

City Council of Hyattsville, Maryland

AGENDA

City Council Regular Meeting

Monday, August 7, 2017

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.

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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. **Approval of the Minutes**
 - 5.a) **Approval of the Minutes**

I move that the Mayor and Council approve the Council Meeting Minutes for the following meetings: (1) Council Meeting of February 21, 2017 and (2) Public Hearing of March 1, 2017.

Motion #: N/A

Sponsor(s): At the Request of the City Administrator

[Feb 21 Minutes Final.docx](#)

[Mar 1 2017 Minutes PH FINAL.pdf](#)
6. **Public Comment (8:10 p.m. – 8:20 p.m.) Limit 2 minutes per speaker**
7. **Presentations (8:20 p.m. - 8:25 p.m.)**
 - 7.a) **FY-2015, FY-2016 & FY-2017 Audit Update (5 minutes)**

Motion #: Presentation Only

Sponsor(s): At the Request of the City Administrator
8. **Consent Items (8:25 p.m. - 8:30 p.m.)**
 - 8.a) **University Hills Sidewalk and Street Renovation Construction Funds**

I move that the Mayor and Council approve the staff recommendations for the University Hills Sidewalk Street Rehabilitation Project and approve the expenditure of funds in an amount not to exceed \$1,000,000.00 for NZI Construction to execute Phase 3 of the project.

Motion #: HCC-13-FY18

Sponsor(s): At the Request of the City Administrator

[Memo - University Hills Funding Request FY18.docx](#)
 - 8.b) **37th Street Sidewalk Installation**

I move that the Mayor and Council approve the installation of a sidewalk on 37th street, construction will be completed under the existing contract with NZI Construction, at a cost not to exceed \$35,000.

Motion #: HCC-14-FY18

Sponsor(s): At the Request of the City Administrator
 - 8.c) **Purchase of Replacement Pedestrian Lighting**

I move that the Mayor and Council approve the expenditure of funds for purchase of the lights from Deporter and Dominick, and the installation of three pedestrian street lights by GHE Electrical Services, in an amount not to exceed \$12,500.

Motion #: HCC-15-FY18

Sponsor(s): At the Request of the City Administrator

8.d) Purchase Body Worn Cameras and Related Video Equipment

I move that the Mayor and Council authorize the expenditure of FY-2018 Capital Improvement funds in an amount not to exceed \$25,000, for the purpose of purchasing Panasonic Arbitrator Body Worn Cameras and related equipment from Brekford Company under the existing Maryland State Contract BPO# 060B2490022.

Motion #: HCC-16-FY18

Sponsor(s): At the Request of the City Administrator

[Sole Source Brekford BWC 5 3 2016.docx](#)

[State of MD Contract with Brekford.pdf](#)

8.e) Purchase of Motorola Radios

I move that the Mayor and Council authorize the purchase of Portable and Mobile Motorola Radios from Motorola Solutions for use by police officers and for police vehicles at a cost not to exceed \$35,000.

Motion #: HCC-17-FY18

Sponsor(s): At the Request of the City Administrator

[Sole Source Memo Motorola Radios 7 24 2017.docx](#)

8.f) Purchase Mobile Data Terminals (Laptop Computers & Related Equipment)

I move that the Mayor and Council authorize the expenditure of FY-2018 Capital Improvement Plan funds, in an amount not to exceed \$45,000, for the purpose of purchasing additional MDT's and related equipment from Brekford Corporation.

Motion #: HCC-18-FY18

Sponsor(s): At the Request of the City Administrator

8.g) Purchase of CCTV Cameras and Equipment

I move that the Mayor and Council authorize the expenditure of an amount not to exceed \$35,000 from the FY-2018 Capital Improvement Plan for the purchase of additional CCTV cameras and related equipment from J&M Security Solutions.

Motion #: HCC-19-FY18

Sponsor(s): At the Request of the City Administrator

8.h) Pedestrian Enforcement Grant Award from the Maryland Highway Safety Office

I move that the Mayor and Council amend the FY18 budget to accept and appropriate a grant award in the amount of \$750 from the Maryland Highway Safety Office for the purpose of providing overtime funding for the enforcement of traffic laws related to pedestrian safety.

Motion #: HCC-20-FY18

Sponsor(s): At the Request of the City Administrator

[Pedestrian Enforcement Award.pdf](#)

8.i) Cost Reimbursement Agreement Between the United States Secret Service and the City of Hyattsville Police Department

I move that the Mayor and Council approve a Cost Reimbursement from the United States Secret Service and the City of Hyattsville Police Department, and authorize the City Administrator to execute the reimbursement agreement, and amend the FY18 budget to accept and appropriate a reimbursement in an amount not to exceed \$1,500 from the United States Secret Service for the purpose of overtime payment or equipment purchase related to the National Region Fraud Task Force.

Motion #: HCC-21-FY18

Sponsor(s): At the Request of the City Administrator

[USSS Reimbursement Agreement.pdf](#)

8.j) Purchase of RADAR & LIDAR Speed Measuring Devices

I move that the Mayor and Council authorize the expenditure of FY-2018 Police Department Capital Improvement Plan funds, in an amount not to exceed \$5,000, for the purchase of purchasing RADAR and LIDAR equipment from Brekford Corporation under existing Maryland State Contract BPO# 060B2490022.

Motion #: HCC-22-FY18

Sponsor(s): At the Request of the City Administrator

8.k) Surplus Property: Three Police Mountain Bikes

I move that the Mayor and City Council declare the following Police mountain bicycles to be surplus and sold to the public through the on-line vendor www.govdeals.com.

- White Raleigh Mountain Bike serial # P916590364

- White Trek Mountain Bike serial # 1678360

- Black Trek SLR Mountain Bike serial # WW1812593

Motion #: HCC-23-FY18

Sponsor(s): At the Request of the City Administrator

[Surplus Mountain Bikes.pdf](#)

8.l) Cable Studio Renovation Purchase - B&H Photo

I move that the Mayor and Council authorize payment to B&H Photo to purchase equipment as part of the cable studio renovation at a cost not to exceed \$11,000.

Motion #: HCC-24-FY18

Sponsor(s): At the Request of the City Administrator

8.m) Proclamation in Honor of Cicely Archer

I move that the Mayor and Council adopt a proclamation in honor of resident Cicely Archer on the occasion of her ninetieth birthday.

Motion #: HCC-27-FY18

Sponsor(s): Hollingsworth

[Proclamation Recognizing Cicely Archer.pdf](#)

9. Action Items (8:30 p.m. - 8:40 p.m.)

9.a) PEPCO Lighting Retrofit (10 minutes)

I move that the Mayor and Council approve the expenditure of funds from the FY-18 Capital Improvements Budget to allow PEPCO to retrofit the existing lighting to LED lighting in the Phase Two project area of Hyattsville, costs not to exceed \$250,000.

Motion #: HCC-25-FY18

Sponsor(s): At the Request of the City Administrator

10. Discussion Items (8:40 p.m. - 9:10 p.m.)

10.a) Vehicle Purchase for Department of Public Works (10 minutes)

Motion #: Discussion, Scheduled for Consent on 9/18

Sponsor(s): At the Request of the City Administrator

[Memo - Vehicle Purchase FY2018.docx](#)

[20160205095733878.pdf](#)

[Altec Bid Proposal.pdf](#)

[Altec Mayor and Council.pdf](#)

[City of Hyattsville NJPA Quote \(2\).pdf](#)

[City of Hyattsville-AT200A-Quote356249-3.pdf](#)

[Hyattsville CK25943.pdf](#)

[ITB B1620.17 Telescopic Basket Truck.pdf](#)

[NJPA Joint Powers Agreement 2016.pdf](#)

10.b) Montgomery Housing Partnership (MHP) Parkview Manor Apartments Project (20 minutes)

Motion #: Discussion, Action TBD

Sponsor(s): Executive Committee

[Memo - MHP Affordable Housing Discussion - 8.1.2017.docx](#)

[PM Pro Forma 6-9-17.pdf](#)

[PG County Council Agenda Summary.pdf](#)

11. Council Dialogue

12. Community Notices and Meetings

12.a) City Calendar: August 8 - September 18, 2017

Motion #: N/A

Sponsor(s): At the Request of the City Administrator

[Main City Calendar August 8-September 18 2017.docx](#)

13. Motion to Close

13.a) Motion to Close (Please note the Council will not return to Open Session)

I move that the Mayor and Council close the Council Meeting of August 7, 2017 in order to discuss contract negotiations and to consider the investment of public funds. This session will be closed under the authority of the Annotated Code of Maryland State Government General

Provisions Article Section 3-305(b) (3) to consider the acquisition of real property for a public purpose and matters directly related to the acquisition, and (14) to discuss, before a contract is awarded or bids are opened, a matter directly related to a negotiating strategy or the contents of a bid or proposal, if public discussion or disclosure would adversely impact the ability of the public body to participate in the competitive bidding or proposal process.

Motion #: HCC-26-FY18

Sponsor(s): At the Request of the City Administrator



Hyattsville City Council Agenda Item Report

Meeting Date: August 7, 2017
Submitted by: Nicola Konigkramer
Submitting Department: City Clerk
Item Type: Legislative
Agenda Section: Approval of the Minutes

SUBJECT

Approval of the Minutes

Motion #

N/A

Recommendation:

I move that the Mayor and Council approve the Council Meeting Minutes for the following meetings: (1) Council Meeting of February 21, 2017 and (2) Public Hearing of March 1, 2017.

Lead Sponsor:

At the Request of the City Administrator

ATTACHMENTS

[Feb 21 Minutes_Final.docx](#)

[Mar 1 2017 Minutes_PH_FINAL.pdf](#)

Summary Background:

Please see attached minutes.

Next Steps:

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

Fiscal Impact:

N/A

City Administrator Comments:

Recommend Approval

Community Engagement:

N/A

Strategic Goals:

Goal 1 - Ensure Transparent and Accessible Governance

Legal Review Required?

N/A



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1) Call to Order and Council Roll Call

Present: Candace Hollingsworth, Mayor, arrived at 8:15 p.m.
Edouard Haba, W4 (Council President)
Bart Lawrence, W1 (Council Vice President)
Kevin Ward, W1
Robert Croslin, W2
Shani Warner, W2
Patrick Paschall, W3
Thomas Wright, W3
Paula Perry, W4
Ruth Ann Frazier, W5
Joseph A Solomon, W5

Absent: None

Also present were the following City staff members:

City Administrator Tracey E. Nicholson
Assistant City Administrator, Dir. of Community and Economic Development Jim Chandler
Director of Public Works Lesley Riddle
City Treasurer Ron Brooks
Director of Human Resources Vivian Snellman
City Clerk Laura Reams
Elections Coordinator Nicola Konigkramer

Council President Haba called the meeting to order at 8:08 p.m. and noted that Mayor Hollingsworth would be arriving late.

2) Pledge of Allegiance to the Flag

3) Approval of Agenda

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Lawrence
SECONDER:	Ward
AYES:	Haba, Lawrence, Ward, Croslin, Warner, Paschall, Wright, Perry, Frazier, Solomon
NAYS:	None
ABSENT:	Hollingsworth

Council Vice President Lawrence noted that the Black History Month Writing Contest Awards presentation would be pushed back in the agenda until the Mayor arrived.

4) Public Comment (8:10 p.m. – 8:20 p.m.) Limit 2 minutes per speaker

Teresa Martin, a Ward 1 resident, addressed the Mayor and Council in support of the proposed sanctuary city legislation. Ms. Martin asked the City to put their practice into policy and legislate already exercised policies by becoming a sanctuary city. Ms. Martin shared a personal experience on the matter and stressed the anxiety and concern within the community regarding the matter.

Deborah Ager, a Ward 4 resident, addressed the Mayor and Council in support the proposed sanctuary city legislation. Ms. Ager asked Councilmembers to act from a place of freedom and not fear. Ms. Ager added



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that the City would lose resident trust and support in the Police Department if the proposed legislation was not implemented.

Nina Faye, a Ward 3 resident, addressed the Mayor and Council regarding parking permits at the City Municipal Building. Ms. Faye noted that she contacted the City about the signs in the parking lot requiring a permit to park at the City Municipal Building. Ms. Faye recalled times when residents had been confused about where to park at the City Building and asked the City for clarity on the matter.

Michael Curran, a Ward 3 resident, addressed the Mayor and Council regarding the variance request to Prince George's County Board of Zoning Appeals scheduled on the Action Agenda that evening. Mr. Curran provided a personal testimony and asked Council for their support for the variance.

Daniel Schaible, a Ward 2 resident, addressed the Mayor and Council in support of the proposed sanctuary city legislation. Mr. Schaible noted that he had supplied the yard signs around the City and had a huge demand for them. Mr. Schaible added the City was already a sanctuary city in practice not policy.

David Marshall, a Ward 2 resident, addressed the Mayor and Council in opposition to the proposed sanctuary city legislation. Mr. Marshall clarified that he was opposed to any City in the country becoming a sanctuary city and stated that his position was not based in fear, but in the law.

NOTE FOR THE RECORD: *Mayor Hollingsworth arrived at 8:15 p.m.*

5) [Presentations \(8:20 p.m. - 9:00 p.m.\)](#)

5.a Black History Month Writing Contest Awards (5 minutes)

Mayor Hollingsworth presented the Black History Month Writing Contest Awards and noted that Councilmember Croslin had proposed the contest to Council in the previous year. Administrator Nicholson added that the writing contest was in response to the prompt: how is the Civil Rights Movement of the 1960's and 1970's relevant today. Mayor Hollingsworth and Councilmember Croslin presented the first, second, and third place prizes to Artrell Tyler Salters-Mackey, Travis Anderson, and Tyler Moore, respectively, all students from DeMatha High School. Administrator Nicholson noted that each winner received a certificate and a check.

5.b FY-2015 Audit Update (5 minutes)

[Audit_cover.pdf](#) 

Treasurer Brooks provided a brief background on the status of the FY2015 Audit, noting that it was in the final stage. Treasurer Brooks added that he hoped to have a closure report within the following three weeks.

5.c Deitz Park Master Plan (10 minutes)

[Dietz Park_presentation.pdf](#) 
[Memo_Dietz_Park_2017_LR.docx](#) 
[Deitz_SavvyReport_present.pdf](#) 

Director Riddle provided a brief overview of the City's commitment to bettering public spaces and noted that the City had worked with the Neighborhood Design Center to create the Dietz Park Master Plan. Director Riddle introduced Rachel McNamara, Program Manager for the Neighborhood Design Center, to present the three-part plan.



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Ms. McNamara provided Council with a brief overview of the work of the Neighborhood Design Center and noted its pilot program with Dietz Park, called Stormwater Savvy. Ms. McNamara then reviewed the plan, beginning with a site analysis addressing drainage concerns. Ms. McNamara noted that the Neighborhood Design Center held community meetings to receive resident feedback and added that the design for the public space was a reflection of the community's voice. Ms. McNamara stated that the design for the park featured security and accessibility, while keeping in mind stormwater management. Ms. McNamara then reviewed the final master plan and highlighted how the design addressed the challenges previously stated.

Councilmember Paschall stated that he had visited the park and enjoyed the new equipment. Councilmember Paschall then asked for clarification on some of the images in the presentation. Councilmember Paschall added that there was an issue of mosquitos in the park to which Ms. McNamara responded that the source of the mosquitos could be outside of the park, but equipment that drains efficiently could reduce the amount of standing water for mosquitos to breed in.

Councilmember Paschall then asked Director Riddle if the grill at Dietz Park would be replaced. Director Riddle said the Neighborhood Design Center had planned for a grill and stated that the City was not opposed to bringing the grill back, but noted it could be a liability. Councilmember Paschall added he had heard the community engagement process had been successful.

Councilmember Wright thanked Ms. McNamara for the presentation and highlighted resident concerns about safety and unwanted use of the park. Councilmember Wright asked if Ms. McNamara had any suggestions, to which Ms. McNamara responded that encouraging positive use would be the best long-term solution, as well as having eyes on the street. Councilmember Wright then asked if there were any funds left from the grant and Director Riddle stated that there was some left for a \$20,000 conservation landscaping project.

5.d Lighting Upgrades Update (15 minutes)

[Lighting Presentation_cover.pdf](#) 
[Memo_-_PEPCO_lighting_upgrades_2017.docx](#) 
[Street Lights_Phases_Dark_02172017.pdf](#) 
[Street Lights_Phases_Light_02172017.pdf](#) 

Director Riddle provided a brief overview of the Lighting Study conducted by Charles P. Johnson & Associates (CPJ) and noted that deficiencies were found in street lighting and that DPW began a phased approach to retrofitting the lights. Director Riddle introduced Facilities Manager, Mike Schmidl to present the Lighting Upgrade Update. Facilities Manager Schmidl noted that the City had conducted an inventory of existing lighting and reviewed with PEPCO the different types of lighting available. Facilities Manager Schmidl added that Phase 1 of the Lighting Upgrade had been completed.

Councilmember Paschall stated he was glad to see the project come to fruition and added he appreciated the data from the larger and more extensive lighting study.

Councilmember Perry thanked staff for their work and noted that she had supported this project for eighteen (18) years. Councilmember Perry asked staff to look particularly at Oliver Street and Lancer Drive due to the heavy pedestrian traffic, specifically to the West Hyattsville Metro Station. Facilities Manager Schmidl said staff would make a note of those two streets.

Council President Haba asked if there was a timeline in place for the project. Director Riddle stated that there could be a possible delay with Pepco's analysis of the lighting study, but she anticipated the second phase to be faster.



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5.e University Hills Project Update (15 minutes)

[UHills Presentation_cover.pdf](#)

[Memo_-_University_Hills_Update_-_edits_LR_final.docx](#)

Director Riddle provided background information on the University Hills Project Update and noted that the street and sidewalk renovation project was in Phase 2. Director Riddle then introduced Hal Metzler, Project Manager to conduct the presentation.

Project Manager Metzler provided a brief history of the project, noting it had started in 2015 with a budget of \$3 million, and that Phase 1 had been completed in the Fall of 2016, with positive feedback from residents. Project Manager Metzler then updated the Council on the status of Phase 2, noting that Phase 3 was currently in the design process for Wells Avenue and Rosemary Lane. Project Manager Metzler added that the City would have community meetings on the matter and the project would likely return to Council after residents had provided feedback. Project Manager Metzler stated that he expected the project to be completed by the Summer of 2018.

Councilmember Paschall commended staff's responsiveness to specific resident concerns for the project. Councilmember Wright thanked staff and echoed Councilmember Paschall's remarks.

Project Manager Metzler added that he hoped to have designs to review with residents in the Spring of 2017.

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

6.a Motion #: 135-02-FY17 Approval of Election Services Vendor for Election 2017 I move that the Mayor and Council approve the recommendation of the Board of Supervisors of Elections to select ELECTEC, Inc., to be the City's election machine and services vendor for the Biennial Election to be held on Tuesday, May 2, 2017 and to authorize the City Administrator to execute the contract in an amount not to exceed \$22,000. This contract has been reviewed and approved by the City Attorney for legal sufficiency.

[Electec_cover.pdf](#)

[20170502_City of Hyattsville_Estimate of Cost_Election Day.pdf](#)

[20170502_City of Hyattsville_Estimate of Cost_Paper Ballot Printing and Judge Training.pdf](#)

[20170502_City of Hyattsville_Estimate of Cost_VAC Cards.pdf](#)

[20170502_City of Hyattsville_Estimate of Cost_Early Voting.pdf](#)

6.b Motion #: 136-02-FY17 2017 Anniversary Carnival Contract: M&M Attractions I move that the Mayor and Council authorize the City Administrator to enter into a contract with M&M Attractions to provide carnival services for the 2017 City Anniversary Carnival. This contract has been approved by the City Attorney for legal sufficiency.

[Carnival Contract_cover.pdf](#)

[Carnival Contract 2017.pdf](#)

6.c Motion #: 137-02-FY17 Auction of Solid Waste Vehicle I move that the Mayor and Council approve the auctioning of decommissioned Solid Waste Vehicle 88 - 1998 Chevrolet 2500, to Colonial Auto Auction, Upper Marlboro, MD

[Solid Waste Vehicle_cover.pdf](#)

[Arlington Contract.pdf](#)



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[Colonial Auction Letter.pdf](#)

6.d Motion #: 138-02-FY17 Schedule Public Hearing: Designation of Hyattsville as a Sanctuary City I move that the Mayor and Council schedule a Public Hearing for March 1, 2017 at 7:30 PM in order to hear public comment regarding the legislative proposal submitted by nine members of the City Council to adopt an ordinance designating Hyattsville as a Sanctuary City.

[Public Hearing_cover.pdf](#)

6.e Motion #: 139-02-FY17 Appointment to the Shade Tree Board I move that the Mayor, with Council approval, appoint Millard Smith (Ward 2) to the Shade Tree Board for a term of 3 years to expire on February 21, 2020.

[Shade Tree Board Appointment_cover.pdf](#)
[Smith_Shade Tree Board Application_redacted.pdf](#)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Haba
SECONDER:	Solomon
AYES:	Hollingsworth, Lawrence, Ward, Croslin, Warner, Paschall, Perry, Frazier, Solomon
NAYS:	None
ABSENT:	Haba, Wright

7) Action Items (9:10 p.m. - 9:15 p.m.)

7.a Motion #: 140-02-FY17 Prince George's County Board of Zoning Appeals - V-7-17 - 6000 41st Avenue, Hyattsville (5 minutes) I move that the City Council authorize the Mayor to send correspondence to the Prince George's County Board of Zoning Appeals stating the City's of Hyattsville's support for Variance Request V-7-17 to re-construct a two-story single-family detached home located at 6000 41st Avenue Hyattsville, MD 20781.

[Variance Request_cover.pdf](#)
[V-7-17_-_6000_41st_Avenue_-_Staff_Memo \(1\).docx](#)
[Zoning variance.pdf](#)
[PDF0235-01.pdf](#)

Assistant Administrator Chandler provided brief background information on the reconstruction of a two-story single-family detached home located at 6000 41st Avenue and the variance requested. Assistant Administrator Chandler recommended support of the variance request.

Councilmember Wright expressed support for the variance request, noted that he was happy Council was considering the matter, and urged his colleagues on the dais to take action on the item.

Councilmember Paschall commended Council for making the item at hand a priority. Councilmember Paschall noted that the property being discussed had been in a position outside of the Council's control for a long time. Councilmember Paschall concluded that the City would need to determine whether the house was safe and negotiate with the insurance company.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Haba
SECONDER:	Lawrence



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AYES:	Hollingsworth, Haba, Lawrence, Ward, Croslin, Warner, Paschall, Perry, Frazier, Solomon
NAYS:	None
ABSENT:	Wright

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

8.a Change to Wall and Fence Ordinance (10 minutes) I move that the Council direct the City Attorney to revise portions of Chapter 68 Article II subsections (7), (8), and (17) to allow maintenance, repair and replacement of non-conforming fences and add subsection (18) to address safety standards.

68-7, C (7)

"All fences or retaining walls and hedges legally existing on June 30, 2003 which do not comply with the general restrictions 1-6 above shall be deemed legal non-conforming uses."

68-7, C (8)

A fence or retaining wall deemed to be a legal non-conforming use under this subsection which has been removed or destroyed through no fault of, and due to circumstances beyond the control of the owner may be replaced or repaired in a manner substantially identical in all material respects to the fence or wall so removed or destroyed provided it is not repaired or replaced with a fence or wall using a different material or varying the height or length of such fence or wall. The owner or his or her agent must apply for an exception if any of the stated changes are to occur or if 100% of the fence or wall is to be replaced. Nothing contained in this subsection shall be construed to prohibit the maintenance and repair of a non-conforming fence or wall as long as the fence or wall is not changed in character and repairs are made with substantially the same materials.

68-7, C (17)

No fence or retaining wall may be erected or put in place without first obtaining a permit from the City, unless it is to maintain or repair a legal non-conforming fence or wall.

68-7, C (18)

All maintenance, repairs and replacement of non-conforming fences must comply with the safety standards outlined in this Chapter.

All fences and retaining walls, including those deemed a non-conforming use, within five feet of an intersection must be constructed in such a way that allows visibility for automobile and pedestrian traffic. Hedges and all plant material, with the exception of mature trees, must be trimmed or maintained in a way that:

Allows signs to be visible to drivers.

Keeps road users (vehicles, bicycles and pedestrians) visible to drivers.

Allows pedestrians and bicyclist see motor vehicles.

Keeps sidewalks and pedestrian paths clear of overhanging vegetation.

[Fence Ordinance_cover.pdf](#) 

[Chapter 68 Housing Standards.pdf](#) 

[County Code_Fences.pdf](#) 

Councilmember Croslin highlighted the changes to the ordinance and opened the floor for questions.

Councilmember Paschall noted that he had reviewed the prior discussion on this item at the January 23, 2017 Regular Council Meeting and noted that there were still inconsistencies and a lack of clarity regarding language about hedges. Councilmember Croslin stated that there was not yet clarity. Councilmember



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Paschall noted that Councilmember Lawrence had brought up discrepancies in the code for the specified height of hedges and the potential for grandfathering in hedges prior to 2003. Councilmember Paschall noted that there was no clarity on how this change could affect current operations in terms of requirements and maintenance. Council Vice President Lawrence clarified that he wanted to understand the intent and then direct the City Attorney to draft language to reflect the intent.

Councilmember Croslin noted that, after conversations with City Staff, Code Compliance would monitor the growth of hedges and language would be included in the original section of the code in order to make the language more understandable to residents. Council Vice President Lawrence expressed a concern for the language reflecting existing safety standards. Council President Haba asked for clarification of the location of the language being referenced in the Code.

Councilmember Paschall stated that he believed his colleagues concerns were surrounding whether the language in the Code reflects the intent of the proposed changes, and if the intent was reflected by the procedure for carrying out the policy. Councilmember Paschall asked for more clarification on the changes in policy from 2003 to present that would require the grandfathering in of fences and hedges.

Mayor Hollingsworth asked if Councilmember Paschall was asking in terms of design standard or repair and maintenance. Councilmember Paschall then asked specifically if Section 68.7 had been in existence prior to 2003, to which Assistant Administrator Chandler responded that he did not believe it had. Assistant Administrator Chandler added that the City had previously relied on County fence laws. Councilmember Paschall noted that he would like to see the meeting minutes and public discussion on the matter and asked what impacts grandfathering would have on the County Code. Councilmember Croslin noted that the City Attorney would have a better capability of drafting the language. Councilmember Paschall stated that his question was not of legal drafting, but was to gain a better understanding of the County's perspective, if the City's Code were to be completely rewritten. Mayor Hollingsworth asked Councilmember Paschall to send remaining questions to Assistant Administrator Chandler and Councilmember Croslin.

Councilmember Solomon stated that the item at hand had been previously discussed at the January 23, 2017 Council Meeting and that the Motion Maker had addressed the questions asked. Councilmember Solomon added that he did not think the portion of the Code required a complete rewrite. Council Vice President Lawrence suggested that there could still be some existing misunderstandings.

Council Vice President Lawrence asked for clarification on County permitting of fences and Assistant Administrator Chandler stated that the City would have to check with both the County and the property owner, but noted that the County did not notify the City when they issued permits for fences. Assistant Administrator Chandler added that he did not recall the City ever rejecting a County fence permit, but would look further into it.

Council Vice President Lawrence referenced Section 17 and noted the language that a permit was not required, but referenced language in the second section that stated that fences would need to meet County standards. Council Vice President Lawrence then asked for clarity on the definitions of replacements and maintenance of fences.

Assistant Administrator Chandler stated that he wanted staff to have a good understanding of each definition and procedure, in order to understand how to proceed. Assistant Administrator Chandler suggested revising the intent with the City Attorney in order to clearly draft Council's intentions for the ordinance.

Council President Haba stated that he remembered having a conversation on this item before, and noted a sunset clause. Assistant Administrator Chandler said he was familiar with the sunset clause, and noted that



REGULAR MEETING OF THE CITY COUNCIL, HYATTSVILLE MD TUESDAY, FEBRUARY 21, 2017

it related to driveways and did not go over well with residents. Assistant Administrator Chandler clarified that the purpose of the grandfather clause was to permit fences that were in good condition. Assistant Administrator Chandler stated that a resident could keep a fence as long as they wanted with a County fence permit. Councilmember Croslin clarified that the intent of the grandfather clause was to allow residents to maintain their fences as long as possible.

Mayor Hollingsworth stated that Council and Staff could discuss this item more off of the dais and bring it back to a later meeting.

9) [Council Dialogue \(9:25 p.m. - 9:35 p.m.\)](#)

Council President Haba asked the community to stay engaged with the conversation regarding the proposed sanctuary city ordinance and encouraged Council to work together as a team when moving forward. Council Vice President Lawrence noted an event the following evening featuring Dr. Patterson, author of Exodus Politics.

10) [Community Notices and Meetings](#)

[Main City Calendar_Feb 22 - Mar 1 2017.docx](#) 

11) [Motion to Adjourn](#)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Croslin
SECONDER:	Perry
AYES:	Hollingsworth, Haba, Lawrence, Ward, Croslin, Warner Paschall, Wright, Perry, Frazier Solomon
ABSENT:	None

The meeting adjourned at 9:40 p.m.



PUBLIC HEARING OF THE CITY COUNCIL, HYATTSVILLE MD

March 1, 2017

Notice of Public Hearing:

The Mayor and City Council held a public hearing on proposed Hyattsville Ordinance 2017-02, an ordinance establishing Hyattsville as a sanctuary city and prohibiting City participation in any registry of residents based on protected classes.

[Sanctuary City Motion_cover.pdf](#) 
[Sanctuary City Motion_Jan 2017.pdf](#) 

Present: Candace Hollingsworth, Mayor
Edouard Haba, W4 (Council President)
Bart Lawrence, W1 (Council Vice President)
Kevin Ward, W1
Shani Warner, W2
Patrick Paschall, W3
Thomas Wright, W3
Paula Perry, W4
Ruth Ann Frazier, W5
Joseph A Solomon, W5

Absent: Robert Croslin, W2

Also present were the following City staff members:

City Administrator Tracey E. Nicholson
Police Chief Douglas Holland
Director of Human Resources Vivian Snellman
Director of Community Services Jake Rollow
Communications Outreach Coordinator Anthony DeSantis
City Clerk Laura Reams
Assistant City Clerk Lillie Littleford
Elections Coordinator Nicola Konigkramer

1) Call to Order

The Public Hearing was called to order by Mayor Hollingsworth at 7:38 p.m. Mayor Hollingsworth noted the sanctuary city ordinance was a draft, subject to change based on feedback gained during the hearing, analysis by legal counsel, and Council debate. Before calling speakers, Mayor Hollingsworth provided alternative methods for public comment including email, phone calls, and the City's SpeakUpHVL website.

2) Public Comment

Leigh Ann Barlow, a Ward 5 resident, addressed the Mayor and Council in opposition of the proposed legislation, noting she had shared her views at previous meetings. Ms. Barlow said she believed the legislation was a violation of federal immigration laws and against the United States constitution. She cautioned that adoption of the legislation may lead to lawsuits, loss of federal funding, and increased taxes for residents.

Sara Leonard, a Ward 3 resident, addressed the Mayor and Council in support of the proposed legislation. Ms. Leonard said the federal government was purposely scaring undocumented immigrants and shared anecdotes of friends who feared deportation. Ms. Leonard urged the Council to adopt a sanctuary city policy.



PUBLIC HEARING OF THE CITY COUNCIL, HYATTSVILLE MD

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Louis Kurdock, a Ward 2 resident, addressed the Mayor and Council in opposition of the proposed legislation; stating it was a violation of the United States Constitution and if adopted, the City would lose federal funding. Mr. Kurdock said he would take legal action against the Council if the legislation moved forward.

Angela Kenny, a Ward 2 resident, noted the differing viewpoints in the community and asked if the proposed legislation could move forward as a ballot question. Ms. Kenny cited concerns with a loss of federal funding and urged the Council to let all individuals with an opinion on the subject speak.

Sean Carlson, a Ward 2 resident, urged the Council to support the proposed sanctuary city ordinance to ensure all residents regardless of immigration status felt welcome in the City.

Ronald Vogel, a Ward 3 resident, addressed the Mayor and Council in support of the proposed legislation. Mr. Vogel said he was enriched by the diversity of the City and would pay more in taxes if a loss of federal funding caused a shortfall. He acknowledged that taking on an increased tax burden was an unpopular position but he believed it was worth it to take a stand for values. He thanked the Councilmembers who brought forth the legislation.

Tim Scanlon, a Ward 3 resident, spoke in support of the proposed legislation. He praised the diversity in the City and noted that ultimately Courts may not rule in favor of punishing sanctuary cities.

David Thomas, a Ward 4 resident, addressed the Mayor and Council in opposition of the proposed legislation. Mr. Thomas recited the Oath of Office taken by the Mayor and Council and asked if the Council if the oath meant nothing to them. Mr. Thomas provided information on crime statistics.

Shirley Fisher, a Ward 5 resident, read an excerpt from a Washington Post article on freedom. Ms. Fisher said she did not want to be called racist because she did not support the proposed legislation. She asked the Council to submit the legislation to a referendum.

Edith Morejon, addressed the Mayor and Council with the translation assistance from Communications Outreach Coordinator, Anthony DeSantis. Ms. Morejon thanked the Council for their support and said many residents would be relieved if the City were to adopt the sanctuary city legislation.

Sarah Harper, a Ward 2 resident, voiced her support for the proposed legislation. She said diversity encouraged cross cultural exchanges and helped to develop new ideas and ways to grow. Ms. Harper stated racism had no place in Hyattsville, would not be tolerated, and she wanted Hyattsville to be an inclusive and vibrant community.

Jonathan Barrett, a Ward 1 resident, said Hyattsville was a great City because of its residents. Mr. Barrett said he believed the current federal administration was using fear and putting forth policies that did not serve the community. He thanked those willing to stand up and speak up for their neighbors.

Maria Agustin de Feliciano, addressed the Mayor and Council with the translation assistance from Communications Outreach Coordinator, Anthony DeSantis. She said people were scared and asked the police to continue to be fair. Ms. Agustin De Feliciano said that children suffered when parents were detained and thanked the Council for the opportunity to speak.

Candida Garcia, a Ward 5 resident and President of the Rosa Parks Elementary School Parent Teacher Association, addressed the Mayor and Council with the translation assistance from Communications Outreach Coordinator, Anthony DeSantis. Ms. Garcia declared her support for the proposed legislation and thanked the Council for extending voting rights to non-citizens. She noted that some individuals did not feel



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comfortable voting for fear that immigration authorities would obtain their personal information. Ms. Garcia said this was the first time she did not feel safe in her community and many residents lived under stress that they may be separated from their families although they pay taxes and obey the law.

Julio Murillo, Policy Analyst from CASA, thanked the Council for adopting the non-citizen voting measure and said it had inspired other municipalities to do the same. Mr. Murillo said recent Executive Orders from President Trump had created fear in the immigrant community and the proposed legislation would be an important tool in the City's community oriented policing model. He asked the City to continue to be a leader on immigrant issues.

Kimberly Schmidt, addressed the Mayor and Council on behalf of the Hyattsville Mennonite Church located in Ward 1. She said the Church was considering declaring itself as a sanctuary church. Ms. Schmidt noted that the religious community was organizing to support the sanctuary cities and encouraged residents to become trained to be responders.

Christine Blackerby, a Ward 2 resident and member of community group, Not on Our Watch said there was a high level of support for sanctuary city status among residents. She noted that a support rally had been held earlier and submitted cards written by rally attendees in support of the proposed legislation. Ms. Blackerby said she supported the legislation because it would make the community safer by encouraging crime reporting. She added that the legislation did not prevent police from assisting federal investigations in cases when there was a criminal warrant for an individual.

Kristin Wares, a Ward 2 resident, said her family benefitted from the diversity of the City at home, work, and in the parenting community. She said she did not know or care about the immigration status of her neighbors but did care to ensure her neighbors felt welcome and safe in the City. She urged those worried about consequences to have morale courage, and stated that because something was a law, did not mean it was right.

Heath Alexander, a Ward 2 resident, said it was very important to make people feel welcomed in the community. He said the proposed policy could encourage undocumented residents to interact with the police without fear, increase voter participation, encourage parental participation in schools, and lower crime rates because individuals would feel secure to report crimes.

Emilie Alexander, a Ward 2 resident, said she had a lot of friends from diverse backgrounds and they needed community support.

Shannon Wyse, a Ward 4 resident, said it was not the job of Hyattsville Police Officers to do the job of U.S. Immigration and Customs Enforcement (ICE) and cautioned against generalizing about the immigrant population. Mx. Wyse urged the Council to adopt the legislation to ensure all neighbors in the City felt safe.

Branden Hall, a Ward 2 resident, said it was not possible to have a safe, well-run society if people were afraid to interact with the government. He shared a story about two of his employees who had become U.S. Citizens. Mr. Hall said society had larger problems to solve, including the environment, healthcare, and education and needed all members of the community involved to solve those problems.

Marc Singer, a Ward 2 resident, said residents wanted Hyattsville to be an inclusive community, but statements alone were not enough and needed to be backed up by actions. He urged the Council to stand up for values and safety by making Hyattsville a sanctuary city, in fact and in name.



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Heidi Holmstrom, a Ward 2 resident, said she supported officially making Hyattsville a sanctuary city adding that no one should fear contacting the Police Department. She asked Council to refrain from using City funds to assist in deportation and to support the ordinance.

Mary Warneka, a Ward 2 resident, thanked the City for leading the way to protect those who were vulnerable and noted that it was not always easy to do so. She said she believed the proposed ordinance was supported by the majority of residents who would not stand for a watered-down version. She urged the Council to put Hyattsville on the right side of history.

Julie Schweitzer, a Ward 5 resident, said sanctuary cities were safer and enjoyed stronger economies. She stated that sanctuary policies reinforced the existing community policing model by allowing police to focus on local issues, encourage crime reporting and ensure that local resources benefit the local community. Ms. Schweitzer said President Trump's attacks on immigrants unfairly targeted a vulnerable community and the legislation was a way for the City to stand with its neighbors.

Daniel Broder, a Ward 2 resident, shared personal stories of working with immigrants as a member of a labor union. He said immigrant workers were an essential part of the economy and often endured physical and sexual abuse, wage disparity, and mistreatment by peers. Mr. Broder said it was important to protect immigrants and asked the Council to find the moral courage to choose to be on the right side of history.

T. Carter Ross, a Ward 2 resident, said the idea of sanctuary was about letting people know they had a safe place and he viewed the policy as a safety issue. He noted pending legislation in the state and discussion of Prince George's County as a sanctuary county. Mr. Ross said that, even if sanctuary policies were in place at those levels of government, it was important for the City to be on record.

Amy Scheer-Till, a Ward 3 resident, said the City had mechanisms in place to address any safety concerns. She said many immigrants were tax payers and it was essential to understand that no human being was illegal. Ms. Scheer-Till said she did not see any benefit with the City's involvement in deportation matters, adding that she believed it would not only be wrong but morally reprehensible. She said she wanted neighbors and community members to feel safe.

Julio Maltez, shared a personal story on immigration and noted that the immigration process was difficult and very expensive. He said he was proud to see so much support for the proposed legislation.

Cynthia Way, a Ward 2 resident, said that breaking immigrations laws did not make anyone less of a person. She shared a personal story of living abroad and said that threats of withholding federal funding from sanctuary cities were akin to blackmail. Ms. Way shared that she had spoken to the Council in favor of a resolution supporting same sex marriage approximately 14 years ago, which was not adopted. She asked the Council to be on the right side of history now.

Rosanna Weaver, a Ward 1 resident, read the names of members of the National Honor Society students at Northwestern High School, stating she did not know how many of those students who were here legally, but she knew the community needed to do everything it could to support those kids. Ms. Weaver also shared a comment from a neighbor who was unable to be present at the hearing. She referenced the Executive Order 9066 from 1942, which sent Japanese Americans to internment camps, stating that just because something was legal did not make it right.

Louise Weissman, a Ward 1 resident and staff member at United We Dream shared a personal story of the immigration of her parents and relatives. She said fear of deportation among immigrants came from real and significant dangers. Ms. Weissman said she was proud to see the ordinance introduced and that it spoke



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to the City's values. She added now was the time for the Country to adopt changes that would make lives better for future generations.

Patricia Sullins, a Ward 1 resident, praised the diversity of the City as a reason for living here. However, she noted that she had questions on the specifics of the legislation, adding she had not seen the draft ordinance. She inquired about possible funding cuts and plans for enforcing deportation for those who did not follow the law. Ms. Sullins asked if the City could institute programs to help residents pursue legal immigration and encouraged the Council to submit the legislation to referendum.

Mai Abdul Rahman, a Ward 1 resident, noted there was an impressive turnout for the meeting and said she loved the idea of a sanctuary city to give the City a sense of wholeness. She said she did not believe disagreement with the ordinance meant someone was a racist. Ms. Rahman advocated for engaging and educating those in opposition. She also shared a personal story about her daughter's choice wear a hijab as a Muslim.

Robert Riddle, a Ward 2 resident, said he had appeared before Council approximately 14 years ago to ask for support of same sex marriage. Mr. Riddle said the City had come a long way since that time and he was impressed and proud of the City for the leading the way with sanctuary city and non-citizen voting initiatives.

Pablo Rosas Hernandez, a Ward 2 resident, said he was glad to see the City take a stand to support immigrants. He shared personal experiences of discrimination in the current political climate and noted the country was built on the work of immigrants. He said he loved Hyattsville and the United States and rhetorically asked at what point America had stopped being great.

Mayor Hollingsworth called for two individuals who signed up to speak but were no longer present.

Bryan Harp, a Ward 1 resident, said the United States was not founded upon law and order; it was founded upon an objection to unjust law and order; a revolution against oppressive government and aspiration of equality and freedom for all. He said he feared threats made to undocumented neighbors would create risk for all community members citing increased unreported crimes, separated families, and unequal representation. Mr. Harp added that while Councilmembers took an oath to uphold the Constitution, the oath was made without prejudice and he gave the Council his full support for the legislation.

Santos Sanchez, addressed the Council with translation assistance from Director of Community Services Jake Rollow. Mr. Sanchez said he supported the sanctuary city legislation and noted that many of his colleagues at work were afraid of being deported. In the past month that the President had been in office, Mr. Sanchez stated he had seen people in the street having problems and afraid to report crimes to the police.

Talib Karim, a Ward 1 resident, said he recently formed a business and civic association to support businesses along Route One. He said he supported the Council in an act of civil disobedience and encouraged them to go a step further to invest resources to help immigrants obtain documentation. Mr. Karim encouraged residents and Council to work together on the legislation and to listen to differing viewpoints.

Pastor Stephen Price of First United Methodist Church, located in Ward 2, addressed the Mayor and Council in support of the proposed legislation. He shared a story of an ICE deportation and said the City needed to draw a line in the sand and he hoped the community would do so in a clear, firm, and deep manner.



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Mayor Hollingsworth called for any individuals still wishing to speak. Seeing none, Mayor Hollingsworth closed the public comment portion of the public hearing after providing information on the timeline for the next Council discussion and avenues for the public to continue to provide input. The Mayor then opened the floor for her colleague's remarks.

3) Council Dialogue

Councilmembers thanked residents for speaking and encouraged residents to continue to share their thoughts on the proposed ordinance. Councilmember Paschall shared several points of clarification regarding the proposed ordinance and the process for adoption of legislation. Mayor Hollingsworth praised the engagement efforts of the Clerk's Office and the Department of Community Services for the upcoming election and bilingual communications. She noted that the public hearing that evening was the first time the City had a public meeting translated into Spanish in real time for those present at the hearing.

3) Motion to Adjourn

The public hearing adjourned at 9:39 p.m.



Hyattsville City Council Agenda Item Report

Meeting Date: August 7, 2017

Submitted by: Ron Brooks

Submitting Department: Finance

Item Type: Audit

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

SUBJECT

FY-2015, FY-2016 & FY-2017 Audit Update (5 minutes)

Motion #

Presentation Only

Recommendation:

Lead Sponsor:

At the Request of the City Administrator

ATTACHMENTS

Summary Background:

FY-2015 Audit Update - Unfortunately the completion date for the FY-2015 audit has slipped to the end of the month due to the issues briefed last month such as, but not limited to delay's in receiving conformation letters back from various external revenue sources, recalculating fixed assets (system related issue), researching and identifying missing data from some vendor revenue reports. The staff expects to improve response times to auditors once the new finance staff accountant is fully trained. She will be a tremendous asset and will help the department's ability to quickly produce and turn around documents for our future audits. Most importantly, we have responded to most of the issues noted above and In conjunction with our auditors CohnReznick and Lindsey & Associates expect to close out FY-2015 and have the Uniform Financial Report filed by the end of August or sooner.

FY-2016 Audit Update - As we continue to close-out FY-2015, some weeks ago we started work on the FY-2016 audit and some of the issues noted above will not impact us as we proceed with completing FY-2016. As such the analytical review process for FY-2016 should be more efficient and should provide us a quicker turn around for completion. Our goal is to finish the FY-2016 audit by December of this year.

FY-2017 Audit - Given the current status of the two audits above the City will seek an extension for the FY-2017 audit and look to complete this audit by the end of the first quarter of 2018.

Next Steps:

Provide closeout documents and final reports to Council.

Fiscal Impact:

Late audit filings can result in the loss of various State Grants and loss of revenue from State Highway Funds.

City Administrator Comments:

See summary background 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: August 7, 2017

Submitted by: Lesley Riddle

Submitting Department: Public Works

Item Type: Contract

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

SUBJECT

University Hills Sidewalk and Street Renovation Construction Funds

Motion #

HCC-13-FY18

Recommendation:

I move that the Mayor and Council approve the staff recommendations for the University Hills Sidewalk Street Rehabilitation Project and approve the expenditure of funds in an amount not to exceed \$1,000,000.00 for NZI Construction to execute Phase 3 of the project.

Lead Sponsor:

At the Request of the City Administrator

ATTACHMENTS

[Memo - University Hills Funding Request FY18.docx](#)

Summary Background:

The University Hills Sidewalk and Street Rehabilitation Project to upgrade curbs, sidewalks, and roadways in University Hills began in the summer of 2015. The project was divided into 3 phases and was to be completed over a 3-year period.

Phase 1 was completed in CY2016 and included the following work:

Stanford Street – Curb, gutter and overlay of street asphalt

Adelphi Road to Gumwood – Curb, gutter, and overlay of street asphalt

Notre Dame to Adelphi Road - Curb, gutter, and overlay of street asphalt

Rosemary Lane and Gumwood to the dead-end - Sidewalk, curb, gutter, mill and overlay of street asphalt

Gumwood to the 3200 Block - Sidewalk, curb, gutter, mill and overlay of street asphalt

Phase 2 was completed in CY2017 and included the following work:

Rutgers, Perdue, and Pennsylvania Streets - curb and gutter replacement, and overlay of street asphalt

Claymore Ave -sidewalk replacement and new Installation, curb and gutter replacement and overlay of street asphalt

Gumwood Drive - sidewalk, curb and gutter installation from the end of phase 1 to Wells Blvd and overlay of street asphalt

Phase 3 is under design and will include the following work:

Green streets improvements for Wells Blvd and Rosemary Lane.

Complete: Pony Trail Lane, Bridle Path Lane, Bridle Path Court, Hitching Post Lane, Calverton Drive, and the dead-end section of Stanford Street. Dedication of park space between Rosemary Lane and Pony Trail Lane.

Next Steps:

Funding will include design, construction costs, low impact design infrastructure, installation of new sidewalks, replacement of existing sidewalk, replacement of existing curbs and overlay of the street surface. JMT Engineering services and NZI Construction have been providing the design and construction services for this project and will continue on the current contracts that they have with the City. The cost will not exceed \$1,000,000.00.

Fiscal Impact:

Not to exceed \$1,000,000, FY18 Capital Improvements Budget

City Administrator Comments:

Recommend Approval

Community Engagement:

Continue to meet with the University Hills residents to share updates and new information related to the design, construction and timeline of the project.

Strategic Goals:

Ensure the Long-Term Economic Viability of the City.

Legal Review Required?

N/A



City of Hyattsville

Memo

To: Tracey Nicholson, City Administrator

From: Lesley Riddle, Director of Public Works

Date: July 17, 2017

Re: Request for Funding – University Hills Sidewalk and Street Renovation Project

The University Hills Sidewalk and Street Rehabilitation Project construction began in summer of 2015 to upgrade curbs, sidewalks, and roadways in the University Hills area of the City. The project was divided into 3 phases to be completed over a 3-year period.

Phase 1 included the following work and construction is complete:

Stanford Street – Curb, gutter and overlay of street asphalt

Adelphi Road to Gumwood – Curb, gutter, and overlay of street asphalt

Notre Dame to Adelphi Road - Curb, gutter, and overlay of street asphalt

Rosemary Lane and Gumwood to the dead-end - Sidewalk, curb, gutter, mill and overlay of street asphalt

Gumwood to the 3200 Block - Sidewalk, curb, gutter, mill and overlay of street asphalt

Phase 2 included the following work and construction is complete:

Rutgers, Perdue, and Pennsylvania Streets - curb and gutter replacement, and overlay of street asphalt

Claymore Ave -sidewalk replacement and new Installation, curb and gutter replacement and overlay of street asphalt

Gumwood Drive - sidewalk, curb and gutter installation from the end of phase 1 to Wells Blvd and overlay of street asphalt

Phase 3 is under design and will include the following work:

Green streets improvements for Wells Blvd and Rosemary Lane are currently in design.

Streets to be completed are: Wells Blvd, Rosemary Lane, Pony Trail Lane, Bridle Path Lane, Bridle Path Court, Hitching Post Lane, Calverton Drive, and the dead-end section of Stanford Street. Dedication of park space between Rosemary Lane and Pony Trail Lane.

Staff is requesting that Council approve the funding for the last and final phase of the University Hills for design of the green streets improvements and construction costs for the implementation of designs, installation of the LID infrastructure, installation of new sidewalks, replacement of existing sidewalk, replacement of existing curbs and overlay of the street surface. JMT Engineering services and NZI Construction have been providing the design and construction services for this project and will continue on the current contracts that they have with the City. The cost will not exceed \$1,000,000.00.



Hyattsville City Council Agenda Item Report

Meeting Date: August 7, 2017

Submitted by: Lesley Riddle

Submitting Department: Public Works

Item Type: Contract

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

SUBJECT

37th Street Sidewalk Installation

Motion #

HCC-14-FY18

Recommendation:

I move that the Mayor and Council approve the installation of a sidewalk on 37th street, construction will be completed under the existing contract with NZI Construction, at a cost not to exceed \$35,000.

Lead Sponsor:

At the Request of the City Administrator

ATTACHMENTS

Summary Background:

During FY17 budget deliberations Ward 5 Council representatives requested an assessment of traffic and safety conditions on 37th Place. The DPW staff conducted several community meetings and the residents unanimously expressed concerns about volume, speed of cars traveling on the road and pedestrians being required to walk in the road due to the lack of sidewalk.

The DPW staff conducted a review of the existing conditions and used the data collected along with visual inspections to validate the residents volume and speed concerns.

As a trial, and to mitigate speed, the staff placed temporary barriers and speed bumps in the roadway.

During that same period and over the past year, the staff conducted community meetings with residents and Council members. Several recommendations were shared with residents for consideration and possible implementation. The majority of the residents supported making Gaines Alley one way flowing into the neighborhood from 38th, installing sidewalks on one side of 37th, low impact design considerations and installing permanent speed humps. The first step of modifying the traffic pattern to make Gaines Alley one-way has been completed.

Next Steps:

Funding was included in the FY2018 budget to bump out at the intersection of Gaines and 37th to reduce the number of cars traveling from Hamilton St down 37th to access Gaines Alley. We are also proposing sidewalk installation on the west side of 37th street and the installation of two speed humps. The cost of this project should not exceed \$35,000.00. The installation of the sidewalks will be accomplished by NZI Construction on the current contract with the City.

Fiscal Impact:

Not to exceed \$35,000, FY18 Capital Improvement Projects

City Administrator Comments:

Recommend Approval

Community Engagement:

We have met with the community several times to review this project scope. We plan on meeting with the residents before beginning construction of the sidewalk in late summer or early fall CY2017.

Strategic Goals:

Ensure the Long-Term Economic Viability of the City

Legal Review Required?

N/A



Hyattsville City Council Agenda Item Report

Meeting Date: August 7, 2017

Submitted by: Lesley Riddle

Submitting Department: Public Works

Item Type: Purchase

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

SUBJECT

Purchase of Replacement Pedestrian Lighting

Motion #

HCC-15-FY18

Recommendation:

I move that the Mayor and Council approve the expenditure of funds for purchase of the lights from Deporter and Dominick, and the installation of three pedestrian street lights by GHE Electrical Services, in an amount not to exceed \$12,500.

Lead Sponsor:

At the Request of the City Administrator

ATTACHMENTS

Summary Background:

The City maintains and repairs the pedestrian lighting on various streets within the city limits. Currently we have three pedestrian light poles that have been damaged and need to be replaced. All three of these poles were knocked down as a result of 3 separate automobile accidents, two in the 5100 block of Baltimore Avenue, and one in the 3800 block of Hamilton Street. The total costs for replacing and installing the poles and lights should not exceed \$12,500.00.

Next Steps:

With Council approval staff will schedule the replacement of the three pedestrian light poles.

Fiscal Impact:

Not to exceed \$12,500, Streets Operating Budget.

City Administrator Comments:

Recommend Approval

Community Engagement:

No community outreach is scheduled at this time.

Strategic Goals:

Goal 3 – Promote a Safe and Vibrant Community

Legal Review Required?

N/A



Hyattsville City Council Agenda Item Report

Meeting Date: August 7, 2017

Submitted by: Douglas Holland

Submitting Department: Police Department

Item Type: Purchase

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

SUBJECT

Purchase Body Worn Cameras and Related Video Equipment

Motion

HCC-16-FY18

Recommendation:

I move that the Mayor and Council authorize the expenditure of FY-2018 Capital Improvement funds in an amount not to exceed \$25,000, for the purpose of purchasing Panasonic Arbitrator Body Worn Cameras and related equipment from Brekford Company under the existing Maryland State Contract BPO# 060B2490022.

Lead Sponsor:

At the Request of the City Administrator

ATTACHMENTS

[Sole Source Brekford BWC 5 3 2016.docx](#)

[State of MD Contract with Brekford.pdf](#)

Summary Background:

The Mayor and Council authorized \$25,000 in the FY18 Capital Improvement Plan (CIP) for the purchase of Body Worn Cameras and related equipment.

Background:

The Hyattsville City Police Department began a pilot Body Worn Camera (BWC) program in August 2013. In March 2015, the department evaluated the program and recommended an upgraded camera system with more dependability, compatibility and better security of video images.

After extensive review and evaluation of current BWC systems, the HPD recommended the sole source procurement of the Panasonic Arbitrator Body Worn Camera and related equipment. The Mayor and Council approved \$25,000 in the FY 18 Capital Improvement Plan Budget for the purchase of Body Worn Camera equipment.

Next Steps:

Purchase cameras in accordance with the City's procurement policy and approval of the City Treasurer.

Fiscal Impact:

Not to exceed \$25,000

City Administrator Comments:

Recommend Approval

Community Engagement:

N/A

Strategic Goals:

Goal 3 – Promote a Safe and Vibrant Community

Legal Review Required?

Complete



Hyattsville City Police Department

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



Marc Tartaro
Mayor

Douglas K. Holland
Chief of Police

Tracey Nicholson
City Administrator

Date: August 24, 2016

To: Julius Wiggins

From: Lt. Chris Purvis

Subject: Sole Source / Brekford

Brekford Corporation is a distributor of Panasonic Toughbook Mobile Data Terminals (MDT's). They hold the State of Maryland DOIT Contract under BPO 060B3490002 / 060B2490022. Therefore, Brekford is Sole Source for our purchase of MDT's. (See attached quote)

ATTACHMENT A - Hardware and Associated Equipment and Services 2012 Contract

THIS CONTRACT is made as of this 15th day of Nov, 20 12 by and between Brekford Corporation and the MARYLAND DEPARTMENT OF INFORMATION TECHNOLOGY.

IN CONSIDERATION of the premises and the covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions

In this Contract, the following words have the meanings indicated:

- 1.2 "Contract" means this Contract for Hardware and Associated Equipment and Services 2012.
- 1.3 "Contractor" means Brekford Corporation whose principal business address is 7020 DORSEY ROAD, BLDG C HANOVER MD 21076 and whose principal office in Maryland is 7020 DORSEY ROAD, BLDG C HANOVER MD 21076
- 1.4 "Contract Manager" means the individual identified in section 1.7 of the RFP or a successor designated by the Department.
- 1.5 "Department" means the Maryland Department of Information Technology.
- 1.6 "Financial Proposal" means the Contractor's Financial Proposal dated 07/24/2012.
- 1.7 Installation means transferring manufacturer's electronic media to computer systems so that the Hardware and Associated Equipment and Services will provide the features and functions generally described in the User Documentation.
- 1.8 "Purchase Order (PO)" authorizes Contractor to proceed with delivery of products and/or any services requested via a PORFP.
- 1.9 "PORFP" means Purchase Order Request for Proposals.
- 1.10 "Procurement Officer" means the individual identified in section 1.6 of the RFP or a successor designated by the Department.
- 1.11 "RFP" means the Request for Proposals for Hardware and Associated Equipment and Services, No. 060B2490022 dated June 26, 2012 and any amendments thereto issued in writing by the State.

- 1.12 "Hardware and Associated Equipment and Services 2012" means those services described in Section 2 of the RFP.
- 1.13 "State" means the State of Maryland.

1.14 "Technical Proposal" means the Contractor's Technical Proposal, dated 07/24/2012.

2. Scope of Work

- 2.1 The Contractor shall provide Hardware and Associated Equipment and Services, Training and Installation and/or Manufacturer's Extended Warranty, for the State as described in the PO and the PORFP, in one or more of the five (5) functional areas as follows:

Functional Area I – Servers & Associated Peripherals
Functional Area II – Printers & Associated Peripherals
Functional Area III – Network Communications Equipment
Functional Area IV – Installation & Training Services
Functional Area V – Manufacturer's Extended Warranty

These services shall be provided in accordance with the terms and conditions of this Contract and the following Exhibits, which are attached and incorporated herein by reference. If there are any inconsistencies between this Contract and Exhibits A, through G, the terms of this Contract shall control. If there is any conflict among the Exhibits, the following order of precedence shall determine the prevailing provision.

Exhibit A - The RFP.

Exhibit B – Purchase Order (when executed).

Exhibit C – PORFP (when released).

Exhibit D – Master Contractor's response to the PORFP (when submitted).

Exhibit E- The Technical Proposal.

Exhibit F - The Financial Proposal.

Exhibit G - State Contract Affidavit, executed by the Contractor and dated 10/15/2012.

- 2.2 The Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the Contract, the PORFP or the PO. No other order, statement or conduct of the Procurement Officer or any other person shall be treated as a change or entitle the Contractor to an equitable adjustment under this section. Except as otherwise provided in this Contract, if any change under this section causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly. The Contractor must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. Failure to agree to an adjustment under this section shall be a dispute

under Article 10, Disputes. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.

- 2.3 The Contract may be modified only after such approvals as are required under Maryland law, and only by a writing executed by the authorized representatives of the parties.

3. Time of Performance

The Contractor shall provide services in accordance with this Master Contract and any PORFP. The term of this Contract is for a period of 15 years, beginning on November 15, 2012 and ending November 14, 2027 unless terminated earlier as provided in this Master Contract.

4. Consideration and Payment

- 4.1 In consideration of the satisfactory performance of the work set forth in this Contract and any PORFP, the Department shall pay the Contractor in accordance with the not-to-exceed rates and terms of Exhibit C, Contractor's Financial Proposal. POs that are on a time and materials basis shall include a not-to-exceed ceiling for payments. Any work performed by the Contractor in excess of the ceiling amount of any PO without the prior written approval of the Contract Manager is at the Contractor's risk of non-payment. Payments under POs issued on a fixed price basis shall be limited to the price specified in the PORFP, regardless of the actual cost to the Contractor.
- 4.2 Invoices must be provided in the format and on the schedule identified in the PORFP. Each invoice must reflect the Contractor's federal tax identification number, which is 20-4086662. The Contractor's eMM identification number is 100376. Payments to the Contractor pursuant to this Contract shall be made no later than 30 days after the State's receipt of a proper invoice from the Contractor. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time to time amended, are prohibited. PORFPs may specify periodic payments based on deliverables or stages of completion. A PORFP may specify that a portion of the payments due will be withheld until completion of the PO. The amount withheld from each payment shall be paid to the Contractor within thirty (30) days of the State's acceptance of all deliverables required under the PO and receipt from the Contractor of a release in a form prescribed by the State for any claims arising out of or related to the PORFP. The final payment under this Contract will not be made until after certification is received from the Comptroller of the State that all taxes have been paid.
- 4.3 In addition to any other available remedies if, in the opinion of the Procurement Officer, the Contractor fails to perform in a satisfactory and timely manner, the Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the Contractor to be reduced or withheld until such time as the Contractor meets performance standards as established by the Procurement Officer pursuant to this Contract.

- 4.4 The State will use electronic funds transfer to pay the Contractor for this Contract and any POs there under and any other State payments due Contractor unless the State's Comptroller Office grants the Contractor an exemption.
5. PORFPs

A PORFP may specify terms in addition to the terms specified herein. Such additional terms may include warranties, deliverables, and acceptance test requirements. PORFPs and POs may not limit the State's rights as provided by law, in this Contract, or in the RFP and may not change the terms of this Contract or the RFP.

6. Rights to Records

- 6.1 The Contractor agrees that all documents and materials, including but not limited to, reports, drawings, studies, specifications, estimates, tests, maps, photographs, designs, graphics, mechanical, artwork, computations and data prepared by the Contractor for purposes of this Contract shall be the sole property of the Department and shall be available to the Department at any time. The Department shall have the right to use the same without restriction and without compensation to the Contractor other than that specifically provided by this Contract.
- 6.2 The Contractor agrees that at all times during the term of this Contract and thereafter, the works created and services performed under this Contract shall be "works made for hire" as that term is interpreted under U.S. copyright law. To the extent that any products created under this Contract are not works for hire for the Department, the Contractor hereby relinquishes, transfers, and assigns to the State all of its rights, title, and interest (including all intellectual property rights) to all such products created under this Contract, and will cooperate reasonably with the State in effectuating and registering any necessary assignments.
- 6.3 The Contractor shall report to the Department, promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all data delivered under this Contract.
- 6.4 The Contractor shall not affix any restrictive markings upon any data and if such markings are affixed, the Department shall have the right at any time to modify, remove, obliterate, or ignore such warnings.
- 6.5 Upon termination of this Contract, the Contractor, at its own expense, shall deliver any equipment, Hardware and Associated Equipment and Services or other property provided by the State to the place designated by the Procurement Officer.

7. Confidentiality

Subject to the Maryland Public Information Act and any other applicable laws, all confidential or proprietary information and documentation relating to either party (including without limitation, any information or data stored within the Contractor's

computer systems) shall be held in absolute confidence by the other party. Each party shall, however, be permitted to disclose relevant confidential information to its officers, agents and employees to the extent that such disclosure is necessary for the performance of their duties under this Contract, provided the data may be collected, used, disclosed, stored and disseminated only as provided by and consistent with the law. The provisions of this section shall not apply to information that (a) is lawfully in the public domain; (b) has been independently developed by the other party without violation of this Contract; (c) was already in the possession of such party; (d) was supplied to such party by a third party lawfully in possession thereof and legally permitted to further disclose the information; or (e) which such party is required to disclose by law.

8. Loss of Data

In the event of loss of any State data or records where such loss is due to the intentional act, omission, or negligence of the Contractor or any of its subcontractors or agents, the Contractor shall be responsible for recreating such lost data in the manner and on the schedule set by the Contract Manager. The Contractor shall ensure that all data is backed up and is recoverable by the Contractor.

9. Non-Hiring of Employees

No official or employee of the State of Maryland as defined under State Government Article section 15-102, Annotated Code of Maryland, whose duties as such official or employee include matters relating to or affecting the subject matter of this Contract shall, during the pendency and term of this Contract and while serving as an official or employee of the State become or be an employee of the Contractor or any entity that is a subcontractor on this Contract.

10. Disputes

This Contract shall be subject to the provisions of Title 15, Subtitle 2, of the State Finance and Procurement Article of the Annotated Code of Maryland, as from time to time amended, and COMAR 21.10 (Administrative and Civil Remedies). Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the Procurement Officer's decision. Unless a lesser period is provided by applicable statute, regulation, or the Contract, the Contractor must file a written notice of claim with the Procurement Officer within 30 days after the basis for the claim is known or should have been known, whichever is earlier. Contemporaneously with or within 30 days of the filing of a notice of claim, but no later than the date of final payment under the Contract, the Contractor must submit to the Procurement Officer its written claim containing the information specified in COMAR 21.10.04.02.

11. Maryland Law

This Contract shall be construed, interpreted, and enforced according to the laws of the State of Maryland. The Maryland Uniform Computer Information Transactions Act

(Commercial Law Article, Title 22 of the Annotated Code of Maryland) does not apply to this Contract or any software license acquired hereunder. Any and all references to the Annotated Code of Maryland contained in this Contract shall be construed to refer to such Code sections as from time to time amended.

12. Nondiscrimination in Employment

The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or disability of a qualified individual with a disability; (b) to include a provision similar to that contained in subsection (a), above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

13. Contingent Fee Prohibition

The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the Contractor to solicit or secure this Contract, and that it has not paid or agreed to pay any person, partnership, corporation or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson or commercial selling agency, any fee or other consideration contingent on the making of this Contract.

14. Non-availability of Funding

If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of a PO under this Contract succeeding the first fiscal period, the PO shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the PO hereunder will be to discharge both the Contractor and the State from future performance of the PO, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the PO. The State shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of the PO for each succeeding fiscal period beyond the first.

15. Termination for Cause

If the Contractor fails to fulfill its obligations under this Contract properly and on time, or otherwise violates any provision of the Contract, the State may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall,

at the State's option, become the State's property. The State of Maryland shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the State can affirmatively collect damages. Termination hereunder, including the termination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

16. Termination for Convenience

The performance of work under this Contract may be terminated by the State in accordance with this clause in whole, or from time to time in part, whenever the State shall determine that such termination is in the best interest of the State. The State will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract; provided, however, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12 (A) (2).

17. Delays and Extensions of Time

The Contractor agrees to perform the work under this Contract continuously and diligently. No charges or claims for damages shall be made by the Contractor for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Contract. Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

18. Suspension of Work

The State unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of its performance for such period of time as the Procurement Officer or Contract Manager may determine to be appropriate for the convenience of the State.

19. Pre-Existing Regulations

In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, as from time to time amended, the regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR 21) in effect on the date of execution of this Contract are applicable to this Contract.

20. Financial Disclosure

The Contractor shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, as from time to time amended, which requires that every business that enters into contracts, leases, or other agreement with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more, shall within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches \$100,000, file with the Secretary of the State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

21. Political Contribution Disclosure

The Contractor shall comply with the Election Law Article, Sections 14-101 through 14-108, of the Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State, a county or an incorporated municipality or their agencies, during a calendar year under which the person receives in the aggregate \$100,000 or more, shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Board of Elections: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.

22. Retention of Records

The Contractor shall retain and maintain all records and documents in any way relating to this Contract for three years after final payment by the State of Maryland under this Contract or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including by way of example only, the Procurement Officer or the Procurement Officer's designee, and the Contract Manager or the Contract Manager's designee, at all reasonable times. All records related in any way to the Contract are to be retained for the entire time provided under this section. The Contractor shall, upon request by the Department, surrender all and every copy of documents needed by the State, including, but not limited to itemized billing documentation containing the dates, hours spent and work performed by the Contractor and its subcontractors under the Contract. The Contractor agrees to cooperate fully in any audit conducted by or on behalf of the State, including, by way of example only, making records and employees available as, where, and to the extent requested by the State and by assisting the auditors in reconciling any audit variances. Contractor shall not be compensated for

providing any such cooperation and assistance. This section shall survive the expiration of this Contract.

23. Compliance with Laws

The Contractor hereby represents and warrants that:

- A. It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- B. It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
- C. It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and
- D. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

24. Cost and Price Certification

By submitting cost or price information, the Contractor certifies to the best of its knowledge that the information submitted is accurate, complete, and current as of a mutually determined specified date prior to the conclusion of any price discussions or negotiations.

The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date agreed upon by the parties, was inaccurate, incomplete, or not current.

25. Subcontracting; Assignment

The Contractor may not subcontract any portion of the services provided under this Contract without obtaining the prior written approval of the Procurement Officer, nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of the Procurement Officer, any such approvals to be in the State's sole and absolute subjective discretion; provided however, a Contractor may assign monies receivable under a PO after due notice to the State. Any such subcontract or assignment shall include the terms of sections 8, and 10 through 23 of this Contract and any other terms and conditions that the State deems necessary to protect its interests. The State shall not be responsible for the fulfillment of the Contractor's obligations to the subcontractors.

26. Indemnification

- 26.1 The Contractor shall hold harmless and indemnify the State against liability for any costs, expenses, loss, suits, actions, or claims of any character arising from or relating to the performance of the Contractor or its subcontractors under this Contract.
- 26.2 The State of Maryland has no obligation to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim or action of any character is brought by any person not party to this Contract against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.
- 26.3 The State has no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.
- 26.4 The Contractor shall immediately notify the Procurement Officer of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from or relating to the Contractor's obligations under the Contract, and will cooperate, assist, and consult with the State in the defense or investigation of any claim, suit, or action made or filed against the State as a result of or relating to the Contractor's performance under this Contract.

27. Administrative

- 27.1 Procurement Officer. The work to be accomplished under this Contract shall be performed under the direction of the Procurement Officer and the Contract Manager. All matters relating to the interpretation of this Contract shall be referred to the Procurement Officer for determination.
- 27.2 Notices. All notices hereunder shall be in writing and either delivered personally or sent by certified or registered mail, postage prepaid as follows:

If to the State: State of Maryland
 Department of Information Technology
 45 Calvert Street
 Annapolis, MD 21401-1907
 Attn: Mike Balderson

If to the Contractor: BREKFORD CORP.
 7020 DORSEY ROAD, BLDG C
 HANOVER, MD 21076
 Attn: PAUL MANGANO

28. Risk of Loss; Transfer of Title

Risk of loss for conforming supplies, equipment and materials specified as deliverables to the State hereunder shall remain with the Contractor until the supplies, equipment,

materials and other deliverables are received by the State. Title of all such deliverables passes to the State upon receipt by the State, subject to the State's acceptance and payment for the same in accordance with the terms of this Contract.

29. Nonvisual Accessibility Warranty

The Contractor warrants that the information technology offered under the proposal (1) provides equivalent access for effective use by both visual and non-visual means; (2) will present information, including prompts used for interactive communications, in formats intended for both visual and non-visual use; (3) if intended for use in a network, can be integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired; and (4) is available, whenever possible, without modification for compatibility with software and hardware for non-visual access. The Contractor further warrants that the cost, if any, of modifying the information technology for compatibility with software and hardware used for non-visual access does not increase the cost of the information technology by more than five percent. For purposes of this Contract, the phrase "equivalent access" means the ability to receive, use and manipulate information and operate controls necessary to access and use information technology by non-visual means. Examples of equivalent access include keyboard controls used for input and synthesized speech, Braille, or other audible or tactile means used for output.

30. Commercial Nondiscrimination

- A. As a condition of entering into this Agreement, Contractor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland. As part of such compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Contractor understands that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of Contractor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.
- B. The contractor shall include the above Commercial Nondiscrimination clause, or similar clause approved by DoIT, in all subcontracts.

C. As a condition of entering into this Agreement, upon the Maryland Human Relations Commission's request, and only after the filing of a complaint against Contractor under Title 19 of the State Finance and Procurement Article, as amended from time to time, Contractor agrees to provide within 60 days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past 4 years on any of its contracts that were undertaken within the state of Maryland, including the total dollar amount paid by Contractor on each subcontract or supply contract. Contractor further agrees to cooperate in any investigation conducted by the State pursuant to the State's Commercial Nondiscrimination Policy as set forth under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, and to provide any documents relevant to any investigation that is requested by the State. Contractor understands that violation of this clause is a material breach of this Agreement and may result in contract termination, disqualification by the State from participating in State contracts, and other sanctions.

31. Patents, Copyrights, Intellectual Property

31.1 If the Contractor furnishes any design, device, material, process, or other item, which is covered by a patent or copyright or which is proprietary to or a trade secret of another, the Contractor shall obtain the necessary permission or license to permit the State to use such item or items.

31.2 The Contractor agrees that at all times during the term of this Contract and thereafter, works created as a deliverable under this Contract and services performed under this Contract shall be "works made for hire" as that term is interpreted under U.S. copyright law.

To the extent that any products created as a deliverable under this Contract are not works for hire for the State, the Contractor shall state why it believes that it should not thereby relinquish, transfer, and assign to the State all of its rights, title, and interest (including all intellectual property rights) to all such products created under this Contract.

31.3 The Contractor shall hold and save harmless the State of Maryland, including but not limited to the Department and its agents, officers, and employees, from liability of any nature or kind arising out of a claim or suit for or on account of the use of any copyrighted or uncopyrighted composition, trademark, service mark, secure process, patented or unpatented invention, article or appliance furnished or used in the performance of any Contract resulting from this RFP. The Contractor agrees to assume the defense of any and all such suits and pay the costs and expenses incidental hereto, subject to the right of the State to provide additional legal counsel at the State's own expense. If a third party claims that a product infringes that party's patent or copyright, the Contractor will defend the State against that claim at Contractor's expense and will pay all damages, costs and attorney fees that a Court finally awards, provided the State (i) notifies the Contractor in writing of the claim within a reasonable time after the State's receipt of such claim, with the understanding that the State's failure to give reasonably timely notice shall not relieve Contractor of any obligation hereunder except and to the extent that such failure prejudices

Contractors' ability to defend against such claim; and (ii) allows Contractor to control, and cooperates with Contractor in, the defense and any related settlement negotiations.

31.4 If any products furnished by the Contractor become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement, the Contractor shall, after consultation with the State and at the Contractor's own expense: (a) procure for the State the right to continue using the applicable item, (b) replace the produce with a non-fringing product that, in the State's view, substantially complies with the item's specifications, or (c) modify the item so that it becomes non-infringing and, in the State's view, performs in a substantially similar manner to the original item.

31.5 In connection with services provided under a PORFP, the Contractor may create, acquire or otherwise have rights in, and may, employ, provide, create, acquire or otherwise obtain rights in various concepts, ideas, methods, methodologies, procedures, processes, know-how, techniques, models, templates and general purpose consulting and software tools, utilities and routines (collectively, the "Contractor Technology"). To the extent that any Contractor Technology is contained in any of the Contract deliverables including any derivative works, the Contractor grants the State a royalty-free, fully paid, worldwide, perpetual, non-exclusive license to use such Contractor Technology in connection with the Contract deliverables for the State's purposes.

31.6 The Contractor shall not acquire any right, title and interest in and to the copyrights for goods, any and all software, technical information, specifications, drawings, records, documentation, data or derivative works thereof, or other work products provided by the State to the Contractor. In a PORFP, the State may, in its sole discretion, elect to grant the Contractor a worldwide, perpetual, non-exclusive license, for which the State may require compensation, perhaps in the form of a royalty, for the Contractor's internal use non-confidential Contract deliverables first originated and prepared by the Contractor for delivery to the State.

32. Limitation of Liability

For breach of this Contract, negligence, misrepresentation or any other contract or tort claim, Contractor shall be liable as follows:

- A. For infringement of patents, trademarks, trade secrets and copyrights as provided in Section 31 ("Patents, Copyrights, Intellectual Property") of this Contract;
- B. Without limitation for damages for bodily injury (including death) and damage to real property and tangible personal property;
- C. For all other claims, damages, loss, costs, expenses, suits or actions in any way related to this Contract, regardless of the form, Contractor's liability per claim shall not exceed five (5) times the total amount of the PORFP out of which the claim arises; provided however, the State may, in its sole discretion, decrease the ceiling established hereunder in any PORFP issued pursuant to this RFP. Third party claims arising under Section 26 ("Indemnification") of this Contract are included in

this limitation of liability only if the State is immune from liability. Contractor's liability for third party claims arising under Section 26 of this Contract shall be unlimited if the State is not immune from liability for claims arising under Section 26.

33. Prompt Pay Requirements

33.1 If a contractor withholds payment of an undisputed amount to its subcontractor, the Agency, at its option and in its sole discretion, may take one or more of the following actions:

33.1.1 Not process further payments to the contractor until payment to the subcontractor is verified;

33.1.2 Suspend all or some of the contract work without affecting the completion date(s) for the contract work;

33.1.3 Pay or cause payment of the undisputed amount to the subcontractor from monies otherwise due or that may become due;

33.1.4 Place a payment for an undisputed amount in an interest-bearing escrow account; or

33.1.5 Take other or further actions as appropriate to resolve the withheld payment.

33.2 An "undisputed amount" means an amount owed by a contractor to a subcontractor for which there is no good faith dispute. Such "undisputed amounts" include (a) retainage which had been withheld and is, by the terms of the agreement between the contractor and subcontractor, due to be distributed to the subcontractor and (b) an amount withheld because of issues arising out of an agreement or occurrence unrelated to the agreement under which the amount is withheld.

33.3 An act, failure to act, or decision of a procurement officer or a representative of the Agency, concerning a withheld payment between a contractor and subcontractor under this policy directive, may not:

33.3.1 Affect the rights of the contracting parties under any other provision of law;

33.3.2 Be used as evidence on the merits of a dispute between the Agency and the contractor in any other proceeding; or

33.3.3 Result in liability against or prejudice the rights of the Agency.

33.4 The remedies enumerated above are in addition to those provided under COMAR 21.11.03.13 with respect to subcontractors that have contracted pursuant to the Minority Business Enterprise program.

33.5 To ensure compliance with certified MBE subcontract participation goals, the Agency may, consistent with COMAR 21.11.03.13, take the following measures:

33.5.1 Verify that the certified MBEs listed in the MBE participation schedule actually are performing work and receiving compensation as set forth in the MBE participation schedule.

33.5.2 This verification may include, as appropriate:

33.5.2.1 Inspecting any relevant records of the contractor;

33.5.2.2 Inspecting the jobsite; and

33.5.2.3 Interviewing subcontractors and workers.

33.5.2.4 Verification shall include a review of:

33.5.2.4.1 The contractor's monthly report listing unpaid invoices over 30 days old from certified MBE subcontractors and the reason for nonpayment; and

33.5.2.4.2 The monthly report of each certified MBE subcontractor, which lists payments received from the contractor in the preceding 30 days and invoices for which the subcontractor has not been paid.

33.5.3 If the Agency determines that a contractor is in noncompliance with certified MBE participation goals, then the Agency will notify the contractor in writing of its findings, and will require the contractor to take appropriate corrective action. Corrective action may include, but is not limited to, requiring the contractor to compensate the MBE for work performed as set forth in the MBE participation schedule.

33.5.4 If the Agency determines that a contractor is in material noncompliance with MBE contract provisions and refuses or fails to take the corrective action that the Agency requires, then the Agency may:

33.5.4.1 Terminate the contract;

33.5.4.2 Refer the matter to the Office of the Attorney General for appropriate action; or

33.5.4.3 Initiate any other specific remedy identified by the contract, including the contractual remedies required by this Directive regarding the payment of undisputed amounts.

33.5.5 Upon completion of the contract, but before final payment or release of retainage or both, the contractor shall submit a final report, in affidavit form under the penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

34. Parent Company Guarantee (If Applicable)

[Corporate name of Parent Company] hereby guarantees absolutely the full, prompt and complete performance by "[Contractor]" of all the terms, conditions and obligations contained in this Contract, as it may be amended from time to time, including any and all exhibits that are now or may become incorporated hereunto, and other obligations of every nature and kind that now or may in the future arise out of or in connection with this Contract, including any and all financial commitments, obligations and liabilities. "[Corporate name of Parent Company]" may not transfer this absolute guaranty to any other person or entity without the prior express written approval of the State, which approval the State may grant, withhold, or qualify in its sole and absolute subjective discretion. "[Corporate name of Parent Company]" further agrees that if the State brings any claim, action, suit or proceeding against "[Contractor]", "[Corporate name of Parent Company]" may be named as a party, in its capacity as Absolute Guarantor.

IN WITNESS THEREOF, the parties have executed this Contract as of the date hereinabove set forth.

Brekford Corporation

DEPARTMENT OF INFORMATION
TECHNOLOGY

By: C Breckin

By: [Signature]

Date 10/15/2012

Date 11/14/12

Witness [Signature]

Witness [Signature]

Approved for form and legal sufficiency this 25th day of October 2012

[Signature]
Assistant Attorney General

APPROVED BY BPW: 11/14/12
(Date)

4-IT
(BPW Item #)

Contract Affidavit

A. AUTHORITY

I HEREBY AFFIRM THAT:

I, C.B. BRECHIN (print name), possess the legal authority to make this Affidavit.

B. CERTIFICATION OF REGISTRATION OR QUALIFICATION WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

I FURTHER AFFIRM THAT:

The business named above is a (check applicable box):

- (1) Corporation — ☒ domestic or ☐ foreign;
- (2) Limited Liability Company — ☐ domestic or ☐ foreign;
- (3) Partnership — ☐ domestic or ☐ foreign;
- (4) Statutory Trust — ☐ domestic or ☐ foreign;
- (5) ☐ Sole Proprietorship.

and is registered or qualified as required under Maryland Law. I further affirm that the above business is in good standing both in Maryland and (IF APPLICABLE) in the jurisdiction where it is presently organized, and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation. The name and address of its resident agent (IF APPLICABLE) filed with the State Department of Assessments and Taxation is:

Name and Department ID C.BRECHIN

Number: F11408911 Address: 7020 DORSEY RD, BLDG C HANOVER MD 21076

and that if it does business under a trade name, it has filed a certificate with the State Department of Assessments and Taxation that correctly identifies that true name and address of the principal or owner as:

Name and Department ID Number: _____

Address: _____

C. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of State Finance and Procurement Article, §13-221, Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies

during a calendar year under which the business is to receive in the aggregate \$100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, §§14-101 — 14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate \$100,000 or more shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

E. DRUG AND ALCOHOL FREE WORKPLACE

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head's designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations.)

I CERTIFY THAT:

(1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.

(2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:

(a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;

(b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;

(c) Prohibit its employees from working under the influence of drugs or alcohol;

(d) Not hire or assign to work on the contract anyone who the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;

(e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;

(f) Establish drug and alcohol abuse awareness programs to inform its employees about:

- (i) The dangers of drug and alcohol abuse in the workplace;
- (ii) The business's policy of maintaining a drug and alcohol free workplace;
- (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
- (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;

(g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §E(2)(b), above;

(h) Notify its employees in the statement required by §E(2)(b), above, that as a condition of continued employment on the contract, the employee shall:

- (i) Abide by the terms of the statement; and
- (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;

(i) Notify the procurement officer within 10 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;

(j) Within 30 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:

- (i) Take appropriate personnel action against an employee, up to and including termination; or
- (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and

(k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §E(2)(a)—(j), above.

(3) If the business is an individual, the individual shall certify and agree as set forth in §E(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.

(4) I acknowledge and agree that:

(a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;

(b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and

(c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

F. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgements contained in that certain Bid/Proposal Affidavit dated OCTOBER 15, 2012, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: 10/15/2012

By: C.B. BRECHIN (printed name of Authorized Representative and Affiant)

C Brechin (signature of Authorized Representative and Affiant)



Hyattsville City Council Agenda Item Report

Meeting Date: August 7, 2017

Submitted by: Douglas Holland

Submitting Department: Police Department

Item Type: Purchase

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

SUBJECT

Purchase of Motorola Radios

Motion #

HCC-17-FY18

Recommendation:

I move that the Mayor and Council authorize the purchase of Portable and Mobile Motorola Radios from Motorola Solutions for use by police officers and for police vehicles at a cost not to exceed \$35,000.

Lead Sponsor:

At the Request of the City Administrator

ATTACHMENTS

[Sole Source Memo Motorola Radios 7 24 2017.docx](#)

Summary Background:

The Hyattsville City Police (HPD) and all other police agencies in Prince Georges County currently use the Motorola mobile and portable radios for inter-operable public safety communications.

Motorola is a Sole Source provider for these radios and the only vendor that holds the Prince Georges County Contract #ARO No. C-0891-06. (90 Page Document Available Upon Request). The portable radio has a proprietary TDMA (Time Division Multiple Access Modulation Format) and no other radio manufacture works with this proprietary system. The radios are currently issued to all HPD officers and installed in all of our police vehicles.

Recommendation:

Recommend the Mayor and Council authorize funds from the FY 18 approved CIP, not to exceed \$35,000, from Line Item: 70-202-001-5662 / Capital Outlay, to purchase additional Radios (Along with Related Equipment, e.g., batteries).

Next Steps:

Purchase according to the City's procurement policy and approval of the City Treasurer.

Fiscal Impact:

Not to exceed \$35,000

City Administrator Comments:

Recommend support

Community Engagement:

N/A

Strategic Goals:

Goal 3 – Promote a Safe and Vibrant Community

Legal Review Required?

Complete



Hyattsville City Police Department

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



Candace B. Hollingsworth
Mayor

Douglas K. Holland
Chief of Police

Tracey Nicholson
City Administrator

DATE: July 10, 2017

TO: Ron Brooks
City Treasurer

Julius Wiggins
Supervisor Contracts/Grants/Procurement

THROUGH: Chief Holland
Chief of Police

FROM: Lt. Chris Purvis

RE: Purchase of Motorola Radios / Sole Source Vendor

Motorola is the only vendor that holds the Prince Georges County Contract #ARO No. C-0891-06. (90 Page Document Available Upon Request) The portable radio we use uses a proprietary TDMA (Time Division Multiple Access Modulation Format) which is only available from Motorola. There is no other radio manufacture that will work with this proprietary system. These radios are currently being used by every police officer in the Hyattsville City Police Department.





Hyattsville City Council Agenda Item Report

Meeting Date: August 7, 2017

Submitted by: Douglas Holland

Submitting Department: Police Department

Item Type: Purchase

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

SUBJECT

Purchase Mobile Data Terminals (Laptop Computers & Related Equipment)

Motion #

HCC-18-FY18

Recommendation:

I move that the Mayor and Council authorize the expenditure of FY-2018 Capital Improvement Plan funds, in an amount not to exceed \$45,000, for the purpose of purchasing additional MDT's and related equipment from Brekford Corporation.

Lead Sponsor:

At the Request of the City Administrator

ATTACHMENTS

Summary Background:

The Police Department currently uses the Panasonic Toughbook as a MDT, as well as, an Automatic Vehicle Locator (AVL), and word processor. The Panasonic Toughbook is a mobile device that officers use in their police cars to receive calls for service and communicate with dispatchers and other officers. The officers also use the MDT's to produce paperless police reports. The MDT's have a life cycle of approximately five (5) years.

The City intends to continue to purchase the Panasonic Mobile Data Terminals from Brekford Corporation. Brekford Corporation holds the State of Maryland contract for Desktop, Laptop (MDT) and Tablets using blanket Purchase Order Number: 060B5400007.

Recommendation:

Recommend the Mayor Council approve the expenditure of funds from the FY 18 CIP not to exceed \$45,000, Line item: 70-202-001-5664 / Capital Outlay, to purchase additional MDT's and related equipment.

Next Steps:

Purchase according to the City's procurement policy and approval of the City Treasurer.

Fiscal Impact:

Not to exceed \$45,000

City Administrator Comments:

Recommend support

Community Engagement:

N/A

Strategic Goals:

Goal 3 – Promote a Safe and Vibrant Community

Legal Review Required?

N/A



Hyattsville City Council Agenda Item Report

Meeting Date: August 7, 2017

Submitted by: Douglas Holland

Submitting Department: Police Department

Item Type: Purchase

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

SUBJECT

Purchase of CCTV Cameras and Equipment

Motion #

HCC-19-FY18

Recommendation:

I move that the Mayor and Council authorize the expenditure of an amount not to exceed \$35,000 from the FY-2018 Capital Improvement Plan for the purchase of additional CCTV cameras and related equipment from J&M Security Solutions.

Lead Sponsor:

At the Request of the City Administrator

ATTACHMENTS

Summary Background:

The City has 20 CCTV camera's located in key and strategic areas of the City. The cameras serve as a critical tool for investigators and have proven to be a deterrent to crime.

J & M Security Solutions provides maintenance support to the CCTV system and is on a four year contract to provide system oversight, equipment, maintenance, repair and software updates as needed.

Recommendation:

Recommend the Mayor and Council approve an amount not to exceed \$35,000, Line item: 70-202-001-5678 / Capital Outlay, to purchase additional CCTV cameras and related equipment. Funds were budgeted and approved in the FY 18 Capital Improvement Budget.

Next Steps:

Purchase in accordance with the City's procurement policy.

Fiscal Impact:

Not to exceed \$35,000

City Administrator Comments:

Recommend support

Community Engagement:

N/A

Strategic Goals:

Goal 3 – Promote a Safe and Vibrant Community

Legal Review Required?
Complete



Hyattsville City Council Agenda Item Report

Meeting Date: August 7, 2017

Submitted by: Douglas Holland

Submitting Department: Police Department

Item Type: Grant

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

SUBJECT

Pedestrian Enforcement Grant Award from the Maryland Highway Safety Office

Motion #

HCC-20-FY18

Recommendation:

I move that the Mayor and Council amend the FY18 budget to accept and appropriate a grant award in the amount of \$750 from the Maryland Highway Safety Office for the purpose of providing overtime funding for the enforcement of traffic laws related to pedestrian safety.

Lead Sponsor:

At the Request of the City Administrator

ATTACHMENTS

[Pedestrian Enforcement Award.pdf](#)

Summary Background:

At the City Council meeting on November 7, 2016 the Mayor and Council approved motion #66-11-FY17 amending the FY17 budget to accept and appropriate a grant award in the amount of \$3,800 from the Maryland Highway Safety Office for the purpose of providing overtime funding for the enforcement of motor vehicle laws.

On July 7, 2017 the Maryland Highway Safety Office notified the Police Department that a grant modification had been approved and the Department had been awarded an additional \$750.00 to be used for overtime funding for enforcement of motor vehicle laws related to pedestrian enforcement. The funds must be expended by September 30, 2017.

Next Steps:

Proceed and complete enforcement activities prior to September 30, 2017.

Fiscal Impact:

An additional appropriation and expenditure not to exceed \$750

City Administrator Comments:

Recommend Approval

Community Engagement:

N/A

Strategic Goals:

Goal 3 – Promote a Safe and Vibrant Community

Legal Review Required?

N/A

How Was My Service Today: Please provide feedback by calling our Customer Service line at 240-487-1706

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The information contained in this communication may be confidential, is intended only for the use of the recipient named above, and may be legally privileged. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication, or any of its contents, is strictly prohibited. If you have received this communication in error, please re-send this communication to the sender and delete the original message and any copy of it from your computer system. Thank you.

Sign up for email/text updates at www.hyattsville.org/notifyme

From: Frank DonBullian
Sent: Friday, July 7, 2017 1:54:18 PM
To: Douglas Holland; Tracey Nicholson; Amal Awad
Subject: Fwd: Pedestrian Enforcement Award

We originally had zero money in this category. We requested funding based on several factors to include previously targeted pedestrian safety zones and review of accidents involving pedestrians. The reward is not much, but it's a start!

*Lieutenant F. DonBullian # L-103
Patrol Services Commander*

Begin forwarded message:

Maryland Highway Safety

→ **From:** Rich Mioduszewski <rmioduszewski@mdot.state.md.us>
Date: July 7, 2017 at 12:35:41 EDT
To: Frank DonBullian <fdonbullian@hyattsville.org>, Chris Evans <cevans@hyattsville.org>
Cc: John Hipps <jhipps@mdot.state.md.us>
Subject: Pedestrian Enforcement Award

Good Afternoon,

Congratulations! You have been awarded a Pedestrian enforcement grant in the amount of \$750. The money will have to be used in the fourth quarter of 2017 (September 30th). Below are instructions for completing a Project modification request.

Log in to SHARP
My Proposals
Choose your grant
View, Edit, Complete
Scroll down to Project Modification Request
Type of Modification - Increase in Funding
Law Enforcement Overtime - award amount
Complete Reason for Project Modification - Place details of plan from letter in this section



Hyattsville City Council Agenda Item Report

Meeting Date: August 7, 2017

Submitted by: Douglas Holland

Submitting Department: Police Department

Item Type: Budget

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

SUBJECT

Cost Reimbursement Agreement Between the United States Secret Service and the City of Hyattsville Police Department

Motion #

HCC-21-FY18

Recommendation:

I move that the Mayor and Council approve a Cost Reimbursement from the United States Secret Service and the City of Hyattsville Police Department, and authorize the City Administrator to execute the reimbursement agreement, and amend the FY18 budget to accept and appropriate a reimbursement in an amount not to exceed \$1,500 from the United States Secret Service for the purpose of overtime payment or equipment purchase related to the National Region Fraud Task Force.

Lead Sponsor:

At the Request of the City Administrator

ATTACHMENTS

[USSS Reimbursement Agreement.pdf](#)

Summary Background:

The Hyattsville City Police Department (HPD) has had a member of the Department assigned as a liaison to the United States Secret Service National Capital Region Fraud Task Force for many years. Participation on the Task Force provides resources to HPD for certain investigations. The Department's participation has been limited to attendance at several meetings per year. The agreement allows the City to request reimbursement for overtime expenses or to purchase equipment related to fraud investigations. The expenditure amount for this year is \$1,500.00

Next Steps:

Purchase according to the City's procurement policy and approval of the City Treasurer.

Fiscal Impact:

An additional appropriation and expenditure not to exceed \$1,500

City Administrator Comments:

Recommend Approval

Community Engagement:

N/A

Strategic Goals:

Goal 3 – Promote a Safe and Vibrant Community

Legal Review Required?

Complete



Revised 12/98

The Department of the Treasury
LOCAL, COUNTY, AND STATE LAW ENFORCEMENT AGENCY
REQUEST FOR REIMBURSEMENT OF JOINT OPERATIONS EXPENSES

TO: _____ ATF _____ CUSTOMS _____ IRS _____ SECRET SERVICE _____

OCDETF CASE ☐ YES ☐ NO

OCDETF CASE # _____

TFF TRACKING NUMBER

NAME OF AGENCY: _____

TAX ID. NUMBER: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE NO: _____

DATES FOR WHICH THE REIMBURSEMENT IS REQUESTED: _____

FROM: _____

TO: _____

OVERTIME EXPENSES

NAME OF OFFICER	TITLE	HOURS WORKED	HOURLY RATE	TOTAL
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

TOTAL OVERTIME AMOUNT REQUESTED

\$0.00

TOTAL NUMBER OF REGULAR HOURS WORKED DURING THIS BILLING PERIOD(S) ON CASES WHICH OVERTIME WAS REQUESTED BY THE OFFICERS LISTED ABOVE. _____ 0.00 HOURS

OTHER EXPENSES

PURPOSE AND OR TYPE OF EXPENSE	TOTAL
TOTAL OTHER EXPENSE REQUESTED	\$0.00
TOTAL REIMBURSEMENT REQUESTED	\$0.00

certify that the information provided above is accurate and represents actual costs incurred by this agency

(Requesting Agency)

NAME

TITLE

SIGNATURE

DATE

TREASURY AGENT REVIEW

SIGNATURE

DATE

EOAF APPROVAL

DATE

EOAF APPROVAL

DATE

NOTE: OCDETF CASES - A COPY OF THIS DOCUMENT SHALL BE SENT TO THE AGENCY CORE CITY COORDINATOR



U.S. Department of Homeland Security
UNITED STATES SECRET SERVICE

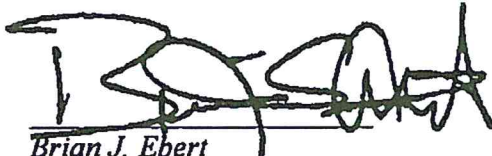
***COST REIMBURSEMENT AGREEMENT
BETWEEN THE UNITED STATES SECRET SERVICE AND
THE CITY OF HYATTSVILLE, MD POLICE DEPARTMENT***

The United States Secret Service (USSS) has been authorized to pay overtime for the detective(s) assigned to the formalized National Capital Region Fraud Task Force (NCRFTF) as set forth below for expenses necessary for detection, investigation and prosecution of crimes against the United States. It is hereby agreed between the USSS and the City of Hyattsville, MD Police Department (HPD), 4310 Gallatin Street, Hyattsville, MD 20781, tax ID#52-6000797.

- 1) Commencing on October 1, 2016 the USSS will, subject to the availability of the required funding, reimburse the HPD for overtime payments to the detective(s) assigned full time to the NCRFTF.*
- 2) Requests for reimbursement will be made on a monthly basis and should be forwarded to the USSS Headquarters as soon as practical after the first of the month, which follows the month the reimbursement is requested. Such requests should be forwarded by the Supervisor of the Hyattsville Police Department to the NCRFTF Supervisor for review, approval and submission.*
- 3) Payments for overtime reimbursement, training and equipment will be made directly to the HPD by the USSS. All reimbursement payments are made by electronic fund transfer (EFT). An ACH vendor/Miscellaneous Payment Enrollment Form (ACH) must be on file with the USSS to facilitate payment.*
- 4) Overtime reimbursement for officers fully assigned to the NCRFTF will be calculated at the usual rate for which the individual officer's time would be compensated in the absence of this agreement, up to a yearly maximum of \$15,000 per officer. The maximum reimbursement provided for this fiscal year (2017) for HPD is \$1,500.00.*
- 5) Each request for reimbursement will include the name, rank, ID number, overtime compensation rate, and number of reimbursable hours, claimed and the dates of those hours for each detective for whom reimbursement is sought. Each reimbursement request must be accompanied by a certificate signed by an appropriate Supervisor of the Department that the request has been personally reviewed, that the information described in the paragraph is accurate, and the personnel for whom reimbursement is claimed were assigned full time to the NCRFTF.*
- 6) Each request for reimbursement will include: an invoice date, taxpayer identification number (TIN) and the correct banking information to complete the electronic fund transfer. The necessary banking information is the Depositor Account Title, Bank Account Number, Routing Number, and Type of Account (checking, savings or lockbox). If the banking information*

changes, a new ACH Vendor/Miscellaneous Payment Enrollment Form must be submitted to the USSS.

- 7) Per TEOAF guidelines a 25% expense rate is due no later than February 2, 2017, 50% by April 20, 2017, 75% by July 6, 2017 and 100% by September 15, 2017 of your departments allotted amount. Additional amounts can be spent at earlier dates but we must meet these minimum spending amounts by the dates listed. Failure to do so will result in your department's allocation being re-allocated to other departments or back to TEOAF.
- 8) This agreement may be modified at any time by written consent of the parties. This agreement may be terminated unilaterally at any time by the USSS and will not extend beyond September 30, 2017. Requests for reimbursement must be received by the USSS no later than September 15, 2017 to be payable.


 Brian J. Ebert
 Special Agent in Charge
 United States Secret Service
 Washington Field Office

5/3/17
 Date


 Douglas K. Holland
 Chief of Police
 City of Hyattsville, MD Police Department

6/25/17
 Date



Hyattsville City Council Agenda Item Report

Meeting Date: August 7, 2017

Submitted by: Douglas Holland

Submitting Department: Police Department

Item Type: Purchase

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

SUBJECT

Purchase of RADAR & LIDAR Speed Measuring Devices

Motion #

HCC-22-FY18

Recommendation:

I move that the Mayor and Council authorize the expenditure of FY-2018 Police Department Capital Improvement Plan funds, in an amount not to exceed \$5,000, for the purchase of purchasing RADAR and LIDAR equipment from Brekford Corporation under existing Maryland State Contract BPO# 060B2490022.

Lead Sponsor:

At the Request of the City Administrator

ATTACHMENTS

Summary Background:

The Police Department is required to monitor and enforce speed violations throughout the City of Hyattsville. This enforcement is routinely done using RADAR equipment. Unfortunately, the City's current RADAR / LIDAR equipment is aging and needs to be replaced.

The FY18 budget includes funding authorization to upgrade current RADAR / LIDAR Speed Measuring units.

Brekford Corporation holds the Maryland State contract for Hardware and Associated Equipment under BPO# 060B2490022. The Hyattsville Police Department has benefited from that contract and has used Brekford Corporation to purchase and install emergency equipment, (lighting & sirens), prisoner cages, K-9 cages and other police related equipment.

Next Steps:

Purchase according to the City's procurement policy and approval of the City Treasurer.

Fiscal Impact:

Not to exceed \$5,000

City Administrator Comments:

Recommend Approval

Community Engagement:

Continued traffic enforcement activities

Strategic Goals:

Goal 3 – Promote a Safe and Vibrant Community

Legal Review Required?

N/A



Hyattsville City Council Agenda Item Report

Meeting Date: August 7, 2017

Submitted by: Douglas Holland

Submitting Department: Police Department

Item Type: Budget

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

SUBJECT

Surplus Property: Three Police Mountain Bikes

Motion #

HCC-23-FY18

Recommendation:

I move that the Mayor and City Council declare the following Police mountain bicycles to be surplus and sold to the public through the on-line vendor www.govdeals.com.

- White Raleigh Mountain Bike serial # P916590364
- White Trek Mountain Bike serial # 1678360
- Black Trek SLR Mountain Bike serial # WW1812593

Lead Sponsor:

At the Request of the City Administrator

ATTACHMENTS

[Surplus Mountain Bikes.pdf](#)

Summary Background:

See attached memorandum

Next Steps:

Place the bicycles on the internet public auction site.

Fiscal Impact:

Small amount of revenue generated by the sale of the bicycles

City Administrator Comments:

Recommend Approval

Community Engagement:

N/A

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



73

Candace B. Hollingsworth
Mayor

Douglas K. Holland
Chief of Police

Tracey Nicholson
City Administrator

DATE: March 22, 2017

TO: Chief Douglas Holland

FROM: Cpl. Scott Ratty

RE: Police Patrol Bikes / Justification for surplus

With the recent purchase of 4 Felt mountain bikes to upgrade our bike fleet we are in need of removing old bikes from the fleet. The bikes being recommended for surplus are very old, in poor condition and are not currently being used. Repair of these bikes would be costly and is not recommended. I recommend the following bikes be taken out of service:

1. White Raleigh Mountain Bike #5 S/N P916590364
2. White Trek Mountain Bike #11 S/N 1678360
3. Black Trek SLR Mountain Bike #5 S/N WW1812593





Hyattsville City Council Agenda Item Report

Meeting Date: August 7, 2017

Submitted by: Jake Rollow

Submitting Department: Community Services

Item Type: Legislative

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

SUBJECT

Cable Studio Renovation Purchase - B&H Photo

Motion #

HCC-24-FY18

Recommendation:

I move that the Mayor and Council authorize payment to B&H Photo to purchase equipment as part of the cable studio renovation at a cost not to exceed \$11,000.

Lead Sponsor:

At the Request of the City Administrator

ATTACHMENTS

Summary Background:

This purchase request is part of the lifecycle replacement program and upgrading video equipment in FY18. Staff is seeking Council approval to pay for new equipment in the cable studio and Council Chambers. The work will take place this summer during the break between Council meetings.

Most of the components of the City's video system - used primarily to record and broadcast Council meetings, have reached the end of their lifecycle. Many components are more than five years old, and some are more than 10 years old. This has caused increased technical issues over the past few years.

The FY18 budget includes \$200,000 from PEG funds for video equipment lifecycle replacement and upgrades. PEG funds are paid to the City by Verizon, and can be used to support our cable/video system. No taxpayer dollars will be spent on replacement equipment and upgrades.

The new equipment will enable the City to record in high definition and will simplify the recording processes behind the scenes. Additionally, funds will be used to improve the audio and lighting in Council Chambers which will ultimately improve the quality of our broadcasts.

Next Steps:

Authorize purchase and begin upgrades.

Fiscal Impact:

Not to exceed \$11,000 (non-taxpayer-dollars)

City Administrator Comments:

Recommend Approval

Community Engagement:

The video system is an integral part of community engagement.

Strategic Goals:

Goal 1 – Ensure Transparent and Accessible Governance

Legal Review Required?

N/A



Hyattsville City Council Agenda Item Report

Meeting Date: August 7, 2017

Submitted by: Laura Reams

Submitting Department: City Clerk

Item Type: Proclamation

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

SUBJECT

Proclamation in Honor of Cicely Archer

Motion #

HCC-27-FY18

Recommendation:

I move that the Mayor and Council adopt a proclamation in honor of resident Cicely Archer on the occasion of her ninetieth birthday.

Lead Sponsor:

Hollingsworth

ATTACHMENTS

[Proclamation Recognizing Cicely Archer.pdf](#)

Summary Background:

This proclamation recognizes Cicely Archer, a twenty-eight-year resident of the City of Hyattsville who recently has celebrated ninety years of life among family, friends, and our community.

Next Steps:

N/A

Fiscal Impact:

N/A

City Administrator Comments:

Recommend Approval

Community Engagement:

N/A

Strategic Goals:

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

Legal Review Required?

N/A



**PROCLAMATION RECOGNIZING CICELY ARCHER
ON THE OCCASION OF HER NINETIETH BIRTHDAY**

This proclamation recognizes Cicely Archer, a twenty-eight-year resident of the City of Hyattsville who recently has celebrated ninety years of life among family, friends, and our community.

WHEREAS, Cicely Archer was honored and celebrated by family and friends in late July of this year on the occasion of her ninetieth birthday;

WHEREAS, she emigrated from Georgetown, Guyana and has made the Hyattsville community her home for the past twenty-eight years;

WHEREAS, she is a proud mother to five: Marion, Philip, Sharon, Sandra, and Randy; in addition to being a grandmother to thirteen grandchildren and a great-grandmother to thirteen great-grandchildren;

WHEREAS, she is a member of St. Michael & All Angels Church in Adelphi, Maryland;

WHEREAS, she is also an avid reader and passionate crossword puzzle player, a zealous watcher of many sports—including tennis, soccer, basketball, and football—and a devoted fan of the Washington Redskins.

NOW, THEREFORE BE IT RESOLVED, that the City of Hyattsville recognizes Cicely Archer on the occasion of her ninetieth birthday, with sincere congratulations and best wishes for many more years of a life filled with love.

Candace B. Hollingsworth
Mayor
City of Hyattsville

August 7, 2017



Hyattsville City Council Agenda Item Report

Meeting Date: August 7, 2017

Submitted by: Lesley Riddle

Submitting Department: Public Works

Item Type: Purchase

Agenda Section: Action Items (8:30 p.m. - 8:40 p.m.)

SUBJECT

PEPCO Lighting Retrofit (10 minutes)

Motion #

HCC-25-FY18

Recommendation:

I move that the Mayor and Council approve the expenditure of funds from the FY-18 Capital Improvements Budget to allow PEPCO to retrofit the existing lighting to LED lighting in the Phase Two project area of Hyattsville, costs not to exceed \$250,000.

Lead Sponsor:

At the Request of the City Administrator

ATTACHMENTS

Summary Background:

The City is prepared to begin Phase 2 of the West Hyattsville Lighting Upgrades. In March, 2015, Charles P. Johnson and Associates (CPJ) completed a comprehensive Lighting and Pedestrian Safety study. As expected, the study indicated that there were deficiencies with the amount of lighting, the quality of lighting and amount of coverage provided. The study recommended as an initial course of action, retrofitting existing lighting fixtures to LED to improve overall lighting conditions, luminance, and illumination levels. This requires review, analysis and cost proposals from Pepco. The proposals were received last week.

Phase 1 was completed and consisted of 21 new lights and 73 upgrades to existing lights. The total cost was \$94,710.62 (See Phase One map).

Phase 2

All of the site evaluation and inspections for Phase 2 was completed by the staff in January. Due to the size of the project area and the amount of data to record, the staff separated phase 2 into two segments, segment 2.0 and segment 2.1. The two segments will be completed simultaneously.

Cost proposals from Pepco for 146 lights for LED conversion and 40 new LED lighting and poles should not exceed \$249,201.00.

Phase 3

With the findings from the CPJ study we will continue to evaluate the remainder of the street lights in residential areas beyond West Hyattsville. Phase Three will include areas from 38th Avenue to the City boundary on the East, and from Jefferson to the City boundary to the south.

Next Steps:

With the Council's approval, staff will coordinate Pepco to install all LED lighting within the Phase 2 scope of work.

Fiscal Impact:

Not exceed \$250,000, Capital Improvements Budget

City Administrator Comments:

Recommend Approval

Community Engagement:

No community meetings are scheduled at this time.

Strategic Goals:

Goal 3 – Promote a Safe and Vibrant Community

Legal Review Required?

N/A



Hyattsville City Council Agenda Item Report

Meeting Date: August 7, 2017

Submitted by: Lesley Riddle

Submitting Department: Public Works

Item Type: Purchase

Agenda Section: Discussion Items (8:40 p.m. - 9:10 p.m.)

SUBJECT

Vehicle Purchase for Department of Public Works (10 minutes)

Motion

Discussion, Scheduled for Consent on 9/18

Recommendation:

Lead Sponsor:

At the Request of the City Administrator

ATTACHMENTS

[Memo - Vehicle Purchase FY2018.docx](#)

[20160205095733878.pdf](#)

[Altec Bid Proposal.pdf](#)

[Altec Mayor and Council.pdf](#)

[City of Hyattsville NJPA Quote \(2\).pdf](#)

[City of Hyattsville-AT200A-Quote356249-3.pdf](#)

[Hyattsville CK25943.pdf](#)

[ITB B1620.17 Telescopic Basket Truck.pdf](#)

[NJPA_Joint_Powers_Agreement_2016.pdf](#)

Summary Background:

Many of our DPW vehicles are at or beyond recommended depreciation due to aging or continued maintenance. Four of our trash trucks over 12 years of age and require significant repairs. As a result, we plan to begin a systematic replacement of our fleet and are prepared to purchase the below listed vehicles as presented and approved during the FY2018.

1) A new trash truck to replace the 15 year old Solid Waste Divisions truck SW63 at a cost NTE \$190,000.00. We plan to purchase this vehicle through a collective purchasing agreement with National Joint Powers Alliance Purchasing Program (NJPA). They have a free membership for qualifying organizations and can offer the City a 10% savings on the final cost of large vehicle purchases and other equipment.

2) A new pick-up truck to replace Parks Division PK39. The current truck is over 13 years old, beyond the recommended depreciation, and has had considerable down time due to electrical issues as well as alternator and cooling system failures. Currently the best investment for a pick-up is the Chevrolet Silverado 2500 Heavy Duty Series. The truck is durable, easy to repair and more economical than other brands of pick-up trucks. If the City purchases the truck through Criswell Chevrolet we can obtain additional cost savings by riding off the Montgomery County contract. The cost of the new pickup truck would not exceed \$52,000.00;

3) A bucket truck for use by the Parks Division and the Buildings and Grounds Division. The bucket truck would be a new addition to the DPW fleet. Purchasing this vehicle would help to offset the cost of contractors for banner replacement and installation, repair and maintenance of City owned pedestrian light poles, installation of seasonal decorations, maintenance and repair of City signs and facades, and tree trimming and maintenance throughout the City. Staff anticipates that a this purchase could result in a savings of up to \$100,000.00 in the first two years.

Staff researched the cost of purchasing a new versus used vehicle and overall costs for maintenance and repair of a new or used vehicles. Staff concluded that because of safety and durability of the boom and hydraulics related to the operating system, purchasing a new vehicle would be more cost effective. Additionally, staff looked at numerous vendors that have bucket trucks in their inventory and concluded that pricing off the lot was more expensive than utilizing a RFP solicitation from Hagerstown Maryland. Using the bid from Hagerstown would save the City at approximately 20% of the off the lot costs for this vehicle. The cost of this unit would not exceed \$71,000.00.

Next Steps:

With Council approval staff, will accrue the necessary bids for purchase of vehicles and equipment per the requirements of the City Procurement Policy. Once staff has solicited and procured all needed quotations for this equipment we will request approval of the City Treasurer for purchase. The combined purchases will not exceed \$313,000.00.

Fiscal Impact:

The purchase of the trucks for DPW is budgeted in the FY18 Capital Improvements Projects budget.

City Administrator Comments:

Recommend Support

Community Engagement:

N/A

Strategic Goals:

Ensure the Long-Term Economic Viability of the City

Legal Review Required?

N/A



City of Hyattsville

Memo

To: Tracey Nicholson, City Administrator
From: Lesley Riddle, Director of Public Works
Date: 6/20/2017
Re: Purchase of Vehicles for Department of Public Works FY2018

The purpose of this memorandum is to request the Mayor and City Council approve the purchase of three (2) replacement vehicles and one (1) new vehicle for Department of Public Works.

Background

During our review of the FY2018 budget we assessed our current fleet of vehicles at Public Works. We found that overall many of our vehicles are at or beyond the recommended depreciation.

Recommendation

Staff recommends the purchase of the following:

- Purchase of a new trash truck to replace the Solid Waste Divisions truck SW63 that is over 15 years old and beyond the recommended depreciation for this vehicle. We currently have four trash trucks that are all over 12 years of age and often have significant repairs needed due to the amount of travel time, and use that these vehicles get during the work week. We will need to invest over the next few years in replacing these trash trucks as each unit exceeds the depreciated value and use.

There are only two or three companies within the State of Maryland that sell the type of trash vehicle that we need for our volume of service. We have reached out to three firms and received three bid proposals for the replacement of our current trash truck. During our research, we found a collective purchasing agreement that would offer at least 10% savings on the final cost of this vehicle. National

Joint Powers Alliance Purchasing Program (NJPA) has a free membership for qualifying organizations and can offer the City savings on large vehicle purchases and other equipment. The City of College Park is a member of NJPA. The cost of a new trash truck would not exceed \$190,000.00.

- Purchase of a new pick-up truck to replace Parks Division PK39 that is over 13 years old and beyond the recommended depreciation for this vehicle. We have had to make multiple repairs to this unit with considerable down time. The repairs are due to electrical issues that stem from aftermarket (custom) alternator and cooling system failure.

Staff consistently research's new truck models so that we are purchasing the best model and value for the City. Currently the best investment has been with the Chevrolet Silverado 2500 Heavy Duty Series. The truck is durable, easy to repair and more economically priced then other brands of pick-up trucks. Also, through Criswell Chevrolet we can realize additional cost savings by riding off the current Montgomery County contract. The cost of the new pickup truck would not exceed \$52,000.00;

- Purchase of a bucket truck for use by Parks Division and Buildings and Grounds Division. The purchase of this vehicle would be a new addition to the DPW fleet. Purchasing this vehicle would help to offset the cost of contractors for the following tasks: banner replacement and installation, repair and maintenance of City owned pedestrian light poles, installation of holiday decorations and event banners, maintenance and repair of City signs and facades, and tree trimming and maintenance throughout the City. Staff anticipates that a budget savings of up to \$100,000.00 could be expected in the first one to two years utilizing this vehicle.

Staff researched the cost of purchasing a new versus used vehicle and overall costs for maintenance and repair of a new or used vehicle. Staff concluded that because of safety and durability of the boom and hydraulics related to the operating system, purchasing a new vehicle would be more cost effective. Additionally, staff looked at numerous vendors that have bucket trucks in their inventory and concluded that pricing off the lot was more expensive then utilizing a RFP solicitation from Hagerstown Maryland. Using the bid from Hagerstown would save the City at approximately 20% of the off the lot costs for this vehicle. The cost of this unit would not exceed \$71,000.00.

Next Steps

With Council approval staff, will accrue the necessary bids for purchase of vehicles and equipment per the requirements of the City Procurement Policy. Once staff has solicited and procured all needed quotations for this equipment we will request approval of the City Treasurer for purchase. All purchases will not exceed \$313,000.00.

Anticipated Staff Resources Required to Implement

Staff will research and facilitate all proposals and purchases of vehicles and equipment. Additionally, staff will assume that all equipment warranties and maintenance are strictly followed.

IFB #1022192

**MONTGOMERY COUNTY, MARYLAND
OFF-THE-LOT NEW VEHICLES CLASS 1-7
SOLICITATION, BID AND AWARD SHEET**

RETURN BID TO:
OFFICE OF PROCUREMENT
255 ROCKVILLE PIKE
SUITE 180
ROCKVILLE, MD 20850-4166

PART I: SOLICITATION (Invitation for Bids ("IFB"))

SEALED BIDS IN ORIGINAL AND ONE (1) COPY TO FURNISH THE SUPPLIES AND/OR SERVICES DESCRIBED ON THE ATTACHED QUOTATION SHEET(S) WILL BE RECEIVED UP TO 11:00 A.M. LOCAL TIME ON 11/08/2012. BIDS WILL BE PUBLICLY OPENED AT THE DATE AND TIME STATED. BIDS RECEIVED AFTER THE DATE AND TIME SPECIFIED WILL NOT BE CONSIDERED AND WILL BE RETURNED UNOPENED TO THE BIDDER. THE FOLLOWING ARE HEREBY INCORPORATED BY REFERENCE INTO AND MADE PART OF ANY CONTRACT AWARDED. In the event of any conflict among the provisions of the bid documents, or those documents comprising the resultant Contract, the conflict must be resolved by giving precedence to the below documents in the following order:

1. The "General Conditions of Contract Between County and Contractor", and the "Special Terms and Conditions" shown in Sections B and C of this document.
2. The "Instructions, Conditions and Notices" shown in Section A of this IFB.
3. The specifications/scope of work shown in Section D of this document.
4. All solicitation amendments.
5. All representations and certifications listed in this document.
6. This "Solicitation, Bid and Award Sheet" and the attached solicitation Quotation Sheet.

PART II-BID

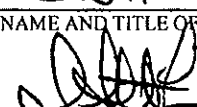
The Bidder, by signing this solicitation, agrees that the County has up to 120 calendar days from the bid opening date and time in which to make an award of this solicitation. The Bidder agrees that its prices and/or discounts for all desired goods and/or services shall remain firm for the above time period prior to contract award. Also, the Bidder agrees that all instructions, terms, conditions, specifications and amendments of this solicitation shall remain firm for the above time period prior to contract award.

The County's Standard Payment Terms are Net 30 Days. An optional prompt payment term is not required, but may be offered conditioned on the following basis: Only a prompt payment discount conditioned on a 30-day or greater payment basis will be utilized to recalculate bid prices for method of award purposes. Prompt payment discounts may be offered on a shorter payment basis and adopted by the County at time of award, but will not be considered for method of award purposes. Optional prompt payment terms: _____ % Net 30 Days (please insert, if any)

NAME AND SIGNATURE REQUIREMENTS FOR BIDS AND CONTRACTS

The correct legal business name of the bidder must be used. A trade name (i.e., a shortened or different name under which the firm does business) must not be used when the legal name is different. Corporations must have names that comply with State Law. The bidder's signature must conform to the following: All signatures must be made by an authorized officer, partner, manager, member, or employee. The signing of an offer or a contract is a representation and certification by the person signing that the person signing is authorized to do so on behalf of the offeror or contractor.

BIDDER'S CORRECT LEGAL BUSINESS NAME:	<u>CRISWELL CHEVROLET INC</u>	TELEPHONE NO.:	<u>301-948-5460</u>
ADDRESS:	<u>503 QUINCE ORCHARD ROAD GAITHERSBURG MD 20878</u>	TOLL FREE NO.:	
REMITTANCE ADDRESS: (If Remittance Address is Different from Above Address)		FAX NO.:	<u>301-948-1381</u>
BIDDERS E-MAIL ADDRESS:	<u>FLEET-MAN@MSN.COM</u>		

ACKNOWLEDGEMENT OF AMENDMENTS The bidder acknowledges receipt of amendments to the solicitation for offers and related documents numbered and dated as follows:		<u>SCOTT SILVERMAN FLEET SALES MANAGER</u> NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (TYPE OR PRINT):	
Amendment No./Date	Amendment No./Date	 SIGNATURE OF ABOVE PERSON:	<u>11/7/12</u> DATE:
<u>#1 10/26</u>			

PART III: AWARD (TO BE MADE BY THE COUNTY'S CONTRACTING OFFICER (OFFICE USE ONLY))

YOUR BID IS ACCEPTED AS TO THE FOLLOWING AND/OR AS ATTACHED TO THIS DOCUMENT:

YOUR CONTRACT NUMBER IS:

<u>PRIMARY: Line Items 1, 20 and 25</u>	<u>1022192</u>
---	----------------

MONTGOMERY COUNTY, MARYLAND

BY <u>MICHAEL A. THOMAS</u>	<u>Michael A. Thomas</u>	<u>2/8/13</u>
PRINTED NAME OF CONTRACTING OFFICER	SIGNATURE OF CONTRACTING OFFICER	AWARD DATE

QUOTATION SHEET

Bidder must offer a "Plus or Minus Dollars from the Factory Invoice" bid for factory(s) for which the bidder is a dealer in good standing (See SECTION C, Provision 48 AUTHORIZED DEALER. "Plus or Minus Dollars from the Factory Invoice" is the dollar amount that, when added to or subtracted from the factory invoice price with manufacturer-to-dealer destination costs, minus the greatest sum of any and 100% of all available concessions, additional concessions, manufacturer's government bid concession(s), marketing discounts, component discounts, dealer cash incentive programs, rebates, invoice adjustments, available tax credits or any and all discounts, listed or otherwise, is the amount the County will pay the Contractor for a vehicle. All such discounts shall be passed on to the County as itemized line item credit(s).

Please state your Plus or Minus Dollars from the Factory Invoice for new vehicles for any line item listed below corresponding to the Original Equipment Manufacturer for which you qualify as a Bidder. **Do not put any other markings on this Quotation Sheet. The presence of any other markings on this Quotation Sheet may cause your Bid to be rejected as non-responsive.**

Line ItemPlus or Minus Dollars from the Factory Invoice

Cars, Crossovers, Utility Vehicles, Pickup Trucks, Minivans, Cargo Vans, Passenger Vans & Chassis Cabs:

Class 1-3

#1	Chevrolet	\$ <u>-310⁰⁰</u>
#2	Chrysler	\$ _____
#3	Dodge (does not include Ram)	\$ _____
#4	FIAT	\$ _____
#5	Ford (includes chassis cabs)	\$ _____
#6	GMC	\$ _____
#7	Honda	\$ _____
#8	Hyundai	\$ _____
#9	Jeep	\$ _____
#10	Kia	\$ _____
#11	Mazda	\$ _____
#12	Mitsubishi (Class 1-3)	\$ _____
#13	Nissan	\$ _____
#14	Ram (includes chassis cabs)	\$ _____
#15	smart	\$ _____

QUOTATION SHEET (Continued)

<u>Line Item</u>	<u>Plus or Minus Dollars from the Factory Invoice</u>
#16 Toyota	\$ _____
 Class 4-7 Chassis Cabs:	
#17 Freightliner	\$ _____
#18 HINO	\$ _____
#19 International	\$ _____
#20 Isuzu	\$ <u>+500⁰⁰</u>
#21 Kenworth	\$ _____
#22 Mitsubishi Fuso	\$ _____
#23 Peterbilt	\$ _____
#24 UD Trucks	\$ _____
#25 Chevrolet	\$ <u>-310⁰⁰</u>
#26 GMC	\$ _____

SUBCONTRACTING

If you will be using a subcontractor to perform any of the work listed herein, please list below the firm's name and the portion of the work that will be provided by the subcontractor:

Portion of the work: _____

Name of Subcontractor: _____

Address: _____

Telephone #: _____

during the contract period. Should the Contractor lose dealer status at any time during the contract period, for any manufacturer(s) under contract, the County must be notified within fifteen (15) working days. That item of the contract will be automatically cancelled with no further obligation by the county.

49. MODEL YEAR BUILD OUT

If the manufacturer ceases production due to commodity shortages or reaches model year "build out" after the issuance of a Purchase Order, the County may either agree to accept the subsequent model year production version of the same vehicle, provided that the vehicle being offered is substantially of the same dimensions, performance, fuel system, mechanical features, and safety features, or cancel the Purchase Order. If the County chooses to accept and Contractor agrees to deliver vehicle(s) of the subsequent model year manufacturer production, the price of the vehicle as stated on the Purchase Order must not be changed.

50. NEW MODELS

Introduction of new vehicle models not yet in commercial production by the original equipment manufacturer at contract inception must be subject to all terms, conditions, specifications, and pricing for the contract term in which new vehicle model is introduced, WITH THE EXCEPTION of plug-in electric vehicles, hybrid-electric vehicles, and vehicles with original equipment manufactured powertrains with fuel systems other than gasoline, gasoline blends, diesel, and biodiesel. Vehicles with these exceptional fuel systems are not included in this contract.

51. EQUIPMENT PREPARATION & GOOD DELIVERY

Good delivery to the County must include vehicle(s) with completed pre-delivery inspection and properly serviced, cleaned, washed and in operating condition in accordance with manufacturer's specifications, proper operation of all accessories, gauges, lights, mechanical, emissions, and electrical systems, and all attachments completely assembled, thoroughly tested and ready for operation upon delivery. With the exception of upfit vehicles, delivered vehicles with over 200 odometer miles will not be accepted. Delivery must include: No less than Thirty (30) Day Temporary Registration Tag with Day #1 being the day of delivery to the County, two sets of keys, Owner's Manual, Odometer Statement, Certificate of Origin, and Maryland Application for Certificate of Title MVA Form VR-005. Any costs associated with delivery is the responsibility of the Contractor and must be taken into consideration while bidding. No dealer identification is to be affixed to any new units.

52. DEALER ADD-ON'S

The County will accept no mark-up of manufacturer, remanufacturer, distributor, installer or dealer invoice for any vehicle parts, chemicals, tools, equipment and accessories added to a vehicle after the sale of the vehicle by the original equipment manufacturer (OEM) to the Contractor dealer. Examples include but are not limited to: bed liners, mud flaps, floor mats, decals and striping, electronic and entertainment equipment, aftermarket wheels, paint protection treatment, window tinting, fabric stain protection, theft protection including window etching, tool boxes, tonneau covers, step bars, running boards and towing equipment. A copy of the factory invoice(s) must be included with all vehicle quotations. The County reserves the right to require Contractor to demonstrate that factory invoice pricing is fair and reasonable.

53. FACTORY ORDER PRICE PROTECTION

When making a vehicle purchase, it is the intent of the County that factory orders shall have "price protection", not to increase, from date of Purchase Order(s) to time of satisfactory vehicle delivery to the County. The "date of Purchase Order" is the date on which the Purchase Order is signed by the Office of Procurement. "Price protection" however, must not compromise the ability for the actual purchase price to be reduced, up to and including the date of delivery, because of any new or existing manufacturer/distributor programs being adjusted/enhanced/introduced. When the contractor's manufacturer increases the price of a vehicle after the purchase order has been issued, but before the vehicle is delivered, the County has the option of either cancelling the purchase order or accepting the price increase by issuance of a Change Order. The notifications to the purchasing entity of these, or any changes, are

the responsibility of the Contractor. All quotes shall be itemized. All quotes may be subject to audit by the Contract Administrator or designee.

54. OFF-THE-LOT PRICE PROTECTION

Quotes for new vehicles that are "on the lot", that is, available for sale to the general buying public, shall be "price protected" for THIRTY (30) calendar days. "Price protection" however, must not compromise the ability for the actual purchase price to be reduced, up to and including the date of delivery, because of any new or existing manufacturer/distributor programs being adjusted/enhanced/introduced. The notifications to the purchasing entity of these, or any changes, are the responsibility of the Contractor. All quotes shall be itemized. All quotes may be subject to audit by the Contract Administrator or designee.

55. MANUFACTURER'S WARRANTY SUBMISSIONS/WARRANTY PERIOD

The bidder must provide a detailed listing of all items covered by the manufacturer, under the provision of warranty, in miles and time, for each vehicle type. These documents must be received within ten (10) working days after the date of the County's written notification of intent to award a Contract. Parts and labor must be covered 100% for the entire warranty period. The warranty must include the shipping of replacement parts and assemblies to the original County delivery location. In addition, when the County elects to have the work performed by the Contractor, the cost of the labor involved in the replacement of the defective parts or assemblies will be borne by the Contractor. Warranty period begins on the in-service date and not the date of delivery to the County.

56. SDAT CERTIFICATE OF STATUS

The bidder must provide proof of a Maryland Trader's License issued by the Maryland State License Bureau, within ten (10) working days after date of the County's written notification of to award a contract. A current Certificate of Good Standing from the Maryland Department of Assessments & Taxation, (accessible at <http://www.dat.state.md.us>) referred to as the SDAT Certificate of Status, or current evidence of Good Standing is sufficient proof. The legal requirement for the Trader's License can be found in the Business Regulation Article of the Annotated Code of Maryland, Section 17-1804. All bidders, domestic (Maryland) or foreign (non-Maryland) must be registered and qualify with the Maryland Department of Assessments & Taxation, per the Field Enforcement Division of the Office of the Comptroller, State of Maryland.

57. ORDER ROUTING

County Departments must route requests through the Department of General Services, Division of Fleet Management Services (DFMS). DFMS is responsible for determining the appropriate vehicle(s) to meet the County's needs. Only the Contract Administrator or designee may create orders on this contract.

58. ASSIGNMENT

Certificate of Origin and Title Application will be assigned as follows:
Montgomery County, Maryland
16630 Crabbs Branch Way
Rockville, MD 20855

59. TAX EXEMPTION

Montgomery County, Maryland is exempt from the State of Maryland Retail Sales Tax, Exemption Certificate Number 30001235 and Federal Excise Tax, Exemption Certificate Number 52-6000980.

60. SELF-INSURANCE

Montgomery County has been granted approval as a self-insurer in the State of Maryland having submitted satisfactory evidence of qualifications commensurate with the provisions as set forth in Section 17-103, Transportation Article, Annotated Code of Maryland and COMAR 11.18.02, Certificate Number S0054, effective February 1, 2012 and expiring January 31, 2013. Contractor may request updated certificates when completing Temporary Registration Tags.

END OF SECTION C – SPECIAL TERMS AND CONDITIONS

METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS RIDER CLAUSE
USE OF CONTRACT(S) BY MEMBERS COMPRISING THE METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS
PURCHASING OFFICERS' COMMITTEE.

- A. If authorized by the bidder(s), resultant contract(s) will be extended to any or all of the listed members as designated by the bidder to purchase at contract prices in accordance with contract terms.
- B. Any member utilizing such contract(s) will place its own order(s) directly with the successful Contractor. There shall be no obligation on the part of any participating member to utilize the contract(s).
- C. A negative reply will not adversely affect consideration of your bid.
- D. It is the awarded vendor's responsibility to notify the members shown below of the availability of the Contract(s).
- E. Each participating jurisdiction has the option of executing a separate contract with the awardee. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.
- F. The issuing jurisdiction shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardee.

In pricing section of contract:

BIDDER'S AUTHORIZATION TO EXTEND CONTRACT:

YES	NO	JURISDICTION
☒	☐	Alexandria, Virginia
☒	☐	Alexandria Public Schools
☒	☐	Alexandria Sanitation Authority
☒	☐	Arlington County, Virginia
☒	☐	Arlington County Public Schools
☒	☐	Bladensburg, Maryland
☒	☐	Bowie, Maryland
☒	☐	Charles County Public Schools
☒	☐	College Park, Maryland
☒	☐	Culpeper County, Virginia
☒	☐	District of Columbia
☒	☐	District of Columbia Courts
☒	☐	District of Columbia Public Schools
☒	☐	District of Columbia Water & Sewer Authority
☒	☐	Fairfax, Virginia
☒	☐	Fairfax County, Virginia
☒	☐	Fairfax County Water Authority
☒	☐	Falls Church, Virginia
☒	☐	Fauquier County Schools & Government, Virginia
☒	☐	Frederick, Maryland
☒	☐	Frederick County, Maryland
☒	☐	Gaithersburg, Maryland
☒	☐	Greenbelt, Maryland
☒	☐	Hemdon, Virginia
☒	☐	Leesburg, Virginia
☒	☐	Loudoun County, Virginia
☒	☐	Loudoun County Public Schools
☒	☐	Loudoun County Sanitation Authority
☒	☐	Manassas, Virginia
☒	☐	City of Manassas Public Schools

YES	NO	JURISDICTION
☒	☐	Manassas Park, Virginia
☒	☐	Maryland-National Capital Park & Planning Commission
☒	☐	Metropolitan Washington Airports Authority
☒	☐	Metropolitan Washington Council of Governments
☒	☐	Montgomery College
☒	☐	Montgomery County, Maryland
☒	☐	Montgomery County Public Schools
☒	☐	Northern Virginia Community College
☒	☐	OmniRide
☒	☐	Potomac & Rappahannock Transportation Commission
☒	☐	Prince George's County, Maryland
☒	☐	Prince George's County Public Schools
☒	☐	Prince William County, Virginia
☒	☐	Prince William County Public Schools
☒	☐	Prince William County Service Authority
☒	☐	Rockville, Maryland
☒	☐	Spotsylvania County Schools
☒	☐	Stafford County, Virginia
☒	☐	Takoma Park, Maryland
☒	☐	Upper Occoquan Sewage Authority
☒	☐	Vienna, Virginia
☒	☐	Virginia Railway Express
☒	☐	Washington Metropolitan Area Transit Authority
☒	☐	Washington Suburban Sanitary Commission
☒	☐	Winchester, Virginia
☒	☐	Winchester Public Schools

CRISWELL CHEVROLET

Vendor's Name

b. AWARD SUBMISSIONS:

The following checked (XX) items (each of which is described in detail in Section A, B, C, or D) and any related attachments to this solicitation, must be submitted within ten (10) working days after the date of the County's written notification of Intent to Award a Contract:

XX Proof of a Maryland Trader's License (See provision C.56)

XX Detailed Listing of items covered under warranty (See provision C.55)

Certificate of Insurance (see page 6, paragraph #21) and Mandatory Insurance Requirements contained in Attachment E.

XX Awardee must provide the applicable insurance coverage and all costs for this coverage must be calculated into your bid price.

 Wage Requirements Certification of Posting Notice

XX Minority, Female, Disabled Person Subcontractor Performance Plan. (Attachment B), If requested in the Intent to Award notice.

Failure to submit information in a timely manner as indicated may be cause to consider the Bidder non-responsible.

OPTIONAL SUBMISSIONS

The following checked (XX) items (each of which is described in detail in Section A, B, C, or D) and any related attachments to this solicitation), are requested to be **submitted with your bid reply**:

XX Proof of a Maryland Trader's License (See provision C.56)

XX Detailed Listing of items covered under warranty (See provision C.55)

XX Minority Business Program & Offeror's Representation (See Attachment A)

XX Minority, Female, Disabled Person Subcontractor Performance Plan (See Attachment B) (To ensure a contract can move forward as a result of this solicitation, the plan needs be submitted with your bid.)

XX Metropolitan Washington Council of Governments Rider Clause (See Page D)

XX References (See Below)

REFERENCES (at least three are requested to be submitted)

If references are required (see Optional Submissions section) for this solicitation, please provide them to the County with your bid. The three references must be from individuals or firms currently being serviced or supplied under similar contracts, or for whom work of a similar scope has been performed within the last year. Names for references shall be of individuals who directly supervised or had direct knowledge of the services or goods provided.

If you do not include them with your bid submission, and you are one of the three low bidders, you may be required to submit references within ten (10) days notice from the County. Failure to provide the County with references within that time frame may result in the Bidder being ruled non-responsible or non-responsive by the Director, Department of General Services or his/her designee and the forfeiture of your bid guarantee (if applicable).

1. Name of Firm: _____
 Address: _____ City: _____ ST: _____ Zip: _____
 Contact Person: _____ Phone: _____
2. Name of Firm: _____
 Address: _____ City: _____ ST: _____ Zip: _____
 Contact Person: _____ Phone: _____
3. Name of Firm: _____
 Address: _____ City: _____ ST: _____ Zip: _____
 Contact Person: _____ Phone: _____



SOLICITATION AMENDMENT #1
IFB #1022192

October 26, 2012

PAGE 1 OF 4 FOR THE PROCUREMENT OF:

Off-the-Lot New Vehicles Class 1-7

ALL SOLICITATION AMENDMENTS MUST BE ACKNOWLEDGED BY THE BIDDER PRIOR TO THE HOUR
AND DATE SPECIFIED IN THE SOLICITATION FOR RECEIPT OF BIDS. YOUR FAILURE TO
ACKNOWLEDGE AN AMENDMENT MAY BE CAUSE TO REJECT THE BID.

DESCRIPTION OF AMENDMENT:

Changes:

- 1) Replace pages E-2, and 11 with Revised pages E-2, and 11. Changes are in bold and *italicized*.
- 2) Responses to bidder's questions are provided on page 2 of this Solicitation Amendment.

There are no other changes.

THE SOLICITATION PROVISION ENTITLED "SOLICITATION AMENDMENTS" IS APPLICABLE TO THIS
AMENDMENT. THE CHANGES SET FORTH ABOVE ARE HEREBY INCORPORATED INTO THE ABOVE-
CITED SOLICITATION. THE HOUR AND DATE SPECIFIED FOR RECEIPT OF BIDS HAS NOT BEEN
EXTENDED.

ISSUED BY:

David E. Dise
David E. Dise, CPPO, Director
Department of General Services

NAME OF BIDDER:

CRISWELL CHEVROLET INC

NAME AND TITLE OF PERSON
AUTHORIZED TO SIGN BID:

Scott Silverman FLEET SALES MANAGER

OFFEROR'S SIGNATURE:

DATE: *11/7/12*

(Torres)

QUESTIONS & ANSWERS

1. Q: As a Virginia Dealer we wish to be sure our Bid will be accepted. We have paid Taxes in MD.

A: If you are recommended for an award as a primary or secondary Contractor, you have 10 working days to submit your SDAT Certificate of Good Standing (see Section C.56 "SDAT CERTIFICATE OF STATUS").
2. Q: The Federal incentives from Chrysler LLC are different for each model / engine / drive train, etc. Therefore, difficult to reflect this as a standard % from the vehicle invoice.

A: You are bidding a dollar amount over or under Factory Invoice. This bid is the basis for the contract award for lowest bidder per manufacturer brand. This is explained in the first paragraph of the Quotation Sheet, Page E-1. At the time of vehicle procurement, you will be asked to provide a quote which includes the contracted bid adjustment from invoice as well as any and 100% of all available concessions. Over the three years, the incentives and concessions are expected to fluctuate greatly.

Notice to Bidders

Invitation for Bids #1022192 Off-the-Lot New Vehicles Class 1-7

This solicitation may be subject to the County's Wage Requirements law for service contracts. If this solicitation is subject to this law, then Item #26, under Section A, "Services Contract", on page A, and "Wage Requirements Certification", under "Mandatory Submissions: (a) Bid Submissions", on page B, will be marked. And, in this event, the "Requirements for Services Contract Addendum" should be attached.

If this solicitation is subject to the Wage Requirements law, then the "Wage Requirements Certification" and, if applicable, the "501(c)(3) Nonprofit Organization's Employee's Wage and Health Insurance Form" (see forms near the end of this document), must be completed and submitted with your bid. If you fail to submit and complete the required material information on the form(s), your bid may be unacceptable under County law and may be rejected for non-responsiveness.

As noted in Attachment "C" (Section A, page C2, Wage Requirements Compliance), a contractor required to comply with the Wage Requirements Law must quarterly (January, April, July, and October for the prior quarter) submit certified payroll records for all employees, and any subcontractors, governed by the Wage Requirements Law, for each payroll period to the Office of Business Relations and Compliance, Attn: Wage Program Manager. These payroll records must include the following for each employee and any subcontractors: name; address; position/title; daily straight time hours worked; daily overtime hours worked; straight time hourly pay rate; overtime hourly pay rate; any deduction for health insurance; total gross wages paid for each period; and total net wages paid after any additions and deductions for each pay period.

Please note the information pertaining to the Wage Requirements law that is attached. Please note for services contracts, you can find the current mandatory wage rate, per hour, payable to employees under Section 11B-33A of the County Code, by going to the website (www.montgomerycountymd.gov), and clicking on "Departments," "General Services," and then "Office of Procurement." Also, the Wage Requirements law ("Living Wage") is available at the same website.

MONTGOMERY COUNTY, MARYLAND
INVITATION FOR BIDS
GENERAL INFORMATION

NOTE TO POTENTIAL BIDDERS:

Your bid is to be returned in a sealed envelope that should be at least 9-1/2" x 12-1/2" in size, and is to be clearly marked with the IFB number, the Opening Date, and the Opening Time. The County will not be responsible for premature or late opening of a bid that is improperly addressed or identified. Bids must be received at the Office of Procurement, 255 Rockville Pike, Suite 180, Rockville, MD 20850-4166, prior to the date and time specified in the attached solicitation.

The County will not accept fax bids. Fax bids will be returned to the bidder.

Please note the **Name and Signature Requirements** located on the Solicitation, Bid & Award Sheet. Failure to sign your bid as required may be cause for your bid to be deemed **non-responsive**.

Please note the Mandatory Bid Submissions on Page B. The checked items must be submitted with your bid. Failure to submit the mandatory bid submissions may be cause for your bid to be deemed non-responsive.

Please note the method of award stated in this solicitation on Page A and Page 1, in Section A, Item #3.

IFB #1022192

BID COVER SHEET

MONTGOMERY COUNTY OFFICE OF PROCUREMENT
 ROCKVILLE CENTER, 255 ROCKVILLE PIKE, SUITE 180
 ROCKVILLE, MARYLAND 20850-4166

IFB#:	1022192	OPENING DATE:	November 8, 2012	OPENING TIME:	11:00 A.M.
FOR:	Off-the-Lot New Vehicles Class 1-7			ISSUE DATE:	October 9, 2012

SECTION A – INSTRUCTIONS, CONDITIONS AND NOTICES

The following checked (X) provisions in Section A are applicable to this solicitation and any resulting contract.

1	☒	BID GUARANTEE: A bid guarantee of N/A is required for this bid.
2	☒	INTENT: A. ☒ B. ☐
3	☒	METHOD OF AWARD A. ☐ B. ☐ C. ☐ D. ☐ E. ☒ (other) Contracts will be awarded by line item, to the two responsible bidders submitting the two lowest responsive bids, as determined by the Director, Department of General Services. The lowest responsive bid (Primary) for each line item is determined by the lowest price to the County, based on the amount of plus or minus dollars from the Factory Invoice. The next lowest responsive bid (Secondary) for each line item is determined by the second lowest price to the County, based on the amount of plus or minus dollars from the Factory Invoice. A bidder may submit a bid for more than one item.
4	☒	OPTIONAL PRE-BID CONFERENCE Date: 10/25/2012 Time: 9:30 AM to 11:00 AM Location: Division of Fleet Management Services, 2 nd Floor 16630 Crabbs Branch Way Rockville, MD 20855
5	☒	OR EQUAL INTERPRETATION
6	☒	QUESTIONS: Technical Contact: Kathleen Hynes, Asset Manager 240-777-5625 Non-Technical Contact: Javier Torres, Procurement Specialist 240-777-9934
7	☒	SAMPLES
26	☒	SERVICES CONTRACT (see "NOTICE TO BIDDERS" for website of the current wage rate)
27	☒	CONSTRUCTION CONTRACT (see Attachment D)

All provisions in the solicitation, including Section A, numbers 8 through 25, shall be applicable to any contract awarded as result of this solicitation.

SECTION B – GENERAL CONDITIONS OF CONTRACT BETWEEN COUNTY & CONTRACTOR

All provisions in this section shall be applicable to any contract awarded as a result of this solicitation. The correct insurance requirements for this solicitation and any resultant contract are listed on Attachment E. These requirements supersede those listed in Provision 21 of the General Conditions of Contract Between County and Contractor.

SECTION C – SPECIAL TERMS AND CONDITIONS

The following checked (X) provisions shall be applicable to any contract awarded as a result of this solicitation.

1	☒	ADD OR DELETE
2	☒	ANNUAL PRICE ADJUSTMENT A. ☐ Commodity/Service Group: B. ☐ All Items
3	☒	CATALOG DISCOUNT PRICES
4	☒	CATALOG/PRICE LIST REQUIREMENTS
5	☒	CERTIFICATE OF ORIGIN
6	☒	CLEANING OF SITE
7	☒	CONTRACT ADMINISTRATOR: The designated Contract Administrator for this contract is Kathleen Hynes, DGS/DFMS Asset Manager 240-777-5625 Kathleen.hynes@montgomerycountymd.gov
8	☒	CONTRACT TERM ☒ A. ☐ B. Other:
9	☒	CONTRACT VALUE
10	☒	CONTRACTOR RESPONSE
11	☒	CORRECTION OF WORK AFTER FINAL PAYMENT
12	☒	CORRECTION OF WORK BEFORE FINAL PAYMENT
13	☒	DAMAGE/SHORTAGE
14	☒	DEALER STATUS
15	☒	DELAYS AND EXTENSION OF TIME

16	☒	DELIVERY INSTRUCTIONS Unless otherwise stated on the Purchase Order, vehicles at or below 10,000 lb. GVWR shall be delivered FOB Destination to: Automotive Equipment Section 1283 Seven Locks Road, Bldg. F Rockville, MD 20854 Deliveries are by appointment only by calling 240-773-0500 or 0502, Equipment Services Coordinator or Designee. Unless otherwise stated on the Purchase Order, vehicles over 10,000 lb. GVWR shall be delivered FOB Destination to: Heavy Equipment Shop (EMOC: Equipment Maintenance Operations Center) 16630 Crabbs Branch Way Rockville, MD 20855 OR to successor location as stated on the Purchase Order. Deliveries are by appointment only by calling 240-777-5625, DFMS Asset Manager or Designee.
17	☒	DEPARTMENTS AUTHORIZED TO USE CONTRACT(S)
18	☒	EQUIPMENT PREPARATION
19	☒	ESTIMATES
20	☒	FAILURE TO PERFORM/DELIVER
21	☒	HEAVY DUTY
22	☒	INVOICES Division of Fleet Management Services Attn: Accounts Payable, 2 nd Floor 16630 Crabbs Branch Way Rockville, MD 20855 All copies of invoices and all inquiries regarding payment must be directed to the above address. Failure to comply with this requirement may delay payment.
23	☒	LABOR COSTS
24	☒	MANUALS
25	☒	MATERIAL AND WORKMANSHIP
26	☒	MATERIALS
27	☒	METHOD OF ORDERING

28	☒	MULTIPLE AWARDS
29	☒	NET PRICES
30	☒	NEW MATERIALS
31	☒	OPTION TO INCREASE QUANTITIES
32	☒	ORDERING TERMS
33	☒	PARTS/SERVICE
34	☒	PAYMENTS
35	☒	PERFORMANCE BOND: In the amount of ___ is required.
36	☒	(this provision has been intentionally left blank)
37	☒	PROTECTION OF EXISTING FACILITIES
38	☒	PURCHASE OF GOODS BY NON-PROFIT ORGANIZATIONS
39	☒	PURCHASE ORDERS/JOB RELEASES
40	☒	QUANTITIES
41	☒	SAFETY STANDARDS
42	☒	SERVICE
43	☒	SITE INSPECTION – (name) (phone #)
44	☒	TRAVEL TIME
45	☒	WARRANTY
46	☒	PRIMARY/SECONDARY AWARDS
47	☒	REQUIREMENTS CONTRACT
48	☒	AUTHORIZED DEALER
49	☒	MODEL YEAR BUILD OUT
50	☒	NEW MODELS
51	☒	EQUIPMENT PREPARATION & GOOD DELIVERY
52	☒	DEALER ADD-ON'S
53	☒	FACTORY ORDER PRICE PROTECTION
54	☒	OFF-THE-LOT PRICE PROTECTION
55	☒	MANUFACTURER'S WARRANTY SUBMISSIONS/WARRANTY PERIOD
56	☒	SDAT CERTIFICATE OF STATUS
57	☒	ORDER ROUTING
58	☒	ASSIGNMENT
59	☒	TAX EXEMPTION
60	☒	SELF-INSURANCE

MANDATORY SUBMISSIONS:**a. BID SUBMISSIONS:**

The following checked (XX) items (each of which is described in detail in Section A, B, C, or D) and any related attachments to this solicitation must be submitted with your bid reply:

Price List(s) _____ Delivery Schedule _____ Bid Guarantee (see pages A & 1)
Wage Requirements Certification (see "NOTICE TO BIDDERS" for website providing the current wage rate) and (See Attachment C)

XX "SOLICITATION, BID AND AWARD SHEET" (including page E and pages E-1 and E-2 - Quotation Sheet)

Failure to submit the mandatory bid submissions may be cause for your bid to be deemed non-responsive.

(Bidders Must Complete the NAME & SIGNATURE REQUIREMENTS in Part II of the Solicitation, Bid & Award Sheet, Page E)



Quote Number: 350137 - 1
Altec, Inc.

97

January 25, 2017
Our 88th Year

Ship To:
CITY OF HAGERSTOWN
425 E BALTIMORE ST
HAGERSTOWN, MD 21740-6105
US

Bill To:
CITY OF HAGERSTOWN
425 E BALTIMORE STREET
HAGERSTOWN, MD 21740
United States

Attn:
Phone: 301-790-2600
Email:

Altec Quotation Number: 350137 - 1
Account Manager: Richard Brian Held
Technical Sales & Support: Spencer Robert Owen

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	<u>Unit</u>		
1.	ALTEC Model AT200A telescoping aerial device with side mounted, hydraulically leveled platform. To include the following features: A. Ground to bottom of platform height: 30.1 feet B. Working height: 35.1 feet C. Maximum reach to edge of platform: 20.7 feet (at 7.5 foot platform height) D. Telescopic boom extension: 10 feet E. Noncontinuous rotation: 370 degrees F. Non- Insulating Aerial Device G. Platform Capacity: 350 lbs. H. Boom Articulation: -13.5 to 80 degrees I. Hydraulic Leveling: Platform automatically maintains level during boom articulation through a hydraulic leveling system that requires no major preventive maintenance. Hydraulic leveling permits storing of the platform in a horizontal position for road travel. J. Controls: 12 VDC Electric toggle switch controls for aerial device operation. K. Hydraulic System: Open-center system operating at 2.5 gpm and 2,200 psi L. Unit is painted with a powder coat paint process which provides a finish-painted surface that is highly resistant to chipping, scratching, abrasion and corrosion. M. Structural Warranty on the following major components is to be warranted for so long as the initial purchaser owns the product: Booms, boom articulation links, hydraulic cylinder N. Manuals: Two (2) operator and Maintenance/Parts manuals	1	
2.	AT200A Unit Model	1	
3.	Post Mount Pedestal, 40 inch tall	1	
4.	Steel Hydraulic Reservoir, Pedestal Mounted, 15 Gallon	1	
5.	Single One (1) Man, Fiberglass Crawl Through Platform; fixed position. 24 x 24 x 42 inches	1	

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UTILITY EQUIPMENT AND BODIES SINCE 1929

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
6.	Variable Speed Electric controls at the platform include toggle switch controls for boom functions, an emergency stop switch, a master engage switch, and a speed control knob. The speed control knob provides an infinite range of speed control from low to high. Lower controls are on a pendent mounted box and include electric toggle switches and a 'push to operate' master engage switch. Lower controls are installed in a body compartment unless otherwise specified.	1	
7.	Engine Start/Stop At Upper And Lower Controls	1	
8.	Secondary stowage system: 12 VDC powered motor and pump assembly for temporary operation of the unit in a situation wherein the primary hydraulic source fails. Electric motor is powered by the chassis battery. Control is operated with a switch at the platform and lower controls stations. This feature allows the operator to completely stow the boom, and platform.	1	
9.	Steel upper control cover	1	
10.	110 VAC Outlet At Platform	1	
11.	Manual lowering valve located at the boomtip. For use in emergency situations to allow the operator to lower the boom to the ground	1	
12.	Dual Strobe Beacons, Amber LED With Brush Guard, Mounted On Unit Turntable	1	
13.	Powder coat unit Altec White.	1	
<u>Unit & Hydraulic Acc.</u>			
14.	HVI-22 Hydraulic Oil (Standard).	17	
15.	Standard Pump For PTO	1	
16.	Hot shift PTO for automatic transmission	1	
<u>Body</u>			
17.	Altec Body	1	
18.	Steel Body	1	
19.	Low-Side General Service (LGS)	1	
20.	Body Is To Be Built In Accordance With The Following Altec Standard Specifications:	1	
A.	Basic Body Fabricated From A40 Grade 100% Zinc Alloy Coated Steel.		
B.	All Doors Are Full, Double Paneled, Self-Sealed With Built-In Drainage For Maximum Weather-Tightness. Stainless Steel Hinge Rods Extend Full Length Of Door.		
C.	Heavy-Gauge Welded Steel Frame Construction With Structural Channel Crossmembers.		
D.	Integrated Door Header Drip Rail At Top For Maximum Weather Protection.		

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	E. Fender Panels Are Either Roll Formed Or Have Neoprene Fenderettes Mechanically Fastened.		
	F. Steel Treated For Improved Primer Bond And Rust Resistance.		
	G. Automotive Type Non-Porous Door Seals Fastened To The Door Facing.		
21.	108" Overall Body Length	1	
22.	94 Body Width	1	
23.	40 Inch Body Compartment Height	1	
24.	20 Body Compartment Depth	1	
25.	Finish Paint Body Altec White	1	
26.	Undercoat Body	1	
27.	5.5 Inch Drop-In Wood Cargo Retaining Board At Rear Of Body	1	
28.	Rope Lights (LED) Around Top And Sides Of Compartment Door Facings	6	
29.	Stainless Steel Rotary Paddle Latches With Keyed Locks	6	
30.	All Locks Keyed Alike Including Accessories (Preferred Option)	1	
31.	Gas Shock (Gas Spring) Rigid Door Holders On All Vertical Doors	1	
32.	Chains On All Horizontal Doors	1	
33.	Standard Master Body Locking System (Standard Placement Is At Rear. Sidepacks With A Throughshelf/Hotstick Door At Rear, Standard Placement Is At The Front)	6	
34.	One Chock Holder On Each Side of Body With Retaining Lip In Fender Panel	1	
35.	1st Vertical (SS) - Adjustable Shelf With Removable Dividers On 4 Inch Centers	2	
36.	1st Horizontal (SS) - Vacant	1	
37.	Rear Vertical (SS) - Locking Swivel Hooks On An Adjustable Rail - Left Wall	4	
38.	Rear Vertical (SS) - Locking Swivel Hooks On An Adjustable Rail - Rear Wall	3	
39.	Rear Vertical (SS) - Locking Swivel Hooks On An Adjustable Rail - Right Wall	4	
40.	1st Vertical (CS) - Adjustable Shelf With Removable Dividers On 4 Inch Centers	2	
41.	1st Vertical (CS) - Louvered Panel On Rear Wall To Ventilate Compartment	1	
42.	1st Horizontal (CS) - Vacant	1	
43.	Rear Vertical (CS) - Locking Swivel Hooks On An Adjustable Rail - Left Wall	4	
44.	Rear Vertical (CS) - Locking Swivel Hooks On An Adjustable Rail - Rear Wall	3	
45.	Rear Vertical (CS) - Locking Swivel Hooks On An Adjustable Rail - Right Wall	4	

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UTILITY EQUIPMENT AND BODIES SINCE 1929

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
46.	Aluminum Rock Guards Installed Each Front Corner Of Body	1	
47.	Small Steel Grab Handle Installed At Rear Rear of body on curbside	1	
48.	36" L Steel Tailshelf, Width To Match Body	1	
49.	Steel U-Shaped Grab Handle Installed on Tailshelf Curbside	1	
50.	Steel Recessed Gripstrut Side Access Steps On Curbside Of Tailshelf	1	
51.	Smooth Galvanneal Steel Floor	1	
52.	Smooth Galvanneal Steel Tailshelf	1	
53.	Custom Ladder Storage (Please Specify The Following: Style, Material, Easy Retrieval Method, Retaining Method, Approximate Dimensions) Hooks on curbside cargo wall to hold a step ladder	1	
<u>Body and Chassis Accessories</u>			
54.	Rear chassis cab window guard installed. The window guard shall follow the contour of the rear window. Punched metal center protection in the perimeter of the window guard	1	
55.	ICC Underride Protection	1	
56.	Combination 2 Ball (10,000 LB MGTW) And Pintle Hitch (16,000 LB MGTW)	1	
57.	Set Of Eye Bolts for Trailer Safety Chain, installed one each side of towing device mount.	1	
58.	Front Torsion Bar Installed On Chassis	1	
59.	Rear Torsion Bar Installed On Chassis	1	
60.	Boom Rest for a Telescopic Unit	1	
61.	Mud Flaps With Altec Logo (Pair)	1	
62.	Wheel Chocks, Rubber with Metal Hairpin Style Handle, 9.75" L X 7.75" W X 5.00" H (Pair)	1	
63.	Lower control holder	1	
64.	Slope Indicator Assembly For Machine Without Outriggers One on Interior Dash and one at rear of truck	1	
65.	Universal Sloped Aluminum Ladder Rack for Curbside Installation	1	
66.	Ladder Rack hold down (Quick-Lock) for sloped ladder racks. Lockable Standard	1	
67.	Safety Harness And 4.5' Lanyard (Fits Medium To Xlarge) Includes Pouch and Placards	1	
68.	5 LB Fire Extinguisher With Light Duty Bracket, Installed Per DEPS 042 (In Cab or Inside Compartment Only)	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
69.	Triangular Reflector Kit, Installed	1	
70.	Vinyl manual pouch for storage of all operator and parts manuals	1	
71.	Sight Rods, Nylon, Fluorescent Orange (Pair)	1	
72.	Vise Mounting Bracket, 2 Square Tube Vertical Receiver Type with 8 x 8 Mounting Plate Mounted on Curbside rear. To have removable pin style mounting.	1	
73.	Vise, Utility, 6.5 IN Jaw with 5.5 IN Opening, Pipe Jaws, with Replaceable Jaws and Swivel base	1	
<u>Electrical Accessories</u>			
74.	Compartment Lights Wired To Dash Mounted Master Switch	1	
75.	Lights and reflectors in accordance with FMVSS #108 lighting package. (Complete LED, including LED reverse lights)	1	
76.	Altec Standard Amber LED Strobe Light with Brush Guard Mounted on streetside and curbside of headache rack	2	
77.	4-Corner Strobe Lighting, Amber LED	1	
	A. Two (2) Surface Mounted Lights in Front Grille		
	B. Two (2) Round Grommet Mounted Lights at Rear		
78.	Flood Light, LED, with Aluminum Housing, 4.25" W x 4.29" H x 1.81" D Installed on streetside and curbside rear of body compartment tops	2	
79.	Remote Spot Light, LED, Permanent Mount with Programmable Wireless Remote Mounted inboard of strobes on headache rack for both streetside and curbside	2	
80.	Single tone back up alarm installed between the chassis frame rails at the rear of the chassis. To work in conjunction with chassis reverse drive system	1	
81.	Altec Backup Camera System, 7" Color LCD Monitor, Heated Infrared Camera with Day/Night Sensor and Audio	1	
	A. 7" Color LCD Monitor With LED Backlighting And Proximity Indicators		
	B. 2 Inputs With Independent Triggers		
	C. Heated Infrared Camera With Day/Night Sensor And Audio		
	D. Mirror/Normal View		
	E. IP68 Rated		
	F. Wide Viewing Angle (104 Degrees Horizontal x 78 Degrees Vertical)		
	G. 20 Meter Cable Assembly		
82.	PTO Hour Meter, Digital, with 10,000 Hour Display	1	
83.	6-Way Trailer Receptacle (Pin Type) Installed At Rear	1	
84.	Ford Upfitter Switches (Supplied With Chassis)	1	
85.	1800 Watt Pure-Sine Wave Inverter Mounted in curbside first vertical.	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
86.	Start/Stop/Throttle Module, 12 Volt System	1	
87.	Install secondary stowage system.	1	
88.	PTO Indicator Light Installed In Cab	1	
89.	Battery Protection Device Installed To Turn Off Accessory Loads To Protect The Chassis Battery Strobes and inverter wired battery hot.	1	
90.	Additional Electrical Accessory Include front license plate bracket on chassis	1	
<u>Finishing Details</u>			
91.	Powder Coat Unit Altec White	1	
92.	Finish Paint Body Accessories Above Body Floor Altec White	1	
93.	Altec Standard; Components mounted below frame rail shall be coated black by Altec. i.e. step bumpers, steps, frame extension, pintle hook mount, dock bumper mounts, D-rings, receiver tubes, accessory mounts, light brackets, under-ride protection, etc. Components mounted to under side of body shall be coated black by Altec. i.e. Wheel chock holders, mud flap brackets, pad carriers, boxes, lighting brackets, steps, and ladders.	1	
94.	Apply Non-Skid Coating to all walking surfaces	1	
95.	English Safety And Instructional Decals	1	
96.	Vehicle Height Placard - Installed In Cab	1	
97.	Apply Reflective Tape Apply Florecent Orange and Lime Reflective tape to all rear facing parts of truck. To look like inverted "V"	1	
98.	Placard, HVI-22 Hydraulic Oil	1	
99.	Stability test unit according to ANSI requirements.	1	
100.	Focus Factory Build	1	
101.	Delivery Of Completed Unit	1	
102.	Inbound Freight	1	
103.	AT200A FA Installation	1	
<u>Chassis</u>			
104.	Chassis	1	
105.	Altec Supplied Chassis	1	
106.	2017 Model Year	1	

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UTILITY EQUIPMENT AND BODIES SINCE 1929

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
107.	Ford F350	1	
108.	4x2	1	
109.	60 Clear CA (Round To Next Whole Number)	1	
110.	Regular Cab	1	
111.	Chassis Cab	1	
112.	Dual Rear Wheel	1	
113.	Ford Gas 6.2L	1	
114.	Ford Torqshift 6-Speed (6R140) Automatic Transmission (w/PTO Provision)	1	
115.	GVWR 14,000 LBS	1	
116.	4,400 LBS Front GAWR Extra Heavy-Service Front Suspension Package	1	
117.	10,040 LBS Rear GAWR	1	
118.	Hydraulic Brakes	1	
119.	Park Brake In Rear Wheels	1	
120.	Ford E/F250-550 Single Horizontal Right Side Exhaust	1	
121.	No Idle Engine Shut-Down Required	1	
122.	50-State Emissions	1	
123.	Ford 40 Gallon Fuel Tank (Rear)	1	
124.	AM/FM Radio	1	
125.	Air Conditioning	1	
126.	Cruise Control	1	

Additional Pricing

127.	Standard Altec Warranty: One (1) year parts warranty, one (1) year labor warranty, ninety (90) days warranty for travel charges, limited lifetime structural warranty	1	
------	---	---	--

Unit / Body / Chassis Total	70,749.00
FET Total	0.00
Total	70,749.00

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UTILITY EQUIPMENT AND BODIES SINCE 1929

Altec Industries, Inc.

BY

A handwritten signature in black ink, appearing to read 'Spencer Robert Owen', written over a horizontal line.

Spencer Robert Owen

Notes:

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UTILITY EQUIPMENT AND BODIES SINCE 1929



AT200A Telescopic Aerial Device

- Non-insulating, telescopic design
- Platform capacity to 350 lb (159kg)
- Working side reach to 22.7 ft (6.9 m)
- Working height up to 35.1 ft (10.7m)
- Platform offers easy entry from the ground
- Variety of platform options
- Low life-cycle costs



New Equipment Sales

210 Inverness Center Drive • Birmingham, AL 35242
800.958.2555 Fax 205.449.4774

For more information email us at sales@atec.com

Altec AT200A

standard features

- Non-insulating aerial device
- All steel boom construction
- Hydraulically extended boom
- Non-continuous 370 deg. rotation
- Engine start/stop at upper and lower controls
- Open center hydraulic system
- 120 VAC circuit in booms with outlets at the platform
- Minimum 10,500 lb (4763 kg) GVWR chassis, 60 in (1524 mm) CA or 84 in (2134 mm) CA

recommended features

- Fall Protection System
- Wheel chocks
- Platform cover
- Strobe lights on turntable

options

- Pedestal or bridge mountings
- Choice of platforms: Side or end-mounted
 - Walk-in splicer or rectangular
 - Gravity or hydraulic leveling
- Single or two-speed controls
- Variable speed single handle controller
- Choice of Reservoir: Bed-mounted
 - Pedestal-mounted
- Airline to platform
- Canopy and curtain assembly
- Secondary stowage system
- Manual lowering valve
- Heater for platform
- Seat for platform
- Tool pouches and trays



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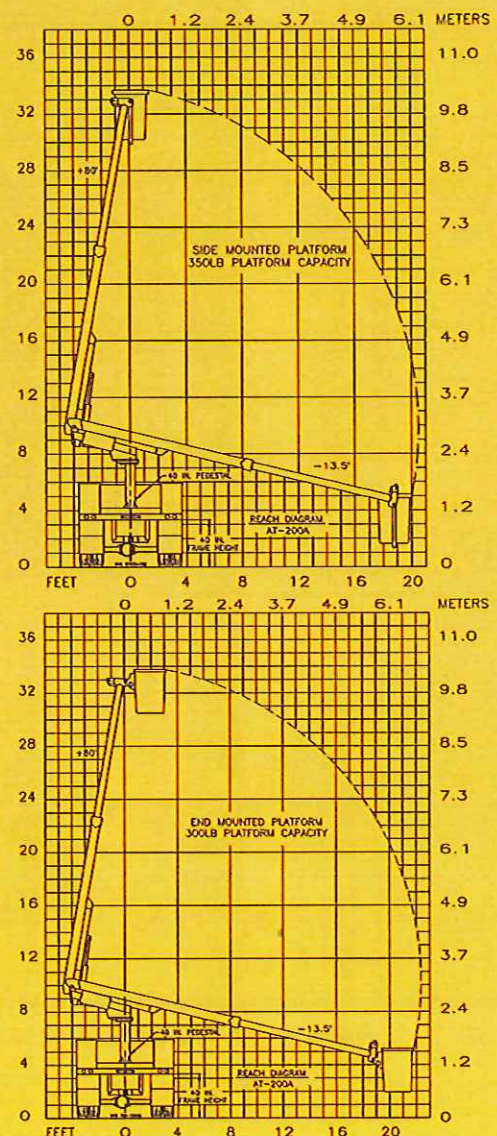
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general specifications

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Ground to bottom of platform*	
End-mounted platform	30.1 ft (9.2 m)
Additional capacity end-mounted platform	28.4 ft (8.7 m)
Side-mounted platform	30.1 ft (9.2 m)
Working Height*	
End-mounted platform	35.1 ft (10.7 m)
Additional capacity end-mounted platform	33.4 ft (10.2 m)
Side-mounted platform	35.1 ft (10.7 m)
Maximum reach from centerline of rotation to lip of platform	
End-mounted platform	22.7 ft (6.9 m)
Additional capacity end-mounted platform	21.0 ft (6.4 m)
Side-mounted platform	20.7 ft (6.3 m)
Stowed Travel Height, approximate*	11.0 ft (3.4 m)
Platform capacity	
End-mounted platform	300 lb (136 kg)
Additional capacity end-mounted platform	350 lb (159 kg)
Side-mounted platform	350 lb (159 kg)
Boom Articulation	-13.5 deg to 80 deg.
Rotation	370 deg. non-continuous

* Based on 40 in (1016 mm) chassis frame height.



Altec Industries reserves the right to improve products and the right to change, amend or delete specifications at any time, without notice or obligation.

Altec Industries, Inc. Provides the Following Warranties to the Original Purchase of an Altec Aerial Device Or Digger Derrick



ALTEC AERIAL & DIGGER DERRICK UNITS STRUCTURAL

Aerials and derricks designed and manufactured by Altec Industries, Inc., are warranted to be free from defects in material and workmanship at the time of initial delivery. This does not apply if the product has been modified or altered in any way by anyone other than an approved Altec representative.

For so long as the initial purchaser owns the product, Altec will, at its option, repair or replace any of the following major components found by Altec to be structurally impaired due to defects in material or workmanship which existed at the time of initial delivery: booms, boom articulation links, hydraulic cylinder structures, outrigger weldments, pedestals, sub bases, turntables, and reel lifting arms. No charge for parts or labor shall be made for such repair or replacement when performed at an Altec service facility. This warranty does NOT cover wear components.

APPLICABLE TO ALL ALTEC AERIAL & DIGGER DERRICK UNITS:

COMPONENTS

For 1 year following initial delivery of the product, Altec will, at its option, repair or replace any part found by Altec to be defective in material or workmanship at the time of initial delivery. During the first 90 days following initial delivery, no charge for parts, labor or travel to the customer's location shall be made for such repair or replacement at the customer's location. During the remainder of such 1 year, no charge for parts or labor shall be made for such repair or replacement at an Altec service facility.

ELIGIBILITY

Warranty period begins at the time of initial delivery from Altec.

All products must be properly installed, maintained, and serviced during the duration of the warranty coverage.

This warranty is not transferable beyond the original owner.

EXCLUSIONS

This warranty does not cover:

- (a) products which have not been operated and maintained in accordance with Altec operators and maintenance manuals, programs, and bulletins;
- (b) products which have not been mounted in accordance with Altec installation procedures;
- (c) products not manufactured by Altec which are supplied by Altec on special order;
- (d) products which are repaired without using original Altec parts; or
- (e) transportation or delivery to an Altec service facility or the customer's location.
- (f) replacement of rental charges, misuse, abuse, accidents, alteration or use in any way not recommended by Altec.

Any and all accessory items that are added to the body but not manufactured by Altec, such as inverters, compressors, liftgates, generators, corner mount cranes, etc., will be covered, if at all, by the accessory products manufacturer's warranty in effect at the time of delivery and will not be covered by any warranty extended by Altec.

This limited warranty is expressly in lieu of any other warranties, express or implied, including, but not limited to, any warranty of merchantability or fitness for a particular purpose. Except as specified above, no associate, agent or representative of Altec is authorized to extend any warranty on Altec's behalf. Remedies under this limited warranty are expressly limited to the provision and installation of parts and labor, as specified above, and any claims for other loss or damages of any type (including, but not limited to, loss from failure of the product to operate for any period of time, other economic or moral loss, or direct, immediate, special, indirect, incidental or consequential damage) are expressly excluded.



ALTEC INDUSTRIES, INC. PROVIDES THE FOLLOWING WARRANTIES TO THE ORIGINAL PURCHASE OF AN ALTEC BODY:

UTILITY LINE BODY

STRUCTURAL

Altec warrants the structural components of the service body for **10 years** following the original purchase. This does not apply if the body has been modified or altered in any way by anyone other than an approved Altec representative. This warranty does not extend to any custom equipment or finishes, decals, damages to vehicles or labor in connection with any of the above.



SERVICE & FORESTRY BODIES

STRUCTURAL

Altec warrants the structural components of the service body for **6 years** following the original purchase. This does not apply if the body has been modified or altered in any way by anyone other than an approved Altec representative. This warranty does not extend to any custom equipment or finishes, decals, damages to vehicles or labor in connection with any of the above.



APPLICABLE TO ALL ALTEC BODIES:

CORROSION

Altec warrants that its steel bodies will be free from rust-through for a period of 6 years from date of original purchase, under conditions of normal use and with regular maintenance. This warranty is void if the body has been used to transport corrosive materials.

COMPONENTS

Altec warrants that its bodies are free of defects in material and workmanship, under proper use, installation, application and maintenance, for 6 years from date of original purchase. This includes door hinges, door latches, and lock cylinders.

Altec warrants that the shelving in an Altec body will not bend under a static load of 250 pounds.

FACTORY-APPLIED FINISH COATING

Altec warrants against defects in material and/or workmanship of all top coat finishes applied by Altec or an authorized Altec representative for 1 year from the date of purchase. This warranty does not apply to any body purchased in prime paint. Any lettering or decals required following repair or replacement will not be covered under this warranty.

ELIGIBILITY

- *Warranty period begins at the time of initial delivery.*
- *All products must be properly installed, maintained, and serviced during the duration of the warranty coverage.*
- *This warranty is not transferable beyond the original owner.*

REPAIR/REPLACEMENT

- Altec's obligation under these limited warranties is limited to repair, replacement, or credit, not to exceed Altec's suggested list price, at the option of Altec.
- Altec reserves the sole right to inspect any item claimed for warranty and decide the appropriate way to handle any and all claims, including the replacement or repair of the warranted part. No repair or replacement work commenced without prior written approval of an authorized Altec representative will be covered by these limited warranties.

EXCLUSIONS

This warranty does not cover:

- (a) *products which have not been operated and maintained in accordance with Altec operators and maintenance manuals, programs, and bulletins;*
- (b) *products which have not been mounted in accordance with Altec installation procedures;*
- (c) *products not manufactured by Altec which are supplied by Altec on special order;*
- (d) *products which are repaired without using original Altec parts; or*
- (e) *transportation or delivery to an Altec service facility or the customer's location, replacement rental charges, misuse, abuse, accidents, alteration or use in any way not recommended by Altec.*

Any and all accessory items that are added to the body but not manufactured by Altec, such as inverters, compressors, liftgates, generators, corner mount cranes, etc. will be covered, if at all, by the accessory products manufacturer's warranty in effect at the time of delivery and will not be covered by any warranty extended by Altec.

This limited warranty is expressly in lieu of any other warranties, express or implied, including, but not limited to, any warranty of merchantability or fitness for a particular purpose. Except as specified above, no associate, agent or representative of Altec is authorized to extend any warranty on Altec's behalf. Remedies under this limited warranty are expressly limited to the provision and installation of parts and labor, as specified above, and any claims for other loss or damages of any type (including, but not limited to, loss from failure of the product to operate for any period of time, other economic or moral loss, or direct, immediate, special, indirect, incidental or consequential damage) are expressly excluded.



Heritage Ford, Inc.
2075 Edsel Lane, Corydon, Indiana, 471122053
Office: 812-738-3284

Customer Proposal

Prepared for:

Spencer Robert Owen
Altec

Prepared by:

Jennifer Hess
Office: 812-738-3284
Email: jennifer.hess@heritageautogrp.com

Date: 01/18/2017

Vehicle: 2017 F-350 Chassis XL
4x2 SD Regular Cab 145" WB DRW

Quote ID: 17011802





Selected Equipment & Specs

Dimensions

- * Wheelbase: 145.0"
- * Front headroom: 40.8"
- * Front shoulder room: 66.7"
- * Cargo volume: 11.6cu.ft.
- * Front legroom: 43.9"
- * Front hiproom: 62.5"
- * Passenger volume: 64.6cu.ft.
- * Maximum cargo volume: 11.6cu.ft.

Powertrain

- * 385hp 6.2L SOHC 16 valve V-8 engine with variable valve control, SMPI
- * federal
- * Rear-wheel drive
- * Fuel Economy Cty: N/A
- * Transmission PTO provision
- * Recommended fuel : regular unleaded
- * TorqShift 6 speed automatic transmission with overdrive
- * Limited slip differential
- * Fuel Economy Highway: N/A

Suspension/Handling

- * Front Twin I-Beam independent suspension with anti-roll bar, HD shocks
- * Firm ride Suspension
- * Front and rear 17 x 6.5 argent steel wheels
- * Dual rear wheels
- * Rear rigid axle leaf spring suspension with anti-roll bar, HD shocks
- * Hydraulic power-assist re-circulating ball Steering
- * LT245/75SR17 EBSW AT front and rear tires

Body Exterior

- * 2 doors
- * Black door mirrors
- * Trailer harness
- * Front and rear 17 x 6.5 wheels
- * Driver and passenger folding door mirrors
- * Black bumpers
- * Clearcoat paint

Convenience

- * Manual air conditioning with air filter
- * Manual front windows
- * Manual tilt steering wheel
- * Day-night rearview mirror
- * Front cupholders
- * Cruise control with steering wheel controls
- * Manual door locks
- * Manual telescopic steering wheel
- * 1 1st row LCD monitor
- * Passenger visor mirror

Seats and Trim

- * Seating capacity of 3
- * 4-way driver seat adjustment
- * 4-way passenger seat adjustment
- * Front 40-20-40 split-bench seat
- * Manual driver lumbar support
- * Centre front armrest with storage

Entertainment Features

- * AM/FM stereo radio
- * Fixed antenna
- * 4 speakers

Lighting, Visibility and Instrumentation

- * Halogen aero-composite headlights
- * Fully automatic headlights
- * Light tinted windows
- * Tachometer
- * Outside temperature display
- * Trip computer
- * Delay-off headlights
- * Variable intermittent front windshield wipers
- * Front reading lights
- * Oil pressure gauge
- * Low tire pressure warning
- * Trip odometer

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Heritage Ford, Inc.
2075 Edsel Lane, Corydon, Indiana, 471122053
Office: 812-738-3284

2017 F-350 Chassis, SD Regular Cab
4x2 SD Regular Cab 145" WB DRW XL(F3G)
Price Level: 725 Quote ID: 17011802

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Selected Equipment & Specs (cont'd)

Safety and Security

- * 4-wheel ABS brakes
- * Driveline traction control
- * Dual seat mounted side impact airbag supplemental restraint system
- * Manual door locks
- * 4-wheel disc brakes
- * Dual front impact airbag supplemental restraint system with passenger cancel
- * Safety Canopy System curtain 1st row overhead airbag supplemental restraint system
- * Manually adjustable front head restraints

Dimensions

General Weights

Curb	6007 lbs.	GVWR	14000 lbs.
Front GAWR	4400 lbs.	Rear GAWR	10040 lbs.
Payload	8020 lbs.	Front curb weight	3337 lbs.
Rear curb weight	2670 lbs.	Front axle capacity	5250 lbs.
Rear axle capacity	9750 lbs.	Front spring rating	4400 lbs.
Rear spring rating	10040 lbs.	Front tire/wheel capacity	5820 lbs.
Rear tire/wheel capacity	11640 lbs.		

Trailer Type

Harness	Yes	Trailer sway control	Yes
---------	-----	----------------------	-----

General Trailing

5th-wheel towing capacity	15400 lbs.	Towing capacity	15000 lbs.
GCWR	22500 lbs.		

Fuel Tank type

Capacity	40 gal.
----------	---------

Interior cargo

Cargo volume	11.6 cu.ft.	Maximum cargo volume	11.6 cu.ft.
--------------	-------------	----------------------	-------------

Powertrain

Engine Type

Block material	Iron	Cylinders	V-8
Head material	Aluminum	Ignition	Electronic
Injection	Sequential MPI	Liters	6.2L
Orientation	Longitudinal	Recommended fuel	Regular unleaded
Valves per cylinder	2	Valvetrain	SOHC
Variable valve control	Yes		

Engine Spec

Bore	4.02"	Displacement	379 cu.in.
Stroke	3.74"		

Engine Power

SAEJ1349 AUG2004 compliant	Yes	Output	385 HP
Torque	430 ft.-lb.		

Alternator

Type	HD	Amps	200
------	----	------	-----

Battery

Amp hours	72	Cold cranking amps	650
Run down protection	Yes		

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Prepared for: Spencer Robert Owen, Altec
By: Jennifer Hess Date: 01/18/2017



Heritage Ford, Inc.
2075 Edsel Lane, Corydon, Indiana, 471122053
Office: 812-738-3284

2017 F-350 Chassis, SD Regular Cab
4x2 SD Regular Cab 145" WB DRW XL(F3G)
Price Level: 725 Quote ID: 17011802

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Selected Equipment & Specs (cont'd)

Transmission

Electronic control	Yes	Lock-up	Yes
Overdrive	Yes	Speed	6
Type	Automatic		

Transmission Gear Ratios

1st	3.974	2nd	2.318
3rd	1.516	4th	1.149
5th	0.858	6th	0.674
Reverse Gear ratios	3.128		

Transmission Torque Converter

Stall ratio	1.90
-------------	------

Transmission Extras

Driver selectable mode	Yes	Sequential shift control	SelectShift
Oil cooler	Regular duty	PTO provision	Yes

Drive Type

Type	Rear-wheel
------	------------

Drive Feature

Limited slip differential	Mechanical	Traction control	Driveline
Power take-off provision	Yes		

Drive Axle

Ratio	4.3
-------	-----

Exhaust

Material	Stainless steel	System type	Single
----------	-----------------	-------------	--------

Emissions

CARB	Federal	EPA	Tier 2 Bin 8
------	---------	-----	--------------

Fuel Economy

Fuel type	Gasoline
-----------	----------

Fuel Economy (Alternate 1)

Fuel type	E85
-----------	-----

Driveability

Brakes

ABS	4-wheel	ABS channels	3
Type	4-wheel disc	Vented discs	Front and rear

Suspension Control

Ride	Firm
------	------

Front Suspension

Independence	Twin I-Beam independent	Anti-roll bar	Regular
--------------	-------------------------	---------------	---------

Front Spring

Type	Coil	Grade	HD
------	------	-------	----

Front Shocks

Type	HD
------	----

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2017 F-350 Chassis, SD Regular Cab
4x2 SD Regular Cab 145" WB DRW XL(F3G)
Price Level: 725 Quote ID: 17011802

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Selected Equipment & Specs (cont'd)

Rear Suspension

Independence	Rigid axle	Type	Leaf
Anti-roll bar	Regular		

Rear Spring

Type	Leaf	Grade	HD
------	------	-------	----

Rear Shocks

Type	HD
------	----

Steering

Activation	Hydraulic power-assist	Type	Re-circulating ball
------------	------------------------	------	---------------------

Steering Specs

# of wheels	2
-------------	---

Exterior

Front Wheels

Diameter	17"	Width	6.50"
----------	-----	-------	-------

Rear Wheels

Diameter	17"	Width	6.50"
Dual	Yes		

Front and Rear Wheels

Appearance	Argent	Material	Steel
------------	--------	----------	-------

Front Tires

Aspect	75	Diameter	17"
Sidewalls	BSW	Speed	S
Tread	AT	Type	LT
Width	245mm	LT load rating	E
RPM	663		

Rear Tires

Aspect	75	Diameter	17"
Sidewalls	BSW	Speed	S
Tread	AT	Type	LT
Width	245mm	LT load rating	E
RPM	663		

Wheels

Wheelbase	145.0"
-----------	--------

Body Features

Front license plate bracket	Yes	Body material	Aluminum
Side impact beams	Yes		

Body Doors

Door count	2
------------	---

Exterior Dimensions

Cab to axle	60.0"
-------------	-------

Safety

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2017 F-350 Chassis, SD Regular Cab
4x2 SD Regular Cab 145" WB DRW XL(F3G)
Price Level: 725 Quote ID: 17011802

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Selected Equipment & Specs (cont'd)

Airbags

Driver front-impact	Yes	Driver side-impact	Seat mounted
Overhead Safety Canopy System curtain 1st row		Passenger front-impact	Cancellable
Passenger side-impact	Seat mounted		

Seatbelt

Height adjustable	Front
-------------------	-------

Seating

Passenger Capacity

Capacity	3
----------	---

Front Seats

Split	40-20-40	Type	Split-bench
-------	----------	------	-------------

Driver Seat

Fore/aft	Manual	Reclining	Manual
Way direction control	4	Lumbar support	Manual

Passenger seat

Fore/aft	Manual	Reclining	Manual
Way direction control	4		

Front Head Restraint

Control	Manual	Type	Adjustable
---------	--------	------	------------

Front Armrest

Centre	Yes	Storage	Yes
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Front Seat Trim

Material	Vinyl	Back material	Vinyl
----------	-------	---------------	-------

Convenience

AC And Heat Type

Air conditioning	Manual	Air filter	Yes
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Audio System

Radio	AM/FM stereo	Radio grade	Regular
Seek-scan	Yes		

Audio Speakers

Speaker type	Regular	Speakers	4
--------------	---------	----------	---

Audio Antenna

Type	Fixed
------	-------

LCD Monitors

1st row	1	Primary monitor size (inches)	2.3
---------	---	-------------------------------	-----

Cruise Control

Cruise control	With steering wheel controls
----------------	------------------------------

Convenience Features

12V DC power outlet	2
---------------------	---

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Prepared for: Spencer Robert Owen, Altec
By: Jennifer Hess Date: 01/18/2017



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2017 F-350 Chassis, SD Regular Cab
4x2 SD Regular Cab 145" WB DRW XL(F3G)
Price Level: 725 Quote ID: 17011802

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Selected Equipment & Specs (cont'd)

Door Lock Activation

Type Manual

Instrumentation Type

Display Analog

Instrumentation Gauges

Tachometer	Yes	Oil pressure	Yes
Engine temperature	Yes	Transmission fluid temp	Yes
Engine hour meter	Yes		

Instrumentation Warnings

Oil pressure	Yes	Engine temperature	Yes
Battery	Yes	Lights on	Yes
Key	Yes	Low fuel	Yes
Door ajar	Yes	Service interval	Yes
Brake fluid	Yes	Low tire pressure	Yes

Instrumentation Displays

Clock	In-radio display	Exterior temp	Yes
Systems monitor	Yes		

Instrumentation Feature

Trip computer	Yes	Trip odometer	Yes
---------------	-----	---------------	-----

Steering Wheel Type

Material	Urethane	Tilting	Manual
Telescoping	Manual		

Front Side Windows

Window 1st row activation Manual

Window Features

Tinted Light

Front Windshield

Wiper Variable intermittent

Rear Windshield

Window Fixed

Interior

Passenger Visor

Mirror Yes

Rear View Mirror

Day-night Yes

Headliner

Coverage	Full	Material	Cloth
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Floor Trim

Coverage	Full	Covering	Vinyl/rubber
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Trim Feature

Gear shift knob	Urethane	Interior accents	Chrome
-----------------	----------	------------------	--------

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Spencer Robert Owen, Altec
By: Jennifer Hess Date: 01/18/2017



Heritage Ford, Inc.
2075 Edsel Lane, Corydon, Indiana, 471122053
Office: 812-738-3284

2017 F-350 Chassis, SD Regular Cab
4x2 SD Regular Cab 145" WB DRW XL(F3G)
Price Level: 725 Quote ID: 17011802

116

Selected Equipment & Specs (cont'd)

Lighting

Dome light type	Fade	Front reading	Yes
Variable IP lighting	Yes		

Storage

Front Beverage holder(s)	Yes	Glove box	Locking
Illuminated	Yes	Instrument panel	Bin
Dashboard	Covered		

Legroom

Front	43.9"
-------	-------

Headroom

Front	40.8"
-------	-------

Hip Room

Front	62.5"
-------	-------

Shoulder Room

Front	66.7"
-------	-------

Interior Volume

Passenger volume	64.6 cu.ft.
------------------	-------------

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Prepared for: Spencer Robert Owen, Altec
By: Jennifer Hess Date: 01/18/2017



Heritage Ford, Inc.
2075 Edsel Lane, Corydon, Indiana, 471122053
Office: 812-738-3284

2017 F-350 Chassis, SD Regular Cab
4x2 SD Regular Cab 145" WB DRW XL(F3G)
Price Level: 725 Quote ID: 17011802

117

Warranty - Selected Equipment & Specs

Warranty

Basic

Distance	36000 miles	Months	36 months
----------	-------------	--------	-----------

Powertrain

Distance	60000 miles	Months	60 months
----------	-------------	--------	-----------

Corrosion Perforation

Distance	Unlimited miles	Months	60 months
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Roadside Assistance

Distance	60000 miles	Months	60 months
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Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Spencer Robert Owen, Altec
By: Jennifer Hess Date: 01/18/2017



Heritage Ford, Inc.
2075 Edsel Lane, Corydon, Indiana, 471122053
Office: 812-738-3284

2017 F-350 Chassis, SD Regular Cab
4x2 SD Regular Cab 145" WB DRW XL(F3G)
Price Level: 725 Quote ID: 17011802

118

Selected Options

Code	Description
Base Vehicle	
F3G	Base Vehicle Price (F3G)
Packages	
640A	Order Code 640A <i>Includes:</i> - Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel - Transmission: TorqShift 6-Speed Automatic (6R140) Includes SelectShift. - GVWR: 14,000 lb Payload Package - Wheels: 17" Argent Painted Steel Hub covers/center ornaments not included. - HD Vinyl 40/20/40 Split Bench Seat Includes center armrest, cupholder, storage and driver's side manual lumbar. - Radio: AM/FM Stereo Includes digital clock and 4-speakers.
Powertrain	
996	Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel
44P	Transmission: TorqShift 6-Speed Automatic (6R140) <i>Includes SelectShift.</i>
X4L	Limited Slip w/4.30 Axle Ratio
STDGV	GVWR: 14,000 lb Payload Package
Wheels & Tires	
TBM	Tires: LT245/75Rx17E BSW A/T
64K	Wheels: 17" Argent Painted Steel <i>Hub covers/center ornaments not included.</i>
Seats & Seat Trim	
A	HD Vinyl 40/20/40 Split Bench Seat <i>Includes center armrest, cupholder, storage and driver's side manual lumbar.</i>
Other Options	
PAINT	Monotone Paint Application
145WB	145" Wheelbase
67X	Extra Heavy-Service Suspension Package <i>Includes pre-selected extra heavy-service front springs (see Order Guide Supplemental Reference for springs/FGAWR of specific vehicle configurations). Recommended only on vehicles which will permanently utilize aftermarket equipment such as heavy-duty winches, brush guards or other apparatus which loads the front axle to the specified Gross Axle Weight Rating (GAWR). NOTE 1: May result in a deterioration of ride quality. NOTE 2: Vehicle ride height will increase with the addition of this package.</i>
62R	Transmission Power Take-Off Provision <i>Includes transmission mounted live drive and stationary mode PTO.</i>

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Spencer Robert Owen, Altco
By: Jennifer Hess Date: 01/18/2017



Heritage Ford, Inc.
2075 Edsel Lane, Corydon, Indiana, 471122053
Office: 812-738-3284

2017 F-350 Chassis, SD Regular Cab
4x2 SD Regular Cab 145" WB DRW XL(F3G)
Price Level: 725 Quote ID: 17011802

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Selected Options (cont'd)

Code	Description
587	Radio: AM/FM Stereo <i>Includes digital clock and 4-speakers.</i>
Fleet Options	
525	Steering Wheel-Mounted Cruise Control (LPO) REQUIRES valid FIN code.
FLADCR	Fleet Advertising Credit
Emissions	
425	50-State Emissions System
Interior Colors	
AS_04	Medium Earth Gray
Primary Colors	
Z1_01	Oxford White

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Spencer Robert Owen, Altec
By: Jennifer Hess Date: 01/18/2017

APPROVED
Mayor & Council
Date 2/28/17

City of Hagerstown
Mayor and Council
Purchase / Contract Information
Meeting of 02/28/16 / 17

Do Not Complete This Section
Approved Consent Agenda: _____
New Business: _____

Originating Department: Public Works By: Eric B. Delke, Director
Account Number: 4524000-5843 Account / Project Name: Public Works Vehicles
Budget Amount: \$75,000 Account Balance: \$75,000 Year: 16/17 CIP Control No. C0065
Unbudgeted \$: _____ Source of Funds: Bond Financing - Future bond issue 2017 (by July)

Quantity	Description	Value
1	Altec Model AT200A telescoping aerial device (bucket truck) mounted on a Ford F350 Chassis	\$70,749.00

TOTAL VALUE OF PROJECT: \$70,749.00

ABOVE TO BE USED FOR:

Staff will use the truck primarily for traffic signal repairs and maintenance.

Recommended Vendor:

Business Name: Altec Industries, Inc.
Address: 200 Altec Drive
City, State: Elizabethtown, Kentucky 42701
Bid/Proposal/Quote No.: City of Hagerstown Bid No B1620.17

OTHER VENDORS:		
Firm	City/State	Total Amount
Apple Ford, Inc.	Columbia, MD	\$78,480.00
Keystone Ford	Chambersburg, PA	\$82,506.00

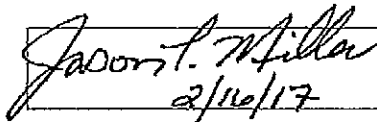
(1) Department Manager: This bucket truck replaces unit 601 which is currently 17 years old. The existing truck will be transferred to HPD per their request. Delivery is set for 300 – 330 days after receipt of the order.

 2/14/17

Signature / Date

(2) Purchasing Agent:

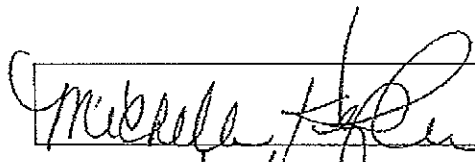
Recommend
Approval.

 2/16/17

Signature / Date

(3) Finance Manager:

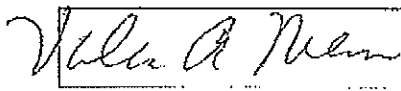
Recommend approval.

 2/16/17

Signature / Date

(4) City Administrator's Recommendation:

Approval

 2/16/17

Signature / Date

GranTurk equipment co., inc.

home office:
one schuylkill parkway
building b
bridgeport, pa 19405-1069
phone (610) 239-9800
fax (610) 239-9806

branch office:
1415 bush street
baltimore, md 21230
phone (410) 837-5570
fax (410) 837-1024

QUOTATION

February 1, 2017

City of Hyattsville
4310 Gallatin Street
Hyattsville, MD 20791

Attn: Mr. Aaron Jones

ajones@hyattsville.org

As per the request of your sales representative Scott Schneider, we are pleased to offer the following for your consideration. Please find our quotation for subject **NJPA member, as per the Mobile Refuse Collection Vehicle Contract #112014-LEG-for your consideration.**

Leach 25 Cu. Yd. 2R-III Mounted on 2017 Freightliner M2 106 Chassis

Dual Leach Cart Tippers
Winch-Latch & Ears-12,000 Lbs Capacity
Married Pump
Work lights Inside Hopper
(2) Oval Strobes in Tailgate
(2) Oval Strobes in Front of Body
Single Zone Defense Camera
Side Door Ladder
Broom & Shovel Holders
Body Side Opening for Hydraulic Tank
Hardox Ramp Liner
Standard White Body Paint
One (1) Year Standard Warranty

Total Price of Leach 25 Yd. 2R-III.....	\$ 73,070.00
Less NJPA Contract 2% Discount.....	<u>\$ - 1,461.40</u>
NJPA Price for Leach 25 Yd 2R-III.....	\$ 71,608.60
Mounting.....	\$ 5,500.00
Training & Delivery.....	\$ 1,600.00
Outsource 2017 Freightliner M2 106 Chassis.....	\$ 99,637.00
Freight.....	<u>\$ 3,500.00</u>
Total NJPA Price for Body and Chassis.....	\$181,845.60

Important Notice: The price quoted does not include re-routing of exhaust pipes, removing or relocating fuel tanks, battery boxes or air tanks, or any other chassis modifications. If any of the above is required an extra charge will be made on a time and material basis.

DATE OF ACCEPTANCE _____

By _____

GranTurk equipment co., inc.



ANNE C. RITCHIE - PRESIDENT

Quotation Valid Only if Approved By An Officer of GranTurk equipment co., inc.

March 21, 2017
Our 88th Year**Ship To:**CITY OF HYATTSVILLE (MD)
4633 ARUNDEL PL
Hyattsville, MD 20781
US**Bill To:**CITY OF HYATTSVILLE (MD)
4310 GELLATIN STREET
HYATTSVILLE, MD 20781-0000
United StatesAttn:
Phone:
Email:**Altec Quotation Number:** 356249 - 3
Account Manager: Richard Brian Held
Technical Sales & Support: Spencer Robert Owen

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	<u>Unit</u>		
1.	ALTEC Model AT200A telescoping aerial device with side mounted, hydraulically leveled platform. To include the following features: Quote to match the bidded quote from the City of Hagerstown Bid No. 1620.17	1	
	A. Ground to bottom of platform height: 30.1 feet		
	B. Working height: 35.1 feet		
	C. Maximum reach to edge of platform: 20.7 feet (at 7.5 foot platform height)		
	D. Telescopic boom extension: 10 feet		
	E. Noncontinuous rotation: 370 degrees		
	F. Non- Insulating Aerial Device		
	G. Platform Capacity: 350 lbs.		
	H. Boom Articulation: -13.5 to 80 degrees		
	I. Hydraulic Leveling: Platform automatically maintains level during boom articulation through a hydraulic leveling system that requires no major preventive maintenance. Hydraulic leveling permits storing of the platform in a horizontal position for road travel.		
	J. Controls: 12 VDC Electric toggle switch controls for aerial device operation.		
	K. Hydraulic System: Open-center system operating at 2.5 gpm and 2,200 psi		
	L. Unit is painted with a powder coat paint process which provides a finish-painted surface that is highly resistant to chipping, scratching, abrasion and corrosion.		
	M. Structural Warranty on the following major components is to be warranted for so long as the initial purchaser owns the product: Booms, boom articulation links, hydraulic cylinder		
	N. Manuals: Two (2) operator and Maintenance/Parts manuals		
2.	AT200A Unit Model	1	
3.	Post Mount Pedestal, 40 inch tall	1	
4.	Steel Hydraulic Reservoir, Pedestal Mounted, 15 Gallon	1	
5.	Single One (1) Man, Fiberglass Crawl Through Platform; fixed position. 24 x 24 x 42	1	

We Wish To Thank You For Giving Us The Pleasure
And Opportunity of Serving You

UTILITY EQUIPMENT AND BODIES SINCE 1929

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	inches		
6.	Variable Speed Electric controls at the platform include toggle switch controls for boom functions, an emergency stop switch, a master engage switch, and a speed control knob. The speed control knob provides an infinite range of speed control from low to high. Lower controls are on a pendent mounted box and include electric toggle switches and a 'push to operate' master engage switch. Lower controls are installed in a body compartment unless otherwise specified.	1	
7.	Engine Start/Stop At Upper And Lower Controls	1	
8.	Secondary stowage system: 12 VDC powered motor and pump assembly for temporary operation of the unit in a situation wherein the primary hydraulic source fails. Electric motor is powered by the chassis battery. Control is operated with a switch at the platform and lower controls stations. This feature allows the operator to completely stow the boom, and platform.	1	
9.	Steel upper control cover	1	
10.	110 VAC Outlet At Platform	1	
11.	Manual lowering valve located at the boomtip. For use in emergency situations to allow the operator to lower the boom to the ground	1	
12.	Dual Strobe Beacons, Amber LED With Brush Guard, Mounted On Unit Turntable	1	
13.	Powder coat unit Altec White.	1	
<u>Unit & Hydraulic Acc.</u>			
14.	HVI-22 Hydraulic Oil (Standard).	17	
15.	Standard Pump For PTO	1	
16.	Hot shift PTO for automatic transmission	1	
<u>Body</u>			
17.	Altec Body	1	
18.	Steel Body	1	
19.	Low-Side General Service (LGS)	1	
20.	Body Is To Be Built In Accordance With The Following Altec Standard Specifications:	1	
A.	Basic Body Fabricated From A40 Grade 100% Zinc Alloy Coated Steel.		
B.	All Doors Are Full, Double Paneled, Self-Sealed With Built-In Drainage For Maximum Weather-Tightness. Stainless Steel Hinge Rods Extend Full Length Of Door.		
C.	Heavy-Gauge Welded Steel Frame Construction With Structural Channel Crossmembers.		

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UTILITY EQUIPMENT AND BODIES SINCE 1929

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	D. Integrated Door Header Drip Rail At Top For Maximum Weather Protection.		
	E. Fender Panels Are Either Roll Formed Or Have Neoprene Fenderettes Mechanically Fastened.		
	F. Steel Treated For Improved Primer Bond And Rust Resistance.		
	G. Automotive Type Non-Porous Door Seals Fastened To The Door Facing.		
21.	108" Overall Body Length	1	
22.	94" Body Width	1	
23.	40" Body Compartment Height	1	
24.	20" Body Compartment Depth	1	
25.	Finish Paint Body Altec White	1	
26.	Undercoat Body	1	
27.	5.5 Inch Drop-In Wood Cargo Retaining Board At Rear Of Body	1	
28.	Rope Lights (LED) Around Top And Sides Of Compartment Door Facings	6	
29.	Stainless Steel Rotary Paddle Latches With Keyed Locks	6	
30.	All Locks Keyed Alike Including Accessories (Preferred Option)	1	
31.	Gas Shock (Gas Spring) Rigid Door Holders On All Vertical Doors	1	
32.	Chains On All Horizontal Doors	1	
33.	Standard Master Body Locking System (Standard Placement Is At Rear. Sidepacks With A Throughshelf/Hotstick Door At Rear, Standard Placement Is At The Front)	6	
34.	One Chock Holder On Each Side of Body With Retaining Lip In Fender Panel	1	
35.	1st Vertical (SS) - Adjustable Shelf With Removable Dividers On 4" Centers	2	
36.	1st Horizontal (SS) - Vacant	1	
37.	Rear Vertical (SS) - Locking Swivel Hooks On An Adjustable Rail - Left Wall	4	
38.	Rear Vertical (SS) - Locking Swivel Hooks On An Adjustable Rail - Rear Wall	3	
39.	Rear Vertical (SS) - Locking Swivel Hooks On An Adjustable Rail - Right Wall	4	
40.	1st Vertical (CS) - Adjustable Shelf With Removable Dividers On 4 Inch Centers	2	
41.	1st Vertical (CS) - Louvered Panel On Rear Wall To Ventilate Compartment	1	
42.	1st Horizontal (CS) - Vacant	1	
43.	Rear Vertical (CS) - Locking Swivel Hooks On An Adjustable Rail - Left Wall	4	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
44.	Rear Vertical (CS) - Locking Swivel Hooks On An Adjustable Rail - Rear Wall	3	
45.	Rear Vertical (CS) - Locking Swivel Hooks On An Adjustable Rail - Right Wall	4	
46.	Aluminum Rock Guards Installed Each Front Corner Of Body	1	
47.	Small Steel Grab Handle Installed At Rear Rear of body on curbside	1	
48.	36" L Steel Tailshelf, Width To Match Body	1	
49.	Steel U-Shaped Grab Handle Installed on Tailshelf Curbside	1	
50.	Steel Recessed Gripstrut Side Access Steps On Curbside Of Tailshelf	1	
51.	Smooth Galvanneal Steel Floor	1	
52.	Smooth Galvanneal Steel Tailshelf	1	
53.	Custom Ladder Storage (Please Specify The Following: Style, Material, Easy Retrieval Method, Retaining Method, Approximate Dimensions) Hooks on curbside cargo wall to hold a step ladder	1	

Body and Chassis Accessories

54.	Rear chassis cab window guard installed. The window guard shall follow the contour of the rear window. Punched metal center protection in the perimeter of the window guard	1	
55.	ICC Underride Protection	1	
56.	Combination 2 Ball (10,000 LB MGTW) And Pintle Hitch (16,000 LB MGTW)	1	
57.	Set Of Eye Bolts for Trailer Safety Chain, installed one each side of towing device mount.	1	
58.	Front Torsion Bar Installed On Chassis	1	
59.	Rear Torsion Bar Installed On Chassis	1	
60.	Boom Rest for a Telescopic Unit	1	
61.	Mud Flaps With Altec Logo (Pair)	1	
62.	Wheel Chocks, Rubber with Metal Hairpin Style Handle, 9.75" L X 7.75" W X 5.00" H (Pair)	1	
63.	Lower control holder	1	
64.	Slope Indicator Assembly For Machine Without Outriggers	1	
65.	Universal Sloped Aluminum Ladder Rack for Curbside Installation	1	
66.	Ladder Rack hold down (Quick-Lock) for sloped ladder racks. Lockable Standard	1	
67.	Safety Harness And 4.5' Lanyard (Fits Medium To Xlarge) Includes Pouch and Placards	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
68.	5 LB Fire Extinguisher With Light Duty Bracket, Installed Per DEPS 042 (In Cab or Inside Compartment Only)	1	
69.	Triangular Reflector Kit, Installed	1	
70.	Vinyl manual pouch for storage of all operator and parts manuals	1	
71.	Sight Rods, Nylon, Fluorescent Orange (Pair)	1	
72.	Vise Mounting Bracket, 2 Square Tube Vertical Receiver Type with 8 x 8 Mounting Plate Mounted on Curbside rear. To have removable pin style mounting.	1	
73.	Vise, Utility, 6.5 IN Jaw with 5.5 IN Opening, Pipe Jaws, with Replaceable Jaws and Swivel base	1	
<u>Electrical Accessories</u>			
74.	Compartment Lights Wired To Dash Mounted Master Switch	1	
75.	Lights and reflectors in accordance with FMVSS #108 lighting package. (Complete LED, including LED reverse lights)	1	
76.	Altec Standard Amber LED Strobe Light with Brush Guard Mounted on streetside and curbside of headache rack	2	
77.	4-Corner Strobe Lighting, Amber LED	1	
	A. Two (2) Surface Mounted Lights in Front Grille		
	B. Two (2) Round Grommet Mounted Lights at Rear		
78.	Flood Light, LED, with Aluminum Housing, 4.25" W x 4.29" H x 1.81" D Installed on streetside and curbside rear of body compartment tops	2	
79.	Remote Spot Light, LED, Permanent Mount with Programmable Wireless Remote Mounted inboard of strobes on headache rack for both streetside and curbside	2	
80.	Single tone back up alarm installed between the chassis frame rails at the rear of the chassis. To work in conjunction with chassis reverse drive system	1	
81.	Altec Backup Camera System, 7" Color LCD Monitor, Heated Infrared Camera with Day/Night Sensor and Audio	1	
	A. 7" Color LCD Monitor With LED Backlighting And Proximity Indicators		
	B. 2 Inputs With Independent Triggers		
	C. Heated Infrared Camera With Day/Night Sensor And Audio		
	D. Mirror/Normal View		
	E. IP68 Rated		
	F. Wide Viewing Angle (104 Degrees Horizontal x 78 Degrees Vertical)		
	G. 20 Meter Cable Assembly		
82.	PTO Hour Meter, Digital, with 10,000 Hour Display	1	
83.	6-Way Trailer Receptacle (Pin Type) Installed At Rear	1	

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UTILITY EQUIPMENT AND BODIES SINCE 1929

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
84.	Ford Upfitter Switches (Supplied With Chassis)	1	
85.	1800 Watt Pure-Sine Wave Inverter Mounted in curbside first vertical.	1	
86.	Start/Stop/Throttle Module, 12 Volt System	1	
87.	Install secondary stowage system.	1	
88.	PTO Indicator Light Installed In Cab	1	
89.	Battery Protection Device Installed To Turn Off Accessory Loads To Protect The Chassis Battery Strobes and inverter wired battery hot.	1	
90.	Additional Electrical Accessory Include front license plate bracket on chassis	1	

Finishing Details

91.	Powder Coat Unit Altec White	1	
92.	Finish Paint Body Accessories Above Body Floor Altec White	1	
93.	Altec Standard; Components mounted below frame rail shall be coated black by Altec. i.e. step bumpers, steps, frame extension, pintle hook mount, dock bumper mounts, D-rings, receiver tubes, accessory mounts, light brackets, under-ride protection, etc.Components mounted to under side of body shall be coated black by Altec. i.e. Wheel chock holders, mud flap brackets, pad carriers, boxes, lighting brackets, steps, and ladders.	1	
94.	Apply Non-Skid Coating to all walking surfaces	1	
95.	English Safety And Instructional Decals	1	
96.	Vehicle Height Placard - Installed In Cab	1	
97.	Apply Reflective Tape Apply Florecent Orange and Lime Reflective tape to all rear facing parts of truck. To look like inverted "V"	1	
98.	Placard, HVI-22 Hydraulic Oil	1	
99.	Stability test unit according to ANSI requirements.	1	
100.	Focus Factory Build	1	
101.	Delivery Of Completed Unit	1	
102.	Inbound Freight	1	
103.	AT200A FA Installation	1	

Chassis

104.	Chassis	1	
105.	Altec Supplied Chassis	1	

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UTILITY EQUIPMENT AND BODIES SINCE 1929

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
106.	2017 Model Year	1	
107.	Ford F350	1	
108.	4x2	1	
109.	60 Clear CA (Round To Next Whole Number)	1	
110.	Regular Cab	1	
111.	Chassis Cab	1	
112.	Dual Rear Wheel	1	
113.	Ford Gas 6.2L	1	
114.	Ford Torqshift 6-Speed (6R140) Automatic Transmission (w/PTO Provision)	1	
115.	GVWR 14,000 LBS	1	
116.	4,400 LBS Front GAWR Extra Heavy-Service Front Suspension Package	1	
117.	10,040 LBS Rear GAWR	1	
118.	Hydraulic Brakes	1	
119.	Park Brake In Rear Wheels	1	
120.	Ford E/F250-550 Single Horizontal Right Side Exhaust	1	
121.	No Idle Engine Shut-Down Required	1	
122.	50-State Emissions	1	
123.	Ford 40 Gallon Fuel Tank (Rear)	1	
124.	AM/FM Radio	1	
125.	Air Conditioning	1	
126.	Cruise Control	1	
<u>Additional Pricing</u>			
127.	Standard Altec Warranty: One (1) year parts warranty, one (1) year labor warranty, ninety (90) days warranty for travel charges, limited lifetime structural warranty	1	

Unit / Body / Chassis Total
FET Total70,749.00
0.00We Wish To Thank You For Giving Us The Pleasure
And Opportunity of Serving You

UTILITY EQUIPMENT AND BODIES SINCE 1929

129
Page 7 of 8

Total	70,749.00
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Altec Industries, Inc.

BY

Spencer Robert Owen

Notes:



Criswell Automotive

Mark A. White | 571-335-2469 | mwhite@criswellauto.com

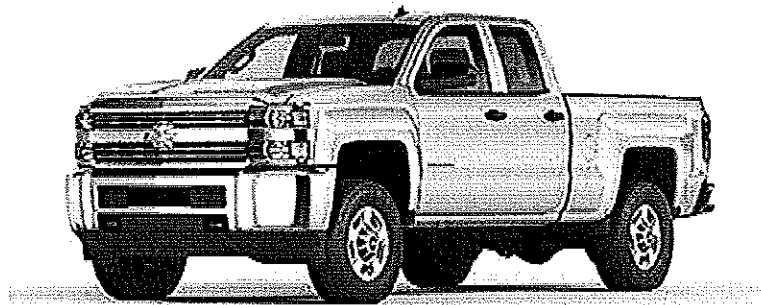
City Of Hyattsville

Prepared For: Aaron Jones

240-832-6962

ajones@hyattsville.org

[Fleet] 2017 Chevrolet Silverado 2500HD (CK25953) 4WD Double Cab 158.1"





Criswell Automotive

Mark A. White | 571-335-2469 | mwhite@criswellauto.com

[Fleet] 2017 Chevrolet Silverado 2500HD (CK25953) 4WD Double Cab 158.1"

Selected Model and Options

MODEL

CODE	MODEL	Invoice	MSRP
CK25953	2017 Chevrolet Silverado 2500HD 4WD Double Cab 158.1" Work Truck	\$36,603.60	\$38,940.00

COLORS

CODE	DESCRIPTION	Invoice	MSRP
GAZ	Summit White	\$0.00	\$0.00

OPTIONS

(† Denotes a Custom Equipment Option)

CODE	DESCRIPTION	Invoice	MSRP
—	Bluetooth for phone, personal cell phone connectivity to vehicle audio system (Included and only available with (IOB) 7" diagonal color touch screen display radio with Chevrolet MyLink.)	Inc.	Inc.
1WT	Work Truck Preferred Equipment Group includes standard equipment	\$0.00	\$0.00
8S3	Backup alarm, 97 decibels (Not available with SEO (SFW) back-up alarm calibration, (ZW9) pickup box delete or (UY2) trailer wiring provisions.)	\$125.58	\$138.00
9L7	Upfitter switches, (4) Provides 4-30 amp circuits to facilitate installation of aftermarket electrical accessories (Included with (ANQ) Alaskan Snow Plow Special Edition.)	\$113.75	\$125.00
AE7	Seats, front 40/20/40 split-bench, 3-passenger, driver and front passenger recline with outboard head restraints and center fold-down armrest with storage. Vinyl has fixed lumbar and cloth has manually adjustable driver lumbar. (STD) (Upgradeable to (AZ3) front 40/20/40 split-bench seat.)	\$0.00	\$0.00

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Data Version: 2437. Data Updated: Apr 4, 2017 10:08:00 PM PDT.



Criswell Automotive

Mark A. White | 571-335-2469 | mwhite@criswellauto.com

[Fleet] 2017 Chevrolet Silverado 2500HD (CK25953) 4WD Double Cab 158.1"

OPTIONS

(† Denotes a Custom Equipment Option)

CODE	DESCRIPTION	Invoice	MSRP
CGN	Bed Liner, Spray-on Pickup box bed liner with bowtie logo. Liner is permanently bonded to the truck bed providing a water tight seal. The textured, non-skid surface is black in color and robotically applied. Spray-on liner covers entire bed interior surface below side rails, including tailgate, front box top rail, gauge hole plugs and lower tie down loops. (Included with (PCN) Silverado HD Custom or (ANQ) Alaskan Snow Plow Special Edition. Not available with (ZW9) pickup box delete or (VZX) bed liner, LPO. Not available with any ship thru code.)	\$450.45	\$495.00
E63	Pickup box (STD)	\$0.00	\$0.00
GAZ	Summit White	\$0.00	\$0.00
GEH	GVWR, 9500 lbs. (4309 kg) (Requires (L96) Vortec 6.0L V8 SFI engine. Not available with CK25943 or CC25903 model.)	\$0.00	\$0.00
GT5	Rear axle, 4.10 ratio (Requires (L96) Vortec 6.0L V8 SFI engine.)	\$0.00	\$0.00
H2Q	Dark Ash with Jet Black Interior Accents, Vinyl seat trim	\$0.00	\$0.00
IOB	Audio system, Chevrolet MyLink Radio with 7" diagonal color touch-screen, AM/FM stereo with seek-and-scan and digital clock, includes Bluetooth streaming audio for music and select phones (Includes (UQ3) 6-speaker audio system.)	\$182.00	\$200.00
JL1	Trailer brake controller, integrated (Included with (PCN) Silverado HD Custom. With (E63) pickup box, requires available (Z82) trailering equipment. Available to order as a free flow option with (ZW9) pickup box delete or (9J4) rear bumper delete.)	\$250.25	\$275.00
KW5	Alternator, 220 amps (Included with (VYU) Snow Plow Prep Package when ordered with gas or diesel engines.)	Inc.	Inc.

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Criswell Automotive

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[Fleet] 2017 Chevrolet Silverado 2500HD (CK25953) 4WD Double Cab 158.1"

OPTIONS

([†] Denotes a Custom Equipment Option)

CODE	DESCRIPTION	Invoice	MSRP
L96	Engine, Vortec 6.0L Variable Valve Timing V8 SFI, E85-compatible, FlexFuel capable of running on unleaded or up to 85% ethanol (360 hp [268.4 kW] @ 5400 rpm, 380 lb-ft of torque [515.0 N-m] @ 4200 rpm) (Does not include E85 capability with (ZW9) pickup box delete.) (STD)	\$0.00	\$0.00
MYD	Transmission, 6-speed automatic, heavy-duty, electronically controlled with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking (STD) (Requires (L96) Vortec 6.0L V8 SFI engine.)	\$0.00	\$0.00
NE1	Emissions, Connecticut, Delaware, Maine, Maryland, Massachusetts, New Jersey, New York, Oregon, Pennsylvania, Rhode Island, Vermont and Washington state requirements	\$0.00	\$0.00
NZ4	Wheels, 17" x 7.5" (43.2 cm x 19.1 cm) full-size, steel spare. Spare not included with (ZW9) pickup box delete unless a spare tire is ordered. (Requires 17" wheels and tires.)	\$0.00	\$0.00
NZZ	Underbody Shield, frame-mounted shields includes front underbody shield starting behind front bumper and running to first cross-member, protecting front underbody, oil pan, differential case and transfer case (Included with (VYU) Snow Plow Prep Package.)	Inc.	Inc.
PLOW [†]	Boss Plow 8' W/DEFLECTOR [†]	\$5,400.00	\$5,400.00
PYN	Wheels, 17" (43.2 cm) steel includes 17" x 7.5" (43.2 cm x 19.1 cm) steel spare wheel. Spare not included with (ZW9) pickup box delete unless a spare tire is ordered (STD)	\$0.00	\$0.00
QHQ	Tires, LT245/75R17E all-season, blackwall (STD)	\$0.00	\$0.00

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[Fleet] 2017 Chevrolet Silverado 2500HD (CK25953) 4WD Double Cab 158.1"

OPTIONS

([†] Denotes a Custom Equipment Option)

CODE	DESCRIPTION	Invoice	MSRP
R9Y	Fleet Free Maintenance Credit. This option code provides a credit in lieu of the free oil changes, tire rotations and inspections (2 maximum), during the first 24 months and 24,000 miles period for this ordered vehicle. The invoice will detail the applicable credit. The customer will be responsible for all oil change, tire rotations and inspections costs for this vehicle. (Requires one of the following Fleet or Government order types: FBC, FBN, FCA, FCN, FEF, FLS, FNR, FRC or FGO. Not available with FDR order type.) *CREDIT*	(\$81.90)	(\$90.00)
RVS	LPO, Assist Steps - 4" Black - Round (dealer-installed) (Not available with (VXJ) 4" round chrome tubular assist steps, LPO, (S6L) off-road assist steps, LPO or (VXH) 6" rectangular chrome tubular assist steps, LPO.)	\$573.30	\$630.00
Radio [†]	Motorola Mobile Radio XPR2500 [†]	\$951.00	\$951.00
TOMMY [†]	Tommy Gate 1500 lbs [†]	\$3,900.00	\$3,900.00
TRW	Provision for cab roof-mounted lamp/beacon provides an instrument panel-mounted switch and electrical wiring tucked beneath the headliner for a body upfilter to connect a body-mounted warning or emergency lamp (Included with (VYU) Snow Plow Prep Package.)	Inc.	Inc.
UVC	Rear Vision Camera (Included with (PCN) Silverado HD Custom. Not available with (ZW9) pickup box delete is ordered.)	\$182.00	\$200.00
VK3	License plate kit, front (will be shipped to orders with ship-to states that require front license plate)	\$0.00	\$0.00
VQ2	Fleet processing option	\$0.00	\$0.00

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OPTIONS

([†] Denotes a Custom Equipment Option)

CODE	DESCRIPTION	Invoice	MSRP
VYU	Snow Plow Prep Package includes power feed for backup and roof emergency light, (KW5) 220-amp alternator with gas or diesel engine, forward lamp wiring harness, (TRW) provision for cab roof mounted lamp/beacon, (NZZ) underbody shields and Heavy-Duty front-springs (Only available on 4WD models. Included with (ANQ) Alaskan Snow Plow Special Edition. Upgradeable to (KHB) dual, 150 amps and 220 amps each alternators with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)	\$350.35	\$385.00
Whelen [†]	Rear Vortex Amber, Legacy light bar amber, 2 TIR3 Amber, Installation [†]	\$8,203.00	\$8,203.00
Z82	Trailer equipment Trailing hitch platform 2.5" with a 2.0" insert for HD, 7-wire harness with independent fused trailing circuits mated to a 7-way sealed connector to hook up parking lamps, backup lamps, right and left turn signals, an electric brake lead, battery and a ground, The trailer connector also includes the 4-way for use on trailers without brakes - park, brake/turn lamps (Included with (PCN) Silverado HD Custom. Not available with (ZW9) pickup box delete or (9J4) rear bumper delete.)	\$273.00	\$300.00
Z85	Suspension Package, Standard includes 51mm twin tube shock absorbers and 33mm front stabilizer bar (STD)	\$0.00	\$0.00
ZY1	Paint, solid	\$0.00	\$0.00
Options Total		\$20,872.78	\$21,112.00

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[Fleet] 2017 Chevrolet Silverado 2500HD (CK25953) 4WD Double Cab 158.1"

OPTIONS

([†] Denotes a Custom Equipment Option)

CODE	DESCRIPTION	Invoice	MSRP
Z85	Suspension Package, Standard includes 51mm twin tube shock absorbers and 33mm front stabilizer bar (STD)	\$0.00	\$0.00
ZY1	Paint, solid	\$0.00	\$0.00
Options Total		\$20,114.75	\$20,279.00

Price Summary

PRICE SUMMARY

	Invoice	MSRP
Base Price	\$36,603.60	\$38,940.00
Total Options	\$20,114.75	\$20,279.00
Vehicle Subtotal	\$56,718.35	\$59,219.00
Adjustments	\$0.00	\$0.00
Destination Charge	\$1,295.00	\$1,295.00
Grand Total	\$58,013.35	\$60,514.00

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[Fleet] 2017 Chevrolet Silverado 2500HD (CK25953) 4WD Double Cab 158.1"

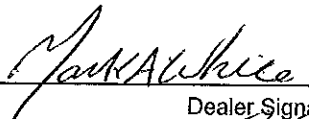
Weight Ratings

WEIGHT RATINGS

Front Gross Axle Weight Rating:	4800 lbs
Rear Gross Axle Weight Rating:	6200 lbs
Gross Vehicle Weight Rating:	9500.00 lbs

Quote Worksheet

	MSRP
Base Price	\$38,940.00
Dest Charge	\$1,295.00
Adjustments	\$0.00
Total Options	\$20,279.00
Subtotal	\$60,514.00
GM and Criswell Local Govt Discount	(\$7,600.00)
MCOTL	(\$519.00)
Subtotal Pre-Tax Adjustments	(\$8,119.00)
Less Customer Discount	(\$1,204.60)
Subtotal Discount	(\$1,204.60)
Trade-In	\$0.00
Subtotal Trade-In	\$0.00
Taxable Price	\$51,190.40
Sales Tax	\$0.00
Subtotal Taxes	\$0.00
Subtotal Post-Tax Adjustments	\$0.00
Total Sales Price	\$51,190.40

 4/5/17
Dealer Signature / Date

Customer Signature / Date

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TRICK TRUCKS INC.
10431 METROPOLITAN AVE.
KENSINGTON, MD 20895

PHONE: 301-949-0700 FAX: 301-949-9175
SALES@KENSINGTON@TRICKTRUCKS.COM

QUOTE

QUOTE #	QUOTE DATE
5217	3/30/2017



Page 1 of 1

SOLD TO:

CRISWELL CHEVY
503 QUINCE ORCHARD RD
GAITHERSBURG, MD 20878
PHONE: 301-948-0880

SHIP TO:

CRISWELL CHEVY
503 QUINCE ORCHARD RD
GAITHERSBURG, MD 20878

Reference: HYATTSVILLE

Department: FLEET DEPARTMENT
FRANK

Ship Via: PREPAID

P.O. #:

Event:

Salesperson: LARRY

Job #:

Terms: NET 30

Tax Status: EXEMPT

Account #: 3290

Due Date: 4/29/2017

Tax Zone: MD, , KENSINGTON

PART #	DESCRIPTION	UNIT	ORD	B/O	SHIP	PRICE	EXTENDED
	2017 CHEVY DOUBLE CAB						
ECC 3510A	DIRECTIONAL LED:	EA	2.00	0.00	2.00	\$88.00	\$176.00
	RECTANGULAR SURFACE MOUNTING BRACKET:						
ECC A3510L	UNIVERSAL - 3510 SERIE	EA	2.00	0.00	2.00	\$12.00	\$24.00
ECC 9011A	CONCEALED LED: HIDE-A-LED, WIDE (4 LED),	EA	2.00	0.00	2.00	\$119.00	\$238.00
LAB 100	SHOP LABOR	EA	1.00	0.00	1.00	\$225.00	\$225.00
LAB SM	SHOP MATERIALS	EA	1.00	0.00	1.00	\$25.00	\$25.00
XXX WHELEN LEGACY AMBER BAR	WHELEN LEGACY AMBER BAR 54"	EA	1.00	0.00	1.00	\$7,335.90	\$7,335.90
LAB 100	SHOP LABOR	HR	1.50	0.00	1.50	\$115.00	\$172.50
LAB SM	SHOP MATERIALS	HR	1.50	0.00	1.50	\$5.00	\$7.50
	CITY OF HYATTSVILLE						

6.000% Tax on \$0.00: \$0.00
Non Taxable Parts: \$7,773.90
Non Taxable Labor: \$430.00
Total: \$8,203.90

Payments: \$0.00

TOTAL: \$8,203.90

A PRE-PAYMENT / DEPOSIT OF \$_____ IS REQUIRED
BEFORE STARTING THIS ORDER / JOB.

ACCEPTED BY: _____
DATE: _____

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1803 Old Sulphur Spring Road
Baltimore, Maryland 21227
410-247-4737

April 26, 2016

City of Hyattsville – Public Works
Aaron Jones
4633 Arrundel Place
Hyattsville MD 20781

MOTOROLA MOBILE RADIO EQUIPMENT

Quantity	Description	Unit Cost	Extended
1	Motorola XPR2500 Mobile Radio Includes Palm Mic, Power Cable Mounting Hardware Three Year Warranty VHF 136 – 174 MHz 45 Watts AAM02JQH9JA1AN	\$ 645.00	\$645.00
1	Ignition Sense Cable HKN9327_R		
1	Rooftop Antenna Kit, VHF 150.8 – 162.0 MHz HAD4008		
	Equipment Total		\$645.00
	State Tax		exempt
	Shipping		6.00
	Programming		25.00
	Installation		275.00
	Total		\$951.00

Delivery of Equipment can be made within 15 days from receipt of order.

Quote valid for 90 days.

Terms: payment in full net 30 days from invoice.

For further information please call Bob Urban. 410-247-4737

January 9, 2017

Bid B1620.17

Telescoping Aerial Basket Truck

The City of Hagerstown is seeking bids for a 34 foot working height (29 feet to bottom of platform), hydraulic operated, telescopic aerial device equipped with a single platform and with a steel line service body mounted on an appropriate chassis/cab. The aerial device requirements shall include a telescopic upper boom and upper controls.

All inquiries should be directed, in writing, to Jeff Lear, Senior Accountant, 1 East Franklin Street, Hagerstown, Maryland 21740. Telephone 301-739-8577, ext. 159 or by email at jlear@hagerstownmd.org. Specifications and instructions may also be found via electronic format on the City of Hagerstown's website at <http://bid.hagerstownmd.org>. Prospective vendors are responsible for making copies as required to satisfy their needs.

Sealed bids will be received at the Office of the City Clerk, City Hall, 1 East Franklin Street, Hagerstown, Maryland 21740, until 2:00 p.m. EST, Thursday, January 26, 2017, at which time they will be opened and publicly read. All proposals must be sealed and marked: "Bid B1620.17 – Telescoping Aerial Basket Truck."

The City of Hagerstown will not assume the responsibility for any proposals mailed or delivered to any address other than: *Office of the City Clerk, 1 East Franklin Street, Hagerstown, Maryland 21740.*

The City of Hagerstown shall make positive efforts to utilize Disadvantaged Business Enterprises for its supplies and services and shall allow these sources the maximum feasible opportunity to compete for contracts. The City of Hagerstown does not discriminate on the basis of race, color, national origin, sex, religion, age and disability in employment or provision of services.

The City of Hagerstown reserves the right to accept bids individually or collectively, to accept or reject any or all proposals, waive any informalities, and take whatever action is to the best interest of the City of Hagerstown.

CITY OF HAGERSTOWN

Jeffrey A. Lear
Finance Department

cc: Donna Spickler, City Clerk

NATIONAL JOINT POWERS ALLIANCE®
JOINT POWERS AGREEMENT

This Agreement, made effective on the date hereof, is between the National Joint Powers Alliance® (hereinafter referred to as “NJPA”) and _____ (hereinafter referred to as “Governmental Unit”).

Recitals

NJPA is a Service Cooperative whose creation was authorized by Minn. Stat. § 123A.21; and

NJPA is a political subdivision and government unit of the state of Minnesota. Minn. Stat. § 471.59 authorizes NJPA to enter into agreements with other governmental units in the United States and Canada to jointly or cooperatively exercise any power common to the contracting powers or similar powers, as deemed necessary; and

Governmental Unit asserts it is authorized by its statutes to utilize contracts competitively solicited by another governmental unit; and

Governmental Unit and NJPA desire to enter into a “Joint Exercise of Powers Agreement” for the purpose of Governmental Unit accessing available contracts for goods and services from NJPA Awarded Vendors.

NJPA and the Governmental Unit hereby agree as follows:

Agreement

1. NJPA will make its contracts for goods and services and/or other NJPA services available to the Governmental Unit. The Governmental Unit will be a Participating Member.
2. The Governmental Unit may utilize the contracts or services procured or offered through NJPA to purchase supplies, equipment, materials and services.
3. The Parties to this Agreement will adhere to any and all applicable laws pertaining to the procurement of goods and services as they pertain to the laws of their state or nation.
4. This Agreement will become effective on the date hereof and shall remain in effect until canceled by either party upon thirty (30) days’ written notice to the other party.
5. Each party agrees that it is responsible for its acts and the results thereof, to the extent authorized by law, and will not be responsible for the acts of the other party and the results thereof. The Governmental Unit will be responsible for all aspects of its purchase, including ordering its goods and services, inspecting and accepting the goods and services, and paying the Vendor who will have directly billed the Governmental Unit placing the order.
6. Both Parties to this Agreement agree to strict accountability of all public funds disbursed in connection with this joint exercise of powers as required by each party’s respective laws.
7. To purchase goods and services from NJPA contracts, the Governmental Unit must enter into a purchase order or other subsequent agreement in accordance with the terms and conditions of NJPA contracts and any requirements applicable to the Governmental Unit’s governing body. The Governmental Unit must send purchase orders directly to the applicable Vendor and will make payments directly to the Vendor in accordance with its established procedures and terms of the NJPA contract. The Governmental Unit will not use the goods available under NJPA contracts for purposes of resale.

8. Pursuant to Minn. Stat. § 471.59, Subd. 5, if applicable, the Parties shall provide for the disposition of any property acquired as the result of such joint or cooperative exercise of powers, and the return of any surplus moneys in proportion to contributions of the several contracting parties after the purpose of the Agreement has been completed.
9. There shall be no financial remunerations by the Governmental Unit to NJPA for the use of NJPA procurements, contracts or agreements or the payment of any fees to NJPA.
10. Both Parties to this Agreement acknowledge their individual responsibility to gain ratification of this agreement through their governing body as required by law.
11. The NJPA contracts utilized by the Governmental Unit through this Agreement were procured or will be procured through the Uniform Municipal Contracting law, Minn. Stat. § 471.345.

The Parties have executed this Agreement effective the date hereof.

Governmental Unit

National Joint Powers Alliance®

By _____
AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

Its _____
TITLE

TITLE

DATE

DATE

GOVERNMENTAL UNIT INFORMATION

Indicate an address to which correspondence may be delivered.

Name* _____

Address* _____

City, State, ZIP code* _____

Employer Identification Number _____

Contact person* _____

Title* _____

E-mail* _____

Phone* _____

Website _____

ORGANIZATION TYPE*

- ☐ K-12 (Public or non-profit)
- ☐ Government or municipality (Specify: _____)
- ☐ Higher education (Public or non-profit)
- ☐ Other (Specify: _____)

REFERRED BY

- ☐ Advertisement _____
- ☐ Current NJPA member _____
- ☐ Vendor representative _____
- ☐ Trade show _____
- ☐ NJPA website _____
- ☐ Other _____

Return completed agreement to

National Joint Powers Alliance ®

202 12th Street NE

Staples, MN 56479

Duff Erholtz

Phone 218-894-5490

Fax 218-894-3045

E-mail duff.erholtz@njpacoop.org

**Denotes required information*



Hyattsville City Council Agenda Item Report

Meeting Date: August 7, 2017

Submitted by: Jim Chandler

Submitting Department: Community & Economic Development

Item Type: Legislative

Agenda Section: Discussion Items (8:40 p.m. - 9:10 p.m.)

SUBJECT

Montgomery Housing Partnership (MHP) Parkview Manor Apartments Project (20 minutes)

Motion #

Discussion, Action TBD

Recommendation:

Lead Sponsor:

Executive Committee

ATTACHMENTS

[Memo - MHP Affordable Housing Discussion - 8.1.2017.docx](#)

[PM Pro Forma 6-9-17.pdf](#)

[PG County Council Agenda Summary.pdf](#)

Summary Background:

On Monday, May 1, 2017 Montgomery Housing Partnership (MHP) presented the City Council with details of the financing for the renovation of Parkview Manor Apartments. At the request of the City Council, MHP has provided the City with an updated financial pro forma detailing the project financing.

On June 29, 2017 the Prince George's County Public Safety and Fiscal Management Committee voted 5-0 to favorably recommend the approval of a 40-year Payment In Lieu of Taxes (PILOT) that will forgo \$687,544 in County tax revenue of the term. Scheduling of this item for the full body of the County Council is pending. A copy of the Committee Report is attached to this item.

MHP provided the City with an updated pro forma statement, 'Operating Expense and Fee Assumptions' which includes a financial projection based on the County's PILOT commitment and the financial picture, should the City agree to grant a reduction in City property taxes.

Next Steps:

TBD

Fiscal Impact:

The term and amount proposed by MHP is equal to \$225,000 in City taxes over the 15-year term.

City Administrator Comments:

The City Council now has additional information to help inform the decision on whether to proceed with granting MHP's request, grant a reduction in City tax revenue and schedule a public hearing.

Community Engagement:

A Public Hearing if support is recommended

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, Asst. City Administrator & Director, Community and Economic Development
Katie Gerbes, Community Planner

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

Date: October 1, 2017

Re: Parkview Manor PILOT

Attachments: Montgomery Housing Partnership (MHP) Parkview Manor Apartments Project

On Monday, May 1, 2017 Montgomery Housing Partnership (MHP) presented the City Council with details of the financing for the renovation of Parkview Manor Apartments. At the request of the City Council, MHP has provided the City with an updated financial pro forma detailing the project financing.

Parkview Manor

Parkview Manor is a 53-unit apartment complex located at 5040 38th Avenue in Council Ward 5. Montgomery Housing Partnership (MHP), an affordable housing developer based out of Montgomery County, became the full owner of the property in 2015. Montgomery Housing Partnership currently operates 29 affordable housing communities in Montgomery and Prince George's counties.

The apartment complex is in need of significant renovations, which include: conversion of two units to meet Americans with Disabilities Act requirements; replacement of the plumbing system; repairs to the electrical wiring; new windows; new flooring; new bathroom appliances and fixtures; new kitchen cabinets and counters; replacement of kitchen appliances; new washers and dryers; and exterior repairs to the building and parking lots. The cost of these renovations is estimated at just over \$73,000 per unit, for a total direct investment of over \$3.88 million into the complex. MHP has provided a full list of the necessary renovations, which is attached to this memo.

Units in Parkview Manor are structured as follows:

- Six (6) units are set aside for residents making less than 30% AMI (\$32,400);
- Forty (40) units are reserved for residents making less than 50% AMI (\$54,000);

- Seven (7) units are reserved for residents making less than 60% AMI (\$64,800).

After the renovation is complete, rents for residents qualifying with 60% AMI will be \$875/month for a one-bedroom unit, \$950/month for a two-bedroom unit and \$1,040/month for a two-bedroom townhouse. Rents for the 30% and 50% AMI groups would be lower to account for their lower income.

Project Financing

On June 29, 2017 the Prince George's County approved a 40-year Payment In Lieu of Taxes (PILOT) that will forgo \$687,544 in County tax revenue of the term. A copy of the Committee Report is attached to this item.

MHP has provided the City with an updated pro forma statement, 'Operating Expense and Fee Assumptions' which includes a financial projection based on the County's PILOT commitment and the financial picture, should the City of Hyattsville be agreeable to granting a reduction in City property taxes.

It is at the discretion of the City Council to determine whether to proceed with granting MHP's request and scheduling of a public hearing to formally approve of any such request to approve of a reduction in City tax revenue.

Operating Expense and Fee Assumptions

7/28/17 12:42 PM

Project Name: Parkview Manor

Base Year for Expenses: 2018

Professional Fees	Amount	Per Unit	Inflator
Legal Expenses (Project)	5,000	94	
Audit Expense (Project)	14,000	264	
Bookkeeping Fees/Account Services	3,504	66	
Other Professional Fees		-	
Total Professional Fees	\$22,504	425	3.00%

Administrative Expenses	Amount	Per Unit	Inflator
Advertising & Marketing	2,072	39	
Other Renting Expense	4,440	84	
Manager or Superintendent Salaries-PR	0	-	
Office Salaries-PR	50,000	943	
Administrative Free Rent-PR	2,076	39	
Payroll Taxes and Benefits-PR		-	
Office Supplies/Expenses	2,350	44	
Office or Model apartment Rent		-	
Bad debt	11,995	226	
Telephone and Answering Service	5,700	108	
Miscellaneous Administrative Expenses	72	1	
Total Administrative	\$78,706	1,485	3.00%

Utilities	Amount	Per Unit	Inflator
Fuel Oil / Heating		-	
Electricity	3,234	61	
Gas	8,415	159	
Water/Sewer	23,909	451	
Other Utilities		-	
Total Utilities	\$35,558	671	3.00%

Repairs and Maintenance	Amount	Per Unit	Inflator
Janitor and Cleaning Contracts	8,000	151	
Decorating Contracts	3,150	59	
Elevator Maintenance Contracts		-	
Exterminating Contracts	2,220	42	
Grounds Contracts (incl. swimming pool)	4,759	90	
Repair Contracts	11,900	225	
Garbage and Trash Removal	6,487	122	
Snow Removal	3,500	66	
Heating/Cooling Repairs and Maintenance	3,200	60	
Cleaning, Grounds, Maintenance-PR	40,962	773	
Janitor and cleaning supplies	600	11	
Grounds supplies	300	6	
Security Contracts		-	
Security Free Rent-PR		-	
Repair Material and Supplies	4,620	87	
Vehicle & Maint. Equipment Oper. and Rep.		-	
Community Center Expense		-	
Misc. Repair & Maintenance Expense	1,537	29	
Total Repairs and Maint.	\$91,235	1,721	3.00%

Taxes and Insurance	Amount	Per Unit	Inflator
Real Estate Taxes (Minus County Abatement)	36,763	694	
Less: Abated City Taxes Date Abatement Expires	15,000	283	
Net Real Estate Taxes	\$21,763	411	3.00%

Property and Liability Insurance	10,907	206	
FICA	5,125	97	
Worker's Comp, Health Ins, Other Benefits, Other Ins.	18,556	350	
Miscellaneous Taxes, Licenses and Permits, Ins. And Fidelity Bond	606	11	
Total Other Taxes, Licenses & Permits & Insurance	\$35,194	664	3.00%
Total Taxes and Insurance	\$56,958	1,075	

Property Management Fee	Amount	Total	PUPY	Inflator	PUPM
Method for calculating Residential PM Fee:		% of EGI			
% of EGI	3.25%	18,128	342		\$28.50
Fee PUPM		-	-		\$0.00
Annual Fee		-	-		\$0.00
Commercial Property Management Fee		-	-		
Total Property Management Fee	\$18,128	342	3.00%		

Other Miscellaneous Expenses	Amount	Per Unit	Inflator
Property Management IT	1	0	
State Compliance Monitoring	1,590	30	
Property management Compliance	193	4	
Property Management /	244	5	
Total Misc. Expenses	\$2,028	38	3.00%

Total Operating Expenses	\$305,117	5,757
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Total Net of Real Estate Taxes	283,353	5,346
Total Net of Real Estate Taxes and Misc Expenses	281,325	5,308

Annual Contributions To Reserves	Per Unit Per Annum	Total Per Annum	Inflator
Replacement Reserve	350	18,550	3%
Operating Reserve		0	3%
Other Reserve (specify)		0	3%
Other Reserve (specify)		0	3%

Total Operating Expenses (including Annual Contributions to Reserves)	Total	Per Unit
	323,667	6,107

Cash Flow Contingent Fees, Expenses and Distributions	Amount	Annual Inflator	Accrue	Cap Amount	% Available Cash Flow
Investor Services Fee	5,000	3.0%	Yes		100%
Partnership Administration Fee	1.3% of EGI	3.0%	Yes		100%
Tenant Services Fee		3.0%	Yes		100%
					100%
					100%
Priority Cash Flow Distribution to GP?					
Gross Income Allocation to GP					0%



Prince George's County Council

Agenda Item Summary

Meeting Date: 6/13/2017

Effective Date:

Reference No.: CR-049-2017

Chapter Number:

Draft No.: 1

Public Hearing Date:

Proposer(s): County Executive

Sponsor(s): Davis, Turner, Lehman, Glaros, Franklin, Taveras and Patterson

Item Title: A RESOLUTION CONCERNING PAYMENTS IN LIEU OF TAXES ("PILOT") AGREEMENT for Parkview Manor for the purpose of approving the terms and conditions of a Payments in Lieu of Taxes ("PILOT") Agreement between Prince George's County, Maryland (the "County") and MHP Parkview Manor, LLC (the "Owner").

Drafter: Estella Alexander, Department of Housing and Community Development
Resource Personnel: Eric C. Brown, Department of Housing and Community Development

LEGISLATIVE HISTORY:

Date:	Acting Body:	Action:	Sent To:
06/13/2017	County Council	introduced and referred	PSFM
Action Text: This Resolution was introduced by Council Members Turner, Lehman, Davis, Glaros, Franklin, Taveras and Patterson and referred to the Public Safety and Fiscal Management Committee			
06/29/2017	PSFM	Favorably recommended	County Council
Action Text: A motion was made by Vice Chair Taveras, seconded by Council Member Harrison, that this Resolution be Favorably recommended to the County Council. The motion carried by the following vote: Aye: 5 Glaros, Taveras, Harrison, Lehman and Turner			

AFFECTED CODE SECTIONS:

BACKGROUND INFORMATION/FISCAL IMPACT:

This Resolution is approving the terms and conditions of a Payments in Lieu of Taxes ("PILOT") Agreement between Prince George's County, Maryland and MHP Parkview Manor, LLC concerning the Parkview Manor project.

Document(s): R2017049, CR-49-2017 Attachment B, CR-49-2017 Exhibit A, CR-49-2017 AIS.pdf, CR-49-2017 Report, CR-049-2017 Fiscal Impact

PRINCE GEORGE'S COUNTY COUNCIL
COMMITTEE REPORT
2017 Legislative Session

Reference No.:	CR-49-2017
Draft No.:	1
Committee:	PUBLIC SAFETY AND FISCAL MANAGEMENT COMMITTEE
Date:	06/29/2017
Action:	FAV

REPORT: Favorable 5-0 (In Favor: Council Members Glaros, Harrison, Lehman, Taveras, and Turner.

CR-49-2017 approves the terms and conditions of a Payment in Lieu of Taxes (PILOT) by and between the County and MHP Parkview Manor, LLC.

The owner proposes to acquire Parkview Manor, a rental housing project located in Hyattsville, MD, to rehabilitate and subsequently operate an affordable rental housing project. The project consists of 35 apartment units and proposed rents are anticipated to be between \$486 and \$1,040 per month. Attachments A1 to A3 of the Resolution provides a description of the project.

Under the Agreement, the Owner agrees to pay an annual PILOT payment of \$150 per unit or \$7,950 per year, which shall increase by 2% each year. Over a 40 year period the estimated PILOT payments total \$480,196.

Eric Brown, Director of the Department of Housing and Community Development, provided an overview of the project.

Ms. Stephanie Roodman, Senior Project Manager, Montgomery Housing Partnership, gave a description of the renovations and the services that the project will have.

All on the Committee expressed excitement for this project.

The Office of Law finds CR-49-2017 to be in proper legislative form with not legal impediments to its adoption.

The Office of Audits and Investigations reports that CR-49-2017 will result in a negative impact to the County. The County will forgo \$687,544 in tax revenue over the 40 year PILOT agreement. However, should CR-49-2017 not be approved, the Owner of the may not decide to proceed with the rehabilitation of the project.

After a thorough discussion the Public Safety and Fiscal Management Committee, voted CR-49-2017 out favorably 5-0.

Main City Calendar: August 8 – September 18, 2017

Weekly Program Offerings

Hyattsville Farmer's Market

Tuesdays, 3:00 PM – 7:00 PM @ Parking Lot of Redeemer Lutheran Church

Art Works Now Senior Summer Camp

Wednesdays, 1:00 PM – 3:00 PM @ Art Works Now

Call Beryl Johnson at (301) 985-5058 to learn more about this opportunity!

Call-A-Bus Grocery Trips

Our Call-a-Bus takes seniors and residents with disabilities to grocery stores located in the City of Hyattsville each week. Call (301) 985-5000 to join a trip or add yourself to our Call-A-Bus calendar mailing list.

City Calendar: August 8 – September 18, 2017

Community Meeting on Parking and Traffic on Jefferson Street

August 8, 2017, 7:00 PM @ Magruder Park Recreation Building

Groundbreaking on New Department of Public Works Building

August 9, 2017, 7:00 PM – 8:00 PM

Seniors On The Go: Bowie Baysox Baseball Game

August 11, 2017, 5:00 PM – 9:00 PM @ Prince George's Stadium

Hyattsville Safe Streets Initiative Advisory Board Meeting

August 14, 2017, 10:30 AM – 12:00 PM @ City Municipal Building, 2nd Floor Prangley Room

Board of Supervisors of Elections and Ethics Commission Joint Meeting

August 15, 2017, 6:00 PM @ City Municipal Building, 3rd Floor Council Chambers

Planning Committee Meeting

August 15, 2017, 7:30 PM – 9:30 PM @ City Municipal Building

Summer Jam

August 18, 2017, 6:30 PM – 8:30 PM @ Magruder Park

Ward 3 Community Cleanup Day

August 19, 2017, 11:00 AM – 1:00 PM @ The Duck Pond

Education Advisory Committee Meeting

August 24, 2017, 6:30 PM – 8:00 PM @ City Municipal Building, 2nd Floor Prangley Room

Community Conversation

August 24, 2017, 7:00 PM – 8:30 PM @ Seventh Day Adventist Church

Please join us as the City of Hyattsville Police Department partners with several of our faith-based communities to host a series of community-building conversations with residents. For more information, please contact Chief Douglas Holland.

Main City Calendar: August 8 – September 18, 2017

Health, Wellness, and Recreation Advisory Committee Meeting

August 24, 2017, 7:00 PM – 8:30 PM @ City Municipal Building, 3rd Floor Inner Conference Room

Sunset Movie Series at Heurich Park

August 25, 2017, 8:00 PM – 9:30 PM @ Heurich Park

Labor Day (City Offices Closed, Trash Schedule Changed)

September 4, 2017, All Day

Changes to the Trash Collection Schedule are as follows: There will be no yard waste pick up on September 4. Trash will be picked up on its regularly scheduled days. Compost will be collected on Tuesday, September 5, from households participating in the Volunteer Composting Pilot Program.

Board of Supervisors of Elections Meeting

September 5, 2017, 4:00 PM @ City Municipal Building, 3rd Floor Inner Conference Room

Ageless Grace Senior Exercise Classes

September 6, 2017, 10:00 AM @ City Municipal Building

Ageless Grace Senior Exercise Classes

September 8, 2017, 10:00 AM @ City Municipal Building

Hyattsville Green Expo

September 9, 2017, 10:00 AM – 2:00 PM @ City Municipal Building

Discussion: “How Climate Change Affects You and Your Family”

September 10, 2017, 2:00 PM – 4:00 PM @ City Municipal Building, 1st Floor Multipurpose Room

Ageless Grace Senior Exercise Classes

September 13, 2017, 10:00 AM @ City Municipal Building

Park(ing) Day

September 15, 2017, All Day

Throughout the City, on-street parking spaces will be transformed into temporary pop-up parks. Park locations and times will be announced soon.

Ageless Grace Senior Exercise Classes

September 15, 2017, 10:00 AM @ City Municipal Building

Summer Jam

September 15, 2017, 6:30 PM – 8:30 PM @ City Municipal Building

Ward 3 Community Cleanup Day

September 16, 2017, 11:00 AM – 1:00 PM @ The Duck Pond

Council Meeting

September 18, 2017, 8:00 PM – 10:00 PM @ City Municipal Building, 3rd Floor Council Chambers



Hyattsville City Council Agenda Item Report

Meeting Date: August 7, 2017

Submitted by: Jim Chandler

Submitting Department: Community & Economic Development

Item Type: Planning & Development

Agenda Section: Motion to Close

SUBJECT

Motion to Close (Please note the Council will not return to Open Session)

Motion #

HCC-26-FY18

Recommendation:

I move that the Mayor and Council close the Council Meeting of August 7, 2017 in order to discuss contract negotiations and to consider the investment of public funds. This session will be closed under the authority of the Annotated Code of Maryland State Government General Provisions Article Section 3-305(b) (3) to consider the acquisition of real property for a public purpose and matters directly related to the acquisition, and (14) to discuss, before a contract is awarded or bids are opened, a matter directly related to a negotiating strategy or the contents of a bid or proposal, if public discussion or disclosure would adversely impact the ability of the public body to participate in the competitive bidding or proposal process.

Lead Sponsor:

At the Request of the City Administrator

ATTACHMENTS

Summary Background:

This session will be closed under the authority of the Annotated Code of Maryland State Government General Provisions Article Section 3-305(b) (3) to consider the acquisition of real property for a public purpose and matters directly related to the acquisition, and (14) to discuss, before a contract is awarded or bids are opened, a matter directly related to a negotiating strategy or the contents of a bid or proposal, if public discussion or disclosure would adversely impact the ability of the public body to participate in the competitive bidding or proposal process.

Next Steps:

N/A

Fiscal Impact:

N/A

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