

City of Hyattsville

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



Agenda Regular Meeting

https://us06web.zoom.us/webinar/register/WN_YtS1sM7gS7WCH21YIZh2dQ

Monday, August 4, 2025

7:00 PM

Virtual

CITY COUNCIL

Robert S. Croslin, Mayor

Joseph Solomon, Council President, Ward 5

Kareem Redmond, Council Vice President, Ward 3

Joanne Waszczak, Ward 1

Greg Barnes, Ward 1

Danny Schaible, Ward 2

Emily Strab, Ward 2

Gopi Dhokai, Ward 3

Edouard Haba, Ward 4

Michelle Lee, Ward 4

Kelson Nisbett, Ward 5

ADMINISTRATION

Tracey E. Douglas, City Administrator

Nate Groenendyk, City Clerk, 301-985-5001, cityclerk@hyattsville.org

Welcome to the City of Hyattsville City Council Meeting!
Your participation at this public meeting is valued and appreciated.

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

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

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

PUBLIC INPUT: If you wish to address the Council during the Public Comment period, please use the "Raise Hand" feature in the virtual meeting interface. Participants may also submit statements electronically via email to cityclerk@hyattsville.org no later than two (2) hours prior to the start of the meeting. Submitted electronic statements will be sent to Councilmembers prior to the meeting and will not be read aloud. 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:

The Hyattsville City Council will hold its meeting on Monday, August 4, 2025, at 7 PM 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.

LANGUAGE TRANSLATION AND CLOSED CAPTIONING: The City of Hyattsville offers translation and closed captioning in over 50 languages for City Council Meetings via the Wordly platform. Follow the directions below to access the service:

-Go to: <https://attend.wordly.ai/join/RAVY-6886>

-Ensure the Session ID RAVY-6886 is displayed.

-Select Your Choice of Language and click on the "Attend" button.

-You can now read the captions on your device and/or listen to the translation of the City Council meeting.

If you have any questions or concerns, please contact info@hyattsville.org.

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 via email to cityclerk@hyattsville.org no later than two (2) hours prior to the start of the meeting. Submitted electronic statements will be sent to Councilmembers prior to the meeting and included in the official meeting record. Electronically submitted statements will not be read aloud. 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_YtS1sM7gS7WCH21YIZh2dQ

- 1. Call to Order and Roll Call**
- 2. Pledge of Allegiance to the Flag**
- 3. Approval of Agenda**
- 4. Public Comment (7:10 PM - 7:20 PM) Limit 2 minutes per speaker**
- 5. City Administrator Update (7:20 PM - 7:40 PM)**
- 6. Presentations (7:40 PM - 8:15 PM)**
 - 6.a. Hyattsville Elementary School Construction Update**

Presentation Only

Sponsors: City Administrator

Department: Community, Business, and Economic Development

Attachments:

7. Proclamations

7.a. Proclamation Recognizing Women's Equality Day

I move the Mayor and Council adopt the proclamation recognizing August 26, 2025, as Women's Equality Day in the City of Hyattsville.

Sponsors: City Administrator

Department: City Clerk

Attachments: CM 0804 Women's Equality Day Proclamation

7.b. Proclamation Celebrating August as National Black Business Month

I move the Mayor and Council adopt the proclamation celebrating August, 2025 as National Black Business Month in the City of the Hyattsville.

Sponsors: City Administrator

Department: City Clerk

Attachments: CM0804 Black Business Month Proclamation Draft

8. Appointments

8.a. Appointment to the Education Advisory Committee

I move the Mayor and Council approve the reappointment of Cynthia Totten (Ward 4) to the Education Advisory Committee for a term of two years to expire on August 4, 2027.

Sponsors: Emily Strab, Councilmember

Department: City Clerk

Attachments: Cynthia Totten W4 reappoint May 25 redac

9. Consent Items (8:15 p.m. - 8:20 p.m.)

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

9.a. Agreement with Lexis Nexis Risk Solutions

I move Mayor and Council authorize the City Administrator to enter into an agreement with Accurint/Lexis Nexis for access to their records database.

Sponsors:

Department: Police

Attachments: Hyattsville Police Department - addAccurintCrimeConsortiumSub,
Hyattsville Police Department - InrsAppAgreeGovtNonFCRA

9.b. Award of Contract for FY26 Tutoring and Mentoring Services

I move that the Mayor and Council authorize the City Administrator to enter into a one-year contract with Northstar Tutoring to provide Tutoring and Mentoring Services for the City's children and youth in an amount not to exceed \$80,000. The Contract is subject to approval by the City Attorney for legal sufficiency.

Sponsors: City Administrator

Department: Community Services

Attachments: Northstar Tutoring Contract 7.23.2025 FY26

9.c. Hyattsville Ordinance 2025-02: Parking Violation Fine Increase (Second Reading and Adoption)

I move the Mayor and Council adopt Hyattsville Ordinance 2025-02, an ordinance whereby the City Council amends the City Code to increase the fine for parking unlawfully in a handicapped parking space (SECOND READING & ADOPTION).

Sponsors: Edouard Haba, Councilmember, Joanne Waszczak, Councilmember,
Kareem Redmond, Council Vice President

Department: City Clerk

Attachments: 2025-02 Handicapped Parking Fine Increase Ordinance Draft 5.1.25
4916-2205-3949 v.3

9.d. Contract Award - Stormwater Management Unit Maintenance

I move that the Mayor and Council authorize the City Administrator to enter into a contract with Environmental Quality Resources, LLC for maintenance of the City's existing stormwater management units. The contract will be for one year with four optional renewal years, for an amount not to exceed \$75,000 per year.

Sponsors: City Administrator

Department: Department of Public Works

Attachments: Env Quality Resources Proposal 06-10-2025_

9.e. FY26 Expenditure - Big Belly

I move that the Mayor and Council authorize an expenditure in an amount not to exceed \$80,000 to Big Belly Solar for the FY26 service agreement.

Sponsors: City Administrator

Department: Department of Public Works

Attachments: Big Belly Quote Q20879-2, Big Belly Quote W38105-1, Big Belly Efficiency & Cost Savings Summary

9.f. Traffic Calming Decision: 5500-5600 Block of 42nd Avenue Traffic Petition

I move the Mayor and Council approve the request for the installation of traffic calming measures for the 5500-5600 block of 42nd Avenue and accept the staff recommendation to install a raised intersection at the intersection of 42nd Avenue and Kennedy Street.

Sponsors: City Administrator

Department: Department of Public Works

Attachments: Traffic Calming Petition - 42nd Ave 5500 5600 Staff Recommendation 20250804, Traffic Petition PPT 20250721 v2, Multimodal-Toolkit_Speed Cushion Raised Crossing, FHWA_Module 3_ Toolbox of Individual Traffic Calming Measures Part 2 _ Raised Intersection

9.g. Memorandum of Understanding with Prince George's County Police Department For FUSUS Access

I move Mayor and Council to authorize the City Administrator to enter into a Memorandum of Understanding with Prince George's County Police Department for FUSUS access.

Sponsors: City Administrator

Department: Police

Attachments: Brochure, PGPD Fusus MOU-Blank .2

9.h. Schedule Public Hearing for Hyattsville Charter Amendment Resolution: 2025-01

I move the Mayor and Council schedule a Public Hearing on Monday, September 15 at 6:30 PM to hear public testimony regarding proposed Hyattsville Charter Amendment Resolution 2025-01 which proposes to remove the requirement that Council Meetings start at 8:00 p.m. and occur twice monthly, and add the requirement for Council to adopt an annual meeting schedule via Resolution.

Sponsors: City Administrator

Department: Administration

Attachments:

9.i. Grant Application to the Prince George's County Historic Preservation Non-Capital Grant Program

I move the Mayor and City Council authorize the City Administrator to prepare an application to the County for grant funds to support the Hamilton Square Partners and provide any needed documentation required.

Sponsors: City Administrator

Department: Community, Business, and Economic Development

Attachments: 2025-07-28_Memo_Historic Preservation Noncapital grant.ju, Non-Cap-Grant-Guidelines_2021-Revision

10. Discussion Items (8:20 p.m. - 8:50 p.m.)

10.a. Hyattsville Charter Amendment Resolution 2025-01: Removing the Requirement that Council Meetings Start at 8:00 PM & Occur Twice Monthly

For Discussion Only.

Sponsors: City Administrator

Department: Administration

Attachments: 2025- 01 Charter Amendment Resolution_Meeting Time City Attorney To Staff 5.1.25 .2, Hyattsville Charter Amendment 2025-01_Presentation

11. Council Dialogue (8:50 p.m. - 9:00 p.m.)

12. Motion to Adjourn

City Council
August 4, 2025

Submitted by: Jeff Ulysse

Submitting Department: Community, Business, and Economic Development

Agenda Section: Presentations

Item Title:

Hyattsville Elementary School Construction Update

Suggested Action:

Presentation Only

Legal Review Required?

N/A

Summary Background:

The Department of Capital Programs partners with the Alternative Infrastructure Planning & Development Office on the Blueprint Schools Program, a groundbreaking public-private partnership aimed at accelerating the modernization of schools.

Shawn Matlock, Director, Office of Alternative Infrastructure Planning and Development for Prince George's County Public Schools, will update the City Council on transportation and traffic related to the swingspace. Taylor Powell, project manager for MCN, will provide development project updates.

The new school will span approximately 117,025 square feet inclusive of a parking garage, providing a modern and spacious environment for students and staff. The construction is expected to be completed by July 2027, ensuring that the new school is ready for occupancy for the 2027-2028 academic year.

Next Steps:

N/A

Fiscal Impact:

N/A

City Administrator Comments:

Community Engagement:

Strategic Goals:

Goal 1 – Ensure Transparent and Accessible Governance

City Council
August 4, 2025

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

Item Title:
Proclamation Recognizing Women's Equality Day

Suggested Action:
I move the Mayor and Council adopt the proclamation recognizing August 26, 2025, as Women's Equality Day in the City of Hyattsville.

Legal Review Required?

Summary Background:
Women's Equality Day commemorates the ratification of the 19th Amendment to the U.S. Constitution which granted women the fundamental right to vote on August 26, 1920.

Next Steps:
Adopt the proclamation.

Fiscal Impact:
N/A

City Administrator Comments:
Recommend approval.

Community Engagement:

Strategic Goals:
Goal 5 – Strengthen the City’s Identity as a Diverse, Creative, and Welcoming Community

CITY OF HYATTSVILLE

PROCLAMATION

RECOGNIZING AUGUST 26, 2025, AS WOMEN'S EQUALITY DAY IN THE CITY OF HYATTSVILLE

This proclamation declares August 26, 2025 to be Women's Equality Day in the City of Hyattsville, celebrating the tireless efforts of suffragists, activists, and trailblazing women who fought bravely for women's voting rights and paved the way for future generations to exercise their freedoms.

WHEREAS, on August 26, 1920, the United States ratified the 19th Amendment to the Constitution, granting women the fundamental right to vote, a significant milestone in the pursuit of gender equality; and

WEREAS, it is notable that on July 31, 1913, the City of Hyattsville served as the starting point of an early national women's suffrage rally, which traveled by motorcade to petition the United States Senate for women's rights to vote; and

WHEREAS, throughout history, women have faced discrimination and societal prejudices; yet, they have persevered, shaping our nation's progress and contributing significantly to every aspect of society; and

WHEREAS, we also acknowledge that full enfranchisement for women, including women of color, was not won until many years after the Nineteenth Amendment was ratified and that barriers to full equality for women persist even today; and

WHEREAS, we acknowledge the critical importance of gender equality and recognize that it is not just a women's issue but a societal issue that requires collective action and unwavering commitment from all individuals, organizations, and institutions; and

WHEREAS, by fostering an inclusive society where the potential and talents of women are fully recognized and utilized, we strengthen and enrich the lives of every citizen.

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council declare August 26, 2025, as Women's Equality Day, a day which reminds us to promote and protect the rights, dignity, and well-being of all women; advocating for equal opportunities, pay equity, access to education, healthcare, and women's representation in leadership roles.

Robert Croslin

Mayor, City of Hyattsville

August 4, 2025



City Council
August 4, 2025

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

Item Title:
Proclamation Celebrating August as National Black Business Month

Suggested Action:
I move the Mayor and Council adopt the proclamation celebrating August, 2025 as National Black Business Month in the City of the Hyattsville.

Legal Review Required?

Summary Background:
Since 2004, August has been recognized throughout the country as National Black Business Month, celebrating the contributions of Black-owned businesses to our economy, culture, and society.

Next Steps:
Adopt the proclamation.

Fiscal Impact:
N/A

City Administrator Comments:
Recommend support.

Community Engagement:

Strategic Goals:
Goal 5 – Strengthen the City’s Identity as a Diverse, Creative, and Welcoming Community

CITY OF HYATTSVILLE

PROCLAMATION

CELEBRATING AUGUST 2025 AS NATIONAL BLACK BUSINESS MONTH IN THE CITY OF HYATTSVILLE

This proclamation declares the month of August 2025 to be National Black Business Month in the City of Hyattsville and recognizes that this month provides an opportunity for all Americans to acknowledge and appreciate the immense contributions of Black-owned businesses to our nation's economy, culture, and society.

WHEREAS, National Black Business Month was founded in 2004 to recognize the vital contributions of Black-owned businesses throughout our country and to encourage their continued development and success; and

WHEREAS, the City of Hyattsville is home to a number of Black-owned businesses and it is notable that within the state of Maryland, 19.3 percent of all businesses are Black-owned – the second highest percentage among the nation's 50 states; and

WHEREAS, by shining a spotlight on Black businesses, National Black Business Month aims to promote economic empowerment, encourage consumer support, and advocate for policies that enable these businesses to thrive; and

WHEREAS, recognizing the contemporary challenges faced by African Americans in accessing capital, resources, and opportunities for business development, we celebrate the achievements of Black business owners who have overcome these obstacles and succeeded through perseverance, ingenuity, and with the support of government and corporate economic programs intended to right historical wrongs; and

NOW, THEREFORE BE IT RESOLVED, that the City Council and Mayor acknowledge the role Black-owned businesses continue to play in strengthening our community and nation by celebrating August of 2025 as Black Business Month in the City of Hyattsville.

Robert Croslin

Mayor, City of Hyattsville

August 4, 2025



City Council
August 4, 2025

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

Item Title:
Appointment to the Education Advisory Committee

Suggested Action:
I move the Mayor and Council approve the reappointment of Cynthia Totten (Ward 4) to the Education Advisory Committee for a term of two years to expire on August 4, 2027.

Legal Review Required?
N/A

Summary Background:
The staff liaison will reach out about the next scheduled meeting.

Next Steps:

Fiscal Impact:
N/A

City Administrator Comments:
Recommend approval.

Community Engagement:
Committee agendas are posted to the City website, and all meetings are open to the public.

Strategic Goals:
Goal 1 – Ensure Transparent and Accessible Governance

Profile

Cynthia

First Name

Totten

Last Name

Preferred Pronouns

☒ She, her, hers

Email Address

Committee Stipend Program - Members Receive a Stipend of \$40 per Meeting Attended

Upon appointment to a committee, you are automatically enrolled into the stipend program but in order to receive your payment you must complete and submit a W-9 form. The W-9 form will be emailed to committee members upon confirmation of your appointment.

Please enter your address below.

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

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

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

Street Address

City

Suite or Apt

State

Postal Code

Which Boards would you like to apply for?

Education Advisory Committee: Submitted

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

☒ Yes ☐ No

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

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

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

☒ Ward 4

Primary Phone

Referred By:

Edouard Haba

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

I am very interested in remaining involved in the Education Advisory Committee. I am a woman of color and the mother of a 10-year old, living in West Hyattsville. My son attends Greenbelt Middle; I have been a Hyattsville resident for over decade, and a member of the committee for nearly that entire time. It has meant a lot to me to be part of efforts to assist our local schools. Thank you.

Please describe your experience with government, business, municipal finance or accounting, including an understanding of generally accepted accounting principles (GAP) and financial statements, auditing, or analyzing financial statements, and experience with internal accounting controls.

I have a couple of decades of experience in social justice work, law and policy, including working to protect incarcerated people (children and adults) from abuse in prisons, jails and immigration detention. I am a member of my organization's management team, which involved some responsibility for fundraising and managing an organizational budget of \$3M+.

City Council
August 4, 2025

Submitted by: Alison Weikel
Submitting Department: Police
Agenda Section: Consent Items

Item Title:
Agreement with Lexis Nexis Risk Solutions

Suggested Action:
I move Mayor and Council authorize the City Administrator to enter into an agreement with Accurant/Lexis Nexis for access to their records database.

Legal Review Required?
Completed

Summary Background:
The Prince George's County Police Department was awarded a grant to participate in the Accurant Virtual Crime Center. This agreement will allow HPD to access the Lexis Nexis investigative tool by providing law enforcement the ability to link cross-jurisdictional data quickly and efficiently in urgent situations to help solve crime. This investigative tool combines identity data and nationwide law enforcement data in a powerful search that builds a comprehensive profile of an individual, a location, and an incident to reveal connections. This software links billions of public records to agency-provided data around the country to make connections between people, businesses, vehicles, and phones to reduce crime and help conclude cases.

Next Steps:
Execute Agreement

Fiscal Impact:
N/A

City Administrator Comments:
Access to this program is grant funded and will ensure HPD can access necessary data to aid in investigations.

Community Engagement:
N/A

Strategic Goals:
Goal 1 – Ensure Transparent and Accessible Governance

**Accurant Virtual Crime Center/Accurant Crime Analysis/
LexisNexis Community Crime Map/
AVCC XML Addendum**

Consortium Sub-Agency

This Accurant Virtual Crime Center/Accurant Crime Analysis/LexisNexis Community Crime Map/AVCC XML Addendum ("Addendum") sets forth additional or amended terms and conditions for the use of Accurant Virtual Crime Center; Accurant Crime Analysis; LexisNexis Community Crime Map; and/or AVCC XML (the "LN Services" provided herein), which are in addition to, and without limitation of, the terms and conditions set forth in the services agreement between the Consortium Lead Agency [Prince George's County Police Department](#) and LexisNexis Risk Solutions FL Inc. or its affiliated entity ("LN") for the LN Services (such services agreement, the "Agreement"). As the Consortium Sub-Agency signing below ("Customer"), your use of the LN Services is subject to the Agreement signed by the Consortium Lead Agency identified above, and this Addendum. A substantially similar version of the Agreement may be found at <http://www.lexisnexis.com/risk/masterterms/government/>. The LN Services subscribed to herein will be AVCC. Capitalized terms used herein but not defined herein shall have the meanings ascribed to them in the Agreement.

I. Public Safety Data Exchange Database

1. LN, as a vendor that processes information for its government customers, maintains the LexisNexis Public Safety Data Exchange Database ("PSDEX"), which contains information related to public safety and law enforcement investigations. PSDEX is compiled from information submitted by PSDEX customers and enhanced by LN data and technology such as LexID or data updates to allow LN's PSDEX customers to easily search and access information beyond their jurisdiction for analysis, investigations and reporting or other applications to accomplish their mission.
2. In exchange for good and valuable consideration, including access to PSDEX, Customer hereby agrees to contribute public safety information (the "Customer Data Contribution") that it and other PSDEX customers may use for analysis, investigations and reporting or other applications to accomplish their mission.
3. LN's obligations.
 - a. LN agrees to provide PSDEX information to Customer.
 - b. LN agrees to provide Customer with instructions for submitting information to the PSDEX database and for using the PSDEX service.
 - c. LN agrees to provide all LN employees, with physical or logical access to Customer Data Contributions, level four security awareness training as defined and listed in the Criminal Justice Information Services (CJIS) Security Policy.
 - d. LN agrees to access, store, and process Customer's Customer Data Contributions in accordance with the CJIS Security Policy, to the extent applicable to LN's accessing, storage, and processing of such data.
4. Customer obligations.
 - a. Customer agrees to submit to LN, with reasonable promptness and consistency, Customer Data Contributions.
 - b. Customer acknowledges and agrees that it is solely responsible for the content of the Customer Data Contributions submitted to LN and that it shall use reasonable care to ensure the information submitted is a reasonable reflection of the actual report. Each submission to LN with respect to an incident or subject constitutes a Customer Data Contribution.
 - c. Customer's disclosure of information to LN is and will be in compliance with all applicable laws, regulations and rulings.
 - d. Customer agrees to access, store, and process other customer's Customer Data Contributions in accordance with the CJIS Security Policy, to the extent applicable to Customer's accessing, storage, and processing of such data.
 - e. Customer agrees to notify LN promptly of any change in status, factual background, circumstances or errors concerning any Customer Data Contribution previously provided to LN. Customer further agrees to submit corrected information in a timely manner. Customer agrees that it will fully and promptly cooperate with LN should any inquiry about the Customer Data Contributions arise.
 - f. The following named individual/department shall serve as the contact person(s) for submissions made to LN. The contact person shall respond to requests from LN for clarification or updates on incident reports submitted by Customer during normal business hours, and Customer will not

unreasonably withhold from LN information on any such submission. LN shall not reveal the identity of the Customer's contact person(s) to any other PSDEX customer without Customer's consent.

Name: _____
Title: _____
Address: _____
Phone: _____
Fax: _____
Email: _____

- g. Customer agrees that it will access information contributed to PSDEX by other customers only through LN and any Customer employee permitted access to PSDEX by Customer shall be a CJI Authorized User/Personnel that has undergone appropriate Security Awareness Training as those terms are used in the CJIS Security Policy.
- h. Customer agrees that, to the extent permitted under applicable law, LN and all other PSDEX customers shall not be liable to Customer, and Customer hereby releases LN and all other PSDEX customers from liability to Customer, for any claims, damages, liabilities, losses and injuries arising out of, or caused in whole or in part by LN or each such other PSDEX customer's acts and omissions in reporting or updating Customer Data Contributions for inclusion in PSDEX. Other PSDEX customers are intended to be third party beneficiaries of this paragraph.

II. General Terms

1. **LICENSE GRANT.** Customer, at no charge, hereby grants to LN a paid up, irrevocable, worldwide, non-exclusive license to use, adapt, compile, aggregate, create derivative works, transfer, transmit, publish and distribute the Customer Data Contributions (1) to PSDEX customers; and (2) by agreement by initialing below, a de-identified subset (e.g., crime type, date/time of the incident, and the area that the incident has occurred) to third-parties assisting the public with a view of de-identified crime data. For purposes of clarification, Customer is the owner of its Customer Data Contributions and is hereby licensing to LN a copy of its Customer Data Contributions.

Customer will not provide a de-identified subset of its data to third parties (initials _____).

2. **FBI CJIS SECURITY ADDENDUM.** This Addendum incorporates by reference the requirements of the FBI CJIS Security Policy and the FBI CJIS Security Addendum (FBI CJIS Security Policy Appendix H attached hereto as Exhibit A), as in force as of the date of this Addendum and as may, from time to time hereafter, be amended. The parties warrant that they have the technological capability to handle Criminal Justice Information (CJI), as that term is defined by the FBI CJIS Security Policy, in the manner required by the CJIS Security Policy. The parties expressly acknowledge that the CJIS Security Policy places restrictions and limitations on the access to, use of, and dissemination of CJI and hereby warrant that their respective systems abide by those restrictions and limitations.
3. **GOOGLE GEOCODER.** LN uses Google Geocoder to geocode address locations that do not already contain "X" and "Y" coordinates. Any "X" and "Y" coordinate information provided by the Customer is assumed by LN to be accurate and will not be geocoded by Google Geocoder. Crime dot locations geocoded by Google Geocoder as displayed in PSDEX are approximate due to automated location methods and address inconsistencies.
4. **DATA DISCLAIMER.** LN is not responsible for the loss of any data or the accuracy of the data, or for any errors or omissions in the LN Services or the use of the LN Services or data therein by any third party, including the public or any law enforcement or governmental agencies. Due to the nature of the origin of public safety information, the data contained in PSDEX may contain errors. Source data is sometimes reported or entered inaccurately, processed poorly or incorrectly, and is generally not free from defect. The LN Services aggregate and report data as provided by PSDEX customers and is not the source of the data, nor is it a comprehensive compilation of all law enforcement data. Before Customer relies on any data, it should be independently verified.
5. **LINKS TO THIRD PARTY SITES.** PSDEX may contain links or produce search results that reference links to third party websites ("Linked Sites"). LN has no control over these Linked Sites or the content within them. LN cannot and does not guarantee, represent, or warrant that the content contained in the Linked Sites,

including, without limitation other links, is accurate, legal, and/or inoffensive. LN does not endorse the content of any Linked Site, nor does it warrant that a Linked Site will not contain computer viruses or other harmful code. By using PSDEX to search for or link to Linked Sites, Customer agrees and understands that such use is entirely at its own risk, and that Customer may not make any claim against LN for any damages or losses whatsoever resulting from such use.

6. **OWNERSHIP OF SUBMITTED CONTENT.** All information provided by a PSDEX customer is offered and owned by that customer. Unless otherwise indicated by written request from Customer, all data will be retained by LN and remain accessible by others in accordance with the provisions of this Addendum.

AUTHORIZATION AND ACCEPTANCE

I HEREBY CERTIFY that I am authorized to execute this Addendum on behalf of Customer.

Required: Customer ORI number (Originating Agency Identifier): _____

CUSTOMER: _____

Signature: _____

Print: _____

Title: _____

Date: _____

Exhibit A

FEDERAL BUREAU OF INVESTIGATION CRIMINAL JUSTICE INFORMATION SERVICES SECURITY ADDENDUM

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A-130 as "security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information."

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

1.00 Definitions

1.01 Contracting Government Agency (CGA) - the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.02 Contractor - a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

2.00 Responsibilities of the Contracting Government Agency.

2.01 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes. The acknowledgement may be signed by hand or via digital signature (see glossary for definition of digital signature).

3.00 Responsibilities of the Contractor.

3.01 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed and all subsequent versions), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

4.00 Security Violations.

4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.

4.02 Security violations can justify termination of the appended agreement.

4.03 Upon notification, the FBI reserves the right to:

- a. Investigate or decline to investigate any report of unauthorized use;
- b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CGA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

5.00 Audit

5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

6.00 Scope and Authority

6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.

6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

6.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.

6.05 All notices and correspondence shall be forwarded by First Class mail to:

Information Security Officer
Criminal Justice Information Services Division, FBI
1000 Custer Hollow Road
Clarksburg, West Virginia 26306

LexisNexis Risk Solutions Government Application & Agreement

The information submitted on this Application will be used to determine the applicant's eligibility for accessing the services and products of LexisNexis Risk Solutions FL Inc. and its affiliates (hereinafter "LN"). To avoid delay, please provide all information requested. By submitting this Application, the applicant hereby authorizes LN to independently verify the information submitted and perform research about the individuals identified. Acceptance of this Application does not automatically create a business relationship between LN and the applicant. LN reserves the right to reject this Application with or without cause and to request additional information. Applicant acknowledges and understands that LN will only allow applicant access to the LN Services if applicant's credentials can be verified in accordance with LN's internal credentialing procedures.

Section I – Agency Information – please do not use abbreviations

Full legal name of agency:		Main phone number for address*: *If this is a cell, additional documents may be required	
If this application is for an additional account, Parent account number:		Fax number:	
Physical Address where LN services will be accessed – P.O. Box/Mail Drops cannot be accepted (street, city, state, zip):		Previous address if at the current address less than 6 mos:	
Website address:		External Agency IP Address (https://www.whatismyip.com):	
External Agency IP Range – From:		External Agency IP Range – To:	
Agency information:			
☐ Federal Government	☐ Federal Law Enforcement	☐ Local/Municipal Government	
☐ State Government	☐ State Law Enforcement	☐ Local/Municipal Law Enforcement	
☐ Other (please explain):			

Section II – Administrator and Main Contact Information (for additional administrators, please provide additional sheets)

Product Administrator or Main Contact (first & last name):		Title:	
E-Mail Address:		Admin IP Address:	
Required for local and municipal agencies:			
Administrator Home Address (street, city, state, zip):		Administrator Date of Birth:	

Section III – Billing Information

Billing Contact (first & last name): check here if same as Administrator ☐		Title:	
Billing Address (street, city, state, zip):		Telephone:	
E-Mail Address:		Sales Tax Exempt: ☐ No ☐ Yes – please provide proof of exemption	
Do you require a PO number on invoice: ☐ No ☐ Yes If Yes, provide PO Number:			

Section IV – Business-to-Business Vendor Reference

Required for local and municipal agencies:	
Company Name:	Contact:
Business Address (street, city, state, zip):	Contact Phone Number:
E-mail Address:	Account Number (if applicable):

Section V – Site Visits

Site visits may be required to assure Applicant eligibility for LN products or services. By submitting this Application, Applicant agrees to authorize a site visit by LN or its approved third-party, and agrees to cooperate in its completion. If the contact for coordinating the site visit is not identified above as the Administrator, please provide the site visit contact's information below:

Contact Name:

Contact Phone:

Contact Email Address:

Section VI – Terms and Conditions

Terms and conditions governing the use of the LN Services are available online at <http://www.lexisnexis.com/risk/masterterms/government> and are incorporated into this Application & Agreement by reference as if stated in full herein. By signing below Applicant expressly certifies it has read the additional terms and conditions and agrees to be bound by them.

Signature

I HEREBY CERTIFY that I am authorized to execute this Application & Agreement on behalf of the Agency listed above and that I have direct knowledge of the facts stated above.

Applicant Signature:

Date Signed:

Applicant Name:

Title:

NON-FCRA PERMISSIBLE USE CERTIFICATION – GOVERNMENT

Customer (Agency) Name: _____
DBA: _____
Address: _____
City, State, Zip: _____
REQUIRED Please describe your purpose of use:

Definitions. Gramm-Leach-Bliley Act, (15 U.S.C. § 6801, et seq.) and related state laws (collectively, the "GLBA")
Drivers Privacy Protection Act, (18 U.S.C. § 2721 et seq.) and related state laws (collectively, the "DPPA")

Law Enforcement Agencies Only: Review and, if appropriate, certify to the following: Customer represents and warrants that it will use the LN Services solely for law enforcement purposes, which comply with applicable privacy laws including, but not limited to the GLBA and the DPPA. To certify, check here: ☐ Proceed to SECTION 3. QUALIFIED ACCESS

SECTION 1. GLBA EXCEPTION/PERMISSIBLE PURPOSE - NOT APPLICABLE TO LAW ENFORCEMENT

Some LN Services use and/or display nonpublic personal information that is governed by the privacy provisions of the GLBA. Customer certifies it has the permissible purposes under the GLBA to use and/or obtain such information, as marked below, and Customer further certifies it will use such information obtained from LN Services only for such purpose(s) selected below or, if applicable, for the purpose(s) indicated by Customer electronically while using the LN Services, which purpose(s) will apply to searches performed during such electronic session:

☐ No applicable GLBA exception/permissible use. Proceed to SECTION 2. DPPA PERMISSIBLE USES

(At least one (1) must be checked to be permitted access to GLBA data)

☐	As necessary to effect, administer, or enforce a transaction requested or authorized by the consumer.
☐	As necessary to effect, administer, or enforce a transaction requested or authorized by the consumer by verifying the identification information contained in applications.
☐	To protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability.
☐	In required institutional risk control programs.
☐	In resolving consumer disputes or inquiries.
☐	Use by persons, or their representatives, holding a legal or beneficial interest relating to the consumer.
☐	Use by persons acting in a fiduciary or representative capacity on behalf of the consumer.
☐	In complying with federal, state, or local laws, rules, and other applicable legal requirements.
☐	To the extent specifically permitted or required under other provisions of law and in accordance with the Right to Financial Privacy Act of 1978, to law enforcement agencies (including a Federal functional regulator, the Secretary of Treasury, a State insurance authority, or the Federal Trade Commission), self-regulatory organizations, or for an investigation on a matter related to public safety.

SECTION 2. DPPA PERMISSIBLE USES - NOT APPLICABLE TO LAW ENFORCEMENT

Some LN Services use and/or display personal information, the use of which is governed by the DPPA. Customer certifies it has a permissible use under the DPPA to use and/or obtain such information and Customer further certifies it will use such information obtained from LN Services only for one (1) or more of the purposes selected below or for the purpose(s) indicated by Customer electronically while using the LN Services, which purpose(s) will apply to searches performed during such electronic session:

☐ No permissible use. Proceed to SECTION 3. QUALIFIED ACCESS

(At least one (1) must be checked to be permitted access to DPPA data)

☐	For use in connection with any civil, criminal, administrative, or arbitral proceeding in any federal, state, or local court or agency or before any self-regulatory body, including the service of process, investigation in anticipation of litigation, and the execution or enforcement of judgments and orders, or pursuant to an order of a federal, state, or local court.
☐	For use in the normal course of business by a legitimate business or its agents, employees, or contractors, but only— (A) to verify the accuracy of personal information submitted by the individual to the business or its agents, employees, or contractors; and (B) if such information as so submitted is not correct or is no longer correct, to obtain the correct information, but only for the purposes of preventing fraud by, pursuing legal remedies against, or recovering on a debt or security interest against, the individual.
☐	Use by a government agency, but only in carrying out its functions.
☐	Use by any person acting on behalf of a government agency, but only in carrying out the agency's functions.
☐	Use by an insurer (or its agent) in connection with claims investigation activities or antifraud activities.
☐	In connection with motor vehicle safety or theft, or driver safety (except by or for a motor vehicle manufacturer).
☐	Use by an employer or its agents or insurer to obtain or verify information relating to a holder of a commercial driver's license that is required under Chapter 313 of Title 49 of the United States Code.

☐	For use in providing notice to the owners of towed or impounded vehicles.
☐	For use in connection with the operation of private toll transportation facilities.

With regard to the information that is subject to the DPPA, some state laws' permissible uses may vary from the permissible uses identified above. In such cases, some state information may not be available under each permissible use listed above and/or Customer may be asked to certify to a permissible use permitted by applicable state law to obtain information from a specific state.

Customer agrees and certifies it will use the information described above only in accordance with the permissible uses selected above or those selected subsequently in connection with a specific information request.

SECTION 3. QUALIFIED ACCESS

Certain users ("Authorized Users") may be able to obtain full social security numbers (nine (9) digits) and driver's license numbers (collectively, "QA Data"), when appropriate, through some LN Services. Only those users that are within the Authorized User List below, and that use QA Data for an Authorized Use identified below, may qualify. To potentially qualify as an Authorized User, Customer must certify that its business is within the Authorized User List below and its use of QA Data is within the Authorized Use List below.

☐ Customer is **NOT** requesting access to QA Data. Proceed to SECTION 4. DEATH MASTER FILE

☐ Customer is requesting access to QA Data. Complete the sections below.

What department will be using QA Data? _____

SOCIAL SECURITY NUMBERS

☐ Not an authorized user. Proceed to DRIVER'S LICENSE NUMBERS

1. AUTHORIZED USER (At least one (1) must be checked to receive Social Security Numbers)

☐	Federal, state or local government agency with law enforcement responsibilities.
☐	Special investigative unit, subrogation department and claims department of a private or public insurance company for the purposes of detecting, investigating or preventing fraud.
☐	Financial institution for the purposes of (a) detecting, investigating or preventing fraud, (b) compliance with federal or state laws or regulations, (c) collecting debt on their own behalf, and (d) such other uses as shall be appropriate and lawful.
☐	Collection department of a creditor.
☐	Collection company acting on behalf of a creditor or on its own behalf.
☐	Other public or private entity for the purpose of detecting, investigating or preventing fraud. Describe your business:

2. AUTHORIZED USE (At least one (1) must be checked to receive Social Security Numbers)

☐	Location of suspects or criminals.
☐	Location of non-custodial parents allegedly owing child support and ex-spouses allegedly owing spousal support.
☐	Location of individuals alleged to have failed to pay taxes or other lawful debts.
☐	Identity verification.
☐	Other uses similar to those described above. Describe your use:

By selecting above, the Customer certifies that it is an Authorized User, and that it will use Social Security Numbers only for the purpose(s) it designated on the Authorized Use List and for no other purpose(s).

DRIVER'S LICENSE NUMBERS

☐ Not an authorized user. Proceed to SECTION 4. DEATH MASTER FILE

1. AUTHORIZED USER (At least one (1) must be checked to receive Driver's License Numbers)

☐	Federal, state or local government agency with law enforcement responsibilities.
☐	Special investigative unit, subrogation department and claims department of a private or public insurance company for the purposes of detecting, investigating or preventing fraud.
☐	Financial institution for the purposes of (a) detecting, investigating or preventing fraud, (b) compliance with federal or state laws or regulations, (c) collecting debt on their own behalf, and (d) such other uses as shall be appropriate and lawful.
☐	Collection department of a creditor.
☐	Collection company acting on behalf of a creditor or on its own behalf.
☐	Other public or private entity for the purpose of detecting, investigating or preventing fraud. Describe your business:

2. AUTHORIZED USE (At least one (1) must be checked to receive Driver's License Numbers)

☐	Location of suspects or criminals.
☐	Location of non-custodial parents allegedly owing child support and ex-spouses allegedly owing spousal support.
☐	Location of individuals alleged to have failed to pay taxes or other lawful debts.
☐	Identity verification.
☐	Other uses similar to those described above. Describe your use:

By selecting above, the Customer certifies that it is an Authorized User, and that it will use Driver's License Numbers only for the purpose(s) it designated on the Authorized Use List and for no other purpose(s).

SECTION 4. DEATH MASTER FILE

For access to Limited Access DMF Data only.

☐ No permissible purpose. Proceed to AUTHORIZATION AND ACCEPTANCE OF TERMS

I. **Definitions.** For purposes of this Certification, these terms are defined as follows:

- a. **DMF Agreement:** The Limited Access Death Master File Non-federal Licensee Agreement for Use and Resale executed by LexisNexis Risk Data Retrieval Services LLC, on behalf of itself, its affiliates and subsidiaries, and its and their successors, with the federal government (NTIS, as below defined). The DMF Agreement form is found at www.lexisnexis.com/risk/DMFDocuments.
- b. **Certification Form:** The Limited Access Death Master File Subscriber Certification Form executed by LexisNexis Risk Data Retrieval Services LLC, on behalf of itself, its affiliates and subsidiaries, and its and their successors, with the federal government (NTIS, as below defined). The Certification Form is found at www.lexisnexis.com/risk/DMFDocuments.
- c. **DMF:** The federal Death Master File.
- d. **NTIS:** National Technical Information Service, U.S. Department of Commerce
- e. **Open Access DMF:** The DMF product made available through LN, which obtains the data from NTIS, and which does not include DMF with respect to any deceased individual at any time during the three-calendar-year period beginning on the date of the individual's death. Open Access DMF data should not be accessed pursuant to this Certification but should be accessed pursuant to a customer contract for such DMF data that is not Limited Access DMF.
- f. **Limited Access DMF:** Limited Access DMF includes DMF data with respect to any deceased individual at any time during the three-calendar-year period beginning on the date of the individual's death. Limited Access DMF is made available through LN as a Certified Person, by NTIS. This Certification governs Customer's access to Limited Access DMF from LN (or the applicable LN affiliate), whether full or partial Limited Access DMF records or indicators of deceased status, and via any format, including online, XML feed, or in-house file processing through LN.

II. Certification.

Customer's access to the Limited Access DMF requires certification of purpose, as required by 15 CFR Part 1110 and section 1001 of Title 18, United States Code. Customer hereby certifies that it has the indicated permissible purpose(s) under part (a) of this Section II ("Certification") and that it meets the requirements of part (b) of this Section II:

- (a) Such Customer has a legitimate fraud prevention interest, or has a legitimate business purpose pursuant to a law, governmental rule, regulation, or fiduciary duty, will use the Limited Access DMF only for such purpose(s), and specifies the basis for so certifying as (choose any applicable purposes that apply to Customer's use):

☐ **Legitimate Fraud Prevention Interest:** Customer has a legitimate fraud prevention interest to detect and prevent fraud and/or to confirm identities across its commercial business and/or government activities.

☐ **Legitimate Business Purpose Pursuant to a Law, Governmental Rule, Regulation, or Fiduciary Duty:** Customer has one or more of the purposes permitted under 42 USC 1306c including fraud prevention and ID verification purposes. Customer's specific purpose(s) for obtaining Limited Access DMF data under this Certification is:

- ☐ Fraud Prevention and identity verification purposes
- ☐ For uses permitted or required by law
- ☐ For uses permitted or required by governmental rules
- ☐ For uses permitted or required by regulation
- ☐ For uses necessary to fulfill or avoid violating fiduciary duties

and

- (b) Customer has systems, facilities, and procedures in place to safeguard Limited Access DMF, and experience in maintaining the confidentiality, security, and appropriate use of such information, pursuant to requirements similar to the requirements of section 6103(p)(4) of the Internal Revenue Code of 1986, and
- (c) Customer agrees to satisfy the requirements of such section 6103(p)(4) as if such section applied to Customer.

III. Flow-down Agreement Terms and Conditions

The Parties agree that the following terms and conditions are applicable to Recipient and ordering, access to, and use of Limited Access DMF:

- 1. **Compliance with Terms of Agreement and CFR.** Recipient of Limited Access DMF must comply with the terms of the Agreement and the requirements of 15 CFR Part 1110, as though set forth as a Subscriber therein, and Recipients may not further distribute the Limited Access DMF.
- 2. **Change in Status.** Should Recipient's status change such that it would no longer have a permissible purpose to access Limited Access DMF under this Addendum, Recipient agrees to immediately notify LN in writing in the manner and format required for notices under the

Contract. Should Recipient cease to have access rights to Limited Access DMF, Recipient shall destroy all Limited Access DMF, and will certify to LN in writing that it has destroyed all such DMF.

3. **Security and Audit.** Recipient will at all times have security provisions in place to protect the Limited Access DMF from being visible, searchable, harvestable or in any way discoverable on the World Wide Web. Recipient understands that any successful attempt by any person to gain unauthorized access to or use of the Limited Access DMF provided by LN may result in immediate termination of Recipient's access and this Addendum. In addition, any successful attempt by any person to gain unauthorized access may under certain circumstances result in penalties as prescribed in 15 CFR § 1110.200 levied on Recipient and the person attempting such access. Recipient will take appropriate action to ensure that all persons accessing the Limited Access DMF it obtains from LN are aware of their potential liability for misuse or attempting to gain unauthorized access. Any such access or attempted access is a breach, or attempted breach, of security and Recipient must immediately report the same to NTIS at dmfcert@ntis.gov; and to LN by written notification to the LN Information Assurance and Data Protection Organization at 1000 Alderman Drive, Alpharetta, Georgia 30005 and by email (security.investigations@lexisnexis.com) and by phone (1-888-872-5375). Recipient agrees to be subject to audit by LN and/or NTIS to determine Recipient's compliance with the requirements of this Addendum, the Agreement, and 15 CFR Part 1110. Recipient agrees to retain a list of all employees, contractors, and subcontractors to which it provides Limited Access DMF and to make that list available to NTIS and/or LN as part of any audits conducted hereunder. Recipient will not resell or otherwise redistribute the Limited Access DMF.
4. **Penalties.** Recipient acknowledges that failure to comply with the provisions of paragraph (3) of the Certification Form may subject Recipient to penalties under 15 CFR § 1110.200 of \$1,000 for each disclosure or use, up to a maximum of \$250,000 in penalties per calendar year, or potentially uncapped for willful disclosure.
5. **Law, Dispute Resolution, and Forum.** Recipient acknowledges that this Addendum is governed by the terms of federal law. Recipient acknowledges that the terms of Section 14 of the Agreement govern disagreement handling, and, without limitation to the foregoing, that jurisdiction is federal court.
6. **Liability.** The U.S. Government/NTIS and LN (a) make no warranty, express or implied, with respect to information provided under the Agreement, including but not limited to, implied warranties of merchantability and fitness for any particular use; (b) assume no liability for any direct, indirect or consequential damages flowing from any use of any part of the Limited Access DMF, including infringement of third party intellectual property rights; and (c) assume no liability for any errors or omissions in Limited Access DMF. The Limited Access DMF does have inaccuracies and NTIS and the Social Security Administration (SSA), which provides the DMF to NTIS, and LN, do not guarantee the accuracy of the Limited Access DMF. SSA does not have a death record for all deceased persons. Therefore, the absence of a particular person in the Limited Access DMF is not proof that the individual is alive. Further, in rare instances, it is possible for the records of a person who is not deceased to be included erroneously in the Limited Access DMF. Recipient specifically acknowledges the terms of Attachment B to the Agreement, which terms apply to Recipient.
7. **Indemnification.** To the extent not prohibited by law, Recipient shall indemnify and hold harmless LN and NTIS and the Department of Commerce from all claims, liabilities, demands, damages, expenses, and losses arising from or in connection with Recipient's, Recipient's employees', contractors', or subcontractors' use of the Limited Access DMF. This provision will include any and all claims or liability arising from intellectual property rights.
8. **Survival.** Provisions hereof related to indemnification, use and protection of Limited Access DMF, audit, disclaimer of warranties, and governing law shall survive termination of this Addendum.
9. **Conflict of Terms.** Recipient acknowledges that the terms of this Addendum, in the event of conflict with the terms of the Contract, apply in addition to, and not in lieu of, such Contract terms, with respect to the Limited Access DMF only.

AUTHORIZATION AND ACCEPTANCE OF TERMS

I HEREBY CERTIFY that I have direct knowledge of the facts stated above and that I am authorized to execute this Certification on behalf of the Customer listed above.

CUSTOMER

Signature

Print Name

Title

Dated

(mm/dd/yy)

City Council
August 4, 2025

Submitted by: Sandra D. Shephard

Submitting Department: Community Services

Agenda Section: Consent Items

Item Title:

Award of Contract for FY26 Tutoring and Mentoring Services

Suggested Action:

I move that the Mayor and Council authorize the City Administrator to enter into a one-year contract with Northstar Tutoring to provide Tutoring and Mentoring Services for the City's children and youth in an amount not to exceed \$80,000. The Contract is subject to approval by the City Attorney for legal sufficiency.

Legal Review Required?

Pending

Summary Background:

Since 2018, the City has conducted a Tutoring and Mentoring program for children and youth that provides individualized in-person and virtual tutoring for a total of seventy (70) students in grades K-12 to our Youth Center students.

The program consists of summer and school-year tutoring services with a mentoring component. Throughout the year, City staff receive program reports to ensure the program meets the City's needs.

The summer tutoring program offers tutoring services two times per week for six weeks to enhance and maintain students' reading, math, and writing skills while on summer break. In 2024, the summer program served 41 students (28 in person and 13 online). Of the 41 participants, 18 were new, and most of the participants continued into the school year. Approximately half of the students attended both tutoring nights each week.

During the school year, in-person tutoring sessions are offered three days per week, with an online option. The sessions focus primarily on assisting students with their homework, improving or maintaining grades, and providing mentoring services. For the 2024-2025 school year, 75 students enrolled in tutoring with a daily attendance rate of 92% and a weekly tutoring time of 140 minutes per student.

Overall, the program's data has demonstrated that Northstar has provided excellent service to the community and continues to meet the City's program goals in addressing educational gaps in the community.

For FY26, the City issued a Request for Proposal (RFP) seeking bids to continue the Tutoring and Mentoring program. Eight (8) submissions were received, evaluated, and scored by staff. Staff recommend awarding the contract to Northstar Tutoring to continue tutoring and mentoring

program services for the upcoming fiscal year.

In addition to the tutoring and mentoring services currently provided, Northstar Tutoring proposes to expand mentoring services to include social-emotional learning practices, continuing education preparation, career exposure and job shadowing, group mentoring activities, family engagement opportunities, and the addition of volunteer administrative and program support.

The item was tabled from the July 21st to August 4th, 2025 meeting. The updated contract is attached.

Next Steps:

Upon Council approval, staff will proceed with the contract.

Fiscal Impact:

Not to exceed \$80,000

City Administrator Comments:

Recommend approval. This free tutoring service has been a benefit to the community.

Community Engagement:

N/A

Strategic Goals:

Goal 5 – Strengthen the City’s Identity as a Diverse, Creative, and Welcoming Community

CONTRACT FOR TUTORING AND MENTORING SERVICES

NORTHSTAR TUTORING CITY OF HYATTSVILLE, MARYLAND

THIS AGREEMENT, hereinafter referred to as “Agreement,” is made this ____ day of _____ 202__, by and between the **CITY OF HYATTSVILLE**, a municipal corporation of the State of Maryland, located at , 4310 Gallatin Street Hyattsville, MD 20781 hereinafter referred to as “the City,” and Northstar Tutoring, a 501(c)3 nonprofit organization and provider of tutoring and mentoring services, located at 2437 15th Street, NW, Washington, DC 20009 hereinafter referred to as “Contractor,” and both collectively referred to hereinafter as “the Parties.”

RECITALS

WHEREAS, the Hyattsville City Council determined that it is in the best interests of the residents of the City of Hyattsville to provide youth with tutoring and mentoring services;

WHEREAS, the Contractor is a nonprofit organization with years of experience executing tutoring-mentorship programming in the District of Columbia, **and**

WHEREAS, the Mayor and City Council, by enacting Ordinance No. 2024-01, have authorized the City Administrator to enter into this Agreement in pursuit of the Project.

TERMS

NOW, THEREFORE, in consideration of the mutual promises of the Parties, and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 1. SCOPE OF SERVICES

1.1. During the term of this Agreement, Contractor agrees that it will have the following responsibilities with respect to the Project:

- 1.1.1.** The provision of a tutoring and mentorship program three (3) days per week during the weeks that Prince George’s County Public Schools are in session, offering virtual programming for those who request online services, and offering at least ten (10) sessions of tutoring during the summer months and virtual programming for those who request online services. The city will provide the necessary space for the program's execution and ongoing technical support.
- 1.1.2.** Contractor is responsible for recruiting and overseeing adult mentor tutors, including conducting background checks, fingerprinting, Child Protective Services (CPS) checks, and processing identification badges.
- 1.1.3.** Contractor is responsible for recruitment, training, screening, and pairing of adult mentor tutors with up to seventy (70) mentee students

in grades Kindergarten (K) through Twelve (12) who participate in the City's youth programs.

- 1.1.4. During weeks that PGCPs is in session, participation in a monthly meeting with City staff and school staff and/or teachers to track, measure, and ensure student progress will be required.**
- 1.1.5. Contractor will provide quarterly written reports indicating attendance data and participant academic progress. The quarterly reports will be provided for the periods as follows: July-September, October-December, January-March and April-June.**
- 1.1.6. Contractor will provide weekly attendance reports.**

1.2. The Project shall also include all other work as reasonably and additionally required by the City and agreed to by Contractor. Any such work shall be reduced to written form and will require the Parties to execute a modification to this Agreement as set forth in Section 5 of this Agreement.

SECTION 2. PERIOD OF PERFORMANCE

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

2.2. Contractor agrees to perform all services required by this Agreement, including any modifications agreed to by the Parties, as expeditiously as is consistent with good professional skill and best industry practice.

2.3. Time is of the essence and a critical factor in the successful execution of the terms of this Agreement.

2.4. Contractor must not commence work under this Agreement until all conditions for commencement are met, including execution of this Agreement by the Parties, compliance with insurance requirements, and the issuance of any required notice to proceed.

SECTION 3. FEE FOR SERVICES

3.1. In exchange for these good and valuable services, Contractor will receive a fee not to exceed the amount of Eighty Thousand Dollars (\$80,000). The Parties may agree to an equitable adjustment of this fee as set forth in Section 5 of this Agreement.

3.2. The compensation due to Contractor under this Agreement shall not, in any event, exceed Eighty Thousand Dollars (\$80,000).

3.3. The City agrees to pay the fee contemplated in Subsection 3.1 to Contractor in Twelve (12) monthly installments in the amount of Six Thousand Six Hundred Sixty Six Dollars (\$6,666) per installment. The first monthly installment shall be paid one (1) month after the execution of this Agreement.

3.4. Contractor shall submit invoices to the City on a monthly basis. Invoices shall be based on time expended by Contractor to complete the tasks required under this Agreement. Invoices shall include the name of the assignment; a detailed description of the services provided; the results of the services; recommendations for future actions; the date; and the amount of time expended in providing the services. Payment will be made to Contractor within thirty (30) calendar days after the City's receipt of an invoice in a form deemed acceptable by the City. Payment will be contingent upon the City's verification that the work has been satisfactorily performed as determined by the City in its reasonable discretion. The City reserves the right to verify and approve the work represented by the invoice prior to payment of the invoice.

3.5. No payment by the City may be made, or is due, under this Agreement, unless funds for the payment have been appropriated and encumbered by the City.

SECTION 4. PRIORITY OF DOCUMENTS

4.1. The terms and conditions of this Agreement supersede any prior proposals or agreements.

4.2. The following documents are incorporated herein by reference into and made a part of this Agreement and are enumerated herein in the order of their legal precedence in the event of a conflict in their terms: (i) _____; (ii) _____; (iii) _____; and (iv) _____. In the event of a conflict in language between this Agreement and any of said documents, the terms of this Agreement shall control.

SECTION 5. CHANGES

5.1. Within the general scope of services, the City may unilaterally change the work, materials and services to be performed. The change must be in writing and within the general scope of this Agreement. In such cases, this Agreement will be modified to reflect any time or money adjustment Contractor is entitled to receive. Contractor shall not proceed with these changes (either additions or deletions) without a change order or amendment being signed by both the City and Contractor and an order or amendment stating, as applicable, the change in the work and an estimate of the time and/or cost involved in the change.

5.2. Any claim of Contractor for an adjustment in time or money due to change must be made in writing within thirty (30) days from the date the City notified Contractor of the change, or the claim is waived. Any failure to agree upon a time or money adjustment must be resolved under Section 11 of this Agreement. Contractor must proceed with the prosecution of the work as

changed, even if there is an unresolved claim. No charge for any extra work, time or material will be allowed, except as provided in this Section.

5.3. The amount of any adjustment to this Agreement under this Section shall be a negotiated cost and fee.

5.4. This Agreement may only be amended or modified by a writing signed by the Parties.

SECTION 6. NOTICES

6.1. Any required notices or other communications under this Agreement shall be in writing and personally delivered, mailed, delivered by a reputable overnight delivery service, or emailed. Notice via email may be considered official notice only if the receiving party acknowledges receipt via return email or email read receipt. Notices shall be addressed as follows:

If to Contractor: _____

Telephone: _____
E-Mail: _____

If to the City: Sandra D. Shephard
Director of Community Services

Telephone: 301-985-5031
Email: sshephard@hyattsville.org

6.2 Either party may change the person or address for notices by written notice to the other party. Notices shall be deemed given when received or three business days after the notice is deposited, properly addressed and postage prepaid, in the United States mail or one business day after the notice is sent by a reputable overnight mail delivery service (such as, but not limited to, FedEx or UPS Next Day Delivery). For notices by email, the notice shall be deemed given on the day the recipient acknowledges receipt of the notice via return email or email read receipt. Rejection or other refusal to accept or inability to deliver because of changed address, of which no Notice has been given, shall constitute receipt of the Notice.

SECTION 7. CONTRACT ADMINISTRATION

7.1. For Contractor. _____, is Contractor's Authorized Representative for this Agreement. Contractor's Authorized Representative shall act on behalf of Contractor on all matters pertaining to this Agreement. All matters and correspondence to Contractor pertaining to this Agreement shall be directed to the attention of Contractor's Authorized Representative. Contractor's Authorized Representative shall not be changed without prior written notice to and the agreement of the City.

7.2. For the City. Sandra D. Shephard, is the City Administrator's designee for purposes of this Agreement and shall act as the Contract Administrator in connection with this Agreement. The City's Contract Administrator may be changed at any time or from time to time by written notice to Contractor. The City's Contract Administrator is not authorized to make determinations (as opposed to recommendations) that alter, modify, terminate or cancel the contract, interpret ambiguities in the language of this Agreement, or waive any of the City's rights hereunder. The City's Contract Administrator is authorized to:

7.2.1. Serve as liaison between the City and Contractor;

7.2.2. Give direction to Contractor to ensure satisfactory and complete performance;

7.2.3. Monitor and inspect Contractor's performance to ensure acceptable timeliness and quality;

7.2.4. Serve as records custodian for this Agreement;

7.2.5. Accept or reject Contractor's performance;

7.2.6. Furnish timely written notice of Contractor's performance failures to the City Council, City Administrator, and/or City Attorney, as appropriate;

7.2.7. Approve or reject invoices for payment;

7.2.8. Recommend modifications or terminations of this Agreement; and

7.2.9. Issue notices to proceed and task and purchase orders.

SECTION 8. TERMINATION

8.1. This Agreement may be terminated by the City, in whole or in part, upon written notice to Contractor, when the City determines that such termination is in its best interest. A termination for convenience is effective on the date specified in the City's written notice or, if the notice does not specify an effective date, then five (5) days after notice of termination is given by the City. Termination for convenience may entitle Contractor to payment for reasonable costs allocable to this Agreement for work or costs incurred by Contractor up to the date of termination. Contractor must not be paid compensation as a result of a termination for convenience that exceeds the amount encumbered to pay for work to be performed under this Agreement.

8.2. In the event of any of the circumstances set forth below, hereinafter referred to as "Default," the City may terminate the Agreement, in whole or in part, and from time to time:

8.2.1. Any fraudulent representation in an invoice or other verification required to obtain payment under this Agreement or other dishonesty on a material matter relating to the performance of services under this Agreement; and

8.2.2. Non-performance, incomplete service or performance, failure to make satisfactory progress in the prosecution of this Agreement, failure to satisfactorily perform any part of the work required under this Agreement or to comply with any provision of this Agreement, as determined by the City's Contract Administrator in his or her sole discretion, including:

8.2.2.1. Failing to commence work when notified.

8.2.2.2. Abandoning the work. Visual inspection by the City's Contract Administrator will serve as evidence of abandonment.

8.2.2.3. Subcontracting any part of work without the City's prior approval.

8.2.2.4. Receiving two written warnings of unsatisfactory or incomplete work or any other violation of the terms of this Agreement.

8.2.2.5. Failing to adhere to the required specifications for the work required under this Agreement.

8.2.3 Contractor, or any partner, member, principal or officer of Contractor, being criminally charged with an offense involving fraud, dishonesty or moral turpitude.

8.2.4 Contractor being adjudged bankrupt or making a general assignment for the benefit of creditor or if a receiver shall be appointed on account of Contractor's insolvency.

8.2.5 Failure to adhere to the terms of applicable city, county, state, and federal laws, ordinances, regulations, or stated public policy pertaining to the subject matter and performance of this Agreement, including but not limited to the following: the payment of all applicable taxes and withholding, compliance with equal opportunity employment and labor laws, and/or failure to obtain and/or comply with the terms and conditions of any required permits.

8.3. In the event of a Default, the City shall provide Contractor with a written notice to cure the Default. The termination for Default is effective on the date specified in the City's written notice. However, if the City determines that Default contributes to the curtailment of an essential service or poses an immediate threat to life, health, or property, the City may terminate this Agreement immediately upon issuing oral or written notice to Contractor without any prior notice or opportunity to cure. In addition to any other remedies provided by law or this Agreement, Contractor must compensate the City for additional costs that foreseeably would be incurred by the City, whether the costs are actually incurred or not, to obtain substitute performance.

8.4. Notice of any termination must be in writing, state the reason or reasons for the termination, and specify the effective date of the termination.

8.5. In the event of termination under Subsections 8.1 or 8.2, Contractor consents to the City's selection of another contractor of the City's choice to assist the City in any way in completing the Project. Contractor further agrees to cooperate and provide any information requested by the City in connection with the completion of the Project, including assignment of any contracting rights the City may require. Contractor consents to and authorizes the making of any reasonable changes to the design of the Project by the City and such other contractor as the City may desire.

8.6. Any termination of this Agreement for cause that is later deemed to be unjustified shall be deemed a termination for convenience under Subsection 8.1.

SECTION 9. CERTIFICATIONS OF CONSULTANT

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

9.2. Contractor and the City represent and warrant that: (a) they have the full right and authority to enter into, execute, and perform the obligations required under this Agreement and that no pending or threatened claim or litigation known by them would have a material adverse impact on their ability to perform as required under this Agreement; (b) they have accurately identified themselves and have not provided any inaccurate information about themselves or the Project; and (c) they are entities authorized under the laws of the State of Maryland to do business within the State.

9.3. Contractor warrants and represents: that it is the sole entity, directly or indirectly, interested in compensation for the delivery of the services and work product awarded, and to be performed under this Agreement; that any proposal upon which this Agreement was based was made without any connection with or common interest in the profits with any undisclosed persons or entity; that this Agreement is fair and made without collusion or fraud; that no employee or official of the City is directly or indirectly interested therein; that none of its officers, directors, or partners or employees directly involved in obtaining contracts or performing any part of the work required under this Agreement has been convicted of bribery, attempted bribery, or conspiracy to bribe under any federal, state, or local law.

9.4. Contractor agrees to comply with all applicable City, county, state, and federal laws and regulations regarding employment discrimination. Contractor assures the City that it does not, and agrees that it will not, discriminate in any manner on the basis of race, color, religion, ancestry, national origin, age, sex, marital status, disability, sexual orientation, and gender identity.

9.5. Contractor certifies that all information Contractor has provided or will provide to the City is true and correct and can be relied upon by the City in awarding, modifying, making payments, or taking any other action with respect to this Agreement including resolving claims and disputes. Any false or misleading information is a ground for the City to terminate this

Agreement for cause and to pursue any other appropriate remedy. Contractor certifies that Contractor's accounting system conforms with generally accepted accounting principles, is sufficient to comply with Contractor's budgetary and financial obligations and is sufficient to produce reliable financial information.

SECTION 10. INDEMNIFICATION

10.1. Contractor is responsible for any loss, personal injury, death and any other damage (including incidental and consequential) arising out of, incident to, or caused by reason of Contractor's negligence, malfeasance or failure to perform any contractual obligations. Contractor must indemnify and hold the City harmless from any loss, cost, damage, and other expenses, including attorney's fees and litigation expenses, arising out of, incident to, or caused by Contractor's negligence, malfeasance or failure to perform any of its contractual obligations. If requested by the City, Contractor must defend the City in any action or suit brought against the City arising out of Contractor's negligence, errors, acts or omissions under this Agreement. The negligence or malfeasance of any agent, subcontractor or employee of Contractor is deemed to be the negligence or malfeasance of Contractor. For the purposes of this Subsection, City includes its commissions, departments, agencies, agents, officials, and employees.

If Contractor will be preparing, displaying, publicly performing, reproducing, or otherwise using, in any manner or form, any information, document, or material that is subject to a copyright, trademark, patent, or other property or privacy right, then Contractor must: obtain all necessary licenses, authorizations, and approvals related to its use; include the City in any approval, authorization, or license related to its use; and indemnify and hold harmless the City related to Contractor's alleged infringing or otherwise improper or unauthorized use. Accordingly, Contractor must protect, indemnify, and hold harmless the City from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits, or actions, and attorneys' fees and the costs of the defense of the City, in any suit, including appeals, based upon or arising out of any allegation of infringement, violation, unauthorized use, or conversion of any patent, copyright, trademark or trade name, license, proprietary right, or other related property or privacy interest in connection with, or as a result of, this Agreement or the performance by Contractor of any of its activities or obligations under this Agreement.

10.2. Contractor further agrees to notify the City in writing within ten (10) days of receipt of any claim or notice of any claim made by third parties against Contractor or any subcontractor regarding the services and work provided to the City under this Agreement. Contractor shall provide the City copies of all claims, notices of claims, and all pleadings and motions filed therein as the matter progresses. This Section 10 shall survive termination of this Agreement for a period of three (3) years and six (6) months after the termination date.

SECTION 11. DISPUTES

11.1. Any dispute arising under this Agreement which is not resolved by an agreement between the Parties shall be decided by the City Administrator, after reasonable opportunity is provided for the Parties to provide written documentation supporting their position. Pending final

resolution of a dispute, except for a termination of this Agreement by the City, Contractor must proceed diligently with performance under this Agreement. A claim must be in writing, for specific relief, or for a sum certain if the claim is for money, and any requested money or other relief must be fully supported by all relevant calculations, including cost and pricing information, records, and other information.

11.2. A decision by the City Administrator or his or her designee under the dispute procedure set forth in this Section shall be a condition precedent to suit being filed by any party. For purposes of any litigation involving this Agreement, exclusive venue and jurisdiction shall be in the Circuit Court for Prince George's County, Maryland or in the District Court of Maryland sitting in Prince George's County.

SECTION 12. INSURANCE

12.1. Contractor shall obtain and maintain liability insurance coverage at Contractor's own expense. Contractor shall, within thirty (30) days of the execution of this Agreement, file with the City Administrator, the Certificate from an insurance company authorized to do business in the State of Maryland and satisfactory to the City showing issuance of liability insurance coverage as set forth more fully herein below with a deductible no greater than Ten Thousand Dollars (\$10,000.00), except as specified in Subsection 12.1.3. Contractor shall be fully and completely responsible to pay the deductible. Unless waived in writing by the City, the Certificate shall bear and endorsement in words exactly as follows:

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

Contractor shall, throughout the term of this Agreement, maintain commercial general liability insurance, automobile liability insurance, professional liability insurance, and workers' compensation insurance in the following amounts and shall submit an insurance certificate, as set forth above, as proof of coverage prior to the final approval of this Agreement:

12.1.1. Commercial general liability insurance with a minimum combined single limit of (\$2,000,000.00) Dollars (\$1,000,000.00) for bodily injury and property damage per occurrence including contractual liability, premises and operations, and independent contractors and products liability.

12.1.2. Automobile liability insurance with coverage for bodily injury of at least Twenty Five Thousand Dollars (\$25,000.00) per person, at least Fifty Thousand Dollars (\$50,000.00) per occurrence, and coverage for property damage of at least Twenty Thousand Dollars (\$20,000.00) per occurrence.

12.1.3. Workers' compensation insurance with coverage limits of at least One Million Dollars (\$1,000,000.00) per bodily injury by accident and coverage for disease of at least One Million Dollars (\$1,000,000.00) per employee and at least One Million Dollars

(\$1,000,000.00) in the aggregate.

12.2. All policies of insurances shall be underwritten by companies licensed to do business in the State of Maryland.

12.3. The City is not responsible for any damage or loss of property or materials stored on or within facilities owned by the City. Contractor shall provide necessary insurance coverage for such losses or shall assume full risk for replacement cost for its own property or materials and that owned by its subcontractors.

12.4. Contractor shall assure that all subcontractors carry identical coverage as required by this Section 12, either individually or as an additional insured on Contractor's policies. Exceptions may be made only with the written approval of the City.

SECTION 13. SET OFF

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

SECTION 14. APPLICABLE LAW

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

SECTION 15. RECORD AND AUDIT

15.1. Contractor shall maintain books, records, documents, and other evidence directly pertinent to costs, estimates and performance under this Agreement or required under any federal, state, or local rule or regulation, in accordance with accepted professional practice, appropriate accounting procedures, and practices. The City, or any of its duly authorized representatives, shall have access to such books, records, documents, and other evidence for the purpose of inspection, audit and copying. The Contractor agrees to make records related to this agreement available, except for records protected under HIPAA regulations, specifically clinical notes. Clinical notes, protected under HIPAA law, will only be disclosed in response to a legally issued subpoena. The contractor agrees to make its records relating to this agreement available to the city upon request and to maintain those records for six (6) years following the date of substantial completion of this agreement or a longer period if reasonably

requested by the city. Contractor will provide proper facilities for such access and inspection.

15.2. Records referred to under Subsection 15.1 shall be maintained and made available during performance under this Agreement and until six (6) years from the date of final completion of the Project. In addition, those records that relate to any dispute or litigation, to the settlement of claims arising out of such performance, or to costs or items to which an audit exception has been taken shall be maintained and available until six (6) years after the date upon which any such dispute, litigation, claim, or exception is resolved.

15.3. Contractor shall include the provisions of this Section 15 in every subcontract Contractor enters into relating to this Project.

15.4. All proprietary information furnished by Contractor in connection with this Agreement, but not developed as a result of work under this Agreement or under prior agreements between the City and Contractor, shall be held confidential by the City, and returned to Contractor within thirty (30) days of the completion of the services or the conclusion of litigation wherein Contractor's services were provided. All inventions, techniques, and improvements held by Contractor to be proprietary or trade secrets of Contractor prior to any use on behalf of the City, as well as all inventions, techniques, and improvements developed by Contractor, independent of the services rendered to the City under this Agreement, remain the property of Contractor.

SECTION 16. MISCELLANEOUS

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

16.2. If any term or provision of this Agreement or applications thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remaining terms and provisions of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

16.3. This Agreement and any rights or obligations under this Agreement may not be assigned or subcontracted by Contractor without the prior written consent of the City and any attempted assignment or subcontracting without such prior written consent shall be void.

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

16.5. This Agreement represents the entire and integrated Agreement between the City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. Notwithstanding any provisions to the contrary in any contract terms or conditions unilaterally supplied by Contractor, the terms of this Agreement supersede Contractor's terms and conditions, in the event of any inconsistency.

16.6. All section and paragraph captions, marginal references, and table of contents in this Agreement are inserted only as a matter of convenience, and in no way amplify, define, limit, construe, or describe the scope or intent of this Agreement nor in any way affect this Agreement.

16.7. Neither the City nor Contractor has made any representations or promises with respect to the Project except as expressly set forth herein.

16.8. The neuter, feminine, or masculine pronoun when used herein shall each include each of the other genders and the use of the singular shall include the plural.

16.9. This Agreement shall not be construed in favor or against either party on the basis that it was drafted by the City.

16.10. The waiver of any breach of this Agreement shall not be held to be a waiver of any other or subsequent breach. Any waiver by the City of a requirement of this Agreement, including without limitation, any requirement that a notice be made in writing or that a notice or submission be made within a certain time, shall not operate as a waiver of the same or any other requirement of this Agreement, in any other circumstance or at any other time.

16.11. This Agreement shall not confer any rights or remedies upon any person other than the Parties and their respective successors and permitted assigns.

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

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

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

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

IN WITNESS WHEREOF, the City and Contractor have executed this Agreement as of the date first written above.

Witness:

[Contractor]:

By: _____

By: _____

_____ Date

Witness:

City of Hyattsville

By: _____

By: _____

_____ Date

City Council
August 4, 2025

Submitted by: Nate Groenendyk
Submitting Department: City Clerk
Agenda Section: Consent Items

Item Title:

Hyattsville Ordinance 2025-02: Parking Violation Fine Increase (Second Reading and Adoption)

Suggested Action:

I move the Mayor and Council adopt Hyattsville Ordinance 2025-02, an ordinance whereby the City Council amends the City Code to increase the fine for parking unlawfully in a handicapped parking space (SECOND READING & ADOPTION).

Legal Review Required?

Completed

Summary Background:

This legislation was first introduced at the November 11, 2024 Council Meeting. At that meeting, the Council voted to authorize the City Attorney to draft an ordinance to increase the City's parking fine for unlawfully parking in a handicapped parking space from \$250 to \$500. The resulting draft ordinance was discussed by the Council at the May 5, 2025 Council Meeting.

The Council approved the introduction and first reading of this ordinance at the July 21, 2025 Council Meeting.

Please see the attachment to view the proposed ordinance.

Next Steps:

The ordinance will go into effect 20 days after adoption.

Fiscal Impact:

Increase in collected fines for violations.

City Administrator Comments:

Recommends Support.

Community Engagement:

The new fine will take effect 20 days after the adoption of the ordinance. The City will provide notice of the increased fee via communication channels, including the legally required public posting of all new ordinances.

Strategic Goals:

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

**CITY OF HYATTSVILLE
ORDINANCE 2025-02**

**An Ordinance whereby the City Council Amends the City Code
to Increase the Fine for Parking Unlawfully in a Handicapped
Parking Space.**

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

WHEREAS, Section C3-1 of the City Charter states that the Council has the power to pass all such ordinances not contrary to the Constitution and laws of the State of Maryland as it may deem necessary for the good government of the City, for the protection and preservation of the City’s property, rights, and privileges, for the preservation of peace and good order, for securing persons and property from violence, danger or destruction, and for the protection and promotion of the health, safety, comfort, convenience, welfare, and happiness of the residents of and visitors in the City; and

WHEREAS, the Mayor and Council, have determined that it is in the public interest to increase the fine for violations associated with parking unlawfully in designated handicapped spaces.

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Hyattsville in regular session assembled that Chapter 114 of the City Code be amended as follows:

Chapter 114 Vehicles and Traffic

Article I General Provisions

Article II Traffic Regulations

Article III Stopping, Standing and Parking

Article IV Residential Permit Zones

Article V Trucks and Commercial Vehicles

Article VI Metered Parking

Article VII Miscellaneous Provisions

Article VII Penalty Provisions; Impoundment

* * *

Article VII Miscellaneous Provisions

§ 114-70 Storage or service of vehicles upon streets or public spaces prohibited.

§ 114-71 Riding on portions of vehicles not designed for passengers restricted.

§ 114-72 Handicapped parking regulations; penalty.

§ 114-72.1 Parking on unpaved or unprepared surfaces.

* * *

§ 114-72 Handicapped parking regulations; penalty.

A. No person shall stand or park a vehicle in any parking space on public or private property designated as parking reserved for the physically handicapped with the proper signs or markings posted in conformance with the sign standards in the Maryland Manual, unless said vehicle displays a special registration plate or permit issued by the State of Maryland or Prince George's County with a "handicapped" or other appropriate designation.

B. **The fine for v**Violations of this subsection 114-72 shall be ~~punishable as misdemeanors, and the fine for each violation shall be \$250~~ **500**.

C. Nothing in this subsection is meant to relieve persons with proper signs re handicaps from paying the fees unless they can demonstrate the inaccessibility of the meter for payment.

* * *

AND BE IT FURTHER ORDAINED that if any provision of this Ordinance or the application thereof to any person or circumstance is held invalid for any reason, such invalidity shall not affect the other provisions or any other applications of the Ordinance which can be given effect without the invalid provision or applications, and to this end, all the provisions of this Ordinance are hereby declared to be severable;

AND BE IT FURTHER ORDAINED that this Ordinance shall take effect on _____, 2025;

AND BE IT FURTHER ORDAINED that a fair summary of this ordinance shall forthwith be published twice in a newspaper having general circulation in the City and otherwise be made available to the public.

INTRODUCED by the City Council of the City of Hyattsville, Maryland, at a regular public meeting on _____, 2025.

ADOPTED by the City Council of the City of Hyattsville, Maryland, at a regular public meeting on _____, 2025.

Adopted: _____.

Attest: _____
Nate Groenendyk, City Clerk

Robert S. Croslin, Mayor

[] indicate deletions

Underline/CAPS/**BOLD** indicate additions

Asterisks * * * Indicate matter retained in existing law but omitted herein.

1 4916-2205-3949, v. 2

City Council
August 4, 2025

Submitted by: Dealon Lacroix

Submitting Department: Department of Public Works

Agenda Section: Consent Items

Item Title:

Contract Award - Stormwater Management Unit Maintenance

Suggested Action:

I move that the Mayor and Council authorize the City Administrator to enter into a contract with Environmental Quality Resources, LLC for maintenance of the City's existing stormwater management units. The contract will be for one year with four optional renewal years, for an amount not to exceed \$75,000 per year.

Legal Review Required?

Pending

Summary Background:

In April 2025, City staff solicited an RFP for Stormwater Management Unit Maintenance. The City received three (3) proposals; staff evaluated the proposals and selected Environmental Quality Resources, LLC as the most responsive and responsible choice to be awarded the contract.

The contractor will perform routine maintenance six (6) times per year on each of thirteen (13) stormwater management systems located throughout the City. These systems include rain gardens, bio-swales, bioretention cells, and submerged gravel wetlands, which are critical for managing stormwater runoff, reducing flooding, and ensuring compliance with Maryland Department of the Environment (MDE) regulations.

Next Steps:

Upon Council approval, staff will negotiate and execute contract. Issue purchase order.

Fiscal Impact:

NTE \$75,000 per year from the DPW Operating Budget

City Administrator Comments:

Recommend Approval

Community Engagement:

N/A

Strategic Goals:

Goal 3 – Promote a Safe and Vibrant Community

PROPOSAL DOCUMENTS

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

CONTRACTOR INFORMATION

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

Firm Name	Environmental Quality Resources, L.L.C.
Address	2391 Brandermill Blvd., Suite 301
City, State, Zip	Gambrills, MD 21054
Contact Person	Gary Hall, Estimator
Phone Number	301-708-9519
Email Address	ghall@eqrllc.com

PROPOSAL FORM PRICE AUTHORIZATION

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

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

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

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

Name of Contractor Environmental Quality Resources, L.L.C.

Authorized Signature 

Name and Title of Signatory Liam O'Meara, President

Date 06/03/2025

Type of Organization (circle One): Corporation Partnership Proprietorship

SEAL:

(If corporation)



ADDENDUM NO. 1
TO THE REQUEST FOR PROPOSALS (RFP)
FOR Stormwater Management Unit Maintenance
FOR THE CITY OF HYATTSVILLE, MARYLAND
RFP #DPW25-006

May 28, 2025

The City of Hyattsville, Maryland, hereafter the "City", is issuing this Addendum #1 on May 28, 2025, to amend and clarify information and specifications included in RFP # DPW25-006 **Addendum #1 answers questions submitted and provides a copy of the sign-in sheet from the mandatory pre-proposal meeting. Addendum #1 does not change the due date of the proposals or the opening of the proposals received.** There are no other changes to the RFP. This addendum is incorporated into RFP #DPW25-006 and any associated contract documents as if fully set out in the original RFP. **The proposer must acknowledge the receipt of Addendum #1 by signing this addendum where indicated and including this addendum as part of your proposal package.**

The following questions have been received:

1. At the Melrose Park Trail - Rain Garden/Conservation Landscape is the "meadow area" at the top of the hill by Crittenden St included at this site? If so, what specific maintenance would be required there?
A: No. The meadow area located at the top of the hill near Crittenden Street is not included in the scope of this contract. Maintenance of this area will be performed in-house by City staff.
2. On page 8 the SAMPLE SCOPE OF WORK PROPOSAL RATE SHEET; Is this a sample of a rate sheet that we must provide with the proposal or is this the actual rate sheet that we must fill out as part of the proposal?
A: The rate sheet provided in the RFP is the required format and must be completed and submitted as part of the proposal package.
3. Is the expectation of the City of Hyattsville that services are to be billed out after each service has been completed or on a monthly schedule?
A: The City expects invoices to be submitted after each service is completed.

4. Since the sites were last maintained in April (when the Annual Mulch Replacement service took place) and the contract is scheduled to be awarded in July - Does this mean the proposal will be for 3 Routine BMP Maintenance services for the remainder of 2025 - 1 July, 2 August/Sept, and 3 Oct/Nov and for 2026 1 Annual Mulch Replacement and 3 Routine services(April, May, June July)?

A: Yes. The contract period will begin upon execution and issuance of a Purchase Order (PO), and will last for 365 days.

For 2025: The City anticipates three (3) Routine BMP Maintenance visits: one each in July, late summer (Aug/Sept), and fall (Oct/Nov).

For 2026: The City expects one (1) Annual Mulch Replacement (typically in April) and three (3) Routine Maintenance visits (e.g., April, May, June).

5. Are the BMPs being maintained this May and June?

A: Yes. The City will ensure that the BMP sites receive maintenance service in June 2025 prior to the beginning of the new contract term.

6. Will the City please provide as-builts for each of the stormwater facilities?

A: The City will provide available design plans and specifications for each facility upon award of the contract, if available. These documents will support inspection and maintenance planning. Note that not all facilities have drawings available.

7. Please specify the type of soil(s), rip rap and other materials that may be required to repair erosion >10 sq yds.

A: Repairs involving erosion greater than 10 square yards will be handled under separate Work Orders.

Riprap must be replaced in kind and cleaned of any sediments prior to installation.

Soil used should be a standard bio-retention soil mix, unless otherwise specified in the site design documents.

The City will specify any unique materials or installation procedures at the time of each Work Order.

8. How would the City like the Contractor to bind the 4 proposal copies?

A: The City will accept proposals that are stapled, hole-punched, or submitted in a folder or binder. Proposers may use any standard method to secure their documents, provided the proposal remains organized and intact.

9. The solicitation documents did not mention whether herbicides are approved to use at the sites. Please let me know.

A: Only organic herbicides are permitted for use on any stormwater sites covered under this contract. Prior to application, all proposed herbicides must be submitted to and approved by the City.

10. Will this contract be awarded strictly based on low bid, or will contractor qualifications and certifications also factor into the selection process?

A: The contract will be awarded using a best value approach, considering multiple evaluation factors:

- Proposed price
- Contractor's history of performance on similar scope projects, especially with the City of Hyattsville
- Availability and sufficiency of equipment and personnel to meet project demands
- Relevant qualifications and certifications of personnel

11. I also wanted to ask if you had drawings of each facility.

A: Some stormwater facilities have drawings or design documents on file. Others do not. The City will share all available documents with the selected contractor upon award.

END OF ADDENDUM #1

Ron Brooks
City of Hyattsville, Director of Finance

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

Company Environmental Quality Resources, L.L.C.

Signature *Jary Hall* Date 06/06/2025

SCOPE OF WORK PROPOSAL RATE SHEET

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

Service Description	Unit	Rate per Visit	Annual Total (6 Visits)
Routine BMP Maintenance (Rain Gardens, Bioswales, Bioretention Areas, etc.)	Per 13 Locations	\$10,500.00	\$10,500.00 x 6 = \$63,000.00
Annual Mulch Replacement (April/May)	Per 13 Locations	\$6,650.00	Included in Visit 1
Major Erosion Repair (>10 sq yd)	Per Sq Yd	\$230.00	Billed as needed



ENVIRONMENTAL QUALITY RESOURCES, LLC

2391 Brandermill Blvd, Suite 301, Gambrills, MD 21054
Phone: 410-923-8680

EQR was founded in 1991 as an environmental construction and landscaping company, specializing in stream restoration and reforestation. Following its inception, EQR has expanded its services to include: freshwater and tidal wetland creation and mitigation; shoreline stabilization and tidal marsh restoration; low impact development best management practices; and stormwater management facility construction, retrofit and maintenance.

The company's headquarters is located in Gambrills, Maryland, with a satellite office in Richmond, Virginia.

Working in demanding environments for more than 30 years has given EQR unmatched experience in successful completion of ecological projects. EQR has performed over 100 miles of stream restoration, often in sensitive watersheds and habitats. EQR has also created or restored over 1,400 acres of wetlands. In addition, EQR has completed shoreline work along both the Eastern and Western Shores of the Chesapeake Bay, from Pennsylvania to Chesapeake Virginia, including the dynamic tidal zones of upstream tributaries. Since 1997, EQR has been building bioretention facilities and working on low-impact-development projects. Under on-call contracts with local governments since 1994, EQR has converted and/or retrofitted outdated stormwater BMPs into facilities that promote improved water quality and help meet various permit (e.g., MS4, NPDES) requirements.

Since its founding, EQR has accomplished a wide variety of ecological services projects valued at more than \$525,000,000.

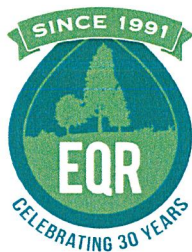
EQR self-performs most of its work, giving it an excellent understanding of all aspects of environmental services projects, including regulatory and permit requirements, industry design standards and norms, erosion and sediment control regulations, site excavation and grading, construction of various types of hardened and natural structures, stream/floodplain connection, habitat creation for biological uplift, and installation of native plants to restore sensitive communities. EQR has approximately 195 employees, making up and supporting 17 heavy construction, 1 LID, 6 landscaping/NNI and 10 maintenance crews. Those individuals provide the ability to properly resource projects, including rapid and emergency response, and maintain project schedules.

In addition to offering comprehensive ecological construction services, EQR has an Ecological Services Division specializing in site stabilization, habitat restoration and management of sensitive ecosystems. Working in close coordination with the Construction Division prevents delays in restoration and promotes vigorous re-establishment of ecological function. Ecological Services projects include planting, final soil stabilization, and managing native and non-native species in a variety of settings. EQR's maintenance programs, integrated pest management strategies and invasive species control procedures ensure the recovery of disturbed systems.

As project owners turned to design-build and full delivery restoration projects, EQR was fully prepared to manage the transition to such work and deliver successful projects. EQR's experience with initiating and participating in value engineering proposals as well as close coordination with project owners and designers to refine project plans and seek cost-effective solutions throughout its decades of construction work proved invaluable. EQR's well developed estimating processes, project management systems and seasoned management personnel readily adapted to the design-build context. EQR understands the multitude of steps necessary to bring a design/build or full delivery project to fruition, including early, coordinated involvement of all project stakeholders. We are also aware of the vital importance of preparing an overall project schedule and meeting milestone dates during the design, permitting and construction phases. In the past five years, EQR has completed, as either a prime contractor or subcontractor, more than \$26 million in design-build and full delivery projects.

EQR's experience extends to projects in suburban and urban areas of Virginia, Maryland, the District of Columbia, and other jurisdictions in the U.S., to help address water quality and volume issues. EQR has worked with the counties of Fairfax, Arlington, Henrico, Prince George's, Prince William, Montgomery, Baltimore and Howard, as well as the cities of Alexandria, Arlington, Leesburg, Lynchburg, Norfolk, Vienna, Washington, DC, Baltimore, Gaithersburg and Rockville. EQR has also performed projects for VDOT, MDOT, MNCPPC and various private sector organizations. Crews are accustomed to working in both rural and highly developed residential and urban areas with constrained work sites.

Many of EQR's projects are located within environmentally sensitive areas or are performed under adverse site conditions. Completing those projects with minimal harm to the environment requires technical expertise, regulatory awareness, and environmental sensitivity. At EQR, environmental restoration isn't just our business, it is our passion.



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SWM Facility & Plant Maintenance Experience

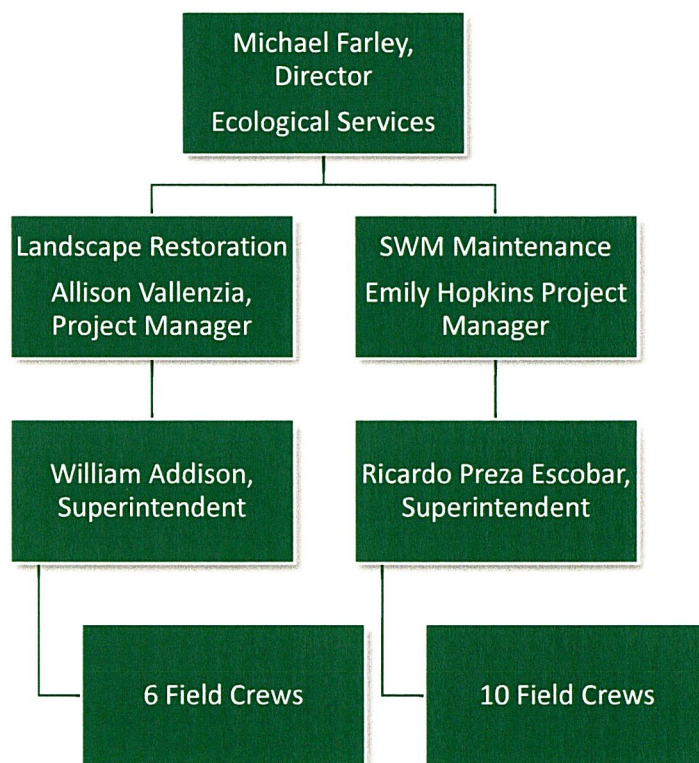
EQR will supply all necessary Crews and Equipment necessary for the performance and completion of work required on this contract. Please see below the resources, staff and equipment we can provide.

SWM Facility & Plant Maintenance Experience

Please see the attached projects sheets.

Ecological Services Division Staffing

- EQR Staffing Chart & Director's Resume are attached
- EQR Equipment List is Attached



Fertilizer & Pesticide Applicator Business Licenses

Please see the attached Fertilizer & Pesticide Applicator Business Licenses



Michael Farley (Environmental Scientist)

Director of Ecological Services

Education

University of Maryland

College Park, Maryland

B.S. Natural Resources Management, Land and Water Resources, 1992

Years of Experience Overall: 28

Years of Experience at EQR: 28

Professional Associations & Certificates

- Maryland Department of Agriculture
Certified Pesticide Applicator in Categories:
2, 5 & 6 – Forest, Aquatic and Right of
Way/Weed

Overview

After 22 years of rising through positions of increasing responsibility at EQR, Mr. Farley was promoted to the position of Director of Ecological Services. He is responsible for managing the Natural Resources and Stormwater Maintenance sub-departments, which accomplish approximately \$4,500,000 in project value annually. His department undertakes stormwater maintenance and repair, landscape installation and maintenance, non-native invasive species control and LID projects. Mr. Farley oversees pricing for the work of his department, manages contracts and maintains good communication with project owners. Mr. Farley has managed several large scale, long term, IDIQ contracts with Baltimore County Department of Environmental Protection and Sustainability, Baltimore County Department of Public Works, the City of Rockville, Montgomery County and Fairfax County. Many of those contracts have been renewed through all option years and successor contracts awarded due to the proven dependability and quality workmanship of Mr. Farley and his teams.

Mr. Farley has 22 years of construction experience spanning both field and management positions. In 1993, Mr. Farley joined the EQR team as a laborer. He gained a broad experience base performing maintenance on and installing early stormwater management Best Management Practices (BMP). Over the years he has seen these early systems and facilities replaced with newer technologies and practices, giving him a unique perspective on the BMP processes. Those experiences have given him a strong technical background for ecological restoration and environmental construction projects.

Mr. Farley recognizes the operational challenges faced by counties and cities and works with them to ensure projects are completed on time and remain within budget. Mr. Farley has worked closely with regulatory staff and contract management personnel at all levels. He has served as a liaison between project owners and EQR project managers to ensure clients were satisfied with all aspects of a project. As Director, Mr. Farley continues to build and maintain his relationships with clients in local area jurisdictions. His long tenure with EQR, combined with his technical knowledge, makes Mr. Farley a pivotal figure in building EQR's reputation as one of the leading environmental construction companies on the east coast.

Example Project Experience

Fairfax County, Virginia, Stormwater Management, Maintenance, and Reporting Services (2019 – present) Since award of the contract in October 2019, Mr. Farley has served as the Project Manager, managing work orders for over 500 facilities to address routine and non-routine maintenance activities for bioretention facilities, vegetated swales and tree filter boxes (Filterrras and others). Seasonally appropriate maintenance activities occur year around. Mr. Farley oversees the reporting and documentation using a database system that creates real time reports on the status of maintenance for each facility, including photo-documentation. Entirely paperless, the program provides for non-routine maintenance items proposed by EQR and also for non-routine maintenance requests from the County.

Montgomery County, Repair and Maintenance of Aboveground Stormwater Management Facilities (2012 – present) Since 2012, Mr. Farley has served as the Project Manager the multiple contracts awarded to EQR. Mr. Farley managed the growth of the original task orders to include more technically complex projects. The initial tasks were for trash and debris clean-ups, mowing and routine activities. Scope includes riser/control structure repairs, sediment removal from channels requiring bypass pumping, media removal and replacement from bioretention facilities, green infrastructure and LID maintenance, tree Inspections, stream restoration maintenance and large pond dredge projects.

Baltimore County, Environmental Restoration, Unit Price On-Call Design Build B-437 (2011 – 2016) Work under this contract included stream restoration; shoreline repair and restoration; planting of riparian buffers, wetlands, and streambanks; non-native invasive species control in a variety of habitats including stream buffers, wetlands and stormwater management facilities. Working as part of a team of design engineers and county technical experts, Mr. Farley provided constructability reviews for environmental projects ranging in size from \$20,000 to \$500,000. Mr. Farley worked with a team of estimators to submit construction estimates for these projects, managed subcontractors, and prepared required documents for monthly pay applications.

Other contract experience includes:

Baltimore County, Stormwater Facility Maintenance, Unit Price On-Call B-470 (2012 – 2017) –

City of Baltimore Urgent Needs Environmental Restoration On-Call ER-4017

Work Experience

Environmental Quality Resources, LLC

Millersville, MD

Director of Ecological Services	2015 - Present
Sales Manager	2007 - 2015
Site Supervisor	1999 - 2007
Layout Foreman	1994 – 1999
Laborer	1993 - 1994



Repair and Maintenance of Aboveground Stormwater Management Facilities

Contract No.s 1038748, 1131333

Project Description/Narrative

In 2012, Montgomery County Department of Environmental Protection (DEP) awarded to EQR an IDIQ contract for the maintenance and repair of DEP-managed stormwater management facilities throughout the County. After the original 5-year contract renewal terms were concluded, DEP elected to extend EQR's contract for an additional year. In 2019, EQR once again won the contract for Routine Maintenance, Cleaning, and Repair of Existing Aboveground Stormwater Management Facilities. EQR's third and current contract for this work began in February 2023, marking more than a decade of service to the County.

Scope includes the maintenance and repairs of the County's stormwater management facilities, raingardens, bioretention facilities, bio-swales, sand filters, high flow media systems, and other above-ground LID/ESD projects, as directed by an annual maintenance schedule, run through individual work orders. EQR receives approximately 1,000+ work orders per year for the repair and maintenance of such facilities. Additionally, EQR works closely with the County to manage work groups and activities to minimize project costs and to maximize construction efficiency.

EQR developed a custom database for managing the work volume and ensuring tasks are timely completed.

EQR manages up to 8 individual maintenance crews to meet the demands of the County's maintenance program, all of whom are coordinated through EQR's Ecological Services division.



Owner

Montgomery County, Maryland
Department of Environmental
Protection

Project Location

Various sites in Montgomery County

Project Type

Routine Maintenance and As-Needed
Repair of Countywide Stormwater
Management Facilities

Contact Dates (Original)

4/16/2012 – 4/16/2019
IFB #1006439

Contact Dates (2019 Rebid)

3/19/2019 – 2/25/2023
IFB #1073733

Contact Dates (2022 Rebid)

2/1/2023 – Present
IFB 11313333

Contract Value (2019 Contract)

\$8,100,000 (representing +6,000 work
orders)

Contract Value (2023 Contract)

\$3,044,257.61 (through January 2024,
representing 859 work orders)

EQR Project Manager

Mike Farley
410-923-8680
mfarley@eqrllc.com

Project Owner Representative

Ronald P. Milberg, Program Manager
Stormwater Facility Maintenance
Program
240-777-7705
Ronald.Milberg@montgomerycountymd.gov
255 Rockville Pike, Suite 120





Stormwater Management, Maintenance and Reporting Services (MSMD)

Contract No. 4400009463

Project Description

In 2019, Fairfax County, Virginia, awarded this multi-option year, IDIQ contract for Routine and Non-Routine Stormwater Infrastructure Maintenance and Vegetation Management to EQR. The County has exercised all options to date.

Master scope includes: maintenance of bioretention facilities, vegetated swales and treebox filters; erosion and sediment control; site maintenance (e.g., mowing, trimming, bushhogging, trash removal, weeding, perennial care, pruning, underdrain flushing, tree removal, transplanting); soil testing; minor repair (e.g., signs, dome grates, cleanouts sediment removal); planting and seeding and related preparation (e.g., woody and herbaceous plants (including aquatic species), wetland and upland seed mixes, soil supplements, mulching, tree protection, green roofs); animal browse deterrent; mechanical plant removal; herbicide treatment.

Challenges Resolved

EQR is responsible for planning, inspecting and executing routine maintenance of 800 County SWM facilities. EQR also performs County directed non-routine work. In addition, EQR brings deficiency issues to the County's attention and provides cost-effective proposed solutions. EQR has, for example, discovered and remedied safety issues presented by highly eroded, steep banks at a school.

EQR's crews bring excellent plant identification skills and in-depth knowledge of the functions and maintenance of many SWM facility types to properly perform the myriad tasks.

To manage the extensive routine and non-routine work of varying levels of priority (including high and emergency), EQR developed a smartsheet shared with the Owner to properly track, execute, invoice and close out task orders. To January 2025, 9,234 tasks have been completed to the County's satisfaction.



Owner

Fairfax County, Virginia

Project Location

Fairfax County, Virginia

Project Type

SWM Maintenance, Landscaping,
Non-Native Invasive Control

Contract Value at Award

Funded by Task Order

Final Contract Value

(TO Billed Value to January 2025):
\$6,627,333.48

Project Start Date

November 27, 2019

Project End Date

Current Option: April 2025

EQR Project No.

Various

EQR Project Manager

Emily Schindler

EQR Superintendent

Taylor Brann

Project Owner Representative

Chris Meoli, P.E.
Public Maintenance Section Chief,
Stormwater Facilities Branch, MSMD
10635 West Drive
Fairfax, Virginia 22030
(703) 877-2863
Christopher.Meoli@fairfaxcounty.gov

ENVIRONMENTAL QUALITY RESOURCES, LLC

1 Churchview Road, Millersville, MD 21108 | www.eqrllc.com

Tel. 410-923-8680 | Fax 410-923-8683 | contact@eqrllc.com

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Task Orders

Examples of non-routine scope include:

Government Center Ellipse: Creation of planting bed adjacent to Government Center Ellipse walkway, including soil amendment for stability, 3,744 Perennials, 14 two-inch caliber trees, 24 one-inch caliber trees and 11 twenty-four-inch shrubs.

Greentree Deer Deterrent: Installation of 140 welded wire tree cages.

Indian Run: Installation of 160 live stakes to supplement stream plantings.

Old Courthouse Spring Branch: Non-native invasive plant species control and planting (200 ¾" cal. Trees).

Bull Run Planting and NNI: Cut stump and foliar herbicide treatment, planting of 3 two inch caliber trees.

Luthor Jackson Middle School NNI and Planting: tree removal, herbicide treatment, planting of 30 two inch and 9 one inch caliber trees and 63 twenty-four inch shrubs, and animal fence maintenance.

Scott's Run at Windy Hill: Planting of landscape quality trees and shrubs (including dogwood, oak, holly, inkberry and spicebush) at several private residences.

Tyvale Court: Stream restoration plantings to add diversity.

Herrity Building Fountain Facility: Mowing services.

Dead Run Riparian Buffer: Planting of 7 three-quarter inch caliber trees with tree protection.



1 Churchview Road, Millersville, MD 21108 | www.eqrllc.com
Tel. 410-923-8680 | Fax 410-923-8683 | contact@eqrllc.com



Green Infrastructure at Mount Olivet Cemetery

Project Background

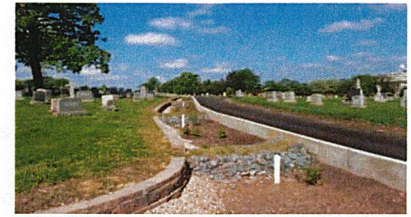
District Stormwater, LLC selected Environmental Quality Resources, LLC (EQR) for the design-build Mount Olivet Cemetery SWM/LID Project. The project included the design and installation of more than 16,000 square feet of bio-retention in seven separate areas of the 80-acre cemetery, which had 10 acres of untreated impervious surface. EQR engaged Tetra Tech for the final design of the project, expanded from the concepts developed by the Anacostia Watershed Society.

This project, at the Catholic Church's Mount Olivet Cemetery in Washington, DC, was especially high profile as a flagship project for the Church's initiative to green its properties around the country, and ultimately produce stormwater credits for use by the Church. As a historic cemetery, the site was also extremely sensitive. Space in the cemetery was very limited, with graves located directly adjacent to work areas. Therefore, the EQR team proposed removing some existing cemetery roads and converting others to one-way traffic patterns to create space for the bioretention facilities.

Work Scopes

The Mount Olivet Cemetery SWM/LID Project consisted of the following key work scopes:

(1) 3,738 SF of retaining wall; (2) 665 CY bioretention media; (3) 2,085 CY of excavation; (4) 777 tons of bioretention stone fill; (5) 74 CY of bioretention mulch; (6) 1,036 LF of concrete curb; (7) 2,670 SY of asphalt demolition; (8) 9,039 landscape plugs; (9) 215 landscape shrubs.



Owner

District Stormwater, LLC

Start Date

March 29, 2017

Completion Date (Contract)

December 5, 2017

Completion Date (Actual)

December 5, 2017

Contract Value (Original)

\$578,133.00

Change Order Value

\$90,133.00

Contract Value (Final)

\$668,266.00

EQR Project Manager

Dylan Constable

EQR Superintendent

Mike Kimble

Project Owner Representative

Kahlil Kettering

240-630-7045

Kahlil.kettering@tnc.org

425 Barlow Place, Suite 100

Bethesda, MD 20814

Project Engineer

Russ Dudley, P.E.

Tetra Tech

646-576-4026

Russ.Dudley@tetratech.com

5 Hanover Square, Suite 502

New York, New York 10004

Challenges Resolved

Throughout the project development phase, the team worked through many unanticipated site obstacles, while being mindful of meeting budgetary requirements. Infiltration testing during the design phase revealed that the soils on site had very low infiltration rates, which required additional storm water storage volume on site to maximize credit yield. To create this storage volume, the ponding depth of the bioretention facilities was increased and cast-in-place concrete retaining walls were added to support the increased facility depth. In addition, the existing sheet flow on site had to be captured and directed to the bioretention facilities within the very restricted limits of disturbance. EQR installed new cast-in-place concrete curbs and performed light grading to achieve those goals.

Special Accomplishments

Despite the design constraints, EQR was able to work with Tetra Tech to deliver an aesthetically and functionally successful project. The completed project provides up to 133,500 gallons of storm water retention volume and generates all of the planned storm water retention (SRC) credits for the Catholic Church and Mount Olivet Cemetery.

Throughout the design and construction of the project, the EQR team was in regular communication with District Stormwater and Mount Olivet Cemetery staff and were responsive to all stakeholder requests. EQR worked to ensure a complementary relationship between the cemetery features and the appearance of the BMP's.

During construction, crews were respectful of the cultural, historical and personal significance of the cemetery. EQR worked carefully to ensure that all activities were carried out diligently, including the use of Ground Penetrating Radar (GRP) to confirm that there were no unexpected artifacts under the roads before impervious surface removal. The team thoroughly considered and respected the requests of the cemetery, including accommodation of visitors during project construction, and worked to ensure complete satisfaction with the manner in which construction was conducted. EQR also conducted a post construction training event for the benefit of cemetery staff to convey how the bioretention cells functioned and explain the maintenance needed. A complete O&M manual, including identification guides for plant material, was prepared for the cemetery staff.



Subcontractors

TetraTech

Service: Design

Value: \$119,180.00

Timmons Group

Service: Survey

Value: \$17,200.00

Segmental Wall Specialists, Inc.

Service: Concrete Block Retaining Wall

Value: \$80,583.02

L.A. Howard Construction Co, Inc.

Service: Cast-In-Place Concrete

Value: \$80,000.00

Bryan's Paving, LLC.

Service: Asphalt Paving

Value: \$49,466.00

City Council
August 4, 2025

Submitted by: Dealon Lacroix

Submitting Department: Department of Public Works

Agenda Section: Consent Items

Item Title:

FY26 Expenditure - Big Belly

Suggested Action:

I move that the Mayor and Council authorize an expenditure in an amount not to exceed \$80,000 to Big Belly Solar for the FY26 service agreement.

Legal Review Required?

N/A

Summary Background:

In the fall of 2016, Council authorized a five (5) year contract with Big Belly Solar for the installation of solar-powered trash and recycling compacting containers. In spring of 2018, Council approved an expansion of the system in response to its successful implementation. In 2021, Council authorized a contract amendment to extend the service through November 2026 and consolidate all prior agreements into a single, streamlined contract covering all of Big Belly's containers citywide.

Currently, the City operates 87 Big Belly trash and recycling units across 47 locations. These smart containers are equipped with real-time fill-level sensors and wireless connectivity, enabling Public Works staff to remotely monitor status and only service containers when they are full. This technology has transformed collection operations and significantly improved efficiency by:

- Reducing unnecessary collection trips: Prior to Big Belly, our trash containers were checked five days a week, totaling over 12,200 trips annually. With smart monitoring, collection has been reduced to twice-weekly, bringing annual trips down to approximately 4,888—a reduction of more than 7,300 trips (staff time) per year.
- Saving staff time: This reduction equates to approximately 978 hours of staff time saved annually, based on an average of 8 minutes per trip.
- Lowering labor costs: At an hourly rate of \$25, this translates to an estimated \$24,450 in labor cost savings per year.
- Reducing fuel and vehicle wear: With an estimated \$2.50 saved per trip in fuel and maintenance, the City saves approximately \$18,330 per year in operating costs
- Advertising and Outreach: The staff has benefited by using the big belly receptacles for a wider reach for public messaging, informational campaigns, and important citywide updates.

In total, the Big Belly system yields an estimated \$42,780 in annual operational savings, while also supporting the City's goals for cleaner public spaces, greater efficiency, and sustainability.

As this is the final year of the current contract, the City will begin identifying and evaluating other vendors that offer similar solar compacting trash and recycling services to ensure continued operational efficiency and cost-effectiveness through competitive pricing.

Next Steps:

Issue purchase order for FY26.

Fiscal Impact:

NTE \$80,000

City Administrator Comments:

Recommend Approval

Community Engagement:

N/A

Strategic Goals:

Goal 3 – Promote a Safe and Vibrant Community



Executive Summary Proposal

CITY OF HYATTSVILLE MD

Program Overview

Connect SX is Bigbelly's turnkey smart city solution which delivers a connected smart waste and recycling platform and provides Customers with a partner to help deploy, manage, and optimize their customized solution over a 60 & 41-month term. This subscription-based service was designed to deliver a flexible, scalable, smart platform that transforms waste operations today, and enables Customers to benefit from the technology innovations of the future.

Connect SX 60 & 41 Month Renewal Term

System Software - CLEAN Management Console Licenses for Full Term - CLEAN Mobile Software Licenses for Full Term	Automated System Monitoring Automated System Diagnostics and Alerts
Equipment/Hardware Custom Configuration as Detailed Below	Deployment Review & Inspection - Annual Deployment Review of Alerts and Issues - Annual Review of Customer Conducted Inspection
Customer Support Customer Support Hotline and Trained Field Service Professionals	Warranty - Hardware Parts Warranty for Full Term - Expanded Warranty Coverage for Battery End-of-Life Replacement and Network Communication Upgrades for Full Term
Equipment/Hardware Configuration Existing 16 HC5/HC5 Double Stations with Message Panels Connect Renewal Start date: 11/18/2021 Connect Renewal End date: 11/17/2026	Monthly Pricing \$2,544.48
- Existing 2 HC5/HC5 Double Stations with Message Panels and Lift Bins - Existing 4 HC5/SC5 Double Stations with Message Panels and Lift Bins - Existing 19 SC5/SC5 Double Stations with Message Panels and Lift Bins - Existing 32 Lift Bins for Original 16 HC5/HC5 Double Stations Connect Renewal Start date: 6/29/2023 Connect Renewal End date: 11/28/2026	Monthly Pricing \$2,745.28

Monthly Pricing Above Includes

Refurbishment of Side Skins with Message Panels, Solar Bubbles, and Hopper Liners for Existing 18 HC5/HC5 Double Stations, 4 HC5/SC5 Double Stations, and 19 SC5/SC5 Double Stations

¹Pricing is valid for 60 days from April 7, 2021.

²Sales Tax is NOT included in above pricing.

³Pricing is subject to Connect Program Terms and Conditions.



Executive Summary Proposal

CITY OF HYATTSVILLE MD

Program Overview

Connect SX is Bigbelly's turnkey smart city solution which delivers a connected smart waste and recycling platform and provides Customers with a partner to help deploy, manage, and optimize their customized solution over a 60-month term. This subscription-based service was designed to deliver a flexible, scalable, smart platform that transforms waste operations today, and enables Customers to benefit from the technology innovations of the future.

Connect SX 60 Month Term	
System Software - CLEAN Management Console Licenses for Full Term - CLEAN Mobile Software Licenses for Full Term	Automated System Monitoring Automated System Diagnostics and Alerts
Equipment/Hardware Custom Configuration as Detailed Below	Deployment Review and Inspection - Annual Deployment Review of Alerts and Issues - Annual Review of Customer Conducted Inspection
Station Installation Support - Installation Training and Logistics Guidance - Access to Installation Guides	Warranty - Hardware Parts Warranty for Full Term - Expanded Warranty Coverage for Battery End-of-Life Replacement and Network Communication Upgrades for Full Term
Setup and Training - CLEAN Software Account Setup - System Training & Onboarding	Customer Support Customer Support Hotline and Trained Field Service Professionals
Equipment/Hardware Configuration	
8 SC5/SC5 Double Station with Message Panels	
Total Monthly System Cost	\$768.00

One Time Fees	
16 Boxes of SC Bags (Box of 100)	\$784.00
Shipping	\$4,730.00

¹Pricing is valid for 60 days from April 7, 2021.

²Sales Tax is NOT included in above pricing.

³Pricing is subject to Connect Program Terms and Conditions.

⁴Initial order of bags included in "One Time Fees". Please visit wastezerobags.com/bigbelly/ for future orders.

Efficiency & Cost Savings Summary

1. Weekly Collection Trips
 - Before Big Belly: $47 \text{ locations} \times 5 \text{ days} = 235 \text{ trips/week}$
 - After Big Belly: $47 \text{ locations} \times 2 \text{ days} = 94 \text{ trips/week}$
2. Annual Collection Trips
 - Before: $235 \times 52 = 12,220 \text{ trips/year}$
 - After: $94 \times 52 = 4,888 \text{ trips/year}$
 - Trips Saved: $12,220 - 4,888 = 7,332 \text{ trips/year}$
3. Time Saved
 - Assuming 8 minutes per trip:
 - $7,332 \text{ trips} \times 8 \text{ min} = 58,656 \text{ minutes/year}$
 - $58,656 \div 60 = \sim 978 \text{ hours saved/year}$
4. Labor Savings
 - $978 \text{ hours} \times \$25/\text{hour} = \$24,450/\text{year}$
5. Fuel & Vehicle Use Savings
 - Estimated at \$2.50 per trip:
 - $7,332 \text{ trips} \times \$2.50 = \$18,330/\text{year}$
6. Total Estimated Annual Savings
 - Labor: \$24,450
 - Fuel & Vehicle: \$18,330
 - Total: $\sim \$42,780/\text{year}$

City Council
August 4, 2025

Submitted by: Dealon Lacroix

Submitting Department: Department of Public Works

Agenda Section: Consent Items

Item Title:

Traffic Calming Decision: 5500-5600 Block of 42nd Avenue Traffic Petition

Suggested Action:

I move the Mayor and Council approve the request for the installation of traffic calming measures for the 5500-5600 block of 42nd Avenue and accept the staff recommendation to install a raised intersection at the intersection of 42nd Avenue and Kennedy Street.

Legal Review Required?

N/A

Summary Background:

At the July 21, 2025 Public Hearing, staff presented the result of a traffic calming petition evaluation for the 5500-5600 block of 42nd Avenue. After a professional analysis of the request, staff recommends the Council approve traffic calming measures and accept the staff recommendation to install a raised intersection at 42nd Avenue and Kennedy Street. Petitioners are amenable to staff's recommendation.

Next Steps:

Adopt the alternative staff recommendation and implement a raised intersection.

Fiscal Impact:

TBD - Staff estimates that the expenditure to install the raised intersection will be approximately \$30,000.

City Administrator Comments:

Recommend Approval

Community Engagement:

Public Hearing was conducted on July 21, 2025.

Strategic Goals:

Goal 3 – Promote a Safe and Vibrant Community



City of Hyattsville

Memo

To: Mayor and City Council

From: Taylor Robey, Transportation Manager

CC: Tracey Douglas, City Administrator; Lesley Riddle, Director of Public Works

Date: August 4, 2025

Re: 5500 and 5600 Block of 42nd Avenue Traffic Calming Petition Staff Recommendation
Traffic Petition PPT 20250721 v2;

Attachments: Multimodal-Toolkit_Speed Cushion Raised Crossing;
FHWA_Module 3_Toolbox of Individual Traffic Measures Part 2_Raised Intersections

The purpose of this memorandum is to summarize the staff recommendation for the Traffic Petition for the 5500 and 5600 block of 42nd Avenue.

Background and Public Hearing Summary

On July 21, 2024, staff presented the results of the petition evaluation, reviewed the staff recommendation, and heard public comments. Staff recommendation is shown below:

Petition	Staff Recommendation	Recommended Traffic Calming Measure
5500 and 5600 block of 42 nd Avenue	Approve the Installation of Traffic Calming	Raised Intersection

The petition evaluation indicated a need for traffic calming based on observed data and community comment. Petitioners specifically requested the installation of raised crosswalks at the intersection of 42nd Avenue and Kennedy Street. In response, staff assessed this request along with other available traffic calming measures.

Through this evaluation, staff determined that the request for traffic calming measures was warranted, but the request for raised crosswalks were not recommended due to existing roadway and intersection conditions as well as best practices for installation. Raised crosswalks are most effective at uncontrolled and/or midblock crossings, where vehicular traffic flow is not controlled by a traffic control device such as a stop sign or a traffic light.

Staff concluded that a raised intersection would be a better fit for this location based on intersection characteristics, observed volumes and speeds, and comments received by community members. Raised

intersections create a safe, slow-speed crossing at intersections. Similar to raised crosswalks and other vertical speed control elements, they reinforce slow speeds and encourage motorists to yield to pedestrians at the crosswalk.

Petitioners were amenable to the staff recommendation for a raised intersection. Petitioners also said they did not want flashing stop signs as part of the traffic calming recommendation. This was reiterated to staff by the petitioners after the public hearing.

During the public hearing, community members cited concerns about vehicles running stop signs and generally traveling at a high rate of speed. There were concerns about crossing the street safely and vehicles not stopping for pedestrians. There was discussion about the petition process, its limitations, and concerns about the data used to determine if speed and volume are problematic.

Next Steps

Implementation of raised intersection at the intersection of 42nd Avenue and Kennedy Street and appropriate signage indicating traffic calming. Street marking will be refreshed to include high visibility crosswalks, stop bars, and 30 feet of no parking at the approach of the intersection.

Staff is recommending the following motion:

"I move the Mayor and Council approve the request for the installation of traffic calming measures for the 5500-5600 block of 42nd Avenue and accept the staff recommendation to install a raised intersection at the intersection of 42nd Avenue and Kennedy Street."

Traffic Petition Public Hearing

July 21, 2025





Agenda

Part 1: Petition Evaluation Overview

.....

Part 2: Overview of Petition Location

.....

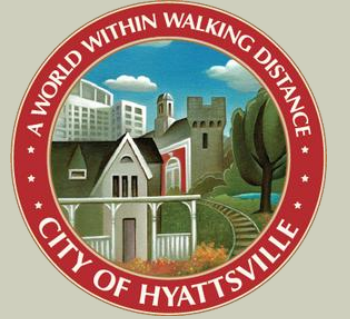
Part 3: Data Review

.....

Part 4: Recommendation

Evaluation Guidelines

.....



Per Hyattsville Charter and Code (§ 114-8):

Goal of evaluation is to “determine if a traffic calming device is in the interests of both best traffic engineering practice and public safety”

Factors Considered Include:

- Whether street has a speeding problem (further defined in next slide);
- Whether street carries a sufficient volume of non-residential traffic;
- Impact on public transportation, police, and fire apparatus, and adjacent neighborhoods; and
- Roadway characteristics and traffic calming best practices (Hyattsville Toolkit and DPW&T Neighborhood Traffic Program)

Determining a Speeding Problem

.....



Data are analyzed to identify a speeding problem such as:

- Resident complaints;
- Hyattsville Police accident and traffic violation statistics;
- Electronic traffic counts; and
- History of previous efforts to control speeding



LOCATION:

- 5500 and 5600 block of 42nd Avenue at the intersection of Kennedy Street
- On the edge of Wards 1 and 2





REASON FOR PETITION:

- Excessive speeding
- Reckless driving and failure to stop
- Specific concern due to pedestrians, young children, and pets in the area
- Proximity to three schools, a daycare, and a bus stop





REQUESTED ACTION:

- Raised crosswalks at the intersection of 42nd Avenue and Kennedy Street



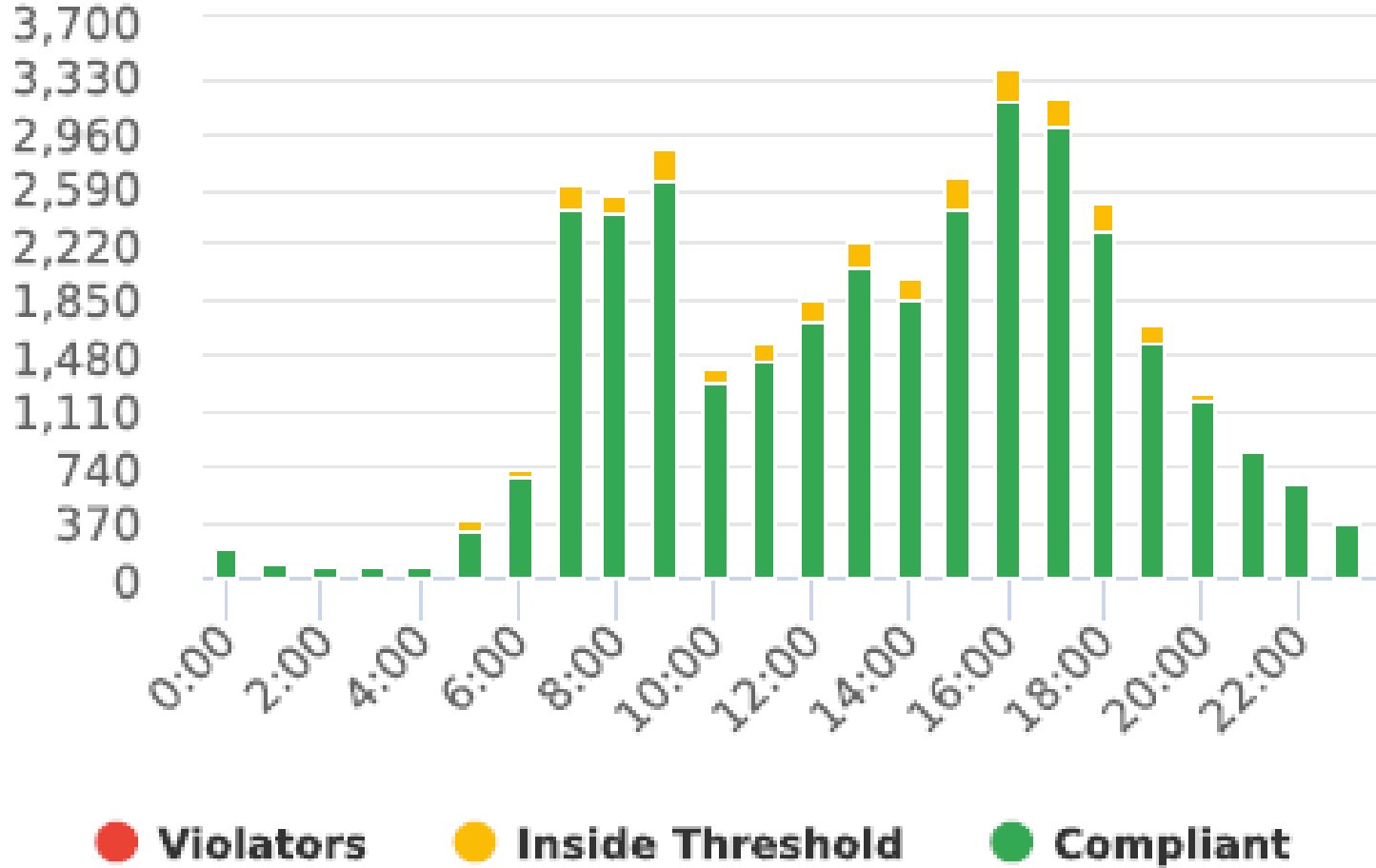


AVERAGE SPEED:
20.19 MPH

85TH PERCENTILE SPEED:
23.55 MPH

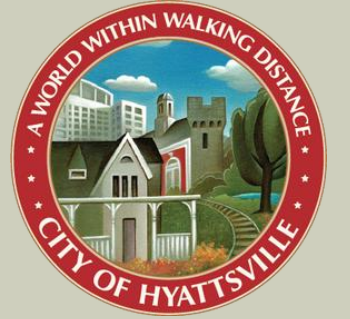
AVERAGE VOLUME:
2,938.9 VEHICLES PER DAY

HPD CALLS FOR SERVICE (2020-2025):
11 TRAFFIC RELATED CALLS



Staff Recommendation

.....



Recommend approval with modifications

- Insufficient speeding problem documented
- Higher than average volumes documented
- Roadway and intersection characteristics do not meet the installation criteria for a raised crosswalk
- Staff recommend a raised intersection for this location

Next Steps

.....



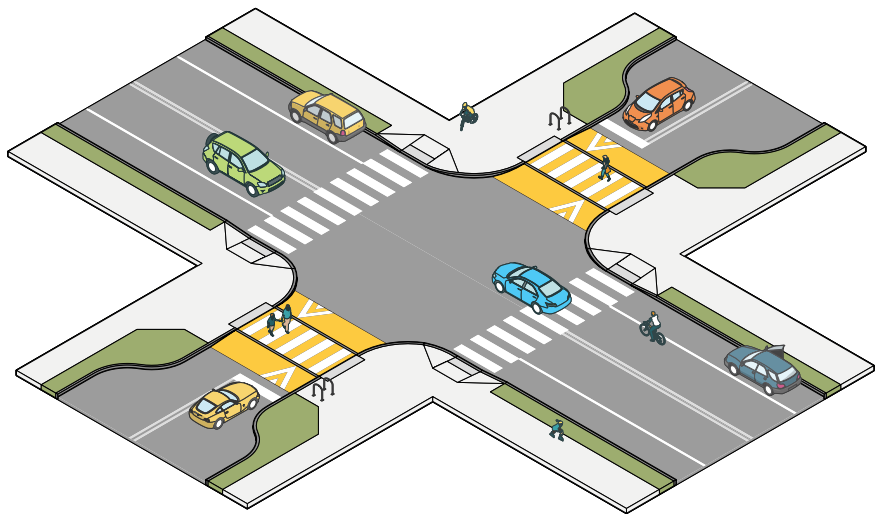
Staff recommendation will be brought before Council

- Mayor and City Council will announce decision to approve, approve with modifications, or deny the requested traffic calming device

Petitioner will be notified of the decision by the City Clerk

- Decision will be published in the Hyattsville City Council Meeting Minutes

Speed Cushion/Raised Crossing



Purpose

Effective and reliable at reducing motor vehicle traffic speed. Increases visibility of pedestrians and motorist yielding when deployed as a raised crossing increasing safety of crossing.

Description

A collection of vertical traffic control measures of varying size which generally consist of raised paved areas typically 3-4 inches high at their center and extending across the entire width of a street. Approaching motorists reduce speed to comfortably and safely navigate the raised pavement area which reinforces pedestrian-friendly speeds. Speed humps and cushions can be combined with a high-visibility crosswalk to create a raised crossing where the crosswalk is added to the top of a speed cushion, increasing visibility of pedestrians crossing the roadway.

Primary Modes



Estimated Cost



Timeline



Safety Benefits

- Reduces overall motor vehicle speeds.
- May reduce frequency and severity of crashes involving motor vehicles.

Applicable Street Types

- Collector
- Local

Other Location Guidance

- Typically used on streets with lower speeds and volumes.
- Inappropriate for use on sharp curves.
- With addition of raised crossing, often used at mid-block crossings, but may also be used at intersections or by raising entire intersection.

Design Guidance and Considerations

- Vehicle noise may increase, particularly on routes with regular truck traffic.
- Drainage must be considered.
- Emergency vehicle and transit routes should be considered and coordinated with operators to minimize impacts.
- In areas with frequent driveways, reduce the size of the speed cushion to avoid placing in front of a driveway. If not possible, another tool should be considered.
- Should be accompanied by a warning sign for drivers (MD MUTCD W17-1).
- Speed reduction is increased the closer speed cushions are placed together.

- Can be painted or paved to alert motorists and improve visual aesthetics.
- With addition of raised crossing, crossing should be marked with high-visibility crosswalk markings.

Expected Crash Reduction

Research suggests vertical traffic calming devices such as speed humps, tables, and cushions reduce crash severity. With addition of raised crossing:

- 45 percent reduction in pedestrian crashes (Elvik & Vaa, 2004).
- 51 percent for bicycle-motor vehicle crashes on entrance or exits to streets and driveways (Schepers, 2011).

Systemic Safety Potential

Typically used as a spot treatment.

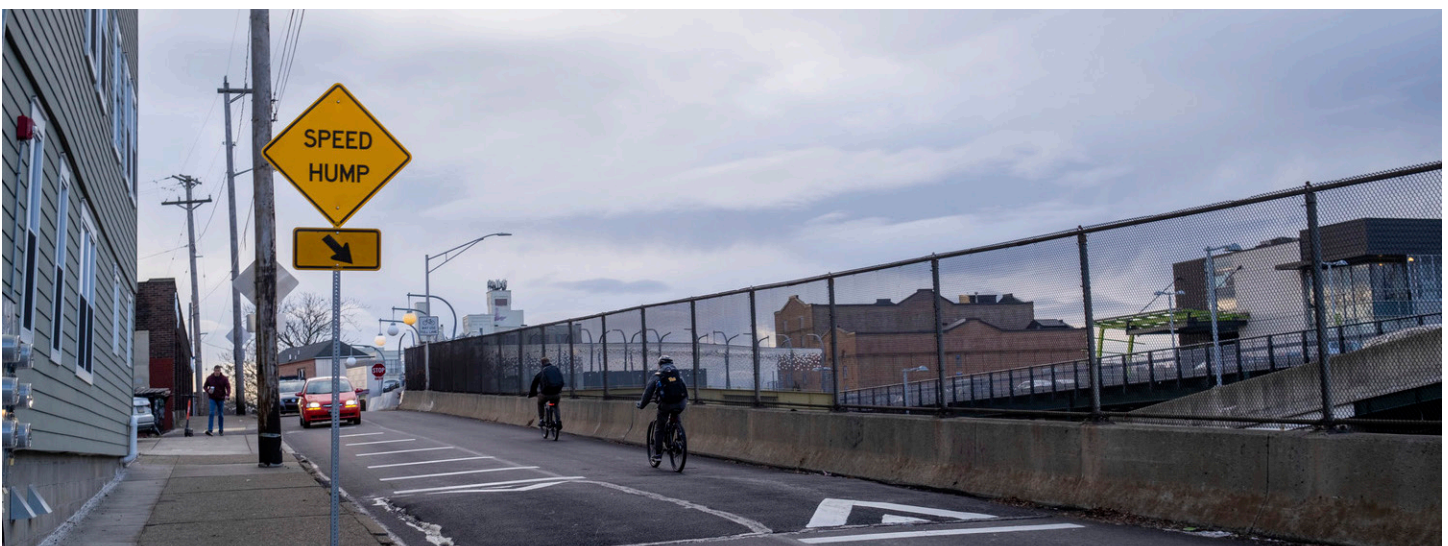
Additional Information

[FHWA Guide for Improving Pedestrian Safety at Uncontrolled Crossing Locations](#)

[PEDSAFE Pedestrian Safety Guide and Countermeasures Selection System](#)

[Maryland Manual on Uniform Traffic Control Devices](#)

[FHWA Achieving Multimodal Networks](#)





DESCRIPTION AND GENERAL PURPOSE

A raised intersection is especially applicable in a dense urban area (see Figure 3.15.2). A typical installation is at a signal-controlled or all-way stop-controlled intersection with a large volume of street-crossing pedestrians. A raised intersection reinforces the need for a motorist to drive cautiously and be wary of crossing pedestrians.

[Two field studies of five raised intersections measured reductions between 1 and 5 mph for 85th percentile speeds (Source: FHWA, Engineering Speed Management Countermeasures: A Desktop Reference of Potential Effectiveness in Reducing Speed, July 2014) <https://www.highways.dot.gov/safety/speed-management/engineering-speed-management-countermeasures>]

A video of pedestrians, bicyclists, and motor vehicles passing over a raised intersection can be accessed at the following hyperlink:

[http://www.yargerengineering.com/articles/traffic-calming.html#Raised intersections](http://www.yargerengineering.com/articles/traffic-calming.html#Raised%20intersections) (Source: Yarger Engineering, Inc.)



Figure 3.15.1. Raised Intersection
(Source: Yarger Engineering, Inc.)



Figure 3.15.2. Raised Intersection in Dense Urban Setting
(Source: Ian Lockwood)

APPROPRIATE APPLICATION

Appropriate Application – Raised Intersection	
Type of Street	Appropriate if there are existing crosswalks on all four legs of the intersection or if crosswalks are warranted Appropriate for the intersection of collector, local, and residential subdivision streets Can be appropriate in both a residential setting (see Figure 3.15.3) and in a commercial business district Could be acceptable on a low-speed arterial in a downtown business district with significant pedestrian activity

Intersection or Roadway Segment	Placed at an intersection Can be a T-intersection or multi-leg intersection
Roadway Cross-Section	Approach legs can be either one-way or two-way Appropriate only with an urban cross-section (i.e., curb and gutter) that includes sidewalks on all sides of the intersection Can include on-site parking on the approach legs Appropriate if a bicycle facility passes through the intersection
Speed Limit	Maximum speed limit of 30 mph based on ITE <i>Guidelines for the Design and Application of Speed Humps</i> and some jurisdictions (e.g., South Carolina, Pennsylvania); others use a 35 mph maximum (e.g., Delaware)
Vehicle Traffic Volume	Appropriate if the daily traffic volume on each intersection approach is relatively low; example thresholds include Pennsylvania with a maximum of 10,000 vehicles per day and South Carolina which uses 4,000 on each leg in a residential setting and 6,000 on each leg in a commercial area
Emergency Route	Can be an appropriate application for a primary emergency vehicle route or on street that provides access to a hospital or emergency medical services
Transit Route	Can be an appropriate application for a bus transit route
Access Route	Generally not appropriate along the primary access to a commercial or industrial site
Grade	Can be installed on a crest vertical curve only if there is adequate stopping sight distance or if appropriate warning signs are provided Maximum grade of 8 percent recommended in ITE <i>Guidelines for the Design and Application of Speed Humps</i> and used by some jurisdictions (e.g., Pennsylvania, South Carolina); Delaware uses a maximum of 6 percent; Minnesota uses a maximum of 5 percent



Figure 3.15.3. Raised Intersection in Residential Setting without Raised Crosswalks
(Source: Google Street View)

EFFECTS AND ISSUES

Effects and Issues – Raised Intersection

Vehicle Speed	A single raised intersection reduces 85 th percentile speeds to the range of 25 to 35 mph when crossing the intersection; vehicle speeds at some distance from the intersection have not been shown to change appreciably
Vehicle Volume	As a single installation, there is little traffic diversion from the intersection
Pedestrian Safety and Mobility	Pedestrian safety is improved because a pedestrian is more visible to an oncoming motorist and the pedestrian has an elevated view of oncoming traffic (see Figure 3.15.4) If the same height as the curb, the edge of the raised intersection should be differentiated with a tactile measure to warn a person with a visual impairment Refer to Module 6 for additional discussion
Bicyclist Safety and Mobility	Should not be affected by a raised intersection unless pavers (or some other textured surface) are used
Motorist Safety and Mobility	Produces sufficient discomfort to a motorist driving above the raised intersection design speed to discourage speeding
Emergency Vehicle Safety and Mobility	A large emergency vehicle typically crosses a raised intersection at a slower speed than does a personal passenger motor vehicle Refer to Module 5 for additional discussion
Large Vehicle Safety and Mobility	A larger vehicle typically crosses a raised intersection at a slower speed than does a personal passenger motor vehicle; a typical raised intersection delay for a large commercial vehicle is in the range of 2 to 6 seconds Refer to Module 5 for additional discussion
Accessibility of Adjacent Property	Should not result in any change in accessibility to property along all legs of the intersection; on-street parking restrictions and driveway accessibility should be the same whether intersection is raised or level
Environment	Can serve as a form of gateway treatment at or near the entrance to an area for which traffic calming is desired Traffic noise may increase from braking and acceleration of vehicles
Design Issues	Likely requires changes in access to below-ground utilities Requires redesign of surface drainage structures that serve the intersection and approach legs



Figure 3.15.4. Raised Intersection with Raised Crosswalks
(Source: Google Street View)

ADDITIONAL DESIGN CONSIDERATIONS

The design of a raised intersection needs to pay close attention to the existing drainage systems because the grade of the entire intersection will be raised. Additional (or relocated) drainage inlets will likely be required.

In order to enable a pedestrian with a visual impairment to differentiate between the roadway and the sidewalk, measures such as color contrasts and detectable warning truncated domes at edges must be included.

A minimum pavement slope of 1 percent (or the local practice standard) should be provided within the raised intersection to facilitate surface drainage. Surface drainage implications on the approaches to a raised intersection should also be addressed.

A sample design for a raised intersection is presented in Figure 3.15.5.

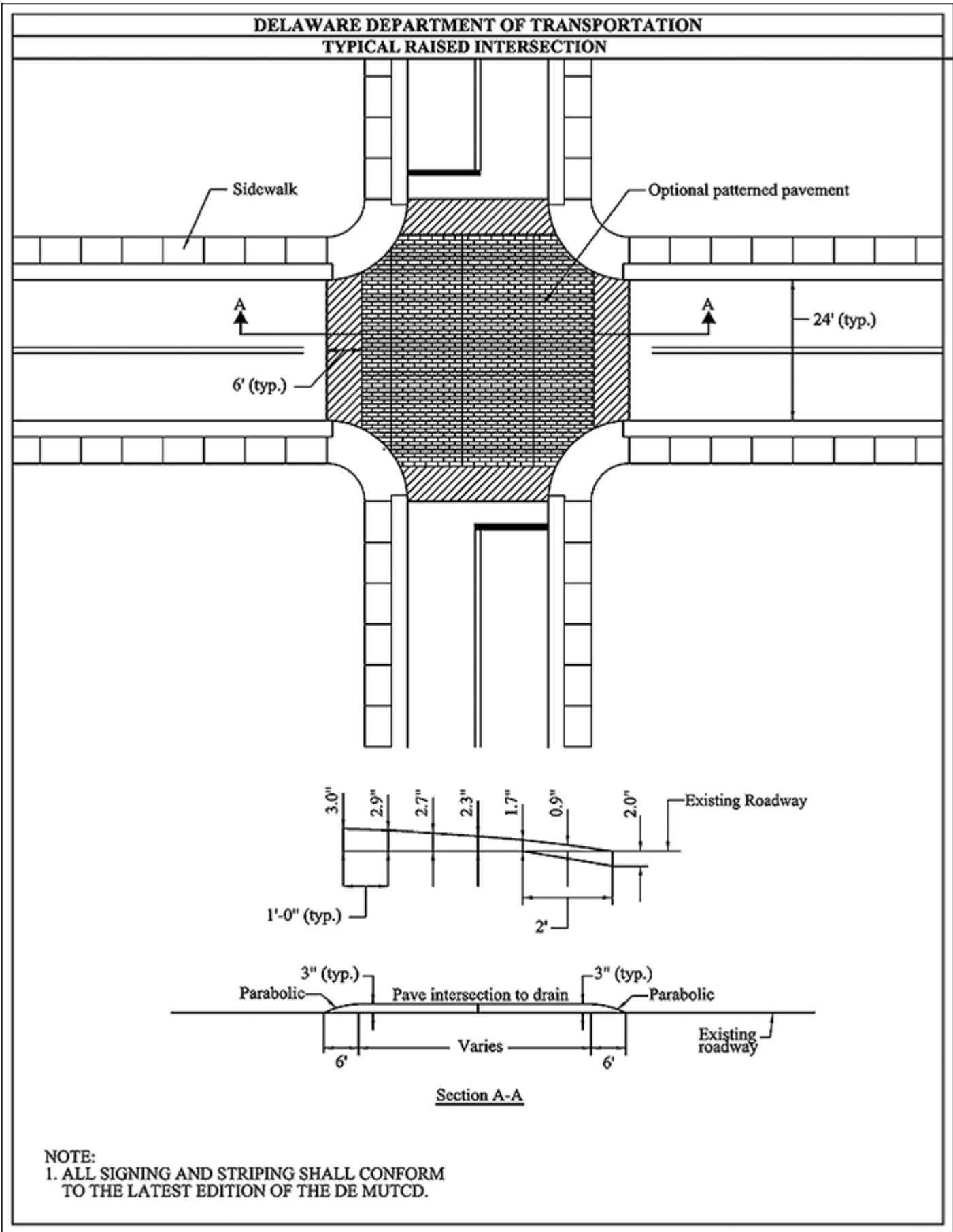


Figure 3.15.5. Sample Design for Raised Intersection
(Source: Delaware Department of Transportation)

3.16 Corner Extension/Bulbout

DESCRIPTION AND GENERAL PURPOSE

[Other terms include neckdown, corner extension, pop-out, bump out, knuckle and nub. If coupled with a crosswalk, a roadway narrowing can be referred to as a safe cross. When placed at the entrance to a neighborhood, often with textured paving between a pair of them, a bulb-out or corner extension is called a gateway or entry feature.]

A curb extension is a horizontal extension of the sidewalk into the street resulting in a narrower roadway section (see Figure 3.16.1). This device may be used at either corner or midblock. A curb extension at an intersection is called a corner extension or bulbout. A curb extension located midblock is called a choker [provide link to section 3.17].

When combined with on-street parking, a corner extension can create a protected parking bay.

City Council
August 4, 2025

Submitted by: Alison Weikel
Submitting Department: Police
Agenda Section: Consent Items

Item Title:

Memorandum of Understanding with Prince George's County Police Department For FUSUS Access

Suggested Action:

I move Mayor and Council to authorize the City Administrator to enter into a Memorandum of Understanding with Prince George's County Police Department for FUSUS access.

Legal Review Required?

Completed

Summary Background:

FUSUS is a new Prince George's County Program which will enable HPD to share live video feeds with the Prince George's County Police Department in emergencies to improve community safety and law enforcement response. Access to HPD cameras is conditional upon mutual agreement between HPD and the Prince George's County Police Department and will only be accessed for proactive monitoring for criminal activity, during a criminal incident or emergency at a City location.

Next Steps:

Execute MOU

Fiscal Impact:

N/A

City Administrator Comments:

Recommend Approval. This is another technological advancement that will support criminal investigations.

Community Engagement:

N/A

Strategic Goals:

Goal 4 – Foster Excellence in all City Operations



COLLABORATING TO KEEP PRINCE GEORGE'S COUNTY SAFE

Help create a safer Prince George's County by enrolling in our Community Camera Sharing Program!

Sharing your camera feed enables the Prince George's County Police Department to respond to incidents at your location faster and equips officers with advance knowledge of the situation. It will keep our residents and business owners safer and build closer ties within our community.



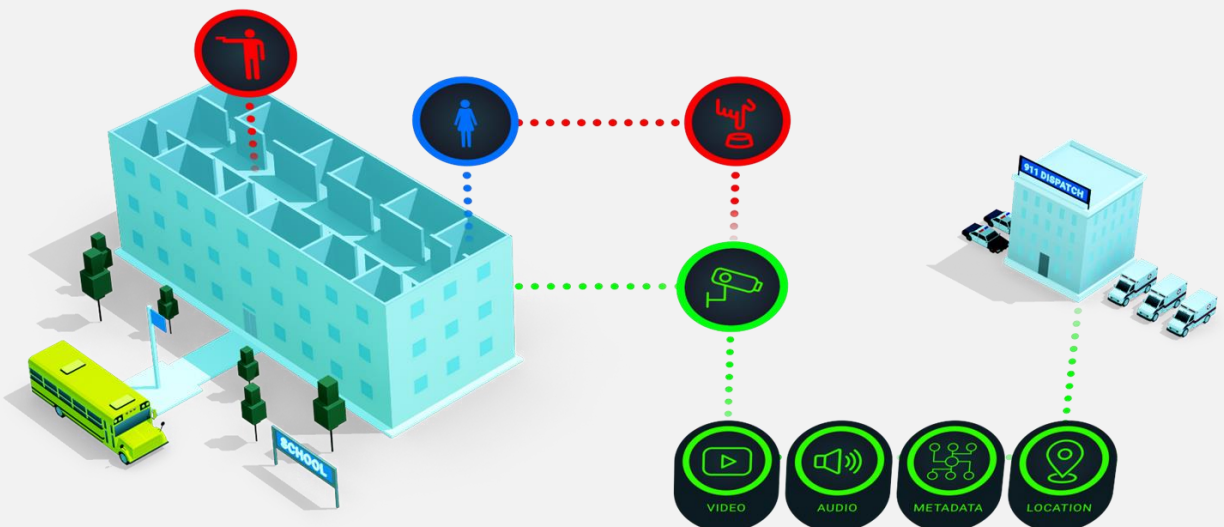
INCREASING SAFETY. RESPECTING PRIVACY.

- Our new Connect Prince George's County Program enables you to share live video feeds with the Prince George's County Police Department in emergencies to improve community safety and law enforcement response.
- Access to your cameras is conditional upon mutual agreement between you and the Prince George's County Police Department and will only be accessed for proactive monitoring for criminal activity, during a criminal incident or emergency at your location.

What is Fusus
and how
does it work?



Scan the QR
Code to watch a
short video.





FUSUSCONNECT

PROGRAM *HELPING TO CREATE A SAFER, MORE CONNECTED COMMUNITY*

A safer, more connected community is only a few steps away, all while using existing equipment

Participating in the FususCONNECT Program enables law enforcement to respond to incidents at various community locations faster, equips officers with advance knowledge of the situation, helps keep our residents and business owners safer, and builds closer ties within our community.



What is the FususCONNECT Donor Site Initiative?

The FususCONNECT Donor Site Initiative is a partnership directly with the Prince George's County Police Department. The program enables you to share live video feeds with law enforcement in emergencies to improve community safety and situational awareness for the Prince George's County Police Department.

What do I need to participate in the program?

A fūsusCORE will be provided to you, this appliance will create the virtual bridge in between your business and the Prince George's County Police Department in case of any emergency.

Will this impact my network?

There will be no impact to your network, the appliance builds a separate tunnel on a secure network to transmit alerts and video to law enforcement.

What are some locations I can consider for the Donor Site Initiative?

- Apartment Complexes/Housing Communities • Public/Private Schools
- Day Cares • Convenience Stores/Gas Stations • Restaurants/Bars/Lounges
- Retail Locations

How to learn more about the program?



Scan the QR Code to the left

For more information or to schedule an installation, contact fūsus directly with the information below.

Memorandum of Understanding with Prince George's County Police Department
For FUSUS Access

Commented [LV1]: Must be approved by Council.

I. INTRODUCTION

THIS MEMORANDUM OF UNDERSTANDING ("Agreement" or "MOU") is entered into as of the date of the last signature below (the "Effective Date") by and between Prince George's County, Maryland, a body corporate and politic (the "County"), and The City of Hyattsville ("Partner"), located at 4310 Gallatin Street, Hyattsville, Maryland 20781.

II. PREAMBLES

WHEREAS, the County's Police Department is a law enforcement organization responsible for the preservation of safety and security in the geographic area in which the County has jurisdiction; and

WHEREAS, Partner is an organization operating within the jurisdiction of the County; and

WHEREAS, this Agreement has as its objective the collaboration and participation of both organizations for the safety and security of those who are at Partner's location(s), and for this reason this Agreement facilitates the establishment of channels of communication and sharing of video sources that permit the creation and interchange of information, as well as collaboration with the expressed goal of providing enhanced responsiveness and situational awareness for the County on behalf of Partner; and

WHEREAS, the missions of the parties are complementary.

NOW THEREFORE, the parties wish to work together and agree as follows:

III. GOAL

The goal of this Agreement is to set forth guidelines for sharing of Partner's video sources with the County.

IV. VIDEO ACCESS

Partner hereby grants to the County access to video sources designated by Partner that are owned by or under management by Partner. Cameras shared must also be approved by the County as appropriate for sharing and deemed useful for purposes of enhanced situational awareness and safety of Partner and areas surrounding Partner's location(s). It is neither intended nor expected that Partner's Cameras will be routinely monitored in real-time by the County. Video sharing by Partner with the County is intended to be done in the spirit of partnership for improved situational awareness and efficiency of emergency response by the County, and to assist with the investigation of known offenses or crimes in progress. Access of Partner's video sources by the County does not constitute commitment on the part of the County that video will be viewed in emergencies or when requested by Partner.

V. RESPONSIBILITIES OF COUNTY

The County will only access video sources designated by Partner for fusion into the County's video fusion software. The County will not share access to Partner's camera views with

FUSUS Memorandum of Understanding

members of the public, or outside of the County, without the prior written consent of Partner. Further, the County will ensure video access is strictly limited to personnel responsible for monitoring and utilizing the system in connection with law enforcement objectives, and authorized login metadata will be tracked and logged. Finally, the County will ensure any employee responsible for video access is trained on system use and security of access. In the event of a known offense or in-progress crime, the Police Department may record footage from Partner's video sources through the County's video fusion software to assist with law enforcement investigations and prosecution of offenses, which Partner understands may be subject to disclosure in discovery, by subpoena, or as ordered by a court. The County will notify Partner of any such disclosure as permitted by law and direct any inquiries related to Partner or Partner's video sources to the appropriate designee as indicated in Section VIII.

Commented [LV2]: Does this mean the County will share with other partners within the County?

VI. RESPONSIBILITIES OF PARTNER

Partner will provide the County at least one point of contact, as indicated below, with a basic understanding of Partner's inventory and locations of surveillance cameras as may be required for video sharing. Typical configuration should take less than an hour and may require installation of additional hardware at Partner location(s). Partner will provide information needed by the County for the system to operate, including but not limited to, camera make, model, IP address, and camera and/or associated DVR/NVR login information.

VII. LIMITATION OF LIABILITY/INDEMNIFICATION

EXCEPT AS TO INDEMNITY OBLIGATIONS OF AN INDEMNIFYING PARTY, WHICH SHALL NOT BE LIMITED IN ANY MANNER, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOST REVENUES, PROFITS, OR GOODWILL, FOR ANY MATTER ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OR NONPERFORMANCE OF THIS AGREEMENT. Each party (each an "Indemnifying Party") shall indemnify, defend, and hold harmless the other party, its officers, directors, agents and employees (each a "Covered Person") from and against any and all pending or threatened claims, losses, liabilities, litigation, damage, penalty, expense and demands of every kind and nature whatsoever (any of the foregoing a "Loss"), including, without limitation, the costs as and when incurred of defending any such Loss, and including, without limitation, reasonable attorneys' fees and disbursements therefore, incurred by a Covered Person resulting from or arising in connection with the performance of this Agreement, caused in part or in whole by any negligent or willful act or omission of Indemnifying Party, its officers, agents, employees or representatives. To the extent applicable, the parties' obligations pursuant to this Section VII shall not exceed the cap identified in the Local Government Tort Claims Act or other applicable law. Neither party waives any right or defense, or forebears any action, in connection herewith. The indemnification provisions set forth in this Section shall survive termination or expiration of this Agreement.

FUSUS Memorandum of Understanding

VIII. NOTICE

All notices, requests, reports, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given: (i) immediately upon receipt if hand-delivered in accordance with the notice provisions of this Agreement; (ii) on the day after delivery to a nationally recognized overnight courier service, or (iii) on the fifth day after mailing, if mailed to the party to whom such notice is to be given, by registered or certified U.S. mail, return receipt requested, and, in all cases, if prepaid and properly addressed as follows:

To County: Malik Aziz
 Chief of Police
 Prince George's County Police Department
 8801 Police Plaza, 6th floor
 Upper Marlboro, Maryland 20774

With Copies to: County Attorney
 Office of Law
 1301 McCormick Drive, Room 4100
 Largo, Maryland 20774

To Partner: Tracey Douglas
 City Administrator
 4310 Gallatin Street
 Hyattsville, MD 20781

Point of Contact: Chief of Police, Jarod Towers

IX. MISCELLANEOUS

This MOU is effective as of the Effective Date and shall remain in effect for a period of five (5) years unless earlier terminated, except for the indemnification obligations herein, which shall survive for the applicable statutory period in which a claim may be brought, and during the pendency of such claim to final resolution. Neither party may assign or transfer all or any portion of this MOU without the prior written consent of the other party.

The term of this MOU may be extended by mutual written agreement of the parties.

Any party may terminate this MOU and any related agreement at any time and for any reason by giving prior written notice to the other Party.

The individuals signing this MOU on behalf of their respective entities represent and warrant (without personal liability therefore) that upon the signature of each, this MOU shall have been duly executed by the entity each represents. Each signatory hereby affirms that they are a proper person legally authorized to sign on behalf of their respective entity pursuant to their respective bylaws, regulations, as well as federal and state law.

No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or

FUSUS Memorandum of Understanding

further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

I. ENTIRETY

This Agreement embodies the entire and complete understanding and agreement between the Partners and no amendment will be effective unless signed by both parties. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and executed as of the date of the last signature below.

City of Hyattsville

By: _____
Tracey Douglas
City Administrator

Date: _____

PRINCE GEORGE'S COUNTY, MARYLAND

By: _____
Barry L. Stanton
Deputy Chief Administrative Officer for
Public Safety & Homeland Security

Date: _____

PRINCE GEORGE'S COUNTY POLICE DEPARTMENT

By: _____
Malik Aziz
Chief of Police

Date: _____

FUSUS Memorandum of Understanding

City Council
August 4, 2025

Submitted by: Laura Reams

Submitting Department: Administration

Agenda Section: Consent Items

Item Title:

Schedule Public Hearing for Hyattsville Charter Amendment Resolution: 2025-01

Suggested Action:

I move the Mayor and Council schedule a Public Hearing on Monday, September 15 at 6:30 PM to hear public testimony regarding proposed Hyattsville Charter Amendment Resolution 2025-01 which proposes to remove the requirement that Council Meetings start at 8:00 p.m. and occur twice monthly, and add the requirement for Council to adopt an annual meeting schedule via Resolution.

Legal Review Required?

Completed

Summary Background:

The proposed Charter Amendment removes the requirements that Council Meetings begin at 8:00 p.m. and meetings occur twice monthly. The proposed Amendment adds the requirement for Council to adopt an annual meeting schedule via Resolution. The Charter Amendment seeks to provide the Council with the flexibility to hold meetings at times that are appropriate and convenient for Council and community members.

Summary of Changes in the Updated Charter Amendment:

- **Removes** the requirement for Council to meet on a specific day or time.
- **Adjusts** the meeting requirement for Council to 1x per month unless a scheduled Council recess has been declared in the annual meeting resolution.
- **Adds** a requirement for Council to adopt their annual calendar via a formal resolution. Traditionally, the Council adopts its annual calendar in November.

The proposed language is below. To view the existing language with the strikethroughs, please refer to the Charter Amendment Resolution, included with the August 4 corresponding Council discussion item.

"The City Council shall meet regularly at such times as scheduled in its annual calendar, which shall be adopted by a resolution each year. The Council shall meet at least once each calendar month unless it is in recess as declared by a resolution of Council."

Charter Amendments require a Public Hearing. Advance notice of the hearing must be provided at least 21 days prior to the hearing date. Charter Amendment Resolutions are effective 50 days after adoption. The proposed timeline for adoption is listed under "Next Steps".

Next Steps:**Proposed Timeline for Adoption**

- August 4: Council Discussion, Schedule Public Hearing
- September 15: Public Hearing at 6:30 PM
- October 6: Scheduled Adoption of the Charter Amendment Resolution
- November 25: Effective Date of the Charter Amendment Resolution (50 days post adoption)

Fiscal Impact:

The City will incur printing fees to publish the required summary notice of the Charter Amendment Resolutions in the Prince George's Post.

City Administrator Comments:

Recommend approval.

Community Engagement:

Community members are encouraged to attend the public hearing and provide comments on the proposed charter amendment resolutions. The proposed amendments are published on the City's website under "Hyattsville Ordinances". Upon adoption, the City Clerk's office will publish the required legal notices and transmit the resolutions to the State Department of Legislative Services.

Strategic Goals:

Goal 1 – Ensure Transparent and Accessible Governance

City Council
August 4, 2025

Submitted by: Jeff Ulysse

Submitting Department: Community, Business, and Economic Development

Agenda Section: Consent Items

Item Title:

Grant Application to the Prince George's County Historic Preservation Non-Capital Grant Program

Suggested Action:

I move the Mayor and City Council authorize the City Administrator to prepare an application to the County for grant funds to support the Hamilton Square Partners and provide any needed documentation required.

Legal Review Required?

N/A

Summary Background:

The Prince George's County Historic Preservation Commission's Non-Capital Grant Program provides grants to support projects that identify, preserve, promote, and protect the historic, cultural, and archeological resources of Prince George's County for the benefit of the public and to encourage the revitalization of communities. These grants are intended to help produce and disseminate information, stimulate public discussion about preservation, make technical expertise accessible, and encourage community partnerships. The Grant Program can be used to pay for the costs of professional services such as preservation and planning consultants, planning studies, design work, and educational, outreach, and conservation projects involving architectural, archeological or cultural resources. The City of Hyattsville proposes to apply for this Fund to support the improvements proposed for the properties located at 5219-5309 Baltimore Ave. The property owners, Hamilton Square Partners, are seeking \$8,700 from this fund, to support the planning and design phase of their development project.

Next Steps:

If awarded grant funds from the County, the City would then enter into a grant agreement with the Hamilton Square Partners. The agreement would describe the terms and conditions of the City passing through the County grant fund monies to the Hamilton Square Partners design entity. If the County awards grant funds monies to the City, staff would disperse awarded funds in early 2026.

Fiscal Impact:

Up to \$8,700 dollars in grant funding which will be passed through to Hamilton Square Partners.

City Administrator Comments:

Recommend Support.

Community Engagement:

N/A

Strategic Goals:

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



Memo

To: Tracey Douglas, City Administrator
From: Jeff Ulysse, Director of Com. & Econ. Development & City Planner
Date: August 4th, 2025
Re: Grant Application to Prince George's County Historic Preservation Non-Capital Grant Application

Introduction:

The Prince George's County Historic Preservation Commission's Non-Capital Grant Program provides grants to support projects that identify, preserve, promote, and protect the historic, cultural, and archeological resources of Prince George's County for the benefit of the public and to encourage the revitalization of communities. These grants are intended to help produce and disseminate information, stimulate public discussion about preservation, make technical expertise accessible, and encourage community partnerships. The Grant Program can be used to pay for the costs of professional services such as preservation and planning consultants, planning studies, design work, and educational, outreach, and conservation projects involving architectural, archeological or cultural resources. The City of Hyattsville proposes to apply for this fund to support the improvements proposed for the properties located at 5219-5309 Baltimore Ave. The property owners, Hamilton Square Partners, are seeking \$8,700 from this fund, to support the planning and design phase of their development project.

Background and Discussion:

In the month of July, Rayya Newman of Triple Line Studios on behalf of Hamilton Square Partners submitted a letter requesting the City to facilitate the application for the Prince Georges County Historic Preservation Commission's Non-Capital Grant Program. The funds awarded from this program would be used for planning and design for future improvements to their 5219 - 5309 Baltimore Ave properties (Figure 1). All the properties included within the scope of this project are listed in the Maryland Historical Trust (MHT) inventory of historically designated sites. This location and its uses are attractive to the City, as the City seeks to improve the streetscape along Baltimore Ave and as the Spot Park is undergoes a complete redevelopment. The subject properties are also within the Gateway Arts district sector plan area. Listed under the Historic Preservation section of the plan is a policy goal to *"Preserve and protect the Historic Sites and districts of the Arts District"*. Furthermore, one of the listed objectives of this goal is to *"To encourage stewardship, use and compatible adaptive reuse of Historic Sites and historic resources"*.

The estimated cost for the design and architectural work is listed at \$8,700. If awarded these grant funds, the City would in turn loan the same funds through an acceptable mechanism to Hamilton Square Partners, as a private entity, and is not an eligible applicant for the County's Historic Preservation Non-capital grant fund Program. The mechanism of which the City disperses theses funds will be determined by the City

Finance Director as these requests are viewed on a case-by-case basis. The grant applications are due on August 15th, 2025 and the county anticipates making grant award announcements by the end of 2025.



Figure 1 Subject Properties

Maryland Historical Trust – Historic Property List		
ID#	Historic Use	Address
68-41-19	Dudrow Drug Store	5221 Baltimore Avenue
68-41-22	Dudrow House	5301 Baltimore Avenue
68-41-24	Hot Shoppes Building	5305 Baltimore Avenue
68-41-26	Local Paint and Hardware Building	5307 Baltimore Avenue
68-41-25	Woolworth Building	5306 Baltimore Avenue

Recommendation & Next Steps:

Staff recommend the Mayor and City Council authorize the City Administrator to prepare an application to the County for grant funds to support the Hamilton Square Partners and provide any needed documentation required by the County. If awarded grant funds from the County, the City would then enter into a grant agreement with the Hamilton Square Partners. The agreement would describe the terms and conditions of the City passing through the County grant fund monies to the Hamilton Square Partners design entity. If the County awards grant funds monies to the City, staff would disperse awarded funds in early 2026.

PRINCE GEORGE'S COUNTY
HISTORIC PRESERVATION COMMISSION
NON-CAPITAL GRANT PROGRAM
POLICIES, PROCEDURES, AND GUIDELINES
Revised April 20, 2021

- I. **Introduction.** The Prince George's County Historic Preservation Commission's Non-Capital Grant Program (Grant Program) provides grants to support projects that identify, preserve, promote, and protect the historic, cultural, and archeological resources of Prince George's County for the benefit of the public and to encourage the revitalization of communities. These grants are intended to help produce and disseminate information, stimulate public discussion about preservation, make technical expertise accessible, and encourage community partnerships. The Grant Program can be used to pay for the costs of professional services such as preservation and planning consultants, planning studies, design work, and educational, outreach, and conservation projects involving architectural, archeological or cultural resources.

The Grant Program provides three categories of grant awards 1) up to \$5,000; 2) between \$5,000 and \$25,000; and 3) up to \$5,000 for maintenance of threatened, "abandoned" historic cemeteries. Grant awards are provided to nonprofits, municipalities, individual owners, or contract purchasers of eligible properties in Prince George's County and for eligible projects identified herein. Grant awards up to \$5,000 are considered Mini-Grants and no match is required; grants above \$5,000 (up to \$25,000) require a 50% match for any amount over \$5,000 in either cash or in-kind contributions (for example, a grant award of \$5,500 will require a match of \$250, 50% of the \$500 value of the award that exceeds \$5,000). At its discretion, the HPC may also provide funding through this program to protect and preserve other historic cemeteries.

The Non-Capital Grant Fund is sponsored by the Prince George's County Government and administered by the County's Historic Preservation Commission (HPC) and The Maryland-National Capital Park and Planning Commission, Countywide Planning Division's Historic Preservation Section (M-NCPPC).

- II. **Program Requirements.** Architectural and archeological research, survey and documentation projects must be consistent with the *Standards and Guidelines for Architectural and Historical Investigations in Maryland* or the *Standards and Guidelines for Archeological Investigations in Maryland* and the Prince George's County Planning Board's *Guidelines for Archeological Review*.

Those performing architectural and archeological research, and survey and documentation projects must meet the minimum requirements of the Secretary of the Interior's *Professional Qualification Standards* under 36 CFR 61.

For projects involving only one historic property (i.e. Historic Structure Reports, preservation/restoration plans, feasibility studies, etc.), the subject resource must be a designated Prince George's County Historic Site, Historic Resource, Historic District or a contributing resource therein or must be listed in the National Register of Historic Places as a contributing resource or must be determined by the Director of the Maryland Historical Trust (MHT) to be eligible for such listing.

For projects focused on the dissemination of information such as a lecture, workshop, conference, tour, or public event, funds cannot be used to defray the cost of attending such an event but rather the production, implementation, and promotion of such an event. Event-related expenses cannot be used to defray food and beverage expenses but can be used for hard costs such as equipment or venue rental and speaker honoraria. For projects with GIS or spatial data development components, the recipient must provide copies of all databases, image files and GIS files developed under the grant to M-NCPPC.

III. **The Application Process.** Applications will be submitted to the HPC and copies of submitted applications will be forwarded to the HPC-appointed Non-Capital Grant Committee ("Grant Committee") to review and evaluate applications and recommend grant awards. The Grant Committee will evaluate each application based on recommendations from HPC staff. The recommendations of the Grant Committee will be forwarded to the HPC, which will vote on the Grant Committee's recommendations at a public meeting. Projects will then be funded based on availability of funds. Some projects may not be funded; some projects may not receive the full amount requested.

IV. **Eligible Applicants.** An organization seeking funds must have historic preservation, heritage tourism, genealogy, history, or archeology among its primary and motivating purposes, and/or must be the owner or contract purchaser of a designated county Historic Site, Historic Resource, a contributing resource in a locally designated Historic District, and/or a contributing resource in a National Register Historic District or determined eligible for listing in the National Register by MHT. Eligible applicants may include:

- A. Municipal governments within Prince George's County;
- B. 501(c)(3) educational institutions within Prince George's County;
- C. 501(c)(3) charitable organizations, as defined by the Internal Revenue Code, whose purposes include preserving the county's history, preservation, or acquisition of historic properties, structures, facilities, sites, areas, or objects for preservation purposes. Charitable organizations submitting applications must include up-to-date documentation of their tax-exempt status. Organizations must be incorporated and operating for at least two consecutive years prior to the submission of the grant application (except for those nonprofit organizations established specifically for the purpose of historic preservation or organized for the benefit of preserving an individual property. Eligible charitable organizations must serve a public educational purpose and have bylaws, membership, elected officers, and conduct regularly scheduled meetings.
- D. Religious organizations organized and incorporated under the laws of the State of Maryland conducting business within Prince George's County. The corporation shall be organized exclusively for religious, charitable, or educational, purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code.
- E. Residents of Prince George's County or contract purchasers of eligible property within Prince George's County.

V. **Ineligible Applicants.** Organizations and others that are *not* eligible to apply include:

- A. Museums and historic sites operated by M-NCPPC;
- B. Museums and historic sites operated by county, state or federal government agencies;
- C. For-profit organizations or corporations; and
- D. County, state, or federal governments.

VI. **Ownership of Project Properties.** The applicant must hold the property in fee simple ownership; or if the applicant is not the owner, the applicant must be able to provide evidence of a ratified contract for purchase, or the consent of the owner.

VII. **Eligible Activities.** The following eligible activities are broadly defined and include examples of the kinds of projects that may be considered for funding. Eligible activities generally include, but are not limited to, the following:

- A. Plans and Reports. The preparation of architectural plans, designs, specifications, and cost estimates.
- B. Cultural Resource Surveys. Surveys may be organized by municipal limits, by historic theme, or by property or site types. Grants may be used to prepare documentation associated a determination of eligibility for the National Register and for designation as a Prince George's County Historic Site. Examples of projects include historic sites surveys; architectural surveys; archeological surveys; and thematic surveys.

- C. Planning and Project Development Assistance. Grants are available for support for developing strategies for the preservation, restoration, or rehabilitation of a Historic Site or Resource. Grants are for predevelopment studies and planning for eligible properties. Community, municipal or regional preservation plans are also eligible for funding. Eligible planning activities include, but are not limited to:
- i. Hiring a preservation architect or landscape architect to produce a historic structure report or historic landscape master plan;
 - ii. Hiring a preservation planner to produce historic district design guidelines or community pattern book;
 - iii. Preparation of preservation plans for a municipality or neighborhood;
 - iv. Hiring an organizational development consultant to facilitate a strategic planning retreat for the board of a nonprofit preservation organization;
 - v. Hiring a real estate development consultant to produce an economic feasibility study for the adaptive reuse of a threatened resource;
 - vi. Historic American Buildings Survey/Historic American Engineering Record documentation;
 - vii. Sponsoring a community forum to develop a shared vision for the future of historic preservation in the neighborhood;
 - viii. Preparation of preservation plans for the treatment of archeological sites; and
 - ix. Preparation of plans for adaptive use of historic properties.
- D. Inventory of historic resources and maintenance of comprehensive records of these resources (e.g., database development).
- E. Archeological reports and/or surveys and/or reports that identify potential locations of archeological sites. Projects can take the form of surveys, excavations, and artifact analyses, National Register Nominations, preservation and management plans. Archeological activities may not be associated with county, state or federal compliance projects.
- F. Engineering reports.
- G. Conducting thematic research that supports historic context development for more effective evaluation and protection of architectural, archeological or cultural resources.
- H. Preparation of nomination forms for the National Register in accordance with the MHT standards, guidelines and documentation requirements. Examples of projects include nominations for individual historic properties and districts; multiple property nominations; and nominations for archeological sites.
- I. Pre-development reports to provide the historical, architectural, and archeological research necessary to properly and adequately document both the historic significance and the existing physical condition of the materials and features of a property or site. Pre-development work must be performed to ensure projects are historically appropriate.
- J. Plans for historic districts which may include recommendations for streetscape improvements, landscaping, traffic flow, parking, building use, guidelines for new construction, and gateways.
- K. Development and publication of design guidelines for planning and reviewing changes to locally designated historic properties and new construction in historic districts.
- L. Community education initiatives related to a historic property or site. Funding is available for the development of programs such as lectures, workshops, conferences, tours, and public events along with associated educational materials related to eligible properties or projects in order to actively engage the public.

- M. Public Programs. Funding may be requested for the research, development and execution of public programs that present some aspect of the Prince George's County life, history or culture. Examples of projects include interpretive exhibits; interpretative signs or plaques; special programs and commemorative events; website/web application development; walking and driving tours; wayfinding (the process of using spatial and environmental information to find our way in the built environment); and publications.
- N. Research and Writing. Funding to support original research and scholarly writing on some aspect of county life, history and culture leading to publications, public programs or exhibits. Examples of projects include research and writing and oral and documentary histories.
- O. The curation of artifacts, archives and collections;
- P. School Programs. Funding may be requested for the development or implementation of school-related projects dealing with some aspect of Prince George's County life, history and culture which encourages collaboration between teachers and preservation organizations, history organizations and museums. Examples of eligible education and outreach activities include: sponsoring a workshop related to historic preservation issues in the community; sponsoring workshops related to historic building restoration and rehabilitation work and green technology/energy efficiency issues for owners of historic properties; curriculum projects and teacher's guides relating to historic preservation or community heritage for schoolchildren; scholarly research on neighborhoods to be presented to the public-at-large; and producing heritage education materials directly related to architectural, archeological or cultural resources, ranging from publications to multimedia presentations;
- Q. Abandoned Cemetery Maintenance. Funding up to \$5,000 may be requested for non-capital preventative maintenance of cemetery grounds to protect archeological remains, human remains, and burial markers from damage caused by vegetation overgrowth, dead trees, and other hazards. These funds are not be used for larger projects or for the "brick and mortar" maintenance of monuments, fences, or other structures, but can include certain types of cleaning. "Abandoned cemeteries" are defined as cemeteries that, over time, have been separated from their original owner(s) and are cemeteries for which no legally responsible party can be found. These cemeteries can be formerly church-owned or can be located on private property. These grant funds cannot be used to address compliance-related conditions such as those that arise from a development application, a fine, or a lien based on an identifiable lack of maintenance.

VIII. **Ineligible Activities.** The following activities and expenses are *not* eligible for funding under this program:

- A. Non-Capital grant funds cannot be used for entitlement project requirements or other regulatory obligations.
- B. Capital expenditures for building construction, "bricks and mortar" rehabilitation, restoration, preservation, stabilization, or mothballing of historic buildings;
- C. Organizational overhead costs, including existing staff salaries;
- D. Legal fees;
- E. Charges for deficits or overdrafts;
- F. Interest expenses (or other financing costs);
- G. Damage judgments arising from construction or equipping a facility, whether determined by judicial process, arbitration, negotiation, or otherwise;
- H. Projects that have been initiated prior to the date of the award;
- I. Projects that serve a religious purpose or promote or advance the beliefs or interests of religious creeds or practices;
- J. Endowments;
- K. Acquisition of objects for collections;
- L. Prizes and awards;

- M. Lobbying-related expenses;
- N. Projects associated with an organization's capacity-building activities;
- O. Expenses for entertainment, including food and beverage;
- P. Work including research and preparation of plans and reports performed outside the approved project period, including publication of previously completed manuscripts;
- Q. Mitigation activities performed as a condition or precondition for obtaining a county, state or federal permit or license.

- IX. **Grant Management**. An organization or individual seeking funds must demonstrate that they shall:
- A. Monitor the expenditure of project funds to contractors, firms, and other organizations and submit receipts upon completion of the project;
 - B. Report mid-project to the HPC on project progress and verify expenditures to date to the Grant Administrator;
 - C. Prepare a statement showing the amount of cash, in-kind contributions, or combination thereof, comprising the organization's required dollar-for-dollar match;
 - D. Submit vouchers documenting the value of in-kind matching contributions at a rate of \$25 per hour for professional assistance and \$15 for all other persons involved in the project;
 - E. Submit a final project report before the disbursement of the final grant award amount.

- X. **Grant Awards and Matching Requirements**. The actual number and size of grants will depend on available funding and the number and quality of proposals. The Grant Committee reserves the right to reject any and all proposals. Grant-supported project expenditures cannot begin until the successful applicant has received a fully executed Grant Agreement. For Mini-Grants, an initial grant installment payment of no more than 50% of the grant award will be made available upon execution of the Grant Contract.

For grants in excess of \$5,000, a 50% match is required for each dollar over the first \$5,000. This match may consist of cash, a grant award from other funders, an equivalent dollar value of in-kind contributions or a combination of all three. In-kind matches of labor and materials are permitted. The match may consist of cash, donated services, or the use of equipment. All in-kind services must be verified by a letter of support from the identified provider. Match funding may be raised and spent during the grant period. Applicants are encouraged to leverage funding opportunities by the pooling of resources among different funding streams to support cross-agency collaboration.

All eligible organizations and individuals have the option to submit an application at the funding level of their choice. The Mini-Grant is especially designed to provide competitive funding opportunities for smaller organizations and individuals with projects with a more limited scope.

All grant recipients must register as a vendor with the Maryland-National Capital Park and Planning Commission in order to receive any disbursements from grant awards, including the submission of an IRS form W-9. For each tax year in which reimbursement payments are made, M-NCPPC will issue the grant recipient an IRS Form 1099 to provide the total amount of award payments made that calendar year, which may impact your income tax liability. M-NCPPC employees do not provide tax advice, and it is recommended that you consult with your tax professional if you have any questions or concerns regarding possible tax liability.

- XI. **Eligible Costs**. Grant funds must be used for costs *directly* related to research, survey, planning and educational activities involving architectural, archeological or cultural resources. Any costs included in the project budget must be justified in the project narrative. You must support your grant request costs with estimates/bids from professionals. You are encouraged to obtain as many bids as you like to compare price versus value, but you must include at least two bids for each work item with your application, with only one of those selected and reflected in your budget. Eligible costs include:

- A. **Consultant Fees:** Consultant fees are eligible as lump sum contracts; however, the application and budget must detail and justify all work items included under the contract.
- B. **Contractual Services:** Contractual services may include items such as photography, printing and production costs. The budget and project narrative must detail and justify these costs.
- C. **Materials and Supplies:** The project narrative must detail these costs.
- D. **Travel:** Mileage costs must be billed using current IRS Standard Mileage Rates. Other travel costs must be reasonable and appropriate for the geographic region.

XII. **Criteria for Evaluation.** Each grant application will be evaluated by Historic Preservation Section staff and the HPC Grant Committee on the merits of its methods, goals, and products, with careful attention to the budget and demonstrated experience and administrative capability of the applicant in managing grant funds. *Typically, a successful application clearly demonstrates that the project will make a significant contribution to meeting the stated goals of the grant program, the County's Historic Sites and Districts Plan, and the local preservation community, and that the grant will be managed carefully in a professional manner.* All grant applications will be presented to the HPC for approval. Grant applications will be evaluated using the following criteria:

- A. **Project Impact/Educational Outreach Value.** The project stimulates or prompts other historic preservation projects or programs throughout the community, or raises awareness of historical, architectural, archeological, or cultural resources and promotes the preservation of such resources. (20 points)
- B. **Significance.** The architectural, archeological, or cultural significance of the resource (National Register, local designation). (20 points)
- C. **Innovation Value.** The project has potential to be a model and/or produce a unique product. (20 points)
- D. **Urgency.** Resource imminently endangered. (10 points)
- E. **Protective Value.** The project contributes to the long-term preservation, conservation, or documentation of the architectural, archeological, or cultural resources of the County. (20 points)
- F. **Administrative/Professional Capability.** Personnel for the project has the necessary training, education, and experience to carry out specific project goals. The project sponsor and administrative personnel have a record of successfully administering grant monies, meeting project deadlines, and following established procedures. The grant application is filled out clearly and concisely. (10 points)

XIII. **Submittal Deadlines and Review Schedule.** At this time, completed applications will be accepted for review on a rolling basis. The Grant Committee will normally evaluate applications within 30 days in receipt. The Grant Committee shall submit its findings and recommendations to the HPC for review and approval at a regularly scheduled public meeting. The HPC will then make final approval on the grant awards. All applicants are notified of the HPC's decision within fourteen (14) days of final approval. At its discretion, the Historic Preservation Commission may establish more formal application submittal deadlines.

XIV. **Maximum Number of Awards.** Eligible applicants may apply for and may receive one grant at a time. Applicants may apply for an additional grant if a prior project has been success fully completed.

XV. **Conditions for Receiving Grant Funds.** All applicants selected for funding under this program must complete and sign a Grant Contract. The contract stipulates the scope of work and project schedule, as well as schedules for project reports and reimbursement requests. Recipients must agree to fulfill several other conditions relating to the grant program before any funding is disbursed. These include but are not limited to:

- A. **Project Timetable.** It is expected that all work on funded projects will be complete d within 12 months of appropriation of grant funds. If a project has been delayed due to extenuating circumstances, a six-month extension may be granted at the discretion of M-NCPPC.

- B. Accountability. Grant recipients shall have regulations and internal operating procedures in place prior to awarding grants.
- C. Progress Reports. The applicant shall submit to the Grant Administrator an Interim and Final Report, outlining all work completed on the project. The Final Report shall be submitted with the final request for payment, together with appropriate work products.

XVI. **Procedure for Payment.** All grant recipients must register as a vendor with the Maryland-National Capital Park and Planning Commission in order to receive any disbursements from grant awards. To receive reimbursement, the grantee must submit itemized records, including copies of bills and invoices (stamped "paid"), of eligible expenditures to the Grant Administrator. The record submitted must itemize the cost of labor and materials, and describe the work performed. Reimbursement for the qualified itemized costs will be disbursed to the grantee upon review and acceptance by the Grant Administrator.

XVII. **Selection Process.** The selection process is competitive. The Grant Administrator will be available for consultation during the grant preparation/application process. The Grant Administrator will compile the applications to review for completeness. The Grant Committee will make recommendations of awards to the HPC, which will be reviewed and approved by the HPC at a regularly scheduled public meeting.

City Council
August 4, 2025

Submitted by: Laura Reams

Submitting Department: Administration

Agenda Section: Discussion Items

Item Title:

Hyattsville Charter Amendment Resolution 2025-01: Removing the Requirement that Council Meetings Start at 8:00 PM & Occur Twice Monthly

Suggested Action:

For Discussion Only.

Legal Review Required?

Completed

Summary Background:

The proposed Charter Amendment removes the requirement that Council Meetings begin at 8:00 p.m. and meetings occur twice monthly. The proposed Amendment adds the requirement for Council to adopt an annual meeting schedule via Resolution. The Charter Amendment seeks to provide the Council with the flexibility to hold meetings at times that are appropriate and convenient for Council and community members.

This item was initially introduced in April 2024. At that time, the Council indicated a preference for more flexibility in the language. In developing the updated language, staff and the City Attorney took the Council's feedback into account and incorporated best practices from other municipalities.

Summary of Changes in the Updated Charter Amendment:

- **Removes** the requirement for Council to meet on a specific day or time.
- **Adjusts** the meeting requirement for Council to 1x per month unless a scheduled Council recess has been declared in the annual meeting resolution.
- **Adds** a requirement for Council to adopt their annual calendar via a formal resolution. Traditionally, the Council adopts its annual calendar in November.

The proposed language is below. To view the existing language with the strikethroughs, please refer to the attached Charter Amendment Resolution.

"The City Council shall meet regularly at such times as scheduled in its annual calendar, which shall be adopted by a resolution each year. The Council shall meet at least once each calendar month unless it is in recess as declared by a resolution of Council."

Next Steps:

Proposed Timeline for Adoption:

- August 4: Council discussion and scheduling of the required Public Hearing
- September 15: Public Hearing at 6:30 PM
- October 6: Scheduled Adoption of the Charter Amendment Resolution
- November 25: Effective Date of the Charter Amendment Resolution (50 days post adoption)

Fiscal Impact:

The City will incur printing fees to publish the required summary notice of the Charter Amendment Resolution in the Prince George's Post.

City Administrator Comments:

The staff can support these changes and will ensure a resolution is included on the agenda annually.

Community Engagement:

Community members are encouraged to attend the public hearing and provide comments on the proposed charter amendment resolution. The proposed amendment will be published on the City's website under "Hyattsville Ordinances" and included in the appropriate Council meeting packets. Upon adoption, the City Clerk's office will publish the required legal notices and transmit the resolution to the State Department of Legislative Services.

Strategic Goals:

Goal 1 – Ensure Transparent and Accessible Governance

CITY OF HYATTSVILLE, MARYLAND
CHARTER AMENDMENT RESOLUTION No. 2025 - 01

**A Resolution Amending the Charter to Permit Council to Meet
Based on the Adoption of its Calendar; Remove the
Requirement that Council Meetings Start at 8:00 pm; and
Remove the Requirement to Meet Twice a Month and Once a
Month on Specific Days in Certain Months.**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF
HYATTSVILLE, MARYLAND**, adopted pursuant to the authority of Article XI-E of the
Constitution of Maryland and Title 4, Subtitle 3 of the Local Government Article of the Annotated
Code of Maryland (as amended), to amend the Charter of the said City, said Charter being a part
of the public local laws of Maryland (1963 Edition, as amended), which Article contains in whole
or in part the Charter of the City of Hyattsville, Maryland, whereby the Mayor and City Council
seek to amend the City Charter to eliminate the requirement for Council meetings to start at 8:00
p.m.

WHEREAS, the Mayor and City Council believe it is in the interests of residents, staff,
and the elected officials to have flexibility with meeting start times; and

WHEREAS, the Mayor and City Council believe it is in the interests of residents, staff,
and the elected officials to have flexibility in scheduling meetings and permitting Council to
recess; and

WHEREAS, the City Council gave at least twenty-one (21) days advance notice of the
public hearing held regarding adoption of this Resolution and the amendment to the Charter
contained herein.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City
of Hyattsville, Maryland, in regular session assembled:

Section 1: That Article II, § C2-3 of the Charter of the City of Hyattsville, Maryland, be
amended as follows:

§ C2-3 Organization; vacancies; powers and duties of Mayor; meetings; quorum.

* * *

G. The City Council shall meet regularly at such times as scheduled in its annual calendar
which shall be adopted by a resolution each year. The Council shall meet at least once
each calendar month unless it is in recess as declared by a resolution of Council. The City
Council shall hold two (2) regular monthly meetings on the first and third Mondays of each
month at 8:00 p.m.; except during the months of June and August, when there shall be one
(1) meeting on the first Monday of the month, and the months of July and September, when
there shall be one (1) meeting on the third Monday of the month, unless any of said days
is a legal holiday or In the absence of a quorum, should not be present. In such an event,

1 the regular meetings shall be held on the next business day when a quorum can be obtained
2 or at such time as the Mayor may designate, not more than one (1) week from the date that
3 said meeting should have been held.

4
5 * * *

6 **Section 2:** That the date of the adoption of this Resolution is _____, 2025, and that
7 the amendment to the Charter of the City of Hyattsville hereby proposed by this enactment shall
8 become effective on _____, 2025 (50 days after its passage), unless a proper petition for a
9 referendum hereon shall be filed by _____, 202 (40 days after passage) and that an exact copy
10 of this Resolution shall be posted at the main municipal building and a fair summary of the
11 Amendment shall be published in a newspaper having general circulation in the City of Hyattsville
12 not less than four (4) times at weekly intervals within forty (40) days after passage of this Charter
13 Amendment Resolution.

14 **Section 3:** That as soon as the Charter Amendment hereby enacted becomes effective,
15 either as herein provided or following a referendum, the Clerk shall send separately to the
16 Department of Legislative Services, the following information concerning the Charter
17 Amendment: (1) the complete text of this Resolution; (2) the date of referendum election, if any,
18 held with respect thereto; (3) the number of votes cast for and against this Resolution by the Mayor
19 and City Council of the City of Hyattsville or in a referendum; and (4) the effective date of the
20 Charter Amendment.

21 **Section 4:** That the Clerk be, and is specifically enjoined and instructed to carry out the
22 provisions of Sections 2 and 3, and as evidence of compliance herewith the said Clerk shall cause
23 to be affixed to the Minutes of this meeting (1) an appropriate certificate of publication of the
24 newspaper in which the fair summary of the Amendment shall have been published; and (2)
25 records of mailing referred to in Section 3, and shall further complete and execute a Certificate of
26 Compliance.

27 **INTRODUCED** by the Mayor and City Council of the City of Hyattsville, Maryland, at a
28 Regular Meeting on _____, 2025, at which meeting copies were available to the public for
29 inspection, and at which time a public hearing took place.

30 **ADOPTED** by the Mayor and City Council of the City of Hyattsville, Maryland, at a
31 Regular Meeting on _____, 2025, at which meeting copies were available to the public for
32 inspection.

33
APPROVED:

Date

City of Hyattsville, Maryland:

Robert S. Croslin, Mayor

ATTEST/WITNESS:

City of Hyattsville, Maryland:

Date

Nate Groenedyk
City Clerk

1

2

3 [] indicate deletions

4 Underline/**CAPS** indicate additions/amendments to additions

5

6

7 4861-9849-5944, v. 2

City of Hyattsville



Charter Amendment 2025-01
Annual Council Meeting Calendar
August 4, 2025



Charter Amendment 2025-01

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Goal: Provide Flexibility in City Charter & Align with Current Practices

- The proposed Charter Amendment **removes** the requirements that Council Meetings begin at 8 PM and meetings occur twice monthly on Mondays.
- **Adds** the requirement for Council to adopt an annual meeting calendar via Resolution.
 - This resolution may include scheduled Council recesses.
 - Unless the Council is in a schedule recess, one meeting per month is required.

Proposed Language:

- *"The City Council shall meet regularly at such times as scheduled in its annual calendar, which shall be adopted by a resolution each year. The Council shall meet at least once each calendar month unless it is in recess as declared by a resolution of Council."*

Approval Steps

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Charter Amendment Timeline

August 4, 2025: Council Discussion

September 15, 2025: Public hearing at 6:30 PM

October 6, 2025: Scheduled Adoption of the Charter Amendment Resolution

November 25, 2025: Effective Date of the Charter Amendment Resolution (50 days post adoption)