recycled and Recyclable Products: The contractor agrees that it will not use packaging materials made of non-recyclable Styrofoam (Polystyrene). Additionally, any materials used in packing to cushion, protect and ship are to be made of recycled, recyclable or biodegradable materials.

15. Copiers, scanners, printers, facsimile equipment and any other office equipment that contain hard drives that have the capability to store data internally, will be required to provide overwrite capability with an option to return hard drives to the County for proper disposal at the end of life.

16. Termination for Convenience: The County may terminate this agreement, in whole or in part, without cause, by providing written notice thereof to the contractor. In the event of termination, without cause, the County shall advise the contractor in writing of the termination date and of work to be performed during the final days prior to termination. The contractor shall be paid for all reasonable costs incurred by the contractor up to the date of termination set forth in the written notice of termination. The contractor will not be reimbursed for any anticipatory profits, which have not been earned up to the date of termination. Payments to be provided on a hump sum basis shall be prorated by the County based on the services rendered or goods delivered up to the date of termination set forth in the written notice.

17. Termination for Default: In addition to other available rights and remedies, the County shall have the right upon the happening of any default, without providing notice to the contractor: 1) To terminate this agreement immediately, in whole or in part; 2) To suspend the contractor's authority to receive any undisbursed funds; and/or 3) To proceed at any time or from time to time to protect and enforce all rights and remedies available to the County, by suit or any other appropriate proceedings, whether for specific performance or any covenant, term or condition set forth in the contract, or for damages or other relief, or proceed to take any action authorized or geods delivered under applicable law or regulations. Upon termination of this agreement for default, the County may elect to pay the contract for services provided or goods delivered up to the date of termination, less the amount of damages caused by the default, all as determined by the County in its sole discretion. If the damages exceed the undisbursed sums available for compensation, the County shall not be obligated to make any further disbursements hereunder.

18. Indemnification: The contractor shall indemnify and hold harmless the County, its employees, agents and officials from any and all liabilities, claims, suits, or demands including attorney's fees and court costs which may be incurred or made against the County, its employees, agents or officials resulting from any act or omission committed in the performance of the duties imposed by and performed under the terms of the agreement. The contractor shall not be responsible for acts of gross negligence or willful misconduct committed by the County.

The contractor shall also indemnify and hold harmless the County, its employees, agents and officials from any and all liabilities, claims, suits, or demands including attorney's fees and court costs which may be made against the County, its employees, agents or officials by any third party arising from the alleged violation of any third party's trade secrets, proprietary information, trademark, copyright, patent rights, or intellectual property rights in connection with the agreement.

19. Defense: Unless notified in writing by the County to the contrary, the contractor shall provide defense for the County, its employees, agents and officials and in doing so the contractor shall allow the County to participate in said defense of the County, its employees, agents and officials, to the extent and as may be required by the County and the contractor shall cooperate with the County in all aspects in connection therewith. All fillings, actions, settlements, and pleadings shall be provided to the County for comment and review prior to filling or entering thereof. No filling, action, settlement or pleading shall be filed or entered without the prior consent and approval of the County.

20. Property Lost, Damaged or Destroyed: Any deliverables to be provided by the contractor will remain at the contractor's risk until written acceptance by Baltimore County; and the contractor will replace, at the contractor's expense, all deliverables lost, damaged or destroyed by any cause whatsoever.

Approved Reviewed and B_{Y} : ames. Director of Budget and Finance

or Director's designee

Reviewed for Legal Sufficiency (based upon typeset document) By: Baltimore County, Maryland By: County Administrative Office

Baltimore County office of Law (approval does not convey approval or disapproval of substantive nature of the transaction)



MASTER AGREEMENT BALTIMORE COUNTY, MARYLAND Office of Budget and Finance Vendor: VC004722 CRISWELL CHEVRO 503 QUINCE ORCHA		Document ID: Version: Buyer: Buyer Phone: Effective Date: Date Printed:	00004505 Fiscal Year: 2021 1 New Brian Mohney Brian 410-887-3243 11/01/20 11/01/20 Expiration Date: 10/31/21 November 10, 2020				
GAITHERSBURG, M	D 208781497						
Document Description: Off-	the-Lot, New and Used \	/ehicles through C	lass 7				
Contract Approved Date:							
Not to Exceed:			Current Renewal Period: 0				
Reason for Modification:							
Extended Description: Incorporating the Baltimore County Solicitation #B-1560, dated 10/16/20 including, but not limited to, the Bid Response, Procurement Affidavit, MBE/WBE Affidavit and documents, and Insurance, as applicable. Vendor Contact: Scott Silverman, 301-948-5460 or fieet-man@msn.com. Titling Information: All applications for titling should be filled out as follows: Baltimore County Government, 11112 Gilroy Road, Suite 102, Hunt Valley, MD 21031. Soundex #Z975001211958, Federal ID Number 52-6000889, Insurance Information: Self Insured, Policy #0052, (Leave Class of Tags Blank).							
(or begin service). This is a notice that the you submitted. All terms, conditions and s authorized to purchase from this agreement number for each item. Changes in items to approval must also be obtained before distr	Master Agreement (MA) r pecifications of the solicita t must issue an order and re be furnished are not permi bibutors can be added or del sted are estimated and no q	eferenced above has tion will apply to all ference the Master A itted (unless approve leted. If a distributor	(PO) must be issued before you are authorized to ship been awarded to you based on the bid (or proposal) orders placed from this agreement. Any agency Agreement number, line number and commodity item d by the Purchasing Division prior to delivery). Prior r list was submitted, the contractor must send copies of eed. The contractor must supply actual requirements				

MASTER A	GREEMENT	Document ID: Vendor:	00004505 VC004722	Version:	1				
Line No.	Commodity	UoM	Unit Price	Discount % Off Catalog \$	Contract Amount				
1	07104	EACH	\$0.0000	0.0000	\$0.00				
Vehicle, New,	Vehicle, New, Sedan & CUV, Chevrolet, Dealer Invoice minus \$519.00.								
2	07104	EACH	\$0.0000	0.0000	\$0.00				
Vehicle, New,	SUV, Chevrolet, De	ealer Invoice minus	\$519.00.						
3	07104	EACH	\$0.0000	0.0000	\$0.00				
Vehicle, New,	Van, Chevrolet, De	aler invoice minus S	\$519.00.						
4	07104	EACH	\$0.0000	0.0000	\$0.00				
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7	07104	EACH	\$0.0000	0.000 0.00	\$0.00				
Vehicle, Used	l, Sedan & CUV, Bla	ick Book Value Plus	s \$1,990.00.						
8	07104	EACH	\$0.0000		\$0.00				
Vehicle, Used	, SUV, Black Book	Value plus \$1,990.0	00.						
9	07104	EACH	\$0.0000	0.0000	\$0.00				
Vehicle, Used	l, Van, Black Book V	/alue plus \$1,990.0	0.						
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11	07104	EACH	\$0.0000	0.0000	\$0.00				
Vehicle, Used	l, Class 3 Chassis C	ab, Black Book Val	ue plus \$1,990.00 <i>.</i>						
12	07104	EACH	\$0.0000	0.0000	\$0.00				
Vehicle, Used	I, Class 4-7 Chassis	Cab, Black Book V	/alue plus \$1,990.00						
13	07104		\$0.0000	0.0000	\$0.00				
Vehicles, Off-	the-Lot, New and U	sed, Blanket Encu n	nbrance, for line item	is listed on this Agree	ement.				
Renewal Per	iod No: 1	Renewal	Begin Date: 11/01/2	21 Rene	wal End Date: 10/31/22				
Renewal Per	riod No: 2	Renewal	Begin Date: 11/01/2	22 Rene	wal End Date: 10/31/23				
Renewal Per	iod No: 3	Renewal	Begin Date: 11/01/2	23 Rene	wal End Date: 10/31/24				
Renewal Per	iod No: 4	Renewal	Begin Date: 11/01/2	24 Rene	wal End Date: 10/31/25				

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Purchases are subject to the Baltimore County Charter and Article 10, Title 2 of the Baltimore County Code, 2003, as amended. Baltimore County will not be responsible for any goods delivered or services rendered unless covered by an official order signed by the Purchasing Agent or his/her designee. No change, modification, or revision shall be binding upon Baltimore County unless made in writing by the Purchasing Agent or his/her designee. Contractor shall not assign its obligations to perform hereunder in whole or in part without the prior written consent of the Purchasing Agent or his/her designee:

 If this Master Agreement, Contract, or Purchase Order is for an amount of \$25,000 or less, the County Executive and the County Administrative Officer are not required by the Baltimore County Code to sign. Accordingly, any such Master Agreement, Contract or Purchase Order that is for \$25,000 or less shall be signed by the Director of the Office of Budget and Finance or his designee as allowed for in the County Code.

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9. Discrimination Prohibited: In the execution of the obligations and responsibilities hereunder, including, but not limited to, hiring or employment made possible by or relating to this agreement, the Contractor shall not discriminate against persons because of race, color, religion, sex, age, political affiliation, national origin, marital status, sexual orientation, gender identity or expression, genetic information, status as a veteran, or disability unrelated in nature and extent so as to reasonably preclude the performance of the employment.

10. Applicable Law: This agreement shall be governed and construed in accordance with the laws and regulations of the State of Maryland and Baltimore County

11. Any litigation arising out of or relating in any way to this agreement or the performance thereunder shall be brought only in the courts of Maryland, and the Contractor hereby irrevocably consents to such jurisdiction. To the extent that the County is a party to any litigation arising out of or relating in any way to this agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in the courts of the State of Maryland.

12. Funding Out: If funds are not appropriated or otherwise made available to support continuation of this agreement in any fiscal year, the County shall have the right to terminate the agreement without prior notice to the contractor and without any obligation or penalty.

13 Material Safety Data Sheet: If products to be provided to the County contain any substances that could be hazardous or injurious to a person's health, a material safety data sheet (MSDS) must be provided to the Purchasing Division, 400 Washington Avenue, Room 148, Towson, MD 21204-4665. This applies also to any product used by a contractor when providing a service to the County.

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15. Copiers, scanners, printers, facsimile equipment and any other office equipment that contain hard drives that have the capability to store data internally, will be required to provide overwrite capability with an option to return hard drives to the County for proper disposal at the end of life.

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17 Termination for Default: In addition to other available rights and remedies, the County shall have the right upon the happening of any default, without providing notice to the contractor' 1) To terminate this agreement immediately, in whole or in part; 2) To suspend the contractor's authority to receive any undisbursed funds; and/or 3) To proceed at any time or from time to protect and enforce all rights and remedies available to the County, by suil or any other appropriate funds; proceedings, whether for specific performance or any covenant, term or condition set forth in the contract, or for damages or other relief, or proceed to take any action authorized or goods delivered up to the date of termination, less the amount of damages caused by the default, all as determined by the County in its sole discretion. If the damages exceed the undisbursed sums available for compensation, the County shall not be obligated to make any further disbursements hereunder

18. Indemnification: The contractor shall indemnify and hold harmless the County, its employees, agents and officials from any and all liabilities, claims, suits, or demands including attorney's fees and court costs which may be incurred or made against the County, its employees, agents or officials resulting from any act or omission committed in the performance of the duties imposed by and performed under the terms of the agreement. The contractor shall not be responsible for acts of gross negligence or willful misconduct committed by the County.

The contractor shall also indemnify and hold harmless the County, its employees, agents and officials from any and all liabilities, claims, suits, or demands including attornay's fees and court costs which may be made against the County, its employees, agents or officials by any third party arising from the alleged violation of any third party's trade secrets, proprietary information, trademark, copyright, patent rights, or intellectual property rights in connection with the agreement.

19. Defense: Unless notified in writing by the County to the contrary, the contractor shall provide defense for the County, its employees, agents and officials and in doing so the contractor shall allow the County to participate in said defense of the County, its employees, agents and officials, to the extent and as may be required by the County and the contractor shall allow the County in all aspects in connection therewith. All filings, actions, settlements, and pleadings shall be provided to the County for comment and review prior to filing or entering thereof. No filing, action, settlement or pleading shall be filed or entered without the prior consent and approval of the County.

20. Property Lost, Damaged or Destroyed. Any deliverables to be provided by the contractor will remain at the contractor's risk until written acceptance by Baltimore County; and the contractor will replace, at the contractor's expense, all deliverables lost, damaged or destroyed by any cause whatsoever.

Reviewed and Approved: Amen Ouk By

Director of Budget and Finance or Director's designee

Reviewed for Legal Sufficiency (based upon typeset document) Was By: Vickie

Baltimore County, Maryland Kedl toc. By: County Administrative Office

Baltimore County Office of Law 2005 (approval does not convey approval or disapproval of substantive nature of the transaction)

11.16.20



No: G 39443100

PPD. OR COLL.

Here is our quotation on the goods named, subject to the conditions noted:

CONDITIONS: The prices and terms on this quotation are not subject to verbal changes or other agreements unless approved in writing by the Home Office of the Seller. All quotations and agreements are contingent upon strikes, accidents, fires, availability of materials and all other causes beyond our control. Prices are based on costs and conditions existing on date of quotation and are subject to change by the Seller before final acceptance.

TO BE SHIPPED VIA

0R00- 3731P

062

Typographical and stenographic errors are subject to correction. Purchaser agrees to accept either overage or shortage not in excess of ten percent to be charged for pro-rata. Purchaser assumes liability for patent and copyright infringement when goods are made to Purchaser's specifications. When quotation specifies material to be furnished by the purchaser, ample allowance must be made for reasonable spoilage and material must be of suitable quality to facilitate efficient production.

Conditions not specifically stated herein shall be governed by established trade customs. Terms inconsistent with those stated herein which may appear on Purchaser's formal order will not be binding on the Seller, Moxley's agrees to hold clients harmless from any transportation incident that is a result of a negligent act by our drivers.

QUANTITY	DESCRIPTION	PRICE	AMOUNT
lea -	BOSS &' SUPER - DVIN SNOW PLOW RT3 SMORT- HITCH-	F 61000	
		4. C	
0	BLADE MARKERS		
1 9	HAND-HELD CONTROLLER		
	Sturs '		
iea -	BOSS VBX- 8000 V-BOX AVGER-TYPE -4	£ 8100 - 00	
ť	TOP SCREENS	OVVUS	
	55 ADJUSTABLE HEIGHT SPINNER ASSY		
¢	IN CAB CONTROLS & CONSOLE		
6	WORK UGHTS		
Ø	COVER FOR LOAD / TARP		
IEA -	BUYERS NO DRILL 3RD BRAKE LIGHT MONNT -9	4 02 00	
	AND WHELEN RULPPA LED AMBER MINI- LIGHTEDR	a 830,	
1 En -	AMBER GRIL- LIGHTS FRONT - WHELEN -	6 700 00	
		agg,	
Note -	WE DO NOT HAVE ANYTHING FOR		
	REAR OF PICKUP LIGHTS,		
~~	ADD \$\$ 3000 FOR DEFVELTER		
	TOK DES VELAER	TAX	EXEMPT
8	QUOTE VALID FOR 30 DAYS BY MWM #X66	A	
	QUOTE VALID FOR DAYS. BY THUN TOXIC	1	64



Vehicle: [Fleet] 2022 Chevrolet Silverado 3500HD (CK30943) 4WD Crew Cab 172" Work Truck





Vehicle: [Fleet] 2022 Chevrolet Silverado 3500HD (CK30943) 4WD Crew Cab 172" Work Truck (</

Price Summary

PRICE SUMMARY

	Invoice	MSRP
Base Price	\$45,313.40	\$47,900.00
Total Options	\$2,561.65	\$2,815.00
Vehicle Subtotal	\$47,875.05	\$50,715.00
Dealer Advertising Adjustment	\$1,014.30	\$0.00
Destination Charge	\$1,795.00	\$1,795.00
Grand Total	\$50,684.35	\$52,510.00

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

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Vehicle: [Fleet] 2022 Chevrolet Silverado 3500HD (CK30943) 4WD Crew Cab 172" Work Truck (Complete)

elected Mc	odel and Options		
IODEL			
CODE	MODEL	Invoice	MSRP
CK30943	2022 Chevrolet Silverado 3500HD 4WD Crew Cab 172" Work Truck	\$45,313.40	\$47,900.00
OLORS			
CODE	DESCRIPTION		
GAZ	Summit White		
PTIONS			
CODE	DESCRIPTION	Invoice	MSRP
1WT	Work Truck Preferred Equipment Group includes standard equipment	\$0.00	\$0.00
5H1	Key equipment, two additional keys for single key system Provides two additional spare keys for a total of (4). (Keys will be cut but not programmed) NOTE: programming of keys is at customer's expense. Programming keys is not a warranty expense. (Requires (SAF) spare tire lock. Not available with SEO (5Z4) spare wheel, carrier and lock delete or (ZW9) pickup bed delete.)	\$40.95	\$45.00
AE7	Seats, front 40/20/40 split-bench with upper covered armrest storage with fixed lumbar (STD)	\$0.00	\$0.00
AQQ	Remote Keyless Entry with 2 transmitters (Included and only available with (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package.)	Inc.	Inc.
CGN	Chevytec spray-on bedliner Black with Chevrolet logo (does not include spray-on liner on tailgate due to Black composite inner panel) (Included with (CMT) Gooseneck / 5th Wheel Package or (ANQ) Alaskan Snow Plow Special Edition. Not available with (ZW9) pickup bed delete or (NHT) Max Trailering Package. Not available with any Ship Thrus EXCEPT (TCE), (TCH), (VSH) or (VTV).)	\$495.95	\$545.00
DBG	Mirrors, outside power-adjustable vertical trailering with heated upper glass lower convex mirrors, integrated turn signals, manual folding/extending (extends 3.31" [84.25mm]) (Included and only available with (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package.)	Inc.	Inc.
E63	Durabed, pickup bed (STD)	\$0.00	\$0.00
G1Y	GVWR, 11,500 lbs. (5216 kg) with single rear wheels (STD) (Included and only available with model CK30943 model and (L8T) 6.6L V8 gas engine or CC30903 and (L5P) Duramax 6.6L Turbo-Diesel V8 engine. Requires single rear wheels.)	Inc.	Inc.
GAZ	Summit White	\$0.00	\$0.00
GT4	Rear axle, 3.73 ratio (Requires (L8T) 6.6L V8 gas engine. Not available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)	\$0.00	\$0.00
H2G	Jet Black, Vinyl seat trim	\$0.00	\$0.00

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Vehicle: [Fleet] 2022 Chevrolet Silverado 3500HD (CK30943) 4WD Crew Cab 172" Work Truck (Complete)

PTIONS			
CODE	DESCRIPTION	Invoice	MSRP
IOR	Audio system, Chevrolet Infotainment 3 system, 7" diagonal color touchscreen, AM/FM stereo. Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, wired Apple CarPlay and Android Auto capable. (STD)	\$0.00	\$0.00
JL1	Trailer brake controller, integrated (Requires (ZLQ) WT Fleet Convenience Package, (PCV) WT Convenience Package or (L5P) Duramax 6.6L Turbo-Diesel V8 engine. Included with (CMT) Gooseneck / 5th Wheel Package.)	\$250.25	\$275.00
K34	Cruise control, electronic with set and resume speed, steering wheel-mounted (Included with (ZLQ) WT Fleet Convenience Package, (PCV) WT Convenience Package or (RGE) Safety Essentials Package.)	Inc.	Inc.
K4B	Battery, auxiliary, 730 cold-cranking amps/70 Amp-hr (Requires (L8T) 6.6L V8 gas engine and either (KW5) 220-amp alternator or (KHF) dual alternators. Not available with (KW7) 170-amp alternator.)	\$122.85	\$135.00
KHF	Alternators, dual, 220-amps primary, 170-amps auxiliary (Requires (K4B) auxiliary battery with (L8T) 6.6L V8 gas engine.)	\$0.00	\$0.00
L8T	Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline (401 hp [299 kW] @ 5200 rpm, 464 lb-ft of torque [629 N-m] @ 4000 rpm) (STD)	\$0.00	\$0.00
MYD	Transmission, 6-speed automatic, heavy-duty (STD) (Requires (L8T) 6.6L V8 gas engine.)	\$0.00	\$0.00
NE1	Emissions, Connecticut, Delaware, Maine, Maryland, Massachusetts, New Jersey, New York, Oregon, Pennsylvania, Rhode Island, Vermont and Washington state requirements	\$0.00	\$0.00
NZZ	Skid Plates protect the oil pan, front axle and transfer case (Included with (Z71) Z71 Off- Road Package or (VYU) Snow Plow Prep/Camper Package.)	Inc.	Inc.
PYT	Wheels, 18" (45.7 cm) painted steel (STD) (Requires single rear wheels.)	\$0.00	\$0.00
QF6	Tires, LT275/70R18E all-terrain, blackwall (STD) (Requires single rear wheels.)	\$0.00	\$0.00
QT5	Tailgate, gate function manual with EZ Lift includes power lock and release (Included and only available with (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package	Inc.	Inc.
SFW	Back-up alarm calibration This calibration will allow installation of an aftermarket back-up alarm by disabling rear perimeter lighting (Included with (ZW9) pickup bed delete. Not available with (8S3) back-up alarm or (UY2) trailer wire provisions.)	\$45.50	\$50.00
SRW	Single Rear Wheels (STD)	\$0.00	\$0.00
VK3	License plate kit, front (will be shipped to orders with ship-to states that require front license plate)	\$0.00	\$0.00
VQO	LPO, Black work step (dealer-installed) (Not available with any other assist steps.)	\$432.25	\$475.00

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Scott Silverman | 301-948-5460 | fleet-man@msn.com

Vehicle: [Fleet] 2022 Chevrolet Silverado 3500HD (CK30943) 4WD Crew Cab 172" Work Truck (Complete)

OPTIONS			
CODE	DESCRIPTION	Invoice	MSRP
VYU	Snow Plow Prep/Camper Package includes (KW5) 220-amp alternator, includes increased front GAWR on Heavy Duty models, (NZZ) skid plates (transfer case and oil pan), pass through dash grommet hole and roof emergency light provisions. Contact GM Upfitter Integration at www.gmupfitter.com for plow installation details and assistance. Note: if ordered for Camper usage, recommend ordering (UY2) Trailering wiring provisions (Requires 4WD model. Upgradeable to (KHF) Dual alternators (220-amp primary, 170-amp auxiliary). Included with (ANQ) Alaskan Snow Plow Special Edition. Not available with (F60) Heavy Duty Front Spring/Camper Package.)	\$482.30	\$530.00
ZLQ	WT Fleet Convenience Package includes (AQQ) Remote Keyless Entry, (K34) Cruise Control, (QT5) EZ Lift power lock and release tailgate and (DBG) outside power-adjustable vertical trailering with heated upper glass (Not available with (PCV) WT Convenience Package.	\$691.60	\$760.00
ZYG	Tire, spare LT275/70R18 all-terrain, blackwall (STD) (Included and only available with (QF6) LT275/70R18E all-terrain, blackwall tires with (E63) Durabed, pickup bed single rear wheel models. Available to order when (ZW9) pickup bed delete and (QF6) LT275/70R18E all-terrain, blackwall tires are ordered with single rear wheel models)	\$0.00	\$0.00
	Options Total	\$2,561.65	\$2,815.00

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Vehicle: [Fleet] 2022 Chevrolet Silverado 3500HD (CK30943) 4WD Crew Cab 172" Work Truck (</

Standard Equipment

Package	
	Trailering Package includes trailer hitch, 7-pin connector and (CTT) Hitch Guidance (Deleted when (ZW9) pickup bed delete is ordered.)
Mechanical	
	Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline (401 hp [299 kW] @ 5200 rpm, 464 lb- ft of torque [629 N-m] @ 4000 rpm) (STD)
	Transmission, 6-speed automatic, heavy-duty (STD) (Requires (L8T) 6.6L V8 gas engine.)
	Rear axle, 3.73 ratio (Requires (L8T) 6.6L V8 gas engine. Not available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)
	Durabed, pickup bed (STD)
	GVWR, 11,500 lbs. (5216 kg) with single rear wheels (STD) (Included and only available with model CK30943 model and (L8T) 6.6L V8 gas engine or CC30903 and (L5P) Duramax 6.6L Turbo-Diesel V8 engine. Requires single rear wheels.)
	Air filter, heavy-duty
	Air filtration monitoring
	Transfer case, two-speed electronic shift with push button controls (Requires 4WD models.)
	Auto-locking rear differential
	Four wheel drive
	Cooling, external engine oil cooler
	Cooling, auxiliary external transmission oil cooler
	Battery, heavy-duty 720 cold-cranking amps/80 Amp-hr maintenance-free with rundown protection and retained accessory power (Included and only available with (L8T) 6.6L V8 gas engine.)
	Alternator, 170 amps (Requires (L8T) 6.6L V8 gas engine.)
	Recovery hooks, front, frame-mounted, Black
	Frame, fully-boxed, hydroformed front section and a fully-boxed stamped rear section
	Suspension Package
	Steering, Recirculating ball with smart flow power steering system
	Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors
	Brake lining wear indicator
	Capless Fuel Fill (Requires (L8T) 6.6L V8 gas engine. Not available with (ZW9) pickup bed delete.)
Exterior	
	Wheels 18" (15.7 cm) painted steel (STD) (Requires single rear wheels)

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Scott Silverman | 301-948-5460 | fleet-man@msn.com

Vehicle: [Fleet] 2022 Chevrolet Silverado 3500HD (CK30943) 4WD Crew Cab 172" Work Truck (</

Exterior	
	Tires, LT275/70R18E all-terrain, blackwall (STD) (Requires single rear wheels.)
	Tire, spare LT275/70R18 all-terrain, blackwall (STD) (Included and only available with (QF6) LT275/70R18E all- terrain, blackwall tires with (E63) Durabed, pickup bed single rear wheel models. Available to order when (ZW9) pickup bed delete and (QF6) LT275/70R18E all-terrain, blackwall tires are ordered with single rear wheel models)
	Single Rear Wheels (STD)
	Tire carrier lock keyed cylinder lock that utilizes same key as ignition and door (Deleted with (ZW9) pickup bed delete.)
	Bumpers, front, Black
	Bumpers, rear, Black
	CornerStep, rear bumper
	BedStep, Black integrated on forward portion of bed on driver and passenger side (Deleted when (ZW9) pickup bed delete is ordered.)
	Moldings, beltline, Black
	Cargo tie downs (12), fixed, rated at 500 lbs per corner (Deleted with (ZW9) pickup bed delete.)
	Front grille bar with "CHEVROLET" molded in Black includes Black mesh inserts with small Gold bowtie emblem.
	Headlamps, halogen reflector with halogen Daytime Running Lamps
	Taillamps, with incandescent tail, stop and reverse lights (Note: Trucks equipped with dual rear wheels will feature LED signature tail and stop lamps, with incandescent reverse lamp.)
	Lamps, cargo area cab mounted integrated with center high mount stop lamp, with switch in bank on left side of steering wheel
	Mirrors, outside high-visibility vertical trailering lower convex mirrors, manual-folding/extending (extends 3.31" [84.25mm]), molded in Black
	Mirror caps, Black
	Glass, solar absorbing, tinted
	Door handles, Black grained
	Tailgate, standard (Deleted with (ZW9) pickup bed delete.)
	Tailgate and bed rail protection cap, top
	Tailgate, locking, utilizes same key as ignition and door (Upgraded to (QT5) EZ Lift power lock and release tailgate when (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package is ordered. Not available with (ZW9) pickup bed delete.)
	Tailgate, gate function manual, no EZ Lift (Deleted with (ZW9) pickup bed delete.)

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Vehicle: [Fleet] 2022 Chevrolet Silverado 3500HD (CK30943) 4WD Crew Cab 172" Work Truck (Complete)

Entertainment	
	Audio system, Chevrolet Infotainment 3 system, 7" diagonal color touchscreen, AM/FM stereo. Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, wired Apple CarPlay and Android Auto capable. (STD)
	Audio system feature, 6-speaker system (Requires Crew Cab or Double Cab model.)
	Bluetooth for phone connectivity to vehicle infotainment system
Interior	
	Seats, front 40/20/40 split-bench with upper covered armrest storage with fixed lumbar (STD)
	Seat trim, Vinyl
	Seat adjuster, driver 4-way manual
	Seat adjuster, passenger 4-way manual
	Seat, rear 60/40 folding bench (folds up), 3-passenger (includes child seat top tether anchor) (Requires Crew Cab or Double Cab model.)
	Floor covering, rubberized-vinyl (Not available with LPO floor liners.)
	Steering wheel, urethane
	Steering column, Tilt-Wheel, manual with wheel locking security feature
	Instrument cluster, 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure
	Driver Information Center, 3.5" diagonal monochromatic display
	Exterior Temperature Display located in radio display
	Window, power front, drivers express up/down (Standard on Crew Cab and Double Cab models. On Regular Cab model, included and only available with (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package.)
	Window, power front, passenger express down (Standard on Crew Cab and Double Cab models. On Regular Cab model, included and only available with (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package.)
	Windows, power rear, express down (Not available with Regular Cab models.)
	Door locks, power (Standard on Crew Cab and Double Cab models. On Regular Cab models, included and only available with (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package.)
	Power outlet, front auxiliary, 12-volt
	USB ports, 2 (first row) located on instrument panel
	Air conditioning, single-zone
	Air vents, rear, heating/cooling (Not available on Regular Cab models.)
	Mirror, inside rearview, manual tilt
	Assist handles front A-pillar mounted for driver and passenger, rear B-pillar mounted
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Vehicle: [Fleet] 2022 Chevrolet Silverado 3500HD (CK30943) 4WD Crew Cab 172" Work Truck (Complete)

StabiliTrak, stability control system with Proactive Roll Avoidance and traction control includes electronic trailer sway control and hill start assist
Daytime Running Lamps with automatic exterior lamp control
Airbags, Dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
Rear Vision Camera (Deleted with (ZW9) pickup bed delete.)
Hitch Guidance dynamic single line to aid in trailer alignment for hitching (Deleted with (ZW9) pickup bed delete.)
Rear Seat Reminder (Requires Crew Cab or Double Cab model.)
Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver
Tire Pressure Monitoring System with Tire Fill Alert (does not apply to spare tire)
Trailering Information Label provides max trailer ratings for tongue weight, conventional, gooseneck and 5th wheel trailering (Not available with (ZW9) pickup bed delete.)
Warranty Note: <<< Preliminary 2022 Warranty >>> Basic Years: 3 Basic Miles/km: 36,000 Drivetrain Years: 5 Drivetrain Miles/km: 60,000 Drivetrain Note: HD Duramax Diesel: 5 Years/100,000 Miles; Qualified Fleet Purchases: 5 Years/100,000 Miles Corrosion Years (Rust-Through): 6 Corrosion Years: 3 Corrosion Miles/km (Rust-Through): 100,000 Corrosion Miles/km: 36,000 Roadside Assistance Years: 5 Roadside Assistance Miles/km: 60,000 Roadside Assistance Note: HD Duramax Diesel: 5 Years/100,000 Miles; Qualified Fleet Purchases: 5

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Data Version: 16622. Data Updated: May 31, 2022 6:29:00 PM PDT.

Priority Install LLC 8340-C Beechcraft Ave Gaithersburg, MD 20879 301-987-2046

Estimate

Estimate # Date 6/1/2022

P7459

Lauren@priorityinstall.com www.priorityinstall.com

Billing Name/Address	
Criswell Chevrolet 503 Quince Orchard Road Gaithersburg, MD 20878	

Ship To

Criswell Chevrolet 503 Quince Orchard Road Gaithersburg, MD 20878

Qty	Part #	Description	Price Each	Amount
		** 2022 Chevy Silverado 3500 **		
		Front Grill		
2	MCRNTF	MCRNTF STUD MOUNT MICRON AMB/WHT	85.00	170.00
		Rear Corner Strobes		
2	VTX9F	Vertex Omni Directional Super-LED Light, DUO, Amber/White	75.00	150.00
2	VTXADAPT	VTXADAPT VERTEX TWIST-IN ADAPTER KIT	7.00	14.00
1	GS2AAAA	*Overhead Lightbar w/ Amber Directional* Whelen Legacy Lightbar 54", Custom LED	2,555.00	2,555.00
		Front: All Amber Rear: All Amber Corners: Amber w/ White Alley Lights)
		Siren Control Box		
1	WCC92	WCC92	192.00	192.0
		WeCan [®] Controller, Control lights and Traffic Advisor [™] functions from a Single Keypad. 3 Posit Slide Switch and 6 Pre-programmed Push-buttons	tion	
1	WCC9SM	WCC9SM Optional Pedestal/Swivel Mount for WCC9 or WC Control Head	27.00	27.0
		Labor + Install		
	s are good for 30 days. hipping charges will be	If approved, sign and send to your salesman. added to the invoice.	Subtotal	
Approval Signature:		s	Sales Tax (0.0%)	
Find us on Facebook! facebook.com/priorityinstall		Fotal		

Priority Install LLC 8340-C Beechcraft Ave Gaithersburg, MD 20879 301-987-2046

Estimate

Estimate # Date 6/1/2022

P7459

Lauren@priorityinstall.com www.priorityinstall.com

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Billing Name/Address
Criswell Chevrolet 503 Quince Orchard Road Gaithersburg, MD 20878

Ship To

Criswell Chevrolet 503 Quince Orchard Road Gaithersburg, MD 20878

			Γ		
Qty	Part #	Description		Price Each	Amount
1	PDM-6PR2	Central power distribution module - Provides to battery hot, timed & igniton controlled circuits single accessible distribution center.		155.00	155.00
1	Labor	Installation of above		1,320.00	1,320.00
stimate: ctual sh	s are good for 30 days. If hipping charges will be a	approved, sign and send to your salesman. dded to the invoice.	Subto	tal	\$4,583.00
pprova	l Signature:		Sales	Tax (0.0%)	\$0.00
f	Find us on Faceb	oook! facebook.com/priorityinstall	Tota	I	\$4,583.00



City of Hyattsville

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

10.c.

Agenda Item Report

File #: HCC-31-FY23

8/1/2022

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

Item Title: Installation of Electrical Service at Heurich Park for the Portland Loo

Suggested Action:

I move that the Mayor and Council authorize the City Administrator to accept the proposal from District Electrical Services (DES) for the installation of electrical service at Heurich Park in preparation for installation of a Portland Loo for an expenditure not to exceed \$24,000.

Summary Background:

In September 2020 the City Council authorized the purchase of 2 Portland Loos to be installed in parks throughout the City. In November 2021 the Council authorized an expenditure to JMT under their existing contract for the design and permitting of the PEPCO electrical service at Heurich Park. The Portland Loos were finally delivered at the end of 2021 and PEPCO approved the installation of electrical service to Heurich Park in spring of 2022. City staff solicited several proposals for installation of the electrical service and DES was the most responsible and responsive and provided the best value to the City.

Next Steps: Issue purchase order and install electrical service at Heurich Park.

Fiscal Impact: NTE \$24,000

City Administrator Comments: Recommend Approval

Community Engagement: Community engagement occurred prior to the purchase of the Portland Loos

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

Legal Review Required? N/A



Certified Business Enterprise (CBE) 1100 New Jersey Avenue SE

Suite 730 Washington, D.C. 20003 Phone: (301) 864-5080 Fax: (301) 864-5085 www.districtelectricalservices.com

Proposal

Attention:Tara GeorgeCompany:City of HyattsvilleAddress:4633 Arundel PlaceHyattsville, MD 20781

Date: Project: Address: 07/12/2022 The Portland Loo at Heurich Park 2800 Nicholson Street Hyattsville, MD 20782

District Electrical Services, Inc. is pleased to quote the amount of **NINETEEN THOUSAND, SEVEN HUNDRED DOLLARS (\$19,700.00)** for the work outlined below:

Scope of Work

- Install Meter Pedestal per 90% CD Drawings dated May 6th, 2022
- Run pipe from Meter Pedestal to Loo location
- Run wire from Meter Pedestal to Loo location

Notes:

- a) 6% Sales Tax.
- b) District Electrical Services, Inc. is not responsible for the boreing of the land from Pepco Utility Service hookup to meter stack. This task is to be completed by Pepco themselves.
- c) All work to be performed during normal working hours, Monday through Friday, 6:00AM to 3:30PM. Overtime for outages only. No Sunday or Holiday work.
- d) Outages will be coordinated during off hours if required.

Submitted By:Kenny KuehhasDate Submitted:07/12/2022Phone:(240) 508-2887Email:kkuehhas@districtelectric.com

To accept this proposal, please fill-out the information below and return to District Electrical Services, Inc. either via fax at (301) 864-5085 or via email to the submitting official outlined directly above.

Company Official:	
Title:	
Date:	
Signature:	
Х	

The price outlined in this proposal will remain firm for 30 days. Beyond this thirty-day window, the price will need to be reconfirmed. Execution of this contract constitutes an agreement to the cost of performing the proposed work. This price excludes any additional costs that may be incurred due to extending the project schedule, any potential delays, or any impact that any change, for any discipline, may have with regards to the initial electrical scope of work.



Agenda Item Report

File #: HCC-32-FY23

8/1/2022

10.d.

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

Item Title: Truck Rentals for FY23

Suggested Action:

I move that the Mayor and Council authorize an expenditure not to exceed \$75,000 to United Rentals for the temporary rental of pickup trucks and dump trucks for FY23, utilizing the Sourcewell Collective Purchasing Agreement #062320-URI.

Summary Background:

Due to supply chain issues and other delays resulting from the COVID-19 pandemic, trucks, and parts to repair trucks are harder to source and taking longer to receive. To assist the Department in providing various services to residents United Rentals has provided several trucks through monthly rentals. These rentals have allowed trucks to spend extended time out of service while waiting for parts to become available. In addition, short term rental of dump trucks with plows and salt spreaders were used during FY22. These trucks augmented the City's fleet of plow and salt trucks during the several storms experienced this past winter. The rental trucks provide the department with the equipment needed when it is needed without requiring a large up front Capital investment.

Next Steps:

Issue purchase order and complete rental reservations

Fiscal Impact: NTE \$75,000

City Administrator Comments: Recommend Approval

Community Engagement: N/A

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

Legal Review Required? N/A

Your Quote Number is #208793473.

This quote is associated with Requisition #A007055981. Return to your cart to complete your 2 remaining request(s).

Return To Cart



Cat Class: 950-2245

Half Ton Crew Cab Pickup Truck, 4WD

QTY: 3 at ~ \$13,980 each Duration: 08/01/2022 - 07/31/2023

jobsite

CITY OF HYATTSVILLE

3505 HAMILTON ST X:X@X HYATTSVILLE, MD 20782-3960

Contact

HAL METZLER (240) 832-6959 HMETZLER@HYATTSVILLE.ORG

RECEIVE

Pick Up at Branch + \$0 Aug 1, 2022 12:00pm

RETURN

Drop Off at Branch + \$0 Jul 31, 2023 12:00pm

Branch Location Equipment & Tool Rentals 4900 UPSHUR STREET, Bladensburg 20710 BILLING

Account: CITY OF HYATTSVILLE Account Number: 119024 PO #: trucks Rental Protection Plan: No

Estimated Cost (3 item)

\$41,937.09

If you are experiencing difficulties calling your local branch, please call 1-833-396-6220 to immediate assistance.

Your Quote Number is #208794767.

This quote is associated with Requisition #A007056415.



Cat Class: 952-7055

Dump Truck, 5 cubic yds., Single Axle, Gas or Diesel, Class B

QTY: 2 at ~ \$9,782 each Duration: 11/14/2022 - 03/14/2023



Cat Class: 952-2905

Truck Plow, Dump Truck

QTY: 2 at ~ \$1,791 each Duration: 11/14/2022 - 03/14/2023

Cat Class: 950-2950

Salt Spreader Box For Truck

QTY: 2 at ~ \$3,731 each Duration: 11/14/2022 - 03/14/2023

jobsite

CITY OF HYATTSVILLE

3505 HAMILTON ST X:X@X HYATTSVILLE, MD 20782-3960

Contact

HAL METZLER (240) 832-6959 HMETZLER@HYATTSVILLE.ORG

RECEIVE

Pick Up at Branch + \$0

Nov 14, 2022 12:00pm

RETURN

Drop Off at Branch + \$0 Mar 14, 2023 12:00pm

Branch Location Equipment & Tool Rentals 4900 UPSHUR STREET, Bladensburg 20710 BILLING

Account: CITY OF HYATTSVILLE Account Number: 119024 PO #: truck Rental Protection Plan: No

Estimated Cost (6 item)

\$30,605.50



Agenda Item Report

File #: HCC-33-FY23

8/1/2022

10.e.

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

Item Title: Installations of Bioretention Plantings on Wells Blvd/Pkwy

Suggested Action:

I move that the Mayor and Council approve an expenditure not to exceed \$30,000 to SMC for the installation of bioretention facilities on Wells Boulevard/Parkway utilizing their existing contract.

Summary Background:

As the City contractor completes the construction work on the Complete Green Street project on Wells Boulevard/Parkway, the City needs to prepare for the installation of plants and other materials in the bioretention beds that were a part of the project. SMC is one of the City's on-call environmental and stormwater engineering and design companies and has completed several other bioretention planting projects in the City. The fall planting season depends on the weather, SMC plans to start sometime in September or October depending on the weather.

Next Steps:

Issue purchase order and schedule installation

Fiscal Impact: NTE \$30,000

City Administrator Comments:

Recommend Approval

Community Engagement:

Community engagement occurred during the multi-year design process for the project.

Strategic Goals:

Goal 3 - Promote a Safe and Vibrant Community

Legal Review Required?

N/A



913 Ridgebrook Road | Suite 302 | Sparks, MD 21152 P: 410.785.0875 | www.mdswm.com | info@mdswm.com

WORK AUTHORIZATION

Date: May 13, 2022

- To: City of Hyattsville Hal Metzler: hmetzler@hyattsville.org
- Project: City of Hyattsville "SWM Project 20008"
- Subject: Task Order #14 Wells Boulevard Landscaping SWM Project 20008.14 - TO14

In accordance with your request, Stormwater Maintenance, LLC (dba SMC) is pleased to submit this work authorization proposal for the requested repairs on the above referenced facility. This proposal is based on the *Wells Boulevard Improvements Planting Plan*, developed by Bradley Site Design, Inc., issued 04/22/2022.

Scope of Services:

SMC proposes to perform work as specifically described in the following scope of work:

- 1. Furnish and install plantings per the above referenced drawings and specifications referenced above.
- 2. Furnish and install 3" of mulch across all 4 stormwater facilities per the drawings and specifications referenced above.

Work proposed herein is limited to what is described in the above Scope of Services. Planting will be completed during seasonally appropriate conditions, either March through June or September through December. This proposal <u>does not</u> include permitting, as-built survey, or any type of landscape certification. Additionally, this proposal assumes no flagging operation is necessary during construction. Watering of installed plants after installation <u>is not</u> included in this proposal. Any work requested to be performed, is subsequently requested by the Client, or otherwise not described above may result in additional costs. You will be advised of any additional costs prior to commencing additional work.

Terms: Per existing contract dated January 7, 2020

Cost:

\$23,500.00 Lump Sum

Submitted by:

Cugone L. Sleagle

Eugene Fleagle, PE (MD) Director of Professional Services

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Page 1 of 2

Client Acceptance:

Your authorization for SMC to proceed with the work via written, verbal, email, fax, purchase order, or other preferred contract format acknowledges your acceptance of this Authorization and the terms and conditions of our existing contract.

Agreed and Accepted this _____day of _____, 2022.

Ву_____

Printed Name: _____

Title: _____

By signing above, you acknowledge that you are authorized to enter into contractual agreements for the entity that is responsible for the work proposed herein.



10.f.

Agenda Item Report

File #: HCC-35-FY23

8/1/2022

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

Item Title: Design and Permitting of Sewage Connections for the Portland Loos

Suggested Action:

I move that the Mayor and Council authorize an expenditure not to exceed \$185,000 to JMT for the design and permitting of sewer connections for two Portland Loos, utilizing their existing contract.

Summary Background:

In September 2020 the City Council authorized the purchase of two Portland Loos to be installed in the City. Due to COVID-19 the Portland Loos were not received by the City until the end of 2021. PEPCO recently approved of the electrical connection at Heurich Park, while there is an existing electrical connection at Hyatt Park. The waste disposal connections must be designed and then permitted by WSSC, M-NCPPC, and DPIE. This is the final step before site preparation and installation can begin. JMT has had a contract with the City since 2016 to provide Architectural and Engineering services and has extensive experience working on these types of projects including several for the City.

Next Steps:

Issue purchase order to complete the design and permitting. Once completed solicit the construction.

Fiscal Impact: NTE \$185,000

City Administrator Comments: Recommend Support

Community Engagement: N/A

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

Legal Review Required? N/A





January 21, 2022

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

Re: City of Hyattsville Hyatt Park Portland Loo Plumbing, Hyattsville, MD Project DPW07132015 / JMT #16-1916-060A R1

Dear Mr. Metzler,

JOHNSON, MIRMIRAN & THOMPSON is pleased to offer our design proposal for the plumbing connection at the Hyatt Park, Hyattsville, MD Portland Loo.

The scope of work and deliverables will include:

- Management and oversight of the design process
- Evaluations and recommendations for different connection options including a virtual workshop with the City of Hyattsville
- 95% and 100% submission of concept plans
- Management of permit process
- Address comments from the City of Hyattsville review
- Civil plan development
- Surveying
- Up to 3 test holes
- Site development concept plan
- Natural Resource Inventory
- Preliminary water/sewer sketch and letter of finding
- Grading, Erosion, and sediment concept plan
- Sediment control final plan
- Building Permit
- Type 2 tree Conservation plan
- Final water/ sewer plans for the system extension, on-site water sewer, and plumbing permits

Total Amount Not to Exceed

\$72,323.00

Assumptions:

- a. LOD will be less than 5,000 sq.ft. Prince George's County SCD permitting is NOT required.
- b. DPIE permit, Prince George's County M-NCPPC approval and WSSC permitting are required.
- c. No tree removal, i.e. landscape plans are not required.
- d. Existing WHC can be utilized.
- e. Electrical connection is available.

Exclusions:

- a. Anything not explicitly detailed above
- b. Jurisdiction permit fees

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

Very truly yours, JOHNSON, MIRMIRAN & THOMPSON

Jonathan J. Ryan, PE, CCM, PMP Senior Vice President

cc: Soli Guille, JMT Michelle Nedd, JMT

TOTAL				
COST SUMMARY	FORMAT			
PART I - GEN	ERAL			
1. PROJECT TITLE: Hyatt Park Portland Loo			2. Task	060
3. NAME OF CONSULTANT: Johnson, Mirmiran and Thompson			4. PROPOSAL DATE	1/20/2022
40 Wight Avenue, Hunt Valley, MD 21030				
PART II - COST S	UMMARY			
6. DIRECT LABOR (Specify labor categories)	HOURS	HOURLY RATE	ESTIMATED COST	TOTALS
Project Manager	40	\$125.00	\$ 5,000.00	
W/WW Senior Design Engineer	35	\$167.00	\$ 5,845.00	
Wastewater Engineer	123	\$130.00	\$ 15,990.00	
W/WW Design Engineer	132	\$125.00	\$ 16,500.00	
CADD Technician	6	\$90.00	\$ 540.00	
Senior Environmental Scientist	8	\$167.00	\$ 1,336.00)
Environmental Scientist	65	\$105.00	\$ 6,825.00	
Registered Surveyor	6	\$167.00	\$ 1,002.00	
SUE Project Manager	11	\$167.00	\$ 1,837.00)
Party Chief	56	\$98.00	\$ 5,488.00	
Instrument Man	56	\$76.00	\$ 4,256.00)
Survey Technician	10	\$98.00	\$ 980.00)
Total Hours	548		\$ 65,599.00)
ESCALATION	RATE	X DIRECT LABOR TOTAL =	ESTIMATED COST	
Escalation	0.00%	\$ 65,599.00	\$-	
DIRECT LABOR SUBTOTAL:				\$ 65,599.0
7. INDIRECT COSTS (Specify)	RATE	X DIRECT LABOR TOTAL =	ESTIMATED	
OVERHEAD AND PAYROLL BURDEN	0.000%	\$ 65,599.00	\$-	1
INDIRECT COSTS SUBTOTAL			ş -	-
3. TOTAL OF DIRECT LABOR & INDIRECT COSTS (Combined Sum of Items 6&7)				\$ 65,599.0
9. PROFIT				\$ -
10. TOTAL PROFESSIONAL FEE (Combined Sum of Items 8 and 9)				\$ 65,599.0
11. OTHER DIRECT COSTS (refer to attached itemization)				
a. DIRECT COSTS	QTY.	COST	ESTIMATED COST	
a. DIRECT COSTS	400	\$0.560	\$ 224.00	-
DIRECT COSTS - MARKUP	400	\$0.560	\$ 224.00	<u></u>
				-
DIRECT COSTS SUBTOTAL	OTV	COST	\$ 224.00 ESTIMATED COST	<u>_</u>
b. TASK PRICING (UNIT-BASED)	QTY.			-
Test Pit MOT	3	\$1,250.000	\$ 3,750.00	
		\$1,750.000	\$ 1,750.00	
Mobilization for Test Hole	1	\$1,000.000	\$ 1,000.00	
TASK PRICING SUBTOTAL		1	\$ 6,500.00	,
c. SUBCONSULTANT(S)			ESTIMATED COST	
SUBCONSULTANT(S) - MARKUP			\$-	-
SUBCONSULTANT(S) - SUBTOTAL:			\$ -	
 OTHER DIRECT COSTS TOTAL: (Combined Sum of Items a,b,c) 				\$ 6,724.0
12. TOTAL PRICE (Combined Sum of Items 10 & 11g)				\$ 72,323.0





January 21, 2022

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

Re: City of Hyattsville Heurich Park Portland Loo Plumbing, Hyattsville, MD Project DPW07132015 / JMT #16-1916-060B R1

Dear Mr. Metzler,

JOHNSON, MIRMIRAN & THOMPSON is pleased to offer our design proposal for the plumbing connection for the Heurich Park, Hyattsville, MD Portland Loo.

The scope of work and deliverables will include:

- Plan coordination and oversight
- Evaluations and recommendations for different connection options including a virtual workshop with the City of Hyattsville
- 95% and 100% submission of concept plans
- Management of permit process
- Address comments from the City of Hyattsville review
- Civil plan development
- Surveying
- Up to 7 test holes
- Natural Resource Inventory
- Grading, Erosion, and sediment concept plan
- Type 1 Tree Conservation Plan or exemption letter
- Type 2 Tree Conservation Plan
- Sediment control final plan
- Building permit
- Final water/ sewer plans for the system extension, on-site water sewer, and plumbing permits
- Expedited DPIE reviewer
- Site Development Sediment Control plan

Total Amount Not to Exceed

\$109,853.00

Assumptions:

- a. LOD will be less than 5,000 SF. Prince George's County SCD permitting is NOT required.
- b. Prince George's County SCD permitting is required as LOD exceeds 5,000 SF
- c. DPIE permit, Prince George's County M-NCPPC approval and WSSC permitting are required.
- d. No tree removal, i.e. landscape plans are not required.
- e. Existing WHC can be utilized.
- f. Electrical connection is available.

Exclusions:

- a. Anything not explicitly detailed above
- b. Jurisdiction permit fees

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

Very truly yours, JOHNSON, MIRMIRAN & THOMPSON

Jonathan J. Ryan, PE, CCM, PMP Senior Vice President

cc: Soli Guille, JMT Michelle Nedd, JMT

TOTAL					
COST SUMMARY	FORMAT				
PART I - GEN	IERAL				
1. PROJECT TITLE: Heurich Park Portland Loo			2. Task		060
3. NAME OF CONSULTANT: Johnson, Mirmiran and Thompson			4. PROPOSAL	DATE	1/19/2022
40 Wight Avenue, Hunt Valley, MD 21030					
PART II - COST S	SUMMARY				
6. DIRECT LABOR (Specify labor categories)	HOURS	HOURLY RATE	ESTIMATED	COST	TOTALS
Project Manager	40	\$125.00	\$5,	000.00	
W/WW Senior Design Engineer	35	\$167.00	\$ 5,	845.00	
Wastewater Engineer	123	\$130.00	\$ 15,	990.00	
W/WW Design Engineer	132	\$125.00	\$ 16,	500.00	
Water Resources Design Engineer	8	\$187.00	\$1,	496.00	
Water Resources Engineer	92	\$145.00	\$ 13,	340.00	
CADD Technician	50	\$90.00	\$ 4,	500.00	
Senior Environmental Scientist	8	\$167.00	\$ 1,	336.00	
Environmental Scientist	65	\$105.00		825.00	
Registered Surveyor	6	\$167.00	\$1,	002.00	
SUE Project Manager	11	\$167.00	\$1,	837.00	
Party Chief	56	\$98.00	\$ 5,	488.00	
Instrument Man	56	\$76.00		256.00	
Survey Technician	10	\$98.00	\$	980.00	
Total Hours	692		\$ 84.	395.00	
ESCALATION	RATE	X DIRECT LABOR TOTAL =	ESTIMATED	COST	
Escalation	0.00%	\$ 84,395.00	\$	-	
DIRECT LABOR SUBTOTAL:		• · ·	•		\$ 84,395.00
7. INDIRECT COSTS (Specify)	RATE	X DIRECT LABOR TOTAL =	ESTIMATE	D	
OVERHEAD AND PAYROLL BURDEN	0.000%	\$ 84,395.00	\$	-	
INDIRECT COSTS SUBTOTAL			\$	-	
8. TOTAL OF DIRECT LABOR & INDIRECT COSTS (Combined Sum of Items 6&7)					\$ 84,395.00
9. PROFIT					\$ -
10. TOTAL PROFESSIONAL FEE (Combined Sum of Items 8 and 9)					\$ 84,395.00
11. OTHER DIRECT COSTS (refer to attached itemization)					· ,
a. DIRECT COSTS	QTY.	COST	ESTIMATED	COST	
Local Travel	1,800	\$0.560	\$1,	008.00	
DIRECT COSTS - MARKUP			\$	-	
DIRECT COSTS SUBTOTAL			\$1,	008.00	
b. TASK PRICING (UNIT-BASED)	QTY.	COST	ESTIMATED	COST	
Test Pit	4	\$1,250.000		000.00	
MOT	3	\$1,750.000		250.00	
Mobilization for Test Hole	1	\$1,000.000		000.00	
TASK PRICING SUBTOTAL		<u> </u>		250.00	
c. SUBCONSULTANT(S)			ESTIMATED		
RJM Engineering, Inc. (SUB-consultant)				200.00	
SUBCONSULTANT(S) - MARKUP				200.00	
SUBCONSULTANT(S) - SUBTOTAL:				200.00	
			,		\$ 25,458.00
 d. OTHER DIRECT COSTS TOTAL: (Combined Sum of Items a,b,c) 					\$ 25,458.00



Agenda Item Report

File #: HCC-36-FY23

8/1/2022

10.g.

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

Item Title: Inventory and Assessment of Rain Gardens and Bioretention Facilities Citywide

Suggested Action:

I move that the Mayor and Council authorize an expenditure not to exceed \$25,000 to SMC for inventory and assessment of existing Rain Gardens and Bioretention Facilities on the existing contract.

Summary Background:

Over the past several years we have installed multiple rain gardens and bioretention facilities throughout the City. There is a significant need to install more of these structures to abate stormwater. Over the next five to ten years, the DPW plans to install additional stormwater structures. An inventory and full assessment of the operations and effectiveness of current facilities is necessary before any more facilities are constructed. The data collected will help inform the staff on what types of facilities are most effective to be constructed. In addition, the data will be used to create a maintenance plan and if necessary, a corrective action plan. These plans will be used to ensure the health and long-term viability of the facilities. SMC has a current contract with the City as the on-call Environmental and Stormwater design and engineering firm.

Next Steps:

Issue purchase order and begin assessments.

Fiscal Impact: NTE \$25,000

City Administrator Comments: Recommend Approval

Community Engagement: N/A

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

Legal Review Required? N/A



913 Ridgebrook Road | Suite 302 | Sparks, MD 21152 P: 410.785.0875 | www.mdswm.com | info@mdswm.com

TASK ORDER PROPOSAL

Date: June 20, 2022

- To: City of Hyattsville Hal Metzler: <u>hmetzler@hyattsville.org</u> Helder Almeida <u>halmeida@hyattsville.org</u>
- Project: Task Order #17 Stormwater Maintenance Program Development & BMP Assessment SMC Project 20008.17

In accordance with your request, Stormwater Maintenance, LLC (dba SMC) is pleased to submit this Task Order proposal to maintain the City's stormwater management assets. At this time, it is our understanding that there are sixteen assets that require ongoing maintenance and that additional facilities will be added in the future. A well structured and efficient maintenance program as described herein will be advantageous to the City and will enhance the long term environmental benefits of the infrastructure.

Overview:

Effectively efficient maintenance of stormwater assets involves several elements presented here in a generalized stepwise manner.

<u>Programmatic:</u> The first step is to establish the structure, data capture and storage, and workflow of the overall program. Depending on the situation, this can include numerous aspects and can be quite complicated and involved. In this case, due to the small number of assets and the City's streamlined structure, SMC will simplify and develop a customized program to meet the specific needs that we identify without needless complexities.

<u>Assessment:</u> Next, the existing assets need to be assessed for their condition. This involves an initial inspection that categorizes each facility in a way that determines if they can be maintained in a routine manner, if they require repairs, or if more significant analysis or design is needed to ensure appropriate functionality. In conjunction with this inspection, scoping and quantities are established for each facility to facilitate assignment to appropriate maintenance crews.

Maintenance: Based on the Assessments, one of three maintenance activities will commence:

- 1. **Routine Maintenance** Facilities that appear to be functioning appropriately, have been recently maintained and are in a condition that is suitable for immediate routine maintenance. Routine maintenance can be scheduled for ongoing maintenance with tasks that match the specific facility type and components.
- Corrective Maintenance Facilities that have been determined to require work that substantially exceeds a typical Routine Maintenance visit or that requires repair or material replacement that can be performed in a manner consistent with or similar to the original design. The purpose of

We protect and restore watersheds. www.MdSWM.com Corrective Maintenance is to return a facility to a condition that can be maintained within the cost and scheduling context of typical Routine Maintenance.

3. **Forensic Analysis** - Applicable to facilities that are in a severely failed condition, have issues that are unknown or can not use the original design drawings to resolve, or that require a higher level of technical capability to analyze and resolve. This may include identified potential for increased treatment or quantification of treatment credits. This work will involve engineering to investigate and analyze the issues and to establish an action plan to return the facility to a functional state.

<u>Monitoring</u> - Once maintenance commences, annual inspections independent of the maintenance visits to ensure and document each facility is functioning and to identify Corrective actions or lifecycle repairs that may be needed. These inspections can also identify other issues that impact water quality such as illicit discharges to the facilities or unusual pollutant discharges, such as sediment control from construction activities.

Scope of Services:

Based on the above, the initial steps will be to address the Programmatic aspects and perform the Assessments. Once those aspects are complete, the maintenance and monitoring activities will be proposed under a separate Work Order Proposal. To this end, SMC proposes to perform the following work at this time:

PROGRAMMATIC

This work is proposed to be performed one time.

In the City's case, not all of the following may apply and SMC will endeavor to simplify the work as appropriate.

Compile and/or establish the aspects of the Program that will be necessary to facilitate the efficient and ongoing maintenance of the assigned BMPs and future program. Source information will be gathered and organized in a manner that will facilitate an efficient system to maintain and document the BMPs including assessment of condition, maintenance requirements and frequency, service levels, personnel and crew scheduling, work documentation, and invoicing. Elements of the program that may be required to be addressed include:

- 1. <u>Data storage</u> Determine the database and/or GIS system(s) that will be used to store information such as drawings (as-built or design plans), activity documentation, assessment reports, and work completion documentation; with accessibility from field operations including maintenance crews.
- Existing data Identify, compile, and organize existing data including drawings, maintenance records, past inspection data, contact information for access (green roofs or other limited access facilities), access agreements, etc. This will likely include field sketches from initial Assessment Inspections for most facilities.
- 3. <u>Workflow</u> Determine the platform to be used for task assignment, dispatch, problem triage, task completion, and invoicing.
- 4. <u>Implementation structure</u> Review the assigned BMP inventory to organize BMP types and maintenance attributes based on an efficient operational approach as applied to geography, personnel, equipment, and crew requirements for both assessment and maintenance.
- 5. <u>Assessment criteria</u> Establish criteria and systems to identify, categorize, and prioritize the *current* condition of individual BMPs. This will be used to identify if each BMP is in a suitable condition to begin Routine Maintenance, if it requires Corrective Action prior to routine

We protect and restore watersheds. <u>www.MdSWM.com</u> maintenance, or if it requires a more extensive Forensic Analysis leading to major repairs or reconstruction.

- 6. <u>Service level criteria</u> Establish criteria and systems to identify, categorize, and prioritize the *ongoing* condition of individual BMPs. The criteria will be used to determine and prioritize actionable items resulting from ongoing inspection and maintenance activities. Examples of the prioritization levels are Monitor with no action, Routine maintenance action, Urgent or corrective repair action, and Emergency immediate action required.
- Activity scoping Establish a frequency and scopes of work for maintenance activities for the various BMP types based on commonly accepted industry practice for ongoing maintenance programs and SMC's experience.
- 8. <u>Activity coding</u> Establish a system of activity coding that will be used to identify, specify, and track specific maintenance activities. This will be the platform for establishing the future of the program with identifiable tasks that can be tied to contract pricing. The resulting data will define specific activities as related to the various BMP types and, depending on the database/GIS system, will facilitate tracking mechanisms for all maintenance activities required by the program.
- 9. <u>Inspection and Documentation Systems</u> Establish assessment and inspection criteria including checklists, report formats, work completion documentation, and triage pipelines that are consistent with the results of the above information and tailored specifically to an ongoing maintenance program focused on efficiency, consistency, and orderly documentation.
- 10. <u>Task Order and Invoicing Systems</u> Establish task order, work completion documentation, and invoicing systems to facilitate an ongoing program that can be implemented by a variety of personnel and subcontractor skill sets.
- 11. <u>Deliverable</u> A concise Policy & Procedures document summarizing the results of the work related to the applicable above items. The document will establish the policies, procedures, and systems to be utilized in the future for the City of Hyattsville's BMP Maintenance Program. To this end, the document will be intended to be used as a perpetual guideline for maintenance to ensure that the capital expenditures for the design and construction of BMPs will result in continuing improvements to water quality.
- 12. <u>Review</u> Submit Policy & Procedures document to the City for review and comment. Revise document as needed.

ASSESSMENT

Perform an assessment of each of the BMP assets identified by the City. It is our understanding that there are currently sixteen assets to be assessed. This portion of the work can apply in the future as new BMPs come online. Specifically:

- 1. <u>Preparation</u> Perform a desktop review of the documentation and other information, such as GIS or Google Earth data, of the facility to plan the site visit. This includes reviewing plans and establishing the BMP type, logistics, and assessment reporting mechanisms.
- 2. <u>Field Work</u> Conduct a site visit to assess the condition of the facility. The main goal will be to determine if the facility is of an appropriate condition to allow immediate Routine Maintenance, or if it requires Corrective Maintenance or Forensic Analysis. Secondarily, determine required maintenance frequency, activities, coding, and associated activity quantities. If a BMP does not have design or as-built plans, prepare a field level sketch of the pertinent elements of the facility and determine if further documentation will be required to commence maintenance.
- 3. <u>Deliverable</u> The result of the work will be an individual Assessment Report for each facility that fully documents the condition of the BMP for maintenance purposes, lists activities and quantities for Routine Maintenance, and makes recommendations for and prioritizes Corrective Maintenance or Forensic Analysis if applicable. All information will be up[loaded to the database, file location, and/or GIS system established in the above Programmatic work.
- 4. <u>Maintenance</u> All maintenance or Forensic Analysis work will be performed under separate Task Orders. Prepare Task Order proposals as directed by the City.

We protect and restore watersheds. <u>www.MdSWM.com</u> Work proposed herein is limited to what is described in the above Scope of Services. Any work requested to be performed, is subsequently requested by the Client, or otherwise not described above may result in additional costs. You will be advised of any additional costs prior to commencing additional work.

Terms: Per existing contract dated January 7, 2020

Cost:

PROGRAMMATIC: ASSESSMENT: \$ 9,000.00 Lump Sum One Time\$ 850.00 Lump Sum each BMP

Submitted by:

Jernifer Rauhofer, PE President

Client Acceptance:

Your authorization for SMC to proceed with the work via written, verbal, email, fax, purchase order, or other preferred contract format acknowledges your acceptance of this Authorization and the terms and conditions of our existing contract.

Agreed and Accepted this _____day of _____, 2022.

Ву_____

Printed Name: _____

Title: _____

By signing above, you acknowledge that you are authorized to enter into contractual agreements for the entity that is responsible for the work proposed herein.

We protect and restore watersheds. <u>www.MdSWM.com</u>



Agenda Item Report

File #: HCC-37-FY23

8/1/2022

10.h.

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

Item Title: Construction of a Concrete Pad at the DPW Facility

Suggested Action:

I move that the Mayor and Council authorize the City Administrator to accept the proposal from NZI Construction for the construction of a concrete pad at the 4633 Arundel Place building for an expenditure not to exceed \$20,000.

Summary Background:

In 2021 the Department of Public Works moved into their new facility at 4637 Arundel Place. The existing building at 4633 Arundel Place will be repurposed and renovated over the next several years. One of the first renovations is the installation of warehouse shelving under the overhang portion of the building. A concrete pad must be installed to support the weight of the shelving. City staff requested price proposals from several companies and NZI provided the most responsible, responsive, and best price of the several proposals received.

Next Steps:

Issue purchase order and install concrete pad.

Fiscal Impact: NTE \$20,000

City Administrator Comments: Recommend Approval

Community Engagement: N/A

Strategic Goals: Goal 4 - Foster Excellence in all City Operations

Legal Review Required? N/A

NZ	I CONSTRUCTION CORP.		Prop	osal
	11601 Spruce Avenue Beltsville, MD 20705			
	(301) 937-8990	Π	DATE OL	IR JOB No.
	(301) 937-2514 Fax	3	9/20/2021 SHIP TO:	20-05
To: City	of Hyattsville		DPWT C	old Shop
431	0 Gallatin Street		Overhar	ng Area
Нуг	attsville MD 20781	ļ		
	nereby propose to furnish, in accordance with hed pages, all labor and material necessary to	-		
Qnty	Description		Unit	Total
177.78 sy	Remove existing and install commercial compad reinforced.	crete	\$90.00	\$16,000.20
132.00 lf	Sawcut		\$5.00	\$660.00
	Tot	al Proposal Amount		\$16,660.20
Ű,	ade as follows: ed to be as specified. All work is to be completed in according to standard practices. Any alteration or			
deviation from the above	e or attached specifications involving extra costs will			
be executed only upon v	vritten orders, and will become an extra charge over	Signature:	Jack N	lazario
delays beyond our contr	All agreements contingent upon strikes, accidents or ol. Owner to carry fire, tornado and other necessary	-	NZI Cor	Jack Nazario
	are fully covered by Worker's Compensation Insurance.			
Acceptance of J.		Signatura		
	rices, specifications and conditions are satisfactory d. You are authorized to do the work as specified.	Signature:		
Payment will be made a				
Date of Accepta	nce:	Signature:		



Agenda Item Report

File #: HCC-41-FY23

8/1/2022

10.i.

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

Item Title: Renewal of Contract: SeeClickFix Citizen Request Software

Suggested Action:

I move the Mayor and Council authorize the City Administrator to renew the City's contract with CivicPlus for the use of SeeClickFix citizen request software, for a term of up to three (3) years at a cost NTE \$15,450 for year-one, \$15,913.50 for year-two, and \$16,390.91 for year-three. The total three-year contractual value will not exceed \$47,755, upon the review and approval by the City Attorney for legal sufficiency.

Summary Background:

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

Over the last year, City staff has enhanced the user experience by updating the My Hyattsville App and portal page. Additional process improvements have been implemented for the internal handling of requests. On July 18, Communications Team Project Lead Brayan Perez presented an overview of the software and review internal and external process improvements.

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

Next Steps:

Upon Council approval, staff will coordinate with the City Attorney's office to execute the contract.

Fiscal Impact:

The anticipated three-year cost for renewal is as follows, for a total NTE cost of \$47,755 over three years: Year 1: 15,450 Year 2: 15,914 Year 3: 16,391

City Administrator Comments:

Recommend Support

Community Engagement:

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

Strategic Goals:

Goal 1 - Ensure Transparent and Accessible Governance

Legal Review Required? Pending



CivicPlus 302 South 4th St. Suite 500 Manhattan, KS 66502 US

Date: 2/15/2022

Product: SeeClickFix

Client: Hyattsville, MD

Bill To

Hyattsville MD - SeeClickFix - Statement of Work

QTY	Product Description	PRODUCT TYPE
1	SeeClickFix 150 Distinct Internal Users	Renewable
1	Work Annual License	Renewable
1	Plus Annual License	Renewable
1	Engage Annual License	Renewable

Annual Recurring Services – Year 1	USD 15,450.00
Annual Recurring Services – Year 2	USD 15,913.50
Annual Recurring Services – Year 3	USD 16,390.91

- This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement located at <u>https://www.civicplus.com/master-services-agreement</u> ("MSA"), to which this SOW is hereby attached. By signing this SOW, Client expressly agrees to the terms and conditions of the MSA throughout the Term of this SOW.
- 2. This SOW shall remain in effect for an initial term equal to 365 days from the date of signing ("Initial Term"). In the event that neither party gives 60 days' notice to terminate prior to the end of the Initial Term, or any subsequent Renewal Term, this SOW will automatically renew for an additional 1-year renewal term ("Renewal Term"). The Initial Term and all Renewal Terms are collectively referred to as the "Term".
- 3. Annual Recurring Services shall be invoiced on the first day of the Initial Term and the first day of any of each Renewal Term. Annual Recurring Services, including but not limited to hosting, support and maintenance services, shall be subject to a 3% annual increase each Renewal Term. Client will pay all invoices within 30 days of the date of such invoice
- 4. Client acknowledges that CivicPlus may continually develop, alter, deliver, and provide to the Client ongoing innovation to the Services, in the form of new features, functionality, and efficiencies. Accordingly, CivicPlus reserves the right to modify the Services from time to time. Any modifications or improvements to the Services listed on the SOW will be provided to the Client at no additional charge. In the event that CivicPlus creates new products or enhancements to the Services ("New Services"), and Client desires these New Services, then Client will have to pay CivicPlus the appropriate fee for the access to and use of the New Services.

- 5. Client agrees to use the CivicService SeeClickFix service (the "Service") in ways that conform to all applicable laws and regulations, including, without limitation, the Telephone Consumer Protection Act (if Client uses "Conversations"). Client agrees not to make any attempt to gain unauthorized access to any of CivicPlus' systems or networks. Client agrees that CivicPlus shall not be responsible or liable for the content of messages created by Client, or by those who access Service, or otherwise delivered by Service on behalf of Client.
- 6. CivicPlus does not own any data, information, or material that Client, or its constituents, submit to the Service in the course of using the Service ("Client Data"). Client, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Client Data, and CivicPlus shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Client Data. CivicPlus reserves the right to withhold, remove and/or discard Client Data without notice for any breach, including, without limitation, Client's non-payment. Upon termination for cause, Client's right to access or use Client Data imme
- 7. If the "Conversations" or "SeeClickFix Pro" line item is included in this SOW above, the following terms shall apply: The text message (SMS/MMS) comes with unlimited lines and up to 25,000 messages per month. If text usage exceeds the set usage amounts included herein, additional text will be invoiced to the Client at \$0.01 per message in arrears at the end of the then-current term in which the additional charges are incurred. In the event Client exceeds the set usage amounts herein, CivicPlus will provide Client with report that displays such exceess usage with the invoice. CivicPlus will use its best efforts to notify the Client in the event Client exceeds the usage amounts in any month.
- 8. CivicPlus will provide access to the Services via mobile applications, internet, and an embeddable interactive widget for public reporting, alerts on discussing non-emergency issues ("the Software"). Users will be able to interact with the Software and post various content including words, photos and videos ("User Content"). While the content of users of the Software is governed by CivicPlus' published Terms of Use and Privacy Policy, CivicPlus may not be able to control the exact nature of the User Content. CivicPlus reserves the right, not the obligation, to edit User Content.
- 9. CivicPlus will provide the Services and manage the Customer data and content in compliance with the <u>SeeClickFix Data Retention Policy</u> and <u>SeeClickFix Terms of Use</u>. Client understands and agrees that it has sole discretion over the solicitation, collection, storage or other use of end-users' personally identifiable information, including sharing with third parties, on any of the Services provided by CivicPlus and CivicPlus discourages the solicitation and collection of any end user personally identifiable information. Client further understands and agrees that Client is solely responsible for the use or storage of end-users' personally identifiable information in connection with the Services or the consequences of the solicitation, collection, storage, or other use by the Customer or by any third party of personally identifiable information.
- 10. To the extent it may apply to any of the Services or deliverables of the SOW, user logins are for designated individuals chosen by Customer ("Users") and cannot be shared or used by more than one User. Customer will be responsible for the confidentiality and use of User's passwords and usernames. Customer will also be responsible for all electronic communications, including those containing business information, account registration, account holder information, financial information, Customer data, and all other data of any kind contained within emails or otherwise entered electronically through the Services, CivicPlus Materials, or under Customer's account. Customer shall use commercially reasonable efforts to prevent unauthorized access to or use of the Services and CivicPlus Materials and shall promptly notify CivicPlus of any unauthorized access or use of the Services and/or CivicPlus Materials and any loss or theft or unauthorized use of any User's password or username and/or personal information.

Acceptance

By signing below, the parties are agreeing to be bound by the covenants and obligations specified in this SOW and the MSA terms and conditions found at: <u>https://www.civicplus.com/master-services-agreement</u>.

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client	CivicPlus
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

Contact Information

*all documents must be returned: Master Service Agreement, Statement of Work, and Contact Information Sheet.

Organization		URL	
Street Address			
Address 2			
City	State	Postal Code	
	4/7/365 basis for represent	am –7pm Central Time, Monday-Friday (excluding holidays). atives named by the Client. Client is responsible for	
Emergency Contact & Mobile Phone			
Emergency Contact & Mobile Phone			
Emergency Contact & Mobile Phone			
Billing Contact		E-Mail	
Phone	Ext.	Fax	
Billing Address			
Address 2			
City	State	Postal Code	
Tax ID #		Sales Tax Exempt #	
Billing Terms		Account Rep	
Info Required on Invoice (PO or Job #)			
Contract Contact		Email	
Phone	Ext.	Fax	
Project Contact		Email	
Phone	Ext.	Fax	



10.j.

Agenda Item Report

File #: HCC-44-FY23

8/1/2022

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

Item Title: Installation of Cool Green Bus Shelters

Suggested Action:

I move the Mayor and Council approve the City Administrator to enter a contract with Living Canopies for the installation and maintenance of ten (10) Cool Green Bus Shelters in the City of Hyattsville, costs not to exceed \$115,000, upon the review and approval of the City Attorney for legal sufficiency.

Summary Background:

Dr. Dave Tilley is the co-founder of Living Canopies LTD, a green startup that is commercializing the Living Umbrella and Cool Green Bus Shelters. Dr. Tilley presented his concept design for the Cool Green Bus Shelters at the March Council meeting and previewed the concept design that he and his colleagues have created. Living Canopies is considered a sole source vendor due to the concept design is specific to Hyattsville and was created for a "neighborhood fit" which considers specific elements of our city's unique qualities and will provide protection for people waiting for public transportation and is environmentally sustainable. The concept includes innovative use of solar power, use of sustainable materials, and reuse of rainwater for native plantings that are all incorporated within the design.

Currently, the City has limited bus shelters and staff felt that supporting Dr. Tilley's efforts in creating an innovative and substantive design was an excellent opportunity. City staff has identified several potential locations for the Cool Green Bus shelters, and with Council approval of this request will begin community outreach. The cost for the installation of ten (10) Cool Green Bus Shelters by Living Canopies in various locations should not exceed \$115,000.

Next Steps:

With Council approval City staff will work with the contractor to determine locations and schedule community outreach sessions.

Fiscal Impact:

Funding for this project is in the capital improvements projects budget.

City Administrator Comments:

Recommend Approval. The staff will present the recommended locations to the Council and community prior to installation.

Community Engagement:

DPW staff will schedule community engagement sessions for potential placement of the Cool Green Bus Shelters.

Strategic Goals:

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

Legal Review Required?

Pending

Living Canopies, LTD

4318 Sheridan Street University Park, MD 20782 301-789-5099



Proposal for Sales and License Agreements

Submitted on: 6/27/2022

Quote# 22007

Proposal for:	Shipping Address
City of Hyattsville	Same

Lesley Riddle, Dir. Public Works

Payable to Living Canopies, LTD.

Exp Date

7/27/2022

Description	Qty	Unit price	Value
Green Shelter (GSX-450)	10	\$23,576.00	\$235,760.00
Discounts from Grants	10	-\$1,180.00	-\$11,800.00
Discounts for Demonstration	10	-\$12,000.00	-\$120,000.00
Services			
Installation	10	\$900.00	\$9,000.00
10-yr Service Agreement included with Licens	e Agreement		
Total Service			\$9,000.00
Shipping	10	\$50.00	\$500.00
Total Price			
Discounted Price			\$113,460.00
Net Charge			
Down Payment at order (50%)			

The Buyer is purchasing 10 (ten) Green Shelters (model: GSX-450a) at the price listed above and agrees to the "License Agreement" as shown below. The purchase includes installation. The License Agreement allows Living Canopies to generate revenue from selling advertising on the shelters, which will cover the costs of maintenance. The Buyer agrees to pay 50% of the total purchase price upon signing this Sales Agreement.

Seller retains ownership of the product until the payment is made in full. Credit card, money order, check, or cash payments are acceptable forms of payment.

The purchased Green Shelter will be delivered and installed by Living Canopies on a prearranged date in September 2022. Living Canopies will coordinate with the Town's Public Works Department to install on the date of delivery. Shipping costs are included in the sales price. Ownership of the product is transferred from the Seller to the Buyer at the time the product is fully paid for, delivered and the delivery confirmation is signed.

UNIT DESCRIPTION: The GSX-450a model includes: 1) Metal structural frame with metal soil container for green roof, bench/cistern, and trellis for living canopies, 2) Smart Irrigation System, 3) Plants and engineered soil, 4) Power System: Solar Panels, Battery, and USB charging portal, and 5) Installation.

WARRANTY: Living Canopies, Ltd warrants it products to the original customer to be free from structural failure due to defect in materials or workmanship during normal use and installation. The warranty shall commence on the date of delivery and terminate at the end of periods as listed below. The warranty stated is valid only if the products are installed by Living Canopies, Ltd using approved parts; maintained by Living Canopies as part of a Service Agreement; subject to normal use as products are designed; not subject to vandalism, misuse, neglect, accident, or modified, altered, repaired by persons other than Living Canopies, Ltd or its designees. This warranty does not cover 1) cosmetic damage or defects, such as surface scratches, dents, marring, fading, discoloration, corrosion, cracking or peeling of powder coating; 2) damage due to normal wear and tear; 3) damages due to "acts of God", such as hail, flooding, lightning, tornadoes, sandstorms, earthquakes, and wind storms; and 4) damages due to environmental factors such as wind-blown sand, salt spray, or airborne emissions from industrial sources. The Green Shelter is intended as a shade structure and will be used as such. No one is to climb on or hang from the Green Shelter in any way. Living Canopies is not liable for any injury or property damage due to improper use of the Green Shelter.

WARRANTY: Purchase of the Green Shelter includes a 10-year warranty on the chassis, 2-year warranty on the irrigation system, and a 6-month seasonal warranty on the living plants.

SERVICE AGREEMENT: In exchange for signing the License Agreement (see Below) Living Canopies will provide all maintenance needed for the Green Shelters for a period of 10 years. Maintenance includes planned maintenance of the plants and soil, irrigation/plumbing system, electrical/power system.

LICENSE AGREEMENT: The Buyer agrees to grant Living Canopies the exclusive license to place any and all advertising, signage and artwork on the Green Shelter, any and all electrical sensors, any and all wireless communication devices, any and all supplementary devices. This License includes the exclusive right for Living Canopies to collect payments from any third-party client, including the Buyer, for the right to post ads or signs on the Green Shelter or within 25 feet of the Bus Stop space. This License also includes the exclusive right for Living Canopies to collect, analyze, process and sell any all data generated by any and all sensors located at a Green Shelter, and to sell wireless communication services to a third party. This License also includes the exclusive right for Living Canopies to apply for and collect any and all stormwater rebate funding or other ecosystem service funding available from Prince George's County, the State of Maryland or any other third party. This License also includes the exclusive right for Living Canopies to host a repository at the Green Shelter for the public exchange of goods, such as books and nonperishable food items.

UNPRECENDENTED

Cool Green Shelter for Bus Stops



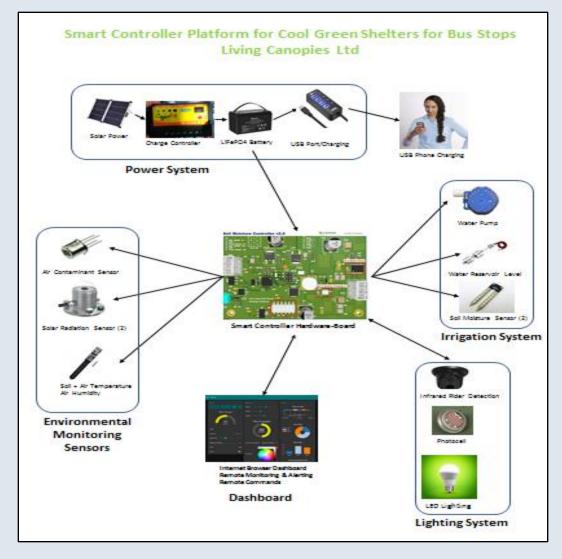
- Unique, innovative
- Planted green roof
- Living canopy
- 100's of watts of solar power
- Lithium battery for USB phone charging
- Stormwater capture, storage and reuse system
- Integrated with SMART irrigation system
- Advertising panel
- Multipurpose back screen
- Seating
- ADA compliant
- Structurally engineered

Structural Elements



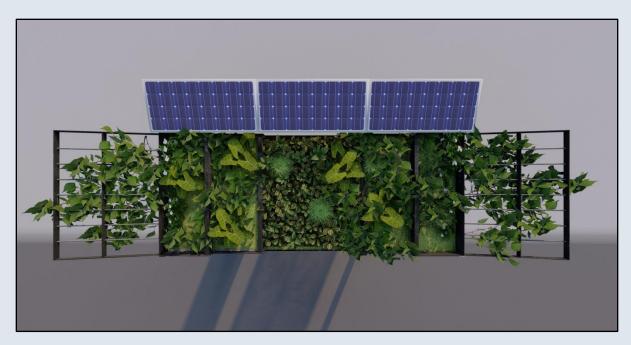
- 4 posts that support rafter system
- Flat metal roof/soil container that houses green roof soil medium. plants and irrigation
- 32" rear access opening for ADA compliance
- Maximum visibility for passengers and operators
- 60" long bench
- 36" long trellis on each roof end
- Cistern and electrical box incorporated into bench
- Solar panels

Electrical Elements



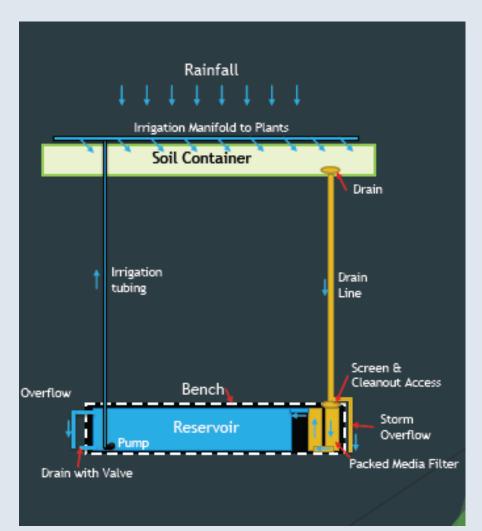
- 330W solar panels
- Connected to MPPT solar charge controller to charge battery
- 100 amp-hour rechargeable, lithium-ironphosphate battery
- USB outlets connected to battery
- LED lighting housed in ceiling
- A PM2.5 air quality sensor
- Sensor, LED lights and SMART irrigation system are connected to internet dashboard

Living Elements



- Tiered, extensive green roof
- Soil depths range from 6" to 12"
- Green roof meets the standards and BMPs stipulated by Green Roofs for Healthy Cities (GRHC)
- Soil medium is lightweight expanded shale that meets FLL standards
- Local sedum plant palette
- Trellises with native plant species provide 24 s.f. of additional shaded space

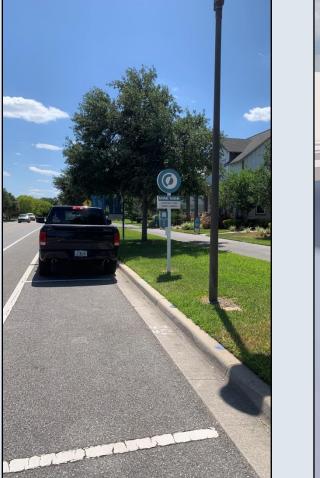
Water Elements

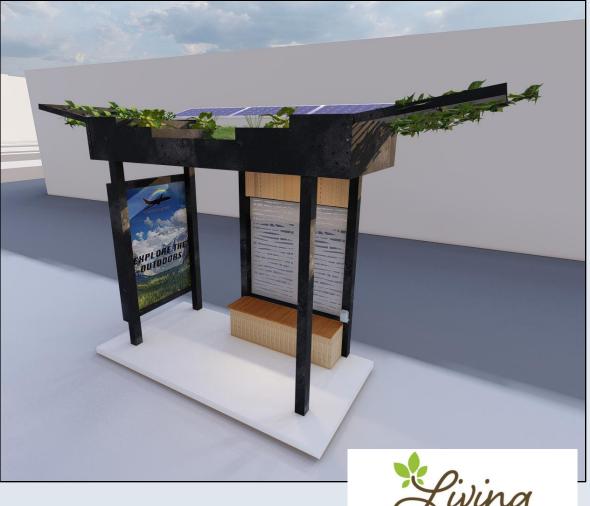


- Rainwater harvesting/capture
- 100 gallon cistern housed beneath bench
- Built in filter system
- SMART irrigation system that consists of:
 - Soil moisture sensor
 - Digital controller
 - Pump
 - Water level sensor
 - Cloud based dashboard

An eco-technology forward customer experience

Cool Green Shelter for Bus Stops







City of Hyattsville

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

Agenda Item Report

File #: HCC-45-FY23

8/1/2022

10.k.

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

Item Title: Special Use Agreement - Hyattsville Elementary School PTA Zombie Run

Suggested Action:

I move the City Council authorize the City Administrator to execute a Special Use Agreement with Hyattsville Elementary School Parent Teacher Association (PTA) for the use of David C. Driskell Community Park and select City streets for its Annual Zombie Run, scheduled for Saturday, October 15, 2022.

Summary Background:

The City has supported the Hyattsville Elementary School's annual 5K run since 2016, by allowing the use of Driskell Park and City streets for this event, which supports the PTA of Hyattsville Elementary School (HES) as well as provides funding for the PTA organizations of other local schools.

Next Steps: Execute Agreement

Fiscal Impact: Staff time for event oversight and police support

City Administrator Comments: Recommend support

Community Engagement: This event provides engagement of the Community

Strategic Goals:

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

Legal Review Required?

Complete



City of Hyattsville SPECIAL USE AGREEMENT FOR DRISKELL PARK AND CITY ROADWAYS

This agreement between the City of Hyattsville and Hyattsville Elementary School PTA, hereby referred to as the APPLICANT, is to cover special use request to host running races (of 5 kilometers or less) in Driskell Park and on City roadways on Saturday, October 15, 2022.

DESCRIPTION OF PERMITTED ACTIVITIES

APPLICANT is permitted to use Driskell Park and City roadways highlighted in the attached map to host the proposed running races during daylight hours on October 15, 2022, with setup taking place that morning which shall not interfere with any other activities taking place on the athletic field within Driskell Park.

Space will be allotted for race sponsors and vendors. All vendors must obtain all applicable permits for the event. Vendors are solely responsible for contacting any agencies that may require permits for their activities.

To fully serve the community, the City reserves the right to set-up additional activities and vendors at the event location. Any activities that the City wants to offer will be coordinated with the APPLICANT to eliminate any conflicts.

APPLICANT is responsible for cleaning all areas to acceptable pre-race conditions. Additional cleaning services will be provided by the City at no cost to the APPLICANT.

APPLICANT is responsible to provide all event security and personnel.

All Park rules and regulations, as outlined in the City Code and Charter, and all local, state, and federal laws must be adhered to.

In the case of an emergency situation or a threat to public health, the City reserves the right to change or cancel any portion of the permitted use.

City of Hyattsville SPECIAL USE AGREEMENT FOR DRISKELL PARK AND CITY ROADWAYS

INSURANCE

The APPLICANT or group executing this special use agreement shall provide the City of Hyattsville with a Certificate of Insurance evidencing the following coverage:

LIMITS

Comprehensive General Liability	\$1,000,000 Combine single limit –
Bodily Injury and Property Damage	each occurrence and aggregate

In addition, the certificate **MUST** indicate that the **Maryland- National Capital Park and Planning Commission** and the **City of Hyattsville**, its elected and appointed officials, agents, representatives, boards, commissions, departments, employees and volunteers, and others working behalf of the City of Hyattsville are named as an "Additional Insured" or "Certificate Holder".

The certificate of Insurance **MUST** be delivered to the City of Hyattsville no less than one (1) week before the event.

HOLD HARMLESS, INDEMNITY AND RELEASE OF LIABILITY

To the fullest extent permitted by the law, APPLICANT agrees to defend, pay on behalf of, indemnify, and hold harmless the city of Hyattsville, its elected and appointed officials, agents, representatives, boards, commissions, departments, employees and volunteers, and others working on behalf of the City of Hyattsville against any and all claims, liabilities, actions, damages, judgments, expenses, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from the City of Hyattsville, its elected and appointed officials, agents, representatives, boards, commissions, departments, employees and volunteers, and others working on behalf the City of Hyattsville by reason or personal injury, including bodily injury or death and/or property damage, including loss of use thereof, however caused, which arises out of, results from, or is any way directly or indirectly connected or associated with the sponsoring applicants and/or guests, patrons, members, agents, invitees and employees.

Date

Matt Gambecki Race Director

Hyattsville Elementary PTA 5311 43rd Avenue Hyattsville, MD 20781 Date

Tracey Douglas City Administrator

City of Hyattsville 4310 Gallatin Street Hyattsville, MD 20781



City of Hyattsville

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

Agenda Item Report

File #: HCC-46-FY23

8/1/2022

10.I.

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

Item Title: Special Use Agreement - Route 1 Velo 2022 Cyclocross Race

Suggested Action:

I move the City Council authorize the City Administrator to execute a Special Use Agreement with Route 1 Velo for the use of David C. Driskell Park for its Annual Cyclocross bicycle race, scheduled for Sunday, October 9, to include set-up in the afternoon of Saturday, October 8.

Summary Background:

The City has supported the annual Cyclocross race for more than 10 years by allowing Route 1 Velo use of Driskell Park for this event as it supports Special Olympics Maryland, Prince George's.

Next Steps: Execute Agreement

Fiscal Impact: Staff time for event oversight and police support

City Administrator Comments:

Recommend support.

Community Engagement: This event provides engagement of the community

Strategic Goals:

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

Legal Review Required?

Complete



City of Hyattsville SPECIAL USE AGREEMENT FOR DRISKELL PARK

This agreement between the City of Hyattsville and Route 1 Velo, hereby referred to as the APPLICANT, is to cover special use request to host Cyclocross Bicycle Race in Driskell Park on Sunday, October 9, 2022.

DESCRIPTION OF PERMITTED ACTIVITIES

APPLICANT is permitted to use Driskell Park to host the proposed bicycle race during daylight hours on October 9, 2022 with setup taking place on October 8, 2022 that shall not interfere with any other activities taking place on the athletic field within Driskell Park.

The route of the course will be determined in consultation with the City's Department of Community Services. Conditions along the course route will be documented prior to the start of any use activity.

All vendors must obtain all applicable permits for the event. Vendors are solely responsible for contacting any agencies that may require permits for their activities.

To fully serve the community, the City reserves the right to set-up additional activities and vendors at the event location. Any activities that the City wants to offer will be coordinated with the APPLICANT to eliminate any conflicts.

APPLICANT is responsible for restoring any disturbed areas to acceptable pre-race conditions. This may include, but is not limited to, raking out tire ruts, seeding, providing straw mats, removing obstacles or any ground modifications, and picking up trash on the site. The expectations for doing so will be determined during pre-race course inspection with the Department of Community Services. Any hazardous conditions must be repaired at the immediate conclusion of the race, while vegetation restoration will be reevaluated 30 days after the race to determine any additional remediation activities to be performed.

APPLICANT is responsible to provide all event security and personnel.

All Park rules and regulations, as outlined in the City Code and Charter, and all local, state, and federal laws must be adhered to.

In the case of an emergency situation, or a threat to public health, the City reserves the right to change or cancel any portion of the permitted use.

City of Hyattsville SPECIAL USE AGREEMENT FOR DRISKELL PARK

INSURANCE

The APPLICANT or group executing this special use agreement shall provide the City of Hyattsville with a Certificate of Insurance evidencing the following coverage:

COVERAGES

LIMITS

Comprehensive General Liability	\$1,000,000 Combine single limit –
Bodily Injury and Property Damage	each occurrence and aggregate

In addition, the certificate **MUST** indicate that the **Maryland- National Capital Park and Planning Commission,** and the **City of Hyattsville**, its elected and appointed officials, agents, representatives, boards, commissions, departments, employees and volunteers, and others working behalf of the City of Hyattsville are named as an "Additional Insured" or "Certificate Holder".

The certificate of Insurance **MUST** be delivered to the City of Hyattsville no less than one (1) week before the event.

HOLD HARMLESS, INDEMNITY AND RELEASE OF LIABILITY

To the fullest extent permitted by the law, APPLICANT agrees to defend, pay on behalf of, indemnify, and hold harmless the city of Hyattsville, its elected and appointed officials, agents, representatives, boards, commissions, departments, employees and volunteers, and others working on behalf of the City of Hyattsville against any and all claims, liabilities, actions, damages, judgments, expenses, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from the City of Hyattsville, its elected and appointed officials, agents, representatives, boards, commissions, departments, employees and volunteers, and others working on behalf the City of Hyattsville by reason or personal injury, including bodily injury or death and/or property damage, including loss of use thereof, however caused, which arises out of, results from, or is any way directly or indirectly connected or associated with the sponsoring applicants and/or guests, patrons, members, agents, invitees and employees.

Date

Pete Van Riper Race Promotor

Route 1 Velo 5108 Baltimore Avenue Hyattsville, MD 20781 Date

Tracey Douglas City Administrator

City of Hyattsville 4310 Gallatin Street Hyattsville, MD 20781



Agenda Item Report

File #: HCC-48-FY23

8/1/2022

11.a.

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

Item Title: Proposed Revisions to Chapter 8, Election Code for Campaign Finance Reporting

Suggested Action: For Discussion.

Summary Background:

In the last two years, the City has hosted two special elections and one regular election. After each election, the Board of Supervisors of Elections, Ethics Commission, and staff meet to conduct an after-action review. During the after-action review, successes are identified as well as areas for improvement in upcoming elections. While several areas for improvement have been identified for future evaluation, there is one area pertaining to campaign finance in which immediate changes are recommended going into the City's upcoming Ward 2 Special Election scheduled for October 4.

The City's current campaign finance regulations require candidates to file the following reports.

- Initial Report, due 21 days prior to the Election
- Second Report, due 7 days prior to the Election
- Annual Report, due the first Tuesday of September

The 2021 Ward 1 Special Election was held on September 14, 2021. Because this date fell after the first Tuesday in September of 2021, annual reports for the Ward 1 Special Election are not due until September 6, 2022, almost a full year after the election. There are currently four (4) open campaign accounts from the Ward 1 Special Election. The Ethics Commission identified the long delay in the current reporting structure as an area for concern. The Commission noted that a long delay in accounting may fail to ensure transparency and could potentially make it more difficult for campaigns to meet all the requirements stipulated in the code. As such, the Ethics Commission has recommended that the City update the campaign finance reporting requirements.

City staff has discussed the recommended changes with the Ethics Commission, Board of Supervisors of Elections, and City Attorney. The following change is recommended to address the issue for the Ward 2 Special election and future elections.

Addition of a Third Campaign Finance Report due 45 - 60 days post-election. The report will provide an
opportunity for candidates to close their campaign accounts prior to an annual report deadline and increase
timely transparency into campaign expenditures.

Staff will present the proposed change during the August 1 Council meeting. Due to the timing of the upcoming Ward 2 Special Election, it will be necessary to adopt an ordinance amending the City's Election Code as emergency legislation in September for changes to be implemented for the October 4 Election.

Next Steps:

An ordinance will be drafted by the City Attorney and presented for emergency adoption on the September 19 Council meeting agenda.

Fiscal Impact:

None.

City Administrator Comments: Recommend Support

Community Engagement:

Campaign Finance requirements will be communicated to all election candidates, posted on the City's website and included in the City's election guide.

Strategic Goals:

Goal 1 - Ensure Transparent and Accessible Governance

Legal Review Required? Pending