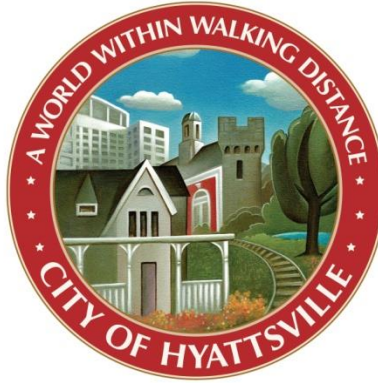




Hyattsville City Council Regular Meeting

Monday, November 16, 2015

8:00 PM

Agenda

- 1. Call to Order and Council Roll Call**
- 2. Pledge of Allegiance to the Flag**
- 3. Approval of Agenda**
- 4. Public Comment (8:10 p.m. – 8:20 p.m.)**
- 5. Presentations (8:20 p.m. – 8:40 p.m.)**
 - (1) FY-2014 Audit Update (5 minutes)
 - (2) Clay Property Presentation (15 minutes)
- 6. Consent Items (8:40 p.m. – 8:45 p.m.)**
 - (1) **166-11-15 Appointment to Planning Committee** I move that the Mayor & Council appoint Rommel Sandino to the City's Planning Committee for a term of two (2) years, expiring on December 31, 2017. – **Solomon**
 - (2) **167-11-15 Appointment to the Health, Wellness and Recreation Advisory Committee** I move that the Mayor & Council appoint Patricia Page to the City's Health, Wellness and Recreation Advisory Committee for a term of two (2) years, expiring on December 31, 2017. – **Solomon**
 - (3) **168-11-15 Magruder Park Courtyard** I move that the Mayor & Council amend the January 31, 2015, agreement with NZI Construction to include work to be done for concrete preparation and installation in the Magruder Park Courtyard at a cost not to exceed \$12,173. – **At the Request of the City Administrator**
 - (4) **172-11-15 Acceptance/Appropriation of FY16 Share Our Strength Grant** I move that the Mayor & Council accept and appropriate into the FY16 budget a grant in the amount of \$2,000 from Share our Strength. Grant funds will be used to provide \$10 vouchers to participants in the City's Healthy Eating Nutritional Tours sponsored by the Department of Community Services, Senior Services Program. Any remaining funds will be used for the matching money program at the City's Farmer's Market. – **At the Request of the City Administrator**

7. Action Items (8:45 p.m. – 9:00 p.m.)

- (1) **169-11-15 UMD Shuttle MOU Renewal** I move that the Mayor & Council authorize the City Administrator to execute a one-year extension to the UMD Shuttle Program Memorandum of Understanding with University of Maryland's Department of Transportation Services effective January 1, 2016 - December 31, 2016, upon the review and approval of the City Attorney for legal sufficiency. – **At the Request of the City Administrator**
- (2) **170-11-15 USPS Parking Lot Lease Renewal** I move that the Mayor & Council authorize the City Administrator to execute a lease agreement with the United States Postal Service for use of 4325 Gallatin Street, Hyattsville as a public parking lot effective until October 31, 2020, upon the review and approval of the City Attorney for legal sufficiency. – **At the Request of the City Administrator**
- (3) **171-11-15 2016 Council Meeting Schedule and FY17 Budget Meeting Schedule** I move that the Mayor & Council adopt the 2016 Council Meeting Schedule and FY2017 Budget Meeting Schedule, as presented. – **At the Request of the City Administrator**

8. Discussion Items (9:00 p.m. – 9:50 p.m.)

At the Request of the City Administrator

- (1) Traffic Calming Procedures (15 minutes)
- (2) Award of Contract for Agenda, Meetings Management, Civic Participation Platform & Video Streaming (10 minutes)

At the Request of the Mayor Hollingsworth

- (1) Authorizing Application for AmeriCorps VISTA Sponsorship – Digital Inclusion and Civic Engagement (15 minutes)
- (2) Participation in AARP Maryland and World Health Organization (WHO) Age-Friendly Cities & Communities Network (10 minutes)

9. Council Dialogue (9:50 p.m. – 10:00 p.m.)

10. Community Notices and Meetings

- (1) Main City Calendar: November 17 - December 13, 2015
- (2) Movin with the Mayor Program
- (3) 2015 Legislative Season Submitted Motions

11. Motion to Adjourn



Hyattsville City Council
4310 Gallatin Street, 3rd floor
Hyattsville, MD 20781

Meeting: 11/16/2015 8:00 PM
Department: Finance Department
Prepared by: Ron Brooks
Sponsors: At the Request of the City Administrator
DOC ID: (ID # 1350)

5.1

Presentations: FY-2014 Audit Update

SUBJECT: FY-2014 Audit Update

SECTION: Presentations

BACKGROUND:

The FY-2014 audit is proceeding well. The auditors recently completed fraud interviews with City employees that were randomly selected by our auditors. Progress has also been made in reviewing investments, debt service and documenting the transaction process for creating tax bills, cash disbursements and fixed assets.

NEXT STEPS:

Continue to push forward with the goal of completing the FY-2014 audit by the end of this calendar year.

ANTICIPATED STAFF RESOURCES REQUIRED TO IMPLEMENT:

The City Treasurer will continue to work with the CohnReznick and Lindsey & Associates to complete all past due audits.

STRATEGIC GOALS

Goal: Goal 4 – Foster Excellence in all City Operations


Tracey Nicholson, City Administrator 11/10/2015



Presentations: Clay Property Presentation

SUBJECT: Clay Property Presentation

SECTION: Presentations

BACKGROUND:

The applicant, The Marvin R. Blumberg Company, represented by Chris Hatcher Esq. of the law firm Rifkin, Weiner, Livingston, Levitan & Silver, LLC., is seeking the City's support for both a proposed rezoning and land exchange of a 12.87-acre parcel known as the Clay Property. The subject property is immediately adjacent to the south of the University Hills neighborhood. The property is subject to the County's Approved Master Plan and Sectional Map Amendment for Planning Area 68, but is proposed to be included located within the boundary of the Prince George's Plaza Transit District Overlay Zone Map Amendment area within the Preliminary Prince George's Plaza Transit District Development Plan.

NEXT STEPS:

Staff anticipates that any discussion/action related to the materials in this presentation would be scheduled in either January or February 2016.

ANTICIPATED STAFF RESOURCES REQUIRED TO IMPLEMENT:

STRATEGIC GOALS

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


Tracey Nicholson, City Administrator 11/10/2015



Memo

To: Mayor and City Council

From: Jim Chandler, Assistant City Administrator

CC: Tracey Nicholson, City Administrator
Katie Gerbes, Community Planner

Date: November 9, 2015

Re: Clay Property Presentation

Summary

The applicant, The Marvin R. Blumberg Company, represented by Chris Hatcher Esq. of the law firm Rifkin, Weiner, Livingston, Levitan & Silver, LLC., is seeking the City's support for both a proposed rezoning and land exchange of a 12.87-acre parcel known as the Clay Property. The subject property is immediately adjacent to the south of the University Hills neighborhood. The subject property is subject to the County's Approved Master Plan and Sectional Map Amendment for Planning Area 68, but is proposed to be located within the boundary of the Prince George's Plaza Transit District Overlay Zone Map Amendment area within the Preliminary Prince George's Plaza Transit District Development Plan.

The applicant has submitted a formal request to the Prince George's County Planning Board and District Council that the Clay Property be rezoned from the R-80 Zone to the R-20 Zone. In addition to the rezoning request, the applicant has proposed a land swap that would include a portion of the subject property in exchange for property owned by the Maryland-National Capital Park & Planning Commission.

The Preliminary Prince George's Plaza Transit District Development Plan did not include a recommendation for rezoning.

Below is a summary of the proposed differences between the existing and proposed zoning categories:

Zoning	Description	Standard Lot	Max Dwellings
--------	-------------	--------------	---------------

			Per Acre
R-80	One-Family Detached Residential - Provides for variation in the size, shape, and width of subdivision lots to better utilize the natural terrain and to facilitate planning of single-family developments with lots and dwellings of various sizes and styles.	9,500 sq.ft.	4.5
R-20	One-Family Triple-Attached Residential - Permits single-family detached, semidetached and triple-attached and townhouse development. Detailed Site Plan approval required for townhouses. Standard lot sizes - 3,200 sq. ft. for end lots	2,000 sq.ft. for interior townhouse lots	16.3

Staff anticipates that any discussion/action related to the materials in this presentation would be scheduled in either December 2015 or January 2016.

RIFKIN WEINER LIVINGSTON
LEVITAN & SILVER LLC

ATTORNEYS AT LAW

WWW.RWLLS.COM

Alan M. Rifkin
Arnold M. Weiner
Scott A. Livingston (MD, DC)
Laurence Levitan†
Michael V. Johansen
Joel D. Rozner (MD, DC)
Richard K. Reed
M. Celeste Bruce (MD, DC)
Joyce E. Smiley (MD, DC, NH)
Jamie Eisenberg Katz (MD, DC, NY)
Charles S. Fax (MD, DC, NY)
Patrick H. Roddy
Eric L. Bryant
Michael D. Berman (MD, DC)
Alan B. Sternstein (MD, DC)
Barry L. Gogel
Aron U. Raskas (MD, DC)
Michael S. Nagy
Liesel J. Schopler (MD, DC)
Christopher L. Hatcher
Michael A. Miller
Russell Gray (MD, DC)
Joy K. Weber
Rick Abbruzzese†
Brad I. Rifkin
Isabella C. Demougeot (MD, DC)
Reuben W. Wolfson (MD, DC)
Lance W. Billingsley†
Elizabeth K. Miller†
John C. Reith (Nonlawyer/Consultant)
† Of Counsel
Edgar P. Silver (1923-2014)

September 28, 2015

7979 Old Georgetown Road, Suite 400
Bethesda, Maryland 20814
(301) 951-0150 • (301) 951-0172 fax

225 Duke of Gloucester Street
Annapolis, Maryland 21401
(410) 269-5066 • (410) 269-1235 fax

2002 Clipper Park Road, Suite 108
Baltimore, Maryland 21211
(410) 769-8080 • (410) 769-8811 fax

14760 Main Street, Suite 204
Upper Marlboro, Maryland 20772
(301) 345-7700 • (301) 345-1294 fax

VIA HAND DELIVERY

The Honorable Candace Hollingsworth
City of Hyattsville
4310 Gallatin Street
Hyattsville, Maryland 20781

Re: Clay Property - Prince George's Plaza Transit District
Development Plan for the Transit District Overlay Zone

Dear Mayor Hollingsworth:

The Marvin R. Blumberg Company, its successors, heirs, and assigns (hereinafter the “**Applicant**”) by its attorneys, Rifkin, Weiner, Livingston, Levitan & Silver, LLC, respectfully requests that the City of Hyattsville (hereinafter the “**City**”) recommend to the Prince George's County (hereinafter the “**County**”) Planning Board and District Council that the Clay Property be rezoned from the R-80 Zone to the R-20 Zone. Additionally, the Applicant requests that the City support a proposal involving an exchange of land between the Clay Property and

The Honorable Candace Hollingsworth

September 28, 2015

Page 2

property owned by the Maryland-National Capital Park and Planning Commission located adjacent to the Clay Property.

I. GENERAL PROPERTY DATA

- | | |
|-----------------------------|--|
| A. Location: | The Clay Property is located approximately 1130 feet north of the Northwest and Dean Drive intersection at the end of Dean Drive. A location map which outlines the Clay Property in red is enclosed as Exhibit 1. |
| B. Tax Map #: | Map 32, Grid F-4. |
| C. Frontage: | Dean Drive.
Calverton Drive.
Rosemary Lane. |
| D. Election District: | 17. |
| E. Legislative District: | 22. |
| F. Councilmanic District: | 2. |
| G. Municipality: | City of Hyattsville. |
| H. Acreage: | ±12.87. |
| I. Zone: | R-80. |
| J. Subdivision Information: | Parcel 102. |
| K. Water Category: | 3. |
| L. Sewer Category: | 3. |
| M. Historic: | N/A. |
| N. Master Plan & SMA: | The Clay Property is currently subject to the <i>Approved Master Plan and Sectional Map Amendment for Planning Area 68</i> . |

The Honorable Candace Hollingsworth
 September 28, 2015
 Page 3

O. General Plan: The Clay Property is located within the “Downtown” area of the *Plan Prince George’s 2035* Approved General Plan.

II. BACKGROUND

A. **Approved Master Plan and Sectional Map Amendment for Planning Area 68**

The Clay Property is currently located within the boundaries of the 1994 *Approved Master Plan and Sectional Map Amendment for Planning Area 68*. The Sectional Map Amendment approved as part of this plan rezoned the Clay Property from the R-55 Zone to the R-80 Zone. The Master Plan recommended that a portion of the Clay Property be used as parkland.

B. **Plan Prince George’s 2035 Approved General Plan**

The Clay Property is located within the Prince George’s Plaza “Downtown” area as designated by the *Plan Prince George’s 2035* Approved General Plan. As with all Downtown areas, the Prince George’s Plaza Regional Transit Center encourages more intense development in order to leverage the public infrastructure resources expended within this area. *Plan Prince George’s 2035* also recognizes the need for diversity of housing type in all areas of the County.

C. **Potential Land Exchange with Department of Parks and Recreation**

The Applicant is currently coordinating with the Maryland-National Capital Park and Planning Commission, Department of Parks and Recreation, concerning its request for an exchange of land between a portion of the Clay Property and an adjacent property previously donated to the Maryland-National Capital Park and

The Honorable Candace Hollingsworth
September 28, 2015
Page 4

Planning Commission for parkland. The Clay Property is uniquely situated within the boundaries of the *Preliminary Prince George's Plaza Transit District Development Plan and Proposed Transit District Overlay Zone Map Amendment*, is adjacent to the University Hills community, an existing single-family detached neighborhood, and is adjacent to the Ash Hill/Hitching Post Hill historic site.¹ The purpose of the land exchange is to facilitate development at an intensity consistent with the goals of the Downtown area as defined by *Plan Prince George's 2035* and, at the same time, address community stakeholder's desires.

III. REZONING REQUEST

The Applicant respectfully requests that the City recommend to the County Planning Board and District Council that the Clay Property be rezoned from the R-80 Zone to the R-20 Zone. The R-20 Zone will allow the Applicant to plan a development of appropriate intensity on the Clay Property consistent with the *Plan Prince George's 2035* Downtown vision. In addition, the R-20 Zone will allow the Applicant to develop the Clay Property in a manner that addresses community stakeholder concerns.

A. Consistency with Downtown Vision

The R-20 Zone will allow the Applicant to plan a community that is consistent with the *Plan Prince George's 2035* vision for this Downtown area. The Clay Property is currently zoned R-80. The R-80 Zone generally allows for single-family detached residential dwelling units. The estimated average number of units

¹ Ash Hill/Hitching Post Hill is #68-001 on the National Register of Historic Places.

The Honorable Candace Hollingsworth

September 28, 2015

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in the R-80 Zone is 3.4 dwelling units per acre.² The maximum number of single-family detached residential dwelling units per utilizing the estimated average number of units on the Clay Property is approximately 43.³ Development of single-family detached residential dwelling units at this density is not consistent with the Downtown vision outlined in the *Plan Prince George's 2035*. Furthermore, this density is inconsistent with the vision for the Downtown as outlined in the *Preliminary Prince George's Plaza Transit District Development Plan and Proposed Transit District Overlay Zone Map Amendment*.⁴

The Applicant intends to request that the County Planning Board and District Council rezone the Clay Property to the R-20 Zone. As amended by the Transit Development District Plan, the R-20 Zone generally allows for single-family attached residential dwelling units.⁵ The maximum density for single-family attached residential dwelling units in the R-20 Zone is 16.33 dwelling units per acre. The maximum number of single-family attached residential dwelling units per acre on the Clay Property is approximately 210. Density in this range is consistent with the *Plan Prince George's 2035* and *Preliminary Prince George's*

² The maximum density for single-family detached residential dwelling units in the R-80 Zone is 4.5 dwelling units per acre.

³ The maximum number of dwelling units utilizing the maximum density in the R-80 Zone is approximately 57.

⁴ Please see the discussion on page 185 of the *Preliminary Prince George's Plaza Transit District Development Plan and Proposed Transit District Overlay Zone Map Amendment* which relates to the density in the TDDP. Specifically, this section states: "Single-family attached housing is prohibited in the R-10 zone and is limited in other residential and mixed-use zones to 6-8 dwelling units per acre. **This density is wholly inadequate and inappropriate for modern real estate products, especially in a Transit District.**"

⁵ According to the Zoning Ordinance, without any Transit Development District Plan amendments, the R-20 Zone is for single-family triple-attached residential dwelling units.

The Honorable Candace Hollingsworth
September 28, 2015
Page 6

*Plaza Transit District Development Plan and Proposed Transit District Overlay
Zone Map Amendment* visions.

B. Community Stakeholders

The *Preliminary Prince George's Plaza Transit District Development Plan and Proposed Transit District Overlay Zone Map Amendment* planning process has been a collaborative effort between planning staff, County agencies, property owners, and community stakeholders. Through this collaborative process, several community stakeholder issues associated with the potential development on the Clay Property have emerged. First, residents are interested in retaining a buffer along the frontage of the Ash Hill/Hitching Post Hill historic site. Second, community stakeholders are interested in retaining some type of buffer between the existing single-family detached residential dwelling units along the eastern border of the Clay Property.⁶ Finally, the community stakeholders do not want a roadway connection to Rosemary Lane or Calverton Drive through the Clay Property.

Developing the Clay Property with single-family attached residential dwelling units at the density permitted by the R-20 Zone allows the Applicant to plan a residential development at a density consistent with the vision for the Prince George's Plaza Downtown, while addressing the community needs. Development in the R-20 Zone will allow the Applicant to provide an improved setting serving the

⁶ It is not clear at this point whether the buffer should be more traditional with vegetation or should include single-family detached dwelling units. The Applicant will continue to coordinate with the community on this issue.

The Honorable Candace Hollingsworth

September 28, 2015

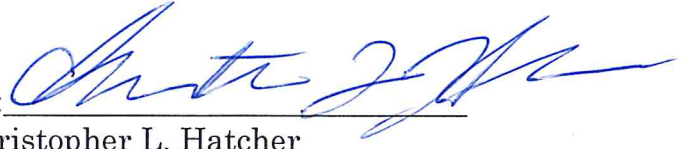
Page 7

Ash Hill/Hitching Post Hill historic site.⁷ In addition, the R-20 zone will allow the Applicant to provide for a buffer along the eastern border of the Clay Property adjacent to the existing single-family homes.⁸ Finally, the Applicant does not intend to propose the undesired full-service roadway connections to Rosemary Lane and Calverton Drive through the Clay Property. Thus, with the requested rezoning, community stakeholder concerns can be addressed.

IV. CONCLUSION

The Applicant respectfully requests that the City recommend to the County Planning Board and District Council that the Clay Property be rezoned from the R-80 Zone to the R-20 Zone. Additionally, the Applicant requests that the City support a proposal involving an exchange of land between the Clay Property and the property owned by the Maryland-National Capital Park and Planning Commission located adjacent to the Clay Property.

RIFKIN, WEINER, LIVINGSTON
LEVITAN AND SILVER, LLC

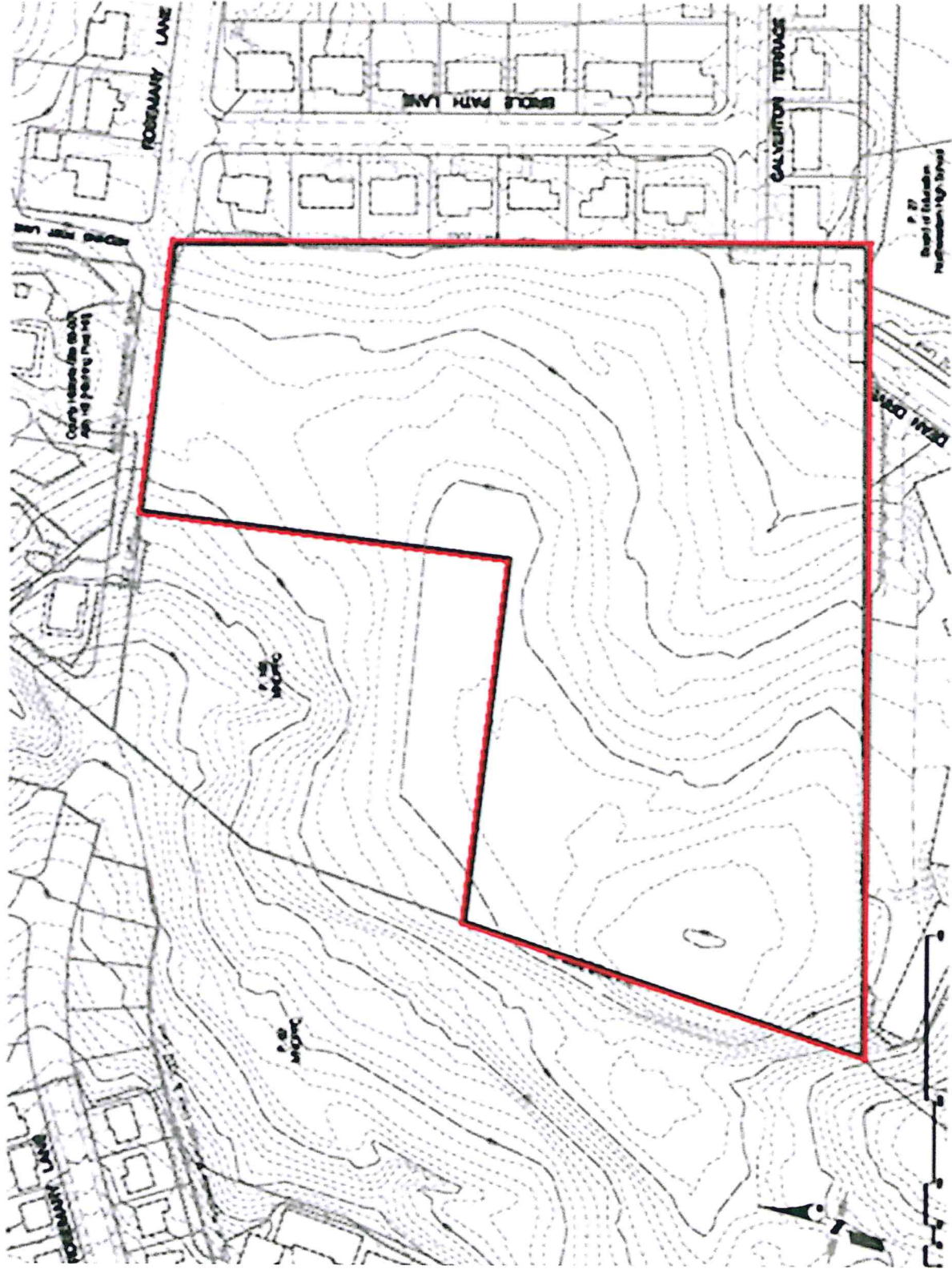
By: 

Christopher L. Hatcher

⁷ With this buffer, the Applicant will not be able to achieve the maximum density of 210 dwelling units. However, the increased density and the ability to develop the property with single-family attached dwelling units associated with the R-20 Zone allows the Applicant to achieve the necessary intensity of development even with the loss of developable area.

⁸ Again, with this buffer, the Applicant will not be able to achieve the maximum density of 210 dwelling units.

EXHIBIT 1



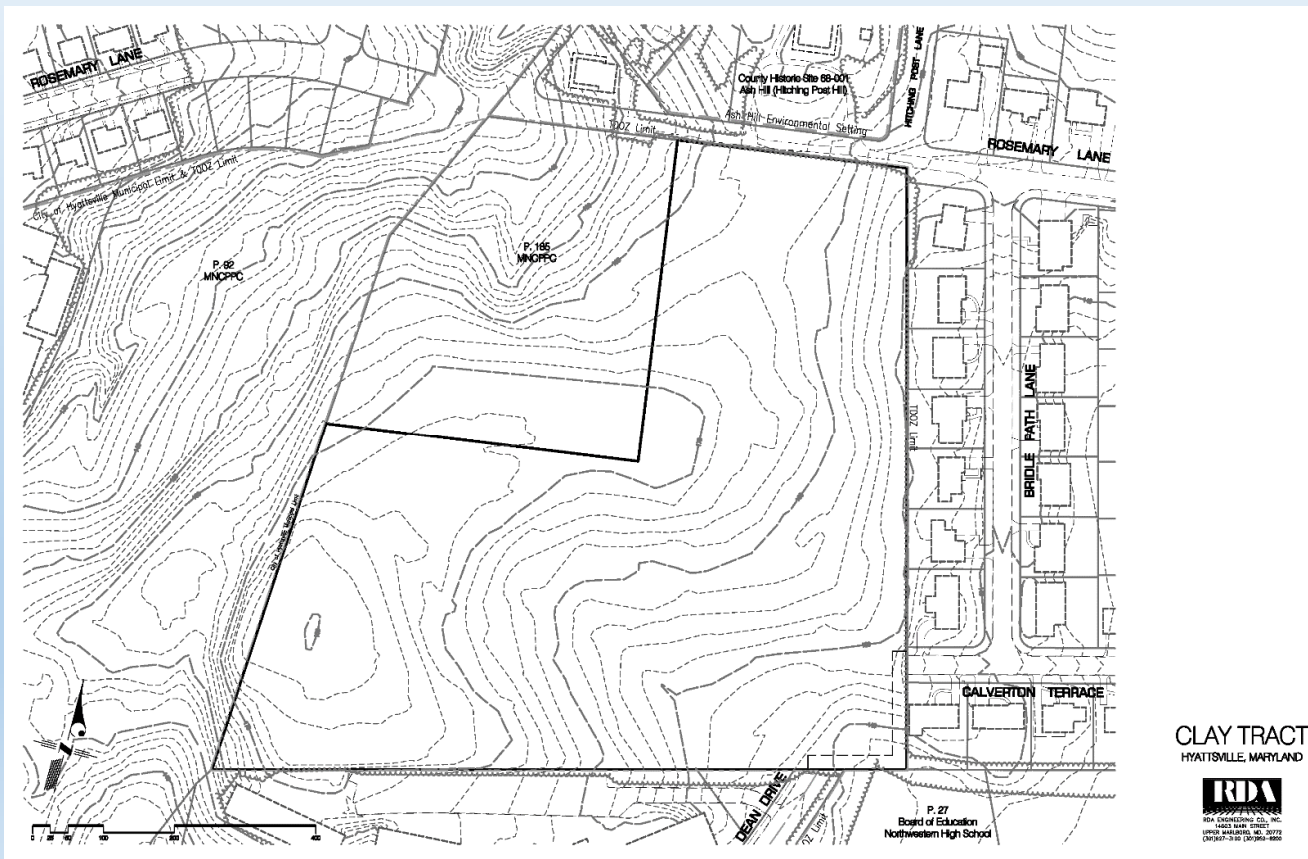
Prince George's Plaza Preliminary TDDP/TDOZ Boundaries



Prince George's Plaza Preliminary TDDP/TDOZ Clay Property Illustrative

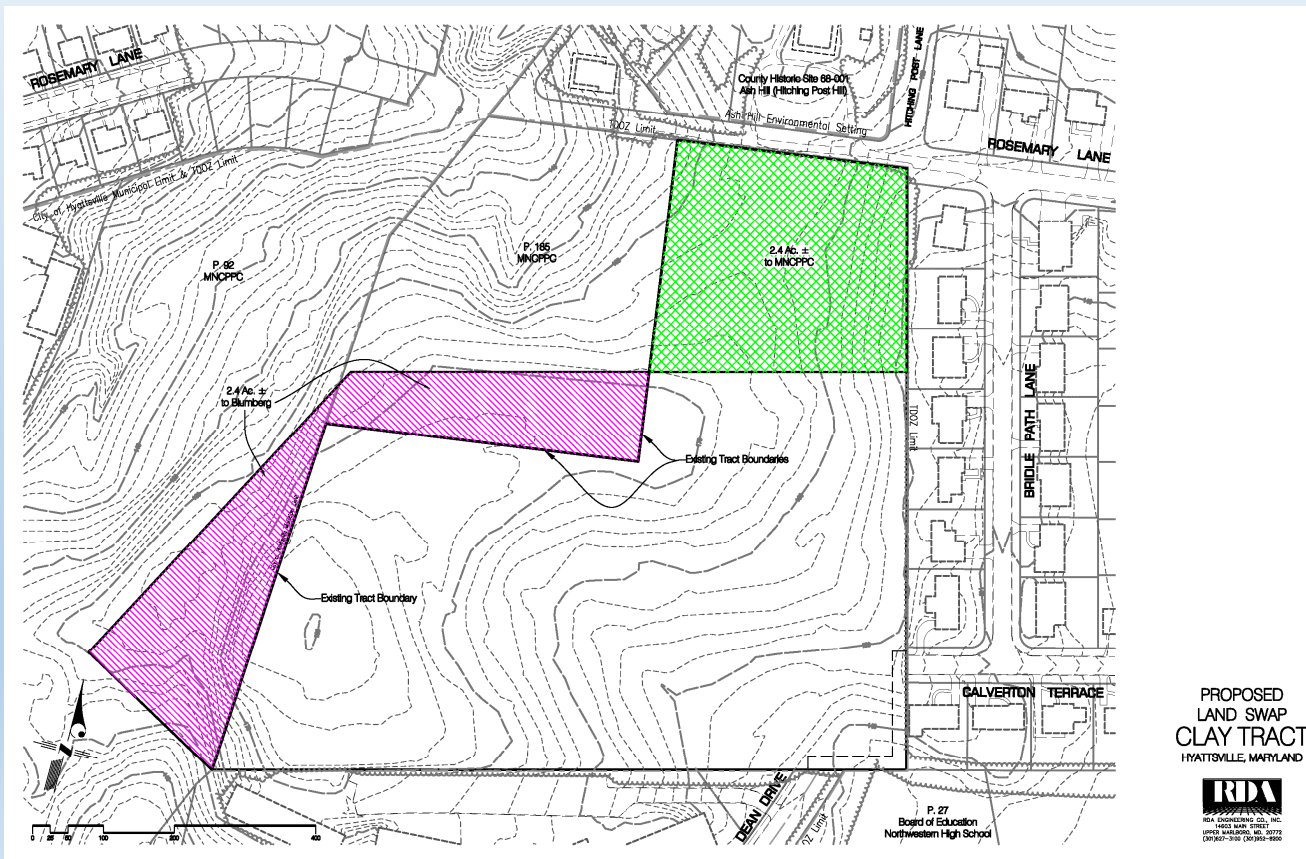


Clay Property Boundaries



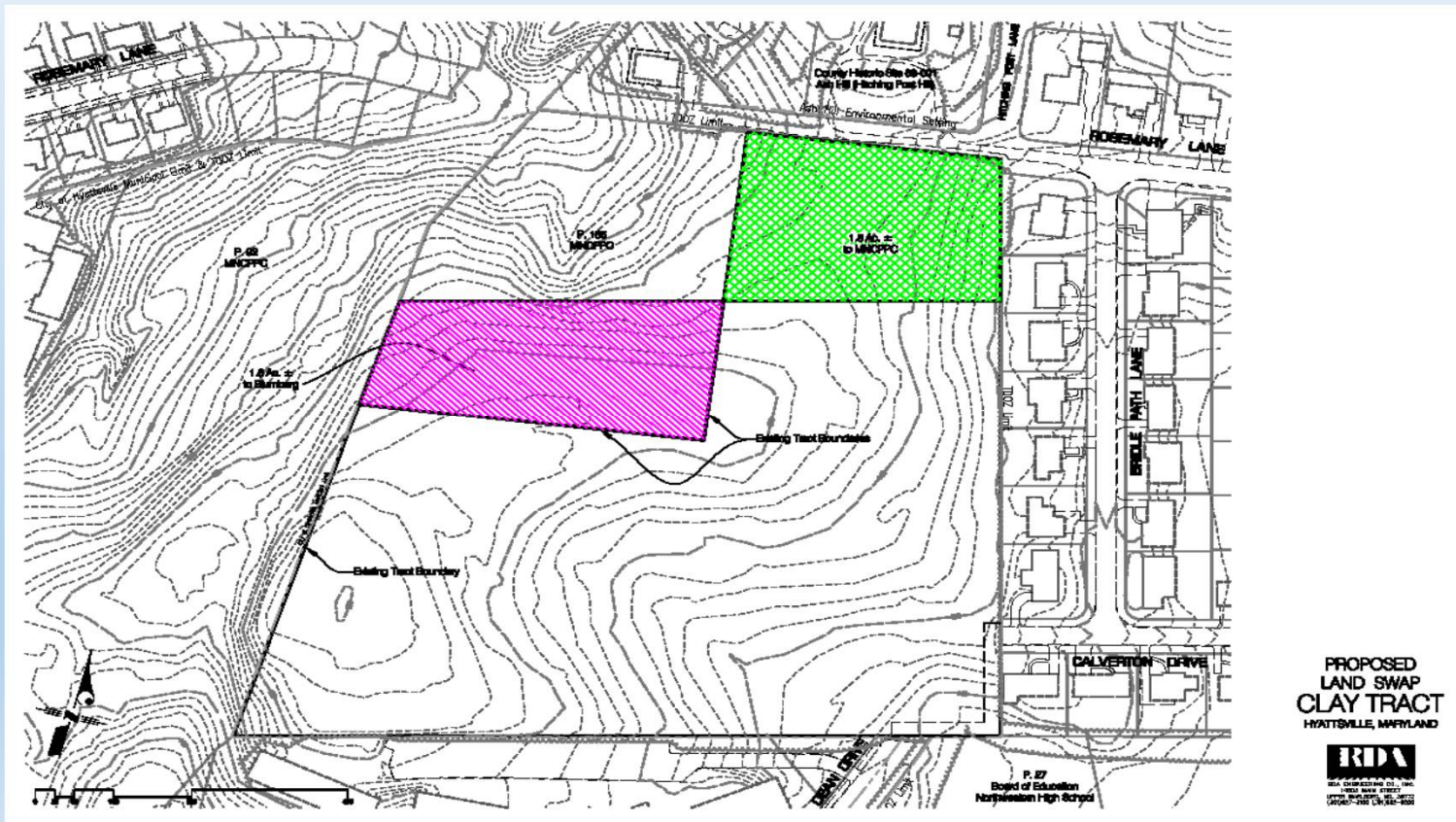
Clay Property

1st Land Exchange Proposal



Clay Property

2nd Land Exchange Proposal





Consent Items: MOTION #166-11-15 Appointment to Planning Committee

SUBJECT: Appointment to Planning Committee

SECTION: Consent Items

RECOMMENDED ACTION:

Motion #166-11-15

I move that the Mayor & Council appoint Rommel Sandino to the City's Planning Committee for a term of two (2) years, expiring on December 31, 2017.

BACKGROUND:

n/a

NEXT STEPS:

n/a

ANTICIPATED STAFF RESOURCES REQUIRED TO IMPLEMENT:

n/a

STRATEGIC GOALS

Goal: Goal 1 - Ensure Transparent and Accessible Governance

Action: 1.1 Provide information and opportunities for resident participation in civic ende

FISCAL IMPACT:

None


Tracey Nicholson, City Administrator 11/6/2015



**CITY OF HYATTSVILLE
COMMITTEE / BOARD APPLICATION**

**APPLICANT
INFORMATION**

NAME OF COMMITTEE/BOARD:	Planning Committee
NAME OF APPOINTEE:	Rommel Sandino
ADDRESS:	
WARD #:	5
EMAIL:	
PHONE NUMBER:	
REFERRED BY:	CM Joseph Solomon

BIOGRAPHICAL STATEMENT:

Please provide a brief background statement including why you are interested in being appointed to a committee. This statement will be posted on the City's website.

BIO STATEMENT (FOR POSTING ON CITY WEBSITE):	
My family and I have been proud homeowners in this diverse and vibrant City for the past ten years. I currently work with local low-income communities, mostly immigrants, to improve and expand their quality of life. I know the importance and impact that infrastructure and community layout has on families. I would like to bring new insight to the planning process to ensure that investment and development the City is attracting will continue to build and ensure strong, thriving communities.	

For internal use:

DATE INFORMATION RECEIVED:	
APPROVED BY COUNCIL (DATE & MOTION NUMBER):	
DATE OF TERM EXPIRATION:	
DATE POSTED ON WEBSITE	



Consent Items: MOTION #167-11-15 Appointment to the Health, Wellness and Recreation Advisory Committee

SUBJECT: Appointment to the Health, Wellness and Recreation Advisory Committee

SECTION: Consent Items

RECOMMENDED ACTION:

Motion #167-11-15

I move that the Mayor & Council appoint Patricia Page to the City's Health, Wellness and Recreation Advisory Committee for a term of two (2) years, expiring on December 31, 2017.

BACKGROUND:

n/a

NEXT STEPS:

n/a

ANTICIPATED STAFF RESOURCES REQUIRED TO IMPLEMENT:

n/a

STRATEGIC GOALS

Goal: Goal 1 - Ensure Transparent and Accessible Governance

Action: 1.1 Provide information and opportunities for resident participation in civic ende

FISCAL IMPACT:

None


Tracey Nicholson, City Administrator 11/10/2015



**CITY OF HYATTSVILLE
COMMITTEE / BOARD APPLICATION**

**APPLICANT
INFORMATION**

NAME OF COMMITTEE/BOARD:	Health, Wellness, and Recreation
NAME OF APPOINTEE:	Patricia Page
ADDRESS:	
WARD #:	5
EMAIL:	
PHONE NUMBER:	
REFERRED BY:	CM Joseph Solomon

BIOGRAPHICAL STATEMENT:

Please provide a brief background statement including why you are interested in being appointed to a committee. This statement will be posted on the City's website.

BIO STATEMENT (FOR POSTING ON CITY WEBSITE):	
Through life experience I've learned that healthy people create happier communities and happier work environments. By becoming healthier individuals we can spread the benefits of health and wellness throughout City and our places of work. I work in Division of Mathematical Sciences at the Nation Science Foundation where I lead a team of administrative professionals in assisting the scientific community in awarding grants to academic institutions and non-profit organizations. I have also served on the Combined Federal Campaign to support and promote philanthropy throughout the federal workplace.	

For internal use:

DATE INFORMATION RECEIVED:	
APPROVED BY COUNCIL (DATE & MOTION NUMBER):	
DATE OF TERM EXPIRATION:	
DATE POSTED ON WEBSITE	



Consent Items: MOTION #168-11-15 Magruder Park Courtyard

SUBJECT: Magruder Park Courtyard

SECTION: Consent Items

RECOMMENDED ACTION:

Motion #168-11-15

I move that the Mayor & Council amend the January 31, 2015, agreement with NZI Construction to include work to be done for concrete preparation and installation in the Magruder Park Courtyard at a cost not to exceed \$12,173.

BACKGROUND:

Item was discussed during the November 2, 2015 Council meeting. See attached memo.

NEXT STEPS:

Schedule concrete work w/ contractor

ANTICIPATED STAFF RESOURCES REQUIRED TO IMPLEMENT:

Grant funding. Coordination w/ contractors and artists

STRATEGIC GOALS

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

FISCAL IMPACT:

\$12,173


Tracey Nicholson, City Administrator 11/10/2015

NZI CONSTRUCTION CORP.

11601 Spruce Avenue
 Beltsville, MD 20705
 (301) 937-8990
 (301) 937-2514 Fax

Proposal

DATE	OUR JOB No.
5/13/2015	14-01
SHIP TO:	
Magruder Park REDACTED Sculpture	

To: City of Hyattsville
 4310 Gallatin Street
 Hyattsville MD 20781
 Attn: Mr. Joe Buckholtz

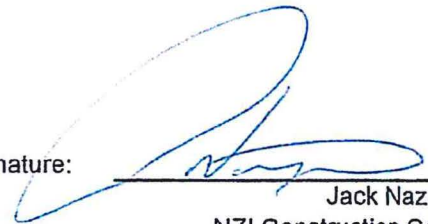
We hereby propose to furnish, in accordance with specifications below or on, attached pages, all labor and material necessary to complete the following:

Qty	Description	Unit	Total
	<u>Concrete Foundation for Statue</u>		
1.00 ls	Excavate 36" of soil for foundation	\$3,000.00	\$3,000.00
1.00 ls	Form and Install concrete footing 36" deep	\$8,333.00	\$8,333.00
168 sf	Remove and replace concrete sidewalk.	\$5.00	\$840.00
	**Proposed benches to be installed on existing concrete.		
Total Proposal Amount			\$12,173.00

Payment to be made as follows:

All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above or attached specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

Signature: _____



Jack Nazario
 NZI Construction Corp.

Acceptance of Proposal

The above or attached prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined.

Signature: _____

Signature: _____

Date of Acceptance: _____

Attachment: Magruder Courtyard_NZI Proposal (1328 : Magruder Park Courtyard)



MEMO TO: Tracey E. Nicholson, City Administrator
 CC: Jake Rollow, Director of Community Services
 Lesley Riddle, Director of Public Works
 FROM: Cheri Everhart, Recreation Event Coordinator
 DATE: October 28, 2015
 SUBJECT: Magruder Park Courtyard Project

In 2010, the City pursued the development of a project to commemorate the life of a notable local resident. Conversations with the family and their representatives led to the idea of a project to redevelop part of Magruder Park.

In April 2012, the Mayor and City Council passed motion 72-04-12, authorizing the expenditure of \$50,000 to develop the Magruder Park Courtyard to honor the memory of the notable local resident. In addition, the Mayor and City Council entered into a contract for the production and installation of the Courtyard. The contract approved by the City Attorney, and was signed in January 2013. The project cost includes artist fees, production and installation, and was encumbered in FY12 from prior year capital improvement bonds designated for park improvements.

Invoices for the project are due upon the completion of each stage of the project. Invoices 1 and 2 for \$25,000 were paid following completion of the preliminary design and execution of the contract. The remaining balance of \$25,000 will be due following the fabrication of the pieces and installation.

The project was delayed due to the artist's schedule. The pieces have been fabricated and are being stored in the fabricator's warehouse awaiting site preparation and installation. The tentative time frame for installation will be Summer 2016. A community dedication will be planned shortly after installation is completed.

The City has received a proposal from NZI Construction Corp. for site preparation, including excavation of soil and installation of concrete footings in the garden circle at Magruder Park. The quote for site preparation totals \$12,173 and will be paid for out of the capital improvement bond used to fund the original project.

The City is also concerned by vandalism at the park, and how it could impact this installation. With that in mind, we plan to install an additional security camera in the area, and to have a protective varnish painted onto the installation. We have also notified the family of our concern, and that we cannot guarantee the safety of the installation.

CONTRACT FORM – CITY OF HYATTSVILLE**AGREEMENT**

THIS AGREEMENT is made this 31 day of January, 2015, by and between **THE CITY OF HYATTSVILLE**, a municipal corporation of the State of Maryland, hereinafter referred to as the “City,” and **NZI Construction Corporation**, hereinafter referred to as “Contractor”.

RECITALS

WHEREAS, the Hyattsville City Council authorized the City Administrator to enter into a contract regarding 2014 – 2015 Infrastructure projects including Banner, Buchanan, 41st and Crittenden Street, University Hills Sidewalk and Street Renovation, Melrose Trail Improvements, Banner, Buchanan, and 40th Street renovation, Storm Water Mitigation at Nicholson Street and miscellaneous curb, gutter, street milling, paving , installation of retaining walls and other infrastructure work required by the Department of Public Works, hereafter named the “Project” in an amount not to exceed \$1,500,000.00.

WHEREAS, the Contractor and the City pursuant to that authorization are entering into this Agreement for the above Project pursuant to Prince Georges County Contract Award , No. 893-8 /H (D)/A, Transforming Neighborhood Initiative (TNI) Road Improvements, in an amount not to exceed \$1,859,425.00 and executed on or about September 24, 2014. A copy of this contract is hereby incorporated within, in exchange for the same unit price fee schedule as bid and accepted by Prince George’s County and offer to the City.

TERMS

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

ARTICLE I. SCOPE OF SERVICES

The Project shall include all work outlined in the recitals above, in the drawing for the Project and related documents. The Project will include all concrete, asphalt base repair, milling and paving, excavating, installation of storm water conveyance, intersection tables and under-drains as outlined in the above recitals, within project proposals, within construction schedules, as well as all other work as may be reasonably required by the City.

ARTICLE II. PERIOD OF PERFORMANCE

Contractor agrees to commence work immediately upon execution of the Contract and shall perform all other services required by this Agreement or by the City as expeditiously as is consistent with good professional skill and best industry practice. Time is critical factor in the successful execution of the terms of this Agreement.

ARTICLE III. FEE FOR SERVICES

In exchange for these good and valuable services the Contractor will receive a fee as follows: The unit price for each of the components of this project, installed in place, are those quoted in Price Georges County Government Contract - No. 893-8 /H (D)/A. Invoices will be provided on a regular basis and will be submitted within the first five business days of the following month. The invoice will list the cost of each installed component, or part of installed component, by quantity installed by unit price, by street section, by block number, with totals for each component and a grand total.

ARTICLE IV. THE CONTRACT DOCUMENTS

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

- A. Contractors Proposal
- B. City of Hyattsville Bidding Specifications and Standards for Public Works Construction
- C. Prince Georges County Contract No. 893-8 /H (D)/A

ARTICLE V. CONTRACTOR SERVICES

As directed by the City, Contractor shall:

- A. Be responsible for the preparation, technical completeness and sufficiency of all submitted proposals.
- B. Comply with the Prince George's County Code, the City of Hyattsville Code and Charter, The City of Hyattsville Specifications and Standards for Public Works Construction, when applicable, and all pertinent Federal, State, and County laws and regulations.
- C. Attend hearing/conferences with City or persons designated by City as necessary for the successful completion of this Agreement.
- D. Be responsible directly to the City Administrator or their designee, who is the City's agent and duly authorized representative to whom Contractor shall ordinarily direct communication and submit documents for approval and from whom Contractor shall receive directions concerning the subject of this Agreement and approval of any documents in writing. Any revisions requiring additional compensation to Contractor shall not be commenced without the City's written authorization approved by the City Administrator.
- E. Prior to final payment to a contractor or a subcontractor, arrange for a final inspection by the City and review all outstanding claims which have not been settled during the construction phase of the Project contemplated by this Agreement and prepare a written report outlining the background and status of such claims and making recommendations as to the ultimate disposition of such outstanding claims.

ARTICLE VI. CITY'S RESPONSIBILITY

The City shall provide information regarding its requirements, including related budgetary information. However, the Contractor shall notify the City in writing of any information or requirements provided by the City, which the Contractor believes to be inappropriate.

ARTICLE VII. COOPERATION

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

ARTICLE VIII. OWNERSHIP OF DOCUMENTS

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

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

ARTICLE IX. SPECIAL PROVISIONS

- A. Contractor may not assign or transfer any interest in this Agreement except with City's written approval.
- B. City may waive specific minor provisions of the Agreement on Contractor's request in the interest of expediting the contract. Waiver shall not constitute a waiver of any liability ensuing there from.
- C. Except as otherwise provided in the contract documents, the City Administrator, shall decide all disputes after consultation with Contractor, and any other appropriate parties. The City Administrator's decision shall be reduced to writing and delivered to Contractor and such dispute resolution shall not be considered a Change pursuant to this contract unless the dispute resolution modifies either the services rendered or the total fee for services as provided herein .
- D. The City Administrator's decision shall be final and conclusive.
- E. Until a dispute is finally resolved, Contractor shall proceed to meet the terms of this Agreement and comply with City Administrator's orders.
- F. Contractor shall not hire or pay any employee of the City or any department, commission agency or branch thereof.
- G.

ARTICLE X. TERMINATION

- A. This Agreement may be terminated by the City at the City's convenience upon not less than thirty (30) days written notice to the Contractor.
- B. In the event of termination, which is not the fault of Contractor, the City shall pay to Contractor the compensation properly due for services properly performed or goods properly delivered prior to the effective date of the termination and for reasonable reimbursable expenses properly incurred prior to the termination. No damages or expenses for lost profit, overhead or discontinuation of contract will be payable by the City.

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

ARTICLE XI. APPLICABLE LAW

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

ARTICLE XII. CHANGES

A. The City Administrator may, at any time, by written order designated or indicated to be a change order, make any change in the work within the general scope of this Agreement,

provided any change is co-signed by the City Treasurer, or in his or her absence, the Mayor.

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

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

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

E. The amount of any adjustment to the contract sum under this clause shall be a negotiated fixed fee.

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

ARTICLE XIII. SUCCESSORS AND ASSIGNS

The parties each binds itself, its partners, successors, assigns and legal representatives to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither party shall assign, sublet or transfer his interest, including but not limited to the proceeds thereof, in this Agreement, without the written consent of the other party.

ARTICLE XIV. INSURANCE

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

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

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

1. Personal injury liability insurance with a limit of \$1,000,000.00 for each occurrence and \$1,000,000.00 aggregate, where insurance aggregates apply; and
2. Property damage liability insurance with limits of \$1,000,000.00 for each occurrence and \$5,000,000.00 aggregate, where aggregates apply.

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

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

D. Contractor shall obtain both performance and Restoration bonds, acceptable to the City prior to commencing any public works construction project.

ARTICLE XV. INDEMNIFICATION

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

ARTICLE XVI. ADA COMPLIANCE

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

ARTICLE XVII. CERTIFICATIONS OF CONTRACTOR

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

ARTICLE XVIII. SET-OFF

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

ARTICLE XIX. MISCELLANEOUS

A. This Agreement is subject to audit by the City, and the Contractor agrees to make all of its records relating to the goods or services provided to the City available to the City upon request and to maintain those records for six (6) years following the date of substantial completion of this Agreement; or a longer period, if reasonably requested by the City.

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

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

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

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

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

CONTRACTOR

By: 

THE MAYOR AND CITY COUNCIL OF HYATTSVILLE

By: 

Concept plan will be inserted.



Consent Items: MOTION #172-11-15 Acceptance/Appropriation of FY16 Share Our Strength Grant

SUBJECT: Acceptance/Appropriation of FY16 Share Our Strength Grant

SECTION: Consent Items

RECOMMENDED ACTION:

Motion #172-11-15

I move that the Mayor & Council accept and appropriate into the FY16 budget a grant in the amount of \$2,000 from Share our Strength. Grant funds will be used to provide \$10 vouchers to participants in the City's Healthy Eating Nutritional Tours sponsored by the Department of Community Services, Senior Services Program. Any remaining funds will be used for the matching money program at the City's Farmer's Market.

BACKGROUND:

On November 9, 2015 the City was notified that it has been awarded grant funding in the amount of \$2,000 from Share our Strength to continue the Healthy Eating Nutritional Tours. This program is sponsored by the Department of Community Services. The Community Services Manager and Senior Services Coordinator have been hosting monthly Call-A-Bus trips for Seniors to Price Rite. This program will give them a \$10 Voucher to use each trip.

NEXT STEPS:

Upon approval, the City Administrator will execute the grant agreement.

ANTICIPATED STAFF RESOURCES REQUIRED TO IMPLEMENT:

n/a

STRATEGIC GOALS

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

FISCAL IMPACT:

\$2,000 grant acceptance and appropriation



Hyattsville City Council
4310 Gallatin Street, 3rd floor
Hyattsville, MD 20781

Meeting: 11/16/2015 8:00 PM

Department: Clerk's Office

Prepared by: Laura Reams

Sponsors: At the Request of the City Administrator

DOC ID: (ID # 1349)

6.4

Consent Items: MOTION #172-11-15 Acceptance/Appropriation of FY16 Share Our Strength Grant


Tracey Nicholson, City Administrator 11/10/2015



Action Items: MOTION #169-11-15 UMD Shuttle MOU Renewal

SUBJECT: UMD Shuttle MOU Renewal

SECTION: Action Items

RECOMMENDED ACTION:

Motion #169-11-15

I move that the Mayor & Council authorize the City Administrator to execute a one-year extension to the UMD Shuttle Program Memorandum of Understanding with University of Maryland's Department of Transportation Services effective January 1, 2016 - December 31, 2016, upon the review and approval of the City Attorney for legal sufficiency.

BACKGROUND:

In November 2014, the City of Hyattsville entered into a Memorandum of Understanding with the University of Maryland's (UMD) Department of Transportation to allow City residents to participate in the UMD Shuttle program, free of charge, with the City paying a one-year flat fee of \$6,000.00. The MOU authorizes the City to issue up to 1,000 bus passes to City residents to participate in the UMD Shuttle program.

To date the City has issued one-hundred one (101) UMD Shuttle passes to residents. The participation figure exceeds the 40 - 50 pass estimate that Staff projected for the first year of the program with fairly minimal advertising for the program. The applications are processed by the City's front office staff, which required some dedicated initial start-up of the program, but has since averaged one application per week. Attached to this item is the current MOU between the City of Hyattsville and the UMD Department of Transportation. The City intends to increase advertising which will hopefully garner more resident interest.

NEXT STEPS:

Extend the MOU and increase advertising of the program advantages and routes.

ANTICIPATED STAFF RESOURCES REQUIRED TO IMPLEMENT:

Staff will continue administering the program consistent with the terms and conditions of the MOU.

STRATEGIC GOALS

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

FISCAL IMPACT:



Hyattsville City Council
4310 Gallatin Street, 3rd floor
Hyattsville, MD 20781

Meeting: 11/16/2015 8:00 PM
Department: Community & Econ Dev
Prepared by: Jim Chandler
Sponsors: At the Request of the City Administrator
DOC ID: (ID # 1344)

7.1

Action Items: MOTION #169-11-15 UMD Shuttle MOU Renewal

Funding for the renewal of the MOU is include in the adopted FY2016 Budget.


Tracey Nicholson, City Administrator 11/10/2015



Memo

To: Mayor and Council

From: Jim Chandler, Assistant CA, Director, Community & Economic Development

CC: Tracey Nicholson, City Administrator
Ron Brooks, City Treasurer
Jake Rollow, Director, Community Services

Date: November 9, 2015

Re: University of Maryland Shuttle Program MOU

The purpose of this memorandum is to provide the Mayor and City Council with an update summary of the City's participation in the University of Maryland (UMD) Shuttle 113 Route and a recommendation for the City to continue to participate in the program through December 31, 2016.

Summary

In November 2014, the City of Hyattsville entered into a Memorandum of Understanding with the University of Maryland's Department of Transportation to allow City residents to participate in the UMD Shuttle program, free of charge, with the City paying a one-year fee for service cost of \$6,000.00. The MOU authorizes the City to issue up to 1,000 bus passes to City residents to participate in the UMD Shuttle program.

Starting on Friday, January 2, 2015 City residents were eligible to receive City-issued bus passes at City Administrative Offices during the hours of 8:30 a.m. – 5:00 p.m. Monday-Friday. The program guidelines are as follows:

- Residents are required to complete the UMD Shuttle Program application form, show a photo ID and proof of residency of a valid City of Hyattsville address (such as drivers license, a signed lease, utility bill, school transcript, etc).
- After the resident(s) has completed the form and we have verified their residency, they are provided a UMD Shuttle pass.
- The annual pass would be valid for the entire 2015 calendar year.

To date the City has issued one-hundred one (101) UMD Shuttle passes to residents, a participation figure greatly exceeding the 40 – 50 pass estimated that Staff projected for the first year of the program with fairly minimal formal advertising for the program. The applications are processed by the City's front office staff, which required some dedicated initial start-up of the program, but has since averaged one application per week.

Recommendation

Staff believes this program provides residents with a valuable and well utilized public service and we therefore recommend that the City Council authorize the City Administrator to execute a one-year extension to the Memorandum of Understanding with UMDs Department of Transportation Services effective January 1, 2016 – December 31, 2016. The Memorandum of Understanding will be reviewed and approved by the City Attorney prior to execution.



DEPARTMENT OF
TRANSPORTATION SERVICES

**MEMORANDUM OF UNDERSTANDING
BETWEEN
UNIVERSITY OF MARYLAND, DEPT OF TRANSPORTATION SERVICES
AND
THE CITY OF HYATTSVILLE**

This Memorandum of Understanding is entered into by and between the Department of Transportation Services (DOTS), University of Maryland College Park and The City of Hyattsville, Maryland (the City) effective the 1st day of January, 2014⁵. This is a Memorandum of Understanding, which is not a legal document.

In consideration of the mutual promises and undertakings herein, the parties hereto agree as follows:

1. Beginning January 1st, 2014⁵ through Dec 31st, 2015, residents and employees of the City in possession of a prescribed identification card issued by the City will be allowed access to all publicly scheduled shuttle routes operated by DOTS.
2. For the above shuttle bus services, the City agrees to pay DOTS \$6,000, which is due by December 31, 2014. The annual rate covers up to 1,000 passes. DOTS shall provide the City with annual ridership data. The City shall keep a record of the total number of passes distributed during the agreement term. If the total number of annual passes distributed reaches 1,000, the City shall notify DOTS which will authorize the City to issue additional passes in increments of 100 at no added cost to the City.
3. Either party may terminate this agreement by providing written notice of termination 60 days prior to the stated termination date. All notices shall be in writing and shall be delivered by messenger or recognized overnight courier, or shall be sent by registered or certified mail return-receipt requested, in each instance to the respective addresses set forth below, or to such other address or addresses as respective party may designate by written notice duly sent to the other. Any other changes to this agreement, by either party, must be in writing and agreed upon by both parties.

CITY OF HYATTSVILLE:

James Chandler
Director of Community & Economic Development
City of Hyattsville
4310 Gallatin St.
Hyattsville, MD 20781

DOTS:

University of Maryland
Department of Transportation Services
Attention: J. David Allen
Regents Drive Garage, Building 202
College Park, MD 20742

Attachment: UMD Shuttle MOU - Hyattsville 2015 (1344 : UMD Shuttle MOU Renewal)

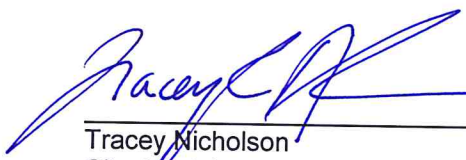
- Although the Department of Transportation Services will make every effort to meet the terms of this agreement, there may be instances that service may not be provided without notice due to safety concerns associated with severe weather or other emergencies.
5. In compliance with Section 2 of House Bill 1005, § 2-1246 of the State Government Article, approved by Governor Martin O'Malley on 5/10/11, DOTS shall report on the implementation of the above program with the City to the Senate Finance Committee and the House Economic Matters Committee by 12/31/14.
 6. DOTS and the University of Maryland shall indemnify and hold the City harmless from and against all actions, liability, claims, suits, damages, risk of loss, costs or expenses of any kind which may be brought or made against the City or which the City must pay and incur by reason of or in any manner resulting from the negligence of DOTS / the University of Maryland or its agents or employees, or its negligent performance of or failure to perform any of the obligations under the terms of this agreement, including reasonable attorney's fees, howsoever arising or incurred, for damage to property or injury to or death of any person. Indemnification shall be contingent upon an appropriation by the Maryland General Assembly to the University specifically for the purposes contemplated in this paragraph at the time an event which may give rise to the University's obligation to indemnify or save harmless occurs, and to the extent that a tortious claim is involved, the University's obligations shall not be greater than the liability that might be determined under the Maryland Tort Claims Act, Section 12-101 et seq. of the State Government Article, Maryland Annotated Code (the "Act"), if the claim had been asserted against the University directly pursuant to the Act.

UNIVERSITY OF MARYLAND

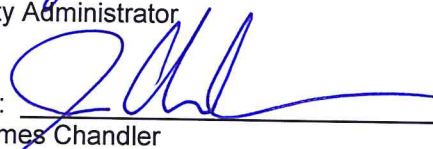
CITY OF HYATTSVILLE

By: 
J. David Allen
Executive Director

11/1/15
Date


Tracey Nicholson
City Administrator

22 Dec 14
Date

By: 
James Chandler
Director of Community & Economic
Development

12/19/14
Date



Action Items: MOTION #170-11-15 USPS Parking Lot Lease Renewal

SUBJECT: USPS Parking Lot Lease Renewal

SECTION: Action Items

RECOMMENDED ACTION:

Motion #170-11-15

I move that the Mayor & Council authorize the City Administrator to execute a lease agreement with the United States Postal Service for use of 4325 Gallatin Street, Hyattsville as a public parking lot effective until October 31, 2020, upon the review and approval of the City Attorney for legal sufficiency.

BACKGROUND:

The City's lease of the United States Postal Service (USPS) parking lot located at 4325 Gallatin Street, Hyattsville has expired and is due for renewal. The lease provides the City with the exclusive rights to thirty (30) parking spaces. The lease renewal would be effective until October 31, 2020 at a rate of \$818.00 per month (\$9,816 annually), consistent with the current lease rate.

The previous lease and the proposed terms of the lease renewal are written in a way that do not allow the lot to be utilized as a paid public lot with pay stations or allow for basic updates for striping and appropriate parking signage. A draft of the lease agreement terms and conditions is attached. Staff has requested the terms of the agreement be revised to allow for the lot to be used for public parking and striping, and recommend that the execution of the lease renewal be contingent upon these revised terms.

NEXT STEPS:

Staff recommends proceeding with renewal of the lease agreement subject to revising the terms of to permit the City to utilize the lot for public parking.

ANTICIPATED STAFF RESOURCES REQUIRED TO IMPLEMENT:

STRATEGIC GOALS

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

FISCAL IMPACT:

Funding for the lease of 4325 Gallatin Street was included in the adopted FY2016 Budget.



Hyattsville City Council
4310 Gallatin Street, 3rd floor
Hyattsville, MD 20781

Meeting: 11/16/2015 8:00 PM
Department: Community & Econ Dev
Prepared by: Jim Chandler
Sponsors: At the Request of the City Administrator
DOC ID: (ID # 1345)

7.2

Action Items: MOTION #170-11-15 USPS Parking Lot Lease Renewal


Tracey Nicholson, City Administrator 11/10/2015



Memo

To: Mayor and Council

From: Jim Chandler, Assistant CA, Director, Community & Economic Development

CC: Tracey Nicholson, City Administrator
Ron Brooks, City Treasurer
Lesley Riddle, Director, Public Works

Date: November 9, 2015

Re: USPS Parking Lot Lease Renewal

The purpose of this memorandum is to advise the Mayor and City Council with respect to the lease of United States Postal Service property located at 4325 Gallatin Street, Hyattsville.

Summary

The City's lease of the United States Postal Service (USPS) parking lot located at 4325 Gallatin Street, Hyattsville has expired and is due for renewal. The lease provides the City with the exclusive rights to thirty (30) parking spaces. The lease renewal would be effective until October 31, 2020 at a rate of \$818.00 per month (\$9,816 annually), consistent with the current lease rate.

With a variety of new commercial businesses in the Route One Corridor and Pyramid Atlantic Arts Center scheduled to open in Spring 2016, we anticipate additional demand for public parking. To accommodate the anticipated demand, Staff is recommending that the updated lease provide the City the option of utilizing the USPS lot for both City vehicles and as a paid public lot. In order to convert the lot for public use, some updated signage and pay stations would need to be installed on the property. The previous lease, and the proposed terms of the lease renewal, is written in a way that do not allow the lot to be utilized as a paid public lot with pay stations or appropriate parking signage. Staff has requested the terms of the agreement be revised to reflect permit a public use and recommend that the execution of the lease renewal be contingent upon these revised terms.

Recommendation

Staff has requested the terms of the agreement be revised to reflect permit a public use and recommend that the execution of the lease renewal be contingent upon these revised terms.



United States Postal Service as Owner Parking OR Temporary Space License

A.	LICENSOR:	The United States Postal Service, an independent establishment of the Executive Branch of the United States Government Trade Name: The United States Postal Service Notice Address: 475 L'Enfant PL SW Washington, DC 20260-1862 Attention: Sean Ford Telephone: 202 268 6167 e-mail address: sean.m.ford@usps.gov Payment address: Disbursing Office PO Box 21888 Eagan, MN 55121-0888 Note: Annotate the following identification number: Fin-Sub #234554-G02 on each payment.								
B.	LICENSEE	Name: City of Hyattsville Notice Address: 4310 Gallatin St., Hyattsville, MD 20781-2050 Attention: Vincent Jones Telephone: (301) 985-5043								
C.	PROPERTY:	Hyattsville Main Office, 4325 Gallatin St., Hyattsville, MD 20781								
D.	LICENSE AREA:	Exclusive use of thirty (30) assigned parking space s.								
E.	TERM:	Commencing 11/1/2015 and expiring 10/31/2020								
F.	LICENSE FEE:	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Months</th> <th style="text-align: center;">Monthly Fee</th> <th style="text-align: center;">Annual Fee</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">11/1/2015 – 10/31/2020</td> <td style="text-align: center;">\$818.00</td> <td style="text-align: center;">\$9,816.00</td> </tr> </tbody> </table>			Months	Monthly Fee	Annual Fee	11/1/2015 – 10/31/2020	\$818.00	\$9,816.00
Months	Monthly Fee	Annual Fee								
11/1/2015 – 10/31/2020	\$818.00	\$9,816.00								
G.	PERMITTED USE:	The License Area shall be used for Vehicle Parking ONLY.								

Attachment: License Agreement_Hyattsville Main Office (City of Hyattsville) (1345 : USPS Parking Lot Lease Renewal)



United States Postal Service as Owner Parking OR Temporary Space License

1. **License Area.** Based upon the terms and information stated above, which is integral and incorporated in the agreement ("**License Agreement**"), Licensor hereby grants to Licensee an exclusive, revocable, non-transferable, license for the use of certain area, space, or premises as identified on Page 1 ("**License Area**").
2. **Use.** Licensee shall occupy and use the License Area for the Permitted Use as set forth in Section G on Page 1 and no other purpose during the Term of this License. Licensee's use of the License Area pursuant to such permission shall be strictly governed by the terms of this Agreement. Licensee shall at all times observe and comply with all applicable laws and shall not use the Property in any way which, in the reasonable judgment of the Licensor, poses a hazard to the Licensor, the general public, or the Property in part or whole. Licensee shall use reasonable care in the occupation and use of the Property and shall not interfere with Licensor's operations.
3. **Inspection.** Licensee accepts all responsibility to inspect the License Area for patent and latent defects including all environmental and subsurface conditions, and in entering into this License Agreement, Licensor has not been induced by and has not relied upon, any representations, warranties or statements, whether express or implied made by Licensor or any agent, employee or other representative of Licensor that are not expressly set forth herein. Instead, Licensee's decision to enter into this License Agreement is based solely on its own examination and inspection of the License Area and agrees to accept same in its 'as is' condition without any recourse, liability, or indemnification of any type from Licensor which includes but is not limited to hazardous substances and/or environmental contamination on or under the License Area. It is further understood that the License Area is hereby demised to Licensee without any obligation on the part of Licensor to make any additions, improvements or alterations thereto.
4. **License Fee.** Licensee shall pay Licensor a monthly License Fee as set forth in Section F on Page 1. The License Fee shall be payable in advance. Any License Fee due for partial months shall be prorated on a daily basis calculated on a 365-day year and shall be made payable to the Disbursing Officer, United States Postal Service, and contain the following identification number: **Fin-Sub #234554-G02**.
5. **Term.** The term of this License Agreement shall be for the Term as identified in Section E on Page 1. The fixed term of this License Agreement shall begin on November 1, 2015 ("License Commencement Date"), and end on October 31, 2020, unless terminated prior thereto pursuant to the terms hereof (hereinafter referred to as the "License Term"). Licensor and Licensee acknowledge that the prior License Agreement expired on May 31, 2014 ("Prior License Expiration Date") and that Licensee has occupied the Premises in holdover during the period from the Prior License Expiration Date to the License Commencement Date as defined in this Paragraph 5. This License Agreement shall automatically terminate at the end date identified in the Term without the need for either party to provide notice.
6. **Termination.** Licensor or Licensee may terminate this License Agreement without liability at any time with sixty (60) days prior written notice to either party.
7. **Restoration and Alterations.** Licensee shall not have the right to make alterations, attach fixtures and other additions, structures or signs in or upon the License Area. At the end of the Term, Licensee shall restore the License Area to the same condition as delivered to Licensee, except for any reasonable wear and tear.
8. **Repairs and Maintenance.** Licensee shall be responsible for the repair and maintenance of the License Area, and any and all building equipment, fixtures, systems, and appurtenances thereto, in good repair and working condition, during the Term. Licensee shall also be responsible for janitorial services and the removal and clean-up of snow, ice, and trash in the License Area. Licensor may, at reasonable times, enter the License Area and inspect the same and make any necessary repairs thereto in Licensor's sole discretion.

Attachment: License Agreement_Hyattsville Main Office (City of Hyattsville) (1345 : USPS Parking Lot Lease Renewal)



United States Postal Service as Owner Parking OR Temporary Space License

Licensee agrees to reimburse Licensors for repairs that are the responsibility of the Licensee.

9. **Compliance with Law.** In the exercise of any privilege granted by this License, Licensee shall comply with all applicable laws including but not limited to federal, state, municipal and local laws, and the rules, orders, regulations and requirements of governmental departments and bureaus.
10. **Insurance:**
 - a. If the License Area or any part of thereof is damaged by fire or other casualty resulting from any act or negligence of Licensee or any of Licensee's agents, employees or invitees, the License Fee shall not be diminished or abated while such damages are under repair, and Licensee shall be responsible for the costs of repair not covered by Licensee's insurance.
 - b. Licensee must obtain, at no cost to the Licensors, a commercial general liability insurance policy naming the Licensors as an additional named insured and providing minimum limits of liability for bodily injury of \$500,000 for each person and \$1,000,000 for each occurrence and \$2,000,000 aggregate and property damage limits of \$250,000 for each occurrence and \$500,000 aggregate. A memorandum of insurance or a certificate of insurance including the Licensors as an additional named insured thereunder shall be furnished to the Licensors. The certificate must include the following language: "Written notice must be provided to the United States Postal Service within thirty (30) days of the effective date of any reduction in coverage under, or cancellation of, any of the policies described herein."
 - c. In all cases wherein federal, state, or local governmental bodies are self-insured, acceptable evidence of such self-insurance shall be provided prior to occupancy.
 - d. Licensee shall maintain insurance throughout the License Term and furnish a copy of the Certificate of Insurance to the Licensors on no less than an annual basis to the Real Estate Specialist at the following address: USPS, Attn: Sean M. Ford, 475 L'Enfant Plaza, SW, Room 6670, Washington, DC 20260-1862. Failure to provide and maintain the aforementioned insurance policy, with the required endorsement, in accordance with this paragraph may result in revocation of this License at the option of the Licensors.
11. **Hazardous/Toxic Conditions.** If any activity of the Licensee involves the storage on the Property, shipping or from the Property or any use on the Property of any material, chemical or agent that qualifies as a hazardous or toxic substance under federal, state and local regulations or is an unregulated substance that has hazardous characteristics and is used, stored or transported in sufficient quantities to qualify as hazardous material, then all federal, state and local regulations, licensing or permit requirements must be complied with and copies of all licenses, permits or authorizations for their use, shipment, storage or transport must be forwarded to the Contracting Officer as well as copies of any citations or listing of infractions and subsequent corrections by the Licensee. Licensee hereby indemnifies and holds harmless the Licensors and their officers, agents, representatives, and employees from all claims, loss, damage, actions, causes of action, expenses and/or liability resulting from, brought for, or on account of any hazardous conditions of for a violation of this clause.
12. **Default by Licensee.** If Licensee is in breach of any term or condition of this License Agreement and if such default shall continue for five (5) days after written notice thereof by the Licensors, and Licensee fails to promptly cure such breach and prosecute the same to completion with due diligence, then the Licensors may, at its option, on authority hereby granted to the Licensors by the Licensee (a) declare this License Agreement terminated at no cost or liability to the Licensors. Upon receipt of termination notice, Licensee shall restore the License Area in accordance with Paragraph 6 of this License Agreement. If Licensee fails to restore the License Area, in addition to all remedies available by law, Licensee may re-enter the License Area.



United States Postal Service as Owner Parking OR Temporary Space License

and remove all persons or things therefrom, and the Licensee hereby expressly waives all service of a demand or notice prescribed by any statute whatever; and (b) Licensor may enter the License Area and eject Licensee, forcibly or otherwise, without regard to any statute to the contrary, dispose of Licensee's personal property in the License Area as deemed in the best interest of Licensor.

13. **Indemnification.** Licensor shall not be liable for any loss, damage, or injury of any kind or character to a person or property arising from use of the Property by Licensee or any of its agents, employees, licensees, invitees caused by or arising from any act or omission of Licensee, its agents, employees, or licensees. Licensee shall indemnify and hold Licensor harmless of and from any and all loss, cost, liability, obligation, damage, injury or expense, including reasonable attorney's fees, which may arise by reason of the violation of law, ordinance, or regulation by Licensee or by reason of injury to or death of a person(s), damage to property, or claims of lien for work performed and/or materials or supplies furnished, arising out of or in connection with Licensee's use of the License Area and the Property.
14. **Rules and Regulations.** Licensee's use of the Property and its management of the License Area shall be subject to the reasonable rules and regulations promulgated from time to time by Licensor, including the regulations codified in title 39 Code of Federal Regulations, part 232.1, attached hereto as **Exhibit B**, as they may be amended from time to time and made part of this License.
15. **Notices.** All notices, demands, requests, consents, approvals, or other communication that Licensor or Licensee is required or desires to give or make under this License Agreement will be effective and valid only when in writing and shall be deemed duly given when received if sent by electronic e-mail with acknowledgment of receipt by the recipient, or if it is sent by US Mail, Registered Mail® or Certified Mail with return receipt requested and postage prepaid to the respective addresses as set forth in Sections A and B, in either case at the last address provided by a party and given by notice as provided in this Section.
16. **Entire Agreement.** This License Agreement is the entire agreement between the parties with respect to the subject matter, and there are no other representations, understandings, or agreements between the parties relative to such subject matter. All prior communications, whether oral or written, are hereby abrogated and withdrawn.
17. **Governing of Law.** This License Agreement shall be governed by the federal laws of the United States.
18. **Assignment.** Licensee shall not assign, mortgage or pledge this License Agreement, or enter into any similar occupancy agreement, concession or license of the License Area.
19. **Authority.** Each party represents that it has caused this License Agreement to be executed on its behalf as of the date written below by a representative empowered to bind that party with respect to the undertakings and obligations contained herein. The effective date of this License Agreement is the later of the two execution dates shown below.
20. **Counterparts; Electronic Delivery.** This License Agreement may be executed in any number of counterparts each of which, when so executed and delivered, shall be deemed an original, but all counterparts together shall constitute but one agreement. This License Agreement may be delivered electronically with the same legal effect as if delivered in paper form by hand.
21. **Rider.** The terms, if any, contained in the Rider attached hereto are incorporated into this License Agreement.

Attachment: License Agreement_Hyattsville Main Office (City of Hyattsville) (1345 : USPS Parking Lot Lease Renewal)



United States Postal Service as Owner Parking OR Temporary Space License

IN WITNESS WHEREOF, the parties hereto have executed this License Agreement as of the date this License Agreement is signed.

UNITED STATES POSTAL SERVICE

By: _____

Title: _____

Printed Name: _____

Date: _____

CITY OF HYATTSVILLE

By: _____

Title: _____

Printed Name: _____

Tax ID: _____

Date: _____

Attachment: License Agreement_Hyattsville Main Office (City of Hyattsville) (1345 : USPS Parking Lot Lease Renewal)



United States Postal Service as Owner Parking OR Temporary Space License

RIDER

This Rider is to the foregoing License Agreement. If there is any inconsistency between the terms of this Rider and the terms of the License Agreement, the terms of this Rider shall prevail.

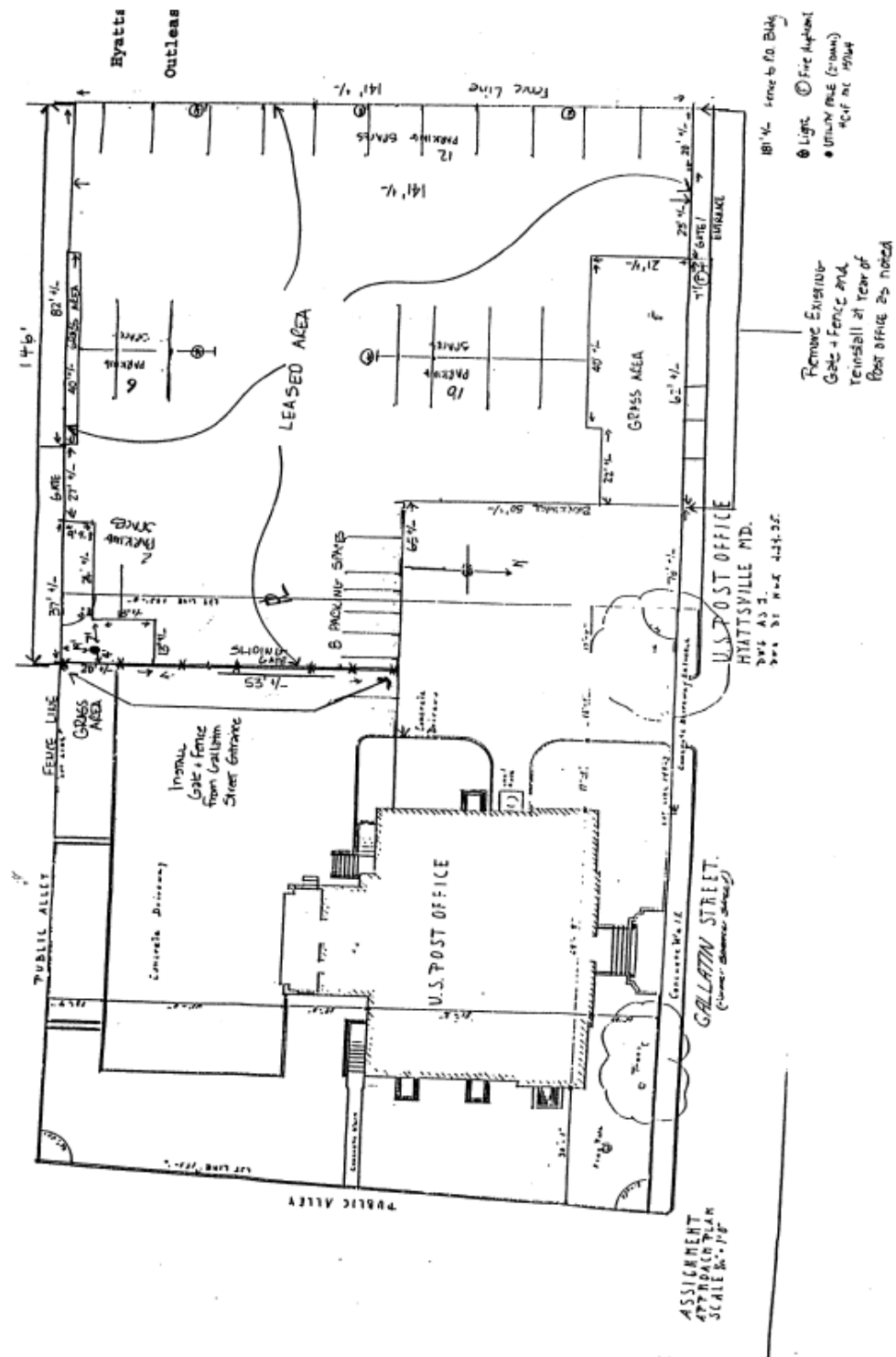
The License Agreement is modified as follows:

[None]

Attachment: License Agreement_Hyattsville Main Office (City of Hyattsville) (1345 : USPS Parking Lot Lease Renewal)

**United States Postal Service as Owner
Parking OR Temporary Space License**

**EXHIBIT A
LICENSE AREA**





United States Postal Service as Owner Parking OR Temporary Space License

EXHIBIT B

Title 39 - Code of Federal Regulations, part 232

39 CFR 232.1 - Conduct on postal property.

§ 232.1 Conduct on postal property.

(a) *Applicability.* This section applies to all real property under the charge and control of the Postal Service, to all tenant agencies, and to all persons entering in or on such property. This section shall be posted and kept posted at a conspicuous place on all such property. This section shall not apply to—

(i) Any portions of real property, owned or leased by the Postal Service, that are leased or subleased by the Postal Service to private tenants for their exclusive use;

(ii) With respect to sections [232.1\(h\)\(1\)](#) and [232.1\(o\)](#), sidewalks along the street frontage of postal property falling within the property lines of the Postal Service that are not physically distinguishable from adjacent municipal or other public sidewalks, and any paved areas adjacent to such sidewalks that are not physically distinguishable from such sidewalks.

(b) *Inspection, recording presence.*

(1) Purses, brief cases, and other containers brought into, while on, or being removed from the property are subject to inspection. However, items brought directly to a postal facility's customer mailing acceptance area and deposited in the mail are not subject to inspection, except as provided by section 274 of the Administrative Support Manual. A person arrested for violation of this section may be searched incident to that arrest.

(2) Vehicles and their contents brought into, while on, or being removed from restricted nonpublic areas are subject to inspection. A prominently displayed sign shall advise in advance that vehicles and their contents are subject to inspection when entering the restricted nonpublic area, while in the confines of the area, or when leaving the area. Persons entering these areas who object and refuse to consent to the inspection of the vehicle, its contents, or both, may be denied entry; after entering the area without objection, consent shall be implied. A full search of a person and any vehicle driven or occupied by the person may accompany an arrest.

(3) Except as otherwise ordered, properties must be closed to the public after normal business hours. Properties also may be closed to the public in emergency situations and at such other times as may be necessary for the orderly conduct of business. Admission to properties during periods when such properties are closed to the public may be limited to authorized individuals who may be required to sign the register and display identification documents when requested by security force personnel or other authorized individuals.

(c) *Preservation of property.* Improperly disposing of rubbish, spitting, creating any hazard to persons or things, throwing articles of any kind from a building, climbing upon the roof or any part of a building, or willfully destroying, damaging, or removing any property or any part thereof, is prohibited.

(d) *Conformity with signs and directions.* All persons in and on property shall comply with official signs of a prohibitory or directory nature, and with the directions of security force personnel or other authorized individuals.

(e) *Disturbances.* Disorderly conduct, or conduct which creates loud and unusual noise, or which impedes ingress to or egress from post offices, or otherwise obstructs the usual use of entrances, foyers, corridors, offices, elevators, stairways, and parking lots, or which otherwise tends to impede or disturb the public employees in the performance of their duties, or which otherwise impedes or disturbs the general public in transacting business or obtaining the services provided on property, is prohibited.

(f) *Gambling.* Participating in games for money or other personal property, the operation of gambling devices, the conduct of a lottery or pool, or the selling or purchasing of lottery tickets, is prohibited on postal premises. In accordance with [20 U.S.C. 107a\(a\)\(5\)](#), this prohibition does not apply to the



United States Postal Service as Owner Parking OR Temporary Space License

vending or exchange of State Lottery tickets at vending facilities operated by licensed blind persons where such lotteries are authorized by state law.

(g) *Alcoholic beverages, drugs, and smoking.*

(1) A person under the influence of an alcoholic beverage or any drug that has been defined as a "controlled substance" may not enter postal property or operate a motor vehicle on postal property. The possession, sale, or use of any "controlled substance" (except when permitted by law) or the sale or use of any alcoholic beverage (except as authorized by the Postmaster General or designee) on postal premises is prohibited. The term "controlled substance" is defined in section 802 of title 21 U.S.C.

(2) Smoking (defined as having a lighted cigar, cigarette, pipe, or other smoking material) is prohibited in all postal buildings and office space, including public lobbies.

(h) *Soliciting, electioneering, collecting debts, vending, and advertising.*

(1) Soliciting alms and contributions, campaigning for election to any public office, collecting private debts, soliciting and vending for commercial purposes (including, but not limited to, the vending of newspapers and other publications), displaying or distributing commercial advertising, collecting signatures on petitions, polls, or surveys (except as otherwise authorized by Postal Service regulations), are prohibited. These prohibitions do not apply to:

(i) Commercial or nonprofit activities performed under contract with the Postal Service or pursuant to the provisions of the Randolph-Sheppard Act;

(ii) Posting notices on bulletin boards as authorized in § 243.2(a) of this chapter;

(iii) The solicitation of Postal Service and other Federal military and civilian personnel for contributions by recognized agencies as authorized under Executive Order 12353, of March 23, 1982.

(2) Solicitations and other actions which are prohibited by paragraph (h)(1) of this section when conducted on Postal Service property should not be directed by mail or telephone to postal employees on Postal Service property. The Postal Service will not accept or distribute mail or accept telephone calls directed to its employees which are believed to be contrary to paragraph (h)(1) of this section.

(3) Leafleting, distributing literature, picketing, and demonstrating by members of the public are prohibited in lobbies and other interior areas of postal buildings open to the public. Public assembly and public address, except when conducted or sponsored by the Postal Service, are also prohibited in lobbies and other interior areas of postal building open to the public.

(4) *Voter registration.* Voter registration may be conducted on postal premises only with the approval of the postmaster or installation head provided that all of the following conditions are met:

(i) The registration must be conducted by government agencies or nonprofit civic leagues or organizations that operate for the promotion of social welfare but do not participate or intervene in any political campaign on behalf of any candidate or political party for any public office.

(ii) Absolutely no partisan or political literature may be available, displayed, or distributed. This includes photographs, cartoons, and other likenesses of elected officials and candidates for public office.

(iii) The registration is permitted only in those areas of the postal premises regularly open to the public.

(iv) The registration must not interfere with the conduct of postal business, postal customers, or postal operations.

(v) The organization conducting the voter registration must provide and be responsible for any equipment and supplies.

(vi) Contributions may not be solicited.

(vii) Access to the workroom floor is prohibited.

(viii) The registration activities are limited to an appropriate period before an election.

(5) Except as part of postal activities or activities associated with those permitted under paragraph (h)(4) of this section, no tables, chairs, freestanding signs or posters, structures, or furniture of any type may be placed in postal lobbies or on postal walkways, steps, plazas, lawns or landscaped



United States Postal Service as Owner Parking OR Temporary Space License

areas, driveways, parking lots, or other exterior spaces.

(i) *Photographs for news, advertising, or commercial purposes.* Except as prohibited by official signs or the directions of security force personnel or other authorized personnel, or a Federal court order or rule, photographs for news purposes may be taken in entrances, lobbies, foyers, corridors, or auditoriums when used for public meetings. Other photographs may be taken only with the permission of the local postmaster or installation head.

(j) *Dogs and other animals.* Dogs and other animals, except those used to assist persons with disabilities, must not be brought upon postal property for other than official purposes.

(k) *Vehicular and pedestrian traffic.*

(1) Drivers of all vehicles in or on property shall be in possession of a current and valid state or territory issued driver's license and vehicle registration, and the vehicle shall display all current and valid tags and licenses required by the jurisdiction in which it is registered.

(2) Drivers who have had their privilege or license to drive suspended or revoked by any state or territory shall not drive any vehicle in or on property during such period of suspension or revocation.

(3) Drivers of all vehicles in or on property shall drive in a careful and safe manner at all times and shall comply with the signals and directions of security force personnel, other authorized individuals, and all posted traffic signs.

(4) The blocking of entrances, driveways, walks, loading platforms, or fire hydrants in or on property is prohibited.

(5) Parking without authority, parking in unauthorized locations or in locations reserved for other persons, or continuously in excess of 18 hours without permission, or contrary to the direction of posted signs is prohibited. This section may be supplemented by the postmaster or installation head from time to time by the issuance and posting of specific traffic directives as may be required. When so issued and posted such directives shall have the same force and effect as if made a part hereof.

(l) *Weapons and explosives.* Notwithstanding the provisions of any other law, rule or regulation, no person while on postal property may carry firearms, other dangerous or deadly weapons, or explosives, either openly or concealed, or store the same on postal property, except for official purposes.

(m) *Nondiscrimination.* There must be no discrimination by segregation or otherwise against any person or persons because of race, color, religion, national origin, sex, or disability, in furnishing, or by refusing to furnish to such person or persons the use of any facility of a public nature, including all services, privileges, accommodations, and activities provided on postal property.

(n) *Conduct with regard to meetings of the Board of Governors.*

(1) Without the permission of the chairman no person may participate in, film, televise, or broadcast any portion of any meeting of the Board or any subdivision or committee of the Board. Any person may electronically record or photograph a meeting, as long as that action does not tend to impede or disturb the members of the Board in the performance of their duties, or members of the public while attempting to attend or observe a meeting.

(2) Disorderly conduct, or conduct which creates loud or unusual noise, obstructs the ordinary use of entrances, foyers, corridors, offices, meeting rooms, elevators, stairways, or parking lots, or otherwise tends to impede or disturb the members of the Board in the performance of their duties, or members of the public while attempting to attend or observe a meeting of the Board or of any subdivision, or committee of the Board, is prohibited.

(3) Any person who violates paragraph (n) (1) or (2) of this section may, in addition to being subject to the penalties prescribed in paragraph (p) of this section, be removed from and barred from reentering postal property during the meeting with respect to which the violation occurred.

(4) A copy of the rules of this section governing conduct on postal property, including the rules of this paragraph appropriately highlighted, shall be posted in prominent locations at the public entrances to postal property and outside the meeting room at any meeting of the Board of Governors or of any subdivision or committee of the Board.

(o) *Depositing literature.* Depositing or posting handbills, flyers, pamphlets, signs, poster, placards, or



United States Postal Service as Owner Parking OR Temporary Space License

other literature, except official postal and other Governmental notices and announcements, on the grounds, walks, driveways, parking and maneuvering areas, exteriors of buildings and other structures, or on the floors, walls, stairs, racks, counters, desks, writing tables, window-ledges, or furnishings in interior public areas on postal premises, is prohibited. This prohibition does not apply to:

- (1) Posting notices on bulletin boards as authorized in § 243.2(a) of this chapter;
- (2) Interior space assigned to tenants for their exclusive use;
- (3) Posting of notices by U.S. Government-related organizations, such as the Inaugural Committee as defined in 36 U.S.C. 501.

(p) *Penalties and other law.*

(1) Alleged violations of these rules and regulations are heard, and the penalties prescribed herein are imposed, either in a Federal district court or by a Federal magistrate in accordance with applicable court rules. Questions regarding such rules should be directed to the regional counsel for the region involved.

(2) Whoever shall be found guilty of violating the rules and regulations in this section while on property under the charge and control of the Postal Service is subject to a fine as provided in 18 U.S.C. 3571 or imprisonment of not more than 30 days, or both. Nothing contained in these rules and regulations shall be construed to abrogate any other Federal laws or regulations or any State and local laws and regulations applicable to any area in which the property is situated.

(q) *Enforcement.*

(1) Members of the U.S. Postal Service security force shall exercise the powers provided by 18 U.S.C. 3061(c)(2) and shall be responsible for enforcing the regulations in this section in a manner that will protect Postal Service property and persons thereon.

(2) Local postmasters and installation heads may, pursuant to 40 U.S.C. 1315(d)(3) and with the approval of the chief postal inspector or his designee, enter into agreements with State and local enforcement agencies to insure that these rules and regulations are enforced in a manner that will protect Postal Service property.

(3) Postal Inspectors, Office of Inspector General Criminal Investigators, and other persons designated by the Chief Postal Inspector may likewise enforce regulations in this section.

[37 FR 24346, Nov. 16, 1972]

Editorial Note:

For *Federal Register* citations affecting § 232.1, see the List of CFR Sections Affected, which appears in the Finding Aids section of the printed volume and at www.fdsys.gov.



Action Items: MOTION #171-11-15 2016 Council Meeting Schedule and FY17 Budget Meeting Schedule

SUBJECT: 2016 Council Meeting Schedule and FY17 Budget Meeting Schedule

SECTION: Action Items

RECOMMENDED ACTION:

Motion #171-11-15

I move that the Mayor & Council adopt the 2016 Council Meeting Schedule and FY2017 Budget Meeting Schedule, as presented.

BACKGROUND:

Please see the attached proposed schedule. The schedule was modified from the previous year schedule with the following two changes:

1. The introduction of the proposed FY17 budget was pushed back one week to Wednesday, February 24, 2016. This will afford the Mayor and Council an opportunity to present their budget priorities and initiatives in January, and allow the staff time to review and respond to information presented in the January budget hearings.
2. The January public hearing was eliminated from the schedule. Staff proposes that the City distribute a "Budget Guide" issue of the Hyattsville Reporter, to be mailed to homes the first week in March 2016. The guide will include notice of the proposed public hearings for March 16 and April 27 and information on the proposed budget.

NEXT STEPS:

n/a

ANTICIPATED STAFF RESOURCES REQUIRED TO IMPLEMENT:

n/a

STRATEGIC GOALS

Goal: Goal 1 - Ensure Transparent and Accessible Governance

FISCAL IMPACT:

None



Hyattsville City Council
4310 Gallatin Street, 3rd floor
Hyattsville, MD 20781

Meeting: 11/16/2015 8:00 PM

Department: Clerk's Office

Prepared by: Laura Reams

Sponsors: At the Request of the City Administrator

DOC ID: (ID # 1348)

7.3

Action Items: MOTION #171-11-15 2016 Council Meeting Schedule and FY17 Budget Meeting Schedule


Tracey Nicholson, City Administrator 11/10/2015

<u>JANUARY</u>		<u>JUNE</u>	
January 4	Council Meeting	June 6	Council Meeting
January 13	Council Work Session – Council Budget Priorities	June 26-June 29	MML Convention
January 19	Council Meeting	<u>JULY</u>	
January 27	Council Work Session – Council Budget Priorities	July 18	Council Meeting
<u>FEBRUARY</u>		<u>AUGUST</u>	
February 1	Council Meeting	August 1	Council Meeting
February 16	Council Meeting		
February 24	Council Work Session – Introduction of Draft Budget	<u>SEPTEMBER</u>	
		September 19	Council Meeting
<u>MARCH</u>			
March 7	Council Meeting	<u>OCTOBER</u>	
March 16	Public Hearing on the Proposed Budget (7 PM)/Council Work Session – Budget (<i>Administration, Legislative, Finance, HR, IT, Elections</i>) (8 PM)	October 3	Council Meeting
March 21	Council Meeting	October 17	Council Meeting
March 30	Council Work Session – Budget (<i>Police & Community Services</i>)		
		<u>NOVEMBER</u>	
<u>APRIL</u>		November 7	Council Meeting
April 4	Council Meeting	November 21	Council Meeting
April 13	Council Work Session – Budget (<i>DPW & Community & Economic Development</i>)		
April 18	Council Meeting	<u>DECEMBER</u>	
April 27	Public Hearing on Tax Rate(7 PM)/ Special Council Meeting – Deadline for Council Budget Amendments (8 PM)	December 5	Council Meeting
		December 19	Council Meeting
<u>MAY</u>			
May 2	Council Meeting		
May 11	Special Council Meeting – Budget Ordinance, First Reading		
May 16	Council Meeting		
May 25	Special Council Meeting – Budget Ordinance Second Reading, Adoption		



Discussion Items: Traffic Calming Procedures

SUBJECT: Traffic Calming Procedures

SECTION: Discussion Items

BACKGROUND:

The City recently drafted Traffic Calming Procedures to support and further clarify Article II, 144-8 of the Code. The current ordinance allows for a petition process, a public hearing before the Mayor and Council and formal decision within 15 days after the public hearing. The clarifying procedures would identify a slightly expanded timeline to afford the staff an opportunity to validate the petition, implement a speed study, conduct a traffic pattern analysis and accident review, conduct road surveillance, identify area conditions (children, playgrounds etc., and hold a community meeting with residents (if applicable). The public hearing w/ the Mayor and Council would be held after the staff analysis. This would allow residents to be more informed prior to making recommendations to the Mayor and Council and would allow for the staff's consideration and possible implementation of alternative traffic calming options when feasible (signage, reduced speed limits, low impact design elements). The new procedures will require the staff to inform the Mayor and Council upon receipt of a valid petition (Council Presentation). That presentation would start the clock for the 90 day staff review process. Following the review, the public hearing would be scheduled with Council and the staff would provide the recommendation within the 15 day required timeline.

The newly drafted procedures will identify a revised timeline, other possible traffic calming options and allow staff to implement those options (if feasible) and conduct another review to gauge success. Staff will also be able to review or provide the information to residents prior to making a recommendation.

The staff in conjunction with the City Attorney recommends a policy that clarifies the petition process and affords up to 120 days from the date the petition is received to identify a course of action and/or execution/installation of a traffic calming device or speed hump. (See chart).

NEXT STEPS:

Create a policy that details the petition process and timeline in a concise manner.

ANTICIPATED STAFF RESOURCES REQUIRED TO IMPLEMENT:

Staff time and research to create the policy.

STRATEGIC GOALS

Goal: Goal 1 – Ensure Transparent and Accessible Governance



Hyattsville City Council
4310 Gallatin Street, 3rd floor
Hyattsville, MD 20781

Meeting: 11/16/2015 8:00 PM

Department: Public Works

Prepared by: Lesley Riddle

Sponsors: At the Request of the City Administrator

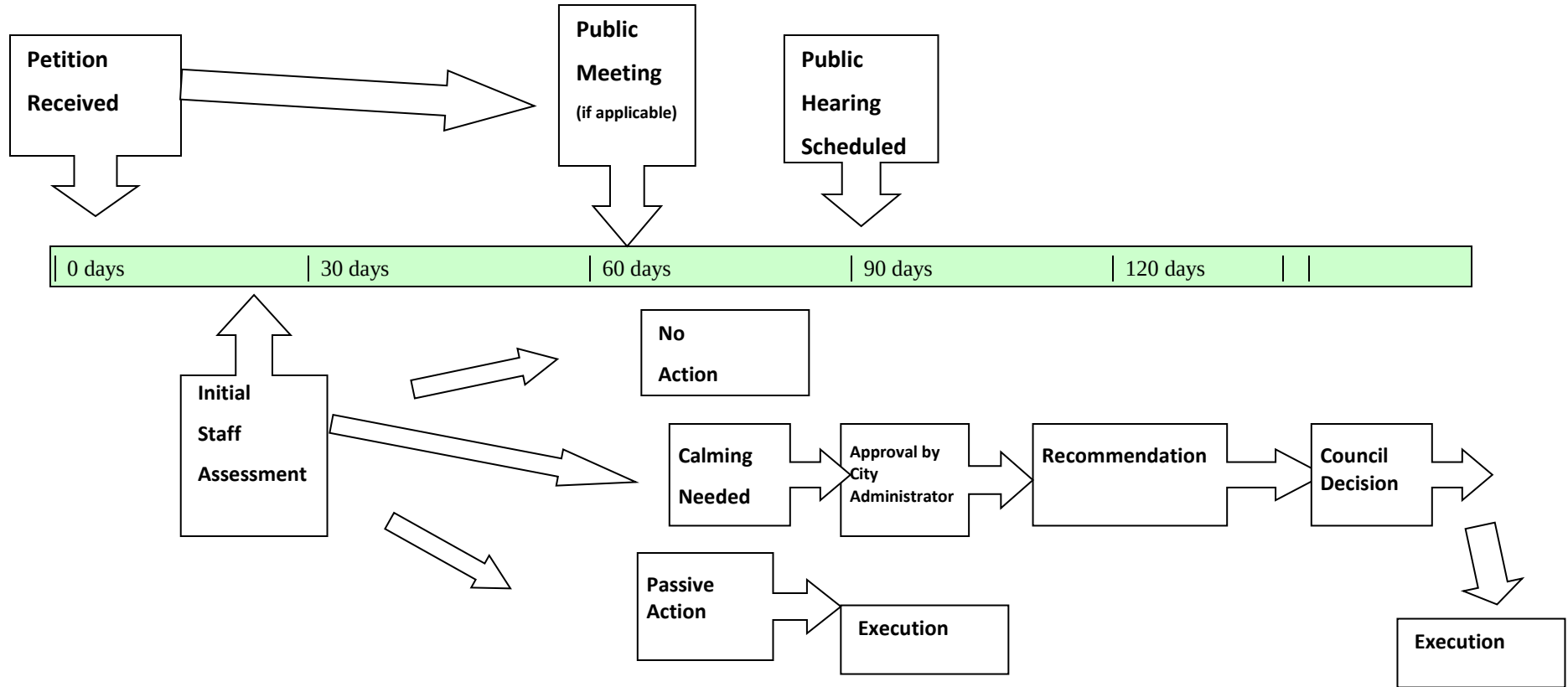
DOC ID: (ID # 1342)

8.1

Discussion Items: Traffic Calming Procedures


Tracey Nicholson, City Administrator 11/10/2015

Traffic Calming Requests





Discussion Items: Award of Contract for Agenda, Meetings Management, Civic Participation Platform & Video Streaming

SUBJECT: Award of Contract for Agenda, Meetings Management, Civic Participation Platform & Video Streaming

SECTION: Discussion Items

BACKGROUND:

Please see attached memo and supporting documentation.

NEXT STEPS:

Recommended Action:

Staff recommends that the Mayor and Council authorize the award of a 1 year contract, renewable by the City Administrator for up to an additional 2 years to Granicus for agenda, meetings management, civic engagement platform, and video streaming services. The contract will be effective upon the review and approval by the City Attorney.

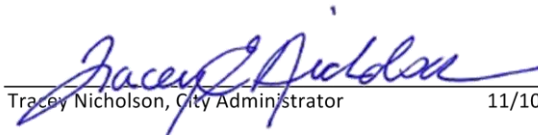
Upon approval, the City Administrator will execute the contract and staff will proceed with implementation in partnership with the vendor.

ANTICIPATED STAFF RESOURCES REQUIRED TO IMPLEMENT:

The City Clerk's Office and the Department of Community Services will work together on the implementation of the video streaming and civic participation platform.

STRATEGIC GOALS

Goal: Goal 1 – Ensure Transparent and Accessible Governance


Tracey Nicholson, City Administrator 11/10/2015



Memo

To: Mayor and Council

From: Laura Reams, City Clerk

CC: Tracey Nicholson, City Administrator

Date: November 10, 2015

Re: Award of Contract for Agenda, Meetings Management, Civic Participation Platform & Video Streaming

Background:

In October 2014, the Council authorized the City to enter into a 1 year contract with Accela for agenda, meetings management and video streaming in an amount not to exceed budgeted funds of \$20,000. This contract will expire in December 2015. Staff recommends that the City does not renew its contract with Accela and instead enter into a new contract agreement for these services with Granicus.

The City had previously contracted with Granicus for video streaming services from 2013-2014 and found the service to be reliable and of high quality. Granicus recently launched a new agenda management program, PEAK. The City Clerk worked with Granicus as part of a pre-release beta testing group during the development of PEAK and found the product to be user friendly and suitable for staff needs.

Granicus also offers an iPad agenda application for Council and staff that integrates with an electronic voting system. By implementing electronic voting, the City hopes to enhance public transparency into Council actions both during and after council meetings.

Additionally, staff recommends that the City implement two new services through the Granicus platform: SpeakUp and Boards and Commissions. SpeakUp is Granicus's civic participation platform that can be utilized as a tool to further the City's online civic engagement strategy and will integrate with the City's current website. The platform is designed to help government agencies gather meaningful and measurable feedback from the public. The City's initial proposed rollout will allow residents to electronically provide comments on agenda items. Feedback received is compiled into a custom report and distributed to Council and staff prior to Council meetings. Available additional features for the SpeakUp platform include pages for project updates and discussion, crowdsourcing idea submission, and online surveys. It is important to note that the SpeakUp site is completely customizable and the City is

able to roll out additional features as needed and in accordance with staff capacity. An example of a currently active Speak Up platform for the City of Austin, TX can be viewed here: www.speakupaustin.com.

The second new tool staff recommends adopting is Granicus's Boards and Commission application. This is an online tool that allows for staff to easily manage committee appointments, applications and vacancies. The application has a public facing site that also integrates with the City's current website and allows for greater transparency into the City's committees and a much easier way for residents to apply to join committees than the current process that is being utilized.

Should the Council decide to move forward in executing a contract with Granicus, implementation is anticipated to begin in January 2016. Electronic voting and Boards and Commissions will be implemented after the initial roll out of agenda management and video streaming, in spring 2016. The FY16 budgetary impact of this project is not to exceed \$19,419, which includes \$9,690 in upfront equipment and software costs, \$1,372 in monthly subscription fees (\$8,229 for 6 months) and a data migration fee. These fees reflect a 33% discount for the first year of services if the contract is executed by December 11, 2015. Please note that the charged monthly fees will reflect a phased implementation schedule and the City will not be charged fees for applications until they are implemented.

Funds are budgeted for the monthly subscription fees in the Community Services budget and the upfront equipment and software costs will be charged to the Public, Education and Government (PEG) funds, as the equipment will be utilized for public education and transparency.

The staff and Council training sessions for the software will be web based and coordinated through the City Clerk.

RECOMMENDATION:

Staff recommends that the Mayor and Council authorize the award of a 1 year contract, renewable by the City Administrator for up to an additional 2 years to Granicus for agenda, meetings management, civic engagement platform and video streaming services. The contract will be effective upon the review and approval by the City Attorney.



Granicus & City of Hyattsville

Stephanie DelSignor
Sr. Account Executive

stephanied@granicus.com

D: 415-967-5587

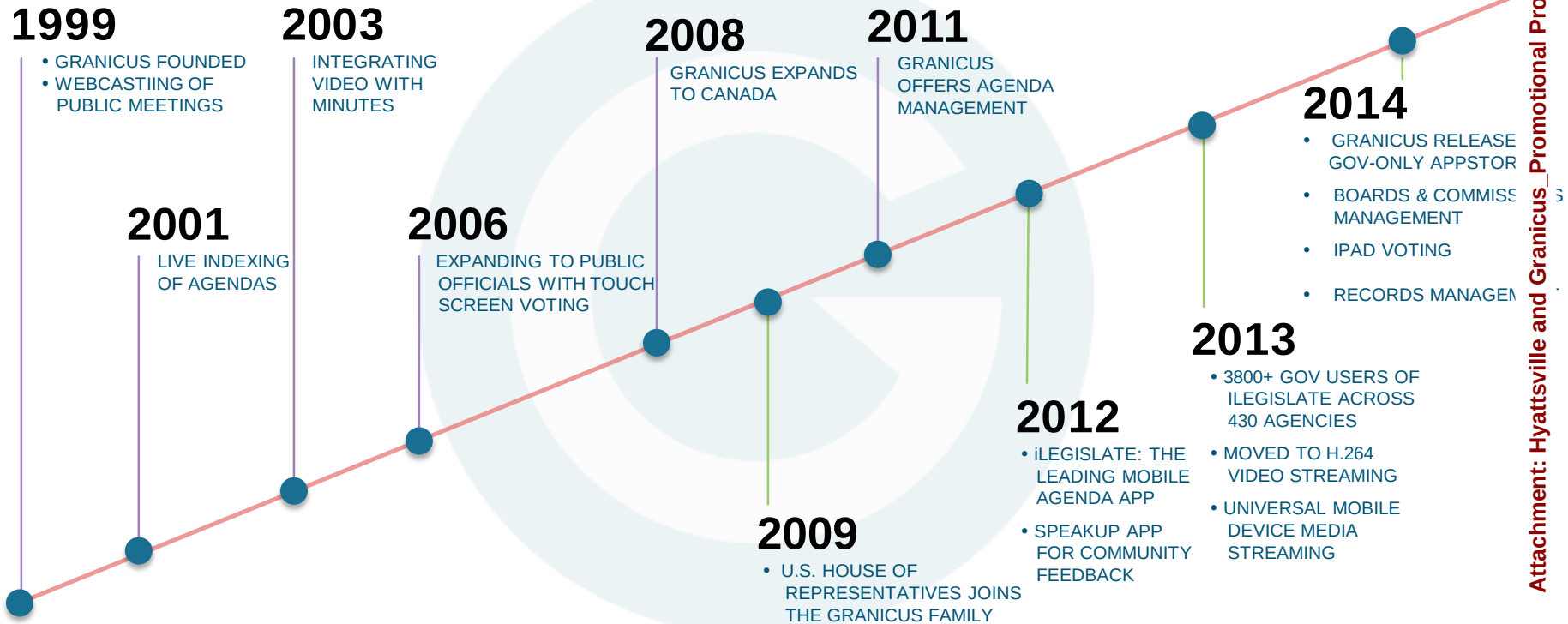
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Packet Pg. 71

WHY GRANICUS

ABOUT GRANICUS

8.2.b



Attachment: Hyattsville and Granicus Promotional Proposal

HOW WE HELP

YEARLY
AVERAGE



250 HRS / MONTH STAFF TIME
SAVINGS ON AGENDA PACKETS



75-100k PAPER
REDUCTIONS



\$40-100k SAVINGS



15-20M PAGEVIEWS / MONTH

WHAT WE STRIVE FOR...



BETTER INFORMED CITIZENRY



MORE ENGAGED COMMUNITY



OPEN & TRANSPARENT GOVERNMENT



BETTER POLICY OUTCOMES



GREATER COMMUNITY TRUST IN
GOV

WHY WE'RE TRUSTED

8.2.b



98% CLIENT RETENTION RATE



450TB OF GOV DATA



500k+ PUBLIC MEETINGS



99.98% UPTIME



Granicus provides so much greater transparency for the public and staff and compatibility across the platform. This eliminated a huge number of workarounds in order to allow us to deliver the same services without nearly the trouble.



Colleen J. Nicol, MMC
City Clerk, Riverside, CA
Former IIMC President

Attachment: Hyattsville and Granicus_Promotional Proposal

CUSTOMER SUCCESS STORIES

Commerce City

Success Highlights

- Solution dependability
- Increased office efficiency
- Approximately 75% reduction in agenda prep time
- 66% of council members are using iLegislate instead of paper agendas
- Hands-on in-person training to get the most out of the system
- Heightened awareness of committee goals and initiatives

Success story: <http://www.granicus.com/casestudies/city-of-sitka/>

Public facing website: <https://sitka.legistar.com/Calendar.aspx>

Success story:

<http://www.granicus.com/casestudies/commerce-city-co/>

Public facing website:

<https://commerce.legistar.com/Calendar.aspx>

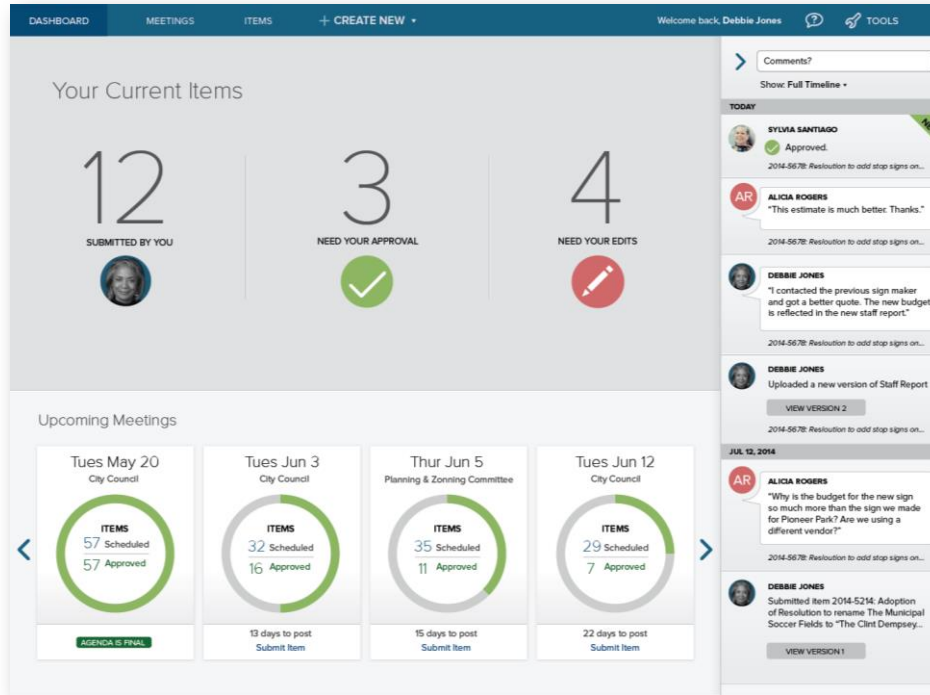
City of Sitka

Success Highlights

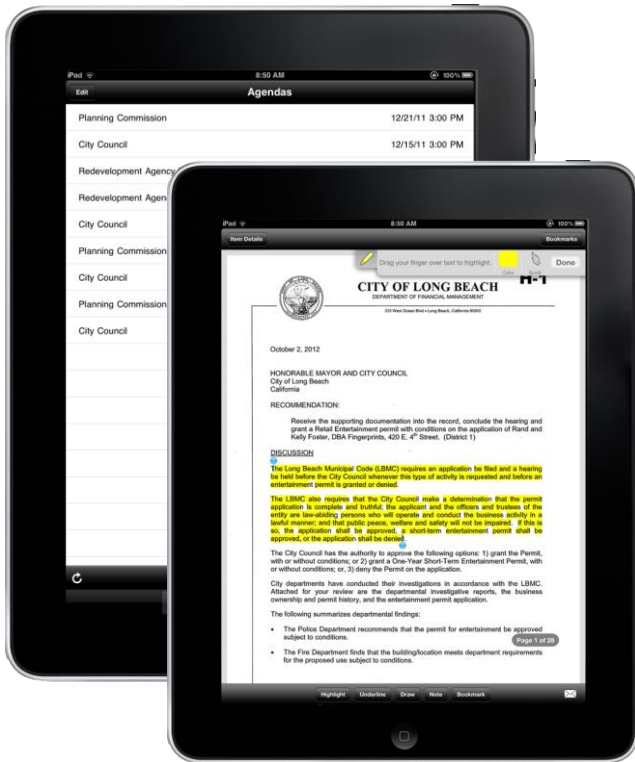
- Saves over \$41,000 annually on their legislative process
- Increased office efficiency — 20-25 hrs per week saved
- All legislation tracked online in a robust online research center
- Achieved a 60% reduction of agenda preparation time
- Reduced 1,000 pages of paper per packet production
- 76-99% of all constituent inquiries directed to website
- Cultivated a 'paperless' legislative environment for Assembly members

PROPOSED SOLUTIONS

PEAK AGENDA MANAGEMENT



- ✓ **PRICE CONSCIOUS**
Exceptional cloud-based technology for any budget
- ✓ **CROSS-PLATFORM SUPPORT**
Work however you choose: PC, Mac, tablet, etc.
- ✓ **BEST-IN-CLASS USABILITY**
Seamless management; easily train current & new staff
- ✓ **AUTOMATED WORKFLOWS**
Remove unnecessary steps & save time



- Access agenda materials, annotate, take notes, bookmark and email
- Watch previous meetings & research topics
- Reduce paper consumption – 100% paperless
- Prevent data loss and access the latest versions with automated cloud sync
- View crowdsourced community ideas & analytics
- Dashboard display of public opinion by agenda before making decisions
- Meeting voting & request to speak

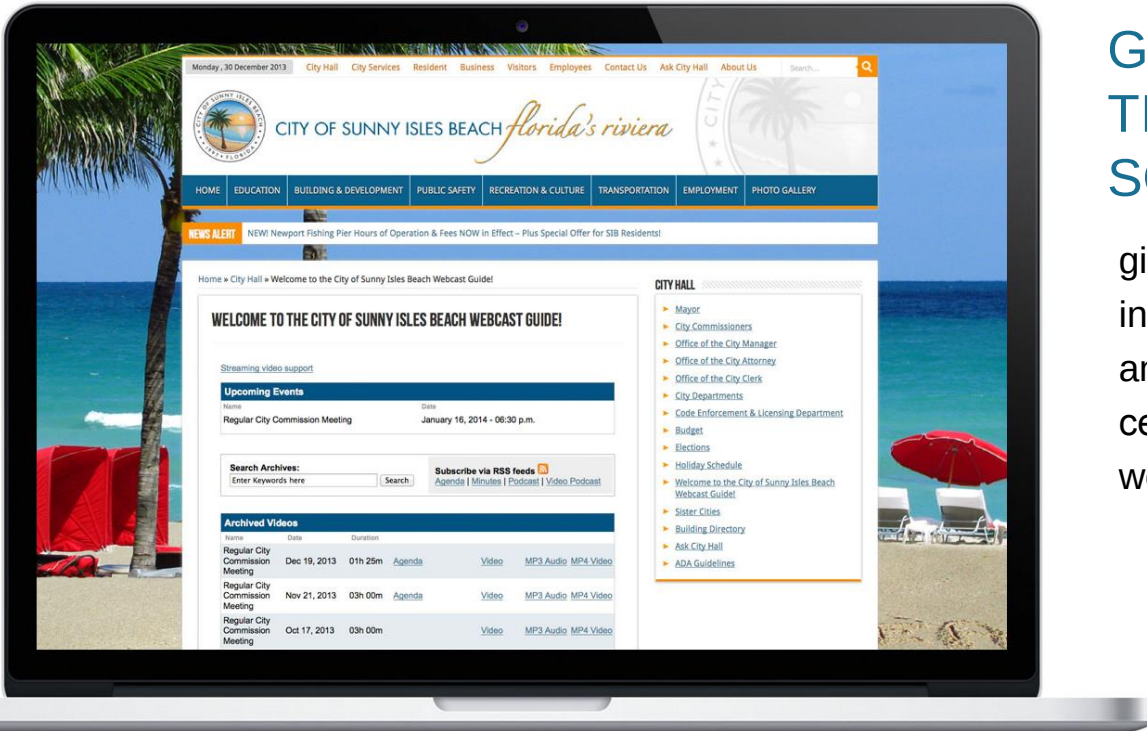
GOVERNMENT TRANSPARENCY

8.2.b

Attachment: Hyattsville and Granicus_Promotional Proposal

GOVERNMENT TRANSPARENCY SOLUTION

give government staff and citizens
instant access to all public meetings
and important records from a
centralized hub on the government's
website



Packet Pg. 80

November 11, 2013

10

GRANICUS ENCODING APPLIANCE - ANALOG

8.2.b

Preconfigured and delivered ready to stream

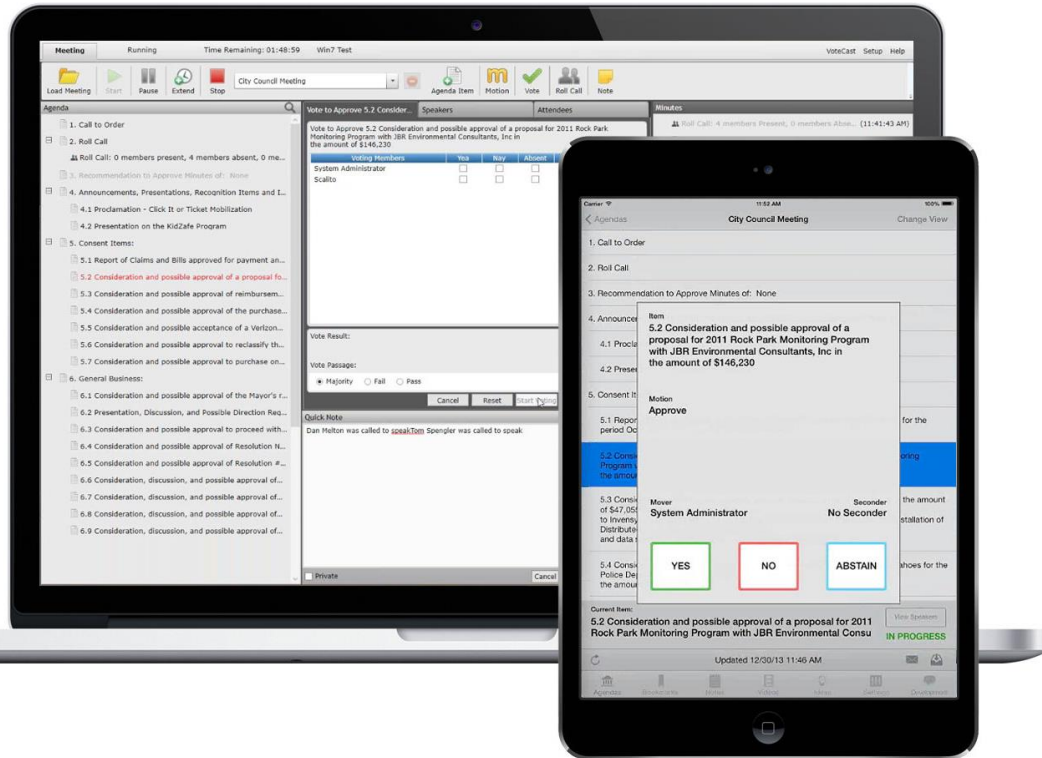


- 500 GB of local storage (approximately 1,000 hours of archive content)
- Facilitates internal streaming across your local area network (LAN)
- Remote proactive system monitoring guarantees faster response time
- H.264 video codec encoding
- HTML5 and Flash compatible streaming delivery

Attachment: Hyattsville and Granicus_Promotional Proposal

MEETING EFFICIENCY – MINUTE MAKING

8.2.b



GRANICUS MEETING EFFICIENCY SOLUTIONS

streamline and automate the public meeting process, bringing minutes creation into the digital age. Within a few keystrokes, staff is able to capture motions, votes and notes. These actions also assemble a powerful digital minutes record that links directly to meeting video in real time.

Attachment: Hyattsville and Granicus_Promotional Proposal

CITIZEN PARTICIPATION



GRANICUS CITIZEN PARTICIPATION SOLUTIONS

help government agencies take their civic engagement strategies to the next level by allowing them to meaningfully connect with residents through the use of a powerful range of tools and strategies to gather and track constructive feedback.



BOARDS & COMMISSIONS APP – Optional add on

THE GRANICUS BOARDS & COMMISSIONS APP

is an online tool for clerks and staff to easily manage government body appointments, vacancies and applications.



PROMOTIONAL PRICING

Solution	Initial Investment	Monthly Investment
Government Transparency w/ SDI Encoding Appliance (video streaming & hardware)	\$4,500.00	\$400.00
Meeting Efficiency (minute making)	\$2,500.00	\$300.00
Peak Agenda Management (agenda packet automation)	\$0.00	\$400.00
VoteCast for iLegislate w/ Public Display (Voting software w/ CPU for display)	\$2,690.00	\$200.00
Citizen Participation (SpeakUp and eComment)	\$0.00	\$300.00
Boards and Commissions (applicant, appointee, and board management software)	\$0.00	\$250.00
Granicus Project Total*:	\$9,690.00	\$1,850.00

ADDITIONAL PROMOTION:

If you sign on with Peak by Dec. 11, 2015, you'll be eligible for **33% off GT, ME, VC, CP, BC for the first year of the contract**
(this is an additional **savings of about \$478.50 per month** – therefore the first year of Monthly Investment fees will be \$1,372)



SpeakUpSM

Collect and prioritize community ideas

SpeakUpSM combines the power of social innovation and crowdsourcing with an online forum to help agencies prioritize projects and make the best decisions for their community. Citizens can vote on, comment on, and share other citizens' ideas, as well as their own.

Government organizations often struggle with sustaining productive citizen involvement. The old way of doing things – holding a meeting in the evening at a local government building – doesn't produce the results government agencies want today. In an effort to engage a broader audience and generate fresh ideas, governments are implementing online technology to make it easy for more members of their community to contribute. SpeakUp helps governments engage citizens beyond in-person meetings and discover what matters most.

By offering a convenient and more autonomous space to share ideas - a website dedicated to community idea sharing - organizations can capture input and create a collaborative environment between citizens and their government.

Productive citizen collaboration

- Clear and simple touch voting
- Collect open ideas for community improvement through an online portal
- Effortlessly prioritize ideas - citizen votes and comments indicate what's most important
- Contribute to the conversation and let your community know you're listening
- Reach a broader audience using a Facebook integration and widgets
- Implement a cloud-based social ideation platform in a matter of days
- Access community ideas, statistics, and demographics on an iPad

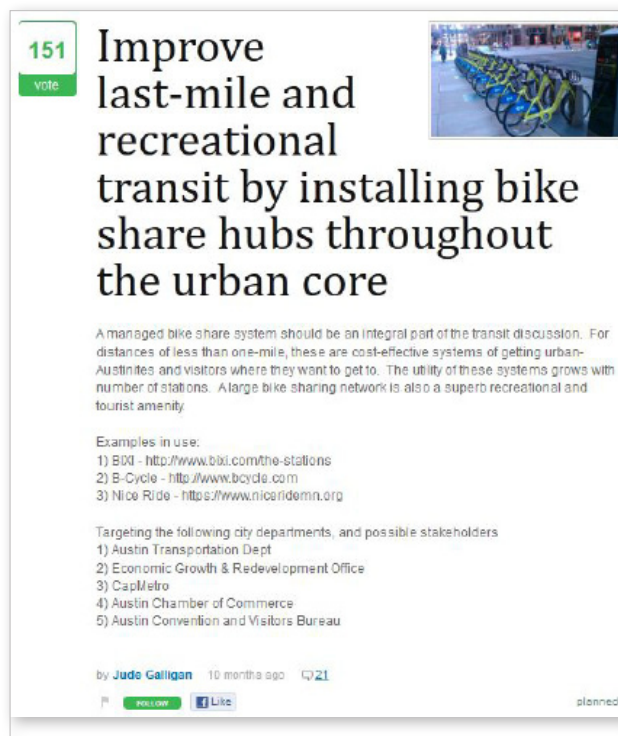
SpeakUpSM

Granicus' social ideation platform encourages positive collaboration and offers a meaningful way for residents to contribute online.

Benefits & Functionality

Collect new ideas from your community

Give residents a convenient way to suggest new ideas for community improvement through a website dedicated to social idea sharing. Posting an idea is easy and if similar ideas already exists, our system will automatically display those results.



Let your residents manage and prioritize ideas

Other residents, and even government staff, can prioritize ideas by voting, commenting, and sharing. Crowdsourcing helps you effortlessly discover and rank the most important ideas for your community, helping improve outcomes and build greater public trust.

Promote your site through social media and widgets

With our Facebook integration, extend your reach beyond your SpeakUp portal to connect with a broader audience. Take promotion to the next level by embedding widgets throughout your website and capture your audience's attention as they browse.



SpeakUpSM

Get focused answers on important topics

With forums and groups, post a topic and get feedback on a specific initiative. All responses are related to your subject, helping you focus citizen ideas on what's most important to the organization. For more specific ideas, survey users and quickly build analytics.

FEATURES FOR STAFF

Acknowledge Ideas

Create Public & Private Discussion Groups

Create Forums

Post Surveys

Run Analytics & Export Results

Additional Features

- Showcase an Idea, Forum, or Discussion
- Single Sign-On
- Multiple Language Support
- Design Customizations
- Widgets and API
- Profanity Filter
- iLegislate® Integration: Ideas Dashboard on the iPad

BENEFITS TO CITIZENS

Create an Idea

- Auto-Search for Duplicate Ideas
- Add Tags, Images, and Links to Supporting Resources

Contribute to Other Ideas

- Vote for Ideas
- Leave a Comment
- Share Ideas to Social Networks
- Subscribe to Ideas

Sort Ideas

Additional Benefits

- Facebook® Integration
- Leader Board

DEPENDENCY

Citizen Participation Suite



Boards & Commissions

Simplifying applications and appointments online

Did you know that the average clerk's office manages over 600 appointments across 50+ boards and commissions? That's a lot of records, applications, paper, and time. Boards & Commissions is an online tool for clerks and staff to easily manage government body appointments, vacancies, and applications.

For the first time, you can get an application designed specifically for meeting body appointment management. It goes beyond any other product with a deeper set of citizen application and appointment efficiency tools. The end result is significant time and cost savings for your staff and greater public awareness of the boards and commissions appointment process.



- Keep the public informed of active public bodies and membership online
- Allow community members to apply for boards through your website
- Create your own application forms
- Manage board rosters, appointments workflows, and vacancies
- Generate cost savings with a paperless strategy
- Syncs with other Granicus Legislative Management tools for easy administration

Boards & Commissions

Managing the entire citizen appointment process

Moving the board and commission application process online not only cleans up the clutter of paper, it automatically organizes all of the applications and makes them searchable and sortable. Boards & Commissions also provides numerous tools for all the phases of the citizen appointment process.

1. Public notice of vacancy

With the Boards & Commissions application, all vacancies are displayed online. Promote the need to fill the open spot on your website and through social media with buttons and links to apply online.

2. Collection of applications

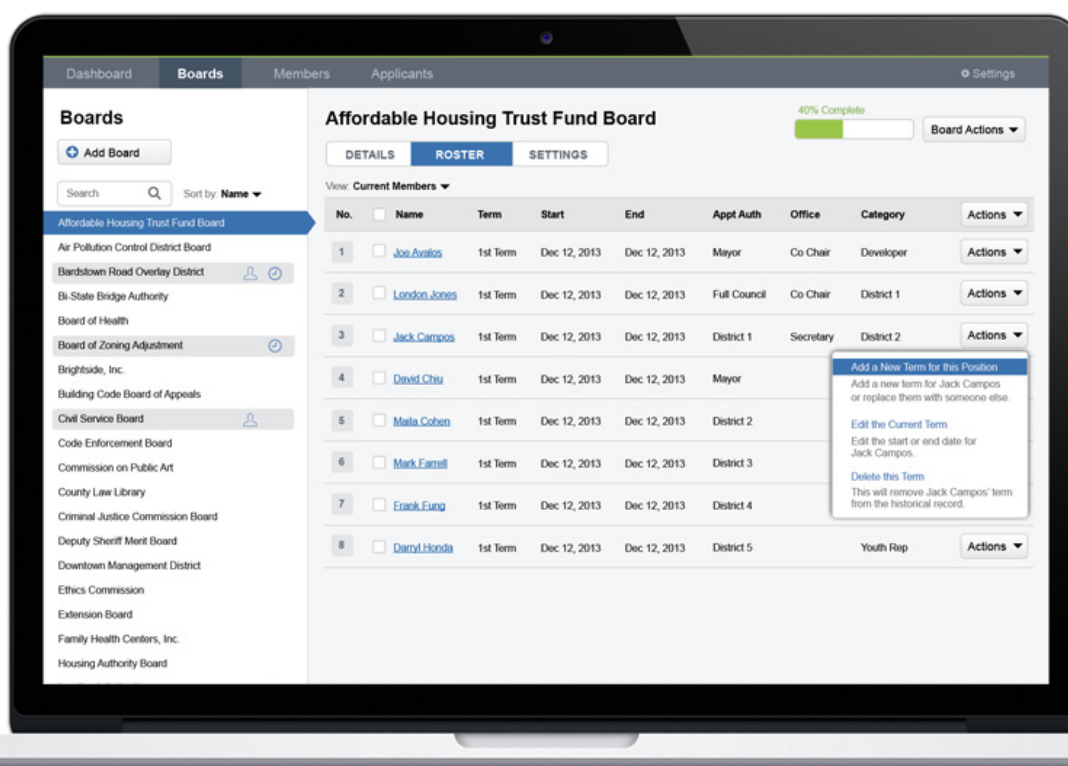
Use Boards & Commissions to build applications for vacancies. Applicants can apply online to multiple boards at anytime. Customize email templates to notify applicants of process statuses.

3. Qualifying & balancing candidates

While reviewing applications, check off important qualifiers such as residency or their oath of office. Search across all applications, filter by boards applied to, or demographics, such as ward, gender, ethnicity, or political leanings. View insightful graphs, searches, and filtering to quickly identify the best candidates.

4. Approving & appointing

Quickly find candidates, print out packets and send them to the approving body. Import agenda items into our Legislative Management Suite. Appointing members automatically sends out pre-identified packets such as orientation manuals or welcome letters.



Boards & Commissions

Feature List

- Online forms to apply for boards and commissions
- Public listing of board rosters, details and vacancies
- Custom form builder for citizen applications
- Board roster management dashboard & reporting
- Embedable buttons and widgets
- Citizen application search and filter tools
- Automated confirmation and notification emails with editable templates
- Integrates seamlessly with Granicus' Legislative Management toolset

Increasing public awareness of open positions online

When public board and commission rosters are available to see online, community members can find out the answers to simple questions, such as, 'What boards exist?', 'How can I get on that board?', or, 'Where can I find an open position so I can participate?'

This gives the public a better understanding of the inner workings of their community, and provides them with opportunities to participate.

Monitoring demographics and trends

The dashboard provides numerous ways to look at demographic makeups of boards, citizen applications, vacancy management, recruitment information, term tracking, and other statistics. The dashboard enables a more proactive workflow, visually representing real-time data of boards and commissions in one convenient location.





Hyattsville City Council
4310 Gallatin Street, 3rd floor
Hyattsville, MD 20781

Meeting: 11/16/2015 8:00 PM
Department: Community Services
Prepared by: Jake Rollow
Sponsors: Hollingsworth
DOC ID: (ID # 1338)

8.3

Discussion Items: Authorizing Application for AmeriCorps VISTA Sponsorship

SUBJECT: Authorizing Application for AmeriCorps VISTA Sponsorship

SECTION: Discussion Items

BACKGROUND:

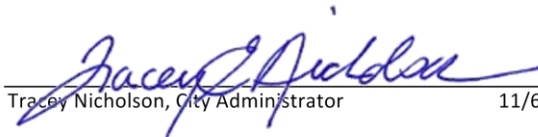
Please see attached motion submitted by Mayor Hollingsworth and memo with staff comments.

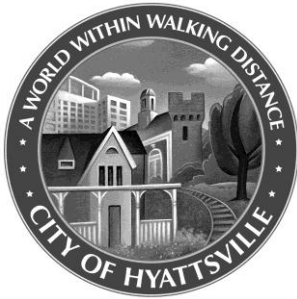
NEXT STEPS:

ANTICIPATED STAFF RESOURCES REQUIRED TO IMPLEMENT:

STRATEGIC GOALS

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


Tracey Nicholson, City Administrator 11/6/2015



Council Agenda Form

MOTION #		DRAFT #
DATE SUBMITTED: August 31, 2015	DATE TO GO BEFORE COUNCIL: TBD	
SUBMITTED BY: Hollingsworth		
DEPARTMENT: Community Services		

TITLE OF MOTION: Authorizing Application for AmeriCorps VISTA Sponsorship – Digital Inclusion and Civic Engagement

RECOMMENDATION:

I move that the Mayor and Council authorize the Director of Community Services (and/or his designee) to prepare and submit an application to the Corporation for National and Community Services (CNCS) to sponsor an AmeriCorps VISTA Project. I further move that the application be defined to support digital inclusion and civic engagement of low-income and otherwise marginalized groups (social, linguistic, and/or cultural) in the City of Hyattsville.

BACKGROUND:

In recent years the City of Hyattsville has made considerable effort to expand its digital footprint while maintaining its investments in print media (primarily the Hyattsville Life & Times). We are frequently, however, reminded that more can be done to enhance our engagement with communities without access (or knowledge to access) digital resources. The VISTA will support the City's efforts to engage all populations in the City of Hyattsville in local government, particularly low-income and otherwise marginalized groups. The VISTA's work will include (though not be limited to) identifying partnerships to increase digital access, cultivating opportunities for training, providing advice to departments on effectively communicating with communities, and working directly with community members to engage them with the City of Hyattsville and its services.

ANTICIPATED STAFF RESOURCES REQUIRED TO IMPLEMENT:

Development of the application will require the staff time of the Director of Community Services (and/or his designee). Additional resources of the City Administrator and Director of Human Resources would be needed to integrate the VISTA into the City's functions provided our application is successful.

CITY ADMINISTRATOR / DEPARTMENT DIRECTOR COMMENT: (must be approved by City Administrator):

Tracey E. Nicholson, City Administrator

STRATEGIC GOALS AND ACTIONS:

- 1.1 Provide opportunities for resident participation in civic engagement.
- 2.5 Leverage funding and resource opportunities to support projects, programs and services consistent with City's adopted Vision, Mission, and Strategic Goals.
- 4.1 Provide exceptional customer service.
- 4.4 Solicit and support collaborative partnerships that enhance City services to broaden the range of resources and services provided to City residents.
- 5.1 Create opportunities for community stakeholder networking by developing diverse recreation

Attachment: VISTA Authorization (1338 : Authorizing Application for AmeriCorps VISTA Sponsorship)

programs and events accessible and inclusive to all.

5.3 Promote City accomplishments, services, and events through appropriate media.

SUPPORTING DOCUMENTATION:

CURRENT YEAR BUDGET IMPACT: None. VISTAs are funded in full by CNCS. Cost-sharing with the host organization is optional.



Memo

To: Mayor Candace Hollingsworth
 From: Jake Rollow, Community Services Director
 Date: November 3, 2015
 Re: Americorps Vista

The paragraph below was submitted to Americorps Vista as a preliminary project outline pending Council approval. The project was devised based on the motion submitted by Mayor Hollingsworth and conversations with Americorps about the types of projects they fund.

The City of Hyattsville seeks an Americorps Vista to help build community engagement with our low-income, Spanish-speaking and marginalized communities. If approved, this work would be twofold. First, the Vista would work with the parent-liaisons at our local public schools, to coordinate parent academies to help newly arrived and needy families learn to navigate local systems of education, health, safety, government, immigration, and more. We have found that for many members of the community, schools are the only institution they trust, and the schools are eager to partner with us to provide support (they lack sufficient staff/resources to meet family needs). Second, from these academies, and other City activities and outreach, the Vista would build a digital network of engagement. This would then serve as the backbone of information sharing for the City, and would help to fill a communications/outreach void that further marginalizes our low-income community. The City would need a Vista that is bilingual - English and Spanish - with strong communications skills. The Vista would work with other bilingual staff at the City who have strong backgrounds in outreach, engagement, and communications, and who would provide mentorship and support.

The City would need to provide \$3,000-\$8,000 cost-share, as well as space, a computer, and other things needed to comfortably host the Vista. After the Vista's tenure with the City ends, the City would need to carry on the engagement network built by the Vista using existing staff, or through the hire of a full-time engagement coordinator.



Hyattsville City Council
4310 Gallatin Street, 3rd floor
Hyattsville, MD 20781

Meeting: 11/16/2015 8:00 PM
Department: Community Services
Prepared by: Jake Rollow
Sponsors: Hollingsworth
DOC ID: (ID # 1339)

8.4

Discussion Items: Participation in AARP Maryland and World Health Organization (WHO) Age-Friendly Cities & Communities

SUBJECT: Participation in AARP Maryland and World Health Organization (WHO) Age-Friendly Cities & Communities

SECTION: Discussion Items

BACKGROUND:

The attached motion submitted by Mayor Hollingsworth and draft resolution outlining the initial process for Hyattsville to become an age-friendly community.

NEXT STEPS:

Send a letter of intent to AARP.

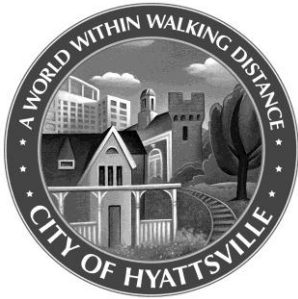
ANTICIPATED STAFF RESOURCES REQUIRED TO IMPLEMENT:

Staff time

STRATEGIC GOALS

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


Tracey Nicholson, City Administrator 11/5/2015



Council Agenda Form

MOTION #		DRAFT #
DATE SUBMITTED: August 31, 2015	DATE TO GO BEFORE COUNCIL: 11/16/2015	
SUBMITTED BY: Hollingsworth		
DEPARTMENT: Community Services, Legislative		

TITLE OF MOTION: Participation in AARP Maryland and World Health Organization (WHO) Age-Friendly Cities and Communities Network

RECOMMENDATION:

I move that the Mayor and Council authorize the Mayor to send a letter to AARP Maryland stating the City of Hyattsville's desire and intent to become a member of the Age-Friendly Cities and Communities Network.

BACKGROUND:

AARP Maryland has a bevy of resources (including technical assistance) available to assist cities and towns in becoming age-friendly communities. In order to regularly access these resources, cities are encouraged to join AARP's network of Age-Friendly Communities, which works to enhance the health and quality of life of older adults along the following eight (8) domains.

1. Outdoor Spaces and Buildings
2. Transportation
3. Housing
4. Social Participation
5. Respect and Social Inclusion
6. Civic Participation and Employment
7. Communication and Information
8. Community Support and Health Services

This letter is intended to set in motion a series of communications and actions required to build the City's capacity to understand, support, and/or serve the needs of older adults.

ANTICIPATED STAFF RESOURCES REQUIRED TO IMPLEMENT:

The ensuing communications and activities will be led by the Director of Community Services and/or his designees as appropriate. A suitable work plan will be developed reflecting staff capacity and tangible outcomes.

CITY ADMINISTRATOR / DEPARTMENT DIRECTOR COMMENT: (must be approved by City Administrator):

Tracey E. Nicholson, City Administrator

STRATEGIC GOALS AND ACTIONS:

- 1.1 Provide opportunities for resident participation in civic engagement.
- 2.5 Leverage funding and resource opportunities to support projects, programs, and services consistent with City's adopted Vision, Mission, and Strategic Goals.
- Goal 3: Promote a Safe and Vibrant Community

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

SUPPORTING DOCUMENTATION:

CURRENT YEAR BUDGET IMPACT: The letter of intent has \$0 impact on the current budget year. Any additional investments to fulfill defined project goals will be presented by the Director of Community Services during the annual budget process.

HYATTSVILLE RESOLUTION 2015-04

A Resolution of AARP Participation in the World Health Organization (WHO) Age-Friendly Cities and Communities Network

WHEREAS, the global population of people aged 60 and over is expected to grow from 600 million in 2000 to almost 2 billion by 2050; and

WHEREAS, in the United States, the population of people aged 65 and over is expected to grow from 35 million in 2000 to 88.5 million by 2050, taking the total share of the 65+ population from 12 percent to 20 percent of the total population; and

WHEREAS, research shows that older Americans overwhelmingly want to remain in their homes and communities as they age; and

WHEREAS, access to quality health care and long-term services and supports is essential for individuals to live in their homes and communities; and

WHEREAS, of the 80 percent of adults 65 and older living in metropolitan areas, 64 percent live outside the principal cities of these areas in suburban locations that tend to be auto-dependent, creating challenges for residents who do not drive; and

WHEREAS, 21 percent of adults age 65 and older do not drive, and more than half of these non-drivers do not leave home on a given day, in part because they lack transportation options; and

WHEREAS, reduced mobility for older non-drivers leads to 15 percent fewer trips to the doctor, 59 percent fewer shopping trips and visits to restaurants, and 65 percent fewer trips for social, family and religious activities; and

WHEREAS, the World Health Organization (WHO) has developed a Global Network of Age-Friendly Cities and Communities to encourage and promote public policies to increase the number of cities and communities that support healthy aging and thereby improve the health, well-being, satisfaction, and quality of life for older Americans; and

WHEREAS, active aging is a life-long process, whereby an age-friendly community is not just “elder-friendly” but also intended to be friendly for all ages; and

WHEREAS, the WHO has noted that “[making cities and communities age-friendly is one of the most effective policy approaches for responding to demographic ageing,” and

WHEREAS, the WHO has developed eight domains of community life that influence the health and quality of life of older people:

1. **Outdoor Spaces and Buildings** – Accessibility to and availability of clean, safe community centers, parks, and other recreational facilities;
2. **Transportation** – Safe and affordable modes of private and public transportation, “Complete Streets” types of initiatives, hospitable built environments;
3. **Housing** – Wide range of housing options for older residents, aging in place and other home modification programs, housing that is accessible to transportation and community and health services;

HYATTSVILLE RESOLUTION 2015-04

4. **Social Participation** – Access to leisure and cultural activities; opportunities for older residents to participate in social and civic engagement with their peers and younger people;
5. **Respect and Social Inclusion** – Programs to support and promote ethnic and cultural diversity, programs to encourage multigenerational interaction and dialogue, programs to combat loneliness and isolation among older residents;
6. **Civic Participation and Employment** – Promotion of paid work and volunteer opportunities for older residents; opportunities for older residents to engage in formulation of policies relevant to their lives;
7. **Communication and Information** – Promotion of and access to the use of technology to keep older residents connected to their community and friends and family, both near and far; and
8. **Community Support and Health Services** – Access to homecare services, clinics, programs to promote active aging (physical exercise and healthy habits); and

WHEREAS, the WHO recognizes that cities and communities have different needs, resources, and varying capacities to engage their resources to take action to facilitate active aging;

NOW, THEREFORE BE IT RESOLVED THAT, that the City of Hyattsville supports initiatives and opportunities to engage in the WHO Age-Friendly Cities and Communities Network of municipalities encouraging and promoting public policies supporting healthy aging.

READ AND PASSED THIS (INSERT DATE).

BY ORDER: Mayor Candace B. Hollingsworth, I hereby certify that Resolution Number 2015-04 is true and correct and duly adopted by the City Council of Hyattsville.

ATTEST/WITNESS:

City of Hyattsville

Laura Reams, City Clerk

Candace B. Hollingsworth, Mayor

Main City Calendar for November 17 – December 13, 2015

Creative Minds

Tuesdays and Thursdays, 10:00 AM - 12:00 PM @ Magruder Recreation Park

Ageless Grace Senior Exercise Class

Wednesdays and Fridays, 10:00 AM - 11:00 AM @ City Administration Building

Leaf Collection

City Wide - ongoing

City-wide leaf collection will begin on Monday, November 2. For important information on leaf collection, including the weekly route schedule and parking restrictions, please visit the Leaf Collection page on the City's website.

Senior Services Department hosts a Walmart/Dollar Tree Shopping Trip

November 17, 9:00 AM - 2:00 PM

Call-a-Bus will transport. Please call 301-985-5020 by 2:00 PM on day prior to event. All are welcome.

Bikeshare Feasibility Study Meeting

November 17, 6:00 PM - 8:00 PM @ City Council Room, Greenbelt Municipal Building, 25 Crescent Road, Greenbelt MD 20770

The meeting will include a detailed presentation by a consultant on a possible bikeshare program, as well as some initial ideas and recommendations. The meeting will be designed so that community residents can learn about the proposal for a bikeshare program and provide their input and ideas.

Planning Committee

November 17, 7:30 PM - 9:30 PM @ 4310 Gallatin Street

Code Compliance Advisory Meeting

November 18, 7:00 PM - 8:30 PM @ City Municipal Building, 1st Floor Multipurpose Room

Senior Services Department hosts a "Cooking Matters" - Price Rite Grocery Store

November 19, 1:30 PM - 4:00 PM

Call-A-Bus will transport. Once participants complete the tour, they will receive a \$10.00 Price Rite gift card. Please call 301-985-5020 by 2:00 PM on day prior to event to make reservation. All are welcome.

Education Advisory Committee

November 19, 6:30 PM - 8:00 PM @ 4310 Gallatin Street

Claus Applause Holiday Decorating Contest Nominations Open

November 23, 12:00 PM - 5:00 PM

Holiday Tree Lighting

December 4, 7:00 PM - 8:00 PM @ Magruder Park

Breakfast with Santa

December 5, 9:00 AM - 10:30 AM @ Hyattsville Municipal Building

Lunch with Santa

December 5, 12:00 PM - 1:30 PM @ Hyattsville Municipal Building

Seating for Breakfast and Lunch with Santa is limited, so reservations are required. To reserve your seats for Breakfast or Lunch, please complete & submit the online Reservation Form or call the Community Services Department at 301-985-5021.

Santa with a Badge

December 12, 10:00 AM @ Hyattsville Municipal Building and Target at Prince George's Plaza.

For more information please call 301-985-5000

Seniors on the Move - Free Movie Monday

December 7, 9:00 AM - 12:30 PM @ Beltway Plaza, Academy 8 Theaters

Call-A-Bus will transport. Please call 301-985-5020 by 2:00 PM on the Friday prior to the event.

City Committees are Recruiting New Members!

The following City Committees are actively seeking new members. If you are interested in serving on a City Committee, please reach out to the Council members for your Ward. For more information on City Committees and their missions, please visit www.hyattsville.org/101/advisory-committees

- **Ethics Commission**
- **Teen Advisory Committee**
- **Shade Tree Board**
- **Education Advisory Committee**
- **Code Compliance Advisory Committee**
- **Police and Public Safety Citizens' Advisory Committee**
- **Residential Parking Committee**
- **Health, Wellness and Recreation Advisory Committee**
- **Planning Committee**

Movin w/ the Mayor- Kick-Off:

The Kick off program will be held in partnership with Ballet, Tap and all that Jazz located at 5103 Baltimore Ave on Wed, 18 November from 6:30-7:30 pm. This program will be a one-time introductory African Dance session that is FREE to Hyattsville residents. This program allows for local businesses to introduce their services to participants and exposes residents to healthy eating, exercise and active living programs. All are welcome and encouraged to attend. POC is Ellarose Preston at epreseton@hyattsville.org; 301-985-5000

Veterans Day - Green Lights

Wed November 11th was Veterans Day. Hyattsville has many Veterans who served or are currently their Country in the Army, Navy, AF, Marine Corps or Coast Guard. If you are a Veteran, we would like to acknowledge you on our cable station. Please send an email to Veteran@hyattsville.org with your full name, branch of service, rank and watch for your name on our station. Veterans can also call 301-985-5000 to be added. Our building will remain lit in green throughout the month of November as our way of showing support for our Veterans.

MOVIN'

WITH THE MAYOR

Join our new community exercise program hosted by Mayor Candace B. Hollingsworth, in partnership with local health and exercise organizations.

Each month we will have a wellness or exercise activity scheduled at various locations within the City.

FREE TO THE PUBLIC

Check out the first few events and stay posted as more are added to the calendar:

West African Dance Class

Wednesday 11/18/15

6:30-7:30 pm at Ballet Tap & All That Jazz
5103 Baltimore Ave, Hyattsville MD 20781

Tai Chi with Dancing In Silence

Saturday 12/19/15

1:00-2:00 pm at the City Municipal Building, 1st Floor
4310 Gallatin St., Hyattsville, MD 20781

Sadie – Caribbean Dance Exercise with Island Fete Fitness

Saturday 1/16/16

12:30-1:30 pm at the City Municipal Building, 1st Floor
4310 Gallatin St., Hyattsville, MD 20781

For more information or to RSVP,
contact Ellarose Preston at 301-985-5006
or epreston@hyattsville.org.

WALK-INS WELCOME



Legislative Session 2015, May 1, 2015 - August 31, 2015				
Council Submitted Motions				
Dept(s)	Sponsor(s)	Subject	Date Submitted	Notes
CS	Hollingsworth	Participation in AARP Maryland and World Health Organization (WHO) Age-Friendly Cities & Communities Network	8/31/2015	
PD	Hollingsworth	Adoption of the Recommendations of the President's Task Force on 21st Century Policing as a Framework for Community Policing in the City of Hyattsville	8/31/2015	
CS, HR	Hollingsworth	Authorizing Application for AmeriCorps VISTA Sponsorship - Digital Inclusion and Civic Engagement	8/31/2015	
CED	Hollingsworth	Initiating the Development of a Community Benefit Agreement Ordinance for the City of Hyattsville	8/31/2015	
CED	Hollingsworth	Authorizing the Development of a Hyattsville Ambassadors Academy	8/31/2015	
HR, Legal	Hollingsworth	Amend Article II - Administration of Government and Article VI - Personnel and Authorize Development of Transition Procedures for Contract Personnel	8/31/2015	
DPW, CED, Finance	Solomon	Grow Green, Grow Clean	7/14/2015	
Clerk, Finance, CED, Legal	Solomon	Voting Rights Act of 2015	7/16/2015	
PD	Solomon	Police Body Camera Implementation Requirements	8/31/2015	
CS	Solomon	Human Rights Day	8/31/2015	
PD, CED, Legal	Solomon	Authorized Enforcement Agent	8/31/2015	
CED, Legal	Solomon/Croslin	Sale of Public Nuisance & Health Regulations	8/31/2015	
Clerk, Legal	Lawrence	Charter Amendment 2015-03, Qualifications of Voters	6/16/2015, revised 8/31/15	
DPW	Lawrence	Hyattsville Sustainable Land & Building Mgmt Practices	8/31/2015	
HR, Finance	Lawrence	Eligibility for City Residency Bonus	8/31/2015	
HR, Finance	Paschall	Paid Family & Medical Leave for City Employees	8/31/2015	
CED	Lawrence	Residential Parking Zone Committee	6/16/2015, revised 8/31/15	Adopted, Motion # 130-10-15
Legislative	Solomon	FY16 Legislative Priorities	8/31/2015	Adopted, (WHVL Metro) # 135-10-15, (Traffic Lights) # 136-10-15
Legislative	Solomon, Frazier	Ward 5 Grant, Community Day	9/24/2015	Adopted, Motion # 128-10-15
CS, Finance	Croslin	Ward 2 Grant, ArtSpin	8/18/2015	Adopted, Motion # 127-10-15
Admin	Solomon	Hyattsville Health, Wellness, & Recreation Committee	7/15/2015	Adopted, Motion # 162-11-15
PD	Solomon	Establishing HLV Police Advisory Committee - Revised title, Hyattsville Police & Public Safety Advisory Committee	5/8/2015, revised 7/20/15	Adopted as amended with revised worksheet, Motion # 121-09-16