

City Council of Hyattsville, Maryland

AGENDA

**City Council Regular Meeting
Tuesday, September 11, 2018
8:00 PM**



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

CITY COUNCIL

[Mayor Candace B. Hollingsworth](#)
[Edouard Haba, Council President, Ward 4](#)
[Kevin Ward, Council Vice President, Ward 1](#)
[Bart Lawrence, Ward 1](#)
[Robert S. Croslin, Ward 2](#)
[Shani N. Warner, Ward 2](#)
[Carrianna Suiter, Ward 3](#)
[Thomas Wright, Ward 3](#)
[Paula J. Perry, Ward 4](#)
[Joseph Solomon, Ward 5](#)
[Erica Spell, Ward 5](#)

ADMINISTRATION

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

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

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

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

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

Consent Agenda: Items listed on the Consent agenda are considered to be routine in nature, and are normally approved by one motion. Please note that most items on the Consent agenda have been discussed at a previous meeting. If a Councilmember wishes to comment on a particular item, that item shall be removed from the Consent agenda to "action" to allow for additional discussion.

Public Input: If you wish to address the Council during the Public Comment period, please submit an Audience Participation Form to the City Clerk prior to the beginning of the meeting. Matters identified during Public Comment that are not on that meeting's agenda will be referred to staff for follow-up or considered on a future agenda. Issues that require a response will be addressed publically at the next regular Council meeting. Speakers are requested to keep their comments to no more than two (2) minutes per speaker. Written comments or supporting documents may be turned in to the City Clerk for distribution to the Mayor and Council.

Ways to Watch the Meetings Live: City Council meetings are broadcast live on cable television channel 71 (Comcast) and channel 12 (Verizon). You may also view meetings live online at hyattsville-md.granicus.com/MediaPlayer.php?camera_id=2

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

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

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



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1. **Call to Order and Council Roll Call**
2. **Pledge of Allegiance to the Flag**
3. **Moment of Silence**
4. **Approval of Agenda**
5. **Public Comment (8:10 p.m. – 8:20 p.m.) Limit 2 minutes per speaker**
6. **Presentations (8:20 p.m. - 8:25 p.m.)**
 - 6.a) **FY17 Audit Update (5 minutes)**
HCC-72-FY19
Lead Sponsor: At the Request of the City Administrator
Co-Sponsor(s): N/A
7. **Consent Items (8:25 p.m. - 8:30 p.m.)**
 - 7.a) **3505 Hamilton Street Renovation Project - Environmental Remediation Oversight and Monitoring**
HCC-54-FY19
I move that the Mayor and Council authorize the expenditure of \$55,000 to Johnson, Mirmiran, & Thompson (JMT) for the Oversight and Monitoring of the Environmental Remediation of 3505 Hamilton Street from FY19 CIP funds previously authorized by Council for the renovation of 3505 Hamilton Street.
Lead Sponsor: At the Request of the City Administrator
Co-Sponsor(s): N/A
[TO 30 Change order 1 Rev%2c1.pdf](#)

[Task Order 30 Abatement for 3505 Hamilton Street Proposal 07JUN2018.pdf](#)
 - 7.b) **Appointment to the Health, Wellness, and Recreation Advisory Committee**
HCC-58-FY19
I move that the Mayor and Council appoint Clarissa Melkonian (Ward 3) to the Health, Wellness, and Recreation Advisory Committee for a term of 2 years to expire on September 11, 2020.
Lead Sponsor: Suiter
Co-Sponsor(s): N/A
[Committee Application_HWRAC_Melkonian W3.pdf](#)

7.c) Appointment to the Education Advisory Committee

HCC-59-FY19

I move that the Mayor and Council appoint Will Staton (Ward 3) to the Education Advisory Committee for a term of 2 years to expire on September 11, 2020.

Lead Sponsor: Lawrence

Co-Sponsor(s): Suiter

[Committee Application EAC Staton W3.pdf](#)

7.d) Appointments to the Hyattsville Environment Committee

HCC-60-FY19

I move that the Mayor and Council appoint Richard Canino (Ward 2) and Theresa Goedeke (Ward 5) to the Hyattsville Environment Committee for a term of 2 years to expire on September 11, 2020.

Lead Sponsor: Perry

Co-Sponsor(s): Solomon, Spell

[Committee Application HEC Canino W2.pdf](#)

[Committee Application HEC Goedeke W5.pdf](#)

7.e) DPW Facility New Construction Project - IT Cabling Project

HCC-56-FY19

I move that the Mayor and Council authorize the City Administrator to execute the purchase agreement with Dataprise in the amount of \$33,000 for the purposes of installing IT, Security, and Communications cabling in the new Public Works facility.

Lead Sponsor: At the Request of the City Administrator

Co-Sponsor(s): N/A

[2018-CQK-P11 - Cabling Project \(1\).pdf](#)

7.f) DPW Facility New Construction Project - IT Infrastructure Deployment

HCC-55-FY19

I move that the Mayor and Council authorize the City Administrator to enter into a purchase agreement, not to exceed \$25,000, with Dataprise to provide IT services for the DPW Facility New Construction project under the existing contract.

Lead Sponsor: At the Request of the City Administrator

Co-Sponsor(s): N/A

[2018-CQK-P10 - Public Works Infrastructure Deployment \(1\).pdf](#)

7.g) FY19 Budget Appropriation: Toyota of Bowie Donation

HCC-61-FY19

I move that the Mayor and Council accept and appropriate into the FY19 budget a donation in the amount of \$2,064 from Toyota of Bowie to the Community Action Team for the purpose of purchasing gift cards for children's use during the City's annual Shop with a Cop event.

Lead Sponsor: At the Request of the City Administrator

Co-Sponsor(s): N/A

[Donation.pdf](#)

**7.h) DPW Facility New Construction Project - Purchase of Lifts
HCC-33-FY19**

I move that the Mayor and Council authorize an expenditure not to exceed \$250,000 with Alan Tye & Associates for the purchase of a Stertil-Koni Skylift Sky200 and a Stertil-Koni ECO 60-13 heavy equipment lifts, including installation and training, for the new DPW Facility.

Lead Sponsor: At the Request of the City Administrator

Co-Sponsor(s): N/A

[City of Hyattsville - new facility - 080118 \(003\).pdf](#)

[Stertil-Koni Contract 061015.pdf](#)

[Acceptance and Award-Stertil-Koni-061015.pdf](#)

**7.i) FY19 Budget Appropriation: Maryland Criminal Intelligence Network (MCIN) Grant
HCC-57-FY19**

I move that the Mayor and Council accept and appropriate into the FY19 budget the Grant Award from the Governor's Office on Crime Control and Prevention in the amount of \$387,116 for the 'Maryland Criminal Intelligence Network' program.

Lead Sponsor: At the Request of the City Administrator

Co-Sponsor(s): N/A

[AwardPacketAuthorizedOfficial_Generated.pdf](#)

[AwardPacketProjectDirector_Generated.pdf](#)

**7.j) FY19 Budget Appropriation: Stonyfield Grant
HCC-63-FY19**

I move that the Mayor and Council accept and appropriate into the FY19 budget a \$5,000 grant donation from Stonyfield to pilot a organic turf program at Magruder Park playing fields.

Lead Sponsor: At the Request of the City Administrator

Co-Sponsor(s): N/A

[Town Conditions - FIELDS Final \(1\).pdf](#)

**7.k) Northwestern High School Night School and After School Activities Memorandums of Understanding
HCC-68-FY19**

I move that the Mayor and Council approve the 2018 Memorandum of Understanding between the Board of Education of Prince George's County and the City of Hyattsville Police Department to have a police presence during night school and during sporting events and extracurricular activities.

Lead Sponsor: At the Request of the City Administrator

Co-Sponsor(s): N/A

[HCPD MOU Extracurricular Events \(1\) 2018.doc](#)

[HCPD MOU Night School 2018 \(1\).doc](#)

**7.l) 3505 Hamilton Street Renovation Project - Environmental Remediation Change Order
HCC-64-FY19**

I move that the Mayor and Council authorize an expenditure of \$30,000 with Retro Environmental to cover additional quantities of hazardous materials removed from 3505 Hamilton St greater than initially estimated in the original contract award.

Lead Sponsor: At the Request of the City Administrator

Co-Sponsor(s): N/A

[retro change order email.pdf](#)

7.m) 3505 Hamilton Street Renovation Project - IT Infrastructure Deployment

HCC-62-FY19

I move that the Mayor and Council authorize the City Administrator to enter into a purchase agreement with Dataprise, not to exceed \$25,000, to provide IT services for the new Police station project at 3505 Hamilton Street under their existing contract with the City.

Lead Sponsor: At the Request of the City Administrator

Co-Sponsor(s): N/A

[2018-CQK-P14 - Police Office Building Design and Discovery.pdf](#)

7.n) 3505 Hamilton Street Renovation Project - Variance Agreement

HCC-65-FY19

I move that the Mayor and Council authorize the City Administrator to enter into a hold harmless agreement with Prince George's County as a condition for a variance requested for the renovation of 3505 Hamilton Street.

Lead Sponsor: At the Request of the City Administrator

Co-Sponsor(s):

[3505 Hamilton%2c Hold Harmless Agreement 8-7-2018.pdf](#)

7.o) Proclamation in Recognition of Hispanic Heritage Month

HCC-75-FY19

I move that the Mayor and Council proclaim September 15, 2018 through October 15, 2018 as Hispanic Heritage Month in the City of Hyattsville.

Lead Sponsor: At the Request of the City Administrator

Co-Sponsor(s): N/A

[Hispanic Heritage Month 2018 \(1\).docx](#)

8. Action Items (8:30 p.m. - 9:15 p.m.)

8.a) CSP-18002: Magruder Pointe (30 minutes)

HCC-69-FY19

I authorize the Mayor and/or Staff to orally testify to the District Council in opposition to any zoning change on the WSSC property. This would include opposition to a rezoning to R-55, AND/OR authorize the Mayor to send correspondence to the District Council stating the City's opposition to the procedures used in the review of this application.

Lead Sponsor: At the Request of the City Administrator

Co-Sponsor(s): N/A

[District Council Action Memo TND edits 1 .docx](#)

8.b) Hyattsville Ordinance 2018-05, Amendment to Chapter 114, Article IV: Residential Parking Zones (15 minutes)

HCC-348-FY18

I move that the Mayor and Council introduce Hyattsville Ordinance 2018-05, an Ordinance whereby the City of Hyattsville amends Chapter 114 to refine the City's residential parking permit system (FIRST READING).

Lead Sponsor: At the Request of the City Administrator

Co-Sponsor(s): N/A

[Ordinance 2018-05 Residential Parking \(Ch. 114\) 9-6-2018.pdf](#)

[MM Re Ordinance 2018 Residential Parking \(Ch. 114\) 5-7-2018 Comments.pdf](#)

9. Discussion Items (9:15 p.m. - 9:25 p.m.)

9.a) FY19 Capital Budget Amendment: 3505 Hamilton Street (10 minutes)

HCC-76-FY19

I move that the Mayor and Council amend the FY2019 Capital Budget and appropriate \$8,289,000 for construction costs, contingency's, permits, fees, storage containers, mural storage and other costs directly attributed to renovation of the 3505 Hamilton Street facility.

Lead Sponsor: At the Request of the City Administrator

Co-Sponsor(s): N/A

10. Council Dialogue (9:25 p.m. - 9:35 p.m.)

11. Community Notices and Meetings

11.a) City Calendar: September 12 - October 1, 2018

HCC-73-FY19

Lead Sponsor: At the Request of the City Administrator

Co-Sponsor(s):

[Main City Calendar_Sep 12 - Oct 1 2018.docx](#)

11.b) PARK(ing) Day 2018

HCC-74-FY19

Lead Sponsor: At the Request of the City Administrator

Co-Sponsor(s):

[Citywide Flyer - Website URL\[65239\].pdf](#)

12. Motion to Close

12.a) Motion to Close (30 minutes)

HCC-71-FY19

I move that the Mayor and Council close the Council Meeting of September 11, 2018 to discuss confidential commercial or financial information related to a proposed development and to receive legal advice.

The reason for closing the meeting under these exceptions is to maintain legally required confidentiality in regard to commercial and/or financial information. The meeting will also be closed so that the Mayor and Council may receive legal advice. The reason for closing the meeting under this exception is to protect attorney-client communications.

This session will be closed under the authority of the Annotated Code of Maryland State Government General Provisions Article Section 3-305(b) (13) To comply with a specific constitutional, statutory, or judicially imposed requirement that prevents public disclosures about a particular proceeding or matter; and 3-305(b) (7) to consult with counsel to obtain legal advice.

Lead Sponsor: At the Request of the City Administrator

Co-Sponsor(s): N/A



Hyattsville City Council Agenda Item Report

Meeting Date: September 11, 2018

Submitted by: Ron Brooks

Submitting Department: Finance

Item Type: Audit

Agenda Section: Presentations (8:20 p.m. - 8:25 p.m.)

SUBJECT

FY17 Audit Update (5 minutes)

HCC-72-FY19

Recommendation:

Sponsor(s):

At the Request of the City Administrator

Co-Sponsor(s):

N/A

ATTACHMENTS

Summary Background:

The FY-2017 audit is still in the analytical stage and progressing well. We expect completion before the end of this calendar year. New GASB announcements are still being considered for implementation prior to closeout of FY-2017.

Next Steps:

Continue to work through the audit until completion.

Fiscal Impact:

Late audit filings can result in loss of State Grants and loss of revenues from the State of Maryland.

City Administrator Comments:

See summary above.

Community Engagement:

N/A

Strategic Goals:

Goal 1 – Ensure Transparent and Accessible Governance

Legal Review Required?

N/A



Hyattsville City Council Agenda Item Report

Meeting Date: September 11, 2018

Submitted by: Hal Metzler

Submitting Department: Public Works

Item Type: Purchase

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

SUBJECT

3505 Hamilton Street Renovation Project - Environmental Remediation Oversight and Monitoring

HCC-54-FY19

Recommendation:

I move that the Mayor and Council authorize the expenditure of \$55,000 to Johnson, Mirmiran, & Thompson (JMT) for the Oversight and Monitoring of the Environmental Remediation of 3505 Hamilton Street from FY19 CIP funds previously authorized by Council for the renovation of 3505 Hamilton Street.

Sponsor(s):

At the Request of the City Administrator

Co-Sponsor(s):

N/A

ATTACHMENTS

[TO 30 Change order 1 Rev%2c1.pdf](#)

[Task Order 30 Abatement for 3505 Hamilton Street Proposal 07JUN2018.pdf](#)

Summary Background:

On May 21, 2018 the Council approved a contract with Retro Environmental to provide the Environmental Remediation of 3505 Hamilton Street. JMT was tasked with providing the daily oversight and monitoring of the work. The original estimate was low enough that the JMT work was undertaken as part of an existing PO issued for work related to the design of 3505 Hamilton Street. Due to Retro Environmental needing twice as long as originally budgeted when the remediation was started in June 2018, a new PO will be requested to cover the remediation oversight and monitoring so as to not prematurely exhaust the design funds before the work is completed.

Next Steps:

N/A

Fiscal Impact:

\$55,000

City Administrator Comments:

Recommend Support

Community Engagement:

N/A

Strategic Goals:

Goal 3 – Promote a Safe and Vibrant Community

Legal Review Required?

N/A



August 2, 2018

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

Re: Proposed Change Order No. 1, Rev. 1 for Hyattsville Police Headquarters – 3505 Hamilton Street, Hyattsville, MD Hazardous Material Abatement Oversight and Monitoring DPW07132015 / JMT #16-1916-030

Dear Mr. Metzler,

JOHNSON, MIRMIRAN & THOMPSON is pleased to provide the attached price proposal for the continued oversight and monitoring services for the abatement of 3505 Hamilton Street. The additional work was based on the extension of the project duration. Originally, the completion date was for July 19, 2018 and currently extended to August 20th, 2018. JMT and subconsultant Aerosol Monitoring & Analysis, Inc (AMA) understands the project duration of twenty-two (22) additional working days, eight hours a day.

Total Amount Not to Exceed

\$22,702.50

The continued scope of work and deliverables will include

- Limited Oversight of AMA Monitoring; JMT
- PCM Testing; AMA
- Continued daily activity reports; AMA & JMT
- Progress Photographs; AMA
- Final Field Reports; AMA. Final Task Order Report, JMT.

The scope of work does not include:

- Overtime services
- Responsibility for Contractors Means, Methods or Safety program
- Costs exceeding August 6, 2018.
- Costs associated with Permitting or Contractor's Regulatory Agency Compliance reporting
- Additional Hazardous Material Testing

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

JOHNSON, MIRMIRAN & THOMPSON

Jeff Burkhart, CCM
Senior Associate

cc: Lesley Riddle, Hyattsville
Jon Ryan, JMT
Soli Guille, JMT



June 7, 2018

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

RE: 3505 Abatement Oversight and Monitoring, Hyattsville, MD
DPW07132015 / JMT #16-1916-030

Dear Mr. Metzler,

JOHNSON, MIRMIRAN & THOMPSON is pleased to offer to provide the City of Hyattsville oversight and monitoring services for the abatement of 3505 Hamilton Street. The duration of the project will be twenty (20) days. For this task, JMT will have a subconsultant, AMA, and assumes an 8-hour field day.

The scope of work and deliverables will include:

- Daily Reports
- Progress Photographs
- Final Field Report
- PCM testing
- TEM Air Samples Testing (test is a set of 5 tests for each "work area")

Total Amount Not To Exceed **\$28,880.00**

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

Very truly yours,

JOHNSON, MIRMIRAN & THOMPSON, INC

Jeff Burkhart
Senior Associate

cc: Jon Ryan, JMT
Soli Guille, JMT



Hyattsville City Council Agenda Item Report

Meeting Date: September 11, 2018

Submitted by: Nicola Konigkramer

Submitting Department: City Clerk

Item Type: Appointment

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

SUBJECT

Appointment to the Health, Wellness, and Recreation Advisory Committee

HCC-58-FY19

Recommendation:

I move that the Mayor and Council appoint Clarissa Melkonian (Ward 3) to the Health, Wellness, and Recreation Advisory Committee for a term of 2 years to expire on September 11, 2020.

Sponsor(s):

Suiter

Co-Sponsor(s):

N/A

ATTACHMENTS

[Committee Application_HWRAC_Melkonian W3.pdf](#)

Summary Background:

Please see attached application.

Next Steps:

Staff liaisons for HWRAC Committee will reach out to the new appointee to invite them to attend the next meeting.

Fiscal Impact:

N/A

City Administrator Comments:

Recommend Approval

Community Engagement:

Agendas for the HWRAC Meetings are posted on the City's website. Meetings are open to the public and all are encouraged to attend.

Strategic Goals:

Goal 1 - Ensure Transparent & Accessible Governance

Action 1.1 - Provide information and opportunities for resident participation in civic endeavors.

Legal Review Required?

N/A

Board, Committee and Commission Application

Profile

Clarissa

First Name

Melkonian

Last Name

Email Address

Street Address

City

Suite or Apt

State

Postal Code

To find your City Ward, click on this link! <http://www.hyattsville.org/538/Residency-Verification-Page>

*

☒ Ward 3

Primary Phone

Alternate Phone

Which Boards would you like to apply for?

Health, Wellness and Recreation Advisory Committee: Submitted

Referred By:

Biographical Statement

Since moving to Hyattsville in 2014, I have wanted to help my community by contributing to the expansive outreach and education programs that Hyattsville offers to its residents. The health education and wellness classes and special events that have been made available throughout the wards offer something for every member of our community. Hyattsville, I believe, would be a great area to start an anti-stigma campaign by avoiding the use of biased and hurtful words, attitudes and behaviors that can hinder helping those persons with substance use disorders and others we serve. Through my work, I am constantly working with local colleges and health systems to improve the health and quality of care for the residents of Montgomery county and I would like to bring that commitment to the HWRAC. Community health programs are vital to keeping our community happy and healthy. This committee's tireless work of going into the community to improve our parks, creating safety routes for children, and finding options for recreational space and community centers where people can gather and socialize will, ultimately, help increase access to care for those who often go without—and to break down communication and cultural barriers that impede our community's health.



Hyattsville City Council Agenda Item Report

Meeting Date: September 11, 2018

Submitted by: Nicola Konigkramer

Submitting Department: City Clerk

Item Type: Appointment

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

SUBJECT

Appointment to the Education Advisory Committee

HCC-59-FY19

Recommendation:

I move that the Mayor and Council appoint Will Staton (Ward 3) to the Education Advisory Committee for a term of 2 years to expire on September 11, 2020.

Sponsor(s):

Lawrence

Co-Sponsor(s):

Suiter

ATTACHMENTS

[Committee Application_EAC_Staton W3.pdf](#)

Summary Background:

Please see attached application.

Next Steps:

Staff liaisons for HWRAC Committee will reach out to the new appointee to invite them to attend the next meeting.

Fiscal Impact:

N/A

City Administrator Comments:

Recommend Approval

Community Engagement:

Agendas for the EAC Meetings are posted on the City's website. Meetings are open to the public and all are encouraged to attend.

Strategic Goals:

Goal 1 - Ensure Transparent and Accessible Governance

Action 1.1 - Provide Information and Opportunities for Resident Participation in Civic Endeavors.

Legal Review Required?

N/A

Board, Committee and Commission Application

Profile

Will

First Name

Staton

Last Name

Email Address

Street Address

City

Suite or Apt

State

Postal Code

To find your City Ward, click on this link! <http://www.hyattsville.org/538/Residency-Verification-Page>

*

☒ Ward 3

Primary Phone

Alternate Phone

Which Boards would you like to apply for?

Education Advisory Committee: Submitted

Referred By:

Biographical Statement

I have been an educator my entire 10-year career, working in schools in north Memphis, Harlem, and SE DC. I believe education is the single most important way to improve individual outcomes and society as a whole. I view providing every child with an excellent education as both a moral mandate and a pragmatic responsibility to ensure our democracy functions well and vibrantly and that people have access to opportunity to fulfill their goals. I have served as a teacher, talent recruiter, administrator, and dean of students, and have a great deal of experience and expertise to improve and support schools. I also have community organizing experience, and have worked with parents and many other important stakeholders including district administrators and elected officials.



Hyattsville City Council Agenda Item Report

Meeting Date: September 11, 2018

Submitted by: Nicola Konigkramer

Submitting Department: City Clerk

Item Type: Appointment

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

SUBJECT

Appointments to the Hyattsville Environment Committee

HCC-60-FY19

Recommendation:

I move that the Mayor and Council appoint Richard Canino (Ward 2) and Theresa Goedeke (Ward 5) to the Hyattsville Environment Committee for a term of 2 years to expire on September 11, 2020.

Sponsor(s):

Perry

Co-Sponsor(s):

Solomon, Spell

ATTACHMENTS

[Committee Application_HEC_Canino W2.pdf](#)

[Committee Application_HEC_Goedeke W5.pdf](#)

Summary Background:

Please see attached application.

Next Steps:

Staff liaisons for HEC Committee will reach out to the new appointee to invite them to attend the next meeting.

Fiscal Impact:

N/A

City Administrator Comments:

Recommend Support

Community Engagement:

Agendas for the HEC Meetings are posted on the City's website. Meetings are open to the public and all are encouraged to attend.

Strategic Goals:

Goal 1 - Ensure Transparent and Accessible Governance

Action 1.1 - Provide Information and Opportunities for Resident Participation in Civic Endeavors.

Legal Review Required?

N/A

Board, Committee and Commission Application

Profile

Richard

First Name

Canino

Last Name

Email Address

Street Address

City

Suite or Apt

State

Postal Code

To find your City Ward, click on this link! <http://www.hyattsville.org/538/Residency-Verification-Page>

*

☒ Ward 2

Primary Phone

Alternate Phone

Which Boards would you like to apply for?

Hyattsville Environment Committee: Submitted

Referred By:

Biographical Statement

I am interested in filling one of the vacancies on the Hyattsville Environmental Committee because I am looking for an opportunity to give back to the community in area that capitalizes on my university studies and my professional career. I have a Master's in Public Administration from Syracuse University, with a focus on environmental policy. I have also helped implement many environmental laws at positions across the US Environmental Protection Agency, including the Clean Air Act, the Comprehensive Environmental Response, Compensation, and Liability Act and the Resource Conservation and Recovery Act, among others. One of the biggest things I've learned at the EPA is just how important it is to stress the everyday actions that people can take to help improve their environment, and I would greatly appreciate the opportunity to be able to present such activities in Hyattsville.

Board, Committee and Commission Application

Profile

Theresa

First Name

Goedeke

Last Name

Email Address

Street Address

Suite or Apt

State

City

Postal Code

To find your City Ward, click on this link! <http://www.hyattsville.org/538/Residency-Verification-Page>

*

☒ Ward 5

Primary Phone

Alternate Phone

Which Boards would you like to apply for?

Hyattsville Environment Committee: Submitted

Joseph Solomon

Referred By:

Biographical Statement

I am an environmental sociologist by training and have been conducting social research on environmental topics for over twenty years. I have always enjoyed learning about plants and animals, and the habitats upon which they depend. I am an amateur naturalist and landscape my yard in Hyattsville to benefit urban wildlife. I believe that people have an obligation to steward natural resources, ensure a clean environment, and strive to keep ecosystems intact. I believe that nature is right outside our front door and we have a wonderful opportunity to enjoy and care for it. I have been impressed by Hyattsville's effort to manage its trees, used native plantings, etc. For all of these reasons, I choose to apply to the Hyattsville Environment Committee.



Hyattsville City Council Agenda Item Report

Meeting Date: September 11, 2018

Submitted by: Hal Metzler

Submitting Department: Public Works

Item Type: Purchase

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

SUBJECT

DPW Facility New Construction Project - IT Cabling Project

HCC-56-FY19

Recommendation:

I move that the Mayor and Council authorize the City Administrator to execute the purchase agreement with Dataprise in the amount of \$33,000 for the purposes of installing IT, Security, and Communications cabling in the new Public Works facility.

Sponsor(s):

At the Request of the City Administrator

Co-Sponsor(s):

N/A

ATTACHMENTS

[2018-CQK-P11 - Cabling Project \(1\).pdf](#)

Summary Background:

Dataprise currently has a contract to provide IT services to the City. Under this contract Dataprise has provided the attached proposal to install IT/Security/Communications cabling in the Public Works New Facility Construction project. Construction of the new facility is expected to begin in early Fall of 2018 and be ready for occupancy in Spring 2019.

Next Steps:

N/A

Fiscal Impact:

\$33,000

City Administrator Comments:

Recommend Support

Community Engagement:

N/A

Strategic Goals:

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

Legal Review Required?

N/A

Customer: City of Hyattsville

Bill to: 4310 Gallatin Street
Hyattsville, MD 20781

Ship to: -- SAME --

Attention: James Chandler

Cust. PO: NONE

Date: 5/23/2018

Representative: Jonathan Durgam

Prices Expire: 6/20/2018

Terms: See attached.

I. Product / Service
Project: DATAPRISE FIXED PRICE PROJECT SERVICES - CABLING PROJECT
Task 1 - Fixed Project Labor for Cabling Project.
Task 1 - General

- A. Dataprise Contractor will provide, install, terminate, and label, category 6 cabling infrastructure and components as designated by Dataprise and the City of Hyattsville
- B. Contractor will provide and install plenum rated category 6 23 awg 4-pair cable for all Network, Wireless Access Point, Security Camera, and Access Control locations for this project.
- C. Contractor will test all network cables and provide complete test documentation and as-built drawings of all newly installed cable to Dataprise, Inc and the City of Hyattsville upon completion of the installation project according to ANSI/TIA/EIA standards.
- D. The schedule of work will be based from the General Contractor's construction schedule and tasked by the Contractor in the following order:
- Cable Rough In
 - Server Room Build-out and Termination
 - Office Workstation Cable Termination
 - Cable Testing and Labeling

Task 2 - Network Category 6 Cabling Infrastructure Locations

- A. Contractor shall provide 4-pair, unshielded Category 6, 24 AWG plenum cable for all workstation locations and Wireless Access Point locations utilizing the plenum ceiling for this cabling installation.
- B. Contractor will route all Category 6 cables from the proposed Server Room #7 located in back of Storage Room # 8 and in between Supervisor Office #5 and the Coffee and Copy Room #10, to the designated workstation communication outlets. Where possible, BTC will route and support all cables down main corridors in using J-hooks or cable straps to the workstation locations.
- C. All cables will terminate on the associated 48 or 24 port category 6 patch panels in the proposed Server Room #7.
- D. Contractor will ensure that a minimum of twelve (12) inches be left in the wall office locations to provide proper bend radius.
- E. Contractor will adhere to (ANSI) EIA/TIA 569 Commercial Building Standards for Telecommunications Pathways and Spaces.

Task 3 - Proposed IT Server Room

- A. Contractor will install two (2) communications cabinets that are to be provided by Dataprise. These new cabinets will be used for the newly installed category 6 network, Security Cameras, and Access Control cables, along with the associated switches, and UPS that will be provided by Dataprise.
- B. Contractor will install a ladder rack system above the new communications rack for proper workstation cable management.
- C. Contractor will install three (3) category 6 modular type 48 port patch panels for the Network workstation cables. Contractor will install one (1) category 6 modular type 48 port patch panel for Security camera cables. Contractor will install one (1) category 6 modular type 24 port patch panel for access control cables. Contractor will install horizontal wire management in between each patch panel as designated by Dataprise. The exact placement of all patch panels in cabinets will be determined by Dataprise prior to commencement of termination of cables.
- D. The Communications Cabinets and ladder rack system will be properly grounded using #6 gauge ground wire, which will be connected to a ground bus bar that will be connected to the electrical panel or building ground by the general or electrical contractor.
- E. Contractor will ensure that the cable and twist will be terminated with in ½" or less of the end of each category 6 cable.
- F. All "home run" category 6 cables will be terminated, tested and labeled in these patch panels.

Task 4 - Labeling

- A. Contractor shall label each outlet and patch panel, and shall adhere to (ANSI) EIA / TIA 606 Administration Standards and minimally will have the following information: MC or TC-Identifier or Floor number, outlet number, and position.

Task 5 - Horizontal Category 6 Cable Testing

- A. Contractor will test each Category 6 cable according to EIA/TIA, TSB 67 and will include additional testing parameters as stated below. Contractor will test the basic link using a JDSU Cable Validator or a Fluke DTX 1800 for voice and data cables, which cover

the following: Wire Map, Length, Attenuation, Insertion Loss, Near End Crosstalk, Propagation Delay and Delay Skew Power Sum ACR, ELFEXT, PSNEXT, PSELFEXT, Return Loss
B. Contractor will use the manufactures specified 2-meter cords at each end of the link. Contractor will test the category 6 cables using category 6 parameters as designated by Dataprise, Inc.
C. Contractor will immediately either re-terminate, or remove and replace any cable that fails the parameters above. Contractor will retest all any cables that have been re-terminated or re-installed before the cable plant is presented to Dataprise, Inc.
D. Contractor will deliver a fault free system using the basic link test and test device.

Task 6 - Documentation

A. Contractor will start compiling a Dataprise, Inc. Client Completion Package. This Project Completion Package includes wall framed as-built drawings for the proposed space (this is contingent upon receiving site plans and drawings from Dataprise, Inc. In addition, the Project Completion Package will contain as built drawings, (not to scale), Port assignment sheets, and all test results on CD. Contractor will submit the final completion package within two (2) weeks of the project completion.

Special Terms:

Due to rapid growth, The City of Hyattsville, has a need to build a new Maintenance & Operations building that will be located at 4633 Arundel Place, in Hyattsville, Maryland. It is the intention of Dataprise, Inc. to contract a cabling vendor to install a Category 6 cabling infrastructure to support The City of Hyattsville's Network, Security Cameras and Access Control systems for the new building.

Project Assumptions:

1. Dataprise Contractor assumes that conduits and/or ring and string will be installed at all office network workstation locations Security Camera locations and access control locations by the General or Electrical Contractor.
2. Dataprise Contractor will require access to all spaces as designated in this proposal. Contractor will give advanced notice and work with Dataprise, Inc., the General Contractor and building management facilities, in coordinating start times, and access into The City of Hyattsville offices and other common spaces as needed.
3. Dataprise Contractor has not provided patch cable pricing for this proposal. Contractor has provided line item pricing for each if a requirement becomes necessary.
4. There are no audio visual requirements at this time.

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Out of Scope:

1. Any tasks or products not specifically included in this statement of work must be agreed to in a written change order by all parties involved.
2. Dataprise Contractor is not providing the provisioning for; cable removal, inside/outside plant duct bank, manhole or inner-duct installation, Power Poles, PDS, floor boxes, core holes, poke through devices, or power requirements. At this time, BTC is not providing the provisioning for any Audio Visual Equipment, (Smart boards, Projectors, etc.), phone system installation, intercom or paging systems. Ring and string, all conduits, sleeves, power poles, core holes and poke through devices will be the responsibility of the General or Electrical contractor.

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Customer Responsibilities:

1. Dataprise Contractor will require Certificate of Insurance (COI) requirements from the property or management or building owners with all additionally insured entities. In addition, Contractor will require the Building Permit number to obtain a low voltage permit for the project.

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II. Price Summary

Product / Service

Section 1 - Additional	\$17,812.70
Sub Total Products:	\$17,812.70
Total Non-Recurring Technical Services	\$12,739.82
0.00% Sales Tax:	\$0.00
TOTAL:	<u>\$30,552.52</u>

Note: See price detail for optional items.

50% Down payment of \$15,276.26 due upon execution of this order. Please remit to:
Dataprise, Inc.
Attn.: Accounts Receivable
P.O. Box 62550
Baltimore, MD 21264-2550



Thank you for this opportunity to serve you.

Questions? Contact your Dataprise Account Executive:

Jonathan Durgam
1-410-230-9999 Ext. 10609
Jonathan.Durgam@dataprise.com

III. Customer Authorization

By signing this Purchase Agreement, Customer hereby authorizes Dataprise, Inc. to fulfill the requirements specified under Product / Services (including the Special Terms) above according to the Prices specified and the Terms and Conditions of Sale below. Please have an authorized representative of your organization sign below and return.

AUTHORIZED CUSTOMER NAME (Printed)

AUTHORIZED CUSTOMER SIGNATURE

TITLE

Date

DATAPRISE, INC.

AUTHORIZED DATAPRISE REPRESENTATIVE NAME

for Dataprise, Inc.

TITLE

5/23/2018

Date

IV. Price Detail

Section 1 - Additional

#	Item	Part #	Qty.	Price	Extension	
(Hardware)						
1.	MATERIALS	MAT	1	\$16,712.70	\$16,712.70	T
2.	SCISSORS LIFT RENTAL	SLR	1	\$1,100.00	\$1,100.00	
<i>T=Taxable Item</i>				Sub Total:	\$17,812.70	

Non-Recurring Technical Services Detail

Task	Description	Qty.	Per	Price	Extension
1	Fixed Project Labor for Cabling Project	1		\$12,739.82	\$12,739.82
<i>T=Taxable Item</i>				Sub Total:	\$12,739.82

Section 1 - Additional - OPTIONAL ITEMS

#	Item	Part #	Min Qty.	Price	Extension
(Hardware)					
1.	3' CATEGORY 6 PATCH CABLE	3C6P	1	\$3.27	\$3.27
2.	5' CATEGORY 6 PATCH CABLE	5C6P	1	\$4.06	\$4.06
3.	7' CATEGORY 6 PATCH CABLE	7C6P	1	\$5.23	\$5.23
4.	10' CATEGORY 6 PATCH CABLE	10C6P	1	\$5.78	\$5.78
(Software)					
1.	LOW VOLTAGE PERMIT (IF REQUIRED)	LVP	1	\$550.00	\$550.00
<i>T=Taxable Item</i>				Sub Total:	\$568.34

A. General

1. SERVICES: The Services provided hereunder are as described under the "Product / Service" section of this Agreement. All time billed to the nearest 1/4 hour increment.
2. TAXES AND SHIPPING: Applicable taxes, shipping, and freight charges are the responsibility of Customer and may not be included in Dataprise pricing.
3. ENTIRE AGREEMENT: This Agreement supersedes all previous proposals and discussions and reflects the final understanding between the Customer and Dataprise, Inc. with respect to the subject matter of the Agreement.
4. EXPENSES: Customer will be invoiced separately for any procurement expenses for equipment or other hardware or software as may be provided by Dataprise.
5. SCHEDULED VISIT CANCELLATIONS: Twenty-four (24) hours notice is required for any cancellation or rescheduling of regularly scheduled or planned on-site visits. Failure to provide such notice may result, at Dataprise's sole discretion, in the charging of anticipated on-site visit fees.
6. HIRING OF DATAPRISE PERSONNEL: Customer hereby understands and agrees that Dataprise spends considerable time and money hiring, training and growing its professional staff and that its staff is generally utilized among many different clients. Accordingly, Customer agrees that it will not solicit for employment, hire or contract with any of Dataprise's existing or former technical or professional personnel assigned either directly or indirectly to Customer's account during the term of this Agreement and for a period of two years from its termination, regardless of the reason for termination. Customer agrees to pay Dataprise the sum of \$35,000 as liquidated damages for the breach or attempted breach of this provision for each occurrence thereof. For this purpose, solicitation does not include contact resulting from indirect means such as public advertisement, Internet postings, placement firm searches or similar means not directed specifically at the employee to which the employee responds on his or her own initiative, as long as any such general advertisements are not made for the purpose of circumventing this section. This provision shall survive the termination of this Agreement for any reason.
7. ORIGINAL SIGNATURE: Customer hereby agrees to and attests that any signature by facsimile is deemed to be an original.
8. EQUIPMENT SALES: All hardware and software equipment sales provided hereunder are final and products listed herein may not be returned unless previously authorized. Dataprise generally offers a 15 day return period on all items still in their original manufacturer's packaging and in re-sellable condition. Dataprise may charge a 15% restocking fee on all returned items. Final return authorization is subject to original equipment manufacturer (OEM) approval. Equipment pricing is subject to fluctuations due to changing market conditions and availability and cannot be guaranteed. Consequently, Dataprise may cancel or offer substitutions on those items that, at time of order, are no longer available at the prices quoted herein.
9. PRODUCT SUBSTITUTIONS: If equipment specified hereunder is unavailable from manufacturer, Dataprise will consult with Customer concerning substitutions. Any price impact resulting from necessary substitution(s) will be subject to price adjustment.
10. CHANGE IN INSTALLATION CONDITIONS: If installation conditions at Customer's site are different from those reasonably discoverable during an initial walk-through of the site by Dataprise staff or are different from those that are explicitly communicated to Dataprise staff by the Customer, and such different conditions cause an increase in Dataprise's installation or labor costs, then Dataprise shall be entitled to equitable price adjustment to cover such additional costs.
11. INDEPENDENT CONTRACTOR: Dataprise is and shall at all times be an independent contractor and shall not be deemed an employee or agent of Customer. Nothing in this Agreement is intended to, or shall be deemed to, constitute a partnership or joint venture between the parties.
12. CONFLICT OF TERMS: Where these "Terms and Conditions of Sale" conflict with anything contained in the "Special Terms" found in Section I, Product / Services, the "Special Terms" conditions shall control.
13. TERMINATION: This Agreement may be terminated by either party with thirty (30) days' written notice on account of a party's material failure to perform which is not cured within thirty (30) days' written notice to the breaching party. In the event that either party terminates this Agreement prior to the completion or final delivery of Products and/or Services hereunder, Customer shall be liable to Dataprise for any products delivered or services rendered through the date of termination, including any hourly non-recurring technical services that may have accrued.

B. Limitation of Liability

1. Dataprise's failure to perform any term or condition of this Agreement as a result of conditions beyond its control such as, but not limited to, war, terrorism, strikes, fires, floods, acts of God, governmental restrictions or power failures shall not be deemed a breach of this Agreement.
2. Warranties of any and all hardware equipment and software applications are provided directly by their respective manufacturers. Dataprise assumes no risk whatsoever for any defective items but will make reasonable efforts to assist Customer in obtaining repair or replacement under manufacturer's warranty.
3. It is expressly understood and agreed that Dataprise has not made any guarantees or promises to Customer with respect to the exact date of the complete delivery, installation and operational status of any equipment or services provided hereunder.
4. Dataprise warrants that the technical support services being performed by it under this Agreement will be performed in a professional manner and that Dataprise will use commercially reasonable efforts in addressing all service problems. Dataprise's total liability under this Agreement shall in no event exceed the total amounts paid by Customer to Dataprise under this Agreement.
5. THE LIMITED WARRANTIES SET FORTH ABOVE ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS, EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE SERVICES OR PRODUCTS PROVIDED UNDER THIS AGREEMENT, OR AS TO THE RESULTS WHICH MAY BE OBTAINED THEREFROM, AND AS TO ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL DATAPRISE BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES FOR LOSS OF PROFITS OR LOSS OF DATA ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE PERFORMANCE OR BREACH THEREOF, THE SERVICES PROVIDED OR FAILED TO BE PROVIDED, INCLUDING BUT NOT LIMITED TO ANY DELAY, NON-DELIVERY, WRONG DELIVERY, SERVICE INTERRUPTION OR LOSS OF ACTUAL OR ANTICIPATED VALUE OF THE BUSINESS, EVEN IF DATAPRISE HAS BEEN WARNED OF SUCH LOSS.
6. Customer agrees to indemnify and hold harmless Dataprise, and its parents, subsidiaries, affiliates, officers, directors, shareholders, employees and agents, from any claim or demand, including reasonable attorneys fees, made by any third party due to or arising out of Customer's conduct, Customer's use of the support services provided under this Agreement, any alleged violation of this Agreement, or any alleged violation of any rights of another, including but not limited to Customer's use of any content, trademarks, service marks, trade names, copyrighted or patented material, or other intellectual property used in connection with services provided to Customer under this Agreement. Dataprise reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by Customer, but doing so shall not excuse Customer's indemnity obligations.

C. Acceptance

1. Product orders will be deemed "Accepted" by Customer upon Customer receipt and delivery of any such products, or agreed substitution if not available from manufacturer, as specified under this Agreement.
2. In the event of any extended delays due to the Customer, service provider, or any other third party that causes Dataprise not to fulfill some or all of the product or service items specified hereunder, Dataprise shall be entitled to payment of those individual product or service items that are completed as specified hereunder.

D. Payment

1. All payments shall be made in U.S. dollars payable to "Dataprise, Inc.". A service charge of \$50 will be assessed for any returned checks.
2. A finance charge of 1.5% will be applied monthly on all unpaid balances after the final payment due date.
3. If the amount due Dataprise, Inc. must be collected by or through an attorney or otherwise adjudicated, Customer will be responsible for all reasonable attorney's fees and / or court costs incurred by Dataprise, Inc..

E. Governing Law

1. This Agreement shall be governed by and construed in accordance with the laws of the state of Maryland. Any actions to interpret or enforce this Agreement shall be solely brought in the state of Maryland and, to the extent permitted by law, the parties agree that the venue for such action shall be in the County of Montgomery.
2. Any notices or communications under this Agreement shall be made in writing and transmitted by certified mail return receipt requested to the party to whom such

communication is directed. If to Dataprise, such notices shall be addressed to Dataprise, Inc., Attn.: Legal Department, 9600 Blackwell Road, 4th Floor, Rockville, MD 20850. If to Customer, such notices shall be addressed to the mailing address specified when Customer opens an account with Dataprise, or such other address as either party may give the other by notice as provided above.



Hyattsville City Council Agenda Item Report

Meeting Date: September 11, 2018

Submitted by: Hal Metzler

Submitting Department: Community & Economic Development

Item Type: Purchase

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

SUBJECT

DPW Facility New Construction Project - IT Infrastructure Deployment

HCC-55-FY19

Recommendation:

I move that the Mayor and Council authorize the City Administrator to enter into a purchase agreement, not to exceed \$25,000, with Dataprise to provide IT services for the DPW Facility New Construction project under the existing contract.

Sponsor(s):

At the Request of the City Administrator

Co-Sponsor(s):

N/A

ATTACHMENTS

[2018-CQK-P10 - Public Works Infrastructure Deployment \(1\).pdf](#)

Summary Background:

Dataprise currently has a contract to provide IT services to the City. As part of their services Dataprise will be providing IT system design, installation, and deployment services as part of the Public Works New Facility Construction project. KellerCM is finalizing the design to begin construction in early Fall of 2018 with occupancy of the new facility expected to occur in Spring of 2019.

Next Steps:

N/A

Fiscal Impact:

\$25,000

City Administrator Comments:

Recommend Approval

Community Engagement:

N/A

Strategic Goals:

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

Legal Review Required?

N/A

Customer: City of Hyattsville

Bill to: 4310 Gallatin Street
 Hyattsville, MD 20781

Ship to: -- SAME --

Attention: James Chandler

Cust. PO: NONE

Date: 5/21/2018

Representative: Russell Starkie

Prices Expire: 6/20/2018

Terms: See attached.

I. Product / Service
Project: DATAPRISE FIXED PRICE PROJECT SERVICES - PUBLIC WORKS INFRASTRUCTURE DEPLOYMENT
Task 1 - Fixed Project Labor for Configure and Deploy a new Enterprise-Class, Centrally-Managed Wired and Wireless Network.
Task 1 - Project Management

- A. Review equipment delivery list (EDL) and identify any errors
- B. Coordinate scheduling with Customer and arrange for after-hours access to designated office
- C. Coordinate scheduling of Dataprise network engineers for project work
- D. Communicate with Customer point of contact (POC) on status of project
- E. Complete written project plan and provide to Dataprise network engineers
- F. Identify any additional products needed for successful completion of project
- G. Provide ongoing project management and oversee tasks

Task 2 - Planning and Design

- A. Review current firewall configuration
- B. Review current network (LAN/WAN) configuration
- C. Review up-to-date network documentation
- D. Review IP assignments to firewall interfaces
- E. Review network address translation, port settings, and protocols
- F. Review and plan wireless IP address scheme
- G. Review and validate network design and propose project plan
- H. Discuss and confirm any changes to the existing design

Task 3 - Install Two (2) Racks and Three (3) UPS Appliances

- A. Unbox rack from any packaging
- B. Install Vertical and Horizontal Cable Management, as required.
- C. Install three (3) new uninterruptible power supply (UPS) unit and configure network settings as required
- D. Plug servers into newly installed UPS unit
- E. Power on connected servers and networking equipment
- F. Install UPS management software on up to three (3) servers per project design
- G. Test and verify all settings and functionality
- H. Update and deliver solution documentation

Task 4 - Install and Configure SonicWall TZ300 - (Optional)

- A. Update firmware and register products with Customer's MySonicWALL.com
- B. Configure WAN and LAN port TCP settings based on Internet services
- C. Configure NAT, port mappings, and protocols
- D. Configure up to three (3) VLANs
- E. Configure up to thirty (30) firewall security rules and access permissions
- F. Configure SonicWALL TotalSecure security services
- G. Test local network, Internet access, and inbound network services
- H. Test and verify settings

Task 5 - Migrate the Local Network to the New SonicWall TZ300 - (Optional)

- A. Work with customers technical resource to assist in the migration of one (1) WAN and one (1) LAN connections to the new SonicWall TZ300.
- B. Test and verify functionality, and work with Customer to confirm Internet service availability
- C. Save and back up the final configuration

Task 6 - Install and Configure Two (2) 48 Port Network Switches

- A. Unbox, rack, and connect new hardware

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2018-CQK-P10

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- B. Update firmware
- C. Configure up to three (3) VLAN settings for local area network (LAN), management and VOIP traffic
- D. Configure uplink connectivity to existing production LAN
- E. Test and verify settings and tune settings as needed
- F. Back up switch configurations

Task 7 - Configure Up to Five (5) Cisco Enterprise Class Wireless Access Points

- A. Update firmware and register products
- B. Configure LAN management port TCP settings
- C. Configure up to three (3) SSID(s)
- D. Configure firewall security rules and access permissions
- E. Configure firewall security services to support the three (3) wireless network(s)
- F. Test local network, Internet access, and inbound network services
- G. Test and verify all settings

Task 8 - Test Wireless Connectivity

- A. Test wireless authentication and access
- B. Verify signal strength and coverage
- C. Verify access to internal and external resources

Task 9 - Follow-Up Support

- A. Update and deliver solution documentation
- B. Provide up to four (4) hours of post installation support to be used within fourteen (14) days after completion of Task 8.
- C. Update network documentation and monitoring as needed

Special Terms:

This is a fixed-priced project to install, configure and deploy a new enterprise-class, centrally-managed wired and wireless network. This solution includes the installation of two (2) racks, two (2) network switches, three (3) UPS and five (5) Cisco Meraki Wireless Access Points.

Project Assumptions:

1. Any tasks not specifically included in this statement of work must be written into a change order and agreed to by all parties involved.
2. Additional hardware peripherals (e.g., patch cords) may be required but are not included in this statement of work.
3. Project tasks may be performed remotely at the discretion of the Dataprise project manager.
4. Wireless configuration will be limited to three (3) wireless networks or SSIDs.
5. Wireless SSIDs will be configured with WPA2-PSK security.
6. Adequate switch ports are available to connect five (5) wireless access points and (1) WLAN controller.
7. Existing Power over Ethernet (PoE) switches have enough resources to power up to five (5) wireless access points.
8. Any provided training or knowledge transfer is not intended to replace manufacturer-certified training.
9. Customer will be required to keep an active support contract with for the deployed Cisco Meraki devices. This purchase Agreement includes 3 Year 24x7 support and cloud management subscription for the five (5) deployed wireless access points.

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#### Out of Scope:

1. Any tasks or products not specifically included in this statement of work must be agreed to in a written change order by all parties involved.
2. Mounting of wireless access points is not within the scope of this project.
3. Cabling is not within the scope of this project.
4. Cameras and Camera support are not within the scope of this project.

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Customer Responsibilities:

1. Customer will ensure that necessary administrative credentials (e.g., usernames, passwords) are available upon project start or an administrative account with appropriate access will be created for the duration of this project.

2. Customer will provide reasonable after-hours, remote, and weekend access as requested by Dataprise.
3. Customer will be responsible for any necessary items (e.g., patch cables, software licenses) not specified for purchase in the quote.
4. Customer will be responsible for any reasonable shipping costs incurred by the shipment of equipment to Customer sites.
5. Customer will be responsible for removal of all packing material and other debris.
6. Customer will order and accept delivery for all equipment before the project begins.
7. Customer will have all of the required LAN cabling installed, labeled, and tested as a prerequisite to this project.

II. Price Summary

Product / Service

Section 1 - Switch	\$5,786.39
Section 2 - Wireless Access Points	\$4,952.45
Section 3 - Rack Enclosure	\$2,279.24
Section 4 - APC	\$3,725.43
Sub Total Products:	\$16,743.51
Total Non-Recurring Technical Services	\$7,030.00
0.00% Sales Tax:	\$0.00
TOTAL:	<u>\$23,773.51</u>

Note: See price detail for optional items.

50% Down payment of \$11,886.76 due upon execution of this order. Please remit to:
 Dataprise, Inc.
 Attn.: Accounts Receivable
 P.O. Box 62550
 Baltimore, MD 21264-2550



Thank you for this opportunity to serve you.

Questions? Contact your Dataprise Account Executive:
 Russell Starkie
 1-410-230-9999 Ext. 00001
rstarkie@dataprise.com

III. Customer Authorization

By signing this Purchase Agreement, Customer hereby authorizes Dataprise, Inc. to fulfill the requirements specified under Product / Services (including the Special Terms) above according to the Prices specified and the Terms and Conditions of Sale below. Please have an authorized representative of your organization sign below and return.

AUTHORIZED CUSTOMER NAME (Printed)

AUTHORIZED CUSTOMER SIGNATURE

TITLE

Date

DATAPRISE, INC.

David E. Eisner

AUTHORIZED DATAPRISE REPRESENTATIVE NAME

for Dataprise, Inc.

CEO

TITLE

5/21/2018

Date

IV. Price Detail

Section 1 - Switch

#	Item	Part #	Qty.	Price	Extension	
	(Hardware)					
1.	DELL N2048P LAYER 3 SWITCH - 48 NETWORK, 2 EXPANSION SLOT - Manageable - Twisted Pair, Optical Fiber - Modular - 3 Layer Supported - 1U High - Rack-mountable - Lifetime Limited Warranty 48X 1GBE / 2X 10GBE SFP+ LLW	QQUO-3201227-L9Y5X9-A	2	\$2,736.80	\$5,473.60	T
2.	DELL 0.5M STACKING CABLE - for Switch, Network Device - Stacking Cable - 1.64 ft - 1 x Network - 1 x Network	QQUO-3201227-L9Y5X9-B	2	\$35.71	\$71.42	T
3.	ADDON 25-PACK OF 1FT RJ-45 (MALE) TO RJ-45 (MALE) BLUE CAT6A UTP PVC COPPER PATCH CABLES	QQUO-3201227-L9Y5X9-H	3	\$46.94	\$140.82	
4.	ADDON 10-PACK OF 3FT RJ-45 (MALE) TO RJ-45 (MALE) BLUE CAT6A UTP PVC COPPER PATCH CABLES	QQUO-3201227-L9Y5X9-I	2	\$23.27	\$46.54	
5.	ADDON 25-PACK OF 5FT RJ-45 (MALE) TO RJ-45 (MALE) BLUE CAT6A UTP PVC COPPER PATCH CABLES	QQUO-3201227-L9Y5X9-J	1	\$54.01	\$54.01	
<i>T=Taxable Item</i>				Sub Total:	\$5,786.39	

Section 2 - Wireless Access Points

#	Item	Part #	Qty.	Price	Extension	
	(Hardware)					
1.	MERAKI MR42 IEEE 802.11AC 1.90 GBIT/S WIRELESS ACCESS POINT - 2.40 GHz, 5 GHz - MIMO Technology - 1 x Network (RJ-45) - Desktop, Wall Mountable, Ceiling Mountable AP	MR42-HW	5	\$778.09	\$3,890.45	
	(Software)					
1.	Meraki Enterprise Cloud Controller for MR Series Access Points - Subscription License - 1 Access Point - Standard - 3 Year	LIC-ENT-3YR	5	\$212.40	\$1,062.00	
<i>T=Taxable Item</i>				Sub Total:	\$4,952.45	

Section 3 - Rack Enclosure

#	Item	Part #	Qty.	Price	Extension	
	(Hardware)					
1.	TRIPP LITE 42U RACK ENCLOSURE SERVER CABINET W/ DOORS & SIDES - 19" 42U	QQUO-3201227-L9Y5X9-C	2	\$1,015.35	\$2,030.70	
2.	TRIPP LITE 42U RACK ENCLOSURE SERVER CABINET VERTICAL CABLE MANAGEMENT BARS - 2 Pack - 42U Rack Height ENCLOSURE CABINET PDU VERTICAL 0U	QQUO-3201227-L9Y5X9-D	2	\$84.44	\$168.88	
3.	TRIPP LITE RACK ENCLOSURE CABINET HORIZONTAL CABLE RING FLEXIBLE 2URM - Cable Organizer - Black - 2U Rack Height - 19" Panel Width MANAGER RING RACK SERVER CABINET	QQUO-3201227-L9Y5X9-E	2	\$39.83	\$79.66	
<i>T=Taxable Item</i>				Sub Total:	\$2,279.24	

Section 4 - APC

#	Item	Part #	Qty.	Price	Extension	
	(Hardware)					
1.	APC BASIC RACK 1.8KVA PDU - 10 x NEMA 5-15R - 1.8kVA - 1U 19" Rack-mountable 10X5-15	QQUO-3201227-L9Y5X9-F	4	\$88.23	\$352.92	
2.	APC BY SCHNEIDER ELECTRIC SMART-UPS 2200VA LCD RM 2U 120V WITH SMARTCONNECT - 2200 VA/1980 W - 120 V AC - 6.60 Minute Stand-by Time - 2U Rack-mountable - 6 x NEMA 5-15R, 2 x NEMA 5-20R WITH SMARTCONNECT	QQUO-3201227-L9Y5X9-G	3	\$1,124.17	\$3,372.51	
<i>T=Taxable Item</i>				Sub Total:	\$3,725.43	

Non-Recurring Technical Services Detail

Task	Description	Qty.	Per	Price	Extension
1	Fixed Project Labor for Configure and Deploy a new Enterprise-Class, Centrally-Managed Wired and Wireless Network	1		\$7,030.00	\$7,030.00

THIS DOCUMENT IS CONFIDENTIAL AND PROPRIETARY

2018-CQK-P10

Page 4 of 7

T=Taxable Item

Sub Total: **\$7,030.00**

Section 1 - Firewall - OPTIONAL ITEMS

#	<u>Item</u>	<u>Part #</u>	<u>Min Qty.</u>	<u>Price</u>	<u>Extension</u>	
	(Hardware)					
1.	SONICWALL TZ300 NETWORK SECURITY/FIREWALL APPLIANCE - 5 PORT - 10/100/1000BASE-T GIGABIT ETHERNET - DES, 3DES, MD5, SHA-1, AES (128-BIT), AES (192-BIT), AES (256-BIT) - USB - 5 X RJ-45 - MANAGEABLE - POWER SUPPLY - DESKTOP	01-SSC-0215	1	\$509.94	\$509.94	T
	(Software)					
1.	SONICWALL COMPREHENSIVE GATEWAY SECURITY SUITE - SONICWALL TZ300 NETWORK SECURITY FIREWALL - SUBSCRIPTION LICENSE 1 APPLIANCE - 3 YEAR LICENSE VALIDATION PERIOD	01-SSC-0640	1	\$616.51	\$616.51	

T=Taxable Item

Sub Total: **\$1,126.45**

A. General

1. **SERVICES:** The Services provided hereunder are as described under the "Product / Service" section of this Agreement. All time billed to the nearest 1/4 hour increment.
2. **TAXES AND SHIPPING:** Applicable taxes, shipping, and freight charges are the responsibility of Customer and may not be included in Dataprise pricing.
3. **ENTIRE AGREEMENT:** This Agreement supersedes all previous proposals and discussions and reflects the final understanding between the Customer and Dataprise, Inc. with respect to the subject matter of the Agreement.
4. **EXPENSES:** Customer will be invoiced separately for any procurement expenses for equipment or other hardware or software as may be provided by Dataprise.
5. **SCHEDULED VISIT CANCELLATIONS:** Twenty-four (24) hours notice is required for any cancellation or rescheduling of regularly scheduled or planned on-site visits. Failure to provide such notice may result, at Dataprise's sole discretion, in the charging of anticipated on-site visit fees.
6. **HIRING OF DATAPRISE PERSONNEL:** Customer hereby understands and agrees that Dataprise spends considerable time and money hiring, training and growing its professional staff and that its staff is generally utilized among many different clients. Accordingly, Customer agrees that it will not solicit for employment, hire or contract with any of Dataprise's existing or former technical or professional personnel assigned either directly or indirectly to Customer's account during the term of this Agreement and for a period of two years from its termination, regardless of the reason for termination. Customer agrees to pay Dataprise the sum of \$35,000 as liquidated damages for the breach or attempted breach of this provision for each occurrence thereof. For this purpose, solicitation does not include contact resulting from indirect means such as public advertisement, Internet postings, placement firm searches or similar means not directed specifically at the employee to which the employee responds on his or her own initiative, as long as any such general advertisements are not made for the purpose of circumventing this section. This provision shall survive the termination of this Agreement for any reason.
7. **ORIGINAL SIGNATURE:** Customer hereby agrees to and attests that any signature by facsimile is deemed to be an original.
8. **EQUIPMENT SALES:** All hardware and software equipment sales provided hereunder are final and products listed herein may not be returned unless previously authorized. Dataprise generally offers a 15 day return period on all items still in their original manufacturer's packaging and in re-sellable condition. Dataprise may charge a 15% restocking fee on all returned items. Final return authorization is subject to original equipment manufacturer (OEM) approval. Equipment pricing is subject to fluctuations due to changing market conditions and availability and cannot be guaranteed. Consequently, Dataprise may cancel or offer substitutions on those items that, at time of order, are no longer available at the prices quoted herein.
9. **PRODUCT SUBSTITUTIONS:** If equipment specified hereunder is unavailable from manufacturer, Dataprise will consult with Customer concerning substitutions. Any price impact resulting from necessary substitution(s) will be subject to price adjustment.
10. **CHANGE IN INSTALLATION CONDITIONS:** If installation conditions at Customer's site are different from those reasonably discoverable during an initial walk-through of the site by Dataprise staff or are different from those that are explicitly communicated to Dataprise staff by the Customer, and such different conditions cause an increase in Dataprise's installation or labor costs, then Dataprise shall be entitled to equitable price adjustment to cover such additional costs.
11. **INDEPENDENT CONTRACTOR:** Dataprise is and shall at all times be an independent contractor and shall not be deemed an employee or agent of Customer. Nothing in this Agreement is intended to, or shall be deemed to, constitute a partnership or joint venture between the parties.
12. **CONFLICT OF TERMS:** Where these "Terms and Conditions of Sale" conflict with anything contained in the "Special Terms" found in Section I, Product / Services, the "Special Terms" conditions shall control.
13. **TERMINATION:** This Agreement may be terminated by either party with thirty (30) days' written notice on account of a party's material failure to perform which is not cured within thirty (30) days' written notice to the breaching party. In the event that either party terminates this Agreement prior to the completion or final delivery of Products and/or Services hereunder, Customer shall be liable to Dataprise for any products delivered or services rendered through the date of termination, including any hourly non-recurring technical services that may have accrued.

B. Limitation of Liability

1. Dataprise's failure to perform any term or condition of this Agreement as a result of conditions beyond its control such as, but not limited to, war, terrorism, strikes, fires, floods, acts of God, governmental restrictions or power failures shall not be deemed a breach of this Agreement.
2. Warranties of any and all hardware equipment and software applications are provided directly by their respective manufacturers. Dataprise assumes no risk whatsoever for any defective items but will make reasonable efforts to assist Customer in obtaining repair or replacement under manufacturer's warranty.
3. It is expressly understood and agreed that Dataprise has not made any guarantees or promises to Customer with respect to the exact date of the complete delivery, installation and operational status of any equipment or services provided hereunder.
4. Dataprise warrants that the technical support services being performed by it under this Agreement will be performed in a professional manner and that Dataprise will use commercially reasonable efforts in addressing all service problems. Dataprise's total liability under this Agreement shall in no event exceed the total amounts paid by Customer to Dataprise under this Agreement.
5. **THE LIMITED WARRANTIES SET FORTH ABOVE ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS, EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE SERVICES OR PRODUCTS PROVIDED UNDER THIS AGREEMENT, OR AS TO THE RESULTS WHICH MAY BE OBTAINED THEREFROM, AND AS TO ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL DATAPRISE BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES FOR LOSS OF PROFITS OR LOSS OF DATA ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE PERFORMANCE OR BREACH THEREOF, THE SERVICES PROVIDED OR FAILED TO BE PROVIDED, INCLUDING BUT NOT LIMITED TO ANY DELAY, NON-DELIVERY, WRONG DELIVERY, SERVICE INTERRUPTION OR LOSS OF ACTUAL OR ANTICIPATED VALUE OF THE BUSINESS, EVEN IF DATAPRISE HAS BEEN WARNED OF SUCH LOSS.**
6. Customer agrees to indemnify and hold harmless Dataprise, and its parents, subsidiaries, affiliates, officers, directors, shareholders, employees and agents, from any claim or demand, including reasonable attorneys fees, made by any third party due to or arising out of Customer's conduct, Customer's use of the support services provided under this Agreement, any alleged violation of this Agreement, or any alleged violation of any rights of another, including but not limited to Customer's use of any content, trademarks, service marks, trade names, copyrighted or patented material, or other intellectual property used in connection with services provided to Customer under this Agreement. Dataprise reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by Customer, but doing so shall not excuse Customer's indemnity obligations.

C. Acceptance

1. Product orders will be deemed "Accepted" by Customer upon Customer receipt and delivery of any such products, or agreed substitution if not available from manufacturer, as specified under this Agreement.
2. In the event of any extended delays due to the Customer, service provider, or any other third party that causes Dataprise not to fulfill some or all of the product or service items specified hereunder, Dataprise shall be entitled to payment of those individual product or service items that are completed as specified hereunder.

D. Payment

1. All payments shall be made in U.S. dollars payable to "Dataprise, Inc.". A service charge of \$50 will be assessed for any returned checks.
2. A finance charge of 1.5% will be applied monthly on all unpaid balances after the final payment due date.
3. If the amount due Dataprise, Inc. must be collected by or through an attorney or otherwise adjudicated, Customer will be responsible for all reasonable attorney's fees and / or court costs incurred by Dataprise, Inc..

E. Governing Law

1. This Agreement shall be governed by and construed in accordance with the laws of the state of Maryland. Any actions to interpret or enforce this Agreement shall be solely brought in the state of Maryland and, to the extent permitted by law, the parties agree that the venue for such action shall be in the County of Montgomery.
2. Any notices or communications under this Agreement shall be made in writing and transmitted by certified mail return receipt requested to the party to whom such

communication is directed. If to Dataprise, such notices shall be addressed to Dataprise, Inc., Attn.: Legal Department, 9600 Blackwell Road, 4th Floor, Rockville, MD 20850. If to Customer, such notices shall be addressed to the mailing address specified when Customer opens an account with Dataprise, or such other address as either party may give the other by notice as provided above.



Hyattsville City Council Agenda Item Report

Meeting Date: September 11, 2018

Submitted by: Amal Awad

Submitting Department: Police Department

Item Type: Budget

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

SUBJECT

FY19 Budget Appropriation: Toyota of Bowie Donation

HCC-61-FY19

Recommendation:

I move that the Mayor and Council accept and appropriate into the FY19 budget a donation in the amount of \$2,064 from Toyota of Bowie to the Community Action Team for the purpose of purchasing gift cards for children's use during the City's annual Shop with a Cop event.

Sponsor(s):

At the Request of the City Administrator

Co-Sponsor(s):

N/A

ATTACHMENTS

[Donation.pdf](#)

Summary Background:

Toyota of Bowie graciously donated \$2064 to the City's Community Action Team to be expended on community outreach efforts. We plan to utilize these funds to purchase gift cards for children to shop with during the City's annual Shop with a Cop event.

Next Steps:

Approval and appropriation of donation funds.

Fiscal Impact:

\$2,064

City Administrator Comments:

Recommend Approval

Community Engagement:

Each year, the City of Hyattsville Police Department hosts its annual Shop with a Cop event. We collaborate with public safety agencies throughout Prince George's County as we accompany children to shop for holiday gifts at the Target Store located in the Mall at Prince Georges. Donors generously fund this event, and many members from our community volunteer their time and service to ensure each child enjoys their shopping and lunch experience. All qualifying children are selected by our local participating elementary school administrators.

Strategic Goals:

Goal 3 – Promote a Safe and Vibrant Community

Legal Review Required?

N/A



Hyattsville City Police Department

4310 Gallatin Street
Hyattsville, Maryland 20781
301-985-5060



Candace Hollingsworth
Mayor

Douglas K. Holland
Chief of Police

Tracey Nicholson
City Administrator

Date: January 17, 2018
To: Toyota of Bowie
From: City of Hyattsville Police Department
Lt. Chris Purvis
Subject: Donation to the Community Action Team

Dear Toyota of Bowie,

Thank you for your donation on December 29, 2017, in the amount of \$2,064.00, to our police department's Community Action Team.

We look forward to working with you and your outreach team in future city events and welcome you as a partner to further promote community relations.



TOYOTA OF BOWIE
16700 GOVERNOR BRIDGE ROAD
BOWIE, MD 20716
(301) 867-1600



ACH RT 061000104
65-270/550

197407

DATE
12/29/2017
#197407

AMOUNT
\$2,064.00

PAY **TWO THOUSAND SIXTY-FOUR AND 0/100 DOLLARS**

TO THE
ORDER
OF **CITY OF HYATTSVILLE POLICE
DEPARTMENT**

TOYOTA OF BOWIE - VOID AFTER 180 DAYS

[Signature]

AUTHORIZED SIGNATURE

MP

MP

UNLESS INDICATED OTHERWISE
RUB PROTECT

MEMO: **COMMUNITY OUTREACH**

⑈ 197407 ⑈ ⑆ 055002707 ⑆ 100000488844 ⑈

TOYOTA OF BOWIE

197407

Comments
COMMUNITY OUTREACH

G/L#
13225

Control#

Amount
2064.00

COPY

Ref#197407

12/29/2017

G/L#12021

2064.00

CITY OF HYATTSVILLE POLICE

TOYOTA OF BOWIE

Q:LoginID:jgoldsmi



Hyattsville City Council Agenda Item Report

Meeting Date: September 11, 2018

Submitted by: Hal Metzler

Submitting Department: Public Works

Item Type: Budget

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

SUBJECT

DPW Facility New Construction Project - Purchase of Lifts

HCC-33-FY19

Recommendation:

I move that the Mayor and Council authorize an expenditure not to exceed \$250,000 with Alan Tye & Associates for the purchase of a Stertil-Koni Skylift Sky200 and a Stertil-Koni ECO 60-13 heavy equipment lifts, including installation and training, for the new DPW Facility.

Sponsor(s):

At the Request of the City Administrator

Co-Sponsor(s):

N/A

ATTACHMENTS

[City of Hyattsville - new facility - 080118 \(003\).pdf](#)

[Stertil-Koni Contract 061015.pdf](#)

[Acceptance and Award-Stertil-Koni-061015.pdf](#)

Summary Background:

The new DPW facility is scheduled to be opened in January 2019. Alan Tye & Associates is the local vendor of the Stertil-Koni Skylift Sky200 and a Stertil-Koni ECO 60-13 heavy vehicle lifts selected by Fleet Management staff for inclusion in the new facility. Alan Tye & Associates has provided pricing for the lifts, installation, and training through the National Joint Powers Alliance, of which the City is a member.

Next Steps:

Issue Purchase Order

Fiscal Impact:

NTE \$250,000

City Administrator Comments:

Recommend Approval

Community Engagement:

No additional outreach planned at this time.

Strategic Goals:

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

Legal Review Required?

N/A



9669-D Main Street
Fairfax, VA 22031
1-800-347-3440
www.alantylifts.com



SALES ♦ SERVICE ♦ INSTALLATION ♦ SAFETY INSPECTIONS

Date: August 1, 2018

Lenny Nemec
703-408-9398
Lenny@alantylifts.com

Proposal for

City of Hyattsville New Maintenance Facility

City of Hyattsville
4633 Arundel Place
Hyattsville, MD. 20781
Attention: Hal Metzler
240.832.6959

Pricing based upon National Joint Powers Alliance (NJPA) contract 061015-SKI

Issuance of NJPA Purchase Orders & Payment to: Stertil-Koni, USA orders@stertil-koni.com

1. Equipment - Furnish Stertil-Koni Heavy Duty Surface Mounted Skylift, SKY 200- 30' =

List Price = \$144,661.00

Unit Price = \$102,746.00

- Model Number 4124000
- 62,400 lbs. capacity
- Platform length 30'
- Stertil-Guard Anti-skid applied at factory
- Anti-Skid plates
- LED lighting set, UL approved
- 2 Air Kits with 8' pipe, brackets, and 1 outlet each
- 2 Jacking Beams 200-2 air / hydraulic, capacity 44,000 lbs., width 33.5" – 45.28"
- 2 Sets of Support Arms for Jacking Beams
- ALI/ETI Certified

Installation and Training =

Unit Price = \$17,296.00

2. Equipment - Furnish Stertil-Koni Heavy Duty ECO60-13 Lift =

List Price = \$144,606.00

Unit Price = \$101,782.00

- Model Number ECO60-13
- 60,000 lbs. total capacity
- 13 ft. travel range
- Cover plates
- Detachable wired remote control
- Adapter cart
- ALI/ETI Certified

Installation and Training =

Unit Price = \$16,828.00

Price Summary			
	List Price	Unit Price	Total
#1 Equipment – Skylift 200 – 30' SM	\$144,661.00	\$102,746.00	
#1 Installation		\$17,296.00	
#1 Total Price			\$120,042.00
#2 Equipment – ECO 60-13	\$144,06.00	\$101,782.00	
#2 Installation		\$16,828.00	
#2 Total Price			\$118,610.00
Total			\$238,652.00

****Note – Pricing does not include taxes.**

Exclusions:

1. All construction.
2. Electric and compressed air to be provided to lift control console by others.
3. Quote excludes cost of any required bonds, or taxes.
4. Quote excludes cost of any required permits or cost of certified shop drawings needed to obtain permits.
5. Quote excludes certified payrolls.
6. Quote excludes payment and performance bonds.

Customer Installation Responsibilities:

1. Provide clear and unobstructed unloading area, within close proximity (not to exceed 100'-0) to the installation area.
2. Provide clear/unobstructed path from receiving area (*loading dock if available*) to installation area.
3. Provide clear and unobstructed workspace for the staging of items and the safe and effective installation of the unit(s).
4. Provide access (not to exceed 100'-0) to 110 V AC power for operation of power tools, etc.
5. Provide access to a dumpster for the disposal of all trash.
6. Debris removal and costs associated are the responsibility of the client, unless specifically noted in this offer.
7. Provide, without cost, a secure parking area for installation technician vehicles.

Terms: Due Upon Receipt

1. Issuance of Purchase Orders & Payment to:
Stertil-Koni, USA orders@sterdil-koni.com
2. Quote valid until September 29, 2018.

Any and all applicable taxes are purchaser responsibility.



9669-D Main Street
Fairfax, VA 22031
1-800-347-3440
www.alantylifts.com



SALES ♦ SERVICE ♦ INSTALLATION ♦ SAFETY INSPECTIONS

ACCEPTANCE:

Form C

**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS
AND SOLUTIONS REQUEST**



Company Name: Steril-Koni USA, Inc.

Note: **Original must be signed** and inserted in the inside front cover pouch.

Any exceptions to the Terms, Conditions, Specifications, or Proposal Forms contained herein shall be noted in writing and included with the proposal submittal. Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA and may or may not be included in the final contract. NJPA may clarify exceptions listed here and document the results of those clarifications in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS
Not applicable.			

Proposer's Signature: _____

Jan Dellamore

Date: _____

6/5/15

Please note that a signed hard copy of the signature page appears in Section 2 of the RFP binder.



Contract Award
RFP #061015

FORM D



Formal Offering of Proposal
(To be completed Only by Proposer)

FLEET-RELATED MAINTENANCE EQUIPMENT, SUPPLIES, SERVICES, AND INVENTORY MANAGEMENT SOLUTIONS

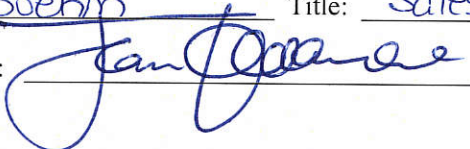
In compliance with the Request for Proposal (RFP) for FLEET-RELATED MAINTENANCE EQUIPMENT, SUPPLIES, SERVICES, AND INVENTORY MANAGEMENT SOLUTIONS, the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby propose, fully commit and agree to furnish the defined equipment/products and related services in full compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they accept the full responsibility as the sole source of responsibility of the proposed response herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this proposal is the sole responsibility of the Proposer.

Company Name: Sterhtl-Koni USA, Inc Date: June 4, 2015

Company Address: 200 log Canoe Circle

City: Stevensville State: MD Zip: 21166

Contact Person: Kellie Boehm Title: Sales & Marketing

Authorized Signature (ink only):  Jean DeLuca
(Name printed or typed)



Contract Acceptance and Award

(To be completed only by NJPA)

**NJPA 061015 FLEET-RELATED MAINTENANCE EQUIPMENT, SUPPLIES, SERVICES, AND
INVENTORY MANAGEMENT SOLUTIONS**

Stertil-Koni USA, Inc.
Proposer's full legal name

Your proposal is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined product/equipment and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your Response, and any exceptions accepted or rejected by NJPA on Form C.

The effective start date of the Contract will be July 21st, 20 15 and continue for four years from the board award date. This contract has the consideration of a fifth year renewal option at the discretion of NJPA.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature: [Signature] Dr. Chad Coquette
NJPA Executive Director (Name printed or typed)

Awarded this 21st day of July, 20 15 NJPA Contract Number 061015-SK1

NJPA Authorized signature: [Signature] Scott Veronen
NJPA Board Member (Name printed or typed)

Executed this 21st day of July, 20 15 NJPA Contract Number 061015-SK1

Proposer hereby accepts contract award including all accepted exceptions and NJPA clarifications identified on FORM C.

Vendor Name Stertil-Koni USA, Inc.

Vendor Authorized signature: [Signature] Sean DeuAmore
Title: President (Name printed or typed)

Executed this 23rd day of July, 20 15 NJPA Contract Number 061015-SK1

PROPOSER ASSURANCE OF COMPLIANCE



Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, representing the persons, firms and corporations joining in the submission of the foregoing proposal (such persons, firms and corporations hereinafter being referred to as the "Proposer"), being duly sworn on his/her oath, states to the best of his/her belief and knowledge:

1. The undersigned certifies the Proposer is submitting their proposal under their true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, that the Proposer possesses, or will possess prior to the delivery of any equipment/products and related services, all applicable licenses necessary for such delivery to NJPA members agencies nationally, and that they are authorized to act on behalf of, and encumber the "Proposer" in this Contract; and
2. To the best of my knowledge, no Proposer or Potential Proposer, nor any person duly representing the same, has directly or indirectly entered into any agreement or arrangement with any other Proposers, Potential Proposers, any official or employee of the NJPA, or any person, firm or corporation under contract with the NJPA in an effort to influence either the offering or non-offering of certain prices, terms, and conditions relating to this RFP which tends to, or does, lessen or destroy free competition of the Contract sought for by this RFP; and
3. The Proposer or any person on his/her behalf, has not agreed, connived or colluded to produce a deceptive show of competition in the manner of the proposal or award of the referenced contract; and
4. Neither the Proposer nor any officer, director, partner, member or associate of the Proposer, nor any of its employees directly involved in obtaining contracts with the NJPA or any subdivision of the NJPA, has been convicted of false pretenses, attempted false pretenses or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985; and
5. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request and other documents of this solicitation and that any and all exceptions have been noted in writing and have been included with the proposal submittal; and
6. If awarded a contract, the Proposer will provide the equipment/products and/or services to qualifying members of the NJPA in accordance with the terms, conditions, scope of this RFP, Proposer offered specifications and other documents of this solicitation; and
7. The undersigned, being familiar with and understand the expectations requested and outlined in this RFP under consideration, hereby proposes to deliver through valid requests, Purchase Orders or other acceptable forms ordering and procurement by NJPA Members. Unless otherwise indicated, requested and agreed to on a valid purchase order per this RFP, only new, unused and first quality equipment/products and related services are to be transacted with NJPA Members relating to an awarded contract; and
8. The Proposer has carefully checked the accuracy of all proposed products/equipment and related services and listed total price per unit of purchase in this proposal to include shipping and delivery considerations. In addition, the Proposer accepts all general terms and conditions of this RFP, including all responsibilities of commitment as outlined and proposed; and

9. In submitting this proposal, it is understood that the right is reserved by the NJPA to reject any or all proposals and it is agreed by all parties that this proposal may not be withdrawn during a period of 90 days from the date proposals were opened regarding this RFP; and
10. The Proposer certifies that in performing this Contract they will comply with all applicable provisions of the federal, state, and local laws, regulations, rules, and orders; and
11. The Proposer understands that submitted proposals which are marked "confidential" in their entirety, or those in which a significant portion of the submitted proposal is marked "nonpublic" **will not** be accepted by NJPA. Pursuant to Minnesota Statute §13.37 only specific parts of the proposal may be labeled a "trade secret." All proposals are nonpublic until the contract is awarded; at which time, both successful and unsuccessful vendors' proposals become public information.
12. The Proposer understands and agrees that NJPA will not be responsible for any information contained within the proposal.
13. By signing below, the Proposer understands it is his or her responsibility as the Vendor to act in protection of labeled information and agree to defend and indemnify NJPA for honoring such designation. Proposer duly realizes failure to so act will constitute a complete waiver and all submitted information will become public information; additionally failure to label any information that is released by NJPA shall constitute a complete waiver of any and all claims for damages caused by the release of the information.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands and agrees to comply with the terms and conditions specified above.

Company Name: Stertl-Koni USA, Inc

Contact Person for Questions: Kellie Boehm

(Must be individual who is responsible for filling out this Proposer's Response form)

Address: 200 Log Canoe Circle

City/State/Zip: Stevensville MD 21666

Telephone Number: 410.643.9001 Fax Number: 410.643.8901

E-mail Address: bids@stertl-koni.com

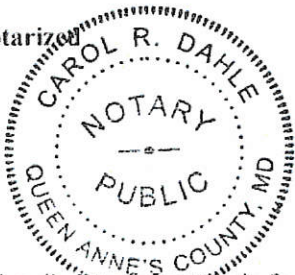
Authorized Signature: Jean Dellamore

Authorized Name (typed): Jean Dellamore

Title: President

Date: June 5, 2015

Notarized



Subscribed and sworn to before me this 5 day of June, 20 15

Notary Public in and for the County of Queen Anne's State of Maryland

My commission expires: 12/31/15

Signature: Carol R. Dahle



PROPOSER QUESTIONNAIRE
Payment Terms, Warranty, Products/Equipment/Services, Pricing and Delivery, Industry Specific

Proposer Name: Stertil-Koni USA, Inc.

Questionnaire completed by: Kellie Boehm

Payment Terms and Financing Options

1) Identify your payment terms if applicable. (Net 30, etc.)

Stertil-Koni's payment terms are Net 30.

2) Identify any applicable leasing or other financing options as defined herein.

Not applicable: Stertil-Koni does not have a leasing plan or financing options available at this time.

3) Briefly describe your proposed order process for this proposal and contract award. (Note: order process may be modified or refined during an NJPA member's final Contract phase process).

Please specify if you will be including your dealer network in this proposal. If so, please specify how involved they will be. (For example, will the Dealer accept the P.O.?), and how are we to verify the specific dealer is part of your network?

The Dealer Network (Stertil-Koni's distributors) will be instrumental in the overall success of the NJPA / Stertil-Koni USA partnership and as such they will be very involved in the sales and order processing procedure.

As it relates to the specific ordering process, we strongly recommend that purchase orders from NJPA Members be issued to Stertil-Koni USA, rather than the Dealer Network. Of course, the distributors will be a main source of sales and the principle contact point with an NJPA Member as it relates to product demonstrations, setup and training, and regular customer service questions.

That said, when it comes to issuing a purchase order, our distributors will know that the purchase order process is centralized. A centralized ordering point is also how the Stertil-Koni GSA contract is set up, and that procedure has worked extremely well. In fact, over the 10 years we have held the GSA contract, all parties involved have had a very good experience with this arrangement.

There are two main reasons why we recommend a centralized ordering point:

- a) Consistency, accuracy and contract compliance.** All of our distributors are independent third parties. As such, it would be virtually impossible for Stertil-Koni USA to guarantee contract compliance as it relates to pricing, discounts and other terms and conditions if we don't see each purchase order. Thus, the only way Stertil-Koni USA can guarantee 100% compliance is by processing all orders directly.

- b) **Reporting:** Centralizing all purchase orders through Stertil-Koni USA will also ensure that all sales are included in calculating and payment of the administrative fee to NJPA.

We want to emphasize that one of Stertil-Koni USA's great strengths lies within our highly customer-oriented Dealer Network. Even though the purchasing process is centralized, all NJPA Members will receive the same level of service and follow up as if they placed their purchase orders locally.

Therefore, Stertil-Koni USA recommends that all purchase orders from NJPA Members shall be issued to Stertil-Koni USA, Inc. by:

E-mail: orders@stertil-koni.com

Mail: Stertil-Koni USA, Inc., 200 Log Canoe Circle, Stevensville, MD 21666

Fax: +1 410-643-8901

4) Do you accept the P-card procurement and payment process?

No. At the current time, Stertil-Koni does accept the P-card and payment process. However, we are open to exploring the opportunity.

Warranty

5) Describe, in detail, your Manufacture Warranty Program including conditions and requirements to qualify, claims procedure, and overall structure.

Conditions

The warranty period commences from the effective date of acceptance by the customer. A warranty registration form or registration card must be submitted to Stertil-Koni within 30 days of receipt of equipment to establish such date; otherwise the invoice date will become the effective date of acceptance by the customer.

Requirements

Stertil-Koni lifting equipment must be installed and serviced by Stertil-Koni factory trained and Stertil-Koni factory-authorized service technicians. Stertil-Koni lifting equipment not installed and serviced by Stertil-Koni factory-trained and Stertil-Koni factory-authorized service technicians will result in a voided warranty.

Claim Procedure

Warranty service is handled through our network of distributors. Each distributor has an assigned geographic area they are responsible to cover. To obtain warranty service, the customer needs to contact their local distributor or Stertil-Koni. A service technician will be scheduled to visit the customer's location and repair the lift. All warranty paperwork will be handled by the local distributor.

Structure

The local distributor will handle creating the warranty paperwork. The distributor submits the claim paperwork to Stertil-Koni for documentation and processing. Stertil-Koni has a full-time staff that manages all warranty claims, replacement parts, and associated shipping requirements. Documentation of any failed parts is provided to manufacturing as part of the supplier quality control program.

6) Do all warranties cover all products/equipment parts and labor?

All of our products are covered by our warranty. Our standard warranty is 1 year labor, 2 years parts and 5 years parts only on hydraulic cylinders used in our mobile lifting columns.

7) Do warranties impose usage limit restrictions?

We do have two instances where the warranty is limited

(a) This warranty does not apply where equipment has been damaged due to abnormal wear, misuse, overloading, accident (including shipping), improper maintenance, alteration, improper fluid maintenance, or other causes "not the result of defective materials or workmanship."

(b) Stertil-Koni lifting equipment must be installed and serviced by Stertil-Koni factory trained and Stertil-Koni factory authorized service technicians. Stertil-Koni lifting equipment not installed and serviced by Stertil-Koni factory trained and Stertil-Koni factory authorized service technicians will result in a voided warranty.

8) Do warranties cover the expense of technicians travel time and mileage to perform warranty repairs?

Yes, under the one (1) year labor timeframe of our warranty. Past the one (1) year, technicians' travel and time is billable.

9) Please list any other limitations or circumstances that would not be covered under your warranty.

Not applicable. There are no other limitations or circumstances that would not be covered under the Stertil-Koni warranty program.

10) Please list any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs. How will NJPA Members in these regions be provided service for warranty repair? Please provide a list of your network service providers for warranty work and repairs.

Not applicable: Stertil-Koni covers all geographic regions of the U.S. Warranty service is handled through our network of distributors. Each distributor has an assigned geographic area they are responsible to cover. See the distributor listing.

Distributor	Territory Covered
Alan Tye & Associates	Delaware, North Carolina, Maryland, Virginia, Washington DC, Kentucky, West Virginia
Antilles Power	Puerto Rico
Champion Marketing	Virgin Islands
CTT Equipment	Michigan
D & J Equipment	North Dakota, Southeast South Dakota, Eastern Montana, Northeast Wyoming
D.L. Carr	New York, Long Island and upper state
Heavy Duty Lift & Equipment	South Carolina, Georgia, Florida, Alabama, Mississippi, Tennessee
Heavy Lift Systems	Ohio
Hoffman Services	New Jersey
Kubat Equipment	Colorado, Southern Wyoming
Lift Logic	Alaska, Oregon, Washington, Western Montana, Idaho
Lou Cardoza Enterprises	Hawaii, Guam
Malchi Automotive & Equipment	Oklahoma, Northwest Arkansas
Midwest Equipment	Northern Illinois, Southern Wisconsin
Midwest Equipment Specialist	Wisconsin
Midwest Lift Works	Minnesota, Western Wisconsin, Northern Iowa

Municipal Maintenance Equipment	Northern California, Northern Nevada
Neumayer Equipment	St. Louis, Missouri
Novaquip	Ontario, Newfoundland, Quebec
PB Hoidale	Wichita, Kansas
Performance Tool	New Mexico, El Paso, TX
Petroleum Solutions	San Antonio and surrounding areas
Power Washer Sales	Connecticut, Rhode Island, Massachusetts, New Hampshire, Maine, Vermont
Reeder Distributors	Texas, other than San Antonio
Safetylane Equipment	Indiana, Illinois
Southwest lift & Equipment	Southern California, Utah, Arizona, Nevada
Summit Sales	Kansas, Missouri
Vendor Network	New York, Five boroughs
Westvac Industrial	Alberta, British Columbia, Manitoba

Equipment/Product/Services, Pricing, and Delivery

11) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

Stertil Koni USA is the sales and marketing arm of a manufacturer that specializes in heavy duty lifting solutions. These lifting solutions are designed and manufactured at one of our two manufacturing locations -- Streator, Illinois and Northern Holland. With our emphasis on only heavy duty lifts, Stertil Koni can offer our customers the most innovative solutions to fully meet all their lifting needs. We call this approach "Freedom of Choice." It is our commitment to provide customers with the highest quality, most advanced and safest heavy duty lifting systems on the market. Stertil Koni lifts, with capacities ranging from 16,000 lbs. to more than 100,000 lbs., offer the appropriate lift for all applications. Along with a complete line of heavy duty lifting solutions, Stertil Koni offers complementary shop equipment for a majority of auxiliary service.

12) Provide a general narrative description of your pricing model identifying how the model works (line item and/or published catalog percentage discount).

Stertil-Koni publishes and regularly updates a price list which contains all items that will be offered to NJPA members. At the same time, there are a limited number of Open Market items, such as product installation for fixed lifts, which are not found on the published price list but are negotiated with, and agreed upon in partnership with the end user before consummation of the sale. The Purchase Order for an item of this type is always directed to Stertil-Koni.

13) Please quantify the discount range presented in this response pricing as a percentage discount from MSRP/published list.

Stertil-Koni is pleased to be provided with this opportunity by NJPA. We realize the value of purchasing contracts and look forward to a favorable outcome in our proposal to NJPA. Stertil-Koni intends to offer NJPA a very favorable discount off the list price as displayed in our published price list. The discounts on Stertil-Koni lifting systems will be as follows:

For the purchase of 1 lifting system	29% off list price
For the purchase of 2 – 7 lifting systems	32% off list price
for the purchase of 8 or more lifting systems	33.5% off list price

14) Provide an overall proposed statement of method of pricing for individual line items, percentage discount off published product/equipment catalogs and/or category pricing percentage discount

with regard to all equipment/products and related services and being proposed. Provide a SKU number for each item being proposed.

All Stertil-Koni lifting products offered via the NJPA contract will be shown on the official company price list:

- a. At list price (Attachment 19)
- b. With the following discounts for NJPA members (Attachment 20):
 - i. For the purchase of 1 lifting system 29% off list price
 - ii. For the purchase of 2 – 7 lifting system 32% off list price
 - iii. For the purchase of 8 or more lifting system 33.5% off list price

15) Propose a strategy, process, and specific method of facilitating “Sourced Equipment/Products and/or related Services” (AKA, “Open Market” items or “Non-Standard Options”).

All Stertil-Koni lifting system products will be offered as part of the NJPA contract. With regard to “Open Market” items as they relate to Stertil-Koni, these typically would be for infrastructure repairs associated with fixed machinery (i.e., in-ground lifting systems, two-post, four-post and platform lifts).

In those instances:

- a. **Strategy:**
 - i. NJPA member will work with the Stertil-Koni distributor in the member’s territory to establish a fair and reasonable price for the Open Market item/s.
- b. **Process:**
 - i. Stertil-Koni’s distributor will alert Stertil-Koni to the request and communicate the details to the NJPA member and Stertil-Koni.
- c. **Specific Method:**
 - i. The NJPA member will add the agreed upon Open Market item on the PO, which is submitted directly to Stertil-Koni.

16) Describe your NJPA customer volume rebate programs, as applicable.

Not applicable: Stertil-Koni does not offer rebate programs at this time.

17) Identify any Total Cost of Acquisition (as defined herein) cost(s) which is NOT included “Pricing” submitted with your proposal response. Identify to whom these charges are payable to and their relationship to Proposer.

Total “Costs of Acquisition” charges not included in “Pricing” submitted in the Stertil-Koni proposal are:

- a. Installation of fixed equipment lifting systems (e.g., in-ground piston and scissor lifts, platform lifts, two-post and four-post lifts): These costs are Open Market costs to be agreed upon between the NJPA member and the Stertil-Koni distributor.
- b. Freight: FOB Stevensville

18) If freight, delivery or shipping is an additional cost to the NJPA member, describe in detail the complete shipping and delivery program.

All shipping and delivery is FOB Stevensville, at cost.

By way of further background, Stertil-Koni has a dedicated Logistics Department at the company’s headquarters in Stevensville, Maryland, that works with numerous, high-quality shipping companies throughout the United States and Canada.

With the unique shape, weight and transportation considerations of our equipment, Stertil-Koni has developed a very responsive transportation network. We have very competitive rates with all our carriers and have an outstanding record of less than 0.1% in freight damage using our methods.

In sum, Stertil-Koni does not markup freight charges, only invoicing for exact charges for equipment shipments.

19) As an important part of the evaluation of your offer, indicate the level of pricing you are offering.

Prices offered in this proposal are:

_____ a. Pricing is the same as typically offered to an individual municipality, Higher Ed or school district.

☒ b. Pricing is the same as typically offered to GPOs, cooperative procurement organizations or state purchasing departments.

_____ c. Better than typically offered to GPOs, cooperative procurement organizations or state purchasing departments.

_____ d. Other; please describe.

20) Do you offer quantity or volume discounts?

☒ YES _____ NO Outline guidelines and program.

Stertil-Koni offers the following volume discounts on lifting systems:

For the purchase of 1 lifting system	29% off list price
For the purchase of 2 – 7 lifting systems	32% off list price
For the purchase of 8 or more lifting systems	33.5% off list price

21) Describe in detail your proposed exchange and return program(s) and policy(s).

The advanced heavy duty lifting systems and related products offered by Stertil Koni to NJPA members are provided after the completion of a comprehensive consultative sales process. Stertil Koni, and our network of dedicated distributors, pride ourselves on the level of interaction we have with our customers to ensure the end user gets the specific equipment to fit his or her needs. As such, Stertil Koni has not experienced the need to take product back as returned. But, rest assured that customer satisfaction is the controlling principle at Stertil Koni; and, if we could not satisfy the customer, we would gladly allow the product to be returned with no penalties. If a product needed to be exchanged due to a problem that could not be remedied in the field, Stertil-Koni would exchange this product for an identical product and provide shipping both ways for the exchanged product.

22) Specifically identify those shipping and delivery and exchange and returns programs as they relate to Alaska and Hawaii and any related off shore delivery of contracted products/ equipment and related services

Stertil Koni products offered to NJPA members are priced FOB Stertil-Koni in Stevensville, Maryland. As such, the original expense to ship product to the user is paid by the user at the time of sale. This includes all locations. In accordance with the exchange and return policy stated above, and to ensure radical customer service, Stertil Koni would provide for shipping as needed to return or exchange a product which did not satisfy the end user (at SK expense).

23) Please describe any self-audit process/program you plan to employ to verify compliance with your anticipated contract with NJPA. Please be as specific as possible.

In order to ensure contract compliance and proactively avoid potential errors, Stertil-Koni has established procedures and systems in place. These procedures and systems were driven in part to fully comply with

existing purchasing contracts, such as Stertil-Koni USA's GSA schedule. Regarding the order processing side of the business, we have multiple checkpoints in place.

- a) The purchase orders from NJPA customers will be reviewed by two different members of the staff.
- b) All customer purchase orders are also checked for pricing, discount and all other terms and conditions before the order is entered into the SAP system. We have implemented this order entry review process to catch pricing and discount anomalies prior to the order being inputted into our system.
- c) Finally, we check the invoice for pricing and discount compliance before the invoice is sent to the customer. Consequently, if there should be an error in the original quote, an error in the purchase order from the NJPA customer, or an incorrect order entry input on Stertil-Koni USA's end, it will be discovered in our billing department before we create the invoice.

Regarding sales reporting to NJPA and contract fees payable to NJPA, we will "tag" all sales arriving from the NJPA contract with a special code in SAP. The tagging will be done in the Order Entry Department. This process will not be unique to NJPA, but is part of all order entries. This is also the same procedure and system we are currently using for GSA sales and contract fee reporting. A recent GSA audit confirmed that the procedures and systems we have in place are working very well. The GSA auditor was very pleased with the audit, the procedures and systems in place at Stertil-Koni USA.

Industry-Specific Items

24) Describe your on-site inventory management solution, if applicable.

Not applicable: Stertil-Koni does not maintain an inventory management solution on-site for customers. That said, Stertil-Koni does maintain a robust inventory management solution (powered by SAP) at the company's warehouse location in Stevensville, Maryland and another inventory management system at our factory in Streator, Illinois.

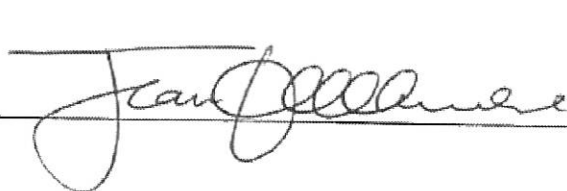
25) If you are proposing an on-site inventory management solution, can you customize it based on NJPA member requests? If so, please provide an example(s) of when and how you have done this.

Not applicable: Stertil-Koni is not proposing an on-site inventory management system for customers of our lifting systems.

26) What is your parts fill rate, if applicable?

The Stertil-Koni parts fill rate from our headquarters location in Stevensville, Maryland, is 93%. We do not have a parts fill rate associated with customer locations.

Signature: _____



Date: _____

6/5/15

Please note that a signed hard copy of the signature page appears in Section 1 of the RFP binder.

Contract Award
RFP #061015

FORM D



Formal Offering of Proposal
(To be completed Only by Proposer)

FLEET-RELATED MAINTENANCE EQUIPMENT, SUPPLIES, SERVICES, AND INVENTORY MANAGEMENT SOLUTIONS

In compliance with the Request for Proposal (RFP) for FLEET-RELATED MAINTENANCE EQUIPMENT, SUPPLIES, SERVICES, AND INVENTORY MANAGEMENT SOLUTIONS, the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby propose, fully commit and agree to furnish the defined equipment/products and related services in full compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they accept the full responsibility as the sole source of responsibility of the proposed response herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this proposal is the sole responsibility of the Proposer.

Company Name: Stertil-Koni USA, Inc Date: June 4, 2015

Company Address: 200 Log Canoe Circle

City: Stevensville State: MD Zip: 21156

Contact Person: Kellie Boehm Title: Sales & Marketing

Authorized Signature (ink only): [Signature] Sean DeLuca
(Name printed or typed)



Contract Acceptance and Award

(To be completed only by NJPA)

NJPA 061015 FLEET-RELATED MAINTENANCE EQUIPMENT, SUPPLIES, SERVICES, AND
INVENTORY MANAGEMENT SOLUTIONS

Stertil-Koni USA, Inc.
Proposer's full legal name

Your proposal is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined product/equipment and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your Response, and any exceptions accepted or rejected by NJPA on Form C.

The effective start date of the Contract will be July 21st, 20 15 and continue for four years from the board award date. This contract has the consideration of a fifth year renewal option at the discretion of NJPA.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature: [Signature] NJPA Executive Director Dr. Chad Coquette
(Name printed or typed)

Awarded this 21st day of July, 20 15 NJPA Contract Number 061015-SK1

NJPA Authorized signature: [Signature] NJPA Board Member Scott Veronen
(Name printed or typed)

Executed this 21st day of July, 20 15 NJPA Contract Number 061015-SK1

Proposer hereby accepts contract award including all accepted exceptions and NJPA clarifications identified on FORM C.

Vendor Name Stertil-Koni USA, Inc.

Vendor Authorized signature: [Signature] Sean DeAmore
(Name printed or typed)

Title: President

Executed this 23rd day of July, 20 15 NJPA Contract Number 061015-SK1



Hyattsville City Council Agenda Item Report

Meeting Date: September 11, 2018

Submitted by: Chris Purvis

Submitting Department: Police Department

Item Type: Grant

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

SUBJECT

FY19 Budget Appropriation: Maryland Criminal Intelligence Network (MCIN) Grant

HCC-57-FY19

Recommendation:

I move that the Mayor and Council accept and appropriate into the FY19 budget the Grant Award from the Governor's Office on Crime Control and Prevention in the amount of \$387,116 for the 'Maryland Criminal Intelligence Network' program.

Sponsor(s):

At the Request of the City Administrator

Co-Sponsor(s):

N/A

ATTACHMENTS

[AwardPacketAuthorizedOfficial_Generated.pdf](#)

[AwardPacketProjectDirector_Generated.pdf](#)

Summary Background:

The City of Hyattsville's Maryland Criminal Intelligence program helps reduce crime, augment gaps and foster collaboration and cooperation among partner agencies and stakeholders. The program will address three major concerns affecting the City of Hyattsville and surrounding municipalities.

The funding will be used to increase police presence in focus areas, target criminal gangs, identify violent offenders and continue working with school administrators and youth through our safe schools program.

The MCIN program aggressively works with our coalition partners through a multi-agency collaboration with state and local law enforcement agencies, the State's Attorney's Office, schools, and community partners. Program funds also provide personnel and contractual services.

Next Steps:

Approval and acceptance of the grant.

Fiscal Impact:

\$387,116

City Administrator Comments:

Recommended Support

Community Engagement:

N/A

Strategic Goals:

Goal 3 – Promote a Safe and Vibrant Community

Legal Review Required?

Pending



GOVERNOR'S COORDINATING OFFICES

COMMUNITY INITIATIVES • SERVICE & VOLUNTEERISM • PERFORMANCE IMPROVEMENT
CRIME CONTROL & PREVENTION • SMALL, MINORITY & WOMEN BUSINESS AFFAIRS
CHILDREN • DEAF & HARD OF HEARING

August 08, 2018

The Honorable Candace B. Hollingsworth
Mayor
City of Hyattsville
4310 Gallatin Street
Hyattsville, MD 20781

RE: MCIN-2019-0004

Dear Mayor Hollingsworth:

I am pleased to inform you that your grant application submitted by **City of Hyattsville**, entitled "**Maryland Criminal Intelligence Network (MCIN)**", in the amount of \$387,116.00 has received approval under the Maryland Criminal Intelligence Network program. Enclosed is the Grant Award packet containing information and forms necessary to initiate the project.

The grant will fund the program described below:

The City of Hyattsville's Maryland Criminal Intelligence program helps reduce existing gaps in services and foster collaboration and cooperation among partner agencies and stakeholders. The program will address three major concerns affecting the City of Hyattsville and our surrounding jurisdictions. We will target our criminal gangs, violent offenders and continue with our safe schools program. The MCIN program aggressively works with our coalition partners in a multi agency collaboration with state, and local law enforcement agencies, public safety agencies, State's Attorney's office, schools and community partners. Program funds provide personnel and contractual services.

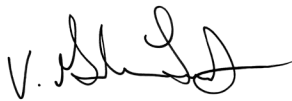
Please pay particular attention to the instructions included on the Grant Award. It is important that you **carefully review all Special Conditions** attached to this award. Additionally, the General Conditions for all grant awards issued by our office are located online, at www.goccp.maryland.gov. The Chief Elected Official, or another legally authorized official of the jurisdiction, state agency, or 501(c)(3) receiving the Grant Award, must sign the original Grant Award Acceptance form and upload it in the Grants Management System within **Twenty-One (21) Calendar days**. Should the acceptance form not be received, requests for reimbursement will not be honored.

A copy of the Grant Award, Notification of Project Commencement, and Individual Project Reports has also been sent to the Project Director. The Project Director is responsible for completing these and other required forms now and at the end of each reporting period. If the Project Director changes, we must be notified immediately to avoid potential reporting problems.

Projects may commence as soon as the Grant Award is signed and you have reviewed and accepted all of the General and Special Conditions. No funds may be encumbered or expended prior to this time without the specific written approval of the Governor's Office of Crime Control and Prevention.

If you have any questions or need any clarification regarding this Grant Award, please contact **Jones, Quentin**, your Regional Monitor, or **Quinn, Laura**, Fiscal Specialist. We look forward to working with you on this project and anticipate its success in helping to address criminal justice problems in our State.

Sincerely,

A handwritten signature in black ink, appearing to read 'V. Glenn Fueston, Jr.', with a stylized, cursive script.

V. Glenn Fueston, Jr.
Executive Director

cc: Chief Amal Awad



8/8/2018

Governor's Office of Crime Control and Prevention



Control Number:

35837

Regional Monitor:

Jones, Quentin

Fiscal Specialist:

Quinn, Laura

Grant Award & Acceptance Form

Grant Award Number: MCIN-2019-0004

Sub-recipient: City of Hyattsville

Project Title: Maryland Criminal Intelligence Network (MCIN)

Implementing Agency: City of Hyattsville

Award Period: 07/01/2018 - 06/30/2019

CFDA: STATE

Funding Summary	Grant Funds	100.0 %	\$387,116.00
	Cash Match	0.0 %	\$0.00
	In-Kind Match	0.0 %	\$0.00
	Total Project Funds		\$387,116.00

This Grant Award is hereby made for financial assistance by the Governor's Office of Crime Control and Prevention in accordance with the

Maryland Criminal Intelligence Network

This Grant Award is subject to the General Conditions and any Special Conditions attached to this award, as well as all statutes and requirements of the State of Maryland.

This Grant Award incorporates all the information, conditions, representations and Certified Assurances contained in the grantee's application.

The Grant Award shall become effective as of the start date of the award, unless otherwise specified, and upon submission to the Grants Management System, within twenty-one (21) calendar days, of a fully executed original of this document signed by the duly authorized official of the sub-recipient unit of government or sub-recipient agency receiving this Grant Award. Copies and faxes are not acceptable.

FOR THE STATE OF MARYLAND:

Executive Director

Governor's Office of Crime Control and Prevention

SUB-RECIPIENT ACCEPTANCE:

Signature of Authorized Official

Typed Name And Title

Date

To submit, sign in blue ink and scan and upload the document to the grant award Documents section in the Grants Management System.



Regional Monitor:
Fiscal Specialist:

Jones, Quentin
Quinn, Laura

Governor's Office of Crime Control and Prevention

Grant Award - Special Conditions

Grant Award Number:	MCIN-2019-0004	Sub-Recipient:	City of Hyattsville
Award Period:	07/01/2018 - 06/30/2019	Implementing Agency:	City of Hyattsville
Project Title:	Maryland Criminal Intelligence Network (MCIN)		

- 1 This grant award is subject to the General Conditions (POST AWARD INSTRUCTIONS) found on the GOCCP website (<http://www.goccp.maryland.gov/grants/general-conditions.php>). The aforementioned General Conditions/Post Award Instructions are REQUIRED to be reviewed, should be printed for your reference and are subject to change without written notice.

In addition, the Grantees Toolbox is provided as a resource on the GOCCP website (<http://www.goccp.maryland.gov/grants/grantee-toolbox.php>) to address frequently asked questions.

- 2 Receipts and/or back-up documentation reflecting actual expenditures must be submitted with each quarterly Financial Report form. Reimbursements to sub-recipients will not exceed actual costs.
- 3 The sub-recipient must provide a copy of the Contract/ Memorandum of Understanding (MOU) that demonstrates the partnership or the development of a coalition for this program within 30 calendar days of the receipt of the award. Should there be any delay in the process, written, or email, contact must be maintained with the GOCCP Program Manager until the physical document is submitted.
- 4 The sub-recipient must provide a copy of the set of standard operating procedures that governs their Maryland Criminal Intelligence Network coalition within 90 calendar days of the receipt of the award. Should there be any delay in the process, written, or email, contact must be maintained with the GOCCP Program Manager until the physical document is submitted. Please reference pages 6 and 7 of the FY 2019 Maryland Criminal Intelligence Network (MCIN) Grant Program Notice of Funding Availability (NOFA).
- 5 The sub-recipient must provide a copy of their Maryland Criminal Intelligence Network (MCIN) site's organizational structure within 90 calendar days of the receipt of the award. Should there be any delay in the process, written, or email, contact must be maintained with the GOCCP Program Manager until the physical document is submitted. Please reference page 7 of the FY 2019 Maryland Criminal Intelligence Network (MCIN) Grant Program Notice of Funding Availability (NOFA).
- 6 Sub-recipients are required to report on the monthly progress of this initiative by submitting data through HIDTA's Case Explorer system. All data should be reported by the 15th of each month. Should there be any delay in submitting data into the Case Explorer system the sub-recipient must notify their GOCCP program manager and provide a plan and timeline for entry into the system.
- 7 GOCCP support must be noted in any press releases, newsletters, brochures, materials or RFPS related to this sub-award. Example: "The Governor's Office of Crime Control and Prevention funded this project under subaward number (your sub-award number). All points of view in this document are those of the author and do not necessarily represent the official position of any State agency."
- 8 Sub-recipient understands that by accepting this award, the designated Maryland Criminal Intelligence Network (MCIN) point of contact agrees to be an active participant in collaborative efforts which may include, but not limited to, monthly conference calls, email discussions, in-person meetings, and attending specified training.

**Budget Notice****Grant Award Number:** MCIN-2019-0004**Sub-recipient:** City of Hyattsville**Project Title:** Maryland Criminal Intelligence Network (MCIN)**Implementing Agency:** City of Hyattsville**Award Period:** **07/01/2018 - 06/30/2019**

CFDA: STATE

Funding Summary	Grant Funds	100.0 %	\$387,116.00
	Cash Match	0.0 %	\$0.00
	In-Kind Match	0.0 %	\$0.00
	Total Project Funds		\$387,116.00

Personnel

Description of Position	Salary Type	Funding	Total Budget
Crime Analyst- TBD	Salary	Grant Funds	\$55,000.00
GangNet Entry- Crime Analyst/ Program Coordinator	Overtime	Grant Funds	\$14,996.00
Hyattsville Officers	Fringe	Grant Funds	\$38,000.00
Hyattsville Officers	Overtime	Grant Funds	\$133,000.00
Program Coordinator- TBD	Salary	Grant Funds	\$60,320.00

Personnel Total: \$301,316.00

Contractual Services

Description	Funding	Quantity	Unit Cost	Total Budget
Allied Law Enforcement Overtime	Grant Funds	1560	\$55.00	\$85,800.00

Contractual Services Total: \$85,800.00

Approved:**Governor's Office of Crime Control and Prevention Authorized
Representative****Effective Date: 7/31/2018**



Programmatic Reporting

Grant Award Number: MCIN-2019-0004**Sub-recipient:** City of Hyattsville**Project Title:** Maryland Criminal Intelligence Network (MCIN)**Implementing Agency:** City of Hyattsville**Award Period:** 07/01/2018 - 06/30/2019

CFDA: STATE

The information collected on this form helps us measure the progress you are making in achieving your project's goals and objectives. It also helps us determine what, if any, technical assistance you may need in implementing your project.

Performance Measures (1)

1	During the quarter, was all data entered into HIDTA's Case Explorer each month? Enter "1" for yes and "2" for no.	
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Progress Report Questions (6)

1	Please explain how this award helped reduce crime and/ or improve public safety in your jurisdiction
2	Please explain how your MCIN site helped to identify, disrupt and/or dismantle criminal organizations, gangs, and/or violent criminal networks.
3	Please explain how your MCIN site is collaborating with partners to include information sharing, enforcement activities and success stories.
4	Describe barriers/ challenges to implementing or completing any of the objectives. Include corrective actions taken or planned to overcome described barriers (include timeline). Are there any obstacles or barriers that could prevent you from expending all grant funds? Please include any requests for technical assistance if needed.
5	If no funds or minimal funds (less than 25%) were expended during this reporting period please provide an explanation as to why and when you anticipate requesting funds. Your detailed explanation should address each budget category.
6	Did overtime hours occur during this reporting period? If so, please give a brief description of the accomplishments due to the funded law enforcement overtime. If overtime hours were not utilized, explain why and describe your agency's course of action to spend or de-obligate these funds.

Signed: _____ **Date:** _____

Project Director - Awad, Amal (Project Director is preferred, Fiscal Contact or Authorized Official if Project Director is unavailable)

Printed Name: _____ **Phone:** _____



GOVERNOR'S COORDINATING OFFICES

COMMUNITY INITIATIVES • SERVICE & VOLUNTEERISM • PERFORMANCE IMPROVEMENT
CRIME CONTROL & PREVENTION • SMALL, MINORITY & WOMEN BUSINESS AFFAIRS
CHILDREN • DEAF & HARD OF HEARING

August 08, 2018

Chief Amal Awad
Interim Chief of Police
City of Hyattsville
4310 Gallatin Street
Hyattsville, MD 20781

RE: MCIN-2019-0004

Dear Chief Awad:

I am pleased to inform you that your grant application entitled, "**Maryland Criminal Intelligence Network (MCIN)**", in the amount of \$387,116.00 has received approval under the 'Maryland Criminal Intelligence Network' program. Candace B. Hollingsworth has received the Grant Award packet containing information and forms necessary to initiate the project.

Enclosed are the project commencement, special conditions, programmatic forms, and budget notice. The General Conditions for all of our awards are located online, at www.goccp.maryland.gov. A copy of the Grant Award letter is also included.

It is essential, as the Project Director, that you submit the **Notification of Project Commencement** to indicate the starting date of your project **within 30 calendar days** after receiving your grant award packet. **No Financial Forms can or will be processed** unless the Notification of Project Commencement has been signed and uploaded to the Grants Management System.

Please be sure to review the Grant Award. As the Project Director you are responsible for the operation, administration, and the completion of the forms necessary to initiate and report project activities and comply with the special conditions. It is important that you understand all the Special Conditions attached to this award, as they are specific to your funding source. One General Condition that must be emphasized is that none of the principal activities of the project may be sub-awarded to another organization without written prior approval by the Governor's Office of Crime Control and Prevention.

Sample copies of your programmatic reporting questions are included with this award package, but you are required to complete **all** reporting electronically, using our web-based Grants Management System (GMS, https://grants.goccp.maryland.gov:443/BLIS_GOCCP). Training videos and a downloadable GMS user's guide are available online at www.goccp.maryland.gov.

Electronic programmatic reports must be submitted within 15 calendar days after the end of each quarter. Electronic financial reports must be submitted within 30 calendar days after the end of each quarter. Submitted reports that have not yet been approved may be sent back to you electronically for edits if requested.

Approved electronic financial reports may only be revised manually, not electronically, by submitting a revised financial report as a paper hard copy or a scan of the paper document. Revisions are allowed to be submitted up to 60 days after the end date of each quarter. These revisions are only accepted if the initial quarterly report was submitted within the mandatory time frame noted above.

Any request for changes or modifications to the project as awarded must be made online using the Grants Management System.

If the purchase of furniture/equipment is part of this grant project and you are a governmental agency, it is required that such purchases are made by competitive bid or through your approved governmental procurement process and that inventory records be maintained.

Should you have any questions or need any clarification regarding this Award, **please have your award number when you call** so that you can be referred to the appropriate Regional Monitor (**Quentin Jones**) or Fiscal Team Member (**Laura Quinn**). This will enable us to provide you with technical assistance and information in a timely manner.

Sincerely,

Quentin Jones

Funding Manager

cc: The Honorable Candace B. Hollingsworth

**Notification of Project Commencement****Grant Award Number:** MCIN-2019-0004**Sub-recipient:** City of Hyattsville**Project Title:** Maryland Criminal Intelligence Network (MCIN)**Implementing Agency:** City of Hyattsville**Award Period:** **07/01/2018 - 06/30/2019**

CFDA: STATE

The verification section of this form must be completed. Additionally, this form must be signed by the project director and submitted through the Grants Management System within thirty (30) calendar days after receiving your grant award packet.

No Requests for Funds will be processed until this Notification of Project Commencement has been signed and received.

Authorized Official: Hollingsworth, Candace B.
chollingsworth@hyattsville.org
City of Hyattsville
4310 Gallatin Street
Hyattsville, MD 20781-
301-985-5000

Mayor

FAX: 301-985-5007

Project Director: Awad, Amal
aawad@hyattsville.org
Hyattsville City Police Department
4310 Gallatin Street
Hyattsville, MD 20781-0781
301-985-5084

Interim Chief of Police

FAX: 301-985-5074

Fiscal Officer: Brooks, Ron
rbrooks@hyattsville.org
City of Hyattsville
4310 Gallatin Street
Hyattsville, MD 20781-
301-985-5042

Treasurer

FAX: 301-985-5007

Award Information Verification - Please initial appropriate selection(s):

MCIN-2019-0004

_____ All information on this form is correct and project will commence on time. **Project Director signs below.**

_____ The contact information for all the staff on this form is **not** correct. **You must submit a Grant Modification** that provides a justification and indicates all changes/revisions.

_____ The project will not commence within forty-five (45) days of the beginning of the award period 07/01/2018. **You must submit a Grant Modification.** Grant Modification must provide justification and indicate all changes.

Signed: _____ **Date:** _____

Project Director - Awad, Amal (Project Director is Preferred, Fiscal Contact or Authorized Official if Project Director is unavailable)

Printed Name: _____ **Phone:** _____



Regional Monitor:
Fiscal Specialist:

Jones, Quentin
Quinn, Laura

Governor's Office of Crime Control and Prevention

Grant Award - Special Conditions

Grant Award Number:	MCIN-2019-0004	Sub-Recipient:	City of Hyattsville
Award Period:	07/01/2018 - 06/30/2019	Implementing Agency:	City of Hyattsville
Project Title:	Maryland Criminal Intelligence Network (MCIN)		

- 1 This grant award is subject to the General Conditions (POST AWARD INSTRUCTIONS) found on the GOCCP website (<http://www.goccp.maryland.gov/grants/general-conditions.php>). The aforementioned General Conditions/Post Award Instructions are REQUIRED to be reviewed, should be printed for your reference and are subject to change without written notice.

In addition, the Grantees Toolbox is provided as a resource on the GOCCP website (<http://www.goccp.maryland.gov/grants/grantee-toolbox.php>) to address frequently asked questions.

- 2 Receipts and/or back-up documentation reflecting actual expenditures must be submitted with each quarterly Financial Report form. Reimbursements to sub-recipients will not exceed actual costs.
- 3 The sub-recipient must provide a copy of the Contract/ Memorandum of Understanding (MOU) that demonstrates the partnership or the development of a coalition for this program within 30 calendar days of the receipt of the award. Should there be any delay in the process, written, or email, contact must be maintained with the GOCCP Program Manager until the physical document is submitted.
- 4 The sub-recipient must provide a copy of the set of standard operating procedures that governs their Maryland Criminal Intelligence Network coalition within 90 calendar days of the receipt of the award. Should there be any delay in the process, written, or email, contact must be maintained with the GOCCP Program Manager until the physical document is submitted. Please reference pages 6 and 7 of the FY 2019 Maryland Criminal Intelligence Network (MCIN) Grant Program Notice of Funding Availability (NOFA).
- 5 The sub-recipient must provide a copy of their Maryland Criminal Intelligence Network (MCIN) site's organizational structure within 90 calendar days of the receipt of the award. Should there be any delay in the process, written, or email, contact must be maintained with the GOCCP Program Manager until the physical document is submitted. Please reference page 7 of the FY 2019 Maryland Criminal Intelligence Network (MCIN) Grant Program Notice of Funding Availability (NOFA).
- 6 Sub-recipients are required to report on the monthly progress of this initiative by submitting data through HIDTA's Case Explorer system. All data should be reported by the 15th of each month. Should there be any delay in submitting data into the Case Explorer system the sub-recipient must notify their GOCCP program manager and provide a plan and timeline for entry into the system.
- 7 GOCCP support must be noted in any press releases, newsletters, brochures, materials or RFPS related to this sub-award. Example: "The Governor's Office of Crime Control and Prevention funded this project under subaward number (your sub-award number). All points of view in this document are those of the author and do not necessarily represent the official position of any State agency."
- 8 Sub-recipient understands that by accepting this award, the designated Maryland Criminal Intelligence Network (MCIN) point of contact agrees to be an active participant in collaborative efforts which may include, but not limited to, monthly conference calls, email discussions, in-person meetings, and attending specified training.

**Budget Notice****Grant Award Number:** MCIN-2019-0004**Sub-recipient:** City of Hyattsville**Project Title:** Maryland Criminal Intelligence Network (MCIN)**Implementing Agency:** City of Hyattsville**Award Period:** **07/01/2018 - 06/30/2019**

CFDA: STATE

Funding Summary	Grant Funds	100.0 %	\$387,116.00
	Cash Match	0.0 %	\$0.00
	In-Kind Match	0.0 %	\$0.00
	Total Project Funds		\$387,116.00

Personnel

Description of Position	Salary Type	Funding	Total Budget
Crime Analyst- TBD	Salary	Grant Funds	\$55,000.00
GangNet Entry- Crime Analyst/ Program Coordinator	Overtime	Grant Funds	\$14,996.00
Hyattsville Officers	Fringe	Grant Funds	\$38,000.00
Hyattsville Officers	Overtime	Grant Funds	\$133,000.00
Program Coordinator- TBD	Salary	Grant Funds	\$60,320.00

Personnel Total: \$301,316.00

Contractual Services

Description	Funding	Quantity	Unit Cost	Total Budget
Allied Law Enforcement Overtime	Grant Funds	1560	\$55.00	\$85,800.00

Contractual Services Total: \$85,800.00

Approved:**Governor's Office of Crime Control and Prevention Authorized
Representative****Effective Date: 7/31/2018**



Programmatic Reporting

Grant Award Number: MCIN-2019-0004**Sub-recipient:** City of Hyattsville**Project Title:** Maryland Criminal Intelligence Network (MCIN)**Implementing Agency:** City of Hyattsville**Award Period:** 07/01/2018 - 06/30/2019

CFDA: STATE

The information collected on this form helps us measure the progress you are making in achieving your project's goals and objectives. It also helps us determine what, if any, technical assistance you may need in implementing your project.

Performance Measures (1)

1	During the quarter, was all data entered into HIDTA's Case Explorer each month? Enter "1" for yes and "2" for no.	
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Progress Report Questions (6)

1	Please explain how this award helped reduce crime and/ or improve public safety in your jurisdiction
2	Please explain how your MCIN site helped to identify, disrupt and/or dismantle criminal organizations, gangs, and/or violent criminal networks.
3	Please explain how your MCIN site is collaborating with partners to include information sharing, enforcement activities and success stories.
4	Describe barriers/ challenges to implementing or completing any of the objectives. Include corrective actions taken or planned to overcome described barriers (include timeline). Are there any obstacles or barriers that could prevent you from expending all grant funds? Please include any requests for technical assistance if needed.
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6	Did overtime hours occur during this reporting period? If so, please give a brief description of the accomplishments due to the funded law enforcement overtime. If overtime hours were not utilized, explain why and describe your agency's course of action to spend or de-obligate these funds.

Signed: _____ **Date:** _____

Project Director - Awad, Amal (Project Director is preferred, Fiscal Contact or Authorized Official if Project Director is unavailable)

Printed Name: _____ **Phone:** _____

MCIN-2019-0004



Governor's Office of Crime Control and Prevention

Property Inventory Report

Grant Award Number: MCIN-2019-0004

Project Title: Maryland Criminal Intelligence Network (MCIN)

Implementing Agency: City of Hyattsville

Award Period: 07/01/2018 - 06/30/2019

Control Number:

35837

Regional Monitor:

Jones, Quentin

Fiscal Specialist:

Quinn, Laura

EXAMPLE	Property Description	Name of Vendor Purchase Order #	Serial Number	Internal Inventory Number	Date Purchased	Quantity	Unit Price	Total	Federal Funds Percent	Condition N - New, G - Good, F - Fair, P - Poor	Location and Use/Disposition
	Computer	Dell - PO# 124AB0510	6E040L071123ABC	00047876	05/16/10	1	650.00	650.00	100%	N	Main Office

List Invoices Separately	Property Description	Name of Vendor Purchase Order #	Serial Number	Internal Inventory Number	Date Purchased	Quantity	Unit Price	Total	Federal Funds Percent	Condition N - New, G - Good, F - Fair, P - Poor	Location and Use/Disposition

Notes:

If there is a change in the model/version number (i.e., it is different than the stated in the Grant Award Budget), please include a justification for this change.

Additionally, if there is a change in quantity also include that reason in a justification.

Please use the same property description as indicated in the Grant Award Budget.

I certify that the above listed property is currently, and will continue to be, used for project and/or other related purposes.

Signed: _____ Date: _____
Project Director - Awad, Amal (Project Director is Preferred, Fiscal Contact or Authorized Official if Project Director is unavailable)

Printed Name: _____ Phone: _____



Hyattsville City Council Agenda Item Report

Meeting Date: September 11, 2018

Submitted by: Lesley Riddle

Submitting Department: Public Works

Item Type: Grant

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

SUBJECT

FY19 Budget Appropriation: Stonyfield Grant

HCC-63-FY19

Recommendation:

I move that the Mayor and Council accept and appropriate into the FY19 budget a \$5,000 grant donation from Stonyfield to pilot a organic turf program at Magruder Park playing fields.

Sponsor(s):

At the Request of the City Administrator

Co-Sponsor(s):

N/A

ATTACHMENTS

[Town Conditions - FIELDS Final \(1\).pdf](#)

Summary Background:

This Fall 2018, the City will begin its first season of a Pilot Program on Organic Field Maintenance. The City will be working on this program in conjunction with the non-profit organization, Beyond Pesticides and Osborne Organics, a small business with expertise in organic turf maintenance. Additionally, as part of a national pilot program, Stonyfield Organics has offered 11 municipalities, including Hyattsville, \$5,000 to support this pilot program.

Moving forward, the City will be eliminating all chemical fertilizers in the maintenance of the ball fields at Magruder Park. We will be using all-natural fertilizers to increase microbial activities in the soil that will, in time, naturally produce enough of the nutrients needed for healthy strong turf. Correcting the fungal and organic processes in the soil (a two-year process) will help feed/support the turf more efficiently and with less synthetic and human based inputs.

Next Steps:

With Council approval, the Parks Division will implement the organic maintenance program on the playing fields at Magruder Park.

Fiscal Impact:

\$5,000

City Administrator Comments:

Recommend Approval

Community Engagement:

Stonyfield and the City will partner to conduct community outreach about the benefits of organic land care.

Strategic Goals:

Goal 3 – Promote a Safe and Vibrant Community

Legal Review Required?

Complete

Conditions for towns and cities receiving Stonyfield support

Towns will receive:

- \$5,000 cash grant to use towards purchase of organic (OMRI-approved) inputs or landscaping equipment needed for organic management
- In-kind technical support and guidance from our collaborators [Osborne Organics and Beyond pesticides] OR [Non Toxic Neighborhoods] (value to town \$10,000 - \$15,000)

Towns will:

- Commit to transitioning specific fields to organic management, per the organic landscaping standards of the StonyFIELDs project (see Appendix A). Towns will identify the specific fields to be transitioned. Our hope is that the town will plan for a multi-year transition of these initial fields, and that they will be a catalyst to transitioning the rest of the city at a later point in time.

Stonyfield would like the following acknowledgement for this gift. Exact details are negotiable based on town policy.

- **Signage at fields** – recognizing Stonyfield , any supporting groups (eg Beyond Pesticides), and other funding collaborators with names and logos.
Sign size, text and location to be determined by Stonyfield and the individual community but must include "Stonyfield Organic" in text.
- **In the event that signage at the fields acknowledging Stonyfield or other support for this project is not allowed under town policy, Stonyfield would like the town to suggest an equivalent option for recognizing this gift.**
- **Any press or announcements done by the town about this project must acknowledge the support of Stonyfield and other collaborating partners.**

In addition, Stonyfield would like to work with the town to publicize this donation. Stonyfield plans to issue a press release to notify local press about the donation. We would like to work with the town and/or local grassroots advocates on the following items. Details do not have to be finalized before signing agreement for gift to the town, but the community should be prepared to consider these activities as part of accepting this gift.

- **Acknowledgement of donation** made to town from Stonyfield with local press (eg provide a quote for Stonyfield- issued press release)
- **Attendance at press event at kick off of field** – Stonyfield to invite local media and key contacts for a ribbon cutting event. Date to be determined by mutual agreement of involved parties.
- **Any press or announcements done by the town about this project must acknowledge the support of Stonyfield and other collaborating partners.**

Stonyfield plans to seek support from local grassroots or sports organizations for the following activities:

- **Potential community “field day”** event with food sampling, family activities, etc – all planned for and managed by Stonyfield (some time after the announcement about Stonyfield support is made), date to be set in coordination with the town
- **Discuss potential of offering Stonyfield products** at any snack stands at designated fields

- Branded **Educational workshops** held in community to grow grassroots enthusiasm and education around organic field, park, and home lawn management , organized and managed by Stonyfield and selected non-profits/ experts.
- Discuss opportunities to **photograph or videotape individuals or activities related to this Stonyfield initiative** for use on Stonyfield's social & digital platforms

Appendix A

Organic Landscaping Standards

Required under Stonyfield-branded organic land management project

Structure of Site Review and Management

1. Document the existing physical conditions of the turf areas and establish a baseline soil analysis or tests for (i) chemistry, (ii) texture, and (iii) nutrient availability through a soil foodweb assessment of soil biology;
2. Prepare a review to facilitate the adoption of an organic management program, and all recommendations are made with that in mind;
3. Develop a site-specific plan for fertility and weed control; and,
4. Address management practices, beginning with a survey, tailored to:
 - a. site conditions,
 - b. site expectations, and
 - c. budget.

Adopting a Systems Approach

For management plans, follow an organic systems approach that is designed to put a series of preventive steps in place that will avoid or reverse problems. This approach forms the basis for site specific organic land management recommendations. This systems approach, not a product replacement strategy, is based on three concepts:

- 1) Specific and sound horticultural practice;
- 2) Organic compatible productⁱ (defined at endnote #1) where use is governed by soil testing and site considerations; and,
- 3) The recognition that the soil biomass and microbial activity play a critical role in fertility.

The systems approach is a “feed-the-soil” approach that centers on natural, organic fertilization, soil amendments, microbial inoculants, compost teas, microbial food sources, and topdressing as needed, or indicated, with high quality, finished compost. In addition to the use of organic forms of nitrogen, phosphorus, and potassium, which are found in a number of organic fertilizers (preferably OMRI-listed), there are many other inputs, or soil amendments, that, based on established need through soil testing, round out complete organic turf and landscape programs. They are humic and fulvic acids, kelp, molasses, fish, squid, and crab hydrolysates, soy hydrolysate, amino acids, mycorrhizal fungi and other microbial inoculums, as well as other macro and micronutrients. It is a program that supports the natural processes in the soil ecosystem. These inputs, along with very specific cultural practices, which

include mowing, aeration, irrigation, and overseeding, are the basis of the program. Synthetic fertilizers are not permitted under these standards.

Biomass in the Soil

Because inputs for fertility management and building the soil biomass are important to a successful result, address the soil biology needs of the individual sites in the program that are under review and management. Include strategies that will move a site through the transition process as quickly and efficiently as possible.

Identify the Management Level/Cultural Intensity

Determine site expectations. The expectation determines the level of intensity. In determine intensity, calculate the amount of labor and material inputs required to meet those expectations.

Transitioning

When a natural management program is being put in place after chemical-intensive, or conventional, management, a window of time, referred to as the transition period, is typically required to make practice and input changes. It is during this timeframe when specific cultural practices are adopted and new products are applied. The most important element of the transition is the attention to the soil, not just texture and chemistry, but the biomass as well. Success is achieved by focusing on the living portion of the soil from the beginning of the organic program. The length of time required for this process is directly related to the intensity of conventional management practices that are currently employed.

Meeting the Goals for the Site

The goal of an organic turf management program is to create turf that meets aesthetic site objectives and use conditions, while eliminating toxic and synthetic chemical inputs that may have adverse impacts on health, the environment, and the soil. Additionally, the products and programs are designed to utilize materials and adopt cultural practices that will avoid problems associated with runoff or leaching of nutrients and pest control products into water bodies and groundwater.

This approach will build a soil environment rich in microbiology that produces strong, healthy turf that is more resilient and better able to withstand many of the stresses that affect turfgrass. If good cultural practices are adopted and products are chosen to enhance and continually address the soil biology, the natural turf system is better able to withstand pressures from heavy usage, insects, weeds, and disease, as well as drought and heat stress. While problems can arise in any turf system, they will be easier to alleviate as long as the soil is healthy with the proper microbiology in place.

Turf Program Comparison

Conventional turf management programs are generally centered on a synthetic product approach that uses highly water soluble fertilizers and pesticide control products that continually treat symptoms on an annual basis. It is important to acknowledge that in addition to having adverse effects on human health and the environment, pesticides by definition kill, repel, or mitigate a pest. They do not grow grass. The organic systems approach implements a strategy that proactively solves problems by supporting a healthy soil and turfgrass system. Healthy, vigorously growing grass will outcompete most weed pressures, and a healthy soil biomass will assist in the prevention of many insect and disease issues.

The organic landscaping program is not a product substitution program. An adherence to the organic systems approach focused on supporting soil health, ensures a high level of sustainable quality.

When a municipality or other entity subcontracts applications of product or the implementation of cultural practices, a person who possesses knowledge about organic turf management and initial soil testing, is required to outline and oversee the program. That program then is incorporated into a request for a proposal (RFP) and goes out to bid. What should not happen is letting an individual service provider come in and create a program that seems to make sense to them based simply on their product choice.

ⁱ Organic Compatible Products, including pesticides and soil amendments for fertility are limited to products allowed under FIFRA 25(b), and Organic Materials Review Institute (OMRI) listed products, established at 7 CFR 205.601 and labeled for turf uses. A list of organic compatible products permitted under the protocol may be found at <https://beyondpesticides.org/programs/lawns-and-landscapes/tools-for-change/products-compatible-with-organic-landscape-management>.



Hyattsville City Council Agenda Item Report

Meeting Date: September 11, 2018

Submitted by: Chris Purvis

Submitting Department: Police Department

Item Type: Memorandum of Understanding

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

SUBJECT

Northwestern High School Night School and After School Activities Memorandums of Understanding

HCC-68-FY19

Recommendation:

I move that the Mayor and Council approve the 2018 Memorandum of Understanding between the Board of Education of Prince George's County and the City of Hyattsville Police Department to have a police presence during night school and during sporting events and extracurricular activities.

Sponsor(s):

At the Request of the City Administrator

Co-Sponsor(s):

N/A

ATTACHMENTS

[HCPD MOU Extracurricular Events \(1\) 2018.doc](#)

[HCPD MOU Night School 2018 \(1\).doc](#)

Summary Background:

The City of Hyattsville Police Department and the Board of Education of Prince George's County have had Memorandums of Understanding for: 1) Police presence during night school and 2) Police presence during sporting events and extracurricular activities. The officers work the assignments at a pay rate of \$50 dollars an hour, which will be reimbursed by the Board of Education.

Next Steps:

Sign and Implement the two Memorandums of Understanding.

Fiscal Impact:

All expenses are reimbursed by the Prince George's County Board of Education

City Administrator Comments:

Recommend Approval

Community Engagement:

Presence at Requested / Required Activities.

Strategic Goals:

Goal 3 – Promote a Safe and Vibrant Community

Legal Review Required?

Complete

**MEMORANDUM OF UNDERSTANDING
BETWEEN
BOARD OF EDUCATION OF PRINCE GEORGE’S COUNTY
AND
CITY OF HYATTSVILLE POLICE DEPARTMENT**

THIS AGREEMENT is entered into this ____day of _____, 2018 by and between the Prince George’s County Board of Education (hereinafter: “the Board”) and the City of Hyattsville Police Department (hereinafter “the Police Department”).

WHEREAS, the Board finds it necessary and desirable to have police presence during sporting events and extracurricular activities sponsored by the public school which involve attendance by the public and

WHEREAS, the Police Department can provide the services desired by the Board as defined within the scope of services below.

NOW THEREFORE, the Police Department and the Board mutually agree as follows:

SECTION 1 SCOPE OF SERVICES

Section 1.1 The principal duty of a police officer working a school event is to be a visual deterrent to crime and disorderly behavior and to provide for the safety of participants and spectators. Officers are expected to use discretion when deciding whether to take police action and should enlist the assistance of a school administrator (i.e., the principal or the designee), if possible, prior to taking any enforcement action. If an officer decides to take enforcement action, school administrators shall not interfere with the officer while the officer is handling the situation. Officers are expected to take direction from the school administrator where it is not contrary to department policy or law. The officer will inform the administrator or sponsor of the conflict and explain why the request cannot be carried out. Officers are expected to provide traffic control, especially at the termination of the school evening.

Section 1.2 Schedule Coverage

- a. The Board will notify the Police Department of scheduled events sixty (60) days prior if possible to the beginning of the school year. The schedules will be submitted to the corresponding police district station responsible for support to the area where the school is located. A master copy of all schedules will be provided to the Police Department for information and monitoring.
- b. To the extent possible, the Police Department will be given two (2) weeks notification for unscheduled events.

- c. It is understood by all parties concerned that response to last minute emergency requirements is subject to the availability of staff from the corresponding police district. All parties understand that police officers may be called away from the school in the case of a police emergency.

Section 1.3 The Police Department will provide uniformed police officers at athletic or extracurricular events.

- a. Police officers will work these assignments on an overtime basis.
- b. If there are insufficient officers available, the Chief of Police will make necessary duty assignments.
- c. The minimum compensated time for these events is three-and-a-half (3 ½) hours.
- d. The maximum pay shall be for a five (5) hour duty period unless exceptional circumstances (arrest or extension of events, etc.) occur; in which case the pay shall be for the total period.
- e. Police officers assigned to work these events are required to be at the school at least thirty (30) minutes prior to the start of school time, and will remain until the students and traffic have dispersed.
- f. All police officers assigned to work these events shall be protected by the City of Hyattsville's medical, retirement, liability, and related benefits.

Section 1.4 It shall be the responsibility of the individual officers working these events to notify communications that they are working off-duty. This notification shall cover those officers whose names have been received prior to working school events, as well as any officer working off-duty whose name was not included on the initial list.

- a. Prior to reporting to their assignments, officers should make an inquiry to their commander as to the status of the corresponding event (schedule, or location change, etc.)
- b. Schools will be responsible for notifying the Chief of the City of Hyattsville Police Department or their designee of any changes or cancellations of athletic or extracurricular events including early dismissal and school closings.

Section 1.5 Procedures for Submitting Overtime Slips

- a. An overtime slip will be submitted by each police officer working a school event.
- b. If the police officer is on-duty, the officer will fill out the overtime slip following normal procedure. At the top of the slip the officer will write "Northwestern High School" and under the reason or case number the officer will write the type of event and the name of the school.

- c. If the police officer is off-duty, the officer will fill out the overtime slip following normal procedures. Under the reason or case number, the officer will write "Athletic or Extracurricular Assignment" & the name of the school.
- d. The overtime slip will be signed by the school principal or appropriate designee to verify the time spent by the respective officer(s) at these events and submitted to the officer's supervisor.

Section 1.6 Statutes of Employment

- a. Police officers assigned to work school events under this Memorandum of Understanding will continue to be solely the employees of the City of Hyattsville (and will not be considered employees of the Board for any and all purposes, including, but not limited to salary, benefits, worker's compensation, etc)

SECTION II TERM OF AGREEMENT

Section 2.1 It is mutually agreed that this Agreement shall commence on the date first written above and continue for a term of one (1) year.

Section 2.2 Either party may terminate this agreement prior to the expiration of the Agreement Term by giving no less than thirty (30) days written notice to the other party of their intentions to terminate this Agreement on a date specified in the notice. Notification shall be made to the following:

For the Board

Dr. Monica E. Goldson
14201 School Lane
Upper Marlboro, MD 20772

For the Police Department

Interim Chief Amal Awad
4310 Gallatin Street
Hyattsville, MD 20781

SECTION III COMPENSATION

Section 3.1 The Board will reimburse the Police Department at the standard rate of pay for any individual working during their normal tour of duty and fifty (\$50.00) dollars per hour for those working on their off-duty time. The reimbursement will come from the budget that has been allocated for the school function.

SECTION IV PAYMENT

Section 4.1 Payment will be based on a billing cycle to two statements issued per school year after the end of the first and second semesters, December 31 and June 30 respectively. The board shall pay the amount within thirty (30) days after the receipt of such statements.

SECTION V INDEMNIFICATION

Section 5.1 The Board agrees to indemnify, defend, and hold harmless the City, its agents and employees from any and all judgments, claims, suits, and liabilities caused by the negligence of its agents or employees unless said negligence was the result of the action of the City and its agents or employees to the extent of its statutory limits of liability. The City Hyattsville Police Department agrees to indemnify, defend, and hold harmless the Board, its agents and employees from any and all judgments, claims, suits, and liabilities caused by the negligence of its agents or employees unless such negligence was a result of the action of the Board and its agents or employees.

IN WITNESS WHERE OF, the parties have executed this Memorandum of Understanding of the day and date first above written.

Hyattsville, Maryland

Witness: _____

By: _____
Tracey E. Nicholson
City Administrator

Prince George's County Board of Education

Witness: _____

By: _____
Dr. Monica E. Goldson
Interim Chief Executive Officer

LEAVE/OVERTIME REQUEST

NAME: _____

ID#: _____

LEAVE REQUEST

TYPE (check one):

___ANNUAL

___COMP

___SICK

___LWOP

___OTHER

DATE(S) OF LEAVE: _____

TOTAL NUMBER OF HOURS: _____

SHIFT-FROM: _____ TO _____

OVERTIME

TYPE (check one):

___OVERTIME

___COMP TIME

___GRANT FUNDING-TYPE _____

DATE WORKED	HOURS FROM TO	TOTAL NUMBER OF HOURS	REASON OR CASE NUMBER

COURT OVERTIME (Attach court summons)

TYPE (check one):

___DISTRICT

___CIRCUIT

COURT DATE	SESSION (STARTING TIME)	TOTAL NUMBER OF HOURS	CASE NUMBER(S)

EMPLOYEE SIGNATURE

DATE

APPROVED: _____
SQUAD COMMANDER

DATE

**MEMORANDUM OF UNDERSTANDING
BETWEEN
BOARD OF EDUCATION OF PRINCE GEORGE’S COUNTY
AND
CITY OF HYATTSVILLE POLICE DEPARTMENT**

THIS AGREEMENT is entered into this ____day of _____, 2018 by and between the Prince George’s County Board of Education (hereinafter: “the Board”) and the City of Hyattsville Police Department (hereinafter “the Police Department”).

WHEREAS, the Board finds it necessary and desirable to have police presence during night school.

WHEREAS, the Police Department can provide the services desired by the Board as defined within the scope of services below.

NOW THEREFORE, the Police Department and the Board mutually agree as follows:

SECTION 1 SCOPE OF SERVICES

Section 1.1 The principal duty of a police officer working night school is to be a visual deterrent to crime and disorderly behavior and to provide for the safety of students and staff. Officers are expected to use discretion when deciding whether to take police action and should enlist the assistance of the school administrator (i.e., the principal or the designee), if possible, prior to taking any enforcement action. If an officer decides to take enforcement action, school administrators shall not interfere with the officer while the officer is handling the situation. Officers are expected to take direction from the school administrator where it is not contrary to department policy or law. The officer will inform the administrator or sponsor of the conflict and explain why the request cannot be carried out. Officers are expected to provide traffic control, especially at the termination of the school evening.

Section 1.2 Schedule Coverage

- a. The Board will notify the Police Department of scheduled events sixty (60) days prior if possible to the beginning of the school year. The schedules will be submitted to the corresponding police district station responsible for support to the area where the school is located. A master copy of all schedules will be provided to the Police Department for information and monitoring.
- b. To the extent possible, the Police Department will be given two (2) weeks notification for unscheduled events.

- c. It is understood by all parties concerned that response to last minute emergency requirements is subject to the availability of staff from the corresponding police district. All parties understand that police officers may be called away from the school in the case of a police emergency.

Section 1.3 The Police Department will provide uniformed police officers at night school.

- a. Police officers will work these assignments on an overtime basis.
- b. If there are insufficient officers available, the Chief of Police will make necessary duty assignments.
- c. The average time for night school is four-and-a-half (4 ½) hours.
- d. The maximum pay shall be for a five (5) hour duty period unless exceptional circumstances (arrest or extension of events, etc.) occur; in which case the pay shall be for the total period.
- e. Police officers assigned to work these events are required to be at the school at least thirty (30) minutes prior to the start of school time, and will remain until the students and traffic have dispersed.
- f. All police officers assigned to work night school shall be protected by the City of Hyattsville's medical, retirement, liability, and related benefits.

Section 1.4 It shall be the responsibility of the individual officers working night school to notify communications that they are working off-duty. This notification shall cover those officers whose names have been received prior to working night school, as well as any officer working off-duty whose name was not included on the initial list.

- a. Prior to reporting to their assignments, officers should make an inquiry to their commander as to the status of the night school (schedule, or location change, etc.)
- b. Schools will be responsible for notifying the Chief of the City of Hyattsville Police Department or their designee of any changes or cancellations of night school including early dismissal and school closings.

Section 1.5 Procedures for Submitting Overtime Slips

- a. An overtime slip will be submitted by each police officer working night school.
- b. If the police officer is on-duty, the officer will fill out the overtime slip following normal procedure. At the top of the slip the officer will write "Patrol Assignment" and under the reason or case number the officer will write "Night School" and the name of the school.

- c. If the police officer is off-duty, the officer will fill out the overtime slip following normal procedures. Under the reason or case number, the officer will write "Night School" & the name of the school.
- d. The overtime slip will be signed by the school principal or appropriate designee to verify the time spent by the respective officer(s) at night school and submitted to the officer's supervisor.

Section 1.6 Statuses of Employment

- a. Police officers assigned to work school events under this Memorandum of Understanding will continue to be solely the employees of the City of Hyattsville (and will not be considered employees of the Board for any and all purposes, including, but not limited to salary, benefits, worker's compensation, etc)

SECTION II TERM OF AGREEMENT

Section 2.1 It is mutually agreed that this Agreement shall commence on the date first written above and continue for a term of one (1) year.

Section 2.2 Either party may terminate this agreement prior to the expiration of the Agreement Term by giving no less than thirty (30) days written notice to the other party of their intentions to terminate this Agreement on a date specified in the notice. Notification shall be made to the following:

For the Board

Dr. Monica E. Goldson
14201 School Lane
Upper Marlboro, MD 20772

For the Police Department

Interim Chief Amal Awad
4310 Gallatin Street
Hyattsville, MD 20781

SECTION III COMPENSATION

Section 3.1 The Board will reimburse the Police Department at the standard rate of pay for any individual working during their normal tour of duty and fifty (\$50.00) dollars per hour for those working on their off-duty time. The reimbursement will come from the budget that has been allocated for the night school function.

SECTION IV PAYMENT

Section 4.1 Payment will be based on a billing cycle to two statements issued per school year after the end of the first and second semesters, December 31 and June 30 respectively. The board shall pay the amount within thirty (30) days after the receipt of such statements.

SECTION V INDEMNIFICATION

Section 5.1 The Board agrees to indemnify, defend, and hold harmless the City, its agents and employees from any and all judgments, claims, suits, and liabilities caused by the negligence of its agents or employees unless said negligence was the result of the action of the City and its agents or employees to the extent of its statutory limits of liability. The City of Hyattsville Police Department agrees to indemnify, defend, and hold harmless the Board, its agents and employees from any and all judgments, claims, suits, and liabilities caused by the negligence of its agents or employees unless such negligence was a result of the action of the Board and its agents or employees.

IN WITNESS WHERE OF, the parties have executed this Memorandum of Understanding of the day and date first above written.

Hyattsville, Maryland

Witness: _____

By: _____
Tracey E. Nicholson
City Administrator

Prince George's County Board of Education

Witness: _____

By: _____
Dr. Monica E. Goldson
Interim Chief Executive Officer

LEAVE/OVERTIME REQUEST

NAME: _____

ID#: _____

LEAVE REQUEST

TYPE (check one):

___ ANNUAL ___ COMP ___ SICK ___ LWOP ___ OTHER

DATE(S) OF LEAVE: _____

TOTAL NUMBER OF HOURS: _____ SHIFT-FROM: _____ TO _____

OVERTIME

TYPE (check one):

___ OVERTIME ___ COMP TIME ___ GRANT FUNDING-TYPE _____

DATE WORKED	HOURS FROM TO	TOTAL NUMBER OF HOURS	REASON OR CASE NUMBER

COURT OVERTIME (Attach court summons)

TYPE (check one):

___ DISTRICT ___ CIRCUIT

COURT DATE	SESSION (STARTING TIME)	TOTAL NUMBER OF HOURS	CASE NUMBER(S)

EMPLOYEE SIGNATURE

DATE

APPROVED: _____
SQUAD COMMANDER

DATE



Hyattsville City Council Agenda Item Report

Meeting Date: September 11, 2018

Submitted by: Hal Metzler

Submitting Department: Public Works

Item Type: Contract

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

SUBJECT

3505 Hamilton Street Renovation Project - Environmental Remediation Change Order

HCC-64-FY19

Recommendation:

I move that the Mayor and Council authorize an expenditure of \$30,000 with Retro Environmental to cover additional quantities of hazardous materials removed from 3505 Hamilton St greater than initially estimated in the original contract award.

Sponsor(s):

At the Request of the City Administrator

Co-Sponsor(s):

N/A

ATTACHMENTS

[retro change order email.pdf](#)

Summary Background:

On May 21, 2018 the Council approved a contract with Retro Environmental to provide the Environmental Remediation of 3505 Hamilton Street not to exceed \$160,000. Retro Environmental's proposal was based on estimated quantities provided by the City's consultant. Once Retro Environmental began removing floor, wall, and ceiling components as outlined in the scope of work, additional unknown hazardous materials were discovered requiring remediation resulting in this change order request.

Next Steps:

N/A

Fiscal Impact:

\$30,000

City Administrator Comments:

Recommend Approval

Community Engagement:

N/A

Strategic Goals:

Goal 3 – Promote a Safe and Vibrant Community

Legal Review Required?

N/A

City of Hyattsville Police Station

lswallows@retroenviroinc.com

Tue 8/28/2018 1:43 PM

To: Hal Metzler <hmetzler@hyattsville.org>;

Cc: Peter Heppner <pheppner@retroenviroinc.com>;

Hal,

This is to inform you that due to increased quantities found and removed during the abatement process we have an overage of \$55,905.00 above the original \$130,000.00 contract estimate for a total of \$185,905.00. Back up has been supplied with the monthly billing. The back up consists of AMA's Hazardous Material Data Sheets compiled and signed off by AMA's Varun Gupta and Retro Environmental's Bladimir Sandoval.

Thanks,

Larry



Larry Swallows

Project Manager

[5301 Enterprise St, Suite D](#)[Sykesville MD 21784](#)c: [410-598-0684](tel:410-598-0684)t: [410-552-9301](tel:410-552-9301) ext. 302f: [410-552-9305](tel:410-552-9305)www.retroenviroinc.comVirus-free. www.avg.com



Hyattsville City Council Agenda Item Report

Meeting Date: September 11, 2018

Submitted by: Hal Metzler

Submitting Department: Community & Economic Development

Item Type: Contract

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

SUBJECT

3505 Hamilton Street Renovation Project - IT Infrastructure Deployment

HCC-62-FY19

Recommendation:

I move that the Mayor and Council authorize the City Administrator to enter into a purchase agreement with Dataprise, not to exceed \$25,000, to provide IT services for the new Police station project at 3505 Hamilton Street under their existing contract with the City.

Sponsor(s):

At the Request of the City Administrator

Co-Sponsor(s):

N/A

ATTACHMENTS

[2018-CQK-P14 - Police Office Building Design and Discovery.pdf](#)

Summary Background:

Dataprise currently has a contract to provide IT services to the City. As part of their services Dataprise will be providing IT system design, and possibly conduct the installation and deployment of services as part of the new police station project at 3505 Hamilton Street. JMT is finalizing the design to begin construction late Fall 2018 with occupancy of the new facility expected to occur in Winter 2019/Spring 2020.

Next Steps:

N/A

Fiscal Impact:

\$25,000

City Administrator Comments:

Recommend Support. Installation and deployment may be competed and covered by another vendor.

Community Engagement:

N/A

Strategic Goals:

Goal 3 – Promote a Safe and Vibrant Community

Legal Review Required?

N/A

Customer: City of Hyattsville**Bill to:** 4310 Gallatin Street
Hyattsville, MD 20781**Ship to:** -- SAME --**Attention:** James Chandler**Cust. PO:** NONE**Date:** 8/16/2018**Representative:** Russell Starkie**Prices Expire:** 9/15/2018**Terms:** See attached.**I. Product / Service****Project: POLICE OFFICE BUILDING DESIGN AND PLANNING PROJECT - T&M**Task 1 - Technical Professional Consulting Services (Senior-Level) - Hourly Rate.

Dataprise to provide various resources to assist with the discovery, design, and planning phases of a new office building for use with the City of Hyattsville Police Department.

Tasks may include, but are not limited to:

- * Cabling planning and documentation
- * Network planning and documentation
- * Physical security planning and documentation
- * Server Infrastructure documentation and planning
- * Any other tasks required for the successful completion of planning for the new office

Special Terms:

1. The pricing under this Purchase Agreement will remain in effect for six months from the date of this Agreement.
2. Minimum on-site visit is four (4) hours.
3. There are no travel charges for all on-site visits of eight (8) hours or greater. A travel fee of ½ hour of the prevailing on-site rate will apply to a) all on-site visits under eight (8) hours, and b) all after-hours service requests.
4. The initial cost of this Agreement (\$9,920) may be credited against a future project to implement hardware, designs, and any recommendations for the City of Hyattsville Police Department Building.
5. This Agreement is not to exceed \$25,000.00 without prior approval from the Customer Point of Contact.

The rest of this page is intentionally blank

II. Price Summary

Product / Service

Total Products	\$0.00
Sub Total Products:	\$0.00
Total Non-Recurring Technical Services	\$9,920.00
0.00% Sales Tax:	\$0.00
TOTAL:	<u>\$9,920.00</u>

Note: See price detail for optional items.

We are pleased to offer you Net Terms, subject to credit approval, for this purchase.



Thank you for this opportunity to serve you.

Questions? Contact your Dataprise Account Executive:
Russell Starkie
1-410-230-9999 Ext. 00001
rstarkie@dataprise.com

III. Customer Authorization

By signing this Purchase Agreement, Customer hereby authorizes Dataprise, Inc. to fulfill the requirements specified under Product / Services (including the Special Terms) above according to the Prices specified and the Terms and Conditions of Sale below. Please have an authorized representative of your organization sign below and return.

AUTHORIZED CUSTOMER NAME (Printed)

AUTHORIZED CUSTOMER SIGNATURE

TITLE

Date

DATAPRISE, INC.

David E. Eisner

AUTHORIZED DATAPRISE REPRESENTATIVE NAME

for Dataprise, Inc.

CEO

TITLE

8/16/2018

Date

IV. Price Detail

Product Detail

#	Item	Part #	Qty.	Price	Extension
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T=Taxable Item

Sub Total:

Non-Recurring Technical Services Detail

Task	Description	Qty.	Per	Price	Extension
1	Technical Professional Consulting Services (Senior-Level) - Hourly Rate	64	Hour	\$155.00	\$9,920.00

T=Taxable Item

Sub Total: \$9,920.00

Technical Services - OPTIONAL ITEMS

Task	Description	Min. Qty.	Per	Price	Extension
2	Technical Professional Consulting Services (Mid-Level)- Estimated	0	Hour	\$145.00	\$0.00
3	Technical Professional Consulting Services - After Hours Rate (All-Levels)- (6:30PM - 8:00AM Daily, All Day Weekends, Published Holidays, \$100/per incident response fee if unscheduled emergency response)	0	Hour	\$155.00	\$0.00
4	Technical Professional Consulting Services - Remote Help Desk Support - Hourly Rate	0	Hour	\$95.00	\$0.00
5	Data Cabling Services - Hourly Rate	0	Hour	\$85.00	\$0.00
6	Technical Professional Consulting Services (Datacom Engineer) - Hourly Rate	0	Hour	\$165.00	\$0.00

T=Taxable Item

Sub Total: \$0.00

A. General

1. SERVICES: The Services provided hereunder are as described under the "Product / Service" section of this Agreement. Time billed to nearest 1/4 hour increment.
2. TAXES AND SHIPPING: Applicable taxes, shipping, and freight charges are the responsibility of Customer and may not be included in Dataprise pricing.
3. ENTIRE AGREEMENT: This Agreement supersedes all previous proposals and discussions and reflects the final understanding between the Customer and Dataprise, Inc. with respect to the subject matter of the Agreement.
4. EXPENSES: Customer will be invoiced separately for any procurement expenses for equipment or other hardware or software as may be provided by Dataprise.
5. ON-SITE MINIMUM: Customer will be assessed a four (4) hour on-site minimum. On-site travel charges billed for time spent traveling from point-of-origin to Customer site. Additional charges may apply for on-site travel greater than 100 miles.
6. SCHEDULED VISIT CANCELLATIONS: Twenty-four (24) hours notice is required for any cancellation or rescheduling of regularly scheduled or planned on-site visits. Failure to provide such notice may result, at Dataprise's sole discretion, in the charging of anticipated on-site visit fees.
7. HIRING OF DATAPRISE PERSONNEL: Customer hereby understands and agrees that Dataprise spends considerable time and money hiring, training and growing its professional staff and that its staff is generally utilized among many different clients. Accordingly, Customer agrees that it will not solicit for employment, hire or contract with any of Dataprise's existing or former technical or professional personnel assigned either directly or indirectly to Customer's account during the term of this Agreement and for a period of two years from its termination, regardless of the reason for termination. Customer agrees to pay Dataprise the sum of \$35,000 as liquidated damages for the breach or attempted breach of this provision for each occurrence thereof. For this purpose, solicitation does not include contact resulting from indirect means such as public advertisement, Internet postings, placement firm searches or similar means not directed specifically at the employee to which the employee responds on his or her own initiative, as long as any such general advertisements are not made for the purpose of circumventing this section. This provision shall survive the termination of this Agreement for any reason.
8. ESTIMATED CHARGES: All hourly charges reflected in this Purchase Agreement are estimated based on projected use. Actual final costs may vary based on actual work performed.
9. CHANGE IN INSTALLATION CONDITIONS: If installation conditions at Customer's site are different from those reasonably discoverable during an initial walk-through of the site by Dataprise staff or are different from those that are explicitly communicated to Dataprise staff by the Customer, and such different conditions cause an increase in Dataprise's installation or labor costs, then Dataprise shall be entitled to equitable price adjustment to cover such additional costs. This provision is in addition to the ESTIMATED CHARGES provision above.
10. ORIGINAL SIGNATURE: Customer hereby agrees to and attests that any signature by facsimile is deemed to be an original.
11. INDEPENDENT CONTRACTOR: Dataprise is and shall at all times be an independent contractor and shall not be deemed an employee or agent of Customer. Nothing in this Agreement is intended to, or shall be deemed to, constitute a partnership or joint venture between the parties.
12. EQUIPMENT SALES: All hardware and software equipment sales provided hereunder are final and products listed herein may not be returned unless previously authorized. Dataprise generally offers a 15 day return period on all items still in their original manufacturer's packaging and in re-sellable condition. Dataprise may charge a 15% restocking fee on all returned items. Final return authorization is subject to original equipment manufacturer (OEM) approval. Equipment pricing subject to fluctuations due to changing market conditions and availability and cannot be guaranteed. Consequently, Dataprise may cancel or offer substitutions on those items that, at time of order, are no longer available at the prices quoted herein.
13. CONFLICT OF TERMS: Where these "Terms and Conditions of Sale" conflict with anything contained in the "Special Terms" found in Section I, Products / Services, the "Special Terms" conditions shall control.

B. Limitation of Liability

1. Dataprise's failure to perform any term or condition of this Agreement as a result of conditions beyond its control such as, but not limited to, war, terrorism, strikes, fires, floods, acts of God, governmental restrictions or power failures shall not be deemed a breach of this Agreement.
2. Warranties of any and all hardware equipment and software applications are provided directly by their respective manufacturers. Dataprise assumes no risk whatsoever for any defective items but will make reasonable efforts to assist Customer in obtaining repair or replacement under manufacturer's warranty.
3. It is expressly understood and agreed that Dataprise has not made any guarantees or promises to Customer with respect to the exact date of the complete delivery, installation and operational status of any equipment or services provided hereunder.
4. Dataprise warrants that the technical support services being performed by it under this Agreement will be performed in a professional manner and that Dataprise will use commercially reasonable efforts in addressing all service problems. Dataprise's total liability under this Agreement shall in no event exceed the total amounts paid by Customer to Dataprise under this Agreement.
5. THE LIMITED WARRANTIES SET FORTH ABOVE ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS, EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE SERVICES OR PRODUCTS PROVIDED UNDER THIS AGREEMENT, OR AS TO THE RESULTS WHICH MAY BE OBTAINED THEREFROM, AND AS TO ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL DATAPRISE BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES FOR LOSS OF PROFITS OR LOSS OF DATA ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE PERFORMANCE OR BREACH THEREOF, THE SERVICES PROVIDED OR FAILED TO BE PROVIDED, INCLUDING BUT NOT LIMITED TO ANY DELAY, NON-DELIVERY, WRONG DELIVERY, SERVICE INTERRUPTION OR LOSS OF ACTUAL OR ANTICIPATED VALUE OF THE BUSINESS, EVEN IF DATAPRISE HAS BEEN WARNED OF SUCH LOSS.
6. Customer agrees to indemnify and hold harmless Dataprise, and its parents, subsidiaries, affiliates, officers, directors, shareholders, employees and agents, from any claim or demand, including reasonable attorneys fees, made by any third party due to or arising out of Customer's conduct, Customer's use of the support services provided under this Agreement, any alleged violation of this Agreement, or any alleged violation of any rights of another, including but not limited to Customer's use of any content, trademarks, service marks, trade names, copyrighted or patented material, or other intellectual property used in connection with services provided to Customer under this Agreement. Dataprise reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by Customer, but doing so shall not excuse Customer's indemnity obligations.

C. Acceptance

1. Product orders will be deemed "Accepted" by Customer upon Customer receipt and delivery of any such products, or agreed substitution if not available from manufacturer, as specified under this Agreement.
2. In the event of any extended delays due to the Customer, service provider, or any other third party that causes Dataprise not to fulfill some or all of the product or service items specified hereunder, Dataprise shall be entitled to payment of those individual product or service items that are completed as specified hereunder.

D. Payment

1. Customer will be billed monthly for services performed, subject to credit approval.
2. All payments shall be made in U.S. dollars payable to "Dataprise, Inc.". A service charge of \$50 will be assessed for any returned checks. A finance charge of 1.5% will be applied monthly on all unpaid balances after the final payment due date.
3. If the amount due Dataprise, Inc. must be collected by or through an attorney or otherwise adjudicated, Customer will be responsible for all reasonable attorney's fees and / or court costs incurred by Dataprise, Inc..

E. Governing Law

1. This Agreement shall be governed by and construed in accordance with the laws of the state of Maryland. Any actions to interpret or enforce this Agreement shall be solely brought in the state of Maryland and, to the extent permitted by law, the parties agree that the venue for such action shall be in the County of Montgomery.
2. Any notices or communications under this Agreement shall be made in writing and transmitted by certified mail return receipt requested to the party to whom such communication is directed. If to Dataprise, such notices shall be addressed to Dataprise, Inc., Attn.: Legal Department, 9600 Blackwell Road, 4th Floor, Rockville,

MD 20850. If to Customer, such notices shall be addressed to the mailing address specified when Customer opens an account with Dataprise, or such other address as either party may give the other by notice as provided above.



Hyattsville City Council Agenda Item Report

Meeting Date: September 11, 2018

Submitted by: Hal Metzler

Submitting Department: Public Works

Item Type: Contract

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

SUBJECT

3505 Hamilton Street Renovation Project - Variance Agreement

HCC-65-FY19

Recommendation:

I move that the Mayor and Council authorize the City Administrator to enter into a hold harmless agreement with Prince George's County as a condition for a variance requested for the renovation of 3505 Hamilton Street.

Sponsor(s):

At the Request of the City Administrator

Co-Sponsor(s):

ATTACHMENTS

[3505 Hamilton%2c Hold Harmless Agreement 8-7-2018.pdf](#)

Summary Background:

During the design and planning of the renovation of 3505 Hamilton Street it was discovered that the existing building does not meet current seismic design standards. As the building has been standing for over 50 years and not been damaged in any seismic events over that time frame, the design team submitted a variance request to cover the current structure. Prince George's County Department of Permits, Inspection, and Enforcement has reviewed the variance request, and agreed to grant the variance on the condition that the city enters into a hold harmless agreement concerning this variance. The hold harmless agreement has been drafted by the City Attorney and requires the Council's consent.

Next Steps:

N/A

Fiscal Impact:

N/A

City Administrator Comments:

Recommend Approval

Community Engagement:

N/A

Strategic Goals:

Goal 3 – Promote a Safe and Vibrant Community

Legal Review Required?

Complete

HOLD HARMLESS AGREEMENT

THIS HOLD HARMLESS AGREEMENT (hereinafter referred to as the “Agreement”) is made this ____ day of _____, 2018 by the **City of Hyattsville**, a municipal corporation formed under Article XI-E of the Maryland Constitution (the “City”), for the benefit of **Prince George’s County, Maryland**, a body corporate and politic (the “County”).

RECITALS

WHEREAS, the City intends to renovate a building located at 3505 Hamilton Street, Hyattsville, Prince George’s County, Maryland 20782 (the “Property”), to be used for law enforcement purposes; and

WHEREAS, the Property is located in a seismic Site Class D, and the intended use and renovation of the Property will cause the Property to be classified as Risk Category IV, which, under applicable County standards, would require the renovation of the Property to comply with Seismic Design Category C standards; and

WHEREAS, due to the current nature and condition of the Property, the cost and difficulty of renovating the Property with both structural and nonstructural components to comply with Risk Category IV and Seismic Design Category C standards is prohibitive; and

WHEREAS, the City has filed for a variance to permit the renovation and use of the Property in noncompliance with Risk Category IV and Seismic Design Category C standards and is requesting that the County issue a variance for this purpose; and

WHEREAS, the City agrees to hold the County harmless for any damages that may arise and any additional costs incurred should there be any delays in the City’s ability to occupy the Property in the event that the requested variance is insufficient, alone, to alleviate the City’s duty to upgrade the Property to Risk Category IV and Seismic Design Category C before occupation may occur.

NOW, THEREFORE, the City agrees as follows:

1. The above Recitals are hereby incorporated as operative provisions of this Easement.
2. Indemnity. The City covenants to hold the County, their successors and assigns, safe and harmless from and against any and all losses, claims, causes of action, demands liabilities, costs, damages and expenses (including, but not limited to, court costs and attorneys’ fees) arising out of the issuance of the variance referenced herein.
3. Term. This Agreement shall be valid through the completion of the renovation of the Property.

4. Governing Law. This Agreement shall be governed by, and constructed and interpreted under, the laws of the State of Maryland, without regard to its conflict of laws principles.

5. Headings. The headings of the parts of this Agreement are for convenience of reference only, and shall not limit or otherwise affect any of the terms of this Agreement.

IN WITNESS WHEREOF, the City has executed this Agreement under seal as of the day and year first above written.

WITNESS:

FOR THE CITY OF HYATTSVILLE:

By: _____

(Name)

(Title)

STATE OF MARYLAND :
COUNTY OF _____:

On this _____ day of _____, 2018, before me, the undersigned personally appeared, _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained, and in my presence signed and sealed the same on behalf of Advanced Auto Parts.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission Expires: _____



Hyattsville City Council Agenda Item Report

Meeting Date: September 11, 2018

Submitted by: Anthony DeSantis

Submitting Department: Community Services

Item Type: Proclamation

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

SUBJECT

Proclamation in Recognition of Hispanic Heritage Month

HCC-75-FY19

Recommendation:

I move that the Mayor and Council proclaim September 15, 2018 through October 15, 2018 as Hispanic Heritage Month in the City of Hyattsville.

Sponsor(s):

At the Request of the City Administrator

Co-Sponsor(s):

N/A

ATTACHMENTS

[Hispanic_Heritage_Month_2018 \(1\).docx](#)

Summary Background:

The period between September 15 and October 15 of each year is celebrated as Hispanic Heritage Month across the United States. Hispanic Heritage Month celebrates the contributions and achievements that residents of Hispanic and Latino heritage make in our communities every day.

Next Steps:

Recognize the period between September 15, 2018, and October 15, 2018, as Hispanic Heritage Month in the City of Hyattsville.

Fiscal Impact:

N/A

City Administrator Comments:

Recommend Approval

Community Engagement:

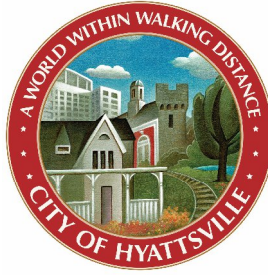
Recognition of Hispanic Heritage Month has been planned.

Strategic Goals:

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

Legal Review Required?

N/A



**PROCLAMATION
DECLARING SEPTEMBER 15, 2018, THROUGH OCTOBER 15, 2018
TO BE HISPANIC HERITAGE MONTH**

This proclamation declares September 15, 2018, through October 15, 2018, as Hispanic Heritage Month in the City of Hyattsville. This month recognizes the contributions and achievements that residents of Hispanic and Latino heritage make in our community every day.

WHEREAS, the City of Hyattsville is fortunate to be an ethnically diverse community, with many residents having roots and cultural ties to Latin America; and

WHEREAS, Hispanics and Latinos have shaped and strengthened the fabric of our community and of the United States, as well as enriched every facet of our local and national identities with traditions that reflect many diverse Hispanic and Latino ancestries; and

WHEREAS, residents of Hispanic and Latino heritage who have lived in our community for generations as well as residents who have come to us more recently merit the City of Hyattsville's recognition for sharing a commitment to this country and its promises of a more perfect union with liberty and justice for all;

NOW, THEREFORE BE IT RESOLVED, that the Mayor and Council of the City of Hyattsville acknowledge the many contributions that Hispanic and Latino residents make to our city, and that our community recognizes and celebrates its own brothers and sisters this Hispanic Heritage Month.

Candace B. Hollingsworth
Mayor
City of Hyattsville

September 11, 2018



Hyattsville City Council Agenda Item Report

Meeting Date: September 11, 2018

Submitted by: Katie Gerbes

Submitting Department: Community & Economic Development

Item Type: Planning & Development

Agenda Section: Action Items (8:30 p.m. - 9:15 p.m.)

SUBJECT

CSP-18002: Magruder Pointe (30 minutes)

HCC-69-FY19

Recommendation:

I authorize the Mayor and/or Staff to orally testify to the District Council in opposition to any zoning change on the WSSC property. This would include opposition to a rezoning to R-55, AND/OR authorize the Mayor to send correspondence to the District Council stating the City's opposition to the procedures used in the review of this application.

Sponsor(s):

At the Request of the City Administrator

Co-Sponsor(s):

N/A

ATTACHMENTS

[District_Council_Action_Memo_TND_edits__1_.docx](#)

Summary Background:

On July 26, 2018, the Prince George's County Planning Board heard the Conceptual Site Plan application for the Magruder Pointe project. While the application requested a zoning change of the lower lot to Mixed Use Infill (M-U-I), the Planning Board recommended a rezoning of the lower parcel to one-family detached residential (R-55). The lower lot is currently zoned open space (O-S). The Hyattsville City Council did not have the Planning Staff Report recommending R-55 at the time of the July 16th City Council meeting and did not provide written or oral testimony on rezoning the lower lot to R-55. Zoning change decisions are made by the District Council. The District Council hearing is scheduled for September 17, 2018 however, the Hyattsville City staff was advised by M-NCPPC Counsel that they cannot submit additional information in writing, but can present before the District Council orally as long as the information presented is consistent with previous testimony.

Procedurally, the Planning Staff report was not received two weeks in advance as required by policy.

Next Steps:

The District Council hearing for this case is scheduled for September 17, 2018.

Fiscal Impact:

N/A

City Administrator Comments:

See summary above

Community Engagement:

There has been no further community engagement since the Planning Board hearing in July.

Strategic Goals:

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

Legal Review Required?

N/A



Memo

To: Mayor and City Council

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

Date: September 5, 2018

Re: CSP-18002: Magruder Pointe – District Council Hearing

The purpose of this memorandum is to provide the City Council with an update on the Conceptual Site Plan (CSP) filed for the Magruder Pointe project. The conceptual site plan (CSP) for the project is proposing a combination of single-family detached homes and townhouses on the upper lot and proposes townhouses on the lower lot.

Previous City Council Action

On July 16, 2018, the City Council was presented the latest iteration of the Magruder Pointe Conceptual Site Plan application. This revised plan called for the rezoning of the upper and lower parcels of the former WSSC property to mixed-use infill (M-U-I). The upper lot is currently zoned one-family detached residential (R-55), and the lower lot is currently zoned open space (O-S).

At the July meeting, the City Council considered several motions and ultimately adopted a motion authorizing the Mayor to send correspondence to the Maryland-National Capital Park and Planning Commission to state the body's decision not to support the conceptual site plan application for Magruder Pointe (CSP-18002), which calls for the rezoning of the lower parcel of the subject application to M-U-I. At this time, City staff did not have the M-NCPPC staff report in hand and the City Council elected not to speculate by making any statement about the possibility of R-55 zoning.

Planning Board Hearing

On July 26, 2018, the Prince George's County Planning Board held their hearing for the CSP application. City staff was present to represent the opinion adopted by the City Council on July 16. Several members of the Hyattsville community, representing both sides of the project, were also in attendance. The Planning Board agreed that M-U-I was not an appropriate zone for the property, but instead recommended that the District Council rezone the lower lot of the property to R-55. The upper parcel

would remain with its current zoning, also R-55. Because this is a zoning request, the Planning Board's responsibility is to make a recommendation to the District Council; the District Council is the ultimate decision maker. At this hearing, City staff was not authorized by Council to comment on the R-55 zoning.

The District Council hearing for the project is currently scheduled to take place on September 17, 2018.

City Council Action

The City staff was informed that nothing can be entered into the record at a District Council hearing that was not entered into the record as testimony at the Planning Board hearing. Because the City Council did not adopt a formal position on R-55, staff did not comment on it at the Planning Board hearing and therefore cannot specifically mention an objection to R-55 at the District Council hearing.

Currently, there are two proposed actions the City Council may elect to take regarding this application.

The first is authorizing the Mayor and/or staff to orally testify to the District Council in opposition of any zoning change on the WSSC property. This would include opposition to a rezoning to R-55. The statement would have to read as an opposition to rezoning generally, or reference opposition to a rezoning to M-U-I, as those statements were made during the Planning Board hearing. Additionally, this statement must be made orally, as new written testimony is not accepted.

The second action the Council may consider is to authorize the Mayor to send correspondence to the District Council stating the City's opposition to the procedures utilized in the review of this application.

Planning Board policy is to release their staff report for an application 2 weeks before the hearing date. This is to allow all interested parties time to review the recommendations in the staff report. For this application, the staff report was released 6 days before the hearing, violating that policy. M-NCPPC legal counsel acknowledged that they violated their own procedures by failing to release the staff report on time, but also acknowledged that their procedures do not give the Planning Board or staff any repercussions for failing to meet that deadline.

The Council may also express opposition to the fact that the application sent out to the City of Hyattsville as a referral was for a rezoning to M-U-I. There was no application, and therefore no referral, for a rezoning of R-55. Consequently, the City Council has not provided M-NCPPC with any comments about rezoning the property to R-55. Due to the rules and procedures of the District Council not allowing any new testimony, this essentially precludes the City from providing any comments about R-55 rezoning. There is no guarantee such a letter would result in any substantive change to the process and or delay the District Council hearing, but it would be written evidence of the City's opposition with the process.

Next Steps

As directed by Council, staff will provide the District Council oral commentary at the September 17 District Council hearing and/or submit a letter immediately to the District Council expressing opposition to the procedures used for this application.



Hyattsville City Council Agenda Item Report

Meeting Date: September 11, 2018

Submitted by: Jim Chandler

Submitting Department: Community & Economic Development

Item Type: Ordinance

Agenda Section: Action Items (8:30 p.m. - 9:15 p.m.)

SUBJECT

Hyattsville Ordinance 2018-05, Amendment to Chapter 114, Article IV: Residential Parking Zones (15 minutes)

HCC-348-FY18

Recommendation:

I move that the Mayor and Council introduce Hyattsville Ordinance 2018-05, an Ordinance whereby the City of Hyattsville amends Chapter 114 to refine the City's residential parking permit system (FIRST READING).

Sponsor(s):

At the Request of the City Administrator

Co-Sponsor(s):

N/A

ATTACHMENTS

[Ordinance 2018-05 Residential Parking \(Ch. 114\) 9-6-2018.pdf](#)

[MM Re Ordinance 2018 Residential Parking \(Ch. 114\) 5-7-2018 Comments.pdf](#)

Summary Background:

In accordance with Motion HCC-99-FY18, the City Attorney has drafted, in consultation with City staff, an ordinance amending Article IV, Residential Permit Parking Zones in the City of Hyattsville Charter and Code.

The Council discussed the ordinance on May 14 and June 4. A Public Hearing was held on July 16. The City Attorney has updated the Ordinance per the Council's recommendations.

Next Steps:

The ordinance is scheduled for a First Reading on September 11 and adoption on October 1. The ordinance will be effective 180 days after adoption, in March 2019 and be phased in over a 3-month period.

Fiscal Impact:

N/A

City Administrator Comments:

The new program will be thoroughly communicated throughout Fall/Winter 2018.

Community Engagement:

The City's Ad Hoc Residential Parking Zone Committee previously provided its comments to the City Council for consideration and incorporation into the revised ordinance.

Strategic Goals:

Goal 3 – Promote a Safe and Vibrant Community

Legal Review Required?

Complete

**CITY OF HYATTSVILLE
ORDINANCE 2018-05**

**An Ordinance whereby the City of Hyattsville amends Chapter
114 to refine the City's residential parking permit system.**

WHEREAS, Local Government Article § 5-202(1), (2) & (5) of the Maryland Code grants to municipalities the power to adopt ordinances to assure the good government of the municipality, to protect and preserve the municipality's rights, property and privileges, and to protect the health, comfort, and convenience of the residents of the municipality; and

WHEREAS, it is the sense of the Mayor and Council that the demand and availability of parking in certain City residential neighborhoods remains a perpetual problem; and

WHEREAS, it is the sense of the Mayor and Council that the City's existing residential parking permit system needs to be revised to better serve the parking needs in neighborhoods throughout the City; and

WHEREAS, on January 19, 2016, the Mayor and Council established a Residential Parking Zone Ad Hoc Committee to review the City's current program by exploring gaps in service, needs, and best practices; and to develop recommendations for modifying the program in order to better serve parking needs in neighborhoods throughout the City; and

WHEREAS, on September 29, 2016, the Residential Parking Zone Ad Hoc Committee issued recommendations to the City Council; and

WHEREAS, the Mayor and Council deem it in the best interest of the City and its residential communities and beneficial to the community's health, comfort, convenience, welfare and happiness to implement some of the changes to the City's residential parking system.

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

1 ~~(8) Prevent dangers arising from the blocking of fire lanes, hydrants and other facilities~~
2 ~~that emergency vehicles require, both in reaching victims and in transporting them to~~
3 ~~hospitals;~~

4 ~~(9) Facilitate the movement of traffic in the event of accidents and other disasters; and~~

5 ~~(10) To promote the peace, comfort, convenience, and welfare of all inhabitants of the City.~~

6 ~~B. General Findings. The City Council finds that the continued vitality of the City depends on~~
7 ~~the preservation of safe, healthy, and attractive neighborhoods and other residential areas. The~~
8 ~~Council further finds that one factor that threatens the safety, health and attractiveness of the~~
9 ~~City's neighborhoods is the availability of parking in certain neighborhoods. The number of~~
10 ~~motor vehicles attempting to park in those areas often exceeds the number of available parking~~
11 ~~spaces. A preferential parking system for residents in designated neighborhoods will help to~~
12 ~~reduce the burden of those neighborhoods and, thus, promote the general welfare of the City.~~

13 ~~C. Specific Findings. The Council makes the following specific legislative findings in support~~
14 ~~of preferential residential parking to illustrate the compelling need for the enactment of this~~
15 ~~Article IV. The Council intends the findings as illustrations only and not the only available~~
16 ~~factual examples supporting adoption of the Article IV:~~

17 ~~(1) The maintenance of the attractiveness and livability of the City's neighborhoods and~~
18 ~~other residential areas will enhance the safety, health and welfare of the City's residents;~~

19 ~~(2) On a daily basis a large number of City residents who own motor vehicles must park~~
20 ~~those vehicles in or near their residences;~~

21 ~~(3) Certain neighborhoods and other areas of the City do not have sufficient on or off street~~
22 ~~parking to accommodate the convenient parking of residents' motor vehicles;~~

1 ~~(4) The influx of motor vehicles from nonresidents that compete for the limited available~~
2 ~~parking in those areas further burdens the residents of those areas;~~

3 ~~(5) The City has certain parking “attractors,” including parks, etc. that further aggravate~~
4 ~~the residents’ parking problems;~~

5 ~~(6) Unnecessary vehicle miles, air and noise pollution, and the inconvenience of not finding~~
6 ~~parking caused by the conditions above create unacceptable hardships for the~~
7 ~~neighborhoods’ residents;~~

8 ~~(7) If the City allows those adverse conditions to continue unchecked, those adverse~~
9 ~~conditions will contribute to the decline of the living conditions in the neighborhoods and~~
10 ~~the attractiveness of residing within the City, resulting in injury to the general public~~
11 ~~welfare; and~~

12 ~~(8) A system of preferential residential parking as enacted by this Article IV will serve to~~
13 ~~promote the health, safety, and welfare of all of the City’s residents by reducing~~
14 ~~unnecessary motor vehicle travel and air and noise pollution, improving the attractiveness~~
15 ~~of living in the City’s neighborhoods, and encouraging the use of public mass transit~~
16 ~~facilities available now and in the future. The Article IV also will serve the public welfare~~
17 ~~by ensuring a more stable and valuable property tax base, in order to generate the revenues~~
18 ~~necessary to provide essential public services.~~

19 **§ 114-287. Definitions. [Amended on 3-27-11 by HO-2011-01]**

20 For the purposes of this Article IV, the following words shall have the meanings respectively
21 ascribed to them in this Section, except where the context clearly indicates a different meaning:

22 **A. City Administrator** means the City Administrator or ~~his/her~~their designee.

1 ~~B. **Commuter Vehicle** means a motor vehicle, other than a resident vehicle as defined below,~~
2 ~~parked in a residential area in which it is not registered.~~

3 ~~CB. **Curbside Parking Space** means twenty (20) linear feet of curb, exclusive of those~~
4 ~~portions of the curb where parking, apart from the provisions of this Article IV, is not presently~~
5 ~~permitted. means any portion of a public street adjacent to a minimum of twenty (20) linear~~
6 ~~feet of curb where a vehicle could park or remain standing without significantly obstructing~~
7 ~~the flow of traffic, except where parking or standing would be prohibited by State law or this~~
8 ~~Code, other than this Article IV.~~

9 C. **Guest Permit** means a single-use permit issued by the City to a resident which authorizes
10 a guest of the resident of a specific residential parking permit area to park a vehicle in that
11 residential parking permit area for a limited time during a parking permit term without
12 violating this Article IV.

13 D. **Motor Vehicle** means an automobile, truck, recreation vehicle, motorcycle, or other motor-
14 driven or self-propelled form of transportation, except for vehicles exceeding a certain size,
15 weight, and/or carrying capacity that may be prohibited from parking on any public street.

16 E. **Parking Permit Term** means the period of time, defined in §114-28 of this Article, during
17 which parking permits issued pursuant to this Article IV for a particular residential parking
18 permit area for that period may be valid.

19 ~~EF. **Resident** means an adult individual who lives or resides in a structure approved for~~
20 ~~residential occupancy, and can demonstrate exclusive right to occupancy of this residence, and~~
21 ~~uses this residence as their primary dwelling.~~

22 ~~F. **Resident Vehicle** means a motor vehicle parked in a residential area in which it is registered~~
23 ~~and is validly registered with the State of Maryland Department of Motor Vehicles.~~

1 **G. Residential District** means a contiguous or nearly contiguous area open to the public
2 containing streets and highways and parking spaces for the public, all primarily abutted by
3 residential property or residential and non-commercial property (such as schools, parks,
4 churches, hospitals and nursing homes).

5 **H. Residence** means a dwelling unit.

6 **I. Residential Parking Permit** means a permit issued by the City to a resident for a particular
7 vehicle which authorizes the vehicle to be parked in a specific residential parking permit area
8 during a parking permit term without violating this Article IV.

9 **IJ. Residential Parking Permit Area** means a residential district where curbside parking on
10 public streets and highways is limited to not more than ~~two (2)~~thirty (30) consecutive
11 ~~hours~~minutes per day, unless the vehicle properly displays a parking permit authorized by this
12 Article IV.

13 **K. Residential Parking Permit Holder** means a resident/applicant to whom the City has
14 issued a residential parking permit to be used on a vehicle that the resident/applicant owns or
15 principally operates.

16 **L. Special Parking Permit** means a parking permit issued to a caregiver or other person who
17 cannot satisfy the requirements for a residential parking permit but can demonstrate reasonable
18 necessity or hardship justifying the issuance of multi-use permit.

19 **M. Vehicle** means any mobile unit whether or not it is self-propelled and designed to travel
20 on the public roads.

§ 114-298. Designation/Withdrawal of Designation of Residential Parking Permit Areas.

[Amended 4-21-14 by HO 2014-04]

A. Minimum size.

(1) A residential parking permit area shall be, at minimum:

a. one or both sides of the entire length of a street;

b. one or both sides of a street between two intersections or between an intersection and the dead-end termination of the street;

c. one or both sides of less than an entire residential street, but at least 100 contiguous feet; or

d. the entirety of a cul-de-sac.

(2) The City retains all authority and discretion to create, extend, reduce, reconfigure, consolidate or terminate any residential parking permit areas.

B. Notice & Hearing.

(1) In order for the City Council to determine whether a residential district, or any portion thereof as described in subsection A, shall be designated, or shall continue to be designated, as a residential parking permit area, the City Administrator shall conduct, upon the City Administrator's initiative or upon a petition signed by a majority of the residents in the district, or the portion thereof, a public hearing prior to such designation and prior to the withdrawal of such designation.

(2) A notification shall be prominently posted and/or shall be mailed to every residence in the proposed or existing residential parking permit area.

(3) During such a public hearing held pursuant to this Section, any interested person shall be entitled to appear, to be heard, and to submit a written statement for the record.

1 ~~BC.~~ Survey.

2 To enable the City Council to determine whether a residential district, or portion thereof, shall
3 be designated, or shall continue to be designated, as a residential parking permit area, the City
4 Administrator shall conduct a block-by-block parking survey of the proposed, or existing,
5 residential parking permit area.

6 ~~CD.~~ Criteria.

7 In determining whether an area may be a residential parking permit area, and whether
8 conditions are to be imposed, the City Administrator shall consider factors including but not
9 limited to the following:

10 (1) The extent that legal on-street parking spaces are occupied by vehicles during the period
11 proposed for parking restrictions;

12 (2) The extent that vehicles parking in the area during the period proposed for parking
13 restrictions are commuter vehicles;

14 (3) The extent that residents cannot obtain adequate curbside parking adjacent to or near
15 their residences because of widespread use of available curbside parking spaces by others;

16 ~~(4) The effect on the safety of the residents from intensive vehicle parking~~The number of
17 off-street parking spaces available to residences in the area;

18 ~~(5) The extent of air and noise pollution, hazardous conditions, and deterioration of the~~
19 ~~residential environment as a result of traffic congestion and insufficient parking in the area;~~

20 ~~(6)~~5 The extent that the designation of a residential parking permit area would be likely to
21 reduce traffic congestion and any other problems referred to above;

22 ~~(7)~~6 The extent and need for parking by the general public in the residential district; and

1 ~~(8) The desire of the residents in the proposed, or existing, residential parking permit area~~
2 ~~for the institution of a residential parking permit system and the willingness of those~~
3 ~~residents to bear the costs incidental to the issuance of parking permits authorized by this~~
4 ~~Article IV; and~~

5 (9) The extent that no reasonable alternative is feasible or practicable that would reduce
6 parking problems and any other problems referred to above without unduly impacting
7 surrounding residential areas.

8 DE. Designation/Withdrawal Process.

9 (1) Within ~~fifteen (15)~~thirty (30) calendar days following the close of the public hearing,
10 the City Administrator shall recommend by written report to the City Council, based on
11 the record of the public hearing and the results of the survey, whether to designate the
12 residential district or portion thereof under consideration as a residential parking permit
13 area or whether to withdraw the designation of an existing residential parking permit area.

14 The report also shall demonstrate that the City Administrator, in making the
15 recommendation, has taken into account the criteria enumerated above. The report shall
16 recommend the number of permits to be issued to each residential parking permit area as a
17 whole and the number of permits to be issued to each address in the district residential
18 parking permit area.

19 (2) Within thirty (30) calendar days following its receipt of the report, unless the City
20 Council shall vote otherwise, the City Administrator's recommendations shall be effective
21 as to the residential parking permit area.

22 (3) Nothing in this section shall limit the authority of the City Council over residential
23 parking permit areas.

1 (4) The City Council or the City Administrator may limit the number of permits issued to
2 all the addresses in a particular residential parking permit area to accomplish the purpose
3 and intent of this Article.

4 EF. Number of Permits Per Residence.

5 (1) The City Administrator or their designee shall determine the total number of residential
6 parking permits that may be issued per residence within a residential parking permit area,
7 taking into consideration the total number of residences and parking spaces, both on-street
8 and off-street, within the particular area.

9 (2) In making their determination, the City Administrator or their designee shall may
10 reduce the total number of permits that may be issued in an area by approximately 10% to
11 accommodate guest parking.

12 (3) The number of residential parking permits per residence in a residential parking permit
13 area shall be no less than one (1) or no more than four (4), except in specific cases where
14 the number of permits available to a particular residence may be adjusted pursuant to
15 paragraphs (4) and/or (5) of this Subsection.

16 (4) If the demand for permits in a residential parking permit area is likely to exceed the
17 total number of off-street parking spaces, the City Administrator or their designee may
18 reduce the number of residential parking permits available to residences with off-street
19 parking by an amount no greater than the total number of off-street parking spaces at each
20 particular residence.

21 (5) Upon a showing of reasonable necessity or hardship, the total number of residential
22 parking permits that may be issued to a particular residence may be increased at the
23 discretion of the City Administrator or their designee who shall take into consideration the

1 nature of the ~~person's~~ applicant's particular circumstances and the potential impact on the
2 affected residential parking permit area.

3 (6) Any exception granted under this Subsection shall expire with the permit issued unless
4 the ~~person~~ applicant for which the exception was granted demonstrates that a reasonable
5 necessity or hardship continues to exist.

6 G. Duration of Parking Permits.

7 (1) All residential parking permit areas shall operate on two (2) year terms, during which
8 permits issued pursuant to this Article IV for the particular term remain valid.

9 (2) Upon the expiration of a two-year term for a particular residential parking permit area,
10 all permits issued pursuant to this Article IV for that term and area also expire and become
11 immediately invalid, and the next two (2) year term begins.

12 (3) The City Administrator or their designee shall establish a month and year for each
13 residential parking permit area upon which the first term for that area shall commence, and
14 the beginning of that term, and every subsequent term for that area, shall be on the first day
15 of that month.

16 (4) Upon the commencement of the first term as set forth in paragraph (3) of this
17 Subsection, all permits issued for the particular area pursuant to this Article IV prior to that
18 date, other than those issued and designated for the first term, shall immediately become
19 void and invalid.

20 (5) Until the first term of a residential parking permit area commences as set forth in
21 paragraph (3), the existing provisions of this Article IV governing that residential parking
22 permit area prior to the effective date of this ordinance shall remain in effect.

(6) Parking permits issued for the term immediately following the current term may be issued prior to the expiration of the current term, and such permits shall become valid and may be used up to 30 calendar days prior to the expiration of the current term.

H. Posting of Residential Parking Permit Area.

(1) ~~Immediately~~Within 60 calendar days following the effective date of the City's designation or withdrawal of designations, but before any parking restrictions go into effect and/or any enforcement takes place, appropriate parking signs shall be erected or moved in the designated area.

(2) ~~The~~Residential parking permit area signs shall ~~indicate~~ prominently display the following information:

(a) the number of the residential parking area;

(b) the enabling ordinance;

(c) the days and/or hours of enforcement; and

(d) that curbside parking on public streets in the designated area is prohibited unless the vehicle properly displays a parking permit authorized by this Article IV.

F.I. Notice to Residents of Designation of Residential Parking Permit Area.

Following the effective date of the designation, the City Administrator shall provide to every residence within the designated residential parking permit area a Notice of Designation that shall inform the residents in the designated area of:

(1) The existence, exact location, and numerical designation of the residential parking permit area;

(2) The parking restrictions applicable to all vehicles in curbside parking spaces along public streets and highways in the designated area that do not properly display a parking permit authorized by this Article IV; and

(3) The procedures to obtain a residential or temporary guest parking permits.

GJ. Withdrawal of Designation.

(1) Following City action to withdraw the designation of an existing residential parking permit area, the City Administrator shall provide to every residence within the existing residential parking permit area a notice of the Council's withdrawal of the designation. Said notice shall specify the effective date of the withdrawal of the designation.

(2) The effective date of the withdrawal of the designation of an existing residential parking permit area shall ordinarily be thirty (30) days following the date of the City's action to withdraw the designation.

~~H. Temporary Designation/Withdrawal of Designation.~~

~~Notwithstanding any other provision of this Article IV, the City Administrator may either establish or temporarily withdraw the designation of all or part of a residential parking permit area or areas on a trial basis for a period not to exceed one hundred twenty (120) days.~~

§ 114-3029. Issuance & Transfer of Residential Parking Permits.

A. Issuance Application.

~~(1) An Application for Residential Parking Permit.~~ The applicant is to provide at a minimum the following information for each motor vehicle to receive a residential parking permit:

(a) The name and residential address of the owner of the vehicle;

1 (b) The name, residential address, and driver's license number of the principal operator
2 of the vehicle;

3 (c) The make, model, license plate number and vehicle identification number of the
4 vehicle;

5 (d) The number of off-street parking spaces at the applicant's residence; and

6 (de) The name, address and signature of the applicant for the residential parking permit.

7 (2) The applicant shall demonstrate proof of residency in the particular ~~zone~~area, which
8 may include but is not limited to utility bills, lease, driver's license, title, etc., and
9 verification of the resident being the principal driver of the vehicle in a manner determined
10 by the City Administrator, ~~which may include but is not limited to utility bills, lease,~~
11 ~~driver's license, title, etc.~~

12 (3) The applicant for, and holder of, the residential parking permit shall be the owner or
13 principal operator of the vehicle receiving the parking permit.

14 (4) Subject to the limitations outlined in this Article IV, upon the applicant's payment of a
15 ten dollar (\$10.00) residential parking permit fee, submission of a completed and validated
16 residential parking permit application, and fulfillment of all applicable provisions of this
17 Article IV controlling issuance, or transfer of residential parking permits, the applicant may
18 receive one or more (1) residential parking permits as set forth in § 114-28 for the motor
19 vehicle(s) described in the application. The residential parking permit shall be securely
20 affixed to the inside of the vehicle at a location directed by the City Administrator and shall
21 display the permit number and numerical designation of the residential parking permit area.

1 B. ~~Other~~ Requirements.

2 ~~(1)~~ No residential parking permit shall be issued ~~to~~for a vehicle unless:

3 ~~(1) whose~~its principal operator ~~does not~~ resides on a residential street within the
4 designated residential parking permit area;

5 (2) it displays valid license plates; and

6 (3) it is registered in the State of Maryland.

7 ~~(2) The applicant for, and holder of, the residential parking permit shall be the owner or~~
8 ~~principal operator of the vehicle receiving the parking permit.~~

9 ~~(3) A motor vehicle shall be issued a residential parking permit only if it displays valid~~
10 ~~license plates that are allowed to those residing in Maryland under Maryland law.~~

11 ~~(4) No residential parking permit shall be issued for any motor vehicle for which a citation~~
12 ~~issued by the City remains unpaid. Upon notice to the resident of an unpaid citation that is~~
13 ~~legally due, the City may revoke the permit.~~

14 C. Exceptions for Active Military and Students.

15 (1) The Supervisor of the Office of Code and Parking Compliance shall waive the
16 requirement of Subsection B(3) of this Section for active duty military personnel and
17 current students.

18 (2) An applicant may appeal the denial of a request for a waiver under this Subsection, in
19 writing, to the City Administrator or their designee.

20 D. Issuance of Permits for Vehicles with Unpaid Citations Prohibited.

21 Notwithstanding any other provision in this Article IV, no residential parking permit shall be
22 issued for any vehicle for which a fully-adjudicated citation issued by the City remains unpaid

1 or to any person while a citation for any fully-adjudicated violation of this Article IV remains
2 unpaid.

3 C. Transfer.

4 ~~Upon the holder's payment of a ten dollar (\$10.00) residential parking permit transfer fee,~~
5 ~~submission of complete and validated residential parking permit application, fulfillment of all~~
6 ~~applicable provisions of this Article IV controlling issuance, renewal, or transfer of residential~~
7 ~~parking permits, and surrender of the existing residential parking permit, the holder shall~~
8 ~~receive a new residential parking permit to be transferred to another qualifying vehicle.~~

9 D. Replacement.

10 ~~Upon the holder's payment of a ten dollar (\$10.00) residential parking permit replacement fee,~~
11 ~~verification of the holder's prior submission of a completed and validated residential parking~~
12 ~~permit application, fulfillment of all applicable provisions of this Article IV controlling~~
13 ~~issuance, renewal, or transfer of residential parking permits, and affirmation that the holder's~~
14 ~~permit was lost, stolen, or destroyed, the holder shall receive a new residential parking permit.~~
15 ~~The lost, stolen or destroyed permit shall be considered void, and any use of a voided permit~~
16 ~~is prohibited.~~

17 **§ 114-310. Temporary Guest Permits. [Amended on 3-27-11 by HO-2011-01]**

18 A. Issuance of Guest Permits.

19 (1) A resident or owner of rental property on a residential street within a residential parking
20 permit area may apply for, and receive, guest parking permit booklets containing fifty (50)
21 1-day guest permits and one (1) 5-day guest permit.

1 (2) Each residence within a residential parking permit area is limited to two booklets of
2 guest permits for every two (2) year term set forth in § 114-28, one booklet issued during
3 the first half of the term and one booklet issued during the second half of the term.

4 (3) Notwithstanding any other provision in this subsection, residents may apply for:

5 (a) one additional booklet of guest permits; and/or

6 (b) an additional five (5) 1-day guest permits for special events, which shall be
7 pre-dated for the day on which the event is to occur.

8 B. Application

9 (1) A person may, but is not required to, apply for guest permits in the same application
10 for a residential parking permit.

11 (2) A person need not apply for or possess a residential parking permit to apply for guest
12 parking permits; however, each applicant for guest permits must provide, at minimum, the
13 following:

14 (a) name and residential address of the applicant;

15 (b) proof of residency in the particular residential parking permit area, which may
16 include but is not limited to utility bills, lease, driver's license;

17 (c) the number of off-street parking spaces at the applicant's residence;

18 (d) the permit numbers of any residential parking permits that have been issued to
19 persons living or residing in that residence for the current or next parking permit
20 term for that parking permit area; and

21 (e) the signature of the applicant.

1 C. Use of Guest Permits.

2 (1) Each guest permit can only be used once, and before any guest permit may be used, the
3 date and time that the permit will become effective must be recorded in the appropriate
4 place on the permit.

5 (2) 1-day guest permits, when used, remain valid for twenty-four (24) hours; 5-day guest
6 permits, when used, remain valid for one hundred twenty (120) hours.

7 (3) Guest permits, regardless of the denomination, may not be used more than three
8 consecutive times on a single vehicle.

9 (4) No person shall:

10 (a) sell guest permits or otherwise receive compensation for their use; or

11 (b) use or give away guest permits for commercial parking unless they were issued or
12 authorized by the City for commercial property use pursuant to § 114-33 of this
13 Article IV.

14 ~~A. Issuance of Temporary Permits.~~

15 ~~Upon application of any resident of a residential parking permit area and upon good cause~~
16 ~~being shown, the City Administrator may issue a temporary parking permit to the resident for~~
17 ~~a vehicle which otherwise may legally park on the applicable street, with such temporary~~
18 ~~parking permit limited to that particular parking permit area and subject to conditions and~~
19 ~~limits reasonably imposed by the City Administrator for a fee of one dollar (\$1.00) per permit.~~

20 ~~Upon application and showing of good cause, the City Administrator may also issue to a~~
21 ~~resident an unlimited number of temporary permits for a period of no more than twenty four~~
22 ~~(24) hours for a fee of one dollar (\$1.00) per permit. Such unlimited twenty four (24) hour~~
23 ~~permits may be issued no more than once in any six (6) month period for any address. For the~~

1 ~~purposes of this Article IV, the resident shall be the holder of and responsible for the use and~~
2 ~~misuse of temporary parking permits issued to the resident.~~

3 ~~B. Display of Visitor Parking Permits.~~

4 ~~(1) All temporary parking permits shall be displayed on or about the front windshield of~~
5 ~~the vehicle so as to be easily visible from outside the vehicle. Such parking permits shall~~
6 ~~contain display the permit number and the numerical designation of the residential parking~~
7 ~~permit area.~~

8 **§ 114-31. Special Permits.**

9 A. Issuance of Special Permits.

10 (1) The Supervisor of the Office of Code and Parking Compliance may issue a special
11 permit to:

12 (a) an onsite caregiver;

13 (b) a person who regularly or frequently provides childcare;

14 (c) an owner of a rental residential property or landlord;

15 (d) registered members of a homeowner's association, neighborhood watch
16 organization, or other similar community organization that regularly meets in a
17 residential parking permit area;

18 (e) any other person upon a showing of reasonable necessity or hardship.

19 (2) The Supervisor of the Office of Code and Parking Compliance and/or the City
20 Administrator or the City Administrator's designee may establish reasonable restrictions
21 and limitations on the use of special permits, including, but not limited to, the days and
22 times during which they may be used and the purposes for which they may be used.

1 B. Application. Each applicant for a special permit must provide, at minimum, the following:

2 (1) name and residential address of the applicant;

3 (2) name and address of the business that employs the applicant, if any;

4 (3) the address of the residence where the special permit is to be used and the name of the
5 resident or owner of that residence;

6 (4) supporting documentation demonstrating the need for a special permit, which may
7 include, but is not limited to:

8 (a) a signed letter from the resident, or legal guardian of the resident, for whom the
9 caretaker or other similar services are to be rendered;

10 (b) a contract for caretaker or similar services;

11 (c) a lease demonstrating landlord status;

12 (d) a signed statement from an officer of an organization describing the active
13 membership for which the permits are to be used and generally describing the purpose
14 of the gathering for which the permits are requested; or

15 (e) a signed statement from the applicant otherwise explaining why a special permit is
16 needed if other documentation cannot be obtained;

17 (5) a description of when the permits are to be used; and

18 (6) the signature of the applicant.

19 C. Appeal. An applicant may appeal the denial of an application for a special permit or any
20 restrictions or limitations that are placed on a special permit, in writing, to the City
21 Administrator or their designee.

1 D. Use.

2 (1) Special permits shall not be used for any purpose other than the purpose for which they
3 were issued.

4 (2) The applicant to whom the parking permits were issued shall collect, keep, and maintain
5 all special parking permits when they are not in use.

6 **§ 114-32. Use of Parking Permits & Exemptions. [Amended on 3-27-11 by HO-2011-01]**

7 A. Parking permits may only be used in the residential parking permit area for which it was
8 issued.

9 B. Proper display of parking permits.

10 (1) All parking permits shall be securely affixed and/or located inside of the vehicle as
11 directed by the Supervisor of the Office of Code and Parking Compliance and shall
12 properly display the permit number and numerical designation of the residential parking
13 permit area, and dates and times, if any.

14 (2) Permits that are improperly placed, partially or fully obstructed or obscured, or bear
15 writing or other markings that make the date, time, or location in which the permit is valid
16 illegible or ambiguous may be deemed invalid.

17 ~~A.C.~~ A parking permit shall not guarantee or reserve a parking space within a designated
18 residential parking permit area. A parking permit shall not authorize the standing or parking of
19 any vehicle in such places and during such times when the stopping, standing or parking of
20 vehicles is prohibited or set aside for specified types of vehicles, and shall not excuse the
21 observance of any traffic regulation.

22 ~~B. Whenever the holder of a parking permit, or the vehicle for which the parking permit was~~
23 ~~issued, no longer fulfills one or more of the applicable provisions of this Article IV controlling~~

1 issuance, renewal or transfer of parking permits, the permit shall be deemed to have expired
2 and the holder shall notify the City Administrator, who may then direct the holder to surrender
3 the parking permit.

4 C. ~~Until its expiration, surrender or revocation, a parking permit shall remain valid for such~~
5 ~~time as the holder continues to reside within the designated residential parking permit area.~~

6 D. ~~A parking permit shall be valid only in the residential parking permit area for which it is~~
7 ~~issued.~~

8 E. ~~It shall be a violation of this Article IV for the holder of a parking permit to fail to surrender~~
9 ~~the permit when directed to do so.~~

10 F. ~~It shall be a violation of this Article IV for any person to represent in any fashion that a~~
11 ~~vehicle is entitled to a parking permit authorized by this Article IV when it is not so entitled.~~
12 ~~The display of a parking permit on a vehicle not entitled to such a parking permit shall~~
13 ~~constitute such a representation.~~

14 G. ~~It shall be a violation of this Article IV for any person to duplicate, or attempt to duplicate,~~
15 ~~by any means, a parking permit authorized by this Article IV. It also shall be a violation of this~~
16 ~~Article IV for any person to display on any vehicle such a duplicate parking permit.~~

17 HD. Exemptions.

18 (1) It is not a violation of this Article IV for any person to park or leave standing a vehicle
19 in any residential permit parking area for up to 30 minutes without a permit.

20 (2) A permit is not required to park in any residential parking permit area during any posted
21 days and times when residential parking restrictions are not in effect, or during any
22 temporary period that may be established by the City during which parking restrictions
23 may be suspended, which shall in no case be longer than 72 hours.

1 (3) Whenever metered parking is in effect in any portion of a residential parking permit
2 area, the parking spaces controlled by meters shall be excepted from the provisions of this
3 Article IV so long as the control by meters continues.

4 (24) The provision of this Article IV shall not supersede the provisions of the City Code
5 and state laws relating to parking by persons with disabilities.

6 (35) The following vehicles are specifically exempted from the parking restrictions
7 imposed by this Article IV:

8 (a) A motor vehicle owned by or operated under contract to a utility when used in the
9 construction, operation, removal or repair of utility property or facilities or engaged in
10 authorized work in the designated residential parking permit area.

11 (b) A motor vehicle identified as owned by or operated under contract to a federal,
12 state, or local governmental agency and being used in the course of official government
13 business.

14 (c) An authorized emergency vehicle as defined by state law.

15 (46) The City Administrator may grant an exemption to the requirements of this Article IV
16 and to Section 114-18 of Article III to any person for a vehicle which may legally park in
17 the applicable area upon demonstration of unusual hardship or exigent circumstances
18 provided that the exemption will expire at the end of each calendar year unless the person
19 demonstrates that the unusual hardship or unusual or exigent circumstances continue.

20 **§ 114-33. Rental Properties.**

21 A. Within fourteen days (14) after the termination of a lease and tenancy, owners of rental
22 properties are required to:

1 (1) collect all residential parking permits from the former tenants and return them to the
2 Office of Code and Parking Compliance; or

3 (2) notify the Supervisor of the Office of Code and Parking Compliance, in writing, of the
4 termination and permit numbers of the former tenants, and also notify the former tenants
5 that their parking permits are no longer valid.

6 B. Failure to comply with Subsection A of this Section may result in the non-issuance of new
7 permits for that residence until the existing permits expire at the end of the current term.

8 C. Owners of rental properties are also expected to collect all unused guest parking permits
9 upon the termination of a lease and/or tenancy because, consistent with § 114-30, no additional
10 or replacement guest permits may be issued for any residence during a single term.

11 **§ 114-34. Commercial Properties.**

12 A. No person or entity shall receive or use any permits issued pursuant to this Article IV for
13 any for commercially zoned properties in any residential parking permit area.

14 B. Notwithstanding any other provision in this Article IV, residential parking permits and/or
15 guest parking permits may be issued in reasonable quantities, as determined by the Supervisor
16 of the Office of Code and Parking Compliance, for commercially zoned properties within a
17 residential parking permit area if the Supervisor determines that issuance of such permits
18 would not result in a significant adverse impact on the residents and other commercial
19 establishments in the area.

20 **§ 114-335. Regulations & Enforcement.**

21 The City Administrator is authorized to establish all written regulations and procedure necessary
22 to implement and enforce the provisions of this Article IV and collect all fees and fines. The

1 ~~regulations shall include a reasonable period prior to enforcement of the parking restrictions to~~
2 ~~allow for short visits or stops in such residential zones.~~

3 **§ 114-346. Restriction & Penalty. [amended 4-21-14 by HO 2014-04]**

4 A. Parking Violations.

5 (1) Except as set forth in § 114-32(D), it shall be unlawful for any person to park or leave
6 standing any motor vehicle for any length of time designated on the posted signs in a
7 designated residential permit parking zone, area without a valid permit for such zone.
8 ~~Unless otherwise provided, the penalty for each parking violation of this Article IV shall~~
9 ~~be a fine of up to one hundred fifty dollars (\$150.00).~~

10 (2) Unless otherwise provided, the penalty for a violation of this Subsection shall constitute
11 a parking violation punishable by a fine of up to fifty dollars (\$50.00).

12 B. Falsification and Misuse.

13 (1) It shall be unlawful to:

14 (a) knowingly provide any false information on an application for any permit under this
15 Article IV;

16 (b) use or misuse any permit issued under this Article IV for an improper or
17 unauthorized purpose;

18 (c) give any permit to another person for an improper or unauthorized purpose; or

19 (d) duplicate, or attempt to duplicate, by any means, a parking permit issued pursuant
20 to this Article IV or use, or attempt to use, any such counterfeit parking permit.

21 (2) Unless otherwise provided, the penalty for a violation of this Subsection shall constitute
22 a municipal infraction punishable by a fine of up to one hundred fifty dollars (\$150.00).

1 C. Failure to Surrender Revoked Permit and Other Violations.

2 (1) Failure to surrender a revoked residential parking permit when ordered to do so shall
3 constitute a separate municipal infraction punishable by a fine of up to one hundred dollars
4 (\$100.00).

5 (2) A violation of any other part of this Article IV that is not explicitly addressed in this
6 Section shall constitute a municipal infraction punishable by a fine of up to one hundred
7 dollars (\$100.00).

8 ~~B. It shall be a municipal infraction for any person to violate any provisions of this Article IV~~
9 ~~other than the parking provisions as outlined immediately above. The penalty shall be one~~
10 ~~hundred dollars (\$100.00). The penalty for any repeat violation within one (1) year shall be up~~
11 ~~to two hundred dollars (\$200.00).~~

12 ~~C. The falsification of any application for a permit, guest permit or temporary permit, the use~~
13 ~~of any permit, guest permit or the allowance of such unauthorized use by a permittee shall all~~
14 ~~constitute violations of this Article IV, punishable as a municipal infraction.~~

15 ~~D. The misuse of any permit, guest permit or temporary permit shall result in a parking citation~~
16 ~~of up to one hundred dollars (\$100.00). Misuse shall include the failure of the permittees to~~
17 ~~properly fill out or date any such permit, guest permit or temporary permit.~~

18 **§ 114-357. Revocation of Permit, Changes in Circumstances, Severability.**

19 A. In addition to the penalties provided above for violation of this Article IV the City
20 Administrator may revoke the residential parking permit of any person found to be in violation
21 of this Article IV or when an unpaid parking or motor vehicle citation issued by the City is
22 fully adjudicated and legally due, and, upon written notification thereof, the person shall
23 promptly surrender such permit to the Supervisor of the Office of Code and Parking

~~Compliance or the City Administrator. Failure to surrender a revoked residential parking permit when requested to do so shall constitute a separate municipal infraction.~~

B. Changes in Circumstances Causing Ineligibility.

If, at any time, the holder of a residential or special parking permit or the vehicle for which a residential or special parking permit was issued no longer satisfies one or more of the applicable requirements of this Article IV controlling issuance of parking permits, including any special circumstances, such as status as active military, current student, or caregiver:

(1) the parking permit issued immediately becomes invalid;

(2) the holder of the permit shall inform the Supervisor of the Office of Code and Parking Compliance, in writing, of the change in circumstances; and

(3) the holder shall promptly surrender the permit to the Supervisor of the Office of Code and Parking Compliance if requested to do so.

BC. Nothing in this Article IV shall be construed as authorizing a permittee to violate any traffic regulation, emergency or otherwise, duly promulgated by the City.

CD. Severability.

Severability is intended throughout and within the provisions of the Article IV. If any section, subsection, sentence, clause, phrase or portion of this Article IV is held to be invalid, or unconstitutional by a court of competent jurisdiction, then that decision shall not affect the validity of the remaining portions of this Article IV.

DE. The parking districts in existence on September 20, 2004 shall remain in effect until they are modified or withdrawn pursuant to this Article.

ARTICLE V

Trucks and Commercial Vehicles

§ 114-368. Operation of heavy vehicles upon certain streets restricted.

* * *

~~**§ 114-37. Reserved.**~~

§ 114-389. Definitions.

* * *

~~**§ 114-39**~~**40. Parking restrictions for vehicles on public rights-of-way.**

§ 114-401. Parking restrictions for commercial vehicles on private property.

~~**§ 114-41. Reserved.**~~

§ 114-42. Petitions and Permits.

* * *

B. The City Administrator may grant either a temporary permit for a vehicle not meeting the requirements of this Article or one renewable permit, for vehicles prohibited by §114-401, but only after the City Administrator determines that the following criteria are met:

* * *

§ 114-43. Penalties.

* * *

B. A violation of §114-401 shall be a municipal infraction enforceable by Code compliance or the police, with the penalty being one hundred dollars (\$100.00) for a first offense and two hundred dollars (\$200.00) for each subsequent offense. Each day that a violation continues shall be a separate offense.

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

6 **AND BE IT FURTHER ORDAINED** that this Ordinance shall take effect one hundred
7 eighty (180) days from the date of its adoption;

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

11 **INTRODUCED** by the City Council of the City of Hyattsville, Maryland, at a regular
12 public meeting on September 11, 2018.

13 **ADOPTED** by the City Council of the City of Hyattsville, Maryland, at a regular public
14 meeting on October 1, 2018.

Adopted: _____

Attest:

Laura Reams, City Clerk

Candace B. Hollingsworth, Mayor

15
16 ⌋ indicate deletions

17 Underline indicates additions

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

19 Effective Date: March 30, 2019

20

From: City Attorney

To: Director Economic and Community Development
Manager, Code Compliance

Date: May 9, 2018

Subj: 324-163 Chapter 114 Parking Revisions

MEMO

In order to assist the reader with understanding the revisions made to Chapter 114, I offer this informal memo. Please let me know if you have any questions.

ARTICLE III

Stopping, Standing and Parking

* * *

§ 114-18. Time limit for leaving vehicles unattended.

This section was edited to reflect changes in Article IV.

ARTICLE IV

Residential Permit Parking Zones

~~§ 114-27. Purpose and Legislative Findings.~~

Omitted this section because it was unnecessary and somewhat inapplicable now that the ordinance is being rewritten.

~~§ 114-28. Definitions.~~

* * *

~~B. Commuter Vehicle~~

I recommend striking this definition because it is only referenced once in the Article. Moreover, it is not necessary to distinguish between various uses of vehicles because § 114-35 operates to prohibit ALL vehicles that do not have a valid parking permit for that specific area, except under the circumstances provided in § 114-31(C).

EB. Curbside Parking Space

Proposed language to clarify this definition.

C. Guest Permit

Added this language to define the new type of permit.

* * *

E. Parking Permit Term

Added this language to explain the new parking permit “terms” (i.e., the cycles during which current permits are valid and old permits expire).

EF. Resident

I added the “primary dwelling” language to prevent the periodic overnight guest from attempting to claim residency to obtain a permit.

F. Resident Vehicle

Recommend striking this language for the same reason as “Commuter vehicle.”

* * *

I. Residential Parking Permit

Added this language to define the new type of permit.

IJ. Residential Parking Permit Area

Reduced “grace period” to 30 minutes.

K. Residential Parking Permit Holder

Added this language to describe who is a “holder.”

L. Special Parking Permit

Added this language to define the new type of permit.

* * *

§ 114-298. Designation/Withdrawal of Designation of Residential Parking Permit Areas.

A. Minimum size.

I added section (A) and its subparagraphs to help clarify what “portion thereof” of a residential district means. It may be overkill, but it makes it explicitly clear what a “portion thereof” means.

D. Criteria.

* * *

~~(8)~~

Omitted this language because new parking system does not have fee structure.

* * *

F. Number of Permits Per Residence.

This whole subsection is new and establishes the number of parking permits per residence.

G. Duration of Parking Permits.

This whole subsection is new. Paragraph (1) establishes the two-year terms (or cycles) for parking permits. Paragraph (2) expires and invalidates old permits when a new term begins. Paragraphs (3) and (4) are sort of the “genesis” provisions which establish when terms/cycles begin and end, and they invalidate all parking permits from the previous system upon the commencement of this new system in a new parking permit area. Paragraph (5) was added as a clarification that

make it explicitly clear that all aspects of the “old system” remain in effect until the first day of the first term of a new RPZ term. Paragraph (6) is a provision that permits the City to begin handing out permits for the *next* term *before* the next term begins and makes them valid 30 days prior to the beginning of the upcoming term so that residents have a bit of overlap of the cycles to install their new sticker at their leisure without having to stand next to their cars and replace their stickers at the precise stroke of midnight or else risk getting a ticket for displaying the wrong permit (e.g., it would be permissible for the City to issue January 2020/2021 stickers in, for example, August 2019, and it would be permissible for a resident to remove from their vehicle their January 2018-2019 sticker and affix a January 2020-2021 sticker on December 10, 2019).

H. Posting of Residential Parking Permit Area.

I added language to paragraph (1) to ensure that, at the very least, no parking restrictions will be enforced until the proper signage is in place

* * *

§ 114-3029. Issuance & Transfer of Residential Parking Permits.

A. Issuance Application.

* * *

(4)

I moved language from this paragraph regarding where and how to affix a permit to the “Use” section, which I think makes more sense.

* * *

D. Issuance of Permits for Vehicles with Unpaid Citations Prohibited.

I added the “adjudicated” language to this section so that people who are challenging a citation can still get a permit. I also expanded the section to cover not just vehicle citations, but

also any citation issued to a person for violating this Article. Thus, if a person provides false information on their application, or is directed to return a permit but refuses, or misuses guest permits, and is then fined for the violation, it seems sensible that they would also be precluded from receiving new permits.

* * *

§ 114-310. Temporary Guest Permits. [Amended on 3-27-11 by HO-2011-01]

I intentionally placed the guest permits provisions in its own section, complete with an “issuance”, “use”, and “application”, subsections to complement the previous section, which addresses strictly residential permits. The purpose of this was to permit residents who do not personally own vehicles (who walk, or use public transit, or are disabled, etc.), but still would like to receive guest permits for visitors to obtain guest permits.

I envision a single application form that has four checkboxes:

I am applying for (check one):

☐ Residential parking permit only

☐ Residential parking permit and guest permits

☐ Guest permits only

☐ Special permit only

The applicant will then check the box that is applicable. If they check box 1 or 2, they fill out the whole form (i.e., Make/model of vehicle etc.). If they check box 3 for guest permits only, they just have to fill out part of the form (i.e., name, address, and proof of residency or ownership, etc.).

Thus, residents can automatically get guest permits at the same time as their residential parking permits. This just adds another option for those who do not own a car. For the purposes of tracking people with guest permits only, it is possible to just track them via street address, which

is likely how the quantity of residential parking permits issued to each residence will have be tracked anyway. Another potential way to track these folks is to simply issue a person who requests only guest permits a Residential Parking Permit number without an actual permit, i.e., do everything exactly the same as you would with a residential parking permit, but simply withhold the resident sticker/hangtag/etc. and just give them the guest booklets and a copy of their number.

A. Issuance of Guest Permits.

* * *

(3)

I adjusted this section to allow residents to get more guest permits. Subsection A(3) was written intentionally vague to permit discretion regarding the issuance of a third booklet.

B. Application

I added this subsection to help clarify the operation of the ordinance and to complement the prior section regarding the application requirements for a residential parking permit.

* * *

~~B. Display of Visitor Parking Permits~~

I omitted the old language and consolidated this provision into a single rule in the “Use of parking permits” section, § 114-32(B), which makes the Article uniform and more accessible.

§ 114-31. Special Permits.

I added this third category of permits to address all the “special” circumstances where people are not “residents” as defined by this Article but may nevertheless need the equivalent of a residential parking permit. I envision that these permits might be cardboard/cardstock or something similar to a guest permit.

For example, the president of a HOA might apply for 4 permits so that the secretary, treasurer, and two board members can park at the president's residence for a HOA meeting that occurs on the first Tuesday of every month. The president would hand out the permits on the day of the meeting and, like guest permits, the HOA members could put them on their dashboard when they arrive. The permits might be limited to the first Tuesday of every month, which would coincide with the stated purpose.

Landlords, for example, might be issued a special permit that is valid for the applicant's choice of a limited number of days of the week. So, the landlord might choose Fridays and Sundays, and the permit would be valid on only those days. Or they could be unlimited.

Caregivers might be granted a permit that is valid all day during weekdays. Part of the special permit application for a caregiver might include a statement from the parent stating that they work from 6:00 a.m. to 2:00 p.m. Monday through Thursday, and therefore, they need a permit for the grandmother's car for those days from 5:00 a.m. to 3:00 p.m.

A. Issuance of Special Permits.

(1)

These are the categories that were discussed. This list, of course, can be adjusted, and it also includes paragraph (e) which is a catchall for unusual cases.

* * *

B. Application.

Again, as with residential parking permits and guest permits, this section also has a complementary "application" section.

* * *

D. Use.

* * *

(2)

This provision is targeted at groups, particularly HOAs and such. The caregiver is likely to be the applicant, and therefore, the caregiver will just keep the special permit until it expires or “changes in circumstances” require the caregiver to surrender it. However, for groups that might have multiple special permits and have changing membership, like an HOA or a community watch organization, the City probably does not want to have to deal with special permits scattered around, getting lost, and disappearing. Therefore, whomever applies for the permits, like the HOA president, will be responsible for them and will be required to keep and maintain the permits. Thus, after the HOA meeting is over, the board members will have to return them to the president. Hopefully this will reduce temptation to abuse special permits and fewer issues with lost permits or former members refusing to return them, etc.

§ 114-32. Use of Parking Permits & Exemptions. [Amended on 3-27-11 by HO-2011-01]

* * *

B. Proper display of parking permits.

This new language is a consolidation of old rules. It applies to all classes of permit. It basically requires users to place or affix whatever permit they have in the appropriate location as directed by the City. The new language further makes it a violation to attempt manipulate a permit, like blocking the zone number or writing two dates on a guest permit

* * *

HD. Exemptions.

(1)

I moved this section from the “penalty” section and placed it within this “exemptions” section to neatly consolidate all of the exemptions into one section. The “parking violation” offense in the “penalty” section just points to this entire category of exemptions as all of the exceptions to the rule that a valid parking permit is needed.

(2)

I added this paragraph for two reasons: First § 114-28(G)(2)(c) indicates that RPZ signs will indicate “the days and/or hours of enforcement.” Accordingly, this provision complements the implication that there may be days and times (such as certain holidays or between the hours of 9:00 a.m. and 2:00 p.m. Monday through Friday) during which parking may be unrestricted.

Second, there was mention of certain special occasions (i.e., funerals) during which the City may want to suspend enforcement. This provision permits suspension of the rules for such special events.

* * *

§ 114-33. Rental Properties.

This section places the responsibility of rental property owners to collect permits from former tenants.

§ 114-34. Commercial Properties.

A.

This subsection prohibits the use of residential parking permits at commercial properties within a parking permit area.

B.

This subsection permits the Parking Compliance Supervisor to determine whether a limited quantity of permits may be issued to businesses in certain areas where it would not significantly impact the residential area.

* * *

§ 114-346. Restriction & Penalty. [amended 4-21-14 by HO 2014-04]

A. Parking Violations.

This subsection sets forth the prohibition and penalty for committing a parking violation (e.g., parking with an invalid permit). The initial clause of paragraph (1), “Except as set forth in § 114-32(D),” refers to ALL of the “exceptions” set forth in that section, and this language was added in large part to clarify that it is not a violation to park in a RPZ when the signs in the area indicate parking restrictions are not in effect, when parking meters are in effect, etc.

* * *

B. Falsification and Misuse.

Most (if not all) of the non-parking related offenses, misusing permits and lying on an application, things of that nature, are combined in this section.

C. Failure to Surrender Revoked Permit and Other Violations.

This is sort of a catchall offense section.

* * *

§ 114-357. Revocation of Permit, Changes in Circumstances, Severability.

* * *

B. Changes in Circumstances Causing Ineligibility.

This section invalidates permits that are contingent of special factors, such as being a student, if the condition no longer applies (e.g., the college student graduates), and it requires the permit to be returned.

* * *

AND BE IT FURTHER ORDAINED that this Ordinance shall take effect one hundred eighty (180) days from the date of its adoption;

[NOTE: Effective date was increased to 180 days, however, this may not be necessary because § 114-28 already includes language that should allow the new system to begin in a rolling manner, one residential parking permit area at a time.]

* * *



Hyattsville City Council Agenda Item Report

Meeting Date: September 11, 2018

Submitted by: Ron Brooks

Submitting Department: Finance

Item Type: Budget

Agenda Section: Discussion Items (9:15 p.m. - 9:25 p.m.)

SUBJECT

FY19 Capital Budget Amendment: 3505 Hamilton Street (10 minutes)

HCC-76-FY19

Recommendation:

I move that the Mayor and Council amend the FY2019 Capital Budget and appropriate \$8,289,000 for construction costs, contingency's, permits, fees, storage containers, mural storage and other costs directly attributed to renovation of the 3505 Hamilton Street facility.

Sponsor(s):

At the Request of the City Administrator

Co-Sponsor(s):

N/A

ATTACHMENTS

Summary Background:

On May 1, 2017 the Mayor and Council authorized the City Administrator to proceed with the adaptive reuse of 3505 Hamilton Street as the City of Hyattsville's Police Department facility at a total development cost estimate of \$10,265,000. To date expenditures for this facility have been for Professional Services - Architects and Engineers and we are projecting to begin incurring costs for construction in the fall of this year. To cover these costs we are requesting an amendment to the FY2019 Capital Budget by appropriating \$8,289,000 for construction costs, contingency's, permits, fees, storage containers, mural storage and other costs directly attributed to renovation of the 3505 Hamilton Street facility.

Next Steps:

N/A

Fiscal Impact:

The amendment increases the total FY 2019 CIP Budget by \$8,289,000.

City Administrator Comments:

See summary above.

Community Engagement:

N/A

Strategic Goals:

Goal 4 – Foster Excellence in all City Operations

Legal Review Required?

N/A



Hyattsville City Council Agenda Item Report

Meeting Date: September 11, 2018

Submitted by: Nicola Konigkramer

Submitting Department: City Clerk

Item Type: Community Notices

Agenda Section: Community Notices and Meetings

SUBJECT

City Calendar: September 12 - October 1, 2018

HCC-73-FY19

Recommendation:

Sponsor(s):

At the Request of the City Administrator

Co-Sponsor(s):

ATTACHMENTS

[Main City Calendar_Sep 12 - Oct 1 2018.docx](#)

Summary Background:

N/A

Next Steps:

N/A

Fiscal Impact:

None

City Administrator Comments:

N/A

Community Engagement:

N/A

Strategic Goals:

Goal 1 – Ensure Transparent and Accessible Governance

Legal Review Required?

N/A

Main City Calendar: September 12 – October 1, 2018

Weekly Program Offerings

Ageless Grace Senior Exercise Classes

Wednesdays and Fridays, 10:00 AM @ City Municipal Building

Creative Minds

Tuesdays and Thursdays, 10:00 AM @ Magruder Park Recreation Center

Senior Art Class

Tuesdays, 10:30 AM – 12:30 PM @ Art Works Now

The City is offering free senior art classes in partnership with Art Works Now. Seating is limited, and registration is required.

City Calendar: September 12 – October 1, 2018

Call-A-Bus Grocery Trip

September 12, 1:00 PM – 3:00 PM @ Citywide

To make an appointment, please call (301) 985-5000 by 2:00 PM the day before the trip.

Race and Equity Task Force Meeting

September 12, 7:00 PM @ City Building, 3rd Floor Mayor's Office

Prince George's County's Senior Fun & Fitness Day

September 14, 9:00 AM – 3:00 PM @ Watkins Regional Park

Registration with the County is required.

Planning Committee Meeting

September 18, 7:30 PM – 9:30 PM @ City Building, 2nd Floor Prangley Room

Call-A-Bus Grocery Trip

September 19, 1:00 PM – 3:00 PM @ Citywide

Hyattsville Corridor Community Meeting

September 19, 6:00 PM – 8:00 PM @ City Building, 1st Floor Multipurpose Room

Join City Councilmember Edouard Haba to discuss the construction work on Queens Chapel Road. For more information or to RSVP, please contact hyattsvillecc@gmail.com.

Hyattsville Environment Committee Meeting

September 19, 7:00 PM – 8:30 PM @ City Building, 2nd Floor Prangley Room

Park(ing) Day

September 21, 7:00 AM – 8:00 PM @ Citywide

Street Parking spaces throughout the City will be turned into pop-up parks. Each parking space will be hosted by a local business or group. For more information visit hyattsville.org/parkingday.

Micro Farmers Market

September 21, 4:00 PM – 8:00 PM @ City Building

Summer Jam

Main City Calendar: September 12 – October 1, 2018

September 21, 6:30 PM – 8:30 PM @ City Building

Downtown Hyattsville Arts Festival: Arts & Ales

September 22, 12:00 PM – 6:00 PM @ Gateway Arts District

Join the Hyattsville Community Development Corporation, and other sponsors, to celebrate the 11th anniversary of the festival with over 100 artist exhibits, breweries, food trucks, live entertainment, and more!

Call-A-Bus Grocery Trip

September 24, 1:00 PM – 3:00 PM @ Citywide

Call-A-Bus Grocery Trip

September 26, 1:00 PM – 3:00 PM @ Citywide

Education Advisory Committee Meeting

September 27, 6:30 PM – 8:00 PM @ City Building, 2nd Floor Prangley Room

Health, Wellness, and Recreation Advisory Committee Meeting

September 27, 7:30 PM – 9:00 PM @ City Building, 3rd Floor Conference Room

Sunset Movie Series

September 28, 7:00 PM @ Heurich Park

Community Shred-it Event

September 29, 9:00 AM – 12:00 PM @ City Building

Residents can bring any paper documents they need shredded for free to the City Building. Please remove paper from binders and remove binder clips and other large metal pieces.

Cyclocross

September 30, 8:00 AM – 5:00 PM @ Magruder Park

The annual Hyattsville Cyclocross bike race through Magruder Park and Woods benefits the Special Olympics of Prince George's County.

Hyattsville City Council Meeting

October 1, 8:00 PM – 10:00 PM @ City Building, 3rd Floor Council Chambers



Hyattsville City Council Agenda Item Report

Meeting Date: September 11, 2018

Submitted by: Nicola Konigkramer

Submitting Department: City Clerk

Item Type: Community Notices

Agenda Section: Community Notices and Meetings

SUBJECT

PARK(ing) Day 2018

HCC-74-FY19

Recommendation:

Sponsor(s):

At the Request of the City Administrator

Co-Sponsor(s):

ATTACHMENTS

[Citywide Flyer - Website URL\[65239\].pdf](#)

Summary Background:

PARK(ing) Day is an annual, international event where citizens, artists and businesses collaborate to temporarily transform metered parking spaces into PARK(ing) spaces: pop-up public parks. Throughout Hyattsville on September 21, you will find PARK(ing) spaces set up so you can enjoy temporary parks in spaces typically reserved for cars. For the first time in Hyattsville, spaces will be sponsored by several of our local businesses and organizations. Visit www.hyattsville.org/parkingday for more information.

Next Steps:

N/A

Fiscal Impact:

None

City Administrator Comments:

N/A

Community Engagement:

N/A

Strategic Goals:

Goal 1 – Ensure Transparent and Accessible Governance

Legal Review Required?

N/A



University Town Center

9 AM - 1 PM: Green Owl Design
1 PM - 5 PM: Housing Initiative Partnership

Queen's Chapel Town Center

7 AM - 10 AM: City of Hyattsville

Arts District

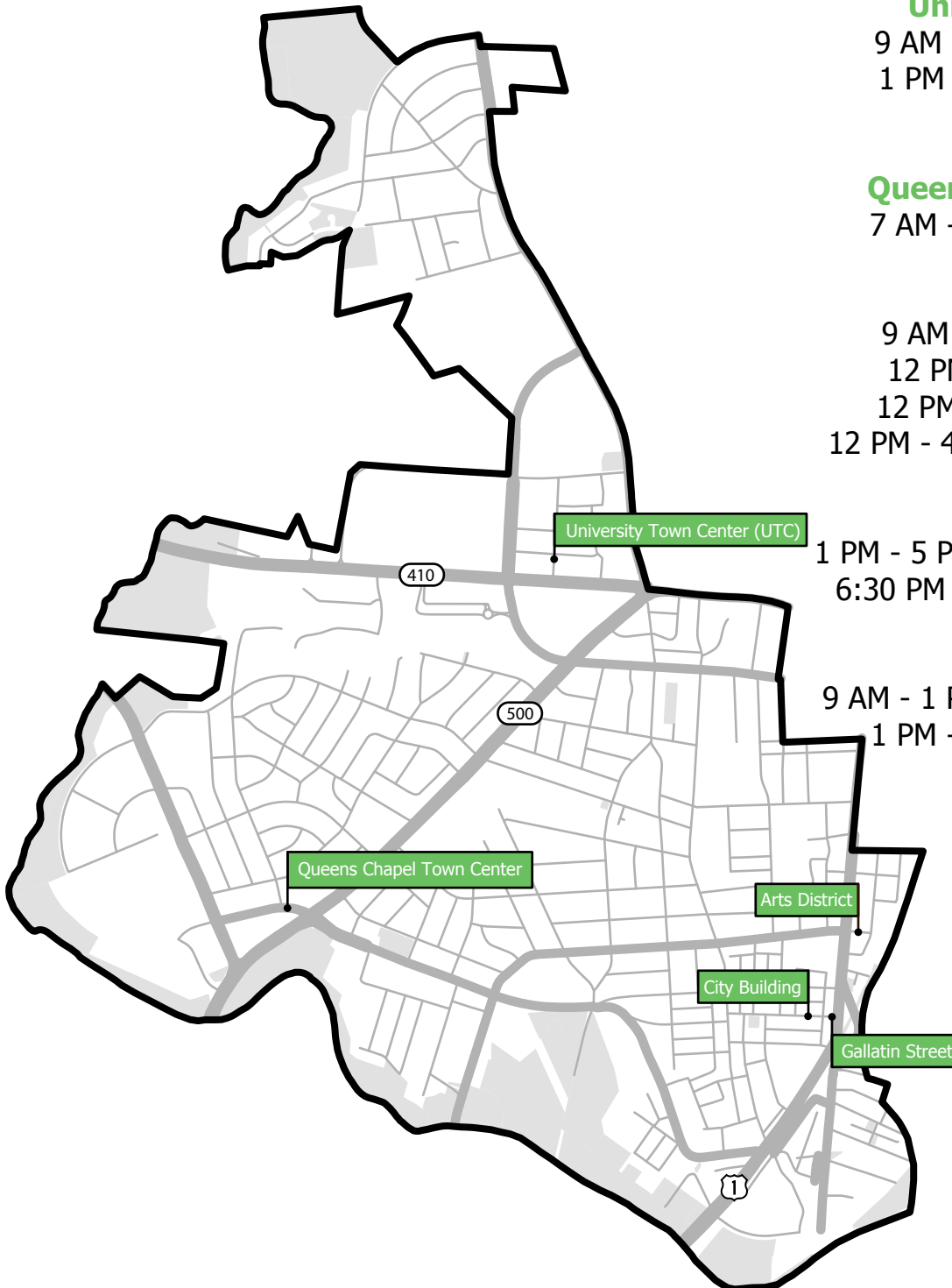
9 AM - 12 PM: Vigilante Coffee
12 PM - 4 PM: Art Works Now
12 PM - 4 PM: Pizzeria Paradiso
12 PM - 4 PM: Prince George's DPW&T

City Building

1 PM - 5 PM: Pyramid Atlantic Art Center
6:30 PM - 8:30 PM: City of Hyattsville

Gallatin Street

9 AM - 1 PM: Artist & Craftsman Supply
1 PM - 5 PM: Sangfroid Distilling





Hyattsville City Council Agenda Item Report

Meeting Date: September 11, 2018

Submitted by: Laura Reams

Submitting Department: Community & Economic Development

Item Type: Legislative

Agenda Section: Motion to Close

SUBJECT

Motion to Close (30 minutes)

HCC-71-FY19

Recommendation:

I move that the Mayor and Council close the Council Meeting of September 11, 2018 to discuss confidential commercial or financial information related to a proposed development and to receive legal advice.

The reason for closing the meeting under these exceptions is to maintain legally required confidentiality in regard to commercial and/or financial information. The meeting will also be closed so that the Mayor and Council may receive legal advice. The reason for closing the meeting under this exception is to protect attorney-client communications.

This session will be closed under the authority of the Annotated Code of Maryland State Government General Provisions Article Section 3-305(b) (13) To comply with a specific constitutional, statutory, or judicially imposed requirement that prevents public disclosures about a particular proceeding or matter; and 3-305(b) (7) to consult with counsel to obtain legal advice.

Sponsor(s):

At the Request of the City Administrator

Co-Sponsor(s):

N/A

ATTACHMENTS

Summary Background:

N/A

Next Steps:

N/A

Fiscal Impact:

N/A

City Administrator Comments:

Recommend Approval

Community Engagement:

N/A

Strategic Goals:

N/A

Legal Review Required?

Complete.